

Australia's Classic

TEXAS LONGHORN

Sale



ROMA
QUEENSLAND

10.00 am

25th March 2023





★ VENUE and SALE DAY INFORMATION ★

*We extend a warm welcome to you to the 2023 "TRAILS WEST" Texas Longhorn Sale
Texas Longhorns — An Old Breed with an exciting New Future!*



VENUE: Roma Saleyards, Warrego Highway, Roma

AGENT: Payment Terms - Payment on the day via Eftpos, cheque or cash up to \$5000 only per individual.

Successful purchases can also be booked back to current Nutrien Ag Solutions account or your preferred agent.

COMMENCING: 10.00am March 25th, 2023

CATTLE: Cattle will be available for viewing 1.00—5.00pm Friday and 7.30—9.00am morning of sale

PRE SALE MEET & GREET: *We warmly invite you to join us for drinks & nibbles on Friday night
6:00pm - 9:00pm at the Roma Sale yards.
Meals available to purchase at the cafeteria.*

BREAKFAST: Breakfast available at Roma Saleyards cafeteria

WEBSITE: www.trailswestlonghorns.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@texaslonghorn.com.au | 0439 111 769

Extra information

All lots listed with more information: 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.

- VENDOR MESSAGES -



D 7 SPUR TEXAS LONGHORNS again present a quality draft of Texas Longhorn cattle for your competition in 2023. Each year we look back to where we started off & to where we are at present. These last few years have been exciting to see the new genetics of our AI Program going onto be some of the best we have bred. This year's draft consists of mainly Fullblood cattle selected on a variety of USA genetics for Structural Soundness, Fertility, Horn Growth, Colour & Temperament to suit Texas Longhorn breeders & Trophy Steer enthusiasts. Cows have been scanned on farm for pregnancy status, all cattle have had 3 germ blood for entry into tick areas. Seasonal conditions for 2022 & to present have been good to us. We would like to thank our Co Vendors, Horseshoe B Longhorns & Brigalow Longhorns, Andrew Holt & the Nutrien team, Elite Auctions, sale bidders & Texas Longhorn enthusiasts, our family, and staff to make this 2023 sale possible. We invite you to join us for the Meet & Greet on Friday night at the Roma Saleyards. Please contact us if you require additional information on any of our sale cattle.

Note: We may be able to assist with some small deliveries if needed ...Gordon & Desley Davidson



BRIGALOW LONGHORNS are proud to offer a quality line up of Texas Longhorn Cow/Calf pairs, heifers and a Full Blood Bull with some of the best genetics available to us from overseas for this years Trails West Texas Longhorn Sale. This year we will also be offering a semen package containing some top quality genetics. All our cattle are TLA & ITLA registered and can be transferred if you wish after sale day, they are all extremely quiet and we have loved having them in our paddock. Any of them would be a welcome addition to your herd. We would like to thank our fellow co-vendors Gordon and Desley and Michael and Lynda. It is always a pleasure to work with you and we can't believe something so stressful as putting on a sale goes so smoothly and its thanks to you. Another thank you must go to the awesome team at Nutrien Livestock and Elite Auctions. We look forward to catching up with everyone again this year for what is always a great weekend. Hope to see you there ----- Wes, Hayley and Family



HORSESHOE B LONGHORNS are proud of our cattle and proud to be able to offer once again to Texas Longhorn breeders in Australia excellent quality registered full-blood heifers at Trails West 2023. We are confident that our 2023 draft is as good as we've ever offered with some of the most up to date Texas Longhorn genetics available in the country. There are some unique and special young cattle in our draft that would add value to most Texas Longhorn herds, anywhere. Since 1997 we have exclusively 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 have seen exponential improvement in our herd and are offering young cattle, the quality of, that we would have retained only a couple of years ago. We would like to thank our friends and co-vendors Gordon & Desley, Wes & Hayley, the Nutrien Roma team, auction product donors and everyone associated with the Trails West Texas Longhorn Sale. We especially thank you, the bidders and folks who are interested in Texas Longhorn cattle. Without your great support the sale would not be possible. 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

The logo features the word "Nutrien" in a bold, black, sans-serif font, with a green leaf-like graphic element integrated into the letter 'N'. Below it, the word "Livestock" is written in a smaller, italicized, black, sans-serif font, followed by a small trademark symbol (TM).

Nutrien *Livestock*TM

We've been in the business for more than 150 years and we're committed to provide the best marketing options for every season.

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Nutrien
*Ag Solutions*TM

Lot 1

★ **HBL TRIPALINA 66 (AI)** ★



D 7 Spur Texas Longhorns

T3 COW. TLA Reg # HBLT366 DOB: 30/01/2016

Sire: **TRIPWIRE**

Clear Win | Bizarre

DAM: **HORESESHOE B DAISY DUKE**

Superman | Horseshoe B Longhorns Sharon

A large bodied Quiet Cow, Tripalina been exposed to 2 of our Full blood Bulls – HBL Chisholm & HBL Tombstone.

