

THIS AGREEMENT made this the 1st day of January, 1897,
between H.C.McDowell and Gus Macey,

WITNESSETH:- That the said McDowell has, in considera-
tion of the covenants hereinafter expressed, sold to said
Macey the racing qualities for the season of 1897, of the said
McDowell's bay colt Vodka (registered No.28083, foaled
April 1st, 1895, got by Noblesse and out of Samovar.) This
colt is to be kept and trained by McDowell until the said
Macey may desire him for racing purposes, after which he is
to be at no expense to McDowell.

Macey is to pay on said colt all entrance fees and all
expenses of every kind, and is to pay to McDowell one-third
of the purse or stake won by said colt, after deducting there-
from the entrance fee. But ^{it} is understood that in the Ken-
tucky Futurity for two year olds, where McDowell has entered
the colt, that McDowell shall pay the entrance fees and
Macey is to receive only one-half of the net amount that the
colt may win in that stake.

Should the colt become sick or disabled, or if, from any
cause, Macey should desire to return him to McDowell, at Ash-
land, he can do so and thus terminate this contract.

It is understood and agreed that in case this colt
should be entered in any stake, or race, where McDowell may
have another entry or entries, and where but one can start,
he is to determine which colt shall start; this one, or one
of the others owned by him, or in which he has an interest.

It is also distinctly understood that this colt shall
always be driven to win.

A settlement and payment shall be made immediately after
every race.

On the termination of the racing season of 1897, the
said Macey is to return this colt at Ashland free from sus-
pension or liabilities of any kind.

WITNESS our signatures in duplicate.

H. C. McDowell
Gus Macey