

# BURRBANK AYRSHIRES

## COMPLETE DISPERSAL SALE

Of Spring Calved Herd

**TUESDAY 18TH SEPTEMBER 2018**

Kerang Selling Centre at 12 Noon  
a/c P & K Angel of Kerang

**90 OUTSTANDING AYRSHIRES 90**

- \*52 Top young cows
- \*38 Great uddered Heifers
- \*1 Bull, 2 year old

Steeped in Rockvale, Dairylea and Roland Lodge bloodlines  
Cows sell prod. to 10,335 litres 354 kgs protein 468 kgs fat  
Burrbank have won many milk quality awards.  
Herd currently 57 cc with 4.1 %fat 3.5 %protein

**VENDORS – PETER & KIM ANGEL 0429 347 189**



A RURALCO PARTNER

Tullamarine BC, PO Box 462, Tullamarine VIC 3043  
Tel: (03) 9338 9259 - (03) 9338 9453 Fax: (03) 9338 9287  
Email: manderson@dairylivestockservices.com.au  
www.dairylivestockservices.com.au

Brian Leslie 0418 365 934  
Shuan Hamilton 0456 666 724

**LANDMARK**

LANDMARK KERANG – 0354 521 599  
Greg Dickson – 0439 308 832

ALL FRESHLY CALVED  
Herd test will be done close to sale day, details at sale

Lot 1 BURRBANK GESABELL 14

|                                   |      |     |      |     |      |
|-----------------------------------|------|-----|------|-----|------|
| ID: 2782 DOB: 26/9/14             |      |     |      |     |      |
| Age                               | Milk | Fat | Prot | CPI | Days |
| 2.6                               | 568  | 258 | 214  | 97  | 305  |
| sire                              |      |     |      |     |      |
| dam                               |      |     |      |     |      |
| ROCKVALE LARRY                    |      |     |      |     |      |
| BURRBANK GESABELL 11              |      |     |      |     |      |
| 3.4                               | 4225 | 164 | 130  | 84  | 278  |
| 2nd sire                          |      |     |      |     |      |
| BURRBANK BLUEY                    |      |     |      |     |      |
| 2nd dam                           |      |     |      |     |      |
| BURRBANK TOON GESABELL            |      |     |      |     |      |
| 4.10                              | 7520 | 251 | 235  | 99  | 305  |
| Bred down from Geelunga Des Abell |      |     |      |     |      |

PURCHASER: .....

Lot 2 BURRBANK MILLY 16

|                        |      |     |      |     |      |
|------------------------|------|-----|------|-----|------|
| ID: 2770 DOB: 23/8/14  |      |     |      |     |      |
| Age                    | Milk | Fat | Prot | CPI | Days |
| 2.10                   | 5949 | 223 | 214  | 94  |      |
| sire                   |      |     |      |     |      |
| dam                    |      |     |      |     |      |
| ROCKVALE RAVEN         |      |     |      |     |      |
| BURRBANK MILLY 14      |      |     |      |     |      |
| 2.0                    | 5365 | 239 | 180  | 103 | 305  |
| 2nd sire               |      |     |      |     |      |
| BURRBANK LINGO         |      |     |      |     |      |
| 2nd dam                |      |     |      |     |      |
| BURRBANK SUPREME MILLY |      |     |      |     |      |
| 5.10                   | 6736 | 307 | 256  | 97  | 305  |
| 3rd sire               |      |     |      |     |      |
| ROCKVALE SUPREME       |      |     |      |     |      |
| 3rd dam                |      |     |      |     |      |
| BURRBANK ESON NOVA     |      |     |      |     |      |

PURCHASER: .....

Lot 3 BURRBANK ALLANA 10

|                              |      |     |      |     |      |
|------------------------------|------|-----|------|-----|------|
| ID: 2738 DOB: 30/4/14        |      |     |      |     |      |
| Age                          | Milk | Fat | Prot | CPI | Days |
| 3.3                          | 7142 | 272 | 260  | 111 | 262  |
| sire                         |      |     |      |     |      |
| dam                          |      |     |      |     |      |
| ROCKVALE RAVEN               |      |     |      |     |      |
| BURRBANK ALLANA 8            |      |     |      |     |      |
| 4.3                          | 7856 | 291 | 264  | 100 | 305  |
| 2nd sire                     |      |     |      |     |      |
| BURRBANK LINGO               |      |     |      |     |      |
| 2nd dam                      |      |     |      |     |      |
| BURRBANK ALLANA 6            |      |     |      |     |      |
| 3rd sire                     |      |     |      |     |      |
| MAPLE-DELL MODEM DIEGO       |      |     |      |     |      |
| 3rd dam                      |      |     |      |     |      |
| BURRBANK SUPREME ALLANA VG85 |      |     |      |     |      |

PURCHASER: .....

Lot 4 BURRBANK MARY 6

|                            |      |     |      |     |      |
|----------------------------|------|-----|------|-----|------|
| ID: 2774 DOB: 3/9/14       |      |     |      |     |      |
| Age                        | Milk | Fat | Prot | CPI | Days |
| 2.8                        | 5021 | 181 | 169  | 88  | 305  |
| sire                       |      |     |      |     |      |
| dam                        |      |     |      |     |      |
| ROCKVALE RAVEN             |      |     |      |     |      |
| BURRBANK MARY 2            |      |     |      |     |      |
| 4.6                        | 6228 | 246 | 193  | 89  | 267  |
| 2nd sire                   |      |     |      |     |      |
| FAMILY-AF-AYR DOUBLEWHAMMY |      |     |      |     |      |
| 2nd dam                    |      |     |      |     |      |
| KENDI MARY                 |      |     |      |     |      |
| 6.7                        | 8474 | 217 | 281  | 95  | 305  |
| 3rd sire                   |      |     |      |     |      |
| ARDROSSAN EV KATES TRIDENT |      |     |      |     |      |
| 3rd dam                    |      |     |      |     |      |
| DAIRYLEA MARLYN            |      |     |      |     |      |

PURCHASER: .....

Lot 5 BURRBANK PRUE 6

|                       |      |     |      |     |      |
|-----------------------|------|-----|------|-----|------|
| ID: 2698 DOB: 28/8/13 |      |     |      |     |      |
| Age                   | Milk | Fat | Prot | CPI | Days |
| 3.9                   | 8792 | 312 | 322  | 115 | 305  |
| sire                  |      |     |      |     |      |
| dam                   |      |     |      |     |      |
| ROCKVALE LARRY        |      |     |      |     |      |
| BURRBANK PRUE         |      |     |      |     |      |
| 2.0                   | 6688 | 274 | 227  | 113 | 305  |
| 2nd sire              |      |     |      |     |      |
| ARDMORE CROWN NAPIER  |      |     |      |     |      |
| 2nd dam               |      |     |      |     |      |
| BURRBANK SUPREME PRUE |      |     |      |     |      |
| 6.5                   | 6891 | 316 | 258  | 111 | 196  |
| 3rd sire              |      |     |      |     |      |
| ROCKVALE SUPREME      |      |     |      |     |      |
| 3rd dam               |      |     |      |     |      |
| BURRBANK AUS PRUE     |      |     |      |     |      |

PURCHASER: .....

