

Official veterinary experts in civil legal disputes

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Received 27.10.1023

Accepted 09.01.2024

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Summary

Veterinary opinions on animals sold include pre-purchase vetting and investigation to find latent defects. Preparation of a veterinary expert opinion can be ordered by a dissatisfied animal buyer or a court holding a civil trial, if doubts arise. In some jurisdictions, however, official and mandatory opinions of veterinary experts in animal warranty cases are stipulated by the law. The legal norms of selected European states are examined for which methods of legal analysis and interpretation are used: they are linguistic, teleological, functional, systemic, legal historical, and comparative. A specific type of veterinary expert opinion is distinguished, which integrates elements of administrative or judicial (court procedural) law (public law) and civil law (private law). The official and mandatory character of the expertise incorporation procedure is established. The roles of the expert veterinarian and the responsibilities of the animal buyer are demonstrated. The introduction of analogous legal standards in other jurisdictions is recommended.

Keywords: veterinary law, civil law, comparative law, expertise, expert opinion

The giving of opinions on the state of animals' health is an essential element of veterinary practice (32, 55), and is not infrequently demanded of veterinarians acting as expert witnesses.

Expert opinions are of a legal nature, and are directly connected with the application of the law. When they are given, veterinary knowledge is used in a legal context. Expert opinions may be produced on the basis of a private agreement (in civil law), a decision of a public authority, or a court order (26, 55).

Veterinary expert opinions can also be differentiated between those given in criminal, professional, administrative law, and civil cases. For example, as criminal cases, animal abuse proceedings may make use of an opinion, while an opinion regarding possible malpractice is a typical example of one needed in a professional responsibility case. Veterinary expert opinions sought in the execution of the statutory activities of a public authority, such as the District Veterinary Officer, may for example refer to the inception of measures to fight infectious diseases or to the surveillance or maintenance of food safety.

Cases concerning warranty against physical defects of animals are typical examples of civil disputes in which veterinarians provide expert opinions. Examples of frequently detected latent defects include infectious diseases such as bovine tuberculosis (BTB), abnormalities which are usually genetically determined such as

hip dysplasia in certain canine pure breeds, and behavioural stereotypies (e.g. cribbing in horses).

A careful analysis of the statutory law makes it possible to identify two types of veterinary expert opinions in warranty cases: those given voluntarily and those procured as mandatory official ones.

Material and methods

The study examines selected provisions regarding mandatory veterinary examinations, and expert opinions resulting therefrom, related to the enforcement of warranty claims for physical latent defects of animals in various nation states. So far, this matter has not been the subject of in-depth scientific reflection either in law or in veterinary medicine (including forensic veterinary medicine *sensu largo*).

The following methods of legal analysis and interpretation have been applied: linguistic, teleological, functional, systemic, legal historical, and comparative. The author intended for the research results to have practical application; therefore, predominantly legal norms were examined which are currently in force. Nevertheless, reference was also made to historical regulations. Analysis of selected representative examples, taken only from within European civil law systems, enabled the author to draw conclusions of a general nature.

The present study primarily examines and discusses French and Swiss statutes. Minor references to German, Belgian, Luxembourgian, Polish and Spanish norms are also made.

The matter discussed comprises a part of the wide range of perpetually recurring circumstances where legal oversight or redress is needed. The occurrence of physical defects in animals sold and the participation of a veterinarian in examining and providing expert opinions on those animals are examples of such circumstances. Official, mandatory veterinary examinations and consultation with veterinary expertise are how attempts are made in the relevant jurisdictions to apply the law.

Results and discussion

The role of the veterinarian in civil law disputes.

The legal institution of the warranty is based in Roman law (33, 37, 44, 61), and in the presently discussed scope, also in Germanic tribal laws (1, 11, 31, 59). The impact of the Roman warranty concept in livestock trade is to strengthen the legal interest of the person buying the animal, and re-introduce the equivalence in the contract of sale which is disturbed by the latent defect of the animal sold. Germanic laws, in contrast, rather strengthen the position of the animal seller, e.g. by introducing legal obligations for the buyer to perform numerous acts of due diligence in order for him or her to benefit from the warranty (18, 51, 54, 59, 61, 62). Thus, acts of due diligence are considered to limit the animal buyer's rights.

The research conducted led to the conclusion that consultation with veterinary expertise is the result of these two opposing tendencies in civil law.

Moreover, it emerged that the performance of due diligence using official veterinary expertise occurs in different and divergent civil law cultures. Whether recourse to expert veterinary opinion is typical of generally Roman legal systems of warranty, of generally Germanic warranty regimes, or of mixed legal systems, will be analysed and presented later in this article.

In order to invoke a warranty, it is necessary to determine the presence of a physical defect in the animal at the legally relevant moment. In the typical, classical approach, a physical defect is a disease, vice, or other health defect in the animal. It is necessary, therefore, to have a veterinary examination of the animal carried out while it is alive or post mortem. The veterinarian judges the state of health and determines the existence of a defect or presence of a disease, as well as the date of its occurrence. It is necessary that a disease or its cause (inherent in the animal sold) was latent, and had already been present at the relevant time. Various points in time can be indicated, e.g. the time of concluding the contract of sale or the time of delivery of the animal to the buyer, depending on the jurisdiction. The disease itself may become apparent and manifest later than either of these times, and if it does, the veterinarian's attestation that it existed before is indispensable for a warranty claim.

Enforcement of the buyer's warranty rights may take place in court, by arbitration, or through extrajudicial procedures, depending on the jurisdiction. The profi-

cient veterinarian may, therefore, produce an expert statement on an animal's health in pre-court, judicial, and arbitrational hearings.

In some countries, the buyer's rights are exercised in claims – he or she has the right to sue the seller – while in others, besides initiating legal proceedings to assert their rights, the buyer can also benefit from the immediate exercise of his or her rights (so-called unilateral modification rights, *Gestaltungsrechte*, or *Gestaltungsakte*) immediately after taking no further step than the declaration of their exercise, and the seller must honour the declared modification (39, 41, 42, 61, 62). The analysis conducted revealed that official veterinary opinions are present in the statutory acts both in the first case (legal proceedings) and in the second case (immediate exercise of rights).

It would, therefore, be wrong to assume that the feature of the presence of official veterinary experts in civil proceedings is limited only to strictly judicial procedures. Similarly, as already shown, it would be wrong to assume that the instrumentality of veterinary expertise in resolving disputes is limited only to Germanic systems limiting the rights of the buyer and favouring the seller.

Selected legal regulations. In the further part of the article, selected legal regulations concerning veterinary surgeons performing official, mandatory veterinary examinations of animals sold and putting expert opinions on record will be examined and presented.

a) France and legal regimes derived from French law

French warranty law is based on the Roman model in terms of the general principles in the Napoleonic Code (14), but on specific, Germanic regulation for certain species of animals (16, 25).

Veterinary medical examinations and the giving of expert opinions has been legislated for in French law since the 19th century (25). It provides the coherent basis for adjudicating the case. Veterinary experts may participate in legal proceedings concerning physical defects of animals in different roles: as scientific experts, as the so-called *arbitres-rapporteurs*, appointed by the court to investigate and report the case to the court, or as arbitrators (private judges, in a role of expert and arbitrator combined) (14, 25).

The position of the arbitrator in lawsuits in which the roles of judge and expert were filled simultaneously by a veterinarian is of particular importance. Veterinary arbitration should be regarded in a positive light as an ideal example of engaging the professionalism of the adjudicating person. Expedient provision of veterinarians' opinions and relatively low costs of this type of proceedings were also benefits found in cases conducted on this scheme.

It should be noted that veterinary experts were established to be liable for malpractice committed by them and through their fault which caused damage to any of the parties to the dispute (14). The regulations settling this liability on the veterinary expert were not

without significance when it came to the quality of the expert's work.

French law stipulates that the buyer must initiate the procedure for the appointment of expert veterinarians before the expiry of warranty periods (16, 21, 22). In case of non-compliance with this formal requirement, any warranty claims are inadmissible. It has been determined that the deadlines for performance of this act of due diligence are independent of the deadlines for bringing an action to court. Periods start from the delivery of the animal (16, 23, 36).

A request to initiate proceedings can be submitted orally or in writing to the local court where the animal is being kept. The court applies a simplified procedure (16, 23, 25). It should immediately appoint one or three veterinary experts. The court order to appoint the expert(s) should specify the date of the veterinary examination. In urgent cases, the veterinary expert(s) should proceed as soon as possible, by notifying the parties by any expeditious means (16, 23).

Veterinary experts are required to act promptly and efficiently. Their actions need to include veterinary examination of the animal (clinical or post-mortem examination), collection of all relevant information such as medical records, and finally provision of an expert opinion with a judgment on the animal's health. Veterinary experts are obliged to take an oath of integrity holding all their actions to an appropriate standard (16, 22). The whole procedure is verbal. The animal seller should be informed of the possibility of participating in the examination; however, the presence of the parties is not necessary (16, 23).

