

## **CONDITIONS OF SALE for PEDIGEREE BULLS**

- 1. All bulls are engaged sound. Bulls one year old and over are engaged to serve, bulls two years old and over are engaged fruitful, except where otherwise announced at the time of sale and entered in the sale book, vendor and purchaser shall be bound by such entry. All bulls shall have two fully developed testicles in the scrotum and are engaged not wicked. If any animal is not up to these engagements notice in writing together with a Veterinary Surgeon's Certificate must be received by the auctioneers within twelve days from the date of Sale.**
- 2. The highest approved bidder shall be the purchaser, and if any dispute arises as to any bid, the lot in dispute shall be put up again and resold or the auctioneers may declare the purchaser.**
- 3. Purchasers, on being declared, are to give their names, addresses and herd number and if required pay 25% as deposit in part payment or the hole of the purchase money immediately at the fall of the hammer.**
- 4. The animals will be sold in euro with auction fees to be charged to purchasers, being 5% commission that will be charged on all sales.**
- 5. All lots will become the absolute property of the purchaser from the fall of the hammer and must be paid for in full, immediately after the sale and removed with all faults and errors of description at the close of the sale.**
- 6. No lot may on any account be removed during the time of sale without written permission from the auctioneers and all lots must be paid for before removal.**
- 7. The auctioneers act as agents for the vendors and any action taken by the purchaser must be against the vendor and not against the auctioneers and vice-versa. The pedigree of each animal is given by the vendor, but every animal will be sold subject to all faults and errors of description.**
- 8. Purchasers not complying with these conditions will be liable to have their lots resold by public auction or private treaty at the option of the auctioneers, the deposit fully forfeited and the deficiency arising on such a resale. With all expenses attending such resale, to be made good by the defaulter at this present sale as and for liquidated damages, but the defaulter shall not get the benefit if any increase in price should result from such a resale.**
- 9. Vendors of bulls at this sale are responsible to have such animals fully entered in the Herd Book.**
- 10. In the event of the auctioneers being unable to deliver any lot or lots, from any cause whatsoever, they shall repay the purchaser the sale price of such lot or lots only and they shall not be liable for any claim for loss of profit.**

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- 11. All animals must be put up for auction in the order set out herein. If any animal is unsold in the ring and subsequently sold during or after the sale such subsequent sale must be made through the auctioneers, and if sold privately, without acquainting the auctioneers, the parties may be debarred from future sales.**
  - 12. Vendors must supply to purchasers a nose ring and a lead for bulls or it will be provided by the auctioneers at the vendor's expense.**
  - 13. The auctioneers reserve the right to make any changes that may be considered necessary in the particulars as furnished by the vendors. The auctioneers have the catalogue as complete as possible and in accordance with the particulars given on the entry forms, but it is a condition of entry that the auctioneers or their officers cannot be held responsible for any errors or omissions which may occur for any reason whatsoever in the catalogue.**
  - 14. Vendors of all pedigree animals must hand Pedigree Certificates and Identity Cards to the auctioneers on entering the sale-yard. The auctioneers reserve the right to withhold payment to vendors until they received same for each bull sold.**
  - 15. Vendors alone are responsible for any damage, loss or injury caused by unmanageable animals. The auctioneers accept no responsibility.**
  - 16. The auctioneers or mart proprietors accept no responsibility whatsoever for animals left overnight on the premises. No animal shall be left overnight unless permission is given by Auctioneers.**
  - 17. All animals are held entirely at the owners risk and no liability shall attach to the company for loss or injury to such animals or caused by such animals regardless of how such injury or loss may be caused.**
  - 18. The Auctioneers reserve the right to refuse the bid of any person, or to withdraw any lot for which the bidding is considered insufficient.**
  - 19. Bidding by or on behalf of the Vendor is not permitted.**
  - 20. The Auctioneers reserve the right to refuse admission, as this is a commercial property all persons entering here-on must be in possession of a Department of Agriculture issued herd number. If you do not have a herd number you can be removed from the property.**
  - 21. No responsibility is accepted by the Auctioneers for any damage or injury caused by animals in Sales-yard or precincts thereof.**
- Signed: The Directors and Management of TIPPERARY CATTLE MARKET LTD., Davis St., Tipperary***