

BROWN & CO

SALE BY AUCTION OF VINTAGE TRACTORS, IMPLEMENTS, MEMORABILIA AND COLLECTABLES



LOT: 262



LOT: 257



LOT: 256



LOT: 260



LOT: 246



LOT: 255



LOT: 253



LOT: 261

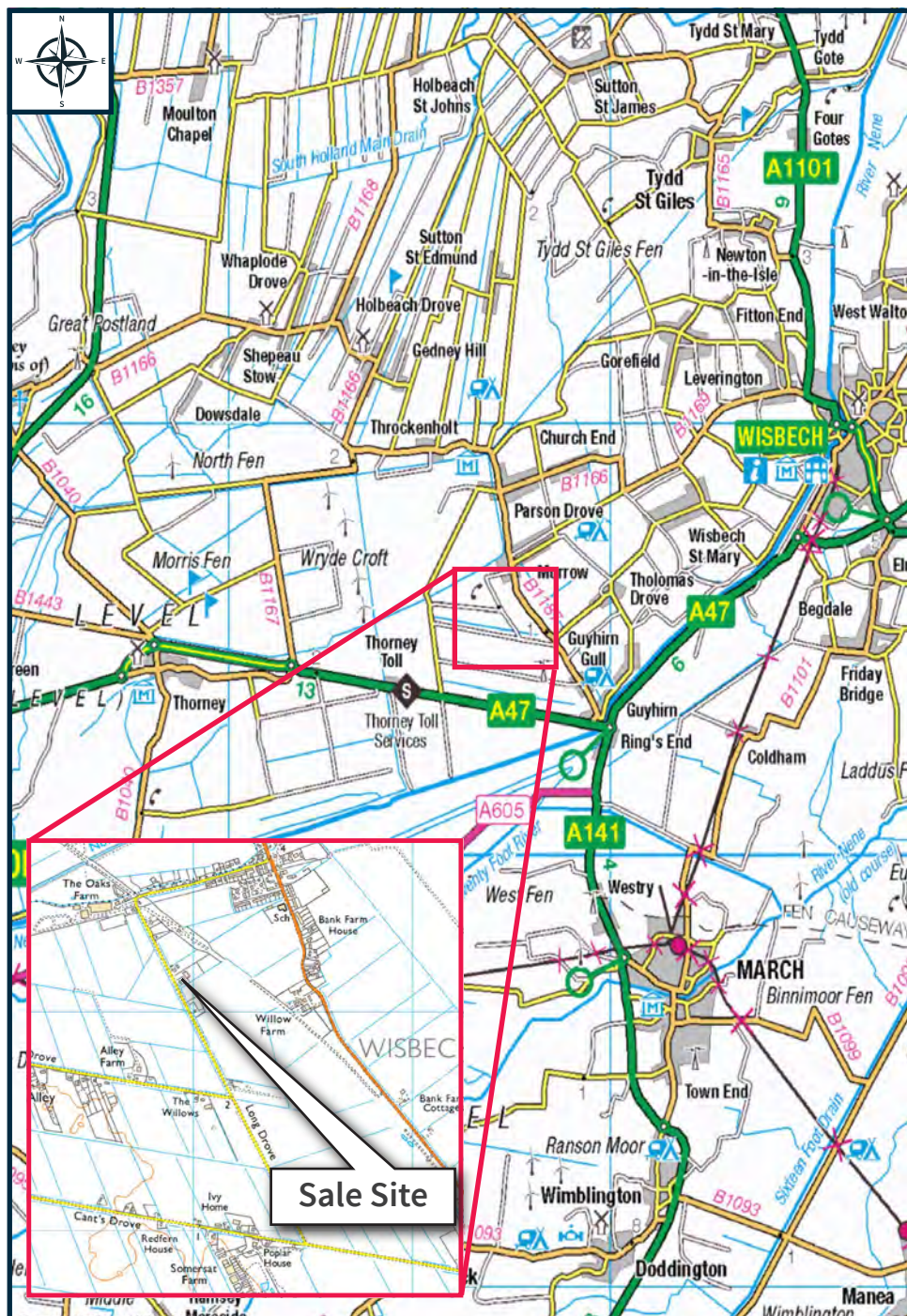
Saturday 13th April 2024 at 10am
Greenacres, Long Drove, Murrow,
Cambridgeshire PE13 4HG

