

**CONSTITUTION**

**OF**

**THE**

**United States - South African Boer Goat Breeders Alliance**

# CONSTITUTION OF THE UNITED STATES - SOUTH AFRICAN BOER GOAT BREEDERS ALLIANCE ( US-SABGBA) (Hereinafter referred to as “the Alliance”)

*(Sections in italic, indicate specific relevance in South Africa, but is kept in text as it ultimately filters through to, and has eventual bearing on the Alliance)*

## DEFINITION OF TERMS

When the following words are used in this Constitution and a contradictory meaning does not appear from the context, their meanings are as follows –

- (a) **Recording**, the procedure of entering F1 to F6 Boer goats in the Development Register;
- (b) **SA Boer goat**, is an animal that has been refined by the SA Stud Breeders from the indigenous Africa goat and possesses a specific phenotype as described to the SA Boer goat, regardless of where in the world it is found. Hereinafter referred to as the **Boer goat**;
- (c) **Owner** of a Boer goat, the person who
  - (i) according to the records of Stud Book SA, owns the Boer goat, or
  - (ii) can provide evidence to the Alliance Council’s satisfaction that the Boer goat is eligible for recording or registering as such in his/her name;
- (d) **Ovum**, the fertilized or unfertilized ovum of a Boer goat;
- (e) **Regions**, any region within any state of the United States of America;
- (f) **Birth**, the birth of a Boer goat lamb/kid;
- (g) **Alliance**, the United States - South African Boer Goat Breeders Alliance
- (h) **Constitution**, the Constitution (including the Bye-laws and internal rules) of the Alliance;
- (i) **Stud Book**, the Stud Book of SA in which the details of all Boer goats are entered,
- (j) **Performance**, the measured values of traits that are objectively measurable and that apply to a SA Boer goat or group of SA phenotype Boer goats.
- (k) **Council**, Council of the Alliance.
- (l) **Registration**, the procedure of entering Boer goats in the Fully Registered section of the Studbook;
- (m) **Registrar**, the Alliance officer appointed as Registrar of Animals for entering into Stud Book;
- (n) **RSA**, the Republic of South Africa
- (o) **USA**, the United States of America;
- (p) **Secretary**, the Secretary of the Alliance who attends all meetings of the Alliance and who has the right to participate in discussions, and have the right to vote on any matter or resolution taken at the meeting;
- (q) **Semen**, the semen of a Boer goat;
- (r) **Studbook**, the South African Studbook and Animal Improvement Alliance;
- (s) **A South African bred Boer goat** (for purposes of recording or registration), a Boer goat such as was born in or underway to the RSA regions, or born abroad from South African genetic material. However, one that results from an implant with an imported ovum will be regarded as an imported Boer goat;
- (t) **Breeder**, of a Boer goat that is eligible for recording or registration in the Stud Book, the owner of
  - (i) its dam at the time of its birth,
  - (ii) the carrier ewe at the time of its birth as the result of an ovum transplant, or
  - (iii) such animal during its first acceptance for recording in the Development Register;
- (u) **Act**, *The RSA Animal Improvement Act, 1977 (Act 25 of 1977)* including the regulations issued in terms of the Act, as well as amendments and upgrading of the Act up to the present.
- (v) **Present**, the date on which the reader uses this Constitution;
- (w) **Executive Committee**, is the Alliance Management Committee;
- (x) **SA Breed Standard**, is the standard of efficiency as described by the South African Boer Goat Breeders Association;

- (y) **Post of the President**, This post of the Alliance is an executive post that the President may manage according to his integrity and discretion; he is accountable to Council and, in the final analysis, to the members.
- (z) **He**, will refer to both sexes, it can be male or female, he/she.

# THE United States - South African Boer Goat Breeders Alliance CONSTITUTION

## 1. NAME OF THE Alliance

The name of the Alliance is the **United States - South African Boer Goat Breeders Alliance** and in this Constitution all words to which a particular meaning is attached have the same meaning. In general reference “The Alliance” will be used.

## 2. AIMS AND POWERS

Subject to the provisions of bylaws and this Constitution, the aims and powers of the Alliance are:

- 2.1 To encourage the breeding and improvement of the genetic production potential of the SA Boer goat in the USA and worldwide through technical, advisory and inspection services and particularly through executing the powers and duties granted to the Alliance in terms of the Act as regards recording or registration of pedigrees by Studbook, and the import and export of Boer goats, semen and ova.
- 2.2 To preserve the breed purity of the Boer goat breed in the USA - RSA and worldwide and to use all possible and available means to promote interest in the breed.
- 2.3 To compile, preserve and maintain accurate reports on the pedigrees and details of SA phenotype Boer goats for the purpose of recording or registration by Studbook.
- 2.4 To collect, record and maintain a Boer goat flock register of authentic stud flock history as well as such other records that may be deemed necessary from time to time to implement the aims of the Alliance.
- 2.5 To compile a *standard of excellence* (hereinafter referred to as the *Breed Standard*) for the breed with regard to visual assessment as well as performance assessment by means of objective measurement of all measurable traits and to lead and support its members in the implementation of the breeding policy as determined by the Alliance.
- 2.6 To compile, for purposes of showing, different classes of Boer goats and to nominate judges who are deemed competent to judge the breed; and to convince agricultural societies and others of the desirability of and necessity for appointing only judges recommended by the Alliance.
- 2.7 To promote the sale of SA phenotype Boer goats.
- 2.8 To provide counsel in collaboration with SA Studbook in order to improve USA phenotype Boer goats.
- 2.9 To generally do all in its power to promote its members’ interests with regard to their operations related to Boer goats in the USA.
- 2.10 To gather and disseminate information on the best way in which the breeding of phenotype SA phenotype Boer goats in the USA can take place and be extended and sustained in the most beneficial manner; and to keep members informed of scientific and other developments and breeding practices.
- 2.11 To fulfil such functions and duties as are delegated to the Alliance and as a result of its membership of Studbook who in turn is subject to the specific RSA Act.

## 3. MEMBERSHIP

### 3.1 THOSE WHO ARE ELIGIBLE

Any person resident in the USA who is a breeder of SA phenotype Boer goats of who show an interest in the breed shall be entitled to membership of the Alliance, on the understanding that any person to whom membership of the Alliance was granted before ratification of this Clause, subject to the provisions of the Constitution, will continue to be a member with retention of all rights and privileges of membership.

The following members are provided for:

**(a) ORDINARY MEMBERS**

All persons who are directly involved in the breeding of SA phenotype Boer goats in the USA shall be eligible for membership of the Alliance as ordinary members.

For the purposes of this sub-clause, a company, partnership or legal entity in terms of the above-mentioned conditions is regarded as a person and shall be eligible for Ordinary Membership of the Alliance.

**(b) Life member**

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**(c) HONORARY LIFE MEMBERS**

For special services rendered in the interest of the breed, the Annual General Meeting may elect a person as a Honorary Life Member, on condition that it takes place on the recommendation of Council. Such Honorary Life Member shall enjoy all the rights and privileges of membership except for the right to vote.

**3.2 COMPANY, PARTNERSHIP OR LEGAL ENTITY**

3.2.1 A company, partnership or legal entity that applies for Ordinary Membership must submit to the Alliance such facts and data as may be required to determine its majority shareholder and must then, or at any time afterwards, apart from the required information expected from all applicants, further inform the Alliance of the name and address of the person appointed as its representative at meetings of the Alliance; on the further condition that such person shall have the right to nominate a substitute in writing. Such written nomination must reach the Alliance not later than before commencement of the meeting at which such substitute must vote.

As regards a partnership, the full names and addresses of all partners at the time of application for membership must be submitted to the Alliance and such partners shall jointly and severally be responsible for all obligations to the Alliance.

3.2.2 All correspondence directed to such authorized representative, as set out in Clause 3.2.1, shall be regarded as having been duly delivered to the company, partnership or legal entity and at all meetings attended by such mandated representative on behalf of the company, partnership or legal entity, the company, partnership or legal entity shall be regarded as duly represented.

3.2.3 The principal who is appointed in such a manner to represent such company, partnership or legal entity, may be elected to Council.

3.2.4 If such a company, partnership or legal entity fails to comply with the requirements of Ordinary Membership as set out in Clause 3.1 (a) and (b), his membership of the Alliance shall be terminated and the provisions of the next Clause 3.2.5 shall be applicable *mutatis mutandis* with regard to such a company, partnership or legal entity.