PTIC 6 Months

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

Lot 2

★ **D 7 SPUR 1735** ★



D 7 Spur Texas Longhorns

T4 COW. TLA Reg # D7ST41735 DOB: 04/11/2017

Sire: **HBL HOT SHOT**

Hunts Hot Copy | HBL Dixie Chick

DAM: **D 7 DPUR 219**

HBL Sandstorm | D 7 Spur 716

A nice quite unusual, coloured Cow. Her last calf was similar in colour, she has been exposed to both our Fullblood Bulls HBL Chisholm & HBL Tombstone.

PTIC 6 Months

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

Lot 3

★ **D 7 SPUR ROSA S59** ★



D 7 Spur Texas Longhorns

T4 Heifer. TLA Reg #D7ST4S59 DOB: 02/11/2021

Sire: D 7 SPUR **BOUNTY HUNTER**

HBL Tombstone | D 7 Spur Hot Socks (AI)

Dam: **ROSALEE 241 (T3)**

Mr Bond | D 7 Spur 712

D 7 Spur Rosa is a quiet, unjoined fourth cross heifer. Her Dam was a hand reared pet, who is always the first to look for a pat.

Rosa is an attractive heifer with a good body that will be easy to have around.

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

Lot 4

★ BRIGALOW SAFARI (AI) ★



Brigalow Texas Longhorns

T5 Cow. Reg# TLA WHOT5910 DOB: 19/10/2019

Sire: **TUXEDO**

Cowboy Tuff Chex | Sweet Jubilee

Dam: **XB5 PECA (AI)**

Drag Iron | Skinny Lizard Bewitched

BRIGALOW CHANEL (calf at foot)

Purebred Reg# TLA WHOTP301 DOB: 2/2/2023

Sire: **BRIGALOW HUGO BOSS**

Tuxedo | HBL Deltona

Dam: **BRIGALOW SAFARI (AI)**

Tuxedo | Peca (AI)

Brigalow Safari is an extremely quiet young cow. She has just had her first calf, a stunning little heifer that is sure to brindle like her sire Brigalow Hugo Boss. Safari has impeccable breeding and her dam is one of the best graded cows in Australia winning complete animal competitions over her full blood counterparts, judged by American judges. She has a ton of horn with at least 6 inches broken off one side. She is sure to put that into her calf that sells at her side. Calf has Tuxedo on both dam and sire sides.

Safari sells with 2 straws of semen – 1 Sam Chex 708, 1 Point Power.

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

Lot 5

★ BRIGALOW LA NINA ★



Brigalow Texas Longhorns

Full Blood Heifer. Reg# ITLA 290179 TLA # WHOTF011 DOB: 03/04/2022

Sire: **COOLAMON IRON MAN**

Drag Iron | Coolamon Louise Lane

Dam: **SKINNY LIZARD CUTIE**

Southern Cross Ironman | Southern Cross El Nino

Brigalow La Nina is a flashy, big bodied young heifer. She is sired by the legendary Coolamon Iron Man.

She is very quiet like her sire and dam and has been haltered at weaning. Don't miss this lovely young full blood female.

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

Lot 6

★ HBL LATTE ★



Horseshoe B Texas Longhorns

Full Blood Heifer. Reg# ITLA 290125, TLA HBLTF2224 DOB: 1-3-22

Sire: **TUXEDO**

Cowboy Tuff Chex | Sweet Jubilee

Dam: **HBL MOCHA**

Rodeo Max | HBL Breana

Latte is our youngest offering this year and she is a little beauty.

She is sired by TUXEDO, a son of Guinness World Record holder Cowboy Tuff Chex. Her Rodeo Max mother MOCHA is an excellent cow and never fails to produce a good calf.

Mocha is half sister to our 94+ inch horned cow Milly so the colour, conformation and horn genetics will work in your favour with Latte.

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

Lot 7

★ HBL KENDRA ★

Full Blood Heifer. Reg# ITLA 290129, TLA HBLTF2217 DOB: 14-1-22

Sire: **SPOKESMAN**

Non Stop | Shy Hand

Dam: **HBL LONESOME ME**

BH Bubba | HBL Lonesome Dove



Horseshoe B Texas Longhorns

Kendra is a super pretty and colourful heifer of LONESOME ME who is typically a good colour producer. Just like her mother, she will grow into a nice big cow and carries those black horn genetics from her great USA sire SPOKESMAN.

Kendra is lovely and gentle and with her colour, size and great horn shape, she is a heifer that anyone would be proud to own.

