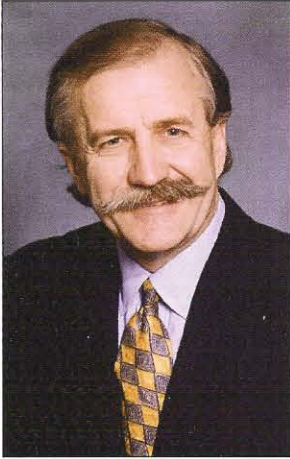


trainers acting as agent



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MOST HORSE OWNERS UNDERSTAND AND ACCEPT THE FACT THAT THEIR trainer acts as their agent in certain circumstances. For example, it is nearly universally accepted that a trainer has the authority to call a veterinarian in case of a medical emergency. Or, it is usually understood that a trainer has the authority to have his customer's horse shod by a particular farrier and in a specific way. Moreover, the customer is responsible for these costs to the veterinarian or farrier.

However, is the customer responsible for bills incurred by the trainer on behalf of the owner for equine chiropractic manipulations, injection of hocks or other such non-emergency services? The answer is usually determined by the legal principles of "actual", "implied" and "apparent" authority. Actual authority is exactly what it sounds like. It is the actual authority that a horse owner grants to the trainer. Although it can be a written document detailing all the specific acts of authority granted to the trainer, it is rarely documented in writing. Usually, if it is discussed at all, the horse owner and trainer will verbally agree that certain decisions will be made by the trainer and certain other decisions will be left to the owner. However, since it is nearly impossible to list every possible situation that a trainer needs to make a decision, the concept of implied authority fills the gap. In other words, there will be numerous decisions and acts that are implicit in the relationship. For example, it probably goes without saying that the trainer would have the authority to decide what techniques to use in training the horse. Unless there is an agreement to the contrary, the trainer is provided discretion in the details of the training program to reasonably achieve the goals set by the owner.

On the other hand, what happens if the trainer exceeds his actual or implied authority? Part of the answer is based on the principle of apparent authority. Take the example of the equine chiropractic treatments. If the owner specifically told the trainer that he was not authorized to use an equine chiropractor, then the trainer clearly exceeded his authority and the owner would have a cause of action against the trainer for any damages incurred. But, the owner may still have to pay the chiropractor's bill if the chiropractor can prove that the trainer had the apparent authority to engage his services. In order for the chiropractor to be successful he would have to prove that the usual and customary practice of the horse industry is such that it was reasonable for him to assume that the trainer had the authority to engage the services of the chiropractor.

The relationships between the horse owner, trainer and third party can become quite complicated. There is no question that the trainer is the agent of the owner for certain purposes. Third parties, such as veterinarians, farriers, equine chiropractors and others rely on the authority of the trainer to provide services and goods to the horse owner. If the authority of the trainer is actual, implied or apparent, he will be successful in a claim for money damages against the owner or trainer. Even if the trainer did not have actual or implied authority but did have apparent authority, a claim by the third party would still be successful against both the owner and trainer. However the owner would then have a claim against the trainer for exceeding his authority. On the other hand, if the trainer clearly exceeded his apparent authority, the third party would have no legal claim against the owner, assuming the trainer did not have actual or implied authority of the owner. For example, if the trainer engages the services of an equine dentist to float the teeth of all the horses in the barn, including his own personal horses, but instructs the dentist to charge the fee for his own horses to one of his customers, it is likely that the trainer exceeded his apparent authority.

The best way to avoid the potential legal problems involving the scope of a trainer's agency is to put it in writing. At the very least, the owner and trainer should discuss the authority being granted at the outset of the relationship.

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