



# THE CHATTERBOXER

*Celebrating 60 years of commitment to the breed*

May 2005

Member, American Boxer Club

## In This Issue

Meeting Minutes .....	2
Contemplations .....	3
Treasurer's Report .....	4
Boxer Shorts .....	5
Our Relationships With Dogs.....	6-8
Why Not Take Candy From a Baby?	
Educational Program .....	9
Flower Essences for Animals	
The Next Generation .....	10-12
Contracts for the Sale of the Purebred Dog	
ABC News .....	13
President's Update	
ABC Top Twenty.....	14
Show Wins .....	15
Announcements .....	16

## May Events

Progressive Show .....	1
Mothers' Day .....	8
ABC National Specialty.....	9-13
Midland Shows .....	14-15
Genesee Valley Shows .....	21-22
Full Moon .....	23
Apple Blossom Cluster.....	27-30
Memorial Day .....	30

Our next meeting is  
Tuesday, May 3, 2005  
Livonia Civic Center Library  
7:00 p.m.

## NEWS YOU CAN USE

### CA Ear Crop Bill Stalls in Appropriations Committee

Having decided that passage of AB418 would have a significant financial impact on California's economy, the Assembly Appropriations Committee placed the bill on the Suspense File at this morning's hearing. This is good news for fanciers who now have additional time to organize opposition efforts.

### What Happens Now:

Shortly before May 27th (California's fiscal deadline), the Assembly Appropriations Committee will hold a hearing to announce which bills will be released from the Suspense file to the Assembly floor. (Only released bills can proceed on their journey to become law.) Which bills are released will be determined in large part by Committee staff recommendations but also by the bill sponsor's requests and political climate. No testimony is permitted at this hearing.

### What You Can Do:

- Fanciers should continue to contact their own Assembly member and ask him or her to oppose AB418. We must keep the pressure on in order to increase the chance that the bill remain on the Suspense File. To find out who represents you in the California legislature, click here: [www.leginfo.ca.gov/yourleg.html](http://www.leginfo.ca.gov/yourleg.html). It is critical that legislators hear from their own constituents!
- Purebred dog owners should also contact their veterinarians and urge them not to support AB418. Point out that veterinarians should be concerned about allowing the government and public opinion too much control over their practices.
- Share this information with other fanciers and dog clubs. We need everyone's help!

### Why Passage of AB418 Will Negatively Impact California's Economy:

- Purebred dog fanciers' participation in dog shows bring enormous economic benefits to a community. For example, a two-day dog show with 2,000 participants contributes approximately \$345,000 to the local economy.
- AKC sanctioned nearly 1400 events in California last year which drew hundreds of thousands of people from both within and outside of the state. Approximately 185,000 dogs were entered in those competitions, and over 23,000 of those were of breeds who customarily crop ears--just over 12 percent.
- Due to fear of harassment or protest over the law, passage of AB418 could result in a substantial decrease in dog show attendance--potentially as much as 12 percent--and possibly the number of events held in the state. Fewer dogs (who travel with owners, handlers, vendors and families) and fewer shows will result in a huge loss of revenue for retailers, as well as a loss of tax revenue for the government on all services including hotels, restaurants, and gas stations. Sales of products related to dogs will also decrease substantially.

### Other Points to Consider:

- When appropriate veterinary care is provided, ear cropping is a safe, acceptable practice.
- Owners, in close consultation with their veterinarians, should make informed decisions about their pets' health care—not the government.
- Once legislators determine they can ban certain elective procedures, they may be just a short step away from removing veterinarians' and owners' rights to make informed decisions about animal care and treatment.

May 2005

## CONTEMPLATIONS

*Every relationship that does not raise us up pulls us down.*

~Friedrich Nietzsche



Last month's guest speaker, Erin Kelly, addressed quite a few topics in her hour and a half, but the underlying theme, I feel, was the relationship between human and dog. She talked about two distinctly different approaches to this relationship: one of power and dominance, which will earn you the dog's obedience but not his respect; and one of cooperation and guidance, which will earn obedience and respect, as well as devotion. One statement of Erin's that really stuck with me was that only weak or insecure dogs use force to gain control—"true alphas lead by charisma".

The demonstrations with the dogs provided a more clear picture of how the relationship between human and dog can affect behavior. Hugo and I were one of the demonstration pairs, and it was interesting, now that I can look back on it clearly, to see that as I got more confused and flustered, and thus was less 'connected' to Hugo, his behavior deteriorated. (For those who were at the meeting, I finally did figure out where I'd gone wrong—her instructions to "Turn" when Hugo jumped on another person were not directed at me, but at the person; I should have circled with Hugo after the person had turned their back and he hit the ground with all four feet. This would allow me to circle him without pulling or physically forcing him.) It was also fairly obvious that Hugo knows darn well who his Grandma is, and that she'll let him get away with murder! <g>

Another relationship Erin touched on was that between dog and dog. Her theory is that a dog's status—alpha, beta, omega—is determined at birth, and that you can train attitude, but you cannot train status. I've recently switched around some dogs in the groups we run together here, and it has been quite interesting to see how differently a couple of the dog act now that they're in different company. The one who was quiet and spent most of his time sleeping in another room is now often the center of attention, wagging and playing, and the one who frequently found herself involved in scuffles because of her over-the-top energy is now with a dog who largely ignores her antics. (I really wish now that I had made the switch years ago!) While I don't expect to ever be able to run all of these particular dogs together, I have a much better idea now about which types of personalities will fit well into the existing structure—and which will not.

