

**THE DISPUTES RESOLUTION AUTHORITY**

Record No. DRA/2/2005

Between:

**Mairtín Ó Gríofa**

**(mar ionadaí as son An Druipseach CLG)**

**Anne O’Sullivan (ar son Jamie Ó Suilleabháin),**

**Fiona Foley (ar son Daithí Ó Foghlú),**

**James O’Sullivan (ar son Daithí Ó Suilleabháin),**

**Pat Griffin (ar son Daithí Ó Gríofa),**

**Cornelius Corkery (ar son Pól Ó Corcora),**

**Margaret Hayes (ar son Conchur Ó hAodha),**

**Herbert O’Sullivan (ar son Adrian Ó Sulleabháin),**

**Seosamh Ó Mhurchú (Joseph Murphy),**

**Willie O’Mahony (ar son Daithí Ó Mathúna).**

**Claimants**

**-and-**

**Proinnsias Ó Murchú**

**(mar ionadaí as son Coiste Chontae Chorcaí),**

**Proinnsias Ó Murchú.**

**Respondents**

**DECISION**

**1. Factual Background**

Druipseach is a village within the parish of Inis Cartha with a population of approximately 1,200 people. Prior to the events giving rise to this dispute, Cumann

Iomanaíochta agus Peile Inis Cartha [“the Inis Cartha Club”] which was founded in 1886 was the home club of persons from Druipseach.

In or about December of 2004, a meeting was held in Druipseach to discuss the possibility of the creation of a new club. The Cork County Committee Secretary [“the County Secretary”] was informed that this meeting was taking place and invited to attend. More than a hundred people attended the meeting and there was a large vote in favour of setting up a new club. A new club was formed achieving a membership of over 200 within one month. Mairtín Ó Gríofa was appointed Secretary of the Club and in early January, he contacted the County Secretary to seek information on the procedures to be followed in seeking to have the Club affiliated to the GAA, and an application for the affiliation of Cumann Iomanaíochta agus Peile an Druipseach [“the Druipseach Club”] was submitted on or about 28 January 2005.

It should be noted that there was a conflict in the evidence given as to the motivation behind the move to establish a new club. Evidence was given by the County Secretary that there had been a dispute within the Inis Cartha Club and it was this dispute which ultimately led to this application to affiliate. Mairtín Ó Gríofa, the Secretary of the Druipseach Club, denies that this was the motivation and states that it was a desire to combat falling interest in Gaelic games in the village of Druipseach which prompted this move.

In any event, the Druipseach Club was invited to make submissions and attend a meeting with officers of An Choiste Chonntae Chorcaí [“the County Committee”] on or about 8 February 2005. Submissions were also invited from the Inis Cartha Club and from the Muskerry (Mid-Cork) Divisional Committee, which was the representative body for all clubs in the Mid-Cork region which contains the parish of Inis Cartha (one of eight such regional Divisions in the county of Cork), one of whose functions was to represent the Division’s Junior clubs on the County Committee, as under Cork GAA Bye-Laws only Senior and Intermediate status Clubs have direct representation rights on County

Committee. A submission was also received from Cumann Iomanaíochta agus Peile Achadh Bolg [“the Achadh Bolg Club”].

The officers of the County Committee held a further meeting on or about 15 February 2005 and, arising out of that meeting, made a report and recommendation to the County Committee. The County Committee deferred a decision on this report to its meeting of 1 March 2005.

The recommendation was that the Druipseach Club should be given permission to affiliate subject to a number of conditions relating to catchment, transfers, and evidence of the availability of training facilities. In relation to transfers the recommendation was that for the initial year, “any player whose family residence is in the designated catchment area of the proposed Druipseach Club will be granted a transfer on application.” It should be noted that is effectively ‘disapplied’ the Cork County Bye-Laws in relation to transfers for the first year in a manner which made it easier for players to transfer to the Druipseach Club. Additionally, the deadline for transfers into the Druipseach Club was extended to 3 pm on Tuesday 1 March, although under Cork County Bye-Law 38 the internal transfer season (other than for players who have been 96 weeks inactive) closes on the last Tuesday of January each year.

