

Online Timed Auction

# *Tattersalls* ONLINE APRIL SALE

Horses In/Out Training, Mares, Yearlings

## ONLINE AUCTION SCHEDULE

**Bidding Opens:** Tuesday 4 April 12:00pm

**Bidding Closes:** Wednesday 5 April 12:00pm

**The Minimum Selling Price at this Sale is 1,000gns**

The auction of the first Lot in the catalogue will conclude at 12:00 p.m. GMT on Wednesday 5 April with each subsequent Lot concluding every 2 minutes thereafter, subject to the Extra Time Rule. If a bid is made on a Lot within 2 minutes of the Original Closing Time the auction of the Lot will continue until a period of a full 2 minutes has elapsed without a bid being made on the Lot.

The Online Conditions of Sale and Online Auction Terms can be found at the end of the catalogue

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(WITH VAT) <b>SPEED PRINCESS</b> <b>(IRE)</b> (2014) A Bay Mare	{	Fast Company (IRE)	{	Danehill Dancer (IRE)	{	Danehill (USA)
				Sheezalady (GB)	{	Mira Adonde (USA)
						Zafonic (USA)
						Canadian Mill (USA)
		Indiannie Moon (GB) (2004)	{	Fraam (GB)	{	Lead On Time (USA)
				Ajig Dancer (GB)	{	Majestic Kahala (USA)
						Niniski (USA)
						Gloire (GB)

Covered by TASLEET (GB). Last Service May 21st; believed **NOT** in foal.

SPEED PRINCESS (IRE), unraced; Own sister to *FINGAL'S CAVE (IRE)*;

dam of **one winner**:

2018 Sonorous (GB) (f. by Pearl Secret (GB)), unraced.

2019 CABEZA DE LLAVE (GB) (g. by Pearl Secret (GB)), won 3 races at 3 years, 2022 and £16,104 and placed twice.

2020 (c. by Harry Angel (IRE)).

2021 (c. by Masar (IRE)).

2022 (c. by Sergei Prokofiev (CAN)).

2023 Barren.

### 1st Dam

INDIANNIE MOON (GB), ran once at 3 years; Own sister to **Indiannie Star (GB)**;

dam of **three winners** from 6 runners and 9 foals of racing age viz-

**AUDACIA (IRE)** (f. by Sixties Icon (GB)), won 2 races at 3 and 4 years and £28,414 including Pipalong Stakes, Pontefract, **L.**, placed once; dam of a winner viz- *POPPY BOUCHET (GB)*, 1 race at 2 years, her only start.

*FINGAL'S CAVE (IRE)*, won 7 races at 2, 4 and 5 years and £58,149 and placed 18 times.

*BLACKANDGREEN (GB)*, won 3 races at 3 to 5 years abroad and placed 3 times.

Tanojin (IRE), placed twice at 2 years; dam of 3 winners viz-

**LEGEND OF XANADU (GB)** (c. by Sixties Icon (GB)), 4 races at 2 and 3 years, 2023 at home and in Qatar and £125,373 including Doncaster Stakes, Doncaster, **L.**, placed 5 times including third in Rose Bowl Stakes, Newbury, **L.**

*SLY MADAM (GB)*, 5 races at 4 years, 2022 and £28,216 and placed 4 times.

*SLY MINX (GB)*, 1 race at 3 years and placed 3 times; also placed once over hurdles.

She also has a 2021 filly by Gregorian (IRE).

### 2nd Dam

*AJIG DANCER (GB)*, won 4 races at 2 and 4 years and £23,090 and placed 10 times;

dam of **five winners** from 8 runners and 10 foals of racing age viz-

**AJIGOLO (GB)** (g. by Piccolo (GB)), Jt Champion 2yr old in Germany in 2005, won 8 races at 2, 4 and 5 years at home and in Germany and £115,351 including Maurice Lacroix-Trophy, Baden-Baden, **Gr.2**, placed 9 times including second in Cornwallis Stakes, Salisbury, **Gr.3** and third in Roses Stakes, York, **L.**

**Kickboxer (IRE)** (g. by Clodovil (IRE)), won 6 races at 2, 3 and 6 years and £98,333 and placed 13 times including second in Rous Stakes, Ascot, **L.** and third in Cornwallis Stakes, Ascot, **Gr.3**.

**Silver Guest (GB)** (g. by Lujain (USA)), won 4 races at 3, 4 and 6 years and £24,687 and placed 12 times including third in Coolmore Stakes, Curragh, **L.**

**Indiannie Star (GB)** (f. by Fraam (GB)), won 2 races at 2 years and £18,229 and placed twice including third in Rose Bowl Stakes, Newbury, **L.**

*YESO (IRE)*, won 1 race at 3 years abroad and placed once; dam of winners.

**ARAGORN (TUR)**, won Sakarya Stakes, Veliefendi, **L.**, II Inonu c&g Stakes, Veliefendi, **L.**, placed third in Karayel Stakes, Ankara, **L.**

### 3rd Dam

GLOIRE (GB), unraced; Own sister to **PUISSANCE**;

dam of **three winners** from 5 runners and 6 foals of racing age including-

*ORMOLU (IRE)*, won 3 races in Germany and abroad and placed 11 times.

*GLORY DAYS (IRE)*, won 2 races at 2 and 3 years and placed 6 times.

The next dam *GIRTON*, won 2 races at 3 years and placed 8 times;

dam of **four winners** from 8 runners and 13 foals of racing age including-

**PUISSANCE**, won 3 races at 2 and 3 years including Greenlands Stakes, Curragh, **Gr.3**, British Bloodstock Agency Sprint Stakes, Phoenix Park, **L.**, placed once; sire.

*BLUE SCHOLAR*, won 1 race at 4 years in Denmark; dam of winners.

*MUSIC MISTRESS (IRE)*, 1 race at 2 years, placed 5 times; dam of **Brigadore (GB)**, 8 races and placed 22 times including third in Molecomb Stakes, Goodwood, **Gr.3**.

(WITH VAT) <b>STOPPERS SISTA</b> <b>(IRE)</b> (2015) A Bay Mare	{	Arcadio (GER)	{	Monsun (GER)	{	Konigsstuhl (GER)
				Assia (IRE)	{	Mosella (GER)
		Avenging Angel (IRE) (2004)	{	Heron Island (IRE)	{	Royal Academy (USA)
					Ribo Melody	{
					{	Shirley Heights
					{	Dalawara (IRE)
					{	Riboboy (USA)
					{	Sovereign Melody

Covered by BRAVE MANSONNIEN (FR). Last Service May 31st; believed in foal.  
Pregnancy Certificate available, see Conditions of Sale.

STOPPERS SISTA (IRE), ran once in a N.H. Flat Race at 6 years, 2021; also ran once over hurdles, 2022; also ran twice in point-to-points at 5 years.

### 1st Dam

AVENGING ANGEL (IRE), unraced;

dam of **three winners** from 4 runners and 9 foals viz-

**EMITOM (IRE)** (g. by Gold Well (GB)), won 2 N.H. Flat Races at 4 years; also won 5 races over hurdles, 2023 and £96,567 including Rendlesham Hurdle, Haydock, **Gr.2**, placed twice including second in Sefton Novices' Hurdle, Aintree, **Gr.1**, also fourth in World Hurdle, Cheltenham, **Gr.1** and placed 4 times over fences, 2021 and £11,129 including third in December Novices' Chase, Doncaster, **Gr.2**.

**TAKE REVENGE (IRE)**, won 1 race over hurdles and £10,619 and placed twice; also won 1 point-to-point at 6 years.

**ALLTHATGLISTENS (IRE)**, won 1 N.H. Flat Race at 6 years; also placed once over hurdles; also placed once in a point-to-point at 5 years.

She also has a 2019 filly and a 2020 colt both by Ol' Man River (IRE).

### 2nd Dam

**RIBO MELODY**, placed twice at 3 and 5 years; also **won** 5 races over hurdles at 3 and 6 years and placed twice and placed twice over fences at 6 years;

dam of **one winner** from 5 runners and 7 foals of racing age viz-

**Melody Maid (GB)**, won 2 N.H. Flat Races at 5 years and placed once; also won 2 races over hurdles at 6 years and £37,079 and placed 5 times including second in Stakis Casinos Final Handicap Hurdle, Cheltenham, **L.** and third in Sandown Handicap Hurdle, Sandown, **Gr.3** dam of winners and a PTP winner.

**BLACK JACK BLUES (IRE)**, 2 N.H. Flat Races at 6 years and placed once; also 3 races over hurdles and £35,482 and placed 4 times including second in Silver Cross Handicap Hurdle, Aintree, **L.** and 3 races over fences and £10,184; also 3 races over jumps in U.S.A. and £128,969 viz Grand National Hurdle, Far Hills, **L.**, Carolina Cup Hurdle, Camden, **L.**, Dorothy Fred Smithwick Memorial Hurdle, Middleburg, **L.**

Well Maid (GB), unraced; dam of **Battleford (GB)**, 1 N.H. Flat Race at 5 years and £28,005 and placed twice viz second in Weatherbys Champion Bumper, Cheltenham, **Gr.1** and Weatherbys Champion Open NH. Flat Race, Aintree, **Gr.2**, also 1 race over hurdles at 5 years and £18,796 and placed 4 times including second in Powerstown Novice Hurdle, Clonmel, **Gr.3**.

### 3rd Dam

**SOVEREIGN MELODY**, **won** 1 race at 2 years;

dam of **five winners** and one PTP winner from 7 runners and 11 foals of racing age including-  
**RIBO MELODY**, see above.

**MUSICAL KING**, won 2 races in Norway; also won 3 races over jumps in Norway.

**TWO SOVEREIGNS**, won 1 N.H. Flat Race at 4 years and placed 3 times; also won 3 races over hurdles at 5 years and placed 5 times.

**MAJOR MELODY**, won 3 races in Italy.

**METCALFE MERCURY**, placed once; also won 2 races abroad.

The next dam **MUSICAL CHAIRS**, **won** 3 races at 3 years and placed twice;

dam of **five winners** from 7 runners and 9 foals of racing age including-

**SULBY**, won 2 races at 2 and 3 years and placed 7 times.

**MAGYAR MELODY**, won 2 races at 2 years and placed twice; dam of winners.

**Hungarian Prince**, 2 races at 2 and 3 years and placed 4 times including third in X Y Z Handicap, Newcastle, **L.** and Feilden Stakes, Newmarket, **L.**; also 1 race over hurdles at 5 years and placed twice.

**ROYAL GAME**, won 1 race at 2 years and placed 7 times; also won 1 race over hurdles at 5 years and placed twice.

**KINGS MUSIC**, won 1 race at 3 years and placed 3 times.

(WITH VAT) <b>DUSKY MAID (IRE)</b> (2014) A Bay Mare	}	Dark Angel (IRE)	{ Acclamation (GB) { Midnight Angel (GB)	{ Royal Applause (GB) { Princess Athena { Machiavellian (USA) { Night At Sea
		Dream Scape (GB) (2009)	{ Oasis Dream (GB) { Whatizzit (GB)	{ Green Desert (USA) { Hope (IRE) { Galileo (IRE) { Wosaita (GB)

Covered by SANDS OF MALI (FR). Last Service June 16th; believed in foal.  
Pregnancy Certificate available, see Conditions of Sale.

**DUSKY MAID (IRE)**, **won** 3 races at 3 years and £14,143 and placed 6 times;

dam of **two winners**:

- 2019 **DUSKY PRINCE (IRE)** (g. by Prince of Lir (IRE)), won 4 races at 2 and 3 years, 2022 and £27,776 and placed 5 times.  
 2020 **MADE OF LIR (GB)** (f. by Prince of Lir (IRE)), won 2 races at 2 and 3 years, 2023 and £12,661 and placed 4 times.  
 2021 (c. by Hot Streak (IRE)).  
 2022 (f. by Sands of Mali (FR)).

### 1st Dam

**DREAM SCAPE (GB)**, **won** 1 race at 3 years and placed once;

dam of **two winners** from 2 runners and 2 foals of racing age including-

**WIBAGO (IRE)**, won 2 races at 3 years in Italy and £20,688 and placed 4 times.

### 2nd Dam

**WHATIZZIT (GB)**, **won** 1 race at 2 years and £11,098 and placed 7 times, all her starts;

dam of **four winners** from 4 runners and 7 living foals of racing age including-

**YAAFOUR (GB)**, won 1 race at 2 years and £11,051 and placed 4 times.

### 3rd Dam

**WOSAITA (GB)**, placed once at 3 years;

dam of **nine winners** from 12 runners and 18 foals of racing age including-

**WHAZZIS (GB)**, won 3 races at 2 and 3 years at home and in Italy including Premio Sergio Cumani, Milan, **Gr.3**, Valiant Stakes, Ascot, **L.**; dam of winners.

**Whim (GB)**, 1 race at 2 years in France, third in Prix de la Seine, ParisLongchamp, **L.**

**EMBRACE (IRE)**, 1 race at 2 years, 2022, from only 2 starts.

**WHAZZAT (GB)**, won 2 races at 2 years including Chesham Stakes, Ascot, **L.**, placed second in Gillies Stakes, Doncaster, **L.**; dam of winners.

**JAMES GARFIELD (IRE)**, 3 races at 2 and 3 years including Mill Reef Stakes, Newbury, **Gr.2**, Greenham Stakes, Newbury, **Gr.3**, placed second in Prix Maurice de Gheest, Deauville, **Gr.1**, Acomb Stakes, York, **Gr.3**; sire.

**The Shrew (GB)**, 2 races at 2 and 3 years and second in Hyde Stakes, Kempton, **L.**

**Morag McCullagh (GB)**, 1 race at 3 years, 2022 and placed third in Chelmer Stakes, Chelmsford City, **L.**

**THELADYINQUESTION (GB)**, 2 races at 2 and 4 years; dam of **NATE THE GREAT (GB)**, 6 races at 2, 5 and 6 years, 2022 including Jockey Club Rose Bowl, Newmarket, **L.**, placed second in Henry II Stakes, Sandown, **Gr.3**, Chesham Stakes, Ascot, **L.**; grandam of **Perfect Prophet (GB)**, 1 race at 2 years, 2022 and placed third in May Hill Stakes, Doncaster, **Gr.2**, from only 3 starts.

**THINK CLIMATE (GB)**, 2 races at 2 years, 2022, from only 3 starts.

Whatami (GB), placed once at 3 years; dam of winners.

**NKOSIKAZI (GB)**, 3 races at 3 and 5 years including Hoppings Stakes, Newcastle, **Gr.3**, placed third in River Eden Stakes, Lingfield, **L.**

**JUAN ELCANO (GB)**, 2 races at 2 and 4 years including Wolferton Stakes, Ascot, **L.**, placed second in York Stakes, York, **Gr.2**, Superlative Stakes, Newmarket, **Gr.2** and third in Champagne Stakes, Doncaster, **Gr.2**, Dante Stakes, York, **Gr.2**.

Unaided (GB), ran in Japan at 2 and 3 years; dam of winners.

**UNI (GB)**, 11 races at 3 to 6 years in France and in U.S.A. including TVG Breeders' Cup Mile, Santa Anita, **Gr.1**, First Lady Stakes, Keeneland, **Gr.1** (twice), Matriarch Stakes, Del Mar, **Gr.1**, Sands Point Stakes, Belmont Park, **Gr.2**, Noble Damsel Stakes, Belmont Park, **Gr.3**, placed second in Lake Placid Stakes, Saratoga, **Gr.2** and third in Just a Game Stakes, Belmont Park, **Gr.1**, Fourstardave Handicap, Saratoga, **Gr.1**, Belmont Oaks Invitational Stakes, Belmont Park, **Gr.1**.

Matroshka (IRE), unraced; dam of winners.

**Ketil (USA)**, 2 races at 2 years in France and placed second in Prix Hocquart, Deauville, **Gr.2** and Prix du Lys, ParisLongchamp, **Gr.3**.

(WITH VAT)

**JUMEIRAH****STREET (USA)**

(2015)

A Bay Mare

Street Cry (IRE)

Fashion's Flight  
(USA)  
(2009)Machiavellian (USA)  
Helen StreetDixie Union (USA)  
General Jeanne  
(USA)Mr Prospector (USA)  
Coup de Folie (USA)  
Troy  
Waterway (FR)  
Dixieland Band (USA)  
She's Tops (USA)  
Honour And Glory (USA)  
Ahpo Hel (USA)

Covered by MASAR (IRE). Last Service May 30th; believed in foal.  
Pregnancy Certificate available, see Conditions of Sale.

**JUMEIRAH STREET (USA)**, **won** 1 race at 3 years and placed 5 times, all her starts;  
dam of **one winner**:

2020 **Jumbeau (GB)** (f. by Brazen Beau (AUS)), won 1 race at 2 years, 2022 and  
£12,955 and placed twice including third in Marygate Stakes, York, **L.**  
2021 (c. by Harry Angel (IRE)).  
2022 (f. by Sands of Mali (FR)).

**1st Dam**

**FASHION'S FLIGHT (USA)**, **won** 1 race at 3 years in U.S.A. and £49,604 and placed 5 times;  
Own sister to **JUSTWHISTLEDIXIE (USA)**;  
dam of **one winner** from 3 runners and 4 living foals of racing age viz-  
**JUMEIRAH STREET (USA)**, see above.

**2nd Dam**

**GENERAL JEANNE (USA)**, **won** 2 races at 3 years in U.S.A. and £49,746;  
dam of **eight winners** from 10 runners and 13 foals of racing age including-  
**JUSTWHISTLEDIXIE (USA)** (f. by Dixie Union (USA)), won 5 races at 2 and 3 years in  
U.S.A. and £294,043 including Bonnie Miss Stakes, Gulfstream Park, **Gr.2**, Davona  
Dale Stakes, Gulfstream Park, **Gr.2**, Ruthless Stakes, Aqueduct, Love Affair Stakes,  
Aqueduct, placed second in Acorn Stakes, Belmont Park, **Gr.1**; dam of winners.  
**NEW YEAR'S DAY (USA)**, won Breeders' Cup Juvenile, Santa Anita, **Gr.1**; sire.  
**MOHAYMEN (USA)**, won xpressbet.com Fountain of Youth Stakes, Gulfstream Park,  
**Gr.2**, Lambholm South Holy Bull Stakes, Gulfstream Park, **Gr.2**, Remsen Stakes,  
Aqueduct, **Gr.2** and Nashua Stakes, Aqueduct, **Gr.2**; sire.  
**ENFORCEABLE (USA)**, won Lecomte Stakes, Fair Grounds, **Gr.3**, placed second in  
Lamarque Risen Star Stakes, Fair Grounds, **Gr.2** and third in Claiborne Breeders'  
Futurity, Keeneland, **Gr.1** and New Orleans Classic Stakes, Fair Grounds, **Gr.2**.  
**KINGLY (USA)**, won La Jolla Handicap, Del Mar, **Gr.3**.  
**Irish Unity (USA)**, winner to 2023 in U.S.A. and placed second in St. Louis Derby,  
Fanduel Sportsbook And Horse Racing, **L.**  
**CHACE CITY (USA)** (c. by Carson City (USA)), won 3 races at 2 years in Canada and in  
U.S.A. and £126,433 including Saratoga Special Stakes, Saratoga, **Gr.2**.  
**Bakken (USA)** (c. by Distorted Humor (USA)), won 3 races at 3 and 4 years in U.S.A. and  
£136,718 and placed second in True North Stakes, Belmont Park, **Gr.2**; sire.  
Tapas (USA), unraced; dam of winners.  
**Editor In Chief (USA)**, winner in U.S.A. and third in Rushaway Stakes, Turfway Park.

**3rd Dam**

**AHPO HEL (USA)**, **won** 2 races at 3 years in U.S.A.;  
dam of **twelve winners** from 15 runners and 15 foals of racing age including-  
**PENNY'S RESHOOT (USA)**, won 5 races at 2 and 3 years in U.S.A. including Priorsess  
Stakes, Belmont Park, **Gr.2**, Merit Stakes, Aqueduct, **L.**, placed second in Test  
Stakes, Saratoga, **Gr.1** and Comely Stakes, Aqueduct, **Gr.2**.  
**DAIMON (USA)**, won 9 races in U.S.A. including Berlo Handicap, Aqueduct, **L.** and  
Poinciana Handicap, Hialeah Park; dam of winners.  
**HOPE RISES (USA)**, won 4 races at 3 and 4 years in U.S.A. including Santa Lucia  
Handicap, Santa Anita, **L.R.**; grandam of **EXTRA HOPE (USA)**, won Native Diver  
Stakes, Del Mar, **Gr.3**, third in Los Alamitos Cash Call Futurity, Los Alamitos, **Gr.1**.  
**TWIN PROPELLER (USA)**, won 8 races at 2 and 3 years in U.S.A. including Four Winds  
Stakes, Arlington, Thelma Stakes, Fair Grounds; dam of winners.  
**AIR FRANCE (USA)**, winner in U.S.A.; dam of **SMOOTH AIR (USA)**, won Gulfstream  
Park Handicap, Gulfstream Park, **Gr.2**, Ohio Derby, Thistledown, **Gr.2**, Hutcheson  
Stakes, Gulfstream Park, **Gr.2**, placed second in Florida Derby, Gulfstream Park,  
**Gr.1**; sire, **OVERDRIVEN (USA)**, won Sanford Stakes, Saratoga, **Gr.2**; sire;  
grandam of **GOT STORMY (USA)**, won Fourstardave Handicap, Saratoga, **Gr.1**  
(twice) and Matriarch Stakes, Del Mar, **Gr.1**.

(NON VAT) <b>A CHESNUT FILLY</b> (GB) May 2nd, 2022 (first foal)	{ <table border="0"> <tr> <td>Planteur (IRE)</td> <td>{</td> <td>Danehill Dancer (IRE)</td> <td>{</td> <td>Danehill (USA)</td> </tr> <tr> <td></td> <td></td> <td>Plante Rare (IRE)</td> <td>{</td> <td>Mira Adonde (USA)</td> </tr> <tr> <td></td> <td></td> <td></td> <td>{</td> <td>Giant's Causeway (USA)</td> </tr> <tr> <td></td> <td></td> <td></td> <td>{</td> <td>Palmeriaie (USA)</td> </tr> <tr> <td></td> <td></td> <td></td> <td>{</td> <td>Monsun (GER)</td> </tr> <tr> <td></td> <td></td> <td></td> <td>{</td> <td>Guernica (GB)</td> </tr> <tr> <td></td> <td></td> <td></td> <td>{</td> <td>Catcher In The Rye (IRE)</td> </tr> <tr> <td></td> <td></td> <td></td> <td>{</td> <td>Wet And Windy (GB)</td> </tr> </table>	Planteur (IRE)	{	Danehill Dancer (IRE)	{	Danehill (USA)			Plante Rare (IRE)	{	Mira Adonde (USA)				{	Giant's Causeway (USA)				{	Palmeriaie (USA)				{	Monsun (GER)				{	Guernica (GB)				{	Catcher In The Rye (IRE)				{	Wet And Windy (GB)	{ <table border="0"> <tr> <td>Miss Zip (IRE)</td> <td>{</td> <td>Getaway (GER)</td> </tr> <tr> <td>(2013)</td> <td>{</td> <td>Lady Lace (IRE)</td> </tr> </table>	Miss Zip (IRE)	{	Getaway (GER)	(2013)	{	Lady Lace (IRE)	<b>E.B.F. Nominated.</b>	<b>GBB Flat (100%)</b>	<b>GBB NH (100%)</b>
		Planteur (IRE)	{	Danehill Dancer (IRE)	{	Danehill (USA)																																													
		Plante Rare (IRE)	{	Mira Adonde (USA)																																															
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**1st Dam**

**MISS ZIP (IRE)**, placed twice over hurdles at 6 years and **won** 3 races over fences and £13,301; also placed twice in point-to-points at 6 years.

**2nd Dam**

**LADY LACE (IRE)**, unraced;  
dam of **one winner** from 2 runners and 3 foals of racing age viz-  
**MISS ZIP (IRE)**, see above.

**3rd Dam**

**WET AND WINDY (GB)**, unraced;  
dam of one PTP winner from 3 runners and 7 foals of racing age viz-  
**Sandygate (IRE)**, placed once in a N.H. Flat Race at 4 years; also placed 4 times over hurdles at 5 and 6 years; also won 1 point-to-point.

**4th Dam**

**TROJA**, placed twice in France;  
dam of **four winners** from 9 runners and 12 foals of racing age including-  
**SNOW BOARD (GB)**, won 2 races at 3 and 4 years and placed 3 times; also won 7 races over hurdles and placed 4 times and won 1 race over fences and placed 3 times.

The next dam **GENTLY**, **won** 2 races at 3 years including Nell Gwyn Stakes, Newmarket;  
dam of **nine winners** from 12 runners and 14 foals of racing age including-

**GODZILLA**, won 5 races at 2 years in Italy including Criterium Partenopeo, Naples, **L.**, Premio delle Repubbliche Marinare, Rome, **L.**; dam of winners.

**PHYDILLA (FR)**, won Prix Quincey, Deauville, **Gr.3**, Prix Eclipse, Saint-Cloud, **Gr.3**, placed fourth in Prix du Moulin de Longchamp, ParisLongchamp, **Gr.1**; grandam of **AGNES WORLD (USA)**, won July Cup, Newmarket, **Gr.1**, Prix de l'Abbaye de Longchamp, ParisLongchamp, **Gr.1**; sire, **BROAD STREET (JPN)**, won Kansai Telecasting Corp. Sho Rose Stakes, Hanshin, **Gr.2**, placed second in Shuka Sho, Kyoto, **Gr.1**; third dam of **LIBRETTIST (USA)**, won Prix Jacques Le Marois, Deauville, **Gr.1**, Prix du Moulin de Longchamp, ParisLongchamp, **Gr.1**; sire, **DUBAI DESTINATION (USA)**, 4 races at 2 and 4 years including Queen Anne Stakes, Ascot, **Gr.1** and Champagne Stakes, Doncaster, **Gr.2**; sire, **SECRET NUMBER (GB)**, 6 races at home, in U.A.E. and abroad including International Bosphorus Cup, Veliefendi, **Gr.2**, Cumberland Lodge Stakes, Ascot, **Gr.3**, **MOONWALK IN PARIS (FR)**, won Prix Edmond Blanc, Saint-Cloud, **Gr.3**; fourth dam of **ROYAL MARINE (IRE)**, 2 races at 2 years at home and in France including Prix Jean-Luc Lagardère, ParisLongchamp, **Gr.1**, **TATRA (AUS)**, won Sportingbet Sandown Guineas, Sandown, **Gr.2**, placed third in M J Bale Rosehill Guineas, Rosehill, **Gr.1**, **REAL WORLD (IRE)**, 6 races at 3 to 5 years, 2022 including Prix Daniel Wildenstein, ParisLongchamp, **Gr.2**, Zabeel Mile, Meydan, **Gr.2**, second in Queen Anne Stakes, Ascot, **Gr.1**, **SECRET AMBITION (GB)**, 12 races, 2023 at home and in U.A.E. including Godolphin Mile, Meydan, **Gr.2**.

**ROYAL SUZUKA (IRE)**, 6 races at 2 to 5 years in Japan including Swan Stakes, Kyoto, **L.** and Lord Derby Challenge Trophy, Nakayama, **L.**; sire.

**Observation Post**, winner at home and in U.S.A. and placed second in Coronation Cup, Epsom, **Gr.1** and Irish Derby, Curragh, **Gr.1**; sire.

**Ermani**, winner in France and placed second in Prix des Chênes, Saint-Cloud, **Gr.3** and third in Prix de la Salamandre, ParisLongchamp, **Gr.1**; sire.

**GREEDY OF GAIN**, won 4 races at 2 and 3 years in Italy including Premio Cordusio, Milan, **L.**, placed second in Premio dei Laghi, Milan, **L.**; dam of winners.

**GREASE**, Champion 2yr old in Italy in 1981, won Gran Criterium, Milan, **Gr.1**, Prix de Malleret, ParisLongchamp, **Gr.2**, Prix de la Nonette, Deauville, **Gr.3**, Prix Chloé, Evry, **Gr.3**; dam of **SUSURRATION (USA)**, won Prix Perth, Saint-Cloud, **Gr.3**.

**GODOT (FR)**, won Premio Umbria, Rome, **Gr.3**, Criterium Nazionale, Milan, **Gr.3**, placed third in Gran Criterium, Milan, **Gr.1**; sire.

(WITH VAT) <b>RETICENT (GB)</b> (2019) A Bay Filly	}	Sixties Icon (GB)	{	Galileo (IRE)	{	Sadler's Wells (USA)
				Love Divine (GB)		Urban Sea (USA)
	}	Inhibition (GB) (2006)	{	Nayef (USA)	{	Diesis
				Spurred (USA)		La Sky (IRE)
						Gulch (USA)
					{	Height of Fashion (FR)
					{	Robellino (USA)
					{	Refill

*RETICENT (GB)*, **won** 1 race at 3 years, 2022.

**BHA Rating: High 65 (Flat); Latest 61 (Flat)**

ALL WEATHER      5 runs      1 win      £4,053      ST      1m 2f

**Last 3 starts** (prior to compilation)

05/03/22	5/6	Class 6 (Hcp AWT)	Lingfield	ST	1m 2f
31/01/22	4/4	Class 4 (Hcp AWT)	Wolverhampton	ST	1m 4f
08/01/22	1/7	Class 6 (WFA AWT Mdn)	Lingfield	ST	1m 2f

### 1st Dam

*INHIBITION (GB)*, **won** 1 race at 3 years and placed once viz fourth in Prix Urban Sea, Le Lion-d'Angers, **L.**;

dam of **three winners** from 6 runners and 8 foals of racing age viz-

*SWASHBUCKLE (GB)* (2013 g. by Dashing Blade), won 3 races at 3 and 4 years and £25,387 and placed 7 times; also won 1 N.H. Flat Race at 5 years and £3329; also placed 5 times over hurdles at 4 and 5 years and £1735.

*BASHFUL (GB)* (2018 g. by Manduro (GER)), won 2 races at 3 and 4 years, 2022, £27,729 and placed 9 times; also won 1 race over hurdles at 4 years, 2022 and placed twice.

*RETICENT (GB)* (2019 f. by Sixties Icon (GB)), see above.

Constraint (GB) (2016 f. by Sinnandar (IRE)), placed twice at 3 years.

Risky Spin (GB) (2021 g. by Highland Reel (IRE)), unraced to date.

### 2nd Dam

*Spurred (USA)*, **won** 1 race at 2 years, second in Princess Elizabeth Stakes, Epsom, **L.**;

dam of **ten winners** from 13 runners and 15 foals of racing age including-

*PASSING GLANCE (GB)* (c. by Polar Falcon (USA)), won 7 races at 2 to 5 years at home and in Germany and £224,595 including Darley Oettingen-Rennen, Baden-Baden, **Gr.2**, Diomed Stakes, Epsom, **Gr.3**, Sovereign Stakes, Salisbury, **L.**, placed 12 times; sire.

*HIDDEN MEADOW (GB)* (c. by Selkirk (USA)), won 5 races at 2 to 4 years at home and in France and £121,701 including Prix du Palais-Royal, ParisLongchamp, **Gr.3**, European Free Handicap, Newmarket, **L.**, City of York Stakes, York, **L.**

*SCORNED (GER)* (g. by Selkirk (USA)), won 5 races at 2, 3 and 6 years and £117,405 including Doubleprint Arc Trial, Newbury, **L.**, placed 8 times including second in Grosser Muller Brot-Preis, Munich, **Gr.2**, Furstenberg-Rennen, Baden-Baden, **Gr.3**.

*KINGSCLERE (GB)* (g. by Fairy King (USA)), won 7 races at home and in France and £90,582 including Easter Stakes, Kempton, **L.**, second in Stardom Stakes, Goodwood, **L.** and third in Royal Lodge Stakes, Ascot, **Gr.2** and Solario Stakes, Sandown, **Gr.3**.

*Overbrook (GB)* (f. by Storm Cat (USA)), won 2 races at 2 and 3 years and £22,412 and placed 8 times including second in Cornwallis Stakes, Ascot, **Gr.3**; dam of winners.

*Scottish River (USA)*, winner and placed second in July Stakes, Newmarket, **Gr.3**.

*Victoria Montoya (GB)* (f. by High Chaparral (IRE)), won 3 races at 3 and 4 years and £69,849 and placed second in March Stakes, Goodwood, **L.**, Esher Stakes, Sandown, **L.** and third in Lillie Langtry Fillies' Stakes, Goodwood, **Gr.3**; dam of winners.

*RANCH HAND (GB)*, 6 races at 3 to 5 years and £179,205 including Jockey Club Rose Bowl, Newmarket, **L.**, placed second in Henry II Stakes, Sandown, **Gr.3**.

*Casual Gance (GB)* (f. by Sinnandar (IRE)), won 1 race at 3 years and £13,959 and placed 3 times including third in Chester Handicap, Chester, **L.**; dam of winners.

*URBAN ASPECT (GB)/KA YING STAR (GB)*, 7 races at 3 to 6 years at home and in Hong Kong and £2,978,139 including Lion Rock Trophy Handicap, Sha Tin, **Gr.3**, placed second in Champions & Chater Cup, Sha Tin, **Gr.1**, Queen's Silver Jubilee Cup, Sha Tin, **Gr.1** (twice) and third in The Stewards' Cup, Sha Tin, **Gr.1** (twice).

### 3rd Dam

*Refill*, **won** 4 races in U.S.A. and placed fourth in Cherry Hinton Stakes, Newmarket, **Gr.3**;

dam of **seven winners** from 11 runners and 13 foals of racing age including-

*WINTER QUARTERS (USA)*, Champion 2yr old in Germany in 1995, won 3 races at home, in Germany and in U.S.A. including Kronimus Rennen, Baden-Baden, **L.**

(WITH VAT) <b>ROYAL EXPERT</b> (GB) February 23rd, 2021 A Bay Filly	}	Expert Eye (GB)	{	Acclamation (GB) Exemplify (GB)	{	Royal Applause (GB) Princess Athena Dansili (GB) Quest To Peak (USA)
		Royal Family (FR) (2016)	{	Frankel (GB) Crafty (AUS)	{	Galileo (IRE) Kind (IRE) Manhattan Rain (AUS) Spirited Dancer (IRE)

**E.B.F. Nominated.      GBB Flat (100%)**

ROYAL EXPERT (GB), unraced.

**1st Dam**

ROYAL FAMILY (FR), **won** 1 race at 3 years and placed 3 times;  
 dam of 1 foal of racing age-  
 Royal Expert (GB) (2021 f. by Expert Eye (GB)), see above.  
 She also has a 2022 filly by Expert Eye (GB).

**2nd Dam**

CRAFTY (AUS), **won** 1 race in Australia and placed second in racing.com N. Robinson Caulfield Classic, Caulfield, **Gr.3** and third in TAB Edward Manifold Stakes, Flemington, **Gr.2**;  
 dam of **two winners** from 2 runners and 6 foals of racing age including-  
 SNEAKY (GB), won 1 race at 3 years abroad and placed 4 times.

**3rd Dam**

SPIRITED DANCER (IRE), unraced;  
 dam of **three winners** from 4 runners and 7 foals of racing age including-  
 LUNAR RISE (AUS), won 5 races in Australia including Inglis Carbine Club Stakes, Flemington, **Gr.3**, placed second in Sportingbet Sandown Guineas, Sandown, **Gr.2**.  
**King of The Dance (AUS)**, won 3 races in New Zealand and placed second in Christchurch Casino Spring Classic, Riccarton Park, **L**.  
 Tango (AUS), unraced; dam of winners.  
**SOARING AMBITION (AUS)**, won Wyong 2yo Classic, Wyong, **L.R.**

The next dam **PETROLEUSE**, **won** 2 races at 2 and 3 years viz Princess Elizabeth Stakes, Epsom, **Gr.3** and Blue Seal Stakes, Ascot, **L.**;

dam of **seven winners** from 10 runners and 16 foals of racing age including-  
**PEINTURE BLEUE (USA)**, won 3 races in France and in U.S.A. including Long Island Handicap, Aqueduct, **Gr.2**, Prix Charles Laffitte, ParisLongchamp, **L.**; dam of winners.  
**PEINTRE CELEBRE (USA)**, Champion 3yr old in Europe in 1997, won Prix de l'Arc de Triomphe, ParisLongchamp, **Gr.1**, Grand Prix de Paris, ParisLongchamp, **Gr.1**, Prix du Jockey Club, Chantilly, **Gr.1**, Prix Greffulhe, ParisLongchamp, **Gr.2**; sire.  
**PEINTURE RARE (IRE)**, 2 races in France including Prix de Pomone, Deauville, **Gr.2**.  
**POINTILLISTE (USA)**, 5 races in France including Prix de Barbeville, ParisLongchamp, **Gr.3**, second in Prix Vicomtesse Vigier, ParisLongchamp, **Gr.2**; sire.  
 Pine Chip (USA), placed once in France; third dam of **JET DARK (SAF)**, Champion 3yr old colt in South Africa in 2020-21, won Cape Town Met, Kenilworth, **Gr.1**, Champions Cup, Greyville, **Gr.1** (twice), Queen's Plate, Kenilworth, **Gr.1** (twice).  
 Painter's Pride (FR), unraced; dam of **CANVASSED (IRE)**, 4 races at 3, 4 and 6 years at home and in U.A.E. including Mahab Al Shimaal Stakes, Meydan, **Gr.3**, placed third in Dubai Golden Shaheen, Meydan, **Gr.1**.  
**PROVINS (USA)**, won 5 races in France and in U.S.A. including William P Kyne Handicap, Bay Meadows, **Gr.3R**, placed second in San Luis Rey Stakes, Santa Anita, **Gr.1**.  
**PARME (USA)**, won 5 races in France and in U.S.A. including Prix André Baboin, Lyon-Parilly, **Gr.3**, placed third in Bo Derek Stakes, Hollywood Park, **L.**; sire.  
 Palmeraie (USA), placed once at 2 years in France; dam of winners.  
**POLICY MAKER (IRE)**, 7 races in France including Grand Prix de Chantilly, Chantilly, **Gr.2** (twice), Grand Prix de Deauville, Deauville, **Gr.2**, Prix Foy, ParisLongchamp, **Gr.2**, placed second in Grand Prix de Saint-Cloud, Saint-Cloud, **Gr.1** (twice); sire.  
**PUSHKIN (IRE)**, 4 races at 2 to 4 years in France including Prix Maurice de Nieuil, Maisons-Laffitte, **Gr.2**, second in Prix du Cadran, ParisLongchamp, **Gr.1**; sire.  
**PLACE ROUGE (IRE)**, 3 races including Lancashire Oaks, Haydock, **Gr.3**.  
 Plante Rare (IRE), unraced; dam of **PLANTEUR (IRE)**, 7 races at home and in France including Prix Ganay, ParisLongchamp, **Gr.1**, Prix Noailles, ParisLongchamp, **Gr.2**; sire; grandam of **PERSIAN KING (IRE)**, Champion older miler in Europe in 2020, 8 races at 2 to 4 years including Poule d'Essai des Poulains, ParisLongchamp, **Gr.1**, Prix du Moulin de Longchamp, ParisLongchamp, **Gr.1**; sire.



