
AUSSIE LAND & LIVESTOCK
30 quality red & black bulls
11am
26 September
Coolabunia Saleyards
Kingaroy
Gold Ribbon
GELBVIEH & BALANCER
BULL SALE
OPEN DAY:
29 August
11am-2pm
Midas Gelbvieh
351 Hetheringtons Rd, Manyung Q 4605
Agents:
Aussie Land & Livestock (07) 4162 2233
Contacts:
Chris Braithwaite 0429 073 758
Brian Kaddatz 0429 821 593

Welcome

It is our pleasure to welcome you to the Inaugural Gold Ribbon Gelbvieh & Balancer Bull Sale.

This sale brings together six vendors who share a passion for Gelbvieh cattle and a commitment to producing practical, productive genetics suited to Australian beef operations. Blue Stone Valley, Crosshill Gelbvieh, Merrindale Gelbvieh, Midas Gelbvieh, Weetalabah Gelbvieh and Balancer Australia are proud to come together for this inaugural offering.

Gelbvieh cattle have plenty to offer both commercial and stud producers. Renowned for their fertility, maternal strength, growth, temperament and carcase performance, Gelbvieh genetics can add real value across a wide range of breeding programs. Their ability to contribute extra performance through hybrid vigour makes them an excellent option for commercial crossbreeding, while their strong maternal and performance traits remain valuable to seedstock producers.

Balancer cattle combine the proven strengths of Gelbvieh with Angus genetics, offering a practical blend of maternal ability, growth, carcase quality and adaptability. Together, Gelbvieh and Balancer genetics give breeders the opportunity to select cattle that perform in the paddock and add value throughout the production chain.

The bulls presented in this catalogue represent a range of breeding programs, bloodlines and types, giving buyers the opportunity to select genetics to suit their herd and production goals. Behind every bull is the commitment and careful selection of the breeders who have brought them forward for this inaugural sale.

We sincerely thank everyone who has supported the Gold Ribbon Gelbvieh & Balancer Bull Sale, particularly our sponsors, agents, supporters and prospective buyers. We appreciate the encouragement and interest we have received.

We invite you to inspect the bulls, talk with the vendors and find out more about what Gelbvieh and Balancer genetics could bring to your herd.

Thank you for joining us for our inaugural sale, and we wish all buyers every success with their purchases.

Gold Ribbon

GELBVIEH & BALANCER BULL SALE

Saturday 26 September 2026

Coolabunia Saleyards, Kingaroy

Commencing 11.00 am

28 BULLS

22 Registered Gelbvieh Bulls
1 Commercial Gelbvieh Bull
4 Registered Balancer Bulls
1 Commercial Balancer Bull

AUSSIE LAND & LIVESTOCK

STOCKLIVE

SELLING AGENTS

Midge Thompson 0427 710 018
Chris Crouch 0429 656 162

SALE CONTACTS

Chris Braithwaite 0429 073 758
Brian Kaddatz 0429 821 593

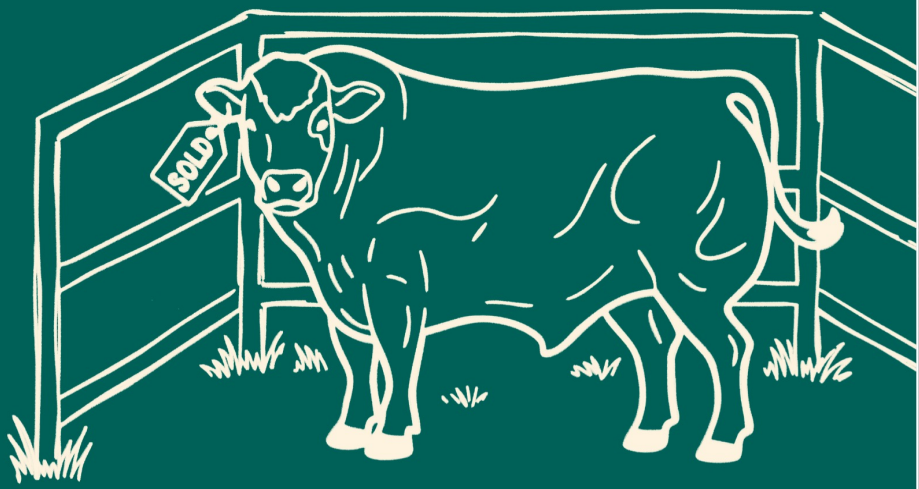
Protection that starts at the sale

Cover that moves with your bulls, from yard to paddock. WFI livestock insurance can help cover death and loss of use caused by accident or disease.

Speak with Olivia Wornham on site to arrange insurance before your bulls leave the yard.

0458 807 423

olivia.wornham@wfi.com.au



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Olivia Wornham has been authorised by Wornham Insurance Solutions Pty Ltd to provide financial services on behalf of WFI. Wornham Insurance Solutions Pty Ltd is an Authorised Representative of WFI.

wfi Insurance

WFI1367 REV2 07/26

SALE INFORMATION

INSPECTIONS

Cattle will be yarded in pens at the Coolabunia Sale Complex and available for inspection from 2pm on Friday 25 September and from 8.30am on sale day. Inspections prior to the sale day can be arranged by contacting Midge Thompson on 0427 710 018 or Chris Crouch on 0429 656 162.

GST

All animals will be sold exclusive of GST. Please account for this when bidding.

STOCKLIVE

We will have live video and audio online bidding with StockLive. Please "Register to Bid" at least 24 hours prior to the sale by going to stocklive.com.au. Please phone 1300 259 742 for any further help with the process. A StockLive agent will be at the sale to help with any enquiries as well.