In relation to under-age teams, the report stated, “The permission for affiliation is in respect of the Junior and Under 21 grades only. The question of allowing Druipseach to enter Under Age Teams (Minor downwards) has to receive further consideration.”

Subsequent to receipt of this recommendation, the Druipseach Club sought and was given a copy of the written submission made by the Inis Cartha Club. In addition, the Druipseach Club were informed that a representative of the Club briefly state their case to the meeting of the County Committee on 1 March 2005 before the Committee decided on the issue “in committee”, in other words, in the absence of any representative from the Druipseach Club. It should be noted that while the Inis Cartha Club is not represented

amongst the officers of the County Committee, it is represented on the County Committee itself.

The County Secretary notified the Druipseach Club of the County Committee's decision by letter dated 8 March 2005. The decision was in almost identical terms to the recommendation of the officers. In particular, the limitation purportedly imposed upon the affiliation – to enter Junior and Under-21 grades – was also stated to apply, and the question of allowing the Druipseach Club to enter under-age teams was to receive further consideration.

That further consideration was given at a meeting of the County Committee on 15 March 2005. At that meeting 108 of the 118 County Committee members were in attendance. The meeting was held “in committee” and as the Druipseach Club had no representative on the County Committee, they were not permitted to attend. Members of both the Inis Cartha Club and the Muskerry Divisional Committee were at the meeting, although we are told that the representative from the Inis Cartha Club abstained when a vote was taken on the terms under which the Druipseach Club would be permitted to affiliate/enter its under-age teams. By a large majority, it was agreed that the Druipseach Club would be permitted to affiliate/enter under-age teams but subject to a condition which didn't apply to its over-age teams, that is that no under-age transfer could take place from the Inis Cartha Club to the Druipseach Club unless the player had been 96 weeks inactive. As a result of this restriction, the transfers of a number of under-age players which had been requested were refused.

The County Secretary received correspondence from the Druipseach Club and a number of the under-age players in relation to this decision, and sought confirmation of the Druipseach Club's position by letter dated 24 March 2005. The letter set out two options available to the Druipseach Club – it could “affiliate and enter teams in under-age grades” subject to the condition on transfers from the Inis Cartha Club, or it could decide “not to affiliate or enter teams in under-age grades.” By letter dated 1 April 2005, the Druipseach Club indicated that it would avail of the first of these options.

## 2. Dispute

The Druipseach Club initially submitted a list of 23 players for registration at minor level. The refusal to permit the transfer from the Inis Cartha Club of a number of these players will have the effect of preventing the Druipseach Club from fielding a minor team this year, which the Druipseach Club feels will have an adverse impact on the viability of the Club going forward. The Druipseach Club thus wishes to challenge the refusal to permit the transfer of these players. Since the refusal arises out of the conditions upon which the Club was permitted to affiliate, the Druipseach Club is challenging the propriety of the condition preventing transfers from the Inis Cartha Club in 2005.

Initially, the dispute between the parties appears to have proceeded by way of a challenge brought to the High Court. By agreement between the parties, those proceedings were adjourned in order to permit the parties to take the matter to arbitration and, in particular to the Disputes Resolution Authority [“the DRA”]. The DRA was formed as a result of changes to the rules of the GAA which were brought about at this year’s Annual Congress. While the Respondent in this dispute initially raised arguments based on the jurisdiction of the DRA, those arguments were withdrawn and all parties have agreed to submit to the jurisdiction and procedures of the DRA and the proceedings and this decision therefore have the authority and force applicable to arbitration proceedings under the Arbitration Acts 1954 – 1980.

