



# Fourth Annual Winton



## Santa Gertrudis Bull Sale

**Friday, 26 February 2010  
at 10.30 am**

### **WINTON SALEYARDS**

**51 Classified and Herd Bulls**

#### **VENDORS:**

- Forest Park Santa Gertrudis Stud  
Blackall
- Rio Santa Gertrudis Stud  
Longreach
- Ian Mitchell & Co. 'Eyriewald'  
Corfield

**LANDMARK**

*look to us*

**Brendan Wade – 0439 663 060**

**Peter Brazier – 0418 967 421**



**Blake Munro – 0428 862 469**

**John Mawhinnery – 0429 922 433**

**Lot 1 FOREST PARK 6689 (P)**

FOREST PARK SANTA STUD

ID: 279899 Tattoo: FP 6689  
DOB: 06/01/08 25 months

MURRUMBO BEAUMON (P) 180865  
WILGARROON HUNTER (P) 233147  
WAVE HILL M139 (P) 204633

Sire: CARDONA FITZROY (P) 256194  
CARDONA VICTOR 200194  
CARDONA LARK C96 243709  
CARDONA LARK 1026 148403

MULTIPLE SIRE 999999

Dam: FOREST PARK 3698 AP2.227659

Multiple Dam

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....

**Lot 2 FOREST PARK 6682 (P)**

FOREST PARK SANTA STUD

ID: 279898 Tattoo: FP 6682  
DOB: 15/01/08 25 months

MURRUMBO BEAUMON (P) 180865  
WILGARROON HUNTER (P) 233147  
WAVE HILL M139 (P) 204633

Sire: CARDONA FITZROY (P) 256194  
CARDONA VICTOR 200194  
CARDONA LARK C96 243709  
CARDONA LARK 1026 148403

WACO WINROW 108228  
SWAN HILL CHAMPION 5540 (AI) (P) 195084  
SWAN HILL 3833 (P) 141842

Dam: FOREST PARK 2758 (P) 218450  
STRATHMORE GUNNER 135471  
MALVERN HILLS 1125 (P) AP2.178536

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....



**Lot 5 FOREST PARK 6638 (P)**

FOREST PARK SANTA STUD

ID: AP1.279892                      Tattoo: FP 6638  
DOB: 04/03/08                      23 months

IBROX PARK EL CID (ET) 168163  
STRATHMORE U318 (P) 217986  
STRATHMORE I113 153542

Sire: FOREST PARK 5310 (P) 257723  
MULTIPLE SIRE 999999  
FOREST PARK 1658 AP2.189495  
MULTIPLE DAM 999998

Dam: MULTIPLE DAM

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....

**Lot 6 FOREST PARK 6631 (P)**

FOREST PARK SANTA STUD

ID: 279891                              Tattoo: FP 6631  
DOB: 20/03/08                      23 months

MSG1W06 MSG1W06

Sire: FOREST PARK 5030 AP1.278378  
MULTIPLE SIRE 999999  
FOREST PARK 2191 AP2.207937

Multiple Sire

Dam: FOREST PARK 5216 (P) AP2.257782  
MULTIPLE SIRE 999999  
FOREST PARK 2322 (P) AP2.213572

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....

**Lot 9      FOREST PARK 6809**

FOREST PARK SANTA STUD

ID: 279910                      Tattoo: FP 6809  
DOB: 03/01/08                25 months

WACO BOURBON (P) 133444  
YARRAWONGA KELLY (P) 206675  
YARRAWONGA E390 171354

Sire: FOREST PARK 5277 (PS) 257719  
MULTIPLE SIRE 999999  
FOREST PARK 1681 AP2.196676  
MULTIPLE DAM 999998

Multiple Sire

Dam: FOREST PARK 4928 (P) AP2.250607  
WACO WINROW 108228  
SWAN HILL 5334 185001  
SWAN HILL 4237 169450

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....

**Lot 10      FOREST PARK 6701**

FOREST PARK SANTA STUD

ID: 279900                      Tattoo: FP 6701  
DOB: 10/01/08                25 months

CANOWINDRA SNOWDON (PS) 184988  
WAVE HILL VANDYKE (P) 229600  
BARMAN 721 AP4.119878

Sire: STRATHMORE Y10 (AI) 250350  
STRATHMORE P86 (P) 203165  
STRATHMORE U445 218046  
STRATHMORE P12 208935

Multiple Sire

Dam: FOREST PARK 3219 AP2.227587

Multiple Dam

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....

