

LEITH



**Commercial
Profit
Driven
Focus**



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“Leith” Westbury

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LEITH WHITE SUFFOLK RAM SALE

FRIDAY 1:30 pm

11 FEBRUARY 2022

170 RAMS

**SALE DETAILS: 170 White Suffolk Rams auctioned in pens 1.30pm
Friday 11th February 2022 at “Leith” 308 Moore St. Westbury.**

For further information contact selling agents: Nutrien

Cooper Lamprey 0429 304 110

studstocktas@nutrien.com.au

Or your local agent. (3% rebate to outside agents introducing clients 24 hrs prior to sale).

Or contact: John 0428 931299

Kerry 0447 450727

john.kez@bigpond.com

Rams treated: Jan 2022 with 8 in 1, Viper & Cydectin oral. Johnes Approved vaccinate flock since 2003, Footrot & Lice free and Brucellosis Accredited.

(Figures used in catalogue are from the 15/01/22 Lambplan run)

The minimum price to transfer stud rams will be \$2000

LEGEND

BT – Birth type or litter size

Born – Month of birth 2020

Birth weight – ASBV is based on measured birth weight of lambs adjusted for age of dam. The lower the birth weight ASBV the lighter is the estimated progeny birth weight potential.

PWT – (Post weaning weight) ASBV which describes the animal's genetic potential for growth rate at 200 days. A positive ASBV means the animal is genetically faster growing.

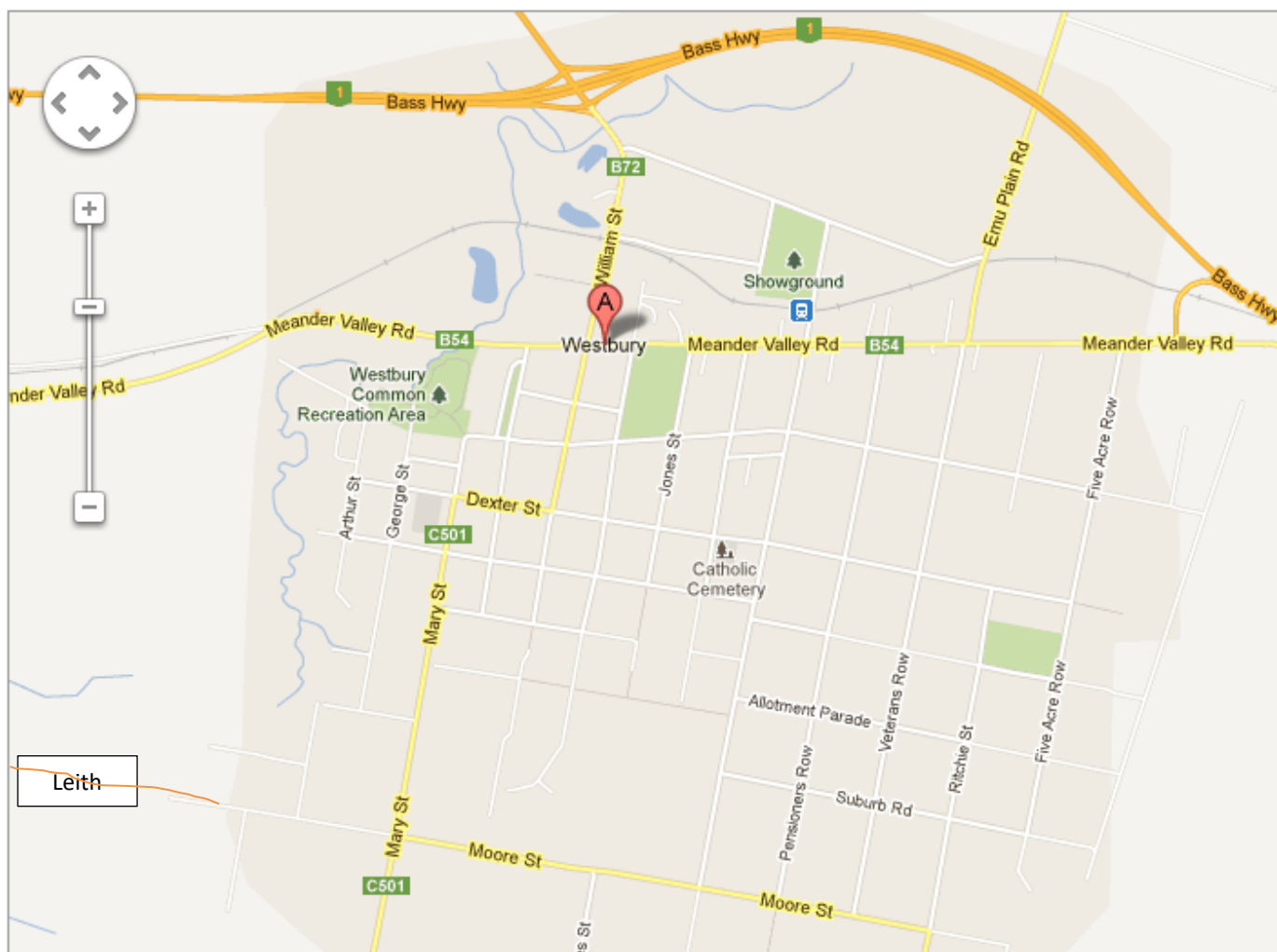
Pfat - (Post weaning fat) This describes the value of an animal's genes for fat depth at a constant weight. A negative ASBV means a genetically leaner animal. (200 days of age)

