# 36th Annual



# Merino & Poll Ram Sale

45 Specially Selected Rams 25 Specially Selected Poll Rams (Top of the Drop)

Friday 27th November, 2020 at 1.30pm

www.trefusis.com.au



facebook.com/trefusismerinostud



# **Supporting Australian farmers to grow**

#### **Backing rural Australia**

As the only 100% Australian-owned specialist agricultural bank, Rural Bank was founded to provide banking services to rural and regional Australia at a time when major banks were withdrawing from these communities.

As part of the Bendigo and Adelaide Bank Group, Rural Bank's products and services are available at more than 400 locations nationally through the Bendigo Bank branch network and a dedicated team of farm finance specialists.

#### **Backing Australian communities**

Tasmanian Senior Agribusiness Relationship Manager, Dean Lalor, says Rural Bank's relationship with local **Community Bank**® branches provides a local platform to help agribusinesses in Tasmania to succeed.

"The **Community Bank**" network shares our understanding of the unique needs and demands facing farming customers and communities here in Tasmania," added Dean.

"When you bank with Rural Bank through your local **Community Bank**" branch, you'll be feeding into the prosperity of your community by supporting locally-lead projects and initiatives."

#### **Farmer focused**

"Rural Bank's sole focus is to provide products and expertise that help farmers take control of their money, stay on top of challenges and grab opportunities.

"Our Tasmanian team of experienced farm finance specialists work with farmers in rural communities to develop finance solutions built around regional, seasonal and economic conditions," says Dean.

"Not only do we provide farmers with industry-focussed commodity insights through our AgAnswers publications, but also innovative product solutions, such as our FMD Offset Account."

To find out more about Rural Bank's specialist farm finance products, contact Dean Lalor on 0417 515 810 or James Cameron on 0409 422 588, or go online www.ruralbank.com.au

Products issued by Rural Bank Limited, ABN 74 083 938 416 AFSL 238042 and distributed by Rural Bank or Bendigo & Adelaide Bank Limited ABN 11 068 049 178, AFSL 237879. Subject to terms and conditions. Fees and charges apply. All loans subject to Rural Banks normal lending criteria. If distributed by Bendigo & Adelaide Bank Limited they may receive a commission. (1252790–1252788) (11/18)

## 36th TREFUSIS

# MERINO & POLL MERINO RAM SALE

to be held at

TREFUSIS, ROSS, TASMANIA

FRIDAY 27th NOVEMBER, 2020 at 1.30 pm

Auction will be interfaced with AuctionsPlus

Offering

# 45 SPECIALLY SELECTED RAMS 15 Mths 25 SPECIALLY SELECTED POLL RAMS 15 Mths

'Top of the Drop' Av Mic 19.6 @ 14mths of age

- Born August 2019
- Shorn & Fleece tests 21 May 2020
- Mid-side tests taken 6 Oct 2020
- Yearling BWT's taken 18 June 2020
- OJD Vaccinated
- Accredited Brucellosis Free
- Body WT & Eye Muscle Nov 2019 displayed on Sale Day.

Luncheon available at the sale.

Enquiries welcome to:

Stud Principal - Georgina Wallace (03) 6381 5320 Mobile 0438 986 257 Email gawallace@trefusis.com.au

Stud Classer - Andrew Calvert 0418 130 155

All rams can be viewed on: www.trefusis.com.au

www.facebook.com/trefusismerinostud



Mark Webb 0458 973 590 Rob Hogarth 0438 440 115

or your local wool representative

Outside agents receive 8% commission



# TREFUSIS PTY. LTD. Stud History

The Trefusis Merino Stud was formed in 1965 by Jim and Jo McEwan on

Winton, Sierra Park, Valleyfield and Kenilworth bloodlines.

In 2009 the decision was made to infuse Nerstane Genetics to improve productivity through increasing body size, fleece weight and lambing percentages. Since then average Stud Ewe fleece weights have lifted to 7.0 kg plus and lambing percentages to 105% whilst maintaining a micron of 18.0. Subsequent sires have also been used from Langdene, Roseville Park and Eilan Donan.

