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AUCTION No. 340 (Cattle)

## **DPIF SELECTED BRAHMAN BULL SALE**

**18 Lots comprised of:**

**4x 2010 | 6 x 2011 | 3 x 2012 | 5 x 2013**

**Auction Date: 06/11/2015**

**1:30 PM NT Time**

QLD 2:00 PM | SA 2:30 PM | WA 12:00 PM | NSW 3:00 PM

See [www.auctionsplus.com.au/Auction/8973](http://www.auctionsplus.com.au/Auction/8973)

for photos and catalogue details.

**Please note:**

It is the purchasers responsibility to complete the NLIS transfer.





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## DPIF SELECTED BRAHMAN BULL SALE

Friday 6th November 2015

NT Department of Primary Industry and Fisheries  
 Katherine Research Station

10:00 AM	11:30 AM	MIDDAY	1:00 PM	1:30 PM
Lot viewing (feedlot pens)	Interactive AuctionsPlus briefing	BBQ Lunch	Auction briefing	AuctionsPlus sale

Paul McCormick, Elders Katherine 08 8972 2500 or  
 Whitney Dollemore, DPIF Katherine 08 8973 9749



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Lot #	Purchaser	Price
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### Selected Brahman Bulls

The DPIF have been selecting for fertility traits within the Brahman breed for the last 20 years. Each year the program produces around 180 bulls. These bulls are ranked at 12 and 18 months old by their weight, scrotal size, percent normal sperm and dam performance. The top bulls are selected to remain as herd bulls for the DPIF herd. The remainder are either culled for performance, temperament or conformation issues or sold to industry.

The idea of the sale is to make animals with high fertility and adaptation to the NT environment available to the NT industry.

The program pushes for early puberty and females that will reconceive while lactating whilst only receiving grass pastures and standard lick provisions (urea in dry, phosphorus in wet).

This year we are in a program transition and unfortunately only have 18 bulls for sale. These 18 bulls are ranging in age from 3 to 5 years old. These bulls are in this age range because they have been used in the breeding groups and so are the top reproductive bulls for their respective year groups. In 2016 we will revert back to selling bulls between the ages of 2 and 3 years old. It is just for this year that we only have older bulls to offer for sale.

### How to read this catalogue

Estimated Breeding Values (EBV) and raw data have been supplied for each bull, along with a photo. The following provides a summary of what each EBV means and how to interpret them. EBVs are estimates of an animal's genetic merit for a particular trait. They highlight the genetic differences between animals and take into account not only the animal's own performance, but also the performance of all its recorded relatives, as well as the relationships between traits. EBVs are expressed as the difference between an individual animal's genetics and the genetic base to which the animal is compared (i.e. compared to the breed when BREEDPLAN started recording that trait). They are reported in the units in which the measurements were taken (e.g. kilograms for the weight EBVs). Always compare an EBV to the current breed average EBV for that trait. Table 1 below shows the current breed averages for each EBV trait reported in this catalogue.

Table 1: Breed Average EBVs for 2013 born Brahman calves

October 2015 BRAHMAN GROUP BREEDPLAN - Breed Av. EBV's for 2013 born calves							
Birth Wt. (kg)	200 day Wt. (kg)	400 day Wt. (kg)	600 day Wt. (kg)	Mat. Cow Wt. (kg)	Scrotal size (cm)	Days to calving (days)	Live Export Index (\$)
+2.8	+19	+26	+35	+41	+0.5	+0.3	+\$ 18

The breed average of +18 kg for 200 day Wt suggests that the Brahman breed has increased the average weaning weight since the 90s when BREEDPLAN first started recording Brahman EBVs.

**Birth weight EBV**

Calf birth weight is the biggest genetic contributing factor causing calving difficulty in heifers. Small or moderate Birth weight EBVs are more favourable. Most bulls in this catalogue have below breed average Birth weight EBVs, thus are likely to produce lighter calves at birth. Some have negative EBVs – this means that they will produce calves with an average birth weight that is lower than when BREEDPLAN started recording this trait. This is not necessarily a problem.

**200 day weight EBV (200 day)**

This EBV is a measure of an animal's early growth to weaning (i.e. when the animal is 200 days old). Larger, more positive EBVs are favourable. For example a bull with a 200 day Wt EBV of +20 will produce heavier calves at 200 days of age compared to a bull with a 200 day Wt EBV of +10.