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

Lot 8

★ D 7 SPUR MARIETTA S58 ★

Full Blood Heifer. ITLA Reg # TLA Reg # D7STFS58 DOB: 04/10/2021

Sire: **COOLAMON IRON MAN** (AI)

Drag Iron | Coolamon Louise Lane

Dam: **D 7 SPUR MARIE ANNE**

HBL Hot Shot | Marie Elena



D 7 Spur Texas Longhorns

D 7 Spur Marietta is an eye-catching full blood heifer, inheriting her striking appearance from her DRAG IRON, HUNT'S HOT COPY and VICTORY LAP bloodlines.

She is quiet in nature and has been educated at weaning, spending time being caught and tied up. Marietta has been briefly exposed to the black and white sire D 7 SPUR VAQUERO.

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

Lot 9

★ D 7 SPUR RENATTA S38 ★

Full Blood Heifer. ITLA Reg # TLA Reg # D7STFS38 DOB: 18/2/2021.

Sire: **HBL TOMBSTONE**

Tempter | HBL Milly

Dam: **D 7 SPUR REDWINGS**

HBL Snowy River | HBL Dixie Ann



D 7 Spur Texas Longhorns

A very quiet young heifer who's sire has the most impeccable temperament, she has good horn growth as a 2 year old. Renatta has been handled and tied up at weaning.

Plenty of breeding in this heifer. Renatta was joined to D 7 Spur Vaquero and has a Black & White Heifer calf at foot.

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

Lot 10

★ D 7 SPUR CHERRY CHEX R76 ★



D 7 Spur Texas Longhorns

Full Blood Heifer. ITLA Reg # 287960 TLA Reg # D7STFR76 DOB: 9/12/2020

Sire: **SAM CHEX**

Joaquin | B L Sadie

Dam: **D 7 SPUR DELILAH**

Drag Iron | HBL Delight

Cherry Chex's breeding pedigree says it all, her sire Sam Chex 708 has won many championships 2017,2018, 2019 & 2020 TLBAA SHOWCASE TIP TO TIP CHAMPION. 2018 BULL ALLEY CHAMPION.

A very quiet heifer with great temperament & showing excellent horn growth. She has been caught & tied up at weaning and PTIC 6 months. A special heifer that we have reluctantly offered for sale, we are retaining her Sam Chex sisters as they are producing exceptional horn growth & temperament in their progeny.

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

Lot 11

★ HBL HATTIE ★



Horseshoe B Texas Longhorns

Full Blood Heifer. Reg# ITLA 290130, TLA HBLTF2213 DOB: 1-1-22

Sire: **CUT 'N DRIED**

Cowboy Tuff Chex | Dragon Pearl

Dam: **HBL RHYTHM**

Victory Lap | HBL Lonesome Dove

Hattie is a well grown and very nice and correct heifer with impeccable genetics.

She is the last calf out of our top class cow RHYTHM and being sired by CUT 'N DRIED - a son of Guinness World holder Cowboy Tuff Chex means you are buying a heifer that will make an immediate impact in your herd.

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

Lot 12

★ HBL GRETA ★



Horseshoe B Texas Longhorns

Full Blood Heifer. Reg# ITLA 287861, TLA HBLTF2129 DOB: 23-2-21

Sire: **TUXEDO**

Cowboy Tuff Chex | Sweet Jubilee

Dam: **HBL AUDREY**

Tempter | HBL Julee Jane

Greta is a very nice young heifer and is an opportunity to add some excellent bloodlines to your herd. Her mother Audrey, sired by TEMPTER, is an excellent cow out of our wonderful super producer cow JULEE JANE.

Greta is very gentle and has been pregnancy tested in calf to the superb CUT 'N DRIED - a son of Guinness World Record holder Cowboy Tuff Chex which is a combination that is sure to be a winner. Greta's calf will have a double cross of Cowboy Tuff Chex which will definitely be a bonus for the purchaser.

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

Lot 13

★ BRIGALOW STARLIGHT ★



Brigalow Texas Longhorns

Full Blood Heifer. Reg# TLA: WHOTF004 ITLA:283834 DOB: 24/02/2020

Sire: **HBL ARMAGARD**

DC Well Armed | HBL Little Diva

Dam: **SOUTHERN CROSS ALLY**

Coolamon Victor | Southern Cross Galaxy

Brigalow Starlight is a quiet big framed heifer. Her dam Southern Cross Ally is one of the biggest cows in our breeding herd. She is currently bred with her first calf by Brigalow Hugo Boss and will possibly calve before sale day.

She sells with 2 Straws of Semen. 1 Sam Chex 708 & 1 Point Power.