## 3. Proceedings

A request for arbitration was lodged on behalf of the Club and 10 named individuals. Of the 10 individuals, Mairtín Ó Gríofa is the Secretary of the Druipseach Club and the remainder are players whose transfer from the Inis Cartha Club was refused because of the condition imposed by the County Committee. Since the time of the request for arbitration, one of these 9, John Buckley has become 96 weeks inactive and therefore has withdrawn from the arbitration. Having regard to the fact that the Dispute Resolution

Authority was only established subsequent to this dispute arising the Secretary of the DRA quite properly extended the time for the submission of the Request for Arbitration.

The Respondent furnished its response to the Request for Arbitration on 13 July 2005, and furnished an amended response, withdrawing its claim contesting the jurisdiction of the DRA, on 20 July 2005. A preliminary meeting was held on 20 July 2005 and the time for receipt of the reply from the Respondent was formally extended in accordance with Rule 6.6 of the Disputes Resolution Code. An exchange of submissions was directed and the hearing of arbitration was set for 27 July 2005 in Dublin.

At the hearing of the arbitration on 27 July, Mairtín Ó Gríofa and Daithí Ó Foghlú, two of the named Claimants gave evidence on oath on behalf of the Claimants, and Proinnsias Ó Murchú, the Cork County Secretary, gave evidence on oath on behalf of the Respondent.

#### 4. Preliminary Issue

At the commencement of the arbitration hearing, counsel for the Claimant requested that we rule on the applicability of rule changes which had been approved at Special Congress in October 2004. At issue was the application of Rule 80(g) of the Official Guide which provides that new and amended rules become operative one month from the date of the Special Congress and also require that the text should be circulated to the County Secretaries within that one month period for distribution to clubs.

Evidence was given by Proinnsias Ó Murchú that the rule changes had not been circulated by him to the clubs until after the Drafting Committee had approved the final wording of the relevant rule changes. His evidence was that the Drafting Committee had not changed the wording of the rule changes which had been approved at Congress in 2004.

Our decision on this preliminary issue was that the clear meaning of Rule 80(g) was that the rule changes would come into effect one month after the date of Congress and that there was no sense in which this outcome was contingent upon the County Secretary distributing the rule changes to the clubs. In addition we were of the view that certainty in the rules could only be achieved if such were the case. We noted the possibility of an ambiguity arising were the Drafting Committee, in accordance with Rule 79 of the Official Guide, to change the wording or location of a new or amended rule after the one month limit had passed, but as that had not occurred in this instance, it was not a matter which required consideration, but we would recommend that the GAA examine these rules with a view to eliminating such ambiguity. Finally we noted that there had been no evidence that Rule 80(g) had not been complied with, as the time limit for distribution appears only to apply to circulation to the County Secretaries, and not to distribution by the County Secretaries to the Clubs. There had been no evidence that the rule changes had not been circulated to the County Secretaries.

Our decision was that the parties and this dispute were thus bound by the rule changes which took effect one month after 2004's Special Congress.

#### 5. The Claimants' Submissions

The Claimants made a number of submissions and sought to challenge the decision of the County Committee on a number of grounds. The Claimants contended that the decision had been reached in breach of fair procedures. In particular, they contended that the fact that they were excluded from the meeting on 1 March 2005 after they had made their submission, and the fact that they had been excluded from the meeting of 15 March 2005 altogether constituted a breach of fair procedures. This was particularly the case in circumstances where the other parties who had made submissions were represented at these meetings.

The Claimants contended that the fact that they had had an opportunity to make a submission on 1 March 2005 did not render the procedure fair because it was clear that a

new concern, namely the viability of under-age teams, had arisen in the minds of the decision makers in their consideration of whether to permit the Druipseach Club to affiliate, and the Druipseach Club should have been given an opportunity to address the County Committee on this issue.

In addition, the Claimants contended that the application for a transfer of each of the individual Claimants had been dealt with on the basis of a settled policy and had not been given individual consideration. They noted that the effect of this settled policy was that non-participation in the GAA was to the advantage of an applicant for a transfer.

Secondly, the Claimants contended that the condition imposed by the County Committee had the effect of interfering with the Claimants' constitutional right to associate freely. This was particularly the case in circumstances where Rule 31 (as amended at Special Congress Oct. 2004) states that a player may not be a member of a Club for which he is ineligible to play.