**400 day weight EBV (400 day)**

This EBV is a measure of an animal's growth to a yearling (i.e. when the animal is 400 days old). Larger, more positive EBVs are favourable. For example a bull with a 400 day Wt EBV of +30 will produce heavier yearlings at 400 days of age compared to a bull with a 400 day Wt EBV of +20.

**600 day weight EBV (600 day)**

This EBV is a measure of an animal's growth to 18 months (i.e. when the animal is 600 days old). This EBV is the most applicable growth EBV for the feeder live export market. Larger, more positive EBVs are favourable. For example a bull with a 600 day Wt EBV of +40 will produce heavier steers at 18 months of age compared to a bull with a 600 day Wt EBV of +30.

**Mature Cow Weight EBV (Mat. Cow Wt)**

Mature cow weight EBVs are estimates of the genetic difference between cows in live weight at 5 years of age. They are an indication of cull cow values and cow feed requirements, as generally speaking, lighter cows eat less, therefore have lower feed requirements. Typically in northern environments, moderate mature cow weights are considered more favourable. Bulls with large Mature Cow Wt EBVs should be viewed with caution for northern production systems.

**Scrotal Size EBV (SS)**

Scrotal size EBVs are estimates of the genetic differences between animals in scrotal circumference at 400 days of age. This is an important fertility trait. Increased scrotal circumference is associated with increased semen production in bulls and earlier age at puberty in bull and heifer progeny. Increased scrotal circumference also has a favourable relationship with days to calving, with bulls with larger scrotal size tending to have daughters with shorter days to calving. Larger, more positive Scrotal Size EBVs are more favourable.



A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
18	16395	2013	401	28.6	78	2	2
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
18	18	50	34	1.5	-2.4	\$37	\$35


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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
17	16379	2013	423	31.0	78	2	0.6
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
12	25	28	38	4.5	-10.7	\$50	\$46



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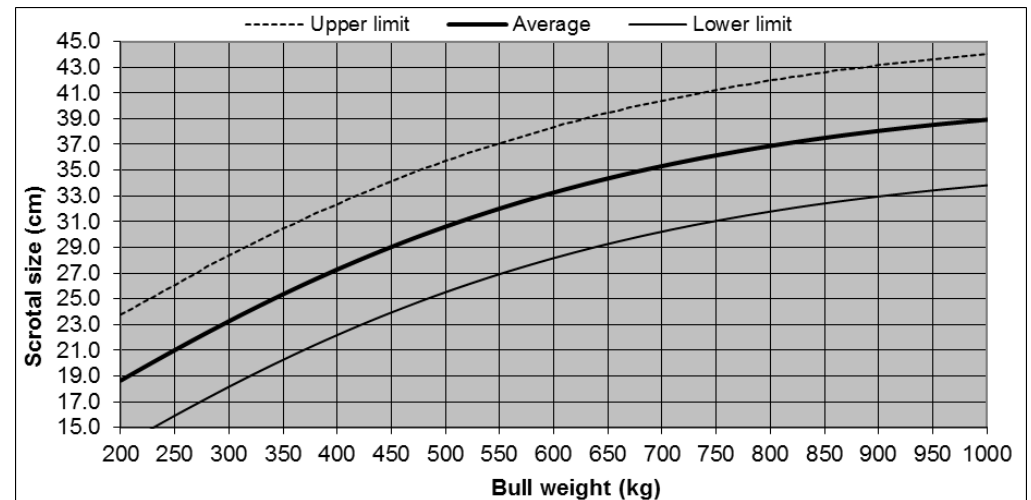
**Days to Calving EBV (DTC)**

Days to Calving EBVs are estimates of genetic differences between animals in days from the start of the joining period (i.e. start of mating) until the subsequent calving. This EBV promotes cows that calve earlier in the season compared to those that calve later, hence is a very important fertility EBV. Variation in days to calving is largely due to difference in the time taken for females to conceive after the commencement of the joining period. The Beef CRC data has found that one unit difference in the Days to Calving EBV is approximately equivalent to 1% difference in the weaning rate of female progeny. A bull with a DTC EBV of -5 days will produce daughters that return to cycling sooner after calving compared to a bull with a DTC EBV of +5 days. Lower, or more negative Days to Calving EBVs are more favourable.

