

A Suggested Sales Code

**Approved by the Board of Directors of The Canadian Shorthorn Association.
But it must be understood that the Association has no legal authority to embrace same.**

In the selling of registered Shorthorn cattle, a complete statement of facts should be made along with all information available on the animal sold.

SALE TITLE: This should be a definite statement of dispersal, partial dispersal or consignment, as the case may be, designating any cattle reserved, etc. It is recommended that the printed pedigree in the Sale Catalogue contain all information as appears on the original pedigree.

(a) Dispersal Sale: Complete sell out, no saleable cattle reserved. If a member of a firm or family wishes to purchase any animal to found another herd, this fact should be stated in the catalogue. It is again that the pedigree in the Catalogue contain all the information as appears on the original pedigree.

(b) Partial Dispersal or Reduction Sale: Selling part of the herd. Explanation must be made.

(c) Consignment Sale: Sale of animals consigned by different breeders. It is recommended that the printed pedigree in the Sale Catalogue contains all the information as appears on the original pedigree.

Terms and Conditions of Sale:

Terms: The terms are cash, unless other arrangements are made with the seller before the sale. All payments must be made to the Clerk of the Sale and no release of animals will be given until satisfactory settlement has been made.

Bids: The highest bidder shall be the buyer. In the case of a dispute, the animal shall again be put up for advance bids and if there be no advance bid, the animal shall be sold to the person from whom the auctioneer accepted the last bid. Every animal is pledged to absolute sale and by-bidding is prohibited. Every animal must be transferred to a new owner by the seller.

Risk: All animals are at the purchaser's risk as soon as struck off or declared sold by the auctioneer, but will be cared for free of charge for 48 hours. Following this, the animal will be cared for by a predetermined time by mutual contest between the buyer and the seller.

Errors: If errors are noted in the catalogue, announcements will be made from the auction stand and such announcements will take precedence over the matter in the catalogue.

Certificates: Each animal is recorded, or will be recorded, in the Herd Book of the Association. Certificates of Registry and Transfer will be recorded by the seller and furnished to the purchaser free of charge within 3 months of date of purchase.

Shipping: Assistance will be given in loading and shipping animals, but no risk is assumed by

the Sale Management or seller. In shipping, the buyer shall make the arrangements with the trucker, with the assistance from the seller if need be, with no risk to the Sales Management or the seller.

Warranties: (1) Each owner warrants clear title to the progeny and right to sell the same.

(2) Unless otherwise noted in the catalogue or announced from the auction stand, each animal is sold as sound.

(3) MALES: are sold as being able to serve after reaching 15 months of age. Should any bull not meet this requirement within 2 months, the matter shall be reported in writing to the seller, who shall then have 3 months to prove the bull's ability to meet the requirement to leave a minimum of 5 cows settled in calf, before refunding the purchase price. In no case shall the seller be responsible for more than the sale price of the animal.

FEMALES: Any female, pregnant when sold or that has freshened within 90 days of date of sale, is by that fact proven a breeder. Females bred when sold are presumed to be pregnant to the best of the seller's knowledge and belief. Pregnancy is not thereby guaranteed. Should any bred female prove not pregnant when sold, after reaching the age of eighteen months, or fails to become pregnant within 3 months, after being bred to a bull known to be a breeder, and after having been treated by a licensed veterinarian, the matter shall be reported in writing to the seller who shall then have the privilege of 3 months' time in which to prove the animal a breeder before refunding the purchase price. The seller make no warranties that pregnant females will deliver calves or that they will carry calves to full time. In no case shall the seller be responsible for more than the sale price of the animal.

(4) Above warranties cease when the animal is disposed of by the original purchaser.

(5) Transportation charges on any animals, subject to adjustment, shall be paid by the buyer.

Health Status: The Health papers shall be provided for each animal when required. Such health papers must carry the health status as required by the Canada Department of Agriculture, or the state, or the province to which the animal is going.

Sanitation: To safeguard the health of the cattle, the cattle will be sold in sanitary facilities.