

# OFFICIAL SALE RULES & REGULATIONS

## NOTICE TO BUYERS & SELLERS

- (a)** THE SALES YARD opens at 7.00am. ALL ANIMALS should be in The Showgrounds by 9.00am.
- (b)** Animals will be arranged in each class in the Catalogue according to age, the oldest animals being placed first, and must be put up for auction in the order in which they appear in the Catalogue.
- (c)** Exhibitors alone are responsible for the correctness of the ages and other particulars in the entries and of the particulars of animals in this Catalogue.
- (d)** A bull is not eligible for entry unless it has two fully developed testicles in the scrotum.
- (e)** All animals will be sold in Euro and 5% commission charged to the purchaser.
- (f)** An exhibitor may place a reserve on his animal and give notice to the Auctioneer Reserve price must be given in writing to the Auctioneer before the Sale of his animal commences on card which will be supplied at Auctioneer's Office on request.
- (g)** The exhibitor or his agent may, when the animal is in the ring, authorise the Auctioneer to sell at any price
- (h)** The highest approved bidder shall be the purchaser, and if any disputes arise as to any bid the animal in dispute shall be put up again at the last undisputed bid and re sold, or the Auctioneer may declare the purchaser
- (i)** The bidding shall be in "Euro" The minimum opening bid for all pedigree stock shall be 500 Euro.
- (j)** Purchasers, on being declared, to give their names and addresses and, if required, pay 25% deposit in part payment, or the whole of the purchase money immediately on the fall of the hammer.
- (k)** Each animal must be accompanied by an Animal Passport, which must be surrendered when animal is presented for admission to Show.
- (l)** All lots will become the absolute property of the purchaser from the fall of the hammer, and must be paid for in full immediately after the Sale and removed with all faults and errors of description at the close of the Show, but this does not relieve the exhibitors of their responsibilities under auction sale Animals purchased for export must be retained by the exhibitor until shipping arrangements are made and tested if necessary.
- (m)** Buyers desirous of having stock delivered can have this done by arrangements with the Auctioneer at the buyer's absolute risk and expense Neither the vendor nor the Society will take any responsibility.
- (n)** The Auctioneer acts as agent for Vendors, and any action taken by a purchaser must be against the Vendor and not against the Auctioneer or Society, and vice versa The pedigree of each animal is given by the exhibitor, but every animal will be sold subject to all faults and errors of description.
- (o)** Purchasers not complying with these conditions will be liable to have their lots re sold by public auction or by private treaty, at the option of the Society, the deposit forfeited, and any deficiency arising on such re sale to be made good by the defaulter at this sale present as and for liquidated damages, but the defaulter shall not get the benefit of any increase in price should such result from re-sale.
- (p)** All animals entered in the Catalogue MUST pass through the Sale Ring ,and MUST be offered for sale by public auction Any animal not sold in the Sale Ring cannot re enter until all the animals of his breed have passed through.
- (q)** An animal can be sold only in the Class in which he is entered If, for any reason, the animal should have to be offered for re sale it must take place in the same ring
- (r)** If an animal is unsold in the ring and subsequently sold in the sale yard, such subsequent sale must be made by or through the Auctioneer appointed by the Society Exhibitors infringing this rule will be refused entries to any future Show or Sale under the Society.
- (s)** Exhibitors alone are responsible for the feeding, watering and safe keeping of their animals until the close of the Show which is after the last animal is sold Every exhibitor must leave each of his sold animals with a strong halter, suitable for transit Failing to do so, the Society is empowered to inflict a penalty of 15 Euro.
- (t)** Any animal having passed through the Sale Ring may, leave the Show yard under a Delivery Order to be obtained from the Auctioneer.
- (u)** Exhibitors alone are responsible for any damage, loss or injury caused by unmanageable bulls The Society accepts no responsibility.

- (v) The Society accepts no responsibility whatsoever for animals left overnight in stalls in park prior to or subsequent to Sales Buyers are responsible for animals sold and sellers for unsold animals and any damage caused.
- (w) The Society reserves the right of refusing any entry without giving their reasons for doing so The Society also reserves the right of making any changes that may be necessary in connection with the statements of milk yields and butter fat particulars.
- (x) Objections and/or complaints must be made in writing with the Secretary of the Society not later than 6 o'clock pm on day of Sale, and must be accompanied by a deposit of 10 Euro, which will be forfeited if objection and/or complaints is not upheld.
- (y) Exhibitors shall appoint the Society's Auctioneers (Messrs M H McGowan & Co) as their agents for the sale of all animals entered in Catalogue.
- (z) In all cases of dispute, the decision of the Society must be final.