#### **Recent Stud Sire Purchases**

In August 2017 Trefusis, along with 6 other semen partners, purchased 'Harvey' the Supreme Ram at the Australian Sheep and Wool Show, Bendigo from Eilan Donan for \$52,500. He was an outstanding Fine wool Ram and has been used extensively in the Stud.

Trefusis commenced a Poll Stud in July 2017 purchasing a PP Poll Ram from Coryule Stud in Vic. and semen from an Alfoxton Poll ram that sold for \$30,000 at Bendigo Ram Sale that same year. Subsequent sires and semen have been purchased from Alfoxton and Nerstane. Results from these purchases are very pleasing to date.

In June 2018 Trefusis purchased ewes and a Langdene stud sire from the Okehampton dispersal sale. Most of these ewes were sired by a Roseville Park ram that Okehampton and Trefusis has purchased in partnership in 2014. RP 12.2792 and his sons have been very influential within the stud producing 4 out of the 5 winning 2018 Lionel Weatherly group at Bendigo. This Okehampton line continues today in the stud, they are very productive sheep.

#### Trefusis Ram Sale notes 2020

- · Sale Rams are unshedded and Paddock reared
- Sale Rams Vac 8 in 1 11/9/20, Clicked 1/10/20 and Drenched 6/10/20
- Checked by Veterinarian Paul Nilon 1/10/20
- · Poll Rams have been denoted in catalogue under notes column.
- Rams bred out of Okehampton ewes are denoted in notes column -O/H.
- Trefusis will be conducting an ET program in 2021. All ET ewes have been identified and any sale rams out of these elite ewes have been noted – ET.

We strongly recommend a hands on and balanced approach when selecting your rams. Whilst we accept figures are important, we believe it is essential that all Rams measure up in conformation and structure. We have included Sheep Breeding Values (FBV's) along with the DP 3.5% index, to help you as a valued client in the selection of your rams. This index marries our aims on production. An explanation of these figures plus other index's is provided on separate information sheets at the sale. Please come and see me if you have any queries regarding these figures.

### Future Directions for the Trefusis Merino Stud

Our aim at Trefusis is to produce the best sheep we possibly can, that are productive and profitable. We continually benchmark ourselves and are competitive against peers in the show ring at Campbell Town and the Australian Sheep and Wool Show in Bendigo. But also, importantly, we are currently benchmarking ourselves in several Sire Evaluations Trials in Victoria and New South Wales. We also continually aim to purchase the best genetics possible so that we can pass on increased improvements in productivity to all our clients.

# Comment from Stud Consultant Andrew Calvert

I have just completed Classing the 2019 drop Rams resulting in approximately 65 Rams being selected for the Annual on Property sale to be held on Friday 27th November; 4 specially selected Rams – 2 Polls & 2 Horns for Campbell Town Sale on Saturday 5th December. A good selection of Private Grade Rams will be also available.

Overall, the Rams presented very well having had the obvious benefit of a very favourable season. The emphasis that has been placed on breeding sheep with sound structure, coupled with white, nourished water proof wools certainly comes to the fore in years like this when the average rainfall was achieved by September.

The Polls being bred at Trefusis continue to evolve, as I've previously stated they are a work in progress but results to date are extremely positive.

Trefusis will embark on their first ET programme in February next year. Keeping detailed breeding records is a big job that demands real commitment, one of the real benefits being to identify the top performing elite Stud Ewes, it is now the plan to capitalise on this opportunity. Pretty exciting stuff, and in the long term a real win for clients. Working with a number of leading Australian Studs I have seen first hand the benefits ET can provide.

The long-term breeding objectives and direction at Trefusis remains steadfast, our motivation is to breed productive dual-purpose merinos relative to markets and focused on the key profit drivers. I have always lived by the golden rule in this game; Your clients are your ultimate determiner, if they are successful, then so will be their supplier of genetics. I say let the sheep do the talking and don't be conned with some of the myths being circulated on social media. It amuses me that the peddlers of some of this nonsense always seem to avoid their sheep being scrutinised, be it Sire Evaluation, Whether Trials, Commercial Ewe Comps or even the Show ring.