BidSpotter
co.uk

i-bidder.com

BROWN & CO

Property and Business Consultants



On instructions from G J Fennelow

AUCTION OF VINTAGE TRACTORS, IMPLEMENTS, MEMORABILIA AND COLLECTABLES

Saturday 13th April 2024
Commencing 10am prompt

Greenacres, Long Drive, Murrow, Cambridgeshire PE13 4HG

Viewing: 10am until 4pm on Friday 12th April 2024
and on the morning of the sale from 8am only



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Please note that this Catalogue is subject to change,
For an up to date lot list please visit brown-co.com

Purchasers Please Note

LOCATION

From Peterborough take the A47 towards Wisbech, upon approaching Guyhirn take the left hand turn onto Gull road (past Play2day). At the T-junction turn left and follow the road for approximately 1.2 miles. Turn left onto Cant's Drove. Follow the road for a further 0.6 miles and turn right onto Long Drove. Continue along Long Drove and the sale site is approximately 0.7 miles on the right hand side.

From Wisbech and the East follow the A47 to Rings End. At the Roundabout take the exit towards Peterborough continuing along the A47. Take the first right turn onto Gull Road and follow the directions as above.

Parking: There is limited parking available on site, please park considerately along the highway verge and as directed by Brown & Co staff.

The sale ground will be signposted on the sale day and the nearest postcode is **PE13 4HG**

What3words: courier.transcribes.rift

All persons attending the sale ground are reminded that there may be risks on the site including moving machinery and vehicles and to exercise caution at all times with any children being fully supervised at all times. Any incidents that occur on the sale ground should be reported immediately to the Brown & Co office for details to be recorded.

No vehicles will be permitted onto the sale ground during the sale.

PAYMENT DETAILS

All lots become the sole risk of the buyer at the fall of the hammer. The property in a lot purchased shall not pass to the buyer 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 upon the receipt of the invoice sent by the auctioneers and within 1 week of the sale date. In order to comply with Money Laundering Regulations 2017, we are unable to accept cash payments for sums in excess of £7,500 either as a single payment or multiple payments totalling £7,500.

CARD PAYMENTS

We are able to accept VISA Debit Cards only. Payments by Credit Card are not acceptable.

CHEQUE PAYMENTS

Buyers unknown to the auctioneers wishing to pay by cheque with immediate clearance 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 location, date, the account details upon which the cheque will be drawn 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 Friday 19th April 2024.

LOADING FACILITIES

Loading facilities will be available on sale day until 5pm only. Loading outside these times will be strictly by arrangement with the Sellers. Any lots remaining after Friday 19th April 2024 will be re-sold (see

Purchasers Please Note

section 12 of the Conditions of Sale).

The Auctioneers and Seller will not accept any responsibility or liability for the loss or damage to lots left on the sale ground and **all Buyers are reminded that they are entirely responsible for any lot purchased from the fall of the hammer.**

Vehicles entering the sale ground for loading must operate below a 5mph speed limit and move with caution.

BUYER'S FACILITIES

All potential Buyers 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 @ 20%.

ONLINE BIDDING

Live online bidding will be available at this sale via bid.brown-co.com, i-bidder.com or bidspotter.co.uk. A 2% plus VAT internet surcharge will be added to the hammer price for successful bids made online through bid.brown-co.com, i-bidder.com or bidspotter.co.uk. We recommend that registration for online bidding is made before the day of the sale.

Brown & Co accepts no liability whatsoever for any loss of connectivity and the ability to bid on the day of the sale and strongly recommends attending the sale in person to ensure that ability to bid is maintained.

VAT

The lots included within the sale form part of a private collection and are not subject to VAT. The Buyers Premium payable on the hammer price will be subject to VAT @ 20%.

CONDITIONS

The sale will be conducted under our standard Conditions of Sale reproduced in this catalogue. All prospective Buyers 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 Sellers nor the auctioneers make any warranty regarding engine hours or vehicles mileages.

INSPECTION OF EQUIPMENT

No powered machinery or equipment may be started without the prior approval of a Brown & Co representative.