Thirdly, the Claimants contended that the only rule governing affiliation of new clubs was Rule 24 of the Official Guide. They contended that while the County Committee did have the power to control the affiliation of clubs, it could not do so by applying conditions which related to the transfer of players, which was covered by a different set of rules. They contended that the transfer rules could only be applied in circumstances involving a transfer between existing clubs and they could not be applied as a means of controlling the affiliation of a new club. Moreover, they contended that the County Committee did not have the power to "carve up" the affiliation of a club by imposing different conditions in respect of affiliation for the adult and under-age wings of the club and by deciding to permit the affiliation of the adult wing of the club while deferring the affiliation of the under-age wing.

Fourthly, the Claimants argued that they had a legitimate or reasonable expectation that the under-age players would be permitted to transfer from the Inis Cartha Club to the Druipseach Club based principally upon the assertion in the recommendation of the



Officers of the County Committee to the County Committee that “any player whose family residence is in the designated catchment area of the proposed Druipseach Club will be granted a transfer on application.”

Finally, the Claimants argued that if it were determined that the parties only entered a contractual relationship on foot of the Druipseach Club’s letter dated 1 April 2005, then their consent to that contract was obtained by duress.

The Claimants indicated that they were not pursuing their claim on what might be called competition law grounds.

#### 6. Respondents’ Submissions

In reply to the Claimants’ case, the Respondent raised a number of points. The Respondents contended that the reason for the County Committee’s decision was not relevant, and that there were only two relevant questions. The first was whether the actions of the County Committee were legal having regard to Irish law, and the second was whether the County Committee’s decision was within its own powers.

The Respondent referred to Rule 57 of the Official Guide which confers on the County Committee the power to control affiliation. They contended that only a tortuous interpretation of the concept of control would restrict it to involving the power to either accept or reject an affiliation. The County Committee did have the power to impose the condition it had imposed and did have the power to agree to the affiliation of the adult and under-age wings of a club separately. Even, if it did not have this last power, the affiliation could only then be deemed to have occurred when the affiliation of both parts of the Club was agreed to.

The Respondents argued that they owed no duty to treat the Claimants, and in particular the Druipseach Club, fairly because at the time of the Club’s request for affiliation there was no contractual relationship between the parties. The contract between the parties was

only concluded when the Druipseach Club notified the Respondents in its letter of 1 April 2005 that they were prepared to accept affiliation on the terms offered. There could have been no concluded agreement prior to that date as, whatever the Claimants may have thought, the parties were not *ad idem*. If the Claimants wished to plead duress, the affect of a finding of duress is that the entirety of the contract would be void, not merely the condition complained of.

Even if the Respondents did owe the Claimants a duty to act fairly, the Respondents had done so. There had been no breach of the principle of *audi alteram partem* because the Druipseach Club had been heard and had had an opportunity to make submissions. The decision reached by the County Committee had, if anything, a harsher impact upon the Inis Cartha Club than on the proposed Druipseach Club, and to the extent to which the County Committee had not strictly applied the relevant rules and bye-laws, they had done so in order to accommodate Druipseach – by permitting them to make an application for affiliation after the normal date for so doing, by permitting them to make transfer requests after the date for such requests had passed, and by removing the right of the Inis Cartha Club to veto the transfer of adult players where those players resided within the proposed catchment area of the Druipseach Club.

The Respondent argued that the duty to act fairly primarily requires a decision maker to follow its own rules, which the County Committee had done. There was no claim by the Claimant that the Rules themselves were unfair. The level of fair procedures required depended on the seriousness of the matter at issue, and thus the level of fair procedures in this instance was minimal.