The expertise covers the following listed diseases:

- BTB, brucellosis, enzootic bovine leukosis, and infectious bovine rhinotracheitis (IBR) or infectious pustular vulvovaginitis (IPV) in cattle;
- panleukopenia, infectious peritonitis, feline immunodeficiency virus infection and feline leukemia virus in cats;
- parvovirus, hip dysplasia, testicular ectopia and retinal atrophy in dogs;
- isolated equine recurrent uveitis (ERU) and equine infectious anaemia (EIA) in horses;
- and brucellosis in goats.

It should be noted that veterinary expertise is not necessary in case of slaughter cattle susceptible to BTB (16, 23). Expert opinion is unnecessary in case of withdrawal from the contract of sale by reason of this disease's presence, while in case of reduction of the price of an afflicted animal, the court adjudicates the case immediately after the hygienic slaughter of that animal (16, 23). The regulations concerning this disease of slaughter cattle are special and exceptional.

Warranty laws in Belgium and Luxembourg have been closely related to French law for approximately 200 years. As in France, catalogues of major defects are established, establishing special regulations for certain animal species. However, a significant differ-

ence with respect to veterinary examinations should be noted. Mandatory, official and administrative tests commissioned as veterinary expertise are regulated.

In Luxembourg (5, 6), BTB and paratuberculosis in Bovidae stand out among many major defects. Bovine tuberculosis must be officially confirmed using cumulative criteria: by clinical veterinary examination and by official tuberculin tests. Likewise, bovine paratuberculosis must be confirmed clinically and by official bacteriological tests.

The Belgian legal provisions for engaging a proficient veterinarian refer to different acts of national law establishing the precise methodology for the official determination of certain infectious diseases (such as BTB, brucellosis, enzootic bovine leukosis and herpesvirus), or establish the methodology themselves for the determination of others (EIA, paratuberculosis and bovine viral diarrhoea). This set of regulations also lays down the criteria for the official approval of laboratories (7-10).

b) Switzerland and legal norms derived from Swiss law

Recognition of the buyer's rights as the so-called modification rights is a specific aspect of Swiss law (12, 15). The warranty regime includes special regulations for animal defects. In the Swiss civil law system, unlike other the systems of other countries based on the 'German' model, no individual diseases (major latent defects) of the listed animal species nor specific periods for their manifestation have been enumerated (15, 43).

The current Swiss regulations apply only to farm animals of selected species, for which written guarantee obligations have been submitted (1, 15, 43, 60). The implementing act (43) regulated the warranty procedure, setting down the requirements of notification of the cantonal authorities by the animal buyer, appointment of a veterinary expert (typically, a veterinarian listed in the official list), and commission of an official veterinary examination of the animal (1, 15, 43, 60).

As a result, the role of expert veterinarians in the Swiss warranty regime is extremely important (1). Mandatory, official veterinary examinations are the *sine qua non* requirement for legal proceedings to commence in case of a physical defect of an animal (1, 15, 43, 60).

Notification of public authorities (such as cantonal authorities) should take place within the specified time period, e.g. within 24 hours of the discovery of the defect, and within the warranty period (15, 43). It should be noted that similar legal norms were relatively common in the legal institutions of the countries compared (20, 48). It should be pointed out that, in addition to the need to notify the public authorities in order to be entitled to make warranty claims, this obligation is related to the combat of infectious diseases (48). This is an additional role of notification which is important to animal and public health.

Veterinary warranty experts in Switzerland are appointed by the administrative authorities, according to the administrative procedure. One or more veterinarians from the official list may be appointed, all of whom must be independent and not related to the parties to the dispute in order to be validly nominated by the competent administrative authority (43).

In case of discrepancies between the opinions of experts, and their inability to form a joint, uniform opinion (43), an expert should be appointed to record an overriding, conclusive opinion (termed “*super-expertise*” or “*Oberexpertise*”) (26, 43).

The official veterinary examination of the animal sold is envisaged within 48 hours of the appointment of the expert. The seller and buyer should be notified of the place and date of the examination (43).

If the expert considers it necessary to slaughter the animal for a correct expert opinion to be formed, this matter is the subject of an administrative decision. A decision is made after hearing the parties (43). The performance of a post-mortem examination after the death or emergency slaughter of an animal is also possible. Such an examination is merely supplementary, and results in a supplementary expert opinion (43).

