

Judging and Inspection - Sunday August 6
SALE COMMENCES - 10am Monday August 7



Annual Sheepvention
RAM SALE

[August 6-7]



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Elders

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STUD STOCK

Ross Milne	0408 057 558
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Tim Spicer	0427 812 194
Nathan King	0488 582 455
Rachel Pritchard	0472 801 869
Ryan Bajada	0435 411 536
Jenni O'Sullivan	0428 222 080

WESTERN DISTRICT WOOL MANAGERS

Lachie Brown	0409 645 915
Andrew Howells	0418 846 291
David Whyte	0407 347 203
Kate Methven	0488 415 883
Amy Kilpatrick	0409 690 734
Craig Potter	0419 707 991
Elliot Lindley	0409 504 709



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Ram Sale

Hamilton (Vic.) Showgrounds

73 Rams

5 Pens of Five

16 Pens of Three

1 Pen of Corriedales

Sale commences 10.00am

Monday 7 August , 2023

Inspections from

Sunday 6 August, 2023

**Judging in Pens of Three and Five
10.00 am Sunday, 6 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 Monday.

Elders



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Check us out on:    

Corriedales

Blackwood 7

Short wool

Yarrowonga 9
Yarrowonga Plus 9
Pendarra Polls 10
Stockton 10
Glendonald 10
Ridgway Poll 13
Bennmann 13
Kerrilyn Poll 13
Coryule 14
The Fringe 14
Glenlea Park 14
Tamaleuca 15

Long Wool

Merryville 17
Trefusis 17



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BENNMANN POLL MERINO

Benmann Poll Merino'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 & Moorundie Park have enhanced our overall body size and constitution. Now including the additional Stud Ewes from Moorundie Poll, this has added to our expanding nucleus. These, along with our own stud rams, are further strengthening the already well-defined foundations of frame, constitution and nourished wools, whilst adding a comprehensiveness to our genetics, which stand up in a high rainfall district. We applied for registration as a poll stud last year, with the official certification coming through in late 2022.

BLACKWOOD CORRIEDALES

BLACKWOOD CORRIEDALES Performance recorded since the founding of the stud in 2006, the 5 rams to be offered at Sheepvention 2023 suit today's markets. 10 years ago, we made the decision to go finer with our Corriedales, we have decreased our sale ram's micron offered by 4 microns in this time but not at the expense of production. 2023 Sheepvention rams av 23.95 micron, 220333 No2 in Australia MWP+ Index, 220078 No3, and 220343 No 5, all rams offered are in the Top 10% MWP+ index, 5/5 Top 10% PWT, 4/5 Top 10% PEMD and 4/5 Top 10% PFat. This is backed up by our 5 star rating in Data Quality Score for Lambplan, we measure to gain economic benefits for our clients.

Name	MWP+	BWT	PWT	AWT	MWWT	YGFW	YFD	PEMD	PFAT	WR	
BLACKWOOD-220333	176	61.0	33.7	67.5	65.1	19-2	24-3	41.0	89-0	12.0	10
BLACKWOOD-220078	174	24.0	12.6	78.3	89.0	72-0	99-3	61.1	58.0	05.0	07
BLACKWOOD-220343	174	07.0	22.7	23.4	26.1	16-2	83-2	68.1	52.0	04.0	08
BLACKWOOD-220089	168	82.0	36.6	75.7	71.1	21-3	52-4	77.0	15-0	32.0	06
BLACKWOOD-220043	166	20.0	09.6	92.7	69.0	66-2	60-3	92.0	80.0	00.0	04

Please contact: Peter Blackwood 0418 134 800

CORYULE MERINOS

Coryule Merinos is a daughter stud of Nerstane from Woolbrook in NSW. In 2006, we began using the best genetics from Nerstane to Artificially Inseminate 200 ewes each year for our own breeding program. This experience showed us the economic benefits of using this bloodline in our commercial flock and was the impetus for us investing further in developing our own stud. We found that the Nerstane breed amplified our aim of producing a large framed stock that suited our sometimes difficult climate. Coryule Merinos was founded in 2009 with the purchase of 60 stud ewes and a ram from the Nerstane Stud's N33 at the 2008 Australian Sheep Show. In 2012 we commenced breeding poll sheep with similar characteristics to our horned sheep. We artificially inseminated 50 ewes with top Alfoxton semen and a further 20 Alfoxton embryo's were purchased.

