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**THE TRIBUNAL RESUMED AS FOLLOWS ON WEDNESDAY,
6TH DECEMBER, 2006, AT 10.30 A.M.:**

CHAIRMAN: Good morning, Mr. O'Neill.

MR. O'NEILL: Good morning Mr. Chairman, Members of the Tribunal.

Mr. Dunlop, would you come to the witness box, please.

10:36:16 1 **FRANK DUNLOP, PREVIOUSLY SWORN, WAS QUESTIONED**

2 **AS FOLLOWS BY MR. O'NEILL**

3

4 CHAIRMAN: Good morning, Mr. Dunlop

10:36:26 5 A. Good morning, Chairman. Good morning, Judges. Good morning, Mr. O'Neill.

6

7 Q. 1 MR. O'NEILL: Yesterday we were dealing, Mr. Dunlop, with the question of

8 whether or not there had been any formal arrangement between the participating

9 individuals and corporations as regards the ultimate division of the profits

10:36:44 10 which might result from the venture having been successful and I think you've

11 indicated that there was neither a shareholders agreement nor a partnership

12 agreement. Nor was there any trust or other arrangement that you are aware of,

13 certainly in relation to your own shareholding, shareholding might be the wrong

14 word. But certainly in relation to your own expectation. It had not been

10:37:11 15 formalised or categorised into any particular heading and you say this was a

16 matter which was left to be determined once the rezoning had been successful

17 and the next phase of the project, namely, the financing of the project or the

18 funding of the option and such matters took place, is that right?

19 A. That is correct.

10:37:35 20 Q. 2 All right. And I was exploring with you whether or not you knew of any of the

21 other participants having had arrangements as between themselves as to what was

22 to take place in the eventuality of success?

23 A. Yes, and my -- sorry.

24 Q. 3 And you were I think saying to me that A, you could only speak for yourself.

10:37:59 25 But I think that you equally agreed that if there was to be some shares of the

26 cake being handed out you would have to know about it because it would effect

27 your share?

28 A. Correct. And I put it in the context, Mr. O'Neill, of the story in relation to

29 the names that were published.

10:38:15 30 Q. 4 Yes?

- 10:38:17 1 A. There was never any discussion with me as to the participation of any of those
2 names or any indication ever given to me that any of those names would, were or
3 possibly might be ultimately involved.
- 4 Q. 5 Right. Nor would you have expected that information to be provided to you even
10:38:36 5 if the matter had been successful. Because your interface was on the one hand
6 with the councillors and then behind that with Mr. Lawlor on the motions and
7 Council side of things, but as regards finance it would be with Davy Hickey.
8 It was a matter for them?
- 9 A. Correct.
- 10:38:54 10 Q. 6 They would deal with that aspect of it, that's why they were there?
- 11 A. Correct.
- 12 Q. 7 So nothing turns on the fact that you didn't know the names of the individual
13 backers who might ultimately come on board, isn't that right?
- 14 A. Certainly.
- 10:39:08 15 Q. 8 But you do know, I think, from your long personal experience of Mr. Liam Lawlor
16 that the likelihood of him not being rewarded for his considerable efforts here
17 is remote if none existent, isn't that right?
- 18 A. That question has been put to me on a number of occasions.
- 19 Q. 9 Yes?
- 10:39:28 20 A. Including by yourself. I have always tried to come up with a formula of words
21 that gives the essence of it. I believe that it is inconceivable that Liam, as
22 I knew him, would in effect be doing the type of work that he was doing for the
23 good of society generally solely.
- 24 Q. 10 Yes. And in relation to the Baldoyle lands specifically and I'm talking now
10:40:03 25 about the lands which were not the subject of this particular option, that is
26 the Pennine Holdings option but rather which were the subject of the Bauval
27 option. You may be aware of the fact that Mr. Lawlor has already given
28 evidence on that issue when he confirmed that he received some 300 --
29 translated as 825,000 deutsche marks. I think at the time it was 335,000
10:40:36 30 pounds for his share in relation to ten acres or thereabouts of this particular

10:40:47 1 Baldoyle holding, isn't that correct?

2 A. Yes, that's correct.

3 Q. 11 So a measure of his expectation of what he was likely to get per acre on this

4 was certainly up to 30,000 pounds an acre of it was intended for him. That was

10:41:01 5 his aspiration. I'm not saying that he may have attained it in this. You

6 can't answer that. But you certainly, I take it, are aware having followed the

7 events in the Tribunal itself. That that was Mr. Lawlor's reward for a ten

8 acre involvement?

9 A. Yes, and this may not be ad rem Mr. O'Neill, but it goes to the core of the

10:41:27 10 evidence that I have given in relation to the genesis of my involvement in

11 relation to Baldoyle. It came from Liam. Liam was the primary motivator in my

12 becoming involved and subsequently discussing the matter with the individuals

13 concerned. And as I think I indicated again in another Module, but at the time

14 that the genesis of my involvement occurred I was not aware that Liam had

10:41:56 15 already or was about to or enter into an option agreement with other parties,

16 including the main party, namely, Mr. John Byrne in relation to a body of lands

17 in the same totality.

18 Q. 12 Yes. Just to deal with that particular option. That option was signed on the

19 4th of November of 1988?

10:42:20 20 A. That's right.

21 Q. 13 So it predated your particular option by three years, albeit that it didn't

22 come to fruition as regards Mr. Lawlor's interest until a later date?

23 A. Yes.

24 Q. 14 But if we were to apply something in the region of what Mr. Lawlor obtained for

10:42:38 25 his involvement in that ten acres, his aspiration would have been to make

26 millions out of this transaction, isn't that right?

27 A. That's correct, yes.

28 Q. 15 As you are telling us, the matter passed from the 1993 Development Plan into

29 the new Fingal County Council area and their own local area plan which would

10:43:04 30 follow and you had no participation in that, isn't that right?

10:43:07 1 A. No, there was some discussion. Tangential discussion about the possibilities
2 of so doing. But that never came to anything.

3 Q. 16 All right. But you do know or you believe that Mr. Lawlor had a continuing
4 wish to involve himself with Mr. Byrne?

10:43:22 5 A. Yes.

6 Q. 17 In that project?

7 A. Yes.

8 Q. 18 Albeit not with you?

9 A. Correct.

10:43:27 10 Q. 19 If we can move now, Mr. Dunlop, from that area to the area of payments to you.
11 You've already dealt with payments by you to others and I now want to deal with
12 the question of payments made to you. And in dealing with the payments made by
13 you. You tried to establish a window of opportunity when one might look to
14 financial transactions within that period to see what their relationship was
10:43:59 15 with the Pennine Holdings option. And in relation to the payments out, we did
16 that by reference to the councillors possible involvement in motions to rezone.
17 And therefore, that ran from March of 1991 until September of 1991. We've been
18 looking at a broader --

19 A. '93.

10:44:21 20 Q. 20 I beg your pardon, yes. '93 in both instances. March 1993 to September 1993
21 was the motion period?

