

Santa Gertrudis

# ONLINE ONLY SALE | AUCTIONSPLUS TUESDAY 5TH - WEDNESDAY 6TH SEPTEMBER 2023



#### **WELCOME TO DOORABEEBA STUD**

Doorabeeba Stud (2068) registered in 2006 by Murray Smith and Susan Michell is situated between Bellata and Rowena in north western NSW and run on two blocks — Cuulmara, Wee Waa and Doorabeeba, Rowena. The herd is based on the initial purchase of 97 cows and calves from Bulyeroi Pastoral Co and a further 300 plus females acquired at the time of succession planning: Doorabeeba being the eastern most block of Bulyeroi.

The Bulyeroi herd originated at Castletop on the eastern fall of the Nandewar Ranges between Narrabri and Bingara in 1922 when Cliff and Frank Michell bought 20 Devon females and one bull with their earnings from shearing. When Robert moved from Castletop to Bulyeroi in 1967 he took with him 140 Devon cows.

In 1983 Santa Gertrudis bulls were introduced to the Bulyeroi herd which, at that time, consisted of about 700 breeders. Sheep were still the principal enterprise however they were phased out from that point on. It was around this time the Bulyeroi stud (1465) was established although progeny were never registered. Only Santa Gertrudis bulls have been used since 1983 and from about 1988 only classified bulls. From 1983 to 2007 approximately 130 bulls were purchased from studs including Warenda, Yarrawonga-Waco, Wave Hill, Pinaroo, Hardigreen Park, Swan Hill, Rosevale, Diamond T, Big Sur, Korana and Murrumbo.

Since 2006 Doorabeeba Santa Gertrudis has been grading up through the SGBAA and now have over 80% of females classified.

Current sires include Munnabah Maximus 1248 (P), Bullamakinka Q112 (PS), Hardigreen Park Victory N56 (PS), Diamond H Wizard W213 (PP), Moongana Kokoda 2746 (PS), Dunlop Von Zipper R64 (PS) and Doorabeeba Ranger R82 (PP).

Sire History includes: Hardigreen Park Universe M18(P), Watasanta Like-a-Lot 2036 (PP), Bullamakinka Q12 (P), Jamar Romeo R82 (P), Yarrawonga Juarez J1358 (P), Warenda Jamaica J18, Munnabah Jos 936 (P), Moongana Kokoda 2746 (PS), Warenda Moonshine M10, Bullamakinka General, Benelkay Genuine (PP), Bullamakinka Hector, Burramurra Huon (P), Restdown Hondo (P), Doorabeeba Kaptin (PS), Yulgilbar Elder (P), Warenda Tambo (P), Warenda Require (PS), Hillside Ironman (PS), Hillside Enterprise (P), Warenda Patriarch (P), Warenda Rockingham (P) and Raelands I015 (P),





#### **SALE INFORMATION**

#### Online Only Timed Auction - In conjunction with TopX Roma and AuctionPlus



Commencing 10am, Tuesday 5th September 2023 Closing 10am, Wednesday 6th September 2023

**Auction Sale Link:** https://auctionsplus.com.au/auctions/cattle/doorabeeba-santa-gertrudis-bull-sale/121715 **YouTube Video Link:** https://www.youtube.com/playlist?list=PLkdX37DVJX-f0IMjLQIwZE6IrwQEXtoqp

#### **Inspections**

Pre inspections are welcome by appointment. Please contact the vendors to organise these in advance.

#### **Rebate**

A 2% rebate will be offered to outside agents who introduce buyers, in writing, 24 hours prior to the sale commencing to TopX (admin@topx.com.au), and settle on their behalf within 7 days. These terms will be strictly adhered to.

#### **Delivery & Transport**

Free transport will be available from the property to Roma Qld and on route. Bulls will be held on property following the sale at the successful purchasers risk. We recommend insuring bulls at the conclusion of the timed auction.

#### Health

All bulls:

- DNA tested for sire verification and homozygous/heterozygous horn/poll status.
- Vaccinated with 7 in 1, 3 Day Sickness (BEF), Vibriosis and Three Germ Blood.
- Tested negative for PI Pestivirus (BVDV).
- JBAS 6.
- Have been running together on forage crop with access to native pasture.
- Semen testing and laboratory morphology carried out by Brendan Coonan and Jasmine Hill, Northern Artificial Breeders.
- Scanning and measurements by Roger Evans Bovine Scanning Accreditation No. 1018 Sunday 27th August 2023.

#### Sale Catalogue Disclaimer

All reasonable care has been taken by the vendor and designer to ensure that the information provided in this catalogue is correct at the time of publication. However, the vendor, selling agents and designer do not give any warranty as to errors or omissions. Prospective purchasers should satisfy themselves by inspection or otherwise as to the accuracy of the information provided.

#### For further information, please contact:

#### **Vendors**

Murray Smith - 0408 967 258 - doorabeeba@bigpond.com Susan Michell - 0429 437 225 - cuulmara@bigpond.com

#### **TopX Roma**

Cyril Close - 0428 222 308 - close@topx.com.au





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Purchase online in eight simple steps! Log on to AuctionsPlus and bid on your phone, tablet or computer.

- **REGISTER ONLINE** 1 Free once off registration for all auctions.
- **COMPLETE BUYER INDUCTION** The buyer induction will help you understand the roles and responsibilities of everyone on the AuctionsPlus system.
- **VIEW CATALOGUE** 3 View photos, videos, pedigrees and more.
- **ENTER AUCTION** Log into the auction anytime, anywhere and bid on your mobile, tablet or computer.
- **AUTO BID** Can't stay for the whole sale? Set your maximum bid on the lot that you want to purchase and let the computer bid for you.
- **CONTACT SELLING AGENT** If successful, contact selling agent to arrange payment and delivery. The agent contact details will be available in the catalogue header.
- **PAYMENT** Via the selling agent's terms and conditions.
- **DELIVERY** Arrange transport of livestock at your expense.

