

1 **THE TRIBUNAL RESUMED AS FOLLOWS ON FRIDAY,**

2 **16TH JULY 2004 AT 10.30 A.M.:**

3  
4 CHAIRMAN: Good morning, Ms. Dillon.

5  
6 MS. DILLON: Good morning, sir. George Redmond please.

7  
8 **CONTINUATION OF QUESTIONING OF GEORGE REDMOND**

9 **BY MR. O'NEILL:**

10  
11 CHAIRMAN: Good morning, Mr. Redmond.

12 Q 1 MR. O'NEILL: Thank you, Mr. Chairman. Good morning, Mr. Redmond.

13 A Good morning, Mr. O'Neill.

14 Q 2 Yesterday afternoon, I was asking you in relation to the stance adopted by you  
15 in late October, early November, in authorising and directing negotiation, Mr.  
16 McLoone to enter into negotiations with Mr. Gilmartin, and I think at some  
17 stage during the course of one answer, you indicated that your view and indeed  
18 this is something you said earlier to Ms. Dillon, your view was that the lands  
19 should have been offered for sale by way of tender from the outset?

20 A That's the --

21 Q 3 The county council lands.

22 A And the city land, yes.

23 Q 4 Let's confine ourselves to the county council lands for the moment, those are  
24 the only lands over which you have any jurisdiction.

25 A Well, my views on the county council land were even more restrictive than that,  
26 I didn't see any need to sell the county council land at all. The position was  
27 that the 68 acre land was the main land. The county lands which was, you know  
28 bits and scraps along the motorway, it came along as an adjunct, I simply went  
29 along with the wishes of the city people.

30 But we had no financial stress or anything in the county. I mean, the lands

1 were there and they had been paid for out of roads money for the motorway and  
2 the motorways were under construction. There was no urgency about them, the  
3 only thing was that it was a management decision, city and county and they were  
4 to be sold but insofar as the procedure, there was no question in my mind  
5 apropos the city lands in particular, which had considerable value, that public  
6 advertisement was the appropriate to way to do it.

7 Q 5 Can we leave the city lands alone for the moment. In relation to the county  
8 council lands, what was your view as to how they were to be disposed of, if  
9 they were to be disposed of?

10 A Yes but I hadn't got, I wasn't a sovereign manager, I was subject to the  
11 county.

12 Q 6 What was your views how they should be disposed of?

13 A In my private capacity, you see --

14 Q 7 You have more than a private capacity, you are the assistant city manager and  
15 effectively the acting manager for the county council?

16 A I am acting under the direction of the county manager, and it was the county  
17 manager's wish, and his assembled other managers that that was the way it was  
18 to go. It wasn't my decision.

19 Q 8 So --

20 A If I had been Dublin county manager on my own, that land would never have been  
21 sold.

22 Q 9 So, your decision then to instruct Mr. McLoone to negotiate with Mr. Gilmartin  
23 as distinct from offering the lands for sale by tender, that was a decision you  
24 made or that you arrived instructions from Mr. Feeley?

25 A That's right. It was a decision which was made with the other managers and I  
26 went along with it.

27 Q 10 And ultimately, I think you have accepted that it was within your jurisdiction,  
28 should you choose to exercise the jurisdiction, to approve subject to the  
29 elected representatives given their final say, to approve the sale of those  
30 lands?

1 A That was a matter -- well it was a matter solely for myself, if I so wished, or  
2 I could refer it back to the county manager.

3 Q 11 And I'm just wondering what happened, and this is something I asked you and I  
4 didn't get an answer yesterday, what happened between late October and early --  
5 late October/early November 1988, and the 23rd of February 1989, which brought  
6 about a change in your view.

7 A Well, not in my view, I didn't make any change in my view. It is Mr. Gilmartin  
8 had the change of view, when he went to Mr. Haughey on the 23rd and then when  
9 Mr. Feeley on the 24th, and from then on, there was a complete sea change but  
10 it wasn't in myself, it was in the city management. From then on, I think  
11 Mr. Feeley said from the time Mr. Gilmartin made allegations, that was the end  
12 of things, it had to be advertised.

13 Q 12 All right, can we just deal with the period between November '88 and the 23rd  
14 February, the 22nd let's say of February of 1989, by which time Mr. Gilmartin  
15 had not made any complaints.

16 A Yes, well there was nothing happening.

17 Q 13 And the complaints as you have seen from the evidence arose because of his  
18 perceived view that you were interfering in the sale?

19 A But the position between, I think, the February is when Mr, I think it was up  
20 on the screen, February the 2nd was the date of which the report went to  
21 Mr. Doherty and the only thing that happened between, as you say, October,  
22 November, was the negotiations took place and Mr.-- and they took place between  
23 Mr. McLoone and Mr. Gogarty (sic) and Mr. McLoone eventually decided on a  
24 figure that he could recommend and he recommended it. That's all that  
25 happened, nothing, nothing else other than that. In the city, in the case of  
26 the city --

27 Q 14 Can we leave aside the city for the moment and deal with the county council?

28 A I have dealt with the county.

29 Q 15 I want to ask you a few questions in relation to that, can we have page 1069.

30

- 1 MS. DILLON: I don't want to interrupt but the transcript has recorded in  
2 fact, what Mr. Redmond said that negotiations took place between Mr. McLoone  
3 and Mr. Gogarty and I presume he meant Mr. Gilmartin.
- 4 A I did of course, I beg your pardon, sorry, Your worships.
- 5 Q 16 MR. O'NEILL: This is a part of a statement that you made in and in fact I read  
6 out --
- 7 A Yes.
- 8 Q 17 I read it out yesterday and you may recollect it and hopefully I don't have to  
9 read it out again.
- 10 A Yes.
- 11 Q 18 What this states is, and if we could highlight the second half of the page  
12 please or enlarge it, as far as I was concerned, what you are talking about  
13 here is what's being described at the aborted meeting of February of 1989, the  
14 22nd and 23rd February of 1989, and you were giving reasons for avoiding such a  
15 meeting, isn't that right?
- 16 A I was giving reasons --
- 17 Q 19 In the statement you are giving reasons for avoiding meeting Mr. Gilmartin?
- 18 A Why I thought such a meeting, it would be better if it didn't take place.
- 19 Q 20 I am just wondering why in February, the 22nd/23rd, one of the dates I am not  
20 too sure at the moment, the 22nd or 23rd February, you were not even prepared  
21 to meet or you had good reasons not to meet Mr. Gilmartin when in  
22 October/November of the previous year, not only were you prepared to meet him  
23 but you were prepared to sanction the negotiation of the sale of the lands, the  
24 county council lands to Mr. Gilmartin?
- 25 A That's fair enough. That's -- I did that. That's --
- 26 Q 21 If there were cogent reasons in February not to deal with Mr. Gilmartin, were  
27 there not also cogent reasons in November of 1988, not to deal with  
28 Mr. Gilmartin?
- 29 A Well I have already explained to you, left to my own devices, if I was a  
30 sovereign manager of a county I would never have dealt with, the land -- there

1 was no urgency from a council's point of view.

2 Q 22 All right.

3 A Sorry, Mr. O'Neill, let me answer. At that time, it was a corporate decision  
4 that was made in the City Hall that they wished to negotiate, the city people  
5 and as the land that would remain would be, you know, virtually useless, that  
6 it should go along as well and I went along with that.

7 Q 23 And what then happened in February of 1989, or by February of 1989 that you  
8 were no longer going along with that?

9 A That I was no longer going along with what?

10 Q 24 With the proposal to negotiate and possibly sell the lands.

11 A But I didn't make any decision in -- it was there, the two parcels of land had  
12 to go along together.

13 Q 25 But here you are in February, refusing or having good reasons not to meet  
14 Mr. Gilmartin.

15 A I met Mr. Gilmartin that day.

16 Q 26 You have stated here in your statement that you had cogent reasons for  
17 endeavouring to avoid the meeting.

18 A That's --

19 Q 27 And you set out among those reasons the fact that the -- let me just summarise  
20 what you say.

21 A Yeah.

22 Q 28 You summarise among the reasons for not meeting Mr. Gilmartin or to avoid any  
23 meeting, was that the plan that Mr. Gilmartin had was contrary to the  
24 Development Plan.

25 A That was the, there was more to it than that. Let's get down to what --

26 Q 29 Among the reasons. "And there would be hell to pay in the council if the  
27 elected members got to hear a manager and his professional staff were having a  
28 special meeting with the promoters of a major project."

29  
30 Do you think there would be hell to pay if the county councillors found out

1 that in November of 1988, that you had authorised Mr. McLoone to enter into  
2 negotiations with Mr. Gilmartin, not to --

3 A Excuse me.

4 Q 30 Not to put the lands for sale by tender?

5 A It would be a matter for themselves if it went to them, that would be a matter  
6 for themselves. The point about the second meeting -- now in the initial  
7 stages, we were dealing with corporation land, we weren't dealing with other  
8 people's land.

9 Q 31 Mr. Redmond, your decision, your instruction to Mr. McLoone in November of 1988  
10 related to county council lands?

11 A That's right. And I have no problem and in fact, Your worships, I have  
12 explained that continually what happened. There was 68 acres of prime land  
13 which could be developed and if you look at the map, you will see there was a  
14 jagged piece of land, insofar as if I had been county manager solely, the land  
15 really had no -- of course it had value, but what happened there was the city  
16 wanted to move on the land and therefore I was told put yours on the pari  
17 passu, let it go also and that's what I did.

18  
19 CHAIRMAN: Yes, but Mr. O'Neill is asking you to explain why at an earlier  
20 stage you authorised Mr. McLoone to negotiate with Mr. Gilmartin and then at a  
21 later stage, around the time this proposed meeting is to take place, you give  
22 it a reason for not meeting him, or trying to avoid the meeting, that there  
23 would be hell to pay if the elected representatives were to learn that the  
24 council were meeting some senior officials, were meeting a man who was  
25 proposing a scheme contrary to the zoning.

26  
27 So Mr. O'Neill wants to know what changed your view as to the likely attitude  
28 of the councillors between the time initially, he wants to know what changed  
29 your view from the time you authorised negotiations to take place and this time  
30 when you decide that you shouldn't even be seen to be meeting him

1 A Oh there was, there was never any change in my overall views, Mr. O'Neill.  
2 Never any over all -- in my overall personal views as to what should happen. I  
3 mean in my view, as far as the council land is concerned, it shouldn't have  
4 been sold at all, there was no urgency but if it was going to be sold, it was  
5 sold by, it would be sold by public tender.

6  
7 But the next meeting, the one that did take place, sir, may I add, but took  
8 place some hours later than what Mr. Gilmartin had intended. This was a  
9 meeting first of all he was already meeting at professional level. He was in  
10 the with the planners and he was in the with the engineers but insofar as the  
11 assistant county manager is concerned, he was coming in, your worship, to speak  
12 about other people's lands. People who probably didn't know their lands were  
13 being spoken about, and the project he had in mind and there's evidence in  
14 writing that he was going to bring about a coalescence of ownerships in his  
15 name.

16 He was going to move the planning process in some way. We don't know which  
17 way, whether it was by material contravention, in some way to change the zoning  
18 of this land. We have evidence that when he had achieved that, when he had got  
19 the ownership right, when he had got the zoning or whatever the permission  
20 right, he aimed to sell a moiety of that land for 40 million. Now that was the  
21 position. You had owners here, some of them probably negotiating with him at  
22 the time and it was a very bad time, it wasn't a good time for land.

23 Q 32 MR. O'NEILL: Sorry to interrupt you, just answer the question please.

24 A I'm answering the question. This is critical -- by the way, shake your head as  
25 much as you like, there are some political names in that.

26  
27 CHAIRMAN: Mr. Redmond, just finish what you are saying.

28 A The position, it was -- my own personal view at the time, it was totally wrong  
29 for a manager to be speaking to him along those lines. We had -- as well as  
30 that, there was a manager who was aware of the fact that the government were in

1 favour of this development. Not for any sinister reason, simply because the  
2 man promised jobs, that was a genuine reason.

3  
4 CHAIRMAN: But had you agreed to meet him earlier?

5 A Oh, as I said, I'm vague about that and I mean there's no certainty whether  
6 I -- but if there was any doubt about it or if I -- I met him in the afternoon.

7  
8 CHAIRMAN: But can you recall the impression we have from Mr. Gilmartin's  
9 evidence is that a meeting was arranged?

10 A Well Mr. Gilmartin may have arranged it, I may have known nothing about it.  
11 Same as the other meeting with Mr. Lawlor, I didn't know anything about it  
12 until I arrived at the office. I'm on oath, your worship.

13  
14 CHAIRMAN: Is it your evidence that there was, as far as you were concerned,  
15 there was no meeting arranged earlier that day?

16 A Well if there had been a meeting, I'm sure I would have brought them over,  
17 unless there were some other reasons but I met them in the afternoon.

18  
19 CHAIRMAN: And were you told to meet them in the afternoon?

20 A The only recollection I have and which I put, was that somebody from the  
21 department told me that his team were in town, that was all, that they were  
22 going to provide jobs. That was -- I remember -- that's my recollection. But  
23 I also, of course the record is that Mr. Sean Haughey was also there.

24  
25 CHAIRMAN: But it's important that we be clear about this, I mean were you  
26 simply facilitating Mr. Gilmartin, at someone's request to meet with him and  
27 his professional advisers in the afternoon because they were in town or was it  
28 the case that you were directed or ordered or told to meet him?

29 A Ah no, no, no.

30

1 JUDGE FAHERTY: Mr. Redmond, my recollection of Mr. Gilmartin's evidence about  
2 this issue, was that on the 21st of February, there was a meeting with Arup,  
3 you weren't involved in that, but in the planning, in the county council  
4 planning offices. Do you understand?

5 Mr. Gilmartin says that in the course of that meeting, or after that meeting,  
6 it was arranged with your office that there would be a meeting the following  
7 day, the 22nd of February, with the roads department, that's Mr. Gilmartin's  
8 evidence.

9 A He arranged it with the roads department?

10

11 JUDGE FAHERTY: Yes, with the roads engineers.

12 A Yes, well I can't --

13

14 JUDGE FAHERTY: And that in that context a meeting was set up for the morning  
15 of the 22nd of February and that he duly assembled, in I think a hotel  
16 initially across the road from your offices and then to meet with you on the  
17 morning of the 22nd. That's in summary of my own note of what Mr. Gilmartin  
18 said in evidence. That there was a prearranged meeting and that somebody had  
19 liaised with your office. Now, that's his testimony obviously, to my  
20 recollection Mr. Redmond, and that he expected a meeting because a meeting was  
21 arranged.

22 A Yes, it could well be, first of all I'd like to clear, there was no pressure on  
23 me to hold the meeting, that's number one. There was no pressure. The second  
24 thing is, it may well be that he had the roads meeting and somebody was to  
25 arrange a meeting after that but if they had been there, notwithstanding the  
26 fact, notwithstanding the fact, again they are reasons, you know, that I --

27

28 JUDGE FAHERTY: His evidence suggested that it had been confirmed with yourself,  
29 that's his testimony obviously.

30 A I don't know but, your worship, up to that point, I never had any -- I met

1 Mr. Gilmartin on any occasion he wanted to meet me. I mean, I met him -- I  
2 mean there are in the 1988 diaries, there are entries now, whether he was  
3 there, there was certainly communication he was in and out but I mean as much  
4 as can be said about that meeting is that in the end, it was delayed, if there  
5 was a meeting and if there was misunderstanding about my position, but the  
6 meeting was held and it wasn't held under any pressure. That's all I can say.

7  
8 And there were cogent reasons why at this stage, that was probably -- when I  
9 say there would be hell to pay in the council, it was a very difficult council,  
10 there was 78 of them, they used to tear strips out of me any time they met me  
11 and if, say for example, they knew that I had been down to the department to a  
12 meeting of ministers who were advocating this scheme, which was contrary to the  
13 plan, if they had been aware that somebody's brother was at the meeting who had  
14 no business being there, no business, they'd make a mountain out of it.

15  
16 And the other thing was, if there were political names in that assembly of  
17 land, and someone is talking about quadrupling their value while at the same  
18 time negotiating at the existing values. It's the sort of thing that would, I  
19 mean I know from experience, I got a very bad time from members, very, very  
20 bad.

21  
22 JUDGE FAHERTY: Just before Mr. O'Neill resumes, the evidence to date is what  
23 Mr. Gilmartin alleges is that there was no indication or no arrangement that  
24 Mr. Haughey would be at the morning meeting, Mr. Redmond. He said he had a  
25 meeting arranged with you.

26 A Yeah.

27  
28 JUDGE FAHERTY: With some of his experts. Mr. Haughey didn't feature at all in  
29 that according to Mr. Gilmartin, it was only when he didn't go ahead that he  
30 sought the intersection of Mr. Haughey, that's my understanding of

1 Mr. Gilmartin's evidence.

2 A That is so and as far as I was concerned, and Mr. Feeley's view the same, I  
3 couldn't understand what he was doing there.

4  
5 JUDGE FAHERTY: Well yes, it would appear from, if Mr. Gilmartin were to be  
6 correct, that Mr.-- had you met him in the morning on the morning of the 22nd,  
7 Mr. Haughey wouldn't have featured at all.

8 A That's quite true. I accept that, your worship.

9  
10 JUDGE FAHERTY: Fair enough.

11 A He only came over in the afternoon. But I couldn't understand his presence, as  
12 you can understand.

13  
14 JUDGE FAHERTY: Fair enough, sorry, Mr. O'Neill.

15 A But I did, I mean at the end of the day, whatever you make out of it, I met him  
16 and I met him with a full number of officers, planning officers, administrative  
17 officers and engineers and he was, I don't think he made the address, I have  
18 always been of the -- I don't think.

19 Q 33 MR. O'NEILL: I don't think you have to go into the context of the meeting just  
20 at the moment. I'm going to ask you once again to give you an opportunity to  
21 answer this.

22 In November of 1988, you were quite happy to meet Mr. Gilmartin.

23 A It's not a question of me being happy.

24 Q 34 You were quite prepared to meet Mr. Gilmartin?

25 A Of course.

26 Q 35 By the 22nd of February of 1989, there are cogent reasons in your mind for  
27 avoiding meeting Mr. Gilmartin?

28 A There were also cogent reasons in my mind why we shouldn't sell him the land at  
29 all.

30 Q 36 And I want to know and I am going to ask you once again?

- 1 A Yes.
- 2 Q 37 What changed between November 1988 and the 22nd of February of 1989.
- 3 A Absolutely, there was no change. I harboured those same thoughts in November.
- 4 Q 38 I am going to move on.
- 5 A Thank you.
- 6 Q 39 I want to ask you in relation to the investigation that took place and the  
7 tip-off that you received from Councillor Dunne?
- 8 A Oh yes.
- 9 Q 40 Who is Councillor Dunne? Or who was Councillor Dunne, I understand he is dead  
10 now?
- 11 A Yes, he is dead.
- 12 Q 41 Who was Councillor Dunne?
- 13 A He was a member of the council.
- 14 Q 42 What party?
- 15 A Fianna Fail.
- 16 Q 43 Were you on friendly terms with him?
- 17 A He was a member of the council, the same --
- 18 Q 44 Were you on friendly terms with him?
- 19 A Was I on friendly terms? I knew him as a councillor.
- 20 Q 45 Were you on friendly terms with him?
- 21 A What do you mean by friendly terms, did I drink with him.
- 22 Q 46 You described yesterday the way you had friends for whom you gave consultancy  
23 services, I am not asking did you provide consultancy services to him but I'm  
24 asking you, did you have a relationship over and above that you simply knew him  
25 as a county councillor?
- 26 A No, no.
- 27 Q 47 And did he, when did he tell you that an investigation was being conducted in  
28 respect of you?
- 29 A I think it was some time, well I was away in March, sometime in the early part  
30 of 1989. And by the way, what he told me was nothing related to

- 1 Mr. Gilmartin's complaints, it was -- he told me that there was an  
2 investigation and the press had it at the time, into certain allegations which  
3 had been made against an officer of An Bord Pleanala, and what he said to me  
4 was my name had come up in connection with the matter.
- 5 Q 48 But you had nothing to do with An Bord Pleanala?
- 6 A Sorry?
- 7 Q 49 You had nothing to do with An Bord Pleanala?
- 8 A No, no, we had no connection with An Bord Pleanala.
- 9 Q 50 And how would your name then come up in connection with an investigation in  
10 relation to An Bord Pleanala?
- 11 A I don't know, Mr. O'Neill. That's what the man told me.
- 12 Q 51 And did he tell you --
- 13 A It didn't relate to, it didn't relate to Mr. Gilmartin's -- I never knew about  
14 Mr. Gilmartin's allegations until I got the brief.
- 15 Q 52 And did you tell Councillor Dunne or did you ask Councillor Dunne, look, I have  
16 nothing to do with An Bord Pleanala, how does this impact on me?
- 17 A Why would I engage in discussion with him at all?
- 18 Q 53 To get some details as to the allegations?
- 19 A He hadn't any more detail than that.
- 20 Q 54 Did you ask him?
- 21 A I have made a full statement of what I recall.
- 22 Q 55 Did you ask him, did he have any details in relation to --
- 23 A He had no more details, he gave me all he knew.
- 24 Q 56 Did you ask him did he have any more details or are you assuming he didn't have  
25 any more details?
- 26 A No, I would have said what's it all about and he would have said that's all I  
27 know, I just heard that your name has come up.
- 28 Q 57 Did he indicate, did he tell you where he got that information from?
- 29 A No.
- 30 Q 58 Did it come as a surprise to you?

1 A Yes.

2 Q 59 Can we have page 2296 please. This is a note prepared by Mr. Morrissey of a  
3 meeting with the Minister for the Environment, Mr. Flynn, on the 14th April of  
4 1989?

5 A Yes.

6 Q 60 And the minister at paragraph 2, you will see the minister is asking "if there  
7 are any further developments in relation to the allegations made by  
8 Mr. Gilmartin regarding the official of a local authority".

9  
10 That official of course is you. I said, "Mr. Morrissey said so far as I was  
11 aware, the police had interviewed the city manager and the acting city manager  
12 in inquiring, etc, he was aware of this already, he said that he felt the  
13 official concerned was aware of inquiries, I assured him categorically if this  
14 were the case his awareness had not come about from any one of the four  
15 persons, assistant city manager knew of it. The minister immediately accepted  
16 this and indicated he felt he knew the source, he was not prepared to go  
17 further."

18  
19 So it would appear by the 14th of April, you were being tipped off, is that  
20 right?

21 A I can't say that. I know nothing about the content of that memorandum.

22 Q 61 But certainly Mr, Minister Flynn at that stage seems to be aware that you are  
23 already aware of the inquiries.

24 A I have no idea how Mr. Flynn would have known that. All that was said to me  
25 was a few words, was that there was an inquiry going on and my name had come  
26 up. Nothing. That's all I knew.

