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Farm Insurance



Ram Sale

Hamilton (Vic.) Showgrounds

86 Rams

13 Pens of Five 5 Pens of Three
2 Pens of Corriedales

Sale commences 10.00 am
TUESDAY 2nd AUGUST 2022

Inspections from
MONDAY 1st AUGUST 2022

**Judging in Pens of Three and Five
10.00 am Monday, 2nd August**

All rams to be judged in the pen, the top 5 pens of short and long wool rams to be brought onto the show floor for the judging and will be placed 1st – 3rd.

This will be presented at the beginning of the ram sale auction on Tuesday.





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Arrange transport of livestock at your expense.

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Check us out on:    

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BENNMANN

D.A. & C. Bennett

438 Dickens Road, Everton Upper 3678

0413415495 (Dean) 0428152626 (Adam)

email: bennmann@bigpond.com

Rainfall: 700mm

Flock No.: 5054

Micron Av: 18.5

Vaccinating with Guidair for 15 years

Rams are Vet checked yearly & test Brucellosis negative.

Bennmann's core focus is to deliver productive Australian Merino Sheep. We breed our sheep, keeping in mind the characteristics that make merinos desirable and profitable. The outcome is sheep with extremely soft, well defined crimping white wools on a substantial meaty frame.

The recent acquisition of rams from Moorundie Poll has enhanced our overall body size and constitution. These along with Moorundie Park & Glenlea Park Poll ram genetics are further strengthening the attributes of frame, constitution and nourished wools adding a comprehensive foundation, which stand up in a high rainfall district. Including the addition of Stud Ewes from Moorundie Poll, has added to our expanding nucleus.

LANGDENE STUD

Langdene Merino Stud was established in 1981 and Langdene Poll Merino Stud followed with registration in 2016.

Situated in Central Western NSW, our properties consist principally of red basalt soil, which is 95% arable. We operate a three-year cropping rotation, and plant predominantly to lucerne. Our annual rainfall is 600mm.

Langdene Merino Stud features a base of 2000 stud ewes. We undertake an annual AI Program of 1200 stud ewes and two comprehensive ET programs, each enabling us to utilise our top genetics.

Our adult Merinos cut an average 7.9kg per year of 18.4 micron wool.

In varying climatic conditions throughout Australia, New Zealand, Argentina and Uruguay, many stud and commercial breeders have successfully introduced Langdene genetics, by either semen or rams to improve fleece weight, wool quality and, to increase body size and growth rates, whilst lowering or maintaining the micron in their flocks.

We are proud of the merinos we breed and frequent fleece & ewe competitions and sire evaluations with the confidence that our breeding principles result in high quality sheep and wool.

Our On Property Ram Sale will take place on Friday 23rd September 2022.

For further information, contact us:

Ph: 02-6375 1972 Garry: 0427-456 125 Email: garry@langdene.com.au

www.langdene.com.au

MERRYVILLE

Merryville Stud was founded in 1903 by the late Sir Walter Merriman and is in the unique position of having maintained management, selection and classing in a father/son relationship for the last 119 years.

Merryville rams are available throughout the year at all major multi-vendor sales as well as at the stud's On-Property Ram Sale on Friday 9 September 2022. Flock rams are also available from mid-September each year.

Enquiries can be directed to Wal Merriman on 0427 008 843, George Merriman 0428 853 282 or your agent.

NERSTANE MERINO STUD

The McLaren family established Nerstane Merino Stud in 1965. The Nerstane merino breeding flock comprises of 4000 ewes with 1800 stud ewes.

The property is 1100 metres above sea level situated in the Southern New England area of North East NSW with an 800mm summer predominant rainfall.

Nerstane merinos are bred to maximise commercial productivity by producing large framed, heavy cutting easy care sheep bred in high summer rainfall. The Nerstane personalised breeding objective will:

- Reduce fibre diameter by 1.7 microns in 10 years.
- An increase of 6% Clean Fleece Weight.
- A 3kg gain in Body Weight.
- A Reduction in Faecal egg counts 25%.
- All rams on the place have been objectively measured and indexed according to these figures plus stringent classing and scoring on visual confirmation and wool traits.
- We display ASBV's on all rams

Annual On-Property Ram sale is held on the last Friday in January selling 200 rams on the day. Also selling stud rams at Armidale in February, Bendigo in July with Hamilton and Dubbo sales in August.

