**IN THE SUPREME COURT OF VICTORIA**
**AT MELBOURNE**
**COMMON LAW DIVISION**
**GROUP PROCEEDING LIST**

No S ECI



Between

**JARAD MAXWELL ROOKE** Plaintiff

and

**AUSTRALIAN FOOTBALL LEAGUE (ACN 004 155 211)** First Defendant

and

**GEELONG FOOTBALL CLUB (ACN 005 150 818)** Second Defendant

and

**HUGH SEWARD and others according to the schedule** First Third Party

# DEFENCE OF THE FOURTH THIRD PARTY

Date of document: 14 November 2025
Filed on behalf of: The fourth third party
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## CONTENTS

This pleading adopts the definitions contained in the Dictionary at Annexure A.

This pleading focuses on the allegations relating to the period of the lead plaintiff's claim, being 2002 to 2010. The fourth third party (Dr Bradshaw) reserves the right to amend this pleading in future to address allegations relating to matters outside this period.

To the second defendant's third party notice dated 18 September 2025 (**TPN**), Dr Bradshaw says as follows:

## A. THE PARTIES

1. He admits paragraph 1.

2. He admits paragraph 2.

3. As to paragraph 3:

    (a) to sub-paragraph (a):

        (i) Dr Bradshaw says that:

            (A) Dr Hugh Seward AM ceased acting as the Club Medical Officer (**CMO**) for the GFC in around the end of the 2006 AFL season; and

            (B) at or shortly after that time, he replaced Dr Seward as the CMO for the GFC;

        (ii) Dr Bradshaw says further that:

            (A) in the period between around 1991 and 2005, Dr Seward served as the President of an association known as the AFL Medical Officers' Association; and

            (B) in the period between 2006 or 2007 and 2016, Dr Seward served as the CEO of the AFL Medical Officers' Association Inc. (reg. no. A0047106V) (ABN 81 634 797 432) (**AFLMOA**);

        (iii) otherwise he admits the allegations;

    (b) does not know, and therefore does not admit, sub-paragraph (b);

    (c) does not know, and therefore does not admit, sub-paragraph (c);

(d) as to sub-paragraph (d), Dr Bradshaw:

(i) says that:

(A) Dr Bradshaw commenced in or about May 2006 and finished at GFC the end of the 2013 AFL season; and

(B) in this period between about 2006 and the end of the 2013 AFL season, he worked with Dr Allen (the second doctor employed by the GFC).

(ii) says further that:

(A) in 1985, he obtained his Bachelor of Medicine and Surgery from Monash University;

(B) between 1987 to 2004, he practiced as a Sport and Exercise Medicine Physician at the Olympic Parks Sports Medicine Centre;

(C) between 1987 to 2000, he was an Assistant Team Doctor for the Melbourne Football Club;

(D) in 1992, he became a Fellow of the Australasian College of Sport and Exercise Physicians;

(E) between 1992 to 2003, he was the Head Sports Physician for the Richmond Football Club;

(F) between 1996 to 2000, he was engaged as a Sports Physician for the Australian Athletics team;

(G) between 2004 to 2006, he was engaged as the Head Sports Physician for the Fulham Football Club (United Kingdom);

(H) between 2012 to 2017, he practiced as a Sport and Exercise Medicine Physician at Pure Sports Medicine (London, United Kingdom);

(I) between 2013 to 2017, he was the CMO of the Collingwood Football Club;

(J) he was at all material times a member of the AFLMOA;

(e) as to sub-paragraph (e):

(i) Dr Bradshaw says that, in the period between about 2006 and the end of the 2013 AFL season, Dr Allen worked as the second doctor at the GFC;

(ii) otherwise he admits the allegations.

(f) does not know, and therefore does not admit, sub-paragraph (f);

(g) does not know, and therefore does not admit, sub-paragraph (g);

(h) does not know, and therefore does not admit, sub-paragraph (h);

(i) does not know, and therefore does not admit, sub-paragraph (i);

(j) does not know, and therefore does not admit, sub-paragraph (j);

(k) does not know, and therefore does not admit, sub-paragraph (k);

(l) does not know, and therefore does not admit, sub-paragraph (l).

## B. CLAIMS BY THE PLAINTIFF AND GEELONG GROUP MEMBERS

4. As to paragraph 4, he:

(a) admits that the plaintiff has made the allegations referred to;

(b) adopts and relies upon each and every denial and positive defence contained in:

(i) the defence of the first defendant filed 17 December 2024 (**AFL's defence**);

(ii) the defence of the second defendant filed 20 December 2024 (**GFC's defence**),

save for any allegations made against him (direct or indirect) in those defences;

(c) relies on and repeats what is pleaded at Parts C and D below.

**Particulars**

Dr Bradshaw may provide further responses to the statement of claim, including paragraph 50, following discovery.

5. As to paragraph 5, he:

(a) admits that the plaintiff has made the allegations referred to;

(b) adopts and relies upon each and every denial and positive defence contained in:

(i) the AFL's defence;

(ii) the GFC's defence,

save for any allegations made against him (direct or indirect) in those defences;

(c) relies on and repeats what is pleaded at Parts C and D below.

6. As to paragraph 6, he:

(a) refers to and repeats what is pleaded at Parts C and D below;

(b) further, denies that GFC (or the AFL) is entitled to any contribution from him for breach of any statutory duty by GFC (or the AFL).

## C. THE CONCUSSION MANAGEMENT FRAMEWORK ERECTED BY THE AFL AND THE GFC

### C.1 The AFL Regulations and the AFL Player Rules

6A. At all material times:

(a) the AFL Commission had the power and duty to make, amend, enlarge, revoke and repeal rules, regulations and by-laws ancillary to but not inconsistent with the AFL Constitution (collectively, the Rules);

(b) the Rules included, as varied from time to time:

(i) the Laws of the Game / Laws of Australian Football, which dealt with, *inter alia*, the rules by which a match is to be played;

(ii) AFL Regulations, which dealt with, *inter alia*, competition structures, game day operations and the financial obligations of Clubs;

(iii) AFL Player Rules, which dealt with, *inter alia*, player payments, player conduct and the management of player injuries.

