

★ VENUE AND SALE DAY INFORMATION ★

We extend a warm welcome to you to the inaugural "TRAILS WEST" Texas Longhorn Sale

Texas Longhorns — An old Breed with an exciting New Future!

VENUE: Roma Saleyards, Warrego Highway, Roma

AGENT: Landmark, Roma (Andrew Holt—0427 088 996) Please note below:

All successful purchases must be settled on sale day unless prior arrangement are made with Landmark.

COMMENCING: 10.00am February 25th, 2017

CATTLE: Cattle will be available for viewing 1.00—5.30pm Friday and 7.30—9.00am morning of sale

PRE SALE MEET & GREET: Overlander Homestead Restaurant, 44767 Warrego Highway 6.30pm Friday.

BREAKFAST: Breakfast available at Roma Saleyards cafeteria

WEBSITE: www.texaslonghornalliance.com.au

VENDORS: D 7 SPUR TEXAS LONGHORNS

Lots

Lots

info@d7spurlonghorns.com.au | 07 4985 3444 | 0429 853 444

COWBOY CATTLE COMPANY TEXAS LONGHORNS

www.cowboycattlecompany.com.au | cory@cowboycattlecompany.com.au | 0417 480 309

HORSESHOE B LONGHORNS

www.texaslonghorns.com.au | info@texaslonghorns.com.au | 0439 111 769

SALE ORDER

Lots	1-2	Trophy Steers	
Lots	3-8	T3 Cows/Heifers	
Lots	9	T4 Heifers	
Lots	10-13	T5 Cows	
Lot	14	PB Cow	
Lots	15-18	T5 Heifers	
Lots	19-27	Full-blood Heifers	
Lots	28-31	Full-blood Cows	
★ AUCTION of unique TEXAS LONGHORN products ★			
Lots	32-36	Full-blood Bulls	

37-43 Trophy Steers

44-48 Time Event Steers

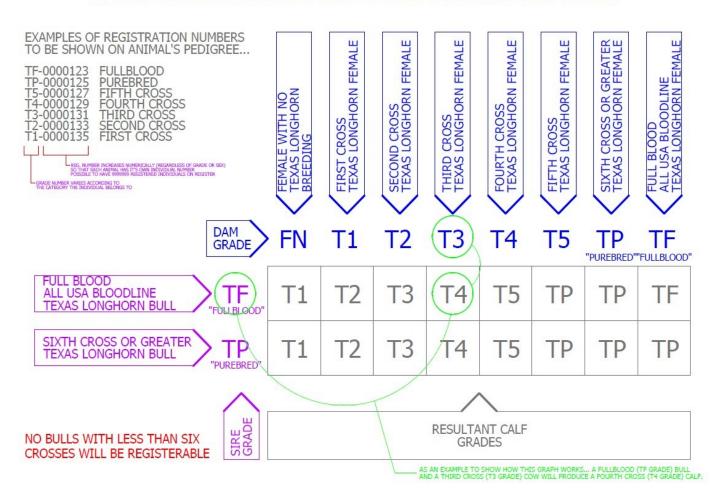
Every attempt will be made to adhere to the program however the organisers reserve the right to change or amend the program should the need arise.

Extra information

All lots listed with more information: www.texaslonghornalliance.com.au

- ITLA International Texas Longhorn Association
- TLA Texas Longhorn Australia
- TLBAA Texas Longhorn Breeders Association of America
- AI Artificial Insemination
- ET Embryo Transfer
- ★ We have taken great care in the production of this catalogue to ensure that all information is correct. Every effort will be made to correct any mistakes prior to or on the day of the sale.
- ★ Please note that photos of sale cattle may have been taken up to several months prior to sale.
- ★ Vendors may be able to help with delivery of cattle bought at the sale —please liaise with them for more information.

TEXAS LONGHORNS AUSTRALIA BREEDING PLAN



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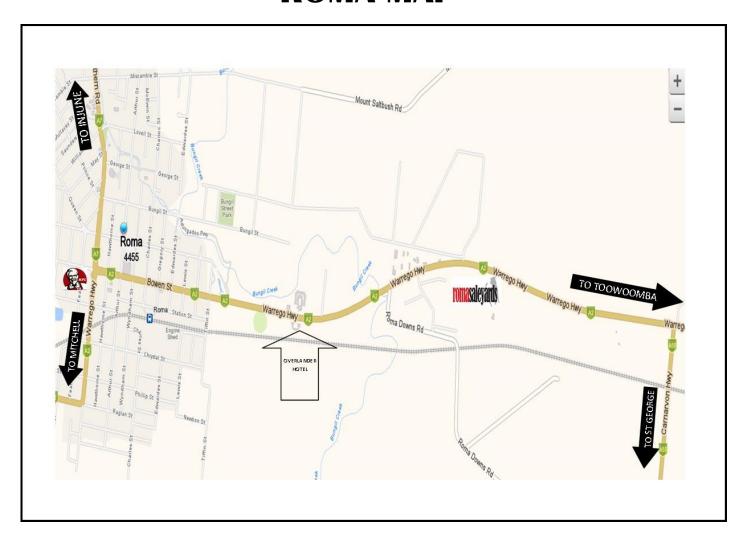
07 46261355

Landmark Mitchell 101 Cambridge Street, Mitchell

07 46231144



ROMA MAP



JOIN THE STAMPEDE!



~ VENDOR MESSAGES ~

D7 SPUR TEXAS LONGHORNS

D7 Spur Texas Longhorns are proud to present a good quality selection of cattle for this sale. There are various grades and types of cattle to suit breeders, Trophy Steer buyers and the Time Event buyers. Grades offered for sale are from Full blood females, T3 –T5 Females & Steers, Bulls, Full blood Steers, Trophy Steers, Time Event Stock. We breed for Temperament, Structural Soundness, Conformation, Good Horn Growth and Colour using Bulls available in Australia and importing new genetics from America & Canada....Gordon & Desley Davidson, D7Spur Texas Longhorns



COWBOY CATTLE COMPANY TEXAS LONGHORNS

CCC is proud to offer six females ranging from T4 to purebred. All CCC cows have been bred for structural correctness and disposition. All are easy-going, easily handled cows and the mature females have produced a number of beautiful, colourful heifers for us which we have retained. Cows will be preg tested prior to sale......Cory Miles & Alison Irwin, Cowboy Cattle Company Texas Longhorns



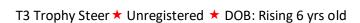
HORSESHOE B LONGHORNS

We are proud of our Texas Longhorn herd and proud to be able to offer to other breeders in Australia the chance to own some top quality registered full-blood heifers at this sale. Over the last 20 years we have used artificial insemination & embryo transfer utilizing some of the best genetics available in our breeding program. This has enabled us to concentrate on improving structure, temperament & of course horn length. Please don't hesitate to contact us for more information about these cattle or anything else that you may be interested in..... Michael & Lynda Bethel, Horseshoe B Longhorns





★ D7SPUR TROPHY STEER ★





Sire: N/A Dam: N/A

\$...... Purchaser.....

