



THE CHATTERBOXER

Member, American Boxer Club
Established 1945

July 2004

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Ear Cropping Ban Proposed in California

CALIFORNIA SENATE BILL 1548 by Senator Liz Figueroa (D-10) of Fremont passed out of the Assembly Business and Professions Committee with amendments including the new crime of cropping or procuring the cropping of dogs' ears.

SB 1548, Section 11, as amended June 14, would add a new Section 597.6 to the Penal Code:

- 597.6. (a) Any person who crops the ears of any dog or procures the cropping of a dog's ears, except for treatment of disease or injury of the dog, is guilty of a misdemeanor.
- (b) For purposes of this section the following definitions apply
- (1) "Ear cropping" means surgical alteration of the pinna that is performed for the purpose of manipulating the ears of any dog for cosmetic reasons so that the ears heal pointed.
 - (2) "Disease or injury" means a condition of the dog that impairs normal physiological functioning and does not include prevention of ear infections.

We must take our cue from this, as well, and continue to ask the author to remove the ear crop provision. The JLSRC process should have been limited to the work and authority of the Veterinary Medical Board as authorized by the Veterinary Practice Act and not a forum for the ideological Association of Veterinarians for Animal Rights (AVAR) to infringe on the rights of individuals as well as veterinarians.

Points to make:

- Ear cropping is a personal decision for dog owners.
- No one is required to do so but should have the right to choose.
- Ear cropping is a safe procedure when performed with knowledge and experience.
- Decisions about ear cropping, ownership of dogs and their activities involve multiple owners and agents in and out of California who would be placed in unreasonable legal jeopardy by these prohibitions.
- The standard of exemption "Disease or injury" means a condition of the dog that impairs normal physiological functioning and does not include prevention of ear infections."- is too vague for a crime that would be investigated by police or animal control authorities and not a professional board.
- Veterinary medicine and procedures should not be legislated but left to the informed judgment of pet owners and their veterinarians.

Follow the progress of the bill via AKC's Legislative Alerts:

June 21, 2004
www.akc.org/news/index.cfm?article_id=2149

June 23, 2004
www.akc.org/news/index.cfm?article_id=2151

June 28, 2004
www.akc.org/news/index.cfm?article_id=2158

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From the Editor

Rights! There are no rights whatever without corresponding duties. Look at the history of the growth of our constitution, and you will see that our ancestors never upon any occasion stated, as a ground for claiming any of their privileges, an abstract right inherent in themselves; you will nowhere in our parliamentary records find the miserable sophism of the Rights of Man.

~ Samuel Taylor Coleridge



For years now, as more and more countries in Europe have banned ear cropping and tail docking, fanciers in the United States have argued about the issue, with many believing that it will never happen here, a country that was “founded on freedom.” Well, guess what—it’s happening here.

Legislation has been proposed in California that would make it illegal for anyone—including a veterinarian—to crop the ears of a dog unless due to disease or injury that “affects normal physiological function.” Not only that, it would also make it illegal for a dog owner in California to take a puppy to another state for an ear crop. This proposition was driven by the Association of Veterinarians for Animal Rights—a group whose mission is to “actively works toward the acquisition of rights for all nonhuman animals.”

The AVAR approached California Senator Liz Figueroa last year about the issue. According to the AVAR website, “instead of carrying a separate bill to specifically ban ear cropping in dogs, the senator thought it might be easier to accomplish our goal by incorporating a ban into a funding bill (SB 1548) for the California Veterinary Medical Board (presumably because there would be less opposition). As part of that agency’s funding, the board would be required to enforce the ban.”

California Bill SB 1548 was introduced to the Senate on February 19, 2004. It passed through two Senate Committees and was sent to the Senate floor on May 17. It passed through the Senate with a vote of 24 Ayes, 12 Noes, and was sent to the Assembly, where it was given to the Committee on Business & Practices. On June 14, Senator Figueroa amended the bill to add the ban on ear cropping—**after** the bill had already passed through the Senate. The bill was passed by the B&P Committee on June 14—which allowed no opportunity for debate on the new provision—and is now with the Assembly Appropriates Committee.

Ironically, the AVAR states that ear cropping is “a painful surgery performed on puppies typically between nine and twelve weeks of age,” yet they strongly advocate pediatric spay/neuter, a much more invasive surgery, performed between six and sixteen weeks of age. The hypocrisy has not gone unnoticed. The AVAR also cites illegal dog fighting as a reason for banning ear crops, noting that “if [ear cropping were] prohibited by law, law enforcement could potentially have another tool to use for closing down illegal dog fighting operations.” It seems apparent by this statement that California cannot enforce existing laws, so adding another unenforceable laws seems ineffective at best.

There are several notices, letters, and updates regarding SB 1548 in this month’s ChatterBoxer. One of the reasons this issue is later than usual is because new information keeps coming in, and I’ve tried to include as much of it as possible. Some of you may find it overkill, but this is A Big Deal. If this legislation passes in California, it is a foregone conclusion that it will spread throughout the rest of the United States. After ears will come tails, and dew-claws, then a ban on breeding. Several areas are already strug-

gling with mandatory spay/neuter laws, breed-specific legislation, pet guardianship, and breeder restrictions—other popular avenues for the animal rights groups to one day reach their ultimate goal of “total animal liberation.” This is not just about ears—it is about our rights to own animals at all.

Letters from out of state will make a difference in this fight. The California Assembly needs to understand that this is a controversial topic, not just in their state but across the country. This is a landmark piece of legislation, and once that door is opened it will be very difficult to close. Write or e-mail the Assembly Committee members, the author of the bill, and even the Governor himself. The National Animal Interest Alliance Trust is working closely on this issue and has additional information on points to make in letters—the most recent suggestion is to emphasize the effect the law will have on California’s already failing budget. Updates on the bill will also be posted on their website at www.naiatrust.org.

On a lighter note, our Spring Specialty was quite a success, even though the weather was not the greatest. At least the sun came out for the pictures! Full show results are in this issue. We’ll be choosing judges for the 2005 Spring Specialty at our July meeting, so bring your suggestions.

I’ve included the sample documents referenced in last month’s article on Estate Planning for Pets. This is easy to forget about, when there are so many more immediate concerns—and let’s face it, no one likes to think about their own death—but it is important. Even if you don’t have a formal plan written up, at least let your family members know what you expect, should something happen to you.

As I’m writing this, somewhere in the neighborhood the Fourth of July celebrations have started early. My dogs aren’t exactly afraid of fireworks, but a couple would rather they weren’t quite so loud, thank you very much. If you have dogs who have a fear of fireworks—or thunderstorms, for that matter—you might want to try giving them the flower essence combination, Rescue Remedy. A mixture of five essences, RR is great to have on hand for emergencies as well—it is intended for shock, trauma, panic, terror, confusion and agitation. You can purchase Rescue Remedy at most health food stores and even some pet supply stores. Other essences to consider for fireworks/thunderstorm phobias are Aspen or Mimulus.

On that note, I wish you all a safe and happy Independence Day, and urge you again to voice your opposition to SB 1548, and protect the independent right that we have to make decisions regarding the care, diet, and lifestyle of the animals that we own.

Best ~

Jen

Boxer Shorts

Genine DeMaso, Debut Boxers



YOU KNOW YOU NEED A VACATION FROM DOGS WHEN.....

.....your spouse's shocked voice shouts from the shop, "Honey, come quick, I've had a terrible accident!" and you show up breathless with a mop and scent neutralizer.

.....you wake panicked in the middle of the night because you suddenly sense that you have room to move your body around the bed.

.....you can't sleep unless you hear lots of heavy breathing in your bedroom.

.....the emergency number on your speed dialer is for the dog's veterinarian.

