

2023

KENNEDY RURAL & STOCKPLACE MARKETING

ALL BREEDS

BULL SALE

Richmond

Field Days

and Races



**KOON KOOL BRAHMANS
GI BRAHMANS
BURGE BRAHMANS
RED STONE BRAHMANS
MOONDAH CHAROLAIS
GLENLEA CHAROLAIS
LAZY A DROUGHTMASTERS
CROWN M DROUGHTMASTERS
GYRANDA SANTA GERTRUDIS**

**44
BULLS**
9 VENDORS
SEMEN AND
MORPHOLOGY
TESTED

12pm - Friday, 9th June 2023

RICHMOND RACECOURSE, RICHMOND

For CATALOGUE and MORE INFORMATION, please contact Kennedy Rural or Stockplace Marketing:



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Welcome to the

2023

KENNEDY RURAL & STOCKPLACE MARKETING

ALL BREEDS

BULL SALE



"Bulls for the North"

9 Vendors - 4 breeds
Semen & Morphology Tested

PRIZES FOR HIGHEST PRICE BULL & VOLUME BUYER OF BULLS

Bull Sale held in conjunction with the
Richmond Field Days 9-10 June 2023

12pm, Friday, 9th June 2023
Richmond Racecourse Grounds
or Bid online with Auctions Plus



Auctions Plus will be running live online in conjunction with the live auctioneer for the Richmond Bull Sale. This will give connectivity for the whole of Australia to participate in our sale. If you wish to bid on Auctions Plus, please register as a bidder on Auctionsplus.com.au and log on at 12 pm 09/06/2023 to bid online.

Contact Agents for Freight Options.

WELCOME

Thank you for supporting the 2023 Kennedy Rural & Stockplace Marketing All Breeds Bull Sale, which is held annually at the Richmond Field Days. The “Bulls for the North” Sale began in 2017 as an opportunity to showcase local studs to a local audience, with minimal feeding preparation and adaption required.

All bulls are semen and morphology tested and this year about 93% of the bulls are polled or scurred.

We are very excited to welcome three new studs, including Eddie and Sharon Maxwell, **Crown M Droughtmasters** of Rockvale, Julia Creek; Peter and Olivia Price’s **Red Stone Brahmans** of Hillview, Hughenden and the Burge family’s **Burge Brahmans** of Rowena, Richmond.

We also acknowledge the tremendous effort that Peter Mahony of **Gyranda Santa Gertrudis** and Rod Binny of **Glenlea Beef Charolais** studs put in to travel their bulls to Richmond and appreciate your support to their studs.

We also acknowledge the ongoing support from our established studs that remain loyal to our sale, Barry and Tanya Christensen and Beth Kendall, **Koon Kool Brahmans**; Alex and Maree Power, **Lazy A Droughtmasters**; Kelvin and Libby Harriman, **GI Brahmans** and Myles and Barbara Davison of **Moondah Charolais and Brahmans**.

We thank **Westgulf Stock Feeds** for coming on board as a sponsor of this sale, as well as the ongoing support from **Gener8 Reproduction and Auctions Plus**.

We sincerely hope you get behind these fantastic vendors and their 2023 line up of **“Bulls for the North”**.

Luke Westaway & Ashley Naclerio, Stockplace Marketing.

Cody Rogers & Matthew Kennedy, Kennedy Rural.

2022 SALE DAY PHOTOS - JO THIEME PHOTOGRAPHY



2022 SALE DAY PHOTOS - JO THIEME PHOTOGRAPHY



VENDORS OF 2023

LAZY A DROUGHTMASTERS Established in 2005, Lazy A Droughtmasters has been breeding sale bulls for over fifteen years.

Genetics focusing on fertility, temperament and growth has been a priority focus of the stud and commercial herd. As a family owned and operated grazing business, we work towards low-stress cattle management and high poll genetics.

Lazy A Droughtmaster's quality lines have succeeded with consistent weight gain across the board and topping feeder steer sales on Auctions Plus.

Bred for the downs, forest country and everything in between, these bulls have the genetics to help move your herd forward and reach progeny goals.

CROWN M DROUGHTMASTERS Crown-M Droughtmasters are pleased to offer a line up of 6 bulls for your consideration at the Richmond Field day All Breeds Bull Sale. Based at "Rockvale " Station Julia Creek, the Crown-M Droughtmasters Stud was founded in 2007, with bulls previously being sold at Diamantina Droughtmaster Sale until it's closure in 2014, and in the paddock. Sires used within our Stud have been sourced from Lamont, Oasis, Glenlands, Eddington, Medway, 3D, and Lazy-A Studs along with a selection of our own sires. Our interest in stud cattle began with breeding bulls to be used within our own commercial herd, and the genetics in our stud have been tried and proven in this field. We strive to breed bulls that are suited to the North Queensland climate, with favourable fertility, growth rates, and an even temperament.

GYRANDA SANTA GERTRUDIS STUD Gyranda -Stud Number 3 – is one of the oldest Santa studs in Australia. Today Peter and Nikki Mahony own the operation which sells 250+ bulls annually throughout northern Australia. With a focus on fertility, their bulls carry a reputation for maintaining condition across seasons and longevity. Supporters of the Richmond sale since the initial sale in 2019, the bulls offered this year are rising two year olds from the top end of their sale bulls. All Classified, with a full set of EBV data to provide that extra reassurance.

GLENLEA BEEF CHAROLAIS Glenlea Beef is a large scale stud Charolais herd with multiple properties based in sub tropical Far North coast NSW. Moving north and west our bulls adapt very well from the lighter coastal country. We sell over 150 bulls per year mostly in QLD. With annual sales at Clermont and at Roma in conjunction with other Charolais herds, multi vendors sale and many private sales, many sight unseen.

