Online Timed Auction

TATTERSALLS ONLINE SEPTEMBER 15th SALE

Horses In & Out of Training, Mares, Yearlings, Stores, Point-to-Pointers, Breeding Rights

ONLINE AUCTION SCHEDULE

Bidding Opens Tuesday 14 September 12.00 p.m. (noon) BST

Bidding Closes Wednesday 15 September 12.00 p.m. (noon) BST

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. BST on the first day after commencement of the Sale with each subsequent Lot concluding every 2 minutes thereafter, subject to the Extra Time Rule. If a bid is made on a Lot within 5 minutes of the Original Closing Time the auction of the Lot will continue until a period of a full 5 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



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 complilation 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
- 31-40 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.

- 41 New Buver Form
- 42 Credit Card Purchases / Purchaser Payments
- 43 BHA Equine Anti-doping Rules (EADR)
- 44-59 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.

The Company has additionally produced a booklet entitled

'Tattersalls Guide to Sales' to help prospective purchasers understand some of the workings of the sales. If you have not had the opportunity to read this guide, please obtain a copy from the reception desk at the Main Sales Office, or contact the Tattersalls Main Office.

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

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 4thplacing 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

Within the catalogue each horse mentioned will appear in one of 6 typefaces. These are:

- a Group/Graded, Listed Stakes winner as approved in parts 1& 2 of HAMMER

the Cataloguing Standards Guide published by I.C.S.C.

Hammer - a horse placed second or third in the races above.*

HAMMFR - a winner of a race (either flat or N.H.).

Hammer - a non-winner

HAMMER - a winner of a National Hunt Pattern race.

Hammer - a horse placed in a National Hunt Pattern race.

*A horse placed fourth in Group, Graded or listed Races since 1990 does not thereby qualify for Black Type. 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. 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 the subject animal or for the dam of a subject animal and her other produce, non Black-Type data may be included (Class 6 races or below excepted). For the subject animal or the dam of a foal or yearling, when such animal has run under National Hunt Rules (or its equivalent) outline details of its performances must be included.

Elsewhere 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 preparing the catalogue and the date of sale, there may well be further racing performances not recorded in the catalogue or announced from the rostrum.

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 2021 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 hids
- 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 breeding right, 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 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 any Lot returnable and returned to the Vendor.
- **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 or after 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 first day after commencement of the Sale and the auction of each subsequent Lot concluding every 2 minutes thereafter. ("Original Closing Time")

4.5 Extended Closing Time - Extra Time Rule

If a bid is made on a Lot within 5 minutes of the Original Closing Time at condition 4.4 the

auction of the Lot will continue until a period of a full 5 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 Lotis 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 or any 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 irrevocablyinstruct 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 it's 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 hemay 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 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 lhas 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 Anv 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 pmon 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/hercontention 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 subcondition 10.8 (a) or (c).

- **10.9** Any Lot described as a Yearling (other than one sold prior to 1st July to which this subcondition 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 subconditions 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 subcondition 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 Conditon 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 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 15.2.11) 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 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 15.2.11, 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 $\mathfrak L3$ 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 TATTÉRSALLS receives notification from the Vendor pursuant to sub-condition 23.1 prior to the time details of the Lot are pubished 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.
- **23.3** (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.
- **23.3** (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.
- **23.5** (b) The Lot shall be at the Purchaser's risk in all respects from the time the Lot is solduntil 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.
- **23.5**(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.
- **23.6** (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 piroplamosis.

- **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;
- you will not infringe the copyright or other intellectual property rights of any other person;
- you will not engage in spamming or other conduct involving the sending of bulk electronic or unsolicited communications, chain letters or pyramid schemes;
- 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:
- 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 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/websiteterms.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 date 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].

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

Where the subject matter of any Lot is the sale of a breeding right, the Conditions of Sale shall be deemed amended as set out in the table below in respect of that Lot.

Amendment to Condition 5.1(b)

Condition 5.1(b) shall be amended to read as follows:

(b) sign a deed and such other documents that TATTERSALLS determines (in its absolute discretion) in the form required by TATTERSALLS in respect of the transfer of the breeding rights 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.

Amendment to Condition 5.2

Condition 5.2 shall be amended to read as follows:

If the Purchaser shall fail to comply with any of the Conditions set out in 5.1(a) TATTERSALLS may resell the Lot either immediately or otherwise by public or private sale.

Amendment to Condition 6 (Title and Possession)

Condition 6 shall be amended to read as follows:

6. Title and Possession

- 6.1 TATTERSALLS may at its absolute discretion permit the Purchaser to sign the deed relating to the transfer of the breeding rights 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 will be held in escrow pending payment of the Purchase Sum and TATTERSALLS shall not be obliged to release the Vendor's part of such deed. If TATTERSALLS so permits the Purchaser to sign such deed it does so as a matter of grace and the Purchaser shall remain liable to pay the Purchase Sum as aforesaid.
- 6.2 At any time until the Purchase Sum in respect of the Lot has been paid in full the Purchaser and/or his principal shall forthwith on demand by TATTERSALLS execute and deliver such deed as TATTERSALLS shall request in respect of the breeding rights and such other documents that TATTERSALLS determines (in its absolute discretion) in the form required by TATTERSALLS (with such documents to be held in escrow as set out in sub-condition 6.1).
- 6.3 At any time after making a demand pursuant to sub-condition 6.2 above, where the Purchaser has not complied with such demand, TATTERSALLS may resell any Lot and such sale may be held immediately or otherwise by public or private sale.

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 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 in respect of the transfer of the breeding rights 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 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 Conditions of Sale printed immediately before this section.

2. Guide to Cataloguing

Before bidding, all prospective Purchasers should read carefully this section printed immediately before the Conditions of Sale. Purchasers, wishing to enquire about any catalogue details, should do so at the Bloodstock section in the Main Sales Office.

3. Tattersalls Guide to Sales

Before bidding, all prospective Purchasers should read carefully this booklet which has been prepared for the benefit of Purchasers especially those new to Tattersalls Sales.

4. Rostrum Announcements (Condition of Sale 14)

All Lots are sold subject to any announcements that may be made from time to time from the Auctioneer's Rostrum and therefore it is the responsibility of all bidders to be in attendance at the commencement of the sale of a Lot to hear any such announcements.

5. Sale Ring Information Displays

Information appearing on notice and electronic boards in the Sale Ring or the Main Sales Office or anywhere else on Tattersalls premises is for guidance purposes only and no liability shall attach to Tattersalls or the Vendor for any error in or omission from the information so provided.

Examples of such information are as follows:

Boxwalker Rig Weaver Not in Foal Vet Certificate Gelding In Training Out of Training

Whistler - if heard to make a noise

Crib Biter - for Crib Biter, Cribber or Windsucker

LSD Change - Wind Op W/R - Wind Op SP* -if the Last Service Date is different from that stated in the catalogue. if operated upon for the correction of whistling and/or roaring. if operated upon to treat the displacement of the soft palate.

Positive piroplasmosis

Aryepiglottic Fold Resection*

(*Please note that this is not a returnable condition under the Conditions of Sale).

6. Inspection of Documentation

Purchasers can check the EIA, EVA and CEM status of Lots by means of the touchscreens in the Main Sales Office and the Lot documentation section of Tattersalls website. They can also use these screens 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 in-foal mares should apply at the Bloodstock section in the Main Sales Office to check passports for details of EHV-1 vaccinations (Rhinopneumonitis).

The following documentation is available for inspection at the Bloodstock section in the Main Sales Office.

- Passport
- Covering Certificate

(if not lodged electronically with Weatherbys)

Vaccination records

Where in any case a health certificate has not been lodged with Tattersalls an announcement will be made from the Rostrum, however, prospective Purchasers should also make their own enquiries of the Vendor (please note also paragraph 9).

7. 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 General Stud Book (GSB) of Great Britain and Ireland within 90 days of its arrival in Great Britain. A list of Lots that do not have their export certificates lodged with the GSB pre-Sale will be displayed on the Notice Board in the Main Sales Office. All enquiries should be made to the Bloodstock Section at the Main Sales Desk.

8. 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.

9. Pre-Sale Inspection of Lots

Prospective Purchasers are advised to thoroughly inspect Lots and obtain veterinary advice prior to purchase. Purchasers must ensure that Vendor approval is obtained before a veterinary inspection is made.

Veterinary Surgeons will generally issue a 'Pre-bid Inspection Report' when performing such inspections. Purchasers should note that such pre-bid inspection of horses at auctions is necessarily and significantly limited. It is not equivalent to that of a standard equine purchase examination and therefore cannot afford the same degree of risk-protection to prospective Purchasers. Abnormalities that might have been discovered by a fuller examination may be undetected or underestimated because of the limited scope of the examination.

No-one may remove a sample of hair, blood or other testable material from any Lot while on Tattersalls premises (as defined in the Conditions of Sale) without written permission from the Vendor. If this permission is granted, Tattersalls must be notified in advance of such a sample being taken.

10. Conditions of Sale 14-18

Prospective Purchasers are particularly requested to read carefully the provisions of Conditions 14 –18 of Tattersalls Conditions of Sale.

11. 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.

12. Wind Returns – Horses in Training

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), 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.

13. Anabolic Steroid and Bisphosphonate Testing, Permanent Import Testing, Nonsteroidal Anti-inflammatory Drug Testing, Corticosteroid Testing and Clenbuterol Testing (Conditions of Sale 23, 24 and 25)

Please note that instructions can only be given on the official Purchase Confirmation Form signed by the Purchaser in the Sale Ring to confirm his purchase. Purchasers can

request that a sample be tested for Anabolic Steroids, Bisphosphonates, Non-steroidal Anti-inflammatories, Corticosteroids and Clenbuterol as referred to in Conditions of Sale 23 and 25, at a cost of £440 plus VAT. Purchasers can request a sample be taken for Permanent Import testing as per Condition of Sale 24, at a cost of £440 plus VAT. The Permanent Import Test does include testing for Anabolic Steroids, Bisphosphonates, Non-steroidal Anti-inflammatories, Corticosteroids and Clenbuterol therefore Purchasers should consider whether it is appropriate to request for both of these tests to be undertaken. All drug test fees will be included on the Purchaser's invoice.

14. Piroplasmosis (Condition of Sale 26)

Please note that instructions can only be given on the official Purchase Confirmation form signed by the Purchaser in the Sale Ring to confirm his purchase. Purchasers are required to pay a charge of $\pounds 150$ plus VAT, which will be included on the invoice.

15. Insurance (Conditions of Sale 6.2 and 8).

Purchasers are reminded that from Fall of Hammer, 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.

16. Keep and Removal of Horses After Sale

Purchasers must make arrangements for the keep and attendance of their Lots from Fall of Hammer. Subject to the Conditions of Sale in general and Condition 5 in particular Purchasers (and Vendors of unsold Lots) are requested to comply with any arrangements regarding removal of Lots from Park Paddocks which may appear in the catalogue. Where Lots are not removed in accordance with those arrangements Tattersalls will charge the purchaser £75.00 per Lot plus VAT in respect of transportation and keep.

17. Release of Horses

Before any Lot may leave Park Paddocks or an Outside Standing, a Pass Out must be obtained from Accounts in the Main Sales Office. The green copy of the Pass Out must be handed in to our staff at the Control Office in Park Paddocks and/or Outside Standing as the Lot leaves. Additionally Lots must have affixed the official Tattersalls numbered hip label. If the label is missing, Purchasers should immediately advise the Bloodstock section in the Main Sales Office (or the Control Office if the Main Sales Office is closed) who will arrange the issue of a duplicate label.

18. 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. Tattersalls will be checking the identity of Lots entered for our sales, including those at outside standings, against official Identification Documents. This will take place in the days prior to the sale. This arrangement does not alter Vendors' and Purchasers' responsibilities under the Conditions of Sale and Tattersalls shall incur no liability or responsibility for any loss howsoever arising for any error or omission in respect of this identity check.

19. 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.

20. Broodmares

20.1 Rhinopneumonitis (EHV-1)

The following notice is included at the request of the Thoroughbred Breeders' Association (TBA): Mares in late pregnancy which have come from a sale 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 viewed at the Bloodstock

section in the Main Sales Office. Where a mare arrives at Park Paddocks but has not been vaccinated against Rhinopneumonitis she will be placed in isolation and sold in absentia.

20.2 Isolation of Broodmares

In accordance with TBA recommendations, all mares returning from the sales should be isolated from in-foal mares.

21. Value Added Tax ('VAT')

21.1 Lots for Export outside Great Britain and Northern Ireland

Where Lots are purchased for immediate export outside Great Britain and Northern Ireland the purchase may be zero-rated for VAT purposes provided that Tattersalls are supplied with a satisfactory proof of export from Great Britain and Northern Ireland 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 Revenue & Customs 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 to be exported to Northern Ireland

Where Lots are purchased for export to Northern Ireland VAT will be charged as indicated in the catalogue or announced from the Auctioneer's Rostrum. If the Purchaser is VAT registered they may be able to reclaim the VAT as input VAT, subject to the normal rules.

When a VAT registered business moves goods from Great Britain into Northern Ireland, import VAT will be due and the business will need to account for VAT on the movement.

21.3 Lots remaining in Great Britain

VAT will be charged as indicated in the catalogue or announced from the Auctioneer's Rostrum. 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 potentially recover VAT on all racing expenses. Anyone having any query on VAT is invited to contact a Tattersalls Accounts representative.

22. 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.

23. Purchasers Authorisation

This scheme is available for Purchasers who wish to appoint an agent to act for them or use Tattersalls Telephone Bidding facilities. Forms can be obtained by personal application only to Accounts. The scheme is subject to:

- 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.
- 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 and you may not submit telephone bids under this Authorisation until such written acceptance has been received.
- 3. Agents must notify Accounts of any purchases under an Authorisation immediately following purchase.

24. Private Sales 24.1 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.

24.2 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.

25. Integrity of Bloodstock Sales – Bloodstock Industry Code of Practice

Tattersalls regards the integrity of its Sales as a matter of the utmost importance and has a zero tolerance policy regarding any breach of the Bloodstock Industry Code of Practice ("the Code") . In that regard and pursuant to Condition of Sale 2.8 all Sales participants (whether vendors, purchasers, agents or otherwise) are bound to comply with the Code. A copy of the Code is printed in this Sales catalogue and available for inspection on Tattersalls' website. All Sales participants are strongly advised to read the Code and to note the serious consequences for any failure to abide by the Code.

26. Overseas Owners' Premiums

A list of Lots in this catalogue which are qualifiable for Overseas Owners' Premiums can be viewed on request to a Tattersalls 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.

27. Registrations for Live Internet Bidding

Live Internet Bidding provides a way to submit live bids to the auctioneer via a bidding screen without the need to be on site. Prospective purchasers must register with Tattersalls at least 48 hours prior to the start of sale by selecting the following link https://www.tattersalls.com/livebidding. This application will then require authorisation from Tattersalls' Accounts Department prior to activation. All registrations and bids are subject to Tattersalls Live Internet Bidding Terms available to view on the Tattersalls website.

Notices to Purchasers

Tattersalls offers a voluntary Repository facility in which Vendors may, at their discretion, lodge in digital format only pre-Sale X-rays, video endoscopies and, at Tattersalls' discretion, other information acceptable to Tattersalls.

Use of the Repository is voluntary but, if used, its use is subject to the terms, conditions and procedures relating to the Repository issued by Tattersalls from time to time (known as the Repository Rules) and published on the following pages, online at www.tattersalls.com/documentation.php and available for inspection at Park Paddock Sales Office and the Repository.

The maintenance and use of the Repository shall not change any of the Conditions of Sale but shall provide an opportunity to facilitate inspection of pre-Sale X-rays, video endoscopies and other information acceptable to Tattersalls prior to the sale of a Lot.

Prospective Purchasers please note that only veterinarians will be able to register with Tattersalls to view X-rays, video endoscopies and other materials in the Repository.

Please refer to the Conditions of Sale as printed herein and to the Repository Rules as made available by Tattersalls.

Here to help

If you require any help regarding the Repository, please contact Harvey Bell or Judith Baldwin Tel: +44 1638 665931 or email: harvey.bell@tattersalls.com or iudith.baldwin@tattersalls.com



REPOSITORY FACILITY RULES APPLICABLE TO THE 2021 SALES SEASON

1. General Description

TATTERSALLS has established a repository facility ("the Repository") where Vendors may lodge in digital format only X-rays, Video Endoscopies and at Tattersalls' discretion, other information acceptable to Tattersalls and applicable to the sale of their horses. The use of the Repository is voluntary but if used its use is subject to these Repository Rules.

2. Location

The Repository is located to the rear of Somerville Paddock, Row T.

3. Hours of operation of the Repository

The Repository building will be open and available for use 2 days prior to the first day of the Sale (3 days before the October Sale) until the last day of the Sale between the hours of 8 am and 7 pm on pre-Sale days and until the end of selling on Sale days. Hours and days of opening the Repository building may be altered at the absolute discretion of TATTERSALLS.

4. Lodgement Deadline

- (a) X-rays, Video Endoscopies and other information acceptable to Tattersalls in respect of a Lot must be lodged in digital format only with the Repository for October Yearling Sale, Book 1 at least 2 clear days and for other sales at least 1 clear day before the day on which that Lot is due to be sold – that is to say there must be 2 clear days for October Book 1 and 1 clear day for other sales between the day on which the Repository Information is lodged and the day on which the Lot is due to be sold. Repository information submitted for lodgement at a later time will only be accepted at TATTERSALLS' absolute discretion.
- (b) All and any X-rays and other information acceptable to Tattersalls to be lodged in the Repository must be taken of a Lot within 28 days (save for a Lot described as a Horse in Training where such X-rays must be taken within 14 days) of the first day of the Sale in which that Lot is due to be sold.
- (c) Video Endoscopies acceptable to Tattersalls to be lodged in the Repository must be taken of a Lot within 17 days (save for a Lot described as a Horse in Training where such video endoscopies must be taken within 10 days) of the first day of the Sale in which that Lot is due to be sold.

5. Information to be submitted to the Repository

The following information only ("Repository Information") may be lodged in digital format only with the Repository in accordance with clause 4 above:

- (a) X-rays of particular injury sites.
- (b) A radiographic survey of the horse. Where such a survey is submitted it must comprise a minimum number of 32 X-ray views.
- (c) Video Endoscopies.
- (d) Other information acceptable to and at the discretion of TATTERSALLS.

6. Requirements for Vendors

(a) Vendors must ensure that Repository Information is lodged with the Repository by the relevant lodgement date specified in Clause 4. Repository information submitted for lodgement at a later time will only be accepted at TATTERSALLS' absolute discretion.

- (b) If the Vendor lodges X-rays, Video Endoscopies and information for inspection in relation to any Sale, then the Vendor shall not remove or withdraw or alter or add to such material until after the Sale without the prior consent of TATTERSALLS.
- (c) The Vendor hereby releases TATTERSALLS from any liability in the event of damage, loss or theft of the Repository Information lodged in the Repository or otherwise while in the possession of TATTERSALLS.

7. Requirements of those inspecting Repository Information

- (a) Viewing of Repository Information shall be strictly limited to veterinarians and to no other persons.
- (b) No veterinarian may view Repository Information unless he/she has first registered with TATTERSALLS either by completing an online application or by registering with the TATTERSALLS Repository in person. In doing so each veterinarian agrees to abide by and be bound by these Rules and by the terms and conditions stipulated by Tattersalls for those registering to use the Repository. Any veterinarian who has registered with TATTERSALLS as aforesaid will be issued by TATTERSALLS with a username and password which is strictly for his/her sole use and cannot be transferred for use by others. Provided such veterinarian complies fully with these Rules and with the terms and conditions stipulated by Tattersalls for those registering to use the Repository he/she may have 24 hour remote access to the Repository Information and access to the Repository during the Repository viewing hours set out at clause 3. TATTERSALLS may in its absolute discretion withdraw any existing registration and access to the Repository and request veterinarians to register again to use the Repository for example, if there are any changes to the Repository Rules or the terms and conditions stipulated by Tattersalls for those registering to use the Repository.
- (c) Veterinarians viewing Repository Information remotely must not allow other registered or non-registered persons to view Repository Information while they are doing so.
- (d) Veterinarians viewing the Repository Information shall not provide advice on their evaluation of such information to anyone other than their client.
- (e) Those attending the Repository in person shall not bring any outside material or equipment into the Repository.
- (f) Repository Information lodged in respect of a Lot may only be viewed prior to the sale of that Lot unless Tattersalls in its absolute discretion determines otherwise.
- (g) Veterinarians using the Repository undertake to give Tattersalls upon demand the full name of the client that has instructed him/her to view Repository Information.

8. Provision of information to Vendors

TATTERSALLS will at the request of the Vendor provide to the Vendor details of any party [and their client as indicated pursuant to paragraph 7 (g)] who has viewed the Repository Information provided by the Vendor.

9. Collection and Disposal of Repository Information

(a)The Vendor warrants to TATTERSALLS that he is either the owner of the Repository Information or licensed by the owner of the Repository Information to use it and allow it to be uploaded, viewed, disposed of and if need be destroyed in accordance with these Rules. Once Repository Information has been uploaded to the Repository, the Vendor may, subject to clause 9 (b) collect any CD or USB stick that has been used to supply this information.

TATTERSALLS has the right to retain possession of the Repository Information for such

reasonable period as it considers appropriate and during that period shall afford both the Vendor and the Purchaser facilities to view the Repository Information on reasonable notice.

(b)Unless retained by TATTERSALLS pursuant to clause 9(a) TATTERSALLS shall be entitled without notice to destroy or otherwise dispose of the Repository Information (including any CD or USB stick) 30 days after the end of the Sale for which it was lodged. TATTERSALLS shall not be liable to any person for any loss allegedly suffered as a result of such destruction or disposal and the Vendor shall fully indemnify TATTERSALLS in respect of any losses or expenses incurred as a result of TATTERSALLS destruction or disposal of the Repository Information (including any CD or USB stick).

10. Conditions of Sale

The Repository exists for facilitating the viewing of Repository Information concerning Lots to be offered for sale. The Repository and its operation shall not change any of the Conditions of Sale which shall continue to be binding on all parties.

