

Buying & Selling Horses



Legal rights involving horses depend on whether you bought the horse from a private seller or a dealer / trader (defined as 'someone selling in the course of a business').

Rights also depend on whether you have a written sale / purchase contract for the horse. If so, this is the first document to visit for legal remedies – the terms and conditions of the contract would need to be checked carefully. If not, you will have to rely on statute and common law for remedying the dispute. Essentially, you will gain more legal protection if you purchase via a dealer than a private seller:-

1. Dealer Purchases

If you have bought your horse from a dealer, the law implies terms into the contract that the horse is of satisfactory quality and fit for the purpose for which it was bought. If the horse is not of satisfactory quality or fit for the purpose, you are entitled to reject the horse and claim your money back. For example, if you required a horse with the potential to do Grade A show jumping and you later discovered that it would not enter a competition ring for want of napping, the horse would not be fit for its purpose or of satisfactory quality.

Be aware that you will not be able to reject the horse on the basis of defects that the dealer can prove he/she made you aware of. For example, if you were told that the horse was bad to load you could not later reject it on that basis.

Practically speaking, a claim can be very tricky to bring if there is no written evidence (i.e. a contract). The parties have to rely on verbal evidence and witness statements. The original advert may play an important role at this stage, as the dealer may have warranted

certain things in the advert, which you can later disprove.

If the dealer is unwilling to take the horse back and return your money, you will have to weigh up the prospects of court proceedings and potential legal costs against cutting your losses at this stage and selling the horse on at a loss. Pride often dictates the former action, however, in the long run you may save a lot of time, stress and money by doing the latter!

2. Private Purchase

The 'buyer beware' principle applies to private purchases. It is therefore, essential that you are as certain as possible of the horse you are purchasing before parting with your hard earned cash.

If you have not entered into a written contract with the seller, there are no implied terms for private purchases. In practice, the majority of private purchasers have to rely on the common law of misrepresentation if they are unhappy with their horse. For example, if you rely on a representation made by the seller (i.e. the horse is 100% in traffic) and find this to be untrue, you could make a misrepresentation claim. Such representations by the seller can be made innocently, negligently or fraudulently depending on the circumstances of the sale. You must also make it clear to the seller that you want to reject the horse and get your money back in a relatively short time span. It is no use contacting the seller 6 months down the line claiming the horse hates traffic. The seller will simply argue that you

must have done something to the horse in the interim period to make it like that!

Contracts

Put all terms into writing. As a seller, make sure you draw the purchaser's attention to all known vices and behavioural problems. If the horse crib bites, write this into the contract. Never warrant that a horse is 100% safe to do in any way – this is unrealistic as a horse will never be 100% in traffic, to box, to shoe, to clip ... Also, be very careful how you word your sale advert – be truthful and be sure to make sure the content of your advert is consistent with your contract.

If you have an agent selling the horse on your behalf, you are not immune from future legal claims from the buyer. Be sure that you are fully aware of how the agent is acting for you and that he / she is following your instructions.

It is vital that whether you are selling or buying a horse, there is a written contract containing the terms of the agreement. The seller and buyer should both sign the agreement and keep a copy for their records.