Contact AuctionsPlus on (02) 9262 4222 or email studsales@auctionsplus.com.au or www.auctionsplus.com.au



#### **REFERENCE SIRES**

**MUNNABAH MAXIMUS 1248 (P)** 





**HARDIGREEN PARK VICTORY N56 (PS)** 



**MOONGANA KOKODA 2746 (PS)** 





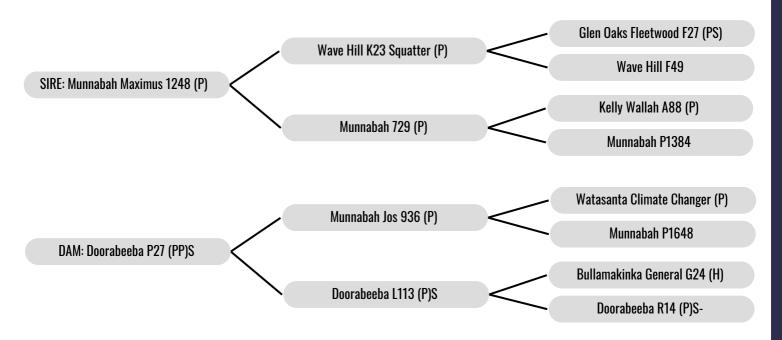


WWW.TOPX.COM.AU OFFICE: 07 4622 7077

### LOT 1 | DOORABEEBA SANTA FE SOO4 (P) - CLASSIFIED 'S'



DOB: 17/07/2021 AGE: 25 MONTHS



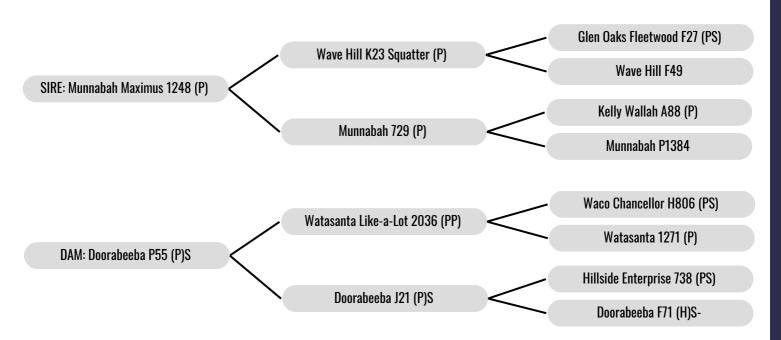
**COMMENTS:** S004 is the first calf of Doorabeeba P27 (PP)S. She had a heifer calf last year and PTIC this year. She is a good framed dark cow with a strong polled head and is exceptionally quiet (like her sire).

WEIGHT	SC	Р8	RIB	EMA	IMF	DWG	MORPH

# LOT 2 | DOORABEEBA SIOUX SOO8 (P) - CLASSIFIED 'S'



DOB: 14/07/2021 AGE: 25 MONTHS



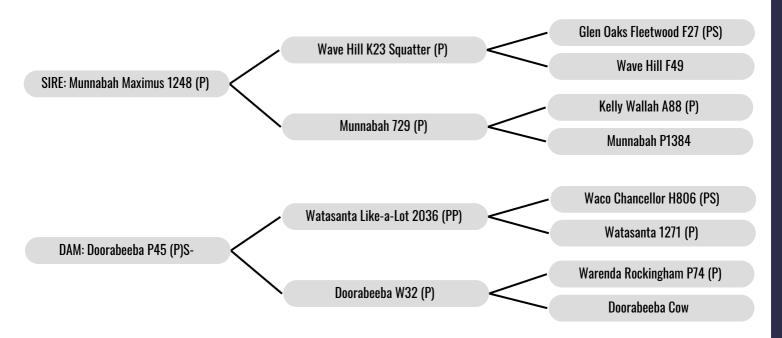
**COMMENTS:** S008 (P)S is a heifer's calf. P55 (P)S is a moderately framed lighter coloured cow. She is a very quiet cow with good bone and a tidy udder.

WEIGHT	SC	Р8	RIB	EMA	IMF	DWG	MORPH

# LOT 3 | DOORABEEBA SERENGETI SO10 (H) - CLASSIFIED 'S'



DOB: 22/08/2021 AGE: 24 MONTHS



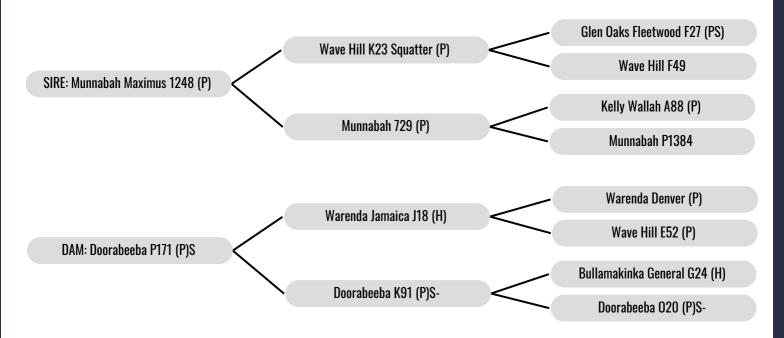
**COMMENTS:** A heifer's calf. P45 (P)S- had a second bull calf last year YTP. She is a tidy, moderate cow.

