JUDICIARY OF
ENGLAND AND WALES

Football and the Law

A Talk to the Newcastle Business and Property Courts Forum

24 October 2022

David Foxton

Judge in Charge of the Commercial Court

When Philip Kramer asked if I would be interested in coming to Newcastle to speak to the Business and Property Courts forum, the subject of football and the law immediately suggested itself. Newcastle is, of course, the most passionate football city in England and Wales. I should confess, at this point, that if the occasion presents itself to deliver the same talk in any of the other business and property court centres, I will almost certainly say the same thing there too. Except in Cardiff. But it was, after all, at the North East's greatest where three of the team who achieved England's most famous football triumph learned their trade. That's right, the Lionesses Lucy Bronze, Beth Mead and Jill Scott who all started out at Sunderland AFC Ladies.

Having selected my topic, it rapidly became clear that the problem would not be finding things to say, but working out what I should leave out. The huge commercial and social undertaking which professional and amateur football has become in this country has made its presence felt in a vast number of areas of legal practice. It is a subject which now merits its own textbook, edited by Nick De Marco KC with a team of specialist contributors. The second edition of that book, published in August 2022, runs to 600 pages and covers such diverse topics as employment law, transfers, safeguarding issues, image rights, personal injury, broadcasting and the disciplinary regime.[1]

To avoid taking you all into what would be very extra time indeed, I have decided on three limitations. First, I have picked one case per decade from the 1960s to the 2010s. Second, I have limited myself to cases in this jurisdiction. And finally, I have tried to pick cases engaging with a variety of legal topics. I hope the combination of the criteria will provide at least some insight into the legal complexities which have followed from football's transition from a pastime to a business.

[1] Nick De Marco QC and others, *Football and the Law* 2nd (2022).

The 1960s

Fortuitously, I am able to begin with a local hero, albeit his attempt to change the locality in which he was hero proved rather more difficult than he anticipated. The photograph is of George Eastham, forever immortalised in legal terms in *Eastham v Newcastle United* [1964] Ch 413. He has an unchallengeable place in the midfield in any Fantasy Football Litigation XI alongside Jean-Marc Bosman, for his central role in bringing down the Football League's retain system. Eastham decided the time had come to leave the 'Toon, and wished to sign for Arsenal. As he had reached at the end of what at the time were the yearly contracts which were all that footballers received, that should have been no problem. However, the Football League operated two systems, the retain system and the transfer system. At the end of each year, a club could either keep the player's registration and place him on the retain list at a minimum wage of £418 a year, or place him on the transfer list at a fee of their choosing. Even if a player on the retain list had not agreed a new contract with the club, and so had ceased to be an employee, he could not play for any of the other 92 football league clubs, or, as a result of interlocking agreements between different national leagues, for another club anywhere in the world, with the exception of Australia.

Newcastle United refused a succession of requests by Eastham to be placed on the transfer list. He went on strike, and rather than serve a spell at the Wollongong Wolves or Boroondara Eagles, took a job outside football selling cork in Guildford, for which he later claimed he was paid more than when at Newcastle. He also commenced proceedings against the club, the Football League and the Football Association contending that his contract with them, in so far as it incorporated the retain and transfer regimes, and the Football Association and League Rules constituting that regime, were void as an unlawful restraint of trade. A month after proceedings had been issued, the club relented, selling him to Arsenal for £47,500. But if the Football League and its clubs could smell defeat ahead, so could the Professional Footballers' Association and its then-chair Jimmy Hill. They stumped up £15,000 to cover Eastham's legal fees, and the case continued.

It was tried before Mr Justice Wilberforce in the Chancery Division, a judge famous for his promotion after three years from the High Court direct to the House of Lords. His out-of-court interests extended to the turf, opera and travel, rather than the beautiful game. But he had little difficulty in striking down the retain system as an unlawful restraint of trade, although he refused Eastham's claim for wages during the period when he was on strike.[2] Wilberforce rejected the suggestion that the retain system was justified because it prevented the best players being concentrated at the wealthiest clubs, on the basis that this was happening anyway, and that offering players longer contracts would better serve that end. Significantly, he granted declarations not only against the club, with whom Eastham was in contractual relations, but the Football League and Football Association as well. That was an innovative, but not unprecedented, step,[3] which made it more likely that Eastham's success would have wider repercussions.

[2] *Eastham v Newcastle United Football Club* [1964] Ch 413.

