

IN THE RACING APPEALS TRIBUNAL

DAIKI CHUJO

Appellant

v

RACING NEW SOUTH WALES

Respondent

REASONS FOR DETERMINATION

Date of hearing	10 July 2025
Date of orders	14 July 2024
Date of reasons	4 August 2025
Appearances:	Mr J Bryant for the Appellant
	Mr M Cleaver for the Respondent

ORDERS

- 1. The appeal is dismissed.**
- 2. The decision of the Appeal Panel of 22 April 2025 to impose a disqualification of 6 months is confirmed.**
- 3. Pursuant to AR 283(7), the commencement of the disqualification in order [2] shall be deferred until midnight on Sunday, 20 July 2025.**

INTRODUCTION

The charges and penalties imposed by Stewards

1. Daiki Chujo (the Appellant) was charged by Stewards with a series of offences contrary to the *Australian Rules of Racing* (the Rules).
2. The specific provisions of the Rules pursuant to which the Appellant was charged were as follows:

AR 229 Corruption, dishonesty and misleading behaviour

(1) A person must not:

(a) engage in any dishonest, corrupt, fraudulent, improper or dishonourable action or practice in connection with racing.

AR 288 Unnamed horse transfer of ownership

(1) ...

(2) Between the time specified in AR 286(1) and the time an unnamed horse is first registered for racing in accordance with AR 294, all transfers of ownership of that horse must be lodged with Racing Australia by both the outgoing owners and the incoming owners within 7 days of each transfer taking place. For the sake of clarity, where an unnamed horse has multiple owners, the outgoing owners are only required to sign transfer documents to the extent required of them by the applicable agreement governing the horse ownership venture (e.g. the COA).

3. The charges against the Appellant, and the penalties imposed by Stewards, were as follows:

CHARGE	RULE AND PARTICULARS	PLEA	PENALTY
1	Charge withdrawn by Stewards	--	--
2	AR 229(1)(a) – Without the express consent of Stephen Fleming, the Appellant signed a transfer of ownership document dated 11 December 2023 purporting to be Mr Fleming and causing Mr Fleming to relinquish a 5% share in the racehorse <i>Vermeer</i> .	G	3 months
3	AR 229(1)(a) – Without the express consent of Stephen Fleming, the Appellant did sign a transfer of ownership document dated 28 October 2022, purporting to be Mr Fleming and causing Mr Fleming to be registered as the managing owner of the racehorse <i>Do It For You</i> with a 30% share.	G	1.5 mths

4	AR 229(1)(a) – Without the express consent of Mr Stephen Fleming, the Appellant did sign a transfer of ownership document dated 1 November 2023, purporting to be Mr Fleming and confirming that Mr Fleming had fulfilled a number of obligations required of him as the managing owner of <i>Do It For You</i> , so as to effect the transfer, when Mr Fleming had not.	G	2 months
5	AR 229(1)(a) – Without the express consent of Stephen Fleming, the Appellant did sign a transfer of ownership document dated 23 December 2023, purporting to be Mr Fleming on three separate occasions. The first signature confirmed Mr Fleming had fulfilled a number of obligations required of him as the managing owner of <i>Do It For You</i> , so as to effect the transfer, when he had not. The second signature caused Mr Fleming to relinquish a 20% share in <i>Do It For You</i> . The third signature caused Mr Fleming to relinquish a 10% share in <i>Do It For You</i> . Further, the Appellant did sign a transfer document in his own name to acquire Mr Fleming's relinquished 20% share of <i>Do It For You</i> .	G	4.5 mths
6	AR 288(2) - The Appellant failed to lodge an Unnamed Horse Transfer of Ownership form to reflect his purchase and ownership of the 2021 colt <i>Showtime x Heaven's Choice</i> within 7 days of such purchase.	G	F \$750
7	AR 299(2) – The Appellant failed to lodge an Unnamed Horse Transfer of Ownership form to reflect his purchase and ownership of the 2021 filly <i>Saxon Warrior x Cocktail Hour</i> within 7 days of such purchase.	G	F \$750
8	AR 229(1)(a) – Without the express consent of Cindy Curran, the Appellant did sign a Horse Registration document dated 20 October 2023, purporting to be Ms Curran and causing Ms Curran to be registered as a 10% owner of the racehorse <i>Blue Swan Lake</i> .	G	1.5 mths
9	AR 229(1)(a) – Without the express consent of Stephen Fleming, the Appellant did sign a Horse Lease document dated 20 October 2023, purporting to be Mr Fleming and causing Mr Fleming to be registered as a lessee of the racehorse <i>Thug Rose</i> with a 10% share.	G	1.5 mths

