Berry Auctions

On Instructions from the Trustees upon Disolution of the Trust Re:

W. H. Christian

Road Transport Contractors & Warehousemen
established c.1933
Specialists in Distribution
BOSTON, LINCOLNSHIRE,

Auction Sale of Entire Long Established & Well Maintained

Haulage Fleet, Vehicles, Office & Workshop Equipment, Etc.

On Site in BOSTON, LINCS

At 12 NOON on

Thursday 10th August 1989

VIEWING - From 9.30 a.m. Sale Day Only

TERMS - Cash - Cheques by Arrangement Only

Nationwide Anglia Estate Agents

Auction Rooms Spalding Road Bourne PE10 9LE Tel (0778) 422686

CONDITIONS OF SALE

1. Every Sale and these Conditions of Sale shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of English Courts.

2. Berry Auctions act as Agents only in respect of good delivered for the purpose of sale and herein shall be known as the "Auctioneers". A person instructing Berry Auctions to sell goods are herein known as "Vendors". Persons who have acquired lots offered for sale by the Auctioneers are herein known as "Purchasers".

3. All persons attending a Sale under the conduct of the Auctioneers - whether at their Sale Rooms or elsewhere - shall be deemed to be on the land and premises at their own risk and shall have no claim against the Auctioneers or their principals in respect of the cancellation/postponement of a Sale or any loss, accident or injury, howsoever occasioned, save in so far as the same is proven to be caused by the direct negligence of an employee(s) of Berry Auctions.

4. The Auctioneers make every reasonable effort to ensure the accuracy of advertisements, catalogue descriptions and other publicity but except where specifically instructed so to certify by a Vendor, declare that all statements, oral or in writing, are those of opinion only, made without responsibility and shall not give rise to any action in law for damages, compensation or rescission of a sale by a Purchaser, against any Vendor, the Auctioneers or their employees.

5. Many lots are of an age or nature which preclude their being in pristine condition. Some catalogue descriptions may make reference to damage and/or restoration; however, omission of such a reference does not imply a lot is free from defects nor does any reference to a particular defect imply the absence of others.

6. Purchasers should satisfy themselves by physical inspection of lots, before bidding, as to the origin, authenticity, quality, age, weight, size and general description - as lots are sold in their actual state with all faults, imperfections or errors of description.

7. Electrical/mechanical goods are sold on the strict understanding that these are untested, without warranties or any guarantees as to serviceability or working order.

8. Persons handling lots do so at their own risk and shall make good all loss or damage howsoever sustained; such estimate of cost to be assessed by the Auctioneers whose decision shall be final.

9. In making a bid, Purchasers acknowledge their attention has been drawn to these Conditions of Sale and that they are satisfied as to the description and condition of lots.

10. Lots are sold subject to any announcement, declaration, alteration of description or other matters, made by the Auctioneers prior to the invitation of bids.

11. At the fall of the hammer, the highest bidder, acceptable to the Auctioneers, shall be the Purchaser and any dispute shall be settled by the Auctioneers, whose decision shall be absolute and final. No lots shall be transferred.

12. The Auctioneers may divide, combine, add to or withdraw lots and make any catalogue alterations without notice or reason; they shall regulate the advance of bidding, accept or reject any bid (at their absolute discretion and without justification) and bid on behalf of the Vendor where there is a reserve price or at their authorised discretion.

13. The Purchaser shall give his name (and permanent place of abode, if demanded) and upon failure to do so, the Auctioneers may offer the lots again, at their sole discretion.

14. As Agents only, the Auctioneers shall not be responsible for default on the part of Vendors or Purchasers. Any resultant deficiency, together with interest, costs and expenses, shall be made good by the defaulter, recoverable as and for liquidated damages. This condition is, however, without prejudice to the right of the Auctioneers, in appropriate circumstances, to enforce the Sale Contract if they think fit.

