

COMPANION ANIMAL LAW

# WRITING CONTEST

➡ **FIRST PRIZE: \$2,500**

Second prize: \$500

➡ **OPEN TO ALL  
STUDENTS**

enrolled at ABA-accredited law schools in the U.S.

➡ **SMALL, 8-PAGE  
MINIMUM**

writing requirement

➡ **ENTRIES DUE:  
March 31, 2021**

FOR CONTEST RULES AND TOPICS, GO TO:

**WRITEABOUTANIMALLAW.COM**

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Photo by AKC

**The subject of the paper submitted must be on one of the following topics:**

1. Plaintiffs, the Smith family, took in a stray dog they named “Buster” that had been hanging around their neighborhood for several days. Buster was friendly and made himself right at home. Buster, however, appeared thin and in need of additional veterinary care, so the Smiths took him to a local vet for an exam and treatment of an ear infection. Unfortunately, a few weeks later, Buster accidentally got out of the Smith’s house and ran away. A couple of weeks later, the Smiths found out from a neighbor that the dog was taken in by the Jones family who lived a few blocks over. The Jones family claimed that Buster was actually “Rex” and had been their indoor/outdoor dog since 2016. The Smith family filed a replevin action against Roberta Jones to recover legal possession of Buster, aka Rex. The court referenced the state’s “quasi-interests-based standard” for pets that considers subjective factors, but ultimately found, “that it is time to declare that a pet should no longer be considered ‘personal property’ like a table or car.” Instead, the court used a “best for all concerned” test and found that custody of the dog properly rested with the Joneses because “Buster/Rex” may have “voted with his feet” to return to his home of four years with the defendant and her children.

Not only have you already graduated law school, you’ve also just passed the bar and your excellent credentials have recently landed you a job as a clerk for a noted appellate court judge. The first case the judge has assigned you is an appeal of *Smith v. Jones*. Draft a brief that details your analysis of this case and recommend a holding. In your analysis, in addition to jurisdictional and constitutional precedent, discuss public policy impacts on the traditional legal treatment of animals as property and on the lower court’s ostensible recognition of “Buster/Rex’s” capacity to exercise legal rights as based on your recommendations to the judge. All viewpoints are welcome.

**OR**

2. Under some states’ animal cruelty statutes, a defendant found guilty of certain offenses may be required to forfeit animals that were subject to the offending behavior. Some legislative proposals seek to require that any animal maintained on the real property that the defendant occupied must be forfeited upon conviction, regardless of ownership. Discuss hallmarks of property law as it relates to animal ownership and the administration of criminal justice. Discuss whether it is constitutionally valid to require a person to forfeit an animal they do not have an ownership/proprietary interest in? Discuss any special variations states may have. All viewpoints are welcome.



# **Companion Animal Law Writing Contest**

## **Official Rules:**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

### **1. Eligibility**

Companion Animal Law Writing Contest (the “Contest”) is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old or the age of majority in their jurisdiction of residence, whichever is greater, at the time of entry. Entrants must be enrolled at an ABA-accredited law school in the United States. Employees of The American Kennel Club, Inc. and their respective parents, subsidiaries, affiliates and advertising and promotion agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee (whether or not related) are not eligible. The Contest is subject to federal, state, and local laws and regulations.

### **2. Sponsor**

The Contest is sponsored by The American Kennel Club, Inc. (the “Sponsor”), 101 Park Avenue, New York, NY 10178.

### **3. Agreement to Official Rules and Policies**

By participating, entrant agrees to abide by and be bound by these Official Rules. The decisions of the Sponsor are final and binding in all respects. Winning a prize is contingent upon compliance with these Official Rules and fulfilling all other requirements set forth herein.

### **4. Contest Period**

The Contest begins on August 10, 2020, at 8:00 a.m. ET and ends on March 31, 2021, at 6:00 p.m. ET (the “Contest Period”). Sponsor’s computer is the official time keeping device of this Contest. Entries that are submitted before or after the Contest Period will be disqualified. Entries will be accepted for the duration of the Contest Period.

