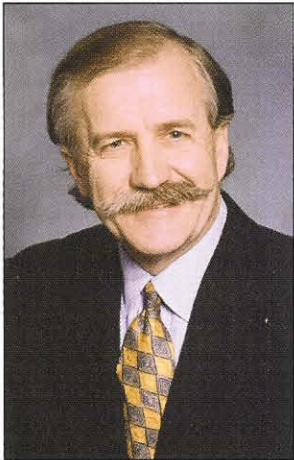


live foal guarantee



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IT'S BREEDING SEASON AGAIN AND YOU'RE RESEARCHING ALL THE ADS IN YOUR favorite periodicals and websites on the internet for that perfect stallion to complement your good broodmare. You of course pay attention to the breeding fee and other associated costs, but you also notice that many stallion owners offer a "live foal guarantee", sometimes simply noted as LFG. Well that certainly sounds like a good thing, but you wonder, what does that mean? As in all things legal, it means different things to different people at different times. The reality is that it means what your breeding contract says it is.

The standard language in most contracts defines a "live foal" as one that "stands and nurses." But, what does it mean to "stand and nurse"? It is usually understood that the foal must be able to stand by itself and be able to nurse within a specified period of time after birth. Many contracts will specify that the foal stand and nurse within 24 to 48 hours. Some contracts are silent on the precise period of time. The important event, of course, is nursing. In other words, if your foal stands and nurses within 24 hours (or 48 hours, if defined as such) and then dies, you would not be entitled to a rebreeding or refund under the terms of the live foal guarantee in the contract.

Many breeding contracts also require veterinary certifications as a condition of the live foal guarantee. Initially, a pregnancy check and recheck may be required. Certain vaccinations may also be required. Ultimately, a veterinarian is usually required to certify that the foal aborted or died before standing and nursing. These certifications are usually required to be submitted within certain periods of time.

Most breeding contracts do not permit the transfer of the live foal guarantee to another person or mare without the consent of the stallion owner. So, if your mare dies or is sold to another person before she foals, the live foal guarantee may not apply. This is especially important if you sell your mare and make representations to the new owner about the live foal guarantee. In other words, if you represent to the buyer that the mare sells with a live foal guarantee, but the contract doesn't permit the transfer of the guarantee to another person, you may be liable for the cost of a rebreeding to the buyer. Similarly, if your mare dies before foaling you may be unable to transfer the rebreeding to another mare, even if you own the mare yourself.

Alternatively, what happens if the stallion dies, becomes unable to breed, or is sold? Once again, the breeding contract controls. The contract may allow the stallion owner, at his discretion, to transfer the contract to another stallion that he stands. However if the stallion is sold, your rights to a rebreeding become more problematic, because the new stallion owner may have purchased the stallion without accepting any obligations for live foal guarantees to previously bred mares.

Although it may be impossible to plan for every contingency, it is advisable to at least discuss the potential issues that may arise with the stallion owner ahead of time to avoid problems and misunderstandings in the event you need to invoke the live foal guarantee. Even better, get as much as you can in writing.

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