



*Australia's Classic  
Texas Longhorn  
Sale*

**ROMA - QUEENSLAND**

**10.00 am**

**23rd March 2019**

## ★ VENUE and SALE DAY INFORMATION ★

*We extend a warm welcome to you to the 2019 "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 23rd, 2019

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

**PRE SALE MEET & GREET:** Explorers Inn Restaurant, Warrego Highway 6.30pm Friday.

**BREAKFAST:** Breakfast available at Roma Saleyards cafeteria

**WEBSITE:** [www.trailswestlonghorns.com.au](http://www.trailswestlonghorns.com.au) **ONLINE AUCTION:** [www.elitelivestockauctions.com.au](http://www.elitelivestockauctions.com.au)

**VENDORS:** D 7 SPUR TEXAS LONGHORNS

[www.d7spurlonghorns.com.au](http://www.d7spurlonghorns.com.au) | [info@d7spurlonghorns.com.au](mailto:info@d7spurlonghorns.com.au) | 0429 853 444

**BRIGALOW TEXAS LONGHORNS**

[brigalowlonghorns@gmail.com](mailto:brigalowlonghorns@gmail.com) | 0400 352 100

**HORSESHOE B LONGHORNS**

[www.texaslonghorns.com.au](http://www.texaslonghorns.com.au) | [info@texaslonghorns.com.au](mailto:info@texaslonghorns.com.au) | 0439 111 769

### SALE ORDER

Lot#	1	T3 Cow
Lot#	2-8	T4 Cows & Heifer
Lot#	9-13	T5 Heifers
Lot#	14-17	TP Heifers (Purebred)
Lot#	18-25 & 27	FB Heifers (Full Blood)
Lot#	26	FB Cows (Full Blood)
Lot#	28-33	Auction of unique TEXAS LONGHORN products
Lot#	34-36	Full Blood Bulls
Lot#	37	Trophy Steer— Proceeds to go to <b>QCWA Public Crisis Fund</b>
Lot#	38	Pet Trophy Steer
Lot#	39-43	FB Trophy Steers (Full Blood)
Lot#	44	Time Event Steers
Lot #	45	Time Event Calves

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.trailswestlonghorns.com.au](http://www.trailswestlonghorns.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

EXAMPLES OF REGISTRATION NUMBERS  
TO BE SHOWN ON ANIMAL'S PEDIGREE...

TF-0000123 FULLBLOOD  
TP-0000125 PUREBRED  
T5-0000127 FIFTH CROSS  
T4-0000129 FOURTH CROSS  
T3-0000131 THIRD CROSS  
T2-0000133 SECOND CROSS  
T1-0000135 FIRST CROSS

REG. NUMBER INCREASES NUMERICALLY (REGARDLESS OF GRADE OR SEX)  
SO THAT EACH ANIMAL HAS ITS OWN INDIVIDUAL NUMBER  
POSSIBLE TO HAVE 9999999 REGISTERED INDIVIDUALS ON REGISTER

GRADE NUMBER VARIES ACCORDING TO  
THE CATEGORY THE INDIVIDUAL BELONGS TO

FEMALE WITH NO  
TEXAS LONGHORN  
BREEDING

FIRST CROSS  
TEXAS LONGHORN FEMALE

SECOND CROSS  
TEXAS LONGHORN FEMALE

THIRD CROSS  
TEXAS LONGHORN FEMALE

FOURTH CROSS  
TEXAS LONGHORN FEMALE

FIFTH CROSS  
TEXAS LONGHORN FEMALE

SIXTH CROSS OR GREATER  
TEXAS LONGHORN FEMALE

FULL BLOOD  
ALL USA BLOODLINE  
TEXAS LONGHORN FEMALE

DAM  
GRADE

FN

T1

T2

T3

T4

T5

TP

TF

"PUREBRED""FULLBLOOD"

FULL BLOOD  
ALL USA BLOODLINE  
TEXAS LONGHORN BULL

TF  
"FULL BLOOD"

SIXTH CROSS OR GREATER  
TEXAS LONGHORN BULL

TP  
"PUREBRED"

T1	T2	T3	T4	T5	TP	TP	TF
T1	T2	T3	T4	T5	TP	TP	TP

SIRE  
GRADE

NO BULLS WITH LESS THAN SIX  
CROSSES WILL BE REGISTERABLE

RESULTANT CALF  
GRADES

AS AN EXAMPLE TO SHOW HOW THIS GRAPH WORKS... A FULLBLOOD (TF GRADE) BULL  
AND A THIRD CROSS (T3 GRADE) COW WILL PRODUCE A FOURTH CROSS (T4 GRADE) CALF.