Well grown T3 Trophy Steer has a good nature and is very quiet with a good set of horns.

D7Spur Texas Longhorns



★ D7SPUR TROPHY STEER ★

T3 Trophy Steer ★ Unregistered ★ DOB Rising 6 yrs old



Sire: HBL Snowy River Dam: N/A

Quiet T3 trophy Steer by HBL Snowy River with a fantastic set of horns and a great temperament.

D7Spur Texas Longhorns



Joh3

T3 Cow ★ TLA Reg# D7ST3029 ★ DOB: 1-7-10

\$...... Purchaser.....



Sire: Multi Sire Herd Longhorn Bull

Quiet good framed T3 Foundation cow, due to calve prior to sale date.

D7Spur Texas Longhorns

\$ Purchaser	
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Dam: N/A



★ D7SPUR #011 ★

T3 Cow (with steer calf) ★ TLA Reg# D7ST3011 ★ DOB: 1-7-10



Sire: HBL Snowy River Dam: D7Spur Foundation Longhorn Cow

Mile Marker Vale Tanta

Sired by HBL Snowy River, very quiet has great horn growth. With a steer calf at foot.

\$...... Purchaser.....

D7Spur Texas Longhorns



★ D7SPUR #017 ★

T3 Cow (with bull calf) ★ TLA Reg# D7ST3017 ★ DOB: 1-7-10

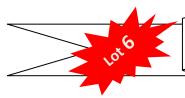


Sire: Multi Sire Herd Dam: D7Spur Foundation
Longhorn Bull Longhorn Cow

\$...... Purchaser.....

A quite & well grown beefy Black & White Foundation Cow with Bull calf at foot.

D7Spur Texas Longhorns





T3 Cow (with calf) ★ TLA Reg:# D7ST3024 ★ DOB: 1-7-10

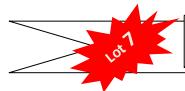


Sire: Multi Sire Herd Dam: D7Spur Foundation
Longhorn Bull Longhorn Cow

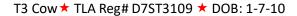
A nice big framed cow with good colour and horn, has a calf at foot.

D7Spur Texas Longhorns

\$	Purchaser
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★ D7SPUR #109 ★





Sire: Multi Sire Herd Dam: D7Spur Foundation
Longhorn Bull Longhorn Cow

Good horn, colour and temperament. PTIC

D7Spur Texas Longhorns

\$...... Purchaser.....



★ D7SPUR #138 **★**

T3 Cow (with bull calf) ★ TLA Reg# D7ST3138★ DOB: 10-10-11



Sire: HBL Snowy River Dam: D7Spur 940

Mile Marker Vale Tanta

This cow has colour and good horn growth with a young black & white bull calf at foot. Her sire is the only Mile Marker ET bull in Australia.

D7Spur Texas Longhorns

\$...... Purchaser.....





Sire: Coolamon Victor

T5 Heifer ★ TLA Reg# CCCT51113★ DOB: 1-9-13



Cowboy Cattle Company

Victory Lap Coolamon Rebel Sthn Cross Super Dot Flurries and Frost

Beautiful young cow, travelled extensively to rodeos and time event jackpots as a

youngster & is extremely quiet due to this experience. Exposed to 2015 TLA Grand Champion CCC Brad P (BH Bubba) from 1-11-16, will be preg tested prior to sale.



Dam: CCC Patchy Frost



★ CCC SANDRA B ★

T5 Cow ★ TLA Reg# CCCT51009 ★ DOB: 22-10-09



Sire: Sthn Cross Mr Bush Dam: CCC Charlize T

Victory Lap Sthn Cross Dot Sthn Cross Don Skinny Lizard Curly

Lovely, easy-going cow, produces a lot of flashy black and white. Exposed to 2015 TLA Grand Champion (led show) CCC Brad P (BH Bubba) from 1-11-16, will be preg tested prior to sale

Cowboy Cattle Company





★ CCC FROSTY NIGHT ★

T5 Cow ★ TLA Reg# CCCT51309 ★ DOB: 1-8-09



Sire: Sthn. Cross Don Dam: CCC Patchy Frost

Cowboy Man Sthn. Cross Millie SX Superdot Flurries & Frost

Has been a reliable producer for CCC, including some stunning heifers that we have retained. Exposed to Speargrass Eclipse (BH Bubba) from 1-11-16, will be preg tested prior to sale

Cowboy Cattle Company

\$...... Purchaser.....



★ CCC DREW B ★

T5 Cow ★ TLA Reg# CCCT50708 ★ DOB: 1-10-08



Sire: Sthn. Cross Don Dam: Skinny Lizard Hollywood

Cowboy Man Sthn. Cross Millie GM Burt Skinny Lizard Squal

Very reliable producer, easy going, easily handled cow. Exposed to CCC Brad P (BH Bubba) from 1-11-16, will be preg tested prior to sale

Cowboy Cattle Company

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★ CCC 1912 ★

T5 Cow ★ TLA Reg# CCCT51912 ★ DOB: 1-10-12



Sire: Speargrass Da

Dam: CCC Danni M

Temptation

Tempter Sthn Cross Preezing

Sthn Cross Don

Skinny Lizard Pearl

Exposed to Coolamon Rimfire (Drag Iron) from 1 November 2016. Will be preg tested prior to sale.