WEIGHT	SC	Р8	RIB	ЕМА	IMF	DWG	MORPH

### LOT 4 | DOORABEEBA STEEL SO12 (H) - CLASSIFIED 'S'



DOB: 05/08/2021 AGE: 25 MONTHS



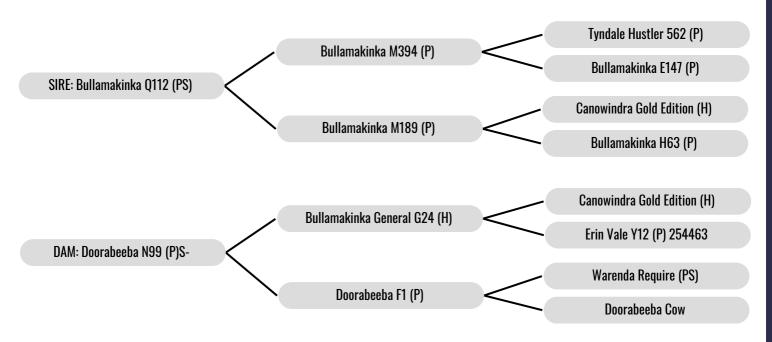
**COMMENTS:** A heifer's calf. P171 (P)S is a darker cow, had a bull calf last year YTP and is PTIC 2023. She is a very quiet moderately framed cow.

WEIGHT	SC	Р8	RIB	ЕМА	IMF	DWG	MORPH

### LOT 5 | DOORABEEBA SAUL SO36 (H) - COMMERCIAL



DOB: 17/08/2021 AGE: 24 MONTHS



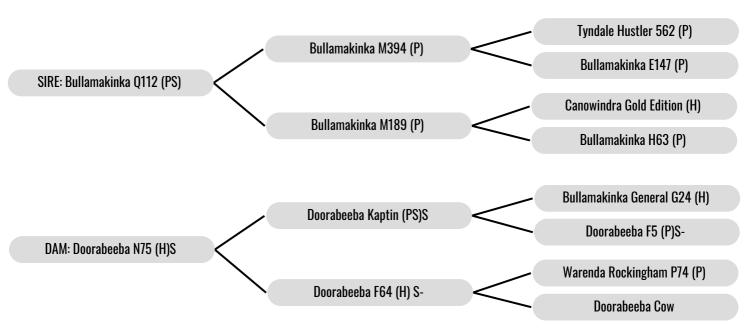
**COMMENTS:** A beautiful dark cow with breed character, frame and a strong polled head. N99 (P)S- has had three calves and is PTIC.

WEIGHT	SC	Р8	RIB	EMA	IMF	DWG	MORPH

### LOT 6 | DOORABEEBA SOMBRERO SO40 (P) - CLASSIFIED 'S'



DOB: 23/08/2021 AGE: 24 MONTHS



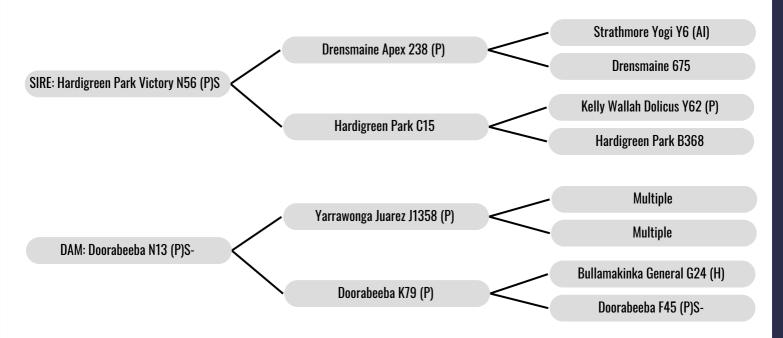
**COMMENTS:** Second of four calves of N75 (H)S. Her first bull calf sold last year in our online sale and she has since had a heifer calf YTP and recently calved again. She is a large framed cow with fabulous breed character and exceptional temperament.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 7 | DOORABEEBA SULEIMAN SO42 (P) - CLASSIFIED 'S'



DOB: 15/07/2021 AGE: 25 MONTHS



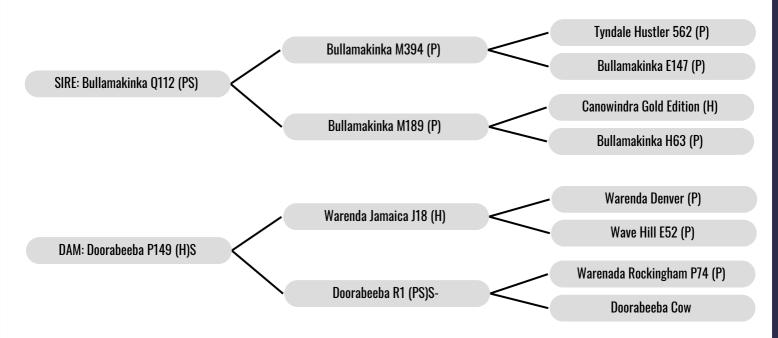
**COMMENTS:** N13 (P)S- has had three calves in three years and is PTIC. She is a darker, good bodied, quiet cow.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 8 | DOORABEEBA SAGE SO48 (H) - CLASSIFIED 'S'



