



**CLASSIC CAR AND VEHICLE
RESTORATION PROJECTS**

SATURDAY 4 JULY 2015

LOT 11: BEDFORD CAR TRANSPORTER





CLASSIC CAR AND VEHICLE RESTORATION PROJECTS SALE

SATURDAY 4TH JULY 2015

Commencing at 12.00 Noon Precisely



Strict Viewing Times:

Friday 3rd July 10.00 am – 4.00 pm
and morning of the sale.

LOCATION OF AUCTION:
THE BARNs
OKEHAMPTON

BUYER'S PREMIUM 5% + VAT

CATALOGUE PRICE: £5

NB: ALL PROSPECTIVE BUYERS ARE REQUIRED TO REGISTER PRIOR TO COMMENCEMENT OF THE AUCTION BY PROVIDING PHOTOGRAPHIC IDENTIFICATION (IE: DRIVING LICENCE OR SIMILAR), AND BANK CARD DETAILS

TELEPHONE AND COMMISSION BIDS WILL ONLY BE ACCEPTED UPON RECEIPT OF 10% OF THE LOWER ESTIMATE OF THE LOT ON WHICH YOU WISH TO BID. UNSUCCESSFUL BIDDERS WILL BE REFUNDED IN FULL AFTER THE SALE.

PLEASE BE AWARE THAT IT IS THE SUCCESSFUL BIDDER'S RESPONSIBILITY TO TAX AND INSURE THEIR NEW PURCHASE FROM THE POINT OF SALE.

LOT 1

CITROEN DS ID 19

A 1969 Citroen DS ID 19.

Vehicle registration number PFJ 49G. Colour Black.

Vehicle identification number VX7F3811117.

Date of first registration: 20/03/69 (Decl/d Manuf 1969).

2 Axle-Rigid body. Historic vehicle. Petrol 1985 CC.

Four leather seats. LHD.

Full MOT to 21/05/16. (Some paperwork. V5C)

This vehicle could benefit from cosmetic attention to the paintwork, but drives well with desirable manual gearbox and leather interior. It has benefited from a recent stainless steel exhaust system.



Estimate £4000 – £5000.



LOT 2

MERCEDES 450 SEL 6.9

A 1977 Mercedes 450 SEL Automatic Saloon 6.9.
Vehicle registration number SY0 237S. Colour Grey.
Vehicle identification number 11603622003157.
Date of first registration 27/06/90 (Decl/d Manuf 1977).
2 Axle-Rigid body. Petrol 6834 CC.
Original wheels. RHD.
Full MOT to 07/06/16. V5C

This vehicle has spent much of its early life belonged to a London Embassy, and then in the possession of the current owner for the last 22 years.



Estimate £2500 - £3000.



LOT 3

DODGE – WRECKER C3 – D8 126

A Dodge – wrecker tow truck 1956.

Chassis number 7084335. Colour red.

Country of first registration: USA.

Registered date of importation to UK: 16/10/02.

(Customs clearance documentation).

2 Axle-Rigid body. 3.5L V8 Petrol engine.

Range Rover running gear and chassis.

The truck has been converted back to something resembling a “Power Wagon” in recent years, and benefits from relatively new wooden butt. Wrap around windscreens.



Estimate £1500 - £2000.



LOT 4

PEERLESS

A project.

No accompanying paperwork.

In need of restoration.

Ford V6 engine which turns freely.

Estimate £500 - £600.





LOT 5

ASTON MARTIN DBS SHELL

An Aston Martin DBS shell with some replacement of the steel frame required.

Good boot and bonnet.

Estimate £1500 - £2000.





LOT 6

ASTON MARTIN DBS PROJECT

An Aston Martin DBS project.

No paperwork.

A complete vehicle, apart from a few missing bits of brightwork and interior trim.

Powered by a 4.2 L Jaguar engine and drives.

Estimate £6000 - £7000.





LOT 7

JAGUAR XJR

A Jaguar 6 cylinder 4 litre Supercharged XJR
Automatic 4 door Saloon.

Vehicle registration R424 CKV. Colour Green.

Vehicle identification number SAJJPALF3BP808441

Date of first registration: 27/09/97.

2 Axle-Rigid body. Petrol 3980 CC.

Full MOT to May

2016. V5C

Current mileage

92879.

