

## NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 19/03/2019 3:48:31 PM AEDT and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

### Details of Filing

Document Lodged: Statement of Claim - Form 17 - Rule 8.06(1)(a)  
File Number: NSD309/2019  
File Title: JACK DE BELIN v AUSTRALIAN RUGBY LEAGUE COMMISSION  
LTD ACN 003 107 293 & ANOR  
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF  
AUSTRALIA



A handwritten signature in blue ink that reads 'Warwick Soden'.

Dated: 20/03/2019 11:57:32 AM AEDT

Registrar

### Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.



**Amended Statement of Claim**

No. NSD 309 of 2019

Federal Court of Australia  
District Registry: New South Wales  
Division: General

**Jack de Belin**

Applicant

**Australian Rugby League Commission Limited (ACN 003 107 293)**

First Respondent

**National Rugby League Limited (ACN 082 088 962)**

Second Respondent

**Parties**

1. The applicant ("**de Belin**"):

- (a) is a professional rugby league player;
- (b) is contracted by St George Illawarra Rugby League Football Club Pty Ltd ("**the Club**") to play rugby league in the competition operated by the second respondent ("**NRL Competition**" and "**NRL**" respectively);
- (c) has represented New South Wales Country in Country versus City rugby league matches;
- (d) has represented New South Wales in State of Origin rugby league matches.

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Filed on behalf of (name & role of party)	Applicant		
Prepared by (name of person/lawyer)	Robert Tassell		
Law firm (if applicable)	Pikes & Verekers Lawyers		
Tel	(02) 9262 6188	Fax	(02) 9262 6175
Email	rtassell@pvlaw.com.au		
Address for service	Level 2, 50 King Street Sydney New South Wales 2000		

2. The first respondent (“**ARLC**”):

- (a) is a company limited by guarantee;
- (b) is the controlling body and administrator of the game of rugby league football in Australia;
- (c) is engaged in the business of offering an established system for rugby league competitions known as the NRL Competition;
- (d) has engaged the NRL to operate and manage the NRL Competition;
- (e) together with the NRL operates and/or controls the website [www.nrl.com](http://www.nrl.com).

3. The NRL:

- (a) is a company limited by guarantee;
- (b) operates and manages the NRL Competition;
- (c) has appointed the Club as a licensee within the NRL Competition;
- (d) together with the ARLC operates and/or controls the website [www.nrl.com](http://www.nrl.com).

4. Peter Beattie is the Chairman of the ARLC and a director of the NRL.

5. Todd Greenberg is the Chief Executive Officer of the NRL.

### **Relevant contracts**

6. On 1 December 2011 the NRL entered into a contract with the Club (the “**Club Licence Agreement**”) whereby:

- (a) the NRL granted the Club a licence to participate in the NRL Competition;
  - (b) the Club must make its players available for selection in representative matches such as for State of Origin or the Australian team;
  - (c) the Club must ensure that none of its players play any football of any code other than the NRL Competition and representative matches;
  - (d) the Club agrees to be bound by the NRL Rules.
7. On 13 February 2017 de Belin entered into a contract with the Club (the "**Player Contract**") whereby:
- (a) he became an employee of the Club until 13 October 2020;
  - (b) he agreed to play rugby league for the Club as part of the NRL Competition;
  - (c) he agreed to be bound by the NRL Rules including Schedule 1 of those Rules (the "**NRL Code of Conduct**") which contained provisions:
    - i. permitting the NRL to suspend a player for conduct amounting to a breach of that code (clauses 12 and 14);
    - ii. providing that the ARLC and/or the NRL will not take any action against a rugby league player for a breach of the Code of Conduct if such breach is the subject of criminal proceedings unless the CEO or COO of the NRL determines "*it is appropriate to do so*" (clause 58).
  - (d) he agreed not to play football for any other club or body except if selected for representative matches;
  - (e) the Club agreed to use its best endeavours to provide de Belin an opportunity to play rugby league in the NRL Competition.