Cowboy Cattle Company







Purebred Cow with heifer calf ★ TLA Reg# CCCTP1213 ★ DOB: 1-9-13



Sire: Speargrass Dam: CCC Gwenyth P

Temptation

Tempter Sthn Cross Preezing Sthn Cross Mr Bush

SL Hollywood

This young cow has fantastic depth in her pedigree with Tempter on her sires side and Victory Lap on dams side. Heifer calf at foot by Speargrass Eclipse (BH Bubba) Exposed to Speargrass Eclipse from 1-11-16, will be preg tested prior to sale.

Cowboy Cattle Company

\$...... Purchaser.....



★ D7SPUR #1534 ★

T5 Heifer ★ TLA Reg pending ★ DOB: 2-10-15



Sire: HBL Hot Shot Dam: D 7 Spur 349

Hunts Hot Copy HBL Dixie Chick HBL Snowy River D 7 Spur 934

(ET)

Well grown T5, good bodied, quiet. Hot Copy on sires side and Snowy river on Dams side. She has been exposed to D7Spur Aristocrat and HBL Trail Boss

D7Spur Texas Longhorns

ç	ò	Purchaser



★ D7SPUR #1535 **★**

T5 Heifer ★ TLA Reg pending ★ DOB: 14-11-15



Sire: D 7 Spur Rusty Iron Dam: D 7 Spur 130

Drag Iron Southern Cross HBL Snowy River

Eyebrows

This heifers sire is in the sale today (D7Spur Rusty Iron) she has the horn genetics, very quiet & has fantastic horn growth for her age & will continue to colour up as she ages. She has been exposed to D7Spur Aristocrat and HBL Trail Boss.

D7Spur Texas Longhorns



D 7 Spur 930



★ D7SPUR #1557 **★**

T5 Heifer ★ TLA Reg pending ★ DOB: 2-12-15



Sire: Coolamon Ironman Dam: D 7 Spur 243

Drag Iron Coolamon Louise HBL Cowboy Can D7Spur 601

Lane

Lovely natured coloured T5 Heifer with Drag Iron & Cowboy Man bloodlines. Full life time ahead of her to produce colourful calves. She has been exposed to D7Spur Aristocrat and HBL Trail Boss.

D7Spur Texas Longhorns

\$...... Purchaser.....



★ HBL CHERRY BLOSSOM ★

T5 Heifer ★ TLA Reg# HBLT5610 ★ DOB: 15-2-16



Sire: Superman Dam: HBL Cherry Ripe

Overwhelmer She's a Super Lady HBL Snowy River HBL Cherry Cheer

This pretty heifer is the first calf out of the beautiful and big horned young cow Cherry Ripe whose dam is a full sister to JR—2013 GWR holder. Snowy River is a full-blood embryo import. Superman will provide size, structure, horns & colour.

Horseshoe B Longhorns

Ş	Purchaser
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★ HBL BIANCA ★

Full-blood Heifer ★ ITLA Reg# 273223 ★ DOB: 15-2-16



Sire: Cowboy Man Dam: HBL Dianah

G-Man Senator's Cowgirl HBL Superman HBL Connie Ho

\$...... Purchaser.....

Well grown and very correct heifer. Cowboy Man provides very solid and proven bloodlines (Semkin Longhorns, Oklahoma) If you are looking for structure and size we expect Bianca to grow into a nice big cow.

Horseshoe B Longhorns



★ HBL MAXI FAWN ★

Full-blood Heifer ★ ITLA Reg# 273201 ★ DOB: 21-1-16



Sire: Rodeo Max Dam: HBL Winter Fawn

Ś...... Purchaser.....

Maximus ST Rodeo Redhead Win Win Delta Fawn

Maxi Fawn is out of ET import Winter Fawn who is the only Win Win daughter in Australia & a very productive cow. This heifer has inherited the looks, traits and colour of her dam and great sire Rodeo Max hence her name Maxi Fawn

Horseshoe B Longhorns





Full-blood Heifer ★ ITLA Reg# 273227 ★ DOB: 17-2-16



Sire: Rodeo Max Dam: HBL Lonesome Me

Maximus Rodeo Redhead BH Bubba HBL Lonesome Dove

This lovely heifer was the first calf out of Lonesome Me who is a beautiful young cow. Her dam Lonesome Dove is one of the best cows we have ever bred. This line has beefy size, horns, colour and wonderful temperament.

Horseshoe B Longhorns

Ş	Purchaser
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★ HBL COPY CAT ★

Full-blood Heifer ★ ITLA Reg# 273228 ★ DOB: 18-2-16



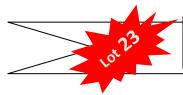
Sire: Hunt's Hot Copy Dam: HBL Gidget

HBL Geisha Girl **Duplicate Copy KC** Hershey Victory Lap

Well grown, long-bodied & very nice heifer showing some of Victory Lap's beautiful colour tendencies. Gidget's dam is Geisha Girl who was one of most fertile and big-horned cows with the Westward Ho horn twist already showing here.

\$...... Purchaser.....

Horseshoe B Longhorns



★ HBL MARIANNA ★

Full-blood Heifer ★ ITLA Reg# T273236 ★ DOB: 28-3-16



Dam: HBL Malibu Sire: Superman

Overwhelmer She's a Super Lady Victory Lap HBL Geisha Girl

Marianna's dam is a lovely, big horned and gentle young cow, this is her second calf. Superman is a great sire and has left an indelible mark in our herd. This is our youngest offering at the sale and a classy Longhorn heifer.

\$...... Purchaser.....

Dam: D7Spur Pixie

Horseshoe B Longhorns



D7SPUR CARRABEEN GIRL *

Sire: Hunts Hot Copy

Full-blood Heifer ★ ITLA Reg# pending ★ DOB: 7-11-15



D7Spur Texas Longhorns

Hunts Duplicate K.C. Hershey D 7 Spur Rusty Iron Dixie-Ann Copy

A coloured young heifer by AI sire Hunts Hot Copy, granddaughter of Drag Iron. Dams side is Rebel Red & Strike N Dixie. Has all the genetics to mature into a top class cow with horn & colour.



