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CONDITIONS OF SALE

FOR CATTLE, CALVES, SHEEP AND PIGS AT LIVESTOCK AUCTION MARKETS

PART I - GLOSSARY AND PROVISIONS APPLYING GENERALLY

1 Words and expressions having special meanings

1.1 In these Conditions a number of words and expressions have special meanings. Where one of these words or expressions is used it is printed in bold italics and its special meaning is given below:

*"a *warranty"* means a warranty under which a claim may be made up to the time stated at * after the day of the sale but must be made by notice in writing received by the *auctioneers* within that period;

*"a *+** warranty"* means a warranty under which a claim may be made up to the time stated at * after the day of the sale but must be made by notice in writing received by the *auctioneers* within the time stated at ** of the end of that period;

"after-sale warranty" means a warranty under which a claim may be made up to one hour after the time or when the animal to which the claim relates is removed from the *sale premises*, whichever is the sooner, which claim may be made orally but must be received by the *auctioneers* within that period;

"auctioneers" means the person conducting the sale and the person by whom that person is employed or on whose behalf that person is conducting the sale;

"calf" means any bovine animal under the age of 56 days;

"clinical" means detectable by sight or touch;

"cull" means deemed for any reason to have reached the end of its useful or breeding life;

"dairy cow" or *"dairy heifer"* means a cow or a *heifer* (as the case may be) which is included in a sale or section of a sale which is offered for sale as "dairy cattle";

"Defra" means the Department for Environment Food and Rural Affairs, or, where appropriate, any other department of Her Majesty's Government.

"enactment" means any statute or statutory provision (whether of the united Kingdom or elsewhere), subordinate legislation (as defined by section 21(1) of the Interpretation Act 1978) and any other subordinate legislation made under any such statute or statutory provision;

"end of the day's sale" means the time when the hammer falls on the last lot in the sale or the last lot in that section of the sale;

"gilt" means a young sow which has not reached the end of her first natural lactation;

"heifer" for the purposes of Part IV (animals Sold for Slaughter) and Part V (Store Cattle) means any female bovine animal which has not previously given birth to a calf and for the purposes of Part VII (Dairy and Beef Breeding Cattle) includes a young cow which has not reached the end of her first natural lactation.

"imported" means brought into any part of Great Britain from any place outside Great Britain;

"in calf" or *"due to calve"* means carrying a *calf* but shall not imply that any *calf* due will be born alive;

"in lamb" or *"due to lamb"* means carrying a lamb but shall not imply that any lamb due will be born alive;

"in pig" or *"due to pig"* means carrying a piglet but shall not imply that any piglet due will be born alive;

"liquidated damages" means ascertained and agreed liquidated damages to cover all expenses, depreciation in value and other damages whatsoever;

"maiden heifer" means a *heifer* which has never been served either by natural means or by artificial insemination;

"purchaser" means, in relation to any lot, the person whose bid for that lot has been accepted by the *auctioneers* or, if Condition 21 applies, a purchaser from that person and in either case includes the personal representative of such person;

"quiet to milk" means quiet to milk by machine unless a statement is made in the catalogue or at the time of sale that an animal has only been hand milked in which case it shall mean quiet to milk by hand;

"sale premises" means the land and/or buildings used by the *auctioneers* to conduct the sale;

"springer" or *"springing to calve"* means an *in calf* cow or *heifer* warranted by the *vendor* to calve a fully-developed *calf* within 21 days after the day of sale;

"suckler cow" means a female bovine animal that has previously given birth to a calf and which is not offered for sale as a *dairy cow*;

"take delivery" means accept a transfer of possession;

"unsoundness" means any condition, state or formation present at the time of sale which, in the opinion of a *veterinary surgeon*, constitutes a departure from the normal physical condition of the healthy animal;

"vendor" includes the owner and any other person, other than the *auctioneers*, who offers an animal for sale and the personal representatives of any such person;

"veterinary surgeon" means a Member of the Royal College of Veterinary Surgeons of not less than five years' admission;

"veterinary surgeon's certificate" means a certificate signed by a *veterinary surgeon* setting out the identification marks of the animal(s) to which it refers and confirming the existence of facts or circumstances or stating an opinion including any particular fact, circumstance or opinion required by the relevant Condition;

"warranty of title" means the terms implied by section 12 of the Sale of Goods Act 1979 as to the *vendor's* right to sell, quiet possession and freedom from encumbrances.

2 Principles of interpretation

2.1 In these Conditions:

(a) words signifying the masculine include the feminine and vice versa;

(b) words signifying the singular include the plural and vice versa;

(c) references to a person include a corporation;

(d) references to any *enactment* include a reference to:

(i) any *enactment* which that *enactment* has directly or indirectly replaced (whether with or without modification); and

(ii) that *enactment* as re-enacted, replaced or modified from time to time, whether before, on or after the date of these Conditions;

(e) references to a Condition, Part or Appendix are to a condition or part of a condition, or the appendix to, these Conditions;

(f) the contents table and the descriptive headings to Conditions, Parts and the Appendix are for convenience only and shall be ignored when interpreting these Conditions; and

(g) the words and phrases "other", "include", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as the preceding words where a wider construction is possible.

3 Time limits

3.1 Time shall be of the essence of all Conditions which contain time limits. Where the time limited for any person to do anything expires on a Sunday, bank or other public holiday, or on the day next following any such day, then such Sunday or bank or other public holiday shall be excluded from the computation of the time.

3.2 In the computation of any period of time before or after the sale or any other event, the day of the sale or other event, as the case may be, shall be excluded.

3.3 Any period of time expressed as a number of days shall be taken to refer to that number of clear days, and similarly for any other period of time.

4 Statement of fact

4.1 Unless otherwise announced all statements made in the catalogue or at the time of sale regarding health status or other tests are to be taken as statements of fact only and neither the *vendor* nor the *auctioneers* accept any responsibility for subsequent reaction to any relevant test administered after the sale.

5 Serving of notices

5.1 Irrespective of anything to the contrary in these Conditions, and save as provided by Condition 5.2, any written notice under any of these Conditions may be served on the person to whom it is to be given either personally, or by leaving it for him at his last known address, or by sending it through the post in a prepaid recorded delivery letter addressed to him there, and any such letter shall be deemed to have been received by him at the time at which it would be delivered in the ordinary course of post.

5.2 Any written notice required by any of these Conditions to be given by a *purchaser* to a *vendor* may be given by such *purchaser* to the *auctioneers* on the *vendor's* behalf, either by leaving it at the office of the *auctioneers*, or by sending it through the post in a prepaid recorded delivery letter addressed to the *auctioneers* there and any such letter shall be deemed to have been received by the *vendor* at the time at which it would be delivered to the *auctioneers* in the ordinary course of post.

5.3 On receiving any notice under Condition 5.2 the *auctioneers* shall, as soon as reasonably practicable, communicate its contents to the *vendor*.

