

Selling a horse?

We explain the legal issues to consider when selling a horse, with advice from the experts at HorseSolicitor

The legal issues that need to be considered when selling a horse vary depending on whether or not the horse is being sold in the course of business or by a private seller.

When selling a horse in the course of business, the Sale of Goods Act 1979 imposes terms that require the horse to be fit for purpose and of satisfactory quality. This means that if a buyer can prove that the horse is not fit for purpose the seller is legally obliged to refund the financial losses that have been incurred by the buyer as a result of the sale. This will include but not be limited to the purchase price. Under the Act for example a horse could be returned to the seller if it was purchased for show jumping but it transpired that it suffered from a pre-existing back condition that prevented it from performing. The buyer would need to prove that the horse is not of satisfactory quality by obtaining a veterinary report, the cost of which could be added to the claim against the seller. The veterinary expert would only need to state that on the balance of probabilities the injury pre-dated the purchase.

When selling a horse in a private sale it is up to the buyer to check that the horse is of satisfactory quality. As the seller you do not have to disclose known defects but you must not mislead the buyer in any way by misrepresenting the horse. If the buyer can show that a statement was made by the seller that was false or misleading, that the seller made the statement to induce a sale and that had the seller not made said statement the buyer would not have purchased the horse then the buyer will have a claim against the seller for misrepresentation.

The seller does not have to make a statement in order to mislead however. If the buyer tells the seller that they want the horse as a quite hack because they are a novice and the seller is aware that the horse can be strong and requires a competent rider then there is a legal



IT'S ADVISABLE TO HAVE A WRITTEN AGREEMENT

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duty to disclose this to the buyer. As such remaining silent can give rise to a claim for misrepresentation. At HorseSolicitor we have dealt with a number of cases in which the rider has been over horsed.

If misrepresentation is proven and the horse has caused injury the seller may have to meet a compensation claim.

The seller in the course of a private sale also needs to ensure that the horse is as described as per Section 13 of the Sale of Goods Act. It is therefore important to ensure that the advertisement placed accurately depicts the horse that is being sold in terms of its age, size, history, ability and temperament.

There are also occasions where a private seller would have a duty to disclose information in the course of a private sale without being asked. This would occur if the person selling the horse is known to the buyer and has a relationship in which trust is assumed. In these circumstances a fiduciary duty can be implied.

The seller should insist on the buyer riding the horse to ensure that it cannot be returned under the Distance Selling Regulations. The Distance Selling Regulations enables a buyer to return a horse with no valid reason.

Insisting on the buyer meeting the horse prior to sale also enables them to ride the horse and assess whether or not it is for them. If someone is buying a horse for a specific purpose such as for dressage or jumping they should ride it in an arena or go over a few jumps. By meeting the horse the buyer is given the opportunity to gain an insight to the horse's temperament and this can help to avoid disputes after sale.

Whether you are selling in the course of business or privately it is always advisable to have a written agreement that documents all of the existing issues that the horse has.

The document should give a detailed description of the horse that is being sold. It should include details of the horse's age, vices, temperament, ability, history and any ailments that it has. Both parties should sign the document and the seller should answer honestly all questions that the buyer has about the horse. **HD**

To sell your horse or horsebox fast, go to www.horsedeals.co.uk or scan the QR code.



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Advice given by Hanna Campbell of HorseSolicitor.

HorseSolicitor specialises in Personal Injury and Veterinary Negligence Claims. If you wish to discuss a potential claim call HorseSolicitor on 01446 794196