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

Lot 14

★ HBL MAGPIE ★



Horseshoe B Texas Longhorns

Full Blood Heifer. Reg# ITLA 287856, HBLTF2117 DOB: 4-1-21

Sire: **SPOKESMAN**

Non Stop | Shy Hand

Dam: **HBL GIDGET**

Victory Lap | HBL Geisha Girl

Magpie is a very reluctant offering from us this year as it represents the end of an era as she is the last of Gidget's daughters. Her sire Spokesman is a traffic stopping true black & white bull with all black horns. Magpie has been pregnancy tested in calf to the outstanding Dickinson Cattle Co. black and white bull LINE UP with female sexed semen. She is a lovely, hands on gentle heifer & being by Spokesman you can rest assured you are getting plenty of black and white genetics on both sides of her breeding. With her temperament, colour, and the fact that she is in calf to one of the best bulls imported into Australia we would suggest you don't miss the opportunity to consider adding Magpie to your herd.

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

Lot 15

★ HBL CAMILLA ★



Horseshoe B Texas Longhorns

Full Blood Heifer. Reg# ITLA 287859, TLA HBLTF2127 DOB: 17-2-21

Sire: **CUT 'N DRIED**

Cowboy Tuff Chex | Dragon Pearl

Dam: **HBL DRAG PRINCESS**

Drag Iron | HBL Delilah

Camilla is chock full of Dickinson Cattle Company genetics and would be an outstanding addition to any Texas Longhorn herd in the world.

Her super producer Drag Iron mother DRAG PRINCESS is a big upstanding cow with horns that exceed 84 inches. Her sire is the superb CUT 'N DRIED - a son of Guinness World record holder Cowboy Tuff Chex.

She has been pregnancy tested in calf to the outstanding Dickinson Cattle Co. black and white bull LINE UP. Camilla is hands on gentle and could be purchased on her pedigree alone so don't miss the chance to own this beauty.

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

Lot 16

★ HBL JANE DEE ★

Full Blood Heifer. Reg# ITLA 287854, TLA HBLTF2114 DOB: 1-1-21

Sire: **CUT 'N DRIED**

Cowboy Tuff Chex | Dragon Pearl

Dam: **HBL JULEE JANE**

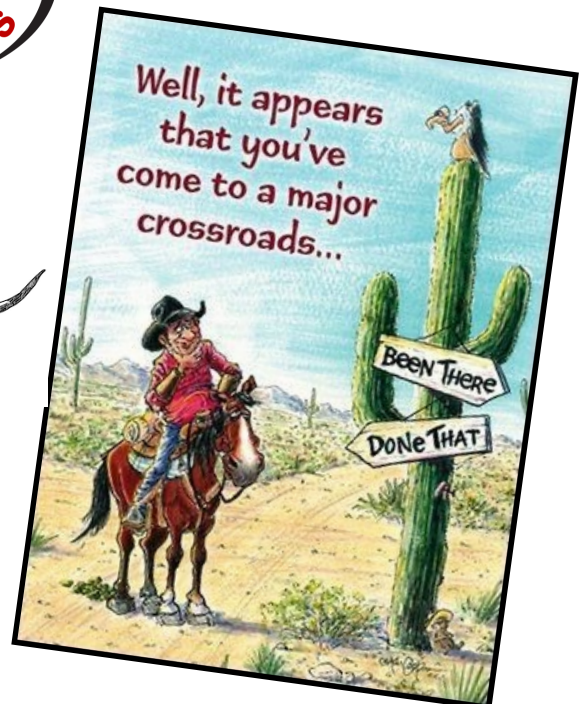
Drag Iron | HBL Melanee



Horseshoe B Texas Longhorns

Heifers like this don't come along too often and Jane Dee is an opportunity worth waiting for. Packed full of Dickinson Cattle Co (USA) genetics this is definitely the opportunity to add a world class female to your herd. She is a very well grown, very hands on gentle and is the complete Texas Longhorn package. Her Drag Iron mother JULEE JANE a super producer and one of the most striking & outstanding Texas Longhorns ever bred in Australia. Her sire is CUT 'N DRIED - a son of Guinness World holder Cowboy Tuff Chex. Jane Dee has been pregnancy tested positive to USA sire SAM CHEX 708 - 2017, 2018, 2019 and 2020 TLBAA Horn Showcase tip to tip champion as well as 2018 bull Alley Champion. Jane Dee is a good a heifer that we have ever offered for sale at Trails West and it will be a proud moment for us to see her go to a new home.

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



Lot 17

★ **D 7 SPUR BE NICE 1577** ★



D 7 Spur Texas Longhorns

Full Blood Cow. ITLA Reg # 279075 TLA Reg # D7STF1577 DOB: 08/07/2015

Sire: **THE RAMBLER**

Victory Lap | Angelina

Dam: **EBONY ROSE**

Westwood Ho | Heidi's Blue Rose

Be Nice is un-joined, with an (AI) steer calf at foot by BH Bubba.

Be Nice has the Black and Black & White genetics on both sides. Previous calves have been Black & White. She is ITLA & TLA registered.

As a heifer Be Nice was halter broken and taught to lead.