This vehicle is in
excellent condition,
and commands
tremendous performance.



Estimate £1500 - £2000.



LOT 8

BRENNABOR MOTOR MOPED

A vintage Brennabor motor moped.
No paperwork.

This moped represents a relatively easy and rewarding project for an enthusiast. It was made by German manufacturer Brennabor-Werke AG based in Brandenburg an der Havel, a company which manufactured infant buggies, bicycles and motorcycles between 1871 and 1945.

Estimate £100 - £200.





LOT 9

HARLEY-DAVIDSON SOFTAIL TRIKE

A 1987 Harley-Davidson Heritage Softail trike.

Vehicle registration number A5 0HD

Vehicle identification number IHDIBJL2XHY

Colour Blue/Cream.

FSH. V5C. Low current mileage 33092.

Full MOT to May 2016.

This vehicle was professionally converted into a trike in 2007 at a cost of £4500, yet could be restored to original bike as original components retained by vendor, and available by separate negotiation if required.

Genuine reason for sale:
Recent ill health of vendor,
and subsequent lack of
use.



Estimate £7000 - £8000.



LOT 10

FORD CMP TIPPER TRUCK

A Ford CMP Tipper Truck 1943.

Vehicle registration number 362 XUU. Colour Green.

Vehicle identification number 4817-5.

Date of first registration: 01/01/43 (Decl/d Manuf 1943).

2 Axle-Rigid body. Historic vehicle.

3000.0 KG Unladen. 4700 CC. Heavy Oil. Two seater.

V5C. MVT Verification

29/07/09. V948.

This vehicle was made under license by Canadian manufacturers for Ford during World War II as a 60



cwt with various body styles. It originally had a petrol V8 engine, but now has a Perkins 6 cylinder diesel. The truck drives and the tipper functions correctly. Operational four wheel drive.

Estimate £4000 - £5000.



LOT 11

BEDFORD CAR TRANSPORTER

A Bedford TK 1977 car transporter.

Vehicle registration number PAF 762R.

Colour Red.

Vehicle identification number ELRACC0GW102643.

Date of first registration: 08/03/77.

2 Axle-Rigid body. Private HGV 7490 KG Gross. Heavy Oil.

Low mileage; 38344. (Believed genuine, although not substantiated.) V5C.

This vehicle is an ex-fire engine which has been converted to a race car transporter by the current owner. It comes complete with ramps and working winch. The first recorded keeper was Cornwall County Fire Brigade, Camborne, Cornwall.



Estimate £4500 - £5000.



LOT 12

CHEVROLET EL CAMINO PICK-UP

A Chevrolet El Camino Pick up 1970.

Vehicle registration number FBY 508H. Colour Maroon.

Vehicle identification number 136800L106449.

Date of first registration: 01/01/70 (Decl/d Manuf 1970).

2 Axle-Rigid body. Historic vehicle. Petrol 5700 CC.

Three seats.

Full MOT to 20/04/16. V5C. (Some paperwork).

This vehicle has undergone a major refurbishment, with new paint and bodywork. It is powered by a 350 cubic inch Chevrolet V8 engine, and automatic gearbox.

Badged "S.S" although this vehicle is standard.

Estimate £9000 -
£10,000.





LOT 13

AMC AMBASSADOR

An Ambassador estate 1974.

Vehicle registration WJY 801M. Colour Black / Silver.

Vehicle identification number H3A887P256608.

Date of first registration: 14/06/74.

2 Axle-Rigid body. 1694.0 KG Unladen.

Full MOT to 14/05/16.

RHD. Seven Seater.

This vehicle has been modified with a rebuilt 440 Chrysler engine rather than the original AMC 360, and according to the current owner has accumulated less than 2000 miles. Rotisserie restoration performed a few years ago. Perceived as a “surf wagon”.



Estimate £6000 - £7000.



LOT 14

TRIUMPH TR7 CONVERTIBLE SPORTS

A TRIUMPH TR7 CONVERTIBLE SPORTS.

Vehicle registration number BVC 185Y. Colour Blue.

Vehicle identification number TPADJ7AA404005

Date of first registration: 31/08/82

Petrol 1998 CC

(Some paperwork)

Current mileage 39839

This vehicle has been unused and garaged since 1998.

Estimate £2500 - £3000.





