

# RED HOT

## FEMALE DISPERSAL

FRIDAY, 5TH DEC, 2014



## ONLINE, AUCTIONSPLUS

8am start (AEST, QLD)

**19 Quality, Registered,  
RED BRAHMAN COWS**

**STUDS REPRESENTED: MOGUL, PALMVALE, RELDARAH, STOCKMAN,  
TARTRUS & WANDILLA**



*With over 30 years experience our focus is on assisting beef and dairy producers to improve and maximise the strengths of their genetics. We take pride in understanding your goals and helping you generate superior genetics.*

***Your success is our success! You might not use Embryo Transfer, chances are your competitors do.***



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- Embryo Recovery
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- Donor Management
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- Semen Collection (Domestic & Export)

27521 New England Hwy  
PO Box 79, GLEN APLIN, QLD 4381

**[www.cedwiseabservices.com.au](http://www.cedwiseabservices.com.au)**

<b>Dr. Ced Wise</b> Veterinarian 0428 718 640 ced.wise@gmail.com	<b>Ashley Burgess</b> Centre Manager 0428 753 524	<b>Perdita O'Connor</b> Administration 07 4683 4353 cedwiseab@gmail.com
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## **BUYERS INFORMATION GUIDE**

#### **PHONE BIDDING**

Phone bidding will be available, please contact the selling agents or vendor prior to the sale to ensure that contact can be readily made on sale day.

#### **PICK-UP**

Cows will be available for pick-up immediately after the sale from:  
**"Glenisa" 27521 NEW ENGLAND HWY, GLEN APLIN, QLD**  
Please contact us to make arrangements.

#### **INSURANCE**

It will be the responsibility of the purchaser to arrange insurance cover where required. The vendor takes all care but no responsibility after the sale.

#### **FERTILITY GUARANTEES**

As this is a dispersal sale, unjoined females sold are not subject to clause 17 of the Stud Stock Auction Terms and Conditions of Sale and are sold on a "as is on sale day" basis. The potential for the unjoined females to be fertile and productive is influenced largely by their future nutrition and good animal husbandry which will rest mainly with the purchaser.

#### **INSPECTION**

All females are available for inspection by appointment only, please contact selling agents or vendors to make arrangements.

## **CONTACT US**

**CED WISE: 0428 718 640**  
**EMAIL: [ced.wise@gmail.com](mailto:ced.wise@gmail.com)**

**OFFICE: 07 4683 4353**  
**EMAIL: [cedwiseab@gmail.com](mailto:cedwiseab@gmail.com)**



**AuctionsPlus representative:**  
**Bob Jakins - 0419 788 366 or 07 4670 0120**



**Elders Stud Stock Rockhampton:**  
**Robert Murray - 0419 644 813 or 07 4927 6122**

**Elders Stud Stock Toowoomba:**  
**Michael Smith - 0428 541 711**

# AUCTIONSPLUS BUYERS

## PLEASE NOTE THE FOLLOWING INSTRUCTIONS:

Go to: [www.auctionsplus.com.au](http://www.auctionsplus.com.au)

1. First step is to register, it's free and you will receive a USERCODE & PASSWORD.
2. Click on HELP to do a software check & make sure SILVERLIGHT has been installed, view FAQ & the demo sites
3. Click on UPCOMING AUCTIONS, locate "Online SeedStock Cattle" Sale, click on Catalogue/ Pre-Auction details

**SEQUENTIAL SALES** - All lots are sold one at a time in catalogue order. Registered AuctionsPlus bidders place a bid on their, or their agents' computer, which is immediately relayed to AuctionPlus.

The auction will open on auctionsplus on Friday 5th December at 8am (AEST). The exact finishing time per lot will be determined by bidding activity – the auction will remain open while bidding continues. We encourage all buyers to place bids early. A prospective purchaser can enter a maximum bid prior to the starting time by using the limit bid function.

Once the auction has commenced, a timer will appear on the auction screen, counting down from 120 seconds (two minutes). Each time there is a bid on ANY lot, the timer will reset. When the timer reaches zero (i.e. there have been NO BIDS ON ANY LOT for two minutes), the auction will finish.

### HOW TO BID WITHIN AUSTRALIA

Bids may be placed with Elders staff at any time during the auction, or you may register with AuctionsPlus to bid yourself at any time while the auction is open. Registration is free - visit [www.auctionsplus.com.au](http://www.auctionsplus.com.au) to register. Please have your PIC (NLIS Property Identification Code) and associated Trading Name.

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. Bidding through iPads is possible but requires a special temporary setup. Contact Elders for details.