Pemd – (Post weaning eye muscle depth) This ASBV describes the value of the animal's genes for eye muscle depth at a constant weight. A positive ASBV means a genetically thicker-muscled animal, and one that will have slightly more of its lean tissue in the higher priced cuts. (200 days)

LEQ – This index replaces the Lamb 20/20 index. It should provide improvement in meat eating quality, worm resistance along with the normal production traits.

MCP -(Maternal Carcase Production Index) As there are a number of people retaining ewes with White Suffolk genetics as breeders we have included this index. This index balances the main economic traits relevant to meat maternal breeders whilst trying to maintain adult weight at current levels. No eating quality traits are included in this index.

TCP- (Terminal Carcase Production Index) New index giving similar improvements in growth & lean meat yield as Carcase Plus while also maintaining eating quality.



308 MOORE ST. WESTBURY



Mission: The [Superwhites](#) genetic improvement group was formed in 1995. It's members are White Suffolk breeders located across Australia committed to producing the highest performing White Suffolk rams in Australia. The group is focused on continually adding value to the prime lamb industry through producing rams that perform much better than average. The group produces around 15% of all White Suffolk rams in Australia.

The [Superwhite](#) group aim to identify the best young rams in Australia and to use these within the group to rapidly improve member flocks and their lambplan data accuracies.

LEITH SIRE SUMMARY

WOOLUMBOOL 3980-17 Widely used ram with 3585 progeny in 58 flocks. Good across all indexes especially LEQ (172). While having very good eating qualities he still has very good growth, muscle, worm resistance along with positive fat.



WOOLUMBOOL 5559-18 Growthy son of W3980-17, SuperWhite allocation.



W3980 sons. LEITH 87-19 left of photo & 102-19 on the right.

LEITH 87-19 Lower birth weight ram. Top 5% for MCP, TCP, LEQ, IMF and Shearforce.

LEITH 102-19 Top 5% for TCP, LEQ, IMF and Shearforce.

LEITH 111-19 Growthy Woolumbool son. Top 5% MCP, TCP, LEQ, and PWT.

LEITH 140-19 Lower birth weight son of W3980 with higher fat level. Top 5% for MCP, LEQ, IMF, PEMD and Shearforce. Suit merino and maiden ewes.



LEITH 15-12 Grand sire of a number of catalogued rams who has passed on low birth weight, worm resistance, muscle, imf and fat to his progeny.

LEITH 23-17 Low birth weight son of Leith 15 with extreme eye muscle depth (5.7 pemd). Top 5% for PEMD, TCP and MCP indexes. Progeny suited to all markets.



LEITH 898-17 Sold to Booloola stud. Low birth weight ram with good balanced traits. Structurally sound easy doing ram, well suited to merino matings.

LEITH 583-18 Low birth weight son of Ashmore 160433 who like his sire possess good growth and muscle. Top 5% for MCP, LEQ, TCP, PEMD and PWT.