5.4 Except as aforesaid, all communications and negotiations with reference to any dispute between any *purchaser* and *vendor* under these Conditions shall take place directly between the *purchaser* and the *vendor* respectively without involving the *auctioneers.*

6 Liability of the auctioneers

6.1 **The *auctioneers* act in all respects only as agents for the *vendor* and no condition or warranty is given by the *auctioneers* or their servants, and none shall be implied, as to title, description or the quality of any lot sold. Neither the *auctioneers* nor their servants shall be liable to the *purchaser* in any respect for any defect of title, error of description or imperfection or for any announcement or statement concerning any lot offered for sale whether made orally or in writing and whether given before, during or after the auction, nor shall they incur any liability in relation to any dispute between any *vendor* and *purchaser.***

6.2 **The *auctioneers* shall not be liable in any way for any accident which happens to any person while on the *sale premises*, unless it arises out of the *auctioneers'* or their servants' negligence.**

PART II - CONDITIONS REGULATING THE CONDUCT OF THE SALE

7 Conditions binding on vendor, bidder and purchaser

7.1 Every *vendor,* bidder and *purchaser* shall be deemed to have full knowledge of these Conditions and by taking part in the sale agrees to be bound by them.

8 Advertisements

8.1 If stock entered for sale is specifically advertised by the *auctioneers* and the person entering that stock fails to bring it for sale on the relevant day, the *auctioneers* may charge him a fair and reasonable proportion of the expenses incurred.

9 Private sales

9.1 If a person who has brought on to the *sale premises* a lot for sale sells that lot privately on the day of sale and on the *sale premises*, either before it is offered for sale at auction or, if it fails to sell at auction, afterwards, these Conditions shall, so far as applicable, govern that private sale.

9.2 In the case of a private sale:

(a) either the *vendor* or the *purchaser* shall book the transaction with the *auctioneers* and the purchase money shall be payable to the *auctioneers* in full; and

(b) the *auctioneers* may charge the commission which would have been payable if the lot had been sold at auction for the price obtained on the private sale, and if they exercise that right the *auctioneers* may deduct the commission from the purchase money before accounting to the *vendor*.

9.3 If the *vendor* fails to comply with the provisions of paragraph (a) of Condition 9.2, he shall be liable to pay the *auctioneers'* commission.

10 Exclusion of animals

10.1 The *auctioneers* may in their absolute discretion refuse to offer for sale and/or exclude from the *sale premises* any animal brought to the *sale premises* by any person.

10.2 Without limiting its effect the *auctioneers* may exercise their rights under Condition 10.1 in relation to:

(a) any animal which shows any signs of disease, deformity or of being dangerous;

(b) any animal which is over-full or excessively dirty;

(c) any bull aged 8 months or more which is not effectively ringed and haltered unless it is a young bull reared to be sold for bull beef which satisfies applicable safety precautions.

10.3 Any decision of the *auctioneers* under Condition 10.1 shall be final and binding on all parties and the *auctioneers* shall not be liable in any way to any person for any act reasonably done by them in the exercise of their rights under Condition 10.1, or for any consequences resulting from any such act.

10.4 If any person brings to the *sale premises* any animal which he could reasonably have known to be dangerous, or any animal the exposure of which in any market, fairground or sale yard is for the time being forbidden by law, he shall be liable for all injury, damages, costs, losses or expenses which the *auctioneers* or any other person may sustain or incur, either directly or indirectly, as a result of such act.

11 Reserve prices, order of sale and bidding

11.1 The *auctioneers* reserve on behalf of themselves and the *vendor* the following rights:

(a) to fix a reserve price;

(b) to bid on behalf of the *vendor* up to the value of the reserve;

(c) to re-arrange, consolidate or withdraw any lots or to vary the order of the sale; and

(d) without giving any reason, to refuse to accept the bids of any person.

11.2 A *vendor* who wishes to fix a reserve price on any lot owned by him shall so notify the *auctioneers* in writing before the sale of that lot begins, failing which the *auctioneers* may sell the lot to the highest bidder.

11.3 The *auctioneers* may refuse to accept bids from a *vendor* for a lot owned by him and a *vendor* shall not bid for a lot owned by him by any agent other than the *auctioneers.*

11.4 No person may advance on the previous bid less than the sum named from time to time by the *auctioneers*.

11.5 No bid may be retracted.

11.6 The person making the highest accepted bid shall be the *purchaser.*

11.7 If a dispute arises as to any bidding, then, at the discretion of the *auctioneers*, either:

(a) the relevant lot shall immediately be put up again; or

(b) the *auctioneers* shall determine the dispute, and their decision shall be final and binding on all parties.

12 Weighbridges

12.1 The *auctioneers* shall ensure that any weighbridge used in the sale weighs accurately throughout the sale.

13 Removal of stock

13.1 The *purchaser* shall remove his lots at his own expense within such reasonable time after the *end of the day's sale* as the *auctioneers* may direct but only after the **auctioneers** have issued a written pass.

14 Terms of business

14.1 The *auctioneers* shall ensure that their trading terms are clearly communicated to *vendors* and that they include:

(a) an obligation on the *auctioneers* to pay to the *vendor* within an agreed time the proceeds (less agreed charges) for animals sold; and

(b) full details of the rates of commission charged by the *auctioneers.*

14.2 If the *auctioneers* charge a buyer's premium this must be clearly communicated to all prospective purchasers before the sale begins.

15 Statutory levy schemes

15.1 The *auctioneers* shall notify *vendors* and *purchasers* of any statutory levy schemes which are in force at the time of sale and shall clearly designate prior to the start of the auction sale the section of the sale to which any levy scheme applies. In the case of levy schemes applying to animals designated as slaughter animals and where the auctioneers have designated a slaughter section of the auction sale

(a) the *vendor* accepts a liability to be debited with the amount of any such sum recoverable by the *purchaser* in respect of all of the animals in that section.

(b) the *purchaser* accepts that the sum which he may recover from the *auctioneers* will be credited to him only for animals sold in the designated section of the sale, even though animals within other sections of the auction sale may, following their purchase at auction, be sent for immediate slaughter.

15.2 For the purposes of Condition 15.1 the *auctioneers'* decision regarding the designation of animals as slaughter animals or non-slaughter animals shall be final and binding on all parties.

16 Liability of vendors and purchasers for documentation

16.1 Where under any enactment an animal must be accompanied by any documentation then:

(a) the *vendor* shall be responsible for delivering to the *auctioneers* all relevant documents and shall indemnify the *auctioneers* against any claim by the *purchaser* resulting from false or incorrectly completed documents or from the *vendor's* non-delivery to the *auctioneers* of any such documentation; and

(b) the *purchaser* shall be responsible for obtaining from the *auctioneers* or the *vendor,* as the case may be, all documentation to which he is entitled and shall indemnify the *auctioneers* against any claim from any person resulting from the *purchaser's* failure to do so.