Lot 6 BURRBANK EAGLE 5

|                        |      |     |      |     |      |
|------------------------|------|-----|------|-----|------|
| ID: 2677 DOB: 3/8/13   |      |     |      |     |      |
| Age                    | Milk | Fat | Prot | CPI | Days |
| 4.0                    | 4504 | 210 | 182  | 84  | 250  |
| sire                   |      |     |      |     |      |
| dam                    |      |     |      |     |      |
| ROCKVALE TIMELY EFFORT |      |     |      |     |      |
| BURRBANK EAGLES TOF    |      |     |      |     |      |
| 6.4                    | 7085 | 340 | 248  | 103 | 271  |
| 2nd sire               |      |     |      |     |      |
| DES PRAIRIES TOF       |      |     |      |     |      |
| 2nd dam                |      |     |      |     |      |
| BURRBANK AUS EAGLE     |      |     |      |     |      |
| 3.9                    | 7085 | 299 | 233  | 104 | 305  |
| 3rd sire               |      |     |      |     |      |
| AVAGO AUSSIE-ET        |      |     |      |     |      |
| 3rd dam                |      |     |      |     |      |
| JAMBAROO EAGLE PADDY   |      |     |      |     |      |

PURCHASER: .....

Lot 7 BURRBANK SHOWTIME 5

|                      |      |     |     |     |     |
|----------------------|------|-----|-----|-----|-----|
| ID: 2816 DOB: 5/5/15 |      |     |     |     |     |
| sire                 |      |     |     |     |     |
| dam                  |      |     |     |     |     |
| BLACKADDAR SHERLOCK  |      |     |     |     |     |
| BURRBANK SHOW DANCER |      |     |     |     |     |
| 5.5                  | 7342 | 310 | 256 | 106 | 305 |
| 2nd sire             |      |     |     |     |     |
| DAIRYLEA DOPY DANCER |      |     |     |     |     |
| 2nd dam              |      |     |     |     |     |
| DAIRYLEA SHOWTIME    |      |     |     |     |     |
| 1.11                 | 3529 | 120 | 111 | 76  | 253 |

PURCHASER: .....

Lot 8 BURRBANK HANNAH 5

|                        |      |     |      |     |      |
|------------------------|------|-----|------|-----|------|
| ID: 2570 DOB: 21/4/12  |      |     |      |     |      |
| Age                    | Milk | Fat | Prot | CPI | Days |
| 5.3                    | 7664 | 267 | 270  | 104 | 269  |
| sire                   |      |     |      |     |      |
| dam                    |      |     |      |     |      |
| DES CHAMOIS POKER      |      |     |      |     |      |
| BURRBANK HANNA 3       |      |     |      |     |      |
| 5.10                   | 7089 | 309 | 260  | 109 | 305  |
| 2nd sire               |      |     |      |     |      |
| ROCKVALE TIMELY EFFORT |      |     |      |     |      |
| 2nd dam                |      |     |      |     |      |
| DAIRYLEA HANNAH        |      |     |      |     |      |
| 3.0                    | 6275 | 222 | 202  | 103 | 305  |

PURCHASER: .....

Lot 9 BURRBANK HANNAH 8

|                       |      |     |      |     |      |
|-----------------------|------|-----|------|-----|------|
| ID: 2801 DOB: 13/2/15 |      |     |      |     |      |
| Age                   | Milk | Fat | Prot | CPI | Days |
| 2.4                   | 5785 | 184 | 199  | 84  | 302  |
| sire                  |      |     |      |     |      |
| dam                   |      |     |      |     |      |
| ROCKVALE RAVEN        |      |     |      |     |      |
| BURRBANK HANNAH 6     |      |     |      |     |      |
| 2.9                   | 5556 | 212 | 185  | 91  | 305  |
| 2nd sire              |      |     |      |     |      |
| BURRBANK LINGO        |      |     |      |     |      |
| 2nd dam               |      |     |      |     |      |
| BURRBANK HANNAH 4     |      |     |      |     |      |
| 3.6                   | 796  | 339 | 282  | 126 | 305  |

PURCHASER: .....

Lot 10 BURRBANK DOS 5

|                         |      |     |      |     |      |
|-------------------------|------|-----|------|-----|------|
| ID: 2599 DOB: 31/7/12   |      |     |      |     |      |
| Age                     | Milk | Fat | Prot | CPI | Days |
| 4.3                     | 7153 | 282 | 255  | 103 | 285  |
| sire                    |      |     |      |     |      |
| dam                     |      |     |      |     |      |
| ARDMORE CROWN NAPIER    |      |     |      |     |      |
| KENDI DOS               |      |     |      |     |      |
| 5.0                     | 7360 | 285 | 258  | 91  | 294  |
| 2nd sire                |      |     |      |     |      |
| ELIZADALE CROWN MICHAEL |      |     |      |     |      |
| 2nd dam                 |      |     |      |     |      |
| DAIRYLEA DOSS           |      |     |      |     |      |

PURCHASER: .....

Lot 11 BURRBANK DOS 8

|                        |      |     |      |     |      |
|------------------------|------|-----|------|-----|------|
| ID: 2720 DOB: 9/4/14   |      |     |      |     |      |
| Age                    | Milk | Fat | Prot | CPI | Days |
| 5.0                    | 5886 | 232 | 233  | 87  | 305  |
| sire                   |      |     |      |     |      |
| dam                    |      |     |      |     |      |
| BURRBANK BLUEY         |      |     |      |     |      |
| KENDI DOS – SEE LOT 10 |      |     |      |     |      |

PURCHASER: .....

**Lot 12 BURRBANK DOS 15**  
**ID:** 2910 **DOB:** 4/5/16  
sire **BURRBANK HANSOM BOY**  
dam **BURRBANK DOS 8 – SELLS AS LOT 11**

**PURCHASER:**.....

**Lot 13 BURRBANK PERRI 12**  
**ID:** 2779 **DOB:** 11/9/14

|          | Age | Milk | Fat | Prot | CPI | Days |
|----------|-----|------|-----|------|-----|------|
| sire     | 2.9 | 7063 | 257 | 251  | 105 | 305  |
| dam      |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 2nd sire | 5.0 | 9243 | 297 | 325  | 104 | 300  |
| 2nd dam  |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 3rd sire | 6.7 | 8352 | 311 | 275  | 103 | 305  |
| 3rd dam  |     |      |     |      |     |      |

**ROCKVALE RAVEN**  
**BURRBANK PERRI 2**  
**ELIZADALE CROWN MICHAEL**  
**DAIRYLEA PERRI**  
**LIFE 72455 2713 2363**  
**LONE BIRCH MASTERPIECE**  
**DAIRYLEA BLACK PEARL** by Trident

**PURCHASER:**.....

**Lot 14 BURRBANK PERRI 16**  
**ID:** 2897 **DOB:** 11/4/16  
sire **PALMYRA TRI-STAR BURDETTE**  
dam **DAIRYLEA PERRI – SEE LOT 13**

