# Females of the Future Sale

6.30PM FRIDAY 25TH OCTOBER 2024
MACKAY SHOWGROUNDS CATTLE PRECINCT



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#### welcome

The Deguara family have pleasure in welcoming you to our 14th Annual Hamdenvale "Females Of The Future" Stud Female Sale at the Cattle Precinct, Mackay Showgrounds.

Again this year, we welcome the opportunity to share with you, some of what we believe to be the best quality Brahman Genetics available in Australia today.

We continue to work on building our genetic pool using infusions of a range of International genetics which have given us the base females we use in our breeding programs, along with providing us the opportunity to offer Stud Masters the chance to obtain a wide diversity of genetics without having to source the genetics themselves from overseas.

Our focus continues to be on our cow herd, aiming to breed stylish females, true to type, that can meet the demands of our sometimes harsh, Australian environment. Our desire is to present for sale an exciting female able to fit into a wide variety of herds.

We are particularly excited to be offering 2 Young, full USA bloodline Embryo Females, including the first full V8 Embryo to sell out of our US Cow Miss V8 581/9 by Mr V8 322/8.

The 2nd Embryo Heifer to be offered will be by Mr V8 279/7 out of Hamdenvale Carla 1594
This year approximately 1/3rd of the offering carries fully USA bloodlines with the majority of the

balance having at least 1 parent with full imported bloodlines.

Those Stud Masters here this evening seeking to find the right female to suit their herd, fully understand the need for quality and depth of breeding to produce the best animals for their herd - you will not be disappointed. Tonight we offer you a great range of special females to suit the most discerning of stud buyers.

As in previous years, the Sale is being conducted as a Live Auction and also Online with Stocklive - allowing online bidding from anywhere in the world - some of the heifers may be eligible for export, however, buyers should make their own investigations into this option. Overseas buyers may also choose to retain their heifers in Australia and we are happy to make arrangements with you to run your heifers at Hamdenvale. This option offers buyers the opportunity to conduct IVF Programs in Australia and export the embryos to your home country. If this is of interest to you, please contact us or our agents for assistance.

Thank you for your interest in our females — we hope you enjoy the Sale and the opportunity to spend time with friends.

Joy Deguara & Family

## HAMDENVALE BRAHMANS ARE PROUD TO OFFER......

## 23 PRESTIGE GREY & RED BRAHMAN FEMALES

Catalogue with full pedigrees and photos available online at www.brahman.com.au and www.hamdenvalebrahmans.com.au

SALE AGENTS: ELDERS • MARK SCHOLES 0409 695 696 &

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#### PRINCIPAL VENDOR:

#### **JOY DEGUARA**

"Simla", Eton QLD 4741

Phone: 07 4954 1747 Mobile: 0407 418 175

PLUS JARROD DEGUARA & AARON DEGUARA







#### 1 HAMDENVALE SELINA 1894 (IVF) (PS)

Identifier: DJD1894/46F Calved: 31/08/23 Colour: Light Red Horn: Polled/Scurred

P.H. No. 1894/46 Age: 13 Mths

MR V8 NOBLE 458/7 (IMP US) (H)

S. MR V8 146/8 SLOAN (IMP US) (ET) V8R146/8M MISS V8 805/6

LMC LN POLLED PAPPO 136/6 (PP)

D. HAMDENVALE CARLA (IVF) (PS) DJD1594/36F HAMDENVALE BONNIE (ET) (H)



#### 2 HAMDENVALE KARIA 1892 (AI) (H)

Identifier: DJD1892F Calved: 01/09/23

Colour: Light Red Horn: Horned P.H. No. 1892 Age: 13 Mths

MR V8 NOBLE 458/7 (IMP US) (H)

S. MR V8 146/8 SLOAN (IMP US) (ET) V8R146/8M MISS V8 805/6

MR H MADDOX MANSO 684 (IMP US) (H)

D. HAMDENVALE MELINDA 939 (IMP ET) (ET) (H) DJD939F

MISS V8 43/7 (IMP US) (ET) (H)

**NOTES**: Hamdenvale Selina is the first Mr V8 146/8 (Sloan) daughter out of Hamdenvale Carla to be offered for sale. She is a lovely soft heifer, rich red colour and deep flank.

NOTES: Hamdenvale Karia is another light red Mr V8 146/8 (Sloan) daughter of Hamdenvale Melinda. She is very feminine with plenty of looseness.









#### 3 HAMDENVALE MISS MORANI 1674 (IVF) (H)

Identifier: DJD1674F Calved: 13/07/21

Colour: Grey Horn: Horned P.H. No. 1674 Age: 39 Mths

JDH MASSAI MANSO 608/6 (IMP US) (H)

S. JDH MASSAI MORANI MANSO 383/7 (IMP US) (H) JDH383/7M

JDH LADY MANSO 901/5

JDH LINCOLN DE MANSO 818 (IMP US) (H)

D. HAMDENVALE TRINITY (IVF) (H) DJD1088/5F

PBF FLORENCE MANSO 70/8 (IVF) (H)

#### **AUGUST 2024 BRAHMAN BREEDPLAN**

	BW	200G	400G	600G	MCW	MILK	SS	DTC	EMA	RBF	RUMP	IMF
EBV	+6.4	+32	+40	+51	+80	-2	-0.3	+6.5	+4.1	-2.4	-3.3	-0.5
ACC	55%	58%	58%	60%	57%	46%	46%	43%	46%	46%	55%	39%

**NOTES**: Hamdenvale Miss Morani is the first JDH Massai Morani Manso female to be sold. She is a stylish female and would make a great addition to any herd. She carries a pregnancy to Palmal Alberto 9121 (PS).

