# HIGHLANDS DROUGHTMASTER 29th Annual Sale

# FRIDAY 20 MARCH 2020

**35** REGISTERED BULLS **30** HERD BULLS 65 LOTS



COMMERCIAL HOTEL, CLERMONT

Breakfast FRIDAY 20 MARCH 8AM

CLERMONT SALEYARDS



CLERMONT SALEYARDS

## VENDORS

Lot	Vendor	Details	JBAS Score
01-12	MEDWAY	HW & SE Donaldson Boguntungan via Willows Qld 4702 07 4985 5318   0417 070 376	JBAS 7
13-18	KARRAGARRA (N)	Wayne & Ingrid York PO Box 220, Emerald Qld 4720 0458 823 931	JBAS 7
19-30	HUNTLY	S & J Barton, Mackay & Co 'Huntly', Clermont Qld 4721 07 4985 6104   0428 856 104	JBAS 7
31-37	REDSKIN	KG & DK Rutherford Redbank Road, Morinish Qld 4702 07 4937 3502   0427 373 502	JBAS 6
38-42	WAJATRYN	Warren & Carolyn Kenny PO Box 325, Gayndah Qld 4625 07 4161 1279	JBAS 7
43-52	STRATHFIELD	Shane & Wendy Perry, Perry Pastoral Co 'Fletchers Awl', Clermont Qld 4721 07 4983 5107   0427 836 005	JBAS 7
53-54	STRATHFIELD 9JE	Brodie & Josh Perry 'Fletchers Awl', Clermont Qld 4721 07 4983 5107	JBAS 7
55-60	KARRAGARRA (E)	Wayne & Ingrid York PO Box 220, Emerald Qld 4720 0458 823 931	JBAS 7
61-65	KENLOGAN	Kenlogan Proprietors 3411 Kenlogan Road, Clermont Qld 4721 07 4983 5196   0427 835 196	JBAS 7

## **VENDOR AWARD**

## **TWO PETERS AWARD FOR BEST PEN OF BULLS**

200 STRAWS OF IN CENTRE/DOMESTIC SEMEN Collection and Processing.

CULLECTION AND PROCESSING.

Sponsored by



Awarded to the best pen of bulls in honour of our two founding members Peter Barton & Peter Bauer. This years "Pen of Bulls" will be judged by respected cattleman Ted Murphy.

# HIGHLANDS DROUGHTMASTER 29th Annual Sale

**65** LOTS **35** REGISTERED BULLS **30** HERD BULLS



COMMERCIAL HOTEL, CLERMONT





CLERMONT SALEYARDS

CLERMONT SALEYARDS

**QUALITY BULLS** 

EMA SCANNED & VET CHECKED

SEMEN TESTED & SOUNDNESS EVALUATED

4% OUTSIDE AGENTS REBATE CONDITIONS APPLY

## - SELLING AGENTS



BRIAN WEDEMEYER 0409 694 696 JAKE KENNEDY 0408 816 463 LACHLAN PURCELL 0429 720 325



JAMES SAUNDERS 0418 538 830 BRYTON VIRGO 0477 318 224 - 2020 CHARITY —



Highlands Droughtmaster 29th Annual Sale





## **FEBRUARY**

10-11 February All Breeds Sale Rockhampton



## MARCH

- 07 Futurity Show Gatton
- 14 National Female Sale Gympie
- 20 Highlands Sale Clermont

## APRIL

**TBC** Narngulu Bull Sale Western Australia

## MAY

23-24 Feature Show Monto



## AUGUST

- 06 RNA Stud Cattle Judging Brisbane
- **06** Droughtmaster Australia **AGM** Brisbane
- **TBC** Fitzroy Crossing Invitational Sale Western Australia
  - 22 High Country Droughtmaster Sale Toogoolawah

## SEPTEMBER

- **TBC** The Cap Droughtmaster Bull Sale Rockhampton
  - 05 Bunya Bull Sale Coolabunia
- 08 Central Reds Invitational Bull Sale Emerald
- 09 Piggott Sale Springsure
- 12 Valera Vale Sale Augathella
- 15-16 National Droughtmaster Bull Sale Rockhampton
  - 23 Clonlara Sale Glenmorgan
  - 25 Glenlands Sale Bouldercombe
- **TBC** Scenic Rim Bull & Female Sale Boonah

## OCTOBER

- **TBC** Diamantina Sale Winton
  - 12 Artesian Sale Blackall
  - 16 Bullzeye Droughtmaster Bull Sale Capella
- 23 Roma Droughtmaster Bull Sale Roma



## NOVEMBER

- 08 Monty Atkinson Genetics Sale Charters Towers
- 28 Cream of the Crop Female Sale Kingaroy

# **SPONSORS**

## A BIG THANKS TO OUR SPONSORS

The Highlands Sale Committee wishes to record its sincere thanks to the following sponsors for their contributions to ensure the success of the Highlands Sale.



## **BUYER INCENTIVES**

## **VOLUME BUYER OF SALE**

1 TONNE FEED/LICK Sponsored by



500ML DECTOMAX INJECTABLE Sponsored by

otic

**TOP PRICED REGISTERED BULL** 

1 TONNE FEED/LICK Sponsored by



500ML DECTOMAX INJECTABLE Sponsored by



**TOP PRICED HERD BULL** 

\$1,000 PRODUCT VOUCHER



PRODUCT PACK Sponsored by

**KSA** Canvases

## BUYER ENCOURAGEMENT AWARD

TWO NIGHTS ACCOMMODATION FOR TWO ADULTS AND TWO CHILDREN



## **TOP GROSS BUYER**

#### **PRODUCT VOUCHER**

Sponsored by



## LUCKY BID CARD

#### VOUCHER

Sponsored by



Highlands Droughtmaster 29th Annual Sale

# **SALE INFORMATION**

## **REBATES**

An Outside Agent Rebate of 4% will be paid to approved outside agents who nominate buyers in writing 24 hours prior to sale, and settling within 7 days of sale. Approved agents are expected to be present at the sale and only introduce buyers who have not purchased from the sale individually within the last 3 years.



## **2020 CHARITY**

Over the course of the 24-year history, CQ Rescue has transferred, retrieved, winched and rescued thousands of people; often being a patient's only lifeline and a critical part to life saving treatment. They are on call to help 24 hours a day, 7 days a week, 365 days a year.