Erin also spoke a little about energetics, which can be defined as the relationship of energy between a being and the world around them. This philosophy encompasses such modalities as Reiki, EFT (Emotional Freedom Techniques), vibrational healing, homeopathy, and flower essences, which were demonstrated at the meeting. Many dog people are familiar with flower essences, in the form of the combination Rescue Remedy, and even some very conventional people consider RR a must-have for the first aid kit. I wouldn't be without RR, personally, and have used it both for my dogs and for myself.

Most of you know I'm a bit of a hippie-flower-child-type when it comes to my dogs: raw diet, holistic medicine, minimal vaccina-

tions and poisons and toxins, positive-only training, etc. So the theory behind energetics is not very 'out there' to me. Still, I realize that most people do not share my philosophies, so I was very interested to read that energetics are based on the same theories as the widely accepted dark matter science and quantum physics.

Reiki, Therapeutic Touch (called TTouch for animals), and "the healing touch" have been shown, in case-controlled and double-blind studies, to have significant effects on human patients with a wide variety of conditions. There have been similar results in studies done on intercessory prayer—which is, after all, at its root a way of directing positive energy to another person. It is quite a fascinating field, and I was surprised to find as many studies as I did, and to see as many consistent conclusions as to the benefit of some types of energy healing.

Along with human-dog relationships and dog-dog relationships, human-human relationships have been in my thoughts lately. Of course, it was a full moon this past Sunday, so a few of the online communities I frequent had a bout of strained and sometimes downright hostile human-human relating. (Scientists can say what they will—I've been observing online communities for several years now and a large proportion of the major upheavals happen during a full or new moon!). This month was not as bad as some have been, though that might be because I stayed out of the fray this time around.

I'm also planning my annual pilgrimage to the ABC National Specialty, where I'll be able to catch up on my 'real life' human-human relationships. It's always nice to have 'face time' with friends that I generally only communicate with via e-mail the rest of the year, and there are several faces to put to names as friends I've never met in person will be in Kentucky in a couple of weeks. I'll be going dog-less this year, a first for me at the National, so will have even more time to work on human-human relationships (though I imagine by the end of the week I'll be sorely longing for some dog-human time!)

I've included in this issue a couple of articles related to last month's program. One is from Suzanne Clothier, regarding a dog's need for clear boundaries and leadership, and the other is from Dr. Jean Hofve, explaining flower essences and how they work. Also in this issue is the final installment of the series on puppy sales contracts and a couple of updates on the latest California ear crop bill.

Best ~

*Jen*

May 2005

## BOXER SHORTS

### HOW TO BECOME A BAD LOSER—STEP BY STEP

by Astrid Giercksy

(as published in "The Scandinavian Poodle Magazine - 1994, '95, '96)

If your dogs do not win as much as you think they should - you have two choices:

- a. You can concentrate on improving your dogs, or - if you find this too hard, you can
- b. Look for excuses why they don't win enough - which is by far the easy way out.

If you choose the latter option, you will also learn how to become a bad loser, step by step:

1. The most important rule to remember is never to congratulate the winner of the class. If you ever feel that you have to, do not try to produce a smile. Unless you have practiced at home, it's not going to look real. The best thing to do is just to walk out of the ring, with an "Oh my God" expression on your face, before anyone - including the ring steward - gets a chance to see your placement.
2. As there is only one winner, and many losers, you will find yourself in good company as soon as you get out of the ring. These will make wonderful listeners, so take this opportunity to convince them, and yourself, that the judge was probably a friend of the winner's. In other words, the decision was corrupt. The word corrupt is willingly adopted by people who are looking for excuses.
3. If the dogs of the same people beat your dogs again and again, it's time to slightly change the excuses. Now, tell yourself and the other losers that they win only because they are famous. Ignore the fact that they may have become famous for a reason, for instance for having the best dogs.
4. Another good excuse for constantly losing, is to let people know that you find health and temperament more important than exterior, when breeding. In other words, you are a more serious breeder than the winner. Serious is another good word. It creates a lot of credibility.
5. The more the dogs of your competitors win - the better reason you have to be suspicious. Tell people that the top winner has most probably been dyed, is wearing switches, is drugged or has had several tooth and testicle implants. Choose one, not all.
6. If you feel that the above arguments are fading, you can always move on to the more hidden faults. If you think carefully, surely you will have heard rumors that the top-winner has left a problem in at least one of his offspring. You have a wide range to choose from: try PRA, HD, patella, epilepsy or leg-perches disease. Once the rumor is out and about, the damage is done.
7. To change the subject slightly, you can excuse your loss by blaming the owner of the winner for walking his dog too close to yours and thereby disturbing it. This will win you a great deal of sympathy.
8. Another good excuse is that the winning dog is "made-up" by the groomer and the handler. Whether or not you have touched the dog, just tell people that underneath that fantastic coat and behind that flashy picture seen in the ring - hides a total wreck.
9. If everything should fail, you have a final devastating card on your hands: the private lives of those who win. If you try hard enough you can probably dig up something which makes a story. Look for a divorce, and affair - hopefully including a person within the breed, or some financial problem. If you really can't find anything, start to watch their eating and drinking habits. Then when you add some of your own spice to the story, you will find that most people will eat the dish with great appetite.
10. When and if you do win a class, make sure you win in the style you lose. Tell everybody that finally there was an honest judge, who looked at the dog - not the handler.