**Lot 11 FOREST PARK 6723 (PS)**

FOREST PARK SANTA STUD

ID: 279902 Tattoo: FP 6723  
DOB: 18/01/08 25 months

KENDARA LUKE 2261 191765  
FISHINGTON URALLA 219915  
FISHINGTON ISADORA 700 172366

Sire: WARENDA ROSCOE (P) 254618  
MARSTON 206 (P) 192457  
MARSTON B157 AP2.240147

MULTIPLE SIRE 999999

Dam: FOREST PARK 4348 (P) AP2.244264

Multiple Dam

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....

**Lot 12 FOREST PARK 6673**

FOREST PARK SANTA STUD

ID: 279895 Tattoo: FP 6673  
DOB: 25/01/08 25 months

Multiple Sire

Sire: FOREST PARK 5109 (PS) AP1.257693  
FOREST PARK 2363 AP2.209855

MULTIPLE SIRE 999999

Dam: FOREST PARK 1681 AP2.196676

MULTIPLE DAM 999998

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....



**Lot 15      FOREST PARK 6747**

*FOREST PARK SANTA STUD*

ID: 279905

Tattoo: FP 6747

*DOB: 21/03/08*

*23 months*

Multiple Sire

Sire: FOREST PARK 2997 (PS) AP1.218431

MULTIPLE SIRE 999999

FOREST PARK 1513 (P) AP2.187563

MULTIPLE DAM 999998

Multiple Sire

Dam: FOREST PARK 3355 AP2.227616

Multiple Dam

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....

**Lot 16      FOREST PARK 6862**

*FOREST PARK SANTA STUD*

ID: 279916

Tattoo: FP 6862

*DOB: 27/03/08*

*22 months*

Multiple Sire

Sire: FOREST PARK 5109 (PS) AP1.257693

FOREST PARK 2363 AP2.209855

Multiple Sire

Dam: FOREST PARK 3181 CR361138

Multiple Dam

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....



**Lot 19 FOREST PARK 6784**

FOREST PARK SANTA STUD

ID: CR478821 Tattoo: FP 6784  
DOB: 02/01/08 25 months

MULTIPLE SIRE 999999

Sire: FOREST PARK 2727 AP1.218382

MULTIPLE DAM 999998

Multiple Sire

Dam: FOREST PARK 3215 (P) AP2.227585

Multiple Dam

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....

**Lot 20 FOREST PARK 6642**

FOREST PARK SANTA STUD

ID: CR478709 Tattoo: FP 6642  
DOB: 08/02/08 24 months

MSG1W06 MSG1W06

Sire: FOREST PARK 5030 AP1.278378

MULTIPLE SIRE 999999

FOREST PARK 2191 AP2.207937

Multiple Sire

Dam: FOREST PARK 5187 AP2.257766

YARRAWONGA EL SALVADOR 166316

TARA D308 219040

TARA B693 150705

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....



## Lot 23 FOREST PARK 6854 (PS)

FOREST PARK SANTA STUD

ID: CR478880

Tattoo: FP 6854

DOB: 18/02/08

24 months

MULTIPLE SIRE 999999

Sire: FOREST PARK 3540 AP1.233515

Multiple Dam

Multiple Sire

Dam: FOREST PARK 5032 AP2.252418

MULTIPLE SIRE 999999

FOREST PARK 3731 AP2.236759

*Comments: Vibrio, 3 day & 7-in-1. Testing: Morphology, Soundness evaluated, Scans, Genestar Marbling, Tenderness & Feed Efficiency.*

Purchaser ..... \$ .....

## Lot 24

## RIO D089

RIO SANTA GERTRUDIS STUD

ID: CR486144

Tattoo: RIO D089

DOB: 17/10/07

28 months

CUMBERLAND 45I (P) 163311

CUMBERLAND MAVERICK 200041

CUMBERLAND 94I 161586

Sire: RIO T22 (PS) 244082

CUMBERLAND 136K (P) 182653

RIO Q364 (P) 233469

RIO 66L 180477

SWAN HILL YEOMAN 161074

RIO 92L 180499

STRATHMORE G157 135452

Dam: RIO T402 250520

STRATHMORE 128L (PS) 181638

RIO P124 217919

RIO 14K AP2.171102

*Comments: Vibrio, 3 day, Botulism, Pesti Virus. All bulls have been tested and are free of Pesti Virus.*

Purchaser ..... \$ .....