Medium framed, with extra carcass, easy to finish bulls are always what we aim to breed. Lines of polled paddock bulls are always available with our sight unseen guarantee and free delivery to any major centre.

MOONDAH CHAROLAIS & BRAHMANS Moondah Station is located south of Prairie and has been owned and operated by Myles & Barbara Davison since 1982. During this time, they made their first purchase of a Charolais bull in 1990 and have continued to grow and improve their herd with the breed. For the past 31 years they have focused on bone structure and fertility within the herd to optimise weight gain and production. We monitor our fertility rate by control mating and annually pretest our cows to ensure they provide us with a calf every year.

For the past 17 years, Barbara has also focused heavily on the temperament of her cattle herd. As a family run business, it is an enjoyment to be able to work cattle within a stress free environment and know that every family member is safe within the yards. This is one of the main focuses we would like to pass on through the genetics of our herd bulls.

GI BRAHMANS GI Brahman Stud was first established at Glen Idol on the Atherton Tablelands in 1982 by Ron and Grace Harriman. They decided to focus on breeding polled brahmans with good size and high purity. The stud is now based at Brookfield, only 15 km from Hughenden, to establish a bull depot closer to our main clients in northern Queensland.

After more than 40 years of using exclusively polled bulls, we are achieving more than 90% polled calves even out of horned cows. We use the horn-poll test for all our sale bulls with a high percentage returning PP. The aims of the stud are to produce a highly fertile polled animal while still maintaining mature weight and the characteristics of a pure brahman.

Our leading bulls are sold at multivendor sales across northern Queensland and the remainder are offered for private inspection. Stud heifers are sold by private inspection, at stud sales and online. Frozen semen is available from our leading sires, with commercial rates available.

BURGE BRAHMANS Burge Brahmans humble beginnings originated at Lamonds Lagoon, which is situated west of Ingham and north of Charters Towers. Based on red Brahman bulls, sourced from Lancefield, Palmvale and Mark Maggolio bloodlines, an honest, hardworking, fertile herd which had the ability to handle varying conditions was developed. With the selection of thirty high performing, red Brahman cows from the herd, was the beginnings of an initiative to breed herd bulls for our own use.

In 2018 the boys decided to move to the next level and this saw us purchase our first stud bull from Palmvale, followed by further Stud bulls in 2020 and 2021.

In 2020, with the purchase of Rowena, saw us relocate the herd to Richmond, with that we recognised the Richmond Field Days avenue for selling bulls.

RED STONE BRAHMANS Red Stone Brahman was established in 2016 by Peter and Olivia Price. Both sharing a keen interest in breeding future reliable genetics in polled red brahmans suitable for our northern climate. We have grown our herd from purchasing 80-100 high quality females over the past 7 years from some of Australia's leading Brahman studs. Originally Starting with only fixed time AI programs, we were able to source some of the best sire genetics from Australia and internationally. This year we did our very first IVF program using some of our best female genetics from various renowned studs. We are very excited to see the outcome.

Our focus at Red Stone is to consistently produce high quality Brahmans that are fertile, functional and will breed on. We put alot of emphasis on breeding polled cattle that have size and bone, excellent temperaments, are tidy underneath and are structurally sound. In recent years we have had a stringent selection processes that eliminates any faults and any unproductive animals.

Only a select few sires are offered each year at various sales throughout North Queensland and we also sell registered paddock bulls throughout the year. The higher quality females are retained in our herd and the second grade females are typically culled. A motto we like to live by is if we would not keep it- we would not sell it!

We always welcome and Encourage anyone that maybe interested in visiting our stud, we are located at Hillview Station 30km from Hughenden. Conveniently located to supply any northern cattle producers.

KOON KOOL RED BRAHMAN STUD The Koon Kool Brahman Stud is family owned and operated by Barry & Tanya Christensen & Beth Kendall. Established in 1985 by Tony & Beth Kendall, the stud is based on 32 years of breeding with the main selection criteria being fertility, temperament and the ability to adapt to all conditions.

Our targeted Brahman will have the middle of the range frame that we feel has the ability to adapt to all climatic conditions more efficiently than the larger frame cattle. We are constantly looking for ways to improve the quality of our cattle to enable us to produce the optimum functional Brahman. The majority of our bulls are sold in the paddock to producers of stud and commercial cattle who require genetics to produce productive and profitable cattle.

LOT **1**

KOON KOOL 5309 KK 5309 (H) - COLOUR: RED

Vendor: **KOON KOOL PASTORAL CO**

Birth Date/Age: 7/10/2021 20 MONTHS

SIRE: PURE BRED BRAHMAN MULTI SIRE ()

DAM: KOON KOOL BRAHMAN COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: *Multiple Sires are from Mt.Callan, Kandoona and Somerview studs.*

LOT **2**

KOON KOOL 5315 KK 5315 (H) - COLOUR: RED

Vendor: **KOON KOOL PASTORAL CO**

Birth Date/Age: 10/10/2021 20 MONTHS

SIRE: PURE BRED BRAHMAN MULTI SIRE ()

DAM: KOON KOOL BRAHMAN COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: *Multiple Sires are from Mt.Callan, Kandoona and Somerview studs.*

LOT **3**

KOON KOOL 5321 KK 5321 (P) - COLOUR: RED

Vendor: **KOON KOOL PASTORAL CO**

Birth Date/Age: 17/10/2021 20 MONTHS

SIRE: PURE BRED BRAHMAN MULTI SIRE ()

DAM: KOON KOOL BRAHMAN COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: *Multiple Sires are from Mt.Callan, Kandoona and Somerview studs.*

LOT 4

KOON KOOL 5319 KK 5319 (P) - COLOUR: RED

Vendor: **KOON KOOL PASTORAL CO**

Birth Date/Age: 5/10/2021 20 MONTHS

SIRE: PURE BRED BRAHMAN MULTI SIRE ()

DAM: KOON KOOL BRAHMAN COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: Multiple Sires are from Mt.Callan, Kandoona and Somerview studs.

