

# Balonne Branch ASH Sale



Saturday 23rd March 2019  
St George Showgrounds,  
St George, QLD

Parade and Demonstrations 2pm (Approx)  
Sale commences 6pm.



## Approved Invitation Sale - 44 Lots

Incorporating  
Dispersal of Coolum Stock Horse Stud  
Yearlings, Ridden, and Broodmares



John & Gwen Lyons (07) 4625 7522 Jason & Katie Birney 0459 252 167

**Elders**

St George (07) 4570 9100 Andrew Gaske 0417 633 744



# WE LIVE YOUR BUSINESS LIKE YOU DO

## **LIVESTOCK**

Andrew Gaske  
Branch Manager  
0417 633 744

Brendan Devine  
Rural Real Estate  
& Livestock Sales  
0428 255 568

## **WOOL**

Peter Sealy  
District Wool Manager  
0428 626 959

Brett Smith  
District Wool Manager  
0428 492 525

## **FARM SUPPLIES & SUPPORT**

Greg Fisher  
Merchandise Manager  
0429 616 252

Brent Kann  
Merchandise Sales  
0428 840 531

Sandra Gillespie  
Sales Support Officer  
4570 9100

Kevin Smith  
Merchandise Rep Dirranbandi  
0427 373 692

## **RURAL BANK**

David Ward  
Senior Agri Finance Manager  
0437 099 570

Naomi Wilson  
Agri Finance Officer  
4570 9106

## **REAL ESTATE**

Janette Schurmann  
Residential Sales  
0419 988 839

Elders St George P. 07 4570 9100

Elders Diranbandi P. 07 4625 8344



*Elders*

# **IMPORTANT INFORMATION FOR BUYERS**

**PAYMENT:** All lots must be paid for in full before delivery will be given to the purchaser. **TERMS ARE STRICTLY CASH BEFORE DELIVERY UNLESS PRIOR ARRANGEMENTS HAVE BEEN MADE WITH THE SELLING AGENT.** If a purchaser wishes for their invoice to be sent to another agent to settle on their behalf a written letter of introduction must be emailed to Elders Rural Services, St George before 3.00pm (QLD Time), Thursday 21<sup>st</sup> March. Please email letters of introduction to [Andrew.Gaske@elders.com.au](mailto:Andrew.Gaske@elders.com.au)

**OUTSIDE AGENT REBATE:** No outside agent rebate is applicable.

**PHONE BIDDING:** Phone bidding is available during the sale. Arrangements must be made by no later than 3.00pm (QLD Time), Thursday 21<sup>st</sup> March by contacting Andrew Gaske 0417 633 744 or Michael Smith 0428 541 711. A letter of introduction must be received from your agent prepared to settle on your behalf before 3.00pm (QLD Time), Thursday 21<sup>st</sup> March.

**INSURANCE:** Elders Insurance will have insurance facilities available to cover your lots from the fall of the hammer.

**PASSED IN LOTS:** The bidder that has a lot(s) passed into them has 30 minutes after the conclusion of the sale to have the first right of negotiation on the passed in lot(s). **Any vendors who sells a lot within 48 hours after the conclusion of the sale, either at the sale venue or by private negotiation must notify the selling agent. Commission will be deducted, and settlement will be made to the vendor by the selling agent.**

**FREE AGISTMENT OFFER:** John & Gwen Lyons have offered 30 days free agistment to the purchasers of Coolum horses only, provided the purchased lots are insured at the fall of the hammer. All care will be taken but the vendors will not be held responsible for any injury, damage or loss to any of the lots.



Australian Stock Horse



## Balonne Branch APPROVED ASH SALE

Incorporates – Coolum ASH Stud Dispersal Sale

**23<sup>rd</sup> March 2019**

**Showground – St George, QLD**

27 Fillies & Mares

3 Broodmares

10 Geldings

4 Colts

**Sale Parade: 2.00pm – Sale Commences: 6.00pm**

**AGENT**



**Elders Rural Services Australia Limited**

189 Grey Street, ST GEORGE QLD 4487

Phone: 07 4570 9100

**Andrew Gaske – 0417 633 744**



The St George based Coolum ASH Stud was commenced in 1977 by John & Gwen Lyons. With the help of some fine employees, our well-bred and trained horses have won and placed in many major Australian Stock Horse events - including Maiden Series Campdrafts and Supreme Working ASH at the National Show.

**Contact John & Gwen Lyons – 07 4625 7522 or  
Jason & Katie Birney – 07 4625 2167**

# 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.

Whilst exercising due care in the printing of the catalogue for the sale and in reproducing the relevant information contained on the nomination form, the Australian Stock Horse Society Ltd does not warrant that the catalogue will be free of typographical or other error. It is the responsibility of the Vendor to check the accuracy of the details printed in the sale catalogue in respect of the Vendor and/or the horse nominated and bring to the attention of the auctioneer prior to the sale any error or defect. The Australian Stock Horse Society Limited does not accept any responsibility for loss or damage suffered by a Vendor in respect of any such error or defect.

**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.

### **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. 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 – Society Rules and Regulations, Section 5).
- As a minimum, the Stock Brand, identification and year number as indicated on the Certificate of Registration MUST BE clearly visible on the horse for identification purposes.
- 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.

## **SIRE REGISTRATION**

ASH Registered stallions or colts being used for breeding must be Sire Registered. In regards to stallions or colts, prospective purchasers should refer to Rules & Regulations, Section 3 – Registration of Horses, rule 13.3 in regards to Genetic Testing.

**SIRE REGISTERED STALLIONS OR COLTS** – Sire Registered prior to the introduction of Genetic Disorder Testing, must be 6 panel Genetic Disorder tested by 1st August 2019. Any horse returning a Positive Test as a

carrier or affected will be noted on the horse's registration and the Online Stud Book. If not tested by 1st August 2019, Sire Registration will be SUSPENDED. Sire Registration will be reinstated once testing is completed.

**NEW SIRE REGISTRATIONS** will be required to be tested for the Genetic Disorders prior to Sire Registration. Stallions and colts will be REJECTED for Sire Registration, if the horse returns a Positive Test as a carrier or affected for a Genetic Disorder.

## **GENETIC DISORDER TESTING**

Vendors and prospective buyers should refer to the Rules & Regulations, Section 3 – Registration of Horses, rule 13.3.

Mandatory testing is in a phase-in stage and has commenced. It is proposed to note, any positive test results in respect of a horse is in the Society's Online Stud Book, in order that members may be fully informed and make their own assessment in relation to any prospective dealings in respect of any such horse. Disorders being tested by the Society include:

- OLWS Overo Lethal White Syndrome
- HERDA Hereditary Equine Regional Dermal Asthenia
- HYPP Hyperkalemic Periodic Paralysis Disease
- PSSM1 Polysaccharide Storage Myopathy
- MH Malignant Hyperthermia
- GBED Glycogen Branching Enzyme Deficiency

There may be instances where a horse has been tested but results are not yet available, or are not yet posted in the Online Stud Book. Accordingly, the Society makes no warranty that any horses are free from any genetic disorder and a Purchaser must rely upon their own inspections, enquiries and assessments in this regard.

Horses recording a positive result for Genetic Disorders as a carrier or affected, with the Society or other Associations, must be disclosed at sales (private or auction) and all breeding opportunities.

All female and entire progeny of a horse returning a Positive Test will be required to be tested for Genetic Disorders and parentage verified; and if born after 1st August 2020, female and entire progeny must be NEGATIVE to be accepted for ASH registration.

## **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 entire (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 entire (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 \$50.00 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.

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

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**First Cross** – Horses accepted for First Cross registration (C1-) 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 (C2-) 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 (SM-) or Second Cross (C2-) 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.

## **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, 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 half price Full or Youth 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: ASH Approved Sale – Lot ## (Half Price Membership Incentive).**



Australian Stock Horse

## 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, 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, 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.