The argument that there had been a breach of fair procedures on the basis of a breach of the requirement that *nemo iudex in causa sua* might possibly arise in the context of judicial review but could not arise here. In any event, there had been no such breach because, fair procedures would not have required that the representative from the Inis Cartha Club absent himself from the County Committee meeting at which the question of the affiliation of the Druipseach Club was considered, nor had the Druipseach Club

requested that they should. The Inis Cartha Club delegate, in any event, abstained and was only one of 108 persons present at the meeting. The doctrine of impossibility also applied in that it would be impossible in such circumstances to find an entirely non-partisan group of decision makers.

The Respondents denied that the Claimants' right to freedom of association had been interfered with by their decision. The individual Claimants were able to join and train with the Druipseach Club and there was evidence from one of the Claimants that he was so doing. They were not however entitled to associate with the GAA by playing in competitions organized by the GAA. In this regard, the Respondent referred to *O'Donohoe v O'Baróid* (1999) IEHC 148, McCracken J, 23 April 1999. The Respondents' contended that the law is sympathetic to sporting bodies and the degree to which they self regulate. In *O'Donohoe v O'Baróid*, the Court had accepted a similar decision based on a fixed policy even though that policy may have had a particularly harsh impact on some individuals.

Finally, the Respondents contended that the Claimants could have had no expectation that the under-age players would be permitted to transfer because it was clearly indicated at all times that the under-age issue was yet to be determined, and it was clear from the oral and documentary evidence that the Claimants at all time were aware that this was the case.

## 7. Decision

The first issue to be determined is the nature of the relationship between the parties, and in particular the relationship between the Druipseach Club and the Respondents. It was tentatively suggested on behalf of the Claimants that the GAA are a quasi-public body having regard to the special role it plays in Irish life and the funding it receives from the State. The Respondents contended that the relationship between the parties was regulated by the law of contract, and it is clear that it is primarily the law of contract that regulates the relationships between sporting organisations and their members.

If that is so, it is important to determine at what point this contractual relationship began. Negotiations between the parties may be regarded as having begun when the club submitted a request for affiliation at the end of January 2005. Insofar as this request was capable of being accepted unconditionally, it can be regarded as an offer. The Respondents ultimately replied to that offer by its decision on 1 March 2005. However, the decision was to allow the new Club to affiliate subject to conditions. It is clear that a contract cannot be formed on the basis of a conditional acceptance. The decision of the County Committee was then a counter-offer requiring to be accepted or rejected by the new Club. The decision of the 15 March 2005 included further conditions upon the proposed affiliation of the Druipseach Club, and also could not have constituted an acceptance. It remained for the Druipseach Club to accept or reject the offer made. While in the ordinary course, the acceptance of the offer might have been implied by the Druipseach Club's conduct, it was not clear from their conduct which course they intended to take, having regard to the letters sent by the Claimants to the County Secretary, and therefore, the Respondents formally requested in a letter dated 24 March 2005, notification of whether their offer to affiliate the under-age section of the Druipseach Club and accept entry of Teams in Under Age Grades, subject to the impugned condition was being accepted. They received such notification in the Claimants letter dated 1 April 2005.

It is our view therefore that the agreement between the Druipseach Club and the Respondents, at least insofar as it relates to the under-age wing of the Club was not concluded until 1 April 2005. Whether it was possible for the two wings of the Club to be affiliated separately is considered below.

If the agreement was concluded on 1 April 2005, then it is clear that the Druipseach Club agreed to the condition that no under-age player from the Inis Cartha Club be permitted to transfer to the Druipseach Club in 2005 unless they had been 96 weeks inactive. The Druipseach Club must therefore be bound by that term unless they can in some manner show that the condition is unlawful. In this regard, the Claimant has pleaded duress, but

in our view such a plea cannot be sustained. While the doctrine of duress is not unknown in Irish law, there have been few if any cases in which a claim of duress has been upheld outside of the criminal sphere. Even accepting that the doctrine could apply in this context, it is clear that for such a claim to succeed the pressure exerted by the Respondents on the Claimant would have to have been in some sense “illegitimate”. In this case, the Claimant would have to establish that the Respondents were not entitled to refuse to affiliate the Druipseach Club and for the reasons set out below, we do not accept that that is the case. In any event, a successful claim of duress would not have the effect of voiding the impugned clause but of voiding the entire contract.

