MAGIC MILLIONS SALES PTY LIMITED
(REPOSSESSION FROM BC3 THOROUGHBREDS)
UNRESERVED TWO YEAR OLD SALE

11 JANUARY 2014

GOLD COAST SALES COMPLEX, QUEENSLAND, AUSTRALIA
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8, 9, 10 & 11 January - 9 to 10.30am
(or earlier by prior appointment)

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(REPOSSESSION FROM BC3 THOROUGHBREDS)
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SELLING SCHEDULE
SAT 11 JANUARY
LOTS 1191 TO 1197
FOLLOWING LOT 663
GOLD COAST SALES COMPLEX, QUEENSLAND

FOR MORE INFORMATION GO TO www.magicmillions.com.au
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IMPORTANT: PLEASE READ

All bids and offers to purchase shall be treated as offers made upon the following Conditions of Sale and all persons attending the Sale or bidding at the Sale shall be deemed to have notice of these Conditions of Sale.

1. INTERPRETATION

1.1 In these Conditions of Sale:
   ‘Auctioneer’ means Magic Millions Sales Pty Limited (ABN 54 078 396 317) and having Auctioneers and Agent's Licence No. 2005419 and includes its officers and agents;
   ‘Lot’ or ‘horse’ includes gelding, colt and filly. The expression ‘colt’ includes rig or crypt orchid, namely male animals in which one or both testes have not descended into the scrotum from the abdomen;
   ‘Promoter’ means Magic Millions Promotions Pty Limited (ABN 41 088 197 200) or any other party, identified in the Sale catalogue or other documentation issued in respect of the Sale as the promoter or sponsor of the Sale or of a closed race series or incentive race series in association with which the Sale is conducted;
   ‘Purchaser’ means the person or corporation to whom any Lot is sold as referred to in Condition 2;
   ‘Series Race’ means the closed race series or incentive race series (if any) identified in the Sale catalogue or other documentation issued in respect of the Sale;
   ‘Vendor’ means the person or corporation on whose behalf any Lot is sold by the Auctioneer and where more than one shall mean each severally and any two or more jointly.

1.2 Where the Purchaser of any Lot comprises more than one person or corporation these Conditions of Sale shall bind each such person or corporation severally and any two or more of such persons or corporations jointly.

1.3 A bidder is taken to be a principal unless, before bidding, the bidder has given to the Auctioneer a copy of a written authority from a third party principal to bid for or on behalf of that third party principal.

2. CONDUCT OF SALE

2.1 The Vendor shall have the right to bid personally or through an agent.

2.2 All bidders must have registered their names and addresses with the Auctioneer prior to the commencement of the Sale.

2.3 The highest bidder shall be the Purchaser, subject to any Reserve Price. Should any dispute arise concerning bidding, the Lot shall be immediately put up for Sale at the last undisputed bid or the dispute may be determined by the Auctioneer, whose decision shall be final and binding.

2.4 The Auctioneer shall have the right, in its absolute discretion to:
   2.4.1 determine who is the Purchaser;
   2.4.2 settle any dispute in such manner as it thinks fit;
   2.4.3 withdraw any Lot before or during the Sale without giving a reason therefore;
   2.4.4 advance the bidding as it thinks fit;
   2.4.5 exclude any person from the Sale venue;
   2.4.6 refuse to acknowledge any bid without giving any reason therefore, and the Auctioneer's decision shall be final and binding upon all persons;
   2.4.7 determine an upset price on each Lot entering the ring. If an opening bid of the appropriate figure is not forthcoming to the Auctioneer's call within thirty (30) seconds, a Lot may be passed out of the ring. The Vendor shall be entitled to instruct the Auctioneer to re-offer that Lot on completion of the Auction and the horse shall be re-offered without reserve; or
   2.4.8 bid as an Agent on behalf of a principal.

2.5 Subject to any Reserve Price, all Lots are sold at the final bid accepted by the Auctioneer in Australian currency dollars. (Any other bids or currencies displayed on the Indicator Board are displayed as a guide only.)

2.6 As soon as practical after the fall of the hammer the Purchaser will sign an agreement (if any), for sale/acknowledgement of purchase form in a form requested by the Selling Agent.

2.7 Any Auctioneer's announcements on the day of the Sale which are announcements from the Auctioneer's stand will take precedence over:
   2.7.1 these Conditions of Sale;
   2.7.2 any statements in the Sale Catalogue; or
   2.7.3 any other written or oral statement, particular or representation previously published or made.

2.8 Any further or different conditions relating to any Sale or any Lot or any Purchaser must be recorded in writing and signed prior to the Auction by or on behalf of the Vendor, the Purchaser and the Auctioneer, and, if not so recorded, shall be of no effect.

3. RESERVED SALE

3.1 Where the Sale is conducted as a Reserved Sale, the following provisions will apply.
3.2 Reserve cards will be mandatory. The Vendor must advise the Auctioneer in writing of the reserve price for each Lot before the Lot is offered for Sale. Where no reserve card is provided the Vendor or his representative must attend in the Auctioneer's rostrum to advise the Auctioneer and will be required to sign a reserve card before leaving the rostrum if the Lot is passed in. Should there be no reserve card, no Vendor or Vendor's representative in the Auctioneer's rostrum at the time that the Lot is offered for Sale, then the Lot shall be sold to the highest bidder and the Vendor shall pay the full commission and any other amounts payable.

3.3 The last bidder shall have the option to buy at the reserve price of a passed in Lot. This option must be exercised prior to the Lot leaving the Sale ring. The Auctioneer shall be entitled to commission on any Lot so sold, as if it were sold under the hammer.

4. **RISK AND EXPENSE**

4.1 Upon the fall of the hammer each Lot shall be at the risk and expense in all respects of the Purchaser and the Purchaser shall indemnify the Auctioneer in respect of and pay to the Auctioneer on demand all loss, damage, costs and expenses incurred or suffered by the Auctioneer in respect of the Lot while the Lot is at the Purchaser's risk and expense. In particular, the Purchaser will be liable for livery, agistment and transport charges for Lots not removed on the day of the Sale and they may be moved to alternate stables or agistment at the Auctioneer's discretion. Payment for Lots shall not be regarded as made until such charges have been paid. The Purchaser will comply strictly with Conditions 6.9, 9.4 and 12 of these Conditions of Sale with respect to insurance for each Lot purchased.

4.2 Prior to the fall of the hammer each Lot shall be at the risk and expense in all respects of the Vendor, and the Vendor shall indemnify the Auctioneer in respect of and pay to the Auctioneer on demand all loss, damage, costs and expenses incurred or suffered by the Auctioneer in respect of the Lot while the Lot is at the Vendor's risk and expense.

4.3 Notwithstanding any other provisions hereof, the Auctioneer shall not be liable for any damage, loss or injury occurring to any Lot or to any person or property caused by any Lot, whether caused by disease, accident, the negligence of the Auctioneer or otherwise and whether the Lot shall be in the custody, control or possession of the Auctioneer or otherwise.

4.4 The Auctioneer may upon receipt of written instructions so to do or where the Auctioneer in its absolute discretion considers it desirable to do so, make arrangements on the Purchaser's or Vendor's behalf for the stabling, feeding, transportation or general attendance to Lots while at the Sales venue provided that the Auctioneer accepts no responsibility for any act or omission whether negligent or otherwise in respect of the stabling, feeding, transportation or general attendance of any Lot.

4.5 Any Lot not sold or in respect of which any Sale is subsequently terminated shall remain at or revert to the risk and expense in all respects of the Vendor who shall arrange for the removal of the Lot immediately following the Sale.

5. **INSPECTION AND EXAMINATION**

5.1 All Lots may be inspected at reasonable times prior to Sale. Prior to Sale, a prospective Purchaser may arrange for a veterinary examination of a Lot with the Vendor. Such examination shall be carried out in the privacy of a stable and may not be carried out in the Sale ring or within the public view. The cost of this examination shall be paid for by the prospective Purchaser, solely to whom the veterinarian should make his report. The Auctioneer or Vendor may refuse examination.

5.2 The Purchaser assumes all consequences and risk arising from failure to carry out an inspection or to seek an inspection or to seek an examination of a Lot.

6. **PURCHASE AND PAYMENT**

6.1 On the fall of the hammer the Purchaser shall give his name and address and the name and address of the principal for whom he bids (if applicable) to the Auctioneer and shall immediately complete, sign and hand to the Auctioneer an acknowledgement of his purchase in such form as shall be required by the Auctioneer and provide to the Auctioneer any such other information in respect of the purchase as the Auctioneer may reasonably require.

6.2 If the Purchaser fails to comply with the requirements of Condition 6.1, then the Auctioneer may elect to declare the Purchaser in default and cancel the Sale and re-sell the Lot. If, on resale of the Lot, a lower price is obtained, then the difference in price plus any expenses of the resale shall be a debt owing by the Purchaser to the Vendor payable on demand, with interest at the rate of 1.25% per month from the date of resale until payment.

6.3 Horses are sold with all engagements, if any.

6.4 Subject to Condition 9, the full purchase price shall be due and payable to the Auctioneer in Australian currency within one hour of purchase or within such other period of time as the Auctioneer or Vendor may permit pursuant to Condition 9 below, time being of the essence, notwithstanding that delivery may not have been made.
7. GOODS AND SERVICES TAX (GST)

7.1 All lots are offered on a GST exclusive basis.

7.2 Goods and Services Tax ("GST") is payable on the auction price of thoroughbreds where the Vendor is registered for GST.

7.3 The GST registration status of Vendors is noted on the catalogue page for each lot offered.

7.4 Where a Vendor is fully registered, GST of 10% will be added to the final bid price.

7.5 Where a Vendor is not registered no GST is added to the final bid price.

7.6 The Vendor and the Purchaser undertake to do all things necessary to ensure that the provisions of the

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7.7 Magic Millions Sales Pty Limited accepts (and it is agreed by the Vendor and Purchaser) no liability for any GST liability arising as between the Purchaser and the Vendor and the ATO in respect of bloodstock sold through Magic Millions Sales Pty Limited either at auction or by private treaty.

7.8 Vendors who are not residents of Australia agree that they will offer their horse/s for Sale on the basis that the Sale/s will be made in Australia.

7.9 GST is payable on all services provided by or through Magic Millions Sales Pty Limited.

8. GST & EXPORT

8.1 In accordance with a Private Ruling issued by the Australian Taxation Office on 25th March 2002 the Auctioneer is required to charge GST on all Lots sold (subject to Conditions 7.4 and 7.5).

8.2 The Purchaser must pay to the Auctioneer all GST invoiced.

8.3 The Vendor and the Purchaser acknowledge that it is their responsibility to acquaint themselves with and comply with the requirements of the GST Act at their cost.

8.4 The Vendor acknowledges that the Auctioneer has no responsibility to pay the GST to the Vendor until such time as it is paid by the Purchaser.

8.5 If a Lot is purchased by a Non-Resident for the purpose of export the following shall apply:

8.5.1 if a Purchaser, who is not registered or required to be registered for GST desires to export a Lot and signs and gives to the Auctioneer a properly completed and signed Magic Millions Export Declaration Form (such form being prescribed by and available upon request from the Auctioneer), then the Auctioneer will not add GST to the price of the Lot sold, except in the circumstances set forth in the Magic Millions Export Declaration Form where the Purchaser of the Lot acknowledges and accepts that GST is payable in respect of the Lot;

8.5.2 it is the responsibility of the Purchaser to ensure that the Lot is exported within sixty (60) days;

8.5.3 the Auctioneer will give the Vendor of a Lot referred to in Condition 8.5.1, a copy of the relevant Magic Millions Export Declaration Form within 7 days after it is executed by the Purchaser;

8.5.4 the Purchaser will comply with all obligations imposed upon the Purchaser in the Magic Millions Export Declaration Form;

8.5.5 the Purchaser of a Lot referred to in Condition 8.5.1 must notify the Auctioneer and the Vendor in writing:

8.5.5.1 within 7 days after the Lot has been exported from Australia that the export has taken place;

8.5.5.2 at least 4 weeks prior to the expiration of the period of time permitted or approved by the Australian Taxation Office for the export of the Lot from Australia as to whether or not the Lot has been exported and what is intended in relation to is exportation;

8.5.6 the Purchaser acknowledges that it is liable for GST of 10% of the purchase price of the Lot if it is not exported within the period allowed by the Australian Taxation Office to export the Lot. If GST is payable in respect of that Lot and is not paid within 30 days of the Purchaser receiving notification that payment is due, the Purchaser agrees that the amount of the GST is a liquidated debt and will consent to entry of judgement against it for the amount of the GST and it agrees that an Affidavit sworn by the Vendor or his solicitor shall be prima facie evidence of the amount of GST payable by the Purchaser.

