



Live Online Auction

20-22 AUGUST 2021

Auction Opens: 9am Friday 20th August
Auction Finishes: 3pm Sunday 22nd August

Nutrien
Equine



ROCKING P - PERFORMANCE HORSES OFFERING: 12 LOTS





ROCKING P PERFORMANCE HORSES SALE

LIVE ONLINE AUCTION
20-22 AUGUST 2021

INTERFACED WITH AUCTIONSPLUS

AUCTION OPENS: 9am Friday 20th August
AUCTION FINISHES: 3pm Sunday 22nd August

PRE-SALE INSPECTION DAY:

7th & 8th of August 2021, 8am to 4pm.

49 Claus Road, Haigslea QLD.

**Inspections are by appointment only.*

Please contact Paul Poole regarding inspections days on 0448 125 851

12 REGISTERED HORSES

4 Mares • 3 Broodmares • 3 Stallions • 1 Embryo Transfer • 1 Led Horse

LOT 1	METALLIC CD	PG 12
LOT 2	DULCE BOON (IMP)	PG 14
LOT 3	CATS IN THE CRADLE	PG 16
LOT 4	LITTLE BIT OF HELL	PG 18
LOT 5	SHORTYS LAST DANCER	PG 20
LOT 6	HES OUT OF THE BLU	PG 22
LOT 7	THE MAN IN THE MOON	PG 24
LOT 8	SHES GOT STYLE	PG 26
LOT 9	DANCIN WITH THE DEVIL	PG 28
LOT 10	BOONTIMES LIL DESIRE	PG 30
LOT 11	RUSTY	PG 32
LOT 12	SANNMAN X HICAPEP EMBRYO	PG 34

Nutrien would like to wish all vendors and purchasers every success in the sale.

For more information please contact Nutrien Equine Team:



TAMWORTH	02 6765 5211
Mark Barton	0419 488 256
Darby Smith	0428 658 395



ROCKING P SALE T&C's

FROM THE AGENTS

To the Poole Family, thank you for this opportunity to offer Buyers this high calibre of quality Australian Quarter Horses. A Pre-sale Inspection Day will be held on the 7th & 8th of August 2021, 8am to 4pm. This is an opportunity to see, touch, feel and to organise any vet checks. These inspections are by appointment only with the vendors. Please contact Paul Poole regarding inspections days on 0448 125 851.

BUYER'S GUIDE

This catalogue includes three generations of pedigree to provide Buyers with sufficient breeding information prior to the sale. All horses will be verified by the Australian Quarter Horse Association to ensure all markings and brands match the lots listed in the catalogue. Original horse registration certificates will be held by the AQHA and signed transfers will be supplied for all horses sold. Full disclosure of any vet records/reports upon request.

SALE TERMS

Sales will be made in accordance with ALPA standard terms and AuctionsPlus sale terms and conditions. All Buyers wishing to bid must register online with AuctionsPlus 48 hours prior to sale date at www.auctionsplus.com.au or contact Grace on 0467 422 248 for assistance.

PAYMENT OF ACCOUNTS

Only the following methods of payment will be accepted at the sale:

- Cash
- EFTPOS- excluding American Express/Diners Club Cards (transaction charges at 0.9% apply)
- Pre-approved cheques only;
- Pre-approved letters of introduction only;
- Electronic funds transfer, subject to clearance, made to the following:

Account name: Nutrien Equine

BSB: 062991

Account number: 570399423

Reference: **INV Number (Lot Number/s)**

LETTER OF INTRODUCTION

Buyers wishing to book their purchases from the Rocking P Performance Horses Reduction Sale 2021 to an outside agent or other Nutrien branch will require a letter of introduction from their agent or Nutrien branch authorising Nutrien Tamworth to do this.

