

LEGAL AND VETERINARY JOURNAL

Topic of 25th years of International Legal Equine Services

HORSES' RIGHTS IN SALES



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Active in the fields of company law and equine law. Within the equine law practice, Luc Schelstraete provides services to Dutch yet often also foreign equine businesses, riders, horse owners and equine authorities.

In our legal practice, which is focused completely on equine law, we are offered cases involving the purchase or sale of a horse or pony on a daily basis. In this type of disputes, often it turns out that especially consumer buyers are not always aware what they are getting into, and lack insight

in the adequate care and training of a horse. They also lack understanding of their own obligations towards the purchased horse.

EXAMPLE CASE

A gentleman has bought an 8-year-old gelding. The horse is examined both clinically and radiologically pre-purchase. The clinical examination is clear, but on one single x-ray the examining veterinarian finds an abnormality. The horse is purchased in spite of this remark, but the sales price is brought down by €1000. The total sum for the gelding then stands at €4000. Just a few weeks later, the buyer finds the horse cannot be ridden normally. The seller visits and explains the horse should be ridden his way, and things will turn out fine. The buyer finds the horse cannot move on its own feet, has a troublesome back and has skips strides in both trot and canter. The buyer suspects the horse has been through a trauma in the past, but at this point this is still hypothetical. In short, the horse does

not function properly according to the buyer. In addition, the horse also suffers from mud fever, which the seller has failed to mention. After contact about this matter, the seller states the horse has suffered from mud fever before in the past. Again, this does not please the buyer! The above is reason enough for the buyer to want to return the horse. The seller is sorry there was no connection between the horse and the buyer, but will not take the horse back. The buyer would like to know this rights and course of action at this point?

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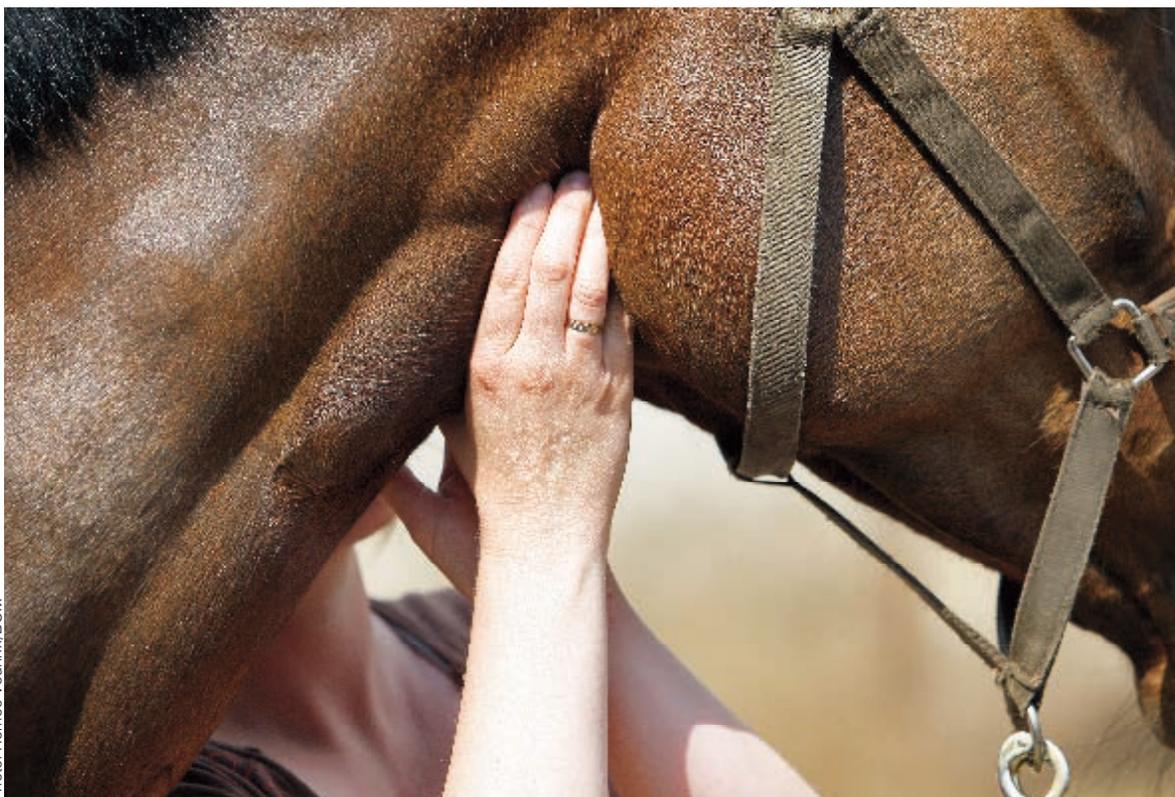
In the legal sense I understand from the facts presented here that the buyer is of the opinion the horse does not live up to his expectations based on the sales agreement posed by him. A number of facts caught my attention and raised not only question but also professional astonishment. This astonishment is not limited to my vision as an experienced equine lawyer, but also

as an avid enthusiast of horses and equestrian sport. What is the case? An 8-year-old gelding is purchased for a sum of €5000, and the horse is subjected to clinical and radiological examinations at the costs of approximately €700. The results of the clinical examination are fine, but in one x-ray an abnormality is found. The horse changes ownership after the price has been reduced by €1000 to a sum of €4000 in light of this finding. After about 4 weeks, the horse would be unable to be ridden 'normally'. The horse apparently has a difficult back and 'misses strides even in trot!' The horse would also suffer from mud fever, which had failed to be mentioned.