PRINCIPALS: John, Hamish & Jock McLaren

PHONE NOs: 0429772778 or 0429775891

Website: www.nerstane.com.au

Email: info@nerstane.com.au

STOCKTON MERINO STUD

Stockton Merino Stud was founded in April 1974 with ewes and rams from Merryville Stud.

Stockton from the late 1980's to the early 2000's did extensive ET & AI to develop a sheep with early maturity, large frame, plain body with bright long crimped wool. In the last 10 years the stud changed to poll sheep, this has been very beneficial to the stud, we are breeding a true dual purpose sheep with young sheep growing an average of 12m of wool per month with a body weight of 6 to 10kg per month. We are now shearing at 9 months of wool growth. The mature ewes cut an average of 5 kg with the length averaging 77mm for the 8 months. With the sheep being plain bodied there is little or no need for mulesing, we have clients who have not mulesed for 15 years.

The stud has been doing Merino Select ASBV for 5 years with some very good results, especially the carcass results, with scanning we have found we have very inherent intra-muscular fat trait in our stuff. 5 year clip average micron 17.4

YARRAWONGA

Yarrowonga Stud was founded in 1971. The stud now sells rams to all wool growing areas of Australia. All rams are sold with complete ASBVs and all sheep are DNA tested at lamb marking.

The Yarrowonga Plus family has been formed with the purchase of 200 leachim Ewes and 2 rams. These were joined to Yarrowonga rams to produce productive and water proof wools on a dual purpose merino. Also purchased A150 from Anderson Merino's in Western Australia for \$21,000. These sheep are unmulesed and are highly adaptable to all environments.

Yarrowonga on property Ram Sale will be held on the 12th September with 300 rams on offer. Free delivery.

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 **YARRAWONGA**
MERINO



ON PROPERTY SALE 280 Rams | Monday 12 September 2022 | 1pm | Cunningham Plains | Harden NSW

Steve Phillips 0427 863 128 | Ben Patrick 0428 984 699 | Damien Meaburn 0419 970 009 | www.yarrawongamerino.com.au



LONG WOOL

“MERRYVILLE”

On A/c Wal & George Merriman, Boorowa, NSW

LOT	TAG	AGE	MIC	SD	CV	CF	SF
1	A23828	23 Mths	16.6	2.6	15.7	99.6	15.5
	Buyer				Price		
2	A23834	23 Mths	16.2	3.1	19.1	99.9	15.5
	Buyer				Price		
3	A23841	23 Mths	18.7	2.6	13.9	99.8	17.3
	Buyer				Price		
4	A23836	23 Mths	17.2	2.8	16.3	99.7	16.1
	Buyer				Price		
5	A23820	23 Mths	17.3	2.7	15.6	99.6	16.1
	Buyer				Price		

“CORYULE”

On A/c R & P Sloan, Willowvale, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
6	A30276	24 Mths	18.8	2.9	15.4	99.8	17.5
	Buyer				Price		
7	A30277	24 Mths	17.4	3.5	20.1	99.6	16.8
	Buyer				Price		
8	A30275	24 Mths	19.0	2.6	13.7	99.8	17.5
	Buyer				Price		
9	A30273	26 Mths	18.5	3.2	17.3	99.6	17.5
	Buyer				Price		
10	A30280	24 Mths	19.2	2.9	15.1	99.6	17.9
	Buyer				Price		

“LANGDENE”

On A/c Langdene Past Co., Dunedoo, NSW

LOT	TAG	AGE	MIC	SD	CV	CF	SF
11	A23445	25 Mths	19.1	2.6	13.6	99.7	17.6
	Buyer				Price		
12	A23453	26 Mths	19.9	3.2	16.1	99.4	18.6
	Buyer				Price		
13	A23443	25 Mths	17.9	2.6	14.5	99.7	16.6
	Buyer				Price		
14	A23438	25 Mths	17.2	2.5	14.5	99.7	15.9
	Buyer				Price		
15	A23444	24 Mths	17.0	2.6	15.3	99.9	15.8
	Buyer				Price		

