



Sale by Auction  
of Farm Machinery  
and Orchard  
Equipment



Tuesday 2nd  
June 2009  
at 10.30 am



Banklands  
Hall Road  
Clenchwarton  
King's Lynn  
Norfolk  
PE34 4DB

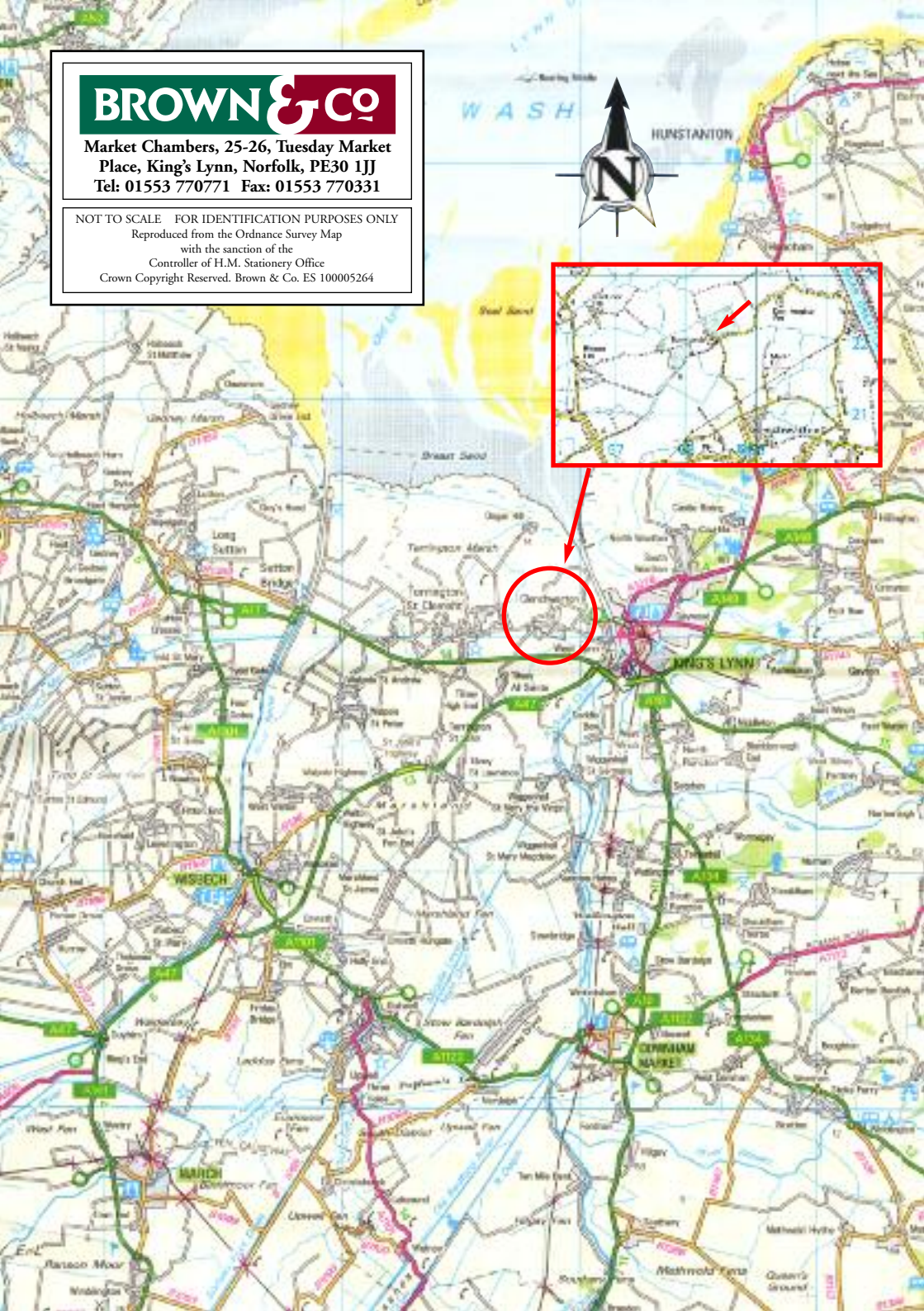
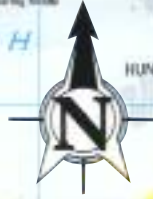