Letters of introduction from any previous Nutrien Equine sales do not establish credit for the Rocking P Performance Horses Reduction Sale 2021. A new letter of introduction will be required. Letters of introduction can be emailed to the following address: **darby.smith@nutrien.com.au**

DELIVERY INSTRUCTIONS

Delivery point will be from Vendor's property at Buyer's expense within 7 days from sale day unless other arrangements have been made. Horses must be paid in full prior to being transported.

ALL BUYERS MUST BE PRE-REGISTERED

Rocking P Performance Horses Reduction Sale 2021 operates under a pre-sale buyer Registration System. Nutrien reserves the right to reject any bid taken from an unregistered bidder and re offer the lot for sale. All prospective buyers must be registered with AuctionsPlus and also fill out the Mandatory Buyer Registration form found on the sale page header. For more information, please contact Darby Smith on **0428 658 395**.

PERSON ACTING AS AGENTS

Any persons acting as agents in the purchase of a horse will automatically be responsible for the payment of that horse unless prior arrangements have been made in writing with Nutrien Tamworth.

GST

The knock down price (or sale price) of the horse will be exclusive of GST. (If GST applies it must be added onto the sale price). Buyers will need to check the GST status of the lot or lots that they wish to purchase to determine if GST applies. Each lot in the catalogue will be subjected to GST (add 10% to knock down price). GST details of each lot are according to details supplied to us by Vendors when they nominate their horses for sale and hold no responsibility for incorrect details supplied by the Vendor.

PAYMENT TERMS & INTEREST FEES

Unless prior arrangements made, trading terms are strictly 48 hours from date of sale. Where sales are approved to be debited to a Nutrien Livestock Trading Account, payment terms are strictly 7 days from date of sale after which interest will accrue at a rate of 18%.

HEIGHT REFERENCE

All height references should be taken as a Vendor indication only and cannot be guaranteed. Buyers must therefore take responsibility to satisfy themselves of any horse's actual height.

VETERINARY INSPECTIONS

Potential Buyers wishing to have pre-sale vet inspections/x-rays must be carried out prior to sale with the Vendor's consent.

Important AuctionsPlus User Terms to be aware of for first time users:

Please note, this high level summary does not encompass full AuctionsPlus User Agreement & Sale Terms.

USING THE SYSTEM:

- The AuctionsPlus System is a digital online platform that allows Users to offer, sell and buy Livestock and other commodities in a variety of pricing formats and locations. The Contract of Sale is made directly between the Vendor and Purchaser. AuctionsPlus does not buy, sell, or market any Lot listed for sale and is not party to the sale process of any Lot or any Contract of Sale.
- If after using the AuctionsPlus System, a User directly contacts a Vendor and transacts with the Vendor in relation to a Lot without using the AuctionsPlus System, the Vendor and Purchaser do so at their own risk.

USER RESPONSIBILITIES

- A User who wishes to participate on the AuctionsPlus System must register with AuctionsPlus first by submitting such forms and details as AuctionsPlus may designate from time to time and comply with any applicable terms and conditions of use specified by AuctionsPlus from time to time.
- AuctionsPlus may accept or reject an application in its absolute discretion or impose such conditions as it sees fit from time to time.
- A registered User is bound by any transaction, including a bid at an Auction or in the Bid and Offer System, using his User identification code and his password.
- When a Purchaser buys a Lot from a Vendor, each enters into a Contract of Sale with each other and a legally binding contract is made.
- A bidder may not withdraw a bid. Where the bid was mistakenly placed by the bidder, AuctionsPlus may, in its sole discretion, allow the withdrawal of a bid. If AuctionsPlus permits the withdrawal of a bid the bidder is liable for any difference in price between the withdrawn bid and the bid of any successful underbidder where the underbidder's bid is lower and the underbidder is willing to accept and any associated selling costs if required to relist.
- A bid may not be withdrawn in any circumstances in traditional live Auctions.

