

GENERAL CONDITIONS OF SALE OF LIVESTOCK BY AUCTION

J.A. MC CLELLAND & SONS (AUCTIONEERS) LIMITED

The conditions set out below (hereinafter the "General Conditions") form the terms on which J.A.MCCLELLAND & SONS (AUCTIONEERS) LIMITED, (hereinafter "The Auctioneers") contract as Auctioneers with actual and prospective Vendors and Purchasers. The General Conditions apply to all aspects of the relationship between you and us regarding the sale, purchase or holding by us of Livestock. Any person participating in an auction or sale conducted by the Auctioneers, whether selling buying or bidding shall be deemed to have prior notification of these General Conditions and to be bound by them.

The Auctioneers generally act as agent for the Vendor in relation to the auction of Livestock. Any concluded contract of sale is made directly between the Vendor and the Purchaser. The Auctioneers rely on the Vendor for the factual information pertaining to the Livestock for sale. The Auctioneers accept no liability for mis-description, title defects or other factual discrepancy or fault in the Livestock and give no warranty of any nature whether express or implied as to the Livestock sold. For the avoidance of any doubt, after the auction concludes and where the Vendor is then paid for the Livestock sold by the Auctioneers, BEFORE the Auctioneers are paid by the Purchaser, in those circumstances the Auctioneers are the Principal and any monies subsequently received from the Purchaser for the Livestock will be placed in the Auctioneers' own bank account and for its sole use and shall not be paid into any client account for the benefit of or on trust for the Vendor. Since it is the practice of the Auctioneers to pay the Vendor **before** payment is received by the Purchaser, the Auctioneers do not maintain a separate bank account for Client's monies into which the purchase price would be paid upon receipt from the Purchaser pending payment to the Vendor.

CCTV is in operation on the Sale Premises

DEFINITIONS

In these General Conditions a number of words and expressions have special meanings.

"The Auctioneer" means the person conducting the sale or auction on behalf of the Auctioneers.

"The Auctioneers" - means J. A. McClelland & Sons (Auctioneers) Limited.

"The Auctioneer's Sale Records" the books, records and computer entries into which contemporaneous details of the particulars of the Livestock sold at auction by the Auctioneers are entered.

"Commission Rates" shall be the rates chargeable from time to time by the Auctioneers to the Vendors and the Purchasers which shall be in a document available for inspection in the Mart office at the Sale Premises

"Contract of Sale" means in the case of a Vendor the written statement prepared and issued by the Auctioneers to the Vendor following the sale by auction of the Vendor's Livestock and in the case of a Purchaser means the invoice issued to the Purchaser following the purchase of Livestock at the auction.

"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.

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

"Livestock" means living animals.

"Price" means the amount of the bid accepted by the Auctioneer for the Livestock on the fall of the hammer plus the Commission Rates payable by the Purchaser as defined above.

"Purchaser" means, in relation to any lot, the person whose bid for that lot has been accepted by the Auctioneer.

"Sale Premises" means the land and/or buildings used by the Auctioneers to conduct the sale or auction.

“Special Conditions” means conditions notified from time to time by the Auctioneers in respect of special or unusual sales of Livestock which override the terms of these General Conditions

“Vendor” means the owner and any other person, other than the Auctioneers, who offers an animal for sale.

1. The Auctioneers do not bind themselves to receive all Livestock consigned to them for sale or otherwise, or if received to expose them for sale and they do not guarantee that Livestock advertised or forwarded at sales will be sold or exposed to sale. The order of sale shall be determined by the Auctioneers, by ballot or otherwise as they deem expedient, and at their sole discretion and the Livestock to be exposed for sale will be exposed in such lots as shall be described by the Auctioneer at the time of exposure.
2. All Livestock shall be at the sole risk of the Vendor till sold, and of the Purchaser when sold, except in the case of Livestock sold by private bargain which shall be at the sole risk of the Vendor until the sale thereof has been intimated to and passed through the books of the Auctioneers, and of the Purchaser thereafter. No undertaking of the Auctioneers or their servants to take charge of any Livestock before or after sale or to forward them to their destination or elsewhere shall be held to impose upon the Auctioneers or their servants any legal obligation or to vitiate the foregoing or any other of these General Conditions. All lots are accepted for sale on condition that the Vendor has the right to sell the same. The Vendor shall indemnify the Auctioneers and the Purchaser in full against all actions proceedings costs charges and expenses which the Auctioneers or the Purchaser may sustain by reason of any defect in the Vendor’s title.
3. Warranties, descriptions or prices shall only be provable by the entries in the Auctioneers’ Sale Records which, however informal, shall be the sole and conclusive proof of any such warranties, description or prices. Except as set out in the Schedule of Warranties attached hereto, which forms part of these