Ram generously donated by
Montarna SheepMaster Stud

Raising funds for
RIDING FOR THE DISABLED



Gary & Judy Doyle
 judy.farrelly@bigpond.com
 0408 246 720
 0408 221 059

30 Habels Road
 Yulecart, Vic 3301



SHORT WOOL

“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
16	M8505	15 Mths	18.8	3.0	16.0	99.8	17.6
	Buyer				Price		
17	M8507	15 Mths	20.3	3.6	17.7	98.2	18.4
	Buyer				Price		
18	M8468	15 Mths	21.1	3.6	17.1	98.4	19.9
	Buyer				Price		
19	M8471	15 Mths	19.7	3.1	15.7	99.5	18.4
	Buyer				Price		
20	M8492	15 Mths	22.6	3.2	14.2	98.9	20.9
	Buyer				Price		

“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
21	M38510	15 Mths	18.7	3.0	16.0	100	17.5
	Buyer				Price		
22	M38512	15 Mths	19.2	2.7	14.1	99.9	17.7
	Buyer				Price		
23	M38454	15 Mths	20.8	3.9	18.8	97.3	19.9
	Buyer				Price		
24	M3890	15 Mths	19.1	3.3	17.3	99.7	19.2
	Buyer				Price		
25	M3896	14 Mths	20.7	2.9	14.0	99.5	19.1
	Buyer				Price		



“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
26	M38459	15 Mths	18.2	2.8	15.4	99.7	17.0
	Buyer				Price		
27	M38461	15 Mths	18.6	3.4	18.3	99.4	17.7
	Buyer				Price		
28	M38462	15 Mths	19.2	3.6	18.8	99.3	18.3
	Buyer				Price		
29	M38494	15 Mths	19.1	2.7	14.1	99.8	17.6
	Buyer				Price		
30	M38495	15 Mths	16.6	3.0	18.1	99.9	15.8
	Buyer				Price		

“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
31	M38508	15 Mths	20.0	2.7	16.5	99.6	18.4
	Buyer				Price		
32	M38453	15 Mths	19.5	3.2	16.4	99.8	18.3
	Buyer				Price		
33	M38466	15 Mths	20.9	2.9	13.9	99.6	19.3
	Buyer				Price		
34	M38477	15 Mths	20.9	2.9	13.9	99.6	19.3
	Buyer				Price		
35	M38493	15 Mths	19.1	2.5	13.1	99.8	17.5
	Buyer				Price		

“NERSTANE”

On A/c Hamish & Jock McLaren, Woolbrook, NSW

LOT	TAG	AGE	MIC	SD	CV	CF	SF
36	M22078	24 Mths	17.3	2.4	13.9	99.8	16.0
	Buyer				Price		
37	M22776	24 Mths	19.2	2.6	13.5	99.8	17.7
	Buyer				Price		
38	M22774	24 Mths	19.3	2.9	15.0	99.5	17.9
	Buyer				Price		
39	M22772	24 Mths	19.2	2.6	13.5	99.8	17.7
	Buyer				Price		
40	M22775	24 Mths	18.7	2.7	14.4	99.8	17.3
	Buyer				Price		



“PENDARRA POLL”

On A/c K. W. & J. A. Pendergast, Benambra, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
41	M37835	15 Mths	19.6	2.5	12.8	99.9	18.0
	Buyer				Price		
42	M37778	15 Mths	18.2	2.8	15.4	99.7	17.0
	Buyer				Price		
43	M37723	15 Mths	16.8	2.7	16.1	99.9	15.7
	Buyer				Price		
44	M37716	15 Mths	17.5	2.9	16.6	99.8	16.4
	Buyer				Price		
45	M37816	15 Mths	18.5	2.4	13.0	99.8	17.0
	Buyer				Price		