**COW 1**

**PALMVALE MISS BJ PABLO 2771 (H)**

KJS2771F(REG)

D.O.B: 10/10/2009 (5yrs, 2mths)



YOMAN 447/6 (H)  
PALMVALE UNIVERSAL PRINCE (H)  
PALMVALE BUTTON (H)  
**Sire: KANDOONA BIG JOHN (AI) (ET) (H)**  
LANCEFIELD D ROBINSON 416 (ET) (H)  
KANDOONA 3124 (ET) (H)  
KANDOONA 2134 (H)

HK PASSPORT (IMP US)  
MR WINCHESTER MAGNUM 999 (IMP US) (ET)  
5M MISS MAGNUM MOLLY +  
**Dam: PALMVALE MISS WM PABLO 2269 (AI)(ET)(P)**  
TARTRUS REDMOUNT 2365 (ET) (H)  
PALMVALE MISS PABLO 1710 (AI) (ET) (P)  
PALMVALE MISS PABLO (P) \*



Beautiful deep bodied cow with great bone and wide muzzle, in calf to an Angus bull, due to calve before sale day.

**COW 2****RELDARAH GOLDIELOCKS (P)**

DLS217F(REG) D.O.B: 01/07/2009 (5yrs, 5mths)



VL ROJO GRANDE 26/8 (IMP US)  
 TARTRUS REDMOUNT 2365 (ET) (H)  
 TARTRUS FONDA 2059 (ET) (P)  
**Sire: ROSEBOROUGH L RED MONTE 64/2 (AI) (P)**  
 LANCEFIELD JESSIE JAMES 2656 (P)  
 TARTRUS MISS JAMES 3981R (AI) (P)  
 TARTRUS 3138 (H)

KENROL RED EAGLE (H)  
 RODLYN AUSSIE (P)  
 BURNSIDE MISS ENSIGN 85/558 (H)  
**Dam: RODLYN MISS 70/04 (P)**  
 JJ DOS PRESS 8 (IMP US) (H)  
 RODLYN MISS 28/00 (AI) (H)  
 RODLYN MISS 13/91 (AI) (H)

**SIRE**

Solid cow with a lot of length and a good polled head.

\$

**COW 3****RELDARAH TASMA**

DLS210F(REG) D.O.B: 30/05/2009 (5yrs, 7mths)

**CURRENT**

VL ROJO GRANDE 26/8 (IMP US)  
 TARTRUS REDMOUNT 2365 (ET) (H)  
 TARTRUS FONDA 2059 (ET) (P)  
**Sire: ROSEBOROUGH L RED MONTE 64/2 (AI) (P)**  
 LANCEFIELD JESSIE JAMES 2656 (P)  
 TARTRUS MISS JAMES 3981R (AI) (P)  
 TARTRUS 3138 (H)

ROCKLEY 957 (P)  
 SAMARI PLAINS SPUTNICK (P)  
 SAMARI PLAINS 191 (P)  
**Dam: RELDARAH TAMMY (H)**  
 COLBRAE KING MANSO 720 (H)  
 COLBRAE KATE MANSO 704/2 (H)  
 COLBRAE KATE 18/2 (H)

**Reldara Tasma**

Half sister to previous lot. Clean underline, broad muzzled cow that should produce polled calves.

\$

**COW 4****PALMVALE MISS PABLO JUPITER 2689 (AI)(ET)**

KJS2689F(REG) D.O.B: 19/04/2009 (5yrs, 2mths)



VL ROJO GRANDE 26/8 (IMP US)  
 TARTRUS REDMOUNT 2365 (ET) (H)  
 TARTRUS FONDA 2059 (ET) (P)  
**Sire: NCC JUPITER (AI) (ET) (S)**  
 SARNA TUXPEN0 09/0 (AI) (H)  
 SARNA JOELEEN 218/8 (H)  
 SARNA JOELEEN 65/2 (AI) (H)

MR 3H X-RAY 825 (IMP US) (ET) +  
 BB MR STING RAY 10/0 (IMP US) (H)  
 BB MS ON TARGET 132/8  
**Dam: PALMVALE MISS PABLO RAY (AI) (ET) (P)**  
 YOMAN 447/6 (H)  
 PALMVALE MISS PABLO (P) \*  
 YAMBUK 597 (H)



Solid cow with a good mix of Australian and imported genetics.

\$

**COW 5****PALMVALE SANDRA 2775 (H)**

KJS2775F(REG) D.O.B: 04/06/2009 (5yrs, 6mths)



LONG ACRES P RANDY (H)  
 LONG ACRES PAUL 1764 (P)  
 LONG ACRES P MISSION (P)  
**Sire: BATANDRA ERIC (P)**  
 CONDOR HILLS AXTON (H)  
 BATANDRA ESTELL (H)  
 LAPUNYAH L MISS LIBBY (H)

RATHLYN MR RMT 4100 (H)  
 BUNGOONA RED EMPEROR 610/1 (H)  
 BUNGOONA RED POW LADY 261/43 (H)  
**Dam: PALMVALE SANDRA DEE 2010 (H)**  
 YOMAN 447/6 (H)  
 PALMVALE SANDRA DEE (P)  
 PALMVALE SANDRA 599 (P)



Clean underline, long feminine cow.