**Particulars**

A. AFL Constitution, clauses 84-86.

B. As to the AFL Player Regulations and AFL Player Rules, see paragraphs 6B and 6C below.

6B. During the Bradshaw Period, the following versions of the AFL Regulations applied at the following times:

| Version | Relevant period | Doc Id |
|---|---|---|
| AFL Regs – June 2006 | June 2006 to March 2007 | AFL.001.001.0103 |
| AFL Regs – March 2007 | March 2007 to Jan 2008 | AFL.001.001.0104 |
| AFL Regs – Jan 2008 | Jan 2008 to March 2009 | AFL.001.001.0105 |
| AFL Regs – March 2009 | March 2009 to Dec 2009 | AFL.001.001.0106 |
| AFL Regs – Dec 2009 | Dec 2009 to April 2010 | AFL.001.001.0107 |
| AFL Regs – April 2010 | April 2010 to March 2011 | AFL.001.001.0108 |

6C.. Throughout the Bradshaw Period, each iteration of the AFL Regulations:

(a) required all CMOs to sit on the Interchange Bench during a Match, and to enter the Playing Surface only after reporting to the AFL Interchange Steward (and only for the purpose of attending to an injured Player); and

(b) referred to the AFL Medical Officer(s), being the person(s) appointed as such by the AFL Commission.

6D. During the Bradshaw Period, the following versions of the AFL Player Rules applied at the following times:

| Version | Relevant period | Doc Id |
|---|---|---|
| AFLPR – May 2006 | May 2006 to June 2006 | AFL.001.001.0134 |
| AFLPR – June 2006 | June 2006 to Sept 2006 | AFL.001.001.0135 |
| AFLPR – Sept/Oct 2006 | Sept 2006 to Feb 2007 | AFL.001.001.0136 |
| AFLPR – Feb 2007 | Feb 2007 to March 2007 | AFL.001.001.0137 |
| AFLPR – March 2007 | March 2007 to May 2007 | AFL.001.001.0138 |
| AFLPR – May 2007 | May 2007 to June 2007 | AFL.001.001.0139 |
| AFLPR – June 2007 | June 2007 to Jan 2008 | AFL.001.001.0140 |
| AFLPR – Jan 2008 | Jan 2008 to July 2008 | AFL.001.001.0141 |
| AFLPR – July 2008 | July 2008 to Oct 2008 | AFL.001.001.0142 |
| AFLPR – Oct 2008 | Oct 2008 to March 2009 | AFL.001.001.0143 |
| AFLPR – March 2009 | March 2009 to Oct 2009 | AFL.001.001.0144 |

| | | |
|---|---|---|
| AFLPR – Oct 2009 | Oct 2009 to Nov 2009 | AFL.001.001.0145 |
| AFLPR – Nov 2009 | Nov 2009 to Dec 2009 | AFL.001.001.0146 |
| AFLPR – Dec 2009 | Dec 2009 to April 2010 | AFL.001.001.0147 |
| AFLPR – April 2010 | April 2010 to Sept 2010 | AFL.001.001.0148 |
| AFLPR – Sept 2010 | Sept 2010 to March 2011 | AFL.001.001.0149 |

6E. Throughout the Bradshaw Period, rule 26 of each iteration of the AFL Player Rules provided as follows:

> ***26.1 Prohibition on Playing Medically Unfit Player***
>
> *No Club shall, by itself or its Officers, any Coach, servant or agent, permit or allow any Player to play or continue to play in any Match where it suspects or where there are reasonable grounds to suspect that such Player:*
>
> *(a) may not be responsible for his actions; or*
>
> *(b) is not in a fit state to play or continue to play, having due regard to his health and safety.*
>
> *Sanction: Up to 50 Units*

> ***26.2 Examination of Medical Officer***
>
> *Where there are reasonable grounds to suspect that a Player:*
>
> *(a) has suffered an injury which may cause the Player not to be responsible for his actions; or*
>
> *(b) is not in a fit state to play or continue to play, having due regard for his health or safety,*
>
> *the Club shall immediately cause such Player to be examined by its Club Medical Officer and unless such Club Medical Officer certifies that the Player is cognisant of and responsible for his actions or in a fit state to play having due regard for his health and safety, the Player shall not play or to continue to play in any Match and no Club or any Officer or Coach shall permit, allow or direct any such Player to play or continue to play in any Match in which the Club is engaged.*
>
> *Sanction: Up to 50 Units*

## C.2 The AFL Research Board and AFL Concussion Working Group

6F. At a date presently unknown to Dr Bradshaw, the AFL established the "AFL Research Board", the purpose of which was to make decisions about what research the AFL would fund including in relation to concussion research.

**Particulars**

Quinn Report, paragraph 200, footnote 91.

6G. At a date presently unknown to Dr Bradshaw, the AFL established the AFL Concussion Working Group, whose members have included:

(a) Associate Professor Paul McCrory;

(a) Associate Professor Gavin Davis; and

(b) Associate Professor Michael Makdissi.

**Particulars**

Further particulars will be provided following discovery.

6H. Throughout the Bradshaw Period, the main purpose of the AFL Concussion Working Group was to assist the AFL Research Board in steering the current suite of concussion projects, and identifying which further steps were necessary to ensure a best practice approach to the identification, treatment and management of concussions, including suspected concussions.

**Particulars**

Quinn Report, paragraph 200.

**C.3 The AFLMOA**

6I. The AFLMOA:

(a) was established as an unincorporated association in or before around 1984;

(b) was incorporated as an associated incorporation in Victoria on 1 April 2005;

(c) provided information, guidance and/or advice to the AFL from time to time, including at the AFL's request, in respect of identifying, treating and managing concussions and suspected concussions of AFL players.

**Particulars**

A. As to the date of establishment of the AFLMOA, see paragraph 197 of the Quinn Report.

B. Details of the AFLMOA have been extracted from the Australian Business Register, a copy of which is available for inspection.

6J. Dr Hugh Seward AM, the First Third Party herein:

(a) was the President of the AFLMOA from around 1991 to 2005; and

(b) was the CEO of the AFLMOA from around 2006 or 2007 to 2016.