#### 4 HAMDENVALE MISS AGGIE 1708 (H)

Identifier: DJD1708F Calved: 20/09/21

Colour: Grey Horn: Horned P.H. No. 1708 Age: 37 Mths

NCC LORD DELAWARE (IVF) (H)

S. 2AM LORD DALTON 6810 (AI) (H) 2AM6810M 2AM BRANCHA 5569 (H)

MR V8 960/5 (IMP US) (H)

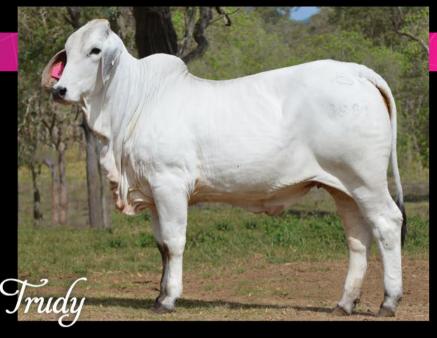
D. HAMDENVALE AGATHA (ET) (H) DJD804/60F

MISS V8 591/6 (IMP US) (ET) (H)



NOTES: Aggie is a daughter of a pure V8 bred dam in Hamdenvale Agatha and our home sire 2AM Lord Dalton. She is pregnant to Palmal Alberto (PS).





6 HAMDENVALE TRUDY 1822/21 (AI) (H)

#### 5 HAMDENVALE BEHIRA (H)

Identifier: DJD1855/21F Calved: 10/01/23

Colour: Grey Horn: Horned P.H. No. 1855/21 Age: 21 Mths

LANCEFIELD D AUGUSTINE 5507/D (PP)

S. PALMAL ALBERTO 9121 (PS) DJM9121M PALMAL DIAMOND 6629 (H)

PBF O'HARA MANSO 811 /7 (ET) (H)

D. HAMDENVALE JESSICA 269/0 (H) DJD269/0F DE PARK AUDREY (H)



D. HAMDENVALE TRUDY (IVF) (H) DJD1085/5F

LANCEFIELD D AUGUSTINE 5507/D (PP)

Identifier: DJD1822/21F Calved: 12/10/22

S. PALMAL ALBERTO 9121 (PS) DJM9121M

PALMAL DIAMOND 6629 (H)

Colour: Grey Horn: Horned P.H. No. 1822/21 Age: 24 Mths

JDH MADISON DE MANSO (IMP US) (ET) (H) +

HAMDENVALE ZARIZA 206/0 (IVF) (H)

NOTES: Hamdenvale Behira has a light pigment, is very feminine with deep flank. She is another daughter of our home sire Palmal Alberto 9121 (PS). Al'd to Moreno Mr Polled Kyros on 23.8.24.

NOTES: Hamdenvale Trudy is a light pigment, feminine young heifer with good bone and a nice tidy underline. Al'd to Moreno Mr Polled Kyros on 23.8.24.



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#### 7 HAMDENVALE MORINDA 1736 (IVF) (H)

Identifier: DJD1736F Calved: 21/03/22

Colour: Grey Horn: Horned P.H. No. 1736 Age: 31 Mths

JDH MASSAI MANSO 608/6 (IMP US) (H)

S. JDH MASSAI MORANI MANSO 383/7 (IMP US) (H) JDH383/7M
JDH LADY MANSO 901/5

MR H MADDOX MANSO 684 (IMP US) (H)

D. HAMDENVALE MELINDA 939 (IMP ET) (ET) (H) DJD939F

MISS V8 43/7 (IMP US) (ET) (H)

**NOTES**: Hamdenvale Morinda is a big upstanding daughter of JDH Massai Morani Manso and Hamdenvale Melinda. She is a lovely stylish heifer, well grown with great depth. Al'd to Dream Boy 165 on 23.8.24.

#### 8 HAMDENVALE MAYA 1771/83 (IVF) (H)

Identifier: DJD1771/83F Calved: 13/06/22

Colour: Red Horn: Horned P.H. No. 1771/83 Age: 28 Mths

JDH MASSAI MANSO 608/6 (IMP US) (H)

S. JDH MASSAI MORANI MANSO 383/7 (IMP US) (H) JDH383/7M

JDH LADY MANSO 901/5

LMC LN POLLED PAPPO 136/6 (PP)

D. HAMDENVALE CARLA (IVF) (PS) DJD1594/36F

HAMDENVALE BONNIE (ET) (H)

**NOTES**: Maya offers great potential as a stud matron being by JDH Massai Morani Manso out of Hamdenvale Carla. Al'd to Tarramba Top Shelf on 23.8.24.