“RIDGWAY POLL”

On A/c Ridgway Proprietors, Lameroo, SA

LOT	TAG	AGE	MIC	SD	CV	CF	SF
46	M58264	15 Mths	19.4	3.3	17.0	99.7	18.3
	Buyer				Price		
47	M58288	15 Mths	20.0	2.9	14.5	100	18.5
	Buyer				Price		
48	M58252	15 Mths	19.5	3.1	15.9	99.8	18.2
	Buyer				Price		
49	M58293	14 Mths	20.6	3.0	14.6	99.8	19.1
	Buyer				Price		
50	M58273	15 Mths	18.2	2.9	15.9	99.8	17.0
	Buyer				Price		

“ORRIE COWIE”

On A/c HMV & DT Dalla, Warooka, SA

LOT	TAG	AGE	MIC	SD	CV	CF	SF
51	22M59328	13.5 Mths	19.3	3.0	15.5	99.3	18.0
	Buyer				Price		
52	22M59390	13.5 Mths	19.3	3.0	15.5	99.6	18.0
	Buyer				Price		
53	22M59327	13.5 Mths	20.1	2.9	14.4	99.6	18.6
	Buyer				Price		
54	22M59333	13.5 Mths	19.6	2.7	13.8	99.9	18.1
	Buyer				Price		
55	22M59369	13.5 Mths	20.4	3.3	16.2	99.4	19.1
	Buyer				Price		



“KERRILYN POLL”

On A/c Norm Kerri Weir, Dunluce, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
56	22M38697	15 Mths	18.2	3.1	17.0	99.7	17.2
	Buyer				Price		
57	22M38688	15 Mths	18.7	3.2	17.1	99.4	17.6
	Buyer				Price		
58	22M38689	15 Mths	19.9	3.2	16.1	99.4	18.6
	Buyer				Price		

“THE FRINGE”

On A/c John W. Freeman, Briagolong, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
59	M39055	14 Mths	16.3	2.5	15.3	99.8	15.2
	Buyer				Price		
60	M38106	14 Mths	15.8	2.6	16.5	99.8	14.8
	Buyer				Price		
61	M39050	14 Mths	15.2	2.7	17.8	99.9	14.4
	Buyer				Price		
62	M38120	14 Mths	16.2	2.4	14.8	99.9	15.0
	Buyer				Price		
63	M38118	14 Mths	15.9	2.3	14.5	99.9	14.7
	Buyer				Price		

“BENNMANN”

On A/c DA & C Bennett, Everton Upper, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
64	M37349	15 Mths	17.5	2.3	13.1	99.8	16.1
	Buyer				Price		
65	M37356	15 Mths	18.0	3.0	16.7	99.7	16.9
	Buyer				Price		
66	M37341	15 Mths	17.6	2.7	15.3	99.9	16.4
	Buyer				Price		



“FOREST SPRINGS”

On A/c Forest Springs Pastoral Co., Joel Joel, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
67	38941	15 Mths	20.4	2.9	14.2	99.6	18.9
	Buyer				Price		
68	38926	15 Mths	19.7	2.9	14.7	99.9	18.3
	Buyer				Price		
69	38935	15 Mths	18.4	2.9	15.8	99.7	17.2
	Buyer				Price		
70	38943	15 Mths	18.9	3.0	15.9	99.3	17.7
	Buyer				Price		
71	38945	15 Mths	17.8	2.7	15.2	99.9	16.6
	Buyer				Price		

“YARRAWONGA POLL”

On A/c Yarrawonga Pastoral, Harden, NSW

LOT	TAG	AGE	MIC	SD	CV	CF	SF
72	M22341	13 Mths	17.7	2.6	14.6	99.6	16.4
	Buyer				Price		
73	M22308	13 Mths	18.8	3.6	19.2	99.3	16.0
	Buyer				Price		
74	M22323	13 Mths	17.2	2.8	16.1	99.4	16.1
	Buyer				Price		

“YARRAWONGA POLL”

