

# Canadian Blonde d'Aquitaine Association – Code of Ethics

(Adopted as of May 26, 1976)

## FORWARD

This Code is designed to give equitable treatment to both buyer and seller alike and to create and justify buyer confidence in Blonde d'Aquitaine sales. The complete Code together with a glossary of terms commonly used, with their definitions, are given herein so that all members of the C.B.d.A.A. may become familiar with it. Based on the premise that the buyer is entitled to get value received, it does not contain anything that the responsible breeder does not adhere to in his everyday private treaty and auction sale practices.

## A. GLOSSARY

1. Open  
This is a virgin heifer that has never been exposed to a bull either through Natural service or artificial insemination or in the case of a cow, she has not been exposed to a bull either through natural service or artificial insemination since the birth of her last calf.
2. Bred  
Female is known to have been served by a bull either by natural breeding or artificial insemination, but does not guarantee that this female is safe to that service.
3. Pasture Bred  
Female has been running in the pasture with the bull and has been exposed for the time stated, but does not necessarily mean that this female is safe in calf.
4. Safe in Calf  
Female has been declared pregnant by a competent licensed veterinarian or is declared by the seller to be carrying a calf at the time of the sale. This does not guarantee a live calf at birth or that the calf is not, or will not be mummified.
5. Fertility Tested  
Bull's semen has been tested by a competent, licensed veterinarian or is declared by the seller to be carrying a calf at the time of the sale. This does not guarantee a live calf at birth or that the calf is not, or will not be mummified.
6. Breeder  
The Owner or Lessee of the dam at the time the dam was serviced.
7. Owner  
The individual, partnership, or corporation in whose name an animal is registered.

## B. BREEDING GUARANTEE

1. All guarantees are between the buyer and the seller.
2. The C.B,d'.A.A. shall not be liable for any guarantees given by a seller of Blonde d'Aquitaine cattle.

### 3. Bulls

All bulls offered, except calves at side, must be guaranteed breeders irrespective of age. All bulls, after reaching the age of 15 months, must be capable of settling 7 head or 75% of the eligible normal healthy breeding age females he is run with for a 90 day period, whichever is the lesser.

No guarantee regarding the freezing ability of a bull's semen is made or implied on the sale of a bull unless covered specifically in a written contract.

In the case of a complaint regarding a bull's breeding guarantee, the buyer should report the same in writing to the seller, enclosing a report prepared by a licensed veterinarian within six months of purchase or the time the bull reached the age of 15 months, whichever last occurs. The bull should be returned to the seller at the buyer's expense. The seller may replace the bull with a bull of equal quality or refund the purchase price of the bull, or he may attempt to prove the bull a breeder under the terms of this clause within 6 months, provided he should be returned to the buyer at the buyer's expense. If he is not proven to be a breeder then replacement or refund is mandatory.

### 4. Females

All females except calves at side are guaranteed to be breeders. If at the end of 6 months, after proper exposure, the buyer is unable to get a female settled, after first notifying the seller in writing, he may return the animal at the buyer's expense to the seller. The seller, at his option, may replace the female with one of equal quality, refund the purchase price or he may elect to prove her to be a breeder. He has six months to do so. If he fails to get her settled, replacement or refund becomes mandatory. The exception to this rule is young open heifers under 18 months of age. If not settled by that time, procedure is the same as with open cows. The breeding time in both instances may be extended by mutual agreement, but the purchaser must notify the seller within 30 days after the expiration of the 6 month breeding time for cows, and the 21 month age limit on young heifers. Should a female be placed in a veterinary laboratory or other facility for the purpose of ovum transplant, all guarantees are void.

### 5. Suckling Calves

All suckling calves are assumed to be given to the purchaser and no guarantee of any kind applies to these calves. Calves at side also serve as evidence that the mother cow is a breeder without further guarantee, provided, however, that the calf is less than 6 months old. In the event of a calf at side which is older than 6 months, the cow must be guaranteed to breed.