11. Tattersalls' Role

(a) TATTERSALLS does not view the material or information in the Repository and makes no representation and gives no warranty or assurance of any kind whatsoever in respect of the sufficiency, quality, completeness, accuracy or authenticity of the materials or information all of which is the responsibility of the Vendor. Knowledge of the Repository Information therefore shall not be imputed to TATTERSALLS. TATTERSALLS shall in no circumstances become liable to any person in respect of any loss howsoever arising concerning or relating to the sufficiency, quality, completeness, accuracy or authenticity of the materials or information in the Repository (b) TATTERSALLS shall in no circumstances other than in respect of death or personal injury resulting from negligence become liable to any person in respect of any claim for damages or losses howsoever arising in relation to the establishment or the conduct of the Repository or for any failure by a Vendor to use the Repository.

12. Remote Access

In addition to the uploading and viewing of Repository Information in person at the Repository TATTERSALLS will permit the uploading and viewing of Repository Information to be carried out by remote computer access subject to the terms of these Repository Rules and, where appropriate, references to lodge, lodging, lodged, lodgement and to view, viewing and viewed shall be construed accordingly.

13. Repository Rules

All those using the Repository undertake to TATTERSALLS to comply with and abide by these Rules in all respects.

14. Assistance at Repository

TATTERSALLS provides personnel to assist in the operation of the Repository and neither TATTERSALLS nor the personnel involved shall have any liability of any kind to Vendors, veterinarians, prospective Purchasers or Purchasers for any information or assistance given by them.

Notices to Purchasers

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 Nam	ne		
Residential/Registered Address	House/Number: Street: City: Postcode:	Zipcode:	Country:
Postal Address (or as above)	House/Number: Street: City: Postcode:	Zipcode:	Country:
Work Phone Home Phone Mobile Phone			
Email Address			
Intended Method of Payment Amount (GBP)	Credit/Debit Card Cash/T.C. Cheque Bank Transfer		
Name & Address of Bank	Branch: Street: City:		
Bloodstock References	Postcode:	Zipcode:	Country:
Diodation Florer of 1003			
Confirm that: In a way read and accept Tattersalls Condition In will not make any purchases until I ham and the instructed my Bankers to forward to be spent as above	ve received Tattersalls	written confirma	ition that I may do so.
Signature:		Da	ate:

Notices to Purchasers

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.

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) 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



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:

- Export Certificate (all horses) must be filed with the General Stud Book within 90 days of arrival:
- 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;
- 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);
- 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.

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.

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.

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.

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 Court¹ (based in Britain)

2 Eoghan Cole*, barrister² (based in Ireland)

¹Clare Reffin, barrister, One Essex Court, https://www.oeclaw.co.uk/barristers/profile/clare-reffin: email teamb@oeclaw.co.uk, or telephone the clerks to Clare Reffin on 0207 583 2000

²Eoghan Cole, barrister, the Law Library, the Four Courts, Dublin: email 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.

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

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.

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.

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.

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.

FXAMPLES:

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 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 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 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 Court³ (based in Britain)

3 Eoghan Cole*, barrister4 (based in Ireland)

³Clare Reffin, barrister, One Essex Court, https://www.oeclaw.co.uk/barristers/profile/clare-reffin: email teamb@oeclaw.co.uk, or telephone the clerks to Clare Reffin on 0207 583 2000

⁴Eoghan Cole, barrister, the Law Library, the Four Courts, Dublin: email 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. It is **not** necessary to prove against the Vendor any dishonesty, intent to corrupt or actual corruption

The Bloodstock Industry Code of Practice cont.

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 & Wales⁵

Fraud Offences

- 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.
- 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

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.
- 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.

⁵This 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.

Money Laundering Offences

5. 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

6. 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 Ireland⁶

Fraud Offences

- 1. 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.
- 2. 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.

⁶This section contains a statement of the law of the Republic of Ireland.

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.

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 Siochana 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.

BHA/TBA 2021 Inward Buyers Initiative



The BHA/TBA Inward Buyers' Initiative in conjunction with Tattersalls and Goffs UK offers to subsidise travel expenses of selected Purchasers from outside the British Isles at Sales held by Tattersalls **subject to purchases of 5,000 guineas or more per Sale.**

The Scheme will give a set refund based on the cost of an Apex fare from the country of origin when the Purchaser from outside the British Isles produces both proof of purchase at the relevant Sale and valid travel documents.

All potential purchasers from outside the British Isles should complete the form below and send to Tattersalls as early as possible prior to the relevant Sale as the scheme will be operated on a 'first come first served' basis to a set budget.

THOSE FAILING TO SUBMIT THE FORM BELOW PRIOR TO THE RELEVANT SALE WILL NOT BE ELIGIBLE FOR THE SCHEME.

PERSONAL DETAIL	S	
Name: (Please Print)		_
Address:		_
		_
Telephone:		_
Fax:		_
Email:		-
	Sale Planning to attend:	_
	Have you Purchased at Tattersalls before?:	_
	Name of Bloodstock Agent (if applicable):	_

Contact:

Marketing Department Tattersalls Ltd. Tel: 01638 665931 Fax: 01638 660850 email: marketing@tattersalls.com

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Alphabetical List of Consignors and where Lots are Standing

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Adrian Nicholls Racing	12 f. Zoffany (IRE)-Rhiannon (IRE) 18 f. Queen of York (IRE) (2019)
Brickfield Equine	13 g. Endured (IRE) (2017) 23 f. Boudica Warrior (IRE) (2019)
Commonstown Stables, Ireland (Mrs J. Harrington)	10 f. Fermoy (IRE) (2018)
Deepwood Farm Stud Devauden Court Stables Diomed Stables (S. Williams) DML Racing Ltd.	3 m. Respectfilly (GB) (2007) 8 g. Blue Leader (GB) (2016) 20 g. The Gill Brothers (GB) (2016) 14 g. Hot Summer (GB) (2017)
Ed Dunlop Racing Ltd. Ed Walker Racing	24 g. Dansing Bear (IRE) (2018)16 f. Quaybird (IRE) (2019)
Global Group Racing	19 g. Thaki (IRE) (2017)
Hetland Hill Stables (I. Jardine) Highclere Stud	21 f. The Gloaming (IRE) (2018) 2 m. Kelowna (IRE) (2005) 4 m. Royal Whisper (GB) (2010) 5 m. Toomer (GB) (2015)
Kileen & Battlemount Farm, Ireland	1 m. Fortuities (IRE) (2014)
Lewinstown Farm, Ireland	6 c. Profitable (IRE)-Toodancute (IRE) 7 f. Galileo Gold (GB)-Usem (GB)
Machell Place Stables (K. Philippart de Foy)	15 c. Mehmentum (IRE) (2019)
Phantom House Stables (W. Jarvis) Prestige Place (M. Botti)	22 f. Austriana (IRE) (2018) 17 f. Rocambole (GB) (2018)
Simmonstown Stud, Ireland	9 f. Espouse (IRE) (2018)
to Dissolve a Partnership	11 c. Cable Bay (IRE)-Madhaaq (IRE)

MARE, consigned by Kileen & Battlemount Farm, Ireland the Property of a Partnership

1 (WITH VAT)	Soldier of Fortune (IRE)	Galileo (IRE)	{ Sadler's Wells (USA) Urban Sea (USA)
FORTUITIES (IRE)	Soldier of Fortune (IIVE)	Affianced (IRE)	{ Erins Isle { La Meilleure
(2014) A Bay Mare	Inez (GB)	∫ Dai Jin (GB)	Peintre Celebre (USA) Dawlah (GB)
	(2007)	lberi (GER)	Rainbow Quest (USA)

Covered by SERGEI PROKOFIEV (CAN). Last Service March 31st; believed in foal. Pregnancy Certificate available, see Conditions of Sale.

FORTUITIES (IRE), placed 3 times at 2 and 3 years;

dam of:

2019 (c. by Outstrip (GB)).

2020 (f. by Starspangledbanner (AUS)).

(c. by Estidhkaar (IRE)). 2021

1st Dam

INEZ (GB), won 1 race at 3 years in Germany, from only 2 starts; dam of **three winners** from 6 runners and 7 foals of racing age viz-

SPECTRE (FR) (f. by Siyouni (FR)), won 2 races at 2 and 3 years in France and £233,713 including Prix Imprudence, Maisons-Laffitte, **Gr.3**, placed 7 times including second in Prix du Moulin de Longchamp, Chantilly, **Gr.1**, third in Prix Jean Prat, Chantilly, **Gr.1** and fourth in Queen Anne Stakes, Ascot, **Gr.1**, Prix Jacques Le Marois, Deauville, **Gr.1**. *MAMBO NIGHTS (IRE)*, won 3 races at 3 years, 2020 and £33,108 and placed twice. STACEY SUTTON (FR), won 1 race at 4 years in France and £19,352; dam of a winner viz-I SIYOU BABY (GB), 3 races at 3 years, 2021 and £26,608 and placed once.

Sky Silk (IRE) (2019 f. by The Gurkha (IRE)), unraced to date.

She also has a 2020 filly by Muhaarar (GB).

2nd Dam

IBERI (GER), won 2 races at 3 years in Germany and placed 3 times;

dam of **eight winners** from 8 runners and 10 foals of racing age including- **IRIAN (GER)** (g. by Tertullian (USA)), won 5 races at 3 and 4 years in Germany and in Hong Kong and £1,618,278 including Mehl-Mulhens Rennen (2000 Guineas), Cologne, Gr.2, Jockey Club Cup, Sha Tin, Gr.2, G.P. Krefelder Wirtschaft-Dr Busch Mem., Krefeld, Gr.3, placed second in Hong Kong Cup, Sha Tin, Gr.1 (twice) and third in Prix Jean Prat, Chantilly, Gr.1 and Singapore Airlines International Cup, Kranji, Gr.1.

IBICENCO (GER) (c. by Shirocco (GER)), won 4 races in Australia and in Germany,

£328,549 including Geelong Cup, **Gr.3**, second in Preis von Europa, Cologne, **Gr.1**. **Isotta (GER)** (f. by Tiger Hill (IRE)), won 1 race at 3 years in Germany and placed 3 times including second in Grosser Zentis Stutenpreis, Krefeld, **L.**; dam of winners. **SILVER ARROW (IND)**, won Kunigal Stud Breeders' Produce Stakes, Mumbai, **L.** lbiza Dream (GB), placed once in Germany; dam of **Pleasant Surprise** (IRE), 2 races at 3 years and £42,546, placed second in Princess Royal Stakes, Newmarket, **Gr.3**; grandam of **OTTOMAN EMPEROR** (**IRE**), 4 races at 3 years, 2021 and £127,270 including Gordon Stakes, Goodwood, **Gr.3**, from only 5 starts.

Irisijana (GER) (f. by Diktat (GB)), won 1 race at 3 years in Germany and placed once viz second in BMW Preis Dusseldorf Wettchance Tages, Dusseldorf, L.; grandam of ISFAHANI (GER), 1 race at 2 years, 2020 in Italy and £150,697 viz Premio Guido Berardelli, Rome, Gr.3, second in Preis der Diana - German Oaks, Dusseldorf, Gr.1.

3rd Dam

IBERICA (GER), won 3 races in West Germany including Fruhjahrs Stuten Preis, Cologne, L.: dam of **five winners** from 7 runners and 10 foals of racing age including-

IBERUS (GER), won 4 races at 2 and 4 years in Germany including Muller Brot-Riemer Meile, Munich, L., Excelsior Hotel Ernst Meile, Cologne, L., placed second in Preis des Winterfavoriten, Cologne, Gr.3 and third in Derby Italiano, Rome, Gr.1.

Incitation (GER), won 1 race at 2 years in West Germany, second in Everest TV Fruhjahrs Stuten Preis, Cologne, L. and IDEE Festa Rennen, Baden-Baden, L.; dam of a winner. **Iora (GER)**, 2 races at 3 years in Germany and placed second in Schwarzgold Rennen,

Cologne, L. and Fruhjahrs Stuten Preis, Cologne, L.; dam of IOTA (GER), won pferdewetten de Preis der Diana (Oaks), Hamburg, Gr.1; grandam of IN SWOOP (IRE), Jt Champion 3yr old in Europe in 2020 (11-13f.), 4 races at 3 and 4 years, 2021 in France and in Germany including Deutsches Derby, Hamburg, **Gr.1**, Grand Prix de Chantilly, Chantilly, Gr.2, ITO (GER), Champion older horse in Germany in 2015, won Pastorius Grosser Preis von Bayern, Munich, Gr.1; sire.

2 (WITH VAT)	Pivotal (GB)	Polar Falcon (USA)	{ Nureyev (USA) Marie d'Argonne (FR)
KELOWNA (IRE)	Pivolai (GB)	Fearless Revival	∫ Cozzene (USA) Stufida
(2005) A Chesnut Mare	Kootenay (IRE)	Selkirk (USA)	∫ Sharpen Up L Annie Edge
	(1999)	Llia (GB)	Shirley Heights Llyn Gwynant

Covered by LAND FORCE (IRE). Last Service May 24th; believed NOT to be in foal.

Kelowna (IRE), won 3 races at 3 and 4 years at home and in U.S.A. and £50,052 and placed 3 times including third in H.B.P.A. Stakes, Presque Isle Downs, L.; dam of three winners:

2012 NEBULLA (GB) (g. by Iffraaj (GB)), won 2 races at 2 and 3 years and £15,419 and placed twice.

2013 DOMMERSEN (IRE) (g. by Dutch Art (GB)), won 5 races at 3 and 6 years at home and abroad and £39,653 and placed 9 times including fourth in Magnolia Stakes, Kempton Park, L.

ENOLA (IRE) (f. by Lawman (FR)), won 1 race at 3 years. 2014

2015 (f. by Lawman (FR)), died as a yearling.

Smoke Without Fire (GB) (f. by Lethal Force (IRE)), ran a few times at 3 years, 2018 2021.

Ribbon Rose (GB) (f. by Time Test (GB)), unraced to date. (f. by Expert Eye (GB)). 2019

2020

(f. by Land Force (IRÉ)) 2021 2016 Dead foal, 2017 Barren.

1st Dam

KOOTENAY (IRE), won 4 races at 2 and 3 years at home and in Italy and £130,128 including Princess Elizabeth Stakes, Epsom Downs, L., Masaka Stakes, Kempton Park, L., Premio Coolmore, Milan, L., placed 6 times including second in Premio Dormello, Milan, Gr.3, Lupe Stakes, Goodwood, L. and third in Falmouth Stakes, Newmarket, Gr.2, Prestige Stakes, Goodwood, Gr.3 and Premio Sergio Cumani, Milan, Gr.3;

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

Kelowna (IRE) (f. by Pivotal (GB)), see above.

INVERMERE (GB), won 3 races at 2 and 3 years and £31,757 and placed 12 times.

2nd Dam

Llia (GB), won 1 race at 2 years and placed third in Pretty Polly Stakes, Newmarket, L.; dam of seven winners from 9 runners and 12 foals of racing age viz-

SANS FRONTIERES (IRE) (c. by Galileo (IRE)), won 4 races at 2 and 4 years and £251,504 including Irish St Leger, Curragh, Gr.1, Princess of Wales' Stakes, Newmarket, Gr.2, Geoffrey Freer Stakes, Newbury, Gr.3, placed 3 times including second in Craven Stakes, Newmarket, Gr.3 and third in Dante Stakes, York, Gr.2; sire.

HANS HOLBEIN (GB) (c. by Montjeu (IRE)), won 4 races at 3 and 5 years at home and in Australia and £116,046 including Chester Vase, Chester, Gr.3, placed 4 times.

KOOTENAY (IRE) (f. by Selkirk (USA)), see above.

JAY GEE'S CHOICE (GB), won 4 races at 2 and 4 years and £2,514 and placed 10 times.

KING FINGAL (IRE), won 3 races at 3 and 5 years and £20,196 and placed 9 times.

DILSAA (GB), won 1 race at 4 years and placed 6 times. GRETNA (GB), won 1 race at 3 years; dam of winners.

3rd Dam

LLYN GWYNANT, won 5 races at 3 and 4 years including Desmond Stakes, Curragh, Gr.3, Matron Stakes, Curragh, Gr.3, Brownstown Stud Stakes, Leopardstown, L., placed third in Matron Stakes, Curragh, Gr.3 and fourth in Prix de l'Opéra, ParisLongchamp, Gr.2: dam of six winners from 9 runners and 10 foals of racing age including-

GUEST CONNECTIONS (GB), won 7 races at home and in Italy including Premio Primi Passi, Milan, Gr.3, placed 14 times.

LADY OF THE LAKE (GB), won 4 races at 3 years including Stubbs Stakes, Newmarket, L., placed 5 times; dam of winners.

Coventina (IRE), 2 races at 2 and 3 years and placed 6 times including third in Further Flight Stakes, Nottingham, L.

The next dam ETOILE DES GALLES, ran a few times at 2 and 3 years; dam of three winners from 5 runners and 8 foals of racing age including-LLYN GWYNANT, see above.

MARE, the Property of Deepwood Farm Stud

3 (WITH VAT)	Mark of Esteem (IRE)	Darshaan	Shirley Heights Delsy (FR)
RESPECTFILLY	Homage (GB)	∫Ajdal (USA) LHome Love (USA)	
(GB) (2007)	Seren Quest (GB)	Rainbow Quest (USA)	CPluching Croom (ED)
À Bay Mare	(1990)	Serenesse	Habat Cryptomeria

Covered by HIGHLAND REEL (IRE). Last Service February 22nd; believed in foal. Pregnancy Certificate available, see Conditions of Sale.

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RESPECTFILLY (GB), unraced;
dam of one winner:
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2012

Respectability (GB) (f. by Echo of Light (GB)), unplaced, under both rules. VAN DYKE (GB)/SIR VAN DYKE (GB) (c. by Excellent Art (GB)), won 4 races at 3 to 6 years at home and in Australia, £57,167 and placed 24 times. 2013

2014

Paco Filly (GB) (f. by Paco Boy (IRE)), placed once at 4 years. Betjeman (GB) (c. by Poet's Voice (GB)), placed 3 times at 3 years. 2015

Excelfilly (GB) (f. by Excelebration (IRE)), ran 3 times at 3 years, 2020. 2017

2018 Farhh Sighted (GB) (f. by Farhh (GB)), ran a few times at 2 and 3 years, 2021.

Tartarus (GB) (c. by Ruler of The World (IRE)), unraced to date. 2019

Hill Filly (GB) (f. by Kingston Hill (GB)). 2020

2016 Not covered in 2015, 2021 No Barren.

1st Dam

SEREN QUEST (GB), won 1 race at 3 years and £14,160 and placed 4 times; dam of seven winners from 10 runners and 12 foals of racing age including-

SADDLER'S QUEST (GB) (g. by Saddlers' Hall (IRE)), won 4 races at 2, 3 and 6 years and £49,823 including Lingfield Derby Trial, Lingfield Park, Gr.3, placed fourth in St Simon Stakes, Newmarket, Gr.3; also placed 5 times over hurdles and fences.

QUIZ MISTRESS (GB) (f. by Doyen (IRE)), won 6 races at home and in France and £138,631 including Prix des Tourelles, Chantilly, L. (twice), Prix Scaramouche, Saint-Cloud, L., second in John Porter Stakes, Newbury, Gr.3; dam of a winner.

SEREN HILL (GB) (f. by Sabrehill (USA)), won 4 races at 2 and 4 years at home and in France and £43,664 including Prix Belle de Nuit, Maisons-Laffitte, L., died at 5 years.

CONQUESTADORA (GB), won 5 races at 3 and 4 years; dam of 4 winners including-

Traphalgar (IRE) (g. by Cape Cross (IRE)), 7 races at 2, 4 and 5 years at home and in France and £40,502, placed third in International Trial Stakes, Lingfield Park, **L.** Capriolla (GB), placed once at 3 years; dam of 7 winners including-

MARMELO (GB) (c. by Duke of Marmalade (IRE)), 7 races at 3 to 6 years at home and in France and £1,151,138 including Prix Kergorlay, Deauville, Gr.2 (twice), Prix Maurice de Nieuil, ParisLongchamp, Gr.2, John Porter Stakes, Newbury, Gr.3, Prix de Barbeville, Chantilly, Gr.3, second in Lexus Melbourne Cup, Flemington, Gr.1.

VENT DE FORCE (GB) (g. by Hurricane Run (IRE)), 4 races at 3 and 4 years and £166,086 including Henry II Stakes, Sandown Park, Gr.3, placed 6 times including second in Prix Chaudenay, Parisl conchamp, Gr.3.

second in Prix Chaudenay, ParisLongchamp, Gr.2.

Seren Devious (GB), unraced; dam of 5 winners including-

CIRCUMVENT (GB) (g. by Tobougg (IRE)), 6 races at home and in France and £202,111 including Prix Thomas Bryon, Saint-Cloud, Gr.3, placed 13 times.

Devious Company (IRE) (c. by Fast Company (IRE)), 3 races at 2 and 3 years, 2021 at home and in Qatar and £191,349, second in Vintage Stakes, Goodwood, **Gr.2**.

Tioga Pass (GB) (f. by High Chaparral (IRE)), 3 races at 3 and 5 years and £55,518, placed 5 times including second in Lillie Langtry Fillies' Stakes, Goodwood, Gr.3.

Seradim (GB) (f. by Elnadim (USA)), 2 races at 2 years at home and in France and £45,135, placed third in Michael Seely Memorial Fillies' Stakes, York, L.

Serenata (IRE), placed twice; dam of **Lexington Quest (IRE)** (g. by Ivawood (IRE)), 5 races to 2021 in Italy and £52,904, placed second in Premio Merano, Merano, **L.**

2nd Dam

SERENESSE, won 7 races in Italy including Criterium Labronico, Livorno, L.; dam of **two winners** from 4 runners and 4 foals of racing age including-TOWNY BOY, won 1 race at 3 years and placed twice.

3rd Dam

CRYPTOMERIA, won 2 races at 3 years and placed 5 times;

dam of seven winners from 10 runners and 11 foals of racing age including-PERSIAN BOY, won 5 races in Japan including Takarazuka Kinen, Hanshin, L.; sire.

4 (WITH VAT) ROYAL WHISPER ROYAL WHISPER	Waajib Flying Melody	Try My Best (USA) Coryana Auction Ring (USA) Whispering Star	
(GB) (2010) A Bay Mare	Never A Doubt (GB) (2000)	\{ \text{Night Shift (USA)} \text{ Waypoint (GB)}	Northern Dancer Ciboulette Cadeaux Genereux Princess Athena
		_	

Not covered.