### C.4 The publication and/or adoption of standards for identifying, managing and treating concussions and suspected concussion in the AFL / VFL

6K. In or about November 2001:

(a) an International Conference on Concussion in Sport was convened in Vienna, Austria (**Vienna Conference**);

(b) members of the AFL Concussion Working Group attended the Vienna Conference;

(c) a subset of attendees at the Vienna Conference produced a consensus statement (the **Vienna Statement**).

**Particulars**

Quinn Report, at paragraphs 120-125.

6L. On or about November 2004:

(a) an International Conference on Concussion in Sport was convened in Prague, Czech Republic (**Prague Conference**);

(b) members of the AFL Concussion Working Group attended the Vienna Conference;

(c) a subset of attendees at the Vienna Conference produced a consensus statement (the **Prague Statement**);

(d) Associate Professor McCrory was either the lead author or chair of the author panel for the Prague Statement.

**Particulars**

Quinn Report, at paragraphs 120-125.

6M. In or about 2006:

(a) the AFL sought and received advice from the AFLMOA regarding the identification, diagnosis, treatment and management of concussions, including suspected concussions;

(b) the AFL developed the inaugural AFL Concussion Management Guidelines with the AFLMOA (the **2006 Guidelines**);

(c) the 2006 Guidelines issued to provide a best practice standard for the identification, diagnosis, treatment and management of concussions, including suspected concussions;

(d) the 2006 Guidelines were informed by the Vienna Statement and the Prague Statement.

**Particulars**

A. Quinn Report, paragraphs 158-159.

B. Footnote 80 of the Quinn Report notes that the 2006 Guidelines were not provided to the authors of the Quinn report.

C. This webpage on the AFL website:

https://www.afl.com.au/concussion/timeline

D. As at the date of this pleading, despite requests made on behalf of Dr Bradshaw, the AFL has not yet provided a copy of the 2006 Guidelines to Dr Bradshaw.

Further particulars will be provided following discovery.

6N. On or about November 2008:

(a) an International Conference on Concussion in Sport was convened in Zurich, Switzerland (**1st Zurich Conference**);

(b) members of the AFL Concussion Working Group attended the 1st Zurich Conference;

(c) a subset of attendees at the Vienna Conference produced a consensus statement (the **1st Zurich Statement**);

(d) Associate Professor McRory was either the lead author or chair of the author panel for the 1st Vienna Statement.

**Particulars**

Quinn Report, at paragraphs 120-125.

6O. Subsequently, in or about 2008:

(a) the AFL sought advice from the AFLMOA regarding the identification, diagnosis, treatment and management of concussions including suspected concussions;

(b) the AFLMOA provided advice to the AFL regarding the diagnosis, treatment and management of concussions, by preparing a set of guidelines;

(c) the AFL adopted the advice received from the AFLMOA, and/or adopted the information contained in the Vienna Statement, Prague Statement and 1st Zurich Statement, by issuing a position statement and guidelines relating to the diagnosis, treatment and management of concussions (the **2008 Guidelines**);

(d) the 2008 Guidelines were prepared on the basis of the following information and materials, *inter alia*:

(i) a review of the published literature, including the Consensus Statements;

(ii) available data from large-scale studies on concussion in Australian football; and

(iii) surveys conducted of current members of the AFLMOA, each of whom was at all relevant times a respected practitioner in the field of sports medicine for AFL Players and other elite athletes participating in collision sports;

(e) the stated purpose of the 2008 Guidelines was to provide specific management guidelines to assist medical personnel involved in Australian football (either at the recreational, amateur or elite level) in providing optimal care for players following a concussive injury.

**Particulars**

Quinn Report, paragraphs 158-159.

6P. At the time that they came into existence, each of the:

(a) Vienna Statement, Prague Statement, 1st Zurich Statement (collectively, the **Consensus Statements**); and

(b) the 2006 Guidelines and the 2008 Guidelines (**AFLMOA Guidelines**),

recorded a widely accepted system for identifying, diagnosing, treating and managing concussions and suspected concussions as being consistent with competent professional practice at the time (the **AFL Endorsed Standard of Care**), including for the purposes of s 59 of the *Wrongs Act*.

**C.5 The AFL's concussion management system**

6Q. At the commencement of the Bradshaw Period, and throughout that period:

(a) in relation to the identification, assessment, treatment and management of concussions (including suspected concussions) experienced by the GFC's registered players, the GFC and its associated "Persons" (as defined in the AFL Regulations in force in the Bradshaw Period) (**Associated Persons**) were operating within the framework erected by the AFL as pleaded in sections C.1 to C.5 above;

(b) this framework constituted a system for the identification, assessment, treatment and management of concussions and suspected concussions (the **Concussion Management System**);

(c) the Concussion Management System was based on:

(i) the Consensus Statements as they existed from time to time;

(ii) the AFLMOA Guidelines as they existed from time to time;

(iii) research funded by the AFL Research Board;

(iv) the AFL Player Rules including rules 26.1 and 26.2;

(d) the Concussion Management System was consistent with the AFL Endorsed Standard of Care.

6R. As to the identification of concussions or possible concussions, during the Bradshaw Period, the Concussion Management System had the following key features or elements:

(a) as recognised by rules 26.1 and 26.2 of the AFL Player Rules in force throughout the Bradshaw Period, club doctors were not solely or primarily responsible for monitoring players for the purpose of detecting head impacts and associated injuries, including concussions and suspected concussions;

(b) the system recognised that, by reason of their other game-day duties and responsibilities, including the place(s) at which they carried out those duties and responsibilities, the club doctors could not perform effective and reliable monitoring of players for the occurrence of head impacts and associated injuries, including concussions and suspected concussions;

(c) such monitoring was also performed by other Associated Persons associated with the GFC, including employees and volunteers such as the Coach, the assistant Coaches, other football department members, trainers, runners, Officers, other health professionals and players;

(d) the club doctors relied upon such other Associated Persons to identify the occurrence of head impacts and associated injuries to their attention so that they could conduct a medical examination of the sort contemplated by r 26.2 of the AFL Player Rules.

