

Pat Smyth riding "Bar None Confession."
Photo Courtesy of Wild Fillies Photography.



Landmark Classic Campdraft Sale 2015.

584 Registered Ridden Horses – Sale 8

6th, 7th & 8th February 2015 – AELEC, Tamworth



landmarkequine.com.au

LANDMARK

Martins STOCK HAULAGE

The Martin Group – in operation since 1958
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Fleets fitted with the latest technology,
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Landmark Classic Campdraft Sale.

**584 Registered Ridden Horses
341 Mares • 197 Geldings • 41 Stallions**

**Sale commences at 8.00am Friday 6th February to Sunday
8th February 2015. AELEC, Tamworth.**

Horse pre-work commencing at 8.00am Wednesday 4th February
and 8.00am to 2.00pm Thursday 5th February 2015.

Horses purchased from the 2015 Landmark Classic Sale that remain
five years and under in February 2016 are automatically eligible
to enter the 2016 Landmark Classic Campdraft and compete for
\$100,000 in prize money, plus trophies.

Landmark would like to wish all Vendors and Purchasers every success
in the sale.

For more information contact:

Joel Fleming	0467 725 195
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Mark Barton	0419 488 256
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Andrew Wishart	0407 424 706
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Maree Fields	0428 658 395
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For sale information contact **Landmark Tamworth** 02 6765 5211.



www.landmarkequine.com.au

LANDMARK

FROM THE AGENTS

To our vendors, thank you for the strong commitment you have shown to our eighth Landmark Classic Sale. The sale catalogue is truly a showcase of elite campdrafting and performance horse breeding and offers buyers a unique opportunity to purchase some of the best bred and trained Australian Stock Horse & Australian Quarter Horse genetics on offer for 2015.

We look forward to seeing all our vendors, purchasers and performance horse enthusiasts in Tamworth from the start of the Landmark Classic Campdraft on Sunday, 1st February 2015.

Pre-sale inspections will be welcome from 10.00am Tuesday, 3rd February 2015 with the cattle working demonstration set to commence in the indoor arena 8.00am on Wednesday, 4th February 2015.

BUYER GUIDE

The catalogue has been put together with three generation pedigree to allow as much breeding information as possible prior to the sale. All horses will be inspected by the relevant breed societies, ASHS & AQHA to ensure all markings and brands match the lots listed in the catalogue.

All sale horses are open to prior inspection & it is the purchaser's responsibility to make all appropriate assessment of sale horses prior to the commencement of the sale auction.

Original horse registration certificates will be held by societies with signed transfers supplied on all horses sold.

It is the purchaser's responsibility to ensure the ownership transfers are lodged with the respective breed societies prior to competing in the Landmark Classic Campdraft in 2016.

SALE TERMS

Sales will be made on ALPA standard terms.

COMMISSION

Commission on the sale price (6% of sale price + GST) will be payable by the vendor to the Auctioneer in respect to each lot catalogued and sold. This applies from cataloguing to midnight on sale day, whether sold at Auction or Private Treaty.

ELIGIBILITY FOR THE \$100,000 LANDMARK CLASSIC CAMPDRAFT

To be eligible to compete in the Landmark Classic Campdraft, payment must be made to our sale office within two hours of the completion of the sale. Any passed in lot that is sold privately on the day will still qualify for the draft, providing these sales are lodged and paid for within two hours of the completion of the sale. Campdraft horses sold at the Landmark Classic Sale will become eligible to compete in the Landmark Classic Campdraft, to be held annually. Entry forms for the Landmark Classic Campdraft will be available from Landmark Tamworth in mid November 2015, and must be completed by owners wishing to enter horses in the Landmark Classic Campdraft. Separate terms and conditions will attach to entry into the Landmark Classic Campdraft.

