

Great opportunity!



# Tocal

2011

Invitation Australian  
Stock Horse Sale

## Catalogue

Sunday 6th November  
Tocal College, Paterson

For more information:

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[www.tocal.com](http://www.tocal.com)



**Tocal**  
**COLLEGE**



# THE AUSTRALIAN STOCK HORSE SOCIETY LIMITED

## IMPORTANT NOTICE

The Australian Stock Horse Society, its members, Branches or related corporations, officers, agents and employees, for themselves and for those for whom they act, while exercising due care have provided all information without responsibility and give no guarantee whatsoever as to its accuracy.

Comments in the catalogue relating to horses listed for sale are based on information supplied by Vendors. The Australian Stock Horse Society Limited is unable to establish the accuracy or authenticity of such comments and any purchaser should rely on their own enquiries in this regard.

All persons who attend the sale do so entirely at their own risk and the Society, its members, Branches 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.

### VENDOR'S RESPONSIBILITIES

The Vendor is responsible for the completion of the Transfer Application. The Transfer Application will be provided at the sale and will only require the signature of the Vendor (nominee of the membership or authorised agent). The Transfer Application must be signed immediately after the horse has been sold.

The Vendor irrevocably appoints the Agent the Attorney of the Vendor to sign on behalf of the Vendor (or its nominee or authorised agent as the case may be) the Transfer Application in the event that the Vendor fails to do so as required by the preceding sub-rule.

### VENDOR'S DUTY OF DISCLOSURE

Windsucking, wobblers, roarers – should any horse be addicted to windsucking or show any symptoms of being a wobbler or a roarer, then this fact must be disclosed by the Vendor to the Auctioneer prior to sale of the lot. The Auctioneer will disclose these facts at the time of sale.

Cryptorchids and any horse being presented for sale showing a visible deformity of the genitalia must be disclosed by the Vendor to the Auctioneer prior to sale of the lot. The Auctioneer will disclose these facts at the time of sale.

If the Vendor fails to make the said disclosure and the lot shall prove to have one of these symptoms within seven (7) days, then subject to the purchaser producing to the Society written evidence signed by a qualified Veterinary Surgeon, certifying that the said lot has one of these symptoms, then:

- Subject to the purchaser, at his own expense, returning the said lot to the place of sale or Vendor's residence (whichever being the closest for the Purchaser), the Purchaser may rescind the sale and any purchase monies paid by the Purchaser shall be immediately refunded by the Vendor;
- The Vendor may, at the discretion of the Board, be liable for suspension of the Vendor's ASHS membership for a period of up to 13 months, and a fine of up to \$500.00.

Where the Vendor has retained semen or embryos, then this fact must be disclosed by the Vendor to the Auctioneer prior to sale of the lot. The Auctioneer will disclose these facts at the time of sale. If the Vendor fails to make the said disclosure, the Vendor's signature will become invalid on any applications for any mating in relation to the said horse which resulted after the sale of the said horse. As part of the disclosure, the vendor must disclose how many embryos or semen straws have been retained and whether the use is for commercial or private use.

The Agent, within 7 days of the sale, must advise any such disclosure to the Society, in writing.

### CERTIFICATE OF REGISTRATION

Vendors are responsible for checking that the information on the horse's Certificate is correct at time of nomination, i.e., sex, colour, brands, markings, etc.

The Certificate of Registration must be handed to the Organiser prior to the horse being inspected on the day of the sale.

Broodmares in foal must be pregnancy tested and a Veterinary Certificate produced, together with the ASH Breeding Certificate with service details duly completed. The Veterinary Certificate must indicate a minimum of 42 days in foal and must be issued within 21 days prior to the sale being held.

Broodmares with a foal at foot (foal must be less than 12 months old) must produce the Foal's Certificate of Registration, Foal Recording Certificate or ASH Breeding Certificate (with details of service and the resultant foal's information duly completed).

Foals over twelve months of age must be registered and the Certificate of Registration must be produced for the inspection.

Failure to provide the appropriate paperwork prior to the inspection of the horse will result in the horse being rejected from the sale and nomination fees will not be refunded.

## INSPECTION OF HORSES

The Organiser must select Society Inspectors to view every horse offered for sale. The Inspector/s must collect the Certificate of Registration, together with any other appropriate paperwork, prior to the inspection of the horse. The registration papers and similar documents remain the property of the Society. Horses may be REJECTED from events (including Approved Sales) if the Society Inspectors responsible for checking the identity of the horse has identified a discrepancy whereby any other person could dispute the identity of the horse. Such discrepancies are as follows:

- Any white marking on the horse (visible from a three metre distance) has NOT been completed for the specific body part.
- A white marking on the registration is not evident on the specific body part, excluding horses with a grey (white in colour) body coat.
- A horse's coat colour is incorrect (with exception of clause 1.4.3.4).
- None of the brands indicated on the horse's Certificate of Registration are clearly visible on the horse.
- A brand indicated on the horse's Certificate of Registration when compared to a visible brand on the horse for the same body part, has different characters.
- A brand indicated on the horse's Certificate of Registration when compared to the horse presented for inspection is located on the incorrect body part.

The Society Inspectors must REJECT a horse from an ASH event (including an Approved ASH Sale) if the identity of the horse is not acceptable under the Brands and Markings Policies. The Brands and Markings Policies stipulate the Society's requirements and situations whereby a horse would be REJECTED from an ASH event.

After the completion of the inspection of sale horses, the sale organiser and/or the Society Inspector must report to the agent any lot rejected or not presented for inspection. The agent must refuse to offer any such lot for sale under any circumstances.