KERRILYN POLL

The Kerrilyn Merino Stud was founded in 1994 based on Belbournie and Wonga bloodlines. Since then most additions to the stud has been made by A.I. using top sires within the industry. In 2011 a Poll Merino stud was established with the purchase of 50 ewes and a ram at the Lewisdale dispersal sale W.A.

GLENDONALD

Glendonald Merino Stud was founded in 1921 by A.F. McDonald. The stud was taken over by R.J. Harding in 1974 and was based on Uardry bloodlines from 1936 to 1980. Since then Manderly genetics were introduced by using Roseville Park, Tara Park and Billa Burra Burra sires. Successes include representing Victoria 6 times in the National Australian Supreme exhibit, 3 Australian National Pairs & Supreme Australian Merino in 2004. Clients have won wether trial flock & fleece competitions. Glendonald sheep are bred to be big robust bulky sheep with heavy cutting soft handling stylish wool which is reflected in the 2004 Ewe flock average of 9 1/2 kg at 19.7 microns. John Williams, Cooma, NSW, is the studs classer.

GLENLEA PARK

The Glenlea Park Merino Stud was founded by Glen Wallis in 1964 on Mt Glenview bloodlines. It continued as a Collinsville daughter stud for the next 25 years, becoming renown for its large framed, heavy cutting sheep. Peter Wallis joined his father Glen on the stud in 1992 and Bill Walker Classings Ltd was employed as stud classer and consultant. In an attempt to improve wool quality, fertility and type, a shift in breeding was made and sires and semen was sought from Charinga, Gowandale, Leachim and Wallaloo Park. Impacts were evident very early and cull rates progressively lessened. Over the past ten years, the majority of Glenlea Park's breeding has come from within its own bloodline, with only small infusions from Moorundie and Charinga. This has dramatically reduced any impact which might have been brought about through hybrid vigour instead relying purely on genetic advancement to improve the quality of our sheep. This in turn provides far more predictability for how our rams breed on.

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 120 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 8 September 2023. 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.

TAMALEUCA POLL MERINO

Tamaleuca Merino stud was formed in 1986 on Peppin blood lines with the purchase of 100 double stud ewes from Wanganella Flock number 7. In 1988 the decision was made to introduce Poll genes. We are now a full Poll Merino stud and source our sires from a selection of Top quality studs. We base our selves on a dual purpose Merino suitable for all area.

PENDARRA

Kelvin & Jackie Pendergast 152 Sloan Pendergast Road, Benambra, Vic. 3900 Kelvin Mob: 0428 599 245 Jackie Mob: 0429 792 460 E-mail: pendarra1@bigpond.com Facebook: Pendarra Merino & Poll Merino stud 3 year clip average: 18 Whole flock vaccinated since 2002 The stud was established in 1990 and registered in 1997. Since then, Pendarra rams have been used extensively throughout the stud. Pendarra introduced poll genetics from 2010 through rams and semen purchased from leading studs. Sires retained have been used throughout the Poll stud producing the type of sheep and wool Pendarra is renowned for. Pendarra Poll was registered in 2015. Pendarra Stud is producing soft handling wool with a well-defined crimp of pure white and nourished fine wool on a large frame sheep producing heavy wool cuts. Not only does Pendarra pay great attention to wool quality and quantity we also place great emphasis on maintaining a large frame sheep for the carcass value making it a dual purpose sheep. Pendarra blood sheep have proven themselves to perform very well in different areas and conditions. Clients have reported increased lambing percentages, wool cut, frame, staple strength and evenness of staple length and micron.

STOCKTON MERINO

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 has 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 stud. 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 ASBV's and all sheep are DNA tested at lamb marking. The Yarrowonga Plus stud was formed with the purchase of 200 ewes and 2 rams from Leachim stud. These were joined to Yarrowonga rams to produce productive and waterproof wools on a dual purpose merino. These sheep are ummulesed and are highly adaptable to all environments. Yarrowonga On property ram sale will be held on Monday the 11th September with 300 rams on offer. Free delivery to all areas of Victoria. Contact Steve Phillips 0427 863 128, Sam Phillips 0409 036 943.

