



quality · integrity · vision · performance



# **ON PROPERTY SALE DAY**

Monday 13th February, 2017 Inspection from 9am - Sale 11am E.S.T.

# **FIELD DAY**

Monday 30th January 2017 from 8.30am

# YARRAM PARK **2017**

quality · integrity · vision · performance

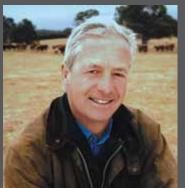


# **Antony & Sybil Baillieu**

Yarram Park 2994 Moyston-Dunkeld Road Willaura VIC 3379

T: 03 5354 1406 M: 0417 519 599 F: 03 5354 1505 Founded in **1947** 

500 quality performance breeders



# **Jeremy Upton**

General Manager

Yarram Park 2994 Moyston-Dunkeld Road Willaura VIC 3379

T: 03 5354 1407 M: 0408 436 299 F: 03 5354 1308

Yarram Park is a comfortable 3-hour drive from Melbourne Airport or 50 minutes from Hamilton Aerodrome.



# **Michael Petersen**

Cattle Manager

Yarram Park 2994 Moyston-Dunkeld Road Willaura VIC 3379

M: 0437 981 870

# AIRPORTS

Hamilton Aerodrome is an all-weather strip with lights. Phone the Aerodrome on 03 5574 8220.

Yarram Park has its own light aircraft strip, 27 I radial from Yarrawee 23.3km D.M.E Mt William 1280 metres running north-south, with wind sock northern end.

We can arrange pick up from Melbourne Airport or Hamilton Aerodrome.







# YARRAM EMPIRE L023

A top end Empire son displaying wonderful softness and cosmetics, yet combines lots of performance with a very good carcase and plenty of depth. A very strong young sire prospect.

MARKET	INDEX	BREED
TARGET	VALUE	AVERAGE
Supermarket	+\$72	+\$74
Grass-fed	+\$66	+\$69
Grain-fed	+\$80	+\$77
EU Index	+\$83	+\$84

Calved	Birth weight	200-day milk	200-day weight	400-day weight	600-day weight	Pigment
13/03/2015	+5.2	+21	+27	+49	+74	100/100
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: YARRAM EMPIRE H152 (H)
+1.4	-	+3.4	+1.5	+0.4	-0.9	Dam: CHARNOCK LASS 235 (AI) (H)



Yarram Park 2017



EU Accredited: 3ARHT000

Great Southern Q.A. 210-B5 Vet Checked

Dr Ian McLeod

T: 03 5573 3223 M: 0427 721 965

Carcase Scanned and Assessed Liam Cardile Xcel Beef

T: 02 6036 3797 M: 0409 572 570

# HERD **HEALTH**

- All sale bulls have completed their full
   7 in 1, Pestiguard and Vibrio vaccination program.
- All bulls have been summer drenched with Vetmec and will be drenched again prior to leaving Yarram Park.
- All bulls have been treated with Vitamin ADE and Arrest.
- Any herd health issues can be discussed with:
  Dr John Brennan
  T: 03 5352 1021
  M: 0427 678 131

# **DELIVERY**

Yarram Park will arrange all transport directly to your property.

"An impressive draft of structurely sound, even tempered bulls."

Dr John Brennan Principal Ararat Veterinary Clinic 03 5352 1021

# AFTER SALES SERVICE

We remain totally focussed on your new bulls performance after leaving Yarram Park and the impact he has on your herd.

If we can be of any assistance with your breeding, classing or management program, we are only too happy to help out.

We can also organise and set up your specific artificial insemination programs, including Al technicians, synchronising requirements and match sires to suit your individual herd needs.

"The Yarram Park sale bulls have undergone a rigid selection process resulting in an outstanding draft of eventempered bulls of ideal condition, ready to work. The Yarram Park staff are to be congratulated on their commitment to quality."

Dr lan McLeod 0427 721 965



# A YEAR AT **YARRAM PARK**

After 69 years of private marketing of the Yarram Park bulls, we are very excited to announce that we are now moving to the auction system commencing in 2017.

We know we will never accommodate all of our client's wishes in regard to the method of marketing bulls, and up until the last few years the majority of buyers have indicated their preference for private selection of their sires.

Our choice of marketing will always be driven by the majority of our client's preference of buying, and it has become clear in the last few years that focus has shifted to the more conventional auction system.

Moving forward we hope you will all embrace this decision, and are happy with our choice of marketing.

Our first annual on property bull sale will be held on Monday the 13th of February 2017, in the bull complex we have previously used for field days and private selection. The sale will commence at 11am E.S.T., in the hope of avoiding the heat and giving visitors plenty of time for travel pre and post-sale.

All bulls will be lotted and penned for inspection on the day from 9am, with the sale under the central roof area with bulls sold on screen video rather than through the traditional sale ring. An ideal time for pre-sale inspection will be at the annual Beef week field days on **Monday the 30th January, 2017.** All bulls lotted for sale will be available for inspection from 8.30am, along with our major sires and a large selection of females to reflect our breeding program.

We look forward to seeing as many as possible on this field day in January.

We are very proud of the young sires we will have on offer for our first on property sale representing many years of dedicated breeding and investment, using the best possible genetics on offer to infuse into our program.

After 2 years of very challenging seasonal conditions, we have finally enjoyed a wonderful 6 months in agriculture. Water supplies have been fully replenished; we have generous feed conditions, and prices for all our commodities barring grain are at all-time highs. It is an exciting time to be in farming, and the stars should align for very strong weaner sales in January 2017.

We wish you every success for the selling season ahead, and look forward to seeing you all at Yarram Park in the New Year.

With best wishes and a very Happy Christmas to you from all the team at Yarram Park.

Jeremy Upton.

# **SALE DETAILS**

# **INSPECTION**

Ideally during our Beef week field day on Monday 30th of February, 2017 from 8.30am.

Otherwise by prior appointment or on Sale day, Monday 13th of February 2017 from 9am E.S.T.