3.2.5 In the case of the liquidation of a company or the dissolution of a partnership or legal entity, membership of the Alliance shall automatically be terminated, on the understanding that -

(a) all moneys or amounts due to the Alliance on the date of liquidation or dissolution will be collected by the Alliance from the liquidator of such company, or from the members (whether jointly or separately) of such partnership or legal entity;

(b) the liquidator of such company and the members of such partnership or legal entity shall be obliged to fulfil all the obligations of such a company, partnership or legal entity as regards recording of registrations, transfers or any other obligations that the company, partnership or legal entity would have fulfilled as a member of the Alliance; and

(c) any moneys that may be due, such as flock moneys, recording or registrations, transfers or other obligations that must be fulfilled after such an automatic termination of

membership, shall be levied in accordance with the scale for Ordinary Members or Life Members.

### **3.3 APPLICATION FOR MEMBERSHIP**

- 3.3.1 Application for membership of the Alliance as an Ordinary Member or Life Member must be submitted to the Alliance on its application form for Membership of the Alliance. The application must also be accompanied by the particular subscription and/or entry fees as determined by Council from time to time.
- 3.3.2 An application for membership must be accompanied by the necessary evidence that the particular requirements are complied with.
- 3.3.3 Council may accept the application for membership of any person on such conditions as Council may determine, or refuse any application without providing reasons.
- 3.3.4 If an application for membership is refused, the applicant will be entitled to the refund of any moneys that accompanied the application.
- 3.3.5 It is clearly understood that membership to the Alliance is required to get membership to Studbook South Africa.

### **4. REGISTER OF MEMBERS**

- 4.1 The Alliance shall keep a register of all members in which must be recorded the date of admission to membership, their postal addresses, amounts received from them and the dates of payment; overdue moneys as well as the dates on which the last Boer goats were recorded or registered in their names and the section of the Stud Book in which their Boer goats are recorded or registered.
- 4.2 Every member must notify the Alliance in writing of a change in postal address and all notices or publications sent to a member's recorded address shall be deemed as having been properly delivered to such member.
- 4.3 All post sent to members by the Alliance by registered/certified post shall be binding.

### **5. RIGHTS AND PRIVILEGES OF MEMBERS**

The rights and privileges of every member of the Alliance is personally applicable to himself and is not transferable.

Rights of members shall include the following -

- (a) to receive all reports and other publications that are distributed among members by the Alliance;
- (b) to have SA phenotype Boer goats recorded or registered in accordance with the Constitution and as per the current Logix System used by Stud Book;
- (c) to attend all general meetings of the Alliance and to vote on matters discussed at such meetings;
- (d) if available, to receive all expert technical advice on matters regarding Boer goats from the Alliance's inspectors and officials. All costs such as travelling that may be incurred must be paid by the applicant;
- (e) to consult and use the Alliance's official reports; and
- (f) to be in possession of all the rights and privileges and obligations as set out in the Constitution.

### **6. MEMBERS' FEES AND MONEYS**

- 6.1 All membership fees or any other moneys and commission due to the Alliance must be paid as determined by Council from time to time and shall be tabled at the first subsequent general meeting of the Alliance or announced in the official mouthpiece of the Alliance.
- 6.2 The annual membership fees are payable in advance on 1 July of every year and shall be regarded as in arrears if they have not been paid by 1 October of the same year.
- 6.3 Any member whose annual subscription and/or any other moneys payable to the Alliance are not paid within a time limit determined by Council, shall cease to enjoy any of the rights, privileges and benefits of membership until such time as debt in arrears has been paid in full.
- 6.4 Council may instruct that interest and/or fines be levied on all moneys in arrears at a rate determined by Council from time to time.
- 6.5 Any person who, for whatever reason, ceases to be a member of the Alliance shall remain liable for all amounts due to the Alliance at the time of the termination of his membership.
- 6.6 If Council should decide that the account of a person is in arrears at the time of the termination of his membership, and if his account is handed over to a firm of attorneys for collection, such a person shall be liable for the payment of all legal costs, collection fees, attorney's fees and client costs incurred along with the original amount, fines and claims he owes the Alliance.
- 6.7 Any fees regarding registration of Boer goats or additional administrative obligations related to it shall be payable by the member.

## **7. MEMBERS' RESIGNATION, EXPULSION AND ANNULMENT OF THE RIGHT TO VOTE**

### **7.1. RESIGNATIONS**

Any member may resign as a member of the Alliance not less than three months before the time by notifying the Alliance in writing on the understanding that -

- (a) it is done by registered post;
- (b) such resignation will not be effective before 30 June of the financial year in which the resignation is submitted; and
- (c) such member has paid all moneys due to the Alliance in full and such member has complied with his obligations with regard to documents, records, entries, recordings, registrations and transfers or any other obligation with regard to his membership as required by the Alliance.

### **7.2 EXPULSION OF MEMBERS**

7.2.1 Council may expel a member who –

- (a) failed to pay any amount owed by him to the Alliance within 60 days after a written demand for such settlement, signed by the Secretary, is delivered to him;
- (b) contravened the Constitution or any rule of the Alliance or who, in the judgement of Council, acted dishonorably or disparagingly toward the character or to the detriment of the interests of the Alliance;
- (c) brought real or possible dishonour upon the Alliance by his conduct or lack thereof or was guilty of conduct to the real or possible detriment to the aims of the Alliance;
- (d) on purpose or for personal gain, provided erroneous information to the Alliance or any of its officials or to officers or judges at shows, or who effected such changes to the body of an animal as to mislead any person;
- (e) tried to bribe an official of the Alliance; or

- (f) was found guilty on the grounds of contravening the constitution or any State or Federal law, or, any such that will deliberately or accidentally harm the Alliance;  
**ON THE UNDERSTANDING THAT** no steps will be taken toward expulsion of a member of the Alliance, before the Alliance has directed a registered letter to such a member informing him of the proposed expulsion at least 30 days before the date of Council meeting at which the expulsion will be handled and in which an appeal is made to him to personally or, if preferred, by his duly authorized representative, to put his case at Council meeting.

- 7.2.2 Council or any Committee of Council shall be duly permitted to make inquiries about the conduct of a member and to receive such information from such place, person, firm and/or institution and act thereon in such a manner as Council may deem fit.
- 7.2.3 The ordinary arrangements regarding the furnishing of evidence shall not be applicable to such *bona fide* enquiry and no member shall have any action, claim and/or right to compensation against Council or its Committee with regard to any matter and/or case that results from such enquiry or information that had been obtained.
- 7.2.4 Any member that has been expelled must be informed in writing of his expulsion by the Alliance within three days after the date on which the decision on the expulsion was approved.
- 7.2.5 After such expulsion of a member, Council shall remove his name from the Stud Book and any other registers or reports of the Alliance and apply to Studbook for cancellation of all recordings or registrations with regard to Boer goats bred by the expelled member and that were in his possession at the time of his expulsion. Council shall further expect from the expelled member to return all records or registration certificates with regard to Boer goats to the Alliance and after such date no transfer of animals bred by him will be recorded or registered; no birth notices received from him will be accepted and he will be notified to this effect.
- 7.2.6 Any person who is expelled as a member of the Alliance shall pay all subscriptions and moneys owed by him to the Alliance in full by the date of his expulsion, and fulfil all his obligations as regards recordings or registrations and transfers or any other obligation with regard to his membership.
- 7.2.7 Any member shall have the right to appeal. Such appeal will be heard by the Management Committee and an equal number of retired Council members as co-opted by the Management Committee

### **7.3 ANNULMENT OF RIGHT TO VOTE**

- 7.3.1. Any member's right to vote shall not be annulled unless he has been notified in writing by the Secretary at least 30 days before the meeting at which such annulment will take effect.
- 7.3.2 Such annulment of a member's right to vote shall remain in force until he again has animals recorded or registered, after which his right to vote will be terminated immediately without any notice to that effect having to be given to him.
- 7.3.3 The annulment of the right to vote in this mentioned manner shall in no way affect the other rights and/or obligations of membership.

### **8. REINSTATEMENT OF MEMBERS**

Any person who, for whatever reason, has stopped being a member of the Alliance may afterwards again be eligible for membership in accordance with the provisions of Clause 3.3 and after all debts in arrears have been settled.

## 9. COUNCIL AND THE EXECUTIVE COMMITTEE

### 9.1 Election of Council

**The Founding Executive Committee of the US-SABGBA will stand for a fixed term of 5 years to ensure proper establishment, continuity and installing full compliance to all South African Boer Goat Breeders Association and Stud Book SA Laws and Requirements and the subsequent success without interference, co-opting any other member in any capacity for the improvement of the Alliance. This ruling must also be read in conjunction with 9.6 below.**

#### **THEREAFTER:**

- (a) The interests of the Alliance are controlled and managed by a Council that is elected by members who are present, are fully paid-up, eligible to vote, one vote per person or entity, and vote at an annual General Meeting or Special General Meeting that is convened to that end, and approved online voting will be allowed within legal and functional applicable programs/systems abilities at that time.
- (b) Council shall consist of an Executive President, a Vice-President and one additional member elected from the floor.
- (c) In years to come, if clubs are established, one per state, with a no less than 10 fully paid members, such an established club may apply, (subject to approval) to Council to obtain a full-time seat on Council for its chairperson as a full Council member.
- (d) The President and Vice-President are elected at the Annual General Meeting from members who have already served on Council for two years.  
They are elected for a term of office of one year and, for the sake of continuity, their terms of office will not expire during the same annual meeting.
- (e) The President, Vice-President and additional members are all eligible for re-election.
- (f) For the election of Council members all candidates must be nominated by sealed official ballot and elected by sealed ballot at the Annual General Meeting (AGM).

9.2 Apart from the six elected members of Council, the following members shall also serve on Council in an advisory capacity but without the right to vote –

#### (a) **THE SECRETARY**

The Secretary of the Alliance attends all meetings of the Alliance and has the right to participate in discussions, but shall not have the right to vote on any matter or resolution taken at the meeting.

9.3 When a member of Council passes away, resigns or terminates membership of the Alliance, Council may appoint another member of the Alliance as a substitute with full powers for the remaining term of office. Council shall be considered as duly constituted and will continue to execute all the powers transferred to it notwithstanding any vacancies that may arise.

9.4 In the case where the office of President or Vice-President become vacant before the termination of the term of office for which he was elected to Council, at its next meeting Council must nominate and elect one of its members to fill the vacancy for the duration of that term of office.

9.5 Members of Council who are absent from two consecutive meetings of Council without permission or good reason will forfeit their offices.

9.6 Council that is in existence at the time when the Alliance is granted legal entity status shall *ipso facto* be Council of the Alliance and election of Council members shall thereafter take place in the manner and time as set out here.

**9.7 EXECUTIVE COMMITTEE (Management Committee)**

The Executive Committee of Council that holds powers as determined by Council shall consist of the President and Vice-President and one Council member. All procedures or resolutions of the Executive Committee must be approved at the next Council meeting.

**10. POWERS AND DUTIES OF COUNCIL**

Subject to the provisions of the Constitution and the resolutions of the Alliance as taken from time to time, Council has the power to act in such a manner that shall be in the best interest of the Alliance, or for the promotion and fulfillment of its aims that may be deemed necessary or desirable.

In particular Council has the power to :-

- 10.1 secure in any way payment of money borrowed, including the discounting or pledging of goods, and without prejudice to its generality, in particular by the issue of the type of debenture or debenture effects, with or without surety;
- 10.2 lend money to any person or company;
- 10.3 secure indemnities and guarantees and surety and to secure payment thereof in any way;
- 10.4 make donations or grants;
- 10.5 undertake and execute a trust;
- 10.6 pay gratuities and pension schemes, and establish other incentive schemes with regard to its office bearers and employees;
- 10.7 subject to the provisions of Clause 6.1, alter or adjust the membership fees or obligations from time to time and to recommend any additional moneys and obligations as may be deemed necessary;
- 10.8 open one or more bank accounts on behalf of the Alliance and to draw, accept, endorse, enter into or execute any bill, promissory note, cheque or other negotiable documents that relate to matters of the Alliance;
- 10.9 buy, rent, take a mortgage on or acquire for the Alliance buildings, land, goods, movable assets and possessions; to sell, pledge, let, dispose of or otherwise get rid of movable goods or fixed property of the Alliance, and apply the compensation so obtained in such a way that it may be considered to be to the best advantage of the Alliance;
- 10.10 invest or manage in any other way any moneys that are not essential to the immediate needs of the Alliance at such securities and on such conditions as Council may approve of and from time to time change or withdraw such investments.
- 10.11 pay all the costs and accounts with regard to the administration and management of the Alliance;
- 10.12 collect and receive moneys, donations and other debts and funds and to apply them to the benefit of the Alliance and towards the promotion of the Boer goat breed;
- 10.13 borrow money for the Alliance against security of any property of the Alliance;
- 10.14 in accordance with Clause 6.3, refuse to inspect, record or register and do other work for members if their accounts are in arrears;
- 10.15 convene general meetings of the Alliance, or in response to a special request submitted in accordance with the provisions of the Constitution or otherwise, if it is deemed necessary;
- 10.16 appoint, discharge or expel in good faith, such auditors, lawyers or other legal representatives, agents, office bearers or officials or other employees permanently, temporarily or with the purpose of special services; to determine their powers and duties, establish their remuneration and conditions of service and to make such provision for the due execution of their duties, as may be deemed advisable in special circumstances;

- 10.17 institute, conduct or have another conduct, defend or effect a settlement with regard to any legal steps by or against the Alliance or against any of its office bearers or officials or other employees in connection with the matters of the Alliance; and to reduce any debts owed, or grant extension for their payment or comply with any claims or summons by or against the Alliance.
- 10.18 enter into contracts outside the USA and obtain contracts, deeds and documents in a foreign country;
- 10.19 make recommendations in terms of the Act with regard to the import and export of Boer goats, semen and ova;
- 10.20 Oversee and ensure that any/all imported semen/ova are recorded and approved by the Alliance to ensure quality and proof of origin;
- 10.21 Any/all semen/ova imported without the knowledge and/or approval of the Alliance will be deemed null and void and may, by the discretion of the Alliance Council, be declared not recognized as breeding material.
- 10.22 appoint inspectors for selecting Boer goats that are presented for recording or registration and for the purpose of any other operations for which members of the Alliance may require the services of the inspectors and to instruct and lend powers to such inspectors with regard to their duties to ensure that the aims of the Alliance are executed, or to discharge them;
- 10.23 instruct inspectors of the Alliance to investigate cases where proper records are not kept, of where doubt may arise with regard to the identity of a Boer goat or Boer goats and to take such steps as may be deemed desirable in the interests of the Alliance;
- 10.24 co-opt the services of and nominate to sub-committees any member of the Alliance on such conditions and by investing them with such powers as are deemed necessary from time to time. The President and Vice-President of the Alliance are *ex-officio* members of all sub-committees with all the rights and privileges thereto;
- 10.25 compile such rules and conditions with regard to the qualifications and nomination of judges of Boer goats as may be deemed necessary, on the understanding that no person shall be appointed as a judge of Boer goats before meeting such requirements as may be determined by Council. Furthermore, from time to time reconsider the panel of judges and remove therefrom such names as may be deemed fitting;
- 10.26 implement a system of adjudication, selection and inspection of Boer goats and to formulate rules, conditions and terms regarding such inspections, and with regard to adjudication, on the understanding that when Council has compiled or rescinded or amended in any other way any rules, with due respect and full to the SABGBA rules, such rules shall be presented at the next subsequent Annual General Meeting of the Alliance for the information of such meeting;
- 10.27 organize and promote sales of Boer goats, whether by public auction or privately and to this end appoint auctioneers and agents, where and when applicable;
- 10.28 grant permission for leave of absence to any member of Council or any official or employee of the Alliance for any period of time and on such conditions as may be determined in every case;
- 10.29 appoint one or more members or officials with the authority, on behalf of the Alliance, to sign documents, receive papers and data, take legal steps, act, institute a claim or be summonsed, so that the affairs of the Alliance may be executed and completed more efficiently and easily;
- 10.30 Elect an official representative to the SA Studbook Council. (For the first 5 years it will be Mr. Conrad Herbst, as was presented and agreed with Studbook SA when approval for the USA chapter was sought/negotiated)
- 10.31 receive and consider applications for membership and accept or refuse such applications at their own discretion;
- 10.32 compile, amend or rescind rules and regulations with regard to the control of matters related to and the execution of the aims of the Alliance;
- 10.33 in accordance with Clause 7, terminate the membership of any person;
- 10.34 impose or compel such penalties as may be prescribed for members of the Alliance from time to time for the contravention or infringement of the Constitution, rules and regulations of the Alliance;

- 10.35 conduct investigations into disputes that may arise from applying the Constitution and thereby pronounce finality on such matters;
- 10.36 change or amend any addenda attached to the Constitution as may be deemed necessary from time to time;
- 10.37 in general do all that is necessary towards promoting the prosperity of the Alliance and the management of its affairs always on condition that any steps taken or instructions given shall not be in contradiction to the provisions of the Act and the Constitution.

## **11. MEETINGS**

### **11.1 MEETINGS OF THE EXECUTIVE COMMITTEE OR MANAGEMENT COMMITTEE**

The Executive Committee shall meet whenever necessary to execute the duties dedicated to it by Council. (In the first 5 years the exec and/or management committee will be the same body)

- 11.1.1 A Council member may request the President for permission to personally present any matters of interest before the Executive Committee on condition that such member fully set out the nature of the matter in writing with the request. If the President decides that the matter is of sufficient interest and urgency, he may grant permission that such a Council member attend the Executive Committee meeting and, with approval of the Committee, address the meeting.
- 11.1.2 If the President does not deem the matter to be of sufficient interest, he may refuse permission for attendance in which case he must make sure that the matter is placed on the agenda.

### **11.2 COUNCIL MEETINGS**

- 11.2.1 Council shall meet at such time and place as it may determine from time to time, or as the President or, in his absence, the Vice-President may decide, on condition that at least two Council meetings be held during every financial year.
- 11.2.2 Meetings must preferably be in person, but may be, with pre-approval of the executive committee, virtual/online on approved programs such as zoom.
- 11.2.3 A special Council meeting -
  - (a) may be convened by the President (or, in his absence, by the Vice-President), at such time and place as such office bearer may decide, or
  - (b) shall be convened based on an application signed by no fewer than five Council members, stating the reasons for the meeting. Such application must be directed to the Alliance.
- 11.2.4 Written notice of the time, date and place of a proposed Council meeting must be posted by the Alliance to every member of Council no fewer than 14 days before the meeting shall take place.

### **11.3 GENERAL MEETINGS**

- 11.3.1 A general meeting of the Alliance, known as the Annual General Meeting, (AGM) is convened once per financial year, at such a time and place as Council may determine.
- 11.3.2 At such an Annual General Meeting Council shall submit its annual report on the Alliance, along with a duly audited balance sheet and a report on the financial year concerned.

Such an Annual General Meeting must be held –

- (a) in the case of the first Annual General Meeting, within a period of 18 months after the date on which the certificate of legal entity status is issued to the Alliance;
  - (b) no later than six months after the end of every financial year of the Alliance (30 June of every year);
  - (c) within at most 15 months after the date of the preceding Annual General Meeting of the Alliance, except where the necessary extension of the so-called period was obtained from the Registrar in terms of the Regulations of the Act.
- 11.3.3 A special general meeting of the Alliance may be convened at any time by
    - (a) Council, or

- (b) the President (or, in his absence, the Vice-President) and shall be convened in the latter case based on a written application thereto, directed to the Alliance, and signed by no fewer than ten members of the Alliance. Such an application must clearly set out the aims of the meeting and during such meeting only the matters mentioned may be dealt with.

11.3.4 Notice of the time, date and place of an Annual General Meeting must be posted by the Secretary to every member no later than 30 days before the meeting.

11.3.5 Any member planning to raise any matter for discussion at the Annual General Meeting, must notify the Alliance in writing no fewer than 14 days before the meeting.

11.3.6 Notice of time, date and place on which any special General Meeting shall be held, along with the agenda for the meeting, must be posted to every member of the Alliance no fewer than 30 days before the meeting.

11.3.7 No resolution will be taken at an Annual General Meeting unless such notice appears on the agenda, that was sent to members along with the notice of the meeting, or unless such a meeting resolves with a two-thirds majority of attending and eligible members' votes, to discuss and vote on any matter that does not appear specifically on the agenda.

11.3.8 Any general meeting may be adjourned by a two-thirds majority of the members present.

11.3.9 For the purpose of revoking resolutions taken at a meeting, an ordinary majority at a general meeting is required provided it appears on the agenda.

11.3 The President takes the chair at all meetings and if he is absent, the Vice-President takes the office. If neither of these office bearers is present at a meeting, the members present may elect another member to take the chair at such a meeting and any person elected in this manner shall, with regard to that meeting, have the authority to execute all the duties of the President.

11.4 All matters submitted at any meeting must, unless otherwise provided, be decided by the majority of votes of the eligible members present at the meeting and, in the case of a deadlock in votes, the person taking the chair at that meeting shall have a deciding vote over and above his ordinary vote.

11.5 Subject to the provisions of Clause 9.1, voting at all meetings shall take place with raising of hands, unless any member present desires voting by ballot, in which case voting shall take place by sealed ballot.

11.6 No matter that is otherwise duly and constitutionally concluded at any meeting may be declared invalid if only by the fact that any member did not receive notice in terms of the requirements of the Constitution.

## **11.7 QUORUMS**

11.8.1 At the commencement of any general meeting, 25 present of eligible Members of the Alliance form a quorum for such a meeting and five present and eligible Council members at any Council meeting form a quorum for such a Council meeting.

11.8.2 The President, Vice-President and elected Council member must be present at any general meeting of the Executive Committee to enable it to function. If this elected Council member cannot be present, the President may co-opt a Council member in order to effect a quorum.

11.8.3 If there is not a quorum present at any meeting, the meeting may be adjourned to a time and place (no fewer than seven days there after) that shall be determined by the members personally present and at such a postponed meeting the members present shall form a quorum, on the understanding that any meeting where there was no quorum but where the President and Vice-President are present, shall be adjourned for half an hour after which the members who are then present shall form a quorum for the conclusion of such matters (apart from constitutional amendments) as the chairperson may declare as urgent. Such adjournment for half an hour will not be to the detriment of the rights of the meeting to adjourn to a time and place as determined herein after concluding the essential matters.

## **12. MINUTES OF MEETINGS**

- 12.1 A copy of the minutes of all general meetings shall be provided to every member of the Alliance.
- 12.2 The minutes of all meetings signed by the President or a person who was the chairperson during the subsequent meeting, excluding a special meeting, shall be evidence that all procedures were duly executed and that all elections, appointments and resolutions accepted at such a meeting shall be binding and valid.

### **13. FINANCIAL PROVISIONS**

- 13.1 Council shall ensure that one or more bank accounts be opened on behalf of the Alliance in which all moneys that the Alliance may receive are deposited.
- 13.2 All payments from the funds of the Alliance shall be done by cheque and the cheques must be signed by the Secretary or a person appointed thereto by Council, and counter-signed by such a person or persons as were duly authorized thereto by Council, in accordance with Clause 10.27 on condition that nothing contained herein shall prevent Council from maintaining and controlling a petty cash fund. Furthermore, such regular and ordinary monthly accounts, that shall not exceed an amount fixed by Council, may be paid in cash, on condition that the total amount required for the payment of such accounts be withdrawn by cheque.
- 13.3 The Alliance must keep a proper accounting system that shall be audited from time to time, but no less than once a year, by a qualified auditor appointed thereto by Council or the Alliance and a duly audited balance sheet and report on the finances of the Alliance as reflected on 30 June of the financial year concerned must be submitted at the Annual General Meeting of the Alliance, as set out in Clause 11.3.2.
- 13.4 All the property of the Alliance is vested in Council.
- 13.5 The income and property of the Alliance, received from whichever source, shall be utilized solely for promoting the aims of the Alliance and no part of it shall directly or indirectly be paid or transferred as dividend or bonus or paid otherwise to any persons who are or were members of the Alliance at any time; on condition that nothing contained herein shall prevent the *bona fide* payment to any employee or other person for services rendered to the Alliance.
- 13.6 If any property remains after the termination or dissolution of the Alliance and after all debts and obligations have been settled, such property shall not be divided among the members of the Alliance or paid out to them, but shall be transferred to such other institutions whose aims correspond with those of the Alliance as resolved by the majority at a general meeting of the Alliance.
- 13.7 The financial year of the Alliance commences on 1 July of every year and ends on 30 June of the next year.

### **14. APPLICATION FOR A CERTIFICATE OF LEGAL ENTITY STATUS AND MEMBERSHIP**

The Alliance shall apply for a certificate of legal entity status in terms of Article 18 of the Act. In terms of the extension of such a certificate, affiliated membership will be granted to the Alliance by Studbook. The Alliance may also affiliate with or incorporate any Alliance, association or organisation whose aims are not contrary to those of the Alliance, on condition that such a decision be approved by at least two-thirds of the eligible members who are personally present and vote at any general meeting of the Alliance.