# **Landmark Roma. You can count on us.**

**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  
Insurance**

**Real Estate  
Wool**

**Call or Visit your local branch today.**

**Landmark Roma**

**68 Arthur Street, Roma**

**07 46221088**

**Landmark Injune**

**13-16 Station Street, Injune**

**07 46261355**

**Landmark Mitchell**

**101 Cambridge Street, Mitchell**

**07 46231144**

[www.landmark.com.au](http://www.landmark.com.au)

**LANDMARK**



**- VENDOR MESSAGES -**



**D7 SPUR TEXAS LONGHORNS** are proud to present a good selection of quality cattle for this 2019 sale. Seasonal conditions have not been favourable, so it has been a mammoth task to prepare cattle for this sale. There is a selection of USA Registered Full Blood & Australian Registered cattle on offer that will suit BREEDERS, TROPHY STEER enthusiasts, & TIME EVENT competitors. Cattle have been blooded with 3 germ blood. We breed for Temperament, Structural Soundness, Conformation, Good Horn Growth and Colour using Bulls available in Australia and importing new genetics each year from America & Canada. We would like to thank Landmark Roma & Elite Auctions for your support with this sale. Wishing you all the best with your purchases, enjoy your Longhorns as they bring joy and satisfaction to all who have them, Word of Warning they become very addictive, so once you have 1 you will be back for more. Thank You ....**Gordon & Desley Davidson**



**BRIGALOW LONGHORNS** are very proud of our line of heifers and FB Bull that we have offered in this years Trails West 2019 sale. They have all been halter broken and are extremely quiet. This makes working with them very easy. Our aim at Brigalow Longhorns is to breed animals that have large frames, good horns and flashy colour using the very best genetics available to us from America and Canada. We are certain that any of these animals will make a great addition to your herd. Feel free to contact us for further information. We are happy to help! .....**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 and bull at this sale. Over the last 20 years we have used artificial insemination & embryo transfer utilizing some of the best genetics available from the USA and Canada in our breeding program. This has enabled us to concentrate on improving structure, temperament & of course horn length. We would like to thank our co-vendors, agents, auction product donors and everyone associated with the Trails West Texas Longhorn Sale. We especially thank you, the bidders and folks interested in Texas Longhorn cattle. Please don't hesitate to contact us for more information about these cattle or anything else that you may be interested in.....**Michael and Lynda Bethel**

Lot 1

★ D 7 SPUR 219 ★

T3 Cow with T4 heifer calf ★ TLA Reg # D7ST3219 ★ DOB: 5-6-12



D 7 Spur Texas Longhorns

Sire: HBL Sandstorm

Dam: D7 Spur #716  
(Foundation Cow)

Rebel Red

Super Sal

*Good natured quiet cow with a T4 heifer calf at foot (sire Hot Shot), she has been joined to Coolamon Ironman 23/1/19. Preg tested prior to sale.*

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

Lot 2

★ D 7 SPUR 315 ★

T4 Cow with T5 Heifer calf ★ TLA Reg # D7ST4315 ★ DOB: 1-1-13



D 7 Spur Texas Longhorns

Sire: HBL Cowboy Can

Dam: D 7 Spur #001

Cowboy Man

Cannabail

HBL Snowy River

Foundation Cow

*A Black & White T4 cow with a Black & White T5 Heifer calf at foot (sire Hot Shot). This cow is unjoined so purchaser can breed her to a bull of their choice.*

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

Lot 3

★ D 7 SPUR 247 ★

T4 Cow ★ TLA Reg # D7ST4247 ★ DOB: 4-10-12



D 7 Spur Texas Longhorns

Sire: HBL Cowboy Can

Dam: D 7 Spur #929  
(Foundation Cow)

Cowboy Man

Cannabail

*Very quiet good natured soft well framed cow, with plenty of horn. This cow should have a calf at foot by Sale day.*