[3] He reasoned from the decisions in *Mineral Water Bottle Exchange v Booth* (1887) 36 Ch D 465 and *Kores Manufacturing Co Ltd v Kolok Manufacturing Co Ltd* [1959] Ch 108 that agreements between employers could constitute an unreasonable restraint of trade so far as employees were concerned to the conclusion that, as someone interested in those agreements, the law should give employees the means to protect their own interests rather relying on an employer to do so.

So it proved. The "retain" element of the system was greatly curtailed, and the transfer tribunal set up to resolve disputed transfer requests. That began a long process in which the balance of contractual power shifted decisively from the club to the player. Some have credited the decision with more wide-ranging implications than that. The late Professor Michael Furmston, more a devotee of cricket than football, wrote in March 1964 that if the England team were to win the World Cup two years' hence, Wilberforce J's decision "may have proved a significant factor".[4] So now we know. It was the Chancery Division wot won it.

The 1970s

I suspect this footballer will be less familiar to you. He is Ted McDougall, and he lay at the heart of the case I want to consider for the 1970s, although that selection involves a slight chronological cheat because judgment in the appeal was handed down in May 1980. MacDougall was a striker and prolific goal scorer in 1970s football whose playing career spanned a number of clubs. His legal fame began when he was playing for Bournemouth and Boscombe Athletic AFC, now known as AFC Bournemouth. I hope not to provoke any local outage here by revealing that to Bournemouth fans, he was known as "SuperMac".

On 20 November 1971, MacDougall scored nine goals in Bournemouth's 11-0 thrashing of Margate in an FA cup tie, soon followed by six in an 8-1 defeat of Oxford United in an FA cup replay. As a result, Frank O'Farrell, then manager of a declining post-Busby Manchester United, was persuaded to pay a then-Third Division transfer record £200,000 for him. £175,000 of that was to be paid up front, the remaining £25,000 when MacDougall had scored 20 goals for the Red Devils.

Things started well, MacDougall scoring four goals in his first eleven games. But then O'Farrell was sacked and replaced by Tommy Docherty. Although MacDougall scored in his first game under the new manager, almost immediately on his appointment "the Doc" had let it be known he wanted to sell MacDougall, and stopped playing him. By the end of February 1973, the Second SuperMac was gone. Bournemouth sued for the £25,000, saying that United had been obliged to play MacDougall to give a reasonable opportunity for this part of the fee to be earned. MacDougall's side of the story is told in his co-written autobiography, which is, of course, entitled "MacDouGOAL!"[5]

The case was brought in the Bournemouth District Registry, in what may have been something of a home fixture for the plaintiff. Junior counsel for the selling club was the future Lord Justice Stuart-Smith, who has fond memories of the case and of the "Doc's" evidence. Manchester United, by contrast, went for another big money, big name signing in the form of George Carman QC. One of the two leaders explained to the judge that a striker was another name for a "goal scorer". Fortunately, Mr Justice Talbot spared Her Majesty's Judiciary its first "Who's Gazza?" moment by replying:

[4] "Retain and Transfer System Offside" (1964) 27 MLR 210), With characteristic precision, footnote 1 explains: "Strictly speaking this will be the final stages of the World Cup. Eliminating contests on a reasonable basis will be held to reduce competitors to the final sixteen. As a host country England will have a place in the final sixteen".

[5] Neil Vacher and Ted MacDougall, *MacDougGOAL!: The Ted MacDougall Story* (2016).

"I know: I am an avid viewer of Match of the Day"[6].

"The Doc" gave evidence, in which he offered such memorable observations as that MacDougall was only a good player in the penalty box. When asked by Bournemouth's leading counsel what happened to MacDougall after the new manager's arrival, "the Doc" answered:

"I cut off his legs".

With responses like that, it is perhaps not surprising that Bournemouth won, the Judge finding that Docherty had set his face against MacDougall from the outset and awarding £22,000, the reduced sum to reflect the possibility that MacDougall would have failed to reach 20 goals for a reason such as injury.

The case went to the Court of Appeal.[7] The majority, Lord Denning and Lord Justice Donaldson, held that it was an implied term of the contract that United was bound to offer MacDougall a reasonable opportunity of scoring 20 goals, and that United would not without just cause transfer MacDougall so as to deprive Bournemouth of the £25,000. Brightman LJ dissented. In his view, there was no suggestion Docherty had acted simply to deprive Bournemouth of its fee, and the clubs could not have understood that one effect of the transfer agreement would be to limit the discretion of the United manager in selecting his team or in the composition of his squad. Any attempt to limit the discretion by reference to some formulation of "just cause" was simply too uncertain.