9. CREDIT ARRANGEMENTS

9.1 Any Purchaser requiring credit from the Auctioneer or Vendor must enter into a satisfactory credit or terms agreement with the Auctioneer or Vendor in writing prior to the Sale. All such agreements entered into at any time prior to delivery of the Lot shall be made by the Auctioneer as principal and not as Agent of the Vendor and such agreements shall not form part of any Sale and purchase whether made by auction or private.

9.2 Purchasers are cautioned that approval of credit for prior Sales does not establish credit for Purchasers at this Sale. To avoid misunderstandings clients must re-establish credit before bidding.

9.3 The Auctioneer shall not be obliged to acknowledge or accept any credit or terms agreement entered into between the Purchaser and the Vendor until the Auctioneer has received satisfactory written evidence of such credit or terms agreement signed by the Vendor. If the Vendor enters into any credit or terms agreement with the Purchaser, the Auctioneer will not be obliged to pay to the Vendor the Purchase Price, and, the Auctioneer will not be obliged to collect any part of the Purchase Price from the Purchaser but the Vendor will still be obliged to pay all moneys due and owing to the Auctioneer to the Vendor with respect to the sale (immediately when such moneys are due to be paid) irrespective of whether the Vendor has been paid by the Purchaser, and, the Auctioneer will be entitled to register a security interest over the Lot to secure the payments due and owing to the Auctioneer by the Vendor.
9.4 With regard to the insurance of any Lot purchased by any Purchaser, such Purchaser will strictly comply with his obligations to insure the Lot as is set out in Condition 12.1.2 of these Conditions of Sale.

9.5 If a Purchaser requires credit from the Auctioneer or a Vendor, the Purchaser consents to the party asked to provide credit seeking and receiving information from a credit reporting agency with respect to the Purchaser, seeking information from any party to enable the party providing credit to assess the creditworthiness of the Purchaser and allowing the party providing credit to disclose the information obtained as to the Purchaser's creditworthiness to trade insurers and credit reporting agencies. The Purchaser agrees to a credit reporting agencies and trade insurers providing to, and collecting from, the party asked to provide credit, information about the Purchaser's creditworthiness.

10. INTEREST

10.1 Without prejudice to the Purchaser's payment obligations pursuant to Condition 6, the Purchaser shall pay to the Auctioneer on demand interest at the rate of 1.25% per month, on:

10.1.1 the purchase price of any Lot or part thereof which remains unpaid as at the date of Sale, from the date of Sale to the date of payment;

10.1.2 all other monies payable by the Purchaser to the Auctioneer pursuant to these Conditions of Sale, from the date which the same become payable to the Auctioneer to the date of payment; and

10.1.3 all collection costs and expenses (including legal costs on a Solicitor & own client basis) incurred in recovering payment of any monies from the Purchaser from the date that the same are incurred to the date of payment by the Purchaser, such interest to be calculated monthly on daily rests and be capitalised monthly.

11. DELIVERY

11.1 The Auctioneer shall not be obliged to deliver any Lot to the Purchaser until:

11.1.1 the Auctioneer shall have received from the Purchaser full payment of all monies payable by the Purchaser to the Auctioneer pursuant to these Conditions of Sale (including the purchase price for the Lot, unless the Auctioneer is satisfied that a prior credit or terms agreement in writing has been made with the Auctioneer or Vendor) or any other agreement, oral or written, entered into between the Auctioneer or Vendor and the Purchaser, and until all bills of exchange tendered in payment have been honoured;

11.1.2 the Purchaser shall have completed, signed and delivered to the Auctioneer a delivery slip in such form as shall be required by the Auctioneer;

11.1.3 the Purchaser shall have complied to the satisfaction of the Auctioneer, with all his other obligations under these Conditions of Sale, including without limitation, his obligations in respect of insurance of the Lot pursuant to Condition 12; and

11.1.4 where the Purchaser requires the Lot to be delivered to his Agent, the Auctioneer has received a written direction from the Purchaser directing the Auctioneer to deliver the Lot to such Agent providing that nothing in this Condition 11.1.4 shall oblige the Auctioneer to obtain such written authority from an Agent prior to delivering any Lot to such Agent.

11.2 The Purchaser shall remove his Lot from the Sale venue within twenty four (24) hours of the Sale of the Lot. The Purchaser shall ensure that the Auctioneer has firstly checked and confirmed the identity of the Lot prior to its removal.

12. INSURANCE

12.1 Where the Auctioneer or the Vendor agrees to deliver any Lot to the Purchaser (subject at all times to Conditions 9 and 11 above):

12.1.1 prior to the Auctioneer receiving from the Purchaser full payment of any Lot or part thereof which remains unpaid as at the date of Sale, the Purchaser will effect and maintain at the Purchaser's cost and expense, against all risks including mortality, insurance (in an amount not less than the purchase price of the Lot) with Magic Millions Insurance Brokers Pty Ltd or any other insurer or insurance broker who specialises in such insurance as selected by the Purchaser for a period until such time as the Auctioneer and/or the Vendor shall have received all monies payable in respect of the Lot or repayable by the Purchaser pursuant to any credit agreement entered into in respect of the purchase of the Lot and the Purchaser shall ensure that the policy of insurance bears an endorsement noting the Auctioneer's and the Vendor's (as the case may be) interest in the Lot and the Purchaser shall execute such documents as may in the opinion of the Auctioneer be necessary to transfer to the Auctioneer and/or the Vendor all the Purchaser's interest under such insurance absolutely.

12.2 The Purchaser will immediately deliver to the Auctioneer or the Vendor (as the case may be) a certifi-
cate of currency confirming that the Purchaser has complied with his obligations to insure as set out in Condition 12.1.2. If the Purchaser fails to provide a certificate of currency to the satisfaction of the Auctioneer or the Vendor (as the case may be) then the Auctioneer or the Vendor may arrange such insurance and the Purchaser shall pay the Auctioneer or the Vendor the cost and expense of such insurance on demand.

12.3 The Auctioneer and the Promoter recommend that the Vendor, the Purchaser or any person handling the Lot (as the case may be) immediately effects and maintains for the life of the Lot insurance for any damage, injury or death caused by the Lot in an amount sufficient to protect each of them for each claim as advised by the Purchaser's insurance adviser.

13. PURCHASER OF MORE THAN ONE LOT
13.1 Where a Purchaser purchases more than one Lot at any one Auction, the Auctioneer may, in the absence of written directions from the Purchaser to the effect that a payment of the Purchase Price is to be a payment of the Purchase Price for a specific Lot, appropriate such payment as it elects to do so and may allocate the payment in relation to any particular Lot or Lots that it determines.

13.2 Where a Purchaser does not nominate payment for a specific Lot and the Auctioneer splits a payment made by a Purchaser across a number of Lots, such that each Lot is partly paid, the Purchaser accepts, acknowledges and agrees that title to any of those Lots will not pass to the Purchaser until such time as the full Purchase Price for all the Lots has been paid by the Purchaser.

13.3 In the circumstances envisaged by Condition 13.2 above, the Purchaser accepts, acknowledges and agrees that the Auctioneer is entitled to retain the Horse Identification Papers for all Lots until payment for all the Lots purchased at the one Auction have been paid for.

14. TITLE TO LOTS
14.1 Notwithstanding any express or implied provisions hereof to the contrary and notwithstanding that delivery of any Lot may have been made or possession obtained, title in a Lot shall not pass to the Purchaser until all monies payable by the Purchaser to the Auctioneer and or the Vendor pursuant to these Conditions of Sale in respect of the Lot shall have been received by the Auctioneer and or the Vendor, and all bills of exchange tendered in payment of such monies have been honoured.

14.2 Where delivery of any Lot is made to the Purchaser prior to title in the Lot passing to the Purchaser pursuant to these Conditions of Sale, the Purchaser shall hold the Lot as bailee only and shall not deal with the Lot in any manner inconsistent with the reasonable directions which may be given from time to time by the Vendor and/or the Auctioneer.

14.3 Until title of the horse has passed to the Purchaser, the Purchaser shall not exercise or purport to exercise any rights of ownership or possession including, without limitation, registering or racing the horse.

15. DEFAULT BY PURCHASER
15.1 In the event that the Purchaser breaches any of these Conditions of Sale and fails to remedy such breach within reasonable time after receiving written notice from the Vendor or Auctioneer requiring such breach to be remedied, or all monies payable by the Purchaser to the Auctioneer pursuant to these Conditions of Sale shall not have been paid and liquidated by the due date for payment thereof, or where the Auctioneer has, in its discretion, agreed to an extension of the date for payment (in which event time shall be of the essence in respect of such extended date) and the same shall not have been paid and liquidated by such extended date, the Auctioneer or the Vendor may at any time without prejudice to any other rights or remedies which the Auctioneer or Vendor may have at law or in equity and without notice to the Purchaser:

15.1.1 terminate the Sale of the Lot; and/or

15.1.2 immediately re-take possession of the Lot and for that purpose the Purchaser hereby irrevocably grants to the Auctioneer and/or Vendor full leave and license to enter into or upon any premises controlled by the Purchaser upon which the Lot may be or may reasonably be believed to be situated and to use any reasonable force as may be necessary for the purpose of repossessing the Lot, or as agent of the Purchaser to enter upon any other premises upon which the Lot may be or may reasonably be believed to be situated upon which the Purchaser may enter for the purpose of repossessing the Lot, without notice to the Purchaser and without liability to the Purchaser or any person claiming under the Purchaser; and/or

15.1.3 resell the Lot by auction or private Sale at the risk and expense of the Purchaser and

(i) If upon re-sale the Net Proceeds of Sale exceed that for which the Purchaser had agreed to buy the Lot (and any other fees and charges payable by the Purchaser in respect of the Lot), the Auctioneer or Vendor is entitled to keep that excess and the Purchaser shall make no claim to that excess; or
(ii) if upon such re-sale a lower price is obtained than that for which the Purchaser had agreed to buy the Lot, the Auctioneer or Vendor may recover the difference from the Purchaser as a
debt due on demand together with interest from the date of Sale to the date of payment; and/or
15.1.4 exercise such other rights and remedies as the Vendor or Auctioneer may have against the
Purchaser in respect of the Purchaser's default including, without limitation, recovering from the
Purchaser all costs and expenses incurred in repossessing or attempting to repossess the Lot
together with interest thereon and recovering from the Purchaser any expense of Sale, re-sale,
livery and agistment and Auctioneer commission so incurred; and/or
15.1.5 retain any deposit or part payment to the extent of twenty-five percent (25%) of the purchase
price for the benefit of the Vendor;
15.1.6 sue the Purchaser for any damages or loss;
15.1.7 in addition to its rights pursuant to Conditions 6.7 and 9.5, in its absolute discretion and with
the irrevocable consent of the Purchaser, refer the default and all details with respect thereto to,
and request any credit information of, or/and details with respect to, the Purchaser, to any credit
or commercial recovery agent of its choice, and, disseminate, disclose and use the information
so obtained in its absolute discretion;
15.1.8 the Purchaser acknowledges that the Auctioneer has a right to repossess and re-sell any Lot not
paid for in full by a Purchaser. The Purchaser hereby irrevocably authorises the Auctioneer and
the Vendor to disclose the details of the Purchaser and the purchase price of any Lot by the
Purchaser to any person or party in the event of default by the Purchaser in the completion of
the purchase of a Lot and thereafter the re-sale by the Auctioneer (or the Vendor, as the case
may be) of the Lot;
The Purchaser consents to any such disclosure (including but not limited to the name of the
defaulting Purchaser and the reason for the re-sell) for the purposes of the Privacy Act 1988
(Cth.).
15.1.9 further to Condition 15.1.8, the Purchaser, following the Auctioneer exercising a right to
repossess and re-sell any Lot not paid for in full by the Purchaser, irrevocably appoints the
Auctioneer his attorney to do all of the following:
15.1.9.1 to sign all transfer papers on behalf of the Purchaser or any other party or person
whom the Purchaser has, with or without its consent, been registered as the
owner of the Lot and to do all things necessary and execute all necessary docu
ments requested by all relevant authorities to have the repossessed Lot transferred
to the Purchaser of the Lot following repossession and re-sale of the Lot; and
15.1.9.2 to apply the purchase price as provided in these Conditions of Sale;
15.1.10 The Purchaser undertakes that it will not, of its own accord, or with the assistance
of any other party, apply for a foal identification card with respect to any Lot purchased by it, or,
attempt to effect registration of ownership of any Lot purchased by it (without the prior written
consent of the Auctioneer) until the purchase price for each Lot purchased by the Purchaser has
been paid in full in accordance with these Conditions of Sale.