## CONDITIONS OF SALE TO APPLY ON ALL SALES OF MIDLAND & WESTERN LIVESTOCK IMPROVEMENT SOCIETY LTD

1. These Conditions (and, where appropriate at auctions, these Conditions, together with the General Auction Conditions of Sale), from the basis of the contract between the Vendor and the Purchaser, and from the Contract, all conditions and warranties implied under the Sale of Goods Act 1893 and the Sale of Goods and Supply of Services Act 1980, or any other statutory enactment or implied by any law or custom or usage are expressly excluded.
2. In the event of a Sale by Auction and there arising a conflict between these Conditions and the General Conditions of the Auction, these Conditions shall prevail.
3. All animals are sold as they stand and the purchaser is deemed to have examined each animal and fully satisfied himself about the animal prior to sale.
4. Save as hereinafter provided, no warranty whatever is given as to the performance of fertility of any bull, and the Purchaser is hereby invited to insure against this or any other risks connected with the bull, at his own expense.
5. The Vendor shall and does hereby provide the following guarantee as to fertility with each bull sold:
  - (a) No guarantee whatever as to fertility is given with any bull under the age of nine months at the date of sale, unless otherwise stated in writing.
  - (b) Subject to the Conditions hereinafter set out, the Vendor guarantees that the bull is capable of putting a cow or heifer in a state of pregnancy by natural service within four months of the date of sale or within four months of attaining the age of fourteen months, whichever is the later. This guarantee shall be deemed to be fulfilled whenever one female animal is proven to be in calf by natural service to that bull, subsequent to the sale. A bull shall not be deemed to be incapable of putting a cow or heifer in a state of pregnancy by natural service on a semen test only.
6. The foregoing guarantee is subject to the following conditions-
  - (a) The bull shall be fairly tried with a view to him putting a cow or heifer in a state of pregnancy by natural service within two months of the date of sale or within two months of attaining the age of fourteen months, whichever is the later. For the purpose of this paragraph, "fairly tried" shall not be deemed to have occurred when less than three female animals in season have been properly presented to or run with the bull.
  - (b) If, upon purchase of the bull, it is found impractical for the Buyer to fairly try the bull within the period stated at paragraph 6 (a) above, due to the Purchaser's normal calving programme, the Vendor must be informed in writing immediately after the sale of the month in which it is proposed to commence using the bull. At the discretion of the Vendor, the date of commencement of the trial period may be extended to the first day of the month in which the Buyer has notified them as aforesaid that he proposes to commence using the bull. The Vendor shall not unreasonably refuse to extend the time and in any event shall communicate his decision in writing to the Purchaser within seven days of receipt of the said notice in writing from the Purchaser.
  - (c) The Purchaser shall give notice in writing by registered letter to the Vendor of an inability of the bull to

put a cow or heifer in a state of pregnancy by natural service or a suspected inability in this respect, not before the expiration of one month nor after the expiration of three months from the date of sale of the bull attaining fourteen months, or any extension for the commencement of the trial period granted pursuant to Paragraph 6 (b) above, whichever is the later.

- (d) On receipt of the notice referred to at Paragraph 6 (c) above the Vendor shall forward to the Purchaser a Bull Fertility Report, which shall be completed by a qualified Veterinary Surgeon and returned to the Vendors within thirty days of the date of issue, accompanied by a Certificate by a Qualified Veterinary Surgeon declaring that the inability to put a cow or heifer in a state of pregnancy by natural service is not the result of injury, accident, disease or neglect happening after the sale, and that he has examined the cows or heifers on which the bull has been tried, and has found them in a normal breeding condition and that they are not responsible for the bull's inability to put a cow or heifer in a state of pregnancy by natural service.
- (e) The purchaser shall give the bull every opportunity of proving himself capable of putting a cow or heifer in a state of pregnancy by natural service within the period of four months mentioned in the guarantee at Paragraph (5) above and shall (if required) allow a Veterinary Surgeon appointed by the Vendor to examine and try the bull and in addition shall (if required) allow the Vendor to remove the bull to the Vendor's own or other premises in order to try the bull.
- (f) In the event of the Vendor and the Purchaser failing to agree on whether or not the bull is capable of putting a cow or heifer in a state of pregnancy in accordance with the foregoing provisions, or in the event of any other dispute arising between the parties concerning the implementation or interpretation of this agreement, the said dispute shall be and is hereby referred to arbitration by a single arbitrator, to be agreed between the Vendor and the Purchase (or in default of agreement to be nominated by the President for the time being of the Incorporated Law Society of Ireland), such arbitration to be conducted in accordance with the Arbitration Acts 1954 and 1980. The aforementioned referral to arbitration shall be a condition precedent to the commencement of any other legal action.
- (g) In the event of the Vendor and Purchaser (or in default the Arbitrator) concluding that a bull is incapable of putting a cow or heifer in a state of pregnancy in accordance with the foregoing provisions of this Agreement, then the Vendor shall:-
  - (i) Be bound to accept the return of the bull and on delivery of it to his premises (unless some other arrangements shall be mutually agreed upon) to refund to the Purchaser the whole of the purchase price of the bull together with the expenses of the Purchaser's Veterinary Surgeons, the cost of carriage from the Purchaser's premises to the Vendor's premises, the carriage and keep of the bull from the date of notification of the claim, provided however that such expenses and costs shall not exceed an amount equal to 10% of the sale price of the bull.
  - (ii) Pay the costs of the arbitration and the arbitrator in accordance with any direction given by the arbitrator in this regard. Save as aforesaid the Vendor shall not be under any liability whatsoever to the Purchaser in respect of loss sustained by the Purchaser however this loss arises and whether it be consequential or otherwise.
- (h) The Society and/or the Auctioneer shall not be under any liability whatever to the Purchaser in respect of any loss sustained by the Purchaser howsoever arising, whether it be consequential or otherwise.