**Lot 25****RIO D077***RIO SANTA GERTRUDIS STUD*

ID: 279801

Tattoo: RIO D077

DOB: 01/11/07

27 months

MULTIPLE SIRE 999999

ROSEVALE V646 AP1.220997

ROSEVALE Q452 AP2.147996

Sire: TOOKEY CREEK 7714 (P) 254579

KELLY WALLAH GANDALF (PS) 198069

TOOKEY CREEK 5079 222785

KANBOWRO 567 (P) 127076

SWAN HILL YEOMAN 161074

RIO 92L 180499

STRATHMORE G157 135452

Dam: RIO S307 244088

ROSEVALE JANSEN P3 (AI) (P) 138962

RIO 222J 171078

STRATHMORE 84H (P) 145049

*Comments: Vibrio, 3 day, Botulism, Pesti Virus. All bulls have been tested and are free of Pesti Virus.*

Purchaser ..... \$ .....

**Lot 26****RIO D072***RIO SANTA GERTRUDIS STUD*

ID: CR486161

Tattoo: RIO D072

DOB: 11/10/07

28 months

MULTIPLE SIRE 999999

ROSEVALE V646 AP1.220997

ROSEVALE Q452 AP2.147996

Sire: TOOKEY CREEK 7714 (P) 254579

KELLY WALLAH GANDALF (PS) 198069

TOOKEY CREEK 5079 222785

KANBOWRO 567 (P) 127076

MULTIPLE SIRE 999999

Dam: RIO S315 (P) AP2.244095

MULTIPLE SIRE 999999

RIO P22 AP2.217889

*Comments: Vibrio, 3 day, Botulism, Pesti Virus. All bulls have been tested and are free of Pesti Virus.*

Purchaser ..... \$ .....

**Lot 27****RIO D070 (P)**

RIO SANTA GERTRUDIS STUD

ID: 279799

Tattoo: RIO D070

DOB: 17/12/07

26 months

MULTIPLE SIRE 999999

ROSEVALE V646 AP1.220997

ROSEVALE Q452 AP2.147996

Sire: TOOKEY CREEK 7714 (P) 254579

KELLY WALLAH GANDALF (PS) 198069

TOOKEY CREEK 5079 222785

KANBOWRO 567 (P) 127076

WAVE HILL BONZA (P) 113952

WAVE HILL GALLIPOLI (AI) (PS) 158304

WAVE HILL E21 (AI) 142185

Dam: RIO 17L (P) 187483

MULTIPLE SIRE 999999

STRATHMORE 221H AP2.145409

MULTIPLE DAM 999998

*Comments: Vibrio, 3 day, Botulism, Pesti Virus. All bulls have been tested and are free of Pesti Virus.*

Purchaser ..... \$ .....

**Lot 28****RIO D069**

RIO SANTA GERTRUDIS STUD

ID: CR499670

Tattoo: RIO D069

DOB: 11/12/07

26 months

PINAROO BORIS 109719

PINAROO LINCOLN (PS) 191663

PINAROO H169 AP4.154676

Sire: PINAROO PRIME MOVER (PS) 223201

PINAROO IMRAN 161240

PINAROO L132 (P) AP4.191688

Multiple Sire

Dam: RIO S350 AP2.251947

CUMBERLAND HISTORIAN (P) 163338

RIO Q268 (P) 225682

RIO 8M (P) 196734

*Comments: Vibrio, 3 day, Botulism, Pesti Virus. All bulls have been tested and are free of Pesti Virus.*

Purchaser ..... \$ .....

**Lot 29****RIO D058***RIO SANTA GERTRUDIS STUD*ID: CR486128                      Tattoo: RIO D058  
*DOB: 06/12/07                      26 months*CUMBERLAND 45I (P) 163311  
CUMBERLAND MAVERICK 200041  
CUMBERLAND 94I 161586

Sire: RIO T22 (PS) 244082

CUMBERLAND 136K (P) 182653  
RIO Q364 (P) 233469  
RIO 66L 180477YARRAWONGA AKUBRA 133426  
STRATHMORE PANAMA 218527  
STRATHMORE 128L 181613

Dam: RIO U312 258205

MULTIPLE SIRE 999999  
RIO P20 AP2.217887*Comments: Vibrio, 3 day, Botulism, Pesti Virus. All bulls have been tested and are free of Pesti Virus.*

Purchaser ..... \$ .....

