

**THE ABERDEEN-ANGUS CATTLE SOCIETY**  
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**BYE - LAWS**  
**(NOVEMBER, 2016)**

1. Entries for the Herd Book will only be accepted from members of the Aberdeen-Angus Cattle Society.

2. Entries of stock which belonged to a deceased member will only be accepted from his representatives provided such entries are made prior to 1st January following the date of death.

3. A calf shall only be accepted for entry in the Herd Book if its sire and dam have been entered in the Herd Book, it has been ear-tagged according to current EU identification regulations and a sire verified Deoxy Ribonucleic Acid (DNA) profile of the service sire has been lodged with the Society. Furthermore, from 1<sup>st</sup> January 2015, all pedigree calves eligible for entry into the Herd Book must have a DNA sample taken and sent to and received by the Society before such calves can be registered. The method of collection of the said DNA sample will be prescribed by the Council of the Society from time to time. The Society will occasionally request to carry out tests on samples outwith the normal protocols of registration and pre-official Society sales. For the avoidance of doubt, upon sale, the title to the DNA sample transfers with the ownership of the animal and permission to test will be sought from the owner. The cost of such tests will be borne by the owner. In the event that permission is not granted, the Society reserves the right to take action to limit any potential negative impact (such as identifying carriers of any genetic defects as defined on the Society's website at [www.aberdeen-angus.co.uk](http://www.aberdeen-angus.co.uk)) on the Herd Book.

4. Notwithstanding Bye-law 3, imported animals may be entered in the Herd Book provided they are entered in the Herd Book of the country of origin and that there are supplied such certificates and other documents as the Council of the Society may from time to time prescribe (see Guidance Note at end of Bye-law 22). Imported animals entered in the Herd Book will carry the identifying letters IMP and the pedigrees and all relative details, including information on sires of calves imported in utero, will appear at the end of the Herd Book.

5. The breeder of an animal is the owner of the dam at the date of calving or in the case of a calf got by Embryo Transplant, the owner of the recipient cow.

6. All calves must be ear-tagged according to current EU identification regulations by time of intimation and intimated to the Secretary according to the following rules:-

- a). To enter calves in the Herd Book, breeders must intimate them within 27 days either on-line or on the appropriate form which should be obtained in advance from

the Society (see also para. 6(b)). All relevant certificates (see para. 13) and fees (inc. VAT) MUST accompany registration forms. Bull calves intimated within 27 days can be registered up to 6 months of age from the date of birth of the calf for the standard fee. Heifer calves must also be intimated within 27 days of birth but must be registered within 2 months of the date of birth of the heifer calf. A full list of fees and charges is available on the website at [www.aberdeen-angus.co.uk](http://www.aberdeen-angus.co.uk).

b.) All cases of dead-born calves or of calves which for any reason are not to be entered in the Herd Book must be intimated to the Secretary on the appropriate form. Such intimations must be made within 27 days of the date of birth. Late registration of calves, for which full details, including ID Number, have been so intimated, may be accepted on payment of the appropriate late entry fee and subject to a DNA profile of the animal along with its sire and dam being lodged **with the Society**. Later registration of heifer calves which were twinned with a bull and for which full details, including ID number, have been so intimated, will be accepted when she is proven to be in calf on payment of the appropriate late entry fee.

c). Registrations, Intimations or Fees which are incomplete or incorrect when received, will result in all documents being returned to the breeder with an explanation. They must be completed/corrected and resubmitted within a further fourteen days. Failure to respond will result in the registration/s not being accepted

d). While the foregoing rules are designed to apply primarily to home-bred animals, they will also apply where appropriate to imported animals.

7. An animal shall only be entered in the Herd Book by its breeder, or in the case of an imported animal, by its owner

8. Animals entered in the Herd Book under separate ownership by husbands and wives or other family partnerships may be made under the same Herd Name but for all other purposes, such as group prizes at Shows and Sales, they will be considered as being in separate ownerships. Animals entered in the Herd Book by the same owner from different holdings can carry the same Herd Name.

