

**CONDITIONS OF SALE**  
**FOR CATTLE, CALVES, SHEEP AND PIGS**  
**AT LIVESTOCK AUCTION MARKETS**



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

**"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 carting 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;

**"Ministry"** means the Ministry of Agriculture Fisheries and Food or, where appropriate, any other ministry or department of Her Majesty's Government;

**"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 representative 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;

**"Defra"** Means the Department for Environment Food & Rural affairs, or, where appropriate, any other department of her Majesty's Government.

## 2 Principles of interpretation

2.1 In these conditions:

1. words signifying the masculine include the feminine and vice versa;
2. words signifying the singular include the plural and vice versa;
3. references to person include a corporation;
4. references to any enactment include a reference to:

1. any enactment which that enactment has directly or indirectly replaced (whether with or without modification); and
2. that enactment as re-enacted, replaced or modified from time to time, whether before, on or after the date of these Conditions;
5. references to a Condition, Part or Appendix are to a condition, part of a condition, or the appendix to, these Conditions;
6. 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
7. 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 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 Statements 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 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 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 of 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 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 the 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:

1. either the vendor or the purchaser will book the transaction with the auctioneers and the purchase money shall be payable to the auctioneers in full; and
2. 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:

1. any animal which shows any sign of disease, deformity or of being dangerous;
2. any animal which is over-full or excessively dirty; or
3. 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 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:

1. to fix a reserve price;
2. to bid on behalf of a vendor;
3. to re-arrange, consolidate or withdraw any lots or to vary the order of sale; and
4. 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 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:

1. the relevant lot shall immediately be put up again; or
2. 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:

1. an obligation on the auctioneers to pay to the vendor within an agreed time the proceeds (less agreed charges) for animals sold; and
2. 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 may be in force at the time of sale. Unless stated to the contrary, in the case of levy schemes applying to animals designated as slaughter animals:

1. the vendor accepts liability to be debited with the amount of any sum recoverable from the auctioneers by the purchaser for animals designated as slaughter animals by the auctioneers at the time of sale; and
2. the purchaser accepts that the sum which he may recover from the auctioneers will be credited to him only for animals designated as slaughter animals by the auctioneers at the time of sale, even though animals may, following their purchase at auction, be sent to slaughter.

15.2 For the purpose 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:

1. 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
2. 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 official authorised certificate) before the end of normal business hours on the second day after the day of the sale.

16.3 Where any enactment requires the auctioneers to give information to an approved organisation, such as the Ministry 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 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 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:

1. any steps or proceedings authorised by these Conditions or the general law may be taken or commenced against either or both of them; and
2. 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 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 of 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 effect the right of the vendor, or of the auctioneers as agents of 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 the 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 Part III, the auctioneers may cause the lot in respect of which the failure is made to be re-sold 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 will 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:

1. 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:
  1. in respect of eyes, teeth, legs and feet or any visible defect, an after-sale warranty; and

2. in all other respects, (except as warranted in Conditions 34 to 37, inclusive and 39 to 51 inclusive), a 5+5 day warranty.
3. in the case of clinical Johne's disease a 30 day + 5 day warranty

2. 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.
3. 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.
4. Pigs, each animal is warranted to be free from any unsoundness. This warranty is an after-sale warranty.

#### 24.2 Purchaser's right

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:

1. 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;
2. any calf, or any bovine animal not included in paragraph (a) above, which realises less than the amount in paragraph (b) of the Appendix;
3. any cull stock sold for slaughter except as warranted in Conditions 18, 26.1, and 30.3;
4. 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 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 the health status of that animal, is separated from other animals on the sale premises allows it to come in contact with other animals on the sale premises or elsewhere or otherwise allows it to lose its status, any right which the purchaser would otherwise have under these Conditions to return the animal 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, which will then prevail.

## 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" is being offered for sale 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:

1. (i) the purchase price at auction of the defective livestock, less any proceeds of disposal of elements of the carcass approved for human consumption;
2. (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;
3. (iii) the reasonable costs (if any) of disposing of the defective livestock; and
4. (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 31.1;

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

#### 31.3 (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:

1. 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;
2. identifying the defective livestock by ear tag and auction lot number or other means;

3. 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:

1. Heifers
  1. Vendor's warranty  
Each heifer is warranted not to be in calf at the time of sale.
  2. Purchaser's rights  
If the purchaser proves a breach of warranty:
    1. 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.
    3. in respect of a calf weighing at the time of slaughter more than 9 kg the vendor shall pay 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 of the heifer, the date of slaughter and the weight of the calf on that date.