I commend the Trefusis Rams on offer and as always welcome your comments.

Andrew Calvert

### SOME RECENT RESULTS.

### **Australian Sheep and Wool Show**

- Grand Champion Fleece 2015, 2017 and 2018 the first time anyone has won this 3 times and with the highest Score ever of 97.87/100
- 1st Lionel Weatherly Trophy Group 5 sheep 2018
- 2nd Best Exhibit of 3 Merino Sheep 2017 and 2018
- Junior Champion Fine & Fine/Med Wool Ewes 2018
- Champion Superfine Ram 2019
- Most Successful Exhibitor Fleece Section 2018 and 2019

### **Campbell Town Show**

- Grand Champion Fleece 2014, 2015, 2016, 2018 & 2019
- Supreme Champion Merino 2018
- Supreme Champion All Purpose Merino Ram 2016, 2017, 2018 & 2019
- Most Successful Exhibitor Merino/Poll Merino Sections 2015, 2016, 2017, 2018 & 2019

Due to the current COVID-19 situation and travel restrictions we have added the option of using AuctionsPlus alongside our normal sale for those unable to travel to the sale.

AuctionsPlus will provide online bidding and audio streaming of the sale, which you will be able to access if you are a registered user. (It is advised that you register 24 hours prior to the sale) alternatively an agent can bid for you.

Your safety and welfare are important to us and measures are in place to comply with COVID-19 regulations. Rules for travel into Tasmania are constantly changing, if you intend on travelling from interstate, we suggest following the Tasmanian Government website.

https://coronavirus.tas.gov.au/travellers-and-visitors/g2g-pass



Champion Superfine Ram Bendigo 2019 - Trefusis 170436 who cut a 17.5 Mic fleece weighing 14kg

### Sire Reference for 2019 Drop

			-
EID Colour	Sire No	Sire of Sire	Grandsire
Purple	ED 150145	One Oak 13-4	One Oak 11-76
White 100's	150282	RP 12.2792	RP 14
Yellow	LD 140187	LD 110075	N4636
Red	160415	N18	N4636
White 200's	170332	RP 12.2792	RP 14
Poll Stud			
Black	A 150459	PB 13-20	WP 'Real Deal'
Green	C 150588	PB 54	WP 'Real Deal'
Orange	N160007	Banavie 333	Majestic 111139

#### Stud Abbreviations:-

Horns ED - Eilan Donan, RP - Roseville Park,

LD - Langdene, N – Nerstane

**Polls** A - Alfoxton, C - Coryule, PB - Poll Boonoke, WP - Wallaloo Park

LOT NO	TAG NO	SIRE	NOTES	MEASU	REMENT	S			EBV'S			
LOT NO	IAGNO	SINE	NOTES	FD	GFW%		CV	CF	YFD	YGFW	YBWT	DP 3.5%
1	190831	C 150588	Poll	20.7	115		15.9	99.1	0.4	2.4	2.3	108.4
\$		[	Purchaser									
2	190728	A 150459	O/H Dam	18.0	115		17.0	99.6	-0.6	7.6	5.9	122.5
\$		F	Purchaser								,	
3	190631	N 160007	O/H Dam	20.2	151		16.6	98.7	0.4	19.3	1.2	123.6
\$		[	Purchaser									
4	190739	A 150459	ET DAM	18.7	121		19.1	99.2	-0.5	9.1	6.9	125.5
\$		[	Purchaser									
5	190107	150282	N Dam	19.1	121		17.2	99.0	-0.2	5.6	4.5	117.0
\$		[	Purchaser									
6	190129	150282		19.6	115		17.5	99.1	0.0	7.4	-2.0	102.7
\$		[	Purchaser									
7	190851	C 150588	Poll	19.2	109		16.0	99.1	0.0	1.1	-0.1	100.8
\$		F	Purchaser									
8	190614	N 160007	Poll & ET DAM	20.3	139		18.2	98.4	0.3	16.0	4.0	127.1
\$		F	Purchaser									
9	190126	150282		19.9	115		18.0	98.8	0.2	7.2	-1.1	104.8
\$		F	Purchaser									
		8								9		