LOT 15

ALFA ROMEO SPIDER S4

An Alfa Romeo Spider S4.

Vehicle registration number H8 CDP. Colour Black.

Vehicle identification number ZAR11500006011043.

Date of first registration: 01/05/03 (Decl/d Manuf 1991).

2 Axle-Rigid body. Petrol 1960 CC.

Full MOT to 15/04/16. V5C. FSH with comprehensive history file.

LHD.

This vehicle has 127,000 km of verifiable mileage, with previous European registrations in Belgium and Switzerland. It drives well.

Estimate £5000 -
£6000.





LOT 16

PEERLESS / GORDON KEEBLE PROJECT

A Peerless / Gordon Keeble saloon project 1959.

Vehicle registration number WXR 400.

Vehicle identification number G/T2/00174.

Date of first registration: 13/04/59.

2 Axle-Rigid body. V5C.

The chassis, (Keeble No. 75), was shortened and then galvanised before being put under a Peerless body. All running gear is original Gordon Keeble, and the 350 Chevrolet V8 engine requires rebuilding. (Not Keeble stock engine 327). The vehicle benefits from rack and pinion steering. The wheels on the vehicle are solely for manoeuvrability and not driving. Registration document is for a Peerless.

Estimate £10,000 - £12,000.



LOT 17

RENAULT CARAVELLE

A Renault Caravelle Coupe 1968.

Vehicle registration number MHR 803G. Colour Grey.

Vehicle identification number 135854.

Date of first registration: 12/08/68

Petrol 1108 CC.

This vehicle is a complete restoration project, and benefits from being sold with a selection of hard to find parts common to different Renault models of the time.

Estimate £600 - £700.



LOT 18

FORD COUPE MUSTANG RACE CAR

A Ford Coupe 1969 / 70 Mustang race car.

Vehicle registration number EJU 578K.

Vehicle identification number 9F02R167505

Date of first registration: 28/06/72

2 Axle-Rigid body. V5C.

This vehicle was originally a 1969 race car, which was remodelled approximately 18 years ago following a rolling racing incident. It was subsequently raced for several more seasons before being retired. It is sold with its original identity, and is capable of MOT.

Included in the sale are a set of original Mustang front and rear seats. Ford 302 V8 engine in need of rebuild. The original race engine (a 427 with tunnel part head), is available by separate negotiation.



Estimate £10,000 - £12,000.



LOT 19

TRIDENT RACE CAR

A Trident saloon race car 1975.

Vehicle registration number JRT 472N. Colour Red.

Vehicle identification number H3271702A.

Date of first registration 23/07/75 (Decl'd Manuf 1970).

2 Axle-Rigid body. Petrol 5700 CC.

Historic vehicle.

This Clipper V8, Triumph chassis car, (not an Austin Healey), has been updated to take extra power. 351 Windsor engine Ford V8. (The original race engine is available by separate negotiation.) Original seats and some trim. Original dashboard, instruments, together with engine in need of rebuild.

Estimate £10,000 -
£12,000.





LOT 20

PEERLESS / AUSTIN HEALEY SPECIAL

A Peerless sports car 1959.
Vehicle registration number
KSL 190. Colour silver.
Vehicle identification
number GT2 00101
Date of first registration:
09/01/59
2 Axle-Rigid body. Historic
vehicle. Petrol 1991 CC.
3 seater. Automatic. V5C.
Full MOT to 01/06/16.



This charming sports car is based on an Austin Healey 3000 chassis with a 4 litre straight six Rolls Royce engine from a Princess R, effectively producing significantly more power than a standard 3 litre Healey. The gearbox is automatic. The bodywork has evolved from a Jensen and a Peerless, and thus a V5. There is no hard or soft top.

Estimate £7000 - £8000.



LOT 21

BEAGLE AUSTER AIREDALE 1963

GENERAL CHARACTERISTICS

- Crew: 1
- Capacity: 3 passengers
- Length: 26 ft 4 in (8.03 m)
- Wingspan: 36 ft 4 in (11.07 m)
- Height: 10 ft 0 in (3.05 m)
- Wing area: 190 sq.ft (17.65 m²)
- Airfoil: NACA 23012^[6]
- Empty weight: 1,630 lb (739 kg)
- Loaded weight: 2,750 lb (1,250 kg)
- Powerplant: 1 × Lycoming O-360-A1A, 180 hp (134 kW)



PERFORMANCE

- Maximum speed: 141 mph (227 km/h)
- Cruise speed: 133 mph (214 km/h)
- Range: 940 miles (8000 ft)
- Rate of climb: 650 ft/min initial (3.3 m/s)



Total time engine and airframe of approximately 1126 hours. Unused and hangared since 1995. Complete with logs, service manuals etc.

