

LOCKEN'S AGREEMENT

DE LA MISE EN VENTE D'OBJETS

ACTION FOR RECOVERY OF FEES. A jockey went into the King's Bench Division on Tuesday 19 to complain that he had signed a "blank sheet of paper, and later had it presented to him as an agreement to ride only for two men and to relinquish all fees."

The case was heard by Mr. George Gully, a trainer and owner of racehorses, of Nepote Lodge, Findon, Sussex. For riding between March, 1908, and September, 1910, the jockey, Fred Coleman, said he was entitled to £183/8/-.

In 1902 Coleman, who was then sixteen years of age, was said his contract with Coleman & Co. terminated in 1907 he went to France for a few months. In June, 1908, he returned to Mr Gully as stable boy at 7 per week wages. He remained there until January 1909 he had become a skilful rider, and Mr Gully thought it desirable to put him into some races as a jockey.

"For the first time," said Mr. Hunt racing rule, a stable boy can ride for one week without being registered at Wootenbury." As Mr Gully desired him to continue riding, it became necessary to sign a blank sheet of paper containing day. The day before, a Sunday, Mr Gully asked him whether he would like to ride at Lingfield. He replied "Yes," he would be glad to ride. He then signed a blank sheet of paper which was to be an application for registration. He later found this upon the sheet in Mr Gully's handwriting:

"I, Frederick Coleman, of G. G. Gully and Captain L. S. Denny. I also agree for all fees earned by me to be paid to Mr. G. G. Gully. I also agree not to make any application for my name to leave G. G. Gully's service under the termination of the above agreement or by special permission of G. G. Gully. G. G. Gully to pay E. Coleman 7 per week wages and board and lodgings."

BROKE TRIN WINNERS.

This agreement contained no provision enabling Mr Gully to keep riding fees if Coleman would not ride. It merely stated that certain cheques were paid to Coleman by Mr Gully, and Coleman's case was that these cheques were paid by request on account of racing fees. The defence was that they were cheques to encourage him.

In September, 1910, Coleman left the defendant's employment, and then made an application for racing fees. One letter he asked for £154 for riding ridden 46 losers and 10 winners for you." The following was Mr Gully's reply:

"Fred—Your letter just received. I should say you have been mixing with bad company lately. You should be thoroughly ashamed of yourself for writing such a letter. Such a letter by a man who has been a professional rider is a disgrace. I could never have believed you capable of attempting such a thing."

When he went for his holidays in June, the jockey told the court, Mr Gully called him back to work, and then asked for his fees, and Mr Gully replied, "You have had several cheques from me, it belongs to you, but I don't want them. Go away."

Cross-examined. The lieutenants on the back of which was the information that he was entitled to his fees unless there was an agreement, had been in his possession since June, 1909.

"I did not see any stable boys wishing to become jockeys to ride for 12 months free for their trainer?—Quite likely, but I did not know anybody who did."

"You say that from March till May you rode your first mount, you were paid exactly the same fee as the best jockey in the land?"—I do.

Whenever you rode a good race for me, I gave you £100. When Mr Gully was training, did you not notice that he had had tips from Mr Gordon for riding winners?

Under the rules it is not a jockey's tip to give a horse a good race. Yes; but I did not know its value at the time.

"Mr Butler," Coleman said, "told me I should be a fool if I did not get my money." He had heard that Mr Butler was a good trainer, and he did not believe all he heard. He rode three races for owners whose horses were not trained by Mr Gully—that was without Mr Gully's permission.

ANOTHER BLANK SHEET.

From the office of Messrs Wattey and Colville, official agents for the National Hunt Committee, Mr J. J. Colville proved that it was provided in the rules that jockeys in all steeplechases were to receive their fees in the absence of any agreement.

Counsel for the defence declared the story of the blank sheet of paper was an invention. The facts were that a meeting of the committee was held in Mr Gully's jockey met with an accident, and wishing to give Coleman a chance, he drew up the agreement which was signed on March 12, the day after the accident occurred at the Gatwick meeting. Coleman was anxious to ride, as were all stableboys—as anxious as counsel to get the first trial, and there was not a stableboy in the country who would have been delighted to sign the agreement to ride free for a year. It was inconceivable that Mr Gully should resort to a conspiracy with other stableboys to jump at such a chance.

Mr Gully, counsel added, had never received one penny of the money the jockey claimed. He had refused the agreement, the owners of the horse he was training paid him no fees for her rider. He was riding free for neither.

Mr Gully, in his cross-examination, declared the document dated March 12 was written out in Coleman's presence. A jockey named Harland, who also gave evidence of having ridden free for Gully, said he saw Coleman when he signed a piece of blank paper which he understood was to be an agreement to ride free.

Then G. C. Nugent said he gave Coleman tips on occasions when he rode winners for him.

His lordship, summing up, pointed out that there was a serious case, because if what the plaintiff alleged was true, Mr Gully had been guilty of a wicked fraud, whereas if what Mr Gully said was true, then it was difficult to see how the plaintiff was not committing deliberate perjury.

After a long retirement, the jury intimated that they could not agree. They retired, and, in reply to questions put by the judge, the learned counsel for plaintiff signed was a blank sheet of paper, which he thought was improper.