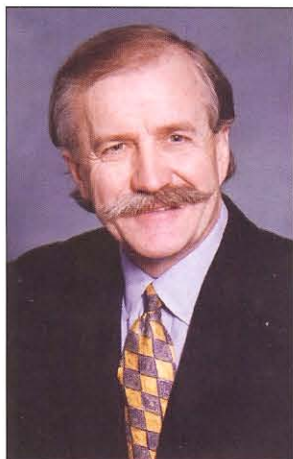


equine lemon law



By Mati Jarve
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MOST PEOPLE ARE AWARE OF LEMON LAWS APPLICABLE TO THE SALE OF cars. Although state laws vary, they generally provide protection to buyers of automobiles that repeatedly fail to meet certain standards of quality and performance. These cars are called lemons. Well guess what. There may be an equine lemon law coming to your state. Recently the state of Florida enacted what some people call the Florida Equine Lemon Law. Whether this is going to be a trend, or whether it is an aberration remains to be seen. Obviously, if you plan to buy or sell a horse in the state of Florida, you need to know the requirements of the law. But even if you don't, it is nevertheless helpful to recognize the important issues that arise in the sale of a horse.

The stated purpose of the legislation is to address unfair and deceptive trade practices surrounding the sale and purchase of horses. Compliance with the terms of the new Florida law may be helpful to avoid potential litigation in other jurisdictions as well. Some of the more significant provisions applicable to private horse sales include:

- A written bill of sale to the purchaser which incorporates
 1. The name, address and signatures of the purchaser and owner or their duly authorized agents.
 2. The name of the horse, its sire and dam, its breed and registry status and its age; if known.
 3. The date of sale and purchase price.
 4. A statement by the seller attesting to ownership and the right to convey legal title.
 5. A statement by the buyer acknowledging awareness that any warranties or representations, including the horse's age, medical condition, prior medical condition and treatments, should be stated in writing as part of the bill of sale.
- A prohibition of a person from acting as a dual agent in a transaction involving the sale or purchase of an interest in a horse without prior knowledge and written consent of both the purchaser and the owner.
 - No contract or agreement for payment of a commission, fee, gratuity, or any form of compensation to a dual agent in connection with any sale or purchase of a horse or any interest therein shall be enforceable by way of an action or defense unless the contract or agreement is in writing and is signed by the party against whom enforcement is sought.
 - An owner or its agent that has subjected a horse to certain treatments or therapies with the intent or effect of altering or concealing the true function or condition of a horse shall disclose this fact to the purchaser prior to the sale.
 - When an owner or its agent provides any medical information in response to an inquiry from a purchaser or its agent about the medical history of a horse, the owner or its agent shall accurately disclose all information within its knowledge that is responsive to the inquiry.

Although compliance with the above provisions will not necessarily eliminate the possibility of a lawsuit arising from the sale of a horse in any state, it should reduce litigation because it provides more transparency and disclosure of material information to the potential buyer. The end result will be a satisfied seller and buyer.

Mati Jarve is the managing partner of the Marlton, New Jersey law firm of Jarve Kaplan Granato, LLC. He is certified by the New Jersey Supreme Court as a Civil Trial Attorney and the National Board of Trial Attorneys as a Trial Advocate. Licensed in New Jersey, Pennsylvania and Arizona, he maintains a national practice in civil litigation, including equine related issues. This article is for informational purposes only and is not intended to be legal advice. If you have a specific legal question or problem you should consult with an experienced and knowledgeable equine law attorney. Questions, comments or suggestions can be e-mailed to mjarve@nj-triallawyers.com, by visiting www.nj-triallawyers.com or writing to The Way To Go.