

July 1991

#### Volume VI

Number Five



## **CH. GLEN IRIS CASTLE GUARD**

#### **OUR COVER DOG:**

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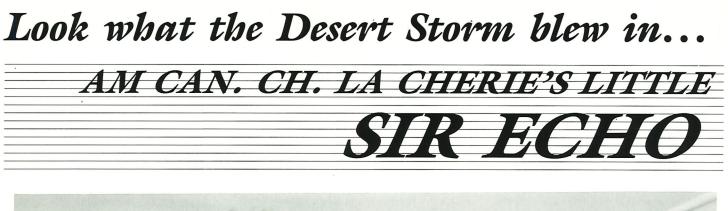
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# La Cherie Pomeranians

DOT MARTIN, 5354 BLUEBIRD LANE, YORK, SC 29745

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As you know, I have always tried to keep the contents of this page light-hearted and informative. We have enough trouble - without looking for it - that it seems to me we could all use a little break once a month. And that's what I like to provide. And the reason for this magazine has always been the celebration of the Pomeranian breed and the dedicated people who raise and love them.

And yet as breeders and exhibitors of purebred dogs we are daily faced with the problems which go hand-in-hand with the hobby: whelping problems; training problems; the miracle puppy that grows up ugly; the fellow exhibitor who cannot gracefully suffer defeat...But I learned long ago to take everything in stride, and to view - as much as humanly possible - everything in a positive light. So I arrived at a recent show, full of hope and energy, ready to face the day with a smile on my face, come what may. I came around the corner of the Lakeland (FL) Civic Center and, what to my amazed eyes should appear, but a rig - a typical dog-show rig black and burnt. And on the ground beside it were the dogs who had, not too long before, been happily and healthily ensonced within. And they were all dead.

18 of dogdom's stars were there in body bags. 18 elaborately-cared-for coats were soaked from the firehoses; 18 nutritionally/environmentally/genetically nurtured individuals were now a statistic. I do not know if any one of us could have witnessed this spectacle and emerged unscathed.

And by all reports it was an accident. A freak electrical accident, which caused a spark, which started the blaze, which killed these dogs and almost got their human guardians, badly injured trying to rescue their charges. At this writing we still are not sure just what went on; all we know is that the dogs will never gait again and the humans directly involved, may never again want to gait a dog.

It is to my knowledge the most catastrophic accident to ever occur at a dog show. And it was this morning. I will have more details next month, not to dwell on an horrific experience nor to capitalize on a tragedy; but to find out how to ensure that something of this nature can be averted — if an accident can ever be averted — down the line. And my heart goes out to the people entrusted **The Pom Reader / July 1991**  with those canine lives, and the owners of the canines who will not be coming home, and the dogs themselves.

And so if you will excuse me, I will not share with you this month any gossipy good news - my heart is not in it. I will share with you something I wrote many years ago, on another, equally sad occasion.

#### Enjoy the offerings from our dedicated writers in this issue and marvel at the beauty of the dogs featured within. But if you do nothing else today, take a moment to enjoy your dogs. JMcG

#### **ON MONDAY**

A little pup's eyes once asked me, "Don't you know I'm here? You run out with this one, evaluate that one; I smile and I laugh, but you do not see."

"On Monday, my love, On Monday", I said, "We'll sit in the sun, just you and me, and you'll teach me to love, all of the little ones, each of the little ones, ones that are not as yet famous."

#### And then she was a beauty.

The Beauty-Pup's eyes then asked me, "Don't you know I'm here? You're mad at that dog, the one that just beat me, I feel you're upset and I'm hurt that you're mad, because all dogs are family to me."

"On Monday, my love, On Monday", I said, "We'll sit in the sun, just you and me, and you'll teach me to love, all of the dogs, each of the dogs, for all dogs are family to you."

#### And then she was a starlet.

The starlet's black eyes then asked me, "Don't you know I'm here? You're mad at that person, who gave us no ribbon, but I still had fun 'tho some other dog won and it hurts me when you are unhappy."

"On Monday, my love, On Monday", I said, "We'll sit in the sun, just you and me, and you'll teach me to love, all of the persons, each of the persons, the persons who give out the ribbons."

#### And then she was a Champion.

The Champion's eyes then asked me, "Don't you know I'm here? You're mad at those people, who said something snotty, but they kiss their dogs, they love their dogs, now in them there must be some good."

"On Monday, my love, On Monday", I said, "We'll sit in the sun, just you and me, and you'll teach me to love, all of the people, each of the people, including the ones who get snotty."

And then she was a mama.

The Mama's big eyes then asked me, "Don't you know I'm here? You kiss my fat babies, you brag on the 'phone, and I swell with pride and their daddy does too, but I need you to tell me I'm special."

"On Monday, my love, On Monday", I said, "We'll sit in the sun, just you and me, and you'll teach me to love, both of the parents, each of the parents, the parents as much as the babies."

#### And then she was an old lady.

The Old Lady's eyes then asked me, "Don't you know I'm here? You run out with this one, evaluate that one; I smile and I laugh, but you do not see."

"On Monday, my love, On Monday", I said, "We'll sit in the sun, just you and me, and you'll teach me to love, all of the older ones, each of the older ones, those that are no longer famous."

And then she died. On Monday.

\* \* \* \* \* \* \* \* \* \* \* \* \* \*

This morning, a little Pup's eyes again asked me, "Don't you know I'm here......

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"Fire" finished his Championship in 9 shows. Special thanks to Jackie Rayner, handler; thanks to all the judges who appreciated this flashy boy; and to Marlene & Marlin Presser for letting me own this special Pom.

#### And Introducing...

### FINCH'S HE WALKS ON WATER

"Travis" is presently with Jackie Rayner (for 5 single points to finsh his championship). Still in the puppy classes, "Travis" has two 4-point majors owner-handled, both times going Best of Breed over Specials.

Travis is already sire to 2 super litters with more to come.



The Pom Reader / July 1991



Before we proceed one tiny INCH into this article, I make my plea that EVERY **REGIONAL AMERICAN POMERANIAN** CLUB SUMMER SPECIALTY BE HELD IN OKLAHOMA CITY WITH RAY & BRENDA HUDSON AT THE "HELM" TO DO ALL THE PLANNING !!! Granted, I can be a little bit fickle, 'cause I recall having said a similar thing about other regional Specialties...California, Oregon, Baltimore...but this time I think maybe Oklahoma has won the prize! Darrell and I have just returned from our trip to Oklahoma City, and this time we didn't have a tired bone in our bodies...just the exhilaration from such lovely fun, such special events, such a splendid dog show, and camaraderie the likes of which we haven't seen in a very long time. EVERYONE was enjoying it, not just a few. We heard absolutely NO complaints, only compliments (speaking well for those Sooner Pomeranian Club people who did all the work for us...our thanks, Oklahoma!).