22 A. Correct.

23 Q. 21 And during that period you say the payments were made and therefore we examine
24 the financial payments out by you in that time to see whether or not we can
10:44:44 25 relate any one of those to any Pennine Holdings motion or any involvement of a
26 Councillor in that process. And equally, when looking at the payments to you,
27 I'd like to fix a window where we might examine those payments.

28

29 And could I suggest that it would start probably with January or so of 1991
10:45:08 30 when the first formalised arrangements in relation to the Pennine Holdings

10:45:16 1 option lands took place as reflected by the payment of the 5,000 pounds for the
2 deposit and the initial setting up of Pennine Holdings starting in February of
3 the same year

4 A. Yes.

10:45:32 5 Q. 22 And whereas the period might end in 1993 when effectively you washed your hands
6 of events from the point of view of a rezoning motion being a live issue in
7 that particular project, which again is probably September of 1993?

8 A. Yes.

9 Q. 23 So in that period from 1991 to 1993 I'm going to be focussing on payments which
10:45:59 10 were made to you by Davy Hickey Properties, the individuals behind Davy Hickey
11 Properties, that is Mr. Hickey and Mr. Shubotham and where it is relevant to
12 identify a particular individual being the payer, I'll mention that. Otherwise
13 I'm going to treat them really as the Davy Hickey payments if you don't mind.
14

10:46:24 15 I appreciate that it encompasses such entities as City West Limited, Newlands
16 Industrial Park Limited. East View Partnership Unlimited, Mr. David Shubotham

17 A. Yes.

18 Q. 24 But all of those for the moment, just for the moment, I will treat as the Davy
19 Hickey payments in that period?

10:46:42 20 A. Fine.

21 Q. 25 And we will see that during that period, during that window, there were
22 payments made of 62,500 pounds, and those payments are broken down into five
23 payments.
24

10:47:00 25 The first of which was a payment of 20,000 pounds, which was made in June of
26 1991.
27

28 The next payment was made in January 1992, of 10,000 pounds.
29

10:47:22 30 The next payment in August of 1992, of 2,500 pounds.

10:47:22 1
2 The next payment in November of 1992, of 10,000 pounds.
3
4 And the next and final payment of 20,000 pounds, made in March of 1993.
10:47:34 5
6 They are March 1993. It's a payment which was made --
7 A. Mr. David Shubotham, yes sorry, Mr. O'Neill, I beg your pardon.
8 Q. 26 Mr. David Shubotham. Those payments, each one of those payments was made to
9 Shefran Limited, isn't that so?
10:47:55 10 A. Correct.
11 Q. 27 And those payments, five in all, of the five four were made attributed to City
12 West, isn't that so?
13 A. Yes.
14 Q. 28 One to Baldoyle. Of the five payments three had a political or politicians as
10:48:19 15 the recipients of some or all of those funds. One of them or two of them were
16 unattributed as to ultimate destination, that's the 2,500?
17 A. Yes.
18 Q. 29 And the 20,000 in March 1993?
19 A. Yeah.
10:48:36 20 Q. 30 And of the three payments that have a political aspect to them, you say two
21 only were advised to Davy Hickey Properties as being for political reasons and
22 the other was not disclosed to them as being for politicians, though it was in
23 part and probably in the majority paid to politicians?
24 A. Correct.
10:49:01 25 Q. 31 And the last of those payments is the last mentioned of those payments being
26 the 10,000 pounds that you relate to Baldoyle, isn't that so? In relation to
27 Shefran being the recipient of these funds. Shefran was a limited liability
28 company, as we know. It took its name from the first letters of your wife's
29 name and the first letters of your own name, isn't that right?
10:49:31 30 A. Correct, yes.

- 10:49:32 1 Q. 32 It was not a trading company?
- 2 A. No.
- 3 Q. 33 It was not VAT registered?
- 4 A. No.
- 10:49:38 5 Q. 34 It was not providing any PR services to any clients?
- 6 A. No.
- 7 Q. 35 It was, however, providing bogus invoices in relation to payments which were
- 8 made to it, isn't that so?
- 9 A. Yes, that is correct.
- 10:49:54 10 Q. 36 Those invoices were invoices described as being, in the main, those we've
- 11 actually seen, I should say, refresher payments vis-a-vis strategic and
- 12 educational services or some other verbiage, isn't that correct?
- 13 A. Correct.
- 14 Q. 37 But in fact there was no substance to either the content of the invoice or to
- 10:50:18 15 the fact that they represented a commercial transaction, isn't that correct?
- 16 A. None whatever.
- 17 Q. 38 And in each one of the payments that we have discussed to date, that is those
- 18 five particular payments, all of them were made payable by the donors to that
- 19 entity, isn't that right that?
- 10:50:37 20 A. That is correct, yes.
- 21 Q. 39 The monies which were made paid to Shefran --
- 22 A. Sorry Mr. O'Neill, did you say all five?
- 23 Q. 40 Yes.
- 24 A. Yes. Well --
- 10:50:50 25 Q. 41 If there is one you want to question we can certainly check it for you.
- 26 Insofar as invoices have been made available to us?
- 27 A. Yes.
- 28 Q. 42 Because there isn't an invoice for each one of these payments?
- 29 A. That's just the point, yes.
- 10:51:02 30 Q. 43 But we will be looking at the records of the donors and we will see from the

- 10:51:08 1 donors that they have distinguished these payments in those instances where
2 they have kept records as being payments to Shefran?
- 3 A. Correct.
- 4 Q. 44 So you don't take issue with the fact that they all were Shefran payments?
- 10:51:23 5 A. The only reason I raised the question was in relation to the last one, which
6 was the 20,000 pounds made payable by David Shubotham.
- 7 Q. 45 Yes?
- 8 A. We don't have, sorry, we don't have a record of the cheque.
- 9 Q. 46 We have the bank statement, however, which states that it was paid by cheque to
10 Shefran Limited?
- 11 A. Yes.
- 12 Q. 47 So had it been made payable to somebody else, no doubt private banking, Bank of
13 Ireland would have noted that it was to you or to Frank Dunlop & Associates or
14 whatever but they didn't. They record it as a payment to Shefran Limited. So
10:51:56 15 that in each one of these payments we're talking about Shefran payments. And I
16 think that amongst the matters that Shefran was lacking was its own bank
17 account, isn't that right?
- 18 A. That is correct.
- 19 Q. 48 And indeed, these were cheques which were in almost every instance cashed by
10:52:19 20 you, put into cash format and then applied in certain ways which might include
21 lodging them to various other bank accounts, including and probably in the main
22 the account of yourself and your wife at Rathfarnham in Dublin, isn't that
23 correct?
- 24 A. That's correct, yes.
- 10:52:39 25 Q. 49 In distinction to the accounts of Frank Dunlop & Associates, which were held
26 elsewhere and were the accounts through which what I might call the legitimate
27 business of Frank Dunlop & Associates was conducted?
- 28 A. That's correct, yes.
- 29 Q. 50 Isn't that so? As regards the monies which were paid to Shefran, I think it's
10:53:04 30 correct to say that you have described those funds in a number of ways. You've

10:53:10 1 described those funds as comprising the war chest. The stash of cash. The
2 confluence of funds. And all of those I think are indicative of the fact that
3 this was the fund, might colloquially be called a slush fund, from which the
4 payments were made to politicians to secure their votes in respect of rezoning
10:53:39 5 motions in the 1991 to 1993 review?

6 A. Correct.

7 Q. 51 Isn't that so?

8 A. Yes.

9 Q. 52 Now, those monies which were paid in this way were dealt with by you in the
10:54:02 10 most recent statement which you provided to the Tribunal, isn't that right?

11 A. Yes.

12 Q. 53 And we might start perhaps with how you account for those individual payments
13 in that statement.

14

10:54:13 15 It's at page 2840. The body of the statement before that you set out the
16 narrative history of events leading to the payments. And this really is the
17 itemised description insofar as it is a description of what happened as to what
18 these payments were about, isn't that right?

19 A. That's correct, yes.

10:54:53 20 Q. 54 Your statement in the first instance had been sought from you in relation to
21 specific instance including payments and as much detail as necessary was being
22 sought from you. And this is your response, isn't that right?

23 A. Correct, yes.

24 Q. 55 And if we deal with the first in time of the payments, that is the one in June
10:55:14 25 of 1991. You say at item A:

26

27 "This was invoiced by and paid to Shefran Limited. The monies related to City
28 West lands. This cheque was either cashed or lodged and withdrawn and formed
29 part of the confluence of funds available for distribution to councillors".

10:55:40 30

10:55:40 1 And then we move to the second payment of 10,000 pounds in January 1992.
2
3 "This payment related to the Baldoyle East View lands. It was invoiced and
4 paid to Shefran Limited. This cheque was either lodged to the Shefran account,
10:55:56 5 lodged and withdrawn or cashed and formed part of the confluence of funds
6 referred to as heretofore. This payment was sought to defray unspecified
7 expenses incurred in the rezoning project. While some of these funds may have
8 been paid to councillors DHPL were not so advised".
9

10:56:21 10 The third of the relevant payments then is D, the 10,000 pound payment at the
11 end here. November 1992.
12

13 Though there is an intermediary payment in sequence, which we'll see on the
14 next page. This is in November 1992.

10:56:37 15
16 "This payment related to the City West lands. It was invoiced by and paid to
17 Shefran Limited by cheque. This money was either lodged, lodged and withdrawn
18 or cashed and formed part of the confluence of funds referred to heretofore.
19 Some of this money may have been used personally".

10:56:57 20
21 That addition distinguishes that particular entry from the first payment of
22 20,000, isn't that right?

23 A. Correct.

24 Q. 56 And if we turn then to page 2841.

10:57:09 25
26 This payment was in August and therefore it sequentially is ahead of the last
27 payment but it's a smaller amount. And it is dealt with here.
28

29 Its description being "this was invoiced by Shefran Limited and paid by
10:57:25 30 Newlands Industrial Park Limited. Subsequent to the re issue of the invoice at

10:57:29 1 the request of Mr. Brendan Hickey and related to the City West lands."
2
3 And the next payment then is the one beneath it. 20,000 pounds 1993.
4
10:57:44 5 "At some time in 1993 I was paid 20,000 pounds by David Shubotham personally.
6 This payment related to the City West lands."
7
8 So that is the information that you provided by way of statement, detailing
9 these individual payments, which total 62,500, isn't that right?
10:58:08 10 A. Correct.
11 Q. 57 And I think that you also refer at the very bottom here to there being a
12 payment which is unquantified and unspecified as regards when it was paid to
13 you. And that is at item I, the second last paragraph up "I believe I was paid
14 a token fee by City West regarding the material contravention in 1990. This
10:58:35 15 token fee related to the City West lands, do you see that?
16 A. Yes.
17 Q. 58 So that when we're looking at the totality of these cash payments which are
18 made or cheque payments transmuted into cash, there also is a payment described
19 as a token fee for City West, which is not quantified, isn't that right?
10:59:03 20 A. It's not quantified. But I think I did say to you yesterday or maybe on
21 Friday, I can't remember.
22 Q. 59 Yes?
23 A. That I believe it was of the order of 5,000 pounds.
24 Q. 60 Right. And I think that there was indeed another payment, albeit I think from
10:59:16 25 your description of the events, it wasn't made to you in cash but it
26 constituted a substitution for your fee of an equity interest in the property,
27 isn't that right?
28 A. That's correct.
29 Q. 61 And I think you may have seen this morning a document. Page 3058, please.
10:59:36 30

10:59:36 1 This document, it was generated in 1992 on the 29th of July by Mr. Ahern, who
2 is a Bank Manager with whom you had a considerable amount of dealings in
3 relation to your cash affairs and your accounting in Dublin, isn't that right
4 A. That's correct, yes.

10:59:58 5 Q. 62 Mr. Ahern was a person who cashed cheques for you when you presented them to
6 him, albeit that they might be in the name of Shefran or otherwise, isn't that
7 correct?
8 A. Correct.

9 Q. 63 The context in which he's writing this letter was at a time when you were
11:00:15 10 seeking to borrow 100,000 pounds on a short term basis until December of 1992.
11 The purpose of the borrowing was to purchase five acres in Newlands Business
12 Park. A Davy Hickey development covering some 300 acres, zoning and planning
13 permission are fully in place and the offer price per acre is 20,000 pounds.
14 I'm not quite sure what the CMV is but current market value I'm being told?

11:00:48 15 A. Yes.

16 Q. 64 29,000 an acre. He already holds 15 acres which has been funded by cash
17 55,000, fee waiver of 75,000.
18
19 Now, I think the rest of it isn't particularly material to us. I'm not going
11:01:05 20 to consider that.
21
22 But as regards the funding of that initial investment. Mr. Ahern has obviously
23 been informed that the funding of your initial 15 acre stake in this venture
24 was by way of a waiver of 75,000 pounds in fees

11:01:24 25 A. Correct.

26 Q. 65 And is that the City West waiver of fees?
27 A. Yes. I think I pointed that out to you yesterday when you asked me about
28 though we had not sourced the original document of the letter from
29 Mr. Shubotham in relation to fees which I said was a composite sum of the order
11:01:42 30 of 75, which was to be paid with a token payment in advance or at the time,

11:01:49 1 some payment midway. And then what I loosely described although I don't
2 believe the phrase was used in the letter, a success fee.

3 Q. 66 Right?

4 A. Amounting to 75,000.

11:02:02 5 Q. 67 All right. The other sum here, the 55,000 pounds being a cash element. Can
6 you say from what source those funds came?

7 A. Yes. I believe that, I don't know why that's described as by cash.

8 Q. 68 Yes?

9 A. 55,000 came. But notwithstanding that. There was, I did borrow money from
11:02:26 10 Bank of Ireland -- Private Bank of Ireland in Fitzwilliam Square in relation to
11 the purchase of some extra, either extra shareholding or for the avoidance of
12 dilution. I cannot exactly tell you specifically which it was. But certainly
13 it was to maintain my position in relation to the shareholding.

14 Q. 69 Yes?

11:02:52 15 A. The arrangements to allow me to borrow from Bank of Ireland Private Bank in
16 Fitzwilliam Square was arranged by Mr. Shubotham.

17 Q. 70 Yes. But what this particular Manager is doing is he's carrying out an
18 evaluation to see how viable the process is and he's balancing on the one hand
19 your assets as against potential liabilities, isn't that right?

11:03:20 20 A. Correct, yes.

21 Q. 71 And when he quantifies your assets at the bottom here, that is to allow
22 Mr. Eddie Kay, who was going to perhaps make the final judgement on this, make
23 a decision as to whether or not there was sufficient collateral to permit of
24 this loan being made. And certainly it would have influenced his view to know
11:03:39 25 that the 55,000 was in itself borrowed, isn't that right?

26 A. Yes.

27 Q. 72 But you didn't say that?

28 A. Well, not from this note.

29 Q. 73 No?

11:03:49 30 A. That is why I dispute the use of the phrase cash. I just can't account for the

- 11:03:54 1 use of the phrase "cash" there. But certainly for me, I cannot understand why
2 I would be saying or he would be understanding that I had paid cash.
- 3 Q. 74 Yes?
- 4 A. For my shareholding. Or any shareholding which I had. I never did. Who would
11:04:15 5 I pay the cash to other than to Davy Hickey Properties.
- 6 Q. 75 Yes?
- 7 A. Which is an unlikely event, I suggest, that I would be paying cash to Davy
8 Hickey Properties. What was seriatum what occurred was we had a fee note. The
9 fee note wasn't paid, apart from the nominal payment in advance. There was an
11:04:35 10 arrangement, a discussion, which transmuted itself into a shareholding and
11 there was a process whereby I either had to -- there was an offer to the
12 partners or the shareholders for extra, an extra shareholding or to avoid
13 dilution. As I say, I cannot tell you which.
- 14 Q. 76 Fine. Just to finalise on the 55,000 side of it, you're saying that Mr. Ahern
11:05:04 15 is inaccurate insofar as he refers to it as cash. You don't understand how he
16 could do so because not only would you not have mentioned cash because it
17 wasn't cash. But also he must have got it wrong because this sum was a
18 borrowing, it wasn't an asset?
- 19 A. Yes.
- 11:05:22 20 Q. 77 In other words, it was a liability and not something which he should have taken
21 into account in evaluating the risk on this venture, isn't that correct?
- 22 A. That's correct. With the added rider, as I've pointed out to you, that were I
23 to be buying an extra shareholding in an exercise to avoid dilution, I would
24 not be paying cash to Davy Hickey Properties.
- 11:05:46 25 Q. 78 Yes. In either event, he has got it wrong from that point of view?
- 26 A. Uh-huh.
- 27 Q. 79 But what is undoubtedly not in dispute as far as you're concerned is that you
28 were in a position to quantify for his benefit the extent of the fee waiver, if
29 I could call it that?
- 11:06:06 30 A. Yes.

- 11:06:06 1 Q. 80 In relation to City West at 75,000 pounds, isn't that right?
- 2 A. That's correct.
- 3 Q. 81 And that, of course, would have been an earning of Frank Dunlop & Associates
- 4 Limited?
- 11:06:17 5 A. Yes.
- 6 Q. 82 That is the company which had provided this service, isn't that right?
- 7 A. That's correct, yes.
- 8 Q. 83 Though I think that you took the shareholding in the name of Shefran Limited,
- 9 isn't that right?
- 11:06:26 10 A. That is correct.
- 11 Q. 84 So effectively, this was an off the books transaction from the point of view of
- 12 Frank Dunlop & Associates, isn't that right?
- 13 A. Correct.
- 14 Q. 85 It would not have recorded having received the financial benefit for the work
- 11:06:41 15 in that year by means of this agreed system of payment?
- 16 A. That is correct.
- 17 Q. 86 At all, isn't that correct?
- 18 A. That is absolutely correct.
- 19 Q. 87 Now, that particular transaction then means that within the window that we're
- 11:07:01 20 looking at, you received in effect from Davy Hickey Properties and as I say,
- 21 that includes everybody involved, 137,000 pounds in cash and value during the
- 22 window that we're speaking of, isn't that right?
- 23 A. That is correct.
- 24 Q. 88 And in respect of that. You say that the earned element of it is 75,000, being
- 11:07:31 25 the amount we've just mentioned?
- 26 A. Yes.
- 27 Q. 89 And the balance of 62,500 are the sums which were paid to Shefran and which
- 28 have been treated by those who paid them in a particular way, isn't that right?
- 29 A. Yes.
- 11:07:45 30 Q. 90 Very good. We might review now the documentation in relation to the individual

11:07:54 1 payments, taking them in sequence.
2
3 The first of them is the payment of 20,000 pounds, on the 6th of June of 1991.
4
11:08:02 5
6
7 If we could have document 1443 on screen, please.
8
9 This document here, Mr. Dunlop is an exercise which was carried out in 2000 or
11:08:33 10 2001 by Davy Hickey to rationalise or prepare a ledger as to the expenditure
11 that they incurred in their dealings with you
12 A. Uh-huh.
13 Q. 91 And they have it under a number of headings here?
14 A. Uh-huh.
11:08:50 15 Q. 92 The first of them being City West payments to Frank Dunlop/Shefran Limited
16 identified as political contributions.
17
18 And beneath that there are two items. Reference 121, which I think may refer
19 to a cheque No. on the particular account. Date 6th of June 1991. Shefran
11:09:14 20 Limited 20,000 pounds. And the entry immediately beneath that is the payment
21 that we will be dealing with when we get to November of 1992.
22
23 We'll see that by way of comparison to other expenditure, as we move to the
24 next column heading it's City West other payments to Frank Dunlop/Shefran
11:09:47 25 Limited. In the main they are payments to Frank Dunlop and with one exception,
26 that is the 6th of August 1992, where we see a Shefran payment for 2,500. And
27 that is a payment which is made in August. And that will be one of the
28 payments that is considered in our review of five payments. It was I think
29 somewhat of a one off as regards the other payments which had been made.
11:10:23 30

11:10:23 1 All those other payments, I think, are payments which reflected reimbursement
2 to you for actual expenditure and work carried out in the City West project and
3 which was backed by invoices issued by Frank Dunlop & Associates, is that right
4 that

11:10:43 5 A. That is correct, yes.

6 Q. 93 So --

7 A. Bugger.

8 Q. 94 Did you want to qualify that or is it just that you've dropped something?

9 A. I do apologise. I just dropped the files.

11:11:01 10 Q. 95 So this document represented the position vis-a-vis Davy Hickey Properties and
11 Mr. Brendan Hickey in the year 2000 in seeking to account for the expenditure
12 to you of that 20,000 sum that we've spoken of?

13 A. Yes.

14 Q. 96 I think you'd carried out a somewhat similar exercise, had you?

11:11:27 15 A. Yes.

16 Q. 97 And you had an almost identical document as regards its heading, formatting
17 etc. Was that as a result of a liaison between yourself and Davy Hickey
18 Properties or not?

19 A. No, I don't recall that there was any direct liaison but certainly in a trawl
11:11:44 20 of any documents that we had available to me. In fact, I don't think there
21 could have been liaison because initially I had overlooked the payment by
22 Mr. David Shubotham of 20,000 to me in 1993. Obviously, I have seen -- I have
23 had sight of the Davy Hickey property documentation for some time in relation
24 to the brief. It's unchallengeable in the context that it is a full record, as
11:12:19 25 far as I can recollect, except for some instances in relation to small amounts
26 that I certainly cannot trace or have no recollection of.

27 Q. 98 All right. The payment then of the 6th of June 1991 shown in 2000 as,
28 identified as a political contribution can be shown recorded in a
29 contemporaneous document prepared by Newlands. And this is to be seen at page
11:12:51 30 2980.

11:12:52 1
2 And this was provided quite recently to the Tribunal. You'll see in relation
3 to the item circled two, can you distinguish that
4 A. Yes, yes, I see it, yes.

11:13:08 5 Q. 99 Frank Dunlop & Associates PR 20,000 pounds, you see that?
6 A. Yes, yes, I see that, yes.
7 Q. 100 The date of that is the 6th of June, we're dealing here with the 1991
8 expenditure. Right?
9 A. Is this, just?

11:13:28 10 Q. 101 This emanates from Newlands?
11 A. Is this document in the brief, Mr. O'Neill.
12 Q. 102 I'm sorry?
13 A. Is this document in the brief Mr. O'Neill.
14 Q. 103 Yes. Page 2980 in the brief?

11:13:40 15 A. I must say I hadn't adverted to it.
16 Q. 104 It came to us after the full brief was circulated and in the past week?
17 A. I hadn't adverted to it. It is virtually, this is my first knowledge of it.
18 Q. 105 Fine. I think your solicitor will be able to confirm to you that it was
19 received by him?

11:13:59 20 A. Fine.
21 Q. 106 Perhaps not read by you to date. But in any event, I have identified.
22
23 MR. REDMOND: Chairman, If I might just interrupt Mr O'Neill briefly just to
24 confirm the documentation was received yesterday evening and was only presented
11:14:10 25 this morning in respect of Mr. Dunlop.
26
27 CHAIRMAN: Very well.
28
29 MR. O'NEILL: I think we received it on Thursday last or Friday. But in any
11:14:19 30 event. I don't think it's controversial from your point of view. In so far as

11:14:24 1 it's not a document that was generated by you. I'm just asking you to consider
2 its content in the overall context of the evidence that will be adduced and in
3 particular your understanding of how your payments were treated by others.
4

11:14:39 5 This is a document, as I say, prepared by the donors of the funds. It records
6 the payment that we have just seen earlier as being a political contribution as
7 being Frank Dunlop & Associates PR 20,000. And it's dated the 6th of June.
8 And that's 1991. Now, I think that illustrates an immediate contradiction
9 between those two records insofar as the payment which was identified to the
11:15:07 10 Tribunal in 2000 as being a political donation. In fact was recorded
11 originally as being PR and paid to you, isn't that right
12 A. Well as per both of those documents now, yes.
13 Q. 107 Yes?
14 A. That would appear to be the case.

11:15:22 15 Q. 108 Yes. Now, obviously, you wouldn't have been furnished with this document which
16 was an internal document at the time, isn't that correct?
17 A. Correct.
18 Q. 109 But we'll deal with the manner in which you understood what this payment was as
19 we move through the documentation. At page 2981. You will see that the Bank
11:15:43 20 of Ireland account at Newlands Industrial Park Limited for the period in
21 question, 6th of June 1991 at item circled three shows the 20,000 pound payment
22 by cheque 121?
23 A. Yes. It refers back to.
24 Q. 110 Sorry, can you not see it on screen?
11:16:05 25 A. No, no, which refers back to the number that you pointed out on the document.
26 Q. 111 Yes, yes, exactly?
27 A. Yes.
28 Q. 112 So that the evidential chain is complete with the reference to the cheque No,
29 the cheque amount, the cheque journal entry which shows that it was to be a
11:16:20 30 payment to Frank Dunlop & Associates for PR. And the subsequent accounting for

- 11:16:29 1 that and the document provided to the Tribunal, isn't that right?
- 2 A. Yes.
- 3 Q. 113 But I think you are of the belief that, as was the author perhaps of the
- 4 document in the first instance, that this was a payment to Shefran Limited. So
- 11:16:47 5 that it's not a payment to Frank Dunlop & Associates, which is a separate
- 6 corporate entity. You happen to be the principal of course and immediately
- 7 identified with that company. But it was a payment to a separate entity called
- 8 Shefran Limited, isn't that right?
- 9 A. Yes.
- 11:17:04 10 Q. 114 And I think we'll see that there is a further reconciliation at page 2982.
- 11 Which is showing a ledger entry here as item four. 6th of June 1991, cheque
- 12 No. 121 Frank Dunlop & Associates. But here it's been put into (Shefran),
- 13 isn't that so?
- 14 A. Correct.
- 11:17:28 15 Q. 115 And it's the same 20,000 pounds. It comes to a total of 21,638. Because your
- 16 other payments which were PR related payments have been added to the 20, you
- 17 see that on screen?
- 18 A. Yes.
- 19 Q. 116 So that the total for that year I think possibly year end is 30th of June '92
- 11:17:59 20 was a PR expense of 21,638 pounds. But within that and the substantial payment
- 21 within that is the payment which is subsequently attributed to being a
- 22 political donation, isn't that right?
- 23 A. Correct.
- 24 Q. 117 And we'll see the next document at page 2983. That in the City West
- 11:18:22 25 partnership accounts for that year, that is 1992, which ends I think the 30th
- 26 of June. You see public relations 21,638 pounds, you see that?
- 27 A. Yes.
- 28 Q. 118 And that again represents the amount which is the total of the ledger entry
- 29 immediately before it?
- 11:18:47 30 A. Correct.

11:18:47 1 Q. 119 And the accountants then carry forward the total of those sums as being the
2 operating expenses of the company for that year at 107,109 pounds into their
3 statement of Profit and Loss Account for that year at page 2984. 107,109
4 pounds as the other operating expenses, isn't that right?

11:19:15 5 A. Yes.