(WITH VAT) <b>TRIPLE M (GB)</b> (2019) A Grey Filly	{	Mount Nelson (GB)	{	Rock of Gibraltar (IRE)	{	Danehill (USA)
		Nolas Lolly (IRE) (2004)	{	Independence (GB)	{	Offshore Boom
Lomitas (GB)	{			Holy Nola (USA)	{	Selkirk (USA)
		Yukon Hope (USA)	{		Niniski (USA)	
La Colorada (GER)	{			Silver Deputy (CAN)		
		Shrewd Vixen (USA)	{			

TRIPLE M (GB), ran a few times at 3 and 4 years, 2023; Own sister to **HOLY MOLY (GB)**.

**BHA Rating: High 52 (Flat); Latest 49 (Flat)**

ALL WEATHER 4 runs

**Last 3 starts** (prior to compilation)

13/02/23	11/12	Class 6 (Hcp AWT)	Wolverhampton	ST	1m 1½f
11/01/23	8/9	Class 5 (WFA AWT Mdn)	Kempton	SS	1m 3f
07/11/22	6/11	Class 5 (WFA AWT Mdn)	Wolverhampton	ST	1m 1½f

**1st Dam**

**Nolas Lolly (IRE)**, won 1 race at 3 years in France and £29,584 and placed 6 times including second in Umweltkreditprog. Krefelder Stuten Preis, Krefeld, **L.**, Premio Nogara, Milan, **L.** and third in Preis der Spielbank Hamburg, Hamburg, **Gr.3**;

dam of **five winners** from 7 runners and 9 foals of racing age viz-

**HOLY MOLY (GB)** (2012 f. by Mount Nelson (GB)), won 3 races at 3 years in Germany and £39,613 including Grosser Preis von Meravis Neue Bult Cup, Hannover, **L.**, placed once viz second in Prix de la Nonette, Deauville, **Gr.2**, all her starts.

**MOUNTAIN PEAK (GB)** (2015 g. by Swiss Spirit (GB)), won 10 races at 2 to 7 years, 2022 and £192,698 and placed 10 times.

**SILVER CHIMES (GB)** (2014 f. by Campanologist (USA)), won 5 races at 3 to 6 years abroad and placed 23 times.

**QUEENIE'S HOME (GB)** (2011 f. by Shamardal (USA)), won 2 races at 2 and 4 years at home and in Qatar and £13,364 and placed 6 times.

**TANTA VIRTU (GB)** (2010 f. by Medicean (GB)), won 1 race at 3 years in France and £10,976 and placed 3 times; dam of a winner.

**Falskirt (IRE)** (2020 g. by Hot Streak (IRE)), unraced to date.

**2nd Dam**

**HOLY NOLA (USA)**, won 5 races at 2 to 4 years in U.S.A. and £130,599 including Great Arizona Futurity Shoot-Out Stakes, Turf Paradise, placed second in Santa Paula Handicap, Santa Anita, **L.**; Own sister to **BARE NECESSITIES (USA)**;

dam of **six winners** from 10 runners and 12 foals of racing age including-

**PREACHINATTHEBAR (USA)** (c. by Silver Charm (USA)), won 9 races at 2 to 5 years in U.S.A. and £469,229 including San Felipe Stakes, Santa Anita, **Gr.2**, Texas Mile Stakes, Lone Star Park, **Gr.3**, Tokyo City Handicap, Santa Anita, **Gr.3**; sire.

**ROYAL REVIVAL (GB)** (g. by King's Best (USA)), won 6 races in France and in U.A.E. and £121,953 including Prix Le Fabuleux, Maisons-Laffitte, **L.**, placed 8 times.

**HOLY OF THEIA (GB)**, won 1 race at 3 years in Germany; dam of a winner.

**PIKO PIKO (TUR)**, won Fehmi Simsaroglu Stakes, Izmir, **L.**

Holy Norma (GB), unraced; dam of winners.

**GORANE (IRE)**, 2 races at 2 and 3 years and £73,533 including Abergwaun Stakes, Tipperary, **L.**, placed 5 times including second in Ballyogan Stakes, Curragh, **Gr.3**.

**3rd Dam**

**Shrewd Vixen (USA)**, won 6 races at 3 to 5 years in U.S.A. and placed second in E B Johnston Stakes, Fairplex Park, **L.**;

dam of **six winners** from 6 runners and 6 foals of racing age including-

**BARE NECESSITIES (USA)**, won 8 races in U.S.A. including Gardenia Handicap, Ellis Pk, **Gr.3**, Sixty Sails Handicap, Hawthorne, **Gr.3**, Indiana Breeders' Cup Oaks, Hoosier Park, **Gr.3**, second in Santa Maria Handicap, Santa Anita, **Gr.1**; dam of winners.

The next dam **THEIA (FR)**, Champion 2yr old filly in France in 1975, won 5 races in France including Critérium des Pouliches, ParisLongchamp, **Gr.1**, Prix Vanteaux, ParisLongchamp, **Gr.3**, Prix de la Nonette, ParisLongchamp, **Gr.3**; Own sister to **Liane De Pougy (FR)**;

dam of **four winners** from 6 runners and 8 foals of racing age including-

**Tanker Port (USA)**, won 12 races in U.S.A. and placed third in San Carlos Handicap, Santa Anita, **Gr.2** (twice) and Los Angeles Handicap, Hollywood Park, **Gr.3**; sire.

(WITH VAT) <b>VICTORY TIME</b> <b>(GB)</b> (2020) A Bay Filly	}	Time Test (GB)	{	Dubawi (IRE)	{	Dubai Millennium (GB)
				Passage of Time (GB)		Zomaradah (GB)
	}	Be Free (GB) (2005)	{	Selkirk (USA)	{	Dansili (GB)
				Showdown (GB)		Clepsydra (GB)
						Sharpen Up
						Annie Edge
						Darshaan
						Last Second (IRE)

**GBB Flat (100%)**

VICTORY TIME (GB), ran twice at 3 years, 2023.

**1st Dam**

*BE FREE* (GB), won 1 race in U.S.A. and £19,227 and placed 3 times;

dam of **three winners** from 9 runners and 10 foals of racing age viz-

*AQUA LIBRE* (GB) (2013 f. by Aqlaam (GB)), won 3 races at 2 and 5 years and £24,549 and placed 13 times.

*PRISCILLA'S DREAM* (GB) (2015 f. by Bated Breath (GB)), won 1 race at 3 years and placed 5 times.

*FREEDOM ROCK* (GB) (2012 f. by Rock of Gibraltar (IRE)), won 1 race at 3 years.

Victory Time (GB) (2020 f. by Time Test (GB)), see above.

She also has a 2022 filly by Study of Man (IRE).

**2nd Dam**

SHOWDOWN (GB), placed once at 2 years, her only start; Own sister to **APPROACH** (GB) and **Intrigued** (GB);

dam of **seven winners** from 11 runners and 15 foals of racing age including-

**Red Eldest** (JPN) (c. by Zenno Rob Roy (JPN)), won 2 races at 3 years in Japan and £348,262 and placed second in TV Tokyo Hai Aoba Sho (Derby Trial), Tokyo, **Gr.2** and third in Kobe Shimibun Hai, Hanshin, **Gr.2**.

**3rd Dam**

**LAST SECOND** (IRE), won 4 races at 2 and 3 years including Sun Chariot Stakes, Newmarket, **Gr.2**, Nassau Stakes, Goodwood, **Gr.2**, Park Stakes, Curragh, **Gr.3**, placed second in Coronation Stakes, Ascot, **Gr.1**;

dam of **ten winners** from 13 runners and 14 living foals of racing age including-

**AUSSIE RULES** (USA), won 4 races at 2 and 3 years at home, in France and in U.S.A. including Poule d'Essai des Poulains, ParisLongchamp, **Gr.1**, Shadwell Turf Mile Stakes, Keeneland, **Gr.1**, Somerville Tattersall Stakes, Newmarket, **Gr.3**; sire.

**APPROACH** (GB), won 3 races at 2 to 4 years at home and in U.S.A. including Ballymacoll Stud Stakes, Newbury, **L.**, placed second in Winstar Galaxy Stakes, Keeneland, **Gr.2** and May Hill Stakes, Doncaster, **Gr.3**; dam of winners.

**CORONET** (GB), 6 races at home and in France including Grand Prix de Saint-Cloud, Saint-Cloud, **Gr.1**, Prix Jean Romanet, Deauville, **Gr.1**, Ribblesdale Stakes, Ascot, **Gr.2**, Middleton Stakes, York, **Gr.2**, Zetland Stakes, Newmarket, **L.**, second in British Champions Fillies/Mare Stakes, Ascot, **Gr.1**, Yorkshire Oaks, York, **Gr.1** (twice), Grand Prix de Saint-Cloud, **Gr.1** and third in King George VI & Queen Elizabeth Stakes, Ascot, **Gr.1**, British Champions Fillies/Mare Stakes, Ascot, **Gr.1**.

**MIDAS TOUCH** (GB), 2 races including Derrinstown Stud Derby Trial, Leopardstown, **Gr.2**, second in Irish Derby, Curragh, **Gr.1**, St Leger Stakes, Doncaster, **Gr.1**, Great Voltigeur Stakes, York, **Gr.2**, third in Underwood Stakes, Caulfield, **Gr.1**; sire.

**Streetcar To Stars** (GB), 1 race at 3 years and placed second in Nijinsky Stakes, Leopardstown, **L.** and third in Ballyroan Stakes, Leopardstown, **Gr.3**.

Bristol Fashion (GB), unraced; dam of **Cribbs Causeway** (IRE), 5 races, placed third in Bronte Cup Stakes, York, **Gr.3**, September Stakes, Kempton, **Gr.3**.

**Gooseberry Fool** (GB), won 1 race at 2 years and placed third in Silver Flash Stakes, Leopardstown, **Gr.3**; dam of a winner.

**Amedeo Modigliani** (IRE), 3 races, placed third in Devoy Stakes, Naas, **L.**

**Intrigued** (GB), won 1 race at 2 years and placed third in Pinnacle Stakes, Haydock, **L.** and Chalice Stakes, Newbury, **L.**; dam of winners.

**MICHELANGELO** (GB), 2 races at 3 years including Cocked Hat Stakes, Goodwood, **L.**, third in St Leger Stakes, Doncaster, **Gr.1** and Gordon Stakes, Goodwood, **Gr.3**.

**PRIVATE SECRETARY** (GB), 4 races at 3 years at home and in Hong Kong including Cocked Hat Stakes, Goodwood, **L.**

*CURIOUS MIND* (GB), 1 race; dam of **GALILEO CHROME** (IRE), Champion 3yr old stayer in Europe in 2020, 4 races at 3 years including St Leger Stakes, Doncaster, **Gr.1**, Irish Stallion Farms EBF Yeats Stakes, Navan, **L.**; sire.

(WITH VAT) <b>CROWN LAND (GB)</b> (2020) A Bay Filly	{ Territories (IRE)  { La Roumegue (USA) (2011)	{ Invincible Spirit (IRE)  { Taranto (GB)	{ Green Desert (USA) Rafha { Machiavellian (USA) Magna Graecia (IRE)

**GBB Flat (100%)**

CROWN LAND (GB), ran once at 3 years, 2023.

ALL WEATHER 1 run

**Last 3 starts** (prior to compilation)

12/02/23 10/11 Class 4 (WFA AWT Nov)

Southwell ST 6f

**1st Dam**

LA ROUMEGUE (USA), placed twice at 3 years in France;

dam of **two winners** from 4 runners and 5 foals of racing age viz-**LOCKED N' LOADED (GB)** (2017 g. by Morpheus (GB)), won 4 races at 2, 4 and 5 years, 2022 at home and in France and £69,217 and placed 17 times.**BENEFICIARY (GB)** (2019 g. by Profitable (IRE)), won 1 race at 3 years, 2022 and £11,874 and placed 4 times.

Crown Land (GB) (2020 f. by Territories (IRE)), see above.

(2021 c. by Inns of Court (IRE)).

She also has a 2022 filly by Mohaather (GB).

**2nd Dam**

CHANDRINA (USA), unraced;

dam of **three winners** from 4 runners and 7 foals of racing age including-**Activity Report (USA)** (c. by Bernstein (USA)), won 2 races at 2 and 3 years in U.S.A. and £44,280 and placed third in Mountain Valley Stakes, Oaklawn Park.**3rd Dam****Refill**, won 4 races at 3 and 4 years in U.S.A., fourth in Cherry Hinton Stakes, Newmarket, **Gr.3**;dam of **seven winners** from 11 runners and 13 foals of racing age including-**WINTER QUARTERS (USA)**, Champion 2yr old in Germany in 1995, won 3 races at home, in Germany and in U.S.A. including Kronimus Rennen, Baden-Baden, **L.**, placed second in Prix des Chênes, Chantilly, **Gr.3**, third in Arlington Classic, Arlington, **Gr.2**.**Machikane Sanshiro (USA)**, won 2 races at 2 and 3 years in Japan and placed second in Keisei Hai Sansai Stakes, Tokyo, **L.****Jumilla (USA)**, won 1 race at 2 years and placed second in John Musker Stakes, Yarmouth, **L.**; dam of winners.**JONQUIL (IRE)**, 5 races at home, in U.A.E. and abroad including Jebel Ali Mile, **L.**Crystal Gaze (IRE), unraced; dam of **SPIRIT QUARTZ (IRE)**, 9 races at home, in France and in Italy including Prix du Gros-Chêne, Chantilly, **Gr.2**, second in Nunthorpe Stakes, York, **Gr.1**, **CASPIAN PRINCE (IRE)**, 23 races at home, in France and in U.A.E. including Sapphire Stakes, Curragh, **Gr.2**, **TUSCAN GAZE (IRE)**, 3 races at 2 and 3 years at home and in Italy including Derby Italiano, Rome, **Gr.2**; granddam of **IRISHCORRESPONDENT (IRE)/EXULTANT (IRE)**, Champion stayer in Hong Kong in 2018-19 & 2019-20, 13 races at 3 to 6 years at home and in Hong Kong including FWD Queen Elizabeth II Cup, Sha Tin, **Gr.1**, Hong Kong Vase, Sha Tin, **Gr.1**, Champions & Chater Cup, Sha Tin, **Gr.1** (twice).**Spurred (USA)**, won 1 race at 2 years and placed second in Princess Elizabeth Stakes, Epsom, **L.**; dam of winners.**PASSING GLANCE (GB)**, 7 races at 2 to 5 years at home and in Germany including Darley Oettingen-Rennen, Baden-Baden, **Gr.2**, Diomed Stakes, Epsom, **Gr.3**; sire.**HIDDEN MEADOW (GB)**, 5 races at 2 to 4 years at home and in France including Prix du Palais-Royal, ParisLongchamp, **Gr.3**, European Free Handicap, Newmarket, **L.****SCORDED (GER)**, 5 races at 2, 3 and 6 years including Doubleprint Arc Trial, Newbury, **L.**, placed second in Grosser Muller Brot-Preis, Munich, **Gr.2**.**Casual Gance (GB)**, 1 race at 3 years and third in Chester Handicap, Chester, **L.**; dam of **URBAN ASPECT (GB)/KA YING STAR (GB)**, 7 races at 3 to 6 years at home and in Hong Kong including Lion Rock Trophy Handicap, Sha Tin, **Gr.3**, placed second in Champions & Chater Cup, Sha Tin, **Gr.1**, Queen's Silver Jubilee Cup, Sha Tin, **Gr.1** (twice) and third in The Stewards' Cup, Sha Tin, **Gr.1** (twice).

(WITH VAT) <b>FLAT WHITE (FR)</b> (2017) A Chesnut Mare	{ Olympic Glory (IRE)	{ Choisir (AUS)	{ Danehill Dancer (IRE)
{ Monsun (GER)	{ Be My Lady (GER)	{ Alzao (USA)	
			{ Amaranthus
{ Mosella (GER)	{ Be My Guest (USA)		
		{ Bennetta (FR)	

*FLAT WHITE (FR)*, **won** 2 races at 5 years, 2022 and £11,525 and placed 3 times; also placed twice over hurdles at 3 years and £2695.

**BHA Rating: High 73 (Flat); Latest 72 (Flat)**

**BHA Rating: High 108 (Hurdle); Latest 102 (Hurdle)**

TURF	3 runs	2 wins	1 pl	£8,066	S	2m
FOREIGN FLAT	5 runs		2 pl	£3,459		
HURDLE	4 runs		2 pl	£2,695		

**Last 3 starts** (*prior to compilation*)

05/12/22	5/8	Class 4 (Hcp Nov Hurdle)	Lingfield	GS	2m
03/10/22	3/9	Class 5 (Hcp)	Pontefract	GS	2m 2f
06/09/22	1/7	Class 5 (Hcp)	Catterick Bridge	S	2m

**Most recent wins** (*excluding last 3 starts*)

02/08/22	1/9	Class 6 (Hcp)	Catterick Bridge	S	2m
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**1st Dam**

**Bolivia (GER)**, **won** 2 races at 3 and 6 years at home and in Germany and £36,181 and placed 6 times including second in Diana Trial, Berlin-Hoppegarten, **Gr.2**, Grosser Preis der AWD Holding AG, Hannover, **L.**, third in Wild Flower Stakes, Kempton, **L.** and fourth in Aphrodite Stakes, Newmarket, **L.**; Own sister to **BATHYRHON (GER)** and **BEIRAMAR (IRE)**; dam of **one winner** from 3 runners and 6 foals of racing age viz- *FLAT WHITE (FR)* (2017 f. by Olympic Glory (IRE)), see above. Major Fawcett (GB) (2014 g. by Sir Percy (GB)), placed once in a N.H. Flat Race at 4 years; also placed 3 times over hurdles at 4 and 5 years. Balzane Deux (FR) (2021 f. by Recorder (GB)), unraced to date.

**2nd Dam**

*BE MY LADY (GER)*, **won** 1 race at 3 years in Germany, her only start;

dam of **eight winners** from 10 runners and 11 foals of racing age including-

**BATHYRHON (GER)** (c. by Monsun (GER)), **won** 5 races at 3 to 5 years in France and abroad and £243,668 including Prix Vicomtesse Vigier, ParisLongchamp, **Gr.2**, Prix Gladiateur, ParisLongchamp, **Gr.3**, placed second in Prix du Cadran, ParisLongchamp, **Gr.1** and Prix Maurice de Nieuil, ParisLongchamp, **Gr.2**; sire.

**BEIRAMAR (IRE)** (f. by Monsun (GER)), **won** 3 races at 3 and 4 years in Germany and £20,953 including Nereide-Rennen, Munich, **L.**, placed 3 times including second in Preis der Hotellerie Baden-Baden, Baden-Baden, **L.**; dam of winners.

**Iskanderhon (USA)**, winner to 2022 in France, in Italy and abroad and second in Prix du Grand Camp, Lyon-Parilly, **L.**, third in Prix Chaudenay, ParisLongchamp, **Gr.2**.

Three Cards (GB), ran in France at 3 years; dam of winners.

**BELLOCCIO (FR)**, 5 races to 2022 at home and in France and £127,385 including Wild Flower Stakes, Kempton, **L.** and Critérium du Languedoc, Toulouse, **L.**

**3rd Dam**

*BENNETTA (FR)*, unraced;

dam of **eleven winners** from 11 runners and 12 foals of racing age including-

**BANYUMANIK (IRE)**, **won** 7 races in Germany including Jaguar-Meile, Cologne, **Gr.3**, Grosser Preis der Dortmunder Wirtschaft, Dortmund, **Gr.3** (twice), Kronimus Rennen, Baden-Baden, **L.**, placed second in Grosse Eurocar Meile, Cologne, **Gr.2**; sire.

**BANYU DEWI (GER)**, **won** 3 races at 2 and 4 years in Germany and in U.S.A. including Kronimus Rennen, Baden-Baden, **L.**, placed second in Preis der Winterkonigin, Mulheim, **Gr.3** and third in Long Island Handicap, Aqueduct, **Gr.2**; dam of winners.

**BRIGANTIN (USA)**, **won** Prix Vicomtesse Vigier, ParisLongchamp, **Gr.2**, Prix de Lutèce, ParisLongchamp, **Gr.3**, placed third in Ascot Gold Cup, Ascot, **Gr.1** and Prix du Cadran, ParisLongchamp, **Gr.1**.

**BELLA AMICA (GER)**, **won** 3 races at 3 and 5 years in Germany and in Italy including Premio Paolo Mezzanotte, Milan, **L.**; dam of winners.

(WITH VAT) <b>GLORIOUS LADY (IRE)</b> (2014) A Bay Mare	{ Fame And Glory (GB)  { Lady Secret (FR) (2002)	{ Montjeu (IRE)  { Gryada (GB)  { Lord of Men (GB)  { Hairly (FR)	{ Sadler's Wells (USA) { Floripedes (FR) { Shirley Heights { Grimpolia (GER) { Groom Dancer (USA) { Upper Strata { Air de Cour (USA) { Ulckey (FR)
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**Has had a soft palate operation.**

**GLORIOUS LADY (IRE)**, won 1 N.H. Flat Race at 4 years; also won 3 races over hurdles at 5 and 6 years and £18,071 and placed 4 times including fourth in Abram Mares' Novices' Hurdle, Haydock, **L.** and won 2 races over fences, 2022 and £24,065 and placed 4 times; also won 1 point-to-point at 4 years.

**BHA Rating: High 119 (Hurdle) 119 (Chase); Latest 103 (Chase)**

N.H. FLAT	2 runs	1 win		£2,599	G	1m 7½f
HURDLE	9 runs	3 wins	4 pl	£18,071	G - S	2m ½f - 2m 5f
CHASE	14 runs	2 wins	4 pl	£24,065	G - HY	2m 7f - 3m
POINT TO POINT	1 run	1 win			Y	3m

**Last 3 starts (prior to compilation)**

30/01/23	3/9	Class 4 (Hcp Chase)	Plumpton	GS	3m 1½f
02/01/23	PU	Class 3 (Hcp Chase)	Plumpton	S	3m 4½f
21/12/22	6/8	Class 2 (Hcp Chase)	Hereford	S	3m 1f

**Most recent wins (excluding last 3 starts)**

19/10/22	1/4	Class 4 (Hcp Chase)	Worcester	G	2m 7f
25/02/22	1/5	Class 3 (Hcp Chase)	Warwick	HY	3m
18/02/20	1/12	Class 4 (WFA Nov Hurdle)	Musselburgh	S	2m 4f

**1st Dam**

LADY SECRET (FR), placed 4 times over jumps at 4 years in France;

dam of **two winners** and one PTP winner from 6 runners viz-

**GLORIOUS LADY (IRE)** (2014 f. by Fame And Glory (GB)), see above.

**HEART OF A LION (IRE)** (2015 g. by Yeats (IRE)), won 1 N.H. Flat Race at 4 years; also placed 3 times over hurdles at 5 and 6 years, 2021 and won 1 race over fences at 6 years, 2021 and placed twice.

Some Response (IRE) (2012 g. by Court Cave (IRE)), placed once in a N.H. Flat Race at 4 years; also placed twice over jumps, 2021 in U.S.A.; also won 3 point-to-points at 6 years and placed 4 times.

No Secrets Here (IRE) (2011 g. by Kayf Tara (GB)), placed twice in point-to-points at 5 years. Secret Approval (IRE) (2009 f. by King's Theatre (IRE)), placed once in a point-to-point.

**2nd Dam**

**Hairly (FR)**, won 1 race at 2 years in France; also won 2 races over jumps at 3 years in France and £63,786, placed third in Prix General de Saint Didier Hurdle, Enghien-Soisy, **L.**;

dam of **four winners** from 7 runners and 10 foals of racing age including-

**MANSONY (FR)** (g. by Mansonnien (FR)), won 3 races over hurdles and £77,803 including Tote Ireland Anniversary Handicap Hurdle, Punchestown, **L.**, second in Pierser Handicap Hurdle, Leopardstown, **Gr.2** and won 9 races over fences and £335,596 including Drogheda Champion Chase, Punchestown, **Gr.1**, Paddy Power Chase, Leopardstown, **Gr.1**, Tied Cottage Chase, Punchestown, **Gr.2**, Normans Grove Chase, Fairyhouse, **Gr.2**, Flyingbolt Novice Chase, Navan, **Gr.2**, placed second in Punchestown Chase, Punchestown, **Gr.1** and third in Clarence House Chase, Ascot, **Gr.1**, Drogheda Champion Chase, Punchestown, **Gr.1**, Drinmore Novice Chase, Fairyhouse, **Gr.1**.

**3rd Dam**

ULCKEY (FR), placed 3 times in France; Own sister to **Chely (FR)**;

dam of **two winners** from 4 runners and 6 foals of racing age including-

**Hairly (FR)**, see above.

The next dam **LAQUINA (FR)**, won 3 races in France; Own sister to **ANKL (FR)**;

dam of **two winners** from 4 runners and 10 foals of racing age including-

**Chely (FR)**, won 1 race at 4 years in France; also won 4 races over jumps in France and placed third in Prix Francois de Ganay Handicap Hurdle, Auteuil, **L.**;

dam of winners.

**CHELER (FR)**, won Prix de Maisons-Laffitte Hurdle, Auteuil, **Gr.3**.

(NON VAT)  
**A BAY COLT (GB)**  
 April 13th, 2021

{	Bobby's Kitten (USA)	{	Kitten's Joy (USA)	{	El Prado (IRE)
		{	Celestial Woods (USA)	{	Kitten's First (USA)
	High Will (FR) (2005)	{	High Chaparral (IRE)	{	Forestry (USA)
		{	Youngolina (IRE)	{	Celestial Bliss (USA)
				{	Sadler's Wells (USA)
				{	Kasora (IRE)
				{	Tremolino (USA)
				{	Young Hostess (FR)

### E.B.F. Nominated.

#### 1st Dam

**HIGH WILL (FR)**, won 2 races at 3 years in France and £13,493 and placed 3 times;

dam of **five winners** from 7 runners and 10 foals of racing age viz-

**BEAMA (FR)** (2013 f. by Elusive City (USA)), won 8 races to 2022 in France and £149,127 and placed 19 times.

**HALLO WIEN (GB)** (2016 f. by Sri Putra (GB)), won 3 races at 3 to 5 years in France and in Germany and £33,144 and placed 3 times.

**MIDNIGHT EXPRESS (FR)** (2014 f. by Myboycharie (IRE)), won 2 races at 3 and 4 years in France and £26,899 and placed 6 times.

**HULLY GULLY (GER)** (2011 f. by Verglas (IRE)), won 2 races at 3 and 4 years in France and £21,487 and placed 3 times.

**BAI HAN TORU (GB)** (2017 f. by Helmet (AUS)), won 2 races at 2 years abroad, placed once. (2020 g. by Jack Hobbs (GB)).

#### 2nd Dam

**YOUNGOLINA (IRE)**, won 4 races at 4 years in France and £24,006;

dam of **four winners** from 9 runners and 9 foals of racing age including-

**YOUNG TIGER (FR)** (g. by Tiger Hill (IRE)), won 22 races in France, in Italy and abroad and £499,380 including G.P. Conseil General des Alpes Maritimes, Cagnes-Sur-Mer, **L.**, Prix Max Sicard, Toulouse, **L.** (twice), Grand Prix de Nantes, Nantes, **L.**, Grand Prix de Lyon, Lyon-Parilly, **L.**, Grand Prix de Bordeaux, Bordeaux - Le Bouscat, **L.**, Prix le Vase d'Argent, Toulouse, **L.** (twice), placed second in Prix La Force, Saint-Cloud, **Gr.3**.

#### 3rd Dam

**Young Hostess (FR)**, won 1 race at 2 years in France and placed second in Prix Vanteaux, ParisLongchamp, **Gr.3**;

dam of **ten winners** from 11 runners and 12 foals of racing age including-

**FABULOUS HOSTESS (USA)**, won 7 races at 2 to 4 years in France including Prix de Royallieu, ParisLongchamp, **Gr.2**, Prix Corrida, Saint-Cloud, **Gr.3**, Prix Fille de l'Air, Saint-Cloud, **Gr.3**, Prix d'Automne, ParisLongchamp, **L.**; dam of winners.

**HOSTESSANTE (USA)**, 1 race viz Prix de la Seine, ParisLongchamp, **L.**; grandam of **COLIZEO (USA)**, won Northern Dancer Stakes, Churchill Downs, **Gr.3**.

**High Maintenance (FR)**, 3 races at 2 to 4 years in France and placed second in Grand Prix de Lyon, Lyon-Parilly, **L.** and third in Prix Gladiateur, ParisLongchamp, **Gr.3**; dam of **SOLOW (GB)**, Champion older horse in Europe in 2015, Champion older miler in Europe in 2015, 13 races at 3 to 6 years including Queen Elizabeth II Stakes, Ascot, **Gr.1**, Sussex Stakes, Goodwood, **Gr.1**, Queen Anne Stakes, Ascot, **Gr.1**, Prix d'Isphahan, ParisLongchamp, **Gr.1**, DP World Dubai Turf, Meydan, **Gr.1**.

**Young Cameron (IRE)**, won 10 races in France and placed second in Grand Prix Gaston Defferre, Marseille-Vivaux, **L.** and third in Prix Eugène de Savoie, Saint-Cloud, **L.**

**Young Manila (USA)**, won 4 races at 3 and 5 years in France and placed third in Prix Edellie, Evry, **L.**; dam of winners.

**DOLMA (FR)**, 6 races at 2 and 3 years in France including Prix Isola Bella, Saint-Cloud, **L.**, placed third in Prix Maurice de Gheest, Deauville, **Gr.1**; dam of **THISTLE BIRD (GB)**, Champion older mare in Ireland in 2014, 8 races at 3 to 6 years including Pretty Polly Stakes, Curragh, **Gr.1**, Princess Elizabeth Stakes, Epsom, **Gr.3** (twice), placed second in Nassau Stakes, Goodwood, **Gr.1**,

**MCCREERY (GB)**, 6 races at 2 to 5 years at home and in Australia including Liverpool City Cup, Randwick, **Gr.3**, Kingston Town Stakes, Rosehill, **Gr.3**, placed second in Emirates Cantala Stakes, Flemington, **Gr.1**; grandam of **JUMBLY (GB)**, 4 races at 2 and 3 years, 2022 including Valiant Stakes, Ascot, **Gr.3**.

**MADHULIKA (FR)**, winner abroad; dam of **MADELINE (IRE)**, 2 races at 2 years including Rose Bowl Stakes, Newbury, **L.**, placed second in Lowther Stakes, York, **Gr.2** and third in Cheveley Park Stakes, Newmarket, **Gr.1**.

**HERSANDE (FR)**, won 2 races at 2 and 3 years in France; grandam of **BLEK (FR)**, 11 races at 3 to 5 years in France including Prix Maurice de Nieuil, **Gr.2**, sire.

(WITH VAT) <b>KINGS PAGEANT</b> <b>(GB)</b> (2020) A Bay Gelding	{	Massaat (IRE)	{	Teofilo (IRE)	{	Galileo (IRE)
		Queens Revenge (GB) (2009)		Madany (IRE)		Speirbhean (IRE)
				Multiplex (GB)		Acclamation (GB)
				Retaliator (GB)		Belle de Cadix (IRE)
						Danehill (USA)
						Shirley Valentine (GB)
						Rudimentary (USA)
						Redgrave Design

KINGS PAGEANT (GB), unraced.

### 1st Dam

**QUEENS REVENGE (GB)**, **won** 1 race at 2 years and placed twice;

dam of **one winner** from 2 runners and 5 foals of racing age viz-

**REVENGE (GB)** (2015 g. by Arcano (IRE)), won 2 races at 3 and 6 years at home and abroad and £13,699 and placed 9 times.

Gracie's Girl (GB) (2017 f. by Heeraat (IRE)), placed 3 times at 2 and 3 years.

Kings Pageant (GB) (2020 g. by Massaat (IRE)), see above.

(2021 f. by Massaat (IRE)).

### 2nd Dam

**RETALIATOR (GB)**, **won** 3 races at 2 and 3 years and £19,215 and placed 9 times;

dam of **seven winners** from 10 runners and 12 living foals of racing age viz-

**King's Revenge (GB)** (g. by Wizard King (GB)), won 2 races at 3 years and £13,189 and placed 5 times; also won 2 races over hurdles at 4 years and £75,544 and placed 20 times including third in Greatwood Handicap Hurdle, Cheltenham, **Gr.3** and Ladbroke Handicap Hurdle, Ascot, **L.**

**KINGS BAYONET (GB)**, won 4 races at 2, 4 and 7 years and £32,190 and placed 12 times; also won 2 races over hurdles and £23,159 and placed 6 times.

**ADIATOR (GB)**, won 2 races at 5 and 6 years and £11,538 and placed 9 times; also placed once in a N.H. Flat Race at 4 years and £200.

**RETALIATE (GB)**, won 2 races at 2 years and placed 4 times.

**GET EVEN (GB)**, won 2 races at 2 and 3 years at home and in France and £44,007 and placed 10 times.

**MELODY KING (GB)**, won 1 race at 2 years and placed 7 times.

**QUEENS REVENGE (GB)**, see above.

### 3rd Dam

**REDGRAVE DESIGN**, **won** 1 race at 2 years and placed twice;

dam of **six winners** from 13 runners and 14 foals of racing age viz-

**Saint Express (GB)**, won 7 races and placed 32 times including second in Flying Childers Stakes, Doncaster, **Gr.2**, Advanced Micro Devices Sprint, Sandown, **L.**, Roses Stakes, York, **L.** and third in King George Stakes, Goodwood, **Gr.3** and Dash Stakes, Epsom, **L.**

**FIRST BID**, won 8 races at 5 to 7 years and placed 29 times.

**RETALIATOR (GB)**, see above.

**PETRINA BAY (GB)**, won 2 races at 3 years and placed 3 times.

**ARROGANZA**, won 2 races at 2 years and placed once; dam of winners.

**JOHAYRO (GB)**, 14 races at home and abroad and placed 39 times.

**COUNTLESS TIMES (GB)**, 2 races at 3 years and placed 3 times.

**FINNINGLEY CONNOR (GB)**, 1 race at 2 years and placed twice.

**VICIOUS CLARE (GB)**, won 1 race at 3 years abroad.

Syke Lane (GB), placed 5 times at 2 to 4 years; dam of winners.

**COMPLIMENTARY (GB)**, 2 races at 3 years and placed twice.

**PRINGPISSA ANNA (GB)**, 2 races at 3 and 4 years abroad.

Scooby Dooby Do (GB), unplaced at 2 and 3 years; dam of winners.

**CAPTAIN SCOOPY (GB)**, 18 races and placed 63 times.

**EDWARD ELGAR (GB)**, 1 race at 3 years; also 3 races over hurdles at 4 and 6 years.

### 4th Dam

**RIBOCANA**, **won** 1 race at 3 years and placed twice;

dam of **four winners** from 6 runners and 7 foals of racing age including-

**Soul Singer**, won 6 races at 2 to 5 years and placed 6 times including second in Bunbury Cup Handicap, Newmarket, **L.**; sire.

The next dam **AMERICANA II**, **won** 2 races in Italy including Premio Angelo Gardenghi, Milan;

dam of **two winners** from 5 runners and 5 foals of racing age including-

**VENETIA**, won 2 races at 4 years and placed 3 times.

(WITH VAT) <b>MINISTER FOR MAGIC (IRE)</b> (2018) A Bay Mare	}	Make Believe (GB)	{ Makfi (GB)	{ Dubawi (IRE)
			{ Rosie's Posy (IRE)	{ Dhelaal (GB)
		Rose of Africa (IRE) (2013)	{ Cape Cross (IRE)	{ Suave Dancer (USA)
			{ Sahraah (USA)	{ My Branch (GB)
				{ Green Desert (USA)
				{ Park Appeal
				{ Kingmambo (USA)
				{ Lailani (GB)

*MINISTER FOR MAGIC (IRE)*, **won** 1 race at 3 years and £13,279 and placed once.

**BHA Rating: High 81 (Flat); Latest 68 (Flat)**

TURF	2 runs	1 win		£7,849	S	1m 3f
ALL WEATHER	6 runs		1 pl	£5,430		

**Last 3 starts** (prior to compilation)

04/03/23	4/5	Class 4 (Hcp AWT)		Lingfield	ST	1m 4f
25/02/23	4/5	Class 4 (Hcp AWT)		Lingfield	ST	2m
11/02/23	4/8	Class 4 (Hcp AWT)		Lingfield	ST	1m 4f

**Most recent wins** (excluding last 3 starts)

02/10/21	1/10	Class 4 (WFA Mdn)		Killarney	S	1m 3f
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**1st Dam**

ROSE OF AFRICA (IRE), unraced; Own sister to **HAMADA (GB)**;

dam of **one winner** from 2 runners and 4 foals of racing age viz-

*MINISTER FOR MAGIC (IRE)* (2018 f. by Make Believe (GB)), see above.

Pure Perfection (IRE) (2017 f. by Dream Ahead (USA)), placed 7 times at 2 to 4 years.

Lions Peak (IRE) (2020 g. by Churchill (IRE)), unraced to date.

**2nd Dam**

SAHRAAH (USA), unraced; Own sister to **LEY HUNTER (USA)**;

dam of **three winners** from 4 runners and 6 foals of racing age including-

**HAMADA (GB)** (g. by Cape Cross (IRE)), won 5 races at 2 and 4 years and £109,878 including Geoffrey Freer Stakes, Newbury, **Gr.3**, placed twice, all his starts.

**3rd Dam**

**LAILANI (GB)**, won 7 races at 3 years at home and in U.S.A. including Irish Oaks, Curragh,

**Gr.1**, Nassau Stakes, Goodwood, **Gr.1**, Flower Bowl Invitational Stakes, Belmont Pk, **Gr.1**;

dam of **six winners** from 7 runners and 9 foals of racing age including-

**LEY HUNTER (USA)**, won 4 races at 3 and 4 years in France including Prix Gladiateur,

ParisLongchamp, **Gr.3**, Prix Vulcain, Deauville, **L.**, placed second in Prix d'Harcourt,

ParisLongchamp, **Gr.2** and third in Prix du Cadran, ParisLongchamp, **Gr.1**.

**Gabriel's Hill (USA)**, won 4 races at 3, 5 and 6 years in U.S.A. and abroad and placed

second in Brooklyn Handicap, Belmont Park, **Gr.2** and Breeders' Cup Marathon,

Churchill Downs, **Gr.3**.

**Lacily (USA)**, won 1 race at 2 years and placed third in Pretty Polly Stakes, Newmarket, **L.**;

dam of winners.

**YALTA (IRE)**, 4 races at 2 and 4 years at home and in U.A.E. including Molecomb Stakes, Goodwood, **Gr.3**.

**4th Dam**

LAILATI (USA), placed 3 times at 3 years;

dam of **five winners** from 5 runners and 7 foals of racing age including-

**COPPER CARNIVAL (GB)**, won 6 races at 3 to 6 years in France including Prix René

Bédel, Lyon-Parilly, **L.**, placed third in Grand Prix du Nord, Le Croise-Laroche, **L.**

Laleta (IRE), unraced; dam of winners.

**LUDKA (AUS)**, won Betfair Hobart Guineas, Hobart, **L.**

The next dam *CARDUEL (USA)*, won 1 race at 2 years in U.S.A.;

dam of **seven winners** from 12 runners and 14 foals of racing age including-

**FAITHFUL SON (USA)**, won 5 races at 3 and 4 years including Prince of Wales's Stakes,

Ascot, **Gr.2**, placed second in Juddmonte International Stakes, York, **Gr.1**.