**Lot 30****RIO D053***RIO SANTA GERTRUDIS STUD*ID: CR486123                      Tattoo: RIO D053  
*DOB: 16/11/07                      27 months*CUMBERLAND 45I (P) 163311  
CUMBERLAND MAVERICK 200041  
CUMBERLAND 94I 161586

Sire: RIO T22 (PS) 244082

CUMBERLAND 136K (P) 182653  
RIO Q364 (P) 233469  
RIO 66L 180477YARRAWONGA AKUBRA 133426  
STRATHMORE PANAMA 218527  
STRATHMORE 128L 181613

Dam: RIO T414 251949

RIO 92L 180499  
RIO Q6 225631  
RIO 34L 187490*Comments: Vibrio, 3 day, Botulism, Pesti Virus. All bulls have been tested and are free of Pesti Virus.*

Purchaser ..... \$ .....

**Lot 31****RIO D021**

RIO SANTA GERTRUDIS STUD

ID: CR485854

Tattoo: RIO D021

DOB: 22/12/07

26 months

YARRAWONGA MULT (MULT) CM4254

Sire: WACO RECLUSE (P) AP1.256814

Multiple Dam

SWAN HILL YEOMAN 161074

RIO 92L 180499

STRATHMORE G157 135452

Dam: RIO T314 251948

CUMBERLAND 136K (P) 182653

RIO O9 210674

STRATHMORE 295F 126649

*Comments: Vibrio, 3 day, Botulism, Pesti Virus. All bulls have been tested and are free of Pesti Virus.*

Purchaser ..... \$ .....

**Lot 32****RIO D011 (P)**

RIO SANTA GERTRUDIS STUD

ID: 279796

Tattoo: RIO D011

DOB: 26/10/07

28 months

YARRAWONGA MULT (MULT) CM4254

Sire: WACO RECLUSE (P) AP1.256814

Multiple Dam

SWAN HILL CARNIVAL 5478 194895

GILLESPIE K71 207658

GILLESPIE G30 AP4.170990

Dam: RIO S358 244114

TARA B997 159431

RIO 51M 196738

STRATHMORE I21 AP2.159639

*Comments: Vibrio, 3 day, Botulism, Pesti Virus. All bulls have been tested and are free of Pesti Virus.*

Purchaser ..... \$ .....



**Lot 36 EYRIEWALD 4620**

IAN MITCHELL & CO.

ID: CM38785

Tattoo: IM. UNDER WING 4620

DOB: 01/06/07

32 months

Sire: MULTIPLE SIRE

Dam: MULTIPLE DAM

Comments: *Vibrio, 3 Day & 7-in-1.*

Purchaser ..... \$ .....

**Lot 37 EYRIEWALD 4772**

IAN MITCHELL & CO.

ID: CM38786

Tattoo: IM. UNDER WING 4772

DOB: 01/07/07

31 months

Sire: MULTIPLE SIRE

Dam: MULTIPLE DAM

Comments: *Vibrio, 3 Day & 7-in-1.*

Purchaser ..... \$ .....

**Lot 38 EYRIEWALD 4676**

IAN MITCHELL & CO.

ID: CM38787

Tattoo: IM. UNDER WING 4676

DOB: 01/07/07

31 months

Sire: MULTIPLE SIRE

Dam: MULTIPLE DAM

Comments: *Vibrio, 3 Day & 7-in-1.*

Purchaser ..... \$ .....



**Lot 42 EYRIEWALD 4791**

IAN MITCHELL & CO.

ID: CM38790

Tattoo: IM. UNDER WING 4791

DOB: 01/05/07

33 months

Sire: MULTIPLE SIRE

Dam: MULTIPLE DAM

Comments: Vibrio, 3 Day & 7-in-1.

Purchaser ..... \$ .....

**Lot 43 EYRIEWALD 4681**

IAN MITCHELL & CO.

