TRAILS WEST

"AUSTRALIA'S CLASSIC TEXAS LONGHORN SALE" ~ 10.00 MARCH 24, 2018 ~



ROMA SALEYARDS - QLD

B

★ VENUE and SALE DAY INFORMATION ★

We extend a warm welcome to you to the 2018 "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) All successful purchases must be settled on sale day unless prior arrangement are made with Landmark.

COMMENCING: 10.00am March 24th, 2018

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, Warrego Highway 6.30pm Friday.

BREAKFAST: Breakfast available at Roma Saleyards cafeteria

WEBSITE: www.texaslonghornalliance.com.au ONLINE AUCTION: www.elitelivestockauctions.com.au

VENDORS: D 7 SPUR TEXAS LONGHORNS

www.d7spurlonghorns.com.au | info@d7spurlonghorns.com.au | 0429 853 444

BRIGALOW TEXAS LONGHORNS

brigalowlonghorns@gmail.com | 0400 352 100

HORSESHOE B LONGHORNS

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

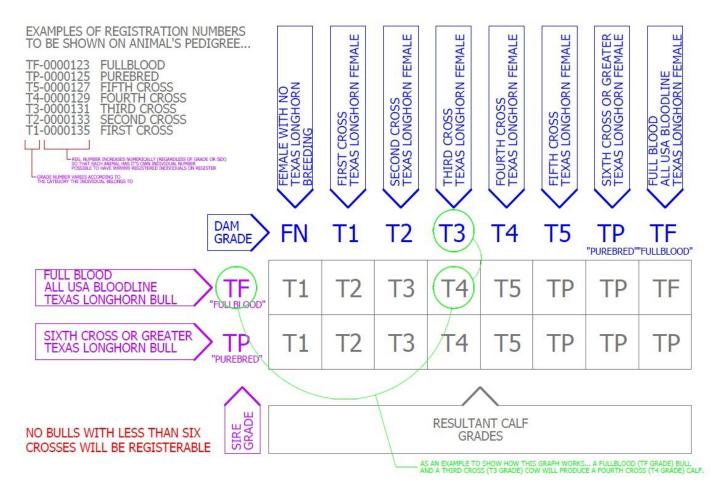
SALE ORDER					
	Lot#	1	T3 Cow		
	Lot#	2-4	T4 Cows		
	Lot#	5	T4 Heifer		
	Lot#	6-9	T5 Heifers		
	Lot#	10-12	TP Heifers (Purebred)		
	Lot#	13-23	FB Heifers (Full Blood)		
	Lot#	24	T5 Cow		
	Lot#	25-26	TP Cows (Purebred)		
	Lot#	27-29	FB Cows (Full Blood)		
	Lot#	30-35	Auction of unique TEXAS LONGHORN products		
	Lot#	36-38	Full-blood Bulls		
	Lot#	39-40	TP Steers (Purebred)		
	Lot#	41-49	FB Steers (Full Blood)		
	Every attempt will I	pe made to a	dhere 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



Landmark Roma. You can count

We have lived and breathed agribusiness for more than 150 years. Across the country, we work hard to know what's best for your Business.

Merchandise Livestock

Farm Services Fertiliser

Seed **Crop Protection**

Finance **Real Estate** Insurance Wool

LANDMARK

Call or Visit your local branch today.

n us.

Landmark Roma 68 Arthur Street, Roma Landmark Injune 13-16 Station Street, Injune 101 Cambridge Street, Mitchell Landmark Mitchell

07 46221088 07 46261355 07 46231144

www.landmark.com.au

ROMA MAP



JOIN THE STAMPEDE!



~ VENDOR MESSAGES ~



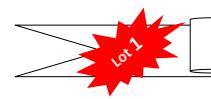
D7 SPUR TEXAS LONGHORNS are proud to present a good quality selection of cattle for this sale. There are various grades and types of cattle to suit breeders, Trophy Steer buyers and the Time Event buyers. Grades offered for sale are from Full blood females, T3 – T5 Females & Steers , Bulls, Full blood 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**



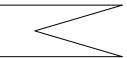
BRIGALOW LONGHORNS are proud to offer 6 young heifers ranging from T5 – Full Blood. All our heifers have been extensively handled and haltered at an early age. They all are extremely quiet and are used to young children as our two young daughters have also been very "hands on" in their care. We are committed to using the best genetics available to us from America and Canada to breed quality Longhorns that are easy to handle. We have enjoyed watching these heifers grow and are certain that they will make a great additions to your Longhorn herd......Wes and Hayley Offord