A Hospitality Room with wine and cheese and other special things began the festivities. Well, actually, on Thursday afternoon many "Judge-types" went to the show site for a wonderful and enlightening Judges' Education Seminar on the Pomeranian, presented by **Sally Baugniet**, our Education Chairman. This seemed well received by all attendees. THEN came the hospitality room with just everyone there (except ME...I was a good girl and stayed in my hotel room, as AKC does indeed frown on judges socializing with nextday exhibitors); all reported a lovely evening.

Next day...AMERICAN POMERANIAN CLUB SPECIALTY SHOW!!!! The Midwest City Community Center had been reserved for this event by **Ray Hudson**, and a more convenient and comfortable place could NEVER have been found...spacious enough to be comfortable, but small enough to be "cozy"...PERFECT! I was honored to have been invited to judge Sweepstakes, and the competent **Mr. Roger Pritchard** was chosen **The Pom Reader / July 1991**  to do regular classes. **Sally Baugniet** reported on the show last month in **The Pom Reader** in her usual, thorough and professional way, so I will simply comment on my first place winners from the judge's point of view.

Sweepstakes: Four little "stars" emerged from their respective classes as my choices for that day. They were as follows:

PUPPY DOGS 6-9 MONTHS: Jan-Le's Touch Of Fascinaton, owned by Jane Lehtinen. A most adorable little guy, coveted by everyone present, who zoomed right on up into the big RESERVE win in Regular classes, with his amazing ring-presence and soundness.

PUPPY DOGS 9-12 MONTHS: Allayn's The Entertainer, owned by Mary Allan. The little "Entertainer" truly entertained with his lovely rich deep color, short back, and everything in the right place! Definitely a "show" dog!

PUPPY BITCHES 6-9 MONTHS: Mac's Morning Star, owned by Mrs. B. G. McDonald. A marvelous, very feminine, little orange girl, with the perfect gait we love in Poms, groomed to perfection, spunky, and behaving herself! I loved her.

PUPPY BITCHES 9-12 MONTHS: Adlen's K's Country Chrisma, owned by Karen Ludke. This child didn't look like a "child", but presented herself magnificently, in blooming coat, everything in place, showing perfectly. Her handler (Obviously pleased with his little entry) did everything right, and the puppy as well did everything right!

BEST IN SWEEPSTAKES was the 6-9 Months Puppy Dog; BEST OF OPPOSITE SEX IN SWEEPSTAKES was the 9-12 Months Puppy Bitch.

It would give me pleasure to report on every Pom in Sweeps and in Regular classes, but time & space preclude that advantage; suffice it to say that I was most honored and thankful to the exhibitors for presenting such magnificent dogs to me for my opinion.

REGULAR CLASSES: Here, I shall not

be presumptuous to comment on Mr. Roger Pritchard's wonderful choices. I will, however, embarrass him by noting that on this day he was terribly HANDSOME and official-looking in the ring...looked very stern and intent on what he was doing, but underneath that facade of seriousness, I could detect an immense pleasure in what he was doing! Roger was excellent with the dogs, TOTALLY thorough in examining every piece of every dog, and later he did comment to me (Judge to Judge) that he especially appreciated that exhibitors did not bring to him the over-trimmed and sculptured exhibits that have so often been seen in the ring these days. I also noted that puppies in Sweepstakes were sensibly trimmed in ONLY those allowed places, with only 2 or 3 really sculpted and scissored. Maybe a step in the right direction? For a full report see the June Issue - congratulations to all!

Then came the cutest little Pomeranian costume parade you can possibly imagine...incredible!!! What a day! To top everything off in splendor, a beautiful flowing champagne fountain in the lobby refreshed and rejuvenated all the exhibitors as they gathered for ticket-drawings for all sorts of wonderful doggie-related items; everything from adorable T-shirts to big crates, pens and functional things. My favorite (won by somebody else, darn it) was a precious Southwestern adobe-looking bird house that I would have KILLED for)...precious! The crowd was so utterly congenial, happy, pleasant...the way dog show events SHOULD BE! Ray Hudson was so cute with his announcements of winners, and his cute little wife Brenda won something wonderful (graft, obviouscorruption. politics, ly....naaaaaahhhhh).

That evening was a banquet to end all banquets...the Sooner Club had arranged for a feast of Indian things most of us never had: authentic corn soup (wonderful); Indian Fry bread, Payote meat (buffalo, really!), and *Continued* 



#### WHAT'S COOKIN' continued...

grape dumplings, also quite "native" and different, but superb. Afterward, beautiful Plains Indians entertained the group with a colorful presentation that left the crowd awestruck, with costuming, realism, narrative to explain it all, and an adorable 3-year-old little guy named "Dayton" that danced his little moccasins off and enchanted the crowd!! **Brenda & Ray Hudson** had spared nothing in seeing to it that all attendees were magnificently entertained. I'll never understand how the **Sooner Pomeranian Club** was able to PAY FOR ALL THAT for us!! (Their secret.)

The theme for all these wondrous Specialty events was *Indian Summer*, and the beautiful Southwestern theme of decor, in perfect taste, followed through to table decorations, flowers, and gift bags for every exhibitor.

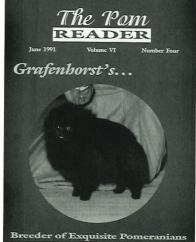
On Saturday, the thoughtful Sooner Pomeranian Club arranged for early Pomeranian judging so all could have a "DAY AT THE RACES"... it worked!! Many, many exhibitors and attendees journeyed to the magnificent Remington Park Racetrack, where we had the absolute creme-de-lacreme. Pomeranian people were placed in the gorgeous penthouse "suites", and we had the bargain of the century...our fee included entry into the track, choice seating, free racing program, a "tip sheet" - also free, the most magnificent buffet (all day long) imaginable, and everyone there had a wonderful fun-time..far from the "dog activities" and a lovely respite from it all. We all felt very much like VIP's - again, the Hudsons (Ray & Brenda) had arranged for us to have the Crown Royal treatment in that lovely place...Maitre D's attending to us individually and collectively...the gallery of horse-related art was in itself a special treat...what a luxurious and wonderful place. The buffet was so absolutely GRAND that we never made it past the salad section into the juicy prime rib/ham/and stuff food. We "Parked" at the lovely shrimp/oysters/hors d'oeuvres section...SPLENDID!!! We felt honored to even BE THERE!!!