★ D7SPUR SHADOW ★



Full Blood Heifer ★ ITLA Reg Pending ★ DOB: 20-10-14

Super quiet good young heifer, easy to handle. Exposed to D7Spur Aristocrat and



Sire: Coolamon Iron man

Dam: HBL Cleopatra

Drag Iron

Coolamon Louise

S.P.Cowabunga

HBL Adelida Way

Lane

Dude

HBL Trail Boss.

D7Spur Texas Longhorns





D7SPUR MADONNA *

Full Blood Heifer ★ ITLA Reg pending ★ DOB: 4-10-14



D7Spur Texas Longhorns

Sire: Coolamon Ironman Dam: D7Spur Desire

Drag Iron Coolamon Louise

HBL Snowy River

\$...... Purchaser.....

HBL Delight

Lane

Very quiet excellent young heifer that has genetics on both sides that grow great horn, conformation & temperament. Exposed to D7Spur Aristocrat and HBL Trail









D7Spur Texas Longhorns

Sire: Coolamon Ironman Dam: Southern Cross **Eyebrows**

Drag Iron Coolamon Louise Southern Cross Southern Cross Dot

Lovely quiet heifer with a great temperament, easy to handle with a bull calf at

Lane

_	a !
·	Durchacar
	Pulchasel

Monty



🛨 SOUTHERN CROSS HAYLEY 🛨



D7Spur Texas Longhorns

Full Blood Cow ★ ITLA # 266540 TLBAA# CAI 272878 TLA# SXLTF008★ DOB: 19/8/2010

Sire: Westward Ho Dam: Southern Cross Ringer

Jet Jockey Conestoga Rebel Red Southern Cross

Belle

Hayley is a very quiet cow, she is a producer of heifer calves. Hayley will be preg tested prior to the sale.





★ D7SPUR MARGARITA ★

Full Blood Cow ★ TLA Reg # D7STF231 ITLA Reg # 260346★ DOB: 16-3-12



D7Spur Texas Longhorns

Sire: HBL Snowy River Dam: HBL Marie Elena

Mile Marker Vale Tanta Victory Lap Ruby Tuesday

\$...... Purchaser.....

A young very quiet cow with a great line of genetics. Margarita will be preg tested prior to sale





Full Blood Cow ★ TLA Reg # D7STF378 ITLA Reg # 268468 ★ DOB: 16-10-13



D7Spur Texas Longhorns

Sire: D7Spur Rusty Iron Dam: D 7Spur Ruby

Drag Iron Southern Cross HBL Snowy River HBL Cleopatra

Eyebrows (ET)

A very quiet young cow with a load of great genetics. Simply Red will be preg tested prior to sale

^	Durchasor
•	Purchaser





Full Blood Cow (& bull calf) ★TLA Reg # D7STF153 ITLA Reg# 260342 ★ DOB: 14-11-11

Sire: HBL Snowy River Dam: Southern Cross Millie

Mile Marker Vale Tanta Westward Ho Southern Cross

Eureka

Beautiful quiet cow, with the Snowy River/Mile Marker bloodlines. With bull calf at foot by Jet Black Chex.

D7Spur Texas Longhorns



🖊 D7SPUR RUSTY IRON 🛨



Sire: Drag Iron

Dam: Southern Cross

Eyebrows

Jamakizm

Shining Victory

Southern Cross

\$...... Purchaser.....

Southern Cross Dot

Rusty Iron has been used extensively through out our stud with great results some of his offspring are in the sale today. Drag Iron semen is no longer available to import into Australia.

D7Spur Texas Longhorns







D7Spur Texas Longhorns

Full Blood Bull ★ ITLA Reg# pending ★ DOB: 28-9-14

S...... Purchaser.....

Sire: Coolamon Ironman Dam: HBL Bindee Fawn

Drag Iron Coolamon Louise **HBL Snowy River HBL Winter Fawn**

Lane

A very quiet young bull has been lightly used with heifers last season. Blood lines go back to Drag Iron , Mile Marker, Superman & Win Win. Showing extremely good horn growth for his age. Tied up on a halter as a weaner. Tip to tip horn measurement is 59 ¼ inches.

Ş	Purchaser
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★ D7SPUR SUGAR DADDY ★



Full Blood Bull ★ ITLA Reg # pending ★ DOB: 19-11-15



D7Spur Texas Longhorns

Sire: HB Bubba Dam: D7Spur Brown Sugar

\$...... Purchaser.....

Brazos Chex Katherine 021 Cowboy Man **HBL** Marie Elena

Very quiet fleshy young bull by Bubba. Tied up with a halter as a weaner. Tip to tip horn measurement is 33 ¼ inches.



r D7SPUR KIDMAN ★

Full Blood Bull ★ ITLA Reg# pending ★ DOB: 27-11-15



D7Spur Texas Longhorns

Dam: HBL Sally Rose Sire: Drag Iron

\$...... Purchaser.....

Jamakizm **Shining Victory** Superman **HBL** Rosalee

Very quiet, tri-coloured young bull. He will colour up and darken as he matures. Out of a Superman cow by Drag Iron. This bull has the full package - colour, temperament, genetics & conformation. He has been tied up with a halter as a weaner. Tip to Tip horn measurement is 34 1/2"



🕇 D7SPUR LAST LAP 🖈

Full Blood Bull ★ ITLA Reg# pending ★ DOB: 29-1-15



D7Spur Texas Longhorns

Sire: The Rambler Dam: HBL Marie Elena

Victory Lap **HBL** Angelina Victory Lap **HBL Ruby Tuesday**

A coloured young bull by Rambler carrying a double cross of Victory Lap. Good horn growth, has been tied up with a halter as a weaner. Tip to Tip horn measurement is 33 inches.

ŞPurchaser	
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★ D7SPUR STEER ★

T4 Trophy Steer ★ DOB: 19-11-13



Sire: N/A Dam: N/A

Lovely quite steer, will make a beautiful trophy steer.

D7Spur Texas Longhorns





★ D7SPUR #366**★**

Full Blood Steer ★ DOB: 28-7-13

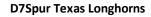


Sire: Coolamon Victor Dam: Southern Cross

Empress

Dam: HBL Heartache

Good quiet steer, good horn. Eligible for registration.



\$...... Purchaser.....