### **15. ELECTION OF REPRESENTATIVE/S TO COUNCIL OF STUDBOOK**

In accordance with Clause 10.28, Council must elect a representative or representatives to the Council of Studbook.

### **16. CONSTITUTIONAL AMENDMENTS**

- 16.1 Additions or amendments or changes to the Constitution or the breed standards may be effected solely by a majority decision of no less than two-thirds of the Members who are eligible and present and who vote at a general meeting of the Alliance with full regard too, and no altering of the SABGBA requirements/standard. Furthermore, notice of the proposed amendments or

additions to the Constitution or breed standards, as well as notice of the meeting must be given in writing to every member of the Alliance no fewer than 30 days before the meeting.

- 16.2 Any such addition or amendment to the Constitution that was approved as described in Clause 16.1 of the Constitution must be submitted to Studbook within 30 days after the amendment has been made and it shall come into effect 90 days after thus being submitted, on the understanding that if Studbook is of the opinion that the amendment is incompatible with the provisions of the Act, the Alliance shall be duly notified, upon which such amendment shall become null and void.

**17. OFFICE OF THE Alliance**

The Office of the Alliance shall be at a place as Council may determine.

**18. MEMBERSHIP TO OTHER GOAT ASSOCIATIONS**

An Alliance Member may, without any restrictions, be a member of any other goat association, with clear understanding that when and during times operating under the Alliance umbrella, such as meetings, shows, campaigns or farm visits and judging, or speaking publicly, or on social media or privately in capacity as a member or on behalf of the Alliance, that only such by-laws, breed standard, rules and the constitution of the Alliance apply. Any transgression in this regard, especially repeated misinformation about or slandering of the Alliance, or, any other association, can lead to suspension and revoking of membership.

**IMPORTANT:** Any law, ruling, change, decision, announcement, publicly or privately of any other goat association will have no bearing nor any effect on the Alliance.

# GENERAL BYE-LAWS

## 1. FLOCKS

1.1 Members of the Alliance may possess one or more studs that consist of:

- (a) A Basic Flock
- (b) A Recorded Flock
- (c) A Studbook Flock
- (d) A Basic Flock and a Recorded Flock
- (e) A Basic Flock and a Studbook Flock
- (f) A Recorded Flock and a Studbook Flock, or
- (g) A Basic Flock, a Recorded Flock and a Studbook Flock.

1.2 With the exception of Bye-law 2, the Bye-laws shall not be applicable to Boer goats in basic flocks or recorded flocks and record keeping and control in such flocks shall be controlled solely by the Alliance.

## 1.3 BASIC FLOCKS

Boer goat flocks that meet the requirements, as may be determined by Council from time to time, shall be accepted as basic flocks.

## 1.4 RECORDED FLOCKS

1.4.1 *Flocks, with the exception of basic flocks, of persons who are members of the Alliance at the time or the date of granting legal entity status by the Minister and who were approved as members by Council before such date, shall be regarded as recorded flocks. (Sections in italic, indicate specific relevance in South Africa, but is kept in text as it ultimately filters through to, and has eventual bearing on the Alliance)*

1.4.2 Flocks that -

- (a) belong to persons who become members of the Alliance after the granting of legal entity status to the Alliance,
- (b) meet the requirements determined by Council, and
- (c) consist of a minimum of 5 approved and tattooed ewes (doe) and a ram (buck) from a Stud Book recorded flock shall be regarded as similar to recorded flocks. *In these early days leniency will be given on this ruling.*

1.4.3 Basic flocks may, subject to inspection and approval, be reclassified as recorded flocks.

1.4.4 Boer goats in recorded flocks shall remain in such flocks until the requirements of some or other of the Studbook sections have been met, when such Boer goats may be considered for recording in the relevant section, on the understanding that all the applicable provisions of the Constitution and rules of the Alliance on recording of Boer goats were met.

## 2. STUD BOOK

2.1 The Alliance shall compile and keep, records with SA Stud Book that shall be known as the South African Boer Goat Stud Book and will consist of:

- (i). the Elite Stud Book

## 2.2 FLOCK REGISTER STUD BOOK

### 2.2 REGISTRATION

Boer goat rams and ewes that meet the requirements as may be determined by Council from time to time, are eligible for registration in the Stud Book. Final approval/confirmation thereof will occur with inspection of a SA qualified judge.

### **3. PREFIX AND FLOCK NUMBERS**

- 3.1 Boer goats shall not be accepted for recording or registration unless the breeder is a fully paid member of both the Alliance and SA Studbook. Only Alliance Members will be allowed to register with SA Studbook. Through the Alliance, a prefix for his exclusive use by which all the Boer goats recorded or registered on his behalf can be distinguished.
- 3.2 Application for the registration of such a prefix by Studbook is undertaken by the Alliance and must be accompanied by such registration moneys as may be prescribed from time to time.
- 3.3 The transfer of a prefix from one breeder to another shall not be permitted, except under such circumstances and to such persons as provision is made for in the general bye-laws of the Constitution of Studbook.

### **3.4 FLOCK NUMBERS**

- 3.4.1 Identifying flock numbers will be discussed, approved and be allocated to breeders when they apply for membership.
- 3.4.2 The Alliance's official system of permanent identification of Boer goats that are considered for entry in the Stud Book and for recording or registration by Studbook, is tattooing and ear code marks plus an ear tag.
- 3.4.3 All lambs (kids) born alive, and that are not culled within two days after birth, must be code marked or marked in numerical order with ear tags within two days after date of birth by the breeder. Starting with 001 on January 1<sup>st</sup>, of each year.
- 3.4.4 The ear tags must preferably be attached to the left ear and at the top of the tag the following details must be indicated: the identifying flock number of the breeder, the abbreviated year and the sequence number.

### **4. IDENTIFICATION**

All Boer goats must be identified by tattooing and ear tag and/or ear code marks. The identification shall consist of:

- (a) a flock number that shall take up no more than four spaces, and
- (b) a sequential number for every lamb preceded by a year number.

The year number shall comprise two spaces while the sequential number shall not exceed 4 spaces.

- 4.1 **WHEN IDENTIFICATION MARKS HAVE ONCE BEEN ATTACHED TO AN ANIMAL, EVEN IF IT IS FAULTY, VAGUE, DEFECTIVE OR ILLEGIBLE, UNDER NO CIRCUMSTANCES MAY IT BE CORRECTED, IMPROVED, CHANGED OR IN ANY WAY ALTERED, UNLESS PERMISSION IN WRITING HAS BEEN GRANTED THEREFOR BY THE COUNCIL.**
- 4.2 If the breeder makes a mistake with the identification of a Boer goat lamb or when the identification marks become vague or illegible, the owner of the animals must notify the Alliance of the fact in writing and such animal shall then be re-identified in the presence of an inspector appointed as such by Council, after such inspector is convinced of the true identity of the animal.
- 4.3 No Boer goat may be sold or transferred without it being clearly identified.

## 5. NAME

The name of a Boer goat shall consist of the prefix, the breeder's flock number and the identification marks of the animal and may not exceed 30 spaces.

**Example:** Roanic BBG M RRTN 21 0014

Prefix (Any name or mark of your liking)	Breed	Sex	Breeder Stud Mark	Year born	Animal Number
Roanic	BBG ( <i>Boer goat</i> )	M/F	RRTN	21	0014
Boulder Hill	KRG ( <i>Kalahari Red</i> )	M/F	BHFI	21	0009
Boulder Hill	SSG ( <i>Savannah</i> )	M/F	BHFI	21	0321

## 6. MATING AND LOAN TRANSFER CERTIFICATES, MATING LISTS AND JOINT POSSESSION OF RAMS

### 6.1 MATING CERTIFICATES

- 6.1.1 If a Boer goat ewe that is recorded or registered or eligible for recording or registration is covered by a Boer goat ram that, at the time of mating, was not the property of the breeder, the application for recording or registration of the resultant progeny must be accompanied by the approved mating certificate signed by the person who was recorded as the owner of the Boer goat ram according to the records of the Alliance at the time of the mating.
- 6.1.2 Such certificate must bear the name and/or the number of the ram, the name and/or number of the particular ewe and the date of mating.
- 6.1.3 In cases where the exact date of mating is unknown, the mating certificate must bear the period that the particular ewe/s and mentioned ram were together and furthermore declare that the particular ewe/s could not have been mated with any other ram during that period.