ROYAL WHISPER (GB), unraced; Own sister to ROYAL CONFIDENCE (GB) and Imperious One (IRE);

dam of two winners:

- 2014 CIRCULATE (GB) (f. by Dutch Art (GB)), won 1 race at 4 years in Germany and placed 10 times.
- 2015 Queen of Salsa (GB) (f. by Havana Gold (IRE)), unraced.
- 2016
- Altar Boy (GB) (g. by Mukhadram (GB)), placed 3 times at 2 and 3 years. TEMPLE OF HEAVEN (GB) (g. by Iffraai (GB)), won 4 races at 2 and 3 years, 2020 2017 at home and in Hong Kong, £142,231.
- 2018 Bay of Whispers (GB) (f. by Cable Bay (IRE)), placed 5 times at 2 and 3 years, 2021 at home and abroad.
- 2019 It's Wide To West (GB) (g. by Cable Bay (IRE)), unraced to date.
- 2020 (c. by Night of Thunder (IRE)).
- 2021 (c. by Land Force (IRE)).

1st Dam

NEVER A DOUBT (GB), won 2 races at 2 years at home and in France and £57,043 including Prix Robert Papin, Maisons-Laffitte, Gr.2, placed 4 times including second in Queen Mary Stakes, Ascot, Gr.3 and fourth in Cherry Hinton Stakes, Newmarket, Gr.2;

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

ROYAL CONFIDENCE (GB) (f. by Royal Applause (GB)), won 3 races at 2 and 3 years and £87,298 including Sceptre Stakes, Doncaster, L., placed 8 times including third in Rockfel Stakes, Newmarket, Gr.2, City of York Stakes, York, L., European Free Handicap, Newmarket, L. and fourth in Chartwell Fillies Stakes, Lingfield Park, Gr.3, Oh So Sharp Stakes, Newmarket, Gr.3, Guisborough Stakes, Redcar, L.; dam of 2 winners-Shimmering Sands (FR), placed once in France; dam of Anterselva (FR) (f. by Fast Company (IRE)), 2 races at 2 years, 2021 in France and £45,652 and placed twice including second in Prix La Fleche, Chantilly, **L.**, also fourth in Prix du Bois, Chantilly, **Gr.3**, SHINNING OCEAN (FR), 4 races at 2 to 4 years, 2021 in France and £53,141 and placed 5 times, SAND GIRL (IRE), 1 race at 2 years, 2020 in France and £17,091 and placed 5 times, from only 7 starts.

Imperious One (IRE) (c. by Royal Applause (GB)), won 3 races at 2 and 3 years at home and in U.S.A. and £58,407 and placed 3 times including second in Eddie Logan Stakes, Santa Anita, L.

DOCTOR SARDONICUS (GB), won 8 races at 3 to 7 years, £103,564 and placed 9 times. ROUGETTE (GB), won 1 race at 3 years and placed twice; dam of 2 winners.

2nd Dam

WAYPOINT (GB), won 4 races at 3 and 4 years and placed 5 times; dam of five winners from 9 runners and 10 foals of racing age including-

NEVER A DOUBT (GB) (f. by Night Shift (USA)), see above.

Jonny Mudball (GB) (g. by Oasis Dream (GB)), won 3 races at 3, 4 and 6 years and placed third in Palace House Stakes, Newmarket, Gr.3.

3rd Dam

PRINCESS ATHENA, won 3 races at 2 and 3 years including Queen Mary Stakes, Ascot, Gr.3, second in King George Stakes, Goodwood, Gr.3, Trafalgar House Sprint, Sandown Park, L., Scarbrough Stakes, Doncaster, L., third in King George Stakes, Goodwood, Gr.3, Rous Stakes, Newmarket, L. and fourth in Phoenix Sprint Stakes, Phoenix Park, Gr.3;

dam of six winners from 11 runners and 13 foals of racing age including-ACCLAMATION (GB), won 6 races at 2 and 4 years including Diadem Stakes, Ascot, Gr.2, Starlit Stakes, Goodwood, L., placed second in King's Stand Stakes, Ascot, Gr.2, Dragon Stakes, Sandown Park, L. and third in Nunthorpe Stakes, York, Gr.1, Temple Stakes, Sandown Park, Gr.2, Diadem Stakes, Ascot, Gr.2 and Bentinck Stakes, Newmarket, L.; sire.

AMIRA (GB), won 1 race at 3 years and placed twice; dam of winners.

FORGIVE (GB), 6 races at 2 to 4 years including Fleur de Lys Stakes, Lingfield, L.

5 (WITH VAT)	(Iffraci (CP)	Zafonic (USA)	{ Gone West (USA) Zaizafon (USA)
TOOMER (GB)	Pastorale (GB)	Nureyev (USA) Park Appeal	
(2015) A Chesnut Mare	Harlem Dancer (GB)	Dr Devious (IRE)	Ahonoora Rose of Jericho (USA)
	(2002)	Hymenee (USA)	Chief's Crown (USA) Hippodamia (USA)

Covered by LAND FORCE (IRE). Last Service May 3rd; believed NOT to be in foal.

TOOMER (GB), placed once at 2 years;

dam of: 2021

(f. by Land Force (IRE)). 2020 Died since birth.

1st Dam

Harlem Dancer (GB), won 2 races at 3 years in France and £29,290 and placed 3 times including third in Prix de Thiberville, ParisLongchamp, L.;

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

HOTOTO (GB) (c. by Sleeping Indian (GB)), won 4 races at 2 and 5 years at home and in U.A.E., £371,513 including Windsor Castle Stakes, Ascot, L., placed 8 times including second in Two Year Old Trophy, Redcar, L., third in Molecomb Stakes, Goodwood, **Gr.3**. *JAZZ PARTY (GB)*, won 1 race at 3 years, 2020 and placed twice.

WHO'S STEPH (IRE) (f. by Zoffany (IRE)), 5 races at 2 to 4 years and £205,987 including Munster Oaks Stakes, Cork, Gr.3, Leopardstown 1000 Guineas Trial, Leopardstown, Gr.3, Derrinstown Stud 1000 Guineas Trial, Leopardstown, Gr.3, Victor McCalmont Memorial Stakes, Gowran Park, L., placed 5 times viz second in Blandford Stakes, Curragh, Gr.2, Blue Wind Stakes, Naas, Gr.3, Noblesse Stakes, Cork, L., third in Hurry Harriet Stakes, Gowran Park, L. and fourth in D.C. Lavarack & Lanwades Stud Stakes, Gowran Park, Gr.3.

Long Arm (IRE) (g. by Rock of Gibraltar (IRE)), 4 races at 3 and 5 years, 2020/21 at home and in Australia and £124,052, placed twice viz second in Lord Reims Stakes, Morphettville, Gr.3 and third in Adelaide Cup, Morphettville, Gr.2, also fourth in Martin Molony Stakes, Limerick, L.

Single Combat (IRE) (2019 c. by Kodiac (GB)), unraced to date.

She also has a 2021 filly by Soldier's Call (GB).

2nd Dam

HYMENEE (USA), won 1 race at 3 years in France;

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

Harlem Dancer (GB) (f. by Dr Devious (IRE)), see above.

3rd Dam

HIPPODAMIA (USA), Champion 2yr old filly in France in 1973, won 4 races in France and in U.S.A. including Critérium des Pouliches, ParisLongchamp, Gr.1, placed second in Prix Saint-Alary, ParisLongchamp, **Gr.1**, Poule d'Essai des Pouliches, ParisLongchamp, **Gr.1** and third in Prix Robert Papin, Maisons-Laffitte, **Gr.1**;

dam of eight winners from 11 runners and 14 foals of racing age includingGLOBE (USA), won 6 races at 4 and 5 years in U.S.A. including Excelsior Handicap,
Aqueduct, Gr.2, Grey Lag Handicap, Aqueduct, Gr.3, placed second in Valedictory
Handicap, Greenwood, L. and third in Assault Handicap, Aqueduct; sire.
HOYA (USA), won 4 races in France and in U.S.A. including Prix Charles Laffitte,

ParisLongchamp, L., placed third in Prix Michel Houyvet, Deauville, L.

HOUSATONIC (USA), won 1 race at 3 years; dam of winners.

HOUSAMIX (FR), won Prix Niel, ParisLongchamp, Gr.2; sire.
HOUSA DANCER (FR), won Prix Finlande, ParisLongchamp, L., Emerald Breeders'
Cup Distaff Handicap, Emerald Downs, L., placed second in Vanity Invitational
Handicap, Hollywood Park, Gr.1, El Encino Stakes, Santa Anita, Gr.2 and third in Prix d'Astarté, Deauville, **Gr.2**; dam of **GRAND VENT (IRE)**, 2 races at 2 and 3 years in France including Prix Noailles, ParisLongchamp, **Gr.2**. House In Wood (FR), unraced; dam of **ALEXANDER TANGO (IRE)**, 4 races at 2 and

3 years at home and in U.S.A. including Garden City Stakes, Belmont Park, Gr.1.

Synclinal (ÚSA), unraced; grandam of **TAP (ARG)**, won Clasico Ocurrencia, San Isidro, **Gr.2**, placed second in Gran Premio Ciudad de Buenos Aires, Hipodromo Argentino de Palermo, **Gr.1**; third dam of **REQUEBRA** (**BRZ**), Champion older mare in Brazil in 2008-09, won Grande Premio Major Suckow, Gavea, **Gr.1**.

6 (WITH VAT)	Profitable (IRE)	∫ Invincible Spirit (IRE)	Green Desert (USA) Rafha
A BAY COLT (IRE)	` ′	Dani Ridge (IRE)	∫ Indian Ridge
Foaled May 12th, 2020	Toodancute (IRE)	Dandy Man (IRE)	Mozart (IRE) Lady Alexander (IRE)
(first foal)	(2015)	Cute (GB)	Diktat (GB) Gleam of Light (IRE)

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

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

1st Dam

TOODANCUTE (IRE), ran a few times at 2 years.

2nd Dam

CUTE (GB), placed twice at 2 years;

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

POGO (IRE) (c. by Zebedee (GB)), won 5 races at 2 to 5 years, 2021 and £198,696 including King Richard III Stakes, Leicester, L., Midsummer Stakes, Windsor, L., placed 10 times including second in Challenge Stakes, Newmarket, Gr.2 and third in Prix d'Ispahan, Chantilly, Gr.1, Celebration Mile, Goodwood, Gr.2 and Flying Scotsman Stakes, Doncaster, L.

RUSSIAN GLEAM (GB), won 6 races to 2020 abroad and £10,474 and placed 18 times. BIRDS OF PREY (IRE), won 3 races at 3 and 6 years, 2020 and £37,850 and placed 7 times. ENAITCHESS (IRE), won 1 race at 3 years, 2021 and placed twice.

3rd Dam

GLEAM OF LIGHT (IRE), won 2 races at 3 years;

dam of eight winners from 12 runners and 14 living foals of racing age including-

ARABIAN GLEAM (GB), won 4 races at 3 to 5 years including Park Stakes, Doncaster, Gr.2 (twice), Challenge Stakes, Newmarket, Gr.2, placed third in Park Stakes, Doncaster, Gr.2, John of Gaunt Stakes, Haydock Park, Gr.3; sire.

KIMBERELLA (GB), won 12 races including Queensferry Stakes, Chester, L. (twice), placed second in Cleves Stakes, Lingfield Park, L. and third in Chipchase Stakes, Newcastle, Gr.3, Garrowby Stakes, York, L., Wentworth Stakes, Doncaster, L.

Rumptious (GB), won 1 race at 3 years and placed third in Bahrain Trophy, Newmarket, L. LIGHT QUEST (USA), won 3 races at 3 and 4 years in France; dam of winners.

SKIA (FR), 3 races at 3 and 4 years in France including Prix Fille de l'Air, Toulouse, Gr.3; dam of VIN DE GARDE (JPN), won Fuji Stakes, Tokyo, Gr.2, placed second in Dubai Turf, Meydan, Gr.1 and third in Yomiuri Milers Cup, Kyoto, Gr.2, Mainichi Hai, Hanshin, Gr.3 and Tokyo Sports Hai Nisai Stakes, Tokyo, Gr.3.

TROPALOS (GR) 6 races at 3 and 4 years in France and is Singapore, including Prix

TROPAIOS (GB), 6 races at 3 and 4 years in France and in Singapore including Prix Millkom, La Teste de Buch, **L.**, Longines Singapore Gold Cup, Kranji, **L.**

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

LOVE (IRE), Champion 3yr old filly in Europe in 2020, 7 races at 2 to 4 years, 2021 LOVE (IRE), Champion 3yr old filly in Europe in 2020, 7 races at 2 to 4 years, 2021 including Prince of Wales's Stakes, Ascot, Gr.1, Moyglare Stud Stakes, Curragh, Gr.1, Yorkshire Oaks, York, Gr.1, The Oaks, Epsom Downs, Gr.1, 1000 Guineas, Newmarket, Gr.1, Silver Flash Stakes, Leopardstown, Gr.3, placed third in Juddmonte International Stakes, York, Gr.1, King George VI & Queen Elizabeth Stakes, Ascot, Gr.1 and Fillies' Mile, Newmarket, Gr.1.
LUCKY KRISTALE (GB), 5 races at 2 and 4 years including Lowther Stakes, York, Gr.2, Duchess of Cambridge Stakes, Newmarket, Gr.2, Garrowby Stakes, York, L., placed second in Summer Stakes, York, Gr.3, Leisure Stakes, Windsor, L.
PEACH TREE (IRE), 3 races at 2 and 3 years including Stanerra Stakes, Leopardstown, Gr.3, Silken Glider Stakes, Navan, L., placed second in Flame of Tara FRE Stakes, Curragh Gr.3 and Munster Oaks Stakes, Cork Gr.3

Tara EBF Stakes, Curragh, Gr.3 and Munster Oaks Stakes, Cork, Gr.3.

FLATTERING (IRE), 2 races at 3 years including Munster Oaks Stakes, Cork, Gr.3.

The next dam GOLD RUNNER, placed once at 2 years;

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

PURE GOLD (GB), won 1 race at 3 years and placed twice; dam of winners.

ROYAL ALCHEMIST (GB), 4 races at 2, 4 and 5 years at home, in U.A.E. and in U.S.A. including Snowdrop Stakes, Kempton Park, L., Etisalat Balanchine Stakes, Nad Al Sheba, L., placed second in Fred Darling Stakes, Newbury, Gr.3, Dahlia Stakes, Newmarket, Gr.3, Severals Stakes, Newmarket, L. and third in Windsor Forest Stakes, Ascot, Gr.2, Ridgewood Pearl Stakes, Curragh, Gr.2.

7 (WITH VAT)	Galileo Gold (GB)	Paco Boy (IRE)	Desert Style (IRE) Tappen Zee
A BAY FILLY (IRE)	Gailleo Gold (GB)	Galicuix (GB)	∫ Galileo (IRE) Clizia (IRE)
Foaled April 10th, 2020	Usem (GB)	Bahamian Bounty (GB)	Cadeaux Genereux Clarentia
·	(2009)	Ripples Maid (GB)	Dansili (GB) Rivers Rhapsody

B.C. Nominated. E.B.F. Nominated.

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

1st Dam

USEM (GB), unraced:

dam of **two winners** from 4 runners and 5 foals of racing age viz-

Ikigai (GB) (2017 f. by Sayif (IRE)), won 1 race at 2 years, £11,731 and placed once viz third in Prix Saraca, Maisons-Laffitte, L.

SAYEM (GB) (2014 f. by Sayif (IRE)), won 4 races at 2 to 4 years, £23,371, placed 4 times. Space Cowboy (IRE) (2019 c. by Kodi Bear (IRE)), ran once at 2 years, 2021.

2nd Dam

RIPPLES MAID (GB), won 6 races at 3 and 4 years and £117,334 including Flying Fillies' Stakes, Pontefract, L., Henry Gee Stakes, Chester, L., placed 11 times including second in Boadicea Stakes, Newmarket, L., Cecil Frail Stakes, Haydock Park, L.;

dam of **five winners** from 7 runners and 8 foals of racing age including- **MIKKI CHARM (JPN)** (f. by Deep Impact (JPN)), won 5 races at 3 and 4 years in Japan, £1,140,790 including Sankeisports Hai Hanshin Himba Stakes, Hanshin, **Gr.2**, Hokkaido Shimbun Hai Queen Stakes, Sapporo, Gr.3, placed second in Shuka Sho, Kyoto, Gr.1.

3rd Dam

RIVERS RHAPSODY, won 4 races at 2 and 3 years including Scarbrough Stakes, Doncaster, L., placed third in Temple Stakes, Sandown Park, **Gr.2**, King George Stakes, Goodwood, **Gr.3**, Hopeful Stakes, Newmarket, L., Hackwood Stakes, Newbury, L.;

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.**, second in King Charles II Stakes, Newmarket, **L.**,

Champion 2yo Trophy, Ripon, **L.** and third in Craven Stakes, Newmarket, **Gr.3**.

See You Later (GB), won 2 races at 2 and 3 years and placed second in Scarbrough Stakes, Doncaster, L. and third in Achilles Stakes, Kempton Park, L.; dam of winners.

TAKE TEN (GB), 6 races at home and in U.A.E. including Shadwell Jebel Ali Sprint, L. AAHAYSON (GB), 6 races at 2 to 4 years including Cammidge Trophy, Doncaster, L. Betimes (GB), 1 race at 2 years, second in Sandy Lane Stakes, Haydock Park, L. Perfect Cover (IRE), ran 3 times at 3 years; grandam of **Shalailah (IRE)**, 1 race at 2 years and placed second in Silver Flash Stakes, Leopardstown, **Gr.3**.

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.

FFESTINIOG (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 and Heron Stakes, Sandown Park, L., BOSTON LODGE (GB), 6 races at home and in U.A.E. including Lahan Burj Nahaar, Nad Al Sheba, Gr.3, Brecon Beacon (GB), 4 races at 2 and 4 years at home and in U.S.A. and placed second in Jim Murray Memorial Handicap, Hollywood Park, **Gr.2**. 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, POET'S VANITY (GB), 3 races at 2 and 4 years including Oh So Sharp Stakes, Newmarket, Gr.3, BOASTFUL (IRE), 3 races at 3 and 4 years at home and in France including Conqueror Stakes, Goodwood, L.; grandam of TIGER MOTH (IRE), 2 races at 3 years, 2020 including Kilternan Stakes, Leopardstown, Gr.3, placed second in Irish Derby, Curragh, Gr.1 and Melbourne Cup, Flemington, Gr.1, COACH HOUSE (IRE), 2 races at 2 years including Marble Hill Stakes, Curragh, L., second in Norfolk Stakes, Ascot, Gr.2; sire, STAGE PLAY (IRE), 2 races at 2 years at home and in Italy including Premio Divino Amore, Rome, L.

POINT TO POINTER, consigned by Devauden Court Stables the Property of a Gentleman



BLUE LEADER (GB), unraced. Sold with pre-sale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

1st Dam

LILLIE LOU (GB), placed once over fences at 5 years; also won 7 point-to-points, placed 5 times; dam of 2 runners from 5 foals of racing age-

Little Louie (GB) (2009 g. by Nomadic Way (USA)), placed once in a N.H. Flat Race at 5 years, died at 5 years.

One Last Glance (GB) (2017 g. by Passing Glance (GB)), ran twice over hurdles at 4 years, 2021.

2nd Dam

TREAD CAREFULLY (GB), placed once at 3 years;

dam of two winners from 6 runners and 7 living foals of racing age including-HURRICANE COAST (GB), won 13 races and £57,608 and placed 24 times.

3rd Dam

HIGH GAIT, won 3 races at 3 years and placed 5 times;

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

ROYAL GAIT, Champion older stayer in France in 1987, Champion older stayer in Europe in 1988, won 12 races at 3 to 5 years in France and abroad including Prix du Cadran, ParisLongchamp, Gr.1, Prix Royal-Oak, ParisLongchamp, Gr.1, Prix Vicomtesse Vigier, ParisLongchamp, **Gr.2**, Prix de Barbeville, ParisLongchamp, **Gr.3**, placed second in Prix du Cadran, ParisLongchamp, **Gr.1**; also won 3 races over hurdles including Champion Hurdle, Cheltenham, **L.**, City Trial Handicap Hurdle, Nottingham, **L.** Miller's Gait, placed twice at 2 years; grandam of **GENERAL MILLER (GB)**, 2 N.H. Flat

Races at 4 years; also 3 races over hurdles including Top Novices' Hurdle, Aintree, *Gr.2* and 1 race over fences; third dam of *MARTELLO SKY (GB)*, 2 N.H. Flat Races at 4 years, 2020 and placed once; also 3 races over hurdles at 4 and 5 years, 2021 including Glide Mares' Novices' Hurdle, Cheltenham, L.

The next dam GAY CHARLOTTE, won 2 races at 2 and 3 years at home and in U.S.A.; dam of seven winners from 8 runners and 9 foals of racing age including-

UPEND, won 3 races at 3 years including St Simon Stakes, Newbury, Gr.3, Galtres Stakes, York, L., placed second in Princess Royal Stakes, Ascot, Gr.3; dam of winners.

MUSICANNA (GB), 4 races at 3 and 4 years including Atalanta Stakes, Sandown Park, L., placed second in Princess Elizabeth Stakes, Epsom Downs, Gr.3 and third in Sun Chariot Stakes, Newmarket, **Gr.1** and Falmouth Stakes, Newmarket, **Gr.1**; dam of **ONE MAN BAND (IRE)**, 8 races at 3 to 5 years in U.A.E. including Meydan Sobha Godolphin Mile, Meydan, Gr.2.

Shortfall (GB), 3 races at 3 and 4 years at home and in U.S.A. and placed second in Royal Yorkshire Stakes, York, L.; dam of *CONTRABAND (GB)*, 3 races at 3 and 4 years; also 4 races over hurdles at 5 and 6 years, placed second in Top Novices' Hurdle, Aintree, *Gr.2* and 2 races over fences at 6 and 7 years viz Arkle Challenge Trophy Chase, Cheltenham, Gr.1, Henry VIII Novice Chase, Sandown Park, Gr.2.

OVERTURNED (GB), 1 race at 3 years in France and placed 3 times; dam of

ALLIGATOR ALLEY (GB), 2 races at 2 years including Roses Stakes, York, L.