LOT 5

KOON KOOL 5318 KK 5318 (P) - COLOUR: RED

Vendor: **KOON KOOL PASTORAL CO**

Birth Date/Age: 3/10/2021 20 MONTHS

SIRE: PURE BRED BRAHMAN MULTI SIRE ()

DAM: KOON KOOL BRAHMAN COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: Multiple Sires are from Mt.Callan, Kandoona and Somerview studs.

LOT 6

KOON KOOL 5313 KK5313 (P) - COLOUR: RED

Vendor: **KOON KOOL PASTORAL CO**

Birth Date/Age: 9/10/2021 20 MONTHS

SIRE: PURE BRED BRAHMAN MULTI SIRE ()

DAM: KOON KOOL BRAHMAN COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: Multiple Sires are from Mt.Callan, Kandoona and Somerview studs.

LOT 7

GI NESTO 3588 (PP) HAR3588M (PP) - COLOUR: RED

Vendor: GI BRAHMAN STUD
Birth Date/Age: 4/4/2021 26 MONTHS

GI CAMPEON

SIRE: GI PERY (PS) ()

GI CHERRY (PS)
F+T MORRIS (PS)

DAM: GI CELINE HEATHER 2964 (PS) ()

GI HEATHER PETRIA (H)

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT 8

KH 1 (461) (PS) KH 461 (PS) - COLOUR: RED

Vendor: THAGOONA
Birth Date/Age: 26-28 MONTHS 26-28 MONTHS

SIRE: PUREBRED BRAHMAN SIRE ()

DAM: PUREBRED BRAHMAN FEMALE ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT 9

KH 1 (419) (PS) KH 419 (PS) - COLOUR: RED

Vendor: THAGOONA
Birth Date/Age: 26-28 MONTHS 26-28 MONTHS

SIRE: PUREBRED BRAHMAN SIRE ()

DAM: PUREBRED BRAHMAN FEMALE ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **10**

KH 110/1 (PS) KH 110 (PS) - COLOUR: RED

Vendor: **THAGOONA**

Birth Date/Age: 26-28 MONTHS **26-28 MONTHS**

SIRE: PUREBRED BRAHMAN SIRE ()

DAM: PUREBRED BRAHMAN FEMALE ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **11**

KH 1 (421) (PS) KH 421 (PS) - COLOUR: RED

Vendor: **THAGOONA**

Birth Date/Age: 26-28 MONTHS **26-28 MONTHS**

SIRE: PUREBRED BRAHMAN SIRE ()

DAM: PUREBRED BRAHMAN FEMALE ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **12**

GI NAPOLEON 3584 (PP) HAR3584M (PP) - COLOUR: GREY

Vendor: **GI BRAHMAN STUD**

Birth Date/Age: 27/1/2021 **28 MONTHS**

JDH SIR STRATTON MANSO 823/4 (IMP US) (H)

SIRE: LANES CREEK SIR SOLOMAN 1701 (AI) (PS) ()

LANES CREEK KIRSTEN E0206 (ET) (PS)

GI CAVALIER (PS)

DAM: GI MAGDALINA DOVE 2199 (PS) ()

GI ZE 1651 (H)

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **13**

KH 1 (451) (PS) KH 451 (PS) - COLOUR: GREY

Vendor: **THAGOONA**

Birth Date/Age: 26-28 MONTHS **26-28 MONTHS**

SIRE: PUREBRED BRAHMAN SIRE ()

DAM: PUREBRED BRAHMAN FEMALE ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **14**

DEABLO 2202 BB 2202 (P) - COLOUR: RED

Vendor: **BURGE BRAHMANS**

Birth Date/Age: 24/11/2021 **18 MONTHS**

JOMANDA WALKER 453 (AI) (H)

SIRE: PALMVALE 3856 ()

PALMVALE MISS ABSOLUTE REGAL 3210 (ET) (H)

DAM: BB BRAHMAN COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **15**

SHARCOMBE 2203 BB 2203 (PS) - COLOUR: RED

Vendor: **BURGE BRAHMANS**

Birth Date/Age: 10/12/2021 **18 MONTHS**

JOMANDA WALKER 453 (AI) (H)

SIRE: PALMVALE 3856 ()

PALMVALE MISS ABSOLUTE REGAL 3210 (ET) (H)

DAM: BB BRAHMAN COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT 16**RED STONE QUINTON** PAP175M (PP) - COLOUR: REDVendor: **RED STONE BRAHMANS**

Birth Date/Age: 26/2/2021 27 MONTHS

JILEABA MUSCEL-UP

SIRE: MT CALLAN JED (PP)

MT CALLAN 164/03

WALLTON DOWNS BARNABY

DAM: ELMO QUEEN BEE 1156/8 (PS)

ELMO QUEEN BEE 771/3

SS	
MILK	17
200dW	17
400dW	25
600dW	38

COMMENTS/NOTES: Quinton is a growthy, Homozygous polled son of Mt Callan Jed 34/09. He boasts a large frame, ideal conformation, tidy underneath, stands on good legs and untouched feet. Quinton will be an asset to any herd looking to implement polled genetics.