16. RIGHTS AND LIABILITIES OF AUCTIONEER
16.1 The Auctioneer in selling any Lot at the Sale acts as agent for the Vendor whose name and address is
disclosed in the Sales catalogue in respect of the Lot. Further particulars of the Vendor of any Lot
shall be furnished by the Auctioneer immediately upon request. Except as otherwise expressly provided
by the contrary, the Auctioneer has no liability or rights as principal in the capacity of a Vendor.
16.2 In the event of any dispute including without limitation, as to defects in title, misdescription, pedigree,
condition or otherwise, the Purchaser and the Vendor shall settle the matter between themselves and
the Purchaser shall have no rights against nor return any Lot to the Auctioneer which acts in respect of
the Sale merely as agent for the disclosed Vendor.
16.3 Notwithstanding any representation or action by the Auctioneer which may indicate the contrary, the
Auctioneer shall be under no liability to the Vendor in respect of the Purchaser's failure to complete his
purchase in accordance with these Conditions of Sale.
16.4 If the Auctioneer accounts to the Vendor for the purchase price or the balance of the purchase price,
then in addition to the other rights conferred on the Auctioneer by these Conditions of Sale, the
Auctioneer is entitled to exercise in its own name or the name of the Vendor any of the Vendor's rights
including the right to be paid the purchase price and to repossess the Lot or exercise any security
interest of the Vendor, registered or otherwise.
16.5 The description of all Lots has been provided by the Vendors and the Auctioneer shall not be liable or
responsible for any error whatsoever in the description of any Lot including, without limitation, any
error in relation to the eligibility of the Lot for inclusion in the Australian Stud Book, or the Lot's compli-
ce with the requirements for inclusion, or continued inclusion.
16.6 The rights and remedies of the Auctioneer under these Conditions of Sale shall not be affected by rea-
sion of the selling commission and charges of the Auctioneer having been deducted by the Auctioneer
from any payment made by the Auctioneer to the Vendor. As between the Purchaser and the
Auctioneer, the Purchaser waives all rights of set off, if any, the Purchaser may otherwise have had against the Vendor.

16.7 The Auctioneer or its servants may sign the Sale Book or any Memorandum of Sale on behalf of either the Vendor or the Purchaser or both.

16.8 The Auctioneer reserves all rights to use or publish details of bidding, the identity of the Vendor and the Purchaser and all matters related to the Sale of any Lot as it thinks fit.

16.9 If any Sale is cancelled for any reason, the Auctioneer shall remain entitled to receive its commission on the Sale, and to be paid or reimbursed for all money owing to it by either the Vendor or the Purchaser, for any charges, dues (including stabling and yard dues, fees and the like), interest and any other money owing to the Auctioneer.

17. CONDITIONS AND WARRANTIES

17.1 Other than for any express conditions, warranties or representations included herein, or as may be implied by Federal or State legislation (including the Trade Practices Act 1974 [Cwth]) and which may be excluded by agreement:

17.1.1 all conditions, warranties and representations in respect of a Lot or a Sale are hereby excluded;
17.1.2 no condition, warranty or representation is given or implied or may be inferred from any affirmation made at or before the Sale or any of the circumstances of the Sale; and
17.1.3 the Purchaser acknowledges that, in making any purchase, he is relying solely on his own enquiries and inspection, and that he has not relied or been induced by any statement or representation made by the Vendor or the Auctioneer or the Promoter or by any person purporting to act on their behalf and, subject to these Conditions of Sale, the Purchaser shall take the Lot in its present condition and subject to all defects, faults, imperfections and the like, if any, whether latent or patent.

17.2 Where any Lot is described in the Sales catalogue or by the Auctioneer or Vendor to be a ‘colt’ the Purchaser shall not be entitled to make any objection and shall not have any claim against the Auctioneer or Vendor if such Lot is an animal in which one or both testes have not descended into the scrotum from the abdomen.

17.3 Whereby if a dispute arises between the Vendor and the Purchaser in relation to a Lot, this must be resolved between them only. The Lot cannot be returned to the Auctioneer or its stables.

17.4 If a company, the Vendor warrants and represents to the Auctioneer and the Purchaser that there are no fixed charges affecting the Lot, that there are no floating charges affecting the Lot or such charges are not in default, and that the Vendor and no officer thereof is aware of any circumstances by which any floating charge in relation to the Vendor may have crystallised. The Vendor warrants and represents that the Lot is being sold in the ordinary course of business.

18. WINDSUCKERS, WOBBLERS AND IMPAIRED VISION

18.1 For the purposes of this Condition 18:
"Windsucker" shall mean a Lot which suffers from the vice of noisily drawing in and swallowing air through its mouth;
"Wobbler" shall mean a Lot which stands or moves unsteadily or with uncertain direction;
"Impaired Vision" refers to impaired sight in one or both eyes.

18.2 Should any Lot be a Windsucker or Wobbler or to the knowledge of the Vendor have shown any symptoms of being so, the Vendor shall disclose such fact to the Auctioneer to enable the Auctioneer to disclose such fact to prospective bidders. Any horse with impaired vision will not knowingly be offered for Sale.

18.3 In the event that:
18.3.1 any Lot proves within seven (7) days after the Sale to be a Windsucker or Wobbler or to have been sold with impaired vision;
18.3.2 the Purchaser produces to the Auctioneer or Vendor prior written certification obtained at the cost of the Purchaser that the Lot is a Windsucker or Wobbler or has impaired vision, as the case may be, signed by an independent veterinarian nominated by the Auctioneer; and
18.3.3 the Auctioneer or Vendor did not disclose at the Sale that the Lot was or showed symptoms of being a Windsucker or Wobbler, as the case may be; the Purchaser may terminate his purchase of the Lot by giving the Auctioneer written notice of termination within seven (7) days after the date of Sale provided that the Purchaser shall upon termination at his own cost and expense return the Lot to the address of the Vendor specified in the Sales catalogue. The decision of the independent veterinarian nominated by the Auctioneer as to whether any Lot is a Windsucker or Wobbler or has impaired vision, shall be final and binding on all parties.

18.4 Where the Purchaser terminates his purchase and returns the Lot to the Vendor pursuant to Condition 18.3, or cancels the sale pursuant to Condition 19 below, he shall be entitled to a refund from the Vendor of all purchase monies paid in respect of the Lot and upon receiving the same shall have no
19. UPPER RESPIRATORY LARYNGOSCOPIC EVALUATION

19.1 ROARERS. Should any lot show symptoms of being a roarer this must be disclosed in writing by the Vendor to the Auctioneer prior to the Sale and the fact will be disclosed by the Auctioneer at the time of the Sale. If the Vendor or the Auctioneer shall fail to make the said disclosure and if the lot shall prove to be a roarer within twenty-four (24) hours of the Sale, then subject to Condition 19.4 and subject to the Purchaser producing at his expense written evidence, signed by a veterinary surgeon selected by the Auctioneer, certifying that the said lot is a roarer, the Sale shall be deemed to be cancelled.

19.2 Notwithstanding any other provision of these Conditions of Sale and notwithstanding any prior custom and usage of the trade, Lots which are sold in this Sale may be subject to a post Sale upper respiratory laryngoscopic evaluation (excluding the trachea) by a veterinary surgeon approved by the Auctioneer obtained at the Purchaser's expense within twenty-four (24) hours of the fall of the hammer. If the veterinary surgeon appointed by the Purchaser is unable to conduct the upper respiratory laryngoscopic evaluation due to the refusal of the Lot to be evaluated and/or the veterinary surgeon deems it unsafe to either the Lot and/or scoping staff to conduct the evaluation, the time in which the evaluation is to be conducted will be extended for a further forty-eight (48) hours. If the Lot is still unable to be evaluated within this period the Purchaser may in its absolute discretion cancel the Sale by notice in writing to the Auctioneer prior to the expiration of the extended forty-eight (48) hour period, PROVIDED HOWEVER, in the event that a Lot cannot be scoped by virtue of injury or other force majeure following the sale and prior to the expiration of the extended forty-eight (48) hour period, the Purchaser will have no right to terminate the purchase by virtue of the Lot being unable to be scoped.

19.3 If a veterinary surgeon, so approved, is of the opinion that the Lot has any of the following physical conditions:

(i) grossly deficient abductor function of one or both Arytenoid cartilages, using the functional grading system (Lane Bain Fallon Proceedings of 1993) where Grades 4 and 5 fail. This procedure is conducted at rest;
(ii) rostral displacement of the palatopharyngeal arch;
(iii) epiglottic entrapment;
(iv) persistent dorsal displacement of the soft palate;
(v) arytenoid chondritis or chondroma;
(vi) sub epiglottic cyst(s);
(vii) cleft palate; or
(viii) any airway condition or lesion causing significant airway obstruction resulting in exercise intolerance and this/these physical condition(s) has/have not been announced prior to the horse being offered for sale then, subject to Condition 19.5, the Purchaser may cancel the sale (subject to Condition 19.2) by notice in writing to the Auctioneer within twenty-four (24) hours of the fall of the hammer.

19.4 Any Purchaser who wishes to have a post Sale upper respiratory laryngoscopic evaluation, as above, is advised that this examination must be conducted by the veterinary surgeon, so approved, prior to the Lot being removed from the Auctioneer's complex.

19.5 The Auctioneer reserves the right to obtain a confirmatory opinion by a panel of not more than three (3) veterinary surgeons appointed by the Auctioneer before a notice of cancellation of Sale is accepted by it.

20. ATTORNEY

20.1 The Vendor and the Purchaser for the purpose of enabling the Auctioneer to give full force and effect to these Conditions of Sale, each irrevocably appoint the Auctioneer his true and lawful attorney, with full power in his name or in the name of the Auctioneer to do all such things, to take all such action, to sign and execute all such documents and to give such instructions for the purposes of these Conditions of Sale as may be necessary or in the Auctioneer's opinion desirable and hereby agrees to ratify and affirm anything done by the Auctioneer as such attorney.

20.2 Without limiting clause 20.1, the Auctioneer may exercise the power of attorney so granted for the purpose of removing, waiving, or otherwise discharging any security interest purportedly granted by the Purchaser and in particular (to the extent the Purchaser is capable of doing so) removing the registration of such an interest.

21. GOVERNING LAW AND PRIVATE SALES

21.1 Neither the Vendor nor the Purchaser may institute court proceedings (including without limitation proceedings for interlocutory relief) in relation to any dispute arising out of or relating to this agreement in any court other than a court in the State of Queensland. The Vendor and the Purchaser equivocally submit to the jurisdiction of the courts of the State of Queensland.
21.2 These Conditions of Sale shall, in so far as possible, apply to the private Sale by the Auctioneer of any Lot entered for the Sale.

21.3 If any provision of these Conditions of Sale is or becomes unenforceable or invalid, the remaining provisions shall not be affected by but shall remain in full force and effect to the fullest extent permitted by law.

22. X-RAYS AND REPOSITORY

22.1 Definitions

22.1.1 “Repository” means the repository to be established by the Auctioneer/Promoter at the Complex at least four (4) days prior to the commencement of the Auction, the conditions of entry into which and use of the services of which are set out in the Repository Conditions displayed at the Repository, the terms of which the Purchaser acknowledges having read and understood prior to the purchase of a Lot;

22.1.2 “Repository Conditions” means the conditions of entry into the Repository for the purpose of inspecting the X-rays and other terms and conditions relating to the terms and conditions of access and inspection as displayed at the Repository;

22.1.3 “X-rays” means the set of X-rays deposited at the Repository, albeit physical or digital format, (along with any reports, certificates, notes, writings or information deposited therewith, including all historical records of operations or treatment provided to each Lot) made available by the Vendor with respect to a Lot for inspection by the Purchaser's qualified licensed veterinary expert, such X-rays being in the minimum number and taken strictly in accordance with the specifications detailed in the Repository Conditions and otherwise subject to the Repository Conditions displayed at the Repository, the terms of which the Purchaser acknowledges as having read and understood prior to the purchase of a Lot.