It is not stated the buyer ever tried the gelding before the purchase. This appears not to be the case. After all, would the horse have been tried by the aspiring buyer before the purchase, the buyer would have been able to form some kind of judgment regarding the way the horse was ridden and how it felt. This concludes a resume of the facts.

OUR VISION

From the way this case presents itself, it is clear the buyer is not very well versed in owning, caring for and riding horses. The first question is what the buyer may expect from a horse with a price of €4000. Whatever the veterinary condition of such an animal may be, this kind of sum will not buy a highly trained top sport horse. Horses sold for such sums often have limitations either veterinary or in their natural abilities to perform as riding horses. The fact stands out that a considerable sum is invested in a pre-purchase examination, only to accept the risks of a veterinary remark on one of the x-rays anyway. Should the buyer want to explore the question whether the riding problems are the consequence of this veterinary remark, he may be advised in this matter by an array of 'experts' who would be most willing to invest the necessary time and effort in this matter, but will also present their



Pre-purchase examination is very important, but is no guarantee the horse will continue to do well with the buyer.

bills accordingly. Veterinary examinations can quickly amount to sums far exceeding the purchase price of the horse. The presentation of the problem regarding the mud fever also shows the buyer in question has little knowledge of what he is doing. Some horses may indeed be more susceptible to the condition than others, but mud fever is often a reaction to inadequate care, dirty stables, unclean and muddy footing in for instance horse walkers or the like. The veterinarian charged with the pre-purchase examination evidently has not diagnosed any mud fever in his clinical examination. In other words, I would advise the buyer to ask himself what it is he expects from a horse, and whether he fully realizes such an animal is not a machine, but requires care and attention, and also has the right to appropriate training and schooling so that the gelding in question is not hindered by his rider. Perhaps it is time to include clauses in the regulations which allow the animal itself to claim a fitting rider, a rider which can offer the horse everything that may be expected of them!

CONCLUSION

It could be expected that cases such as this one only occur in the sales of horses in the lower price ranges. The opposite is often true, however. Especially in the higher price ranges (upwards of €200,000), talented and often very experienced dressage and show jumping horses are sold abroad. When the sale is not conducted by a professional or a very experienced amateur, mismatches seem to occur very quickly. When the new rider is not quickly able to continue the horse's training at the same level as the selling rider rode at, the new rider will encounter all kinds of problems. Only very rarely does the new rider wonder if they may be the cause of



Photo: Ramco Veurink

Good guidance after the sale is key to preventing this from occurring.

against the selling party. The horse in question gets no fair chance at all, and becomes no more than the subject of a legal dispute without receiving any further training. The health of the horse will tumble into a downward spiral. This lack of self reflection on the part of the new rider will then lead to an even bigger disappointment when the selling party in equestrian countries such as The Netherlands, Germany or Belgium is awarded its rights by the courts of those countries.

OPPORTUNITIES

Personally, I see huge opportunities for professional sellers in transactions with consumer buyers and amateurs with not yet enough experience abroad. In the sale of a horse, the veterinary pre-purchase examination is only a snapshot, but in case of a positive result often

site, give training advise and make sure your own veterinarian examines the health condition of the horse at the buyer's yard. Over the past years I have been presented with countless files in which I, acting on behalf of a professional seller, was confronted with requests for the disbanding of sales contracts sent to the client by the buyer, for the sole reason that the horse would be unfit due to for instance self-carriage problems, back problems, difficulties in right or left canter, etcetera. When the horse in question was examined shortly after these notifications by a veterinarian from the side of my client, the seller, the horse would often be found suffering from an acute tendon injury, for example. A trainer of rider appointed by the seller and requested to ride the horse on site quickly came to the conclusion there was nothing wrong

GUIDANCE

While professional sellers may consciously decide in favour of selling to a less experienced rider, and a lesser rider can also always consciously decide to buy a horse, the horse is often the victim in such cases. Professional sellers would do well in my opinion to realize that they are not only selling an animal, but also the idea in the buyer's mind that they will emulate certain goals with this animal. The horse itself is only part of the total package, which should also include guidance and training. Professional sellers incorporating this guidance into their sale will have more chance of building lasting and fruitful business relationships. ■

'Sellers are not only selling an animal, but also the idea in the buyer's mind that they will emulate certain goals with this animal.'

those problems. External trainers are immediately consulted, and veterinarians are requested to draw up statements showing the horse would be unfit for the intended purpose so a claim can be brought

enough to assume the horse's good health. When problems do occur, the professional seller would do well to invest time and effort into aiding the buyer. Make the journey to the buyer and judge the situation on

with the horse, it performed its work beautifully and putting it mildly, it was the new rider himself who caused the communication problems with the horse by his own ignorance.

If you have any questions and/or comments after reading this article, we would be happy to hear from you. You can also contact us for all equine-law related questions or matters. Please contact us by e-mail via info@europeanequinelawyers.com or telephone on +31-(0)135114420.

