

Special Sale by Auction
of Vintage Farm Machinery to include
Tractors, Vehicles, Implements, Engines &
Spare Parts

Held in conjunction with:
The 7th Annual Newark Vintage Tractor &
Heritage Show
Newark Show Ground
Newark
Nottinghamshire
NG24 2NY

on

Saturday 7th November 2009
commencing at 10.30am prompt

Viewing: Morning of the sale only

Auctioneers' Office



10 Market Place,
Brigg, North Lincolnshire, DN20 8ES
General Enquiries – 01652 654833
Fax – 01652 650249

Viewing Day and Sale Day Enquiries – Ken Pritchard – 07768 465760
Daniel Jobe – 07813 646619
Email – daniel.jobe@brown-co.com
www.brown-co.com

PURCHASERS PLEASE NOTE

LOCATION – The sale is being held at the in the Main Ring at the Newark Showground. The sale site is accessed via the A46 at Winthorpe.

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 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 on the day of the sale unless otherwise agreed with the auctioneers.

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 the sale day (unless with auctioneers permission) will be re-sold (see section 11 of the Conditions of Sale). The Joint 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% for tractors and 10% for all other items is payable on the hammer price of all lots. This is subject to VAT @ 15%

VAT – Lots will not attract VAT unless otherwise stated. A list of lots where VAT is chargeable is available from the pay office.

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.

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 – 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:

1. Be dealt with under the requirements set out of HM Customs and Excise publications:
 - a) VAT Notice 703 dated August 2006– Exports and removals of goods from the United Kingdom.
 - b) VAT Notice 725 dated October 2002– The Single Market.
 - c) VAT Information Sheet 2/00 dated May 2000 – Exports and Removals: Conditions for zero rating
2. Be ZERO RATED for VAT purposes subject to the following conditions being met:
 - a) The buyer provides Brown & Co with their VAT/FISCAL NUMBER (which will be verified with UK Customs & Excise) at the time of purchase.
 - b) The goods are removed from the United Kingdom within three months from the time of supply (the date of auction).
 - c) 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.

Important Note

The Lots being offered for sale are vintage equipment. They are sold for private use and not intended for use at work

General Parts & Ephemera

Ford 3000 drawbar and bracket
Ford 3000 & Nuffield hydraulic pumps
Ford 3000 hydraulic pump conversion
Ford 4000 & 5000 draw bars
Ford 4000 water pump
Alco Top 20 cement mixer
Petrol cement mixer
Petrol rotary mowers
Fuel delivery hoses
2 No **British Rail** shod leavers & pikes
Cable winding drum with cable
2 No **Ferguson** potato planter seats
Westwood ride on mower
Brott ride on mower
Howard GEM rotovator
Lincoln floor scrubbing machine (based on **International** Farmall Cub tractor)
Barettes sack weigher
Nuffield drawbars
Leyland 5 stub axle and hubs
Leyland steering pump and ram
Ferguson stabiliser bar
Ford Preforce silencer
Crank for BMC 38T
Levelling box for **Dexter**
Nuffield Tinwork spares
Leyland drawbar
2 No **Ferguson** silencers
Massey Ferguson & **Fordson** starter motors
Fordson Major hydraulic pump
Fordson E27N headlamp brackets & horn
c.1950 cast iron stove
Ferguson Jack
c.1960 hand plough
Ferguson pickup hook
Ford 4600 front weight box
Massey Ferguson 65 MKII manifold & elbow
Gutbrod moto 1032 garden tractor

Cub Cadett 102 Garden tractor
Lister Churn
Lister separator
Mangle
Ivenco Daily Witter tow bar
Anvil
Loom , lights and engine parts for Nuffield 10/60
Fordson Major & Nuffield cylinder heads
Tow chain
Massey Ferguson pressure bar
2 No **Allen** scythes
Qty Winding sack Barrows
Qty **Fordson** Major gaskets
Qty oil & air filters for **Hyster** engines
Qty magnetos
Qty cast iron 14lb, 28lb & 56lb weights
Qty top links & link arms
Qty plough spares
Qty hand tools
Qty tool boxes
Qty **Nuffield** tractor spares
Qty signs
Qty fixings

Wheels, Tyres and large spare parts

4 No **Avon** Armadillo tyres on 5 stud trailer wheels
Pair **Michelin** 11/2/28 tyres
Pair 11 x 36 tractor tyres
Pair **Fordson** N Wheels
Pair **Ferguson** wheels & tyres 400 x 19
Pair **David Brown** wheels
Pair **David Brown** wings
Lambourn cab to fit Massey Ferguson 35 & 135
Massey Ferguson T20 wings
2 No knapsack sprayers
Horndraulic front end loader
8hp **Bolens** ride on mower
E27N grill guard
Dexta nose cone
Pair **Ferguson** TE90 mudguards
Pair **Nuffield** 4/65 mudguards
A frame 4/65
BMC front axle
Nuffield radiator
International XL top bonnet grill