# **CATERING**

Morning tea and lunch will be available

#### **BUYERS REGISTRATION**

The buyers number system will be in operation, so all prospective purchasers will need to register prior to the sale

# PHONE BIDDING

Mobile phone service is very poor around the sale complex; however the sale will be conducted in conjunction with auction plus using their link phone system

### **SELLING ORDER**

The vendor and selling agents reserve the right to alter the selling order

#### **GST**

All lots will be sold exclusive of GST

# **INSURANCE**

We recommend insurance which can be arranged on the day with Elders. While all care will be taken with the bulls prior to delivery, they become the purchaser's responsibility at the fall of the hammer.

# **DELIVERY**

Will be available for those requiring trucking, and will commence from Tuesday 14th February.

Steve Palling M: 0418 551 865 Laurie Higgins M: 0427 541 244 Stephen Smith M: 0428 636 236

# **ACCOMMODATION**

Botanical Hamilton Ph: 03 5572 1855 Lonsdale Hamilton Ph: 03 5572 4055

Grangeburn Hamilton Ph: 03 5572 5755 Royal Mail Dunkeld Ph: 03 5577 2241





# **YARRAM EMPIRE L215**

A very good young empire son who we will utilize in our stud program. He displays great length and depth with an excellent carcase, and combines softness with lots of eye appeal.

MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$97	+\$74
Grass-fed	+\$89	+\$69
Grain-fed	+\$97	+ \$77
EU Index	+\$109	+ \$84

Calved	Birth weight	200-day milk	200-day weight	400-day weight	600-day weight	Pigment
25/04/2015	+6.5	+19	+37	+66	+97	100/100
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: GLENDAN PARK EMPIRE E002 (AI) (ET) (H)
+2.3	+64	+5.2	+2.4	-0.1	-0.6	<b>Dam:</b> YARRAM FANCY G252 (H)





# **YARRAM STORM L257**

A beautifully balanced young sire, this is a feature bull. Displaying great length and a tremendous carcase, L257 is a very complete bull with combining a proven pedigree and wonderful eye appeal. A top sire prospect.

MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$82	+\$74
Grass Fed	+\$74	+\$69
Grain Fed	+\$84	+\$77
EU Index	+\$89	+\$84

Calved	Birth weight	200-day milk	200-day weight	400-day weight	600-day weight	Pigment
13/05/2015	+7.4	+15	+41	+59	+93	100/100
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: YARRAM STORM G117 (H)
+2.0	+52	+2.3	+0.6	-	0.0	<b>Dam:</b> YARRAM FANCY M F221 (H)





# **YARRAM EMPIRE L109**

A powerful Empire grandson, this young sire has a tremendous carcase and wonderful depth. He is a bull who will add great thickness and commercial value to his progeny.

MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$88	+\$74
Grass Fed	+\$79	+\$69
Grain Fed	+\$73	+\$77
EU Index	+\$98	+\$84

Calved	Birth weight	200-day milk	200-day weight	400-day weight	600-day weight	Pigment
29/03/2015	+4.7	+19	+34	+59	+87	100/100
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: YARRAM EMPIRE H152 (H)
+0.2	+59	+4.0	+2.7	-0.9	-1.6	<b>Dam:</b> YARRAM ANGELA F068 (AI) (TW) (H)

# UNDERSTANDING ESTIMATED BREEDING VALUES (EBVS)

# BWT Birth weight EBV (kg)

Based on the measured birth weight of animals, adjusted for dam age. The lower the value the lighter the calf at birth and the lower the likelihood of difficult birth.

#### SS Scrotal Size EBV (cm)

Calculated from the circumference of the scrotum, measured in centimetres and adjusted to 400 days of age. This EBV is an indicator of male fertility in regards to semen quality and quantity. Higher (positive) EBVs indicate higher fertility. Scrotal size is also positively associated with earlier age at puberty of bull and heifer progeny.

# Milk 200 day Milk EBV(kg)

An estimate of an animal's milking ability. For sires, this EBV indicates the effect of their daughter's milking ability on the 200-day weight of their calves

#### 200 200 day growth EBV (kg)

Calculated from the weight of animals taken between 80 and 300 days of age. Values are adjusted to 200 days and for dam age. This EBV is the best single estimate of an animal's genetic merit for growth to early ages.

# 400 400 day growth EBV (kg)

Calculated from the weight of progeny taken between 301 and 500 days of age, adjusted to 400 days and for age of dam. This EBV is the best single estimate of an animal's genetic merit for yearling weight.

# 600 600 day growth EBV (kg)

Calculated from the weight of progeny taken between 501 and 900 days of age, adjusted to 600 days and for age of dam. This EBV is the best single estimate of an animal's genetic merit for growth beyond yearling age.

# MWT Mature Cow Weight EBV (kg)

Based on the cow weight when the calf is weighed for weaning, adjusted to 5 years of age. This EBV is an estimate of the genetic difference in cow weight at 5 years of age. Smaller, or more moderate EBVs, are generally more favourable.

#### EMA Eye Muscle Area EBV (sq cm)

Estimates genetic differences in eye muscle area at the 12/13th rib site of a 300kg dressed carcase. More positive EBVs indicate better muscling on animals.

#### RIB Rib Fat EBV (mm)

Estimates the genetic differences in fat depth at the 12/13th rib in a 300kg dressed carcase. More positive EBVs indicate more subcutaneous fat and earlier maturity.

### **RBY% Retail Beef Yield Percent EBV (%)**

Represents total (boned out) meat yield as a percentage of a 300kg dressed carcase. A more positive EBV indicates percentage yield for the 300kg carcase size.

#### IMF% Intra-muscular Fat Percent EBV (%)

Estimate of the genetic difference in the percentage of intramuscular fat at the 12/13th rib site in a 300kg carcase. Depending on market targets, larger more positive values are generally more favourable.