A large spares package is available by separate negotiation.

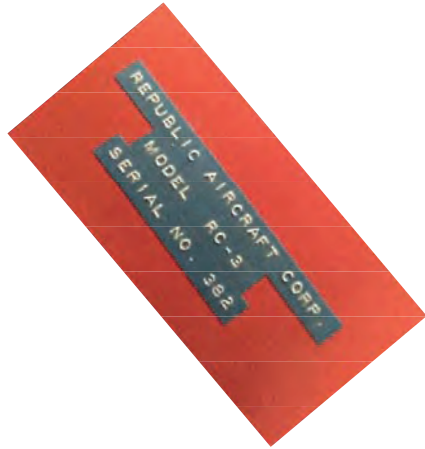
Estimate £12,000 - £15,000



LOT 22

**RC – 3 SEABEE
AMPHIBIAN
SEAPLANE**

N6191K



Manufacturer: Republic Aviation Corporation;
Farmingdale, Long Island, New York, USA.

Model: RC-3 Seabee

Type Certificate No: A-769

Serial Number: 382

Manufacturing Date: 1946

Engine: Franklin 6A8-215-B9F (215 HP at 2500 RPM)

Remarks: Mode S
code: 52011262 /
A812B2. Miller wing
extensions, Hoerner
wingtips, Inboard
fences. Electric fuel
pump.





The Republic RC-3 Seabee is an all-metal amphibious sports aircraft designed by Percival Spencer and manufactured



by the Republic Aircraft Corporation. According to the FAA Registry, this particular seaplane was involved in an accident on September 4th 1983 in Gilderland, New York, and was substantially damaged. An examination of the aircraft disclosed foreign material in the inlet elbow of the fuel strainer.

In 1986 it was sold to a Ben Burbridge of Jacksonville, Florida, USA, and was again put up for sale in 1989 with new Miller wing extensions, Hoerner wingtips, inboard fences, electric fuel pump, new Airtex seats and carpet, and 24v start. It was then exported to the UK and sold to Pete Kynsey, Geoff Masterton & Friends, at Rushett Farm, Surrey. Operated from Rushett and Headcorn.

The current owner acquired the seaplane in 1991, and it has been in dry storage for most of the time since, having had a valve failure in the transfer chest which dictates the choice of wheels or flaps. It appears to have all the original components with extended spray rails and wing tip extensions.

RC-3 Seabees have become iconic and collectable since one was used by The Beatles in the film "Help" in 1969 and also in the James Bond film "The Man with the Golden Gun" in 1974.

Estimate £15,000 - £20,000.



DISCLAIMER

ALL STATEMENTS AS TO THE MAKE, TYPE, DATE AND IDENTITY OF ANY LOT ARE DERIVED FROM INFORMATION SUPPLIED BY THE VENDOR. ANY STATEMENTS AS TO CONDITION, PROVENANCE OR ESTIMATES ARE OPINION ONLY. ALL PROSPECTIVE BUYERS MUST SATISFY THEMSELVES AS TO THE CONDITION BY PERSONAL INSPECTION OR THIRD PARTY ADVICE. ALTHOUGH EVERY EFFORT IS MADE TO ENSURE ACCURACY, NEITHER WHITTONS NOR THE VENDORS SHALL ACCEPT ANY RESPONSIBILITY DUE TO ERROR, OMISSION, MIS-STATEMENT OR IMPERFECTIONS NOT STATED. ALL VEHICLES AND AIRCRAFT ARE SOLD ENTIRELY **AS SEEN** AND ENTIRELY WITHOUT WARRANTY. NO VEHICLE SHALL BE RETURNED ONCE SOLD AND NO REFUNDS WILL BE GIVEN NOR ANY POST SALE NEGOTIATIONS ENTERED INTO. ANYONE IN ANY DOUBT AS TO THE CONDITION, AUTHENTICITY, IDENTITY OR PROVENANCE OF ANY VEHICLE MUST NOT BID. ALL MILEAGE AND OTHER VEHICLE NUMBER READINGS ARE NOT TO BE RELIED UPON. ENGINE AND CHASSIS NUMBERS QUOTED ARE TAKEN FROM REGISTRATION DOCUMENTS, AND MAY NOT NECESSARILY MATCH NUMBERS ON THE VEHICLE ITSELF.