★ D7SPUR #340 ★

Full Blood Steer ★ DOB: 15-5-13



D7Spur Texas Longhorns

Lovely quiet trophy steer not yet 4 yrs old, good horn growth. Would make a

good front paddock pet. Eligible for registration.

Sire: HBL Snowy River

\$Purchaser	
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★ D7SPUR #474 ★

Full Blood Steer ★ DOB: 11-11-14



D7Spur Texas Longhorns

Sire: Coolamon Ironman Dam: D7Spur Redwings

A good young coloured steer just 2 yrs old, has the genetics to grow horns. Has a gently disposition. Eligible for registration.

\$......Purchaser.....

Dam: HBL Marie Elena

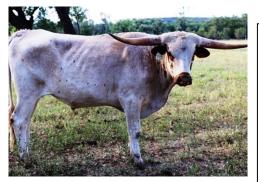
Dam: N/A



★ D7SPUR #487★

Sire: Coolamon Ironman

Full Blood Steer ★ DOB: 23-12-14



D7Spur Texas Longhorns

Very Quiet young full blood steer. Fantastic horn growth for his age, good body, will grow into a beautiful bullock. Has Victory Lap & Drag Iron as grand sires.

\$...... Purchaser.....

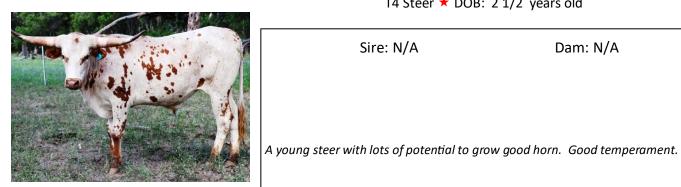
Eligible for registration.



★ D7SPUR STEER ★

Sire: N/A

T4 Steer ★ DOB: 2 1/2 years old



D7Spur Texas Longhorns

\$...... Purchaser.....



★ D7SPUR STEER ★

T4 Steer ★ DOB: 2 1/2 years old



Sire: N/A Dam: N/A

A young steer with lots of potential to grow good horn. Good temperament

D7Spur Texas Longhorns

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★ D7SPUR STEER★

Time Event Steer ★ DOB: 12-14 months old

Sire: N/A Dam: N/A

Steer that would suit as time event stock or for someone to take home and grow out for a pet.

D7Spur Texas Longhorns

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★ D7SPUR STEER ★

Sire: N/A

Time Event Steer ★ DOB: 12-14 months old



D7Spur Texas Longhorns

Steer that would suit as time event stock or for someone to take home and grow out for a pet.

\$...... Purchaser.....

Dam: N/A



★ D7SPUR STEER ★

Time Event Steer ★ DOB: 12-14 months old



D7Spur Texas Longhorns

Sire: N/A Dam: N/A

Steer that would suit as time event stock or for someone to take home and grow out for a pet.

\$......Purchaser.....



★ D7SPUR STEER ★

Time Event Steer ★ DOB: 12-14 months old



D7Spur Texas Longhorns

Sire: N/A Dam: N/A

Steer that would suit as time event stock or for someone to take home and grow out for a pet.

\$...... Purchaser.....



★ D7SPUR STEER ★

out for a pet.

Sire: N/A

Time Event Steer ★ DOB: 12-14 months old



D7Spur Texas Longhorns

Steer that would suit as time event stock or for someone to take home and grow

\$...... Purchaser.....

Dam: N/A

We would like to thank our friend and great supporter Genine Jackson for the design of the sale poster and also her wonderful artwork.

www.ablehorses.com.au





Notes

OYSTER By Baxter Black

The sign upon the café wall said OYSTER: fifty cents. "How quaint," the blue-eyed sweetheart said with some bewilderment, "I didn't know they served such fare out here upon the plain." "Oh, sure," her cowboy date replied, "We're really quite urbane."

"I would guess they're Chesapeake or Blue Point, don't you think?"
"No ma'am, they're mostly Longhorn cross . . . and usually they're pink
But I've been cold, so cold myself, what you say could be true
And if a man looked close enough, their points could sure be blue!"

She said, "I gather them myself out on the bay alone. I pluck them from the murky depths and smash them with a stone!" The cowboy winced, imaging a calf with her beneath, "Me, I use a pocket knife and yank em with my teeth."

"Oh my," she said, "You're an animal! How crude and unrefined! Your masculine assertiveness sends a shiver down my spine! But I prefer a butcher knife too dull to really cut. I wedge it in on either side and crack it like a nut!

I pry them out. If they resist, sometimes I use the pliers Or even Grandpa's pruning shears if that's what it requires!" The hair stood on the cowboy's neck. His stomach did a whirl. He'd never heard such grisly talk, especially from a girl!

"I like them fresh," the sweetheart said and laid her menu down Then ordered oysters for them both when the waiter came around. The cowboy smiled gamely, though her words stuck in his craw But he finally fainted dead away when she said, "I'll have mine raw!"







ALPA LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

CHAPTER ONE - PRELIMINARY 1. (a) A vendor is bound by these terms and conditions by offering livestock for sale by auction.

- (b) An agent (which includes an auctioneer) is bound by these terms and conditions by conducting an auction sale.
- (c) A buyer is bound by these terms and conditions by bidding at auction.
- 2. (a) In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors, agents of each of them. The auctioneer, agent, buyer and vendor shall be wholly responsible for the acts and omissions of their respective servants, contractors and agents. The term "auctioneer" includes, so far as the law and context permits, the vendor's agent.
- (b) When used in these terms the expressions "companion animals" means all animals originating from the same property on a particular day. Where lots are split and sent to multiple establishments, then all of these animals shall be regarded as companions.
- 3. The following applies in interpreting these terms and conditions:
- (a) The following words have the following meanings:

Fees means all levies, charges, fees, costs and other expenses incurred or relating to these terms and conditions and the sale and purchase of livestock including, without limitation, transaction levies, yard and weigh dues, cartage, advertising and rebates, and whether paid for, or incurred, by the agent;

Livestock means animals auctioned pursuant to these terms and conditions; and

Price means the amount at which the lot has been sold to the buyer referred to in clause 7 of these terms and conditions

- (i) plus any Fees and other expenses incurred in relation to the purchase of livestock that are payable by the buyer; and
- (ii) plus any GST added in accordance with clause 12.
- (b) These terms and conditions are subject to legislation or regulation in the State in which the auction is conducted and in the event of any conflict then the legislation or regulation will prevail. The provisions of these terms and conditions are in addition to, and do not derogate from, the duties and rights of vendors, agents and buyers set out in legislation and regulation in the State in which the auction is conducted.