# AUSTRALIAN HEREFORD SOCIETY BREED AVERAGE EBVS FOR 2015 BORN CALVES

Birth weight	200-day weight	400-day weight	600-day weight	Mature Cow Weight
+4.3	+28	+45	+65	+62
200-day milk	Scrotal CM	Days to calving	Calving ease direct	Gestation length
+13	+1.5	-2.0	-0.3	-0.1
Carcase weight	EMA	Rib Fat	Rump Fat	Retail Beef Yield
+40	+2.7	+0.2	+0.2	+0.8
IMF%	Supermarket	Grass fed	Grain Fed	EU
+0.01	+\$67	+\$62	+\$68	+\$76

# UNDERSTANDING HEREFORD SELECTION INDEXES

Selection indexes rank animals for a single production goal: profit. They take the hard work out of knowing how much emphasis to give each of the available growth, maternal, carcase and fertility EBVs when selecting parent animals - an index is a composite EBV of traits best suited to a particular production system and targeted market.

These indexes are calculated for all Hereford animals on the combined database and are derived using BreedObject software and Group Breedplan EBVs. They cover a range of targeted production systems and markets, and reflect the relative emphasis of a range of traits when breeding to improve long-term profitability to.

There are four breed-specific selection indexes for Hereford cattle provided for commercial cattle producers by the Australian Hereford Society:

- Domestic Supermarket trade.
- Short-fed markets (100-150 days).
- Long-fed markets (220 days).
- European Union.

Typical production parameters, prices and costs underlie each selection index. Benefits and costs evaluated include both those for the sale animal from birth to slaughter and those for the sustainable cow herd.

In pasture phases, feed is assumed a limiting resource for a large part of the year and any increase in feed requirements is a cost item.

The assumed herd calving rate and level of calving difficulty reflect typical rates for Herefords, together with a moderate level of concern that these not change unfavourably.

The relative importance (%) of traits when breeding to optimise profit in commercial Hereford herds to three of the Hereford-specific market indexes are shown in the graphs on these pages.

"I have been delivering Yarram Park Bulls for over 17 years now, both locally and interstate. I can honestly say the Yarram Park Bulls have a very quiet temperament, making them a pleasure to transport."

> SL and SH Palling 0418 551 865

# **Supermarket Index**

Estimates the genetic differences between animals in net profitability per cow joined for an example commercial herd targeting pasture grown and finished steers for the domestic supermarket trade with no marbling requirement. Steers are assumed marketed at 475 kg live weight (240-260 kg HSCW and 10 mm P8 fat depth) at 17 months of age.

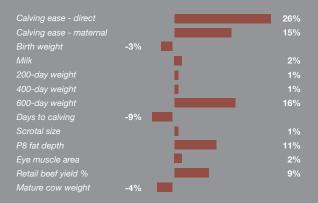
#### Relative importance (%) of traits:



#### Short-fed (100-150 Days) Index

Estimates the genetic differences between animals in net profitability per cow joined for an example commercial herd producing steers for 100-150 day grain fed markets with modest marbling (B1-B2). Steers are assumed marketed at 640-700 kg live weight (300-350 kg HSCW and 14 mm P8 fat depth) at 20-22 months of age, with a grain finishing period of 100-150 days

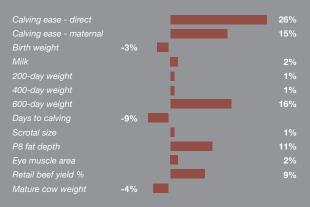
#### Relative importance (%) of traits:



# Long-fed Export Index (220 days)

Estimates the genetic differences between animals in net profitability per cow joined for an example commercial herd producing steers for the 200-250 day grain fed export markets with a medium requirement for marbling (B2-B3). Steers are assumed marketed at 720 kg live weight (350-400 kg HSCW and 20 mm P8 fat) at 24-26 months of age.

### Relative importance (%) of traits:





# FEATURE STUD SIRE STANDING AT YARRAM PARK

# YARRAM LOTTERY H220

H220 is an outstanding and very correct Lottery son who is a beautifully balanced young sire. He is a bull with wonderful eye appeal, and is out of a very good 69G cow. H220 has a very strong maternal background and displays great doing ability and capacity.



MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$91	+\$74
Grass Fed	+\$86	+\$69
Grain Fed	+\$91	+\$77
EU Index	+\$103	+\$84



Calved	Birth weight	200- day milk	200- day weight	400- day weight	600- day weight	Pigment Frame
29/04/2012	+3.3	+18	+32	+52	+74	100/100 +7.0
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: YARRAM LOTTERY E092 (AI) (TW) (H)
+0.1	+56	+4.2	+2.0	-0.2	-0.7	Dam: YARRAM CHIC Y413 (AI) (H)

# REFERENCE SIRES



Yarram Park's breeding policy focuses on breeding structurally sound, quality functional bulls with excellent constitution, good temperament and the ability to weigh.

The bulls listed represent sires of this year's sales team.

We look forward to offering you progeny from each of these bulls.

#### Yarram Unique F107 Sire: MAWARRA UNIQUE C041 Dam: YARRAM BLESSING A187 400-day weight 200-day milk 200-day weight 600-day weight ш weight Œ S +20 +4.5 +31 +61 +91 Retail IMF % beef yield 100/100 +5.5 +2.4 +0.5 + 7.5

#### Yarram Empire J102 Sire: GLENDAN PARK EMPIRE E002 Dam: YARRAM VICTORIA D157 200-day milk 200-day weight 400-day weight 600-day weight weight Œ +7.8 +19 +37 +63 +92 Retail beef yield **EMA** IMF % Pigment +5.2 +2.1 -0.2 + 7.0 100/90

	Days Carbine J141 Sire: DAYS	CALIBRE G74 (F	P) <b>Dam:</b> ALLE	NDALE FANC	CY A270 (P)	
ш		Birth weight	200-day milk	200-day weight	400-day weight	600-day weight
S		+5.4	+11	+30	+51	+71
		EMA	Retail beef yield	IMF %	Frame	Pigment
		+5.4	0.0	+2.0	+ 6.5	100/100