---

### CAN COLD WATER CLEAN DISHES ?

A man went to visit his 90 year old grandfather in a very secluded, rural area of Georgia. After spending the night, his grandfather prepared breakfast for him consisting of eggs and bacon he noticed a film -- like substance on his plate and he questioned his grandfather. "are these plates clean?"

His grandfather replied, "Those plates are as clean as cold water can get them, so go on and finish your meal."

That afternoon, while eating the hamburgers his grandfather made for lunch, he noticed tiny specks around the edge of his plate, and a substance that looked like dried egg yokes..... so he ask again, "Are you sure these plates are clean?"

Without looking up from his hamburger, the grandfather says, "I told you before; those dishes are as clean as cold water can get them. Now don't ask me about it anymore!"

Later that afternoon, he was on his way out to get dinner in a nearby town. As he was leaving, his grandfather's dog started to growl and wouldn't let him pass so he said, "Grampa, your dog won't let me out."

Without diverting his attention from the football game he was watching on TV his grandfather shouted,

"COLDWATER, Go lay down!"

### Why Not Take Candy From a Baby (If He Lets You)?

By Suzanne Clothier

Included in the May print issue of the ChatterBoxer was Suzanne Clothier's article, "Why Not Take Candy From a Baby (If He Lets You)?" Suzanne's copyright does not allow electronic reproduction of her articles—which includes a .pdf file—so I have removed it from the online version. The article can be found on Suzanne's website, at [www.flyingdogpress.com/candy.html](http://www.flyingdogpress.com/candy.html).

### MICHIGAN BOXER RESCUE

On March 12, 2005, we had a raffle at the Arbor Roads Kennel Facility and earned \$90 on our raffle and 50/50 tickets. Thanks to Marylou Bumpus and Sue Schultz for all of your help. Also, Alan Dorfman was the Judge at the match and donated the \$20 that he received for judging. Thank you Alan (even if you didn't pick my bitch). The winner was a puppy of Janet Smith's.

Also, a client of Janet's donated a small wire crate for our fall raffle. I invited Austin Ritter to our meeting. Thanks also to Austin.

Matt Mitchell and Steve Webb sent me a check for Rescue for \$100. Thank you Matt and Steve—the following is what I purchased:

(2) Bags of Dog Food	\$ 37.00
(5) Blankets	\$ 15.00
(1) Box of Heartworm Pills	\$ 25.00
(1) Strongid Wormer	\$ 20.00
(1) Bag of Pig Ears Treats	<u>\$ 13.00</u>
	\$111.00

Thanks to all of you for your help and donations.

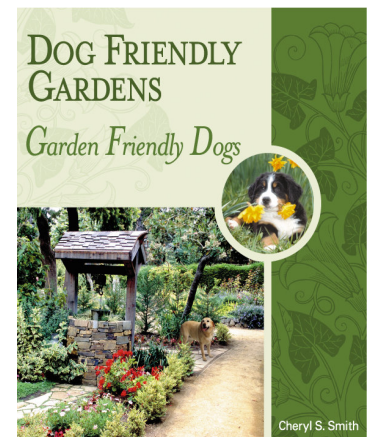
*Ginger*

### Book Nook

### Dog Friendly Gardens, Garden Friendly Dogs

By Cheryl Smith

"People love their dogs. They also love their gardens. But sometimes these two passions seem to be in conflict. This new book will show you how to design your garden with your dog in mind and be your guide to dog-friendly landscaping and training efforts. Every part of this book shows you how garden design and traditional gardening tasks can blend harmoniously with dog ownership. Just like a dog can be trained to respect your indoor living space, she can also be trained to respect the garden and its many features. In this easy to follow, full-color book the author details how to design the garden with the dog in mind by observing dog behavior. She describes materials that work well with dogs as well as plant selection that can withstand even the most energetic canine. She also explains how to have a lush green lawn without harmful chemicals and offers tips for growing fruit and veggies for the entire family—including the dog! You will learn how the breed of dog (or mix of breeds) can affect garden behavior and how to avoid dog-garden conflict by good garden design and positive dog training. Boundary training, outdoor equipment, and directing digging and elimination to the right places are other features that are explained in detail."



### MEMBER BIRTHDAYS

The Michigan Boxer Club would like to send good wishes to the following Club members who are celebrating a birthday this month:

<u>Member Name</u>	<u>Whelped On</u>
Mary Lou Bumpus	May 9
Dick Johnson	May 12
Rick Walunas	May 22
Jennifer Walker	May 26
Terry DeMaso	May 30



May 2005

## EDUCATIONAL PROGRAMS

### Flower Essences for Animals

Jean Hofve, DVM

Flower essences (remedies) are specially prepared extracts of the flowering parts of certain plants. They work through energy fields to heal stress and disease from the inside. Flower essences were first developed by Dr. Edward Bach, an English physician who gave up his busy practice to study and prepare the 38 flower essences which now bear his name. We frequently use essences to help with emotional, physical, and behavioral problems in animals.

Since Dr. Bach's time, many other essences have been created around the world, not only from flowers, but also from gems, minerals, animals, butterflies, lakes, sacred earth sites, stars, celestial phenomena, and Ascended Masters. Many of them are very useful in helping our animals recover from trauma, injury, and stress. These non-flower essences are often referred to as "energy" or "vibrational" essences.