8. On 1 November 2017 the NRL entered into a Collective Bargaining Agreement (“**CBA**”) with the Rugby League Players’ Association (“**Association**”):
- (a) for a term of 5 years;
  - (b) whereby the NRL agreed it could and would not make changes to the NRL Rules that are inconsistent with the CBA or players’ contracts, including the Player Contract;
  - (c) whereby the NRL agreed that any changes required by the NRL to the Player Contract must be reasonably agreed by the Association; and
  - (d) whereby the NRL agreed that it could and would not make changes to the NRL Rules without adequate consultation with the Association (as therein specified).

### **Alleged offence**

9. On about 13 December 2018 de Belin was charged with a criminal offence in the State of New South Wales (the “**alleged offence**”).
10. On 12 February 2019 de Belin pleaded not guilty to the alleged offence.
11. At all times de Belin has maintained his innocence in relation to the alleged offence.
12. A breach of the NRL Code of Conduct would require a finding that de Belin has engaged in conduct amounting to a breach of the NRL Code of Conduct.
13. Neither the ARLC nor the NRL have made a finding that de Belin has engaged in conduct that amounts to a breach of the NRL Code of Conduct.

14. Neither the ARLC nor the NRL had, at material times, in its possession any evidence capable of enabling them to properly form a view as to whether de Belin engaged in the alleged offence or conduct that constituted a breach of the NRL Code of Conduct.

### **Misleading and/or deceptive conduct**

#### Conduct representations

15. From about 17 December 2018 ~~20 February~~ until 27 February 2019, the ARLC and/or the NRL made the following representations to the Australian public, including the Club, selectors for representative rugby league positions and sponsors:

- (a) That the ARLC and/or NRL had formed a view that de Belin was guilty of the alleged offence;
- (b) That the ARLC and/or NRL had formed a view that de Belin had engaged in conduct that warranted his immediate suspension as a player for the Club;
- (c) That the ARLC and/or the NRL had formed the view that de Belin had engaged in conduct that was a breach of the NRL Code of Conduct;
- (d) That the ARLC and/or NRL had formed a view that de Belin, by his conduct, had brought the game of rugby league into disrepute,

(collectively, the “**Conduct Representations**”).

#### Particulars

- (a) Press releases, social media, on www.nrl.com, in television, radio and newspaper interviews by Peter Beattie and Todd Greenberg published in every State and Territory of Australia.

~~(b) Exhibit CGO 5 to the Affidavit of Craig Osborne sworn 8 March 2019.~~

(b) As set out in Schedule A annexed hereto.

16. The Conduct Representations were made in trade and commerce.

Particulars

- (a) The ARLC and the NRL provide sporting entertainment services to the Australian public for which they earn substantial sums.
- (b) The Conduct Representations were made in the course of that business, including the promotion of that business.
- (c) Further, the ARLC and the NRL acquire the services of Clubs, players and other persons in the conduct of running professional rugby league competitions.

17. The Conduct Representations were misleading and/or deceptive and likely to mislead and/or deceive.

Particulars

- (a) de Belin has pleaded not guilty to the alleged charges and is and was entitled to the presumption of innocence;
- (b) Neither the ARLC nor the NRL was in possession of any material to enable them (or either of them) to determine that de Belin was guilty of the alleged offence;
- (c) Neither the ARLC nor the NRL was in possession of any material to enable them (or either of them) to determine that de Belin had engaged in conduct that was in breach of the NRL Code of Conduct;

- (d) Neither the ARLC nor the NRL had formed the view that de Belin had engaged in conduct that breached the NRL Code of Conduct;
- (e) Neither the ARLC nor the NRL had formed the view that de Belin had engaged in conduct that warranted his suspension;
- (f) Neither the ARLC nor the NRL had formed the view that de Belin had engaged in conduct that brought the game of rugby league into disrepute.

~~18. The respondents, as at the date of this pleading, continue to make the Conduct Representations.~~

Particulars

- ~~(a) The Conduct Representations continue to be made on the website [www.nrl.com](http://www.nrl.com).~~

Suspension representation

19. From about 28 February 2019 and continuing to 10 March 2019 date, the ARLC and/or the NRL made the following representation represented to the Australian public, including the Club, selectors for representative rugby league positions and sponsors that the ARLC and/or NRL had suspended and/or stood down and/or banned de Belin from participating in the NRL Competition (the “**Suspension Representation**”).

