4 August 2025

**DECISION**

**RACING VICTORIA**

**and**

**WILL GORDON**

**Date of hearings:** 28 July 2025 and 29 July 2025

**Date of decision:** 29 July 2025

**Panel:** Judge John Bowman (Chairperson) and Ms Heidi Keighran.

**Appearances:** Mr Gregory Buchhorn, instructed by Mr Marwan El-Asmar, appeared on behalf of the Stewards.

Mr Damian Sheales appeared on behalf of Mr Will Gordon.

Mr Andrew Munce appeared as a witness.

Mr Will Gordon appeared as a witness.

**Charges and particulars:** **Charge 1 of 2: AR 116(1)**

AR 116(1) reads as follows:

**AR 116 Jockeys and apprentice jockeys not to have an interest in horses**

1. A jockey or apprentice jockey is not permitted to own, take a lease or have any interest in any unnamed horse or named horse.

**The particulars of the charge**

1. At all relevant times, you were a licensed jockey with Racing Victoria, subject to the Rules of Racing.

1. On 4 March 2025, you attended the William Inglis Premier Yearling Sale at Oaklands, Victoria, where you purchased the filly, Doubtland x Fore (Lot 644) (the Horse) for $14,000, paying a total of $20,050, which included associated fees.
2. Between 4 March and 25 March 2025, you held an interest in and/or ownership of the Horse.

**Charge 2 of 2: AR 118(1) (in the alternative)**

AR 118(1) reads as follows:

**AR 118 Jockeys and apprentice jockeys not to have an interest in horse transactions**

1. A jockey or apprentice jockey must not, without the express written permission of the PRA that has licensed that person, have any interest in or be otherwise involved in the buying, selling, trading or leasing of thoroughbred bloodstock.

**The particulars of the charge**

1. At all relevant times, you were a licensed jockey with Racing Victoria, bound by the Rules of Racing.

1. On 4 March 2025, you attended the William Inglis Premier Yearling Sale at Oaklands, Victoria, where you purchased the filly, Doubtland x Fore (Lot 644) (the Horse) for $14,000, paying a total of $20,050, including associated fees.

1. Between 4 March and 25 March 2025, you were involved in the buying, selling, or trading of thoroughbred bloodstock.

 **Pleas:** Not Guilty to Charge 1.

Guilty to Charge 2.

**DECISION**

Mr Will Gordon, you have been charged with a breach of Australian Rule of Racing (“AR”) 116(1), which states:

“A jockey…is not permitted to own, take a lease or have any interest in any unnamed horse or named horse”.

You have pleaded not guilty to this charge, which carries with it a potential penalty of a lengthy period of disqualification if found proven.

You are pleading guilty to an alternative charge of a breach of AR 118(1), which relates to involvement in horse transactions. That alternative charge is not the subject of this decision.

Mr Damian Sheales of Counsel appeared on your behalf and Mr Gregory Buchhorn of Counsel appeared on behalf of the Stewards. Both made detailed and helpful submissions, and we thank them for that.

Points of law have been determined by the Chairperson but with great assistance from Ms Keighran. Further, many of the background facts are set out in our Ruling of 25 July 2025.

That Ruling was in response to a submission of Mr Sheales that there was no case to answer in relation to Charge 1. That application was unsuccessful. We ruled that there was a case to answer.

We shall again set out some of the facts. Suffice to say that you are a licenced jockey and that on 4 March 2025 you were at the William Inglis Premier Yearling Sale. You attended with your partner, Ms Taige Weir, a licensed pre-trainer. You had been in attendance on the two previous days at the Sale. On 4 March, you registered in a prospective purchaser, provided your bank details and the like. You made a successful bid for lot 644, a filly by Doubtland. Your funds were used to pay the purchase price and associated expenses, the total being $20,050.

You signed the relevant documentation associated with the purchase, paid the sum referred to above and were listed as the purchaser. Almost immediately after the Sale and while still on the William Inglis premises, Ms Weir entered into discussion with two persons representing the Roll the Dice Syndicate, these being Mr Stephen Travaglia and Mr Robert Norton. Preliminary discussions were commenced as to the purchase of 50% of the ownership of the horse being paid by Roll the Dice Syndicate. Agreement was reached between Ms Weir and Roll the Dice.

Ultimately, on 21 March 2025, Roll the Dice purchased a 50% share in the horse, with the relevant amount being paid into the bank account of you, Mr Will Gordon.

On 25 March 2025, ownership of the horses was transported away from you. That date marks the end of the alleged ownership by you and thus of the charge.

Charge 1 concerns an alleged ownership by you for the period of 4 March 2025 to 25 March 2025 – that is, for a period of three weeks. That is the limit of the Charge.

Further, we would again emphasise that the basis of this all took places at a yearling sale and, of course, the filly in question was a yearling. Thus, you were allegedly the owner of a yearling filly for a period of three weeks. There is no such thing as a race for yearlings. Thus, the bottom line is that for a period of three weeks you appeared on the records as the purchaser of a yearling filly that, to repeat the obvious, could not race. That is a summary of the factual basis of Charge 1.