## HERITAGE STOCK HORSE

### References in Pedigrees

**Heritage Stock Horse** – A Registered Australian Stock Horse that has descended from the same breeds as horses ridden by the Australian Light Horse in WWI that resided in Australia prior to 1945. Horses are identified with a name suffix as follows:

<b>HSH</b>	<b>Heritage Stock Horse</b>	<b>MB</b>	50-100% Modern Breed
<b>SH</b>	Stock Horse	<b>MBP</b>	100% Modern Breed
<b>TB</b>	100% Thoroughbred	<b>UB</b>	50-100% Unknown Breed
<b>AB</b>	50-100% Approved Breed	<b>UBP</b>	100% Unknown Breed
<b>ABP</b>	100% Approved Breed	<b>WH</b>	ASHS Waler Horse
<b>LH</b>	Limited Heritage - not eligible under other codes		

Further information on Heritage Stock Horse is provided in the Society's Regulations



## Australian Stock Horse

### **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  
ON THE WEBSITE – [www.ashs.com.au](http://www.ashs.com.au)**

<b>Vendor &amp; Address</b>	<b>Mares/Fillies</b>	<b>Geldings</b>	<b>Stallions/Colts</b>
<b>JR &amp; KR Birney</b> PO Box 464 ST GEORGE QLD 4487	18		
<b>Mrs SL Cutler</b> Landridge ST GEORGE QLD 4487	11	4, 23, 43	
<b>Goorarooman Pty Ltd</b> Mr P Hill Goorarooman THALLON QLD 4497	19	3, 39	
<b>Gordon Family</b> Begonia Station Mitchell-St George Road BEGONIA QLD 4487	17, 44		
<b>TE &amp; CE Hall</b> Lightview GOONDIWINDI QLD 4390	10, 40		
<b>KAMS</b> PO Box 1245 GOONDIWINDI QLD 4390	24		
<b>Koomalah Pastoral Co</b> Mr P Cookson Koomalah DIRRANBANDI QLD 4486		12, 34	
<b>C &amp; J Lee</b> Trebor ROMA QLD 4455		20	6, 33
<b>J &amp; GR Lyons</b> Sandalwood Downs PMB 6 ST GEORGE QLD 4487	1, 7, 8, 15, 16, 21, 22, 25, 26, 28, 31, 42	14	35, 36
<b>Mr PT McInnerney</b> Berwick SURAT QLD 4417	32		
<b>Rollins Family</b> PO Box 270 ST GEORGE QLD 4487	9		
<b>Mr C Ryan</b> 1491 Inverramsay Road GOOMBURRA QLD 4362	29		
<b>Mr BV Southern</b> Landridge ST GEORGE QLD 4487	38		
<b>Mr BRF Southern</b> PO Box 49 ST GEORGE QLD 4487	5		
<b>K &amp; S Southern</b> Secret Plains ST GEORGE QLD 4487	2, 27	37	
<b>PA &amp; MJ Southern</b> Lyolia THALLON QLD 4497	30		
<b>Mr S Stokes</b> Mulga Downs BOLLON QLD 4488	41		
<b>JW Wilson AFT J &amp; B Trust</b> PO Box 1245 GOONDIWINDI QLD 4390	13		

<b>Sire List</b>	<b>Mare/Filly</b>	<b>Gelding</b>	<b>Stallion/Colt</b>
A COOL ACRE – MB			33
ACRES DESTINY – IS MBP	24	37	
BOONERI JAG – HSH		39	
BREENA TALK BACK – HSH	30		
CATTLE RAY – HSH	2		
DALEYS PLAY RIO – LH		43	
DOGWOOD KIDMAN – HSH	5		
DONELL PARK SELIGMAN SPIN – MBP	19		
GORDONS CONVOY – HSH	17		
HAZELWOOD CONMAN – IS HSH	10, 40	3	35
HAZELWOOD REVOLVER – HSH		20	6
KAMARU BARRISTER – MB	21		
KINCHELA ROMEOS REPEAT – HSH	18		
KIRKBYS STUD CREDIT – HSH	22		
KIRKBYS STUD OFFICER – HSH	11, 38	4, 23	
KIRKBYS STUD OMAHA – HSH	31, 32		
KNEIPPS CONRAY – HSH	1, 16		
KNIGHTS NICHOLAS (AUS) – HSH	25, 28		
KOOROON GILMOUR – HSH	9		
KYABRA CATTLE BARON – HSH	15		
LUCKENOUGH HARLEY – HSH		34	
LUCKENOUGH STANDBY – LH		12	
MALLANGANEE SAMPSON – HSH	26		36
MARAMA MONTAGUE – HSH	27		
PECHEY STUD TRADITION – LH		14	
ROSCOMMON ANZAC – HSH	29		
ROXON – HSH	13		
SODA ORILEY – HSH	41		
WARRENBRI CLANCY – HSH	44		
WEROMBI PINES SOLITAIRE – HSH	42		
WESTONS YAKKA – HSH	7, 8		







# Lot 4

## BINS OSMOKIE - HSH

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Reg No: **247404** Stud Book

Foaled: **03/01/2016** GELDING

Age: **3** Colour: **GREY**

Approx Height:

**Vendor:** Mrs SL Cutler  
Landridge ST GEORGE QLD 4487

GST Reg: Yes

WARRENBRI ROMEO - IS HSH

WARRENBRI OMEGA - IS LH

V BAR N BONNET - IM LH

**Sire:** KIRKBYS STUD OFFICER - HSH 117281

ELLIOTTS CREEK CADET - FS HSH

KIRKBYS STUD EPAULET - IM HSH

KIRKBYS ABALEEN - IM HSH

zephyr zing 02

GEROGERY ZEPHYR SHADOW - TB

meanmi shaddow 02

**Dam:** GEROGERY FLAME - HSH 126841

OAKLEIGH ROYAL MASTER - TB

GEROGERY GEM - HSH

OAKLEIGH SHADOW - HSH

**Remarks:** HSH - Heritage Stock Horse

BINS OSMOKIE has been on the road droving. Broken in by Joe Maher. Very quiet. Will suit all types of horse sports. Good to clip, shoe and float. He wants to please you. Should mature approx 14.3hh.

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

# Lot 5

## BREENA CHAMPAGNE - HSH

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Reg No: **231754**      **Stud Book**

Foaled: **03/11/2004**      **MARE**

Age:      **14**              Colour:              **CHESTNUT**

Approx Height:

**Vendor:** Mr BRF Southern  
PO Box 49 ST GEORGE QLD 4487

GST Reg: Yes

COMARA ABBEYS CATTLE KING - IS HSH  
KYABRA CATTLE BARON - HSH  
KYABRA LADY KAREENA - FM TB  
**Sire:** DOGWOOD KIDMAN - HSH 125381  
RIVOLI RAY - IS HSH  
DOGWOOD MADAM - IM HSH  
DAWN - FM HSH  
REALITY - FS HSH  
WARRENBRI ROMEO - IS HSH  
WARRENBRI JULIE - IM HSH  
**Dam:** BREENA GLAMOUR - HSH 117301  
THE MANORS STORMY BRUCE - HSH  
THE MANORS GLEAM - HSH  
THE MANORS ZETTA - HSH

**Remarks:** HSH - Heritage Stock Horse

BREENA CHAMPAGNE has been campdrafted. She has won a maiden campdraft. She is a kind, soft mare. She is a safe mare with green or experienced riders.

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

# Lot 6

## BAR NONE ROCKY - HSH

---

Reg No: **248629**      **Stud Book**

Foaled: **12/11/2017**    **STALLION**                      **NOT Sire Registered**

Age:        **1**                      Colour:                      **BAY**

Approx Height:

**Vendor:** C & J Lee  
Trebor ROMA QLD 4455

GST Reg: Yes

REALITY - FS HSH  
SEVENTY SEVEN REVENGE - HSH  
SEVENTY SEVEN SUSIE - FM HSH  
**Sire:** HAZELWOOD REVOLVER - HSH 141641  
AYR GUN - HSH  
GLEN ROCK CINDERS - HSH  
STEAM PLAINS ELIZABETH - HSH  
REALITY - FS HSH  
PARKWAY ALLABY - HSH  
BAREE GLANCE - IM HSH  
**Dam:** SMITH FAMILY ALBERTA - HSH 181193  
MCLENNANS BUDGEROO - HSH  
SMITH FAMILYS IRENE - HSH  
MISS PRINCE - HSH

**Remarks: HSH - Heritage Stock Horse**

Has had a beautiful nature since he was born. Should grow into a nice horse to suit most disciplines. Follow us on facebook or our website:

[barnonestockhorses.com.au](http://barnonestockhorses.com.au) Should mature approx 15.0hh. **Notation:**

Please note, this colt has not undergone Parentage or Genetic Testing yet and prospective buyers should refer to the Rules & Regulations, Section 3 – Registration of Horses, rule 13.3.