\$

**COW 6****PALMVALE MISS REGAL 2745 (H)**

JS2745F(REG) D.O.B: 19/07/2009 (4yrs, 11mths)



YOMAN 447/6 (H)  
 PALMVALE UNIVERSAL PRINCE (H)  
 PALMVALE BUTTON (H)  
**Sire: KANDOONA UKRAINE 5272 (P)**  
 LANCEFIELD D ROBINSON 416 (ET) (H)  
 KANDOONA 2826 (H)  
 KANDOONA LADY 1466 (H)

MR JY JIMMIE 638/9 (ET) (H)  
 MR FONTENOT 311 (IMP US)  
 MISS FONTENOT 745  
**Dam: PALMVALE MISS REGAL 2131 (AI) (ET) (H)**  
 TARTRUS REDMOUNT 2365 (ET) (H)  
 PALMVALE MISS REGAL 1708 (AI) (ET) (H)  
 PALMVALE MISS REGAL 1044 (P)



Good boned cow with an Angus x calf at foot.

\$

**COW 7****STOCKMAN BLUE SKYE (AI) (H)**

CRM90F(REG) D.O.B: 05/10/2009 (5yrs, 2mths)



MR 3X KOJIKI  
 HK BLUE BLOOD 986  
 HK MISS AMERICA 622/2  
**Sire: HK BLUEPRINT (IMP US) (H)**  
 HK MR AMERICA 61/9 +  
 HK MILLIONAIRIS 359/2  
 HK MISS AMERICA 246/1

YENDA RUSTLER 177/7 (P)  
 PALMVALE NIGHT RIDER (P)  
 BURNSIDE MISS PRINCE 90/604 (P)  
**Dam: STOCKMAN MARIA 41/6 (P)**  
 ROCKLEY DALLAS (P) 359 (ET) (P)  
 ROSEBOROUGH MAKAYLA (AI) (P)  
 ROSEBOROUGH MONIQUE (H)



Beautiful bodied, correct cow with great temperament. Pictured second from the right on catalogue cover.

\$

**COW 8****PALMVALE MISS REDNECK (AI) (ET) (H)**

KJS2670F(REG)

D.O.B: 05/02/2009 (5yrs, 10mths)



MR 3X RED DYNASTY 75  
 HK PASSPORT (IMP US)  
 HK MILLIONAIRIS 359/2  
**Sire: MR WINCHESTER MAGNUM 999 (IMP US) (ET)**  
 HK MR AMERICA 435/2 (IMP US) +  
 5M MISS MAGNUM MOLLY +  
 MISS V8 423/4 +

MR 3H X-RAY 825 (IMP US) (ET) +  
 BB MR STING RAY 10/0 (IMP US) (H)  
 BB MS ON TARGET 132/8  
**Dam: MISS JS ROUGE 488/5 (IMP US)**  
 SUVA MAYRO BEVO  
 MISS CH 10/8 (IMP US) (H) +  
 MISS JY 523/6



Don't miss this opportunity for fully imported genetics

\$

**COW 9****PALMVALE ABSOLUTE HOLLY (P)**

KJS2712F(REG)

D.O.B: 20/07/2009 (5yrs, 5mths)



MR 3H X-RAY 825 (IMP US) (ET) +  
 BB MR STING RAY 10/0 (IMP US) (H)  
 BB MS ON TARGET 132/8  
**Sire: PALMVALE ABSOLUTE STING (AI) (ET) (H)**  
 RATHLYN RM REGA 3758 (H)  
 PALMVALE UPTOWN GIRL (H) \*  
 YAMBUK 438 (H)

BILLABONG GEFREY (P)  
 LANCEFIELD GILMORE 9334 (P)  
 LANCEFIELD NOELENE 5557 (H)  
**Dam: PALMVALE HOLLY 1712 (AI) (ET) (P)**  
 CHEROKEE BOLD CHIEF X1/3656 (P)  
 PALMVALE HOLLY 550 (AI) (P)  
 FAIRY SPRINGS SAMONE (H)



Very good polled head, a strong cow with good bone by the very successful Absolute Sting.