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

Lot 4

## ★ BRIGALOW CHLOE ★



Brigalow Texas Longhorns

T4 Heifer ★ TLA Reg # WHOT4710 ★ DOB: 17-9-17

Sire: SL Holy Hell

Dam: 6JHeart Dot

Southern Cross

Skinny Lizard

Longhorn Sire

Longhorn Dam

Ironman

Drizzle

PED00135

PED00136

*Chloe is a very tall, big boned heifer that has been halter broken and very quiet also. She also has the great Drag Iron in her pedigree. She has very good horn growth for just 17 months of age. She has been bred to "Brigalow Convict (Ai)" (SC Melanie x Fugitive) our junior herd sire for what we think will produce an extremely quiet, big bodied calf. "Convict" is also for sale and you can check him out in this catalogue.*

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

Lot 5

## ★ D 7 SPUR 442 ★



D 7 Spur Texas Longhorns

T4 Cow ★ TLA Reg # D7ST4442 ★ DOB: 9-11-14

Sire: D 7 Spur Rusty Iron

Dam: D 7 Spur #001

Drag Iron

Southern Cross

HBL Snowy River

Foundation Cow

Eyebrows

*Good framed quiet cow with good horns, blood lines of Drag Iron & Snowy River. To be preg-tested prior to sale.*

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

Lot 6

## ★ D 7 SPUR 446 ★



D 7 Spur Texas Longhorns

T4 Cow with T5 heifer calf ★ TLA Reg # D7ST4446 ★ DOB: 4-12-14

Sire: D 7 Spur Mr Bond

Dam: D 7 Spur #008

HBL Snowy River

HBL Dixie-Ann

HBL Snowy River

Foundation Cow

*A colourful quiet young cow with a colourful T5 heifer calf at foot. A double cross of Snowy River which has produced many colourful calves for us. Not re-joined.*

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



Lot 7

★ D 7 SPUR 1703 ★

T4 Cow ★ TLA Reg # D7ST41703 ★ DOB: 25-1-17



D 7 Spur Texas Longhorns

Sire: D 7 Spur Rusty Iron

Dam: D 7 Spur #346

Drag Iron

Southern Cross

Cowboy Can

D 7 Spur # 801

Eye brows

*A large frame quite easy to handle young cow. Just 2 years old, we expect her to have a great set of horns as she matures. Due to calve by sale date.*

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

Lot 8

★ D 7 SPUR 428 ★

T4 Cow ★ TLA Reg # D7ST4428 ★ DOB: 18-10-14



D 7 Spur Texas Longhorns

Sire: HBL Victory Run (AI)

Dam: D 7 Spur # 011

Victory Lap

Lonesome Dove

HBL Snowy River

Foundation Cow

*Victory Run has produced some very good cows for us. She has plenty of colour, good horns, good body and a great temperament. Should have a calf at foot by sale date.*

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

Lot 9

★ BRIGALOW CAROL ★

T5 Heifer ★ TLA Reg # WHOT5705 ★ DOB: 14-5-17



Brigalow Texas Longhorns

Sire: SL Holy Hell

Dam: 6JH Rouge

Southern Cross

Skinny Lizard

Red Rooster

6J Heart Smokey

Ironman

Drizzle

*Carol is a gorgeous flashy black and white coloured heifer. Halter broken to lead. She is an extremely quiet, big boned heifer that has Drag Iron, Westward Ho and Rebel Red in her pedigree. This heifer would be a great addition to anyone's Longhorn herd. She is always the crowd favourite and she will be sorely missed here at Brigalow Longhorns. She is confirmed in calf to Sam Chex 708*

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



Lot 10

★ **BRIGALOW DARLA** ★

T5 Heifer ★ TLA Reg # WHOT5801 ★ DOB: 18-1-18



Brigalow Texas Longhorns

Sire: S L Holy Hell

Dam: Chilli Pepper 70

Southern Cross  
Ironman

Skinny Lizard  
Drizzle

Southern Cross  
Tex

Chilli Pepper 43

*Darla has just turned 12 months old. She is a lovely quiet heifer that has Cowabunga Dude (ET) and Drag Iron in her pedigree. She has a beautifully coloured hide and both her sire and dam have lateral shaped horns and her horns are tipping back already. She will mature beautifully and It will be interesting to see what those horns do in the future .*

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

Lot 11

★ **D 7 SPUR TINA** ★

T5 Heifer ★ TLA Reg # D7ST51718 ★ DOB: 2-9-17



D 7 Spur Texas Longhorns

Sire: HBL Hot Shot

Dam: D 7 Spur 401

Hot Copy

HBL Dixie Chick

Cowboy Can

D 7 Spur 911

*A very quiet good bodied heifer, this heifer has been exposed to Tombstone since Jan 2019*