4. The following additional matters are noted:

- (a) the penalties imposed in each case were reduced on account of the Appellant's plea of guilty to each charge;
- (b) it was ordered that the penalties imposed in respect of charges 3, 4 and 5 be served concurrently;
- (c) pursuant to principles of totality, the total effective penalty imposed on the Appellant was:
 - (i) a disqualification of 7 months; and
 - (ii) a fine of \$1,500.00.

The proceedings before the Appeal Panel

5. The Appellant brought an appeal to the Appeal Panel (the Panel) which was heard on 13 November 2024. He had been given the benefit of a stay pending the outcome of that appeal.

6. In orders made on 22 April 2025, the Panel:

- 1. allowed the appeal;
- 2. confirmed the penalties imposed by Stewards in respect of all charges;
- 3. ordered that:
 - (a) the penalties imposed in respect of charges 3, 4 and 5 be served concurrently;
 - (b) the penalties imposed in respect of charges 8 and 9 be served concurrently;
- 4. imposed a total period of disqualification of 6 months, in lieu of the 7 month period imposed by Stewards.

The present appeal

7. Upon the filing of this appeal, the Appellant was, with the consent of the Respondent, granted a stay on 23 April 2025.
8. The appeal was heard on 10 July 2025. It was made clear at the outset that the appeal extended only to the penalty, and only to charges 2, 3, 4, 5, 8 and 9.¹
9. In view of its history, and in fairness to the Appellant, I considered it necessary to make a determination of the appeal without delay. Accordingly, having had the benefit of the transcript, I made orders on 14 July 2025 dismissing the appeal and indicated that my reasons for coming to that determination would be made available in due course.
10. Those reasons now follow.

THE AGREED FACTS

11. The parties prepared a joint Tribunal Book (TB) which contained a statement of agreed facts. I again express my thanks to the parties for reaching agreement in that regard.
12. The agreed facts are in the following terms:²

1. *The Appellant was, at all relevant times, a Licensed Trainer.*

Charge 2

2. *The Appellant was the trainer of thoroughbred racehorse Vermeer.*
3. *Ownership in thoroughbred horse Vermeer was shared by, among others, Jaidyn Karaan (5% share) and Stephen Flemint (5% share).*
4. *Mr Fleming informed the Appellant that he wished to exit ownership of Vermeer, during which time he said words to the effect of 'just sell the mare. I don't want it'. Mr Fleming asserts that, at that time, he fully intended to receive proceeds from the sale.*

¹ Transcript 2.48.

² TB 54 and following. It is noted that I have not reproduced in these reasons the actual documents signed by the Appellant which are included in the agreed facts.

5. *After this conversation, Mr Fleming received no further correspondence from the Appellant. Mr Fleming then states that he 'ended up out of the horse' without any further notice.*
6. *The Appellant recalls a conversation with Mr Fleming to the above effect, however, his understanding was that Mr Fleming did not want any money for his share, he simply wanted to be out of the horse.*
7. *Initially, the Appellant stated to the Stewards that he provided Mr Fleming with the relevant Racing Australia 'transfer of ownership' documentation to rescind his share in the horse and that Mr Fleming signed that document.*
8. *Mr Fleming denied signing any documentation and stated he did not give anyone permission to sign on his behalf.*
9. *Under challenge by the Stewards during their inquiry, the Appellant admitted that he did sign the document purporting to be Mr Fleming without express consent.*
10. *During questioning, the Appellant stated:*

Did I because I know - I just don't remember which one, but I know, I remember with Do It For You I ask Mr Fleming if it's okay to sign it because it was just transferred to myself and he said, "Do what you've got to do", which I understood that was permission, which I had already Mr Johnson about it, but I just can't remember this was the matter. I thought I remember about Do It For You, but it's all happening the same time.