\$

**COW 10**

**TARTRUS OLIANA 7242 (AI) (ET) (D)**

TTS7242F(REG) D.O.B: 01/10/2009 (5yrs, 2mths)



HK MR AMERICA 435/2 (IMP US) +  
HK MAGNETIC (IMP US)  
HK MS PASSPORT 125/7  
**Sire: MR 3X HK ORO ROJO (IMP US) (H)**  
3X TORGSON'S RED DYNASTY +  
MS 3X RED DYNASTY 5/1  
MISS 3X RED DYNASTY 11

TARTRUS REDMOUNT 2365 (ET) (H)  
NCC JUPITER (AI) (ET) (S)  
SARNA JOELEEN 218/8 (H)  
**Dam: TARTRUS MISS TEX 6440 (AI) (ET) (P)**  
BILLABONG 100 (H)  
TARTRUS MISS TEX 4424R (H)  
TARTRUS MISS TEX 1626 (H)



Good blend of Australian and imported bloodlines.

\$

**COW 11**

**TARTRUS LOLA 7071 (D)**

TTS7071F(REG) D.O.B: 22/09/2009 (5yrs, 3mths)



3X TORGSON'S RED DYNASTY +  
MR 3X HE'S GOT THE LOOK (H) +  
MISS 3X MATRIARCH 75  
**Sire: WILANGI XTRA LOOK MANSO (ET) (H)**  
JDH DATAPACK MANSO (IMP US) (H) +  
TARTRUS MISS ELLA MANSO (AI) (ET) (H)  
TARTRUS ELLA MANSO 3807 (H)

TARTRUS 3566 (AI) (H)  
TARTRUS BENSON 4412 (H)  
TARTRUS 3526 (H)  
**Dam: TARTRUS MISS BENSON 6276R (H)**  
TARTRUS CRACKERJACK 3594 (H)  
TARTRUS MISS JACK 5011 (H)  
TARTRUS 2240 (H)



Feminine cow with a good topline. In calf to an Angus bull, due to calve before sale day.

\$



**COW 12****MOGUL MISS W LINDELU 2ND (P)**

GSMZ267F(REG) D.O.B: 29/09/2009 (5yrs, 3mths)



HK MR AMERICA 435/2 (IMP US) +  
 PALMVALE WILLIAM (AI) (ET) (P)  
 PALMVALE MISS PABLO (P) \*  
**Sire: LANCEFIELD D WARNER 2758/D (S)**  
 CAIWARRA SUNRAY (AI) (H)  
 LANCEFIELD D SULIE 1254/D (H)  
 LANCEFIELD D SULIE 470/D (H)

LC PENNE-E-FATHER 0/290 (AI) (P)  
 FAIRY SPRINGS JO-JO 1324 (H)  
 FAIRY SPRINGS MISS SALIZAR 1203 (H)  
**Dam: MOGUL MISS LINDELU 56TH (H)**  
 GARUDA LORD JIM ET (ET) (H)  
 MOGUL MISS LINDELU 24TH (AI) (P)  
 MOGUL MISS LINDELU 13TH (H)

Good polled head.



\$

**COW 13****MOGUL MISS FONTENOT 12TH (AI)(ET)(H)**

GSMV236F(REG) D.O.B: 17/08/2006 (8yrs, 4mths)



L & A MILLIONAIRE 500 +  
 MR L & A 801  
 JSW MS GIBINBA GOLD +  
**Sire: MR FONTENOT 125 (IMPS US) +**  
 LB CHEROKEE 995  
 MISS DIAMOND A 187  
 MN MISS RED MAYRA 330/1

EOD RIO GYR 103/2 (IMP US)  
 GARUDA LORD JIM ET (ET) (H)  
 GARUDA MISS WILLIAMS (H)  
**Dam: MOGUL MISS LJ MYALLA (AI) (H)**  
 IDIOMA POI AMERICANA (IMP US)  
 MOGUL MISS MYALLA ARAUTO Q 6TH (H)  
 MOGUL MISS MYALLA ARAUTO Q (H)

Impressive, deep bodied cow by the very successful imported sire Mr Fontenot 125.



\$

**COW 14**

**MOGUL MISS LC TANGO Z234 (H)**

GSMZ234F(REG) D.O.B: 04/09/2009 (5yrs, 3mths)



VL ROJO GRANDE 26/8 (IMP US)  
 TARTRUS REDMOUNT 2365 (ET) (H)  
 TARTRUS FONDA 2059 (ET) (P)  
**Sire: LANES CREEK REVOLUTION (AI) (H)**  
 LANCEFIELD HK RONSON 562 (AI) (ET) (H)  
 LANES CREEK GHITA (AI) (H)  
 HUONFELS GHITA (AI) (P)

OMEGA APPACHE 4/577 (P)  
 ALMA PARK TOTEM POLE 832 (H)  
 ALMA PARK ROSA COLLEEN 373/3 (H)  
**Dam: MT CALLAN 93/02 (H)**  
 HV NEGRO 529/5 (IMP US)  
 MT CALLAN TANGO 78/9 (H)  
 MT CALLAN TANGO 37/6 (H)



Nice style of cow with great bloodlines.