16.2 If the *purchaser* believes that any documentation is false or incorrectly completed he shall notify the *auctioneers* by telephone (confirmed by notice in writing posted first class to the *auctioneers* and supported by a *veterinary surgeon's certificate* or similar officially authorised certificate) before the end of normal business hours on the second day after the day of sale.

16.3 Where any *enactment* requires the *auctioneers* to give information to an approved organisation, such as Defra or its agents, the *auctioneers* may use any documentation or other information in their possession to supply any information required.

PART III - GENERAL CONDITIONS AFFECTING VENDOR AND PURCHASER

17 Disclosure of owner's name: sale for disclosed principal

17.1 Each lot shall be entered for sale in its owner's name and if required the owner's name as given to the *auctioneers* shall be declared by them, when the lot is put up for sale.

17.2 Whether or not a *purchaser* requires disclosure of the owner's name the *auctioneers* shall for all purposes be deemed to sell as agents for a disclosed principal.

18 Warranty of title

18.1 All lots are accepted for sale by the *auctioneers* on condition that the *vendor* warrants his right to sell the same. The *vendor* shall indemnify the *auctioneers* and the *purchaser* against all actions, proceedings, claims, demands, costs, charges and expenses which they may sustain or incur by reason of any defect in the *vendor's* title.

19 Principal and agent: joint and several liability: bids by agents

19.1 Where animals are offered for sale by a person in his own name but he is in fact acting as an agent he shall, if so required by the *auctioneers*, be bound to disclose the name and address of his principal and in such a case both the principal and the agent shall be jointly and severally liable under the contract and any steps authorised by these Conditions or by the general law may be taken against either or both of them.

19.2 Any person intending to bid for any animal as an agent shall so inform the *auctioneers* before the sale of such animal begins and shall, if required by the *auctioneers*, disclose the name and address of his principal.

19.3 Subject to Condition 19.4, in all cases where a person whose bid is accepted is in fact acting as an agent, whether or not he has disclosed that fact, he and his principal shall be deemed to be and shall remain jointly and severally liable on the contract and:

(a) any steps or proceedings authorised by these Conditions or the general law may be taken or commenced against either or both of them; and

(b) no steps taken or proceedings commenced against the principal or the agent shall be deemed to operate as an election discharging the other from liability unless such steps or proceedings result in a final satisfied judgement.

19.4 Condition 19.3 shall not apply if before the commencement of the sale the person acting as an agent informs the *auctioneers* that he intends to contract as a principal, in which case he will be deemed to be solely liable on the contract.

20 Name or purchaser: payment of purchase money: transfer of title

20.1 The *purchaser* shall give his name and address to the *auctioneers* when required.

20.2 The *purchaser* shall pay the purchase money for each lot to the *auctioneers* as soon after the fall of the hammer as the *auctioneers* may require. Any time allowed for payment in respect of any purchase shall not be construed as a waiver of the right to require earlier payment on any subsequent purchase.

20.3 The *purchaser* shall not make any set-off or other plea for non-payment of the purchase money and shall be liable to the *auctioneers* for any unpaid purchase money whether or not the lot bought has been delivered.

20.4 If the *purchaser* fails to pay for any lot when required by the *auctioneer* and he is not entitled to return the lot under any of these Conditions, the *auctioneers* may, by notice in writing to the *purchaser*, rescind the contract of sale to him whereupon the lot shall be deemed to be resold to and become the property of the *auctioneers* who shall be responsible to the *vendor* for the amount for which the lot was sold to the *purchaser* less the applicable charges.

20.5 Even though risk in the animal in any lot may have passed to the *purchaser*, title to the animal in any lot will remain with the *vendor* until the *purchaser* has paid the purchase money for that lot in full and in the case of uncleared funds the sum has cleared in the *auctioneers'* bank account. Until title has passed to the *purchaser* under this condition the *vendor* may recover possession of the animal from the *purchaser* and the *vendor* or the *auctioneers* may enter upon the *purchaser's* premises (or such other premises where the animal is held) in order to do so.

20.6 If the *auctioneers* account to the *vendor* for the purchase money for a lot (less the applicable charges) before the *purchaser* has made payment in full to the *auctioneers* then the *auctioneers* shall be entitled to any rights in the animals in that lot which the *vendor* may have under Condition 20.5.

21 Sales of animals by a purchaser

21.1 If, before an animal is removed from the *sale premises*, the *purchaser* of that animal sells it to some other person and notifies the *auctioneers* of the name and address of that person then that person shall be treated as the *purchaser* of that animal and shall be entitled to all the rights, and subject to all the obligations, of the original *purchaser* under these Conditions but this will not affect the right of the *vendor*, or of the *auctioneers* as agents for the *vendor*, to hold the original *purchaser* liable if that person fails to fulfil any of those obligations.

22 Responsibility for stock before and after sale

22.1 All animals are at the risk of the *vendor* before sale and at the risk of the *purchaser* after sale.

22.2 The *auctioneers* shall take reasonable care when moving the animals to and from the sale ring.

22.3 If the *auctioneers* expressly agree to take charge of any lot after the sale or to forward it to its destination they shall be liable for any failure to fulfil this obligation which is due to their or their servants' negligence, but otherwise, save as provided by Condition 22.2, the *auctioneers* shall have no liability or obligation for the safe custody of any lot after the sale.

23 Default

23.1 If a *purchaser* fails to perform any of his obligations under the Conditions in this Part III, the *auctioneers* may cause the lot in respect of which the failure is made to be resold by public or private sale without warranty or reserve and without notice to the *purchaser.*

23.2 If on such re-sale a lower price is obtained for the lot than was obtained on the first sale, the *purchaser* shall be liable to the *auctioneers* for the difference in price together with all associated re-sale costs and expenses.

24 Unsoundness

24.1 *Vendor's warranty*

Unless stated to the contrary in the catalogue or at the time of sale, subject to Condition 25 and any specific exclusions detailed below, animals sold are warranted by the *vendor* as follows:

(a) *Store, dairy and beef breeding cattle*

Each animal (excluding calves except as warranted in Condition 38.1), is warranted to be free from any *unsoundness.* This warranty is:

(i) in respect of eyes, teeth, legs and feet or any visible defect, an *after-sale warranty;* and

(ii) in all other respects except in the case of clinical Johne's disease, (see Condition 24.1 (ii)) and except as warranted in Conditions 34 to 37 inclusive and Conditions 39 to 51 inclusive a *5 + 5 day warranty.*

(iii) in the case of clinical Johne's disease a *30 + 5 day warranty*

(b) *Cattle sold for slaughter*

Each animal is warranted to be free from any visible injury, visible physical defect or external malformation. This warranty is an *after-sale warranty*.

(c) *Sheep*

Each animal is warranted to be free from any *unsoundness*, except that this warranty shall not apply to feet, for which the *vendor* gives no warranty, or to mouth or udder except in the case of female sheep described as correct under Condition 54.1. This warranty is an *after-sale warranty*.