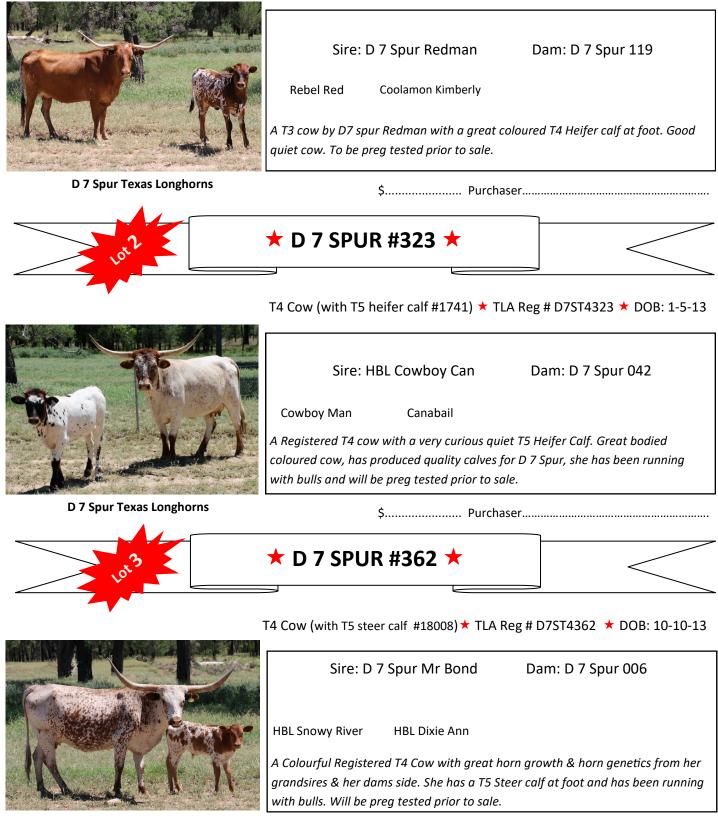
HORSESHOE B LONGHORNS are proud of our cattle and proud to be able to offer to other breeders in Australia the chance to own some top quality registered full-blood heifers, bulls and trophy steers at this sale. Over the last 20 years we have used artificial insemination & embryo transfer utilizing some 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**



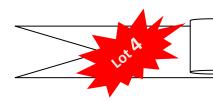
★ D 7 SPUR #305 ★



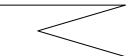
T3 Cow (with T4 heifer calf #1748) *****TLA Reg # D7ST3305 ***** DOB: 2-10-13