I find that dissenting judgment much more persuasive than the majority and doubt the case would be decided the same way today. United were very disappointed by the outcome. Perhaps they saw the case as another example of the famous "ABU" adage – with neutrals supporting "Anyone But United".

The 1980s

For the 1980s, I want to change territory to the issue of personal injuries sustained by players on the pitch during the course of play. There is obvious scope for conflict between the vigorous nature of a contact sport played at great speed and under great pressure, and the duty of care we all owe not to injure others. That conflict becomes even more apparent when we think of the esteem in which "enforcers" like Norman Hunter, "Nobby" Stiles and Jack Charlton were held for the robust vigour with which they defended their penalty area from attack, and of the way in which players who "take one for the team" by committing a professional foul to kill off an attack are generally applauded off the pitch.

It fell to the Court of Appeal in *Condon v Basi*[8] to provide guidance on how the duty of care test was to be applied between opposing players in a football match. In that case, the claimant had suffered serious leg injuries following a foul tackle by the defendant during a Sunday league game between Whittle Wanderers and Khalsa Football Club in the Leamington local league.

---

[6] Mr Justice McCloskey, "The Hillsborough Football Disaster and the Judiciary" (2010) 42 Bracton Law Journal 7, 22.
[7] *Bournemouth & Boscombe AFC v Manchester United Football Club* 22 May 1980; [1980] 1 WLUK 29.
[8] [1985] 1 WLR 866.

The Court rejected the suggestion that the claimant had consented to the risk of injury through his voluntary participation in the match, such that only injuries caused by reckless conduct were actionable. While participation in a sport involved accepting risks inherent in that sport, that did not eliminate a duty of care. However, the question of what constituted reasonable care was context dependent. Thus, mere infringement of the rules of the sport, such as a foul tackle, did not automatically mean that there had been a failure to exercise reasonable skill and care, because it would often be possible to infringe the "rules of the game" without acting unreasonably.

That context-dependent duty of care has been applied in numerous subsequent cases, which have also emphasised that football is a contact sport played at very high speed, requiring decisions to be taken under considerable pressure "in the agony of the moment".[9] Alistair McHenry, who has written the relevant chapter of *Football and the Law*, suggests that in this context, the courts have trod "carefully, perhaps mindful of intervening in a world which is heavily self- regulated." He points to phrases in judgments on this topic referring to tackling being "part and parcel of the game" and incidents taking place during the "general run of play" and in the "heat of the battle".

In a recent decision, *Fulham Football Club Ltd v Jones*,[10] Lane J allowed an appeal against a finding of breach of the duty of care owed by one player to another during a match on the basis that the trial judge appeared to have treated the fact that the tackle breached the Laws of the Game (and was therefore a foul) as determinative. He has also failed to make sufficient allowance for the fact that the tackle in question was made in a fast moving context, in the "heat of the game".[11] Lane J's decision also placed considerable emphasis on the fact that the expert referee on the spot, who had a full view of the incident, had not even issued a yellow card. By contrast, he found that the Recorder could not be criticised for failing to attach any weight to the lack of any crowd reaction, because the evidence before him was that this was not unusual. Lane J found that surprising, as do I, albeit I can understand the reluctance to place weight on crowd reaction, which is generally a surer guide to the loyalties of the supporters than to the merits of the tackle. The result was that the judgment in negligence was set aside.

So, it will be seen that judicial decisions in relation to injuries in the course of play are approached with proper allowance for the context in which they occur. We need not fear the loss of the vigorous tackle just yet.

The 1990s

I gave some thought to the choice of case for the 1990s. In the end, I concluded that any representative account of football and the law could not ignore the tragedies with which football has been associated, and in particular the significant volume of litigation which followed the Hillsborough Stadium disaster of 15 April 1989. However, that is a very serious and significant subject, wholly unsuited to the brevity, and levity, of an occasion such as this. For that reason, I intend to do no more than outline briefly the 1990s court cases which arose

---

[9] *Elliott v Saunders* 10 June 1994; *McCord v Swansea City Football Club* 19 December 1996; *Pitcher v Huddersfield Town Football Club Ltd* [2001] 7 WLUK 390, 17 July 2001 and *Fulham Football Club v Jones* [2022] EWHC 1108 (QB).