Horses and owners will only be eligible for the prizemoney and trophies that attaches to the Landmark Classic Campdraft if the following conditions are complied with:

- The horse was purchased at a Landmark Classic Campdraft Sale.
- The horse is 5 years old or under at the date of the Landmark Classic Campdraft.
- A horse can be entered in multiple Landmark Classic Campdrafts whilst they are under the age of 5, but if they win any Landmark Classic Campdraft, they become ineligible to compete again in future Landmark Classic Campdrafts.
- No horse is eligible to compete in the Landmark Classic Campdraft if it was sold at the Landmark Classic Campdraft Sale by the vendor to a purchaser that is related to the vendor either by syndicate, company or family.
- **Any horse resold by any other method other than through a Landmark Classic Sale will no longer be eligible to compete in the Landmark Classic Campdraft.**

CHANCES TO COMPETE IN THE LANDMARK CLASSIC CAMPDRAFT

Please note horses are aged as from the 1st of August.

- **2012 Drop Progeny 3 years eligible**
- **2011 Drop Progeny 2 years eligible**
- **2010 Drop Progeny 1 years eligible**

PAYMENT OF ACCOUNTS**Methods of Accepted Payment:**

- **CASH**
- **EFTPOS** - (American Express/Diners Club Cards will not be accepted)
- **CHEQUE** - (pre approved cheque is accepted subject to clearance)
- **LETTER OF INTRODUCTION**
- **INTERNET BANKING** (Please ensure you increase your internet banking limit)

NO CREDIT WILL BE GIVEN FOR THIS SALE.

VERBAL AGREEMENTS DO NOT CONSTITUTE PROVISION OF A CREDIT FACILITY.

ALL BUYERS MUST BE PRE-REGISTERED

The Landmark Classic Sale operates under a pre-sale Buyer Registration System. Landmark reserves the right to reject any bid taken from an unregistered bidder and re offer the lot for sale.

PERSONS ACTING AS AGENTS

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

CASH

Trading terms for the sale will be strictly cash on the day however EFTPOS facilities will be available with a 0.79% surcharge to apply to Visa & MasterCard transactions.

American Express or Diners Club cards will not be accepted.

ELECTRIC FUNDS TRANSFER:

Landmark Operations

BSB: 062-000

Acc: 11323901

Reference: Classic (Lot Number/s)

PRE-APPROVED CHEQUE

Pre-approved cheque is acceptable as a type of payment. All applications paying via pre-approved cheque must be made to Landmark Tamworth prior to **4.00pm Thursday 5th February 2015** and meet the conditions set out by Landmark Operations Pty Ltd.

LETTERS OF INTRODUCTION

Purchasers wishing to book their purchases from the 2015 Landmark Classic Campdraft Sale to an outside agent or other Landmark branch will require a letter of introduction from their agent or Landmark branch authorising Landmark Tamworth to do this.

If payments aren't received within the required time frames Landmark has the discretion to make your horse/s in eligible for future Landmark Sales and Campdrafts.

Letters of introduction from the previous Landmark Classic Campdraft Sale do not establish credit for the 2015 sale. A new letter of introduction will be required.

Letters of Introduction can be emailed to the following address – maree.fields@landmark.com.au

All purchasers must settle accounts within two hours of completion of sale or any unsettled lots will be re-offered at the expense of the purchaser including any price variation, where the eventual sale price is higher than the original sale price.

No rebates will be paid.

A reminder to all successful purchasers, risk, ownership and responsibility for your horse changing hands at the fall of the hammer and you are then responsible for feeding, rugging and transport of the horse from that time. If you wish to insure any lots purchased we will have our insurance representatives on hand on sale day.

Any vendor or purchaser removing the sale number from any lot after it has been sold will fully indemnify and keep indemnifying Landmark for any loss, costs or damage it suffers in the event the lot is wrongly delivered. The auctioneer may, should it think fit, make arrangements on a purchaser's behalf for the feeding, watering, trucking, shipping of and general attendance to any lot after sale but no responsibility will be accepted by the auctioneer and all such service will be at the purchaser's risk and expense.

GST

The knock down price (or sale price) of the horses will be **exclusive** of GST. (If GST applies it must be added onto the sale price.)

Purchasers will need to check the GST Status of the lot or lots that they wish to purchase to determine if GST applies. Each lot in the catalogue has been marked either GST Reg: Yes (add on 10% to knock down price) or GST Reg: No (no GST applies, purchasers pays knock down price). GST details of each lot are according to details supplied to us by Vendors when they nominated their horses for sale.

