Nanango Sale

10 May 2013 10am

A/C B J & G R Patch 86 Boldery Road, Nanango



100

Head

100

78 Milkers 15 Dry 7 Heifers

Mainly Illawarra cows with some Holstein Friesian / X Jersey Brown Swiss

Plus - 7700 LITRE Alfa Laval Vat & Compressors, 14 unit Alfa Laval milking machines & 3rd line cleaners, Ambic teat spray unit, 28 auto grain feeders, 5 ton Kewpie grain bin, 15 cubic metre, Italmix mixer wagon, 30 litre poly test bucket.

Ben says sell, as two floods are to many.

I would say Ben and Joy are as dedicated operators as anyone, as the cows are in good condition and milking well in present day conditions.

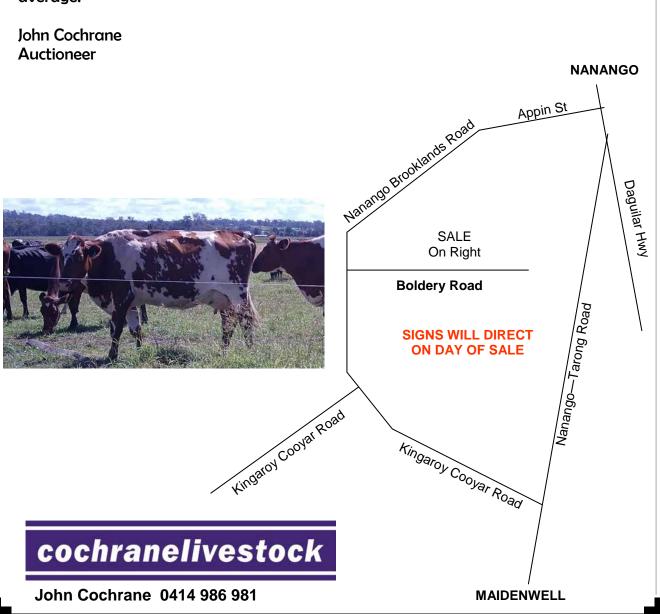
The Patches founded the Illawarra stud in 1979 and had show winners, RNA production wins, but production and quality milk at home was always the focus.

To pursue excellence they made the decision to move form Bell to Nanango and further grow a better milk business which occurred.

They had a passion for Illawarras and strived to breed a herd of deep bodied functional cows with the ability to produce under tough industry conditions. They culled heavily on cell count and low production. With the current herd SCC being 122 producing 19 litres a day under a low input operation.

But now farmers have the opportunity to reap the rewards of their hard work and dedicated breeding.

Serious farmers need to attend to buy cattle better than their average.



Lot #	Cow No	D.O.B	Sire No	Breed	Calving Date	Litres	Fat	Protein	SCC	Mating Date	Sire Details
1	250	2009		HF	Fresh on day of sale						
2	809	19/03/2008	Calvert	HF	Fresh on day of sale						
3	914	14/11/2009	Kite	HF	Fresh on day of sale						
4	910	18/07/2009	Kiara Sydney	III	Fresh on day of sale						
5	911	20/07/2009	Kiara Sydney	III	Fresh on day of sale						
6	912	21/07/2009	Kiara Sydney	III	Fresh on day of sale						
7	851	15/06/2009	Panorama Bounty	III	Fresh on day of sale						
8	867	19/08/2009	Panorama Everest	III	30/03/2013	17.0	4.01	3.29	22		
9	855	1/07/2009	Panorama Everest	III	12/03/2013	17.5	3.20	3.18	146		
10	354	1/04/2008	Calvert	HF	14/04/2013	24.0	4.81	4.09	22		
11	915	23/11/2009	Dalek	HF	3/04/2013	18.5	4.62	3.97	19		
12	101	30/01/2010	Calvert	HF	30/03/2013	14.0	4.31	3.72	14		
13	1006	4/07/2010		Jer	30/03/2013	14.0	3.55	3.67	8		
14	38			Jer	15/03/2013	20.0	4.17	3.90	43		
15	31			Jer	20/02/2013	15.0	4.42	3.63	367		
16	339	18/03/2007	Lemon Grove Bumper	III X	20/03/2013	37.5	3.46	2.63	13		
17	312	13/04/2006	Ninefold	HF	12/03/2013	23.5	4.32	3.11	989		
18	701	1/06/2007		HF	1/03/2013	22.0	4.22	2.91	23		
19	837	1/04/2009	Panorama Bounty	Ш	1/03/2013	16.5	3.54	3.37	51		
20	329	28/07/2006	Kiara Stradel	III	13/02/2013	16.5	3.68	3.19	137		
21	315	2/02/2006	Lemon Grove Bigold	III	2/02/2013	23.0	3.42	2.58	23		
22	288	7/11/2004	Avonhill Lyndons Promise	III	12/02/2013	20.0	3.96	3.03	218		
23	316	20/03/2006	White Gates Triple Crown	III	2/02/2013	25.0	3.88	3.08	34		
24	361	13/02/2006	Glenbrook Kosciusko	III	1/02/2013	28.0	3.57	2.84	43		
25	348	3/03/2008	Rampage	III	2/02/2013	25.0	3.22	3.11	31		
26	842	22/04/2009	Panorama Bounty	III	22/01/2013	17.5	3.47	3.42	18		
27	865	3/08/2009	Panorama Bounty	III	20/01/2013	21.5	3.18	2.91	17		
28	902	20/02/2009	Kiara Sydney	III	28/12/2012	19.0	3.95	2.98	33		
29	1000	2009		III	15/12/2012	17.0	3.53	3.35	42		