9. Animals showing excessive white markings should not be entered in the Herd Book, and if entered, may be removed from the Herd Book on the instructions of the Council of the Society: (for guidance - normally, white markings are acceptable on females only on the underline behind the navel and on males only on underline behind the prepuce orifice and up to and including the scrotum).

10 (a). Animals showing scurs, whether fixed or moveable, or traces of scurs, will not be accepted for entry in the Herd Book, and if entered unknowingly, may be removed from the Herd Book on the instructions of the Council of the Society.

(b). Animals exhibiting double muscling characteristics (muscular hypertrophy) will not be accepted for entry in the Herd Book, and if entered unknowingly, may be removed

from the Herd Book on the instructions of the Council of the Society. (See guidance note at end of Bye Laws)

If required, the proof of double muscling shall be a combination of visual appearance (phenotype) and scientific gene testing. Such proof shall be instituted by the Council, who shall appoint a veterinary surgeon and a Council member, who is also a member of the Society's panel of judges, to inspect the animal. If both agree that the animal phenotypically shows double muscling characteristics, the Council shall arrange with the owner of the animal to test for the deleted version of the myostatin gene. If the result of such test is that the animal is homozygous for the gene, the animal shall be considered to be double muscled. Costs of such proof shall be borne by the Society.

#### 11. Recessive Genetic Defects

Animals identified as being carriers of Class 1 genetic defects as listed on the Society's website at [www.aberdeen-angus.co.uk](http://www.aberdeen-angus.co.uk) will be ineligible for registration. Any registered animals which are subsequently identified as carriers of such genes will have their carrier status clearly identified on their pedigree certificate. Progeny of such animals will require to have their carrier status determined and identified accordingly.

##### **Class 1 genetic defects:**

Arthrogryposis Multiplex (AM) or Curly Calf Syndrome; Dwarfism; Fawn Calf Syndrome; Mannosidosis; Neuropathic Hydrocephalus (NH); Osteopetrosis (marble bone disease); Syndactyl (mule foot);

Any member who knowingly enters false information in relation to an animal's identity, age or other performance related data will be subject to actions as determined in Article 15 and 15(a) of the Articles of Association of The Aberdeen Angus Cattle Society.

#### **I. Status of Currently Registered Females and Bulls**

**A.** As used herein, the word "currently" in the phrase "currently registered" shall mean that date on which laboratories approved by the Society began to provide a commercial DNA test for the mutation to the membership. With respect to Skeletal Muscle Hypertrophy, that date was 1<sup>st</sup> January 2012.

**B.** All currently registered females and bulls with the impacted genetics in their pedigrees shall remain registered. In other words, their registrations will not be revoked, cancelled or suspended.

**C.** All currently registered females and bulls with the impacted genetics in their pedigrees that are tested and determined to be carriers of the mutation shall remain registered.

#### **II. Resulting Progeny of Carrier Females and Bulls**

All resulting progeny of currently registered carrier females or carrier bulls may be registered without submitting to testing. Notwithstanding such registration, the Society shall place or electronically display a notation on each Aberdeen-Angus Pedigree or any other pedigree displayed electronically.

### **III. Currently Registered Animals Determined to be Affected by the Mutation**

Any animals identified as being homozygous for the mutation, shall therefore be considered to be affected by the defect, and are not eligible for registration under Bye-Law 10(c). In the event that a registered animal is discovered to be affected by the defect, its registration shall be considered null and void, and the Certificate of Registration must be returned to the Society for cancellation.

## **12. A.I. REGULATIONS**

General (applicable to all regulations)

- (a) A Herd Prefix will constitute one ownership.
- (b) Any bull from which semen is drawn for A.I. usage must have a parentage verified DNA profile lodged with the Society.
- (c) All calves got by A.I. and registered with the Society will be designated "got by A.I." in the Herd Book.
- (d) An insemination certificate signed by a qualified inseminator or Veterinary Surgeon must be retained by the breeder and be available for inspection by the Society for a period of two years following the insemination.