It was like, yeah, Mr Fleming just wanted to be out everything and I was just - to be honest, I did not want the share for myself. Obviously there will be the cost for - to run my business, so I didn't want the share, but Mr Fleming was in a situation with a family member that he sort of needed the money. Fleming, Mr Fleming has been a very good owner of me, so I thought by taking the share back off him it's actually - I thought I'm trying to help him in a situation, but it's not intentional that I just want that share off him and have it myself and, yeah, I'll be very honest. I just - I don't remember exactly what's happened here, but I know I did sign for him for Do It For You. I remember that, but it could be it maybe at the same time. So if Mr Fleming says he hasn't signed it, then I probably must have done it for him, yeah, yeah.....

Well, I suppose I know he didn't want any money for it. He just wanted to be out, which this is new news for me, actually he wanted the money back for Vermeer. Mr Fleming, I thought I was trying to help you with your situation, with your - yeah, I don't go to further information, but your family situation. Yeah, I try to understand there was agreement that you just wanted to be out with no money because with the - I have sold a share in Vermeer and also 10% Do It For You to my other owners for Mr Fleming. I got in the middle and which we gave him a credit, so a short time. The Heaven's Choice colt, we sold him to - like through online auction, which my owner bought.

11. *The Appellant maintained, following his initial denial of signing the document, that he believed he had the permission to sign on behalf of Mr Fleming.*

12. While the Appellant and Mr Fleming disagree on the conversation surrounding proceeds from the sale of Vermeer, the Appellant does accept that by depriving Mr Fleming the opportunity to view and sign the 'transfer of ownership' form, he has in effect, removed the safeguard against any possible misinterpretation. Put simply, if Mr Fleming had seen the transfer form, he would have been able to confirm the sale price.

13. The Appellant did not obtain a financial gain from his conduct.

Charge 3

14. In January 2023, thoroughbred racehorse Do It For You was in the care of the Appellant. Mr Fleming had a conversation with the Appellant and discussed that he wanted to obtain a share in the horse. The Appellant offered Mr Fleming a 30% share in Do It For You.

15. On 28 January 2023, a 30% share of Do It For You was registered to Mr Fleming. He was also registered as the managing owner. The 'transfer of ownership' form submitted to Racing Australia was in the name of 'Steven Fleming' and a signature appeared on the document.

16. Mr Fleming denied signing the document and stated that he has always spelt his name with a 'ph' instead of a 'v'. Mr Fleming also stated that he did not give anyone permission to sign his name. Mr Fleming did, however, agree that the 30% share was what he had wanted, and he did not object to it being assigned the share.

17. The Appellant initially stated that Mr Fleming was the one who signed the form, however, later conceded that he was the one who signed the form.

18. The Appellant stated that all the other owners of Do It For You signed the transfer of ownership genuinely, however, this was not subject of any further investigation by Stewards.

19. The Appellant did not obtain a financial gain from his conduct.

Charge 4

20. On 1 November 2023, a Racing Australia transfer of ownership form was signed by a person claiming to be Mr Fleming.

21. The form related to a minor change in share for another owner in Do It For You. However, as the managing owner, Mr Fleming had obligations under the co-owners agreement and the above form is designed to be evidence that the managing owner has fulfilled those obligations.

22. Mr Fleming denied signing the document and stated that he did not give permission for anyone to sign on his behalf.

23. When questioned by the Stewards in relation to the document, the Appellant stated 'I probably signed it, yeah'. He went on to state that he did so solely to assist the other owner.

24. When asked 'did you speak to Mr Fleming to make him aware that you were doing that?' the Appellant responded 'Probably not, no'.

25. *The Appellant stated he did not receive any financial gain from this action and that his motive was to facilitate a minor administrative change for another owner.*

Charge 5

26. *Transfer of ownership documents were submitted with Racing Australia purporting to be signed on 23 December 2023 by Mr Fleming. The two documents had the following effect;*

Mr Fleming would have 20% of his share in Do It For You relinquished.

Mr Fleming would sign on to maintain the remaining 10% share.