ID: CM38791

Tattoo: IM. UNDER WING 4681

DOB: 01/07/07

31 months

Sire: MULTIPLE SIRE

Dam: MULTIPLE DAM

Comments: Vibrio, 3 Day & 7-in-1.

Purchaser ..... \$ .....

**Lot 44 EYRIEWALD 4856**

IAN MITCHELL & CO.

ID: AP1.279930

Tattoo: IM. UNDER WING 4856

DOB: 08/05/07

33 months

Multiple Sire

Sire: MULTIPLE SIRE 999999

Multiple Dam

Multiple Sire

Dam: MULTIPLE DAM 999998

Multiple Dam

Comments: Vibrio, 3 Day & 7-in-1.

Purchaser ..... \$ .....





**Lot 51 EYRIEWALD 4799**

*IAN MITCHELL & CO.*

ID: CM38794

Tattoo: IM. UNDER WING 4799

*DOB: 01/08/07*

*30 months*

Sire: MULTIPLE SIRE

Dam: MULTIPLE DAM

*Comments: Vibrio, 3 Day & 7-in-1.*

Purchaser ..... \$ .....

# STANDARD STUD STOCK

## AUCTION TERMS AND CONDITIONS OF SALE

### IMPORTANT NOTICE

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

1. The highest bidder shall, subject to Condition 2, be the purchaser provided that the vendor reserves the right to bid either by himself or through his agent or auctioneer and should any dispute arise among the bidders for any lot, during or immediately after sale of the lot, it shall be settled at the auctioneers absolute discretion who may, should one of the disputants advance, put the lot or lots up again. The bidding from time to time shall be regulated by the auctioneer and no bid shall be retracted.
2. The sale will be conducted on a "Sale" or "No Sale" basis whereby the lot for sale shall be knocked down to the highest bidder, but the sale will be subject to the acceptance of the highest bid by the vendor who will immediately after the fall of the hammer declare "Sale" or "No Sale". Should the vendor reject the bid of the highest bidder such bidder will have the right of first refusal of the lot at the vendor's nominated price for one hour after the lot has been passed out of the ring on the Terms and Conditions herein set forth in so far as they shall apply.
3. The details of the purchaser, the purchase price and the lot sold as recorded by the sale clerk for and on behalf of the auctioneer shall be equally binding on both purchaser and vendor.
4. The auctioneer expressly reserves the right, without giving any reason therefor, to:-
  - (a) Refuse to acknowledge any bid;
  - (b) Withdraw any lot or lots before or during the sale;
  - (c) Exclude any person from the auction venue should it think fit.
5. Each lot in all cases shall be at the risk and expense of the purchaser, upon acceptance of his bid by the vendor or upon acceptance of the highest bidder's offer by the vendor whichever shall be the earlier.
6. Except as expressly provided in these Terms and Conditions of Sale no guarantee or warranty shall be given in respect of any lot sold under these Conditions as to pedigree, sex, age, breeding condition or otherwise howsoever, and no guarantee, warranty or condition whatsoever shall be implied from any affirmation made before or at the time of the sale, or from any circumstances of the sale, but in all cases where a guarantee is intended the same shall attach and be enforceable only if reduced to writing before delivery of the lot and signed by the vendor or by the auctioneer acting as agent for the vendor, and the absence of such writing shall be conclusive evidence in case of dispute that no guarantee warranty or condition whatsoever was given or implied.
7. In the event of any dispute in respect to the sale of any lot:-
  - (i) The purchaser shall nevertheless be obliged to pay to the auctioneer the full purchase price and any other moneys or interest payable by the purchaser in accordance with these terms and conditions.
  - (ii) The vendor and the purchaser shall resolve the dispute between themselves;
  - (iii) The auctioneer shall have no liability or responsibility in regard to the dispute; and
  - (iv) No lot shall be returned to the auctioneer and the purchaser shall indemnify the auctioneer for all costs, expenses and damages which the auctioneer is put to or incurs by reason of the purchaser so doing.
8. The name of the vendor for whom the auctioneer acts is acknowledged to have been furnished to purchasers prior to sale and further particulars will in all cases be furnished to a purchaser if required. In the case of any dispute the remedy of the purchaser shall be against the vendor only and in no case or under any circumstances against the auctioneer who is to be regarded for all intents and purposes as agent for a disclosed principal.