DOB: 14/10/2021 AGE: 22 MONTHS



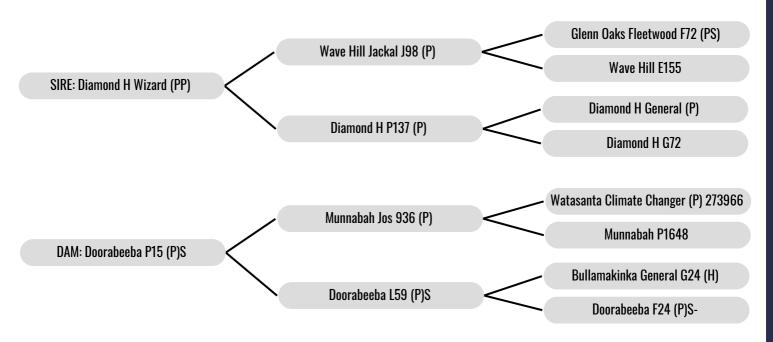
**COMMENTS:** A heifer's first calf. P149 (H)S has had three calves in three years and is PTIC.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 9 | DOORABEEBA SATURN SO50 (P) - CLASSIFIED 'S'



DOB: 27/09/2021 AGE: 23 MONTHS



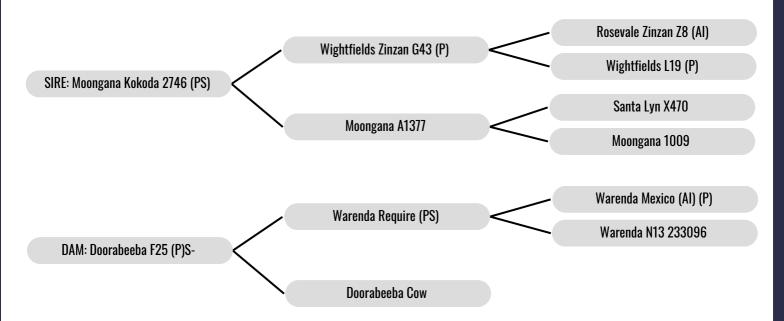
**COMMENTS:** P15 (P)S's second calf. First retained in herd and calved this year. P15 (P)S has had three calves in three years and is PTIC.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 10 | DOORABEEBA SHOWMAN SO68 (H) - CLASSIFIED 'S'



DOB: 14/10/2021 AGE: 22 MONTHS



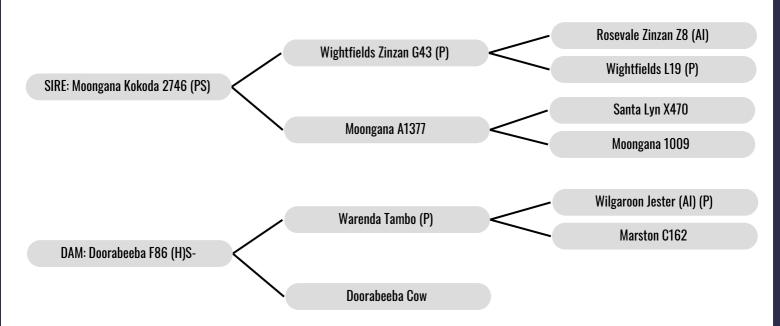
**COMMENTS:** Doorabeeba F25 (P)S- was sold recently cast for age, finishing her run of 10 pregnancies with twin bulls. She leaves female progeny in herd generations deep. Was a good bodied quiet cow.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 11 | DOORABEEBA SERGEANT SO70 (P) - CLASSIFIED 'S'



DOB: 27/08/2021 AGE: 24 MONTHS



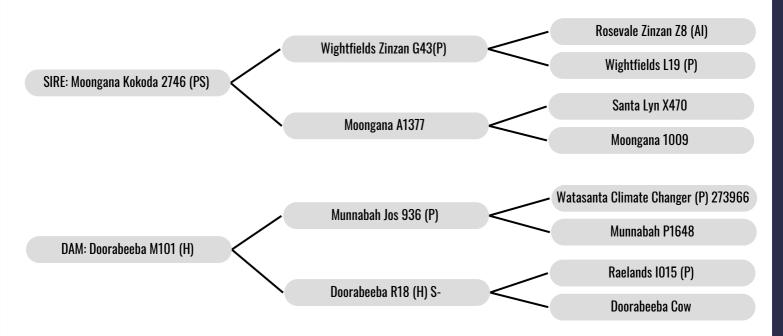
**COMMENTS:** Last calf of F86 (H)S-. She was sold cast for age having nine calves in nine years. All female progeny were retained in herd.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 12 | DOORABEEBA SASKATCHEWAN S073 (H) - NOT ELIGIBLE



DOB: 07/08/2021 AGE: 25 MONTHS



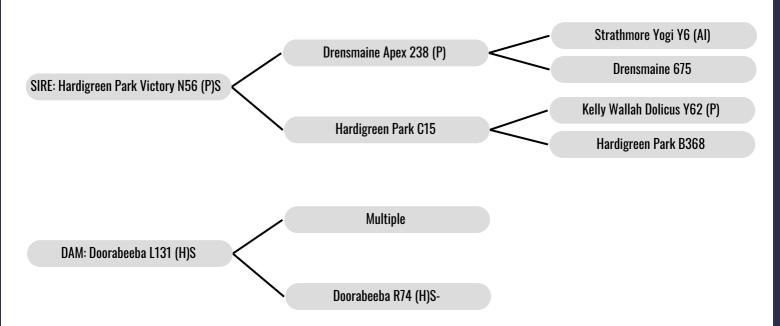
**COMMENTS:** M101 (H) has had four calves in four years and is PTIC.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 13 | DOORABEEBA SALVADOR SO74 (P) - CLASSIFIED 'S'