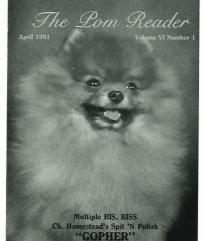
This is it! I've used up all my adjectives, but with good reason. Oklahoma out-did itself for his lovely affair, and we thank you, so sincerely. Please do let us come back soon. On behalf of the American Pomeranian Club I say WE LOVED BEING THERE IN OKLAHOMA WITH YOU TERRIFIC ''OKIES''...

> Olga Baker 207 Shirleen Drive Seabrook TX 77586









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### SPECIAL ADDITION

Presently we find a number of Poms making their impact in Specials competition. In order to keep you informed as to the progress of these hard-working members of the Breed, we are pleased to offer you **SPECIAL ADDITION**.

**SPECIAL ADDITION** is your monthly rating system of the Top Twenty Pomeranians in the United States. Rules for the rating system are as follows:

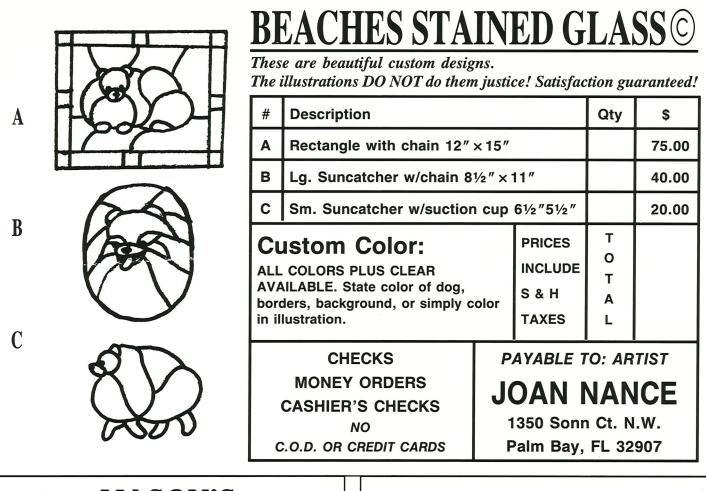
**Breed Points** (not to be confused with AKC championship points) are alloted to individuals according to the highest placement in any given AKC show, as reported in the **AKC Show**, **Obedience and Fields Trials Awards Book**. *Only this source will be used for point credit*. A number of points has been allotted to the various placements, and they are as follows:

#### Top 20 Poms January-May '91 AKC Gazette

BEST IN SHOW (All Breeds)500	
BEST IN SHOW (Specialty)250	
BEST OF OPPOSITE SEX (Specialty)75	
TOY GROUP FIRST250	
TOY GROUP SECOND150	
TOY GROUP THIRD75	
TOY GROUP FOURTH25	
BEST OF BREED10	

Statistician: Susan Wade. Tie placements are alphabetical and marked with an asterisk. BISS is for Independent Specialties only. The following is the listing of the Top Twenty Poms, as per the dates above.

POINTS	NAME	BISA	BISS	BOSS	I	II	ш	IV	BOB
3265	CH. JAMOL'S CLASSIC HI-TIME (D) (B. Paull, Owner)	-	-	-	7	7	5	-	9
1485	CH. HOMESTEAD'S SPIT 'N POLISH (D) (J. Hurley, Owner)	-	-	-	1	7	1	-	11
1295	CH. TOMHO STRUTTING TERMITE (D) (H. Sklar, Owner)		-	-	2	5	-	1	2
1255	CH. TOMHO CHAMPAGNE WISHES (B) (R. Koeppel, Owner)	-	-	-	2	3	2	3	8
1245	CH. PIXIE'S BUTTONS-N-BOWS (B) (C. Galavich, Owner)	-	-	-	4	1	1	-	2
1235	CH. JANE'S WEE PRINCE O'JERIBETH (D) (G. & J. Reed, Owners)	-	-	-	1	6	1	-	1
1215	CH. SHY ACRES OUR MAN FRIDAY (D) (Smart/Roberts, Owners)	-	-	1	1	4	1	-	4
1195	CH. JERIBETH SIR LANCELOT (D) (Baumgartner/Contino/Baker, Owners)	-	-	-	1	5	1	4	2
960	CH. SOUTHLAND'S MIGHTY IMPRESSIVE (D) (C. Creed, Owner)	-	-	-	2	1	3	1	6
850	CH. SOUTHLAND'S MR. VIP O'IDA (D) (Jackson/Taylor, Owners)	-	-	-	1	3	-	2	10
780	CH. STOLANNE THUNDERBOLT THOR (D) (F. Stoll, Owner)	-	-	-	2	1	1	1	3
755	CH. TIM SUE'S HARBOR LIGHTS (D) (S. & P. Conlee, Owners)	-	-	-	2	1	1	-	3
*650	CH. GLEN IRIS CASTLE ROCK (D)	-	-	-	1	2	1	1	-
*650	CH. PHYNER GOLD JACKPOT (D) (Trauner/Moreno, Owners)	-	-	-	2	1	-	-	-
645	CH. WEE HEART'S THAT'S NUFF (D) (C. & E. Evans, Owners)	-	-	-	1	2	1	-	2
615	CH. SHADOMOUNTIN ONE MAN SHOW (D) (Bucher/Snyder, Owners)	-	-	-	1	1	2	1	4
*410	CH. BI-MAR SHO-GUN OF JERBO'S (D) (J. & D. Owens, Owners)	-	-	-	1	1	-	-	1
*410	MERRYMONT SAT'RDAY NITE LIVE (D) (P. Griffin, Owner)	-	-	-	1	1	-	-	1
375	CH. TIM SUE'S HIGH LIGHTS (D) (T. & S. Goddard, Owners)	-	-	-	1	-	1	-	5
315	CH. BRITESTAR'S BINGO BONANZA (D) (M. Porter, Owner) *Tie: Placements alphabetical	-	-	-	-	1	-	1	14



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Pictured left, a typical Grafenhorst Pom.

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In recent months there has been some confusion about the registration of colors of the Pomeranian. This month we are pleased to share an article from the president of the **American Pomeranian Club, Mary Vickers**, addressing the problem.

#### NEW POM COLOR REGISTRATION PROCESS

#### submitted by Mary Vickers, President AMERICAN POMERANIAN CLUB

There is a problem with the AMERICAN KENNEL CLUB regarding Pomeranians of certain colors becoming AKC registered. The AMERICAN POMERANIAN CLUB was made aware of this problem in mid-April. The APC has been working with the AKC to solve this problem since that time. It is possible that this problem occurred when the AKC moved their registration department to North Carolina. Exactly how or why it occurred is unknown.

•Pomeranians come in many colors. On the AKC Dog Registration Application there is space for only 9 (nine) different colors. Breeds such as the Golden Retriever, or the Rottweiler, use only a few of these color "boxes". Other breeds, including the Pomeranian, need many more.