**ALWAYS FAIR (USA)**, won 4 races at 2 and 3 years at home and in France including

Coventry Stakes, Ascot, **Gr.3**, Prix Quincey, Deauville, **Gr.3**; sire.



(WITH VAT) <b>A BROWN COLT (GB)</b> March 13th, 2021	}	Twilight Son (GB)	{	Kyllachy (GB) Twilight Mistress (GB)	{	Pivotal (GB) Pretty Poppy (GB) Bin Ajwaad (IRE) By Candlelight (IRE)
		Pride of Kinloch (GB) (2000)	{	Dr Devious (IRE) Stormswept (USA)	{	Ahonoora Rose of Jericho (USA) Storm Bird (CAN) Kanmary (FR)

**E.B.F. Nominated.**

Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**1st Dam**

**PRIDE OF KINLOCH (GB)**, won 1 race at 5 years and £10,151 and placed 9 times; dam of **four winners** from 6 runners and 9 foals of racing age viz-

**KINLOCH PRIDE (GB)** (2012 f. by Kyllachy (GB)), won 6 races at 5 and 6 years and £31,612 and placed 16 times.

**PAVERS STAR (GB)** (2009 g. by Pastoral Pursuits (GB)), won 5 races at 3 to 6 years and £18,693 and placed 17 times.

**PAVERS PRIDE (GB)** (2014 g. by Bahamian Bounty (GB)), won 5 races at 3, 4 and 6 years and £34,664 and placed 12 times.

**THE NAME'S PAVER (GB)** (2013 g. by Monsieur Bond (IRE)), won 1 race at 4 years and placed 7 times.

**2nd Dam**

**STORMSWEPT (USA)**, won 1 race at 2 years and placed twice;

dam of **six winners** from 10 runners and 11 foals of racing age including-

**PAVERS SHOOZ (GB)**, won 5 races at 3 and 4 years and £89,543 and placed 10 times.

**MICHAELS DREAM (IRE)**, won 3 races at 3 and 6 years and £22,689 and placed 18 times; also won 4 races over hurdles and £34,924 and placed 23 times.

**AMICO (GB)**, won 2 races at 3 and 4 years and £15,844 and placed 10 times.

**MASAINAS (GB)**, won 2 races at 3 and 4 years in Italy and placed 6 times.

**3rd Dam**

**KANMARY (FR)**, won 1 race at 2 years in France viz Prix du Bois, ParisLongchamp, **Gr.3**, placed second in Prix Chloé, Evry, **Gr.3**, third in Prix Robert Papin, Maisons-Laffitte, **Gr.1**;

dam of **seven winners** from 12 runners and 12 foals of racing age including-

**LIT DE JUSTICE (USA)**, Champion sprinter in U.S.A. in 1996, won 10 races at 4 to 6 years in France and in U.S.A. including Breeders' Cup Sprint, Woodbine, **Gr.1**, Palos Verdes Handicap, Santa Anita, **Gr.3**, Bing Crosby Breeders' Cup Handicap, Del Mar, **Gr.3**, Pat O'Brien Breeders' Cup Stakes, Del Mar, **Gr.3**, Potrero Grande Handicap, Santa Anita, **Gr.3**, El Conejo Handicap, Santa Anita, **L.**, placed third in Breeders' Cup Sprint, Belmont Park, **Gr.1**; sire.

**COMMANDER COLLINS (IRE)**, won 2 races at 2 years viz Racing Post Trophy, Doncaster, **Gr.1**, Superlative Stakes, Newmarket, **L.**, placed second in Champagne Stakes, Doncaster, **Gr.2** and third in Princess of Wales' Stakes, Newmarket, **Gr.2** and Prix Foy, ParisLongchamp, **Gr.2**; sire.

**CITY LEADER (IRE)**, won 4 races at 2, 3 and 6 years including Royal Lodge Stakes, Ascot, **Gr.2**, Festival Stakes, Goodwood, **L.**, Cocked Hat Stakes, Goodwood, **L.**, placed second in Racing Post Trophy, Doncaster, **Gr.1**, Prix Eugène Adam, Maisons-Laffitte, **Gr.2** and third in Prix Guillaume d'Ornano, Deauville, **Gr.2**.

**COLONEL COLLINS (USA)**, won 2 races at 2 years including Washington Singer Stakes, Newbury, **L.**, placed third in Irish Derby, Curragh, **Gr.1**, Derby Stakes, Epsom, **Gr.1** and 2000 Guineas, Newmarket, **Gr.1**; sire.

**Captain Collins (IRE)**, won 4 races at 3 and 4 years at home and in U.S.A. and third in Beeswing Stakes, Newcastle, **Gr.3** and San Simeon Handicap, Santa Anita, **Gr.3**; sire.

**BRIGITTA (IRE)**, won 2 races at 3 years in France and placed twice; dam of winners.

**EMERALD COMMANDER (IRE)**, 5 races at 2 to 4 years at home, in France and in Germany including Darley Oettingen-Rennen, Baden-Baden, **Gr.2**, Prix Daphnis, ParisLongchamp, **Gr.3**, Ascendant Stakes, Haydock, **L.**, Pomfret Stakes, Pontefract, **L.**, placed second in Critérium International, Saint-Cloud, **Gr.1**.

**GOLD LACE (IRE)**, 1 race at 2 years and placed once; dam of **Gold Filigree (IRE)**, 6 races at 2 to 4 years and placed second in Lansdown Stakes, Bath, **L.**

**Moondreamer (IRE)**, placed once at 3 years; dam of **MOONLOVER (AUS)**, won Shojun Black Pearl Stakes, Geelong, **L.**

**Flying Kiss (IRE)**, placed once at 3 years in France; dam of winners.

**PECK (AUS)**, won Magic Millions Perth Detonator Stakes, Ascot, **L.**  
**Tamari (USA)**, ran twice at 2 years; dam of winners.

(WITH VAT) <b>QUIZLET (GB)</b> (2020) A Bay Gelding	Time Test (GB)	{	Dubawi (IRE)	{	Dubai Millennium (GB)
			Passage of Time (GB)	{	Zomaradah (GB)
	Speed Date (GB) (2010)	{	Sakhee's Secret (GB)	{	Dansili (GB)
			See You Later (GB)	{	Clepsydra (GB)
				{	Sakhee (USA)
				{	Palace Street (USA)
				{	Emarati (USA)
				{	Rivers Rhapsody

QUIZLET (GB), ran a few times at 2 and 3 years, 2023. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

### BHA Rating: High 62 (Flat); Latest 58 (Flat)

TURF 1 run  
ALL WEATHER 4 runs £230

### Last 3 starts (prior to compilation)

02/03/23	5/9	Class 6 (Hcp AWT)	Newcastle	SS	1m
06/02/23	6/7	Class 6 (Hcp AWT)	Wolverhampton	ST	1m 1½f
08/11/22	6/10	Class 4 (WFA AWT Nov)	Chelmsford City	ST	7f

### 1st Dam

SPEED DATE (GB), placed twice at 2 and 3 years;  
dam of 4 runners from 6 foals of racing age including-  
Painted Dream (GB) (2016 f. by Showcasing (GB)), placed 4 times at 2 and 3 years.  
Quizlet (GB) (2020 g. by Time Test (GB)), see above.  
Gia Bella (GB) (2021 f. by Aclaim (IRE)), unraced to date.  
She also has a 2022 colt by Rajasinghe (IRE).

### 2nd Dam

**See You Later (GB)**, won 2 races at 2 and 3 years and £23,726 and placed 6 times including second in Scarbrough Stakes, Doncaster, **L.** and third in Achilles Stakes, Kempton, **L.**;  
dam of **six winners** from 10 runners and 11 living foals of racing age including-  
**TAKE TEN (GB)** (g. by Bahamian Bounty (GB)), won 6 races at home and in U.A.E. and £273,659 including Shadwell Jebel Ali Sprint, Jebel Ali, **L.**, placed 9 times.  
**AAHAYSON (GB)** (g. by Noverre (USA)), won 6 races at 2 to 4 years and £114,441 including Cammidge Trophy, Doncaster, **L.**, placed 6 times.  
**Betimes (GB)** (f. by New Approach (IRE)), won 1 race at 2 years and £11,023 and placed once viz second in Sandy Lane Stakes, Haydock, **L.**; dam of a winner.  
Perfect Cover (IRE), ran 3 times at 3 years; grandam of **Shalailah (IRE)**, 1 race at 2 years, £24,527, placed 3 times including second in Silver Flash Stakes, Leopardstown, **Gr.3**.

### 3rd Dam

**RIVERS RHAPSODY**, won 4 races at 2 and 3 years including Scarbrough Stakes, Doncaster, **L.**, placed third in Temple Stakes, Sandown, **Gr.2**, King George Stakes, Goodwood, **Gr.3**;  
dam of **eight winners** from 9 runners and 11 foals of racing age including-  
**PEAK TO CREEK (GB)**, won 7 races at 2 years including Horris Hill Stakes, Newbury, **Gr.3**, Rockingham Stakes, York, **L.**, placed third in Craven Stakes, Newmarket, **Gr.3**.  
**RIPPLES MAID (GB)**, won 6 races at 3 and 4 years including Flying Fillies' Stakes, Pontefract, **L.**, Henry Gee Stakes, Chester, **L.**; dam of winners.  
**MIKKI CHARM (JPN)**, won Sankeisports Hai Hanshin Himba Stakes, Hanshin, **Gr.2**, Hokkaido Shimibun Hai Queen Stakes, Sapporo, **Gr.3**, placed second in Shuka Sho, Kyoto, **Gr.1**.

The next dam **TRWYN CILAN**, won 3 races at 3 and 4 years and placed once;

dam of **three winners** from 4 runners and 4 foals of racing age including-  
**REGAL SCINTILLA (GB)**, won 2 races at 2 years at home and in France including Prix d'Arenberg, ParisLongchamp, **Gr.3**; dam of a winner.  
Penny Fan (GB), placed once at 3 years; dam of winners.

**FFESTINIÖG (IRE)**, 4 races at 2 and 3 years including Radley Stakes, Newbury, **L.**;  
dam of **EISTEDDFOD (GB)**, 12 races at home and in France including Prix de Meautry, Deauville, **Gr.3**, **BORDER PATROL (GB)**, 4 races at 3 years including Solonaway Stakes, Curragh, **Gr.3**, **BOSTON LODGE (GB)**, 6 races at 2, 3 and 7 years at home and in U.A.E. including Lahan Burj Nahaar, Nad Al Sheba, **Gr.3**.  
Vanity (IRE), placed 4 times; dam of **LESSON IN HUMILITY (IRE)**, 6 races at 2 to 4 years including Ballyogan Stakes, Leopardstown, **Gr.3**, third in Golden Jubilee Stakes, Ascot, **Gr.1**, Prix Maurice de Gheest, Deauville, **Gr.1**.

(WITH VAT) <b>ROGUE FORCE</b> <b>(IRE)</b> (2018) A Bay Gelding	Iffraaj (GB)	Zafonic (USA)	Gone West (USA)
		Pastorale (GB)	Zaifafon (USA)
	Lonely Rock (GB) (2013)	Fastnet Rock (AUS)	Nureyev (USA)
		Aiming (GB)	Park Appeal
			Danehill (USA)
			Piccadilly Circus (AUS)
			Highest Honor (FR)
			Sweeping

**ROGUE FORCE (IRE)**, won 3 races at 3 and 4 years, 2022 and £18,626 and placed 3 times. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**BHA Rating: High 84 (Flat) 81 (AW); Latest 67 (Flat) 70 (AW)**

TURF	3 runs	1 pl	£672			
ALL WEATHER	16 runs	3 wins	2 pl	£17,954	SS	7f - 1m

**Last 3 starts** (prior to compilation)

08/03/23	4/10	Class 5 (Hcp AWT)	Kempton	SS	7f
15/02/23	5/12	Class 5 (Hcp AWT)	Kempton	SS	1m
19/01/23	5/8	Class 4 (Hcp AWT)	Kempton	SS	1m

**Most recent wins** (excluding last 3 starts)

16/02/22	1/10	Class 4 (Hcp AWT)	Kempton	SS	1m
12/11/21	1/12	Class 5 (Hcp AWT)	Kempton	SS	7f
17/02/21	1/8	Class 5 (WFA AWT Mdn)	Kempton	SS	7f

**1st Dam**

LONELY ROCK (GB), unraced;

dam of **two winners** from 3 runners and 3 foals of racing age viz-

**ROGUE FORCE (IRE)** (2018 g. by Iffraaj (GB)), see above.

**EMILY'S ECLIPSE (GB)** (2020 f. by Sea The Moon (GER)), won 1 race at 2 years, 2022 and £10,957 and placed 3 times.

She also has a 2022 filly by Sottsass (FR).

**2nd Dam**

AIMING (GB), placed 5 times at 2 and 3 years;

dam of **six winners** from 7 runners and 10 foals of racing age including-

**PRINCESS LOULOU (IRE)** (f. by Pivotal (GB)), won 3 races at 3 and 5 years and £111,022 including Gillies Stakes, Doncaster, **L.**, placed 7 times including second in Prix Jean Romanet, Deauville, **Gr.1**, Gillies Stakes, Doncaster, **L.**, Conqueror Stakes, Goodwood, **L.** and third in Ridgewood Pearl Stakes, Curragh, **Gr.3**; dam of winners.

**NASHWA (GB)**, 4 races at 3 years, 2022 at home and in France and £1,095,665 including Nassau Stakes, Goodwood, **Gr.1**, Prix de Diane, Chantilly, **Gr.1**, Newbury Fillies Trial, Newbury, **L.**, placed 3 times including second in Prix de l'Opéra, ParisLongchamp, **Gr.1** and third in Oaks Stakes, Epsom, **Gr.1**.

**Easy Target (FR)** (g. by Danehill Dancer (IRE)), won 5 races at 2 to 4 years at home and in France and £57,564 and placed third in Pomfret Stakes, Pontefract, **L.**

**3rd Dam**

**Sweeping**, won 1 race at 2 years and placed second in Princess Elizabeth Stakes, Epsom, **L.** and third in Somerville Tattersall Stakes, Newmarket, **L.**;

dam of **five winners** from 10 runners and 12 foals of racing age including-

**WATCHING (GB)**, won 3 races at 2 and 3 years including Porcelanosa Sprint, Sandown, **L.**, Field Marshal Stakes, Haydock, **L.**, second in Prix du Gros-Chêne, Chantilly, **Gr.2**.

**PUTERI WENTWORTH (GB)**, won 3 races at 3 and 4 years; dam of winners.

**Putra Sas (IRE)**, 2 races and placed second in Dee Stakes, Chester, **Gr.3**; sire.

**DESERT LYNX (IRE)**, won 2 races at 3 and 4 years and placed 4 times; dam of winners.

**NUFOOS (GB)**, 3 races at 2 and 3 years including Eternal Stakes, Warwick, **L.**, placed second in Chartwell Fillies Stakes, Lingfield, **Gr.3** and Firth of Clyde Stakes, Ayr, **Gr.3**; dam of **AWZAAN (GB)**, 4 races at 2 years including Middle Park Stakes, Newmarket, **Gr.1**, Mill Reef Stakes, Newbury, **Gr.2**; sire, **MURAAQABA (GB)**, 2 races at 2 years including Sweet Solera Stakes, Newmarket, **Gr.3**, **MUTEELA (GB)**, 5 races at 2 and 3 years including Sandringham Handicap, Ascot, **L.**

White Heat (GB), placed once at 2 years; dam of winners.

**MEDIA MOGUL (GB)**, 4 races at 2, 3 and 6 years at home and in U.S.A. including Will Rogers Stakes, Hollywood Park, **Gr.3**.

(WITH VAT) <b>RUBELLITE (IRE)</b> (2020) A Bay Filly	{	Iffraaj (GB)	{	Zafonic (USA)	{	Gone West (USA)
		Posh Claret (GB) (2014)	{	Pastorale (GB)	{	Zaizafon (USA)
				{	Royal Applause (GB)	{
			{	Welsh Anthem (GB)	{	Park Appeal
					{	Waaajib
					{	Flying Melody
					{	Singspiel (IRE)
					{	Khubza (GB)

RUBELLITE (IRE), ran twice at 3 years, 2023. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

ALL WEATHER 2 runs

**Last 3 starts** (prior to compilation)

24/03/23 5/8 Class 3 (WFA AWT Nov)

Newcastle ST 6f

21/02/23 8/13 Class 4 (WFA AWT Nov)

Southwell ST 6f

**1st Dam**

POSH CLARET (GB), unraced;

dam of 2 runners from 3 foals of racing age viz-

Shin Saw Gyi (GB) (2019 f. by Ardad (IRE)), placed 4 times at 3 years, 2022.

Rubellite (IRE) (2020 f. by Iffraaj (GB)), see above.

(2021 c. by Saxon Warrior (JPN)).

She also has a 2022 colt by Time Test (GB).

**2nd Dam**

WELSH ANTHEM (GB), won 1 race at 4 years and placed 5 times;

dam of **three winners** from 5 runners and 7 foals of racing age including-

**Dream Dubai (GB)** (c. by Kyllachy (GB)), won 1 race at 3 years and £27,030 and placed twice including second in Pavilion Stakes, Ascot, **Gr.3**.

**3rd Dam**

KHUBZA (GB), won 1 race at 3 years and placed once;

dam of **eleven winners** from 13 runners and 14 foals of racing age including-

**TRANS ISLAND (GB)**, won 7 races at 2, 4 and 5 years at home and in France including Prix du Rond-Point, ParisLongchamp, **Gr.2**, Diomed Stakes, Epsom, **Gr.3**, second in Lockinge Stakes, Newbury, **Gr.1**, third in Prix de la Forêt, ParisLongchamp, **Gr.1**; sire.

**WELSH DIVA (GB)**, won 3 races at 3 years at home and in Italy including Premio Sergio Cumani, Milan, **Gr.3**, Rosemary Stakes, Ascot, **L.**; dam of winners.

**FITYAAN (GB)**, 5 races including Arabian Adventures Meydan Sprint, Meydan, **Gr.3**.

Dame Shirley (GB), ran twice at 3 years; dam of **BARON SAMEDI (GB)**, 7 races at 3 and 4 years at home, in France and in U.S.A. including Prix du Conseil de Paris, ParisLongchamp, **Gr.2**, Belmont Gold Cup Stakes, Belmont Park, **Gr.2**, Vintage Crop Stakes, Navan, **Gr.3**, placed third in Irish St Leger, Curragh, **Gr.1**.

**Creekside (GB)**, won 2 races at 3 years and third in Meld Stakes, Leopardstown, **Gr.3**.

**WELSH CAKE (GB)**, won 1 race at 3 years and placed 4 times; grandam of **Spiral Nova (JPN)**, winner to 2022 in Japan and placed third in Ivy Stakes, Tokyo, **L.**

Kawn (GB), ran once at 3 years; dam of winners.

**SINGFORTHOMENT (IRE)**, 1 race at 2 years in France viz Grand Critérium de Bordeaux, Bordeaux - Le Bouscat, **L.**

**Jm Jackson (IRE)**, placed 4 times including second in National Stakes, Sandown, **L.**

The next dam **BREADCRUMB**, won 3 races at 3 years and placed once;

dam of **eight winners** from 9 runners and 13 foals of racing age including-

**BARROW CREEK (GB)**, won 10 races in Germany and in Italy including Jacobs Goldene Peitsche, Baden-Baden, **Gr.2**, Premio Tudini Piero e Ugo, Rome, **Gr.3**; sire.

**LAST RESORT (GB)**, won 2 races at 3 years including Challenge Stakes, Newmarket, **Gr.2**, placed third in Supreme Stakes, Goodwood, **Gr.3**; dam of winners.

**REBELLION (GB)**, 7 races at home and in U.S.A. including Commonwealth Stakes, Keeneland, **Gr.2**, Ack Ack Handicap, Hollywood Park, **Gr.3**; sire.

Homily (GB), unraced; dam of **LAND OF LEGENDS (IRE)**, 4 races at 3 and 5 years at home and in U.A.E. including Al Fahidi Fort, Meydan, **Gr.2**.

**ARCTIC CHAR (GB)**, won 3 races including Spring Trophy, Haydock, **L.**; dam of winners.

**HEARD A WHISPER (GB)**, won 3 races at 2 years including Harry Rosebery Trophy, Ayr, **L.**

(NON VAT) <b>RUMNOTRED (GB)</b> (2019) A Bay Gelding	Coach House (IRE)	Oasis Dream (GB)	Green Desert (USA)
		Lesson In Humility (IRE)	Hope (IRE)
	Artistic Muse (IRE) (2011)	Excellent Art (GB)	Mujadil (USA)
		Course de Diamante (IRE)	Vanity (IRE)
			Pivotal (GB)
			Obsessive (USA)
			Galileo (IRE)
			Desert Bluebell

RUMNOTRED (GB), placed twice at 3 and 4 years, 2023. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**BHA Rating: High 70 (Flat); Latest 67 (Flat)**

ALL WEATHER 5 runs 2 pl £4,295

**Last 3 starts** (prior to compilation)

21/02/23	11/14	Class 5 (Hcp AWT)	Southwell	ST	1m
06/02/23	5/11	Class 4 (Hcp AWT)	Wolverhampton	ST	1m 1/2
19/01/23	2/9	Class 5 (WFA AWT Nov)	Kempton	SS	7f

**1st Dam**

**ARTISTIC MUSE (IRE)**, won 1 race at 3 years and placed 4 times; dam of 2 runners from 3 foals of racing age including-  
Rumnotred (GB) (2019 g. by Coach House (IRE)), see above.

**2nd Dam**

**COURSE DE DIAMANTE (IRE)**, placed once at 3 years; dam of **one winner** from 5 runners and 6 foals of racing age viz-  
**ARTISTIC MUSE (IRE)**, see above.

**3rd Dam**

**DESERT BLUEBELL**, placed 3 times at 3 years; Own sister to **SHINING WATER**; dam of **seven winners** from 10 runners and 13 living foals of racing age including-  
**DISTANT MIRAGE (IRE)**, won 5 races at 2, 3 and 5 years at home and in U.S.A. including Old Ironside Handicap, Suffolk Downs, placed second in Virginia Derby, Colonial Downs, L. and third in Chester Vase, Chester, **Gr.3**; sire.

**Roses In The Snow (IRE)**, won 3 races at 3 and 4 years at home and in U.S.A. and placed second in Virginia Stakes, Newcastle, L.; dam of winners.

**SNOWDROPS (GB)**, 10 races at 3 to 6 years in U.S.A. including Bayou Breeders' Cup Handicap, Louisiana Downs, **Gr.3**, My Charming Handicap, Calder, **Gr.3**, Suwannee River Handicap, Gulfstream Park, **Gr.3**; dam of **TAWHID (GB)**, 3 races at 2 and 3 years including Horris Hill Stakes, Newbury, **Gr.3**.

**BABYURTHEBEST (USA)**, winner in U.S.A.; dam of **HUASCA (USA)**, won Uanme Stakes, Gulfstream Park, placed second in Azalea Stakes, Gulfstream Park, **Gr.3**.

Smoken Rosa (USA), placed 3 times in U.S.A.; grandam of **TIGER TANAKA (IRE)**, 6 races at 2 years in France including Prix Marcel Boussac, ParisLongchamp, **Gr.1** and Prix François Boutin, Deauville, **Gr.3**, **STORMY GIRL (IRE)**, 2 races at 2 and 3 years including Flying Fillies' Stakes, Pontefract, L.

Rose City (USA), ran once in U.S.A.; grandam of **IT'S A GAMBLE (USA)**, won Jersey Derby, Monmouth Park.

The next dam **IDLE WATERS**, won 3 races at 3 years including Park Hill Stakes, Doncaster, **Gr.2**, placed second in Cumberland Lodge Stakes, Ascot, **Gr.3**;

dam of **ten winners** from 12 runners and 15 foals of racing age including-

**SHINING WATER**, won 3 races at 2 years including Solario Stakes, Sandown, **Gr.3**, placed second in Park Hill Stakes, Doncaster, **Gr.2**; dam of winners.

**TENBY (GB)**, won Grand Critérium, ParisLongchamp, **Gr.1**, Dante Stakes, York, **Gr.2**, placed third in Eclipse Stakes, Sandown, **Gr.1**; sire.

**BRISTOL CHANNEL (GB)**, 3 races at 2 and 3 years including Harvest Stakes, Ascot, L., Lingfield Oaks Trial, L., placed third in Long Island Handicap, Aqueduct, **Gr.2**.

**Bright And Clear (GB)**, 1 race at 2 years and placed second in Oaks d'Italia, Milan, **Gr.1**; dam of **EXOSPHERIC (GB)**, 4 races at 3 and 4 years including Jockey Club Stakes, Newmarket, **Gr.2**, placed third in BMW Caulfield Cup, Caulfield, **Gr.1**.

**Bude (GB)**, 1 race at 2 years and placed third in Racing Post Trophy, Doncaster, **Gr.1**.  
**MAYA COVE (GB)**, 1 race at 3 years; grandam of **GAMMARTH (FR)**, 6 races in France including Prix de Seine-et-Oise, Maisons-Laffitte, **Gr.3** (twice); sire.

(WITH VAT) <b>BAHTIYAR (FR)</b> (2018) A Bay Gelding	{	Bathyrhon (GER)	{	Monsun (GER)	{	Konigsstuhl (GER)
				Be My Lady (GER)	{	Mosella (GER)
		Baladala Reonce (FR) (2011)	{	Saint des Saints (FR)	{	Be My Guest (USA)
					Shendandoah (FR)	{
					{	Cadoudal (FR)
					{	Chamisene (FR)
					{	Hamas (IRE)
					{	Crazy Lady (SWI)

**Has had a soft palate operation.**

BAHTIYAR (FR), placed 3 times over hurdles at 4 and 5 years, 2023; also placed once over jumps at 4 years, 2022 in France. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**BHA Rating: High 108 (Hurdle); Latest 97 (Hurdle)**

FOREIGN FLAT	4 runs			
HURDLE	6 runs	3 pl	£5,059	
FOREIGN JUMP	3 runs	1 pl	£1,797	

**Last 3 starts** (prior to compilation)

13/03/23	3/6	Class 5 (Hcp Hurdle)	Plumpton	S	2m
29/01/23	6/12	Class 5 (Hcp Hurdle)	Sedgefield	GS	2m 1f
26/12/22	5/13	Class 4 (Hcp Hurdle)	Market Rasen	GS	2m 2½f

**1st Dam**

**BALADALA RECONCE (FR)**, **won** 1 race at 5 years in France and placed 3 times; also placed once over jumps at 6 years in France;

dam of 1 runner from 5 foals viz-

Bahtiyar (FR) (2018 g. by Bathyrhon (GER)), see above.

Jolly Jump (FR) (2019 f. by Estejo (GER)), unraced to date.

Kit Alphae (FR) (2020 f. by Cima de Triomphe (IRE)), unraced to date.

Bon Prince (FR) (2021 c. by Palace Prince (GER)), unraced to date.

Dofida (FR) (2022 f. by Roman Candle (GB)).

**2nd Dam**

**SHENDANDOAH (FR)**, **won** 1 race at 5 years in France and placed 3 times; also **won** 1 race over jumps at 3 years in France and placed 4 times;

dam of **two winners** from 2 runners and 2 foals of racing age viz-

VAS Y FRANCKI (FR), won 1 race at 5 years in France; also won 1 race over jumps at 5 years in France and £17,016 and placed 3 times.

**BALADALA RECONCE (FR)**, see above.

**3rd Dam**

**CRAZY LADY (SWI)**, **won** 2 races abroad;

dam of **four winners** from 4 runners and 7 foals of racing age viz-

**CATCHACOMA (FR)**, won 5 races at 4 and 5 years in France including Grand Prix Gaston Defferre, Marseille-Vivieux, **L.**, placed 7 times.

**JERRY LEE (FR)**, won 7 races in France and placed 23 times.

**CHECK'N RAISE (FR)**, won 1 race at 3 years in France and placed 3 times; dam of a winner.

**PONDEROSA (FR)**, 1 race at 3 years in France and placed twice; also 1 race over jumps at 3 years in France and placed once.

**SHENDANDOAH (FR)**, see above.

(WITH VAT) <b>BOOK OF VERSE</b> <b>(USA)</b> (2018) A Chesnut Gelding	{ Curlin (USA) { Silvester Lady (GB) (1998)	{ Smart Strike (CAN) { Sherriff's Deputy (USA) { Pivotal (GB) { Gara Yaka (IRE)	{ Mr Prospector (USA) { Classy 'n Smart (CAN) { Deputy Minister (CAN) { Barbarika (USA) { Polar Falcon (USA) { Fearless Revival { Soviet Star (USA) { Queen To Conquer (USA)
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BOOK OF VERSE (USA), placed once at 5 years, 2023; Own brother to *PIVOLIN (USA)*. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**BHA Rating: High 51 (Flat); Latest 47 (Flat)**

**IHRB Rating: High 68 (Flat); Latest 51 (Flat)**

TURF 6 runs  
ALL WEATHER 6 runs 1 pl £939

**Last 3 starts** (*prior to compilation*)

25/02/23	8/8	Class 6 (WFA AWT)	Chelmsford City	ST	1m 2f
16/02/23	3/12	Class 6 (WFA AWT)	Chelmsford City	ST	1m
17/01/23	7/9	Class 6 (WFA AWT)	Kempton	SS	1m 4f

### 1st Dam

**SILVESTER LADY (GB)**, Jt Champion 3yr old filly in Germany in 2001, **won** 2 races at 2 and 3 years in Germany and £97,361 including Ostermann - Diana Deutsches Stuten Derby, Mulheim, **Gr.1**, placed 3 times including second in Stutenpreis der Victoria Versicherungen, Krefeld, **L.** and third in Diana Trial/Las Vegas-Slenderella Rennen, Mulheim, **L.**;

dam of **seven winners** from 9 runners and 15 foals of racing age viz-  
**LADY SYLVESTER (USA)** (2007 f. by Elusive Quality (USA)), won 1 race at 3 years in France and £18,275 and placed 4 times, all her starts; dam of 3 winners.

**TROJAN SPIRIT (USA)** (2014 c. by Smart Strike (CAN)), won 1 race at 4 years in U.S.A. and £43,981 and placed twice.

**MR SLY (USA)** (2008 c. by Mr Greeley (USA)), won 1 race at 4 years in U.S.A., placed once.

**CHATILA (USA)** (2003 f. by Red Ransom (USA)), won 1 race at 2 years and placed once; dam of 5 winners including-

**TOROK (IRE)** (c. by Singspiel (IRE)), 4 races at 3 years abroad, £105,153 including Anafartalar Stakes, Veliefendi, **L.**, third in Mehmet Akif Ersoy, Ankara, **L.**; sire.

**PIVOLIN (USA)** (2019 c. by Curlin (USA)), won 1 race at 3 years, 2022 in U.S.A. and £23,564 and placed once.

**MR FREEDOM (USA)** (2011 c. by Dynaformer (USA)), won 1 race abroad.

**LONIGAN (USA)** (2004 c. by Gulch (USA)), won 1 race at 3 years in U.S.A.

Queen Scheherazade (USA) (2013 f. by Smart Strike (CAN)), placed once at 4 years in U.S.A. and £10,476; dam of a winner viz-

**Mia Tosca (USA)** (f. by Animal Kingdom (USA)), winner to 2022 in U.S.A. and placed third in Main Line Stakes, Parx Racing.

Book of Verse (USA) (2018 g. by Curlin (USA)), see above.

Derby Wife (USA) (2020 f. by Justify (USA)), unraced to date.

### 2nd Dam

**GARA YAKA (IRE)**, placed once at 3 years;

dam of **three winners** from 4 runners and 5 foals of racing age including-

**SILVESTER LADY (GB)** (f. by Pivotal (GB)), see above.

### 3rd Dam

**QUEEN TO CONQUER (USA)**, **won** 8 races at 2 to 5 years at home and in U.S.A. including Yellow Ribbon Stakes, Santa Anita, **Gr.1**, Ramona Handicap, Del Mar, **Gr.2** (twice), Santa Ana Handicap, Santa Anita, **Gr.3**, placed third in Irish Oaks, Curragh, **Gr.1**;

dam of **eight winners** from 10 runners and 13 living foals of racing age including-

**QUEBRADA (IRE)**, Champion 2yr old filly in Germany in 1992, Champion 3yr old filly in Germany in 1993, won 7 races at 2 and 3 years in West Germany including ARAG Preis (1000 Guineas), Dusseldorf, **Gr.2**, Brandenburg Trophy der Landesbank Berlin, Berlin-Hoppegarten, **Gr.3**, placed second in Preis der Diana, Mulheim, **Gr.2**; dam of winners.

**Quetena (GER)**, 3 races at 3 and 4 years in Germany, second in Premio Archidamia, Rome, **L.**; dam of **QUERARI (GER)**, Jt Champion older horse in Germany in 2010, 5 races at 2 to 4 years in Germany and in Italy including Premio Presidente della Repubblica, Rome, **Gr.1**; sire, **QUIDURA (GB)**, 5 races at 2 to 5 years in Canada, in Germany and in U.S.A. including Ballston Spa Stakes, Saratoga, **Gr.2**.

(WITH VAT) <b>CLIMATE PRECEDENT (GB)</b> (2020) A Chesnut Gelding	{ Ulysses (IRE)  Ozone Kindly (GB) (2015)	{ Galileo (IRE)  Light Shift (USA)	{ Sadler's Wells (USA) Urban Sea (USA) Kingmambo (USA) Lingerie (GB) Cape Cross (IRE) Urban Sea (USA) Hernando (FR) Alborada (GB)
		{ Sea The Stars (IRE)  Almamia (GB)	

CLIMATE PRECEDENT (GB), ran a few times at 2 and 3 years, 2023. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

### BHA Rating: High 65 (Flat); Latest 64 (Flat)

TURF 2 runs  
ALL WEATHER 2 runs £1,257

### Last 3 starts (prior to compilation)

14/03/23	5/8	Class 6 (Hcp AWT)	Southwell	ST	1m 3f
17/11/22	4/6	Class 3 (WFA AWT Nov)	Chelmsford City	ST	7f
12/10/22	5/10	Class 5 (WFA Mdn)	Nottingham	S	1m ½f

### 1st Dam

OZONE KINDLY (GB), unraced;

dam of **one winner** from 2 runners and 3 foals of racing age viz-

**FEMME FRIENDLY (GB)** (2019 f. by Helmet (AUS)), won 1 race at 2 years and £10,286 and placed twice.

Climate Precedent (GB) (2020 g. by Ulysses (IRE)), see above.

(2021 f. by Harry Angel (IRE)).

She also has a 2022 colt by Land Force (IRE).

### 2nd Dam

ALMAMIA (GB), placed 3 times at 2 years, from only 4 starts;

dam of **three winners** from 7 runners and 8 foals of racing age including-

**Alamode (GB)** (f. by Sir Percy (GB)), won 1 race at 2 years and £30,999 and placed twice including second in Oh So Sharp Stakes, Newmarket, **Gr.3**; dam of winners.

Alphabetique (GB), placed 3 times at 3 years; dam of winners.

**Azul Bahia (IRE)**, 1 race at 2 years in Italy and third in Premio Seregno, Milan, **L**.

### 3rd Dam

**ALBORADA (GB)**, Champion 3yr old filly in Ireland in 1998, **won** 6 races at 2 to 4 years including Champion Stakes, Newmarket, **Gr.1** (twice), Nassau Stakes, Goodwood, **Gr.2**, Pretty Polly Stakes, Curragh, **Gr.2**, Park Stakes, Curragh, **Gr.3**, placed second in Irish Champion Stakes, Leopardstown, **Gr.1**; Own sister to **ALBANOVA (GB)**;

dam of **four winners** from 5 runners and 8 living foals of racing age viz-

**ALGONQUIN (GB)/MY NORDIC HERO (GB)**, won 6 races at 2, 3 and 6 years at home and in Australia including Festival Stakes, Rosehill, **Gr.3**, Ruby Stakes, Killarney, **L**, placed third in Fugen Villiers Stakes, Randwick, **Gr.2**.

**ALVARITA (GB)**, won 2 races at 3 years at home and in France including Prix Petite Etoile, Saint-Cloud, **L**.; dam of winners.

**ALLA SPERANZA (GB)**, 2 races at 2 and 3 years including Kilternan Stakes, Leopardstown, **Gr.3**; dam of **SHINE SO BRIGHT (GB)**, 5 races to 2022 including City of York Stakes, York, **Gr.2**, European Free Handicap, Newmarket, **L**., placed third in Gimcrack Stakes, York, **Gr.2**, Richmond Stakes, Goodwood, **Gr.2**.

**ALTESSE (GB)**, 2 races at 3 and 5 years including Noblesse Stakes, Leopardstown, **L**., placed second in Give Thanks Stakes, Cork, **Gr.3**, Noblesse Stakes, Cork, **L**.

Almiranta (GB), placed once at 3 years, her only start; dam of **ALYSSA (GB)**, 5 races at 3 and 4 years including Park Hill Stakes, Doncaster, **Gr.2**, **ALEA IACTA (GB)**, 2 races at 2 years in France including Prix Thomas Bryon, Saint-Cloud, **Gr.3**.

**ALBAFLORA (GB)**, 2 races at 3 and 4 years including Buckhounds Stakes, Ascot, **L**., placed second in British Champions Fillies/Mares Stakes, Ascot, **Gr.1**, Yorkshire Oaks, York, **Gr.1**, **ALOE VERA (GB)**, 2 races at 3 years including Height of Fashion Stakes, Goodwood, **L**.; grandam of **ALEAS (GB)**, 5 races at 2 to 4 years at home and in Australia including Glasgow Stakes, Hamilton, **L**.

**Albion (GB)**, won 3 races in France, second in Prix Greffulhe, Saint-Cloud, **Gr.2**; sire.

**Albaraka (GB)**, won 1 race, placed third in Glasgow Stakes, Hamilton, **L**.; dam of winners.

**Alerta Roja (GB)**, 3 races at 3 years and second in Doncaster Cup, Doncaster, **Gr.2**.



(WITH VAT) <b>DINOO (IRE)</b> (2018) A Bay Gelding	{ Starspangledbanner (AUS) { Shirley Blade (IRE) (2012)	{ Choirir (AUS) { Gold Anthem (AUS) { Dylan Thomas (IRE) { Shirley Blue (IRE)	{ Danehill Dancer (IRE) { Great Selection (AUS) { Made of Gold (USA) { National Song (AUS) { Danehill (USA) { Lagrion (USA) { Shirley Heights { Blue River (FR)
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*DINOO (IRE)*, won 3 races at 3 to 5 years, 2023 and £26,869 and placed 6 times. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

### BHA Rating: High 98 (Flat); Latest 78 (Flat)

TURF	9 runs	1 win	1 pl	£5,698	G	7f
ALL WEATHER	9 runs	2 wins	5 pl	£21,171	ST	1m 1½f - 1m 2f

### Last 3 starts (prior to compilation)

23/02/23	1/5	Class 4 (Hcp AWT)	Newcastle	ST	1m 2f
07/02/23	2/7	Class 5 (Hcp AWT)	Wolverhampton	ST	1m 4f
19/01/23	5/12	Class 5 (Hcp AWT)	Kempton	SS	1m 4f

### Most recent wins (excluding last 3 starts)

07/11/22	1/12	Class 4 (Hcp AWT)	Wolverhampton	ST	1m 1½f
02/07/21	1/5	Class 5 (WFA Nov)	Haydock	G	7f

### 1st Dam

SHIRLEY BLADE (IRE), unraced;

dam of **four winners** from 3 runners and 4 foals of racing age viz-

*DINOO (IRE)* (2018 g. by Starspangledbanner (AUS)), see above.