In 2019 CQ Rescue completed 689 tasks, making it the busiest year on record. They also flew their 9000 mission and with your help we will continue to be here for our community; available to anyone, anywhere at any time.

As a community helicopter provider, CQ Rescue is available to all residents, workers and visitors in Central Queensland; covering an area between Townsville and St Lawrence, stretching west to the Galilee Basin including the majority of the Bowen Basin, east to the Whitsunday Islands and 200km offshore covering the Great Barrier Reef.

It is safe to say of almost all missions flown, none of our patients ever thought they would need the service but then again, who can predict what the future holds and whether you, your family or employees will one day need to be rescued.

Please help keep our rescue helicopter flying and support Drought Master Bull Sale as fundraising proceeds go directly to CQ Rescue.







## • Medway Droughtmasters



#### MEDWAY HW & SE Donaldson



## LOT 2 MEDWAY BARKER P D5 REGISTERED REG# TMC18445M | BORN 20/12/17 | AGE 27M | BRAND TARGET M BROKEN CIRCLE 7/445

Glenlands I-Spy (Horsham) (P) D5 Karragarra Ignition (P) D5 Jasanda Laura (S) D5

## Medway Victory (P) D5

Medway 0554M (P) D5 Medway Oniely (D) D5 Medway Indulgence (P) D4

Swan Horsham (P) D5 Glenlands Harvest (P) D5 Swan 249/6 (P) (AI) D5



#### Colorado Grace (P) D5

Glenlands Federation (P) D5 Colorado Cleopatra (P) D5 Glenlands D 01/117 (P) D5

VACCINATIONS
3 DAY
5 IN 1
-7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY

FOR \$

#### MEDWAY HW & SE Donaldson

LOT 3 MEDWAY BASH P D5 REGISTERED REGISTERED REGISTERED REGISTERED

> Talgai 912 (S) D5 Medway Oombabeer (D) D5 Medway Ketura (D) D4

#### Locarno Icon (S) D5

Fairhaven 06/128 (D) D4 Locarno Eliza (H) D5 Fairhaven 134 (P) D5

Glenlands Garrison (P) D4 Amavale Gangster (P) D5 Glenlands D Gabby (P) D5

## Medway Rosanne (P) D5

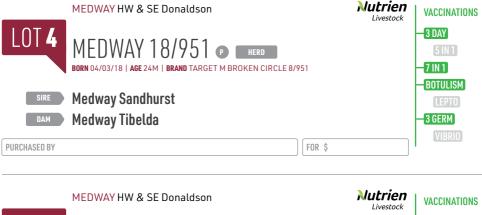
Glenlands First Class (S) D5 Medway Prospel (D) D5 Medway Mady (D) D4

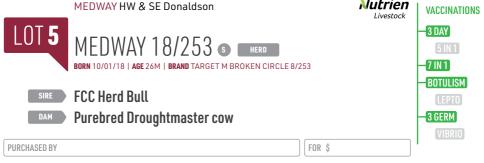
VACCINATIONS
3 DAY
5 IN 1
- 7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY	
FOR \$	

Nutrien

l ivestock







Medway Occupy (D) D4 Medway Honeybee (P) D3

FOR \$

Nutrien

Livestock

#### Highlands Droughtmaster 29th Annual Sale

#### MEDWAY HW & SE Donaldson



## LOT 7 MEDWAY BARWON P D5 REGISTERED REG# TMC18609M | BORN 02/12/17 | AGE 27M | BRAND TARGET M BROKEN CIRCLE 7/609 Minlacowie Encounter 3455 (D) (AI) D4 Wolfang 2207 (T) (P) D5 Garthowen Fran 2 (P) (AI) D5

Talgai Del (P) D5

Glen Fosslyn 99/077 (P) D4 Talgai 1899 (P) D4 Medway Intrigue (P) D3

Glenlands Noonday (P) D5 Cashmere Memphis (P) D3 Cashmere 130 (P) D2

#### DAM

#### Medway Wilmari (S) D4

Glen Fosslyn 05/238 (P) D3 Medway Seldom (D) D4 Medway Peachey (P) D4



PURCHASED BY

FOR \$

#### MEDWAY HW & SE Donaldson

## MEDWAY BAS D D5 REGISTERED REG# TMC18628M | BORN 28/12/17 | AGE 26M | BRAND TARGET M BROKEN CIRCLE 7/628

Glenlands K.B. (D) D5 Glenlands D Orr (D) D5 Glenlands D 02/105 (P) D5



LOT 8

#### Medway Vent (H) D5

Glenlands First Class (S) D5 Medway Quinat (P) D5 Medway One Off (D) D5

Medway 0554M (P) D5 Medway Queenslander (P) D4 Medway Huglyn (P) D3

## Medway Tama (D) D5

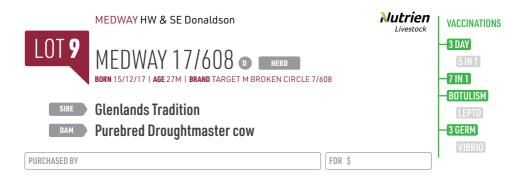
Glen Fosslyn 05/238 (P) D3 Medway Quaver (D) D4 Medway Marcia (P) D4

VACCINATIONS
3 DAY
5 IN 1
- 7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY	
FOR \$	

Nutrien

l ivestock



Nutrien MEDWAY HW & SE Donaldson Livestock LOT 10 FDWAY BARNARD (S) D.5 REGISTERED REG# TMC18470M | BORN 03/01/18 | AGE 26M | BRAND TARGET M BROKEN CIRCLE 8/470 Glenlands Element 2 (P) D5 VACCINATIONS Glenlands K.B. (D) D5 3 DAY Glenlands Iris (P) D5 Glenlands Tradition (D) D5 7 IN 1 Glenlands Kosmos (P) D5 BOTULISM Glenlands 7385 (P) D5 Glenlands 6009 (P) D5 3 GERM Medway 04141M (S) D4 Medway Pagel (P) D5 Medway Lochington (S) D5 Medway Winema (P) D5 PURCHASED BY Medway 02233M (D) D4

FOR \$

Medway 02233M (D) D4 Medway Quippu (D) D5 Medway Ostrish (D) D5

Highlands Droughtmaster 29th Annual Sale	

# **CLERMONT** HOW CAN WE HELP?

At Nutrien Ag solutions we're committed to provide you with the service and expertise you deserve.