*How is this handled by the AKC?* The AKC works from 3 (three) color lists decided by the Parent Club. The first list is called "Standard Colors". This appears on the dog registration application and is limited to those 9 "boxes" of pre-determined colors.

As soon as they are accepted by the AKC computer, those for Pomeranians will be:

ORANGE
RED
CREAM
ORANGE SABLE
BLACK
CHOCOLATE
WHITE
BLACK & TAN
CREAM SABLE

the easiest to use. One just checks off the correct box showing the Pom's color.

The second list, although not well known, is the overflow list of other acceptable colors for that breed. It is knowN as the "Acceptable Color" list. For the Pomeranian it will soon include the following:

RED SABLE
BLUE SABLE
BLUE
BEAVER
WOLF SABLE

Many breeders already have a nodding acquaintance with this list. They know the color they are seeking is not listed and they write-in this acceptable color. This will continue.

The third list, again not well known, is called "Markings Used In This Breed." Pomeranian breeders need to be wellinformed about this list. It includes:

□ BLACK MASK □ BLACK POINTS □ BLUE POINTS □ BROWN POINTS □ WHITE MARKINGS □ TAN MARKINGS □ BROWN TIPS □ BLUE TIPS □ ORANGE PATCHES  $\Box$  RED PATCHES □ CREAM PATCHES □ BLUE PATCHES □ BLACK PATCHES □ BROWN PATCHES □ ORANGE SABLE PATCHES □ RED SABLE PATCHES □ CREAM SABLE PATCHES □ BRINDLE

Although this list has been in existence since the Pom gained AKC recognition,



many people are not aware of this list nor how to use it. [Ed. note: People who have been using the list and registering Pomeranians for many, many years were among those confused. When AKC applications were returned to those applying for "incorrect color choice" — due to the "computer problem" mentioned in the article here, the AKC registration department provided information far less conclusive than that mentioned above. See May 1991 Pom Reader for the three lists currently being provided by our National registry organization, AKC. JMcG] This is both a check-off list AND a write-in list!

Let's say you have a chocolate and tan puppy — markings as if it were a black and tan. Do you simply check off the chocolate box on the AKC Dog Registration Application? Yes and no! As it is a chocolate, you do check off "chocolate" on the registration application. However, you must also writein the words "with tan markings". This will tell the AKC that it should be registered as a "chocolate and tan."

The same holds true for a parti-colored Pomeranian. As the Pomeranian Standard describes the parti-color as a white dog with *any other color* distributed in even patches, the above would be followed. "White" would be checked off on the dog's registration application and written in would be whatever color patches make up that Pom's parti-color.

When the APC Board made the decision to re-align these three lists in this way, particular attention was given not only to colors, but to those who study pedigrees for color breeding. For instance, the particolored Pom could have been a "standard" or "acceptable" color by just calling it "parti-color". If this were done there would not have been any further elaboration of this Pom's color. No one would have known if it were a white & orange parti or a white & *Continued* 

As it occurs on the registration form, it is The Pom Reader / July 1991

#### PARTI LINE...

(The letter from Mary Vickers concerning the new Pom Color Registration Process, continued from previous page)

black parti. By breaking down the color of the patches, a better picture of that particular Pom is given

As with any change this will require much education. The American Pomeranian Club will attempt to do this via the many Pomeranian magazines and newsletters available to the breed. However, with the high number of pom litters that have been registered in the past years, this will only reach a small portion of those who read this article. (In 1990 alone there were 26,585 Pomeranian litters registered. The Pomeranian was 3rd (third) out of 131 breeds.)

If you have a Pomeranian who has been incorrectly registered because of this computer problem, or whose adult coat does not match the registered color, change is possible. After the new APC changes go through the AKC computer system, you may request a change in your dog's color. Do this by sending the Pom's AKC individual registration form to the AKC indicating the correct color on it and enclosing a check for \$7.00 payable to the AKC. The color will be corrected and a new individual registration will be sent to you.□

Mary Vickers, President AMERICAN POMERANIAN CLUB June 17, 1991

Again, we thank President Vickers for this clarification. If anyone has further questions concerning acceptable colors or registration certificates, contact **The American Kennel Club, Registration Department 919-233-9767**, 8:30 a.m. to 4:30 p.m. EST.

Rounding out my column this month is a poem, written from a dog's point of view, which accurately expresses the sentiments of all who responsibly breed Poms. It appears in our popular department, *Poet's Corner*. My thanks to **Laura Lola** for sharing it with us.

Until August, best of luck to all Pom lovers, and ALL Poms in ALL colors!

Nan Shartel 503 N. Lincoln Condon, OR 97823-0181 503-384-5177

## Poet's Corner

#### FOR SALE TO A GOOD HOME

by Joyce Wright

I was born in the summer a few years ago, Quite why I was born, I'll never know. Some folk owned by mother, decided to breed; No reason I know of, except for their greed.

I know I was hungry, I know I was cold; They sold me quite early at just five weeks old, My number one owners seemed friendly at first; And life was quite nice until my bubble burst.

They started to argue, their marriage split up, and in went the advert: "For sale, 4 month pup." Some more folk arrived, the next ones in line, They treated me kindly and life was just fine.

But Master dropped dead, and she couldn't cope So she sold me again (I'll soon give up hope!). I now had a new home right up in the sky; We went up in the lift fourteen floors high!

The new folk were kind but they left me all day; I was bursting to wee and had nowhere to play. I was boredom, I think, when I chewed up that chair; They agreed I should go as it just wasn't fair.

The next home was good and I thought, "This is it!" They started to show and I won...well, a bit. Then somebody told them I had no bone, and in went the advert: "For sale - to good home."

The next lot were dreadful; they wanted a guard, But I didn't know how, although I tried hard. One night they got burgled and I didn't bark; Tied up in that shed all alone in the dark.

For four months I lay in that cold, dark shed, With only an old paper sack for a bed. A small dish of water all slimy and green; The state I was in, well, it had to be seen!

I longed for destruction, an end to the pain, But some new people came and I went off again. Well, now I'm with Rescue and this home is good, There's walks in the country and lots of good food;

There's kisses and cuddles to greet me each day, and I dread the time they will send me away. But for now here I stand, skin and bone on all fours, PLEASE...don't let ''ME'' happen to any of yours!

> From the English Papillon Club newsletter, Spring 1991

> > Submitted by Laura Lola

## ARLINE TRAGEDIES And Collecting Your Claim Part II of II Continued from June

Deadlines (Statutes of Limitation).

All contracts must come to an end at some time. Did you know that you have not one but TWO deadlines? Some shipping papers state you have X days to file a claim or notify the airline of your loss. You will almost certainly, barring being in a coma or some other impossible situation, automatically lose your claim if you ignore the time limit. That's the first deadline, the easy one, and it is the one you agreed to by contract: it is the maximum time to start the clock running for your request for payment. The second deadline is when your time to get your payment runs out. It is decided by either arbitration rules or state law.