BIDDING/BUYER NUMBER SYSTEM

The sale will follow the bidding/buyer number system.

PHONE BIDDING

In addition to StockLive, we will have agents available to place bids on your behalf by phone. Please contact any of the agents listed, prior to the sale.

AGENTS REBATE

A 3% rebate to any outside agents who attend the sale with, or accompany clients prior to the sale to view bulls, or buy on behalf of their clients and settle within 7 days. 1% rebate to any outside agents introducing approved buyers to the vendors prior to the sale and settling on their behalf withing 7 days of the sale.

ANIMAL HEALTH

All bulls have received the following assessments and vaccinations:

- Semen tested and morphology. Semen results, both crush side and morphology will be available on the sale day via our Supplementary Sheet.
- 7-in-1
- Pestivirus
- Blooded
- 3-Day Sickness

INSURANCE

We highly recommend insuring your purchase, especially in that first 12 months after purchase. From the fall of the hammer, all animals become the responsibility of the purchaser. Any loss, injury, illness or death occurring after the sale, including while the animals remain in the saleyards or during transport, is at the purchaser's risk and is not the responsibility of the vendor.

FREIGHT REBATE

A Freight Rebate can be negotiated with the vendors for higher value bulls and/or multiple purchasers.

SALE INFORMATION

DISCLAIMER AND CONDITIONS OF ENTRY

- All persons entering the property, attending the sale or participating in any sale-related activity do so entirely at the own risk.
- To the maximum extent permitted by law, the vendors, the selling agents, auctioneers, and their respective employees, contractors and agents accept no liability for any loss, damage, injury, illness or death, or for any theft, loss of or damage to property, arising from or in connection with attendance at the property or participation in the sale, except to the extent such liability cannot be excluded by law.
- Attendees acknowledge that livestock sales and rural properties involves inherent risks and accept responsibility for their own safety and the safety of any persons accompanying them.
- Every care has been taken in preparing this catalogue and the information provided in connection with the sale. However, all information is provided in good faith and is believed to be accurate at the time of publication. Neither the vendors nor the parties referred to above make any representation or warranty as to accuracy or completeness of the information provided and accept no liability for any error, omission or inaccuracy. Purchasers must rely on their own enquiries and inspection in assessing any livestock offered for the sale.

WORK HEALTH AND SAFETY

For the safety of all attendees, we request that children and anyone who is not an agent or vendor do not enter the individual yard areas at any time. All children attending the sale complex must be under direct supervision of a responsible adult at all times.

REGISTRATION STATUS

Every animal has an individual registration status that can be found against their lot in the catalogue. Please note that not all animals in the sale are registered.

CATERING

- Catering will be available before, during and after the sale, with a selection of food and refreshments available for purchase.
- All proceeds from catering will be donated to a charity chosen by the Gold Ribbon Gelbvieh & Balancer Bull Sale vendors**.**
- We encourage everyone to enjoy a bite to eat while supporting a worthwhile cause.

ACCOMMODATION

Coolabunia Saleyards is in between Kingaroy and Nanango. We recommend booking early to secure accommodation.

- Kingaroy Country Motel (07) 4162 1966
- Room Motels Kingaroy (07) 4162 5115
- Ascot Lodge Motor Inn Kingaroy (07) 4162 8333
- Burke & Wills Motor Inn (07) 4162 2933

TICK CLEARANCE

Coolabunia is a ticky venue. All animals will come to the saleyards pretreated for ticks. All cattle going to the clean country will be dipped through the saleyards plunge dip prior to departing.

BUYER'S INSTRUCTIONS

At the completion of the sale all successful purchasers are required to attend the office and complete a buyer's instruction and delivery sheet.

STOCKLIVE

Steps To Register



Using your chosen device visit www.stocklive.com.au



Click BID located next to the sale you wish to participate in.



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LOGIN & find sale you wish to bid on, click Request to bid tick the box & click Confirm Accept Terms.



On Sale Day

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Invoicing and delivery will be carried out as per your registration & account details by the respective selling agents.



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www.stocklive.com.au

Level 12, 1 Eagle Street, Brisbane, QLD 4000
StockLive ABN 26 621 233 805

VENDOR: MIDAS GELBVIEH

Chris Braithwaite
157 Reifs Rd, Tablelands
Phone: 0429 073 758
Email: chris@midascattle.com.au



For more than 35 years, Midas Gelbvieh has been committed to breeding quality Gelbvieh cattle that combine performance, functionality and longevity.

The Midas story began in 1990 when Chris Braithwaite and Robert Smith first saw Gelbvieh cattle exhibited at the Brisbane Ekka. Impressed by the cattle and the breed's performance figures, they began investigating Gelbvieh genetics and established what would become Midas Gelbvieh. Foundation females were sourced from respected Australian breeders, while embryos from the USA introduced new genetics into the developing herd. Since taking on the Midas Stud name in 1998, Chris has continued to build and refine the herd.

At the heart of the Midas breeding program is a focus on producing sound, functional cattle that perform in both stud and commercial operations. Bulls are selected for length, frame, muscle, conformation and softness, while females must demonstrate structural soundness, longevity, milk and the ability to consistently raise quality calves.

Midas has also placed a strong emphasis on introducing genetics that complement and expand the Australian Gelbvieh gene pool. This has included the use of leading Australian and international genetics, providing an important outcross option for Australian breeders.