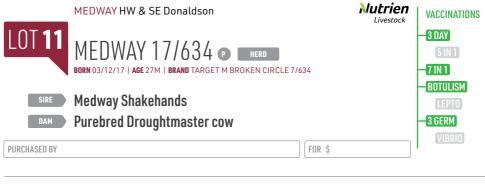
- Livestock
- Animal Management
- Real Estate
- Insurance
- Animal Health
- MerchandiseAg Chemical
- Special Products

- Produce
- Seed
- Fertiliser

Branch Manager, Ag Chem, Seed & Fertiliser	Anthony Lee	0407 019 291
Ag Chem, Seed & Fertiliser	Gratton Chambers	0427 757 216
Merchandise	Cameron Fox	0428 221 548
Livestock & Rural Property	Matt Beard	0428 765 687
Livestock & Rural Property	Terry Ray	0427 821 177
Livestock Sales	Bryton Virgo	0477 318 224
Insurance	Phillip Brown	0457 540 070
Stud Stock Sales	James Saunders	0418 538 830
Stud Stock Sales	Mark Scholes	0409 229 651

Lot 2, 15738 Gregory Highway, Clermont (07) 4983 1022





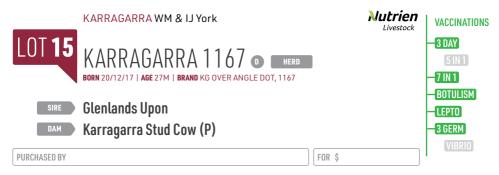


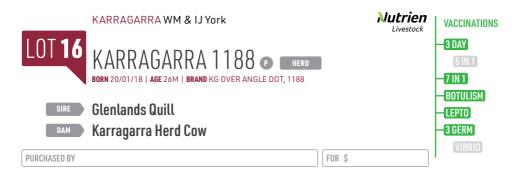


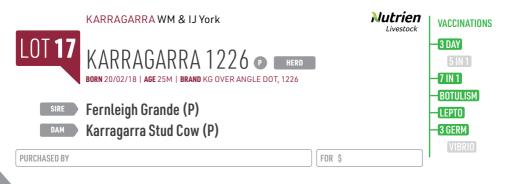


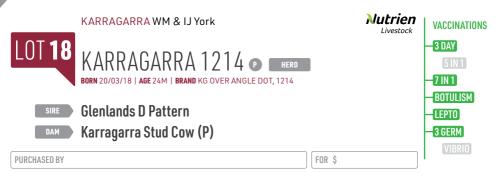
KARRAGARRA WM & IJ York		Nutrien Livestock
KARRAGARRA PADDIN Reg# ZCB171182M   BORN 20/12/17   AGE 27M   BRAN	GTON D D5 REGISTERED D KG OVER ANGLE DOT, 1182	
Glenlands D Perkins (P) D5 Glenlands Remington (S) D5 Glenlands 8474 (P) D5	VACCINATIONS 	
<b>Glenlands Upon (P) D5</b> Comanche Cheif (P) D4 Glenlands 11429 (D) D5 Glenlands 2912 (P) D5	5 IN 1 7 IN 1 BOTULISM LEPTO	
Glenlands Maximus (P) D5 Glenlands Pioneere (P) D5 Glenlands 4858 (P) D5	- 3 GERM Vibrio	
Karragarra M 794/5 (P) D5 Glenlands D Pattern (D) D5 Karragarra K536/3 (P) D5	PURCHASED BY	
	REG# ZCB171182M   BORN 20/12/17   AGE 27M   BRAN Glenlands D Perkins (P) D5 Glenlands Remington (S) D5 Glenlands 8474 (P) D5 Glenlands Upon (P) D5 Glenlands 11429 (D) D5 Glenlands 11429 (D) D5 Glenlands 2912 (P) D5 Glenlands Pioneere (P) D5 Glenlands Pioneere (P) D5 Glenlands 4858 (P) D5 Karragarra M 794/5 (P) D5 Glenlands D Pattern (D) D5	KARRAGARRA PADDINGTON    D 5      REG# ZCB171182M    BORN 20/12/17    AGE 27M    BRAND KG OVER ANGLE DOT, 1182      Glenlands D Perkins (P) D5    Glenlands Remington (S) D5    Glenlands 8474 (P) D5      Glenlands Upon (P) D5    Glenlands 11429 (D) D5    Glenlands 2912 (P) D5      Glenlands Naximus (P) D5    Glenlands Maximus (P) D5    Glenlands 4858 (P) D5      Karragarra M 794/5 (P) D5    FURCHASED BY      Glenlands D Pattern (D) D5    FOR 6

15









FB.COM/HUNTLY.DROUGHTMASTERS

HUNTLYDROUGHTMASTERS.COM.AU

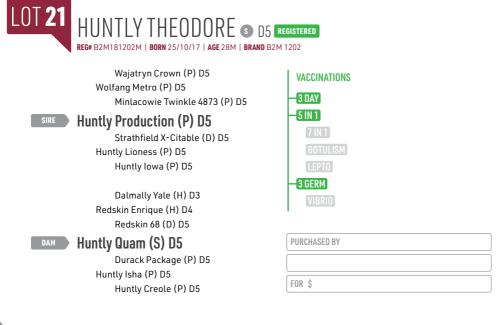
# THE EXPERTS IN VERSATILITY

HUNTLY Sam and Jane Barton	VACCINATIONS
LOT 19 HUNTLY 658 P HERD BORN 25/11/17   AGE 27M   BRAND B2M658	
SIRE B2M14788M	BOTULISM
Purebred Droughtmaster Cow	- 3 GERM
PURCHASED BY FOR \$	VIBRIO



#### HUNTLY Sam and Jane Barton





#### HUNTLY Sam and Jane Barton



Trafalgar Palestine (D) D5 Billabong Riley (P) D5 Billabong 2239 (S) D5

## Bryvonlea Option One (P) D5

Billabong Jackson (P) D5 Bryvonlea Penelope (P) D5 Bryvonlea Pandora (P) D5

Minlacowie Isenbert 4775 (P) D5 Angle Zed Colonel Klink (S) D5 Durack 145 (P) D5

## Huntly Nectar (P) D5

Durack Package (P) D5 Huntly Janice (T) (P) D5 Huntly Zest (P) D5

VACCINATIONS
3 DAY
5 IN 1
7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHAS	SED BY	
FOR \$		