CHAPTER TWO - STANDARD TERMS OF SALE 4. Subject to any reserve price, and to the right, prior to the fall of the hammer, of the vendor to withdraw any lot without declaring the reserve, the highest bidder shall be the buyer.

- 5. The auctioneer has the right to bid on behalf of the vendor provided that right is notified prior to the commencement of the sale and is subject to State law.
- 6. A bid cannot be made or accepted after the fall of the hammer unless, in accordance with clause 8, the auctioneer decides to put the lot up again.
- 7. The last price called by the auctioneer at the fall of the hammer shall be the amount at which the lot has been sold.
- 8. In the event of a disputed bid, the auctioneer is the sole arbitrator of the successful bidder or the auctioneer may decide to put the lot up again. The auctioneer's decision is final.
- 9. The auctioneer may refuse to accept any bid which, in the auctioneer's opinion, is not in the best interest of the vendor and need not give reasons for doing so.
- 10. A bidder shall be deemed to be a principal unless, prior to bidding, the bidder has given to the auctioneer a copy of written authority to bid for or on behalf of another person.
- 11. The successful bidder at a livestock auction sale must give to the auctioneer at the fall of the hammer:
- (a) the purchaser's name; or
- (b) the bid card number which identifies the purchaser; or
- (c) the name of the person on whose behalf the successful bid was made; and
- (d) the Property Identification Code (known as the "PIC") of destination.

- 12. The auction shall be conducted on the basis that the bid price shall be exclusive of Goods and Services Tax (GST). GST shall be added after the fall of the hammer for those sales subject to GST.
- 13. As soon as practicable after the fall of the hammer, the buyer shall if requested by the agent, sign the agreement for sale.
- 14. If a buyer does not comply with any of these terms and conditions, which includes the requirements of State law, any livestock knocked down to that buyer may be re-sold by public auction or private contract in whatever lots and manner the auctioneer decides. The re-sale may be with or without notice and shall be at the buyer's risk. The buyer is responsible for all loss and expense arising out of a re-sale and is not entitled to any resulting profit.
- 15. The buyer of livestock must pay the agent the full amount of the purchase price in immediate funds on receipt of a tax invoice. Payment is required prior to delivery unless some other time for payment is specified in a written agreement between the buyer and the auctioneer that was made before the fall of the hammer. If, before delivery, payment has not been made then clauses 20 to 23 apply.
- 16. No person may bid unless, prior to the commencement of the sale, that person has made arrangements satisfactory to the auctioneer for payment for livestock purchased. If bids in breach of this condition are inadvertently accepted, delivery shall not be given until the purchase money is paid and any law, rule or practice to the contrary is accordingly negatived as far as possible.
- 17. (a) Cattle sold on a liveweight basis that are weighed pre-sale are at the risk and expense of the buyer upon the fall of the hammer.
- (b) Cattle sold on a liveweight basis that are weighed post-sale are at the risk and expense of the buyer immediately after weighing.
- (c) All livestock other than cattle sold on a liveweight basis are at the risk and expense of the buyer upon the fall of the hammer.
- 18. (a) Subject to this clause the sale is complete on the fall of the hammer.
- (b) The time for rejection is the time commencing at the fall of the hammer and ending at the first of:
- (i) delivery is taken by a representative of the buyer;
- (ii) departure of the animal from the purchaser's delivery pen; or
- (iii) one hour after the last animal is:
- a. in the case of pre-sale weighing, sold; or
- b. in the case of post-sale weighing, weighed.
- (c) During the time for rejection the buyer may reject any animal which is lame, blind or diseased where that condition existed prior to the fall of the hammer but could not be reasonably observed when the animal was in the selling pen.
- (d) If the purchaser rejects an animal during the time for rejection then the sale of that animal is cancelled and the animal is returned to the vendor or sold on such terms as any buyer and the agent may agree, after the agent has disclosed the reason for rejection to that buyer.
- (e) This sub-clause applies only to cattle which are sold in Queensland at auction for slaughter. The agent has responsibility for the prevention of loss or escape (but not death, sickness or injury) of those cattle from the time of the fall of the hammer, through delivery to and from the scales, to the buyer's delivery pen and on to the buyer's nominated transport. This responsibility ends at the earlier of those cattle boarding the buyer's nominated transport or sunset on the day after the sale. This sub-clause does not apply if the agent makes an announcement to that effect prior to sale.
- 19. (a) Subject to the right of rejection in Clause 18, all conditions and warranties expressed or implied by law are hereby excluded from the sale to the extent that the law allows. All lots are open for inspection prior to the commencement of the sale and are sold with all faults, if any. No compensation shall be given for any faults, imperfections, errors of description, number in or of any lots sold or otherwise.
- (b) Any claim or objection arising out of an error or misdescription in the provision of relevant information in terms of legislation or regulation concerning the National Livestock Identification Scheme (NLIS) must be made by 5:00pm on the seventh day after the fall of the hammer. No
- objection, requisition or claim against the vendor or agent in respect of such error or misdescription can be made after that time.
- (c) Any statements made by the vendor or the auctioneer whether in writing or orally to the effect that any female has been pregnancy tested or scanned positive shall mean and require only that a certificate in writing shall be supplied to the buyer signed by a qualified veter inary surgeon or certified scanner certifying that the said female has been tested or scanned on the date specified in the certificate and that in the opinion of the surgeon or scanner was pregnant on that date.
- (d) For slaughter cattle, the agent undertakes to make every reasonable effort to ensure that any NLIS cattle device number is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.
- (e) For other slaughter livestock the agent undertakes to make every reasonable effort to ensure that the NLIS information is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.
- (f) Where livestock have a food safety or market eligibility status derived from the National Vendor Declaration (NVD) and/or the NLIS/ERP database, the agent will inform the buyers by presale catalogue and/or announce the status prior to the offering of those lots.

