

THE PEOPLES TRIBUNAL OF IRELAND
STATEMENT OF TRUTH & FACTS

- in the matter of –

Enquiry Into Alleged Solicitor Negligence

Applicant: Mr Aidan McGuinness vs Respondent: Adrian Greaney, Solicitor

COVER PAGE & DECLARATION

** Delete where applicable:* (i) As the named ~~*Applicant / Respondent~~ in this matter and/or; (ii) ~~as the person who, by virtue of my position or role in the office, agency or organisation named as the Responding party is authorised to take carriage of this matter:~~

I (*print name*) AIDAN MCGUINNESS

D.O.B 06.03.1948

of (*full address*) CLONARD, ENFIELD, Co MEATH, A83 VF61.

Email: aidan_mcguinness@yahoo.com. Phone: 087 293 5914 being eighteen years or older, hereby declare that this statement following which contains 5 pages and 22 numbered paragraphs (plus 1-page preface at 'Ex A'), is true to the best of my knowledge and belief and I make this statement knowing that if it is tendered in evidence I will be liable for prosecution if I say anything in it which I know to be false or misleading or do not believe to be true.

I say that I understand that hearsay (evidence) is not admissible, and that any and all allegations of fact presented in this Statement must be supported by physical evidence that is in the possession of the Declarant at the time of making this Statement – or is readily available to the Declarant – such as can be provided to The Peoples Tribunal upon request; this evidence to be in the form of documents, or of video or audio recordings, or of items or articles referring, and/or by sworn statements of truth by eyewitnesses who must be available for cross-examination on the date of the hearing.

I understand that any statement or evidence presented to The Tribunal is open to challenge by any parties named in association with this application, either 'in writing' in advance of any scheduled hearing and/or 'in person' at the said hearing, and that should anything said or declared in evidence in this matter be shown to be a contrivance, a calculated falsity, or a knowing deception in any form – by any party concerned – that under the, "false in one thing, false in everything" ("*falsus in uno, falsus in omnibus*") legal principle the person committing any such deception will be excluded from the proceedings forthwith and any such questionable or compromised evidence provided to The Tribunal will be removed from further consideration in the matter referring, without any right to appeal, save in respect of authenticating, with new self-evident proofs or verifications, any such excluded evidence.

I understand that a hearing in this matter will be scheduled 'On Notice' to both parties. Given the options to; (a) participate remotely (by video link) or (b) attend 'in-person' or by proxy at the nominated venue, I understand there will be no adjournments or deferments.

Body of Statement (numbered paragraphs, 1.5 or double-spaced please, max 5 x A4 pages)

I, Aidan McGuinness am alleging negligence against Adrian Greaney, Solicitor, during the time he was formally engaged as my solicitor in High Court Case Record No 2009/10795P 'Aidan McGuinness v Michael Butler, Solicitor' beginning December 2009 through July 2013.

Being advised that I may require an 'expert opinion' in support of my claim I approached 21 solicitors without success. On 30th April 2025 however, Justice Marguerite Bolger formed the opinion that 'no expert report was required in this case' but for the avoidance of any doubt I am applying to the Peoples Tribunal of Ireland for a lawful Determination in this matter. Given the complexity of the case and the possibility of confusion for the reader, I respectfully refer to paragraphs 'A–G' of my 1-page 'BACKGROUND' summary attached and to the PTI Reference summary of what constitutes 'professional negligence' by a solicitor, which should be read as a preface to the contents of the following Statement. (Ex A & B)

Abbreviations for persons named herein: 'AMG' Aidan McGuinness (Applicant); 'AG' Aidrian Greaney, Solicitor (Respondent); 'MB' Michael Butler, Solicitor; 'SS' Sean Sutton; 'MF' Mel Flanagan; 'JD' Joan Devine, Solicitor; 'BW' Brendan Watchorn, Barrister; 'CC' Ciaran Craven, Barrister; 'PS' Mrs Patricia Sutton; 'RF' Rossa Fanning, Barrister & current Attorney General.