The strength of the Midas breeding program has been demonstrated through decades of showring success. Since commencing regular showing in 2004, Midas cattle have collected championships at local shows, the Brisbane Ekka, Sydney Royal Show and Beef Australia. Among the many highlights have been Champion and Grand Champion Gelbvieh exhibits, interbreed success and numerous breeder group awards.

While showring success is rewarding, the real measure of the Midas program is how its genetics perform in commercial herds. Midas bulls have been used successfully across Brahman, Brangus, Droughtmaster, Santa Gertrudis, British and European-cross females, with producers reporting excellent temperament, low birthweights, strong growth, weight for age, fertility, milk and carcase performance.

The bulls offered at the Gold Ribbon Gelbvieh & Balancer Sale represent generations of considered breeding, proven genetics and Midas' continued commitment to ***quality, consistency and practical performance***.

VENDOR: MERRINDALE GELBVIEH

Brian and Jasmin Kaddatz
4687 Wide Bay Highway, Cinnabar
Phone: 0429 821 593
Email: merrindalegelbvieh@gmail.com

Brian and Jasmin Kaddatz, along with their family, are proudly continuing the Kaddatz family's long-standing dedication to the Gelbvieh breed. The family's involvement with Gelbvieh began in 1989 in Mackay, Queensland, where they were among the early pioneers promoting the breed in tropical Australia. Today, Brian and Jasmin are building on that strong foundation, continuing a family tradition of breeding and promoting Gelbvieh cattle while developing Merrindale Gelbvieh for the next generation.

From the beginning, the Kaddatz family were innovators, becoming the first in Australia to cross Gelbvieh with Bos Indicus cattle. These early breeding programs demonstrated the advantages Gelbvieh genetics could bring to tropical beef production, combining adaptability and tick tolerance with hybrid vigour, growth, maternal ability and improved carcase quality.

This work brought together a close-knit group of like-minded breeders searching for cattle that could thrive in tropical conditions while maintaining the productivity and meat quality demanded by the Australian beef industry. From this collaboration, **Australian Tropical Gelbvieh (ATG)** was developed. Over the years, ATG built an impressive stud herd focused on producing practical, productive cattle suited to Australian commercial conditions.

After being involved in partnership with ATG, Merrindale Gelbvieh purchased the ATG herd in early 2025. The Kaddatz family is now continuing to develop these genetics, incorporating carefully selected bloodlines from Canada and the USA while maintaining a strong focus on cattle that perform under Australian conditions.

Merrindale is committed to the continual improvement of their herd, using data and feedback from carcase competitions to objectively assess performance and help guide future breeding decisions. Combining proven genetics, visual assessment and measurable carcase performance ensures the Merrindale herd continues to evolve and produce functional, productive cattle suited to Australian conditions.



From pioneering Gelbvieh genetics in tropical Queensland to developing the next generation of cattle at Cinnabar, the Kaddatz family remains committed to producing functional, productive Gelbvieh cattle that perform in Australian conditions. It is a breeding philosophy built on decades of experience, proven genetics and a commitment to the future — ***"Performance Backed by Tradition."***

VENDOR: CROSSHILL GELBVIEH

MJ & SM Agnew and JG & JA Fulton
401 Oakey Crosshill Rd, Oakey
Phone: 0477 010 585
Email: mike.agnew54@outlook.com

Our involvement with Gelbvieh cattle began in the early 1990s, when we started breeding with approximately half of the original Midas herd. Since then, we have continued to develop our program through the purchase of females from both Midas and Norolle studs, building a herd based on sound, functional cattle and proven genetics.

We established our registered Gelbvieh stud in approximately 2010, with a clear focus on producing cattle that can perform in the commercial industry. For us, Gelbvieh is a breed chosen for its outstanding commercial traits — weight for age, natural fat cover, fertility and mothering ability — combined with the muscle, structure and doing ability required in modern beef production.

Our breeding program places a strong emphasis on selecting females with good structure, plenty of volume and capacity, sound udders and the milking ability to raise a good calf. These females form the foundation of our herd and are joined to carefully selected Australian and North American genetics to continually improve the quality and performance of the next generation.

While our primary focus has always been on producing cattle that work commercially, we commenced showing cattle in 2025 and have been very pleased with the results. The highlight has been winning Junior Champion Heifer at the Ekka in both 2025 and 2026 with full sisters, demonstrating the consistency of the genetics we are breeding. In 2026, we were also proud to achieve Reserve Senior Bull, further reinforcing our confidence in the direction of our program.

We believe these results are a reflection of a breeding philosophy that does not compromise functionality for appearance. Our aim is to breed cattle that are structurally sound, productive and efficient, while also having the type and quality to compete successfully in the show ring.

We are particularly proud of the bulls we have entered in this sale. They represent many years of breeding, selection and investment in Gelbvieh genetics, and we believe they offer commercial producers the opportunity to add growth, muscle, maternal ability and doing ability to their herds.



Our goal remains simple: ***breed Gelbvieh cattle that work in the paddock, perform in the sale ring and stand the test of time.***

VENDOR: WEETALABAH GELBVIEH

Aderian & Julie Nixon
1091 Dulacca South Rd, Dulacca
Phone: 0414 253 936
Email: weetalabah@gmail.com

Genetics. Performance. Consistency.
Established in 1999, Weetalabah Gelbvieh is a family-owned and operated business based at Dulacca, Queensland, running approximately 60 red and black Gelbvieh females. The Nixon family began with a belief in the breed after seeing the outstanding results Gelbvieh genetics achieved over Hereford, Angus and Black Baldy females in Australia.

With generations of cattle-breeding experience behind them, Aleacea and Lyall will become the fifth generation of the family involved in cattle breeding, carrying forward a tradition built on practical experience, sound cattle and a commitment to continually improving genetics.