- 20. If delivery is made to, or possession obtained by, the buyer or its representative before full payment of the Price, then until full payment is received, the buyer:
- (a) does not acquire title to the livestock;
- (b) holds the livestock as bailee only for the vendor;
- (c) must act in a fiduciary capacity in its relationship with the vendor;
- (d) must store the stock separately or so that they are readily distinguishable from other livestock owned by the buyer;
- (e) is responsible for the safety and well being of the livestock;
- (f) may make a bona fide sale for market value of any or all of the livestock. As between the buyer and the subsequent buyer, the sale shall be made by the buyer in its own name and not as agent for the vendor, however as between the vendor and buyer, the sale shall be made as bailee and agent for the vendor; and
- (g) must keep and account for the proceeds of any subsequent sale separately from its other money and hold those proceeds, to gether with the benefits of any rights against subsequent buyers, on trust for the vendor.
- 21. In addition to clause 20, if payment is not made according to clause 15, but delivery has been made to, or possession obtained by, the buyer or its representative:
- (a) The vendor or its agent may repossess and resell the livestock and enter property owned or occupied by the buyer or its representative if necessary to do so; and
- (b) Interest may be charged at the rate usually charged by the agent for overdue accounts on any amounts which remain owing at any time.
- 22. The buyer may not make any claim against the vendor for actions by the vendor or its agent under clauses 20 or 21 and indemnifies the vendor and its agent against any loss, damage, costs, expenses, penalties, fines or claims suffered by the vendor, the agent or any person or entity arising from the vendor exercising its rights under clauses 20 or 21.
- 23.1. Clause 23 applies whenever the agent pays the vendor before being paid by the buyer, which the agent is not bound to do. The agent is then the del credere agent of the vendor at law.
- 23.2. The vendor hereby gives notice to the buyer of the assignments referred to in clause 23.3.
- 23.3. When this clause applies, in addition to any rights of the agent that arise by operation of the law, the parties agree that, subject to clause 23.6 the agent is subrogated to all rights of the vendor under these terms and conditions against the buyer.
- 23.4. Title to the livestock does not pass to the agent or a nominee of the agent unless the agent, by written notice to the vendor, notifies the vendor that it is to be transferred to the agent or a nominee of the agent.
- 23.5. The vendor acknowledges that the agent may take enforcement, repossession or other action to recover any livestock for which the buyer has not paid in full, or the Price of such livestock, owing by the buyer under these terms and conditions:
- (a) when this clause does not apply, as agent of the vendor (including by reselling the livestock); and
- (b) when this clause applies, on the agent's own behalf exercising the rights of the vendor by subrogation or assignment under these terms and conditions (whether in the vendor's name or not) and, where title to the livestock has not passed to the agent, by selling the livestock as agent of the vendor without the agent having to account to the vendor for the proceeds of sale.
- 23.6. The agent may at any time, assign, transfer, securitise or otherwise dispose of all or any of its rights under these terms and conditions and any debts created pursuant to it (including, without limitation, the rights assigned to it under clause 23.3).
- 23.7. The vendor hereby irrevocably appoints the agent as the vendor's attorney to:
- (a) do at any time and in any manner as the agent thinks fit all acts necessary or desirable to perfect or improve the rights and interests afforded, or intended to be afforded, to the agent under these terms and conditions; and
- (b) appoint one or more sub-attorneys to do anything that the agent may do as the vendor's attorney.
- 23.8. These terms and conditions do not render the agent liable to the buyer as vendor nor entitle the buyer to set off against the agent any right the buyer may have against the vendor or otherwise.
- 23.9. The buyer acknowledges that the provisions of this clause 23 are intended solely for the benefit of the agent (and its assigns) and the vendor. The liabilities and obligations of the buyer will not be in any way affected:
- (a) by this clause 23, other than as it expressly provides; or
- (b) by the failure of the agent or the vendor or either of them to comply with the terms of this clause 23.
- 23.10. The buyer must pay all amounts payable to the vendor or the agent under these terms and conditions without any deduction, withholding, set off or counterclaim whatsoever, whether the benefit of a deduction, withholding, set off or counterclaim is alleged to exist in favour of the buyer as against the vendor or the agent in any capacity whatsoever or any other person including any assignor of the vendor's or the buyer's interests under these terms and conditions.

- 24. (a) The agent agrees that he is liable to pay to the vendor the Price, less such commission as is agreed between the vendor and the agent, and in the absence of any agreement such amount as is reasonable, and less the Fees that are payable by the vendor that were incurred by the agent on behalf of the vendor in relation to the sale of the livestock.
- (b) In the event that the buyer pays the Price or part of it direct to the vendor then the agent has no liability to the vend or for the amount of such payment. Further, if the agent pays the vendor any amount which the buyer also pays direct to the vendor in respect of the same livest ock, then the vendor must repay the agent that amount and the agent may debit that amount to an account held in the name of the vendor by the agent.
- (c) Regardless of whether or not a sale has occurred the agent may, but is not under obligation so to do, instead of deducting payments owed to it by the vendor, debit the amount of the commission and fees to an account held in the name of the vendor by the agent.
- 25. (a) The auctioneer has been retained by the vendor as auctioneer for the purpose of selling the livestock comprised in the lots. The terms of engagement between the auctioneer and the vendor do not extend to the provision of advice by the auctioneer to the vendor in relation to the safety or otherwise of the sale ring, the saleyards and the surrounding environments.
- (b) The vendor, the agent and the buyer agree to comply with their several duties under the Australian Animal Welfare Standards and Guidelines for the Land Transport of Livestock and further to consign, manage, receive, transport and handle livestock in accordance with any other or additional requirements of animal welfare legislation specific to the jurisdiction in which livestock are consigned, managed, received, transported and handled in the course of the auction process.

CHAPTER THREE – VENDOR WARRANTY FOR CORRECT PRESENTATION AND DECLARATION 26. This chapter applies only in the case of livestock and their companion animals sold at auction for slaughter when the buyer is the slaughterer and the livestock are transported direct from the sale yard to the meatworks at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells the livestock to a slaughterer. A slaughterer is any person who pays the AMPC Processor levy.