DISPUTES

- Subject to the Sale Terms, a dispute about the conduct of an Auction, the sale of a Lot, the fitness for transport of any Livestock, the slaughter of any Livestock subject to a Lot or any other matter must be raised in writing with the other party or AuctionsPlus within 48 hours after receipt of stock via the most reasonable and direct route.
- If the parties are unable to resolve the dispute within fourteen (14) days of it having been raised, the dispute shall be referred in writing to AuctionsPlus for arbitration in accordance with this clause.



AuctionsPlus[®]

Australia's Livestock Marketplace

Can't make the sale?

Purchase online in eight simple steps!

Log on to AuctionsPlus and bid on your phone, tablet or computer.

- 1 REGISTER ONLINE**
Free once off registration for all auctions.
- 2 COMPLETE BUYER INDUCTION**
The buyer induction will help you understand the roles and responsibilities of everyone on the AuctionsPlus system.
- 3 VIEW CATALOGUE**
View photos, videos, pedigrees and more.
- 4 ENTER AUCTION**
Log into the auction anytime, anywhere and bid on your mobile, tablet or computer.
- 5 AUTO BID**
Can't stay for the whole sale? Set your maximum bid on the lot that you want to purchase and let the computer bid for you.
- 6 CONTACT SELLING AGENT**
If successful, contact selling agent to arrange payment and delivery. The agent contact details will be available in the catalogue header.
- 7 PAYMENT**
Via the selling agent's terms and conditions.
- 8 DELIVERY**
Arrange transport of livestock at your expense.

Contact AuctionsPlus on (02) 9262 4222
or email studsales@auctionsplus.com.au
or www.auctionsplus.com.au

Check us out on:    



LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

CHAPTER ONE - PRELIMINARY

1. (a) A vendor is bound by these terms and conditions by offering livestock for sale by auction.

(b) An agent (which includes an auctioneer) is bound by these terms and conditions by conducting an auction sale.

(c) A buyer is bound by these terms and conditions by bidding at auction.

(d) Competition and Consumer Act (Cth) 2010

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

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

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

2. (a) In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors and agents of each of them. The auctioneer, agent, buyer and vendor shall be wholly responsible for the acts and omissions of their respective servants, contractors and agents. The term "auctioneer" includes, so far as the law and context permits, the vendor's agent.

(b) When used in these terms the expressions "companion animals" means all animals originating from the same property on a particular day. Where lots are split and sent to multiple establishments, then all of these animals shall be regarded as companions.

3. The following applies in interpreting these terms and conditions:

(a) The following words have the following meanings:

Fees means all levies, charges, fees, costs and other expenses incurred or relating to these terms and conditions and the sale and purchase of livestock including, without limitation, transaction levies, yard and weigh dues, cartage, advertising and rebates, and whether paid for, or incurred, by the agent; Livestock means animals auctioned pursuant to these terms and conditions; and

Price means the amount at which the lot has been sold to the buyer referred to in clause 7 of these terms and conditions

(i) plus any Fees and other expenses incurred in relation to the purchase of livestock that are payable by the buyer; and

(ii) plus any GST added in accordance with clause 12.

(b) These terms and conditions are subject to legislation or regulation in the State in which the auction is conducted and in the event of any conflict then the legislation or regulation will prevail. The provisions of these terms and conditions are in addition to, and do not derogate from, the duties and rights of vendors, agents and buyers set out in legislation and regulation in the State in which the auction is conducted.

CHAPTER TWO - STANDARD TERMS OF SALE

4. Subject to any reserve price, and to the right, prior to the fall of the hammer, of the vendor to withdraw any lot without declaring the reserve, the highest bidder shall be the buyer.

5. The auctioneer has the right to bid on behalf of the vendor provided that right is notified prior to the commencement of the sale and is subject to State law.

6. A bid cannot be made or accepted after the fall of the hammer unless, in accordance with clause 8, the auctioneer decides to put the lot up again.

7. Prior to the fall of the hammer the auctioneer shall announce the last bid and receive any further bids. The last price called by the auctioneer at the fall of the hammer shall be the amount at which the lot has been sold.