PAYMENT TERMS & INTEREST FEES

Unless prior arrangements made. Trading terms are strictly cash on the day of sale. Where sales are approved to be debited to a Landmark Livestock Trading Account, payment terms are strictly 7 days from date of sale after which Interest will accrue at a rate of 18%.

DISCLAIMER

The information supplied in this brochure is provided to Landmark by vendors of the livestock. Whilst Landmark makes efforts to ensure that the information provided is accurate at the time of printing, Landmark accepts no responsibility for the accuracy, reliability or any interpretation of the information supplied in this brochure. Purchasers must ensure that they satisfy themselves that the livestock offered meets their individual requirements.

HEIGHT REFERENCE

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

VETERINARY INSPECTIONS

Potential purchases wishing to have pre sale vet inspections/ x-rays must be carried out prior sale and with the vendors consent.





• 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.

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.



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(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.



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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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These are recommended conditions of sale. They are provided to ALPA members as recommended terms and conditions only.



THE AUSTRALIAN STOCK HORSE SOCIETY

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Email: info@ashs.com.au

The Breed for Every Need

www.ashs.com.au

REGISTRATION NUMBER CODES:

STUD BOOK – Providing the Registered Owner is a Financial Member of the Society, the horse will be eligible to compete in events reserved for Australian Stock Horses, be advertised or sold as a Registered Australian Stock Horse. For breeding purposes, the following mating options apply for Stud Book Australian Stock Horses, providing all regulation requirements are complied with:

Mated to:

Stud Book
Second Cross
First Cross
Unregistered

Resulting Progeny:

Stud Book
Stud Book
Second Cross
First Cross – Mare or Gelding Only, unless the unregistered horse has sufficient Stud Book ASH Registered parents for Special Merit – Second Cross to apply

C1 FIRST CROSS – Providing the Registered Owner is a Financial Member of the Society, the horse will be eligible to compete in events reserved for Australian Stock Horses, be advertised or sold as a Registered Australian Stock Horse. For breeding purposes, the following mating options apply for First Cross Australian Stock Horses, providing all regulation requirements are complied with:

Mated to:

Stud Book
Second Cross
First Cross
Unregistered

Resulting Progeny:

Second Cross
First Cross – Mare or Gelding Only
First Cross – Mare or Gelding Only
Not Eligible, unless the unregistered horse has two Stud Book ASH Registered parents for Special Merit – Second Cross to apply.

C2 SECOND CROSS – Providing the Registered Owner is a Financial Member of the Society, the horse will be eligible to compete in events reserved for Australian Stock Horses, be advertised or sold as a Registered Australian Stock Horse. For breeding purposes, the following mating options apply for Second Cross Australian Stock Horses, providing all regulation requirements are complied with:

Mated to:

Stud Book
Second Cross
First Cross
Unregistered

Resulting Progeny:

Stud Book
Second Cross
First Cross – Mare or Gelding Only
Not Eligible, unless the unregistered horse has two Stud Book ASH Registered parents for Special Merit – Second Cross to apply.

SM SPECIAL MERIT – STUD BOOK STATUS – Providing the Registered Owner is a Financial Member of the Society, the horse will be eligible to compete in events reserved for Australian Stock Horses, be advertised or sold as a Registered Australian Stock Horse. For breeding purposes, the same mating options as Stud Book applies.

B2 BREEDING PURPOSES – SECOND CROSS STATUS – are NOT ELIGIBLE to be shown in any events restricted to Australian Stock Horses. Breeding Purposes horses may be offered for sale as a led broodmare or sire only, not eligible for ASH events. For breeding purposes, the same mating options as Second Cross applies.

BP BREEDING PURPOSES – STUD BOOK STATUS – are NOT ELIGIBLE to be shown in any events restricted to Australian Stock Horses. Breeding Purposes horses may be offered for sale as a led broodmare or sire only, not eligible for ASH events. For breeding purposes, the same mating options as Stud Book applies.