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

Lot 18

★ **D 7 SPUR PIXIE 368** ★



D 7 Spur Texas Longhorns

Full Blood Cow. ITLA Reg # 268466 TLA Reg # D7STF368 DOB: 26/09/2013

Sire: **D 7 SPUR RUSTY IRON**

Drag Iron | Southern Cross Eyebrows

Dam: **HBL DIXIE-ANN**

Rebel Red | Strike 'N Dixie

Pixie is a very quiet cow that has produced quality offspring.

Pixie is preg tested EMPTY.

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

Lot 19

★ **D 7 SPUR RUBY RED R16** ★



D 7 Spur Texas Longhorns

Full Blood Cow. ITLA Reg # 286563 TLA Reg # D7STFR16 DOB: 01/05/2020

Sire: **COOLAMON IRON MAN**

Drag Iron | Coolamon Louise Lane

Dam: **HBL BINDEE FAWN**

HBL Snowy River | Winter Fawn

Ruby Red is a quiet, sensible young cow that will develop a great horn set.

She is presented with a steer calf at foot (born 01/12/2022) who is sired by the well-mannered sire HBL TOMBSTONE.

She has been handled at weaning, spending time being tied up in a halter and rubbed down. Ruby Red will be a key asset to any stud.

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

Lot 20

★ SKINNY LIZARD WILLOW ★



Brigalow Texas Longhorns

Full Blood Cow. Reg# TLATF505 ITLA:283619 TLBAA:C1299878 DOB: 08/04/2015

Sire: **SOUTHERN CROSS IRONMAN**

Drag Iron | Southern Cross Belle

Dam: **SKINNY LIZARD BINDI**

Skinny Lizard Gold Medal | Skinny Lizard Fiddlestix

Willow has been a great foundation Full Blood Cow and also one of our first registered Texas Longhorn purchases.

She always raises a great calf and we have kept heifers by her in our breeding program.

She sells with a colourful young steer calf at foot sired by D7Spur Bounty Hunter. He is sure to be a great trophy steer with his horn genetics.

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

Lot 21

★ BRIGALOW CERSEI ★



Brigalow Texas Longhorns

Full Blood Cow. Reg# TLA: WHOTF706 ITLA:

281157 DOB: 07/07/2017

Sire: **SKINNY LIZARD HOLY HELL**

Southern Cross Ironman | Skinny Lizard Drizzle

Dam: **6JHEART EMBER**

The Tramp | La Juana

BRIGALOW SPARK (calf at foot)

Full Blood Heifer. Reg # TLA—WHOTF05 ITLA: 290183

DOB: 4/10/22

Sire: **D7 SPUR BOUNTY HUNTER**

HBL Tombstone | D7Spur Hot Socks

Dam: **BRIGALOW CERSEI**

Skinny Lizard Holy Hell | 6Jheart Ember

Brigalow Cersei is a very quiet young cow who we have taken to shows and she has also been haltered. We have retained a number of her heifers for our breeding program. We still own her mother who at 17 years of age still raises some of our best calves. Cersei sells with her very colourful heifer calf "Spark" at her side. Spark is sired by D7Spur Bounty Hunter. Bounty Hunters grand dam is HBL Milly who at last measurement was 94 inches tip to tip. In our last years calving crop Cersei's heifer is one of the biggest horned heifers, so this little heifer should be outstanding adding in her sires horn genetics.

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

Lot 22

★ D 7 SPUR CALL GIRL 1612 ★



D 7 Spur Texas Longhorns

Full Blood Cow. ITLA Reg #287970 TLA Reg # D7STF1612 DOB: 17/01/2016

Sire: **THE RAMBLER**

Victory Lap | Angelina

Dam: **SHOW GIRL (AI)**

Victory Lap | HBL Delores

Call Girl is a showy cow with an exceptional temperament to match. The double cross of Victory Lap on both her Sire and Dam side is evident in her unique coat and depth of body.

She has been AI'd to the black and white speckled Sire SPOKESMAN on 15/12/2022. Following the AI program Call Girl has been running with HBL TOMBSTONE.

Call Girl is PTIC.

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

Lot 23

★ D 7 SPUR RHAPSODY 1820 (AI) ★



D 7 Spur Texas Longhorns

Full Blood Cow. ITLA Reg #280592 TLA Reg # D7STF1820 DOB: 02/02/2018

Sire: **RODEO MAX ST**

Maximus ST | Rodeo Redhead ST

Dam: **HBL SALLY ROSE**

Superman | Rosalee

Rhapsody has been joined with the black and white progeny of SPOKESMAN, D 7 SPUR VAQUERO.

Her previous steer calves are demonstrating very good horn growth for their age.