## GENERAL

Organisers should provide an opportunity for prospective buyers to inspect all horses in good condition, witness reasonable workouts, parades, demonstrations and the like prior to the sale.

Stallions and Colts 4 years old and over must be Sire Registered. All Australian Stock Horse entires (2 years and over) must be double tied by a neck strap and halter on all showgrounds, at all times, when not in competition or exercise (led and ridden) OR housed in suitable safe accommodation, such as securely fastened panels of a suitable height or appropriate stables.

When being ridden or led, Australian Stock Horse entires (2 years and over) must have a bit in their mouth and be under the control of the bit.

Under no circumstances are competitors under 18 years permitted to handle or ride stallions within the perimeter of the grounds.

To be sold as a broodmare, at the time of sale, the mare must be in foal or have a foal at foot less than 12 months of age.

At Approved ASH Sales, horses registered for breeding purposes only may only be sold as a Led Broodmare or Led Sire.

In relation to the sale of an embryo, eligible for ASH registration, the recipient mare must be registered.

The \$45.00 transfer fee must be paid by the Vendor through the Agent as part of the nomination fee, or deducted from the sale price.

Any person involved with handling the horse within the perimeter of the grounds; ie, strapper, handler, trainer, rider and the like must be a financial member of the Society.

Youth under 18 years of age must wear an equestrian helmet approved by the current Australian Standards Association or International equivalent, which MUST be securely fastened under the chin, when mounted anywhere within the perimeter of the grounds, including all public areas, as well as leading or handling a horse.

First Cross – Horses accepted for First Cross registration and later advertised for sale or standing at stud must be advertised as a First Cross Australian Stock Horse. First Cross Australian Stock Horses have no competition restriction.

Second Cross – Horses accepted for Second Cross registration and later advertised for sale or standing at stud must be advertised as a Second Cross Australian Stock Horse. Second Cross Australian Stock Horses have no competition restriction.

Special Merit – Horses accepted for registration as Special Merit have either Stud Book or Second Cross status, depending on the regulations at time of registration. Such horses have no competition restriction.

Breeding Purposes – Horses accepted for Breeding Purposes Only are NOT entitled to compete in Australian Stock Horse events. Breeding Purposes Only horses identified as "BP-" have Stud Book status and horses identified as "B2" have Second Cross status.

Dogs should be on a leash and restrained at all times.

### **DISCLAIMER**

**Neither the Organising Committee nor The Australian Stock Horse Society Limited accept any liability for any accident, damage, injury to horses, riders, beasts, ground, spectators, or any other person or property whatsoever.**

## **PURCHASER'S NOTICE**

The Society strongly recommends that if a bid card system is used, the bid card be obtained in the name of the purchaser (member or non-member), NOT in the name of an agent acting on behalf of the purchaser.

The Australian Stock Horse Society has established that the information in the catalogue (except brands and remarks) is in accordance with the said lot's registration at time of nomination. A Society Inspector on the day of the sale will inspect each lot for identification in accordance with the regulations by evaluating the description of the registered horse against the horse to be presented for sale. Horses may be rejected from the sale if the identification of the horse is not verified against the registration.

The information contained in this catalogue is based on details provided to The Australian Stock Horse Society Limited by Members for the purpose of the Society's record keeping. Whilst exercising due care, the Society is unable to guarantee the accuracy or authenticity of such information and cannot accept any responsibility. Registration does not constitute proof of legal or beneficial ownership of any horse.

The Australian Stock Horse Society, its members, Branches or related corporations, officers, agents and employees, for themselves and for those for whom they act, while exercising due care have provided all information without responsibility and give no guarantee whatsoever as to its accuracy.

The Society is unable to provide any guarantees as to the suitability of any horse and purchasers must rely on their own enquiries in this regard. Persons making enquiries in relation to suitability should include: health, soundness, temperament, performance, ability, temperament, fertility and the like.

The purchaser is responsible for inspection of any lot prior to sale and such inspection should include advice by any qualified person, if deemed necessary. Each lot is offered with all faults, if any, except those conditions stated under the Vendor's Duty of Disclosure, unless disclosed by the agent at time of sale. The purchase of any lot with such a condition (windsucking, wobblers, roarers, cryptorchids, visible deformity of the genitalia) must be reported to the Society in accordance with the regulations within seven days of purchase.

Any person at his or her own expense may arrange a veterinary inspection with the vendor of any lot prior to the horse being offered for sale. Under such circumstances, the vendor must have the horse available at the grounds on the day of the sale, a minimum of 4 hours prior to the commencement of the sale.

The vendor has the right to allow or decline any request to ride or handle any lot prior to the sale. Any person who rides or handles a lot at the sale does so entirely at their own risk and the Society, its members or Branches do not assume or accept any responsibility or liability for any accident, damage, injury to horses, riders or handlers, beasts, ground, spectators, or any other person or property whatsoever. Any person requesting to ride or handle any lot must be a member of the Society and suitably attired for riding a horse.

Comments in the catalogue relating to horses listed for sale are based on information supplied by Vendors. The Australian Stock Horse Society Limited is unable to establish the accuracy or authenticity of such comments and any purchaser should rely on their own enquiries in this regard.

Under the Society's Regulations, all horses being offered for sale at Approved ASH Sales are subject to a No Prohibited Substance rule. Although the Society conducts random drug testing at Approved ASH Sales, the Society is unable to guarantee that any specific lot will be tested. Any purchaser at the fall of the Auctioneer's hammer may request a swab or sample be taken from the subject horse at the expense of the purchaser. If the purchaser so elects, the sale of the swabbed horse may be rendered null and void if the horse returns a positive swab to any prohibited substance.