F FOAL RECORDED ONLY – NOT ELIGIBLE to be shown in Australian Stock Horse events or sold as a Registered Australian Stock Horse.

HALL OF FAME – horse name suffix:

FS Foundation Sire – Registered ASH Stallions, registered in the first ten years (registration numbers 1 – 65,000), with over 1,000 Registered ASH Descendants within five generations.

FM Foundation Mare – Registered ASH Mares, registered in the first ten years (registration numbers 1 – 65,000), with over 500 Registered ASH Descendants within five generations.

IS Impact Sire – Registered ASH Stallions that are progeny of Foundation or Impact Stallions and registered in the first ten years (registration numbers 1 – 65,000) with over 1,000 Registered ASH Descendants within five generations. OR, ASH Stallions registered after first 10 years (registration numbers over 65,001) with over 1,000 Registered ASH Descendants within five generations.

IM Impact Mare – Registered ASH Mares that are progeny of Foundation or Impact Mares and registered in the first ten years (registration numbers 1 – 65,000) with over 500 Registered ASH Descendants within five generations. OR, ASH Mares registered after first 10 years (registration numbers over 65,001) with over 500 Registered ASH Descendants within five generations.

HERITAGE STOCK HORSE – horse name suffix:

HSH Heritage Stock Horse
TB 100% Thoroughbred

AB 50-100% Approved Breeds existing in Australia before 1950
ABP 100% Approved Breeds existing in Australia before 1950

MB 50-100% Modern Breeds introduced to Australia after 1950
MBP 100% Modern Breeds introduced to Australia after 1950

UB 50-100% Unknown breeding foaled after 1960
UBP 100% Unknown breeding foaled after 1960

LH Limited Heritage (not eligible under any other code)

COMPETITION ELIGIBLE

Horses that have Competition Status - Not Eligible are NOT eligible to participate in events restricted to Registered Australian Stock Horses. Such horses may be suspended, deceased, owner unfinancial, sold to non-Member, foal recorded, not registered or registered for breeding purposes only.

Should the Registered Owner of an Australian Stock Horse be unfinancial, the registration of the horse will be SUSPENDED until such time as the owner is a Financial Member of the Society. A suspended horse is NOT eligible to compete in any ASH events (including Sales).

SIRE REGISTRATION

A horse will not be considered Sire Registered until all fees have been paid and the registration has been recorded with the Society as follows:

- All ASH stallions or colts being used for breeding must be Sire Registered and DNA Recorded.
- Sire Registered stallions or colts not DNA Recorded are SUSPENDED.

DNA RECORDING TESTING:

Not Parentage Verified
Parentage NOT verified by DNA Testing

Parentage Verified
BOTH Sire and Dam verified by DNA Testing

Sire Verified Only
ONLY Sire verified by DNA Testing

Dam Verified
ONLY Dam verified by DNA Testing





Breeding Chart for AQHA

Parent One:	Parent Two:	Progeny:
Q	Q, R1, R2	Q
Q	A3	Q
Q	A2	A3
Q	A1	A2
Q	A	A1
Q	AX	A1
A3	A3	A3
A3, A2, R2 A2,	R2	A2
A3, A2, R1, R2	R1	A1
A3, A2, A1, R2, R1,	A1	A1
A3, A2, A1, A, R2, R1,	A	A
Q	FS, FM	A1
R2, R1, A3, A2, A1, AX	FS, FM	A1
R2, R1, A3, A2, A1, A	AX	AX
AX,	FS, FM AX	AX

In all cases above where either parent is deceased and does not have DNA on file with the Association, an Affidavit will be required by the progeny owner stating that the horse is deceased before an AX registration may be allocated.

Genetic Testing

In accordance with the AQHA Rules and Regulations all registrations must complete DNA and Parentage Verification. The horse may also be required to complete any genetic testing required by the AQHA.

DNA

All horses eligible for registration in the Stud Book or Appendix Register must have:

- a) A DNA type recorded.
- b) Be parentage verified.
- c) A written report must be obtained from a laboratory approved by the Association and in accordance with procedures adopted by the Association.
- d) The Association may appoint a representative to be present at the time the DNA sample is taken.
- e) Once a DNA type is filed with the Association, it is not necessary to repeat such filing annually, except if requested by the Association.