#### 9 HAMDENVALE GOLDA 1859 (IVF) (H)

Identifier: DJD1859F Calved: 17/11/22

Colour: **Red** Horn: **Horned** P.H. No. **1859** Age: **23 Mths** 

HK PASSPORT (IMP US)

S. MR H GOLD RUSH 478 (IMP US) HER478M

MISS MK 7/269

LMC LN POLLED PAPPO 136/6 (PP)

D. HAMDENVALE CARLA (IVF) (PS) DJD1594/36F

HAMDENVALE BONNIE (ET) (H)

#### 10 HAMDENVALE CARUSHA 1861 (IVF) (PS)

Identifier: DJD1861F Calved: 15/11/22
Colour: Light Red Horn: Polled/Scurred

P.H. No. 1861 Age: 23 Mths

HK PASSPORT (IMP US)

S. MR H GOLD RUSH 478 (IMP US) HER478M

MISS MK 7/269

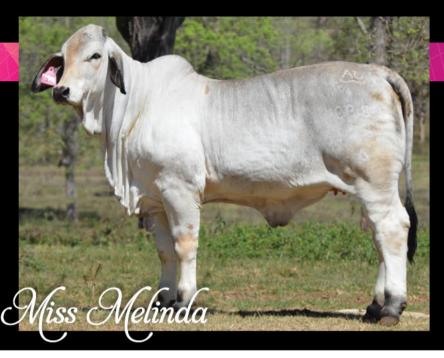
LMC LN POLLED PAPPO 136/6 (PP)

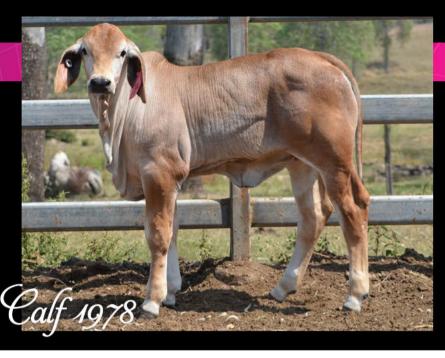
D. HAMDENVALE CARLA (IVF) (PS) DJD1594/36F

HAMDENVALE BONNIE (ET) (H)

**NOTES**: Hamdenvale Golda is one of 2 Mr H Gold Rush 478 Heifers selling in the sale. She is a light red, deep bodied heifer with a great topline.

**NOTES**: Hamdenvale Carusha is the second Mr H Gold Rush 478 to be offered out of Hamdenvale Carla. She is a light red, big frame heifer with strong genetics.





#### 11 HAMDENVALE MISS MELINDA 1899 (IVF) (H)

Identifier: DJD1899F Calved: 01/09/23

Colour: Grey Horn: Horned P.H. No. 1899 Age: 13 Mths

MR V8 NOBLE 458/7 (IMP US) (H)

S. MR V8 146/8 SLOAN (IMP US) (ET) V8R146/8M MISS V8 805/6

LMC LN POLLED PAPPO 136/6 (PP)

D. HAMDENVALE CARLA (IVF) (PS) DJD1594/36F HAMDENVALE BONNIE (ET) (H)

NOTES: Hamdenvale Miss Melinda is a beautiful daughter of Mr V8 146/8 (Sloan) and Hamdenvale Melinda. She's a soft, deep, dark pigment potential Donor Cow.

#### 12 EMBRYO CALF 1978 (ET)

Calved: 27/07/24

Colour: Light Red Horn: Horned P.H. No. 1978 Age: 2 Mths

MR V8 380/6 (IMP US) (H) +

S. MR V8 322/8 (IMP US) (ET) V8R322/8M MISS V8 33/8

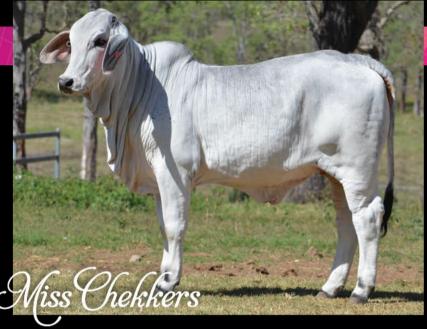
MR V8 179/8 (IMP US) (ET) (H)

D. MISS V8 581/9 (IMP US) (ET) (H) V8R581/9F MISS V8 295/8

**NOTES**: Fully Imported V8 heifer by Mr V8 322/8 (Imp US) out of Miss V8 581/9 (Imp US). This very feminine heifer exudes the style and quality one would expect of a V8 heifer. A great potential donor when she grows up.