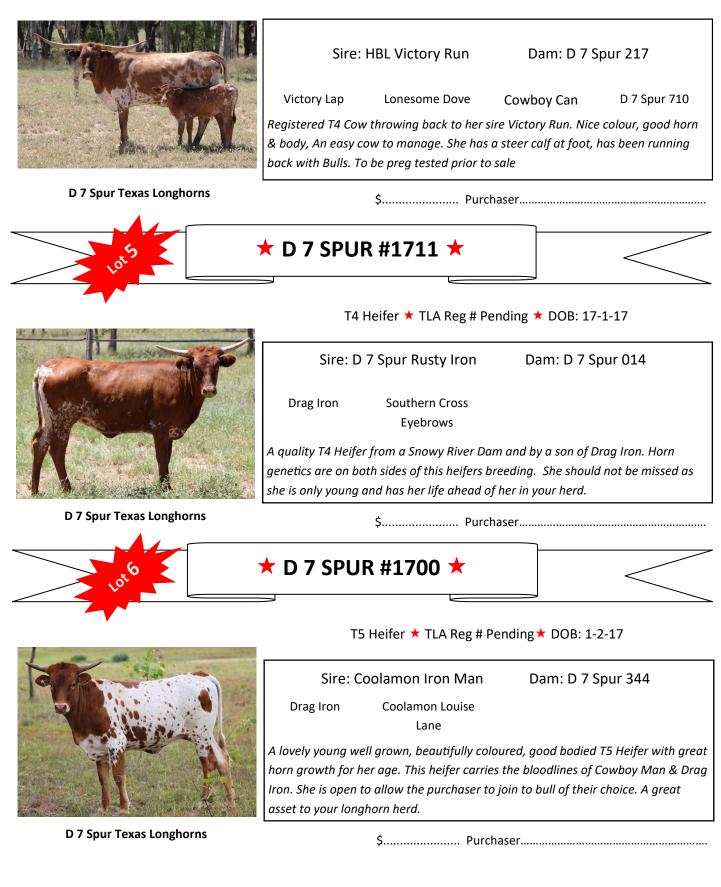
D 7 Spur Texas Longhorns



★ D 7 SPUR #424 ★

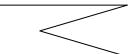


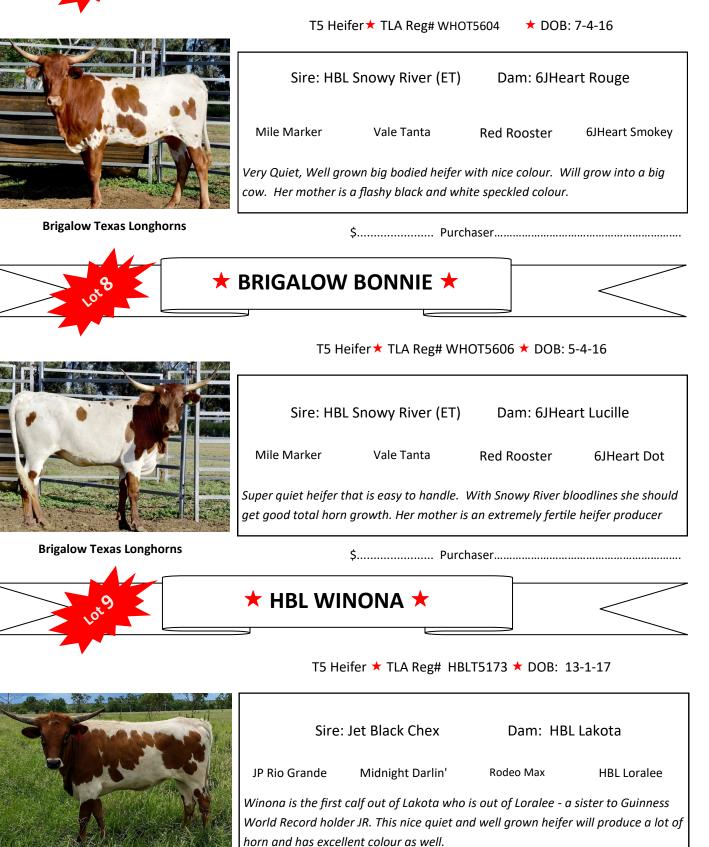
T4 Cow (with T5 steer calf) **★** TLA Reg **#** D7ST4424 **★** DOB: 24-11-14





