



SMALL CLAIMS TRIBUNAL

(EUROPEAN SMALL CLAIMS PROCEDURE)

ADJUDICATOR ADV. DR. Leontine Calleja LL.D

Sitting of Wednesday, 12th March 2025

Claim Number: 15 / 2024

Christianne Parascandolo

VERSUS

Angelo Lopresti

The Tribunal,

Having seen the Claim Form (Form A) filed by the claimants on the 9th. August, 2024 whereby the same, in line with EC Regulation no. 861/2007, requested the Tribunal to condemn defendant to pay them the sum of two hundred euros (€200) after having paid a deposit of €200 to a dog breeder for a puppy when the mother was pregnant. After the puppies were born she booked a flight to go see the puppies only to be told the day before, that the puppies had died and the breeder refused to return the refund.

Having seen that the although the respondent was notified on the 11th December 2024, he did not file a reply and thus the case was appointed for hearing on the 5th February 2025.

Having taken cognizance of all the acts and after hearing Christianne Parascandolo testify under oath whereby she stated that in the month of February 2024, she had contacted a dog breeder in Sicily, Angelo Lopresti, who had a litter due on the 9th April 2024. She sent a deposit of €200 to the dog breeder on 28th February 2024 via bank transfer copy attached Dok CP1. On 9th April the puppies were born and the breeder sent photos of the puppies, so she booked a flight on the 6th May 2024 at 6.00am (Dok CP2) to go to choose the puppy. On the 5th May 2024 at 8.00pm she received a phone call from the breeder, who informed her that the puppies were dying. It was too late to change plans as they had taken leave from work and made all arrangements, so they decided to go just the same. When she arrived at the breeder's house, he only had black labrador puppies however since her husband wanted a golden one they did not choose one of them. He showed her the dead puppy that was meant to be for her, which was too small to have been four weeks old. Her children were very disappointed and after she went back home she asked the breeder to return the deposit. He refused because he said that he will soon have another litter. However she didn't want to wait any longer as she had planned that the children will be on holiday

when they got a puppy and so she contacted another breeder who had a puppy available in July 2024. Although she asked the breeder again to return her deposit this was refused as can be seen from conversation a copy of which is presented and marked as Dok CP5.

Documentation was presented showing the conversation between the parties via WhatsApp and by e mail.

The Tribunal considers:

That from the attached documentation, it results that the plaintiff was justified in requesting the deposit back and in fact she had made all arrangements to go to Sicily and it was the breeder who could not honour the agreement between them to provide her with a puppy.

Thus the Tribunal orders the defendant to reimburse the pay the plaintiff the sum of two hundred euro (€200) which she had paid him as a deposit. The Tribunal also orders the defendant pay all costs of proceedings.

Finally, the Tribunal orders that a copy of this judgment is served upon the parties in terms of Article 13 of EC Regulation no. 861/2007.

Avukat, Leontine Calleja LL.D.

Adjudicator