

BUYING YOUR HORSE ABROAD

SOME LEGAL TIPS

HT IS PLEASED TO PRESENT THE FIRST IN A SERIES OF ARTICLES ON LEGAL TOPICS RELATED TO HORSES AND HORSE OWNERSHIP. IN THIS ARTICLE THE FIRM OF EUROPEAN EQUINE LAWYERS SHEDS LIGHT ON THE CRUCIAL RIGHTS AND RESPONSIBILITIES IN THE SALE OF HORSES.



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In our legal practice, which is focused solely on equine law, we are routinely offered cases involving the disputed purchase or sale of a horse or pony. In this type of dispute, often it turns out that consumer buyers are not aware of 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 and, in a legal case

, the result can often go against them.

CASE STUDY

A gentleman bought an 8-year-old gelding. The horse is examined both clinically and radio logically 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 that the horse cannot be ridden normally.

The seller visits and explains the horse should be ridden in the way it was accustomed and if it is ridden in this way things will be fine. The buyer feels that the horse cannot freely move on

its own feet, has a troublesome back and has skipped strides in both trot and canter. The buyer suspects the horse has been through a trauma in the past, but there is no proof of this. In short, the horse does not function properly according to the buyer.

In addition, it is later learned that 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.

ANSWER - EUROPEAN EQUINE LAWYERS

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 questions, 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 eight-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 four weeks, the horse would be unable to be ridden normally. According to the buyer, 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 whether the buyer ever tried the gelding before the purchase. This appears not to be the case. After all, if the horse had 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

You get what you pay for. 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.

-Pre-purchase exams are not guarantees. 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 opinions. Pre-purchase examination is very important, but is no guarantee the horse will continue to do well with the buyer after purchase.

-Buyer's unrealistic expectations. Bills for 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 did not diagnose 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!

-In difficulties there are often opportunities. Personally, I see huge opportunities for professional sellers in transactions with consumer buyers and amateurs with little experience abroad. In the sale of a horse, the veterinary pre-purchase examination is only a snapshot, but in case of a positive result, the seller should give specific advice as to the that particular horse's training level, needs, and special quirks.

-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 with the horse for yourself, in order to determine whether the cause was pre-existing or whether it was the new rider himself who caused the communication problems with the horse by his own ignorance.

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 he may be the cause and not 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.

While professional sellers may purposefully decide in favour of selling to a less experienced rider, and such rider can also purposefully 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 meet certain goals with this animal. The horse itself is only part of the total package, which should also include guidance and training with regard to the horse. Professional sellers incorporating this guidance into their sale will have more chance of building lasting and fruitful business relationships. 🐾

equine-law related questions or matters.

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