Lot #	Cow No	D.O.B	Sire No	Breed	Calving Date	Litres	Fat	Protein	SCC	Mating Date	Sire Details
30	821	1/08/2008	Kiara Sydney	III	1/12/2012	16.0	4.84	3.82	70		
31	334	28/10/2006	Glenbrook Kosciusko	III X	26/12/2012	20.5	3.99	3.28	65		
32	245	1/03/2004	Koer	HF	30/11/2012	21.5	3.23	3.46	56		
33	684	16/03/2005	Sou Beau	HF	20/12/2012	24.5	2.78	2.74	232		
34	720	9/09/2007	Haymaker	HF X	20/12/2012	19.0	3.88	3.06	4		
35	803	3/03/2008	Calvert	HF X	28/11/2012	16.0	2.70	3.21	189		
36	260	0/0/09		HF X	10/12/2012	16.0	3.69	3.43	23	28/12/2012(AI)	Ninescape (HF)
37	908	16/06/2009	Morty	HF	10/12/2012	17.5	3.50	3.26	73		
38	810	31/03/2008	Calvert	HF	28/11/2012	16.5	3.51	3.30	4936		
39	905	6/05/2009	Dalek	HF	27/11/2012	17.5	4.12	3.64	22		
40	143	9/11/2000	Fairview Princess Promise	III	27/11/2012	20.0	3.91	3.43	127		
41	321	24/04/2006	Tulip	III	20/11/2012	15.5	4.34	3.33	87		
42	295	19/05/2006	Lemon Grove Buttler	III	15/11/2012	23.0	3.39	3.18	104	5/3/2013(AI)	Alta Colin (HF)
43	1012	12/12/2010	Gold Bullion	HF	10/11/2012	14.0	3.77	3.50	60		
44	1004	2/06/2010	Alta Colin	HF	23/10/2012	16.0	3.56	3.66	161		
45	1005	6/06/2010	Red Advantage	HF X	10/10/2012	15.5	3.12	3.07	10		
46	8046	2008		BS	28/10/2012	13.0	4.75	3.98	54	24/12/2012(AI)	Alta Colin (HF)
47	832	20/12/2008	Rampage	III	10/10/2012	18.0	3.36	3.35	43	1/1/2013(AI)	Red Ferrari (HF)
48	829	1/10/2008	Kiara Sydney	III X	10/09/2012	13.0	4.21	3.36	81		
49	989			Jer	17/10/2012	13.5	5.63	4.36	15		
50	957			Jer	15/10/2012	13.5	5.20	4.09	21		
51	948			Jer	1/11/2012	10.0	4.44	3.76	174	5/3/2013(AI)	Bullbar (HF)
52	238	18/05/2004	Avonhill Lyndons Promise	III	5/10/2012	16.5	4.38	3.93	492		
53	242	18/05/2004	Avonhill Lyndons Promise	III	20/09/2012	14.0	4.24	3.51	76		
54	188	27/09/2002	Eros	HF	10/10/2012	16.0	4.68	3.96	97		
55	311	29/03/2006	Ninefold	HF X	10/10/2012	17.0	4.30	3.51	68	4/1/2013(AI)	Throttle (HF)
56	239	11/05/2004	Avonhill Lyndons Promise	III	15/09/2012	14.0	3.70	3.62	244		
57	254	1/06/2002	Alfa Vale Banker	HF X	12/09/2012	22.0	3.90	2.94	114		
58	812	13/04/2008	Calvert	HF	30/09/2012	20.5	3.86	3.09	145		