General Conditions, there shall be no implied warranty regarding the condition of any Livestock sold. The Vendor (whose name will be disclosed when required) shall be solely responsible for any warranty, representation or description of Livestock exposed for sale. The procedure which must be followed by a Purchaser in the event of a breach of warranty and the remedy therefor shall be as set out in the Schedule of Warranties. Other than as set out in the Schedule of Warranties the Purchaser shall have no further cause of action against the Vendor or the Auctioneers, or any of its servants or agents.

4. A reserved price may be fixed by the Vendor for any lot, without notification to the bidders, but no Vendor shall have a claim against the Auctioneers for having sold any Livestock under such reserved price, unless he shall have given them his reserved price in writing prior to the sale, and receipt of same by the Auctioneers shall have been provided to him in writing. Should such reserved price not be offered, such a lot may be withdrawn by the Auctioneer. No Vendor shall be entitled to bid directly or indirectly for his own Livestock, and anyone found doing so shall be liable to hand over the Livestock to the highest “bona fide” bidder at the last price bid before the first illegal bid made by the Vendor, such bidder to be determined by the Auctioneer at his sole discretion.
5. No bidder shall be entitled to retract his bid without the consent of the Auctioneer, any provision in the Sale of Goods Act 1979, notwithstanding. The Auctioneer reserves full right to refuse any bid without assigning any reason therefor. Should any lot be claimed by two or more bidders, the Auctioneer may, in his sole discretion, either re-expose it for sale or determine which of the bidders is the Purchaser. Any dispute arising during the sale or afterwards in reference thereto shall be decided by the Auctioneer officiating at the time, whose decision shall be final and binding.
6. Any Purchaser objecting to the Livestock as failing to conform with the Contract of Sale, must, before removal from the Sale Premises (except when a special time is allowed as set out in the Schedule of Warranties), inform the Auctioneers of the precise ground of objection, failing which the Livestock shall be conclusively held to comply with the Contract of Sale.

7. The Livestock shall be at the Purchaser's risk as from the time of sale which shall be deemed to be the time when the hammer falls on the sale. In spite of the sale having been made, title to the Livestock sold shall not pass to the Purchaser until (1) the Price has been paid in cash or cleared cheque by the Purchaser to the Auctioneers and (2) an acknowledgement in writing of receipt of the Price or an order in writing for removal of the goods has been granted by the Auctioneers to the Purchaser, delivery notwithstanding. The Auctioneers reserve the right to refuse cheques as payment. The Auctioneers shall have no obligation whatsoever to pay the Vendor for the Livestock sold until payment in full of the Price has been made to the Auctioneers by the Purchaser. Payment of the Price shall be due by the Purchaser at the time of sale and interest shall be due on the Price as set out at Condition 13 below for any Livestock not paid for on the day of sale. The amount due to the Vendor upon a sale of the Livestock shall be the Price less the Commissions Rates, less any expenses incurred by the Auctioneers in accordance with Condition 11 below.
8. Until title in the Livestock passes to the Purchaser, the Purchaser shall hold the Livestock and each of them on a fiduciary basis as bailee for the Vendor.
9. The Auctioneers shall have full right to sue the Purchaser at their own instance, without the consent of the Vendor, to recover the cost of keep and any other expenses incurred by the Auctioneers in connection with the Livestock, and no defence whatever whether by way of set-off, counterclaim or claim for breach of warranty mis-representation or breach of contract or otherwise in such action shall be available to the Purchaser who shall have recourse only against the Vendor of the Livestock for any such counterclaim or claim for set-off. If the Auctioneers have advanced the Price or any part thereof to the Vendor after the sale but before payment by the Purchaser of the Price, the Auctioneers shall be entitled to issue proceedings in its own name against the Purchaser for the recovery of the Price and any interest thereon and shall be entitled to a full indemnity from the Vendor for all legal and other costs incurred in relation to any such proceedings. Where payment for the Livestock has been advanced by the Auctioneers to the Vendor following the Sale,

before receipt of payment of the Price from the Purchaser, the sale proceeds thereafter received from the Purchaser will not be paid into a client bank account and consequently the RICS Client Money Protection Scheme will not apply to protect the Vendor.