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

Lot 24

★ D 7 SPUR GEISHA GIRL 462 ★



D 7 Spur Texas Longhorns

Full Blood Cow. ITLA Reg #272907 TLA Reg # D7STF462 DOB: 22/11/2014

Sire: **COOLAMON IRON MAN**

Drag Iron | Coolamon Louise Lane

Dam: **HBL OPRAH**

Tempter | Sheza Cowgirl

Geisha Girl is a naturally quiet cow, a trait that she inherited from her mother and has subsequently passed on to her progeny.

She is presented unjoined, as she was scheduled to participate in the next AI program.

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

Lot 25

★ D 7 SPUR KOPY KAT 1563 (AI) ★



D 7 Spur Texas Longhorns

Full Blood Cow. ITLA Reg #279084 TLA Reg # D7STF1563 DOB: 23/11/2015

Sire: **HUNT'S HOT COPY**

Hunt's Duplicate Copy | K.C. Hershey

Dam: **D 7 SPUR DESIRE**

HBL Snowy River | HBL Delight

D 7 Spur Kopy Kat is very much aptly named as she was born a twin!

Kopy Kat is an extremely quiet cow who produces colour in her offspring and has been a phenomenal breeder for D 7 Spur producing many quality progeny.

Presented at the sale, Kopy Kat has been exposed to both HBL CHISHOLM and HBL TOMBSTONE. Tested PTIC 30-40 days. Kopy Kat will be an asset in any herd and is only offered up for sale to make room for upcoming heifers.

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

Lot 26

★ HAND CRAFTED RESIN ART PIECE ★



Hand crafted resin art by **D. Still - Bespoke Timber Designs** made especially for the Trails West team in time to join our auction items.

Craftsmanship at its finest and anyone would be proud to have this bowl on display when entertaining.

Now this piece of art is making a statement!...

\$..

Lot 27

★ TRAILS WEST VINYL GEAR BAG ★



*This beautiful crafted **VK Vinyl** gear bag that has the Trails West Texas Longhorns logo laser etched onto a leather plaque is a perfect and unique gift for the Texas Longhorn enthusiast.*

It matches the cooler bag in the next Lot..

47cm x 32cm x 33cm high

*Great for those long miles hauling
Longhorns.....*

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

Lot 28

★ TRAILS WEST VINYL COOLER BAG ★



*This lovely vinyl insulated cooler bag was crafted for us by our friends at **VK Vinyl** in Townsville.*

It matches the gear bag in previous lot and also has a laser engraved Trails West Texas Longhorns logo stitched onto the front of the bag.

45cm x 20cm x 33cm high

A great lunch/smoko bag!

Coffee, lamingtons & a Longhorn

Burger of course!

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

Lot 29

BOB BERG

'Clip' 2023 TRAILS WEST KNIFE



This beautiful 'clip' or one handed opening knife is as handy or cowboy as they come.

Not only is it a super functional and practical knife it's a lovely work of art and something anyone would be proud to own.

A keepsake for sure.....

Cuts bailing twine like butter.....

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

Lot 30

★ TEXAS LONGHORN PENDANT ★



A beautiful Texas Longhorn pendant, crafted especially for us by Bob Berg.

A perfect gift for the Longhorn lover!

A unique gift for those Longhorn Lovers who love everything Longhorn.....

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

Lot 31

**★ POLISHED TEXAS LONGHORN VASE ★
(Flower Arrangement included)**



A beautiful polished horn vase donated by D 7 Spur Texas Longhorns.

This is one of two horn vases being offered at the auction and will add plenty of flair and western flavour wherever you choose to display them.

Timeless..... Elegant.....

Definitely one of a kind.....

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

Lot 32

★ **POLISHED TEXAS LONGHORN VASE** ★
(Flower Arrangement included)



*A beautiful polished horn vase donated by **D 7 Spur Texas Longhorns**.*

This is one of two horn vases being offered at the auction and will add plenty of flair and western flavour wherever you choose to display them.

Why not add a little subtle Longhorn elegance?

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

Lot 33

★ **RESIN ART CUTTING BOARD** ★



*Resin Art at its finest—proudly crafted by **D. Still - Bespoke Timber Designs**.*

A beautiful board and certainly a beautiful bespoke piece of art that is very practical and useful in every kitchen.

Made especially for the Trails West team to be part of our auction items.

For the Chef in the family or that special gift you need—who wouldn't love this!!!

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

Lot 34

★ **BOB BERG 'Titanium' 2023 TRAILS WEST BUCKLE** ★



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

Grab yourself a piece of history.....

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

Lot 35

★ D 7 SPUR VAQUERO R89 (AI) ★



D 7 Spur Texas Longhorns

Full Blood Bull. ITLA Reg # 287965 TLA Reg # D7STFR89 DOB: 10/12/2020.