## **7. BREEDING GUARANTEE - FEMALES**

Any cow or heifer realising 500 gns. or more that is stated by the Vendor as having been served or artificially inseminated not less than 12 WEEKS before the date of the sale shall be guaranteed in calf to the service date or date of artificial insemination and to the bull stated, unless any alteration to the service particulars is announced from the rostrum or by the Vendor at the time the animal is sold. The term "running with the Bull" implies no guarantee of pregnancy unless specifically stated by the Vendor at the time of sale, neither shall the provision by the Vendor of a certificate of positive pregnancy imply any such guarantee, this being merely an expression of opinion. Every heifer sold as unserved shall be so guaranteed and all such heifers (unless sold suckling their dams) shall carry a guarantee that they are capable of breeding. Calves sold suckling their dams are given to the purchaser free and no guarantees apply unless specifically by the Vendor at the time of sale. No claim under these Rules will be effective unless made to the Auctioneer or to the Vendor within the following time limits, as applicable, viz:

- (a) In the case of a cow or heifer sold as being in calf which proves NOT to be in calf - within 49 days of the date of sale.

- (b) In the case of a cow or heifer which, although in calf, does not calve to the stated service or insemination date - within TWO CALENDAR MONTHS of the date that the animal should have calved according to the particulars of service or insemination stated in the catalogue of sale. In all such cases no claim will be admissible unless there is an interval of more than four weeks between the presumed due date (according to the stated particulars of service or insemination) and the actual calving date. **Note:** The average gestation period for cattle is 283 days.
- (c) In the case of a cow or heifer which produces a calf to a different bull to that stated by the Vendor – within 48 hours of the calving date such information to be submitted to the Auctioneers or Vendor by telephone or telegram and subsequently confirmed in writing: **NOTE:** Where a cow or heifer calves at a later date than the due date the onus of proving the identity of the service bull shall be upon the Vendor.
- (d) In the case of a heifer sold as unserved and which subsequently proves to be in calf - within SIX CALENDAR MONTHS of the date of sale.
- (e) In the case of a maiden heifer which proves incapable of breeding because of malformation or abnormality of the genital system - not before the animal attains the age of TWENTY SEVEN MONTHS and no claim under this Rule will be admissible after the animal has attained the age of THIRTY MONTHS.
- (f) Any female (cow or heifer) that has been flushed for embryo transplant will be EXCLUDED from the terms of this guarantee but individual Vendors of such animals shall have the option of giving their personal guarantee, to be announced at the time of sale. No claim will be admitted under these Rules where it can be proved that a cow or heifer is carrying a mummified calf, or has aborted or re-aborted a foetus and no guarantee is given or implied that any cow or heifer will carry a calf full-time.
- All claims must be submitted to the Vendor and the Secretary of the Society and shall be resolved in accordance with the provisions of Clause 6 (f) of this Agreement.
8. This Agreement shall be interpreted in accordance with the law of the Republic of Ireland.

## **Notice To Safety**

**The Midland & Western Livestock Improvement Society Ltd., urge all its visitors, exhibitors and spectators alike to share the responsibility in ensuring that all Safety Regulations are obeyed. Each child or group of children must be accompanied by an adult at all times, shall be constantly supervised and kept a safe distance from all animals, vehicles or machinery. All animals must be confined to their designated areas and kept under strict control.**

**Co-operation with our Safety Officer and Stewards will ensure an accident free day for all**

- THE SOCIETY ACCEPTS NO RESPONSIBILITY FOR ACCIDENTS, LOSS OR DAMAGE TO PERSONS OR PROPERTY, OR TO ANIMALS LEFT IN THE SHOWGROUNDS OVERNIGHT. ANY ACCIDENT INVOLVING AN ANIMAL EXHIBITED AT THE SALE IS THE SOLE RESPONSIBILITY OF THE EXHIBITOR AND/OR THE OWNER OF THE ANIMAL.

THE SOCIETY WOULD ADVISE ALL EXHIBITORS TO EXTEND THEIR INSURANCE COVER TO COVER THEM FOR EXHIBITING AT SHOWS AND SALES