

In the Training Disputes Tribunal  
at Melbourne

Between

John NOBLETT (“the owner”)

and

Robert BLACKER (“the trainer”)

Before:

D. G. BROOKES SC

Member Training Disputes Tribunal

28 May & 4 June 2024

## DECISION

1. Pursuant to Division 3 LR 9A(4), Training Disputes Tribunal Rules, the Chair at the Training Disputes Tribunal has delegated me to constitute the Tribunal to hear and determine the dispute between John NOBLETT (“the owner”) and Rob BLACKER (“the trainer”).
2. The issues between the parties are, first, constituted by a number of documents being:
  - a) “Dispute Notice Form” dated 30/1/2024, with respect to monies owing to the trainer concerning “Prince Leo” and the establishment of “any rights (the owner) may have in relation to Prince Leo, the leased horse.”
  - b) “Enforcement Action Application Form” issued by the trainer, dated 1 February 2024, seeking relief with respect to 5 invoices, relating to training and other fees, for 5 horses for December 2023. The 5 horses are named:

i)	Ace High	-	\$169.50
ii)	Prince Leo	-	\$519.50
iii)	Hide Your Assets	-	\$322.65
iv)	Dundeel/Barchetta filly	-	\$357.00
v)	Just Speed	-	\$2,425.05

- c) "Dispute Notice Form" issued by the owner dated 27 February 2024, seeking relief with respect to invoices regarding fees owing for the 5 horses for December 2023, and January 2024, and the trainers alleged refusal, to allow the owner to collect his horses.
- d) "Notice of Election of Hearing Form", issued by the owner, dated 7 March 2024, with respect to "Just Speed and Dundee/Barchetta filly", seeking relief with respect to c) above, together with invoices dated "31/12/2023, 31/1/2024 and 22/2/2024". The notice also called into question the owner's liability to pay on an invoice dated 24/03/2024 concerning a "Breaking fee for Hide Your Assets, March 2023.
- e) An email dated "24/02/24" from the owner to the trainer, in what the owner requested that "none of the horses in (the trainer's) care be trained any further, and that (the trainer) send the horses to an "agistment place" of the trainer's choice, and that the owner understands "this will be a cost to us to do this".
- f) An email dated "3<sup>rd</sup> March 2024" from the owner to the trainer, in which certain proposals were advanced to resolve the issues between them. Therein it was proposed, amongst other matters that:
  - i) The trainer's 10% share of Just Speed be assigned to the owner, and the owner's 10% share of Ace High be assigned to the trainer.
  - ii) The owner would charge the trainer the "agreed daily rate" for the 4 horses in (the owners) care.
  - iii) The owner would pay the agistment fee detailed in the trainer's "fee notice dated 1 February 2023".
  - iv) The owner would pay the December '23 invoice for Dundee at \$238, Just Speed at \$2,425.25, Ace High at \$169.50, Hide Your Assets at \$322.65. The fee for Prince Leo at \$877.50 would be held in abeyance pending determination of the owner's "rights and interests" in the horse.
  - v) The \$2,640 breaking fee for Hold Your Assets would have to be determined under the "TOR dispute Process".
  - vi) The owner would pay the January '24 invoices for Dundee filly at \$3,345.34, Just Speed at \$3,170.07 and Ace High at \$143.20.
  - vii) The owner would pay training fees for Dundee and Just Speed, until termination of the contract pursuant to e) above at \$99/day for the 6 days in February '24 and thereafter agistment fees at \$44/day.
  - viii) The owner would continue to pay agistment fees for Dundee and Just Speed at \$44/day in March '24 until the then proposed settlement date at 6 March 2024.

3. Needless to say the matter did not resolve and the matter proceeded before me on “all issues” between the parties.
4. One of these issues included the purported sale by the trainer of the Dundeel/Barchetta filly to one “Danny Straford” for \$15,000, with a deposit apparently paid of \$10,000. This transaction was conducted whilst all the matters recited above were in dispute and the owner has vigorously resisted the transaction being perfected by the relevant authorities.
5. In those circumstances, both the trainer and the Manager of the Compliance Assurance Team, contacted Mr Straford to enquire whether he wished to be heard with respect to the ownership of the filly. Ultimately the Manager forwarded to Mr Straford an email dated 30 May 2024 at 1.35pm in the following terms:

*“Hi Danny,*

*Thanks for your time today.*

*I can confirm our conversation today in relation to your purchase of the Dundeel/Barchetta filly (the horse). This email is to confirm that you do not wish to be heard by the Chairman of the Trainers Dispute Tribunal (TDT) and the ultimate ownership of the horse will be decided by the Chairman of the TDT. The Chairman of the TDT will also make an ultimate determination in relation to the monies owing for the training of that horse and the monies paid by yourself.*

*Kind regards, Rhys*

*Rhys Melville*

*Manager - Compliance Assurance Team.*

## **6. Background to the dispute.**

The owner and the trainer had been conducting an association for some 2 years prior to January this year. The owner received an invoice dated 31 December 2023 and on 8 January 2024 the owner contacted the trainer’s manager, his wife Crystal, and requested a meeting to discuss “a couple of issues” with respect to the invoices. Apparently both the owner and the trainer “became busy” and were to arrange a time to catch up. In any event before the owner and the trainer could arrange a mutual time to meet a telephone conversation between the owner and Crystal on 12 January 2024 led unfortunately to a permanent break in the arrangement which has led to the hearing.