POST SALE INFORMATION

- ALL VEHICLES MUST BE PAID FOR AND REMOVED BY MIDDAY ON MONDAY 6TH JULY. FAILURE TO COMPLY WITH THIS MAY RESULT IN STORAGE CHARGES BEING INCURRED. CREDIT CARD PAYMENTS WILL INCUR AN EXTRA 2% CHARGE.
- IT IS THE BUYER'S RESPONSIBILITY TO REGISTER THEIR NEW PURCHASE WITH THE DVLA. WHERE NO FORM V5 OR V5C IS PROVIDED, YOU MUST INFORM DVLA TO APPLY FOR ONE WHERE APPROPRIATE. WHITTONS WILL ALSO NOTIFY THE DVLA OF CHANGES TO KEEPERS RESULTING FROM THE AUCTION BUT THIS DOES NOT ABSOLVE BUYERS AND SELLERS OF THEIR OBLIGATIONS.
- REMOVAL OF VEHICLES WILL BE SOLELY AT THE RISK AND RESPONSIBILITY OF THE PURCHASER.

TERMS AND CONDITIONS OF SALE

Whittons carries on business with bidders, buyers and all those present in the auction room prior to or in connection with a sale on the following general conditions and on such other terms, conditions and notices as may be referred to herein.

1. BIDDING PROCEDURES AND THE BUYER

- a) Bidders are required to register their particulars prior to bidding and to satisfy any security arrangements before entering the auction room to view or bid. We do not accept bids from any person who has not completed and delivered to us one of our Bidding Forms. You will be asked for photographic proof of identity, residence and references. Bids will not be accepted if you fail to provide sufficient identification when asked to produce it. We may also ask for a deposit to be paid prior to bidding. We may refuse entry to a Sale to any person even if that person has completed a Bidding Form.
- b) The maker of the highest bid accepted by the Auctioneer conducting the sale shall be the buyer at the hammer price and any dispute regarding a bid shall be made and settled at the Auctioneer's absolute discretion, and may reoffer the Lot during the course of the auction or otherwise. The Auctioneer shall act reasonably in exercising this discretion. The Auctioneer's decision is final.
- c) Bidders shall be deemed to act as principals.
- d) Once made no bid can be withdrawn.
- e) Our right to bid on behalf of the seller is expressly reserved up to the amount of any reserve and the right to refuse any bid is also reserved.

2. INCREMENTS

- a) Bidding increments shall be at the Auctioneer's sole discretion.

3. THE PURCHASE PRICE

- a) The buyer shall pay the Hammer Price together with a premium thereon of 15% plus VAT on the premium at the rate imposed by law on all lots. Lots purchased online will incur an additional charge in the sum of 3% of the Hammer Price plus VAT at the rate imposed by law.

4. VALUE ADDED TAX

- a) Where a lot is marked with an asterisk (*), VAT will be payable at the standard rate as imposed by law on the Hammer Price as well as being added to the buyer's premium.
- b) Where a lot is marked with a double asterisk (**), VAT will be charged at a reduced VAT rate (currently 5%) to the gross price of that lot being the Hammer Price plus the buyer's premium.
- c) Where no asterisk is marked against a lot, no VAT is payable on the Hammer Price, and is deemed to have been sold under the Auctioneer's Margin Scheme. VAT included within the premium is not recoverable as input tax.

5. PAYMENT

- a) Your obligation to pay for a lot occurs when the Auctioneer's hammer has fallen in respect of the lot.
- b) Immediately a lot is sold you will give to us, if requested, proof of identity and pay to us the total amount due in cash or in such other way as agreed by us. Any payments by you to us may be applied by us towards any sums owing from you to us on any account whatever without regard to any directions of you or your agent, whether express or implied.
- c) No cash payments will be accepted over £6000.00 (Six Thousand Pounds Sterling).
- d) Payment is acceptable in cash, credit or debit card. A handling charge of 2% will be added to all purchases made by credit card. Payments made by debit card will incur no extra charge. Payment can be made by direct bank transfer into our bank account.
- e) Payment of the purchase price and all other sums payable by you to Whittons must be made in the currency in which the sale was conducted within seven working days following the sale. Payment must be received in cleared funds by the seventh working day following the sale. Failure to provide cleared funds within this time may result in remedies being exercised as stated in condition 7.