### **5. How to Enter**

- a. Only previously unpublished, original works created exclusively by the entrant may be entered. **Limit: one (1) entry per person.**
- b. Your submission must include:
  - Cover sheet with the following information:
    - \* Entrant’s full name, address (mail and email), and telephone number
    - \* Name of school and year of study
    - \* Date of submission of paper

- Certification signed by the entrant that the paper submitted is original and has not previously been published in any form.
- c. Entries must be emailed or post-marked no later than 6 p.m. ET on March 31, 2021:
- via email in PDF format to [doglaw@akc.org](mailto:doglaw@akc.org) with the subject line “Law Student Writing Competition;” or
  - via mail to American Kennel Club, 8051 Arco Corporate Drive, Suite 100, Raleigh, NC 27617, Attn: Emily Holmes, Law Student Writing Competition.
- ci. Requirements for entry:
- The subject of the paper submitted must be on **one** of the following topics:

1. Plaintiffs, the Smith family, took in a stray dog they named “Buster” that had been hanging around their neighborhood for several days. Buster was friendly and made himself right at home. Buster, however, appeared thin and in need of additional veterinary care, so the Smiths took him to a local vet for an exam and treatment of an ear infection. Unfortunately, a few weeks later, Buster accidentally got out of the Smith’s house and ran away. A couple of weeks later, the Smiths found out from a neighbor that the dog was taken in by the Jones family who lived a few blocks over. The Jones family claimed that Buster was actually “Rex” and had been their indoor/outdoor dog since 2016. The Smith family filed a replevin action against Roberta Jones to recover legal possession of Buster, aka Rex. The court referenced the state’s “quasi-interests-based standard” for pets that considers subjective factors, but ultimately found, “that it is time to declare that a pet should no longer be considered ‘personal property’ like a table or car.” Instead, the court used a “best for all concerned” test and found that custody of the dog properly rested with the Joneses because “Buster/Rex” may have “voted with his feet” to return to his home of four years with the defendant and her children.

Not only have you already graduated law school, you’ve also just passed the bar and your excellent credentials have recently landed you a job as a clerk for a noted appellate court judge. The first case the judge has assigned you is an appeal of *Smith v. Jones*. Draft a brief that details your analysis of this case and recommend a holding. In your analysis, in addition to jurisdictional and constitutional precedent, discuss public policy impacts on the traditional legal treatment of animals as property and on the lower court’s ostensible recognition of “Buster/Rex’s” capacity to exercise legal rights as based on your recommendations to the judge.

All viewpoints are welcome.

**OR**

2. Under some states’ animal cruelty statutes, a defendant found guilty of certain offenses may be required to forfeit animals that were subject to the offending

behavior. Some legislative proposals seek to require that any animal maintained on the real property that the defendant occupied must be forfeited upon conviction, regardless of ownership. Discuss hallmarks of property law as it relates to animal ownership and the administration of criminal justice. Discuss whether it is constitutionally valid to require a person to forfeit an animal they do not have an ownership/proprietary interest in.

Discuss any special variations states may have. All viewpoints are welcome.

- The paper must be formatted as follows:
    - \* Double-spaced, 8 ½ x 11-inch sized papers with one-inch margins
    - \* Minimum of 8 pages and maximum of 25 pages in length
    - \* Typed in 12-point Times New Roman font
    - \* Single-spaced footnotes (not endnotes) typed in 10-point Times New Roman font
    - \* Proper citation format.
  - The paper submitted must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortious, slanderous, discriminatory in any way or that promotes hatred or harm against any group or person, or otherwise does not comply with the topics and spirit of the Contest.
  - The paper submitted must not contain material that violates, misappropriates or infringes upon any law or regulation or the rights of any third party including, but not limited to, any copyright, trademark or any rights of publicity or privacy, or any other intellectual property or proprietary rights.
- e. Entries that do not comply with all of these requirements will not be accepted.

## **6. Judging Criteria**

Entries will be judged by members of the legal and public policy professions with experience in laws impacting companion animals. The following factors will be considered: demonstrated knowledge of the topic, application of legal principles, effective use of proper authorities, strength of logic and reasoning, originality, and conclusions of future impact. In addition, consideration will be given to technical aspects such as: organization, citations, proper format, and overall clarity.

The decisions of the judges are final.