Built for Australian Conditions
Weetalabah cattle are run under tough commercial conditions on grass, with calves receiving no creep feed or assistance prior to weaning, apart from mineral licks. Cows are expected to calve, milk and raise a calf through the challenging seasons of the Dulacca district. This environment quickly identifies cattle that can genuinely perform.

Our focus is on quiet, fertile, structurally sound and functional cattle, with strong maternal ability, high-milking females, sound udders, medium frames, soft skin and predominantly polled genetics. We aim to produce low-birthweight calves that grow, thrive and perform.

Genetics with Purpose
The herd was established with carefully selected Australian genetics and has continued to evolve through valuable trips to America and Canada, introducing award-winning and performance-proven bloodlines. Our goal is to develop genetics suited to Australian conditions while remaining, where possible, an outcross to existing Australian genetics.

Proven Performance
Since first showing at the Ekka in 2004, Weetalabah has almost every year won one or more major Champion awards. Highlights include Grand Champion Female and Grand Champion Male in both 2015 and 2019.

Our home-bred sire Vector further demonstrates this consistency, winning Grand Champion Bull as a nine-month-old in 2025 and again at 21 months in 2026. Vector will now return to the herd as a home-bred sire.

Genetics That Work
Weetalabah genetics have been sold throughout Australia, New Zealand and Paraguay, successfully contributing to stud and commercial herds. Our bulls have been used over a variety of different breeds and crosses, demonstrating the versatility of the breed.

The bulls offered in this sale come from the heart of the Weetalabah herd, carrying proven, successful genetics. Both are black-hided and can produce both red and black calves, offering the best of both worlds.

We proudly guarantee every bull we sell and thank all our past and present buyers for their confidence and support.

Aderian, Julie, Aleacea & Lyall
Weetalabah Gelbvieh

"Cows that milk. Calves that thrive."

VENDOR: BLUE STONE VALLEY GELBVIEH

Peggy & Stan Porter
1143 Barambah Rd, Moffatdale, QLD, 4605
Phone: 0408 684 979
Email: roselock4606@gmail.com

After spending our lives in both the cropping and commercial cattle industries, working with a number of well-known beef breeds, we relocated to Moffatale looking for a new challenge and a breed that truly stood apart.

Over many years we had admired the outstanding Gelbvieh cattle bred by our local veterinarian. Every visit to the veterinary surgery was a reminder of the breed's quality, with photographs of champion Gelbvieh cattle lining the walls. Their structural correctness, depth, softness and quiet nature left a lasting impression.

When the opportunity came, we purchased our first stud females, sired by Midas Napoleon and Glendale Pivotal, before leasing the young sire Midas Valentine, a son of the renowned GR CH RWG Right Combination, from the highly respected Midas Gelbvieh Stud.

From the beginning, our breeding philosophy has been simple: produce practical, profitable cattle that perform in the paddock. We focus on structurally sound, fertile cattle with calving ease, exceptional growth, strong maternal traits, excellent carcass quality and, above all, quiet, reliable temperaments that make them a pleasure to handle.

Our aim is to breed predictable, high-performing genetics that thrive across a range of Australian environments while delivering long-term profitability for commercial producers.

Having worked with many breeds throughout our farming lives, we can honestly say that once we discovered Gelbvieh, there was no looking back. Their combination of performance, maternal ability, docility and efficiency is second to none.

We are proud to be local breeders, passionate advocates for the Gelbvieh breed, and committed to producing quality cattle that will continue to strengthen Australian beef herds for generations to come.



BALANCER

CATTLE AUSTRALIA

At **BALANCER CATTLE AUSTRALIA** we meticulously select only the finest cattle to create superior breeds with exceptional genetics, growth, temperament, and physical characteristics.

Much like crafting a premium whisky, the quality of our ingredients is paramount. That's why we handpick our Red Angus bulls and Gelbvieh cows to ensure we produce animals that not only meet but exceed our customers' expectations.

All Balancer cattle undergo genetic testing and evaluation to breed quality livestock.

We invite you to inspect Balancer Cattle firsthand.

Red Angus bull



Gelbvieh cow and Balancer calf



For inquiries please contact:
Col Partington at 0418 881 706

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balancercattle.com.au

VENDOR: BALANCER AUSTRALIA

Thinking outside the box with Red Angus & Gelbvieh Cattle

Red Angus and Gelbvieh have long been recognised for their benefits in enhancing performance and maximising productivity, but their cross-breeding advantages hold untapped potential.

One breeder who is advocating for the strength of Red Angus and Gelbvieh as the go-to solution in cross breeding is Colin Partington from Balancer Cattle Australia.

Colin, alongside his wife, Rhondell, and their family, run a mixed beef breeding program at Apple Tree Creek, 20 kilometres out of Kilcoy in Queensland.

With their Senepol x Belmont Red composites consistently prevailing as their bread and butter within their operation, Colin was interested in exploring hybrid vigour in a new direction.

It was during discussions with a local friends Brian and Jasmin Kaddatz and a trip to Canadaian Western Agribition in Saskatchewan that they discovered Balancer cattle - a combination of Red Angus and Gelbvieh that sparked the inspiration to bring something different to the Australian market.

“When we went to the Agribition in Canada in 2023, there were some breeders who talked about Balancer cattle and how successful the product was doing in the USA and Canada,” Colin said.

“So, we then said, look there’s something in this, we should continue our experiment in Australia.”

Whilst it’s in the early stages, Colin said they’re already impressed with the first drop of Balancer calves that have hit the ground.

