DISPUTES RESOLUTION AUTHORITY
DRA/9/2005

IN THE MATTER OF THE ARBITRATION ACTS

AND IN THE MATTER OF THE DISPUTES RESOLUTION CODE OF THE GAELIC ATHLETIC ASSOCIATION

AND IN THE MATTER OF AN ARBITRATION BETWEEN

Martin Glynn And Michael Staines
(mar Ionadaithe Ar Son Cill Mochuda - Na Crócaigh)
Mark Vaughan

CLAIMANTS

Christy Cooney
(mar ionadaí ar son An Lár Choiste Athchomhairc
Pat Daly
(mar ionadaí ar son Ard Chomhairle)
Liam O'Néill agus Mícheál Ó Dubhshláine
(mar ionadaithe ar son Comhairle Laighean)
Ronan Barrett and Martin O'Halloran
(as nominees of St. Brigids GAA Club)

RESPONDENTS

AWARD

WHEREAS by claim in writing dated 23rd August, 2005, Mark Vaughan and Cill Mochuda – Na Crocaigh/Kilmacud Crokes have sought to refer to arbitration a dispute as to the eligibility of the said Mark Vaughan to play in a match in the Dublin Senior Football Championship on 20th May, 2005;

AND WHEREAS we the undersigned have been appointed as arbitrators within the meaning of the Arbitration Acts and pursuant to the provisions of the Dispute Resolution Code to hear and determine the said dispute;

HAVING considered the claims and replies/responses of the parties, the written submissions exchanged between the parties;

AND HAVING heard the oral submissions of the parties on 14th September, 2005;

We make our **AWARD** as follows.

WE HEREBY DECLARE that the said Mark Vaughan was not ineligible to play in the match in the Dublin Senior Football Championship played between Kilmacud Crokes and St. Brigids on 20th May, 2005. The objection to his eligibility is hereby rejected. The decisions of the Leinster Council and Appeals Committee of the Central Council to the contrary are overruled.

A separate **STATEMENT OF REASONS** accompanies this award.

The question of **COSTS AND EXPENSES** is deferred until such time as the parties have had an opportunity to consider the **AWARD** and the **STATEMENT OF REASONS**. The question of costs and expenses will be dealt with, in the first instance, by way of written application and written submission. Such written application and written submissions are to be directed to the Secretary of the DRA. The arbitrators expressly reserve the right to determine the issue of costs and expenses on the basis of the written submissions alone, without the necessity for an oral hearing.

Dated this [ ] day of September, 2005.

Signed

_____
Garrett Simons, BL, Chairman

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Dr. Michael Loftus

_____
Matt Shaw, Solicitor

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STATEMENT OF REASONS

Introduction

1. By claim in writing dated 23rd August, 2005, Mark Vaughan and Cill Mochuda – na Crocaigh/Kilmacud Crokes sought to refer to arbitration a dispute as to the eligibility of the said Mark Vaughan to play in a match in the Dublin Senior Football Championship on 20th May, 2005.

2. The said claim was made pursuant to the provisions of the Disputes Resolution Code and duly served on Comhairle Laighean CLG/Leinster Council and Ard Chomhairle CLG/Central Council.

3. The Secretary of the DRA provisionally selected Garrett Simons, BL, Dr. Michael Loftus, and Matt Shaw, Solicitor to hear the matter, and no objections were made to their appointment. The arbitrators designated Mr. Simons as chairman.

4. The arbitrators held a preliminary hearing on 6th September, 2005. At the said hearing, time was extended for the delivery of replies/responses, and directions given as to the exchange of written submissions. At that preliminary meeting, an application on behalf of St. Brigids (made in writing through its

solicitors) to be joined in the proceedings was also considered. In circumstances where none of the existing parties to the arbitration objected to the joinder of St. Brigids into the proceedings, the arbitrators made the following ruling. St. Brigids was to be joined as a respondent in the arbitration proceedings and, subject to its compliance with directions as to the delivery of a reply/response and the exchange of written submissions, was to be entitled to participate at the full hearing of the matter on Wednesday 14th September, 2005 at 7 p.m. In allowing St. Brigids to be joined in the arbitration proceedings, the arbitrators had not made any decision or reached any conclusion in relation to the entitlement of an objecting club to be notified of or to participate in arbitration proceedings generally. This was explained at the preliminary hearing and made clear to St. Brigids by way of letter from the Secretary of the DRA.