8. In the event of a disputed bid, the auctioneer is the sole arbitrator of the successful bidder or the auctioneer may decide to put the lot up again. The auctioneer's decision is final.

9. The auctioneer may refuse to accept any bid which, in the auctioneer's opinion, is not in the best interest of the vendor and need not give reasons for doing so.

10. A bidder shall be deemed to be a principal unless, prior to bidding, the bidder has given to the auctioneer a copy of written authority to bid for or on behalf of another person.

11. The successful bidder at a livestock auction sale must give to the auctioneer at the fall of the hammer:

- (a) the purchaser's name; or
- (b) the bid card number which identifies the purchaser; or
- (c) the name of the person on whose behalf the successful bid was made; and
- (d) the Property Identification Code (known as the "PIC") of destination.

12. The auction shall be conducted on the basis that the bid price shall be exclusive of Goods and Services Tax (GST). GST shall be added after the fall of the hammer for those sales subject to GST.

13. The vendor warrants;

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

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

14. If a buyer does not comply with any of these terms and conditions, which includes the requirements of State law, any livestock knocked down to that buyer may be re-sold by public auction or private contract in whatever lots and manner the auctioneer decides. The re-sale may be with or without notice and shall be at the buyer's risk. The buyer is responsible for all loss and expense arising out of a re-sale and is not entitled to any resulting profit.

15. The buyer of livestock must pay the agent the full amount of the purchase price in immediate funds on receipt of a tax invoice. Payment is required prior to delivery unless some other time for payment is specified in an agreement between the buyer and the auctioneer that was made before the fall of the hammer. If, before delivery, payment has not been made then clauses 20 to 23 apply.

16. No person may bid unless, prior to the commencement of the sale, that person has made arrangements satisfactory to the auctioneer for payment for livestock purchased. If bids in breach of this condition are inadvertently accepted, delivery shall not be given until the purchase money is paid and any law, rule or practice to the contrary is accordingly negated as far as possible.

17. (a) Livestock 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) Livestock 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 LIVESTOCK

33. 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 livestock 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 livestock for sale that are fit for human consumption. Livestock 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 livestock to which this chapter applies if all of the following are satisfied:

- (a) a certificate is issued by government which states the relevant NLIS RFID tag number and PIC, the date of the certificate, the reason for condemnation and that the reason for condemnation existed prior to the fall of the hammer;
- (b) the certificate is received by the selling agent either in its original form or by fax or electronic communication in the form of data, text or imaging by 5:00pm on the 7th day after the fall of the hammer; and
- (c) if the condemnation is due to chemical residue the certificate follows testing in a government approved laboratory which establishes maximum residue limits in excess of the Australian limit.

37. Owners risk does not apply, and the buyer must pay for the cattle, if the reason for condemnation is any of bruising, fever, partial condemnation or emaciation.

CHAPTER FIVE - NOTICES REQUIRED BY LEGISLATION

NSW Property, Stock and Business Agents Act 2002 Warnings Penalties for collusive practices. It is an offence against the Property, Stock and Business Agents Act 2002 for a person to do any of the following as a result of a collusive practice, or to induce or attempt to induce another person by a collusive practice to do any of the following:

- (i) to abstain from bidding; or
- (ii) to bid to a limited extent only; or
- (iii) to do any other act that might prevent free and open competition. Severe penalties may be imposed on persons convicted of collusive practices. The auctioneer has the right to make one bid on behalf of the vendor if the auctioneer clearly and precisely announces that fact prior to the sale.

Tasmania Legislation. An auctioneer conducting a public auction must not appear to acknowledge the making of a bid if no bid was made. A person must not participate in collusive practices by way of making or receiving an unlawful promise to abstain from bidding, not to bid except to a limited extent or do any other thing which may prevent free and open competition. WA Auction Sales Act 1973 s31 NOTICE.