**Raw data provided in catalogue**

Weight, scrotal circumference and semen test data were taken on the 16/08/14 when bulls were on average 600 days of age. This raw data can be used to determine whether the bull has above average scrotal size for his weight, based on graph below.

It is important to recognise that the scrotal circumference is related to weight rather than age. The graph shows the average scrotal circumference for Brahman bulls at 2 years old for given weights. Bulls which have below average scrotal size for their weight are less desirable, while bulls below the lower limit (i.e. bottom 5%) are very undesirable.



**Semen test results**

Throughout puberty semen of differing quality is produced. Prior to puberty no semen is produced followed by a stage of semen with a large number of abnormalities until reaching maturity with relatively stable sperm abnormalities. The bulls presented in this catalogue will be at different stages of maturity and so have been given a pass or immature value for their 600 day semen test in June 2014 as this is a more accurate reflection of the bulls semen test result in comparison to a percent normal sperm value.

Auctions + Lot #	Visual ID	Year Drop	Breed	BW	200d Wght	400d Wght
1	15687	2010	Brahman	1.2	16	28
2	15722	2010	Brahman	1	12	16
3	15746	2010	Brahman	2.5	20	36
4	15815	2010	Brahman	1.3	11	21
5	15867	2011	Brahman	1.4	13	23
6	15910	2011	Brahman	1.2	17	27
7	15912	2011	Brahman	1.3	10	8
8	15915	2011	Brahman	1.4	13	22
9	15935	2011	Brahman	2.2	16	20
10	15961	2011	Brahman	2.9	20	29
11	16054	2012	Brahman	2.3	20	34
12	16143	2012	Brahman	1.7	17	32
13	16177	2013	Brahman	0.6	7	15
14	16281	2013	Brahman	1.4	14	26
15	16296	2013	Brahman	0.3	10	17
16	16301	2013	Brahman	2.2	18	31
17	16379	2013	Brahman	0.6	12	25
18	16395	2013	Brahman	2	18	18



A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
16	16301	2013	448	32.1	82	2	2.2
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
18	31	46	45	3.7	-	\$48	\$44



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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
15	16296	2013	378	31.1	84	2	0.3
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
10	17	25	28	2.6	-6.7	\$36	\$33



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600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
47	51	4	-5.1	\$48	\$45
21	16	4.7	-7	\$35	\$33
55	58	2.8	-0.9	\$45	\$40
30	37	0.8	-3.4	\$31	\$27
32	33	2.1	-3.5	\$33	\$29
41	32	3.5	-5.8	\$45	\$41
22	11	3.2	-4.1	\$27	\$26
26	40	1.7	-2.8	\$27	\$24
44	52	4.5	-6.4	\$51	\$47
47	55	1.1	-0.9	\$36	\$32
46	52	3	-4	\$45	\$41
42	29	4.8	-5.5	\$47	\$43
18	14	2.7	-7.7	\$33	\$30
40	46	1.4	-3.2	\$37	\$34
25	28	2.6	-6.7	\$36	\$33
46	45	3.7	-	\$48	\$44
28	38	4.5	-10.7	\$50	\$46
50	34	1.5	-2.4	\$37	\$35



# THIS IS AN AUCTIONSPLUS SIMULTANEOUS AUCTION



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During an AuctionsPlus Simultaneous Auction, all lots are available for sale at the same time. The auction will have a set starting time, at which point buyers can place bids on any number of lots. Each lot will have a starting price and a set bidding increment, which may differ between lots.

Shortly after the sale begins, a timer will appear, counting down from 60 seconds. Each time there is a bid on ANY lot, the timer will reset. When the timer reaches zero, the auction will finish. There is no set finishing time for a Simultaneous Auction – it will continue to run as long there is bidding activity.

Online bidding is available only to registered users. Registration is free - visit [www.auctionsplus.com.au](http://www.auctionsplus.com.au) to register. Please register at least 48 hours prior to the sale. There will be 2 computer terminals available where you can lodge your bid in person if you are attending the Katherine Research Station field day.

Microsoft Silverlight is required to connect to AuctionsPlus sales; first time users are advised to visit the Help section of the AuctionsPlus website and do a Software Check to ensure Silverlight is installed. Demonstration Auctions may also be viewed in order for new users to become familiar with the system.