Further advice on purchasing an Australian Stock Horse is available on the Society's website [www.ashs.com.au](http://www.ashs.com.au) - Horses for Sale page, Buyer's Guide. The Society recommends any persons wishing to purchase an Australian Stock Horse avail themselves of the information provided and seek advice from qualified persons if deemed necessary.

A person bidding on any lot acknowledges that should the lot be knocked down to the person as highest bidder at the fall of the Auctioneer's hammer and "sale" or "sold" is declared, the person is responsible for payment of the nominated price to the agent and transfer of ownership will be notified to the Society as recorded by the sale clerk at time of purchase.

Any dispute in relation to any statements, guarantees or warranties offered by the vendor shall be against the vendor only. Any dispute of this nature will be for the vendor and purchaser to resolve and is not the responsibility of The Australian Stock Horse Society.

The Purchaser must complete the Purchaser's Instructions in the back of the catalogue, indicating the correct membership name and number for the horse to be transferred and hand it into the Agents before leaving the sale.

The Purchaser must be a financial member of the Society to receive the horse's registration papers.

If the Purchaser is a non-member, the horse's registration papers will be retained by the Society until such time as the new owner becomes a member of the Society. The horse's registration will be suspended until such time as the new owner joins the Society. When joining the Society, we recommend that you indicate ASH Approved Sale – Lot ##.

If the purchaser of a horse at an Approved ASH Sale is a non-member, the purchaser is entitled to a free full membership for the remainder of the current membership year, provided the purchaser has never had a previous membership with the Society. Such a purchaser must complete a Membership Application indicating: Approved ASH Sale – Lot ## (Free Membership Incentive).



Australian Stock Horse  
SOCIETY

## REFERENCES IN PEDIGREES

**HSH – Heritage Stock Horse** A Registered Australian Stock Horse with an extensive pedigree back to Australian bred horses of the Waler era whose ancestors are predominantly (87.5 % or greater) of the same breeds as Waler Horses ridden by the Australian Light Horse in WWI. Registered Australian Stock Horses assessed as eligible for Heritage Stock Horse will be identified through the horse's name with the suffix – HSH

## HALL OF FAME

**FS - Foundation Sire** Registered ASH Stallions, registered in the first ten years (registration numbers 1 - 65,000), with over 1,000 Registered ASH Descendants within five generations.

**IS - Impact Sire** Registered ASH Stallions that are progeny of Foundation or Impact Stallions and registered in the first ten years (registration numbers 1 – 65,000) with over 1,000 Registered ASH Descendants within five generations; or ASH Stallions registered after the first 10 years (registration numbers over 65,001) with over 1,000 Registered ASH Descendants within five generations.

**FM - Foundation Mare** Registered ASH Mares, registered in the first ten years (registration numbers 1 - 65,000), with over 500 Registered ASH Descendants within five generations.

**IM - Impact Mare** Registered ASH Mares that are progeny of Foundation or Impact Mares and registered in the first ten years (registration numbers 1 – 65,000) with over 500 Registered ASH Descendants within five generations; or ASH Mares registered after the first 10 years (registration numbers over 65,001) with over 500 Registered ASH Descendants within five generations.

## DRUGS POLICY

All horses competing in Australian Stock Horse Society (ASHS) events or being offered at ASH Approved Sales are subject to a No Prohibited Substance rule. This means that no Prohibited Substance is to be administered to the horse in the time before an event or sale such that it, or any ingredient or metabolism of it, might be present in the horse, might be detectable in its blood, saliva and/or urine samples, or might have any effect on its performance at the time of the event or sale.

Any substance is a “prohibited substance” if it contains an ingredient that is a stimulant, depressant, tranquilliser, local anaesthetic, psychotropic (mood and/or behaviour altering) substance, or drug which might effect the performance of the horse and might interfere with the prohibited substance testing process. The use of so-called herbal and natural products in the horse could result in a positive prohibited substance test. The plant origin of any ingredient does not preclude it containing a pharmacologically potent and readily detectable prohibited substance.

The following penalties shall automatically apply in respect of a positive prohibited substance test: Owner's 1st Offence - Awards won by the horse in any class at the event or show are forfeited. The ASHS membership of the registered owner of the horse will be suspended for a period of 13 months and the owner must pay to the ASHS a fine of \$500.00. Horse Offence - A horse shall be banned from entry into any event conducted by the Society; events restricted to Australian Stock Horses or ASH Approved Sales for a period of 13 months at any given suspension. Handler Offence - A penalty of \$500.00 will be imposed on the rider/handler responsible for the performance of the horse.

Should any mare or filly presented for drug testing under this policy be pregnant, it is the responsibility of the registered owner and/or rider/handler of a horse to advise the drug testing personnel of the mare's condition and supply the name of the stallion and the dates of service or insemination of such mare or filly. This information must be recorded on the drug testing documentation prior to the owner and/or rider/handler signing the documentation as a witness.

In relation to an ASHS approved sale (including those sales conducted by Branches or Management Councils), the Society or any purchaser, at the fall of the Auctioneer's hammer, may request a swab or sample be taken from the subject horse at the expense of the purchaser or Society as the case may be, so requesting. If the purchaser so elects, the sale of the swabbed horse may be rendered null and void if the horse returns a positive swab to any prohibited substance.

In the event that a horse, suspended from participating in ASHS events or sales, changes ownership, the change of ownership will not dissolve or shorten the term of suspension. A transfer application will not be effected until the suspension period has lapsed and fines are paid in full.