HYPP - Hyperkalaemic Periodic Paralysis

Is an Autosomal Dominant Genetic Disorder

A muscular disease caused by a hereditary genetic disorder that leads to uncontrolled muscle twitching or profound muscle weakness and in severe cases may lead to collapse and/or death. According to research this condition exists in certain descendants of the stallion "Impressive" AmQHA #0767248.

HERDA - Hereditary Equine Regional Dermal Asthenia

Is an Autosomal Recessive Genetic Disorder

A devastating disease, that causes the skin to lift and peel away. The condition, which renders a horse unable to wear a saddle or harness, is known by two names: Hyperelastosis Cutis and Hereditary Equine Regional Dermal Asthenia. The reported age of onset ranges from birth to four (4) years old. According to research this condition exists in certain descendants of the mare "Miss Taylor" AmQHA #0002636 & stallion Poco Bueno" AmQHA #0003044.

OLWS – Overo Lethal White Syndrome

Is an Autosomal Recessive Genetic Disorder

A disorder in which the caecum, colon and sometimes the rectum, undergo a large dilation and fill with faecal mass. Associated with homozygosis of the Overo Lethal White gene it results in incomplete migration of nerve cells to the large intestine during embryonic development. Affected foals may die within seventy-two (72) hours of birth.

All AQHA registered horses applying for Foundation Recording must complete the entire genetic tests above and return a negative result to be eligible for recording with the Association.



Your
INVITED

Happy Hour on Tuesday,
3rd Feb from 6pm to 7pm

Come enjoy the Prydes Easi Feed
Australian Performance Challenge and Presentation.
**Discounted family meals will be
available on the mezzanine level.**



Landmark Classic Store Cattle Sale



2000 Quality Steers & Heifers

11am Thursday, 5th February 2015

A/C Northern NSW Cattle Producers

This sale will feature the top drafts from some of the best herds in Northern NSW. Attendance at this annual sale is highly recommended.