On A/c Yarrawonga Pastoral, Harden, NSW

LOT	TAG	AGE	MIC	SD	CV	CF	SF
75	M22318	11 Mths	18.2	2.3	12.5	99.6	16.6
	Buyer				Price		
76	M22352	11 Mths	17.4	2.7	15.7	99.2	16.3
	Buyer				Price		
77	M22315	11 Mths	16.3	2.9	17.5	99.2	15.4
	Buyer				Price		



“STOCKTON”

On A/c AH & JG Stewart Pty Ltd, Hillside, VIC

LOT	TAG	AGE	MIC	SD	CV	CF	SF
78	M37879	14 Mths	17.7	2.2	12.4	99.9	16.2
	Buyer				Price		
79	M37881	14 Mths	16.3	2.2	13.5	100	15.0
	Buyer				Price		
80	M37884	14 Mths	18.3	2.7	14.8	99.7	17.0
	Buyer				Price		



CORRIEDALES

“BLACKWOOD”

On A/c P. J. & S. D. Blackwood Pty Ltd, Evandale, TAS

LOT	TAG	MWP+	PWT	MWWT	YGFW	YFD	PEMD	PFAT	WR	MIC
81	210088	158.01	5.49	0.93	2.14	-2.57	0.74	-0.71	0.07	25.7
Buyer						Price				
82	200097	169.12	7.38	0.87	7.83	-4.30	-0.12	-0.42	0.05	25.2
Buyer						Price				
83	200063	175.56	7.78	1.10	4.47	-3.44	0.47	0.18	0.10	27.7
Buyer						Price				

“BLACKWOOD”

On A/c P. J. & S. D. Blackwood Pty Ltd, Evandale, TAS

LOT	TAG	MWP+	PWT	MWWT	YGFW	YFD	PEMD	PFAT	WR	MIC
84	200063	172.41	6.03	1.25	0.28	-4.13	1.28	0.24	0.09	24.7
Buyer						Price				
85	190106	167.40	6.56	1.65	7.60	-3.23	0.39	-0.29	0.05	26.6
Buyer						Price				
86	190106	162.34	6.25	0.91	8.43	-3.87	-0.22	-0.39	0.05	26.1
Buyer						Price				

Leaders in greasy wool exports - year after year

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PAVILION**



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www.techwool.com.au



Your drenching choices have now been made easy. Virbac has the latest regional data on drench resistance. For the latest on how your drench program stacks up see Virbac at our new sites 122 and 124 at Sheepvention - July 31st to August 2nd.



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Ovastim has been shown to **INCREASE LAMBING RATES** by an average of



Multimin has been shown to **INCREASE THE NUMBERS OF LAMBS MARKED** by an average of



Multimin has been shown to **INCREASE WEANING WEIGHT** by an average of



Find out how the Target Repro program can work for you and increase the profitability of your sheep enterprise. Visit Virbac at our new sites 122 & 124 at Sheepvention - July 31st to August 2nd.

References: 1. Geldard, H. et al. (1984). Immunisation of ewes with polyandroalbumin to improve fecundity. *Aust. Vet. J.* 61(4):130-2.2. Gonzalez-Rivas P.A., Swaney S., Evans R., Chambers M., Liu J. (2021) Effect of a trace mineral injection before joining and lambing on conception rate, marking rate and lamb weights in diverse farms in Victoria. *Animal Production in Australia* 33, coxviii.