DOB: 27/07/2021 AGE: 25 MONTHS



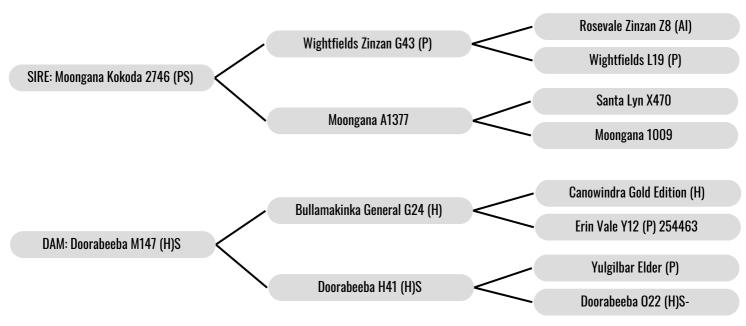
**COMMENTS:** Doorabeeba L131 (H)S has had five calves in five years and is PTIC.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

### LOT 14 | DOORABEEBA SILVER SO82 (H) - CLASSIFIED 'S'



DOB: 25/08/2021 AGE: 24 MONTHS



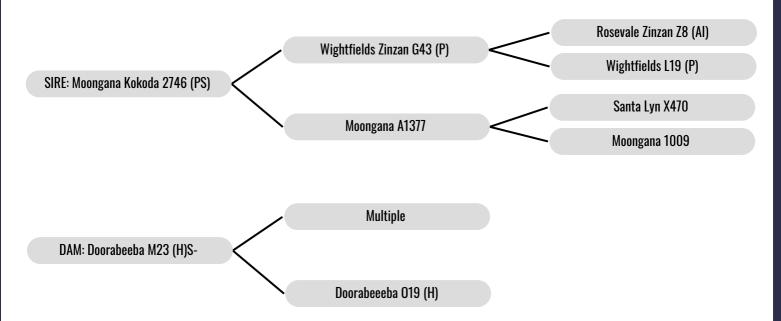
**COMMENTS:** M147 (H)S has had four calves in four year, three classified one YTP and is PTIC. The only heifer to date has been retained in herd and exhibits fabulous breed character and frame. M147 (H)S is a good framed dark cow with a strong head and excellent temperament.

WEIGHT	SC	Р8	RIB	EMA	IMF	DWG	MORPH

# LOT 15 | DOORABEEBA SHEPHERD S084 (H) - COMMERCIAL



DOB: 25/08/2021 AGE: 24 MONTHS



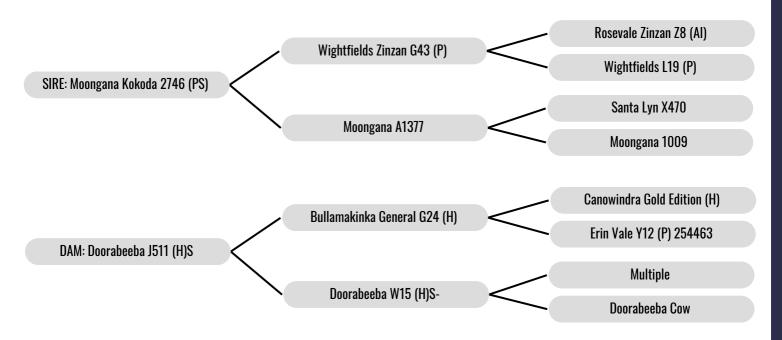
**COMMENTS:** Doorabeeba M23 (H)S- has had four calves in four years and is PTIC. Her first two calves were heifers, both retained in herd and classified.

WEIGHT	SC	Р8	RIB	EMA	IMF	DWG	MORPH

### LOT 16 | DOORABEEBA SCOUT SO86 (P) - CLASSIFIED 'S'



DOB: 14/10/2021 AGE: 22 MONTHS



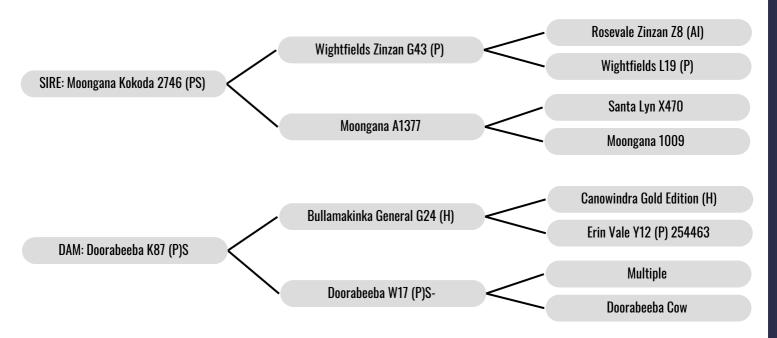
**COMMENTS:** Doorabeeba J51 (H)S exhibited strong breed character and was a quiet good framed cow. She died when S086 (P) was about six weeks old.