- 27. The warranty of a vendor is that livestock and their companion animals offered for sale at auction:
- (a) pass DAFF and other regulatory authority requirements and inspections at the time of slaughter; (DAFF refers to the Federal Government Department of Agriculture, Fisheries and Forestry)
- (b) are of merchantable quality;
- (c) carry an NLIS device in accordance with State law;
- (d) in the case where a representation has been made in the pre-sale catalogue that the livestock have particular characteristics or are fit for a particular purpose or market, and such representations are based on information in the NVD, the livestock will have those characteristics or will be fit for the particular purpose or market; and
- (e) all information in any NVD provided by the vendor is true, complete and correct in all material respects.
- 28. In the event of a breach by the vendor of the vendor's warranty and provided such breach is notified by the buyer to the agent by 5:00pm on the 7th day after the fall of the hammer then the buyer is not liable to pay the portion of the Price of such of the vendor's livestock to which the breach applies.
- 29. However if the breach by the vendor is such that the livestock are not rejected outright but are instead downgraded then the buyer will pay the value of the livestock at their next highest and best use.
- 30. In the case of a breach by the vendor of the vendor's warranty then the vendor will also be liable to the buyer for any further losses which the buyer might establish but the buyer will take all reasonable steps in co-operation with the agent and vendor to mitigate both the effect of the breach and the amount of any loss.
- 31. Where a sentinel animal of a lot tests positive for chemical residue, or foreign material contamination and provided such test is certified and notified as required by these vendor warranty terms, then:
- (a) the buyer will be entitled to delay payment for the price of all livestock in that lot only; or
- (b) the vendor has the option, at the vendor's cost, of collecting the companion animals, if allowed by law; or of having the livestock slaughtered in which event the risk of further condemnations will be that of the vendor. Where product integrity is potentially jeopardised, the Processor has the right to refuse slaughter and send the livestock back to the consigning property at the vendor's cost.
- 32. The auctioneer is liable to the buyer in respect of any breach of the vendor's warranty arising out of:
- (a) any error, by the auctioneer, of transcription of information from the NVD completed by the vendor to the pre-sale catalogue or the buyers post-sale summary;
- (b) any failure by the auctioneer to notify the buyer, prior to bidding, of any breach by the vendor of the warranty of the vendor if the buyer establishes that the agent knew of such breach prior to the sale; and
- (c) any failure by the auctioneer to announce prior to bidding, or disclose in the pre-sale catalogue, that the vendor has failed to provide a NVD that is complete in all material aspects.

CHAPTER FOUR - OWNERS RISK FOR CONDITION OF CATTLE 33. This chapter applies only in the case of cattle and their companion animals sold at auction for slaughter when the buyer is the slaughterer and the cattle are transported direct from the sale yard to the meatworks at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells cattle to a slaughterer. A slaughterer is any person who pays the AMPC Processor levy.

- 34. Owners risk reflects the producer's responsibility to provide slaughter cattle for sale that are fit for human consumption. Cattle are fit for human consumption if they are not condemned as unfit by DAFF. Owners risk applies if the condemnation is due to a condition in the animal which the buyer establishes, by the DAFF certificate, existed prior to the fall of the hammer.
- 35. A buyer with the benefit of owners risk protection is not liable to pay the Price of that animal to the vendor. The buyer remains nevertheless liable for all costs incurred after the fall of the hammer in transport, slaughter, testing and disposal of the animal.
- 36. Owners risk protection is available to the buyer of cattle to which this chapter applies if all of the following are satisfied:
- (a) a certificate is issued by DAFF which states the relevant NLIS RFID tag number and PIC, the date of the certificate, the reason for condemnation and that the reason for condemnation existed prior to the fall of the hammer;
- (b) the certificate is received by the selling agent either in its original form or by fax by 5:00pm on the 7th day after the fall of the hammer; and
- (c) if the condemnation is due to chemical residue the certificate follows testing in a DAFF approved laboratory which establishes maximum residue limits in excess of the Australian limit.
- 37. Owners risk does not apply, and the buyer must pay for the cattle, if the reason for condemnation is any of the following:
- (a) bruising,
- (b) fever,
- (c) partial condemnation, or
- (d) emaciation.

CHAPTER FIVE - NOTICES REQUIRED BY STATE LEGISLATION

NSW Legislation

Property, Stock and Business Agents Act 2002 Warnings

Penalties for collusive practices. It is an offence against the Property, Stock and Business Agents Act 2002 for a person to do any of the following as a result of a collusive practice, or to induce or attempt to induce another person by a collusive practice to do any of the following:

- (i) to abstain from bidding; or
- (ii) to bid to a limited extent only; or
- (iii) to do any other act that might prevent free and open competition.

Severe penalties may be imposed on persons convicted of collusive practices.

The auctioneer has the right to make one bid on behalf of the vendor if the auctioneer clearly and precisely announces that fact prior to the sale.

Tasmanian Legislation

An auctioneer conducting a public auction must not appear to acknowledge the making of a bid if no bid was made. A person must not participate in collusive practices by way of making or receiving an unlawful promise to abstain from bidding, not to bid except to a limited extent or do any other thing which may prevent free and open competition.

Western Australian Legislation

Auction Sales Act 1973 s31 NOTICE. It is an offence to:

- (i) induce or attempt to induce another person to abstain from bidding by means of a promise, expressed or implied, that the other person will have the right to elect to take over as buyer or to toss or draw lots to establish who is to become the owner;
- (ii) abstain or agree to abstain from bidding as a result of such a promise;
- (iii) knowingly enter or permit or cause to be entered in the auctioneer's record any name other than that of the actual successful bidder;
- (iv) enter in the auctioneer's record the name of the buyer other than that of the actual successful bidder; or
- (v) in the case of successful bidder supply wrong information as to the name of the buyer to the auctioneer or to any person, firm or corporation on whose behalf the sale is conducted.

The vendor, or any person on behalf of the vendor, or the auctioneer have the right to make no more than three bids.



BUYERS INSTRUCTIONS

Name:	
Address:	
	Post Code:
Phone:Mobile:	
Email	
Lots Purchased	Lots Purchased
Transport Arrangements:	
Transport Arrangements:	
PIC Number:	
Insurance Required: YES or NO	
Buyers Signature:	Date: