

# CONSTITUTION OF THE



# ILE DE FRANCE SHEEP BREEDERS' SOCIETY OF SOUTH AFRICA

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## DEFINITIONS

### 1. DEFINITIONS

When used in this constitution and bye-laws, unless a contrary meaning is apparent from the context:

- (a) "Act" means the Animal Improvement Act, 1998 (Act No. 62 of 1998) or any subsequent legislation having similar objectives than the said Act, and includes the regulations promulgated in terms thereof;
- (b) "animal" means a sheep of the Ile de France breed registered/recorded or eligible for registration/recording in the Studbook and the words 'dam/s', "ewe/s", 'female/s', "lamb/s", "male/s", "ram/s". "sheep" and "sire/s" shall have the same meaning;
- (c) "birth" means the birth of a lamb;
- (d) "breeder" means a member of the Society who is the owner of –
  - (i) the dam at the date of birth of progeny eligible to be registered or recorded;
  - (ii) an animal at the date of application for recording in the first section of the Studbook;
  - (iii) the recipient ewe at the date of birth of the progeny eligible to be registered or recorded as a result of an embryo transfer;
- (e) "buyer" means the person or persons to whom ownership/joint ownership of an animal is transferred by the seller of such an animal;
- (f) "Constitution" means the constitution (inclusive of the bye-laws) of the Society;
- (g) "Council" means the Council of the Society duly elected in terms of the Constitution;
- (h) "Department" means the Department of Agriculture in the National Government;
- (i) "embryo" means a fertilised ovum of an animal;
- (j) "inspector/s" means a person/s appointed by Council for the purposes referred to in Clauses 9.9 and 9.10;
- (k) "Intergis" (Integrated Registration and Genetic Information System) shall mean the computer system which has been established in co-operation with the Department to integrate the pedigrees and performance data of animals;
- (l) "Minister" means the Minister responsible for agriculture;
- (m) "ovum" means the ovum of an animal and includes an embryo;
- (n) "owner" means the person who –
  - (i) according to the records of the RA, possesses the animal concerned; or
  - (ii) submits proof to the satisfaction of the Council that the animal concerned is eligible to be so registered, recorded or inscribed in his name;
- (o) "person" shall include a natural or legal entity;
- (p) "present at a meeting" means to be present in person or participate in a meeting by means of an electronic communication method approved by Council;
- (q) "recording" refers to the procedure by which the RA inscribes Ile de France sheep in the Basic Register of the Studbook;

- (r) "registering" refers to the procedure by which the RA inscribes Ile de France sheep in the Appendix A, Appendix B and Studbook Proper sections of the Studbook, or by which a prefix or flock designation mark is placed on the records of the RA;
  - (s) "Registering Authority" (RA) shall mean an organisation which administers the recording of births and parentage, and which is registered in terms of Section 8(7)(a)(ii) of the Act;
  - (t) "Registrar" means the officer designated as Registrar of Animal Improvement in terms of the Act;
  - (u) "Secretary" means the person or entity approved by Council to do the secretarial work of the Society;
  - (v) "seller" means the person, persons or legal entity being the owner/joint owner/s of an animal according to the records of the RA or, in the case of an imported animal, the owner in the country of origin who disposes of such an animal;
  - (w) "semen" means the semen of an animal;
  - (x) "Society" means the Ile de France Sheep Breeders' Society of South Africa;
  - (y) "South African-bred animal" means an animal born in, or whilst in transit to, South Africa: Provided that an animal born from an imported ovum or embryo, shall be regarded as an imported animal;
  - (z) "Studbook" means the Ile de France Studbook in which shall be inscribed the details of all Ile de France;
  - (aa) "System" means the recording system which the Council decided to use for recording Ile de France data; and
  - (bb) "Territory" means South Africa and such other countries as Council may from time to time, with the approval of the RA, determine.
2. Other words, abbreviations, and phrases in this Constitution, not defined above, shall, unless a contrary meaning clearly appears from the context, have the same meaning assigned thereto in the Act.
  3. In the Constitution, unless the contrary intention appears clearly from the context, words referring to persons in the masculine gender shall include females, words in the singular shall include the plural, and words in the plural shall include the singular.
  4. In the computation of time for the purposes of this Agreement, it shall be undertaken by the exclusion of the first day, Saturdays, Sundays and public holidays and the inclusion of the last day. The foregoing shall not apply in the calculation of interest.

# CONSTITUTION

## 1. NAME OF THE SOCIETY

The name of the Society is the Ile de France Sheep Breeders' Society of South Africa.

## 2. OBJECTIVES

2.1 Subject to the provisions of the Act and of this Constitution, the objectives of the Society shall be:

- (a) to encourage and promote the breeding and the genetic improvement of the production potential of animals in the Territory;
- (b) to maintain unimpaired the purity of the breed in the Territory and promote the interests of the breed by all possible and available means;
- (c) to encourage the collection, preservation and development of animals by sound selection in accordance with the accepted description of an Ile de France and to eliminate contamination by foreign breeds;
- (d) to compile and maintain a "Minimum Breed Standard" based on fertility, production testing records and visual appraisal for genetic defects and conformation in as far as it is related to functional efficiency. For this purpose, all production data will be made available to the Council, inspectors and subcommittees;
- (e) to compile, keep and maintain accurate records of the pedigrees and particulars of all animals duly registered or recorded through the Society at the RA in the Studbook;
- (f) to encourage production recording and the use thereof in breeding improvement in flocks;
- (g) to allow and control the competitive showing of animals; and
- (h) to promote and hold sales of animals and to charge commission on such sales.

2.2 The Society will not -

- (a) carry on any profit making activities; or participate in any business, profession or occupation carried on by any of its members, or provide any financial assistance, premises, continuous services, or facilities to its members for the purpose of carrying on any business, profession or occupation by them; and
- (b) have the power to carry on any business, including, *inter alia*, ordinary trading operations in the commercial sense, speculative transactions, dividend stripping activities as well as the letting of property on a systematic or regular basis.

## 3. POWERS OF THE SOCIETY

Subject to the terms of the Constitution, the Society shall have the power:

- 3.1 to carry out such functions and perform such duties as are or may be imposed upon it by virtue of its incorporation in terms of the Act and its membership of the RA; and
- 3.2 generally to do all such acts as a body corporate may by law perform and which the Society may deem necessary for the attainment of its objectives.
- 3.3 request the RA to register prefixes on behalf of the breeders at the organisation appointed by the Department to manage the Intergis.

## 4. MEMBERSHIP

### 4.1 Eligibility

Subject to the provisions of Clauses 4.2.5, membership of the Society shall be limited to persons above the age of 18 years and shall consist of certain categories of members.

## **4.2 Categories of Membership**

### **4.2.1 Ordinary Members**

Persons resident in South Africa who are engaged, directly or indirectly in the breeding of animals shall be eligible for membership of the Society as Ordinary Members. Such members shall enjoy all the rights and privileges of membership, including the right to vote at any general meeting of the Society, and the right to be elected to the Council. For the purposes of this subclause a legal entity shall be deemed to be a person and, subject to Clause 4.4, be eligible for Ordinary Membership of the Society: Provided that:

- (a) persons who are active breeders of animals shall be termed Active Ordinary Members; and
- (b) all other Ordinary Members shall be termed Non-Active Ordinary Members.

### **4.2.2 Life Members**

Any Ordinary Member may, with the approval of the Council, become a Life Member by paying such fee or subscription as is laid down by the Council.

### **4.2.3 Honorary Life Members**

For special services in the interest of the Ile de France breed, a person may at an Annual General Meeting be elected an Honorary Life Member, who shall enjoy all the rights and privileges of membership, including the right to vote at any meeting of the Society, and the right to be elected to Council: Provided that no person shall be eligible for Honorary Life Membership unless recommended by Council.

### **4.2.4 Special Honorary Members**

Any person not necessarily actively engaged in the breeding of animals may be elected a Special Honorary Member by Council, upon such conditions as Council may determine: Provided that a Special Honorary Member may not vote at meetings of the Society and is not eligible for election to Council.

### **4.2.5 Junior Members**

Any person under the age of 18 years may become a Junior Member on approval of Council: Provided that a Junior Member may not vote at meetings of the Society, is not eligible for election to Council, but upon payment of the scheduled membership fees may partake in the other activities of the Society; and provided further that the junior member's parents or guardians countersign the application and accept full responsibility for the financial and other commitments towards the Society on behalf of such a Junior Member.

## **4.3 Legal Entity**

4.3.1 A legal entity applying for Ordinary Membership shall disclose to the Society such facts or data as may be necessary to determine the nature of the controlling interest therein and shall then, or at any time thereafter, in addition to the requirements imposed in respect of all applications, furnish the Society with the name and address of the person appointed by it to act as its representative at meetings of the Society. Such a person shall have the right to nominate an alternate in writing, which nomination shall be handed to the Society not later than the time of the meeting at which such an alternate must vote.

4.3.2 All communications addressed to such an authorised representative referred to in Clause 4.3.1 shall be deemed to be duly served upon the legal entity and at all meetings at which such an authorised representative is in attendance on behalf of the legal entity the legal entity shall be deemed to be duly represented.

- 4.3.3 The person so appointed to represent such a legal entity shall be eligible for election to Council in terms of Clause 8.
- 4.3.4 Should such a legal entity cease to comply with the requirements of Ordinary Membership as laid down in Clauses 4.2.1 and 4.2.2, its rights shall automatically be terminated, and the provisions of Clause 4.3.5 shall *mutatis mutandis* apply in respect of such a legal entity.
- 4.3.5 The liquidation or dissolution of a legal entity shall automatically result in the termination of its membership of the Society: Provided that -
- (a) all amounts owing to the Society as at the date of liquidation or dissolution shall be recoverable by the Society from the liquidator of such a legal entity or from the members of such a legal entity;
  - (b) the liquidator of such a legal entity shall be obliged to discharge all the obligations of such a legal entity in respect of registrations, recordings, transfers and whatever obligations the legal entity would have had to discharge as a member of the Society; and
  - (c) whatever amounts may become due and payable as a result of fees, registrations, recordings, transfers or other obligations which have of necessity to be fulfilled after such automatic termination of membership, shall be raised on the scale payable by Ordinary Members or Life Members.

#### **4.4 Registering Members**

- 4.4.1 Any person, including a legal entity resident or conducting business within the Territory, other than South Africa, who is directly or indirectly engaged in the breeding of animals, shall be eligible to register with the Society as a Registering Member.
- 4.4.2 With the exception of the right -
- (a) to vote at General meetings of the Society, and
  - (b) to be eligible for election to Council,
- all the provisions of the Constitution in respect of persons applying to be admitted or already admitted as members and all the rights, privileges and obligations of such members as set out in the Constitution shall *mutatis mutandis* apply to all persons applying to be registered or already registered with the Society as Registering Members. Registering Members are *ipso facto* liable for RA fees.

#### **4.5 Application for Membership**

- 4.5.1 Application for Membership of the Society shall be made to the Society in writing in such form as may be prescribed by Council, and shall be accompanied by the relevant membership fees and/or entrance fees as set out in the Society's Schedule of Fees.
- 4.5.2 Council may admit any applicant to membership of the Society either unconditionally or on such conditions as it may determine, or it may refuse admission to membership.
- 4.5.3 An applicant to whom admission to membership has been refused shall be entitled to a refund of any fees forwarded with his application for membership.
- 4.5.4 The approval by Council of an application for membership is subject to the signing thereof by the applicant, or his representative.



#### **4.6 Utilisation of Production Data**

Production data of animals of members participating in an approved small-stock production recording system may, on request by the Society and subject to the conditions as may be determined by the Management Committee of the system, be made available to the Society. The Society undertakes that the utilisation of such data shall not be to the disadvantage of any member or members or the relevant Service Provider, and that the further processing of such data shall not be without further consultation with the owner(s) of the animals concerned.

#### **4.7 Rights and Privileges of Members**

Apart from the *ex lege* (legal) consequences of executors of deceased estates, trustees of insolvent estates and liquidators of a legal entity, the rights and privileges of every member of the Society shall be personal to himself and shall not be transferable or transmissible either by his own act or by operation of law. These shall include the following rights -

- (a) to receive all reports and other matters published by the Society for distribution amongst members;
- (b) to apply for the registration of animals under the Society's rules;
- (c) to attend all general meetings of the Society and, subject to Clause 4.2, have the right to vote at such meetings;
- (d) to receive technical advice on Ile de France matters from the Society's inspectors and officials, if available (cost of same to be defrayed by the applicant); and
- (e) to consult and use the Society's official reports.

### **5. SUBSCRIPTIONS AND FEES**

- 5.1 The amounts payable to the Society in respect of all subscriptions, fees or any other dues and commissions shall from time to time be determined by Council and shall be submitted to members for approval at the ensuing Annual General Meeting of the Society.
- 5.2 Annual subscriptions and fees shall become due and payable on the first day of each financial year and shall be deemed to be in arrears if unpaid after 60 days subsequent to the due date.
- 5.3 Any member whose subscription is in arrears, or who is indebted to the Society for a period of 60 days after a demand by post or email for payment thereof has been addressed to him/her by the Society, shall cease to enjoy any of the rights and privileges of membership until such a time as such indebtedness has been settled.
- 5.4 Council may cause an interest charge to be levied and collected on arrear accounts at a rate determined by Council from time to time.
- 5.5 Any member who, for any reason whatsoever, has ceased to be a member of the Society shall remain liable for all amounts due to the Society, as at the date on which his membership ceases.
- 5.6 Should the Council determine that an account is in arrear and should such an account be handed over to a firm of attorneys for collection, then the member shall be liable to the Society for payment of all legal charges, collection, and attorney and client costs incurred in addition to the principal amount, fines and penalties owing by him.

### **6. RESIGNATION, SUSPENSION AND EXPULSION OF MEMBERS**

- 6.1 Any member may resign from the Society by giving written notice to the Society before the end of the financial year: Provided that
  - (a) such a resignation shall not take effect before and until all moneys owing to the Society by such a member have been paid, and furthermore until such a member has discharged all his obligations in respect of registrations,

recordings, transfers or any other obligation he would have had to discharge as a member of the Society; and

(b) the membership fee or portion thereof shall not be refunded.

- 6.2 Council may expel and/or suspend or terminate its services to any member who -
- (a) despite due written notice and demand to pay any amounts due to the Society, sent to him for such settlement, signed by the Chairman continues to remain in arrears in respect of any fees;
  - (b) has acted in any manner which in the opinion of Council prejudices or harms the interests of the Society or any of its members;
  - (c) has infringed any provision of the Constitution;
  - (d) has been found guilty of an offence under the Act; or
  - (e) attempted to bribe an employee of the Society:

Provided that no proceedings for expulsion, suspension or termination of services shall be initiated against any member of the Society unless the Society has at least 30 days prior to the date of the Council meeting at which such an expulsion, suspension or termination is to be dealt with, addressed a registered letter or email to such a member notifying him of his proposed expulsion, suspension or termination and calling upon him, if he so wishes, to present, either personally or through his duly authorised representative, his side of the case at such a meeting of Council.

- 6.3 Any member who has been expelled shall be notified by the Society in writing within a period of three days from the date upon which the resolution effecting his expulsion was passed, or upon which his membership was forfeited.

- 6.4 Upon expulsion of a member, Council may direct the Secretary forthwith to remove from the Studbook and any other registers or records of the Society, the name of the member so expelled, and to apply to the RA for the cancellation of all registrations/recordings effected by it, in respect of animals bred by the expelled member and owned by him at the date of his expulsion. The Council shall moreover call upon the expelled member forthwith to, if applicable, deliver to the Society the birth notification/registration/recording certificates in respect of all animals bred and owned by him at the date of his expulsion.

- 6.5 From the date of his expulsion no transfer of an animal bred by the expelled member shall be affected, no notification of a birth shall be accepted from him, and he shall be notified accordingly.

- 6.6 A person who, for whatever reason, has ceased to be a member of the Society may thereafter again be admitted to membership, upon application made in terms of Clause 4.5.

## **7. REGISTER OF MEMBERS**

- 7.1 The Society shall keep a register of all members reflecting the date of their admission to membership, their postal addresses, contact details including email addresses, the amounts received from them with the date of payment, and arrears, if any, which may be due.

- 7.2 Every member shall communicate in writing to the Society any change of his addresses or contact details, and all notices or publications sent to the recorded addresses of a member shall be considered as duly delivered to him.

- 7.3 Personally identifiable information requested by the Society of Members will be used to contact or identify members. This personally identifiable information includes, but is not limited to, Email addresses, first and last name, Passport or ID number, Telephone Number, Address etc.

- 7.4 The Society will only use members' personal data to provide and improve a service and to achieve its objectives.
- 7.5 Personal data may be published in certain publications and if a member objects to this, it must be communicated to the Society in writing.
- 7.6 The Society shall submit to the RA such information as it may require concerning admissions to membership, expulsion, suspension or terminations of membership and postal or email addresses or contact details of members.

## **8. COUNCIL AND EXECUTIVE COMMITTEE**

### **8.1 ELECTION OF COUNCIL**

The Council consists of four members who shall be elected annually by ballot at the Annual General Meeting or a Special General Meeting called for that purpose, and shall hold office until the next Annual General Meeting after election when two members, as determined by the drawing of lots, shall retire. Thereafter, at each Annual General Meeting the two members longest in office shall retire. Retiring members shall be eligible for re-election. Should Council deem it necessary they may co-opt one or two members to serve on Council as co-opted Council members.

### **8.2 ELECTION OF PRESIDENT AND VICE-PRESIDENT**

8.2.1 The President and Vice-President shall be elected by ballot from the members of the newly elected Council by the members present. The President will serve for a two year period.

8.2.2 The outgoing President shall *ipso facto* remain on Council, with full voting powers, for the ensuing year. The Vice-President elected from the newly elected Council shall hold office for one year only, where-after at the next Annual General meeting, the then elected Vice-President shall hold office for two years.

8.2.3 A member elected as President shall be eligible for re-election as such: Provided that his successive term of office shall not exceed three terms, separated by breaks of not less than one year each.

### **8.3 ADDITIONAL COUNCIL MEMBERS**

In addition to the six elected members of Council, the following persons will also serve on the Council and are also entitled to attend any general meeting.

#### **8.3.1 REPRESENTATIVE OF THE RA**

Such member may be co-opted on the Council in consultation with the RA, and will serve on the Council in an advisory capacity with the right to attend all meetings, without the right to vote.

#### **8.3.2 HONORARY LIFE VICE-PRESIDENTS**

For exceptional services rendered to the Society, persons may at an Annual General Meeting be proposed and elected as Honorary Life Vice-Presidents: Provided that the proposal is recommended by the Council and supported by at least three-quarters of the voting members present at the meeting. Any person so elected shall be an *ex officio* member of the Council, and shall be entitled to vote.

#### **8.3.3 THE SECRETARY**

There shall be a Secretary to the Society who shall attend all meetings of the Society and have the right to participate in any discussions at such meetings, but shall not have the right to vote on any question or resolution at such meetings.

**8.4 Executive Committee**

The Executive Committee of Council shall consist of the President or Vice-President and one member of Council, the latter to be appointed by Council. All actions or decisions of the Executive Committee shall be approved and confirmed at the ensuing Council Meeting.

- 8.5 Should any member of the Council die, resign or cease to be a member of the Society, or be called upon to fill the office of President or Vice-President as provided for in Clause 8.6, Council may appoint another member of the Society as his substitute with full powers for the unexpired period of his term of office. Council shall be deemed to be duly constituted and shall continue exercising all the powers conferred upon it, notwithstanding any vacancies in its body.
- 8.6 In the event of the office of President or Vice-President becoming vacant before the expiration of the period for which he was elected, Council shall at its first ensuing meeting elect by ballot or in such a manner as the meeting may determine, another of its members to fill the vacancy for the unexpired portion of that period.
- 8.7 Members of Council absenting themselves from two consecutive meetings without leave, or other satisfactory reasons, shall automatically vacate their seats.

**9. POWERS AND DUTIES OF COUNCIL**

Council shall, subject to the terms of the Constitution and subject further to the directives of the General meetings of the Society as given from time to time, have the power to do all such things it deems necessary or advisable in the interests of the Society and for the advancement and attainment of the Society's objectives and in particular shall have the power –

- 9.1 to appoint, dismiss or suspend such attorneys, or other legal representatives, auditors, agents, officers or officials or other employees for or from permanent, temporary or special services as it may deem fit; to determine their powers and duties and to fix their remuneration and conditions of service and to require such security for the due performance of their functions as it may in particular cases deem expedient;
- 9.2 to institute, conduct, defend, compound or abandon any legal proceedings by or against the Society or any of its officers or officials or other employees in connection with the affairs of the Society, and to compound or allow, or ask for time for payment or satisfaction of any debts due to or any claim or demand by or against the Society;
- 9.3 to open one or more banking accounts in the name of the Society, and to draw, accept, endorse, make or execute any bill of exchange, promissory note, cheque or other negotiable instrument in connection with the conduct of the affairs of the Society;
- 9.4 to invest, or in any other manner deal with any moneys not immediately required for the purposes of the Society, upon such securities and on such terms as Council may deem fit and, from time to time, to change or realise any such investments: Provided that funds available for investment may only be invested at registered financial institutions as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984 and in securities listed on licensed stock exchanges as defined in Section 1 of the Stock Exchanges Control Act, 1985 (Act No 1 of 1985);
- 9.5 to lend or borrow money for the purposes of the Society upon security as determined by it; to enter into indemnities, guarantees and suretyships and to secure payment thereunder in any way; to make donations; to undertake and execute any trust; to secure the payment of moneys borrowed in any manner, including the mortgaging and pledging of property, and, without detracting from the generality thereof, in particular by the issue of any kind of debenture or debenture stock, with or without security;

- 9.6 to purchase, hire, take on lease or acquire for the purpose of the Society, buildings, land, goods, chattels and effects; to sell, mortgage, pledge, let, alienate or otherwise dispose of any movable or immovable property belonging to the Society, and to apply the consideration arising therefrom in such a manner as it may consider to be to the best advantage of the Society;
- 9.7 to manage, insure, sell, lease, mortgage, dispose of, give in exchange, work, develop, build on, improve, turn to account or in any way otherwise deal with all, or any part, of its property and assets;
- 9.8 to co-opt the services of any member of the Society or other person and to appoint persons or subcommittees upon such terms and with such powers as it may from time to time deem expedient: Provided that the President and Vice-President of the Society shall be *ex officio* members of all subcommittees with full rights and privileges;
- 9.9 to appoint or discharge inspectors for the examination of animals submitted for registration/recording and for such other purposes as members of the Society may require the service of such inspectors and to give such inspectors instructions and powers in regard to their duties for the purpose of ensuring that the objectives of the Society are being carried out;
- 9.10 to order an investigation by inspectors of the Society in any case where records are not properly kept or where any doubt should arise as to the correctness of the identity of any animal or animals, and to take such action as it may consider advisable in the interests of the Society;
- 9.11 to remunerate any person or persons for services rendered and to establish schemes for the provision of pensions, gratuities and other incentives for its office-bearers and employees;
- 9.12 to convene a General or any other meeting of the Society, either in compliance with a special request thereto made in accordance with the provisions of the Constitution or otherwise if it is deemed necessary;
- 9.13 to grant leave of absence to any member of Council or any official or employee of the Society, for such a period and upon such terms as it may in each case determine;
- 9.14 to impose and exact such penalties as may be prescribed from time to time for contravention or infringement of the Constitution, rules and regulations of the Society;
- 9.15 from time to time, subject to the provisions of Clause 5, to adjust or revise subscriptions, fees or dues and to prescribe any such additional fees or dues as it may deem necessary;
- 9.16 to pay all costs and charges in connection with the administration and management of the affairs of the Society;
- 9.17 to receive and consider applications for membership and to accept or refuse such applications at its discretion;
- 9.18 to collect and receive subscriptions, fees, donations, other dues and funds and to devote same towards the objectives of the Society and towards promoting the Ile de France breed;
- 9.19 to formulate, alter and rescind rules and regulations for conducting the business and carrying out the objectives of the Society, to formulate or amend any schedule pertaining to the Constitution as may be deemed necessary from time to time, and to

investigate disputes arising from the application of the Constitution and to give decisions in regard thereto;

- 9.20 to organise and promote sales, either by public auction or private treaty and for such purposes to appoint auctioneers and agents;
- 9.21 appoint or nominate a person or persons to represent the Society on any committee, body or organisation with which the Society is affiliated or involved, as may be necessary;
- 9.22 sign documents or appoint one or more members or officials with power and authority to sign and receive documents on behalf of the Society, and which include, among other things, other documents, deeds and contracts entered into outside RSA, receive communication, take legal steps, act, bring a claim, or be sued, so that the affairs of the Society can be better and more conveniently executed and completed;
- 9.23 to cancel membership of any person in accordance with Clause 6;
- 9.24 in accordance with Clause 5.3 to refuse inspection, registration, recording and other work for members whose accounts are overdue;
- 9.25 to lay down minimum production and other standards by which:
- (a) animals shall be inspected by inspectors;
  - (b) applications for importation and exportation of animals, semen and ova shall be recommended;
  - (c) semen and ovum donors shall be approved for embryo transfer purposes; and
  - (d) rams shall be recommended for approval for the sale of semen in terms of the Act;
- 9.26 to make and formulate such rules and conditions relating to the qualifications and appointment of judges of the Ile de France breed as may deemed necessary: Provided that no such person shall be appointed as a judge of Ile de France sheep until he has fulfilled such requirements as may be determined by the Council. Furthermore from time to time revise the panel of judges and to remove there from such names as for any reason it deems should be removed; and
- 9.27 generally to perform all such acts as may be necessary for the welfare of the Society and the conduct of its affairs: Provided always that any action taken, or instructions given, shall not be contrary to the terms of the Constitution.

## **10. MEETINGS**

### **10.1 Executive Committee Meetings**

The Executive Committee shall meet when necessary in order to carry out the duties delegated to it by Council.

### **10.2 Council Meetings**

10.2.1 Council shall meet at such a time, place or fashion as it may from time to time determine, or as may be decided by the President: Council meetings conducted by telephonic conference calls shall be deemed to have taken place in accordance with the provisions for Council meetings as stipulated in the Constitution of the Society. Not less than two Council meetings shall be held in each financial year.

10.2.2 A Special Council meeting -

- (a) may be called by the President (or in his absence by the Vice-President) at such a time and place as such an office-bearer may decide; or

- (b) shall be called upon a requisition signed and addressed to the Secretary, by not less than two members of the Council stating the reasons for such a meeting.

10.2.3 Not less than 21 days prior to the holding of a Council meeting, written notice of the time, date, place or fashion of such a meeting shall be posted or e-mailed by the Secretary to each member of Council.

10.2.4 No resolution of Council in respect of any matter shall be varied or rescinded unless the resolution varying or rescinding the same be passed at a meeting in respect of which not less than 14 days' notice specifying the intention to vary or rescind has been given to all Council members: Provided that a resolution may be varied or rescinded without such notice if all members of the Council are present and so decide.

### **10.3 General Meetings**

10.3.1 A General meeting of the Society to be known as the Annual General Meeting shall be held once a year, within nine months from the beginning of the financial year of the Society, at such a time and place as may be determined by Council.

10.3.2 At such an Annual General Meeting, Council shall submit its annual report, together with a balance sheet and statement of the financial affairs of the Society as at the end of the previous financial year.

10.3.3 A Special General meeting of the Society, may at any time upon 30 days' written notice to members, be called -

- (a) by Council; or
- (b) by the President (or in his absence by the Vice-President); or
- (c) shall be so called, upon a written requisition signed and addressed to the Secretary, by not less than 25% of the members of the Society stating the business to be transacted at such a meeting.

10.3.4 Not less than 60 days prior to the holding of the Annual General Meeting a preliminary notice of the time, date and place of the meeting shall be posted or emailed by the Society to every member. Any member intending to put forward any matter for discussion at the Annual General Meeting shall give written notice thereof to reach the Society not less than 40 days prior to the holding of the meeting. No subject put forward by any member shall be put on the agenda of the Annual General Meeting unless the requisite notice of motion has been given in terms of this subclause.

10.3.5 Not less than 21 days prior to the holding of any General meeting a final notice of the time, date and place of such a meeting together with the agenda of such a meeting shall be posted or e-mailed to each member of the Society.

10.3.6 No resolution shall be taken at a General meeting in respect of any matter unless notice thereof appears in the agenda sent to the members with the notice calling the meeting, unless such a meeting agrees by two-thirds of the members present and entitled to vote that any matter not specifically on the agenda, shall be discussed and voted upon: Provided that this exception does not apply to Constitutional amendments.

10.3.7 Any General meeting may be adjourned by a two-thirds majority of the members present thereat and entitled to vote.

**10.4 Chairperson**

The President, Vice-President or an Honorary Life Vice-President, in this order, shall preside at all meetings and should all these office-bearers be absent from any meeting, the members present thereat shall elect another member to preside at such a meeting, and any person so elected shall in relation to that meeting, have all the powers and fulfil all the duties of the President: Provided that in the event of the death of the President, the Vice-President shall act as President until the next Annual General Meeting of the Society.

**10.5 Voting Procedures**

All matters submitted to any meeting shall, save as is otherwise provided, be decided by the votes of the majority of those members present and entitled to vote and in the event of an equality of votes; the person presiding at the meeting shall have a casting vote as well as a deliberative vote. Subject to the provisions of Clause 8, voting at all meetings shall be by show of hands, unless voting by ballot is demanded by two-thirds of the members present and entitled to vote in which event voting shall be by secret ballot.

Voting by electronic medium cannot assure total secrecy and independent auditing shall be used for secret electronic votes.

**10.6 Non-receipt of Notices**

No business otherwise properly and constitutionally transacted at any meeting shall be invalidated by reason only of the non-receipt by any member of the notice required to be given to such a person in terms of the Constitution.

**10.7 Quorums**

10.7.1 10% of the Society's members present at the commencement of any General meeting and entitled to vote shall form a quorum for such a meeting and four Councillors present at any Council meeting and entitled to vote shall form a quorum for such a Council meeting.

10.7.2 Any two members of the Executive Committee present at the commencement of any meeting of the Executive Committee shall form a quorum.

10.7.3 If at any meeting a quorum is not present, the meeting shall stand adjourned to a time (not being less than 7 days and not more than 30 days thereafter) and place determined by the members actually present, and at such an adjourned meeting the members present shall form a quorum: Provided that any meeting at which the President, Vice-President or an Honorary Life Vice-President is present shall, if there is no quorum, stand adjourned for half an hour. The members then present shall form a quorum for the disposal of such business (other than any amendment to the Constitution) as the presiding member may declare to be of an urgent nature, and such an adjournment for half an hour shall be without prejudice to the rights of the meeting after dealing with such urgent business to adjourn to a time, date and place as herein provided.

10.7.4 When a meeting has been thus adjourned, a notice shall be sent to all relevant members within 14 days after the adjournment, in which shall be stated the time, date and place to which the meeting has been adjourned and the reason for the adjournment.

**10.8 Minutes of Meetings**

10.8.1 A copy of the minutes of all General meetings shall be provided to each member of the Society. Copies of the minutes of the Council and Executive Committee meetings and meetings of other subcommittees shall be provided to all persons serving on the committee concerned.



10.8.2 Minutes of all meeting shall within 30 days be posted or emailed to the members concerned.

10.8.3 The minutes of all meetings approved at a subsequent meeting and signed by the President or the person, who may chair the subsequent meeting, shall be proof thereof that all the proceedings were conducted properly and that all elections, appointments and resolutions adopted at the meeting are valid and binding.

## **11. FINANCIAL PROVISIONS**

11.1 Council shall open a bank account in the name of the Society and any amounts accruing to the Society shall be deposited in such a banking account.

11.2 All payments from the funds of the Society shall be effected by electronic transfer authorised by a person or persons as Council may authorise thereto in terms of Clause 9.22: Provided that nothing herein contained shall prevent Council from maintaining and operating a petty cash fund, or from paying in cash such ordinary and usual monthly accounts as do not in total exceed a sum determined by Council.

11.3 Council shall keep proper books of account of income and expenditure in respect of the Society. All accounts shall be reviewed from time to time, but not less than once every year by an auditor or auditors appointed by Council.

11.4 All the property of the Society shall be vested in Council.

11.5 The income and property of the Society, from whatever source derived, including profits or gains, shall be applied solely to the promotion and furtherance of the objectives of the Society, and no part thereof shall be paid or transferred, directly or indirectly by way of dividend or bonus or otherwise, to any persons who at any time are or were members of the Society: Provided that nothing herein contained shall prevent the payment in good faith of remuneration to any employee or other person/s for services rendered to the Society.

11.6 The Society's financial year shall commence on 1 January of each year and end on 31 December of the same year.

11.7 Funds available for investment may only be invested with registered financial institutions as defined in section 1 of the Financial Institutions (Investment of Funds) Act, 1984, and in securities listed on a licensed stock exchange as defined in the Stock Exchanges Control Act, 1985 (Act No. 1 of 1985).

## **12. AFFILIATIONS**

Subject to the terms of the Act, the Society may by a majority vote of at least two-thirds of the members present, voting and entitled to vote at any general meeting, affiliate with or incorporate any association, society or organisation having aims and objectives kindred to those of the Society.

## **13. AMENDMENTS TO THE CONSTITUTION**

13.1 The Constitution may be added to or altered by a resolution approved by not less than two-thirds of the members present, and entitled to vote at a General meeting of the Society, of which meeting and of which proposed addition to, alteration, variation or amendment of the Constitution, not less than 30 days' written notice has been given to each member of the Society.

13.2 In terms of Section 12 of the Act, any additions or amendments to the Constitution must be submitted to the Registrar within thirty (30) days after such additions or amendments have been approved by a General Meeting.

13.3 If no objection is received from the Registrar, any additions or amendments to the Constitution only take effect after the thirty (30) days mentioned in Clause 13.2 have expired.

13.4 Any amendment to the Constitution must be submitted by the Society to the Commissioner of the South African Revenue Service and the RA.

**14. OFFICE OF THE SOCIETY**

The office of the Society shall be at any centre as may be determined by Council from time to time subject to confirmation by the ensuing general meeting of members.

**15. DISSOLUTION OF THE SOCIETY**

If, upon the winding up or dissolution of the Society there remains, after the satisfaction of all its debts and liabilities, any property whatsoever, such property shall not be paid to or distributed amongst the members of the Society, but shall be given or transferred to such other institution or institutions having objectives similar to those of the Society as may be determined by a majority decision of a general meeting of the Society: Provided that such other institution or institutions is itself exempt from income tax in terms of section 10(1)(cA)(i) of the Income Tax Act.

**16. EMPLOYEES OF THE SOCIETY**

No employee of the Society shall, except in the performance of his duties as such an employee, render any service or be connected with any business concerned with the purchase or sale of animals.

**17. DELEGATION OF POWERS**

Notwithstanding anything to the contrary in the Constitution, any member may under power of attorney, duly executed and filed with the Secretary, authorise another person to sign on his behalf any birth notification, application for registration or recording, application for transfer, certificate of transfer, certificate of service, returns or reports or any other document in connection with the administration of a flock. Any such signature given by such an authorised person, shall be accepted by the Society as being as valid and binding as if it had been given by the member himself: Provided that nothing herein contained shall entitle such authorised persons in any manner whatsoever to participate in the nomination of, or voting for, any member of Council, or voting on any matter where his principal has a vote, or to attend any meeting on his principal's behalf.

**18. NON-MEMBERS**

Such privileges of membership as the Council may determine, may be conferred on non-members: Provided that there shall be no legal or other obligation on the Society to such non-members, and provided further that all fees payable in respect of any services rendered by the Society to non-members, shall be as determined by Council and payable in advance.

**19. SALES**

All public or auction sales of Ile de France belonging to members shall be conducted in accordance with the provisions as specified by Council from time to time.

**20. AUTHENTIC VERSION OF CONSTITUTION**

This Constitution and Schedules hereto having been drawn, submitted and considered in English, the English version shall be deemed to be the authentic version.

## **BYE - LAWS**

### **1. STUDBOOK**

The registration section of the Society shall consist of the Studbook (to be known as the South African Ile de France Studbook), be it computerised or in any other form which shall be divided into three main sections, namely the Basic Section, the Appendix Section and the Studbook Proper Section.

#### **1.1 BASIC SECTION**

Female animals which originates from a flock of which the breeder can give proof of origin and that she is of the desired phenotype *cum* genotype and which on inspection comply with the Minimum Breed Standard, as determined by the Council from time to time, shall be eligible for recording in the Basic Section of the Studbook.

#### **1.2 APPENDIX SECTION**

##### **1.2.1 Appendix A**

The female progeny of a Basic female mated with a Studbook Proper ram, which comply with the minimum breed standards and in respect of which all other registration requirements have been met, shall be eligible for registration in the Appendix A Section of the Studbook.

##### **1.2.2 Appendix B**

The female progeny of an Appendix A female mated with a Studbook Proper ram, which comply with the minimum breed standards and in respect of which all other registration requirements have been met, shall be eligible for registration in the Appendix B Section of the Studbook.

#### **1.3 STUDBOOK PROPER SECTION**

1.3.1 The female progeny of Appendix B females mated to Studbook Proper males, which comply with the minimum Breed Standards and in respect of which all other registration requirements have been met, shall be eligible for registration in the Studbook Proper Section.

1.3.2 The progeny of Studbook Proper females mated to Studbook Proper males, which comply with the minimum Breed Standards and in respect of which all other registration requirements have been met, shall be eligible for registration in the Studbook Proper Section.

### **2. PREFIX AND DESIGNATION MARK**

2.1 No animal shall be accepted for birth recording or registration/recording unless the breeder has previously, through the Society, registered with the RA for his exclusive use, a prefix at the organisation appointed by the Department to manage Intergis, by which all animals bred by him and eligible for birth recording can be distinguished and identified. A Flock-designation mark must furthermore be registered with the Society by which such animals shall be identified.

2.2 No prefix shall exceed 18 characters, and the name of a city, town or post office in the Territory shall not be accepted for registration as a prefix.

2.3 The Flock-designation mark registered by the Society with the RA for the breeder's exclusive use shall not exceed four characters and shall consist of letters, numbers or a combination of letters and numbers, but shall not consist of the same four letters or the same four numbers.

2.4 Application for the registration of such a prefix and designation mark shall be made to the Society and shall be accompanied by such a fee as may be prescribed from time to time by Council or by the RA.

- 2.5 No transfer of a prefix or designation mark shall be allowed from one breeder to another, except under such conditions and to such persons as are provided for in the Bye-laws to the Constitution of the RA.

### **3. IDENTIFICATION**

- 3.1 All live animals of which the births are notified and all animals offered for registration or recording must bear permanent identification marks which shall include a Flock-designation mark, year number and a sequence number, and any animal which does not bear the approved identification marks shall not be accepted for the recording of its birth or for subsequent registration by the RA.
- 3.2 Ear tattooing shall be the Society's official system of marking for the uniform and permanent identification of all animals submitted for registration or recording in the Studbook and in the records of the RA. Ear coding and/of ear tagging shall be optional. Tattooing remains the official method of identification.
- 3.3 Every animal must be identified by the breeder before it is weaned from its mother or within 100 days of birth.
- 3.4 The year number shall consist of two figures indicating the year of birth.
- 3.5 The birth sequence numbers of animals, irrespective of sex, will start at one in any particular year.
- 3.6 In the event of a breeder making a mistake when identifying an animal, or in the event of a tattoo mark becoming defaced or illegible, the owner of the animal may rectify the matter by effecting the correct tattoo markings in the other ear, and shall forthwith report the fact to the Society.
- 3.7 Under no circumstances an attempt shall be made to deface, obliterate or over-tattoo markings without prior permission of Council.
- 3.8 No animal shall be transferred unless clearly marked.

### **4. NAMES**

The name of an Ile de France sheep shall consist of the prefix, identification letters of the breeder and the identification marks (year number and sequence number) of the sheep concerned and may not exceed more than 30 characters.

### **5. NOTIFICATION OF BIRTHS**

- 5.1 The breeder of an animal born from a registered or recorded dam or one eligible for registration or recording shall notify the RA within 90 days of its birth, whether it be born dead or alive or retained for registration, recording or otherwise. Births notified after such a period shall be accepted subject to the approval of Council and on payment of a late notification fee as may be determined by Council.
- 5.2 No birth notification of an animal shall be accepted unless the ewe and the ram were more than six months and not yet 24 months old at the time of service.
- 5.3 All births shall be notified in the format as approved by the RA and the Society, and copies and or electronic versions thereof shall be kept by the breeder concerned for inspection and checking at all reasonable times by officers of the Society.
- 5.4 In the event of the birth notifications being endorsed "NOT FOR REGISTRATION", the animals to which such birth notifications relate shall under no circumstances be accepted for registration or recording.

- 5.5 In the event of multiple births, the breeder shall in addition to the particulars ordinarily required, also record on the birth notification the number and sex of the other twin, triplets, etc., as the case may be.
- 5.6 Records shall be kept by the RA in the name of each breeder of all animals born, whether born dead or alive, whose births have been duly notified by the relevant breeder, and of such other details as may be determined by the Society.
- 5.7 The birth notification shall contain a declaration in the following terms:  
*"I declare that the pedigree, breeding particulars and identification marks of the animals described herein are correct, and that all the requirements of the Constitution and the Act relating to birth notifications, registrations and recordings have been complied with."*
- 5.8 A notification of a birth shall also be accompanied, in the case of an animal imported *in utero*, by the necessary certificates confirming parentage of both the ewe and ram, endorsed by a qualified entity in the country of origin, approved by the Society and the RA to the effect that -
- (a) the identity of the father, as indicated by the said documents, is correct; and
  - (b) the father conforms to the minimum production and other requirements as may be determined by Council.

## **6. SERVICE AND INSEMINATION CERTIFICATES AND JOINT OWNERSHIP OF RAMS**

### **6.1 Service or Insemination Certificates**

- 6.1.1 If a pregnant animal, registered or recorded or eligible for registration or recording, is sold, the seller shall supply the buyer with a service certificate (natural mating) or an insemination certificate (artificial insemination).
- 6.1.2 Such a certificate must state the name and registration number of the ram, the name and registration or recording number of the dam concerned, and the date of service or insemination.
- 6.1.3 In the case of the exact service date being unknown, the service certificate must state the period during which the dam concerned was running with the ram indicated and further that such a dam could not have been served by any other sire during such a period.

### **6.2 Joint Ownership of Rams**

- 6.2.1 In the case of joint ownership of rams the full name and address of each joint owner must be on record with the RA.
- 6.2.2 If a breeder allows the use of his ram or rams by a fellow breeder, the applicable stipulations in the Act and this Bye-law shall be adhered to.

## **7. RULES GOVERNING ARTIFICIAL INSEMINATION (A.I.)**

- 7.1 All animals which have legally been begotten through A.I. shall be eligible for registration or recording: Provided that all requirements of the Act and the Constitution have been *mutatis mutandis* complied with.
- 7.2 Irrespective of the provisions of Bye-law 7.1, where different rams are used for the supply of semen for the artificial insemination of the same ewe at two consecutive heat periods less than 18 days apart, no resultant progeny shall be eligible for registration or recording unless the male parentage has been confirmed by a DNA test or any proven scientific method of confirming parentage.
- 7.3 The Society reserves the right through its officers to supervise and/or inspect the keeping of records in connection with A.I. by its members.

- 7.4 The Society and the RA reserve the right to refuse to register or record the progeny resulting from A.I. should any of these rules not be fully adhered to.
- 7.5 Breeders resident in the Territory outside South Africa who enjoy the privileges of registration and recording of animals under the provisions of the Constitution, may apply for registration or recording of progeny begotten by A.I.: Provided that the semen is obtained from a source approved by the Society, and provided further that the collection of semen, the handling thereof, the insemination of the animals and the maintenance of records shall be effected in such a manner as may be duly approved by the Society from time to time.
- 7.6 The Society confirms that subject to the provisions of the Act, breeders shall have the right to collect, freeze and store the semen of their own rams for use in their own flocks, and progeny resulting from the use of such semen shall be eligible for registration or recording: Provided that –
- (a) complete details of the sire concerned and the sale of the semen have been submitted to the RA;
  - (b) the official DNA laboratory number of the ram has been submitted to the RA;

## **8. RULES GOVERNING EMBRYO TRANSFERS (E.T.)**

- 8.1 All animals which have been begotten as a result of E.T., shall be eligible for registration or recording: Provided that –
- (a) both the male and female animals that gave rise to the embryo concerned were approved for the purpose by the Society;
  - (b) except in the case of an animal begotten as a result of E.T. and imported *in utero*, all the following documents are submitted to the RA within 120 days of each embryo transfer -
    - (i) the certificates reflecting the official DNA laboratory numbers of the male and female animal that gave rise to the embryo concerned;
    - (ii) a certificate signed by a veterinarian, an embryo transferor, or, in the case of intra-flock E.T., by the owner, to the effect that the provisions of the Act have been complied with.
  - (c) in the case of an animal begotten as a result of E.T. and imported *in utero*, the following evidence and documents endorsed by a qualified entity in the country of origin are submitted to the RA within 30 days of the arrival of the recipient dam in South Africa -
    - (i) evidence of the service or insemination and flushing of the embryo donor;
    - (ii) evidence of the transfer of the embryo concerned and date thereof to the relevant recipient dam;
    - (iii) two-generation pedigrees of both donors;
    - (iv) DNA profiles of both donors; and
    - (v) evidence that both donors conform to the minimum production and other requirements as may be determined by Council;
  - (d) a birth notification in respect of an animal resulting from E.T. is submitted as referred to in Bye-law 5.3;
  - (e) parentage in each instance is confirmed by a DNA test or an approved scientific method of confirming parentage, unless otherwise determined by the Society and the RA; and
  - (f) all other requirements of the Constitution in respect of birth notifications, registrations, recordings, inspection and/or production, are complied with.
- 8.2 The Society reserves the right through its officers to supervise and/or inspect the keeping of records in connection with the practice of E.T. by its members.
- 8.3 Breeders resident in the Territory outside South Africa who enjoy the privileges of registration or of animals under the provisions of the Constitution, may apply for

registration or recording of progeny begotten as a result of E.T.: Provided that the fertilised ova are obtained from a source approved by the Society, and provided further that the collection of ova, the handling thereof, the inovulation of the animals and the maintenance of records shall be effected in such a manner as may be duly approved by the Society from time to time.

8.4 The Society and the RA reserve the right to refuse to register the progeny resulting from E.T. should any of these rules not be fully adhered to.

8.5 Council shall have the right to limit the number of progeny from a donor ewe resulting from E.T. for registration or recording.

## **9. GESTATION PERIODS AND INTERLAMING PERIODS**

9.1 The gestation period shall be 155 days. The minimum acceptable gestation period shall be 135 days, and the maximum period shall be 165 days.

9.2 Any gestation or interlambing periods outside these ranges shall not be recognised unless the parentage of the animal concerned is confirmed by an approved scientific method.

9.3 The minimum period between the dates of birth of two successive lambs out of one ewe (interlambing period) shall be 134 days.

## **10. CONFIRMATION OF PARENTAGE**

10.1 In order to confirm the parentage of a registered animal or an animal eligible for registration, the Society shall at any time have the right to insist on a DNA test or any approved scientific method of confirming parentage -

- (a) as a routine procedure, on a basis to be determined by the RA from time to time; and
- (b) in any case of doubt.

10.2 In respect of the tests referred to in Bye-law 10.1(a) the breeder will be responsible for all costs of all parentage control tests from the second test onwards.

10.3 In respect of the tests referred to in Bye-law 10.1(b) the owner or the Society, as may be determined by Council, shall bear the costs of the tests required.

## **11. REQUIREMENTS FOR REGISTRATION OR RECORDING**

11.1 Inspection shall be a prerequisite for the registration or recording of South African bred or imported animals and except by special permission of Council no animal shall be registered or recorded under the age of 9 months.

11.2 No animal, which does not comply with the Minimum Breed and Production Standard, shall be eligible for registration or recording.

11.3 Applications for registration or recording received by the RA later than 12, but within 18 months after such an event, shall be accepted for registration or recording if accompanied by the prescribed penalty fee.

11.4 Any animal of which the particulars supplied on the birth notification or accompanying certificates are open to question may in the discretion of Council be debarred from registration or recording.

11.5 Except as provided for in Bye-law 11.1, no application for registration or recording of a South African bred animal will be considered unless details of its birth have been duly recorded or are accepted for recording in terms of Bye-law 5, and

- (a) both its parents; or

- (b) its dam, in the case of an animal imported *in utero* or resulting from imported semen;  
have been registered or recorded by the RA.
- 11.6 The method of application shall -
- (a) be laid down by the RA; and
  - (b) be endorsed by the Society to the effect that all the requirements of the Constitution in respect of registrations or recordings have been met.
- 11.7 An imported animal or one resulting from imported semen or an embryo shall be eligible for registration or recording provided that the requirements of the Constitution have *mutatis mutandis* been complied with.
- 11.8 A pedigreed animal imported into the Territory shall be eligible for registration or recording: Provided that the application for registration or recording is made within three months from the date of arrival of the animal and the application for registration or recording is accompanied by -
- (a) a certificate of registration or an original export certificate depicting a two-generation extended pedigree, issued by a qualified entity recognised by the Society and the RA, in the country of origin;
  - (b) evidence to the effect that the animal concerned conforms to the production and other requirements as may be determined by the Society from time to time;
  - (c) a report of the inspector confirming that -
    - (i) the animal bears the permanent indelible identification marks and corresponds to the one as recorded on the registration or export certificate;
    - (ii) the animal was sold and left the seller's possession on the date stated and that the animal was shipped and/or transported to the Territory on the date stated; and
    - (iii) that the animal arrived on the applicant's property on the date stated.
- 11.9 Registration/recording certificates shall be issued by the RA in respect of imported animals.
- 11.10 Animals resulting from the inoovulation of imported ova in respect of which Bye-law 8 and all other provisions of the Constitution have been complied with, shall be eligible for registration or recording: Provided that such an imported ova -
- (a) were collected by a competent body in the country of origin (approved by the Department: Animal Health of the National Department of Agriculture, the Society and the RA) from an animal which complies with the minimum requirements for the importation of ova determined by Council and approved by the RA; and
  - (b) if fertilised, shall have been fertilised with the semen of a sire which likewise complies with the above-mentioned minimum requirements for registration or recording as determined by the Society
- 11.11 The birth notification must, subject to the relevant provisions of Bye-law 7, also be accompanied by a certificate issued by a competent body in the country of origin, recognised for this purpose by the Society and the RA -
- (a) of the names, identification and registration or recording numbers of the ovum and semen donors;
  - (b) of the date and place of the collection; and
  - (c) of the number of viable ova collected from the donor concerned.
- 11.12 As from a date to be determined by Council after consultation with the Department of Agriculture, no animals shall be recommended for registration or recording unless -



- (a) the breeder concerned is a participant in the Small Stock recording system or such other system in operation in the Territory as Council may determine to be of equal standing; and
- (b) the animal concerned has been inspected by an inspector or inspectors nominated by Council.

All such records shall be available for inspection by a person or persons appointed thereto by the Council.

- 11.13 Registration/recording of all females older than 36 months, that have not lambed, will be cancelled forthwith.

## **12. INSPECTION AND PRODUCTION REQUIREMENTS**

### **12.1 Minimum standards**

Minimum inspection and production standards, as prerequisites for registration/recording, shall be determined by Council from time to time.

### **12.2 Growth stimulants**

No animal shall be accepted for registration or recording if it has been treated with hormonal growth stimulants. Such practice shall be considered prejudicial to the interests of the Society.

### **12.3 Inspections and Duties of Inspectors**

12.3.1 In terms of Clause 9.9 of the Constitution, Council shall appoint inspectors to inspect all animals eligible for registration or recording and all imported animals, upon application by the breeder concerned.

12.3.2 The inspectors shall inspect each eligible animal for registration or recording and shall satisfy themselves that the age, identification, and other details as appearing on the said application are correct and correspond with the animal offered for inspection. Furthermore, they shall satisfy themselves that the animal conforms in all respects to the minimum breed and production standards as determined by Council from time to time.

12.3.3 All animals must be inspected and approved between the age of 9 and 24 months in order to be eligible for registration or recording, except in the case of imported animals where no age limit shall apply. During an inspection all young rams or ewes of the same age and same production tested group must be placed before the inspector simultaneously as a group. The inspectors are empowered to use their discretion in holding any particular animal over for inspection during their next visit in which case the maximum age referred to above shall not apply.

12.3.4 Inspectors acting on the instructions of Council may at any time, without previous notice, carry out a general inspection of any breeder's flock.

12.3.5 Any breeder dissatisfied with an inspector's decision may lodge a written appeal to the Secretary within three weeks after the inspection. Such an appeal must be accompanied by a deposit of an amount as prescribed by Council from time to time. A board of appeal appointed by Council shall then re-inspect the animal or animals in question and, if the appeal is upheld, the relevant deposit shall be refunded less expenses incurred by Council.

12.3.6 Except in cases referred to in Bye-law 12.3.4, timeous notice shall be given to breeders of an intended visit by an inspector.

- 12.3.7 Special inspections can only be carried out by permission of Council if inspectors are available and if the applicant agrees to pay the fees payable in respect of special inspections as laid down by Council from time to time.
- 12.3.8 Inspectors may, in addition to the inspections referred to above, perform other duties with the approval of Council, including:
- (a) classification or grading of animals upon application by the breeder concerned at a fee determined by Council from time to time; and
  - (b) demonstrations and lectures at farmers' days or judges' courses.
- 12.3.9 Inspectors employed by the Society may not accept instructions from members or non-members to negotiate the buying or selling of animals nor may they accept any commission arising from sales or purchases of animals: Provided that breeders who are appointed as inspectors shall not be subject to this rule.
- 12.3.10 No breeder shall act as an inspector of his own animals.

### **13. REGISTRATION/RECORDING CERTIFICATES**

Registration certificates of which the format has been approved by Council can be requested from the RA or can be downloaded for the RA's system.

#### **13.1 Cancellation of Birth Notification or Registration and Reinstatement of Animals**

- 13.1.1 Council may direct the Secretary to apply to the RA for the cancellation of the registration or recording of any animal which has -
- (a) been birth recorded or registered/recorded by mistake;
  - (b) been birth recorded or registered/recorded on the strength of false or fraudulent information supplied by the owner; or
  - (c) been birth recorded or registered/recorded after the owner has failed to comply with any relevant Bye-law;
  - (d) failed to meet the minimum breed standards as may be determined by Council from time to time;
- and to notify the breeder or owner accordingly.
- 13.1.2 The RA must be informed within 60 days of the cancellation and/or endorsement of an animal after its death, castration or spaying or sale for slaughter or any other circumstances changing the status of the recorded or registered animals.
- 13.1.3 All documents so returned for cancellation shall be duly endorsed and kept by the RA for a period of six months, whereafter it shall be destroyed.
- 13.1.4 In the event of the cancellation of an animal in terms of Bye-law 13.1.1, such an animal may be reinstated in the records of the RA only on recommendation of the Council: Provided that the application for the reinstatement is made by the person who applied for the cancellation of the birth or registration/recording. The reinstatement of any such animal shall be effected upon payment of such a fee as may be determined by Council from time to time.
- 13.1.5 No progeny of an animal of which the birth notification, registration/recording has been cancelled in terms of Bye-law 13.1.1 shall be registered/recorded.
- 13.1.6 The Society shall notify the owner of the animal in writing at least 30 days prior to the intention of cancellation of a registration/recording.

**14. TRANSFER OF ANIMALS**

- 14.1 For the purpose of this Bye-law "transfer" means any transaction whereby any person acquires the right to sole ownership of an animal, or to any share or additional share of the ownership of a ram, and the relinquishment of any share in the ownership of such an animal or ram (as the case may be).
- 14.2 A change of ownership shall be deemed to have taken place when -
- (a) an animal is sold, exchanged or donated;
  - (b) an animal is inherited;
  - (c) a partnership of two or more persons collectively being a participant is dissolved; or
  - (d) a male animal is registered jointly in the names of more than one owner and any one (or more) of such owners disposes of his share in the animal so registered or recorded or relinquishes his interest in the said registration or recording for any reason whatsoever.
- 14.3 Any seller who transfers sole ownership of an animal, or part ownership in a ram, shall within 30 days of the date of such a transfer, furnish -
- (a) the RA in writing of the identification of the animal concerned, and full particulars of the new owner; and
  - (b) the Society with the prescribed fee as may be determined by Council from time to time:
- Provided that should such an application be received by the Society more than 30 days, but within 60 days, or more than 60 days, but within 90 days after such a transfer, the fees payable in respect of such a transfer shall be respectively double and treble the prescribed transfer fee. Any application for such a transfer received by the Society more than 90 days after such a transfer shall be accepted and dealt with by the Society subject to such fees as Council may determine from time to time.
- 14.4 In the case of sole ownership, the date of transfer shall be deemed to be the date on which the animal left the seller's possession.
- 14.5 If the animal to be transferred is:
- (a) a pregnant female, the seller shall, together with his application for transfer, furnish the RA as well as the buyer in writing the name, identification number and registration number of the ram by whom she was served together with the service date/s, or of the ram with whose semen she was inseminated, and the insemination date/s, whichever the case may be.
  - (b) a recipient dam, the application for transfer shall be accompanied by the birth notification or application for registration information and other certificates in compliance with Bye-law 6.
- 14.6 Should the seller for any reason whatsoever fail or refuse to take any steps to effect such a transfer, including failing or refusing to provide the relevant recording or registration information in writing and should the buyer be willing to pay such fees as may be laid down by Council, Council may take such steps as it deems fit in order to effect the transfer.
- 14.7 No alteration to an already recorded transfer date shall be effected unless an application to that effect, duly signed by the buyer and the seller concerned is made to the RA.

**15. REFUSAL OF APPLICATIONS**

- 15.1 In the case of progeny begotten from a dam mated to different males or inseminated with semen from different males at consecutive oestrus periods within 18 days, the Society shall request the RA to refuse registration/recording unless the parentage of

the ram is confirmed by means of an approved scientific method of confirming parentage, acceptable to the RA.

- 15.2 The Society may request the RA to refuse to accept applications from any person who has intentionally supplied false, inaccurate or misleading information or who has negligently failed to supply any information or particulars which it was his duty to supply within a reasonable time.
- 15.3 Whenever the RA has refused to accept applications from any person, the Society may, in addition, request the RA to cancel any or all previous entries made in the Studbook on behalf of such a person.
- 15.4 The Society shall not take any action under Bye-laws 15.2 and 15.3 except after an investigation by a commission consisting of the President and/or Vice-President and two other members appointed by Council, and in accordance with the recommendation of that commission.

## **16. IMPORTATION AND EXPORTATION OF ANIMALS, SEMEN OR OVA**

- 16.1 Applications to import or export animals, semen or ova shall, in terms of the Act, be submitted in duplicate, on forms available from the Registrar, to the Society, together with the prescribed fee and the Society shall forward one copy together with its recommendation thereto, and the required documents reflecting the details referred to in Bye-law 16.2, to the Registrar.
- 16.2 Council shall determine minimum production and other requirements for the importation and exportation of animals, semen and ova in terms of Clause 9.25 of the Constitution, and no such importation or exportation shall be recommended to the Registrar by the Society unless the said requirements are complied with.
- 16.3 Imported animals and animals resulting from the importation of semen or ova which comply with the minimum requirements referred to in Bye-law 16.2 and the requirements of the Constitution shall be eligible for registration or recording.
- 16.4 The RA may, upon application, issue export certificates in respect of animals, semen or ova in the form desired by the Society and approved by the RA.

## **17. TRADEMARK OF THE SOCIETY**

No member/non-member may and/or is entitled to use the trademark of the Society (as registered and protected under the Trademarks Act, TRADEMARKS ADMINISTRATOR, MACROBERT INCORPORATED ATTORNEYS | 1978/004694/21, / SOUTH AFRICA: TRADEMARK REGISTRATION NO 1998/09243 ILE DE FRANCE APPARATUS IN CLASS 42 IN THE NAME OF ILE DE FRANCE SHEEP BREEDERS' SOCIETY OF SA ") for publicity purposes, advertisements for an auction catalogue or the sale of animals and/or to allow an agent, a newspaper or magazine to use the trademark, unless-

- 17.1 such auction or sale transaction is held under the auspices of the Society, as specified in Schedule A of this Constitution; and
- 17.2 approval of the Council has been granted.

## **ANNEXURE A**

### **ILE DE FRANCE SHEEP BREEDERS' SOCIETY OF SOUTH AFRICA**

#### **DIRECTIVES FOR THE PRESENTATION OF ILE DE FRANCE AUCTIONS**

1. The Society expects breeders to sell Ile de France at auctions under the protection of the Society. This offers protection to both buyers and sellers of such animals and holds financial gain for the seller. It also ensures that animals comply to required standards and is there for to the benefit of the buyers as well.

2. Ile de France stud auctions can be classified under the following categories:

**2.1 Production or Sheep Reduction Auctions:**

Hereunder includes ram auctions, auctions of approved ewes with or without lambs. More than one breeder may co-operate to present such auctions together.

**2.2 Dispersal Sales:**

These auctions are aimed at termination of stud farming, which means that the breeder concerned cannot continue with a Ile de France-stud under any other name. The membership of such breeder will be terminated automatically within three months after the auction.

A dispersal sale is there for an auction where all animals on the herd list of the breeder will firstly appear in the catalogue and secondly be offered for sale in the auction ring. Any other name for an auction which gives the impression to the buying public that the auction is a dispersal sale will fall under the rules of a dispersal sale.

The Council has the right not to allow the breeder to advertise the auction as a dispersal sale if there is evidence that the best animals in the herd have already been sold or alienated before the auction, unless the seller states it in the advertisements.

**2.3 National Auctions**

These are auctions which are presented by the Council of the Society under the rules of the Society and will be held under the protection of the Society.

**2.4 Commercial/Club Auctions**

These are auctions organised by the recognised Ile de France Clubs on which mainly male (rams) and female (ewes) stud animals are offered. Such auctions can take place under the protection of the Club concerned, provided that the animals on offer were visually inspected and approved by an inspector of the Society.

**2.5 Any Production, Sheep Reduction, Dispersal Sale, National Auction, Commercial or Club Auction of registered Ile de France Sheep will be approved by the Society on condition that:**

2.5.1 Before any notice of such auction is given, the seller shall meet with a nominated representative of the Society, discuss the particulars of the auction and approve details of the auction. A written agreement, in which particulars and conditions of the auction are contained, shall be signed by both the seller and the Society's nominated representative.

2.5.2 The provisions as stated herein, shall strictly be adhered to.

2.5.3 If provisions, as stated in 2.5.1 above, are not carried out, the Society has the right to:

- a. negotiate the conditions again;
- b. withdraw the permission that the auction can take place under the protection of the Society;
- c. suspend the membership of the breeder.

### 3. **BOOKING OF AUCTION DATE**

- 3.1 A breeder/Group or Club planning to hold an auction under the auspices of the Society should apply at the Society in advance (more than three months prior to the planned auction) and sign the auction agreement. If the date applied for is cancelled for whatever reason, a written application must be made to the Society again, when a new date has been decided, and the previous application will no longer be valid. The appointed auctioneer should also sign an agreement with the Society at least 14 days before the auction. Exceptions can be considered for estate auctions where the required three months in urgent cases might not be feasible.
- 3.2 As far as possible a minimum time lapse of at least three weeks should be left between auctions in the same area to prevent conflict of interest with relation to buyer recruitment/canvassing. Only in exceptional cases will more than one auction be allowed on the same day, and then only on condition that the auctions take place far away from each other in different climatic zones, and competition for the same buyers cannot take place.

With the allocation of auction dates the priority order of sequence will be applied as follows:

Firstly Society auctions, then club auctions and thereafter breed group, private, production or dispersal sale auctions. Vested interests will be taken into account.

### 4. **UNDER THE AUSPICES OF THE SOCIETY**

“Under the auspices of the Ile de France Sheep Breeders Society of SA”, means that the Society inspected the authenticity of the breeding- and performance information of every head of Sheep, provided in the Catalogue. It also means that an inspector/s of the Society visually inspected every head of Sheep no longer than 14 days before the auction, and approved them for transfer to another breeder. The Society however cannot accept responsibility if the wrong head of Sheep is auctioned off or for any hidden defects or diseases of any Sheep being offered.