22.2 Vendor's Acknowledgments, Obligations and Warranties

22.2.1 The Vendor acknowledges that he has been encouraged by the Auctioneer/Promoter to provide X-rays with respect to each Lot offered for Sale by the Vendor;

22.2.2 The Vendor must deliver the X-rays to the Auctioneer/Promoter at the Repository no later than 4.00pm four (4) days prior to the first day of the Sale. No X-rays will be accepted by the Auctioneer/Promoter subsequent to the stated dates and times;

22.2.3 The Vendor warrants that the X-rays provided to the Auctioneer/Promoter will be certified as originals by a qualified licensed veterinary expert and will meet all the requirements set out in the Repository Conditions;

22.2.4 The Vendor warrants that he has the right to use the X-rays and irrevocably authorises the Auctioneer/Promoter to release the X-rays for inspection by prospective Purchaser's qualified licensed veterinary experts prior to and during the Sale as provided in the Repository Conditions;

22.2.5 Subject to the Auctioneer's/Promoter's/Vendor's right to refuse any person, including a prospective Purchaser from inspecting the X-rays, the X-rays provided by a Vendor will be available for inspection by a Purchaser's qualified licensed veterinary expert (in the absence of written instructions from the Vendor to the contrary) at the Repository subject to the Repository Conditions;

22.2.6 The Vendor releases the Auctioneer/Promoter from any liability in the event of damage, loss or theft of the X-rays while in the possession of the Auctioneer/Promoter;

22.2.7 The Vendor warrants the quality, accuracy, validity, authenticity and completeness of the X-rays and that they comply strictly with the minimum requirements set out in the Repository Conditions;

22.2.8 The Vendor acknowledges that the Promoter/Auctioneer do not warrant the accuracy of the data contained in the X-rays and that the Promoter/Auctioneer do not review or evaluate the X-rays, and the Vendor releases them from all claims, damages, liability, actions, damages and losses whatsoever arising from the inspection of the X-rays, any defect or inaccuracy in the X-rays, and, the purchase of any Lot where a purchase followed an inspection of the X-rays;

22.2.9 The Vendor acknowledges that, once the X-rays are deposited at the Repository, the Vendor must not remove the X-rays from the Repository, nor, deposit any material or information with the X-rays.

22.3 Purchaser's Acknowledgements, Obligations and Warranties

22.3.1 The Purchaser acknowledges that his qualified licensed veterinary expert (and any other person authorised in writing by the Vendor) must register at the Repository and otherwise strictly comply with the Repository Conditions prior to and during inspection of the X-rays;

22.3.2 The Purchaser acknowledges that it is his sole responsibility to determine the quality, accuracy and completeness of the X-rays and to obtain independent advice with respect thereto from a qualified licensed veterinary expert;
22.3.3 The Purchaser acknowledges that X-rays may not be removed from the Repository or copied or reproduced in any form without the prior written consent of the owner thereof;

22.3.4 The Purchaser acknowledges that any Vendor may, in his absolute discretion, determine not to provide X-rays for a Lot, and, accordingly the Purchaser will purchase such Lot with all defects, latent and patent, and otherwise subject to these Conditions of Sale;

22.3.5 The Purchaser acknowledges and accepts the acknowledgments, obligations and warranties referred to in Condition 22.2 above and if the Purchaser alleges a breach of the Vendor's warranties, then the Purchaser and the Vendor must resolve their respective rights and liabilities and the provisions of Condition 17.3 apply;

22.3.6 The Purchaser acknowledges that he should fully inspect each Lot and the X-rays, subject to these Conditions of Sale and the Repository Conditions, along with his qualified licensed veterinary expert, prior to purchasing or attempting to purchase a Lot, and, failure to inspect or seek the said advice will be at the Purchaser's sole risk;

22.3.7 The Purchaser acknowledges that once the Lot has been sold, there will be no further access to the X-rays for any purpose whatsoever;

22.3.8 The Purchaser warrants that in inspecting the X-rays that he will at all times act in a bona fide manner.

22.4 Vendor's/Purchaser's Acknowledgments and Indemnities

22.4.1 The Vendor and the Purchaser acknowledge and accept that neither the Auctioneer nor the Promoter will review the X-rays and therefore makes no warranty or assurance of any kind concerning the authenticity, quality, accuracy or completeness of the X-rays, the responsibility for which lies with the Vendor;

22.4.2 The Vendor and the Purchaser acknowledge and accept that the depositing and inspection of the X-rays, and, the use of the Repository, will not vary or amend the terms of these Conditions of Sale which shall continue to be binding upon the Vendor and the Purchaser, nor does such deposit, inspection or use create any additional express or implied warranties upon which either the Vendor or the Purchaser can rely, other than those allowed by statute or law;

22.4.3 The Vendor and the Purchaser acknowledge and accept that neither the Auctioneer nor the Promoter will be liable for any claim, damages, liability, actions, demands or losses whatsoever in the event that the X-rays are of poor quality, inaccurate, invalid or incomplete;

22.4.4 The Vendor and the Purchaser acknowledge and accept that the Sale and purchase of a Lot is effected on the fall of the hammer pursuant to Condition 2 and, subject to these Conditions of Sale, the Purchaser purchases each Lot with all faults and defects, latent and patent. The Vendor acknowledges and accepts that the Auctioneer will be entitled to its commission immediately upon the effecting of the Sale (subject to these Conditions of Sale) and the Vendor's obligation to pay the commission will stand notwithstanding any subsequent dispute between the Vendor and the Purchaser;

22.4.5 The Vendor and the Purchaser acknowledge that the Vendor has instructed the Auctioneer/Promoter to restrict access to the X-rays, in the absence of written instructions to the contrary, to qualified licensed veterinary experts;

22.4.6 The Vendor and the Purchaser acknowledge that the X-rays remain the legal property of the Veterinarian who took them. Subject to Condition 22.5.3, permission must be obtained by the said Veterinarian prior to removing the X-rays from the Repository.

22.5 Auctioneer's/Promoter's Acknowledgment And Obligations

22.5.1 The Auctioneer/Promoter will, at their cost, provide and make available the Repository for use by the Vendor, the Purchaser and the Purchaser's qualified licensed veterinary expert in accordance with these Conditions of Sale and the Repository Conditions;

22.5.2 The Auctioneer/Promoter will make the Repository available to receive the X-rays from the Vendor, and, make available the X-rays for inspection, in the absence of written instructions from the Vendor to the contrary, by the Purchaser's qualified licensed veterinary expert subject to these Repository Conditions and these Conditions of Sale;

22.5.3 Subject to the Auctioneer's/Promoter's right to retain possession of the X-rays for whatever reason and for so long as the Auctioneer/Promoter chooses, the Auctioneer/Promoter will allow the Vendor or his nominated agent in writing, to collect the X-rays from the Repository after the expiration of forty two (42) days from the last day of the Sale;

22.5.4 The Auctioneer/Promoter has requested each Vendor of a Lot to provide X-rays of each Lot in accordance with the Repository Conditions but will not be liable for any claim, damages, liability, actions, demands or losses whatsoever, from the Vendor, Purchaser or any person or party by virtue of the fact that a Vendor elects not to provide X-rays with respect to any Lot;

22.5.5 The Vendor will, in accordance with the Repository Conditions, be entitled to inspect (or have an agent authorised in writing to inspect) a register, kept for that purpose, of any party who has inspected the X-rays of a Lot submitted by that Vendor.
23. NO REPRESENTATION AS TO SUITABILITY FOR TRAINING OR RACING OF A LOT
The Purchaser acknowledges that the Vendor/Auctioneer/Promoter does not warrant or represent the physical condition of any Lot, or, that any Lot is suitable for being trained as a race horse, or, capable of being trained as a race horse, or, suitable or capable of competing in races or any other activities involving thoroughbred race horses, or for any purpose whatsoever.

24. AGENCY
The Auctioneer/Promoter act as agents for Magic Millions Partnership (ABN 99 519 379 694).

25. CONDITIONS OF NOMINATION AND REPOSITORY CONDITIONS
The Vendor acknowledges having read the conditions of nomination and the Repository Conditions and accepts them. The Purchaser acknowledges having read the Repository Conditions and accepts them. Further, the Vendor and the Purchaser will abide and be bound by all reasonable practices and business methods employed by the Auctioneer/Promoter in the conduct of their business and the Sale, and, acknowledge that these Conditions of Sale may be changed or amended from time to time in the absolute discretion of the Auctioneer/Promoter. The Purchaser acknowledges that the Vendor has instructed the Auctioneer/Promoter, in the absence of written instructions to the contrary, to restrict access to the X-rays to qualified licensed veterinary experts, and, further acknowledge that it is the responsibility of the Purchaser to obtain written authority from the Vendor if the Purchaser requires a person other than a qualified licensed veterinary expert to examine the X-rays.

26. OCCUPATIONAL HEALTH AND SAFETY
26.1 To the extent that a Vendor or Purchaser or their employees or agents may conduct any activities on the auctioneer's premises then that the Vendor or Purchaser shall be responsible, to the exclusion of the auctioneer, for establishing and observing appropriate occupational health and safety procedures, and for complying with any relevant legislation provisions, in relation to those activities.
26.2 A Vendor or Purchaser conducting any activities on the auctioneer's premises does so at his own risk in all respects and must indemnify the auctioneer in respect of any claims for personal injury or damage to property which may be made against the auctioneer arising out of any such activities.

27. VENDOR'S ADDITIONAL WARRANTIES: LOT DESCRIPTION, TITLE AND POSSESSION
The Vendor warrants that:
27.1 The description, pedigree and other information in respect of the Lot is as specified in the Sale Catalogue; and
27.2 The Vendor has the right to sell the Lot and can give good title to the Lot; and
27.3 The Purchaser will obtain quiet possession on completion of the Purchaser's obligations under these Conditions of Sale.

28. PRIVACY AND CREDIT INFORMATION: PRIVACY ACT AUTHORISATIONS / AGREEMENTS
28.1 The Auctioneer and the Purchaser acknowledge the existence of the Commonwealth Privacy Act ("the Act") to protect the privacy of parties.
28.2 The Purchaser irrevocably authorises the Auctioneer to approach a credit provider arranging finance to assist the Purchaser to buy any Lot and irrevocably authorises that credit provider to provide to the Auctioneer personal information about the Purchaser and the Purchaser’s application for finance.
28.3 Further to Condition 28.2, the Purchaser acknowledges that, pursuant to section 18E(1) of the Act, the information that the credit provider may provide to the Auctioneer includes:
28.3.1 particulars about the Purchaser which allows the Purchaser to be identified;
28.3.2 the fact that the Purchaser has applied for finance and the amount applied for;
28.3.3 the fact that the approached credit provider is a current provider to the Purchaser;
28.3.4 details of payments which have become overdue for more than sixty (60) days and for which collection action has commenced;
28.3.5 advice that payments are no longer overdue;
28.3.6 details of cheques drawn by the Purchaser which have been dishonoured more than once;
28.3.7 details where the credit provider believes the Purchaser has committed a serious credit infringement;
28.3.8 details of the finance that has been provided to the Purchaser by the approached credit provider that has been paid or otherwise discharged.
28.4 Further to the above, the Purchaser irrevocably authorises the Auctioneer to obtain a report about the Purchaser’s consumer or credit worthiness from any credit reporting agency or commercial credit reporting business, or from a credit provider to whom the Purchaser has applied for finance or a credit provider referred to in the afore-mentioned reports.
28.5 The Auctioneer reserves the right to contact third parties and the Purchaser irrevocably authorises
those third parties to provide all information of the type referred to above as requested by the Auctioneer.

29. EQUINE INFLUENZA
29.1 For the purposes of these Conditions of Sale, “EI” shall mean equine influenza and any mutations, strains or variations thereof from time to time.
29.2 The Vendor undertakes to the Auctioneer that it will not bring or attempt to bring to the Sale, or the premises upon which the Sale is to be or is conducted, any Lot which it knows to have been diagnosed with EI, or reasonably suspects of having been diagnosed with EI, or, knows or reasonably suspects has showed or is showing signs of EI.
29.3 The Vendor will not offer or attempt to offer for sale through the Auctioneer a Lot which it knows to have been diagnosed (and not cured) as having EI or which the Vendor knows or reasonably suspects as having shown signs of EI.
29.4 The Vendor will at least seven (7) days prior to the Sale deliver to the Auctioneer the originals of the following EI Certificates:
   29.4.1 Certificate of Vaccination which will include two (2) vaccinations given at least two (2) weeks apart and at least three (3) weeks prior to the Vendor’s Lot entering the Sale, or the premises upon which the Sale is to be or is conducted; or
   29.4.2 Certificate of positive sero-conversion to EI;
29.5 Notwithstanding any other Condition of Sale contained herein, the Vendor will, at all times, prior to the delivery of the Vendor’s Lot to the Sale, or the premises upon which the Sale is to be or is conducted, and while the Vendor’s Lot is at the Sale, or the premises upon which the Sale is to be or is conducted, comply with all directions, protocols and regulations made or declared by DPIF, the Australian Stud Book and all other competent authorities having lawful jurisdiction with respect to the diagnosis and treatment of EI.
29.6 Notwithstanding any other Condition of Sale contained herein, the Auctioneer will have the absolute discretion to refuse to accept delivery of the Vendor’s Lot at the Sale, or the premises upon which the Sale is to be or is conducted, or offer the Vendor’s Lot for sale at the Sale, or the premises upon which the Sale is to be or is conducted, after delivery, if the Auctioneer has cause to believe that the Vendor’s Lot, despite the declarations and undertakings given by the Vendor or the Certificates provided by the Vendor, believes the Vendor’s Lot has been diagnosed and not cured of EI or is showing symptoms of EI.