27 Q 62 And you asked, I and I take it from that, you asked Councillor Flynn (sic) had  
28 he any further details and he answered no? That's your evidence.

29 A That's all I got, nothing more. By the way, I would note at that discussion  
30 between Mr. Morrissey and the minister, the minister expressed dissatisfaction

1 at the corporation's proposal to publicly advertise the lands at Irishtown,

2 there was a clear decision by --

3 Q 63 All right, can we just focus on the questions rather than going off on tangents  
4 please.

5 A Yes, of course, yes.

6 Q 64 And the minister says, you see the final paragraph of the final sentence of the  
7 first paragraph, number 2, "the minister immediately accepted this and  
8 indicated that he knew the source."

9 A I know nothing about any of that, you would have to address those questions to  
10 the minister.

11 Q 65 I will. I will. I just want to clarify the date, you say that you were  
12 informed by Councillor Flynn time in 1989 in spinning of --

13 A Yes.

14

15 MS. DILLON: Councillor Dunne.

16 A Yes.

17 Q 66 MR. O'NEILL: Sorry, Councillor Dunne, yes.

18 A Yes, some time in '89, early '89.

19 Q 67 The inquiries started, we have seen, from the evidence given to Tribunal in  
20 early March of 1989.

21 A February.

22 Q 68 Inquiries with the guards started in early March.

23 A February, the Loughrane inquiries.

24 Q 69 No, I'm talking about the inquiries in relation to the allegations made against  
25 you?

26 A So which ones now?

27 Q 70 What allegations were made against you in relation to the An Bord Pleanala  
28 inquiries?

29 A Well I don't know.

30 Q 71 Were there ever any allegations made against you?

1 A I don't know, all I have told you and I have told the Tribunal my name had come  
2 up. That's all I know. But what I'm saying is that from the brief, looking at  
3 what's his name, Superintendent Burns and Sreenan's evidence, they were afoot  
4 from early February. Mr. Gilmartin made his on the 23rd February and as I have  
5 said, I was totally unaware of those until I read them in the brief.

6 Q 72 Is it any coincidence that it was on the 19th April, that you gave the  
7 direction that the county council lands were not to be sold? Page 2301?

8 A Coincidental with what?

9 Q 73 Coincidental with the fact that there appears to have been a disclosure as far  
10 as Minister Flynn was concerned to you of the inquiries?

11 A I knew nothing about Mr. Morrissey's meeting --

12 Q 74 That's pure coincidence?

13 A That depended when that officer, whoever the signature, initial there, is  
14 decided to bring it down. I had no control over dates.

15 Q 75 And you are suggesting that the first time the officer brought down the issue  
16 in relation to the proposed sale of the county council lands, the  
17 recommendation of Mr. McLoone of the 31st of January was the 19th of April or  
18 thereabouts.

19 A Well that's -- that's the only record we have, Mr. O'Neill.

20 Q 76 Thank you, Mr. Redmond.

21

22 CHAIRMAN: Mr. Madden, would you?

23

24 MR. MADDEN: No

25

26 CHAIRMAN: Mr. Lawlor, would you?

27

28 MR. LAWLOR: Yes please, chairman.

29

30

**THE WITNESS WAS QUESTIONED AS FOLLOWS BY MR. LAWLOR:**

- 1
- 2
- 3 Q 77 MR. LAWLOR: Mr. Redmond, could I first put it to you that the dealings I had
- 4 with you during your tenure as assistant city and county manager with delegated
- 5 functions for the county, was very much on a formal deputy councillor basis?
- 6 A That is so.
- 7 Q 78 And I never had any dealings, contact, personal meetings or anything whatsoever
- 8 because like it has got afoot in the media in recent years that there was some
- 9 sort of close personal friendship between George Redmond and Liam Lawlor, that
- 10 never existed, is that right?
- 11 A I have never, for example, I have never been in your home or in your gardens or
- 12 I have never been -- when I was in office, I was never at any social thing with
- 13 yourself or any of your family.
- 14 Q 79 I think possibly elected members and management, including yourself, might have
- 15 gone to an urban renewal conference in Norway and I think you might have been
- 16 in attendance, I can't be certain, I know Mr. Prendergast was?
- 17 A Yes.
- 18 Q 80 So you don't recall that?
- 19 A I do recall.
- 20 Q 81 You do. That would be to me the only situation where at a formal conference
- 21 that we were both in attendance in our official capacity?
- 22 A It was a very big group of both city and county elected members at that.
- 23 Q 82 There was a thousand delegates from all over the world?
- 24 A Yes.
- 25 Q 83 Okay. Now, could I even put it a bit further for you, to shoot this dragon,
- 26 that there were times when my dealings with you on a formal basis was very
- 27 fraught and rather acrimonious.
- 28 A Yes, there were always --
- 29 Q 84 If I give you an example, Mr. Redmond.
- 30 A I had a very difficult council.

1 Q 85 I am now wanting the Tribunal to be aware of the situation from my personal  
2 point of view, in my exercising of my functions in the council. Would you  
3 recall where yourself and your financial officers in the preparation of the  
4 yearly estimates, included water charges to raise in the region of six million  
5 pounds of revenues and that was contrary to my party's policy in the previous  
6 local government elections, would you remember the estimates and the crisis  
7 that developed around it?

8 A I do remember -- I do remember preparing estimates and putting water charges in  
9 them, clearly. I don't remember the year and I don't remember the amount. I  
10 think it was 30 pounds a house. But I do remember, you know, that it was a  
11 very controversial issue.

12 Q 86 Would you recall that probably in the only time in the history of local  
13 authorities in this country, that I drafted a motion on behalf of my party and  
14 we tabled it to have the estimates amended to withdraw the water charges which  
15 you and your financial officers had allocated across the various council  
16 departments and that was in itself going to see a severe reduction in available  
17 finances across the council's activities?

18 A Well, I certainly know that the end result was that such a motion was passed  
19 and that the water charges, in spite of my objections were taken out of the  
20 estimates. And I remember you were, insofar as yourself, you were always  
21 difficult at estimates meetings, but it was a collective decision of your  
22 party.

23 Q 87 I actually pioneered the drafting of the motion and eventually Mr. Carey, the  
24 financial officer, had to be requested to liaise with myself and some  
25 colleagues as to if we were going to amend the estimates in that way, that at  
26 least official advice would be given to us as to how we could implement the  
27 amendments to the estimates and that meant cuts in various areas of the  
28 council's activities. Would you recall that?

29 A Well that -- I do recall including a water charge. I do recall an eruption and  
30 I do recall that there were amending motions put down and the detail, you know,

1 I possibly wouldn't know, remember the detail, but I do recall you as being a  
2 thorn in my side at estimates meetings.

3 Q 88 On another occasion, dealing with these complex matters in the council, do you  
4 recall that the High Court ordered that, the then Dublin County Council would  
5 pay compensation, I'm guesstimating at 1.5 million pounds, to the owners of  
6 lands in Swords. I think it would have been the Brennan and McGowan related  
7 company and that the company had moved to sequester the council's assets, do  
8 you remember that?

9 A Indeed I do remember it. Yes, that was -- that must have happened around -- I  
10 think that happened -- I was on holidays in March and I came back on the Sunday  
11 and I went into work on the Monday and there was -- I had to seek the approval  
12 of the council to over expenditure to meet, it was two and a half million and  
13 they refused and what happened then was the next day, Messrs. Miley and Miley  
14 on behalf of their clients went to the High Court and the council was put into  
15 Mr. Miley's receivership. It was the first time it ever happened in local  
16 government law and insofar as my part in it was concerned, I was held to be in  
17 contempt of court and it all happened because the council directed that I  
18 wasn't to pay.

19 Q 89 I'll put the question, Mr. Redmond, it's my recollection that the than late  
20 Chairman, Sean Walsh, as was the formal procedures would have been briefed by  
21 you and your other senior officers based on the various headings of the agenda  
22 in advance of the monthly meeting and this was an item that had to be approved  
23 by the elected members to discharge this and the over spend and I don't know  
24 whether you can recall but you had the support of the then chairman to give  
25 effect to that recommendation on the agenda, would you remember that?

26 A I do remember that.

27 Q 90 Okay. That's fine. Because you see my recollection is that I returned from  
28 London around lunch time and went into the council meeting, not having been at  
29 the group meeting of the Fianna Fail group, to be told by my colleagues that we  
30 were going to have to vote 2.5 million pounds by way compensation to Brennan

1 and McGowan. And would you further recall that I insisted that my colleagues  
2 and myself met at five o'clock at the adjournment and I reversed that position  
3 and got agreement that under no circumstances would we vote that this  
4 compensation would be paid.

5 And in the resumption at half past six, you were informed, as county manager,  
6 that our position was we were not going to approve the payment of this vast sum  
7 of money to Brennan and McGowan, is that right?

8 A I don't remember, I can't say I remember the detail. I remember that I went,  
9 we used to have the meetings starting at three o'clock and resuming at six but  
10 at the end of the day, the council said this wasn't to be paid. That's, I  
11 can't -- who was responsible for drafting motions or anything like that, I  
12 cannot say. But I mean, I have no doubt that that happened a to the persona  
13 who were involved on the council side, I cannot remember.

14 Q 91 If I just go on, Mr. Redmond, to Mr. Brady, the garage owner, who has been  
15 referred to both in my transacting a car and purchasing from him, and your  
16 local petrol station, whatever. Mr. Gilmartin, in his evidence, you may be  
17 aware, was the beneficiary of gossip and hearsay on the forecourt, you are  
18 aware of that evidence of Mr. Gilmartin gave to this Tribunal?

19 A Yes.

20 Q 92 Do you believe that that's the truth?

21  
22 CHAIRMAN: Wait now, Mr. Lawlor, it's Mr. Redmond doesn't have to say whether  
23 he believes -- are you asking him does he believe that Mr. Gilmartin heard it?

24  
25 MR. LAWLOR: Correct, on the forecourt.

26  
27 CHAIRMAN: That's a matter for the Tribunal.

28 A I think we are all in the same boat on that, I can't say, do you believe it or  
29 not believe it --

30 Q 93 MR. LAWLOR: Do you believe that there's other parties such as Brendan

1 Fasnidge and Jim Fame might have been the source of the gossip and rumours,  
2 would you have any view on that?

3 A I don't know the source of any of his gossip or the rumours but obviously  
4 somebody was speaking but I do not know. He does mention the word Fasnidge  
5 and my understanding is that Fasnidge did work for him but I can't say.  
6 Mr. Gilmartin would have to be called back and answer that. I don't know.

7  
8 MR. LAWLOR: Well could I just ask you, how are you aware that Mr. Fasnidge  
9 worked for Mr. Gilmartin?

10 A It was in a statement he made under caution to the guards.

11 Q 94 Well with respect, Chairman, I think Mr. Fasnidge featured here and can  
12 collaborate whether various meetings took place or didn't and whether  
13 Mr. Gilmartin visited my clinic on the Saturday, I just asked it might be noted  
14 and looked at by counsel for the Tribunal please.

15  
16 CHAIRMAN: We'll deal with that request separately.

17  
18 MR. LAWLOR: That will be done, Chairman, will it?

19  
20 CHAIRMAN: No, that's not a matter to be dealt with -- you are now  
21 cross-examining Mr. Redmond.

22  
23 Q 95 MR. LAWLOR: Okay, if I could have 1774 please. I am not going to dwell too  
24 long, this is the letter from Mr. Gilmartin, Mr. Redmond, it acknowledged the  
25 first meeting you ever had with him, is that right?

26 A Yes. That has been my evidence, yes.

27 Q 96 And that was formally replied to by one of your senior officers, Mr. Hartnett?

28 A That is the case.

29 Q 97 In which it's -- he refers to the fact that I was the one that had organised  
30 the meeting. I think the appropriate page is 1795. Sorry, before I leave

1 that, you have explained to Mr. Gilmartin verbally the limitations on his  
2 ambitions, that's not reflected in that letter, isn't that right?

3 A I explained the limitations insofar as access to a motorway was concerned, that  
4 it simply wasn't on at that stage.

5 Q 98 Yeah well he then, you having done that, he in his second paragraph, I'll read  
6 it for you, "I have instructed a consultant engineer to liaise with the UK  
7 roads engineering experts, that I have retained for advice regarding the  
8 provision of motorway facilities with particular emphasis on complying with  
9 safety and international road engineering standards."

10  
11 Now, was it your view that that was an impossible engineering possibility?

12 A I am not going to speculate on what's possible or not possible.

13 Q 99 You did say you had no right or the DOE to give access off a motorway, and here  
14 Mr. Gilmartin has gone home and is appointing people to design such a facility?

15 A That's fair enough, but if he wants to engage consultants and pay fees and if  
16 he can come up with a solution, I mean he is always entitled to do that. I  
17 never denied him that.

18 Q 100 I am not saying he is not entitled to, it's just sort of creates a sort of  
19 understanding of the mind of the man, that he is given advice and he decides to  
20 ignore it and go in a different direction, that's fine, that's his right, of  
21 course.

22 A I mean, from his point of view of course looking at it from his point of view,  
23 he was used to seeing these things on motorways in England and saying why  
24 couldn't we have one here. It's not unreasonable for him to have that  
25 expectation but I just gave him the rule that look, at the moment, we barely  
26 started the motorway and we are not going to be considering things like this  
27 until at least it's in place.

28 Q 101 Well with the wisdom of hindsight which we all have, would you agree it's now  
29 virtually complete and there's still no such facilities and doesn't intend to  
30 be any such facilities on the M50 and that's still government and local

1 authority policy, do you agree with that?

2 A I have no idea of what modern policy is, or when it will be finished, I have  
3 nothing to say about that Mr. Lawlor.

4 Q 102 Physically, there is no motorway facility on the M50. Okay we will move on.  
5 1795 please.

6 This is Mr. Hartnett's reply which repeats again what was said. The important  
7 thing about that, is that Mr. Hartnett puts me as the one who arranged the  
8 meetings, isn't that right? That's the only formal --

9 A He puts you because I told him that. I informed him. Mr. Hartnett wouldn't  
10 have known that, I would have, I told him this meeting was arranged by  
11 Councillor Lawlor and you know, the reply on that basis.

12 Q 103 Could I have day 457, page 48 please. Now, sorry, it's not up there yet, I  
13 just -- it's Mr. Gilmartin's evidence and at the bottom of the page, page 27A,  
14 there's reference to, go up a little if you could please, 20A, "it must have  
15 done, I had forgotten about that, yes, there's no reference to Mr. Lawlor in  
16 that letter, for example -- this is Mr. Gilmartin's letter back to you as  
17 manager?

18 Answer: No, we were advised by our advisers, I think it was Kieran O'Malley  
19 etc, that because of the impact on the road and traffic, that we had to address  
20 this.

21 Question: I appreciate that. Do you still say that the first meeting then was  
22 organised by Mr. Lawlor?

23 Answer: I had forgotten about this meeting. This one was organised, I'd  
24 imagine, by Mr. O'Malley.

25 Question: Does that mean then that --

26 Answer: Kieran O'Malley was our planning consultant."

27  
28 So, Mr. Gilmartin is giving evidence here that his letter to you, thanking you  
29 for meeting with him, was in response to a meeting organised by Mr. Kieran  
30 O'Malley. That is not correct, is that right?

1 A Well it is not correct but I think over, apart altogether from the diary entry  
2 and my own reply and the fact that you did bring him in, his own evidence in  
3 relation to Mr. O' Malley is that, or Mr. O'Malley's evidence is that he wasn't  
4 retained as a consultant until May 1989.

5 Q 104 Yeah well, it's just Mr. Gilmartin is with this photographic memory doesn't  
6 seem to know what he is talking about, he is writing to you claiming that the  
7 meeting you had with him which he acknowledged and thanked you for, was  
8 organised by Mr. O'Malley, that patently is untrue now, isn't that correct?

9 A I'm saying that Mr. O'Malley in evidence --

10 Q 105 I am not --

11 A You can't -- I am not going to answer it that way, I am going to answer it this  
12 way. Mr. O'Malley in evidence and under oath, said that he wasn't retained as  
13 a consultant by Mr. Gilmartin until May 1989, the meeting took place in June,  
14 1988. So it follows from that, that he couldn't have done it, he hadn't been  
15 retained and insofar as the meeting is concerned, it's clear and unambiguous  
16 you arranged the meeting.

17 Q 106 I'm aware of that. You are aware of it, the Tribunal is aware of it but  
18 Mr. Gilmartin is not aware of it in his sworn evidence, he is claiming --

19 A I am certain by now --

20 Q 107 Sorry Mr. Redmond, just want to get it clear. Mr. Gilmartin in sworn evidence,  
21 "I had forgotten about this meeting, this one was organised, I would imagine by  
22 Mr. O'Malley." Now that's patently not correct, is that yes or no?

23 A Mr. Lawlor, I am satisfied that the Tribunal members are intelligent people and  
24 they know exactly about the first meeting. I think we are chasing Mr.  
25 O'Malley's evidence or Mr. Gilmartin's evidence and picking holes in it but  
26 there's no doubt about it, that meeting was arranged by you.

27 Q 108 Well could the fact that Mr. Gilmartin's mistaken about who arranged meeting,  
28 could he be mistaken about the map he is supposed to have received at the  
29 meeting?

30 A He is totally, he is not mistaken about the map, there was never a map.

1 Q 109 And the fact that he can't even remember who organised the meeting, yet he  
2 could write back in great detail about the meeting, would mean that he could be  
3 mistaken about the so-called ridiculous claims that was referred to about  
4 monies, would that be your opinion? Mr. Gilmartin has claimed that there was a  
5 question of 200,000 pounds proffered to him at this meeting while you were on a  
6 phone or something?

7 A That never, that meeting was a brisk business-like meeting and nothing whatever  
8 happened at it in relation to any such matter or map, we were talk about the  
9 service station and that was all.

10 Q 110 Could I have 923 please.

11 A Of course just apropos that, I would add of course in his allegation to  
12 Mr. Feeley, makes no mention of that at all. The only mention he makes in  
13 relation to money is the larger sum which he says you sought from him. That  
14 was 5 million but now he is not specific yes when and where you asked for that,  
15 whether you asked it at the first meeting or, I don't know, but anyway, that's  
16 the point. That's all.

17 Q 111 Well, okay. Now if you could just see here Mr. McLoone has given a very  
18 lengthy statement, very much collaborating everything that Mr. Gilmartin  
19 claimed, let it be innuendo hearsay, rumour, gossip, allegation, and in his  
20 statement on the end of the first paragraph:

21 "The contents contained herein and shall be treated in the strictest confidence  
22 and shall not be circulated."

23 So could we take it from that we would both agree that Mr. McLoone while  
24 putting all these various matters in his statement, assumed they would never  
25 see the light of day?

26  
27 MS. DILLON: The witness can't answer that question, it's a question for Mr.  
28 McLoone if it was a question for anybody.

29  
30 Q 112 MR. LAWLOR: We put it to him too already. Now, we'll just go on, Mr. Redmond,

1 to the next page please, 924 and Mr. McLoone is stating that he met  
2 Mr. Gilmartin in 1988 but cannot be definite as to the precise date. No  
3 ambiguity about the year. Now, you may not have the date but the managers  
4 weekly summit, as it was known as, where the city and county manager five or  
5 six assistance, one being yourself attended, when would you recall that that  
6 meeting decided to instruct both yourself and Mr. Morrissey to approve the  
7 chief valuer entering into negotiation with Mr. Gilmartin?

8 A It would be some time before, some time before the 11th of November, '88.

9 Q 113 Right. So Mr. McLoone now is after that meeting given the written instruction  
10 by yourself and I think a verbal instruction by Mr. Morrissey, is that your  
11 recollection, through the principal officer?

12 A That is the evidence.

13 Q 114 Yeah. Now, if I could have day 487 page 12 please. Just up there at question  
14 43, Mr. Redmond, "But on the date you see you are stating, you met him in late  
15 '88, Arlington scheme is going on from November '87. I think you gave the  
16 impression you didn't have any personal meetings with him until well into the  
17 Arlington activity, is that right or wrong?"

18 A Sorry, I beg your pardon Mr. Lawlor.

19 Q 115 This is Mr. McLoone's evidence?

20 A Oh yes.

21 Q 116 So, Mr. McLoone is being asked about dates here based on his statement and it's  
22 been put to him that he didn't meet Mr. Gilmartin until late 1988 and his  
23 answer to the question.

24

25 "I was introduced to him the day -- I was introduced to Mr. Gilmartin on the --  
26 and then in Sean Haughey's office:

27 Question: Do you have any idea of the year?

28 Answer: No." The statement says '88.

29 Well you did speak about St. Hellen's and you were aware of St. Helen's?

30 Answer: Yes, and he spoke about St. Helen's, he had a client who would be

1 interested in 100,000 square feet etc.

2 Question: And did you own any land there?

3 Answer: Pardon me." Couldn't hear of that course. "No, he didn't own any of  
4 the lands.

5 Question: So what was the purpose of driving out?

6 Answer: I think he wanted to show them where, that it was a prime site and  
7 that he could bring a developer, or not a developer, he could bring in it and  
8 he could bring in -- I think it was Rank Xerox etc.

9 but that transpires, Mr. Redmond, back in 1986, do you think it's odd that the  
10 chief valuer of Dublin city and county was attending at sites in Stillorgan  
11 with Mr. Gilmartin, where the local authority had no involvement whatsoever?

12 A I am not -- I'd rather not say anything about that.

13 Q 117 That's not choice I am afraid --

14  
15 CHAIRMAN: Mr. Lawlor asked you do you think as a senior official, do you  
16 think it was odd or was not odd that Mr. McLoone --

17 A It's unusual, I suppose it's certainly unusual, I won't go beyond that.

18 Q 118 MR. LAWLOR: Okay, thank you Mr. Redmond. If we could just go on to page 925.  
19 Mr. Gilmartin in his statement, and it's more or less recited here that  
20 Mr. Gilmartin went in to meet these senior managers in the Dublin Corporation  
21 arising from his involvement in Arlington which we are not dealing with at all  
22 and as a result of those meetings, his contention is that these managers  
23 requested him to look at some of the satellite towns out in the county, are you  
24 aware of that?

25 A I am only aware of what was in the evidence, that's all.

26 Q 119 Now, Mr. Gilmartin in his statement -- so what we are saying here is that as  
27 "Mr. Gilmartin attempted to assemble the parcels of land, I recall  
28 Mr. Gilmartin told me Arlington ran into difficulties etc. Mr. Gilmartin  
29 around this time had brought Mr. Gilmartin to see the lands zoned for the  
30 proposed Clondalkin town centre and the lands at Quarryvale. And I think that

1 was late 1988 or thereabouts".

2

3 Now that will coincide with the instruction that would have been issued by  
4 yourself and your associate assistant city and county manager, Mr. Morrissey,  
5 is that right?

6 A Well our instructions were with respect to the council lands zoned.

7 Q 120 He is saying there --

8 A I don't know whether he was showing him other lands but that's the position.

9 Q 121 Well you see Mr. McLoone and Mr. Gilmartin are claiming that the first land  
10 shown to Mr. Gilmartin were the Balgaddy town centre lands, are you aware of  
11 that?

12 A Well from the evidence, that is what was said.

13 Q 122 Well aware that the city management, through the offices of the same Mr.  
14 McLoone, had already concluded the sale of the lands to a Gubay company?

15

16 CHAIRMAN: That's not the evidence.

17 A Well Mr.-- the valuer would have known all about that.

18

19 MR. LAWLOR: That's what makes it so weird, he does know all about it.

20

21 MS. DILLON: Perhaps Mr. Lawlor would put up the documents that establishes  
22 the premises he put to Mr. Redmond.

23

24 MR. LAWLOR: We will come back to that now.

25

26 MS. DILLON: Would Mr. Lawlor, if he says the contract was concluded by a  
27 particular date with Gubay, would he put up the document that establishes that.

28

29 MR. LAWLOR: I didn't say concluded, I said entered into or agreed.

30

1 CHAIRMAN: You said concluded.

2  
3 MR. LAWLOR: We will get the dates, let's not get pernicky, don't be  
4 interrupting.

5  
6 CHAIRMAN: You said concluded, but as far as we were aware it wasn't but move  
7 on, we'll come back to it if necessary.

8  
9 Q 123 MR. LAWLOR: Now, we now have the chief valuer showing Mr. Gilmartin the town  
10 centre site and also showing him the site, the lands that he was supposedly  
11 interested in. Now, Mr. Gilmartin wasn't interested in Quarryvale for the  
12 zoning, would you agree with that, Mr. Redmond, that was on the lands at the  
13 time. He was not interested even though he was purporting to be interested in  
14 the Quarryvale lands, it wasn't for the purpose for which they were included in  
15 the then County Development Plan, is that right?

16 A Well, insofar as the County Development Plan is concerned, they were housing  
17 and industry and insofar as the evidence that I read, people like Mr. Forman  
18 and Mr. Gilmartin, they were thinking of it as an out of town shopping centre.  
19 There was nothing wrong with that.

20 Q 124 What was wrong with it was, it wasn't part of the County Development Plan so  
21 officials had no real right to be peddling around industrial land for town  
22 centre purposes, had they?

23 A Well you see, Mr. McLoone always insisted Mr. Gilmartin never told him what his  
24 purpose was. He said that I mean under my cross-examination, but there's no  
25 doubt about it, Mr. Forman on the other hand under my cross-examination, said  
26 that Mr. McLoone did know what was going on and Mr. Morrissey also under  
27 cross-examination said that, I put it to him that Mr. McLoone know about their  
28 intentions and he said he did, so there you are, we have -- I can't go beyond  
29 that.

30 Q 125 I am not asking you to give comment from others, Mr. Redmond, I am just

1 pointing out to you and I think Mr. McLoone eventually did give some half  
2 hearted sort of confirmation but he had met Mr. Gilmartin for the first time at  
3 the end of June 1988 in your offices for the short meeting, isn't that right?

4 A That is so.

5 Q 126 And as outlined there, Mr. Gilmartin was interested in a business park and a  
6 motorway facility, isn't that right?

7 A That's what he said.

8 Q 127 Could I have 1624 please.

9 A And that's what he wrote about.

10 Q 128 Now, oddly enough, Mr. Redmond, you might see that letter on screen there, it's  
11 dated the 29th of April 1988, and it's going to the international planners,  
12 Nathaniel Lichfield and Partners from Taggart architects on behalf of  
13 Mr. Gilmartin, and it's going to Mr. Smyth and I'll read it, "Dear Geoff,  
14 Proposed shopping investigation, Dublin.

15 I am writing to confirm the appointment of your organisation for the  
16 confidential investigation into the commercial viability of the proposed site  
17 as described at our meeting.

18  
19 I would also confirm that my client is in agreement with your fee of 9,000  
20 pounds, (11,000) if the development goes ahead for carrying out this commission  
21 and that this sum is inclusive of expenses and any meetings which are targeted  
22 retailers in advance of a formal planning application.

23  
24 I look forward to receiving your preliminary report at your earliest  
25 convenience."

26 And that's Mr. J McCammon of Taggart architects. Does that surprise you that  
27 Mr. Gilmartin is appointing international town planners to investigate proposed  
28 shopping centre on the lands that he is in your office suggesting should be a  
29 business park and a motorway facility?

30 A Well this happened three months before that. That's the first thing. That was

1 written in April, they didn't meet in my office until the 28th June but  
2 that's -- if we accept the letter on its face value, it looked and he is the  
3 client who was referred to, at least he was exploring possibilities as early as  
4 April.

5 Q 129 He was of course but he was lying to you and I in your office, wasn't he, he  
6 was telling you something different?

7 A The only thing he said when we spoke to me, he spoke only and solely about the  
8 service station. He may have had the other thing in his mind and didn't bring  
9 it up but that's a matter for him. I can only say what he said to me in your  
10 presence and it's confirmed by his letter and that was that he was speaking  
11 about a service station.

12 Q 130 Okay. So if we could have page 1751 please. This is Malcolm Simpson of Ove  
13 Arup and partners. You will note the date again, Mr. Redmond, is the 23rd June  
14 1988, that's five days before you met you, isn't that right?

15 A Yes, I have noted the date.

16 Q 131 And it's going from, I presume, John Higgins, possibly -- no, it's going from  
17 Mr. Malcolm Simpson and it's "Dear John, re: The Galway site Palmerstown  
18 Dublin. Further to our meeting with Mr. Ron Bergin and yourself, we have  
19 pleasure in accepting your instruction to act as appointment to act as traffic  
20 consultant etc. for the proposed warehouse development at Palmerstown, retail  
21 warehouse. We intend to evaluate the level of generated traffic".

22  
23 I don't want to go on, etc etc and then the rate for directors, probably hourly  
24 rates, etc. So here's Mr. Gilmartin now making further technical appointments  
25 five days in advance regarding retail on the same said lands, isn't that right?  
26 It's a further indication of the misleading information he is giving at the  
27 first meeting you had with him.

28 A I think --

29 Q 132 Would you agree with that?

30 A I think it's clear enough and I think he said in evidence himself that from an

1 early date, he thought about shopping and this confirms it. But it doesn't get  
2 away from the fact that all he spoke to me about was the service station.

3 Q 133 I'll just finish on this letter, 1761 please. Two days after the meeting,  
4 Mr. Redmond, on the 30th of June 1988, Mr. McCammon is writing to Mr. Gilmartin  
5 re: Galway site, Palmerstown, Dublin.

6  
7 "I enclose for your information a copy of the Ove Arup and partners agreement  
8 which you have discussed by phone and which I have since signed on your behalf  
9 and I also confirm we are expected to make a presentation in London to Cherrie  
10 and Aldridge during the week commencing the 25th-28th July."

11  
12 So that would indicate they were actually making presentations on their  
13 intentions some month later, which shows how advanced Mr. Gilmartin's thinking  
14 was on this whole project, would you agree with that?

15 A I think he did say in evidence that he went to a firm in Crichtons and produced  
16 brochure which I don't think any of us have seen so there's no doubt about it  
17 that in '88, he obviously was thinking about large scale shopping but -- and he  
18 was planning stages and that, but insofar as my own first meeting with him was  
19 concerned, he didn't mention any of that.

20 Q 134 Finally then, the letter, it's 1777 please and this, Mr. Redmond, is Mr. Fowler  
21 of Ove Arup's writing to Mr. McCammon, and again it's the same location,  
22 drawings and the first paragraph, option A, proposed to access slip road off  
23 the Galway Road and a slip on to the motorway exit slip road to achieve an  
24 acceptable engineer solution, etc etc".

25  
26 Now we go down to the next paragraph: "We envisage the highway authority would  
27 support the concept of accessing the site off the Galway Road. Option B  
28 proposes a new five arm roundabout at the junction of the Galway Road/Fonhill  
29 Road/Newlands road." So I think there's pages attached with the sketches, so  
30 would you agree with me that Mr. Gilmartin, maybe the word highway is apt

1 there, that he was trying to hijack and highway this scheme without telling the  
2 right people at the time what his tensions were, and that here is an obvious  
3 indication what his intentions are, and that's on the 7th July and that's some  
4 two weeks after you met you.

5  
6 In conclusion on this matter, would you agree with me, Mr. Redmond, that  
7 Mr. Gilmartin was trawling around for information and misleading the people he  
8 was seeking it from and advancing behind the scenes for a major retail scheme  
9 at Quarryvale?

10 A From the pieces of correspondence that you have shown that has been shown, it's  
11 quite clear that he is -- he was thinking about shopping. Shopping was clearly  
12 in his mind, and it's quite clear too that he must have had a map at that stage  
13 in May. I mean you couldn't retain people like Lichfield and that without maps  
14 and he had also have to have some information about ownership. As I say, there  
15 is evidence that he retained Fassnidge and but there's no doubt about that, but  
16 at the same time, when he came in to me, perhaps at that stage he hadn't got  
17 the reports back and he was just flying the service station. But there's --  
18 the evidence is there all right, that he was involved in preliminary  
19 investigations from April of 1988 and I can't deny that. I mean, I'm assuming  
20 all those letters are on his behalf and that he authorised them and knows about  
21 them, other than that, I can't say any more.

22 Q 135 Now they have just emerged in discovery to contradict his statement and his  
23 evidence, Mr. Gilmartin. That's all it does, it just shows in his evidence and  
24 in his statements that he is saying one thing and the proof is in this sort of  
25 detail of what he was reasonable his intentions were and he was being less than  
26 frank or honest with a lot of people here at the time, that's all. Would you  
27 concur with that?

28 A I -- all I can say is the facts speak for themselves.

29 Q 136 Exactly. Page 928 please this now is back to Mr. McLoone's statement,  
30 Mr. Redmond. And Mr. McLoone, down at the bottom, which is where you come in

1 big time, according to him and Mr. Gilmartin.

2  
3 "Mr. Gilmartin in relation to the lands at Quarryvale, I recall would complain  
4 about many things which I believe he saw as delaying his development plans."

5  
6 And then he puts in his little qualification "I cannot say whether or not he  
7 was justified in his complaints. He may have been highly critical in fact he  
8 was in relation to advancing his Quarryvale plans but also he may have had  
9 unreasonable expectations."

10  
11 Now, are you aware that Mr. Gilmartin has given evidence that he expected the  
12 rezoning of the Quarryvale lands within weeks in 1989, maybe even '88, but in  
13 1989? Do you recall that evidence and Mr. Gilmartin was telling banks and  
14 others that his expectation was that within weeks, the zoning would be in  
15 place?

16 A I have no recollection of that.

17 Q 137 Would you have a recollection that the zoning the final adoption of the County  
18 Development Plan from that period forward, and I know you have long retired,  
19 but would you agree with me the plan was not adopted until 1993, some five  
20 years after Mr. Gilmartin thought it would happen within two weeks?

21 A If such is the record, so be it but I didn't take any interest in it after my  
22 retirement.

23 Q 138 Now. Next page please, 929, under heading A, Mr. Redmond, Mr. McLoone is  
24 recalling:

25 "I recall that in casual conversation, Mr. Gilmartin stated Mr. George  
26 Redmond's intervention by introducing Green Property to the Quarryvale lands  
27 had contributed to a delay in the acquisition by Mr. Gilmartin of the local  
28 authority owned lands and ultimately made the acquisition far more costly for  
29 Mr. Gilmartin. I do not recall Mr. Gilmartin making any complaints about any  
30 other local authority officials."

1  
2 Now, could you just give the Tribunal the benefit of your recollection of your  
3 intervention, if any, other than what has already gone on the record that you  
4 got a phone call from Mr. Corcoran, you told him what was in the, to quote  
5 Judge Keys, "the dogs in the street were barking about what Mr. Gilmartin was  
6 at by now", would you would you be aware that what Mr. Gilmartin was telling  
7 Mr. McLoone and complaining about you?

8 A Well is it -- I recall the evidence of Mr. Gilmartin was that it was Mr.  
9 McLoone was complaining, it's the other way around. I mean, Mr. Gilmartin  
10 alleges that all the information got about delays and dirty tricks and all  
11 that, were all coming from Mr. McLoone. Here we have Mr. McLoone saying it.  
12 But insofar as the events leading to the advertisement, to the public  
13 advertising of the land, I think that was an inevitability once Mr. Gilmartin  
14 went into Mr. Feeley's office and made any sort of allegations of any  
15 description, whether they were with or without foundation. I mean from then  
16 on, there was no question, anyone in public office would know that those lands  
17 had to be advertised. And it wouldn't have mattered and Mr. Morrissey has said  
18 that, Mr. Feeley has said that. They said it wasn't the issue of price, they  
19 had just simply, and the minister agreed with that and that was the right  
20 course and Mr. Gilmartin came out of it to an extent of almost 3 million.

21 Q 139 And would you tell the Tribunal or agree that, do you really believe that  
22 Mr. John Corcoran was depending on a phone call to you to find out what was  
23 going on?

24 A Well I mean, you know with newspapers, Mr. Lawlor, I think one is inclined to,  
25 you know, you read them and you seek verification. And if verification was  
26 sought, I was the appropriate person to answer it.

27 Q 140 You know, I suggest I would have told Mr. Corcoran, late Deputy Lenihan,  
28 Mitchell, every politician in the constituency will tell the same information  
29 to each of these participants, let it be Corcoran, Gilmartin, O'Callaghan,  
30 whoever they were, because they were all wanting to do something in one's

1 constituency so you just gave it to them as it was.

2 A Yes but I think, you know, many people would regard politicians in the same  
3 sort of area as newspapers.

4 Q 141 Well in this one you see, they were the only one with the power to do what was  
5 needed for Mr. Gilmartin but I'm put putting it to you much has been made out  
6 of a phone call to from Mr. Corcoran to you that it doesn't warrant and that as  
7 I recollect it, Mr. Corcoran was checking with you to see what he already knew  
8 was true?

9 A But he was also asking about the availability of land.

10 Q 142 But that was an inquiry to find out where Mr. Gilmartin was about his business  
11 acquiring the land?

12 A No, his first -- he was looking for land for zoned purposes, for the purposes  
13 of his public company.

14 Q 143 And in his discussions did he raise Mr. Gilmartin or his intentions for  
15 Westpark?

16 A His inquiries about Mr. Gilmartin was there any truth in the overall you know,  
17 statements that were going around, that there was going to be a new town  
18 centre.

19 Q 144 And what would you have been able to tell him about that?

20 A I would have insisted that there may have been speculation but as far as the  
21 Development Plan was concerned, it was the town centre was still there at  
22 Balgaddy and nothing had come up. Nothing formal had come up by way of a  
23 resolution by members. That's all -- I am not certain whether or not  
24 Mr. Gilmartin had put in a statement to the planning office seeking a change in  
25 zoning. I don't know whether he ever did that. That's all I knew.

26 Q 145 But, Mr. Redmond, from your own point of view, you have a not public but a not  
27 private meeting on a Wednesday morning in City Hall, where there's five or six  
28 managers of various titles --

29 A Yes.

30 Q 146 -- and they decided to instruct the valuer to dispose of lands and in March, I

1 think, Mr. Corcoran made a phone call, about five or six months later, is that  
2 right?

3 A Well it would have been around that period, certainly before I went on  
4 holidays, according to the letters.

5 Q 147 Yeah but do you see, is it reasonable to you that Mr. McLoone and Mr. Gilmartin  
6 would give you credit for the interference of Green Property Company in seeking  
7 the tendering process when the dogs in the streets in Blanchardstown were  
8 holding protest meetings about Quarryvale and its intentions?

9 A Well, I think it's fair to say from both their evidence that both Mr. McLoone  
10 and Mr. Gilmartin had taken certain views about me and I had no control over  
11 what they were saying. Whether they had cause for it or not but insofar as  
12 interference with the sale, there was none by me and Mr. Morrissey, who dealt  
13 with the matter, exclusively, has made that clear. That I never interfered  
14 with corporation business.

15 Q 148 Well, would you agree with me that if it was anybody other than Mr. Corcoran,  
16 the same facility of information and open and frankness would be imparted to  
17 them?

18 A If Mr. Callaghan had rang up, I would have told him the same thing.

19 Q 149 Now. On the sale of the land, just to clear up this point, the management  
20 decided, and they were very strapped for cash and I understand that?

21 A They never decided to sell the land, I want to make that clear. The decision  
22 was to explore the possibilities, what would it produce in money terms. That's  
23 what was approved.

24 Q 150 I appreciate that.

25 A It was another step, the next step is a very big step, you have to decide then  
26 well fair enough, the valuers come back, do we sell it, is it enough? Should  
27 we leave it until the market improves? There were lots of decisions. The only  
28 decision that was made -- a fair decision, they might even have decided well  
29 look we are not happy, we'll advertise it but all --

30 Q 151 But that didn't happen, we know what did happen, Mr. Redmond?

1 A The decision that was made in the autumn of 1988 was simply look, we have this  
2 land, it's there, it's not moving, this is a man who has shown an interest, the  
3 prospect of jobs, whatever they are going to come in, whatever the zoning, we  
4 will let the valuer see what we will pay for it, that's all.

5 Q 152 And the conclusion of that process was a written offer out to Mr. Gilmartin for  
6 the land at 40,000 an acre, isn't that right?

7 A Sorry? Mr. Lawlor.

8 Q 153 The conclusion of that process is Mr. Gilmartin was offered the land in writing  
9 by the valuer for 40,000 pounds an acre, subject to approval of his principals,  
10 is that right?

11 A No, he wasn't offered, you have got to look very carefully at the offer. He  
12 was -- what Mr. McLoone said, well look I and I have talked, we have agreed the  
13 terms and I am prepared to recommend those terms to my superiors. That's what  
14 happens. He says he agrees to recommend them to his superiors and that  
15 everything is subject to all necessary sanctions which would be executive  
16 managerial, county council, elected members and in some cases, ministerial.

17 Q 154 Yeah, but can you understand and to be fair to Mr. Gilmartin now in this  
18 situation, he has a formal letter from the Dublin Corporation on headed paper  
19 from the chief valuer putting a proposal to him for land at 40,000 pounds an  
20 acre, with all the caveats and conditions.

21 A Yes, but that's that.

22 Q 155 But the man could not have genuinely expected that if all of this trouble had  
23 been gone to and it was put on offer like that, that Mr. McLoone, would he not  
24 pick up the phone to Mr. Morrissey, his manager, and say I'm going to put out  
25 these terms to this man, and say well, what will you be putting out on offer to  
26 a man subject to then pulling it back?

27 A No. That's not the case. That's not the way the --

28 Q 156 Well that's what happened.

29 A Well, I mean the point about it is you must remember, Mr. Lawlor, Mr. McLoone  
30 was involved in thousands of negotiations over his period of office. And on

1 top of that, he had a lot of assistant valuers, so for all sorts of purposes,  
2 both selling and buying, and the drill was, and the well established drill was  
3 that the valuer's term were conveyed, he was the chief valuer, he was the only  
4 valuer we had and it was subject to the necessary consents and may I add that  
5 in, oh, 95, over that, of cases, there was never any dispute with his  
6 valuations, never.

7 But the reserve was always there that it was subject to the consent and that  
8 arose out of a case, I remember it in the 19, late 1940s, it was a McBurney's  
9 versus the corporation, it was a valuer named McAuley who made an offer to  
10 McBurney's but he didn't put the caveat at the end and anyway, it went to the  
11 courts.

12  
13 But what you are suggesting, you know, that Mr. McLoone should have checked it  
14 first with Mr. Morrissey, that wasn't done.

15 Q 157 Well, I just put it to you, Mr. Redmond, that collectively City Hall  
16 management, to be fair to Mr. Gilmartin, because I have plenty of criticisms  
17 but I want to be equitable, the man got a formal letter from the chief valuer  
18 with an offer to purchase land. Could he not expect that it was going to be  
19 effective? Or that this was an offer that wasn't really an offer, it was only  
20 terms and the man is living in England, he may not be familiar with all the  
21 process?

22 A No, I am going to be -- you have got to be fair to Mr. McLoone. Apart  
23 altogether from the letter which set it out in stone, in his discussion with  
24 Mr. Gilmartin, he would have made it perfectly clear to him that look,  
25 Mr. Gilmartin, these are my terms, but you will have to appreciate that they  
26 are subject to, you know -- and in this case, it was most important, I mean the  
27 amount involved was nearly 3 million so I mean, no, the procedure was the right  
28 one and I'm sure Mr. Gilmartin -- well he should have understood it if he  
29 doesn't.

30

1 CHAIRMAN: All right, we are going to --

2 A About what you are suggesting now, I wouldn't -- that would not be the way to  
3 proceed.

4  
5 CHAIRMAN: We will take a break. Sorry Mr. Lawlor, how long approximately  
6 might you be?

7  
8 MR. LAWLOR: Half an hour I hope, or three quarters of an hour, Chairman.

9  
10 CHAIRMAN: Right.

11  
12 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

13 **AND RESUMED AS FOLLOWS:**

14  
15 MR. LAWLOR: I was just saying, Mr. Chairman, to clear up the point made  
16 earlier, I am asking for r and my own office will get it, the first date when  
17 there was a handshake or agreement that the Dublin Corporation were prepared to  
18 dispose of the Balgaddy lands to Mr. Albert Gubay's Merrygrove company,  
19 whenever that was agreed, I believe O'Callaghan's property came in in the  
20 autumn to take over, so whenever that agreement was reached, if that  
21 information could be made available, it's just a point I'm trying to make,  
22 Chairman, is that Mr. McLoone was out showing Mr. Gilmartin town centre lands,  
23 that his authority had already entered commitments to another party, that's the  
24 point I'm trying to establish, Chairman.

25  
26 CHAIRMAN: Alright.

27  
28 Q 158 MR. LAWLOR: Sorry Mr. Redmond -- if we could have 923 of Mr. McLoone's  
29 statement here because to try and be fair to Mr. McLoone and to sort of  
30 contradict what's supposed to be the procedures. In the first paragraph,

1 Mr. Redmond:

2  
3 "I received instructions to negotiate the disposal of the lands from  
4 Mr. Morrissey by letter dated the 25th November 1988, the proposal based on a  
5 phased payment, was sent by me to Mr. Morrissey for his observations which was  
6 what I suggested was the proper procedure that might be followed."  
7 So Mr. McLoone did send to his superior manager a phased proposal --

8  
9 JUDGE FAHERTY: 1993.

10  
11 MR. LAWLOR: Sorry?

12  
13 JUDGE FAHERTY: Mr. Lawlor, that's 1993 for your assistance on the brief.

14  
15 Q 159 MR. LAWLOR: I see. Fine. So, here you are, Mr. Redmond, you do have the  
16 valuer trying to see can he get advice from his senior officer before he  
17 actually put something out to the intended client.

18  
19 Now, okay, we -- I appreciate that, judge -- that's what Mr. McLoone was  
20 suggesting.

21  
22 JUDGE FAHERTY: That you sent to Mr. Morrissey I think.

23  
24 Q 160 MR. LAWLOR: If we go back to the statement, 932 we pick up on the second  
25 paragraph, Mr. Morrissey, Mr. Redmond, didn't suggest that the judge suggested  
26 we look at there would be the draft letter, we call it a draft because it never  
27 went anywhere, "Mr. Morrissey did not accept such a faced payment and suggested  
28 that a proposal should be sought which would provide for immediate payment for  
29 the entire consideration, and after further discussions with Mr. Gilmartin I  
30 set out in a letter of the 19th of December 1988, to Mr. Gilmartin terms for

1 the purchase of the lands, and stated that if he agreed to the terms and  
2 conditions, I would be prepared to make the necessary submission for approval  
3 to my principals" and the terms are set out.

4  
5 Now, again, trying to be fair to Mr. Gilmartin, he now has an offer sent on the  
6 19th of December, he seemed to be discussing with Mr. McLoone on a daily basis  
7 his business, so I presume that Mr. McLoone would have conveyed verbally to  
8 Mr. Gilmartin, we can't be certain, that look, I have discussed it with the  
9 manager, he is not prepared to accept a phased arrangement, but if you were to  
10 meet your payment for the entire consideration --

11  
12 JUDGE FAHERTY: Mr. Lawlor, Mr. Redmond might like to see documentation, the  
13 note from Mr. Morrissey is at 2000 and the letter then of the 19th of December  
14 is at brief number 2002.

15  
16 MR. LAWLOR: Thank you.

17  
18 JUDGE FAHERTY: It's on the screen, Mr. Redmond.

19 A I'm just, has a question been asked of me?

20  
21 Q 161 MR. LAWLOR: I am trying to put it to you you did say that no, that wasn't the  
22 procedure.

23 A I mean, actually the procedure was followed in this case. It was followed very  
24 strictly and I mean it was effective. What happened here was, that the chief  
25 valuer, Mr. McLoone agreed terms subject to phased payments. He sent them to  
26 Mr. Morrissey. Mr. Morrissey simply wrote back and said no, the phasing isn't  
27 right, get it right. See will he agree to, you know, an upfront payment or  
28 whatever it was, there's nothing wrong with that.

29 Q 162 I am not suggesting that Mr. Redmond, I am just suggest from Mr. Gilmartin's  
30 point of view, he now had an offer on the 19th December with the imprimatur of

1 the manager, through to the valuer telling him that if he accepted these  
2 terms, that he had a deal done?

3 A You better, yes, you are right, I will have to see the second letter from the  
4 valuer.

5 Q 163 Fine, absolutely, fine.

6 A Let me see the last paragraph of that letter. The next page.

7 Q 164 Yeah, fine. Then you can make all "That vacant possession be given on  
8 completion, that each party be responsible for their own costs in the matter."

9 A You see, what he says there again, "On receipt of confirmation, I shall be  
10 prepared to make the necessary submissions for approval." There's no finality  
11 there. Again it has to go for approval.

12 Q 165 I am not saying it doesn't, Mr. Redmond. I'm telling you that you were the  
13 beneficiary of a bitter harvest of allegations because the way this matter was  
14 transacted, genuinely Mr. Gilmartin sitting in Luton thought he had his  
15 business completed because now we had a situation where there was consultation  
16 with the man that could bring it to the council for approval. Do you  
17 understand the point I'm making to you?

18 A I do and I don't, really. I mean -- as far as I am concerned, the procedure  
19 that was followed was in order and I can see -- and I don't think -- perhaps  
20 Mr. Gilmartin did take the view that look, I have, this is a second hurdle, I  
21 have cleared and everything is all right. That wasn't the case. It was still  
22 subject to approval.

23 Q 166 But would it not be reasonable that Mr. McLoone to say look, the manager has  
24 approved these terms but now that you have accepted them, he is not  
25 recommending them and that there's somebody interfering, could that be a  
26 conclusion?

27 A I don't --

28 Q 167 Well that's what happened, Mr. Redmond. Mr. Redmond, Mr. Gilmartin was told  
29 that the manager with responsibility for recommending you to the elected  
30 members had approved the terms that was sent out to him, and it would have been

1 a formality to accept them and bring them back.

2 A I really can't offer much.

3 Q 168 I just want to put it on the record of the Tribunal, to be fair to  
4 Mr. Gilmartin, I believe the man genuinely believed and there was interference  
5 and the interference came probably, Mr. Redmond, as a result of his own  
6 activities in a month or so later, but that was his frame of mind at the time  
7 and the fact that he didn't conclude his business with the Dublin Corporation,  
8 he became extremely bitter, he made a rake of allegations which are not  
9 standup-able but the man felt he had been very badly treated by the corporation  
10 at an official level.

11 A Well --

12 Q 169 Do you accept that?

13 A Well in this case, Mr. Lawlor -- oh he certainly was irate to an enormous  
14 extent but the root cause of it, the root cause of it seemed to me, it was for  
15 whatever Mr. McLoone was saying to him but beyond that, I am not certain, but  
16 in this case, what happened here was Mr. Morrissey -- and he gave his  
17 evidence -- decided that the amount, he was not going to accept an amount on a  
18 phased basis, he wanted early payments and that's all that happened. That's  
19 all that happened. But whether Mr. McLoone took that as my interference, I  
20 don't think he did. Because it seems to me he responded, saying he had agreed  
21 the payments fairly early, but perhaps Mr. McLoone said Redmond is at the back  
22 of this, which I wasn't of course, but I don't know, Mr. Lawlor. But as far as  
23 the procedure is concerned, it's normal. I would regard it as normal. I mean  
24 in my case, for example, if there had been phased payments and I didn't like  
25 them, I'd send it back and tell him, you know, we wanted phased payments.

26 Q 170 But Mr. Redmond you do appreciate the Chairman and two judges have to conclude  
27 whether there was interference in the sale of the local authority lands and  
28 here we have a situation where the man that is alleged that there was  
29 interference and the process. Now I just go on to page 932, which tends to put  
30 it all on a cotcat (?) again but be that as it is, that's what it is. In the

1 final paragraph there, I'll read it to you:

2  
3 "I then made a recommendation to Mr. Derek Brady, principal officer,  
4 development department, on the 2nd of February 1989 and advised Mr. Gilmartin  
5 of this."

6  
7 Now the chief valuer is telling the purchaser that he has made a recommendation  
8 to the appropriate officer whose responsibility it will be to take it forward.  
9 Already in the knowledge that the manager has approved the offer before it went  
10 out, so surely the man could expect that was going to run?

11 A Well you could, one could say that the only thing that the manager had put  
12 right, that's Mr. Morrissey, was that he got the phasing right for himself.  
13 Now whether he -- he may well have, I'm sure he was, he was considering price,  
14 because within a few weeks of that position, he had Mr. Gilmartin in, himself  
15 and Mr. Haughey saying the price was --

16 Q 171 Sorry, we'll just come to that in one second, we'll just finish there, there's  
17 now a recommendation sitting on the principal officer's desk, Mr. Brady and now  
18 the problem arises from Mr. Gilmartin in my opinion. If we go on to read.

19  
20 "However on the 7th March 1989 a facsimile was received from Richard Forman,  
21 surveyor of Messrs. Connell Wilson, on behalf of Mr. Gilmartin requesting an  
22 option on the lands and this, I believe, was as a result of discussions held  
23 between Mr. Gilmartin and Mr. Haughey."

24  
25 Now, could you put some sense to that, that now we have another assistant  
26 manager interfering in Mr. Morrissey's area in negotiations with Mr. Gilmartin,  
27 if what Mr. McLoone has written here is to be believed, what's your comment on  
28 that to the Tribunal?

29 A The only comment I can make, is Mr. Haughey didn't have any delegated functions  
30 with respect to the disposal or acquisition of land and therefore he would have

1 had no official role.

2 Insofar as the option business, I mean the option they thought was really  
3 outrageous. I mean what they were saying was look it, would you give us cart  
4 blanche on this land for three years and if we succeed, okay, we'll send it to  
5 an arbitrator and agree a figure on whatever planning we have.

6 Q 172 Mr. Redmond, I appreciate that that was the killer blow from Mr. Gilmartin now,  
7 that he was changing the goal posts, having got over the hurdles of immediate  
8 payment, etc etc, he comes back then, even though Mr. McLoone had made a  
9 recommendation on the 2nd of February, on the 7th of March, a complete new ball  
10 game develops which was never going to run, in my opinion.

11  
12 So he is now throwing sand in his own eyes, obviously because of financial  
13 consideration, he wasn't in a position to meet the terms of an immediate 40,000  
14 pounds per acre, but then what goes on here, "on receipt of this letter, which  
15 saw totally new terms and conditions, I passed a copy to Mr. Brady on the 10th  
16 March for his instructions the please see copy file attached and marked at  
17 exhibit 2." I don't know what that means, it's not maybe Ms. Dillon could  
18 help us, if it's available please.

19  
20 Because now we have I think, Mr. Redmond, Mr. Brady going to have a take a  
21 decision on these option terms. And there's obviously documentation which I  
22 haven't researched which, you know -- and Mr. Gilmartin now A, thought he had a  
23 deal, B, wanted to change the deal and C, now is making allegations that there  
24 are people interfering in his deal. Is that -- would you agree with me on  
25 that?

26 A Well, Mr. Lawlor, I had no -- first of all, I have no involvement in any of  
27 this, this is strictly corporation negotiations. And I certainly wasn't aware  
28 of it until you know I got the brief. So I --

29 Q 173 But you are being accused by Mr. Gilmartin of having everything to do with it,  
30 you are aware of that, are you?

1 A I am aware that Mr. Gilmartin said I interfered in the sale. I am aware, but I  
2 didn't and I can't say anything.

3 Q 174 But what I'm putting to you here is, you couldn't have interfere with it, the  
4 officials themselves didn't get back in acceptance what they put to  
5 Mr. Gilmartin, so the reason Mr. Gilmartin didn't make progress because of his  
6 own wanting to change to an option agreement, rather than a straight purchase,  
7 would you agree with that?

8 A There's a change obviously, I can see that, obviously there's a change.

9  
10 JUDGE FAHERTY: Sorry, Mr. Redmond, just for the record, Mr. Lawlor, in  
11 fairness to the sequential of how matters progress sequentially, there was a  
12 document that's in the brief circulated, a letter from Mr. Gilmartin on the  
13 17th of January, which would appear to accept the terms of the 19th December  
14 letter, it's at 2056 and thereafter there appears obviously to be a change in  
15 relation to the option.

16  
17 MR. LAWLOR: Sorry, yes, I agree, judge.

18  
19 JUDGE FAHERTY: Just, would you put it for the record in fairness.

20  
21 Q 175 MR. LAWLOR: I think sorry to be fair to all and my efforts here to start with  
22 were to be objective to Mr. Gilmartin and try to establish and here we have  
23 them and I knew them but I didn't recall and I thank you, Judge.

24  
25 Mr. Gilmartin is now responding, Mr. Redmond to his McLoone's offer on the 17th  
26 of January 1989, should that be '88? Sorry, the new year. "Further to your  
27 letter of the 19th December '88, I hereby confirm that subject to contract --  
28 which is fine -- I accept that the terms and conditions outlined therein to  
29 purchase your interest in the above lands.

30

1 I hope that this will enable you to progress this matter further at your  
2 earliest convenience. Please to do not hesitate to contact me if there is any  
3 further information that would be of help to you."

4  
5 Now, we then had Mr. Brady receiving from the valuer a recommendation to go  
6 with that acceptance, isn't that right? Mr. Brady -- sorry, Mr. Brady,  
7 Mr. Redmond, on the 2nd of February, that now is Mr. Gilmartin accepting the  
8 19th of December offer letter with immediate payment at 40,000 pounds an acre,  
9 isn't that right?

10 A That's what I see.

11 Q 176 Okay. Yeah because just taking that, go on then, 932, we have and the last  
12 paragraph there, Mr. McLoone in his statement:

13  
14 "I then made a recommendation to Mr. Derek Brady, the principal officer, on the  
15 2nd of February" -- which is a week or so offer the acceptance -- "And advised  
16 Mr. Gilmartin of this."

17 So now everything is going swimmingly, Mr. Gilmartin's acceptance has now been  
18 put up for approval or rejection and then unfortunately, on the 7th of March,  
19 1989, a facsimile" -- now in between those dates, Mr. Redmond, Mr. Gilmartin is  
20 making the most outrageous allegations about interference when there didn't  
21 seem to be anybody interfering in anything, other than officials trying to do  
22 their best by him, would you agree with that?

23 A Well first of all, I never knew anything about Mr. Gilmartin's allegations,  
24 nothing until I read them in the brief, for the last ten years I lived in total  
25 ignorance of all of this and there's no evidence of --

26 Q 177 But it's important that you now address the aspects I'm putting to you, that  
27 there is no evidence but here we have a man making an allegation, that there  
28 was interference, when it's very hard to see where any interference came into  
29 the sequence, do you accept that?

30 A Well, I have to accept more importantly is the evidence of Mr. Morrissey, who

1 is the man who dealt with and made the decisions and he said there was never  
2 any interference.

3 Q 178 But sorry and I want to just correct something, to be fair to Mr. Gilmartin, if  
4 what's in Mr. McLoone's statement is right, he didn't have to accept the  
5 payment immediately on the terms if as is said here, as a result of discussions  
6 held between Mr. Gilmartin and Mr. Haughey. Now there's a suggestion that  
7 another manager is telling him you don't have to pay for the lands immediately,  
8 put in an option proposal. Now could you could be receive that could have ever  
9 happened?

10 A Well I can only -- I can only refer, Mr. Haughey isn't available to give  
11 evidence.

12 Q 179 According to Ms. Dillon he may be, according to myself, he is not?

13 A Well I read his statement and Mr. Haughey makes no reference to suggesting an  
14 option, as far as I recall. But he had no -- it's difficult to understand  
15 Mr. Haughey coming into it again. As I say, it wasn't his function.

16 Q 180 Yeah well you know, that may be for another day but --

17 A Certainly I was never -- no one ever mentioned interference to me of any  
18 description.

19 Q 181 But it has been mentioned in the Tribunal in 2004 and that's what the Chairman  
20 has to report on, whether there was this interference and I'm just taking you  
21 through the sequence of where, up to Mr. Gilmartin changing the goal posts on  
22 the 7th March, he was in pole position to acquire the lands as per the offer  
23 etc. recommended by Derek Brady and then a change comes and he is in making  
24 allegations in the interim with no justification for making them, do you accept  
25 that?

26 A Well, I -- what I have to say he met Mr. Morrissey and on the 15th, I think it  
27 was, and the recorded version signed by Mr. Haughey and by Mr. Morrissey was  
28 that they were of the opinion that the price was too low. I forget what was in  
29 that statement, if there was anything said about option, maybe there was, maybe  
30 there wasn't. But Mr. Morrissey told him at that stage that Mr. Morrissey

1 thought the price was too low.

2 Q 182 But -- well, Mr. Morrissey had agreed the price.

3 A If that statement perhaps could be put up --

4

5 MS. DILLON: It's on screen now Mr. Redmond.

6

7 Q 183 MR. LAWLOR: "Mr. Gilmartin was informed the position in relation to his  
8 application for the lands at Irishtown".

9 A Can we just get down to see is there anything about option, get to the end of  
10 it.

11 Q 184 It's just saying, it's complicated now by the fact a second application had  
12 been received by another party for the same lands?

13 A Forget about -- I'm only trying to deal with the option. Can I see the next  
14 page please.

15

16 MS. DILLON: It's in the last paragraph on 2261.

17

18 MR. LAWLOR: Could I ask, Chairman, do we have Mr. Forman's facsimile option  
19 agreement, which is dated whatever the date was, the 7th of March?

20

21 MS. DILLON:2230.

22 A I have asked for that option to be put. This meeting is the 15th of March and  
23 the option is mentioned. So it may well be that the first sort of offer of an  
24 option was the letter of the 7th and that came up as a result of this.

25

26 MR. LAWLOR: Sorry, Mr. Redmond, it's on the screen now, Mr. Gilmartin's option  
27 agreement, Mr. Redmond

28 A I have read that, I know the contents of that.

29 Q 185 But I mean, the contents weren't livable with, were they?

30 A The contents were not what?

1 Q 186 Were not livable with, there was no official would accept this under any guise?

2 A No but there's an interesting thing about that letter, your worship, and that  
3 is that for the first time, the two parcels of land are brought together. They  
4 are dealing with -- he is offering city and county. And again, I am not in it  
5 because as I explained to you yesterday from the 23rd, I was in Coventry.

6 Q 187 That's irrelevant, the next page of this please, if we could have it. So Mr.  
7 Forman now on behalf of Mr. Gilmartin is setting out the terms of the option,  
8 you see, and then 5, the "The purchase price to be payable on exercising the  
9 option to be the then current open market value of the interests."

10 A Yes.

11 Q 188 What they are asking for here is for the corporation to enter into an  
12 open-ended option, that if this is successful in securing zoning, planning,  
13 abolishment of ministerial directives and God knows what else, that they will  
14 pay for the land which is never going to happen?

15 A No, I don't --

16 Q 189 I don't believe Mr.--

17

18 CHAIRMAN: Wait now, Mr. Redmond.

19 A You couldn't run that, you couldn't run it with one person. You might be able  
20 to again tender for something like that and get a number of people making  
21 offers and run an option but otherwise, you couldn't simply run with one man or  
22 one horse race. Out of the question.

23

24 MR. LAWLOR: But do you have a situation that we therefore appear to have,  
25 Mr. Redmond, Mr. Gilmartin's failure to conclude the acquisition of the local  
26 authority lands at Irishtown was down to his own changing the goal posts into  
27 an option from having everything going forward the way he wanted to, would you  
28 accept that? And now he is changing here and looking for an option agreement  
29 that's unacceptable.

30 A I -- in the -- well first of all, in the end, he did buy the council land but

1 in so far from the 23rd, when he went into Mr. Feeley and when he made  
2 complaints, however remote, about skulduggery of any kind, they had to go to  
3 tender and that was it.

4 Q 190 Yeah but, Mr. Redmond, I'm supposed to be in here frustrating, I could have got  
5 the land for 20,000 if he had listened to me according to himself, that's pure  
6 fiction. Now I'm supposed to have interfered, you were the main interfering  
7 person, I was supposed to be there interfering according to Mr. Gilmartin's  
8 allegations and now we can't identify any interference other than Mr. Gilmartin  
9 failing, because of his own commercial considerations and I'll just leave it  
10 that, we have laboured it long and hard but that is the truth of the matter,  
11 there's no interference good bad or different.

12  
13 I want to put it further to you, it is most ridiculous that Mr. McLoone, in a  
14 statement was complicit in giving currency to Mr. Gilmartin's allegations that  
15 there was interference, would you agree with me on that?

16 A Well in relation to interference, I must say and with all honesty, I cannot see  
17 or well cannot because I didn't know of the allegations so I won't use the  
18 word, I cannot see how an elected county council member, not just yourself,  
19 anyone, could interfere with the sale. That's the first thing. You had  
20 absolutely no standing or status whatsoever. That's one thing I would say. I  
21 would say it in respect of any member that was alleged against. What was the  
22 other thing you were trying to, you asked me?

23 Q 191 Well, I just making the point that there could be nobody interfering in  
24 Mr. Gilmartin other than his own commercial failings that by switching from a  
25 direct payment to an option agreement, he effectively tripped himself up and  
26 the corporation now had for the third or fourth time a change of --

27 A Well in so his end evidence is concerned, he attributes all the stories he got  
28 about interference and myself from Mr. McLoone. Mr. McLoone denied that, he  
29 said he didn't. Mr. McLoone in his evidence said he didn't say anything of  
30 that nature to Mr. Gilmartin but however, rightly or wrongly, Mr. Gilmartin had

1 it in his mind that this was happening and he genuinely -- you have to say this  
2 on his behalf, certainly there was bitterness and hatred and all the rest, he  
3 went and he made his allegations and from then on, I have said it before,  
4 that's -- it had to be advertised.

5 Q 192 Could I just go on to the two --

6 A By the way, it wouldn't have made any difference to the managers at that time  
7 whether or not there was interference. It was going -- they wanted to make  
8 assurance, doubly sure when they took something before a council of 52  
9 members, 78 on the council, that everything was above board.

10 Q 193 Could I just ask you, Mr. Redmond, about your two meetings with the then  
11 Taoiseach, Charles Haughey and various ministers and I am not going to go too  
12 much into it, but could you tell the Tribunal what you believed was the  
13 government's view on this Westpark project? I emphasise the Westpark project  
14 which, if I could just, it's this brochure if you could just look at it,  
15 Mr. Redmond.

16 It's in the brief and I don't want to go into it but it's a million and a half  
17 square feet of a project. Now, you were down with government and they were  
18 expressing support for various projects and this was one of them. Do you, are  
19 you telling the Tribunal that it's your opinion that government was in favour  
20 of that project?

21 A Well first of all, I'm reasonably certain that a brochure was never produced.

22  
23 CHAIRMAN: Well it's -- it's the concept of a one and a half million square  
24 foot --

25 A There was never any mention of, as far as I recall now. First of all, I'd like  
26 to say something about my statement. I mean, there were ten people at the  
27 meeting and my statement has been singled out, you know, and people come in  
28 from time to time and chip at it. It was my best recollection. But there were  
29 never any specifics about acreage, there was never specifics about floor area,  
30 there was a vague suggestion that there were going to be thousands of jobs,

1 that was the most important thing.

2 And insofar as the members of the government, the ministers and that is  
3 concerned, that is what they -- that they concentrate on, they weren't talking  
4 really mainly about planning and other things, they were referring to an area  
5 of County Dublin which was derelict virtually and certainly high on the list of  
6 unemployment black spots. And here was a man coming along, there was public  
7 land in the area, it had been there for many, many years, and he was proposing  
8 to create jobs and it was the nature of the development was an out of town  
9 shopping centre. But there never were, there was any never any mention of  
10 floor areas or car spaces or anything like that. I can say that with  
11 certainty.

12 Q 194 Well are you satisfied, Mr. Redmond, that the government support was for the  
13 concept, subject to local authority approval?

14 A Oh, I have no doubt the governments intentions, they were certainly well  
15 intentioned, the support of the idea was a good idea and they made it clear too  
16 that when the managers mentioned the difficulties in the zonings, they said  
17 that's a matter for the local members, which is the law.

18 Q 195 So therefore what Mr. Gilmartin was proposing, what the government was  
19 enthusiastic about was two different things completely. Is that right?

20 A Well what --

21 Q 196 Well Westpark is 1.5 million square feet?

22 A Well as I say, we were down there in February, that was the second one, the  
23 first one was in September, and I don't know whether Mr. Gilmartin had  
24 progressed his plans to appoint where he could give floor areas and carparking  
25 spaces, certainly that never came up. There was nothing specific, certainly  
26 this was a man who had done well in England, he had come back here and he  
27 wanted to invest and the jobs, they were the main concern.

28 Q 197 If I could just have page 591 please. This is Mr. Gilmartin's statement,  
29 Mr. Redmond.

30

1 Now I just want to deal with this so called meeting in O'Connell street. Mr.  
2 O' Neill, this morning laboured long and hard in a rather non-productive way in  
3 my opinion, but that's for the Tribunal. Did the small acreage of the county  
4 council was just tagged on to the deal and whatever happened was going to  
5 happen to the small landlocked offcut from the Council, isn't that right?

6 A That's if the council agreed it ultimately.

7 Q 198 And your supposed reluctance or non-reluctance never even arose, you acted on  
8 the instructions of the summit in the City Hall, you came back, you told Tom  
9 Doherty to sell the damn thing and get on with it etc, is that right?

10 A Well I didn't --

11 Q 199 Well tell them to negotiate it. Appoint McLoone get the job done and if it's  
12 done, it's done etc. But this meeting, do you agree that you had no right to  
13 have the meeting?

14 A With hindsight, yes, I think with hindsight it would have been better if I had  
15 sent for Mr. Gilmartin and explained to him that I thought the meeting would be  
16 unwise both from his point of view and from my point of view as a manager, but  
17 however, I went ahead and I had a meeting but that's, put years of sort of  
18 reflection on it.

19 Q 200 Your statement says and you set out very cogent reasons, I can't recall the  
20 number there but that you shouldn't have really had it, you were totally  
21 exercising a function that is the reserve function of policy making within the  
22 council. We had a Development Plan adopted in 1983, review underway in 1988,  
23 proper procedures as to how to modify it and here's Mr. Gilmartin wanting to  
24 cut all the corners and go straight to management to try and solicit their  
25 support for something that the policy makers had first responsibility. It was  
26 your duty then, Mr. Redmond, to implement the 1982 County Development Plan,  
27 isn't that right?

28 A It's a duty of the local authority and having --

29 Q 201 Everybody?

30 A And having executive functions, some of that would fall on me, yes. And other

1 managers.

2 Q 202 And Mr. Prendergast, in particular, on this matter.

3 A Yes of course.

4 Q 203 And if Mr. Gilmartin was factual and up front, it would have been  
5 Mr. Prendergast taking the meeting if there was to be any meeting, isn't that  
6 right?

7 A Well I think at the time, I mean obviously the local government and the  
8 management system in the county was somewhat complex and rightly or wrongly,  
9 Mr. Gilmartin had my name and he was the one he wanted, he was the one he  
10 wanted to see. I can understand that, by the way.

11 Q 204 And Mr. Haughey's attendance, I mean there was --

12 A I think I want to make it clear that he was only, he didn't participate in the  
13 meeting, he was just there at its preliminaries and then I think he went back  
14 to his office.

15 Q 205 Well could we have 592 please?

16 A I certainly was surprised to see him there.

17 Q 206 Well Mr. Gilmartin is very clear what he was there for. If you see  
18 there,"architects rebuked Mr. Redmond for misrepresenting that the meeting had  
19 not been arranged. Mr. Redmond us ordered out of his office. I took the  
20 matter up with Sean Haughey who was then the assistant city and manager. He  
21 rearranged the meeting with the roads engineers for 2 p.m. that afternoon. As  
22 we were being led to the meeting room by Mr. Haughey, I witnessed Mr. Haughey  
23 going into Mr. Redmond's office during which a heated exchange took place. My  
24 recollection is that Mr. Haughey said to Mr. Redmond "George, what the hell is  
25 going on?" and that Mr. Redmond replied "Ask your brother." Mr. Haughey then  
26 replied "I am not my brother's keeper" and "George, your tricks are going to  
27 stop" or words to that effect."

28  
29 So, Mr. Gilmartin is suggesting that Mr. Sean Haughey is there on behalf of his  
30 brother, then Taoiseach, to ensure that Mr. Gilmartin's project is going to be

1 railroaded through management in Dublin County Council.

2  
3 MS. DILLON: That is not what is suggested by the document and Mr. Lawlor  
4 should put the premises he is nought stating for the first time, that Sean  
5 Haughey was there to do his brother Charles Haughey's business. It is not what  
6 any reading of that document.

7  
8 Q 207 MR. LAWLOR: Okay, Mr. Redmond, tell us what you meant if you ever uttered the  
9 words "ask your brother". did you putter those words?

10 A All -- it was 14 years later, I was surprised to see him there, I just couldn't  
11 understand what his purpose was and Mr. Feeley, in fact, questioned, he said  
12 how could -- Mr. Feeley said how could Mr. Sean Haughey be there. He had  
13 nothing to do with it.

14  
15 CHAIRMAN: Sorry Mr. Redmond, the question that you were asked is did you have  
16 that type of exchange?

17 A I don't recall. I don't recall, I mean I have to be honest. I don't recall  
18 the exchange. Obviously if he came over, there would have been exchanges  
19 between us, there's no question.

20  
21 CHAIRMAN: But that would have been quite a bitter exchange if it occurred  
22 so --

23 A I don't --

24  
25 CHAIRMAN: Could you not --

26 A I don't know whether you term it as bitter but you put it in the terms that  
27 Mr. Gilmartin said it was somewhat, you know of that nature, yeah.

28  
29 CHAIRMAN: Would you -- surely you would remember --

30 A No, I don't remember. I don't remember the words, I mean you see the trouble

1 with giving evidence in this, your mind is a blank and then you start reading  
2 the briefs and all the rest and whether you, you know, I have a couple of  
3 nights sleep and you say yes, that happened, that happened. The position is  
4 Mr. Haughey came over and as to words, I can't be specific, I am sorry, your  
5 worship.

6  
7 Q 208 MR. LAWLOR: Well you know, this is of major importance now, this matter,  
8 because Mr. Gilmartin has alleged that you aborted a meeting at 10 o'clock in  
9 the morning, and the only reason this meeting was taking place at 2 o'clock is  
10 that he had left very upset with his whole planning team sitting in the Gresham  
11 Hotel. He rang Mr. Sean Haughey, said that Mr. Redmond had aborted or refused  
12 or whatever he said about this meeting and it was being reconvened under duress  
13 at 2 p.m. because you had refused and aborted it at 10 am, now is that right or  
14 wrong?

15 A This word aborted, that I aborted it, the meeting didn't take place, whatever  
16 the specific reasons, whether I was unaware of the meeting had been arranged or  
17 for whatever other reasons. I don't think anyone can be absolutely certain at  
18 that. What is certain is the meeting took place at 3 o'clock and as far as I  
19 am concerned, I was not coerced into any meeting.

20 Q 209 Well Mr. Redmond, in your statement, I don't have the number to call it up but  
21 you did believe that there was a political motivation behind this project. You  
22 have stated that in your own statement?

23 A That's fair enough, if the government are behind it. I mean it was a coalition  
24 government at the time, the ministers we met were all of one party and there's  
25 nothing absolutely wrong in trying to provide jobs. I mean that was their  
26 view. One has to be fair to the Government, they have a duty, it's a very  
27 important one.

28 Q 210 Yeah, but your own statement says that if the other political parties heard  
29 about it, there would be hell to pay in the chamber, because you were here  
30 meeting a developer who wanted to overturn our County Development Plan and you

1 were suggesting or Mr. Gilmartin has suggested all along and in further  
2 evidence and next week the former minister will be addressing these matters,  
3 but at that time, you were giving the impression or Mr. Gilmartin is giving the  
4 impression that the Taoiseach's brother is over there looking after  
5 Mr. Gilmartin's interests to see that the County Development Plan is turned on  
6 its head. That's what is implied by Mr. Gilmartin here. Is that right or  
7 wrong?

8 A In those stark terms, I'm sure it's wrong. I'm sure it's wrong. Insofar as  
9 the politics, my experience with the members of Dublin County Council, there  
10 was some very, very strong, a huge number of them becoming ministers, they were  
11 always jealous of the political position and the manager doing anything  
12 favouring one party as against an other.

13 I am thinking of members like the late John Boland, if John Boland knew about  
14 this, he would tear my guts to pieces for having such a meeting. I know,  
15 because I did get these lashes from time to time, so it was one of these things  
16 but nonetheless, your worship, I went to the meeting and I had the meeting  
17 notwithstanding all the rocks that were there and I did have the meeting, and  
18 no one can deny that, it may have been two or three hours later but it was  
19 there and it was full and they were given their full say.

20 Q 211 Well if you just go down further on the page, Mr. Redmond, under heading 24,  
21 according to Mr. Gilmartin:

22  
23 "Sean Haughey asked me to meet on the following day, the 3rd of February. I  
24 met with Mr. Haughey that day and he expressed concern to me about events of  
25 the previous day and in particular about the actions of Mr. Redmond. And he  
26 then brought me to meet the city manager, Mr. Frank Feeley and the deputy city  
27 manager in charge of planning, Mr. Paddy Morrissey. There was another person  
28 present whose identity I cannot recall," etc etc and on it goes.

29  
30 So, like I mean, arising out of what's supposed to happen out of an aborted or

1 non-aborted meeting, now Mr. Gilmartin is in full flight making all these  
2 allegations about you and me and anybody else who comes into the frame. Is  
3 there justification for the allegations? Did you abort the meeting, did  
4 Mr. Haughey go over to look after the Taoiseach's interests or what is going  
5 on.

6  
7 MS. DILLON: There's no suggestion from anybody except Mr. Lawlor, that  
8 Mr. Sean Haughey went over to look after Mr. Charles Haughey's interest and the  
9 suggestion emanated for the first time today, it emanated solely from  
10 Mr. Lawlor and is in the teeth of the documentation circulated in the brief.

11  
12 MR. LAWLOR: Chairman, will I read it for you again, "ask your brother, I am  
13 not my brother's keeper". That's Charles Haughey and Sean Haughey, do you  
14 understand that Miss Dillon, do you understand what's written down?

15  
16 CHAIRMAN: Wait now Mr. Lawlor, Mr. Redmond has said in as clear as possible  
17 terms that he can, that he can't really add any more to what he said. So going  
18 over this ground over and over again seems to me to be --

19  
20 MR. LAWLOR: I'll conclude on this basis, does it not prove, Mr. Redmond, that  
21 Mr. Tom Gilmartin is the greatest fantasy merchant that ever stood in shoe  
22 leather in this country by putting this statement here in the brief on 592.

23  
24 CHAIRMAN: Mr. Lawlor, that's just a comment. Mr. Redmond has said that he  
25 doesn't recollect much of the detail that Mr. Gilmartin has given.

26  
27 MR. LAWLOR: But we are here to exercise our recollection of Mr. Gilmartin's  
28 allegations, Chairman.

29  
30 CHAIRMAN: Yes but we don't want to hear Mr. Redmond's view as to whether

1 Mr. Gilmartin was fantasizing.

2

3 MR. LAWLOR: But these matters are being attributed to Mr. Redmond, Chairman.

4 They are being attributed to him.

5

6 CHAIRMAN: You can't keep him here till 6 o'clock.

7

8 MR. LAWLOR: He then went on his own statement which is collaborating what's

9 here, that there was one party political dimension to it. I don't have the

10 number so I'm put it go to him again.

11

12 CHAIRMAN: That point has been well made at this point.

13

14 Q 212 MR. LAWLOR: 2383 please. I just mention it. This is Professor Lichfield's  
15 report, Mr. Redmond, a man that you have expressed high regard for as a  
16 planning expert in the international field, is that right?

17 A Yes, he certainly was engaged by Dublin Corporation and the county council in  
18 the '60s and yes, he had an international reputation.

19 Q 213 Can I have 2396 please. And it's the top paragraph there, "Turning to the  
20 impact of the Westpark scheme on existing centres, it is apparent that the  
21 major competition will be with Dublin city centre. However in addition the  
22 proposal would draw a considerable amount of trade from the three western towns  
23 of Blanchardstown, Tallaght and Lucan/Clondalkin."

24 So, did you ever foresee the possibility that the Westpark project as envisaged  
25 by Mr. Gilmartin could ever have been approved?

26 A When was this report made, Mr. Lawlor?

27 Q 214 That was made to Mr. Gilmartin on the 2nd of June 1989.

28 A Was there any possibility of it being approved?

29 Q 215 Yeah.

30 A Well if the members agree, if the members decided it could be approved.

1 There's no question --

2 Q 216 No, no they did not?

3 A Sorry?

4 Q 217 The members decided to curtail the zoning to a very specific square footage?

5 A Well then we forget about the members, supposing Mr. Gilmartin went the direct  
6 route with a planning application, an outline application and then to the  
7 planning board. The planning board could have approved it.

8 Q 218 Were they not -- well, would you agree with me they would take into account a  
9 County Development Plan?

10 A The law requires them to have regard but they could disregard.

11 Q 219 Right. And what about the ministerial directive on the size of shopping  
12 centres, would that carry any weight with them?

13 A Well, let's -- that would of course, that was a very large impediment, the  
14 directive.

15 Q 220 And were you aware that Mr. O'Malley advised on all these matters to  
16 Mr. Gilmartin?

17 A Yes, Mr. O'Malley did a comprehensive statement of all the difficulties, the  
18 quasi statutory difficulties that were there in its path, that's right. But  
19 nonetheless, you know, you can never rule -- all those difficulties one way or  
20 another can be overcome and they are only man made and you know, in the end,  
21 asking me could it get through, I suppose it could. I suppose it could. I was  
22 often thinking myself if I had taken charge of it, how would I have managed it,  
23 probably better than people who had it.

24 Q 221 Well there was an article in the Irish Times dealing with trouble at the M way,  
25 "it would act like a vacuum cleaner sucking business in from as far as away as  
26 Athlone" would you agree with that?

27 A In those times when, you know, average income was low and that, you could say  
28 that and you could say it with certainty, in fact it would be very very  
29 difficult to get off the ground with anchor tenants, but with the sort of the  
30 of affluence which the country has enjoyed since that time, it could stand on

1 its own and so would Athlone and everywhere else.

2

3 CHAIRMAN: All right.

4

5 Q 222 MR. LAWLOR: So there would be no, I go to day 107 and finish up very quickly,  
6 chairman. 498. And now on, this is Mr. Murray giving evidence.

7 A Mr. Murray.

8 Q 223 Mr. William Murray, deputy county planning officer. And I'll quote  
9 Mr. Gilmartin's answer when he was outlining his project "I got as far as  
10 saying what our concerns were in relation to a development that size in that  
11 location."

12 A Yes.

13 Q 224 Sorry, it's coming up there.

14

15 MS. DILLON: The reference Mr. Lawlor has given us is day 107. It couldn't be  
16 day 107.

17

18 MR. LAWLOR: Sorry, my apologies, day 498, page 107.

19

20 MS. DILLON: Thank you.

21

22 Q 225 MR. LAWLOR: Sorry. Now just on question 476:  
23 "You will accept that there were other entries and dealing with his diary. Yes  
24 because I then met him and he knew who he was. Mr. Gilmartin has given  
25 evidence that -- sorry I wasn't finished about the meeting.

26 Question: Sorry. Mr. Murray went on on on the to say in the presence of  
27 Mr. May McCarron the chief planning officer for Dublin city and county. I got  
28 as far as saying what our concerns were in relation to a development of the  
29 size in that location. Mr. Gilmartin had really no great regard for our  
30 concerns and basically he said, that he could drive a coach and four through

1 our Development Plan and we reacted in the sense that we had been trying to  
2 implement that plan for large number of years and continuing to do it and he  
3 used the words "I have friends in high places" and with that close on from  
4 that, Mr. McCarron drew the meeting to a close. It was a most extraordinary  
5 end to a meeting and I remember it distinctly to this day, Mr. Gilmartin asked  
6 could he have the last word and he was told no, that the meeting was over and  
7 off we go. It was a most extraordinary meeting in my whole career as a planner  
8 so it sticks in my mind."

9  
10 Now, can you imagine Mr. Gilmartin addressing the two most senior planning  
11 officers in the then Dublin County Council in that way about a project he was  
12 trying to get cooperation and support for?

13 A Well, I suppose I can't, he was very garrulous, you know. He was being  
14 received in high places and he certainly, there's no doubt about it, he was  
15 getting green lights about the production of jobs and I think he always took  
16 the view and even if discussions -- I used tell him about the difficulties, I  
17 recall, but he felt that there was, you know, there was a force behind him in  
18 relation to the jobs that would eliminate all of that. That was my impression  
19 of the man. And he didn't think when he -- sometimes he said things without  
20 thinking. He didn't -- obviously in that case he didn't think about the effect  
21 that was going to have on two professional planners and hence Mr. McCarron's  
22 reaction but he was an odd man, you know, in that respect, that he did say a  
23 lot but he would come over here and he was moving in high places. I think  
24 that's very important to remember. He was being received in the corridors of  
25 power, within a relatively short time. And given encouragement, and they had  
26 every right to give him encouragement because he was promising jobs.

27 Q 226 Could which have page 108 please. Question 483, down the very bottom of the  
28 page when it comes up Mr. Redmond.

29  
30 MS. DILLON: Mr. Lawlor has to give correct references for us to be able to take

1 up the transcript, that can't be correct either. If he can give us the correct  
2 transcript.

3  
4 Q 227 MR. LAWLOR: Sorry 498. Mr. Murray's evidence continuing. Page 108, on 498.  
5 Mr. Gilmartin in his evidence, Mr. Redmond, just briefly has suggested time and  
6 again that the planners thought his scheme was fantastic and Mr. Prendergast  
7 addressed mythical presentation in the Berkeley Court, which his evidence  
8 rejects and so forth, and here we have a question to Mr. Murray:

9  
10 "Did you ever or did anybody to your knowledge within the planning department  
11 ever say Mr. Gilmartin's scheme was a very good scheme, was a fantastic scheme?  
12 I think in fact he describes the planners saying in respect of the scheme.

13 Answer: I have seen that word used, indeed it well may have been said. It is  
14 a fantastic scheme". And -- sorry,109. Fantastic scheme, just under the grey  
15 line, Mr. Redmond.

16 A I see it.

17 Q 228 "It wasn't related to the realities of planning in Lucan/Clondalkin. Fantastic  
18 can mean a lot of things and one of these meanings is not related to reality  
19 and that's what that appeared to be to us."

20  
21 Now, he said that was said about both schemes and he felt were likely to create  
22 up to 20,000 jobs. Now, do you ever in your long career in local authority see  
23 where job creation drove a coach and four through the requirements of the  
24 planning process.

25 A Not -- no -- well I don't remember -- I don't recall anything --

26 Q 229 Well do you recall?

27 A I just want to make the point so far as the planning process is concerned, I  
28 don't remember anything being driven, you know as a coach and four through the  
29 process. The process is very open, very formal. And there was a wide open --  
30 whatever was done at local authority level, there was a wide open right of

1 appeal and in the early days, in the early years of the appeal, there wasn't  
2 even a charge. So, I mean that statement about driving a coach and four, you  
3 know, you get decisions that you don't like and which other people may feel  
4 that they are right but the coach and four thing is out completely.

5 Q 230 But does it not --

6 A Insofar as Dublin is concerned.

7 Q 231 Just finally, Mr.-- just two questions. 3708 please. Disposal of lands at  
8 Quarryvale. "I refer to my instructions dated 23rd November 1988 and your  
9 report dated 30th January 1989 regarding your negotiations with Mr. TP  
10 Gilmartin for the sale of the lands at the above location. The financial terms  
11 outlined in your report are not acceptable to the council. Accordingly, I  
12 would be oblige if you would renegotiate."

13 What's your comment on that letter, Mr. Redmond?

14 A When I got back to the comfort of my cell last night, I put on the television  
15 and I saw, I was reported as the last act I did was to forbid or block the sale  
16 of the council lands. What happened was of course, I deferred it until the  
17 corporation land price had been agreed. But what happened after that was I  
18 retired in '89.

19 Q 232 Maybe 3709 please?

20 A All through '89, Mr. Gilmartin never came near to the council about the land.  
21 The same in 1990. In fact, in his evidence, he said that he had ever regarded  
22 the council land as important or of great value. So the manager, who is my  
23 successor that time and the principal officer decided well if he does want the  
24 land, he is going to have to renegotiate it. So that's what happened. And the  
25 next letter is in fact --

26 Q 233 That's it there. It's on the screen.

27 A I see it, Mr. Lawlor. That's the result of the negotiations and that took  
28 place on the, or at least the report is the 21st of February so from all that  
29 time, from April, '89 up to February, nearly two years, the land just lay  
30 there, there was no initiative taken by Mr. Gilmartin, the manager who

1 succeeded me, he said the terms that had been agreed, they are not on, you will  
2 to negotiate and the new terms produced an extra 400,000.

3  
4 CHAIRMAN: All right.

5  
6 MR. LAWLOR: Finally then Mr. Chairman, Mr. Redmond, the tender dates, I gave  
7 in a schedule but it's too complicated for counsel to circulate it on one  
8 sheet, they gave me back a letter saying I could refer to about ten different  
9 pages so I won't even waste time.

10  
11 MS. DILLON: Just to be accurate about that, the documents that Mr. Lawlor  
12 required us to circulate was Mr. Lawlor's commentary on certain documents, I  
13 think that's what he is referring to. The documents he wanted circulated --

14  
15 MR. LAWLOR: I am not. It's just a schedule of dates.

16  
17 MS. DILLON: Do try, Mr. Lawlor to have some manners please.

18  
19 CHAIRMAN: Mr. Lawlor, it's now ten past one.

20  
21 MR. LAWLOR: I just to finish on this point.

22  
23 CHAIRMAN: Well finish it.

24  
25 Q 234 MR. LAWLOR: 19th May Mr. Redmond the tenders were opened. 22nd May, Mr.  
26 McLoone reported. The 24th May, the official order was made. The 25th May,  
27 Mr. Gilmartin had a meeting with his planning team in Buswells and they told  
28 him that his only possibility was to get the ministerial directive abolished or  
29 rewritten and they gave him a draft of an official document. On the 26th May,  
30 the committee approved it. On the 31st May, the report prepared for the city

1 council. And on the 2nd of June, Mr. Gilmartin, in collusion, contact  
2 discussion with Mr. McLoone said that he was so far in now and they were trying  
3 to trip him up and frustrate him, the he would go down to the Minister for the  
4 Environment and he would make a contribution, donation or payment or whatever  
5 and on the 12th June the matter was approved.

6  
7 Now, would you just tell the Tribunal and based on Mr. Joe Burke's evidence  
8 that there was no interference, no road blocks, no corruption, no skulduggery,  
9 that Mr. Gilmartin was getting his land as per those dates, with nobody  
10 interfering in anything.

11 A All these dates relate to an activity of Dublin Corporation. That's the first.

12  
13 JUDGE FAHERTY: The corporation lands tender, yes.