**THE COMPLETE DRUG POLICY REGULATIONS ARE AVAILABLE FROM HEAD OFFICE**

Vendor	Mares and Fillies	Geldings	Stallions and Colts
<b>NSW T &amp; I - Tocal College</b> Tocal College, PATERSON, NSW, 2421	1, 2, 4, 5, 13, 14, 15, 16, 17, 25, 26, 27, 35, 36, 39	3, 6, 12, 24, 28, 29, 37, 38, 40	
<b>Mr TJ Blake</b> Rosebrook, MUSWELLBROOK, NSW, 2333		21	
<b>Toprail Stud</b> 4 Fallows Way, CHERRYBROOK, NSW, 2126	33		
<b>PA &amp; JM Cutler</b> Bickham Huts, New England Highway, BLANDFORD, NSW, 2338	30	11	
<b>Mr BW Hodges</b> 222 Butterwick Road, BUTTERWICK, NSW, 2321		7, 34	
<b>NJ &amp; L Holz</b> Wendbury, 141 Borambil Creek Road, WILLOW TREE, NSW, 2339	31		
<b>W &amp; F Lawrence</b> 801 Maitland Vale Road, ROSEBROOK, NSW, 2320		22	
<b>BE &amp; TA Moxey</b> 956 Maison Dieu Road, VIA SINGLETON, NSW, 2330	9		
<b>R Young</b> Hillsborough, Rosebrook, VIA MAITLAND, NSW, 2320		20	
<b>Mr BM Thomson</b> Melbee, PO Box 193, DUNGOG, NSW, 2420	10		
<b>Mr M West</b> 668 Borambil Creek Road, WILLOW TREE, NSW, 2339	19		
<b>CM &amp; JM Young</b> Cedervale Stud, 189 Bucketts Road, VIA GLOUCESTER, NSW, 2422	8, 18, 32	23	



Australian Stock Horse  
SOCIETY



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**Lot 1**

**TOCAL HONEYEATER**

Reg No: **186918**                      **Stud Book**

Foaled: **15 Oct 2007**            **MARE**

Age: **4**                      Colour: **BAY**  
Approx Height: **14.1.25**

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - **IS**  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE  
  
KIRKMAN  
SMITHS STOCKMAN  
SMITHS STAR  
**Dam:** NEVLYN ALINA - 120187  
REAL BOBBY  
WATKINS FLIGHT  
ST ELMO BOBBY MCGEE

**Remarks:**  
Broken in and trained by Tocal students. TOCAL HONEYEATER will have been working the mechanical cow and bison leading up to the sale. Honeyeater has humped after a spell and is not for a beginner.

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



**Lot 3**

**TOCAL HARLEQUIN**

Reg No: **186925**                      **Stud Book**

Foaled: **17 Oct 2007**            **GELDING**

Age: **4**                      Colour: **CHESTNUT**  
Approx Height: **15.2**

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - **IS**  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE  
  
RED BRUCE  
AWARD  
QUAINT  
**Dam:** TOCAL REBEL - 139192  
tellapre 02  
LISTERS GEM  
LISTERS DELL

**Remarks:**  
Broken in and trained by Tocal students. TOCAL HARLEQUIN is a big, soft and easy going gelding. He has worked mechanical cow and will have eight weeks working bison prior to sale. Harlequin is a friendly gelding who can be ridden by anybody.

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

# Lot 4

## TOCAL IMAGINE

Reg No: **189208**                      **Stud Book**

Foaled: **06 Dec 2008**            **MARE**

Age: **3**                      Colour: **BAY**  
Approx Height:

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - **IS**  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE  
  
JACK - **IS** HSH  
HENRYS JACKO  
HENRYS TRUELY  
**Dam:** TOCAL YIPS - 140478  
GLENROCK CRAYON  
TOCAL NUISANCE  
fleetwood 01

### Remarks:

Broken in and trained by Tocal students. TOCAL IMAGINE is a willing and quiet filly that can be ridden by anybody. She has worked a mechanical cow and will have four weeks working bison prior to sale. Imagine will suit most disciplines. Current height approx 14.3.75hh.

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



**Lot 6**

**TOCAL HORIZON**

Reg No: **186931**                      **Stud Book**

Foaled: **15 Oct 2007**            **GELDING**

Age: **4**                      Colour: **BAY**  
Approx Height: **15.1.25**

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - IS  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE  
  
PALMERS DANNY BOY  
MONTCALM LUKE  
MONTCALM LUCILE  
**Dam:** SILVERTHORN LADYSMITH - 159507  
COEUR DESIREE  
HAYDON AVRIL  
HAYDON RADIAL