6. TITLE AND COLLECTION OF PURCHASES

- a) Ownership of the lots purchased shall not pass to the buyer until payment has been made in full to us of the total amount due, to include all premiums, charges and postal costs where applicable, and received in cleared funds by Whittons.
- b) Responsibility of the lot passes to the buyer at the fall of the Auctioneer's hammer. The seller will no longer be responsible for the lot thereafter. The buyer will indemnify the seller and keep the seller fully indemnified from and

against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the lot after the fall of the Auctioneer's hammer until the buyer obtains full title to it.

c) You shall, at your own risk and expense take away any lots that you have purchased and paid for in full, not later than seven working days following the sale or upon the clearance of any cheque used for payment after which you shall be responsible for any removal, storage and insurance charges. No purchase can be claimed or removed until it has been paid for in full.

d) Title to the lot remains in and is retained by the seller until payment has been made in full to us of the total amount due, to include all premiums, charges and postal costs where applicable, and received in cleared funds by Whittons.

e) All items are held at the risk of the buyer. If they are not removed within fourteen working days of the sale the auctioneers will instruct a local carrier to remove them for storage. The buyer will be responsible for paying all charges incurred and for making arrangements in advance for the removal of items from their store after payment of their charges and on production of our receipt for the items.

7. REMEDIES IN THE EVENT OF NON-PAYMENT OR PURCHASES NOT BEING COLLECTED ON TIME

If any lot is not paid for in full and taken away in accordance with these conditions or if there is any other breach of these conditions, we, as agent for the seller and on our own behalf, shall at our absolute discretion and without prejudice to any other rights we may have be entitled to exercise one or more of the following rights and remedies: To proceed against you for damages for breach of contract;

a) To rescind the sale of that lot and/or any other lots sold by us to you;

b) To resell the lots (by auction or private treaty) in which case you shall be responsible for any resulting deficiency in the total amount due (after crediting any part payment and adding any resale costs). Any surplus so arising shall belong to the seller;

c) To remove, store and insure the lot at your expense and, in the case of storage, either at our premises or elsewhere;

d) To charge interest at a rate not exceeding 1.5% per month on the total amount due to the extent it remains unpaid for more than seven working days after the sale;

e) To retain that or any other lot sold to you until you pay the total amount due

f) To reject or ignore bids from you or your agent at future auctions or to impose conditions before and such bids shall be accepted.

g) To apply any proceeds of sale of other lots due in future becoming due to you towards the settlement of the total amount due and to exercise a right to possession (lien) of any of your property in our possession for any purpose until the debt due is satisfied.

h) We shall, as agent for the seller and on our own behalf pursue these rights and remedies only so far as is reasonable to make appropriate recovery in respect of breach of these conditions.

8. THIRD PARTY LIABILITY

All members of the public enter our premises at their own risk. They must make themselves aware of all security and fire arrangements in the building and to note the layout of the accommodation. Accordingly neither the Auctioneer nor our employees or agents shall incur any liability for death or personal injury (except as required by law by reason of our negligence) or similarly for the safety of persons visiting prior to or at a sale.

9. RIGHT TO REFUSE ENTRY

Whittons shall have the right at our discretion, to refuse admission to our premises or attendance at our auctions by any person.

10. COMMISSION BIDS

We will, if so instructed, execute bids on a buyer's behalf. The bid must be received by us no later than one hour prior to the commencement of the sale for which the lot is being sold. The bid must be clearly written or typed, and must have the full name, address and telephone number of the person bidding, and signed by the person making the bid. Neither the Auctioneer nor our employees shall be held responsible for any failure to do so save where such failure is unreasonable. Where two or more commission bids are received at the same price, the Auctioneer reserves the right and absolute discretion to choose which bid shall prevail. It will be assumed that the prospective buyer has carefully inspected the lot and has satisfied themselves as to its condition prior to leaving the commission bid. No bids can be retracted once the item has been sold.