### **(e) Sales of Semen**

If an owner of a bull or of semen (where ownership of semen is separate from that of the bull) notifies the Society that the bull is a royalty bull, or the semen is from a royalty bull, as the case may be, then in order to register a calf got by semen from that bull or semen, the appropriate royalty fee must accompany the registration form. If an owner (of bull or semen) does not notify the Society that the bull is a royalty bull it will be assumed that the requirements of this paragraph are dispensed with.

### **(f) Import of Semen**

Subject to the provisions of the relative preceding paragraphs, progeny got by imported semen may be entered in the Herd Book if the donor bull is or could have been entered in the Herd Book in terms of Bye-Law 4. Providing sole ownership of the semen rights in this country can be verified to the satisfaction of the Society, this will be considered one ownership for the purposes of these A.I. regulations.

## **13. Embryo Transplant Regulations**

Registrations of calves got by Embryo Transplants will be accepted subject to the following conditions:

- (a) All other bye-laws regarding Herd Book Registrations must be complied with.
- (b) The breeder must inform the Society in writing beforehand of the intention to carry out each specific embryo transplant and return to the Society along with the relevant fees and within the times fixed by the Society duly completed certificates (on forms to be approved by the Society) as to the identity of all animals concerned, the pregnancy

testing of the recipient cow and the sire verified DNA profiling of the bull, donor cow and, when requested, a parentage verified DNA profile of the resultant calf/calves within three months of such request. If the Council of the Society is not satisfied with any such certificates, the resultant calf will not be eligible for entry in the Herd Book.  
(c) Calves got by embryo transplant and registered with the Society will be designated "got by ET" in the Herd Book.

14. In cases where the breeder of an animal is not the owner of its sire, it is necessary for the breeder to either:

- (a) Comply with para. 11(c) and, where appropriate, 11(d) or
- (b) Obtain a completed Hire or Loan Certificate and forward with registration form.

### 15. Cloning

Any animal which is born as a direct result of cloning technology will not be eligible for entry into the Herd Book. Whilst it is acknowledged that cloned animals are entered into Herd Books of overseas societies, such animals will not be eligible for transfer into the Society's Herd Book. Progeny from such animals whether resulting from natural service, A.I. or E.T. will be eligible for entry into the Herd Book and their pedigree certificate marked accordingly.

16. All animals entered in the Herd Book must be named in accordance with the following rules:

- (a) No names likely to prove misleading to the public shall be admitted into the Herd Book.
- (b) Breeders, prior to making their first entries in the Herd Book, must apply to Council for the copyright of a Herd Name. A Herd Name copyright is the property of the member only during the period of his membership. The name of each registered animal must be prefixed by the Herd Name of its breeder unless otherwise authorised by Council.
- (c) Each animal belongs to the family of its dam, and must be given an individual name in accordance with the practice of naming for that family. The initial letter of such individual name must be one of the approved initial letters of its family as listed in the Herd Book and must not exceed two words. Where an animal is red in colour, the additional word "Red" must be included at the beginning of the individual name.
- (d) All names will include as a suffix a year letter followed by the last three NUMERICS of the animal's official eartag number. No other lineage numbers will be permitted.  
Year letters indicate the calving seasons which date from January 1st to December 31st.  
Year 1st January, 2014, to 31st December, 2015 - Year Letter P.  
Year 1st January, 2015, to 31st December, 2015 - Year Letter R  
and so on. (I, O and Q will not be used).

- (e) The total number of characters (including spaces) in an animal's name must not exceed forty.
- (f) Once an animal has been entered in the Herd Book under a certain name, no change shall be made in that name thereafter.

17. All Changes of Ownership of Aberdeen-Angus cattle must be intimated by the purchaser if such cattle are to be subsequently used for pedigree breeding, in accordance with the following rules:-

(a). The seller shall comply with the procedures detailed in (c) below, if he is selling Aberdeen-Angus cattle for pedigree breeding purposes at a public or private sale. Where it is not indicated at the time of sale that such cattle are being sold for pedigree breeding purposes, it shall be at the discretion of the seller whether or not he subsequently authorises their use for pedigree breeding by complying with the Change of Ownership procedures detailed in (c) below.