Particulars

- (a) The Suspension Representation was made in press releases, social media, and on [www.nrl.com](http://www.nrl.com), and in television, radio and newspaper interviews by Peter Beattie and Todd Greenberg published in every State and Territory of Australia.



~~(b) Exhibits CGO 7 and CGO 8 of the Affidavit of Craig Osborne sworn 4 March 2019.~~

(b) The Suspension Representation was repeated by the respondents after they admitted by their solicitors on 1 March 2019 that de Belin had no in fact been suspended.

(c) The Suspension Representation was repeated by the respondents after the service of these proceedings on 6 March 2019.

(d) As set out in Schedule B annexed hereto.

20. The Suspension Representation was made in trade and commerce.

Particulars

(a) The ARLC and the NRL provide sporting entertainment services to the Australian public for which they earn substantial sums.

(b) The Suspension Representations were made in the course of that business, including the promotion of that business.

(c) Further, the ARLC and the NRL acquire the services of Clubs, players and other persons in the conduct of running professional rugby league competitions.

21. The Suspension Representation was misleading and/or deceptive and likely to mislead and/or deceive.

Particulars

(a) Neither the ARLC nor the NRL had suspended and/or stood down de Belin from participating in the NRL Competition.

- (b) Neither the Club nor de Belin had been informed by the respondents, or either of them, that de Belin had been suspended;
  - (c) On 1 March 2019 the applicants, by their solicitor, wrote to the respondents to enquire whether any decision had been made affecting the applicants;
  - (d) On 1 March 2019 the respondents, by their solicitor, wrote to the applicants and advised that de Belin had not been suspended by the respondents;
  - (e) On 7 March 2019 the respondents, by their Counsel, informed Rares J in the Federal Court of Australia that the respondents had not suspended de Belin.
22. ~~The respondents, as at the date of this pleading, continue to make the Suspension Representation.~~

Particulars

- ~~(a) The Suspension Representation continues to be made on the website [www.nrl.com](http://www.nrl.com).~~
23. The conduct of the respondents referred to in paragraphs 15-22 above was in contravention of section 18 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ("**ACL**").
24. The conduct of the respondents referred to in paragraphs 15 – 23, above has caused and will cause the applicant loss and/or damage.

Particulars

- (a) The Conduct Representations and Suspension Representation have been repeated in the national media and continue to be repeated and disseminated throughout Australia;
- (b) The Conduct Representations have caused and will cause:
  - i. irreparable damage to the reputation of de Belin;
  - ii. hurt and stress to de Belin; and
  - iii. financial loss to de Belin.
- (c) The Suspension Representation has caused and will cause:
  - i. irreparable damage to the reputation of de Belin;
  - ii. hurt and stress to de Belin; and
  - iii. financial loss to de Belin.

### **Unconscionable conduct**

25. Prior to 11 March 2019, the ARLC and NRL:
- (a) knew from at least 13 December 2018 that de Belin had been charged with the alleged offence;
  - (b) announced on 13 December 2018 and 13 February 2019 that they would not take action against de Belin but would allow the court process to take its course;

- (c) knew that the Player Contract required de Belin to play for the Club in the NRL Competition and that the Club use its best endeavours to play de Belin in the NRL Competition;
- (d) made the Conduct Representations;
- (e) made the Suspension Representation;
- (f) asserted through their Counsel in the Federal Court on 7 March 2019, that they had not made the Suspension Representation;
- (g) had required de Belin to enter into the Player Contract (incorporating by reference the NRL Rules and the NRL Code of Conduct), which gave rise to a reasonable expectation on the part of players in the position of de Belin (including de Belin) that they could and would not be suspended or stood down other than by a finding of misconduct under the NRL Code of Conduct;
- (h) did not have the power to suspend and had not suspended any player in the NRL Competition merely by reason of his having been charged with a criminal offence on a no-fault basis, without any finding of misconduct;
- (i) had made it very clear that a player facing criminal charges would be afforded natural justice, such that they would not suffer sanction at the suit of the ARLC and/or NRL until the conclusion of court proceedings;
- (j) on 26 February 2019 required the Club to stand de Belin down from playing for the Club;
- (k) on 27 February 2019 required de Belin to attend a meeting with Todd Greenberg, during which Greenberg:
  - i. requested that de Belin “voluntarily stand down”;
  - ii. informed de Belin that the NRL Competition was more important than de Belin;

iii. informed de Belin that if he did not “voluntarily stand down” he would be stood down by the ARLC the following day.

in circumstances where Greenberg knew, or ought to have known that neither the ARLC nor the NRL had the power to suspend de Belin the following day;

- (l) acted in restraint of trade in the circumstances set out in paragraphs 29-39 below; and
- (m) interfered in the Player Contract in the circumstances set out in paragraphs 40-41 below.

25A. By reason of the facts and matters referred to in the preceding paragraph, at all material times the ARLC and NRL:

- (a) were in grossly unequal bargaining position from that of de Belin in connection with the terms of the NRL Rules and any amendments thereto and the performance by de Belin of his obligations under the Player Contract, the NRL Rules and the NRL Code of Conduct (ACL s.22(1)(a) and/or (2)(a));
- (b) exerted undue influence and utilised unfair tactics against de Belin (ACL s.22(1)(d) and/or (2)(d));
- (c) engaged in conduct towards de Belin that was inconsistent with their conduct towards other players charged with criminal offences (ACL s.22(1)(f) and/or (2)(f));
- (d) engaged in conduct towards de Belin that was inconsistent with the NRL Code of Conduct (ACL s.22(1)(g) and/or (2)(g));
- (e) failed to negotiated with de Belin the changes to the Player Contract (ACL s.22(1)(j) and/or (2)(j)); and
- (f) failed to act in good faith (ACL s.22(1)(l) and/or (2)(l)).

~~25. On 27 February 2019 the ARLC and the NRL required de Belin to attend a meeting with Todd Greenberg, during which:~~

~~(a) Greenberg requested that de Belin “voluntarily stand down”;~~

~~(b) Greenberg informed de Belin that the NRL Competition was more important than de Belin;~~

~~(c) Greenberg informed de Belin that if he did not “voluntarily stand down” he would be stood down by the ARLC the following day,~~

~~in circumstances where Greenberg knew, or ought to have known that neither the ARLC nor the NRL had the power to suspend de Belin the following day.~~

26. The conduct of the respondents referred to in paragraphs ~~15-25-25A~~ above and paragraphs ~~29-40~~ below, was conduct in connection with:

(a) the supply or possible supply of services by the respondents to de Belin the applicant; and/or

(b) the acquisition or possible acquisition of services from the applicants de Belin by the respondents.

27. The conduct of the respondents referred to in paragraphs 25-26 above and paragraphs ~~29-40~~ below, is and was unconscionable within the meaning of s.21 of the ACL.

28. The conduct of the respondents referred to in the preceding paragraph has caused and will cause de Belin ~~the applicant~~ loss and/or damage.

#### Particulars

See particulars ~~beneath~~ to paragraph 24, above.

#### **Threatened Restraint of trade**

29. On 28 February 2019, the ARLC resolved to direct the NRL by its Chief Executive Officer to amend the NRL Rules to include a new rule:
- (a) so that the NRL might suspend or stand down any rugby league player employed by the Club (including de Belin) who had been charged with a serious criminal offence so that he not take part in the NRL Competition;
  - (b) such suspension would occur without any finding of fault on the part of the player affected;
  - (c) such amendment would be affected prior to the commencement of the 2019 NRL Competition, (the "Proposed New Rule").
30. On 1 March 2019, by their solicitors, the respondents informed the de Belin ~~applicant~~ and the Club that:
- (a) the Proposed New Rule would apply to de Belin and result in his immediate suspension;
  - (b) such suspension would occur without any fault on the part of de Belin;
  - (c) the Proposed New Rule would be included in the NRL Rules before the commencement of the upcoming 2019 NRL Competition.

30A On 11 March 2019 the respondents purported to amend the NRL Rules to include Rule 22A ("New Rule") which provided that:

- (a) when a player is charged with a criminal offence that carries a penalty of 11 years or more, he will be automatically suspended from playing;
- (b) such player will be, as soon as practicable, served with a stand down notice;
- (c) any player charged with such an offence prior to the insertion of the New Rule is automatically suspended upon the insertion of the New Rule into the NRL Rules; and
- (d) there is no right of appeal from such automatic suspension.

30B On 11 March 2019 the respondents issued to de Belin a Notice of No-Fault Stand Down ("Notice") purporting to suspend him by reason of the operation of the New Rule.

30C The respondents did not provide a proper opportunity for the Association to consult in relation to the terms of the New Rule before its inclusion in the NRL Rules.

31. The NRL Competition for 2019 will commenced on 14 March 2019.

32. The Club's first rugby league match in the NRL Competition for 2019 is took place on 16 March 2019.

33. But for the ~~threatened~~ purported suspension of de Belin under the New Rule, de Belin ~~intends~~ was and is available to play for the Club as a rugby league player in the ~~match referred to in paragraph 31 above and in subsequent~~ matches throughout 2019 and 2020 as part of the NRL Competition.



34. But for the ~~threatened~~ purported suspension of de Belin under the New Rule, de Belin ~~intends~~ was and is to make himself available to be selected for representative teams including State of Origin and Australia throughout 2019 and 2020.
35. The ~~intention~~ availability of de Belin ~~that de Belin~~ to play for the Club in the NRL Competition during the term of the Player Contract is in accordance with and required by the terms of the Player Contract and the Club Licence Agreement.
36. By reason of their conduct as set out in paragraphs 25, 29 and 30 and 30A and 30B, above, and in particular, the introduction of the New Rule, the ARLC and NRL ~~intend~~ threatened to and did impose a term in one or both of the Player Contract and Club Licence Agreement so that de Belin may be suspended or stood down from participation in the NRL Competition.
37. Further, by reason of their conduct set out in paragraphs 25, 29 and 30 and 30A and 30B above, and in particular, the introduction of the New Rule, the respondents ~~threatened~~ to interfere and have interfered with the trade of de Belin in his participation in the NRL Competition, by suspending de Belin from participating in the NRL Competition as a player for the Club (the “**threatened Restraint**”).
38. The New Rule and/or the Notice are ~~is~~ unreasonable and contrary to public policy.

#### Particulars

- (a) The length of the ~~threatened~~ Restraint is ~~undetermined~~ indeterminate but will likely extend beyond the 2019 NRL Competition;
- (b) The length of the ~~threatened~~ Restraint may extend beyond the term of de Belin's contract with the Club (October 2020);
- (c) de Belin is restrained by the Player Contract from playing football for any other code outside of the NRL Competition;

- (d) de Belin, as a professional sports person, has a limited remaining career given he is now 28 years old;
- (e) de Belin will suffer form loss due to loss of match play and experience during the term of the ~~threatened~~ Restraint;
- (f) de Belin will be precluded from selection in representative teams for which, if selected, he would be entitled to additional remuneration;
- (g) de Belin will be precluded from obtaining sponsorship by reason of the ~~threatened~~ Restraint;
- (h) The Club is required to pay de Belin a substantial sum in accordance with the terms of the Player Contract without receiving the benefit of his service for an extended period of time;
- (i) The New Rule has retrospective effect in that it automatically applies to amend the Player Contract and thus operate to suspend de Belin;
- (j) de Belin will be unable to successfully negotiate a new Player Contract with the Club or another team whilst he is suspended and will therefore likely be without income at the conclusion of the Player Contract;
- (k) The New Rule is inconsistent with the Player Contract and thus in breach of the CBA in that:
  - i. prior to 11 March 2019 the ~~current~~ NRL Rules only provided for the suspension of a player who has engaged in conduct that amounts to a breach of the NRL Rules;
  - ii. the New Rule will result in suspension when no conduct has been engaged in by the player given it is a "no fault" provision;

iii. the New Rule, by providing for suspensions that await the determination of criminal proceedings, will leave a player unable to meet his contractual obligations for months, and possibly years.

(l) contrary to the CBA, the respondents did not provide a proper opportunity for the Association to consult in relation to the terms of the New Rule before its inclusion in the NRL Rules.

39. Further and in the alternative, the threatened Restraint is unreasonable and contrary to public policy.

#### Particulars

See particulars to paragraph 38, above.