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

# Lot 7

## COOLUM OVATION - HSH

---

Reg No: **232518** Stud Book

Foaled: **13/10/2012** MARE

Age: **6** Colour: **BAY**

Approx Height: **15.2**

**Vendor:** J & GR Lyons

GST Reg: Yes

Sandalwood Downs PMB 6 ST GEORGE QLD 4487

WARRENBRI ROMEO - IS HSH

LINDSAY - IS HSH

KENDALL PATSY - FM HSH

**Sire:** WESTONS YAKKA - HSH 138043

GLEN ALPINE ROYAL SALUTE - HSH

WESTONS COFFEE - HSH

WESTONS BISCUIT - HSH

WARRENBRI ROMEO - IS HSH

WARRENBRI OMEGA - IS LH

V BAR N BONNET - IM LH

**Dam:** COOLUM OMEN - HSH 116355

TOOMBA SNIP - FS HSH

COOLUM ROSE MARIE - HSH

TOOMBA VENUS - HSH

### Remarks: HSH - Heritage Stock Horse

COOLUM OVATION is a half sister to COOLUM LIBERTY, a big strong mare who has had plenty of work. Her sire WESTONS YAKKA is a previous winner of the Warwick Stallion Campdraft, while her dam, well known COOLUM OMEN, was a very successful mare in her own right. Ovation is started on cattle and would also suit polocrosse. Her breeding goes back to Coolum Stud's foundation mare COOLUM ROSE MARIE.

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



# Lot 9

## KOOROON SCARLETT - LH

---

Reg No: **247739**      **Stud Book**

Foaled: **15/08/2015**      **MARE**

Age:      **3**                      Colour:                      **BAY**

Approx Height:

**Vendor:** Rollins Family  
PO Box 270 ST GEORGE QLD 4487

GST Reg: Yes

norman pentaquad 02  
woodbury pentagon 02

**Sire:** KOOROON GILMOUR - HSH C2-230414

GILGANNON TICK TOCK - HSH  
BLUE MOON MYSTIC - IS HSH  
KOOROON BEETLE - LH  
KOOROON EBONY - LH

WARRENBRI ROMEO - IS HSH  
KOOROON GRONO - LH

**Dam:** KOOROON ROXANNE - LH 230420

KOOROON MADONNA - LH  
KOOROON IMPACT - HSH  
KOOROON TINA - LH  
KOOROON FLO JOE - MB

### Remarks:

Quiet, easy going mare with a tonne of potential and breeding. Had 12 months light work with a good foundation established. Good in traffic, crack whip, dogs, etc. Started on mechanical cow and will be started on cattle prior to sale. Phone Rolly: 0457 332 617. Should mature approx 14.2hh.

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

Lot 10

# HAZELWOOD CONANNIE - LH

---

Reg No: **C2-248956 Second Cross**

Foaled: **05/12/2016 MARE**

Age: **2** Colour: **BAY**

Approx Height:

**Vendor:** TE & CE Hall

GST Reg: Yes

Lightview GOONDIWINDI QLD 4390

ELLIOTTS CREEK CADET - FS HSH

DOGWOOD COMET - IS HSH

DOGWOOD MADAM - IM HSH

**Sire:** HAZELWOOD CONMAN - IS HSH 152613

WARRENBRI ROMEO - IS HSH

HAZELWOOD ROMANCE - IM HSH

CARDONIS BREEZE - FM HSH

SEMIPALATINSK - TB

HAZELWOOD SHOWMAN - HSH

HAZELWOOD ROMANCE - IM HSH

**Dam:** HAZELWOOD SHOW ANNA - LH C1-193104

santa claus 02

santanna 02

bonny anne 02

**Remarks:**

HAZELWOOD CONANNIE only broken in in February. A promising filly. Her mother is three quarter blood sister to HAZELWOOD ADVICE - Gold Cup winner.

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

# Lot 11

## BINS OTTIE - HSH

---

Reg No: **247405** Stud Book

Foaled: **16/10/2017** MARE

Age: **1** Colour: **CHESTNUT**

Approx Height:

**Vendor:** Mrs SL Cutler  
Landridge ST GEORGE QLD 4487

GST Reg: Yes

WARRENBRI ROMEO - IS HSH

WARRENBRI OMEGA - IS LH

V BAR N BONNET - IM LH

**Sire:** KIRKBYS STUD OFFICER - HSH 117281

ELLIOTTS CREEK CADET - FS HSH

KIRKBYS STUD EPAULET - IM HSH

KIRKBYS ABALEEN - IM HSH

OPHIR REFLEX - HSH

GLEN LEE WEAPON - HSH

COMARA WONDER - HSH

**Dam:** TURNERS STUD HAIL - HSH 228884

TURNERS STUD BOBBY - HSH

TURNERS STUD STORM - HSH

TURNERS STUD ABBEY MCPHEE - LH

### Remarks: HSH - Heritage Stock Horse

BINS OTTIE will be broken by sale, so very green. Two full sisters all broken in. Very quiet, no buck. She is by the late KIRKBYS STUD OFFICER. This filly will win led classes. Take you a long way. Excellent type. Should mature approx 15.0hh.

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



# Lot 13

## RAVE ON - LH

---

Reg No: **C1-228962 First Cross**

Foaled: **01/08/2003 MARE**

Age: **15** Colour: **BAY**

Approx Height: **15.1**

**Vendor:** JW Wilson AFT J & B Trust  
PO Box 1245 GOONDIWINDI QLD 4390

GST Reg: No

REALITY - FS HSH  
WARRENBRI ROMEO - IS HSH  
WARRENBRI JULIE - IM HSH

**Sire:** ROXON - HSH 130618

TREC - HSH  
LASTREC - HSH  
OUR SWEETIE - HSH

dennys doc bar 02  
donnys coal bar 02  
KING RANCH PEPPY SPINNER - MB

**Dam:** raven hawk 02

little raven girl 01

### Remarks:

RAVE ON is a beautiful natured mare. She is also a novice mare and is still 100% sound and could be put back on the truck after next foal weaned. Rave has a lovely HAZELWOOD CONMAN colt, Shelton, at foot and back in foal to Conman again.

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

# Lot 14

## COOLUM LASER - HSH

---

Reg No: **194209**      **Stud Book**

Foaled: **13/10/2009**      **GELDING**

Age:      **9**                      Colour:                      **BAY**  
Approx Height:                      **14.3.5**

**Vendor:** J & GR Lyons    GST Reg: Yes  
Sandalwood Downs PMB 6 ST GEORGE QLD 4487

WARRENBRI OMEGA - IS LH  
KIRKBYS STUD OFFICER - HSH  
KIRKBYS STUD EPAULET - IM HSH  
**Sire:** PECHEY STUD TRADITION - LH SM-133103  
BERRICO TOBRUK - HSH  
BOOKINE PATSY - LH  
college patience 01  
COMARA ABBEYS CATTLE KING - IS HSH  
KYABRA CATTLE BARON - HSH  
KYABRA LADY KAREENA - FM TB  
**Dam:** COOLUM FLUTE - HSH 165010  
ELLIOTTS CREEK CADET - FS HSH  
LELANT SONET - HSH  
COMARA CINDERS - IM HSH

**Remarks: HSH - Heritage Stock Horse**

COOLUM LASER is a novice gelding who can be campdrafted by a lady and has been ridden by a junior in peg events and at home mustering. All the hard work is done, suitable for an intermediate rider. Needs little preparation for a campdraft and is a nice quiet gelding. Laser has campdraft winners on both sides of his pedigree. Has placed 2nd in campdrafts 4 times during limited starts to date.

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

# Lot 15

## COOLUM FLUTE - HSH

---

Reg No: **165010**      **Stud Book**  
Foaled: **28/10/2003**      **MARE**  
Age:      **15**      Colour:      **BROWN**  
Approx Height:

**Vendor:** J & GR Lyons      GST Reg: Yes  
Sandalwood Downs PMB 6 ST GEORGE QLD 4487

ABDUL - IS HSH  
COMARA ABBEYS CATTLE KING - IS HSH  
TANIA - FM HSH  
**Sire:** KYABRA CATTLE BARON - HSH 72117  
NEVER IN DOUBT - FS TB  
KYABRA LADY KAREENA - FM TB  
tara lee 02  
commandant 02  
ELLIOTTS CREEK CADET - FS HSH  
respect 02  
**Dam:** LELANT SONET - HSH 119265  
ABBAY - FS HSH  
COMARA CINDERS - IM HSH  
GLENGARRY ANN - FM HSH

**Remarks: HSH - Heritage Stock Horse**

COOLUM FLUTE is a well bred broodmare with a colt foal at foot by WALLABAH EXCEL. Has had 3 foals of which 2 are in the sale – COOLUM LASER and COOLUM TONI. Campaigned by Jim Daley, Flute has won 5 campdrafts including 3 opens.

