

HANDFUL MISS GENE SIMMONDS Kingsville, Maryland 21087

contracts, signed by the parties involved, provided that these contracts are not lost or destroyed, present duplicate proof of agreement.

While the intent here is not to propose that every single transaction be signed, sealed, and delivered in black and white (that would be both petty and impractical), there are specific instances where both sides in the involvement might feel more comfortable and secure if a written agreement were employed. Health guarantees of saleable dogs, stud service agreements, delay or refusal to register a dog, sale of show dogs, and boarding arrangements might represent significantly important sample cases. Not uncommon is the situation in which the uninitiated owner of a bitch demands a refund for breedings which did not result in live puppies because he did not emphatically understand what was meant by the term stud "service," or the buyer who might unrealistically charge a breeder as disreputable if the dog he purchased as a puppy becomes unqualified for conformation competition in adulthood. What may a buyer expect if he cannot receive a registration form at the time of his purchase? How about leased dogs, handling terms, time payment plans, and so forth? Without written agreements, attitudes of the humans can become anything from irritated to outraged, reputations can be damaged rightly or wrongly-frequently in complete innocence through ignorance or misunderstanding because of a lacking written agreement.

Those dealing with registration of purebred dogs are governed and protected by the American Kennel Club in one respect: "The American Kennel Club will recognize only such conditional sale or conditional stud agreements affecting the registration of purebred dogs as are in writing and are shown to have been brought to the attention of the applicant for registration. The American Kennel Club cannot recognize alleged conditional sale, conditional stud or other agreements not in writing which affect the registration of purebred dogs, until after the existence, construction and/or effect of the same shall have been determined by an action at law." (For further information see the AKC's Rules Applying to Registration and Dog Shows.

A contract is merely a mutual agreement of the parties involved. It serves to benefit both sides. It may vary in whatever manner the parties involved see fit, for there are no absolute standards or precedents for its format. Therefore, it is only necessary that the contract be written, either by professionals or amateurs, so that each participating individual has a definitive understanding of the contents so as to elim-

inate any personal interpretation of semantics. The fact that a contract is held and signed by all parties means that they all agree, so it behooves each individual to fully understand that which he signs. By the same token, a contract can be changed or broken as the consenting par-

A good contract should cover all contingencies, if possible. For example, is a health guarantee conditional only for the day of the sale? Regarding stud services, the term should be clearly defined and return service privileges explained. What constitutes a litter? In the case of the sale of a Miniature Schnauzer show prospect, what happens if the dog, say, grows oversize? Ramifications are numerous.

While we all like to consider ourselves "reputable" (another word open to interpretation) and as nice as our Miniature Schnauzers, human nature is a strange thing. Tales of alleged misrepresentation, malpractice, and hard feelings in general are often heard and may or may not be substantiated with or without a contract. However, if one has a written contract and he feels that he has a problem serious enough to require authoritative aid, matters can be handled routinely.

It is sometimes unfortunate that the dog "sport" has reached such proportions that it must become so systematic. However, in any situation these days where large sums of money or living beings are involved, we seem to feel this need for protection. While the foregoing is undoubtedly familiar to those seasoned in dog world activities, it is hoped that mention of this aspect of involvement will help to make newcomers more aware, for surely with the ever -increasing popularity of the Miniature Schnauzer, this need is growing, too.-Mildred L. Doud, 4101 Landgreen St., Rockville, MD 20853



NORWICH TERRIERS

NORWICH TERRIER CLUB OF AMERICA

All living creatures mourn the death of Sylvia Warren of River Bend, Mass. whose particular breed association was luckily Norwich. Wise, witty and warm, her special genius and insight touched the lives of all who met her. Her clear thinking and outspoken conviction that our breed should not succumb to commercial exploitation is a heritage our club shall guard. Her gracious ring manners and ever sporting acceptance of awards should be the model for all Norwich exhibitors. She'll be remembered as an humble, delighted winner, an ever gracious loser, and the first to help a novice. She bred and owned some of the breed's greats of both ear types, was an Obedience pioneer, but her concern for all Norwich was outside the ring, and beyond a good pet home. She was an example to everyone that is privileged to own a dog that our responsibilities lie in improving the welfare, health and travel facilities of all pets. Her own kennel greats enjoyed a personal service so superior that it recently received a special citation by the Angell Memorial Hospital in Boston.

A new first for black and tans was Leg one on C.D. by Witchwoods Dinghy P.E. owned by Mrs. D.B. Read of Purchase, N.Y. His sire, Imp.

Quartzhill College Corin, is also the first male black and tan to gain his championship here, and it was his gr. sire, Ch. Interfields Half-a-Bob, who was first of his sex to make up in England at the Club Specialty in 1964.

Another "Bramble" son to make an impression is Pacricia Brumby's Koala Cub who has been winners or reserve on every ring appearance including BIB each day of the Tar Heel circuit. His owner will be married in June, but fortunately will continue to pursue her Norwich interests which have multiplied this Spring.

The Glen of Imaal Terrier, the breed Frank Jones crossed the Channel with in 1900, is having a revival in Ireland. Its origin in County Wicklow dates back to the 16th Century and is described as follows:

"The skull is strong and a pair of neat ears hang nicely from it and the dark hazel eyes have a trusting and intelligent expression. An exceptionally heavily boned dog, his chest is wide and he possesses powerful loins and hindquarters. Forelegs bowed and splayed put him at an advantage when digging his way towards his opponent. His coat of a wheaten colour is harsh but not wirey and the docked tail is carried gaily.

"In bygone days the Glen of Imaal Terrier Club issued a Courage Certificate. This was printed in the Irish language with a photograph of the Terrier and the Wicklow Coat of Arms at the top. The heads of a badger and a fox were in insets at the sides. These certificates are valued more than cups or trophies by breeders of this game Terrier.

'In spite of his gameness the Glen of Imaal Terrier is a most lovable dog and very gentle with children. Standing no more than 14 inches it has been called the biggest little dog in the British Isles, with a body of granite and a heart of gold." Donal O'Donoghue Dog World, March

17, 1972.

Perhaps some present day Norwich owners can find a resemblance to their beloved pets.-Mrs. Curtis S. Read, 48 Berry Hill Rd., Oyster Bay, NY 11771



WELSH TERRIERS

WELSH TERRIER CLUB OF AMERICA

I wonder how many of our members and readers know much about the American Dog Owners Association-how much this Association has accomplished within the past year and a half or so?

This Association was formed, I believe, in late 1970-formed for the protection of purebred dogs, their breeders and exhibitors. In those months since it's inception the A.D.O.A. has persistently and effectively championed the cause for the sincere breeder and exhibitor as well as for pure-bred dogs.

Their many accomplishments are much too long to publish here, but significant such as the following stand out:

A. Have reached an agreement with one large mail order house and have made inroads with another to discontinue the selling of pure-bred dogs by mail.

B. Actively participated in the introduction

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