(b) Non-Members may register Changes of Ownership.

(c) To register Changes of Ownership of Aberdeen-Angus cattle, the purchaser shall complete the Certificate of Transfer portion on the reverse side of the Certificate of Pedigree, which he shall obtain from the seller as detailed hereinafter, Such Changes in Ownership shall be countersigned by the immediate preceding owner except where the animal is sold by public auction at a sale for which a catalogue has been published and submitted to the Secretary in which it is clearly indicated that such animal is being sold for pedigree breeding purposes, in which case the catalogue lot number and the name and date of the sale shall be inserted in the place provided for the signature of the seller.

The following procedure shall be adopted:-

(i) A Private Sale. The seller shall hand the Certificate of Pedigree to the purchaser at the time of sale. The purchaser shall complete the Certificate of Transfer portion and send it to the Secretary with the appropriate fee.

(ii) A Public Sale. The seller shall lodge the Certificate of Pedigree with the Auctioneers as a condition of entry for the sale.

The Auctioneers will deliver the Certificate to the Society who shall record the Change of Ownership and forward the Certificate to the purchaser, on receipt of the appropriate fee.

The term "Public Sale" in (ii) above refers to a sale at a public auction for which a catalogue has been published and submitted to the Secretary.

18. Herd Records shall be kept, containing the following minimum details relating to each animal in the herd:-

Name, Herd Book Number, Date of Birth, Name and Herd Book Number of Sire, Name and Herd Book Number of Dam. Details, if applicable, of when and where purchased, of when and to whom sold, or date of death.

These records shall be available for inspection at all times by officials of the Society.

19. Council shall have power to instruct a DNA profiling test to be made at any time of any animal entered in the Herd Book and to have the entry in the Herd Book cancelled (it being a condition of acceptance of an entry that the information supplied is accurate) if

said test reveals the entry to be inaccurate, in which event the cost of the said test shall be paid by the Member who instructed the Herd Book entry but if the said test confirms the Herd Book entry to be correct, the cost of the said test shall be met by the Society.

20. All fees must be paid with the forms to which they refer. No registrations will be accepted unless all other fees and current membership subscriptions have been paid.

21. The Council shall be at liberty to include reports made to them by any official of the Society or officer of the Department of Agriculture (or appropriate body) in Scotland, England & Wales, Northern Ireland and Republic of Ireland among the sources of information as to any suspected failure by a breeder in the observance of any of the Bye-Laws heretofore.

22. Animals showing excessive white markings or scurs (or traces of scurs) should not be exhibited in the pure-bred section of any Show.

23. If a herd is advertised and sold as a dispersal, the Herd name may not be used thereafter for entries into the Herd Book without permission of the Council.

**(Guidance Note re Bye-Law 4)**

The following are the documents currently required to register transfers in the Aberdeen-Angus Cattle Society Herd Book from an overseas Society.

Breeders are strongly advised to obtain and lodge with the Society all documents before shipment, as the UK Customs authorities require that imported pedigree cattle be registered with this Society, or the animals will be classified for duty purposes on arrival.

(a) A Five Generation Certificate of Pedigree certified as correct by the Society which registered the bull.

(b) A Certificate of Approval for Export from the overseas Society stating that so far as is known the pedigree of the animal is free from, and the animal itself is not a possible carrier of, any genetic defects.

(c) A DNA profile Certificate

(d) A satisfactory DNA profiled parentage verification. If, for a bona fide reason, this is not possible, the Society with which the animal is registered must supply a certificate of explanation.

**Cows and Heifers**

As above and, if in calf, service details from the overseas Society, a Certified Four Generation Pedigree Certificate and a sire verified DNA profile certificate for the service sire.