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

Purchasers Please Note

added. Please contact the auctioneers prior to the sale to ensure that the machinery has been delivered onto the sale ground.

VIEWING

Friday 12th April 2024 from 10am - 4pm and on the morning of the sale from 8am.

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 January 2021 – Good exported from the UK from January 2021.

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

a) The goods are removed from Great Britain within three months from the time of supply (the date of auction).

b) Brown & Co are provided with valid commercial documentary evidence that the goods have been removed from Great Britain within three months of the auction date.

Unless and until the above requirements are fulfilled Purchasers will be charged VAT at the Great Britain standard rate (currently 20%). This will only be refunded if all requirements within the regulations are met within the specified time limits.

Upon receipt of cleared funds the Purchaser at auction takes ownership of the goods and goods will not leave a vendors premises until this is the case. The Purchaser or their agent will be responsible for removing the goods from Great Britain and will act as the importer of record and will be responsible for payment of any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country.

Neither Brown & Co or the Vendor are responsible for any VAT, duties, goods and services tax, or other sales or import taxes or duties arising on the exportation of the goods from Great Britain and the importation of the goods into any country by the Purchaser or their agent.

Further Guidance is available here for goods leaving the United Kingdom:
<https://www.gov.uk/check-customs-declaration>

Sale by Auction

VINTAGE TOOLS, MEMORABILIA AND COLLECTABLES

- 1 Quantity timber lengths
- 2 6No telegraph poles c.10ft
- 3-4 Quantity cast wheels
- 5 Galvanised bath tub
- 6 Quantity tin baths
- 7 **Black and Decker** drill, single phase
- 8 **Bosch** drill, single phase
- 9-13 Quantity electrical tools
- 14 Bench grinder, single phase
- 15 Vintage drill stands
- 16-17 Quantity hessian sacks
- 18 **Perkins** sign
- 19 **Austin** Vanden Plas chrome car grill
- 20 **Mobiloil** Vacuum Oil Company Ltd enamel wall sign
- 21 **Park Drive** enamel wall sign
- 22 Tractor display board complete with **AA** badges
- 23 Vintage tool display board with tools
- 24 Heavy duty leather sewing machine
- 25-27 Chapel organ
- 28-29 2No Milk churns
- 30 Milk churn
- 31 Workshop anvil on stand
- 32 Vintage cash box
- 33 Quantity garden furniture
- 34-35 Quantity various barrel pumps
- 36 Vintage pipe threader with dies
- 37 Quantity bottle jacks
- 38 Vintage trailer light board
- 39-45 Quantity vintage hand tools
- 46 Quantity carpenters tools
- 47 Quantity mixed paint
- 48 Caravan levelling bar
- 49 **Agricastrol** 30 oil drum (unopened)
- 50 Quantity armoured cable
- 51-55 Quantity vintage spanners
- 56-60 Quantity socket sets
- 61 Vintage tyre pump
- 62 Vintage solid fuel burner
- 63 Cast iron pots and kettle
- 64 Vintage water heater
- 65 **Rippingilles** paraffin cooker
- 66 Paraffin cooker

Sale by Auction

- 67 Set 5No oil jugs with wooden stand
- 68 Tyre tread cutter
- 69 Vintage manual car jack
- 70 Quantity 2-man timber saws
- 71 Quantity electric motors
- 72 Gazebo
- 73-74 Pair bench ends
- 75 Lin bin rack and bins
- 76 Wooden steps
- 77 Vintage hand operated pillar drill
- 78 Quantity vintage weights
- 79-80 Quantity cast iron troughs
- 81 Cast iron guttering spares
- 82 Cast iron fire surround
- 83-87 Quantity miscellaneous tractor spares
- 88 **Ferguson** trailer jack
- 89 Drawbar assembly to suit **Ferguson**
- 90 Quantity **Ferguson** spares
- 91 **Ferguson** fuel tank
- 92-93 2No **Ferguson** T frames
- 94 **Ferguson** jack
- 95 Vintage **Ferguson** trailer jack
- 96 **Ferguson** bonnet
- 97 **Fordson** tractor seat
- 98 **Fordson** belt pulley
- 99 **David Brown** linkage arms
- 100 Steam engine jack
- 101-103 Quantity tractor top links
- 104 Quantity engine spares
- 105-150 Spare lots
- 151 Pedestrian bean drill
- 152 **Lister** milk separator
- 153 **Melotte** milk separator
- 154 Vintage **Avery** balance scales
- 155 **Avery** coal scales
- 156 Metal cabinet
- 157 **Castrol** oil pump
- 158 Oil dispensing cabinet
- 159 Quantity vintage fuel cans
- 160 **Castrol** oil tank
- 161 Workshop 4-wheel trolley
- 162 Pedestrian cart frame
- 163-164 Vintage childs trike
- 165 Vintage **Toyota** Land Cruiser childrens pedal car