UP AND ABOUT (GB), 1 race at 3 years; grandam of UP IN TIME (GB), 4 races at home and in U.S.A. including San Clemente Handicap, Del Mar, Gr.2 and Harold C Ramser Sr Stakes, Santa Anita, Gr.3, SUMMER FETE (IRE), 3 races at 2 and 3 years including Oak Tree Stakes, Goodwood, **Gr.3**; third dam of **RAFFLE PRIZE** (**IRE**), Champion 2yr old filly in France in 2019, 3 races at 2 years including Queen Mary Stakes, Ascot, **Gr.2**, Duchess of Cambridge Stakes, Newmarket, **Gr.2**, second in Cheveley Park Stakes, Newmarket, Gr.1, Prix Morny, Deauville, Gr.1.

Our Poppet (IRE), ran once at 2 years; dam of **OVERDOSE** (**GB**), Champion 3yr old sprinter in Europe in 2008, Champion 3yr old in Italy in 2008, 16 races at 2 to 6 years in Germany, in Italy and abroad including Goldene Peitsche, Baden-Baden, Gr.2, Lotto Hamburg Trophy, Hamburg, Gr.3.

9 (WITH VAT)	C Elusive Pimpernel	Elusive Quality (USA)	Gone West (USA) Touch of Greatness (USA)
ESPOUSE (IRE)	(USA)	Cara Fantasy (IRE)	Sadler's Wells (USA) Gay Fantasy
(2018) A Bay Filly	Sea of Dreams (IRE)	∫Oasis Dream (GB)	∫Green Desert (USA) Hope (IRE)
	(2013)	Arty Crafty (USA)	Arch (USA) Princess Kris (GB)

ESPOUSE (IRE), won 1 race at 3 years, 2021.

Highest IHRB Rating 88 (Flat) Latest IHRB Rating 82 (Flat) (prior to compilation) TURF 5 runs 1 win £7,616

1st Dam

SEA OF DREAMS (IRE), unraced;

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

ESPOUSE (IRE) (2018 f. by Elusive Pimpernel (USA)), see above.
Azure Blue (IRE) (2019 f. by El Kabeir (USA)), placed twice at 2 years, 2021, all her starts.
She also has a 2020 filly by Starspangledbanner (AUS) and a 2021 colt by Kodiac (GB).

2nd Dam

ARTY CRAFTY (USA), won 4 races at 3 years; Own sister to **PRINCE ARCH (USA)**; dam of **four winners** from 7 runners and 8 foals of racing age including-

PINCHECK (IRE) (g. by Invincible Spirit (IRE)), won 4 races at 3 and 4 years and £138,068 including Desmond Stakes, Leopardstown, Gr.3, placed 10 times including second in Amethyst Stakes, Leopardstown, Gr.3, Platinum Stakes, Cork, L., Navigation Stakes, Cork, L. and third in Solonaway Stakes, Leopardstown, **Gr.2** (twice). **VALERIA MESSALINA (IRE)** (f. by Holy Roman Emperor (IRE)), won 2 races at 2 and 3

years, 2020 and £78,974 including Brownstown Stakes, Cork, Gr.3, placed 3 times viz second in Oh So Sharp Stakes, Newmarket, Gr.3, Brownstown Stakes, Fairyhouse, Gr.3 and Oak Tree Stakes, Goodwood, Gr.3.

ENRAPTURED (IRE), won 1 race at 2 years and placed twice; dam of winners.
MEU AMOR (FR), 2 races at 2 and 3 years, 2021 and £50,764 including Eternal Stakes, Carlisle, L., placed second in Bosra Sham Stakes, Newmarket, L.

3rd Dam

PRINCESS KRIS (GB), won 1 race at 3 years and placed 4 times;

dam of four winners from 8 runners and 12 foals of racing age including-

PRINCE ARCH (USA), won 6 races at 2 to 4 years in U.S.A. including Gulfstream Park Breeders' Cup Handicap, Gulfstream Park, Gr.1, Saranac Handicap, Saratoga, Gr.3, Jefferson Cup Stakes, Churchill Downs, Gr.3, Forerunner Stakes, Keeneland, L.; sire. KINGSFORT (USA), won 3 races at 2 and 3 years including National Stakes, Curragh, Gr.1 and Ben Marshall Stakes, Newmarket, L.; sire.

Archangel Gabriel (USA), unraced; dam of winners.

Ville de Grace (GB), 1 race at 2 years, 2020 and placed third in Atalanta Stakes, Sandown Park, Gr.3.

The next dam AS YOU DESIRE ME, won 3 races at 2 and 3 years in France including Prix de Bagatelle, ParisLongchamp, L., Prix Montenica, Maisons-Laffitte, L., placed second in Prix de Royaumont, Chantilly, Gr.3 and fourth in Prix d'Astarté, Deauville, Gr.3; dam of nine winners from 12 runners and 14 foals of racing age including-INTIMATE GUEST, won 4 races at 2 and 3 years including May Hill Stakes, Doncaster, Gr.3, second in Waterford Candelabra Stakes, Goodwood, Gr.3; dam of winners.

Great Heights, won 1 race at 3 years, third in Lingfield Derby Trial, Lingfield Park, Gr.3.

REINE D'BEAUTE, won 2 races at 4 years; dam of winners.

SILVER SIGN (GB), won G. P. Radeberger Pilsner Herold Rennen, Dresden, L. Miss Universe (IRE), 1 race at 2 years, third in Solario Stakes, Sandown Park, Gr.3; dam of WORLDLY (GB), 5 races at 2 and 3 years at home and in U.S.A. including

La Jolla Handicap, Del Mar, **Gr.2**, Will Rogers Stakes, Hollywood Park, **Gr.3**.

Streetcar (IRE), placed once at 2 years; dam of winners. **LUAS LINE (IRE)**, 4 races at 2 and 3 years at home and in U.S.A. including Garden City Breeders' Cup Stakes, Belmont Park, **Gr.1**, Denny Cordell Lavarack Memorial Stakes, Gowran Park, L., placed third in Irish 1000 Guineas, Curragh, **Gr.1**. **LOST IN THE MOMENT (IRE)**, 6 races at 3, 4 and 6 years at home, in U.A.E. and

abroad including International Bosphorus Cup, Veliefendi, Gr.2.

10 (WITH VAT)	Kodiac (GB)	Danehill (USA)	∫ Danzig (USA) Razyana (USA)
FERMOY (IRE) (2018) A Bay Filly		Rafha	∫ Kris € Eljazzi
	Ramone (IRE) (2010)	∫ Marju (IRE)	∫ Last Tycoon Flame of Tara
		Hayworth (IRE)	Night Shift (USA) Hopeful Sign (GB)

Has had a hobday operation.

FERMOY (IRE), ran a few times at 2 and 3 years, 2021.

Highest IHRB Rating 76 (Flat) Latest IHRB Rating 58 (Flat) (prior to compilation) TURF 7 runs £263

1st Dam

RAMONE (IRE), won 2 races at 3 and 5 years and £67,179 including Park Express Stakes, Curragh, Gr.3, placed 4 times including second in Ridgewood Pearl Stakes, Curragh, Gr.2 and fourth in Minstrel Stakes, Curragh, Gr.3;

dam of 1 runner from 2 foals of racing age viz-

Fermoy (IRE) (2018 f. by Kodiac (GB)), see above. Hibernia Oppositus (IRE) (2019 c. by Australia (GB)), unraced to date.

She also has a 2020 colt by Kodiac (GB) and a 2021 colf by Acclamation (GB).

2nd Dam

HAYWORTH (IRE), ran twice at 3 years; Own sister to LONDONNETDOTCOM (IRE); dam of two winners from 5 runners and 6 foals of racing age including-RAMONE (IRE) (f. by Marju (IRE)), see above.

3rd Dam

HOPEFUL SIGN (GB), ran once at 3 years;

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

LONDONNETDOTCOM (IRE), won 2 races at 2 and 3 years including Dick Hern Fillies Stakes, Bath, L., placed second in Prix du Calvados, Deauville, Gr.3; dam of winners.

Emell (GB), 2 races at 2 and 5 years, second in Celebration Mile, Goodwood, Gr.2.

Striking Bella (USA), placed twice at 3 years in U.S.A.; dam of winners.

Rising Bella (USA), winner to 2021 in U.S.A., second in Sorority Stakes, Monmouth.

Sunrise Sunset (USA), winner, placed third in Maryland Juvenile Futurity, Laurel, R.

The next dam INFRA GREEN, won 6 races at 2 to 4 years at home, in France and in Italy including Prix Ganay, ParisLongchamp, **Gr.1**, G.P. del Jockey Club Coppa d'Oro, Milan, **Gr.1**, Prix Chloé, Evry, **Gr.3** and Prix d'Astarté, Deauville, **Gr.3**;

dam of eight winners from 12 runners and 13 living foals of racing age including-

INFRASONIC (GB), won 3 races at 2 to 4 years at home and in France including Queen's Vase, Ascot, Gr.3, placed second in Critérium de Saint-Cloud, Saint-Cloud, Gr.1.

GREEN REEF, won 3 races at 3 and 4 years in France and in U.S.A. including Prix de Psyché, Deauville, Gr.3, Prix du Duc d'Aoste, Chantilly, L.; dam of winners.

ECOLOGIST (GB), won 8 races at 3, 5 and 6 years in France including Prix Berteux, ParisLongchamp, Gr.3 and Prix Louis Desboudet, Vichy, L.; sire.

Greensmith, won 5 races, placed second in St James's Palace Stakes, Ascot, Gr.1; sire. GREEN ROCK (FR), won 2 races at 3 years and placed once; dam of winners.

TOULON (GB), Champion 3yr old stayer in Europe in 1991, won St Leger Stakes, Doncaster, Gr.1, Prix Maurice de Nieuil, Maisons-Laffitte, Gr.2; sire.

AQUAMARINE (GB), 1 race at 3 years viz Cheshire Oaks, Chester, L.; dam of MARANI (GB), 2 races at 3 and 4 years including Aphrodite Stakes, Newmarket, L., placed third in Ribblesdale Stakes, Ascot, Gr.2; grandam of ROYAL DOLOIS (FR), 10 races in France including Grand Prix du Nord, Le Croise-Laroche, L.; third dam of ATOMIC FORCE (IRE), 3 races at 2 years, 2021 at home and in France including Prix Robert Papin, Chantilly, Gr.2 and Prix du Bois, Chantilly, Gr.3, Pain **Perdu (FR)**, 9 races in France and in Germany, placed second in Prix La Force, ParisLongchamp, **Gr.3** and third in Prix du Jockey Club, Chantilly, **Gr.1**.

INFRINGE (GB), won 1 race at 3 years in France; dam of winners.
INHABITANT (GB), 2 races at 2 years in France including Prix Roland de Chambure,
Deauville, L., placed second in Prix de Cabourg, Deauville, Gr.3; sire.

SINGED (GB), 1 race at 3 years in France and placed 4 times; grandam of HEADWAY (GB), 2 races at 2 and 3 years including Spring Cup, Lingfield Park, L.

HORSE OUT OF TRAINING, to Dissolve a Partnership

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Green Desert (USA)
11 (NON VAT)
                                                                 Invincible Spirit (IRE)
                                                                                                    Rafha
                                    Cable Bay (IRE)
                                                                                                      Diktat (GB)
                                                                 Rose de France (IRE)
A BAY COLT (GB)
                                                                                                    Cherokee Rose (IRE)
Foaled
                                                                                                    Machiavellian (USA)
Mystic Goddess (USA)
                                                                 Medicean (GB)
March 17th, 2019
                                    Madhaaq (IRE)
                                                                                                    Riverman (USA)
                                                                 Winsa (USA)
                                                                                                    โ Wasnah (USA)
1st Dam
MADHAAQ (IRE), won 1 race at 3 years and placed twice;
dam of three winners from 5 runners and 6 foals of racing age viz-
      ART ECHO (GB) (2013 g. by Art Connoisseur (IRE)), won 5 races at 2, 4 and 5 years and £31,691 and placed 13 times.

BEAUTY OF ART (IRE) (2012 f. by Art Connoisseur (IRE)), won 3 races at 2 to 4 years in Italy and £35,084 and placed 12 times including fourth in Premio Tadolina, Rome, L.
       VICTORIA JANE (GB) (2017 f. by No Nay Never (USA)), won 2 races at 3 years, 2020 in Italy
             and placed twice.
      Mayflair (GB) (2014 f. by Zamindar (USA)), placed 3 times at 3 years.
2nd Dam
WINSA (USA), won 1 race at 3 years and placed 4 times; Own sister to BAHRI (USA);
dam of six winners from 9 runners and 11 foals of racing age including-
Mutahayya (IRE) (c. by Peintre Celebre (USA)), won 2 races at 2 years and £27,865 and placed second in Easter Stakes, Kempton Park, L. and Stardom Stakes, Goodwood, L. QUSOOR (IRE), won 3 races at 2 years and £22,173 and placed 3 times; dam of winners.
      Kings Archer (SAF), winner, placed third in Wolf Power Handicap, Turffontein, L. MAJHUD (IRE), won 1 race at 3 years and £11,604 and placed 5 times; dam of winners.
            MUJDEYA (GB), 2 races at 3 years and £10,787; dam of MISTER BLUE SKY (IRE), 4 races at 2 and 3 years and £31,828; also 2 races over hurdles at 4 and 5 years
                   and £44,438 including Hardy Eustace Novice Hurdle, Fairyhouse, placed second in
                   Kingsfurze Novice Hurdle, Naas, third in Herald Champion Novices Hurdle, Naas.
      ELMALEEHĂ (GB), won 1 race at 3 years and placed once; dam of winners.
             KHUSOOSÝ (USA), won Abu Dhabi Championship, Abu Dhabi, Gr.3.
3rd Dam
Wasnah (USA), placed 5 times 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, second in Juddmonte International, York, Gr.1, Sussex Stakes, Goodwood, Gr.1 and third in Irish 2000 Guineas, Curragh, Gr.1, 2000 Guineas, Newmarket, Gr.1; sire.

BAHHARE (USA), won 3 races at 2 years including Champagne Stakes, Doncaster, Gr.2, placed third in Champion Stakes, Newmarket, Gr.1; sire.
      Soud (USA), won 5 races in U.S.A., second in Golden Gate Breeders' Cup Handicap, Gr.3.
      Istiglal (USA), unraced; dam of winners.
             MÙQBÍL (USA), won Greenham Stakes, Newbury, Gr.3, Steventon Stakes, Newbury,
            L., Washington Singer Stakes, Newbury, L., Labor Day Stakes, Mountaineer Pk, L.

Mostaqeleh (USA), 2 races at 2 years and placed second in Prix de Sandringham,
Chantilly, Gr.2; dam of 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.
             HUREYA (USA), 1 race at 3 years and placed 3 times; dam of MUTHABARA (IRE), 3
            races at 2 and 3 years including Fred Darling Stakes, Newbury, Gr.3.
Zaqrah (USA), placed once at 2 years; dam of RAWAAQ (GB), 2 races at 2 and 3 years including Leopardstown 1000 Guineas Trial, Leopardstown, Gr.3.
      Bahareeya (USA), unraced; grandam of FOURIOSO (FR), won Prix du Point du Jour,
             Craon, L. and Premio Gobierno Vasco - Eusko Jauralaritza, San Sebastian, L.
      Wissal (USA), unraced; dam of winners.
            MUDAARAH (GB), 2 races at 2 years including Star Stakes, Sandown Park, L., placed second in Prestige Stakes, Goodwood, Gr.3.
             SUDOOR (GB), 3 races at 2 and 3 years including Star Stakes, Sandown Park, L.;
                   dam of RASEED (GB), 3 races in France including Prix Noailles, Chantilly, Gr.3.
             ETHAARA (GB), 3 races at 3 years including Boadicea Stakes, Newmarket, L.; dam of
                   ETAAB (USA), 4 races at 3 years including Rosemary Stakes, Newmarket, L.
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Muwaary (GB), 2 races at 2 and 3 years, second in Jersey Stakes, Ascot, Gr.3; sire.

HORSE OUT OF TRAINING, consigned by Adrian Nicholls Racing the Property of Mr A. Nicholls

12 (NON VAT)	Y (IRE)	∫ Dansili (GB)	Danehill (USA) Hasili (IRE) Machiavellian (USA) Dust Dancer (GB) Sadler's Wells (USA) Kasora (IRE) Unfuwain (USA) Three Stars
A BAY FILLY (IRE)		Tyranny (GB)	
Foaled February 14th, 2019		High Chaparral (IRE)	
·		Bolas (GB)	

Has had a soft palate operation.

1st Dam

RHIANNON (IRE), placed once at 3 years;

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

RUE DE LA GAITE (IRE) (2017 f. by No Nay Never (USA)), won 2 races at 2 and 3 years, 2020 in France and £21,918 and placed 4 times.

Air of Approval (IRE) (2018 f. by Mastercraftsman (IRE)), unraced to date.

She also has a 2020 colf by Sioux Nation (USA).

2nd Dam

BOLAS (GB), won 3 races at 3 years and £196,172 viz Irish Oaks, Curragh, Gr.1, Ribblesdale Stakes, Ascot, Gr.2 and Cheshire Oaks, Chester, L.;

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

Hollow Ridge (GB) (f. by Beat Hollow (GB)), won 1 race at 2 years and £10,644 and placed once viz second in Radley Stakes, Newbury, L.; dam of winners.

GOOD MORNING STAR (IRE), 2 races at 3 years and £41,575 including Cheshire Oaks, Chester, L., placed 8 times including third in Bahrain Trophy, Newmarket, Gr.3 and Stand Cup, Chester, L.

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

CONNIE NISTEL (ARG), won Premio Alfredo L S Jackson, Valparaiso, Gr.3, Asoc.de Prop de F.S.Carrera A G V Region, Valparaiso, L., placed third in Copa de Plata-Italo Traverso Pasqualetti, Valparaiso, Gr.2 and Gran Premio Gonzalo Bofill

de Caso, Valparaiso, **Gr.2**.

VIN RYE (ARG), won Asoc.de Prop de F.S.Carrera A G V Region, Valparaiso, **L.**, placed third in Premio Copa Jackson, Valparaiso, **Gr.2**.

Vin Royal (ARG), winner in Argentina and placed third in Clasico Paseana, San Isidro, Gr.2, Clasico Ricardo y E Fernandez Guerrico, San Isidro, Gr.2; dam of Connie Seattle (ARG), winner in Argentina and placed third in Clasico General Lavalle, Hipodromo Argentino de Palermo, Gr.3, Master Royal (ARG), winner to 2020/21 in Argentina and placed second in Clasico Candy Ride, San Isidro, L.

3rd Dam

THREE STARS, won 2 races at 3 years;

dam of eight winners from 12 runners and 16 foals of racing age including-

BOLAS (GB), see above.

NEBULAÈ (IRE), won 1 race at 3 years and placed once; dam of a winner.

SWEET BABY JANE (IRE), 8 races at 3, 5 and 6 years in Norway and in Sweden including Semb Hovedgard Hoppelop, Ovrevoll, L.

STAR OF DANCE, won 1 race at 3 years in France; grandam of **Rio de Janeiro (TUR)**, winner abroad and placed second in II Inonu c&g Stakes, Veliefendi, **L., Royal Orissa (GB)**, 2 races at 3 and 5 years and placed third in Pavilion Stakes, Lingfield Park, **L.** Baileys On Line (GB), placed twice at 3 years; dam of winners. **B FIFTY TWO (IND)**, won Deltin Eclipse Stakes of India, Mumbai, **L.** (twice), A C

Ardeshir Trophy, Mumbai, L., second in The Eve Champion Trophy, Pune, L.R. Onerous (GB), 2 races at 3 years in France and placed second in Prix Greffulhe, Saint-Cloud, Gr.2, Prix Vulcain, Deauville, L., Derby du Languedoc, Toulouse, L.

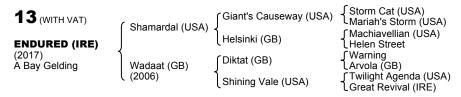
The next dam Pirogue, won 1 race at 3 years, fourth in Ribblesdale Stakes, Ascot, Gr.2; dam of eight winners from 10 runners and 13 foals of racing age including-

LONGBOAT, Champion older stayer in England in 1986, won 9 races at 3 to 5 years including Ascot Gold Cup, Ascot, **Gr.1**, Doncaster Cup, Doncaster, **Gr.3**, Henry II Stakes, Sandown Park, **Gr.3**, Goodwood Cup, Goodwood, **Gr.3**, Sagaro Stakes, Ascot, Gr.3, Alycidon Stakes, Goodwood, L., placed second in Ascot Gold Cup, Ascot, Gr.1.

Prairie Queen, placed twice at 3 years; grandam of KRISTAL HEIGHTS (IND), won General Rajendrasinhji Trophy, Pune, L.

Sherman Oaks, unraced; grandam of BRAIN STORM (IRE), 5 races at 3, 5 and 6 years in Italy including Premio Alberto Zanoletti di Rozzano, Milan, L., Mangas Coloradas (IRE), 4 races at 2 to 4 years in Italy, second in Premio Principe Amedeo, Turin, L.

HORSE IN TRAINING, consigned by Brickfield Equine the Property of Mr Ben Wong



ENDURED (IRE), won 1 race at 3 years, 2020 and placed once, from only 3 starts. Sold with presale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

Highest BHA Rating 85 (Flat) Latest BHA Rating 85 (Flat) (prior to compilation)

TURF 1 run

ALL WEATHER 2 runs 1 win 1 pl £4,648 SS 1m

1st Dam

Wadaat (GB), won 1 race at 3 years and £82,971 and placed 4 times including second in Oaks d'Italia, Milan, Gr.2 and third in Distaff Stakes, Sandown Park, L.;

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

SEXY BEAST (GB) (2015 g. by Teofilo (IRE)), won 1 race at 3 years and £32,598 and placed 12 times.

AL KHAFJI (GB) (2013 g. by New Approach (IRE)), won 1 race at 2 years, placed 3 times.

ENDURED (IRE) (2017 g. by Shamardal (USA)), see above.

SECRETARIAL (IRE) (2016 f. by Kingman (GB)), won 1 race at 3 years.

Boundsy Boy (GB) (2018 g. by Awtaad (IRE)), placed twice over hurdles at 3 years, 2021.

Orayda (IRE) (2011 f. by New Approach (IRE)), unraced; dam of 3 winners viz
BARSHAM (FR), 3 races at 3 to 5 years, 2021 in France, £48,370 and placed 8 times.

SALT LAKE (FR), 1 race at 3 years, 2021 in France and £12,901.