WEIGHT	SC	Р8	RIB	EMA	IMF	DWG	MORPH

# LOT 17 | DOORABEEBA SULTAN SO88 (P) - CLASSIFIED 'S'



DOB: 22/09/2021 AGE: 23 MONTHS



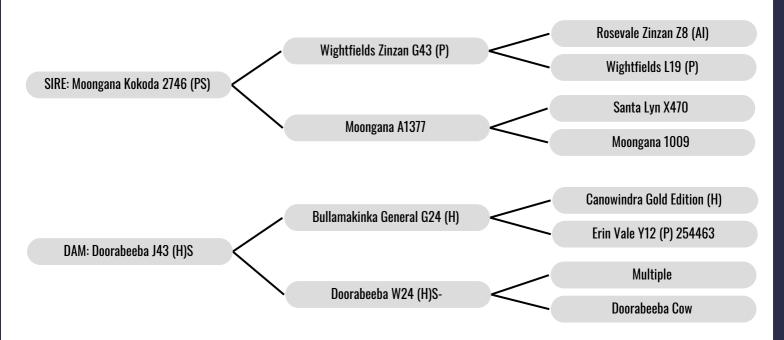
**COMMENTS:** K87 (P)S has had five calves in five years and is PTIC. She is a cow with breed character and frame.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 18 | DOORABEEBA SHILOH SO90 (H) - CLASSIFIED 'S'



DOB: 16/09/2021 AGE: 23 MONTHS



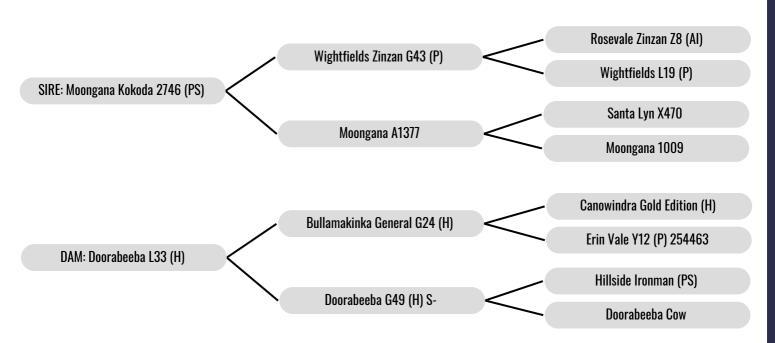
**COMMENTS:** J43 (H)S has had seven calves in seven years and is PTIC. She is lighter coloured cow with good frame and breed character. She is a very quiet cow.

WEIGHT	SC	Р8	RIB	EMA	IMF	DWG	MORPH

### LOT 19 | DOORABEEBA SUDAN SO92 (H) - NOT ELIGIBLE



DOB: 10/08/2021 AGE: 25 MONTHS



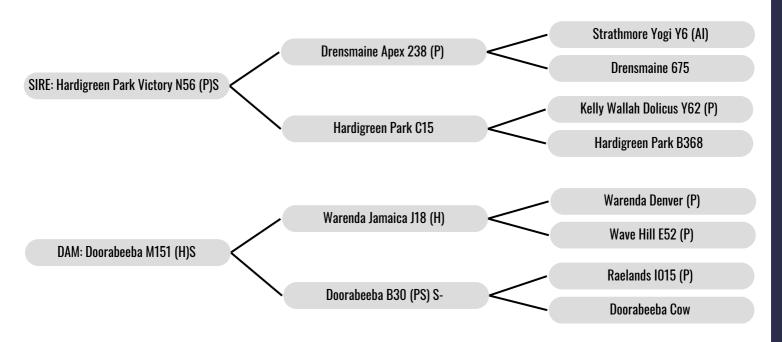
**COMMENTS:** L33(H) is a good framed cow with breed character and is lighter in colour. She has had five calves in five years and is PTIC.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 20 | DOORABEEBA SPARTAN SO96 (P) - CLASSIFIED 'S'



DOB: 15/09/2021 AGE: 23 MONTHS



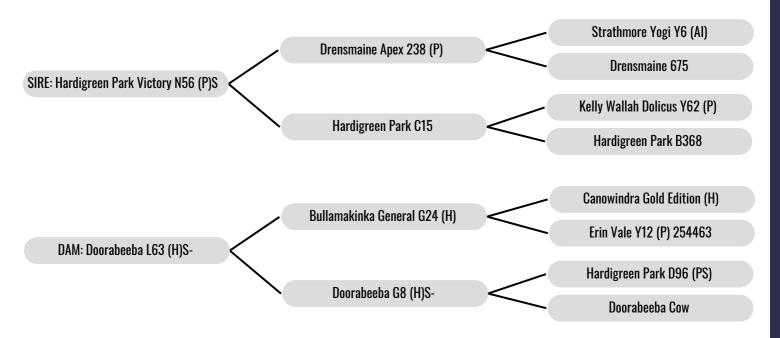
**COMMENTS:** A good framed cow with quiet nature. Calf each year, PTIC.

WEIGHT	SC	Р8	RIB	EMA	IMF	DWG	MORPH

### LOT 21 | DOORABEEBA SPALDING S100 (P) - COMMERCIAL



DOB: 25/08/2021 AGE: 24 MONTHS



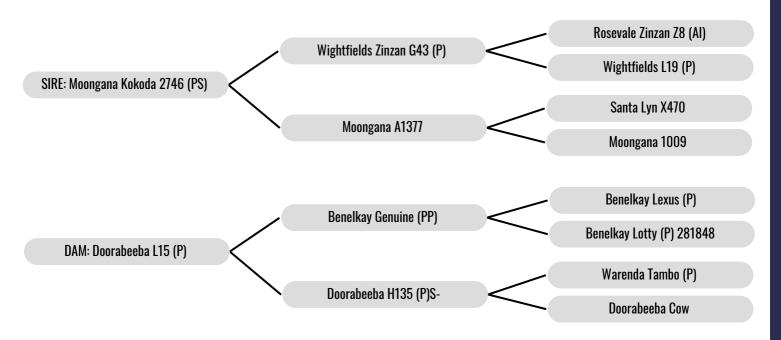
**COMMENTS:** L63 (H)S- has had five calves in five years and is PTIC. She is a large framed cow with a strong head.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 22 | DOORABEEBA SHEIKH S112 (P) - NOT ELIGIBLE