1. In 2009 AMG engaged Solicitor Adrian Greaney ('AG' the Respondent in this matter) to pursue proceedings against Solicitor Michael Butler (MB) for professional negligence as laid out in my BACKGROUND preface attached; specifically that; (i) MB & Co., had apparently forged AMG's signature on an Ulster Bank Mortgage document; (ii) MB had failed to register a Declaration of Trust which denied AMG his rightful 12.5% ownership of Bartra Island for which he had already paid in full, and (iii) to include the loss of some €424k in profit due to the consequent collapse of the contracted third-party sale (as managed by AMG's Galway-based solicitor) due primarily to the absence of any Declaration of Trust in AMG's name.

2. Noteworthy here, and amongst other stated 'failures of professional care' that contribute to this allegation of professional – and arguably criminal – negligence against AG; AG suggested that AMG consider taking action against the Galway solicitor for failing to ensure that a valid Declaration of Trust was in place *before* advancing with the said proposed sale. Despite this specific advice however, and in context of all of the costly and time-consuming legal convolutions that would subsequently arise, AG himself failed to ensure that any valid Declaration of Trust was put in place for his client during the whole of his professional engagement up to 9th July 2013 (and the contrived termination of his services on that date); simply stating in his Contract Letter of 2.12.09 (Ex p1-3) that the shareholding Title issue was "*outside of (his) remit*" whereupon he appears then to have given his client no further professional advice, instructions or recommendations in this fundamentally critical matter.

3. AG further undertook to advise his client in advance – as he is required to do by law in that same 'Section 68' Contracting Letter – "*of the anticipated costs should AMG chose to proceed*" but AG did not fulfil this undertaking, simply billing his client in increments, post-action, accompanied by various ad-hoc requests and/or demands for 'immediate payment'.

4. One of the first indicators of poor professional services by AG was; (a) the wrongful inclusion of Solicitor Joan Devine (JD) as a co-Defendant with MB, and which error was not corrected even after JD wrote to AG clarifying the situation and requesting her name be removed from the proceedings. (b) Another is the fact that AG was aware at an early stage that Senior Counsel Brendan Watchorn (BW) had, "*no intention of getting involved with Ulster*

Bank” despite the forged Mortgage signature issue being one of three main channels of remedy being pursued by AMG, as (later) stated in the 2011 Statement of Claim drafted by BW himself, by Jr. Counsel Ciaran Craven (CC), as endorsed by AG, and paid for by AMG.

5. AG had also stated that he too, *“doesn’t have the resources to take on Ulster Bank”* and was reluctant to consider any action involving them in defiance of his client’s instructions, thus obliging AMG to seek out a handwriting expert at his own expense to prove the forgery allegation. Ulster Bank were eventually joined to proceedings in 2011 (see para 8 below) but only after AMG had suffered a wholly-unnecessary ‘Special Summons’ debacle in the High Court which was pursued by AG & Co *“as a legal tactic”*. This was summarised at the time by opposing Counsel Rossa Fanning (now Attorney General) in a scathing letter as (abridged) *‘grossly negligent professional services by AG & Co’*. BW then asked RF to withdraw the same, raising ethical and legal questions about a possible cover-up? (Ex pp 20-21 & 27-28)

6. Because AG, through his legal team (BW & CC) had convinced AMG in December 2010 to lodge a ‘Special Summons’ that would, they said, *“cost around €5k”*. The High Court rejected the Application and lambasted the decision to lodge it, resulting in an award of costs of €14,700 against AMG, which bill then had to be submitted for taxation, and official scrutiny.

7. Contributing to the High Court’s rejection was AG’s failure to properly swear the Affidavit, which the Court further said also, *“contained too much hearsay”*. And even though CC inferred in correspondence to AG (Ex p5-6) that *“the Court had erred”*- no suggestion was ever made to AMG to lodge an Appeal; the obvious legal option to secure client remedy.