6. If a female is sold as being "safe in calf" at the time she is sold, this is an asset that is reflected in the sale price. If it proves to be in error, seller owes buyer an adjustment. Sire must be as represented, if not, replacement or refund is mandatory.

7. If a female is sold as open at the time she is sold, and the female is proven either by palpation or the birth of a calf to have been bred prior to the sale date, seller owes buyer an adjustment. In such a case the buyer should notify the seller when he becomes aware of the pregnancy.
8. If any question is raised as to the parentage of an animal it will be settled by blood-typing. Blood samples will be taken by a licensed veterinarian of the animal in question and of its sire and dam. A verification of parentage test will be made by the C.B.d'.A.A. approved serology laboratory. These tests will be paid for by the buyer. If the animal is found to be not as indicated on the pedigree, the seller will reimburse the buyer for the tests and an adjustment or replacement of an animal, satisfactory to the buyer, or a refund of the purchase price becomes mandatory.
9. In the event of injury to or sickness of an animal, or serious nutritional deficiency which may have had a detrimental effect on the animal's breeding ability after the date of purchase, the breeding guarantee on that animal may become null and void. A claim made under this provision should be supported with a report by a licensed veterinarian.
10. Under no circumstances will a seller be liable for more than the purchase price of the animals.

## C. STANDARD PRACTICES

(For A C.B.d'.A.A. Certified Auction Sale)

1. Animals in the ring must be sold if one legitimate bid is offered.
2. Any animal listed in the catalogue should not be sold prior to the sale. Consignment and bidding beyond some previous agreed purchase price for publicity purposes shall not be allowed.
3. Animals that have been scratched for any reason: announcement to that effect should be made before sale starts.
4. Private agreement, including other animals not in the sale, to justify the bid price or other under the table practices will not be permitted.
5. No buy-backs, the Owner of an animal or his agent is prohibited from purchasing it because the bid price is lower than he expected.
6. Credit sales should be arranged prior to the sale with the Owner or Sales Manager, provided the Sales Manager has authority from the Owner.
7. All animals entered in the sale must be sold as listed in the catalogue or announced from the ring before bidding starts. Splitting pairs of groups after bidding starts (cow and calf for example) is prohibited except at the request of a buyer at ringside and with the agreement of the seller.

8. Sales Managers or Owners conducting their own private sale are responsible for any statements, made in the ring by the auctioneer, that are not authorized or are contrary to information given in the catalogue. It is recommended that all sales be taped or recorded for future reference.
9. Substitute or extra animals changed or added to the sale, their pedigrees and any other pertinent information, shall be made available to prospective purchasers at the start of the sale.
10. Barren cows (or cows that have not had a calf in the past 24 months) must not be entered in any sale. Open heifers older than 24 months of age should not be entered in any sale. Heifers bred under 13 months of age should not be entered in any sale.
11. All animals sold must be transferred to their new Owner and application for the transfer promptly mailed to the C.B.d'.A.A. office by the seller.
12. It shall be the obligation of the Owner and Sales Manager to verify that all animals are permanently identified by holding brand or tattoo in accordance with C.B.d'.A.A. rules and regulations.
13. The Sales Manager should announce before the sale if he has mailed or telegraphed or order bids, and if any animals are sold to mailed, telegraphed or order bid, the name of the successful bidder must be announced.
14. All bidding disputes will be settled by the auctioneer in as equitable a manner as possible and his decision is final. Announcements from the ring take precedence over any printed matter in the catalogue.
15. Unethical tampering with any animal, by any devices or drugs which affect the physical appearance, presentation or disposition of the animal, is prohibited.
16. Breeding Guarantees: Those contained in Section 'B' of this code must be used as minimum standards.

## D. BUYER'S RESPONSIBILITY

The buyers themselves have some responsibility to ensure the proper conduct of a sale whether private treaty or at a public auction. They should become familiar with this Code of Ethics and Glossary of Terms. It is the buyer's responsibility to ensure himself that the member from whom he chooses to buy cattle adheres to this Code of Ethics in his sales, both private treaty and public auction. In accordance with this Code, announcements from the ring will take precedence over any printed matter. Buyers should listen carefully to all announcements made by the auctioneer, Sales Manager or Owner governing the sale, and specific announcements made on individual animals. If any animal is returned to the Owner for any reason, the purchaser will be bound by the same health requirements that governed the seller. Returned animals must also be in reasonably good pasture condition. Determination of any animal's eligibility to be shipped into his home are (is) the responsibility of the buyer.