*BAY HEAVEN (IRE)* (2020 f. by Gustav Klimt (IRE)), won 2 races at 2 years, 2022 in Italy and £13,418 and placed 5 times.

(2021 c. by Caravaggio (USA)).

She also has a 2022 filly by Magna Grecia (IRE).

### 2nd Dam

SHIRLEY BLUE (IRE), placed once at 3 years in France;

dam of **four winners** from 6 runners and 8 foals of racing age including-

**AIRMAIL SPECIAL (IRE)** (c. by Peintre Celebre (USA)), won 2 races at 3 years in France and £60,109 including Prix du Lys, ParisLongchamp, **Gr.3**, placed twice; sire.

Just Devine (IRE), placed once at 3 years; dam of winners.

**SECRET WEAPON (GB)**, 7 races at 3, 5 and 6 years at home and in Hong Kong and £1,383,031 including Longines Jockey Club Cup, Sha Tin, **Gr.2**, The Centenary Vase, Sha Tin, **L.**, placed 11 times including second in Longines Hong Kong Cup, Sha Tin, **Gr.1** and third in The Citibank Hong Kong Gold Cup, Sha Tin, **Gr.1**.

**CODE RED (GB)**, 3 races at 2 and 3 years and £62,819 including Surrey Stakes, Epsom, **L.**, Doncaster Stakes, Doncaster, **L.**, placed twice; sire.

**End of Line (GB)**, 1 race at 2 years and £13,476, third in Heron Stakes, Sandown, **L.**

### 3rd Dam

**Blue River (FR)**, won 1 race in France and placed third in Prix d'Aumale, Chantilly, **Gr.3**;

dam of **ten winners** from 12 runners and 13 foals of racing age including-

**RAYON BLEU (FR)**, won 6 races in France including Prix Cor de Chasse, Maisons-Laffitte, **L.**, placed third in Prix Lovelace, Maisons-Laffitte, **L.**; sire.

**Stani River (USA)**, won 1 race at 3 years in France and placed second in Prix d'Automne, ParisLongchamp, **L.** and Prix des Tourelles, ParisLongchamp, **L.**; dam of winners.

*SEA RING (FR)*, won 2 races at 3 and 4 years in France; dam of winners.

**LINGO (IRE)**, 5 races at 3 and 4 years; also 3 races over hurdles including Tolworth Hurdle, Sandown, **Gr.1**, Greatwood Handicap Hurdle, Cheltenham, **Gr.3**.

**TORRESTRELLA (IRE)**, 3 races at 3 years in France including Poule d'Essai des Pouliches, ParisLongchamp, **Gr.1**; dam of **FARMAH (USA)**, won Premio Carlo e Francesco Aloisi, Rome, **Gr.3**, **WUSOOL (USA)**, 4 races at 3 years in France including Prix Paul de Moussac, Chantilly, **Gr.3**; sire, **INTILAAQ (USA)**, won Rose of Lancaster Stakes, Haydock, **Gr.3** and Steventon Stakes, Newbury, **L.**; sire.

**Torrealta (GB)**, 1 race at 4 years in France and placed second in Prix Scaramouche, Maisons-Laffitte, **L.**; grandam of **ASSIRO (GB)**, 6 races in France and in Italy including Gran Premio di Milano, Milan, **Gr.2**, Premio Carlo d'Alessio, Rome, **Gr.3**.

(WITH VAT) <b>ELZAAM BLUE</b> <b>(IRE)</b> (2018) A Bay Gelding	{	Elzaam (AUS)	{	Redoute's Choice (AUS)	{	Danehill (USA)
		Ghostflower (IRE) (2010)	{	Mambo In Freeport (USA)	{	Shantha's Choice (AUS)
			{	Dansili (GB)	{	Kingmambo (USA)
			{	Silkwood (GB)	{	Golden Thatch (USA)
					{	Danehill (USA)
					{	Hasili (IRE)
					{	Singspiel (IRE)
					{	Wood Vine (USA)

**ELZAAM BLUE (IRE)**, won 3 races at 4 and 5 years, 2023 and £21,879 and placed twice. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**IHRB Rating: High 82 (Flat) 82 (AW); Latest 74 (Flat) 82 (AW)**

TURF	9 runs				£1,412		
ALL WEATHER	6 runs	3 wins	2 pl		£20,467	ST	1m - 1m 2½f

**Last 3 starts** (prior to compilation)

15/02/23	1/8	Class 4 (Hcp AWT)		Dundalk	ST	1m 2½f
27/01/23	7/12	Class 5 (Hcp AWT)		Dundalk	ST	1m 2½f
16/12/22	3/8	Class 4 (Hcp AWT)		Dundalk	ST	1m 2½f

**Most recent wins** (excluding last 3 starts)

11/03/22	1/14	Class 5 (Hcp AWT)		Dundalk	ST	1m
16/02/22	1/13	Class 5 (WFA AWT Mdn)		Dundalk	ST	1m

**1st Dam**

**GHOSTFLOWER (IRE)**, won 1 race at 4 years in France and placed 5 times, from only 7 starts; dam of **two winners** from 3 runners and 5 foals of racing age viz-

**LOST EDEN (IRE)** (2017 g. by Sea The Stars (IRE)), won 5 races at 4 and 5 years, 2022 at home and in U.A.E. and £124,603 including Jebel Ali Stakes, Jebel Ali, **L.**, placed 3 times including second in Jebel Ali Stakes, Jebel Ali, **L.**

**ELZAAM BLUE (IRE)** (2018 g. by Elzaam (AUS)), see above.

Redbud (IRE) (2019 f. by Ribchester (IRE)), placed once at 2 years.

(2020 f. by Australia (GB)).

She also has a 2022 colt by Mastercraftsman (IRE).

**2nd Dam**

**SILKWOOD (GB)**, won 3 races at 3 years and £91,745 including Ribblesdale Stakes, Ascot, **Gr.2**, placed once, from only 5 starts;

dam of **six winners** from 10 runners and 11 foals of racing age including-

**NEXT LIFE (GB)**, won 1 race at 2 years, from only 2 starts; dam of a winner.

**STORM CATCHER (IRE)**, 4 races at 3 to 5 years, 2023 and £21,574 and placed twice.

**3rd Dam**

**WOOD VINE (USA)**, unraced;

dam of **six winners** from 8 runners and 9 foals of racing age including-

**SILENT HONOR (IRE)**, won 2 races at 2 years including Cherry Hinton Stakes, Newmarket, **Gr.2**, third in Lowther Stakes, York, **Gr.2**, all her starts; dam of winners.

**SILKWOOD (GB)**, see above.

**Shrill (GB)**, won 2 races at 2 years and placed third in Tipperary Stakes, Tipperary, **L.**; dam of a winner.

**VINE STREET (IRE)**, won 2 races at 3 years and placed 4 times; dam of winners.

**LESHLAA (USA)**, won Anatolia Trophy, Veliefendi, **L.**, placed second in Emirates Al Rashidiya Stakes, Meydan, **Gr.2** and Dubai Millennium Stakes, Meydan, **Gr.3**.

Indian Petal (GB), placed once at 3 years, from only 2 starts; dam of winners.

**OLD PERSIAN (GB)**, 9 races at 2 to 4 years at home, in Canada and in U.A.E. including Northern Dancer Turf Stakes, Woodbine, **Gr.1**, Dubai Sheema Classic, Meydan, **Gr.1**, King Edward VII Stakes, Ascot, **Gr.2**, Great Voltigeur Stakes, York, **Gr.2**, placed third in Grosser Preis von Berlin, Berlin-Hoppegarten, **Gr.1**; sire.

**Chapelli (GB)**, 2 races at 2 years and second in Chelmer Stakes, Chelmsford City, **L.**

The next dam **MASSARAAT (USA)**, won 2 races at 3 years in France including Prix Amandine, Saint-Cloud, **L.**; Own sister to **MIESQUE (USA)** and **Siam (USA)**;

dam of **four winners** from 9 runners and 11 foals of racing age including-

**TESSA REEF (IRE)**, won 3 races at 3 years in France including Prix Occitanie, La Teste de Buch, **L.** and Prix La Sorellina, La Teste de Buch, **L.**; dam of winners.

**PERMIAN (IRE)**, 6 races including King Edward VII Stakes, Ascot, **Gr.2**.

(WITH VAT) <b>FLOATS ON AIR</b> <b>(GB)</b> (2019) A Bay Gelding	}	Heeraat (IRE)	{	Dark Angel (IRE)	{	Acclamation (GB)
				Thawrah (IRE)		Midnight Angel (GB)
		Almaviva (IRE) (2000)	{	Grand Lodge (USA)	{	Green Desert (USA)
				Kafayef (USA)		Arjuzah (IRE)
						Chief's Crown (USA)
						La Papagena
						Secreto (USA)
						Sham Street (USA)

FLOATS ON AIR (GB), placed once at 4 years, 2023. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

### BHA Rating: High 50 (Flat); Latest 40 (Flat)

TURF	2 runs		
ALL WEATHER	9 runs	1 pl	£843

### Last 3 starts (prior to compilation)

09/03/23	8/10	Class 6 (WFA AWT)	Southwell	ST	7f
16/02/23	10/12	Class 6 (WFA AWT)	Chelmsford City	ST	1m
24/01/23	12/12	Class 6 (WFA AWT)	Southwell	ST	7f

### 1st Dam

ALMAVIVA (IRE), won 1 race at 2 years and placed twice;

dam of **four winners** from 9 runners and 9 foals of racing age viz-

INDIAN JACK (IRE) (2008 g. by Indian Haven (GB)), won 6 races at 2, 3 and 6 years and £43,975 and placed 5 times.

PRIVILEGED (IRE) (2012 f. by Exceed And Excel (AUS)), won 1 race at 3 years and £13,806 and placed 7 times.

INDIAN TRIFONE (IRE) (2010 c. by Indian Haven (GB)), won 1 race at 4 years, placed twice.

BERMUDA SCHWARTZ (GB) (2017 g. by Outstrip (GB)), won 1 race at 2 years and placed once, died at 3 years.

Floats On Air (GB) (2019 g. by Heeraat (IRE)), see above.

### 2nd Dam

KAFAYEF (USA), ran 3 times at 2 and 3 years;

dam of **ten winners** from 12 runners and 14 foals of racing age including-

Warne's Way (IRE) (g. by Spinning World (USA)), won 2 races, £9365 and placed 5 times; also won 3 races over hurdles and £45,260 and placed second in Holloway's Handicap Hurdle, Ascot, **Gr.2**, Sandown Handicap Hurdle, Sandown, **Gr.3** and third in Future Champions Finale Juvenile Hurdle, Chepstow, **Gr.1** and placed 4 times over fences.

Ascot Dream (IRE) (f. by Pennekamp (USA)), won 3 races at 2 years in France and £40,026 and placed 5 times including third in Prix de la Californie, Cagnes-Sur-Mer, **L.** and Prix des Jouvenceaux et des Jouvencelles, Vichy, **L.**; dam of winners.

Persian Filly (IRE) (f. by Persian Bold), won 3 races at 2 and 3 years in Italy and £34,238 and placed 9 times including second in Premio Baggio, Milan, **L.**; dam of winners.

PERMESSO (GB), 6 races in Italy and £298,937 including Premio Coppa d'Oro di Siracusa, Siracusa, **L.**, placed second in Derby Italiano, Rome, **Gr.1**; sire.

URGENTE (GB), 8 races at 2 to 5 years in Italy and £155,015 including Premio Villa Borghese, Rome, **L.**, placed third in Premio Carlo d'Alessio, Rome, **Gr.3**.

Pietro Il Grande (GB), 6 races in Italy and £68,860 and placed 15 times including second in Gran Premio d'Italia, Milan, **L.** and third in Premio UNIRE, Naples, **L.**

PERMALOSA (GB), 2 races at 3 years in Italy; dam of **LIVE YOUR LIFE (IRE)**, placed 4 times at 2 and 3 years in Italy and £3045; also 9 races over jumps at 3 and 7 years in Italy and £172,507 including Gran Corsa Siepi Di Merano Hurdle, Merano, **Gr.1**, Gran Premio Corsa Siepi d'Italia Hurdle, Merano, **Gr.1**, Gran Corsa Siepi di Milano Hurdle, Milan, **Gr.1**, Gran Criterium d'Autunno Hurdle, Merano, **Gr.1**.

### 3rd Dam

SHAM STREET (USA), won 4 races in U.S.A.; Own sister to **STRAMUSC (USA)**;

dam of **ten winners** from 14 runners and 16 foals of racing age including-

MELROSE AVENUE (USA), won 3 races at 2 and 3 years including Queen's Vase, York, **Gr.3**, placed third in Lingfield Derby Trial, Lingfield, **Gr.3**.

QUEEN'S GRAY BEE (USA), won 11 races at 2 to 6 years in U.S.A. including Red Earth Derby, Remington Park, **L.**, Remington Park Derby, Remington Park, **L.**; sire.

DYSHAM (USA), won 1 race at 2 years in U.S.A. viz Junior Champion Stakes, Monmouth Park, **L.**, placed second in Tippett Stakes, Colonial Downs, **L.**; dam of winners.

(WITH VAT) <b>GERALT OF RIVIA</b> <b>(IRE)</b> (2020) A Chesnut Colt	El Kabeir (USA)	Scat Daddy (USA)	Johannesburg (USA)
		Great Venue (USA)	Love Style (USA)
	Wojha (IRE) (2011)	Pivotal (GB)	Unbridled's Song (USA)
		Hureya (USA)	Rose Colored Lady (USA)
			Polar Falcon (USA)
			Fearless Revival
			Woodman (USA)
			Istiqial (USA)

GERALT OF RIVIA (IRE), placed twice at 2 years, 2022. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**BHA Rating: High 70 (Flat); Latest 67 (Flat)**

TURF	4 runs	1 pl	£2,128
ALL WEATHER	3 runs	1 pl	£3,034

**Last 3 starts** (prior to compilation)

28/01/23	5/8	Class 5 (Hcp AWT)	Lingfield	ST	7f
12/12/22	2/5	Class 5 (Hcp AWT)	Lingfield	SS	6f
09/11/22	4/10	Class 4 (Hcp AWT)	Kempton	SS	6f

**1st Dam**

WOJHA (IRE), won 1 race at 3 years;

dam of **two winners** from 4 runners and 6 foals of racing age viz-

**PUNITA ARORA (IRE)** (2017 f. by Sepoy (AUS)), won 2 races at 2 and 3 years and £55,239 including Committed Stakes, Naas, **L.**, placed 3 times including third in Star Appeal Stakes, Dundalk, **L.**, also fourth in Sapphire Stakes, Curragh, **Gr.2** and Sweet Mimosa Stakes, Cork, **L.**

SANGRIA (IRE) (2019 f. by Gutaifan (IRE)), won 1 race at 3 years, 2022 and placed once.

Blowing Wind (IRE) (2018 g. by Markaz (IRE)), placed 5 times at 2 to 4 years, 2022.

Geralt of Rivia (IRE) (2020 c. by El Kabeir (USA)), see above.

(2021 c. by Invincible Army (IRE)).

**2nd Dam**

HUREYA (USA), won 1 race at 3 years and placed 3 times;

dam of **seven winners** from 8 runners and 11 foals of racing age including-

**MUTHABARA (IRE)** (f. by Red Ransom (USA)), won 3 races at 2 and 3 years and £58,800 including Fred Darling Stakes, Newbury, **Gr.3**; dam of winners.

**Mustadeem (IRE)** (g. by Arcano (IRE)), won 1 race at 2 years and £23,215 and placed second in Fairway Stakes, Newmarket, **L.**, third in Tercentenary Stakes, Ascot, **Gr.3**.

Falsafa (GB), unraced; dam of winners.

**Fauvette (IRE)**, 5 races at 3 to 5 years, 2022 and £48,548 and placed 5 times including second in Hoppegartner Flieger-Preis, Berlin-Hoppegarten, **L.**

**3rd Dam**

ISTIQLAL (USA), unraced;

dam of **four winners** from 5 runners and 5 foals of racing age including-

**MUQBIL (USA)**, won 7 races at home and in U.S.A. including Greenham Stakes, Newbury, **Gr.3**, Steventon Stakes, Newbury, **L.**, Washington Singer Stakes, Newbury, **L.**, Labor Day Stakes, Mountaineer Park, **L.**, placed second in Rose of Lancaster Stakes, Haydock, **Gr.3** and third in Belmont Breeders' Cup Handicap, Belmont Park, **Gr.2**.

**Mostaqeleh (USA)**, won 2 races at 2 years and placed second in Prix de Sandringham, Chantilly, **Gr.2**; dam of winners.

**MATERA SKY (USA)**, won Procyon Stakes, Chukyo, **Gr.3**, Cluster Cup, Morioka, **L.R.**, placed second in Gulf News Dubai Golden Shaheen Stakes, Meydan, **Gr.1**.

**NAWWAAR (USA)**, won National Day Cup, Abu Dhabi, **L.**

**RAAGHEB (USA)**, won Winsham Lad Handicap, Sunland Park.

Zaqrah (USA), placed once at 2 years, from only 2 starts; dam of winners.

**RAWAAQ (GB)**, 2 races including Leopardstown 1000 Guineas Trial, **Gr.3**.

The next dam **Wasnah (USA)**, placed 5 times at 2 and 3 years including second in Pretty Polly Stakes, Newmarket, **L.**;

dam of **six winners** from 9 runners and 14 foals of racing age including-

**BAHRI (USA)**, Champion 3yr old miler in Europe in 1995, won 3 races at 2 and 3 years including Queen Elizabeth II Stakes, Ascot, **Gr.1**, St James's Palace Stakes, Ascot, **Gr.1**, placed second in Juddmonte International Stakes, York, **Gr.1**; sire.

**BAHHARE (USA)**, won 3 races at 2 years including Champagne Stakes, Doncaster, **Gr.2**.

(WITH VAT) <b>GOLDEN WHISKY (IRE)</b> (2013) A Chesnut Gelding	{ Flemensfirth (USA)  { Derry Vale (IRE) (1997)	{ Alleged (USA)  { Etheldreda (USA)  { Mister Lord (USA)  { Nun Merrier	{ Hoist The Flag (USA) { Princess Pout (USA) { Diesis { Royal Bund { Sir Ivor (USA) { Forest Friend { The Parson { Merry Memories

**GOLDEN WHISKY (IRE)**, ran twice in N.H. Flat Races at 4 years; also **won** 1 race over hurdles at 6 years and placed twice and **won** 3 races over fences, 2021 and £48,579 including Watch Racing Online Free With Coral Handicap Steeple Chase (Class 2), Chepstow, placed 6 times including second in Coral Get Closer to The Action Handicap Steeple Chase (Class 2), Chepstow; Own brother to **TOPOFTHEGAME (IRE)**. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**BHA Rating: High 126 (Hurdle) 134 (Chase); Latest 126 (Hurdle) 128 (Chase)**

N.H. FLAT	2 runs						
HURDLE	6 runs	1 win	2 pl	£5,662	S	2m 4f	
CHASE	18 runs	3 wins	6 pl	£48,579	S - HY	2m 3½f - 2m 4f	

**Last 3 starts (prior to compilation)**

20/03/23	PU	Class 3 (Hcp Chase)		Taunton	GS	2m 7f
11/03/23	PU	Class 3 (Hcp Chase)		Sandown	S	2m 4f
27/12/22	2/12	Class 2 (Hcp Chase)		Chepstow	S	2m 3½f

**Most recent wins (excluding last 3 starts)**

27/12/21	1/9	Class 2 (Hcp Chase)		Chepstow	S	2m 3½f
21/01/21	1/9	Class 3 (Hcp Chase)		Ludlow	S	2m 4f
28/11/19	1/5	Class 4 (Hcp Nov Chase)		Ffos Las	HY	2m 3½f

**1st Dam**

DERRY VALE (IRE), unraced;

dam of **two winners** from 4 runners and 7 foals of racing age viz-

**TOPOFTHEGAME (IRE)** (2012 g. by Flemensfirth (USA)), won 2 races over hurdles at 4 and 6 years and £94,056 including Betfred Heroes Handicap Hurdle, Sandown, **Gr.3**, placed 4 times including second in Coral Cup Handicap Hurdle, Cheltenham, **Gr.3** and fourth in Classic Novices' Hurdle, Cheltenham, **Gr.2** and Lanzarote Handicap Hurdle, Kempton, **L.** and won 1 race over fences and £145,987 viz RSA Novices' Chase, Cheltenham, **Gr.1**, placed 3 times including second in Mildmay Novices' Chase, Aintree, **Gr.1**, Kauto Star Novices' Chase, Kempton, **Gr.1**; also won 1 point-to-point at 4 years.

**GOLDEN WHISKY (IRE)** (2013 g. by Flemensfirth (USA)), see above.

**2nd Dam**

NUN MERRIER, unraced;

dam of **one winner** and one PTP winner from 3 runners and 5 foals of racing age including-

**Artadoin Lad (IRE)** (g. by King's Ride), won 1 N.H. Flat Race at 5 years; also won 2 races over hurdles at 5 and 6 years and £25,299 and placed second in Sun Alliance Novices' Hurdle, Cheltenham, **Gr.1** and third in Winter Novices' Hurdle, Sandown, **Gr.2**.

**3rd Dam**

MERRY MEMORIES, unraced;

dam of **three winners** and two PTP winners from 8 runners and 11 foals of racing age-

Merry Madness, won 1 point-to-point at 6 years; dam of winners.

**MERRY MASQUERADE (IRE)**, 1 N.H. Flat Race at 6 years; also 8 races over hurdles including Rendesham Hurdle, Kempton, **Gr.2**.

**OVER THE BAR (IRE)**, 1 N.H. Flat Race at 5 years; also 2 races over hurdles at 5 years viz Navan Novice Hurdle, Navan, **Gr.3**, Monksfield Novice Hurdle, Navan, **Gr.3**, placed second in Sun Alliance Novices' Hurdle, Cheltenham, **Gr.1**.

**MERRY PEOPLE (IRE)**, 5 races over hurdles and 10 races over fences including Denny Gold Medal Extended Handicap Chase, Tralee, **Gr.3** (twice).

Merry Proverb, placed once in a N.H. Flat Race; grandam of **ARTEEA (IRE)**, 1 N.H. Flat Race at 5 years; also 2 races over hurdles at 5 and 6 years and 3 races over fences including Ballybrit Novices' Chase, Galway, **Gr.3**, placed second in Arkle Challenge Cup Novice Chase, Leopardstown, **Gr.1**; third dam of **IDENTITY THIEF (IRE)**, 1 N.H. Flat Race at 4 years; also 4 races over hurdles including Liverpool Stayers' Hurdle, Aintree, **Gr.1**, Fighting Fifth Hurdle, Newcastle, **Gr.1**, WKD Hurdle, Down Royal, **Gr.2**.

(WITH VAT) <b>MACK THE MAN</b> <b>(IRE)</b> (2014) A Bay Gelding	}	Flemensfirth (USA)	Alleged (USA)	Hoist The Flag (USA)	
			Etheldreda (USA)	Princess Pout (USA)	
		}	Nifty Nuala (IRE)	Saddlers' Hall (IRE)	Diesis
			(2005)	Nuala's Pet	Royal Bund
			Sadler's Wells (USA)		
			Sunny Valley		
			Buckskin (FR)		
			Avatea		

**MACK THE MAN (IRE)**, ran once in a N.H. Flat Race at 4 years; also **won** 4 races over hurdles, 2021 and £60,845 including December Handicap Hurdle, Sandown, **L.**, placed 4 times including third in Imperial Cup Handicap Hurdle, Sandown, **Gr.3** and placed once over fences at 6 years. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**BHA Rating: High 131 (Hurdle) 130 (Chase); Latest 111 (Hurdle)**

N.H. FLAT	1 run						
HURDLE	18 runs	4 wins	4 pl	£60,845	GS - HY	1m 7½f - 2m ½f	
CHASE	2 runs		1 pl	£3,183			

**Last 3 starts** (prior to compilation)

13/03/23	3/8	Class 4 (Hcp Hurdle)	Taunton	GS	2m ½f
10/01/23	5/6	Class 4 (Hcp Hurdle)	Exeter	HY	2m ½f
26/12/22	4/9	Class 3 (Hcp Hurdle)	Fontwell	GS	2m 1½f

**Most recent wins** (excluding last 3 starts)

10/11/21	1/7	Class 3 (Hcp Hurdle)	Exeter	GS	2m ½f
21/01/21	1/4	Class 3 (Hcp Hurdle)	Wincanton	HY	1m 7½f
07/12/19	1/13	December Hcp H ( <b>L.</b> )	Sandown	HY	2m

**1st Dam**

NIFTY NUALA (IRE), unraced; Own sister to **MICK THE MAN (IRE)**; dam of **one winner** and two PTP winners from 3 runners viz-

**MACK THE MAN (IRE)** (2014 g. by Flemensfirth (USA)), see above.

Here Comes The Man (IRE) (2015 g. by Flemensfirth (USA)), placed once over hurdles, 2022; also won 1 point-to-point at 5 years.

Walks Like The Man (IRE) (2018 g. by Walk In The Park (IRE)), won 1 point-to-point at 5 years, 2023, from only 2 starts.

She also has a 2020 filly and a 2022 filly both by Getaway (GER).

**2nd Dam**

NUALA'S PET, **won** 1 N.H. Flat Race and placed twice; also **won** 1 race over hurdles and placed 3 times and **won** 1 race over fences;

dam of **two winners** from 5 runners and 8 foals of racing age viz-

**MICK THE MAN (IRE)** (g. by Saddlers' Hall (IRE)), won 2 N.H. Flat Races at 5 and 6 years and £62,796 including Paddy Power Champion INH Flat Race, Punchestown, **Gr.1**, placed 4 times including second in Future Champions (Pro-Am) Flat Race, Navan, **Gr.2**, also won 1 race over hurdles and £21,205 and placed 9 times including third in I.N.H. Stallion Owners EBF Novice Hurdle, Fairyhouse, **Gr.2** and won 1 race over fences and placed once.

**Mark The Man (IRE)** (g. by Supreme Leader), won 2 N.H. Flat Races at 5 years and £12,721 and placed once; also won 1 race over hurdles at 6 years and £10,539 and placed once viz third in Future Champions Novice Hurdle, Leopardstown, **Gr.2** and won 1 race over fences.

Ros Nua (IRE), unraced; dam of winners.

**DE BENNO (IRE)**, 3 races over hurdles and £26,996 and 2 races over fences and £54,844 including Tim Duggan Memorial Handicap Chase, Limerick, **Gr.2**, placed second in Ballyhack Handicap Chase, Fairyhouse, **Gr.2**.

**DE BENNETTE (IRE)**, 1 race over hurdles; also 1 point-to-point at 6 years.

Nuala By Storm (IRE), unraced; dam of winners.

**MICK THE BOYO (IRE)**, 3 races over hurdles and £27,305 and placed 7 times.

**SHE'LLBEALLRIGHT (IRE)**, 1 race over hurdles and placed once.

**3rd Dam**

AVATEA, won 4 point-to-points;

dam of **three winners** and one PTP winner from 9 runners and 10 foals of racing age including-  
**PANTECHNICON**, won 10 races over fences and placed 25 times.

(NON VAT)  
**A BAY COLT (GB)**  
 April 9th, 2021

{	Havana Grey (GB)	{	Havana Gold (IRE)	{	Teofilo (IRE)	
			Blanc de Chine (IRE)		Jessica's Dream (IRE)	
	{	Mayfair Rock (IRE) (2015)	{	Society Rock (IRE)	{	Dark Angel (IRE)
				Tara Too (IRE)		Nuallarbor (GB)
Rock of Gibraltar (IRE)						
					High Society (IRE)	
					Danetime (IRE)	
					Gone With The Wind (IRE)	

**E.B.F. Nominated.**

Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**1st Dam**

MAYFAIR ROCK (IRE), placed once at 3 years;  
 dam of 1 runner from 2 foals of racing age viz-

Habana Flyer (GB) (2020 f. by Havana Grey (GB)), ran a few times at 2 years, 2022.

She also has a 2022 colt by Mayson (GB).

**2nd Dam**

TARA TOO (IRE), won 3 races at 2 to 4 years and £19,293 and placed 5 times;

dam of **four winners** from 7 runners and 9 foals of racing age including-

BENOORDENHOUT (IRE), won 7 races at home and abroad and £23,125, placed 15 times.

VAN HUYSEN (IRE), won 6 races at 3 and 4 years and £46,085 and placed 19 times.

**3rd Dam**

GONE WITH THE WIND (IRE), ran a few times at 2 years; Own sister to **FLANDERS (IRE)**;

dam of **one winner** from 3 runners and 5 foals of racing age viz-

TARA TOO (IRE), see above.

The next dam FAMILY AT WAR (USA), won 1 race at 2 years and placed twice;

dam of **nine winners** from 13 runners and 14 foals of racing age including-

**FLANDERS (IRE)**, won 6 races at 2 to 4 years including Scarbrough Stakes, Doncaster, L., placed second in King's Stand Stakes, Ascot, **Gr.2**, Porcelanosa Sprint, Sandown, L. and third in Lowther Stakes, York, **Gr.2**; dam of winners.

**G FORCE (IRE)**, Champion 3yr old sprinter in Europe in 2014, 4 races at 3 and 7 years including Haydock Park Sprint Cup, Haydock, **Gr.1**; sire.

**LOUVAIN (IRE)**, 4 races at 2 and 3 years in France and in U.S.A. including Miesque Stakes, Hollywood Park, **Gr.3** and Flawlessly Stakes, Hollywood Park, L.; dam of

**FLOTILLA (FR)**, Jt Champion 2yr old filly in France in 2012, won Poule d'Essai des Pouliches, ParisLongchamp, **Gr.1** and Breeders' Cup Juvenile Fillies Turf, Santa Anita, **Gr.1**, **BIG FIVE (GB)**, 5 races at 3 and 4 years in France including Prix Right Royal, Chantilly, L., all his starts, **LOUVAKHOVA (USA)**, won Frances

A Genter Stakes, Calder; grandam of **MANGOUSTINE (FR)**, 4 races at 2 and 3 years, 2022 in France including Poule d'Essai des Pouliches, ParisLongchamp, **Gr.1**, Prix Miesque, Chantilly, **Gr.3**, **CROSSFIREHURRICANE (USA)**, won Gallinule Stakes, Curragh, **Gr.3** and Patton Stakes, Dundalk, L., **MY**

**GENERATION (USA)**, 1 race at 3 years viz Patton Stakes, Dundalk, L.; third dam of **JACK AND NOAH (FR)**, won Atlantic Beach Stakes, Aqueduct.

**LAAJOOJ (IRE)**, 4 races including Fairway Stakes, Newmarket, L.

**Desert Poppy (IRE)**, 4 races at 2 to 4 years and placed second in Starlit Stakes, Goodwood, L. and third in Bengough Stakes, Ascot, **Gr.3**.

**ASCOT FAMILY (IRE)**, won 4 races at 2 and 3 years in France including Prix des Jouvenceaux et des Jouvencelles, Vichy, L., placed third in Prix du Cercle, Deauville, L. and Prix Amandine, Deauville, L.; dam of winners.

**FAMILY ONE (FR)**, won Prix Robert Papin, Maisons-Laffitte, **Gr.2**, Prix du Bois, Chantilly, **Gr.3**, placed second in Prix Morny, Deauville, **Gr.1**.

**Modern Family (FR)**, 1 race at 2 years in France, second in Premio Eupili, Milan, L. Lady Family (FR), unraced; dam of **LASSAUT (FR)**, 3 races at 3 years, 2022 in France including Prix Nureyev, Deauville, L., second in Prix Niel, ParisLongchamp, **Gr.2**.

**CAPULET MONTEQUE (IRE)**, won 1 race at 3 years in Qatar; dam of winners.

**JULIET CAPULET (IRE)**, 2 races including Rockfel Stakes, Newmarket, **Gr.2**.

**Juliette Fair (IRE)**, 1 race at 2 years and placed second in Blenheim Stakes, Fairyhouse, L.

Land Army (IRE), ran once at 3 years; dam of winners.

**LETHAL FORCE (IRE)**, Champion older sprinter in Europe in 2013, 4 races including July Cup, Newmarket, **Gr.1**, Diamond Jubilee Stakes, Ascot, **Gr.1**, Hungerford Stakes, Newbury, **Gr.2**, second in Prix Maurice de Gheest, Deauville, **Gr.1**; sire.

(WITH VAT) <b>MILLTOWN STAR</b> <b>(GB)</b> (2017) A Bay Gelding	{	Roderic O'Connor (IRE)	{ Galileo (IRE)	{ Sadler's Wells (USA)
			{ Secret Garden (IRE)	{ Urban Sea (USA)
	{	Hail Shower (IRE) (2010)	{ Red Clubs (IRE)	{ Danehill (USA)
			{ Beat The Rain (GB)	{ Chalamont (IRE)
			{ Red Ransom (USA)	{ Two Clubs (GB)
			{ Beat Hollow (GB)	{ Love The Rain (GB)

**Has been seen to Box-Walk and Weave.**

**MILLTOWN STAR (GB)**, won 4 races at 2 and 6 years, 2023 at home and in France and £63,505 including Prix Hérod, Chantilly, **L.**, placed 4 times including second in Dubai Nursery Handicap Stakes (Class 2), Newmarket and third in First Call Traffic Management Nursery Handicap Stakes (Class 2), Newmarket. Sold with a pre-sale veterinary certificate (Subject to re-examination) (See Conditions of Sale).

**BHA Rating: High 100 (Flat); Latest 76 (Flat)**

TURF	18 runs	1 win	3 pl	£26,870	GF	6f
ALL WEATHER	9 runs	2 wins	1 pl	£9,608	ST	6f - 1m
FOREIGN FLAT	2 runs	1 win		£27,027		7f

**Last 3 starts** (prior to compilation)

17/03/23	8/11	Class 5 (Hcp AWT)	Wolverhampton	ST	1m 1½f
21/01/23	6/12	Class 5 (Hcp AWT)	Lingfield	ST	1m
08/01/23	1/14	Class 5 (Hcp AWT)	Southwell	ST	1m

**Most recent wins** (excluding last 3 starts)

19/11/19	1/9	Prix Hérod ( <b>L.</b> )	Chantilly		7f
15/07/19	1/10	Class 5 (WFA AWT Nov)	Wolverhampton	ST	6f

**1st Dam**

**HAIL SHOWER (IRE)**, won 2 races at 2 and 3 years and £15,332 and placed 6 times; dam of **three winners** from 4 runners and 7 foals of racing age viz-

**MILLTOWN STAR (GB)** (2017 g. by Roderic O'Connor (IRE)), see above.

**ATRIUM (GB)** (2019 g. by Holy Roman Emperor (IRE)), won 5 races at 2 and 3 years, 2022 and £59,750 and placed twice.

**SIGRID NANSEN (GB)** (2015 f. by Cityscape (GB)), won 4 races at 4 and 5 years at home and abroad and £18,482 and placed 12 times.

Chicago Guy (GB) (2016 g. by Cityscape (GB)), placed once at 2 years.

(2020 c. by Sixties Icon (GB)).

Hail Ceasar (GB) (2021 c. by Holy Roman Emperor (IRE)), unraced to date.

**2nd Dam**

**BEAT THE RAIN (GB)**, placed twice at 2 and 3 years;

dam of **three winners** from 3 runners and 3 foals of racing age including-  
**HAIL SHOWER (IRE)**, see above.

**3rd Dam**

**LOVE THE RAIN (GB)**, won 1 race at 3 years in France; Own sister to **BONASH (GB)**;

dam of **five winners** from 12 runners and 14 foals of racing age including-

**QUENCHED (GB)**, won 2 races including Aphrodite Stakes, Newmarket, **L.**; dam of winners.

**EXCESS KNOWLEDGE (GB)**, 5 races at 2, 4 and 5 years at home and in Australia including Lexus Hotham Stakes, Flemington, **Gr.3**, Doncaster Prelude Royal Parma Stakes, Rosehill, **Gr.3**, placed second in Ajax Stakes, Rosehill, **Gr.2**.

**Raincoat (GB)**, won 3 races at 2 to 4 years and second in Dante Stakes, York, **Gr.2**.

The next dam **SKY LOVE (USA)**, won 2 races at 3 years and placed once;

dam of **seven winners** from 8 runners and 9 living foals of racing age including-

**MEDIA NOX (GB)**, won 5 races at 2 to 4 years in France and in U.S.A. including Buena Vista Stakes, Santa Anita, **Gr.2** and Prix du Bois, Chantilly, **Gr.3**; dam of winners.

**NEBRASKA TORNADO (USA)**, won Prix de Diane, Chantilly, **Gr.1**, Prix du Moulin de Longchamp, ParisLongchamp, **Gr.1**, Prix Mélisande, ParisLongchamp, **L.**

**BURNING SUN (USA)**, won Prix Eugène Adam, Maisons-Laffitte, **Gr.2**.

**MIRABILIS (USA)**, won Churchill Distaff Turf Mile Stakes, Churchill Downs, **Gr.3**, placed third in Prix de la Forêt, ParisLongchamp, **Gr.1**; dam of **WESTOVER (GB)**, 3 races at 2 and 3 years, 2022 including Irish Derby, Curragh, **Gr.1**.



(WITH VAT) <b>ESCAPEFROMALCATRAZ</b> <b>(FR)</b> (2017) A Bay Gelding	}	Youmzain (IRE)	{	Sinndar (IRE)	{	Grand Lodge (USA)		
			Sadima (IRE)	{	Sinntara (IRE)	{	Sadler's Wells (USA)	
		Waajida (GB) (2007)	{	Dubawi (IRE)	{	Anima (GB)	{	Dubai Millennium (GB)
			{	Ruby Affair (IRE)	{	Zomaradah (GB)	{	Night Shift (USA)
					{	Tiavanita (USA)		

ESCAPEFROMALCATRAZ (FR), ran once in a N.H. Flat Race at 6 years, 2023.

N.H. FLAT 1 run

**Last 3 starts** (prior to compilation)

29/01/23 12/14 Class 5 (WFA NHF)

Fontwell

GS

2m 1½f

**1st Dam**

**Waajida (GB)**, won 1 race at 6 years abroad and £12,249 and placed 6 times; also won 1 race over jumps at 4 years in Italy and £13,190 and placed once viz second in Criterium di Primavera 4yo Hurdle, Merano, **Gr.2**.

dam of **four winners** from 6 runners and 6 foals of racing age viz-

**WILD WATER (CZE)** (2020 f. by Dschingis Secret (GER)), won 1 race at 2 years, 2022 abroad and placed 4 times, all her starts.

**WILD LOVE (FR)** (2015 f. by Planteur (IRE)), won 1 race at 3 years abroad and £16,185 and placed twice.

**MEGHAN (FR)** (2018 f. by Exosphere (AUS)), won 1 race over jumps at 3 years abroad and placed once.

**LISETA (FR)** (2019 f. by Planteur (IRE)), won 1 race at 2 years abroad.

**2nd Dam**

RUBY AFFAIR (IRE), placed once at 3 years;

dam of **eight winners** from 10 runners and 10 foals of racing age including-

**HAMMADI (IRE)** (c. by Red Ransom (USA)), won 3 races at 2 and 4 years at home and in U.A.E. and £95,124 including Jebel Ali Sprint, Jebel Ali, **L.**, placed 10 times.