[10] [2022] EWHC 1108 (QB).

[11] *Fulham Football Club v Jones* [2022] EWHC 1108 (QB), [64], [78].

from that tragedy, conscious that the court involvement concluded long after the end of that decade.

I am fortunate in being able to draw on Mr Justice McCloskey's speech, "The Hillsborough Football Stadium Disaster and the Judiciary".[12] As he points out, the legal aftermath of the disaster included Lord Justice Taylor's enquiry, the first inquest and judicial review applications in relation to it, a private prosecution,[13] the withdrawal of life support to a victim[14] and a significant body of case law on liability for psychiatric or psychological injury.[15] In *Alcock v Chief Constable of South Yorkshire Police*[16] and *White v Chief Constable of South Yorkshire Police*[17], the House of Lords set the policy limits for recovery for pure psychiatric harm which still apply.

In *Alcock*, the claimants were friends or relatives of those present at Hillsborough who watched the tragic events unfold on live television or radio, or saw recordings of those events later or were present in other parts or the vicinity of the stadium. All claimed to have suffered psychiatric injury as a result. The House of Lords held that mere foreseeability was not sufficient to establish liability for negligence, but there was also a requirement of proximity. Proximity was not limited to those in particular formal relationships with the primary victim, save that there had to be close ties of love and affection, something to be determined on a case-by-case basis. There was also a requirement of propinquity in both time and space to the accident or its immediate aftermath. That precluded claims by those who had watched the events on live or on recorded television.

In *White*, the claimants were police officers active in the immediate area where the deaths and injuries had occurred. They sought to argue that the duties which required them to be present at the scene placed them in a different position from mere bystanders when it came tp claims for psychiatric injury. The House of Lords held that the Chief Constable owed the officers a duty which was analogous to an employer's duty of care, but that that duty did not extend to protecting the officers against psychiatric injury where there had been no breach of a duty to protect them from physical injury. The general restrictions on recovery of psychiatric injury applied to the officers' claims as employees. The officers' status as rescuers who were themselves exposed to physical injury did not change the position. For understandable reasons, the House of Lords observed that it would not be fair if police officers were put in a more favourable position in relation to damages for psychiatric injury than the bereaved relatives of victims.

As a result, the right of a so-called "secondary victim" to recover damages for psychiatric injury is conditioned not simply by foreseeability but four further requirements. First, the need for the claimant to have close ties of love and affection with the primary victim. Second, being close in both time and space to the incident. Third, direct perception of the incident rather than, for example, hearing about it from a third person. And fourth, the psychiatric condition must have been induced by a sudden shocking event.[18]

---

[12] Mr Justice McCloskey, "The Hillsborough Football Disaster and the Judiciary" (2010) 42 Bracton Law Journal 7.
[13] *R v DPP ex parte Duckenfield* [2000] 1 WLR 355.
[14] *Airedale NHS Trust v Bland* [1993] AC 789.
[15] In addition to those that follow, *Hicks v Chief Constable of South Yorkshire* [1992] 2 All ER 65
[16] [1992] 1 AC 310.
[17] [1999] 2 AC 455.
[18] *Clerk and Lindsell on Torts* (23rd), [7.65].

In an age of mass and instant communication, this aspect of the law of tort has necessarily been subject to a series of difficult policy choices. As more and more of our lives, and our contact with friends and family, have come to be lived "virtually", the justifications for the divisions drawn have come under increasing criticism. But the policy considerations which led to their formulation have, if anything, become even more acute.

The 2000s

No account of football and the law would be complete without litigation about a TV deal. I have chosen the two cases about the Football League's ill-fated television deal as my cases from the 2000s. It will be recalled that the Football League entered into a lucrative television deal with ONdigital. When I say lucrative, it involved payments totalling nearly £315m for the right to screen all Football League games for three seasons. Unfortunately, the right to watch Chesterfield v Huddersfield Town and Luton Town v Preston North End on a Monday night did not prove as attractive to potential subscribers as ONdigital had hoped, and ONdigital soon became OFFdigital and entered administration.