Dr. Bach believed each of us has a divine mission on earth, which we can discern through listening to our own instincts, wishes, thoughts, and desires. He also believed all disease is the result of disharmony between the soul and the mind. This occurs through allowing other people to interfere with the true course of our lives. Such interferences are not in themselves evil or malicious; they may be well-meaning, such as a friend who expresses concern about an action we plan to take. It is our response to them -- the "permission" we give them to disturb us -- which causes the inner disharmony. True causes of disease include fear, doubt, indecision, indifference, impatience, and grief.

In terms of Dr. Bach's philosophy, it is easy to see how animals are similarly diverted from their "true course." We forcibly wean them, take them from their families, and train them to exist with their human companions by altering or suppressing natural behaviors -- even to the extent of surgery, such as spaying and neutering (or in extreme cases, mutilation such as de-clawing or de-barking). We are not being unkind or arbitrary when we require our animal companions to use the litter box instead of the carpet, or refrain from biting, scratching, bucking, or flying out the window. Our animal companions must make these necessary accommodations in order to share our lives. It is, however, not entirely natural, and can cause stress.

In humans, mental and emotional upset can have lasting physical effects. The cause, however, is internal, and we must heal from the inside. Animals too, have an active mental and emotional life. Therefore, they can similarly manifest not only behavioral but also physical problems, which have their roots in emotional stress. Stress-related conditions in animals include asthma, urinary tract problems, conjunctivitis, and gastrointestinal upset (vomiting and/or diarrhea). Of course, there may be underlying physical causes for these diseases, but acute flare-ups are very often due to emotional stress. And essences can help the animal heal the physical problems as well.

Essences heal underlying negative emotional states by "flooding" the patient with the opposite, positive quality. For example, the essence of Holly is love. Use Holly in any situation where there is a lack of love, such as anger, jealousy or rage. Similarly, the essence of Rock Rose is courage: it is helpful in cases of deep fears, panic, and terror.

Behavior problems such as chronic barking, litter box avoidance, obsessive-compulsive behaviors, separation anxiety, and inter-animal conflicts usually have an emotional component and are treatable with energy essences.

Many behavioral issues are very easily treated with essences. Fear is very responsive to essence therapy. For example, Mandy was a little grey cat adopted from a shelter. She spent the first two weeks in her new home under the dresser, coming out only in the middle of the night to eat and use the litterbox. After just one dose of an essence combination, Mandy's guardian reported that within two hours the cat was out exploring the house.

In another case, JoJo was grieving the loss of his canine companion, who had died. He would sit mournfully at the top of the stairs waiting for the dog to come bounding up as she always had. Essences helped JoJo get over his sorrow and interact with the family again.

Sissy had licked her tummy bare as a stress response to her guardian working extra-long hours. She was given essences for several weeks, and soon the hair grew back normally.

Even single essences or very simple formulas can have a profound impact. Ginger, a chestnut filly, was being treated for an eye infection. She had a drain sutured across her eye that had to be flushed twice a day. Not surprisingly, Ginger came to dread these treatments and began acting up. A few drops of Rescue Remedy on a horse cookie kept her calm and allowed treatment to proceed without further objection.

When choosing essences, remember our pets often mirror us, and essences appropriate for our animal companions are often the ones we need, too.

Since all physical disease also has a deep energetic component, energy essences can be used to help resolve these imbalances and aid the animal's recovery.

Essences are very easy to give! They can be administered by mouth, or in food or water. Just a few drops (3-5) at a time are sufficient. To increase the effect, give more often rather than more volume. Add a dropper-full to a spray bottle filled with spring water, and use it to spray a room, carrier, car, or around litter boxes. Or put a few drops in your hand and massage around the head and ears.

Since the essences act energetically, not physically, they are completely safe and non-toxic. They cannot be overused or misused, and are compatible with all other treatments. Even if you give the wrong remedy, it will not have any negative effects, but simply no effect. This allows us to use essences in food and water bowls, even when several animals share them.

*Dr. Hofve is a licensed veterinarian, formerly in private practice in Denver, Colorado, now in her fourth term as president of the Rocky Mountain Holistic Veterinary Medical Association. She has many years of clinical experience treating physical as well as behavioral issues. She has worked with flower and other essences in many situations and many species for more than 10 years.*

## Contracts for the Sale of the Purebred Dog

by Brian T. Hodges, Esq.

*This article is being reprinted with the permission of the author. This is the final installment.*

### SECTION III

#### SELLER'S OBLIGATIONS

##### SELLER'S WARRANTIES AND GUARANTEES

This section outlines the seller's promises and responsibilities. It is important to note that many canine contracts unduly favor the seller. This is probably the surest way to have a court refuse to enforce the contract. Seller's often have a legitimate reason to want to reserve certain rights in the dog, especially one of particularly fine breeding or quality. However, care should be taken to ensure that the buyer's respective benefits are reflected, and that the contract is as balanced as possible. If necessary, you may even want to go so far as to include a clause whereby the Buyer explicitly recognizes that "in exchange" for accepting the dog with the multiple restrictions and limitations and reserved rights, they are being given the chance to purchase/adopt a dog of higher quality than they would otherwise. However, you should always carefully evaluate conditions that are heavily in the seller's favor, and be aware of the law's preference for an unrestricted transfer of property. Any restrictions or reserved rights stand a much better chance of being upheld later if the contract is "balanced" – i.e., the buyer also receives substantial benefit through the contract, and the seller's rights are not overly oppressive.