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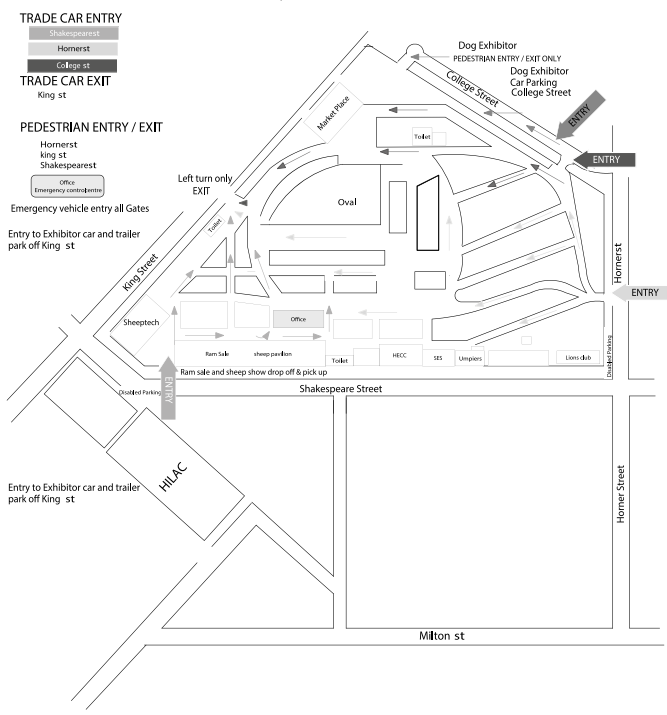
BUYERS

PLEASE NOTE:

FOR COLLECTION OF PURCHASES SEE MAP

12PM TUESDAY

SheepventionTraffic Control





BUYERS INSTRUCTION SLIP

(TO BE FILLED IN AND HANDED TO THE INSTRUCTION OFFICE BEFORE LEAVING SALE)

NAME

ADDRESS

TELEPHONE

SEND ACCOUNT TO

LOTS PURCHASED NO.

PRICE

NO. PRICE

NO. PRICE

NO. PRICE

NO. PRICE

NO. PRICE

NO. PRICE

CONSIGN TO

INSURE FOR

SIGNATURE OF BUYER

DATE

SPECIAL NOTE TO BUYERS

IN THE INTEREST OF BUYERS, AND TO PREVENT THE OCCURENCE OF MISTAKES, ALL INSTRUCTIONS CONCERNING THE DELIVERY AND TRUCKING OF STOCK MUST BE GIVEN IN WRITING AND SIGNED BY THE BUYER OR HIS AGENT.