Allis Chalmers grill
3 No Y/L Frogs, mould boards & discs
Ferguson sawbench

Pumps, Generators & Engines

Ingersoll Rand V twin compressor pump
BSA generating set
Alco 250v generator
Briggs & Stratton 2hp engine
BKB 250v generator
110v/240v petrol generator
2 No **Honda** 3.5hp petrol engines
Alcon 3hp water pump

Implements & trailers

Ferguson 3 furrow plough
Ferguson 2 furrow plough
2 No **Ferguson** single furrow plough
David Brown 3 furrow plough
David Brown 2 furrow plough
Ferguson potato ridger
Han seed drill
Couch potato riddle with Villers engine
7 cwt car box trailer
Harvey Frost 5cwt trailer crane
Matbro 4'6" bucket
Cyclone fertiliser/seed spreader
Johns Deere potato planter
Ferguson Earth Scoop

Tractors & Vehicles

1991 **Landrover** Defender 110 County
154,000 recorded miles

1983 **Ford** TW30

1982 **Ford** 5610

1952 **Massey Ferguson**

1964 **Fordson** Super Dexta

1959 **Massey Ferguson** 35
4 cylinder

Reg No: PTL 810

1972 **Leyland** 253

Reg No: BVN 231L

David Brown 25D

Reg No: TMA 766

<p style="text-align: center;">Further entries expected (Catalogue entries subject to change)</p>

Vintage machinery causes frantic bidding

Caterpillars and John Deere tractors, owned by a Spalding farming family since the early forties, caused a great deal of interest at Brown & Co's auction at Bees Farm, Whaplode St Catherine, yesterday.

Elizabeth Allen, of Brown & Co, said; "the prices achieved are a reflection of the way the machinery has been looked after over the last 60 years or so, latterly by Tony Bishop and previously his father. The great range of vintage machinery drew buyers from miles around. We are delighted with the results, particularly the D7 which made £9,250, two John Deere BN's which made £4,400 and £4,600 and what is believed to be the oldest 10-RB – complete with original Ruston Hornsby engine – which made £4,750."

The newer farm machinery also sold well with a Case 956XL making £6,400 and a Claas Dominator 96 falling to the auctioneers hammer for £13,250.

Forthcoming sales

1st December 2009 – Dispersal Sale by Auction of Livestock/Arable Farm Machinery and Dairying Equipment – Abbey Farm, Walsingham, Norfolk, NR22 6BL
Contact Simon Wearmouth - 01 603 59825, simon.wearmouth@brown-co.com

4th December 2009 – Brigg Collective Machinery Auction, The old Foundry, Brigg, North Lincolnshire, DN20 8NR
Contact Daniel Jobe – 01 652 654833, daniel.job@brown-co.com

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

"Saleground" 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 Saleground do so at their own risk and with notice of the condition of the premises and their contents.

(ii) All persons entering the Saleground are hereby made aware that there are significant risks on the Saleground including moving machinery and equipment; Caution should be exercised at all times and children must be fully supervised at all times.

(iii) All persons entering the Saleground must take notice of all specific health and safety notices on display at individual sites. If in doubt, please consult the Auctioneer in charge.

(iv) Any accidents or incidents that occur on the Saleground must be immediately reported to Brown & Co and details recorded in the accident book.

(v) No powered machinery or equipment should be started without the prior approval of the Auctioneers.

(vi) No vehicles are permitted on the Saleground during the sale. Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.

(vi) 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 Saleground.

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 RESERVE PRICE AND 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 a bid less 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 or verbal 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.
- (vii) The Auctioneers and/or the Vendor reserve the right to fix a Reserve Price for any lot. The Vendor may bid for any Lot either personally or through the Auctioneers or through any other person as many times as the Vendor thinks fit and may withdraw any Lot at any time before the sale of such Lot.

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) for tractors and 10% (plus VAT) for all other lots 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 the 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 of 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 for a period of 7 days commencing at 12 noon on the sale day subject always to Clause 17 set out below.
- (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 for a period of 7 days commencing at 12 noon on the sale day subject always to Clause 17 set out below.

(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

(i) 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.

(ii) The Purchaser will be deemed to have inspected any Lot and will be solely responsible for ensuring that the Lot complies with the Health & Safety at Work Act 1974 and in particular Sector Information Minute 01/2006/03 as issued or subsequently amended by the Health and Safety Executive or subsequent governing body prior to commencing use or work with such Lot.

(iii) The Purchaser will provide if requested by the Vendor or the Auctioneer acting as Agent on behalf of the Vendor a written undertaking pursuant to Section 6(8) of the Health and Safety at Work Act 1974 to confirm that all duties under Sections 6(1)(a) or 6(1a) of the Health & Safety at Work Act 1974 have passed to the Purchaser at the fall of the hammer.

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 Saleground 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

(i) 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 or Lots.

(ii) Persons attending the sale are respectfully reminded that verbal or physical abuse to any person, especially Brown & Co staff, will not be tolerated.

21 REMOVAL OF LOTS FROM SALEGROUND

(i) All Lots whether sold or unsold may not be removed from the Saleground 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 Saleground on the day of the sale unless otherwise agreed with the auctioneers.

(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 Saleground 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 Saleground.

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.