#### **Interference with contract**

40. By reason of the conduct of the respondents set out in paragraphs 25, 29 and 30, 30A and 30B above, the respondents have engaged ~~or threaten to engage in~~ tortious interference ~~of~~ with the Player Contract in circumstances where at all material times the respondents were aware:

- (a) of the existence and terms of the Player Contract;
- (b) that the Player Contract required the Club to employ de Belin to play rugby league for it in the NRL Competition;
- (c) that the Player Contract required de Belin to play rugby league for the Club in the NRL Competition;
- (d) that the New Rule or any suspension of de Belin pursuant to it (or otherwise) would interfere with the rights and obligations of the Club and de Belin set out in (b) and (c), above.

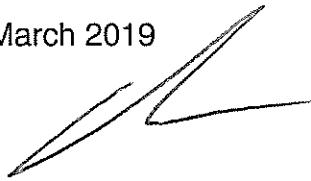
40A The conduct of the respondents referred to in the preceding paragraph was and is an intentional and/or a direct interference with the Player Contract.

41. The conduct of the respondents referred to in the preceding paragraphs 40 and 40A has and will cause the applicant loss and/or damage:

Particulars

See particulars to paragraph 24, above.

Date: 19 March 2019



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Signed by Robert Tassell  
Lawyer for the Applicant

This pleading was prepared by Sue Chrysanthou, barrister.

**Certificate of lawyer**

I Robert Tassell certify to the Court that, in relation to the statement of claim filed on behalf of the Applicant, the factual and legal material available to me at present provides a proper basis for each allegation in the pleading.

Date: 19 March 2019

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Signed by Robert Tassell  
Lawyer for the Applicant

## SCHEDULE A

Date	Title	Reference
17 December 2018	Beattie's 'hard line' code-wide ban proposed welcomed	RT-7 page 208
16 February 2019	Crackdown	RT-7 page 210
16 February 2019	Summer from hell has cost NRL millions, says Beattie	RT-7 page 211
17 February 2019	ARLC chairman Peter Beattie threatens life bans for NRL bad boys	RT-17
19 February 2019	I'd Stand Myself Down': NRL Chair Peter Beattie's Shock De Belin Admission	RT-7 page 212
21 February 2019	Peter Beattie all but confirms new ARLC policy for player behaviour issue	RT-7 page 216
21 February 2019	Can someone please give Peter Beattie a big glass of 'shut the hell up'	RT-17
25 February 2019	Let fans have the power: Beattie	RT-7 page 215
25 February 2019	TV star's case shows why ARLC shouldn't 'sterilise' de Belin services	RT-17
26 February 2019	Stand down de Belin or we will, NRL to tell Dragons	RT-17
27 February 2019	Greenberg's power dinner with Benny, Mal and Gus on de Belin	RT-17

## SCHEDULE B

Date	Title	Reference
28 February 2019	ARLC announces 'no-fault stand down policy' for players facing serious charges	RT-8 page 219
28 February 2019	Walker set to be first test case for discretionary stand down policy	RT-15 page 273
28 February 2019	NRL Press conference	RT-16
28 February 2019	NRL: ARLC Chairman Peter Beattie faces flack over Jack de Belin decision	RT-18
28 February 2019	de Belin banned by NRL but matter not over	RT-18
1 March 2019	Damage control	RT-8 page 227
	De Belin proclaims innocence after being stood down	RT-8 page 231
1 March 2019	Peter Beattie denies league abandoned Jack de Belin	RT-8 page 234
1 March 2019	Daily Briefing	RT-8 page 235
1 March 2019	NRL tackles image crisis	RT-8 page 236
1 March 2019	All hell to break loose as Beattie throws Greenberg hospital pass	RT-8 page 240
1 March 2019	What they said	RT-8 page 244
1 March 2019	'I am innocent': De Belin set to fight stand-down as Beattie draws line	RT-8 page 248
3 March 2019	'I am innocent': De Belin set to fight stand-down as Beattie draws line	RT-8 page 248
3 March 2019	NRL in a bind over sex tapes with more videos expected	RT-8 page 249
6 March 2019	NRL could cut salary cap if player behaviour doesn't improve	RT-15 page 277
6 March 2019	Transcript published by the ABC of an interview between Leigh Sales of the ABC 7.30 Report and Mr Beattie on 6 March 2019	RT-15 page 281