

**LAW OFFICES OF  
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June 28, 2005

Mr. Chris Heyde  
Society for Animal Protective Legislation  
P.O. Box 3719  
Washington, D.C. 20027-3719

Re: Opinion - limitation clause – BLM horse/burro adoption contract

Dear Mr. Heyde:

As per our communications, you have requested an opinion regarding the enforceability of a clause in the Bureau of Land Management (BLM) Bill of Sale for Wild Horse(s) and Burro(s) which states as follows:

“Purchaser agrees not to knowingly sell or transfer ownership of any listed wild horse(s) and/or burro(s) to any person or organization with an intention to resell, trade, or give away the animal(s) for processing into commercial products.”

You have asked for this opinion in relation to the assertion of the BLM that such a clause restricts the purchaser from negotiating the animals into a situation in which they will be sold to slaughter houses for the purpose of slaughter for sale for human consumption in foreign countries. You have asked that this opinion consider what has become known as the “Burns rider” or amendment to Public Law 92-195 (16 U.S.C. 1333) and specifically, (e) Sale of Excess Animals; (2) Method of Sale, which reads in part; “shall be made available for sale without limitation...”.

I have taken the opportunity to review the amended public law. The first consideration is that of statutory interpretation. The rule applicable to such a review is the rule of statutory construction which requires that the statute be read in accordance with the plain meaning of the language unless such language has a special or scientific meaning. Clearly the phrase, “without limitation” has no such special or scientific meaning and therefore must be read to mean exactly what it says. The horses or burros shall be sold, without limitation, to the highest bidder or buyer.

I have also reviewed the above-cited clause in the BLM sale contract. When placed against the enabling law, it is my opinion that, at best, the clause is unenforceable and could even be viewed as an intentional violation of the governing statute.

In conclusion, the assertions that you have represented are being offered that the BLM sale contract clause has provided protection against people buying horses and/or burros and later selling them to slaughter houses for slaughter and sale for human consumption, or even just for slaughter, are hollow. In my opinion, the buyers of horses or burros could quite legally turn around and sell the horses and/or burros to a slaughter house the next day if they so desired.

It should be noted that the review upon which this opinion is based is limited to review of the two documents presented for consideration; amendment to P.L. 92-195 (16 U.S.C. 1333) and the BLM contract of sale. Should other law which has not been reviewed apply to such sales, it could have an impact on this opinion.

I hope this has assisted you in your quest for information and should you require anything further from my office, please don't hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Donald D. Feare". The signature is written in a cursive style with a large, prominent initial "D".

Donald D. Feare

DDF/kc