Sale by Auction

- 166-169 Tradesmans bicycle
- 170-175 Vintage bicycle
- 176-177 Quantity vintage bicycle tyres
- 178 **Blench** sack barrow
- 179 Sack barrow
- 180-182 Sackwinding barrow

VINTAGE EQUIPMENT

- 183 Vintage cake breaker
- 184 Heavy duty cake breaker, belt driven
- 185 **Picksley Sims** cake breaker
- 186 **Garretts** horse drawn hoe
- 187 **Harrison McGregor & Co Ltd** root cutter
- 188 **Webb** pedestrian mower
- 189-191 **ATCO** cylinder mower
- 192 Pedestrian mower
- 193 3No pedestrian push mowers
- 194 **Honda** HRB425c petrol pedestrian mower
- 195 Pedestrian rotavator
- 196 **Howard** rotavator

WHEELS AND TYRES

- 197 Single 6.00-16 tyre only
- 198 Single 7.00R16 wheel and tyre
- 199-204 Quantity various wheels and tyres
- 205 Pair **Ferguson** wheel pans
- 206 Pair **Michelin** 11.2/10-28 tyres only
- 207 Single **Dunlop** 12.4/11-28 wheel and tyre (no centre)
- 208 Pair **Avon** 6.00-36 row crop wheels and tyres
- 209 Pair **Goodyear** 11.2/10-28 tyres only

STATIONARY ENGINES

- 210 Vintage water pump
- 211-212 **Petter** stationary engine
- 213 **Petter** petrol stationary engine
- 214 **Petter** orchard sprayer
- 215 **Lister** Junior stationary engine
- 216 **Lister** D petrol stationary engine. Serial No: 3891DH7
- 217 **Ruston Hornsby** diesel stationary engine on metal frame
- 218 **Ruston Hornsby** petrol stationary engine on trolley



IMPLEMENTS

- 219 Concrete rear weight
- 220 Quantity seed harrow sections
- 221 Dutch harrow 6' linkage mounted
- 222 Duck foot harrow 3' trailed
- 223 Vintage duck foot harrow, linkage mounted
- 224 **Ransomes** trailed beet lifter
- 225 **Lister Blackstone** trailed hay rake
- 226 **Ferguson** saw bench with belt and pulley
- 227 **Ransomes** single furrow trailed plough
- 228 **Ferguson** 2 furrow conventional plough, linkage mounted
- 229 **Harrison McGregor & Co Ltd** trailed finger bar mower. Serial No: 7747
- 230 **Massey Ferguson** 732 finger bar mower, linkage mounted. Serial No: D31578
- 231 **Massey Ferguson** 5'4" tool bar frame with 3No ridging bodies. Serial No: P2771
- 232 **Ferguson** 5'4" tool bar frame with 3No ridging bodies. Serial No: 45072
- 233 **Ferguson** 7' tool bar frame with 9No fixed tines
- 234 **Ferguson** transport box, linkage mounted
- 235 **Ferguson** earth scoop, linkage mounted
- 236 **Ruston Hornsby** "Coopers Demon" orchard sprayer