(e) where others had identified any of the matters identified in the preceding subparagraph (**Relevant Matters**), and where such matters had been communicated to a club doctor, he or she could initiate the next steps in the system, and he or she could conduct an examination of the player in light of the specific clinical circumstances presented to him or her.

6S. As to the initial identification, assessment, treatment and management of concussions (including suspected concussions), during the Bradshaw Period the Concussion Management System had the following key features:

(a) if any Relevant Matters were communicated to a club doctor, or if a club doctor observed any of the Relevant Matters, he or she was required to conduct an Initial Sideline Evaluation of the player for diagnostic purposes;

(b) a club doctor was required to conduct such Initial Sideline Evaluations in accordance with the AFLMOA Guidelines as they existed from time to time;

(c) if a player's relevant signs and symptoms provided grounds for suspecting a concussion, the club doctor was required to remove the player from the game or

training session, and he was required to conduct further evaluation of the player prior to making a final diagnosis;

(d) the further evaluation of the player was informed by the principles recorded in the AFLMOA Guidelines, the club doctor's clinical judgment, and the information available to the club doctor at the time of the evaluation;

(e) if the club doctor diagnosed concussion or a suspected concussion:

(i) subject to production of the 2006 Guidelines by the AFL, Dr Bradshaw says that the 2006 Guidelines provided for a system for the management of concussions sustained by players; and

(ii) the 2008 Guideline provided that the player was not permitted to return to play on that game day, unless an experienced medical practitioner with access to screening neuropsychological testing determines that he had fully recovered from the injury (i.e. the player was symptom free at rest and with exertion and had recovered his cognitive function);

(f) if the club doctor ruled out concussion, the player could return to play on that game day, but the player required monitoring over the balance of the game.

6T. As to the treatment and management of a player with a diagnosed concussion or suspected concussion, the Concussion Management System had the following key features or elements:

(a) the player should be monitored in the initial few hours post-injury for signs of deterioration.

(b) clear and practical instructions should be given to the player regarding matters including abstinence from alcohol and driving, medication use, physical exertion and the need for medical follow up.

(c) the player should rest until all symptoms have resolved, and after that the club doctor should the player using neuropsychological testing to ensure objective recovery of cognitive function.

(d) then, the player should undertake a graded program of exertion under medical supervision before any decision to return to participate in any match or training session (**RTP Decision**).

6U. As to any RTP Decision, insofar as it related to a player with a diagnosed concussion or suspected concussion, the Concussion Management System had the following key features or elements:

(a) there was no mandatory period of time for excluding a player from playing or training;

(b) a club doctor was responsible for making any RTP Decision, and any such decision was informed by the principles recorded in the applicable AFLMOA Guidelines, the club doctor's clinical judgment, and the information available to the club doctor at the time of the decision;

(c) under the applicable AFLMOA Guidelines, a decision that the player could return to play or training depended on the following:

(i) the player being symptom free at rest and with exertion; and

(ii) a determination that the player had returned to his baseline level of cognitive performance.

(d) as there was no scientifically validated guidelines for making RTP Decisions, in making such a decision, a club doctor was required to perform an individualised assessment of the player's recovery from concussion.

6V. Throughout the Bradshaw Period, the Concussion Management System recorded or reflected a professional manner for identifying, assessing, treating and managing concussions and suspected concussions arising in Matches and training, and this professional manner was widely accepted in Australia by a significant number of respected practitioners in the field as competent professional practice in the circumstances, including for the purposes of s 59 of the *Wrongs Act*.

**Particulars**

A. Consensus Statements;

B. AFLMOA Guidelines;

C. *The life cycle of an AFL player*, Geoff Slattery (ed.), Geoff Slattery Publishing, 2005 (p.49) per Dr Peter Brukner. There, Dr Brukner says as follows:

*"… Concussion is fully reversible – within minutes, hours or a couple of days. It's a*

*matter of assessing when a person has recovered. That's the challenge for us. Some players can go back onto the field the same day; some will miss a week. We will try to assess that recovery. Cognitive things – the ability to process information and make decisions – are affected by concussion. Probably the scariest thing is seeing a concussed person having a fit. We actually know that it's not of great concern. There's enough evidence now to show that as long as we manage the fit OK, which basically involves putting the player on his side and not leaving him, they're not going to have problems later on."*

D. Dr Peter Brukner and Karim Khan, *Clinical Sports Medicine* (McGraw Hill Australia Pty Ltd 3rd ed, 2006), 201-206. Dr Bradshaw may provide further particulars following discovery, and in the form of lay and expert evidence.

**C.6 Dr Bradshaw's retainer with the GFC**

6W. Between about May 2006 and finished at GFC the end of the 2013 AFL season , Dr Bradshaw was retained by Geelong to provide medical consulting services involving medical advice, treatment, care and management of registered Club players (**Bradshaw Retainer**).

**Particulars**

A. The Bradshaw Retainer was partly written, and partly to be implied.

B. To the extent the terms were written, they were contained in: (a) a letter from the GFC to Dr Bradshaw dated 28 October 2005 styled "Consultancy Agreement", which, according to its terms, enclosed a 'duty statement'; (b) a letter of offer dated 11 September 2012; (c) an unsigned contract styled "contract for service" dated 11 September 2012.

   A copy of these documents are available for inspection, other than the duty statement which Dr Bradshaw is not in possession of.

C. To the extent the terms were implied, they were implied by operation of law.

D. Further particulars may be provided following discovery.

6X. There were terms of the Bradshaw Retainer including, *inter alia*:

(a) Dr Bradshaw would provide medical services to the GFC in relation to the diagnosis, treatment and management of injuries and suspected injuries of registered Club players;

(b) that Dr Bradshaw would discharge his duties in a manner consistent with all AFL Rules including rule 26 of the AFL Player Rules.

**Particulars**

A. Further particulars may be provided after discovery.

6Y. Throughout the Bradshaw Period, Dr Bradshaw was one of two legally registered medical practitioners engaged by the GFC to provide medical consultancy services involving medical advice, treatment, care and management of registered Club players, working with:

(a) Dr Hugh Seward (the first third party) for a period of time between May 2006 and the end of the 2006 AFL season;

(b) Dr Geoff Allen (the fifth third party) in the period between about 2006 and the end of the 2013 AFL season.