We also accept that the purchase prize money from Roll the Dice was ultimately paid to you and that you expect to be repaid the balance of the purchase prize money which was outlayed by you.

Against that background, we state the following.

The relevant test is the *Briginshaw* test – that is, comfortable satisfaction that the charge has been proven. We say now that we are not so comfortably satisfied.

One word that seems to us to loom large in this matter is “agency”. We turn to that issue.

Firstly, we would refer to the oral evidence of Mr Andrew Munce, the Group Finance Services Manager of William Inglis, who was called by you. We accept that the use of agents by prospective purchasers in far from uncommon.

There are in essence two documents involved. One of importance relates to the payment for a purchase and of the commission of William Inglis. Payment is made immediately after purchase. It would be fair to say that the auctioneering of the horse was carried out at considerable speed and that the primary interests of William Inglis is in the auction ring and having prospective bidders identified and of seeking payment in full, virtually immediately. That is no criticism, particularly bearing in mind the volume of size of stock – in this instance, yearling horses.

We accept your evidence that you were bidding on behalf of Ms Weir, who was to become the owner of the horse. We would repeat that, virtually immediately after the horse was knocked down, she was approached by Messrs Travaglia and Norton and entered into discussion concerning the sale of 50% of the Yearling Ms Weir effectively behaved as the owner, whilst you took little or no part in the discussion, either then or subsequently.

We are of the view that at all relevant times you were acting as Ms Weir’s agent. She identified the horse to be purchased. By deed and by word, she the almost immediately entered into discussions relating to the sale of 50% of it, which sale ultimately took place. The purchase money from Roll the Dice was passed on to you and you await repayment of further moneys from Ms Weir.

We are comfortably satisfied that, at all relevant times, you were acting as the agent of Ms Weir. That period of agency embraced registering for the sale, bidding and purchasing the horse. Effectively, you took no active role in the almost immediate on-sale of 50% of it or, indeed, in any ongoing discussions as to its ownership or progress in that regard. As you said in evidence, Ms Weir took ownership of the horse and could do what she liked with it.

She completed the sale of 50% of the Yearling to Roll the Dice. As you said when interviewed by the Stewards, “I was just trying to help my partner out when she didn’t have the funds” and “I don’t see how I’ve damaged anyone or anything”.

We accept that at no time did you intend to have any ongoing proprietary interest in the yearling after completion of the transaction with William Inglis.

There is no suggestion of your doing anything of note in relation to the horse and the ownership after the sale and during the three week period in respect of which you are charged.

We repeat that we accept that you were acting as Ms Weir’s agent at all relevant stages of the sale.

Accordingly, the charge pursuant to AR 116(1) is dismissed.

We shall hear the parties as to the breach of AR 118(1).

**PENALTY**

Mr Gordon, you are pleading guilty to a breach of AR 118(1), which could be summarised as relating to involvement in horse transactions – that is, the buying, trading, leasing or the like of thoroughbred stock.

The facts are more fully set out in our Ruling of 25 July 2025 and our decision of this day. They principally involve conduct at the William Inglis Premier Yearling Sales on 4 March 2025.

There was no argument but that you took part in the Sale on that day in that you assisted your partner, Ms Weir, in the purchase of a horse. As is discussed in the two earlier decisions, you registered your interest, conducted successful bidding and signed a relevant document or documents.

This Tribunal has found that you were not guilty of a breach of AR 116(1), which could be summarised as owning a horse which you purchased at that Sale.

Thus, you successfully defended a charge that you, a licensed jockey took proprietorial interest in a thoroughbred. However, you have at all times pleaded guilty to being involved in a relevant transaction which could be summarised as successfully bidding on behalf of your partner, a licensed pre-trainer.

We say now that we are not of the opinion that a breach of AR 118(1) does constitute a breach of a suspended sentence relating to conduct which in turn breached AR 228(b) – conduct detrimental to the interests of racing, misconduct, unseemly behaviour and the like.

The present offence does not seem to us to breach that suspended sentence.

You are a very successful jockey, whether it be over the jumps or riding on the flat. You concentrate mainly on the provincial circuit. You also break in horses. All in all, you are very skilled on a variety of fronts. We are not of the view that you have any significant or relevant prior offences.

Of course, your breach of this Rule cannot be condoned. Protection of the image of racing is an important consideration.

However, in all the circumstances we are not of the view that there should be interference with your licence.

We do not agree with Mr Sheales, on your behalf, that some form of reprimand or very minor fine should constitute the penalty.

In all the circumstances, including those referred to in our recent decisions, we are of the view that the appropriate penalty, reflecting your conduct and the image it may convey, is a fine of $2,500.

That is the penalty at which we have arrived.

Mark Howard

Registrar, Victorian Racing Tribunal