15. The Contract of Sale is made with the Auctioneers, as Agents for the Vendor and payment shall only be made to them. Notwithstanding the foregoing, the Auctioneers shall retain a lien on all goods which shall not pass to the Purchaser until full payment has been received.

16. Unless prior arrangements have been made with the Auctioneers, cheques in excess of £50 will not be accepted from purchasers unknown to them who have not previously supplied a Bank or other suitable reference. In all cases, cheques must be supported with the production of a valid Bank Card. Non compliance with this condition may delay the release of lots, pending the clearance of cheques.

17. At the fall of the hammer, all lots shall be and remain, in every respect, at the absolute risk of the Purchaser, including those of fire, burglary, etc., and damage occasioned to lots by the removal of other goods.

18. Purchasers shall pay for and remove lots at their own risk and expense immediately but at the latest within 4 days following the Sale; after such time they shall be subject to a weekly charge of £1.00 per lot to cover storage and where applicable, interest on outstanding accounts will be levied at 10% above National Westminster Bank PLC Minimum Lending Rate. Such additional charges being subject to the foregoing conditions regulating payment and no lots shall be released to a Purchaser until any excess charges have been paid. In any event the Auctioneers reserve the right to resell uncollected lots by auction or private treaty or alternatively, warehouse goods at a Purchaser's expense. In all cases, the Auctioneers may act without notice and any incidental expenses incurred will become a liability to the defaulter.

19. Notwithstanding any other terms in these Conditions of Sale, if within seven days of the Sale, a Purchaser gives notice in writing to the Auctioneers, that in his/her opinion a particular lot (this shall not apply to books or similar printed matter) is a deliberate forgery, as defined below and within fourteen days after such written notice, returns the lot to the Auctioneers in the same condition as it was at the time of the Sale - and by producing evidence, the burden of proof to be upon the Purchaser - satisfies the Auctioneers that the lot is a deliberate forgery, then the Auctioneers are authorised to and will rescind the transaction and refund the purchase price received by them. This benefit is not assignable.

    In the context of this guarantee, a "deliberate forgery" means a lot made with an intention of deceive, when considered in the light of the catalogue entry and at the date of the Sale had a value substantially less than it would have had, had it been in accordance with the description. However, there will be no right where the description in the catalogue at the time of the Sale was in accordance with the then general opinion of experts or fairly indicated there to be a conflict of opinion. The auctioneers reserve the right in forming their opinion to consult and rely upon any expert or authority considered by them to be reliable.

20. The Auctioneers are prepared to accept commission bids on behalf of intending Purchasers unable to attend at the time of the Sale, providing requests are made in writing and up to half an hour before the commencement of a Sale and given to the Auctioneers Staff. This service is undertaken free of charge but without responsibility and only on the condition that the Prospective Purchaser has viewed the lot or lots involved.

21. A Buyers Premium of 10% is payable by all Purchasers and is subject to V.A.T. at the prevailing rate.

22. Title of the Goods remains with the Vendor until payment is made in full, responsibility of the goods passes however to the Purchaser at the fall of the hammer and the Purchaser is therefore responsible for the insurance of the goods purchased.

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To save time and to prevent mistakes each Purchaser will oblige BERRY AUCTIONS by filling in this slip and handing it to the Auctioneers Clerk on making the first purchase.

Purchaser's Name .....

Full Postal Address .....

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NOTES

1. The W.H Christian Fleet is well known for its exceptional Maintenance Record and the condition of the Vehicles reflect this attention to Regular Maintenance.Until a few days prior to the Sale most of the Vehicles were in everyday use completing various Contracts therefore the mileage quoted is merely a guide as readings were taken on 8th July.All Lorries and Tractor Units were serviced before being parked pending the Auction.

