

Buying or selling a puppy?

26. IDENTIFICATION

26.1 UNIQUE IDENTIFICATION

All dogs must be physically and permanently identified with a unique identification number in order to be registered. The registration certificate for each dog shall therefore have the corresponding identification number. Each dog shall be identifiable and distinguishable from any other dog. Such unique identification may also be used for other purposes.

26.2 ACCEPTED FORMS OF IDENTIFICATION

There are two (2) approved forms of identification for the purpose of registration: (1) microchip transponder implants and (2) tattoos. Regulations regarding both methods are outlined in this Section.

(a) Microchip Transponder Implants:

Only CKC approved microchip transponder implants may be used for identification.

For the purpose of these By-laws, a CKC approved microchip transponder implant is a microchip transponder technology (see Note below in this section for definition of CKC approved microchip transponder) which shall not exceed twelve (12) in total form and the transponder number shall be unique and shall not be shared with any micro-chip transponder number currently registered with CKC.

Prior to performing an implant, the transponder must be scanned to confirm that it is a CKC approved transponder and that the transponder corresponds with that of the bar code.

In Canada, a microchip transponder may only be implanted in a dog by a Doctor of Veterinary Medicine or a person authorized by the CKC at the time of implant.

Note: The "Canadian Standard" is a microchip technology which has been unanimously endorsed by CKC, the Canadian Veterinary Medical Association, the Canadian Federation of Humane Societies, the Pet Industry Joint Advisory Council and the Canadian Ministry. Specifics regarding the nature of this technology may be obtained by contacting Head Office.

(b) Tattoos:

Only CKC approved tattoo combinations may be used for identification and recovery purposes.

components as described in this section or Section 26.7 of these By-laws, the number of characters of which shall be not less than (3) and the tattoo combination shall be unique, in the sense that it shall not conflict with any other tattoo combination currently registered with CKC.

For the purpose of these By-laws, a CKC approved tattoo combination for the purpose of identification, shall first make application to the CKC for approval. Each application shall be in the form of a written request (3) characters which shall consist of letters and/or numbers) and such application shall be subject to the approval of the CKC. Upon approval, a series will be assigned and designated for the exclusive use of the person(s) applying for the same.

The series shall be valid for a period of five (5) years. Failure to use or renew tattoo series, could result in the series being assigned to another person for his future exclusive use.

Upon application for transfer upon making application to Head Office, along with the appropriate fee, the series will continue in the names of the newly registered tattoo-series holders for the remainder of the term.

For the purpose of registering any purebred dog, must contain the following components:

(1) CKC registered tattoo-series of the owner of the dog at birth;

(2) a unique number assigned to the particular dog (a unique number of one (1), two (2) or three (3) digits ranging from 001 to 999);

(3) a letter of the alphabet representing the respective year in which the dog was born (see Section 26.7 (c) below).

The CKC approved form of identification for the purpose of registration, was discontinued as of 1/1/02.

LIABILITY FOR IDENTIFICATION

The owner of a dog, whether or not the dog is actually and physically identified, the owner of a foreign dog, is ultimately responsible for ensuring that each dog is properly identified.

WORK TO DOG



Here are some points to ponder.

by Gail H. Forsythe, LL.M.

Most buyers and sellers of purebred dogs know that the *Animal Pedigree Act, s.63 (j)* requires the seller of a purebred dog to provide to the "buyer... within six months after the sale, the animal's duly transferred certificate of registration..." CKC By-law 30.1 expands upon this obligation and requires the person selling the dog to complete the CKC paperwork and pay for it. Defences such as "the dog ate the registration papers" or "the papers were lost in the flood, fire or divorce" will not save the day.

Less-common registration scenarios can catch an experienced breeder or show person off guard. Let's look at some of the less well-known CKC by-laws. These cases have been changed slightly, to protect the anonymity of the parties.

Puppy hopefuls

You are so excited about your recent trip to the American national specialty show because you brought home two exceptionally promising five-month-old

female, black, AKC-registered littermates. To reduce your expenses, you flew both puppies home in one kennel (shipment). They will make a perfect brace; it is almost impossible to tell them apart. To your dismay, the CKC refuses to register the puppies, claiming they are ineligible for CKC registration! What could have possibly gone wrong?