The veterinary expert should issue a reasoned written opinion (43, 55). The expert should determine several facts: whether the given animal has a physical defect, whether (and to what extent) this defect reduces the value of this animal, and whether (and to what extent) the animal's buyer suffered damage (43). These are the general objectives set for the veterinary warranty expert in every legal system; however, it is the Swiss law that lists them explicitly.

The reduction of animal value was noted as being defined as the difference between the objective value of the defective animal (the market value), and the transaction value of the defective animal (the price paid) (43). In some cases, the veterinarian can determine the amount of the price reduction. It should be stated that any expert opinion is subject to the free assessment of the court (15).

The Polish norms on animal warranty (48, 56) nearly entirely follow the system of the German Civil Code (13). Nevertheless, certain Swiss elements were also included in Polish legislation before 2014 (15, 48, 56). Among these elements, the recognition of the buyer's rights as the modification rights and the requirement of official veterinary expertise can be distinguished.

The obligation to carry out an official examination of defective horses, sheep and minks covers numerous major defects (with the notable exception of cribbing in horses). The examination should be carried out in a public veterinary clinic or in a veterinary clinic affiliated to a state agricultural college (48). References to ‘public’ veterinary clinics and state universities were examples of the statute language of the communist regime (under which there were no private veterinary practices nor private higher education permitted).

Nevertheless, after the fall of the communist regime, when private practices arose, this provision was not amended but fell into disuse.

c) Germany

The German legal norms examined and described in the following part of the article can only be discussed in the past tense. All these regulations are historical in nature and do not apply now. Numerous normative acts required the buyer to notify public authorities or the court in order to commission the conduct of an official veterinary expert examination of the defective animal.

Among the historical statutes, the Prussian Landrecht (3) particularly needs to be mentioned. It stipulated that in case of physical defectiveness of animals, for which statutory presumptions were established, the buyer should perform acts of due diligence: he or she was to notify the seller, the court and veterinary experts. The purpose of notification was to trigger the veterinary expert examination (3, 59). Non-compliance of the buyer with these rules resulted in the loss of warranty rights. Analogous requirements existed in normative acts of the Grand Duchy of Hesse (Hesse-Darmstadt), Baden, Bavaria and Württemberg (3, 19, 20, 29, 30). Imposing the obligation to make the notification within a short period of time (e.g. 24 hours) was a common restriction imposed on the buyer (20).

Experts were appointed by the court or administrative authority. For example, the Württemberg regulations (29) installed the procedure of the court appointing veterinarians who conducted their activity in the local area. A single veterinary expert or two experts might have been appointed, depending on the complexity of the case and its importance (in the author's opinion, the pecuniary value of the dispute). Moreover, both parties could have indicated other, additional experts for consultation. The discussed norm governing official examinations established the procedures for performing the veterinary examination itself, both *in vivo* and post mortem (29). A veterinarian's decision could have been made, and his or her opinion founded, on the basis of a necropsy or a clinical examination confirmed by a consecutive joint necropsy. The dissection of the animal's carcass was to be carried out in the presence of the interested parties.

d) Other examples

Two more exceptional examples should be presented. The Spanish norm is unique because it incorporates scarcely changed warranty law of the Roman type, and Austrian law brings to bear an effect unknown elsewhere of the buyer's completion of the due diligence and the issuing of an expert opinion.

Attention should be paid to the decisive role of the Spanish veterinarian as an expert. He or she should examine the animal and determine whether a hidden defect is present (17, 59). The admissibility of returning the animal and terminating the contract depends on expert opinion and therefore on the Spanish veterinarian (17). Instead of redhibition, an alternative

is the possibility for the buyer to choose to withdraw from the contract (17, 57) or to apply a price reduction. The amount of this reduction is determined by the veterinary expert (17).

In Austria, the buyer's compliance with the requirement for due diligence (reporting the discovery of a defect and making the animal available for expert veterinary examination) are conditions granting the possibility of reversing the burden of proof. Thus, the buyer would not have to prove the existence of the defect, but the seller would have to prove the absence of it (2, 4, 49, 52).

Criticism of veterinary expertise in warranty case. Recourse to expert veterinarians in warranty matters has been subject to criticism. Numerous doubts were raised many times through the history of their engagement as analysed here, yet they transpired to be groundless.

