



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

No. S ECI 2023-00969

Case: S ECI 2023 00969  
Filed on: 20/03/2026 01:50 PM

BETWEEN

**JARED MAXWELL ROOKE**

Plaintiff

- and -

**AUSTRALIAN FOOTBALL LEAGUE**

-and-

First Defendant

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

Second Defendant

-and-

**HUGH SEWARD & Ors According to the Schedule**

First Third Party

**DEFENCE OF THIRD THIRD PARTY**

---

Date of document: 17 March 2026

Filed on behalf of the Third Third Party

Prepared by:

**Perry Maddocks Trollope**

Suite 892, 9 Yarra Street

South Yarra VIC 3141

Solicitors Code: CR 101 397

Telephone: (03) 9663 0500

Ref: D Maddocks

Email: davidm@pmtl.com.au

---

To the third party notice dated 18 September 2025 (**TPN**), the Third Third Party (**Dr Irwin**) says as follows.

He adopts defined terms from the TPN without making any admission.

**Parties and the Proceeding**

1. He admits paragraph 1.
2. He admits paragraph 2.
3. As to paragraph 3:
  - (a) He admits the allegations in subparagraph 3(c)(i);
  - (b) He admits the allegations in subparagraph 3(c)(ii);

- (c) He says that he was engaged as a Medical Officer (**MO**) for the Geelong Football Club (**GFC**) during the Irwin Period and that in that role, from time to time, he provided medical advice, treatment, care and management to some Geelong Players that presented to him with injury or suspected injury from time to time;
- (d) He otherwise denies the allegations in subparagraph 3(c)(iii);
- (e) He does not admit paragraphs 3(a) - (b) and 3(d) - (l) inclusive as they make no allegation against him.

#### **Claims by the plaintiff and Geelong sub-group members**

4. As to paragraph 4 he:

- (a) admits the plaintiff has made the allegations referred to therein;
- (b) adopts and relies on each denial and positive defence contained in:
  - (i) the defence of the first defendant (AFL) dated 17 December 2024 (**AFL Defence**);
  - (ii) the defence of GFC dated 20 December 2024 (**GFC Defence**);

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

5. As to paragraph 5 he:

- (a) admits the plaintiff has made the allegations referred to therein;
- (b) says further that the Irwin Period of his engagement by GFC concluded in 2005 and that any allegations by the plaintiff outside of that period are not relevant to him;
- (c) adopts and relies on each denial and positive defence contained in:
  - (i) the AFL Defence;
  - (ii) the GFC Defence;

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

6. As to paragraph 6 he:

- (a) Admits that GFC advance the allegations in paragraph 6 in the circumstances described in paragraph 6;
- (b) Denies that GFC (or the AFL) is entitled to any contribution or other remedy from him.

### **Other Club Doctors**

- 7. He does not admit paragraph 7 as it makes no allegation against him.
- 8. He does not admit paragraph 8 as it makes no allegation against him.
- 9. He does not admit paragraph 9 as it makes no allegation against him.
- 10. He does not admit paragraph 10 as it makes no allegation against him.
- 11. He does not admit paragraph 11 as it makes no allegation against him.
- 12. He does not admit paragraph 12 as it makes no allegation against him.
- 13. He does not admit paragraph 13 as it makes no allegation against him.
- 14. He does not admit paragraph 14 as it makes no allegation against him.
- 15. He does not admit paragraph 15 as it makes no allegation against him.
- 16. He does not admit paragraph 16 as it makes no allegation against him.
- 17. He does not admit paragraph 17 as it makes no allegation against him.
- 18. He does not admit paragraph 18 as it makes no allegation against him.
- 19. He does not admit paragraph 19 as it makes no allegation against him.
- 20. He does not admit paragraph 20 as it makes no allegation against him.
- 21. He does not admit paragraph 21 as it makes no allegation against him.
- 22. He does not admit paragraph 22 as it makes no allegation against him.
- 23. He does not admit paragraph 23 as it makes no allegation against him.
- 24. He does not admit paragraph 24 as it makes no allegation against him.
- 25. He does not admit paragraph 25 as it makes no allegation against him.

26. He does not admit paragraph 26 as it makes no allegation against him.
27. He does not admit paragraph 27 as it makes no allegation against him.
28. He does not admit paragraph 28 as it makes no allegation against him.
29. He does not admit paragraph 29 as it makes no allegation against him.
30. He does not admit paragraph 30 as it makes no allegation against him.

**Dr Irwin**

31. As to paragraph 31 he:
  - (a) Denies paragraph 31(a);
  - (b) Admits that on each occasion that he provided medical advice, treatment or management (**Medical Care**) to a Geelong Player in his capacity as a MO he owed that player a duty to exercise reasonable care and skill in accordance with reasonable medical practice at the relevant time and otherwise denies subparagraph 31(b).
32. As to paragraph 32 he:
  - (a) Refers to and repeats paragraph 31 above;
  - (b) Otherwise does not admit paragraph 32.
33. As to paragraph 33 he:
  - (a) Admits that during the Irwin Period, GFC relied on his medical expertise at those times that he was providing Medical Care to individual Geelong Players in his capacity as a MO and otherwise denies subparagraph 33(a);
  - (b) Admits that during the Irwin Period, individual Geelong Players relied on his medical expertise at those times that he was providing Medical Care to them in his capacity as a MO and otherwise denies subparagraph 33(b).
34. As to paragraph 34 he:
  - (a) Does not admit subparagraph 34(a);
  - (b) Denies subparagraph 34(b);

35. As to paragraph 35 he:
- (a) Refers to and repeats his denial in subparagraph 31(a);
  - (b) As to subparagraph 35(b):
    - (i) By operation of s 58 of the *Wrongs Act* 1958 (Vic) or at common law, the relevant standard of care is to be assessed as at the date of the alleged negligence and not at a later date.
    - (ii) The Irwin Period covers the period of time from 2000 to 2005;
    - (iii) The state of medical knowledge about the risk of permanent brain injury from concussion has changed significantly since the conclusion of the Irwin Period;
    - (iv) He refers to and repeats paragraph 34 above;
    - (v) At all times during the Irwin Period he provided Medical Care to Geelong Players in accordance with the rules and regulations made by the AFL from time to time;
    - (vi) At no time during the Irwin Period did the rules and regulations made by the AFL from time to time require the reasonable precautions;
    - (vii) The reasonable precautions, as described in paragraphs 30(a), (h), (i) and (j) of the plaintiff's Amended Statement of Claim (**ASOC**) are not properly particularised;
    - (viii) What was reasonably required in the provision of Medical Care to individual Geelong Players, on each occasion, depended on the clinical presentation of the player at that time;
    - (ix) He otherwise denies subparagraph 35(b).
36. He denies paragraph 36 and refers to and repeats paragraph 35 above.
37. He denies paragraph 37 and refers to and repeats paragraph 35 above.
38. He denies paragraph 38 and refers to and repeats paragraph 35 above.
39. He denies paragraph 39 and refers to and repeats paragraph 35 above.
40. He denies paragraph 40 and refers to and repeats paragraph 35 above.

41. He denies paragraph 41 and refers to and repeats paragraph 35 above.

42. He denies paragraph 42 and refers to and repeats paragraph 35 above.

**Other Club Doctors**

43. He does not admit paragraph 43 as it makes no allegation against him.

44. He does not admit paragraph 44 as it makes no allegation against him.

45. He does not admit paragraph 45 as it makes no allegation against him.

46. He does not admit paragraph 46 as it makes no allegation against him.

47. He does not admit paragraph 47 as it makes no allegation against him.

48. He does not admit paragraph 48 as it makes no allegation against him.

49. He does not admit paragraph 49 as it makes no allegation against him.

50. He does not admit paragraph 50 as it makes no allegation against him.

51. He does not admit paragraph 51 as it makes no allegation against him.

52. He does not admit paragraph 52 as it makes no allegation against him.

53. He does not admit paragraph 53 as it makes no allegation against him.

54. He does not admit paragraph 54 as it makes no allegation against him.

55. He does not admit paragraph 55 as it makes no allegation against him.

56. He does not admit paragraph 56 as it makes no allegation against him.

57. He does not admit paragraph 57 as it makes no allegation against him.

58. He does not admit paragraph 58 as it makes no allegation against him.

59. He does not admit paragraph 59 as it makes no allegation against him.

60. He does not admit paragraph 60 as it makes no allegation against him.

61. He does not admit paragraph 61 as it makes no allegation against him.

62. He does not admit paragraph 62 as it makes no allegation against him.

63. He does not admit paragraph 63 as it makes no allegation against him.
64. He does not admit paragraph 64 as it makes no allegation against him.
65. He does not admit paragraph 65 as it makes no allegation against him.
66. He does not admit paragraph 66 as it makes no allegation against him.
67. He does not admit paragraph 67 as it makes no allegation against him.
68. He does not admit paragraph 68 as it makes no allegation against him.
69. He does not admit paragraph 69 as it makes no allegation against him.
70. He does not admit paragraph 70 as it makes no allegation against him.
71. He does not admit paragraph 71 as it makes no allegation against him.
72. He does not admit paragraph 72 as it makes no allegation against him.
73. He does not admit paragraph 73 as it makes no allegation against him.
74. He does not admit paragraph 74 as it makes no allegation against him.
75. He does not admit paragraph 75 as it makes no allegation against him.
76. He does not admit paragraph 76 as it makes no allegation against him.
77. He does not admit paragraph 77 as it makes no allegation against him.
78. He does not admit paragraph 78 as it makes no allegation against him.
79. He does not admit paragraph 79 as it makes no allegation against him.
80. He does not admit paragraph 80 as it makes no allegation against him.
81. He does not admit paragraph 81 as it makes no allegation against him.
82. He does not admit paragraph 82 as it makes no allegation against him.
83. He does not admit paragraph 83 as it makes no allegation against him.
84. He does not admit paragraph 84 as it makes no allegation against him.
85. He does not admit paragraph 85 as it makes no allegation against him.

86. He does not admit paragraph 86 as it makes no allegation against him.
87. He does not admit paragraph 87 as it makes no allegation against him.
88. He does not admit paragraph 88 as it makes no allegation against him.
89. He does not admit paragraph 89 as it makes no allegation against him.
90. He does not admit paragraph 90 as it makes no allegation against him.
91. He does not admit paragraph 91 as it makes no allegation against him.
92. He does not admit paragraph 92 as it makes no allegation against him.
93. He does not admit paragraph 93 as it makes no allegation against him.
94. He does not admit paragraph 94 as it makes no allegation against him.
95. He does not admit paragraph 95 as it makes no allegation against him.
96. He does not admit paragraph 96 as it makes no allegation against him.
97. He does not admit paragraph 97 as it makes no allegation against him.
98. He does not admit paragraph 98 as it makes no allegation against him.
99. He does not admit paragraph 99 as it makes no allegation against him.
100. He does not admit paragraph 100 as it makes no allegation against him.
101. He does not admit paragraph 101 as it makes no allegation against him.
102. He does not admit paragraph 102 as it makes no allegation against him.
103. He does not admit paragraph 103 as it makes no allegation against him.
104. He does not admit paragraph 104 as it makes no allegation against him.
105. He does not admit paragraph 105 as it makes no allegation against him.
106. He does not admit paragraph 106 as it makes no allegation against him.
107. He does not admit paragraph 107 as it makes no allegation against him.
108. He does not admit paragraph 108 as it makes no allegation against him.

109. He does not admit paragraph 109 as it makes no allegation against him.
110. He does not admit paragraph 110 as it makes no allegation against him.
111. He does not admit paragraph 111 as it makes no allegation against him.
112. He does not admit paragraph 112 as it makes no allegation against him.
113. He does not admit paragraph 113 as it makes no allegation against him.
114. He does not admit paragraph 114 as it makes no allegation against him.
115. He does not admit paragraph 115 as it makes no allegation against him.
116. He does not admit paragraph 116 as it makes no allegation against him.
117. He does not admit paragraph 117 as it makes no allegation against him.
118. He does not admit paragraph 118 as it makes no allegation against him.
119. He does not admit paragraph 119 as it makes no allegation against him.
120. He does not admit paragraph 120 as it makes no allegation against him.
121. He does not admit paragraph 121 as it makes no allegation against him.
122. He does not admit paragraph 122 as it makes no allegation against him.
123. He does not admit paragraph 123 as it makes no allegation against him.
124. He does not admit paragraph 124 as it makes no allegation against him.
125. He does not admit paragraph 125 as it makes no allegation against him.
126. He does not admit paragraph 126 as it makes no allegation against him.
127. He does not admit paragraph 127 as it makes no allegation against him.
128. He does not admit paragraph 128 as it makes no allegation against him.
129. He does not admit paragraph 129 as it makes no allegation against him.
130. He does not admit paragraph 130 as it makes no allegation against him.
131. He does not admit paragraph 131 as it makes no allegation against him.