**PURCHASER:**.....

**Lot 15 BURRBANK TRIXIE 3**  
**ID:** 2722 **DOB:** 9/4/14

|          | Age  | Milk | Fat | Prot | CPI | Days |
|----------|------|------|-----|------|-----|------|
| sire     | 3.0  | 7409 | 228 | 274  | 109 | 305  |
| dam      |      |      |     |      |     |      |
|          |      |      |     |      |     |      |
| 2nd sire | 8.11 | 8292 | 317 | 288  | 110 | 305  |
| 2nd dam  |      |      |     |      |     |      |

**BURRBANK LINGO**  
**KENDI TRIXIE**  
**ARDROSSAN EV KATES TRIDENT**  
**DAIRYLEA TANIA** by RELIABLE

**PURCHASER:**.....

**Lot 16 BURRBANK TRIXIE 4**  
**ID:** 2902 **DOB:** 16/4/16  
sire **BURRBANK HANSOM BOY**  
dam **BURRBANK TRIXIE 3 – SELLS AS LOT 15**

**PURCHASER:**.....

**Lot 17 BURRBANK VIV 9**  
**ID:** 4251 **DOB:** 14/8/16

|          | Age | Milk | Fat | Prot | CPI | Days |
|----------|-----|------|-----|------|-----|------|
| sire     | 4.2 | 7862 | 315 | 278  | 105 | 305  |
| dam      |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 2nd sire | 4.8 | 6749 | 257 | 251  | 91  | 305  |
| 2nd dam  |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 3rd sire |     |      |     |      |     |      |
| 3rd dam  |     |      |     |      |     |      |

**7 OAKS BURDETTE ALASKA**  
**BURRBANK VIV 2**  
**BURRBANK BLUEY**  
**KENDI VIV GP82**  
**KELLCREST ICE MAN**  
**ROCKVLE TRIDEN VIV 7**

**PURCHASER:**.....

**Lot 18 BURRBANK BO 9**  
**ID:** 4250 **DOB:** 13/8/16

|          | Age | Milk | Fat | Prot | CPI | Days |
|----------|-----|------|-----|------|-----|------|
| sire     | 4.2 | 6806 | 316 | 239  | 108 | 305  |
| dam      |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 2nd sire | 4.7 | 9232 | 335 | 324  | 109 | 295  |
| 2nd dam  |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 3rd sire |     |      |     |      |     |      |
| 3rd dam  |     |      |     |      |     |      |

**7 OAKS BURDETTE ALASKA**  
**BURRBANK BO 3**  
**FAMILY-AF-AYR DOUBLEWHAMMY**  
**KENDI BO VG85**  
**KELLCREST ICE MAN**  
**DAIRYLEA BO AGAIN** x Trident

**PURCHASER:**.....

**Lot 19 BURRBANK MARINE 12**  
**ID:** 2912 **DOB:** 9/5/16

|          | Age | Milk | Fat | Prot | CPI | Days |
|----------|-----|------|-----|------|-----|------|
| sire     | 5.2 | 6118 | 238 | 231  | 89  | 305  |
| dam      |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 2nd sire | 6.2 | 7952 | 299 | 280  | 101 | 305  |
| 2nd dam  |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 3rd sire |     |      |     |      |     |      |
| 3rd dam  |     |      |     |      |     |      |

**ROSEHILL RHYTHMAJIG**  
**BURRBANK MARINE 6**  
**ROCKVALE TIMELY EFFORT**  
**BURRBANK MARINES CROWN VG87**  
**MEIKLE LAUGHT TRIPLE CROWN**  
**BURRBANK MARINES TRI**  
ex by Jamberoo Superior Marine

**PURCHASER:**.....

**Lot 20 BURRBANK JODIE 8**  
**ID:** 2901 **DOB:** 16/4/16

|          | Age | Milk | Fat | Prot | CPI | Days |
|----------|-----|------|-----|------|-----|------|
| sire     | 2.0 | 5818 | 193 | 175  | 91  | 305  |
| dam      |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 2nd sire | 4.0 | 6411 | 261 | 228  | 98  | 287  |
| 2nd dam  |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 3rd sire |     |      |     |      |     |      |
| 3rd dam  |     |      |     |      |     |      |

**BURRBANK HANSOM BOY**  
**BURRBANK JODIE 6**  
**FAMILY-AF-AYR DISTINCTION**  
**BURRBANK JODIE 5**  
**ROCKVALE TIMELY EFFORT**  
**BURRBANK JODIE'S OSCAR VG85**

**PURCHASER:**.....

**Lot 21 BURRBANK AMBER 11**  
**ID:** 2799 **DOB:** 2/2/15

|          | Age | Milk | Fat | Prot | CPI | Days |
|----------|-----|------|-----|------|-----|------|
| sire     | 2.4 | 4496 | 196 | 168  | 89  | 296  |
| dam      |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 2nd sire | 3.6 | 5778 | 252 | 196  | 91  | 305  |
| 2nd dam  |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 3rd sire | 5.4 | 7782 | 291 | 276  | 95  | 283  |
| 3rd dam  |     |      |     |      |     |      |

**ROCKVALE LARRY**  
**BURRBANK AMBER 6**  
**ROCKVALE BIMBO**  
**BURRBANK AMBERS HOPE**  
**GLENHOPE BRIGHTEST**  
**ROCKVALE LINKS AMBER – SEE LOT 22**

**PURCHASER:**.....

**Lot 22 BURRBANK AMBER 14**  
**ID:** 4256 **DOB:** 22/8/16

|          | Age | Milk | Fat | Prot | CPI | Days |
|----------|-----|------|-----|------|-----|------|
| sire     | 6.2 | 6974 | 291 | 234  | 100 | 305  |
| dam      |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 2nd sire | 3.7 | 6447 | 243 | 215  | 91  | 292  |
| 2nd dam  |     |      |     |      |     |      |
|          |     |      |     |      |     |      |
| 3rd dam  | 5   | 8898 | 292 | 273  | 291 |      |

**HUNNINGTON ADMIRAL**  
**BURRBANK AMBER 4**  
**ROCKVALE TIMELY EFFORT**  
**ROCKVALE LINKS AMBER GP83**  
**ROCKVALE TRIDENT AMBER 3**

**PURCHASER:**.....

**Lot 23 BURRBANK EMMA 4****ID:** 2915 **DOB:** 18/5/16

|          |                               |      |     |     |     |     |
|----------|-------------------------------|------|-----|-----|-----|-----|
| sire     | ROCKVALE VICTOR 2ND           |      |     |     |     |     |
| dam      | BURRBANK EMMA 3 VG88          |      |     |     |     |     |
|          | 4.4                           | 8220 | 304 | 297 | 108 | 278 |
| 2nd sire | ARDMORE CROWN NAPIER          |      |     |     |     |     |
| 2nd dam  | BURRBANK TRI EMMA             |      |     |     |     |     |
|          | 5.9                           | 7979 | 269 | 276 | 106 | 305 |
| 3rd sire | ARDROSSAN EV KATES TRIDENT    |      |     |     |     |     |
| 3rd dam  | ROCKVALE BIMBO EMILY 2ND VG85 |      |     |     |     |     |

