

On behalf of M Goymour Esq.  
Due to reducing horse numbers

C1105A/D

Sale of Horse Drawn Vehicles,  
Implements, Harness and Bygones  
Saturday 14th September 2019 at 11am

Wash Farm  
Banham  
Norfolk  
NR16 2HE

Viewing on the morning of sale from 8am



Live online bidding available via

**the-saleroom.com**

Refreshments available

Auctioneers' sale day telephone numbers

07773 359134, 07590 608391, 07880 501211 & 07770 580903

Contact Us



Clarke and Simpson Auctions  
Campsea Ashe  
Nr Wickham Market  
Suffolk  
IP13 0PS  
T: 01728 746323  
F: 01728 748173

[auctions@clarkeandsimpson.co.uk](mailto:auctions@clarkeandsimpson.co.uk)  
[www.clarkeandsimpson.co.uk](http://www.clarkeandsimpson.co.uk)

## IMPORTANT NOTES:

### Access

There is good access to the sale site and parking, but anyone travelling with a large HGV are advised to liaise with Matt Bundock regarding the route through the site.

### Auctioneers Margin Scheme

The Auctioneers Margin Scheme allows auctioneers to sell items without VAT on the hammer price. Under the margin scheme an amount equivalent to VAT at the current rate is added to the buyer's premium. This amount cannot be refunded. The VAT element will not be shown separately on the buyer's invoice.

### Buyer's Premium

A buyer's premium of 10% plus VAT will be added to the hammer price of each lot.

### Enquiries

Please direct specific enquiries to:

Matt Bundock, Head Horseman – 07899 687437

Martin Goymour – 07802 731228

James Durrant, Clarke & Simpson – 07773 359134

### Collection

There will be a loader to assist with collection on the sale day. All collections thereafter are subject to payment strictly by appointment with Matt Bundock on 07899 687437. Please note that there will not be the facility to pay at the sale site after the sale day.

Lots in red are included by kind permission of M Goymour Esq.

## the-saleroom.com

Live on-line bidding is available at this auction via the-saleroom.com. Prior registration is necessary, please visit [www.the-saleroom.com](http://www.the-saleroom.com) for more information. Any purchases made via the-saleroom.com shall be subject to an administration charge of 5% plus VAT on the hammer price.

Please refer to the conditions of sale at the rear of this catalogue.



Lot 232

## Wash Farm's Heritage Horse Stables

Where did it all start?

In 1991 I purchased the then Suffolk Wildlife Park at Kessingland and amongst the stock purchased were two heavy horse mares, a grey Shire and a Suffolk Punch. They rekindled my memories of the working horses on our farm in the mid 1950's and sparked an active interest that has persisted over the last 27 years.

Despite an interest in Suffolks, it was Shire Horse that quenched my interest and practical heavy horsemanship. Numbers of heavy horses grew and show stables were added to Banham Zoo enabling the East Anglian heritage of the heavy horse to be drawn to the attention of the zoo's many thousands of visitors. Matt Bundock joined the team as Head Horseman and the number of heavy horses maintained blossomed to some 20 individuals.

The critical state of the Suffolk Horse as a breed encouraged us to take on and breed from additional Suffolk mares. I had also been encouraged to join the Suffolk Horse Society, and became a council member, a Vice-chairman, and for a period of time, Chairman.

The heavy horses had become a part of my life, and every opportunity was taken to attend various county shows throughout the country, as well as local events, carnivals, steam fairs etc., promoting both Banham Zoo and the Suffolk horse. From the Great Yorkshire Show, to the Highland Show, and always the Norfolk Show and dozens of other events each year, the Banham Zoo heavy horses had been a regular feature. Time has flown, and with advancing years, the decision was taken to entrust Banham Zoo and Africa Alive! into charitable status. Whilst our family businesses have supported the horses for many years, time has come to strip down to the essentials as I approach 2020 and my 70<sup>th</sup> birthday. I will maintain 6 or so heavy horses, and we will continue to attend shows and events within a reasonable radius and with any luck we will continue to breed the occasional Suffolk too as our contribution to the future of this iconic East Anglian breed.