**BROWN & CO**

# BROWN & CO

Market Chambers, 25-26, Tuesday Market  
Place, King's Lynn, Norfolk, PE30 1JJ  
Tel: 01553 770771 Fax: 01553 770331

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On instructions from R K Kerkham (Banklands) Limited

**Auction of**

**7 Tractors, Materials Handler, Trailers, Orchard  
Machinery and Associated Equipment**

**at**

**Banklands, Hall Road, Clenchwarton, King's Lynn,  
Norfolk, PE34 4DB**

**on**

**Tuesday 2nd June 2009**

**commencing at 10.30am prompt**

**Viewing: Monday 1st June 2009 from 10am until 4pm.**

**Auctioneers' Offices:**

**BROWN & CO**

Market Chambers  
25-26, Tuesday Market Place  
King's Lynn, Norfolk, PE30 1JJ  
General Enquiries – 01553 770771  
Fax - 01553 770331

Viewing Day and Sale Day Enquiries – 07768 642222  
Email - [chris.purlant@brown-co.com](mailto:chris.purlant@brown-co.com)  
Website - [www.brown-co.com](http://www.brown-co.com)

## PURCHASERS PLEASE NOTE

**LOCATION** - The sale is located to the West of King's Lynn and is easily accessed from the A17 using Station Road and Main Road to access Clenchwarton and thereafter Hall Road to Banklands. Direction signs will be available on the viewing and sale day. The postcode for Banklands is PE34 4DB.

**PAYMENT** - All lots become the sole risk of the purchaser at the fall of the hammer. The property in a lot purchased shall not pass to the purchaser or be removed until payment has been cleared of the full purchase price (including commission and VAT) to the auctioneers. All lots must be paid for on the day of the sale.

Purchasers unknown to the auctioneers wishing to pay by cheque must be accompanied by a written Bank reference for a sum equal to or in excess of the total invoice. The reference must specify the sale, date and the amount up to which their cheque will be honoured.

**REMOVAL OF LOTS** - No lots may be removed from site unless accompanied by a receipted invoice. All lots are to be removed by 9th June 2009 without exception.

**LOADING FACILITIES** - Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Vendors. Any lots remaining after 9th June 2009 will be re-sold (see section 11 of the Conditions of Sale). The Auctioneers and Vendor will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and all purchasers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.

**BUYER'S FACILITIES** - All potential purchasers are requested to register with the Auctioneers and complete a Buyer's Number Slip and be allocated a Buyer's Number. Bids may not be accepted without a Buyer's Number.

**BUYER'S PREMIUM** - A Buyer's premium of 5% of the hammer price is payable on all lots. This is subject to VAT @ 15%

**VAT** - VAT will be payable on all lots in addition to the hammer price at the standard rate. The vendors VAT number is 105409795.

**CONDITIONS** - The sale will be conducted under our standard Conditions of Sale reproduced in this catalogue. All prospective purchasers should ensure that they have read and understood those Conditions. The act of bidding will be taken as acceptance of them.

**REFRESHMENTS** - These will be available on the sale day.

**COMMISSIONS** - The Auctioneers will be pleased to take written commission bids prior to the sale. Forms are available on request.

**ENGINE HOURS** - Neither the vendors nor the auctioneers make any warranty regarding engine hours or vehicles mileages.

**FORTHCOMING SALES** - If you wish to receive catalogues of future sales, please leave your name and full address at our pay office.