It is an offence to:

- (i) induce or attempt to induce another person to abstain from bidding by means of a promise, expressed or implied, that the other person will have the right to elect to take over as buyer or to toss or draw lots to establish who is to become the owner;
- (ii) abstain or agree to abstain from bidding as a result of such a promise;
- (iii) knowingly enter or permit or cause to be entered in the auctioneer's record any name other than that of the actual successful bidder;
- (iv) enter in the auctioneer's record the name of the buyer other than that of the actual successful bidder; or
- (v) in the case of successful bidder supply wrong information as to the name of the buyer to the auctioneer or to any person, firm or corporation on whose behalf the sale is conducted.

The vendor, or any person on behalf of the vendor, or the auctioneer have the right to make no more than three bids.



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LIZ SPEED
PHOTOGRAPHY



LOT: 1



METALLIC CD

Q-75862 • 10YRS • 7/10/2011
14.2HH • PTIF MARE • RED ROAN

HIGH BROW HICKORY
 Sire: HIGH BROW CAT
 SMART LITTLE KITTY
SIRE: METALLIC CAT
 PEPTOBOONSMAL
 Dam: CHERS SHADOW
 SHESA SMARTY LENA

CD OLENA
 Sire: CD OLENAS DUALLY
 FRAN O DUALLY
DAM: CD GLO
 DOCS FRECKLES OAK
 Dam: ANNIE OAKLEY
 YULGILBAR PLAYDOC

COMMENTS: METALLIC CD was the 2016 Open Derby Champion. She has also found herself in multiple Open & Non Pro finals over the years. CD is an easy going mare with a beautiful nature. She is currently PTIF to STEVIE REY VON. If you want some mare power to add to your breeding program, here she is!

BUYER: PRICE:





LOT: 2



DULCE BOON (IMP)

Q-62500 • 16YRS • 2/2/2006
15.1HH • PTIF MARE • RED ROAN

DOC OLENA
Sire: SMART LITTLE LENA
SMART PEPPY
SIRE: DULCES SMART LENA
PEPPY SAN BADGER
Dam: LITTLE BADGER DULCE
SANDIA DULCE

PEPPY SAN BADGER
Sire: PEPTOBOONSMAL
ROYAL BLUE BOON
DAM: PINK N BOON
DOC OLENA
Dam: SAPPHIRE LENA
GAY SAPPHIRE

COMMENTS: The only DULCES SMART LENA mare to be imported to Australia. A beautiful broodmare that would be an asset to the serious breeder. She is the Dam of the NCHA Victorian Futurity Champion, DULCE MERADA LENA. Currently PTIF to DONT STOP BELIEVIN. This mare is also the dam of Lot 9 DANCIN WITH THE DEVIL. Don't miss a great opportunity to own this mare!

BUYER: PRICE:



LOT: 3



CATS IN THE CRADLE

**Q-72688 • 11YRS • 18/9/2010
15.1HH • BROODMARE • CHESTNUT**

HIGH BROW HICKORY
Sire: HIGH BROW CAT
SMART LITTLE KITTY
SIRE: INTRICATOLENA
COLONEL FRECKLES
Dam: MS COLONEL
FAITH HANCOCK

DOC O'LENA
Sire: SHORTY LENA
MOIRA GIRL
DAM: SHORTYS BADGERLENA
GAY BAR KING
Dam: GAY BADGERETTE
MISS AMY EIGHT

COMMENTS: CATS IN THE CRADLE was the NCHA Open Futurity Reserve Champion as well as the Geurie Open Derby Reserve Champion. She has been a part of a successful embryo program as well as carried naturally. She will be sold with a re breed to HAZELWOOD CONMAN. She is a beautiful big mare standing at 15.1hh. She is the dam of Lot 7 THE MAN IN THE MOON.