M Goymour Esq  
Banham, Norfolk  
August 2019

Each lot is subject to a Buyer's Premium of 10% plus VAT



## Bygones & Equipment

Cross cut saw.  
Various drive belts.  
Quantity of Sisal binder twine.  
Quantity of unused heavy horseshoes.  
Vintage hand turn shears.  
Metal cart jack.  
Pair of long boots.  
Pair of hunting boots. Size 11.  
Pair of Buskins.  
Pair of Buskins.  
Horse measuring stick.  
Set of shop scales.  
Set of balance scales by Avery.  
Set of sack scales by W H West, Elm Hill, Norwich.  
Set of Barrett sack scales.  
Push drill.  
Various old wagon wheels.  
Pair of wagon wheels.  
Various tyres and metal fittings for wagon.  
Hand operated root chopper, used for carrots.  
Large coopered barrel.  
Various shafts for restoration.  
A pole.  
Alcosa forge with regulator and wiring.  
Large pair of bellows.  
Large anvil on stand.  
Alldays and Onions anvil on stand.  
Leg vice.  
Large quantity of blacksmithing tools.  
Cleaning horse.  
Stainless steel top harness cleaning table.  
Large harness cleaning table on metal stand.  
Vintage cider press. By Freres of Cherbourg.  
Large galvanised feed bin.  
Billy goat yard vacuum.  
Set of alloy wheels and tyres to fit Land Rover.  
Oil filled arc welder.  
Various metal field gates.  
Quantity of Loddon internal sectional stabling.

## Harness

70 Display board explaining plough, cart and trace harness.  
71 Display board of large quantity of collectable bits including many extreme examples.  
72 Display board of various horse bits.  
73 - 74 Quantity of harness hooks.  
75 Agricultural show bucket.  
76 Pair of brass carriage lamps.  
77 Pair of brass box lamps for carriage.  
78 Pair of brass carriage lamps with candle holders.  
79 **Set of three carriage lamps.**  
80 Riding saddle by Falcon.  
81 Riding saddle by Ideal Saddle Co.  
82 Riding bridle.  
83 - 84 Quantity of old harness. To include hames, bridles etc.

85 Various old bridles.  
86 Various heavy horse head collars.  
87 - 101 Quantity of mixed heavy and light horse bits.  
102 25" work collar.  
103 26" work collar.  
104 - 105 26" leather lined collar.  
106 25" leather lined collar. Show condition.  
107 26" leather lined collar. Show condition.  
108 - 109 27" leather lined collar. Show condition.  
110 - 112 28" leather lined collar. Show condition.  
113 29" leather lined collar. Show condition.  
114 Set of tandem agricultural leader harness.  
115 Set of agricultural single harness. Show condition.  
116 Single patent leather harness. Show condition.  
117 Single set of patent leather harness. Ex-Courage Brewery.  
118 Single patent leather bridle. Ex-Courage Brewery.  
119 Single patent leather trade bridle.  
120 Agricultural bridle by T Davis.  
121 In-hand show bridle.  
122 Working bridle.  
123 Slip with bit.  
124 - 125 28" leather lined patent collar. With brass hames. Ex-trade pair.  
126 Wheeler set of trade harness. Ex-trade pair.  
127 - 128 Patent Trade team bridle. Ex-pairs.  
129 **Set of Pairs harness with collars**  
130 - 132 Large quantity of wooden and metal hames.  
133 Pair of American style hames with brass finials.  
134 Pair of metal hames.  
135 Set of team leader bars with chrome ends.  
136 Set of spreader bars with brass ends.  
137 Three horse wippletree.  
138 Ridger chain.  
139 - 140 Chrome ridger chain.  
141 - 142 Pair of chrome wheeler chains.  
143 Pair of chrome leader chains for unicorn.  
144 Pair of tug chains.  
145 Riding martingale.  
146 - 147 Martingale.  
148 Martingale with three horse brasses.  
149 Martingale with four brasses to include Isle of Mann.  
150 Martingale with five brasses.  
151 - 152 Wanty.  
153 - 154 Cropper.  
155 Leather strap.  
156 Pair of pole straps.  
157 Pole strap.  
158 Pair of safety straps for collar.  
159 Plough back.  
160 Roller.  
161 Various reins.  
162 Single reins.  
163 Single leader reins.  
164 - 165 Pair of reins.