Lot #	Cow No	D.O.B	Sire No	Breed	Calving Date	Litres	Fat	Protein	SCC	Mating Date	Sire Details
59	256	2009		HF X	15/09/2012	9.0	4.04	4.06	8		
60	711	10/04/2007	Justifier	HF X	21/08/2012	15.0	4.20	3.94	71		
61	266	2009		III	20/08/2012	8.5	4.11	3.75	41		
62	822	15/08/2008	Kiara Sydney	III	30/07/2012	15.5	4.49	3.53	49		
63	901	12/02/2009	Kiara Sydney	III	30/07/2012	16.0	3.83	3.31	62		
64	298	9/07/2006	Kiara Stradel	III	20/08/2012	13.0	4.57	4.22	373	12/11/2012(AI)	Throttle (HF)
65	322	4/06/2006	Kiara Stradel	III	8/08/2012	14.0	3.98	3.66	163		
66	199	3/03/2003	Stadel	III	3/08/2012	15.0	4.22	3.68	99		
67	1007	5/07/2010		Jer	20/08/2012	7.0	4.20	3.98	634		
68	877	2008		Jer	15/08/2012	11.5	5.33	4.29	77		
69	831	29/12/2008	Kiara Sydney	III	3/08/2012	18.5	3.60	3.07	193		
70	310	20/02/2006	Tiller	HF X	12/08/2012	16.5	3.94	3.39	127		
71	343	28/07/2006	Kiara Stradel	III	1/08/2012	12.0	5.15	3.63	33		
72	325	2/02/2006	Kiara Stradel	III	12/07/2012	12.0	4.60	4.55	54		
73	A913	16/05/2009	Rampage	III	20/07/2012	14.5	3.72	3.11	140	1/1/2013(AI)	Bigold (ILL)
74	104	1/01/2010	Calvert	HF X	19/07/2012	12.0	4.33	3.21	176		
75	903	26/02/2009	Kiara Sydney	III	30/06/2012	12.0	5.23	4.18	49		
76	827	17/09/2008	Kiara Sydney	III	17/07/2012	11.0	5.01	4.04	151		
77	824	2/09/2008	Kiara Sydney	III	30/06/2012	19.0	3.91	3.09	83		
78	1001	3/02/2010	Panaoama Red Rama	III	21/06/2012	12.0	4.61	3.65	7	6/11/2012(AI)	Red Ferrari (HF)
79	349	19/03/2008	Calvert	HF X	1/07/2012	12.5	3.26	3.29	144	27/12/2012(AI)	Bullbar (HF)
80	823	19/08/2008	Kiara Sydney	HF X	30/06/2012	11.0	4.61	3.73	137		
81	1002	1/02/2010	Popcorn	HF	1/07/2012	17.5	4.34	3.36	19	16/11/2012(AI)	Ninescape (HF)
82	25			HF X	20/06/2012	11.0	3.74	2.95	328		
83	314	21/02/2006	Red Man		1/06/2012	19.5	2.93	2.92	278	3/1/2013(AI)	Red Ferrari (HF)
84	228	29/05/2001	Fairview Princess Promise	HF X	10/04/2012	16.0	4.24	3.60	62	12/11/2012(AI)	Piye (HF)
85	794			BS	11/03/2012	8.0	5.15	4.31	432		