**Embryos**

- (a) A four Generation Certificate of Pedigree of both sire and dam with a Certificate from the overseas Society that it approves of both sire and dam and that their pedigrees are free from any known genetic defects.
- (b) A sire verified DNA profile certificate for both sire and dam.
- (c) Certificates from owner of cow if natural service used, or by A.I. technician if A.I. used, certifying dates of service, tattoo ID number of cow, name and number of bull.
- (d) Certificates from ET unit making collection, certifying date of collection, tattoo ID number of cow, number of viable embryos recovered, number of embryos frozen for export and their reference number.

The relevant Society forms and requirements relating to implantation, pregnancy testing and registration will apply.

Where relevant, Bye-Law 12 (a) to (d) will apply.

### **Guidance Note re Bye Law 10(b)**

#### **Double Muscling Characteristics:**

1. Increased development of the hindquarter, accentuated in appearance by a groove between the major muscles and a rounded ham appearance.
2. Thick, open shoulders.
3. An unusually wide, stretched stance with the front and hind legs extended, generally creating a swayback appearance.
4. Lean, trim appearance often with a cylindrical middle and tucked up flank.
5. Fine bone.
6. Short tail.
7. Small testes.
8. Tail set forward on top of rump.

### **SUPPLEMENTARY REGISTER REGULATIONS**

The owner of a female ("the base female") which is not registered in the Herd Book may have the female progeny of such female upgraded to a standard acceptable for registration in the Herd Book subject to the following rules:-

- (i) The base female and her daughters and grand-daughters shall be entered in a Supplementary Register and only the great grand-daughters of the base female shall be eligible for registration in the Herd Book.
- (ii) The base female may be of no known origin, but if so, must be polled, of an obvious beef type, physically correct in all respects, mainly black - defined as allowing some white, but not excessive white, below the underline and only a small amount of white elsewhere. Alternatively, if certified by its breeder as being by or out of a named registered Aberdeen-Angus, must be polled, of obvious beef type and physically correct in all respects.
- (iii) The base female and her daughters and grand-daughters must be approved by a Society-appointed inspector before acceptance into the Supplementary Register and the daughters and grand-daughters must be sired by a bull which is registered in the Herd



Book. The great-grand daughters of the base female will likewise require to be approved before registration in the Herd Book and must also be sired by a bull which is registered in the Herd Book.

A member aggrieved by the decision of the Society-appointed inspector may appeal against the decision to a Committee of not less than three members of the Society appointed by the Council of the Society. The decision of such committee shall be final and whether or not the appeal is successful, all costs of the appeal shall be paid by the appellant.

(iv) Registration will only be accepted from fully paid-up members of the Aberdeen-Angus Cattle Society.

(v) Members intending to register females in the Supplementary Register must intimate their intention to the Secretary at least six months before their initial base female is due to calf.

Participants will be responsible for all inspectors' fees at cost and an entrance fee will be payable for each female registered. The entrance fee will not be less than that payable to register females in the Herd Book.

### **Base Female (X)**

(vi) Must be 15 months or over at time of inspection and double-tagged with an EU style ID number or tattooed with a number allocated by the Secretary.

### **1st Generation Female (Y)**

(vii) To be ear-tagged according to current EU identification regulations and registered with the appropriate fee within two months of the date of birth. Colour to be breed standard, polled and physically correct.

To be inspected between 12 and 18 months of age and prior to mating. Failure to pass inspection will result in de-registration or reverting to stage X.

### **2nd Generation Female (Z)**

(viii) As para. (vii).

### **3rd Generation Female (Herd Book)**

(ix) As para. (viii). To be identified in Herd Book with (S) after the individual name.

(x) All male calves from females in the supplementary register must be steered and births intimated within two months of the date of birth.

## **OFFICIAL SALE RULES**

All Aberdeen-Angus animals exposed for sale held under the auspices of the Aberdeen-Angus Cattle Society, hereinafter called "the Society", shall be sold subject to and in accordance with the following rules:

(1) The consignor must be a member of the Society. All animals must be ear-tagged according to current EU identification regulations. In the case of imported animals, they must have been registered in the Herd Book of the country of origin and entered in the Society's Herd Book.