**CATALOGUE ENTRIES** - Whilst every attempt is made to ensure that the descriptions are accurate, no guarantees are either given or implied. Buyers should be aware that from time to time, lots are withdrawn and other lots added. Please contact the auctioneers prior to the sale to ensure that the machinery has been delivered onto the sale ground.

**VIEWING** – Monday 1st June 2009 from 10 am until 4pm and on the morning of the sale.

**EXPORT OF GOODS** - All goods purchased at Brown & Co auctions that are to be exported or removed from the United Kingdom will:

Be dealt with under the requirements set out of HM Customs and Excise publications:

VAT Notice 703 dated August 2006– Exports and removals of goods from the United Kingdom.

VAT Notice 725 dated October 2002– The Single Market.

VAT Information Sheet 2/00 dated May 2000 – Exports and Removals: Conditions for zero rating

Be ZERO RATED for VAT purposes subject to the following conditions being met:

The buyer provides Brown & Co with their VAT/FISCAL NUMBER (which will be verified with UK Customs & Excise) at the time of purchase.

The goods are removed from the United Kingdom within three months from the time of supply (the date of auction).

Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from the United Kingdom.

Unless and until the above requirements are fulfilled Buyers will be charged VAT at the United Kingdom standard rate (currently 15%). This will only be refunded if all requirements within the regulations are met within the specified time limits.

# AUCTION LOTS

## General Equipment

1-49	Quantity spare parts and equipment
50	Anvil
51	Bench vice
52	Pillar drill stand
53	<b>Sealey</b> power hacksaw, single phase
54	<b>Makita</b> 9inch angle grinder
55	Heavy duty electric drill
56	<b>Spaldings</b> air ratchet and socket set
57	Air line water trap, as new
58	Set oxy-acetylene gauges, as new
59	¾ inch socket set
60	Set Stilsons
61	Quantity bottle jacks
62	Quantity filters
63	Quantity tree ties
64	Quantity plastic pipe
65	Quantity high tensile fence wire
66	Quantity anti-freeze
67	Quantity fire extinguishers
68	<b>BVC</b> workshop vacuum cleaner
69	Portable workshop heater
70	Truecraft diesel steam cleaner
71	Mobile workshop air compressor, single phase
72	Workbench
73	Steel storage cabinet
74	Workshop oil tank with pump
74	Quantity depth wheels
75	Hydraulic top link
76	<b>David Brown</b> roll bar
77	<b>David Brown</b> roll bar
78	Quantity trickle irrigation spares
79	Quantity guttering and downpipe spares
80	Quantity various nuts and bolts

81	Quantity wearing parts
82	Quantity grease
83	Quantity electric fencing spares
84	Measuring wheel
85	Battery charger
86	Sack lifter
87	Sack lifter
88	Stationary engine
89	Stationary engine
90	Stationary engine
91	Electric saw bench
92	Quantity of apple picking buckets, approx 20
93	<b>Paynes</b> 24:24:0 blended fertiliser, 4x500kgs
94-99	Spare lots

### Wheels and Tyres

100	Pair wheels and tyres, 13.5/75-17
101	Wheel and tyre, 10.0/75-15.3
102	Wheel and tyre, 27/12LL-15
103	Pair wheels and tyres, 9.5/9-24
104	Pair wheels and tyres, 9.5/9-24
105	Pair wheels and tyres, 5.00x15
106	Quantity flotation wheels and tyres, 18.4x16
107	Pair wheels and tyres, 9.5x24
108-109	Spare lots
110-113	Quantity galvanised pea bins, approx 10 per lot

### Implements

114	<b>Massey Ferguson 520</b> trailed disc harrows, 10ft
115	<b>Howard</b> rotovator, 60 inch
116	<b>Perfect</b> grass cutter, 5ft
117	<b>Perfect</b> grass cutter for spares
118	<b>Dorman</b> rear mounted sprayer, 500ltr
119	<b>Berthoud</b> trailed orchard sprayer