	HUNTLY Sam and Jane Barton	ε	Iders VACCINATIONS
LOT <b>23</b>	HUNTLY 615 P HERD BORN 15/11/17   AGE 28M   BRAND B2M 615		-3 DAY -5 IN 1 7 IN 1 BOTULISM
SIRE	B2M14788M		LEPTO
DAM	Purebred Droughtmaster Cow		
PURCHASED BY		FOR \$	VIBRIO
	HUNTLY Sam and Jane Barton	E	Iders VACCINATIONS
LOT <b>24</b>	HUNTLY 621 P		

19



3 GERM

HUNTLY Sam and Jane Barton

BORN 25/12/17 | AGE 26M | BRAND B2M 621

**Purebred Droughtmaster Cow** 

B2M14788M



Trafalgar Palestine (D) D5 Billabong Riley (P) D5 Billabong 2239 (S) D5

## Bryvonlea Option One (P) D5

Billabong Jackson (P) D5 Bryvonlea Penelope (P) D5 Bryvonlea Pandora (P) D5

Billabong Julius Ceasar (P) (AI) D5 Minlacowie Isiah 4808 (P) D5 Minlacowie Tanya 3485 (P) D5



PURCHASED BY

Huntly Lander (P) D5

Billabong G/5/1 283 (P) D5 Huntly Albatross (P) D5 Huntly Yovela (D) D5



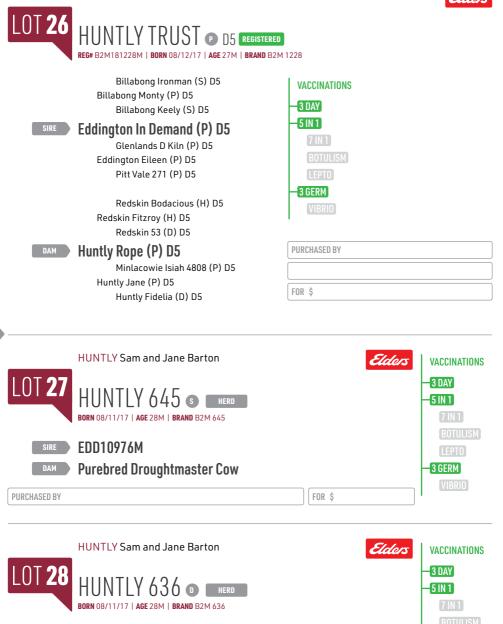
FOR \$

PURCHASED BY	J
	)
FOR \$	]

HUNTLY	sam	and	Jane	Barton
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3 GERM



FOR \$

SIRE

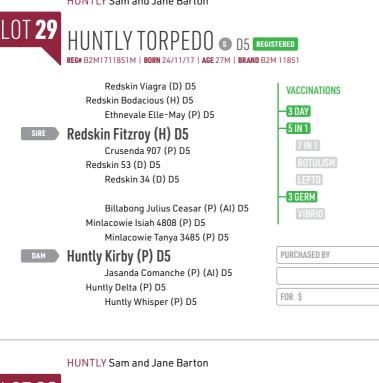
PURCHASED BY

B2M14788M

**Purebred Droughtmaster Cow** 

#### **HUNTLY** Sam and Jane Barton







21

## \_OT **30** THRUST 🕑 D5 REGISTERED REG# B2M171198M | BORN 24/10/17 | AGE 28M | BRAND B2M 1198 Redskin Viagra (D) D5

Redskin Bodacious (H) D5 Ethnevale Elle-May (P) D5

#### Redskin Fitzroy (H) D5

Crusenda 907 (P) D5 Redskin 53 (D) D5 Redskin 34 (D) D5

Minlacowie Freemason 3725 (P) (AI) D5 Durack Package (P) D5

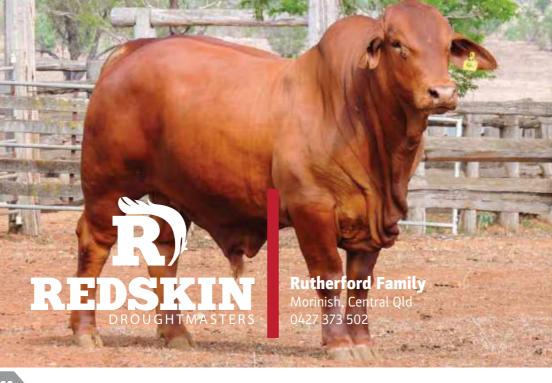


## Huntly Janet (P) D5

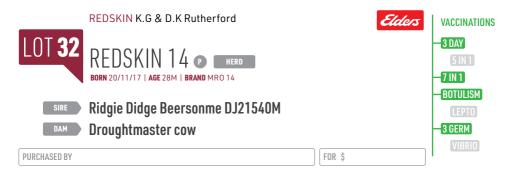
Jasanda Comanche (P) (AI) D5 Huntly Desiree (D) D5 Huntly Xebec (P) D5

VACCINATIONS
3 DAY
5 IN 1
7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY	
OR \$	



	REDSKIN K.G & D.K Rutherford		Elders	VACCINATIONS
LOT <b>31</b>	REDSKIN 119 P HERD			
	BORN 14/11/17   AGE 28M   BRAND MRO 119			- <mark>7 in 1</mark> - Botulism
SIRE	Aldinga Elvis 6PT1350M			LEPTO
DAM	Droughtmaster cow			- 3 GERM
PURCHASED BY		FOR \$		VIBRIO



	REDSKIN K.G & D.K Rutherford	Elders	VACCINATIONS
LOT <b>33</b>	REDSKIN 72 P HERD BORN 16/11/17   AGE 28M   BRAND MRO 72		
SIRE	Aldinga Elvis 6PT1350M		-BOTULISM LEPTO
DAM	Droughtmaster cow		
PURCHASED BY		FOR \$	TIERIE
	REDSKIN K.G & D.K Rutherford	Elders	VACCINATIONS
LOT <b>34</b>	REDSKIN 55 P HERD		- 3 DAY
	KEUSKIN 55 P HERD BORN 29/11/17   AGE 27M   BRAND MRO 55		5 IN 1 
SIRE	Aldingo Fluio (DT12E0M		BOTULISM
DAM	Aldinga Elvis 6PT1350M Droughtmaster cow		LEPTO 3 GERM
	Broughtmaster cow	FOR \$	VIBRIO
PURCHASED BY		FUR Ş	
	REDSKIN K.G & D.K Rutherford	Elders	VACCINATIONS
LOT <b>35</b>	BORN 27/11/17   AGE 27M   BRAND MRO 61		
SIRE	Aldinga Elvis 6PT1350M		-BOTULISM LEPTO
DAM	Droughtmaster cow		- 3 GERM
PURCHASED BY	•	FOR \$	VIBRIO
	REDSKIN K.G & D.K Rutherford	Elders	VACCINATIONS
LOT <b>36</b>	REDSKIN 80 P HERD		<mark>3 DAY</mark> 5 IN 1
•	BORN 08/11/17   AGE 28M   BRAND MRO 80		- <mark>7 in 1</mark> - Botulism