2. The Auction Site will be conducted at the Companys rented premises at London Road,South Boston (A16 Road to Kirton & Spalding,Etc) near the 'Pincushion' Public House (by kind permission of Messrs B.R.S).Please park in Parking Area indicated by our staff & do not block access adjoining premises.The Vehicles,Portakabin,some fuel tanks,etc will be on view at the Companies other sites in Spain Place & Marsh Lane,Riverside Industrial Estate,Boston (by kind permission of Messrs Howard Tenens) as indicated on the Location Map at the rear of this catalogue. All lots will be sold from a Rostrum at the London Road Site.New Roadway Works are causing considerable delays and congestion so intended purchasers should allow plenty of time as sale lots are on three sites,all within half a mile of each other but divided by the road works.

3. VAT at 15% is applicable on all lots except the Car.

4. Purchasers Commission of 10% is payable on all lots this also being subject to VAT.

5. Removal of Purchases Goods must be collected as soon as paid for and must be collected within the allowed hours on the day following the Sale if not on Sale Day.Items paid for by cheque over £50 can only be removed if adequate arrangements are made.

6. Payment MUST be in full IMMEDIATELY after the Auction. Payments can only be made by the following methods :-
   1. Cash
   2. For accounts up to £50,cheque with valid bankers' card.
   3. Bankers' draft or Building Society Cheque.

   Goods will not be released against cheques unless specific arrangements have been made.Purchasers wishing to pay by cheque should obtain a letter of authority from their bankers,stating the sale title,date of sale and the amount up to which cheque may be accepted.

7. Commissions If you cannot attend this or any of our sales we are pleased to execute commission bids on your behalf.We are proud of our reputation in such commissions and always attempt to purchase at the lowest possible bid. The lowest commission bid accepted is £5. Please note that Berry Staff and Sale Porters are not allowed to bid personally so all bids are to be in writing and handed to any of the Office Staff.It is the responsibility of the prospective purchaser to contact Berry Auctions to see if a commission has been successful.

8. Lotted Lists will be available on Sale Day.

9. The Sale is conducted at the Sites indicated upon permission of the Site Owners and no liability of any kind is accepted by the Site Owners, W.H.Christian Trustees or Berry Auctions for any loss,damage or injury arising to any prospective purchasers or persons at those premises however it may occur.

10. Most of the equipment was in virtually everyday use until the time of the cessation of business and was in working condition, however no guarantee can be given and all lots are sold as seen.

11. Two of the Lorries and the two forklifts are sold on condition they can be used by W H Christian to complete a contract,these 4 lots will be available on Monday 21st August and will be on view on Sale Day but retained for those few days by the Company.

TRACTOR UNITS

ERF E14 38 tonne 6 wheel Tractor Unit, E77 HEW,First Reg 1/8/87,Cummins 320 Engine,14 Spicer Twin Splitter Gearbox,ERF Sleeper Cab, 173,693 Rec Km,Test to July 1990

ERF C Series 38 tonne 6 wheel Tractor Unit,C793 RAV,First Reg 1/4/86,Cummins 320 Engine,14 Exton Fuller Range Change,ERF Sleeper Cab, 290,795 Rec Km,Test to April 1990

ERF C Series 38 tonne 4 wheel Tractor Unit,A730 WFW,First Reg 1/4/84,Gardner 300 Engine,Eaton Fuller Range Change,ERF Sleeper Cab,424,104 Rec Km,Test to May 1990

ERF C Series 38 tonne 4 wheel Tractor Unit,NCT 704Y,First Reg 1/10/82,Gardner 265 Engine,Eaton Fuller Range Change,ERF Sleeper Cab, 512,853 Km,Test to October 1989

ERF C Series 38 tonne 4 wheel Tractor Unit,MDO 456X,First Reg 1/6/82,Gardner 265 Engine,Eaton Fuller Range Change,ERF Sleeper Cab, 567,987 Rec Km,Test to July 1990

ERF B Series 32 tonne 4 wheel Tractor Unit,BTL 14X,First Reg 3/11/81,Gardner 230 Engine,Eaton Fuller Range Change,Jennings Sleeper Cab, 621,027 Rec Km (engine rebuilt Feb 1985, 359,783 Km since),Test to November 1989