WAGGAD (FR), 1 race at 2 years, 2021 in France and £11,358, from only 2 starts. Wazaari (ITY) (2020 f. by Affaire Solitaire (IRE)).

2nd Dam

SHINING VALE (USA), unraced;

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

Mrs Snow (GB) (f. by Singspiel (IRE)), won 1 race at 2 years in Germany and £22,736 and placed 4 times viz second in Henkel Trial - Dusseldorfer Stutenpreis, Dusseldorf, L., Preis der Spielbank Bad Neuenahr, Cologne, L. and third in Premio Sergio Cumani, Milan, Gr.3 and Grosser Preis der Frankfurter Volksbank, Frankfurt, L.; dam of winners.

BUNNY LEBOWSKI (FR), won 1 race at 3 years in France and £26,458; dam of a winner. VELMA VALENTO (FR), 4 races at 2 to 5 years, 2020 in France and £113,689 including Prix du Pays d'Auge, Clairefontaine, L., placed second in Gillies Stakes, Lingfield Park, L. and third in Grand Prix de Bordeaux, Bordeaux - Le Bouscat, L.

3rd Dam

GREAT REVIVAL (IRE), ran 3 times at 4 years;

dam of two winners from 2 runners and 4 foals of racing age including-

WALZERKOENIGIN (USA), Champion older mare in Germany in 2003, won 5 races at 2 to 4 years in France, in Germany and in Italy including Ernst & Young Euro Cup, Frankfurt, **Gr.2**, Premio Emilio Turati, Milan, **Gr.2**, Prix Chloé, Chantilly, **Gr.3**, Grosser Preis der Spielbank Bad Neuenahr, Dusseldorf, **L.**, placed second in Flower Bowl Invitational Stakes, Belmont Park, **Gr.1**; dam of winners.

WIENER WALZER (GER), Champion 3yr old colt in Germany in 2009, 5 races at 3 and 5 years in Germany including Idee Deutsches Derby, Hamburg, Gr.1, Rheinland-Pokal, Cologne, Gr.1, Oppenheim Union-Rennen, Cologne, Gr.2,

placed second in G.P. von Lotto Hamburg Deutschland Preis, Hamburg, **Gr.1**; sire. **WALZERTAKT (GER)**, 4 races at 5 and 6 years in France and in Germany including Prix Maurice de Nieuil, ParisLongchamp, Gr.2, Prix Gladiateur, ParisLongchamp,

Gr.3, placed third in Prix Kergorlay, Deauville, Gr.2; sire.

PORT DOUGLAS (IRE), 6 races to 2021 at home and abroad including Beresford Stakes, Curragh, Gr.2, placed second in Chester Vase, Chester, Gr.3.

WALZERTRAUM (USA), won German Tote Bavarian Classic, Munich, Gr.3.

Boulevard (IRE), 7 races at 3 to 5 years, 2020 in France and placed third in Premio

Federico Tesio, Milan, **Gr.2**, Prix Gladiateur, ParisLongchamp, **Gr.3**. *WALZERPRINZESSIN* (*GER*), 1 race in Germany; dam of **Walkaway** (**GER**), 1 race at 3 years, 2021 in Germany, placed third in Mehl-Muelhens-Trophy, Hamburg, Gr. 3. Northern Revival (USA), unraced; dam of winners.

HORSE IN TRAINING, consigned by DML Racing Ltd. the Property of Mr K. Sohi

14 (WITH VAT)	Hot Streak (IRE)	∫ Iffraaj (GB)	
HOT SUMMER	Tiot off car (ITL)	Ashirah (USA)	{ Housebuster (USA) Manwah (USA)
(GB) (2017)	Lahqa (IRE)	Tamayuz (GB)	∫ Nayef (USA) ∫ Al Ishq (FR)
A Bay Gelding	(2011)	Mahaatheer (IRE)	∫ Daylami (IRE) { Al Ihtithar (IRE)

HOT SUMMER (GB), won 2 races at 3 years, 2020 and £15,396 and placed 5 times. Sold with pre-sale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

Highest BHA Rating 85 (Flat) Latest BHA Rating 71 (Flat) (prior to compilation) £14,063 TURF 14 runs 2 wins 4 pl GF - S 1m - 1m 31v ALL WEATHER 4 runs 1 pl £1.333

1st Dam

LAHQA (IRE), won 1 race at 3 years in France and £21,917 and placed 3 times, from only 5

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

HOT SUMMER (GB) (2017 g. by Hot Streak (IRE)), see above.

Haats Off (GB) (2016 f. by Haatef (USA)), placed 7 times at 2 and 3 years and £10,259.

2nd Dam

MAHAATHEER (IRE), won 3 races at 3 years in France and £70,128 including Prix Joubert, Saint-Cloud, L., placed 6 times including second in Prix Panacée, Toulouse, L. and third in Prix des Tourelles, Chantilly, L.;

dam of **one winner** from 5 runners and 8 foals of racing age viz-

LAHQA (IRE), see above.

3rd Dam

AL IHTITHAR (IRE), won 3 races at 2 and 3 years including Gillies Stakes, Doncaster, L., Severals Stakes, Newmarket, L., placed 3 times including third in Radley Stakes, Newbury, L., from only 7 starts;

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

MAHAATHEER (IRE), see above.

Mustager (IRE), won 3 races at 2 and 5 years at home and abroad and placed 7 times including second in Washington Singer Stakes, Newbury, L. GHAYYAR (IRF), won 3 races at 2 and 4 years and placed 11 times.

AMTHAL (IRE), won 2 races at 2 and 7 years and placed once.

DAAGHER (GB), won 1 race at 5 years in Kingdom of Saudi Arabia and placed twice.

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

Light My Fire (IRE), 2 races at 2 years and placed twice including third in Firth of Clyde Stakes, Ayr, **Gr.3**, all her starts.

PORCHY PARTY (IRE), 3 races at 2 and 4 years at home and abroad.

CHIQUITITA CHIC (IRE), 2 races at 2 and 3 years abroad.

Alyaafel (GB), ran in France at 3 years; dam of a winner.

GORMANSTON (IRE), 2 races at 4 and 5 years, 2021 and placed 7 times.

The next dam Azyaa, won 1 race at 3 years and placed 8 times including second in Ben Marshall Stakes, Newmarket, L.;

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

SAMSAAM (IRE), won 4 races at 3 years at home and in France including Prix Berteux, Chantilly, 'Gr.3, placed 6 times including second in Yorkshire Cup, York, Gr.2, Prix Kergorlay, Deauville, Gr.2, Bahrain Trophy, Newmarket, L. and third in Queen's Vase, Ascot. Gr.3 and March Stakes. Goodwood. L.: also won 2 races over hurdles at 5 and 6 years and placed 3 times.

AL IHTITHAR (IRE), see above.

Ihtiraz (GB), won 14 races at 2 to 7 years at home, in U.A.E. and in U.S.A. and placed second in Cliff Hanger Handicap, Meadowlands, **Gr.3R.** and Abu Dhabi Nat. Oil Co. National Day Cup, Abu Dhabi, **L.**

Yarob (IRE), won 8 races at home and in U.A.E. and placed second in Washington Singer Stakes, Newbury, L.

Belle Ombre (GB), unraced; dam of winners.

STEWARD (FR), won Grand Prix de Chantilly, Chantilly, Gr.2, Grosser der Preis Wirtschaft, Baden-Baden, Gr.2, Grand Prix de Vichy, Vichy, Gr.3, Prix d'Hédouville, ParisLongchamp, Gr.3.

HORSE IN TRAINING, consigned by Machell Place Stables (K. Philippart de Foy) the Property of a Partnership

15 (WITH VAT)	(Mehmas (IRE)	Acclamation (GB)	Royal Applause (GB) Princess Athena
MEHMENTUM	Wellings (ITC)	Lucina (GB)	∫ Machiavellian (USA)
(IRE) March 9th, 2019	Candlelight (IRE)	Zebedee (GB)	Invincible Spirit (IRE) Cozy Maria (USA)
A Bay Colt	(2012)	Masai Queen (IRE)	Mujadil (USA) Twilight Tango (GB)

MEHMENTUM (IRE), placed twice at 2 years, 2021. Sold with pre-sale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

Highest BHA Rating 67 (Flat) Latest BHA Rating 65 (Flat) (prior to compilation) TURF 3 runs 1 pl 1 pl £672 ALL WEATHER 1 run £697

1st Dam

CANDLELIGHT (IRE), won 1 race at 3 years and placed 3 times;

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

ANGELIC QUEEN (IRE) (2017 f. by Anjaal (GB)), won 2 races at 3 and 4 years, 2021 in Qatar and £22,612 and placed 6 times

Mehmentum (IRE) (2019 c. by Mehmas (IRE)), see above.
Tenroundqueen (IRE) (2018 f. by Make Believe (GB)), ran a few times at 3 years, 2021.
She also has a 2021 filly by Inns of Court (IRE).

2nd Dam

MASAI QUEEN (IRE), unraced; Own sister to Mombassa (IRE);

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

CHANDLERY (IRE) (c. by Choisir (AUS)), won 3 races at 2 and 5 years at home and in Qatar and £60,135 including Vintage Stakes, Goodwood, **Gr.2**, placed twice including second in Superlative Stakes, Newmarket, **Gr.2**.

LAW QUEEN (IRE), won 3 races at 2 and 3 years abroad and placed 4 times.

TWILIGHT TANGO (GB), unraced; Own sister to TWIST AND TURN (GB);

dam of three winners from 4 runners and 8 living foals of racing age viz-

GWAIHIR (IRE), won 3 races at 2 and 3 years at home, in France and in U.S.A. including Critérium du Fonds Européen de l'Elevage, Deauville, **L.**, placed 9 times including second in Prix Thomas Bryon, Saint-Cloud, **Gr.3** and third in Hill Rise Stakes, Santa Anita, L. and Paradise Creek Stakes, Arlington.

Mombassa (IRE), won 4 races at 2, 4 and 7 years and placed 15 times including second in Blenheim Stakes, Curragh, L., Round Tower Stakes, Curragh, L., Belgrave Stakes, Curragh, L. and Knockaire Stakes, Leopardstown, L.

VENETIAN VIEW (IRE), won 5 races at 2 to 4 years at home and abroad and placed 6 times; also placed once over hurdles at 3 years.

Colomone Cross (IRE), ran a few times at 2 and 3 years; dam of a winner.

MUMS TIPPLE (IRE), 3 races at 2 and 4 years, 2021 including Lady Wulfruna Stakes, Wolverhampton, L., placed second in King Richard III Stakes, Leicester, L.

The next dam TWYLA, won 2 races at 2 years; Own sister to DEFECTING DANCER;

dam of four winners from 10 runners and 15 foals of racing age including-

TWIST AND TURN (GB), won 5 races at 2 to 4 years at home and in West Germany including Chester Vase, Chester, Gr.3, Feilden Stakes, Newmarket, L., Robert Pferdmenges-Rennen, Berlin-Hoppegarten, L., placed second in Gerling Preis, Cologne, Gr.2 and third in Royal Lodge Stakes, Ascot, Gr.2; sire.

MEATH (IRE), won 4 races at home and in Hong Kong including Gallinule Stakes, Curragh, **Gr.3**, placed 10 times including second in Amethyst Stakes, Leopardstown, **L.** and Leopardstown 2000 Guineas Trial, Leopardstown, **L.**

Dalcassian (IRE), won 1 race at 3 years and placed 3 times including third in Tetrarch

Stakes, Curragh, **Gr.3**; sire. Lileagh (IRE), placed 3 times at 2 and 3 years, from only 4 starts; dam of winners.

Hastalavistababy (CAN), winner in Canada, second in Fury Stakes, Woodbine, R. Twizzle (IRE), placed twice at 2 years, from only 3 starts; dam of winners.

SERPENT (NZ), won Lincoln Lodge New Zealand St Leger, Trentham, L. Bright Birdie (IRE), unraced; dam of a winner.

HORSE IN TRAINING, consigned by Ed Walker Racing



QUAYBIRD (IRE), unraced. Sold with pre-sale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

1st Dam

POCKET WATCH (GB), unraced;

dam of one winner from 4 runners and 5 living foals of racing age viz-

FOUR ON EIGHT (GB) (2013 g. by Lawman (FR)), won 4 races at home, in Germany and abroad and £19,755 and placed 8 times.

Rainbird (GB) (2017 f. by Oasis Dream (GB)), placed twice at 4 years, 2021 in Sweden. Pocket Spirit (GB) (2014 c. by Invincible Spírit (IRE)), placed twice at 3 years in Italy. Dreambird (IRE) (2018 f. by Oasis Dream (GB)), placed twice at 3 years, 2021. Quaybird (IRE) (2019 f. by New Bay (GB)), see above.

She also has a 2021 filly by New Bay (GB).

2nd Dam

DALI'S GREY (GB), won 1 race at 3 years in France; Own sister to DIAMILINA (FR) and DIAMONIXA (FR);

dam of six winners from 9 runners and 10 foals of racing age including-

BAUER (IRE) (g. by Halling (USA)), won 7 races at home and in Australia and £535,765 including Petstock Geelong Cup, Geelong, Gr.3, Chester Handicap, Chester, L., placed second in Melbourne Cup, Flemington, Gr.1 and third in Geelong Cup, Geelong, Gr.3.

BATIK (IRE), won 3 races at 3 and 4 years and £18,591 and placed once; dam of winners.

BEZIQUE (GB), 3 races at 2 and 3 years in Italy and £52,041 including Premio Seregno, Milan, L., Premio Repubbliche Marinare, Rome, L.; dam of KHALIDI (GB), 4 races at 2 and 3 years and £139,359 including Cocked Hat Stakes, Goodwood, L., Feilden Stakes, Newmarket, L., placed 6 times including second in King Edward VII Stakes, Ascot, Gr.2, Gordon Stakes, Goodwood, Gr.3.

SURREALISM (GB), won 2 races at 3 and 4 years at home and in France; dam of winners.

MOMAYYAZ (IRE), 4 races at 3 and 4 years at home, in France and in Germany and £71,269 including Prix Tantième, Chantilly, **L.**, Grosser Sparkassenpreis, Stadtsparkasse, Dusseldorf, **L.**, placed second in Prix Perth, Saint-Cloud, **Gr.3**.

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

Nathan Mnm (GB), 1 race at 2 years abroad and £10,213 and placed 3 times including second in Grosser Preis der BMW Niederlassung, Hannover, L.

3rd Dam

Diamonaka (FR), won 1 race at 3 years in France and placed second in Prix de Malleret, ParisLongchamp, Gr.2 and Prix de Royaumont, Saint-Cloud, Gr.3;

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

 DIAMILINA (FR), won 4 races at 3 years in France including Prix de Malleret, Saint-Cloud,
 Gr.2, Prix de la Nonette, Deauville, Gr.3, placed second in Prix Vermeille,
 ParisLongchamp, Gr.1; dam of winners.
 Diaghan (FR), 1 race in France, second in Prix de Condé, ParisLongchamp, Gr.3.
 DIALAFARA (FR), 1 race at 3 years in France; dam of CAPRI (IRE), Champion 3yr old stayer in Europe in 2017, 6 races including Irish Derby, Curragh, Gr.1, St Leger Stakes, Doncaster, Gr.1, Beresford Stakes, Curragh, Gr.2, Alleged Stakes, Naas,
 Gr.3: Sign PASSION (IRE), 2 races at 2 and 3 years 2020 including Stances Gr.3; sire, PASSION (IRE), 2 races at 2 and 3 years, 2020 including Stanerra Stakes, Naas, Gr.3, third in British Champions Fillies/Mares Stakes, Ascot, Gr.1, Irish Oaks, Curragh, Gr.1, Curragh Cup, Curragh, Gr.2, CYPRESS CREEK

(IRE), 2 races at 3 years including Loughbrown Stakes, Naas, Gr.3. DILAFARA (FR), 1 race at 3 years in France and placed once; dam of **Diyani (FR)**, 1 race at 3 years in France and placed third in Prix Ridgway, ParisLongchamp, **L.**

DIAMOND GREEN (FR), won 4 races at 2 and 5 years in France and in U.S.A. including Prix La Rochette, ParisLongchamp, **Gr.3**, placed second in St James's Palace Stakes, Ascot, Gr.1, Poule d'Essai des Poulains, ParisLongchamp, Gr.1; sire.

DIAMONIXA (FR), won 2 races in France including Prix Cleopatre, Saint-Cloud, Gr.3. Diyaraka (FR), won 2 races at 3 years in France and placed third in Prix Solitude, Saint-Cloud, L.; dam of a winner.

HORSE IN TRAINING, consigned by Prestige Place (M. Botti) the Property of a Partnership



ROCAMBOLE (GB), placed once at 2 years, 2020. Sold with pre-sale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

Highest BHA Rating 70 (Flat) Latest BHA Rating 69 (Flat) (prior to compilation) ALL WEATHER 4 runs 1 pl

1st Dam

SADAHARU (FR), unraced;

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

MARYWIL (GB) (2013 c. by Mawatheeg (USA)), won 6 races at 3 and 4 years in Italy and abroad and £16,400 and placed 3 times; also placed once over jumps at 4 years in Italy

Lethal Lover (GB) (2016 f. by Lethal Force (IRE)), placed twice at 2 and 3 years. Rocambole (GB) (2018 f. by Farhh (GB)), see above.

2nd Dam

Aunt Flo (IRE), won 5 races at 2 to 5 years at home and in France and £47,662 and placed 14 times including second in Charlotte Stakes, Newmarket, L., Empress Stakes, Newmarket, L., dam of **two winners** from 5 runners and 6 foals of racing age viz-

SAMSARA (SPA), won 7 races at 4 to 7 years abroad and £31,359.

SISTER FLO (FR), won 2 races at 3 and 4 years in France, placed 5 times; dam of a winner. BORCALINA (FR), 1 race over jumps at 4 years in France, £11,302 and placed 4 times.

3rd Dam

QUINSIGIMOND (GB), won 4 races at 3 years and placed 6 times;

dam of **nine winners** from 12 runners and 14 foals of racing age including- **CHESTER COUNTY (AUS)**, won 7 races in Australia including Razor Sharp Handicap, Randwick, L.

Aunt Flo (IRE), see above.

CHRISTMAS ISLAND (AUS), won 5 races in Australia.

ROY ROYALE (AUS), won 5 races in South Africa.

DAWN ALMIGHTY (AUS), won 1 race at 3 years in Australia; dam of winners.

RUUD AWAKENING (AUS), Champion 2yr old in New Zealand in 2012-13, won Haunui Fm. Diamond Sires' Produce Stakes, Ellerslie, Gr.1, Karaka Million Super Bonus Classique, Ellerslie, L.R., Seaton Park Wellesley Stakes, Trentham, L., placed second in IMG Counties Bowl, Avondale, L., Murdoch Newell Counties Challenge Stakes, Pukekohe Park, L. and third in Cambridge Jockey Club Breeders Stakes, Te Rapa, Gr.3.

First Dawn (AUS), winner in Australia and placed third in TB. Club Merson Cooper Stakes, Sandown, L.

Quintilla (AUS), ran in Australia; dam of a winner.

RUUD VAN SLAATS (NZ), won Cal Isuzu Gasmate Lady Norrie Stakes, Te Rapa,
Gr.2, NRM Auckland TB Breeders' Stakes, Pukekohe Park, Gr.2, placed second in
Auckland Thoroughbred Breeders' Stakes, Pukekohe Park, Gr.2 and third in
Walkato Draught Sprint, Te Rapa, Gr.1, First Sovereign Trust Telegraph Handica, Trentham, Gr.1 and Westbury Classic, Ellerslie, L.; dam of Savvan (NZ), winner in Australia and placed third in New Zealand Bloodstock Ethereal Stakes, Caulfield, Gr.3, Smashing (NZ), winner in New Zealand and placed third in Dixon & Dunlop MRC Lightning Handicap, Trentham, L. (twice), **Ocean's Fourteen (NZ)**, winner in Australia and placed second in Derby Trial Geelong Classic, Geelong, L.

The next dam QUILLOTERN (USA), ran a few times at 2 and 3 years;

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

HARBOUR DUES (GB), won 5 races at 3 and 4 years at home, in Denmark and in Sweden including Land Rover Stockholm Cup International, Taby, Gr.3, Scandinavian Open Championship, Copenhagen, L., second in Fred Archer Stakes, Newmarket, L. Fine Quill (GB), ran once at 3 years; grandam of **Hosli (TUR)**, winner abroad and placed

second in Celal Bayar Stakes, Veliefendi, L. and third in Mimar Sinan, Veliefendi, L.

HORSE IN TRAINING, consigned by Adrian Nicholls Racing the Property of a Gentleman

18 (WITH VAT)	Pride of Dubai (AUS)	Street Cry (IRE)	{ Machiavellian (USA) Helen Street
QUEEN OF YORK	Filde of Dubai (AOS)	Al Anood (AUS)	∫Danehill (USA) {Eljazzi
(IRE) March 29th, 2019	Short Affair (GB)	Singspiel (IRE)	In The Wings Glorious Song (CAN)
A Bay Filly	(2005)	L'Affaire Monique (GB)	(Machiavellian (HSA)

Has been seen to Wind-Suck.

QUEEN OF YORK (IRE), unraced. Sold with pre-sale veterinary certificate (Subject to reexamination) (see Conditions of Sale).

1st Dam

Short Affair (GB), won 2 races at 2 and 4 years at home and in Italy and £48,734 and placed 6 times including second in Premio Dormello, Milan, Gr.3, Premio Repubbliche Marinare -Tattersalls, Rome, L., fourth in Premio Seregno, Milan, L.; Own sister to Bon Spiel (GB);

dam of four winners from 6 runners and 7 foals of racing age viz-Rodaballo (GB) (2017 c. by Lope de Vega (IRE)), won 4 races at 3 and 4 years, 2021 abroad and £80,119 and placed 4 times including third in Prix Millkom, La Teste de

Buch, L., all his starts. FLEETING VISIT (GB) (2013 g. by Manduro (GER)), won 1 race at 2 years and £27,543 and placed 12 times; also won 3 races over hurdles to 2020 and £17,381 and placed 4 times. ROMP (GB) (2011 f. by Pivotal (GB)), won 1 race at 4 years in Italy and placed 5 times; dam

of a winner viz-HOT AFFAIR (GB), 2 races at 2 and 4 years, 2021 at home and in Qatar and £13,247. DUSTY BIN (GB) (2014 g. by Sepoy (AUS)), won 1 race at 2 years and placed twice. Calcutta Dream (IRE) (2018 g. by Iffraaj (GB)), placed once at 3 years, 2021. Queen of York (IRE) (2019 f. by Pride of Dubai (AUS)), see above.

