

Disputes **R**esolution **A**uthority

An Córas Eadrána

Record No: DRA/12/13/2005

Between:

**Pádraig Mac Gothraigh
and
Conchur Mac Bhraigh**

Claimant

-and-

**St Joseph's GAC Glenavy
and
The Antrim County Committee**

Respondent

DECISION

This is an application brought by Pádraig Mac Gothraigh and Conchúr Mac Bhránaigh challenging a decision by the Antrim County Committee to refuse their application for transfer from St. Joseph's Glenavy to Lámh Dhearg and the refusal of St. Joseph's Glenavy to sign the transfer application. The decision under appeal was made on the 29th of August 2005.

Subsequent to that decision it became clear that no appeal is permitted to the Ulster Council or any other body and the Claimants have therefore exhausted all available remedies available to them.

A Request for Arbitration was then lodged with the DRA on 4th September 2005.. By letter dated the 5th September 2005 the Secretary informed both Respondents that the Request had been received. The Claimants served the Respondents with copies of the claim on the 12th September 2005. The Claimants wrote to the Secretary on that date explaining that they were unaware of the requirement to serve copies of the claim on the Respondents. The Secretary accepted the explanation and that there were good reasons for this delay. The Secretary exercised his discretion to extend the time limit for the claim under Rule 2.2 of the Code to that date. The Tribunal endorses that decision.

On the 13th September 2005 the Secretary notified all parties in writing that the date and venue for the hearing of the dispute would be the 16th September 2005 at the Wellington Park Hotel, Belfast at 7p.m.. The Claimants sought a hearing in advance of the 17th September

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2005 to allow them to play with Lámh Dhearg in the Antrim Senior Championship on that date.

We are satisfied from the correspondence in this matter and from telephone communications between the Secretary and the Respondents that they were fully aware of the proposed time and date of the hearing. Neither Respondent has attended the hearing. The first Respondent through its secretary has written to the Secretary in the following terms:

“Further to our phone call of Thursday 15th September, I am confirming that due to inadequate notice St. Joseph’s G.A.C. are unable to attend the meeting in the Wellington Park Hotel on Friday the 16th September.

The Club is keen to have this case resolved but feel exasperated by the undue haste that the D.R.A. wishes to proceed with.

We feel that the matter merits full consideration and hope that future arrangements allow all parties to participate fully.”

The secretary of the Antrim County Committee has informed the Secretary that neither he nor any representative of the Antrim County Committee is available to attend tonight’s hearing.

The tribunal has decided to deal with the Arbitration notwithstanding the absence of the Respondents for the following reasons:

1. This dispute has been ongoing since mid-May 2005. The matter has been debated at two full meetings of the Antrim County Committee and at meetings of St. Joseph’s Glenavy and all parties are fully aware of the issues involved.
2. The matter is urgent having regard to the fact that Lámh Dhearg are playing in the Antrim County Championship on Saturday.
3. One of the main purposes of the DRA, which was established by GAA Congress, being representative of all units of the association, is to facilitate the speedy resolution of disputes and the flexible nature of the procedures reflect this purpose.
4. We are not satisfied that the failure of any representative of either Respondent to attend this hearing justifies not proceeding with this matter.

We have considered the question of interim or temporary relief but we do not believe that this is a suitable subject matter for such relief and accordingly we propose to deal with the substantive matter of this dispute.

The Tribunal considered the written submissions on behalf of the Claimants, which were supplemented by oral submissions on their behalf by Mr. Oliver Kelly, Solicitor. The Tribunal also heard sworn testimony from both Claimants, setting out their account of the history of this dispute.

The Tribunal rules as follows:

1. We reject the submission that a player has the automatic right to play for whatever club he chooses and we remind the parties of Rule 32 of the Official Guide as amended

“Implementing the Disputes Resolution Code of the GAA”

“As the Gaelic Athletic Association is community centred, based on the allegiance of its members to their local Clubs and Counties, the Transfer and Declaration Rules in this Official Guide and in County Bye Laws reflect that ethos. A player is considered to owe allegiance and loyalty to his Home Club and County, as defined in these Rules.”

2. We accept that the appropriate authority for deciding on transfers within a County is the County Committee and that therefore the appropriate authority in this case would be the Antrim County Committee.
3. In exercising its authority the Antrim County Committee must comply with Rule 36 A of the Official Guide as amended and shall have a byelaw governing the transfer of players from one unit to another within a county, which said byelaws shall be sanctioned by the Management Committee in accordance with Rule 55.
4. On the basis of the evidence before us we find that no such byelaw has been enacted by the Antrim County Committee.
5. In the absence of such a byelaw we find that the Antrim County Committee as the appropriate authority must exercise its authority in accordance with fairness, precedent and the principles of natural justice.
6. The only Antrim County Committee guidelines of which we are aware are set out in the notes to the prescribed transfer form, the relevant one for the purposes of this application being

“A transfer is primarily a matter between a player and the appropriate authority. When a player signs a transfer, his former Club has no right to delay or refuse permission for this transfer. If the Club has a valid reason as to why a player may not be granted a transfer, its duty is to state such reason to the County Secretary, who will relay this information to the County Committee.”
7. We find as a fact that the Claimants have submitted applications for transfer from St. Joseph’s Glenavy to Lámh Dhearg in the prescribed form.
8. We find as a fact that no reason, valid or otherwise, has been put forward by the club to refuse permission for the transfers.
9. We find as a fact that it is the practice of the Antrim County Committee to grant such transfers in the absence of “valid reasons” as set out above.
10. In the circumstances we direct that the Claimants be transferred from St. Joseph’s Glenavy to Lámh Dhearg with immediate effect and we further direct that the Respondents take such steps as are necessary to give effect to such transfers. For the avoidance of doubt the Claimants are entitled to play for Lámh Dhearg with immediate effect.

11. We further direct that the Antrim County Committee take immediate steps to comply with Rule 36 A of the Official Guide as amended.
12. We further direct that the expenses of the DRA in relation to the hearing of this dispute as certified by the Secretary be discharged by the Antrim County Committee and that upon receipt of same the Claimants be refunded the deposits paid by them.

Dated the 16th day of September 2005

Signed:

Adrian Colton

Damien McMahon

Benedict Crawford