ERF B Series 32 tonne 4 wheel Tractor Unit,FCT 527V,First Reg 2/6/80,Gardner 240 Engine,Eaton Fuller Range Change,Jennings Sleeper Cab, 693,013 Rec Km (engine rebuilt Jan 1986, 260,214 Km since),Test to June 1990

ERF B Series 32 tonne 4 wheel Tractor Unit,ACT 110T,First Reg 1/4/79,Gardner 265 Engine (uprated),Eaton Fuller Range Change,Jennings Sleeper Cab, 968,558 Rec Km (engine rebuilt Jan 1985, 106,856 Km since),Test to June 1990

ERF B Series 32 tonne 4 wheel Tractor Unit,YDO 643T,First Reg 1/3/79,Gardner 240 Engine,Eaton Fuller Range Change,Jennings Sleeper Cab, 756,267 Rec Km (engine rebuilt March 1984, 565,927 Km since),Test to June 1990

ERF B Series 32 tonne 4 wheel Tractor Unit, UJL 35S, First Reg 6/3/78,Gardner 240 Engine,Eaton Fuller Range Change,ERF Sleeper Cab, 853,991 Rec Km (engine rebuilt Dec 1983, 420,627 Km since),Test to March 1990

LORRIES

ERF E6 4 wheel Rigid Curtain Side Lorry,D348 CEW, First Reg 14/4/87,Cummins 170 Engine,ERF Sleeper Cab, 167,530 Rec Km,Test to May 1990

ERF C Series 6 wheel Rigid Curtain Side Lorry, B958 TDO,First Reg 1/4/85,Gardner 230 Engine,Eaton Fuller Range Change,ERF Sleeper Cab, 290,193 Rec Km,Test to April 1990

ERF B Series 6 wheel Rigid Curtain Side Lorry,GDO 864W,First Reg 1/9/80,Gardner 180 Engine,David Brown Gearbox,ERF Day cab, 531,759 Rec Km (engine rebuilt May 1984, 300,592 Km since),Test to September 1990

Bedford TL 1630 4 wheel Rigid Curtain Side Lorry,NCT 532Y,First Reg 1/12/82, 8.2 litre engine turbo,Day Cab, 448,890 Rec Km (engine rebuilt Nov 1985, 259,374 Km since),Test to December 1989
This Vehicle not available until Monday 21st August but will be on view on Sale Day.

Bedford TL 1630 4 wheel Rigid Curtain Side Lorry,CFE 217X,First Reg 5/1/82, 8.2 litre Engine,Day Cab, 512,195 Rec Km (engine rebuilt Nov 1985, 280,555 Km since),Test to January 1990
This Vehicle not available until Monday 21st August but will be on view on Sale Day.

Bedford TL 1630 4 wheel Rigid Curtain Side Lorry, JJL 497W First registered 1/7/81,8.2 Litre Engine,Day Cab, 574,919 Rec Km (engine rebuilt Aug 1987, 140,586 Km since),Test to July 1990

TRAILERS

Crane Fruehauf 40ft Tautliner Trailer,1/9/87,Tandem Axle (Adjustable King Pin), 13'3" High,Test to July 1990 (Fleet No 23)

Crane Fruehauf 40ft Tautliner Trailer,10/11/86,Triaxle,Lawrence David Body, 13'9" High,Test to March 1990 (Fleet No 22)

Crane Fruehauf 40ft Tautliner Trailer,22/5/85,Triaxle,Lawrence David Body,12' High,Test to May 1990 (Fleet No 21)

Crane Fruehauf 40ft Tautliner Trailer,9/3/84,Tandem Axle,Lawrence David Body,11' 6" High,Test to April 1990 (Fleet No 19)

Crane Fruehauf 40ft Tautliner Trailer,26/10/82,Tandem Axle,Lawrence David Body (modified 1989 by McCombs),13' 9" High,Test to October 1989 (Fleet No 18)