**PURCHASER:**.....**Lot 24 BURRBANK AVIE 7****ID:** 4268 **DOB:** 29/9/16

|          |                              |      |     |     |     |     |
|----------|------------------------------|------|-----|-----|-----|-----|
| sire     | ROCKVALE VICTOR 2ND          |      |     |     |     |     |
| dam      | ROCKVALE DREAMER AVIE 2      |      |     |     |     |     |
|          | 2.4                          | 5827 | 237 | 188 | 94  | 305 |
| 2nd sire | NEXUS DREAMER                |      |     |     |     |     |
| 2nd dam  | ROCKVALE CROWN AVIE 2ND GP84 |      |     |     |     |     |
|          | 7.2                          | 7150 | 273 | 245 | 305 |     |

**PURCHASER:**.....**Lot 25 BURRBANK LORNA 14****ID:** 2909 **DOB:** 3/5/16

|          |                              |      |     |     |     |     |
|----------|------------------------------|------|-----|-----|-----|-----|
| sire     | ROCKVALE BIMBO               |      |     |     |     |     |
| dam      | ROCKVALE NAPIER LORNA 3 GP81 |      |     |     |     |     |
|          | 3.8                          | 6423 | 241 | 227 | 98  | 264 |
| 2nd sire | ARDMORE CROWN NAPIER         |      |     |     |     |     |
| 2nd dam  | ROCKVALE HA LORNA 3 EX90     |      |     |     |     |     |
|          | 7.3                          | 8659 | 302 | 295 | 305 |     |

**PURCHASER:**.....**Lot 26 BURRBANK LORNA 17****ID:** 4264 **DOB:** 16/9/16

|         |                                      |      |     |     |    |     |
|---------|--------------------------------------|------|-----|-----|----|-----|
| sire    | ROCKVALE VICTOR 2ND                  |      |     |     |    |     |
| dam     | BURRBANK LORNA 7                     |      |     |     |    |     |
|         | 3.4                                  | 5953 | 222 | 208 | 91 | 305 |
| 2nd dam | ROCKVALE NAPIER LORNA 3 – SEE LOT 25 |      |     |     |    |     |

**PURCHASER:**.....**Lot 27 ROCKVALE CONN LORNA 4****ID:** 3100 **DOB:** 16/6/10

|          |                              |      |     |      |     |      |
|----------|------------------------------|------|-----|------|-----|------|
|          | Age                          | Milk | Fat | Prot | CPI | Days |
|          | 4.0                          | 5920 | 307 | 224  | 100 | 305  |
| sire     | SHADY WALNUT CONN            |      |     |      |     |      |
| dam      | ROCKVALE REMARK LORNA 2 VG86 |      |     |      |     |      |
|          | 6.8                          | 8771 | 309 | 256  | 305 |      |
| 2nd sire | KILDARE REMARK               |      |     |      |     |      |
| 2nd dam  | ROCKVALE ENJOY LORNA VG85    |      |     |      |     |      |
|          | 4.11                         | 7331 | 268 | 233  | 305 |      |

**PURCHASER:**.....**Lot 28 ROCKVALE LADY LOCKET****ID:** 3194 **DOB:** 11/8/08

|          |                                 |      |     |      |     |      |
|----------|---------------------------------|------|-----|------|-----|------|
|          | Age                             | Milk | Fat | Prot | CPI | Days |
|          | 6.8                             | 7910 | 310 | 257  | 102 | 305  |
| dam      | ROCKVALE PARDNER LOCKET 6 VG88  |      |     |      |     |      |
|          | 3.11                            | 9008 | 378 | 298  | 305 |      |
| 2nd sire | WOODLAND VIEW PARDNER           |      |     |      |     |      |
| 2nd dam  | ROCKVALE TRIDENT LOCKET 11 VG89 |      |     |      |     |      |
|          | 7                               | 9630 | 395 | 329  | 305 |      |

**PURCHASER:**.....**Lot 29 BURRBANK STARWAY 3****ID:** 2810 **DOB:** 19/4/15

|          |                           |      |     |      |     |      |
|----------|---------------------------|------|-----|------|-----|------|
|          | Age                       | Milk | Fat | Prot | CPI | Days |
|          | 2.3                       | 5267 | 208 | 174  | 99  | 276  |
| sire     | FAMILY-AF-AYR DISTINCTION |      |     |      |     |      |
| dam      | MIDWAY PARK STARWAY       |      |     |      |     |      |
|          | 7.1                       | 8503 | 328 | 274  | 106 | 298  |
| 2nd sire | MIDWAY PARK HIGHWAYMAN    |      |     |      |     |      |

**PURCHASER:**.....**Lot 30 BURRBANK REBUS 7****ID:** 2809 **DOB:** 17/4/15

|          |                             |      |     |      |     |      |
|----------|-----------------------------|------|-----|------|-----|------|
|          | Age                         | Milk | Fat | Prot | CPI | Days |
|          | 2.3                         | 5090 | 185 | 178  | 94  | 271  |
| sire     | ROCKVALE VICTOR 2ND         |      |     |      |     |      |
| dam      | BURRBANK REBUS 3            |      |     |      |     |      |
|          | 3.5                         | 6836 | 256 | 227  | 96  | 305  |
| 2nd sire | BURRBANK BLUEY              |      |     |      |     |      |
| 2nd dam  | BURRBANK REBUS'S OSCAR GP83 |      |     |      |     |      |
|          | 3.9                         | 7768 | 298 | 240  | 94  | 305  |
| 3rd sire | MCCORNICK OSCAR             |      |     |      |     |      |
| 3rd dam  | WATTLE PARK REBUS           |      |     |      |     |      |

**PURCHASER:**.....**Lot 31 BURRBANK REBUS 8****ID:** 4253 **DOB:** 15/8/16

|      |                               |  |  |  |  |  |
|------|-------------------------------|--|--|--|--|--|
| sire | MAPLE-DELL BURDETTE DEMPSEY   |  |  |  |  |  |
| dam  | BURRBANK REBUS 3 – SEE LOT 30 |  |  |  |  |  |

**PURCHASER:**.....**Lot 32 BURRBANK NANCY 5****ID:** 2793 **DOB:** 21/1/15

|          |                         |      |     |      |     |      |
|----------|-------------------------|------|-----|------|-----|------|
|          | Age                     | Milk | Fat | Prot | CPI | Days |
|          | 2.4                     | 5346 | 238 | 220  | 101 | 305  |
| sire     | BLACKADDAR SHERLOCK     |      |     |      |     |      |
| dam      | ARDGOWEN TB NANCY 2     |      |     |      |     |      |
|          | 9.8                     | 5715 | 244 | 221  | 89  | 305  |
| 2nd dam  | ARDGOWEN TB NANCY       |      |     |      |     |      |
| 3rd sire | MUELLERS BBK TEDDY BEAR |      |     |      |     |      |