(d) *Pigs*

Each animal is warranted to be free from any *unsoundness*. This warranty is an *after-sale warranty*.

24.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66. Notice of a claim under the warranty in Condition 24.1(a)(ii) must be supported by a *veterinary surgeon's certificate*.

25 Exclusions and exceptions to the warranty of soundness

25.1 If an animal is sold "as it stands" it is sold without any warranty except as to title. Each of the following is deemed to be sold "as it stands" without the need for any statement by the *auctioneers* either in the catalogue or at the time of sale:

(a) any stock bull, calved cow or calved heifer, or any cow or heifer in calf which realises less than the amount in paragraph (a) of the Appendix;

(b) any calf, or any bovine animal not included in paragraph (a) above, which realises less than the amount in paragraph (b) of the Appendix;

(c) any cull stock sold for slaughter except as warranted in Conditions 18, 26.1, and 31.3;

(d) any sheep which realises less than the applicable amount in paragraph (c) of the Appendix.

26 Effects of medication

26.1 *Vendor's warranty*

The *vendor* warrants that, unless stated to the contrary in the catalogue or at the time of sale, any animal sold which has been treated with any medicine has completed the withdrawal period for that medicine recommended by its manufacturer. This is a *5+5 day warranty*.

26.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66. Notice of a claim must be supported by a *veterinary surgeon's certificate.*

27 Animals found to be imported

27.1 *Vendor's warranty*

The *vendor* warrants that lots described in the catalogue or at the time of sale as home bred are not and do not contain *imported* animals. This warranty is an *after-sale warranty.*

27.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66 either in respect of the *imported* animal only or in respect of all of the animals in the lot.

28 Contact with non-accredited stock

28.1 If the *purchaser* of any animal which for the purpose of maintaining its health status is segregated from other animals on the *sale premises*, allows it to come into contact with other animals, either on the *sale premises* or elsewhere or otherwise, allows it to lose its Health Status accreditation, any right which the *purchaser* would otherwise have under these conditions to return the animals to the *vendor* shall be lost.

29 Pedigree stock

29.1 These Conditions shall apply to the sale of any pedigree stock save in so far as they conflict with any special conditions expressly stated by the *auctioneers* in the catalogue or at the time of sale as applying to that sale.

PART IV - ANIMALS SOLD FOR SLAUGHTER

30 Description of animals sold for slaughter

30.1 Unless stated to the contrary in the Catalogue or at the time of sale any animal described as 'fat', 'finished' or 'prime' or which is within a designated slaughter section of the sale, is being offered for slaughter

31 Warranties under the Food Safety Act 1990

31.1 In this Condition 31 a number of words and expressions have special meanings. Where one of these words or expressions is used it is printed in bold italics and its special meaning is given below:

"*the Act*" means the Food Safety Act 1990;

"*agreed damages*" means the aggregate of:

(i) the purchase price at auction of the *defective livestock*, less any proceeds of disposal of elements of the carcase approved for human consumption;

(ii) the reasonable costs of transporting, feeding and housing *defective livestock* between the day of the sale and the date of disposal by the *purchaser.*

(iii) the reasonable costs of transporting, feeding and housing, and (if appropriate) slaughtering, *defective livestock* between the day of sale and the date of disposal by the *purchaser*.

(iv) the reasonable fees of the *veterinary surgeon* and other reasonable costs of investigating liability:

"the day of the sale" means the date on which the livestock is sold at auction;

"defective livestock" means any livestock not complying with the warranty in Condition 31.3;

"livestock not intended for human consumption" means any livestock declared "not intended for human consumption" by written notice displayed by the *auctioneers* at the *sale premises* or announced by the *auctioneers* at the time of sale;

"livestock sold for slaughter" means any livestock declared "sold for slaughter" by written notice displayed by the *auctioneers* at the *sale premises* or announced by the *auctioneers* at the time of sale.

31.2 For the purposes of Condition 31.3 *livestock sold for slaughter* shall be deemed to be slaughtered on *the day of the sale* and when applying *the Act*, "food" shall be interpreted to include *livestock sold for slaughter* as if the same had been slaughtered on *the day of the sale*.

31.3 (i) *Vendor's warranty*

The *vendor* warrants that any *livestock sold for slaughter* (unless it is *livestock not intended for human consumption)* complies with all the food safety requirements set out in section 8(2) of *the Act* and any other applicable *enactment*. This warranty is *a 15 day warranty*.

(ii) *Purchaser's rights*

If the *purchaser* proves a breach of warranty then the *vendor* shall pay the *purchaser* agreed damages as calculated by the *auctioneers* whose decision shall be final and binding on the parties. Notice of a claim must be supported by a *veterinary surgeon's certificate* or by the certificate of a competent authority or qualified person:

(a) confirming that in his opinion the livestock the subject of the claim was at the time of sale *defective livestock* and that the same was slaughtered within 5 days of *the day of the sale*;

(b) identifying the *defective livestock* by ear tag and auction lot number or other means;

(c) detailing the *agreed damages* claimed supported by documentation identifying the *defective livestock* as the subject of any expenses (any such documentation shall be returned to the *purchaser* by the *auctioneers* within *14 days* of its submission).

32 Warranty on animals sold for slaughter

32.1 Unless stated to the contrary in the catalogue or at the time of sale, subject to any specific exclusions detailed below, animals sold for slaughter are warranted by the vendor as follows:

(a) **Heifers**

(i) *Vendor's warranty*

Each *heifer* is warranted not be *in calf* at the time of sale

(ii) *Purchaser's rights*

If the *purchaser* proves a breach of warranty:

(i) in respect of a *calf* weighing at the time of slaughter 9 kg or less the *purchaser* shall not be entitled to any compensation or damages.

(ii) in respect of a *calf* weighing at the time of slaughter more than 9 kg the *vendor* shall pay to the *purchaser* as *liquidated damages* a sum equal to one-and-a-half times the value of the *calf* alone, calculated as a proportionate part of the value of the *heifer* ascertained from its purchase price per live kg at the sale.

Notice in writing of the *purchaser's* claim must be given to the *auctioneers* within 48 hours after the slaughter of the *heifer* supported by a *veterinary surgeon's certificate* or a slaughter-house manager's or other competent person's certificate confirming the identity number of the *heifer,* the date of slaughter and the weight of the *calf* at that date.

(b) **Sheep**

(i) *Vendor's warranty*

Each female sheep is warranted not to be *in lamb* at the time of sale. This warranty is *a 5 day warranty*.

(ii) *Purchaser's rights*

If the *purchaser* proves a breach of warranty the *vendor* shall pay to the *purchaser* as *liquidated damages* a sum equal to 25 per cent of the purchase price.

Notice of a claim must be supported by a *veterinary surgeon's certificate* or a slaughter-house manager's or other competent person's certificate confirming the sheep to have been *in lamb* for a period of at least 12 weeks on the day of sale.