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

Lot 12

★ **D 7 SPUR 1743** ★

T5 Heifer ★ TLA Reg # D7ST51743 ★ DOB: 20-11-17



D 7 Spur Texas Longhorns

Sire: HBL Hotshot (AI)

Dam: D 7 Spur 428

Hot Copy

HBL Dixie Chick

HBL Victory Run

D 7 Spur 011

*A quiet young heifer, unjoined. This heifer's mother is also in the sale.*

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

Lot 13

★ **D 7 SPUR 1740** ★

T5 Heifer ★ TLA Reg# D7ST51740 ★ DOB: 4-12-17



D 7 Spur Texas Longhorns

Sire: HBL Trail Boss (AI)

Dam: D 7 Spur 1532

Rodeo Max ST

HBL Halee B

D 7 Spur Rusty Iron

D 7 Spur 001

*A solid coloured Heifer with a great body, showing very good horn growth for her age. This heifer is un-joined. Straight coloured cattle will throw coloured calves*

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

Lot 14

★ **BRIGALOW CHELSEA** ★

Purebred Heifer ★ TLA Reg # WHOTP707 ★ DOB: 16-8-17



Brigalow Texas Longhorns

Sire: SL Holy Hell

Dam: 6JH Ugly Duckling

Southern Cross

Skinny Lizard

6JHeart Fred

6JHeart Rouge

Ironman

Drizzle

*Chelsea is a stunning heifer that has been halter broken to lead. She has a flashy colour and nice flat horn set. She has Drag Iron, Rebel Red and Superman in her pedigree. She has always been a nice stocky heifer in all conditions. She has been bred to our Junior Herd Sire "Brigalow Convict" (SC Melanie x Fugitive). She will be preg tested prior to sale day.*

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

Lot 15

★ **BRIGALOW CC** ★

Purebred Heifer ★ TLA Reg # WHOTP704 ★ DOB: 13-5-17



Brigalow Texas Longhorns

Sire: SL Holy Hell

Dam: 6JHeart Tea Tree

Southern Cross

Skinny Lizard

6JHeart Fred

6JHeart Rocket

Ironman

Drizzle

*CC is extremely quiet and halter broken to lead. We are proud to have bred this stunning heifer, with Rebel Red, Drag Iron and Westward Ho in her pedigree we believe she will mature into a lovely cow. She is confirmed in calf to Sam Chex 708 the 2017,2018 Horn Showcase class champion, 2018 Bull Alley champion.*

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

Lot 16

★ D 7 SPUR 1806 ★

Purebred Heifer ★ TLA Reg # D7STP1806 ★ DOB: 20-1-18



Sire: HBL Hotshot (AI)

Dam: D 7 Spur # 423

Hunts Hot Copy    HBL Dixie Chick    D 7 Spur Mr Bond    D 7Spur 238

*A young un-joined purebred Heifer, with breeding to burn, great horn growth for her age, she will mature in to a good framed cow.*

D 7 Spur Texas Longhorns

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

Lot 17

★ D 7 SPUR 1805 ★

Purebred Heifer ★ TLA Reg # D7STP1805 ★ DOB: 4-2-18



Sire: D 7 Spur Rusty Iron (AI)

Dam: D 7 Spur # 422

Drag Iron    Southern Cross    HBL Sandstorm    D 7 Spur 014  
Eyebrows

*A purebred Heifer only 13 months old at Sale date, very quiet with nice brindle colours which will darken up as she matures. This Heifer is un-joined .*

D 7 Spur Texas Longhorns

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

Lot 18

★ HBL DIXIE MAREE ★

Full Blood Heifer ★ ITLA 276122 ★ DOB: 16-3-17



Sire: BH Bubba

Dam: HBL Dixie Chick

Brazos Chex    Katherine 21    Rebel Red    Strike 'N Dixie

*Dixie Maree is out of our big horned embryo import cow Dixie Chick who is the only cow in Australia out of Strike 'N Dixie which offers excellent & unique breeding. Getting more colourful every day, Dixie Maree is by BH Bubba & has been PTIC to renowned brindle USA bull Sam Chex 708. If you are looking for fertility & traditional big horned genetics you won't go wrong with Dixie Maree .*