.....someone taps you on the shoulder and you tell them firmly, "Off!!" and then "Down!!".

.....tempers flare among your family members and you pull out the long forefinger, pointedly raise your voice, and shout "Go to your crates.....now!!"

.....someone asks what's for dinner and you automatically reply, "Kibbles and Bits".

.....you are walking a ring around the local park and someone points at you and your dog and you raise both arms over your head, whoop and go looking for a ribbon.

.....you are shopping and your best friend asks you what you think of the snappy suit in the window and you scowl and mutter, "It's useless.....it's the same color as my dog and it has no pockets."

.....your neighbor points to her crawling infant and asks you what you think of her new baby and you study it for a minute and reply, "Well, a little short on coat and long in the hock, but that kid has a great topline!!"

.....dog cookies are starting to look good.

....."What's a vacation?"

.....you call the human kids by yelling "COME!!" while standing perfectly still, feet together and arms at your side.

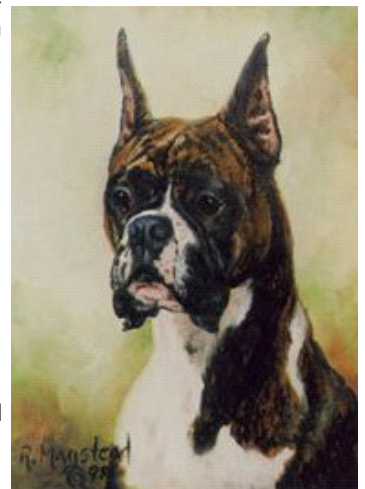
DOG HAIR: POTENTIALLY DANGEROUS

In a press release today, the National Institute of Health has announced the discovery of a potentially dangerous substance in the hair of dogs. This substance, called "amobacter canis" has been linked with the following symptoms in female humans:

- Reluctance to cook;
- Reluctance to perform housework;
- Reluctance to wear anything but jeans or sweats;
- Reluctance to work except in support of a dog;
- Physical craving for contact with dogs (may be an addiction);

BEWARE.....if you come in contact with a female human affected by this substance, be prepared to talk about dogs for hours on end.

THIS HAS BEEN A PUBLIC SERVICE ANNOUNCEMENT!!



MBC Educational Programs for 2004

Over the last three years, the Michigan Boxer Club has made a concerted effort to have an educational program as part of its monthly meeting. The MBC Board and Officers felt that a monthly program added an additional benefit to Club membership and provided added incentive for members who live a distance from the metropolitan Detroit to attend monthly business meetings. We have had programs on Advances in Boxer Heart Testing, Canine First Aid, Raw Diets, Puppy Neonatal Care, Video tapes of Ch. Bang Away of Sirrah Crest, Leader Dogs for the Blind, and the Canine Rescue unit of the Michigan Technical Rescue Operations Team, to name a few.

Programs for 2004 are now being scheduled. Please check the most recent issue of the ChatterBoxer for changes in this schedule.

Education Schedule:

July – Excerpts from the video, "Show Dogs, A Handling Guide," by Jeffrey Lynn Brucker will be shown

Jeff Brucker is a professional dog handler with over 150 Best in Show wins. These BIS wins include dogs from all of the AKC groups. He is best known as a handler of Doberman Pinschers. In this video, Mr. Brucker explains his training method for the conformation show ring and the handling techniques that he successfully uses in the ring. He outlines the small handling differences that often mean the difference between winning and losing and the key moments when handling has the greatest impact with a judge.

Future programs:

Advances in Laser Surgery for Dogs
 Current Information on Boxer Heart Issues, Video from ABC by Dr. Katherine Meurs
 Hypothyroidism in Boxers, Video from ABC by Dr. Peter Graham
 Seminar on Degenerative Myelopathy, Video from ABC by Dr. Natasha Olby
 The Key to Movement Video, Part 1, Coming and Going
 The Key to Movement Video, Part 2, Side Movement
 Show Grooming for the Boxer
 Breeding Basics
 Dog Law, Owner Responsibilities and Liabilities
 Puppy Contracts
 Canine Nutrition
 The Dog Game - Tax Implications as Business or Hobby
 Obedience Training with the Boxer
 Agility Training with the Boxer
 Human Personality and Dog Breed Preferences

If MBC members have suggestions for programs or know speakers who can add to the Club's wide interests, please contact Barry

Website Spotlight

For further information on our Educational topic this month, the following sites are suggested: These are often specific to different breeds, and may be rudimentary for many, but you never know when you might pick up something!

A Beginners Guide to Dog Shows

<http://www.akc.org/dic/events/conform/begnshws.cfm>

Brianne's Handling Tips du Jour

http://www.dachshund-dca.org/Juniors/articles/Briannes_Handling_Tips1.html

Clicker Training Your Show Dog

<http://nipissingkennelclub.com/showtrain1.htm>

Handling Your Own Dog

<http://geocities.com/Heartland/Acres/8989/handling.htm>

Owner Handling

http://www.corgirescue.org/art_ownerhandler.html

Showing Your Dog in Conformation

<http://members.aol.com/rjdroz/dogsh1.htm>

Showing Your Own Dog: The Basics

<http://www.sonic.net/setters/how2show.html>

2004 MBC Spring Specialty Results

SWEEPSTAKES

JUDGE—MR. BOB BUSBY

6-9 Dogs

1. Raineylane's Reloaded
2. Golden Gloves Upper Cut
3. Oak Knoll's Heartbreak Kid
4. Golden Gloves Prizefighter

9-12 Dogs

1. Sanjo's Billy The Kid
2. CR Traveling Time Again
3. Golden Gloves TKO
4. Claremont's Wind and Rain

6-9 Bitches

1. Cameliard's Casting Shadows
2. Trimanor's Auspicious Lady
3. Miro's TN Homesick Blues
4. Uppercuts Xtra Damara

9-12 Bitches

1. X-Zach-Ly A Storm of Claremont
2. Kaja's Morningstar at Bocomi
3. Willarea's Infamous Ivie
4. CR's Naughty But Nice

12-18 Dogs

1. Sandy Hill's BJ From Show Time
2. Kaja's Firecracker
3. Ramarco's Ready to Rock
4. Shadoefax's Limited Edition

12-18 Bitches

1. Irondale's Going to Graceland
2. Murbe Goretski's Desire
3. Raineylane Amity Hall Ambiance
4. Cameliard's Spirit of the Wind

Best Puppy in Sweepstakes

X-Zach-Ly A Storm of Claremont

Best Junior in Sweepstakes

Irondale's Going to Graceland

Grand Sweepstakes Winner

Irondale's Going to Graceland

REGULAR CLASSES

JUDGE—MRS. DOROTHY WELSH

6-9 Dogs

1. Raineylane's Reloaded
2. Golden Gloves Prizefighter
3. Golden Gloves Upper Cut
4. Beckencall's Daydream Believer

9-12 Dogs

1. Claremont's Wind and Rain
2. Boxrmor Lil' Ragin Trouble
3. CR Traveling Time Again
4. SanJo's Billy The Kid

12-18 Dogs

1. Kaja's Firecracker
2. Shadoefax's Limited Edition

Bred-by Dogs

1. Cinnrhee He Shoots He Scores

Am-Bred Dogs

1. Raineylane's Different Drum
2. Pinebrook's Richly Blended

Open Brindle Dogs

1. Allegro Trimanor Jamacamecrazy
2. Pinebrook's Monogramm
3. Cameliard's Ace of Diamonds
4. Sandy Hill's BJ From Show Time