If the contract says that in the event of a dispute (here the language varies quite a bit) the settlement will be done by arbitration, or the contract says that all disagreements are subject to the rules of the International or American Arbitration Association, or the Federal Arbitration Act, or some other language that clearly indicates arbitration, your time limit is usually short. Arbitration can be great - it is faster and much cheaper to settle a dispute in arbitration, and it is enforceable in a court of law. Therefore most arbitration includes a very short time limit from the time of the loss, say for example six months max. And they may mean actually filing suit with the arbitration association, not notifying or filing a claim with a carrier. The time limit is absolute. Even A DAY late is too late.

There is another possibility: silence about deadlines or a statement of what state law will be used for all disputes. Silence means the law of a state will be used. If you cannot tell what the second deadline is, and arbitration is not mentioned, state law provides how much time you have to file suit. Which state's law is a big question, and states vary greatly on this point as to which state's laws are going to be used. It could be the state where the deal was struck or the papers signed, or the state where the accident happened, or the state where the dog was shipped. Frequently the contract **The Pom Reader / July 1991**  states that the laws of a particular state, for example, New York, control. Different states have different statutes of limitation for contracts, and they can vary from months to years. It is your responsibility to act before the time runs out and your claim expires forever. You can guess what I'm going to say next: the only way to find out what you need to do, by what time, is to READ the contract.

Some contracts say *both* state law and *arbitration* applies. Use the shorter arbitration deadline. It is not a trick to confuse you. Carriers put this in the contract so that even in arbitration, if an issue comes up that is not covered by arbitration rules or the Federal Arbitration Act or Title 49 of the U.S. Code (these are the statutes that used to regulate the airline industry and now apply to all airlines that cross state lines) everyone is on notice about which state's laws the arbitration panel will use to decide the issue.

One other possibility is that a final time to resolve the claim is agreed to in the shipping contract. All the more reason to read the contract. Be careful here. If the contract was not signed, or there are other defects that render that contract void, the time limit on your shipping papers might not apply to your case. Instead, your state statute of limitations might be the right time limit. If you are unsure about which is right, pick the shorter time.

I hope you see by now that all contracts are NOT the same and that it is critical to read the contract. I hope that you feel more comfortable in knowing what to look for and understanding that once the tragedy strikes, it is what your actions have been and will be that determine the outcome, determines whether or not you will collect what is owed to you.

#### Getting Extra Help When You Need It

If the airline gives you the frozen shoulder, what then? Say that they are talking to you but you are getting the runaround: you are getting nowhere fast and your deadline is dangerously close. Or maybe they sent you a check for \$50.00 and told you that was all you would get. Or maybe they say they are processing your claim but nothing arrives. Day after day, week after week.

Take heart: a carrier cannot make you agree to not hold them liable if their negligence caused you damage. You did not sign this right away when you filled out the shipping papers. They are generally liable by law for their wrongdoing. But you might lose your right if you do not act. Let me rephrase that: you WILL lose your claim if you do not act. Most carriers have a policy of "don't act until you have to." It's a cost-saving strategy: the more claims not filed in time, the more claims discouraged, the less claims to pay. Nothing personal or conniving here; it's business.

You are still in control of your side of the story. Continue to contact them. To stop is to lose. No one ever loses until he stops trying.

If this is your situation, do not let their policies or incompetence push you past the deadline so they win by default. One thing you might consider if you've been contacting them regularly with no results is to demand that they respond within so many days to your registered letter, then follow up with calls. If you do not hear or get a satisfactory response, you have your answer. Or you might be able to get action with a few wellplaced phone calls. Adopt the attitude that you are running the show (you really are!), and they are only responding (they really are!). When in doubt, ACT.

You may need to take additional steps in time to protect your claim. If you know you must resort to your final option, be it the legal system or arbitration, remember either you or a lawyer must do it in time. An early start can save much time and often a LOT of money. As a general rule, if you have not resolved your claim in several weeks, you might be headed for trouble. Trust your instinct. At the very least, leave about 3 months or more of time before the deadline before you contact a lawyer. Waiting until the week before leaves no time to fix errors or misunderstandings. You could be forced to file expensive legal proceedings or do other *Continued*►

#### AIRLINES continued...

legal work (which the carrier may not have to pay for) because the claim will pass the deadline and expire if expensive legal work is not begun immediately in order to meet the deadline for filing suit or arbitration. I recommend you leave a LOT of time, because often a lawyer can get the airline to settle up without having the expense of a fancy lawsuit. He or she will need time to research your claim, research the law, decide what to do, then do it, and still give the airline time to settle short of a court action.

If you are confused or the carrier tells you that you do not have a claim, remember they have a stake in it and use your own independent judgment. If they were negligent you almost certainly have a good claim. Insist on them telling you WHY they will not honor your claim. Double-check it yourself. Do you agree with them? Did you misunderstand or rely on what they said? Is it ridiculously technical? Something you did? Is there something else they should know and don't? Remember that what they say is their opinion or policy, that their loyalty is to themselves and that how they want you to see the situation should not be a substitute for your own good judgment.

If you are genuinely intimidated, emotionally overblown, unsure, have unusual circumstances, are misled, or just plain want to get a lawyer to take care of this once and for all, or get an expert opinion other than that of the carrier's claims department before you lose your entire claim, there are several ways to go about it. Local and state bar associations have referral lists, or you can ask friends, etc. One of the best ways to connect up with someone you will probably trust is to ask a local church or a group you belong to who their lawyer is and give them a call. Explain your problem and ask which lawyers in your area are experienced in contract law or claims law involving interstate commerce or if they themselves would see you. Instead of worrying what it will cost, ask them what they think it will cost. They EXPECT you to ask.

An effective letter from a good lawyer to the right person telling the carrier why you win and what his options are is a signal you don't fool around and that you intend to collect. Invariably the "until you have to" part of their policy quickly takes hold. They know that if they do not listen closely to why you are entitled and why you are right, THEY may be out some heavy-duty expenses on top of your claim. If you feel shy, remember that you are the loser in all this and that they, not **The Pom Reader / July 1991**  you, should bear the financial burden of their carelessness.

I hope you never need to refer to this. With all the talk, it's easy to forget that carriers do routinely pay their undisputed claims. Your goal is to be one of those clean claims. It is up to you to get what is owed to you and to conduct your affairs so that you are protected by reading, understanding and doing whatever is required by those shipping papers. Don't join the sad group who will lose because they did not read or try to understand the contract, or did not document what they did, or did not act in time. And don't give up if you feel a carrier really pulled a fast one on you, or misled you with words and you trusted them. And I earnestly hope there is not one Pom breeder left in this country who does not vow from this day forward to read and understand his contract obligations.