- 166 - 169 Set of pair reins.  
 170 Pair of team leader reins.  
 171 Lead rein with brass chain.  
 172 Bearing rein with brass fittings.  
 173-190 Spare Lots

### Implements

- 191 Ransomes YL single furrow plough.  
 192 Ransomes YL single furrow plough.  
 193 Ransomes deep digger single furrow plough.  
 194 Saxthroe Foundry gallows plough.  
 195 Cornish and Lloyds of Bury St Edmunds two furrow plough.  
 196 Cottis expanding hoe.  
 197 Scoop hoe.  
 198 Howard potato ridger.  
 199 Single row beet lifter.  
 200 F Randell Limited, North Walsham Flat roll. Suitable for single or pair.  
 201 F Randell Limited, North Walsham Cambridge roll with seat. Suitable for pair.  
 202 McCormick 78 finger bar mower. Suitable for pair.  
 203 Bamford trip action hay rake.  
 204 Unusual Maldon Iron Works, Maldon, Essex hay sweep. Ex-Roger Clarke.  
 205 Barclay, Ross and Hutchinson, Aberdeen barn thrashing drum. Serial number 1449.  
 206 Pintow Hitch Cart By Cart Horse Machinery Limited. Suitable for pair or team. With petrol engine, three point linkage and PTO.  
 207-220 Spare Lots

### Vehicles

- 221 French small single axle tip cart.  
 222 Light Horse Rally Trap. To suit 16 / 17 hh. In show condition.  
 223 Single horse barrel dray. With barrels. Previously used for delivering to pubs along narrow alley ways in towns.  
 224 Whitbreads Bottle Van. For single, pair or team. Built by Whitbreds in-house and shown by the brewery throughout the 1970s and 1980s. An unusual example as all metalwork is in stainless steel. Now requiring light restoration.  
 225 Brewers Van. Circa 1920s. For single, pair or team. Believed to be built by Bonnallack. Originally with Truman's Brewery. Purchased by Whitbreads during the 1970s and shown in Fremlins of Maidstone colours. Currently liveried for G R Wright & Sons Ltd, Millers. Show condition.  
 226 Banham Zoo Show Dray. For single, pair or team. Built by Podge and Son, Farnsfield. With high seat, headboard and side boards. Show condition.

227 Millers Dray. Circa 1910. For single or pair. Built by Elsey & Lock, Stuston. Understood to have been originally used for transporting Vegetables in the Wisbech area. With high seat, brake, lamps, headboard and side boards, shafts and pole. Ex-Paul Rackham Ltd Collection and currently liveried for Stuart Power Ltd. In show condition.

228 Millers Dray. 1912. For single, pair or team. With high seat.

229 Lincolnshire Hermaphrodite Cart (or Morphy). 1943. Built by J W Cook, Eagle, Near Lincoln using 1942 axles from William E Cary Ltd, Manchester. Purchased in 1994 from Burt family auction and owned previously by John Good & Son, Haddington, Lincolnshire. Extensively restored in-house to original specification and colours in 1995 and shown throughout the country during the late 1990s by Banham Zoo.

230 Wooden Arm Suffolk Road Wagon. 1865. A heavy wagon which has undergone extensive restoration previously and now requires painting to finish.