**Arabic History (IRE)** (g. by Teofilo (IRE)), won 2 N.H. Flat Races at 4 years and placed twice including second in High Sheriff Cheltenham NH Flat Race, Cheltenham, **L.**; also won 1 race over hurdles at 4 years, all his starts.

**Francis Cadell (GB)/Bullish Star (GB)** (c. by Cadeaux Genereux), won 1 race at 2 years and £23,109 and placed 3 times including second in Spring Cup, Lingfield, **L.**

Rubileo (GB), ran 3 times at 2 years; dam of winners.

**PANTSONFIRE (IRE)**, 4 races at 3 to 5 years in U.S.A. and £183,776 including Astra Stakes, Santa Anita, **Gr.3**, placed 8 times including third in Santa Barbara Stakes, Santa Anita, **Gr.3**, Possibly Perfect Stakes, Santa Anita, **L.** (twice).

**BOMAR (IRE)**, Champion 3yr old colt in Scandinavia in 2012, 6 races at 2 and 3 years in Norway and in Sweden and £218,905 including Land Rover Svenskt Derby, Jagersro, **L.**, second in Norsk Derby, Ovrevoll, **L.**, Songline Classic, Taby, **L.**

**Liar Liar (IRE)**, 2 races at 2 and 4 years in U.S.A. and £99,684 and placed third in Eddie Logan Stakes, Santa Anita, **L.**

**RARE SYMPHONY (IRE)**, 2 races at 3 years and placed 3 times; also 2 races over hurdles at 4 and 5 years and placed 3 times; dam of **MOSS TUCKER (IRE)**, 5 races at 3 and 4 years, 2022 and £81,647 including Waterford Testimonial Stakes, Curragh, **L.**, placed 9 times including third in Abergwaun Stakes, Tipperary, **L.**

**3rd Dam**

TIAVANITA (USA), ran in France at 3 and 4 years;

dam of **five winners** from 10 runners and 12 foals of racing age including-

**ISLAND SANDS (IRE)**, won 4 races at 2, 3 and 5 years including 2000 Guineas, Newmarket, **Gr.1**, placed second in Prix Edmond Blanc, Saint-Cloud, **Gr.3**, Prix Quincey, Deauville, **Gr.3** and third in Sandown Mile, Sandown, **Gr.2**.

The next dam NIRVANITA (FR), unraced;

dam of **eight winners** from 11 runners and 11 foals of racing age including-

**CORRUPT (USA)**, won 5 races at 2 to 4 years at home and in France including Great Voltigeur Stakes, York, **Gr.2**, Lingfield Derby Trial, Lingfield, **Gr.3**, Prix Gontaut-Biron, Deauville, **Gr.3**, Easter Stakes, Kempton, **L.**; sire.

**Vaguely's Son (FR)**, won 5 races at 4 and 5 years in France and placed third in Grand Prix de Nantes, Nantes, **L.**; sire.

(NON VAT) <b>MUSKATEER ONE</b> (GB) (2019) A Bay Filly	}	{	Charm Spirit (IRE)	{	Invincible Spirit (IRE)	{	Green Desert (USA)
					L'Enjoleuse (IRE)		Raffa
			{	{	{	{	Montjeu (IRE)
	Satulagi (USA) (2004)	Officer (USA)					Machaera (GB)
							Bertrando (USA)
							St Helens Shadow (USA)
							Danzig Connection (USA)
							Star Empress (USA)

MUSKATEER ONE (GB), ran 3 times at 2 years.

### BHA Rating: High 51 (Flat)

TURF	1 run
ALL WEATHER	2 runs

### Last 3 starts (prior to compilation)

21/06/21	8/10	Class 4 (WFA AWT Nov)	Wolverhampton	ST	5f
09/04/21	7/7	Class 5 (WFA Nov)	Leicester	GF	5f
31/03/21	6/10	Class 5 (WFA AWT Nov)	Kempton	SS	5f

### 1st Dam

**SATULAGI (USA)**, won 2 races at 2 years and £45,714 including Winkfield Stakes, Ascot, **L.**, placed 5 times including second in Empress Stakes, Newmarket, **L.**, third in Sweet Solera Stakes, Newmarket, **Gr.3** and fourth in Fillies' Mile, Ascot, **Gr.1**;

dam of **four winners** from 8 runners and 9 foals of racing age viz-  
**ONE MORE ROMAN (IRE)** (2009 c. by Holy Roman Emperor (IRE)), won 10 races at home and in Qatar and £66,896 and placed 19 times.

**TEOLAGI (IRE)** (2010 g. by Teofilo (IRE)), won 3 races at 2 and 3 years at home and in France and £30,313 and placed 5 times.

**MANY WATERS (USA)** (2014 f. by Street Cry (IRE)), won 1 race at 4 years in U.S.A. and £25,138 and placed 8 times; dam of a winner viz-  
**DANNY ZUKO (USA)**, winner to 2022 in U.S.A.

**SUMMER THUNDER (USA)** (2015 f. by Street Cry (IRE)), won 1 race at 3 years and placed 5 times.

### 2nd Dam

**SHAWGATNY (USA)**, won 1 race at 2 years; Own sister to **STAR OF GDANSK (USA)**;

dam of **ten winners** from 12 runners and 14 foals of racing age including-

**MOTOR CITY (USA)** (g. by Street Sense (USA)), won 7 races at 2, 5 and 6 years in U.S.A. and £109,201 including Iroquois Stakes, Churchill Downs, **Gr.3**.

**WINTER BOOK (USA)** (f. by Any Given Saturday (USA)), won 6 races at 2 to 4 years in U.S.A. and £92,159 including Aspen Cup Stakes, Ruidoso Downs; dam of winners.

**Burma Road (USA)** (f. by Street Boss (USA)), won 4 races at 3 to 5 years in U.S.A. and £183,315 and placed third in H.B.P.A Stakes, Presque Isle Downs; dam of a winner.

**BUSHIDO (USA)**, won Ontario Racing Stakes, Woodbine, **L.**

**WOODFORD GIRL (USA)**, won 2 races at 3 and 4 years in U.S.A., £62,183; dam of winners.

**RICH MOMMY (USA)**, won Sugar Swirl Stakes, Gulfstream Park, **Gr.3**, placed second in Princess Rooney Stakes, Gulfstream Park, **Gr.2**.

Spring Station (USA), unraced; dam of **ROWDY YATES (USA)**, won Don C McNeill Stakes, Remington Park, **R.**, Oklahoma Classics Juvenile Stakes, Remington Park, **R.**, placed second in Bashford Manor Stakes, Churchill Downs, **Gr.3**.

Shore Light (USA), unraced; dam of winners.

**Sure Route (GB)**, 4 races at 3 and 6 years at home and in U.S.A. and £124,714 and placed second in South Beach Stakes, Gulfstream Park; dam of **DIVINE IMAGE (USA)**, won Range Rover UAE Oaks, Meydan, **Gr.3**, Al Bastakiya, Meydan, **L.**

### 3rd Dam

**STAR EMPRESS (USA)**, won 3 races at 3 years in U.S.A.;

dam of **five winners** from 9 runners and 10 foals of racing age including-

**STAR OF GDANSK (USA)**, won 3 races at 2 and 3 years including Desmond Stakes, Curragh, **Gr.3**, Tetrarch Stakes, Curragh, **Gr.3**, placed second in Irish 2000 Guineas, Curragh, **Gr.1** and third in Irish Derby, Curragh, **Gr.1** and Derby Stakes, Epsom, **Gr.1**.

**W D JACKS (USA)**, won 5 races at 3 years in U.S.A. including Affirmed Handicap, Hollywood Park, **Gr.3**; sire.

**EMPRESS JACKIE (USA)**, won 8 races at 2 to 5 years in U.S.A. including Am Capable Stakes, Monmouth Park, Rumson Handicap, Monmouth Park; dam of winners.

**TAJANNUB (USA)**, 4 races including Princess Margaret Stakes, Ascot, **Gr.3**.



# Notices to Purchasers

Prospective purchasers' attention is drawn to the following pages and you are requested and advised to read them carefully and in full prior to purchase.

- 3 Tattersalls Online Representatives
- 4-5 Guide to Cataloguing  
These pages explain some of the 'shorthand' used in the catalogue and the criteria used in the compilation of the catalogue and are designed to assist you in understanding the catalogue page.
- 6-21 Conditions of Sale  
These are the 'rules' of the sale and set out the legal basis on which our auction sales are conducted.
- 22-27 Online Auction Terms
- 28-30 Sale of Breeding Rights
- 31-36 Guidance for Purchasers  
These pages deal with a number of practical matters for the assistance of purchasers before bidding in the ring and after purchase.
- 37 New Buyer Form
- 38 Credit Card Purchases / Purchaser Payments
- 39 BHA Equine Anti-doping Rules (EADR)
- 40-55 The Bloodstock Industry Code of Practice

It is impossible to stress how important it is for prospective purchasers to be fully aware of the information contained in these pages in order to assist them in protecting their interests.

## **CYBERCRIME**

**Please note that in view of the risk of cybercrime the banking details for Tattersalls will NOT change during the course of a transaction with Tattersalls and Tattersalls will NOT accept responsibility for any loss or consequences if you transfer money to an incorrect or false banking account.**

**Furthermore, we have been made aware of a minority of instances where clients have received a fraudulent invoice purportedly from Tattersalls that shows incorrect banking details. For all payments to Tattersalls the banking details to be used for electronic transfers are as shown in our printed catalogue and if you have any doubts or concerns please contact the Accounts Department.**

# Tattersalls Online Representatives Here To Help

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# Notices to Purchasers

## Criteria for Pedigree Compilation

The following criteria have been agreed in principle by those Sales Companies represented on the European Sub-Committee of the International Cataloguing Standards Committee.

1. Pedigrees may not extend beyond the fifth dam. Only black-type performers and their links may be mentioned under the fifth dam.
  
2. Certain relationships to the subject animal are designated 'key positions'. Key positions comprise:
  - the subject animal him/herself
  - the first dam of the subject animal and any of her descendants

Only in the case of animals in key positions may the race names of non-black type races be carried. Only in the case of animals in key positions may a 4th-placing in a Group/Graded race be mentioned (NB Such a placing will not confer black type, except as set out on page viii of the ICSC Booklet 2010).
  
3. Jump Races appearing in Part IV of the ICSC Booklet may confer black type, but only if the type is italicised to differentiate it clearly from the black type given to flat race performances.
  
4. No reference to relationships may be made other than in the case of the Full- (i.e. 'own-') brother or sister. (That is to say, references such as 'three-parts sister to' and 'bred on the same lines as' are disallowed). Except in the case of the subject animal, the horse to whom the animal in question is related must be a black-type horse.
  
5. 'Excellence narrative' must be restricted to the top horse in any qualifying category. Thus, while a Sales Company may elect to use any one of the following terms – 'Champion', 'Top-rated' or 'High-weighted' – such terms as '2nd Top-rated' may not be used. Further, excellence narrative may only be applied to horses which
  - have been officially rated top within the following categories or combination of categories:
    - Continent
    - Country
    - Sex
    - Age
    - Distance range
  - have been published in the relevant section of the ICSC Booklet
  
6. Performances outside the home country of the catalogue in question will be indicated as such, either by citing the country(ies) by name or by use of the word 'abroad'.



This catalogue has been compiled in accordance with the criteria agreed by the International Cataloguing Standards Committee.

# Notices to Purchasers

## Catalogue Explanation

Within the catalogue each horse mentioned will appear in one of 6 typefaces. These are:

- HORSE** - a Group/Graded, Listed Stakes winner as approved in parts 1& 2 of the Cataloguing Standards Guide published by I.C.S.C.
- Horse** - a horse placed second or third in the races above.\*
- HORSE* - a winner of a race (either flat or N.H.).
- Horse - a non-winner
- HORSE** - a winner of a National Hunt Pattern race.
- Horse** - a horse placed in a National Hunt Pattern race.

\*Horses placed fourth in such races in 1989 or before remain qualified for Black Type (GR 1 fourths only in 1989).

From 1st of January 2020 only horses finishing second and third in any race will be deemed to be 'placed'.

For the dam, 2nd dam and (if shown) 3rd dam of the subject animal a précis is given of their winners, runners and foals of racing age (flat catalogues) or total foals (N.H. catalogues). For the dam of a yearling, her 3 year old and 2 year old (where applicable) are shown and for the dam of a foal, her yearling also.

For all broodmares a full breeding-record is shown.

4th and 5th dams may be included (Black Type data and links only) if space allows.

### Inclusion of Form

All form shown is for performances on the flat unless otherwise specified.

For a subject animal or within the 1st dam of the pedigree, non Black-Type data may be included (Class 6 races or below excepted). When a subject animal has run under National Hunt Rules (or its equivalent) outline details of its performances must be included.

Within the 1st dam, details of win and place form under National Hunt Rules (or its equivalent) must be included, if applicable, for any lot mentioned

National Hunt Form (or its equivalent ) in the 2nd dam or beyond need not appear.

### Racing Careers

Purchasers should be aware that details of racing careers of Lots are not intended to be comprehensive and purchasers should therefore make their own enquiries concerning the full racing career of any particular Lot. Additionally, in view of the time elapsing between production of the catalogue and the date of sale, there may well be further racing performances and/or official rating changes not recorded in the catalogue nor announced from the rostrum.

Horses In Training pedigrees display a summary of the subject animal's performances up to the date of catalogue production. Additionally, catalogue pages for selected Horse In Training Sales also contain additional race form information in the format below:

Date	Finish Pos/ No. Runners	Race Class/Name/Type	Racecourse	Going	Distance
15/10/21	1/15	Class 5 (WFA Nov)	Redcar	GS	6f

For each horse the three most recent runs will be listed. In addition, each horse will have their three most recent wins listed (if applicable). Where a recent win already appears in recent runs it will not be duplicated under most recent wins.

### Catalogue Details

Pedigrees and performances are supplied for the sales catalogues by Weatherbys Bloodstock Services as a service to Tattersalls who are acting in their capacity as agent for the Vendors. The Vendors are solely responsible for the accuracy of all information concerning their horses (see Condition 13). Neither Weatherbys Bloodstock Services nor Tattersalls accepts liability for any loss resulting from any errors or omissions contained in the catalogue details.

# TATTERSALLS ONLINE AUCTION

## Conditions of Sale

### TATTERSALLS LIMITED (hereinafter called "TATTERSALLS") ONLINE AUCTION SALES CONDITIONS OF SALE

These Conditions of Sale apply to all Lots sold by Tattersalls Online Auction Sale from August 2022 onwards. Tattersalls draw your attention to the Tattersalls Online Auction Guidance to Purchasers, Guide to Cataloguing Details and Bloodstock Industry Code of Practice available on the Tattersalls Website.

### Special Notice

Tattersalls Online Auction Sale is and is only available to bidders who are bidding/purchasing for purposes relating to their trade or business. Before bidding all bidders are required to demonstrate to Tattersalls' satisfaction that they are and are only bidding for purposes relating to their trade or business.

#### 1. Parties

- 1.1** The Purchaser shall be the highest bidder acceptable to TATTERSALLS subject to the right reserved by TATTERSALLS to fix a minimum selling price at all or any Sales and subject to any reserve price.
- 1.2** The Vendor shall be the person or persons stated in TATTERSALLS online sales entry form to be the owner or owners of the Lot.

#### 2. Conduct of Sale - General

- 2.1** TATTERSALLS shall have absolute discretion to accept or refuse an entry and in the event of TATTERSALLS deciding to refuse an entry, TATTERSALLS shall be under no obligation to provide any explanation for such refusal.
- 2.2** All Lots offered for sale will be subject to a reserve price which shall be either the minimum selling price or any higher reserve price in respect of which TATTERSALLS have received written notification from the Vendor prior to the time bidding on the first Lot of any online auction sale is scheduled to commence. A Vendor will only be permitted to remove or reduce a reserve price after that time with the express written consent of TATTERSALLS.
- 2.3** As provided for by Law a seller of a Lot OR any one person on his behalf may bid for that Lot at the auction. The seller shall mean the Vendor or, if different, the owner. Where however a Lot is stated to be "Partnership Property" any partner, syndicate member, co-owner or other person interested there in may bid on his own behalf either personally or through an agent.
- 2.4** TATTERSALLS reserves the right without giving any reason therefor to reject or ignore any or all bids.
- 2.5** TATTERSALLS reserves the right to withdraw any Lot before or during any Sale without giving any reason therefor.
- 2.6** Any reference to the word 'day' or 'days' in these Conditions of Sale means a calendar day including Saturdays, Sundays and public holidays.
- 2.7** Where the subject matter of any Lot is the sale of a stallion share, breeding right or nomination, the Conditions of Sale shall be deemed amended as set out in the Schedule to these Conditions of Sale in respect of that Lot.
- 2.8** (a) Tattersalls fully supports the Bloodstock Industry Code of Practice ("the Code"). A copy of the current Code is available for inspection in Tattersalls' Sales catalogues and on Tattersalls' website.



- (b) All participants at Tattersalls Sales (whether vendors, purchasers, agents or otherwise) hereby acknowledge that they are bound by and agree to observe in full the Code including any amendments to the Code as may be made and published from time to time.
- (c) Tattersalls reserves the right to exclude for a period to be determined in its absolute discretion any person or entity from participating whether directly or indirectly in its Sales or from attending its premises in both Britain and Ireland (whether vendors, purchasers, agents or otherwise) where they or any person or entity acting on their behalf have been found guilty of a criminal offence appearing to Tattersalls to involve a breach of the Code, or who has been found liable in the High Court or similar proceedings for conduct appearing to Tattersalls to involve a breach of the Code (whether such criminal or civil proceedings take place in Britain, Ireland or elsewhere) or who has been sanctioned by the British Horseracing Authority for breach of the Code.
- (d) Participants at Tattersalls' Sales authorise Tattersalls to disclose to the Code Panel Lawyer upon request whether and if so when that participant signed a sales entry form or purchase confirmation slip acknowledging that the participant was bound by and agreed to observe the Code.

### 3. Commission and Fees

- 3.1** An entry fee is payable to TATTERSALLS by the Vendor in respect of each Lot entered and whose details are published online in TATTERSALLS Online Auction Sales Catalogue .
- 3.2** Commission is payable to TATTERSALLS by the Vendor at the rate of 5% of the price of each Lot whether:
  - (a) sold or bought in by auction at TATTERSALLS Sales, or
  - (b) sold otherwise than by auction at TATTERSALLS Sales (including for the avoidance of doubt any sale pursuant to a pre-emption right where a Lot is offered for sale subject to a pre-emption right) between the date of publication of the Online Auction Sales Catalogue for the Sale in which the Lot was entered and 28 days after the last day of that Sale. Provided that for the purpose of sub-condition (b) above TATTERSALLS reserves the right to substitute a fair price for any sale price notified to it or to determine a fair price when no sale price is notified to it. Provided also that where a Lot is bought-in 100% by the Vendor and
    - (i) TATTERSALLS receive written notification to that effect by the end of selling on the day of the buy-in, and
    - (ii) the Vendor instructs TATTERSALLS to publish the Lot as bought-in, then the rate of commission is reduced to zero. Full Commission is to be paid by the Vendor to TATTERSALLS on demand in respect of (i) any Lot returnable and returned to the Vendor and (ii) any Lot, being a nomination to a stallion, where the Purchaser thereof is entitled to a full refund.
- 3.3** A Vendor may withdraw a Lot from sale without TATTERSALLS consent up to 1 hour prior to the time bidding on the first Lot of any online auction sale is scheduled to commence and may only withdraw the Lot thereafter with the express written consent of TATTERSALLS. A Lot withdrawal fee is payable to TATTERSALLS by the Vendor in respect of any Lot which is entered and catalogued for a Sale and which is thereafter withdrawn unless a Veterinary Certificate to TATTERSALLS' satisfaction is produced or unless commission is payable under sub-condition 3.2(b).
- 3.4** Commission and Fees are subject to VAT or equivalent where applicable.

### 4. Conduct of Sale - Online

- 4.1 Catalogue Publication**  
TATTERSALLS Online Auction Sales Catalogue will be published on the date advertised on the TATTERSALLS website.
- 4.2 Bidding Opens**  
TATTERSALLS Online Auction Sales will commence at 12:00 p.m (GMT/BST whichever is local to Tattersalls' UK Office on the date of the sale) on the date advertised on TATTERSALLS website.
- 4.3 Bidding Increments**  
The Auction will be conducted in Guineas with bidding increments to be set at the discretion of TATTERSALLS.
- 4.4 Original Closing Time**  
Subject to the Extra Time Rule at condition 4.5, the conclusion of the Auction Sale will start approximately 24 hours after its commencement with the auction of the first Lot in the Catalogue concluding at 12.00 p.m. (GMT/BST whichever is local to Tattersalls' UK Office on the date of the sale) on the advertised day on which bidding closes. The auction of each subsequent Lot shall conclude every 2 minutes thereafter. ("Original Closing Time").

**4.5 Extended Closing Time - Extra Time Rule**

If a bid is made on a Lot within 2 minutes of the Original Closing Time at condition 4.4 the auction of the Lot will continue until a period of a full 2 minutes has elapsed without a bid being made on the Lot. ("**Extended Closing Time**")

- 4.6** Subject to any reserve price the highest bidder on a Lot at the Original Closing Time shall be the Purchaser of the Lot unless there is an Extended Closing Time in which event the highest bidder at the end of the Extended Closing Time shall be the Purchaser of that Lot.

**5. Payment by Purchasers**

**5.1** The Purchaser of each Lot shall:

- (a) immediately after the purchase of a Lot
  - (i) sign the form of Purchase Confirmation supplied by TATTERSALLS if so required;
  - (ii) give his/her name, address and proof of identity to TATTERSALLS if so required, and
  - (iii) pay the full amount of the price bid for the Lot together with VAT thereon if applicable (together "the Purchase Sum") by cash or acceptable banker's draft to TATTERSALLS
- (b) take away at his own expense every Lot purchased by him from the Vendor's Premises before 5.00 p.m. on the fourth day after the day on which the Lot was sold provided that TATTERSALLS has given its prior written consent thereto. In the event that the Lot has not been collected by the stipulated time the Purchaser shall pay on demand to the Vendor the reasonable expenses not exceeding £30 per day incurred by the Vendor of and in connection with the Lot for any day or part of a day the Lot remains on the Vendor's premises beyond the stipulated time.

**5.2** If the Purchaser shall fail to comply with any of the Conditions set out in 5.1(a) TATTERSALLS may take possession of and resell the Lot and any progeny born after the Sale to a Lot described as "believed in foal" (hereafter "its Progeny") either immediately or otherwise by public or private sale.

**5.3** If the Purchaser shall fail to pay to TATTERSALLS the Purchase Sum and any interest due thereon pursuant to these Conditions then, save where TATTERSALLS shall have exercised its rights under sub-condition 5.2 or sub-condition 6.5, TATTERSALLS shall be entitled to sue for the full amount of the Purchase Sum and interest thereon. As between TATTERSALLS and the Vendor TATTERSALLS shall be under no duty to sue and nothing which it does or does not do shall affect the right of the Vendor to enforce any right he may have against the Purchaser.

**5.4** Unless there is in force a Purchasers Authorisation accepted in writing by TATTERSALLS the highest bidder for the Lot and any principal for whom he may be acting shall be jointly and severally liable under the contract of sale and under these Conditions of Sale.

**6. Title and Possession**

**6.1** TATTERSALLS may at its absolute discretion permit the Purchaser to take away a Lot notwithstanding that the Purchaser has not complied with the obligation immediately to pay the Purchase Sum pursuant to 5.1(a)(iii). If TATTERSALLS so permits the Purchaser to take away a Lot it does so as a matter of grace and the Purchaser shall remain liable to pay the Purchase Sum as aforesaid.

**6.2** The property in a Lot and its Progeny (if any) shall not pass to the Purchaser or any principal for whom he is acting until the Purchase Sum has been paid in full together with any interest due thereon pursuant to these Conditions. The Lot and its Progeny (if any) shall be at the Purchaser's risk in all respects from the time the Lot is sold. Until the Purchase Sum due in respect of a Lot has been paid in full together with any interest due thereon pursuant to these Conditions, the Purchaser and or his principal shall not whether acting by himself/herself, his/her servants, agents or otherwise howsoever enter, or cause or permit the said Lot to be entered for or to run in or otherwise participate in a race recognised by any Racing Authority unless TATTERSALLS' prior written consent has been obtained.

**6.3** At any time until property in a Lot and its Progeny (if any) has passed to the Purchaser and or his principal for whom he is acting the Purchaser and/or his principal shall forthwith on demand by TATTERSALLS (a) deliver up possession of the Lot and its Progeny (if any) to TATTERSALLS or (b) inform TATTERSALLS of the name and address of any third party in possession of the Lot and its Progeny (if any) and irrevocably instruct that third party to hold the Lot and its Progeny (if any) to the exclusive order of TATTERSALLS and provide written evidence to TATTERSALLS satisfaction that such instruction has been given. Upon a demand being made by TATTERSALLS under this sub-condition, any licence which the Purchaser and/or his/her principal may have to sell the Lot and/or its Progeny shall forthwith determine.

- 6.4** If the Purchaser and/or his principal fail to comply with a demand for delivery up of a Lot and its Progeny (if any) made under sub-condition 6.3, TATTERSALLS may enter upon any premises owned, occupied or controlled by the Purchaser and/or his/her principal where the Lot and/or its Progeny are situated to repossess the Lot and its Progeny (if any) at any time between 9am and 6pm on any day.
- 6.5** At any time after making a demand pursuant to sub-condition 6.3 above TATTERSALLS may resell any Lot and its Progeny (if any) and such sale may be held immediately or otherwise by public or private sale.

## **7. Purchaser's liability after resale**

- 7.1** (a) Subject to paragraph (c) below, where TATTERSALLS resells a Lot and/or its Progeny pursuant to a power to resell it under any provision of these Conditions, the Purchaser shall be liable to pay the difference between (i) the unpaid balance of the Purchase Sum together with interest due thereon pursuant to these Conditions up to the date of resale and (ii) the price agreed on the resale (if lower) after deduction of any expenses incurred in the sale. If a higher price is agreed on the resale, TATTERSALLS shall be entitled to keep the full amount paid.
- (b) TATTERSALLS shall be entitled to sue in respect of that liability as soon as the contract for resale is made (whether or not payment has been made or is yet due under that contract).
- (c) If the purchaser under the contract of resale defaults, the Purchaser shall remain liable for (i) the unpaid balance of the Purchase Sum together with interest due thereon pursuant to these Conditions less (ii) such sum, if any, as is paid under the contract of resale.
- 7.2** The Purchaser shall also be liable to pay TATTERSALLS any expense (including legal costs) incurred in recovering any Lot and/or its Progeny (if any) pursuant to these Conditions and any expense incurred for a reasonable period thereafter in connection with the Lot and/or its Progeny including the cost of keeping, training, transporting and/or insuring the Lot and/or its Progeny and/or engaging any veterinarian, farrier or other person for the purpose of treating the Lot and/or its Progeny.
- 7.3** The Purchaser shall be liable to pay interest on all sums due under this Condition at the rate provided for in these Conditions.
- 7.4** TATTERSALLS shall be entitled to sue for any sum due under this Condition. As between TATTERSALLS and the Vendor TATTERSALLS shall be under no duty to sue and nothing which it does or does not do shall affect the right of the Vendor to enforce any right he may have against the Purchaser.

## **8. Responsibility for Horses**

- 8.1** Each Lot shall be at the Vendor's risk until the time the Lot is sold.
- 8.2** TATTERSALLS shall not be liable for any loss or damage caused to or by any Lot whether by disease, accident or otherwise whilst the said Lot is on any part of TATTERSALLS premises which expression includes any outside standing used by TATTERSALLS to keep the Lot ("the Premises") or whilst in transit between different parts of the Premises save that nothing in this sub-condition shall be taken as excluding or restricting or as attempting to exclude or restrict TATTERSALLS' liability for death of a person or personal injury suffered by a person resulting from negligence of TATTERSALLS its servants or agents as defined in the Unfair Contract Terms Act 1977.
- 8.3** TATTERSALLS reserves the right to examine any Lot and/or isolate any Lot and/or refuse any Lot entry to or require the removal of any Lot from the Premises where in TATTERSALLS discretion any such Lot presents or appears to present a danger to persons, property or other bloodstock. TATTERSALLS shall incur no liability in the event of TATTERSALLS exercising its rights under this sub-condition.
- 8.4** No Lot shall be removed from the Premises without a written order from TATTERSALLS. For the avoidance of doubt, removal of a Lot from TATTERSALLS premises to any outside standing by TATTERSALLS staff shall not constitute removal from the Premises for the purpose of these Conditions of Sale.

## **9. Vendors**

- 9.1** Subject to Condition 9.2. below the Vendor shall be entitled to receive the proceeds of sale of each Lot sold (less any commission and fees due) from not before the 35th day following the date on which the Lot was sold provided that:
  - (a) TATTERSALLS shall have received the full amount of the purchase price or authorised the release of the Lot from the Vendor's premises or from the Premises, and
  - (b) TATTERSALLS shall not have been notified that a dispute has arisen in respect of or in connection with payment for the Lot and/or the proceeds of sale thereof whether under these Conditions of Sale or otherwise howsoever, and

- (c) TATTERSALLS shall not have granted an extension of time for lodgement of a Veterinary Certificate pursuant to Condition 11. The Vendor expressly acknowledges that TATTERSALLS shall incur absolutely no liability in the event of TATTERSALLS withholding payment pursuant to this Condition. Furthermore, the Vendor expressly acknowledges that, notwithstanding the provisions of Condition 5 TATTERSALLS is entitled to authorise the release of a Lot from the Vendor's premises or from the Premises without first having obtained payment therefor.
- 9.2** Where a Vendor is indebted to TATTERSALLS, the proceeds of sale of each Lot sold (less any commission and fees due) may be immediately credited against the Vendor's outstanding account with TATTERSALLS. Any credit balance remaining on the account (after the debt to TATTERSALLS has been discharged) shall then be paid by TATTERSALLS to the Vendor in accordance with this Condition.
- 9.3** Where a Vendor is indebted to Tattersalls Ireland Limited, or Vente Osarus, being related companies majority owned by Tattersalls Limited (hereinafter collectively called "TATTERSALLS GROUP"), the proceeds of sale of each Lot sold (less any commission and fees due) at any TATTERSALLS Sales may be immediately credited against the Vendor's outstanding TATTERSALLS GROUP account(s) without the necessity of any endorsement or authorisation from the Vendor. Any credit balance remaining in the Vendor's TATTERSALLS account (after the debt to TATTERSALLS GROUP has been discharged) shall then be paid by TATTERSALLS to the Vendor in accordance with this Condition. Where there is a dispute in connection with the amount owing to TATTERSALLS GROUP, TATTERSALLS are entitled to withhold the monies the subject of the dispute and shall account for the said monies when the dispute has been resolved either by agreement or, failing agreement, court proceedings.
- 9.4** In any case where TATTERSALLS shall have received the purchase monies from the Purchaser but shall have been notified of a dispute within the meaning of Condition 9.1.(b) they will account for the said monies when the said dispute shall have been resolved either by agreement or, failing agreement, by court proceedings.
- 9.5** Following the sale of the Lot neither the Vendor nor his agent shall release or permit the release of the Lot to the Purchaser or his agent unless both (1) TATTERSALLS has authorised in writing the release of the Lot by the Vendor to the Purchaser and also (2) unless the Purchaser or his agent first produces to the Vendor a copy of the written authorisation ("Pass-out") issued by TATTERSALLS authorising the release of the Lot to the Purchaser. If the Vendor releases the Lot to the Purchaser or his agent otherwise than in strict accordance with the terms of this Condition then the Vendor does so entirely at his own risk and any such release shall not constitute an authorised release of the Lot by TATTERSALLS for the purpose of Condition of Sale 9.1 (a).
- 9.6** Settlement will only be made against a written application by or on behalf of the Vendor which has been accepted by TATTERSALLS.
- 9.7** TATTERSALLS shall be under no obligation to place the proceeds of sale on deposit pending payment out by them.
- 9.8** All payments are made and/or sent at the risk of the Vendor and, if different, the payee.
- 9.9** Notwithstanding the passing of risk to the Purchaser pursuant to Condition 6, the Vendor shall retain title to the Lot until the full purchase price has been paid to TATTERSALLS. Where pursuant to this Condition TATTERSALLS have paid to the Vendor or credited their account with the net proceeds of sale of a Lot, then title of this Lot will automatically vest in TATTERSALLS and the Vendor shall, if so required by TATTERSALLS, assign to them by way of legal assignment (or by any other mode of assignment required by TATTERSALLS) all and any of his/her rights against the Purchaser arising out of the contract of sale of the Lot and to the extent that property in the Lot has been retained by the Vendor, that property. Save as provided aforesaid the Vendor shall not assign any rights or obligations under his agreement with TATTERSALLS.
- 9.10** Where the Purchaser is disputing his obligation to pay for the Lot the Vendor shall, save where TATTERSALLS have exercised their right under Condition 9.9 above, if so required by TATTERSALLS, repay to TATTERSALLS on demand any payment made by TATTERSALLS to the Vendor in respect of the net proceeds of sale of the Lot.
- 9.11** Where the Purchaser is disputing his obligation to pay for a Lot the Vendor shall, if so required by TATTERSALLS, promptly provide and use best endeavours to procure that its servants and agents promptly provide to TATTERSALLS and its advisers such full co-operation, documentation and assistance as TATTERSALLS may request in order to investigate the subject matter of the dispute.
- 9.12** Where there has been any change in the ownership of a Lot entered for sale with TATTERSALLS between the date of completion of the online sales entry form and the time at which the Lot is due to be put up for auction the Vendor shall forthwith notify TATTERSALLS of this fact in writing and of the amount of the sale price and use his best endeavours to ensure that the new owner(s) forthwith notify TATTERSALLS

whether it is his wish to proceed with the sale of the Lot at the auction for which it is entered and, if so, to submit without delay to TATTERSALLS a properly completed online sales entry form.

- 9.13** The Vendor shall indemnify TATTERSALLS in respect of any loss suffered or costs, disbursements or expenses incurred bona fide by TATTERSALLS by reason of bringing or defending any proceedings (including but not limited to any adverse costs awarded against TATTERSALLS) or otherwise howsoever which arise whether directly or indirectly from any act or omission by the Vendor in connection with the sale of a Lot whether or not such act or omission be a breach of his/her contract with TATTERSALLS.
- 9.14** The Vendor authorises Tattersalls to disclose the identity and ownership interest of the person or persons stated in the sales entry form to be the owner or owners of the Lot to any person at Tattersalls absolute discretion.

## 10. Description and Health

Where certificates, notices in writing and/or any other documents are required to be received by TATTERSALLS under these Online Conditions of Sale, that requirement can only be satisfied by delivering them to TATTERSALLS at their offices in Newmarket.

- 10.1** Each Lot must be registered with a Stud Book Authority approved by the International Stud Book Committee, and if not so registered is returnable in accordance with Condition 11 hereof.
- 10.2** A Stallion is a male horse at stud. A Gelding is a male horse which has been castrated (i.e. had both testicles removed in their entirety). A Colt is a male horse up to and including the age of four years, provided that he is not properly describable as a Stallion or a Gelding. A Horse is a male horse five years of age or over not properly describable as a Stallion or a Gelding. The description Stallion or Colt or Horse does not exclude a rig or cryptorchid. (The term rig or crypt-orchid applies to male horses in which one or both testes do not descend into the scrotum from the abdomen at the usual time). If a male horse is not properly described in accordance with this Condition he is returnable in accordance with Condition 11 hereof.
- 10.3** A Filly should only be so described up to and including the age of four years. Thereafter she must be described as a Mare. If at any time before reaching five years she is covered she must subsequently at all times be described as a Mare. If a Filly or a Mare is not properly described she is returnable in accordance with Condition 11 hereof. For all Mares there must be given particulars of all coverings. If a Mare has subsequent to any such coverings slipped foal the fact must be stated and if not stated or the particulars of coverings are not given as required the Mare is returnable in accordance with Condition 11 hereof.
- 10.4** Any Mare described as "believed in foal" must have a Covering Certificate "lodged with TATTERSALLS". A Covering Certificate is only to be regarded as having been "lodged with TATTERSALLS" where, prior to the time of sale of the Mare, either the Covering Certificate has been deposited at TATTERSALLS offices or TATTERSALLS have been notified in writing by a Stud Book Authority approved by the International Stud Book Committee that the covering has been registered with it and is recorded electronically. Where, in respect of a Mare described as "believed in foal" a Covering Certificate has not been "lodged with TATTERSALLS" as aforesaid, such Mare is returnable in accordance with this Condition and Condition 11 hereof unless:
- (a) the Covering Certificate or written notification as aforesaid from a Stud Book Authority approved by the International Stud Book Committee is received by TATTERSALLS by 5pm on the 14th day after the day on which the Lot was sold. Provided always that the Purchaser may only return the Mare if, by 5pm on the 21st day after the day on which the Mare was sold, he has:-
  - (a) Returned the Mare to TATTERSALLS at any suitable premises designated by TATTERSALLS, and (b) TATTERSALLS have received a notice in writing from the Purchaser of his/her contention that a Covering Certificate for the Mare had not been "lodged with TATTERSALLS" within the meaning of this sub-condition.
- 10.5** Any Mare described as "believed in foal" is returnable in accordance with this Condition and Condition 11 hereof if found to be barren at the time of sale, provided always that the Purchaser may only return the Mare if:
- (a) TATTERSALLS have received a certificate in writing from a Veterinary Surgeon of the Purchaser's choice before 5.00pm on the second day after the day on which the Mare was sold alleging the Mare to be barren at the time of sale or alleging a failure on the part of the Vendor to permit the examination of the Lot by the Purchaser's Veterinary Surgeon in accordance with the provisions of this sub-condition. Following the sale of the Lot the Vendor agrees promptly and without delay to permit a Veterinary Surgeon of the Purchaser's choice to examine the Lot for the purpose of this

Condition during normal working hours at any time after the sale and before 2pm on the second day after the day on which the Mare was sold unless the Purchaser's vet requests a later time for examination of the Lot on that day. If the Vendor fails to make the Lot available for examination as aforesaid the Lot shall be returnable in accordance with Condition 11

- (b) The Mare has not been removed from the Vendor's Premises.

**10.6 Any Lot**

- (a) which is a Wind sucker (i.e. gulps or swallows air whether in association with grasping fixed objects with incisor teeth or not) is returnable in accordance with Condition 11 unless described without qualification as a Wind sucker, Crib biter or Cribber in which event the Lot is not returnable. (b) which has been operated on for the correction of Wind sucking as defined above, including Crib biting, is returnable in accordance with Condition 11 unless so described.
- (c) Crib biters and Cribbers are not returnable unless the Crib biting is associated with Wind sucking in which case the Lot is returnable as a Wind sucker unless it is described without qualification as a Wind sucker, Crib biter or Cribber.