10. Until such time as title to the Livestock passes from the Vendor to the Purchaser the Purchaser and his servants and agents shall upon request deliver up the Livestock to the Auctioneers. If the Purchaser fails to do so the Auctioneers may enter upon any premises owned occupied or controlled by the Purchaser or any receiver or administrator of the Purchaser's business where the Livestock are situated and repossess the Livestock.
11. The Purchaser shall not pledge or in any way charge by way of security for any indebtedness any of the Livestock which are the property of the Vendor. Without prejudice to the other rights of the Vendor, if the Purchaser does so, all sums whatever owing by the Purchaser to the Vendor shall forthwith become due and payable.
12. The expenses of keep and treatment of Livestock left with, returned to, retained by the Auctioneers, or detained upon the premises of the Auctioneers by or in consequence of the order of any Public, Local or other Authority, shall, with all interest due thereon, form a first charge on the sale or removal of such Livestock. The Vendor shall be responsible for all such expenses until the sale of the Livestock and the Purchaser shall be responsible for such expenses from the time of sale of the Livestock.
13. The Auctioneers shall have the right of general retention or lien over all Livestock and monies of any Purchaser coming into their possession for any debt or liability (howsoever arising) of such Purchaser and shall be entitled without any process of law to sell the same by auction after three days' notice to such Purchaser and to apply the net proceeds of the sale in satisfaction of the said debt or liability.

14. Interest at the rate of 5 per cent over the Bank of England Base Rate in force from time to time shall be payable to the Auctioneers on the Price of all Livestock not paid for on the day of sale, on all expenses incurred by them pursuant to Condition 11 hereof or otherwise, and on any advances or general balance owing to them which rate of interest shall be charged from and including the day on which any such indebtedness first arose until payment is received by the Auctioneers. Interest will be applied as Compound Interest on a weekly basis on the balance outstanding.
15. Where any party bids for another, as agent or otherwise, the bidder shall be bound to disclose the name and address of his employer if and when required by the Auctioneers, and if they fail to do so, they shall be deemed the Purchaser of the Livestock. Bids by disclosed agents shall not be accepted unless the Purchaser has provided written authorisation (if requested) to the Auctioneers to accept bids on their behalf from the said agent in advance of the auction. Where Livestock are offered for sale by an agent on behalf of a Vendor, such agent or other person shall be bound to disclose the name and address of the Vendor when required by the Auctioneers. If the agent does not disclose that he is acting as agent for another person, he shall be deemed to be the Vendor of the Livestock for the purposes of these conditions. Livestock shall not be accepted for sale by a disclosed agent unless the Vendor has provided written authority to the Auctioneers (if requested) to accept the Livestock for sale by the agent on their behalf in advance of the auction.
16. Notwithstanding anything hereinbefore or hereinafter written, the Auctioneers shall, in the event of a Purchaser failing to take delivery and pay the Price of any Livestock sold, be entitled, in their discretion, to return such Livestock to the Vendor, who shall in that event be entitled to proceed against the Purchaser for specific performance of the Contract of Sale or in the alternative for recovery of all loss, damage and expenses incurred by him in consequence of the Purchasers failure to perform the Contract of Sale. If the Vendor has received advance payment from the Auctioneers of the Price or any part thereof the Auctioneers shall upon return of the Livestock to the Vendor, be entitled to a full refund from the Vendor of such advance payment. The Auctioneers shall

also be entitled, but shall not be bound, to retain in their own hands, for such time as they in their absolute discretion shall deem necessary, the Price of any Livestock sold, and that without being in any way personally liable to either the Vendor or Purchaser of such Livestock. No interest shall be payable by the Auctioneers on the Price of any Livestock so retained.

17. No Livestock shall be allowed to be sold by private bargain, before passing through the sale ring, without the consent of the Auctioneers. The usual Commission Rates shall be paid on, and these General Conditions shall apply to, all sales by private bargain whether carried through on or off the Sale Premises, or whether effected by the Auctioneers or the Auctioneer or the representatives of either, all which sales the Vendor and Purchaser shall intimate to and pass through the books of the Auctioneers.