**PURCHASER:**.....**Lot 33 BURRBANK NANCY 4****ID:** 2788 **DOB:** 16/1/15

|          |                                  |      |     |      |     |      |
|----------|----------------------------------|------|-----|------|-----|------|
|          | Age                              | Milk | Fat | Prot | CPI | Days |
|          | 2.6                              | 5378 | 216 | 200  | 96  | 291  |
| sire     | BLACKADDAR SHERLOCK              |      |     |      |     |      |
| dam      | BURRBANK NANCY 2                 |      |     |      |     |      |
|          | 4.1                              | 6380 | 281 | 235  | 95  | 305  |
| 2nd sire | BURRBANK TEDDY                   |      |     |      |     |      |
| 2nd dam  | ARDGOWEN TB NANCY 2 – SEE LOT 32 |      |     |      |     |      |

**PURCHASER:**.....**Lot 34 BURRBANK LUCY 12****ID:** 2645 **DOB:** 7/4/13

|          |                                      |      |     |      |     |      |
|----------|--------------------------------------|------|-----|------|-----|------|
|          | Age                                  | Milk | Fat | Prot | CPI | Days |
|          | 3.6                                  | 6343 | 254 | 228  | 98  | 291  |
| sire     | ROCKVALE LARRY                       |      |     |      |     |      |
| dam      | BURRBANK LUCY 9 GP                   |      |     |      |     |      |
|          | 3.0                                  | 5776 | 163 | 196  | 78  | 305  |
| 2nd sire | BURRBANK BLUEY                       |      |     |      |     |      |
| 2nd dam  | BURRBANK LUCY'S HOPE GP – SEE LOT 35 |      |     |      |     |      |

**PURCHASER:**.....

Lot 35

BURRBANK LUCY 14

ID: 2744 DOB: 18/5/14

| Age | Milk | Fat | Prot | CPI | Days |
|-----|------|-----|------|-----|------|
| 3.3 | 5457 | 226 | 201  | 89  | 254  |

sire  
dam

ROCKVALE VICTOR 2ND

BURRBANK LUCYS HOPE GP

7.10 7572 328 262 108 305

2nd sire  
2nd dam

GLENHOPE BRIGHTEST

BURRBANK LUCYS OSCAR VG85

7.1 7844 327 269 124 305

3rd sire  
3rd dam

MCCORNICK OSCAR

ROLAND LODGE WILLY LUCY

5th dam

ROLAND PARK PETS LOCKET VG85

PURCHASER:.....

Lot 36

BURRBANK LUCY 16

ID: 2815 DOB: 30/4/15

| Age | Milk | Fat | Prot | CPI | Days |
|-----|------|-----|------|-----|------|
| 2.4 | 4538 | 196 | 175  | 101 | 236  |

sire  
dam

ROCKVALE VICTOR 2ND

BURRBANK LUCY 8

7.5 8641 329 314 114 305

2nd sire  
2nd dam

ROCKVALE TIMELY EFFORT

BURRBANK LUCYS OSCAR – SEE LOT 35

PURCHASER:.....

Lot 37

BURRBANK LUCY 20

ID: 4254 DOB: 16/8/16

sire

MAPLE-DELL BURDETTE DEMPSEY

dam

BURRBANK LUCY 8 – SEE LOT 36

PURCHASER:.....

Lot 38

BURRBANK LUCY 19

ID: 2903 DOB: 18/4/16

sire

HUNNINGTON ADMIRAL

dam

BURRBANK LUCY 10 GP83

4.11 6879 256 240 90 305

2nd sire

BURRBANK TEDDY

2nd dam

BURRBANK LUCY 8 –SEE LOT 36

PURCHASER:.....

Lot 39

BURRBANK WALLA 9

ID: 2650 DOB: 11/4/13

| Age | Milk | Fat | Prot | CPI | Days |
|-----|------|-----|------|-----|------|
| 4.4 | 7604 | 305 | 265  | 113 | 244  |

sire  
dam

ROCKVALE VICTOR 2ND

BURRBANK WALLA 6 GP

2.0 6266 228 203 105 305

2nd sire  
2nd dam

FAMILY-AF-AYR DOUBLWHAMMY

BURRBANK WALLAS MARKUS

5.0 7744 279 263 101 305

3rd sire  
3rd dam

BURRBANK MARKUS

BURRBANK SUPER WALLA – SEE LOT 42

PURCHASER:.....

Lot 40

BURRBANK WALLA 12

ID: 2727 DOB: 16/4/14

| Age | Milk | Fat | Prot | CPI | Days |
|-----|------|-----|------|-----|------|
| 2.3 | 7343 | 236 | 240  | 113 | 305  |

sire  
dam

TERRACE BANK TITAN-ET

BURRBANK WALLA 4 – SELLS AS LOT 42

PURCHASER:.....

Lot 41

BURRBANK WALLA 15

ID: 2911 DOB: 6/5/16

sire

BURRBANK HANSOM BOY

dam

BURRBANK WALLA 13

2nd sire

TERRACE BANK TITAN-ET

2nd dam

BURRBANK WALLA 6 – SEE LOT 39

PURCHASER:.....

Lot 42

BURRBANK WALLA 5

ID: 2369 DOB: 31/3/09

| Age | Milk | Fat | Prot | CPI | Days |
|-----|------|-----|------|-----|------|
| 4.1 | 7229 | 259 | 260  | 95  | 305  |

sire  
dam

ELIZADALE CROWN MICHAEL

BURRBANK SUPER WALLA

4.3 7318 278 258 96 305

2nd sire  
2nd dam

BURRBANK SUPER BEAR

ROLAND LODGE WALLA

3.3 5037 187 171 78 293

3rd dam

ROLAND LODGE ANNES MACHINE VG

4th dam

ROLAND PARK ANNES CHOICE EX

Champion Heifer in milk & Res All Breeds Melbourne Royal 1980, etc.

5th dam

MEADOWLANDS ANNE EX (IMP NZ)

PURCHASER:.....

Lot 43

LAKESIDE VIEW RIPPIN LYNN

ID: 2732 DOB: 22/4/14

| Age | Milk | Fat | Prot | CPI | Days |
|-----|------|-----|------|-----|------|
| 2.3 | 4715 | 200 | 180  | 92  | 305  |

sire  
dam

ROCKVALE RAVEN

BURRBANK LYNN 9 GP – SELLS AS LOT 45

PURCHASER:.....

Lot 44

LAKESIDE VIEW ROCKIN LYNN

ID: 4258 DOB: 28/8/16

sire

ROCKVALE BIMBO

dam

BURRBANK LYNN 9 GP – SELLS AS LOT 45

PURCHASER:.....

Lot 45

BURRBANK LYNN 9

ID: 2546 DOB: 17/1/12

| Age | Milk | Fat | Prot | CPI | Days |
|-----|------|-----|------|-----|------|
| 3.5 | 6137 | 253 | 230  | 99  | 305  |

sire  
dam

DES CHAMOIS POKER

BURRBANK LYNNs PRO VG85

10.11 6255 259 249 96 303

2nd sire  
2nd dam

DAIRYLEA PROFESSOR

BURRBANK FREE LYNN

6.3 6474 259 223 93 305

3rd sire

ROLAND LODGE FREE WILLY

3rd dam

ROLAND LODGE FOREVER LYNN

Dtrs to 316kgs

PURCHASER:.....