\$

**COW 15**

**PALMVALE JOANNE 2793 (P)**

KJS2793F(REG) D.O.B: 20/11/2009 (5yrs)



HK PASSPORT (IMP US)  
 MR WINCHESTER MAGNUM 999 (IMP US) (ET)  
 5M MISS MAGNUM MOLLY +  
**Sire: PALMVALE CASSANOVA 2268 (AI) (ET) (P)**  
 YOMAN 447/6 (H)  
 PALMVALE MISS PABLO (P) \*  
 YAMBUK 597 (H)

HK PASSPORT (IMP US)  
 MR WINCHESTER MAGNUM 999 (IMP US) (ET)  
 5M MISS MAGNUM MOLLY +  
**Dam: PALMVALE JOANNE 2247 (AI) (ET) (H)**  
 MR JY JIMMIE 638/9 (ET) (H)  
 PALMVALE JOANNE 1690 (AI) (ET) (H)  
 PALMVALE JOANNE 1048 (H)



Nice type of cow with good polled head.

\$

**COW 16****PALMVALE ALYCE 2753 (P)**

KJS2753F(REG) D.O.B: 29/09/2009 (5yrs, 3mths)



HK PASSPORT (IMP US)  
 MR WINCHESTER MAGNUM 999 (IMP US) (ET)  
 5M MISS MAGNUM MOLLY +  
**Sire: PALMVALE CASSANOVA 2268 (AI) (ET) (P)**  
 YOMAN 447/6 (H)  
 PALMVALE MISS PABLO (P) \*  
 YAMBUK 597 (H)

BILLABONG GEFREY (P)  
 LANCEFIELD GILMORE 9334 (P)  
 LANCEFIELD NOELENE 5557 (H)  
**Dam: PALMVALE ALYCE 1813 (P)**  
 ROCKLEY DALLAS (P) 359 (ET) (P)  
 PALMVALE ALYCE 854 (P)  
 PALMVALE BONITA 516 (P) (P)

Half sister to previous lot, stylish cow with polled genetics.



\$

**COW 17****PALMVALE JULIE (P)**

KJS2737F(REG) D.O.B: 13/07/2009 (5yrs, 5mths)



YOMAN 447/6 (H)  
 PALMVALE UNIVERSAL PRINCE (H)  
 PALMVALE BUTTON (H)  
**Sire: KANDOONA UKRAINE 5272 (P)**  
 LANCEFIELD D ROBINSON 416 (ET) (H)  
 KANDOONA 2826 (H)  
 KANDOONA LADY 1466 (H)

LYNDHURST 1145/2 (H)  
 YOMAN 447/6 (H)  
 YOMAN 297/3 (H)  
**Dam: PALMVALE JULIE 1353 (P)**  
 PALMVALE JUSTIN 470/0 (H)  
 PALMVALE JULIE 958 (H)  
 PALMVALE JULIE 543 (H)

Polled half sister to Cow 6 (Palmvale Miss Regal)



\$

**COW 18****PALMVALE SANDRA 2780 (H)**

KJS2780F(REG)

D.O.B: 05/10/2009 (5yrs, 2mths)



YOMAN 447/6 (H)  
 PALMVALE UNIVERSAL PRINCE (H)  
 PALMVALE BUTTON (H)  
**Sire: KANDOONA BIG JOHN (AI) (ET) (H)**  
 LANCEFIELD D ROBINSON 416 (ET)  
 KANDOONA 3124 (ET) (H)  
 KANDOONA 2134 (H)

EOD RIO GYR 103/2 (IMP US)  
 GARUDA LORD JIM ET (ET) (H)  
 GARUDA MISS WILLIAMS (H)  
**Dam: PALMVALE SANDRA 1880 (AI) (H)**  
 YOMAN 447/6 (H)  
 PALMVALE SANDRA 1610 (H)  
 PALMVALE SANDRA 1105 (H)



An impressive, long cow with a good head and tidy underline. Photo does not do her justice. Pictured far right on catalogue cover. By the top price Red Brahman at the 2006 RBWS, Kandoona Big John \$60,000.

