

## Nebraska Administrative Code

Title 54 - Nebraska Brand Committee Rules and Regulations Chapter 7

### ~~Chapter 7 - Registration and Regulation of Feedlots Within the Brand Inspection Area~~

- ~~7-(1) Application and Agreement.~~ Owner or owners must complete an application and agreement for a special Registered Feedlot Permit, in writing, on forms furnished by the Nebraska Brand Committee, 411 Niobrara, P.O. Box 1, Alliance, NE 69301, telephone 308/763-2930, or on our website [www.nol.org/home/NBC](http://www.nol.org/home/NBC).
- ~~7-(2) Fee.~~ The application shall be accompanied by a payment of not less than one hundred dollars nor more than six hundred fifty dollars for each one thousand head capacity, or part thereof, of the applicants feedlot. This payment to be refunded in full should this application be denied.
- ~~7-(3) Prior inspection.~~ Applicant shall permit inspection of the feedlot by authorized personnel of The Nebraska Brand Committee, prior to issuance of the permit, and shall furnish any additional pertinent information as may be requested.
- ~~7-(4) Inception date.~~ Permits shall be in force for one (1) year from date of issuance. Application for renewal shall be made in writing 30 days prior to expiration of existing permit.
- ~~7-(5) Fee change.~~ Any change in the Registration fee shall not be reflected until the next renewal date, at which time the applicant will be duly notified in advance.
- ~~7-(6) Exception to law.~~ Any cattle within the confines of the feedlot on the date initial application is made for Registered status shall be subject to an audit. The audit shall determine the number of head, ownership status and point of origin immediately prior to being placed in the feedlot.
- ~~7-(7) Inventory.~~ An inventory of all cattle placed in the Registered Feedlot after the permit issuance date, shall be kept by the applicant on a form prescribed by the Nebraska Brand Committee, 411 Niobrara, P.O. Box 1, Alliance, NE 69301, telephone 308/763-2930, or on a set of documents which includes the same essential information as required by the Committee's form.

## Nebraska Administrative Code

Title 54 - Nebraska Brand Committee Rules and Regulations Chapter 9

### ~~Chapter 9 - Registration and Regulation of Dairies Within the Brand Inspection Area~~

- ~~9-(1) Application and Agreement.~~ Owner or owners must complete an application and agreement for a special Registered Dairy Permit, in writing, on forms furnished by the Nebraska Brand Committee, 411 Niobrara, P.O. Box I, Alliance, NE 69301, telephone 308/763-2930, or on our website [www.nol.org/home/NBC](http://www.nol.org/home/NBC).
- ~~9-(2) Fee.~~ The application shall be accompanied by a payment of not less than one hundred dollars nor more than six hundred fifty dollars for each one thousand head capacity, or part thereof, of the applicants dairy. This payment to be refunded in full should this application be denied.
- ~~9-(3) Prior inspection.~~ Applicant shall permit inspection of the dairy by authorized personnel of The Nebraska Brand Committee, prior to issuance of the permit, and shall furnish any additional pertinent information as may be requested.
- ~~9-(4) Inception date.~~ Permits shall be in force for one (1) year from date of issuance. Application for renewal shall be made in writing 30 days prior to expiration of existing permit.
- ~~9-(5) Fee change.~~ Any change in the Registration fee shall not be reflected until the next renewal date, at which time the applicant will be duly notified in advance.
- ~~9-(6) Exception to law.~~ Any cattle within the confines of the dairy on the date initial application is made for Registered status shall be subject to an audit. The audit shall determine the number of head, ownership status and point of origin immediately prior to being placed in the dairy.
- ~~9-(7) Inventory.~~ An inventory of all cattle placed in the Registered Dairy after the permit issuance date, shall be kept by the applicant on a form prescribed by the Nebraska Brand Committee, 411 Niobrara, P.O. Box I, Alliance, NE 69301, telephone 308/763-2930, or on a set of documents which includes the same essential information as required by the Committee's form.

## Nebraska Administrative Code

Title 54 - Nebraska Brand Committee Rules and Regulations

Chapter 10

### Chapter 10 - Proof of Ownership Documents

(1) Statement of Purpose: The purpose of these rules and regulations in carrying out and the enforcement of Nebraska's Livestock Brand Act governing the issuance and retention of documents pertaining to the title and/or evidence of ownership of livestock.

(2) Definitions.

(2.A) BEST EVIDENCE shall mean that evidence which is more specific and definite as opposed to that which is merely general and indefinite or descriptive. Best evidence shall be digressive in nature beginning with an original title copy of a certificate of inspection #1, brand clearance #2, or bill of sale #3 ~~and following as listed below when establishing ownership of livestock.~~ and following as in Nebraska Statute 54-189.

~~(2.1) CERTIFICATE OF INSPECTION shall mean the official, individually numbered, title document issued and signed by a brand inspector authorizing (1) movement of livestock from a point of origin within a brand inspection area to a destination either inside or outside of a brand inspection area, (2) slaughter of livestock as specified on such certificate, or (3) the change of ownership of livestock as specified on such certificate. A certificate of inspection shall be construed and is intended to be documentary evidence of ownership on all livestock covered by such document.~~

~~(2.2) BRAND CLEARANCE shall mean the original, individually numbered, title document considered documentary evidence of ownership that is issued and signed by a brand inspector and given to persons who have legally purchased cattle at a livestock auction or sale where a brand inspection service is provided.~~

~~(2.3) BILL OF SALE shall mean the original document utilized as a formal instrument for the conveyance or transfer of title to livestock. The bill of sale shall state the buyer's name and address, the date of transfer, the guarantee of title, the number of livestock transferred, the sex of such livestock, the brand or brands, the location of the brand or brands or a statement to the effect that the animal is unbranded, and the name and address of the seller. The signature of the seller shall be attested by at least one witness or acknowledged by a notary public or by some other officer authorized by state law to take acknowledgments. A properly executed bill of sale means the original bill of sale that is provided by the seller and received by the buyer.~~

(2.4) ANIMAL HEALTH OR TESTING CERTIFICATE shall mean an original destination copy of the individually numbered certificate of veterinary inspection, issued by an approved veterinarian on all animals brought into this state and shall indicate the destination of the animal or animals. Such document shall meet the requirements for issuance, approval, content, and filing prescribed by the Department of Agriculture through rules and regulations.