**Lot 46-90 GRADE COWS**

| Lot # | Cow ID | Born      | Days | Milk | Fat | Prot | CPI | Days | Sire           |
|-------|--------|-----------|------|------|-----|------|-----|------|----------------|
| 46    | 2805   | 4/10/2015 | 2.2  | 5252 | 220 | 184  | 94  | 305  | BRADOCK        |
| 47    | 2819   | 5/12/2015 | 2.1  | 6133 | 222 | 204  | 106 | 304  | TBTITAN        |
| 48    | 2802   | 2/15/2015 | 2.4  | 5285 | 225 | 198  | 97  | 305  | ROCKVALE LARRY |
| 49    | 2832   | 6/22/2015 | 2.2  | 4224 | 200 | 158  | 95  | 237  | ROCKVALE LARRY |

**Lot 50-67 1st Lact HEIFERS (Dams Production)**

|    |      |            |     |       |     |     |     |     |                     |
|----|------|------------|-----|-------|-----|-----|-----|-----|---------------------|
| 50 | 2906 | 4/29/2016  | 4.8 | 7936  | 313 | 272 | 102 | 297 | FROSTYSNOW          |
| 51 | 4255 | 8/18/2016  | 3.2 | 5586  | 264 | 210 | 104 | 271 | FROSTYSNOW          |
| 52 | 2904 | 4/27/2016  | 2.6 | 6690  | 279 | 215 | 116 | 305 | BLACKJACK           |
| 53 | 2892 | 3/24/2016  | 4.7 | 7261  | 290 | 260 | 97  | 305 | BENEVOLA            |
| 54 | 2918 | 5/24/2016  | 2.0 | 4659  | 182 | 165 | 95  | 303 | ROCKVALE VICTOR 2ND |
| 55 | 2916 | 5/19/2016  | 4.6 | 7741  | 300 | 268 | 110 | 264 | ROCKVALE VICTOR 2ND |
| 56 | 4261 | 9/12/2016  | 3.5 | 6443  | 253 | 255 | 104 | 305 | ROCKVALE VICTOR 2ND |
| 57 | 4260 | 9/2/2016   | 4.5 | 10125 | 387 | 329 | 117 | 305 | ROCKVALE VICTOR 2ND |
| 58 | 4262 | 9/13/2016  | 6.9 | 7081  | 342 | 267 | 113 | 305 | ROCKVALE VICTOR 2ND |
| 59 | 4267 | 9/25/2016  | 2.1 | 6037  | 279 | 222 | 118 | 305 | ROCKVALE VICTOR 2ND |
| 60 | 4270 | 9/30/2016  | 5.2 | 7260  | 303 | 256 | 103 | 304 | ROCKVALE VICTOR 2ND |
| 61 | 4272 | 10/1/2016  | 3.2 | 8118  | 294 | 264 | 108 | 305 | ROCKVALE VICTOR 2ND |
| 62 | 4280 | 10/21/2016 | 4.2 | 8479  | 355 | 314 | 125 | 305 | ROCKVALE VICTOR 2ND |
| 63 | 4282 | 10/25/2016 | 1.1 | 6027  | 248 | 206 | 103 | 305 | ROCKVALE VICTOR 2ND |
| 64 | 4282 | 10/25/2016 | 1.1 | 6027  | 248 | 206 | 103 | 305 | ROCKVALE VICTOR 2ND |
| 65 | 4283 | 10/26/2016 | 3.3 | 8229  | 254 | 309 | 128 | 305 | ROCKVALE VICTOR 2ND |
| 66 | 2919 | 7/19/2016  | 3.7 | 5619  | 213 | 218 | 99  | 236 | JERSEY              |
| 67 | 2920 | 8/8/2016   | 3.0 | 4663  | 206 | 159 | 88  | 305 | JERSEY              |
| 68 | 2717 | 1/17/2014  | 2.6 | 6090  | 259 | 228 | 105 | 305 | ROCKVALE VICTOR 2ND |
| 69 | 2751 | 6/5/2014   | 3.1 | 6086  | 216 | 224 | 96  | 264 | ROCKVALE VICTOR 2ND |
| 70 | 2712 | 1/10/2014  | 3.7 | 5619  | 213 | 218 | 99  | 236 | ROCKVALE RAVEN      |
| 71 | 2748 | 5/23/2014  | 2.1 | 5788  | 205 | 191 | 93  | 305 | ROCKVALE RAVEN      |
| 72 | 2750 | 5/29/2014  | 2.2 | 4502  | 206 | 173 | 90  | 305 | ROCKVALE LARRY      |
| 73 | 2753 | 6/5/2014   | 2.0 | 6621  | 250 | 243 | 106 | 305 | ROCKVALE LARRY      |
| 74 | 3159 | 8/6/2013   | 3.1 | 7325  | 299 | 292 | 122 | 264 | BUDDHA              |
| 75 | 3180 | 8/26/2013  | 3.2 | 6630  | 291 | 246 | 108 | 289 | JACKAROO            |
| 76 | 2660 | 4/25/2013  | 3.6 | 5078  | 237 | 194 | 93  | 291 | ROCKVALE VICTOR 2ND |
| 77 | 2681 | 8/9/2013   | 3.1 | 7026  | 266 | 54  | 102 | 267 | ROCKVALE LARRY      |
| 78 | 2616 | 1/7/2013   | 4.6 | 7741  | 300 | 268 | 110 | 264 | DAIRYLEA FERNANDO   |
| 79 | 3156 | 8/3/2013   | 3.0 | 6928  | 286 | 252 | 113 | 305 | BARTPOWER           |
| 80 | 3142 | 7/15/2013  | 3.2 | 4738  | 252 | 172 | 98  | 258 | CRVTREX             |
| 81 | 3153 | 7/30/2013  | 4.0 | 6114  | 290 | 253 | 104 | 275 | ARBONJOVI           |
| 82 | 3137 | 4/1/2013   | 3.4 | 6097  | 326 | 259 | 110 | 305 |                     |
| 83 | 2575 | 4/27/2012  | 4.1 | 6388  | 283 | 228 | 92  | 305 | AYPOKER             |
| 84 | 2572 | 4/25/2012  | 4.5 | 10125 | 387 | 329 | 117 | 305 | AUSAUSSIE           |
| 85 | 2550 | 8/14/2012  | 4.0 | 7359  | 308 | 251 | 99  | 299 | AUSAUSSIE           |
| 86 | 2588 | 6/13/2012  | 4.1 | 8018  | 316 | 286 | 110 | 305 | LINGO               |
| 87 | 2577 | 5/1/2012   | 5.2 | 7230  | 284 | 250 | 106 | 262 | LINGO               |
| 88 | 2567 | 4/15/2012  | 5.4 | 7555  | 272 | 270 | 112 | 261 | TEDDY               |
| 89 | 2574 | 4/26/2012  | 3.5 | 6603  | 269 | 235 | 102 | 294 | FILEX               |
| 90 | 2382 | 8/18/2009  | 7.1 | 10335 | 468 | 354 | 133 | 284 | LADYS-MANOR AUGUSTA |

**Lot 91 BULL** DOB 17/10/16 – sire: Terrace Bank Free Beer

|         |                      |     |       |     |     |     |     |
|---------|----------------------|-----|-------|-----|-----|-----|-----|
| Dam     | Burrbank Amber       | 4.5 | 8057  | 299 | 302 | 104 | 305 |
| 2nd dam | Rockvale Logie Amber | 6.0 | 11470 | 380 | 359 | 124 | 305 |



# LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

## CHAPTER ONE - PRELIMINARY

1. (a) A vendor is bound by these terms and conditions by offering livestock for sale by auction.
- (b) An agent (which includes an auctioneer) is bound by these terms and conditions by conducting an auction sale.
- (c) A buyer is bound by these terms and conditions by bidding at auction.
- (d) 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:

- i. price-fixing; or
- ii. restricting outputs in the production and supply chain; or
- iii. allocating customers, suppliers or territories; or
- iv. bid-rigging; or
- v. collusive bidding.