LOT NO	TAG NO	REMENT	S			EBV'S	V'S					
LOT NO	IAGNO	SIRE	NOTES	FD	GFW%		CV	CF	YFD	YGFW	YBWT	DP 3.5%
10	190633	N 160007	ET DAM	19.6	127		17.0	99.1	0.2	12.6	5.0	126.2
\$	\$Purchaser											
11	190621	N 160007	Poll & ET DAM	18.3	115		14.1	99.4	-0.1	7.5	6.9	125.5
\$	\$ Purchaser											
12	190205	170332		19.8	103		14.9	99.2	0.2	2.6	2.4	109.1
\$		F	Purchaser									
13	190628	N 160007		20.1	121		16.2	99.3	0.4	12.2	3.5	122.0
\$	\$Purchaser											
14	190627	N 160007	Poll	18.1	145		17.9	99.3	-0.6	17.2	3.0	125.7
\$		F	Purchaser									
15	190903	C 150588	Poll	20.3	115		14.5	99.4	0.4	0.5	4.7	112.7
\$		F	Purchaser									
16	190140	150282		19.1	97		18.5	98.5	-0.2	1.8	1.2	104.9
\$		F	Purchaser									
17	190735	A 150459	Poll & O/H Dam	20.2	115		16.5	99.2	-0.2	6.7	9.8	131.4
\$	\$ Purchaser											
18	190636	N 160007	Poll	19.7	97		16.4	98.9	0.1	5.9	6.1	121.8
\$		[	Purchaser									

LOT NO	TAG NO	SIRE	NOTES	MEASU	REMENT	S			EBV'S			
LOT NO	IAGNO	SINE	NOTES	FD	GFW%		CV	CF	YFD	YGFW	YBWT	DP 3.5%
19	190333	ED 150145		19.9	85		16.5	98.8	0.2	-4.7	3.0	102.8
\$	\$Purchaser											
20	190810	C 150588	Poll	21.1	127		18.2	98.7	0.6	6.9	0.1	107.8
\$	\$ Purchaser											
21	190704	A 150459	Poll & O/H Dam	20.8	103		17.1	98.7	0.1	6.0	8.0	126.5
\$		F	Purchaser									
22	190200	170332		19.2	133		19.3	98.3	0.1	9.5	1.3	113.2
\$	\$Purchaser											
23	190619	N 160007	O/H Dam	20.4	121		14.4	99.5	0.5	10.9	6.5	128.4
\$		F	Purchaser									
24	190504	LD 140187		18.8	121		16.1	99.3	-0.6	2.8	4.4	113.6
\$		F	Purchaser									
25	190526	LD 140187		19.0	97		20.2	98.9	-0.5	1.5	-1.1	98.3
\$		F	Purchaser									
26	190137	150282	ET DAM	19.5	97		18.7	98.9	0.1	2.3	1.6	106.4
\$	\$Purchaser											
27	190860	C 150588	Poll	19.4	109		21.0	98.7	0.3	3.9	-3.5	95.3
\$		F	Purchaser									
•												

LOT NO	TAG NO	SIRE	NOTES	MEASU	REMENT	S			EBV'S			
LOT NO	IAGNO	SINE	NOTES	FD	GFW%		CV	CF	YFD	YGFW	YBWT	DP 3.5%
28	190109	150282		20.8	109		16.3	98.9	0.8	7.9	-4.5	97.4
\$ Purchaser												
29	190921	C 150588	O/H Dam	20.6	97		18.8	98.4	0.3	0.7	-0.6	99.1
\$		F	Purchaser									
30	190518	LD 140187		19.6	97		19.4	98.4	-0.2	1.0	0.5	102.0
\$		F	Purchaser									
31	190856	C 150588		20.3	109		17.2	99.1	0.4	3.7	-2.4	98.0
\$		F	Purchaser									
32	190615	N 160007		19.5	109		14.6	99.6	0.2	6.7	9.0	130.1
\$		F	Purchaser									
33	190502	LD 140187		19.2	91		14.8	99.5	-0.2	-2.2	1.5	101.5
\$		F	Purchaser									
34	190301	ED 150145		19.2	109		14.7	99.6	-0.2	-0.6	3.8	109.2
\$		F	Purchaser									
35	190807	C 150588	Poll	21.1	115		15.4	99.4	0.8	4.6	-2.4	99.3
\$Purchaser												
36	190113	150282	ET DAM	19.0	121		17.3	99.1	0.1	7.6	-2.1	102.8
\$		F	Purchaser									
		14								15		