14 A They all relate to Dublin Corporation.

15 Q 235 MR. LAWLOR: Thank you, Mr. Redmond?

16 A And it does show that they dealt with the matter most expeditiously.

17  
18 CHAIRMAN: All right.

19 Q 236 MR. LAWLOR: Thank you Mr. Redmond.

20  
21 MS. DILLON: Just in conclusion in case you wanted to finish with Mr. Redmond  
22 before lunch, you will recollect that you had directed that because Mr. Redmond  
23 was not represented, that if Mr. Redmond had questions, that questions would be  
24 put, Mr. Redmond prepared three pages of questions and I have reviewed the  
25 questions and I am satisfied that all of the matters have been dealt with  
26 already. I spoke briefly to Mr. Redmond and I think the position is  
27 Mr. Redmond, that you are happy that the questions not be put in fact, that you  
28 are happy that the matter has been dealt with, that you have dealt with all  
29 aspects of the matters that you want to deal with.

30 A No, Ms. Dillon.

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MS. DILLON: If you want the questions, we can come back after lunch.

CHAIRMAN: Wait now, we are going to adjourn until ten past two, you can talk to -- we don't want to waste time going back over ground that's been -- if there is one or two.

A I want to assure you, your worships, I want to get through them more than anybody.

CHAIRMAN: If there are still one or two matters, you can mention this.

A Just one thing, this is pro bono, is it?

CHAIRMAN: No, no, this is just if there is --

A You see I knew Mr. Gallagher and you know he said --

CHAIRMAN: Just if there is an issue that you felt or a question that hasn't been dealt with because you are of your particular personal circumstances --

A No, what I mean is I am not going to get a bill for it.

CHAIRMAN: No, you are not.

A That's all right. Thanks.

CHAIRMAN: All right. Thank you. Ten past two.

**THE TRIBUNAL THEN ADJOURNED FOR LUNCH AND RESUMED**

**AS FOLLOWS AT 2.00**

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MS. DILLON: Good afternoon, sir, in relation to the questions that Mr. Redmond want put, the three pages of questions, there are a number of those that Mr. Redmond has deleted now, but in any event, he indicated to me that his answers will be of the "yes" or "no" type and he has agreed also that Mrs. Flynn can go before him now in view of the fact he has travelled and hopefully when we conclude with Mrs. Flynn today, Mr. Redmond can be recalled or that matter can be dealt with or alternatively when Mr. Redmond is here next week, we will deal with it, if that is satisfactory? I am obliged to Mr. Redmond.

CHAIRMAN: Alright, thank you.

Mrs. Dorothy Flynn please.

**MRS. DOROTHY FLYNN, HAVING BEEN SWORN, WAS QUESTIONED**

**AS FOLLOWS BY MS. DILLON:**

CHAIRMAN: Good afternoon, Mrs. Flynn.

Q 237 MS. DILLON: Good afternoon, Mrs. Flynn. Today I am going to take you through your evidence in relation to a number of financial transactions in relation to a number of bank accounts that you had in Castlebar and in addition, we are going to trace the, what happened to Mr. Gilmartin's cheque from the time that the cheque was received and I think you accept that you were probably the person who negotiated that cheque, isn't that right?

A I presume so, yes.

Q 238 And I think in your statement you have said that in general you dealt with quite a lot of financial transactions, the lodging and withdrawal of monies.

1 A That would be correct. Yes.

2 Q 239 Now, if I can have document 4927 please. This is a document, Mrs. Flynn, that  
3 was prepared by the Tribunal and that traces from documentation that has been  
4 discovered to the Tribunal, what happened to the 50,000 pounds cheque from the  
5 time that it was first negotiated in AIB in Castlebar and I think you have seen  
6 that document today, is that right?

7 A It's side ways.

8 Q 240 Yes. I'll putting it on the screen and I'm giving you a hard copy of that  
9 document.

10 A Right. Thank you.

11 Q 241 But in general, I want to summarise what the transactions show. If that be  
12 turned to the correct way around. Now, if we start in the top corner where it  
13 says "Tom Gilmartin" and if we increase that portion for the moment, increase  
14 more.

15 A Yes.

16 Q 242 Now, on the hard copy in any event, the red references on the document with  
17 documents from the brief that establish what is stated about the cheque or the  
18 contents of the cheque in the box, do you understand that, Mrs. Flynn?

19 A Yes.

20 Q 243 So looking at it, the 50,000 pound cheque in the first box is drawn on an  
21 account at bank of Ireland Blanchardstown, the cheque number is 35801 and it's  
22 debited from Mr. Gilmartin's account on the 12/6/89. The next box it's  
23 negotiated by you probably, at AIB in Castlebar on the 7th June 1989 and the  
24 proceeds of that cheque, together with other monies are lodged in into an  
25 account 10000-002 at AIB in Castlebar, do you see that?

26 A I do, yes.

27 Q 244 Now, do you agree first and foremost that the likely repository for the  
28 proceeds of Mr. Gilmartin's cheque is that account in Castlebar.

29 A The first box I know nothing of, the where it was drawn or --

30 Q 245 I didn't ask you that, I'm aware of that and I know that. I'm asking you about

1 the proceeds of the 50,000 pound cheque and whether or not you agree as a  
2 matter of probability that that cheque or its proceeds were lodged to an  
3 account at AIB Castlebar bearing the number 10000-002.

4 A Sorry, I beg your pardon, Mr. Chairman, I am just a little confused at the  
5 moment. The proceeds, can I just take it more simply.

6  
7 CHAIRMAN: Yes.

8 A The proceeds of the cheque which I presume that is here --

9  
10 CHAIRMAN: Ms. Dillon wants to know, do you agree that that cheque ends up  
11 being lodged presumably with a smaller sum, that is a total sum of 53,920 into  
12 an account in Castlebar. On the 8th of June.

13 A Yes.

14 Q 246 MS. DILLON: Could I have page 364 please. This is the bank statement,  
15 Mrs. Flynn, and you will see you are named as one of the account holders. Do  
16 you agree with that?

17 A Yes.

18 Q 247 You will see that the address that is given is 34 Northumberland Road,  
19 Chiswick, London, do you see that?

20 A I do, yes.

21 Q 248 Do you see the account is described as an external account, UK deposit?

22 A Yes.

23 Q 249 And that is under the name Dorothy Flynn and Pdraig Flynn?

24 A Yes.

25 Q 250 And do you see that the account number is 10000-022?

26 A Yes.

27 Q 251 Now if I could have page 4920 please. Now this is the same bank statement but  
28 the balances have now been included on this statement. Do you see that? And  
29 do you see that there was 6 pounds and 20 in the account before the lodgment of  
30 53,920.

- 1 A Yes.
- 2 Q 252 And you see then that in June, there are a number of lodgments, isn't that  
3 right?
- 4 A Yes.
- 5 Q 253 In the account. Now, were those lodgments as a matter of probability made by  
6 you?
- 7 A I would say yes.
- 8 Q 254 And as you have said in your statement, do you believe that it is probable that  
9 you were the person who lodged the 50,000 pounds cheque as part of the lodgment  
10 of 53,920 pounds to that account?
- 11 A Yes.
- 12 Q 255 Right. Now if we just turn to look at that account for a moment, Mrs. Flynn,  
13 and the opening in particular of that account, could I have page 360 please.  
14 This is the account opening documentation for that account. Do you see that?
- 15 A I do.
- 16 Q 256 Do you see your signature?
- 17 A I do.
- 18 Q 257 Do you agree that that's your signature?
- 19 A I do.
- 20 Q 258 Do you see the address 34 Northumberland Road, Chiswick, London?
- 21 A I do.
- 22 Q 259 Did you provide that address?
- 23 A No.
- 24 Q 260 How did that address come to be attributed to yourself and Mr. Padraig Flynn?
- 25 A I have no idea.
- 26 Q 261 Was it on the form when you filled it?
- 27 A I did not fill that form.
- 28 Q 262 Was it on the form when you --
- 29 A To my recollection I have never seen that document.
- 30 Q 263 Was it on the form when you signed it?

- 1 A I don't know, I have no recollection of that.
- 2 Q 264 If I can show you a second document in relation to that account, which details  
3 the -- could I have page 359 please. This is a declaration pursuant to the  
4 Income Tax Act of 1967, and it's signed I think by yourself and your husband,  
5 can you confirm that that's your signature?
- 6 A That is my signature, yes.
- 7 Q 265 And the description of the account that is given is deposit account in the name  
8 of Mrs. Dorothy Flynn and Mr. Pdraig Flynn, 34 Northumberland Road, Chiswick  
9 London.
- 10 A Yes, I see that.
- 11 Q 266 Now, do you have any recollection of signing that form?
- 12 A I have no recollection whatsoever.
- 13 Q 267 Do you have any recollection of having three bank accounts in Allied Irish Bank  
14 in Castlebar, which were all non-resident accounts?
- 15 A I would have, yes.
- 16 Q 268 Yes. Can you outline to the Tribunal the circumstances in which you decided to  
17 open non-resident accounts in the 1980s.
- 18 A I do not -- I did not realise I opened non-resident accounts in the 1980s. In  
19 fact, I didn't know what a non-resident account was at that time.
- 20 Q 269 If we just look at the form that you signed, Mrs. Flynn.
- 21 A Yes.
- 22 Q 270 Right. And the form recites -- now, you don't recollect signing it, is that  
23 correct?
- 24 A I don't recollect signing it, no.
- 25 Q 271 But however, I think you must accept that the typed words must have been on the  
26 document when you signed it, is that right?
- 27 A Yes, I presume -- I don't know. I don't know -- I do say that is my signature.  
28 But I don't recollect signing it.
- 29 Q 272 Fine. But insofar as you signed it, Mrs. Flynn, do you accept on the balance  
30 of probabilities that the form that recites form F, form of notice to be served

- 1 by non-resident account holder, Income Tax Act 1967 section 175, and the three  
2 paragraphs beginning "I declare" were more than likely on that form when you  
3 signed it?
- 4 A I don't know.
- 5 Q 273 You don't know?
- 6 A I don't know.
- 7 Q 274 Right. Well can you think of any reason, are you suggesting to the Tribunal  
8 the form was blank and there was nothing written on it when you signed it?
- 9 A I can't answer that question because I don't remember it.
- 10 Q 275 Do you remember opening any non-resident accounts at that time?
- 11 A No.
- 12 Q 276 Do you?
- 13 A No.
- 14 Q 277 Were you ever resident in Northumberland Road in Chiswick, London?
- 15 A No.
- 16 Q 278 Was that ever an address at which you and your husband lived?
- 17 A No.
- 18 Q 279 Are you suggesting that the bank, that Allied Irish Bank, without your  
19 permission or consent opened three non-resident accounts into which, funds were  
20 placed for yourself and your husband?
- 21 A I don't remember the situation, so I wouldn't dream of suggesting that.
- 22 Q 280 Are you suggesting that these accounts were opened by the bank without your  
23 knowledge, Mrs. Flynn? Is that what you are suggesting?
- 24 A I can't suggest anything because I cannot remember that situation.
- 25 Q 281 Right. But you do agree, do you not, notwithstanding your memory deficit, that  
26 the signature that's on the document that's on screen is your signature, you do  
27 remember that?
- 28 A Yes, I would say that's my signature.
- 29 Q 282 You do remember in relation to the account opening documentation at page 360,  
30 in relation to account number 10000-022 that that is your signature?

1 A Yes, this is my signature.

2 Q 283 Now notwithstanding the presence of your signature on both of these documents,  
3 it's your sworn evidence to the Tribunal that you have no recollection of the  
4 opening of these accounts or why they were opened, is that your evidence?

5 A I have no recollection of documents.

6 Q 284 Well, let's deal with the accounts and the information that can be gleaned from  
7 the accounts, Mrs. Flynn. The account 10000-022 was opened on the 12th  
8 February 1986. 4862 please. You will see there there's an opening balance of  
9 zero and then immediately beneath that on the 12th of February of 1986, there  
10 is a lodgment. Do you see that?

11 A I do.

12 Q 285 Now do you accept that that in all likelihood means that the account was opened  
13 in or around that time? In February of 1986.

14 A Yes.

15 Q 286 Now, you will see that there are a number of lodgments to that account in 1987.  
16 Do you see that?

17 A Yes.

18 Q 287 And you will see that there are there were three lodgments, two in February of  
19 '87, one of 3,345, one of 9,780 and then on the 20th October 1987, there's a  
20 lodgment in the sum of 1,000 pounds.

21 And if we go to page 363 please, which is a continuation of the same bank  
22 statement, you will see on the 9th of August, of 1988, there's a lodgment of  
23 10,000 pounds, that on the 8th June, if we go to page 364, there is a lodgment  
24 of 53,920 pounds, which is the one that probably includes Mr. Gilmartin's  
25 cheque, that on the 13th of June 1989, there is a lodgment of 10,090 pounds, on  
26 the 15th June 1989 there's a lodgment of 3,320 pounds, and on the 23rd June  
27 1989 there's a lodgment of 2,275 pounds, do you see that?

28 A I do.

29 Q 288 The total amount of those lodgments between the 10th February 1987 and the 23rd  
30 June 1989 is 94,230 pounds, do you agree that's an accurate tot?

1 A I don't know, I can't check it in my head.

2 Q 289 I am sure if I am inaccurate in that, your counsel will deal with it on  
3 re-examination, but assume for the moment there's until 94,000 pounds lodged to  
4 that account and assuming you are correct in your statement to the Tribunal,  
5 where you tell the Tribunal that you would have dealt with account dealings on  
6 this account. Does it follow from that you were the person then who more than  
7 likely made the lodgments totalling 94,000 pounds approximately to this  
8 account?

9 A I would be the person who would make the lodgments, yes.

10 Q 290 Now, are you able to recollect anything about making the lodgments to this  
11 account?

12 A No, I wouldn't.

13 Q 291 But you do accept now, because of what you have said in your statement, that  
14 you are the person who probably did lodge almost 100,000 pounds to this  
15 account, 94,000 pounds.

16 A Emm, yes.

17 Q 292 Well what you say in your statement to be fair to yourself, Mrs. Flynn, page  
18 520 please:

19  
20 "I believe that I would have undertaken most of the account dealings. I would  
21 have personally made most of the lodgments to the accounts. Such lodgments as  
22 made by me from time to time included political contributions received by my  
23 husband, mainly received during election periods."

24

25 That's your statement, isn't that right?

26 A That is correct. Yes.

27 Q 293 All right. Now if we take that and the account that we are dealing with here  
28 now is the account into which Mr. Gilmartin's 50,000 pounds was put and subject  
29 to any correction Mr. Madden may wish to make, it would appear that between  
30 February of '87 and June of '89, 94,230 pounds was lodged to that account and

1 if your statement is correct, most of those lodgments would be made by you,  
2 doesn't that follow?

3 A That would be the position.

4 Q 294 Is it your position that notwithstanding the significant sums of money  
5 involved, you have no recollection of any transactions in relation to that  
6 account?

7 A I would have no recollection of them.

8 Q 295 Where would you have got the monies?

9 A The money would have possibly been election contributions for the, my husband's  
10 election.

11 Q 296 Is any of this your income?

12 A No, I don't think so, it would be various other things, I could have put in,  
13 household money, it could be salary money, expenses money, em, I don't know.

14 Q 297 The Tribunal wrote to you and your husband through your solicitors asking you  
15 exact question on the 4th of May 2000, at page 304 to 309 and in particular,  
16 the queries in relation to this account are at page 306 please.

17  
18 And insofar as those lodgments I have just itemised are concerned, you were  
19 asked and they are set out there on the first account, you and your husband as  
20 the joint account owners were asked to provide an explanation for those  
21 lodgments to include documentation and in addition the source of the funds  
22 compiling each of those lodgments, do you see that? Do you see paragraph 4 on  
23 the page in front of you where it says bank lodgments?

24 Now if we go back to the schedule that's immediately beneath that, where the  
25 account is described as AIB external deposit account, 10000-022 and the  
26 lodgments that were itemised there or are the lodgments I have just gone  
27 through on the bank statements, do you see that?

28 A Sorry I'm just finishing off what I was reading before. I see a list of  
29 lodgments, yes.

30 Q 298 Yes. And you see that the queries that have been made in relation to that

- 1 relate to an account number 10000-022. Do you see that?
- 2 A Sorry, I missed your question, I beg your pardon. Can counsel maybe --
- 3 Q 299 Absolutely, do you see where it says 4 on the documents and it says bank  
4 lodgements?
- 5 A Yes.
- 6 Q 300 And then it says as follows "Insofar as the following schedule of lodgments are  
7 concerned in each case please provide the following information.
- 8 1. Please provide full and detailed particulars including documentation in  
9 respect of the bank lodgments set out hereunder.
- 10 2. In each case identify the source of the funds comprising these lodgments.
- 11 Do you understand that Mrs. Flynn, what's being asked there?
- 12 A Yes, to identify them.
- 13 Q 301 And you are being asked to identify the source, isn't that right?
- 14 A Yes.
- 15 Q 302 And the lodgment account that's identified there is AIB external deposit  
16 account, 10000-022?
- 17 A Yes.
- 18 Q 303 And the specific lodgments that are set out there are the specific lodgments  
19 that I have just identified for you on the bank statements totalling 94,230  
20 pounds, isn't that right?
- 21 A Yes.
- 22 Q 304 I have just shown you the bank statements and you have agreed the lodgment of  
23 that amount were made? Isn't that right?
- 24 A I haven't added them up but I take it that's right.
- 25 Q 305 Subject to any correction your counsel may make in relation to the addition, do  
26 you agree they are the lodgments on the bank statements I have just drawn to  
27 your attention?
- 28 A I would agree if we are they are on the bank statements, yes.
- 29
- 30 JUDGE FAHERTY: Just one thing, on the subparagraph A, it's 10000-022 on that,

1 that might be a typographical error.

2

3 MS. DILLON: The account number is 10000-022.

4

5 JUDGE FAHERTY: I beg your pardon, that's alright.

6

7 Q 306 MS. DILLON: I just checked that, it's 10,000-022 if one looks at page 4862,  
8 one sees that account is 10000-022. Now you were asked Mrs. Flynn to account  
9 for the lodgments, including the source of the lodgments, isn't that right?

10 A Yes.

11 Q 307 And your solicitor replied on your behalf on the 4th July, isn't that right?

12 A He did.

13 Q 308 Presumably?

14 A I take that, yes.

15 Q 309 And in fairness to yourself, before I go through that letter, in the main  
16 insofar as those particular lodgments were concerned with some exceptions, your  
17 solicitor in his letter identified them as being an accumulation of political  
18 contributions but subsequently, your solicitor on your behalf resiled from that  
19 position and stated that that in fact was not your position and that you and  
20 your husband did not know, with the exception of the Mr. Gilmartin's money, the  
21 source of any of these funds. Do you understand?

22 A I do, I understand, yes.

23 Q 310 So that your solicitor --

24

25 MR. MADDEN: Chairman, I think in fairness to the witness and in fairness to  
26 us as well, could the Tribunal counsel be asked to put both those documents up  
27 on screen, so that we can see what exactly is the alleged resiling.

28

29 MS. DILLON: I was going to do that in any event, I simply wanted to establish  
30 without necessarily going through all of the documentation, but there's no

1 difficulty in relation to that. The first reply is at 322 please. Now this is  
2 part of a quite a long letter in reply from your solicitors and he is dealing  
3 with the lodgments and the source of the lodgments to the account at 10000-022,  
4 do you see that?

5 A Yes.

6 Q 311 And you will see that an explanation is being given there for the source of the  
7 monies that was the subject matter of inquiry by the Tribunal. And insofar as  
8 the first lodgment is concerned, the 3,345, the answer was that this is likely  
9 to represent an accumulation of election contributions. Insofar as the  
10 lodgment of 9,780 pounds was concerned, again it was the same answer. Insofar  
11 as the 1,000 pounds was concerned, the answer is that you did not know.  
12 Insofar as the 10,000 pounds on the 9th August 1988 is concerned, the answer  
13 was that you did not know. Insofar as the 53,920 pounds was concerned, you  
14 stated that it was the contribution received from Mr. Gilmartin in the sum of  
15 50,000 pounds and the balance of 3,920 was likely to represent an accumulation  
16 of electoral contributions and insofar as the lodgment on the 13th June 1989 in  
17 the sum of 10,000 pounds was concerned, the answer was that again, it was  
18 probably election contributions.

19  
20 And insofar as the lodgment of 3,320 on the 15th of June 1989 was concerned,  
21 the answer again was it was likely to be election contributions and insofar as  
22 the lodgment on the 23rd June 1989 was concerned, in the sum of 2,775 pounds,  
23 again, the answer was that it was likely to be election contributions.

24  
25 Now, that is the explanation that was initially furnished by your solicitor on  
26 your behalf, Mrs. Flynn, in relation to the source of those lodgments.

27 A Yes.

28 Q 312 All right?

29 A Yes.

30 Q 313 Now, subsequently, on the 8th November 2000 at page 336, your solicitor again

1 wrote to the Tribunal, if we could increase the first paragraph, and the letter  
2 of the 4th July, that your solicitor is dealing with is the letter that's just  
3 been on screen and in that they say:

4  
5 "In our letter of the 4th July, we advised that certain lodgments amounts were  
6 likely to represent accumulations of election contributions received by our  
7 client. That response was erroneous and does not confirm with instructions  
8 received.

9 Our client is unable to provide a detailed break down of the lodgments figures  
10 in the absence of any record of same. Our client does not suggest that the  
11 lodgment amounts concerned consist of election contributions only. He does  
12 believe that some election contributions may be included in the lodgment  
13 figures. Our client does not accept and formally rejects any suggestion that  
14 he received election contributions during his period at a level of 110,000  
15 pounds. We regret any convenience posed by our error".

16  
17 So the position then insofar as the lodgments are concerned, the position  
18 initially had been most of the lodgments from that account had been political  
19 contributions and then following this letter of the 8th November 2000, the  
20 position is they are not necessarily election contributions. Do you see that  
21 that's the position as stated by your solicitor?

22 A Yes.

23 Q 314 Now what I want you to tell the Tribunal is as a joint account holder, is the  
24 source of the funds that were lodged to that account. Where did those monies  
25 come from?

26 A Well offhand, I can't just exactly say where they came from. I don't actually  
27 know, without documentation or something in front of me.

28 Q 315 Did you provide any of those monies yourself from any work you had done or  
29 income you had earned?

30 A No.

1 Q 316 No. Were all of those funds provided by or through your husband?

2 A Yes.

3 Q 317 Right. If I can move on then to deal, is the position then the same in  
4 relation to the other two non-resident accounts that you had, Mrs. Flynn,  
5 jointly with your husband, that the funds that are lodged to those accounts  
6 were also provided by your husband? And not from any work or job or effort on  
7 your own behalf if you understand what I'm saying.