“We started in September 2022 with Red Angus, registering under the name Redbull,” he said.

“We weren’t aware of many people [breeding Red Balancer] in Australia and so we said look, let’s give it a shot. In 2023, we bought about 15 stud Gelbvieh cows from Brian and Jasmin Kaddatz and Chris Braithwaite at Murgon, and then we purchased our first Stud Red Angus bull from the 2023 Power of Red Sale from David Hobbs - Round Em Up The Night T1. So far, we’re really impressed with it. They’ve got great structure, we’ve had no calving problems, and the fundamentals of the animals look really good to us - the straightness, the structure, the bone, and the composition.”

VENDOR: BALANCER AUSTRALIA

With their focus on building numbers and measuring performance, Colin said for them it's about finding the best Red Angus and Gelbvieh genetics and blending them to breed a point of difference for our customers.

Using a range of raw data, EBVs, and inspecting prospective stud additions, Colin places a strong emphasis on selecting high performing animals that will contribute positively towards their breeding objectives.

"We use a combination of EBVs and selecting off phenotype when buying cattle to form the foundation of our breeder herd. I think you've always got to run your eye over them. We're looking at the structure of the animal, legs and feet, growth rates, and traits that get tested and scanned."

With the Balancer calves that are on the ground, Colin is measuring and recording performance through genomically determined EBVs and has developed their own selection criteria for crossbreeding.

"It's like any product; you've got to experiment until you find the right mix. We genetically test everything, so we know exactly where they sit in their DNA. We're investing in the best of the best and blending them to produce superior, exceptional genetics, like blending a special whiskey. That's why we hand-pick our Red Angus bulls and Gelbvieh females to produce the quality animals for our customers."

The decision to use a Red Angus sire over Gelbvieh females presented as the obvious choice and we are seeing some very interesting performance and characteristics develop from such.

"Red Angus have built such a strong brand and reputation throughout Australia. When you look at a Red Angus and its characteristics, it's a proven and sort after product. It adds critical ingredients of temperament, structure and softness into the product, so I think our choice was to definitely go that way. The temperaments that we're seeing are great. At some stage we will reverse it and go the other way with a Gelbvieh bull over Red Angus females, but for now we're focusing on building our herd base stud herd."

The Partingtons recently acquired a registered stud cow and heifer calf from the 2024 Power of Red Sale from Stud Breeders Allan and Lucie Brown - Keen Edge Red Dina T1 to add to their bank of genetics. Colin said they are now looking into the option of bringing back embryos from America to diversify the genetic pool for producing Balancer cattle in Australia.

VENDOR: BALANCER AUSTRALIA

He says their mission is to, “develop the breed, build up the market, prove the characteristics of the animals, give the buyer points of differentiation, stand behind the product, and support the customer”.

“I see these bulls fitting into the South-East Queensland, Northern NSW and Western Queensland type of market. They’re some restrictions at this point in time that will determine where you can successfully put them, but they’re certainly hardy enough animals. One clear focus we have is introducing and developing a slick coat Red Angus to put across the Gelbvieh females to expand our market geographical options.

With Colin’s experience tracing back to his former years in Western Australia’s Pilbara country, he stands behind his belief that hybrid vigour is the way forward in an ever-evolving beef industry.

“If you haven’t got a point of differentiation, then you’re in the general market with everybody else, but if you want to give the buyer a point of differentiation, you have to look at it with different glasses on.” Leveraging the robustness and soundness of the Red Angus and Gelbvieh breed is an ideal cross breeding strategy for boosting the producer’s bottom line, enhancing weaner weights, accelerating growth, and retaining a high-quality beef product.



REFERENCE SIRES



MIDAS NAPOLEON NOO7



RWG EXACT COMBINATION 7409



SUMMIT NULLABOR P0133



ROUND-EM-UP THE NIGHT T1



GLENDALE PIVITOL P31



WEETALABAH 21D STALLONE S228

REFERENCE SIRES



EXCEL S11



AWB BIRCH'S THE BOXER 21D



MIDAS REGAL VALENTINE S02

GOOMERI

1 BOONARA STREET
GOOMERI 4601

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219 Kingaroy Street, Kingaroy QLD

Mundubbera
(07) 4165 4804
42 Lyons Street, Mundubbera QLD

1 MIDAS V13

DOB: 26 /06/2024	ID: MGCV013	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



MIDAS FRANCISCO F028

SIRE: MIDAS NAPOLEON N007

MIDAS WINDLASS L037

MIDAS G045

DAM: MIDAS ASTER N051

MIDAS ASTER F008

What a bull!! EKKA 2025 Reserve Junior Champion. Great growth rates. Weaned at 448kg at 8 months. Showing again at EKKA 2026.

Purchaser: _____ **Price: $** _____

2 MIDAS V16

DOB: 14/09/2024	ID: MGCV016	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



GLENDALE NAVIGATOR

SIRE: GLENDALE TORPEDO T16

GLENDALE JUST CANDY

RWG EXACT COMBINATION 7409

DAM: RIVERSLEIGH 605

RWG KITTY'S DREAM 6526

This bull is from a cow from the renowned Royal Western Gelbvieh in Alberta Canada by a Glendale bull – A stocky meat machine.

Purchaser: _____ **Price: $** _____

3 MIDAS V41

DOB: 01/11/2024	ID: MGCV041	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



VV ZAKE 114Z

SIRE: GLENDALE PIVITOL P31

GLENDALE HONOR

MIDAS NAPOLEON N007

DAM: MIDAS EMM S015

MIDAS EMM G042

This bull is from a very productive cow family the Emm Family who have been highly successful in the show arena – he will be a credit to them.