# Yarram Unique J145 Sire: YARRAM UNIQUE F107 (AI) (H) Dam: YARRAM MARINDA E111 (H)



Birth weight	200-day milk	200-day weight	400-day weight	600-day weight
+5.1	+16	+31	+60	+88
EMA	Retail beef yield	IMF %	Frame	Pigment
+4.5	+2.9	-0.4	+ 7.0	100/100

# Yarram Storm G117 Sire: GLENDAN PARK STORM W134 (H) Dam: YARRAM ANGELA Y043 (A1)(H)

SIRE



Birth weight	200-day milk	200-day weight	400-day weight	600-day weight
+4.5	+13	+32	+55	+89
EMA	Retail beef yield	IMF %	Frame	Pigment
+3.2	+0.3	+0.9	+ 7.0	100/100

# Yarram Legion F135 Sire: YARRAM LEGION C091 (AI) (H) Dam: YARRAM ANGELA Y374 (H)

IEIFER SIRE



Birth weight	200-day milk	200-day weight	400-day weight	600-day weight
+ 1.0	+11	+28	+49	+69
EMA	Retail beef yield	IMF %	Frame	Pigment
+5.0	+2.3	+0.2	+ 6.5	100/100

# Yarram Lottery H220 Sire: YARRAM LOTTERY E092 (AO (TW) (H) Dam: YARRAM CHIC Y413 (ALL (H)

SIR



Birth weight	200-day milk	200-day weight	400-day weight	600-day weight
+3.3	+18	+32	+52	+74
EMA	Retail beef yield	IMF %	Frame	Pigment
+4.2	+2.0	-0.2	+ 6.5	100/100

# Yarram Star General G256 Sire: YARRAM STAR GENERAL A212 (H) Dam: YARRAM ANGELA Y374 (H)



Birth weight	200-day milk	200-day 400-day weight weight		600-day weight
+ 3.0	+ 18	+ 30	+ 52	+ 73
EMA	Retail beef yield	IMF %	Frame	Pigment
+ 3.0	+ 1.1	+ 0.4	+ 7.0	100/100

# Mawarra Unique C041 Sire: GH NEON 17N (IMP) H Dam: MAWARRA MINERRA 554 ET1 (AI) (ET)

SIR



Birth weight	200-day milk	200-day 400-day weight weight		600-day weight
+3.6	+20	+33	+60	+85
EMA	Retail beef yield	IMF %	Frame	Pigment
+5.2	+1.3	+0.7	+ 7.0	100/100

# Glendon Park Empire E002 Sire: COOTHARABA MAGNUM Dam: GLENDON PARK MINERVA W164

SIRE



Birth weight	200-day milk	200-day weight	400-day weight	600-day weight
+ 4.9	+ 18	+ 28	+ 49	+ 72
EMA	Retail beef yield	IMF %	Frame	Pigment
+ 4.6	+ 1.9	+ 0.2	+ 8.0	100/100

# Yarram Pompeii K113 Sire: YARRAM POMPEII B356 ET (AI) (ET) (H) Dam: YARRAM ANGELA E056 (AI) (H)

SIRE



Birth weight	200-day milk	200-day weight	400-day weight	600-day weight
+7.4	+16	+36	+56	+82
EMA	Retail beef yield	IMF %	Frame	Pigment
+4.2	+1.9	-0.8	+ 8.0	100/100



SIRE



Birth weight	200-day milk	200-day weight	400-day weight	600-day weight
+2.5	+14	+25	+43	+68
EMA	Retail beef yield	IMF %	Frame	Pigment
+3.3	+0.6	-	+ 8.0	90/80

# Yarram Lottery K210 Sire: YARRAM LOTTERY E092 (AI) (TW) (H) Dam: YARRAM AUDREY D261D (H)

SIR



Birth weight	200-day milk	200-day weight	400-day weight	600-day weight
+6.7	+16	+37	+66	+101
EMA	Retail beef yield	IMF %	Frame	Pigment
+3.6	+2.1	-0.3	+ 8.0	100/100

# **ON PROPERTY SALE DAY**

Monday 13th February, 2017 Inspection from 9am - Sale 11am E.S.T.



# **FEATURE**AI SIRES



# WHY YOU SHOULD USE YARRAM PARK GENETICS

We are confident the investment in Yarram Park Genetics will lift your herd's breeding base, and the commercial demand for your commodity.

Yarram Park has established an unparalleled reputation over more than 60 years of breeding for bulls that are proven and durable performers. In addition, Yarram Park's performance and progeny tested sires excel in a range of trials, reinforcing the quality and profitability of the stud's bloodlines.

### Trials that have been carried out include:

- Genetics Australia Progeny Test.
- Elders IGM Progeny Test.
- Co-operative Research Centre Carcase Quality Trial.
- ICM Feedlot Trial.
- MSA Steer Carcase Trial.
- AHS Progeny test trials (over many years).

**Sires for Trait Leaders:** Birth, milk, 200, 400, 600 day and EMA now available from Yarram Park.

**Bulls bred for:** Constitution, doing ability, easy care management.

Many Yarram Park blood sons are being sourced for the extreme conditions of North-Western Australia and Western New South Wales because of their ability to thrive, and their easy management in harsh conditions.

We can also arrange to set up and run your own Al program, with recommended bulls for individual needs.

"We have been using Yarram Park bulls for 15 years now and are very happy with the progeny from these genetics. Over the last 8 years we have been selecting the top end bulls, and also utilizing Artificial Insemination with the leading sires from Yarram Park. This has definitely resulted in us achieving increasing weaning weights and a premium in the market. More importantly the quality of the females we have been retaining have been the real positive."