LOT 17**RED STONE PATRICK** PAP181M (PP) - COLOUR: REDVendor: **RED STONE BRAHMANS**

Birth Date/Age: 5/3/2021 27 MONTHS

Y3K WARLOCK 2003

SIRE: NIOKA PABLO (PP)

NIOKA MAGNA

GARTHOWEN WARRION

DAM: BUNGARRIBEE PATSY 2556 (PS)

BUNGARRIBEE PATSY 2017

SS	
MILK	18
200dW	27
400dW	49
600dW	1.4

COMMENTS/NOTES: Another smooth homozygous polled sire by the reputable Nioka Pablo 800. Out of a strong Bungarrabee female line, fertility is a feture in this young sire with impressive figures to back. He is easy doing, free moving and ready to go to work.

LOT 18**LAZY A 1659** ASD211659M (SCURRED (PH)) - COLOUR: REDVendor: **LAZY A DROUGHTMASTERS**

Birth Date/Age: 22/3/2021 26 MONTHS

WOLFANG 459

SIRE: HAMADRA GOLIATH ()

HAMADRA HOLLY'S HEARTS

DAM: LAZY A COMMERCIAL COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **19**

LAZY A 687 ASD21687M (SCURRD (PH)) - COLOUR: RED

Vendor: **LAZY A DROUGHTMASTERS**

Birth Date/Age: 16/3/2021 **26 MONTHS**

MEDWAY OOMBEREER

SIRE: LACARNO LOCKE ()

LACARNO BRIANNA

REDSKIN BECKHAM

DAM: POWERMAC 965 ()

POWERMAC 631

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **20**

LAZY A 739 ASD21739M (POLLRD (PP)) - COLOUR: RED

Vendor: **LAZY A DROUGHTMASTERS**

Birth Date/Age: 15/12/2020 **29 MONTHS**

WOLFGANG 459

SIRE: HAMADAR GOLIATH ()

HAMADRA HOLLY'S HEARTS

EDDINGTON FOUR-X

DAM: POWERMAC 490 ()

POWERMAC 38

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **21**

LAZY A 1648 ASD211648M (POLLED (PP)) - COLOUR: RED

Vendor: **LAZY A DROUGHTMASTERS**

Birth Date/Age: 26/3/2021 **26 MONTHS**

GLENLANDS SANDSTONE

SIRE: RONDEL UHF ()

RONDEL 2280

REDSKIN BECKHAM

DAM: POWERMAC 961 ()

POWERMAC 144

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **22**

LAZY A 1632 ASD211632M (POLLED (PP)) - COLOUR: RED

Vendor: **LAZY A DROUGHTMASTERS**

Birth Date/Age: 22/1/2021 **28 MONTHS**

HAMADRA BODAICIOUS

SIRE: HAMADRA GUS ()

HAMADRA LILLY

MEDWAY SHEILDER

DAM: POWERMAC 1101 ()

POWERMACH 643

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **23**

LAZY A 1620 ASD211620M (POLLED (PP)) - COLOUR: RED

Vendor: **LAZY A DROUGHTMASTERS**

Birth Date/Age: 21/12/2020 **29 MONTHS**

GLENLANDS QUARTERMASTER

SIRE: GLENLANDS D ARNEIL ()

GLENLANDS D 2453

HAMADRA BENDER

DAM: LAZY A IN STYLE ()

OAKFIELD NORMA JEAN

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES:

LOT **24**

CROWN M 866 CM 866 (PP) - COLOUR: RED

Vendor: **CROWN M DROUGHTMASTERS**

Birth Date/Age: 15/12/2020 **29 MONTHS**

OASIS NODDY

SIRE: CROWN-M 533 ()

CROWN-M 092

DROUGHTMASTER HERD BULL

DAM: CROWN-M 868 ()

DROUGHTMASTER HERD COW

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: 2 Teeth

LOT **25**

CROWN M 833 CM 833 (PH) - COLOUR: RED

Vendor: **CROWN M DROUGHTMASTERS**

Birth Date/Age: 17/12/2020 **29 MONTHS**

LAMONT MULIGAN

SIRE: LAMONT RANDALL ()

LAMONT JESSICA

DROUGHTMASTER HERD BULL

DAM: CROWN-M 729 ()

DROUGHTMASTER HERD COW

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: MILK TOOTH

LOT **26**

CROWN M 840 CM 840 (PP) - COLOUR: RED

Vendor: **CROWN M DROUGHTMASTERS**

Birth Date/Age: 30/12/2020 **29 MONTHS**

OASIS NODDY

SIRE: CROWN-M 533 ()

CROWN-M 092

DROUGHTMASTER HERD BULL

DAM: CROWN-M 733 ()

DROUGHTMASTER HERD COW

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: 2 Teeth

LOT **27**

CROWN M 848 CM 848 (PP) - COLOUR: RED

Vendor: **CROWN M DROUGHTMASTERS**

Birth Date/Age: 27/1/2021 **28 MONTHS**

LAMONT MULIGAN

SIRE: LAMONT RANDALL ()

LAMONT JESSICA

DROUGHTMASTER HERD BULL

DAM: CROWN-M 583 ()

EDDINGTON EM

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: 2 Teeth

LOT **28**

CROWN M 827 CM 827 (PH) - COLOUR: RED

Vendor: **CROWN M DROUGHTMASTERS**

Birth Date/Age: 20/1/2021 **28 MONTHS**

LAMONT MULIGAN

SIRE: LAMONT RANDALL ()

LAMONT JESSICA

DROUGHTMASTER HERD BULL

DAM: CROWN-M 721 ()