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

# Lot 16

## COOLUM TONI - HSH

---

Reg No: **248826**      **Stud Book**

Foaled: **26/10/2017**      **MARE**

Age:      **1**              Colour:              **BAY**

Approx Height:

**Vendor:** J & GR Lyons

GST Reg: Yes

Sandalwood Downs PMB 6 ST GEORGE QLD 4487

DOGWOOD COMET - IS HSH

HAZELWOOD CONMAN - IS HSH

HAZELWOOD ROMANCE - IM HSH

**Sire:** KNEIPPS CONRAY - HSH 163863

WARRENBRI ROMEO - IS HSH

BOONAL SERENADE - HSH

CANTANA - HSH

COMARA ABBEYS CATTLE KING - IS HSH

KYABRA CATTLE BARON - HSH

KYABRA LADY KAREENA - FM TB

**Dam:** COOLUM FLUTE - HSH 165010

ELLIOTTS CREEK CADET - FS HSH

LELANT SONET - HSH

COMARA CINDERS - IM HSH

**Remarks:** HSH - Heritage Stock Horse

COOLUM TONI's dam, COOLUM FLUTE is in the sale. She has won 5 campdrafts and is full of heritage breeding. Toni's sire KNEIPPS CONRAY, needs no introduction, winning the Stallion Campdraft at Warwick in 2015.

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







**Lot 20**

# **BAR NONE RIMFIRE - LH**

---

Reg No: **248628**      **Stud Book**

Foaled: **28/08/2016** **GELDING**

Age: **2**                      Colour:                      **BROWN**

Approx Height:

**Vendor:** C & J Lee  
Trebor ROMA QLD 4455

GST Reg: Yes

REALITY - FS HSH  
SEVENTY SEVEN REVENGE - HSH  
SEVENTY SEVEN SUSIE - FM HSH  
**Sire:** HAZELWOOD REVOLVER - HSH 141641  
AYR GUN - HSH  
GLEN ROCK CINDERS - HSH  
STEAM PLAINS ELIZABETH - HSH  
peppy san wagon 02  
BAR NONE BEATS WALKIN - LH  
JUNEDALE COBALT - HSH  
**Dam:** BAR NONE FOOT LOOSE - LH C2-194005  
RECRUIT - HSH  
BAR NONE CD - HSH  
cert 04

**Remarks:**

Broken in December 2018, has a great nature and a will to learn. Will grow into a nice size horse. Find us on facebook or view the web page, barnonestockhorses.com.au Should mature approx 15.0hh.

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



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LOT  
36



LOT  
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LOT  
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LOT  
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# BOONoon DORPERS

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Top Price Dorper Ram  
2017 Southern Qld Dorper Sale - St George Qld





Lot 22

## COOLUM RUMBA - HSH

---

Reg No: **241683**      **Stud Book**  
Foaled: **13/12/2015**      **MARE**  
Age: **3**      Colour: **BAY**  
Approx Height:

**Vendor:** J & GR Lyons      GST Reg: Yes  
Sandalwood Downs PMB 6 ST GEORGE QLD 4487

ABDUL - IS HSH  
ADIOS REFLECT - IS HSH  
BARONA AMY - FM HSH  
**Sire:** KIRKBYS STUD CREDIT - HSH 180122  
WARRENBRI OMEGA - IS LH  
KIRKBYS STUD SHADOW - HSH  
KIRKBYS STUD COLLEEN - HSH  
LINDSAY - IS HSH  
WESTONS YAKKA - HSH  
WESTONS COFFEE - HSH  
**Dam:** COOLUM MELODY - HSH 228750  
STAR BLACK MINSTRIL - FS HSH  
STAR GAY FLIGHT - HSH  
STAR BRIGHT FLIGHT - HSH

**Remarks: HSH - Heritage Stock Horse**

COOLUM RUMBA is a very natural and well grown young mare. She has had 8 weeks mustering prior to the sale and is tracking her cattle really well. Her dam, COOLUM MELODY is in the sale as well. Rumba also has the breeding for the polocrosse competitor. Her sire, KIRKBYS STUD CREDIT has a wealth of campdraft winners in his pedigree. Being presented by Charlie Southern. Contact: 0455 217 005.

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

**Lot 23**

# CUTLERS REDSKIN - LH

---

Reg No: **247267**      **Stud Book**

Foaled: **14/11/2015**      **GELDING**

Age:      **3**                      Colour:                      **CHESTNUT**

Approx Height:

**Vendor:** Mrs SL Cutler  
Landridge ST GEORGE QLD 4487

GST Reg: Yes

WARRENBRI ROMEO - IS HSH  
WARRENBRI OMEGA - IS LH  
V BAR N BONNET - IM LH  
**Sire:** KIRKBYS STUD OFFICER - HSH 117281  
ELLIOTTS CREEK CADET - FS HSH  
KIRKBYS STUD EPAULET - IM HSH  
KIRKBYS ABALEEN - IM HSH  
BULLENBONG WIRIKI - HSH  
BULLENBONG COBAR - HSH  
BULLENBONG BARCOO - HSH  
**Dam:** DORA PARK SWEET MISS - LH 171827  
scrubcutter 02  
DORA PARK CANDY - UB  
unknown dam 02

**Remarks:**

Quiet, kind natured and friendly gelding. Future allrounder. Full sister - Supreme ASH winner, placed in campdrafts. This gelding will do whatever you want. Good to clip, shoe, float and drench. Should mature approx 14.2hh.

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

# Lot 24

## TAMARANG DESTINED FOR FAME - MB

---

Reg No: **C2-240422 Second Cross**

Foaled: **27/10/2012 MARE**

Age: **6** Colour: **BROWN**

Approx Height: **14.2**

**Vendor:** KAMS  
PO Box 1245 GOONDIWINDI QLD 4390

GST Reg: No

son of a doc 02

bob acre doc 02

sapp sandy 02

**Sire:** ACRES DESTINY - IS MBP SM-135648

docs hickory 02

san jose hickory 02

san jose belle 02

docs oak 02

DOCS FRECKLES OAK - IS MBP

freckles fancy 02

**Dam:** MISS HOLLYWOOD OAK - MB C1-162008

hollywood return 02

hollys charity 02

arrandale milanda 02

### Remarks:

TAMARANG DESTINED FOR FAME is a lovely natured maiden mare who has had five starts in campdrafts for two places and won a cut out at Goondiwindi with a 23. Would suit lady and/or juvenile. Very cowy. Good walker. Destiny has the potential to excel in campdrafting.

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

Lot 25

# HOGANS NICOLETTA - HSH

---

Reg No: 228706 Stud Book

Foaled: 19/11/2010 MARE

Age: 8 Colour: CHESTNUT

Approx Height: 14.2.5

Vendor: J & GR Lyons

GST Reg: Yes

Sandalwood Downs PMB 6 ST GEORGE QLD 4487

REALITY - FS HSH

WARRENBRI ROMEO - IS HSH

WARRENBRI JULIE - IM HSH

Sire: KNIGHTS NICHOLAS (AUS) - HSH 142558

COMARA TOPLINE - IS HSH

DALL BAR SHES TOPS - HSH

DALL BAR FLYING SHEBA - TB

RIVOLI RAY - IS HSH

BYRNEDALE RIVOLI RIVON - HSH

WANSEY SHARON - HSH

Dam: ASHE BUBBLES - HSH 125897

TURNERS STUD BUDDY BRUCE - HSH

TURNERS STUD BUDDY ELLA - HSH

TURNERS EULOURIE - HSH

**Remarks: HSH - Heritage Stock Horse**

HOGANS NICOLETTA is an extremely quiet mare who has proven to be a wonderful kid's horse. She has won a junior and juvenile campdraft and had a number of places in maiden, novice, junior and juvenile campdrafts. Nicoletta has attended pony club and many shows and always picks up a ribbon. A full sister to HOGANS NICKOLITA. Will be ridden at the sale by juvenile, Ellie Birney. Well grounded and ready for open company.

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

Lot 26

# COOLUM TRINKET - HSH

---

Reg No: 248827 Stud Book

Foaled: 13/11/2017 MARE

Age: 1 Colour: CHESTNUT

Approx Height:

Vendor: J & GR Lyons

GST Reg: Yes

Sandalwood Downs PMB 6 ST GEORGE QLD 4487

REALITY - FS HSH

WARRENBRI ROMEO - IS HSH

WARRENBRI JULIE - IM HSH

Sire: MALLANGANEE SAMPSON - HSH 142564

phardust 02

MALLANGANEE JULIE - HSH

MALLANGANEE GOLDIE - HSH

NABINABAH THE GUN - FS HSH

BETTER VIEW GUNFIRE - IS HSH

PALMERS SISSY - FM HSH

Dam: RIVER VIEW SNOWETTE - HSH 134731

SILVER MINSTREL - HSH

RIVER VIEW TOPSEY - HSH

RIVERVIEW RESPECT - HSH

**Remarks: HSH - Heritage Stock Horse**

Another quality filly out of RIVER VIEW SNOWETTE. Her sire, MALLANGANEE SAMPSON has won 24 open campdrafts, including the Warwick Gold Cup in 2016. A future campdraft prospect with excellent breeding.