LOT NO	TAG NO	SIRE	NOTES	MEASU	REMENT	S			EBV'S			
LOT NO	IAGNO	SINE	NOTES	FD	GFW%		CV	CF	YFD	YGFW	YBWT	DP 3.5%
37	190236	170332		20.5	115		19.3	99.1	0.4	6.3	1.9	111.4
\$	\$Purchaser											
38	190613	N 160007		20.2	103		16.8	99.0	0.4	8.6	3.1	117.3
\$Purchaser												
39	190413	160415	ET DAM	18.7	115		16.8	99.2	-0.4	4.8	2.1	110.2
\$		F	Purchaser									
40	190702	A 150459	Poll & O/H Dam	18.8	121		16.8	99.3	-0.4	10.2	3.9	120.3
\$		[	Purchaser									
41	190950	Unknown	Poll	18.8	109		17.3	99.6	-0.3	0.8	1.9	105.4
\$		[	Purchaser									
42	190231	170332		21.0	121		15.5	99.0	0.6	8.2	-0.5	107.7
\$		[	Purchaser									
43	190256	170332		20.0	97		19.0	99.1	0.0	3.8	-0.9	101.7
\$		[	Purchaser									
44	190707	A 150459	ET DAM	19.2	109		17.5	99.4	-0.4	7.0	6.5	123.3
\$		[	Purchaser									
45	190731	A 150459	O/H Dam	20.5	115		18.3	99.2	0.4	8.1	7.7	123.6
\$		[	Purchaser									
•												

LOT NO	TAG NO	ANO SIRE NOTES MEASUREMENTS EBV'S										
LOTINO	IAG NO	SINE	NOTES	FD	GFW%		CV	CF	YFD	YGFW	YBWT	DP 3.5%
46	190134	150282		20.8	91		17.5	98.7	0.6	3.2	-1.4	100.3
\$ Purchaser												
47	190106	150282		20.3	97		18.6	98.7	0.4	3.2	-0.7	101.8
\$		F	Purchaser									
48	190218	170332	ET DAM	18.4	91		18.6	99.4	-0.5	-0.8	3.7	108.3
\$		F	Purchaser									
49	190828	C 150588	Poll	20.6	109		17.0	99.2	0.6	1.6	2.2	107.4
\$		F	Purchaser									
50	190369	ED 150145		21.0	85		18.2	98.7	0.8	-3.1	1.8	101.8
\$		F	Purchaser									
51	190912	C 150588		21.4	115		17.0	98.9	0.6	5.5	-2.8	99.0
\$		F	Purchaser									
52	190517	LD 140187		20.1	97		19.3	98.5	0.0	1.6	0.8	103.4
\$		F	Purchaser									
53	190145	150282	O/H Dam	21.5	97		17.7	98.7	0.6	4.9	-2.1	100.1
\$Purchaser												
54	190150	150282		18.7	97		16.1	99.0	0.1	2.0	-0.8	100.2
\$		F	Purchaser									
		18								19		