Even if the Druipseach Club are bound by their agreement of 1 April 2005, the individual Claimants may argue that their requests for transfers were still required to be dealt with by the Respondents in accordance with fair procedures as they were, at at least some of the relevant times, members of the Inis Cartha Club.

The manner in which the Respondents dealt with the Druipseach Club’s application for affiliation and the request for transfers of the individual Claimants is set out above. The Rules and Powers governing affiliation are set out at Rule 24 and Rule 57 of the Official Guide.

Rule 24 states:

A Football and/or Hurling Club must have at least fifteen playing members before it can be affiliated to the Association. Application(s) for affiliation must be made to the County Committee. On approval of the application(s) those listed and accepted by the County Committee shall be members of the new club.

Rule 57 deals with the powers of the County Committee and states:

A County Committee shall be the governing and controlling body of all the affairs of the Association within the County, excepting those functions reserved to the

Provincial Council and Central Council under this Official Guide. The following shall be the powers of the County Committee:-

- (a) To control Club affiliations;

Rule 36 of the Official Guide deals with 'Transfers Within County':

- (a) A County shall have a Bye Law governing the transfer of players from one club to another within the County.
- (c) A player who wishes to leave one Club to join another in the same County must apply to the County Committee for a transfer.
- (d) A County Committee has the right, acting within its Bye-Law, to grant or not to grant an application for transfer.

Transfers within Cork are governed by Bye Law No. 38 which states (inter alia):

All applications for transfer to be made on official form. Excluding application for transfer under Section (e) below, which shall be considered at any County Board, no application shall be considered unless received after January 1<sup>st</sup> and not later than the County Board meeting on the last Tuesday of January.

All transfers become effective once sanctioned by County Board or Divisional Committee. No transfer is valid if player is illegal at the time of granting.

Applications for transfer to leave a home or native club, that is the club to which a player first attached from juvenile (Under 16 Grade), having left Under 14 Grade, or the Club of which a player is presently a member, shall not be granted except in the following cases:

- (a) A player whose family residence is changed to the area of the Club to which he wishes to be transferred.

A player whose family residence is changed to an area common to two or more clubs, and is presently a member of a Club other than those in the

area of his residence, shall be entitled to transfer to the club of his choice in the area of his residence.

A change of address is not required in the case of a player whose family residence is already in the area of the club to which he wishes to be transferred, and who is presently a member of a club which is outside the club area of his residence.

- (b) A player who is applying for transfer to his home or native club as outlined above.
- (c) Where permission for the transfer of a player from one Club to another within a Parish or area common to the two Clubs concerned, is given by the Club of which he is presently a member.
- (e) A player has not taken part in any official or trophy competition with his Club during the previous 96 weeks.

It is clear that the Rules of the Association and the Bye-Laws of the Cork County Committee confer on the County Committee a wide discretion in how to deal with the question of affiliation. We can find nothing in the Rules which would limit that discretion in the manner contended for by the Claimants. While it seems to us that this is not a case simply about affiliation, as argued by the Respondents, but also concerning transfers, insofar as existing members of the Association have had their transfers refused, we do not accept that the County Committee are not entitled to place a condition on an affiliation which limits the manner in which players can transfer to a new club. Where the County Committee is given such a wide discretion, it must be permitted to exercise that discretion as it sees fit, notwithstanding any contrary views which the Claimant or indeed the DRA might have, save that it ought not to be permitted to exercise its discretion to perpetrate an injustice. In this regard we note the views of McMahon J in *Barry v Ginnity*, Circuit Court, McMahon J, 15 April 2005:

At the very outset, it should be noted that the law is willing to allow sporting bodies a good deal of autonomy in regulating their own affairs. Respecting the principle of freedom of contract, and for good social policy reasons, the courts

recognize that governing bodies of such associations are in a better position to determine how their affairs are to be run and how their disciplinary matters are to be conducted...There are occasions, however, where the law will intervene to ensure that justice is done, and that minimum standards of fair procedures are observed. If the decision, for example, would have serious consequences for the player or member of the association, the courts are prepared to intervene to prevent an injustice, and to insist that an appropriate standard of fair procedures is observed.”