##### Seller's Warranties

Warranties are assurances by the seller to the buyer of the existence of a fact upon which the buyer may rely. In this context, a warranty is a promise about the dog, i.e. "this is a show quality dog". Warranties may be made overtly by express clauses in the contract,

*EXAMPLE: Breeder guarantees the described Newfoundland is a purebred dog, registered with the American Kennel Club and will furnish a true and correct copy of the pedigree and AKC registration certificate to the owner upon final payment or upon receipt from AKC.*

or by implication as implied warranties incorporated by law. It is important when warranting pet quality to explain what the term means.

*EXAMPLE: The seller will use their best judgment and the advice of other fanciers in evaluating the puppies as to show or pet quality. There is no guarantee that a puppy evaluated as "Show Quality" will be successful in the show ring as an adult and no warranties are made to that effect.*

In the past, the sale of animals was covered entirely by the doctrine of caveat emptor (or "buyer beware"). The sales did not contain any implied warranties. But in modern law, a few implied warranties attach to the sale of animals. These change from state to state. But generally, there are two warranties implied by law in the sale of purebred animals: title and merchantability.

The warranty of title is simply a promise that the seller owns the dog that they are selling.

The warranty of merchantability means that the dog is what it is purported to be: a companion animal is warranted to be fit for the general purpose of a companion. Disqualifying marks, a bad gait, or a bad bite would not fall under this warranty.

The warranty of fitness for a particular purpose is trickier. Some states incorporate it by law, others require that the seller make some express statement about the dog before they will incorporate this warranty. Like its description states, this warranty promises that the dog is fit for some special purpose, such as a drafting dog. If during the purchase, buyer discusses wanting a dog to do drafting competitions, and the seller responds that the puppy should be able to do that, comes from a line of fine drafting dogs, etc., it could be construed that the seller has promised (warranted) that the puppy will be a drafting dog.

Because a lot is said between the potential buyer and seller while discussing the puppies, and the breeder's line in general, it is best for the seller to protect themselves by including a general disclaimer to any "inadvertent" warranties that may have been given.

*EXAMPLE: This dog is warranted only for the purpose of being a companion animal. While it may be capable of performing other functions, no warranty is given as to its fitness for any special purpose.*

Typically, sellers include the following express warranties:

- The seller is the lawful owner of the dog, the dog is free of all encumbrances, and that the seller has the right to sell the dog;
- That the dog is in good health and sound body;
- That – to the best of seller's knowledge – the dog is of stable temperament and sound disposition at the time that the dog is transferred to buyer;

(Many breeders shy away from guaranteeing a dog's temperament – and for good reason. There are many factors that go into the ultimate behavior and temperament of a dog, and both "nature" and "nurture" have their influence. However, some language such as that suggested above, helps provide evidence that the seller did not knowingly adopt out a problematic dog, but be careful about overbroad promises.)

- If the dog is a show or working prospect, the seller may wish to warrant that the dog does not have any major conformational or structural fault that will inhibit the dog from performing that objecting.
- That the dog has received all vaccinations or other treatment as appropriate to the age of the dog at the transfer of ownership, and that veterinary records will be provided upon request at time of transfer;
- That to the best of Seller's knowledge, the dog is free from any contagious or harmful diseases:

May 2005

(Here is where you want to insert a basic health guarantee, which generally begins by provided that the buyer must bring the dog to a veterinarian within a certain number of days (as also referred to in the Buyer's guarantees));

In addition, under the seller's obligations section, you should describe the buyer's remedies if the seller breaches these promises (while it may be difficult to discuss buyer remedies, this will help to balance the contract and make it more enforceable):

- Stipulate to the buyer's remedy (usually, full reimbursement of purchase price);
- The buyer must request remedy in writing, and provide written documentation of veterinarians findings;
- Some breeders require that the buyer also return the dog, unless otherwise agreed upon in writing.

In writing the seller's guaranties, be careful not to over-promise anything. For example, some dogs never achieve their Championship because of the owner's lack of diligence in pursuing the title, and not through any fault or flaw on the dog's (and thus the seller's) part. Therefore, crafting of this language should be done with care.

#### HEALTH GUARANTEES

This is, again, a critical component of the contract, and should generally correlate to the buyer's responsibility to test for the dog's health. Particular care should be taken regarding the available remedies. The following is but one example for handling these issues.

It does not need to be said, but a health "guarantee" is a misnomer. No breeder or seller can promise that a dog is genetically free of any problem. What the breeder can promise is that they've made every effort to minimize the risk of any such problem, and that if the problem does occur to the dog in question, that the buyer has certain remedies (which should be set out as explicitly as possible).

These conditions should be addressed specifically and expressly.

*EXAMPLE: The seller guarantees that the dog is the offspring of breeding stock that are free of hip-dysplasia of a genetic origin as determined by the Orthopedic Foundation for Animals (OFA).*

Should the seller want to limit any general guarantee of health, they may limit the warranty.