- 9(a) PAYMENT - Unless prior credit arrangements have been made in writing with the auctioneer the full purchase price for each lot shall be due and payable to the auctioneer in cash upon acceptance of the highest bid or the highest bidder's offer by the vendor and prior to delivery. Notwithstanding that delivery is given to or possession obtained by the purchaser or his representative prior to the payment of the purchase money in full the property in any lot which is sold shall not pass to the purchaser until the full purchase price and all cheques, promissory notes, bills of exchange, acceptance orders or drafts given in connection with such payment have been paid and liquidated, and until properly shall pass, the purchaser shall hold such lot as bailee, provided that in all cases should such payment not have been made and liquidated within 14 days of the date of the sale the auctioneer reserves the right to:-
  - (i) Rescind the contract on behalf of the vendor and repossess and resell any lot;
  - (ii) Recover from the purchaser interest upon the purchase price at a rate per annum which aggregates the 90 day Bill Rate plus two percentum. For the purposes of this condition "the 90 day Bill Rate" is the rate published regularly in the Australian Financial Review, expressed as a percentage per annum. If at any time the Financial Review ceases to publish a 90 day Bill Rate, the auctioneer shall determine and advise the purchaser of the interest rate to apply for the purpose of this condition.
- (b) The auctioneer is selling as the del credere agent of the vendor and the full purchase price of any lot sold shall be payable by the purchaser to the auctioneer and be fully recoverable by the auctioneer in its own name.
10. If the purchaser shall neglect or fail to comply with any of the within conditions, any lot purchased by him may be immediately resold by public auction or private contract, with or without notice, at the risk of the former purchaser, who will be held responsible for all loss and expenses arising out of such resale, and shall not participate in any profit accruing therefrom.
11. Any vendor or purchaser removing the sale number from any lot after it has been sold will fully indemnify all affected parties for any loss, costs or damage should the lot be wrongly delivered.
12. The purchasers, if more than one, shall be jointly and severally bound by these Terms and Conditions, and shall jointly and severally carry out and perform same.
13. Any person who advances a bid on a lot shall do so on the expressed condition and understanding that should that person's bid be the highest bid and such bid is accepted by the vendor, then that person will be held personally liable for the price so agreed upon, regardless of the fact that that person may be acting on behalf of another party, either disclosed or undisclosed to the vendor or the auctioneer, provided however, that this Condition shall not in any way negate the vendor's right to claim against any principal and in such case the bidder's liability shall be construed to be by way of guarantee.
14. The auctioneer may, should it think fit, make arrangements on a purchaser's behalf for the feeding, watering, trucking, shipping of and general attendance to any lot after sale but no responsibility will be accepted by the auctioneer and all such service will be at the purchaser's risk and expense.
15. No lot will be delivered until the sales invoice has been checked and signed by the purchaser or his duly authorised representative.
- 16(a) Each lot in all cases shall be sold with all faults, if any, and excepting those conditions and warranties implied by the Trade Practices Act or any applicable State legislation which cannot be contractually excluded and excepting conditions and warranties expressly contained in these Terms and Conditions of Sale, any express or implied condition, statement or warranty, statutory or otherwise, is hereby excluded. The auctioneer is not liable in respect of any error, misdescription or omission in any particulars appearing or stated regarding the descriptions or pedigrees of any lot offered for sale and no such error, misdescription or omission shall entitle the purchaser to annul the sale or reject the lot or claim any compensation, damage or abatement in price.

(b) Each lot will be sold subject to passing all veterinary tests required by the law of the State or country to which the purchaser intends to transport that particular lot, such tests to be undertaken at the purchaser's expense and concluded immediately following the sale. In the event of a lot failing to pass these tests, the sale shall be null and void, any purchase moneys paid by the purchaser shall be refunded and property in the lot shall revert to or remain with the vendor.

**17. GUARANTEES OF FERTILITY:-**

17.1 **BULLS.** Save and except for calves at foot, all bulls are guaranteed breeders and to so prove within six months of the date of sale or by reaching the age of 30 months whichever date shall be the later.

17.2 **FEMALES.** Save and except for female calves at foot, all females are guaranteed to be in calf or go into calf within six months of the date of sale or by the age of 30 months whichever date shall be the later.