30. CODE OF CONDUCT
The Vendor and the Purchaser acknowledge the existence of the Australian Thoroughbred Sales Code of Conduct (“the Code”). The Auctioneer recommends that the Vendor and the Purchaser acquaint themselves with the Code.

31. USE OF INFORMATION FOR PUBLICITY
The Vendor and the Purchaser accept, acknowledge and agree that the Auctioneer and the Promoter may use the face or visage of any Vendor or any Purchaser to promote the interests of the Auctioneer and the Promoter (and their associated entities) for nil consideration.

32. PERSONAL PROPERTY SECURITIES ACT 2009 (“PPSA”) / PERSONAL PROPERTY SECURITIES REGISTER (“PPSR”)
32.1 The Purchaser accepts, acknowledges and agrees that the Auctioneer has a right, pursuant to the PPSA (which commenced operation on 30 January, 2012), to register its interest as a security agreement (“security interest”) pursuant to the PPSA on the PPSR with regard to any monies due and owing by the Purchaser with respect to any Lot purchased by the Purchaser or any monies paid by the Auctioneer to the Vendor with respect to any Lot purchased by the Purchaser (or any other of these Conditions of Sale with respect to which monies are due and owing by the Purchaser to the Auctioneer), or, any credit or financing arrangement for value granted by the Auctioneer to the Purchaser with respect to any Lot and, which may be outstanding from time to time.
32.2 The Vendor and the Purchaser irrevocably authorise the Auctioneer to register its security interest in each Lot to secure payments made by the Auctioneer to any Vendor and / or to secure payment of the purchase price by the Purchaser pursuant to these Conditions of Sale on the PPSR pursuant to the provisions of the PPSA.
32.3 Registration by the Auctioneer of its security interest on the PPSR will be at the cost of the Auctioneer.
32.4 The Auctioneer will deregister, at its cost, and in its absolute discretion, its security interest in any Lot from the PPSR as soon as practically possible following the payment of all moneys due and owing by the Purchaser with respect to any Lot or any other Lot sold or purchased through the Auctioneer and with respect to which moneys are due and owing to the Auctioneer from time to time.
32.5 The Purchaser undertakes not to obtain and / or apply for finance or register any security or other interest in a Lot purchased by the Purchaser on the PPSR prior to the payment in full of the Purchase Price and all other charges arising from the purchase of a Lot.

32.6 The Purchaser accepts, acknowledges and agrees that it will not compete or contest with the Auctioneer (in its own right or as agent for the Vendor, or, in any other capacity) with respect to any security interest available for registration to the Auctioneer or registered by the Auctioneer with respect to any Lot or any interest claimed by the Auctioneer.

32.7 To secure the interests of the Auctioneer, the Vendor and the Purchaser grant to the Auctioneer, a charge over their interests in the Lot and any proceeds of sale of the Lot including, but not limited to, any foals of the Lot or any proceeds of payment of the full amount of the Purchase Price and all other commissions, fees, charges payable by the Vendor or the Purchaser with respect to the purchase of the Lot or any other lot with respect to which monies are owed by the Vendor or the Purchaser to the Auctioneer as referred to in these Conditions of Sale.

32.8 The Purchaser irrevocably appoints the chief executive officer and the chief financial officer, for the time being, of the Auctioneer to execute all documents and do all things necessary to enable the Auctioneer to secure its interest as hereinbefore and hereinafter referred to and to ensure that the Purchaser obtains and maintains perfected its security interest under the PPSA and, as registered on the PPSR, which will have priority over all other security interests or encumbrances over or affecting the Lot.

32.9 The Purchaser will not except and until the Purchaser has paid all monies due and owing with respect to each Lot (and as required pursuant to the Conditions of Sale contained herein) attempt to register or assist any third party to attempt to register, or register, any interest on the PPSR that could compete or conflict with the security interest of the Purchaser without the prior written consent of the Auctioneer, such consent not apply to these Conditions of Sale.

32.10 The Purchaser agrees that, if, the Purchaser breaches, or attempts to breach, or is a party to any breach or attempted breach of this Condition of Sale, the Auctioneer may terminate any credit or finance arrangement with the Purchaser or any related body corporate or associated entity with respect to any Lot purchased by the Purchaser (or any other Lot with respect to which a credit or finance agreement exists between the Auctioneer and the Purchaser) by giving the Purchaser seven (7) days to remedy such breach, failing which the Auctioneer may cancel such credit or finance arrangement and all monies due and owing by the Purchaser or any related body corporate or associated entity will immediately become payable within fourteen (14) days of the giving of such notice.

32.11 The Vendor and the Purchaser accept, acknowledge and agree that in the event that the Auctioneer is of the opinion that the Purchaser is in breach of this Condition of Sale, the Auctioneer may determine, in its absolute discretion, that a dispute exists between the Vendor and the Purchaser and the Auctioneer may refuse to release any monies due or payable to the Vendor or pay to the Vendor any monies due and owing that the Auctioneer may have otherwise agreed to pay pursuant to these Conditions of Sale.

32.12 To the extent permitted by the PPSA, the Purchaser agrees that Sections 142 and 143 of the PPSA will not apply to these Conditions of Sale and agrees to waive all rights to any of the following provided for in the PPSA, including, but not limited to, the following:

32.12.1 receive notice of any intention to seize collateral;
32.12.2 receive notice of disposal of collateral;
32.12.3 receive information under a statement of account;
32.12.4 receive a statement of account if there is no disposal;
32.12.5 receive a notice of retention of collateral;
32.12.6 receive a notice of verification statement; and / or
32.12.7 receive notice of intention to claim a security interest in the Lot, seize the Lot and sell the Lot to recover any monies due and owing to the Vendor and the Auctioneer pursuant to these Conditions of Sale.

32.13 Notwithstanding any other term or condition contained in these Conditions of Sale, the Auctioneer will not be obliged to pay the Vendor any part of the Purchase Price if the Vendor has failed to provide the Auctioneer with evidence of the discharge of any security interest registered on the PPSR by the Vendor or any other party, or, any other encumbrance affecting the Lot.

33. INSOLVENCY OF PURCHASER

If the Purchaser, being a corporation, is placed in administration, receivership or liquidation, or the Purchaser, being an individual, is declared bankrupt or has entered into a scheme with his creditors, the Vendor and the Auctioneer may, in their absolute discretion, where any part of the Purchase Price remains outstanding, declare the sale of the Lot to the Purchaser invalid and of no force or effect by notice in writing to the Purchaser, whereupon the Purchaser irrevocably appoints the Vendor and the chief executive officer of the Auctioneer (or his nominee from time to time) its or his attorney to enter upon all places and premises to repossess the Lot.
and exercise its rights as contained in Condition 15.1.2 and thereafter resell the Lot in accordance with Condition 15.1.3 and thereafter exercise the rights and remedies granted to the Vendor and the Auctioneer pursuant to Conditions 15.1.4 – 15.1.6 inclusive.

34. **IRREVOCABLE AUTHORITY**
Notwithstanding any other term or condition contained in these Conditions of Sale, the Vendor hereby irrevocably authorises and directs the Auctioneer to pay to the Auctioneer out of the sale proceeds of any Lot, any amount that may be due and owing to the Auctioneer from the previous sale of a Lot at this Sale or at any sale conducted by the Auctioneer prior to this Sale. For the sake of certainty, the Vendor assigns to the Auctioneer any irrevocable authority rights in favour of the Vendor where a Lot owned by the Vendor has been submitted for sale at this Sale by a party other than the Vendor. The Vendor appoints the chief executive officer of the Auctioneer, from time to time, its attorney to do all things necessary and execute all documents to give effect to these Conditions of Sale.

35. **VENDOR / PURCHASER RELATED ENTITIES**
Where the Vendor (in the reasonable opinion of the Auctioneer) is in any way or in any capacity (by virtue of directorship, shareholding, trustee, beneficiary or otherwise) involved with or related to a Purchaser of a Lot offered for sale by the Vendor and the Vendor owes the Auctioneer any monies with respect to that Lot or any other lot, the Auctioneer may, in its absolute discretion, retain all or part of the purchase price paid by the Purchaser and apply the same to the debt owed by the Vendor to the Auctioneer. In such a case the Auctioneer may, in its absolute discretion, refuse to pay out the Vendor for the purchase price for the Lot prior to receiving payment in full for the Lot from the Purchaser.

36. **INDEMNITY WITH RESPECT TO TELEPHONE INSTRUCTIONS ON DAY OF SALE**
The Vendor and the Purchaser indemnify and will keep indemnified the Auctioneer and the Promoter against any claim arising out of any telephone directions or instructions given by the Vendor and/or the Purchaser or their agents, consultants or employees, to the Auctioneer or the Promoter or their agents, consultants or employees, on or before the sale of any Lot where, for any reason, such telephone instructions are misinterpreted or not acted upon, for whatever reason, by the Auctioneer or the Promoter.

37. **IMPORTANT DISCLAIMERS**
37.1 For the information of Purchasers, the Auctioneer and the Promoter have provided certain information on the horses catalogued for Sale. Any information is obviously subject to constant change and revision and the Auctioneer and the Promoter, their subsidiaries, officers and agents for themselves and for those for whom they act, provide all such information without responsibility and give no guarantee nor make any representations whatsoever as to its accuracy.

37.2 Notwithstanding Condition 26, all persons who attend the Sale do so entirely at their own risk and neither Magic Millions Sales Pty Limited (ABN 54 078 396 317) nor Magic Millions Promotions Pty Limited (ABN 41 088 197 200) nor their subsidiaries, officers or agents for themselves and for those whom they act, assume or accept any responsibility or liability of whatever nature for any injury or damage whatsoever which may occur to any person or property.
WE SPEAK YOUR LANGUAGE

At Magic Millions we understand horses and talk the same language as the people who own, train, breed and manage them.

Anyone involved with horses knows that along with the good times and excitement, it is impossible to prevent mishaps, even with the very best care and attention.

- Competitive pricing
- Prompt claims resolution
- A range of products tailored to your needs
- Superior professional and personal service
- Premium funding available to assist your cash flow
- Staff in attendance at all Magic Millions Sales

YOUR KEY CONTACTS

Wayne Aldridge
M 0412 333 808

Sara Jackson
M 0417 277 464

FOR MORE INFORMATION GO TO www.magicmillions.com.au

Magic Millions Insurance Brokers Pty Ltd
Australian Financial Services Licence No. 350391
Locked Bag 2030, St Leonards NSW 1590 T 02 8568 2318
F 02 8569 2065 E insurance@magicmillions.com.au
BUYER REGISTRATION

Account Name (as to appear on invoice): ..........................................................................................................................................

ABN: ........................................................................................................................................

Full Name: ........................................................................................................................................

Postal Address: ........................................................................................................................................

Postcode: ........................................................................................................................................

Residential Address: ........................................................................................................................................

Postcode: ........................................................................................................................................

Occupation: ........................................................................................................................................

Employer: ........................................................................................................................................

Drivers Licence No: ........................................................................................................................................

Date of Birth: ........................................................................................................................................

(please ensure a copy is attached)

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

(Home): ........................................................................................................................................

(Mobile): ........................................................................................................................................

(Fax): ........................................................................................................................................

Email: ........................................................................................................................................

Have you previously purchased from a Magic Millions Sale?  Yes  No

If yes, please detail name purchased under: ........................................................................................................................................

Intended Limit of Purchases (Maximum) $ ........................................................................................................................................

Method Of Payment:

Cash  Cheque  Credit/Debit Card  EFT  Other

If intending to establish credit, please ensure that this has been arranged with Magic Millions Sales Pty Limited prior to Sale commencement. Purchasers should not assume that previous sale arrangements will automatically apply to this sale.