33 Sale by weight

33.1 Animals offered for sale by weight are sold and must be paid for in accordance with the weights declared by the *auctioneers* at the time of sale. Any dispute regarding the weight of any animal shall be determined by the *auctioneers* who may, in their sole discretion, reweigh any animal.

PART V - STORE CATTLE

34 Heifers proving in calf

34.1 *Vendor's warranty*

The *vendor* warrants that a *heifer* which is not described as having been running with the bull, or as having been served, or as being *in calf*, or as a *springer*, is not *in calf* at the time of sale. This warranty is *a 6 month +5 day warranty*.

34.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty then, at the *purchaser's* option, either:

(a) he may exercise his rights under Condition 66, or

(b) the *vendor* shall pay to the *purchaser* a sum not exceeding any monetary loss, if any, actually sustained by the *purchaser* and assessed as fair and reasonable in the circumstances.

35 Bunch of animals sold as heifers: inclusion of animal which has had a calf

35.1 *Vendor's warranty*

The *vendor* warrants that a bunch of animals sold as *heifers* does not include an animal which has had a *calf*. This warranty is an *after-sale warranty*.

35.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66 either in respect of the individual animal which has had a *calf* only or in respect of the whole bunch of animals in the lot.

36 Bunch of animals sold as steers; inclusion of animal which is not a steer

36.1 *Vendor's warranty*

The *vendor* warrants that a bunch of animals sold as steers does not include an animal which is not a steer.

This warranty is an *after-sale warranty*.

36.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66 either in respect of the individual animal which is not a steer, or in respect of the whole bunch of animals in the lot.

37 Castrated cattle

37.1 *Vendor's warranty*

The *vendor* warrants that, unless stated to the contrary in the catalogue or at the time of sale, any male cattle not expressly sold as bulls:

(a) have been castrated; and

(b) have not been imperfectly castrated.

The warranty in Condition 37.1(a) is an *after-sale warranty* and the warranty in Condition 37.1(b) is *a 14+5 day warranty*.

37.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66.

PART VI - CALVES (other than those sold in a declared breeding sale)

38 Calves

38.1 *Vendor's warranty*

The *vendor* warrants that any *calf* sold for the amount in paragraph (d) of the Appendix or more is free from any *unsoundness* which can be detected by external examination. This warranty is an *after-sale warranty*.

38.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66.

PART VII - DAIRY AND BEEF BREEDING CATTLE

39 Maiden heifers stated to be sold for breeding purposes and dairy heifers sold as carrying their first calves

39.1(i) *Vendor's warranty*

The *vendor* warrants a *maiden heifer* stated in the catalogue or at the time of sale to be sold for breeding purposes to be free from any malformation which would render the animal incapable of breeding. The warranty is a *5 day warranty* if the malformation is patent, or *a 6 month +5 day warranty* if the malformation is latent.

(ii) *Purchaser's rights*

If the *purchaser* proves a breach of warranty the *purchaser* may return the animal to the *vendor.* Notice of a claim must be supported by a *veterinary surgeon's certificate.*

39.2(i) *Vendor's warranty*

The *vendor* warrants a *dairy heifer* stated in the catalogue or at the time of sale as carrying her first calf to have four correct teats. This warranty is an *after-sale warranty.*

(ii) *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66.

40 Dairy heifers sold as carrying their second calves

40.1 *Vendor's warranty*

The *vendor* warrants a *dairy cow* sold as being *in calf* or a *dairy heifer* sold as carrying her second *calf:*

(a) to be correct in the udder and teats;

(b) not to be infected with *clinical* mastitis; and

(c) not to suck any other animal

Each of the warranties in Conditions 40.1 (a) and 40.1 (b) is an *after-sale warranty* and the warranty in Condition 40.1 (c) is *a 5 + 5 day warranty*.

40.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66.

41 Dairy cows sold as being warranted as in calf

41.1 *Vendor's warranty*

The *vendor* warrants a *dairy cow* sold as being *due to calve*

(a) to be correct in the udder and teats;

(b) not be infected with *clinical* mastitis;

(c) not to suck any other animal

(d) not to suck herself; and

(e) to be *quiet to milk*

Each of the warranties in Conditions 41.1 (a) and 41.1 (b), is an *after-sale warranty* and each of the warranties in Conditions 41.1 (c), 41.1 (d) and 41.1 (e) is *a 5 day warranty.*

41.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66.

42 Dairy cows and dairy heifers sold as being in milk

42.1 *Vendor's warranty*

The *vendor* warrants a *dairy cow* or *dairy heifer* sold as being in milk:

(a) to be correct in the udder and teats;

(b) not to be infected with *clinical* mastitis;

(c) not to suck any other animal;

(d) not to suck herself; and

(e) to be *quiet to milk*

Each of the warranties in Conditions 42.1 (a), and 42.1 (b) is an *after-sale warranty* and each of the warranties in Conditions 42.1 (c), 42.1 (d) and 42.1 (e) is *a 5 + 5 day warranty.*

42.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66.

43 Cows sold as new-milched or newly-calved

43.1 *Vendor's warranty*

The *vendor* warrants that all calved cows or *heifers* sold as new-milched or newly-calved have calved within 14 days before the day of sale and to their correct time. This warranty is *a 5 day warranty*.

43.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty then at the *purchaser's* option either he may exercise his rights under Condition 66 or the *vendor* shall pay to the *purchaser* as *liquidated damages* a sum equal to 50 per cent of the purchase price.

44 Cleansing

44.1 *Vendor's warranty*

The *vendor* warrants that all newly calved cows and *heifers* have cleansed satisfactorily before the sale. This warranty is *a 5 day warranty*.

44.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66. Notice of a claim must be supported by a *veterinary surgeon's certificate.*

45 Symptoms of abortion

45.1 If any cow or *heifer* shows symptoms of aborting before the animal is removed from the *sale premises*, the *purchaser* may refuse to *take delivery* of the animal or, if he has already taken delivery, may return the animal to the *vendor.*

46 Calving dates

46.1 *Vendor's warranty*

The *vendor* warrants that any cow or *heifer* described in the catalogue or at the time of sale as *due to calve* at a specific time (the *"due date"*), will calve a fully developed *calf* within 21 days of the *due date*.