LEITH 892-15 Low birth weight(-0.41) with good growth and muscle(6.1 pemd). Fatter sire at 1.95mm pfat and MCP of 172. We continue to use over ewe lambs.

SIRE SUMMARY CONTINUED

LEITH 73-18 Low birth weight ram with positive fat by Felix 721. Top 5% for PEMD, MCP and TCP and Lambing Ease direct. Suit maiden ewes and merinos.

FARRER 19-14 Low birth weight ram with good growth and eating quality. Successfully used on ewe lambs. Limited progeny now, but in many of our ewes pedigrees. Top 5% PEMD, IMF, Shearforce, MCP, TCP and LEQ. Has 1389 progeny

FARRER 87-16 Sound structured, long ram with lower birth weight and with very high growth (19.6 pwt). Suitable for export lamb production.

LEITH 175-18 Contains some of our best ewes in his pedigree. Combines lower birth weight with good growth, muscle and above average fat. Progeny should suit all ewe breeds and markets. Top 5% MCP, TCP, LEQ, PEMD and Lambing Ease direct.



LEITH 121-18 Half brother to 175-18 and grandson of Bundara Downs 2261-12. (Pictured left). Top 5% for TCP, LEQ, PWT and Lambing Ease direct. Suitable for use on most ewes and all markets.

LEITH 132-18 Another half brother to 175-18 with very similar attributes. Top 5% for MCP, TCP, LEQ, IMF and PEMD.

LEITH 151-18 Low birth weight ram, top 5% for MCP, TCP(160 index), LEQ, PEMD and Lambing Ease direct.



ASHMORE 986-17 One of the leading sires on TCP index with 1100 progeny in 22 flocks. Breeding rams with plenty of growth and muscle, ideally suited to mature age crossbred, composite or large framed merino or corriedale ewes. Top 5% for PWT, PEMD, MCP, TCP and LEQ.

FARRER 178-18 SuperWhite team member with low birth weight and excellent growth and muscle. Top 5% for PWWT, PEMD, LEQ, TCP and MCP index.

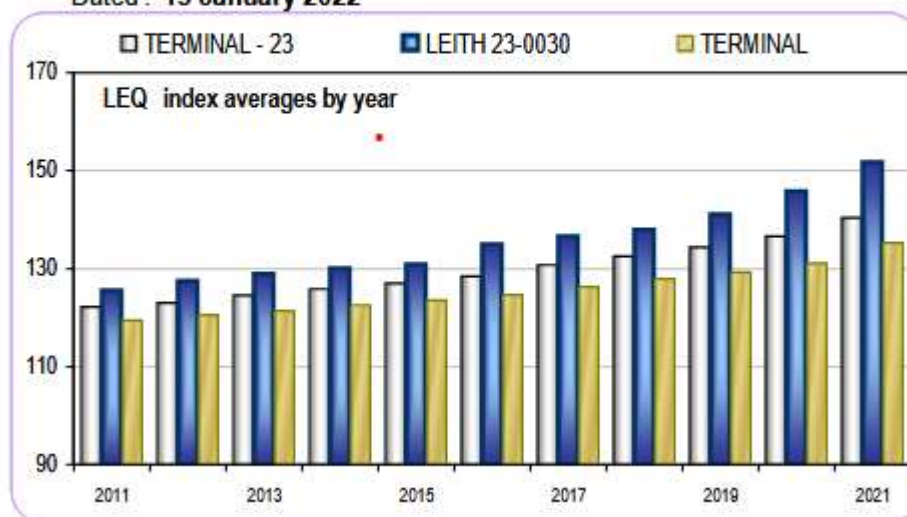
Australian Average Terminal ASBV's for 2020 Drop (blue)

Average ASBV's for Leith sale rams 2020 Drop (red)

Birth Wt	PWT	Pfat	Pemd	LEQ	TCP	MCP
0.34	14.0	-0.5	1.7	130.4	137.1	141.2
0.06	16.3	-0.1	3.3	146.9	150.5	157.6

SHEEP GENETICS
• **mla** •

Dated : 15 January 2022



Our aim is to maximise productive traits like growth and muscle, while maintaining downward pressure on birth weights. This maximises both lamb survival and value per head and therefore profit. The rams are run in large mobs under competitive intensive commercial conditions and are expected to perform under such conditions, with a high emphasis on performance at the age when lambs are normally sold.