231 Kilverstone 'Barge Style' Harvest Wagon. Axles dated 1914. Built by W Ball & Son, Rothwell, Northamptonshire for Lord Fisher of Kilverstone. Purchased in 1991 from the Kilverstone auction and subject to a comprehensive restoration in-house to original specification including materials and decoration. Shown extensively throughout the country by Banham Zoo and Heritage Horses, taking firsts in the single and pair agricultural turnout. Show condition.

232 Private Omnibus. Circa 1850. For pair or team. With pole. Believed to be built by Star Building Coachworks. Purchased in a poor state and subject to major in-house restoration. Shown extensively and used for film and TV work, including in the film 'Oliver'. Show condition.

233 Char-a-banc. Circa 1885. For a (strong) pair or team. With pole. Previously owned and shown by the late Noel Abel. To seat 16 people. Show condition.

234-240 Spare Lots



Lot 226





Lot 224



Show Collar



Show Collar



Trade Bridle



Forge



Pairs Harness



Agricultural Bridle



Show Collar



Show Collar

## **TERMS AND CONDITIONS OF SALE**

### **1. INTRODUCTION**

The following defining terms are used in these conditions:-

“Auction”	Means any auction conducted by Clarke and Simpson Auctions Ltd. either at the premises owned by them or elsewhere (including any internet based auction);
“Auctioneer”	Means Clarke and Simpson Auctions Ltd. authorised auctioneer as appropriate;
“Bidder”	Means a bidder at an auction, including the bidders personally present at the venue and those bidding by telephone or over the internet or otherwise;
“Buyer”	Means the bidder whose bid was the last bid when the auctioneer concludes the bidding;
“Conditions”	Means these Terms and Conditions of Sale;
“Hammer Price”	Means the level of bidding reached (at or above any reserve) when the auctioneer brings the bidding to a close;
“Lot”	Means any property accepted by Clarke and Simpson Auctions Ltd. for offer at auction;

### **2. DESCRIPTION**

No warranty is given or implied by the description in the catalogue. Each lot is sold in its condition at the time of sale with all faults, defects, imperfections and errors of description (if any). Whilst every endeavour has been made to describe the items adequately and properly, the purchaser shall deem to have inspected the lot at time of purchase. All catalogues and seller's and buyer's guides are for information only and do not form part of the contract.

### **3. STATUTORY REQUIREMENTS**

Purchasers will be deemed to have satisfied themselves prior to purchasing regarding current legal requirements (e.g. Health & Safety at Work Act) and it is expressly brought to the bidders attention that equipment in the sale may not necessarily comply with such regulations. Any purchaser shall satisfy himself as to any statutory requirement for the use of any item and no liability shall rest with the vendors nor the Auctioneers.

### **4. THE AUCTION**

All auctions are conducted at the absolute discretion of the auctioneer. The auctioneer shall conduct the auction with reasonable skill and care. The vendor reserves the right to sell subject to reserve price in respect of all lots. What constitutes a bid shall be at the absolute discretion of the auctioneer, acting with appropriate skill and care. The auctioneer shall have the right to refuse any bid in all cases but most notably when such a bid does not exceed the previous bid by at least 10% or such a proportion as the auctioneer shall in his absolute discretion direct. Where two or more bids at the same level are simultaneously received by the auctioneer, the auctioneer at his absolute discretion shall determine which bid to prefer. Subject to the foregoing where two or more bids are at the same level are simultaneously received by the auctioneer, the bid submitted in the room shall take preference over a bid submitted by telephone or internet at the same level. Any bid made or attempted by telephone or over the internet will only be deemed to have been made if received by the auctioneer. The auctioneer reserves the right to withdraw, consolidate or divide any lot or lots or submit them in any order that they desire. The auctioneer has the right at his absolute discretion to refuse admission to his premises or attendance at (or participation in) any auction by any person. In the case of any dispute, the auctioneer shall be sole arbitrator in any matters arising during or out of the sale.