### 6.2 LOAN TRANSFER CERTIFICATES

- 6.2.1 If a Boer goat ewe that is recorded or registered or is eligible for recording or registration is mated or could possibly have been mated with a ram that was not the property of the breeder at the time of mating but was lent/hired to him, the application for recording or registration of the resultant progeny of the mating must be accompanied by a signed approved loan/rent transfer letter certifying the person who, at the time of mating, was recorded as the owner of the ram according to the records of the Alliance and Studbook, approved such mating.
- 6.2.2 Such a letter/certificate must bear the name and the number of the ram and the name and addresses of the persons to whom it belongs and to whom it was lent/rent.
- 6.2.3 In cases of loan transfer certificates such certificates must bear the exact dates from when to when the particular ram was lent to the other person and could thus only have been used by him.
- 6.2.4 Article 7 (5) of the Act, as well as the relevant Bye-laws applicable to joint owners of a ram, will also apply in the cases of rams that were lent to one breeder by another breeder.

### 6.3 MATING LISTS

Mating lists that indicate the period that the particular ewes were mated with the mentioned ram/s must be submitted to the Alliance on the prescribed form within 30 days after the end of the mating season and must be provided to Studbook within 60 days. If a ram that was with the ewes is replaced by another ram within 28 days, the resultant progeny shall not be accepted for recording or registration, unless the parentage of the progeny is confirmed by blood typing.

## **6.4 REQUIREMENTS IN THE CASE OF RAMS THAT ARE IN JOINT OWNERSHIP OR USE**

- 6.4.1 When a Boer goat ram is transferred to joint owners, the full names and address of every co-owner must be on record at the Alliance and Studbook.
- 6.4.2 If female animals that are the property of other breeders as the joint owners is mated with the particular ram, the mating certificates required in accordance with Bye-law 6.1, must be signed by all the co-owners or a co-owner authorized to do so by the other co-owners.
- 6.4.3 The joint ownership and use of a ram is subject to Article 7 (5) of the Act (refer to Bye-law 14).

## **7. PREGNANCY AND INTER-LAMBING PERIOD**

The gestation period that is recognized with regard to Boer goats is between 138 and 158 days. No period beyond this time frame shall be recognized without special approval of the Alliance unless parentage is confirmed by a blood typing. The minimum acceptable period between two successive kidding seasons of the same ewe shall be 140 days.

## **8. NOTICE OF BIRTH**

- 8.1 The breeder of a lamb of a recorded or registered Boer goat ewe, or one that is eligible for recording or registration, must notify the Alliance of the birth of the lamb regardless of whether such a lamb was stillborn or born alive, was purebred or a cross, eligible for recording or registration or reserved or not.
- 8.2 Notice of every birth must be done on a set birth notice form duly completed in all aspects, signed by the breeder and submitted to the Alliance not more than 140 days after the birth date of the last lamb that appears on the particular birth notice.
- 8.3 Regardless of Bye-law 8.2, Council may accept a notice of birth that reaches the Alliance after the period determined by Bye-law 8.2, subject to the determined fine (Addendum A).
- 8.4 In the case of multiple births the breeder must, apart from the data normally required on the birth notice of every lamb, also indicate the number and gender of the other lamb or lambs.
- 8.5 When a breeder gives notice of the birth of a lamb, the copy of such form must be so completed that that the information that appears on it corresponds in every respect with the data on the original form or forms that were submitted to the Alliance. The breeder must store all the copies in such a way that they are at all reasonable times available for examination and control.
- 8.6 On receipt of a valid requisite notice of birth of a live lamb that is not culled, **THE BIRTH NOTICE MUST BE CHECKED AND THE DETAILS RECORDED IN THE BOOKS OF THE Alliance AND RECEIPT THEREOF MUST BE ACKNOWLEDGED TO THE BREEDER.** *(This function will be performed by SA Stud Book)*
- 8.6.1 In cases where lambs that are eligible for recording or registration are sold or otherwise disposed of, the Alliance must be notified accordingly within 30 days after sale or disposal, mentioning –
  - (a) the date of sale or disposal; and
  - (b) the full name and address of the new owner.
- 8.6.2 The provisions of Bye-law 8.6.1 also apply to suckling lambs that are sold or disposed of along with their dams, always taking into account that the breeder informs the Alliance of the births of lambs that are sold in this way.
- 8.7 Council shall make sure that, on behalf of every breeder, records are kept of all births of lambs (whether born alive or stillborn) of which the breeder duly notified the Alliance (Stud Book) and also of such other details as may be deemed necessary.

8.8 Lambs whose notices of birth were received and found to be in order are recorded in the Lamb Book and shall remain there until they are approved for recording or registration or are rejected.

## 9. BLOOD TYPING

Regardless of the provisions of Bye-law 3, Council reserves the right, at any time it deems necessary, to demand a blood typing or DNA of any Boer goat with a view to identification. The costs attached to a blood typing or DNA shall be borne by the owner in cases where the Alliance demands it.

## 10. REQUIREMENTS FOR RECORDING OR REGISTRATION

10.1 Apart from Boer goats that are eligible for recording in accordance with Bye-laws 2.2.1 and 2.2.4 (b), the recording or registration of a US bred Boer goat shall not be considered unless notice of birth was duly submitted in terms of Bye-law 8 and both parents of such a goat are recorded or registered by Studbook, or, the animal was inspected by a South African qualified judge and deemed fit to be entered into Stud Book as a “Basic” animal, thereby meaning the animal is the first in his/her own line with no prerecorded parents.

10.2 Inspection is a prerequisite for recording or registration and, except by special approval of Council, no Boer goat shall be recorded or registered under the age of 10 months or over the age of 24 months. *(In these early days in the US there will be leniency on this item)*

10.3 No Boer goat will be accepted for recording or registration unless its sire and dam were respectively older than eight and ten months at the time of birth.

10.4 If there is any doubt about the details that appear on the birth notice form or accompanying mating certificate of a Boer goat, the goat may be excluded from recording or registration at Council’s discretion.

10.5 Willful removal of horns and removal of buds (tiny horns) are not permitted and shall mean the disqualification of a Boer goat for recording or registration purposes.

10.6 The recording or registration of all Boer goats by Studbook is conducted on the recommendation of the Alliance, and every breeder that owns such goats must keep a record containing the birth dates of all lambs recorded, along with the gender, breeding, sales, deaths, castrations, sterilization, etc.; failure to do so may lead to further entries being disqualified or refused by Council. Breeders may be requested by an inspector at any time to submit such reports for inspection. Failure to do so will/can disqualify the registration of an animal.

## 10.7 APPLICATION FOR RECORDING OR REGISTRATION

10.7.1 Applications for recording or registration of Boer goats must be done on the prescribed form as presented by SA Stud Book and passed on to paid members, that includes an undertaking and declaration in the following terms and must be signed by the Breeder or his duly authorized representative –

*I (fill in breeder’s name) declare that I bred the Boer goat described herein and that the breeding details, pedigree and identification marks are correct and I promise to recognize the Constitution, rules and bye-laws of the United States - South African Boer Goat Breeders Alliance and those of the South African Studbook Alliance as binding.*

10.7.2 An application form as well as the subsequent recording or registration certificates with regard to a Boer goat that was generated by artificial insemination (AI) or by inoovulation must be

endorsed as such and the words, ***Generated by artificial insemination*** or ***Generated by in-ovulation*** or the acronyms ***AI*** or ***INOV***, must be inserted after the name of the particular Boer goat.

- 10.7.3 No application for recording or registration of a Boer goat that was conducted *in utero* shall be recommended by Council unless the dam is registered by Studbook and unless the application is accompanied by –
- (a) a mating certificate endorsed by the breed Alliance in the country of origin or by a similar endorsed insemination certificate (depending on whether the fertilization was a result of natural mating or AI), and
  - (b) evidence that the parents comply with the requirements as laid down by Council from time to time, or,
  - (c) As was inspected and deemed qualified by a South African qualified/approved judge.

#### **10.7.4 IMPORTED BOER GOATS**

Imported Boer goats shall only be eligible for recording or registration if the application for recording or registration is accompanied by –

- (a) a certificate of registration of export issued by a competent authority in the country of origin recognized by Studbook;
- (b) evidence to the effect that the Boer goat concerned complies with the requirements as may be laid down from time to time, including a complete minimum two-generation extended pedigree of such Boer goat.
- (c) That the import occurred with the full knowledge and approval, including a formal and legal certificate of origin, of the Alliance Council.