**10.7 Any Lot**

- (a) Which is an habitual Weaver (i.e. habitually swings its head and neck to and fro and transfers weight from one forelimb to the other alternately) or
- (b) Which is an habitual Boxwalker (i.e. habitually walks either backwards and forwards or round and round the box repeatedly in an aimless manner), is returnable in accordance with this Condition and Condition 11 hereof unless so described. Provided always that the Purchaser may only return the Lot if:
- (i) TATTERSALLS have received a notice in writing from the Purchaser before 5.00 p.m. on the 7th day after the day on which the Lot was sold that he requires an examination for either an habitual Weaver or an habitual Boxwalker.
- (ii) He has returned the Lot to TATTERSALLS at any suitable premises designated by TATTERSALLS by 5.00 p.m. on the 14th day after the day on which the Lot was sold.
- (iii) TATTERSALLS have received a certificate in writing from a Veterinary Surgeon of the Purchaser's choice before 5.00 p.m. on the 14th day after the day on which the Lot was sold stating that as a result of observation between 7 and 14 days after the day on which the Lot was sold, it is believed that the Lot is an habitual Weaver or an habitual Boxwalker.
- (iv) TATTERSALLS have received a notice in writing from the Purchaser of his/her contention that the Lot is an habitual Weaver or an habitual Boxwalker before 5.00 p.m. on the 14th day after the day on which the Lot was sold.

**10.8 Any Lot described as a Horse in Training or a Point to Pointer**

- (a) which is a Whistler and/or Roarer as hereinafter defined is returnable in accordance with Condition 11 unless so described or described as "heard to make a noise" without qualification. In the case of a Horse in Training or Point to Pointer a Whistler and/or Roarer is a Lot which can be heard to make a characteristic abnormal inspiratory sound when actively exercised (ridden where possible) and which has Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy) when examined with the endoscope. If described as a Whistler and/or Roarer or described as "heard to make a noise" without qualification the Lot may still be returned under sub-conditions 10.8 (b) or (c) if the terms of either of those sub-conditions are satisfied.
- (b) which has been operated upon for the correction of Whistling and/or Roaring, is returnable in accordance with Condition 11 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.8 (a) or (b). Operations to resect the aryepiglottic folds or to treat the displacement of the soft palate, including the operations tie forward, cautery of the soft palate, trimming of the soft palate and myectomy are not operations for the correction of Whistling and/or Roaring within the meaning of this sub-condition.
- (c) which makes an abnormal inspiratory sound when actively exercised and which has (i) branchial arch anomaly; or (ii) chondroma or severe arytenoid chondritis; or (iii) cleft palate; or (iv) permanent epiglottic entrapment; or (v) subepiglottic cyst(s) is returnable in accordance with Condition 11 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.8 (a) or (c).

**10.9 Any Lot described as a Yearling (other than one sold prior to 1st July to which this sub-condition does not apply) and any Lot described as a Two-Year-Old prior to 1st April or described as a Store**

- (a) which is a Whistler and/or Roarer as hereinafter defined is returnable in accordance with Condition 11 unless so described or described as "heard to make a noise" without qualification. A Whistler and/or Roarer is a Lot which can be heard to make a characteristic abnormal inspiratory

sound when actively exercised and which has Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy) when examined with the endoscope. If described as a Whistler and/or Roarer or described as "heard to make a noise" without qualification the Lot may still be returned under sub-conditions 10.9 (b) or (c) if the terms of either of those sub-conditions are satisfied.

- (b) which has been operated upon for the correction of Whistling and/or Roaring, is returnable in accordance with Condition 11 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.9 (a) or (b). Operations to resect the aryepiglottic folds or to treat the displacement of the soft palate, including the operations tie forward, cautery of the soft palate, trimming of the soft palate and myectomy are not operations for the correction of Whistling and/or Roaring within the meaning of this sub-condition.
- (c) which makes an abnormal inspiratory sound when actively exercised and which has (i) branchial arch anomaly; or (ii) chondroma or severe arytenoid chondritis; or (iii) cleft palate; or (iv) permanent epiglottic entrapment; or (v) subepiglottic cyst(s) is returnable in accordance with Condition 11 unless so described and, if so described, the Lot is not returnable under either sub-condition 10.9 (a) or (c).

**10.10** Any Lot which has run at a Meeting not recognised by a Racing Authority or is restricted from racing by any Racing Authority and not so described is returnable in accordance with Condition 11 hereof.

**10.11** Save as aforesaid any material mis-description in the pedigree details of any Lot shall render the Lot returnable in accordance with Condition 11. For the purposes of this sub-condition the expression pedigree details has a limited meaning and means only that information provided on the Online Auction Sales Catalogue page concerning the breeding of the Lot and, specifically, does not include any statement made in the Vendor's Notes section on the Online Auction Sales Catalogue page. Further, where any photograph, video or document relating to a Lot are posted online in TATTERSALLS online Auction Sales Catalogue or uploaded to Tattersalls website the Lot shall be returnable to the Vendor if the photograph, video or document are found to be photographs, videos or documents relating to a Lot other than the Lot in question.

## **11. Lots Returned to TATTERSALLS**

If the Purchaser of any Lot contends that it is returnable to the Vendor under Condition 10 the Lot must be returned to TATTERSALLS with a notice in writing of such contention and in the case of Lots returned to TATTERSALLS under Conditions 10.2, 10.3, 10.6, 10.8 and 10.9 with a Veterinary Certificate specifying the nature of the complaint and in the case of Lots returned to TATTERSALLS under Conditions 10.4, 10.5, and 10.7, as prescribed therein. Where certificates, notices in writing and/or any other documents are required to be received by TATTERSALLS under these Conditions of Sale, that requirement can only be satisfied by delivering them to TATTERSALLS at its Newmarket office. Lots returned to TATTERSALLS under Condition 10 must be returned to any suitable premises designated by TATTERSALLS and the requisite notices/certificates be received by TATTERSALLS before 5.00 p.m. on the 7th day after the day on which the Lot was sold except for those returned to TATTERSALLS under Conditions 10.4, 10.5, and 10.7 which must be returned to TATTERSALLS as prescribed therein. However in the case of a return of a Lot to TATTERSALLS under Conditions 10.8 or 10.9 where TATTERSALLS receive a written notice from the Purchaser's Veterinary Surgeon stating that he is unable to give a certificate within the prescribed time on grounds connected with the health or characteristics of the Lot then TATTERSALLS may decide to extend the prescribed time for lodgement of the certificate and, for this purpose, may have regard to the opinion of any Veterinary Surgeon or Surgeons appointed by them. Failure to comply with the provisions of this Condition and Condition 10 shall be an absolute bar to any claim that the Lot is returnable and the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot. Where the Purchaser has returned the Lot to TATTERSALLS in accordance with this Condition and Condition 10 and the Vendor does not accept that the Lot is returnable to him/her TATTERSALLS will decide the dispute under Condition 12.

## **12. Resolution Procedures**

Any dispute arising under Conditions 10 and 11 shall be decided by TATTERSALLS in such manner and either without evidence or after hearing evidence of such nature and taken in such manner as TATTERSALLS shall think fit and TATTERSALLS' decision shall be final and binding on both Vendor and Purchaser and TATTERSALLS shall not be responsible for any loss or expense incurred by any party to such dispute. The decision shall be given not later than 21 days from the date of the return of the Lot to TATTERSALLS unless TATTERSALLS is advised by the Veterinary Surgeon or Surgeons appointed by it that a longer period or a different method of testing be necessary due to the health or characteristics of the Lot. In determining whether any Lot is returnable as an habitual Weaver or an habitual Boxwalker under Condition 10.7

TATTERSALLS may have regard to the opinion of any Veterinary Surgeon or Surgeons appointed by it whose opinion shall be given after allowing the Lot to settle in its environment and have adequate exercise. In determining whether any Lot is returnable under Conditions 10.8 and 10.9 respectively TATTERSALLS may have regard to the opinion of any Veterinary Surgeon or Surgeons appointed by it whose opinion shall be given after actively exercising the Lot (a Horse in Training or Point to Pointer shall be ridden where possible) to hear whether it makes the required abnormal inspiratory sound and examining the Lot with the endoscope to determine if Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy) or one of the Conditions stated in Condition 10.9 (c) be present. Examination with a dynamic endoscope will only be undertaken where (i) the Lot is a Horse in Training or Point to Pointer and (ii) in the opinion of the said Veterinary Surgeon or Surgeons, its use is considered necessary to reach a decision as to whether the Lot has Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy). A Lot shall be returnable under Conditions 10.8 (a) or 10.9 (a) or (b) if (i) both the required abnormal inspiratory sound and either Laryngeal Hemiplegia (Recurrent Laryngeal Neuropathy) or (for Lots to which Condition 10.9 applies) one of the Conditions stated in Condition 10.9 (c) are present or (ii) in the opinion of the said Veterinary Surgeon or Surgeons the Lot cannot be actively exercised (a Lot must be capable of being lunged in both directions) to their satisfaction. The Purchaser expressly acknowledges that the Condition revealed by post sale examination with an endoscope for which return to the Vendor is allowed is ONLY as set forth in Conditions 10.8 and 10.9 and further acknowledges that there are other Conditions which may be revealed by such examination which may affect the desirability of purchasing the Lot but which are NOT grounds for return to the Vendor. The party against whom a decision is given shall:

- (a) pay to TATTERSALLS all costs and expenses (including insurance) incurred by it or in connection with the taking of evidence or making the decision
- (b) indemnify TATTERSALLS against all costs claims demands actions and expenses arising out of or in connection with such decisions. Where a Lot has been returned to Tattersalls in accordance with Condition 11 the Lot shall be at the Purchaser's risk in all respects until the decision that it is returnable to the Vendor is given by TATTERSALLS. If it be decided that the Lot is returnable to the Vendor, the Vendor shall pay to TATTERSALLS on behalf of the Purchaser the cost of returning the Lot to Park Paddocks or any other premises designated by TATTERSALLS under these Conditions of Sale, and the amount of any payment under this Condition shall be fixed by TATTERSALLS whose decision shall be final and binding on all parties to the dispute. Save as provided for in Condition 23 no Lot is returnable to the Vendor in any circumstances other than in accordance with this Condition and Conditions 10 and 11 hereof. Unless so returnable the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot.

### 13. Responsibility

The Vendor is responsible for the accuracy of all information concerning the pedigree description and health of a Lot. No statement certificate forecast or expression of opinion in respect thereof is or is to be deemed to be in any circumstances a representation, undertaking, warranty by TATTERSALLS or Condition of any contract with TATTERSALLS and TATTERSALLS shall in no circumstances become liable to any person in respect thereof. TATTERSALLS reserves the right to require that any notice regarding the pedigree description and health of a Lot must be in writing and lodged at TATTERSALLS Newmarket office premises prior to the time at which details of the Lot are published online in TATTERSALLS Online Auction Sales Catalogue and it is agreed that any such notice shall not be treated as given unless acknowledged in writing by TATTERSALLS. TATTERSALLS does not warrant that any Lot is eligible for participation in any scheme or race notwithstanding any announcement or notice in a catalogue or otherwise.

### 14 - 19 Purchasers

14. Purchasers are advised to inspect each Lot prior to purchase. Purchasers must ensure that the Vendor's approval is obtained before a veterinary inspection is made. All Lots are sold subject to TATTERSALLS' Online Conditions of Sale and are subject to any announcements, notices and updates that may be published online by TATTERSALLS regarding a Lot at the time of first publication of the Online Auction Sales Catalogue. It is therefore the responsibility of all bidders to check for and read all such announcements, notices and updates prior to bidding on a Lot. Where a Lot is described as being sold with race entries, the responsibility thereof passes to the Purchaser at the time the Lot is sold.



## 15. Basis of Sale

**15.1** Save as provided for in Condition of Sale 15.2, each Lot is sold as it stands and there is no term implied in any sale that any Lot is of satisfactory quality, merchantable quality or is fit for training or any particular purpose. Any such term, condition or warranty that might otherwise be incorporated into or apply to the sale of a Lot under these Conditions of Sale is excluded to the maximum extent permissible by law.

### 15.2 Lots offered for sale with a Pre-Sales Veterinary Certificate (subject to post-sale re-examination)

This sub-condition shall apply where a Lot is described as a Yearling (other than one sold prior to 1st July to which this sub-condition does not apply), a Two-Year-Old, a Store, a Horse in Training or a Point to Pointer but not otherwise and is stated as being sold with a Pre-Sales Veterinary Certificate (subject to post-sale re-examination).

**15.2.1** In respect of a Lot to which this sub-condition applies a Vendor may lodge with TATTERSALLS prior to the time bidding on the first Lot of any online auction sale is scheduled to commence a Tattersalls approved Pre-Sales Veterinary Certificate dated not earlier than 14 days prior to the commencement of the auction which has been completed by a veterinary surgeon appointed by the Vendor who has undertaken a five stage veterinary examination of the Lot in accordance with the relevant Royal College of Veterinary Surgeons/BEVA guidelines supported by the Veterinary Council of Ireland/ Veterinary Ireland including, at the option of the Vendor, examination with the endoscope but excluding other specialised techniques such as radiography and ultrasonography.

**15.2.2** A Lot shall be returnable to the Vendor where the requirements of each of sub-sub-conditions (a) to (d) of this sub-condition are satisfied.

- (a) TATTERSALLS have received a written notice from the Purchaser before 5pm on the first day after the day on which the Lot was sold stating that a re-examination of the Lot is required.
- (b) A re-examination of the Lot by a veterinary surgeon of the Purchaser's choice by way of a five stage veterinary examination of the Lot in accordance with the relevant Royal College of Veterinary Surgeons/BEVA guidelines supported by the Veterinary Council of Ireland/ Veterinary Ireland including, where there is a concern as to whether the Lot is a whistler and/ or roarer, examination with the endoscope (see condition 15.2.1) but excluding other specialised techniques such as radiography and ultrasonography has been carried out before it leaves the Vendor's premises and in any event by no later than 5pm on the second day after the day on which the Lot was sold time being of the essence for this purpose. The Vendor hereby agrees to permit the Purchaser's veterinary surgeon access to the Vendor's premises and to the Lot for the purpose of such re-examination during the said period and any failure to provide such access shall render the Lot returnable to the Vendor in any event.
- (c) TATTERSALLS have received both a written notice from the Purchaser alleging the Pre-Sales Veterinary Certificate to be incomplete or inaccurate in a respect that would on the balance of probabilities prejudice the Lot's ability to be used for racing together with a signed copy of the report prepared by the Purchaser's veterinary surgeon following the re-examination referred to in sub-sub-condition (b) by no later than 5pm on the third day after the day on which the Lot was sold.
- (d) the Lot will be returnable to the Vendor unless by 5pm on the working day following receipt by the Vendor from TATTERSALLS of the documents referred to in sub-sub-condition (c) the Vendor gives written notice to TATTERSALLS disputing the findings of the report prepared by the Purchaser's veterinary surgeon. Where by 5pm on the working day following receipt by the Vendor from TATTERSALLS of the documents referred to in sub-sub-condition (c) the Vendor notifies TATTERSALLS that he disputes the findings of the report prepared by the Purchaser's veterinary surgeon, TATTERSALLS will appoint a veterinary surgeon or surgeons of its choosing to examine the Lot at a premises designated by TATTERSALLS and where the veterinary surgeon(s) appointed by TATTERSALLS determines that the Pre-Sales Veterinary Certificate is incomplete or inaccurate in a respect that would on the balance of probabilities prejudice the Lot's ability to be used for racing the Lot shall, subject only to the provisions of sub-condition 15.2.1, be returnable to the Vendor and the determination of the veterinary surgeon appointed by TATTERSALLS shall be final and binding on the parties.

**15.2.3** Where a Lot is returnable to the Vendor the Purchaser must return the Lot to TATTERSALLS at Park Paddocks or other premises designated by TATTERSALLS within two working days of receiving notification of the determination of the veterinary surgeon appointed by TATTERSALLS. Failure to

comply with this sub-sub-condition 15.2.3 within the time stipulated therein shall be an absolute bar to any claim that the Purchaser is entitled to return the Lot under this Condition and the Purchaser shall be bound to keep the Lot and pay the full amount of the purchase price therefor. Any transport, keep and other costs incurred by the Purchaser in connection with the Lot shall be for the Purchaser's account in any event.

- 15.2.4** Upon the Lot being returned to TATTERSALLS at Park Paddocks or other premises designated by it, TATTERSALLS shall give notice to both Vendor and Purchaser that the contract of sale in respect of the said Lot has been determined.
- 15.2.5** The Lot shall be at the Purchaser's risk in all respects from the time the Lot is sold until notice is given by TATTERSALLS in accordance with sub-condition 15.2.4 hereof. For the avoidance of doubt, in any case where TATTERSALLS has given such notice the Lot is thereafter at the risk of the Vendor.
- 15.2.6** If the Purchaser has returned the Lot to the Vendor in accordance with this Condition the Vendor shall:
- (a) pay to TATTERSALLS on invoice a sum equivalent to the commission that would be payable under these Conditions of Sale had the contract of sale not been determined by the Purchaser;
  - (b) pay to TATTERSALLS all costs and expenses (including insurance) incurred by it in connection with appointing a veterinary surgeon(s) to re-examine the Lot and determine the dispute;
  - (c) indemnify TATTERSALLS against all costs, claims, demands, actions and expenses arising out of or in connection with the operation by TATTERSALLS of the return procedures pursuant to sub-condition 15.2.
- 15.2.7** Save as provided in sub-condition 15.2.6 the Purchaser shall pay to TATTERSALLS on invoice all costs and expenses (including insurance) incurred by it in connection with appointing a veterinary surgeon(s) to re-examine the Lot and determine the dispute;
- 15.2.8** For the avoidance of doubt, time runs for the purposes of the Conditions of Sale generally notwithstanding the operation of the provisions of this sub-condition 15.2.
- 15.2.9** Where the Lot is sold with a Pre-Sales Veterinary Certificate (subject to post-sale re-examination) and the Purchaser fails to give notice in accordance with sub-sub-condition 15.2.2 (a), it is agreed that the Purchaser cannot thereafter make a complaint about or seek to return the Lot to the Vendor in respect of matters that may have been revealed by such post-sale re-examination.
- 15.2.10** Prospective purchasers may, subject to Condition 14, use a veterinary surgeon of their own choice to check or inspect the condition of any Lot prior to sale provided the consent of the Vendor is obtained in advance, that the Vendor expressly consents to the form of inspection to take place and it is understood by prospective purchasers that such consent is entirely at the Vendor's discretion.
- 15.2.11** If the respect in which the Pre-Sales Veterinary Certificate is found by the veterinary surgeon appointed by TATTERSALLS to be incomplete or inaccurate concerns the wind related issues detailed at sub-conditions 10.8 and 10.9 of these Conditions of Sale then notwithstanding such incompleteness or inaccuracy the provisions of sub-conditions 10.8 and 10.9 shall take precedence and the Lot shall not be returnable to the Vendor for wind related issues unless the provisions of those sub-conditions are also met.
- 15.2.12** Any notice under this Condition shall be in writing and shall be delivered by hand or sent by email, first-class post or by fax. Such notice shall be deemed to have been given on the date of delivery, or the second day after posting or on the day of transmission as the case may be.
- 16.1** The Vendor as defined in Condition 1.2 shall remain at all times the Vendor for the purpose of and within the meaning of these Conditions whether or not he was in fact the owner at the time of entry or if he was, notwithstanding any transfer of ownership prior to the time the Lot is sold. Such transfer shall not by itself operate as the withdrawal or revocation of any authority to sell.
- 16.2** Where TATTERSALLS in its Online Auction Sales Catalogue makes a statement as to the ownership a Lot it does so in good faith and in accordance with the information provided in the online sales entry form but it does not thereby make nor does it otherwise make any representation whatsoever, whether express or implied, as to the identity of the owner or owners of any Lot at the time of entry, time of sale or at any other time.
- 16.3** Without prejudice to the generality of the foregoing the fact that TATTERSALLS makes no such representation means that it shall not be a term of any contract between TATTERSALLS and a Purchaser (whether Condition, warranty or otherwise) that the Lot is at the time of sale or was at the time of entry or at any other time the property of any particular person or persons and that if a Purchaser purchases a Lot relying on any representation as to the ownership of the Lot at the

time of entry, time of sale or at any other time he does so, as far as his contract with TATTERSALLS is concerned, entirely at his own risk and such representation and/or reliance shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

**16.4** Consistently with and without prejudice to the foregoing in any case where TATTERSALLS is able to procure that title in the Lot passes to the Purchaser the fact, if it be the case, that as at the time of sale it did not have authority to sell shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

**17.** An allegation by a Purchaser that a particular person, whether or not the owner of the Lot for the time being has taken part whether directly or indirectly in the bidding shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

**18.** Further and without prejudice to any other provision of these Conditions TATTERSALLS makes no representation whatsoever, whether express or implied, about, with regard to or in connection with any Lot. A Purchaser must make his/her own enquiries and exercise his/her own judgement to a Lot and its value and if a Purchaser purchases any Lot relying on any representation whether by or on behalf of the Vendor or otherwise howsoever he does so, as far as his contract with TATTERSALLS is concerned, entirely at his own risk and such representation and/or reliance shall not prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in accordance with Condition 5.

**19.** The parties hereby acknowledge and agree that TATTERSALLS online auction Sale is and is only available to bidders and Purchasers who are bidding/purchasing for purposes relating to their trade or business. Before bidding all bidders and Purchasers are required to demonstrate to TATTERSALLS reasonable satisfaction that they are and are only bidding for purposes relating to their trade or business. If, notwithstanding statements made to the contrary by the bidder/Purchaser to TATTERSALLS, the Purchaser should nevertheless claim to have been bidding /purchasing as a consumer (that is to say as an individual acting for purposes that are wholly or mainly outside that individual's trade or business) the Purchaser shall indemnify TATTERSALLS against all costs, claims, demands, actions and expenses arising out of or in connection with the Purchaser's claim to have bid and purchased as a consumer.

## **20. Disputes between Vendor and Purchaser**

Where, as between Vendor and Purchaser a dispute has arisen out of or in connection with the sale of any Lot TATTERSALLS shall not be liable to either party in connection therewith and no such dispute shall prevent TATTERSALLS being entitled to recover the full amount of the Purchase Sum immediately in pursuance of Condition 5.

## **21. Withdrawal**

TATTERSALLS shall not be liable to any person for any loss alleged to have been suffered as the result of the withdrawal of a Lot from any Sale for any reason.

## **22. Sales Levy**

**22.1** Unless a Vendor or Consignor notifies TATTERSALLS in writing within 14 days from the last day of the Sale that he is unwilling to contribute to a Sales Levy, TATTERSALLS will deduct 0.75% from the sales proceeds of each and every Lot payable to Vendors from the United Kingdom and elsewhere other than the Irish Republic. The Sales Levy will be paid to the Thoroughbred Breeders' Association who will be notified of the Vendor or Consignor's name and address.

**22.2** The Vendor authorises Tattersalls to deduct from the sales proceeds of each and every lot sold the sum of £3 to be paid to the Bloodstock Industry Forum for the purpose of providing a facility for a participant with concerns over an alleged breach of the Code to obtain free, initial and independent legal advice from a Panel Lawyer as to any criminal, civil and regulatory remedies for breach of the Code and for the purpose of enabling the Code to be reviewed at least annually to ensure that it remains current, robust and fit for purpose.

**23. Notification by Racing Authority of positive "A" sample**

- 23.1** Where a Lot has run at a race meeting prior to the date of sale of the Lot and has had a blood sample taken by or on behalf of a Racing Authority in connection with such race ("the Sample"), the Vendor hereby agrees to and shall notify TATTERSALLS in writing if the Racing Authority has advised the Vendor or anyone who is or has acted as his agent, trainer or handler that an "A" sample taken from the Sample has tested positive for the presence of any substance proscribed by that Racing Authority, such notification to be made by the Vendor to TATTERSALLS prior to the time details of the Lot are published online in TATTERSALLS Online Auction Sales Catalogue or, if the result of the testing of the "A" sample is not known at that time, within 24 hours of the Vendor or anyone who is or has acted as his agent, trainer or handler having received such advice from the Racing Authority. For the purpose of this Condition any advice given by the Racing Authority to anyone who is or has acted as the Vendor's agent, trainer or handler that an "A" sample taken from the Sample has tested positive for the presence of any substance proscribed by the Racing Authority shall be deemed to be advice received by and known to the Vendor and accordingly it is the Vendor's responsibility and obligation to ensure that he is kept fully and promptly informed of the outcome of any testing of an "A" sample as aforesaid.
- 23.2** Where TATTERSALLS receives notification from the Vendor pursuant to sub-condition 23.1 prior to the time details of the Lot are published online in TATTERSALLS Online Auction Sales Catalogue, the Vendor agrees that TATTERSALLS shall post details online to this effect and, if such details are published online by TATTERSALLS as aforesaid, a Purchaser shall not be entitled to return the Lot to the Vendor whether on account of the positive "A" sample test result or any subsequent confirmation of the same whether by way of testing of any "B" sample of the Sample or otherwise howsoever.
- 23.3** (a) Where TATTERSALLS receives notification from the Vendor pursuant to sub-condition **23.1** after the time the Lot is sold, it shall within 24 hours notify the Purchaser of same and the Purchaser may then elect to return to the Lot to the Vendor under this Condition.
- (b) Where the Vendor fails, in breach of its obligations under sub-condition 23.1, to give notice to TATTERSALLS as provided therein TATTERSALLS shall within 24 hours of discovery of the said breach notify the Purchaser of the same and the Purchaser may then elect to return to the Lot to the Vendor under this Condition.
- (c) The Vendor and Purchaser hereby expressly acknowledge and agree that although an "A" sample and a confirmatory "B" sample may be taken from the Sample it is sufficient, for the purpose of this Condition, only that the "A" sample taken from the Sample has tested positive for the presence of any substance proscribed by that Racing Authority and it is further acknowledged and agreed that neither the parties nor TATTERSALLS shall have regard to the outcome of any testing of the "B" sample for the purpose of this Condition.
- 23.4** Where the Purchaser elects to return to the Lot to the Vendor pursuant to sub-condition **23.3** such election may and may only be made by returning the Lot to TATTERSALLS at any premises designated by TATTERSALLS together with a notice in writing of such an election within 7 days of the date on which TATTERSALLS gives its notice to the Purchaser. Failure to comply with this sub-condition shall be an absolute bar to any claim that the Purchaser is entitled to return the lot under this Condition.
- 23.5** (a) Upon the Lot having been returned to TATTERSALLS and upon TATTERSALLS having received the Purchaser's notice in accordance with sub-condition 23.4 hereof, TATTERSALLS shall give notice to both Vendor and Purchaser that the contract of sale in respect of the said Lot has been determined.
- (b) The Lot shall be at the Purchaser's risk in all respects from the time the Lot is sold until notice is given by TATTERSALLS in accordance with Condition 23.5 (a) hereof. For the avoidance of doubt, in any case where TATTERSALLS has given such notice the Lot is thereafter at the risk of the Vendor.
- (c) If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition:
- (i) the Vendor shall pay to TATTERSALLS on invoice the commission provided for at Condition 3.2 hereof;
- (ii) the Vendor shall indemnify TATTERSALLS against all costs claims demands actions and expenses arising out of or in connection with this Condition;
- (iii) the Purchaser shall pay any transport, keep or other costs incurred by the Purchaser in connection with the Lot between the date of purchase of the Lot and the date on which the contract of sale is determined and such costs shall be for the Purchaser's account in any event.

- 23.6** (a) Any notice under this Condition shall be in writing and shall be delivered by hand or sent by first-class post or by fax or email to the Vendor or to the Purchaser at the address given in the sales entry information or Purchase Confirmation form as the case may be, or at their normal address of residence or business. Such notice shall be given or deemed given on the date of delivery or the second day after posting or on the day of transmission of the fax or email as the case may be.
- (b) For the purposes of Condition 23.4 such notice in writing shall be delivered to TATTERSALLS at Newmarket and shall not be treated as given unless acknowledged in writing by TATTERSALLS.

#### **24. Drugs - Non-steroidal Anti-inflammatories; Corticosteroids; Clenbuterol, Anabolic Steroids and Bisphosphonates**

This Condition shall apply where the Lot is described as a Yearling (other than one sold prior to 1st July to which this sub-condition does not apply), a Two-Year-Old prior to 1st April, a Store, a Horse in Training, a Horse out of Training or a Point to Pointer but not otherwise.

For the purposes of this Condition Proscribed Drugs shall mean any of the following drugs, namely non-steroidal anti-inflammatory drugs, corticosteroids, clenbuterol, anabolic steroids (meaning an anabolic androgenic steroid, or a metabolite, an isomer, an isomer of the metabolite or a pro-drug of the substance) and bisphosphonates.

- 24.1** A Lot shall be returnable to the Vendor where the requirements of each of sub-conditions 24.2 to 24.5 of this Condition are satisfied.
- 24.2** TATTERSALLS have received a written notice from the Purchaser before 5pm on the first day after the day on which the Lot was sold stating the Purchaser's intention to have a blood sample taken from the Lot and tested for the presence of Proscribed Drugs.
- 24.3** A blood sample has been taken from the Lot by a veterinary surgeon of the Purchaser's choice before it leaves the Vendor's premises and in any event by no later than 5pm on the second day after the day on which the Lot was sold time being of the essence for this purpose. The Vendor hereby agrees to permit the Purchaser's veterinary surgeon access to the Vendor's premises and to the Lot for the purpose of taking of a blood sample from the Lot during the said period and any failure to provide such access shall render the Lot returnable to the Vendor in any event.
- 24.4** TATTERSALLS have received both a written notice from the Purchaser electing to return the Lot to the Vendor together with a certificate in writing from a recognised laboratory before 5pm on the tenth day after the day on which the Lot was sold (time being of the essence for this purpose) certifying that the blood sample submitted to them by the Purchaser's veterinary surgeon in respect of the Lot contains any of the Proscribed Drugs.
- 24.5** Where the Purchaser elects to return the Lot to the Vendor under this Condition such election must be made by returning the Lot to TATTERSALLS at Park Paddocks or other premises designated by TATTERSALLS with a notice in writing of such election within 7 days of the date on which TATTERSALLS receive the Purchaser's written notice under sub-condition 24.4. Failure to comply with this sub-condition within the time stipulated therein shall be an absolute bar to any claim that the Purchaser is entitled to return the Lot under this Condition and the Purchaser shall be bound to keep the Lot and pay the full amount of the purchase price therefor. Any transport, keep and other costs incurred by the Purchaser in connection with the Lot shall be for the Purchaser's account in any event.
- 24.6** Upon the Lot being returned to TATTERSALLS at Park Paddocks or other premises designated by it, TATTERSALLS shall give notice to both Vendor and Purchaser that the contract of sale in respect of the said Lot has been determined.
- 24.7** The Lot shall be at the Purchaser's risk in all respects from the time the Lot is sold until notice is given by TATTERSALLS in accordance with sub-condition 24.6 hereof. For the avoidance of doubt, in any case where TATTERSALLS has given such notice the Lot is thereafter at the risk of the Vendor.
- 24.8** If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition the Vendor shall pay to TATTERSALLS on invoice a sum equivalent to the commission that would be payable under these Conditions of Sale had the contract of sale not been determined by the Purchaser
- 24.9** The Vendor and Purchaser hereby expressly agree that where a blood sample taken from a Lot in accordance with this Condition is damaged, lost or stolen or is otherwise incapable of being satisfactorily analysed for the purpose of this Condition the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot.
- 24.10** The Vendor and Purchaser hereby expressly agree that where the Vendor has permitted the Purchaser's veterinary surgeon access to the Vendor's premises and to the Lot for the purpose of taking of a blood sample from the Lot during the period referred to in sub-condition 24.3 and

where the Purchaser's veterinary surgeon has provided a written certificate to TATTERSALLS that he has not been able to take a blood sample from the Lot having used such best endeavours as are commensurate with the circumstances, the Lot shall be returnable to the Vendor and the contract of sale determined.

- 24.11** For the avoidance of doubt, time runs for the purposes of the Conditions of Sale generally notwithstanding the taking of a blood sample from the Lot in accordance with this Condition.
- 24.12** Any notice under this Condition shall be in writing and shall be delivered by hand or sent by email, first-class post or by fax. Such notice shall be deemed to have been given on the date of delivery, or the second day after posting or on the day of transmission as the case may be.

## **25. Piroplasmosis**

This Condition shall apply where the Lot is described as a Yearling (other than one sold prior to 1st July to which this sub-condition does not apply), a Two-Year-Old prior to 1st April, a Store, a Horse in Training, a Horse out of Training, a Point to Pointer, a Stallion, a Mare but not otherwise.

- 25.1** Unless described without qualification as either positive or doubtful for Piroplasmosis a Lot shall be returnable to the Vendor where the requirements of each of sub-conditions 25.2 to 25.5 of this Condition are satisfied.
- 25.2** TATTERSALLS have received a written notice from the Purchaser before 5pm on the first day after the day on which the Lot was sold stating the Purchaser's intention to have a blood sample taken from the Lot and tested for the presence of Piroplasmosis.
- 25.3** A blood sample has been taken from the Lot by a veterinary surgeon of the Purchaser's choice before it leaves the Vendor's premises and in any event by no later than 5pm on the second day after the day on which the Lot was sold time being of the essence for this purpose. The Vendor hereby agrees to permit the Purchaser's veterinary surgeon access to the Vendor's premises and to the Lot for the purpose of taking of a blood sample from the Lot during the said period and any failure to provide such access shall render the Lot returnable to the Vendor in any event.
- 25.4** TATTERSALLS have received both a written notice from the Purchaser electing to return the Lot to the Vendor together with a certificate in writing from a recognised laboratory before 5pm on the tenth day after the day on which the Lot was sold (time being of the essence for this purpose) certifying that the blood sample submitted to them by the Purchaser's veterinary surgeon in respect of the Lot and tested in accordance with the OIE Protocol using either a Piro IFA test or a C-ELISA test contains a level of Theileria equi or Babesia Caballi which is deemed positive or doubtful for piroplasmosis.
- 25.5** Where the Purchaser elects to return the Lot to the Vendor under this Condition such election must be made by returning the Lot to TATTERSALLS at Park Paddocks or other premises designated by TATTERSALLS with a notice in writing of such election within 7 days of the date on which TATTERSALLS receive the Purchaser's written notice under sub-condition 25.4. Failure to comply with this sub-condition within the time stipulated therein shall be an absolute bar to any claim that the Purchaser is entitled to return the Lot under this Condition and the Purchaser shall be bound to keep the Lot and pay the full amount of the purchase price therefor. Any transport, keep and other costs incurred by the Purchaser in connection with the Lot shall be for the Purchaser's account in any event.
- 25.6** Upon the Lot being returned to TATTERSALLS at Park Paddocks or other premises designated by it, TATTERSALLS shall give notice to both Vendor and Purchaser that the contract of sale in respect of the said Lot has been determined.
- 25.7** The Lot shall be at the Purchaser's risk in all respects from the time the Lot is sold until notice is given by TATTERSALLS in accordance with sub-condition 25.6 hereof. For the avoidance of doubt, in any case where TATTERSALLS has given such notice the Lot is thereafter at the risk of the Vendor.
- 25.8** If the Purchaser has elected to return the Lot to the Vendor in accordance with this Condition the Vendor shall pay to TATTERSALLS on invoice a sum equivalent to the commission that would be payable under these Conditions of Sale had the contract of sale not been determined by the Purchaser
- 25.9** The Vendor and Purchaser hereby expressly agree that where a blood sample taken from a Lot in accordance with this Condition is damaged, lost or stolen or is otherwise incapable of being satisfactorily analysed for the purpose of this Condition the Purchaser shall be bound to keep and pay the full amount of the purchase price for the Lot.
- 25.10** The Vendor and Purchaser hereby expressly agree that where the Vendor has permitted the Purchaser's veterinary surgeon access to the Vendor's premises and to the Lot for the purpose of taking of a blood sample from the Lot during the period referred to in sub-condition 24.3 and

where the Purchaser's veterinary surgeon has provided a written certificate to TATTERSALLS that he has not been able to take a blood sample from the Lot having used such best endeavours as are commensurate with the circumstances, the Lot shall be returnable to the Vendor and the contract of sale determined.

**25.11** For the avoidance of doubt, time runs for the purposes of the Conditions of Sale generally notwithstanding the taking of a blood sample from the Lot in accordance with this Condition.

**25.12** Any notice under this Condition shall be in writing and shall be delivered by hand or sent by email, first-class post or by fax. Such notice shall be deemed to have been given on the date of delivery, or the second day after posting or on the day of transmission as the case may be.

**26.** No failure or delay on the part of TATTERSALLS (whether in connection with this or any previous sale) to exercise any right, power or remedy shall operate as a waiver of it, nor shall any partial exercise preclude further exercise of the same or some other right, power or remedy.

## **27. Interest**

TATTERSALLS reserves the right to charge interest at the rate of 1.5% per month or part thereof on:

- (a) the Purchase Sum or any part thereof if unpaid from the date of sale and
- (b) any other sum due and owing to TATTERSALLS under these Conditions of Sale from the date the liability was incurred or, if different, from the date provided for in these Conditions of Sale. Interest will not be charged on accounts cleared within 28 days of the last day of each Sale.

## **28. Law**

These Online Conditions of Sale are to be construed and shall take effect in accordance with English Law and the English Courts shall, unless TATTERSALLS elects otherwise, have exclusive jurisdiction to hear and determine any action arising thereunder.

# TATTERSALLS LIMITED – ONLINE AUCTION TERMS

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR THE ONLINE AUCTION FACILITY

## 1. Interpretation and Definitions

1.1. The following definitions apply in these Online Auction Terms:

### **Application**

an application to join an Auction as an Online Auction User in accordance with clause 3.1.

### **Auction**

An online auction operated by Tattersalls through the Online Auction Facility.

### **Bidder**

means an Online Auction User who makes a bid on a Lot using the Online Auction Facility.

### **Consumer**

means an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession.

### **Lot**

any lot offered for sale at an Auction.

### **Online Auction Facility**

means the online auction facility offered by Tattersalls to Online Auction Users on the Website.

### **Online Auction Terms**

these terms and conditions, as amended from time to time.

### **Online Auction User**

means a user of the Online Auction Facility.

### **Online Conditions of Sale**

the Tattersalls online conditions of sale, as amended from time to time, a copy of which can be found at the following link [<https://www.tattersalls.com/uploads/general/onlineconditionsofsale.pdf>]

### **Tattersalls**

Tattersalls Limited a company incorporated in England and Wales Company number 00791113, whose registered office is Terrace House, Newmarket, Suffolk, CB8 9BT.

### **Website**

means:

- where the Auction relates to the sale of Lots at Ascot, the website is [<https://www.tattersallsascot.com>]
- where the Auction relates to the sale of Lots at Cheltenham the website is [<https://www.tattersallscheltenham.com>]
- where the Auction relates to the sale of Lots at Newmarket the website is [<https://www.tattersalls.com>]

## 2. The Online Auction Facility

- 2.1. Tattersalls offers, on the terms and conditions of these Online Auction Terms, an Online Auction Facility to Online Auction Users who wish to make bids on Lots sold at Tattersalls Bloodstock Sales in respect of online auctions of Lots.
- 2.2. These Online Auction Terms shall apply to all bids made by an Online Auction User using the Online Auction Facility.
- 2.3. In addition to these Online Auction Terms, the Online Conditions of Sale, shall apply to any bid made by an Online Auction User through the Online Auction Facility.
- 2.4. The Online Auction Facility is for use by Online Auction Users acting in a business capacity only. If you are a Consumer then you are not permitted to use the Online Auction Facility.