#### 13 EMBRYO CALF 1955 (ET) (PS)

Calved: 16/06/24

Colour: Red Horn: Polled/Scurred

P.H. No. 1955 Age: 4 Mths

JDH MR ELMO MANSO (IMP US) (H)

S. MR V8 279/7 (IMP US) (PS) V8R279/7M

MISS V8 510/6

LMC LN POLLED PAPPO 136/6 (PP)

D. HAMDENVALE CARLA (IVF) (PS) DJD1594/36F

HAMDENVALE BONNIE (ET) (H)

#### 14 HAMDENVALE MISS CHEKKERS 1907 (PS)

Identifier: DJD1907/21F Calved: 06/10/23

Colour: Grey Horn: Polled/Scurred P.H. No. 1907/21 Age: 12 Mths

LANCEFIELD D AUGUSTINE 5507/D (PP)

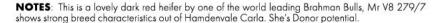
S. PALMAL ALBERTO 9121 (PS) DJM9121M

PALMAL DIAMOND 6629 (H)

AKAMA MERTON (ET) (H)

D. HAMDENVALE CHEKKERS (H) DJD1171/31F

PBF MISS CHEKKERS MANSO 134/8 (IVF) (H)



NOTES: Miss Chekkers is a soft light pigment heifer with great temperament. She has the added benefit of polled genes through Palmal Alberto 1912 (PS).

## HAMDENVALE Sires



MR V8 146/8 SLOAN (IMP US) (ET) S: MR V8 NOBLE 458/7 (IMP US) (H) D: MISS V8 805/6



JDH MASSAI MORANI MANSO 383/7 (IMP US) (H) S: JDH MASSAI MANSO 608/6 (IMP US) (H) D: JDH LADY MANSO 901/5



MR V8 322/8 (IMP US) (ET) S: MR V8 380/6 (IMP US) (H) + D: MISS V8 33/8



MR H GOLD RUSH 478 (IMP US) S: HK PASSPORT (IMP US) D: MISS MK 7/269

## HAMDENVALE Dams



HAMDENVALE MELINDA 939 (IMP ET) (ET) (H)
S: MR H MADDOX MANSO 684 (IMP US) (H) D: MISS V8 43/7 (IMP US) (ET) (H)



HAMDENVALE CARLA (IVF) (PS)
S: LMC LN POLLED PAPPO 136/6 (PP) D: HAMDENVALE BONNIE (ET) (H)

## Sires & Dams

The high performance herd sires and dams at Hamdenvale Brahmans are the foundation of our breeding program.







#### 15 HAMDENVALE MISS MCKENZIE 1908/21 (PS)

Identifier: DJD1908/21F Calved: 11/10/23

Colour: Grey Horn: Polled/Scurred P.H. No. 1908/21 Age: 12 Mths

LANCEFIELD D AUGUSTINE 5507/D (PP)

S. PALMAL ALBERTO 9121 (PS) DJM9121M
PALMAL DIAMOND 6629 (H)

AKAMA MERTON (ET) (H)

D. HAMDENVALE MCKENZIE (H) DJD1203/6F PINDI MACKENZIE MANSO (H) 16 HAMDENVALE CARLOTTA 1808/83 (AI) (H)

Identifier: DJD1808/83F Calved: 20/09/22

Colour: Grey Horn: Horned P.H. No. 1808/83 Age: 25 Mths

JDH MASSAI MANSO 608/6 (IMP US) (H)

S. JDH MASSAI MORANI MANSO 383/7 (IMP US) (H) JDH383/7M

JDH LADY MANSO 901/5

LMC LN POLLED PAPPO 136/6 (PP)

D. HAMDENVALE CARLA (IVF) (PS) DJD1594/36F

HAMDENVALE BONNIE (ET) (H)

NOTES: Miss McKenzie is a similarly bred heifer who offers the darker pigment with the benefit of polled breeding via Palmal Alberto 1912 (PS)

**NOTES**: Carlotta is a special heifer, with darker pigment, showing great breed character and a daughter of JDH Massai Morani Manso 383/7 and Hamdenvale Carla. Donor potential. Al'd to V8 279 on 23.8.24



## STUD SALES

LIVE AUCTIONS & ONLINE SALES **BULLS, FEMALES & GENETICS** PRIVATE SALES | COMMERCIAL SALES **FEEDLOT SALES** 







Mark Duthie 0448 016 950 Corey Evans 0427 233 999

Josh Heck 0409 732 676 Tony Dwyer 0427 589 437 Georgie Connor 0428 347 550 Simon Kinbacher 0427 735 620

BIG ENOUGH TO COUNT, small enough to care





#### 17 HAMDENVALE MISS MELINDA (IVF) (H)

Identifier: DJD1762/83F Calved: 14/06/22

Colour: Grey Horn: Horned P.H. No. 1762/83 Age: 28 Mths

JDH MASSAI MANSO 608/6 (IMP US) (H)

S. JDH MASSAI MORANI MANSO 383/7 (IMP US) (H) JDH383/7M
JDH LADY MANSO 901/5

MR H MADDOX MANSO 684 (IMP US) (H)

D. HAMDENVALE MELINDA 939 (IMP ET) (ET) (H) DJD939F

MISS V8 43/7 (IMP US) (ET) (H)

**NOTES**: Miss Melinda is a honey coloured daughter of Hamdenvale Melinda and JDH Massai Morani Manso. She will grow into a big frame, stud matron, with good bone and depth. Al'd to V8 279 on 23.8.24.