The Football League brought claims against ONdigital's ultimate shareholders, Carlton and Granada, claiming that in the course of negotiations they had agreed to guarantee ONdigital's liabilities. The contention was advanced on the basis of a single statement in ONdigital's original bid document which provided that "ONdigital and its shareholders will guarantee all funding to the FL outlined in this document". Langley J in the Commercial Court had no difficulty in rejecting this argument in *Carlton Communications Plc v Football League.*[19] He observed:[20]

> "It is an unpromising start for a party who seeks to rely on a guarantee by third parties of obligations involving £315m entered into by another party that the only reference to a guarantee is to be found in one short sentence of a document produced by the supposed primary obligor in the course of a negotiating process which was 'subject to contract' and the only subsequent effective or binding contract is one agreed by the primary obligor which was on different terms and contains no guarantee nor a reference to one save in the very oblique terms …
>
> It is all the more unpromising when the relevant negotiations are conducted in a major commercial context between two companies with the benefit of the professional advice of experienced management and lawyers. In my judgment The Football League's case remains just as unpromising at the finish as it looked at the start."

The Football League then turned its sights on the solicitors who had acted for it in the ONdigital transaction, alleging that they had breached their duty of care in failing to advise the Football League to obtain a guarantee. That claim was brought in the Chancery Division. In *Football League Ltd v Edge Ellison (a firm)*,[21] it largely failed. In a decision which I suspect would have been much to the relief of most lawyers, Rimer J found that it was no part of Edge Ellison's general duty to raise the issue of ONdigital's financial strength as the Football League's putative contractual counterparty, that being a purely commercial issue. At [68], he observed:

[19] [2002] EWHC 1650 (Comm).
[20] [49].
[21] [2006] EWHC 1462 (Ch).

> "Mr Fenwick's submissions are of course made by a lawyer as to a lawyer's duties, and lawyers are traditionally acutely risk averse. But I regard it as misleading to focus on the issue at stake in this claim by looking at it through the instinctively cautious perspective of a lawyer. The particular issue was an exclusively business one: can the client safely enter into a commitment at a particular level with a particular counterparty without security? That must be the most basic consideration for a businessman in any substantial transaction."

He did find that the firm had breached its duties in two more specific respects in relation to the review of the bid documents which (on a charitable interpretation of an ambiguous passage) might have suggested that parental guarantees were on offer. That should have prompted the firm to take instructions from its clients as to whether, if guarantees were on offer, they should be negotiated and concluded as part of the first round of documentation, and also during the long-form contract negotiations which were to follow. Had this happened, the Football League would have been told by ONdigital that parental guarantees were not on offer, and that would have been the end of the matter. There was some good news for the Football League. It was awarded £2 in nominal damages for each of the breaches of duty found – so £4 in total. I suspect that was not enough to purchase a reminder of ONdigital's most lasting cultural legacy: the ONdigital monkey, Johnny Vegas' sidekick who found new employment as the ITV Digital monkey. You can't keep a good puppet down.

The 2010s

I want to finish with the football case which I suspect has been cited more often than any other in the Commercial Court. It is certainly the football case which I have cited most frequently as a judge. The case is *Fulham Football Club (1987) Ltd v Richards*.[22] Fulham had complained that the chairman of the FA Premier League, Sir David Richards, had acted as an unauthorised agent in breach of the FA Football Agents Regulations when he was asked by the chief executive of Portsmouth City to approach the chairman of Tottenham Hotspur to facilitate the transfer to Tottenham of one of Portsmouth's players, Peter Crouch. Fulham presented a petition to wind up the Premier League on unfair prejudice grounds under s.994 of the Companies Act 2006. The Premier League sought to stay those claims on the basis that they fell within an arbitration agreement which formed part of the Premier League's and FA's rules and which had been incorporated into the contract between the League and its members. Fulham argued that the type of claim it had brought, one for relief by a member of a company on unfair prejudice grounds, was not capable of being submitted to arbitration under English law because of the potential implications of s.994 relief on third parties and because the Companies Act gave an unfettered right to access to the court. That position had considerable support in Australian case law, and from a decision in this jurisdiction in *Exeter City Association Football Club Ltd v Football Conference Ltd*.[23]

But in a decision which was a landmark in formulating the pro-arbitration policy of English law, Vos J and then the Court of Appeal held that the underlying complaints which founded Fulham's s.994 petition could be arbitrated, and that was so even if it might be necessary to come back to court to obtain certain types of relief which only a court could give. The result was that unfair prejudice disputes which did not seek an order winding-up the company were

[22] [2011] EWCA Civ 855.
[23] [2004] 1 WLR 2910.