Crane Fruehauf 40ft Tautliner Trailer,26/10/81,Triaxle (converted by Crane Fruehauf),Boalloy Body, 11' 6" High,Test to January 1990 (Fleet No 17)

Crane Fruehauf 40ft Tautliner Trailer,28/09/79,Tandem Axle,Lawrence David Body, 11' 6" High,Test to August 1989 (Fleet No 16)

Crane Fruehauf 40ft Tautliner Trailer,6/08/80,Tandem Axle,Lawrence David Body, 11' 6" High,Test to October 1989 (Fleet No 15)

Crane Fruehauf 40ft Tautliner Trailer,28/09/89,Tandem Axle,Lawrence David Body, 11´ 6" High,Test to October 1989 (Fleet No 14)

Crane Fruehauf 40ft Flatbed Trailer,24/01/79,Tandem Axle,Test to March 1990 (Fleet No 12)

VEHICLES

Alfa Romeo GTV 2.0 Coupe,C873 MFL,First Reg 24/10/85,Test to September 1989, 1962cc

Renault Van,HCT 762W,First Reg 15/10/80,1108cc,Test to September 1989

Bonsor 1600cc LPG Forklift,EFW 261X,Registered 23/4/82,Max Lift 2500kg
This Vehicle not available until Monday 21st August but will be on view on Sale Day at Spain Place Premises

Conveyancer E22-24 Electric Forklift,Max lift 1000kg
This Vehicle not available until Monday 21st August but will be on view on Sale Day at Spain Place Premises

PORTAKABIN

(on view at Spain Place Premises)
c16ft x 8ft divided into two offices

WORKSHOP & WAREHOUSE EQUIPMENT

Philland 1200H Steam Cleaner

Postmatic LAE 200 Space Heater,Serial No 2871233,Gas Powered, 300,000 BTU (on view at Spain Plane Premises).Purchaser to make roof good after removal or to leave flue pipe.

Compressor

Welders

Trolley Jacks

Bench Grinder

Degreaser

Various Fuel Tanks

2 Jungueinrick Handoperated Pallet Trucks & further hand pallet Truck

Sundry Workshop Equipment,Tools,Etc

3 Sack Barrows

Greasing Machine

Oil Tank & Hand Pump

OFFICE EQUIPMENT

Amstrad 1512 Business Computer System with printer & software

5 Swivel Office Chairs inc Executive & Managers Chairs

3 Office Chairs

Safe (size 42" x 25" x 25")

3 Slimline Electric Storage Heaters

2 Three Drawer Filing Cabinets

3 Four Drawer Filing Cabinets

Tudor Telephone System & 8 Extension Phones

Two 2 Door Cabinets

Office Table

Tachograph Analyser (Manual)

Qty Tacho Discs

Qty Tacho Envelopes

4 Sharp Desktop Calculators

Hat/Coat Stand

2 Wire Desk Tidies & Metal Desk Tidy

L Shaped Sapele Office Desk.

Large Pine Desk

5 Assorted Desks

British Telecom CF9 Portable Fax Machine

Wall Clock

2 Magnetic Wall Maps

White Wall Board

Black Wall Board

3 Baize Notice Boards

2 Super Ser Calor Gas Heaters

8 Various Fire Extinguishers

11 Plastic Stacking Trays

Small Desk

Desk Top 3 Drawer Cabinet

Cylinder Type Hoover Vacuum Cleaner

2 Small Electric Fires

Limited Edition Print Business Map Boston

Auction Rooms
Spalding Road
Bourne PE10 9LE
Tel (0778) 422686

Berry Auctions

COMMISSION BID FORM

1. I, the undersigned, hereby authorise Berry Auctions to bid on my behalf for the items described below.
2. I have seen and understood fully the conditions of sale.
3. I note that the minimum commission bid acceptable is £5.
4. It is my responsibility to contact the auctioneers to discover whether or not bids have been successful.
5. Storage charges of £1. per lot per week will be made after four days; the auctioneers reserve the right to sell the lots after that period and will recover any loss incurred.