27. *Mr Fleming denied signing both of the documents.*

28. *The Appellant admitted to signing the forms in the name Mr Fleming, however, stated that he had permission to do so. He referred to a phone call in which the Appellant alleges Mr Fleming said ‘do whatever you’ve got to do’ to affect the above course of action. The Appellant took this to be permission to sign on Mr Fleming’s behalf.*

29. *The Appellant stated he took this course of action to make the process more expeditious and because he was aware Mr Fleming was other preoccupied with his personal family circumstances and was experiencing financial strain due to his situation.*

30. *Further to the above, the Appellant sent the following to the Stewards with respect to this charge.*

31. *Mr Fleming denies giving permission to the Appellant to sign the documents, and denies saying the words as alleged by the Appellant. However, Mr Fleming did agree that he had a conversation with Appellant indicating he wanted to rid himself of his shares in the horse and that he had agreed to the course of action that took place (insofar as the relinquishing his shares). However, he maintained that the Appellant did not have his permission to sign the forms on his behalf.*

32. *Mr Fleming was of the belief that his 20% would go to Appellant who would make it available to him if he wanted to take it back. While Mr Fleming did want to be absolved of his 20% in the horse, the manner in which this was to take effect remains under contest.*

33. *Mr Fleming eventually signed another transfer of ownership form genuinely, by which he relinquished his remaining 10%.*

Charge 8

34. *Cindy Curran is a person previously known to the Appellant. In the past, the Appellant has trained horses in which Ms Curran has had an ownership stake.*

35. *Prior to October 2023, Ms Curran had purchased a 10% share in The Blue Swan Lake with the intention of splitting that share with another person. As at October 2023, she was of the belief that she was the 10% owner of the horse.*

36. *The Blue Swan Lake was registered with Racing Australia in October/November 2023 via submission of a ‘Horse Registration Form’ (See below Image 6). The form was signed by someone purporting to be Ms Curran and dated 20 October 2023. Ms Curran has denied ever signing the form and denied giving anyone permission to sign on her behalf.*

37. *The Appellant subsequently admitted to the Stewards that he signed the form as Ms Curran. The Appellant did so without the express permission of Ms Curran.*
38. *Following the signing by the Appellant, he submitted the papers to have Blue Swan Lake which resulted in 10% share being attributed to her.*
39. *During an inquiry with the Stewards, the Appellant initially denied signing the form in the name of Ms Curran, however, when pressed on the point he made admissions to signing the document.*
40. *He claimed to have sent Ms Curran registration forms for her to sign, however, he received no response. He attributed his actions to Ms Curran not signing the form herself when he requested it. Ms Curran, for her part, claims not to have received any such request. The Appellant was unable to produce any evidence to support his above assertion.*
41. *The Appellant stated that he believed that his actions, at the time, were right because Ms Curran did own the 10% share at the time.*
42. *In addition to the above, the Appellant sent an explanation to the Stewards.*
43. *The Appellant did not receive any financial benefit from signing the form, as the transaction for Ms Curran's purchase had already been completed and the conduct was limited to the registration process.*

Charge 9

44. *The Appellant had entered into an agreement with Mr Fleming for Mr Fleming to be registered as the lessee of thoroughbred racehorse Thug Rose with a 10% share.*
45. *The Appellant states that Mr Fleming sent through a signed copy of the lease agreement that was blurred.*
46. *Rather than requesting Mr Fleming to sign through a clearer copy, on 2 February 2022, the Appellant signed the form, purporting to be Mr Fleming.*
47. *The Appellant says he acted to address the issue with the blurred document and did not intend to, nor did he, alter the agreed terms or deprive Mr Fleming of his interest. While Mr Fleming had genuinely signed the same form, but the version submitted was the one signed by the Appellant.*

13. Although there is other factual material contained in the Tribunal Book which I have read, it is not necessary to refer to it.

THE APPELLANT'S SUBJECTIVE CASE

14. The Appellant relied upon a statement of 13 May 2025 which was not the subject of cross-examination. In summary, that statement establishes the following:

1. The Appellant is 42 years of age and became a licenced trainer in the 2015-2016 racing season.
2. He conducts his training operations out of Ballina, currently trains 26 horses, has 25 horses spelling, and employs 12 staff.
3. He maintains strong relationships with Japanese owners, and plays a role in promoting Australian racing in Japan.
4. He held a belief that he had the necessary permission to sign the forms which are the subject of the charges, and had the express or implied authority to act as he did, in circumstances where it is common in Japan for trusted business associates to act on behalf of others.
5. His actions with respect to Mr Fleming were intended to assist him (i.e. Mr Fleming) at a time when he was going through difficult personal circumstances.
6. As a consequence of this offending, the Appellant has implemented safeguards to ensure compliance and transparency in the future.
7. Any disqualification would have a significant impact on the Appellant's training operations, economically and otherwise.