Horseshoe B Longhorns

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



Lot 19

## ★ HBL FRANCINE ★

Full Blood Heifer (AI) ★ ITLA Reg # 276109 ★ DOB: 11-1-17



Horseshoe B Longhorns

Sire: Fugitive

Dam: HBL Gidget

Overkill

Fugue

Victory Lap

HBL Geisha Gal

*Francine has the strong black & white genetics as her sire Fugitive & dam HBL Gidget - she has always been very gentle 'hands on' quiet & will mature into a very big cow. She has been PTIC to the famous brindle USA bull Sam Chex 708. If you are looking for a very well bred, black & white heifer who possesses the desirable size traits of her sire & dam Francine is well worth considering.*

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

Lot 20

## ★ D 7 SPUR HALO 1821 ★

Full Blood Heifer ★ ITLA Reg# 279840 ★ DOB: 11-4-18



D 7 Spur Texas Longhorns

Sire: HBL Trail Boss (AI)

Dam: HBL Dolly (AI)

Rodeo Max ST

HBL Halee B

Victory Lap

HBL Jewel

*This little Full blood Heifer is the youngest in our sale draft, we really like how she is growing, with Rebel Red and Victory Lap genetics on her dam's side who consistently produce soft quiet framy calves this little heifer will be an asset to any stud. She is halter broken .*

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

Lot 21

## ★ D 7 SPUR RODEO ROSE 1760 ★

Full Blood Heifer ★ ITLA Reg# 279842 ★ DOB: 19-11-17



D 7 Spur Texas Longhorns

Sire: HBL Trail Boss

Dam: D 7 Spur Victoria (AI)

Rodeo Max ST

HBL Halee B

Victory Lap

D 7 Spur Ruby

*A very quiet big bodied Full Blood Heifer with good strong genetics in her breeding. This heifer is un-joined which allows her to be joined to the bull of choice.*

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



Lot 22

## ★ HBL LONESOME MISS ★

Full Blood Heifer ★ ITLA Reg # 276107 ★ DOB: 23-1-17



Horseshoe B Longhorns

Sire: Jet Black Chex      Dam: HBL Lonesome Me  
 JP Rio Grande      Midnight Darlin'      Bubba      HBL Lonesome  
                                  RCC      Dove  
*Lonesome Miss is out of our excellent young Bubba cow Lonesome Me & by Jet Black Chex. She has inherited the Bubba colouring from her mother, this line is known for their fertility, growthy size as well as excellent horns. She is very well grown & has been PTIC to the great brindle USA bull Sam Chex which will ensure a colour stacked calf. If up-grading with quality big framed genetics is your goal please consider this worthy heifer.*

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

Lot 23

## ★ HBL DELTONA ★

Full Blood Heifer ★ ITLA Reg # 276124 ★ DOB: 20-4-17



Horseshoe B Longhorns

Sire: Jet Black Chex      HBL Malibu  
 JP Rio Grande      Midnight Darlin'      Victory Lap      HBL Geisha Gal  
                                  RCC  
*Deltona is a Jet Black Chex heifer out of our excellent Victory Lap cow Malibu. Deltona went in calf at first insemination & has been PTIC to the wonderful Dickinson Cattle Co. sire Tuxedo who is the son of World Record holder Cowboy Tuff Chex. Deltona is the youngest of the heifers we are offering at this sale and we think with her blood-lines and temperament she will be a worthy addition to any herd .*

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

Lot 24

## ★ D 7 SPUR RUSTIC BELLE 1815 ★

Full Blood Heifer ★ ITLA Reg # 279923 ★ DOB: 31-3-18



D 7 Spur Texas Longhorns

Sire: D 7 Spur Rusty Iron      Dam: D 7 Spur Betty (AI)  
 Drag Iron      Southern Cross      BH Bubba      Southern Cross  
                                  Eyebrows      Hayley  
*Young Full Blood Heifer 12 months Old. Un- joined .*

Lot 25

★ D 7 SPUR GEORGIE GIRL 1762 ★

Full Blood Heifer ★ ITLA Reg # 279841 ★ DOB: 9-11-17



D 7 Spur Texas Longhorns

Sire: HBL Trail Boss      Dam: D 7 Spur Maxi Bon  
(AI)  
Rodeo Max ST      HBL Halee B      Rodeo Max ST      Southern Cross  
Eyebrows

*A very quiet big bodied full blood heifer with a double cross of Rodeo Max ST, un-joined to allow purchaser to breed to a bull of their choice.*