5. Under §5.7 of the Dispute Resolution Code, a tribunal may decide on its own jurisdiction including any objections with respect to the existence or validity of the particular referral to arbitration in accordance with the Official Guide. Under §12.1 if a party, notwithstanding the fact that any provision or requirement of the Dispute Resolution Code has not been complied with, proceeds with dispute resolution proceedings without promptly stating its objection, that party shall have waived its right to object.

6. At the outset of the hearing on 14th September, 2005, and having previously read and considered the pleadings and written submissions exchanged between the parties, we indicated that we proposed to hear submissions in the first instance as to the preliminary issue of the status and effect – both on the parties to the present arbitration and on us as arbitrators – of a decision dated 20th May, 2005 made in respect of a dispute as to the eligibility of Mark Vaughan to play in the very match the subject-matter of the present arbitration. This decision – which was made in advance of the playing of the match – provided a declaration "*that Mark Vaughan is not debarred, by reason of the correct interpretation of Rule 138(2)(ii) from playing in the first round of the 2005 Dublin Senior Football Championship*".

7. We further indicated that depending on the view we took in relation to this preliminary issue it might or might not be necessary to hear further submissions in respect of the substance of the claim, in particular as to interpretation of Rule 138. None of the parties objected to this proposed course of action and we proceeded accordingly.

Background to these proceedings: The objection

8. By letter dated 23rd May, 2005, an objection was made to Dublin County Board as to the eligibility of Mark Vaughan to play in a match in the Dublin Senior Football Championship on 20th May, 2005. The objection was made by the opposing team, St. Brigids. The basis of that objection was that, as a result of a suspension imposed in consequence of his having been ordered off the field for a category C offence in November, 2004, the said Mark Vaughan was ineligible to play. The objection was based on the wording of Rule 138(2)(ii) which provides, *inter alia*, that the penalty (suspension) shall

include the next game in the competition in which the suspension was incurred, even if the next game falls outside the suspension period.

9. It was argued on behalf of St. Brigids that the Leinster Senior Club Football should, for the purposes of Rule 138, be regarded as an extension of the county championship and that, accordingly, the suspension incurred in the Leinster Senior Football Championship applied to the match played in the Dublin Senior Football Championship.

10. In order to understand the sequence of events following the making of this objection, it is necessary to refer briefly to the provisions of the Official Guide applicable to the making of an objection.

11. The procedure for the making of an objection is set out at Rules 146 and onwards. From the outset, it has to be said that these rules are somewhat unhappily drafted and much is left for necessary implication rather than being expressly stated in the rules.

12. The rules appear to proceed on the basis that any team is entitled to make an objection in relation to the opposing team within three days of the official starting time of the game. Of most immediate relevance for present purposes, is the nature and extent of the right of appeal. It seems that the objection is made at first instance to the Committee in Charge of the fixture. In the present case, this would be the Dublin County Board.

13. It is clear from Rule 148 that both the objector and the defending party are entitled to be heard by the Committee in Charge. Under Rule 151, an aggrieved club or individual shall have the right of one appeal against the decision. In the case of a decision of a County Committee, the appeal is to the Provincial Council.