## **7. License to Use Entries**

By entering the Contest, all entrants grant an irrevocable, unconditional, perpetual, worldwide, non-exclusive license to Sponsor and their respective licensees to reproduce, store, copy, transmit, publish, post, broadcast, distribute, display and create derivative works of and/or otherwise use (without limitation as to when or to the number of times used) each element of an entrants' entry (including, but not limited to, the paper submitted) in connection with the Contest, the promotion of the Contest, and in any other manner at the discretion of the Sponsor in any media now or hereafter known. Entrant waives

intellectual property rights, privacy/publicity rights or other legal or moral rights that might preclude Sponsor's use of any element of the entry, and agrees not to sue or assert any claim against the Sponsors for the use of any element of the entry. Display or publication of any paper on the Sponsor's Web site does not indicate the entrant will be selected as the Grand Prize winner. Sponsor will not be required to pay any consideration or seek any additional approval in connection with use of an entry.

#### **8. First and Second Prizes**

Two prizes will be awarded. The First Prize winner will receive \$2,500. The Second Prize winner will receive \$500. The First Prize and Second Prize winners will be announced on April 30, 2021. The potential winners are subject to verification by Sponsor. Limit: one (1) prize per person. Each prize winner is responsible for all taxes and fees associated with prize receipt and/or use.

#### **9. Prize Winner Notifications**

The potential prize winners will be notified by email at the addresses provided on the entry form. If the potential prize winners cannot be contacted within five (5) days after the date of the first attempt to contact him/her or the prize is returned as undeliverable, the potential prize winners forfeit the prize and Sponsor reserves the right to award the prize to the Second Prize winner (in the case of the First Prize winner forfeiting) and/or another entrant (in the case of the Second Prize winner forfeiting). The potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential prize winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner from among all remaining eligible entries. Only three (3) alternate announcements will be held, after which the prize will remain un-awarded. The prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Contest. By entering the Contest, entrants agree to the use by Sponsor and its designees of their names, statements and photographs/likenesses for advertising and promotional purposes for this and similar promotions, worldwide, and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation except where prohibited by law. Upon request, winner agrees to consent to such request in writing.

#### **10. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest. In the event of termination Sponsor may, in its sole discretion, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate

operation of the Contest may be in violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

### **11. Release and Limitations of Liability**

By participating in the Contest, entrants agree to release, indemnify and hold harmless the Sponsor, and its parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless server provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors in the Official Rules or any other Contest-related materials; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the incorrect downloading of the application, the processing of entries, application downloads or in any Contest-related materials; (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto); or (g) the use of any element of entrant's entry, or the entrant's conduct in submitting an entry or otherwise in connection with this Contest including, but not limited to, claims for trademark infringement, copyright infringement, violation of an individual's right of publicity or right of privacy, or defamation. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, if any, and in no event shall the entrant be entitled to receive attorney fees, disbursements or court costs. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

### **12. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded ("Claims") shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York, NY. All Claims, issues and questions concerning the construction, validity, interpretation and enforceability of these Official

Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of New York and the federal laws of the United States of America without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than New York. Each entrant agrees that: (1) any and all disputes, Claims, and causes of action arising out of, or connected with, this Contest or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Southern District of New York or the appropriate New York state court; (2) any and all claims, judgments and awards shall be limited to the actual cost of entering and participating in the Contest, if any, but in no event including attorneys' fees, disbursements or court costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.

### **13. Collection and Use of Personal Information**

By entering the Contest, entrant agrees to Sponsor's collection, use and disclosure of entrant's personal information as described in Sponsor's Privacy Policy, located at <http://www.akc.org>; and entrants agree that personal data submitted with an entry, including but not limited to name, mailing address, phone number and email address may be collected, processed, shared, disclosed, stored, maintained and otherwise used by Sponsor for the purposes of conducting and administering the Contest; for marketing purposes by the Sponsor if entrant has opted-in to receive marketing communication from Sponsor; and for any other purpose outlined in these Official Rules.

### **14. Winner List**

To request the names of the prize winners, send a self-addressed, stamped envelope to American Kennel Club, Companion Animal Law Writing Contest, 101 Park Avenue, New York, NY 10178. Prize winners list requests will only be accepted after the Contest end date. For the prize winners list, you can also send an email to [doglaw@akc.org](mailto:doglaw@akc.org) with the subject line "Law Student Writing Competition." The prize winners expressly agree to Sponsor's use of their names for this purpose.