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

# Lot 27

## HAYMAC MONICA - LH

---

Reg No: **184789**      **Stud Book**  
Foaled: **27/09/2006**      **MARE**  
Age:      **12**      Colour:      **BAY**  
Approx Height:      **15.2**

**Vendor:** K & S Southern      GST Reg: Yes  
Secret Plains ST GEORGE QLD 4487

REALITY - FS HSH  
WARRENBRI ROMEO - IS HSH  
WARRENBRI JULIE - IM HSH  
**Sire:** MARAMA MONTAGUE - HSH 117346  
ELLIOTTS CREEK CADET - FS HSH  
MARAMA ODETTE - HSH  
STANTON STUD CHARM - HSH  
docs oak 02  
DOCS FRECKLES OAK - IS MBP  
freckles fancy 02  
**Dam:** ELLIE OAK - MB 135637  
ABDUL - IS HSH  
BETTERVIEW ABDELLE - HSH  
PALMERS SISSY - FM HSH

### Remarks:

A good, big, well bred mare. Is a proven breeder and has campdrafted.

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

Lot 28

# HOGANS NICKOLITA - HSH

---

Reg No: **181977**      **Stud Book**  
Foaled: **26/11/2003**      **MARE**  
Age:      **15**      Colour:      **CHESTNUT**  
Approx Height:      **15.0**

**Vendor:** J & GR Lyons      GST Reg: Yes  
Sandalwood Downs PMB 6 ST GEORGE QLD 4487

REALITY - FS HSH  
WARRENBRI ROMEO - IS HSH  
WARRENBRI JULIE - IM HSH  
**Sire:** KNIGHTS NICHOLAS (AUS) - HSH 142558  
COMARA TOPLINE - IS HSH  
DALL BAR SHES TOPS - HSH  
DALL BAR FLYING SHEBA - TB  
RIVOLI RAY - IS HSH  
BYRNEDALE RIVOLI RIVON - HSH  
WANSEY SHARON - HSH  
**Dam:** ASHE BUBBLES - HSH 125897  
TURNERS STUD BUDDY BRUCE - HSH  
TURNERS STUD BUDDY ELLA - HSH  
TURNERS EULOURIE - HSH

**Remarks: HSH - Heritage Stock Horse**

HOGANS NICKOLITA is an outstanding family horse who excels at anything she does. An open campdraft mare, she has won ACA Border Zone Open Horse 2014/15 and placed 4th in 2017/18, won the cattle working section of the Open Challenge at ASH Nationals twice, High Point Horse of the Balonne Branch 2014. She has also had success in the show ring, winning at Royal and National level. She is easily campdrafted by a lady and juvenile and is an absolute pleasure to do anything with. Nickolita has had one foal. Won five open campdrafts and seven Champion Working ASH.

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

Lot 29

# STOCKHAVEN MATILDA - HSH

---

Reg No: **196231** Stud Book

Foaled: **18/09/2010** MARE

Age: **8** Colour: **BAY/BROWN**

Approx Height: **15.1.5**

**Vendor:** Mr C Ryan

GST Reg: No

1491 Inverramsay Road GOOMBURRA QLD 4362

WARRENBRI ROMEO - IS HSH

CONDAMINE ROMANO - HSH

KIRKBYS SUNSHINE - HSH

**Sire:** ROSCOMMON ANZAC - HSH 152642

BAMBOROUGH SUNNY SOUVENIR - HSH

HAYDON RACHEL - HSH

HAYDON RADIAL - HSH

COMARA ABBEYS CATTLE KING - IS HSH

KYABRA CATTLE BARON - HSH

KYABRA LADY KAREENA - FM TB

**Dam:** HAMILTON PARK SPRINKLE - HSH 110300

ABBAY - FS HSH

COMARA SUNDANCE - HSH

SUN SHOWER - HSH

**Remarks:** HSH - Heritage Stock Horse

STOCKHAVEN MATILDA is a well bred, easy going mare. Great to catch, shoe, clip and load. Matilda has been ridden by ladies and men. She has had extensive background mustering and pen riding at feedlots. Had limited starts at campdrafts, placing in maiden on second start. Consistent 22 yard mare. Ready to go and compete.

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

Lot 30

## ALTONVALE TESS - LH

---

Reg No: **C2-177984 Second Cross**

Foaled: **05/12/2007 MARE**

Age: **11** Colour: **GREY**

Approx Height: **15.0**

**Vendor:** PA & MJ Southern  
Lyolia THALLON QLD 4497

GST Reg: Yes

RIVOLI RAY - IS HSH  
CRESWOOD RIVOLI ALL TALK - HSH  
EDENHOPE NATASHA - IM HSH  
**Sire:** BREENA TALK BACK - HSH 127675  
THE MANORS STORMY BRUCE - HSH  
THE MANORS GLEAM - HSH  
THE MANORS ZETTA - HSH  
WARRENBRI OMEGA - IS LH  
KIRKBYS STUD OFFICER - HSH  
KIRKBYS STUD EPAULET - IM HSH  
**Dam:** ALTONVALE TEGAN - UB C1-133109

altonvale megan 01

**Remarks:**

ALTONVALE TESS is a real family horse, shown as a 4yo. Winning high point, led and ridden in the Balonne Branch. Campdrafted by all the family.

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

Lot 31

# COOLUM SILHOUETTE - HSH

---

Reg No: **246673** Stud Book

Foaled: **25/10/2016** MARE

Age: **2** Colour: **BAY**

Approx Height:

**Vendor:** J & GR Lyons

GST Reg: Yes

Sandalwood Downs PMB 6 ST GEORGE QLD 4487

WARRENBRI ROMEO - IS HSH

WARRENBRI OMEGA - IS LH

V BAR N BONNET - IM LH

**Sire:** KIRKBYS STUD OMAHA - HSH 147176

ELLIOTTS CREEK CADET - FS HSH

WINDRA BET - HSH

COMARA ABBRA - HSH

NABINABAH THE GUN - FS HSH

BETTER VIEW GUNFIRE - IS HSH

PALMERS SISSY - FM HSH

**Dam:** RIVER VIEW SNOWETTE - HSH 134731

SILVER MINSTREL - HSH

RIVER VIEW TOPSEY - HSH

RIVERVIEW RESPECT - HSH

**Remarks:** HSH - Heritage Stock Horse

COOLUM SILHOUETTE is a full sister to Jim Daley's well performed open mare COOLUM LYNETTE. The dam, RIVERVIEW SNOWETTE is well known to most, while being campaigned by Barry Southern and then Jim Daley. Very showy young filly. Has had 6 weeks steady mustering and showing great cattle sense. Will be presented by Charlie Southern. Contact: 0455 217 005. Should mature approx 14.2hh.

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



# Lot 33

## BAR NONE MR COOL - LH

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Reg No: **248626**      **Stud Book**

Foaled: **20/11/2017**      **STALLION**      **NOT Sire Registered**

Age:      **1**      Colour:      **BAY**

Approx Height:

**Vendor:** C & J Lee  
Trebor ROMA QLD 4455

GST Reg: Yes

bob acre doc 02  
ACRES DESTINY - **IS** MBP  
san jose hickory 02

**Sire:** A COOL ACRE - MB 234949

WARRENBRI ROMEO - **IS** HSH  
COOLDUST - LH  
OAKS STAR DUST - MB

DOGWOOD COMET - **IS** HSH  
HAZELWOOD CONMAN - **IS** HSH  
HAZELWOOD ROMANCE - **IM** HSH

**Dam:** BAR NONE MISS CONGENIALITY - LH 180567

DOCS FRECKLES OAK - **IS** MBP  
LITTLE SQUIRTY OAK - MB  
HALLS REVIEW - **HSH**

### Remarks:

BAR NONE MR COOL is out of one of our best mares. Should grow into a nice horse and excel in most disciplines. Follow us on facebook or our website - barnonestockhorses.com.au **Notation:** Please note, this colt has not undergone Genetic Testing yet and prospective buyers should refer to the Rules & Regulations, Section 3 – Registration of Horses, rule 13.3. Should mature approx 15.0hh.