LOT NO	NO TAG NO SIRE NOTES MEASUREMENTS EBV'S								EBV'S			
LOT NO	IAGNO	SINE	NOTES	FD	GFW%		CV	CF	YFD	YGFW	YBWT	DP 3.5%
55	190425	160415		19.3	97		18.7	98.5	0.0	1.5	3.9	111.2
\$	\$ Purchaser											
56	190345	ED 150145		17.9	109		14.6	100.0	-0.5	-1.6	4.2	109.0
\$	\$Purchaser											
57	190252	170332		19.3	103		17.4	98.6	0.1	2.3	3.2	110.4
\$		F	Purchaser									
58	190119	150282	ET DAM	19.9	109		15.4	99.1	0.4	3.9	2.1	109.6
\$	\$Purchaser											
59	190120	150282		18.9	85		17.7	99.0	-0.3	0.6	-0.7	98.6
\$		F	Purchaser									
60	190405	160415	ET DAM	18.3	97		19.0	99.3	-0.6	4.1	-3.0	96.5
\$		F	Purchaser									
61	190430	160415		19.5	97		16.9	99.0	-0.1	2.1	1.8	106.9
\$		F	Purchaser									
62	190733	A 150459	Poll	18.1	97		14.0	99.6	-0.6	2.2	8.3	126.2
\$	\$ Purchaser											
63	190321	ED 150145		19.3	109		15.8	99.3	0.1	-2.0	6.9	115.6
\$	\$Purchaser											

NOTES NOTES

### Disclaimer

Whilst all care has been taken to provide the most precise figures possible, Trefusis does not accept any responsibility for any deviations to the accuracy or repeatability of those figures. The quality and health of Rams, at time of sale, is the best that Trefusis can offer. They have been thoroughly checked by Veterinarian Paul Nilon. Whilst any misfortune will receive favourable consideration, the principals shall have no liability to any person or entity with respect to any loss, fault, damage or injury arising out of a purchase. Trefusis retains full semen marketing rights on all rams offered.



### LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

#### CHAPTER ONE - PRELIMINARY

- (a) A vendor is bound by these terms and conditions by offering livestock for sale.
   (b) An agent (which includes an auctioneer) is bound by these terms and
- Abuyer is bound by these terms and conditions by bidding at auction
- (a) Anoptica advantage universelemandation universal sequences appeared to a laboration of the laboration and the sequences appeared to the seque des, so far as the Act and context permits, the vendor's stock and statio
- agons.
  When used in these terms the expressions "companion animals" means all arminate originating from a property on a particular day. Where lots are split and sent to multiple establishments, then all of these animals shall be regarded as companions.
- companions. Arms and conditions are subject to legislation or regulation in the State in which he 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 denogate 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

- 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 hancer.
- 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.
- 7. The last price called by the auctioneer at the fall of the hammer shall be the amount at
- In the event of a disputed bid, the auctioneer is the sole arbitrator of the success bidder or the auctioneer may decide to put the lot up again. The auctioneer's decide to put the lot up again. The auctioneer's decide to put the lot up again.
- bid for liveweight selling is 0.2 of acent (\$0.002).
- A bidder shall be deemed to be a principal unless, prior to bidding, the bidder has give to the audioneer a copy of written authority to bid for or on behalf of another person.
- Successful bidders. The actual successful bidder at an auction sale must give to the auctioneer or an employee of the auctioneer at the fall of the hammer:
- (a) The purchaser's name; or (b) The name of the person on w (c) PIC of destination. n m whose hebsifike surressful hidwas and the
- 13. As soon as practicable after the fall of the hammer, the buver shall sign the agreement
- or sale (1889).

  If a Buyer obea not comply with any of these terms and conditions, which includes the nequirements of State law, any stock knocked down to that buyer may be re-add by public auction or private-contact in what veri dats and manner the auctioneer decides. The re-sale may be with or without those and state list with leavy's fails. The buyer is a spoonsible for all loss and expense arising out of a re-sale and is not entitled to any auctions.
- 15. The buyer of livestock must pay the agent the full amount of the purchase price or receipt of a tax invoice. Payment is required prior to delivery unless some other time for payment is specified in a written agreement between the buyer and the auctioneer that was made before the fall of the hammer.
- was made economic tast or the name. Who person may be full made, and the sale, that person has made arrangements satisfactory to the auctioneer for payment for stock purchased. If but in breach of this condition are indeventedly accepted, delivery shall not be given until the purchase more justed and may law, made or pacies to the contany is accordingly the purchase more justed and may but, made or pacies to the contany is accordingly.
- (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 afterweighing. (c) All stock other than cattle sold on a liveweight basis are at the risk and expense
- 18. (a) Subject in this drusse the sales or the fast of the harmer.