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.
2. (a) In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors, 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. 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. As soon as practicable after the fall of the hammer, the buyer shall if requested by the agent, sign the agreement for sale.
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 a written agreement between the buyer and the auctioneer that was made before the fall of the hammer. If, before delivery, payment has not been made then clauses 20 to 23 apply.
16. No person may bid unless, prior to the commencement of the sale, that person has made arrangements satisfactory to the auctioneer for payment for livestock purchased. If bids in breach of this condition are inadvertently accepted, delivery shall not be given until the purchase money is paid and any law, rule or practice to the contrary is accordingly negated as far as possible.
17.
 - (a) Cattle sold on a liveweight basis that are weighed pre-sale are at the risk and expense of the buyer upon the fall of the hammer.
 - (b) Cattle sold on a liveweight basis that are weighed post-sale are at the risk and expense of the buyer immediately after weighing.
 - (c) All livestock other than cattle sold on a liveweight basis are at the risk and expense of the buyer upon the fall of the hammer.
18.
 - (a) Subject to this clause the sale is complete on the fall of the hammer.
 - (b) The time for rejection is the time commencing at the fall of the hammer and ending at the first of:
 - (i) delivery is taken by a representative of the buyer;
 - (ii) departure of the animal from the purchaser's delivery pen; or
 - (iii) one hour after the last animal is:
 - a. in the case of pre-sale weighing, sold; or
 - b. in the case of post-sale weighing, weighed.
 - (c) During the time for rejection the buyer may reject any animal which is lame, blind or diseased where that condition existed prior to the fall of the hammer but could not be reasonably observed when the animal was in the selling pen.
 - (d) If the purchaser rejects an animal during the time for rejection then the sale of that animal is cancelled and the animal is returned to the vendor or sold on such terms as any buyer and the agent may agree, after the agent has disclosed the reason for rejection to that buyer.
 - (e) This sub-clause 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, through delivery to and from the scales, to the buyer's delivery pen 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 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. In addition to clause 20, if payment is not made according to clause 15, but delivery has been made to, or possession obtained by, the buyer or its representative:
 - (a) The vendor or its agent may repossess and resell the livestock and enter property owned or occupied by the buyer or its representative if necessary to do so; and
 - (b) Interest may be charged at the rate usually charged by the agent for overdue accounts on any amounts which remain owing at any time.
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 23.6 the agent is subrogated to all rights of the vendor under these terms and conditions against the buyer.
- 23.4. Title to the livestock does not pass to the agent or a nominee of the agent unless the agent, by written notice to the vendor, notifies the vendor that it is to be transferred to the agent or a nominee of the agent.
- 23.5. 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.
- 23.6. 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).
- 23.7. 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.
- 23.8. 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.
- 23.9. 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.
- 23.10. 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 DAFF and other regulatory authority requirements and inspections at the time of slaughter; (DAFF refers to the Federal Government Department of Agriculture, Fisheries and Forestry)
 - (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 the NVD, the livestock will have those characteristics or will be fit for the particular purpose or market; and
 - (e) all information in any NVD provided by the vendor is true, complete and correct in all material respects.
28. In the event of a breach by the vendor of the vendor's warranty and provided such breach is notified by the buyer to the agent by 5:00pm on the 7th day after the fall of the hammer then the buyer is not liable to pay the portion of the Price of such of the vendor's livestock to which the breach applies.
29. However if the breach by the vendor is such that the livestock are not rejected outright but are instead downgraded then the buyer will pay the value of the livestock at their next highest and best use.
30. In the case of a breach by the vendor of the vendor's warranty then the vendor will also be liable to the buyer for any further losses which the buyer might establish but the buyer will take all reasonable steps in co-operation with the agent and vendor to mitigate both the effect of the breach and the amount of any loss.
31. Where a sentinel animal of a lot tests positive for chemical residue, or foreign material contamination and provided such test is certified and notified as required by these vendor warranty terms, then:
- (a) the buyer will be entitled to delay payment for the price of all livestock in that lot only; or
 - (b) the vendor has the option, at the vendor's cost, of collecting the companion animals, if allowed by law; or of having the livestock slaughtered in which event the risk of further condemnations will be that of the vendor. Where product integrity is potentially jeopardised, the Processor has the right to refuse slaughter and send the livestock back to the consigning property at the vendor's cost.
32. The auctioneer is liable to the buyer in respect of any breach of the vendor's warranty arising out of:
- (a) any error, by the auctioneer, of transcription of information from the NVD completed by the vendor to the pre-sale catalogue or the buyers post-sale summary;

- (b) any failure by the auctioneer to notify the buyer, prior to bidding, of any breach by the vendor of the warranty of the vendor if the buyer establishes that the agent knew of such breach prior to the sale; and
- (c) any failure by the auctioneer to announce prior to bidding, or disclose in the pre-sale catalogue, that the vendor has failed to provide a NVD that is complete in all material aspects.

CHAPTER FOUR - OWNERS RISK FOR CONDITION OF CATTLE

33. This chapter applies only in the case of cattle and their companion animals sold at auction for slaughter when the buyer is the slaughterer and the cattle are transported direct from the sale yard to the meatworks at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells cattle to a slaughterer. A slaughterer is any person who pays the AMPC Processor levy.
34. Owners risk reflects the producer's responsibility to provide slaughter cattle for sale that are fit for human consumption. Cattle are fit for human consumption if they are not condemned as unfit by DAFF. Owners risk applies if the condemnation is due to a condition in the animal which the buyer establishes, by the DAFF certificate, existed prior to the fall of the hammer.
35. A buyer with the benefit of owners risk protection is not liable to pay the Price of that animal to the vendor. The buyer remains nevertheless liable for all costs incurred after the fall of the hammer in transport, slaughter, testing and disposal of the animal.
36. Owners risk protection is available to the buyer of cattle to which this chapter applies if all of the following are satisfied:
- (a) a certificate is issued by DAFF 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 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 DAFF 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 the following:
- (a) bruising,
 - (b) fever,
 - (c) partial condemnation, or
 - (d) emaciation.

CHAPTER FIVE - NOTICES REQUIRED BY STATE LEGISLATION

NSW Legislation

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.

Tasmanian 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.

Western Australian Legislation

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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