DROUGHTMASTER HERD COW

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: 2 Teeth

LOT **29**

CROWN M 1876 CM 1876 (PP) - COLOUR: RED

Vendor: **CROWN M DROUGHTMASTERS**

Birth Date/Age: 23/1/2021 **28 MONTHS**

OASIS NODDY

SIRE: CROWN-M 533 ()

CROWN-M 092

DROUGHTMASTER HERD BULL

DAM: DROUGHTMASTR HERD COW ()

DROUGHTMASTER HERD COW

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: 2 Teeth

LOT **30**

GYRANDA TAYLOR T148 (P) T148 (P) - COLOUR: RED

Vendor: **GYRANDA PASTORAL CO**

Birth Date/Age: 8/9/2021 **21 MONTHS**

CREE KOMATSU K144 (PP)

SIRE: GRANDA PLATO P368 (PP) ()

GYRANDA F259 (P)

GRANDA HUMMER H274 (P)

DAM: GYRANDA M727 (P) ()

GYRANDA H643

SS	61%
MILK	6
200dW	12
400dW	22
600dW	33

COMMENTS/NOTES: A clean coated young poll sire with exceptional fat coverage. His Dam -Gyranda M727 (P) - calved at two and has delivered five calves in six years. Her first son - Gyranda Proverb P678(PP) - sold to Biara Santa Gertrudis Stud in W.A. and his first sons topped their sale held just weeks ago.

LOT 31**GYRANDA TANGLES T188 (P)** T188 (P) - COLOUR: REDVendor: **GYRANDA PASTORAL CO**

Birth Date/Age: 25/8/2021 21 MONTHS

CREE KOMATSU K144 (PP)

SIRE: GRANDA PLATO P368 (PP) ()

GYRANDA F259 (P)

GREENUP GIZZA G218 (PS)

DAM: GYRANDA L149 ()

GLENAAN S181 (AI)

SS	70%
MILK	3
200dW	6
400dW	13
600dW	27

COMMENTS/NOTES: A slick coated sire with a good sheath. Another Gyranda Plato calf with great springer rib. His Dam - Gyranda L149 - is one of our elite cows. She calved at two, has never missed a calf and has delivered seven to date. Her fertility is reflected in Tangles' exceptional Days to Calving data. Very good carcass data and growth give this bull a good balance of traits.

LOT 32**GYRANDA TERRITORY T270 (P)** T270 (P) - COLOUR: REDVendor: **GYRANDA PASTORAL CO**

Birth Date/Age: 5/10/2021 20 MONTHS

WAVE HILL JAGER J14 (PS)

SIRE: NIOA NEXUS N11 (P) ()

RED OAK KRYSTAL K1 (P)

GYRANDA MULGA BILL M482 (P)

DAM: GYRANDA Q491 (PP) ()

GYRANDA L103 (AI)(P)

SS	68%
MILK	2
200dW	18
400dW	25
600dW	34

COMMENTS/NOTES: A very stylish young sire with excellent growth data. Territory's grandsire - Wave Hill Jager (P) was Grand Champion at Brisbane Royal and his line consistently carries the same good type and quiet temperament. Dam Q491 (PP) didn't calve until she was three but has not missed since.

LOT 33**GYRANDA TOMBSTONE T478 (P)** T478 (P) - COLOUR: REDVendor: **GYRANDA PASTORAL CO**

Birth Date/Age: 30/9/2021 20 MONTHS

ROSVALE KING K88

SIRE: CREE NIGARA N040 (PS) ()

CREE F083 (AI)

GYRANDA DYNAMIC D444 (P)

DAM: GYRANDA M297 (P) ()

GYRANDA G319

SS	71%
MILK	4
200dW	22
400dW	15
600dW	33

COMMENTS/NOTES: A larger framed poll bull with great growth potential. His sire Cree Niagara ensures that this bull will continue to deliver scale to your herd. Dam M297 calved at two and has had five calves in six years. A full brother to this bull sold last year for \$11,000 to DeBurg Joyce. Good fertility, growth and fat data.

LOT 34**GRANDA TIMES UP T650 (P)** T650 (P) - COLOUR: REDVendor: **GYRANDA PASTORAL CO**Birth Date/Age: 15/9/2023 **20 MONTHS**

WARENDA HALIFAX H14 (P)

SIRE: DIMOND H UTILITY U29 (PP) ()

DIMOND H P133 (P)

GYRANDA JERIMIAH J164 (P)

DAM: GYRANDA Q411 (P) ()

GYRANDA F557

SS	57%
MILK	-2
200dW	12
400dW	22
600dW	21

COMMENTS/NOTES: A thick, heavy bull with plenty of style. Lovely coat and tidy sheath. Dam Q411 (P) calved at three and has had 2/2 calves since. An early maturing bull with great early growth data and good fertility.

LOT 35**MOONDAH 33 (R/F) (P)** M 33 (P) - COLOUR: REDVendor: **MOONDAH**Birth Date/Age: JAN-APR 2022 **15-18 MONTHS**

NOLLER DYNAMIC (P) (R/F)

SIRE: NOLLER M127E (R/F) (P) ()

NOLLER STONE C6E JLN

DAM: MOONDAH CHARBRAY COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: This polled red factor sire carries plenty of bone and carcass with a good underline and a soft eye, along with an outstanding bomb proof temperament.

LOT 36**MOONDAH 28 (R/F) (P)** M 28 (P) - COLOUR: REDVendor: **MOONDAH**Birth Date/Age: JAN-APR 2022 **15-18 MONTHS**

NOLLER DYNAMIC (P) (R/F)

SIRE: NOLLER M127E (R/F) (P) ()

NOLLER STONE C6E JLN

DAM: MOONDAH CHARBRAY COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: Polled red factor sire with lots of skin, good hind quarter, clean coated and placid temperament.