\$

**COW 19****WANDILLA LIPPY 783/8 (H)**

QLD783/8F(REG)

D.O.B: 01/01/2007 (7yrs, 11mths)



VL ROJO GRANDE 26/8 (IMP US)  
 LANCEFIELD D ROBINSON 416 (ET) (H)  
 LANCEFIELD PRINCESS IDA 142 (ET) (H)  
**Sire: KANDOONA U'TAI (AI) (H)**  
 LANCEFIELD COMMA 5805 (H)  
 KANDOONA 2831 (H)  
 KANDOONA LADY 1647 (H)

JDH MR BOSWICK MANSO (IMP US) \*  
 WILANGI OCHRE (H)  
 WILANGI JOJO 575/2 (H)  
**Dam: WANDILLA LIPPY 126/8 (AI) (H)**  
 LANCEFIELD RANCHER 7134 (H)  
 WANDILLA LIPPY 606/7 (AI) (H)  
 WANDILLA LIPPY 521/6 (H)



Amazing length and a clean underline. Good bloodlines.

\$

# STUDSTOCK TERMS & CONDITIONS OF SALE

**IMPORTANT NOTICE:** All bids shall be treated as offers made upon the following Terms and Conditions of Sale and all persons present are admitted to attend the sale on the basis that they have notice of these Terms and Conditions.

1. The highest bidder shall, subject to Condition 2, be the Purchaser provided that the Vendor reserves the right to bid either by himself or through his Agent or Auctioneer and should any dispute arise among the bidders for any lot, during or immediately after the sale of the lot, it shall be settled at the Auctioneers absolute discretion who may, should one of the disputants advance, put the lot or lots up again. The bidding from time to time shall be regulated by the Auctioneer and no bid shall be retracted.

2. The sale will be conducted on a “Sale” or “No Sale” basis whereby the lot for sale shall be knocked down to the highest bidder, but the sale will be subject to the acceptance of the highest bid by the Vendor who will immediately after the fall of the hammer declare “Sale” or “No Sale”. Should the Vendor reject the bid of the highest bidder such bidder will have the right of first refusal of the lot at the Vendor’s nominated price for one hour after the lot has been passed out of the ring on the Terms and Conditions herein set forth in so far as they shall apply.

3. The details of the Purchaser, the purchase price and the lot sold as recorded by the sale clerk for and on behalf of the Auctioneer shall be equally binding on both Purchaser and Vendor.

4. The Auctioneer expressly reserves the right, without giving any reasons therefore, to:— (a) Refuse to acknowledge any bid; (b) Withdraw any lot or lots before or during the sale; (c) Exclude any person from the auction venue should it think fit.

5. Each lot in all cases shall be at the risk and expense of the Purchaser upon acceptance of his bid by the Vendor or upon acceptance of the highest bidder’s offer by the Vendor whichever shall be the earlier.

6. Except as expressly provided in these Terms and Conditions of Sale no guarantee or warranty shall be given in respect of any lot sold under these Conditions as to pedigree, sex, age, breeding condition or otherwise howsoever, and no guarantee, warranty or condition whatsoever shall be implied from any affirmation made before or at the time of the sale, or from any circumstances of the sale, but in all cases where a guarantee is intended the same shall attach and be enforceable only if reduced to writing before delivery of the lot and signed by the Vendor or by the Auctioneer acting as agent for the Vendor, and the absence of such writing shall be conclusive evidence in case of dispute that no guarantee, warranty or condition whatsoever was given or implied.

7. In the event of any dispute in respect to the sale of any lot: (i) The Purchaser shall nevertheless be obliged to pay to the Auctioneer the full purchase price and any other monies or interest payable by the Purchaser in accordance with these terms and conditions; (ii) The Vendor and the Purchaser shall resolve the dispute between themselves; (iii) The Auctioneer shall have no liability or responsibility in regard to the dispute; and (iv) No lot shall be returned to the Auctioneer and the Purchaser shall indemnify the Auctioneer for all costs, expenses and damages which the Auctioneer is put to or incurs by reason of the Purchaser so doing.

8. The name of the Vendor for whom the Auctioneer acts is acknowledged to have been furnished to Purchasers prior to the sale and further particulars will in all cases be furnished to a Purchaser if required. In the case of any disputes the remedy of the Purchaser shall be against the Vendor only and in no case or under any circumstances against the Auctioneer who is to be regarded for all intents and purposes as agent for a disclosed principal.