#### 18 HAMDENVALE MISS RACHEL 1909/21 (H)

Identifier: DJD1909/21F Calved: 15/10/23

Colour: Grey Horn: Horned P.H. No. 1909/21 Age: 12 Mths

LANCEFIELD D AUGUSTINE 5507/D (PP)

S. PALMAL ALBERTO 9121 (PS) DJM9121M

PALMAL DIAMOND 6629 (H)

AKAMA MERTON (ET) (H)

D. HAMDENVALE RACHEL (H) DJD1150/31F

HAMDENVALE MISS RACHEL 497/9 (AI) (H)

**NOTES**: Miss Rachel is a blue grey heifer by Palmal Alberto 1912 (PS) and is a grandaughter of Mr V8 51/6 (PS).





#### 19 HAMDENVALE CARLITA 1903 (IVF) (H)

Identifier: DJD1903/46F Calved: 08/09/23

Colour: Light Grey Horn: Horned P.H. No. 1903/46 Age: 13 Mths

MR V8 NOBLE 458/7 (IMP US) (H)

S. MR V8 146/8 SLOAN (IMP US) (ET) V8R146/8M MISS V8 805/6

FG MONTERREY MANSO 153/0 (IMP US)

D. HAMDENVALE MADLYN 1105 (IMP ET) (ET) (H)
LADY H MADLYN MANSO 601 (IMP US)

#### 20 HAMDENVALE CARLA'S GOLD 1856 (IVF) (PS)

Identifier: DJD1856/78F Calved: 08/11/22

Colour: Red Horn: Polled/Scurred P.H. No. 1856/78 Age: 23 Mths

HK PASSPORT (IMP US)

S. MR H GOLD RUSH 478 (IMP US) HER478M MISS MK 7/269

LMC LN POLLED PAPPO 136/6 (PP)

D. HAMDENVALE CARLA (IVF) (PS) DJD1594/36F HAMDENVALE BONNIE (ET) (H)

NOTES: Carlita is a daughter of Mr V8 146/8 (Sloan) and Hamdenvale Madlyn 1105. This light grey heifer shows style and a lot of the characteristics we expect from our V8 bred females

**NOTES**: This Mr H Gold Rush heifer offers something different in genetics. She is a deep red colour with good bone, depth of flank and breed character.









#### 21 HAMDENVALE KATIE 1737/21 (PS)

Identifier: DJD1737/21F Calved: 15/05/22 Colour: Grey Horn: Polled/Scurred

P.H. No. 1737/21 Age: 29 Mths

LANCEFIELD D AUGUSTINE 5507/D (PP)

S. PALMAL ALBERTO 9121 (PS) DJM9121M PALMAL DIAMOND 6629 (H)

AKAMA MERTON (ET) (H)

D. HAMDENVALE SWEET KATE (H) DJD1207/31F PBF SWEET KATE MANSO 435 (ET) (H)



#### 22 HAMDENVALE A MISS NANETTE 1924/83 (IVF) (H)

Identifier: DJA1924/83F Calved: 03/11/23

Colour: Grey Horn: Horned P.H. No. 1924/83 Age: 11 Mths

JDH MASSAI MANSO 608/6 (IMP US) (H)

S. JDH MASSAI MORANI MANSO 383/7 (IMP US) (H) JDH383/7M

JDH LADY MANSO 901/5

FBC IMPACT MANSO 821/1 (H)

D. HAMDENVALE A NANETTE (H) DJA1318/82F

PBF REBECCA MANSO 647/6 (ET) (H)

**NOTES**: Katie is a big framed, honey coloured heifer, well grown and carrying polled genetics through her sire Palmal Alberto 9121 (PS). Al'd to JDH Roma Manso on 23.8.24.

NOTES: Nanette is a sweet young Morani daughter with darker grey pigment and plenty of looseness and stretch.



#### 23 HAMDENVALE ROCKANI 1929 (IVF) (PS)

Identifier: DJD1929/83F Calved: 08/11/23 Colour: Grey Horn: Polled/Scurred

P.H. No. 1929/83 Age: 11 Mths

JDH MASSAI MANSO 608/6 (IMP US) (H)

S. JDH MASSAI MORANI MANSO 383/7 (IMP US) (H) JDH383/7M
JDH LADY MANSO 901/5

MR 4F ACCELERATOR 7/6 (IMP US) (PP)

D. ROCKSTAR ALYSSA 178 (IVF) (PP) SLV178F ROCKSTAR POCKET ROCKET 54 (IVF) (PS)

**NOTES**: Hamdenvale Rockani is the daughter of our \$42,000 purchase Rockstar Alyssia and our star. Sire in JDH Massai Morani Manso 383/7.



#### TERMS AND CONDITIONS OF SALE

IMPORTANT NOTICE: All bids shall be treated as offers made upon the following Terms and Conditions of Sale and all persons present are admitted to attend the sale on the basis that they have notice of these Terms and Conditions.