A positive pregnancy test certified by a qualified veterinary surgeon shall be sufficient evidence that the animal is in calf.

17.3 Claims under Clauses 17.1 and 17.2 guarantees of fertility shall be made to the vendor within six months from the date of sale or prior to the animal entering a quarantine area other than on the vendor's property.

17.3.1 All claims must be accompanied by a veterinary certificate which shall clearly identify the basis of the claim.

17.3.2 Infertility resulting from injury or disease occurring after the sale of the animal shall not be covered by this guarantee.

17.3.3 The vendor retains the right to have the animal placed on a property nominated by him or returned to his own property for further assessment of fertility for a period not exceeding six months. In the event of the animal being proven fertile within the period, the costs incurred shall be borne by the purchaser. In the event of the animal not being proven fertile within the period the costs incurred shall be borne by the vendor.

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

17.5 **REFUNDS.** In the event of a claim being substantiated and the purchase price being refunded, the animal/s shall automatically become the property of the vendor and be returned to him or disposed of according to his instructions at his expense.

17.6 This guarantee shall be voided by the purchaser if -

(a) The animal is returned to the vendor -

(i) in poor physical condition or with any injury;

(ii) tests carried out on behalf of the vendor within fourteen days of such return proved positive to any diseases which may affect the animals fertility or ability to breed naturally; or

(b) the purchaser has collected and stored semen from a bull or embryos from a female.

17.7 In the event of a dispute as to whether a lot is a breeder, such dispute shall be resolved by the vendor and the purchaser and the auctioneer, while he will use his best endeavours to assist, shall have no liability or responsibility in that regard. In the event that a lot is alleged or proved not to be a breeder, the purchaser shall nevertheless be obliged to pay the auctioneer the full purchase price and any other monies or interest payable by the purchaser in accordance with these Terms and Conditions.

18(a) Each lot shall be at the risk of the vendor in respect of any damage or injury, whether by disease, accident or otherwise, for the period that the lot be in the custody of the auctioneer, PROVIDED THAT the auctioneer, its servants, agents and employees shall use all reasonable care to protect and control the lot while it is in the auctioneer's custody AND PROVIDED THAT when a lot has been sold, it shall be at the risk of the purchaser in all respects.

(b) If any vendor brings to the sale premises any lot which is dangerous, or infected with any disease, that vendor shall be liable for all injury, damages, costs, losses, or expenses which the auctioneer may sustain, incur or be put to either directly or indirectly as a result of the vendor so doing. The auctioneer reserves the right, at its absolute discretion, to exclude from the sale, or put out of the sale venue or dispose of, any lot which in its opinion shows signs of any disease, whether infectious, contagious or not, or of any serious fault or of being dangerous.

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

20. In these Conditions:-

(a) References to "Auctioneer" shall be taken to mean as the context so admits, the selling agent or any member, subsidiary or related corporation or body, officer, agent or employee thereof, authorised by the vendor to conduct the sale of the lot;

(b) "Purchaser" shall have the meaning ascribed to it in Condition 1;

(c) "Vendor" shall mean the person or corporation upon whose account lots are offered for sale and where a stud or farm is named shall mean the proprietor of that stud or farm;

(d) "Lot" shall be taken to mean the animal offered for sale and/or sold by the auctioneer on behalf of a vendor.

**IMPORTANT NOTICE**

The selling agent, its members, subsidiary or related corporations, officers, agents, and employees for themselves and for those for whom they act while exercising due care provide all information without responsibility and give no guarantee whatsoever as to its accuracy.

All persons who attend the sale do so entirely at their risk and the selling agent, its members, subsidiary or related corporations, officers, agents, employees and its principals, for themselves and for those for whom they act, do not assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur.

The hammer price is exclusive of GST but GST will be applied to the final hammer price and included on the invoice.

# NOTES

**Winton**  
**Santa Gertrudis Bull Sale**  
**26 February 2010**

**Buyers Instruction Sheet**

(No verbal instructions will be accepted.)

Name .....

Address .....

..... Post Code.....

Phone ..... Fax.....

Lots Purchased.....

.....

Total Number of BULLS .....

Transfer certificates required for lots .....

Consign to .....

Transport arrangements

.....

.....

.....

.....

Insurance required .....

Other instructions .....

.....

.....

.....

Buyer's signature .....

Date .....