### C.7 The scope of Dr Bradshaw's duty of care to players

6Z. At all material times during the Bradshaw Period, in relation to the diagnosis and management of concussions (including suspected concussions), the scope of Dr Bradshaw's duty of care owed to registered Club player was consistent with the AFL Endorsed Standard of Care as it existed at the time.

### C.8 The scope of Dr Bradshaw's duty of care to the GFC

6AA. At all material times during the Bradshaw Period, in relation to the diagnosis, treatment and management of concussions (including suspected concussions), the scope of Dr Bradshaw's duty of care owed to the GFC was to act in a manner consistent with the Concussion Management System as pleaded at Part C.5 above

### C.9 The circumstances in which Dr Bradshaw discharged his duty of care to GFC registered players and his duty of care to the GFC

6AB. When dealing with concussions and suspected concussions of which he became aware in the Bradshaw Period, and where Dr Bradshaw acted in accordance with the AFL Endorsed Standard of Care and/or the standards for which the Concussion Management Systems provided, he discharged his duty of care owed to registered Club player and he discharged his duty to the GFC, including for the purposes of s 59 of the *Wrongs Act*.

## D. RESPONSE TO THE "REASONABLE PRECAUTIONS" ALLEGATIONS AT PARAGRAPH 30 OF THE STATEMENT OF CLAIM

### D.1 Alleged reasonable precautions

6AC. To the extent that the allegations in paragraph 30 of the statement of claim regarding the 'reasonable precautions' are made against Dr Bradshaw by their incorporation at paragraphs 47 to 50 of the TPN, he advances the further allegations set out in paragraphs 6AD to 6AP below.

6AD. As to the chapeau to paragraph 30 of the statement of claim, in respect of the Bradshaw Period, Dr Bradshaw says that:

(a) denies that he created or enforced the AFL Rules;

(b) denies that he had the same authority or power over registered Club players as the GFC did.

6AE. As to paragraph 30(a) of the statement of claim, in respect of the Bradshaw Period, Dr Bradshaw:

(a) denies that he had available to him any of the matters or tools as alleged;

(b) says that the only system made available to him was the Concussion Management System, the effective operation of which depended upon the diligence of employees, agents and volunteers acting on behalf of the GFC;

(c) says further that, consistently with r 26.2 of the AFL Player Rules, the GFC was primarily responsible for operating a system for:

(i) monitoring matches and training to identify head injuries as well as symptoms of concussion and suspected concussion;

(ii) reporting such injuries and symptoms to one or both of the club doctors, each of whom had responsibilities and duties that did not permit him to conduct such monitoring as the GFC well knew or ought to have known, alternatively to conduct such monitoring in a comprehensive and reliable manner, as the GFC well knew or ought to have known.

6AF. As to paragraph 30(b) of the statement of claim, Dr Bradshaw says that during the Bradshaw Period, the Concussion Management System as it existed at the relevant time, allowed for a player to be immediately withdrawn from participation in matches or training, as the case may be, where symptoms of concussion were suspected or identified.

6AG. As to paragraph 30(c) of the statement of claim, Dr Bradshaw says that during the Bradshaw Period:

(a) Denies that he had any ability to alter the relevant rules and regulations to impose a mandatory and automatic period of no training or playing in matches for a minimum of 12 days where symptoms of concussion were suspected or identified (the **12 Day Rule**);

(b) Says that the 12 Day Rule:

(i) first featured in the 2021 Guidelines;

(ii) was never recommended in the Vienna Statement or the Prague Statement as a rule of automatic and indiscriminate application in circumstances where symptoms of concussion were suspected or identified;

(iii) did not feature in the 2006 Guidelines, and was not a widely accepted standard of care for professionals in that period;

(iv) did not feature in the 2008 Guidelines, not a widely accepted standard of care for professionals in that period;

(v) was not a widely accepted standard of care for professionals during the Bradshaw Period, or at all until its implementation in the 2021 Guidelines;

(vi) was contrary to the widely accepted standard of care for professionals during the Bradshaw Period and at all times prior to the 2021 Guidelines,

which standard of care involved rest until symptoms resolved and a graded return to play.

6AH. As to paragraph 30(d) of the statement of claim, in respect of the Bradshaw Period, Dr Bradshaw:

(a) Refers to and repeats the preceding paragraph;

(b) Says further that:

(i) In the Bradshaw Period, the GFC

(A) was not permitted to allow any player from playing or continuing to play in a Match in the circumstances to which r. 26.1 referred;

(B) in the circumstances to which r. 26.2 referred, was required to cause the immediate examination of the player in question by the CMO;

(ii) the Concussion Management System at all material times required that, in respect of any player who had symptoms of concussion or where symptoms of concussion were suspected or identified, the player could not return to train or play until:

(A) all symptoms of concussion had resolved at rest and exertion;

(B) the player had undergone and passed neuropsychological testing to ensure objective recovery of cognitive function to baseline standard;

(C) the player had undertaken a graded program of exertion under medical supervision;

(D) as there was no scientifically validated guidelines for making RTP Decisions, in making such a decision, a CMO was required to perform an individualised assessment of the player's recovery from concussion.

6AI. As to paragraph 30(e) of the statement of claim, Dr Bradshaw refers to and repeats the preceding paragraph.

6AJ. As to paragraph 30(f) of the statement of claim, Dr Bradshaw refers to and repeats paragraph 6AH above.

6AK. As to paragraph 30(f) of the statement of claim, Dr Bradshaw says that, during the Bradshaw Period, the Concussion Management System as it existed at the relevant time, allowed for a player to return to matches while being monitored for any subtle changes caused by a concussion, where no subtle changes were identified while a player gradually returned to training.

