

NATIONAL DEXTER SHOW

The Committee is pleased to incorporate the National Dexter Show during the 2010 National Beef Show. Judging will take place 9.30am Saturday on the main arena. Additional Sponsorship has been obtained and will be allocated to the breed classes. Supreme Dexter Exhibit will receive a specially designed small breed crush kindly donated by Highfield Industries

If you're working with cattle you need a
STUBBY



Small Breeds Cattle Crush

Ultimate Performance in the Perfect Size

Purpose Built for small breeds including:

- Dexter
- Square Meaters
- Miniature Galloway
- Lowline

Shown with optional anti-buckle feature.

For larger breeds ask about our "Long Neck" range of cost effective cattle handling equipment.

HIGHFIELD INDUSTRIES Free Call 1800 339 902

VICTORIAN CHAROLAIS SHOWCASE

OVER \$2000 IN PRIZE MONEY FOR STUD CATTLE SHOWCASE
 Donated by Victorian & NSW Charolais Society & Stud Breeders,

Additional prize money for Charolais infused steer
 For further info contact
 Warren Miller
 Ph:0423396014

BREED SOCIETY SPONSORSHIP

The Australian Belgian Blue Society will provide a trophy for the Supreme Exhibit Belgian Blue.

Australian Sales Association - a trophy will be awarded to the Most Successful Sales Exhibitor.

The Victorian Branch of the Shorthorn Society will provide additional class prize money of: 1st: \$20.00, 2nd: \$10.00, 3rd: \$5.00. in the Shorthorn breed.

Victorian Region – Australian Red Poll Cattle Breeders Inc

Junior Champion Red Poll Male	\$50.00
Junior Champion Red Poll Female	\$50.00
Senior Champion Red Poll Male	\$50.00
Senior Champion Red Poll Female	\$50.00

Simmental Society of Australia – Victorian Branch a trophy will be awarded to the Grand Champion Simmental Male & Grand Champion Simmental Female.

ALL BREEDS SALE
10.30AM SUNDAY
23rd MAY 2010

KEVIN STRATTON
 (Pictured right)
 ELLIS NUTTALL & CO
 AUCTIONEER
 Ph: 0427 259 605



ELLIS NUTTALL & CO. EST. 1934

92 QUEEN STREET
 BENDIGO



LUKE NEVINS
 (Pictured left)
 F.P NEVINS & CO
 AUCTIONEER
 Ph: 0418 510 166

F. P. NEVINS & CO. PTY. LTD.

AUCTIONEERS, STOCK AND LAND SALESMEN

92 BROOKE STREET
 INGLEWOOD

SALE ENTRY FEE \$77.00 - per animal
 including cataloguing and advertising.

Entries Close: March 31st at 5pm
 with the Secretary

Late Entry - Double Fees
 Catalogues available 1st May onwards

HELMSMAN SYSTEM

The Helmsman buying system combines the best features of the auction system and sale by private treaty. People say that the Helmsman System is buyer friendly because it helps them get better value for money. The simultaneous auction method enables them to switch to the best-valued animal at any time during the sale. So the Helmsman system will give you a better chance of getting the animal of your choice at the price of your choice.

The Benefits

1. You have more time to consider lodging a bid. You can place genuine bids on any animal of your choice at anytime during the sale period.
2. You have the opportunity to reassess each lot during the sale period without any pressure to make an instant decision.
3. You take home the animal/s you want irrespective of lot order.
4. If you are considering purchasing a number of animals, the "Helmsman" system will give you a better chance to average your purchase cost in order to meet your budget.

HOW THE "HELMSMAN" SYSTEM WORKS

5. On arrival, intending purchases need to register at the bid table and receive a buyer number.
6. All animals are displayed for inspection prior to, and during the sale.
7. When the sale commences, all animals are on the market simultaneously. You may bid on any animal regardless of lot number, by filling in a bid card and handing it to the receptionist at the bid table, agent or to a "runner".
8. You may open the bidding at the reserve price indicated for each animal in the catalogue, and contest bids in multiples of no less than \$100.
9. Bids are recorded, with the buyer's number, on a large board adjacent to the animals. You can bid on any numbers of animals at once, and see at a glance whether your bid still stands, or has been over-bid.
10. There is no pressure to commit you to another bid. If your "first choice" animal goes beyond your limit, you can still bid on any other animal in the sale.
11. The sale will remain open for a minimum of 15 minutes. A bid registered in the last 2 minutes will result in a 2 minute extension of selling time. Any further bids trigger the same process until a full 2 minutes "no bid" period concluded the sale.
12. A bid, once submitted and recorded, cannot be retracted.

CHAPTER ONE STANDARD TERMS OF SALE

1. Subject to any reserve price, and to the right of the vendor to withdraw any lot without declaring the reserve, the highest bidder shall be the purchaser.
2. The auctioneer has the right to bid as he thinks fit on behalf of the vendor.
3. The last price called by the auctioneer at the fall of the hammer shall be the amount at which the lot has been sold.
4. 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.
5. The auctioneer may refuse to accept any bid, which, in the auctioneer's opinion, is not in the best interests of the vendor, and need not give reasons for doing so.
6. 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.