9. (a) **PAYMENT** — Unless prior credit arrangements have been made in writing with the Auctioneer the full purchase price for each lot shall be due and payable to the Auctioneer in cash upon acceptance of the highest bid or the highest bidder’s offer by the Vendor and prior to delivery. Notwithstanding that delivery is given to or possession obtained by the purchaser or his representative prior to the payment of the purchase money in full the property in any lot which is sold shall not pass to the Purchaser until the full purchase price and all cheques, promissory notes, bills of exchange, acceptance orders or drafts given in connection with such payment have been paid and liquidated, and until property shall pass, the Purchaser shall hold such lot as bailee, provided that in all cases should such payment not have been made and liquidated within 14 days of the date of the sale the Auctioneer reserves the right to:— (i) Rescind the contract on behalf of the Vendor and repossess and resell any lot; (ii) Recover from the Purchaser interest upon the purchase price at a rate per annum which aggregates the AMBA Bill Rate plus two per centum. For the purposes of this condition, the expression “the AMBA Bill Rate” is the rate published by the Australian Merchant Bankers Association in good faith as at the date of the sale as its bill rate for 180 day bills of exchange expressed as a percentage per annum. If at any time the AMBA Bill Rate becomes unavailable for any reason, the Auctioneer shall determine and advise the Purchaser of the interest rate to apply for the purposes of this condition. (b) The Auctioneer is selling as the del credere agent of the Vendor and the full purchase price of any lot sold shall be payable by the Purchaser to the Auctioneer and be fully recoverable by the Auctioneer in its own name.

10. If the Purchaser shall neglect or fail to comply with any of the within conditions, any lot purchased by him may be immediately resold by public auction or private contract, with or without notice, at the risk of the former Purchaser, who will be held responsible for all loss and expenses arising out of such resale, and shall not participate in any profit accruing therefrom.

11. Any Vendor or Purchaser removing the sale number from any lot after it has been sold will fully indemnify all affected parties for any loss, costs or damage should the lot be wrongly delivered.

12. The Purchasers, if any more than one, shall be jointly and severally bound by these Terms and Conditions, and shall jointly and severally carry out and perform same.

13. Any person who advances a bid on a lot shall do so on the expressed condition and understanding that should that person’s bid be the highest bid and such bid is accepted by the Vendor, then that person will be held personally liable for the price so agreed upon, regardless of the fact that that person may be acting on behalf of another party, either disclosed or undisclosed to the Vendor or Auctioneer, provided however, that this Condition shall not in any way negate the Vendor’s right to claim against any principal and in such case the bidder’s liability shall be construed to be by way of guarantee.

14. The Auctioneer may, should it think fit, make arrangements on a Purchaser’s behalf for the feeding, watering, trucking, shipping of and general attendance to any lot after sale but no responsibility will be accepted by the Auctioneer and all such service will be at the Purchaser’s risk and expense.

15. No lot will be delivered until the sales invoice has been checked and signed by the Purchaser or his duly authorised representative.

16. (a) Each lot in all cases shall be sold with all faults, if any, and excepting those conditions and warranties implied by the Trade Practices Act or any applicable State legislation which cannot be contractually excluded and excepting conditions and warranties expressly contained in these Terms and Conditions of Sale, any express or implied condition, statement of warranty, statutory or otherwise, is hereby excluded. The Auctioneer is not liable in respect of any error, misdescription or omission in any particulars appearing or stated regarding the description of pedigrees of any lot offered for sale and no such error, misdescription of omission shall entitle the Purchaser to annul the sale or reject the lot or claim any compensation, damage or abatement in price. (b) Each lot will be sold subject to passing all veterinary tests required by the law of the state or country to which the Purchaser intends to transport that particular lot, such tests to be undertaken at the Purchaser’s expense and concluded immediately following the sale. In the event of a lot failing to pass these tests, the sale shall be null and void, any purchase moneys paid by the Purchaser shall be refunded and property in the lot shall revert to or remain with the Vendor.

17. **Guarantees of Fertility:**— (1) **BULLS** - Save and except for calves at foot, all bulls are guaranteed breeders and to so prove by the later of: (a) six months after the date of sale or (b) the animal reaching the age of 24 months (2) **FEMALES** - Save and except for female calves at foot, all females are guaranteed to be in calf or go into calf by the later of: (a) 6 months of the date of sale (b) the animal reaching the age of 30 months A positive pregnancy test certified by a qualified veterinary surgeon shall be sufficient

evidence that the animal is in calf.

(3) **Claims under Clauses 17(1) and 17(2).** A claim that an animal has failed to satisfy a guarantee of fertility under Clause 17(1) or 17(2) must be made to the Vendor within the relevant guarantee period but prior to the animal entering a quarantine area other than on the Vendor’s property. (a) All claims must be accompanied by a certificate from a registered veterinarian surgeon in accordance with the guidelines established by the Australian Association of Cattle Veterinarians which must clearly identify the basis of the claim. (b) Subject to Clause 17(9), infertility resulting from injury or disease occurring after the sale of the animal is not covered by this guarantee. (c) The Vendor retains the right to have the animal placed on a property nominated by him or returned to his own property for further assessment of fertility for a period not exceeding six months. If the animal proves fertile within the period such status must be confirmed by a certificate issued by a registered veterinary surgeon in accordance with the guideline established by the Australian Association of Cattle Veterinary and costs incurred must be borne by the Purchaser. If the animal not proven fertile within the period, the costs incurred must be borne by the Vendor.

