and see the races, a representation which the parties could not get rid of by saying that the contract was invalid.

His Honor asked how it could be contended that the defendants had not the right to expel the plaintiff when judgment went against plaintiff in "Wood v. Leadbitter?"

Mr. Hesketh contended that the case was different, and that the right of action did lie in this case. On the question of estoppal, he quoted the case "Alderson v. Maddison" (5 Exchequer Div., p. 296) as to promises and their effect. He submitted that the fifth question, whether the committee or stewards had power to revoke the leave granted by the issue of the ticket unless the holder of the ticket breaks some of the conditions on the ticket, must be answered in the negative, and he submitted that the committee or stewards had no power to revoke it.

Mr. Cooper said he had only a few words to add to what Mr. Hesketh had stated. His learned friend had made it abundantly clear that plaintiff had not committed any breach of the conditions of the ticket, and also that he was not subject to the rules of the club. The reason alleged for his expulsion was not that he had committed any breach of the conditions on the ticket, but that he had been a defaulter. He then proceeded to show how this case differed from that of "Wood v. Leadbitter." In the latter the action was brought against a policeman, but had the action been brought against Lord Eglinton or the stewards of the Doncaster races the result would probably have been different, and the action was for trespass on Wood's body, not for breach of contract. The judges did not say he had no right of action or a remedy and they left that an open matter, and in fact seemed to intimate that there was a right of action but the plaintiff had taken the wrong one. Here the action was brought for breach of contract. He further submitted that the measure of damages should not be the return of the money paid but damages for loss of pleasure or enjoyment to be assessed by a jury. As to whether there was a sufficient contra[redacted] the Statute of Frauds, he co[redacted] that the ticket was sufficient to des[redacted] parties. It was issued by the Au[redacted] Trotting Club to "holder," which [redacted]as equivalent to "bearer," and the parties were sufficiently designated, and there were thus all the requisites of a contract.

His Honor said the question was not so much as to whether there was a contract or not, but whether the stewards had power to revoke it.

Mr. Cooper submitted that they had not. The question had been left open by the judges in the case of "Wood v. Leadbitter."

Mr. Cotter opened for the defendants, and said he would take the arguments in the reverse order commencing with question 5. He had listened to the ingenious arguments of his learned friends, but they had not produced a single authority. They asked His Honor to override the Statute of Frauds. He had searched for any authority for a ground for an action for damages in a case like this, other than for a refund of the purchase money. Could his friends, he asked, produce any authority to show that a man could bring an action for damages because he had not his contract legally evidenced? He contended that no misrepresentation had been shown. The [redacted]"Wood v. Leadbitter," [redacted]him, actually [redacted]rned judges [redacted]was bad, [redacted]tiff to [redacted]then, [redacted]a con- [redacted]dmitted [redacted]sement— [redacted]he docu- [redacted]he name [redacted]could not [redacted]an case- [redacted]on the other side had carefully refrained from referring to the ticket as a deed, but they referred to it as a contract.

Mr. Cotter contended that it would be absurd to suppose that if a contract which required to be by deed was [redacted]so, it would give a right of action for damages, because a verbal agreement was not carried out. He quoted the case "Carrington v. Roots" (2 Welsby, p. 248) in support of his argument. As regarded the question of the Statute of Frauds, he contended that that statute had not been [redacted]there was no contract. [redacted]ber of authorities on [redacted]and then urged that the word "holder" on the ticket was not sufficient identification or authentication. He also contended that "Auckland Trotting Club" on the ticket was not sufficient, that the property was only defined by the word "course," not defining where the course was; and the name "Auckland Trotting Club Spring Meeting," was not put there as a signature, but to identify the meeting.

The Court then adjourned till the following day.

On resuming on Thursday morning Mr. Cotter continued his argument by quoting authorities to show that a general description such as the word "holder" on the ticket was not sufficient to make a valid deed, and that parole evidence could not be admitted for identification, as that would practically override the Statute of Frauds.

His Honor said that since the previous day's argument he had carefully examined the ticket, and found that it did not go even that far against Mr. Cotter, for the heading of the ticket was "Auckland Trotting Club Spring Meeting." There was no stop between the words "Club" and "Spring," so that the signature, if it was a signature at all, was not "Auckland Trotting Club," but "Auckland Trotting Club Spring Meeting."

Mr. Cotter went on to cite a number of other cases to show that the word "course" on the ticket was insufficient description of the property, even if "Auckland Trotting Club" was taken as a signature. He then dealt with questions numbered 1, 2, and 3, and said defendents sued were not an incorporated body, but they were private individuals and were sued as such, and therefore the case "*Re* Victorian Trotting Club" was not applicable, for that was a public ground, while Potter's Paddock was a private ground, on which Mr. Blaikie had no inherent right to go, and it was, furthermore, within the power of the defendants to make what regulations they chose for the control of persons who may go on that ground. He admitted that they could *not* come to any Court and enforce the fine of £5, but they could in default of payment prevent Mr. Blaikie from coming to their meetings, and they sent a notice to Mr. Blaikie that unless the fine of £5 was paid within a certain date he would be declared a defaulter. He therefore knew at the time he bought that ticket that he was a defaulter, and the ticket itself expressly stated that no defaulter would be admitted to the course.