Nor do we accept the argument of the Claimant that the Rules relating to transfers, and the County Committee’s powers in relation to same are limited to transfers between existing clubs and do not apply in the case of transfers to new clubs. There is nothing in the wording of the Rules or in principle to support such a contention.

Finally, in relation to the powers of the County Committee with regard to affiliations, we see nothing in the Rules which precludes the County Committee from agreeing to the affiliation in principle of part of a club, while postponing a decision on the affiliation of another part of the club. While it may be unusual to ‘carve up’ a club between adult and under-age in this manner, it seems clear that it is possible that different considerations might arise between different elements of the club. Furthermore, it should be clear from our earlier analysis that even if the County Committee does not have such a power, the effect of the postponement of part of the decision was that no part of the club can be regarded as having affiliated prior to 1 April 2005.

If the imposition of such a condition were to impose a serious injustice, particularly if it were to do so upon the individual Claimants most of whom are still under-age, it might be appropriate for us to intervene. However, given that the County Committee had the power to refuse to affiliate the Druipseach Club altogether, it cannot be argued that the decision of the Committee to impose this condition has done an injustice to the Claimants. We acknowledge that the situation whereby children in the same family are



now playing for different clubs is unfortunate, but it is not such as to restrict the manner in which the County Committee can regulate its affairs.

Although we do not take the view that the decision of the County Committee was such as to operate an injustice, we wish to state that we do not accept that the decision of the Committee was reached unfairly, or in breach of a duty to act fairly. The evidence given by Prionnsias Ó Murchú illustrates that some care was taken in arriving at the decision to permit the affiliation subject to the conditions imposed. Whatever view one might take of the reasons for the Committee's decision – and it should be noted that the Druipseach Club may not be the only club adversely affected by the decision – it cannot be said that there was an absence of consideration and consultation in arriving at the decision. The Druipseach Club complain of the fact that they were excluded from meetings of 1 and 15 March 2005, while representatives of the Inis Cartha Club were permitted to remain. The fact is that the Druipseach Club had no entitlement to be at meetings of the County Committee save at the Committee's pleasure, while the Inis Cartha Club was so entitled. There may be a perception that it was unfair for the Inis Cartha Club to be involved as a decision-maker in a decision which they would potentially be impacted by. However, the evidence was clear that the decision of the Committee was not that being advocated by the Inis Cartha Club. Moreover, the evidence was that the Club very properly abstained when it came to vote on the issue. If there was any breach, it was a *de minimis* one, and not such as to render the decision unsafe.

The Claimants assertion that they had a legitimate or reasonable expectation that they would be permitted to transfer under-age players without hindrance from the Inis Cartha Club is simply not borne out by the evidence. It was clear at all times that the issue of allowing the Druipseach Club to enter under-age teams had yet to be determined, and any representation regarding the transfer of players had to be seen in that regard. Moreover, it was clear from the manner in which the Druipseach Club approached the meetings of 1 and 15 March 2005 that the Club was aware that this issue had not been determined.

Finally, the right to freely associate cannot impose on an organisation a requirement to permit entry. The right of the Claimants to freely associate is only limited to the extent that their participation within the GAA is limited. There is no rule of law which could require the GAA to admit members save on the terms that they deem fit. While it may be disingenuous of the Respondent to suggest that the right of association of the Claimants is not affected by the condition imposed on the Druipseach Club's under-age teams, it seems clear from an analysis of the case law that the extent to which their freedom to associate is restricted is permitted by law.

For all of the above reasons, we refuse the Claimants the reliefs sought or any relief.

Dated this 11th day of August 2005

Signed:

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Declan Hallissey

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Brian Rennick

\_\_\_\_\_

Rory Mulcahy