She also has a 2020 filly by Starspangledbanner (AUS).

2nd Dam

L'AFFAIRE MONIQUE (GB), won 1 race at 3 years and placed once; Own sister to WHITEWATER AFFAIR (GB) and Rich Affair (GB);

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

Great Hall (GB) (g. by Halling (USA)), won 8 races and £144,408 and placed 15 times including third in Silver Cup Stakes, York, L. (twice).
 Bon Spiel (GB) (g. by Singspiel (IRE)), won 10 races in Germany and in Italy and £54,698

and placed 19 times including third in Quebec Stakes, Lingfield Park, L.

3rd Dam

MUCH TOO RISKY, won 2 races at 2 years and placed once; Own sister to Patience Camp; dam of twelve winners from 15 runners and 15 foals of racing age including-

WHITEWATER AFFAIR (GB), won 4 races at 3 and 4 years at home and in France including Prix de Pomone, Deauville, Gr.2, John Porter Stakes, Newbury, Gr.3, Lupe Stakes, Goodwood, L., placed second in Yorkshire Oaks, York, Gr.1; dam of winners.

VICTOIRE PISA (JPN), Champion 3yr old colt in Japan in 2010, Champion older horse in Japan in 2011, won Emirates Airline Dubai World Cup, Meydan, Gr.1, Arima Kinen, Nakayama, Gr.1, Satsuki Sho (2000 Guineas), Nakayama, Gr.1; sire.

ASAKUSA DEN'EN (GB), 8 races in Japan including Yasuda Kinen, Tokyo, Gr.1, Keio Hai Spring Cup, Tokyo, Gr.2, second in Yasuda Kinen, Tokyo, Gr.1; sire.

LITTLE ROCK (GB), won 6 races at home and in France including Princess of Wales' Stakes, Newmarket, Gr.2, Gordon Richards Stakes, Sandown Park, Gr.3, second in Princess of Wales' Stakes, Newmarket, Gr.2, third in Premio Roma, Rome, Gr.1; sire.

SHORT SKIRT (GB), won 4 races at 2 to 4 years including Musidora Stakes, York, Gr.3, St Simon Stakes, Newbury, **Gr.3**, Severals Stakes, Newmarket, **L.**, second in Yorkshire Oaks, York, **Gr.1** and third in Oaks Stakes, Epsom Downs, **Gr.1**; dam of winners.

VOLCANIC SKY (GB), 5 races at 3 to 6 years, 2021 at home and in U.A.E. including Nad Al Sheba Trophy, Meydan, Gr.3.

Minidress (GB), 1 race at 2 years and placed second in Height of Fashion Stakes, Goodwood, L.; dam of REBEL'S ROMANCE (IRE), 4 races at 2 and 3 years, 2021 at home and in U.A.E. including UAE Derby, Meydan, Gr.2, from only 5 starts. SEDUCTRESS (GB), won 3 races at 2 years including Chesterfield Stakes, Newmarket, L.

Rich Affair (GB), won 1 race at 3 years, third in Lady Godiva Fillies' Stakes, Yarmouth, L.; grandam of ROBE TISSAGE (JPN), Champion 2yr old filly in Japan in 2012, won Hanshin Juvenile Fillies Stakes, Hanshin, Gr.1 and Keeneland Cup, Sapporo, Gr.3.

HORSE IN TRAINING, consigned by Global Group Racing

19 (WITH VAT)	Lope de Vega (IRE)	Shamardal (USA)	Giant's Causeway (USA) Helsinki (GB)
THAKI (IRE)		Lady Vettori (GB)	∫Vettori (IRE) Lady Golconda (FR)
(2017) A Bay Gelding	Mickleberry (IRE)	Desert Style (IRE)	∫ Green Desert (USA) Organza
	(2004)	Miss Indigo (GB)	∫Indian Ridge ∖Monaiya

Has been heard to make a noise. Has had a soft palate operation.

THAKI (IRE), won 1 race at 4 years, 2021 and placed twice; Own brother to APLOMB (IRE). Sold with pre-sale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

Highest BHA Rating 57 (Flat) Latest BHA Rating 54 (Flat) (prior to compilation) 4 runs 2 pl £1,779

10 runs ALL WEATHER 1 win ST 6f 20v £5,088

1st Dam

MICKLEBERRY (IRE), won 1 race at 3 years and placed 5 times;

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

APLOMB (IRE) (2016 g. by Lope de Vega (IRE)), won 4 races at 2 to 4 years, 2020 and £62,556 and placed 7 times.

DESERT GIFT (IRE) (2014 f. by Dark Angel (IRE)), won 1 race at 4 years abroad and placed 3 times.

THAKI (IRE) (2017 g. by Lope de Vega (IRE)), see above. Sanfelice (IRE) (2019 f. by Acclamation (GB)), unraced to date.

She also has a 2021 colt by Acclamation (GB).

2nd Dam

MISS INDIGO (GB), placed once at 3 years;

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

ALHEBAYEB (IRE) (c. by Dark Angel (IRE)), won 2 races at 2 years and £68,822 including July Stakes, Newmarket, Gr.2, placed 5 times including second in Horris Hill Stakes, Newbury, Gr.3, Windsor Castle Stakes, Ascot, L. and third in Stubbs Stakes, Newmarket, L.; sire.

HUMIDOR (IRE) (g. by Camacho (GB)), won 9 races and £160,216 including Scarbrough Stakes, Doncaster, L., placed 18 times including third in Coral Charge Sprint, Sandown

SILVER MISSION (IRE), won 3 races at 2 and 3 years, 2020 at home and in Italy, £21,718.

BLUEBELL RIDGE (IRE), won 3 races at 3 and 4 years; dam of a winner.

AZMAAM (IRE), won 2 races at 2 and 7 years at home and in U.A.E. and £94,612. KEEP DANCING (IRE), won 1 race at 3 years and placed 5 times; dam of winners. WILTSHIRE LIFE (IRE), won 1 race at 3 years and placed 4 times; dam of winners.

MONAIYA, won 2 races at 3 years in France; Own sister to Mashoura (GB);

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

MUSETTA (IRE), won 3 races at 2 to 4 years including Pretty Polly Stakes, Newmarket, L., second in Scottish Classic, Ayr, Gr.3 and third in Ribblesdale Stakes, Ascot, Gr.2, Musidora Stakes, York, Gr.3 and Spreti-Rennen, Baden-Baden, Gr.3; dam of winners. CAPTAIN TIM (GB), won 15 races in France and in Italy.

The next dam MASSORAH (FR), Champion 3yr old sprinter in Italy in 1983, won 2 races at 3 years in France and in Italy including Premio Omenoni, Milan, Gr.3, placed second in Prix du Gros-Chêne, Chantilly, Gr.3 and third in Prix de Cagny, Deauville, L.;

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

VANDERLIN (GB), won 8 races at home and in Canada including Play the King Handicap, Woodbine, **Gr.2**, City of York Stakes, York, **L.**, Doncaster Mile, Lingfield Park, **L.**, placed second in Shadwell Turf Mile Stakes, Keeneland, **Gr.1**, Supreme Stakes, Goodwood, **Gr.3**, John of Gaunt Stakes, Haydock Park, **L.**, Fortune Stakes, Epsom Downs, **L.** and third in Fortune Stakes, Epsom Downs, **L.**, Leisure Stakes, Windsor, **L.**, Midsummer Stakes, Windsor, **L.**, (twice), On The House Stakes, Goodwood, **L.**

Sabah (GB), won 1 race at 3 years and placed third in Dick Hern Fillies Stakes, Bath, L.; dam of winners.

Mashoura (GB), won 1 race at 3 years in France and placed third in Prix Rose de Mai, Saint-Cloud, **Ĺ.**

MISS ORAH (GB), won 2 races at 2 and 4 years at home and in U.S.A.; dam of winners.

HORSE IN TRAINING, consigned by Diomed Stables (S. Williams) the Property of The Gill Brothers

20 (WITH 1/4 VAT)	Mukhadram (GB)	Shamardal (USA)	{ Giant's Causeway (USA) Helsinki (GB)
THE GILL		Magic Tree (UAE)	Timber Country (USA) Moyesii (USA)
BROTHERS (GB) (2016)	Si Belle (IRE)	Dalakhani (IRE)	∫ Darshaan L Daltawa (IRE)
À Grey Gelding	(2005)	Stunning (USA)	Nureyev (USA) Gorgeous (USA)

THE GILL BROTHERS (GB), won 2 races at 3 years and £25,651 and placed 5 times including second in Irish Lotto at totesport.com Handicap Stakes (Class 2), Chelmsford City and third in chelmsfordcityracecourse.com Handicap Stakes (Class 2), Chelmsford City. Sold with presale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

Highest BHA Rating 91 (Flat) Latest BHA Rating 80 (Flat) (prior to compilation) Highest BHA Rating 87 (AWT Flat) Latest BHA Rating 85 (AWT Flat) (prior to compilation)

£722 TURF 4 runs ALL WEATHER 11 runs 2 wins 5 pl £24,929 ST - SS 7f - 1m

1st Dam

Si Belle (IRE), won 2 races at 3 years and placed 4 times including second in Autohaus Jacob Fleischhauer Cup, Cologne, L.;

dam of four winners from 8 runners and 9 foals of racing age viz-

BETSALOTTIE (GB) (2013 g. by Aqlaam (GB)), won 4 races at 3 to 5 years and £22,503 and placed 19 times

GOLDEN GUEST (GB) (2014 g. by Bated Breath (GB)), won 4 races at 3 and 4 years and £22,080 and placed 11 times.

MIDNIGHT WILDE (GB) (2015 g. by Poet's Voice (GB)), won 2 races at 2 and 3 years and £39,034 and placed 7 times.

THE GILL BROTHERS (GB) (2016 g. by Mukhadram (GB)), see above.

Grand Proposal (GB) (2012 g. by Exceed And Excel (AUS)), placed 5 times at 2 years. Red Amapola (GB) (2018 f. by Marcel (IRE)), placed once at 3 years, 2021. (2019 c. by Farhh (GB)).

She also has a 2021 colt by Time Test (GB).

2nd Dam

STUNNING (USA), won 2 races at 2 and 3 years in France and £54,282 including Prix Imprudence, ParisLongchamp, L., placed second in Critérium de Maisons-Laffitte, Maisons-Laffitte, Gr.2, Prix Amandine, Deauville, L. and third in Prix Eclipse, Saint-Cloud, Gr.3;

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

Si Belle (IRE) (f. by Dalakhani (IRE)), see above.

3rd Dam

GORGEOUS (USA), won 8 races at 2 to 4 years in U.S.A. including Vanity Invitational Handicap, Hollywood Park, Gr.1, Ashland Stakes, Keeneland, Gr.1, Hollywood Oaks, Hollywood Park, Gr.1, La Canada Stakes, Santa Anita, Gr.2, Apple Blossom Handicap, Oaklawn Park, Gr.2, Santa Ysabel Stakes, Santa Anita, L.R., placed second in Spinster Stakes, Keeneland, Gr.1, Santa Margarita Invitational Handicap, Santa Anita, Gr.1, Mother Goose Stakes, Belmont Park, Gr.1 and Breeders' Cup Distaff, Gulfstream Park, Gr.1;

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

STUNNING (USA), see above.

Eximius (GB), won 3 races at 3 and 4 years in France and placed third in Prix Tantième, Fontainebleau, L.; dam of winners.

SARACH (USA), won Honeymoon Handicap, Hollywood Park, Gr.2.

ALL INCLUDED (USA), won Appleton Stakes, Gulfstream Park, Gr.3, placed second in Gulfstream Park Turf Handicap, Gulfstream Park, Gr.1.

DREAMBOAT (USA), won 1 race at 3 years; dam of winners.

MUSIC SHOW (IRE), 5 races at 2 and 3 years including Falmouth Stakes, Newmarket, Gr.1, Rockfel Stakes, Newmarket, Gr.2, Nell Gwyn Stakes, Newmarket, Gr.3, placed second in Prix Rothschild, Deauville, Gr.1 and third in Irish 1000 Guineas, Curragh, Gr.1 and Matron Stakes, Leopardstown, Gr.1.

GLASGOW'S GOLD (USA), won 1 race at 3 years in U.S.A.; dam of winners.

SWIFT TEMPER (USA), won Ruffian Handicap, Belmont Park, Gr.1.

Glamorous (USA), placed once at 3 years in U.S.A.; grandam of **GALAN DE CINE (ARG)**, won Clasico Otono, Hipodromo Argentino de Palermo, **Gr.2**.

HORSE IN TRAINING, consigned by Hetland Hill Stables (I. Jardine) the Property of The Strattonites

21 (WITH VAT)	Gutaifan (IRE)	Dark Angel (IRE)	Acclamation (GB) Midnight Angel (GB)
THE GLOAMING	Gutanan (INL)	Alikhlas (GB)	∫Lahib (USA) Mathaayl (USA)
(IRE) (2018)	On High (GB)	Exceed And Excel (AUS)	∫ Danehill (USA) ∫ Patrona (USA)
A Grey Filly	(2012)	Kirk (GB)	Selkirk (USA) Sancta

THE GLOAMING (IRE), won 1 race at 3 years, 2021. Sold with pre-sale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

Highest BHA Rating 65 (Flat) Latest BHA Rating 57 (Flat) (prior to compilation) £4,336 TURF 7 runs 1 win 5f 1y ALL WEATHER 4 runs £603

1st Dam

ON HIGH (GB), placed once at 2 years;

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

THE GLOAMING (IRE) (2018 f. by Gutaifan (IRE)), see above. Champagne Angel (IRE) (2017 f. by Dark Angel (IRE)), placed once at 2 years. Run Silver Run (IRE) (2019 c. by Gutaifan (IRE)), unraced to date.

She also has a 2020 colt by El Kabeir (USA).

2nd Dam

KIRK (GB), won 1 race at 3 years and placed twice;

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

Natalie Jane (IRE) (f. by Giant's Causeway (USA)), won 6 races at 2, 3 and 5 years at home and in Kingdom of Saudi Arabia and £59,071, placed second in Chalice Stakes, Newbury, L. and third in Lancashire Oaks, Haydock Park, Gr.2; dam of winners.

Musical Magic (GB), placed 4 times at 3 years; dam of winners.

PAISLEY PARK (NZ), won Kaimai Stakes, Matamata, L.

SANCTA, won 3 races at 3 years and placed 3 times;

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

Wolsey (USA), won 5 races at 2 and 3 years and placed second in Bay Meadows Derby, Bay Meadows, Gr.3 and Glorious Stakes, Goodwood, L.

Carmelite House (USA), won 3 races at 2 and 3 years and placed fourth in Prix Eugène Adam, Saint-Cloud, Gr.2; sire.

Sarsina, ran 3 times at 2 years; dam of winners.

CAMICIA (GB), 3 races at 2 and 4 years at home and in Australia; dam of Cashkalani (AUS), winner in Australia, second in Feltex Queen Adelaide Stakes, Victoria Park, L.; grandam of LI'L KONTRA (AUS), won M&J National Stakes, Morphettville, Gr.3 and AAMI Dequetteville Stakes, Morphettville, L., Cashed (AUS), winner in Australia and placed second in Mitsubishi Electric Schillaci Stakes, Caulfield, Gr.2. Isca (GB), ran a few times at 2 and 3 years; dam of **SONDA (IRE)**, 6 races at 2 and 3 years in Italy including Premio Dormello, Milan, Gr.3, Premio Torricola, Rome, L.

The next dam **SOFT ANGELS**, Champion 2-y-o filly in England in 1965, **won** 2 races at 2 years viz Royal Lodge Stakes, Ascot, Princess Margaret Stakes, Ascot;

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

Dulcet, won 2 races at 2 and 3 years and placed second in Prince of Wales Stakes, York.

Doubly Sure, placed once at 3 years; dam of winners

KRIS, Champion 3yr old miler in England in 1979, Champion older miler in Europe in 1980, 14 races at 2 to 4 years including Sussex Stakes, Goodwood, **Gr.1**, Lockinge Stakes, Newbury, **Gr.2**, St James's Palace Stakes, Ascot, **Gr.2**, Queen Elizabeth II Stakes, Ascot, **Gr.2**, second in 2000 Guineas, Newmarket, **Gr.1**; champion sire.

DIESIS, Champion 2yr old in Europe in 1982, 3 races at 2 years including Middle Park Stakes, Newmarket, Gr.1 and Dewhurst Stakes, Newmarket, Gr.1; sire.

RUDIMENTARY (USA), won Sandown Mile, Sandown Park, Gr.2, Main Reef Stakes,

Newmarket, L., placed second in Premio Vittorio di Capua, Milan, Gr.1; sire. **KEEN**, 2 races at 2 and 3 years including Easter Stakes, Kempton Park, L., placed second in St James's Palace Stakes, Ascot, Gr.2; sire.

Presidium, winner and placed second in Mill Reef Stakes, Newbury, **Gr.2**; sire.

Pris, unraced; dam of PERPENDICULAR (GB), won Prince of Wales's Stakes, Ascot,

22 (WITH VAT)	Teofilo (IRE)	Galileo (IRE)	Sadler's Wells (USA) Urban Sea (USA)
AUSTRIANA (IRE)		Speirbhean (IRE)	∫ Danehill (USA) Saviour (USA)
(2018) A Bay Filly	Flute Enchante (FR)	One Cool Cat (USA)	Storm Cat (USA) Tacha (USA)
	(2010)	Indian Jewel (GER)	∫ Local Suitor (USA) Indian Pearl (GER)

AUSTRIANA (IRE), ran a few times at 3 years, 2021. Sold with pre-sale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

Highest BHA Rating 64 (Flat) Latest BHA Rating 60 (Flat) (prior to compilation) 3 runs £571

ALL WEATHER 1 run £300

1st Dam

FLUTE ENCHANTE (FR), won 2 races at 3 and 4 years in France, £26,839 and placed 6 times; dam of 2 runners from 4 foals of racing age viz-

Floris Van Lips (IRE) (2016 f. by Rip Van Winkle (IRE)), placed 5 times at 3 years in Germany. Austriana (IRE) (2018 f. by Teofilo (IRE)), see above.

Bramham (IRE) (2019 c. by Ribchester (IRE)), unraced to date.

She also has a 2020 colt by Teofilo (IRE).

INDIAN JEWEL (GER), won 2 races at 2 and 3 years in Germany and £10,006; dam of seven winners from 10 runners and 12 foals of racing age including-

INDIAN BREEZE (GER) (f. by Monsun (GER)), won 2 races at 3 years in Germany and £24,894 including P. Baden-Badener Hotellerie & Gastronmie, Baden-Baden, L., placed

4 times including second in Hanshin-Cup, Hamburg, L., dam of winners.

INDIAN EAGLE (GER), 5 races at 3 and 4 years in France, in Germany and in Italy and £59,384 including Premio Roma Vecchia, Rome, L., placed 3 times.

IRULAN (IRE) (g. by Monsun (GER)), won 8 races in France and in Germany and £77,473 including Jean Harzheim Rennen, Cologne, L., placed 12 times including third in Grand Prix de Compiègne, Compiegne, L.

Indigo Girl (GER) (f. by Sternkoenig (IRE)), won 1 race at 3 years in Germany and £25,171 and placed once viz third in prerdewetten de Preis der Diana (Oaks), Hamburg,

Gr.1, all her starts; dam of winners.

IVANHOWE (GER)/OUR IVANHOWE (GER), Jt Champion older horse in Germany in 2014, won Longines Grosser Preis von Baden, Baden-Baden, Gr.1, Pastorius Grosser Preis von Bayern, Munich, Gr.1, Ranvet Rawson Stakes, Rosehill, Gr.1, Hardy Brothers Doomben Cup, Doomben, **Gr.1**, Gerling Preis, Cologne, **Gr.2**, Oppenheim Union-Rennen, Cologne, **Gr.2**, placed second in The Bart Cummings Handicap, Flemington, **Gr.3** and third in BMW Caulfield Cup, Caulfield, **Gr.1**; sire.

Iolith (GER) (g. by Monsun (GER)), won 3 races at 3 and 4 years in France and in Germany and £48,257, placed 4 times including second in G.P. der Landeshauptstadt Dusseldorf, Dusseldorf, **Gr.3** and Preis des Casino Baden-Baden, Baden-Baden, **L.**

Indianapolis (GER), placed twice at 3 years abroad; dam of winners. Ice Cool (FR), winner in France, placed third in Prix Thomas Bryon, Saint-Cloud,

Indyca (GER), unraced; dam of Indyco (FR), 3 races at 3 and 5 years, 2020 in France and £108,451 and placed 11 times including second in Prix Luthier, Deauville, L. Intaglia (GER), unraced; dam of winners.

STORMFLY (IRE), 3 races at 2 and 3 years and £62,799 including Leopardstown 1000 Guineas Trial, Leopardstown, Gr.3, placed third in Derrinstown Stud 1000 Guineas Trial, Leopardstown, Gr.3 and Naas Juvenile Sprint Stakes, Naas, L.

IBERICA (IRE), 1 race at 3 years in Germany; dam of Zelandia (FR), 2 races at 3 vears, 2021 in Italy and £18.036, placed second in Premio Mario Incisa, Milan, L.

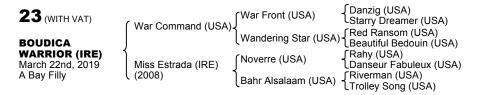
3rd Dam

INDIAN PEARL (GER), Jt Champion 3yr old filly in Germany in 1978, won 5 races in West Germany including G. P. der International Harvester, Neuss, Gr.3, Ford Hentschel-Pokal-Deutscher, Hannover, Gr.3, Nereide-Rennen, Gelsenkirchen-Horst, L., Gontard-Rennen, Baden-Baden, L., placed second in Preis der Diana, Mulheim, Gr.2;

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

INDIAN NIGHT (GER), won 1 race in West Germany; dam of winners.
Indian Ruby (GER), 2 races at 2 and 4 years in Germany and placed second in Oppenheim Colonia Union-Rennen, Cologne, Gr.2.

HORSE IN TRAINING, consigned by Brickfield Equine



BOUDICA WARRIOR (IRE), unraced. Sold with pre-sale veterinary certificate (Subject to reexamination) (see Conditions of Sale).