14. The unusual aspect of the appeal procedure is that it appears that the County Committee itself has a right of appeal; this appeal is to be made to the Appeals Committee of the Central Council. It was as a result of the exercise of this right of appeal that the matter in the present case ultimately ended up before the Central Council. Thus, the curious position arose whereby the decision-maker of first instance, namely the Dublin County Board, subsequently descended into the arena and participated as an appellant before Central Council. Ordinarily, one would have thought that a County Committee would only have a right of appeal in circumstances where it was at all times a participant, rather than a decision-maker. In other words, one might have thought that a County Committee would only ever have a right of appeal in circumstances where the initial objection was an objection to a county team. In this regard, it is to be noted that under Rule 151(c), an appeal by a third party (not directly involved), is not allowed.

15. As a result of the peculiarity of Dublin County Board switching roles from the initial decision-maker to an appellant, St. Brigids was displaced from the process. Notwithstanding the fact that it was St. Brigids who made the initial objection, that club was not represented at the stage of the appeal by Dublin County Board to the Appeals Committee of the Central Council (as indicated

earlier, St. Brigids was permitted to participate fully in the proceedings before us). Moreover we were informed that neither Mark Vaughan nor Kilmacud Crokes were parties to the appeal to the Appeals Committee of the Central Council.

16. At all events, irrespective of whether or not the matter should have proceeded as far as Appeals Committee of Central Council, all parties are represented before us and there is clearly a dispute as to the interpretation of Rule 138 which is properly before us.

Decision of May, 2005

17. As indicated above, a preliminary issue has arisen as to the implications of a previous decision dated 20th May, 2005 made in respect of a dispute as the eligibility of Mark Vaughan to play in the very match the subject-matter of the present arbitration. Again as indicated above, this decision – which was made in advance of the playing of the match – was to the effect that Mark Vaughan was not debarred from playing in the first round of the 2005 Dublin Senior Football Championship.

18. The events leading up to this decision may be summarised as follows. In May, 2005 a dispute had arisen as to the interpretation of Rule 138(2) and its implications for the eligibility of Mark Vaughan to play in the Dublin Senior Football Championship. By written agreement dated 16th May, 2005, Mark Vaughan, nominees of Kilmacud-Crokes and nominees of Leinster Council all agreed to refer the dispute to an "Arbitration Tribunal". As appears from the document of 16th May, 2005 the parties consented to the Disputes Resolution Authority dealing with the dispute pursuant to the provisions of what was described as the "Arbitration Rule" of the Gaelic Athletics Association notwithstanding the fact that the arbitration tribunal established by the DRA would consist of arbitrators whose appointment to the DRA's panel of arbitrators had not yet been ratified by the Central Council of the GAA. The parties expressly agreed to be bound by the decision of the tribunal.

19. It appears that the initial reference to arbitration was made by Mark Vaughan, Kilmacud Crokes, and Leinster Council. Thereafter, both Dublin County Board and Central Council joined the arbitration proceedings as parties.

20. It appears from the face of the arbitrators' award that it was intended that the Arbitration Acts apply to the reference. Under Section 27 of the Arbitration Act, 1954 it is provided that unless a contrary intention is expressed therein, every arbitration agreement shall, where such a provision is applicable to the reference, be deemed to contain a provision that the award to be made by the arbitrator or umpire shall be "*final and binding on the parties and the persons claiming under them respectively*". In any event, the document of 16th May, 2005 expressly employs the word "bound".

21. It does not appear that any challenge has been taken before the High Court in relation to the arbitration award of 20th May, 2005.

22. Notwithstanding the provisions of Section 27 of the Arbitration Act, 1954, it has been urged upon us that we should not treat the arbitration award of 20th May, 2005 as "final and binding". A number of arguments are put forward in support of this submission. In general terms, the arguments can be summarised under the following three broad headings. First, it is submitted that the tribunal hearing the arbitration was not constituted in accordance with Rule 6 of the Official Guide, nor in accordance with the Disputes Resolution Code. Secondly, it is argued that the arbitration award is not binding on St. Brigids in circumstances where that club was not represented before the arbitrators. Thirdly, it is argued that, in any event, the decision was wrong on the merits.