46.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty:

(a) if the animal aborts on or about the *due date* and within 5 days of the date when it aborts the *purchaser* gives written notice to the *auctioneers* supported by a *veterinary surgeon's certificate* then, at the option of the *purchaser,* either the *purchaser* may return the animal to the *vendor,* or the *vendor* shall pay to the *purchaser* as *liquidated damages* a sum equal to 25 per cent of the purchase price; or

(b) if the animal calves, otherwise than prematurely, more than 21 days before the *due date* and the calving takes place during the period between and including 1st May and 30th September then the *purchaser* shall not be entitled to return the animal to the *vendor* but if within 5 days after the calving the *purchaser* gives written notice to the *auctioneers* of the date upon which the calving took place, supported by a *veterinary surgeon's certificate* confirming the date of *calving* and that the *calf* is a normal full term *calf*, the *vendor* shall pay to the *purchaser* as *liquidated damages* the amount in paragraph (e) of the Appendix per day for the period between the fourteenth day before the *due date* and the actual day of calving; or

(c) if the animal does not calve until more than 21 days after the *due date* then the *purchaser* shall not be entitled to return the animal to the *vendor* but if within 24 days after the *due date* the *purchaser* gives written notice to the *auctioneers* of the date on which such calving took place, supported by a *veterinary surgeon's certificate* confirming the date of calving and that the *calf* is a normal full term *calf,* the *vendor* shall pay to the *purchaser* as *liquidated damages* the amount in paragraph (f) of the Appendix per day for the period between the fourteenth day after the *due date* and the actual day of calving; or

(d) if the animal has not calved within 42 days after the *due date* then the *purchaser* shall not be entitled to return the animal to the *vendor* but if within 47 days after the *due date* the *purchaser* gives written notice to the *auctioneers* supported by a *veterinary surgeon's certificate* confirming that the animal is carrying a mummified calf, then the *vendor* shall pay to the *purchaser* as *liquidated damages* the amount in paragraph (g) of the Appendix.

47 Cows and heifers sold as springers

47.1 *Vendor's warranty*

The *vendor* warrants that a cow or *heifer* described in the catalogue or at the time of sale as a *springer* or as *springing to calve*, will calve a fully developed *calf* within 21 days after the day of sale.

47.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty:

(a) if the animal calves a prematurely born *calf* within 21 days of the day of sale and within 5 days after the date of such premature calving the *purchaser* gives written notice to the *auctioneers*, supported by a *veterinary surgeon's certificate* confirming the premature calving and its date, then, at the option of the *purchaser*, either the *purchaser* may return the animal to the *vendor*, or the *vendor* shall pay to the *purchaser* as *liquidated damages* a sum equal to 25 per cent of the purchase price; or

(b) if the animal does not calve until more than 21 days after the day of sale, whether the *calf* shall be prematurely born or not, then the *purchaser* shall not be entitled to return the animal to the *vendor* but if within 5 days after the date of calving the *purchaser* give written notice to the *auctioneers* of the date on which such calving took place, supported by a *veterinary surgeon's certificate* confirming the date of *calving* and that the *calf* is a normal *calf*, the *vendor* shall pay to the *purchaser* as *liquidated damages* the amount in paragraph (f) of the Appendix per day for the period between the twenty-first day after the day of sale and the actual day of calving; or

(c) if the animal has not calved within 42 days after the day of sale then the *purchaser* shall not be entitled to return the animal to the *vendor* but if within 47 days after the day of sale the *purchaser* gives written notice to the *auctioneers* supported by a *veterinary surgeon's certificate* confirming that the animal is carrying a mummified *calf,* then the *vendor* shall pay to the *purchaser* as *liquidated damages* the amount in paragraph (h) of the Appendix.

48 Animals sold as In Calf but proving barren

48.1 *Vendor's warranty*

a) The *vendor* warrants that any cow or heifer sold as being *in calf* is *in calf* at the time of sale. This warranty is *a 38 + 5 day warranty.*

(b) Where a cow or heifer is sold as 'having run with a bull' no warranty as to the animal being *in calf* at the time of sale is given.

48.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66. Notice of a claim must be supported by a *veterinary surgeon's certificate.*

49 Suckler cows

49.1 *Vendor's warranty*

The *vendor* warrants that any cow or *heifer* described in the catalogue or at the time of sale as suckling a *calf:*

(a) suckles that *calf* in a natural manner; and

(b) unless stated to the contrary in the catalogue or at the time of sale:

(i) is not infected with *clinical* mastitis;

(ii) does not suck any other animal; and

(iii) does not suck herself

The warranty in Condition 49.1 (b) 9(i) is an *after-sale warranty*, the warranty in Condition 49.1 (a) is *a 5 day warranty* and each of the warranties in Conditions 49.1 (b) (ii) and 49.1 (b) (iii) is *a 5 + 5 day warranty*.

49.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66. Notice of a claim must be supported by a *veterinary surgeon's certificate.*

50 Milking-out of cows before and after sale

50.1 All cows in milk shall be milked out not earlier than the evening before the day of sale and no cow shall be offered for sale by the *vendor* in an over-stocked condition.

50.2 No cow in milk shall be removed from the *sale premises* until her udder has been sufficiently eased to avoid over-stocking.

50.3 Unless the owner wishes to milk a cow himself or by his agent any cow on the *sale premises* shall be milked only by a competent person approved by the *auctioneers* in which case the milk shall belong to the *auctioneers*.

51 Embryo transfer and Caesarean operation

51.1 *Vendor's warranty*

The *vendor* warrants that, unless otherwise stated in the catalogue or at the time of sale, no dairy or beef animal has been subjected to the technique of embryo transfer or Caesarean operation. This warranty is *a 6 months + 5 day warranty.*

51.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66.

PART VIII - STOCK BULLS

52 Stock bulls

52.1 *Vendor's warranty*

The *vendor* warrants that any bull 10 months old or over sold as a stock bull is capable of and effective at natural service. This warranty is *a 16 week warranty*.

52.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty then the *purchaser* may return the bull to the *vendor* who shall, at the *purchaser's* option, either replace the bull with another bull of equal value which is capable of and effective at natural service, or refund the purchase price together with such other costs and charges as the *purchaser* may be entitled to under these Conditions. Notice of a claim must be supported by a *veterinary surgeon's certificate* confirming that:

(a) the bull's incapacity or ineffectiveness is not the result of injury, accident or illness happening after the time of the sale; and

(b) the *purchaser's* breeding stock are not responsible for the bull's incapacity or ineffectiveness.

PART IX - SHEEP

53 Female sheep not described as in lamb

53.1 *Vendor's warranty*

The *vendor* warrants that a female sheep not described in the catalogue or at the time of sale as *in lamb* is not *in lamb* at the time of sale. This warranty is *a 14 week +5 day warranty.*

53.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty then, at the *purchaser's* option, either the *purchaser* may exercise his rights under Condition 66, or the *vendor* shall pay to the *purchaser* as *liquidated damages* a sum equal to the amount in paragraph (i) of the Appendix. Notice of a claim must be supported by a *veterinary surgeon's certificate* or a slaughter-house manager's or other competent person's certificate confirming that the sheep was *in lamb*.

54 Female sheep described as correct

54.1 *Vendor's warranty*

The *vendor* warrants that all female sheep described in the catalogue or at the time of sale as correct are sound in mouth and udder, that is they are not lacking any of the 8 broad teeth and do not have any damaged or worn teeth or a defective udder. This warranty is *a 5 day warranty*.