Open Fawn Dogs

1. Winland's Harry Potter Treasure
2. Pinebrook's Legacy
3. Sentry's Playing Hardball
4. Kaja's Lord Of The Manor

Winners Dog

Winland's Harry Potter Treasure

Reserve Winners Dog

Kaja's Firecracker

6-9 Bitches

1. Uppercuts Xtra JL
2. Cameliard's Casting Shadows
3. Miro's TN Homesick Blues
4. Trimanor's Auspicious Lady

9-12 Bitches

1. Willarea's Infamous Ivie
2. X-Zach-Ly A Storm of Claremont
3. CR's Naughty But Nice
4. CR Legend of Zelda

12-18 Bitches

1. Cameliard's Spirit Of The Wind
2. Irondale's Going To Graceland
3. Dream Team's Hail Storm
4. Winfall's I've Got Style

Bred-By Exhibitor Bitches

1. Cinnrhee's Peg of My Heart
2. White Pines First Edition

American-Bred Bitches

1. Raineylane Amity Hall Ambiance
2. Randolph Diamonds Are Forever

Open Brindle Bitches

1. White Pines Front Paige
2. Newcastle's Global AbFab
3. Raineylane's ChooChoo's Choice

Open Fawn Bitches

1. ProC's Pretty Princess
2. Debut's Run Little Sheba
3. Trailwood's That's My Girl

Winners Bitch

Cameliard's Spirit of the Wind

Reserve Winners Bitch

Willarea's Infamous Ivie

Veteran Bitches

1. Cameliard's Nivetta le Fay

Best of Breed

Ch Kaja's Little Rascal

Best of Opposite Sex

Kaja's Doc Elliott

Best of Winners

Cameliard's Spirit of the Wind



Sample Language for Estate Planning for Pets

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www.estateplanningforpets.com

Last month's article discussed various methods of estate planning for pets. Following is the sample language for the various documents referred to in that article.

This sample language below is intended for illustrative purposes only and should not be used or otherwise relied upon in drafting legal documents without accompanying legal advice and making necessary changes to appropriately integrate such sample language with the other provisions of the applicable legal document.

Language similar to the following could be used in the dispositive provisions of a pet owner's will or revocable living trust.

SAMPLE LANGUAGE FOR CONDITIONAL BEQUEST TO CARETAKER

I hereby give my pet, [NAME OF PET], [DESCRIPTION OF PET], [0] to [NAME OF CARETAKER], and the sum of \$_____, which shall be expended for the care of my pet during its remaining lifetime; provided, however, that this gift shall lapse if my pet is not living at the time of distribution according to this provision or if [NAME OF CARETAKER] does not undertake to use the funds gifted herein for the care of my pet.[1] [OPTIONAL: This provision is intended to be a gift subject to a condition precedent, and I do not intend impose any trust upon the beneficiary herein, under common law or statute.[2]]

[0] As an alternative to specifically naming the pet (as provided above), the drafter could simply refer to "my pets" and define the term to include all the pets owned by the testator at the time of the testator's death. This approach takes into account the fact that the testator may have a different group of pets at the time of his or her death.

[1] The assumption behind this language is that the pet owner does not desire to make a gift subject to a condition subsequent, whereby the beneficiary would be entitled to the caretaking funds even if the pet does not survive the pet owner.

[2] Many pet trust statutes provide that language in a will may be liberally construed to impose a statutory pet trust upon the beneficiary. This language counters the application of such a statute.

SAMPLE LANGUAGE FOR STATUTORY PET TRUST

The Settlor hereby gives [his/her] pet, [NAME OF PET], [DESCRIPTION OF PET],[0] and the sum of [AMOUNT OF CARETAKING FUNDS] to the Trustee of the [NAME OF TRUST] (the "Trust"), to be administered and distributed as follows:

A. Trustee. [NAME OF INITIAL TRUSTEE] shall serve as initial Trustee; but in the event that [NAME OF INITIAL TRUSTEE] is unable or unwilling to serve, [NAME OF SUCCESSOR TRUSTEE] shall serve as successor Trustee. In the event that both of the above-named parties are unable or unwilling to serve, the successor Trustee shall be appointed by the [NAME OF ENFORCER], if she is unable or unwilling to do so, by a court of competent jurisdiction.[1] The Trustee may resign upon by pro-

viding 30 days' written notice thereof and possession of [NAME OF PET] to [NAME OF ENFORCER] or any other party appointed by the court to enforce this Trust. The Trustee may be removed, at any time, by the [NAME OF ENFORCER] or by a court of competent jurisdiction, and upon receipt of written notice of removal, the Trustee shall relinquish possession of [NAME OF PET] and the remaining assets of the Trust to the duly-appointed successor Trustee, or if there is no such party, to [NAME OF ENFORCER]. [2] Notwithstanding the foregoing, in no event shall [NAME OF ENFORCER] or any other party appointed by the court to enforce this Trust serve as Trustee.[3] Except as otherwise provided herein, the Trustee shall have all the rights, powers, duties, and obligations of a trustee under applicable law.

B. Expenditures and Distributions. During the term of the Trust, the Trustee shall be entitled to expend such sums of net income, and if necessary, principal, as the Trustee determines to be necessary or advisable for the health, care, and welfare of [NAME OF PET], including (but not limited to) food, veterinary care and/or insurance, toys and other recreational activities, and temporary boarding and/or pet-sitting fees. In exercising such discretion, it is intended that the Trustee will maintain [NAME OF PET] in the same standard of health, care, and welfare as the Settlor.[4] The Trustee is also authorized to pay, or reimburse to the Trustee, any income taxes attributable to the Trust and other necessary expenses associated with the administration and distribution thereof. [5] [OPTION: In addition to the foregoing, the Trustee is authorized to receive compensation in the amount of \$____ per year.[6]]

C. Termination and Final Distribution. The Trust shall terminate upon the earlier of the following: (a) the net value of the Trust assets (other than [NAME OF PET]) decreases to less than \$____; [7] or (b) the death of [NAME OF PET]. If termination of the Trust occurs because of the death of [NAME OF PET], the Trustee shall, at the expense of the Trust, provide for the respectful and proper disposition of the remains of [NAME OF PET], pay any remaining debts and expenses of the Trust, and then distribute the remaining assets of the Trust to [NAME OF REMAINDER BENEFICIARY] OPTION FOR CHARITABLE BENEFICIARIES: "; provided, however, that if [NAME OF REMAINDER BENEFICIARY] does not then qualify as an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, then the Trustee shall select an appropriate tax-exempt organization that provides for the care of similar pets to receive such distribution". If termination occurs for any other reason, the Trustee shall distribute the remaining assets of the Trust to the Trustee, who shall hold such assets outright and free of trust, but conditioned on providing for the continued health, welfare, and care of [NAME OF PET].

D. Enforcement of Trust by Third Party. The purposes and terms of this Trust may be enforced, at any time, with or without court intervention, by [NAME OF ENFORCER], or if [NAME OF ENFORCER] is unable or unwilling to do so, by any party appointed by a court pursuant to [CITATION TO PET TRUST STATUTE]. To this end, [NAME OF ENFORCER] may (but is not required to) request an accounting for the funds of the Trust, not more frequently than quarterly, and inspect [NAME OF PET] and the conditions of the premises where [NAME OF PET] is kept, from time to time, to ensure that appropriate care is being pro-

vided by the Trustee. This provision shall apply even if the party granted enforcement powers is not a beneficiary of the Trust.[8] Notwithstanding the foregoing, no provision in this paragraph shall be construed to limit the rights of the Trustee and the beneficiaries to enforce the terms hereof.