The Leith stud has lambs that are born more easily, grow faster, have more muscle and fat, and have better eating qualities than average.

LOT	Tag	BT	Born	SIRE	Birth Wt.	PWT	Pfat	P Emd	LEQ	TCP	MCP	Buyer	\$
1	64	1	jun	A986	0.27	18.6	-0.4	2.85	158	160	158		
2	144	1	jun	A986	0.26	16.7	-0.4	3.04	149	154	157		
3	63	1	jun	F178	0.12	16.8	-0.7	2.64	147	153	153		
4	35	1	jun	151-18	-0.02	16.0	0.1	3.63	149	151	154		
5	105	2	jun	W3980	0.26	14.6	-0.6	2.48	155	149	153		
6	128	2	jun	W5559	0.03	15.9	0.5	3.87	155	156	165		
7	30	2	jun	W3980	0.15	14.8	0.5	3.70	151	152	160		
8	17	2	jun	151-18	-0.19	14.0	0.0	3.73	146	147	153		
9	7	2	jun	898-17	-0.06	14.0	0.3	4.30	146	149	158		
10	72	2	jun	898-17	-0.30	13.1	0.3	3.95	137	141	156		
11	118	2	jun	F178	0.13	18.1	-0.8	3.13	152	159	158		
12	110	2	jun	W5559	0.38	17.6	-0.5	2.36	150	155	159		
13	19	2	jun	W5559	0.33	18.3	-0.1	2.57	152	156	161		
14	844	1	jun	W5559	0.07	16.2	1.5	3.64	147	149	164		
15	37	2	jun	A986	0.43	17.3	-0.7	3.10	150	157	158		
16	126	2	jun	A986	0.30	19.2	-0.1	3.72	160	164	168		
17	95	2	jun	W3980	0.17	16.2	0.5	3.36	152	152	160		
18	67	2	jun	A986	0.38	17.8	-0.5	2.70	151	156	157		
19	147	2	jun	A986	0.34	18.3	-0.9	3.03	158	162	159		
20	100	1	jun	175-18	0.10	17.9	-0.2	3.32	150	154	162		
21	141	1	jun	175-18	0.12	17.6	-0.3	3.08	148	151	159		
22	81	2	jun	F87	0.08	17.2	-0.9	1.79	139	144	146		
23	127	1	jun	175-18	0.09	17.6	-0.6	2.11	145	147	154		
24	142	1	jun	F87	0.28	19.1	-1.0	1.69	142	148	151		
25	146	2	jun	A986	0.43	18.6	-0.8	2.65	154	159	158		
26	124	2	jun	F87	0.15	18.0	-0.1	2.13	139	144	148		
27	61	1	jun	W5559	0.32	18.0	-0.3	2.62	150	154	163		
28	101	2	jun	W5559	0.19	16.7	0.4	3.08	152	152	162		
29	6	1	jun	W3980	0.30	18.9	-0.7	2.68	155	157	162		
30	107	2	jun	175-18	0.09	18.5	-0.6	2.94	146	151	161		