★ BRIGALOW BARBIE ★





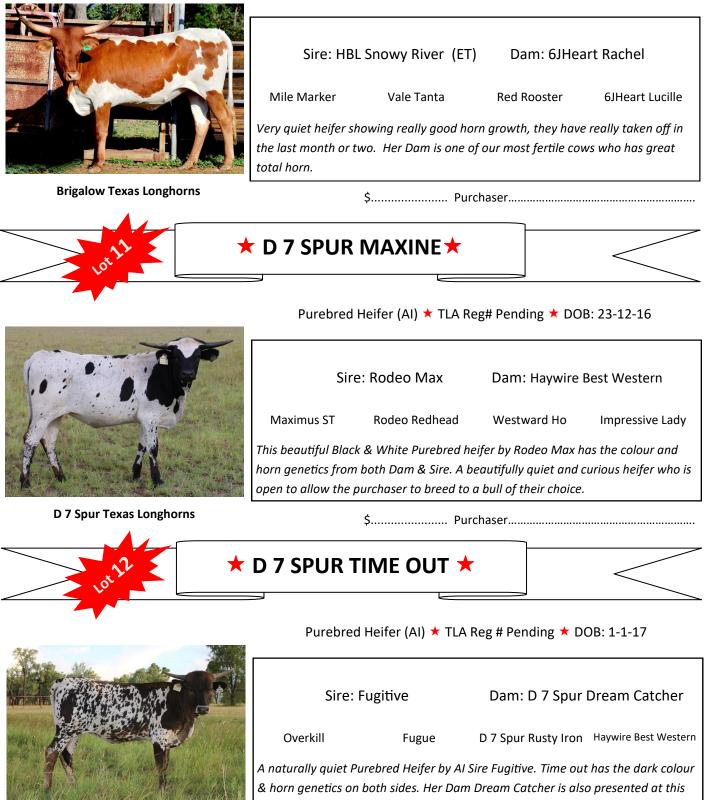
Horseshoe B Longhorns



★ BRIGALOW BELLA★



TP Heifer ★ TLA Reg# WHOTP602 ★ DOB: 3-4-16

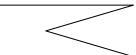


D 7 Spur Texas Longhorns

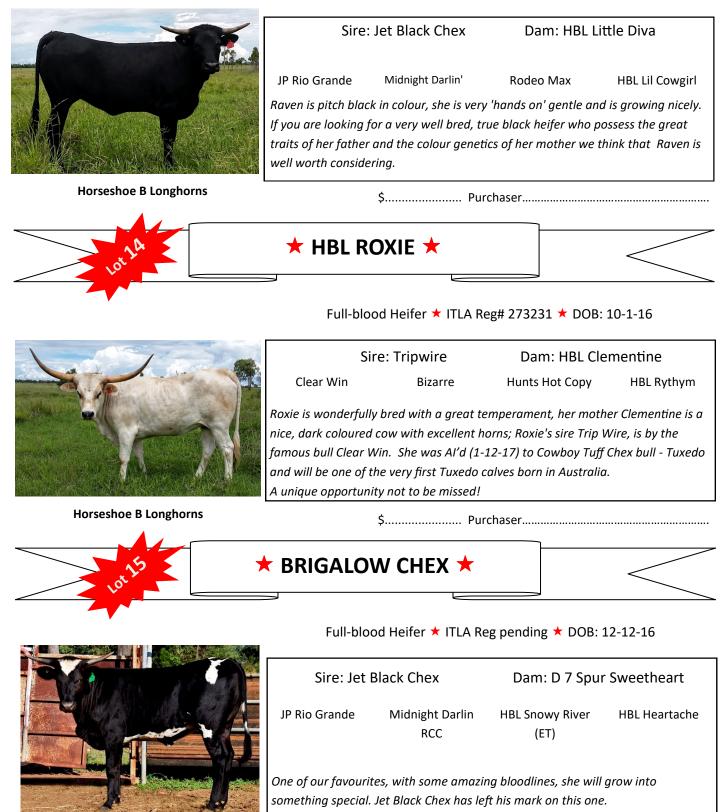
\$..... Purchaser.....

sale. Her grand dam is the mother of D 7 Spur Maxine.





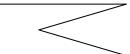
Full-blood Heifer **★** ITLA Reg# 276113 **★** DOB: 27-1-17



Brigalow Texas Longhorns



★ BRIGIALOW BO ★



Full-blood Heifer **★** TLA Reg # WHOTF609 **★** DOB: 2-8-16





Brigalow Texas Longhorns

Vale Tanta

Quiet, long bodied heifer starting to show good horn growth, easy to handle. Will grow into a very nice cow. Dam is retained in our herd and also has good total horn.

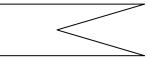
The Tramp

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

Lot 18

★ D 7 SPUR TIA MARIA ★

Mile Marker



La Juana (AI)



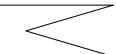
D 7 Spur Texas Longhorns

Full-blood Heifer **★** ITLA Reg # Pending **★** DOB: 8-1-16

Sire:	The Rambler	Dam: D 7 Spur I	Vargarita		
Victory Lap	Angelina	HBL Snowy River	Marie Elena		
Tia Maria is a well grown good bodied full blood heifer that has terrific horn growth for her age and carries the Mile Marker & Victory Lap bloodlines. Tia Maria's dam has produced some quality progeny for us. Preg Tested Prior to sale.					



★ D 7 SPUR MAYBELLINE ★





Full-blood Heifer (AI) **★** ITLA Reg# Pending **★** DOB: 4-12-16

	Sire: Hunt's Hot Copy		Dam: Southern Cross Eyebrows		
and a	Hunts Duplicate	K.C Hershey	Southern Cross	Southern Cross Dot	
	Сору		Monty		
	Maybelline is a quiet quality full blood heifer with a nice coloured body by Al				

Black & White sire Hunt's Hot Copy. Her Dam carries a lot of the old Longhorn bloodlines. This heifer will be an asset to any herd, is open so the purchaser can breed to the bull of their choice.