(2.5) PURCHASE SHEETS shall mean the original statement of purchase issued by an auction market licensed with the United States Department of Agriculture, Packers and Stockyards Administration the the Nebraska Department of Agriculture as a marketing agent. Such document shall state the name and address of buyer, the date of issuance, the number of livestock purchased, the sex and color of such animal and the dollar amount paid.

(2.6) DISCLAIMER OF INTEREST shall mean the original form stating the shipper, seller, brand owner or authorized agent, the number and description of the livestock being disclaimed per animal or by the proceeds thereof, including the city of location of such action, the shipper, seller, brand owner or authorized agent's signature, which shall be attested to by at least one witness.

(2.7) AFFIDAVIT – (LIVESTOCK SHIPPERS AFFIDAVIT AND AGREEMENT) shall mean an original document of a declaration under oath, in writing, before some person who has authority under the law to administer oaths. The Livestock Shippers Affidavit and Agreement form must be completed in its entirety, shall document the brands, tattoos, or marks on the livestock, the point of origin, and physical description of livestock on the affidavit. The body of the affidavit must state facts, not opinions or conclusions, by one having actual knowledge of the facts. The affidavit must be completed prior to affiant signing, attesting to the information provided. The affidavit is to be signed in the presence of a notary public and notarized.

~~(2.8) OTHER DOCUMENTS OR MEANS OF EVIDENCE OF OWNERSHIP shall include copies of breed registration certificates, recorded brand certificates, scale tickets, court orders, security agreements, powers of attorney, canceled checks, bills of lading, or tags; and such other facts, statements, or circumstances that taken in whole or in part cause an inspector to believe that proof of ownership is established.~~

(2.9) CERTIFIED COPIES of certificates of inspection, brand clearances and bills of sale certified as copies of the original title document provided by the issuing brand inspection agency shall fill the requirements for providing documentary evidence of ownership on livestock.

(3) Inspection and Documentation Requirements: When a brand inspection is required by a Nebraska Brand Inspector or Investigator under the provisions of Nebraska's Livestock Brand Act or section 54-415 and the brand inspector "*questions the ownership*" of cattle that are unbranded or bears a brand or brands in addition to, or other than, the recorded brand or brands of the consignor, shipper or seller, the brand inspector shall require the "Best Evidence" and the documentary evidence of ownership shall be relinquished as follows:

(3.1) When cattle originate from, or are purchased from, within the Nebraska Brand Inspection Area or from another state offering brand inspection, an original title copy of the certificate of inspection, brand clearance, receipt for brands or bill of sale is required as best evidence. If the seller, shipper or consignor retains possession of a portion of the cattle listed on said document, the original title copy shall be taken up and filed with the current Nebraska Brand committee tally, certificate or clearance. The brand inspector shall write a Receipt for Brands, return a copy thereof to the seller, shipper or consignor which shall be construed as evidence of ownership.

(3.2) When cattle originate from a sale barn in Nebraska's Non-brand Inspection Area or from a sale barn in a state in which no brand inspection is offered, an original copy of an auction market purchase sheet is required. If the seller, shipper or consignor retains a portion of the cattle listed on said document, the inspector shall note on the original purchase sheet the number of head sold or shipped, the date of transaction, place his/her signature indicating which inspector performed this acknowledgment. The inspector shall take a photo copy of said original purchase sheet and return such to the shipper, seller or consignor.

(3.3) Cattle purchased in a non-brand inspection area at a farm sale or at a registered purebred auction, the provisions outlined requiring a purchase sheet in (3.2) shall apply.

(3.4) When cattle are purchased by private treaty in the non-brand inspection area of Nebraska, a legal, properly executed, original bill of sale shall be relinquished to the brand inspector. If the seller, shipper or consignor retains possession of a portion of the cattle noted on the bill of sale, the inspector shall retain the original and file it with the Nebraska Brand Committee tally or certificate of inspection and issue a receipt for brands, which shall be construed as documentary evidence of ownership on said cattle.

(3.5) When cattle are purchased and/or originate in a non-brand inspection state, the seller, shipper or consignor shall provide the original bill of sale or the destination/original copy of an animal health or testing certificate. If the bill of sale is deemed a legal, properly executed, original document, the brand inspector shall carry out the provisions as outlined in section (3.3). If an animal

health or testing certificate is offered as documentary evidence of ownership, the brand inspector shall follow the provisions of retention and relinquishment as outlined in (3.2) apply.

(3.6) When a bill of sale, brand clearance, certificate of inspection, purchase sheet, or animal health or testing certificate is not obtainable and all avenues have been exhausted in attempting to acquire said documents, the brand inspector shall request one or more of the following best evidence documents: Breed registration certificates, scale tickets, disclaimers of interest, court orders, security agreements, powers of attorney, bill of lading, canceled checks; affidavit and/or rely on such other facts, statements or circumstances that, taken in whole or in part, causes the brand inspector to believe that proof of ownership is established.