23. We will deal with each of these submissions in turn. Before turning to that task, however, it is necessary to deal with the following argument as to the applicability of the Arbitration Acts.

24. At a very late stage of the proceedings before us, it was suggested – for the first time – that there might have been some technical difficulty with the reference or submission in May, 2005 of that dispute to arbitration and that there might not have been in existence an "arbitration agreement" within the meaning of Arbitration Acts. It has to be said that this issue was not raised either in the written replies/responses filed, nor in the written submissions. Prior to this, the debate had centred on whether or not the May arbitration should be regarded as being under the auspices of the Disputes Resolution Authority in circumstances where the ratification envisaged by Rule 6 had not been completed, and we address this issue below. The point as to whether there was an arbitration within the meaning of the Arbitration Acts was first raised by counsel acting on behalf of St. Brigids. Thereafter – in response to questioning from us – counsel for the Appeals Committee of the Central Council appeared to suggest that there might indeed be a difficulty in this regard. The point was also made that the Appeals Committee itself did not come into existence until after the proceedings of May, 2005 and that it was a different entity to the Central Council.

25. The term "arbitration agreement" is defined under Section 2 of the Arbitration Act, 1954, as amended by the Arbitration Act, 1980. A written arbitration agreement attracts certain of the provisions of the Arbitration Acts. Even in the absence of writing, parties can agree *orally* to refer a dispute to binding arbitration: this is still a valid arbitration albeit that the benefits of the procedures under the Arbitration Acts will not be available.

26. We are quite satisfied that – irrespective of whether the reference in May 2005 could be regarded as an arbitration under the Dispute Resolution Code – it was most certainly intended to be a binding arbitration and, further, to constitute an arbitration for the purposes of the Arbitration Acts. This is clear from the document of 16th May, 2005 itself which uses the terms "arbitration" and "arbitrators" on a number of occasions; contains a cross-reference to the Arbitration Rule of the GAA (the amended Rule 6, which in turn expressly refers to the Arbitration Acts), the Disputes Resolution Authority and the Disputes Resolution Code; and concludes with the parties agreeing to be "bound" by the decision of the tribunal.

27. Again as appears from that document, the initial respondents to the arbitration were nominees on the part of Leinster Council. Thereafter – as appears from the face of the award itself – both Central Council and Dublin County Board joined in the proceedings as respondents. We were also informed that Central Council was represented at at least two of the hearings by a solicitor. Irrespective of whether or not their nominees signed the document of 16th May, 2005, Central Council by their conduct are now estopped from arguing that they were not parties to the arbitration. Indeed, the very fact that this issue was not canvassed in either the reply/response or written submissions in the present case speaks volumes: if the parties genuinely thought there was any difficulty in this regard, they would have raised the objection at a much earlier stage.

28. Insofar as the suggestion – again made at the eleventh hour – that the Central Appeals Committee is an entirely separate entity from Central Council is concerned, we find that at the very least the Appeals Committee – having succeeded to the appellate jurisdiction previously exercised by Central Council on an *ad hoc* basis – are "persons claiming under" the Central Council and thus bound under Section 27 of the Arbitration Act, 1954. Moreover, the Appeals Committee does not enjoy the status of a separate "unit" of the organisation under the amended Rule 6. Rather, it is, in effect, a form of subcommittee of Central Council. Even if we are wrong in this, we find that the Appeals Committee – if it is a separate unit – is bound in any event by the arbitration for the same reasons as we ultimately find that St. Brigids was bound. Our reasoning in this regard is set out under a separate heading and it is not necessary to repeat it here now. Finally, we note that the artificiality of attempting to distinguish between Central Council and Central Appeals Committee is further underlined by the fact that the reply/response is filed on behalf of Central Council alone. If the two were truly separate entities would we not have been entitled to proceed on the basis that the Central Appeals Committee, by failing to file a reply/response, was not formally defending its decision of August, 2005?