France, Germany and Poland can be listed among the nation states in which regulations controlling the use of veterinary expertise were introduced as reactions to a perceived need to diminish the weight given to it (4, 11, 13, 24, 35, 38, 47, 50, 56, 58). It should be noted that indirect mispricing influence can be also observed in numerous countries where the Napoleonic Code or the Bürgerliches Gesetzbuch were the inspiration for legislating or were the binding law (13, 14).

This critical approach has been manifested in scientific discourse, legislative works, in the legal provisions in force and in the law in action. It resulted predominantly from a misunderstanding of the purpose of veterinary examinations by lawmakers and lawyers. It was born of the prejudices of one professional group against another.

It was claimed that legal disputes would be untouched by the 'harmful' influence and arbitrariness of veterinarians by eliminating veterinary examination procedures and expert opinions. These opinions were regarded as elements that deepened the state of legal uncertainty in veterinary cases and were unjust (11, 24, 38).

In particular, cases in Roman legal systems were considered excessively susceptible to being swayed by veterinarian expertise (11). The introduction of catalogues of major defects was considered a way to reduce the 'burden' of veterinary expert opinions in warranty procedures. Such catalogues of major defects, which were unscientific, were anachronistically modelled on the early-medieval laws of primitive Germanic peoples. In some countries such catalogues have been in force continuously since the Middle Ages and in others they endured from the Middle Ages until the recent past. In yet others, at the time of their introduction onto the statutes (in the 19th or 20th century), they were completely inconsistent with the veterinary medical knowledge of the time.

The socioeconomic, legal axiological, and scientific merits of including current veterinary knowledge

in the administration of warranty claims were consciously minimised or rejected by legislative powers. It would, however, be incorrect to assume that public health, animal population health and animal diversity considerations were also rejected. Rather, it must be concluded that the legislators were completely unaware of the existence of these factors – even to the extent that the scientific knowledge of the time could define them.

The research has shown that this criticism was unfounded and incorrect. Moreover, it was noted to have been very detrimental. Its negative effect can be observed from the theoretical point of view as having inhibited scientific development. Depreciating the scientific position of veterinary medicine and its achievements, and diminishing the esteem in which the veterinary profession was held in society are also not irrelevant consequences of the criticism.

Most of all, its harmfulness and its inclusion in legal norms (as their *ratio legis*) is revealed when the practical aspect of warranty is considered. The interests of animal buyers were negatively affected and their rights severely limited.

An eminent example in support of the author's conclusion is the history of civil law in Germany in the 20th century. Defective legal provisions, intentionally and consciously established against veterinary expertise in warranty cases, were replaced in practice by the waiving of these legal rules by agreement of both parties, to progress towards a case's resolution in a negotiated manner. Waiving these provisions is envisaged because they are dispositive law. Ordering examinations by and requesting the opinions of expert veterinarians was practiced instead (4, 11, 46, 54, 59). A rapid development of veterinary expertise (research, theory, practice and veterinary law) occurred, especially related to the sale of horses (1, 4, 11, 46, 54, 59, 60).

The research has also shown the falseness of the claim that incorporation of veterinary expert opinion is related to Roman systems of warranty. On the contrary, it has been revealed to have greater prevalence in systems that are Germanic in nature, or contain Germanic elements. This is not contradicted by the fact that official veterinary expertise is rarely adduced in countries with a strong Roman legal tradition in civil law (the Roman-modelled Spanish system being an exception in its prescribed requirement of it). Such an exception proves the general rule.

Indeed, restrictions on the buyer's rights in warranty are typical elements of the legacy of the Germanic peoples' laws, through the laws of medieval north-western Europe. A firm relationship between official veterinary expert opinions and statutory catalogues and the prevailing dependence of the former on the latter has been established in the current research.

Nevertheless, it is difficult to term any warranty system applying to animal sale 'purely Roman' or 'purely Germanic'. It is evidently more correct to appraise them as mixed legal systems (27, 28, 45). It is typical

that the general warranty rules for all sales of objects are based on Roman law, while for the sale of animals a *lex specialis* of a Germanic nature applies. Eminent examples include France, Switzerland, Luxembourg, Belgium or Poland (until 2014).

Therefore, it may fairly be concluded that the inclusion of official veterinary expert opinions is an essential part of Germanic warranty regimes.

The practical significance of veterinary expertise on animal latent defects. An expert opinion is most often thought of as a second-order element of a court case, whether the expert opinion is one prepared by order of the court or commissioned privately. Numerous other disciplines can be found from which expert opinions are sought in legal proceedings (26). Nevertheless, the opinions that were the subject of the current analysis give the impression of being ‘unusual’ or even exceptional elements of law cases.