7. In essence, the parties agree that the training fees for the relevant horses were \$99/day until January ’24. The trainer gave notice in

December '23 that the daily rate would increase to \$114.50/day. When the horses were not in training an agistment fee of \$27/day was charged together with ancillary charges, for example, a hoof trim at \$80.

8. Although the trainer invoiced the owner for training fees for Just Speed and Dundeel beyond 6/2/24, I find that the training contract was terminated at the time and the horses were thereafter subject to the agistment/box fee of \$44/day.
9. Dundeel was either 85% or 90% beneficially owned by the owner. It had been purchased for an "all up" fee of between \$50,000 and \$60,000. The owner disputes that a sale of \$15,000 is not in accordance with the filly's value and wants any purported sale rescinded. In my view the fair way is for the trainer, the owner and Mr Straford to be put back in their original positions subject to the trainer being paid a proper amount pursuant to the invoices and for Mr Straford to be reimbursed the \$10,000 by the trainer.
10. With respect to Prince Leo, it seems, on the evidence that the horse was leased from a New Zealand owner in August 2023. Apparently there was a verbal agreement that the owner would take 50% and the trainer would take 50% of the lease. No formal agreement, or registration, was entered into, but both parties acted in accordance with the verbal agreement for a lease. Each party paid 50% to the lessor, and each paid 50% transport costs, plus 50% of ongoing costs to train and maintain the horse. The venture has not been successful up until the present time and prima facie the owner is still liable for his 50% of ongoing fees, subject to the agreement for the lease coming to an end. There is apparently no residual value in the horse as it is to be returned to its owner at the completion of the lease which was perhaps for 3 years. Doing the best I can, it would appear that there is no ongoing charge to the owner beyond April '24 and this time should be considered the discharge date of the Agreement for a lease with no further ongoing liability to the owner.
11. Therefore, it would appear that the amounts owing to the trainer are as follows:
  - a) Just Speed

Dec'23	-	\$2,425.05	(agreed)
Jan'24	-	\$3,170.07	(agreed)
Feb'24	-	\$687.00	
7 Feb-30 Jun	-	\$6,380.00	145 days@\$44/day
TOTAL		\$12,662.12	

b) Dundee			
Dec'23	-	\$357.00	
Jan'24	-	\$3,385.34	
Feb'24	-	\$687.00	
7 Feb-30 Jun	-	\$6,380.00	145 days@44/day
TOTAL		\$10,752.34	

c) Ace High			
Dec'23	-	\$169.50	
Jan'24	-	-	
Feb'24	-	\$252.32	
Mar'24	-	\$127.90	
Apr'24	-	\$99.00	
TOTAL		\$648.72	

d) Prince Leo			
Dec'23	-	\$877.50	
Jan'24	-	-	
Feb'24	-	\$1,946.58	
Mar'24	-	\$1,275.04	
Apr'24	-	\$776.50	
TOTAL		\$4,875.62	

e) Hide Your Assets			
Dec'23	-	\$322.65	
Breaking fee-		\$2,400.00	
TOTAL		\$2,722.65	
TOTAL		\$31,658.45	

12. The amounts owing to the owner are as follows:

a) 4 horses @\$25/day each	-	\$100 x 145 days
TOTAL		\$14,500

13. The net amount owing to the trainer is therefore

TOTAL OWING \$17,158.45

14. I find that the breaking fee, notwithstanding the late invoice was incurred by the trainer and was essential to the training of the horse for which the owner voluntarily paid, and it is therefore equitable that the owner should pay this fee.

15. I will reserve ability to apply to the Tribunal prior to 30 June, in case there was arithmetical or other obvious errors.
16. Subject to that proviso, I would make the following orders and declarations.
- i) The owner pay to the trainer the sum of \$17,158.45 for amounts owing to 30 June '24.
  - ii) The owner is liable for his 50% share in the agreement for a lease of Prince Leo until 11 April 2024.
  - iii) Both the owner and the trainer do all things necessary for the trainer to transfer his 10% interest in Just Speed to the owner and for the owner to transfer his 10% interest in Ace High to the trainer.
  - iv) Upon payment of the amount pursuant to i) herein, the trainer do all things necessary to transfer ownership of the Dundee filly to the owner.
  - v) The trainer reimburse Danny Straford any sums paid by the latter to him on account of the Dundee filly sale.
  - vi) Possession of Just Speed and the Dundee filly to be granted to the owner upon his release to the trainer of the latter's 4 horses currently in his possession, and upon payment of the sum in i) above.

**Dated 25 June 2024**

**Member - Training Disputes  
Tribunal**

**D.G. BROOKES SC**