8. During his email summary of the said High Court Hearing (Ex p8), AG makes note of meeting the Ulster Bank Solicitor and being invited to inspect the file containing the alleged forged AMG signature, now reassuring his client in a remarkable turnaround of approach to his case, *“If the findings are that the signature on the mortgage is not yours, this is going cause the Bank some difficulty, not to mention the implication it will have for Michael Butler in defending your negligence proceedings against him.”*(Ex p 8 & 11). This Dec 2010 event appears to have been the catalyst for AG to now include Ulster Bank in the proceedings but raises the uncomfortable question of the apparent contradiction between AG and BW’s previous refusals to engage with Ulster Bank, and their willingness to do so now? Was it because AMG had already demonstrated that he would pay all legal bills promptly perhaps?

9. AG betrayed an attitude of impatience, irritation, disdain and even occasional contempt for his client in personal correspondence between himself, CC and BW making disparaging and derogatory comments at times including stating in an email-letter of February 10th 2011 to BW that AD; (a) *“was minded to come off record”* that (b) he *“will no longer be taking AMG’s calls”* and (c) that he, *“was not going to be ringing AMG again”* (Ex p23) indicating that AG had no intention of properly servicing his client nor respecting the professional, contracted obligations between them from that time forwards. This further confirms (in the notable absence of AG failing-and-refusing to inform his client of the same at the time – or at any time after) that the required, *“mutual trust, integrity and good communication”* that forms the basis of the fiduciary relationship between client and solicitor as noted in the *Legal Services Regulation Act 2015* was now severely compromised, at least on part of AG.¹

(a) *“A solicitor is required to be frank, open and honest in all dealings with the client and to*

¹ Law Society of Ireland Civil Litigation 3rd Ed p 418 (19.2) The Solicitor/Client Relationship.

*ensure that they conduct the client's business at all times in the interests of the client."*²

10. In May 2012, fifteen months later, Ulster Bank sued the 6-person consortium for c.€2.44 million, thus exposing AMG to claims of liability for the whole amount if his co-partners remained in default. If however, AG had properly pursued the forged signature and the MB negligence issues on his client's behalf, AMG would not have been put in this predicament.

11. In February 2013, now over 3 years since AMG hired AG as his solicitor in AMG's claim of negligence vs Michael Butler (MB), and with AMG still completely unaware of AG's intention (stated 2 years before) to "come off record", Sean Sutton (SS) passed away and, because no-one else was registered as co-shareholders, that 50% Title share of the Island passed to SS's estranged wife Mrs Patricia Sutton (PS) from whom he had been *physically* separated (but not legally) for 20 years during which time SS lived in a family setting with a new partner.

12. Again, if AG had advised his client how to remedy the Declaration of Trust issue, even if through another solicitor or by simply asking MB to do so, then AMG would immediately have secured his part-ownership share of the Island, thus preventing any need (which then arose) for AMG to then issue separate proceedings against the Estate for his 12.5% share.

13. 'The Estate' therefore (the 50% of the Island NOT assigned to Nick Faldo) now 'on paper' *legally* 'belonged' to PS. Without informing AMG or MF, MB then took legal proceedings to protect his OWN position as a part-owner of the Island. But again, he neglected to protect the interests of the other undeclared partners such as AMG & MF. This omission suggests either gross negligence and incompetence and/or premeditated nonfeasance on the part of MB, given that he had previously claimed to have simply 'lost' the as-yet unseen, unsigned, undetectable and therefore in effect, non-existent Declaration of Trust document.

14. In short, the case of professional negligence against MB that AG was instructed to pursue on his client's behalf should have been a proverbial 'slam-dunk' considering the facts and the evidence available. But somehow, 3+ years and €480k+ in legal fees and affiliated costs later, and with no tangible results or remedies for AMG, AG moved to come off record.