(A) Constitution of Tribunal

29. The objection has been taken that the arbitrators hearing the dispute in May, 2005 had not been ratified as members of the panel of arbitrators envisaged under the Disputes Resolution Code. The further point is made that, in the events that transpired, Mr. O'Neill's name was not ultimately sent forward for ratification.

30. It appears to us that the objection being taken in this regard is misconceived. Insofar as the present arbitration is concerned, the significance of the decision of 20th May, 2005 lies in the fact that it constitutes a final and binding award for the purposes of the Arbitration Acts. Aside entirely from the provisions of the Disputes Resolution Code, it was open to any of the parties to refer any dispute to arbitration. Once it is accepted that the arbitration award is final and binding on the parties and the persons claiming under them, it is irrelevant whether or not the arbitrators were also members of the panel referred to in the Disputes Resolution Code.

31. We were referred by the written submission of Mark Vaughan to the judgment of the Supreme Court in **McStay v. Assicurazioni Generali spa** [1991] I.L.R.M. 237.

> "A fundamental ingredient of the concept of arbitration, as contained in the common law, is the finality of the decision of the arbitrator, subject, of course, to certain qualifications and precautions. Broadly speaking, however, as one might expect, the law appears to acknowledge that where two parties agree to refer a particular question which is in dispute between them to the decision of a particular individual by way of arbitration, they are taken to have abandoned their right to litigate that precise question.
>
> "To that broad principle qualifications and exceptions have developed, both in the common law and in statutory provisions, which protect a party against injustice."

32. The authority of the arbitrators to hear and determine the dispute in May, 2005 arose as a direct result of the submission of the matter to arbitration, independently of the amendments to Rule 6 and the Disputes Resolution Code. It is clear from the document of 16th May, 2005 that when the matter was being referred to the arbitrators the parties were fully aware of the fact that the panel had not yet been ratified by Central Council.

33. Of course, the fact that the arbitration may not formally represent an arbitration pursuant to the Disputes Resolution Code is relevant in considering the question as to whether the arbitration can be said to be binding on St. Brigids in circumstances where that club was not represented at the arbitration hearing. We address this issue immediately below.

(B) Non-participation of St. Brigids

34. With the exception of St. Brigids, all of the parties to the present arbitration were either parties to that first arbitration or, at the very least, are persons claiming through such parties within the meaning of Section 27. The argument has been made with some force before us that St. Brigids cannot be regarded as being bound by the arbitration award in circumstances where the club was not a formal party to the arbitration.*

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* It has to be said that it is not at all certain as to how St. Brigids' position would be advanced even if we were to rule for them on this point. We say this because the relevant decision-makers, including Leinster Council and Central Council/Appeals Committee are undoubtedly bound by the award of May, 2005. In the circumstances, in exercising their appellate jurisdiction, they were required to reject the objection made by St. Brigids. The rights of an affected club are to bring an objection to the attention of the relevant Committee in Charge, with a limited right of appeal thereafter: the fact that the Committee in Charge and the Leinster Council are bound to decide the appeal in a particular way would appear to conclude the matter. However, since – for the reasons set out – we find that St. Brigids is itself bound by the

35. In support of the argument it is submitted that an affected club – such as St. Brigids – is entitled, as a matter of contractual right, to pursue to the bitter end an objection to a player on the grounds of ineligibility.

36. We reject these arguments. Whereas it is, of course, correct to say that a third party or stranger will not, generally, be bound by the outcome of an arbitration, we do not accept that it is correct to characterise St. Brigids, a constituent club, as being such a third party or stranger. Underlying the relationship between all of the parties is a multilateral contract. In this regard, it is important to note that the rules are not themselves part of the contract; the contractual right simply extends to an entitlement to have the rules for the time being of the organisation observed. It is also important to emphasise that this entitlement cannot – by definition – confer any rights on an individual club greater than those conferred under the rules themselves.