Note: A copy of the Purchasers Driver’s Licence is required in compliance with the Anti-Money Laundering and Counter Terrorism Financing Act 2006.

I/We acknowledge that I/We have read and will abide by the Conditions Of Sale as per the Sales Catalogue and authorise Magic Millions Sales Pty Limited to contact third parties for the purpose of assessing this application and authorise irrevocably those third parties to provide all information requested by Magic Millions Sales Pty Limited.

Signature: ........................................................................................................................................

Date: ........................................................................................................................................

The above registration is accepted for the

MAGIC MILLIONS SALES PTY LIMITED
(Repossession From BC3 Thoroughbreds)
Unreserved Two Year Old Sale
(11 JANUARY 2014 ONLY)

REGISTRATION FORMS TO BE COMPLETED AND RETURNED TO:

MAGIC MILLIONS SALES PTY LIMITED
P O Box 5246, GCMC, Queensland, 9726
Tel: (07) 5504 1200 Fax: (07) 5531 6888
Int’l Tel: + 61 7 5504 1200 Int’l Fax: + 61 7 5531 6888

Please be advised Magic Millions will use client information at its own discretion.
APPOINTMENT OF AGENT

Date: ..........................................................  

TO: Magic Millions Sales Pty Limited  
PO Box 5246  
Gold Coast Mail Centre, QLD, 9726 Australia.

I, the undersigned hereby appoint  
(Name of Agent): ........................................................................................................  
(Address): ......................................................................................................................  
.................................................................... (Postcode): ..........................................  
(Telephone): .............................................. (Fax): ....................................................  
Email: ............................................................................................................................  

to be my authorised Agent to act for me in all matters relating to the purchase of  
horses at the Auction to be conducted by your company on 11 January 2014 and to  
complete all necessary documents and in furtherance of such purchases on my  
behalf.  

I place no limitation on the total sum my Agent may expend on such purchases.  
I hereby limit my Agent to a total sum of $............................................... which he  
may expend on such purchases. (delete the option which does not apply)

I understand and agree to be bound by the Conditions of Sale and I agree to pay for  
all purchases by my Agent.  
This agency is revokable only in writing.

Name of Principal: ........................................................................................................  
Address: ........................................................................................................................  
.................................................................... Postcode: ............................................  
Telephone: .................................................. Fax: ......................................................  
Signature: ......................................................................................................................  
Per: ............................................................ Date: ..................................................  

The above registration is accepted for the  
MAGIC MILLIONS SALES PTY LIMITED  
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Tel: (07) 5504 1200 Fax: (07) 5531 6888  
Int’l Tel: + 61 7 5504 1200 Int’l Fax: + 61 7 5531 6888  
Please be advised Magic Millions will use client information at its own discretion.
1. Please refer to Condition 19 of the Conditions of Sale in the front of this catalogue.

2. The Purchaser may request at their cost a post sale upper respiratory laryngoscopic evaluation (excluding the trachea) of the lot (i.e. scoping).

3. The examination will be carried out on the Auctioneer’s sales complex by a nominated and approved veterinary surgeon. Please note this examination must be conducted prior to the lot being removed from the Auctioneer’s sales complex and within 24 (twenty-four) hours from the fall of the hammer.

4. Upon signing the Acknowledgement of Purchase slip for the purchase of the lot, the Purchaser will be asked in the sales auditorium whether or not he/she requires the lot to be scoped and to mark the Acknowledgement of Purchase slip accordingly. Arrangements will then be made for the scoping to take place.

5. The cost of scoping will be charged to the Purchaser’s account and will be due for settlement along with the cost of the lot and any other charges.

6. The issue of Pass Out slips can be arranged prior to scoping, but will not be given to the consignee until scoping has been completed.

7. The scoping process will be under the control of the Scoping Supervisor who will be located in the sale office. Any enquiries regarding scoping should be directed to the Scoping Supervisor. The veterinary surgeons will report results of their examinations back to the Scoping Supervisor.

8. Should the lot fail the examination, both the Purchaser and Vendor will be notified. The Purchaser then has the right to give notice of termination of the sale and must confirm this either verbally or in writing to the Auctioneer within 48 (forty-eight) hours of the fall of the hammer. There is provision for arbitration by a panel of up to three (3) veterinary surgeons appointed by the Auctioneer. Please refer to Condition 19.5 in the Conditions of Sale.

9. Subject to the Conditions of Sale, the Auctioneer or the Vendor undertake no liability in respect of the lot during the scoping process or at any other time. Please refer to Condition 4 in the Conditions of Sale.
BE SURE TO EXAMINE HORSES AND READ THE CONDITIONS OF SALE PRIOR TO BIDDING.

CATALOGUING
Stock in this Sale have been catalogued on the basis of their apparent sale ability. No warranty as to their soundness is either given or implied.

INSPECTIONS
Act in your own best interests. Prior to the Sale engage an appropriately qualified person to inspect any lot(s) upon which you intend to bid and be guided by that opinion. The Auctioneer can advise as to the names of Veterinarians expected to attend the Sale.

ENTRY TO SALES COMPLEX
All persons attending the Sale or entering the Sales Complex shall do so at their own risk, and the Auctioneer shall not in any way be liable or responsible for any accident whatsoever or howsoever caused.

PURCHASE THROUGH AN AGENT
All prospective Purchasers who wish to charge their purchases through a recognised Bloodstock Agent or Stock & Station Agent must produce a letter of authority prior to the commencement of the Sale, otherwise the Lot must be paid for in full before delivery will be given.

ANNOUNCEMENTS
To avoid making costly errors, please pay close attention to all announcements made by the Auctioneer, especially concerning horses on which you intend to bid.

ACKNOWLEDGEMENT OF PURCHASE
After making the final bid on a Lot, you will be required to complete and sign an Acknowledgement of Purchase Form. Be sure to confirm the correct Lot Number and Price before you sign. Please print your name and address clearly, since this document is used for Certificate transfer, invoicing and in publishing results.

CARE OF HORSES
You are reminded that the Purchaser assumes all risk and responsibility for the Lot from the fall of the hammer.

CREDIT CARD PAYMENTS
A surcharge of 1.5% will apply on all payments made by Mastercard or Visa. A surcharge of 3.25% will apply to all payments made by American Express. Diners Club is not accepted.
LOTS 1191 - 1197
SATURDAY 11 JANUARY
FOLLOWING ON FROM LOT 663

MAGIC MILLIONS SALES PTY LIMITED
(REPOSSESSION FROM BC3 THOROUGHBREDS)
UNRESERVED TWO YEAR OLD SALE
<table>
<thead>
<tr>
<th>LOT</th>
<th>Description</th>
<th>Foaled</th>
<th>Sale Details</th>
<th>Purchase Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1191</td>
<td>Bay or Brown Filly by Red Arrow x Rocket Rosie</td>
<td>29/9/2011</td>
<td>Lot 13 Magic Millions 2013 Adelaide Yearling Sale</td>
<td>$30,000</td>
</tr>
<tr>
<td>1192</td>
<td>Chestnut Filly by Starcraft x Victory Cry</td>
<td>27/8/2011</td>
<td>Lot 337 Magic Millions 2013 Gold Coast Yearling Sale</td>
<td>$320,000       (Arrowfield 25% ownership)</td>
</tr>
<tr>
<td>1193</td>
<td>Bay Brown Filly by Fastnet Rock x Amazing Tale</td>
<td>16/10/2011</td>
<td>Lot 390 Magic Millions 2013 Gold Coast Yearling Sale</td>
<td>$330,000</td>
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<tr>
<td>1194</td>
<td>Bay Colt by Starcraft x Ebony Magic</td>
<td>26/9/2011</td>
<td>Lot 57 Magic Millions 2013 Perth Yearling Sale</td>
<td>$100,000</td>
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<tr>
<td>1195</td>
<td>Bay Colt by Myboycharlie x Elvish</td>
<td>14/8/2011</td>
<td>Lot 61 Magic Millions 2013 Perth Yearling Sale</td>
<td>$37,500</td>
</tr>
<tr>
<td>1196</td>
<td>Bay Colt by Encosta De Lago x Jannah</td>
<td>6/9/2011</td>
<td>Lot 642 Magic Millions 2013 Gold Coast Yearling Sale</td>
<td>$425,000       (Arrowfield 25% ownership)</td>
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<tr>
<td>1197</td>
<td>Bay Colt by Astronomer Royal x Pans’s Flute</td>
<td>10/9/2011</td>
<td>Lot 233 Magic Millions 2013 Adelaide Yearling Sale</td>
<td>$38,000</td>
</tr>
</tbody>
</table>
Lot 1191 (100% GST) BAY OR BROWN FILLY
Foaled 29th September 2011 Branded: T nr sh; 20 over 1 off sh

<table>
<thead>
<tr>
<th>Sire</th>
<th>Red Ransom</th>
<th>Roberto ...................................... Hail to Reason</th>
</tr>
</thead>
<tbody>
<tr>
<td>RED ARROW</td>
<td></td>
<td>Arabia ........................................ Damascus</td>
</tr>
<tr>
<td>2003</td>
<td>Lady Jakeo</td>
<td>Last Tycoon ..................................... Try My Best</td>
</tr>
<tr>
<td>Dam</td>
<td>Mookta</td>
<td>Jugah ........................................ Northern Dancer</td>
</tr>
<tr>
<td>ROCKET ROSE</td>
<td></td>
<td>Not So Lucky .................................. Sobar</td>
</tr>
<tr>
<td>1998</td>
<td>Rustic Rose</td>
<td>Rustic Amber .................................. Thatchting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Storm Goddess .................................. Crowned Prince</td>
</tr>
</tbody>
</table>

RED ARROW (AUS) (Bay 2003-Stud 2010). 4 wins from 1100m to 1300m, Hollywood Los Angeles H., Gr.3, Santa Anita Allowance, 2d MRC Sir John Monash S., L, 3d MRC Bletchingoly S., Gr.3. Half-brother to SW Able Choice (HKJC Juvenile Sprint Trophy, HK-3) and SP Momentum. Half-brother to the dam of SW Fifth Avenue Lady and SW Miss Judgement. Sire of the placengetts Scarlet Arrow, etc. His oldest progeny are 2YOs.

1st dam
ROCKET ROSE, by Mookta. Placed at 3. This is her seventh foal. Dam of six named foals, four to race, two winners, inc:-

**SIENNAS FURY** (f. by General Nediym). Winner at 2 at 1000m, $169,200, MRC Blue Diamond Preview (f), L, 2d VRC Thoroughbred Breeders S., Gr.3. Dam of-
Salute to Jude. 2 wins-1 at 2-at 1200m to 2013-14, VRC Fiesta Star H., 2d MRC National Patient Transport H., 3d MRC Sportingbet App 2YO H. Circle the Globe (f. by Kempinsky). 3 wins from 2050m to 2400m, MRC Le Pine Funerals H., 2d MRC Lister H., 3d MRC Premier Signs P. Intention (g. by Kaphero). Placed at 3 in 2013, 2d Singapore TC Initiation P.

2nd dam
RUSTIC ROSE, by Rustic Amber. 3 wins at 1200m, 1600m. Dam of 3 foals, all raced-
Mookta Sheree. 10 wins-1 at 2-from 1000m to 1700m, $148,415, MRC Siren Song H., Business & Economics P., Ricochet Rosie H., MVRC Triple M 105.1 H., 2d MRC Express Class H., VRC Turf Cup H., 3d MVRC Carlton Draught H., Qantas Skybed Classic H. Dam of-Consolidated Girl. Winner at 1400m in 2012-13.

3rd dam
STORM GODDESS, by Crowned Prince. Unraced. Dam of 6 named foals, 4 to race, inc:-
Passing Storm. Raced twice. Dam of- The Regulator. Winner at 1400m.

4th dam
NAKOMIS, by Sky High. 5 wins, 4th Garden State Colonial H., Gr.3. Half-sister to Backwoods. Dam of 10 foals, 8 to race, 6 winners, inc:- My Only Guest. 4 wins at 1400m, 1600m, Longchamp Prix de Beavais, Deauville Prix de Balleroy, Evry Prix d’Orly, Prix de Barbizon. Honest Broker. 3 wins-1 at 2-in GB and U.S.A, Curragh Loughbrown H.

5th dam
SACAGAWEA, by Bold Ruler. Unraced. Half-sister to SHAM, DENDRON, Leonato. Dam of 5 named foals, all raced, 4 winners, inc:-
Backwoods (Forli). 6 wins, 3d Delaware Open Fire S., Gr.3, Parlo H., L. Hillsgaw. Winner in U.S.A. Grandam of- NUZZI (Habat). 5 wins from 1800m to 2250m, Rome Premio Conte Felice Scheibler, L, 3d Rome Premio Albano, L.