23

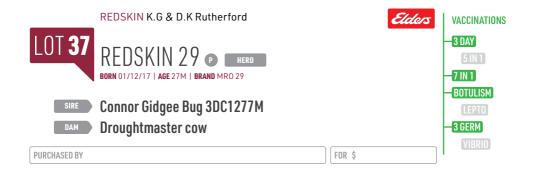
**3 GERM** Vibrio

FOR \$

PURCHASED BY

DAM

**Droughtmaster cow** 



# FOR A DEEPER UNDERSTANDING OF LIVESTOCK NUTRITION

## Proudly supporting the Highlands Droughtmaster Sale



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## www.wajatryn.com

Contact Warren & Carolyn Kenny Phone 07 4161 1279 wajatryn@bigpond.com

WAJATRYN Warren and Carolyn Kenny



## LOT 38 WAJATRYN 2851 P D5 REGISTERED REGY LLK182851M | BORN 25/03/18 | AGE 23M | BRAND K VERTICAL BRACKET SCRIPT K 2851

Minlacowie Fowler 3835 (S) D5 Dalmally Yale (H) D3 Dalmally 81 (P) D2

## Redskin Harley (S) D4

Sevenell Samson 04/156 (P) D5 Redskin 91/9 (P) D5 Redskin 49 (P) D5

Wajatryn Scorpio (P) D5 Wajatryn Cobra (P) D5 Fairhaven 04/44 (P) D5

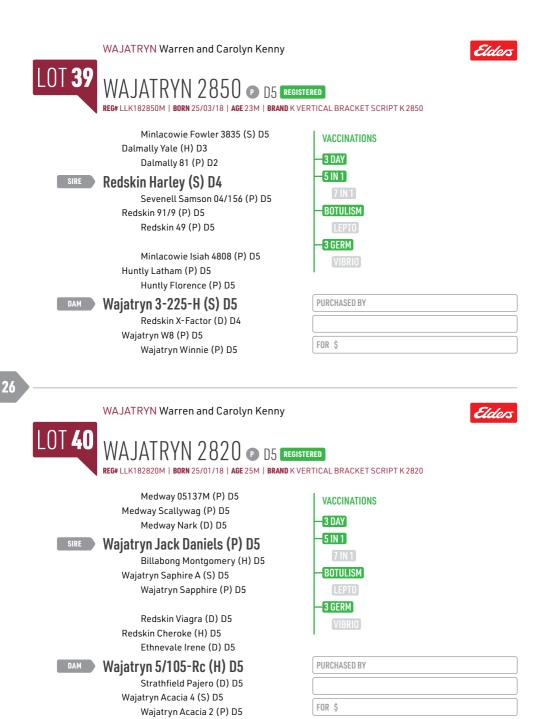
🕨 Wajatryn Fair 54-Cb 2-110 (P) D5

Wajatryn Prado (D) D5 Wajatryn Fair 54 (P) D5 Fairhaven 04/54 (D) D5

VACCINATIONS
3 DAY
5 IN 1
7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY	
FOR \$	

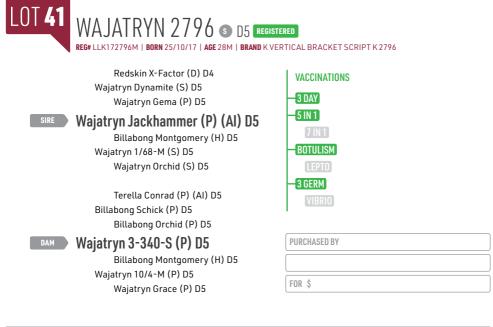
25



Highlands Droughtmaster 29th Annual Sale

#### WAJATRYN Warren and Carolyn Kenny





WAJATRYN Drew and Jade Garside

#### LOT 42 WETHERON BARRISTER D D5 REGISTERED REGISTERED DJ7184019M | BORN 28/01/18 | AGE 25M | BRAND DJ7 SCRIPT D,J,7

Yaralla Heineken (D) D5 Yaralla Landon (H) D5 Yaralla 140/5 (D) D5

## Medway Walhalla (S) D5

Comanche Jackeroo (D) D4 Medway Quark (D) D5 Medway Glenys (P) D5

Redskin X-Factor (D) D4 Wajatryn Champion (P) D5 Fairhaven 04/52 (P) D5

## Wajatryn 4313 Ch (P) D5

Oasis Noddy (P) D5 Wajatryn 1/213-0 (P) D5 Wajatryn Gemma A (S) D5

VACCINATIONS
3 DAY
5 IN 1
- 7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY	
FOR \$	

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## PERRY FAMILY 0427 836 005

## www.strathfielddroughtmasters.com

LOT **43** 

STRATHFIELD Shane & Wendy Perry



STRATHFIELD KALCOM P D5 REGISTERED REG# NPD175209M | BORN 20/10/17 | AGE 29M | BRAND SCRIPT NP CONJOINED

Billabong Godfrey (P) D5 Craiglea Cadillac (Et) (S) (AI) D5 Sunny View Fancy 83 (P) D5

## Glenaubyn Detroit (P) D5

Rsvp Boris (P) D5 Breffni Candy (H) D5 Breffni Fiona (P) (AI) D5

Fairhaven 99/5 (P) D4 Billabong Neolithic (P) D5 Billabong G/5/1 323 (P) D5



Aldinga 10/97 (P) D5 Strathfield Pacific 20 (P) D5 Strathfield Pacific 19Th (P) D5

VACCINATIONS
3 DAY
5 IN 1
- 7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY	
FOR \$	



