

When your "Dream Cat" becomes a Nightmare!

by Adèle Asher

Probably the most common phone call I receive is from buyers who have had bad experiences when buying a new kitten. Consider for a moment the following scenario:

You've looked at many purebred cat photos, visited shows and decided on the breed that's perfect for you. You find your dream kitten and bring her home - and that's when things start to go wrong. New kitty is sniffing and acts terrified of your in-residence cat. And you've found suspicious wet spots in your laundry pile.

Then it gets worse. A visit to the veterinarian reveals your kitten has multiple health problems: parasites, an umbilical hernia and a serious upper respiratory infection. He suggests testing the kitten for feline leukemia, and the test comes back positive!

Your purchase of a lifetime has turned into a nightmare. Is there anything you can do to prevent this situation? Yes! Let's go back to the beginning to find out what every new cat buyer should know about a purebred kitten purchase to avoid this scenario.

The first thing I would like to stress is that a kitten is not an inanimate object comprised of nuts and bolts; she's a living, breathing creature who will become a member of your family and who will depend on you for her health, well-being and love.

Secondly, the caveat "Buyer Beware" is far more important for this type of purchase than for any dishwasher, video recorder, lawnmower or automobile you may buy. The issues of warranties, guarantees and return policies aren't as simple - or as dispassionate - as a replacement part, a trip to the repair shop or an exchange for a different colour or style.

DOING YOUR HOMEWORK

Not everything that goes wrong after a kitten purchase is necessarily the breeder's fault or responsibility. Some problems aren't the consequence of bad breeding. In fact, a good breeder can be the buyer's best ally. How a breeder responds to a problem - that may or may not be his fault - says a lot about his personal ethics. In an ideal world, the breeder-seller and the owner-buyer should have a common interest in the lifelong welfare of a kitten. Most breeders will wholeheartedly and emphatically indicate their desire to know if a buyer is having a problem with a kitten, be it a

health concern, behavioural issue or problematic adjustment to a new home.

So, if most of the parties' intentions are honourable, why are buyers having less than satisfactory experiences with their new purebred cats? The answer lies in doing your homework. You need to select the breeder as carefully as you have selected the breed of cat. Read as many articles and books as you can about the breed, its personality traits and potential health problems.

SAVVY SHOPPING

Visit the cattery before you purchase the kitten, if you can. You'll learn about the conditions in which the cat or kitten is raised. Although it's tempting to buy a kitten from a dirty cattery or pet store in an effort to "rescue" the animal, it's not a good idea in the long run. You'll only save one kitten and your gesture won't help the other feline residents. In fact, you may inadvertently encourage the offending cattery or store to stay in business.

South African breeders are not usually as contract-wise as our American counterparts, and many of our local contracts aren't worth anything at all, and are not enforceable in law. Before discussing contracts in more detail, it should be pointed out that one should never buy a kitten who is too young (most ethical breeders won't release a kitten for sale under 12 weeks of age) and not ready to leave mom. And if the kitty has to fly to another town, add a further month before leaving.

STRESS FACTORS

Entering a new environment filled with strange humans and possibly other strange animals is a stressful experience for a kitten. Even if she seems outwardly frisky and happy, kitty's immune system may be affected by stress, resulting in infections and behaviour problems. It's not unusual for a kitten or cat going to a new home to get the runs, a bit of a cold - whatever, just what you'd expect from a child under stress and being exposed to new germs. Are these problems the breeder's responsibility? Probably not, but a responsible breeder will encourage you to call if and when adjustment problems occur.

Kitty also may develop short-term behaviour problems. Litterbox difficulties and a poor appetite generally will correct themselves (feeding the cat the same food she ate in the cattery helps cure the picky eater), but it's important not to allow bad habits to form. Breeders usually are experts on the behavioural aspects of their breed, and a good breeder will be a valuable resource. They have learned some tricks about correcting behaviour problems and making a new cat fit into the family and can save the new owners a lot of money if they will just call with their questions.

GUARANTEES

A cat from a breeder should come with a health guarantee that spells out exactly what guarantees the breeder makes about the cat's present health, what the breeder will do if the cat is sick and what care you, the buyer, should provide. If the contract doesn't stipulate these matters, be sure to question the breeder about the circumstances under which you can return a cat or kitten for a full or partial refund, or under which circumstances you can return a kitten without a refund.



Photo by: Bardine Levis

For example, for a short period of time after a kitten purchase, many breeders will accept a returned kitten for any reason and will refund the purchase price in full. After this stipulated period, however, most breeders won't accept a returned animal or provide any refund, arguing they're not responsible for the cat who hasn't been in their care.

But when a genetic defect emerges after the return period, many breeders make an exception, especially when the animal has been sold with the guarantee that she is free from genetic defects. Some heritable problems can take years to show up, and the breeder may not realize the animal has genetic problems. Contacting the breeder immediately will help him eliminate problems in his breed lines and inform other buyers of related cats.