John and Elizabeth Craig
Inverell Casterton





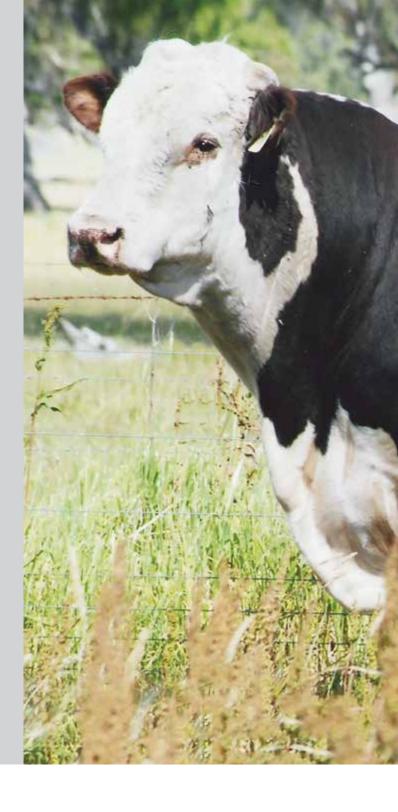
# FEATURE AI SIRES

# YARRAM UNIQUE F107

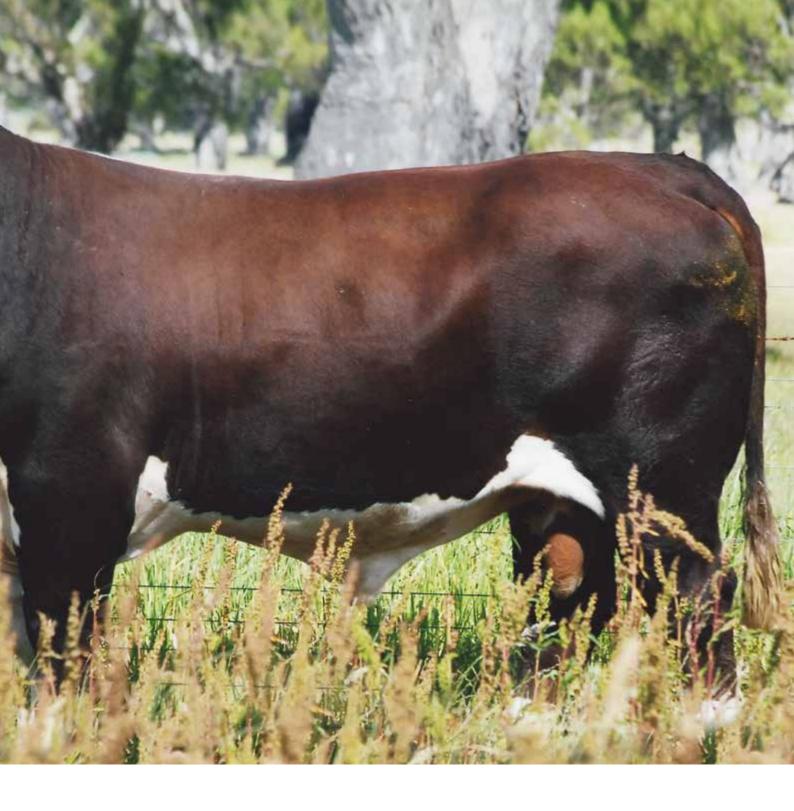
The first of our Uniques and this is one of the very top bulls we have bred for some time. Beautifully balanced and free moving, F107 offers the complete package with a great carcase and capacity, yet still soft and smooth-coated.

He is out of a very good M629 cow, and has excellent all-round performance data. He was ranked number one as our highest scanning EMA bull for 2011. Congratulations to the Fraser family on their purchase of Yarram Unique F107 for \$25,000 in January 2013.

We are confident he has had a positive impact on the very good Red Hill Stud.



MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$ 100	+\$ 74
Grass Fed	+\$ 93	+\$ 69
Grain Fed	+\$ 113	+\$ 77
EU Index	+\$ 113	+\$ 84



Calved	Birth weight	200- day milk	200- day weight	400- day weight	600- day weight	Pigment
22/03/2010	+4.5	+20	+31	+61	+91	100/100
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	<b>Sire:</b> MAWARRA UNIQUE C041 (AI) (H)
+0.9	+64	+5.5	+2.4	+0.5	-1.6	<b>Dam:</b> YARRAM BLESSING A187 (H)





# **YARRAM STORM G117**

Another outstanding Storm son with tremendous length and depth. G117 is ideally marked, soft coated with excellent skin and hair type, and is a top stud sire prospect. G117 has been used heavily in the stud the past 3 years with some very good sons available for sale this year.

MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$96	+\$74
Grass Fed	+\$91	+\$69
Grain Fed	+\$109	+\$77
EU Index	+\$105	+\$84

Calved	Birth weight	200-day milk	200-day weight	400-day weight	600-day weight	Pigment
23/03/2011	+4.5	+13	+32	+55	+89	100/100
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: GLENDAN PARK STORM W134 (H)
+2.7	+55	+3.2	+0.3	+0.9	+1.3	<b>Dam:</b> YARRAM ANGELA Y043 (AI) (H)





# YARRAM VICE ADMIRAL G134

One of our very good Vice Admiral sons, G134 is an extremely correct, free moving and well balanced bull. A strong carcass sire with great capacity and length, this is a very good young sire, with sons available for sale this year.