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

Lot 26

★ D 7 SPUR SEAGULL 329 ★

Full Blood Cow ★ ITLA Reg # 266547 TLA Reg # D7STF329 ★ DOB: 4-2-13



D 7 Spur Texas Longhorns

Sire: D 7 Spur Mr Bond      Dam: D 7 Spur Brown Sugar  
HBL Snowy River      HBL Dixie-Ann      Cowboy Man      Marie Elena

*This great Full Blood Cow carries bloodlines of Mile Marker, Rebel Red, Victory Lap & Cowboy Man. Will be preg tested prior to sale date.*

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

Lot 27

★ D 7 SPUR MARTINA 1668 ★

Full-blood Heifer ★ ITLA Reg # 279843 ★ DOB: 26-11-16



D 7 Spur Texas Longhorns

Sire: HBL Rambler      Dam: D 7 Spur Martini  
Victory Lap      Angelia      Coolamon Iron      HBL Dixie-Ann  
Man

*Extremely quite Black & White Heifer with bull calf at foot (sire: Tombstone). She has been halter broken and handled as a weaner. This heifer is packed full of genetics from Drag Iron, Superman, Victory Lap & Westwood Ho. This is a heifer not to be missed.*

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

Lot 28

## ★ TEXAS LONGHORN NECKLACE ★



"Elegant"

*A beautiful and unique Sterling silver Longhorn pendant crafted and donated by **COOMBER BROTHERS JEWELLERY** with attached sterling silver cable chain.*

*A lovely gift for someone special in your life.*

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

Lot 29

## ★ HORN & PEWTER SPOON ★



"Unique"

*This Serving Spoon was hand made from genuine Australian cattle horn and Italian pewter by Ross Plant - **CROFTERS CRAFT**. 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. See more of these wonderful products on the Crofters Craft website. [www.crofterscraft.com](http://www.crofterscraft.com)*

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

Lot 30

## ★ WOOD FRAMED MIRROR ★



"Classic Country"

*This beautiful handmade mirror hand crafted by **STEVEOS IRONWORKS** measures 750 x 680. It has hand made hat hooks, rivets and corner pieces, burnt brand on gloss varnished Oregon pine from the USA. Etched Longhorn decal in corner.*

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



Lot 31

## ★ HORN WINE RACK ★



"Horns & Horseshoes"

*This 3 bottle hand made wine rack with a set of beautifully polished horns mounted on top is absolutely a must have for your sideboard or bar. This wine rack was made in Charters Towers from bush timber, old horseshoes and hobble rings, horns polished by Horseshoe B Longhorns. It also includes engraved leather Trails West Texas Longhorns plaque.*

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

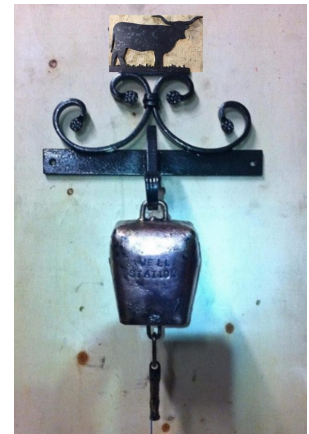
Lot 32

## ★ 5" CONDAMINE BELL ★

*5" Condamine Bell Door Ringer, handcrafted by **Oakey Creek Bell Ringer**.*

*This Condamine Bell Door Ringer would fit perfectly beside the front door for your visitors to ring on arrival, or it could also be hung up at the cook house for the cook to ring to let the ringers know the tucker is ready.*

"One of a kind"



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

Lot 33

## ★ BOB BERG 'Titanium' 2019 TRAILS WEST BUCKLE ★



"Own a piece of history"

*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".*

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



Lot 34

## ★ D 7 SPUR BOUNTY HUNTER 1829 ★

Full Blood Bull ★ ITLA Reg# 279844 ★ DOB: 4-2-18



D 7 Spur Texas Longhorns

Sire: HBL Tombstone      Dam: D 7 Spur Hot Socks  
Tempter      HBL Milly (AI)      Hot Copy      D7Spur Spicks N Specks

*A genetically packed young bull bred here in Australia from exceptional bloodlines that put colour, body, horn and confirmation & great temperament into their progeny. This little bull has a great nature, has been halter broken & taught to lead. He will suit any breeder either commercial or stud. His colour will darken as he matures. His sire measured 69 1/4 inch Tip to Tip at 3 years of age. Bounty Hunter is a very similar image of his Sire Tombstone who is by Tempter.*