LOT	Tag	BT	Born	SIRE	Birth Wt.	PWT	Pfat	P Emd	LEQ	TCP	MCP	Buyer	\$
31	51	2	jun	898-17	0.13	16.5	-0.2	3.14	146	149	158		
32	82	2	jun	F87	0.08	17.3	-0.9	1.71	139	144	146		
33	133	1	jun	898-17	0.13	18.0	0.1	3.71	148	154	164		
34	108	2	jun	175-18	-0.05	17.1	-0.1	3.15	143	147	159		
35	148	1	jun	F178	0.22	18.7	-1.0	2.05	151	155	155		
36	29	2	jun	W3980	0.16	13.8	0.1	3.34	148	150	156		
37	9	2	jun	W5559	0.15	16.5	-0.3	2.23	145	148	156		
38	104	2	jun	F87	0.05	15.8	-0.3	1.98	136	139	144		
39	11	2	jun	W5559	0.26	18.9	0.2	2.96	148	152	168		
40	73	2	jun	898-17	-0.28	12.8	0.9	4.55	139	142	158		
41	43	2	jun	F178	-0.11	15.0	-0.1	3.83	150	154	159		
42	412	1	sep	87-19	0.12	17.1	-0.5	2.88	154	156	157		
43	596	1	oct	73-18	0.07	14.1	0.1	4.12	148	154	160		
44	395	1	sep	121-18	-0.10	17.1	0.1	3.51	149	152	160		
45	264	4	sep	175-18	0.24	17.4	-0.5	3.08	144	150	159		
46	311	1	sep	73-18	0.02	16.3	-0.7	3.12	148	154	156		
47	487	2	sep	583-18	0.13	17.8	-1.0	2.19	141	148	151		
48	869	2	oct	111-19	0.21	18.6	-0.3	3.11	150	154	162		
49	721	1	oct	175-18	0.00	16.6	-0.6	3.54	149	154	158		
50	200	1	sep	583-18	0.00	16.6	-0.4	3.12	146	151	157		
51	213	2	sep	121-18	-0.06	17.3	0.2	3.55	147	151	161		
52	272	1	sep	175-18	0.19	16.4	-0.2	3.89	147	153	162		
53	392	2	sep	102-19	0.07	15.3	0.1	2.78	146	147	155		
54	503	2	sep	121-18	-0.01	17.1	-0.1	2.49	142	145	153		
55	511	1	sep	151-18	-0.04	16.4	0.1	4.12	148	153	160		
56	408	1	sep	87-19	0.04	15.9	0.2	3.67	150	151	161		
57	182	2	sep	121-18	0.18	18.1	-0.3	2.27	144	147	156		
58	904	1	oct	140-19	0.14	16.8	0.9	3.06	147	148	156		
59	421	1	sep	121-18	0.07	16.0	0.2	4.32	151	155	163		
60	570	1	oct	583-18	0.21	16.7	-0.8	2.16	139	145	152		

LOT	Tag	B	Born	SIRE	BWT	PWT	Pfat	P Emd	LEQ	TCP	MCP	Buyer	\$
61	208	2	sep	175-18	-0.06	17.0	0.7	4.01	147	150	165		
62	900	1	oct	140-19	-0.08	14.9	0.7	4.25	150	151	163		
63	165	2	sep	583-18	0.13	16.7	-0.4	3.58	147	154	160		
64	775	1	oct	W3980	0.31	15.2	0.0	2.86	150	150	153		
65	255	1	sep	73-18	-0.03	14.8	-0.3	3.59	142	149	154		
66	413	2	sep	87-19	0.03	16.8	0.2	4.02	152	153	163		
67	785	2	oct	87-19	0.10	17.7	-0.2	2.85	157	156	160		
68	343	1	sep	102-19	0.27	17.9	-0.5	2.61	152	153	158		
69	563	2	oct	175-18	0.00	16.6	-0.2	3.49	145	150	156		
70	609	2	oct	111-19	0.16	17.3	-0.6	2.75	152	155	158		
71	611	1	oct	892-15	-0.02	16.6	0.7	4.26	139	147	166		
72	797	1	oct	151-18	0.05	15.0	-0.2	3.97	153	156	157		
73	327	2	sep	151-18	-0.14	16.9	0.9	4.48	151	155	164		
74	753	1	oct	W3980	0.23	18.4	-0.7	2.70	162	161	163		
75	870	1	oct	87-19	0.19	16.6	-0.6	2.96	150	153	161		
76	788	2	oct	W3980	0.11	14.9	0.0	2.56	155	149	154		
77	709	2	oct	151-18	0.07	16.1	-0.3	3.75	146	151	159		
78	270	1	sep	23-17	0.13	14.7	-0.4	3.83	143	149	158		
79	515	1	sep	73-18	0.10	14.3	-0.4	4.45	145	154	160		
80	673	1	oct	151-18	0.24	17.3	-0.6	2.17	146	148	150		
81	834	1	oct	121-18	0.32	19.6	-0.8	2.46	146	153	159		
82	723	2	oct	121-18	0.01	16.9	0.0	2.86	144	148	155		
83	901	1	oct	132-18	0.02	16.4	-0.1	3.09	145	148	157		
84	441	1	sep	175-18	-0.06	14.7	0.0	3.91	145	148	156		
85	501	2	sep	102-19	0.01	15.9	-0.4	2.38	147	148	152		
86	581	1	oct	111-19	0.06	16.9	-0.3	2.43	148	149	156		
87	239	2	sep	73-18	0.12	15.8	-0.6	2.62	141	146	153		
88	499	2	sep	23-17	0.05	14.3	0.0	4.02	140	146	160		
89	334	1	sep	121-18	0.06	18.2	-0.3	2.84	146	151	156		
90	388	1	sep	121-18	-0.02	16.6	-0.2	3.07	145	149	154		