- The highest bidder shall, subject to Condition 2, be the Purchaser provided that the Vendor reserves the right to bid either
  by himself or through his Agent or Auctioneer and should any dispute arise among the bidders for any lot, during or
  immediately after the sale of the lot, it shall be settled at the Auctioneers absolute discretion who may, should one of the
  disputants advance, put the lot or lots up again. The bidding from time to time shall be regulated by the Auctioneer and
  no bid shall be retracted.
- 2. The sale will be conducted on a "Sale" or "No Sale" basis whereby the lot for sale shall be knocked down to the highest bidder, but the sale will be subject to the acceptance of the highest bid by the Vendor who will immediately after the fall of the hammer declare "Sale" or "No Sale". Should the Vendor reject the bid of the highest bidder such bidder will have the right of first refusal of the lot at the Vendor's nominated price for one hour after the lot has been passed out of the righ on the Terms and Conditions herein set forth in so far as they shall apply.
- The details of the Purchaser, the purchase price and the lot sold as recorded by the sale clerk for and on behalf of the
  Auctioneer shall be equally binding on both Purchaser and Vendor.
- 4. The Auctioneer expressly reserves the right, without giving any reasons therefore, to:-
  - (a) Refuse to acknowledge any bid;
  - (b) Withdraw any lot or lots before or during the sale;
  - (c) Exclude any person from the auction venue should it think fit.
- Each lot in all cases shall be at the risk and expense of the Purchaser upon acceptance of his bid by the Vendor or upon
  acceptance of the highest bidder's offer by the Vendor whichever shall be the earlier.
- 6. Except as expressly provided in these Terms and Conditions of Sale no guarantee or warranty shall be given in respect of any lot sold under these Conditions as to pedigree, sex, age, breeding condition or otherwise howsoever, and no guarantee, warranty or condition whatsoever shall be implied from any affirmation made before or at the time of the sale, or from any circumstances of the sale, but in all cases where a guarantee is intended the same shall attach and be enforceable only if reduced to writing before delivery of the lot and signed by the Vendor or by the Auctioneer acting as agent for the Vendor, and the absence of such writing shall be conclusive evidence in case of dispute that no guarantee, warranty or condition whotsoever was given or implied.
- In the event of any dispute in respect to the sale of any lot:
  - (i) The Purchaser shall nevertheless be obliged to pay to the Auctioneer the full purchase price and any other monies or interest payable by the Purchaser in accordance with these terms and conditions;
  - (ii) The Vendor and the Purchaser shall resolve the dispute between themselves:
  - (iii) The Auctioneer shall have no liability or responsibility in regard to the dispute; and
  - (iv) No lot shall be returned to the Auctioneer and the Purchaser shall indemnify the Auctioneer for all costs, expenses and damages which the Auctioneer is put to or incurs by reason of the Purchaser so doing.
- B. The name of the Vendor for whom the Auctioneer acts is acknowledged to have been furnished to Purchasers prior to the sale and further particulars will in all cases be furnished to a Purchaser if required. In the case of any disputes the remedy of the Purchaser shall be against the Vendor only and in no case or under any circumstances against the Auctioneer who is to be regarded for all intents and purposes as agent for a disclosed principal.
- 9. (a) PAYMENT Unless prior credit arrangements have been made in writing with the Auctioneer the full purchase price for each lot shall be due and payable to the Auctioneer in cash upon acceptance of the highest bid or the highest bidder's offer by the Vendor and prior to delivery. Notwithstanding that delivery is given to or possession obtained by the purchaser or his representative prior to the payment of the purchase money in full the property in any lot which is sold shall not pass to the Purchaser until the full purchase price and all cheques, promissory notes, bills of exchange, acceptance orders or drafts given in connection with such payment have been paid and liquidated, and until property shall pass, the Purchaser shall hold such lot as bailee, provided that in all cases should such payment not have been made and liquidated within 14 days of the date of the sale the Auctioneer reserves the right to:—
- (i) Rescind the contract on behalf of the Vendor and repossess and resell any lot;