THE FRINGE MERINO STUD

John Freeman **M:** 0407 685 228 **E:** thefringe62@hotmail.com
'The Fringe' 70 Freemans rd Briagolong Vic 3860

The Fringe was founded in 1947 with the purchase of a draft of Valleyfield ewes and one Merryville ram. Since then mostly Merryville blood rams have been used, producing heavy cutting fine to superfine fleece with good length ,style and quality white wools. In the past few years the stud has sold rams throughout Australia. **SUPERFINE WOOL FAMILY:** Great care has been taken in keeping with traditional style wool on larger framed bodies. **FINE WOOL FAMILY:** The past few years we have been selecting rams for easy care with larger frames and free growing , quality nourished long white wool for more profitability . **POLL FAMILY:** Over the past four years the stud has started to breed poll rams with a large frames and fine to superfine wool with very promising results from your AI program using Pendarra 28 . This is the first year we will be offering rams for sale by the new ram purchased from Pendarra Poll in 2021, also we will have rams for sale by a son of Pendarra 28. **SALE:** This year we will be offering rams for sale in Hamilton and Bairnsdale ram sales.

TREFUSIS MERINO STUD

The Trefusis Merino Stud was formed in 1965 by Jim and Jo McEwan and continues today under Georgina and Hamish Wallace. Our Aim is to produce productive, profitable, dual purpose fine wool merinos that have good conformation, size and fertility, covered in bright, soft well crimped wool. We currently run 400 Stud ewes with fleece weights of 7kg plus and lambing percentage of 110%, whilst maintaining a micron of 17.5/18.0. Sires and Semen have been purchased from Roseville Park, Eilan Donan, Nerstane and Langdene. Trefusis Commenced a Poll Stud in 2017 with sires and semen being purchased mainly from Roseville Park and Alfoxton. Our mission at Trefusis is to continually strive to produce the best sheep we possibly can for our conditions and beyond. We benchmark ourselves constantly in the show ring and Ram Sales at Campbell Town, Hamilton and Bendigo and have multiple sires entered into Sire Evaluation trials in Victoria and New South Wales. Ceased Mulesing 3 years ago.

YARRAWONGA PLUS

Yarrowonga Stud was founded in 1971. The stud now sells rams to all wool growing areas of Australia. All Rams are sold with complete ASBV's and all sheep are DNA tested at lamb marking. The Yarrowonga Plus stud was formed with the purchase of 200 ewes and 2 rams from Leachim stud. These were joined to Yarrowonga rams to produce productive and waterproof wools on a dual purpose merino. These sheep are ummulesed and are highly adaptable to all environments. Yarrowonga On property ram sale will be held on Monday the 11th September with 300 rams on offer. Free delivery to all areas of Victoria. Contact Steve Phillips 0427 863 128, Sam Phillips 0409 036 943.

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Corriedales

“BLACKWOOD”

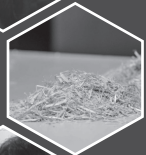
On A/c P.J. & S. D. Blackwood Pty Ltd, Evandale, TAS.
PIC MFEV0069

LOT	TAG	AGE	MIC	SD	CV	CF	SF
1	220333	10mths	24.8	4.3	17.3	91.9	23.4
Sire: Blackwood 200063		Buyer:			Price:		
2	220078	10mths	23.3	3.5	14.9	97.2	21.7
Sire: Blackwood 210140		Buyer:			Price:		
3	220343	10mths	25.8	4.4	16	88.1	24.8
Sire: Blackwood 210140		Buyer:			Price:		
4	220089	10mths	21.4	3.7	17.3	97.8	20.2
Sire: Blackwood 210140		Buyer:			Price:		
5	220043	10mths	23.6	3.3	14.2	97	21.7
Sire: Blackwood 210140		Buyer:			Price:		



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Short Wool

“YARRAWONGA”