1st Dam

MISS ESTRADA (IRE), placed twice at 2 and 3 years;

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

ROCK WINGS (IRE) (2015 c. by Rock of Gibraltar (IRE)), won 2 races at 3 years in Italy and £11,979 and placed 5 times.

Boudica Warrior (IRE) (2019 f. by War Command (USA)), see above. She also has a 2020 filly by Decorated Knight (GB).

2nd Dam

BAHR ALSALAAM (USA), ran once at 3 years; dam of **one winner** from 5 runners and 5 foals of racing age viz-

RAYHANI (USA), won 4 races and £30,897 and placed 7 times.

TROLLEY SONG (USA), won 1 race at 4 years in U.S.A.; Own sister to GOLDSPELL (USA);

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

UNBRIDLED'S SONG (USA), won 5 races at 2 to 4 years in U.S.A. including Florida Derby, Gulfstream Park, Gr.1, Breeders' Cup Juvenile, Belmont Park, Gr.1, Wood Memorial Stakes, Aqueduct, Gr.2, Olympic Handicap, Gulfstream Park, L., placed second in Hutcheson Stakes, Gulfstream Park, Gr.2, Fountain of Youth Stakes, Gulfstream Park, Gr.2 and Peter Pan Stakes, Belmont Park, Gr.2; champion sire.

ASIAN METEOR (USA), won 4 races at 3 and 4 years in Japan; dam of winners.

D'ACCORD (JPN), won Niigata Daishoten, Niigata, Gr.3, Andromeda Stakes, Kyoto, L.

Le Sucre (IBN), winner in Japan, and placed third in Chumichi Scorte She Eslese.

Le Sucre (JPN), winner in Japan and placed third in Chunichi Sports Sho Falcon Stakes, Chukyo, Gr.3; dam of BLANC BONHEUR (JPN), won Keeneland Cup, Sapporo, **Gr.3**, Hakodate Nisai Stakes, Hakodate, **Gr.3**, placed third in Hanshin Juvenile Fillies Stakes, Hanshin, **Gr.1**, **BIEN FAIT (JPN)**, won Hakodate Sprint Stakes, Sapporo, Gr.3, Halsodate Nisai Stakes, Hakodate, Gr.3 and Aoi Stakes, Kyoto, L., ENTSCHEIDEN (JPN), won Azuchijo Stakes, Kyoto, L.

BELLS ARE RINGING (USA), won 1 race at 2 years and placed twice; dam of winners.

BALLAGH ROCKS (USA), won Poker Stakes, Belmont Park, Gr.3, Lure Stakes,

Saratoga, L.R., second in Maker's 46 Mile Stakes, Keeneland, Gr.1 and third in Shadwell Turf Mile, Keeneland, Gr.1 and Fourstardave Handicap, Saratoga, Gr.1.

EH CUMPARI (USA), won Palm Beach Stakes, Gulfstream Park, Gr.3.

ABBY ROAD (IRE), 2 races at 2 years including St Hugh's Stakes, Newbury, L.; grandam of HOT TEAM (IRE), 3 races at 2 and 5 years, 2021 at home and in France including Grand Critérium de Bordeaux, L., Takeko (IRE), 2 races at 3 years, 2021 in Norway and placed third in Lanwades Stud Stakes, Ovrevol, L.

Sea Song's Grace (USA), placed once in U.S.A.; dam of EYE OF A JEDI (USA), won Ghostzapper Stakes, Gulfstream Park, Gr.3.

Meine Cosmos (IRE), placed 3 times in Japan; grandam of FARAWAY KITTEN (USA), won American Derby, Arlington, Gr.3 and Mystic Lake Derby, Canterbury Downs, L.

The next dam **LUCKY SPELL (USA)**, **won** 12 races at 2 to 5 years in U.S.A. including Las Palmas Handicap, Oak Tree, **Gr.3**, Princess Stakes, Hollywood Park, **Gr.3**;

dam of eight winners from 12 runners and 14 foals of racing age including-MERLINS CHARM (USA), won 2 races at 2 and 3 years including Jersey Stakes, Ascot,

Gr.3, placed second in Nell Gwyn Stakes, Newmarket, Gr.3; dam of winners.
GOLDSPELL (USA), won 5 races at 3 and 5 years in U.S.A. including Torrey Pines Stakes, Del Mar, placed third in Linda Vista Handicap, Oak Tree, Gr.3; dam of winners.

BASHFUL CHARMER (USA), won Palatine Breeders' Cup Stakes, Arlington. LOVETHESPELL (USA), winner in U.S.A.; dam of COOL SPELL (USA), won Gasparilla Stakes, Tampa Bay, second in La Troienne Stakes, Churchill Downs, Gr.3.

LUCKY SOPH (USA), won 1 race at 3 years and placed 3 times; dam of winners.

24 (WITH VAT)	Kodi Bear (IRE)	∫ Kodiac (GB)	
DANSING BEAR		Hawattef (IRE)	∫ Mujtahid (USA) Madary (CAN)
(IRE) (2018)	Atlas Silk (GB)	Dansili (GB)	∫ Danehill (USA) L Hasili (IRE)
A Bay Gelding	(2006)	Marani (GB)	Ashkalani (IRE) Aquamarine (GB)

DANSING BEAR (IRE), won 1 race at 3 years, 2021. Sold with pre-sale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

Highest BHA Rating 68 (Flat) Latest BHA Rating 65 (Flat) (prior to compilation)

TURF 1 run £300 ALL WEATHER 5 runs 1 win ST £2,582 1m 4f 51y

1st Dam

ATLAS SILK (GB), won 1 race at 3 years in France and £16,209 and placed once;

dam of four winners from 5 runners and 7 foals of racing age viz-

ATOMIC FORCE (IRE) (2019 g. by Cotai Glory (GB)), won 3 races at 2 years, 2021 at home and in France and £108,169 including Prix Robert Papin, Chantilly, Gr.2, Prix du Bois, Chantilly, Gr.3, placed once, all his starts.

WILSON'S RUBY (IRE) (2013 g. by Lilbourne Lad (IRE)), won 5 races at 2 to 7 years, 2020 at home, in Germany and abroad and £25,989 and placed 20 times.

INEXORABLE TIDE (IRE) (2012 g. by Verglas (IRE)), won 2 races at 3 years, placed twice. DANSING BEAR (IRE) (2018 g. by Kodi Bear (IRE)), see above.

MARANI (GB), won 2 races at 3 and 4 years and £32,160 including Aphrodite Stakes, Newmarket, L., placed once viz third in Ribblesdale Stakes, Ascot, Gr.2;

dam of two winners from 3 runners and 4 foals of racing age including-MEMORANDUM (GB), won 1 race at 2 years and placed twice.

AQUAMARINE (GB), won 1 race at 3 years viz Cheshire Oaks, Chester, L.; dam of six winners from 9 runners and 12 living foals of racing age including-MARANI (GB), see above.

AQUARELLE (GB), won 1 race at 2 years in France and placed twice; dam of winners.

COASTLINE (GB), 3 races in France; dam of Pain Perdu (FR), 9 races in France and in Germany and placed second in Prix La Force, ParisLongchamp, Gr.3, Prix François Mathet, Saint-Cloud, L. and third in Prix du Jockey Club, Chantilly, Gr.1.

Mixture (GB), unraced; dam of winners.

ROYAL DOLOIS (FR), 10 races in France including Grand Prix du Nord, Le Croise-Laroche, L., Prix Le Fabuleux, Maisons-Laffitte, L., Grand Prix du Lion d'Angers, Le Lion-d'Angers, L., placed third in G.P. du Departement 06, Cagnes-Sur-Mer, L. (twice) and Grand Prix de la Ville de Craon-Mayenne, Craon, L.

Mirageleve (FR), placed 3 times at 2 to 4 years in France including third in Prix des Reves d'Or, Vichy, L.

Aquatint (GB), unraced; dam of winners.

Kaptain Kirkup (IRE), 5 races at 2, 3 and 5 years at home and in New Zealand, second in Two Year Old Trophy, Redcar, L., AG and Turf Sprint FC Johnstone Handicap, Te Rapa, L. and third in Chainey's Panasonic Levin Stakes, Otaki, L.

The next dam GREEN ROCK (FR), won 2 races at 3 years; Own sister to GREEN REEF; dam of **five winners** from 5 runners and 6 living foals of racing age including-

TOULON (GB). Champion 3vr old stayer in Europe in 1991, won 5 races at 2, 3 and 5 years at home, in France and in U.S.A. including St Leger Stakes, Doncaster, **Gr.1**, Prix Maurice de Nieuil, Maisons-Laffitte, Gr.2, Chester Vase, Chester, Gr.3, Jim Murray Handicap, Hollywood Park, L., placed third in Jockey Club Stakes, Newmarket, Gr.2 and Prix Greffulhe, ParisLongchamp, **Gr.2**; sire. **AQUAMARINE** (**GB**), see above. *MOSS* (*GB*), won 1 race at 3 years in France and placed twice; dam of winners.

MOSSY MOOR (GB), 1 race at 3 years; dam of Reservoir (CAN), winner in Canada and placed third in Breeders' Stakes, Woodbine, L.R.; grandam of Garavogue Colleen (CAN), winner in Canada and placed second in Ontario Lassie Stakes, Woodbine, R. and third in Mazarine Stakes, Woodbine, Gr.3, Crumlin Queen (CAN), winner in Canada, placed second in Eternal Search Stakes, Woodbine, R.

HORSE IN TRAINING, consigned by Woodway Stables (Miss E. Johnson Houghton) the Property of a Gentleman

-		
cclamation (GB)	Royal Applause (GB)	
	Princess Athena	Ahonoora

DAYEM (IRE) February 23rd, 2019 A Bay Colt

25 (WITH VAT)

Slovak (IRE)

Iffraaj (GB) Bratislava (GB) Shopping Wise Zafonic (USA) Pastorale (GB) ∫ Dr Fong (ÙSA) Balladonia (GB)

DAYEM (IRE), placed twice at 2 years, 2021.

Highest BHA Rating 73 (Flat) Latest BHA Rating 72 (Flat) (prior to compilation) TURF 3 runs 2 pl £2.190

ALL WEATHER 1 run

1st Dam

SLOVAK (IRE), won 3 races at 3 and 4 years and £14,310 and placed 7 times;

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

Dayem (IRE) (2019 c. by Acclamation (GB)), see above.

Queen Aurora (IRE) (2018 f. by Acclamation (GB)), placed once at 2 years, 2020 in Italy, also fourth in Premio Alessandro Perrone, Rome, L., all her starts. She also has a 2020 colt by Kodi Bear (IRE).

2nd Dam

BRATISLAVA (GB), ran a few times at 2 and 3 years;

BRATISLAVA (GB), ran a few times at 2 and 3 years; dam of **eight winners** from 9 runners and 11 foals of racing age including-**KATLA (IRE)** (f. by Majestic Missile (IRE)), won 4 races at 2 to 4 years and £147,333 including Sweet Mimosa Stakes, Naas, L., Rockingham Stakes, York, L., Waterford Testimonial Stakes, Curragh, L., placed 12 times including second in Blenheim Stakes, Curragh, L., Belgrave Stakes, Fairyhouse, L., Cork Stakes, Cork, L. and third in Critérium de Maisons-Laffitte, Maisons-Laffitte, Gr.2, Sapphire Stakes, Curragh, Gr.3, Woodlands Stakes, Naas, L. and Cork Stakes, Cork, L.; dam of winners.

MR EXCELLENCY (IRE), 4 races at 2 and 3 years, 2021 and £20,406 and placed twice. **Rapid Reaction (IRE)** (f. by Shamardal (USA)), won 2 races at 3 years and £73,483 and placed 8 times including second in Abergwaun Stakes, Tipperary, L., Sole Power Sprint Stakes, Naas, L. and third in Sapphire Stakes, Curragh, **Gr.2**.

INVINCIBLE KARMA (IRE), won 3 races at 2, 3 and 5 years, 2020/21 at home and in Australia and £63,012 and placed 12 times.

EAGLEFIELD (IRE), won 1 race at 3 years, 2021 and £10.647 and placed twice, all his starts.

EAGLEFIELD (IRE), won 1 race at 3 years, 2021 and £10,647 and placed twice, all his starts.

TAWAYNA (IRE), won 1 race at 2 years and placed once; dam of winners. TASHGHEEL (IRE), 1 race at 3 years, 2021 and £10,189 and placed once.

CORNMAN (IRE), 1 race at 2 years, 2021, from only 2 starts.

Balladonia (GB), won 1 race at 3 years and placed second in Hoppings Stakes, Newcastle, L. and third in Hoppings Stakes, Newcastle, L.;

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

WOOTTON BASSETT (GB), Champion 2yo colt in France in 2010, won 5 races at 2 years at home and in France including Prix Jean-Luc Lagardère, ParisLongchamp, Gr.1; sire. **Mister Hardy (GB)**, won 7 races at 2 to 5 years, placed third in Winkfield Stakes, Ascot, **L.** *RELATED (GB)*, won 8 races and placed 24 times.

ZAAL (GB), won 6 races at 2, 3 and 7 years at home and in Hong Kong and placed 7 times. MISTER LAUREL (GB), won 4 races at 2 to 4 years and placed 3 times.

PRETTY PRIMO (IRE), won 1 race at 3 years; dam of winners.

Kitty Marion (GB), 4 races at 4 and 5 years, 2021 in France and abroad and placed second in Premio Certosa, Milan, L.

The next dam SUSQUEHANNA DAYS (USA), won 2 races at 3 years and placed 4 times; dam of six winners from 11 runners and 12 living foals of racing age including-

Tioga (GB), won 1 race at 2 years, second in Washington Singer Stakes, Newbury, L. Annie The Doc (GB), placed 4 times at 2 and 3 years; dam of winners.

LIDA (IRE), 4 races in France including Prix Cérès, Fontainebleau, L., Prix Maurice Zilber, ParisLongchamp, L., third in Premio Elena e Sergio Cumani, Milan, Gr.3. BIRAAJ (IRE), 3 races in France including Prix Zeddaan, Fontainebleau, L.; sire.

Tintac (GB), placed once at 4 years; dam of winners.

QUEBEE (GB), 4 races at 3 years including Fortune Stakes, Sandown Park, L.

HORSE IN TRAINING, consigned by Park Lodge Stables (H. Eustace) the Property of Dunchurch Lodge Stud

February 3rd, 2019 A Bay Filly	Time Crystal (IRE) (2000)	Sadler's Wells (USA) State Crystal (IRE)	Northern Dancer Fairy Bridge (USA) High Estate Crystal Spray
TIMES TWO (GB)	Time rest (GB)	Passage of Time (GB)	∫Dansili (GB) Clepsydra (GB)
26 (WITH VAT)	Time Test (GB)	Dubawi (IRE)	Dubai Millennium (GB) Zomaradah (GB)

GBB (100%)

TIMES TWO (GB), ran once at 2 years, 2021.

TURF 1 run

1st Dam

TIME CRYSTAL (IRE), won 1 race at 3 years and placed twice, from only 4 starts;

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

SPARKLING PORTRAIT (GB) (2009 c. by Excellent Art (GB)), won 4 races at 2 and 3 years and £42,381 including Glasgow Stakes, Hamilton Park, L., placed twice, died at 4.

Bedouin's Story (GB) (2015 g. by Farhh (GB)), won 5 races at 3, 4 and 6 years, 2021 at home and in U.A.E. and £121,935 and placed 6 times including second in Dubai Millennium Stakes, Meydan, Gr.3.

Start Right (GB) (2007 g. by Footstepsinthesand (GB)), won 3 races at 2 and 3 years and £197,209, placed 22 times including third in Abu Dhabi Championship, Abu Dhabi, Gr.3. HARBOUR A SECRET (GB) (2014 g. by Harbour Watch (IRE)), won 6 races at 3 to 6 years,

2020 in Italy and £54,116 and placed 19 times.

LOVING YOUR WORK (GB) (2011 g. by Royal Applause (GB)), won 4 races and £26,189 and placed 19 times.

SPARRING PARTNER (IRE) (2005 q. by Rock of Gibraltar (IRE)), won 1 race at 6 years and placed 8 times

HARSTON (GB) (2018 f. by Harzand (IRE)), won 1 race at 3 years, 2021 and placed once. Times Two (GB) (2019 f. by Time Test (GB)), see above.

Valentine Glory (GB) (2013 f. by Kyllachy (GB)), unraced; dam of 2 winners vizSENDACARD (GB), 1 race at 4 years, 2021 and placed twice.

QUARANTINI (GB), 1 race at 3 years, 2021 and placed once.

2nd Dam

STATE CRYSTAL (IRE), won 2 races at 2 and 3 years and £76,856 including Lancashire Oaks, Haydock Park, Gr.3, placed second in Sun Chariot Stakes, Newmarket, Gr.2 and third in Yorkshire Oaks, York, Gr.1 and Prix Vermeille, ParisLongchamp, Gr.1;

dam of **nine winners** from 14 runners and 15 foals of racing age including- **Crystal Curling (IRE)** (f. by Peintre Celebre (USA)), won 1 race at 2 years and £14,394 and placed 3 times including third in Cheshire Oaks, Chester, **L.**; grandam of **ROYAL** CRYSTAL (IND), won The Golconda Derby, Hyderabad, L.

TRUE CRYSTAL (IRE), won 1 race at 3 years and placed once; dam of winners.

LIBRAN (IRE), 9 races at 3 to 6 years at home and in Australia and £741,432 including Chairman's Handicap, Randwick, Gr.2, Kingston Town Stakes, Randwick, Gr.3, N E Manion Cup, Rosehill, Gr.3, placed second in Sydney Cup, Randwick, Gr.1.

NO TRUTH (IRE), won 1 race at 3 years; dam of winners.

Aljady (FR), 7 races to 2020 and £76,449, second in Rous Stakes, Nottingham, L.

Top Crystal (IRE), ran once at 3 years; dam of winners.

THREE ROCKS (IRE), 5 races at 3 and 4 years and £129,215 including Minstrel Stakes, Curragh, Gr.3, placed 6 times.

Opera Aida (IRE), ran in U.S.A. at 4 years; dam of winners.

OLGA PREKRASA (USA), 1 race at 3 years in France; dam of ZELZAL (FR), won Prix Jean Prat, Chantilly, Gr.1, Prix Paul de Moussac, Chantilly, Gr.3, placed third in Prix du Moulin de Longchamp, Chantilly, Gr.1; sire, IBIZA (FR), 2 races at 3 years in France and £59,829 including Prix Chloé, Chantilly, Gr.3, placed twice.

3rd Dam

CRYSTAL SPRAY, won 1 race at 4 years and placed 5 times;

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

CRYSTAL MUSIC (USA), won 3 races at 2 years including Fillies' Mile, Ascot, Gr.1, placed second in Coronation Stakes, Ascot, Gr.1 and Irish 1000 Guineas, Curragh, Gr.1; dam of winners

SOLAR CRYSTAL (IRE), won 2 races at 2 years including May Hill Stakes, Doncaster, Gr.3, placed third in Prix Marcel Boussac, ParisLongchamp, Gr.1; dam of winners.

One Breeding Right to TIME TEST (GB)

27 (With VAT)	∫ Dubawi (IRE)	∫Dubai Millennium (GE	S) Seeking The Gold (USA) Colorado Dancer
TIME TEST (GB)	Dubawi (IRE)	Zomaradah (GB)	∫Deploy \Jawaher (IRE)
(2012) A Bay Horse	Passage of Time (GB)	Dansili (GB)	∫Danehill (ÙSÁ) ∖Hasili (IRE)
•	(2004)	Clepsydra (GB)	Sadler's Wells (USA) Quandary (USA)

Stallion's Race Record: **won** 6 races at 2 to 4 years and £606,032 including York Stakes, York, **Gr.2**, Joel Stakes, Newmarket, **Gr.2**, Tercentenary Stakes, Ascot, **Gr.3**, Brigadier Gerard Stakes, Sandown Park, **Gr.3**, Al Zubarah London Gold Cup (Handicap) (Class 2), Newbury, placed 7 times including second in Fourstardave Handicap, Saratoga, **Gr.1**, Woodford Reserve Manhattan Stakes, Belmont Park, **Gr.1**, Fort Marcy Stakes, Belmont Park, **Gr.3**, third in Eclipse Stakes, Sandown Park, **Gr.1** and fourth in Juddmonte International Stakes, York, **Gr.1**; sire

Retired to Stud in 2018, and sire of the winners of 11 races, and £121,314; including ROCCHIGIANI (GB) (El Corredor (USA), Zukunfts Rennen, Gr.3), ROMANTIC TIME (GB) (Sir Percy (GB), Dick Poole Stakes, Gr.3), TARDIS (GB) (Equiano (FR), St Hugh's Stakes, L), Sunset Shiraz (IRE) (Shirocco (GER), 2nd Debutante Stakes, Gr.2), The King's Horses (GB) (Kheleyf (USA), 3rd Premio Primi Passi, Gr.3), JUSTICE PROTECOL (GB) (Red Ransom (USA)), TURN BACK TIME (GB) (Hurricane Run (IRE)).

SPECIAL NOTICE

The Breeding Right that is being sold is as described in the Breeding Right agreement and the deed of novation that will transfer the Breeding Right to the Purchaser. A summary of the Breeding Right is set out below for information only. The successful Purchaser must sign a deed of novation to acquire the Breeding Right and within that document it must confirm that it has relied exclusively upon its own appraisals, examinations and inspections and/or those carried out by third parties on its behalf in respect of its purchase of the Breeding Right. Any prospective purchaser is strongly recommended to read the Breeding Right agreement and the deed of novation and take its own legal advice before making a bid.

- 1. The Breeding Right will confer upon the Purchaser an entitlement to have one mare approved by The National Stud serviced by the Stallion in each Northern Hemisphere breeding season while the Stallion stands at The National Stud.
- The Breeding Right shall not entitle the Purchaser to participate in the management and/or control of the Stallion or in any other benefit of ownership other than those outlined above. Furthermore, the Purchaser shall have no obligation as regards to cost of maintaining Stallion as a result of this agreement.
- It shall be for the Purchaser to insure the Breeding Right to such value and against such risks as the Buyer sees it.
- 4. Any nomination will be subject to the terms of The National Stud's Yearly Nomination Form (a copy of which is available on request).
- 5. If the Purchaser decides in any year to sell his nomination he must ensure the notification to The National Stud is made in accordance with the Breeding Right Agreement.
- The Stallion Owner has pre-emption rights in respect of any sale of the Breeding Right.
- 7. The Stallion Owner shall be entitled to sell the Stallion at any time without any liability to the Purchaser save that if the Stallion should be sold for more than £2,000,000GBP the Breeding Right Holder shall receive the sum of 0.5% of the net proceeds of sale over and above £2,000,000GBP.
- 8. The Breeding Right agreement and the deed of novation is available upon request by email to tattersalls.com
- 9. For further enquiries, please contact The National Stud at stallions@nationalstud.co.uk
- The breeding right is sold with UK VAT.