D 7 Spur Texas Longhorns

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



★ HBL LITTLE LULU ★





Horseshoe B Longhorns

Sire: Jet Black Chex Dam: HBL Daisy JP Rio Grande BH Bubba HBL Malibu Midnight Darlin'

Little Lulu is out of nice young Bubba cow who is a half sister to the highest priced beast sold at the 2017 Trails West Sale. Her mother has the striking Bubba colouration. She is showing exceptional horn growth for her age and should grow into a really big horned cow; Little Lulu also has a lovely temperament.

Ś..... Purchaser.....









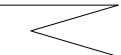
Horseshoe B Longhorns

Full-blood Heifer **★** ITLA Reg# 276151 **★** DOB: 22-1-17

Sire: BH Bubba		Dam: HBL Re	ata Rose		
Brazos Chex	Katherine 21	Rodeo Max	HBL Rythym		
eata Leigh is the quietest and most lovable of the heifers we are offering at this ale, she has been 'hands on' quiet ever since she was a baby. She's a pretty eifer and has all the nice traits of her sire and her dam. If you add this heifer to					
,					



★ D 7 SPUR SCARLETT ★





Full-blood Heifer **★** ITLA Reg # Pending **★** DOB: 3-3-17

Sire: The Rambler

Dam: D 7 Spur Cherrie Red

Victory Lap

Angelina

D 7 Spur Rusty Iron HBL Raw Deal

Scarlett is just 12 months old with a good body, great colour and is nice and quiet. Her Dam is Cherrie Red who carries the Drag Iron bloodlines and is also in the sale catalogue.

D 7 Spur Texas Longhorns

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

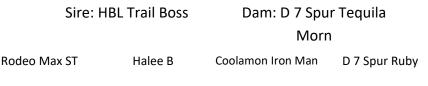


D 7 SPUR BLOODY MARY ★

Full-blood Heifer **★** ITLA Reg # Pending **★** DOB: 30-10-16



D 7 Spur Texas Longhorns



This Full Blood Heifer has bloodlines of Drag Iron, Snowy River, Rodeo Max all of which have great confirmation, colour and horn genetics. Bloody Mary will get darker in colour as she ages. She is a quiet with a good temperament. She is open to breed to bull of purchaser's choice.

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



★ D 7 SPUR #430 ★



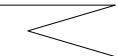


D 7 Spur Texas Longhorns

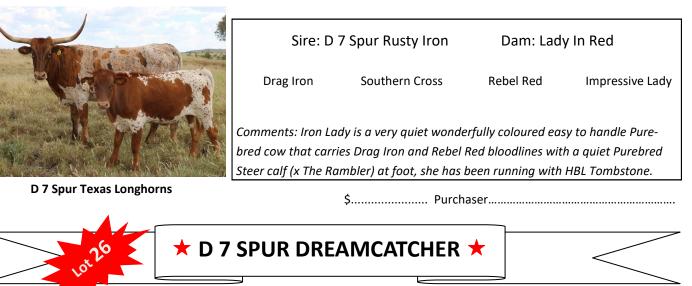
T5 Cow (with Purebred bull calf) **★** TLA Reg **#** D7ST5430 **★** DOB: 6-11-14

Sire: D	Sire: D 7 Spur Mr Bond		our 245		
HBL Snowy River (ET)	HBL Dixie Ann	HBL Snowy River	D 7 Spur 937		
A Registered T5 Cow with a double cross of HBL Snowy River Bloodlines which throw great horn genetics & horn growth. Her sire really put's colour in his					
progeny. She is a quiet cow with a young bull calf at foot. She has been running with bulls and will be preg tested prior to sale.					





Purebred Cow (with PB steer calf) **★** TLA Reg **#** DMLTP380 **★** DOB: 18-10-13



Purebred Cow (with PB heifer calf) **★** TLA Reg **#** D7STP369 **★** DOB: 1-9-13



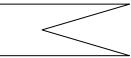
D 7 Spur Texas Longhorns

Sire: D 7 Spur Rusty Iron		Dam: Haywire Best Western			
Drag Iron	Southern Cross Eyebrows	Westwood Ho	Impressive Lady		
Dreamcatcher is a very quiet Purebred cow with great horn and fantastic colour.					
Has a purebred Heifer calf at foot by AI sire Jet Black Chex . She is open so can be					
bred to bull of purchaser's choice.					