Purchaser: _____ **Price: $** _____

4 MERRINDALE VALENTINO

DOB: 14/02/2024	ID: KF5V216	POLLED	PUREBRED	COLOUR: Honey/Red	REGISTERED: Yes



SUMMIT MITRE M010

SIRE: SUMMIT NULLABOR P0133

SUMMIT CRYSTAL H34

MIDAS G045

DAM: MIDAS ALICE M026

MIDAS ALICE B032

Valentino is a well-balanced sire combining excellent muscling, structural soundness and a quiet, reliable temperament. He moves freely and is an adaptable bull suited to a wide range of breeding programs. Ready to go straight to work, Valentino offers the performance and functionality to add value to any herd.

Purchaser: _____ **Price: $** _____

5 MERRINDALE VICTOR

DOB: 08/05/2024	ID: KF5V474	POLLED	PUREBRED	COLOUR: Honey/Red	REGISTERED: Yes



SUMMIT MITRE M010

SIRE: SUMMIT NULLABOR P0133

SUMMIT CRYSTAL H34

NOROLLE 49 HORNET H105

DAM: A.T.G. PATCHES

A.T.G. K0315

Victor is a moderate-framed bull with an outstanding temperament, excellent muscling and impressive body length. While not the biggest bull in the pen, he offers the ideal combination of calving ease, structure and performance, making him a particularly suitable choice for use over heifers. A practical, well-balanced sire with plenty to offer.

Purchaser: _____ **Price: $** _____

6 MERRINDALE VETERAN

DOB: 11/11/2024	ID: KF5V480	POLLED	PUREBRED	COLOUR: Honey/Red	REGISTERED: Yes



SUMMIT MITRE M010

SIRE: SUMMIT NULLABOR P0133

SUMMIT CRYSTAL H34

NOROLLE 49 HORNET H105

DAM: A.T.G. NADINE 361

A.T.G. EBONY 230

The youngest bull in our offering, he combines exceptional growth with the added advantage of being homozygous polled. Well-balanced throughout, he displays excellent muscling, strong bone structure and desirable fat cover. With his combination of performance and genetics, he will be a valuable addition to either a commercial or stud breeding program.

Purchaser: _____ **Price: $** _____

7 MIDAS V54

DOB: 06/12/2024	ID: MGCV054	POLLED	PUREBRED	COLOUR: Black	REGISTERED: Yes



RWG RIGHT COMBINATON 5506

SIRE: RWG EXACT COMBINATION 7409

RWG HADIE 3505

BEAS 2806Z

DAM: RWG KITTY'S DREAM 6526

RWG ROXY KITTY X 0301

This bull is an ET calf from the renowned Royal Western Gelbvieh in Alberta Canada. His birthmark should be easy to see – his siblings have been snapped up by breeders for performance and fertility.

Purchaser: _____ **Price: $** _____

8 MIDAS V33

DOB: 22/10/2024	ID: MGCV033	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



MIDAS FRANCISCO F028

SIRE: MIDAS NAPOLEON N007

MIDAS WINDLASS L037

GLENDALE PIVITOL P31

DAM: MIDAS TANYA R032

MIDAS TANYA M021

This bull was a twin and his mother reared both in the paddock and went back in calf no problem. He is a credit to his mother and will fit into any breeding operation.

Purchaser: _____ **Price: $** _____

9 MIDAS V26

DOB: 15/10/2024	ID: MGCV026	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



MIDAS FRANCISCO F028

SIRE: MIDAS NAPOLEON N007

MIDAS WINDLASS L037

MIDAS G045

DAM: MIDAS WINDLASS P007

MIDAS WINDLASS E073

This bull is out of a high performing family and will have plenty of size and muscle to pass on.

Purchaser: _____ **Price: $** _____

10 CROSSHILL VALENTINO

DOB: 03/06/2024	ID: FJXV010	POLLED	PUREBRED	COLOUR: Black	REGISTERED: Yes



RWG EXACT COMBINATION 7409

SIRE: RIVERSLEIGH S060

RWG KITTY'S DREAM 6526

EBONYLODGE FREEDOM

DAM: NOROLLE X4 SCARLET D68

NOROLLE HS SCARLET X2

Has been a standout bull since birth. Last calf of a 16-year-old cow Norolle Scarlet D68. We made the decision to start showing and he has not disappointed. Well muscled with beautiful smoothness.

Purchaser: _____ **Price: $** _____

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11 CROSSHILL VANCE

DOB: 05/06/2024	ID: FJXV015	POLLED	PUREBRED	COLOUR: Black	REGISTERED: Yes



RWG EXACT COMBINATION 7409

SIRE: RIVERSLEIGH S060

RWG KITTY'S DREAM 6526

NOROLLE METEOR PB M60

DAM: CROSSHILL M60 CALISTA T03

CROSSHILL CALISTA

Heifer's first calf. This young bull comes from a strong female line.

Purchaser: _____ **Price: $** _____

12 CROSSHILL VALENTIN

DOB: 19/06/2024	ID: FJXV014	POLLED	PUREBRED	COLOUR: Black	REGISTERED: Yes



RWG EXACT COMBINATION 7409

SIRE: RIVERSLEIGH S060

RWG KITTY'S DREAM 6526

NOROLLE METEOR PB M60

DAM: CROSSHILL M60 SCARLET T1

NOROLLE X4 SCARLET D68

Heifer first calf. Closely related to Crosshill Valentino our lead bull.