15. Improper Termination of AG's Professional Services: Despite the aforesaid 2011 private disclosures between AMG's legal team, AMG – as the paying client – was NOT informed of AG's intention to withdraw his professional services until some 2.5 years later, when, in July 2013, AG used the fact that BW & CC were not prepared to proceed, to justify his intention to drop his client – which contract-cancelling action, technically, he is NOT supposed to initiate. As a conscientious solicitor, AG should of course have engaged other Counsel if he truly had his client's interests at heart. Instead, AG urged AMG to lodge a Notice of Discontinuance in the High Court (release of solicitor) which advice AMG accepted in good faith, noting the extraordinary amount of time and money he had expended, and believing this was a necessary step to be able to advance his case with more amenable legal support.

16. In spite of the aforesaid covertly-confessed 'withdrawal of service and good faith', AG continued to invoice his oblivious and trusting client for an additional claimed 6,462 minutes of work amounting to €33,119.47 during that specific period of Feb 2011 through July 2013, which said bills were promptly and professionally settled, as always, by AMG. (Ex p 24).

17. Then, on 23rd September 2013, another invoice was raised by AG demanding a further €54,279.30 "to close the account"; which bill AG would later raise to €68,535.60. It is

² Law Society of Ireland Civil Litigation 3rd Ed p 419-420 (19.2.2) Fiduciary Relationship.

suggested that given the secretly-stated withdrawal of goodwill towards the client and the privately-documented refusal in Feb 2011 to take any more calls or instructions from his client – coupled with zero legal results – that the demands by AG for disbursement of over €100k during this protracted period constitutes a deliberately fraudulent, deceptive and unethical act that definitively contravenes the *Law Society's Solicitors Guide to Professional Conduct* and more specifically, *Section 50 of the Legal Services Regulation Act 2015*.

18. In contesting the size and veracity of the latter €68k bill, AMG inadvertently found himself in unexpected possession of documents and emails illustrating the breadth and depth of the misconduct and negligence unknowingly visited upon him by AG & Co, thereby giving rise to further High Court proceedings for negligence as against AG in 2014, ongoing.

19. With the withdrawal of what can only be described (in context of the reasons for hiring AG & Co in the first place) as 'wholly unproductive legal services' for which AMG had by now paid out c.€480k over a period of several years, AMG was again placed in a position where he had to act as a lay litigant to protect his own position. Very interestingly, by acting as a lay litigant, AMG was eventually successful in establishing the value of his 12.5% share of the Island as well as securing concessions from MB's lawyers, and the Courts. AMG achieved this largely because he corrected and amended the original flawed Statement of Claim that had been drafted by AG & Co; to now accurately reflect the facts, and AMG's instructions.

20. In a letter of 16th Sept 2013 (Ex p19), in an apparent attempt to rewrite the script after-the-fact, BW authored a purported communication with AG making reference to "*a letter attached dated Oct 1st 2010*" which BW claimed he had allegedly, "*drafted to send (to AG) 3 years previously*" but for some reason, had not sent it at the time!? That purported post-dated letter articulates what must reasonably be seen as the outlines of a hurried, much-belated, contrived defence against the now-anticipated remedies being sought by AMG. Notably, BW makes reference to the need for 'prima facie evidence' in order to pursue a case of professional negligence against MB, but again, for some reason did not secure any?

21. These various combined incidents, including those listed (a-j) below summarise how AG was negligent in the duty of care he owed AMG; thereby violating the Solicitor's Code of Conduct and the *Legal Services Regulation Act 2015*, inasmuch as it also breached the fiduciary relationship between solicitor and client causing AMG to suffer substantial losses.