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



★ D 7 SPUR SPICE GIRL ★



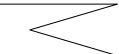


D 7 Spur Texas Longhorns

Full-blood Cow **★** ITLA Reg # 266545 TLA # D7STF266 **★** DOB: 10-12-12

Sire: HBL S	nowy River(E	T) Dam: HBL Cle	Dam: HBL Cleopatra	
Mile Marker	Vale Tanta	Cowabunga Dude	Adelida Way	
		eenabanga buue	/ denda Way	
very quiet Full blood	l cow Snice Girl h	as produced some very	and quality calves	
	•			
or us. She has been A	Al'd to Hot Copy a	ind will be preg tested p	rior to sale .	







D 7 Spur Texas Longhorns

Full-blood Cow ★ ITLA Reg # 268463 TLA # D7STF409 ★ DOB: 2-2-14

Sire: D 7 Spur Rusty Iron		Dam: HBL Raw Deal		
Drag Iron	Southern Cross	Cowboy Man	HBL Overawed	
A great quiet young Full blood solid coloured cow with the bloodlines of Cowboy Man and Drag Iron. She has been Al'd to Tuxedo and will be preg tested prior to				

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



★ D 7 SPUR IMAGE ★

sale.







D 7 Spur Texas Longhorns

Sire: Coolamon Iron Man		Dam: D 7 Sp	ur Pearl
Drag Iron	Coolamon Louise Lane	HBL Snowy River	HBL Jilleroo
xtremely quiet, fantastic bodied great young Full blood cow with the			

A extremely quiet, fantastic bodied great young Full blood cow with the bloodlines of Mile Marker & Drag Iron behind her. Image has a full blood heifer calf at foot; she is open to breed to the bull of purchaser's choice.

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



★ CONDIMENT BOWL & SPOON ★





This condiment bowl and spoon was hand made from genuine cattle horn and pewter by Ross Plant. It is a beautiful product and unique in that absolutely no two are the same; it will take pride of place on your dining table or sideboard.

"Just Divine"



★ LONGHORN NECKLACE ★



Sterling silver Texas Longhorn pendant beautifully crafted by Coomber Bros Jewellery with attached sterling silver cable chain. This is a unique and wonderful gift for someone special.

"Elegant"





Here is a chance to own a custom made, one of a kind solid steel fire pit/barrel. It has 'TRAILS WEST 2018' laser cut out of 3mm solid steel along with a unique Texas Longhorn cattle scene. The barrel measures 730mm in diameter and is 690mm high. Imagine the effect with a crackling fire on a cool winters evening...

"One of a kind"

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



★ POLISHED HORNS ★





A beautiful set of highly polished Texas Longhorn horns mounted on a solid timber backing board. These horns, that measure 4 feet from tip to tip are off a trophy steer from the D7 Spur Texas Longhorns herd. They will take pride of place in your bar, office, garage, restaurant or man cave!

"Spectacular"







This hide is off a steer from the D7 Spur Texas Longhorn herd. It was tanned right here in Australia and will add a western flair to wherever you want to display it.

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

"Classic Western"





This lovely buckle was custom made for us by legendary buckle maker Bob Berg, it is a one off and commemorates the annual Trails West Texas Longhorn Sale.

"Own a piece of history"

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



★ HBL JUSTIFIED ★





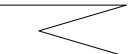
Horseshoe B Longhorns

Full-blood Bull \star ITLA Reg# 276156 ★ DOB: 6-3-17

Sire	Sire: Fugitive		inter Fawn	
Overkill	Fugue	Win Win	Delta Fawn	
At just 12 months of age Justified is a very gentle 'hands on' quiet and very well grown				
young bull - he has a great temperament, structure, is very mature for his age and ready				
to work. His dam Winter Fawn (embryo import) is the only Win Win daughter in Australia				
and his sire is a lovely big son of the black and white bull Overkill. Due to his unique				
breeding, beautiful nature and growthy size, we think that this young bull will live up to his				
nameJustified	nameJustified			



★ D 7 SPUR NO DEAL ★



Full-blood Bull ★ ITLA Reg# Pending ★ DOB: 30-11-16



D 7 Spur Texas Longhorns

Sire: Trip Wire Dam: HBL Raw Deal Clear Win Bizarre Cowboy Man (AI) HBL Overawed

A long bodied bull by the Canadian AI Sire Trip Wire out of a Cowboy Man Cow. He is Super Quiet and gentle showing a good horn growth. No Deal is halter broken and tied up.