LOT **37**

MOONDAH 26 (R/F) (P) M 26 (P) - COLOUR: RED

Vendor: **MOONDAH**

Birth Date/Age: JAN-APR 2022 15-18 MONTHS

NOLLER DYNAMIC (P) (R/F)

SIRE: NOLLER M127E (R/F) (P) ()

NOLLER STONE C6E JLN

DAM: MOONDAH CHARBRAY COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: Polled red factor sire displays good body definition with a good stride and soft eye.

LOT **38**

MOONDAH 40 (P/S) M 40 (PS) - COLOUR: WHITE

Vendor: **MOONDAH**

Birth Date/Age: JAN-APR 2022 15-18 MONTHS

SIRE: PURE BRED CHAROLAIS MULTI SIRE ()

DAM: MOONDAH CHARBRAY COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: Polled silver coated sire with length and great temperament.

LOT **39**

MOONDAH 24 (P/S) M 24 (PS) - COLOUR: WHITE

Vendor: **MOONDAH**

Birth Date/Age: JAN-APR 2022 15-18 MONTHS

SIRE: PURE BRED CHAROLAIS MULTI SIRE ()

DAM: MOONDAH CHARBRAY COW ()

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: Polled cleaned coated sire with good length and body.

LOT 40**MOONDAH 35 (H)** M 35 (H) - COLOUR: WHITEVendor: **MOONDAH**

Birth Date/Age: JAN-APR 2022 15-18 MONTHS

SIRE: PURE BRED CHAROLAIS MULTI SIRE ()**DAM: MOONDAH CHARBRAY COW ()**

SS	
MILK	
200dW	
400dW	
600dW	

COMMENTS/NOTES: This young balanced horned sire has a great walking stride and a tidy underline.

LOT 41**GLENLEA TORRIE LODGE (PP)** BAPR3E (PP) - COLOUR: WHITEVendor: **GLENLEA BEEF**

Birth Date/Age: 22/9/2020 32 MONTHS

SILVERSTREAM EVOLUTION (P)

SIRE: PALGORVE KANDOO K981E (P) (POLLED (PP))

PALGROVE NANETTE Z94 (P)

WATERFORD GILBRALTAR (P)

DAM: CHENU KELLY 6 (P) (POLLED)

AIRLIE KELLY A132E

SS	45%
MILK	4
200dW	+14
400dW	+27
600dW	+37

COMMENTS/NOTES: One of lead bulls out of 300 for 2023, we want producers in the northwest to see our best! Growth, carcass, bone, great temperament, fine coat, fat cover, meduim maturity, DNA tested PP Polled worth a good drive to inspect!

LOT 42**GLENLEA JR S40 (P)** GLE540E (P) - COLOUR: REDVendor: **GLENLEA BEEF**

Birth Date/Age: 12/6/2021 23 MONTHS

RANGAN PARK REDEMPTION (P) R/F

SIRE: GLENLEA JUST RED (PP) R/F (POLLED (PP))

GLENLEA JANET U6 (PP) R/F

GLENLEA MEATBALL (P)

DAM: VALLEY VIEW NOLANA 52 (P) (POLLED)

GLENLEA NOLANA WISE

SS	50%
MILK	9
200dW	+18
400dW	+34
600dW	+47

COMMENTS/NOTES: A red factor polled sire. Another of our best for 2023, Growth, extra finish, good carcass, bone and fine hair type. Excellent maternal traits. A high end Red Factor charolais sire that would be hard to better anywhere in 2023.

LOT 43**GLENLEA HUON SNAPPER (P)** DG1S7E (P) - COLOUR: WHITEVendor: **GLENLEA BEEF**

Birth Date/Age: 19/2/2021 27 MONTHS

MERIT ROUND UP (P)

SIRE: RANGAN PARK ROUND UP (P) (POLLED (PP))

RANGAN PARK ALETTA H57 (P)

MD SENTINAL RULER (P)

DAM: PALGROVE ESTELLA 336 R/F (DEHORNED)

PALGROVE ESTELLA 269 (P)

SS	73%
MILK	10
200dW	+18
400dW	+38
600dW	+51

COMMENTS/NOTES: Deep bodied big strong polled bull, bone, very easy finishing, we bringing some of our best sires to Richmond to display what you can expect at our bulls sales at Winton in July, Clermont in August and Roma in September.

LOT 44**GLENLEA HUON SPIRT (P)** DG1S16E (P) - COLOUR: WHITEVendor: **GLENLEA BEEF**

Birth Date/Age: 24/2/2021 27 MONTHS

MERIT ROUND UP (P)

SIRE: RANGAN PARK ROUND UP (P) (POLLED (PP))

RANGAN PARK ALETTA H57 (P)

MD SENTINAL RULER (P)

DAM: PALGROVE ESTELLA 336 R/F (DEHORNED)

PALGROVE ESTELLA 269 (P)

SS	73%
MILK	10
200dW	+15
400dW	+32
600dW	+39

COMMENTS/NOTES: Big long Polled Sire, full E.T. brother to previous lot, same Top selling Palgrove dam. Strong carcass and maternal traits, with the growth you expect from Charolais. These sires are from the tops of our sale bulls.

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BUYER'S INSTRUCTION SHEET

PIC No: BID CARD No:

Trading Name

Stud Prefix

Address

.....

..... Postcode

Phone

Transfers Required Yes No

Send Account to

.....