6 Q. 120 Now, in relation to that sum, Mr. Dunlop. You provided information to the
7 Tribunal over and above the relatively limited information which was contained
8 within your most recent statement, which I've read and I won't repeat. But you
9 were asked at an earlier stage at interview with the Tribunal legal team to
11:19:43 10 explain the circumstances in which that payment of 20,000 pounds came to be
11 made to you. And to refresh your memory on that. I'll refer to the content
12 of an interview which took place with the Tribunal.

13
14 At page 354 of the brief.

11:20:06 15
16 And I think this was really an information gathering exercise on a rather broad
17 basis where the Tribunal was seeking to learn from you what the circumstances
18 surrounding certain payments were. And the extracts that I'll refer to here
19 are those which relate to the Davy Hickey payments

11:20:36 20 A. Yes.

21 Q. 121 And if we look to page 354 then. At line 52 is the question. And you
22 indicated I think that of the 30,000 pounds was it 20. It's 20 in June 1991
23 and ten in November 1992. I think we're talking of these two payments now the
24 City West, Davy Hickey payments. You indicated that these were at your
11:21:02 25 suggestion as it were. And your response "they were". They were I think and
26 if you look at the cheque payments you'll find that they are, you know, at the
27 time, you know, and they were a specific request by me to Brendan Hickey that
28 there was going to be calls. People were going to be ringing me, looking for
29 money and all the rest of it. And I needed a few bob in the kitty. And what I
11:21:26 30 did with it, who I allocated it to in relation to the 1991, it obviously went

11:21:31 1 right across the board. And in relation to 1992 similarly.
2
3 And you were then asked yes. Were there two motions or a motion adjourned?
4 Why were there two payments, if you know what I mean. And your response was
11:21:48 5 A: Oh, there were two payments because there were two elections.
6 Q: Sorry. And the query then, are these elections contributions?
7 A: They were for election contributions, but in total transparency here, in
8 relation to -- you see City West, as I have explained to you earlier on, was
9 done by way of material contravention and it was done by the power and the
11:22:11 10 strength and the reputation of Davy Stockbrokers and Davy Hickey Properties and
11 all the rest of it. To my knowledge, and I say that now advisedly, to my
12 knowledge, I am not aware that any monies were distributed -- sorry. Disbursed
13 or dispensed with or in any way given as inducement in relation to the actual
14 material contravention in relation to City West which was in 1990. There
11:22:37 15 were -- sorry. There was subsequent motions obviously based on that material
16 contravention and the land being zoned by the material contravention route.
17 There was obviously motions in relation to specific elements of the City West
18 development. There was a planning application which was granted, all of that
19 all done perfectly legitimately. But at my request to Brendan Hickey in
11:23:00 20 relation to money was, I knew in my heart and soul, you know, that somebody was
21 going to say to me look it, he looked after you in City West or we looked after
22 you in whatever it happened to be, Ballycullen, we looked after you, and I
23 certainly was looking for monies so that I could put monies into the war chest.
24 I wasn't looking for the monies from Davy Hickey or Brendan Hickey -- from Davy
11:23:24 25 Hickey rather or Brendan Hickey specifically in relation to anything that was
26 coming up."
27
28 I will just pause at that point there.
29
11:23:32 30 We get the flavour, do we, of what it was that led to these monies being paid

11:23:39 1 from that exchange between yourself and counsel at that point, isn't that right

2 A. Correct.

3 Q. 122 And I think we can see a further detail of that on page 357.

4

11:23:52 5 I don't believe I'm skipping anything material in moving to that point.

6

7 At 357. The question was

8 Q: "so the material contravention went through in 1990". That in fact is

9 incorrect. It was '91

11:24:06 10 A. Well that's a point I was just going to make to.

11 Q. 123 You yes?

12 A. Even in, this was an interview in.

13 Q. 124 2000?

14 A. 2000.

11:24:13 15 Q. 125 Yes?

16 A. So even in 2000 it was my belief that the material contravention, as I

17 explained to you yesterday ...

18 Q. 126 Yes?

19 A. Which of course I accept it couldn't be absolutely accurate, it had taken place

11:24:26 20 in 1990. Whereas in fact it took place in March of 1991.

21 Q. 127 Yes. I think it would be probably more complete to say that the process had

22 started in 1990?

23 A. Correct.

24 Q. 128 By the lodgement of a planning application which on its face breached the

11:24:42 25 planning, the rezoning for the area and therefore necessitated?

26 A. The material contravention.

27 Q. 129 Process of Section 4 to be implemented and it culminated in March with the

28 successful decision?

29 A. Correct.

11:24:54 30 Q. 130 But it was a process which started in 1990?

11:24:57 1 A. Correct.

2 Q. 131 And extended through.

3

4 In any event, here you are questioned as follows

11:25:02 5 Q: So the material contravention went through in 1990 and then in respect of

6 the elections, one in June 1991 and the other in November 1992, you disbursed

7 monies, was it in any sense a thank you for their support or why was City West,

8 you know, making these contributions at this particular point, albeit at your

9 specific suggestion?

11:25:23 10 Your response:

11 A: Well they were making them -- first of all, at my specific suggestion

12 because I knew that he was going to be asked for monies because the election

13 time was used as the subterfuge, let's be honest about that, and, you know, I

14 needed funding. I needed to have money available and they took the view

11:25:42 15 without putting words in Brendan Hickey's mouth. I am quite certain he will

16 say, you know, he will say look its there, it is an election on, yeah, I agree,

17 people have been helpful to us, and I don't see anything wrong with it and yeah

18 okay. And we agreed 20 on the 1991 one and similarly, if my memory serves me

19 right, in relation to the November '92 one, he was a little less accommodating.

11:26:09 20 He was sort of saying well look it we've done our bit and elections and how

21 many more bloody elections are we going to have. Is this going to go on

22 forever and a day, but nonetheless I got ten grand out of him".

23

24 These are -- this is the first of the payments to which it is indicated by

11:26:42 25 Mr. Hickey that this represented a political donation or contribution. What

26 you're saying here in this interview. Does that accurately represent the

27 circumstance in which A, you made the request for money, insofar as it was a

28 request. And B, the basis upon which you understood that money was made

29 available to you.

11:26:55 30 A. Yes. My understanding has been, as indicated in that interview, that I

11:27:01 1 initiated contact with Brendan Hickey. I cannot absolutely say to you that I
2 did not speak to anybody else about it. But certainly I spoke to Brendan about
3 it. In the circumstances that there was an election. This was in June 1991.
4 This is when the Local Elections occurred.

11:27:18 5 Q. 132 Uh-huh?

6 A. And that while I did not say to Brendan Hickey that I need money to give to
7 people because people will be demanding money from me on the basis that they
8 supported City West. I said to him that there was an election and I would
9 be -- monies would be demanded of me as election contributions, whether they
11:27:43 10 were given specifically in relation to any specific element. That never arose
11 in relation to my conversation with Brendan Hickey. It was on the basis,
12 there's an election. I'm going to be asked for funds. I need something for
13 the Kitty.