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



★ D 7 SPUR ROWDY★





D 7 Spur Texas Longhorns

Full-blood Bull **★** ITLA Reg# Pending **★** DOB: 4-12-16

Sire: Tempter		Dam: HBL Sally Rose	
Temptations The	Field Of Pearls	Superman	Rosalee

This good bodied & good coloured bull Rowdy is by AI Sire Tempter out of a Super Man Cow. A Quiet bull that is ready to work. Tempter produces a thick horn base which is good for time Event cattle or to just improve your herds horns. Rowdy has been halter broken and tied up.

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







D 7 Spur Texas Longhorns

Purebred Trophy Steer **★** DOB: 13-11-14

Sire: HBL Hot Shot		Dam: D 7 Sp	our Gypsy	
Hunts Hot Copy	HBL Dixie Chick	Coolamon Iron Man	Impressive Lady	
A quite natured Purebred Trophy Steer with a good set of horns and a nice coloured hide. This steer would also be suitable as a front paddock Steer. He carries the bloodlines of Drag Iron and Impressive Ranger.				



★ D 7 SPUR #1623 ★



D 7 Spur Texas Longhorns

Purebred Trophy Steer **★** DOB: 11-1-16

Sire: The Rambler		Dam: Best Western	
Victory Lap	Angelina	Westwood Ho	Impressive Lady

This lovely Black & White Pure-Bred Trophy Steer has the Black & White Genes on both sides of his pedigree. He shares the same Dam as D 7 Spur Dream Catcher and the same sire as some of the younger heifers also in the Sale. His colour alone makes him a potential Front Paddock Show piece.

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



★ D 7 SPUR #1626 🕇





D 7 Spur Texas Longhorns

Full-blood Trophy Steer **★** DOB: 21-2-16

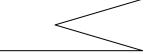
Sire: Coolamon Ironman		Dam: HBL Cleopatra	
Drag Iron	Coolamon Louise Lane	SP-Cowabunga Dude	Adelida Way
young Full Blood Steer showing some horn twist at an early stage in his horn			

A young Full Blood Steer showing some horn twist at an early stage in his horn growth. Has the potential to be a good trophy steer. He has Drag Iron genetics on his sires side.

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









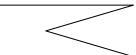
Full-blood Trophy Steer **★** DOB: 11-10-14

Sire: Coolamon Iron Man		Dam: HBL Heartache	
Drag Iron	Coolamon Louise Lane	Cowboy Man	Little Bitty
A wonderfully soft and very quiet Trophy Steer with swooping horns going up and outwards. He is the ideal trophy steer or one just to keep in the front paddock.			

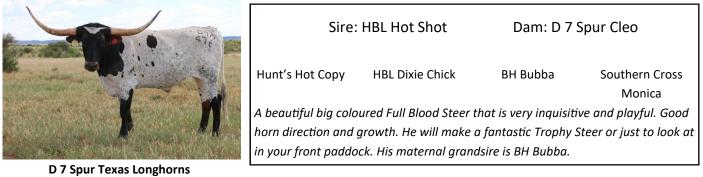
D 7 Spur Texas Longhorns



★ D 7 SPUR #476 ★



Full-blood Trophy Steer **★** DOB: 28-12-14



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



🕇 D 7 SPUR #1581 ★





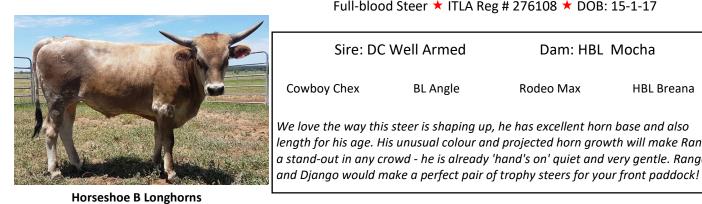
D 7 Spur Texas Longhorns

Full-blood Trophy Steer **★** DOB: 13-11-15

Sire: Victory Lap		Dam: D 7 Spur	Redwings
Winchester	Unattainable	HBL Snowy River (ET)	HBL Dixie-Ann
A good quiet young straight coloured Full Blood Steer with great horn growth. This steer has been tied up. He is loaded with great genetics from Mile Marker			
and Rebel Red. He will make a good front paddock steer or a great Trophy Steer.			