15. A number of testimonials were tendered without objection in the course of the hearing, which I have read and taken into account.³

SUBMISSIONS OF THE PARTIES

Submissions of the Appellant

16. The written submissions of the Appellant advanced the following propositions (noting that there was no issue that the Appellant signed the documents in question, and advanced the proposition that in each instance, he held the belief that he had the necessary permission to sign the document):

1. As to charge 2, the Appellant:

³ Transcript 10.385.

(a) did not, at any time, have any intention to deprive Mr Fleming of his share in the horse.⁴

2. As to charge 3, the Appellant:

(a) had no intention to defraud Mr Fleming, and was, as he understood it, fulfilling Mr Fleming's wishes by doing what he did;

(b) did not gain financially by his actions.⁵

3. As to charge 4, the Appellant:

(a) did not intend to harm any party, and was attempting to do no more than facilitate a minor administrative change;

(b) was motivated by the desire to assist an owner;

(c) did not gain financially by his actions.⁶

4. As to charge 5, the Appellant:

(a) was motivated by a desire to alleviate any further cost to Mr Fleming.⁷

5. As to charge 8, the Appellant:

(a) did not financially gain by his actions;

(b) did not effect any transfer of ownership.⁸

6. As to charge 9, the Appellant:

(a) did not financially gain by his actions;

(b) committed the offence, not to gain any advantage, but purely as a consequence of the form of the document which had been received.⁹

⁴ [9] – [11] at TB 5.

⁵ [15] – [17] at TB 5.

⁶ [18] – [20] at TB 6.

⁷ [24] – [26] at TB 7,

⁸ [29] – [30] at TB 8.

⁹ [33] – [35] at TB 8.

17. The written submissions also emphasised the Appellant's subjective case as summarised above.¹⁰

18. These submissions were expanded upon in oral submissions at the hearing of the appeal. In particular, it was submitted that for the purposes of the charges under r 229(1)(a), the Appellant's conduct should be viewed as improper as opposed to fraudulent or dishonest.¹¹ In this regard, it was emphasised that the Appellant did not derive any personal gain from his actions,¹² and did not engage in any attempted concealment or similar conduct.¹³

19. It was emphasised on the Appellant's behalf that at all times he held the belief that he had the necessary authority to do what he did,¹⁴ but now recognised that what he had done was wrong.¹⁵

Submissions of the Respondent

20. The written submissions of the Respondent advanced the following propositions:

1. As to charge 2:

- (a) the Appellant had originally maintained that Mr Fleming had signed the form;
- (b) Mr Fleming denied ever giving the Appellant permission to sign the form on his behalf;
- (c) the issue between the Appellant and Mr Fleming could have been removed had the Appellant simply allowed Mr Fleming to sign the document;
- (d) the Appellant's conduct undermined the trust that industry participants are expected to demonstrate.¹⁶

¹⁰ [43] – [50] at TB 9 – 10.

¹¹ Transcript 2.65.

¹² Transcript 2.68

¹³ Transcript 3.88 – 3.92.

¹⁴ Transcript 3.97.

¹⁵ Transcript 3.103.

¹⁶ [11] – [16] at TB 19 – 20.

2. As to charge 3:

- (a) the Appellant initially denied any wrongdoing;
- (b) Mr Fleming's evidence to the Stewards was that he did not give the Appellant permission to sign the form.¹⁷

3. As to charge 4:

- (a) the Appellant had made full and frank admissions;
- (b) the Appellant's actions had nevertheless misled the regulatory authority and undermined the trust expected from industry participants.¹⁸

4. As to charge 5:

- (a) Mr Fleming denied giving the Appellant permission to sign the documents;
- (b) whilst the Appellant maintains that he had the requisite permission, the entire issue could have been avoided had the Appellant adopted the proper course of having Mr Fleming sign the documents himself.¹⁹

5. As to charge 8:

- (a) Ms Curran denied signing the form, and denied giving the Appellant permission to do so;
- (b) the Appellant initially denied signing the form.²⁰

6. As to charge 9:

- (a) the Appellant made full admissions to the offending;
- (b) Mr Fleming had signed the form, and the Appellant's conduct involved a replication of that signature.²¹

¹⁷ [17] – [19] at TB 20.

