Legal and veterinary journal

A look at a few equestrian cases recently won by EEL

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Rather than an article about a specific topic related to equine law, this time we have decided to report on several legal matters our office has resolved successfully.

Intentional concealment of a neurectomy by the seller of a Grand Prix jumper

The first case involves the sale of a rather expensive jumper for which it was later determined that the horse had undergone a neurectomy in the past. A jumper purchased by one of European Equine Lawyers (EEL)'s foreign clients for over EURO 300,000 was not yet active in the international jumping sport at the time.

The buyer's goal for the horse was in fact to allow it to once again compete at an international level with a new rider. When the horse became lame shortly after the purchase, further investigation showed that it had undergone a neurectomy in the past. The procedure had however been performed in such a way that the scars only became visible after the horse had been shaved completely, something that could not have been detected during the pre-purchase examination. According to FEI regulations, a horse that has undergone a neurectomy may not compete in shows. The horse had therefore become completely unusable for the buyer's purposes once it became clear that it had undergone a neurectomy in the past.

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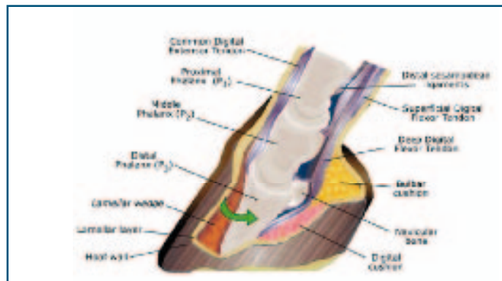
After attempts at out-of-court settlements had failed, the buyer decided to take judicial action and instituted interlocutory proceedings against the seller with the District Court of Rotterdam. This was a success; within a period of three months, the buyer was rewarded with a decision in his favour! The buyer had gathered sufficient medical records showing that the horse had undergone a neurectomy prior to the purchase. Moreover, the seller had owned the horse since it was a foal, so the buyer adopted the position that the seller had to have been knowledgeable about the neurectomy, and had deliberately withheld this information.

According to the buyer, this was a clear case of deception. Naturally the court did not accept the argument put forward by the selling party that the horse could still compete in shows. The court decided in the buyer's favour, and did in fact rule that deception had been involved. As a result of the decision, the buyer was told to return the horse, and the seller was ordered to refund the purchase price in full. We can only hope now that the horse will not once again be used to compete in jumping competitions...

Intentional concealment of recent laminitis in the sale of a dressage horse



The following matter involves a judgment rendered by the Court of Appeal in Leeuwarden. In this case, one of EEL's Dutch clients purchased an experienced dressage horse from a dressage stable, and then resold it immediately to a foreign client.

The purchase price was EURO 65,000. During the pre-purchase examination, it emerged that the horse had had laminitis at a young age, as a result of which a rotation of the coffin bone had developed. Since the seller reported that this had happened when the horse was three years old and it had never developed lameness as a result, this observation should not represent an obstacle to the sale. After all, with special feed and a modified shoe, this condition could be kept in check. However, the seller's statement appeared to be inaccurate. One year before the creation of the contract of sale, the horse had actually had laminitis for the second time, and the veterinarian had indicated at that time that the horse was no longer suitable for competing in the dressage sport as a result of this chronic laminitis. The seller had therefore intentionally concealed this crucial fact from the buyer.

Since the horse had already been sold to a buyer abroad at the time this fact was made known, and the costs of transport to the Netherlands were too high, the buyer did not demand a refund of the full purchase price, only the decrease in the horse's value as a result of this condition, plus the expenses and interest he had incurred. Also an interesting broodmare, the horse was valued by an appraiser at EURO 20,000. The decrease in value was therefore EUR 45,000.

The Court ruled that by failing to report the second incidence of laminitis, a condition which it had been established that the seller had in fact been aware of, the seller had violated its disclosure obligation. The Court had already established the presence of deception in the transaction, and now the Court was also awarding the claim based on error, and ordered the seller to pay the amount of the decrease in value plus the costs of the proceedings, thereby raising the claim to approximately EURO 80,000.

Sale of lorry for which the odometer had been tampered with

The last case we would like to discuss involves a transaction involving a horse lorry. One of EEL's German clients purchased a horse lorry for over EURO 60,000 from a company that manufactures these vehicles. This lorry with a new horsebox for the horses was reputed to have 210,000 km on the odometer.

This number was also shown on the odometer's display. When, approximately one year after the purchase and after the vehicle was driven an additional 30,000 km, a prospective buyer expressed interest in the lorry, and an inspection was carried out at a Mercedes dealer in Germany. This inspection proved that the lorry in fact already had 511,000 km on the odometer. The odometer reading had therefore been tampered with.

For this reason, EEL's client wanted to dissolve the contract of sale with the lorry manufacturer, concluded one year prior, but the latter refused to cooperate with the dissolution. Given it had already been established prior to the proceedings that at the time EEL's client purchased the lorry, it already had not 210,000 but 511,000 km on the odometer, it was clear that the horse lorry did not satisfy the terms of the contract of sale at the time of purchase. In interlocutory proceedings, the District Court of Den Bosch therefore ruled in favour of the buyer who based his claim on default, as a result of which the lorry was to be returned to the lorry manufacturer who was ordered to refund EEL's client the purchase price. <<

EUROPEAN EQUINE LAWYERS

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.

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