MARKET	INDEX	BREED
TARGET	VALUE	AVERAGE
Supermarket	+\$ 77	+\$ 74
Grass Fed	+\$ 71	+\$ 69
Grain Fed	+\$ 80	+\$ 77
EU Index	+\$ 89	+\$ 84

Calved	Birth weight	200-day milk	200-day weight	400-day weight	600-day weight	Pigment
26/03/2011	+6.3	+12	+32	+54	+77	100/100
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: MAWARRA VICE ADMIRAL (H)
+1.2	+44	+3.7	+1.7	0.0	-0.8	<b>Dam:</b> YARRAM PEARL B346 (H)



# FEATURE AI SIRES

# YARRAM UNIQUE F181

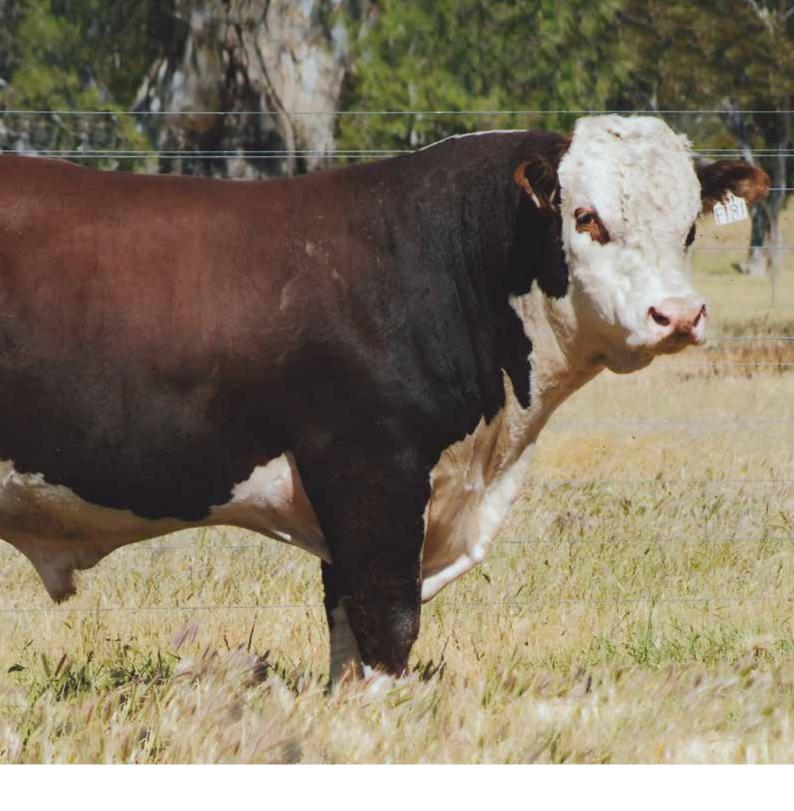
An outstanding Unique son that has really stood out since a calf, and is certainly stud sire potential. Long and deep throughout, F181 has tremendous thickness through the hindquarter and stifle, and was our highest scanning bull for EMA.

Out of a top high maternal Upperclass cow, F181 has been used through many stud herds both in Australia and overseas.

Congratulations to Scott and Pip Hann, for the recent purchase of F181 into their very good Truro Stud at Bellata, NSW.



MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$131	+\$74
Grass Fed	+\$131	+\$69
Grain Fed	+\$163	+\$77
EU Index	+\$146	+\$84



Calved	Birth weight	200- day milk	200- day weight	400- day weight	600- day weight	Pigment
13/04/2010	+1.9	+23	+28	+54	+82	100/100
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	<b>Sire:</b> MAWARRA UNIQUE C041 (AI) (H)
+2.2	+64	+7.8	+1.4	-1.5	+2.7	<b>Dam:</b> YARRAM FLOSSIE A096 (H)





# **YARRAM UNIQUE J145**

Used heavily in the stud last season, J145 is a beautifully balanced young sire with tremendous growth and capacity. A very correct bull with wonderful length, we look forward to offering his progeny next year.

MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$86	+\$74
Grass Fed	+\$77	+\$69
Grain Fed	+\$81	+\$77
EU Index	+\$98	+\$84

	Calved	Birth weight	200-day milk	200-day weight	400-day weight	600-day weight	Pigment
	06/04/2013	+5.1	+16	+31	+60	+88	100/100
	Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: YARRAM UNIQUE F107 (AI) (H)
Ī	+0.9	+60	+4.5	+2.9	-0.4	-2.6	<b>Dam:</b> YARRAM MARINDA E111 (H)





# **YARRAM LOTTERY K210**

K210 was our leading young sire last year who is a very complete young bull. Beautifully balanced with tremendous depth and capacity, he is out of a very good Big Rock cow. Progeny due in 2017 which we look forward to.

MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$105	+\$74
Grass Fed	+\$96	+\$69
Grain Fed	+\$105	+\$77
EU Index	+\$119	+\$84

Calved	Birth weight	200-day milk	200-day weight	400-day weight	600-day weight	Pigment
26/04/2014	+6.7	+16	+37	+66	+101	100/100
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: YARRAM LOTTERY E092 (AI) (TW) (H)
+1.8	+61	+3.6	+2.1	-0.3	-1.3	<b>Dam:</b> YARRAM AUDREY D261D (H)





# **YARRAM STORM K092**

K092 is a quality young sire with wonderful eye appeal, great length and depth. He is marked beautifully with a balanced set of data, and is out of a very consistently performing Pompeii cow.

MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$86	+\$74
Grass Fed	+\$82	+\$69
Grain Fed	+\$91	+\$77
EU Index	+\$95	+\$84

Calved	Birth weight	200-day milk	200-day weight	400-day weight	600-day weight	Pigment
26/03/2014	+2.5	+14	+25	+43	+68	90/80
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: YARRAM STORM G117 (H)
+2.6	+47	+3.3	+0.6	-	+1.1	<b>Dam:</b> YARRAM FANCY A261 (H)





# **YARRAM POMPEII K113**

K113 has developed into an outstanding young sire, who was a lead bull in our 2016 draft. Used heavily in the 2016 joining program, K113 has a powerful carcase pattern, and is a real industry sire. He is beautifully marked, athletic with great doing ability and constitution. Out of the very maternal X122 cow line, we are excited about his progeny due in 2017.