#### L0T44HFIELD KOGAN 🖻 D5 (REGISTERED AGE 29M | BRAND SCRIPT NP CONJOINED **REG#** NPD1 Mt. Oscar Howard (P) D5 VACCINATIONS Redskin Eagle Hawk (H) D4 3 DAY Redskin 22 (S) D3 Glenavon Skipper (P) D5 7 IN 1 Kapalee 1642 (S) D3 Glenavon 1635 (P) D4 Glenavon 1/3 (S) D5 3 GERM Wingfield Benjamin (P) D5 Redwing El Toro (P) D5 Wingfield Bianca (4) (P) D5 Strathfield Penny 73 (P) D5 PURCHASED BY Strathfield Merlin (H) D5 Strathfield Penny 70 (P) D5 FOR \$

STRATHFIELD Shane & Wendy Perry

Strathfield Penny 69 (P) D5



Swan Ironman (D) D5 Calioran Gavin (P) D5 Calioran Rosa (Et) (P) (AI) D5

SIRE

## Glenn Valley Director (P) D5

Calioran Dunston (Et) (P) D5 Glenn Valley Donella (P) D5 Glenn Valley Donna (P) D5

Strathfield Xr8 (P) D5 Strathfield Equilateral (P) D5 Strathfield Clarabelle 53 (P) D5

## Strathfield Lola 15 (P) D5

Billabong Oceanic (P) D5 Strathfield Lola 7Th (P) D5 Strathfield Lola 3Rd (D) D5

VACCINATIONS
3 DAY
5 IN 1
BOTULISM
LEPTO
<b>3 GERM</b>
VIBRIO

PURCHASED BY	
FOR \$	

Iden

#### STRATHFIELD Shane & Wendy Perry <u>LOT 46</u> RATHFIELD KANSAS (S) D5 (REGISTERED E 28M | BRAND SCRIPT NP CONJOINED **REG#** NPD1 Mt. Oscar Howard (P) D5 VACCINATIONS Redskin Eagle Hawk (H) D4 3 DAY Redskin 22 (S) D3 Glenavon Skipper (P) D5 7 IN 1 Kapalee 1642 (S) D3 Glenavon 1635 (P) D4 Glenavon 1/3 (S) D5 3 GERM Strathfield Xr8 (P) D5 Strathfield Equilateral (P) D5 Strathfield Clarabelle 53 (P) D5 Strathfield Mermaid 49 (P) D5 PURCHASED BY Jasanda Ironman (D) (AI) D5 Strathfield Mermaid 41 (D) D5 FOR \$ Strathfield Mermaid 32 (D) D5 STRATHFIELD Shane & Wendy Perry LOT **47** FIELD KALE D D5 REGISTERED REG# NPD175212M | BORN 13/10/17 | AGE 29M | BRAND SCRIPT NP CONJOINED Mt. Oscar Howard (P) D5 VACCINATIONS Redskin Eagle Hawk (H) D4 3 DAY Redskin 22 (S) D3 Glenavon Skipper (P) D5 7 IN 1 Kapalee 1642 (S) D3 Glenavon 1635 (P) D4 Glenavon 1/3 (S) D5 **3 GERM** Tiggabon Athol (H) D5 Redskin Zimbabwe (D) D3 Redskin 19/1 (P) D2 Strathfield Liberty 77 (P) D4 PURCHASED BY Billabong Oceanic (P) D5 Strathfield Liberty 65 (P) D5 FOR \$ Strathfield Liberty 45 (D) D5



#### LOT **48** HFIELD LOUIS PD D5 REGISTERED 18 | AGE 25M | BRAND SCRIPT NP CONJOINED REG# NPD185 Swan Ironman (D) D5 VACCINATIONS Calioran Gavin (P) D5 3 DAY Calioran Rosa (Et) (P) (AI) D5 Glenn Valley Director (P) D5 7 IN 1 Calioran Dunston (Et) (P) D5 Glenn Valley Donella (P) D5 Glenn Valley Donna (P) D5 3 GERM Strathfield Xr8 (P) D5 Strathfield Equilateral (P) D5 Strathfield Clarabelle 53 (P) D5 Strathfield Actress 78 (P) D5 PURCHASED BY Strathfield Debonair (P) D5 Strathfield Actress 76 (D) D5 FOR \$ Strathfield Actress 70 (D) D5

STRATHFIELD Shane & Wendy Perry

## OT 49 STRATHFIELD LAREDO P D5 REGISTERED REG# NPD185280M | BORN 22/01/18 | AGE 25M | BRAND SCRIPT NP CONJOINED

Swan Ironman (D) D5 Calioran Gavin (P) D5 Calioran Rosa (Et) (P) (AI) D5

SIRE

## Glenn Valley Director (P) D5

Calioran Dunston (Et) (P) D5 Glenn Valley Donella (P) D5 Glenn Valley Donna (P) D5

Minlacowie Hanibal 4496 (S) D5 Rondel Normanton (P) D5 Rondel Hilliary (P) D5

## Strathfield Catalina 24 (P) D5

Strathfield Debonair (P) D5 Strathfield Catalina 22 (H) D5 Strathfield Catalina 20 (P) D4

VACCINATIONS
3 DAY
5 IN 1
- 7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY	
FOR \$	

Iden



#### LOT **50** RATHFIELD KOONGAL 🖻 D5 REGISTERED AGE 29M | BRAND SCRIPT NP CONJOINED **REG#** NPD1 Glenlands D Lookalike (P) D5 VACCINATIONS Jembrae Fiesta (S) D5 3 DAY Cedardale Intrigue 16Th (P) D5 Jembrae Jackaroo (P) D5 7 IN 1 Karragarra Calypso (P) (AI) D5 Jembrae Sarah 2Nd (P) D5 Crusenda 1012 (P) D5 3 GERM Redskin Xcessive (D) D5 Strathfield Debonair (P) D5 Strathfield Tiffany 4Th (P) D5 Strathfield Cha Cha 65 (P) D5 PURCHASED BY Wandobah Kieren (P) D4 Strathfield Cha Cha 44 (P) D5 FOR \$ Strathfield Cha Cha 41 (P) D5

#### STRATHFIELD Shane & Wendy Perry



Clonlara 02213 (S) D5 Glenlands D Lookalike (P) D5 Glenlands D 04/35 (P) D5



#### Jembrae Jones (P) D5

Terella King 221 (S) D5 Billabong Sharona 247 (H) D5 Billabong Nordica (P) D5

Tiggabon Athol (H) D5 Redskin Zimbabwe (D) D3 Redskin 19/1 (P) D2

## Strathfield Penny 75 (D) D4

Redskin Shogun (D) D3 Strathfield Penny 71 (D) D4 Strathfield Penny 68 (P) D5

VACCINATIONS
3 DAY
5 IN 1
- 7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY	
FOR \$	