### **5. BIDDERS**

All bidders will be required to register their particulars, bidders attending in person and those accompanying them will be required to provide photo ID and separate confirmation of address prior to viewing or taking any part of the sale and before entering any part of the premises to view. All bidders accept full liability for all bids submitted. Subject to the clause in this document headed “The Auction”, the highest bidder at the close of bidding shall be the buyer. Any dispute about a bid shall be settled at the auctioneer's absolute discretion. Bidders are all deemed to act as principals unless there is prior written acknowledgement by Clarke and Simpson Auctions Ltd. that a bidder is acting as an agent for a named principle. Bidders are strongly encouraged to attend the auction in person. The bidders shall be responsible for any decision to bid for a particular lot and shall be deemed to have carefully inspected and satisfied themselves as to condition, neither Clarke and Simpson Auctions Ltd., their employees or agents shall be responsible for any neglect or default in doing or failing to do so. Bidders will be given ample opportunity to view and inspect before the sale and prospective buyers must satisfy themselves as to all matters.

### **6. DEFAULT**

Clarke and Simpson Auctions Ltd. shall act as agent of the vendor only. Any contracts for the sale of a lot shall be formed between the vendor and the buyer. As agent, only Clarke and Simpson Auctions Ltd. shall not be responsible for default by the vendor or the buyer. If any lot is not paid for in full and taken away in accordance with these conditions, or there is any other breach of the conditions, then Clarke and Simpson Auctions Ltd. as agents for vendor shall at its absolute discretion and without prejudice to any other rights it may have, be entitled to exercise all or any of the following rights and remedies:-

- 6.1 to proceed against the buyer for any action of debt or damages for breach of contract;
- 6.2 to rescind the sale of that lot or lots sold by Clarke and Simpson Auctions Ltd. to a defaulting buyer;
- 6.3 to resell the lot (by auction or private treaty) in which case the defaulting buyer shall be responsible for any resulting deficiency in the total amount due (after crediting any part payment and adding any resale costs), any possible surplus so arising shall belong to the vendor;
- 6.4 to remove, store and insure the lot at the expense of the defaulting buyer and, in the case of storage, the location of such storage shall be at Clarke and Simpson Auctions Ltd. discretion;
- 6.5 to charge interest at a rate not exceeding 2% per month of the total amount due to the extent that it remains unpaid for more than two working days after the sale;
- 6.6 to retain that or any lot sold to the defaulting buyer until the buyer pays the total amount due;
- 6.7 to reject or ignore bids from the defaulting buyer at future auctions or to impose conditions before any such bids are accepted;
- 6.8 to apply any proceeds of sale for any other lots due or in the future becoming due to the defaulting buyer towards the settlement of the total remaining due.

### **7. INDEMNITIES, PENALTIES AND LIMITATIONS OF LIABILITY**

Purchasers shall pay for any damage done by themselves or their agents during the removal of their lots. Attendance at the sale shall be at the risk of those attending in respect of both themselves and to their goods and vehicles. Any indemnity under these conditions will extend to all actions, costs, expenses, claims and demand whatsoever suffered or incurred by the person entitled to the benefit of it and Clarke and Simpson Auctions Ltd. declare themselves to be a trustee of the benefit of such indemnity so far as it is expressed to be the benefit of its employees and agents. Whilst Clarke and Simpson Auctions Ltd. endeavour to ensure that the information on their websites is correct, they do not warrant the accuracy and completeness of the material on their website. Also, Clarke and Simpson Auctions Ltd. can make changes to the material on their website, or alter the products and prices described on it, at any time without notice. The material on the website may be out of date, Clarke and Simpson Auctions Ltd. make no commitment to update such material. All material on the websites is provided “as is” without any conditions, warranties or other terms at any time. Accordingly, to the maximum extent permitted by law, the website is provided to all parties on the basis that Clarke and Simpson Auctions Ltd. exclude all representations, warranties, conditions and other terms which, but for this legal notice, might have effect in relation to the website.

### **8. ELECTRICAL SAFETY REGULATIONS**

All electrical lots are subject to electrical safety regulations and fall within “the low voltage electrical equipment (safety) regulations 1989” – all items have been pat tested for safety but are not guaranteed in working order.