On A/c Yarrowonga Pastoral, Harden, VIC.
PIC NG632940

LOT	TAG	AGE	MIC	SD	CV	CF	SF
6	M27445	13mths	18.2	3	16.7	99.1	17.1
Sire: RP81		Buyer:			Price:		
7	M27435	13mths	18	2.7	14.8	99.9	16.7
Sire: RP72		Buyer:			Price:		
8	M27434	13mths	17.4	2.6	14.9	99.6	16.2
Sire: RP81		Buyer:			Price:		

“YARRAWONGA PLUS”

On A/c Yarrowonga Pastoral, Harden, VIC.
PIC NG632940

LOT	TAG	AGE	MIC	SD	CV	CF	SF
9	M27384	13mths	17.2	2.9	17.1	99.6	16.2
Sire: Y202338		Buyer:			Price:		
10	M27409	13mths	18.2	3	16.3	99.5	17
Sire: Y191895		Buyer:			Price:		
11	M27405	13mths	18.6	2.7	14.5	99.3	17.2
Sire: Y202338		Buyer:			Price:		



“PENDARRA POLLS”

On A/c K. W. & J. A. Pendergast, Benambra, VIC.
PIC 3EGAL059

LOT	TAG	AGE	MIC	SD	CV	CF	SF
12	M31864	15mths	17.6	2.5	13.3	99.9	16.3
Sire: Pendarra 60		Buyer:			Price:		
13	M31806	15mths	18.2	2.7	14	99.8	16.9
Sire: Pendarra 28		Buyer:			Price:		
14	M31762	15mths	19.1	2.6	13.4	99.7	17.5
Sire: Pendarra 45		Buyer:			Price:		
15	M31794	15mths	18.8	2.5	12.9	99.8	17.2
Sire: Pendarra Poll Syn		Buyer:			Price:		
16	M31807	15mths	18.1	2.5	14	99.9	16.7
Sire: Pendarra 28		Buyer:			Price:		

“STOCKTON”

On A/c AH & JG Stewart Pty Ltd, Hillside, VIC.
PIC 3EGK008

LOT	TAG	AGE	MIC	SD	CV	CF	SF
17	M32045	15mths	16	2.8	17.7	99.5	15.1
Sire: LG246		Buyer:			Price:		
18	M32028	15mths	17.8	3.1	17.5	99.6	16.8
Sire: OR41		Buyer:			Price:		
19	M32038	15mths	18.6	2.7	14.4	99.8	17.2
Sire: OR41		Buyer:			Price:		

“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC.
PIC 3HMMN002

LOT	TAG	AGE	MIC	SD	CV	CF	SF
20	M31159	14mths	21.2	3.6	16.8	97.5	19.9
Sire: Monarch		Buyer:			Price:		
21	M31134	14mths	21.6	3	14	98.7	20
Sire: GLD 8.68		Buyer:			Price:		
22	M31147	14mths	21.4	3.3	15.7	97.5	19.9
Sire: Monarch		Buyer:			Price:		



“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC.
PIC 3HMMN002

LOT	TAG	AGE	MIC	SD	CV	CF	SF
23	M31154	14mths	19.3	3.4	17.4	99.1	18.2
Sire: GLD 9.60		Buyer:		Price:			
24	M31199	14mths	19.5	3	15.6	99.5	18.2
Sire: GLD 8.81		Buyer:		Price:			
25	M31150	14mths	21.5	3.6	16.8	95.2	20.2
Sire: GLD 9.45		Buyer:		Price:			

“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC.
PIC 3HMMN002

LOT	TAG	AGE	MIC	SD	CV	CF	SF
26	M31175	14mths	20.4	3	14.7	99.4	18.9
Sire: GLD 9.60		Buyer:		Price:			
27	M31179	14mths	20.5	3.1	15	99.3	19.1
Sire: GLD 8.68		Buyer:		Price:			
28	M31180	14mths	19.6	3.2	16.3	99.1	18.4
Sire: GLD BLK 701		Buyer:		Price:			