(4) **LIABILITY OF A VENDOR** - Except for costs defined elsewhere in the conditions of sale, the liability of a Vendor in respect of claims relating to fertility shall not exceed the purchase price of the animal(s) or provide mutually agreed upon replacement animal(s).

(5) In the event of a claim being substantiated: (a) The purchase price shall be refunded within 14 days unless a] mutually agreed upon replacement animal has been provided.

(b) The animal/s which are the subject of the claim and any stocks of stored semen shall automatically become the property of the vendor and be returned to him or disposed of according to his instructions at his expense.

(6) Subject to Clause 17(9), this guarantee is of no effect if: (a) The animal is returned to the Vendor. (i) In poor physical condition or with any injury; (ii) Tests carried out on behalf of the Vendor within fourteen days of such return proved positive to any diseases which may affect the animal’s fertility or ability to breed naturally; or (b) The Purchaser has collected and stored embryos from a female.

(7) In the event of a dispute as to whether a lot is a breeder, such dispute shall be resolved by the Vendor and the Purchaser and the Auctioneer, while he will use his best endeavours to assist, shall have no liability or responsibility in that regard. If an animal is alleged or proved not to be a breeder, the Purchaser must nevertheless pay the Auctioneer the full purchase price and any other monies or interest payable by the Purchaser in accordance with these Terms and Conditions.

(8) **EVIDENCE OF FERTILITY** — A Certificate issued by a registered veterinary surgeon at or before the time of sale than an animal is fertile (unless it is a certificate stating in respect of a female that she is in calf at the time of sale) does not, of itself, satisfy or discharge the Vendor’s obligations under the guarantee of fertility given under this Clause 17. All animals, except calves at foot, must prove their fertility within the relevant guarantee period.

(9) **RELIEF FROM GUARANTEE** — If the Vendor seeks to be relieved from the obligations which would otherwise be imposed upon him by this clause by virtue of Clauses 17(3)(b) or 17(6)(a), the onus of proof is upon the Vendor to establish that: (a) The animal suffered the injury or disease or is in poor physical condition due to circumstances and events occurring after the sale, and (b) The injury, disease of physical condition is the sole cause of the animal’s infertility or failure to prove fertility within the guarantee period.

(10) **DEFINITION** — For the purpose of this Clause 17, the expression “guarantee period” means: (a) in relation to bulls — the period specified in Clause 17(1) as being the period in which the bull must prove his fertility; and (b) in relation to females — the period specified in Clause 17(2) as being the period in which the female must go into calf.

18. (a) Each lot shall be at the risk of the Vendor in respect of any damage or injury, whether by disease, accident or otherwise, or whether caused by the negligence of the Auctioneer for the period that the lot be in the custody of the Auctioneer, unless such lots shall have been sold in which latter case such lot shall be at the risk of the Purchaser in all such respects. (b) If any Vendor brings to the sale premises any lot which is dangerous, or infected with any disease, that Vendor shall be liable for all injury, damages, costs, losses or expenses which the Auctioneer may sustain, incur or be put to either directly or indirectly as a result of the Vendor so doing. The Auctioneer reserves the right, at its absolute discretion, to exclude from the sale, or put out of the sale venue or dispose of, any lot which in its opinion shows signs of any disease, whether infectious, contagious or not, or of any serious fault or of being dangerous.

19. **DELIVERY** — Except at the discretion of the Auctioneer no lot shall be delivered to the Purchaser unless payment of the purchase money together with any additional charges incurred including those expenses incurred by the Auctioneer pursuant to Condition 14 hereof, is first made by the Purchaser to the Auctioneer. Release of lots may be withheld by the Auctioneer until personal cheques are cleared.

20. In these Conditions:— (a) References to “Auctioneer” shall be taken to mean as the context so admits, the Selling Agent or any member, subsidiary or related corporation or body, officer, agent or employee thereof, authorised by the Vendor to conduct the sale of the lot; (b) “Purchaser” shall have the meaning ascribed to it in Condition 1; (c) “Vendor” shall mean the person or corporation upon whose account lots are offered for sale and where a stud or farm is named shall mean the proprietor of that stud or farm; (d) “Lot” shall be taken to mean the animal offered for sale and/or sold by the Auctioneer on behalf of a Vendor.

## IMPORTANT NOTICE

The Selling Agent, its members, subsidiary or related corporations, officers, agents, and employees for themselves and for those for whom they act while exercising due care provide all information without responsibility and give no guarantee whatsoever as to its accuracy. All persons who attend the Sale do so entirely at their risk and the Selling Agent, its members, subsidiary or related corporations, officers, agents, employees and its principals, for themselves and for those for whom they act, do not assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur.w

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