#### Addendum

I have had some questions from concerned breeders about other aspects about making claims involving animals. The postscript is an answer to those questions I thought most everyone would want to know.

**1. Q:** What if my Pom is too old for breeding? What value then?

A. Please don't wince: federal law under Title 49 of the U.S. Code applies only to animals used for showing, breeding, racing, and other commercial purposes. It is extremely probable that the airline will pay you the lowest tarriff rate they have registered under the federal act if you do not declare the replacement value on your contract. This "bottom" number is currently somewhere around \$7.50 per pound of shipping weight for most carriers. You will not be reimbursed for legal fees, most likely, unless there are some circumstances beyond the loss of your Pom that indicate fraud or intentional wrongdoing, or other egregious circumstance. Emotional distress, pain and suffering, etc., does not apply to pets under the law, just as it does not apply to loss of your human friends when something happens to them. Opt to insure your Pom for a higher value, based on purchase price for a pet of the same quality, plus any expenses you will be out by shipping your Pom, by putting that amount on the declared value line.

**Q.** Why are you saying here that I will only get a price per pound or some other low number, when before you were talking about replacement value?

A. Because all carriers must by law offer you at least two rates: this minimum pound rate, and a replacement value or higher rate. Many pets, freebies from the dog pound, aged

animals, etc., have no commercial value and therefore do not come under the federal law. Because they have no commercial value, even though they are cherished by us all, the minimum rate, price per pound, is what the law requires the airline to pay, and no more, unless you contract for the higher rate. If you fail to put in a value altogether, even for your champions, and there is absolutely no other thing wrong with the transaction (it is signed, there is notice that you can declare a higher value, you were given the opportunity to put in the higher value opion for declared value, and you did not do it) you have just agreed with the airline that you want to be paid by the pound! The replacement value comes in when you have put in a declared value that you can substantiate. For us breeders, a show/breeding Pom is quite expensive compared to a pet price. You will have to substantiate what your Pom is worth. And believe me, anytime someone claims a dog is worth several thousand dollars, it will be challenged because the airlines want to make sure this is not a fraudulent claim (more than fair value) before they pay it. If the value is truly extraordinary, the airline may refuse to use the replacement rate and request you buy separate insurance. If they take your Pom with the extraordinary value, without extra insurance, they have agreed to reimburse you his true worth, provided you can prove it. There are lots of interesting, finely-tuned cases on this subject, so bear in mind this answer is generally what will happen.

**2. Q:** Is this a federal or a state claim? What happens and where?

A: Okay, the "what happens and where" gets complicated fast: if the claim is for more than \$10,000 (declared value on the shipping papers must be this high) and your Pom crossed a state line, suit is filed in federal court. If the claim is for less than \$10,000 and your Pom crossed a state line, it will be tried in state court, but the law you are claiming under is federal law. So you would be using the state court system, and the state judge would use the federal law to decide if you are entitled to recover less than \$10,000 from the airline.

If your Pom did not cross a state line, state law *may* apply, even if it is for more than \$10,000; for example, state law probably applies if that particular airline never does business over a state line *and* is not subject to interstate commerce law. Most states have amended their laws so that they read very much like the federal law. It is brought in your state court, under that particular state law, or if such special laws are not in effect, then under contract law, although in some rare instances it may be brought in tort (in *Continued* 

#### 16 AIRLINES continued...

juries beyond contract damages). These are the types of situations where arbitration is likely to pop up in your contract. If your Pom did not go over a state line, but the airline regularly engages in interstate commerce, then it is probably a federal claim. REMEMBER: this is a general guide and is not intended to substitute for legal advice based on your particular case and its facts!

It is a federal claim if it is brought in federal court, with one exception, diversity, which I won't get into here. It can be either a federal claim or a state claim if brought in state court, as I outlined above. The substantive law, meaning the law you are suing under (the contract laws for bills of lading in interstate commerce), is federal. The procedural law, meaning tha laws that decide which courthouse and court, which town, time limits, what kind of motions you file, etc. and other things that have everything to do with prosecuting a lawsuit and nothing to do with what the airline did, is state law when brought in a state court, and part state and part federal law when brought in federal court. (It does get worse.)

**3. Q**: How do I find out what my statute of limitations (time limit to bring a lawsuit) is?

A: Here is the "do it yourself" method for contracts and wrongs that happened in your home state. Every regional library has state code (state statute) books in the reference section. This is so that every citizen has access to the laws. Find the state law section. At the end of the last book, or in a separate volume, find the "Index." Look up Limitation, or Actions, or Limitation of Actions, or Statutes of Limitation, in the index (hopefully you will also see a reference to federal law brought in a state court), and the index should direct you to the right title and section of your state code. Each state varies a bit, but many say that any claim brought under federal law has x years from the occurrence or discovery of the occurrence to bring an action (lawsuit). Others will say that any claim (lawsuit, action) brought for example on a contract has x years, tort claims y years, etc. You can also call your local courthouse and see if they have a law library open to the public. The librarians there will help you. You probably have a contract claim, so look there for mention of federal actions if you find no index reference to federal claims brought in a state court. To be safe, also look up injury to property, and tort actions. Use the shortest time as your guide if you are going to take action by yourself, or if you are trying to see how much time you have left before you have to go to a lawyer. (This is Chapter Two of Murphy's Law: "If there's anything you can do to fix it wrong, you will.")

4. Q: If the airline rejects my claim, and I feel entitled to collect, what particular terms or situations are most likely to win in a lawsuit?

A: If the contract/bill of lading was not signed by you, or if you were given no opportunity to purchase insurance or opt for a higher valuation than the 'bottom' per pound rate, or if there is a dispute over valuation — extraordinary value when you put a value down, or more than ordinary value, or if you were rushed into signing only after they took possession of your Pom and it was too late to do much about it, then you probably have a good claim.  $\Box$  *Candace McCall* 

Mrs. McCall is a practicing attorney residing in Vienna, Virginia. We thank her for this informative look at one of the dog fancy's most difficult problem areas. JMcG The Pom Reader /July 1991

## UPDATE

#### **TOP TEN EXHIBITORS JANUARY-MAY 1991**

Welcome to **UPDATE**, your monthly rating list of breeders and exhibitors out there winning points in the show ring. As most all serious Pomeranians fanciers are, in one way or another, involved in campaigning their Poms for AKC Championship points, we feel that it is important to keep tabs on this area.

The procedures for tallying the point scale are as follows: Exhibitors are credited with all AKC Championship points won in the calendar year, as published in the AKC Show, Obedience, and Field Trials Awards Book. Only this publications will be used for point credit. Many times the actual show dates will vary from the date of publication (i.e., a September show may not be published until November). The Gazette's calendar year runs from about October of the previous year until September of the present calendar year.