Some kitten contracts provide the buyer with a replacement kitten or cat for one who dies of an unknown genetic defect. Breeders who offer this replacement go above and beyond reasonable expectations - to some extent, the unknown or hidden gene is a risk assumed by both sellers and buyers.

HEALTH PROBLEMS

Minor infections clear up and bad behaviour can be corrected with love and patience, but what if your new kitten has ringworm, fleas or worms, or an internal problem like an umbilical hernia? What if your kitten develops a serious illness, such as feline leukemia (FeLV) or feline infectious peritonitis (FIP)? Who is responsible? In a way, it's a shared responsibility. You, the owner-buyer, must identify the problem and promptly notify the breeder; the breeder-seller, in turn, should make an equitable adjustment.

If the breeder presents you with a health certificate which states the animal should be examined by a veterinarian within two to three days, make your appointment prior to picking up your kitten at the cattery and isolate her

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from your other pets until after this veterinary visit. Your vet should check for earmites and other parasites, do a fecal test, fluoresce the animal for ringworm and test for FeLV at the first visit. If kitty tests FeLV-positive, it's unlikely she picked up this virus from your other cats, particularly if she was kept in isolation.

There is no reliable test for FIP. In fact, the only available test actually measures coronavirus antibodies, which may or may not indicate the presence of FIP. Because FIP can lie dormant for months, it may be hard to determine if kitty was exposed to this disease in the cattery or in your home. The risk of exposure in your home is greater if you have an indoor/outdoor cat or if you allow your new kitten to go outdoors where run-ins with infected cats are more likely. Be sure to ask the breeder about his policies in the event of a later FIP diagnosis.

Fleas are a different problem, and an infestation may or may not have originated in the cattery. A hitchhiker flea in your car or cat basket might result in your new kitten carrying fleas!

Any health problem, pre-existing or otherwise, should be brought to the breeder's attention immediately. If the buyer doesn't contact the seller immediately when they suspect a problem soon after getting the animal home, the seller cannot possibly help them. So many breeders have a problem with buyers because the buyers only contact them after the kitten has died or is drastically ill. Then emotions are way too high to be reasonable on both sides.

In the case of pre-existing health conditions, a breeder usually will offer one of three solutions: return of the kitten with a full refund; replacement of the kitten; or payment of reasonable veterinary costs to deal with the medical problem. Your exact recourse will depend on the health guarantee and the nature of the problem.

I know several breeders who state that only their own vet is to be used in the case of illness, as they no doubt pay preferential rates. But what if this is just not practical? Who is then responsible for the unexpected vet bill?

OTHER CONFLICTS

Some conflicts arise because of personality problems, financial disputes or unreasonable expectations. Finding a breeder you can work with and call in case of problems is important; you shouldn't buy even the most lovable kitten from someone you don't trust. Personality conflicts, however, can go both ways. A breeder who feels you're not the right owner has the right to refuse to sell you a kitten, even if you've reserved one with a deposit. If this happens, request a refund and take your business elsewhere. Making a scene won't induce a breeder to change his mind (in fact, your obstinate



Photo by: Judy Marshall

behaviour probably will have the opposite effect).

Financial disputes range from misunderstandings to outright fraud. Again, clarify payment requirements and options before you write a cheque. Is your deposit to reserve a kitten refundable? Under what circumstances can you return a kitten for a full refund? What happens to your deposit if the kitten you reserved becomes unavailable, develops a health problem or dies? Will you get "bumped" on the waiting list? (For example, what happens if you're fourth on the waiting list of four kittens and one of the kittens dies or becomes otherwise unavailable?)

Understand that financial trust goes both ways. Many breeders request deposits because they've missed sales due to people never showing up to pay for a reserved kitten. Some breeders have experienced substantial losses because of bad cheques or stop-pay orders immediately after a sale. On the other hand, some buyers have paid in full for kittens who never materialized.

If the breeder doesn't offer a written explanation of financial arrangements, create this document yourself and verify your assumptions with the breeder before you send money, particularly if you pay in part or in full before you pick up kitty. Ask the breeder for a receipt for all payments – and don't pay cash for a kitten. Pay by cheque, money order or, if possible, by credit card to create an official record of the transaction.

I was quite amused to read in an American magazine that some buyers may feel a breeder's return policy should be open-ended. This attitude assumes the cat, like rare coins or a collector plate, will increase in value over time, thus inducing the breeder to accept a cat back at any age – and provide a full refund. This is simply untrue. Breeders often can't resell an older cat for a similar price, especially one that's outgrown her cute kitten advantage.

I do know breeders, however, who will take back the unwanted cat, either on a refund minus further advertising "For Sale" costs, or on a basis of refund if the kitty is resold.