18. All persons are strictly prohibited from bringing or exposing for sale Livestock affected by any notifiable disease, or any other disease of a contagious or infectious nature, or animals out of, or having been in contact with, any infected Livestock; and should any such Livestock be brought or exposed, the Vendor will be held responsible for all damages thereby occasioned; whether by the Auctioneers or any of their customers or other third party, and should any animal, or the carcass or part of the carcass of any animal, while in the possession or on the premises of the Auctioneers, be detained, seized, or condemned by any Public, Local or other Authority, or the officers of any such Authority, the Vendor thereof shall – notwithstanding the provisions of Condition 2 hereof – be responsible for all expenses and monetary penalties, if any, to which the Auctioneers may be subjected by reason thereof and shall indemnify the Auctioneers in full in respect thereof. If, in consequence of an “infected” or “restricted” area being declared under the authority of any statute or public order, any Livestock then in the possession of or on the premises of the Auctioneers, cannot be moved to their destination, the Auctioneers shall have right to cancel and annul the sale of such Livestock, and neither the Auctioneers nor the Purchaser shall be liable to the Vendor or any third party for any loss thereby occasioned.

19. The Auctioneers shall have power in all cases when Livestock is left in or returned to their custody or retaken possession of or otherwise retained by them, to sell the same by auction after three days' notice to the Purchaser, who shall be liable to the Auctioneers for all losses incurred on such resale, including the keep of such Livestock pending such resale, the whole expenses connected with the resale, and all interest accrued under these Conditions.
20. The Auctioneers reserve to themselves full power to exclude or remove any person from the Sale Premises.
21. The Auctioneers will not be responsible for any injury sustained by any person attending their sales, or for any loss of, or damage or injury to, any Livestock, from whatsoever cause arising, while on the Sale Premises, or in their custody, or under their control.
22. Time shall be of the essence of all General Conditions and Warranties which contain time limits. 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. 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.
23. It is the responsibility of the Vendor to ensure compliance with all current legislation relating to the movement and traceability of the Livestock. Vendors of cattle are responsible for the correctness of movement licences and must hand a completed and signed licence to the sale office at least one hour before the time of the sale. It is the responsibility of Purchasers to check all documentation. Where the Purchaser finds any incorrect documentation, the Purchaser must notify the Auctioneers no later than 5pm on the day after the date of the sale and in that event the Purchaser shall be entitled to reject the Livestock in question and return it/them to the Vendor and recover the Price. The Auctioneers shall have no liability whatsoever in respect of defective movements licences or other documentation.

24. The Auctioneers reserve to themselves the right to add to, cancel, alter, or otherwise modify these General Conditions or any of them, and that either generally or as regards the sale or sales of any particular class or classes or any special lot or lots of Livestock and also to adopt such Special Conditions as they may from time to time determine as regards the sale or sale of any particular class or classes of Livestock, and in the event of any Such Special Conditions being repugnant to or inconsistent with these General Conditions or any addition thereto or cancellation, alteration, or modification thereof the said Special Conditions shall prevail as regards the sale or sales to which they apply. The said General Conditions and any addition thereto, and any cancellation, alteration, or modification thereof, and any such Special Conditions as aforesaid shall be sufficiently published by either (a) the exhibition of a copy thereof within the Sale Premises, (b) the availability for inspection of a copy of thereof at the Mart Office on the Sale Premises, (c) incorporation of a copy thereof in the catalogue of any sale to which they apply, or (d) the verbal intimation thereof by the Auctioneer officiating at the sale to which they apply, and the recording of a copy thereof in the Auctioneers Sale Records at the sale to which they apply, or partly in one and partly in another of these modes. The said Auctioneers Sale Records shall be the sole and exclusive proof not only of such verbal intimation having been made, but also of the terms of such intimation. In whichever of these ways the said General Conditions and any addition hereto and any cancellation, alteration or modification thereof and any such Special Conditions as aforesaid shall be published all Vendors, Purchasers and bidders and all others attending any such sale, shall be held to have made themselves acquainted therewith and to have agreed to adhere to and accept the same without any reservation whatsoever and their participation in any manner in the said auction or sale on the Sale Premises shall be deemed to imply their acceptance of the said General Conditions and any Special Conditions.
25. If any term or provision in these Conditions shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law that term or provision or part shall to that extent be deemed not to form part of these Conditions and the enforceability of the remainder of the Conditions shall not be affected