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

**Lot 34**

# LUCKENOUGH BLINDSIDE - HSH

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Reg No: **245292**      **Stud Book**

Foaled: **10/08/2016**      **GELDING**

Age:      **2**                      Colour:                      **BROWN**

Approx Height:

**Vendor:** Koomalah Pastoral Co                      GST Reg: Yes  
Mr P Cookson Koomalah DIRRANBANDI QLD 4486

DOGWOOD COMET - IS HSH  
HAZELWOOD CONMAN - IS HSH  
HAZELWOOD ROMANCE - IM HSH  
**Sire:** LUCKENOUGH HARLEY - HSH 186366  
LUCKENOUGH DESTINY - HSH  
WANGILLA CINZANO - HSH  
WANGILLA SUSPENCE - HSH  
WARRENBRI ROMEO - IS HSH  
KINCHELA ROMEOS REPEAT - HSH  
CURRACABARK COUNTESS - FM HSH  
**Dam:** LUCKENOUGH MEMPHIS - HSH 167106  
LUCKENOUGH DESTINY - HSH  
LUCKENOUGH JOANNE - HSH  
JOINT VENTURE - HSH

**Remarks: HSH - Heritage Stock Horse**

LUCKENOUGH BLINDSIDE has a gentle manner, easy riding and a pleasure to go to work on. His family is loaded with open campdrafters on both sides. Should mature approx 15.0hh.

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

Lot 35

## COOLUM RECON - HSH

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Reg No: **245172** Stud Book

Foaled: **18/12/2015** **STALLION** Sire Registered

Age: **3** Colour: **BLACK**

Approx Height:

Vendor: J & GR Lyons

GST Reg: Yes

Sandalwood Downs PMB 6 ST GEORGE QLD 4487

ELLIOTTS CREEK CADET - FS HSH

DOGWOOD COMET - IS HSH

DOGWOOD MADAM - IM HSH

Sire: HAZELWOOD CONMAN - IS HSH 152613

WARRENBRI ROMEO - IS HSH

HAZELWOOD ROMANCE - IM HSH

CARDONIS BREEZE - FM HSH

ABDUL - IS HSH

ADIOS REFLECT - IS HSH

BARONA AMY - FM HSH

Dam: COOLUM DREAM - HSH 164696

WARRENBRI OMEGA - IS LH

COOLUM OMEN - HSH

COOLUM ROSE MARIE - HSH

**Remarks: HSH - Heritage Stock Horse**

COOLUM RECON is a young colt already showing ability and athleticism, with a pedigree and type to make him an asset to any stable. At his first outing at the SQMC State Show he won 2yo led colt, 2yo working colt/gelding and 3rd in 2yo hack. He took it all in his stride and has an excellent temperament. His dam COOLUM DREAM was a top quality open campdraft mare. Has won 6 campdrafts and 2 open cut outs. Recon is bred in the purple and has been Sire Registered. Should go on to be a top sire for any ASH Stud. Should mature approx 15.2hh. **Notation:** Genetic Test Results - OLWS, HERDA, PSSM1, HYPP, GBED, MH - Clear n/n.

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

Lot 36

## COOLUM TOKEN - HSH

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Reg No: **248825** Stud Book

Foaled: **05/01/2018** **STALLION** **NOT Sire Registered**

Age: **1** Colour: **CHESTNUT**

Approx Height:

**Vendor:** J & GR Lyons

GST Reg: Yes

Sandalwood Downs PMB 6 ST GEORGE QLD 4487

REALITY - FS HSH

WARRENBRI ROMEO - IS HSH

WARRENBRI JULIE - IM HSH

**Sire:** MALLANGANEE SAMPSON - HSH 142564

phardust 02

MALLANGANEE JULIE - HSH

MALLANGANEE GOLDIE - HSH

ABDUL - IS HSH

ADIOS REFLECT - IS HSH

BARONA AMY - FM HSH

**Dam:** COOLUM DREAM - HSH 164696

WARRENBRI OMEGA - IS LH

COOLUM OMEN - HSH

COOLUM ROSE MARIE - HSH

**Remarks:** HSH - Heritage Stock Horse

A young colt showing good temperament inherited from his dam COOLUM DREAM. Dream was campaigned by Barry Southern and Jason Birney, winning 6 campdrafts. His sire, MALLANGANEE SAMPSON has won 24 open campdrafts, including the Warwick Gold Cup in 2016. A future stud sire and campdraft horse in the making. **Notation:** Please note, this colt has not undergone Parentage or Genetic Testing yet and prospective buyers should refer to the Rules & Regulations, Section 3 – Registration of Horses, rule 13.3.

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

**100% of the proceeds from this lot will be donated to The Sisters of the North charity.**



Lot 38

# BINS OSNOW WHITE - HSH

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Reg No: 248247 Stud Book

Foaled: 08/03/2016 MARE

Age: 3 Colour: GREY

Approx Height:

Vendor: Mr BV Southern  
Landridge ST GEORGE QLD 4487

GST Reg: Yes

WARRENBRI ROMEO - IS HSH

WARRENBRI OMEGA - IS LH

V BAR N BONNET - IM LH

Sire: KIRKBYS STUD OFFICER - HSH 117281

ELLIOTTS CREEK CADET - FS HSH

KIRKBYS STUD EPAULET - IM HSH

KIRKBYS ABALEEN - IM HSH

brave warrior 02

ombra della sera 02

pilgrims angel 02

Dam: BINS SHEZAGOODONE - TB B2-224947

no scolding 02

hawaiian beauty 02

hula ruler 02

**Remarks: HSH - Heritage Stock Horse**

BINS OSNOW WHITE is very quiet. Been broken in and lightly worked. Been on the road droving. Joe Maher will present mare. By KIRKBYS STUD OFFICER, who is now deceased. Should mature approx 14.2hh.

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



**Lot 40**

# HAZELWOOD COFFEE - LH

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Reg No: **C2-248957 Second Cross**

Foaled: **07/12/2017 MARE**

Age: **1** Colour: **BAY**

Approx Height:

**Vendor:** TE & CE Hall

GST Reg: Yes

Lightview GOONDIWINDI QLD 4390

ELLIOTTS CREEK CADET - FS HSH

DOGWOOD COMET - IS HSH

DOGWOOD MADAM - IM HSH

**Sire:** HAZELWOOD CONMAN - IS HSH 152613

WARRENBRI ROMEO - IS HSH

HAZELWOOD ROMANCE - IM HSH

CARDONIS BREEZE - FM HSH

SEMIPALATINSK - TB

HAZELWOOD SHOWMAN - HSH

HAZELWOOD ROMANCE - IM HSH

**Dam:** HAZELWOOD SHOW ANNA - LH C1-193104

santa claus 02

santanna 02

bonny anne 02

**Remarks:**

A promising filly with a wealth of breeding. HAZELWOOD SHOW ANNA is a three quarter blood sister to HAZELWOOD ADVICE - Warwick Gold Cup winner.

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



Lot 42

## BLUEGRASS IMAGE - HSH

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Reg No: 190451 Stud Book

Foaled: 14/09/2008 MARE

Age: 10 Colour: CHESTNUT

Approx Height: 15.0

Vendor: J & GR Lyons

GST Reg: Yes

Sandalwood Downs PMB 6 ST GEORGE QLD 4487

REALITY - FS HSH

WARRENBRI ROMEO - IS HSH

WARRENBRI JULIE - IM HSH

Sire: WEROMBI PINES SOLITAIRE - HSH 112325

CURRACABARK SOLITARE - HSH

CURRACABARK COUNTESS - FM HSH

princess 05

ABBAY - FS HSH

BLUE MOON MYSTIC - IS HSH

BARRETT'S CREEK BETTY - FM HSH

Dam: ILLAWONG PARTY GIRL - HSH 147373

VALENTINE STUD MASTER LUKE - FS HSH

TONY COWGIRL - HSH

TONY KAY - HSH

**Remarks: HSH - Heritage Stock Horse**

BLUEGRASS IMAGE is a very competitive open mare who is very quick and agile. Image has competed in ASH classes and sporting events. Ridden by children and has won junior classes at Toowoomba Royal. Image is a no fuss mare who is solid in the camp, consistent and always gives 100%. In 2017/18 ACA Finals, Image placed 5th in the Novice Horse title for the Border Zone.

