

From the National Court

**MOTOR SPORTS COUNCIL NATIONAL COURT
SITTING TUESDAY 6TH OCTOBER 2015**

Tony Scott Andrews (Chairman)
Mike Harris
Ron McCabe

CASE No J2015/31 Braydon Fletcher & 32 Liam Sullivan Eligibility Appeals

The Court has before it two Eligibility Appeals, one brought by Braydon Fletcher, the other by Liam Sullivan. It is said on behalf of the Appellants that the facts are common to each Appeal such that the Court is content to accede to a request that they be heard together.

Each Appellant had competed in rounds of the Mighty Mini Championship held at Castle Combe on the 19th July 2015. At the conclusion of the Qualifying Session, plastic Rotoseals were affixed to the differential casing on the cars of each Appellant. The intention was that the units would be examined some time after the event, at a time and place to be advised.

It was subsequently alleged by those charged with examining the gearbox differentials that although the actual seal on each unit remained attached to the sealing wire, the wires had been broken. Because of this the examination of the two units was immediately discontinued and Non-Compliance forms were submitted to the Clerk of the Course. This resulted in a hearing on 16th August when the Clerk of the Course found no exceptional reasons sufficient to justify a decision not to exclude and accordingly excluded each competitor from the races at Castle Combe. It is against those decisions that these two Appeals lie.

The facts before this Court are that:

- To enable the seals to be put in place the competitor positioned each car such that it was "propped up on a toolbox and a spare wheel" in what is referred to as a precarious position.
- Two bolts were removed from "the very bottom of the engine transmission joint" and replaced with two drilled bolts through which sealing wire was passed and the seals attached.
- The seals were actually put in place not by a Scrutineer but at his request by the Appellants' mechanic.
- The Appellants say that unless one lay under the car it was not possible to see how the seals were attached and that the Scrutineer checked the seals simply by reaching under each car and touching the seals without the benefit of a visual check. The Scrutineer maintains he undertook both visual and physical inspections. In each case the Scrutineer expressed satisfaction with the way in which the seals had been attached and sealing certificates were completed and signed.

- Each car then took part in two races in the course of which it is said that each had to take avoiding action necessitating leaving the track and crossing kerbs and both grass and gravel areas. On one such excursion it is said that the exhaust on Fletcher's car was ripped off. The Appellants say that the seals "were essentially left dangling under the engine/transmission unit on each car and thereby exposed at the lowest point of the unit."

The Appellants say that at the conclusion of the day's racing neither car was inspected by any Scrutineer to see if the seals remained in situ. The Eligibility Scrutineer states in both his first and second submission that at the conclusion of the racing the seals were re-checked by the Chief Scrutineer.

There is, however, no confirmation of this from the Chief Scrutineer himself nor any indication as to the basis of this assertion by the Eligibility Scrutineer.

In order that the gearbox differentials could be examined subsequent to the event, the engine/transmission units were removed from their respective cars, apparently loaded with a crane onto the tailgate of a 4x4 truck, lifted into position alongside one another and strapped down. It is said on behalf of the Appellants that at that time "from a glance the seals on both diff housings appeared to be intact but no close inspection of the seal was carried out." The units were then taken to the premises of the engine specialist nominated in the championship Regulations.

On arrival, the first engine unit was unstrapped, brought to the edge of the tailgate and placed on a trolley. Whilst wheeling the trolley into the workshop it was noted by one of the Appellants' mechanics that the wire part of the seal was broken. The eligibility Scrutineer was informed that it had been caught getting it out of the truck. The Scrutineer then removed the tag which, it is said by the Appellant "was still passing through both holes in the bolts."

Work then commenced on stripping down this first unit. The Eligibility Scrutineer, who had gone outside to the truck, then found that the seal on the second engine was also broken.

In view of this the disassembly of the first unit ceased and no work was undertaken on the second unit. Both engine/transmission units were then returned to the Appellants and in neither case had the eligibility or otherwise of the gearbox differential itself been established by examination. What had been established, however, was that the seal attached to each unit had been broken at some point prior to inspection.

The necessity to consider whether the seals were or were not damaged during the two races fortunately does not arise as the Appellants say that "as far as the mechanics are aware the Rotoseals on each unit were intact when the units were removed...". Although it is said also that the mechanics did not check the seals in detail nor were they trained in the application of seals, the Court is satisfied that they would have been perfectly able to ascertain when removing the engines from the cars whether or not the sealing wire itself had been broken and there is no statement from them suggesting that it was.

If that is correct, it is quite possible that the seals may have been broken subsequent to removal whilst at the Appellants premises, whilst being loaded onto the truck, whilst in transit to the place where they were to be examined or whilst being removed from the truck.

It is unfortunate that the Scrutineer removed one seal (which he said was already broken) in the absence of any third party. There is no suggestion before the Court that the Scrutineer

took any part in the removal from the truck of the first engine which was found to have a damaged seal and the Court therefore has no reason to doubt his statement as to the fact that the second engine also had a damaged seal.

The whole process of eligibility checking is based upon the premise that when components are checked they are in exactly the same condition as at the time of the competition. The validity of the seals is therefore of paramount importance and it is incumbent upon the competitor to ensure that the seals are not damaged, especially when, as here, the Appellants maintain that the seals were loosely fitted and could be easily damaged by contact, however inadvertent. The Court is mindful of the provisions of MSA General Regulation J.3.1.6 requiring seals not to be broken.

It is not for the Court to speculate when or where seals are broken. It is for the competitor to ensure that any seal remains intact up to the point of examination.

The Appellant is critical of the fact that examination of the components was not carried out. It is the view of the Court that to have ceased examination on establishing that the seals were broken was entirely appropriate.

In all the circumstances the Court considers that it has no alternative but to dismiss this Appeals. The Appeal fees will therefore be forfeit and each Appellant shall pay the sum of £500 as a contribution toward the costs of this Court.

**TONY SCOTT ANDREWS
CHAIRMAN**