likely to be arbitrable in full, while in other cases it might be necessary to obtain a determination of the underlying complaints from the arbitrator, and use those as a basis for an application for the final terms of relief from the court. Longmore LJ defined the policy of English law in this context as follows:[24]

> "I would, for my part, derive some guidance from the principle set out in section 1(b) of the 1996 Act namely "the parties should be free to agree how their disputes are resolved, subject only to such safeguards as are necessary in the public interest". To the extent therefore that public policy has a part to play it can only be as a 'safeguard … necessary in the public interest'.
>
> This is a demanding test and I cannot see that it is necessary in the public interest that agreements to refer disputes about the internal management of a company should in general be prohibited; nor can I see any reason why it is necessary to prohibit arbitration agreements to the extent that they, in particular, apply to disputes whether a company's affairs are being (or have been) conducted in a manner unfairly prejudicial to the interests of its members."

The pro-arbitration policy recognised in this case has been applied to hold that:

- claims by a contracting party under s.1028(3) of the Companies Act 2006 for relief consequential on the restoration of a previously dissolved company to the register;[25]
- a claim to set aside contracts under foreign insolvency legislation[26]; and
- a claim for breach of the statutory contract constituted by a company's articles of association;[27]

were all arbitrable/

The second noteworthy feature of the case is that it reflects the increasing extent to which football related disputes relating to insiders – the clubs, the leagues, agents, managers and players – are now determined in arbitration rather than court. That, no doubt, reflects the advantages of confidentiality, but perhaps also the perceived benefits of specialist tribunals with knowledge of the football world.

By way of a recent notable example of arbitration in play in the football context, on 22 April 2021, the then-owner of Newcastle United Football Club, St James Holdings Limited, commenced proceedings before the Competition Appeal Tribunal ("the CAT") against the FA Premier League alleging that it had abused a dominant position contrary to EU and UK law by refusing to approve the sale of the club to PZ Newco Ltd. That refusal was on the basis that Saudi government control of the buying consortium had the effect of making it a director of the purchaser and it had not been established that it passed the "fit and proper person" test. The Football Association applied to stay that dispute in favour of arbitration, and the stay application was heard by the CAT on 29 September 2001.

---

[24] [98]-[99].
[25] *Bridgehouse (Bradford No 2) Ltd v BAE Systems plc* [2020] EWCA Civ 759.
[26] *Riverrock Securities Ltd v International Bank of St Petersburg* [2020] EWHC 2483 (Comm).
[27] *NDK Limited v Huo Holding Limited* [2022] EWHC 1682

What is astonishing about the case is that 33,000 Newcastle United watched the live stream of the hearing. Quite how much they got out of it must be debatable. A fan blog noted that "anybody hoping for 90 minutes of entertainment were left disappointed, instead it was more akin to a one day cricket match, a war of attrition with little of note happening, with occasional moments of 'excitement' to get you off your seat."[28] I hope Mr Justice Miles, the tribunal chairman, will forgive me if I suggest that even the cricket analogy rather oversells the entertainment on offer. Gary Lineker once famously remarked that Wimbledon FC matches in the Vinnie Jones era were best watched on Ceefax. I suspect that this particular fixture was best watched on Livenote. And the game was called off as a "no result", because a settlement was reached a week later, and the claim withdrawn. However, the dedication which led 33,000 fans to sit down in front of an application for a stay under s.9 of the Arbitration Act 1996 can only be marvelled at.

Conclusion

I wanted to finish with a quote from the former Newcastle United manager, the late Sir Bobby Robson. He said many memorable things about football, including responding to a complaint that he had underestimated the qualities of a lower ranked team who had just beaten the Magpies by saying, "we didn't underestimate them; they were just better than we thought". But he also said this:[29]

> "What is a club in any case? Not the buildings or the directors or the people who are paid to represent it. It's not the television contracts, get-out clauses, marketing departments or executive boxes. It's the noise, the passion, the feeling of belonging, the pride in your city. It's a small boy clambering up stadium steps for the very first time, gripping his father's hand, gawping at that hallowed stretch of turf beneath him and, without being able to do a thing about it, falling in love."

To which lyrical picture we can now add that "it's the lawyer; with a well-drafted claim form; about to press the button on an online filing".

Thank you for your time.

[28] https://www.themag.co.uk/2021/09/newcastle-united-takeover-competition-appeal-tribunal-hearing-important-takes-from-the-action/

[29] Sir Bobby Robson, *Newcastle: My Kind of Toon* (2008).