Bookings to your preferred Landmark Agent. For more information, please contact-

Landmark Tamworth (02) 6765 5211

Scott Simshauser 0427 950 454

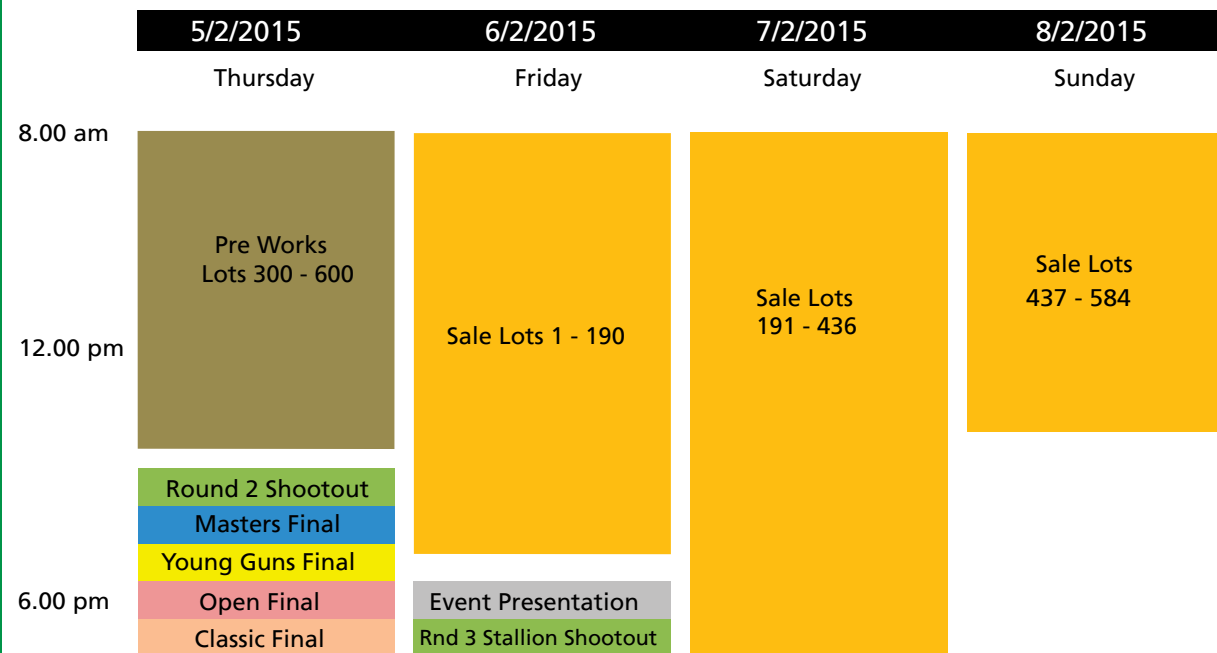
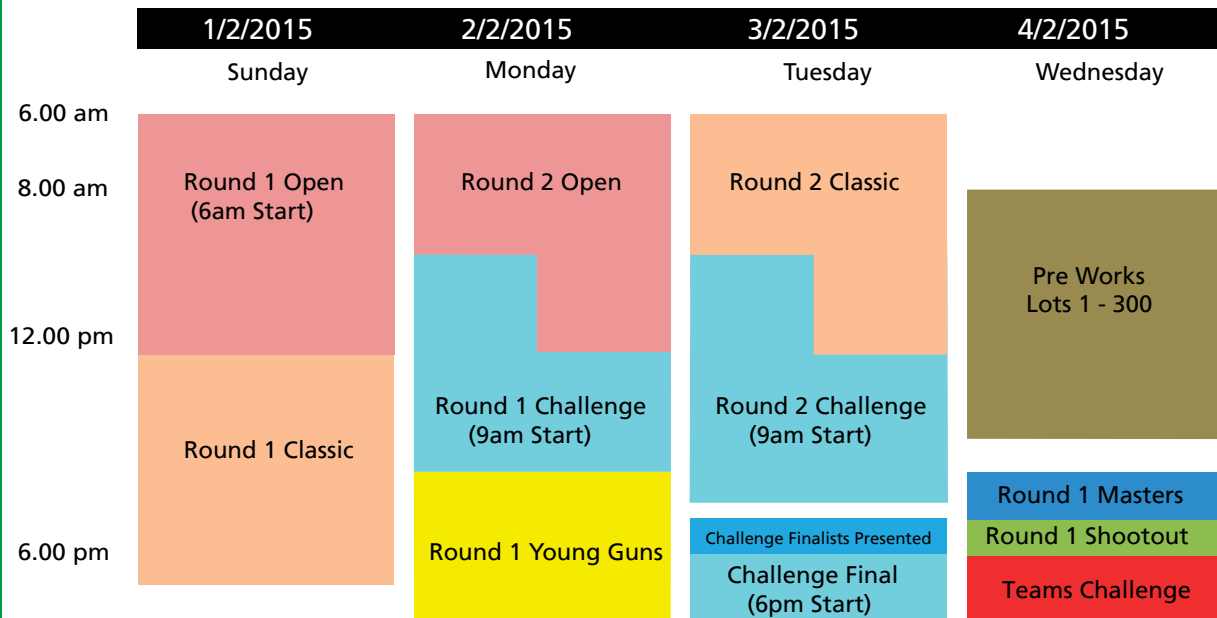
Simon Rafferty 0427 110 046

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LANDMARK

Landmark Classic Program of Events.

All are welcome to auctioneers meet and greet Saturday, 6pm (31/01/2015)
 NB: Some adjustments to times may be made.



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• SIRES DIRECTORY •

SIRE	LOT No.
Acre Maker	498
Acres Destiny (IMP)	24, 75, 84, 109, 110, 120, 121, 142, 180, 201, 224, 227, 241, 242, 258, 283, 285, 288, 298, 304, 345, 347, 349, 354, 364, 367, 374, 378, 382, 402, 414, 489, 490, 494, 500, 526, 553, 573, 579,
Acres Fortyniner	192, 305
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Aces of Acres	250
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Almora QP Double Doc	80, 316, 380, 530
Anncrouye Indiana	583
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Benbraggie Capper	200
Benbraggie Capper	200, 561
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Bluegrass Magnum	351, 540
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• SIRES DIRECTORY •

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Landmark Classic Store Cattle Sale.