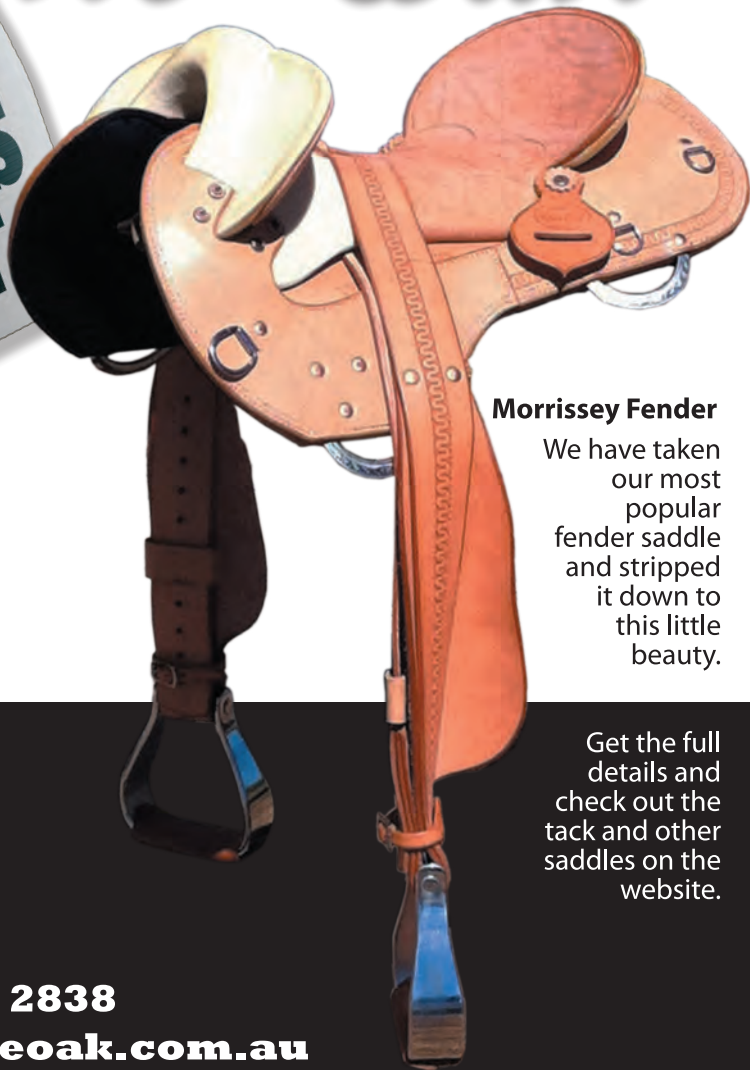
**Remarks:**

Broken in and trained by Tocal students. TOCAL HORIZON is a big, laid back and extremely quiet gelding who has worked mechanical cow and had eight weeks training on bison prior to sale. Horizon can be ridden by anybody.

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

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# Lot 8

## MIDDLEBROOK MOCCASIN

Reg No: **C1-145501**      **First Cross**

Foaled: **19 Aug 1996**      **MARE**

Age: **15**      Colour: **BLACK/PIED**  
Approx Height: **15.1**

**Vendor:** CM & JM Young      GST Reg: Yes  
Cedervale Stud 189 Bucketts Road VIA GLOUCESTER NSW 2422

                                         pandour 02  
                                         tartarus 02  
                                         lennora 02  
**Sire:** WARLORD - 38439  
                                         wonga bel warloan 001  
                                         fascination 02  
                                         unknown dam  
  
                                         LITTLE ABBEY - **IS** HSH  
                                         MELVERN MR CHIPS  
                                         BOUQUET  
**Dam:** ellimatta 02 - UN156616  
                                         unknown sire  
                                         ripple 07  
                                         unknown dam

**Remarks:**  
MIDDLEBROOK MOCCASIN is a very good walker. Has been used for a broodmare and had four foals. Before breeding, she was ridden on a cattle property and shown by a teenage girl.

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









# Lot 13

## TOCAL GEM

Reg No: **184927**      **Stud Book**  
Foaled: **14 Aug 2006**      **MARE**  
Age: **5**      Colour: **BROWN**  
Approx Height: **14.3.75**

**Vendor:** NSW T & I - Tocal College      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - IS  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE  
  
KIRKMAN  
SMITHS STOCKMAN  
SMITHS STAR  
**Dam:** NEVLYN ALINA - 120187  
REAL BOBBY  
WATKINS FLIGHT  
ST ELMO BOBBY MCGEE

### Remarks:

Broken in and trained by Tocal students. During this time, TOCAL GEM has had a foal named TOCAL ICEFEVER who will be sold in this sale. She has been in training for the past year and a half. Gem has worked mechanical cow and will have four weeks working bison prior to sale. Gem is not for a beginner.

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



# Lot 15

## TOCAL ILANA

Reg No: **189197**                      **Stud Book**

Foaled: **14 Sep 2008**              **MARE**

Age: **3**                      Colour: **BAY**  
Approx Height:

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - **IS**  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE

coastal 02  
DANGERS HOUR  
lively living 02  
**Dam:** WILJOHN MINT - 153401  
BERRICO MATRUH  
BERRICO FEATHER  
BERRICO MINNIE

### Remarks:

Broken in and trained by Tocal students. TOCAL ILANA is friendly, quiet, has good stop and has been introduced to a polocrosse racquet. She has worked mechanical cow and had four weeks working bison prior to sale. Ilana will suit most riders. Current height approx 14.2.75hh.

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



# Lot 17

## TOCAL HEARTBREAK

Reg No: **C2-186917**      **Second Cross**

Foaled: **02 Nov 2007**      **MARE**

Age: **4**      Colour: **BROWN**  
Approx Height: **14.3.75**

**Vendor:** NSW T & I - Tocal College  
Tocal College PATERSON NSW 2421

GST Reg: Yes

bob acre doc 02  
**ACRES DESTINY - IS**

san jose hickory 02  
**Sire:** GREENDALE ACRES LIBERTY BEAU - C1-156409

mr jessie james 02  
jessie liberty belle 02  
oakey creek total tracy 01

ABBAY - **FS** HSH  
WAIKON PARK DARKIE  
COLONY MIDGE

**Dam:** TOCAL AQUARIUS - 155922  
YALLATUP RIVOLI REX - **IS** HSH  
CONDAMINE CRYSTAL  
KYABRA KINGS CLEVER

### Remarks:

Broken in and trained by Tocal students. TOCAL HEARTBREAK is an athletic mare with potential for a big future in a range of disciplines. Working mechanical cow well and will have eight weeks working bison prior to sale, not far from campdraft start. Heartbreak would suit most riders, but not for beginner.

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

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KIRKWOOD PRODUCE CO. PTY. LTD.