54.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty then, at the *purchaser's* option, either the *purchaser* may exercise his rights under Condition 66, or the *vendor* shall pay to the *purchaser* as *liquidated damages* a sum equal to the amount in paragraph (i) of the Appendix. Notice of a claim must be supported by a *veterinary surgeon's certificate.*

55 Female sheep proving barren

55.1 *Vendor's warranty*

The *vendor* warrants that any female sheep sold as being *in lamb* is *in lamb* at the time of sale. This warranty is *a 21 day warranty*.

55.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66. Notice of a claim must be supported by a *veterinary surgeon's certificate.*

56 Ewes with lambs at foot

56.1 *Vendor's warranty*

The *vendor* warrants that, unless stated to the contrary in the catalogue or at the time of sale, in a lot in which the ewes are described as with lamb or with lambs at foot every ewe is suckling one or more lambs, and every lamb has a mother in the lot. This warranty is *a 5 day warranty*.

56.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66 in respect of any ewe which does not have a lamb or any motherless lamb.

57 Mixing of ewe and castrated male lambs

57.1 *Vendor's warranty*

The *vendor* warrants that if the proportion of ewe lambs and castrated male lambs in a lot is stated in the catalogue or at the time of sale the proportions in the lot are as stated. This is *a 5 day warranty*.

57.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty he may exercise his rights under Condition 66 in respect of any animals which have been misdescribed.

58 Castrated sheep

58.1 *Vendor's warranty*

The *vendor* warrants that, unless stated to the contrary in the catalogue or at the time of sale, any male sheep not expressly sold as rams:

(a) have been castrated; and

(b) have not been imperfectly castrated.

The warranty in Condition 58.1 (a) is *an after-sale warranty* and the warranty in Condition 58.1 (b) is *a 14+5 day warranty*.

58.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty then, at the *purchaser's* option, either he may exercise his rights under Condition 66, or the *vendor* shall pay to the *purchaser* as *liquidated damages* a sum equal to 25 per cent of the purchase price of the animal. If other sheep had been sold together in the lot this compensation payment shall be calculated on the basis of the average price per head.

59 Stock rams

59.1 *Vendor's warranty*

The *vendor* warrants that any ram sold as a stock ram for the amount in paragraph (j) of the Appendix or more is capable of and effective at natural service. This warranty is *a 10 week warranty*.

59.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty then the *purchaser* may return the ram to the *vendor* who shall, at the *purchaser's* option, either replace the ram with another ram of equal value which is capable of and effective at natural service, or refund the purchase price together with such other costs and charges as the *purchaser* may be entitled to under these Conditions. Notice of a claim must be supported by a *veterinary surgeon's certificate* confirming that:

(a) the ram's incapacity or ineffectiveness is not the result of injury, accident or illness happening after the time of the sale; and

b) the *purchaser's* breeding stock are not responsible for the ram's incapacity or ineffectiveness.

PART X - STORE PIGS AND BREEDING PIGS

60 Barren sows and gilts

60.1 *Vendor's warranty*

The *vendor* warrants that any sow or *gilt* described in the catalogue or at the time of sale as barren, empty or free from pig is not *in pig* at the time of sale. This warranty is *a 6 week warranty*.

60.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty the *vendor* shall pay to the *purchaser* as *liquidated damages* a sum equal to 10 per cent of the purchase price. Notice of a claim must be supported by a *veterinary surgeon's certificate*.

61 Sows or gilts sold in pig

61.1 *Vendor's warranty*

The *vendor* warrants that any sow or *gilt* described in the catalogue or at the time of sale as *in pig* but without a farrowing or service date given is *in pig* at the time of sale. This warranty is *a 6 week warranty*.

No warranty is given where a sow or *gilt* is described only as having been served or as having been running with a boar.

61.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty then the *vendor* shall pay to the *purchaser* as *liquidated damages* a sum equal to 33% of the purchase price. Notice of a claim must be supported by a *veterinary surgeon's certificate*.

62 Sows or gilts with a farrowing or service date

62.1 *Vendor's warranty*

The *vendor* warrants that any sow or *gilt* described in the catalogue or at the time of sale as *due to pig* at a specified time or with its service date stated, is *in pig* at the time of sale. If the sow or *gilt* does not pig until after the *due date*, the *purchaser* shall have a claim for breach of warranty.

This warranty is *a 3 week + 5 day warranty* where the animal is described as *due to pig* at a specified time and *a 19 week + 5 day warranty* where the animal's service date is stated provided that in both cases the period of warranty is measured not from the date of sale but rather from the specified time in the case of the *3 week + 5 day warranty* and from the service date in the case of the *19 week + 5 day warranty.*

No warranty is given where a sow or *gilt* is described only as having been served or as having been running with a boar.

62.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty then the *vendor* shall pay to the *purchaser* as *liquidated damages* the amount in paragraph (k) of the Appendix for each complete week from the third week after the *due date* until the actual date of farrowing. Notice of a claim must be supported by a *veterinary surgeon's certificate* confirming the actual farrowing date.

63 Stock boars

63.1 *Vendor's warranty*

The *vendor* warrants that any boar sold as a stock boar for the amount in paragraph (j) of the Appendix or more is capable of and effective at natural service. This warranty is *a 10 week warranty*.

63.2 *Purchaser's rights*

If the *purchaser* proves a breach of warranty then the *purchaser* may return the boar to the *vendor* who shall, at the *purchaser's* option, replace the boar with another boar of equal value which is capable of and effective at natural service, or refund the purchase price of the animal together with such other costs and charges as the *purchaser* may be entitled to under these Conditions. Notice of a claim must be supported by a *veterinary surgeon's certificate* confirming that:

(a) the boar's incapacity or ineffectiveness is not the result of injury, accident or illness happening after the time of the sale; and

(b) the *purchaser's* breeding stock are not responsible for the boar's incapacity or ineffectiveness.

PART XI - WARRANTY RIGHTS AND RETURN OF STOCK

64 Failure of purchaser to comply with conditions

64.1 If the *purchaser* does not comply in every particular with the Conditons in this Part he shall be bound to keep the lot with all faults and shall have no claim for damages or otherwise against any person in respect of the sale.

64.2 The *purchaser* may not sustain any claim under these conditions unless he has paid the purchase money in full before the claim is made.

65 Faults and errors of description

65.1 Except as expressly provided in these Conditions there shall be no condition or warranty, otherwise than as to title, in regard to any lots sold and the *purchaser* shall *take delivery* of each lot with all faults, imperfections and errors of description.

66 Remedy for breach of warranty, other than the warranty of title

66.1 Except where otherwise expressly provided, the breach of any warranty in these Conditions shall give the *purchaser* a right to refuse to *take delivery* of or to return the animal in accordance with these Conditions and to recover such reasonable costs and charges as he may be entitled to under these Conditions, but shall give him no right to claim damages from the *vendor* in lieu of exercising such right of refusal or return. *Purchasers* are entitled to the remedies set out in these Conditions, but to no others.

