



Splitting up in Massachusetts: Who Keeps the Pet?

Who gets custody of “Teddy Bear”? That question was answered in recent decision of the Massachusetts Appeals Court regarding the ownership of Teddy Bear, a Pomeranian dog. *Lyman v. Lanser*, 103 Mass. App. Ct. 787 (2024). In its ruling, which granted joint custody of Teddy Bear to an unmarried couple who had split up, the court relied upon important principles of contract law which extend far beyond the specific facts of the case.

A couple had together purchased the dog named Teddy Bear while they were dating. They evenly split the cost of buying the pet and orally agreed that if they ever broke up, they would share the dog equally. Three years after acquiring the pet, the couple called it quits on their relationship. In the immediate aftermath of the breakup, the now-ex boyfriend and girlfriend exchanged the pet weekly. Over time, however, the girlfriend took over much of the care of the pet and the couple agreed to temporarily suspend the sharing agreement while the pet got acclimated to her new home. The girlfriend then cut off all contact with her ex-boyfriend and refused to allow him access to the pet.

The jilted ex-boyfriend filed an action in Superior Court for conversion and breach of contract, and sought an order of specific performance to

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Marc Laredo

Marc Laredo published a Case Comment in the Massachusetts Law Review about the SJC’s recent decision covering free speech and the rights to assembly.



Payal Salsburg

Payal Salsburg is appointed by the Justices of the Supreme Judicial Court to serve a three-year term on the Standing Committee on Lawyer Well-Being.

Payal Salsburg was quoted in a Bloomberg Law Article on Massachusetts Simplified Anti-SLAPP Protocol for Retaliatory Suits.



Darshana Indira

Darshana Indira presented as a panelist in “Bias, Barriers, and Belonging” at UMass Dartmouth Law School.



Jessica Conklin

Jessica Conklin presented as a panelist for an MCLE New England Program on emerging issues in Title IX Compliance, Investigations, and Litigation.

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require his ex-girlfriend to abide by their oral agreement and give him equal custody of the pet. In doing so, the ex-boyfriend did not seek monetary relief, as that was insufficient to compensate him for the loss of the pet's companionship.

The Superior Court judge ruled that the couple had made a binding agreement: each paying half the price of the pet; expressing their intent to share custody of the pet; and acting on that intent by exchanging the pet weekly for several months. The judge therefore ruled that the couple should have the pet for alternating two-week periods.

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The Appeals Court agreed, holding that the ruling was supported by principles of property and contract law. The court found "no reason... why tenants in common may not make enforceable agreements regarding their rights vis-à-vis each other to possess and use their property" and added that lower court was not asked to determine whether the parties should share possession of the pet, but rather to enforce the couple's own pre-existing agreement. That the couples' contract was oral and lacking in specifics did not prevent it from being an enforceable contract.



The Appeals Court also agreed that it was reasonable to require specific performance, rather than award monetary damages. While in many cases, a monetary value can be set on personal property, items such as family heirlooms and domestic animals are difficult to value or have value not captured by solely by what one would pay for them in an arm's length transaction.

This case is an important reminder that, in many situations, an oral agreement is enforceable, and parties therefore are wise to document their verbal understandings in a written agreement and carefully consider what happens when their relationship dissolves. It also demonstrates the equitable powers of courts to provide a remedy when monetary damages will not make a party whole. For Teddy Bear's owners, their decision to buy a pet together and agreement to share the pet if they parted ways, means that after incurring considerable time and expense, they will be involved with one another for years to come. In hindsight, this is probably not the outcome they would have wanted.