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

Lot 35

## ★ HBL ARMAGARD ★

Full Blood Bull ★ ITLA Reg# 279525 ★ DOB: 10-1-18



Horseshoe B Longhorns

Sire: Well Armed      Dam: HBL Little Diva  
Cowboy Chex      BL Angle      Rodeo Max      HBL Lil' Cowgirl

*At just 14 months of age Armagard is a very well grown young bull - he is halter trained, has a great presence, excellent temperament, structure, very mature for his age & ready to work. His dam Little Diva is a proven Rodeo Max cow & his sire is Well Armed, half-brother to World Record holder Cowboy Tuff Chex. Due to his excellent & unique bloodlines, superb colour, great nature and growthy size, Armagard is sure to make his presence felt in any Texas Longhorn herd.*

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

Lot 36

## ★ BRIGALOW CONVICT ★

Full Blood Bull ★ TLA Reg# WHOTF703 ★ DOB: 6-3-17



Brigalow Texas Longhorns

Sire: Fugitive      Dam: SC Melanie  
Over Kill      Fugue      Victory Lap      Southern Cross Millie

*Convict is our junior herd sire. He has been halter broken to lead & we have taken him to a number of local shows where has been a crowd favourite due to his "puppy dog" personality. He has a big beefy frame and is genetically quiet. He was the result of (Ai) out of SC Melanie and Fugitive both flashy, beefy black and whites. He has a stacked pedigree including Westward Ho, Victory Lap, Overkill and Fugitive. If you want to add some colour, size and naturally quiet genetics to your herd than you cant go past him.*

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

Lot 37

## ★ D7 SPUR TROPHY STEER ★



D 7 Spur Texas Longhorns

2 1/2 year Old Trophy Steer, with good colour and excellent horn growth for his age. He is a very quiet steer that will eat out of our hand. A front paddock steer with wow factor.

**Please note:** Proceeds from the sale of this steer will be donated to the QCWA Public Crisis Fund, to assist our fellow producers and businesses in North West Qld.

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

Lot 38

## ★ D 7 SPUR PET STEER ★



D 7 Spur Texas Longhorns

T5 Steer ★ DOB: 10-10-18

Sire: Registered Texas  
Longhorn Bull

Dam: D 7 Spur T4 Cow

*This little fella lost his mother in December, she had a great set of horns. He has been looked after and fed grain around our house complex since mid-December, he is very quiet and has a lovely soft nature with a beautiful coloured coat. He will be halter broken before the sale. He would suit any one looking for a pet steer.*

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

Lot 39

## ★ D7 SPUR 1759 ★



D 7 Spur Texas Longhorns

Full Blood Trophy Steer ★ DOB: 19-11-17

Sire: HBL Trail Boss (AI)

Dam: D 7 Spur Trip N Dixie (AI)

Rodeo Max ST

HBL Halee B

Trip Wire

HBL Dixie-Ann

*A young quiet Full Blood Trophy Steer, heaps of breeding in this fella. He will grow into an excellent Trophy Steer. He is only 16 months old at time of sale.*

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



Lot 40

★ D7 SPUR 1729 ★

Full Blood Trophy Steer ★ DOB: 29-6-17



D 7 Spur Texas Longhorns

Sire: The Rambler

Dam: D 7 Spur Redwings

Victory Lap

Angelina

HBL Snowy River

HBL Dixie-Ann

*A quiet Full Blood halter broken led Trophy Steer, good horn growth for his for his age, beautiful Black & White colouring, he would suit a longhorn enthusiast.*

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

Lot 41

★ D 7 SPUR 1727 ★

Full-blood Trophy Steer ★ DOB: 2-5-17



D 7 Spur Texas Longhorns

Sire: D 7 Spur Aristocrat

Dam: D 7 Spur Shadow

Coolamon Iron-  
man

HBL Bindi Fawn

Coolamon Iron-  
man

HBL Cleopatra

*A quiet Full Blood halter broken led steer showing excellent horn growth for his age.*

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

Lot 42

★ D 7 SPUR 1828 ★

Full Blood Trophy Steer ★ DOB: 3-2-18



D 7 Spur Texas Longhorns

Sire: HBL Trail Boss (AI)

Dam: D 7 Spur Jubalee

Rodeo Max ST

HBL Halee B

Coolamon Iron-  
man

HBL Jilleroo

*A very quiet young Full Blood Trophy Steer, he is only a baby at 13 months old at sale day. A whole life time ahead of him to grow up and continue to grow some great horn.*