37. Under the current rules – as a result of the amendments introduced at Congress in 2005 – express provision is now made for the resolution of disputes by way binding arbitration. Such arbitrations are to take place under the auspices of the Dispute Resolution Authority under the Dispute Resolution Code. The Rules themselves thus provide the machinery by which disputes are to be resolved and all parties to the multilateral contract are bound by the contractual machinery of arbitration. It is self-evident that the rulings of the Dispute Resolution Authority are intended to be binding on *all* units of the organisation irrespective of whether an individual unit participated in particular arbitration proceedings. If the award of May, 2005 had been made under the auspices of the Dispute Resolution Authority, there would be no basis for arguing that St. Brigids was not bound by it. By amending the Rules as it did at the 2005 Congress, the GAA has demonstrated a preference for the finality of arbitration. In so doing it was not unique amongst sporting bodies, many sporting bodies throughout the world have elected for arbitration over litigation. The benefits of arbitration include speed and finality. In the context of sport, there is much to be said for the finality of arbitration over endless legal wrangling.

38. In the present case, St. Brigids seeks to argue that because the unamended rules apply on account of the timing of the arbitration of May, 2005, a different result should occur and that the club should be free to re-litigate the question of the interpretation of Rule 138. We cannot accept this argument. St. Brigids is, in effect, arguing that under the unamended rules there was an absolute entitlement on the part of any unit (including a club) to enforce directly each and every rule of the organisation. With respect, this has never been the position under the old rules.

39. It was never the position that an individual unit had an untrammelled right to argue for its particular interpretation of any particular rule. Any such system would be entirely unworkable. Indeed, the point is vividly illustrated on the

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award of May, 2005 it is not necessary for us to decide what would have followed if we had decided that it was *not* bound.

facts of the present case in that it would not be sufficient to join St. Brigids to the May, 2005 arbitration but, on a strict analysis, it would be necessary to join the team awaiting the winners of the Kilmacud Crokes/St. Brigids' fixture in the next round, and so on. Before ever the Disputes Resolution Authority was established, it is clear that the Rules envisaged that decisions could be taken with respect to the interpretation of the rules at a higher level which would be binding on all units, including clubs. The rules establish a clear hierarchy of decision-making, the rules have always been subject to interpretation by a higher authority and this interpretation was to be binding irrespective of whether or not a particular individual had had the opportunity to make submissions or observations in relation to that particular ruling. Reference is made, in particular, to the provisions of Rule 83. Under this rule, Central Council was stated to have the final authority to interpret the rules. It is further stated that its decision on all matters appertaining to the Association are final and binding on the members of the Association. The position in this regard has, obviously, been modified as a result of the introduction of the Disputes Resolution Authority and the implementation of binding arbitration.

40. (As it happens, a potential difficulty existed in relation to the nature of the dispute resolution mechanism existing *prior* to the introduction of the system of arbitration. The difficulty lay in the identity of the body designated for the purposes of dispute resolution. For public policy reasons, the courts are reluctant to allow such powers other than to independent bodies. Under the new system, the disputes are now to be referred to independent arbitrators. It is well established that the courts support arbitration as a form of dispute resolution. Notwithstanding this change in the *identity* of the body making the decision, the principle remains intact: it was and continues to be the position under the Rules that binding interpretations can be given by a designated body without the necessity of joining in each and every unit in the process leading up to that decision or interpretation.)

41. St. Brigids would not have been entitled to challenge the interpretation by Central Council of the rules, nor would it have had a right to be heard or participate in advance of any such ruling. What occurred in May, 2005 was that the governing bodies referred to arbitration the question of the correction interpretation of Rule 138. The subsequent arbitration award – including the interpretation of Rule 138 – is binding on those parties. Both Central Council and its Appeal Committee and the Leinster Council were and continue to be bound to give effect to that interpretation until such time, if any, as the relevant rule is amended. St. Brigids cannot release either of those units from the terms of the arbitration award.