Sire: **SPOKESMAN**

Non Stop | Shy Hand

Dam: **D 7 SPUR HOT SOCKS (AI)**

Hunt's Hot Copy | D 7 Spur Spicks N Specks

Vaquero is sired by the black and white Dickinson bred bull, SPOKESMAN. A rising three-year-old, Vaquero still has plenty of growing to do and is expected to mature into a large, bodied bull. His Dam, who also carries the black and white bloodlines, is renowned for good horn length in her progeny and has produced other bulls for D 7 Spur. Impressed by Vaquero's good looks and great temperament, D 7 Spur has lightly used him to cover their own heifers with the intention of retaining these genetics. Vaquero's first calves have already hit the ground and are demonstrating that the black and white colouring is a dominant trait in his progeny.

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

Lot 36

★ BRIGALOW SAMSON ★



Brigalow Texas Longhorns

Full Blood Bull. Reg# TLA: WHOTF01 ITLA: 290182 DOB: 1/10/21

Sire: **SPOKESMAN**

Non Stop | Shy Hand

Dam: **HBL SAMMI (AI)**

Tuxedo | HBL Loretta (AI)

Samson is a flashy young bull sired by the great AI sire Spokesman. Samson's dam HBL Sammi was purchased at the 2021 Trails West Sale and was the equal highest priced animal of the day. He would be a great young herd sire. He has a loaded pedigree with Victory Lap, Drag Iron, Cowboy Tuff Chex & Sweet Jubilee just to name a few. He is puppy dog quiet and is a favourite around here. He has already been bred to a select few heifers.

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

Lot 37

★ D 7 SPUR THE RAIN MAN T17 ★



D 7 Spur Texas Longhorns

Full Blood Bull. ITLA Reg # Pending TLA Reg # D7STFT17 DOB: 29/01/2022

Sire: **HBL CHISHOLM (AI)**

Respect Me | HBL Twitter

Dam: **POWER ON (AI)**

Point Power | D 7 Spur Snowflake

Rising 14 months, The Rain Man is quiet in nature with good confirmation and the genetics to mature into a large bull. He has been broken into a halter and spent time being led and tied up. His Sire, HBL CHISHOLM, continually produces very quiet progeny, making them easy cattle to have in your herd.

Both Rain Man's parents are bred by AI and have bloodlines tracing back to ever popular Sire's: Hunts Command Respect, Drag Iron and Clear Point.

The Rain Man is demonstrating a well-shaped horn set and great horn length for his age.

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

Lot 38

★ SEMEN PACKAGE #1 ★

10 straws consisting of the following bulls:



SAM CHEX - 5 straws



LINE UP - 2 straws



50 AMP - 2 straws



CUT'N DRIED—1 Heifer Sexed

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

Lot 39

★ SEMEN PACKAGE #2 ★

10 straws consisting of the following bulls:



VICTORY LAP - 4 straws



COWBOYMAN - 3 straws



JET BLACK CHEX - 3 straws

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

This is an opportunity to purchase mixed semen packages of some incredibly good Full Blood USA AI registered Sires. All the sires offered have been successfully used by the sale vendors which is reflected in a lot of the pedigrees of the cattle available at this sale. Shipping is at expense of purchaser and is not included in the sale price.

Please contact agent or vendors after the sale to help facilitate shipping and transport of the semen.

- The semen in **Lot# 38** is currently stored at Beef Breeding Services and Rocky Repro.
- The semen in **Lot #39** is currently stored at Beef Breeding Services.



Lot 40

★ D 7 SPUR T29 ★



D 7 Spur Texas Longhorns

Full Blood Steer. DOB: 25/03/2022

Sire: **HBL CHISHOLM (AI)**

Respect Me | HBL Twitter

Dam: **D 7 SPUR SHIRAZ**

Coolamon Iron Man (AI) | HBL Raw Deal

T29 is a 12 month old steer with a good, quiet nature. He has been broken into a halter, led and tied up. Both his parents produce progeny with great horn.

This steer is eligible for TLA and ITLA registration.

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

Lot 41

★ D 7 SPUR T44 ★



D 7 Spur Texas Longhorns

Full Blood Steer. DOB: 03/05/2022

Sire: **HBL TOMBSTONE**

Tempter | HBL Twitter

Dam: **RAGGEDY ANN**

HBL Tombstone | D 7 Spur Jet Setter (AI)

If you are after a mate for life, this little steer is the one for you.

T44 is only 10 months old and by far the quietest weaner we handled last year.

He is halter broke, ties up and loves a good scratch. This steer is eligible for TLA and ITLA registration.

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

Lot 42

★ D 7 SPUR T19 ★



D 7 Spur Texas Longhorns

Full Blood Steer. DOB: 26/01/2022

Sire: **HBL CHISHOLM (AI)**

Respect Me | HBL Twitter

Dam: **D_7 SPUR CRYSTAL**

HBL Trail Boss (AI) | D 7 Spur Desire

A good-bodied steer that has good horn growth on his Dam's side.

His Sire, HBL CHISHOLM is known for producing very quiet progeny.