Lot #	Cow No	D.O.B	Sire No	Breed	Calving Date	Litres	Fat	Protein	SCC	Mating Date	Sire Details
	DRY										
86	904	24/04/2009	Rampage	III						1/9/2012(AI)	Bigold (ILL)
87	826	13/09/2008	Kiara Sydney	III	1/06/2012	Dry				11/10/2012(AI)	Bigold (ILL)
88	819	20/07/2008	Kiara Sydney	III	19/07/2012	Dry					
89	807	14/03/2008	Calvert	III X	19/07/2012	11.5	3.82	3.63	148	dry at sale	
90	906	24/05/2009	Kiara Sydney	HF						14/8/2012(AI)	Ninescape (HF)
91	317	3/08/2006	Ninefold	HF						16/8/2012(AI)	Piye (HF)
92	331	12/10/2006	Praelet	BS	1/07/2012	Dry				8/10/2012(AI)	Showtime
93	913			Jer	30/03/2013	Dry					
	Heifers										
	Heifer No	DoB	Sire Name							Mating Date	
94	1102	5.5.2011	Alta Colin							27.12.2012	Jersey
95	1103	7.5.2011	Gardetto								
96	1104	16.5.2011	Gardetto								
97	1105	12.6.2011	Beauvale Al							31.3.2012	Jersey
98	1106	9.7.2011	Beauvale Al								
99	1108	16.8.2011	Beauvale Al								
100	1109	16.8.2011	Beauvale Al				_		_	28.12.2012	Bullbar

Kathleigh Jersey Bull running with herd between AI matings since November

MACHINERY FOR SALE

102 7700 LITRE Alfa Laval Vat & Compressors

103	14 unit Alfa Laval milking machines & 3 rd line cleaners	Lot 103 - 107
104	Ambic teat spray unit	To be offered as
105	28 auto grain feeders	a going concern
106	5 ton Kewpie grain bin	first
107	15 cubic metre Italmix mixer wagon	

108 30 litre poly test bucket

Herd Breeding Information

Cow No: 143 Name: Bens Herd Joy

DoB: 9.11.2000 Sire: Fairview Princess Promise

Calving Date: 27.11.2012

Prod: 20 litres 3.91 F 3.43 P 127 SCC

Cow No: 199 Name Kiara Ollie 78

DoB: 3.03.2003 Sire: Stadel Dam: Kiara Ollie

72

Calving Date: 3.8.2012

Prod: 15 litres 4.22F 3.68P 99 SCC

Cow No:238 Name: Lovely

DoB: 18.5.2004 Sire: Avonhill Lyndons Promise

Calving Date: 5.10.2012

Prod; 16.5 litres 4.38F 3.93P 492 SCC

Cow No: 239 Name Flossie

DoB: 11.5.2004 Sire Avonhill Lyndons Promise

Dam: Flossie

Calving Date :15.9.2012

Prod: 14 litres 3.70F 3.62P 244SCC

Cow No: 242 Name:Sonya

DoB:18.5.2004 Sire: Avonhill Lyndons Promise

Dam: Sonya

Calving Date: 20.9.2012

Prod:14litres 4.24F 3.51P 76SCC

Cow No: 266 Name: Purchased from D & D

Knight

DoB: 2009 Sire: Dam: Calving Date: 20.8.2012

Prod:8.5 litres 4.11F 3.75P 41SCC

Cow No: 288 Name:Sabrina 2

DoB: 7.11.2004 Sire: Avonhill Lyndons Promise

Dam: Sabrina

Calving Date: 12.2.2013

Prod: 20litres 3.96F 3.03P 218SCC

Cow No: 295 Name: Angeline

DoB: 19.5.2006 Sire: Lemon Grove Buttler

Dam:Cedar Valley Angeline Calving Date: 15.11.2012

Prod: 23litres 3.39F 3.18P 104SCC Mated on 15.3.2013 Alta Colin

Cow No: 298 Name: Ruth

DoB: 9.7.2006 Sire: Kiara Stadel Dam: Cedar

Valley Ruth

Calving Date: 20.8.2012

Prod: 13litres 4.57F 4.22P 373SCC Mated on 12.11.2012 Throttle

Cow No: 314 Name: Kiara Jean 14

DoB: 21.2.2006 Sire: Red Man Dam: Kiara Jean

Calving Date: 1.6.2012

Prod: 19.5 litres 2.93F 2.92P 278SCC

Mated on 3.1.2013 Red Ferrari

Cow No: 315 Name: Angel 2

DoB: 2.2.2006 Sire: Lemon Grove Bigold Dam:

Angel

Calving Date: 2.2.2013

Prod: 23litres 3.42F 2.58P 23SCC

Cow No: 316 Name: Nancy 2

DoB: 20.3.2006 Sire: White Gates Triple Crown

Dam: Nancy

Calving Date: 2.2.2013

Prod: 25litres 3.88F 3.08P 34SCC

Cow No: 321 Name: Bens Herd Bonnie

DoB: 24.4.2006 Sire: Sublime Tulip Dam: Pano-

rama Bonnie 28

Calving Date: 20.11.2012

Prod: 15.5litres 4.34F 3.33P 87SCC

Cow No: 322 Name: Sarah

DoB: 4.6.2006 Sire: Kiara Stadel Dam: 223

Calving Date: 8.8.2012

Prod:14 litres 3.98F 3.66 P 163 SCC

Cow No: 329 Name: Lara 2

DoB: 28.7.2006Sire: Kiara Stadel Dam: Lara

Calving Date: 13.2.2013

Prod: 16.5litres 3.68F 3.19P 137SCC

Cow No: 334 Name: Kossie

DoB: 28.10.2006 Sire: Glenbrook Kosciucko

Dam: 202

Calving Date: 26.12.2012

Prod: 20.5litres 3.99F 3.28P 65SCC

Cow No: 339 Name: Flick

DoB: 18.3.2007 Sire: Lemon Grove Bumper

Dam: Felicity

Calving Date: 20.3.2013

Prod:37.5litres 3.46F 2.63P 13SCC

Cow No: 343 Name: Lovely 2

DoB: 28.7.2006 Sire: Kiara Stadel Dam: Lovely

Calving Date: 1.8.2012

Prod: 12litres 5.15F 3.63P 33SCC

Cow No: 348 Name: Kiara Charlotte

DoB: 3.3.2008 Sire: Rampage Dam: Cedar Val-

ley Charlotte

Calving Date: 2.2.2013

Prod: 25litres 3.22F 3.11P 31SCC

Cow No: 361 Name: Jeanie

DoB: 13.2.2006 Sire: Glenbrook Kosciusko

Dam: Jeanous

Calving Date: 1.2.2013

Prod: 28litres 3.57F 2.84P 43SCC

Cow No: 819 Name: Ruth 2

DoB: 20.7.2008 Sire: Kiara Sydney Dam: Ruth

Calving Date: 19.7.2012

Prod: 9.5litres 5.64F 4.24 P 105SCC

Cow No: 821 Name:

DoB: 1.8.2008Sire: Kiara Sydney Dam: 301

Calving Date: 1.12.2012

Prod: 16litres 4.84F 3.82P 70SCC

Cow No: 822 Name: Glorious

DoB: 15.8.2008 Sire: Kiara Sydney Dam: Kiara

Glorious 8

Calving Date: 30.7.2012

Prod: 15.5litres 4.49F 3.53P 49SCC

Cow No: 824 Name: Fancy

DoB: 2.9.2008 Sire: Kiara Sydney Dam: Cedar

Valley Fancy

Calving Date: 30.6.2012

Prod:19litres 3.91F 3.09P 83SCC

Cow No: 826 Name: Dizzy

DoB: 13.9.2008 Sire: Kiara Sydney Dam: Lizzie

Calving Date: 1.6.2012

Prod: Dry Mated 11.10.2012 Lemon Grove

Bigold

Cow No: 827 Name: Joy

DoB: 17.9.2008 Sire: Kiara Sydney Dam: Pan-

hawk Joy

Calving Date: 17.7.2012

Prod:11 litres 5.01F 4.04P 151SCC

Cow No: 831 Name:

DoB: 29.12.2008 Sire: Kiara Sydney Dam: 157

Calving Date: 3.8.2012

Prod: 18.5 litres 3.60F 3.07P 193SCC

Cow No: 832 Name: Protea

DoB: 20.12 2008 Sire: Rampage Dam: Panhawk

Protea

Calving Date: 10.10.2012

Prod: 18 litres 3.36F 3.35P 43SCC Mated on 1.1.2013 Red Ferrari

Cow No: 837 Name: Panorama Envy

DoB: 1.4 2009 Sire: panorama Bounty Dam:

Panorama Envy GD: MH Envy

Calving Date: 1.3.2013

Prod: 16.5 litres 3.54F 3.3P 51SCC

Cow No: 842 Name: Panorama Bonnie DoB: 22.4.2009 Sire: Panorama Bounty

Dam:Panorama Bonnie 19 Calving Date: 22.1.2013

Prod: 17.5litres 3.47F 3.42P 18SCC

Cow No: 851 Name: Panorama Mayflower DoB:15.6.2009 Sire: panorama Bounty

Dam:Panorama Mayflower Calving Date: 19.4.2013

Prod: Fresh

Cow No: 855 Name: Panorama Honey DoB: 1.7.2009 Sire: Panorama Everest

Dam:Panorama Honey Calving Date:12.3.2013

Prod:17.5litres 3.20F 3.18P 146SCC

Cow No: 865 Name: Panorama Lady Jean DoB: 3.8.2009 Sire: Panorama Bounty

Dam:Panorama Lady Jean Calving Date: 20.1.2013

Prod:21.5litres 3.18F 2.19P 17SCC

Cow No: 867 Name: Panorama Carnation DoB:19.8.2009 Sire:Panorama Everest

Dam:Panorama Carnation Calving Date:30.3.2013

Prod:17 litres 4.01F 3.29P 22SCC

Cow No:901 Name:

DoB: 12.2.2009 Sire: Kiara Sydney Dam:301

Calving Date: 30.7.2012

Prod: 16litres 3.83F 3.31P 62SCC

Cow No: 902 Name:

DoB:20.2.2009 Sire: Kiara Sydney Dam:

Calving Date: 28.12.2012

Prod: 19litres 3.95F 2.98P 33SCC

Cow No: 903 Name: Bens Herd Sybil 4

DoB: 26.2.2009 Sire: Kiara Sydney Dam:Bens

Herd Sybil 3

Calving Date:30.6.2012

Prod:12litres 5.23F 4.18P 49SCC

Cow No: 904Name: Bens Herd Joy 3

DoB: 24.4.2009 Sire:Rampage Dam:Bens Herd

Joy 2

Calving Date:

Prod: Dry Mated on 1.9.2012 Lemon Grove

Bigold

Cow No: 910 Name:

DoB: 18.7.209Sire: Kiara Sydney Dam: 280

Calving Date: By sale

Prod:

Cow No: 911 Name: Kiara Sydney Joy DoB:20.7.209 Sire: Kiara Sydney Dam:252

Calving Date: by sale

Prod:

Cow No: 912 Name:Treasure

DoB: 21.7.2009 Sire:Kiara Sydney Dam: Fair-

view Treasure

Calving Date: by sale

Prod:

Cow No: A913 Name: Minerva

DoB: 16.5.2009 Sire: Rampage Dam: Monarch

Minerva

Calving Date: 20.7.2012

Prod:14.5litres 3.72F 3.11P 140SCC Mated 1.1.2013 Lemon Grove Bigold

Cow No: 1000 Name: Den Dia Evelyn 61 DoB: 2009 Sire: Jondene Dam:Den Dia Evelyn

Calving Date:15.12.2012

Prod:17litres 3.53F 3.35P 42SCC

Cow No: 1001 Name: Minerva

DoB: 3.2.2010 Sire:Panorama Red Rama Dam:

Redman Minerva

Calving Date: 21.6.2012

Prod:12litres 4.61F 3.65P 7SCC Mated on 6.11.2012 Red Ferrari

cochranelivestock

Terms and Conditions of Sale

1Subject to any reserve price, the highest bidder shall be the purchaser.

In the event of a disputed bid, the auctioneer shall be the sole arbitrator. The auctioneer's decision is final, however if one of the claimants will advance, then the lot or lots may be put up again at the auctioneer's discretion.

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

Where the vendor reserves the right to bid at the auction in respect of a lot and instructs the auctioneer to make more than one bid on his behalf, the auctioneer shall, prior to submitting the lotfor sale by auction, announce in a clear and precise manner the number of bids reserved by the vendor in respect of that lot.

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.

As soon as practicable after the fall of the hammer, the purchaser shall sign the agreement for sale (if any).