## LOT 52 STRATHFIELD KADIR S D5 REGISTERED REG# NPD175268M | BORN 31/12/17 | AGE 26M | BRAND SCRIPT NP CONJOINED

Glenlands D Lookalike (P) D5 Jembrae Fiesta (S) D5 Cedardale Intrique 16Th (P) D5

SIRE

## Jembrae Jackaroo (P) D5

Karragarra Calypso (P) (AI) D5 Jembrae Sarah 2Nd (P) D5 Crusenda 1012 (P) D5

Kapalee 95-1104 (H) D2 Redskin Shogun (D) D3 Redskin 7/5 (D) D4

## Strathfield Farewell 17 (D) D4

Strathfield Merlin (H) D5 Strathfield Farewell 15 (H) D5 Strathfield Farewell 14 (P) D5



# PURCHASED BY

STRATHFIELD 9JE Brodie & Josh Perry

#### OT 53 STRATHFIELD 9JE KENDALL P D5 REGISTERED REG# 9JE17099M | BORN 26/11/17 | AGE 27M | BRAND 9JE

Strathfield XR8 (P) D5 Strathfield Equilateral (P) D5 Strathfield Clarabelle 53 (P) D5



## Strathfield Ingleby (P) D5

Redskin Zimbabwe (D) D3 Strathfield Liberty 77 (P) D4 Strathfield Liberty 65 (P) D5

Glenlands Hatch (P) D4 Glenlands Millenium (P) D5 Glenlands 2725 (P) D5

## Strathfield Dodie 2 (P) D5

Calioran Broderic (ET) (P) D5 Calioran Dodie (P) D5 Calioran Leann (Et) (P) D5

VACCINATIONS
3 DAY
5 IN 1
- 7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY	
FOR \$	

Iden

## Elders

# LOT 54 STRATHFIELD 9JE KINCADE S D5 REGISTERED

REG# 9JE18103M | BORN 15/01/18 | AGE 26M | BRAND 9JE

Strathfield XR8 (P) D5 Strathfield Equilateral (P) D5 Strathfield Clarabelle 53 (P) D5

## Strathfield Islington (S) D5

Redskin Xcessive (D) D5 Strathfield Carol 72 (D) D5 Strathfield Carol 66 (P) D5

Redskin Xcessive (D) D5 Strathfield Debonair (P) D5 Strathfield Tiffany 4Th (P) D5

## DAM Strathfield Wren 9 (P) D5

Glenlands D Ferguson (P) D5 Fairhaven 03/139 (D) D4 Fairhaven 7/107 (D) D3

VACCINATIONS
3 DAY
5 IN 1
- <mark>7 IN 1</mark>
BOTULISM
LEPTO
3 GERM
VIBRIO

#### PURCHASED BY

FOR \$

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Wayne & Ingrid York • Emerald Q 4720 • karragarra@yorkmail.com.au • 0458 823 931

36

KARRAGARRA WM & IJ York



Swan Jeopardise (P) D5 Glenlands None Better (P) D5 Glenlands 4671 (P) D5

### Fernleigh Grande (P) D5

Glenlands D Jupiter (P) D5 Maple Leaf 08/805 (D) D5 Fairhaven 04/215 (P) D5

Swan 1636 (P) D5 Ebony Hills Choirboy (P) (AI) D5 Glenlands 2847 (D) (AI) D4

### Glenlands D 09/1255 (H) D5

Wingfield Rebel (P) D5 Wedgwood 1327 (P) D5 Wedgwood 827 (P) D4



PURCHASED BY		
FOR \$		



### KARRAGARRA WM & IJ York



### LOT 56 KARRAGARRA PENTHOUSE P D5 REGISTERED REG# ZCB171229M | BORN 20/11/17 | AGE 28M | BRAND KG OVER ANGLE DOT, 1229

Glenlands 2486 (H) D4 Glenlands Lazarus (P) D5 Coorambulla Garland (P) D5



### Glenlands Pistol (D) D5

Swan Factor (P) D5 Glenlands 3467 (P) D5 Glenlands 1763 (D) D5

Glenlands Maximus (P) D5 Glenlands Pioneere (P) D5 Glenlands 4858 (P) D5



VACCINATIONS

DAM

### Karragarra M 786/5 (H) D5

Glenlands I-Spy (Horsham) (P) D5 Karragarra Gretel (S) D5 Yackatoon Peggy 2406 (P) D5

PU	RC	:H/	S	ED	B

FOR \$

### KARRAGARRA WM & IJ York



Swan Jeopardise (P) D5 Glenlands None Better (P) D5 Glenlands 4671 (P) D5

### Fernleigh Grande (P) D5

Glenlands D Jupiter (P) D5 Maple Leaf 08/805 (D) D5 Fairhaven 04/215 (P) D5

Glenlands Lazarus (P) D5 Glenlands Quill (P) D5 Glenlands 6813 (P) D5

### Karragarra L646/4 (P) D5

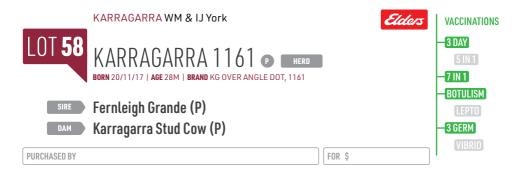
Glenlands I-Spy (Horsham) (P) D5 Karragarra Imahot 408 (P) D5 Karragarra Credence (P) D5

VACCINATIONS
3 DAY
5 IN 1
- 7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

