



## Leone Equestrian Law LLC

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Learning from the 'Vorst' Case

- Leasing Contracts and How  
to Protect Your Horse

### Your Legal Questions Answered!

Do you have your own equine legal question that needs answered? Or a situation in which you could really use some advice?

Submit any equestrian legal questions by [email here](#) with the subject line "Leone Equestrian Law Q&A."

We'll answer your questions in our monthly newsletter or on the [Leone Equestrian Law Facebook page!](#)

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## You Sold Me a Stopper!

**The recent lawsuit in Florida over the sale of a potential grand prix horse, Vorst, to a wealthy Mexican owner** provides an opportunity to discuss the responsibilities of sellers and risks to buyers in a horse deal. This case is especially interesting since all the parties appear to be knowledgeable and sophisticated participants in equine sport. However, a horse was sold and did not turn out as hoped. To coin a phrase from the financial industry: "Past performance is no guarantee of future performance."



In this case, a horse was purchased for \$250,000 and shipped to Mexico. At the first competition, the horse allegedly started stopping and went lame. The owner sued on the basis that there was misrepresentation as to the horse's past performance and soundness. The seller denied the allegations and claimed that the new owner didn't properly prepare the horse for competition, causing injury. The horse is now supposedly valued at \$30,000.

Who's right, and who's wrong? Although a jury will ultimately decide who wins, the actions of the seller, the buyer, the trainer, and veterinarian will be determinative.

A seller or seller's agent's representations about a horse's past performance and prior injuries are important to a purchaser's decision. Findings by a buyer's veterinarian on the pre-purchase examination and the trainer's advice about the suitability of the horse for the buyer are also important to a purchasing decision. The interplay of these factors determines whether or not a seller is liable for a horse purchase gone bad.

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## Q&A: How Can I Protect My Horse Out On Lease?

**Q:** I am preparing to lease out my 12-year-old Dutch Warmblood gelding for the first time, and, while I know and trust the lessee, I've heard horror stories of leased horses coming back entirely unsound or unusable. Is there anything I can do to help protect myself and my horse from that scenario?

**A:** Yes, and you are already taking the first and most important step by thinking of these possible scenarios now, rather than waiting for a problem to arise! The majority of what you can do to protect both you and your horse all relates to having a detailed lease contract signed prior to the start of the lease. Here are a few components of a good lease contract that you may want to consider in direct relation to your question:

- **The Trainer** – The most important factor in deciding whether to lease your horse is the stable the horse is going to and the trainer who will be responsible for managing the horse's training and showing program. It is important to learn the qualifications and reputation of the trainer who will be in charge. You should specify in the lease which trainer will be responsible for the horse and that a change in trainer can only occur with your approval in writing.

**[Click to read the full answer!](#)**

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