TRAILERS AND CARTS

- 237 Single axle wooden pig trailer 7' x 4' on 6.50-16 wheels and tyres
- 238 **AA** Tool trailer 5' x 3' single axle on 165/85R14 wheels and tyres
- 239 Twin axle 12' x 5'11" car trailer on 6.00-16 wheels and tyres
- 240 **Ferguson** single axle trailer chassis on 7.50-16 wheels and tyres
- 241 Wooden dropside 3t high tip hydraulic tipping single axle trailer on 9.00-16 wheels and tyres
- 242 **Massey Ferguson** 712 rear discharge manure spreader single axle on 7.50-20 wheels and tyres. Serial No: L2869
- 243 **Pettit** horse drawn drop side manual wind tipping cart with front and rear raves
- 244 **Cooke & Sons of Lincoln Ltd** Hermaphrodite 4 wheel horse drawn wagon with additional tractor drawbar
- 245 Shephards/garden wooden hut 10' x 4'6" on 4 wheel trailer

VEHICLES

- 246 1954 **Austin** A40 Somerset black saloon car with 1200cc petrol engine, red leather interior and spare tyre. Reg No: HFE 603. Mileage: 42,489. Serial No: GS4877763
- 247 **BSA** Bantam D1 125cc 2-stroke motorbike . Reg No: WDA 823 (No V5). Mileage: 2,011
- 248 1962 **BSA** C15 250cc motorbike. Reg No: 714 BBD. Serial No: C15 29929

TRACTORS, CRAWLER & ATTACHMENTS

- 249 **Ransomes** MG5 metal tracked crawler with petrol engine and 4' mounted cultivator
- 250 **Ransomes** TS42 single furrow trailed plough to suit **Ransomes** crawler
- 251 Set **Ransomes** 3' trailed discs to suit Ransomes Crawler
- 252 Trailed discs to suit **Ransomes** crawler
- 253 **BMC** 9/16 2wd diesel tractor with rear linkage and swinging drawbar on 9.5-24 rear and 5.00-15 front wheels and tyres. Reg No: HTL 124D (No V5). Hours: 1,303. Serial No: 16D/2746/1464
- 254 1949 **Ferguson** TED 2wd petrol paraffin tractor with rear linkage and drawbar on 10.00-28 rear and 6.50-16 front wheels and tyres. Reg No: Q506 HVF. Serial No: TED 83414
- 255 1950 **Ferguson** TEA 2wd petrol paraffin tractor with rear linkage and hitch on 10-28 rear and 4.00-19 front wheels and tyres. Reg No: DJL 475. Serial No: TEA 145432
- 256 1954 **Ferguson** TEF 2wd diesel tractor with canvas cab, pick up hitch and rear linkage on 11.2-28 rear and 4.00-19 front wheels and tyres. Reg No: Q537 EGV. Serial No: TEF 401683
- 257 1954 **Ferguson** TEF 2wd diesel tractor with **Clydebuilt** cab, rear drawbar assembly and linkage on 11.2/10-28 rear and 4.00-19 front wheels and tyres. Reg No: HTL 641. Serial No: TEF 393476
- 258 1955 **Ferguson** TED 2wd petrol paraffin tractor with underslung exhaust, rear belt pulley and linkage on 12.4-28 rear and 4.00-19 front wheels and tyres. Reg No: MBD 684 (No V5). Serial No: TED 456195
- 259 1962 **Fordson** Dexta 2wd diesel tractor with pick up hitch, rear linkage and rollbar on 12.4/11-28 rear and 4.00-19 front wheels and tyres. Reg No: UDO 199. Hours: 4,439. Serial No: 1496273
- 260 1964 **Fordson** Super Dexta 2wd diesel tractor with rear linkage and PTO on 11.2/28 rear and 6.00-16 front wheels and tyres. Reg No: YDO 760. Hours: 4,728. Serial No: D911675
- 261 1948 **John Deere** Model A row crop tractor with side belt pulley, rear PTO and drawbar and twin front wheels on 13.6R38 rear and 5.50/16 front wheels and tyres. Reg No: JAH 166. Serial No: 598533
- 262 1968 **David Brown** 880 Selectamatic 2wd diesel tractor with canvas cab, rear hydraulic valve, PTO, rear linkage and drawbar on 12.4-32 rear and 6.00-16 front wheels and tyres. Reg No: KDO 679F. Hours: 6,095. Serial No: 880/A547760/s