Lots Purchased

.....

.....

Delivery Arrangements

.....

.....

Insurance Required Yes No

Details

.....

.....

Signature

Date

THANK YOU



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) Cattle sold on a liveweight basis that are weighed pre-sale are at the risk and expense of the buyer upon the fall of the hammer.

(b) Cattle sold on a liveweight basis that are weighed post-sale are at the risk and expense of the buyer immediately after weighing.

(c) All livestock other than cattle sold on a liveweight basis are at the risk and expense of the buyer upon the fall of the hammer.

18. (a) Subject to this clause the sale is complete on the fall of the hammer.

(b) The time for rejection is the time commencing at the fall of the hammer and ending at the first of:

- (i) delivery is taken by a representative of the buyer;
- (ii) departure of the animal from the purchaser's delivery pen; or
- (iii) one hour after the last animal is:
 - a. in the case of pre-sale weighing, sold; or
 - b. in the case of post-sale weighing, weighed.

(c) During the time for rejection the buyer may reject any animal which is lame, blind or diseased where that condition existed prior to the fall of the hammer but could not be reasonably observed when the animal was in the selling pen.

(d) If the purchaser rejects an animal during the time for rejection then the sale of that animal is cancelled and the animal is returned to the vendor or sold on such terms as any buyer and the agent may agree, after the agent has disclosed the reason for rejection to that buyer.

(e) This subclause applies only to cattle which are sold in Queensland at auction for slaughter. The agent has responsibility for the prevention of loss or escape (but not death, sickness or injury) of those cattle from the time of the fall of the hammer, for delivery to and from the scales, to the buyer's delivery pen and onto the buyer's nominated transport. This responsibility ends at the earlier of those cattle boarding the buyer's nominated transport or sunset on the day after the sale. This subclause does not apply if the agent makes an announcement to that effect prior to sale.

19. (a) Subject to the right of rejection in Clause 18, all conditions and warranties expressed or implied by law are hereby excluded from the sale to the extent that the law allows. All lots are open for inspection prior to the commencement of the sale and are sold with all faults, if any. No compensation shall be given for any faults, imperfections, errors of description, number in or of any lots sold or otherwise.

(b) Any claim or objection arising out of an error or misdescription in the provision of relevant information in terms of legislation or regulation concerning the National Livestock Identification Scheme (NLIS) must be made by 5:00pm on the seventh day after the fall of the hammer. No objection, requisition or claim against the vendor or agent in respect of such error or misdescription can be made after that time.

(c) Any statements made by the vendor or the auctioneer whether in writing or orally to the effect that any female has been pregnancy tested or scanned positive shall mean and require only that a certificate in writing shall be supplied to the buyer signed by a qualified veterinary surgeon or certified scanner certifying that the said female has been tested or scanned on the date specified in the certificate and that in the opinion of the surgeon or scanner was pregnant on that date.

(d) For slaughter cattle, the agent undertakes to make every reasonable effort to ensure that any NLIS cattle device number is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.

(e) For other slaughter livestock the agent undertakes to make every reasonable effort to ensure that the NLIS information is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.

(f) Where livestock have a food safety or market eligibility status derived from the National Vendor Declaration (NVD) and/or the NLIS/ERP database, the agent will inform the buyers by presale catalogue and/or announce the status prior to the offering of those lots.

20. If delivery is made to, or possession obtained by, the buyer or its representative before full payment of the Price, then until full payment is received, the buyer:

- (a) does not acquire title to the livestock;
- (b) holds the livestock as bailee only for the vendor;
- (c) must act in a fiduciary capacity in its relationship with the vendor;
- (d) must store the stock separately or so that they are readily distinguishable from other livestock owned by the buyer;
- (e) is responsible for the safety and well being of the livestock;
- (f) may make a bona fide sale for market value of any or all of the livestock. As between the buyer and the subsequent buyer, the sale shall be made by the buyer in its own name and not as agent for the vendor, however as between the vendor and buyer, the sale shall be made as bailee and agent for the vendor; and
- (g) must keep and account for the proceeds of any subsequent sale separately from its other money and hold those proceeds, together with the benefits of any rights against subsequent buyers, on trust for the vendor.

21. The purchaser agrees that:

(a) Clause 20 creates a registrable security interest under the Personal Property Securities Act (Cth) 2009 (PPSA);

(b) The Purchaser acknowledges the rights of the Seller (and/or the Agent if Clause 25 applies) to register a financing statement under the PPSA with respect to the security interest created by this clause;

(c) The Livestock are collateral for the purposes of the PPSA;

(d) To the extent permitted, the Purchaser waives any right the Purchaser has under the PPSA to receive notices; and

(e) The date upon which the security interest created by this clause comes into force is the first date on which livestock are delivered pursuant to this contract

22. The buyer may not make any claim against the vendor for actions by the vendor or its agent under clauses 20 or 21 and indemnifies the vendor and its agent against any loss, damage, costs, expenses, penalties, fines or claims suffered by the vendor, the agent or any person or entity arising from the vendor exercising its rights under

clauses 20 or 21.

23.1. Clause 23 applies whenever the agent pays the vendor before being paid by the buyer, which the agent is not bound to do. The agent is then the del credere agent of the vendor at law.

23.2. The vendor hereby gives notice to the buyer of the assignments referred to in clause 23.3.

23.3. When this clause applies, in addition to any rights of the agent that arise by operation of the law, the parties agree that, subject to clause 23.5 the agent is subrogated to all rights of the vendor under these terms and conditions against the buyer.

