

BACKGROUND PREFACE TO STATEMENT of APPLICANT AIDAN McGUINNESS

A. In 2003, four businesspeople joined golfer Nick Faldo (NF) to pursue a business opportunity. The four people were myself; (i) Mr. Aidan McGuinness (AMC), (ii) Mr. Sean Sutton (SS), (iii) Mr. Mel Flanagan (MF) and (iv) Mr. Michael Butler (MB). The business opportunity was the purchase of an Island off the west coast of Ireland for development into a golf course. As the only professional solicitor among the group, Michael Butler (MB) agreed that he would take certain actions to protect the interests of the four partners.

B. Around the same time, the four businessmen joined with two others in a 6-person consortium to secure an Ulster Bank Mortgage to purchase a nearby property. This transaction was also managed by Michael Butler (MB) on behalf of the said six. MB was authorised to make the loan application for the six partners, but for convenience it seems, at a time when AMG was out of the country, MB illegally forged AMG's signature.

C. Meanwhile, the Island was purchased by Solicitors A&L Goodbody. Title to the Island was put into the names of Nick Faldo (50%) and Sean Sutton (50%).

D. Solicitor Michael Butler (MB) was to prepare a 'Declaration of Trust' to establish that the 50% "Sean Sutton share" of the Island was in fact collectively owned by the four named partners; i.e. SS, AMG, MF and MB who each now owned 12.5% of the Island respectively. MB failed to do this at the time in breach of his professional duties resulting in AMG, MF & MB each NOT being formally registered as part-owners of the Island.

E. It appears that his failure to lodge a Declaration of Trust for the Island was an oversight-error on the part of MB rather than an act of deliberate nonfeasance, but the property-related forged AMG signature 'for convenience' was clearly an unlawful act, and which said actions set in train a series of costly and punitive events affecting AMG in particular.

F. Because in 2007 AMG entered into private contract to sell his 12.5% share of the Island and discovered to his dismay – via a Galway-based solicitor – that he was NOT registered as a part-owner because no Declaration of Trust had been filed in his name. MB at first asserted that a Declaration document did exist, but he had somehow lost it! Problematic however is the fact that it would have been invalid anyway without the co-partners' signatures. In any event it was not 'on record'. Consequently, AMG's contract of sale with the third party fell through, resulting in a direct monetary loss to AMG of c.€700k.

G. In relation to the Ulster Bank Mortgage, it appears that MB, in collusion with a solicitor in his Law Firm essentially forged and then 'witnessed' AMG's signature on the Loan Application which illicit action was likely taken 'in convenience', but was nevertheless technically illegal. In context of; (a) the later deaths of two of the 6-person consortium; (b) when two others became destitute; and (c) the fact that AMG was known to be a successful businessman who paid his bills promptly; AMG was naturally concerned that with the anticipated cessation of monthly repayments by 4 of the 6 shareholders – and if Ulster Bank pressed for repayment – that he might, in any such legal circumstances, be targeted for repayment of the remainder of the whole €2.15 million loan (plus interest) to all 6 partners, which had in fact been procured by MB using AMG's forged signature. At all times, AMG understood he was in any event liable for 1/6th of the original loan, but felt he needed legal protection against exposure to the Bank, until the matter was resolved.

Please revert to my 'Statement of Truth & Facts' for continuance of my PTI Application.