DOB: 07/08/2021 AGE: 25 MONTHS



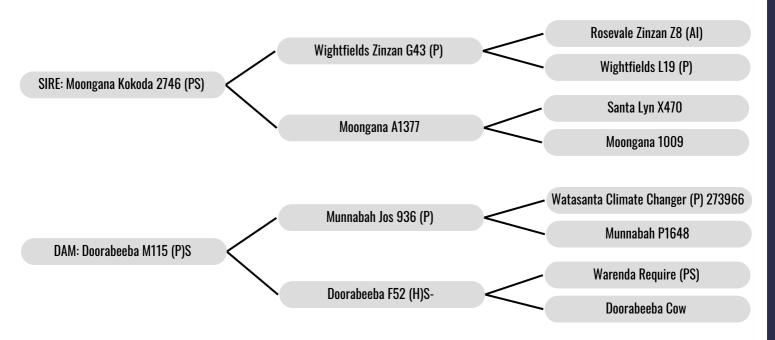
**COMMENTS:** Moderately framed cow L15(P) has had five calves in five years and is PTIC.

WEIGHT	SC	P8	RIB	EMA	IMF	DWG	MORPH

# LOT 23 | DOORABEEBA SHAMROCK S118 (PP) - CLASSIFIED 'S'



DOB: 12/08/2021 AGE: 25 MONTHS



**COMMENTS:** M115 (P)S is a very good bodied dark cow with frame and character. She has had three calves in three years. Both heifers classified and retained in herd.

WEIGHT	SC	Р8	RIB	EMA	IMF	DWG	MORPH



#### LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

- CHAPTER ONE PRELIMINARY

  1. (a) A vendor is bound by these terms and conditions by offering livestock
  - An agent (which includes an auctioneer) is bound by these terms and conditions by conducting an auction sale.
  - A buyer is bound by these terms and conditions by bidding at auction.
  - Competition and Consumer Act (Cth) 2010

It is unlawful for parties that are, or otherwise would be, in competition with each other to make, or give effect to, a contract, arrangement or understanding that contains a provision relating to:

- price-fixing; or restricting outputs in the production and supply chain; or allocating customers, suppliers or territories; or bid-rigging; or collusive bidding.
- Large fines and other sanctions may be imposed for unlawful conduct. Large nines and other sanctions may be imposed or unawful conduct.

  In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors and 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.
  - When used in these terms the expressions "companion animals" means all animals originating from the same property on a particular day. Where lots are split and sent to multiple establishments, then all of these animals shall be regarded as companions.
- The following applies in interpreting these terms and conditions:
  - 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 investock 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

- plus any Fees and other expenses incurred in relation to the purchase of livestock that are payable by the buyer; and
- plus any GST added in accordance with clause 12.
- where the property solution is a confidence with clause 12. 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
   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.
- Prior to the fall of the hammer the auctioneer shall announce the last bid and receive any further bids. 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 neer's decision is final.
- The auctioneer may refuse to accept any bid which, in the auctioneer's opinion, is not in the best interest of the vendor and need not give reasons for doing so.
- 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 respon
- The successful bidder at a livestock auction sale must give to the auctioneer at the fall of the hammer:
  - the purchaser's name; or
  - (b) the bid card number which identifies the purchaser; or
  - the name of the person on whose behalf the successful bid was made; (c)
- (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.
- The vendor warrants;
  - That the vendor has (or will have) the right to sell the livestock at the time of delivery; and
  - That the purchaser will obtain title on completion of the purchaser's obligations under this contract including payment. (b)
- 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 resold 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 an 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
- 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 pald and any law, rule or practice to the contrary is accordingly negatived as far as possible.
- Cattle sold on a liveweight basis that are weighed pre-sale are at the rist and expense of the buyer upon the fall of the hammer.
  - Cattle sold on a liveweight basis that are weighed post-sale are at the risk and expense of the buyer immediately after weighing. (b)
  - 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. (c)
- Subject to this clause the sale is complete on the fall of the hamn
  - The time for rejection is the time commencing at the fall of the hammer and ending at the first of:
  - delivery is taken by a representative of the buyer
  - departure of the animal from the purchaser's delivery pen; or
    - one hour after the last animal is:

(iii)

- in the case of pre-sale weighing, sold; or in the case of post-sale weighing, weighed.
- 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.
- 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. (d)
- agent has disclosed the reason for picture to that obugst.

  This subclause 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, for delivery to and from the scales, to the buyer's delivery pen and onto 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