(2) Should any dispute arise as to the identification in the Society's Herd Book of any animal exposed for sale or as to the pedigree of any such animal, such dispute should be referred to the Council of the Society or such sub-committee as the Council may appoint as arbiters and their decision shall be final.

(3) The Council of the Society may, prior to any sale, nominate and appoint a Panel to inspect the animals forward at the sale, in order to ascertain that such animals are fit for inclusion in the sale. The members so appointed shall, in consultation with the Auctioneers, be the sole judges as to whether or not the animals may be included in the sale and shall have the power to debar from the sale any animal which they consider is not of a fit standard. No consignor will have any claim for damages in respect of any animal which is rejected under this rule.

N.B. All animals (except in the case of bona fide dispersals) may be subject to pre-sale inspections by the Aberdeen-Angus Cattle Society in order to establish identity and to provide a minimum standard. Such inspections, however, do not imply any liability or warranty by The Aberdeen-Angus Cattle Society for animals sold, such liability remains the responsibility of the vendor. Animals are sold with all patent defects and any subsequent claim is against the vendor and not The Aberdeen-Angus Cattle Society.

#### **CONDITIONS OF ENTRY**

(1) All entries are subject to the Society's male and female warranties.

(2) Members who enter cattle for Sale in the Catalogue and who do not present their animals will be subject to **such fines as determined by the Society's official auctioneers from time to time**. Reasonable grounds for withdrawal will, if accepted, eliminate the member from such a fine.

(3) Animals entered in the Catalogue must be offered for sale through the ring unless rejected by the Stewards or the Society-appointed Panel of Inspectors.

(4) Prize money will be forfeit on any prize-winning animal which is not sold in the official Pedigree Sale.

(5) Any Female which has been used as a donor for Ovum Transplant purposes must be declared.

(6) Any Female which has had a Caesarean operation must be declared.

(7) Retention of ova must be declared.

(8) Bull semen retention must be declared.

(9) The appointed Stewards have been instructed to reject any animal which is not controllable by normal means at any time whilst in the Show and Sale premises.

Exhibitors are responsible for their cattle throughout the Show and Sale period of the breed.

(10) All cattle presented may be subject to inspection for identity, veterinary approval suitable standard, and weighing and measuring by officers appointed by the Society prior to the event at a time to be advertised.

(11) Any doubt on identity will automatically debar an animal from the show and sale. If the vet considers the animal to be carrying a heritable genetic or phenotypic condition which in his opinion is detrimental to the integrity of the breed then that animal will

automatically be debarred from the Show and Sale and the Society will not register any progeny from that animal.

(12) As from January 2011 cattle entered for all official Society sales centres must come from herds which are BVD accredited, in which case, such animals will require to be BVD vaccinated within twelve months prior to the date of the sale. If the animals entered are not BVD accredited herds then they will require to be tested for BVD antigen and vaccinated against BVD prior to the sale. Furthermore, all cattle entered must come from herds which are annually testing for Johnes disease in a CHeCS Approved Health Scheme or from Johnes accredited herds.

(13) The use of drugs is totally banned, as undernoted:-

- 1) Preparation for Sale. Any drug which would affect weight for age, conformation, or growth of hair.
- 2) Presentation for Sale. Any drug which would affect soundness or temperament at inspection, judging or Auction Sale.

The Society reserves the absolute right to take blood samples from any animal presented at Shows and Sales, and to have the sample independently analysed at a certified laboratory. If any unauthorised drugs have been used, or treatment given without Veterinary certification having been provided, or without a declaration having been made to the Auctioneers, the exhibitor will be reported to the Council of the Breed Society. In any event, the offending entry will be banned from the Show/Sale.

(14) Access to parents for DNA profiling (affecting animals not DNA profiled in proof of parentage). The Vendor must provide access to the purchaser to prove the parentage of any sale animal by DNA profiling provided:-

- 1) that the request is made in writing to the Society Office within one calendar month of the date of the Sale.
- 2) that the tests are carried out at the Purchaser's expense.
- 3) that the sire and dam are alive, and the vendor has access to the parents if they are not in his ownership.