2000 Quality Store Cattle

BTB/LM3587

A/C Northern NSW Cattle Producers

Thursday, 5th February 2015 at 11.00am at TRLX.

This sale will feature the top drafts from some of the best herds in Northern New South Wales. Reputable high performance steers and heifers, outstanding quality lines of females will be a trademark of the 2015 Landmark Classic Cattle Sale.

Attendance at this annual sale is highly recommended. Your participation in this Classic cattle sale will provide you a distinct advantage in maximising your beef profit.

For more information, please contact **Landmark Tamworth** (02) 6765 5211 **Scott Simshauser** on 0427 950 454 or **Simon Rafferty** on 0427 110 046.

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LANDMARK

Meet the Auctioneers.



Mark Barton

0419 488 256

Selling Runs:
170 – 190
407 – 436
537 – 553



Joel Fleming

0467 725 195

Selling Runs:
1 – 26
241 – 264
378 – 406
554 – 584



Colby Ede

0417 265 980

Selling Runs:
129 – 148
265 – 291
492 – 517



Chris Williams

0428 268 839

Selling Runs:
149 – 169
350 – 377



Gavin Beard

0438 452 810

Selling Runs:
99 – 128
518 – 536



Scott Cooper

0427 674 411

Selling Runs:
78 – 98
292 – 315



Andrew Wishart

0407 424 706

Selling Runs:
27 – 48
217 – 240
470 – 491



Paul Dooley

0458 662 646

Selling Runs:
49 – 77
191 – 216
316 – 349
437 – 469



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• SIRES DIRECTORY •

SIRE	LOT No.
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David Andrews "Woodside", Rouchel Rd, ABERDEEN, NSW, 2336	342, 505
John Angus 362 Freshwater Rd, KILMANY, VIC, 3851	8
Lloyd Aquilina 8 Barrys Lane, MARKWELL, NSW, 2423	27
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Colin Ayre "Boondaroo", 108 Thorntons Road, DUNGOWAN, NSW, 2340.....	46, 320
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R.J Barry 7 Baringa Place, TAMWORTH, NSW, 2340	485
Troy & Debbie Bates "Hylton Park", 1475 Blue Mountain Rd, BLUE MOUNTAIN, QLD, 4737	41
Helen Batterham "Renmark", 2366 Waverley Road, TIMOR, NSW, 2338.....	386
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G & R Beresford "Cloverdale", 683 Koondail Road, BELL, QLD, 4408	85
Gavin Blumer 97 Hotham Street, CASINO, NSW, 2470	522
C.C Bognall & E.J McMurrich, "Balarang Station", Waverley Road, TIMOR, NSW, 2338	170
Tracy Boland P.O. Box 272, COWRA, NSW, 2674	516
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Boonara Holdings Pty Ltd 131 Rogash Road, TANSEY, QLD, 4601	143, 303, 575
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Bruce & Judy Birney 97 Whitehouse Lane, TAMWORTH, NSW, 2340	150, 321
J.R & K.R Birney P.O. Box 464, St GEORGE, QLD, 4487	300
Rick Broad 11 Argalong Road, LACMALAC via TUMUT, NSW 2720	9
Diane Brombal 38 Faulkner Rd, WURALLAH, NSW, 2480	105
Lloyd & Mary Brown P.O. Box 3027, MALLANGANEE, NSW, 2469	433, 567
Richard D. Bull "Tamarang", 291 Bull Road, New England Hwy, TAMWORTH, NSW, 2340	286, 571
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John & Jenn Corbett, "Clear Hills", 2601 Yaven Creek Road, ADELONG, NSW, 2729	291
Corbould Oakdene Pty Ltd, "Oakland", 298 O'Keefe Rd, RAMSAY, QLD, 4358	139
Peter Costello Quarter Horses "Glenbrook", Halls Creek Road, MANILLA, NSW, 2346	130, 310
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