His Honor said that he was against Mr. Cotter in this matter, for a man could not be called a defaulter for non-payment of a fine which could not be recovered.

Mr. Cotter said he was a defalter in accordance with their rules, although these rules might be arbitrary, and the plaintiff knew the sense in which the term "defaulter" was used in them.

His Honor said it was not pleaded that plaintiff had received notice that he was a defaulter, only that he had been fined £5 for a breach of the rules of the club.

Mr. Cotter said that after being fined he had made default in payment, and was therefore a defaulter within the meaning of the rules. He quoted authorities which he contended showed that the payment of money did not entitle the person paying it to an action for damages on a contract, although he might sue for money had and received, and he admitted that directly they excluded Mr. Blaikie he was entitled to the money he had paid for admission.

Mr. Whitaker followed briefly on the same side, contending that the Court was bound by the decision in "Wood v. Leadbitter," and that nothing could be found in the books able to distinguish that case from the present one.

Mr. Hesketh, in replying, submitted that plaintiff had made no default nor broken any rule, and according to the ruling in the case *re* the Victorian Trotting Club, the present defendants having sold a ticket to the plaintiff entitling him to admission to the course, they had no power to exclude him except for a breach of the conditions contained on the ticket (or the regulations in the Victorian case), and this ruling was confirmed on appeal. He cited several authorities as to parole contracts. He contended that they were not void by Section 4 of the Statute of Frauds, and although they could not be enforced, still the liability to performance of the contract remained, while in this case there was an informal contract and partial execution, for plaintiff paid his money and was allowed to go on the course.

His Honor said counsel asked him to override the law in "Wood and Leadbitter," which it was not at all likely he should do.

Mr. Hesketh submitted that there having been a fulfilment of the informal contract, the Statute of Frauds did not apply, and therefore the case did not come under "Wood v. Leadbitter."

His Honor said he had not much difficulty in forming an opinion in this case, but it would, perhaps, be more convenient if he took time to consider his judgment, as several important cases had been quoted.

The Court then rose.

As the case of "Wood v. Leadbitter" was so often referred to in the course of the above argument we extract the following thereanent from Admiral Rous' world-famous book "The Laws and Practice of Horse Racing":—

"As a general rule, it may be taken that during the days of racing, the race-course and enclosures are in the legal possession of the stewards, and that they have, for all purposes connected with the races, the authority of the owner of the ground to order off every person whose removal they deem desirable.

The purchase of a ticket for the enclosure gives the holder of it *no legal right* to remain there after he has been warned to depart; and if he refuses to quit he may be removed with such force (*but no more*) as is necessary for his removal: see "Wood v. Leadbitter," 13 Meeson & Welsby, 838, which was an action by the plaintiff Wood against Leadbitter, the defendant, for removing him from the inclosure attached to the grand stand at Doncaster. It was proved that Lord Eglinton was steward of the races there in 1843; that the plaintiff had purchased a guinea ticket for the stand and enclosure for the week; and that, while the races were going on, he, being in the enclosure, was ordered by the defendant, who had the authority of Lord Eglinton for that purpose, to depart. He refused to go; whereupon, the defendant, using no unnecessary violence, turned him out without returning the guinea. It was held by the present Lord Chancellor, then Baron Rolfe, who tried the cause, and afterwards by the full Court of Exchequer, that the right conferred by the ticket was a *mere license* to remain in the inclosure *until it was revoked*. That Lord Eglinton had the power to revoke it at any moment; that having done so, the plaintiff's right to remain in the enclosure was at an end; and that, as he had refused to depart, he was legally ejected.

The grounds upon which that decision was arrived at it is not necessary, nor would it be useful in this work to discuss. It is sufficient to say that so was the law laid down and so it is."

Amid the Thoroughbreds

[By "Sir Launcelot."]