“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC.
PIC 3HMMN002

LOT	TAG	AGE	MIC	SD	CV	CF	SF
29	M31162	14mths	20.4	3	14.8	99.4	18.9
Sire: GLD 9.60		Buyer:		Price:			
30	M31156	14mths	18.6	3.1	16.5	98.7	17.4
Sire: GLD 9.60		Buyer:		Price:			
31	M31148	14mths	20.7	3.6	17.5	97.3	19.6
Sire: GLD 8.81		Buyer:		Price:			



“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC.
PIC 3HMMN002

LOT	TAG	AGE	MIC	SD	CV	CF	SF
32	M31191	14mths	21.1	3.2	15	98.7	19.6
Sire: GLD BLK 701		Buyer:			Price:		
33	M31140	14mths	21.1	3	14.2	98.6	19.5
Sire: GLD 7.2		Buyer:			Price:		
34	M31136	14mths	22.2	3.2	14.5	97.9	20.5
Sire: GLD 8.68		Buyer:			Price:		

“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC.
PIC 3HMMN002

LOT	TAG	AGE	MIC	SD	CV	CF	SF
35	M31145	14mths	21.7	2.6	12	99.7	19.8
Sire: OC King George		Buyer:			Price:		
36	M31152	14mths	21	2.6	12.6	99.4	19.2
Sire: OC Casper		Buyer:			Price:		
37	M31165	14mths	20.1	3	14.9	99.4	18.6
Sire: OC Casper		Buyer:			Price:		

“GLENDONALD”

On A/c R. J. Harding, Nhill, VIC.
PIC 3HMMN002

LOT	TAG	AGE	MIC	SD	CV	CF	SF
38	M31146	14mths	21.5	2.9	13.6	99	19.8
Sire: WP 771		Buyer:			Price:		
39	M31176	14mths	19.8	2.8	14.1	99.4	18.3
Sire: WP Silencer		Buyer:			Price:		
40	M31142	14mths	20.4	2.6	12.9	99.4	18.7
Sire: WP 771		Buyer:			Price:		

“RIDGWAY POLL”

On A/c Ridgway Proprietors, Lameroo, VIC.
PIC SA304581

LOT	TAG	AGE	MIC	SD	CV	CF	SF
41	M51166	15mths	18.3	2.7	14.5	100	17
Sire: Kiandra 200079		Buyer:		Price:			
42	M51195	14mths	18.5	2.7	14.5	99.8	17.1
Sire: Kiandra 200079		Buyer:		Price:			
43	M51191	14mths	17.6	2.8	15.7	99.7	16.5
Sire: Ridgway 200064		Buyer:		Price:			

“BENNMANN”

On A/c DA & C Bennett, Everton Upper, VIC.
PIC 3WAHB056

LOT	TAG	AGE	MIC	SD	CV	CF	SF
44	M31640	15mths	18.4	2.9	16	99.4	17.2
Sire: BENNMANN 204		Buyer:		Price:			
45	M31639	15mths	18.8	3.2	16.8	99.3	17.7
Sire: MOORUNDIE PARK D36		Buyer:		Price:			
46	M31641	15mths	18.8	3.6	18.9	99.3	18
Sire: MOORUNDIE PARK D36		Buyer:		Price:			
47	M31651	15mths	17.6	2.9	16.3	99.7	16.5
Sire: MOORUNDIE PARK D36		Buyer:		Price:			
48	M31652	15mths	19.5	2.8	14.6	99.9	18.1
Sire: MOORUNDIE PARK D36		Buyer:		Price:			

“KERRILYN POLL”

On A/c Norm & Kerri Weir, Dunluce, VIC.
PIC 3CGBP015

LOT	TAG	AGE	MIC	SD	CV	CF	SF
49	M32784	18mths	20.3	2.9	14.1	99.5	18.8
Sire: Little Nick		Buyer:		Price:			
50	M32767	18mths	19.6	2.8	14.1	99.6	18.1
Sire: Little Nick		Buyer:		Price:			
51	M327773	18mths	20.2	3.4	16.8	98.9	19
Sire: Little Nick		Buyer:		Price:			

“CORYULE”