- subclause does not apply if the agent makes an announcement to that effect prior to sale.
- Stubject to the right of rejection in Clause 18, all conditions an 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, any. No compensation shall be given for any faults, imperfection errors of description, number in or of any lots sold or otherwise.
  - 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.
  - such error or misdescription can be made after that time. Any statements made by the vendor or the auctioneer whether in writing or orally to the effect that any female has been pregnancy tested or scanned positive shall mean and require only that a certificate in writing shall be supplied to the buyer signed by a qualified veterinary surgeon or certified scanner certifying that the said female has been tested or scanned on the date specified in the certificate and that in the opinion of the surgeon or scanner was pregnant on that date.
  - For slaughter cattle, the agent undertakes to make every reasonable effort to ensure that any NLIS cattle device number is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.
  - For other slaughter livestock the agent undertakes to make every reasonable effort to ensure that the NLIS information is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.
- Where livestock have a food safety or market eligibility status derived from the National Vendor Declaration (NVD) and/or the NLIS/ERP database, the agent will inform the buyers by presale catalogue and/or announce the status prior to the offering of those lots.
- delivery is made to, or possession obtained by, the buyer or its presentative before full payment of the Price, then until full payment is sceived, the buyer:
  - (a) does not acquire title to the livestock;
  - holds the livestock as bailee only for the vendor;
  - 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;
  - is responsible for the safety and well being of the livestock;
  - 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 ballee and agent for the vendor; and
  - must keep and account for the proceeds of any subsequent separately from its other money and hold those proceeds, together the benefits of any rights against subsequent buyers, on trust for
- The purchaser agrees that:
  - Clause 20 creates a registrable security interest under the Personal Property Securities Act (Cth) 2009 (PPSA);
  - the Purchaser acknowledges the rights of the Seller (and/or the Agent if Clause 25 applies) to register a financing statement under the PPSA with respect to the security interest created by this clause;
  - the Livestock are collateral for the purposes of the PPSA:
  - to the extent permitted, the Purchaser waives any right the Purchaser has under the PPSA to receive notices; and
  - the date upon which the security interest created by this clause comes into force is the first date on which livestock are delivered pursuant to this contract
- 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.
- 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 23.5 the agent is subrogated to all rights of the vendor under these terms and conditions against the buyer.
- 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:
  - when this clause does not apply, as agent of the vendor (including by reselling the livestock); and
  - 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.
- 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).
- The vendor hereby irrevocably appoints the agent as the vendor's attorney to:
  - 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
  - appoint one or more sub-attorneys to do anything that the agent r do as the vendor's attorney.
- 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:
  - by this clause 23, other than as it expressly provides; or
- by the failure of the agent or the vendor or either of them to comply with the terms of this clause 23.
- 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. 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.
  - agent on belial of the ventour interaction to the sale of the restock. 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 investock, 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.
  - 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.
- 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

The vendor, the agent and the buyer agree to comply with their several duties under the Australian Animal Welfare Standards and Guidelines for the Land Transport of Livestock and further to consign, manage, receive, transport and handle livestock in accordance with any other additional requirements of animal welfare legislation specific to the jurisdiction in which livestock are consigned, managed, received, transported and handled in the course of the auction process.

- CHAPTER THREE VENDOR WARRANTY FOR CORRECT
  PRESENTATION AND DECLARATION
  26. This chapter applies only in the case of livestock and their companion animals sold at auction for staughter when the buyer is the staughterer and the livestock are transported direct from the sale yard to the meatworks at which they are staughtered. This chapter does not apply if the buyer is a trader who subsequently resells the livestock to a staughterer. A slaughterer is any person who pays the AMPC Processor levy.
- The warranty of a vendor is that livestock and their companion for sale at auction:
  - (a) pass government and other regulatory authority requirements and inspections at the time of slaughter;.
  - are of merchantable quality:
  - carry an NLIS device in accordance with State law;
  - 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 any document, the livestock will have those characteristics or will be fit for the particular purpose or market; and
  - all information in any document 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  $7^{\rm th}$  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 sake 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.
- Where a sentinel animal of a lot tests positive for chemical residue, or foreign material contamination and provided such test is certified and notified as required by these vendor warranty terms, then:
  - (a) the buyer will be entitled to delay payment for the price of all livestock in that lot only; or
  - in martor omy; or the vendor has the option, at the vendor's cost, of collecting the companion animals, if allowed by law; or of having the livestock staughtered 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.
- auctioneer is liable to the buyer in respect of any breach of the vendor's anty arising out of:
  - any error, by the auctioneer, of transcription of information from the NVD completed by the vendor to the pre-sale catalogue or the buyers post-sale summary;
  - 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
  - any failure by the auctioneer to announce prior to bidding, or disclose in the pre-sale catalogue, that the vendor has failed to provide a NVD that is complete in all material aspects.

- CHAPTER FOUR OWNERS RISK FOR CONDITION OF CATTLE

  33. This chapter applies only in the case of cattle and their companion are sold at auction for slaughter when the buyer is the slaughterer and the are transported direct from the sale yard to the meatworks at which this slaughtered. This chapter does not apply if the buyer is a trader subsequently resells cattle to a slaughterer. A slaughterer is any person pays the AMPC Processor levy.
- pays the AMPL 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 government. Owners risk applies if the condemnation is due to a condition in the animal which the buyer establishes, by the relevant government certificate, existed prior to the fall of the hammer.
- 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.
- Owners risk protection is available to the buyer of cattle to which this chapter applies if all of the following are satisfied:
  - a certificate is issued by government 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
  - the certificate is received by the selling agent either in its original form or by fax or electronic communication in the form of data, text or imaging by 5:00pm on the 7<sup>th</sup> day after the fall of the hammer, and
  - if the condemnation is due to chemical residue the certificate follows testing in a government approved laboratory which establishes maximum residue limits in excess of the Australian limit. (c)
- Owners risk does not apply, and the buyer must pay for the cattle, if the reason for condemnation is any of bruising, fever, partial condemnation or emaciation.

#### CHAPTER FIVE - NOTICES REQUIRED BY LEGISLATION

#### NSW 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:

- to abstain from bidding; or
- to bid to a limited extent only; o
- 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. <u>Tasmania Legislation</u>. An auctioneer conducting a public auction must not appear to acknowledge the making of a bid if no bid was made. A person must not participate in collusive practices by way of making or receiving an unlawful promise to abstain from bidding, not to bid except to a limited extent or do any other thing which may prevent free and open competition.

- WA 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;
- 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 successful bidder; or 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.