Large fines and other sanctions may be imposed for unlawful conduct.

2. (a) 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.

- (b) When used in these terms the expressions "companion animals" means all animals originating from the same property on a particular day. Where lots are split and sent to multiple establishments, then all of these animals shall be regarded as companions.

3. The following applies in interpreting these terms and conditions:

- (a) The following words have the following meanings:

Fees means all levies, charges, fees, costs and other expenses incurred or relating to these terms and conditions and the sale and purchase of livestock including, without limitation, transaction levies, yard and weigh dues, cartage, advertising and rebates, and whether paid for, or incurred, by the agent;

Livestock means animals auctioned pursuant to these terms and conditions; and

Price means the amount at which the lot has been sold to the buyer referred to in clause 7 of these terms and conditions

- (i) plus any Fees and other expenses incurred in relation to the purchase of livestock that are payable by the buyer; and
- (ii) plus any GST added in accordance with clause 12.

- (b) These terms and conditions are subject to legislation or regulation in the State in which the auction is conducted and in the event of any conflict then the legislation or regulation will prevail. The provisions of these terms and conditions are in addition to, and do not derogate from, the duties and rights of vendors, agents and buyers set out in legislation and regulation in the State in which the auction is conducted.

## CHAPTER TWO - STANDARD TERMS OF SALE

4. Subject to any reserve price, and to the right, prior to the fall of the hammer, of the vendor to withdraw any lot without declaring the reserve, the highest bidder shall be the buyer.

5. The auctioneer has the right to bid on behalf of the vendor provided that right is notified prior to the commencement of the sale and is subject to State law.

6. A bid cannot be made or accepted after the fall of the hammer unless, in accordance with clause 8, the auctioneer decides to put the lot up again.

7. 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.

8. In the event of a disputed bid, the auctioneer is the sole arbitrator of the successful bidder or the auctioneer may decide to put the lot up again. The auctioneer's decision is final.

9. The auctioneer may refuse to accept any bid which, in the auctioneer's opinion, is not in the best interest of the vendor and need not give reasons for doing so.

10. A bidder shall be deemed to be a principal unless, prior to bidding, the bidder has given to the auctioneer a copy of written authority to bid for or on behalf of another person.

11. The successful bidder at a livestock auction sale must give to the auctioneer at the fall of the hammer:

- (a) the purchaser's name; or
- (b) the bid card number which identifies the purchaser; or
- (c) the name of the person on whose behalf the successful bid was made; and
- (d) the Property Identification Code (known as the "PIC") of destination.

12. The auction shall be conducted on the basis that the bid price shall be exclusive of Goods and Services Tax (GST). GST shall be added after the fall of the hammer for those sales subject to GST.

13. The vendor warrants;

- (a) That the vendor has (or will have) the right to sell the livestock at the time of delivery; and
- (b) That the purchaser will obtain title on completion of the purchaser's obligations under this contract including payment.

14. If a buyer does not comply with any of these terms and conditions, which includes the requirements of the law, any livestock or knowledge down to that buyer may be re-sold by public auction or private contract in whatever lots and manner the auctioneer decides. The re-sale may be with or without notice and shall be at the buyer's risk. The buyer is responsible for all loss and expense arising out of a re-sale and is not entitled to any resulting profit.

15. The buyer of livestock must pay the agent the full amount of the purchase price in immediate funds on receipt of a tax invoice. Payment is required prior to delivery unless some other time for payment is specified in 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 apply.

16. No person may bid unless, prior to the commencement of the sale, that person has made arrangements satisfactory to the auctioneer for payment for livestock purchased. If bids in breach of this condition are inadvertently accepted, delivery shall not be given until the purchase money is paid and any law, rule or practice to the contrary is accordingly negated as far as possible.

17. (a) Cattle sold on a liveweight basis that are weighed pre-sale are at the risk and expense of the buyer upon the fall of the hammer.

- (b) Cattle sold on a liveweight basis that are weighed post-sale are at the risk and expense of the buyer immediately after weighing.

- (c) All livestock other than cattle sold on a liveweight basis are at the risk and expense of the buyer upon the fall of the hammer.

18. (a) Subject to this clause the sale is complete on the fall of the hammer.

- (b) The time for rejection is the time commencing at the fall of the hammer and ending at the first of:

- (i) delivery is taken by a representative of the buyer;
- (ii) departure of the animal from the purchaser's delivery pen; or
- (iii) one hour after the last animal is:
  - a. in the case of pre-sale weighing, sold; or
  - b. in the case of post-sale weighing, weighed.

- (c) During the time for rejection the buyer may reject any animal which is lame, blind or diseased where that condition existed prior to the fall of the hammer but could not be reasonably observed when the animal was in the selling pen.

- (d) If the purchaser rejects an animal during the time for rejection then the sale of that animal is cancelled and the animal is returned to the vendor or sold on such terms as any buyer and the agent may agree, after the agent has disclosed the reason for rejection to that buyer.

- (e) This 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 the 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.

19. (a) Subject to the right of rejection in Clause 18, all conditions and warranties expressed or implied by law are hereby excluded from the sale to the extent that the law allows. All lots are open for inspection prior to the commencement of the sale and are sold with all faults, if any. No compensation shall be given for any faults, imperfections, errors of description, number in or of any lots sold or otherwise.

- (b) Any claim or objection arising out of an error or misdescription in the provision of relevant information in terms of legislation or regulation concerning the National Livestock Identification Scheme (NLIS) must be made by 5:00pm on the seventh day after the fall of the hammer. No objection, requisition or claim against the vendor or agent in respect of such error or misdescription can be made after that time.

- (c) Any statements made by the vendor or the auctioneer whether in writing or orally to the effect that any female has been pregnancy tested or scanned positive shall mean and require only that a certificate in writing shall be supplied to the buyer signed by a qualified veterinary surgeon or certified scanner certifying that the said female has been tested or scanned on the date specified in the certificate and that in the opinion of the surgeon or scanner was pregnant on that date.

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

- (e) For other slaughter livestock the agent undertakes to make every reasonable effort to ensure that the NLIS information is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.

- (f) Where livestock have a food safety or market eligibility status derived from the National Vendor Declaration (NVD) and/or the NLISERP database, the agent will inform the buyers by pre-sale catalogue and/or announce the status prior to the offering of those lots.