On A/c R & P Sloan, Willowvale, VIC.
PIC 3GPKK011

LOT	TAG	AGE	MIC	SD	CV	CF	SF
52	M31059	13mths	17.2	3.2	18.6	99.2	16.4
Sire: GC200102		Buyer:			Price:		
53	M31070	13mths	16.1	2.6	16.3	99.7	15.1
Sire: 190333		Buyer:			Price:		
54	M31090	13mths	16.8	2.9	17.3	99.6	15.8
Sire: 181486		Buyer:			Price:		

“THE FRINGE”

On A/c John W. Freeman, Briagolong, VIC.
PIC 3WLBK050

LOT	TAG	AGE	MIC	SD	CV	CF	SF
55	M31964	13mths	15.9	2.9	18.1	99.7	15.1
Sire: Pendarra Poll 20060		Buyer:			Price:		
56	M32005	13mths	16.4	3.2	19.2	99.8	15.7
Sire: Pen 28		Buyer:			Price:		
57	M31995	13mths	17.1	2.8	16.5	99.7	16
Sire: Nerstane 150023		Buyer:			Price:		
58	M31975	13mths	16	3.1	19.5	99.7	15.4
Sire: Pen 28		Buyer:			Price:		
59	M31968	13mths	16	2.7	17.2	99.8	17.1
Sire: Pendarra Poll 20060		Buyer:			Price:		

“GLENLEA PARK”

On A/c PA & ML Wallis, Pinaroo, VIC.
PIC SA304653

LOT	TAG	AGE	MIC	SD	CV	CF	SF
60	M50101	12mths	17.3	2.5	14.3	99.7	16
Sire: GP 210035ET		Buyer:			Price:		
61	M50067	14mths	18	2.6	14.6	99.9	16.7
Sire: GP 180173		Buyer:			Price:		
62	M50091	11mths	18.1	2.9	16.1	99.7	17
Sire: GP 210035ET		Buyer:			Price:		

“TAMALEUCA”

On A/c Kevin Crook, Ouyen, VIC.
PIC 3MDRW010

LOT	TAG	AGE	MIC	SD	CV	CF	SF
63	M31389	15mths	18.4	2.8	15.2	99.1	17.1
Sire: Tamaleuca 738		Buyer:		Price:			
64	M31385	15mths	18.8	3	15.9	99.2	17.6
Sire: OakBank 482		Buyer:		Price:			
65	M31392	15mths	19.1	2.7	14.1	99.7	17.7
Sire: Tamaleuca 738		Buyer:		Price:			

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On A/c Wal & George Merriman, Boorowa, NSW
PIC NF630003

LOT	TAG	AGE	MIC	SD	CV	CF	SF
66	A24868	22mths	18.1	2.5	13.9	99.9	16.7
Sire: TW7.63		Buyer:		Price:			
67	A24870	22mths	18.4	3.4	18.3	99.3	17.5
Sire: TW7.63		Buyer:		Price:			
68	A24882	22mths	17.2	3.1	17.8	99.7	16.3
Sire: Big Brilliant Syndicate		Buyer:		Price:			
69	A24881	22mths	16.4	2.4	14.8	99.8	15.2
Sire: Big Brilliant Syndicate		Buyer:		Price:			
70	A24862	22mths	16.3	2.7	16.3	99.8	15.3
Sire: Big Brilliant Syndicate		Buyer:		Price:			

“TREFUSIS”

On A/c Trefusis Pty Ltd, Ross TAS
PIC MBR50120

LOT	TAG	AGE	MIC	SD	CV	CF	SF
71	A70032	24mths	17.9	3.2	18.1	99.4	17
Sire: Nerstane 73		Buyer:		Price:			
72	A70028	24mths	18.2	2.9	15.7	99.5	17
Sire: Trefusis 170436		Buyer:		Price:			
73	A70020	24mths	16.1	2.3	14	99.8	14.9
Sire: Trefusis 170436		Buyer:		Price:			

TERMS AND CONDITIONS FOR THE SALE OF STUD STOCK BY AUCTION

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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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 OCCURRENCE OF MISTAKES, ALL INSTRUCTIONS CONCERNING THE DELIVERY AND TRUCKING OF STOCK MUST BE GIVEN IN WRITING AND SIGNED BY THE BUYER OR HIS AGENT.



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	Roly Coutts	(Wimmera)	0447 331 189
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