11. WARRANTY OF TITLE AND AVAILABILITY

The seller warrants to the auctioneers and the buyer that the seller is the true owner of the property consigned or is properly authorised by the true owner to consign it for sale and is able to transfer good title to the property free from any third party claims.

12. AGENCY

The auctioneers normally act as agent only and disclaim any responsibility for default by sellers or buyers.

13. TERMS OF SALE

The seller acknowledges that Lots are sold subject to the stipulations of these conditions in their entirety and on the terms of consignment as notified to the consignor at the time of the entry of the lot.

14. DESCRIPTIONS

Whittons will not be held responsible for misrepresentation, and any wording or description either spoken written discussed published or otherwise shall not form the basis of any contract. Items are described as opinion only, and whilst due diligence is taken to make accurate descriptions, it may be impracticable to ensure accuracy in its entirety. All items are therefore sold as seen and prospective buyers must inspect view and take their own independent expert advice should they so wish before bidding on any item in any sale and must satisfy themselves as to the accuracy of any description applied to a lot. Prospective buyers bid on the understanding that representations or statements as to authorship genuineness origin date age provenance condition size shape weight colour etcetera are opinions only. Subject to the foregoing neither we the auctioneer nor our employees or agents nor the seller accept liability for the correctness of such opinions and all conditions and warranties, whether relating to description, condition or quality of lots, express, implied or statutory, are hereby excluded. Private treaty sales made under these conditions are deemed to be sales by the auction for purposes of consumer legislation.

Notwithstanding this condition any Lot which proves to be a deliberate forgery as defined may be returned to us by you within 14 days of the auction provided it is in the same condition as when bought, and is accompanied by particulars identifying it from the relevant catalogue description and a written statement of defects. If we are satisfied from the evidence presented that the Lot is a deliberate forgery we shall refund the money paid by you for the Lot including any buyer's premium provided that

- a) if the catalogue reflected the accepted view of scholars and experts as at the date of sale or
- b) you personally are not able to transfer a good and marketable title to us, you shall have no rights under this condition.

The right of return provided by this Condition is additional to any right or remedy provided by law or by these Conditions of Sale.

15. ONLINE BIDDING

Whittons may offer an online bidding service via www.the-saleroom.com for bidders who cannot attend the sale. In completing the bidder registration on www.the-saleroom.com and providing your credit card details and unless alternative arrangements are agreed with Whittons you:

- a) authorise Whittons if they so wish to charge the credit card given in part or full payment including all fees for items successfully purchased in the auction via www.the-saleroom.com and
- b) confirm that you are authorised to provide these credit card details to Whittons through www.the-saleroom.com and agree that Whittons are entitled to dispatch the goods to the card holder name and card holder address provided in fulfilment of the sale.

Please note that any lots purchased via [the-saleroom.com](http://www.the-saleroom.com) live auction service will be subject to an additional 3% commission charge + VAT at the standard rate imposed on the hammer price. Buyers registering to bid through www.the-saleroom.com must submit credit/debit card details to register. Whittons will take a deposit of maximum £500.00 sterling from the registered credit / debit card at the discretion of the auctioneer. If the buyer is unsuccessful this deposit will be refunded. If successful the deposit will be deducted from the final invoice. The deposit will be subject to variables in exchange rates and bank charges that the buyers' bank might levy. The buyer will be liable for such charges.

15. CHEQUES

Cheques will only be accepted for payment at the auctioneer's discretion. No purchases will be removed from the saleroom unless cleared funds have been received by us. Any prospective purchasers who wish to pay by cheque must inform the auctioneers at least 7 working days before the sale. It will be at the auctioneer's discretion whether to take a cheque in lieu of prospective purchases prior to the sale and allowing for clearance of the cheque. If you are later unsuccessful in your purchase, the amount of your cheque will be refunded. Payment in cheque will not be acceptable on the day of the sale if prior arrangement has not been made with the auctioneer but if you wish to pay

using this method then your purchases will be withheld until full clearance of the cheque has been granted. Only authorised payments by card or cash will be allowed to allow removal of goods on sale day.

16. TELEPHONE PAYMENTS

Payments will not be accepted if made at the telephone for invoices of more than £300.00 unless the buyer is known to the auctioneer. Card payments can be made in person or by bank transfer cash up to £6000.00 (Six Thousand Pounds Sterling).