Points are allotted to the REGISTERED OWNER OF THE DOG ON THE DAY OF COMPETITION. **Statistician: Susan Wade**. Any questions concerning **UPDATE** may be addressed to the editor. The following is the listing of the top ten exhibitors as of the above dates of the AKC GAZETTE.

EXHIBITOR	POINTS
E. & C EVANS	37
P. GRIFFIN	35
J. O'NEIL	30
FARMER/KENNEDY	*28
J. YOUNG	*28
RINEHART/EPPS	26
J. CABRERA	24
T. & S. GODDARD	22
S. HANSON	21
L. IVEY	20

\*Tie: placements alphabetical

#### Kilei Pomeronians Offers for your consideration



**Strut** (Pictured at 7 weeks) Orange Male Show prospect.

My thanks to Randy Blackburn, Painter's Poms, for allowing me to purchase Painter's Forever My Girl, a beautiful black & tan daughter of Nabob's Oregon or Bust and Painter's Artist At Pombreden, and a wonderful addition to my kennel.

#### INQUIRIES INVITED.

Kelly Reimschiissel 667 North 550 East American Fork, UT 84003 (801) 756-2092 Ch. Model's Truly A Diamond Ch. Emcee's Solid Gold Diamond ROMX BISS Model's Solid Gold Ch. Millbrook's El Gran Caballero

Ch. Lil Elmo of Point Loma Ch. Millbrook's Suzette Millbrook's White Flaire

Sire: Riders Sungold's Jim Gem Ch. Scotia President Jim Sunray's President Jim Beau Ch. Sunray's Cuple Doll Rider's Jenny-Lyn of Sunray

Palmer's Pepro of Blossom View Rider's Blossom's Lulu Gold Gems Lancerette

Ch. Millbrook's El Gran Caballero Sungold's Hi Lite Penny XXII

Ch. Nabob's Talk of the Town Ch. Sunray's Ambassador ROM Sunray's Mocha Minuet Nabob

Bad Bob's Sunray Mocha Mouse Dam: Painter's Modern Classic

Rap's Rajah Pageant Goldsun's Checkered Tornado Goldsun's Butterfly Suncharm Bad Bob's Christmas Cookie **Ch. Fury's Bullet of Sunray** Sunray's Miss Ora Tan Sunray's Gold 'n Raven

### For Sale...

#### Red/Orange male, whelped 2-22-91. 3 lbs.

Great Elms Bobby Beam Ch. Great Elms Little Timmy Beam Great Elms Sweet Candy Sire: Watts' Little Feisty PDQ Ch. Watts' Little Peter Tan Mo-Best Ch. Watts' Little Ebony of Scotia Watt's Little Crisco of Scotia

Little Black Sambeau II Soucy's Puffy Bear Barton's Rusty Vixen Dam: Soucy's Sugar Bear Ms. Castro's Chipper Bear Soucy's Angel Countess Cute and Cuddly

"Spirit" is offered for sale to a good home. For more information, contact:

Laurie Soucy 6539 Townsend Road, Lot 283 Jacksonville, FL 32244 904-778-9687 or 904-295-5022 Senette Pomeranians Breeders of fine Poms since 1957 4345 Rogers Lake Road • Kannapolis, NC 28081 Phone: (704) 938-2042 K.G. GRIFFITH, Owner



#### Puppies Sired by Ch. Great Elms Beam of Sunshine x Great Elms Annice of Lenette

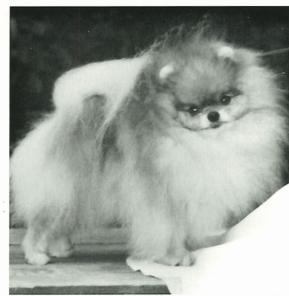
3 Champions standing at stud as well as non-champions.

PUPPIES ARE GENERALLY AVAILABLE AT REASONABLE PRICES. Pets priced from \$250.00, show and breeding stock priced from \$500.00. Please ask for a free copy of our price list.

WE SPECIALIZE IN THE GREAT ELMS BLOODLINE. We do have some Aristic-Bonner & Chesai.

SATISFACTION IS ALWAYS GUARANTEED AT LENETTE. We give a written guarantee with every Pom sold.

## EMCEE'S POMERANIANS



After 18 years and over 60 Champions, we still breed the type that we have always strived to from our CH. EMCEE'S SOLID GOLD DIAMOND and CH. CHIPS OF DIAMOND. INQUIRIES INVITED.

Morris and Betty Carson 9826 Waltham Drive, Richmond, Virginia 23233 (804) 741-3024 17



Sally's

By Sally Baugniet



## Just An Observation...

Judges are encouraged to be NO chairs ringside. positive instead of negative in their judging. With a lifetime of "no" and negative evaluations, it is hard to change to a positive evaluation. A baby learns the word "no" before the word "yes." Being positive takes a deliberate re-training of the Notrained mind. Many of us are trying to re-train our minds, but...pick up a premium list. These are some of the "no's" that pop out at you: NO dogs in the stands. NO exercise pens allowed.

NO crates ringside.

NO chairs under the tent. NO chairs on the show floor. NO crates under the tent.

...and many other "no's" too numerous to mention. I guess negatives are sometimes necessary in our dog show world, just so it doesn't turn out to be ...

NO exhibitors allowed.

NO dogs allowed.

NO DOG SHOW.

A thought for the month: It is easier to find fault than virtue with things, because we look harder for it.

Thought you might get a laugh out of the following:

#### You're Beyond Help When...

The Pom Reader, your income tax refund, and Playboy arrive in the mail and you open The Pom Reader first...

You go to a Disney movie and watch Pluto's gait...

You realize even your pajamas have a bait pocket...

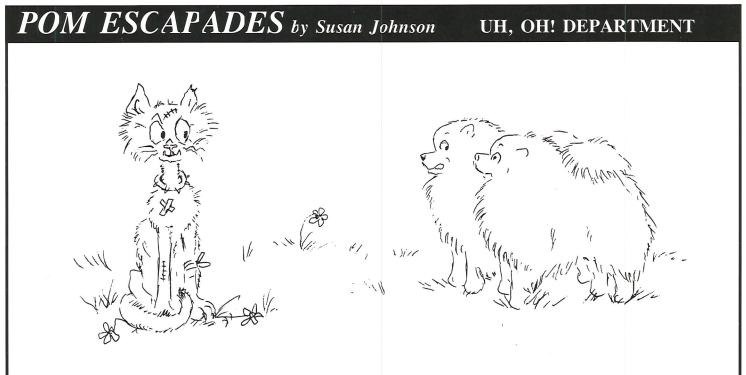
You haven't had a new sports car in your life, but your RV dealer has added a new wing in your name...