### **9. GENERAL MATTERS**

Any notice to any buyer, vendor, bidder or viewer may be given by first class mail or email in which case it shall be deemed to have been received by the addressee forty-eight hours after posting or sending. All notices to Clarke and Simpson Auctions Ltd. must be sent in writing and email is not acceptable. Any indulgence extended to any person by Clarke and Simpson Auctions Ltd., notwithstanding the strict terms of these conditions or the terms of consignment, shall affect the position at the relevant time only and the respect of that particular concession only; in all other respects these conditions shall be construed as having full force and effect. These conditions and any disputes or claims arising out or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England. The parties irrevocably agree that the courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the agreement or its subject matter or formation (including non-contractual disputes or claims).

### **10. PUBLICITY**

Any catalogue and buyer and seller guides are provided for information only and do not form part of these conditions. The catalogue and the buyer and seller guides may contain additional terms and conditions. Clarke and Simpson Auctions Ltd. reserve the right to use any photographs, background information and research for publicity purposes both before and after the sale.

### **11. THE PURCHASE PRICE AND PAYMENT ARRANGEMENTS**

There is a buyer's premium 10% plus VAT payable in respect of the sale. Any purchases made via “www.the-saleroom.com” or “www.ibidder.com” shall be subject to an administration charge of 5% plus VAT on the price. Preferred payment is cash, bank transfer or personal debit card. Such cards may only be used on a chip and pin basis with the owner present. No payment over £350 will be accepted by telephone. Payment will be accepted online via our secure e commerce account. We do not accept credit cards or international debit cards. Payment by cheque will only be acceptable subject to prior arrangement. No lot will be removed from the sale until any cheque has cleared. Payment is due on the day of the sale. Cash in excess of £7,500 (including V.A.T.) will not be accepted from any one person, this is not allowed due to Money Laundering Regulations 2007. All money received will be held in Clarke & Simpson Auctions Ltd. Clients No 2 Account at Barclays Bank plc, Framlingham, Suffolk. Account Number 83428591. Sort Code 20 98 07. Clarke and Simpson Auctions Ltd. have no responsibility for any lot between the close of bidding and payment being made and subsequent collection. All payments from overseas buyers shall be made by Bank Transfer and bank fees paid in addition. Please note all policy regarding payment will be enforced and suitable arrangements must be made.

### **12. REMOVAL OF LOTS**

The ownership of any lot purchased shall not pass to the relevant buyer until they have made payment in full to Clarke and Simpson Auctions Ltd. of the total amount due including any storage due. The buyer shall at their own risk and expense take away any lot that they have purchased and paid for not later than two working days following the day of the auction after which they shall be responsible for any removal, storage and insurance charges. Any lots not collected within four weeks of the date of sale will be resold by the



auctioneer and all proceeds will be retained by the auctioneer to cover storage costs.

### **13. NUMBER BIDDING**

This will be used for speed and efficiency as in all our sales. All prospective purchasers must complete a registration form and register in the office on the view day or morning of sale to receive a number for bidding.

**Please also note that photo ID and additional confirmation of address will be required.**

### **14. ONLINE BIDDING**

Clarke & Simpson Auctions Ltd. offer an online bidding service via the-saleroom.com and ibidder.com for bidders who cannot attend the sale. In completing the bidder registration on www.the-saleroom.com or ibidder.com and providing your payment card details and, unless alternative arrangements are agreed with Clarke & Simpson Auctions Ltd.:

1. authorise Clarke & Simpson Auctions Ltd., if they so wish, to charge the payment card given in part or full payment, including all fees, for items successfully purchased in the auction via www.the-saleroom.com or ibidder.com, and
2. confirm that you are authorised to provide these payment card details to Clarke & Simpson Auctions Ltd. through www.the-saleroom.com or ibidder.com and agree that Clarke & Simpson Auctions Ltd. are entitled to ship 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 or ibidder.com live auction service will be subject to an additional 5% buyer's premium + VAT at the rate imposed on the hammer price.**