BROWN & CO

FORTHCOMING AUCTIONS

Timed Online Auction of Modern Farm Machinery and Equipment

Northallerton, North Yorkshire

Starts 14th March 2024

Ends from 19th March 2024 at 12pm

National Online Timed Auction of Machinery, Straw and Forage

Starts 15th March 2024

Ends from 25th March 2024 at 12pm

Timed Online Auction of Modern Farm Machinery and Equipment

Askham, Nottinghamshire

Starts 4th April 2024 - Ends from 8th April at 12pm

Sale by Auction of Modern Farm Machinery and Equipment

25th April 2024

Clifton Bury Farm, Clifton, Bedfordshire SG17 5EX

Sale by Auction of Modern Farm Machinery and Equipment

Caxton, Cambridgeshire

Thursday 6th June 2024 at 10.30am

Conditions of sale for Machinery Auction With Buyers Premium

1 DEFINITIONS

(i) 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’), C.R.N. OC302092 whose registered office address is at The Atrium, St. Georges Street, Norwich, England, NR3 1AB;

“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; and

“Reserve Price” means the minimum price fixed by either the Auctioneers or Vendor at which any Lot is to be sold at the sale.

(ii) 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

(i) All persons attending the Sale in any capacity are deemed to attend on the understanding that they have read and understood these Conditions.

(ii) These Conditions may be supplemented or superseded by Special Conditions applicable to specific Sales. Please check with the Auctioneers who will announce any departures at the start of the sale.

(iii) These Conditions, the sale of the Lots and the participation in the auction are on the basis that the Purchaser is acting wholly or mainly within the Purchaser's trade, business, craft or profession. The Purchaser should immediately notify the Auctioneers if this is not correct.

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;

(iii) Caution should be exercised at all times and children must be fully supervised at all times.

(iv) 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 Auctioneers in charge.

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

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

(vii) No vehicles are permitted on the Saleground during the sale.

(viii) Any vehicles brought onto the Saleground to collect lots should be operated with extreme caution and within a 5mph speed limit.

(ix) 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. The Auctioneers 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 LIMITATION OF LIABILITY

(i) This clause 5 sets out the entire financial liability of the Auctioneers (including any liability for the acts or omissions of its respective employees, agents and subcontractors) for:

(a) any breach of these Conditions however arising;

(b) any use made or resale of the Lots by the Purchaser; and

(c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.

(ii) Nothing in these Conditions shall limit or exclude the Auctioneers liability for:

(a) death or personal injury resulting from negligence;

(b) fraud or fraudulent misrepresentation; or

(c) any other liability which cannot be excluded or limited by applicable law.

(iii) Without prejudice to clause 5(ii), the Auctioneer shall not under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or

Conditions of Sale for Machinery Auction

otherwise, for any:

- (a) loss of profit;
- (b) loss of goodwill;
- (c) loss of business;
- (d) loss of business opportunity;
- (e) loss of anticipated saving; or
- (f) special, indirect or consequential damage,

suffered by any other party that arises under or in connection with these Conditions.

(iv) Without prejudice to clause 5(ii) or clause 5(iii), the Auctioneers total liability for all other losses arising under or in connection with these Conditions, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Reserve Price.

(v) The Purchaser acknowledges that the Vendor has given the Purchaser a reasonable opportunity to inspect the Lots, and the Purchaser has satisfied itself as to the quality and condition of the Lots.

6 WARRANTY DECISIONS

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 17(iv).

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. Except as set out in these Conditions the bids are on the understanding that the Lot has been inspected and is purchased with all faults and imperfections.
- (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.
- (x) 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 RESPONSIBILITY FOR LOTS

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

12 RESERVATION OF TITLE

- (i) If not paid for on demand, the Lot shall be returned to the Saleground for resale.
- (ii) Title to Lots shall not pass to the Purchaser until payment in full is received (in cash or cleared funds) for the Lots, in which case title to these Lots shall pass at the time of payment of all such sums.
- (iii) Until title to Lots has passed to the Purchaser, the Purchaser shall:
 - (a) store those Lots separately from all other goods held by the Purchaser so that they remain readily identifiable as the Vendor's property;
 - (b) not remove, deface or obscure any identifying mark or packaging on or relating to those Lots; and
 - (c) maintain those Lots in a good and marketable condition and keep them insured on the Vendor's behalf for their full price against all risks with an insurer that is reasonably acceptable to the Vendor.