26. These terms will be governed by the laws of Northern Ireland

SCHEDULE OF WARRANTIES

CATTLE

Unsoundness

Unless stated in a catalogue or at time of sale all Livestock are warranted to be sound and free of any visible defect. Any claim in respect of unsoundness must be made by the Purchaser up to 3 hours from the time of sale or removal from the Sale Premises whichever is the sooner. If a breach of warranty is proven the Purchaser has the right to refuse to take delivery of the animal. Should there be any dispute on the soundness of the animal the Auctioneer may employ a veterinary surgeon to examine the animal with the cost of such examination being borne by the person whose dispute after examination is invalidated.

In the case of a latent defect then a claim must be made to the Auctioneer within 5 days of the date of sale and the Auctioneer may require that any claim be supported by a veterinary certificate.

Cattle sold for Slaughter

Unless stated to the contrary at the time of sale any animal described as 'fat', 'finished' or prime is being offered for sale for slaughter.

Livestock sold for slaughter shall be deemed to be slaughtered within 24 hours from the time of sale and are warranted to comply with all food safety requirements.

Any cattle sold for slaughter which have been treated with any medicine are warranted by the Vendor to have completed the withdrawal period for that medicine recommended by its manufacturer.

Any claim by a Purchaser for breach of warranty must be supported by a veterinary certificate to be sent to the Auctioneer within 7 days from the date of slaughter. Should a claim for breach of warranty be successful the Purchaser will be entitled to recover from the Vendor all reasonable costs to include cost of disposing of the defective livestock, veterinary bills etc. such costs to be approved by the Auctioneer.

Sale by Weight

Animals 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 the weights for cattle declared by the Auctioneers will be rounded down to the nearest 10kilos. Any dispute regarding the weight of any animal shall be determined by the Auctioneers who may, in their sole discretion, reweigh any animal.

Pedigree stock

These conditions shall apply to the sale of pedigree stock save in so far as they conflict with any special conditions expressly stated in the catalogue or at the time of sale which will then prevail.

Dairy and Beef Breeding Stock

Maiden Heifers

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 fault, which would render the animal incapable of breeding. This is a six month warranty if the fault is latent. If the Purchaser proves a breach of warranty the Purchaser may return the animal to the Vendor and be entitled to recover the cost of keep as calculated by the Auctioneer and any veterinary expenses approved by the Auctioneers.

Dairy cows and heifers sold as being in calf

The Vendor warrants a dairy cow or heifer sold as being in calf to be correct in udder and teats, not be infected with clinical mastitis and not to suck any other animal. The Vendor warrants that any cow or heifer described in the catalogue or at the time of sale to calve at a specific time (the due date) will calve a fully developed calf within 21 days of the due date.

Any claim in respect of an animal, which does not calve within 21 days of the due date but calves at a later date the Purchaser will be entitled to compensation to be determined by the Auctioneer.

Any animal which is warranted as being in calf and is found within 24 days of the date of sale as not being in calf then the Purchaser will be entitled to claim for breach of warranty such claim to be supported by a veterinary certificate stating that the cow/heifer has not been in calf since the date of purchase.

Dairy cows and heifers sold in milk

All cows and heifers in milk will be milked out not earlier than the evening before the day of sale and animal shall be offered for sale by the Vendor in an over stocked condition.

Unless otherwise stated at the time of sale all calved cows and heifers sold as freshly calved are warranted as calved within 14 days before the day of sale.

Unless otherwise stated at the time of sale or in the catalogue the Vendor warrants a dairy cow or heifer sold as being in milk to be correct in udder and teats, not to be infected with clinical mastitis, declared yield to be accurate, not to suck other animals, not to suck herself, to be quiet to milk and to lie in cubicles. This is a 5 day warranty.

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

Suckler cows

The Vendor warrants that any cow or heifer described in the catalogue or at the time of sale as suckling a calf that the cow suckles the calf in a natural manner, the cow is not infected with clinical mastitis , does not suck other animals and does not suck herself. This is a 5 day warranty.