E. Purposes. While [NAME OF PET] is alive, the primary purpose of the Trust is to provide for the health, care, and welfare of [NAME OF PET].[9] Notwithstanding, if at any time, [NAME OF PET] suffers from a medical or physical condition or illness and the Trustee determines, based on a written opinion of a veterinary professional who has examined [NAME OF PET], that it would be more humane to euthanize [NAME OF PET], then the Trustee is authorized to do so at the expense of the Trust.[10]

F. Spendthrift Provision. As a material purpose of the Trust, the interest of any beneficiary in the net income or principal shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. Except as otherwise provided, no beneficiary's interest shall be subject to anticipation, assignment, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate, alienate, encumber or charge such interest, voluntarily or involuntarily, nor shall such interest be liable for or subject to the debts, obligations, liabilities, torts or contracts of any beneficiary.[11]

G. Applicable Law. This Trust is established by the Settlor and accepted by the Trustee under the laws of the State of [NAME OF STATE], and in particular, [CITATION TO PET TRUST STATUTE], and all questions concerning its validity and construction shall be determined under [NAME OF STATE] law, regardless of any change in the situs of the Trust.

[0] As an alternative to specifically naming the pet throughout the Trust (as provided above), the drafter could simply refer to the "Settlor's pets" and define the term to include all the pets owned by the Settlor at the time of the Settlor's death. This approach takes into account the fact that the Settlor may have a different group of pets at the time of his or her death.

[1] The trustee succession provisions may be drafted in a number of different ways. In addition, the applicable pet trust statute may allow a court to designate a successor trustee of a pet trust.

[2] In a statutory pet trust, the trustee has control over the pet and the funds, so at a minimum, the third-party enforcer should be able to remove the trustee without court intervention if necessary. As drafted, the above clause gives the third-party enforcer broad authority to do so, although such authority could be limited to removal for cause.

[3] Even if it is possible under the statute, the whole reason for creating a pet trust dictates that the trustee and the third-party enforcer should never be the same person.

[4] This provisions defines how the funds of the pet trust are to be used, and in doing so, attempts to balance the needs for detail in instruction with flexibility in execution.

[5] As discussed in the outline, it is unclear how a statutory pet trust would be taxed in this situation. In any event, this clause ensures that any taxes paid by the trustee will be reimbursed from the trust funds.

[6] This clause is entirely optional. In a perfect world, as a matter of incentives, the pet-owner would prefer to choose a caretaker who would be willing to care for the pet without compensation.

[7] It is assumed that, when the value of the funds falls under a certain amount (e.g., \$1,000), it would no longer be cost-effective to keep the pet trust in tact. In the alternative, this clause could provide for the "exhaustion of trust assets".

[8] The enforcement of the trust by a non-beneficiary is one of the legal obstacles to creating a legal trust for the benefit of a pet that is intended to be addressed by the pet trust statute. See A.R.S. §14-2907(4). This clause is intended to define the third-party enforcer and certain rights that are essential to that function. However, as encountered with provisions trust protectors, the question remains as to whether such a third party has fiduciary duties associated with the rights to enforce the pet trust.

[9] The degree of importance of the purposes of the pet trust should be expressly stated, especially considering its unorthodox nature.

[10] Given the nature of the pet trust, the issue of euthanasia should be expressly discussed in the terms of the Trust.

[11] This provision is intended to protect the assets of the Trust form the creditors of the Trustee and the beneficiaries.

SAMPLE LANGUAGE FOR TRADITIONAL LEGAL TRUST

The Settlor hereby gives [his/her] pet, [NAME OF PET[0]], [DESCRIPTION OF PET], and the sum of [AMOUNT OF CARE-TAKING FUNDS] to the Trustee of the [NAME OF TRUST] (the "Trust"), to be administered and distributed according to the following provisions:

A. Trustee. [NAME OF INITIAL TRUSTEE] shall serve as initial Trustee; but in the event that [NAME OF INITIAL TRUSTEE] is unable or unwilling to serve, [NAME OF SUCCESSOR TRUSTEE] shall serve as successor Trustee. In the event that the above-named parties are unable or unwilling to serve, the successor Trustee shall be appointed by: (i) the written designation of previous Trustee (who has not been removed) delivered to the Caretaker Beneficiary and the Remainder Beneficiary; or (ii) if the previous Trustee does not make such a designation, the unanimous written designation of the Caretaker Beneficiary and the Remainder Beneficiary; or (iii) if such parties do not make such a designation, by a court of competent jurisdiction. Notwithstanding the foregoing, in no event shall the Caretaker Beneficiary serve as Trustee.[1] The Trustee may resign, at any time, by providing 30 days' written notice to the Caretaker Beneficiary and the Remainder Beneficiary. Except as otherwise provided herein, the Trustee shall have all the rights, powers, duties, and obligations of a trustee under applicable law, and in addition, may (but is not required to) inspect [NAME OF PET] and the conditions of the premises where [NAME OF PET] is kept, from time to time, to ensure that appropriate care is being provided by the Caretaker Beneficiary, as provided below.[2]

B. Caretaker Beneficiary. [NAME OF INITIAL CARETAKER] shall be the initial "Caretaker Beneficiary", but if [NAME OF INITIAL CARETAKER] is unable or unwilling to receive the benefits and meet the conditions set forth herein, then [NAME OF SUC-

THE CHATTERBOXER

CESSOR CARETAKER] shall be the successor Caretaker Beneficiary. Before any initial distribution is made, any party with an interest as Caretaker Beneficiary shall be informed of the conditions for possession of [NAME OF PET] and receipt of funds hereunder. If any party who is entitled to distributions as Caretaker Beneficiary is, in the sole discretion of the Trustee, unable or unwilling to provide sufficient care for [NAME OF PET] or the Trust's ownership of [NAME OF PET] is jeopardized, then the Trustee may, without court intervention, acquire possession of [NAME OF PET] from such party, divest that party of any interest as Caretaker Beneficiary, and appoint another party as successor Caretaker Beneficiary who is willing and able to provide sufficient care for [NAME OF PET]. Notwithstanding any other provision herein, in no event may the Trustee, the Trustee's estate, the creditors of the Trustee, or the creditors of the Trustee's estate be the Caretaker Beneficiary.

C. Distributions and Possession of Trust Property. During the term of the Trust, the Trustee shall distribute to, or for the benefit of, the Caretaker Beneficiary such amounts of net income, and if necessary, principal, as the Trustee determines to be necessary or advisable for the health, care, and welfare of [NAME OF PET], including (but not limited to) food, veterinary care and/or insurance, toys and other recreational activities, and temporary boarding and/or pet-sitting fees. In exercising such discretion, it is intended that the Trustee will maintain [NAME OF PET] in the same standard of health, care, and welfare as the Settlor. The Trustee is also authorized to pay, or reimburse to the Caretaker Beneficiary for, any income taxes attributable to the Trust and other necessary expenses associated with the administration and distribution thereof. [OPTION: In addition to the foregoing, the Trustee is authorized to pay: (1) to the Caretaker Beneficiary, compensation in the amount of \$_____ per year; and (2) to the Trustee, compensation in the amount of \$_____ per year.] In any event, the Caretaker Beneficiary shall be entitled to possession of [NAME OF PET] for so long as he or she is providing for such care for [NAME OF PET] and the Trust's continued ownership of [NAME OF PET] is not jeopardized.