Nominated for Magic Millions Race Series Super VOBIS, VOBIS Gold
Lot 1192 (100% GST) CHESTNUT FILLY
Foaled 27th August 2011 Branded: 4003 nr sh; 5 over 1 off sh

<table>
<thead>
<tr>
<th>Sire</th>
<th>Soviet Star Nureyev Northern Dancer</th>
</tr>
</thead>
<tbody>
<tr>
<td>STARCAST (NZ) 2000</td>
<td>Flying Floozie Pompeii Court Tell</td>
</tr>
<tr>
<td>Dam</td>
<td>General Nediym Nediym Shareef Dancer</td>
</tr>
<tr>
<td>VICTORY CRY 2005</td>
<td>Classic Status Marsey Biscay Kendor</td>
</tr>
</tbody>
</table>

STARCRAFT (NZ) (Chestnut 2000-Stud 2006). 11 wins, Australian Derby, Gr.1. Sire of 267 mrs, 144 wns, 14 SW, inc. Star Witness (MRC Blue Diamond S., Gr.1), We Can Say it Now, Hallowell Belle, Crafty Ima, Lunar Rise, Do You Think, Starcheeka, Celebrity Girl, Ain’tnofallenstar, Perfect Punch, Baschar, Don’t Tell Mary, Mr Vadim, Singapore Sling, SP Stella Lante, Secret Hills - Royal Partner (H.K.), The Social Network, etc.

1st dam
VICTORY CRY, by General Nediym. Placed at 3, 3d SAJC Urban Pacific H., GLC - SPLC Guzzunda H. Sister to VICTORY CHANT. This is her first foal.

2nd dam
CLASSIC STATUS, by Marscay. 3 wins at 1000m, 1200m, SAJC Jeune H., Heggies Vineyard 3YO H., 2d SAJC Toro Irrigation 3YO H., 3d Oakbank RC Carlton Draught H. Half-sister to SERIOUS SPEED, Regal Flute (dam of MAJESTIC MUSIC). Dam of 5 named foals, 2 to race, inc:-

VICTORY CHANT (General Nediym). 4 wins-1 at 2-at 1000m, $133,520, SAJC Redelva S., L, Allan Scott Park Morphettville Flying H., Distinctive Homes 2YO P., Distinctive Homes H., 2d SAJC Clipsal H., 3d MRC Blue Diamond Prelude (c&g), Gr.3.

3rd dam
TWEET, by Kendor. Winner at 1450m, SAJC HC Nitschke S., L. Dam of 7 named foals, all raced. 6 winners, inc:-

SERIOUS SPEED (Royal Academy). 5 wins from 1200m to 1600m, $956,790, MRC Thousand Guineas, Gr.1, STC Hobartville S., Gr.2, SAJC Gerard Corporation S., Gr.3, Gliderol Garage Doors H., 2d VRC Oaks, Gr.1, VRC Edward Manifold S., Gr.2, 3d SAJC Robert Sangster S., Gr.1, Morphettville Guineas, L, CS Hayes Memorial Cup, L, 4th MRC Tristarc S., Gr.2.

Chickadee. 3 wins from 1500m to 2100m, MRC Hyperno H., 2d Qld Tatt’s RC Arcade H., 4th VRC Thoroughbred Breeders’ S., Gr.3.

Playzone. Winner at 1200m, SAJC Max Gummut Solutions P.

Regal Flute. Winner at 1050m, 2d SAJC Tapestry Vineyards H. Dam of MAJESTIC MUSIC (Al Maher). 6 wins-1 at 2-from 1200m to 1600m, $857,360, VRC Edward Manifold S., Gr.2, SAJC Yallambee Classic, Gr.2, RA Lee S., Gr.3, Jansz S., Gr.3, VRC Desirable S., L, SAJC Morphettville Guineas, L, 2d MRC Sandown Guineas, Gr.2, SAJC RA Lee S., Gr.3, 3d SAJC Pewsey Vale S., L, 4th MRC Sir Rupert Clarke S., Gr.1, MVRC Sunline S. Gr.2, SAJC Queen of the South S., Gr.2.

Tobouggie Woogie. 7 wins-1 at 2-from 1050m to 1600m, $196,180, SAJC Toro 2YO H., BRC Caxton Hotel H., 4th TTC George Adams P., L.

Iima Note. 2 wins at 1400m, 1800m, SAJC Scott Group of Companies H.

4th dam
PALACE NEWS, by Sir Tristram. Winner at 1800m, SAJC Hill-Smith S., L, 2d SAJC Morphettville Guineas, L. Half-sister to Te Akau Toy (dam of MARCH HARE). Dam of 10 named foals, 6 to race, 3 winners.

Nominated for Magic Millions Race Series
Account of MAGIC MILLIONS SALES PTY LIMITED, Gold Coast, Qld.
(Repossession From BC3 Thoroughbreds)

Lot 1193 (100% GST) BAY OR BROWN FILLY
Foaled 16th October 2011
Branded: 5F. nr sh; 40 over 1 off sh

<table>
<thead>
<tr>
<th>Sire</th>
<th>Danehill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dam</td>
<td>Tale of the Cat</td>
</tr>
<tr>
<td>FASTNET ROCK (AUS)</td>
<td>Danehill x Danzig</td>
</tr>
<tr>
<td>2001 Piccadilly Circus</td>
<td>皇家学院 x Nijinsky</td>
</tr>
<tr>
<td>Dam</td>
<td>Tale of the Cat</td>
</tr>
<tr>
<td>AMAZING TALE (USA)</td>
<td>Danzig x Northern Dancer</td>
</tr>
<tr>
<td>2005 Svea Dahl</td>
<td>Honor Grades x Danzig</td>
</tr>
<tr>
<td>Present Colors</td>
<td>Prized</td>
</tr>
</tbody>
</table>


1st dam
AMAZING TALE, by Tale of the Cat. 2 wins at 2 at 4½f, 5f, Prairie Meadows Prairie Gold Lassie S., L, 2d Prairie Meadows Goldfinch S., L. This is her second foal. Her first foal is an unraced 3YO.

2nd dam
SVEA DAHL, by Honor Grades. 10 wins from 6f to 9f, $433,500, Aqueduct Turnback the Alarm H., Gr.3, Laurel Carousel S., L, Belmont Allowance, Hollywood Allowance, 4th Santa Anita Sunshine Millions Distaff S., L, Half-sister to VUELO COLORIDO. Dam of 7 named foals, 5 to race, all winners, inc:-
AMAZING TALE (Tale of the Cat). 2 wins. See above.
Robbos Courage. 7 wins from 6f to 1m in U.S.A.
Don't Blame Teddy. 2 wins at 6f, 7½f in U.S.A.
Bluegrass Kopp. 2 wins at 6f, 7f to 2013 in U.S.A.
Hard Nine. 2 wins-1 at 2-at 5½f, 1m to 2013 in U.S.A.

3rd dam
PRESENT COLORS, by Prized. Unraced. Dam of 6 named foals, 5 to race, all winners, inc:-
SVEA DAHL (Honor Grades). 10 wins. See above.
VUELO COLORIDO (Meadow Flight). 21 wins to 7f, $222,230 in Puerto Rico, El Comandante Clasico Rafael Martinez Nadal, L, 4th El Comandante Clasico Battle Morn, L.

4th dam
Blue and Green, by Miswaki. 5 wins, 2d Turf Paradise Genuine Risk H., L. Half-sister to Super Actor. Kaydanna (dam of KAYDEE CLASSIC). Dam of 10 foals, 7 to race, 3 winners, inc:-
Stella Reine. 4 wins to 1100m.

5th dam
GITANA, by Spectacular Bid. Unraced. Half-sister to BUCKBEAN, TRENDY GENT, Tableaux (dam of SCUFFLEBURG, DEVILED), Trowel, Purace (dam of CHECKPASSER). Dam of 8 foals, 6 to race, 5 winners, inc:-
Blue and Green (Miswaki). 5 wins. See above.
Kaydanna. 3 wins-2 at 2-in U.S.A. Dam of-
KAYDEE CLASSIC (Regal Classic). Winner at 2, Woodbine Victorian Queen S., L. Producer.

Nominated for Magic Millions Race Series
Super VOBIS, VOBIS Gold
Golden Slipper Nominated, Blue Diamond Nominated
Lot 1194 (100% GST)  BAY COLT

Foaled 26th September 2011  Branded: Vx3

<table>
<thead>
<tr>
<th>Sire</th>
<th>STARCRAFT (NZ)</th>
<th>Dam</th>
<th>EBONY MAGIC</th>
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<tbody>
<tr>
<td>iev...............Northern Dancer</td>
<td>Flying Flozie</td>
<td>Bletchley Park</td>
<td>Ebony Pak</td>
</tr>
<tr>
<td>Veruschka .................Venture</td>
<td>Pompeii Court ..........Tell</td>
<td>Caele wants .........Nijinsky</td>
<td>Haulpak........Dignitas</td>
</tr>
<tr>
<td>USSR.................Battle-Waggon</td>
<td>Lucky Heiress ..............Sun</td>
<td>Caele wants .........Nijinsky</td>
<td>Haulpak........Dignitas</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sire</th>
<th>Nureyev</th>
<th>Dam</th>
<th>Haulpak</th>
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<tbody>
<tr>
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<td>Bletchley Park</td>
<td>Ebony Pak</td>
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<tr>
<td>Veruschka .................Venture</td>
<td>Pompeii Court ..........Tell</td>
<td>Caele wants .........Nijinsky</td>
<td>Haulpak........Dignitas</td>
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<tr>
<td>USSR.................Battle-Waggon</td>
<td>Lucky Heiress ..............Sun</td>
<td>Caele wants .........Nijinsky</td>
<td>Haulpak........Dignitas</td>
</tr>
</tbody>
</table>

**Sire**

STARCRAFT (NZ) (Chestnut 2000-Stud 2006). 11 wins, Australian Derby, Gr.1. Sire of 267 mrs, 144 wns, 14 SW, inc. Star Witness (MRC Blue Diamond S., Gr.1), We Can Say it Now, Hallowell Belle, Crafty Irma, Lunar Rise, Do You Think, Starcheeka, Celebrity Girl, Ain'tnfoallenstar, Perfect Punch, Baschar, Don't Tell Mary, Mr Vadim, Singapore Sling, SP Stella Lante, Secret Hills - Royal Partner (H.K.), The Social Network, etc.

1st dam

EBONY MAGIC, by Bletchley Park. 8 wins-3 to 2 at 1200m, $171,815, WATC Gimcrack S., L Yearling Sales 2YO H., Paklani 2YO P, Budget Rent a Car H., MVRC Tabaret H., WATC Lloyd Meredith H., My Juliet H., Colours & Silks Cafe at Belmont H., 2d WATC Singapore Orchid Rose of Summer Final, Mystic Chanty H., Better Food H., 3d WATC Birthday S., L. Sister to MOST SECRET (dam of COVERTLY, SO SECRET, SECRET LINK). This is her seventh foal. Dam of six named foals, five to race, three winners, inc:-

Ebony Raider (g. by Danetime). 4 wins-2 at 2-at 1000m, 1100m, WATC Westspeed 2YO P-twice, Westspeed 3YO H., Ozbet.com.au H., 2d WATC Westspeed 2YO P, Turn a Glow H., 3d WATC Westspeed 3YO H.

Ready Raider (g. by More Than Ready). 3 wins at 1000m, 1100m to 2012-13, WATC Playeronline.com.au H., Festival of Perth Racing H., 2d WATC Cororate Gun H., 3d WATC Tabtouch.mobi H.

More Black Magic (f. by More Than Ready). Winner at 2 at 1000m, 3d ATC Condell Park Produce H.

More Magic (f. by Choisor). Placed at 3 in 2013-14, 2d WATC Westspeed 3YO H.

Magic Master (g. by Danetime). Placed.

2nd dam

EBONY PAK, by Haulpak. Placed at 2, 2d WATC Cambana Lad H. Sister to PAKSIAN, three-quarter-sister to Haulpet (dam of STAR PET), Dignitina (dam of TIGNADINA). Dam of 5 foals, 4 to race, all winners, inc:-

EBONY MAGIC (Bletchley Park). 8 wins. See above.