- 2.5. By using the Online Auction Facility, you confirm that you accept these Online Auction Terms and the Online Conditions of Sale and you agree to comply with each of them.
- 2.6. If you do not agree to these Online Auction Terms, you must not use the Online Auction Facility.
- 2.7. Tattersalls recommends that you print a copy of these terms for future reference.

### 3. Application

- 3.1. If you wish to bid on any Auction of a Lot through the Online Auction Facility, you must be logged in to your Tattersalls Website user account and make an application to join the relevant Auction by clicking "Join Sale" in respect of that Auction (Application). Any Application you make will be considered by Tattersalls in accordance with clause 4 of these Online Auction Terms.
- 3.2. These Online Auction Terms apply to any Auction where the Online Auction Facility is used. By joining an Auction, you agree to these Online Auction Terms and in respect of your participation in and any bid you make in an Auction, you agree to the Online Conditions of Sale.
- 3.3. As an Online Auction User, you represent and warrant to Tattersalls that:
  - (a) you are at least 18 years old;
  - (b) you are not a Consumer;
  - (c) in respect of any bid you make through the Online Auction Facility, you are making such bid for purposes which relate to your trade, business, craft or profession;
  - (d) all information you provide to Tattersalls in respect of your Application is complete;
  - (e) you will not manipulate the price of any Lot or another Online Auction Users' listing including by placing fake bids, hindering another Bidder or disrupting an Auction in any way;
  - (f) you will not bid on any Lot unless you are financially able to pay the full bid price made for the Lot;
  - (g) you will not transfer or assign your account to another party without Tattersalls' prior written consent;
  - (h) you will not infringe the copyright or other intellectual property rights of any other person;
  - (i) you will not engage in spamming or other conduct involving the sending of bulk electronic or unsolicited communications, chain letters or pyramid schemes;
  - (j) you will not use any automated systems (including any site crawler, spider or robot) to harvest, access or analyse any information or content from the Website;
  - (k) you will not distribute viruses or any other technology that may harm the Website or other Online Auction Users;
  - (l) you will not copy, reproduce, modify or create derivative works of the Website without Tattersalls' prior written consent;
  - (m) you will not interfere or attempt to interfere with the orderly working of the Website;
  - (n) you will comply with all applicable laws; and
  - (o) you will not copy, modify or distribute rights or content from the Website or Tattersalls trademarks and copyright.
- 3.4. You shall indemnify Tattersalls against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Tattersalls arising out of or in connection with any breach of the warranties and representations by you contained in clause 3.5.
- 3.5. Tattersalls may in its discretion:
  - (a) restrict or temporarily or indefinitely suspend your account;
  - (b) terminate your account; where, in Tattersalls' reasonable opinion:
  - (c) you have breached these Online Auction Terms or the Online Conditions of Sale;
  - (d) your actions in using the Online Auction Facility or the Website may cause loss or damage to other Online Auction Users, third parties, Tattersalls or you;
  - (e) any information in your Application is inaccurate, inappropriate or offensive; or
  - (f) Tattersalls is unable to verify your identity or any information you have provided Tattersalls.

#### 4. Approval of Application

- 4.1. Once you have completed and submitted your Application to join an Auction, Tattersalls will consider your Application to join the relevant Auction as an Online Auction User.
- 4.2. Tattersalls may communicate with you by email or by telephone in respect of your Application, including in respect of confirming that your Application has been successful and/or if Tattersalls requires further information in respect of your Application to join an Auction as an Online Auction User.
- 4.3. For each Auction for which you make an Application, you will require to be credit approved by Tattersalls before you are able to submit a bid for a Lot in that Auction.
- 4.4. Tattersalls may in its absolute discretion set a credit limit for an Online Auction User. If Tattersalls sets such a credit limit for an Online Auction User, that Online Auction User will not be able to make a bid or bids which in aggregate exceeds that credit limit.
- 4.5. To contact us in respect of these Online Auction Terms, please email [tattersallsonline@tattersalls.com] [or telephone Tattersalls' customer service line on 01638 665931].
- 4.6. As an Online Auction User, you must:
  - (a) keep up to date all personal information of your account; and
  - (b) protect your account, including your username and password.

#### 5. Auction

- 5.1. The bidding process in respect of any Auction shall follow the procedure set out in the Online Conditions of Sale.
- 5.2. All bids shall be made through the Online Auction Facility. The Online Auction Facility shall automatically accept bids on behalf of Bidders which are properly communicated to it and made in accordance with these Online Auction Terms and the Online Conditions of Sale. An automatically generated notification will be notified to you within the Online Auction Facility if any bid you have made has not been accepted for any reason.
- 5.3. Bids made through the Online Auction Facility must be for an exact figure and any reference to a bid to be calculated by reference to other bids will not be accepted by the Online Auction Facility.
- 5.4. Tattersalls does not accept any responsibility for failure of telecommunications or internet connections in respect of any bid made through the Online Auction Facility.
- 5.5. Online Auction Users are deemed to be making their bid with full knowledge of and in accordance with the Online Conditions of Sale.
- 5.6. In respect of any Auction for which an Online Auction User is proposing to make a bid, it is that Online Auction User's responsibility to read the Tattersalls online catalogue relating to that Auction for any announcements, notices and updates made by Tattersalls in respect of the relevant Lot.

#### 6. Other online terms that may apply to you

These Online Auction Terms refer to the following additional terms, which also apply to your use of the Online Auction Facility and of the Website:

- (a) Website Terms [<https://www.tattersalls.com/uploads/general/website/terms.pdf>];
- (b) Acceptable Use Policy [<https://www.tattersalls.com/uploads/general/acceptableusepolicy.pdf>];
- (c) Tattersalls' Privacy Policy [<https://www.tattersalls.com/privacy>]. See further under How Tattersalls may use your personal data at Clause 18.

#### 7. Tattersalls may make changes to these terms

Tattersalls may amend these Online Auction Terms from time to time. Every time you wish to use the Online Auction Facility, please check these Online Auction Terms to ensure you understand the terms that apply at that time. These terms were most recently updated on [1st June 2020].

#### 8. Tattersalls may make changes to the Website

Tattersalls may update and change the Online Auction Facility and/or the Website from time to time to reflect changes to Tattersalls' Online Auction Users' needs and Tattersalls' business priorities.

**9. Tattersalls may suspend or withdraw the Online Auction Facility and/or the Website**

- 9.1. The Online Auction Facility and the Website are made available free of charge.
- 9.2. Tattersalls does not guarantee that the Online Auction Facility and/or the Website, or any content on it, will always be available or be uninterrupted. Tattersalls may suspend or withdraw or restrict the availability of all or any part of the Online Auction Facility and/or the Website for business and operational reasons. Tattersalls will try to give you reasonable notice of any suspension or withdrawal.
- 9.3. You are also responsible for ensuring that all persons who access the Online Auction Facility and/or the Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

**10. Tattersalls may transfer this agreement to someone else**

Tattersalls may transfer its rights and obligations under these Online Auction Terms to another organisation. Tattersalls will always tell you in writing if this happens and Tattersalls will ensure that the transfer will not affect your rights under the contract.

**11. You must keep your account details safe**

- 11.1. If you choose, or you are provided with, an Online Auction User identification code, password or any other piece of information as part of Tattersalls' security procedures, you must treat such information as confidential. You must not disclose it to any third party.
- 11.2. Tattersalls has the right to disable any Online Auction User identification code or password, whether chosen by you or allocated by us, at any time, if in Tattersalls' reasonable opinion you have failed to comply with any of the provisions of these terms of use.
- 11.3. If you know or suspect that anyone other than you knows your Online Auction User identification code or password, you must promptly notify us at [tattersallsonline@tattersalls.com].

**12. How you may use material on the Website**

- 12.1. Tattersalls is the owner or the licensee of all intellectual property rights in the Website, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 12.2. You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.
- 12.3. You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 12.4. Tattersalls' status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.
- 12.5. You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or Tattersalls' licensors. If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at Tattersalls' option, return or destroy any copies of the materials you have made.

**13. Do not rely on information on this site**

- 13.1. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on the Website.
- 13.2. Although Tattersalls will make reasonable efforts to update the information on the Website, Tattersalls makes no representations, warranties or guarantees, whether express or implied, that the content on the Website is accurate, complete or up to date.

**14. Tattersalls are not responsible for websites Tattersalls links to**

- 14.1. Where the Website contains links to other sites and resources provided by third parties, these links are provided for your information only. Such links should not be interpreted as approval by us of those linked websites or information you may obtain from them.
- 14.2. Tattersalls has no control over the contents of those sites or resources.

**15. User-generated content is not approved by us**

- 15.1. This website may include information and materials uploaded by other users of the site, including to bulletin boards and chat rooms. This information and these materials have not been verified or approved by us. The views expressed by other users on the Website do not represent Tattersalls' views or values.
- 15.2. How to complain about content uploaded by other users
- 15.3. If you wish to complain about content uploaded by other users, please contact us on [<https://www.tattersalls.com/contact-us>].

**16. Tattersalls' responsibility for loss or damage suffered by you**

- 16.1. Tattersalls excludes all implied conditions, implied warranties, implied representations or other implied terms that may apply to the Online Auction Facility and/or the Website or any content on it.
- 16.2. Tattersalls will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with use of, or inability to use, the Online Auction Facility or the Website.
- 16.3. In particular, Tattersalls will not be liable for:
  - (a) loss of profits, sales, business, or revenue;
  - (b) business interruption;
  - (c) loss of anticipated savings;
  - (d) loss of business opportunity, goodwill or reputation; or
  - (e) any indirect or consequential loss or damage.
- 16.4. Tattersalls shall not be liable for any claim relating to the use of the Website or the inability to use the Online Auction Facility unless legal proceedings have been issued and served on Tattersalls in respect of that claim within 12 months of such claim arising.

**17. How Tattersalls may use your personal information**

Tattersalls will only use your personal information as set out in its privacy policy [<https://www.tattersalls.com/privacy>].

**18. Tattersalls is not responsible for viruses and you must not introduce them**

- 18.1. Tattersalls do not guarantee that the Website will be secure or free from bugs or viruses.
- 18.2. You are responsible for configuring your information technology, computer programmes and platform to access the Website. You should use your own virus protection software.
- 18.3. You must not misuse the Website by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful. You must not attempt to gain unauthorised access to the Website, the server on which the Website is stored or any server, computer or database connected to the Website. You must not attack the Website via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the Computer Misuse Act 1990. Tattersalls will report any such breach to the relevant law enforcement authorities and Tattersalls will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use the Website will cease immediately.

**19. Rules about linking to the Website**

- 19.1. You may link to the Website home page, provided you do so in a way that is fair and legal and does not damage Tattersalls' reputation or take advantage of it.
- 19.2. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on Tattersalls' part where none exists.

- 19.3. You must not establish a link to the Website in any website that is not owned by you.
- 19.4. The Website must not be framed on any other site, nor may you create a link to any part of the Website other than the home page.
- 19.5. Tattersalls reserves the right to withdraw linking permission without notice.
- 19.6. The website in which you are linking must comply in all respects with the content standards set out in Tattersalls' Acceptable Use Policy [<https://www.tattersalls.com/uploads/general/acceptableusepolicy.pdf>].
- 19.7. If you wish to link to or make any use of content on the Website other than that set out above, please contact [[tattersallsonline@tattersalls.com](mailto:tattersallsonline@tattersalls.com)].

## 20. General

- 20.1. If any provision or part-provision of these Online Auction Terms is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of these Online Auction Terms.
- 20.2. No failure or delay by Tattersalls to exercise any right or remedy provided under these Online Auction Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 20.3. These Online Auction Terms constitutes the entire agreement between you and Tattersalls and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and Tattersalls, whether written or oral, relating to the use of the Online Auction Facility.
- 20.4. No variation of these Online Auction Terms shall be effective unless it is in writing and signed by a director of Tattersalls.

## 21. Which country's laws apply to any disputes?

These Online Auction Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. Tattersalls and you agree to the exclusive jurisdiction of the courts of England and Wales.

# TATTERSALLS ONLINE AUCTION

## Schedule – Sale of Stallion Shares/Breeding Rights/Nominations

Where the subject matter of any Lot is the sale of a stallion share, breeding right or a nomination, the Conditions of Sale shall be deemed amended as set out in the table below in respect of that Lot.

<p><b>Amendment to Condition 5.1(b)</b></p> <p>Condition 5.1(b) shall be amended to read as follows:  <i>(b) sign and deliver a deed and an agreement in the form required by Tattersalls (and available from Tattersalls for bidders to inspect prior to the auction of the Lot) in respect of the transfer of the Stallion share, breeding right or the nomination to the Purchaser by the third day after the day on which the lot was sold unless TATTERSALLS has given its prior written consent to extend this period.</i></p>
<p><b>Amendment to Condition 5.2</b></p> <p>Condition 5.2 shall be amended to read as follows:  <i>If the Purchaser shall fail to comply with any of the Conditions set out in Condition 5.1 TATTERSALLS may resell the Lot either immediately or otherwise by public or private sale.</i></p>
<p><b>Amendment to Condition 6 (Title and Possession)</b></p> <p>Condition 6 shall be amended to read as follows:</p> <p><b>6. Title and Possession</b></p> <p>6.1 <i>TATTERSALLS may at its absolute discretion permit the Purchaser to sign the deed and the agreement referred to in Condition 5.1 (b) relating to the transfer of the stallion share, breeding right or the nomination to the Purchaser notwithstanding that the Purchaser has not complied with the obligation immediately to pay the Purchase Sum pursuant to 5.1(a)(iii). Unless TATTERSALLS otherwise agrees in writing, such deed and agreement will be held in escrow pending payment of the Purchase Sum and TATTERSALLS shall not be obliged to date or release the Vendor's part of such deed and agreement. If TATTERSALLS so permits the Purchaser to sign the deed and agreement it does so as a matter of grace and the Purchaser shall remain liable to pay the Purchase Sum as aforesaid.</i></p> <p><b>6.A Lots Sold Subject to Pre-emption Rights</b></p> <p><i>Where a Lot is described as being offered for sale subject to a pre-emption right it is agreed that the sale of the Lot at auction shall be cancelled and void ab initio if such pre-emption right (which expression includes any right to decline to transfer of ownership of the Lot) is exercised by the holder of that right. Tattersalls and the Vendor shall have no liability to the Purchaser nor shall the Purchaser have any claim of any nature whatsoever against Tattersalls or the Vendor in the event that the sale of the Lot at auction is cancelled as aforesaid.</i></p>

**Amendment to Condition 7 (Purchaser's liability after resale)**

Condition 7 shall be amended to read as follows:

**7. Purchaser's liability after resale**

- 7.1 (a) *Subject to paragraph (c) below, where TATTERSALLS resells a Lot pursuant to a power to resell it under any provision of these Conditions, the Purchaser shall be liable to pay the difference between (i) the unpaid balance of the Purchase Sum together with interest due thereon pursuant to these Conditions up to the date of resale and (ii) the price agreed on the resale (if lower) after deduction of any expenses incurred in the sale. If a higher price is agreed on the resale, TATTERSALLS shall be entitled to keep the full amount paid.*
- (b) *TATTERSALLS shall be entitled to sue in respect of that liability as soon as the contract for resale is made (whether or not payment has been made or is yet due under that contract).*
- (c) *If the purchaser under the contract of resale defaults, the Purchaser shall remain liable for (i) the unpaid balance of the Purchase Sum together with interest due thereon pursuant to these Conditions less (ii) such sum, if any, as is paid under the contract of resale.*
- 7.2 *The Purchaser shall also be liable to pay TATTERSALLS any expense (including legal costs) incurred in the resale of the Lot pursuant to these Conditions.*
- 7.3 *The Purchaser shall be liable to pay interest on all sums due under this Condition at the rate provided for in these Conditions.*
- 7.4 *TATTERSALLS shall be entitled to sue for any sum due under this Condition. As between TATTERSALLS and the Vendor TATTERSALLS shall be under no duty to sue and nothing which it does or does not do shall affect the right of the Vendor to enforce any right he may have against the Purchaser.*

**Amendment to Condition 9 (Vendors)**

Condition 9 shall be amended to read as follows:

**9. Vendors**

- 9.1 *Subject to Condition 6.A and 9.2. below the Vendor shall be entitled to receive the proceeds of sale of each Lot sold (less any commission and fees due) from not before the 35th day following the date on which the Lot was sold provided that:*
- (a) *TATTERSALLS shall have received the full amount of the purchase price or released the Vendor's part of the deed and agreement in respect of the transfer of the breeding right or nomination to the Purchaser, and*
- (b) *TATTERSALLS shall not have been notified that a dispute has arisen in respect of or in connection with payment for the Lot and/or the proceeds of sale thereof whether under these Conditions of Sale or otherwise howsoever.*
- 9.2 *Where a Vendor is indebted to TATTERSALLS, the proceeds of sale of each Lot sold (less any commission and fees due) may be immediately credited against the Vendor's outstanding account with TATTERSALLS. Any credit balance remaining on the account (after the debt to TATTERSALLS has been discharged) shall then be paid by TATTERSALLS to the Vendor in accordance with this Condition.*
- 9.3 *Where a Vendor is indebted to Tattersalls Ireland Limited, or Vente Osarus, being related companies majority owned by Tattersalls Limited (hereinafter collectively called "TATTERSALLS GROUP"), the proceeds of sale of each Lot sold (less any commission and fees due) at any TATTERSALLS Sales may be immediately credited against the Vendor's outstanding TATTERSALLS GROUP account(s) without the necessity of any endorsement or authorisation from the Vendor. Any credit balance remaining in the Vendor's TATTERSALLS account (after the debt to TATTERSALLS GROUP has been discharged) shall then be paid by TATTERSALLS to the Vendor in accordance with this Condition. Where there is a dispute in connection with the amount owing to TATTERSALLS GROUP, TATTERSALLS are entitled to withhold the monies the subject of the dispute and shall account for the said monies when the dispute has been resolved either by agreement or, failing agreement, court proceedings.*

- 9.4 *In any case where TATTERSALLS shall have received the purchase monies from the Purchaser but shall have been notified of a dispute within the meaning of Condition 9.1.(b) they will account for the said monies when the said dispute shall have been resolved either by agreement or, failing agreement, by court proceedings.*
- 9.5 *Settlement will only be made against a written application by or on behalf of the Vendor which has been accepted by TATTERSALLS.*
- 9.6 *TATTERSALLS shall be under no obligation to place the proceeds of sale on deposit pending payment out by them.*
- 9.7 *All payments are made and/or sent at the risk of the Vendor and, if different, the payee.*
- 9.8 *Where the Purchaser is disputing his obligation to pay for the Lot the Vendor shall, if so required by TATTERSALLS, repay to TATTERSALLS on demand any payment made by TATTERSALLS to the Vendor in respect of the net proceeds of sale of the Lot.*
- 9.10 *Where the Purchaser is disputing his obligation to pay for a Lot the Vendor shall, if so required by TATTERSALLS, promptly provide and use best endeavours to procure that its servants and agents promptly provide to TATTERSALLS and its advisers such full co-operation, documentation and assistance as TATTERSALLS may request in order to investigate the subject matter of the dispute.*
- 9.11 *Where there has been any change in the ownership of a Lot entered for sale with TATTERSALLS between the date of completion of the online sales entry form and the time at which the Lot is due to be put up for auction the Vendor shall forthwith notify TATTERSALLS of this fact in writing and of the amount of the sale price and use his best endeavours to ensure that the new owner(s) forthwith notify TATTERSALLS whether it is his wish to proceed with the sale of the Lot at the auction for which it is entered and, if so, to submit without delay to TATTERSALLS a properly completed online sales entry form.*
- 9.12 *The Vendor shall indemnify TATTERSALLS in respect of any loss suffered or costs, disbursements or expenses incurred bona fide by TATTERSALLS by reason of bringing or defending any proceedings (including but not limited to any adverse costs awarded against TATTERSALLS) or otherwise howsoever which arise whether directly or indirectly from any act or omission by the Vendor in connection with the sale of a Lot whether or not such act or omission be a breach of his/her contract with TATTERSALLS.*

**Not Used Conditions**

*The entire text of Conditions 8, 10, 11, 12, 15.2, 23, 24 and 25 are deleted and replaced with the words "Not used".*



# Notices to Purchasers

## Guidance for Purchasers

THESE PAGES, ENTITLED "GUIDANCE FOR PURCHASERS" ARE PRODUCED FOR THE BENEFIT OF ALL PROSPECTIVE ONLINE AUCTION PURCHASERS WHO ARE ADVISED TO READ THEM CAREFULLY AND IN FULL PRIOR TO PURCHASE.

### 1. Conditions of Sale

Before bidding, all prospective Purchasers should read carefully the Online Auction Conditions of Sale and Online Auction Terms which are available to view on the [www.tattersallsonline.com](http://www.tattersallsonline.com) website.

### 2. Guide to Cataloguing

Before bidding, all prospective Purchasers should read carefully this section posted on the Tattersalls website with the Online Auction Conditions of Sale and the Online Auction Terms. Purchasers wishing to enquire about any catalogue details, should do so to a Tattersalls Online representative for more information.

### 3. Online Announcements (Condition of Sale 14)

All Lots are sold subject to any announcements, declarations, notices and updates that may be published online by Tattersalls regarding a Lot at the time of first publication of the Online Auction Sales Catalogue. It is the responsibility of all bidders to check for and read all such announcements, notices and updates prior to bidding on a Lot.

### 4. Inspection of Documentation

Purchasers can check the Health Documentation, Certificates and Flu Vaccinations status of Lots by means of the Lot documentation section of Tattersalls Online website. They can also use this section to view whether a Fillies' Examination Certificate has been lodged. All such information is displayed without attaching responsibility to Tattersalls or the Veterinary Surgeons concerned.

Prospective Purchasers of mares should view this section of the Tattersalls Online website to check passports for details of vaccinations against EHV-1 (Rhinopneumonitis).

Covering Certificate - Pregnancy Certificate - Fillies' Examination Certificate

Where in any case a certificate has not been lodged with Tattersalls, prospective Purchasers should make their own enquiries of the Vendor.

### 5. Export Certificates

Following the implementation of Anti-Doping Rules by the British Horseracing Authority (BHA), there are new requirements for horses that have been imported into Great Britain for training and racing. A horse's export certificate has to be lodged with the Stud Book of Great Britain and Ireland within 90 days of its arrival in Great Britain (the "General Stud Book"). Lots that do not have their export certificates lodged with the General Stud Book pre-Sale will be declared as such in the declarations section on the Tattersalls Online website. Further enquiries should be made to a Tattersalls Online representative for more information.

## 6. Repository

Tattersalls offers a voluntary repository in which vendors may place pre-sale x-rays, Video Endoscopies and other stipulated information. For further details please see the repository guidelines and repository rules which are published on the Tattersalls website.

## 7. Pre-Sale Inspection of Lots

Prospective Purchasers are advised to thoroughly inspect Lots and obtain veterinary advice prior to purchase. Contact and viewing location details of each Lot are available for each Lot on the Tattersalls Online website and inspections should be arranged by appointment only. Purchasers must ensure that Vendor approval is obtained before a veterinary inspection is made.

## 8. Conditions of Sale 14-19

Prospective Purchasers are particularly requested to read carefully the provisions of Conditions 14 -19 of Tattersalls Online Auction Conditions of Sale.

## 9. Description and Health / Returnable Lots (Conditions of Sale 10, 11 and 12)

Attention is drawn to Condition of Sale 10 entitled "Description and Health". Under Condition of Sale 12, no Lot is returnable other than in accordance with Conditions of Sale 10, 11 and 12. Prospective Purchasers should specifically note that there is no term implied in any sale that a Lot is of satisfactory quality or is fit for training or any particular purpose.

## 10. Lots offered for sale with a Pre-Sale Veterinary Certificate (subject to Re-Examination) see Condition of Sale 15.2)

Purchasers of any Lot sold with a Pre-Sale Veterinary Certificate may instruct a veterinary surgeon to conduct a re-examination on their behalf only in accordance with condition of sale 15.2 and the deadlines therein.

## 11. Wind Returns - Horses in Training, Yearlings, Two-Year-Olds and Stores

Purchasers are reminded that where Horses in Training are referred to the Wind Panel, they will be normally tested at the gallop on Newmarket Heath (see Conditions of Sale 10, 11 and 12). For all Lots returned to Tattersalls under Condition of Sale 10.8 (a) and 10.9 (a), a fee of £600 plus VAT will be charged to the losing party. This fee is to cover in part the expenses incurred in the testing of the Lot. Therefore, where a Lot so referred is adjudged to be non-returnable to the Vendor, the fee will be added to the Purchaser's account.

## 12. Anabolic Steroid and Bisphosphonate Testing, Nonsteroidal Anti-inflammatory Drug Testing, Corticosteroid Testing and Clenbuterol Testing (Conditions of Sale 24)

A Horse in Training, a Horse out of Training, a Yearling (other than a Yearling sold prior to 1 July) or a Two-Year-Old can be tested post-sale for prohibited substances outlined in condition of sale 24. Purchasers are advised to note the deadlines therein including notification to Tattersalls by 5:00 p.m. on the first day after the day on which the Lot was sold that a blood sample is to be taken. The blood sample must then be taken by 5pm on the second day after the day on which the lot was sold by the purchaser's vet prior to the Lot departing from the vendor's premises.

## 13. Piroplasmiasis (Condition of Sale 25)

A Stallion, a Mare, Horse in Training, a Horse out of Training, a Yearling (other than a Yearling sold prior to 1 July) or a Two-Year-Old can be tested post-sale for Piroplasmiasis as outlined in condition of sale 25. Purchasers are advised to note the deadlines therein including notification to Tattersalls by 5pm on the first day after the day on which the Lot was sold that a blood sample is to be taken. The blood sample must then be taken by 5:00 p.m. on the second day after the day on which the lot was sold by the purchaser's vet prior to the Lot departing from the vendor's premises.

#### 14. Insurance (Conditions of 6.2 and 8)

Purchasers are reminded that from time the Lot is sold, or time of private purchase, horses are at their risk. Immediate insurance cover against mortality and theft is available subject to acceptance, and we strongly recommend that this is effected.

#### 15. Keep and Removal of Horses After Sale (Conditions of Sale 5)

Purchasers must make arrangements to take away at their own expense every Lot purchased by them from the Vendor's premises before 5.00 p.m on the fourth day after the day on which the Lot was sold, provided that Tattersalls has given prior written consent.

In the event that the Lot has not been collected by the stipulated time the Purchaser shall pay on demand to the Vendor the reasonable expenses not exceeding £30 per day incurred by the Vendor of and in connection with the Lot for any day or part of a day the Lot remains on the Vendor's premises beyond the stipulated time.

#### 16. Release of Horses

Before any Lot may be collected, a Pass Out must be obtained from the Tattersalls Accounts department, authorising the release of the Lot by the Vendor to the Purchaser. The vendor must not release the Lot to the Purchaser or his agent unless they have first produced to them a true and complete copy of the Pass-Out.

#### 17. Identification of Horses

Purchasers are advised to check the description of their Lot in the passport (or a copy thereof) as soon as possible after purchase.

#### 18. Documents

Documents will only be released either on the receipt of a written application or as a result of a personal application. Where documents are sent by post they are at the risk of the Purchaser.

#### 19. Broodmares

##### 19.1 Rhinopneumonitis (EHV-1)

The following notice is included at the request of the Thoroughbred Breeders' Association (TBA):  
Mares in late pregnancy which have been purchased on an online auction constitute a possible risk to the stud where the mare is sent, since from the fifth month of pregnancy onwards there is a possibility that abortion due to Rhinopneumonitis may occur. Attention is drawn to the recommendations from the TBA that mares from stud farms where Rhinopneumonitis/Virus Abortion has occurred during the previous season should be foaled in isolation. Details of vaccinations against Rhinopneumonitis can be found in the mare's passport and may be viewed in the documentation section of the Lot on the Tattersalls Online website.

##### 19.2 Isolation of Broodmares

In accordance with TBA recommendations, all mares returning from Tattersalls Online Auctions should be isolated from in-foal mares.

#### 20. Registrations to bid online

In order to bid on the online auction, you must go to [www.tattersallsonline.com](http://www.tattersallsonline.com) where you must register, if you have not done so previously. Once logged in you may then request to JOIN SALE, where you will be asked to complete your details. Our accounts team will confirm arrangements with you as soon as possible. Even if you have an account with Tattersalls, you must register, apply and receive bidding approval for each Tattersalls Online Auction. Registrations to bid must be made at least 24 hours prior to the original closing time of the online auction.

## **21. UK-based Lots Value Added Tax ('VAT')**

### **21.1. Lots for Export outside Great Britain**

Where Lots are purchased for immediate export outside Great Britain the purchase may be zero-rated for VAT purposes provided that Tattersalls are supplied with a satisfactory proof of export from Great Britain by the Purchaser or his shipping agent. Similar arrangements are available in certain circumstances and subject to agreement on a Lot by Lot basis with HM Customs and Excise where the Lot is not exported immediately. If there is likely to be any delay whatsoever in the exporting of a lot, the Purchaser is recommended to contact the Tattersalls Accounts department.

The Purchaser will be liable for import VAT in the country of arrival at the prevailing rate, however, if the Purchaser is VAT registered they may be able to use Postponed VAT Accounting to account for the VAT on their VAT return.

### **21.2. Lots remaining in Great Britain**

VAT will be charged as indicated in the catalogue when published online. The VAT Registration Scheme for Racehorse Owners in the UK allows owners to reclaim VAT on purchases where the horse remains in the UK. The Scheme also allows owners to reclaim VAT on training fees etc., where the horse is trained in the UK. Racehorse owners are urged to take full advantage of this scheme.

Breeders who are VAT registered can recover VAT on all racing expenses. Anyone having any query on VAT is invited to contact a Tattersalls Accounts representative.

## **22. Irish-based Lots Value Added Tax (VAT)**

### **22.1 Lots for Export outside the EU**

Where Lots are purchased for immediate export outside the European Union ('EU') the purchase may be zero-rated for VAT purposes provided that Tattersalls are supplied with a satisfactory proof of export from the EU by the Purchaser or his shipping agent.

The Purchaser will be liable for import VAT in the country of arrival at the prevailing rate.

### **22.2 Lots to be sent to another EU Member State or Northern Ireland**

Where Lots are purchased for despatch to another EU Member State or Northern Ireland the purchase may be zero-rated for VAT purposes provided the invoice is made out to a person registered for VAT in another Member State or Northern Ireland and the VAT number is lodged with Tattersalls and Tattersalls are supplied with a satisfactory proof of movement from the Republic of Ireland.

### **22.3 Lots Purchased by Irish Residents**

From the 1st January 2019, the Reduced Rate of VAT (currently 13.5%) applies to the supply of live horses other than those intended for use in agricultural production.

The Livestock Rate (currently 4.8%) continues to apply to the supply of live horses normally intended for use in agricultural production. Accordingly, the Livestock Rate (currently 4.8%) only applies to those horses that are supplied to a farmer.

In practical terms, therefore, in order for the supply of a horse to qualify for the application of the Livestock Rate (currently 4.8%) a purchaser must provide a written declaration to the VAT accountable supplier (Tattersalls Limited) that he or she is a farmer (as defined in section 2 of the VAT Consolidation Act 2010) with details of his or her name, address and PPS/VAT registration number. A copy of the required declaration is available from the Sales Accounts department.

If you need some further guidance in relation to VAT applicable to farmers purchasing live horses at auction, please see below links to the Irish Revenue website – <http://www.revenue.ie/en/tax/vat/leaflets/horses.html>

### 23. Payment for Purchases (Condition of Sale 5)

All Lots are sold for payment by cash, credit/debit card, or acceptable bankers draft (Condition 5.1). Please note Tattersalls are no longer able to accept € 500 notes. Ring prices are quoted in guineas. A guinea represents Sterling £1:05.

All invoices raised are in Sterling and all payments for purchases are due in Sterling. Prospective Purchasers may deposit funds with Tattersalls prior to a sale. If a Purchaser wishes to pay by any other method, arrangements must be agreed before bidding. Please complete a New Buyer Form and send this to Accounts at least 7 days before the sale. Please ask your bankers to forward a reference direct to Accounts as your application cannot be considered until this is received.

**Please note all customers should contact the Tattersalls Accounts department prior to bidding in order to agree payment procedures.**

Tattersalls' bankers are:  
Lloyds Bank PLC,  
Piccadilly Branch,  
39 Piccadilly, London W1V 0AA  
Sort Code: 30 00 08: Tattersalls Account No. 00575080;  
IBAN number GB 64 LOYD 3000 0800 575080  
BIC LOYDGB      21012 SWIFT CODE    LOYDGB 2L

Overseas Purchasers funding their purchases from non-sterling sources may wish to consider covering forward their Sterling liabilities.

### 24. Purchasers Authorisation

This scheme is available for Purchasers who wish to appoint an agent to act for them. Forms can be obtained by personal application only to Accounts. The scheme is subject to:

- 24.1** The Authorisation together with a payment reference, both completed and signed by the Principal, being lodged with Tattersalls by way of application at least 7 days before the sale.
- 24.2** No Authorisation is effective unless it has been approved in writing by Tattersalls who reserve the right to withhold acceptance without giving any reason. An agent may not bid under this Authorisation until such written acceptance has been received.
- 24.3** Agents must notify Accounts of any purchases under an Authorisation immediately following purchase.

### 25. Private Sales

#### 25.1 Contract

When Lots fail to sell in the ring, Private Sales may be registered with Tattersalls and will invoke the Conditions of Sale (save those highlighted on the Private Sale Agreement Form) unless otherwise agreed. Vendors and Purchasers wishing to register Private Sales with Tattersalls should contact the Accounts department. No statement, certificate, forecast or expression of opinion made by Tattersalls in respect of any Lot is or is deemed to be in any circumstances a representation, undertaking or warranty by Tattersalls and Tattersalls shall in no circumstances become liable to any person in respect thereof.

#### 25.2 Auction Races

Under the Orders of the British Horseracing Authority, Lots sold or bought-in at public auction under the hammer qualify for these races but Lots which do not reach their reserve do not qualify. The sale of a Lot privately (i.e. not under the hammer) does not qualify the Lot for Auction Races.

## **26. Integrity of Bloodstock Sales**

Tattersalls regard the integrity of its Sales as a matter of the utmost importance. In that regard, the attention of Purchasers and Vendors is drawn to the Bloodstock Industry Code of Practice. If Tattersalls become aware of any circumstances giving rise to a breach of the Code, they will take such action as they consider appropriate to preserve the integrity of their sales and will report such matter to the appropriate authorities. In particular, Tattersalls will notify the BHA of any complaints received by them concerning alleged breaches of the Code. It is important to note that the Code of Practice is entirely separate from Tattersalls' Online Auction Conditions of Sale. Tattersalls' Online Auction Conditions of Sale shall continue to apply exclusively to all Lots offered for sale and sold at Tattersalls' Sales. For the avoidance of doubt, if there should be any conflict between the provisions of the Code of Practice and Tattersalls' Online Auction Conditions of Sale, Tattersalls' Online Auction Conditions of Sale shall take precedence.

## **27. Overseas Owners Premiums**

A list of Lots in this catalogue which are qualifiable for Overseas Owners' Premiums can be viewed on request to a member of the Tattersalls Online representative. In all instances, any queries regarding Owners' Premiums should be directed to the Vendor of the Lot and to the appropriate Stud Book Authority to ensure that the Lot meets the criteria required to retain the Premiums.

## **28. Not In G.S.B.**

Where a Lot is described as "Not in G.S.B." it is a non thoroughbred and is registered in the Non Thoroughbred Racing Register but not in the General Stud Book. A Lot registered in the Non Thoroughbred Racing Register is eligible to race under Rules in Great Britain and Ireland, but other racing jurisdictions may preclude non thoroughbreds from participation. Prospective purchasers are advised to make enquiries with the relevant racing jurisdictions before bidding on any Lots.

# Notices to Purchasers

## New Buyer Form

**Please return your completed form to Tattersalls Ltd by fax (+44 (0)1638 617602) Or in person to the Accounts desk in the main sales office before participating in the auction.**

Please complete all sections:

Given Name(s)

Surname

Passport / I.D. Number

Company Partnership Name

Residential/Registered House/Number:

Address Street:

City:

Postcode:  Zipcode:  Country:

Postal Address House/Number:

(or as above) Street:

City:

Postcode:  Zipcode:  Country:

Work Phone

Home Phone

Mobile Phone

Email Address

Intended Method of Payment Credit/Debit Card

Amount (GBP) Cash/T.C.

Cheque

Bank Transfer

Name & Address of Bank Branch:

Street:

City:

Postcode:  Zipcode:  Country:

Bloodstock References

### I confirm that:

1. I have read and accept Tattersalls Conditions of Sale (and where appropriate any Special Arrangements)
2. I will not make any purchases until I have received Tattersalls written confirmation that I may do so.
3. I have instructed my Bankers to forward a reference direct to Tattersalls to support the intended amount to be spent as above

Signature:

Date:

# Notices to Purchasers

## Credit/Debit Card purchases

Payment for horse purchases may be made by credit card, debit card or AMEX, subject to the card issuer's approval. Cards displaying VISA, MasterCard, Maestro or AMERICAN EXPRESS will normally be accepted. Please ask at the accounts desk if you have any other card.

If you intend to utilise this method of payment, please advise your credit/debit card provider of your intentions prior to your arrival at the Sales. This should reduce the time taken by the credit/debit card provider to authorise the transaction when it is processed. Alternatively, pre-authorisation can be obtained prior to making a purchase. For further information on this procedure, please speak to a Tattersalls representative at the Accounts desk.

From February 2006, in accordance with new UK banking requirements, all credit and debit card transactions will have to be authorised by the cardholder using their PIN number. Please ensure that you have memorised your PIN number.

## Purchaser payments in cash/travellers' cheques

As stated in note 23 in the "Guidance for Purchasers", Tattersalls are pleased to accept cash payments in settlement of amounts due for the purchase of bloodstock. As required by law it will be necessary for Purchasers to provide additional information when making cash payments of €10,000 or more:

- (i) proof of identity - either passport or driving licence with photograph and personal information.
- (ii) evidence of home address - utility bill or formal correspondence with full name and address details.
- (iii) provenance of funds.

It will be necessary for Tattersalls to take copies of the documentation provided and to retain the copies on file.

Customers are recommended to refer to the HM Government website ([www.gov.uk/bringing-cash-into-uk](http://www.gov.uk/bringing-cash-into-uk)) for the procedural requirements when carrying cash in and out of the United Kingdom.

Please note Tattersalls are no longer able to accept €500 notes. Tattersalls thank customers in advance for their co-operation and apologise for any inconvenience caused.

# Here to help

If you require any help and advice on payment for purchases please contact: DAVID ANDERSON, JOCELYN PALMER, DARRYL SCARFF OR DYLAN HARMAN  
Tel: +44 1638 665931 or email: [accountsvp@tattersalls.com](mailto:accountsvp@tattersalls.com)





# BHA Equine Anti-doping Rules (EADR)

Permanent Import requirements are only relevant to those horses that remain in Great Britain (GB) and are intended for training and racing

## **Key requirements:**

1. Export Certificate (all horses) must be filed with the General Stud Book within 90 days of arrival;
2. Whereabouts information must be filed within seven Business Days of the horse's arrival in GB, except where waived:
  - The horse has come from a country with an equivalent Testing policy\* and
  - The horse was present there for 12 consecutive months immediately prior to importation, or;
  - The Permanent Import test is conducted at fall of the hammer.Any change in circumstances (such as change of location) must be updated as soon as possible.
3. Permanent Import test is required (except as waived above, point 2):
  - Testing may be conducted unannounced;
  - Sample is collected at the Responsible Person's expense;
  - Testing may be requested by the Purchaser at fall of the hammer, by signing to this effect on the form of Purchase Confirmation supplied by Tattersalls, where the list (available in the Main Sales Office) indicates the testing requirement has not yet been fulfilled.