6AL. As to paragraph 30(g) of the statement of claim, he:

(a) denies the allegations;

(b) says that, in respect of players who had suffered concussion or suspected of suffering concussion, the Concussion Management System:

(i) did not require an assessment of the question whether, in respect of each concussion, a player was ever capable of returning safely to Matches or training;

(ii) precluded a player from returning to matches or training unless:

(A) all symptoms of concussion had resolved at rest and exertion;

(B) the player had undergone and passed neuropsychological testing to ensure objective recovery of cognitive function to baseline standard;

(C) the player had undertaken a graded program of exertion under medical supervision;

(D) a CMO had perform an individualised assessment of the player's recovery from concussion and the player passed that assessment.

6AM. As to paragraph 30(h) of the statement of claim, Dr Bradshaw:

(a) denies that he was responsible for assessing the risk of head impacts and associated injuries (including concussion) to AFL players while playing in matches and training;

(b) says further that:

(i) the AFL had exclusive power and control over AFL Rules including in respect of making rules that took account of the risk of head knocks and concussion to AFL players while playing in matches;

(ii) the GFC had exclusive power and control over making rules that took account of the risk of head knocks and concussion to AFL players while training.

6AN. As to paragraph 30(i) of the statement of claim, Dr Bradshaw:

(a) denies he had any duty or obligation to study or monitor the effect of head knocks and concussions on AFL players as a cohort in matches and training, including over time;

(b) says further that, in respect of registered Club players who suffered concussion or suspected concussion, his duty was to act consistently with the Concussion Management System only.

6AO. As to paragraph 30(j) of the statement of claim, Dr Bradshaw says that, during the Bradshaw Period:

(a) the plaintiff and registered Club players were aware of the risks of head impacts, signs and symptoms of concussions and the concussion risk of harm including for the purposes of s 56 of the *Wrongs Act*;

(b) he had no obligation to advise, warn and educate AFL players as a cohort, or individual registered Club players, of the risks of head impacts, signs and symptoms of concussions and the concussion risk of harm.

**D.2 Rooke's alleged head knocks**

6AP. In respect of "Rooke's head knocks and concussions" (as defined at paragraph 50 of the statement of claim), Dr Bradshaw says that, in respect of the Bradshaw Period:

(a) he denies that he was under an obligation to exercise the reasonable precautions as defined at paragraph 30 of the statement of claim, and refers to and repeats part D.1 above;

(b) says further that:

(i) he relied on the plaintiff, registered Club players and Associated Persons to inform him of concussions and suspected concussions suffered in the course of matches or training;

(ii) when dealing with concussions and suspected concussions of which he had become aware, and where he acted consistently with the Concussion Management System, he was not negligent.

## E. ALLEGATIONS MADE AGAINST OTHER CLUB DOCTORS

7. As to paragraph 7, he does not know, and therefore does not admit, the allegations.

8. As to paragraph 8, he does not know, and therefore does not admit, the allegations.

9. As to paragraph 9, he does not know, and therefore does not admit, the allegations.

10. As to paragraph 10, he does not know, and therefore does not admit, the allegations.

11. As to paragraph 11, he does not know, and therefore does not admit, the allegations.

12. As to paragraph 12, he does not know, and therefore does not admit, the allegations.

13. As to paragraph 13, he does not know, and therefore does not admit, the allegations.

14. As to paragraph 14, he does not know, and therefore does not admit, the allegations.

15. As to paragraph 15, he does not know, and therefore does not admit, the allegations.

16. As to paragraph 16, he does not know, and therefore does not admit, the allegations.

17. As to paragraph 17, he does not know, and therefore does not admit, the allegations.

18. As to paragraph 18, he does not know, and therefore does not admit, the allegations.

19. As to paragraph 19, he does not know, and therefore does not admit, the allegations.

20. As to paragraph 20, he does not know, and therefore does not admit, the allegations.

21. As to paragraph 21, he does not know, and therefore does not admit, the allegations.

22. As to paragraph 22, he does not know, and therefore does not admit, the allegations.

23. As to paragraph 23, he does not know, and therefore does not admit, the allegations.

24. As to paragraph 24, he does not know, and therefore does not admit, the allegations.

25. As to paragraph 25, he does not know, and therefore does not admit, the allegations.

26. As to paragraph 26, he does not know, and therefore does not admit, the allegations.

27. As to paragraph 27, he does not know, and therefore does not admit, the allegations.

28. As to paragraph 28, he does not know, and therefore does not admit, the allegations.

29. As to paragraph 29, he does not know, and therefore does not admit, the allegations.

30. As to paragraph 30, he does not know, and therefore does not admit, the allegations.

31. As to paragraph 31, he does not know, and therefore does not admit, the allegations.

32. As to paragraph 32, he does not know, and therefore does not admit, the allegations.

33. As to paragraph 33, he does not know, and therefore does not admit, the allegations.

34. As to paragraph 34, he does not know, and therefore does not admit, the allegations.

35. As to paragraph 35, he does not know, and therefore does not admit, the allegations.

36. As to paragraph 36, he does not know, and therefore does not admit, the allegations.

37. As to paragraph 37, he does not know, and therefore does not admit, the allegations.

38. As to paragraph 38, he does not know, and therefore does not admit, the allegations.

39. As to paragraph 39, he does not know, and therefore does not admit, the allegations.

40. As to paragraph 40, he does not know, and therefore does not admit, the allegations.

41. As to paragraph 41, he does not know, and therefore does not admit, the allegations.

42. As to paragraph 42, he does not know, and therefore does not admit, the allegations.

## F. ALLEGATION MADE AGAINST DR BRADSHAW

43. As to paragraph 43, he:

    (a) admits sub-paragraph (a), and says further that the scope of the duty is that as pleaded at Part C.8 above;

(b) admits sub-paragraph (b), and says further that the scope of the duty is that as pleaded at Part C.7 above.

44. As to paragraph 44, he:

(a) admits sub-paragraph (a);

(b) admits sub-paragraph (b), and says further that the scope of the duty is that as pleaded at Part C.8 above.

45. As to paragraph 45, he:

(a) admits sub-paragraph (a);

(b) admits sub-paragraph (b);

(c) says further that, at all material times during the Bradshaw Period:

(i) he relied on registered Club players, including the plaintiff, to provide him with honest and accurate information, as far as they were able, in relation to any injury including any concussion or suspected concussion;

(ii) he was not able to act outside the AFL Framework erected by the AFL and the GFC Framework erected by the GFC; and

(iii) he relied on the GFC, registered Club players and Associated Persons to comply with the Concussion Management System.