Purchaser: _____ **Price: $** _____

13 CROSSHILL COMMERICIAL BALANCER

DOB: 01/05/2024		POLLED	BALANCER	COLOUR: Black	REGISTERED: No



RWG EXACT COMBINATION 7409

SIRE: RIVERSLEIGH S060

RWG KITTY'S DREAM 6526

DAM: UNREGISTERED ANGUS COW

A balancer bull that has it all. Muscled with a great growth pattern. Length and thickness

Purchaser: _____ **Price: $** _____

14 ATCVB001

DOB: 13/07/2024	ID: ATCVB001	POLLED	BALANCER	COLOUR: Red	REGISTERED: Yes



ROUND-EM-UP THE NIGHT P012

SIRE: ROUND-EM-UP THE NIGHT T1

PREMIER WILCOOLA K33

A.T.G. BULLSEYE H0275

DAM: A.T.G. QUEENIE

A.T.G. DAWN

A solid, well-constructed bull with an exceptional temperament and a pedigree to match. Combining sound structure, natural performance and quality breeding, he is a practical sire that will make a valuable addition to any breeding program.

Purchaser: _____ **Price: $** _____

15 ATCVB003

DOB: 07/07/2024	ID: ATCVB003	POLLED	BALANCER	COLOUR: Red	REGISTERED: Yes



ROUND-EM-UP THE NIGHT P012

SIRE: ROUND-EM-UP THE NIGHT T1

PREMIER WILCOOLA K33

A.T.G. BULLSEYE H0275

DAM: KADFARM GELBVIEH SCARLET

A.T.G HARMONY

A powerful, well-grown bull with impressive stature, outstanding temperament and solid construction. Quiet, dependable and built to perform, he combines all the traits commercial and stud breeders value in a working sire. A standout individual with quality throughout.

Purchaser: _____ **Price: $** _____

16 ATCVB004

DOB: 10/08/2024	ID: ATCVB004	POLLED	BALANCER	COLOUR: Red	REGISTERED: Yes



ROUND-EM-UP THE NIGHT P012

SIRE: ROUND-EM-UP THE NIGHT T1

PREMIER WILCOOLA K33

A.T.G. BULLSEYE H0275

DAM: A.T.G. SOPHIE

A.T.G. LUNA

A quiet, easy-doing bull with an exceptional temperament and solid construction. Sound, dependable and built for longevity, he is the type of sire that will fit seamlessly into any breeding program.

Purchaser: _____ **Price: $** _____

17 WEETALABAH VULCAN V010

DOB: 03/03/2024	ID: WBHV010	POLLED	PUREBRED	COLOUR: Black	REGISTERED: Yes



KFC BENNETT E158

SIRE: EXCEL S11

EXCEL M14

NOROLLE 2R EMPEROR E95

DAM: WEETALABAH ULTRA VOILET J073

NOROLLE ULTRA VOILET W76

A great bull with extra length and frame. A bull with tonnes of sire appeal. Birthweight 42kg. Dam has produced champion bulls and is one of the top producers in the herd. A bull not to be missed.

Purchaser: _____ **Price: $** _____

18 WEETALABAH V047

DOB: 18/10/2024	ID: WBHV047	POLLED	PUREBRED	COLOUR: Black	REGISTERED: Yes



AWB BIRCH'S THE BOXER 21D

SIRE: WEETALABAH 21D STALLONE S228

GLENDALE DESTINY'S DAY K34

EXCEL MR BLACK MAN

DAM: WEETALABAH BLACK STORMY

WEETALABAH STORMY P226

A heifers first calf. Birthweight 39kg. An outstanding young sire with extra length and depth, very quiet and easy doing. A bull that is still only young but will only get better and better with age. A bull not to miss.

Purchaser: _____ **Price: $** _____

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19 BLUE STONE VALLEY REGAL JOCK

DOB: 04/11/2023	ID: 08QU005	POLLED	PUREBRED	COLOUR: Black	REGISTERED: Yes



RWG RIGHT COMBINATION 5506

SIRE: MIDAS REGAL VALENTINE S02

NOROLLE LADY IN RED 2R F48

GLENDALE PIVITOL P31

DAM: MIDAS TANYA R033

MIDAS TANYA M021

Athletic type, very good confirmation, quiet , good natured, reliable and easy to handle. This boy was born small with rapid growth and very good doer. He has proven genetics and would be an asset to stud or commercial herds.

Purchaser: _____ **Price: $** _____

20 MIDAS V17

DOB: 14/09/2024	ID: MGCV017	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



GLENDALE NAVIGATOR

SIRE: GLENDALE TORPEDO T16

GLENDALE JUST CANDY

MIDAS NAPOLEON N007

DAM: MIDAS ELSA S011

MIDAS ELSA M009

Canadian genetics on the mother's side, by a Glendale bull. Nicely put together with plenty of potential.

Purchaser: _____ **Price: $** _____

21 MIDAS V43

DOB: 3/11/2024	ID: MGCV043	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



MIDAS FRANCISCO F028

SIRE: MIDAS NAPOLEON N007

MIDAS WINDLASS L037

GLENDALE PIVITOL P31

DAM: MIDAS WINDLASS R021

MIDAS WINDLASS N059

Bull by my herd sire Napoleon who has bred exceptionally well from a Pivitol cow. Both sides trace back to the windlass family.

Purchaser: _____ **Price: $** _____

22 MIDAS V21

DOB: 2/10/2024	ID: MGCV021	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



FLADELAND DJW ROCKM SOCKM

SIRE: AWB BIRCH'S THE BOXER 21D

AWB BIRCH'S MACY 37A

GLENDALE PIVITOL P31

DAM: MIDAS OPAL T003

MIDAS OPAL J041

A bull by the Canadian sire "The Boxer" out of a Pivitol cow. Will be a meat machine.

