

Sale Criteria

1. Sellers are responsible for the wellbeing of the stock until loaded.
2. Weighing of all calves will be done on farm at which loading will take place on the day of loading.
- 3. Loading of all stock must take place before the 24th April 2020.**
4. Sellers need to be available to weigh and load calves after the sale, at the convenience of the buyer, within reason.
5. It is the responsibility of Peter McEwan Livestock to ensure efficient and consolidated loading points for all calves. Sellers are to arrange the use of loading facilities that do not belong to him
6. Selling price will be Rands and cents per kg.
7. Buyers to settle all accounts within 7 days of loading
8. No calves may be added to any lot after printing the catalogue. Quantity may be less due to injury.
9. Only one seller per lot. Only one buyer per lot. No sub dividing of lots.
10. The seller will only be paid for the number and weight of the calves loaded.
11. Sellers will be paid 10 days after loading
- 12. Auctioneers will not be liable for any vast discrepancy between projected and actual loading weights. Projected weights are estimated weighs and are relevant to the day of sale. Buyers must assume an average daily gain of 1,2kg per day per calve for every day after the sale until loading.**

PLEASE NOTE THAT BY BUYING/SELLING STOCK ON THE SALE, THE BUYER/SELLER ACKNOWLEDGES THAT HE/SHE HAS READ AND ACCEPTED ABOVE CONDITIONS AND IS PREPARED TO BE BOUND BY THEM.



PETER MCEWAN LIVESTOCK

THANK YOU FOR YOUR SUPPORT

Peter McEwan Livestock – Condition of Sale

1. The Sale transaction is a cash (EFT) transaction and no concession or indulgence that may at any time be granted shall derogate from the stated nature of the transaction as being on of cash.
2. All goods or livestock are sold by Peter McEwan Livestock on behalf of the Seller.
3. The Seller acknowledges that there are no encumbrances on such assets as that it is his property.
4. Peter McEwan Livestock accepts no liability for any statements of guarantees which may appear in catalogues or advertisements or which may be given verbally by its officers or a Seller.
5. The Seller who offers any assets for sale, accepts sole liability in regard to information furnished as to pedigree, ages, dates of service, state of health or any other particulars which might be incorrect and is the Purchaser's sole recourse in case of a dispute will be against the Seller.
6. The Purchaser shall not be entitled to withhold any payment of the purchase price to Peter McEwan Livestock as a result of any possible or pending claim that he may have against the Seller on grounds of misrepresentation of from any other reason whatsoever.
7. Subject to any reserve placed on any assets by the Seller, the highest bidder shall become the Purchaser. All assets shall immediately after the bid being knocked down, be considered as delivered to the Purchaser.
8. All profit, loss or risk in the assets will pass to the Purchaser once it has been delivered to the Purchaser, who shall at his own expense remove it from the sale venue.
9. Peter McEwan Livestock reserves the right to refuse the bid of any person, to regulate bidding, to indicate the highest bidder and to vary the orders of the sale at any time without giving reason therefore. If the auctioneer suspects that a bidder is unable to pay the purchase price, or has not made satisfactory arrangements for payment of the purchase price, he may refuse to accept the bid of such a bidder, or accept it provisionally until the bidder has satisfied him that he is in a position to pay the purchase price of that he has made satisfactory arrangements for payment thereof. On refusal of a bid under such circumstances, the asset may immediately be re-auctioned.
10. In the event of a dispute arising amongst the bidders, the assets in dispute shall, at the discretion of Peter McEwan Livestock, be re-auctioned.
11. Peter McEwan Livestock/ the auctioneer shall incur no liability of damages in respect of any action by the auctioneer or his helpers. The auctioneer shall be entitled to action the assets at his own discretion.
12. All assets are sold "voetstoots" / "as is" and Peter McEwan Livestock shall not be liable for any defects, latent or otherwise which may exist with or without the knowledge of Peter McEwan Livestock.
13. The Purchaser admits/accepts that although he has obtained possession and control of the assets with or without the approval/assistance of Peter McEwan Livestock, ownership of the lot or assets will remain that of the Seller until the purchase price has been paid in full to Peter McEwan Livestock with the provision that the risk in the assets or lot passes to the Purchaser at the fall of the hammer.
14. The Seller cedes all his rights to recourse against the Purchaser to Peter McEwan Livestock on the fall of the hammer.
15. Should the Purchaser default to pay the purchase price, Peter McEwan Livestock shall be entitled to:
 - a. Claim from the Purchaser interest at the maximum allowable rate calculated from the date of purchase to the date of settlement; and/or
 - b. Repossess the assets, to resell the same at the risk of the defaulting Purchaser who shall be liable for all costs in connection with the resale and any loss of damage incurred and will not be entitled to any profit that may arise for the sale; and/or
 - c. Institute legal proceedings for the payment of the amount owing of for the return of the assets in which event the conditions of 18 will apply; and/or
 - d. Recover any legal cost calculated at the Attorney/Client tariff as well as collection of debts.
16. The entries made in Peter McEwan Livestock' auction roll shall be conclusive evidence of the transaction and shall be binding on the Seller and the Purchaser.
17. Any person who purchases on behalf of a Principle must supply Peter McEwan Livestock with a letter of authority prior to the commencement of the sale, failing which, he will be held liable for payment of any purchase made by him.
18. Any person entering the sale venue do so at their own risk and Peter McEwan Livestock shall not be liable for any injuries, damages or losses of any nature whatsoever.
19. Peter McEwan Livestock reserves the right to amend without prior notice these conditions at any time either in writing or verbal.
20. Any assets entered or offered for sale on the day of the auction, are subject to payment of usual commission by the Seller to Peter McEwan Livestock, whether the assets are sold at the auction or thereafter, with or without the knowledge of Peter McEwan Livestock, but as a result of this auction.