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

Lot 43

★ D 7 SPUR 1809 ★

Full-blood Trophy Steer ★ DOB: 28-1-18



D 7 Spur Texas Longhorns

Sire: HBL Trail Boss

Dam: D 7 Spur Kit Kat

Rodeo Max ST

HBL Halee B

Hot Copy

D 7 Spur Desire

*A quiet young Full Blood Steer, good horn growth for his age, with his genetics he will be a great Trophy steer to continue to grow horn. He is only a baby.*

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

Lot 44

★ D 7 SPUR Time Event Steers ★

★ DOB: 6-9 months old



D 7 Spur Texas Longhorns

Sire:

Dam:

*4 to 5-time Event Steers. Sold as a pen of Steers.*

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

Lot 45

★ D 7 SPUR Time Event Calves (7 head) ★

★ DOB: Approx 4 months old



D 7 Spur Texas Longhorns

Sire:

Dam:

*Being fed grain and hay in the yards.*

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





**BOB BERG**

**TROPHY BUCKLE**

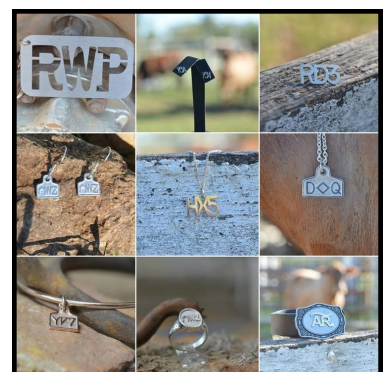
Presented to the buyer  
of the highest priced  
animal at the Sale!



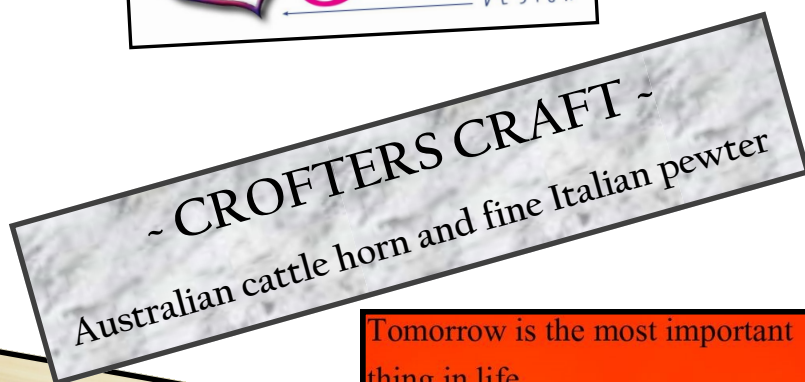
**78 McDowall Street  
ROMA Q 4455**

We thank you for attending the  
**2019 TRAILS WEST  
TEXAS LONGHORN SALE**

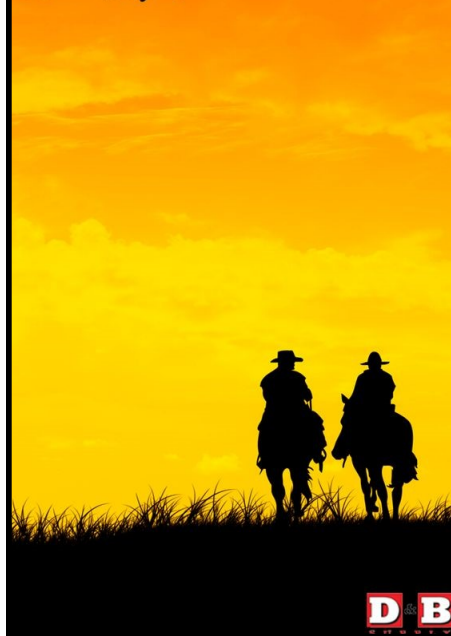
*Happy Trails!*







Tomorrow is the most important thing in life.  
Comes into us at midnight very clean.  
It's perfect when it arrives and it puts itself in our hands.  
It hopes we've learnt something from yesterday.  
-John Wayne





# Notes



"If you're ridin' ahead of the herd, take a look back every now and then to make sure it's still there with ya"



# 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 negated 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	

Transport Arrangements:.....

.....  
.....  
.....

PIC Number:.....

Insurance Required: YES or NO

Buyers Signature:.....Date:.....

NO VERBAL INSTRUCTION WILL BE ACCEPTED