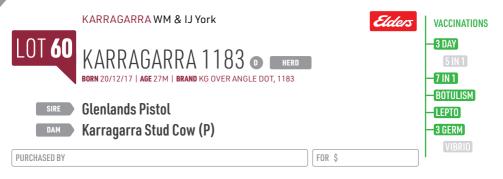
PURCHASED BY	
FOR \$	

Ider

DAM



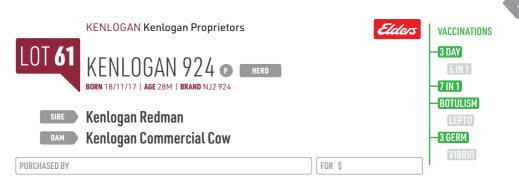






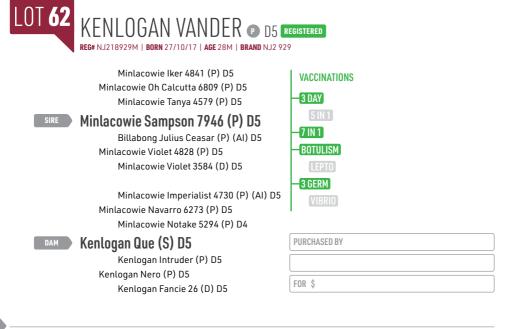
fb.com/kenloganbulls

# **KENLOGAN** DROUGHTMASTER STUD 0427 835 196



### **KENLOGAN** Kenlogan Proprietors





### **KENLOGAN** Kenlogan Proprietors



Strathfield Telesto (P) D5 Craiglea Telstar (S) D5 Sunny View Fancy 81 (P) D5

### Kenlogan Redman (H) D3

Strathfield Talbot (D) D4 Kenlogan 05 (P) D2 Kenlogan 04 (P) D1

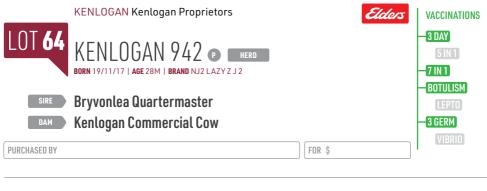
Trafalgar Palestine (D) D5 Billabong Sylvester (H) D5 Billabong Juno (P) D5

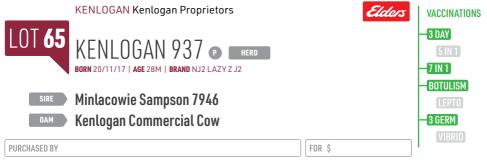
### Kenlogan Tabby (P) D5

Craiglea Telstar (S) D5 Kenlogan Orion (P) D5 Kenlogan Kenaf (P) D5

VACCINATIONS
3 DAY
5 IN 1
- 7 IN 1
BOTULISM
LEPTO
3 GERM
VIBRIO

PURCHASED BY		
FOR \$		





# HIGHLANDS DROUGHTMASTER 29th Annual Sale

### 2020 SUMMARY

	Number	Gross\$	Top \$	Average \$
Registered Bulls				
Herd Bulls				
Total Gross				
Total Average				

### **CANCELLATION NOTICE**

I wish to advise that the following lots have been withdrawn for sale

### Lots withdrawn

Animal/s withdrawn for sale must be advised to the Yard Boss by **2PM THE DAY PRIOR** to commencement of the sale, on this form.

Name

Signed

Date

### **BUYER'S INSTRUCTION SHEET**

**BUYER'S BID CARD NO.** 

43

### PLEASE COMPLETE FULLY

Name
Address
Postcode
Phone Mobile
Email
Lots purchased
Total number of lots purchased
Destination NLIS PIC
Delivery 🗌 Owners transport 🔲 Carrier
Pickup time/date DDMMYY
Is insurance required? Yes No
If yes, what period do you require insurance for $\square \square \square M M Y Y$ - $\square \square M M Y Y$
Dipping instructions 🗌 Dipping not required 🔹 Dip and Clear 💭 Dip only
Is feeding required? Yes No
Invoice to
Destination property
Is registration transfer required?
If yes, provide name and address to transfer registration to
Name
Address
Postcode
Signed      Date      D      M      Y      Y
NOTE: This Buyer's Instruction Sheet MUST be completed in FULL and SIGNED by the buyer or their
authorised representative.

### 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 aucinoeer, agent, huyer and vendor shall be wholly responsible for the acts and amissions 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 naif for incurred ho the anent.

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 and donit on the don detogate 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**

- 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.
- 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.
- 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.
- 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.

- 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.
- 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.
- 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.
- 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 lubs 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 entitle 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. It, 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 peyment for livestock purchasel. It bids in breach of this condition are inadvertently accepted, delivery shall not be given until the purchase money is paid and any law, rule or practice to the contrary is accordingly negatived as far so 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:
    - 1. in the case of pre-sale weighing, sold; or
    - 2. 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 the 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 except (but not death, kinches 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 mades at the active of those cattle boarding the buyer's annihilated transport or sunset on the day after the sale. This subclause does not apply if the agent makes an announcement to the after tip roir 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 allow S.A. Ild to sare 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 Atoliana Livestock Meditification Scheme (NUS) must be made by 5:00pm on the seventh day after the fall of the harmer. No objection, requisition or claim against the vendor or agent in respect of source nor 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 shill mean and require only that a certificate in writing shall be supplied to the buyer signed by a qualified vetering surgenor oracitified scanne 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 NLS/ ERP database, the agent will inform the buyers by presale catalogue and/or announce the status prior to the offering of those lots.
- 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:

- 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 exercision its rights under clauses 20 or 21.

#### 23.

- 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 subregation 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) (a) by this clause 23, other than as it expressly provides; or
- (b) (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 whitsever, whether the benefit of a deduction, withholding, set off or counterclaim is alteged to exist in favour of the buyers a signatic the vendor or the agent in any capacity whatsever 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 Feest 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 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 investock comprised in the lots. The terms of engagement between the auctioneer and the vendor on textend to the provision of advice by the auctioneer to the vendor in relation to the safety or otherwise of the safe ring, the safegrads and the surrounding environments.
  - (b) The vendor, the agent and the buyer agree to comply with their several duties under the Australian Aimail Welfare Standards and Guidelines for the and Irransport (I breatock and further to consign, manage, receive, transport and handle livestock in accordance with any other or additional requirements of animal welfare tegislation 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 slauphter when the buyer is the slauphterer and the livestock are transported direct from the sale yard to the meatvorks at which they are slauphtered. 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 lev.
- 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:
- 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 condemnitors 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 rath the vendor's cost.
- 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 buyer's 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 slaughter 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 are yor 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 until by government. Owners risk applies if the condemnation is due to a condition in the animal which the buyer establishes, by the relevant government cartificate, existed prior to the fall of the hammer.
- 35. A buyer with the benefit of owner's 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.
- 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.
- 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:

- 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,
- abstain or agree to abstain from bidding as a result of such a promise;
- 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.

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