*EXAMPLE: Should the dog develop clinical signs of hip-dysplasia prior to his second birthday, the Seller agrees to replace said dog with another of equal value subject to the following conditions:*

- *That said dog has not been used for breeding, either intentionally or unintentionally;*
- *Provided said dog has received proper exercise and diet, and has been properly maintained for his size and weight;*
- *That Seller has the right to a second veterinarian of his choice evaluate the dog's condition before the guarantee will be honored.*

The seller may also want to include any of the following in their guarantee:

- If the dog is believed to be affected by a health condition, the seller has the right to request a second veterinary opinion before the seller's remedies are triggered;
- Specify (again) the exact remedies available if the dog is in fact affected: usually, either a puppy of comparable quality, or refund of purchase price, the choice of which remedy is at seller's discretion;
- Provisions on what happens if the buyer chooses to relinquish dog (namely, a damage limiting provision, noting that the remedies provided above are the sole remedies, and that any prior expenses, including medical expenses (except perhaps the cost of the original veterinarian visit and tests that diagnosed the condition) remain the sole responsibility of the buyer;
- Provisions on what happens if the buyer chooses to keep affected dog (whichever remedy is utilized):
- The buyer accepts all future medical and other expenses that may flow out of the condition;
- The buyer acknowledges that any payment made by seller towards the dog's medical care or expenses are voluntary, and do not impliedly or explicitly promise any future contributions or payments.

Another element of the health guarantee section covers any action on the buyer's part that would negate the health guarantees (e.g. compliance with the testing and certification requirements, or an agreement not to allow the dog to jump from any height before its growth plates set). Such exceptions should be explicitly described.

#### SECTION IV

##### TRANSFER AT DEATH

It is recommended to insert a general provision that provides for the title and ownership rights to the dog if either the seller or buyer pass away or become otherwise incompetent or incapacitated. Different registries such as the AKC have specific requirements for the transfer of ownership after an owner has passed away, and the parties should make the necessary preparations so that the dog may revert to one of the other parties in accordance with those requirements.

#### SECTION V

##### VENUE, ATTORNEY'S FEES, CONTRACT LENGTH, ETC.

The final section should include a venue provision, indicate the total length of the contract, and state that the contract stands alone and that there are no other existing agreements that affect the contract, absent another agreement signed by all parties. It is also wise to indicate that the contract is binding upon all heirs, successors and assignees. Of course, a date and signatures are the final critical steps.

## Contracts for the Sale of the Purebred Dog, Continued

Many people drafting their own agreements fail to include the following "miscellaneous" clauses. But they should be included in every contract.

### CHANGE OF ADDRESS

The buyer agrees to notify the seller of any changes of address during the dog's lifetime.  
Amendment

Any changes or additional terms to this Agreement must be in the form of an Addendum and signed by all parties.

### SEVERABILITY

If any provision of the Agreement is or becomes void or unenforceable by force or operation of law, the other provisions shall remain valid and enforceable.

### INTEGRATION

The entire Agreement between the parties is contained herein.

### APPLICABLE LAW

This Agreement shall be governed by the substantive laws of the State of Michigan, without regard to conflicts of law provisions.  
Jurisdiction and Venue

The parties agree to submit to the personal jurisdiction of the Courts of the State of Michigan.

-FIN-

### About the Author

Brian T. Hodges is a graduate of the University of Washington (B.A., M.A.) and Seattle University School of Law (JD). He is a judicial clerk at Division one of the Washington State Court of Appeals, and has written extensively on environmental and natural resources law.

Brian is one of the early members of the Washington State Bar's Animal Law Section, where he focuses on contract and zoning issues affecting ownership and use of companion dogs. He also specializes in service dog law. Brian is a Newfoundland dog fancier, and shares his life (and sofa) with his two Newfies, Winnie (Winnifred McCracken Droolittle) and Maggie (Highlandlass DeSneeuwwachter). His e-mail address is [bthodges@earthlink.net](mailto:bthodges@earthlink.net)

Sample contracts based on this article can be found at the Newfoundland Club of Seattle website, [www.newfclubseattle.org](http://www.newfclubseattle.org)



**DOGREAD**

I've raved about DogRead before, and I'll probably do it many times again, because I think it is such a wonderful concept. Following is the updated schedule for 2005—there are quite a few new books, as well as some old stand-bys. Most if not all of the books are available at [www.dogwise.com](http://www.dogwise.com) or [www.sitstay.com](http://www.sitstay.com). It should be an educational year!

May 2005, Robert Cole, "*An Eye for a Dog--Illustrated Guide to Judging Purebred Dogs*"  
(Author's place will be taken by a panel of conformation show judges)

June 2005, Denise Como, "*Sighthounds Afield*"  
[www.authorhouse.com](http://www.authorhouse.com)

July 2005, Robert E. Armstrong, "*Canis*"  
<http://home.houston.rr.com/rarmstrong9/>

August 1-15th, 2005, Emma Parsons, "*Click to Calm*"  
[www.clickertraining.com](http://www.clickertraining.com)

August 16-31st, 2005, Trish King, "*Parenting Your Dog*"  
[www.marinhumanesociety.org](http://www.marinhumanesociety.org)

September 2005, Patricia Craige Trotter, "*Born to Win: Breed to Succeed*"  
(Order book under author name Patricia Craige)  
Note: special format for questions to the author.

For more information about DogRead, or to subscribe, visit their website at [www.dogread.com](http://www.dogread.com)

May 2005

ABC NEWS

**President's Update—April 2005**

John Connolly

**Pets and Pet Ownership**

"In a perfect world, animals would be free to live their lives to the fullest: raising their young, enjoying their native environments, and following their natural instincts. However, domesticated dogs and cats cannot survive "free" in our concrete jungles, so we must take as good care of them as possible. People with the time, money, love, and patience to make a lifetime commitment to an animal can make an enormous difference by adopting from shelters or rescuing animals from a perilous life on the street. But it is also important to stop manufacturing "pets," thereby perpetuating a class of animals forced to rely on humans to survive."