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

**Lot 43**

# CUTLERS O PLAYBOY - LH

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Reg No: **247406**      **Stud Book**

Foaled: **04/09/2017**    **GELDING**

Age:      **1**                      Colour:                      **BROWN**

Approx Height:

**Vendor:** Mrs SL Cutler  
Landridge ST GEORGE QLD 4487

GST Reg: Yes

DALEYS RIO - LH  
DALEYS RIOS LEGEND - LH  
granada summertime 02

**Sire:** DALEYS PLAY RIO - LH 165931

DALEYS RIO - LH  
DALEYS PLAYMATE - MB  
DALEYS PLAYAWAY - MB

WARRENBRI OMEGA - IS LH  
KIRKBYS STUD OFFICER - HSH  
KIRKBYS STUD EPAULET - IM HSH

**Dam:** CUTLERS OLIVIA - HSH 196155

KIRKBYS STUD REMEDY - IS HSH  
GATTON REMEDYS RECOIL - HSH  
GATTON COLLEGE TWIST - HSH

**Remarks:**

CUTLERS O PLAYBOY is a very quiet young gelding. Broken in by Shane Rollins in October 2018. Lightly worked by myself. Very good to catch, clip and excellent around feet. CUTLERS OLIVIA is by the late KIRKBYS STUD OFFICER. Olivia won many ridden and led classes overall. She is an excellent kids horse and I have done many miles chasing cattle. DALEYS PLAY RIO's progeny are winning campdrafts and challenges, so don't miss this young horse. Should mature approx 15.1hh.

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





# LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

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Terms & Conditions of Sale are provided to ALPA members as recommended terms and conditions only

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## CHAPTER ONE - PRELIMINARY

1. (a) A vendor is bound by these terms and conditions by offering livestock for sale by auction.
- (b) An agent (which includes an auctioneer) is bound by these terms and conditions by conducting an auction sale.
- (c) A buyer is bound by these terms and conditions by bidding at auction.
- (d) Competition and Consumer Act (Cth) 2010  
It is unlawful for parties that are, or otherwise would be, in competition with each other to make, or give effect to, a contract, arrangement or understanding that contains a provision relating to:
  - i. price-fixing; or
  - ii. restricting outputs in the production and supply chain; or
  - iii. allocating customers, suppliers or territories; or
  - iv. bid-rigging; or
  - v. collusive bidding. Large fines and other sanctions may be imposed for unlawful conduct.
2. (a) In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors and agents of each of them. The auctioneer, agent, buyer and vendor shall be wholly responsible for the acts and omissions of their respective servants, contractors and agents. The term "auctioneer" includes, so far as the law and context permits, the vendor's agent.
- (b) When used in these terms the expressions "companion animals" means all animals originating from the same property on a particular day. Where lots are split and sent to multiple establishments, then all of these animals shall be regarded as companions.
3. The following applies in interpreting these terms and conditions:
  - (a) The following words have the following meanings: Fees means all levies, charges, fees, costs and other expenses incurred or relating to these terms and conditions and the sale and purchase of livestock including, without limitation, transaction levies, yard and weigh dues, cartage, advertising and rebates, and whether paid for, or incurred, by the agent; Livestock means animals auctioned pursuant to these terms and conditions; and Price means the amount at which the lot has been sold to the buyer referred to in clause 7 of these terms and conditions (i) plus any Fees and other expenses incurred in relation to the purchase of livestock that are payable by the buyer; and (ii) plus any GST added in accordance with clause 12.
  - (b) These terms and conditions are subject to legislation or regulation in the State in which the auction is conducted and in the event of any conflict then the legislation or regulation will prevail. The provisions of these terms and conditions are in addition to, and do not derogate from, the duties and rights of vendors, agents and buyers set out in legislation and regulation in the State in which the auction is conducted.

## CHAPTER TWO - STANDARD TERMS OF SALE

4. Subject to any reserve price, and to the right, prior to the fall of the hammer, of the vendor to withdraw any lot without declaring the reserve, the highest bidder shall be the buyer.
5. The auctioneer has the right to bid on behalf of the vendor provided that right is notified prior to the commencement of the sale and is subject to State law.
6. A bid cannot be made or accepted after the fall of the hammer unless, in accordance with clause 8, the auctioneer decides to put the lot up again.
7. Prior to the fall of the hammer the auctioneer shall announce the last bid and receive any further bids. The last price called by the auctioneer at the fall of the hammer shall be the amount at which the lot has been sold.
8. In the event of a disputed bid, the auctioneer is the sole arbitrator of the successful bidder or the auctioneer may decide to put the lot up again. The auctioneer's decision is final.
9. The auctioneer may refuse to accept any bid which, in the auctioneer's opinion, is not in the best interest of the vendor and need not give reasons for doing so.
10. A bidder shall be deemed to be a principal unless, prior to bidding, the bidder has given to the auctioneer a copy of written authority to bid for or on behalf of another person.
11. The successful bidder at a livestock auction sale must give to the auctioneer at the fall of the hammer:
  - (a) the purchaser's name; or
  - (b) the bid card number which identifies the purchaser; or
  - (c) the name of the person on whose behalf the successful bid was made; and
  - (d) the Property Identification Code (known as the "PIC") of destination.
12. The auction shall be conducted on the basis that the bid price shall be exclusive of Goods and Services Tax (GST). GST shall be added after the fall of the hammer for those sales subject to GST.
13. The vendor warrants;
  - (a) That the vendor has (or will have) the right to sell the livestock at the time of delivery; and
  - (b) That the purchaser will obtain title on completion of the purchaser's obligations under this contract including payment.

14. If a buyer does not comply with any of these terms and conditions, which includes the requirements of State law, any livestock 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 in immediate funds on receipt of a tax invoice. Payment is required prior to delivery unless some other time for payment is specified in an agreement between the buyer and the auctioneer that was made before the fall of the hammer. If, before delivery, payment has not been made then clauses 20 to 23 apply.
16. No person may bid unless, prior to the commencement of the sale, that person has made arrangements satisfactory to the auctioneer for payment for livestock purchased. If bids in breach of this condition are inadvertently accepted, delivery shall not be given until the purchase money is paid and any law, rule or practice to the contrary is accordingly negated as far as possible.
17. (a) Cattle sold on a liveweight basis that are weighed pre-sale are at the risk and expense of the buyer upon the fall of the hammer.
- (b) Cattle sold on a liveweight basis that are weighed post-sale are at the risk and expense of the buyer immediately after weighing.
- (c) All livestock other than cattle sold on a liveweight basis are at the risk and expense of the buyer upon the fall of the hammer.
18. (a) Subject to this clause the sale is complete on the fall of the hammer.
- (b) The time for rejection is the time commencing at the fall of the hammer and ending at the first of: (i) delivery is taken by a representative of the buyer; (ii) departure of the animal from the purchaser's delivery pen; or (iii) one hour after the last animal is: a. in the case of pre-sale weighing, sold; or b. in the case of post-sale weighing, weighed.
- (c) During the time for rejection the buyer may reject any animal which is lame, blind or diseased where that condition existed prior to the fall of the hammer but could not be reasonably observed when the animal was in the selling pen.
- (d) If the purchaser rejects an animal during the time for rejection then the sale of that animal is cancelled and the animal is returned to the vendor or sold on such terms as any buyer and the agent may agree, after the agent has disclosed the reason for rejection to that buyer.
- (e) This subclause applies only to cattle which are sold in Queensland at auction for slaughter. The agent has responsibility for the prevention of loss or escape (but not death, sickness or injury) of those cattle from the time of the fall of the hammer, for delivery to and from the scales, to the buyer's delivery pen and onto the buyer's nominated transport. This responsibility ends at the earlier of those cattle boarding the buyer's nominated transport or sunset on the day after the sale. This subclause does not apply if the agent makes an announcement to that effect prior to sale.
19. (a) Subject to the right of rejection in Clause 18, all conditions and warranties expressed or implied by law are hereby excluded from the sale to the extent that the law allows. All lots are open for inspection prior to the commencement of the sale and are sold with all faults, if any. No compensation shall be given for any faults, imperfections, errors of description, number in or of any lots sold or otherwise.
- (b) Any claim or objection arising out of an error or misdescription in the provision of relevant information in terms of legislation or regulation concerning the National Livestock Identification Scheme (NLIS) must be made by 5:00pm on the seventh day after the fall of the hammer. No objection, requisition or claim against the vendor or agent in respect of such error or misdescription can be made after that time.
- (c) Any statements made by the vendor or the auctioneer whether in writing or orally to the effect that any female has been pregnancy tested or scanned positive shall mean and require only that a certificate in writing shall be supplied to the buyer signed by a qualified veterinary surgeon or certified scanner certifying that the said female has been tested or scanned on the date specified in the certificate and that in the opinion of the surgeon or scanner was pregnant on that date.
- (d) For slaughter cattle, the agent undertakes to make every reasonable effort to ensure that any NLIS cattle device number is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.
- (e) For other slaughter livestock the agent undertakes to make every reasonable effort to ensure that the NLIS information is transferred from the saleyard PIC to the purchaser's PIC on the NLIS database no later than midnight on the day of the sale.
- (f) Where livestock have a food safety or market eligibility status derived from the National Vendor Declaration (NVD) and/or the NLIS/ERP database, the agent will inform the buyers by presale catalogue and/or announce the status prior to the offering of those lots.
20. If delivery is made to, or possession obtained by, the buyer or its representative before full payment of the Price, then until full payment is received, the buyer:
- (a) does not acquire title to the livestock;
- (b) holds the livestock as bailee only for the vendor;
- (c) must act in a fiduciary capacity in its relationship with the vendor;
- (d) must store the stock separately or so that they are readily distinguishable from other livestock owned by the buyer;
- (e) is responsible for the safety and well being of the livestock;
- (f) may make a bona fide sale for market value of any or all of the livestock. As between the buyer and the subsequent buyer, the sale shall be made by the buyer in its own name and not as agent for the vendor, however as between the vendor and buyer, the sale shall be made as bailee and agent for the vendor; and

(g) must keep and account for the proceeds of any subsequent sale separately from its other money and hold those proceeds, together with the benefits of any rights against subsequent buyers, on trust for the vendor.