46. As to paragraph 46, he:

(a) admits sub-paragraph (a), under cover of what is pleaded at Parts C and D, and 45(c) above;

(b) admits sub-paragraph (b), under cover of what is pleaded at Parts C and D, and 45(c) above.

47. As to paragraph 47, he:

(a) denies sub-paragraph (a);

(b) denies sub-paragraph (b);

(c) refers to and repeats Parts C and D above.

48. As to paragraph 48, he:

(a) denies sub-paragraph (a);

(b) denies sub-paragraph (b);

(c) refers to and repeats Parts C and D above.

49. As to paragraph 49, he:

(a) denies sub-paragraph (a);

(b) denies sub-paragraph (b);

(c) refers to and repeats Parts C and D above.

50. As to paragraph 50, he:

(a) denies sub-paragraph (a);

(b) denies sub-paragraph (b);

(c) refers to and repeats Parts C and D above.

51. He denies paragraph 51.

52. As to paragraph 52, he:

(a) denies that he had any obligation to do the things alleged in sub-paragraph (a);

(b) denies that he had any obligation to do the things alleged in sub-paragraph (b);

(c) otherwise denies the allegations on the basis that, if the matters alleged are accepted by the Court (which is denied) were not caused by any failure on the part of Dr Bradshaw.

53. As to paragraph 53, he denies any breach of duty owed to the GFC and, on that basis

(a) denies sub-paragraph (a);

(b) denies sub-paragraph (b);

(c) denies sub-paragraph (c);

(d) denies sub-paragraph (d).

54. As to paragraph 54, he denies any breach of duty owed to the Geelong Players and, on that basis

(a) denies sub-paragraph (a);

(b) denies sub-paragraph (b);

(c) denies sub-paragraph (c);

(d) denies sub-paragraph (d).

## G. ALLEGATIONS MADE AGAINST OTHER CLUB DOCTORS

55. As to paragraph 55, he does not know, and therefore does not admit, the allegations.

56. As to paragraph 56, he does not know, and therefore does not admit, the allegations.

57. As to paragraph 57, he does not know, and therefore does not admit, the allegations.

58. As to paragraph 58, he does not know, and therefore does not admit, the allegations.

59. As to paragraph 59, he does not know, and therefore does not admit, the allegations.

60. As to paragraph 60, he does not know, and therefore does not admit, the allegations.

61. As to paragraph 61, he does not know, and therefore does not admit, the allegations.

62. As to paragraph 62, he does not know, and therefore does not admit, the allegations.

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81. As to paragraph 81, he does not know, and therefore does not admit, the allegations.

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83. As to paragraph 83, he does not know, and therefore does not admit, the allegations.

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85. As to paragraph 85, he does not know, and therefore does not admit, the allegations.

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89. As to paragraph 89, he does not know, and therefore does not admit, the allegations.

90. As to paragraph 90, he does not know, and therefore does not admit, the allegations.

91. As to paragraph 91, he does not know, and therefore does not admit, the allegations.

92. As to paragraph 92, he does not know, and therefore does not admit, the allegations.

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94. As to paragraph 94, he does not know, and therefore does not admit, the allegations.

95. As to paragraph 95, he does not know, and therefore does not admit, the allegations.

96. As to paragraph 96, he does not know, and therefore does not admit, the allegations.

97. As to paragraph 97, he does not know, and therefore does not admit, the allegations.

98. As to paragraph 98, he does not know, and therefore does not admit, the allegations.

99. As to paragraph 99, he does not know, and therefore does not admit, the allegations.

100. As to paragraph 100, he does not know, and therefore does not admit, the allegations.

101. As to paragraph 101, he does not know, and therefore does not admit, the allegations.

102. As to paragraph 102, he does not know, and therefore does not admit, the allegations.

103. As to paragraph 103, he does not know, and therefore does not admit, the allegations.

104. As to paragraph 104, he does not know, and therefore does not admit, the allegations.

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108. As to paragraph 108, he does not know, and therefore does not admit, the allegations.