- a. AG did not issue a proper 'Section 68' (solicitor's contract) letter and did not abide by the requirement to advise his client in advance of anticipated costs. (Ex pp1-3)
- b. Proceedings were wrongly issued against Solicitor Joan Devine causing complications and costly delays in advancing AMG's case vs Solicitor Michael Butler. (Ex p4)
- c. A highly-flawed Special Summons was issued by Adrian Greely in conjunction with Barristers BW and CC that had no prospect of success, was dismissed and lambasted by the High Court, resulting in costs against AMG of €14,700. (Ex pp5-6)
- d. The originating Statement of Claim as drafted by AG, CC and BW, completely ignores the core basis of AMG's claim; i.e. the crystallization of his loss of €700k due to the proposed 3rd-party sale falling through due to MB's professional negligence. (Ex p7)
- e. That as late as May 2012, some 2.5 years after being retained, AG corresponds with BW and CC still making *mistaken* reference to the parties who acted in the original Island purchase in 2003. This indicates inexplicable and even reckless incompetence by AG & Co., given that his client's whole case hinged upon his solicitor's full and proper grasp of who the key players and responsible parties were. (Ex pp17-18)

- f. BW's statement to AG, unrelayed and uncommunicated to AG's oblivious client, that BW *"had no intention of getting involved with Ulster Bank"* renders a prime portion of AMG's claim not actionable, and his specific instructions redundant – other than as a means and a justification by AG & Co., to generate illegitimate legal fees. (Ex p7)
- g. That the forged signature (Ulster Bank) issue was nevertheless included in the said Statement of Claim as drafted by AG & Co., suggesting that it was included in these particular circumstances simply 'for show' and/or to mislead and/or deceive the client (AMG) that his case was being conducted as instructed, and it must therefore be said, to thus ensure that now-dubious legal fees kept coming in. (Ex p7, & 9-16)
- h. Rossa Fanning S.C. now Attorney General was of the view that AG & Co. were grossly negligent; a view supported in a 2025 statement by lawyer Andrew Ferguson, *"It is fairly clear that your client (AMG) has an extremely strong case."* (Ex p21-22 & 27-28)
- i. AG & Co failed throughout to get an Expert Report or secure the *prima facie* evidence necessary to pursue a claim of professional negligence against MB. (Ex p19)
- j. AMG's instructions to AG on day one was to pursue MB for the failed 12.5% Island sale, as confirmed in AMG email to AG dated 2nd April 2011: *"Please confirm that our claim against Butler is for the spoiled deal with Kilty."* (Ex pp25 & 26).

22. All of the ongoing and consequent legal costs, and time-consuming losses visited upon AMG could have been arrested or avoided altogether had AG properly and professionally pursued AMG's case for negligence against MB according to his original instructions, specifically; (i) the forged signature issue; (ii) the missing Declaration of Trust document; and (iii) the consequent loss of €424k. Plus, (iv) the failure of AG & Co to secure *prima facie* evidence and/or an Expert Report to support AMG's case. AG's combined failures to do so in a timely, efficient and professional manner not only cost AMG some c.€100+ in legal fees and costs to AG & Co over a 3+ year period, but failed to get AMG any legal remedies or compensation in lieu of; (a) his €424k Island-shareholding sale loss; (b) for his combined payments of c.€394k for the Ulster Bank property which has since sold without any return disbursement to AMG, and consequently leaving AMG exposed (c) to possible claims from the Bank for up to €2.3 million, and which punitive consequences (to AMG) were then further compounded by AG orchestrating his own, much-belated (official) removal from proceedings when he advised AMG to lodge a Notice of Discontinuance in July 2013.

In summary; Adrian Greaney had a duty of care towards Aidan McGuinness. He was meant to act as a professional solicitor, and to properly protect AMG's interests in AMG's actions against MB. He utterly failed in this duty of care. As a result, AMG had to act as a lay litigant to protect his own interests - which he did, and did so successfully. The result of AG's breach of duty was that AMG suffered considerable losses - including bills sent by AG to AMG that were paid, but that should not have been paid because AG was negligent, and including additional costs that AMG had to incur in acting as a lay litigant to protect his own position.

I respectfully ask the People's Tribunal of Ireland to hold a hearing in this matter with a view to providing an expert opinion based upon the facts and circumstances as outlined herein.

Signed by Applicant / Respondent.

Endorsed / Witnessed:

Date:

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