### 5. **CATALOGUE**

- 5.1 The prospective seller should submit a concept catalogue as Stud Book provided at least 4 (Four) weeks before the planned auction date at the offices of the Ile de France Sheep Breeders’ Society. This catalogue should contain the following information of every animal being offered:

Animal itself: Lot number, Registration number, gender, Date of birth, Birth weight.  
 Father: ID-number, registration number.

Mother: ID-number, registration number, date of birth and number of births.

The following information is also required:

The type of auction (e.g. Production, Dispersal Sale), place, date, name of seller and Auctioning firm, contact persons and telephone numbers.

- 5.2 If the seller wants to mention inoculations or tests (fertility tests) the month and year of inoculations or tests should be indicated at each one. It also be mentioned whether the entire herd or only certain animals tested negatively.
- 5.3 The prospective seller should submit a draft Catalogue with details as recorded with S A Stud Book, at least four (4) weeks prior to the date of sale as requested by the Ile de France Sheep Breeders' Society. After the Ile de France office approved the concept catalogue it may be printed. A copy of the final catalogue together with the approved concept should be submitted to the office for purposes of control, at least four (4) days before the auction.
- 5.4 The cost of the Draft Catalogue as drawn up by Stud Book is deductible from the commission of 1% or ½ % if the costs do not exceed the commission.

## 6. INSPECTION

The Ile de France Council will at the National Auction appoint one or more inspectors. At an Dispersal Sale, Group/Club and/or Production auction, one or more Inspectors will be appointed by the seller/s to inspect the animals that will be offered at the auction. These inspectors will be approved by the Council. Auctions are expected to be offered under the auspices of the Society, but if an auction is not offered under the auspices of the Society, the Council will appoint one or more Inspectors for such an auction.

Costs of the inspection before an auction will be for the account of the seller, who will pay the inspection costs to the inspector or inspectors.

Animals that are visually rejected by an inspector during auction inspection, cannot be offered as stud animals later or at the end of an auction that takes place under the protection of the Society. Such animals may later be sold commercially on the auction, and/or the seller can take them back to the farm to sell them as stud animals at a later stage after successful inspection.

## 7. PRODUCTION- AND CLUB AUCTIONS

7.1 At all auctions under the auspices of the Society the auctioneer will read the meaning of “under the auspices of the Society” out loud as under point 4 above, before the auction starts.

7.2 Sheep that, according to the judgement of the inspector, (who inspected the Sheep before the auction), do not meet the minimum breed standards of the Society or are not auction worthy, may under no circumstances be offered during the “auction under auspices”.

Such rejected animals may be offered for sale as commercial animals, after the auction has been concluded and the auctioneer has given a clear explanation, but may not be transferred to the buyers for registration purposes. The same applies to Sheep that did not comply with requirements during examination of the Catalogue. Animals that were not approved as auction worthy may be sold privately at a later stage.

The seller holds total responsibility for the sale of rejected animals under the above mentioned prerequisites. The Society will under no circumstances transfer such animals to the new owners for registration purposes and will not become involved in any claims from buyers who were possibly under the wrong impression. The seller indeed has the choice not to make such animals available for purpose of selling.

7.3 The seller or any agent nominated by him may not bid at any auction under the protection of the Society.

7.4 The auctioneer has to claim the commission (as determined by the Council from time to time) on the total sales of the auction under the protection of the Society, from the seller and transfer it to the Society within 14 days after the auction. The commission will be raised on all animals that moved through the ring and were offered for sale.

7.5 Regarding Dispersal sales, no reserve prices or restrictive conditions will apply.

7.6 Sham sales for whatever purpose will be considered unethical behaviour.

## 8. DISPERSAL SALES

Bye-Law 7 is also applicable to dispersal sales. In addition, the following rules will apply:

8.1 The booking of a dispersal sale by the Society is only a provisional booking. The acceptance or confirmation of it will only take place after a completed application form, in which all the rules and regulations are contained, is completed and signed by the seller and the Council.

- 8.1.1 Should the breeder hold a dispersal sale in two parts, e.g. first the inspected animals and later the younger animals, after their inspection - the breeder may apply to the Council in writing to extend his membership for a mutually agreed period.
- 8.1.2 Should the breeder for acceptable reasons not sell all his Ile de France on the dispersal sale auction, he may direct written motivated application to the Council to extend his membership to give him the opportunity to sell the remaining animals.
- 8.2 The membership of a breeder whose herd was offered at a dispersal sale will automatically be ended three months after the auction, after the standard requirements for the termination of membership were adhered to.

If circumstances change during or after the auction the breeder will have to send written representation and/or motivation to the Council with relation to his situation. In such cases, the Council will make a satisfactory arrangement with the breeder.

- 8.3 All Ile de France in the name of the concerned breeder or company, trust, closed corporation, partnership or herd in which he has an interest shall be presented at a dispersal sale. On the grounds of an acceptable reason the Council may consent to the sale of only certain of the interest groups' animals. The membership of such interest groups will then be terminated.
- 8.4 Ile de France sold at a dispersal sale, shall not be transferred as registered animals, into the name of the seller, his spouse or any organisation (e.g. company, closed corporation, trust, partnership or herd name) wherein the seller has an interest.

Any official and/or registered auctions as well as reduction or production auctions, or dispersal sales will be allowed by the society subject to the following reservation:

That before any notice of such auction is given, the seller will have discussions with a representative of the Society and at such a meeting they will discuss and approve the details of the concerned auction. A written document, in which such information is contained, shall be signed by both the seller and the Society's representative.



**ANNEXURE B**

**ILE DE FRANCE SHEEP BREEDERS' SOCIETY OF SA  
AGREEMENT BETWEEN THE AUCTIONEER AND THE ILE DE FRANCE SHEEP  
BREEDERS' SOCIETY FOR THE PRESENTATION OF A ILE DE FRANCE  
AUCTION UNDER THE AUSPICES OF THE SOCIETY**

I, .....auctioneer from the firm .....  
.....was asked to arrange a Ile de France Sheep Auction, on behalf of  
our client, .....in.....on.....20.....

I undertake to:

1. Do everything in my power to complete the auction honestly and in the best interests of our client and to the benefit of the Ile de France Sheep breed;
2. Respect the rules, of which I received a copy, of the Society with regards to auctions under the auspices of the Society;
3. Read the following to the buyers-public at the start of the auction:  
"THIS AUCTION TAKES PLACE UNDER THE AUSPICES OF THE ILE DE FRANCE SHEEP BREEDERS SOCIETY OF SA. THIS MEANS THAT THE SOCIETY HAS EXAMINED THE AUTHENTICITY OF THE BREEDING-AND PRODUCTION INFORMATION OF EVERY HEAD OF SHEEP AS PROVIDED IN THE CATALOGUE. A INSPECTOR OF THE SOCIETY VISUALLY EXAMINED AND APPROVED EVERY HEAD OF SHEEP AS SUITABLE FOR TRANSFER TO A NEW OWNER, BEFORE THE AUCTION. THE SOCIETY CAN HOWEVER NOT ACCEPT THE RESPONSIBILITY IF THE WRONG HEAD OF SHEEP IS AUCTIONED OR FOR HIDDEN DEFECTS OR DISEASES OF ANY SHEEP BEING OFFERED".
4. Ensure that animals not approved for auction will not be presented under auspices of the Society
5. Transfer this undertaking to my substitute if I, for some reason, cannot take charge of the auction myself.

**Signed at .....on the ..... day of .....20.....  
In the presence of the undersigned witness.**

.....  
**SIGNATURE : WITNESS**

.....  
**SIGNATURE OF AUCTIONEER**

.....  
**AUCTIONEER  
NAME AND SURNAME IN PRINT**

**ANNEXURE C**

**ILE DE FRANCE SHEEP BREEDERS' SOCIETY OF SA  
APPLICATION TO PRESENT A ILE DE FRANCE AUCTION UNDER  
THE AUSPICES OF THE SOCIETY (Complete in duplicate)**

I,.....in my capacity as .....of  
the .....Ile de France Stud herewith apply to present an Ile de France auction under the auspices of the Ile de France Sheep Breeders' Society of SA.

PLACE OF AUCTION: .....

DATE OF AUCTION: .....

TYPE OF AUCTION: .....

AUCTIONING FIRM.....

ESTIMATED NUMBER OF ANIMALS: .....

Rams:	Ewes:	Pregnant Ewes:	Ewe with lambs:
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I declare that I received a copy of the rules of the Society with relation to auctions under the auspices of the Society as well as DISPERSAL SALES, have studied it thoroughly and that I subject myself to the rules without reservation. I declare that I will give the auctioneers instruction to withhold an amount of money equal to 1% or ½% of the named auction sales and pay it over to the Ile de France Sheep Breeders Society of SA, for the privilege to present the auction under the protection of the Society and for the controlling of the breeding-and performance information of the Sheep.

1. I read through the Auction Protocol of the Ile de France Sheep Breeders' Society.
2. Respect the Society's Rules regarding Ile de France auctions;
3. That I have thoroughly checked the documents provided to me and understand the contents thereof and fully identify with them.

**Signed in .....on the .....day of .....20 .....  
in the presence of the undersigned witness.**

.....  
**SIGNATURE (OWNER/DULY AUTHORISED REPRESENTATIVE)**

.....  
**SIGNATURE (WITNESS)**

**APPROVED/NOT APPROVED**

.....  
**SIGNATURE (PRESIDENT)**