8 A I can't remember exactly what the contributions were or what the lodgments were  
9 but I presume -- my husband was the sole earner in the home.

10 Q 318 Fine. Well at 375, please, we have the second account and this is again an  
11 external deposit account at AIB in Castlebar, it's a small account, the number  
12 of the account is 09620-053, the account was opened on the 14th August 1985 and  
13 there was only one lodgment under query by the Tribunal and that was the  
14 lodgment on the 10th February 1987, in the sum of 3,092.78 and I think that the  
15 position in relation to that account is again, no explanation has been provided  
16 in relation to the source of those funds, is that correct?

17 A I don't know anything about it.

18 Q 319 Well, in February of '87, did you provide those funds from your own resources?

19 A I have no idea where they came from.

20 Q 320 You don't know where they came from. But were you in a position to provide any  
21 funds to these accounts from your own resources?

22 A I can't remember.

23 Q 321 And the third account, Mrs. Flynn, is an account, page 444 please, and you will  
24 see this is the third account, again the address is Chiswick, again if you look  
25 at the bottom half of that page, you will see that when it was opened, it was  
26 with an address again in Northumberland Road in Chiswick, though I believe it  
27 subsequently changed to avenue, the name of the street in Brussels, I think,  
28 but it was opened on the 5th of October 1989 with a lodgment the course of  
29 which has been identified and again there were a number of lodgments to that  
30 account which were the subject matter of query by the Tribunal and is it still

1 again your position, leaving aside the lodgment for 16,226.61, that you do not  
2 know the source of the lodgments to that account?

3 A No, I do not know the source.

4 Q 322 And subject to correction again, is it not the position that the same situation  
5 pertains to the explanation that was provided initially by your solicitor in  
6 relation to these lodgments, in that some of them are identified as political  
7 contributions and then they were subsequently, that explanation was withdrawn  
8 as we have seen earlier.

9 A I have no idea, I do not remember.

10 Q 323 You do not remember. Again, would you agree that it is likely you are the  
11 person who made the lodgments and withdrawals to that account?

12 A I would accept that.

13 Q 324 Between the 5th October 1989, again subject to any correction Mr. Madden wishes  
14 to make and the 4th January 1993, 57,956 pounds approximately, that is under  
15 query was lodged to that account and would you agree that it is likely you are  
16 the person who probably made those lodgments?

17 A Sorry, I -- I missed your question.

18 Q 325 I'll repeat the question. Subject to any correction Mr. Madden may wish to  
19 make, the tot on the lodgments to that account which have been the subject  
20 matter of inquiry from the Tribunal to yourself and your husband, amounts to  
21 57,956 pounds being lodgments made between the 5th of October 1989 and the 4th  
22 of January 1993.

23 A I'm sorry, I don't know where you get your sum from.

24 Q 326 We will go through the documents, if you can scroll up to the top of the  
25 document.

26

27 CHAIRMAN: It's just --

28

29 MS. DILLON: Maybe it we give a hard copy to the document.

30

1 CHAIRMAN: Mrs. Flynn, what counsel has put to you, is that the total of the  
2 amounts over a certain period of time amounts to whatever figures have been put  
3 to you, do you follow?

4 A Yes.

5  
6 CHAIRMAN: And your own counsel can check those figures and any corrections  
7 made will be identified before you finish today, do you follow? So all these  
8 figures are simply tots of lodgments over a three-year, three-month period

9 A Three months.

10  
11 CHAIRMAN: Over a three year and three month period so you needn't concern  
12 yourself for the moment, you can assume they are fairly accurate or you can  
13 assume they are accurate and your counsel will have an opportunity to check  
14 them. So you needn't --

15  
16 MS. DILLON: They are in fact less than the total amount of the lodgments made  
17 but they are the only lodgments that are under query between the Tribunal and  
18 Mr. and Mrs. Flynn.

19  
20 CHAIRMAN: I think that's clear and Mr. Madden can raise any issue he wants.

21  
22 MS. DILLON: So that if you accept for the moment, Mrs. Flynn, that my  
23 addition is correct, or reasonably correct and if it's erring in favour of  
24 anybody, it's in favour of yourself and your husband, it would appear that the  
25 total amount of lodgments to these three non-resident accounts come to  
26 approximately 145,000 pounds between 1985 and 1993 and with the exception of  
27 Mr. Gilmartin's money and the 16,226.61, you have not been in a position to  
28 provide any explanation to the Tribunal for the source of those funds. Is that  
29 your position?

30 A I don't know.

1 Q 327 Could I have 525 please. This is a letter dated the 23rd of January 2001 in  
2 which, in reply to a request from the Tribunal that you identify all political  
3 donations in excess of 1,000 pounds and it really is a query directed  
4 presumably to your husband and will be directed towards him in due time, but  
5 I'm simply drawing to your attention that what is stated there on behalf of  
6 yourself and your husband, the only records in their possession which were  
7 acquired subsequent to the event are those disclosed in the Affidavit of  
8 Discovery, detailed at paragraph A on page 2:

9  
10 "Our clients do not recollect the amounts of donations received. Our clients  
11 do not recollect the date of receipt of donations. Our clients do not recollect  
12 the manner of payment of donations as to whether they were paid by cheque or in  
13 cash, they advised that donations received are either in cheque form or in  
14 cash, our clients cannot recollect the identity of the donors, save those  
15 disclosed in the Affidavit. We are instructed donations received were either  
16 lodged to bank accounts with Allied Irish Banks or alternatively expended in  
17 cash. We are instructed that donations were not acknowledged in writing and  
18 that no such donations were solicited by either of our clients, in writing or  
19 otherwise". Now, that your position?

20 A Yes.

21 Q 328 So, you recollect nothing about these accounts although you accept that you are  
22 more than likely the person who operated those accounts. Is that your  
23 position?

24 A That would be correct.

25 Q 329 All right. Do you remember ever seeing Mr. Gilmartin's cheque?

26 A No.

27 Q 330 But you accept that it's likely you are the person who negotiated the cheque?

28 A I accept that, yes.

29 Q 331 Were you the person who also made withdrawals to these accounts? Withdrawals  
30 from these accounts?

- 1 A Yes.
- 2 Q 332 And were you the person who would have made withdrawals in October and November  
3 of 1989 in the sum of 25,000 pounds each?
- 4 A Yes.
- 5 Q 333 Were those withdrawals made in cash?
- 6 A I think so.
- 7 Q 334 I beg your pardon?
- 8 A I think so, I am not sure but I think so.
- 9 Q 335 Can we have 381 please. This is your bank account, this non-resident bank  
10 account at AIB, and if you look at the withdrawals, you will see that on the  
11 20th October, the 20th November 1989, there is a withdrawal of 25,000 pounds?
- 12 A Yes.
- 13 Q 336 Sorry the 3rd October, the 3rd October, there is a withdrawal of 25,000 pounds  
14 and on the 20th November 1989, there is a withdrawal of 25,000 pounds.
- 15 A Yes.
- 16 Q 337 Now do you think it's likely both of those were in cash?
- 17 A I cannot be sure. But it's possible. I think it might be, but I don't, I  
18 cannot be positive.
- 19 Q 338 Was it your normal practice to withdraw sums in cash?
- 20 A Not always, no.
- 21 Q 339 Not always. What did you do with the money?
- 22 A I would have put it in the safe.
- 23 Q 340 Where's the safe?
- 24 A At home.
- 25 Q 341 At home. And what did you do with the money subsequently?
- 26 A I didn't do anything with it.
- 27 Q 342 Well who did anything with it?
- 28 A Well I would presume, I don't know, my husband I presume.
- 29 Q 343 You didn't have anything to do with it once you had withdrawn it in cash?
- 30 A No.

1 Q 344 Can I have 4927 back on the screen and I am going to lead you through the  
2 evidence about what happened to one of those 25,000 pounds withdrawal,  
3 Mrs. Flynn, and if there's any difficulty with it or I am inaccurate in any  
4 way, I'm sure Mr. Madden will clarify that. I think you have in front of you  
5 in hard copy the map of what happened to the 50,000 pounds.

6 Okay. Looking at the withdrawal on the 20th of November 1989, do you see that  
7 on the hard copy that you have in front of you? It might be easier to see. Do  
8 you see where it says Beverly Cooper Flynn, financial consultant, National  
9 Irish Bank.

10 A I do.

11 Q 345 Okay. Do you see immediately beneath that, it says debit, 25,000 pounds,  
12 20/11/1989 and beside it there's a number 381 which is the bank statement page  
13 number, do you see that?

14 A Yes.

15 Q 346 That is the bank statement, Mrs Flynn, we had on screen a moment ago where you  
16 have I it's probable you withdrew the 25,000 pounds, possibly in cash?

17 A Yes.

18 Q 347 Do you see immediately below that it says National Irish Investment Bank, NIIB,  
19 Overnight Deposit Accounts and this is a matter that your daughter, Beverly  
20 Cooper Flynn, can deal with in more detail, but for the moment you may accept  
21 it, that according to the information that's provided on your behalf to the  
22 Tribunal, that sum of 25,000 pounds was divided and invested in three separate  
23 funds, 15,000 pounds went into the European Performance MIM Britannia fund,  
24 5,000 pounds went into the Nippon Warrant Britannia fund, and 5,000 pounds went  
25 into the Eastern Opportunity Fleming Flagship fund.

26  
27 Two of those were US dollar funds and one was them was a sterling account fund  
28 and I think that transaction was conducted on behalf of yourself and your  
29 husband by Beverly Cooper Flynn. Do you dispute that, that your daughter  
30 invested 25,000 pounds for you?

1 A I don't dispute it.

2 Q 348 Okay. Now I want to move on then to what happened to those monies, if we move  
3 across the page and we deal with the next series of boxes in relation to what  
4 happened to the money and insofar as the lodgment to the European Performance  
5 fund was concerned, there was a switch of funds but ultimately, in December  
6 1994, that fund was cashed in the sum of US dollars 37,467.41, which converted  
7 to 24,017.57. And that was lodged to an account in Monaghan in National Irish  
8 Bank. That account was in the name of yourself and your husband.

9  
10 Could I have page 450 please. And 451. This is a request from your daughter  
11 Beverly, to open a non-resident account for her parents on the 1st March 1993  
12 and then at 451, we see the actual opening of the account and can that be  
13 turned around and we see the account is opened with a lodgment in fact of  
14 20,227.99 which is the other fund coming to fruition. If we go back to page  
15 4927, do you agree in general, that both of those funds were cashed and the  
16 funds that were standing in those accounts were placed into an account in  
17 Monaghan in National Irish Bank?

18 A I have never seen these accounts before. But I would accept there would be,  
19 that they would have gone to National Irish Bank, Monaghan, yes.

20 Q 349 So that, if we get it to the stage where the funds have gone into National  
21 Irish Bank, it would appear that what happened the 25,000 pounds of  
22 Mr. Gilmartin's money, because effectively that was the substantial lodgment to  
23 the account, is that it was invested in a number of investments outside the  
24 jurisdiction which were then encashed at a concern point in time and returned  
25 to the jurisdiction to an account in National Irish Bank in Monaghan?

26 A But we were living abroad.

27 Q 350 I am not making any issue in relation to that. As we see at page 458 which is  
28 the bank statement, now this is the money coming in from the European  
29 Performance Fund and you will see that the account is in your name and in the  
30 name of Pdraig Flynn with an address in Brussels where you were then resident,

1 is that correct?

2 A That's correct.

3 Q 351 And the sum of 24,017.57 is an encashment of the European Performance Fund  
4 which had been invested in November 1989 by your daughter, Beverly, isn't that  
5 is right?

6 A I take it so, yes, I didn't do anything to do with those fund, I didn't have  
7 any dealings with those.

8 Q 352 And I think then subsequently, the second lodgment that was made was a sum in  
9 the sum of 20,227.99 which is the encashment of the Eastern Opportunities Fund  
10 at page 447. This is the encashment which is then subsequently lodged to the  
11 account in the National Irish Bank in Monaghan of the second fund.

12 A I don't know when those transactions took place. I'm just looking at what you  
13 have shown me here.

14 Q 353 Page 459 please, there are two withdrawals from that account, Mrs. Flynn.  
15 There is a withdrawal of 25,000 pounds which was apparently in cash and there  
16 was a draft in the sum of 37,553.74, do you see that?

17 A I do.

18 Q 354 Can you tell the Tribunal at all what the sum of 25,000 pounds in cash was  
19 withdrawn for?

20 A No.

21 Q 355 And the sum of 37,553.74, can you assist the Tribunal as to what that was used  
22 for?

23 A No.

24 Q 356 Can I have 4897 please. Are you sure about that, Mrs. Flynn? That you don't  
25 know about that?

26 A I don't know, what it was used for, no.

27 Q 357 I'll explain it to you. This is your bank account, Mrs. Flynn and if we move  
28 down, you will see a lodgment of 37,553.74 pence, do you see that?

29 A I do.

30 Q 358 Do you accept that that is the withdrawal from National Irish Bank in Monaghan

- 1 being lodged to your sole account?
- 2 A No.
- 3 Q 359 You don't?
- 4 A No.
- 5 Q 360 Where did that money that's lodged to your sole account come from?
- 6 A It came from an investment account which we had in Ireland.
- 7 Q 361 It doesn't come from the National Irish Bank in Monaghan?
- 8 A No.
- 9 Q 362 It's the same, precisely the same sum that's withdrawn.
- 10 A Well it didn't come from the -- no, it didn't come from Monaghan.
- 11 Q 363 What account did it come from, Mrs. Flynn?
- 12 A It came from an investment account.
- 13 Q 364 What investment account?
- 14 A The number of it is there. That is the number of it there. I can't see it
- 15 there.
- 16 Q 365 62406? The number that's there is the number of the account in Monaghan that I
- 17 have just shown you, Mrs. Flynn.
- 18 A No, the account that came from --
- 19 Q 366 Can you increase the account number that's opposite of lodgment of 37,553.74
- 20 please. Sorry I beg your pardon, it's not, it's 632046, or is it 2406 is the
- 21 account of the National Irish Bank in Monaghan. If we could have page 459
- 22 please. Where is that account, Mrs. Flynn?
- 23 A It's in Castlebar.
- 24 Q 367 And how long have you had that account?
- 25 A It was opened when we went to Brussels.
- 26 Q 368 And how discovered the existence of that account Tribunal?
- 27 A Oh yes.
- 28 Q 369 In any event, what happened to the withdrawal of the 37,553.74?
- 29 A I don't know.
- 30 Q 370 Can I have page 259 please now in the explanation that was provided by your

1 solicitors on behalf of yourself and your husband in relation to the encashment  
2 of those funds and what the proceeds were used for, it is stated on your behalf  
3 a portion of encashment proceeds realised in Eastern Opportunity Fund in 1983  
4 and Asia Tiger Fund in 1994, which were the two dates we have just looked at,  
5 were utilised in the partial funding of an interest acquired in a forest  
6 planting project in north Mayo in 1997.

7 So it appears to be your solicitor's position, that the funds that were cashed  
8 and presumably brought back into the country and lodged to the Monaghan account  
9 on foot of the documentation you have discovered to the Tribunal, that a  
10 portion of those proceeds were used to buy a forest planting project in north  
11 Mayo.

12 A I signed a personal cheque for the forest in County Mayo.

13 Q 371 Yes. But that cheque is, it's drawn on your account, what we are dealing with  
14 now is the debit of 37,000 pounds from National Irish Bank in Monaghan and you  
15 say that the identical amount that is lodged to your bank account does not  
16 come, you have told the Tribunal, from that account in Monaghan, is that right?

17 A No it didn't.

18 Q 372 So if I could have page 98 please. This is a document prepared from  
19 instructions, sorry I beg your pardon, I'll just get the proper brief page for  
20 this.

21  
22 These are your husband's handwritten instructions at page 4924 please. And he  
23 is providing information for his accountants KPMG as to lodgments and  
24 withdrawals to the Monaghan account. 4924 please. And he states "That  
25 lodgment 6th February 1995, 2401757 represents sale of shares. Lodgment on the  
26 30th 5/95 represents BES realisation, withdrawal February '96, 25,000 pounds  
27 represents and he sets out what he says that money was spent on and then  
28 withdrawal February 1996, 37,553.74 represents payment for land farm at  
29 Coolass. Do you see that? It appears to be your husband's instructions to his  
30 accountants, that the withdrawal of 37,553.74 that took place in February of

1 1996 was attributable in his mind at least to the purchase of land in Mayo.

2 Now are you saying that the money you used to buy the land in question did not  
3 come from that account?

4 A It didn't come from Monaghan.

5 Q 373 It didn't.

6 A It came from the investment account.

7 Q 374 The investment account, when you are talking about the investment account,  
8 Mrs. Flynn, are you talking about the account into which the proceeds of the  
9 investment you had made in 1989 through your daughter at National Irish Bank  
10 were put, is that the investment account?

11 A No, that account mostly had savings that we made during the years we were in  
12 Brussels.

13 Q 375 How do you describe the Monaghan account?

14 A It was there and -- well I don't describe it as anything, it's just a bank  
15 account.

16 Q 376 And you say then it is simply a coincidence, albeit a singular coincidence that  
17 the amount of the debit on the account in National Irish Bank in the sum of  
18 37,553.74 which is identical to the lodgment to your account, that that is a  
19 coincidence?

20 A It could be.

21 Q 377 It could be. Do you accept that it would appear that your husband instructed  
22 his accountants that the purchase of the land was in fact funded out of the  
23 Monaghan account?

24

25 CHAIRMAN: Sorry, it may be the case, Mrs. Flynn, you might consider this, it  
26 may be the case that the 37-odd thousand came out of the Monaghan account, went  
27 into your Castlebar account and then you wrote a cheque for the forestry  
28 investment.

29 A That is a possibility, but I don't know. Because there were funds in the  
30 Castlebar account to buy the farm.

- 1
- 2 JUDGE FAHERTY: You said it came from an investment account.
- 3 A Yes.
- 4
- 5 JUDGE FAHERTY: You had, Mrs. Flynn. What investment are you referring to
- 6 there?
- 7 A Well I think they called it an investment account. It was a roll-over account.
- 8
- 9 JUDGE FAHERTY: Which?
- 10 A A roll over account, it rolled over monthly.
- 11
- 12 JUDGE FAHERTY: I see.
- 13
- 14 Q 378 MS. DILLON: If we could have page 4897, this is your current account,
- 15 Mrs. Flynn, and I just want to draw to your attention, you will see there that
- 16 you drew a cheque in the sum of 43,271 pounds, do you see that?
- 17 A Yes.
- 18 Q 379 And that is the cheque that was written to pay for the balance of the lands at
- 19 Coolass, isn't that right?
- 20 A That's right.
- 21 Q 380 And then there is a lodgment immediately after that in the sum of 37,553.74.
- 22 Do you see that?
- 23 A Yes.
- 24 Q 381 And that is to I presume to offset, to a substantial degree, the drawing of the
- 25 cheque for the lands of 43,271 pounds, do you see?
- 26 A Yes.
- 27 Q 382 Do you agree. Now if we could have page 4891 please. This is the cheque, do
- 28 you agree that that's your signature?
- 29 A Yes.
- 30 Q 383 And that the purpose of that cheque is to pay for the lands at is it they are

- 1 at Lacken, is that correct?
- 2 A I'd say so, yes.
- 3 Q 384 Do you know where they are?
- 4 A Yes, vaguely.
- 5 Q 385 Vaguely.
- 6 A Yes.
- 7 Q 386 Yes. Do you know what kind of, what's growing on the land?
- 8 A Trees.
- 9 Q 387 Forestry?
- 10 A Yes.
- 11 Q 388 And did you buy it as a forestry investment?
- 12 A Yes.
- 13 Q 389 Did you ever farm the land?
- 14 A No, except for hay or something or something like that.
- 15 Q 390 Well when you say except for hay, did you grow hay on the land?
- 16 A Well I personally didn't grow hay but there was a small, I think hay was  
17 gathered on the land.
- 18 Q 391 By who?
- 19 A I don't know.
- 20 Q 392 Was the payment of the forestry premium, to which you became entitled on this  
21 land dependent upon you establish be the 25 percent of your income was from  
22 farming?
- 23 A Yes, yes.
- 24 Q 393 And did you subsequently prepare and submit a farm profile tax return to the  
25 Revenue Commissioners showing that you had harvested hay in approximately the  
26 sum of 1,100 pounds?
- 27 A Yes.
- 28 Q 394 And following furnishing that documentation, 4875 please, you will see there  
29 that a return is being made showing expenses of £150 and a receipt of 1,250  
30 with a farming profit of 1,100 pounds, do you see that?

1 A I do.

2 Q 395 And do you accept that that was done, I think, on your behalf, isn't that  
3 right?

4 A Yes.

5 Q 396 4873, you signed the form, isn't that right? You see, is that your signature  
6 on the bottom of the document?

7 A Yes.

8 Q 397 Now, what was the effect of doing this, Mrs. Flynn?

9

10 MR. MADDEN: Sorry, Chairman, I don't want to interrupted, from looking at the  
11 screen, it appears this is for the tax return for the year 1997-1998. I just  
12 like to ask, Chairman, what is the relevance of this particular document being  
13 put on the screen?

14

15 MS. DILLON: The ultimate destination of Mr. Gilmartin's funds on the basis of  
16 what Mr. Flynn told his accountants, was the purchase of these lands and the  
17 income that is presently being generated by the afforestation grants that are  
18 being received by Mrs. Flynn is relevant evidence in determining the purpose to  
19 which the funds were put when they were obtained by Mr. Flynn. And I would say  
20 that there is an obligation upon the Tribunal to establish the entire track of  
21 the funds that were paid to Mr. Flynn and what use and benefit they have  
22 provided.

23

24 MR. MADDEN: I'm sorry, Chairman, I fail to see what the link is between the  
25 income which the witness receives from her lands --

26

27 CHAIRMAN: Well I can explain --

28

29 MR. MADDEN: And the Terms of Reference to this Tribunal.

30

1 CHAIRMAN: One of the issues the Tribunal has to decide is whether or not the  
2 50,000 pounds paid to Mr. Flynn originally by Mr. Gilmartin, was for political  
3 election expenses or political expenses. In order to help the Tribunal  
4 determine what it was paid for, and what it was deemed by Mr. Flynn to have  
5 been paid for, we have to follow the use of the money and to determine whether  
6 or to see if it can be determined as a result of the end use of the money what  
7 in fact the original purpose of the payment was.

8  
9 It doesn't -- it doesn't necessarily follow that one equals the other or the  
10 end result necessarily may not explain why the money was paid in the first  
11 place but it's one of the issues that we have to determine.

12  
13 MR. MADDEN: I can accept fully that the Tribunal would be interested in  
14 following where the proceeds of the cheque went to, but I fail to see what the  
15 link is in relation to the income tax returns and the farm income derived in  
16 the sum of I think it's 1,250 euro or 1,250 pounds in respect of that  
17 particular farm in 1997.

