



acknowledges that. Ms. Myatt further acknowledges that she was to have transferred possession of the dog given back the Claimant through a neighbour at a meeting which was scheduled for April 26, 2006. For reasons unrelated to the Claimant, that meeting did not take place. Following that, the Claimant made numerous attempts to get in touch with the Defendant but she did not return the calls or communications. I am satisfied that the Claimant in no way “sat on its rights”.

[5] This Court is required by Section 2 of the *Small Claims Court Act* to adjudicate claims “...in accordance with established principles of law and natural justice”. The basic principles of law applicable here is that the Claimant owns the dog in question and gave temporary possession, clearly understood by all, to the Defendant. At no time did the Claimant give any indication that it was giving the dog to the Defendant, to the contrary, all of its communications indicated otherwise.

[6] For these reasons and as stated at the hearing, there is no basis in law that the ownership could be seen to have been transferred from the Claimant to the Defendant. Accordingly, and as stated above, I am ordering that the possession of the dog “Bailey” be returned to the Claimant. In light of the special circumstances here, I am not allowing costs against the Defendant.

**Disposition**

[7] IT IS HEREBY ORDERED that the Defendant, Lisa Myatt, give up possession and deliver to the Claimant herein the dog named “Bailey”.

**Dated** at Halifax, this 2<sup>nd</sup> day of November, 2006.

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**Michael J. O’Hara**  
**Adjudicator**

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