23.4. The vendor acknowledges that the agent may take enforcement, repossession or other action to recover any livestock for which the buyer has not paid in full, or the Price of such livestock, owing by the buyer under these terms and conditions:

(a) when this clause does not apply, as agent of the vendor (including by reselling the livestock); and

(b) when this clause applies, on the agent's own behalf exercising the rights of the vendor by subrogation or assignment under these terms and conditions (whether in the vendor's name or not) and, where title to the livestock has not passed to the agent, by selling the livestock as agent of the vendor without the agent having to account to the vendor for the proceeds of sale.

23.5. The agent may at any time, assign, transfer, securitise or otherwise dispose of all or any of its rights under these terms and conditions and any debts created pursuant to it (including, without limitation, the rights assigned to it under clause 23.3).

23.6. The vendor hereby irrevocably appoints the agent as the vendor's attorney to:

(a) do at any time and in any manner as the agent thinks fit all acts necessary or desirable to perfect or improve the rights and interests afforded, or intended to be afforded, to the agent under these terms and conditions; and

(b) appoint one or more sub-attorneys to do anything that the agent may do as the vendor's attorney.

23.7. These terms and conditions do not render the agent liable to the buyer as vendor nor entitle the buyer to set off against the agent any right the buyer may have against the vendor or otherwise.

23.8. The buyer acknowledges that the provisions of this clause 23 are intended solely for the benefit of the agent (and its assigns) and the vendor. The liabilities and obligations of the buyer will not be in any way affected:

(a) by this clause 23, other than as it expressly provides; or

(b) by the failure of the agent or the vendor or either of them to comply with the terms of this clause 23.

23.9. The buyer must pay all amounts payable to the vendor or the agent under these terms and conditions without any deduction, withholding, set off or counterclaim whatsoever, whether the benefit of a deduction, withholding, set off or counterclaim is alleged to exist in favour of the buyer as against the vendor or the agent in any capacity whatsoever or any other person including any assignor of the vendor's or the buyer's interests under these terms and conditions.

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

(b) In the event that the buyer pays the Price or part of it direct to the vendor then the agent has no liability to the vendor for the amount of such payment. Further, if the agent pays the vendor any amount which the buyer also pays direct to the vendor in respect of the same livestock, then the vendor must repay the agent that amount and the agent may debit that amount to an account held in the name of the vendor by the agent.

(c) Regardless of whether or not a sale has occurred the agent may, but is not under obligation so to do, in addition to 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 NLS device in accordance with State law;

(d) in the case where a representation has been made in the pre-sale catalogue that the livestock have particular characteristics or are fit for a particular purpose or market, and such representations are based on information in any document, the livestock will have those characteristics or will be fit for the particular purpose or market; and

(e) all information in any document provided by the vendor is true, complete and correct in all material respects.

28. In the event of a breach by the vendor of the vendor's warranty and provided

such breach is notified by the buyer to the agent by 5:00pm on the 7th day after the fall of the hammer then the buyer is not liable to pay the portion of the Price of such of the vendor's livestock to which the breach applies.

29. However if the breach by the vendor is such that the livestock are not rejected outright but are instead downgraded then the buyer will pay the value of the livestock at their next highest and best use.

30. In the case of a breach by the vendor of the vendor's warranty then the vendor will also be liable to the buyer for any further losses which the buyer might establish but the buyer will take all reasonable steps in co-operation with the agent and vendor to mitigate both the effect of the breach and the amount of any loss.

31. Where a sentinel animal of a lot tests positive for chemical residue, or foreign material contamination and provided such test is certified and notified as required by these vendor warranty terms, then:

(a) the buyer will be entitled to delay payment for the price of all livestock in that lot only; or

(b) the vendor has the option, at the vendor's cost, of collecting the companion animals, if allowed by law; or of having the livestock slaughtered in which event the risk of further condemnations will be that of the vendor. Where product integrity is potentially jeopardised, the Processor has the right to refuse slaughter and send the livestock back to the consigning property at the vendor's cost.

32. The auctioneer is liable to the buyer in respect of any breach of the vendor's warranty arising out of:

(a) any error, by the auctioneer, of transcription of information from the NVD completed by the vendor to the pre-sale catalogue or the buyers post-sale summary;

(b) any failure by the auctioneer to notify the buyer, prior to bidding, of any breach by the vendor of the warranty of the vendor if the buyer establishes that the agent knew of such breach prior to the sale; and

(c) any failure by the auctioneer to announce prior to bidding, or disclose in the pre-sale catalogue, that the vendor has failed to provide a NVD that is complete in all material aspects.

CHAPTER FOUR – OWNERS RISK FOR CONDITION OF CATTLE

33. This chapter applies only in the case of cattle and their companion animals sold at auction for slaughter when the buyer is the slaughterer and the cattle are transported direct from the sale yard to the meatworks at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells cattle to a slaughterer. A slaughterer is any person who pays the AMPC Processor Levy.

34. Owners risk reflects the producer's responsibility to provide slaughter cattle for sale that are fit for human consumption. Cattle are fit for human consumption if they are not condemned as unfit by government. Owners risk applies if the condemnation is due to a condition in the animal which the buyer establishes, by the relevant government certificate, existed prior to the fall of the hammer.

35. A buyer with the benefit of owners risk protection is not liable to pay the Price of that animal to the vendor. The buyer remains nevertheless liable for all costs incurred after the fall of the hammer in transport, slaughter, testing and disposal of the animal.

36. Owners risk protection is available to the buyer of cattle to which this chapter applies if all of the following are satisfied:

(a) a certificate is issued by government which states the relevant NLS 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.

2023

KENNEDY RURAL & STOCKPLACE MARKETING

ALL BREEDS

BULL SALE

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