Another very pleasant afternoon's ramble fell to my good fortune on Saturday last. This time the scene of my reconnoitre was Wapiti, the estate of Major George, and the present home of that warrior of equine warriors Nelson. Taking train to Remuera, a few minutes walk brought me to Epsom, where I found Major George busy among his beautiful flowers, but he at once laid his horticultural implements aside and proceeded to show me the equine beauties which grace his establishment. As we walked down to the stables Pegasus and Heart of Oak were returning from exercise, and in accordance with the Major's instructions were pulled up so that we might have a look at them. Of Pegasus, the two-year-old son of Nelson and Raglan's dam Tenambra, I had previously heard glowing accounts, and I was not disappointed. He is a fine upstanding chestnut with great bone, long massive quarters, big hocks and knees, and a good one both to look at in front and to follow—altogether a tip-top specimen of a thoroughbred youngster. He is well forward, but will not, I understand, be seen out at the A.R.C.'s First Spring Meeting. Heart of Oak is also two years old, and is by Nelson out of the imported King Tom mare Corcyra (dam of Alcinous and Bay King). She, too, is a chestnut—old Nelson brands all his stock with his colour, and that is no small recommendation—but though she shows a good deal of quality she does not possess the substance of Pegasus, and is somewhat on the leg. Opening the door of an adjacent box, "Here is another nice two-year-old," said Major George, and I at once recognised the hero of a hundred fights—Nelson. The son of King Cole and My Idea looks as lively as a kitten, and as fresh as a two-year-old—in short, he seems ready to go into training to-morrow, and to prove quite equal to winning many a big stake. He has altered, according to my recollection, very little since the time when I last saw him run. I have said above that Nelson put his own colours on all his stock, and I might add that he also gives them all his great bone and a good deal of his power and size. If he only infuses into them his own indomitable heart, great speed and staying powers, his owner and theirs will have cause to congratulate themselves. The old fellow has been by no means overtaxed, for last season Major George only allowed him a very small number of mares outside his own, and this season he intends to limit him strictly to the mares that are his own property, with the exception that he will take the mares that came to the horse last season and no others. After I had lingered long admiring Nelson, I was shown Calvi, his three-year old daughter out of The Maid (dam of Vendetta and The Workman). This filly shows quality, is a well-topped 'un, with plenty of length, with a back as level as a billiard table; but she stands rather straight in front. She never started last season, being thrown out of work by her owner because he had too many of her age in hand. Her contemporary, Nile, who was in the next box, is by Nelson out of Florence. He, too, was unlucky last season. He only ran once, when he was unplaced behind Brown Alice in the Juvenile Plate at the A.R.C.'s First Spring Meeting. He is a big raw-boned young gentleman that will be served by time, I should say. "Now to show you my N.Z. Cup candidate," said the Major, and I received my first introduction to Coalscuttle, the five-year-old daughter of King Cole and Florence. If good looks are the best credentials for a New Zealand Cup winner, then can this mare assuredly have no show therein, for her breeding and performances could never be guaged by her appearance. You could hang your hat on her points "she is full of points," as readers of *Punch* will remember was a horse described in one of John Leech's inimitable sketches. At 7.2 she is not badly treated in the New Zealand Cup—in fact she was one of the eight I selected as best in when I reviewed the handicap in these columns. She, St. Hippo, and Morion will not make up a bad trio to represent Auckland in the C.J.C.'s thousand pounder. Major George has had more than one try for the New Zealand Cup, but it will be a long time before he has a representative that will put up such a brilliant performance in the race as did Nelson in 1886, when with 9.10 he was beaten a length only by Spade Guinea who was getting exactly 3st. from him, and she was no bad mare as after events proved. However, if Coalscuttle goes on satisfactorily in her training—and she looks well on it now—I think she will be close handy in the N.Z. Cup when the distance post is reached even though she do not quite stay out the journey. "From post to paddock" is an easy transition state for the thoroughbreds, and for my part I love nothing better than, after seeing the nags for whom in a few weeks plated hoof and plaited mane will signal the arrival of the racing season of 1892-3, that I should be asked to take a stroll through paddocks containing brood mares, some of whom have well done their duty on racecourses in past days, but who will nevermore be called upon to answer the summons of the saddling bell. Happy then am I strolling among Major George's brood matrons this afternoon, for some of them have been previously unknown to me; some I have seen before and have met their progeny on far distant racecourses; and the Major is a breeder whom you can freely discourse on the subjects of make and shape and strains of blood likely to prove an "orthodox nick" that every breeder should religiously stick to. The first mare I looked over was The Maid, foaled in 1881, got by King of the Ring, out of Maid-of-all-Work, by King Alfred—Mischief (dam of First King and Petrea). This mare was a total stranger to me, but I recognised in her a strong likeness to her sister Little Sister, whom I saw run at the Australian Jockey Club's Autumn Meeting of 1884, at which she won a valuable handicap. The Maid was purchased in Australia by Major George, and in buying her he was actuated by a desire to introduce to the colony some of that fine old stout blood reared by Mr. James Wilson in the old days when he owned the St. Albans' stud farm (now the property of Mr. W. R. Wilson), and produced from those strains such great racers as First King and Briseis. Maid-of-all-Work, the dam of The Maid, won the Maribyrnong Plate, and First King—who was as a three-year-old undeniably the best horse of that age ever saddled for a race in Australia was by King of the