MARKET TARGET	INDEX VALUE	BREED AVERAGE
Supermarket	+\$ 84	+\$ 74
Grass Fed	+\$ 76	+\$ 69
Grain Fed	+\$ 74	+\$ 77
EU Index	+\$ 96	+\$ 84

Calved	Birth weight	200-day milk	200-day weight	400-day weight	600-day weight	Pigment
31/03/2014	+7.4	+16	+36	+56	+82	100/100
Scrotal	Carcase Weight	EMA	Retail beef	IMF %	Rump	Sire: YARRAM POMPEII B356 ET (AI) (ET) (H)
+2.3	+49	+4.2	+1.9	-0.8	+0.1	<b>Dam:</b> YARRAM ANGELA E056 (AI) (H)







# **HEAT DETECTION TIPS**

Artificial insemination is one of the best tools available today for a breeder wanting to increase the genetics merit and production of their herd. The cow must be on a rising plane of nutrition for an artificial breeding program to be successful.

# Early Signs: before the female is on standing heat

- A small string of mucus dripping out of a reclining cow is not too common and should not be confused with the more copious mucus when a cow is in heat.
- Bawling when all other herd mates are quiet. This sign is observed quite often among heifers, but not often among cows.
- The cow is more alert and observant.
- She walks in a rapid and business-like way.
- She is standing when all other herdmates are lying down.

### Signs to look for in a female in standing heat

 A cow may walk through her herdmates sniffing as a bull might do as he checks cows.

• The cow stands still when other cows mount her. This is

- She will attempt to ride other cows not in heat.
- the most obvious sign of all. If there are a large number of cows in heat in the herd, there will probably be more than one cluster of cows riding each other.

  A cow in heat may also ride other cows in heat, so how to you tell if the cow doing the riding is in heat or not? This can usually be determined by watching their activity for a few minutes. If you do not see the other signs of heat in the riding cow, she is probably not in heat. If still in doubt about the status of the individual, sort her off with the other cows in heat. If she is in some stage of heat, she will stay close to them. If she is not, she will
- She gives signs, such as she will place her head on the rump of another cow, and when she rides another cow, copious strings of mucus will often be expelled.

not show a continuous interest in them.

- Mucus can often be seen on the side of the tail or the rump.
- Cows in heat will group together and stand closer to each other than they normally do. If they are touching each other or only a few inches away from each other, they are probably in heat.
- Several bull calves follow a cow and attempt to ride her. Occasionally a heat detector will encounter an oversexed female that will be with the in-heat group for two or three days following heat.

The short cycle cow, that will come back in heat in a week or ten days after she was first heat detected, may also be encountered. She should be inseminated again.

### Signs that a cow has just gone out of heat

With some heat cycles only lasting 12 hours, some cows are easy to miss when in heat, but it is easy to tell when they have been in heat during the night.

- Wet or matted hair is seen, especially over the tip of the shoulders.
- Hair on the tail or rump may be slightly matted where mucus has dried.
- Mud on the hips or hair rubbed off the hips where other cows have ridden.
- A fresh brand on the hip will be bright red for a few hours.
- A cow that has been riding all night while in heat may be tired by morning and be one of the few cows that will be lying down.
- If the cow has been in heat, mucus will often be expelled when a breeding tube is inserted.
- A string of blood on the side of the tail or rump indicates the cow was in heat two or three days ago. If you did not detect her, you missed her.

If cows are not synchronised, an average of five per cent of each group of cows will come into heat each day. If this number is not being achieved, producers need to consider whether their cows are getting enough to eat, and whether they are in good enough condition to cycle.

Notes by kind permission of the Beef Improvement News.

# YARRAM PARK GENETICS - SEMEN AVAILABLE



# QUALITY ASSURED GENETICS

The use of artificial insemination is the most cost-effective way of accessing leading performance genetics. Artificial insemination will enable you to add hybrid vigour to your herd that will substantially improve your breeding program and overall return.

# SEMEN PRICE LIST

Over 50 straws purchased	Under 50 straws purchased	Registrations	
\$15 per straw Commercial	\$20 per straw Commercial	Attached to straws at \$80	

"Using Yarram Park bulls has improved the consistency, predictability and reliability of our Hereford progeny. We have found that Yarram Park genetics has increased length, muscling and confirmation of our weaners.

Our Hereford herd produces smooth dark coated, easy doing cattle with good temperament. These traits can be attributed to the use of Yarram Park bulls and their superior Hereford genetics. Our enterprise looks for the following performance traits when purchasing stud bulls such as; milk, eye muscle area, ease of calving, growth, structural soundness and temperament. Yarram Park bulls tick all these boxes. From experience, the sort of after quality that is found at Yarram Park ultimately translates to more cents per kilo for our cattle."

John Bergamin
Nanjomara Bergamin Pastoral Co
Willow Grove VIC



# FOR FURTHER INFORMATION ON SEMEN PACKAGES

# NATIONWIDE ARTIFICIAL BREEDERS

- Complete Al Service
- Semen collection

- Pregnancy testing

- Freeze branding and dehorning

John Pickford and the team at Nationwide AB can help you obtain semen from companies locally and around the world, inseminate your cows on a daily basis, freeze brand and dehorn your calves. Annually, NAB inseminates 45,000 cows, collect 20,000 doses of semen, dehorn 5,000 calves and freeze brand 6000 cows.

Services include semen collection, on-farm Al programs, DIY supplies and semen storage.

Based at Byaduk in the Hamilton area, call John on 03 5578 7213 all hours.

Yarram Park recommends and has utilised Nationwide AB for more than 20 years.

Post Office Noorat VIC 3265 Australia

T: 03 5592 5461

F: 03 5578 7222

M: 0428 529 413

"My involvement in Yarram Park's Artificial Breeding program now spans over 30 years. During this time management and staff have given high priority to breeding cattle with confirmation, soundness, excellent temperament coupled with outstanding fertility, ensuring that the cattle have the capability to respond to management required to convert improved bodyweight at mating time despite trying seasonal and environmental conditions. The combined effort of Yarram Parks management skills and our synchronised program, results in 600 cows inseminated annually with a conception rate in the highest bracket of all herds inseminated by Nationwide Artificial Breeders."