OTHER OPTIONS

In almost all cases, the kitten transaction will be smooth and trouble-free. Most breeders work with kitten owners and want to stay connected to their "extended family" after a kitten is placed in a good home – this is a rewarding aspect of the breeding business.

If you have the misfortune of doing business with one of the few unethical breeders, be aware of your options.

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HEALTH PROBLEMS

If your kitten or cat develops health problems, keep copies of medical records, test results, contracts, written health guarantees and make a journal of kitty's experiences. Document your conversations and correspondence with the breeder. These records will help you verify your assumptions, correct misunderstandings or miscommunication, or, in extreme cases, help you deal with authorities.

If the health problem is indeed pre-existing, refer to your health guarantee to determine the breeder's contractual obligations. Should your cat or kitten die, be sure to have an autopsy performed to establish the exact cause of death.

A buyer has the right to expect their kitten to survive more than a year or so. This is in reference to illness and health, not trauma. A breeder can guarantee for a week or two, but really should stand by their kittens on a case-by-case basis for longer than that. I would replace kittens in such circumstances. But the buyer must understand that replacement may not happen immediately. If the buyer does not choose to receive a replacement kitten, then there is nothing more the breeder can do.

Reprehensible conditions in a cattery are grounds for calling a local humane society. (Again, it doesn't help to "rescue" one kitten from a bad situation – it only makes a bad situation worse.) Before you call, be sure you know what a bad cattery looks like. A dirty litterbox or two or a strong smell of urine isn't ideal, but it doesn't necessarily mean the whole cattery is unhealthy. An agitated male may have sprayed right before you arrived, or you may have caught the breeder in the middle of a cattery cleaning. Reporting a breeder to a humane society is a "big gun" approach, similar to reporting a parent to authorities for child abuse. Be sure such a drastic approach is warranted before you act.

Many states in the USA, including New York, Minnesota and Florida, have "Pet Lemon Laws" on the books that protect buyers purchasing animals from breeders or pet stores.

The so-called "Pet Lemon Law" provides that if within 14 days of purchase, a veterinarian certifies that the animal was "unfit", due to illness, congenital malformation or infectious disease, the pet dealer must offer the consumer the right to choose one of the following options:

- the right to return the animal and receive a refund of the purchase price and reasonable veterinary costs related to the certification that the animal was unfit;
- the right to return the animal and receive an exchange animal of the consumer's choice and veterinary costs related to the certification; or
- the right to keep the animal and receive reimbursement of the veterinary services for the purpose of attempting to cure the animal.

Like most state pet lemon laws, New York's law applies to both commercial pet sellers, such as pet stores, and private hobby breeders.

Would that we had such a protective law in South Africa! Unfortunately there is no such law, and there is precious little help from the Clubs or Cat Registries. If you have good grounds and adequate records, plus veterinary documentation, you can sue through the small claims court.

A breeder can't protect you from all risks of owning a pet. Some animals won't settle in with other pets. Others get sick for no obvious reason. Accidents happen. Cats aren't durable goods, like hand tools, and it's not reasonable to expect a breeder to replace a "broken" cat months or years after leaving the cattery.

Breeders are responsible for situations they can control, such as health practices and cleanliness of catteries and selecting healthy lines. New owners must accept responsibility as well and assume some of the risk, which is what being a responsible pet owner is all about. By being an informed, savvy kitten shopper, you and your new kitten will begin life together on the right "paw". And your best advocate for a positive, rewarding relationship will be the responsible breeder who helped you find your feline companion.

THE BIG 8 QUESTIONS in your communications with a breeder.

Make sure you ask and get answers to each of the following questions

1 Do you require a deposit to reserve a kitten? Is this deposit refundable or non-refundable?

2 What happens if the kitten I've reserved becomes unavailable? Will I be allowed to choose another kitten from the same litter? Will I be given priority on another litter? Will you refund my deposit if that is what I choose?

3 Do you allow a buyer to return a kitten? If so, under what circumstances?

4 Under what exact circumstances can I receive a full refund for a returned kitten? What are your policies regarding partial refund or a replacement kitten?

5 Do you provide a written health guarantee? If not, what specific health guarantees do you offer, and would you be willing to put them in writing?

6 If FIP isn't included in a health guarantee, what specific guarantees do you offer against this dis-

ease? What happens if my kitten develops FIP several months from now?

7 If genetic defects aren't included in a health guarantee, do you offer specific guarantees against death resulting from genetic problems? What do you guarantee?

8 What support can I expect from you in helping my kitten adjust to her new surroundings? Can I call you if I have problems of any kind with her?

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Given that the length of a shorthaired cat's coat is 288 km (all hairs placed end to end), what length can the coat of a Persian cat reach?

a) 900 km • b) 1670 km • c) 1280 km