## To note:

- Broodmares, or other horses, permanently retired from racing are not subject to EADR requirements, provided the BHA is notified of the retirement via [anti-doping@britishhorseracing.com](mailto:anti-doping@britishhorseracing.com);
- Tattersalls 'BHA Badged' Anabolic Steroid Test DOES NOT replace the requirement for a Permanent Import test (which includes other Prohibited at all times substances);
- If the Permanent Import test is required, and the Purchaser doesn't request this at fall of the hammer, they must comply with the requirements set out as above post-Sale;
- Purchasers should confirm if their intended purchase has complied with EADR requirements, by checking the list in the Main Sales Office for the status of export certificate and testing requirements;
- A guide to the BHA Equine Anti-Doping Rules is available for download from the BHA website ([www.britishhorseracing.com](http://www.britishhorseracing.com));
- Failure to comply with the EADRs may result in disciplinary action being taken by the BHA, including the horse being prevented from running in Britain;
- If you have any questions about the EADRs please contact [anti-doping@britishhorseracing.com](mailto:anti-doping@britishhorseracing.com).

Neither Tattersalls nor the BHA take any responsibility for a horse not being permitted to remain in GB to train and race where a Purchaser has not taken the necessary steps to ensure they comply with the BHA's EADR requirements.

\*For the purpose of the Rules countries currently with equivalent testing policy are: France, Ireland, Germany, Sweden, Norway and Hong Kong.

# The Bloodstock Industry Code of Practice

Since 2009, when the current Bloodstock Industry Code of Practice came into effect, the Bribery Act 2010 has been passed into law in the United Kingdom. The Bribery Act made bribery a criminal offence, punishable with up to 10 years' imprisonment. This is reflected in this new Code, which is designed to prevent serious malpractice in the bloodstock sales industry, including by banning: (a) bribery (whether described as "Luck Money" or not); (b) acting for both sides on a Sale without prior informed consent; and (c) the practice of collusive "bidding up". Such practices have no place in the bloodstock industry.

To assist with this stated objective and to encourage Participants to come forward with concerns over an alleged breach of the Code, the Bloodstock Industry Forum has established a facility for a Participant with such concerns to obtain free, initial and independent legal advice from a Panel Lawyer as to any criminal, civil and regulatory remedies for breach of this Code. The Panel Lawyer will owe their duties, including their duty of confidence, exclusively to the Participant and their fees for providing initial legal advice will be met by the Bloodstock Industry Forum. In addition to breach of this Code, misconduct relating to Sales may lead to civil and criminal liability. For example, where a bribe is paid to an Agent, this may lead to civil liability to pay the Principal the amount of the bribe, on the part of either of (or both) the paying and receiving party, as well as to the commission of a criminal offence under the Bribery Act 2010 (applicable in the United Kingdom) or the Criminal Justice (Corruption Offences) Act 2018 (applicable in the Republic of Ireland).

This Code has been drawn up by and with the full support of all members of the Bloodstock Industry Forum namely: The British Horseracing Authority, the Irish Horseracing Regulatory Board, Horse Racing Ireland, the Irish Thoroughbred Breeders Association, the Breeze-Up Consignors Association, the Federation of Bloodstock Agents, the National Trainers Federation, the Racehorse Owners Association, the Thoroughbred Breeders Association, Goffs and Tattersalls.

This Code will be reviewed annually to ensure that it remains robust and fit for purpose.

## THE NEW CODE: RULES

### DEFINITIONS

**Agent:** Any person or entity acting, whether in a formal professional capacity or not, on behalf of another (their "**Principal**") as regards a Sale. For the avoidance of doubt, the Agent need not have been formally appointed, or have a written contract, or be a bloodstock professional, and may or may not be acting for reward from the Principal.

**Authority:** means the Horseracing Authority where the sale or leasing of bloodstock, stallion shares and nominations, whether by private transaction or public auction, takes place.

**Panel Lawyer:** A lawyer appointed by the Bloodstock Industry Forum who shall owe his duties, including his duty of confidence, exclusively to the Participant and who shall carry out an initial investigation and provide initial legal advice limited to 15 hours of legal services into the alleged breach of the Code. A list of Panel Lawyers is published at the end of this Code.

# The Bloodstock Industry Code of Practice *cont.*

**Participant:** Any person or entity participating in a Sale, including, without limitation, vendors, purchasers, breeders, consignors, trainers, syndicate managers, bloodstock agents and any person acting as Agent of any party to a Sale. Any third party offering, making or assisting in the provision of an undisclosed financial advantage, contrary to these Rules shall be considered a Participant in the relevant Sale.

**Principal:** Any person or entity on whose behalf an Agent acts as regards a Sale.

**Prior Informed Consent:** Consent granted by a Principal to an Agent for the Agent to act in a manner either previously agreed in writing between them or which would otherwise be in breach of his duty or these Rules. Such consent must be evidenced in writing and explicit. Consent is only Prior Informed Consent if the Principal is aware at the time of the consent of the full circumstances relating to the transaction or arrangement in question and the full nature of any interest of the Agent.

**Sale:** The sale or leasing of bloodstock, stallion shares and nominations, whether by private transaction or public auction, taking place within Britain and Ireland.

## **RULE 1:**

### **Application of the Rules**

- (A) This Code applies to all Sales taking place within Britain and Ireland after 16 August 2021.**
- (B) The Code is of particular application to Agents. However, the Code is not confined to Agents, but applies to all Participants at Sales.**

## **RULE 2:**

**The General Duty: Participants shall act honestly and with integrity in relation to Sales.**

## **RULE 3:**

### **Bribery, secret profits, and other payments:**

- (A) A Participant shall not solicit nor receive any financial advantage as an inducement or reward for the improper performance of relevant business activities relating to a Sale.**
- (B) No Participant in a Sale shall offer or grant or provide any financial advantage as an inducement or reward for the improper performance of relevant business activities relating to a Sale.**
- (C) Agents shall not profit from their position as Agents without the Prior Informed Consent of their Principal, provided always that where it is not possible to obtain Prior Informed Consent in advance, consent shall be deemed to be prior if sought and obtained as soon as reasonably practical.**

## **RULE 4:**

### **Authority and information provision**

- (A) An Agent shall act in accordance with the instructions of their Principal and within their authority.**
- (B) An Agent shall inform their Principal promptly and in full of any offers received for their Principal's horse(s).**

## The Bloodstock Industry Code of Practice *cont.*

- (C) An Agent for reward shall make and keep correct records and accounts of their dealings on behalf of the Principals and shall produce on request to the Principal (or other proper person appointed by the Principal) all books, records, and documents (electronic or hard copy, including emails, texts and other social media communications) under their control relating to the affairs of their Principal.

### **RULE 5:**

Agents shall act in the best interests of their Principal in relation to Sales.

### **RULE 6:**

Agents shall not put themselves or be in a position where their personal interests conflict or may conflict with those of their Principal, without Prior Informed Consent. Such a conflict arises, amongst other things, in acting for more than one party to a Sale.

### **RULE 7**

#### **Market Abuse at Public Auction**

##### **(A) Collusive Bidding-Up:**

Participants shall not enter into any agreement, understanding or arrangement with any other person or entity with the intention of directly or indirectly increasing the price of a horse in a public Sale, save that a vendor is entitled to place a reserve and may appoint one person to bid on their own behalf (or where a horse is stated to be the property of a partnership any partner may appoint one person to bid on their behalf) where and as permitted under the rules of the auction in question.

##### **Induced Purchases at Public Auction:**

(B) A Participant shall not, prior to a horse's sale at public auction, either directly or indirectly solicit, demand or receive any financial advantage from the vendor as an inducement or reward for bidding on or buying the horse.

(C) A vendor shall not, prior to their horse's sale at public auction, either directly or indirectly offer, grant or provide any financial advantage as an inducement or reward for bidding on or buying their horse, unless the same advantage is available to the whole market.

### **RULE 8:**

#### **Assistance:**

A Participant assisting another in a course of conduct, knowing that the course of conduct is breaching or likely to breach any rule of this Code or deliberately closing their eyes to that possibility, shall be treated as if they too acted in breach of that rule.

# The Bloodstock Industry Code of Practice *cont.*

## ENFORCEMENT AND SANCTION UNDER THE CODE OF PRACTICE

Any Participant with concerns over an alleged breach of the Code is encouraged to come forward and use the facility established by the Bloodstock Industry Forum to obtain free, independent and confidential initial legal advice from a Panel Lawyer as to any criminal, civil and regulatory remedies for breach of this Code. The Panel Lawyers owe their duties, including their duty of confidence, exclusively to the Participant and their fees for providing initial legal advice will be met by Bloodstock Industry Forum.

The British Horseracing Authority adopts and the Irish Horseracing Regulatory Board supports the Bloodstock Industry Forum's Code of Practice. Any person found by the BHA to be in breach of the Code whether bound by the Rules of Racing or not, may be banned in Britain from racecourses and other licensed premises and banned also from conducting business with licensed individuals. The IHRB will have due regard to a breach of the Code when exercising their powers over individuals licensed by them or who seek to be licensed by them. Additionally, Tattersalls and Goffs fully support the Bloodstock Industry Forum's Code of Practice. To give effect to its spirit and intent and to prevent those breaching the Code from participating in their sales, Tattersalls and Goffs have amended their terms and conditions of business to establish a clear right to exclude any person or entity from participating in their sales in both Britain and Ireland (whether as vendor, purchaser, agent or otherwise) where they or any person or entity acting on their behalf have been found guilty of a criminal offence appearing to them to involve a breach of the Code, or who has been found liable in High Court or similar civil proceedings for conduct appearing to them to involve a breach of the Code (whether such criminal or civil proceedings take place in the United Kingdom, the Republic Ireland or elsewhere) or who has been sanctioned by the British Horseracing Authority for breach of the Code.

### Panel Lawyers – Contact Details

**1 Clare Reffin\*, barrister, One Essex Court<sup>1</sup> (based in Britain)**

**2 Eoghan Cole\*, barrister<sup>2</sup> (based in Ireland)**

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\*if, exceptionally, a Panel Lawyer's professional duties preclude them from accepting the Participant's instructions, the BIF's solicitor will select another independent lawyer to fulfil the role of Panel Lawyer.

# The Bloodstock Industry Code of Practice *cont.*

## EXPLANATORY NOTES AND EXAMPLES:

### INTRODUCTION

The individual Rules are set out below with Explanatory Notes. These are intended to assist Participants of every type, from professional Agents, to trainers, to novice purchasers of bloodstock, to understand the meaning of the relevant Rule, giving practical examples of the type of conduct which will likely amount to a breach of the Code where appropriate.

In order to ensure that Participants are aware of the full significance and potential consequences of any improper practices, and so that the victims of such improper practices are aware of their potential remedies and rights arising from such improper actions, the Explanatory Notes also summarise at the end the potential civil or criminal consequences of such acts.

However, nothing in the Explanatory Notes should be taken as advice as to the remedies and rights of individuals as regards the civil law or criminal consequences of particular acts. Participants who have concerns over an alleged breach of the Code should take their own legal advice as to any criminal, civil and regulatory remedies and in the first instance are encouraged to take advantage of the facility established by the Bloodstock Industry Forum to obtain free initial and independent legal advice from a Panel Lawyer. The Panel Lawyer will owe their duties, including their duty of confidence, exclusively to the Participant and their fees for providing initial legal advice will be met by the Bloodstock Industry Forum. The intention of the Civil and Criminal section below is to point to potential further consequences of particular acts, which may also be breaches of this Code, so as to reinforce the purpose of the Code in preventing improper practices.

### RULE 1:

#### Application of the Rules

- (A) This Code applies to all Sales within Britain and Ireland after 16 August 2021.**  
**(B) The Code is of particular application to Agents. However, the Code is not confined to Agents, but applies to all Participants at Sales.**

### EXPLANATORY NOTE:

The Rules apply regardless of whether the relevant **Participant** is a citizen of Britain or Ireland, or present in Britain or Ireland. The only relevant requirement is that the **Sale** (public or private) should take place within Britain or Ireland and after the 16th August 2021. For example, an individual resident outside and physically absent from Britain or Ireland at the time of the Sale will still be subject to this Code as regards a Sale if they are a Participant in that Sale.

Examples of those acting as Agents include: bloodstock agents, trainers and racing managers purchasing on behalf of clients, syndicate managers purchasing on behalf of a syndicate, an individual purchasing on behalf of a family member or friend. The issue is the capacity in which the person is acting on the specific Sale, not their title or customary role. A person normally acting as a bloodstock agent, will not be acting as an Agent when buying on their own account, but will be when buying for another person.

Although centrally concerned with abuses by those acting as Agents, the Code applies to **all** Participants. For example, Rule 3 makes it a breach of a code to **offer or receive** improper financial

# The Bloodstock Industry Code of Practice *cont.*

advantage (colloquially, a bribe), so that both the party receiving the bribe (often a purchaser's Agent) **and** the party paying the bribe (often a vendor or their agent), will be in breach of the Code (and potentially liable to civil and criminal consequences).

## **RULE 2:**

**The General Duty: Participants shall act honestly and with integrity in relation to Sales.**

### **EXPLANATORY NOTE:**

This General Duty to act honestly and with integrity is an overall statement of the aims and purposes of the Code. There is no special meaning to the terms "honestly" and "with integrity", which are ordinary words. It should usually be obvious to any Participant whether a course of action is in compliance with the General Duty. If they have any doubts, good sense suggests that the Participant should not pursue the course of conduct in question, or only proceed having taken professional advice. The General Duty also permits disciplinary action as regards misconduct not foreseen and specifically catered for in specific Rules.

## **RULE 3:**

**Bribery, secret profits, and other payments:**

- (A) A Participant shall not solicit nor receive any financial advantage as an inducement or reward for the improper performance of relevant business activities relating to a Sale.**
- (B) No Participant in a Sale shall offer or grant or provide any financial advantage as an inducement or reward for the improper performance of relevant business activities relating to a Sale.**
- (C) Agents shall not profit from their position as Agents without the Prior Informed Consent of their Principal provided always that, where it is not possible to obtain Prior Informed Consent in advance, consent shall be deemed to be prior if sought and obtained as soon as reasonably practicable.**

### **EXPLANATORY NOTE:**

Bribery, particularly of Agents, is a central concern to which the Code is directed. Participants should be aware that it is not only the Agent, receiving a bribe or secret profit who is at serious fault: those offering or paying bribes are equally responsible.

Participants should be clear that there can generally be no legitimate reason for an Agent of the purchaser to be rewarded **in any way** by the vendor and parties related to the vendor, and that the Agent of the purchaser should generally only be rewarded by their Principal, the purchaser.

This is so whether or not the payments are described as "Luck Money". Participants should be aware that such terminology and historical practices do not in any way alter the fact that payments of undisclosed/improper inducements are not permitted.

Where any gift (even a modest one) is received by an Agent on an unsolicited basis, the Agent must still seek consent (and obtain it) as soon as reasonably practicable after receiving it, if they are properly to retain the gift. If, however, the Principal's consent is **not** forthcoming, the Agent cannot properly retain the gift and should return it.

## The Bloodstock Industry Code of Practice *cont.*

Financial benefits need not be direct and/or of cash. Payments in kind suffice, a watch or other valuable item, for example. The benefit need not be direct, for example payments to the order of the Agent (to extinguish debts, and/or to family).

It is irrelevant whether or not the purchaser has suffered a loss (i.e. that they may have paid a fair price at public auction, for example). An attempted bribe, even if refused, and/or even if it had no effect on the receiving party, is still a bribe. (As explained below, the parties to a bribe, both bribing party and receiving party, may be liable to account to the other party, usually the purchasing Principal, for the amount of the bribe. Those assisting such activity may also be liable for any losses.)

Examples:

An Agent for the purchaser seeks and receives a payment or promise of a payment from the vendor of a horse in order to buy that horse, which is **not** disclosed to the Agent's principal. The Agent will have received a bribe and/or secret profit and be in breach of Rule 3A and 3C. The vendor will have bribed the Agent and be in breach of Rule 3B. The vendor and the Agent may both be liable to civil and criminal consequences. This applies where the Agent is receiving a share or cut relating to collusive bidding-up where this has been pre-agreed: see Rule 7 and the example there.

A trainer acting for a purchaser, whether an existing client or not, as regards a sale, is in the same position as any other Agent. However, the fact that they may profit from the sale indirectly through the payment of fees when the horse is trained by them after purchase is not an illegitimate profit, since it will be known to the purchaser.

A trainer advising a purchaser and accepting money to influence the purchase will be taking a bribe. The party offering and the trainer will both be in breach.

Where a trainer or racing or syndicate manager appointed by a purchaser seeks to share in or does share in any commission otherwise payable by the purchaser to his bloodstock agent, then the trainer, racing or syndicate manager must obtain the Prior Informed Consent of their Principal to any such arrangement.

An Agent seeks "Luck Money" from the vendor as regards a sale, whether before or after sale, which is **not** disclosed to the Agent's Principal. This will be a breach by the Agent in seeking such a reward and there may be civil and criminal consequences for both. Paying it would put the vendor in breach and there may be civil and criminal consequences. The fact that the term "Luck Money" is used makes no difference.

### **RULE 4:**

#### **Authority and information provision**

- (A) An Agent shall act in accordance with the instructions of their Principal and within their authority.**
- (B) An Agent shall inform their Principal promptly and in full of any offers received for their Principal's horse(s).**
- (C) An Agent for reward shall make and keep correct records and accounts of their dealings on behalf of their Principals and shall produce on request to the Principal (or other proper person appointed by the Principal) all books, records, and documents (electronic or hard copy, including emails, texts and other social media communications) under their control relating to the affairs of their Principal.**



# The Bloodstock Industry Code of Practice *cont.*

## EXPLANATORY NOTE:

Agents are obliged to act within the scope of their authority. In particular, they should follow any instructions of their Principal. Agents also have a duty to report to their Principal on matters of relevance, offers to purchase being of particularly obvious significance.

Agents have a general legal duty to keep proper records of their dealings on behalf of their Principals and, if requested, to produce such records to the Principal or, for example, their lawyers, all documents relating to the affairs of the Principal. Such is, in any event, obvious good practice.

## **RULE 5:**

**Agents shall act in the best interests of their Principal in relation to Sales.**

## EXPLANATORY NOTE:

Agents acting for others (Principals) at Sales are subject to certain general principles of law, sometimes referred to as "fiduciary duties", of which this is a fundamental one. This is sometimes considered part of a duty of "loyalty". Some of the other Rules below as regards Agents are aspects of this fundamental principle.

This Rule applies whatever the type of agency. It makes no difference if the Agent is retained on a professional basis, or acting for free, is acting on a long-term basis, or on a one-off basis. There need be no written contract, or express agreement, that such a term applies, or even a contract.

## Examples:

Agents will normally have little difficulty in knowing whether or not they are acting in the interests of their Principal. For example:

It is obviously not in the interests of a purchasing Principal for the Agent to cause the Principal to buy a horse for more than it is truly worth.

It is not acting in the best interests of the Principal for an Agent to spread information against the Principal's interest.

It is not acting in the best interests of the Principal for an Agent only to view horses or to recommend horses to their Principal because of some collateral advantage to the Agent (such as a bribe).

It is not in the best interests of the Principal for the Agent to disclose their Principal's budget for a purchase to a vendor with a view to manipulating the price of a sale, or for reward.

## **RULE 6:**

**Agents shall not put themselves or be in a position where their personal interests conflict or may conflict with those of their Principal, without Prior Informed Consent. Such a conflict arises, amongst other things, in acting for more than one party to a Sale.**

## EXPLANATORY NOTE:

The Agent cannot be in a position where their own interests do, or **may**, conflict with those of their Principal, whether or not the duties actually conflict.

# The Bloodstock Industry Code of Practice *cont.*

An Agent cannot act for both the buyer and seller in a Sale unless (both the) Principals (but particularly the purchaser) are fully aware of, and consent to, the fact that the Agent is acting for both parties. Purchasing Principals in general would have no reason to approve such a conflict if known.

An Agent cannot act for more than one purchasing principal as regards the same horse without their being a conflict, such that they need the Prior Informed Consent of **each** principal to act for them on a particular sale (or to any alternative arrangements).

It does not matter that the Agent is not, in fact influenced by the conflict.

It does not matter that the Principal suffers no loss as a result of the Agent's conflict.

The potential conflict may extend to indirect and/non-financial conflicts, for example where the vendor is a close relative of the purchaser's Agent.

**Prior Informed Consent** is referred to in the Definitions Section. Agents should disclose any circumstance material to the consideration of whether or not to give consent, and the Principal should be made fully aware of the nature of the conflict or potential conflict. The consent needs to be given **prior** to the purchase. Good sense suggests that written evidence of Prior Informed Consent to significant conflicts should be obtained.

## EXAMPLES:

An Agent acting for a purchaser is also acting as Agent for the vendor, without disclosing this to the purchaser. The Agent is in a position of conflict and in breach of this rule and there may be civil and criminal consequences.

An Agent has a small share in a syndicate owning a horse, which their Principal wishes to purchase. The Agent must obtain the Prior Informed Consent of the purchaser to be able to act on the sale. This is so regardless of whether the Agent is in any way affected by the small interest, and would have acted in exactly the same way anyway. The concern is that the Agent **may** be more likely to influence the Principal to buy that horse, perhaps at a higher price. Nor is it an answer that the Principal did not actually overpay (for example that the purchase was via public auction).

A trainer hopes to train a horse for the purchasing Principal after purchase and acts as Agent for the purchase of the horse. This normally should present no difficulty, since the interests do not necessarily conflict and the Principal is well aware that the trainer is a trainer and might hope to train the horse. However, if the trainer causes the purchaser to overpay so as to increase his fees, or for other financial benefit, they have acted for their own interests against those of the Principal (see Rule 5).

## RULE 7

### Market Abuse at Auction

#### (A) Collusive Bidding Up:

**Participants shall not enter into any agreement, understanding or arrangement with any other person or entity with the intention of directly or indirectly increasing the price of a horse in a public Sale, save that a vendor is entitled to place a reserve and may appoint one person to bid on their own behalf (or where a horse is stated to be the property of a**

# The Bloodstock Industry Code of Practice *cont.*

partnership any partner may appoint one person to bid on their own behalf) where and as permitted under the rules of the auction in question.

## **Induced Purchases at Public Auction:**

**(B) A Participant shall not, prior to a horse's sale at public auction, either directly or indirectly solicit, demand or receive any financial advantage from the vendor as an inducement or reward for bidding on or buying the horse.**

**(C) A vendor shall not, prior to their horse's sale at public auction, either directly or indirectly offer, grant or provide any financial advantage as an inducement or reward for bidding on or buying their horse, unless the same advantage is available to the whole market.**

## **EXPLANATORY NOTES:**

Rule A: Collusive Bidding Up, i.e. the collusive making of bids to increase the price of horse in a public auction, is a serious abuse of the market. This is so regardless of whether or not the collusion also involves the payment of a bribe.

Rules B and C: address market abuse through inducements required by/offered to those intending to purchase horses at public auction. Such "inducements", in particular the payment of so called "Luck Money", are open to abuse and create an un-level playing field at public auction.

There need be no formal agreement: any arrangement or understanding will suffice. A promise to pay is sufficient. An indirect financial advantage is sufficient, for example an understanding to return the favour at a later date.

## **Examples: Collusive Bidding-Up**

A vendor reaches an understanding with more than one other person that the others should bid for the vendor's horse in a public auction in order to increase the price, without any intention to buy. All parties to this understanding are in breach of this Rule.

As for the above example, but this involves the Agent of a purchaser. The Agent tells the vendor the Principal's budget, the parties bid up the horse to that level or close to it. The parties split the proceeds, perhaps the price above the reserve. All parties are in breach of this Rule. They have also breached Rule 3 as to bribery and there may be civil and criminal consequences.

## **Examples: Induced purchases at Public Auction (Rules 7 B and 7 C)**

Prior to an auction sale, Purchaser A agrees with a vendor that the purchaser will bid on the vendor's horse if the vendor agrees to pay Purchaser A a percentage of the sale price if Purchaser A buys the horse. The effect is to give the Buyer Purchaser A a subsidy in bidding on the horse (and a percentage reduction in price), unknown to the market. Competing Purchaser B, not party to such an agreement and not knowing of it, may lose the purchase as a result of being outbid in light of the subsidy or may have to pay more to buy the horse than they would otherwise have paid. In short, there is no level playing field. The same is unaffected by describing the payment as "luck money".

# The Bloodstock Industry Code of Practice *cont.*

The same scenario as above, but Purchaser A, or an agent acting for Purchaser A, instead of seeking a percentage payment for Purchaser A, agrees with the vendor before the Sale at Auction that, if Purchaser A purchases, the vendor will pay Purchaser A's agent's or other fees. The effect is the same: Purchaser A has an unfair advantage over other purchasers who do not have such an arrangement.

A vendor shall not offer an inducement to purchase their horse unless the same inducement is offered to the whole market in which event the vendor must take all reasonable steps to make the inducement (for example, a discount on the price) available to the whole market prior to the sale.

For the avoidance of doubt an agreement made between vendor and prospective purchaser prior to a horse's sale at public auction whereby the vendor agrees to retain a percentage ownership interest in the horse in the event that the horse is purchased by that prospective purchaser, such that the purchase price payable by the purchaser is reduced by the commensurate percentage, is not considered to be and shall not be a breach of Rules 7(B) and 7(C).

## **RULE 8:**

### **Assistance:**

**A Participant assisting another in a course of conduct, knowing that the course of conduct is breaching or likely to breach any Rule of this Code or deliberately closing their eyes to that possibility, shall be treated as if they too acted in breach of that rule.**

### **EXPLANATORY NOTES:**

Assisting a breach is unacceptable conduct, like aiding and abetting in the criminal context.

## **ENFORCEMENT AND SANCTIONS UNDER THE CODE OF PRACTICE**

Any Participant with concerns over an alleged breach of the Code is encouraged to come forward and use the facility established by the Bloodstock Industry Forum to obtain free, independent and confidential initial legal advice from a Panel Lawyer as to any criminal, civil and regulatory remedies for breach of this Code. The Panel Lawyers owe their duties, including their duty of confidence, exclusively to the Participant and their fees for providing initial legal advice will be met by Bloodstock Industry Forum.

The British Horseracing Authority adopts and the Irish Horseracing Regulatory Board supports the Bloodstock Industry Forum's Code of Practice. Any person found by the BHA to be in breach of the Code whether bound by the Rules of Racing or not, may be banned in Britain from racecourses and other licensed premises and banned also from conducting business with licensed individuals. The IHRB will have due regard to a breach of the Code when exercising their powers over individuals licensed by them or who seek to be licensed by them. Additionally, Tattersalls and Goffs fully support the Bloodstock Industry Forum's Code of Practice. To give effect to its spirit and intent and to prevent those breaching the Code from participating in their sales, Tattersalls and Goffs have amended their terms and conditions of business to establish a clear right to exclude any person or entity from participating in their sales in both Britain and Ireland (whether as vendor, purchaser, agent or otherwise) where they or any person or entity acting on their behalf have been found guilty of a criminal offence appearing to them to involve a breach of the Code, or who has been found liable in High Court or similar civil proceedings for conduct appearing to them to involve a breach of the Code (whether such criminal or civil proceedings take place

# The Bloodstock Industry Code of Practice *cont.*

in the United Kingdom, the Republic Ireland or elsewhere) or who has been sanctioned by the British Horseracing Authority for breach of the Code.

## Panel Lawyers – Contact Details

1 Clare Reffin\*, barrister, One Essex Court<sup>3</sup> (based in Britain)

3 Eoghan Cole\*, barrister<sup>4</sup> (based in Ireland)

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<sup>4</sup>Eoghan Cole, barrister, the Law Library, the Four Courts, Dublin: email [EoghanCole@lawlibrary.ie](mailto:EoghanCole@lawlibrary.ie) or telephone 01 871 7512

\* if, exceptionally, a Panel Lawyer's professional duties preclude them from accepting the Participant's instructions, the BIF's solicitor will select another independent lawyer to fulfil the role of Panel Lawyer.

## CIVIL LIABILITIES AND CRIMINAL OFFENCES ARISING FROM MISCONDUCT

### Civil Liabilities

Participants should be aware of the potential financial consequences of misconduct of the type against which this Code is directed. In simple terms, Agents receiving bribes, Luck Money or rewards beyond what their Principal has agreed to pay them, may well be liable to pay over that money to their Principal. Those making the improper payments may also be liable for the amount of the payment. In both cases, this is regardless of whether the Principal can show they have suffered any loss.

The following example addresses the example of bribery of an Agent and explains the potential civil liabilities. The example assumes the issues can be proved to the relevant standards, such as dishonesty, where required.

An Agent, with the assistance of a Trainer who introduces the parties and attends the meetings, seeks and obtains a bribe from a Vendor of a horse to purchase the horse on behalf of the Principal at an inflated price.

The Agent will be liable for the Principal's losses as regards the purchase, including any over-value.

The Agent will be liable to account to (i.e. pay, in simple terms) the Principal the amount of the bribe, regardless of whether or not the Principal can prove a loss.

The Trainer will be liable for dishonest assistance and so liable to compensate the Principal for any losses, jointly with the Agent. If they have received part of the bribe or the proceeds of it, or other financial benefit, they may be liable to account for this also (whether or not the Principal can show a loss).

The Vendor will be liable for losses suffered by the Principal. Alternatively, the Vendor will be liable **for the amount of the bribe in question**, whether or not the Principal has suffered any loss. The payment of a bribe will likely also permit the relevant contract to be unwound, if a private sale.

# The Bloodstock Industry Code of Practice *cont.*

It is **not** necessary to prove against the Vendor any dishonesty, intent to corrupt or actual corruption of the Agent. The Vendor may also be liable for the amount of the bribe even if this was only promised, but not paid.

Third parties knowingly receiving money improperly paid in breach of duty may be liable to the Principal in the amount received, e.g. if the Agent passed some of the bribe money to an employee. Those dealing with monies which are the proceeds of crime, which would include a bribe falling within the Bribery Act, see below, as the example might well, would also be potentially committing offences under the Proceeds of Crime Act: see below.

## **Criminal Offences**

The following are potential criminal offences which may be committed as regards the types of misconduct against which this Code is directed.

### **A. England & Wales<sup>5</sup>**

#### Fraud Offences

1. Where an agent seeks to make a gain from either the purchaser or the vendor, it may be a criminal offence under the Fraud Act 2006 s. 1(2) if he fails to disclose the gain to the principal or abuses his position acting for the principal and, at the relevant time, is dishonest.
2. A person may be guilty of a substantive offence of fraud where he acts in joint enterprise with another; or of conspiracy to commit fraud under the Criminal Law Act 1977; or of the common law offence of conspiracy to defraud where he has conspired with another.

#### Collusive Bidding-Up

3. If an agent and or a vendor rigs the bidding process by engaging other individuals to enter bids in order to push up the price that the purchaser will ultimately pay, they will have acted dishonestly and in order to make a gain - the vendor by a higher purchase price and the agent by a higher percentage commission. All individuals involved in this agreement may be guilty of the common law offence of conspiracy to defraud. They may also have committed offences under fair trading legislation.

#### Bribery Offences

4. Where the agent is paid a secret commission it may be an offence under the Fraud Act as set out above or, if it is part of an agreement whereby the agent will improperly perform his duties to the purchaser in return for profit, it may be an offence under the Bribery Act 2010.
  - i. It is an offence under s.1 of the Bribery Act 2010 for a person to offer, promise or give a financial advantage to another person intending that it will induce the person to perform improperly a relevant function or activity or reward the person for improper performance.
  - ii. It is an offence under s.2 of the Bribery Act 2010 for a person to request, agree to receive or accept a financial advantage from another person and intend that, in consequence, a relevant function or activity should be performed improperly whether by himself or another person.

<sup>5</sup>This section contains a statement of the law of England & Wales. Participants should take appropriate advice as to the law in other jurisdictions within the UK.

# The Bloodstock Industry Code of Practice *cont.*

## Money Laundering Offences

- There are three substantive money laundering offences under sections 327, 328 and 329 of the Proceeds of Crime Act 2002 relating, in general terms, to the acquisition, retention, use or control of criminal property. Property is criminal if it constitutes or represents a person's benefit from criminal conduct and the person knows or suspects that it constitutes or represents such a benefit.

## Tax Evasion Offences

- Where a person seeks to deprive the revenue of money to which it is entitled, there are a number of offences under which he can be charged. It may be a fraud by misrepresentation, fraudulent evasion of income tax or, in the most serious cases, a charge under the common law of cheating the public revenue. There are additional offences which may be committed by a company or sole trader.

## Criminal Penalties - England & Wales

The following summarises the penalties for the offences set out above:

The maximum sentence for the offences of bribery, fraud and conspiracy to defraud is 10 years imprisonment. The maximum sentence for money laundering is 14 years imprisonment and, for fraudulent evasion of income tax, 7 years. The maximum sentence for a cheat on the public revenue is life imprisonment (although the range in the Sentencing Guidelines spans 3 – 17 years imprisonment). The maximum sentence for a conspiracy under section 1 of the Criminal Law Act 1977 will be the same as for the substantive offence.

On conviction, a person will be liable to confiscation proceedings under part 2 of the Proceeds of Crime Act 2002. These proceedings may result in the court depriving the person of the benefit they have gained from the criminal conduct. Failure to pay a confiscation order can result in an additional term of imprisonment.

## B. Republic of Ireland<sup>6</sup>

### Fraud Offences

- Where an agent seeks to make a gain from either the purchaser or the vendor then he or she may be guilty of the offence of making a gain or causing a loss by deception under section 6(1) of the Criminal Justice (Theft and Fraud Offences) Act 2001 (the **"2001 Act"**) if a person dishonestly, with the intention of making a gain for himself or herself or another, or of causing loss to another, by any deception induces another to do or refrain from doing an act.
- The 2001 Act also contains an offence of obtaining services by deception under section 7, whereby, a person is guilty of an offence if a person dishonestly, with the intention of making a gain for himself or herself or another, or of causing loss to another, by any deception obtains services from another. A person obtains services from another where the other is induced to confer a benefit on some person by doing some act, or causing or permitting some act to be done, on the understanding that the benefit has been or will be paid for.

<sup>6</sup>This section contains a statement of the law of the Republic of Ireland.

# The Bloodstock Industry Code of Practice *cont.*

## Bribery/Corruption Offences

Where the agent is paid a secret commission it may be an offence under the 2001 Act as set out above or, if it is part of an agreement whereby the agent will improperly perform his duties to the purchaser in return for profit, it may be an offence under the Criminal Justice (Corruption Offences) Act 2018 (the **"2018 Act"**).

3. Section 5 of the 2018 Act provides for offences of active and passive corruption which are similar to the bribery offences in the UK Bribery Act 2010. Under section 5(1), a person who either directly or indirectly by himself or herself or with another person (a) corruptly offers, or (b) corruptly gives or agrees to give, a gift, consideration or advantage to a person as an inducement to, or reward for, or otherwise on account of, any person doing an act in relation to his or her office, employment, position or business shall be guilty of an offence. "Corruptly" is defined in the 2018 Act as "(a) by means of making a false or misleading statement, (b) by means of withholding, concealing, altering or destroying a document or other information, or (c) by other means".
4. Section 5(2) of the 2018 Act then provides for an offence whereby a person who, either directly or indirectly, by himself or herself or with another person corruptly requests, accepts or obtains, or agrees to accept, for himself or herself or for any other person, a gift, consideration or advantage as an inducement to, or reward for, or otherwise on account of, any person doing an act in relation to his or her office, employment, position or business.

## Money Laundering Offences

5. The Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (the **"2010 Act"**) includes an offence under section 7 of money laundering occurring within Ireland. A person commits this offence if the person engages in any of the following acts in relation to property that is the proceeds of criminal conduct: (i) concealing or disguising the true nature, source, location, disposition, movement or ownership of the property, or any rights relating to the property; (ii) converting, transferring, handling, acquiring, possessing or using the property; (iii) removing the property from, or bringing the property into, Ireland.

The "proceeds of criminal conduct" is defined as any property that is derived from or obtained through criminal conduct, whether directly or indirectly, or in whole or in part, and whether that criminal conduct occurs before, on or after the commencement of the relevant part of the 2010 Act. "Criminal conduct" is defined as conduct that constitutes an offence, conduct occurring in a place outside Ireland that constitutes an offence under the law of the place and would constitute an offence if it were to occur in Ireland or conduct occurring in a place outside Ireland that would constitute an offence under section 5 (1) or 6 (1) of the Criminal Justice (Corruption Offences) Act 2018 if it were to occur in Ireland and the person or official, as the case may be, concerned doing the act, or making the omission, concerned in relation to his or her office, employment, position or business is a foreign official within the meaning of that Act".

6. Money laundering which occurs outside Ireland is also an offence in Ireland (section 8 of the 2010 Act) under certain circumstances, most notably where the conduct constitutes an offence under the law of that place and the person is an individual who is a citizen of Ireland or ordinarily resident in Ireland, or a body corporate established under the law of Ireland or a company registered under the Irish Companies Acts.



# The Bloodstock Industry Code of Practice *cont.*

7. Attempting to commit the offence under section 7 of the 2010 Act from a place outside Ireland is also an offence (section 9 of the 2010 Act). Aiding, abetting, counselling or procuring the commission of an offence under section 7 by a person in a place outside Ireland is an offence under section 10 of the 2010 Act.

## Tax Evasion Offences

8. The individual fraudulent evasion of tax or fraudulent evasion of tax with any other person or facilitating the fraudulent evasion of tax are offences under section 1078 of the Taxes Consolidation Act 1997.

## Conspiracy

9. Section 71 of the Criminal Justice Act 2006 provides for an offence of conspiracy. Under section 71(1) a person who conspires, whether in Ireland or elsewhere, with one or more persons to do an act (a) in Ireland that constitutes a serious offence, or (b) in a place outside Ireland that constitutes a serious offence under the law of that place and which would, if done in Ireland, constitute a serious offence, is guilty of an offence irrespective of whether such act actually takes place or not. A serious offence is defined as one for which a person may be punished by imprisonment for a term of 4 years or more.

## **Criminal Penalties - Republic of Ireland**

- The maximum sentence under section 6 and 7 of the 2001 Act, section 6 of the 2018 Act and section 1078 of the Taxes Consolidation Act 1997 is 5 years. The maximum sentence under sections 7 - 10 of the 2010 Act is 14 years.
- The maximum sentence for a conspiracy under section 71 of the Criminal Justice Act 2006 will be the same as for the substantive offence.
- A person may be subject to a confiscation order even in the absence of a criminal conviction under the Proceeds of Crime Act 1996 in circumstances where the applicant (either the Revenue, a member of an Garda Síochána or the Criminal Assets Bureau) has reasonable grounds for suspecting that the property, in whole or in part, directly or indirectly, constitutes the proceeds of crime and the value of the assets exceeds €5000.