119	<b>Taskers Amazone ZA-E 602</b> fertiliser spreader
120	<b>Dutzi KR2500</b> drill unit with cultivator for environmental areas, 5ft
121	<b>Vicon Acrobat</b> hay turner
122	Trailer mounted low volume irrigation water pump
123	Box rotator with Manitou/Sanderson fittings
124	<b>Strimech</b> general purpose fork mounted bucket
125	2000 <b>Suton ELC580</b> general purpose bucket with Manitou fittings
126	1996 <b>Suton PE6</b> rear mounted road brush
127	<b>Tong</b> self-tip skip, 1t
128	PTO driven water pump
129	Pair tractor mounted pallet forks
130	Pair tractor mounted pallet forks
131-134	Spare lots

### Trailers

135	Ex-MOD car trailer
136	Single axle tipping trailer
137	Single axle flat trailer, 20ft
138	Single axle flat trailer, 20ft
139	Single axle flat trailer, 20ft
140	Single axle flat trailer, 20ft
141	Tandem axle flat trailer, 40ft
142	<b>Willet</b> single axle tipping trailer, 8t
143	Trailer mounted acoustic generator set with Perkins 3cyl diesel engine, 25kva
144-149	Quantity apple box trailers, 4 bin
150-154	Spare lots

### Materials Handler

155	<b>Sanderson SB70TC</b> 2wd rough terrain materials handler Serial No: T720979539 12900 recorded hours	Not Registered
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## Tractors

- 156 **Massey Ferguson 35X** 2wd tractor  
157 **Massey Ferguson 35X** 2wd tractor with rear mounted Sanderson  
9/20 forklift  
158 **David Brown 780** Selectamatic Livedrive 2wd tractor  
7827 recorded hours  
159 **David Brown 880** Selectamatic 2wd tractor.  
Serial No: 560736/S  
160 **David Brown Case 885** 2wd tractor  
161 **McCormick International 434** 2wd tractor.  
Serial No: B/4393 Reg No: HBE 891D  
162 **Massey Ferguson 698** Multipower 2wd tractor  
Serial No: 3264061  
7754 recorded hours  
163-164 Spare lots

## Included by Kind Permission

- 165 Corn dresser  
166 Horse drawn 2-wheel tumbrel  
167 **Dowdeswell** 5f. semi mounted plough  
168 **Ford 3000** skid unit  
169 **Ford 3000** Selecto-Speed 2wd. tractor  
170 **Nuffield 4/65** 2wd. tractor  
171 **David Brown 995** 2wd. tractor  
172 **Track Marshall 70C** crawler with three point linkage  
173 Quantity 8 stud wheels and tyres, 11x22  
174 Quantity 8 stud wheels and tyres, 10.5x16  
175 Single front tractor wheel and tyre, 12.5x15  
176 Single rear wheel and tyre, 12.4x32  
177 Quantity wheels and tyres, 7.5x16  
178 Pair 5 star dual wheels and tyres, 13.6x38  
179 **New Holland 376** Hayliner conventional baler, barn stored  
180 Bale sledge with transport wheels  
181 1985 **Toyota Hilux** 2.4D commercial, MOT until Dec 2009  
Reg. No: B85 WVG

## **FORTHCOMING MACHINERY AUCTIONS**

3rd June 2009

Sale by auction of modern farm  
machinery and equipment

Holton Le Moor, Market Rasen, Lincolnshire, LN7 6HN

Contact Ken Pritchard 01652 654833

[ken.pritchard@brown-co.com](mailto:ken.pritchard@brown-co.com)

9th June 2009

Dispersal sale by Auction of Farm Machinery and Equipment,  
including John Deere BN Classic Tractors,

D2 and D7 Caterpillar Crawlers and a 10RB Drag Line

Bees Farm, Ravens Bank, Whaplode St Catherine,

Spalding, PE12 6SG

Contact Elizabeth Cave 01775 717894

[elizabeth.cave@brown-co.com](mailto:elizabeth.cave@brown-co.com)

To register to receive emails regarding forthcoming sales or to receive sales catalogues,  
please leave your name and full address including email address at our pay office.