- (iii) Recover from the Purchaser interest upon the purchase price at a rate per annum which aggregates the AMBA Bill Rate plus two percentum. For the purposes of this condition, the expression "the AMBA Bill Rate" is the rate published by the Australian Merchant Bankers Association in good faith as at the date of the sale as its bill rate for 180 day bills of exchange expressed as a percentage per annum. If at any time the AMBA Bill Rate becomes unavailable for any reason, the Auctioneer shall determine and advise the Purchaser of the interest rate to apply for the purposes of this condition.
- 9.(b) The Auctioneer is selling as the del credere agent of the Vendor and the full purchase price of any lot sold shall be payable by the Auctioneer in its own name.
- 10. If the Purchaser shall neglect or fail to comply with any of the within conditions, any lot purchased by him may be immediately resold by public auction or private contract, with or without notice, at the risk of the former Purchaser, who will be held responsible for all loss and expenses arising out of such resale, and shall not participate in any profit accruing thereform.
- Any Vendor or Purchaser removing the sale number from any lot after it has been sold will fully indemnify all affected
  parties for any loss, costs or damage should the lot be wrongly delivered.
- The Purchasers, if any more than one, shall be jointly and severally bound by these Terms and Conditions, and shall jointly
  and severally carry out and perform same.
- 3. Any person who advances a bid on a lot shall do so on the expressed condition and understanding that should that person's bid be the highest bid and such bid is accepted by the Vendor, then that person will be held personally liable for the price so agreed upon, regardless of the fact that that person may be acting on behalf of another party, either disclosed or undisclosed to the Vendor or Auctioneer, provided however, that this Condition shall not in any way negate the Vendor's right to claim against any principal and in such case the bidder's liability shall be construed to be by way of guarantee.
- 14. The Auctioneer may, should it think fit, make arrangements on a Purchaser's behalf for the feeding, watering, trucking, shipping of and general attendance to any lot after sale but no responsibility will be accepted by the Auctioneer and all such service will be at the Purchaser's risk and expense.
- 15. No lot will be delivered until the sales invoice has been checked and signed by the Purchaser or his duly authorised representative.
- 16.(a) Each lot in all cases shall be sold with all faults, if any, and excepting those conditions and warranties implied by the Trade Practices Act or any applicable State legislation which cannot be contractually excluded and excepting conditions and warranties expressly containined in these Terms and Conditions of Sale, any express or implied condition, statement of warranty, statutory or otherwise, is hereby excluded. The Auctioneer is not liable in respect of any error, misdescription or omission in any particulars appearing or stated regarding the description of pedigrees of any lot offered for sale and no such error, misdescription of omission shall entitle the Purchaser to annul the sale or reject the lot or claim any compensation, damage or abatement in price.
- (b) Each lot will be sold subject to passing all veterinary tests required by the law of the state or country to which the Purchaser intends to transport that particular lot, such tests to be undertaken at the Purchaser's expense and concluded immediately following the sale. In the event of a lot failing to pass these tests, the sale shall be null and void, any purchase moneys paid by the Purchaser shall be refunded and property in the lot shall revert to a remain with the Vendor.
- 17. Guarantees of Fertility:-
- (1) BULLS Save and except for calves at foot, all bulls are guaranteed breeders and to so prove by the later of:
  - (a) six months after the date of sale or
  - (b) the animal reaching the age of 24 months
- (2) FEMALES Save and except for female calves at foot, all females are guaranteed to be in calf or go into calf by the later of:
  - a) 6 months of the date of sale
  - the animal reaching the age of 30 months
  - A positive pregnancy test certified by a qualified veterinary surgeon shall be sufficient evidence that the animal is in calf.
- (3) Claims under Clauses 17(1) and 17(2). A claim that an animal has failed to satisfy a guarantee of fertility under Clause 17(1) or 17(2) must be made to the Vendor within the relevant guarantee period but prior to the animal entering a

#### TERMS AND CONDITIONS OF SALE

quarantine area other than on the Vendor's property.

- (a) All claims must be accompanied by a certificate from a registered veterinarian surgeon in accordance with the guidelines established by the Australian Association of Cattle Veterinarians which must clearly identify the basis of the claim.
- (b) Subject to Clause 17(9), infertility resulting from injury or disease occurring after the sale of the animal is not covered by this quarantee.
- (c) The Vendor retains the right to have the animal placed on a property nominated by him or returned to his own property for further assessment of fertility for a period not exceeding six months. If the animal proves fertile within the period such status must be confirmed by a certificate issued by a registered veterinary surgeon in accordance with the guideline established by the Australian Association of Cattle Veterinary and costs incurred must be borne by the Purchaser. If the animal not proven fertile within the period, the costs incurred must be borne by the Vendor.
- (4) LIABILITY OF A VENDOR Except for costs defined elsewhere in the conditions of sale, the liability of a Vendor in respect of claims relating to fertility shall not exceed the purchase price of the animal(s) or provide mutually agreed upon replacement animal(s).
- (5) In the event of a claim being substantiated:
  - (a) The purchase price shall be refunded within 14 days unless a mutually agreed upon replacement animal has been provided.
  - (b) The animal/s which are the subject of the claim and any stocks of stored semen shall automatically become the property of the vendor and be returned to him or disposed of according to his instructions at his expense.
- (6) Subject to Clause 17(9), this guarantee is of no effect if:
  - (a) The animal is returned to the Vendor.
- (i) In poor physical condition or with any injury;
- (ii) Tests carried out on behalf of the Vendor within fourteen days of such return proved positive to any diseases which may affect the animal's fertility or ability to breed naturally; or
- (b) The Purchaser has collected and stored embryos from a female.
- (7) In the event of a dispute as to whether a lot is a breeder, such dispute shall be resolved by the Vendor and the Purchaser and the Auctioneer, while he will use his best endeavours to assist, shall have no liability or responsibility in that regard. If an animal is alleged or proved not to be a breeder, the Purchaser must nevertheless pay the Auctioneer the full purchase price and any other monies or interest payable by the Purchaser in accordance with these Terms and Conditions.
- (8) EVIDENCE OF FERTILITY A Certificate issued by a registered veterinary surgeon at or before the time of sale than an animal is fertille (unless it is a certificate stating in respect of a female that she is in calf at the time of sale) does not, of itself, satisfy or discharge the Vendor's obligations under the guarantee of fertility given under this Clause 17. All animals, except calves at foot, must prove their fertility within the relevant quarantee period.
- (9) RELIEF FROM GUARANTEE If the Vendor seeks to be relieved from the obligations which would otherwise be imposed upon him by this clause by virtue of Clauses 17(3)(b) or 17(6)(a), the onus of proof is upon the Vendor to establish that:
  - (a) The animal suffered the injury or disease or is in poor physical condition due to circumstances and events occurring after the sale, and
  - (b) The injury, disease of physical condition is the sole cause of the animal's infertility or failure to prove fertility within the guarantee period.
- (10) DEFINITION For the purpose of this Clause 17, the expression "guarantee period" means:
  - in relation to bulls the period specified in Clause 17(1) as being the period in which the bull must prove his fertility;