(15) Animals affected by contagious diseases i.e. warts, mange, ringworm, etc, will not be accepted for sale unless accompanied by a Veterinary Certificate indicating that treatment has been given and the condition is no longer contagious.

- (16) (a) All bulls must have a nose-ring.  
(b) Certificates of Pedigree must accompany each entry.

(17) White markings must not be disguised.

## **CONDITIONS OF SALE**

### **A. SALE**

(1) All animals exposed for sale must be bona fide property of the vendors at the time of the sale and free of all liens, charges and encumbrances.

(2) The highest bidder shall be declared the purchaser (subject to Rule A. (3) The auctioneers reserve the right to refuse any bid without giving a reason for doing so. All cattle will be sold in guineas.

(3) The vendor has the right to fix a reserve price and to announce such price before, during or at the conclusion of the bidding. The right to bid by or on behalf of the vendor in terms of the current Sale of Goods Act is expressly reserved. The vendor, or his duly authorised representative, must be with the auctioneer at the sale of the catalogued animal to accept or reject the final bid.

(4) Each animal forward at the sale must be exposed for sale by auction before any private sale shall be permitted or recognised by the Auctioneers.

(5) Immediately after the sale of an animal the price thereof shall be paid by the purchaser in cash to the Auctioneers. On the price being paid the purchaser shall receive from the Auctioneers a written removal order and shall at his own expense remove the animal within one day of the sale or within such period as may be laid down by the Auctioneers at the commencement of the Sale. No animal shall be removed without the Auctioneers' written removal order and any animal so removed shall be recovered by the Auctioneers summarily without any further warrant.

(6) In the event of any purchaser not paying for and not removing the animal purchased in compliance with Rule A. (5) hereof the Auctioneers in their sole discretion may, without the consent of the vendor, either (a) sue the purchaser either in their own name or in the name of the vendor for the price and interest thereon at the rate of 2% per annum above current Bank of Scotland Base Rate, and for the keep of, and other expense incurred by them in connection with such animal or (b) re-sell the animal either publicly or privately and on behalf of the vendor recover from the defaulting purchaser the deficiency (if any) attending such re-sale and interest thereon as aforesaid together with the keep and all other expenses. The defaulting purchaser shall have no right to object to the action taken by the auctioneers. In the event of there being any surplus after paying interest, keep and other expenses as aforesaid, such surplus shall be paid to the defaulting purchaser.

(7) Immediately after the purchase of each animal is declared, the risk of the animal shall pass to the purchaser, but until the price is paid the right of property shall not pass and delivery of the animal may be suspended.

(8) In the case of animals sold privately within the premises of the auctioneers the risk and the passing of the property thereof shall be governed by the bargain made between the parties and Rule A(7) shall not apply thereto. Animals withdrawn from the auction may be sold by private treaty on the auction premises. Private sales will be held to the vendors' guarantees of fertility and must be put through the Official Auction record by the appointed Auctioneers.

(9) No undertaking by the Auctioneers or their servants to take charge of any animal after the sale or to forward it to its destination shall be held to impose upon the Auctioneers any legal obligation or invalidate any of these rules.

(10) No liability whatsoever is undertaken by the Auctioneers for the accuracy or otherwise of the statements appearing in the catalogue or made at the sale. The vendor is responsible for such statements and for any error, omission or misstatement.

(11) (a) If a bull from which semen has been stored is offered for sale, it must be stated in the catalogue (and if different circumstances have arisen since the catalogue was printed, the correct and up-to-date circumstances must be announced from the Auctioneer's rostrum at time of sale) whether the semen so stored is to pass with the ownership of the bull or whether it is to be retained by the vendor. If it is retained by the vendor, then he

must declare if he is reserving the right to sell or gift such semen for pedigree and/or commercial use. If such declaration fails to be made it will be assumed that any semen retained is for the vendor's own use only and cannot be sold or gifted for pedigree or commercial use.