# CONDITIONS OF SALE FOR MACHINERY SALES BY AUCTION

(With Buyer's premium)

## **1 DEFINITIONS**

In these conditions the following terms have the following meanings unless inconsistent with the context:

- "Auctioneers" means Brown & Co – Property and Business Consultants LLP ('Brown & Co')
  - "Buyers Premium" means the premium charged to buyers on purchase of Lots
  - "Commission" means the commission charged on the sale of Lots
  - "Conditions" means the standard terms and conditions of business set out in this document
  - "Lots" means all or any machinery and other items sold or intended to be sold in accordance with these conditions
  - "Purchaser" means a person, firm or Company who purchase any Lot
  - "Vendor" means a person, firm or Company who puts forward any Lot intended to be sold at the sale
  - "Sale" means a sale of the Lots by auction from time to time organized by the auctioneers
  - "Sale ground" means the venue at which the sale takes place
  - "Hammer Price" means the price at which a Lot is knocked down by the Auctioneer to the Purchaser
  - "Sale Proceeds" means the net amount due to the Vendor being the Hammer Price of the lot sold less commission and expenses and any other amounts due to the Auctioneer by the Vendor in whatever capacity and howsoever arising
  - "Reserve Price" means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale
- Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting one gender includes all genders, words denoting persons include corporations.

## **2 CONDITIONS OF SALE**

All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions. These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneer who will announce any departures at the start of the sale.

## **3 HEALTH AND SAFETY**

- (i) All persons entering the Sale ground do so at their own risk and with notice of the condition of the premises and their contents.
- (ii) All persons entering the Sale ground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneer in charge.
- (iii) The Auctioneers shall have the right at their discretion to refuse admission to their premises or attendance at their auctions by any person or entry of any lot onto the Sale ground.

## **4 AUCTIONEERS STATUS**

- (i) The Auctioneers sell as agents for the Vendor except where they are stated wholly or partly to own any Lot as principal.
- (ii) The parties to the contract of sale are the Vendor and the Purchaser and the Auctioneers as such are not responsible for any default by Vendor or Purchaser.
- (iii) The Auctioneers includes any employee or agent of the Auctioneers who at the relevant time has the authority to conduct an auction sale.

## **5 EXCLUSION OF LIABILITY**

- (i) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in respect of any loss or damage whatsoever to any property real or personal (including any Lots) whether incurred before, during or after the Sale.
- (ii) The Auctioneers shall not be liable for any expense, loss, claim or proceedings in any respect or personal injury to or death of any person arising out of or in the course of or caused by the Sale, except to the extent that the same is due to the negligence of the Auctioneers, their servants or agents.

## **6 WARRANTY**

In case of dispute as to the interpretation of these Conditions the decision of the Auctioneers shall be final and binding on all parties save as provided for in Clause 18.

## **7 RESERVATIONS**

- (i) The Auctioneers sell as agent for the Vendor and as such are not responsible for any default by the Vendor or Purchaser.
- (ii) The Auctioneers have absolute discretion without giving any reason to refuse any bid, to divide any Lot, to combine any two or more Lots, to withdraw any Lot from the auction and in case of dispute put up any Lot for auction again.

## **8 CATALOGUES AND ADVERTISEMENTS**

The Auctioneers cannot guarantee that any Lot described in any Catalogue or advertisement will arrive for sale, nor that any description therein contained can be relied upon as accurate. Any illustrations in Catalogues are for general identification only.