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**Proudly supporting Tocal's ASH Sale.**







# Lot 21

## COQUON CATMAN

Reg No: **C2-182960**      **Second Cross**

Foaled: **03 Oct 2005**      **GELDING**

Age: **6**      Colour: **BROWN**  
Approx Height: **15.1**

**Vendor:** Mr TJ Blake      GST Reg: Yes  
Rosebrook MUSWELLBROOK NSW 2333

WARRENBRI ROMEO - **IS** HSH  
LINDSAY - **IS** HSH  
KENDALL PATSY - **FM** HSH  
**Sire:** ROSEBROOK SABRE - 148374  
ROSEBROOK CEDARWOOD - **FS**  
ROSEBROOK WILLOW  
SAGE LASS

playban 001  
catmandu 02  
angel of mon 01  
**Dam:** COQUON COPYCAT - C1-138307  
TARWARRI MEDLEY  
FONTEYN  
POITREL PEGGY

### Remarks:

A quiet gelding. Has done a lot of work. Good to handle in all departments. Well bred, going back to LINDSAY and TARWARRI MEDLEY. His full sister, COQUON HOLLY, has been very successfully shown by Loretta Parkinson (Lawson) in most major shows, including: Sydney Royal where she won working, led and hack classes and the R.M. Williams saddle for Champion ASH.

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

# Lot 22

## TOWITTA JACKPOT

Reg No: **C1-195597**      **First Cross**

Foaled: **16 Oct 2005**      **GELDING**

Age: **6**      Colour: **BAY**  
Approx Height: **14.3.75**

**Vendor:** W & F Lawrence      GST Reg: Yes  
801 Maitland Vale Road ROSEBROOK NSW 2320

MARSHDALE BOSS  
JUST A BOSS  
TANGLOW

**Sire:** TOWITTA BAILEY - 157291  
BAMBOROUGH SUNNY SOUVENIR  
RAEMUR SUNNYS LASS  
WALLANVALE WESTS PRINCESS

wilgaroo angus 001  
wilgaroo jolly 02  
strathmore joy 01

**Dam:** towitta keno 02 - UN452355  
nikias 001  
sandalwood samantha 02  
sandalwood 01

### Remarks:

TOWITTA JACKPOT is an attractive gelding, out of a full sister to the champion ASH, TOWITTA BINGO, who at 31yrs is still teaching kids to ride and winning pointscore championships. Jackpot is ridden by kids, no buck after a spell. Ideal pony club horse.

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



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Department of  
Primary Industries

**Lot 24**

**TOCAL IAN**

Reg No: **189200**                      **Stud Book**

Foaled: **08 Sep 2008**            **GELDING**

Age: **3**                      Colour: **BAY**  
Approx Height:

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - **IS**  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE  
  
WARRENBRI ROMEO - **IS** HSH  
DR JEKYLL  
HANNAFORD STUD FREEDOM  
**Dam:** TOCAL YULINDA - 133767  
AWARD  
TOCAL QUILT  
KILDONAN LILT

**Remarks:**

Broken in and trained by Tocal students. TOCAL IAN is a big, laid back and extremely quiet gelding who has worked mechanical cow and had four weeks training on bison prior to sale. Ian can be ridden by anybody. Current height approx 14.3.5hh.

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

# Lot 25

## TOCAL IPPY

Reg No: **189205**                      **Stud Book**

Foaled: **06 Oct 2008**            **MARE**

Age: **3**                      Colour: **BAY**  
Approx Height:

**Vendor:** NSW T & I - Tocal College  
Tocal College PATERSON NSW 2421

GST Reg: Yes

docs oak 02  
DOCS SPINIFEX - IS  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE  
  
KIRKMAN  
SMITHS STOCKMAN  
SMITHS STAR  
**Dam:** TOCAL EFFY - 169034  
AWARD  
TOCAL QUILT  
KILDONAN LILT

### Remarks:

Broken in and trained by Tocal students. TOCAL IPPY is extremely quiet, friendly and willing. She can lay down, bow, count and carry a racquet. Has been used for Tocal Field Day demonstrations, worked a mechanical cow and will have four weeks working bison prior to sale. She can be ridden by anyone and has potential to excel in a range of disciplines. Current height approx 14.3.5hh.

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



# Lot 27

## TOCAL ICEFEVER

Reg No: **192616**                      **Stud Book**

Foaled: **03 Dec 2008**              **MARE**

Age: **3**                      Colour: **BAY**  
Approx Height:

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

smart little lena 02  
TASSA LENA  
little tassa 02  
**Sire:** TOCAL GOLDFEVER - 184917  
AWARD  
TOCAL SWEETIE  
KILDONAN LILT  
  
DOCS SPINIFEX - **IS**  
SPIN TO WIN  
CEDAR DOWNS MISHA  
**Dam:** TOCAL GEM - 184927  
SMITHS STOCKMAN  
NEVLYN ALINA  
WATKINS FLIGHT

### Remarks:

Broken in and trained by Tocal students. TOCAL ICEFEVER is a soft, willing and quiet mare with a good stop. She can stand on drum, lies down, bows and crack a whip off her. She has worked the mechanical cow and will work bison for four weeks prior to sale. Icefever is quiet after a spell and can be ridden by most riders. Current height approx 14.2.5hh.

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



**Lot 29**

**TOCAL HOBBY**

Reg No: **186916**                      **Stud Book**

Foaled: **19 Nov 2007**            **GELDING**

Age: **4**                      Colour: **CHESTNUT**  
Approx Height: **15.1.5**

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - **IS**  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE  
  
LINDSAY - **IS** HSH  
ARUNDLE DOMINATE  
ARUNDLE CADDIE  
**Dam:** TOCAL BOBBYSOX - 161829  
AWARD  
TOCAL UDANA  
TOCAL NUISANCE

**Remarks:**  
Broken in and trained by Tocal students. TOCAL HOBBY is a well balanced, athletic, quiet, soft and willing gelding. He works mechanical cow well and will have eight weeks working bison prior to sale. Hobby has been used for Tocal Field Day demonstrations, he has a big future ahead of him and would suit a range of disciplines. Can be ridden by anybody.