BUYER: **PRICE:**



LOT: 4



LITTLE BIT OF HELL

**Q-86258 • 5YRS • 9/10/2016
15HH • MARE • CHESTNUT**

HIDAS LITTLE PEP

Sire: MECOM BLUE

ROYAL BLUE BOON

SIRE: DESIRES BLUE TRINITY

SMART LITTLE LENA

Dam: DESIRES SMART LENA

DESIRE SOME FRECKLES

SMART LITTLE LENA

Sire: DMAC DADDY

MOMS STYLISH KAT

DAM: GIVEM HELL

DOC'S SPINIFEX

Dam: ONE HELLOFA SPIN

ROCS STARDUST

COMMENTS: Cutting trained by Jamie Seccombe. Rain is a delight to have around. She has been lightly shown through her Futurity and Derby year. She is a big, well conformed mare that could easily transition into Campdrafting. She is fully sound and ready to continue her show career. Ready for the serious competitor.

BUYER: **PRICE:**



LOT: 5



SHORTYS LAST DANCER

**Q-95603 • 7YRS • 9/11/2014
14.2HH • STALLION • GREY**

PEPTOBOONSMAL

Sire: PEPTOS STYLISH OAK

MOMS STYLISH KAT

SIRE: ONE STYLISH PEPTO

DOC'S SPINIFEX

Dam: ONE MOORE SPIN

ONE MOORE ROC

DOC O'LENA

Sire: SHORTY LENA

MOIRA GIRL

DAM: SHORTYS BADGERLENA

GAY BAR KING

Dam: GAY BADGERETTE

MISS AMY EIGHT

COMMENTS: One for the serious competitor! 4 Campdraft starts & 4 finals. As well as 2 highest cut outs. Finalist at Australia's Greatest Horseman with the highest score in the cow work. Has scored 75's for the win in Snafflebit Cutting as well. This 6yo stallion is only just getting started. With quality bloodlines from his Dam side in SHORTYS BADGERLINA & his sire being the well renowned ONE STYLISH PEPTO. He has spectacular confirmation and wonderful temperament. He is the whole package.

BUYER: **PRICE:**



LOT: 6



HES OUT OF THE BLU

**Q-96981 • 4YRS • 16/10/2017
14.2HH • STALLION • RED ROAN**

PEPPY SAN BADGER

Sire: PEPTOBOONSMAL

ROYAL BLUE BOON

SIRE: ONCE IN A BLU BOON

DUAL PEP

Dam: AUTUMN BOON

ROYAL BLUE BOON

DOC O'LENA

Sire: CD OLENA

CD CHICA SAN BADGER

DAM: DOCS BECKY OLENA

FRECKLES PLAYBOY

Dam: BECKYS COVERGIRL

DOCS BECKY

COMMENTS: HES OUT OF THE BLU has exceptional breeding and is very cowy. He moves well, showing wonderful potential and was set to compete at the NCHA Snafflebit Futurity. Since this has been postponed he will be sold with this entry.

BUYER: **PRICE:**



LOT: 7



THE MAN IN THE MOON

Q-96982 • 4YRS • 17/10/2017
15.1HH • STALLION • CHESTNUT

PEPTOBOONSMAL

Sire: PEPTOS STYLISH OAK

MOMS STYLISH KAT

SIRE: ONE STYLISH PEPTO

DOC'S SPINIFEX

Dam: ONE MOORE SPIN

ONE MOORE ROC

HIGH BROW CAT

Sire: INTRICATOLENA

MS COLONEL

DAM: CATS IN THE CRADLE

SHORTY LENA

Dam: SHORTYS BADGERLENA

GAY BADGERETTE

COMMENTS: THE MAN IN THE MOON is green, however is already showing exceptional potential in the cutting pen. He has beautiful movement on a cow and has great confirmation, height and rein.

BUYER: PRICE:



LOT: 8



SHES GOT STYLE

Q-97034 • 3YRS • 28/10/2018
14.1HH • MARE • BAY

PEPPY SAN BADGER

Sire: PEPTOBOONSMAL

ROYAL BLUE BOON

SIRE: PEPTO STYLISH OAK

DOCS STYLISH OAK

Dam: MOMS STYLISH KAT

PLAYBOYS MOM

DUAL PEP

Sire: DUAL JAZZ

JAZABELL QUIXOTE

DAM: TRUCLASS WHOOP WHOOP

GALLO DEL CIELO

Dam: DARLIN LIL ROOSTER

DARLING SHORTY

COMMENTS: SHES GOT STYLE is very quiet and is easy to handle. She is green but has a great mind and is improving daily. Would definitely be competitive in the Campdraft and Challenge scene.