2. Sheep
  1. 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.
  2. Purchaser's rights  
If the purchase 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. Unless stated to the contrary in the catalogue or at the time of sale the weights for cattle declared by the auctioneers will be rounded down to the nearest 5 kg. 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 a 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 breach of warranty then, at the purchaser's option, either:

1. he may exercise his rights under Condition 66; or
2. the vendor shall pay 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 the 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 animals**

#### 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:

1. have been castrated; and
2. 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 breach of warranty he may exercise his rights under Condition 66.

## **Part VI – Calves**

### **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 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. This warranty is a 5 day warranty if the malformation is patent, or a 6 month + 5 day warranty if the malformation is latent.

#### 39.1 (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 any 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.

#### 39.2 (ii) Purchaser's rights

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

### **40 Dairy cows sold as being in calf and dairy heifers sold as carrying their second calf**

#### 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:

1. to be correct in the udder and teats;
2. not to be infected with clinical mastitis; and
3. 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 due to calve not more than 14 days after the day of sale**

#### 41.1 Vendor's warranty

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

1. to be correct in the udder and teats;
2. not be infected with clinical mastitis;
3. not to suck any other animal;
4. not to suck herself; and

5. 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 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:

1. to be correct in the udder and teats;
2. not be infected with clinical mastitis;
3. not to suck any other animal;
4. not to suck herself; and
5. 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 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 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 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 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 breach of warranty

1. 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
2. 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 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
3. 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
4. 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 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:

1. if the animal calves a prematurely born calf within 21 days 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

2. 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 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 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
3. 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 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 the bull" no warranty as to the animal being in calf at the time of sale

### **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:

1. suckles that calf in a natural manner; and
2. unless stated to the contrary in the catalogue or at the time of sale:
  1. is not infected with clinical mastitis;
  2. does not suck any other animal; and
  3. does not suck herself.

The warranty in Condition 49.1 (b) (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.

### **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 an effective and natural service. This warranty is a 16 week warranty.

#### 52.2 Purchaser's rights

If the purchaser proves 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 an effective and 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:

1. the bull's incapacity or ineffectiveness is not the result of injury, accident or illness happening after the time of sale; and
2. 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 breach of warranty then, at the purchaser's option, either the purchaser he 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 a female sheep not 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 breach of warranty then, at the purchaser's option, either the purchaser he 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 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 Lambs

### 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:

1. have been castrated; and
2. 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 breach of warranty then, at the purchaser's option, either the purchaser 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 (i) of the Appendix or more is capable of an effective at natural service. This warranty is a 10 week warranty.

### 59.2 Purchaser's rights

If the purchaser proves 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 claim must be supported by a veterinary surgeon's certificate confirming that:

1. the ram's incapacity or ineffectiveness is not the result of injury, accident or illness happening after the time of sale; and
2. 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 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 as 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 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 breach of warranty the vendor shall pay to the purchaser as liquidated damages a sum equal to 33 per cent 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 breach of warranty 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 an effective at natural service. This warranty is a 10 week warranty.

### **63.2 Purchaser's rights**

If the purchaser proves breach of warranty then the purchaser may return the boar to the vendor who shall, at the purchaser's option, either replace the boar with another boar 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 claim must be supported by a veterinary surgeon's certificate confirming that:

- (c) the boar's incapacity or ineffectiveness is not the result of injury, accident or illness happening after the time of sale; and
- (d) 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 Conditions 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 make 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 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 own 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:

1. the purchaser notifies the auctioneers in the manner and within the time prescribed and provides a veterinary surgeon's certificate or other person's certificate or opinion required by these Conditions; and
2. 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 the 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 expert and not as an arbitrator, shall make such examination or trial of the animals 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 animals 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 rights under these Conditions to refuse to take delivery of any animal or 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 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 to 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 or 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 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 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:

1. Condition 25.1 (a) £200.
2. Condition 25.1 (b) £30.
3. Condition 25.1 (d) hill breed sheep £15, (other than hill breeds) £20.
4. Condition 38.1 £30.
5. Condition 46.1 (b) £1 per day.
6. Conditions 46.1 (c) £1 per day for any day between and including and 47.1 (b) 1st May and 30th September, or £2 per day for any day between and including 1st October and 30th April.
7. Condition 46.1 (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% for 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 15% of the purchase price.
8. Condition 47.1 (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.
9. Condition 54.1 40% of the purchase price up to an 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.
10. Condition 59.1 £50 and 63.1
11. (k) Condition 62.1 £3 for each complete week up to a maximum of £30