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

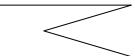




Full-blood Steer **★** ITLA Reg # 276108 **★** DOB: 15-1-17

Sire: DC Well Armed		Dam: HBL Mocha	
Cowboy Chex	BL Angle	Rodeo Max	HBL Breana
We love the way this steer is shaping up, he has excellent horn base and also length for his age. His unusual colour and projected horn growth will make Rango a stand-out in any crowd - he is already 'hand's on' quiet and very gentle. Rango			





Full-blood Steer **★** ITLA Reg # 276118 **★** DOB: 7-2-17





★ D 7 SPUR #1727 ★





D 7 Spur Texas Longhorns

Full-blood Steer ★ DOB: 2-5-17

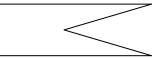
Sire: The Rambler		Dam: D 7 Spur Shadow	
Victory Lap	Angelina	Coolamon Iron Man	Cleopatra

A good framed quiet young Full Blood Steer with great horn growth for his age. He has been tied up, halter broke and taught to lead. This Steer will make a good trophy Steer. This steers Dam is full sister to D 7 Spur 1626

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









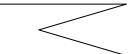
D 7 Spur Texas Longhorns

Full-blood Steer **★** DOB: 17-5-17

Sire: Pending DNA	Dam: D 7 Spur Miss Royal		
	HBL Hot Shot	D 7 Spur Princess	
A good young soft Full Blood Steer with a nice long body a good temperament, he has been tied up, halter broke and taught to lead. He would be a great Trophy Steer of an attraction in the front paddock.			



★ D 7 SPUR #1729 ★



Full-blood Steer ★ DOB: 29-6-17



D 7 Spur Texas Longhorns

Sire: The Rambler

Dam: D 7 Spur Redwings

Victory Lap

Angelina

HBL Snowy River (ET)

HBL Dixie Ann

A super quiet young Black & White Steer has his sire's colours with a lovely clean body, good horn growth for his age and a temperament to match. This steer has been tied up, taught to lead, and is halter broke. He is Half-brother to 1581 from the same dam.





Notes





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.

(d) Competition and Consumer Act (Cth) 2010

It is unlawful for parties that are, or otherwise would be, in competition with each other to make, or give effect to, a contract, arrangement or understanding that contains a provision relating to:

i. price-fixing; or ii. restricting outputs in the production and supply chain; or iii. allocating customers, suppliers or territories; or iv. bid-rigging; or v. collusive bidding.

Large fines and other sanctions may be imposed for unlawful conduct.

2. (a) In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors and 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. Prior to the fall of the hammer the auctioneer shall announce the last bid and receive any further bids. 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. The vendor warrants;

(a) That the vendor has (or will have) the right to sell the livestock at the time of delivery; and

(b) That the purchaser will obtain title on completion of the purchaser's obligations under this contract including payment.

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 an 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 subclause 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, for delivery to and from the scales, to the buyer's delivery pen and onto 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 subclause 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 veterinary 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, together with the benefits of any rights against subsequent buyers, on trust for the vendor.

21. The purchaser agrees that:

(a) Clause 20 creates a registrable security interest under the Personal Property Securities Act (Cth) 2009 (PPSA);

(b) the Purchaser acknowledges the rights of the Seller (and/or the Agent if Clause 25 applies) to register a financing statement under the PPSA with respect to the security interest created by this clause;

(c) the Livestock are collateral for the purposes of the PPSA;

(d) to the extent permitted, the Purchaser waives any right the Purchaser has under the PPSA to receive notices; and

(e) the date upon which the security interest created by this clause comes into force is the first date on which livestock are delivered pursuant to this contract

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 23.5 the agent is subrogated to all rights of the vendor under these terms and conditions against the buyer.

23.4. 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.

23.5. 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).

23.6. 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.

23.7. 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.

23.8. 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.

23.9. 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

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 vendor 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 livestock, 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 government and other regulatory authority requirements and inspections at the time of slaughter;.

(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 any document, the livestock will have those characteristics or will be fit for the particular purpose or market; and

(e) all information in any document 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 government. Owners risk applies if the condemnation is due to a condition in the animal which the buyer establishes, by the relevant government 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 government 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 or electronic communication in the form of data, text or imaging 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 government 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 bruising, fever, partial condemnation or emaciation.

CHAPTER FIVE - NOTICES REQUIRED BY LEGISLATION

NSW 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.

Tasmania 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.

WA 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

ransport Arrangements:	••••
IC Number:	
nsurance Required: YES or NO	
uyers Signature:Date:	•

NO VERBAL INSTRUCTION WILL BE ACCEPTED