-PETA pamphlet, *Companion Animals: Pets or Prisoners?*

"I don't use the word 'pet.' I think it's speciesist language. I prefer 'companion animal.' For one thing, we would no longer allow breeding. People could not create different breeds. There would be no pet shops. If people had companion animals in their homes, those animals would have to be refugees from the animal shelters and the streets. You would have a protective relationship with them just as you would with an orphaned child. But as the surplus of cats and dogs (artificially engineered by centuries of forced breeding) declined, eventually companion animals would be phased out, and we would return to a more symbiotic relationship—enjoyment at a distance."

-Ingrid Newkirk, PETA vice-president, quoted in *The Harper's Forum Book*, Jack Hitt, ed., 1989, p.223.

"It is time we demand an end to the misguided and abusive concept of animal ownership. The first step on this long, but just, road would be ending the concept of pet ownership."

-Elliot Katz, President, *In Defense of Animals*, "In Defense of Animals," Spring 1997

These are just some of the ideas coming from the Animal Rights people.

They are out to do away with all of your pets, not just to stop cropping.

Some of our members still see fit to argue about our efforts to defeat the cropping bill AB418 in California. Look at what they are planning for your children and grandchildren. We delayed this effort five years ago, and we must delay it again. Some ABC members cannot even agree that we must do everything possible to stop this effort now—shame on them. WAKE UP. Germany though it could not happen to them. Europe for the most part has gone down the drain. We are headed in the same direction.

However, this is the United States. We can stop these people. We **must** stop these people. Their goal is to eliminate our ownership of animals. You California people must show up en masse at the next hearing on AB418—stop this bill NOW. Those in other states should continue to write, call, fax, and e-mail the California Assemblymembers. Do *everything possible* to stop this effort. Every little victory they get allows them to move on to the next step—docking.

Leave your children the opportunity to own a breed of their choice. Speak out in opposition of AB418.

---

**SEVEN THINGS YOU DIDN'T KNOW ABOUT PETA**

PETA's vulgar attempts to get attention are tame compared to those of animal extremists who are torching medical research labs.

1. PETA's leaders have stated repeatedly that their goal is "total animal liberation." This means no meat, no milk, no pets, no zoos, no circuses, no fishing, no leather, no wool, no hunting, no fishing, and no animal-based research for lifesaving medicines.
2. PETA has given tens of thousands of dollars to convicted arsonists and other violent criminals.
3. PETA funds the misnamed Physicians Committee for Responsible Medicine 3, an animal rights organization that presents itself as an unbiased source for nutritional information and has links to animal-rights violence.
4. PETA has used their contributors' tax-exempt donations to fund the North American Earth Liberation front, an FBI-certified "domestic terrorist" group responsible for firebombs and death threats.
5. PETA regularly targets kids as early as 6 years old with anti-meat and anti-milk propaganda.
6. PETA spends less than one percent of its \$21 million budget actually caring for animals.
7. PETA has repeatedly attacked groups like the March of Dimes, the Pediatric AIDS Foundation, and the American Cancer Society, for conducting animal testing to find cures for birth defects and life-threatening diseases.

References for these statements can be found at:

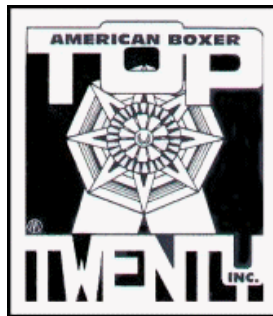
[www.consumerfreedom.com/article\\_detail.cfm?article=134](http://www.consumerfreedom.com/article_detail.cfm?article=134)

For more information on the truth about PETA, visit

[www.activistcash.com/organization\\_overview.cfm/oid/21](http://www.activistcash.com/organization_overview.cfm/oid/21)

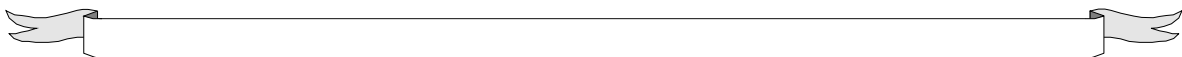
Once again, and the Michigan Boxer Club is pleased to announce that we will have a presence in the American Boxer Club Top Twenty Competition for the **fifth** year in a row! This year two Boxers will represent our Club on behalf of their breeder and/or owner.

The full list of Top Twenty Contenders for 2004 appears below. Congratulations to all these fine dogs, their owners and breeders.



- CH. Brookwood's Mystic Warrior\*\*\*
- CH. Hi-Tech's Basic Edition
- CH. Capri's Woods End Spellcaster
- CH. Kaja's Little Rascal**
- CH. Bayview Some Like It Hot
- CH. Skidoo's Charlie's Angel
- CH. Mannix's Exemplar
- CH. Evergreen's The Beat Goes On
- CH. Brookwood's Full Moon
- CH. Aracrest Arden
- CH. Standing O Image X Luckyjades
- CH. Rosend's Time After Time
- CH. Raja's Ripped-To The Max
- CH. Hi-Stand's How Do Ya Like "Me" Now
- CH. Masues Out Of Luck
- CH. Springbrook's Pursue Me Not**
- CH. Denbar's Dolce Vita
- CH. Gaiga's Kennel Futurian Lady Di
- CH. Korvette's Sixty Six Sting Ray
- CH. Burlwood's Matinee' Idol Of Maxl

\*\*\* Previous Winner, not eligible to compete—Exhibition Only.