D. Termination and Final Distribution. The Trust shall terminate upon the earlier of the following: (a) the net value of the Trust assets (other than [NAME OF PET]) decreases to less than \$_____;[3] (b) the death of [NAME OF PET]; or (c) 21 years after the death of the last heir of the Settlor's grandparents who is living at the time this Trust is established.[4] If termination of the Trust occurs because of the death of [NAME OF PET], the Trustee shall, at the expense of the Trust, provide for the respectful and proper disposition of the remains of [NAME OF PET],[5] pay any remaining debts and expenses of the Trust, and then distribute the remaining assets of the Trust to [NAME OF REMAINDER BENEFICIARY], the "Remainder Beneficiary" [OPTION FOR CHARITABLE BENEFICIARIES: "; provided, however, that if [NAME OF REMAINDER BENEFICIARY] does not then qualify as an organization exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code, then the Trustee shall select an appropriate tax-exempt organization that provides for the care of similar pets to receive such distribution"[6]]. If termination occurs for any other reason, the Trustee shall distribute the remaining assets to either the Caretaker Beneficiary and/or the Remainder Beneficiary, as the Trustee determines to be most consistent with the intent of the Trust.[7]

E. Purposes. While [NAME OF PET] is alive, the primary purpose of this Trust is to provide funds to the Caretaker Beneficiary

for the health, care, and welfare of [NAME OF PET].[8] Notwithstanding, if, at any time, [NAME OF PET] suffers from a medical or physical condition or illness and the Trustee or the Caretaker Beneficiary determine, based on a written opinion of a veterinary professional who has examined [NAME OF PET], that it would be more humane to euthanize [NAME OF PET], then either the Trustee and/or the Caretaker Beneficiary is authorized to do so without court intervention.[9]

F. Spendthrift Provision. As a material purpose of the Trust, the interest of any beneficiary in the net income or principal shall not be subject to the claims of any creditor, any spouse for alimony or support, or others, or to legal process, and may not be voluntarily or involuntarily alienated or encumbered. Except as otherwise provided, no beneficiary's interest shall be subject to anticipation, assignment, sale or transfer in any manner, nor shall any beneficiary have the power to anticipate, alienate, encumber or charge such interest, voluntarily or involuntarily, nor shall such interest be liable for or subject to the debts, obligations, liabilities, torts or contracts of any beneficiary.[10]

G. Applicable Law. This Trust is established by the Settlor and accepted by the Trustee under the laws of the State of [NAME OF STATE] and all questions concerning its validity and construction shall be determined under [NAME OF STATE] law. Any questions relating to the administration of the Trust shall be determined by the law of the situs of the Trust at that time. [OPTION: In establishing this Trust, the Settlor does not intend to create an honorary trust or statutory pet trust, but an otherwise enforceable trust with at least one human trustee and a human beneficiary.[11]]

[0] As an alternative to specifically naming the pet throughout the Trust (as provided above), the drafter could simply refer to the "Settlor's pets" and define the term to include all the pets owned by the Settlor at the time of the Settlor's death. This approach takes into account the fact that the Settlor may have a different group of pets at the time of his or her death.

[1] The Trustee succession provisions may be drafted in a number of different ways. Nonetheless, in accordance with the practical purposes of the Trust, the Trustee and the Caretaker Beneficiary should never be the same party.

[2] The Trustee, as the enforcer of the Trust, must be able to check up on the pet without court intervention. As drafted, this clause is lenient in terms of a Trustee's duty to check up on the pet. If the pet owner wishes to impose a more affirmative obligation upon the Trustee, then the drafter should be as specific as possible without overburdening the Trustee – e.g., "shall inspect [NAME OF PET] and the conditions of the premises where [NAME OF PET] is kept, not less frequently than once a month, to ensure that appropriate care is being provided by the Caretaker Beneficiary, as provided below."

[3] It is assumed that, when the value of the funds falls under a certain amount (e.g., \$1,000), it would no longer be cost-effective to keep the Trust in tact. In the alternative, this clause could provide for the "exhaustion of trust assets".

[4] One of the roadblocks to a trust intended to benefit a pet for life is that the duration does not technically fall within the appropriate common law or statutory perpetuities period, which must often be based on a human life in being at the time the trust is created.

This clause is an example of a common law perpetuities savings clause, although the clause should always be tailored to the particular situation. For example, the above clause would not be of much use if the Settlor has no family. In this case, the clause could invoke the applicable statutory perpetuities period – e.g., in Arizona, 90 years after establishment of the Trust (A.R.S. §14-2901(A)(2)).

[5] This clause concerning the disposition of the remains of the pet is worded very generally. The drafter could add more specific directions tailored to the Settlor's desires

[6] This optional clause gives flexibility in the event that a charitable beneficiary is not in existence at the time of termination of the trust. The clause assumes that the Settlor would want the remaining funds to pass to an organization that cares for the same type of pet that the Settlor had, although this need not necessarily be the case.

[7] In general, the Trust would terminate early due to a lack of funds, and the question becomes who should receive the pet and/or the funds. The above language leaves the decision up to the Trustee. Note that if the Trustee was also the Caretaker Beneficiary, however, this clause would likely be considered a general power of appointment for tax purposes, although the value of the property subject to the power would presumably be limited.

[8] The degree of importance of the purposes of the trust should be expressly stated, especially considering its unorthodox nature.

[9] Given the nature of the pet trust, the issue of euthanasia should be expressly discussed within the terms of the Trust..

[10] This provision is intended to protect the assets of the Trust from the creditors of the Trustee and the beneficiaries.

[11] If the drafter is preparing a document in a state that has a pet trust statute, this provision could be added to make clear that such statute, and all its special restrictions, is not to be applied.

Language similar to the following could be used in a durable power of attorney (or revocable living trust[1]).

SAMPLE LANGUAGE FOR DURABLE POWER OF ATTORNEY

In the event that the Principal is unable to provide for the care of [his/her] pet, [NAME OF PET], [DESCRIPTION OF PET],[2] the Agent is authorized to: (1) take possession and custody of the pet [OPTION: or provide possession and custody of the pet to the Trustee of the [NAME OF REVOCABLE LIVING TRUST]]; and (2) expend or otherwise utilize such amounts of the Principal's funds or other property as may be necessary or advisable to provide for the health, care, and welfare of the pet, including (but not limited to) food, veterinary care and/or insurance, toys and other recreational activities, and temporary boarding and/or pet-sitting fees. In exercising such authority, it is intended that the Agent will maintain [NAME OF PET] in the same standard of health, care, and welfare as the Principal. [OPTIONAL: Unless medically or physically impracticable, the Agent shall permit the Principal to have as much contact with [NAME OF PET] as the Principal did before becoming incapacitated.] For the purposes of this instrument, any such actions by the Agent taken for the benefit of the Principal's pet shall be considered taken for the benefit of the Principal.

[1] This language could also be modified for placement in a revocable living trust, where the "Principal" is the settlor and the "Agent" is the successor trustee. However, it would be effective only if the pet animal actually becomes property of the trust.

[2] As an alternative to specifically naming the pet (as provided above), the drafter could simply refer to the "Principal's pets" and define the term to include all the pets owned by the Principal at the time of the Principal's incapacity. This approach takes into account the fact that the Principal may have a different group of pets at the time of his or her death.

OTHER LEGAL RESOURCES

In addition to consulting the statutes and case law of your own jurisdiction, the Estate Planning for Pets Foundation also recommends considering the following secondary sources:

Articles

Gerry W. Beyer, Pet Animals: What Happens when Their Humans Die?, 40 Santa Clara L. Rev. 617 (2000); web site: Estate Planning for Non-Human Family Members, <http://www.professorbeyer.com/Articles/Animals.htm> (Jan. 2003)

J. Alan Jensen, Tax and Estate Planning Involving Pets: Stupid Pet Tricks for the IRS and Fido, web site: <http://www.hklaw.com/publications/otherpublication.asp?ArticleID=1206> (Aug. 2000)

Gerhard Shipley, Pet Trusts: Providing for Pets, web site: <http://www.keln.org/bibs/shipley.html> (Dec. 1999).

Restatements of the Law

Restatement of Trusts §124 (1935).

Restatement (Second) of Trusts §124 (1957) (including comments).