Conditions of Sale for Machinery Auction

(iv) Subject to clause 12(v), the Purchaser may resell or use the Lots in the ordinary course of its business (but not otherwise) before payment for the Lots is made in full (if the Purchaser resells the Lots before that time it does so as principal and not as agent).

(v) If before title to Lots passes to the Purchaser, the Purchaser suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits any inability to pay its debts, or is deemed by the Auctioneers to be unable to pay its debts, then, without limiting any other right or remedy the Vendor may have:

- (a) the Purchaser's right to resell the Lots or use them in the ordinary course of its business ceases immediately; and
- (b) the Vendor may at any time require the Purchaser to deliver up all Lots in its possession that have not been resold, or irrevocably incorporated into another product.
- (vi) 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).
- (vii) In the event of breach of clause 10 or clause 12, the Auctioneers reserve the right to enter on to the property of the Purchaser, or others, to reclaim possession of any Lot.

13 BUYER'S PREMIUM

A Buyer's Premium of 5% of the hammer price is payable on all lots. This is subject to VAT @ 20%.

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 15(v) to clause 15(vii) inclusive 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 similar description will be deemed to have been sold with a warranty that such Lot is in "working order".

(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.

(v) 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.

(vi) 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.

(vii) 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.

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 ACCEPTANCE AND DEFECTIVE LOTS

- (i) If the Purchaser fails to give notice of rejection in accordance with this clause, it shall be deemed to have accepted the Lots.
- (ii) Any Purchaser disputing the accuracy of any description or alleging breach of warranty of a Lot purchased shall:
 - (a) in the case of a defect that is apparent on normal visual inspection, no later than 12:00 noon on the third working day following the sale date; and
 - (b) in the case of a latent defect, give notice to the Auctioneers as soon as possible following the latent defect having become apparent.
- (c) return the Lot to the Saleground (or other such location as notified to the Purchaser by the Auctioneers) with seven days of the Purchaser's notice; and
- (d) within seven days of the Auctioneer's request, provide a competent engineer's report setting out full details of the alleged defect.

Conditions of Sale for Machinery Auction

(iii) The Purchaser's rights under clause 18 shall not apply if:

- (a) the Purchaser makes any further use of those Lots after giving notice or discovering the defect;
 - (b) the defect arises because the Purchaser failed to follow any oral or written instructions for the storage, commissioning, installation, use and maintenance of the Lots or (if there are none) good trade practice regarding the same;
 - (c) the Purchaser alters or repairs those Lots;
 - (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
- or
- (e) the Lots differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

(iv) 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.

18 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.
- (iv) For the avoidance of doubt, if any Lots are subject to a resale the Auctioneers shall not be required to obtain an equal or greater sale price than achieved during the first sale.

19 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 the Auctioneers' staff, will not be tolerated.

20 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 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 Saleground for longer than the times specified in clause 20(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.

21 THIRD PARTY RIGHTS

A person who is not a party to a contractual relationship under these Conditions, shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

22 ENTIRE AGREEMENT

You acknowledge that you have not relied on, and shall have no remedies for, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Conditions.

23 SEVERANCE

- (i) If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If that modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to, or deletion of, a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Conditions.
- (ii) If any provision or part-provision of the Conditions is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend that provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

24 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.

BROWN & CO

MACHINERY AUCTIONS

Brown&Co have an excellent reputation for providing professional and successful machinery auction service throughout England. We arrange and organise both on site and national online auctions and both dispersal and collective auctions, meaning we have a service to suit all clients, whether disposing of one item or a full collection. Our auctions are well attended and run smoothly due to our enthusiasm and dedication which ensures a successful outcome for both sellers and buyers.

We conduct sales on behalf of private individuals and businesses as well as Insolvency Practitioners, Local Authorities and Statutory Bodies and for various reasons ranging from retirement to restructuring and we are able to tailor our service to suit their needs. Our auctions are promoted widely to our extensive database of contacts and we market the sale thoroughly including social media and website.

Our experience and knowledge ensures sale proceeds are maximised and the whole auction is conducted in an efficient way. Please feel free to contact us with any queries; whatever your location.



LOT: 258



LOT: 244



LOT: 254



LOT: 259



LOT: 249



LOT: 251



LOT: 242



LOT: 247

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