May 2005

## DOGS ON THE AIR

### Showdog Moms & Dads

Wednesdays, 10:00 p.m. on Bravo



I've promoted this show in past issues, before it first aired. Unfortunately, Bravo took what could have been an excellent PR campaign for the purebred dog fancy and transformed it into an absurd, over-the-top parody of the dog show community. Fans of reality shows may appreciate this series more than I do—it is apparently quite similar to last season's "Showbiz Moms & Dads", which I never watched. For me, this show is an extreme disappointment.

Unlike the movie, "Best in Show", which was both witty and humorous, "Showdog Moms & Dads" uses creative editing and voice-overs to misrepresent events and suggest conflict where there is none. Many have described it as a train wreck which they cannot help but watch—I agree with the train wreck description, but I have had no problems at all finding something else to watch at 10:00 on Wednesday nights.

## SHOW WINS

### Royal Palms Smarty Pants—"Smarty"

**Owners:** Alan & Joanna Dorfman, Boca Boxers  
Jack & Gloria Bower, Royal Palms Boxers  
**Breeders:** Jack & Gloria Bower  
**Handler:** Guy Fisher, Murbe Boxers

Am/Can Ch. Karizma Backatcha Touchstone  
x Royal Palms Gucci Gucci

### Winners Bitch—2 points

Saginaw Valley Kennel Club—4/9/05  
Judge—Mr. James E. Frederiksen

### Winners Bitch, Best of Winners—4 point Major

Lebanon County Kennel Club—4/14/05  
Judge—Mr. R. William Taylor

### Winners Bitch—2 points

Licking River Kennel Club—4/25/05  
Judge—Dr. Bernard L. Esporte

### Randolph's Beau Jangles—"Jag"

**Owners:** Cindy Walunas, CR Boxers & Liz Bistline  
**Breeder:** Virginia Johnson, Cameliard Boxers  
**Handler:** Genine DeMaso, Debut Boxers

By Am/Can Ch. BJay's Traveling Man x  
Am/Can Ch. Cameliard's Color Me Gone

### Winners Dog—2 points

Mattoon Kennel Club—4/24/05  
Judge—Mr. Richard Beauchamp

**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**

## WEBSITE SPOTLIGHT

### [www.simillimum.com](http://www.simillimum.com)

A very thorough site on homeopathy, including theory, history, and profiles of some of the most influential homeopaths.

### [www.homeoint.com/english](http://www.homeoint.com/english)

Homeopathy International: Another very thorough homeopathy site, with online repertories and materias medica.

### [www.energytoolsint.com](http://www.energytoolsint.com)

This is a commercial site. I have no knowledge of their products, but they have a few energetics articles, some quite in-depth.

### [www.lowchensaustralia.com/SiteMenu.htm](http://www.lowchensaustralia.com/SiteMenu.htm)

Kathy Zatek submitted this site; I've been a big fan of it for years. Literally thousands of links to a huge variety of dog-related things: health, nutrition, breeding, whelping, do-it-yourself construction projects—you could lose yourself for days here!

### [www.aspca.org/apcc](http://www.aspca.org/apcc)

The ASPCA's Animal Poison Control Center. This site has a listing of toxic plants, as well as a listing of non-toxic plants. (Links are in the light blue box about 1/3 of the way down the page). Just in time for spring gardening projects!

### Canine Reproduction Seminar with Dr. Robert Van Hutchison

**The Greater Brighton Collie Club**  
presents  
**Dr. Robert Van Hutchison**  
of Animal Clinic Northview, Inc., North Ridgeville, Ohio  
speaking on **"Canine Reproduction"**

Saturday, June 25, 2005  
10:00 a.m. 'til 4:00 p.m.

Alex J. Burnett Activity Center  
17500 Farmington Road  
Livonia, Michigan

Cost: \$45.00 per person with pre-registration\*  
\$55.00 per person at the door  
Lunch and refreshments included  
Fanciers of all breeds are invited.  
For more info call: Lee Patten (734) 522-8405

GBCC Seminar "Canine Reproduction" Registration Form  
June 25, 2005

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip \_\_\_\_\_  
Tele: \_\_\_\_\_ No. Attending \_\_\_\_\_ Amount enclosed: \_\_\_\_\_

Make check payable to: Greater Brighton Collie Club  
Mail to: Shirley Schaffer  
5735 South M-76  
Alger, MI 48610-9203  
(989) 836-2327

Return by June 15, 2005

## MICHIGAN BOXER CLUB

### 2005 Officers

**President**

Joan Johnson  
31081 Westfield  
Livonia, MI 48150  
734-427-9781

**Vice President**

Alan Dorfman  
35965 Scone  
Livonia, MI. 48154  
734-464-3927

**Secretary**

Jennifer Walker  
28423 Kendallwood  
Farmington Hills, MI 48334  
248-489-1963

**Treasurer**

Mary Lou Bumpus  
7784 Wild Wings Court  
Brighton, MI 48116  
810-231-1416

[www.michiganboxerclub.com](http://www.michiganboxerclub.com)

### 2005 Board of Directors

Charlie Beauchamp  
586-776-4283

Joanna Dorfman  
734-464-3927

Virginia Johnson  
734-461-2816

Dick Johnson  
734-427-9781

Marilyn Stark  
734-422-0205