Restatement (Third) of Trusts §47(2) (2003) (including comments). The Third Restatement of Trusts applies the concept of an "adapted trust", and the Official Comments suggest an application of the law that is similar to a UPC statutory pet trust. See comments d, d(1), d(2) (Example 8), e, and f. (Special thanks to Bettina Koppers for her astute input with regard to the Restatement.)

Treatises

Bogert & Bogert on The Law of Trusts and Trustees, §§165-166 (2d ed. rev. 1979).

II Scott & Fratcher on The Law of Trusts, §§124, 124.1, and 124.3 (4th ed. 1987).

THE CHATTERBOXER

More on the Ear Cropping Ban

*The next few pages contain various pieces of information that have been provided regarding the California legislation. The "reasoning" behind this ban was provided by the Association of Veterinarians for Animal Rights. The ear crop amendment was added on June 14, *after* the bill had been voted on by the Senate. It is headed to the Assembly Appropriations committee, where at last update it will be heard on August 4. If you want to e-mail the legislators (and out-of-state opposition is important in this case), it is suggest that each member be E-Mailed directly with a separate e-mail. Short and sweet would be the best approach, keeping the letter unemotional and non-confrontational.*

Here is the ear-cropping material in this paper that led to this amendment to SB1548:

"ISSUE #11: The practice of ear cropping in dogs, cosmetic surgery performed on dog ears to give them a pointed appearance, is practiced by a few veterinarians and illegally by people involved in dog fighting.

Question #11 for the Board: Other than surgically altering a dog's ears for the treatment of disease or injury, are there legitimate reasons why the practice of dog ear cropping should continue? Should the procedure be banned for both the individual performing the procedure as well as the person ordering it?

Background: According to the Association of Veterinarians for Animal Rights (AVAR), which opposes ear cropping, this surgical procedure is done for cosmetic reasons; there is rarely a medical need to surgically alter a dog's ears. It is a painful surgery performed on puppies typically between nine and twelve weeks of age. The dog is put under anesthesia, and the ears are cut and shaped to stand erect rather than remain in their normal floppy state. After surgery, the ears are taped up and usually affixed with adhesive to some sort of rack for weeks. Frequent follow-up visits to a veterinarian are needed, and sometimes additional surgery is needed to ensure the ears do not heal wrinkled. The AMVA, as well as state veterinary organizations, including the California Veterinary Medical Association, discourage ear cropping and state that the surgery is medically unnecessary and can cause pain and distress in the dog. The World Small Animal Veterinary Association, which represents the veterinary associations in at least 26 countries on this issue, opposes the practice and believes ear cropping in dogs should be illegal. Ear cropping is prohibited in Australia, Great Britain, Austria, Belgium, Denmark, Finland, Greece, Luxembourg, Norway, Portugal, Sweden, Switzerland, Cyprus, Czechoslovakia, Norway, Israel, and in the Canadian provinces of Newfoundland and Labrador.

Several national breed clubs believe that ear cropped dogs look better, are more aristocratic, and that the procedure prevents ear infections. The breed clubs that endorse ear cropping in dogs include the Doberman Pinscher, Boxer, Standard Schnauzer, and Great Dane. However, a growing number of such breeders do not have their dog's ears cropped, and ear cropping is not routinely performed in other breeds where ear infections are prevalent. Further, the American Kennel Club states that, "There is nothing in AKC rules or in any breed standard that compels an owner to have this procedure performed as a prerequisite to entry at a dog show. "Ear cropping is also performed on dogs used in dog fighting activities. In this situation, the dog's ear is almost cut off entirely. This "battle cropping" has been performed legally by veterinarians and illegally by people involved in dog fighting activities. If prohibited by law, law enforcement could potentially have another tool to use for closing down illegal dog fighting operations.

The AVAR recently hired a professional polling firm, Zogby International, to query California Veterinary Medical Association members about ear cropping. Only about 10percent of its members practice ear cropping for cosmetic reasons. Seventy-four percent think that veterinarians should not do ear cropping unless it is for the health and well-being of the dog. Eighty-six percent think that ear cropping is painful during the post-operative period, including anesthetic recovery and after-care. And, fifty-six percent of small animal practitioners would support legislation to prohibit ear cropping, unless for therapeutic purposes."

The American Kennel Club Canine Legislation Position Statement reads: "EAR CROPPING, TAIL DOCKING AND DEWCLAW REMOVAL The American Kennel Club recognizes that ear cropping, tail docking, and dewclaw removal, as described in certain breed standards, are acceptable practices integral to defining and preserving breed character and/or enhancing good health. Appropriate veterinary care should be provided."

However, AKC's dog show rules, Chapter 11: Dog Show Entries, Conditions of Dogs Affecting Eligibility, Section 8-D. reads, "Any dog whose ears have been cropped or cut in any way shall be ineligible to compete at any show in any state where the laws prohibit the same except subject to the provisions of such laws."

The unorthodox timing of SB 1548 did not allow us the opportunity to participate in the Bill Analysis written for the hearing. However, the usual organization letters to the Committee Chair and members opposing the bill should be faxed immediately. Be sure your letter is clearly marked "**SB 1548, as amended June 14, Figueroa. Veterinary medicine - OPPOSITION**" Letters need not be long or detailed. We want to stop the ear crop ban in committee.

The full text of the bill as amended is available online here:

HTML format: http://www.leginfo.ca.gov/pub/bill/sen/sb_1501-1550/sb_1548_bill_20040614_amended_asm.html

PDF format: http://www.leginfo.ca.gov/pub/bill/sen/sb_1501-1550/sb_1548_bill_20040614_amended_asm.pdf

Message from ABC President John Connolly, to All Member Clubs

I am sure you are all aware by now that California Senate has passed SB-1548 and it is going to the Assembly this week. This bill would ban ear cropping and it is possible it might even prevent the showing of cropped dogs. Three important elements.

1. The anti cropping amendment was added at the last minute, most of the Senators did not even know it was in the bill.
2. Therefore there has been no debate on the issue.
3. There will be an economic impact upon California if this bill should become law.

It is quite apparent that this amendment was a midnight addition by Animal Rights people or their friends. It is very important that this bill be defeated now. The long range fall out from such a law would be like a creeping virus moving from state to state. This is what happened in Europe and has already banned cropping, docking and dew claw removal in many countries.

The American Boxer Club and the Doberman Pinscher Club of America have already put forward \$5000 each, the Giant Schnauzer Club of America has pledged \$1000 and Saucun Valley Boxer Club is sending \$200. These funds are going to pay a lobbyist firm to try and have this amendment removed before it becomes law. The fee for the lobbyist firm is \$25,000.

I am asking each Boxer Club to donate \$100 or more toward this effort, all Boxer Club donations should be sent to our Treasurer Sharon Steckler and will be held by the ABC until needed. I am hoping to raise enough funds from the 28 parent clubs that belong to the National Breed Clubs Alliance to cover this cost. Members are also urged to donate \$25 (one entry fee) to the cause.

Please notify me of donations and sent them to:

ABC Treasurer
Sharon Steckler
1822 Eldridge Road
Sugar Land, TX 77487

From the Lobbyists

Ladies and Gentlemen:

I just spoke with our chief lobbyist. We have had four members of the firm working the Capitol in Sacramento today. They spread the word that they are working for us, meaning not only the Doberman Pinscher Club of America, but also educating the lawmakers and executive branch officials that there are many other breeds who crop ears, dock tails or both who are unalterably opposed to the ear-crop provision of SB 1548.

Our lobbyists approached several important players in the executive branch who were unaware of the ear-crop provision in SB 1548, nor of some of the other parts of that bill that are extraneous to the reauthorization of the Veterinary Medical Board. They are now aware.