#### **11. DUTIES OF THE INSPECTOR/S**

- 11.1 Council shall appoint inspectors for selecting Boer goats as may be determined by Council.
- 11.2 The inspectors shall apply the prescribed selection system.
- 11.3 An inspector shall ensure that the identification, age, etc. of the goat offered for selection, are correctly indicated. He must moreover make sure to his own satisfaction that the goat complies with the breed standard and the minimum requirements in every respect, as may be laid down by Council from time to time.
- 11.4 Any breeder who is not satisfied with an inspector's decision may lodge an appeal with the Alliance within three weeks after inspection. Such appeal must be accompanied by a deposit of \$1 000 per inspection. A Council of Appeal, appointed by Council, shall then inspect the goat or goats concerned and, should the appeal be successful, the deposit shall be refunded. If not, the applicant forfeits his/her deposit.
- 11.5 The inspectors may classify and grade breeders' Boer goats at such rates as Council may determine from time to time.
- 11.6 The inspectors may, without warning, and on orders from Council, conduct a general inspection of any flock from time to time.
- 11.7 A Breeder may not be an inspector of his own animals.
- 11.8 All animals going on auction under the auspice of the Alliance will be subject to inspection and grading before the auction commence. Notwithstanding what the previous grading of the animal was before, flock or stud, the finding of the inspectors at that given moment will stand.
- 11.9 Inspection moneys as determined by Council from time to time shall be payable by the applicant in all cases.

#### **12. RECORDS OF BOER GOATS**

- 12.1 Boer goats that are entered in the Lamb (kidding) Book and that meet the requirements with regard to inspection and recording or registration as laid down in the Bye-laws shall, on application, be entered in the Stud Book. (Refer to Addendum B, Breed standards)

- 12.2 The Studbook shall contain the number, the sire's and dam's numbers, the date of birth, the name of the breeder and owner, the date of inspection and details of classification of every Boer goat entered therein.
- 12.3 On application by the Alliance certificates of recording or registration shall be issued by Studbook as regards all Boer goats entered in the Stud Book. Such certificates shall contain the details of the identification marks and the pedigree.

### **13. TRANSFERS**

- 13.1 For all sales or change of ownership of recorded or registered Boer goats, or Boer goats that are eligible for recording or registration, or ovum recipients, application for transfer to the buyer or new owner must be made to the Alliance and the transfer moneys paid by the seller or transferee.
- 13.2 Such application to transfer must be posted or submitted to the Alliance within 30 days after the date of transfer of the particular Boer goat, on condition that if the application is posted or submitted to the Alliance more than 30 days but fewer than 60 days after the date of transfer, the moneys due with regard to the transfer shall be respectively double and triple the moneys concerned.
- 13.3 An application for such transfer that is posted or submitted to the Alliance more than 90 days after the transfer date, shall be considered by Council and can be accepted after the payment of such moneys as Council may determine, but it may not exceed an amount of \$10.
- 13.4 An application for the transfer of a recorded or registered Boer goat must be accompanied by the recording and/or registration certificate of the particular Boer goat and bear the full names and address of the new owner as well as the signature of the seller or transferor and the date of transfer in the space allowed on the certificate.
- 13.5 for the purpose of Bye-law 13.4 the transfer date is regarded as the date on which the Boer goat concerned leaves the ownership of the seller or transferor.
- 13.6 If the Boer goat that is transferred is pregnant, the transferor must submit, along with his application for transfer, a mating or insemination certificate as well (depending on whether the pregnancy is due to natural mating or AI) to the Alliance. Such a mating or insemination certificate must indicate the mating date, as well as the full names and Stud Book number of the ram, and must contain a declaration to the effect that, on the date of transfer to the buyer, the relevant ewe could not have been mated with any other ram than the one named on the mating or insemination certificate.
- 13.7 Change of ownership shall be deemed as having been effected if a Boer goat -
- (a) is sold, exchanged or given as a gift;
  - (b) is inherited, or
  - (c) is recorded or registered in the names of more than one owner jointly and anyone (or more) of such owners relinquish his share/their shares in the Boer goat that is so recorded or registered.
- 13.8 If Council is of the opinion that the seller or transferor entirely fails to or refuses to take any steps toward the execution of such transfer, and fails to or refuses to provide the original recording or registration certificate, and if the new owner is prepared to pay such moneys as may have been laid down by Council, Council may, with the permission of Studbook, take

such steps as are deemed necessary to comply with the wishes of the buyer or new owner, on condition that in such a case, the fine provisions laid down in Bye-laws 13.2 and 13.3, may be applicable to the new owner.

13.9 In cases of transfer between spouses or of parent to child or child to parent (including in-laws and grandchildren), regardless of whether it occurred through selling, donating or inheriting, only half of the prescribed moneys shall be payable.

13.10 If the same person owns more than one stud, 30 days' notice must be given to the Alliance on the prescribed form for shifting of any recorded or registered Boer goats, or Boer goats eligible for recording or registration, from the one stud to the other in similar fashion as giving notice of transfer of such Boer goats. Transfer moneys shall, however, not be due in such cases.

#### **14. RULES ON THE RECORDING OR REGISTRATION OF BOER GOATS GENERATED THROUGH AI OR INOVULATION**

14.1 *Boer goats that were legally generated through AI or in-ovulation, that is, in accordance with the provisions of the Act, may be considered for recording or registration in the Stud Book provided that all the other requirements of the Constitution are complied with mutatis mutandis.*

#### **14.2 INSEMINATION OR INOVULATION CERTIFICATES**

*Insemination and/or in-ovulation certificates, depending on the case, must be duly completed in the form of Addenda K and/or O at the time of such insemination or inovulation.*

14.3 *Breeders resident in regions outside the RSA who benefit from the privileges of recording or registration of Boer goats in accordance with the provisions of the Act may apply for such recording or registration in the case of Boer goats generated through AI or inovulation, on the understanding that the semen and/or ova obtained is/are from a source approved by the Alliance and that the capture of the semen and/or ova, its handling, the insemination and/or inovulation and the keeping of records comply with the process as determined by the Alliance from time to time.*

14.4 If different Boer goat rams are used for the provision of semen for the artificial insemination of the same ewe fewer than 21 days apart, the birth notice of the resultant progeny shall not be accepted unless parentage is confirmed by blood typing/DNA.

14.5 The birth notice or application for recording or registration of a Boer goat generated through AI must be accompanied by the certificate of insemination as set out in in Bye-law 14.2 and if a certificate or recording or registration is issued by Studbook, the acronym *AI* must appear after the name of the animal on such certificate.

#### **14.6 CAPTURE AND STORAGE OF SEMEN OF RAMS NOT APPROVED IN TERMS OF ARTICLE 10 OF THE ACT AND THE RECORDING OR REGISTRATION OF PROGENY RESULTING FROM THE USE OF SUCH SEMEN**

14.6.1 The Alliance recognizes the right of breeders to capture, freeze and store semen of their own Boer goat rams for use on their own Boer goat ewes, regardless of whether the rams have been approved or not for the capture of semen in terms of the provisions of the Act, and the resultant AI-generated progeny may be considered for recording or registration.

14.6.2 If a Boer goat ram whose semen was captured for artificial insemination is sold, the seller of such a ram must supply a certificate to its new owner indicating that semen of the ram had

been captured before such sale, and indicate the names of all previous owners of such a ram, and he must submit a copy of such certificate to Studbook.