Dairy and Beef Breeding stock sold – “Running with the bull”

This is not a warranty that the animal is in calf.

Dairy and Beef Breeding stock sold – Pregnancy Diagnosed in Calf

This is a warranty that the animal is in calf at the time of sale. Should a dispute subsequently arise that the animal is not in calf the Vendor is required to provide such evidence as required by the Auctioneer that the animal had been pd'd in calf within 14 days of the date of sale. Any claim in respect of this must be made by the purchaser within 24 days from date of purchase.

Stock Bulls

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

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 which the Auctioneer deems appropriate.

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.

Store and Weanling heifers

Store heifers are not warranted as free of calf at time of sale.

Return of Animals Requiring Blood Test

Where it is agreed after the date of sale that an animal is to be returned then the Vendor is responsible for any reasonable veterinary fees to carry out the blood test.

SHEEP

Sheep sold for slaughter

Unless stated to the contrary at the time of sale any sheep described as 'fat', 'finished' or prime is being offered for sale for slaughter.

Livestock sold for slaughter shall be deemed to be slaughtered within 24 hours from the time of sale and are warranted to comply with all food safety requirements.

Any sheep sold for slaughter which have been treated with any medicine are warranted by the Vendor to have completed the withdrawal period for that medicine recommended by its manufacturer.

Any claim by a Purchaser for breach of warranty must be supported by a veterinary certificate to be sent to the Auctioneer within 5 days from the date of slaughter. Should a claim for breach of warranty be successful the Purchaser will be entitled to recover from the Vendor all reasonable costs to include cost of disposing of the defective livestock, veterinary bills etc. such costs to be approved by the Auctioneer.

Breeding Sheep

Unsoundness

Unless stated in a catalogue or at time of sale all sheep are warranted to be sound in mouth and udder and free of any visible defect. Any claim in respect of unsoundness must be made by the Purchaser up to 3 hours from the time of sale or removal from the premises whichever is the sooner. If a breach of warranty is proven the Purchaser has the right to refuse to take delivery of the animal. Should there be any dispute on the soundness of the animal the Auctioneer may employ a veterinary surgeon to examine the animal with the cost of such examination being borne by the person who's dispute after examination is invalidated.

In the case of a latent defect then a claim must be made to the Auctioneer within 3 days of the date of sale and the Auctioneer may require that any claim be supported by a veterinary certificate.

Breeding sheep sold – ‘Running with the ram’.

This is not a warranty that the sheep are in lamb.

Breeding sheep sold – ‘Scanned in lamb’

This is a warranty that the animal is in lamb at the time of sale. Should a dispute subsequently arise that the sheep is not in lamb the Vendor is required to provide such evidence as required by the Auctioneer that the animal had been scanned in lamb within 14 days of the date of sale. Any claim in respect of this must be made by the purchaser within 25 days from date of purchase.

Ewes with lambs at foot

The Vendor warrants that 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.

Castrated Lambs

The Vendor warrants that unless expressly stated in the catalogue or at the time of sale any male sheep not expressly sold as rams have been castrated.

Stock Rams

The Vendor warrants that any ram sold as a stock ram for £200 or more is capable of an effective and natural service. This is a 10week warranty.

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 an effective and natural service, or refund the purchase price together with such other costs and charges which the Auctioneer deems appropriate.

Notice of a 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.

Return of Stock

If as a result of breach of warranty a Purchaser exercises his right to return any animal to the Vendor he shall be entitled to the return of the purchase monies and to a refund of reasonable costs and expenses as determined by the Auctioneer.

If any animal is returned by the Purchaser to the Auctioneers' premises and neither the Vendor or Purchaser removes the animal within 3 days of notice the Auctioneers may resell the animal by public or private auction without warranty or reserve and without further notice to the Vendor or Purchaser. The moneys produced by the re sale, after deducting the costs and charges of resale, a reasonable sum for the feed and care of the animal pending re sale and any veterinary charges reasonably incurred shall be held by the Auctioneers on behalf of the person who proves to be entitled to them. If the moneys produced from re sale are insufficient to cover costs and charges

the Auctioneers will be entitled to recover the deficiency from the person who was the owner of the animal immediately before sale.

The Auctioneers shall have the final say from any questions which may arise and are not included above. From this decision there shall be no appeal.