CKC By-law 26.5 states:

"... dogs entering Canada from any foreign country which are under eight months of age and included in shipments of two or more dogs, must be identified with a microchip transponder... Tattoos are not acceptable..."

This by-law has been interpreted to mean that puppies of the same gender and colour, brought into Canada in the same "shipment" (crate) must be identified with a CKC-approved microchip prior to their entry into Canada. Had the purchaser identified the puppies by microchip before they entered Canada (while she was in the United States) or

had she shipped them in separate kennels, this disappointing and costly outcome could have been avoided.

The senior's bouncing bundle of joy

A senior citizen contacted you to purchase one of your CKC-registered puppies. All of your inquiries indicate that this person will provide your puppy with a wonderful home. The senior citizen calls daily to inquire about the progress of her puppy. She can't wait for her new youngster! During each call, you explain that the puppies will be ready to go to their new homes after they are 10 weeks old.

Today, you receive a surprise visit from the senior and her very intimidating son. She says, "The puppy is 10 weeks old, I am here to collect him!" You have not identified the puppy yet because you are waiting to receive the microchips from the CKC. The senior insists that the puppy must leave with her today because she and her son are leaving on a six-month trip.

You reluctantly decide to let the puppy leave. The senior promises to call you when she returns so that your vet can implant the microchip at your expense. Everyone seems happy. She takes the puppy and you don't hear from her further. Seven months later, you receive a Notice of Complaint from the CKC alleging that you contravened the Animal Pedigree Act by failing to transfer the puppy within six months and by failing to identify him before he left your premises. You can't believe that your good-hearted nature put you in this position!

CKC By-law 26.4 states:

"...all Canadian born dogs and imported foreign dogs, disposed of for a consideration... must be physically and permanently identified prior to the new owner taking possession of the dog and prior to the dog leaving the premises of the owner at birth...."

A breeder must identify the puppy before it leaves the breeder's premises. In this case, the breeder should have refused to release the puppy until it was identified. Using a temporary form of identification (such as a felt marker, as occurred in one case) is not adequate. The by-law requires *permanent* identification. The often-raised defence "but, the tattoo faded" won't help.

On the way to stardom

You bred a litter that produced a very exciting male show puppy. You decide to co-own him with your best friend. He is everything you both want. You agree he will live with your friend and you will have the right to breed him to two of your bitches, after which time you will transfer him to your friend as sole owner. Your friend agrees to pay \$500 (being half the regular sale price for him) plus his ongoing show and advertising costs. You don't bother with a contract other than providing your friend with a receipt stating that on "Y date she paid \$500 for Star."

The dog does extremely well and is soaring to No. 1 in his breed. You've been busy and overlooked the transfer into a co-ownership. Suddenly, you are faced with a complaint alleging that you failed to transfer the dog within six

months of the date of sale!

If the receipt is accepted as evidence of a "sale," then the obligation to transfer within six months runs from the date of the sale. Had the parties agreed, *in writing*, that certain "pre-requisites" or "conditions" be fulfilled before the sale is complete, and if their written agreement stated *that registration would not be transferred until those conditions are met*, then the six-month time frame would not begin until the conditions were satisfied.

CKC By-law 30.1 applies to this case. It states:

"If... there is an understanding that the certificate of registration is not to be provided to the new owner until the person disposing of the dog has received full payment (monetary or otherwise) such agreement must be legal and be in writing."

Careful attention must be paid to the wording of such an agreement. It would be useful to ensure there is a common understanding or definition of phrases such as "breed him to two of your bitches." One party might interpret that to mean "two litters of live puppies," whereas the other party might interpret that to mean "one breeding contact with each bitch." A dispute could also arise around whether the bitches to be bred must be solely owned, or if they could be co-owned, by the breeder.

These cases are just a few examples of how a lack of familiarity with the 'fine print' can lead to unfortunate outcomes. Familiarize yourself with the latest CKC by-laws and Code of Ethics, a copy of which may be obtained from The Canadian Kennel Club. Doing so could make your new acquisition, sale or partnership a lot more fun, as well as problem-free.

Gail H. Forsythe, LL.M., is a lawyer, mediator, dog breeder and conformation judge who practises in Alberta. She was the Assistant Dean of Law at the University of Alberta. She may be contacted at legal1@istar.ca