(b) If a female in calf to a royalty bull is offered for sale, it must be stated in the catalogue (and if different circumstances have arisen since the catalogue was printed, the correct and up-to-date circumstances must be announced from the Auctioneer's rostrum at time of sale) whether the payment of the royalty for the subsequent registration of the unborn calf will be the responsibility of the vendor or the vendee. If such declaration fails to be made it will be assumed that payment of the royalty will be the responsibility of the vendor.

(12) If a female is offered for sale as being in-calf and/or with calf at foot, it is the responsibility of the vendor to ensure that a sire verified DNA profile of the service sire/s is lodged with the Society before the date of sale. If a calf at foot is not registered at time of sale, subject to current herd book registration bye laws, the vendor must state if registration is permissible at the expense of the purchaser.

(13) If a female offered for sale through a Society auction has been used as an embryo donor the fact that she has been flushed must be stated in the catalogue along with the number of embryos collected, complete with their sire/sires up to the time of the donor being offered for sale. Within the contract for sale of the female, the Seller must expressly state the number of embryos which they intend to retain for use within their own herd (if any) and the number of embryos which they intend to retain for resale purposes (if any).

(14) In the event of a female carrying a transferred embryo being offered for sale, the number of embryos collected at the same time as that carried by the female entered for sale must be stated in the catalogue.

(15) Apart from the Bull and Female breeding warranties printed in the catalogue or others specifically given by the vendor in the catalogue or made at the sale, animals are sold subject to their condition and to all faults, excepting the case of animals suffering from total or partial blindness.

(16) Should any animal be sold subject to passing tests or re-tests, full details of those must be declared by the vendor to the Auctioneers prior to sale. The bargain shall not be deemed to be concluded until the result of such tests/re-tests are notified to the Auctioneers.

(17) No Rosettes or Sashes won at other Shows or Tests to be affixed to Show animals.

## **B. COMMISSION**

(1) The Auctioneers shall charge and deduct commission of 6.5p per £1.05 (1.5p of which shall be paid by them to the Society) from the price of all animals sold, including those which may be sold privately in their premises at the time of the sale.

(2) The Auctioneers shall be entitled to charge against the vendor one percent on the price bid or £25 per animal whichever is the greater on all animals put through the sale ring and withdrawn.

(3) The Auctioneers shall not be entitled to charge commission on animals sold which fail a re-test (Sale Rule A 15), but shall be entitled to make a charge against the owner of £25 per animal in respect of cataloguing, etc.

### **C. GENERAL**

(1) Without prejudice to the foregoing rules, it is hereby expressly declared that the vendor by selling and the purchaser by purchasing any animal shall be bound by the above rules notwithstanding the terms of any statutory enactment or custom of trade to the contrary.

(2) The Auctioneer is Judge of the Sale, to whom all disputes and differences of any kind which may arise at and in relation to the Auction, either between vendors and bidders or among the bidders themselves, shall be referred and his decision shall be final and binding on all parties.

(3) Any dispute as to any matter for the settlement of which no provision is made in these rules shall be referred to an Arbiter or Arbiters to be appointed, failing agreement between or amongst the parties, by the Auctioneers. The decision of the Arbiters so appointed shall be final and binding on all parties to the dispute. Any Arbitration under this Clause shall be subject to the provision of the Arbitration Act for the time being in force in Scotland if the sale was in Scotland or in England if the sale was in England and shall be deemed to be a reference to Arbitration thereunder.

(4) In the foregoing rules, the word "animal" shall be held to include dam and a calf when sold together.

### **BREEDING WARRANTIES**

At auction sales, other than dispersals, held under the auspices of the Aberdeen-Angus Cattle Society, the Bull Breeding Warranty of The Aberdeen-Angus Cattle Society will apply. Full information is available from the Society on 01738 622477.

**FEES & CHARGES** current information available online at [www.aberdeen-angus.co.uk](http://www.aberdeen-angus.co.uk)