109. As to paragraph 109, he does not know, and therefore does not admit, the allegations.

110. As to paragraph 110, he does not know, and therefore does not admit, the allegations.

111. As to paragraph 111, he does not know, and therefore does not admit, the allegations.

112. As to paragraph 112, he does not know, and therefore does not admit, the allegations.

113. As to paragraph 113, he does not know, and therefore does not admit, the allegations.

114. As to paragraph 114, he does not know, and therefore does not admit, the allegations.

115. As to paragraph 115, he does not know, and therefore does not admit, the allegations.

116. As to paragraph 116, he does not know, and therefore does not admit, the allegations.

117. As to paragraph 117, he does not know, and therefore does not admit, the allegations.

118. As to paragraph 118, he does not know, and therefore does not admit, the allegations.

119. As to paragraph 119, he does not know, and therefore does not admit, the allegations.

120. As to paragraph 120, he does not know, and therefore does not admit, the allegations.

121. As to paragraph 121, he does not know, and therefore does not admit, the allegations.

122. As to paragraph 122, he does not know, and therefore does not admit, the allegations.

123. As to paragraph 123, he does not know, and therefore does not admit, the allegations.

124. As to paragraph 124, he does not know, and therefore does not admit, the allegations.

125. As to paragraph 125, he does not know, and therefore does not admit, the allegations.

126. As to paragraph 126, he does not know, and therefore does not admit, the allegations.

127. As to paragraph 127, he does not know, and therefore does not admit, the allegations.

128. As to paragraph 128, he does not know, and therefore does not admit, the allegations.

129. As to paragraph 129, he does not know, and therefore does not admit, the allegations.

130. As to paragraph 130, he does not know, and therefore does not admit, the allegations.

131. As to paragraph 131, he does not know, and therefore does not admit, the allegations.

132. As to paragraph 132, he does not know, and therefore does not admit, the allegations.

133. As to paragraph 133, he does not know, and therefore does not admit, the allegations.

134. As to paragraph 134, he does not know, and therefore does not admit, the allegations.

135. As to paragraph 135, he does not know, and therefore does not admit, the allegations.

136. As to paragraph 136, he does not know, and therefore does not admit, the allegations.

137. As to paragraph 137, he does not know, and therefore does not admit, the allegations.

138. As to paragraph 138, he does not know, and therefore does not admit, the allegations.

139. As to paragraph 139, he does not know, and therefore does not admit, the allegations.

140. As to paragraph 140, he does not know, and therefore does not admit, the allegations.

141. As to paragraph 141, he does not know, and therefore does not admit, the allegations.

142. As to paragraph 142, he does not know, and therefore does not admit, the allegations.

143. As to paragraph 143, he does not know, and therefore does not admit, the allegations.

144. As to paragraph 144, he does not know, and therefore does not admit, the allegations.

145. As to paragraph 145, he does not know, and therefore does not admit, the allegations.

146. As to paragraph 146, he does not know, and therefore does not admit, the allegations.

147. As to paragraph 147, he does not know, and therefore does not admit, the allegations.

148. As to paragraph 148, he does not know, and therefore does not admit, the allegations.

149. As to paragraph 149, he does not know, and therefore does not admit, the allegations.

150. As to paragraph 150, he does not know, and therefore does not admit, the allegations.

## H. ALLEGED LIABILITY OF DR BRADSHAW

151. As to paragraph 151, he:

(a) admits the allegations;

(b) does not admit that the 'Costs' are recoverable by the GFC as against him.

152. He admits paragraph 152.

153. He admits paragraph 153.

154. As to paragraph 154, he:

(a) denies the allegations insofar as they concern him;

(b) refers to and repeats paragraphs Parts C, D and F above.

155. As to paragraph 155, he:

(a) denies subparagraph (c);

(b) refers to and repeats Parts C, D and F above;

(c) otherwise does not know, and therefore does not admit, the allegations insofar as they are made against other Club Doctors.

156. As to paragraph 156, he:

(a) denies subparagraph (d);

(b) refers to and repeats Parts C, D and F above;

(c) otherwise does not know, and therefore does not admit, the allegations insofar as they are made against other Club Doctors.

157. As to paragraph 157, he:

(a) denies the allegations, insofar as they are made against him;

(b) refers to and repeats Parts C, D and F above;

(c) otherwise does not know, and therefore does not admit, the allegations insofar as they are made against other Club Doctors.

## I. CONTRIBUTORY NEGLIGENCE OF THE PLAINTIFF, REGISTERED CLUB PLAYERS AND THE GFC

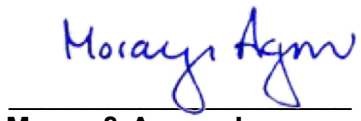
158. Dr Bradshaw reserves the right to plead contributory negligence as against each of the plaintiff, registered Club players, and the GFC following discovery by the plaintiff, and in respect of any group member's claims against the second defendant.

## J. LIMITATION OF ACTIONS ACT

159. Dr Bradshaw says further that the plaintiff's alleged causes of action in negligence are barred by the operation of s 27D of the *Limitation of Actions Act 1958* (Vic).

14 November 2025

**Robert Heath**
**Ben Petrie**
**Lucy Dawson**
Counsel for the fourth third party



**Moray & Agnew Lawyers**
Solicitors for the fourth third party

## Annexure A: Dictionary of Terms

**1st Zurich Statement** is defined at paragraph 6N(c) of this defence.

**12 Day Rule** means the rule defined at paragraph 6AG(a) of this defence, and as referred to at paragraphs 30(c), 40(c), 40A(c) and 52(b) of the statement of claim.

**2006 Guidelines** means the guidelines defined at 6M(b) of this defence.

**2008 Guidelines** means the guidelines defined at 6O(c) of this defence.

**AFL** means the first defendant herein.

**AFL Commission** means the Commission appointed pursuant to the Constitution of the AFL from time to time.

**AFL Constitution** means the Constitution of the AFL.

**AFL Endorsed Standard of Care** is defined at paragraph 6P of this defence.**AFL Medical Officer(s)** has the meaning given in the AFL Regulations.

**AFLMOA** means the AFL Medical Officers' Association Inc. (ABN 81 634 797 432).

**AFLMOA Guidelines** means, collectively, the 2006 Guidelines and the 2008 Guidelines.

**AFL Player Rules** or **AFLPR** means the AFL Player Rules in force at any given time.

**AFL Regulations** means the AFL Regulations in force at any given time.

**Associated Persons** is defined at paragraph 6Q(a) of this defence.

**Bradshaw Period** means the period defined at paragraph 3(d) of the TPN.

**CMO** means Club Medical Officer as defined in the AFL Player Rules as at May 2006.

**Concussion Management System** is defined at paragraph 6P(b) of this defence.

**Consensus Statements** means, collectively, the Vienna Statement, Prague Statement, and the 1st Zurich Statement.

**Dr Allen** means the fifth third party herein.

**Dr Bradshaw** means the fourth third party herein.

**GFC** means the second defendant herein.

**Initial Sideline Evaluation** means the club doctor's initial examination of a player for diagnostic purposes.

**Match** has the meaning given in the in the AFL Player Rules as at May 2006.

**Official Team Sheet** has the meaning given in the AFL Regulations as at June 2006.

**Person** has the meaning given in the in the AFL Player Rules as at May 2006.

**Player** has the meaning given in the in the AFL Player Rules as at May 2006.

**Prague Statement** is defined at paragraph 6L(c) of this defence.

**Registered Club players** has the same meaning as that given at paragraph 7C of the statement of claim.

**Relevant Matters** is defined at paragraph 6R(e) of this defence.

**RTP Decision** is defined at paragraph 6T(d), and means a decision to the effect that a player may return to participation in any match or training session.

**Rules** is defined at paragraph 6A(a).

**Statement of claim** means the statement of claim first filed on 11 July 2024 and as amended from time to time.

**Team** has the meaning given in the in the AFL Player Rules as at May 2006.

**TPN** means the third party notice filed by the second defendant on 18 September 2025.

**Vienna Statement** is defined at paragraph 6K(c) of this defence.