John Pickford - Manager Nationwide Artificial Breeders Pty Ltd

# TOTAL LIVESTOCK GENETICS

- Embryo and semen services.

- Quality assured genetics.

Total Livestock Genetics (TLG) is audited annually in its animal welfare, semen collection and processing techniques and quality control procedures. It is accredited with the National Association of Animal Breeders and is the only centre outside North America who can use the CSS logo that attests to the world's best practice conducted by the organisation.

Laboratories are export-approved and run by highly qualified personnel. TLG services many international clients who demand this level of quality assurance.

Make sure your Al program begins with Quality Assured Semen through TLG.

PO Box 105 Camperdown VIC 3260 Australia

T: 03 5593 2017

F: 03 5593 2630

"Total Livestock Genetics conducts export and embryo programs for Yarram Park and has done so for over 30 years. During that time it has been a pleasure to handle such quiet, tractable and fertile animals."

Shane Ashworth Principal

# **Livestock Auction Terms and Conditions of Sale**

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

  (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 a property on a particular day. Where lots are split and sent to multiple establishments, then all of these animals shall be regarded as companions.
- Where lots are split and sent to multiple establishments, then all of these animals shall be regarded as companions.

  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.

  PTERT TWO STANDARD TERMS OF SALE

#### CHAPTER TWO - STANDARD TERMS OF SALE

- 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.
- 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.
- 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.
- The last price called by the auctioneer at the fall of the hammer shall be the amount at which the lot has been sold.
- 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.
- The auctioneer may refuse to accept any bid which, in the auctioneer's opinion, is not in the best interests of the vendor and need not give reasons for doing so. The minimum bid for liveweight selling is 0.2 of a cent (% noz).
- cent (\$0.002). 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.

- on behalf of another person.

  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.

  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.

  As soon as practicable after the fall of the hammer, the buyer shall if requested by the agent, sign the agreement for sale.
- 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.
- 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.
- before the fall of the nammer.

  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 negatived as far as possible.

  Cattle class lives with the significant was rule as to the

- money is paid and any law, rule or practice to the contrary is accordingly negatived as far as possible.

  (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.

  (a) Subject to this clause the sale is complete on the fall of the hammer and ending at the first of:

  (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 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 salling 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 at such price as the purchaser and the agent may agree.

  (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 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.

  (a) Subject to the right of rejection in Clause 18, all conditions and warranties expressed or implied by law are hereby excluded from the
- announcement to that effect prior to sale.

  (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 the female was pregnant on that date.

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

  (e) Where livestock have a food safety or market eligibility status derived from the NVD and/or the NLIS/ERP database, the agent will inform the buyers by presale catalogue in conjunction with vendor branding and/or announce the status prior to the offering of those lots.

  If delivery is made to, or possession obtained by, the buyer or its

- 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

  - 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.

    In addition to clause 20, if payment is not made according to clause 15,
- the vendor.

  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.

  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.
- 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.
- 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.
- 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.

  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:

  - 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).
- - (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.
- 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.
- (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 rany 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. The auctioneer has been retained by the vendor as auctioneer for the nurners of selline the livestock commissed in the late.
- 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.

# CHAPTER THREE -VENDOR WARRANTY FOR CORRECT PRESENTATION AND DECLARATION

- 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.
- The warranty of a vendor is that livestock and their companion animals offered for sale at auction:

- (a) pass AQIS and other regulatory authority requirements and inspections at the time of slaughter:

- at the time of slaughter;
  (b) are of merchantable quality;
  (c) carry an NLIS device in accordance with State law;
  (d) in the case where a representation has been made in the pre-sale catalogue that the livestock have particular characteristics or are fit for a particular purpose or market, and such representations are based on information in the National Vendor Declaration, the livestock will have those characteristics or will be fit for the particular purpose or market; and
  (e) all information in any National Vendor Declaration provided by the vendor is true, complete and correct in all material respects.
- 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.
- 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.

  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 cooperation with the agent and vendor to mitigate both the effect of the breach and the amount of any loss.
- Where a sentinel animal of a lot tests positive for chemical residue, 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
  - (a) the buyer will be entitled to delay payment for the price of all livestock in that lot; or
     (b) the vendor has the option, at the vendor's cost, of collecting the companion animals and returning them to the vendor's property; 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.
- The auctioneer is liable to the buyer in respect of any breach of the
  - 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 National Vendor Declaration 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 disclose prior to bidding, and in the pre-sale catalogue, that the vendor has failed to provide a National Vendor Declaration that is complete in all material aspects.

#### CHAPTER FOUR - OWNERS RISK FOR CONDITION OF CATTLE

- 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.
- 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 AQIS. Owners risk applies if the condemnation is due to a condition in the animal which the buyer establishes, by the AQIS certificate, existed prior to the fall of the
- 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 disperse of the paints! testing and disposal of the animal.
- testing and disposal of the animal.

  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 AQIS 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 an AQIS approved laboratory which establishes maximum residue limits in excess of the Australian limit.
- 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 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 bid to a limited extent only; or
Reverse penalties may be imposed on persons convicted of collusive practices.
The auctioner 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

The auctioneer must not appear to acknowledge a dummy bid. A buyer must not give, agree to give or offer a gift or other consideration to a person for abstaining from bidding and a person must not accept any gift or consideration for abstaining from bidding.

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 531 NOTICE

#### It is an offence to:

- is an offence to: induce another person to abstain from bidding by 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; abstain or agree to abstain from bidding as a result of such a promise; knowingly enter or permit or cause to be entered in the auctioneer's record any name other than that of the actual successful bidder; enter in the auctioneer's record the name of the buyer other than that of the actual surcessful bidder; or

- (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.

# **ON PROPERTY SALE DAY**

Monday 13th February, 2017 Inspection from 9am - **Sale 11am E.S.T.** 

# **FIELD DAY**

Monday 30th January 2017 from 8.30am





Visit our web page at www.yarrampark.com For further enquiries email: yarrampark@yarrampark.com

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