### **15. TELEPHONE BIDDING**

We offer a telephone bidding service where possible, but this service can never be guaranteed. No applications for telephone bids will be accepted after the end of the viewing prior to sale day for any sale. All potential telephone bidders must provide a valid landline number and email address and agree that they have read and understood the Terms and Conditions and satisfied themselves regarding any lot in accordance with these Terms and Conditions. No phone bids will be accepted for any lot with a lower guide figure of less than £100. All those who wish to bid by telephone will be expected to deposit an amount determined by Clarke and Simpson Auctions Limited and not less than the minimum guide for all lots that they wish to bid upon into the Clients Account for Clarke and Simpson Auctions Ltd before the sale starts. This payment is not acceptable by card. In the event of default, this sum shall be retained as part payment or any part may be retained to recover losses under clause 6 of these Terms and Conditions. We will expect payment of the balance owing by BACS on the following day, any payment not met within five working days will result in the forfeiture of the deposit paid.

### **16. AT FAULT (A.F.) LOTS**

Certain lots are catalogued at (A.F.), damaged, restored etc., however the absence of any such notice does not imply that the piece is free from defects, nor does it indicate that other defects are not also present. Mention is not made of breakage, cracks, chips or any damage which can be noted by careful inspection, therefore, intending purchasers MUST, in all cases, be responsible for determining the condition of the lots themselves.

### **17. ESTIMATES**

Presale estimates are intended only as a guide for intending purchasers, are given in good faith and subject to revision.

### **18. CONDITION REPORTS**

Clarke and Simpson are unable to guarantee that requests for condition reports/images received will be responded to. Clarke and Simpson are happy to give a Condition Report where possible on the physical condition of goods, this will be provided on behalf of the seller on the understanding that Clarke and Simpson are not entering into a contract with you in respect of the Condition Report and accordingly does not assume responsibility to you in respect of it. All lots are available for your own inspection or for inspection by an expert instructed by you, therefore these Condition Reports are for guidance only and all lots are sold "as found". Condition reports do not form part of a contract.

### **19. COMMISSION BIDS**

The auctioneers will be pleased to execute bids for those unable to attend the sale. Lots will be purchased at the lowest bid the room bidding or any reserves will allow. In the event of identical bids, the earliest bid received will take precedence. There must always be a maximum limit indicated. Buy or unlimited bids will not be accepted. Commission bids placed by telephone are accepted at the client's risk. We urge our clients to place such bids before the start of the sale. All such commissions are left entirely at the buyer's risk.

### **20. VALUE ADDED TAX**

The symbol \* after any lot number indicates that Value Added Tax is payable by the buyer on the hammer price.

### **21. AUCTIONEERS MARGIN SCHEME**

The Auctioneers Margin Scheme allows auctioneers to sell items without VAT on the hammer price. Under the margin scheme an amount equivalent to VAT at the current rate is added to the buyer's premium. This amount cannot be refunded. The VAT element will not be shown separately on the buyer's invoice. This VAT is not recoverable as Import Tax.

### **22. ATTRIBUTION OF PICTURES AND DRAWINGS**

Every effort is made to ensure the accuracy of any statements as to authorship, attribution, origin, date, age, provenance and condition of any lot whether or not such statement forms part of the description of any such lot. Whether any such statement is made orally or in the catalogue it is an expression of opinion and not to be taken as being or implying any warranties or representations of facts by the auctioneers. Each buyer by making a bid for a lot acknowledges that he has satisfied himself fully as to the attribution and condition of the lot. The following is for guidance only and does not form part of a contract.