LOT	Tag	B T	Born	SIRE	Birth Wt.	PWT	Pfat	P Emd	LEQ	TCP	MCP	Buyer	\$
91	589	1	oct	583-18	-0.05	16.3	0.0	3.88	148	152	158		
92	802	2	oct	111-19	0.09	16.0	0.0	3.41	146	149	158		
93	356	2	sep	583-18	-0.05	15.8	0.0	4.35	145	150	161		
94	274	2	sep	583-18	0.14	18.0	-0.1	2.37	145	149	155		
95	154	1	sep	73-18	-0.14	14.1	0.3	4.22	144	149	157		
96	300	1	sep	23-17	0.00	14.0	0.5	5.23	145	153	162		
97	336	2	sep	121-18	-0.02	16.8	0.0	3.16	144	148	156		
98	442	2	sep	121-18	0.03	16.6	0.1	3.29	146	150	153		
99	237	2	sep	73-18	-0.11	16.3	0.0	3.48	145	151	157		
100	169	1	sep	583-18	0.05	16.1	-0.3	3.40	145	151	155		
101	544	2	oct	102-19	0.10	14.6	0.3	2.84	144	144	152		
102	881	1	oct	132-18	0.04	15.0	0.0	4.15	150	153	159		
103	713	2	oct	151-18	-0.06	15.8	-0.5	4.13	147	153	160		
104	850	2	oct	111-19	0.08	16.7	-0.1	3.16	147	149	158		
105	489	2	sep	121-18	-0.06	16.4	0.2	3.22	145	149	151		
106	176	2	sep	121-18	0.13	15.6	-0.6	2.67	143	146	153		
107	559	1	oct	121-18	0.13	17.9	-0.1	3.21	144	151	159		
108	446	1	sep	23-17	0.04	13.1	-0.2	4.78	141	149	160		
109	666	2	oct	121-18	-0.08	17.6	0.5	3.71	148	151	161		
110	788	2	oct	W3980	0.1	14.9	0.0	2.56	155	149	154		
111	538	2	oct	151-18	-0.09	14.9	0.8	4.92	148	152	159		
112	621	2	oct	151-18	0.08	16.9	-0.2	3.52	147	151	159		
113	935	1	oct	140-19	0.09	16.1	0.3	3.26	152	152	157		
114	329	2	sep	111-19	0.12	18.5	-0.4	2.39	152	154	158		
115	214	2	sep	121-18	-0.03	16.5	0.2	3.76	147	151	161		
116	363	1	sep	583-18	-0.14	16.0	0.3	3.74	145	149	160		
117	640	1	oct	583-18	0.0	17.3	0.0	3.67	147	153	162		
118	456	1	sep	151-18	0.03	16.6	-0.1	2.48	146	148	150		
119	523	1	oct	102-19	0.23	14.0	-0.2	2.59	143	144	148		
120	277	2	sep	175-18	0.11	16.1	-0.4	3.27	142	148	157		