## E. SELLER'S RESPONSIBILITY

1. All animals sold as exportable must have all tests and vaccinations required by the country of importation with verifying paperwork signed and valid. Any animal that is sold as exportable but the necessary health standards have not been met, the seller shall be obligated to meet the export standards.
2. Transfer papers shall be processed within sixty (60) days of the sale of an animal.

## F. GRIEVANCE CASES

1. The C.B.d'.A.A. shall not take any stand or become involved in any dispute between buyers and sellers unless the dispute specifically violates the Code of Ethics of By-laws.
2. In the event of a violation of the Code of Ethics the dispute shall be brought before the Discipline Committee for disposition.

## G. GRIEVANCE PROCEDURE

1. It is suggested that the Provincial Executive attempt to solve the problem. Where that is not possible, or it becomes apparent that there is no easy solution to the problem, the grievance should be handed over to the Discipline Committee who shall:
  - a) Advise all parties involved of the time and place of the next Discipline Committee meeting, given fourteen (14) full days notice.
  - b) Advise all parties of the nature of the complaint and that they will be able to present before the Committee any information pertaining to the complaint.
2. The Discipline Committee will then hear the matter. After considering all the information available, the Discipline Committee will make one of three dispositions of the matter.
  - a) The Discipline Committee may advise all parties concerned that it did not feel that there was any disciplinary action required.
  - b) The Discipline Committee may adjourn its hearing in order that further information be obtained, or that a given member have an opportunity to rectify the situation in a specified period of time.
  - c) The Discipline Committee may recommend to the Board of Directors of the C.B.d'.A.A. that disciplinary action be taken against the member involved.

3. In those cases in which the Discipline Committee recommends that disciplinary action be taken against the member involved, notice will be given to the member at least fourteen (14) days prior to the Board of Directors meeting. The Board of Directors will listen to any rebuttal which may be given by the member, as well as by the person who feels wronged by the member whose conduct is being examined. In all cases, care will be taken that a member be heard before the Board of Directors if he so desires, and that he be allowed to be represented by counsel. The Board of Directors, after hearing the case will then decide if disciplinary action should be taken against the member and to what extent.

## THE LIVESTOCK PEDIGREE ACT, R.S., C. 168, S. 1

### CHAPTER L-10 PROVIDES:

- 16.1 Except as authorized by this Act. Where an Association for a specified breed exists, no person shall in respect of that breed conduct a book or record of issue a Certificate of Registration or any document purporting to be a Certificate of Breeding.
17. Every person who:
  - a) knowingly signs or presents, or causes or procures to be signed or presented, to the Recording Officer of an Association or to the person in charge of the Canadian National Livestock Records, any declaration or any transfer of ownership respecting any animal, containing any material, false statement or representation.
  - b) knowingly represents that a Certificate of Registration applies to an animal other than the one in respect of which it was issued.
  - c) falsifies or alters a Certificate of Registration or of a transfer or of any document of or pertaining to a purebred animal registered in the records of an Association.
  - d) sells as purebred an animal that is not identified as prescribed by the By-Laws of an Association.
  - e) sells as purebred or contracts to sell as purebred any animal of a class or breed in respect of which an association has been incorporated, without furnishing, or agreeing as an integral part of the contract of sale to furnish, the Certificate of Registration, together with the duly recorded transfer of ownership thereof, to the actual buyer, or
  - f) sells as purebred or contracts to sell as purebred any animal of a class or breed in respect of which an explanation has been incorporated, that is not registered or eligible for registration as purebred by the Association,

is guilty of an offence and is liable on summary convictions to a fine not exceeding five hundred dollars (\$500.00) and not less than fifty dollars (\$50.00) or to imprisonment for a term not exceeding two (2) months.