This steer is eligible for TLA and ITLA registration.

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

Lot 43

★ D 7 SPUR S34 ★



D 7 Spur Texas Longhorns

Full Blood Steer. DOB: 22/02/2021

Sire: **HBL CHISHOLM (AI)**

Respect Me | HBL Twitter

Dam: **D 7 SPUR VICTORY CHEX (AI)**

Sam Chex | D 7 Spur Victoria (AI)

This big, quiet steer has the pedigree to grow into a talking point at your place.

Look at his horn growth as a 2-year-old!

This steer is eligible for TLA and ITLA registration.

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

Lot 44

★ D 7 SPUR S18 ★



D 7 Spur Texas Longhorns

Full Blood Steer. DOB: 15/04/2021

Sire: **D 7 SPUR BOUNTY HUNTER**

HBL Tombstone | D 7 Spur Hot Socks (AI)

Dam: **D 7 SPUR DESIRE**

HBL Snowy River | HBL Delight

S18 is a rising two-year-old displaying good horn growth.

This steer is eligible for TLA and ITLA registration.

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

Lot 45

★ D 7 SPUR R67 ★



D 7 Spur Texas Longhorns

Full Blood Steer. DOB: 01/12/2020

Sire: **COOLAMON IRON MAN (AI)**

Drag Iron | Coolamon Louise Lane

Dam: **D 7 SPUR BETTY (AI)**

BH Bubba | Southern Cross Hayley

A colourful, quiet steer with an inquisitive nature.

He was broken into a halter at weaning (2021) and led around the yards and houses.

This steer is eligible for TLA and ITLA registration .

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

Lot 46

★ D 7 SPUR R21 ★



Full Blood Steer. DOB: 22/02/2020

Sire: **COOLAMON IRON MAN (AI)**

Drag Iron | Coolamon Louise Lane

Dam: **DOLORES (AI)**

Westward Ho | Super Sal

The last calf of our old black and white twisty horned cow, DOLORES.

This steer was hand raised and has spent plenty of time tied up in the calf yard!

He is quiet in nature, albeit a little bit cheeky!

D 7 Spur Texas Longhorns

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

Lot 47

★ D 7 SPUR R41 ★



Pure Bred Steer. DOB: 22/03/2020

Sire: **HBL TRAIL BOSS (AI)**

Rodeo Max | HBL Halley B

Dam: **D 7 SPUR DAYDREAM**

The Rambler | D 7 Spur Dream Catcher

This steer has a impressive colouring as well as a good set of horns.

Perfect to put in the front paddock and watch to see how they shape up.

D 7 Spur Texas Longhorns

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





**BOB BERG
TROPHY BUCKLE**

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



Thank you for attending the
2023 TRAILS WEST
TEXAS LONGHORN SALE

Happy Trails!

★ **2023 TRAILS WEST LONG HAUL AWARD** ★

This leather and cowhide handcrafted folder and double
cowhide place mat set will be presented to the cattle
purchaser who has hauled a trailer, gooseneck or truck the
greatest distance to make it to the

Trails West Texas Longhorn Sale in Roma on March 25th.





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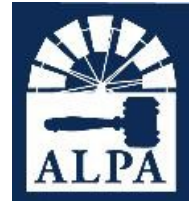


Notes



~ CARE OF YOUR LONGHORNS ~

- ◆ Our Texas Longhorn cattle run in relatively large groups, and probably the first time they have ever been separated from their mates is on the transport to your property.
- ◆ We encourage you to have some companion cattle in the yards for them to settle in with.
- ◆ We also recommend that you have feed and water available in the yards for 3 or 4 days so that they settle into their new environment and know where their new home is.
- ◆ Our cattle have been mustered with horses and bikes so they should be accustomed to most methods of handling.
- ◆ Please note, it is in the Texas Longhorns instinct to see dogs as a predatory threat, it is advised that you do not have dogs around these cattle.



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 vendor or the agent in any capacity whatsoever or any other person including any assignor of the vendor's or the buyer's interests under these terms and conditions.

24. (a) The agent agrees that he is liable to pay to the vendor the Price, less such commission as is agreed between the vendor and the agent, and in the absence of any agreement such amount as is reasonable, and less the Fees that are payable by the vendor that were incurred by the agent on behalf of the vendor in relation to the sale of the livestock.

(b) In the event that the buyer pays the Price or part of it direct to the vendor then the agent has no liability to the 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.

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.....

..... Postcode.....

Phone..... Mobile.....

Email.....

Lots Purchased	

Do you require Stud Cattle Transferred YES NO

Transfer Registration Certificates to {with Lot numbers}

.....

Transport Arrangements:

Date to be Collected.....

Feeding Arrangements.....

PIC Number.....

Insurance Required YES NO

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

NO VERBAL INSTRUCTIONS WILL BE ACCEPTED