LOT	Tag	B T	Born	SIRE	Birth Wt.	PWT	Pfat	P Emd	LEQ	TCP	MCP	Buyer	\$
121	631	1	oct	73-18	-0.12	14.4	-0.3	3.36	142	147	153		
122	469	1	sep	583-18	-0.05	17.1	0.5	3.59	148	151	160		
123	749	2	oct	111-19	0.20	17.0	-0.3	3.00	146	149	158		
124	707	1	oct	F19	0.03	16.6	-0.3	2.41	149	150	154		
125	938	1	oct	132-18	-0.21	15.5	0.7	4.11	148	150	158		
126	915	3	oct	132-18	0.10	18.1	0.4	4.91	156	162	167		
127	738	1	oct	87-19	0.15	16.2	-0.6	2.00	144	146	150		
128	627	3	oct	175-18	-0.01	16.0	0.6	3.98	145	149	156		
129	369	2	sep	121-18	-0.08	16.4	0.5	4.03	149	152	159		
130	224	2	sep	23-17	0.25	15.0	-0.6	2.84	135	143	155		
131	555	2	oct	102-19	0.14	16.2	0.2	2.77	146	149	157		
132	818	1	oct	583-18	-0.10	16.3	0.4	4.01	146	151	160		
133	975	2	nov	23-17	0.16	15.8	-0.6	4.07	145	153	162		
134	889	1	oct	140-19	-0.03	15.9	0.5	3.48	145	148	160		
135	815	2	oct	87-19	-0.03	15.1	0.3	3.59	149	149	159		
136	617	1	oct	73-18	-0.20	13.7	0.9	4.21	141	145	157		
137	657	2	oct	151-18	-0.04	15.6	0.3	4.11	145	149	160		
138	875	2	oct	583-18	0.04	17.8	-0.3	2.64	144	149	157		
139	603	2	oct	23-17	-0.04	13.6	-0.1	3.01	139	141	148		
140	867	1	oct	121-18	0.16	18.8	-0.4	3.01	147	153	160		
141	530	2	oct	73-18	-0.18	13.9	0.7	4.44	144	149	158		
142	716	2	oct	151-18	0.02	17.4	-0.3	2.90	149	152	156		
143	767	1	oct	W3980	0.05	14.8	0.2	2.67	153	150	150		
144	516	2	sep	102-19	0.03	16.1	-0.4	2.83	153	151	156		
145	930	2	oct	140-19	-0.11	14.9	1.2	4.45	151	150	162		
146	529	2	oct	73-18	-0.07	15.0	0.4	3.94	144	150	158		
147	364	2	sep	111-19	0.04	16.6	0.2	4.08	150	155	163		
148	878	2	oct	132-18	-0.09	15.7	0.2	3.64	150	152	158		
149	696	1	oct	111-19	0.05	16.3	-0.4	2.96	149	151	157		
150	832	2	oct	111-19	0.11	18.3	-0.4	2.71	151	153	156		

LOT	Tag	B T	Born	SIRE	Birth Wt	PWT	Pfat	P Emd	LEQ	TCP	MCP	Buyer	\$
151	739	2	oct	F19	-0.02	16.7	-0.6	2.42	147	151	154		
152	451	2	sep	583-18	0.04	17.4	-0.3	3.24	147	153	158		
153	717	2	oct	151-18	0.00	16.6	-0.1	3.16	148	151	156		
154	885	2	oct	132-18	-0.17	13.7	0.6	4.43	145	149	158		
155	927	2	oct	140-19	-0.15	13.9	0.9	3.80	145	145	157		
156	704	1	oct	73-18	0.04	14.7	0.2	4.02	142	149	156		
157	590	2	oct	73-18	-0.01	14.0	-0.4	3.93	143	151	157		
158	923	1	oct	140-19	0.00	13.3	0.5	3.57	150	148	154		
159	816	2	oct	583-18	-0.18	15.9	-0.3	2.85	141	146	153		
160	734	1	oct	583-18	-0.11	16.7	-0.2	3.89	146	153	160		
161	283	2	sep	583-18	0.01	18.1	0.1	4.05	154	161	165		
162	697	3	oct	111-19	0.02	16.5	-0.4	3.37	148	151	159		
163	763	1	oct	73-18	0.00	14.8	0.1	4.28	144	151	159		
164	962	2	nov	111-19	0.07	17.7	-0.4	2.94	152	155	158		
165	547	2	oct	175-18	0.07	14.5	0.1	4.29	146	151	159		
166	786	2	oct	892-15	-0.16	14.0	0.9	4.43	133	140	161		
167	809	2	oct	892-15	-0.28	13.0	1.1	4.67	135	141	161		
168	705	2	oct	892-15	-0.12	15.7	0.9	3.91	136	143	160		
169	830	2	oct	140-19	-0.04	13.2	1.3	3.11	148	143	151		
170	855	2	oct	892-15	-0.23	13.4	1.2	4.84	137	143	162		