- A. The forename (s) (or full stops where not known) and surname of an artist indicates in our opinion a work by the artist.
- B. The initials of the forename (s) and the surname of the artist indicates in our opinion a work of the period of the artist which may be wholly or in part his work.
- C. The surname of the artist indicates in our opinion a work of the school or by one of the followers of the artist or in his style and of uncertain date.
- D. *Signed, Dated, Inscribed* indicated in our opinion work signed/dated/inscribed by the artist.
- E. *Bears signature* indicates in our opinion that this is not the signature of the artist.
- F. *Attributed to* may be used to denote a traditional attribution based on style.
- G. *Manner of* indicates in our opinion a work executed in the artist/craftsman's style but of a later date.
- H. *After* indicates in our opinion a copy (of any date) of work of an artist or craftsman.

The addition of a question mark after any of the cataloguing terms above indicates an element of doubt.

### **23. DRIOTE DE SUITE ROYALTY CHARGES**

All United Kingdom Art Market professionals (which includes auctioneers) are required to collect a royalty payment for all qualifying Works of Art. This applies to living artists and those who have died in the last 70 years. This payment is calculated on qualifying Works of Art which are sold for a hammer price more than the UK sterling equivalent of €1,000 (the UK sterling equivalent will fluctuate in line with prevailing interest rates calculated by the Artist's Resale Right Service Hub, based on the European Central Bank reference rate published at 2.15pm on the day of the sale, and can be found on [www.dacs.org.uk](http://www.dacs.org.uk)). All items in this catalogue that are marked "ü" are potentially qualifying items, and the royalty charge will apply if the hammer price is more than UK sterling equivalent of €1,000. The royalty charge will be added to purchase invoices and must be paid before items can be cleared. All royalty charges are paid to the design and Artists Copyright Society (DACS) by the auctioneers and no handling costs or additional fees with respect to these charges will be retained by the auctioneer. This charge may also be applicable to lots not marked "ü" and buyers must satisfy themselves. The royalty charge for qualifying items which achieve a hammer price of more than the UK sterling equivalent of €1,000, but less than the UK sterling equivalent of €50,000 is 4%. For qualifying items that sell for more than the UK equivalent of €50,000 a sliding scale of royalty charges will apply. For a complete list of the royalty charges and threshold levels please refer to [www.dacs.org.uk](http://www.dacs.org.uk). There is no VAT payable on this royalty charge.

### **24. ENDANGERED SPECIES**

Lots sold at auction may include endangered or other species of wildlife and plant life, for example ivory, tortoiseshell, crocodile skin, whale bone, ebony or rosewood. Some countries restrict or prohibit import or export of objects containing these materials or require a licence/permit for their movement (e.g. a CITES Licence). Prior to bidding on a lot which may include these or similar materials, buyers must familiarise themselves with the relevant laws and regulations regarding their movement.

### **25. JEWELLERY**

Gemstones are often treated to enhance colour and improve appearance. They may be heated or treated by oil or resin to intensify the colour and transparency. Other techniques like dying, irradiation, coating and impregnation can also be used. Buyers must be aware that unless the catalogue specifically states otherwise then the stone is natural, buyers must assume that any treatment may not be permanent, and that special care may be needed in the future.

### **26. EXPORT**

Any lot purchased at auction may be subject to export restrictions and may require a licence for export out of the United Kingdom. The buyer is responsible for obtaining any licences that may be required (including any licence that may be required for import into the destination country) – any denial of such a licence will not be grounds for the buyer to cancel the purchase.

### **27. THIRD PARTY LIABILITY**

All members of the public on Clarke and Simpson Auctions premises are there at their own risk and must note the layout of the buildings and site and the appropriate security arrangements. Accordingly, neither the Auctioneer nor its employees or agents shall incur liability for death or personal injury (except as required by law) or similarly for the safety or persons visiting the premises.

### **28. CONSIGNMENT**

All sellers will have received a copy of Clarke & Simpson Auctions Terms regarding consignment of lots for sale and these Terms and Conditions should be read in accordance with this consignment documentation.

### **29. VEHICLES**

Please see additional Terms and Conditions regarding vehicles. These may be found on our website or alternatively, please request a copy.





Lot 226



Lot 77



Lot 225



Lot 223



Lot 205



Lot 227



Lot 231



Lot 221



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