and

- (b) in relation to females the period specified in Clause 17(2) as being the period in which the female must go into calf.
- 18.(a) Each lot shall be at the risk of the Vendor in respect of any damage or injury, whether by disease, accident or otherwise, or whether caused by the negligence of the Auctioneer for the period that the lot be in the custody of the Auctioneer, unless such lots shall have been sold in which latter case such lot shall be at the risk of the Purchaser in all such respects.
- 8 (b) If any Vendor brings to the sale premises any lot which is dangerous, or infected with any disease, that Vendor shall be liable for all injury, damages, costs, losses or expenses which the Auctioneer may sustain, incur or be put to either directly or indirectly as a result of the Vendor so doing. The Auctioneer reserves the right, at its absolute discretion, to exclude from the sale, or put out of the sale venue or dispose of, any lot which in its opinion shows signs of any disease, whether infectious, contagious or not, or of any serious fault or of being dangerous.
- 19. DELIVERY Except at the discretion of the Auctioneer no lot shall be delivered to the Purchaser unless payment of the purchase money together with any additional charges incurred including those expenses incurred by the Auctioneer pursuant to Condition 14 hereof, is first made by the Purchaser to the Auctioneer. Release of lots may be withheld by the Auctioneer until personal cheques are cleared.
- In these Conditions:—
- (a) References to "Auctioneer" shall be taken to mean as the context so admits, the Selling Agent or any member, subsidiary or related corporation or body, officer, agent or employee thereof, authorised by the Vendor to conduct the sale of the lot:
- (b) "Purchaser" shall have the meaning ascribed to it in Condition 1;
- (c) "Vendor" shall mean the person or corporation upon whose account lots are offered for sale and where a stud or farm is named shall mean the proprietor of that stud or farm:
- (d) "Lot" shall be taken to mean the animal offered for sale and/or sold by the Auctioneer on behalf of a Vendor.

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#### IMPORTANT NOTICE

The Selling Agent, its members, subsidiary or related corporations, officers, agents, and employees for themselves and for those for whom they act while exercising due care provide all information without responsibility and give no guarantee whatsoever as to its accuracy.

All persons who attend the Sale do so entirely at their risk and the Selling Agent, its members, subsidiary or related corporations, officers, agents, employees and its principals, for themselves and for those for whom they act, do not assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur.

Special Note: Delivery from Mackay Showgrounds from Saturday 26th October 2024.

#### FEMALES OF THE FUTURE SALE - 6.30PM FRIDAY 25TH OCTOBER 2024 - MACKAY SHOWGROUNDS

Buyer Instructions Sheet	BID CARD NO.				
Name:					
Email:  Phone No:  Mobile No:  Lots Purchased:  TOTAL LOTS PURCHASED	Delivery - Carrier arranged by buyer  Delivery - Sale Agent to arrange  YES Carrier  Insurance (State Period)  YES NO FEEDING REQUIRED?  Yes No INVOICE to  IS DIPPING REQUIRED?				
DESTINATION	Signature of Buyer  For Clean Country Entry (DPI Insp.)  For Ticky Areas Only Y N				
NLIS PIC	Date				
PLEASE NOTE: The buyers instruction sheet must be completed in full and signed by the buyer of their authorised representative					



## WE SINCERELY THANK ALL BUYERS, BIDDERS AND UNDERBIDDERS FOR YOUR INTEREST IN OUR FEMALES AND WISH ALL BUYERS EVERY SUCCESS WITH YOUR PURCHASES.

Thanks to Thomas Borthwick & Sons for their support of the Bar-B-Que at our Sale Preview

Our thanks to our Staff for the Preparation of the Sale Team and our Agents for Selling the Team

WE HOPE YOU'VE ENJOYED THE SALE AND WISH YOU ALL THE BEST WITH YOUR FUTURE BRAHMAN BREEDING

Females of the Future Sale

thank you