8The purchaser of livestock must pay the vendor or stock and station agent who conducted the auction the full amount of the purchase price and whether or not an invoice has been received from the agent:

If that amount can reasonably be determined immediately after the fall of the hammer- before the close of the next business day following the auction; or If that amount cannot reasonably be determined immediately after the fall of the hammer- before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the agent made before the fall of the hammer.

The purchaser authorises the auctioneer and/or the auctioneer's clerk, at their discretion, to sign on the purchaser's behalf the agreement for sale (if any) which shall embody these terms and conditions of sale and on the purchaser's behalf to pay or accept responsibility for payment to the vendor of the purchase money to facilitate immediate delivery (which will not transfer title). In this case, as between the vendor, auctioneer and purchaser:

(a) The purchaser shall immediately reimburse the auctioneer for all money paid and for which responsibility has been accepted; and (b) The auctioneer shall have all the rights, powers and remedies of a vendor including, without limitation, the rights, powers and remedies granted under these terms and conditions of sale. No person may bid unless, prior to the commencement of the sale, that person has made arrangements to:

Effect payment infull in cash immediately on each lot being knocked down against delivery; and

Deposit with the selling agent the whole or any part of the purchase money if required by the selling agent at any time during or after the sale, or made other arrangements satisfactory to the selling agent for payment for stock 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 negatived as far as possible.

11(a) All stock purchased, except cattle sold on a live weight basis, shall be at the risk and expense of the purchaser upon the fall of the hammer.

Cattle sold on a live weight basis shall be at the risk and expense of the purchaser immediately after weighing where weighing is post-

sale. Where cattle are weighed pre-sale they shall be at the risk and expense of the purchaser upon the fall of the hammer.

If the vendor does not accept the sale price, the vendor must refuse the final bid upon the fall of the hammer.

121f delivery is made to, or possession obtained by, the purchaser or its representative before full payment of the purchase money, then until full payment is received, the purchaser:

Does not acquire title to the stock;

Holds the stock as bailee only for the vendor;

Must act in a fiduciary capacity in its relationship with the vendor;

Must store the stock separately or so that they are readily distinguishable from other stock owned by the purchaser;

Is responsible for the safety and well being of the stock;

May make a bona fide sale for market value of any or all of the stock. As between the purchaser and the subsequent purchaser, the sale shall be made by the purchaser in its own name and not as agent for the vendor, however as between the vendor and purchaser, the sale shall be made as bailee and agent for the vendor; and 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 purchasers, on trust for the vendor.

If payment is not received according to clause 7, but delivery has been made to, or possession obtained by, the purchaser or its representative:

The vendor or its agent may repossess and resell the stock and enter property owned or occupied by the purchaser or its representative if necessary to do so; and Interest may be charged at the rate usually charged by the agent for overdue accounts on any amounts which remain owing at any time.

The purchaser may not make any claim against the vendor for actions by the vendor under clauses 11or 12 and indemnifies the vendor against any loss, damage, costs, expenses, penalties, fines or claims suffered by the vendor or any person or entity arising from the vendor exercising its rights under clauses 11or 12.

If a purchaser does not comply with any of these terms and conditions, any stock knocked down to that purchaser may be re-sold by public auction or private contract in whatever lots and manner the vendor's agent decides. The re-sale may be with or without notice and shall be at the purchaser's risk. The purchaser is responsible for all loss and expense arising out of a re-sale and is not entitled to any resulting profit.

All conditions and warranties expressed or implied by law are hereby excluded from the sale as far as possible. 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.

The last price called by the auctioneer shall be the amount at which the lot has been sold. Attention is directed to section 50 of the Property, Stock and Business Agents Act 1941which prohibits "comeback".

18This auction sale is a GST "exclusive" sale, which means 10% GST will be added onto the purchaser's invoice for settlement PROP-

ERTY, STOCK AND BUSINESS AGENTS ACT 1941

WARNINGS

It is an offence against the Property, Stock and Business Agents Act 1941 for any person to engage in, or induce or attempt to induce another person to engage in, any collusive practice which may hinder free and open competition at an auction sale of land or livestock, whether by:

Restricting the bidding;

Abstaining from bidding; or

Any other activity which may hinder free and open competition.

Under section 85C, the actual successful bidder at an auction sale must give to the auctioneer or an employee of the auctioneer on the day of the auction, the bidder's name or, where the bidder acts as an agent, the name of the bidder's principal. It is an offence not to do so