66.2 No claim by a *purchaser* under these Conditions shall be valid unless the *purchaser* notifies the *auctioneers* in the manner and within the time prescribed.

66.3 Where under these Conditions the *purchaser* has the option of returning an animal or claiming damages then, unless within 3 days after first notifying the *auctioneers* or the *vendor* of his claim he either returns the animal to the *auctioneers* or, as the *auctioneers* may direct, to the *vendor* or gives notice in writing to the *auctioneers* and the *vendor* of his intention to return the animal and of his willingness to comply with any directions which may be given to him regarding the return of the animal, the *purchaser* shall be taken to have elected to claim damages and to have waived any right to return the animal.

66.4 Where under these Conditions the *purchaser's* sole remedy is to return the animal it shall be returned within 3 days of a request by the *auctioneers*.

67 Procedure in the cases of contested claims for breach of warranty

67.1 **No claim by a *purchaser* that an animal does not comply with any warranty, other than any *warranty of title*, shall be valid unless:**

(a) the *purchaser* notifies the *auctioneers* in the manner and within the time prescribed and provides any *veterinary surgeon's certificate* or other person's certificate or opinion required by these Conditions; and

(b) in a case where the *purchaser* claims the right to reject an animal on the ground that its physical condition constitutes a breach of warranty and the *vendor* calls for a *veterinary surgeon's certificate* the *purchaser* provides that certificate within such reasonable period as the *auctioneers* may specify.

67.2 Notwithstanding any other provision of these Conditions, where by these Conditions any *veterinary surgeon's certificate* or other person's certificate or opinion must be provided within any specified period the *auctioneers* may, either before or after the expiration of the specified period, allow such further time for the delivery of the certificate or opinion as they in their sole discretion think fit and where the certificate or opinion is provided within that further time the *purchaser's* claim shall be as effective as if the certificate or opinion had been provided within the specified period.

67.3 If the *vendor* disputes the *purchaser's* claim for breach of warranty, the claim shall be referred for decision to the *auctioneers* or to such other person as the *auctioneers* may appoint for the purpose, (in either case the *"referee"*). The *referee*, who shall act as an independent expert and not as an arbitrator, shall make such examination or trial of the animal and such inquiry of such persons as in his sole discretion he considers necessary or desirable for determining the dispute.

67.4 The decision of the *referee* on any matter referred to him, which shall include the question whether any disease is or is not, whether by reason of its temporary character or otherwise, such as to constitute a breach of warranty, and on whether any animal which is to be returned shall be returned to the premises of the *vendor* or of the *auctioneers*, shall be final and binding upon both *vendor* and *purchaser* provided that if either the *vendor* or the *purchaser* so requests in writing within 14 days after the decision the *referee* shall within 21 days after receiving such a request put his decision into writing and send a copy to each of the *vendor* and the *purchaser.*

67.5 The party against whom any decision is given shall pay all reasonable expenses incurred by the *auctioneers* in connection therewith, including the costs of any examination or inquiry and the fees of any person appointed by the *auctioneers* to give any decision or to make any examination, trial or inquiry.

68 Return of stock

68.1 Where a *purchaser* exercises his right under these Conditions to refuse to *take delivery* of any animal or to return it to the *vendor* he shall be entitled to the return of such part of the purchase money as he has paid (and need not pay any part of it which he has not paid) and to a refund of the reasonable costs and expenses incurred by him in obtaining any *veterinary surgeon's certificate* or other person's certificate or opinion which he is required to furnish under these Conditions in order to exercise his right.

68.2 Where a *purchaser* exercises his right to return an animal he shall do so at his own expense but the *vendor* shall pay to the *purchaser* the reasonable costs and charges of the transit of such animal to and from the *purchaser's* premises and, in the case of an animal which has been on the *purchaser's* premises for not less than a week, the reasonable cost of its keep.

68.3 Should the *purchaser* of any animal return it without being entitled by these Conditions to do so he shall pay the *auctioneers* and the *vendor* all costs, expenses and damages which they may respectively sustain or incur as a consequence.

68.4 If any animal is returned by the *purchaser* to the *auctioneers'* premises and neither the *purchaser* nor the *vendor* removes the animal within 3 days after written notice from the *auctioneers* to do so, the *auctioneers* may cause the animal to be re-sold by public or private sale without warranty or reserve and without further notice to the *vendor* or *purchaser*.

68.5 The moneys produced by the re-sale, after deducting the costs and charges of and attending the re-sale, a reasonable sum for the feed and care of the animal pending re-sale and any *veterinary surgeon's* charges necessarily or reasonably incurred, shall be held by the *auctioneers* on behalf of the person who proves to be entitled to them, or may be paid into court under interpleader proceedings.

68.6 If the moneys produced by the re-sale are insufficient to cover the costs and charges referred to in Condition 68.5 the *auctioneers* shall be entitled to recover the deficiency from the person who was the owner of the animal immediately before its re-sale.

68.7 If a *veterinary surgeon* certifies that any animal returned to the *auctioneers'* premises is suffering from disease or any other defect and in consequence ought to be slaughtered, the *auctioneers* may, after taking all reasonable steps to notify the *purchaser* and *vendor,* cause the animal to be slaughtered and shall be entitled to recover from the person who is the owner of the animal at the time when it is slaughtered the *veterinary surgeon's* charges and a reasonable sum for the feed and care of the animal and its slaughter.

APPENDIX

The following figures and amounts apply for the purposes of the Conditions stated as if set out in the Conditions to which they relate:

(a) Condition 25.1 (a) £200

(b) Condition 25.1 (b) £30

(c) Condition 25.1 (d) hill breed of sheep £15; sheep (other than hill breeds) £20

(d) Condition 38.1 £30

(e) Condition 46.2 (b) £1 per day

(f) Conditions 46.2 (c) and 47.2 (b) £1 per day for any day between and including 1st May and 30th September, or £2 per day for any day between and including 1st October and 30th April.

(g) Condition 46.2 (d) for an animal for which the *due date* is in the period between and including 1st April and 30th September, a sum equal to 25% of the purchase price; or for an animal for which the *due date* is in the period between and including 1st October and 31st March a sum equal to 30% of the purchase price.

(h) Condition 47.2 (c) for an animal warranted to calve in the period between and including 1st April and 30th September, a sum equal to 10% of the purchase price; or for an animal warranted to calve in the period between and including 1st October and 31st March, a sum equal to 15% of the purchase price.

(i) Condition 54.2 40% of the purchase price up to and including a purchase price of £25 per head; 50% of the purchase price for a purchase price over £25 per head up to and including a purchase price of £50 per head; and 66% of the purchase price for a purchase price over £50 per head, in each case calculated on the average purchase price per head of the pen.

(j) Conditions 59.1 and 63.1 £50

(k) Condition 62.2 £3 / each complete week up to a max. of £30

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THE CONDITIONS OF SALE SET OUT ON THIS POSTER ARE OPERATIVE IN THIS MARKET