#### **14.7 REQUIREMENTS THAT MUST BE COMPLIED WITH IN TERMS OF THE RECORDING OR REGISTRATION OF BOER GOATS GENERATED THROUGH INOVULATION**

- 14.7.1 *Both the ovum and the semen donors concerned must be approved by the Alliance that shall also have the right to limit the number of Boer goats generated from the ova of a single ovum donor and offered for recording or registration.*
- 14.7.2 *Within 90 days after inovulation the following documents must be submitted to the Alliance –*
- (a) A veterinarian's certificate confirming that the capture of the particular ovum, its fertilisation and the inovulation took place in terms of the provisions of the Act;*
  - (b) the duly completed inovulation certificate referred to in Bye-law 14.2; and*
  - (c) a certificate with regard to the blood typing details of the ovum and the semen donors concerned.*
- 14.7.3 *The birth notice of the resultant progeny must be accompanied by a certificate that:*
- (a) reflects the blood typing laboratory numbers of both the ovum recipient and the progeny, and*
  - (b) confirms that the stated ovum and semen donors qualify as parents of the progeny.*
- 14.7.4 *The recording or registration of Boer goats generated through inovulation shall be subject to all requirements with regard to inspection and/or performance as may be determined by the Alliance from time to time.*
- 14.7.5 *Over and above the requirement of confirming parentage by blood typing, no Boer goat generated through inovulation shall be recommended for recording or registration if all the requirements of the Constitution have not been complied with.*
- 14.8 *If a Boer goat whose ova was captured for the purpose of inovulation is sold, the seller must provide a certificate to the new owner (with a copy to the Alliance) indicating that the ova of such animal were captured before the date of sale.*

#### **14.9 IMPORT AND EXPORT OF BOER GOATS, BOER GOAT SEMEN AND OVA**

- 14.9.1 *Application for the import and export of Boer goats, Boer goat semen and ova must, in accordance with the Act, be submitted to the Alliance in triplicate on the prescribed forms (Addenda IA, IS, IO and EX) who shall send two copies along with its recommendation to Studbook who will then send one copy along with its recommendation to the Registrar. A fourth copy along with the prescribed moneys in terms of the Act is sent directly from the applicant to the Registrar.*
- 14.9.2 *Council shall lay down minimum performance and other requirements (approved by Studbook and the Registrar) for the import and export of Boer goats, Boer goat semen or ova, failure to comply with which no such import or export shall be approved.*
- 14.9.3 *Imported Boer goats or Boer goats generated through imported semen or ova that meet the minimum requirements referred to in Bye-law 14.9.2 and meet the requirements of the Constitution, shall be eligible for recording or registration and must be offered for such recording or registration in terms of regulation 31(2)(d) of the Act.*

#### **14.9.4 IMPORTED SEMEN**

*In accordance with the requirements of the Constitution and the Act, progeny generated through AI with imported Boer goat semen from recorded or registered Boer goat ewes, or Boer goat ewes eligible for recording or registration, shall be eligible for recording or*

*registration provided that an acceptable two-generation extended Studbook and a blood typing certificate of the semen donor are submitted to Studbook.*

*14.9.5 The birth notice of a Boer goat generated through inoovulation with an imported Boer goat ovum must, in terms of the provisions of bye-laws 14.7 and 14.10, be accompanied by:*

- (a) a certificate issued by a recognised competent body in the country of origin, that indicates:
  - (i) the name, identification and registration number of the ovum donor;*
  - (ii) the date and place of capture of the particular ovum;*
  - (iii) the number of viable ova of the particular ovum donor captured;*
  - (iv) that the ovum captured is for export to the Regions; and*
  - (v) the name and address of the importer.**
- (b) in the case of a fertilised ovum, also a certificate duly signed by a recognised competent body in the country of origin that indicates the name, identification and registration numbers of the particular semen donor, as well as the date and place of insemination.*

#### **14.10 RECORDING OR REGISTRATION OF BOER GOATS GENERATED THROUGH INOVULATION WITH IMPORTED BOER GOAT OVA**

*14.10.1 Boer goats generated through inoovulation with imported Boer goat ova may be considered for recording or registration provided all the provisions of the Constitution are met mutatis mutandis.*

*14.10.2 The requirements for recording or registration shall be the same wees as those for imported Boer goats insofar as such requirements can be applicable to ova.*

*14.10.3 Such imported ova must be captured in the country of origin by a competent body (approved by the section Veterinary Services of the Department) from a donor that meets the minimum requirements as determined by the Alliance and approved by Studbook for the import of ova (Bye-law 14.9.2) and, if fertilised, such ova must be fertilised with semen of a Boer goat that equally meets the minimum requirements.*

*14.11 The acronym **INOV** shall appear after the name of the Boer goat on all recording or registration certificates issued by Studbook with regard to Boer goats generated through inoovulation.*

14.12 The Alliance reserves the right to:

- (a) supervise through its officials, and conduct inspections on, the record keeping of AI and inoovulation; and
- (b) refuse recommendation by Studbook of any application to recording or registration of Boer goats generated through AI or inoovulation if any relevant bye-law of the Constitution was not fully complied with.

#### **15. AMENDMENTS OF OR ADDITIONS TO RECORDING OR REGISTRATION CERTIFICATES**

Any amendment or addition to the essential information or details that officially appear on any recording or registration certificate of a Boer goat, and that was not initialed by the Managing Director of Studbook, or any unauthorised endorsement or remark on such certificate that applies to the essential information or details contained therein, shall make such certificates invalid.

#### **16. DUPLICATE OF RECORDING OF REGISTRATION CERTIFICATE**

16.1 A duplicate of the original recording or registration certificate issued with regard to a Boer goat may be obtained if, to the satisfaction of Council, proof can be provided that the original was lost, accidentally destroyed, or is in possession of a person who wrongfully refuses to hand it over to the person entitled to it.

16.2 The application for a duplicate recording or registration certificate must be accompanied by a sworn statement by the applicant who must be the owner of the particular Boer goat. Such application and sworn statement must be submitted to the Alliance, along with such moneys as Council may determine from time to time.

**17. CERTIFICATE OF EXTENDED PEDIGREE**

Any person may apply to the Alliance for a certificate of an extended pedigree with regard to a Boer goat recorded or registered in his name, of which a birth notice had been accepted. Every such application must be accompanied by the moneys as may be determined by Council from time to time.

**18. EXPORT CERTIFICATES**

*The recording or registration certificate is the export certificate of the Alliance.*

**19. NOTICE OF EVENTS THAT NECESSITATE THE CANCELLATION OF RECORDING OR REGISTRATION CERTIFICATES**

19.1 If a Boer goat that is recorded or registered or is eligible for recording or registration dies, is castrated or sterilized or sold for slaughter, or if a ewe has not lambed before the age of three years, the Alliance must be notified within 30 days of such event, and the recording or registration certificate of such goat must be returned to the Alliance at the same time, duly endorsed with the date of the event concerned.

19.2 Such certificates must be returned to Studbook for cancellation without delay.

**20. CANCELLATION OF RECORDING OR REGISTRATION**

20.1 Council may apply to Studbook for the cancellation of the recording or registration of a Boer goat that -

- (a) is erroneously recorded or registered;
- (b) is recorded or registered based on false or misleading information provided by the owner;
- (c) is recorded or registered after the owner had failed to comply with any bye-law that should have been complied with to ensure that the recording or registration occurred faultlessly; or
- (d) of a Boer goat that –
  - (i) has not lambed by the age of three years; or
  - (ii) has not lambed in two successive years.

20.2 Before applying for a cancellation of a recording or a registration certificate, the owner of the Boer goat must notify the Alliance in writing at its latest known address at least 30 days beforehand of his intention to do so.

**21. RESTORATION OF BOER GOATS IN STUDBOOK**

If the recording or registration certificate of a Boer goat is canceled, such Boer goat shall only be restored in the registers of the Alliance and Studbook on recommendation of Council; on condition that the application to restore is requested by the same person that applied for cancellation. The application for such restoration must be accompanied by the moneys that are determined for this purpose by Council from time to time.

**22. BUYING AND SELLING SERVICES BY THE Alliance**

- 22.1 At payment of commission or other moneys, calculated on a basis as determined by Council, the Alliance may assist someone with regard to the purchase or sale of recorded or registered Boer goats or with regard to any matter concerning the selection or breeding of such Boer goats, provide advice or information or operate as his agent in any capacity other than that of auctioneer.
- 22.2 No officer or employee of the Alliance may, except in the execution of his duties as such an officer or employee, render a Bye-law 22.1 intended service or, other than as a breeder, be involved in any business related to the purchase or sale of recorded or registered Boer goats.

**23. TRANSFER OF COMPETENCIES**

Despite any provisions in the Constitution to the contrary, any member may, by a mandate procuracy, duly issued and filed by the Alliance, furnish another person with a mandate to sign on behalf of himself birth notices, application forms for recording, registration or transfer, transfer certificates, mating certificates, records or reports or any other documents with regard to the administration of recorded or registered Boer goats; any such signature by such a fully authorized person shall be accepted by the Alliance as valid and binding to the same extent of the member's own signature, on the understanding that nothing contained therein will enable such authorized person to participate in any possible manner in the nomination of, or the voting for any Council member, or the voting on any matter for which his principal has the right to vote, or to attend any meetings on behalf of his principal.

**24. NON-MEMBERS**

Such benefits of membership as may be determined by Council may be extended to non-members on the understanding that there is no legal or other obligation by the Alliance with regard to such non-members and on the further condition that all moneys with regard to any services rendered by the Alliance to any non-members shall be according to those set out in Addenda A. Such moneys shall be payable in advance.