132. He does not admit paragraph 132 as it makes no allegation against him.
133. He does not admit paragraph 133 as it makes no allegation against him.
134. He does not admit paragraph 134 as it makes no allegation against him.
135. He does not admit paragraph 135 as it makes no allegation against him.
136. He does not admit paragraph 136 as it makes no allegation against him.
137. He does not admit paragraph 137 as it makes no allegation against him.
138. He does not admit paragraph 138 as it makes no allegation against him.
139. He does not admit paragraph 139 as it makes no allegation against him.
140. He does not admit paragraph 140 as it makes no allegation against him.
141. He does not admit paragraph 141 as it makes no allegation against him.
142. He does not admit paragraph 142 as it makes no allegation against him.
143. He does not admit paragraph 143 as it makes no allegation against him.
144. He does not admit paragraph 144 as it makes no allegation against him.
145. He does not admit paragraph 145 as it makes no allegation against him.
146. He does not admit paragraph 146 as it makes no allegation against him.
147. He does not admit paragraph 147 as it makes no allegation against him.
148. He does not admit paragraph 148 as it makes no allegation against him.
149. He does not admit paragraph 149 as it makes no allegation against him.
150. He does not admit paragraph 150 as it makes no allegation against him.

**Alleged Liability of the Club Doctors**

151. As to paragraph 151 he:
  - (a) Admits that GFC has and might continue to incur Costs in the circumstances alleged;

- (b) Denies that GFC has any entitlement to recover those Costs (or any part thereof) from him.

152. As to paragraph 152 he:

- (a) Admits that in the circumstances alleged GFC might suffer loss in the amount of any Judgment Sums;
- (b) Denies that GFC has any entitlement to recover the amount of any Judgment Sums (or any part thereof) from him.

153. As to paragraph 153 he:

- (a) Admits that in the circumstances alleged GFC might suffer loss in the amount that of any Settlement Sums;
- (b) Denies that GFC has any entitlement to recover the amount of any Settlement Sums (or any part thereof) from him.

154. Insofar as it makes any allegation against him, he denies paragraph 154.

155. Insofar as it makes any allegation against him, he denies paragraph 155.

156. Insofar as it makes any allegation against him, he denies paragraph 156.

157. Insofar as it makes any allegation against him, he denies paragraph 157.

158. He says further that at all relevant times, withing the meaning of s 59 of the *Wrongs Act 1958 (Vic)* he:

- (a) was a professional providing a professional service;
- (b) acted in a manner that was widely accepted in Australia by a significant number of respected practitioners in the field as competent professional practice in the circumstances.

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

160. He says further that the plaintiff's alleged causes of action are barred by operation of s 27D of the *Limitation of Actions Act 1958 (Vic)*.

**Ben Jellis SC**

**Sebastian Reid**

Dated: March 2026



.....  
Perry Maddocks Trollope  
Lawyers for the Third Third Party

**SCHEDULE OF PARTIES**

|  |                      |
|--|----------------------|
| Jarad Maxell Rooke                           | Plaintiff            |
| Australian Football League (ACN 004 155 211) | First Defendant      |
| Geelong Football Club (ACN 005 150 818)      | Second Defendant     |
| Hugh Seward                                  | First Third Party    |
| Peter Larkins                                | Second Third Party   |
| Andrew Irwin                                 | Third Third Party    |
| Chris Bradshaw                               | Fourth Third Party   |
| Geoff Allen                                  | Fifth Third Party    |
| Drew Slimmon                                 | Sixth Third Party    |
| David Long                                   | Seventh Third Party  |
| James McClaren                               | Eighth Third Party   |
| Peter Ryan                                   | Ninth Third Party    |
| Gregory Lindquist                            | Tenth Third Party    |
| Jeanne McGivern                              | Eleventh Third Party |
| Kendall Brookes                              | Twelfth Third Party  |