In fact, the California Veterinary Medical Association's Legislative Coordinator is telling members who contact her that "if the bill does not pass, the board (Veterinary Medical Board) would cease to exist." That statement is false. The Veterinary Medical Board is not scheduled to sunset until July 1, 2005.

The next meeting of the Assembly Appropriations Committee is scheduled for next Wednesday, June 30. I am pleased to announce to you that, thus far, SB 1548 is not scheduled to be heard on that date. If this holds, and it is not heard on June 30, then we will have bought some additional time until August to try and defeat this legislation.

Our lobbyists' efforts have already paid off in this regard, and I was told by Mr. Leacox to relate to all of you who have responded by calling and e-mailing California Assembly Appropriations Committee members that you have done an excellent job in doing so, and have assisted them in keeping SB 1548 off of the Appropriations Committee docket thus far.

Shortly, you will be provided some tasks that need to be accomplished if our success in keeping this off of next Wednesday's docket holds. In the meantime, we have not received expenditures from clubs to retain the lobbying law firm except for the deposit of \$5,000.00 Doberman Pinscher Club of America; although we do have pledges of \$5,000.00 from the American Boxer Club and \$1,000.00 from the Giant Schnauzer Club of America. To those great parent clubs, I thank you for your pledges. You have the wire information, and I look forward to hearing from you shortly that those pledged funds have been wired.

As for the other parent clubs of cropped and docked breeds, I would like all who receive this e-mail to contact anyone you know in those clubs (particularly their Boards of Directors) and request that immediate action be taken to vote on contributing funds to the retention of this lobbying firm.

Another day has passed. Let us not conduct business as usual. Let us move with all deliberate speed to fund the \$25,000.00 that is needed to keep our lobbyists working for all of us. Remember – they are working for all of our interests.

Cordially,

Jeffrey P. Helsdon
Corresponding Secretary
Doberman Pinscher Club of America

Legislators to Contact Regarding California Ear Crop Bill SB1548

Bill Author

Senator Liz Figueroa (916) 445-6671
Fax (916) 327-2433 E-mail: Senator.Figueroa@sen.ca.gov

Committee Council (working on amendments)

Bill Gage (916) 445-3435
E-mail: Bill.Gage@sen.ca.gov

Assembly Appropriations Committee

Chair: Judy Chu (916) 319-2049 (No E-Mail listed)
Website: <http://democrats.assembly.ca.gov/members/a49/>

Vice Chair: Sharon Runner (916) 319-2036
E-Mail: Assemblymember.Runner@assembly.ca.gov

Lynn Daucher (916) 319-2072
E-Mail: Assemblymember.Daucher@assembly.ca.gov

Ray Haynes (916) 319-2066
E-Mail: Assemblymember.haynes@assembly.ca.gov

Rick Keene (916) 319-2003
E-Mail: Assemblymember.keene@assembly.ca.gov

Patricia C. Bates (916) 319-2073 (no E-Mail listed)

Lou Correa (916) 319-2069
E-Mail: Assemblymember.correa@assembly.ca.gov

Jackie Goldberg (916) 319-2045
E-Mail: Assemblymember.Goldberg@assembly.ca.gov

Gloria Negrete McLeod (916) 319-2061
E-Mail: Assemblymember.McLeod@assembly.ca.gov

Fran Pavley (916) 319-2041
E-Mail: Assemblymember.Pavley@assembly.ca.gov

Mark Leno (916) 319-2013
E-Mail: Assemblymember.leno@assembly.ca.gov

Mark Ridley-Thomas (916) 319-2048
E-Mail: Assemblymember.ridley-thomas@assembly.ca.gov

Ronald S. Calderon (916) 319-2058
E-Mail: Assemblymember.ron.calderon@assembly.ca.gov

Patty Berg (916) 319-2001 (no E-Mail listed)

Patricia Wiggins (916) 319-2007
E-Mail: Patricia.Wiggins@asm.ca.gov

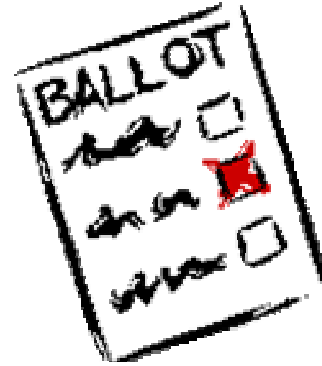
Herb J. Wesson (916) 319-2047
E-Mail: Assemblymember.Wesson@assembly.ca.gov

Jenny Oropeza (916) 319-2055
E-Mail: Assemblymember.Oropeza@assembly.ca.gov

Marco Antonio Firebaugh (916) 319-2050
E-Mail: Assemblymember.Firebaugh@assembly.ca.gov

Leland Yee (916) 319-2012
E-Mail: Assemblymember.yee@assembly.ca.gov

Joe Nation (916) 319-2006
E-Mail: Joe.Nation@asm.ca.gov



Watch Out Canada—You May Be Next

It seems things maybe heading in the same direction for Canada in the not so distant future.....

I finally got in touch with the Conservative party today and got this answer. They are going to be looking into legislation that will stop all cropping and docking in Canada. I have left a message for the Liberal party to see where they stand on animal rights and legislating private breeding, etc. of breeders and farm animals. My preferences is for one of them to tell me that they will not make cropping and docking illegal. I prefer my Briards cropped, thank you very much.

But with the EU stopping it in most countries I think we might be doomed and will have to continue to show natural eventually. It's amazing that someone calling himself 'conservative' could support something like this -- it is a hard core *radical* position.

Shirley Newby-Tate
Chaotic Reg'd/ Briards, Orangeville, Ontario, Canada

Now it's up to you, dog friends to the north. If you organize and fight these proposals from the beginning, you can win. You are 'doomed' only if you take the attitude that there's nothing you can do.

This should be an all-Canada-pet-folks fight, not just the ones who show cropped/docked breeds of dog. Why? Because the universal AR tactic in these fights is to pick the fringe groups first -- those whose practices are not standard and may even be disapproved of by some in the mainstream. And guess what -- once they get the fringes there'll be a *new* fringe and they'll go after that, 'one step at a time' until the whole thing is gone.

Pets are 'enslaved' you know. Of course since they can't live without humans they'll have to be killed or allowed to die out so they can be free of human domination. Won't that be dandy? Then onward to no meat, fur, feathers, animal-tested products of any kind (medicines...), no circuses or zoos. Our species can't survive without animals so we have to fight somewhere, sometime. Why not here? Why not now?

So get the hunters, the rescuers, the cat people, certainly the protective breeds, the breeds that don't whelp naturally, exotic pets, reptiles, rabbits, birds. Get everyone 'in pets' -- NOW -- and get ready to fight together, to keep the practices that are legal today, legal tomorrow. 'Animal rights' is a problem for *people*, not a Canadian or American problem.

Walt Hutchens
Timbreblue Whippets

How you can help (for more details, visit www.pet-law.com)

To prevent animal rights fanatics from taking away your right to own pets, you must become active in your own community and state.

If you think...

- someone else is taking care of it
- you just aren't the "political" type
- it won't happen in your town/county/state
- you don't know what to do, where to start, or even how to find out what's going on

THINK AGAIN!

You don't know what to do, where to start, or even how to find out what's going on?

That one's easy. Here's all the stuff you need to do. If you can't do it all, do what you can. Everything counts.

Find out what's going on where you live.

Write letters.

Make phone calls.

Inform other people.

Meet with government representatives.

Vote.