For further information, please contact:

Paul McCormick  
Elders Rural Services  
Katherine 0419 031 777  
[paul.mccormick@elders.com.au](mailto:paul.mccormick@elders.com.au)



A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
14	16281	2013	411	34.1	92	3	1.4
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
14	26	40	46	1.4	-3.2	\$37	\$34



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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
13	16177	2013	365	31.3	76	3	0.6
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
7	15	18	14	2.7	-7.7	\$33	\$30



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In addition to the AuctionsPlus information on the previous sheet, the following points may be helpful:

- To bid at auction you must be registered with AuctionsPlus or you may instruct your agent to bid for you.
- You as the purchaser must either have the bulls transacted through your:
  - a) existing Elders Rural Services account
  - b) another approved agent account
  - c) Pay for the bulls prior to delivery.

To register is quite simple – PIC #, Trading Details, Phone # and you are away

This Auction will be simultaneous with all 18 lots active on the screen at once. Please be aware that no bid can be retracted once made and if you are the highest bidder you are expected to settle your accounts on those lots as per the Elders Rural Services “terms and conditions for an auction sale as well as the Auctions Plus terms and conditions you will have agreed to.

It is possible to set bid limits and be away – it is possible, for example the night before to set bid limits on each lot and just come in that night to check results.

Another way would be to engage your agent to bid up to a limit on your behalf or bid live for yourself on computer terminals available at the field day.

Please check the Auctions Plus website here for more detailed FAQ and help topics <http://media.auctionsplus.com.au/knowledgebase/?p=65>

If you have any queries at all about the process please feel free to contact me for further details.

Regards,  
Paul McCormick  
Elders Rural Services  
Katherine 0419 031 777  
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# Livestock Auction Terms and Conditions of Sale



LOT 12

## 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 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.
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
    - (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 interests 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



A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
12	16143	2012	624	37.0	88	2	1.7
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
17	32	42	29	4.8	-5.5	\$47	\$43



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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
11	16054	2012	620	34.9	70	3	2.3
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
20	34	46	52	3	-4	\$45	\$41



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**Livestock Auction Terms and Conditions of Sale (cont.)**



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 live weight 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 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 yard 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

**Livestock Auction Terms and Conditions of Sale (cont.)**



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.

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



**LOT 10**



A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
10	15961	2011	632	35.8	80	2	2.9
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
20	29	47	55	1.1	-0.9	\$36	\$32



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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
9	15935	2011	632	38.8	70	3	2.2
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
16	20	44	52	4.5	-6.4	\$51	\$47



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**Livestock Auction Terms and Conditions of Sale (cont.)**



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 Welfare Standards and Guidelines for the Land Transport of Livestock and further to consign, manage, receive, transport and treat livestock in accordance with any other or additional requirements of animal welfare legislation specific to the State or States in which livestock are consigned, managed, received, transported and treated 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 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 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.

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

## Livestock Auction Terms and Conditions of Sale (cont.)



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; 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.

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 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 presale 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

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 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 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 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.

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



LOT 8



A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
8	15915	2011	638	37.9	66	3	1.4
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
13	22	26	40	1.7	-2.8	\$27	\$24



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(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**

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 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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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
7	15912	2011	664	40.6	66	3	1.3
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
10	8	22	11	3.2	-4.1	\$27	\$26



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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
1	15687	2010	758	46.0	95	2	1.2
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
16	28	47	51	4	-5.1	\$48	\$45



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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
6	15910	2011	676	40.9	72	3	1.2
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
17	27	41	32	3.5	-5.8	\$45	\$41



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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
5	15867	2011	670	34.0	70	2	1.4
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
13	23	32	33	2.1	-3.5	\$33	\$29



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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
2	15722	2010	660	39.9	88	2	1
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
12	16	21	16	4.7	-7	\$35	\$33



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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
3	15746	2010	792	36.8	75	2	2.5
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
20	36	55	58	2.8	-0.9	\$45	\$40



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A+ Lot #	Visual ID	Year Drop	Weight	SS	%NS	Dam Age 1stCalf	BW
4	15815	2010	682	36.0	90	2	1.3
200d Wght	400d Wght	600d Wght	Mat Cow Wght	SS	DTC	JapOx	LiveEx
11	21	30	37	0.8	-3.4	\$31	\$27



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