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

# Lot 30

## RIALDA ANGELICA

Reg No: **C1-186332**      **First Cross**  
Foaled: **03 Nov 2006**      **MARE**  
Age: **5**      Colour: **BUCKSKIN**  
Approx Height: **15.1.5**

**Vendor:** PA & JM Cutler      GST Reg: Yes  
Bickham Huts New England Highway BLANDFORD NSW 2338

star moss 001  
mossenova 02  
hadilia 01

**Sire:** beswick prince regent 02 - UN450479

sunray 001  
omega queen 02  
balkan princess 01

QUIDONG BRIGADIER - **IS** HSH  
KIRKBYS STUD WALLAROO  
KIRKBYS MERCURY

**Dam:** ALBEMARLE TROUBLES - 124397

RIVOLI RAY - **IS** HSH  
RIVOLI SUNSHINE  
HUNTLY SUNSTREAM - **FM** HSH

### Remarks:

RIALDA ANGELICA has been shown successfully, winning led and ridden classes. She has attended a Glen Gough school, completing numerous campdraft courses. She has been to polocrosse practice, an instructor's horse at Pony Club and recently had stock work. Will suit a capable rider wanting a competitive, athletic horse.

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

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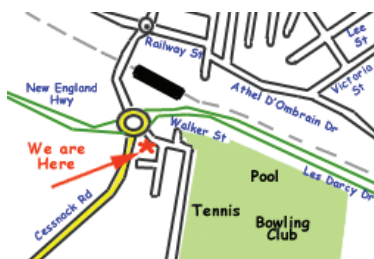
Surgery hours by appointment - 24 Hour Emergency Service for Small and Large Animals

## Contacting us

9 Walker Street,  
MAITLAND NSW 2320

Phone: 02 4934 3044

Fax: 02 4934 7267





**Lot 32**

**CEDERVALE SAVANNAH**

Reg No: **SM-177347**      **Special Merit**

Foaled: **12 Nov 2005**      **MARE**

Age: **6**      Colour: **BROWN/BLACK**  
Approx Height: **15.0.5**

**Vendor:** CM & JM Young      GST Reg: Yes  
Cedervale Stud 189 Bucketts Road VIA GLOUCESTER NSW 2422

docs oak 02  
DOCS FRECKLES OAK - **IS**  
freckles fancy 02  
**Sire:** glenrock station sire 02 - UN154833  
ABDUL - **IS** HSH  
MILHAVEN SEEKO  
MILHAVEN PETULA

KIRKMAN  
SMITHS STOCKMAN  
SMITHS STAR  
**Dam:** CEDERVALE JILLAROO - 158519  
RIVOLI RAY - **IS** HSH  
OMORALE DAWN  
KENDALL PRINCESS

**Remarks:**

Attractive, athletic and black. Good, tractable, well broken in mare, ready to go on with. Started on cattle. Out of Royal winning mare.

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





**Lot 35**

**TOCAL ICE CREAM**

Reg No: **189195**                      **Stud Book**

Foaled: **10 Sep 2008**            **MARE**

Age: **3**                      Colour: **PALOMINO**  
Approx Height:

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - **IS**  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE  
  
STAR BLACK MINSTRIL - **FS** HSH  
BOOERIE CREEK FLYING STAR  
HOMEVIEW FLIGHT  
**Dam:** TOCAL ERRETTE - 177665  
JARRAPINDI BO JANGLES  
WISHING STAR  
DOLLYS CAMP

**Remarks:**  
Broken in and trained by Tocal students. TOCAL ICE CREAM is quiet, willing to please and used for Tocal Field Day demonstrations. She doubles, jumps and has worked mechanical cow. Ice Cream will have four weeks working bison prior to sale. Current height approx 14.3.5hh.

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

**Lot 36**

**TOCAL HOPE**

Reg No: **186934**                      **Stud Book**

Foaled: **18 Nov 2007**            **MARE**

Age: **4**                      Colour: **BAY**  
Approx Height: **15.0.5**

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - **IS**  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE  
  
ABDUL - **IS** HSH  
ADIOS REFLECT  
BARONA AMY - **FM** HSH  
**Dam:** TOCAL DAINTY - 171717  
DR JEKYLL  
TOCAL YULINDA  
TOCAL QUILT

**Remarks:**  
Broken in and trained by Tocal students. TOCAL HOPE is a well bred, quiet and willing mare who can be ridden by most people. Hope can be stand-offish on the ground. She has worked the mechanical cow and will have eight weeks working bison prior to sale.

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



**Lot 38**

**TOCAL I TUNES**

Reg No: **189198**                      **Stud Book**

Foaled: **09 Nov 2008**            **GELDING**

Age: **3**                      Colour: **PALOMINO**  
Approx Height:

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - **IS**  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE

RED BRUCE  
AWARD  
QUAINT  
**Dam:** TOCAL SWEETIE - 123580  
merlin 03  
KILDONAN LILT  
melody 16

**Remarks:**

Broken in and trained by Tocal students. TOCAL I TUNES is an extremely quiet gelding who doubles, stands on drum and is very easy going. He has worked mechanical cow and will work bison for four weeks prior to sale. I Tunes can be ridden by anyone. Current height approx 14.3hh.