17. SELLER'S COMMISSION AND CHARGES

Commission is charged at 15% plus VAT at the standard rate on the hammer price. Items which sell for less than £20.00 will incur a commission charge of £5.00 plus VAT at the standard rate. No charge will be made for items which fail to sell. Withdrawn lots may incur an administration charge if withdrawn once the item has been published for sale. No charges are made for catalogue illustration photography or advertising unless special illustration photography or advertising is deemed necessary and not without the consent of the vendor. A charge of £3.00 per item will be charged per item for each item that requires electrical testing.

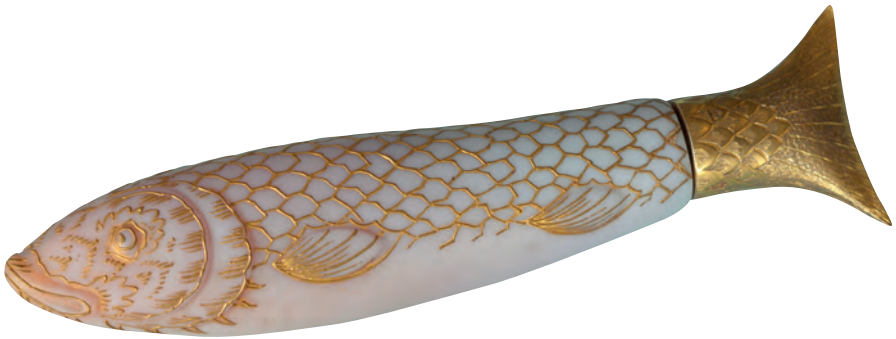
18. RESERVES

Items will only be accepted with reserve which, in the auctioneer's opinion, are likely to realise at least £20.00 or more. Any item worth less than this value will be deemed to be entered for sale without reserve. Any items which are taken with a reserve price will be accepted on the basis that the auctioneer will have discretion to sell that item for 10% less than the reserve if a buyer at that price exists on the day. Whittons can refuse to accept any item for sale where, in the auctioneer's opinion, the reserve price suggested by the seller is too high and/or the item would not sell.

19. SELLER'S CONDITIONS

- a) All sellers must sign the declaration confirming conditions of sale on the receipt which is given to you when you submit goods to us for sale. All items handed over to us are assumed to be given to us for the purpose of entering those lots for sale by auction.
- b) All sellers must sign to confirm that they are the true owners of the goods entered for sale and that they have legitimate title to those goods free of any encumbrance and free from any third party or that they have authority to dispose of the goods on behalf of the true owner and are able to transfer good and marketable title to the property free from any third party claims.
- c) All goods entered for sale must comply with all safety regulations under the Consumer Protection Act and the Furnishing Fire / Safety Regulations 1988.
- d) The seller authorises Whittons to deduct commission at the rates quoted and by the signing the form, the seller is deemed to have accepted the terms and conditions of sale.
- e) The seller has a duty to disclose all defects restorations or alterations to the goods at the time they are entered for sale and is duty bound to bring such defects restorations or alterations to auctioneer's attention in writing. Failure to do so notwithstanding any description of the goods given by the auctioneers can result in the sale being rescinded and the seller being responsible for all allied costs incurred by the auctioneer and the buyer.
- f) The seller warrants in respect of any item of mechanical or electrical equipment that it is:
 - a. in working order
 - b. reasonably fit for the purpose for which it is designed or adapted
 - c. that it can be used safely and without risk of causing injury or damage and
 - d. will indemnify Whittons against any loss or damage suffered in consequence of any breach of the above warranty and undertaking.
- g) The Vendor gives Whittons full and absolute right to photograph and illustrate any lot placed with them for sale and to use such photographs and illustrations at any time at their absolute discretion whether or not in connection with the auction.
- h) Sellers selling any assets of their business must disclose whether they are registered for value added tax (VAT) at the time the goods are presented for sale and disclose the VAT registration number and indicate clearly whether the goods are to be sold under the margin scheme and where this is the case, VAT will not be recoverable by the seller.

English law applies to the interpretation of these Conditions.



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NOTES



LOT 22:
RC - 3 SEABEE
AMPHIBIAN SEAPLANE



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