Someone tells you that you look like a dog and you thank him for the compliment...

Your long distance phone bill is more than your mortgage...

You don't see anything unusual about the above statements.

Sally Baugniet, 411 S. State Street, Mishicot, WI 54228. Phone or Fax: 414-722-2994



"We've been daring him to come into our yard forever! Why didn't we figure out what we were going to do about it when he finally did?"





## STORK Report

## Report New & Expected Litters: \$1000

#### WHELPED 4-19-91: 2 MALES, 2 FEMALES

Ch. Cedarwood's Image of Diamond Sire: Ch. Merrymont Image Maker Foskey's Foxy Lady

Starfrost Shining Firefly Dam: Starfrost Shining Angel Starfrost Wee Copper Penny please contact: Patti Barnett 316 W. Franklin Whitehall, IL 62092 Tel: 217-374-2539

For more information,



#### **HI POM LOVERS!**

The Dog Days of summer are here - make certain that your pet is protected from the heat and made as cool as possible. We all love our pets and sometimes let them in the car with us. However, consider the fact that the dog should never be left in the car on a hot day. Even if the air conditioner is on there is a possibility that the engine could stop running, leaving you unaware that your pet is in grave danger. While most of us are planning to celebrate the 4th of July holiday by picnic-ing in the back yard, or at the lake, remember that fireworks terrorize and may injure our pets.



HI! Scooter is my name. Mommy tells me I'm so beautiful and she loves me dearly. I told Santa to bring her lots of Christmas things and I had pictures made for her. I am a very good boy and I love my mommy dearly. Her name is Viola Hudson and we live in Thousand Oaks, California.



Our little Gal, **D.D.** was a frightened little dog when she first came home. I didn't think either of us would adjust. Now she's a big mama and thinks she owns me and everyone else. She has such a sweet and loving personality. No one could ask for a more loving mother and a "very proud" one at that. She's  $4\frac{1}{2}$  lbs. of love and sunshine.

Another victim of the Pomeranian Charm...Olive Anderson, Seymour, Tennessee.

Send your pet's photo and description to MY PET, c/o Pam West, 3521 Buckner-Tarsney Rd., Grain Valley, MO 64029. Put name and address on each photo. My Pets published as space permits.





- Apolloette Wild Fire (D), by Ch. Southland's Mr. Extraordinaire x Ch. Apolloette A Unique Pleasure. Breeder: Marlene Presser & Marlin Presser. Owner: Diane L. Finch.
- Ballykin's Orange Roughy (D), by De Artas Foxy Man x Dia's Brandy Bear. Breeder: David A. Hogg. Owner: Renee K. McGrath.
- Baudier Texican Pico Bandito (D), by Ch. Tomboy's Pico Chico x Baudier's Texican Bettina. Breeder: Michael Husband & Erika K. Moureau. Owner: Robert S. Kennedy & Patrick Farmer.
- Great Elms Teaka of Lu-Neals (B), by Ch. Great Elms Timmy Timstopper x Echo's Amber Star Cindee. Breeder-Owner: Louise Sprouse.
- HHH Coming Up Roses (B), by Ch. Tim Sue Just A Lil Moonlight x Ch. HHH Honeysuckle Rose. Breeder-Owner: Peggy Hendricks.

Homesteads Topsy-Turvy (B), by Ch.

Homestead's Spit 'N Polish x Homeatead's Second-Hand Rose. Breeder-Owner: Jean M. Hurley.

Confirmed Champions of Record

ampions

- HHH Terra Cotta Moonlight (B), by Ch. Tim Sue Just A Lil Moonlight x HHH Amanda's A Dream. Breeder: Peggy Hendricks. Owner: W. E. McKinney.
- Janesa's Wee-Paws Pom Express (D), by Ch. Glen Iris Charlemagne x Janesa's Sable. Breeder: Jerrie Freia. Owner: Judy R. O'Neil.
- Lynnwright's Walt Disney (D), by Ch. Bev-Nor's Toasty's Ghostbuster x Ch. Bev-Nor's Lady Diana. Breeder: Donna Lynn Wright & Beverly A. Norris. Owner: Mrs. Nina Berry.
- Merrymont Spring Fever (B), by Ch. Merrymont Sat'Rday Nite Fever x Ch. Great Elms Karen of Lenette. Breeder: Patricia J. Griffin. Owner: S. R. White.
- Odyssey's Lady Rose (B), by Ch. Moonshadows G Wiz Wee-Bad x Moonshadows Tiffany Rose. Breeder: Janet

Porter. Owner: Rachel C. Capps.

June 1991 AKC Gazette

- **Pomada Showstopper Nickie** (D), by Golden Glow Little Guy x Pomada Remember Meme Darling. Breeder-Owner: **Darlene Wilson.**
- Puf-Pride Royal Rendition (D), by Ch. Millamor's Mark Tradition x LLL Bit O Gold Weeun. Breeder: Virginia Dimick & Warren Dinick. Owner: Loretta Smerchek.
- Tim Sue's Just A Short Trip (D), by Tim Sue's Travel Light x Tim Sue's Just A Rose. Breeder: Sue Goddard & Tim Goddard. Owner: Bronya Johnston & Dick Johnston.
- Weeheart's Glen Iris Talisman (D), by Doo-Shay's Mystic MacGuyver x Ch. Wee Heart's Bearly An Angel. Breeder: Molly C. Gray. Owner: Jerrie Freia & Cheryl A. Jackson.
- Whitehaven Gol Nugget Legacy (D), by Ch. Wee Heart's Bit Of Gold Dust x Dia's Chatter Box Bear. Breeder: Sue White. Owner: Benson A. Ray.

Plan now for the September



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"I said NO PHOTOS! I haven't done my hair!" Courtesy Debbie Hall, Union Beach, NJ



"DROP EVERYTHING! The Pom Reader's here!" Courtey Lois Ciliberto, Land O'Lakes, Florida



"I think we hit a snag in our new breeding program!" Hope Blackburn & her pal Lance, Courtesy Nan Shartel, Condon, Oregon The Pom Reader / July 1991

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Photos published as space permits.

# Wee Hearts Poms



Champion Wee Hearts **THAT'S NUFF.** In Limited Showing: 1 Group I 4 Group II 1 Group III

Thank you David Fitzpatrick for super handling of "SNUFFY!"



Champion Wee Hearts ELVIRA. Finished in less than 2 months! Sire: Ch. Wee Heart The Stuff of Dreams Dam: Ch. Wee Hearts Lady In Black

Thank you Manuel Gonzelez & Terry Miller for professional presentation!

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