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

**Lot 39**

**TOCAL ISABELLA**

Reg No: **189207**                      **Stud Book**

Foaled: **06 Dec 2008**            **MARE**

Age: **3**                      Colour: **BAY**  
Approx Height:

**Vendor:** NSW T & I - Tocal College                      GST Reg: Yes  
Tocal College PATERSON NSW 2421

docs oak 02  
DOCS SPINIFEX - **IS**  
roanies lynx 02  
**Sire:** SPIN TO WIN - 152024  
CEDAR DOWNS DOCS JUNIOR  
CEDAR DOWNS MISHA  
TIMOR SHIRALEE

JACK - **IS** HSH  
HENRYS JACKO  
HENRYS TRUELY  
**Dam:** TOCAL XCEL - 136523  
GLENROCK CRAYON  
TOCAL NUISANCE  
fleetwood 01

**Remarks:**  
Broken in and trained by Tocal students. TOCAL ISABELLA is quiet, easy going and soft with a good stop. She has worked mechanical cow and will have four weeks working bison prior to sale. Isabella will stand on a block, you can crack a whip on her and she can be ridden by anyone. Placed third in Tocal Stock Horse Challenge in 2010. Current height approx 14.3.5hh.

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





# LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

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## CHAPTER ONE - PRELIMINARY

1. (a) A vendor is bound by these terms and conditions by offering livestock for sale.
- (b) An agent (which includes an auctioneer) is bound by these terms and conditions by conducting a sale.
- (c) A buyer is bound by these terms and conditions by bidding at auction.
2. (a) In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors, agents 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 Act and context permits, the vendor's stock and station agent.
- (b) When used in these terms the expressions "companion animals" means all animals originating from a 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. 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.
7. 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 interests of the vendor and need not give reasons for doing so. The minimum bid for liveweight selling is 0.2 of a cent (\$0.002).
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. Successful bidders. The actual successful bidder at an auction sale must give to the auctioneer or an employee of the auctioneer at the fall of the hammer:
  - (a) The purchaser's name; or
  - (b) The name of the person on whose behalf the successful bid was; and the
  - (c) 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. As soon as practicable after the fall of the hammer, the buyer shall sign the agreement for sale (if any).
14. If a buyer does not comply with any of these terms and conditions, which includes the requirements of State law, any stock knocked 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 on receipt of a tax invoice. Payment is required prior to delivery unless some other time for payment is specified in a written agreement between the buyer and the auctioneer that was made before the fall of the hammer.
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 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 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 stock 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: • In the case of pre-sale weighing, sold; or • 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 at such price as the purchaser and the agent may agree.  
(e) This sub-clause applies to cattle which are sold in Queensland at auction for slaughter. The agent has responsibility for the prevention of loss or escape (but not death, sickness or injury) of those cattle from the time of the fall of the hammer, through delivery to and from the scales, to the buyer's delivery pen and on to 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 sub-clause 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 the female was pregnant on that date.  
(d) For cattle, the agent undertakes to make every reasonable effort to ensure that any NLIS cattle device number is transferred from the saleyard account to the purchaser's account on the NLIS database no later than midnight on the day of the sale.  
(e) Where livestock have a food safety or market eligibility status derived from the NVD and/or the NLIS/ERP database, the agent will inform the buyers by presale catalogue in conjunction with vendor branding 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 purchase money, then until full payment is received, the buyer:
  - (a) Does not acquire title to the stock;
  - (b) Holds the stock 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 stock owned by the buyer;
  - (e) Is responsible for the safety and well being of the stock;
  - (f) May make a bona fide sale for market value of any or all of the stock. 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. In addition to clause 20, if payment is not made according to clause 15, but delivery has been made to, or possession obtained by, the buyer or its representative:
  - (a) The vendor or its agent may repossess and resell the stock and enter property owned or occupied by the buyer or its representative if necessary to do so; and
  - (b) Interest may be charged at the rate usually charged by the agent for overdue accounts on any amounts which remain owing at any time.
22. The buyer may not make any claim against the vendor for actions by the vendor under clauses 20 or 21 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 20 or 21.
23. Wherever the auctioneer pays the vendor before being paid by the buyer, the auctioneer is the del credere agent of the vendor and the parties acknowledge that all rights of the vendor as reserved hereunder are fully subrogated to the auctioneer. Nothing in these terms and conditions shall render the auctioneer in any way whatsoever liable to the buyer as vendor nor entitle the buyer to set off against the auctioneer any right the buyer may have against the vendor or otherwise.
24. 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.

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

25. 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.
26. The warranty of a vendor is that livestock and their companion animals offered for sale at auction:
  - (a) Pass AQIS 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 the National Vendor Declaration, the livestock will have those characteristics or will be fit for the particular purpose or market; and
  - (e) All information in any National Vendor Declaration provided by the vendor is true, complete and correct in all material respects.
27. 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 vendor's agent by

- 5:00pm on the 7th day after the fall of the hammer then the buyer is not liable to pay the purchase price of such of the vendor's livestock to which the breach applies.
28. 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.
  29. 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 cooperation with the agent and vendor to mitigate both the effect of the breach and the amount of any loss.
  30. Where a sentinel animal of a lot tests positive for chemical residue, 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; or
    - (b) The vendor has the option, at the vendor's cost, of collecting the companion animals and returning them to the vendor's property; or of having the stock 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.
  31. 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 National Vendor Declaration completed by the vendor to the presale 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 disclose prior to bidding, and in the pre-sale catalogue, that the vendor has failed to provide a National Vendor Declaration that is complete in all material aspects.

#### **CHAPTER FIVE - NOTICES REQUIRED BY STATE LEGISLATION**

##### **NSW Legislation** 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.

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