Purchaser: _____ **Price: $** _____

23 CROSSHILL VICTOR

DOB: 9/05/2024	ID: FJXV004	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



RWG RIGHT COMBINATION 5506

SIRE: AURUM ROLLS ROYCE

MIDAS TANYA L035

MIDAS ELECTRIC E021

DAM: CROSSHILL CALISTA

MIDAS CALISTA C001

Big long bull with thickness. Crosshill Calista has been a standout breeder in our herd. Consistently giving us great bulls and lovely replacement heifers.

Purchaser: _____ **Price: $** _____

24 CROSSHILL VINCENT

DOB: 2/05/2024	ID: FJXV009	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



RWG RIGHT COMBINATION 5506

SIRE: AURUM ROLLS ROYCE

MIDAS TANYA L035

NOROLLE METEOR PB M60

DAM: CROSSHILL CALISTA S3

CROSSHILL CALISTA

This young bull has always been impressive with his length and thickness.

Purchaser: _____ **Price: $** _____

25 CROSSHILL VAUGHN

DOB: 16/05/2024	ID: FJXV005	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



RWG RIGHT COMBINATION 5506

SIRE: AURUM ROLLS ROYCE

MIDAS TANYA L035

RID R COLLATERAL 2R

DAM: CROSSHILL LADY IN RED H004

NOROLLE LADY IN RED B33

Plenty of length and muscle in this young bull. From the Norolle “Lady in Red” line.

Purchaser: _____ **Price: $** _____

26 MIDAS V39

DOB: 29/10/2024	ID: MGCV039	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



VV ZAKE 114Z

SIRE: GLENDALE PIVITOL P31

GLENDALE HONOR

RWG RIGHT COMBINATION 5506

DAM: MIDAS TANYA R010

MIDAS TANYA N006

This bull is in the show team. Dark red colour out of a Right Combination Cow. Tremendous temperament. Will be a great stud or commercial sire.

Purchaser: _____ **Price: $** _____

27 MIDAS V38

DOB: 28/10/2024		POLLED	PUREBRED	COLOUR: Red	REGISTERED: No



VV ZAKE 114Z

SIRE: GLENDALE PIVITOL P31

GLENDALE HONOR

MIDAS FRANCISCO F028

DAM: MIDAS OPAL J041

MIDAS OPAL EOO4

This medium bull is developing into meaty, beefy style of bull and will be an asset to any commercial operation.

Purchaser: _____ **Price: $** _____

28 MIDAS V47

DOB: 4/11/2024	ID: MGCV047	POLLED	PUREBRED	COLOUR: Red	REGISTERED: Yes



VV ZAKE 114Z

SIRE: GLENDALE PIVITOL P31

GLENDALE HONOR

MIDAS LARAMIE L045

DAM: MIDAS WINDLASS R3

MIDAS WINDLASS N002

Another Pivitol bull showing great weight for age and muscling to pass onto his progeny.

Purchaser: _____ **Price: $** _____

LIVESTOCK AUCTION TERMS AND CONDITIONS OF SALE

CHAPTER ONE - PRELIMINARY

1. (a) A vendor is bound by these terms and conditions by offering livestock for sale by auction.

   (b) An agent (which includes an auctioneer) is bound by these terms and conditions by conducting an auction sale.

   (c) A buyer is bound by these terms and conditions by bidding at auction.

   (d) Competition and Consumer Act (Cth) 2010

   It is unlawful for parties that are, or otherwise would be, in competition with each other to make, or give effect to, a contract, arrangement or understanding that contains a provision relating to:

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

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

2. (a) In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors and agents of each of them. The auctioneer, agent, buyer and vendor shall be wholly responsible for the acts and omissions of their respective servants, contractors and agents. The term "auctioneer" includes, so far as the law and context permits, the vendor's agent.

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

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

   (a) The following words have the following meanings:

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

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

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

   (i) plus any Fees and other expenses incurred in relation to the purchase of livestock that are payable by the buyer; and

   (ii) plus any GST added in accordance with clause 12.

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

CHAPTER TWO - STANDARD TERMS OF SALE

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

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

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

7. Prior to the fall of the hammer the auctioneer shall announce the last bid and receive any further bids. The last price called by the auctioneer at the fall of the hammer shall be the amount at which the lot has been sold.

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

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

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

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

   (a) the purchaser's name; or

   (b) the bid card number which identifies the purchaser; or

   (c) the name of the person on whose behalf the successful bid was made; and

   (d) the Property Identification Code (known as the "PIC") of destination.

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

13. The vendor warrants:

   (a) That the vendor has (or will have) the right to sell the livestock at the time of delivery; and

   (b) That the purchaser will obtain title on completion of the purchaser's obligations under this contract including payment.

14. If a buyer does not comply with any of these terms and conditions, which includes the requirements of 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 negatived 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 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.

NOTES

Thank You!

On behalf of the Gold Ribbon Gelbvieh & Balancer Bull Sale vendors and agents, we sincerely thank all bidders, buyers and supporters for being part of our inaugural sale.

Your interest, support and confidence in the cattle offered is greatly appreciated, and we wish all successful purchasers every success with their new sires.

Thank you for supporting the Gold Ribbon Gelbvieh & Balancer Bull Sale. We hope you have enjoyed the day and wish everyone a safe journey home.

We look forward to welcoming you back next year!