2015 Peter Williams Memorial Trophy winning lambs in the Campbell Town Show's "Paddock to Plate" competition.

Leith lambs have previously won the trade class in 2011, 2013 & 2014 & the export section & Peter Williams Trophy in 2014



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.
2. (a) In these terms the expression auctioneer, agent, buyer and vendor respectively includes the servants, contractors, 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. 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. As soon as practicable after the fall of the hammer, the buyer shall if requested by the agent, sign the agreement for sale.
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 a written 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 sub-clause 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, through delivery to and from the scales, to the buyer's delivery pen and on to the buyer's nominated transport. This responsibility ends at the earlier of those cattle boarding the buyer's nominated transport or sunset on the day after the sale. This sub-clause does not apply if the agent makes an announcement to that effect prior to sale.
19. (a) Subject to the right of rejection in Clause 18, all conditions and warranties expressed or implied by law are hereby excluded from the sale to the extent that the law allows. All lots are open for inspection prior to the commencement of the sale and are sold with all faults, if any. No compensation shall be given for any faults, imperfections, errors of description, number in or of any lots sold or otherwise.
- (b) Any claim or objection arising out of an error or misdescription in the provision of relevant information in terms of legislation or regulation concerning the National Livestock Identification Scheme (NLIS) must be made by 5:00pm on the seventh day after the fall of the hammer. No

objection, requisition or claim against the vendor or agent in respect of such error or misdescription can be made after that time.

- (c) Any statements made by the vendor or the auctioneer whether in writing or orally to the effect that any female has been pregnancy tested or scanned positive shall mean and require only that a certificate in writing shall be supplied to the buyer signed by a qualified veterinary surgeon or certified scanner certifying that the said female has been tested or scanned on the date specified in the certificate and that in the opinion of the surgeon or scanner 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. In addition to clause 20, if payment is not made according to clause 15, but delivery has been made to, or possession obtained by, the buyer or its representative:
 - (a) The vendor or its agent may repossess and resell the livestock and enter property owned or occupied by the buyer or its representative if necessary to do so; and
 - (b) Interest may be charged at the rate usually charged by the agent for overdue accounts on any amounts which remain owing at any time.
22. The buyer may not make any claim against the vendor for actions by the vendor 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 23.6 the agent is subrogated to all rights of the vendor under these terms and conditions against the buyer.
- 23.4. Title to the livestock does not pass to the agent or a nominee of the agent unless the agent, by written notice to the vendor, notifies the vendor that it is to be transferred to the agent or a nominee of the agent.
- 23.5. 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.
- 23.6. 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).
- 23.7. 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.
- 23.8. 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.
- 23.9. The buyer acknowledges that the provisions of this clause 23 are intended solely for the benefit of the agent and its assignee 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.
- 23.10. 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 sending 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 DAFF and other regulatory authority requirements and inspections at the time of slaughter; (DAFF refers to the Federal Government Department of Agriculture, Fisheries and Forestry)
 - (b) are of merchantable quality;
 - (c) carry an NLIS device in accordance with State law;
 - (d) in the case where a representation has been made in the pre-sale catalogue that the livestock have particular characteristics or are fit for a particular purpose or market, and such representations are based on information in the NVD, the livestock will have those characteristics or will be fit for the particular purpose or market; and
 - (e) all information in any NVD 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 for which the agent or 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 DAFF. Owners risk applies if the condemnation is due to a condition in the animal which the buyer establishes, by the DAFF 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 DAFF 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 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 DAFF 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 the following:
 - (a) bruising,
 - (b) fever,
 - (c) partial condemnation, or
 - (d) emaciation.

CHAPTER FIVE - NOTICES REQUIRED BY STATE LEGISLATION

NSW Legislation

Property, Stock and Business Agents Act 2002 Warnings

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

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

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

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

Tasmanian 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.

Western Australian Legislation

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.