21. The purchaser agrees that:

- (a) Clause 20 creates a registrable security interest under the Personal Property Securities Act (Cth) 2009 (PPSA);
- (b) the Purchaser acknowledges the rights of the Seller (and/or the Agent if Clause 25 applies) to register a financing statement under the PPSA with respect to the security interest created by this clause;
- (c) the Livestock are collateral for the purposes of the PPSA;
- (d) to the extent permitted, the Purchaser waives any right the Purchaser has under the PPSA to receive notices; and
- (e) the date upon which the security interest created by this clause comes into force is the first date on which livestock are delivered pursuant to this contract

22. The buyer may not make any claim against the vendor for actions by the vendor or its agent under clauses 20 or 21 and indemnifies the vendor and its agent against any loss, damage, costs, expenses, penalties, fines or claims suffered by the vendor, the agent or any person or entity arising from the vendor exercising its rights under clauses 20 or 21.

23.1. Clause 23 applies whenever the agent pays the vendor before being paid by the buyer, which the agent is not bound to do. The agent is then the del credere agent of the vendor at law.

23.2. The vendor hereby gives notice to the buyer of the assignments referred to in clause

23.3. 23.3. When this clause applies, in addition to any rights of the agent that arise by operation of the law, the parties agree that, subject to clause 23.5 the agent is subrogated to all rights of the vendor under these terms and conditions against the buyer.

23.4. The vendor acknowledges that the agent may take enforcement, repossession or other action to recover any livestock for which the buyer has not paid in full, or the Price of such livestock, owing by the buyer under these terms and conditions:

- (a) when this clause does not apply, as agent of the vendor (including by reselling the livestock); and
- (b) when this clause applies, on the agent's own behalf exercising the rights of the vendor by subrogation or assignment under these terms and conditions (whether in the vendor's name or not) and, where title to the livestock has not passed to the agent, by selling the livestock as agent of the vendor without the agent having to account to the vendor for the proceeds of sale.

23.5. The agent may at any time, assign, transfer, securitise or otherwise dispose of all or any of its rights under these terms and conditions and any debts created pursuant to it (including, without limitation, the rights assigned to it under clause 23.3).

23.6. The vendor hereby irrevocably appoints the agent as the vendor's attorney to:

- (a) do at any time and in any manner as the agent thinks fit all acts necessary or desirable to perfect or improve the rights and interests afforded, or intended to be afforded, to the agent under these terms and conditions; and
- (b) appoint one or more sub-attorneys to do anything that the agent may do as the vendor's attorney.

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

23.8. The buyer acknowledges that the provisions of this clause 23 are intended solely for the benefit of the agent (and its assigns) and the vendor. The liabilities and obligations of the buyer will not be in any way affected:

- (a) by this clause 23, other than as it expressly provides; or
- (b) by the failure of the agent or the vendor or either of them to comply with the terms of this clause 23.

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

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

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

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

25. (a) The auctioneer has been retained by the vendor as auctioneer for the purpose of selling the livestock comprised in the lots. The terms of engagement between the auctioneer and the vendor do not extend to the provision of advice by the auctioneer to the vendor in relation to the safety or otherwise of the sale ring, the saleyards and the surrounding environments.

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

### **CHAPTER THREE – VENDOR WARRANTY FOR CORRECT PRESENTATION AND DECLARATION**

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

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

- (a) pass government and other regulatory authority requirements and inspections at the time of slaughter;
- (b) are of merchantable quality;
- (c) carry an NLIS device in accordance with State law;
- (d) in the case where a representation has been made in the pre-sale catalogue that the livestock have particular characteristics or are fit for a particular purpose or market, and such representations are based on information in any document, the livestock will have those characteristics or will be fit for the particular purpose or market; and
- (e) all information in any document provided by the vendor is true, complete and correct in all material respects.

28. In the event of a breach by the vendor of the vendor's warranty and provided such breach is notified by the buyer to the agent by 5:00pm on the 7th day after the fall of the hammer then the buyer is not liable to pay the portion of the Price of such of the vendor's livestock to which the breach applies.

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

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

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

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

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

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

### **CHAPTER FOUR - OWNERS RISK FOR CONDITION OF CATTLE**

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

34. Owners risk reflects the producer's responsibility to provide slaughter cattle for sale that are fit for human consumption. Cattle are fit for human consumption if they are not condemned as unfit by government. Owners risk applies if the condemnation is due to a condition in the animal which the buyer establishes, by the relevant government certificate, existed prior to the fall of the hammer.

35. A buyer with the benefit of owners risk protection is not liable to pay the Price of that animal to the vendor. The buyer remains nevertheless liable for all costs incurred after the fall of the hammer in transport, slaughter, testing and disposal of the animal.

36. Owners risk protection is available to the buyer of cattle to which this chapter applies if all of the following are satisfied:

- (a) a certificate is issued by government which states the relevant NLIS RFID tag number and PIC, the date of the certificate, the reason for condemnation and that the reason for condemnation existed prior to the fall of the hammer;
- (b) the certificate is received by the selling agent either in its original form or by fax or electronic communication in the form of data, text or imaging by 5:00pm on the 7th day after the fall of the hammer; and
- (c) if the condemnation is due to chemical residue the certificate follows testing in a government approved laboratory which establishes maximum residue limits in excess of the Australian limit.

37. Owners risk does not apply, and the buyer must pay for the cattle, if the reason for condemnation is any of bruising, fever, partial condemnation or emaciation.

## CHAPTER FIVE - NOTICES REQUIRED BY LEGISLATION

### NSW Property, Stock and Business Agents Act 2002 Warnings

Penalties for collusive practices. It is an offence against the Property, Stock and Business Agents Act 2002 for a person to do any of the following as a result of a collusive practice, or to induce or attempt to induce another person by a collusive practice to do any of the following:

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

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

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

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

### WA Auction Sales Act 1973 s31 NOTICE.

It is an offence to:

- (i) induce or attempt to induce another person to abstain from bidding by means of a promise, expressed or implied, that the other person will have the right to elect to take over as buyer or to toss or draw lots to establish who is to become the owner;
- (ii) abstain or agree to abstain from bidding as a result of such a promise;
- (iii) knowingly enter or permit or cause to be entered in the auctioneer's record any name other than that of the actual successful bidder;
- (iv) enter in the auctioneer's record the name of the buyer other than that of the actual successful bidder; or
- (v) in the case of successful bidder supply wrong information as to the name of the buyer to the auctioneer or to any person, firm or corporation on whose behalf the sale is conducted.

The vendor, or any person on behalf of the vendor, or the auctioneer have the right to make no more than three bids.



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# BALONNE BRANCH APPROVED ASH SALE

Incorporates – Coolum ASH Stud Dispersal Sale

23<sup>rd</sup> March 2019



Australian Stock Horse

Commission will be payable by the vendor to the Auctioneer in respect of each Lot catalogued and sold.

## PURCHASER'S INSTRUCTIONS

Name: ..... Bid Card Number: .....

Address: .....

.....

Town: ..... State: ..... Postcode: .....

Telephone: (.....) ..... (.....) .....

Lots Purchased	Amount Paid	TRANSFER REGISTRATION CERTIFICATE TO:	
		ASH Membership Name	ASH Membership No:
Lot No. .... \$.....	.....	.....	.....
Lot No. .... \$.....	.....	.....	.....
Lot No. .... \$.....	.....	.....	.....
Lot No. .... \$.....	.....	.....	.....
Lot No. .... \$.....	.....	.....	.....
Lot No. .... \$.....	.....	.....	.....

Delivery/Trucking Instructions:       Own       Other

If other, Transport Name:

Date Horse Leaving: .....

Insurance (Death Only):       Yes       No

If Yes, period required: .....

**Signature:** .....

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