HORSE OUT OF TRAINING, the Property of Christopher Pettitt

28 (NON VAT)	(Free Forle (IDF)	High Chaparral (IRE)	Sadler's Wells (USA) Kasora (IRE) Danehill (USA) Trusted Partner (USA)
A BAY FILLY (GB)	Free Eagle (IRE)	Polished Gem (IRE)	
Foaled February 27th, 2019	Sidle (IRE)	Lawman (FR)	Invincible Spirit (IRE) Laramie (USA)
•	(2013)	Slink (GB)	∫ Selkirk (ÙSA) Ó Masskana (IRE)

1st Dam

SIDLE (IRE), unraced;

dam of one winner from 1 runner and 3 foals of racing age viz-

SLITHER (GB) (2018 f. by Pivotal (GB)), won 2 races at 3 years, 2021 in Kingdom of Saudi Arabia and £17,144 and placed once.

She also has a 2020 filly by Nathaniel (IRE).

2nd Dam

SLINK (GB), unraced; Own sister to SULK (IRE);

dam of **five winners** from 6 runners and 10 foals of racing age including-

BYE BYE BIRDIE (IRE) (f. by Oasis Dream (GB)), won 2 races at 2 years and £44,888 including Balanchine Stakes, Curragh, **Gr.3**, placed twice; dam of winners. **DELPHI (IRE)**, 4 races at 3 years, 2020 and £76,559 including Ballycullenl Stakes,

Curragh, **Gr.3** and Nijinsky Stakes, Leopardstown, **L. Credenza (IRE)**, 1 race at 2 years and £53,412, placed 6 times including second in Snow Fairy Stakes, Curragh, **Gr.3**, third in Blandford Stakes, Curragh, **Gr.2**, Victor McCalmont Memorial Stakes, Gowran Park, L. and Silken Glider Stakes, Navan, L.

SLEEK (GB), won 1 race at 3 years and placed once; dam of winners.

STYLISTIQUE (GB), 2 races at 3 years, 2020 at home and in France and £107,538 including Prix Petite Etoile, Deauville, L., second in Rockfel Stakes, Newmarket, Gr.2, Balanchine Stakes, Meydan, Gr.2 and Cape Verdi Stakes, Meydan, Gr.2.

SKULK (GB), won 1 race at 3 years, 2021 and placed once, from only 3 starts.

3rd Dam

MASSKANA (IRE), won 3 races at 4 and 5 years in France;

dam of six winners from 9 runners and 12 foals of racing age including-

EAGLE MOUNTAIN (GB), won 5 races at 2 to 4 years at home and in Hong Kong including Hong Kong Cup, Sha Tin, Gr.1, Beresford Stakes, Curragh, Gr.2, second in Derby Stakes, Epsom Downs, Gr.1, Champion Stakes, Newmarket, Gr.1, Breeders'

Cup Turf, Santa Anita, **Gr.1** and third in Irish Derby, Curragh, **Gr.1**; sire. **SULK (IRE)**, Champion 2yr old filly in France in 2001, won 2 races at 2 years at home and in France including Prix Marcel Boussac, ParisLongchamp, **Gr.1**, second in Nassau Stakes, Goodwood, **Gr.1**, Prix Royal-Oak, ParisLongchamp, **Gr.1**; dam of winners. IBN BATTUTA (USA), won HH The President Cup, Abu Dhabi, L.

Gadalka (USA), placed once in France; dam of DAWN INTELLO (FR), 3 races at 2 to

4 years, 2021 in France including La Coupe de Maisons-Laffitte, **Gr.3**. **DANK (GB)**, won 7 races at home and in U.S.A. including Breeders' Cup Filly and Mare Turf, Santa Anita, **Gr.1**, Beverly D Stakes, Arlington, **Gr.1**, Kilboy Estate Stakes, Curragh, **Gr.2**, Dahlia Stakes, Newmarket, **Gr.3**, Atalanta Stakes, Sandown Park, **Gr.3**.

WALLACE (GB), won 2 races at 3 years including Silver Trophy, Ascot, L., placed second in Park Stakes, Doncaster, Gr.3, Easter Stakes, Kempton Park, L.; sire.

ANNA PALLIDA (GB), won 1 race at 3 years and placed 7 times; dam of winners.

PIMPERNEL (IRE), 4 races at 2 years including Radley Stakes, Newbury, L., placed second in Rockfel Stakes, Newmarket, Gr.2; dam of GOLD TOWN (GB), 4 races at 2 and 3 years at home and in U.A.E. including UAE 2000 Guineas, Meydan, Gr.3, Island of Life (USA), 4 races, placed second in Lady Wulfruna Stakes,

Wolverhampton, L. and third in Chipchase Stakes, Newcastle, Gr.3.
Guinevere (IRE), unraced; grandam of LADY LE FAY (NZ), won Manawatu ITM Anzac 1600, Awapuni, L., LORD BADGER (SAF), won East Cape Guineas, Fairview, L.

The next dam MASARIKA, won 4 races at 2 and 3 years in France including Poule d'Essai des Pouliches, ParisLongchamp, Gr.1, Prix Robert Papin, Maisons-Laffitte, Gr.1, second in Prix Marcel Boussac, ParisLongchamp, Gr.1 and third in Prix Morny, Deauville, Gr.1;

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

MASSYAR (IRE), won 7 races at home and in U.A.E. including Gallinule Stakes, Curragh, Gr.2, 2000 Guineas Trial, Leopardstown, L., third in Irish 2000 Guineas, Curragh, Gr.1. MADJARISTAN (USA), won 7 races in France and in U.S.A. including Arcadia Handicap, Santa Anita, Gr.3, placed third in Eddie Read Handicap, Del Mar, Gr.1; sire.

29 (WITH VAT)	(Mehmas (IRE)	Acclamation (GB)	Royal Applause (GB) Princess Athena
LAA DI DAA (IRE) April 15th, 2019 A Bay Filly	Weilinas (IICL)	Lucina (GB)	∫ Machiavellian (USA) Lunda (IRE)
	Hana Delight (GB) (2009)	Sakhee (USA)	
		Hana Dee (GB)	

LAA DI DAA (IRE), unraced. Sold with pre-sale veterinary certificate (Subject to re-examination) (see Conditions of Sale).

1st Dam

HANA DELIGHT (GB), unraced;

dam of 1 runner from 4 foals of racing age viz-

Bertie's Princess (IRE) (2017 f. by Lawman (FR)), placed 4 times at 2 years.

(2018 f. by Lawman (FR)).

Laa di Daa (IRE) (2019 f. by Mehmas (IRE)), see above. She also has a 2020 filly by National Defense (GB).

2nd Dam

HANA DEE (GB), placed 7 times at 2 to 4 years;

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

SCREAMING BRAVE (GB), won 2 races at 3 years and placed 7 times.

AUSSIE ANDRE (GB), won 2 races at 4 years and placed 4 times.

FLYINFLYOUT (GB), won 1 race at 2 years and placed 3 times.

Special Destiny (GB), unraced; dam of a winner.

DESTINYS ROCK (GB), 2 races at 3 and 4 years and placed 10 times.

3rd Dam

Jumairah Sun (IRE), won 1 race at 3 years and placed 4 times including second in Troy Stakes, Doncaster, L.;

dam of seven winners from 9 runners and 11 foals of racing age includingMILLENNIUM FORCE (GB), won 7 races at home and in U.A.E. including Gladness
Stakes, Curragh, Gr.3, placed 34 times including second in Prix de la Porte Maillot,
ParisLongchamp, Gr.3 (twice), Wentworth Stakes, Doncaster, L. and third in
Leicestershire Stakes, Leicester, Gr.3, Minstrel Stakes, Curragh, Gr.3 (twice) and Paradise Stakes, Lingfield Park, L.

Chrysander (GB), won 2 races at 3 years and placed 6 times; also won 5 races over hurdles and placed 7 times including third in Newton Novice Hurdle, Haydock Park and won 4 races over fences at 6 and 7 years and placed 4 times.

POETIC LORD (GB), won 3 races at 2 and 4 years and placed 8 times.

AMBER HEIGHTS (GB), won 2 races at 4 and 5 years and placed 6 times; dam of winners.

POET'S PRIDE (GB), 4 races at 4 to 6 years, 2021 and placed 15 times.

TWICE ADAAY (GB), 1 race at 3 years, 2021 and placed 4 times.

DRESYOR (GB), 1 race at 2 years abroad and placed once, all his starts.

SUNOVERREGUN (GB), won 2 races at 2 and 3 years and placed 5 times.

JOONAYH (GB), won 1 race at 2 years and placed once, from only 3 starts; dam of winners.

Pretty Bonnie (GB), 6 races at 3 to 5 years and placed 12 times including third in Flying Fillies' Stakes, Pontefract, L.

The next dam SUN ON THE SPEY, ran twice at 3 years; Own sister to SPINNING; dam of four winners from 8 runners and 9 foals of racing age including-

Jumairah Sun (IRE), see above.

Lovely Deise (IRE), ran a few times at 2 and 3 years; dam of winners.

DYRICK DAYBREAK (IRE), 3 races at 3 and 4 years and placed twice; also 3 races over hurdles at 4 and 5 years including Lartigue Hurdle, Listowel, placed 8 times including third in Dennys Juvenile Hurdle, Leopardstown and Ryan's Cleaning Services Juvenile Hurdle, Naas; dam of **MR WHIPPED (IRE)**, 3 races over hurdles at 4 and 5 years including Leamington Novices' Hurdle, Warwick, placed

once and 1 race over fences at 5 years and placed twice. **Dalian Dawn (IRE)**, 2 races over hurdles at 4 years and placed 5 times including third in Horse and Jockey Hotel Hurdle, Thurles and 2 races over fences at 7 years.

BLUE GALLERY (IRE), 1 race at 2 years; dam of **Verdana Blue (IRE)**, 1 race at 6 years and place 5 times including second in Wild Flower Stakes, Kempton Park, L.; also 1 N.H. Flat Race at 4 years; also 7 races over hurdles including Christmas Hurdle, Kempton Park, Scottish Champion Hurdle, Ayr.

30 (WITH VAT)	Sixties Icon (GB)	Galileo (IRE)	Sadler's Wells (USA) Urban Sea (USA) Diesis La Sky (IRE)
HATS OFF TO	Sixtles Icon (GB)	Love Divine (GB)	
LARRY (GB) (2014)	Highland Jig (GB)	Norse Dancer (IRE)	∫ Halling (USÁ) River Patrol (GB)
À Bay Gelding	(2008)	Bee One (IRE)	Catrail (USA) Ruwy (GB)

HATS OFF TO LARRY (GB), won 5 races at 4 and 5 years and £44,189 and placed 13 times; also **won** 1 race over hurdles at 7 years, 2021 and £5552 and placed twice.

Highest BHA Rating 87 (Flat) Latest BHA Rating 84 (Flat) (prior to compilation) Highest BHA Rating 110 (Hurdle) Latest BHA Rating 93 (Hurdle) (prior to

compilation)						
TURF	22 runs	5 wins	12 pl	£43,973	GF - S	1m 100y - 1m 2f 70y
ALL WEATHER	1 run		1 pl	£216		,
HURDLE	14 runs	1 win	2 pl	£5,552	G	2m 125y

1st Dam

HIGHLAND JIG (GB), unraced;

dam of **one winner** from 1 runner and 2 foals of racing age viz-HATS OFF TO LARRY (GB) (2014 g. by Sixties Icon (GB)), see above. (2018 c. by Sixties Icon (GB)).

BEE ONE (IRE), placed 7 times at 2 and 4 years;

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

HIGHLAND HARVEST (GB), won 8 races at 3 to 7 years and £38,813 and placed 21 times. HIGHLAND RIVER (GB), won 2 races at 2 and 4 years and placed 5 times; also won 1 race over hurdles at 5 years and placed 7 times and won 1 race over fences at 6 years and placed 5 times.

HIGHLAND QUAICH (GB), won 2 races at 2 and 3 years and placed twice.

3rd Dam

RUWY (GB), won 1 race at 3 years and placed 3 times;

dam of four winners from 8 runners and 9 foals of racing age viz-

JILLY WHY (IRE), won 9 races and placed 26 times.

FREYA'S DREAM (IRE), won 5 races at 3 and 4 years and placed 9 times.

CARELESS ABANDON (IRE), won 2 races at 3 and 5 years and placed 4 times; dam of a winner.

LUCY MC (IRE), 1 race over hurdles at 5 years and placed 4 times.

LA DONATA (IRE), won 2 races at 3 years in Italy and placed 3 times.

The next dam PSYLLA, won 3 races at 3 years;

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

KABAYIL (GB), won 1 race at 3 years and placed 5 times; also won 7 races over hurdles at 4

to 6 years and placed twice; dam of winners.

Dancing Bay (GB), 6 races and placed 13 times including second in Lonsdale Stakes, York, **Gr.2**, Further Flight Stakes, Nottingham, **L.** and third in Doncaster Cup, Doncaster, **Gr.2**; also 4 races over hurdles at 6 and 7 years and placed 6 times including second in National Spirit Hurdle, Fontwell Park, **Gr.2**, Coral Cup Handicap Hurdle, Cheltenham, **Gr.3** and Swinton Handicap Hurdle, Haydock Park, **Gr.3** and 1 race over fences and placed once.

BALANCE THE BOOKS (GB), won 1 race at 2 years and placed once; dam of winners.

Chunky Diamond (IRE), 3 races at 2 and 4 years and placed once viz second in Doncaster Stakes, Doncaster, L.

SIANA SPRINGS (IRE), won 1 race at 2 years and placed once; dam of winners.

CAPTAIN ARCEUS (IRE), 1 N.H. Flat Race at 6 years and placed once; also 4 races over hurdles at 6 and 7 years including www.the tote.com Handicap Hurdle, Fairyhouse, Gr.2, placed 3 times including third in I.N.H. Stallion Owners EBF Novice Hurdle, Punchestown, L.

AKAYID (GB), won 1 race at 3 years; dam of winners.

The Minch (IRE), placed once in a N.H. Flat Race at 5 years viz third in Weatherbys Champion Open NH. Flat Race, Aintree, Gr.2.

One Breeding Right to COTAI GLORY (GB)

31 (With VAT)	C Exceed And Excel	Danehill (USA)	Seeking The Gold (USA) Colorado Dancer	
COTAI GLORY	(AUS)	Patrona (USA)	∫Deploy ∫Jawaher (IRE)	
(GB) (2012)	Continua (USA)	Elusive Quality (USA)	∫Danehill (ÙSÁ) Hasili (IRE)	
A Chesnut Horse	(2007)	Infinite Spirit (USA)	Sadler's Wells (USA)	

Stallion's Race Record: **won** 4 races and £315,811 at 2 to 4 years including Dubai International Airport World Trophy, Newbury, **Gr.3**, bet365 Molecomb Stakes, Goodwood, **Gr.3**, J20 Spritz Scarbrough Stakes, Doncaster, **L**, also placed second in King's Stand Stakes, Ascot, **Gr.1**, Nearctic Stakes, Woodbine, **Gr.2**, Dubai Int. Airport World Trophy Stakes, Newbury, **Gr.3** and third in Coolmore Nunthorpe Stakes, York, **Gr.1**; sire.

Retired to Stud in 2018, and sire of the winners of 27 races, and £296,308; including:

ATOMIC FORCE (IRE) (Dansili (GB), Prix Robert Papin, Gr.2), Eldrickjones (IRE) (Iffraaj (GB), 2nd Coventry Stakes, Gr.2), Dig Two (IRE) (Frozen Power (IRE), 2nd Windsor Castle Stakes, L), ADEB (IRE) (Acclamation (GB)), AINT MISBEHAVING (IRE) (Mayson (GB)), ASK MY GLORY (IRE) (Holy Roman Emperor (IRE)), CHIMGAN (IRE) (Dark Angel (IRE)), COTAI BEAUTY (IRE) (Namid (GB)), DEVIOUS ANGEL (IRE) (Mayson (GB)), ETERNAL GLORY (IRE) (Fasliyev (USA)), FORCA BRASIL (IRE) (Namid (GB)), HOLLOW STEEL (IRE) (Beat Hollow (GB)), HOTLINE BLING (IRE) (Aussie Rules (USA)), KINGBOARD STAR (IRE) (Acclamation (GB)), MOT AND THE MESSER (IRE) (Fast Company (IRE)), PEARL GLORY (IRE) (Dalakhani (IRE)), POCKETT ROCKETT (IRE) (Cityscape (GB)), PURCIARETTA (IRE) (Dubawi (IRE)), TROPEZ POWER (IRE) (Motivator (GB)), etc.

SPECIAL NOTICE

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- The Breeding Right will confer upon the Purchaser an entitlement to have one mare serviced by the Stallion in each Northern Hemisphere breeding season while the Stallion stands at Tally Ho Stud or another farm while the Stallion in under control of The Cotai Glory Syndicate.
- The Breeding Right shall not entitle the Purchaser to participate in the management and/or control of the Stallion or in any other benefit of ownership other than those outlined above. Furthermore, the Purchaser shall have no obligation as regards to cost of maintaining Stallion as a result of this agreement.
- It shall be for the Purchaser to insure the Breeding Right to such value and against such risks as the Buyer sees it.
- Any nomination will be subject to the terms of Tally-Ho Stud's normal service terms and conditions (a copy of which is available on request).
- 5. If the Purchaser decides in any year to sell his nomination he must ensure the notification to The Cotai Glory Syndicate is made in accordance with the Breeding Right Agreement.
- 6. The Stallion Owner has pre-emption rights in respect of any sale of the Breeding Right.
- 7. The Stallion Owner shall be entitled to sell the Stallion at any time without any liability to the Purchaser save that The Cotai Glory Syndicate will pay to the Purchaser, in the event of such sale, a sum equal to zero point five per cent (0.5%) of the net proceeds of sale.
- 8. The Breeding Right agreement and the deed of novation is available upon request by email to tattersalls.com
- 9. For further enquiries, please contact Tally-Ho Stud at info@tallyhostud.com
- 10. The breeding right is sold with IRISH VAT.

One Breeding Right to HAVANA GOLD (GB)

32 (With VAT)	(Teofilo (IRE)	Galileo (IRE)	Sadler's Wells (USA) Urban Sea (USA)
HAVANA GOLD	J redino (IIXE)	Speirbhean (IRE)	∫ Danehill (USA) Savious (USA)
(IRE) (2010)	Jessica's Dream (IRE)	Desert Style (IRE)	Green Desert (USA) Organza
A Bay Horse	(1998)	Ziffany (GB)	∫Taufan (USA) Bonnie Banks

Stallion's Race Record: **won** 5 races at 2 and 3 years and £390,486 from 6 furlongs to 1 mile including Prix Jean Prat, Chantilly, **Gr.1**, Somerville Tattersall Stakes, Newmarket, **Gr.3**, Betfred Ascendant Stakes, Haydock Park, **L**, placed second in Craven Stakes, Newmarket, **Gr.3**; sire.

Retired to Stud in 2014, and sire of the winners of 319 races, and £4,674,953; including HAVANA GREY (GB) (Dark Angel (IRE), Derrinstown Stud Flying Five Stakes, Gr.1), TABDEED (GB) (Peintre Celebre (USA), Hackwood Stakes, Gr.3), TREASURING (GB) (Excellent Art (GB), Qatar Racing & Equestrian Curragh Stakes, Gr.3, Senorita Stakes, Gr.3, CHIPOTLE (GB) (Makfi (GB), Windsor Castle Stakes, L), FEARBY (IRE) (One Cool Cat (USA), Dragon Stakes, L), HARIBOUX (GB) (Sir Percy (GB), Pasadena Stakes, L), BARADE (FR) (Anabaa (USA), Prix Maurice Caillault, L), HAVANA VIEW (GB) (North Light (IRE), Premio Merano, L), HEADWAY (GB) (Medicean (GB), 32Red Spring Cup Stakes, L), Zuenoon (IRE) (Dalakhani (IRE), 2nd Invesco Desmond Stakes, Gr.3), Little Earl (IRE) (Bushranger (IRE), 2nd National Stakes, L), Blanche Doree (FR) (Rock of Gibraltar (IRE), 2nd Prix Finlande, L), Nonna Gianna (IRE) (Selkirk (USA), 2nd Criterium Femminile - Mem. Tudini, L, 2nd Premio Repubbliche Marinare, L), etc.

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- The Breeding Right will confer upon the Purchaser an entitlement to have one mare serviced by the Stallion in each Northern Hemisphere breeding season while the Stallion is owned by the Seller.
- The Breeding Right shall not entitle the Purchaser to participate in the management and/or control of the Stallion or in any other benefit of ownership other than those outlined above. Furthermore, the Purchaser shall have no obligation as regards to cost of maintaining Stallion as a result of this agreement.
- It shall be for the Purchaser to insure the Breeding Right to such value and against such risks as the Buyer sees it.
- 4. The Purchaser may foal share or use the annual nomination at their discretion but in compliance with the Breeding Right Agreement. A Purchaser may sell the nomination at their discretion but only in compliance with the Breeding Right Agreement and should not be sold below the farm agreed price without prior agreement from the Seller.
- 5. The Stallion Owner has pre-emption rights in respect of any sale of the Breeding Right.
- 6. The Stallion Owner shall be entitled to sell the Stallion at any time without any liability to the Purchaser save that if the Stallion should be sold The Seller will pay to the owner of the Breeding Right, in the event of such a sale, a sum equal to a one hundredth portion (1.0%) of the Net Proceeds (as described in the Breeding Right Agreement).
- The Buyer will need to enter into a Breeding Right agreement with the Seller and a deed of sale
 with the Seller and Tattersalls. These documents are available upon request by email to
 tattersallsonline@tattersalls.com
- 8. For further enquiries, please contact Tweenhills Farm & Stud at office@tweenhills.com
- 9. The breeding right is sold with UK VAT.