14 Q. 133 But from your own point of view, you recognised this to be what you described
11:28:05 15 as a subterfuge insofar as elections were used as the time upon which persons
16 who had done favours for you to that date could come to you looking for money
17 under the guise of it being an election contribution?

18 A. Yes.

19 Q. 134 And you could pay it to them in those circumstances whereas prior to that,
11:28:23 20 there would be an element of suspicion and questions would be asked as to
21 whether the payment was legitimate, isn't that right?

22 A. That is correct, Mr. O'Neill. And also for completeness, I should say to you
23 that I have already said that in other Modules it afforded me the opportunity
24 to look after those politicians that I would need in the context of
11:28:45 25 forthcoming.

26 Q. 135 Yes?

27 A. Matters relating to the review. As distinct from anything that might have
28 taken place. Nothing had taken place in the review. My main concern in March
29 or in June of 1991 related to what was occurring in the review, particularly
11:29:02 30 one specific element of that.

- 11:29:04 1 Q. 136 Yes. Well as regards the eliciting of funds on this occasion from Mr. Hickey.
2 The money was paid to you as we know from the documents we've already
3 considered, he treated it in the records of the company as a PR expense. Yet,
4 it is clear from this exchange that you were putting it in a political context
11:29:31 5 that the payment was to be paid, isn't that right?
6 A. Yes. Well I don't -- I can't account for what Brendan will say.
7 Q. 137 Yes?
8 A. I mean, I know that Brendan Hickey has made a statement. But I approached
9 Brendan Hickey on the basis that there was a specific event, namely, an
11:29:48 10 election, the Local Election in the context of 1991 and looked for money from
11 him which I would use to make donations to politicians.
12 Q. 138 Yes. And if we can deal now with the use of this money. I think that it's
13 correct to say that this 20,000 pounds, together with another ten, was lodged
14 to your Rathfarnham account in the name of your wife and yourself, isn't that
11:30:12 15 right?
16 A. Yes.
17 Q. 139 Thereby, putting it into what you describe as the stash of cash or the war
18 chest account, isn't that right?
19 A. Yes.
11:30:19 20 Q. 140 And as between yourself and Mr. Hickey, is it correct to say that from the time
21 of the receipt of these funds, you never accounted to him for how that money
22 was actually expended on any political donation, isn't that so?
23 A. I would answer that question in two parts. One, that is correct. I did not.
24 And the second part is I was never asked.
11:30:41 25 Q. 141 Yes. Nor did you indicate to any of the politicians -- sorry. Any of the
26 councillors who were the recipients of these funds, that you were making this
27 as a political contribution on behalf of either Davy Hickey Properties,
28 Newlands or any one of the entities that are mentioned in the context of the
29 Davy Hickey Properties set up, if I could call it that?
11:31:05 30 A. Yes. I am aware, Mr. O'Neill. It's quite difficult, you have to go into the

11:31:16 1 various compartments of your brain when you're answering these questions. I am
2 aware that somebody said, some politician said, during the course of another
3 Module, that during the course of a conversation in which I gave him money that
4 a reference was made to City West. Now, I can't absolutely contextualise that
11:31:38 5 for you or give you the date. But I do have a recollection of reading it at
6 the time in relation to a transcript.

7 Q. 142 That may well have happened?

8 A. Yes.

9 Q. 143 But it wasn't your brief, if I might put it that way, on receiving the 20,000
11:31:52 10 pounds from Davy Hickey Properties was not to go out and make specific
11 donations in specific sums to specific political parties or to specific
12 politicians, isn't that so?

13 A. That is correct it was --

14 Q. 144 You weren't asked to do that?

11:32:07 15 A. No.

16 Q. 145 You didn't do that?

17 A. Yes.

18 Q. 146 You didn't account to these -- to the donors for these funds. They didn't ask
19 you what you did with the money?

11:32:15 20 A. No.

21 Q. 147 You obtained it from them in the circumstances described here, that you gave
22 them to understand that people were going to be looking to you for money and
23 you needed money in the Kitty?

24 A. Yes.

11:32:27 25 Q. 148 Isn't that right?

26 A. The presentation that I made to Brendan Hickey was that there was an election
27 and that there would be requests for political funding.

28 Q. 149 Yes. And whilst you indicated that this was not in respect of any future work
29 or any ongoing work taking place at the time, it was the case that the East
11:32:50 30 View/Pennine Holdings project had taken off by that stage and was in the

- 11:32:57 1 process of ultimately finding itself before the Council, though that would not
2 take place until the submission was made at the end of 1991, isn't that right?
- 3 A. Correct.
- 4 Q. 150 Right. But there was, if I might put it that way, there was business between
11:33:14 5 these parties, that is the Council and the developers in relation to Baldoyle
6 at that time?
- 7 A. Through me.
- 8 Q. 151 Through you?
- 9 A. Yes.
- 11:33:23 10 Q. 152 Exactly. And you didn't distinguish to any of the recipients of the funds what
11 you were paying the money for?
- 12 A. No.
- 13 Q. 153 Isn't that right?
- 14 A. No.
- 11:33:40 15 Q. 154 It follows, of course, that since you didn't identify the donor to politicians,
16 that they in turn would not have acknowledged the receipt of those payments to
17 the donors because they didn't know who the donors were, with the possible one
18 exception of the exchange you just mentioned?
- 19 A. Yes.
- 11:33:56 20 Q. 155 Of some councillor having spoken to you about City West?
- 21 A. Yes. The only difficulty that I ever encountered in relation to a politician
22 vis-a-vis the City West project was from a Fianna Fail politician who sadly is
23 deceased.
- 24 Q. 156 Sorry, you're dropping your voice who?
- 11:34:16 25 A. Sadly was deceased but who was the whip of the Fianna Fail group at the time.
- 26 Q. 157 I see?
- 27 A. And who vehemently objected to the application of the planning for City West
28 during the course of 1990. I've already given evidence to that effect. Either
29 in the course of the private interviews or here directly from the box.
- 11:34:38 30 Q. 158 Right. So that represents then the available documentation in relation to the

11:34:46 1 20,000 pounds payment which we see was the first of the series of payments made
2 in the window period, isn't that right?

3 A. That's correct.

4 Q. 159 And as far as you're concerned, how would you describe this payment? We know,
11:35:04 5 perhaps I should complete it by saying that having lodged it to the account of
6 yourself and your wife in Rathfarnham, you were in effect designating it as
7 part of the confluence of funds or whatever you call it, isn't that right?

8 A. Correct.

9 Q. 160 And it went on to be spent in that way, isn't that right?

11:35:21 10 A. Correct.

11 Q. 161 And how do you describe that payment now, what context would you attribute to
12 that payment?

13 A. Well, I'll answer that question in two ways. One, the genesis of the payment
14 is as I have outlined. And the treatment of the cheque, of the amount, is as
11:35:44 15 you outlined in relation to its either being -- well being lodged in the
16 Rathfarnham account.