To find your government representatives (Michigan residents):

House: http://house.michigan.gov/find_a_rep.asp

Senate: <http://www.senate.michigan.gov/SenatorInfo/find-your-senator.htm>

Show Wins

Cameliard's Spirit of Wind—"Rachel"

Breeder: Virginia Johnson, Cameliard Boxers
Owners: Virginia Johnson & Mary Lou Bumpus
Handler: Genine DeMaso

By Can. Ch. Cameliard's Noble Knight x
 Am/Can. Ch. Cameliard's Color Me Gone

Winners Bitch (3 point major)

Michigan Boxer Club - 5/28/04
 Judge: Mrs. Dorothy Welsh

Winners Bitch (1 point)

Grand Traverse Kennel Club - 6/12/04
 Judge: Dr. Linda Fowler

Winners Bitch (1 point)

Grand Traverse Kennel Club - 6/13/04
 Judge: Mrs. Joan Johnson

Winners Bitch, Best of Winners (4-point major)

Lima Kennel Club - 6/28/04
 Judge: Mrs. Lorraine Boutwell

Debut's High Voltage—"Aries"

Breeders: Terry & Genine DeMaso, Debut Boxers
Owners: Michelle Binz & Terry DeMaso
Handler: Genine DeMaso

By Am/Can. Ch. Full Circle's Mighty Zeus x
 Ch. B D Star's Wildflower

Winners Dog (4-point major)

Lima Kennel Club—6/28/04
 Judge: Mrs. Lorraine Boutwell

Cameliard's Ace of Diamonds—"Jack"

Breeder/Owner: Liz Bistline
Handler: Genine DeMaso

By Am/Can Ch Full Circle's Mighty Zeus x
 Cameliard's Diamond Lil

Winners Dog, Best of Winners (1 point)

Grand Traverse Kennel Club - 6/12/04
 Judge: Dr. Linda Fowler

Newcastle's Global AbFab—"Patsy"

Breeder: Kti Jensen, Global Boxers
Owners: Jennifer & Jeremy Walker, Newcastle Boxers
Handler: Genine DeMaso

By Ch. Bix-L's Ricochet to Greyhawk x
 Riccibet Gone Global

Winners Bitch—2 points

McKinely Kennel Club - 6/5/04
 Judge: Mr. Jay Richardson

Winners Dog, Best of Winners - 1 point

Randolph Diamonds Are Forever - "Rita"

Breeder: Liz Bistline
Owners: Chris Randolph & Virginia Johnson
 Cameliard Boxers
Handler: Genine DeMaso

By Am/Can Ch. Full Circle's Mighty Zeus x
 Cameliard's Diamond Lil

Winners Bitch, Best of Winners - 2 points

Toledo Kennel Club - 5/30/04
 Judge: Mrs. Jean Fournier

Ch. Weston's Cry for Freedom - "Abe"

Owner: Chris Randolph & Lacey Aarsvold &
 Virginia Johnson, Cameliard Boxers
Breeder: Virginia Johnson
Handler: Genine DeMaso

By Ch. Cameliard's Shadow Walker x
 Cameliard's Satin N' Lace

Winners Dog - 2 points

****New Champion****

Agathon Kennel Club - 6/3/04
 Judge: Mr. Donald Booxbaum

Best of Breed

Grand Traverse Kennel Club - 6/12/04
 Handler: Clare Lodenstein
 Judge: Dr. Linda Fowler

Please Mail, Fax or E-Mail Show Wins and Litter Announcements to:

Jennifer Walker
 28423 Kendallwood Drive
 Farmington Hills, MI 48334
 Phone: 248-489-1963
 Fax: 248-489-1720
 secretary@michiganboxerclub.com

Dogs On the Air, In the News, and Online

SEARCH FOR THE FIRST DOG

Santal hound, Singing Dog, Dingo, Pariah...They are descended from wolves but their real origins are still a mystery...Search for the First Dog goes on a quest for these primitive breeds believed to be the living links to the world's first dogs. From the swamps of South Carolina to the cloud forests of New Guinea, leading experts on ancient canids guide us through emerging theories on dogs' prehistoric evolution and shed new light on how dog and man first interacted.

This show airs on the National Geographic Channel—check your local listings or visit www.nationalgeographic.com/channel/

ROSEVILLE COUNCIL OPTS NOT TO BAN SPECIFIC BREEDS OF DOGS

By Nate Trela, Detroit Free Press

(Last month I reported here on a proposed breed ban in the City of Roseville. I am pleased this month to include the following story.)

The Roseville City Council has decided not to pursue a vicious animal ordinance that would ban or restrict ownership of some dog breeds.

Instead, the council opted to tighten the city's existing vicious animal ordinance.

City attorney Timothy Tomlinson gave the council five options at a May 18 meeting. The council rejected: leaving the laws unchanged; completely banning certain breeds of dog; banning breeds but letting owners petition for exemptions for their dogs, and requiring owners of specific breeds to carry extra insurance.

Owners of pit bull breeds lobbied heavily in recent weeks against a breed-specific ban.

Tomlinson said he will present the council with a draft of a new ordinance in a few weeks. It will clarify what the city considers a vicious or dangerous animal and will spell out conditions under which such animals may be seized

AD COMPANIES BALK AT SIGN AGAINST LEATHER CAR INTERIORS

By Jocelyn Parker, Detroit Free Press

PETA, the animal rights group known for its outlandish ads and demonstrations, wants to display a billboard in Detroit targeting leather car interiors, but outdoor ad companies refuse to put it up.

It's all part of a campaign by the People for the Ethical Treatment of Animals that targets German carmaker Mercedes-Benz for its use of leather in its car interiors. The billboard features a blood-splattered tire tread next to a tagline that says: "4 cows killed for every Mercedes leather interior."Outdoor advertising companies are saying no to the billboard in metro Detroit - the target market for the campaign - because they say it's too explicit for a town where the auto industry is so prevalent. Advertising giants Viacom and Lamar have rejected the billboard in Detroit.

"If I consider it offensive, I'm not going to run it," said Richard Rickert, vice president and general manager of Lamar's Detroit office. Auto dealers and manufacturers are Lamar clients.

He added that he has never run any PETA ads in the Detroit market because of their nature.

PETA says it is singling out Mercedes because the group gets more complaints about its leather interiors than about any other car company. PETA also says the luxury carmaker makes it difficult for some customers to get cloth seats instead of leather ones.

DaimlerChrysler AG said Mercedes customers like leather seating. Though the company offers other options, there's strong demand for leather interiors, spokesman Han Tjan said.

"We are not in the business of selling things that nobody wants," he said.

DOGWISE—ALL THINGS DOG

This is by far my favorite dog book source. Though sometimes the price is a dollar or two higher than at Amazon, even with the Dog-Read discount on list discussion books, I try to support them and purchase my books there as often as I can. Not only is the shipping prompt and the customer service fantastic, but Dogwise has expanded in the past few years.

Along with offering dog "stuff," not just dog books, Dogwise has also ventured into publishing. It is because of Dogwise that we have easy (and less expensive!) access to classic works like Clarence Pfaffenberger's [New Knowledge of Dog Behavior](#) and McDowell Lyon's [The Dog in Action](#). Established authors, such as Cheryl Smith and Pat Miller, have also chosen Dogwise publishing for their new books.

Dogwise is a regular presence at the Detroit Kennel Club show—that's when I have my annual book-buying binge, and I get to avoid the shipping costs!

The website is, naturally, www.dogwise.com

Jennifer Walker, Secretary
Michigan Boxer Club
28423 Kendallwood Drive
Farmington Hills, MI 48334



Mail To:

MICHIGAN BOXER CLUB



Our next meeting is
Tuesday, July 6, 2004
Livonia Civic Center Library
Meeting Room C, 7:00 p.m.

The Library is located on Five Mile Road, 1/4 mile east of Farmington Road

www.michiganboxerclub.com