¹⁸ [20] – [21] at TB 20.

¹⁹ [24] – [26] at TB 21.

²⁰ [29] – [30] at TB 22.

²¹ [33] – [34] at TB 23.

21. In a more general sense, the Respondent submitted that:

1. all of the charges were objectively serious, because they involved conduct which was fraudulent;
2. the Appellant was entitled to have his pleas of guilty taken into account, along with his blemish free history;
3. general deterrence was an important consideration when determining penalty.²²

22. In oral submissions, the Respondent emphasised that the Appellant had in fact signed the names of other people, intending that the recipient of the various documents would believe that they had been signed either by Mr Fleming or Ms Curran.²³ It was further submitted that the Appellant's evidence that he had now employed additional safeguards within the administration of his stables so as to prevent similar offending in the future was of limited significance, given the deliberate nature of his actions.²⁴

CONSIDERATION

23. It is appropriate to commence by making some general observations.

24. The efficient and proper conduct of the racing industry is dependent, in large measure, on its participants acting honestly, and in accordance with the industry's processes and practices. When participants fail to do so, there is an immediate risk to the efficient conduct of, the integrity of, and the maintenance of public confidence in, the industry.

25. In the present case, the processes which were jeopardised as a consequence of the Appellant's conduct centred upon the completion, execution and presentation of documents which are designed to ensure the creation and

²² [35] – [43] at TB 23 – 24.

²³ Transcript 11.405 – 11.410.

²⁴ Transcript 14.537 – 14.547.

retention of accurate records of ownership. Whilst any comment about the importance of such documents to the regulation of the industry would be entirely superfluous, it is worth noting that it was such importance which prompted the Panel, in a determination of *Boserio*²⁵, to make a number of observations (with which I respectfully agree) about the unacceptability of one person executing documents in the stead of another, and the likely penalty which will be imposed in the event that a participant is found guilty of doing so.

26. It is a cornerstone of the Appellant's case in the present appeal that he held a genuine belief that he had, at least in some instances, the requisite authority to sign the documents. That does not sit comfortably with the position taken by Mr Fleming or Ms Curran. Moreover, if the Appellant held that belief, it is curious that he initially denied signing at least some of the documents. The proposition that he held that belief is also somewhat difficult to reconcile with his apparent acceptance of the fact (by virtue of his pleas of guilty) that his offending was, at the very least, improper.

27. These apparent inconsistencies were sought to be explained in submissions by advancing the proposition that the Appellant's realisation of impropriety had come about only recently. I have difficulty accepting that to be the case. The simple fact is that on multiple occasions, the Appellant signed the name of another person on a document which was material to the regulation of an important aspect of the industry. Whether that conduct is properly regarded as fraudulent is not an issue I am required to determine. It was clearly improper. It was also dishonest. That the Appellant did not benefit personally is largely not to the point. Obviously had he done so the penalty would have been greater.

28. It was conduct of this kind which warranted the Panel in *Boserio* to comment on the unacceptability of licenced trainers executing documents in the name of others. I would only add that such conduct is unacceptable, regardless of what

²⁵ 29 November 2023.

the circumstances might be, because it has the clear capacity to undermine the integrity of the industry. Whilst each case must obviously be determined on its own facts, participants should clearly understand that conduct of this kind is likely to result in the imposition of a period of disqualification, irrespective of whether the person charged does or does not gain some personal advantage. Considerations of general deterrence are likely to assume some significance.

29. I have taken into account the Appellant's subjective case. He is entitled to the appropriate credit for his pleas of guilty, his virtually blemish-free history in the industry, and the fact that he is held in high regard by those who have provided written testimonials. Clearly, personal deterrence is not a consideration in the assessment of penalty. I also accept that any disqualification will have, to say the least, an adverse financial effect upon the Appellant. However, that is the inevitable consequence of offending of this kind. Whilst it is obviously a factor to be taken into account, I am not persuaded that, either by itself or in combination with the other subjective factors relied upon, it removes the matter from the scope of a disqualification and into the realm of a fine, as was submitted on behalf of the Appellant.

30. It was for these reasons that the appeal was dismissed.

THE HONOURABLE G J BELLEW SC

4 August 2025