MOST SECRET (Bletchley Park). 3 wins at 2 at 1000m, WATC Queen's P, L, Gimcrack S., L, Supremacy S., L. Dam of-

COVERTLY (Metal Storm). 6 wins-4 at 2-from 1000m to 1600m, $764,840, WATC Railway S., Gr.1, Sires' Produce S., Gr.3, NJ Way S, L, Crystal Slipper S., L, 2d WATC Lee Steere S., Gr.2, Gimcrack S., L, 3d AJC Flight S., Gr.1, STEA Tea Rose S., Gr.2, 4th AJC Silver Shadow S., Gr.2, WATC Karrakatta P, Gr.2, NSW Tatts' RC Furious S, Gr.3.

SO SECRET (Danetime). 5 wins to 1200m, $305,475, WATC Colonel Reeves S., Gr.3, Westspeed 3YO H., 2d WATC Belmont Newmarket H., L, Beaufine S., L-twice, 3d WATC Goodwood Sprint H., L. Sire.

SECRET LINK (Encosta de Lago). 6 wins from 1400m to 1650m, $135,255, WATC December S., L, 3d WATC Belmont Sprint, Gr.3, Quatrain. Winner at 1250m, 2d WATC Rentokil Insurance H. Grandam of-

TRANSLATE (Love a Dane). 5 wins-1 at 2-at 1200m, 1600m, $493,135, VRC Matron S., Gr.3, 2d VRC Myer Classic, Gr.1, AJC Emancipation S., Gr.2, MCR Mannerism S., Gr.3, 3d Western Australian Guineas, Gr.2.

Nominated for Magic Millions Race Series
Lot 1195 (100% GST)  BAY COLT

 account of MAGIC MILLIONS SALES PTY LIMITED, Gold Coast, Qld.  (Repossession From BC3 Thoroughbreds)

<table>
<thead>
<tr>
<th>Sire</th>
<th>Myboyncharlie (IRE)</th>
<th>2005</th>
<th>Elvish</th>
<th>2005</th>
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<tbody>
<tr>
<td>Foaled 14th August 2011</td>
<td>Branded: A nr sh; 2 over 1 off sh</td>
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</table>

**Sire**
- Danetime

**MYBOYCHARLIE (IRE)**
- 2005 Dulceata

**Dam**
- Elusive Quality

**ELVISH**
- 2005 Smarts


1st dam
ELVISH, by Elusive Quality. Placed at 3. This is her second foal. Dam of one foal to race-
Elovachill (g. by Artie Schiller). Placed in 2013-14, 3d SAJC Dominant P.

2nd dam
Smarts, by Danehill. Placed at 2, 2d STC Reisling Slipper Trial S., Gr.2, Kindergarten S., Gr.3. Half-sister to SMART ROAD, Smart Maxie. Dam of 5 named foals, 3 to race, inc:-
Vuscarr. **Winner** at 1300m, 2d BTC Affinage P.

3rd dam
SMART LITTLE LADY, by Bletchingly. 4 wins to 1400m, VRC Opal Stores H., VATC Swell Time H., VRC Hi-Jinx H., VATC Cendrillon H., 4th VRC Red Roses S., L. Blood-sister to TRUE VERSION, half-sister to VAIN FURY. Dam of 10 foals, 9 to race, **6 winners**, inc:-
**SMART ROAD** (Whiskey Road). 3 wins-2 at 2-from 1100m to 1650m, TRC One Thousand Guineas, L, 2d VATC Forina H., Springfield H.

**Smart Maxie** (Anabaa). 7 wins to 1200m, $192,400, STC Dexta Welter H., Parramatta Leagues Club H., De Bortoli Windy Peak H., Whyburns Legal H., 2d AJC Razor Sharp H., L, STC Schweppes Ciata H., AJC NEC H., Maytag H., 4th AJC Hall Mark S., L, Show County H., L.

**Smarts** (Danehill). Placed. See above.

**Smart Attack, 6 wins** from 1600m to 1900m, AJC The Grafter H.

**Smart Moss, Winner** at 2 at 1100m. Dam of-
Surned. 4 wins-2 at 2-from 800m to 1600m, BATC Orlando Gramps 2YO H. Occur. 5 wins-2 at 2-at 1000m, 1200m. Dam of-
**TRUSTED PARTNER** (Untouchable). 9 wins-1 at 2-at 1000m, $144,863, BRC Lightning H., L, MVRC Tattsbet.com H.

Kilibreda. 3 wins at 1000m, 1100m. Dam of-
Sheezthebizness. 3 wins to 1300m to 2013-14, 3d WATC Tabform H. Real Bonita. 2 wins to 1100m to 2013-14, 2d WATC Pharm-A-Care H.

4th dam
**KID SISTER**, by Kaoru Star. 3 wins-1 at 2-to 1400m, 2d AJC Henry Lawson H. Sister to FICTION STAR (dam of TRUE VERSION), Kid Kaoru, Fiction Gem (dam of OUR FICTION), half-sister to Buster's Delight (dam of LICENCE RENEWED). Dam of 5 foals, all raced, **3 winners**, inc:-

**VAIN FURY** (Vain). 20 wins-1 at 2-to 1400m, $142,500, Newcastle JC Newmarket H., L, 2d STC Diners Club Cup, Gr.3, Gosford RC Pacesetter S., L, 3d STC Festival H., L.

Nominated for Magic Millions Race Series
Lot 1196 (100% GST) BAY COLT
Foaled 6th September 2011 Branded: A nr sh; 6 over 1 off sh

<table>
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<tr>
<th>Sire</th>
<th>ENCOSTA DE LAGO</th>
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<tr>
<td>Fairy King</td>
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<td>Fairy Bridge</td>
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<td>Shoal Creek</td>
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<td>Bold Reason</td>
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<tr>
<td>Carnegie</td>
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<td>Star Way</td>
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<tr>
<td>ENCOSTA DE LAGO AUS</td>
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<td>Star Appeal</td>
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<tr>
<td>1993</td>
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<td>Rolls</td>
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<tr>
<td>JANNAH</td>
<td></td>
<td>Mr. Prospector</td>
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<tr>
<td>2003</td>
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<td>Sadler's Wells</td>
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<td>Northern Dancer</td>
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<td>Biscay</td>
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<tr>
<td></td>
<td></td>
<td>Lady Giselle</td>
</tr>
</tbody>
</table>


1st dam
JANNAH, by Carnegie. Raced twice. Half-sister to CROWNED GLORY (dam of NEEDS FURTHER), Monolith. This is her third foal. Dam of two foals to race-

Athenaea (f. by General Nediym). Winner at 1000m in 2012-13, BRC Mount Franklin P

2nd dam
SIGNIFICANT MOMENT, by Bletchingly. Placed at 3, 3d VATC Courtza H. Half-sister to BARYSHNIKOV, ZABEEL, Break the Vault, Gizelle Royale, Charming Life (dam of KINGFISHER MILL, WELLBEING). Dam of 10 foals, 9 to race, 6 winners, inc:-

CROWNED GLORY (Danehill). 2 wins at 2 at 1000m, 1200m, $603,750, VRC Bloodhorse Breeders’ S., Gr.3, 2d STC Golden Slipper S., Gr.1, 3d VATC Veue Clicquot S., L, 4th STC Reisling Slipper Trial S., Gr.2. Dam of-

NEEDS FURTHER (Encosta de Lago), 3 wins from 1300m to 1600m, $126,050, ATC Carbine Club S., Gr.3, Woollahra H.
Monolith (Danehill). Winner at 2050m, 3d VRC Siemens Mobile S., L. Sire.

3rd dam
LADY GISELLE, by Nureyev. Unraced. Three-quarter-sister to Mayenne (dam of MY RENEE), half-sister to TRAVOLTA, Fame, River Derna. Fourteen (dam of RIVER NYPH). Dam of 14 foals, 12 to race, 8 winners, inc:-

ZABEEL (Sir Tristram). 7 wins-1 at 2-from 1200m to 2050m, $1,138,400, Australian Guineas, Gr.1, VRC Craiglee S., Gr.2, Moonee Valley S., Gr.2, MVRC Alister Clark S., Gr.2, VRC Debonair S., L. Champion sire.

BARYSHNIKOV (Kenmare). 4 wins at 1400m, 1600m, $491,210, Australian Guineas, Gr.1, VATC JJ Liston S., Gr.2, Sandown Guineas, Gr.2, 2d MVRC Alister Clark S., Gr.2, 3d VATC Underwood S., Gr.1, Autumn Classic, Gr.2, Autumn S., Gr.3, 4th VRC Craiglee S., Gr.2. Sire.

Gizelle Royale (Sir Tristram). 4 wins from 1350m to 1950m, MVRC Qantas Holidays H., Yarra Glen Cup, 2d SAJC Chairman’s S.H., L.

Break the Vault (Redoute’s Choice). 4 wins from 1300m to 1800m, City Tatt’s RC Omega Welter H., 2d VRC HKJC Melbourne Cup Day P, L. Sire.

Charming Life. Winner at 1400m, AJC Veil mond H. Dam of-

KINGFISHER MILL (Riverman). 3 wins at 1¼m, 1½m, £129,008, Royal Ascot King Edward VII S., Gr.2, Ascot Cumber land Lodge S., Gr.3. Sire.

WELLBEING (Sadler’s Wells), 9 wins from 2000m to 3400m, £228,454, Newbury St Simon S., Gr.3, 2d Epsom Coronation Cup, Gr.1. Sire.

Nominated for Magic Millions Race Series
Golden Slipper Nominated, Blue Diamond Nominated
Account of MAGIC MILLIONS SALES PTY LIMITED, Gold Coast, Qld.
(Repossession From BC3 Thoroughbreds)

Lot 1197  (100% GST)  BAY COLT

Foaled 10th September 2011  Branded : Jnr sh; 46 over 1 off sh

<table>
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<tr>
<th>Sire</th>
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<tbody>
<tr>
<td>Northern Dancer</td>
<td>Neartic</td>
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<tr>
<td>ASTRONOMER ROYAL (USA)</td>
<td>Pas de Nom ....................Admiral's Voyage</td>
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<tr>
<td>2004</td>
<td>Sheepscot</td>
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<tr>
<td>Easy Goer</td>
<td>Alydar</td>
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<tr>
<td>Escrow Agent</td>
<td>El Gran Senor</td>
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<tr>
<td>PAN'S FLUTE</td>
<td>Octagonal</td>
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<tr>
<td>2005</td>
<td>Zabeel</td>
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<tr>
<td>Shedia</td>
<td>Straight Strike</td>
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<tr>
<td>Sire</td>
<td>Desert Prince</td>
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<td>ASTRONOMER ROYAL (USA)</td>
<td>Desert Prince</td>
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<td>PAN'S FLUTE</td>
<td>Shedia</td>
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<tr>
<td>2005</td>
<td>Straight Strike</td>
</tr>
</tbody>
</table>

ASTRONOMER ROYAL (USA) (Bay 2004-Stud France 2009, Aust. 2009), 3 wins-1 at 2, Longchamp Poule d'Essai des Poulains, Gr.1. Sire of 78 rnrs, 32 wns, inc. SW Stellar Path (Deauville Prix des Reservoirs, Gr.3), Madiba, Table Ronde, etc. His oldest Aust.-bred progeny are 3YOs and inc Astro Miss, Gravitational, Neptune Palace, Royal Trieste, Caribbean Blue, Easy Miss, Gourmet Night, Leaps and Bounds, Miss Procyon, Speedastro, etc.

1st dam
PAN'S FLUTE, by Lonhro. Winner at 1150m. This is her first foal.

2nd dam
SYRINX, by Desert Prince. Winner at 2 at 1200m, SAJC Breeders' S., Gr.2, 3d MRC Rancher 2YO P., AJC Liverpool Leader H., 4th MRC Tranquil Star S., Gr.3. Half-sister to WHISTLE UP, NOISE, Lorelei (dam of THE RHINE - RICH DRAGON (H.K.)), Whistles (dam of HAPPIER, TINAMOU). Dam of 1 foal, a winner-

3rd dam
WHISTLING, by Ace of Aces. 9 wins-1 to 1400m, $185,600, VATC Tristarc S., L, AJC Bradshaw H., Campbelltown H., Fairy Walk H., W Forrester H., VATC Teppo H. Dam of 11 foals. 8 to race, 6 winners, inc:-

WHISTLING (Desert Prince). Winner. See above.

4th dam
REAL HAPPY, by Battle-Waggon. Winner at 1300m, STC Rockdale H. Sister to Pre Empt (dam of GOVERNOR'S BAY, HEAVENLY VIEW, ZEMINDAR), half-sister to HAPPY CASE. Dam of 2 named foals, both raced, inc:-

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