  (b) The time for rejection is the time commencing at the fast of the harmer and ending at the fast of.

  (c) The time for rejection is the time commencing at the fast of the harmer and ending at the fast of.

  (d) Delivery latitated by a representative of the buyer.

- (i) Departure of the animal from the our chaser's delivery pers or (ii) Onehourafterthelastanimalis:
- CINTHE CASE OF PRE-SALE WEIGHING SOLD-OR-WITH CLIST OF POST SALE WEIGHING WEIGHT
- (c) During the time for rejection the buyer may reject any animal which is tame, 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.
- (f) If the purchaser rejects an animal during the time for rejection then the sale
- (e) This sub-clause applies 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 ammer, through delivery to and from the scales, to the buyer's delivery pe and on to the buyer's nominated transport. This responsibility ends at the earlier of those cattle boarding the buyer's nominated transport or sunset on the day after the sale. This sub-clause does not apply if the agent makes an

- support to the light of rejection in castee 1o, at collisions also want arises 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
  - Any claim or objection arising out of an error or misdescription in the provision Any cam to object on a sang out of a reliable to inspect in proposition for relevant information in terms of legislation or regulation concerning the National Livestock identification Scheme (NLES) must be made by 500pm or 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 mis description can be made after that time.
- Any statements made by the ventor of the autoinneer 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 lested or scanned on the date scattler company use the second that in the opinion of the surgeon or scanner the
- For cattle, the agent undertakes to make every reasonable effort to ensure that any NLIS cattle device number is transferred from the saleyard account to the purchaser's account on the NLIS database no later than midnight on the
- If delivery is made to, or possession obtained by, the buyer or its representative before full payment of the purchase money, then until full payment is received, the buyer:

  (a) Does not acquire tife to the stock;
- (b) Holds the stock as ballee only for the vendor
- Mustactin afiduciary canacity in its relationship with the vendor
- Must store the stock separately or so that they are readily distinguishable from other stock owned by the buyer;
   Is responsible for the safety and well being of the stock;
- (f) May make a bona fide sale for market value of any or all of the stock. 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 ballee 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 trustfor the vendor.
- ition to clause 20, if payment is not made according to clause 15, but delivery has nade to, or possession obtained by , the buyer or its representative:
- The vendor or its agent may repossess and resell the stock and enter properly owned procupied by the buyer or its representative if necessary to do so; and
- owed concepted by the buyer of in preparetals of infecessary (odes), and of infecesting by begand of the relat waiting hanged by the agent for oversities of infeces and on any amount as which resinous ingularly income and the buyer any of an all any offices and on any offices and on any office and on a single and offices and offices and offices and offices and offices and only offices and only offices and only offices and only offices and offices
- Wherever the audion eer pays the vendor before being paid by the buyer, the part of thein the discrete regulation between the interaction of the parties actionately the staff of the staff of the parties actionately that if injust of the vendor as streamed the trunction streament fully subougated to the auctioneer. Notifying these terms and conditions shall render the auctioneer in any susy whatseever fable to the buyer to several rendering the buyer to several rendering the auctioneer any right the buyer may have against the vendor conditions that
- The auctioner has been retained by the vendors a sudioneer 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 retains to the safety or otherwise of the sale ring, the saleyards and the surrounding environmental.