20. If delivery is made to, or possession obtained by, the buyer or its representative before full payment of the Price, then until full payment is received, the buyer:

- (a) does not acquire title to the livestock;
- (b) holds the livestock as bailee only for the vendor;
- (c) must act in a fiduciary capacity in its relationship with the vendor;
- (d) must store the stock separately or so that they are readily distinguishable from other livestock owned by the buyer;
- (e) is responsible for the safety and well being of the livestock;
- (f) may make a bona fide sale for market value of any or all of the livestock. As between the buyer and the subsequent buyer, the sale shall be made by the buyer in its own name and not as agent for the vendor, however as between the vendor and buyer, the sale shall be made as bailee and agent for the vendor; and
- (g) must keep and account for the proceeds of any subsequent sale separately from its other money and hold those proceeds, together with the benefits of any rights against subsequent buyers, on trust for the vendor.

21. The purchaser agrees that:

- (a) Clause 20 creates a registrable security interest under the Personal Property Securities Act (Cth) 2009 (PPSA);
- (b) 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;
- (c) the Livestock are collateral for the purposes of the PPSA;
- (d) to the extent permitted, the Purchaser waives any right the Purchaser has under the PPSA to receive notices; and
- (e) 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

22. The buyer may not make any claim against the vendor for actions by the vendor or its agent under clauses 20 or 21 that 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 23.5 the agent is subrogated to all rights of the vendor under these terms and conditions against the buyer.

- 23.4. 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.

- 23.5. 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).

- 23.6. 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.

- 23.7. These terms and conditions do not render the agent liable to the buyer as vendor nor entitle the buyer to set off against the agent any right the buyer may have against the vendor or otherwise.

- 23.8. 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.

- 23.9. The buyer must pay all amounts payable to the vendor or the agent under these terms and conditions without any deduction, withholding, set off or counterclaim whatsoever, whether the benefit of a deduction, withholding, set off or counterclaim is alleged to exist in favour of the buyer as against the vendor or the agent in any capacity whatsoever or any other person including any assignor of the vendor's or the buyer's interests under these terms and conditions.

24. (a) The agent agrees that he is liable to pay to the vendor the Price, less such commission as is agreed between the vendor and the agent, and in the absence of any agreement such amount as is reasonable, and less the Fees that are payable by the vendor that were incurred by the agent on behalf of the vendor in relation to the sale of the livestock.

- (b) In the event that the buyer pays the Price or part of it direct to the vendor then the agent has no liability to the vendor for the amount of such payment. Further, if the agent pays the vendor any amount which the buyer also pays direct to the vendor in respect of the same livestock, then the vendor must repay the agent that amount and the agent may debit that amount to an account held in the name of the vendor by the agent.

- (c) Regardless of whether or not a sale has occurred the agent may, but is not under obligation so to do, instead of deducting payments owed to it by the vendor, debit the amount of the commission and fees to an account held in the name of the vendor by the agent.

25. (a) The auctioneer has been retained by the vendor as auctioneer for the purpose of selling the livestock comprised in the lots. The terms of

engagement between the auctioneer and the vendor do not extend to the provision of advice by the auctioneer to the vendor in relation to the safety or otherwise of the sale ring, the saleyards and the surrounding environments.

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

## CHAPTER THREE - VENDOR WARRANTY FOR CORRECT PRESENTATION AND DECLARATION

26. This chapter applies only in the case of livestock and their companion animals sold at auction for slaughter when the buyer is the slaughterer and the livestock are transported direct from the sale yard to the meatworks at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells the livestock to a slaughterer. A slaughterer is any person who pays the AMPC Processor levy.

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

- (a) pass government and other regulatory authority requirements and inspections at the time of slaughter;
- (b) are of merchantable quality;
- (c) carry an NLIS device in accordance with State law;
- (d) in the case where a representation has been made in the pre-sale catalogue that the livestock have particular characteristics or are fit for a particular purpose or market, and such representations are based on information in any document, the livestock will have those characteristics or will be fit for the particular purpose or market; and
- (e) all information in any document 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 7<sup>th</sup> day after the fall of the hammer then the buyer is not liable to pay the portion of the Price of such of the vendor's livestock to which the breach applies.

29. However if the breach by the vendor is such that the livestock are not rejected outright but are instead downgraded then the buyer will pay the value of the livestock at their next highest and best use.

30. In the case of a breach by the vendor of the vendor's warranty then the vendor will also be liable to the buyer for any further losses which the buyer might establish but the buyer will take all reasonable steps in co-operation with the agent and vendor to mitigate both the effect of the breach and the amount of any loss.

31. Where a sentinel animal of a lot tests positive for chemical residue, or foreign material contamination and provided such test is certified and notified as required by these vendor warranty terms, then:

- (a) the buyer will be entitled to delay payment for the price of all livestock in that lot only; or
- (b) the vendor has the option, at the vendor's cost, of collecting the companion animals, if allowed by law, or of having the livestock slaughtered in which event the risk of further condemnations will be that of the vendor. Where product integrity is potentially jeopardised, the Processor has the right to refuse slaughter and send the livestock back to the consigning property at the vendor's cost.

32. The auctioneer is liable to the buyer in respect of any breach of the vendor's warranty arising out of:

- (a) any error, by the auctioneer, of transcription of information from the NVD completed by the vendor to the pre-sale catalogue or the buyers post-sale summary;
- (b) any failure by the auctioneer to notify the buyer, prior to bidding, of any breach by the vendor of the warranty of the vendor if the buyer establishes that the agent knew of such breach prior to the sale; and
- (c) any failure by the auctioneer to announce prior to bidding, or disclose in the pre-sale catalogue, that the vendor has failed to provide a NVD that is complete in all material aspects.

## CHAPTER FOUR - OWNERS RISK FOR CONDITION OF CATTLE

33. This chapter applies only in the case of cattle and their companion animals sold at auction for slaughter when the buyer is the slaughterer and the cattle are transported direct from the sale yard to the meatworks at which they are slaughtered. This chapter does not apply if the buyer is a trader who subsequently resells cattle to a slaughterer. A slaughterer is any person who pays the AMPC Processor levy.

34. Owners risk reflects the producer's responsibility to provide slaughter cattle for sale that are fit for human consumption. Cattle are fit for human consumption if they are not condemned as unfit by 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.

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 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 hammer;
- (b) 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
- (c) 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.

37. 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:

- (i) to abstain from bidding; or
- (ii) to bid to a limited extent only; or
- (iii) to do any other act that might prevent free and open competition.

Severe penalties may be imposed on persons convicted of collusive practices.

The auctioneer has the right to make one bid on behalf of the vendor if the auctioneer clearly and precisely announces that fact prior to the sale.

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

### 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;
- (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.



*If not claimed within seven days please return to –*



Dairy Livestock Services  
Tullamarine BC, PO Box 462, Tullamarine VIC 3043  
[www.dairylivestockservices.com.au](http://www.dairylivestockservices.com.au)

**POSTAGE  
PAID  
AUSTRALIA**