## **9 BIDDING**

- (i) The Purchaser shall be the person who makes the highest bid acceptable to the Auctioneers.
- (ii) In the event of a dispute between two or more bidders as to which is the Purchaser, the dispute shall be settled at the absolute discretion of the Auctioneers.
- (iii) No bidding shall be retracted. The bidding increments will be regulated by the Auctioneers. no person may advance less at a bid than a sum to be named from time to time by the Auctioneer.
- (iv) All Lots must be inspected by the Purchaser who bids on the understanding that he has inspected (or is deemed to have inspected the Lot for which he is bidding and agrees to take it with all faults and imperfections (subject to Clause 20).
- (v) The Auctioneers may accept written instructions to bid on behalf of prospective Purchasers but any instructions accepted shall be at the risk of the prospective Purchasers, who will be deemed to have viewed the Lot(s), and the Auctioneers accept no responsibility in connection with the commissioning of their Staff to bid for any Lots or for failure of telecommunications relating to bids made.
- (vi) The Auctioneers may without giving any reason, refuse to accept the bidding of any person.

## **10 PAYMENT**

- (i) All Purchasers must declare their names and addresses, (and produce proof of identity) and if required, to pay to the Auctioneers the amount of the purchase money and if appropriate VAT and any Buyer's Premium charged in cash immediately on the fall of the hammer. In default of which the Lot or Lots shall be offered again and re-sold at the Auctioneer's discretion.
- (ii) Lots must be paid for on the day of Sale, but the Auctioneers may at their absolute discretion, agree to accept payment by such other means or such other manner as they see fit.

## **11 RESERVATION OF TITLE**

- (i) If the Auctioneers do not demand payment from the Purchaser but allow him to remove the Lot from the sale then the Purchaser shall ensure that the title in the Lot remains vested in the vendor (or Auctioneers as Agents of the Vendor) until payment in full has been made. If the Vendor has been paid, but the goods not paid for the title remains with the Auctioneers, until full payment has been made.
- (ii) Until payment in full has been made the Purchaser shall undertake to keep the Lot in a good and marketable and readily identifiable condition and not to sell the Lot which remains the property of the Vendor. In addition, if not paid for on demand, the Lot shall be returned to the Auction site for resale and shall be dealt with as in Clause 19.
- (iii) In the event of sale by a Purchaser before payment has been made in full, the Purchaser shall hold the proceeds of such sale on trust for the Auctioneers (as Agent of the Vendor).
- (iv) In the event of breach of conditions 10 and 11 (i) to (iii), the Auctioneers reserve the right to enter on to the property of the Purchaser, or others,, to reclaim possession of any Lot.

## **12 RESPONSIBILITY FOR LOTS**

After the fall of the hammer such risk and duty shall devolve upon the Purchaser.

## **13 BUYER'S PREMIUM**

The Auctioneers will charge purchasers a Buyers Premium of 5% (plus VAT) on the hammer price of each and every Lot purchased

## **14 VALUE ADDED TAX ON PURCHASE PRICE**

VAT at the standard applicable rate will be added to the sale price of all lots unless they are exempt.

## **15 WARRANTY AND INSPECTION OF GOODS**

- (i) Unless a warranty is specifically given for a particular Lot at the time of the Sale all Lots are sold with all faults and imperfections and errors of description. Purchasers should satisfy themselves prior to sale of the Lot as to the condition of each Lot and should exercise and rely on their own judgement as to whether the Lot accords with its description. Neither the Auctioneers, their servants or agents are responsible for errors of description or for the genuineness or authenticity if any Lot. Unless otherwise stated no warranty is given by the Auctioneers, their servants or agents or by any Vendor to any Purchaser in respect of any Lot and any express or implied conditions or warranties are excluded to the fullest extent permitted by law.
- (ii) If any Lots are described at the same time of the Sale as in "working order" such Lots shall have no defect which renders them incapable of the reasonable work for which they are intended and they must be capable of performing such work.
- (iii) Any Lot described by the Vendor as "just overhauled", "straight from work", "worked up to date of Sale" or "as new" or any other description calculated to mislead Purchasers will be deemed to have been sold with a warranty that such Lot is in "working order" and therefore has no defect which renders it capable of the reasonable work for which it is intended and it must be capable of performing such work.