42. Moreover, it is clear from the provisions in respect of the making of an objection that a club was only ever afforded limited rights to pursue an objection. As discussed above at paragraph 11 and onwards, a club only had a limited right of appeal in comparison with a county board. It is inconsistent with the scheme of the rules in this regard to argue now that a club has always had the right to pursue an objection to the bitter end.

43. In the circumstances, we find that the arbitration award of May, 2005 is binding on all of the parties to the present arbitration, including St. Brigids.

44. We are satisfied that not only is this finding consistent with the overall scheme of the (unamended) Rules, but that it also is in accordance with the interests of justice. The player in the present case took the responsible step of seeking clarification, by way of arbitration, prior to his participating in the disputed match. In reliance on that ruling, he participated in the match. It would be most inequitable were both he and his club to be penalised on the basis of the entire matter now being re-agitated. With respect, the injustice which would be suffered by the player and his club would greatly exceed any grievance suffered by St. Brigids. We reiterate that in electing to pursue the matter by arbitration, the governing bodies elected for finality.

45. We think that this approach is entirely consistent with the subsequent implementation of the Disputes Resolution Code.

(C) Merits of previous arbitration award

46. In view of the conclusions we have reached in relation to points (i) and (ii) to the effect that the award of 20th May, 2005 is final and binding on all parties, including St. Brigids, there is a serious question as to whether or not we have any jurisdiction to go behind that award. It occurs to us that the only basis on which a challenge to that award could have been made was by way of an application to the High Court: we were informed that no such application was ever brought. We do not think that we would ordinarily have an entitlement to overrule an arbitration award.

47. We do, however, wish to add the following rider. We, of course, accept that in principle it is possible that an arbitration award might be made which is patently wrong. We further appreciate that it would obviously be unsatisfactory if that award could never be set aside or corrected. In such an eventuality, consideration might have to be given as to whether or not there was any process by which a subsequent tribunal of arbitrators would be entitled to depart from the first award.

48. We are quite satisfied, however, that the facts of the present case do not even come close to the exceptional circumstances which would justify such a course of action. This is not a case where some newly discovered or fresh evidence came to light subsequent to the award. It is clear from the submissions (oral and written) of Leinster Council in the present case that it was aware at the time of the arbitration of both the ruling of 1977 and the amendment of 1996. There matters were not produced before the arbitrators at that time. The arbitrators determine a reference on the basis of the material put before them. It is up to the parties to present and marshal their arguments. It would undermine entirely the benefit of arbitration were parties to be permitted to re-agitate on the basis of arguments which were known to them at the time.

49. In the circumstances, we do not think that a court would regard this as the type of case in which it should intervene to set aside the award.

50. Insofar as events *subsequent* to the award of 20th May, 2005 – are concerned it is said that Central Council have since adopted an interpretation of Rule 138

which deems the county, provincial and All Ireland stages of the respective club senior championships to be one stage of the one competition – these could not, for reasons of basic fairness, operate *retrospectively* so as to expose a player with the benefit of an arbitration award to disciplinary penalties.

51. Finally, we would also have very real concerns as to the extent to which we would be entitled to rely on the amendment of 1996 in circumstances where that amendment was never embodied in the Official Guide. Under Rule 9, there was a requirement that the Rules of the Association be printed in Irish and English. Reference is also made to the provision of Rule 79 in relation to rule drafting. The clear implication of this rule seems to be that amendments should be incorporated in a new printed version of the rule concerned. Clearly, considerable time has elapsed since the rule was amended in 1996 and at least two subsequent versions of the Official Guide have been produced, neither of which contain an amendment to Rule 138. In order to ensure the effectiveness of the newly established Disputes Resolution Authority, and out of fairness to individual players, it is essential that the rules of the association as set out in Official Guide are kept fully up-to-date. It occurs to us that in disciplinary proceedings, any ambiguity or doubt must be resolved in favour of the affected player. This is especially so where, as in the present case, the player and club involved took active steps to seek clarification in advance of his (the player's) participation in the disputed match. There would be an obvious injustice otherwise.