Signed ..... Name ..... Date / /

Address .....

..... Tel. No. .....

LOT NO.	BRIEF DESCRIPTION	MAX. PRICE

Nationwide Anglia Estate Agents

Berry Auctions

FORTHCOMING SALES

Auction Rooms Spalding Road Bourne PE10 9LE Tel(0778) 422686

Houses Cleared Quickly, Efficiently & Effectively

Sale of 600 Lots

MODERN AND ANTIQUE FURNITURE AND EFFECTS

10 a.m. EVERY SATURDAY

Viewing : Friday 2 p.m. to 5 p.m.
Morning of Sale 9 a.m. to 10 a.m.
Entries close 12 noon Wednesdays

Saturday Sale on 29th July Includes Wholesale Clearance of Fashion & Costume Jewellery including Gold Plated, some 9ct Gold, Mrs Simpson & Art Deco Style including Leopards & Panthers by Pierre Cardin, Butler & Wilson, Etc.

Lotted Lists of Jewellery Available

Fortnightly Sale Of

OFFICE, SHOP & CATERING EQUIPMENT

Next Wednesday 26th July

Inluding Shop Display Shelving, Cappuchino Machine (cost £1500 recently) Display Refrigerated Cabinets, Glazed Counter, Industrial Vacuum Cleaner, Computer System, 3 Electric Typewriters, 30 Cases Wine, Etc.

Further Entries Invited

Catalogued Sale Of

OFFICE, SHOP & CATERING EQUIPMENT

Wednesday 9th August

Includes 3M Quantimatic Microfilm Image Printer Model 183CA & Bell & Howell Intercom 16mm Microfilm Recorder, Etc.

Further Entries Invited

Closing Equipment & Furnishings Of

MORCOTT HALL BOARDING SCHOOL FOR GIRLS

On Site Nr Uppingham, Rutland, Leicestershire.

Wednesday 16th August

Including Equipment for 285 Boarders and 30 Day Students

Brief Catalogues available from Bourne Auction Rooms

Tuesday 22nd August

Closing Sale of Garage Equipment

on site in Stamford including
complete MOT Testing Bay (4 yrs old),Workshop Equipment,Stores & 1982 VW Polo CL Car,Mazda Pick-Up Truck,Tooling for Volkwagen & Outboard Motors

Sale at 11 a.m. Viewing from 9.30 a.m.

Next Monthly Sale Of

ANTIQUES

Wednesday 30th August

Including Writing Table by J Shoolbred & Co,Set 8 Spindleback 18th Century Rush Seated Oak Dining Chairs,Late 19th Century Mahogany 9 Piece Parlour Suite,Carved Continental Fire Surround,Large Victorian Walnut Glazed Bookcase,Oak Bureau Bookcase,Victorian Walnut Credenza,Large Wind-out Dining Table,Georgian Oak Gateleg Dining Table,Victorian Walnut Spoonback Ladies Chair,Georgee III Mahogany Secretaire Chest,Georgian Oak Bureau,Georgian Oak Welsh Dresser,Boudoir Grand Piano,Parquetry Satinwood Bedroom Trio,Set 8 Chippendale Style Dining Chairs,Portrait Miniature, 2 Longcase Clocks,Etc

Further Entries Invited
NO COMMISSION Charge to Vendors on Individual lots of Antiques Realising over £1,000.

Of Interest to Farm Parks, Museums, Collectors of Agricultural Bygones, Etc.

Catalogued Sale Of

AGRICULTURAL, RURAL & DOMESTIC BYGONES

Wednesday 30th August

Further Entries Invited

Auction Rooms, Spalding Road, Bourne, Lincs PE10 9LE

DIRECTIONS TO SALE SITE