Professional examination of physical animal defects has a very long history and was integral to social and legal systems as diverse as those of ancient Rome, a medieval French or German city, or an Ottoman Middle-Eastern market (11, 37, 44, 46, 53, 54, 59). Veterinary expert opinions on physical defects of animals sold are, of course, still not uncommon in the present day (34, 40). An upward trend seems to be observable, especially in the case of expensive or companion animals. Notable examples include horses and dogs, and the expertise sought covers infectious diseases and genetic abnormalities (e.g. hip dysplasia in medium-large purebred dogs).

It should be noted that the mandatory examination discussed in this article differs from the buyer’s obligation to examine the animal, which occurs in most of the legal systems, albeit as an imposition onerous in some systems and less so in others. Examination by a layman cannot be compared with the procedure performed by a veterinary medical professional.

Compared to the substantive level and quality of the expert service rendered in ancient times, the level and quality of the service which is now performed by a qualified and titled veterinarian has undoubtedly risen. The basic idea remains, however, unchanged: to determine whether and what kind of physical defect exists, whether it is latent or patent, and when it occurred. It was found that the discussed type of official expert opinion was more commonly commissioned in the past, especially in 19th century legislation. Therefore, it is not in this aspect that the ‘unusualness’ and exceptionality of the studied expertise is evinced.

The expert opinions analysed in this article comprise elements of administrative or judicial (court procedural) law and of civil law: in other words, of public law and of private law. Veterinarians can act as official experts, issuing official, mandatory opinions on the state of animal health related to warranty claims, and thus act in civil disputes. Their official character

inheres in their appointments in judicial or administrative law procedures.

In particular, the judicial or administrative procedure for appointing veterinary experts and the buyer’s liability are the features established in this article as specific to individual legal norms.

It was found that the position and importance of an official veterinary expert opinion is completely different to that of an opinion commissioned privately (produced at the initiative of the buyer), or expert opinion formed only during a court trial.

As it has been shown, the recording of a veterinary expert opinion in animal warranty cases does not run contrary to the pattern; however, no pattern is discernible in the authorities competent to appoint veterinary experts and the procedure, mode and timing of the appointment of the expert. Most of all, the buyer’s statutory obligations and the legal consequences of non-compliance are the relevant unique elements of the analysed norms.

According to the statutory provisions, notification of the court or administrative authority and the performance of veterinary expert examinations constitute fulfilment of the obligatory acts of due diligence of the buyer. Therefore, they are the *sine qua non* conditions for the buyer to have entitlement to exercise his or her warranty rights.

Several questions arise from analysis of these conditions in their combined effect: Are these hindering requirements, that are only harmful to the buyer? Do they limit the buyer? Is the animal seller favoured too much?

Prima facie, all the answers seem to be unequivocally clear, unquestionable and affirmative. And yet it has been shown that the examined obligations and the rigour of liability for non-compliance with the mandatory norms do have positive aspects.

A favourable feature for the buyer is possible to indicate: the physical defect will be definitively established beyond doubt and confirmed. Moreover, this will happen relatively rapidly.

This circumstance is of great importance both in the case of live animals and that of those that died as a result of a latent defect. Animals are living organisms which are constantly changing. When an expert veterinarian is only appointed at the stage of court proceedings often lasting months or years, it may not be possible to put an expert opinion on record, its results may be uncertain, or it could take a long time. Therefore, the analysed regulations call for the immediate performance of expert examinations.

Another positive effect is the authoritative disclosure of the truth about the state of health of the animal by the veterinarian possessed of the appropriate expertise. It should be noted that determination of the objective truth is the purpose of all civil proceedings, including those invoking a warranty.

Moreover, detection of genetic defects and infectious diseases promotes the maintenance of biodiversity and prevents further aggravation of latent defects in the animal population. When zoonotic diseases are detected, it is also an important public health protection factor.

A type of expert opinion can be indicated which is a mixed nature, integrating elements of administrative or judicial (public) law in terms of the appointment of the proficient veterinarian, and of civil (private) law regarding the subject matter.

The conducted research and legal analysis support the conclusion that the legal norms discussed not only achieve resolutions of property disputes, but also have aspects that, paradoxically, serve all parties to and participants in animal warranty proceedings. They serve the general public and also work to the benefit of animal populations' health. It may, therefore, be appropriate to introduce similar legal standards in other jurisdictions.

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