BUYER: PRICE:



LOT: 9



DANCIN WITH THE DEVIL

**PENDING-3YRS • 8/11/2018
14.2HH • MARE • CHESTNUT**

HIGH BROW HICKORY
 Sire: HIGH BROW CAT
 SMART LITTLE KITTY
SIRE: TAPT DANCIN CAT
 DUAL PEP
 Dam: TAPT TWICE
 TAP O LENA

SMART LITTLE LENA
 Sire: DULCES SMART LENA
 LITTLE BADGER DULCE
DAM: DULCE BOON (IMP)
 PEPTOBOONSMAL
 Dam: PINK N BOON
 SAPPHIRE LENA

COMMENTS: DANCIN WITH THE DEVIL is a solid mare that is ready to excel. She has had some cutting training is progressing nicely. Her brother is NCHA Victorian Futurity Champion, DULCE MERADA LENA.

BUYER: **PRICE:**



LOT: 10



BOONTIMES LIL DESIRE

**PENDING • 5YRS • 12/9/2016
14.1HH • MARE • CHESTNUT**

DOC O'LENA

Sire: SMART LITTLE LENA

SMART PEPPY

SIRE: DESIRES LITTLE REX

FRECKLES PLAYBOY

Dam: DESIRE SOME FRECKLES

GENUINE DESIRE

PEPTOBOONSMAL

Sire: BOONLIGHT DANCER

LITTLE DANCER LENA

DAM: TRUCLASS BOONTIME

SMART LITTLE LENA

Dam: SMART LENA SUNETA

LITTLE PEPPYS SUNETA

COMMENTS: BOONTIMES LIL DESIRE is an unshown mare with potential to start her career in either Campdrafting or Challenge. She is cowy, very level movement and has had no issues with soundness.

BUYER: **PRICE:**



LOT: 11



RUSTY

**UNREGISTERED • 2YRS • 21/03/2020
COLT • RED ROAN**

HIGH BROW HICKORY
 Sire: HIGH BROW CAT
 SMART LITTLE KITTY
SIRE: METALLIC CAT
 PEPTOBOONSMAL
 Dam: CHERS SHADOW
 SHESA SMARTY LENA

DOC OLENA
 Sire: SMART LITTLE LENA
 SMART PEPPY
DAM: FINELY TUNED
 DOCS HICKORY
 Dam: HICAPOO
 SUPER POO

COMMENTS: This colt is ready to break in this year. He comes from exceptional breeding on both sides, which has blessed him with great movement. He is good to trim, tie up, catch, and rug. He is able to be registered, but will be sold unregistered.

BUYER: **PRICE:**

LOT: 12



SANNMAN X HICAPEP EMBRYO

EMBRYO TRANSFER • DUE 9/11/2021

HIGH BROW CAT
 Sire: METALLIC CAT
 CHERS SHADOW
SIRE: SANNMAN
 SMART LITTLE LENA
 Dam: THE SMART LOOK
 DOX ROYAL SMOKE

PEPPY SAN BADGER
 Sire: DUAL PEP
 MISS DUAL DOC
DAM: HICAPEP (IMP)
 DOCS HICKORY
 Dam: HICAPOO
 SUPER POO

COMMENTS: HICAPEP has produced earnings over \$150,000 and is the Dam of Nine Lives Left by High Brow Cat. SANNMAN himself was a fantastic show horse. He is now starting to produce some Champions himself. This is an amazing opportunity to purchase some great genetics!

BUYER: PRICE:



LIZ SPEED
PHOTOGRAPHY



Thank you

**FROM
PAUL POOLE AND FAMILY**