18  
19 CHAIRMAN: Except if the income derived is the end result or one of the end  
20 results of the original payment, then the Tribunal has to know what in fact it  
21 was used for, whether it was used ultimately for some political purpose.

22  
23 MR. MADDEN: Well then can the question be asked by Tribunal counsel of the  
24 witness was the sum of 1,250 pounds, which was earned by the witness as the  
25 proceeds from the use of those lands in the year 1997-1998, was that used for  
26 any political purpose or was it given to any person connected with a political  
27 entity and that's the question that should be --

28  
29 MS. DILLON: I have no problem putting that question but I will not be  
30 limiting my question on that topic to that issue alone. Would I like to give

1 Mr. Madden a copy because I propose to hand to the witness a bank account, when  
2 Mr. Flynn was referring to the investment bank account, I think this may have  
3 been the account she's referring to, it's not in the brief but I will --

4  
5 MR. MADDEN: I'm sorry, I don't want to interrupt my friend in relation to  
6 this, but I have noticed and my solicitors had a lot of documentation handed to  
7 him in the last couple of days and indeed today and I think it's a little  
8 unfair at the very last second to be producing documentation.

9  
10 CHAIRMAN: Well, if you if you have difficulty dealing with it with a  
11 particular document because of its late arrival, then --

12  
13 MS. DILLON: In ease of Mr. Madden, I won't put this document at all, I was  
14 only doing it in ease of Mrs. Flynn. She has adverted herself in evidence that  
15 the sum in question came from another investment account. We think we have  
16 located that account. It does not show any withdrawal of the figures mentioned  
17 by Mrs. Flynn, but I am happy that Mr. Madden can look at it and take  
18 instructions on it if he wishes. It was simply that Mrs. Flynn herself said  
19 the money, the 37,000 came from a separate account.

20  
21 CHAIRMAN: All right.

22  
23 MS. DILLON: Mrs. Flynn, insofar as --

24  
25 CHAIRMAN: Mr. Madden, do you want a few minutes to have a look at the  
26 documentation?

27  
28 MR. MADDEN: I just want the Tribunal to note my disquiet about the fact that  
29 innocent or otherwise the documentation may be or helpful or otherwise it may  
30 be to my client, it really isn't proper that at the very last second this

1 documentation which has in fact got a number on it, number 441, is produced at  
2 the very last minute.

3  
4 CHAIRMAN: But it's only produced because it was understood by the Tribunal  
5 that the 37 odd thousand came from the Monaghan account. For the first time  
6 the Tribunal has heard evidence from Mrs. Flynn that it came from a different  
7 account. So we are taken by surprise. So this has been introduced for the  
8 purposes of --

9  
10 MS. DILLON: Clarification.

11  
12 MR. MADDEN: I can see that but, chairman, in the circumstances, I think it  
13 would be appropriate if you would afford me two minutes to talk in relation to  
14 this matter.

15  
16 CHAIRMAN: We will rise for five minutes.

17  
18 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

19 **AND RESUMED AS FOLLOWS:**

20  
21 MR. MADDEN: Thank you, chairman, for that. That should clear up a few  
22 matters.

23  
24 MS. DILLON: If I can take you back to deal with the investment account out of  
25 which you believed the 37,000 pounds was paid that was lodged into your account  
26 which you used to buy the lands, remember you said earlier on today,  
27 Mrs. Flynn, that the 37,000 pounds that was lodged to your account did not come  
28 from Monaghan, do you remember saying that?

29 A Yes.

30 Q 398 And you were of the belief it came from an investment account?

1 A Yes.

2 Q 399 Can I show you a document that is not in the brief with you which your counsel  
3 has seen and which is one of your own documents and it is an account at AIB  
4 Castlebar and the account number is 1-F11532-011. Is that the investment  
5 account that you were talking about?

6 A Yes.

7 Q 400 Does that show a withdrawal of 37,000 pounds?

8 A No.

9 Q 401 And I think that you wrote the cheque in March 1997.

10 A I --

11 Q 402 I'll give you a hard copy of the cheque and you will see your signature on it,  
12 it's in the brief, Mrs. Flynn, you wrote the cheque in March of 1997?

13 A That's correct, yes.

14 Q 403 And the lodgment of 37,553.74 pence was made in April of 1997, 4897, to your  
15 account.

16 A Right.

17 Q 404 Now do you see on the bank statement of the investment account that you have in  
18 your hand --

19 A Yes.

20 Q 405 The one that I have just given you, do you see a withdrawal from that  
21 investment account in the sum of 37,553.74?

22 A No.

23 Q 406 No. So do you accept now that you must have been in error earlier when you  
24 thought that the sum of 37,553.74 came from that investment account?

25 A No.

26 Q 407 I see.

27

28 CHAIRMAN: But sure how could it come from the account, Mrs. Flynn, if it's  
29 not referred to in the statement? If it came from the account, it would be  
30 there in black and white. But it does appear in the Monaghan account.

1 A Well I didn't withdraw it from the Monaghan account.

2

3 CHAIRMAN: Right.

4

5 Q 408 MS. DILLON: Yes, it wasn't suggested that you had withdrawn it from the  
6 Monaghan account, simply that a withdrawal of that amount had taken place on  
7 the Monaghan account. And you will see from your own bank statement in  
8 relation to the investment account that covers exactly the same period which is  
9 in your hand and is not on the screen but it covers the period of your bank  
10 statement which is on the screen, that there is no withdrawal from that account  
11 which could account for a lodgment of 37,553.74 to your own account, do you  
12 accept that?

13 A I accept that there, yes.

14 Q 409 Now, can I take you back to the farm at Coolass and I think the reason that it  
15 was necessary for you to establish that you were in receipt of farming income  
16 was in order to obtain a premium in relation to providing a forest on the  
17 lands, is that correct?

18 A That's correct, yes.

19 Q 410 And that I think, page 4883, that the effect of establishing that meant that  
20 you were entitled as the landowner, isn't that correct, to a premium for 20  
21 years?

22 A That's correct.

23 Q 411 And the amount of that premium on an annual basis is 7,064.35?

24 A That's correct.

25 Q 412 And that you were paid a lump sum of two years together once you had sorted out  
26 or established that you were in fact in receipt of farming income, isn't that  
27 correct?

28 A Yes.

29 Q 413 Yes, that the delay in you getting your premium was attributable to the  
30 necessity for you establishing that you were in receipt of farming income?

- 1 A Sorry, I have lost the trend, I have lost -- sorry I have lost you.
- 2 Q 414 I'll take it in stages, you owned the farm of land at Killala, isn't that  
3 right?
- 4 A Yes.
- 5 Q 415 It's bought in your name?
- 6 A That is correct.
- 7 Q 416 You applied for a forest premium grant or premium, isn't that right?
- 8 A That is correct.
- 9 Q 417 And in order to be entitled to get that premium, it was necessary for you to  
10 show that 25 percent of your income was earned from farming, isn't that right?
- 11 A That is correct.
- 12 Q 418 Having satisfied the Department of Fisheries or the Department of Agriculture  
13 and Fisheries that that so, the grant issued, isn't that right?
- 14 A That is correct.
- 15 Q 419 And the grant that issued is the document that we see on screen that it is a  
16 premium that lasts for 20 years and it pays an annual premium of 7,064.75,  
17 isn't that right?
- 18 I'll read you the letter, Mrs. Flynn, so that you are not in any doubt about  
19 it. "I am directed by the Minister for the Marine and Natural Resources to  
20 inform you that a forest premium has been approved under the above scheme in  
21 respect of your plantation. This land has been classified as more severely  
22 handicapped and will be paid at the following farmer rates over a period of 20  
23 years." Do you agree that the period of time is 20 years?
- 24 A I do, yes.
- 25 Q 420 It then sets out and I accept it's quite hard to read it, different types of  
26 plantations that have taken place on the land, species and area rate and the  
27 total amount and the next sentence says "The total premium amounts to 7,064.35  
28 per annum and a payable order for 14,128.70, representing your first and second  
29 premium now due will issue shortly".  
30

1 I think in fact you paid that to contractors who have planted the land for you,  
2 isn't that right?

3 A Yes, that's correct.

4 Q 421 Therefore what you will receive from this scheme is a sum in excess of 140,000  
5 pounds over 20 years?

6 A Well I would take it, I haven't added it up.

7 Q 422 I am simply asking you to multiply 7,064.35 by 20 and you will come up with a  
8 figure of just over 140,000 pounds?

9 A That is correct.

10 Q 423 And that that, provided the Tribunal is satisfied that it was the enrichment of  
11 Mr. Gilmartin's money that led to the acquisition of the lands, that is the  
12 benefit that has accrued to you, isn't that correct? At the end of the day,  
13 from Mr. Gilmartin's money, if Mr. Gilmartin's money was used to buy the lands,  
14 isn't that right?

15 A I disagree with that.

16 Q 424 You disagree with what exactly.

17

18 MR. MADDEN: Sorry, Chairman, that's a matter for the Tribunal.

19

20 MS. DILLON: I agree.

21

22 MR. MADDEN: And it should not have been asked.

23

24 CHAIRMAN: Yes, but it's just that Mrs. Flynn wants to say something, I don't  
25 know whether she wants to as a result of it. Do you disagree with that  
26 suggestion?

27

28 MR. MADDEN: Sorry on behalf of Mrs. Flynn, that question should not have been  
29 asked, it was not put in as a question and it is a matter for the determination  
30 of the Tribunal at the at the end of the day and Mrs. Flynn's view in relation

1 to it, I would submit, is irrelevant. And it's not a proper question to ask  
2 the witness.

3  
4 Q 425 MS. DILLON: There's one further matter, sorry, two further matters I want to  
5 ask you about Mrs. Flynn, if I can. On the 3rd October 1989 a sum of 25,000  
6 pounds was withdrawn from your external deposit account, bearing numbers  
7 10000-022 and for the record, can I amend what's on the page at 4927 where I  
8 gave the incorrect bank account number for this account, I think I called it  
9 002 but it should be 10000-022. Page 381 please. Sorry, 381. This is the  
10 bank account in question, again, Mrs. Flynn and you will see there that there  
11 is a debit of 25,000 pounds on the 3rd October 1989. Do you see that?

12 A I do, yes.

13 Q 426 And do you agree that you were likely to have been the person who made that  
14 withdrawal?

15 A Yes.

16 Q 427 And that I think you said it was possibly for probably in cash?

17 A Yes.

18 Q 428 After that sum was withdrawn, would you have anything to do with its  
19 disposition, with what happened to it afterwards?

20 A No.

21 Q 429 So you are not in a position to help the Tribunal with what happened to that  
22 money?

23 A No.

24 Q 430 And that is a matter that your husband can deal with, is that correct?

25 A Yes.

26 Q 431 Can I ask you whether you know anything about a lodgment of a transaction  
27 involving 33,000 pounds on the 31st December 1993. You will be aware that the  
28 Tribunal has written to you about this transaction, Mrs. Flynn and you have  
29 been asked as has your husband, to explain the transaction, you will also be  
30 aware that no explanation has yet been furnished to the Tribunal.

- 1 A Sorry, the -- may I ask you to repeat the question?
- 2 Q 432 I will. Do you know anything about a transaction involving 33,000 pounds on  
3 the 31st December 1993. If I show you the documents, it might help you.
- 4 A Yes, please.
- 5 Q 433 If I could have page 454 please. Now, this is a National Irish Bank document  
6 and at the very bottom of the page, I want you to see where it says "message",  
7 it says "On behalf of clients P and D Flynn" do you see that on the document in  
8 front of you?
- 9 A Yes.
- 10 Q 434 Do you see that?
- 11 A Yes.
- 12 Q 435 Do you accept that the P and D Flynn who are referred there are Padraig Flynn  
13 and Dorothy Flynn?
- 14 A I have never seen this document before.
- 15 Q 436 The document is and has been in the brief since January.
- 16 A I have never seen it.
- 17 Q 437 As you wish, but in any event, do you accept that this National Irish Bank  
18 document is referring to a transaction that involves yourself and your husband  
19 as clients?
- 20 A In 1993?
- 21 Q 438 Yes.
- 22 A I --
- 23 Q 439 You don't know?
- 24 A I don't know.
- 25 Q 440 Well page 453, which is the back of this document, where it says signature of  
26 remitter, the remitter is Beverly Cooper Flynn, do you see that?
- 27 A I do.
- 28 Q 441 If we go back now to the first page at page 454 and leaving aside for the  
29 moment whether you accept that's a transaction on your behalf or not, you will  
30 see that what is being requested at the top of the page is please transfer US

1 dollars 46,361.75 US dollar equivalent of European pounds 33,000, do you see  
2 that?

3 A I do.

4 Q 442 Right. And in effect, as I understand it and I'm sure that Ms. Beverly Cooper  
5 Flynn will be able to clarify it for us next week, but I understand it, there's  
6 a request by National Irish Bank to a bank in New York to buy 46,361 US  
7 dollars, 33,000 Irish. Do you understand that?

8 A I understand, yes.

9 Q 443 Now that, if we move down through the form to the third box down, where the  
10 money is being directed to, in dollars, is the Chemical Bank in New York and  
11 the beneficiary's name which is in the adjoining box, is Robert Fleming and  
12 Company, Luxembourg branch, do you see that?

13 A Yes.

14 Q 444 And you will have recollected earlier when we were looking at the investments  
15 that were made on your behalf in November of 1989, they were invested with  
16 Flemings, isn't that right?

17 A I'm sorry, I know nothing about it.

18 Q 445 We'll go through the documents in any event. If we could have 452 please, this  
19 document is easier to read. Now on the 31st December 1993, National Irish Bank  
20 Limited ordered 46,361 US dollars, which were vetted to an account in Chemical  
21 Bank in New York on Robert Fleming on behalf of clients P and D Flynn, do you  
22 see that?

23 A Yes.

24 Q 446 Now, do you accept that it is likely that the P and D Flynn in question are  
25 Padraig and Dorothy Flynn, you see where it says 170 on the document?

26 A Yes.

27 Q 447 Do you accept that it is likely that the clients of National Irish Bank who  
28 were involved in this transaction named P and D Flynn was yourself and your  
29 husband Padraig?

30 A I accept that, yes.

1 Q 448 You would accept that. At 4904 --

2 A Sorry, Mr. Chairman, I am being asked about something that I actually don't  
3 know anything about.

4

5 CHAIRMAN: Well that's fine, if you don't know --

6 A I have never seen these forms. And I don't know anything about them.

7

8 CHAIRMAN: Well you can see that to each question if that's --

9 A Right, okay.

10

11 MS. DILLON: Matheson Ormsby and Prentice who are solicitors for National  
12 Irish Bank have told the Tribunal that in relation to that transaction on the  
13 31st December 1993, "our clients explained highlighted account number 900348  
14 represent --

15

16 MR. MADDEN: Sorry, Chairman I hate to interrupt this, but I think there might  
17 be a problem in relation to this documentation which has been referred to now.  
18 It's a matter which has been the subject of correspondence between the Tribunal  
19 and my instructing solicitor in recent days and I think without going into it  
20 in public, given the nature of what's in that letter, that this line of  
21 questioning should not be pursued.

22

23 CHAIRMAN: Well --

24

25 MR. MADDEN: Unless the consent of the Flynns has been obtained.

26

27 CHAIRMAN: Yes, except that Mrs. Flynn, I mean the purpose of the --

28

29 MS. DILLON: Sorry my friend is incorrect in -- I just answer that, while  
30 there was a difficulty in relation to other documents, I would draw my friend's

1 attention to the date of this transaction and to the orders that were made  
2 against both his clients and National Irish Bank, which detail transactions up  
3 to and including the 1st of February 1994. And therefore this transaction is  
4 covered both by order made against Mr. and Mrs. Flynn and by one of three  
5 orders that were made against National Irish Bank. I accept that Mr. Madden is  
6 correct in relation to other documents but they are not the documents that  
7 relate to this transaction.

8  
9 CHAIRMAN: Do you want us to rise again to?

10  
11 MR. MADDEN: I think, Chairman, there is a problem. We need to clarify this  
12 issue definitively.

13  
14 CHAIRMAN: If you take it off the screen for the moment.

15  
16 CHAIRMAN: Well would it -- do you want to talk to Ms. Dillon then and --

17  
18 MR. MADDEN: I think it might be helpful if I spoke to Miss Dillon for one  
19 moment.

20  
21 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

22 **AND RESUMED AS FOLLOWS:**

23  
24 MS. DILLON: Mr. Madden is quite correct, the letter has not been on screen  
25 and we will take steps to draw withdraw it from the brief it should not have  
26 been circulated. The documents behind that letter have not been included in  
27 the brief and he is absolutely correct, it should not have been there, I  
28 apologise to Mr. Madden and the Flynn's in connection with that.

29  
30 Q 449 If I go back to the transaction in question, Mrs. Flynn, it would appear from

1 documentation supplied by your husband's accountants KPMG page 19 are 45, that  
2 that investment that started out at 33,000 pounds in Ireland and 46,000 dollars  
3 approximately in America, ultimately was returned in March of 2000 at page 4915  
4 in the sum of 66,501.64. Now what I'm at all concerned about that being the  
5 end result of the transaction, what I am concerned about and see if you can  
6 assist the Tribunal is in relation to the commencement of the transaction in  
7 December 1993. Do you know where the 33,000 pounds came from that was used to  
8 fund that transaction?

9 A No.

10 Q 450 No. Can you assist as to whether it might have come from the 25,000 pounds  
11 that you withdrew on the 3rd October of 1989, from effectively or substantially  
12 Mr. Gilmartin's money?

13 A I don't know.

14 Q 451 Who is the person who can assist the Tribunal with establishing the source of  
15 that 33,000 pounds --

16 A My husband.

17 Q 452 Pardon?

18 A My husband.

19 Q 453 The Tribunal has written to your solicitors on a number of occasions in  
20 connection with that fund and you haven't been in a position to provide the  
21 information sought. Could I have 4914 please. You will see there a letter in  
22 relation to the 33,000 pounds investment on the 31st December 1993, and you  
23 were asked to provide details of the source of this sum that was paid into the  
24 fund and that that information should include but not be limited to the names  
25 and addresses and account numbers or accounts, through which the money passed  
26 through prior to the investment into the aforementioned fund. And you haven't  
27 replied to that letter, isn't that right?

28 A I don't know.

29 Q 454 You don't know. And insofar as and the one final matter I want to draw to your  
30 attention is that there was an the 23rd July 1990 a sum of 10,000 pounds added

1 to one of the funds that investment had been made from. Do you -- can I have  
2 page 4906 please.

3 Again, you will see there that this is a lodgment that's been made on behalf of  
4 Pdraig Flynn into Fleming's Eastern Opportunities Fund on the 24/7/1990 and  
5 the applicant is Beverly Cooper Flynn and the amount is 10,000 pounds, do you  
6 see that?

7 A Yes.

8 Q 455 Do you accept that the Pdraig Flynn in question is your husband and the  
9 Beverly Cooper Flynn there, is your daughter?

10 A That's correct.

11 Q 456 Do you have any idea of the source of that 10,000 pounds?

12 A No.

13 Q 457 Do you agree with your husband's position as stated in correspondence to the  
14 Tribunal that it in fact is sourced from the 25,000 pounds that you withdrew on  
15 the 3rd of October 1989?

16 A I don't know.

17 Q 458 You don't know. Right. I'm not in any way trying to put you into a corner in  
18 relation to this, Mrs. Flynn, but for someone who describes herself in her  
19 statement to the Tribunal as dealing extensively with these accounts, you seem  
20 to have very limited information that could be of assistance to the Tribunal,  
21 is that correct?

22 A That would be -- I'm not, I have no legal training and I have no accountancy  
23 training.

24 Q 459 Right. And insofar as the tracking or tracing of this money or what was done  
25 with this money or the investments in relation to it, was that carried out in  
26 the main by your husband?

27 A I don't know.

28 Q 460 Well who was it carried out by?

29 A Well, I suppose the two of us. Me to a limited extent.

30 Q 461 I see. If I can summarise what you told the Tribunal in relation to the three

1 non-resident accounts that we looked at today, you can offer no assistance in  
2 relation to those lodgments other than that they probably occurred, is that a  
3 fair statement of your state of knowledge in relation to those bank accounts?

4 A Yes.

5 Q 462 Yes. Insofar as the withdrawals of these sums from Mr. Gilmartin's money is  
6 concerned and what happened to them afterwards, while you appear to accept  
7 what's contained in documents, your evidence appears to be that you had nothing  
8 to do with any of these investments, that a fair summary?

9 A That's true, yes.

10 Q 463 That you do not accept that the sum of 37,000 pounds that was withdrawn from  
11 the Monaghan bank account was lodged to your personal bank account, isn't that  
12 correct?

13 A That is correct.

14 Q 464 Although the bank account from which you thought that money had been withdrawn  
15 shows no such withdrawal, isn't that correct?

16 A That is correct.

17 Q 465 Yes. Would it be fair therefore to say that the person who has all of the  
18 information about these transactions and matters is your husband, Mr. Padraig  
19 Flynn or alternatively, your daughter, Ms. Beverly Cooper Flynn.

20 A I don't know.

21 Q 466 You don't know. Can you tell the Tribunal who was the person who agreed the  
22 purchase of the farm in Killala? Who organised that?

23 A Possibly my husband.

24 Q 467 Well when you say --

25 A And myself.

26 Q 468 Well do you --

27 A I bought the farm.

28 Q 469 Yes. Did you go and see it before you bought it?

29 A No.

30 Q 470 Have you ever set foot in it?

1 A No.

2 Q 471 Right. Did you ever farm it in any meaningful way?

3 A No.

4 Q 472 So, insofar as a decision was made to buy this farm, who found it?

5 A I don't know.

6 Q 473 Right. But you bought it?

7 A I bought it.

8 Q 474 Yes. All right. Thank you very much, Mrs. Flynn. If you answer any questions  
9 that anybody else may have.

10

11 MR. O'NEILL: No questions.

12

13 MR. MADDEN: I have no questions.

14

15 CHAIRMAN: Thank you very much, Mrs. Flynn for attending.

16

17 **THE WITNESS THEN WITHDREW.**

18

19 CHAIRMAN: The Tribunal won't sit in this module until Wednesday at half ten,  
20 is that right?

21

22 MS. DILLON: That is correct.

23

24 CHAIRMAN: But it will sit on Monday and Tuesday in relation to costs arising  
25 from the second and third interim reports.

26

27 MS. DILLON: Yes. And insofar as Mr. Redmond is concerned, can we defer him  
28 until next Wednesday. The dealing with the questions that Mr. Redmond wants  
29 put and we can take Mr. Redmond on Wednesday, I am obliged to you.

30

1 CHAIRMAN: Thank you.

2

3 **THE TRIBUNAL THEN ADJOURNED UNTIL MONDAY, 18TH JULY 2004**

4 **AT 10.30 FOR COSTS APPLICATIONS.**

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