7. 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.
8. As soon as practicable after the fall of the hammer, the purchaser shall sign the agreement for sale (if any).
9. The purchaser of livestock must pay the vendor or auctioneer the full amount of the purchase price and whether or not an invoice has been received from the auctioneer:
 - (a) If that amount can reasonably be determined immediately after the fall of the hammer - before the close of the next business day following the auction; or
 - (b) If that amount cannot reasonably be determined immediately after the fall of the hammer - before the close of the next business day following determination of that amount, unless some other time for payment is specified in a written agreement between the purchaser and the auctioneer made before the fall of the hammer.
10. The purchaser authorizes the auctioneer and/or the auctioneer's clerk, at their discretion, to sign on the purchaser's behalf the agreement for sale (if any) which shall embody these terms and conditions of sale and on the purchaser's behalf to pay or accept responsibility for payment to the vendor of the purchase money to facilitate immediate delivery (which will not transfer title). In this case, as between the vendor, auctioneer and purchaser:
 - (a) The purchaser shall immediately reimburse the auctioneer for all money paid and for which responsibility has been accepted; and
 - (b) The auctioneer shall have all the rights, powers and remedies of a vendor including, without limitation, the rights, powers and remedies granted under these terms and conditions of sale.
11. No person may bid unless, prior to the commencement of the sale, that person has made arrangements to:
 - (a) Effect payment in full in cash immediately on each lot being knocked down against delivery; and
 - (b) Deposit with the auctioneer the whole or any part of the purchase money if required by the auctioneer at any time during or after the sale, or made other arrangements satisfactory to the auctioneer for payment for stock purchased. If bids in breach of this condition are inadvertently accepted, delivery shall not be given until the purchase money is paid and any law, rule or practice to the contrary is accordingly negated as far as possible.
12.
 - (a) All stock purchased, except cattle sold on a live weight basis, shall be at the risk and expense of the purchaser upon the fall of the hammer.
 - (b) Cattle purchased shall become the property of and shall be at the risk and expense of the purchaser immediately after the conclusion of the Interbreed Competition judging.
 - (c) Any claim or objection arising out of an error or misdescription in the provision of relevant information required by legislation or regulation giving effect to the National Livestock Identification Scheme in force in the State in which the sale takes place must be made

within seven days of the date of the sale. After the seventh day following the sale, the purchaser may not make any objection, requisition or claim against the vendor or agent in respect of such error or misdescription

- (d) Any statements made by the Vendor or the Auctioneer whether in writing or orally to the effect that any female has been pregnancy tested positive shall mean and require only that a certificate in writing shall be supplied to the Buyer signed by a qualified veterinary surgeon certifying that the surgeon has pregnancy tested the said female on a date specified in the certificate and that in the surgeon's opinion the female was pregnant on that date."
13. If delivery is made to, or possession obtained by, the purchaser or its representative before full payment of the purchase money, then until full payment is received, the purchaser:
- Does not acquire title to the stock;
 - Holds the stock as bailee only for the vendor;
 - Must act in a fiduciary capacity in its relationship with the vendor;
 - Must store the stock separately or so that they are readily distinguishable from other stock owned by the purchaser;
 - Is responsible for the safety and well being of the stock;
 - May make a bona fide sale for market value of any or all of the stock. As between the purchaser and the subsequent purchaser, the sale shall be made by the purchaser in its own name and not as agent for the vendor, however as between the vendor and purchaser, the sale shall be made as bailee and agent for the vendor; and
 - 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 purchasers, on trust for the vendor.

14. If payment is not received according to clause 10, but delivery has been made to, or possession obtained by, the purchaser or its representative:
- The vendor or its agent may repossess and resell the stock and enter property owned or occupied by the purchaser or its representative if necessary to do so; and
 - Interest may be charged at the rate usually charged by the agent for overdue accounts on any amounts, which remain owing at any time.
15. Wherever the Auctioneer pays the Vendor before being paid by the Buyer, the Auctioneer is the del revere agent of the Vendor and the parties acknowledge that all rights of the Vendor as reserved hereunder are fully subrogated to the Auctioneer. Nothing in these terms and conditions shall render the Auctioneer in any way whatsoever liable to the

Buyer as Vendor nor entitle the Buyer to set off against the Auctioneer any right the Buyer may have against the Vendor or otherwise.

16. The purchaser may not make any claim against the vendor for actions by the vendor under clauses 14 or 15 and indemnifies the vendor against any loss, damage, costs, expenses, penalties, fines or claims suffered by the vendor or any person or entity arising from the vendor exercising its rights under clauses 14 or 15.
17. If a purchaser does not comply with any of these terms and conditions, any stock knocked down to that purchaser may be resold 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 purchaser's risk. The purchaser is responsible for all loss and expense arising out of a re-sale and is not entitled to any resulting profit.
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.
19. 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 sale yards and the surrounding environments.
21. In the case of any conflict these Terms and Conditions or and Interpretation thereof and the Stock (Seller Liability and Declaration) Act 1993 or the Livestock Disease Control Act 1994 or the regulations made there under then the Acts or regulations should prevail.
22. Attention is drawn to Section 3 of the Collusive Practices Act 1965 which prohibits certain conduct in accordance with or in pursuance of the collusive bidding agreement.
23. In these terms the expression auctioneer, agent, purchaser and vendor respectively includes the servants, contractors and agents of them. The auctioneer, agent, purchaser and vendor shall be wholly responsible for the acts and omissions of their respective servants, contractors and agent. The term "auctioneer" includes, so far as the Act and context permits, the vendor's stock and station agent.
24. Conducting the sale will be local agents Ellis Nuttall & Co and F P Nevins & Co. The agents will be selling the cattle with a commission of 6%. In addition the Committee will be deducting 1% and agents introducing outside buyers in writing within 24 hours with the agents will be rebated a further 2%.