#### CHARTER THREE . WARRANTY FOR CORRECT DRESCRITATION AND DECLARATION 25. This chapter applies only in the case of livestock and their companion animals sold at

- auction for slaughter when the buyer is the slaughter rand the live stock are transported direct from the sale yard to the meaturors at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells the live stock to a slaunhtener. A slaunhtenerisannnerson who navs the AMPC Processorievy
- Pass ADIS and other regulatory authority requirements and inspections at the

the particular purpose or market; and

- (c) CarryanNLISdeviceinaccordance withStatelaw;
  (d) In the case where a representation has been made in the pre-sale catalogue that the livestock have particular characteristics or are fit for a particular purpose or market, and such representations are based on information in the National Vendor Declaration, the livestock will have those characteristics or will be fit for
- (e) All information in any National Vendor Declaration provided by the vendor is true, complete and correct in all material respects.
- In the event of abreach by the vendor of the vendor's warranty and provided such breach is notified by the buyer to the vendor's agent by 5.00pm on the 7th day after the fall of the hammer then the buyer is not liable to pay the purchase price of such of the vendor's livestock towhich the breach applies.
- However if the breach by the vendor is such that the livestock are not rejected outligh
- 28. Intervent file breach by the extent is such that the livestock are not rejected outlight but are instant downgraded then the byer will purp the value of the livestock at their centility lest and bette use.
  3. In the case of at treach by the vendor of the vendor's warranny then the vendor will also be likely to the buyer for any further losses which the buyer might establish but the buyer will be all reasonable steps in on-operation with the agent and vendor to mights to the feller of the between their annotal furnity or.

- 19. (a) Subject to the right of rejection in Clause 18, all conditions and warranties 30. Where a sentinel animal of alct tests positive for chemical residue, and provided such
  - (a) The buyer will be entitled to delay payment for the price of all livestock in that lot

  - 31 The auctioneer is liable to the huser in respect of any breach of the vendor's warrants

  - arting-point.

    (J. Aye yero, Ly the auctioneer, of transcription of information from the National Vestor Declaration completed by the vestor to the pre-sale catalogue or the buyen posted accumancy.

    (J. Any failure by the auctioneer to noisif the buyer, prior to bidding of lawy beach by the vestor of the accumancy of the vestor of the buyer entailures that the agent severe of such breach prior to the sale; and
  - (c) Any failure by the suctioneer to disclose prior to bidding, and in the pre-sale catalogue, that the vendor has failed to provide a National Vendor Declaration that

- 32. This chapter applies only in the case of cattle and their companion animals sold auction for sloughter when the buyer is the daughter and the cattle are baraport direct from the sale yard to be meatworks at which they are sloughtered. This chapt does not apply if the buyer is taken the subsequently readle to a daughtern A slaughter is any person who pays the AMPC Processor leyy.
- A study general real protons of popular NAFOP Possional Popular Security (Security Value of Security Association) and the study and the study and study and
- and PIC, the date of the certificate, the reason for condemnation and that the reason for condemnation existed prior to the fall of the hammer;
- (b) The certificate is received by the selling agent either in its original form or by fax by 5.00pm on the 7th day after the fall of the hammer; and (c) If the condemnation is due to chemical sesidue the certificate follows testing in an

- - ici Partial Condemnation, o

#### CWARTER ENE J NOTICES DE CHIREN BY STATE I ECISI ATION NSW Legislation

- Property, Stock and Business Agents Act 2002 Warning: Penalties for collusive practices. It is an offence against the Property, Stock and Busines 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:
- To abstain from hidding or
- (i) To bid to a limited extent only; or (ii) 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.

#### A person must not participate in collusive gractices by way of making or receiving an u promiseto abstainfrom bidding, not to bid except to a limited extentor do any other thing

#### Western Australian Legislatio

- Induce or aftempt 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 drawlots to establish who is to become the owner; Abstain or agree to abstain from hidding as a result of such a normise:
- In the case of successful bidder supply wrong information as to the name of the buye to the auctioneer or to any person, firm or corporation on whose behalf the sale is
- The vendor, or any person on behalf of the vendor, or the auctioneer have the right to make



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TREFUSIS MERINO SALE **BUYER'S INSTRUCTION SLIP** 

Trading Name		•••••
Address:		
Telephone No.		
Delivery	<ul><li>(a) Taken Sale Day</li><li>(b) Expected collection date</li></ul>	Yes/No
Insurance Detai	ls	
LOTS PURCHA	ASED	PRICE

NO VERBAL INSTRUCTIONS WILL BE ACCEPTED



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