(iv) All electrical items require a current Electrician's Safety Certificate and any item delivered without a Certificate will either be refused entry or have the lead and plug removed and sold as scrap. Where electrical equipment is sold without specific instructions for use it is the responsibility of the Purchaser to take independent advice as to the correct operating procedures and any characteristics specific to them. The Auctioneers and Vendor shall have no responsibility for the safe use of the item.

#### **16 COMPLIANCE WITH ROAD TRAFFIC ACTS**

The Purchaser of any vehicle or trailer is responsible for complying with all legal requirements as to the construction and the use of such vehicle or trailer and for obtaining all certificates, permits or other authorization necessary before such vehicle or trailer can be used on the road.

#### **17 HEALTH AND SAFETY AT WORK ACT 1974 AND ALL OTHER ACTS AND REGULATIONS APPLICABLE TO HEALTH AND SAFETY**

The Purchaser of any Lot is responsible for complying with all legal requirements as to the safe use of Lots purchased at the Sale and shall ensure compliance with all relevant legislation relating to the safe use of such Lots.

#### **18 NOTIFICATION OF DEFECTIVE LOTS**

(i) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of the Lot purchased shall notify the Auctioneers as soon as practicable and no later than 12.00 noon on the third working day following the Sale at which the Lot was purchased and shall return such Lot to the Sale ground not later than seven days following such Sale together with a competent engineer's report (if so required by the Auctioneer) setting out full details of the defect alleged.

(ii) The Auctioneers may appoint as arbitrator any person including but without limitation any partners of their own firm or any person in their employ who decision shall be final and binding on the Vendor and the Purchaser.

#### **19 RESALE DUE TO FAILURE OF COMPLIANCE**

(i) On failure of compliance with the Conditions, the Auctioneers may without prejudice to any other rights they may have, resell the Lot or Lots, either by public auction or private contract and the deficiency (if any) arising upon the resale together with all expenses shall be due as a debt by the defaulter of the first sale.

(ii) The defaulter shall not be entitled to any surplus which may arise by such re-sale, which shall remain the property of the Auctioneers.

(iii) Expenses shall be deemed to include the usual Auctioneers' commission on the re-sale and all expenses for porters, advertising, market tolls, carriage, care, storage, keep and otherwise.

#### **20 AUCTIONEERS' RIGHT TO ANNUL SALES**

In the event of any dispute or refusal to pay or of non-payment on the part of the Purchaser, the Auctioneers may, entirely at their discretion, annul and cancel the sale of such Lot of Lots.

#### **21 REMOVAL OF LOTS FROM SALE GROUND**

(i) All Lots whether sold or unsold may not be removed from the Sale ground without a pass for the removal of Lots. Passes must be obtained from the Auctioneers' Offices. All Lots must be checked out by a Representative of the Auctioneers.

(ii) All Lots purchased must be cleared from the Sale ground within seven days of the date of the Sale in which they were purchased.

(iii) The Auctioneers reserve the right to sell entirely without reserve by auction at the next, or at any future Sale, any sold or unsold Lot which remains in the Sale ground for longer than the times specified in clause 21 (ii) above, unless they have received and accepted in their sole opinion a satisfactory explanation in writing from the Purchaser or Vendor as to why the Lot remains in the Sale ground.

#### **22 APPLICABLE LAW**

These Conditions shall be governed and constructed in accordance with English Law. All transactions to which these Conditions apply and all connected matters shall also be governed by English Law.

## NOTES

## Professional about property

Brown & Co helps local land and property owners across the region make the best use of their assets.

- Land and property sales
- Farm business advice
- Residential sales and lettings
- Grant funding advice
- Busy auction rooms with regular sales



With a strong regional presence, our professional team have the skills and knowledge you need to help make the decisions you face.

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