17 Q. 162 Uh-huh.

18 A. But I would, out of that fund, and I'm sure this is something that you will
19 look at in due course. But out of that fund the Rathfarnham account there is a
11:36:02 20 specific movement in relation to lodgements and withdrawals over a very defined
21 period.

22 Q. 163 Yes.

23 A. Particularly in relation to 1991. I would regard the monies which were
24 withdrawn, withdrawn in cash, not from the bank in Rathfarnham but withdrawn in
11:36:21 25 cash from the bank in AIB in College Street with the assistance of Mr. Ahern,
26 aforementioned, for the purposes of giving cash payments to politicians at the
27 time of the 1991 election.

28 Q. 164 Right?

29 A. So in essence it formed part of what you have reprised as the war chest.

11:36:46 30 Q. 165 Yes. Now, I take it that as an alternative to what actually took place. Had

11:36:50 1 it been the case that Mr. Hickey had said to you that I want to make a
2 political donation to Fianna Fail, Fine Gael, Democratic Left, the Workers
3 Party and the Labour Party. You would facilitated him in that regard and
4 carried out his instructions by making such payments if he so wished you to do
11:37:09 5 so?

6 A. Yes.

7 Q. 166 But equally, it was perfectly open to him, had he chosen to make political
8 donations to do so in that manner directly?

9 A. Yes, of course.

11:37:20 10 Q. 167 In that case his company would get whatever kudos goes with making large
11 political donations to people and he would be the readily identifiable donor?

12 A. Correct. And other than a statement by Mr. Lawlor that Davy Hickey
13 stockbrokers or Davy Hickey Properties, I'm not sure which, did fund some of
14 his election campaigns.

11:37:43 15 Q. 168 Yes?

16 A. And other than the list that is evident from the Davy Hickey Properties
17 reconciliation that we saw five minutes ago in relation to contributions to
18 politicians, particularly named.

19 Q. 169 Yes?

11:37:56 20 A. I have no knowledge of what either Davy Stockbrokers or Davy Hickey Properties
21 ever gave to any politician.

22 Q. 170 Right. But you do know from that list, that they were not adverse to making
23 payments to politicians and recording the fact of having done so as such?

24 A. Correct.

11:38:13 25 Q. 171 But not in this instance, isn't that right?

26 A. That is correct.

27 Q. 172 Yes. The next payment then I'd like to look at is the payment on the 6th of
28 January of 1992. It's at page 2879.

29

11:38:28 30 And we'll see that this is a reconciliation document. Again, it's prepared in

11:38:43 1 1993 in relation to the Baldoyle payments. You see that? It emanates from
2 Davy Hickey. And it really is a ledger setting out their actual expenditure
3 between the inception date, which we see here is the 6th of January '92. And
4 the last entry, a little indecipherable but I think it's in August of 1993. At
11:39:13 5 the very bottom there, very poor copy
6 A. Yes, yes, yes, I see that.
7 Q. 173 But it encompasses?
8 A. Yes.
9 Q. 174 Now, the entire period of involvement from 1992 onwards. And you may well
11:39:28 10 recognise the items of expense which are recorded here because they represent
11 in fact the actual expenditure in total by Davy Hickey Properties on the East
12 View Baldoyle project, isn't that correct?
13 A. That's correct.
14 Q. 175 As far as you're aware. If we just run down through it briefly. There is the
11:39:45 15 payment to Shefran, the first payment on the 6th of January 1992. 10,000
16 pounds.
17
18 On the 6th of February 1992. Eugene F Collins solicitors. 10,488.
19
11:39:59 20 On the 6th of May 1992. McCarthy & Partners Consulting Engineers. 5,164.27.
21
22 On the 6th of May Frank Dunlop & Associates. 15,030 pounds.
23
24 On the 20th of August, Grainne Mallon and Associates 943 pounds.
11:40:24 25
26 Those items totalling 28,126.
27
28 And that is transferred across to the East View Partnership account. And then
29 if we move back to the payments themselves. There are the original payment of
11:40:46 30 5,000 to Anthony Gore Grimes, the solicitor acting for the grantor of the

11:40:53 1 option. And that's dated the 28th January 1991 --

2 A. That's the option. The option?

3 Q. 176 That's the option?

4 A. Yes.

11:40:59 5 Q. 177 Consideration. Beneath that then David Crawley, who I think is the architect

6 who drew the plans for the hotel/golf club site. We'll see his invoice a

7 little later if you wish?

8 A. No, the name doesn't strike a bell Mr. O'Neill, with me.

9 Q. 178 Yes. Colour Corner I think is a printing bill?

11:41:22 10 A. Yes.

11 Q. 179 Which you incurred?

12 A. Yes.

13 Q. 180 In part of your campaign, I think it was a mail drop to various residents in

14 the Baldoyle area as part of your efforts to secure support for the project,

11:41:39 15 isn't that right?

16 A. Yes, I think that is, can be cross referred to payment J in my list. But the

17 difference appears to be VAT.

18 Q. 181 Yes?

19 A. I'm not absolutely certain.

11:41:51 20 Q. 182 Yes, I think that is so?

21 A. Yeah.

22 Q. 183 And Eugene F Collins then on the 5th '93. 3,318.42. That is in respect of

23 legal work done on the partnership arrangement being the combined total of two

24 invoices which we have seen on the screen earlier, isn't that right? The final

11:42:15 25 sum then, I'm not quite sure if I can decipher that. But I believe it to be

26 the last payment made to the architect David Crawley for 4,840 pounds.

27

28 So that this sum of 44,900 represents the actual expenditure which was incurred

29 by Davy Hickey Properties in the venture that we have been considering over the

11:42:40 30 past three days of evidence. And insofar as there is a payment to you, that is

11:42:45 1 the subject of the current questioning, it's the first item on this schedule.
2 Which is the 10,000 pounds made payable to Shefran.
3
4 That is the payment which is the only payment related to Baldoyle, isn't that
11:43:03 5 right?
6 A. That is correct.
7 Q. 184 Yes?
8 A. Sorry, no.
9 Q. 185 I beg your pardon?
11:43:10 10 A. No, indency in my statement also refers to Baldoyle.
11 Q. 186 I think that might be the 1,530 is it?
12 A. That's the 1,530 yes.
13 Q. 187 But that was to Frank Dunlop & Associates?
14 A. I beg your pardon, you're dealing with Shefran, sorry.
11:43:28 15 Q. 188 This is the only Shefran payment?
16 A. Yes.
17 Q. 189 And of the Shefran payments made, it is the only Shefran payment which is
18 attributed directly to Baldoyle, isn't that right?
19 A. Yes.
11:43:51 20 Q. 190 In the accounting exercise that was carried out for the Tribunal by Mr. Hickey.
21 I think at 1648.
22
23 The 10,000 is shown there. Under the heading Baldoyle payments made to Frank
24 Dunlop/Shefran Limited, cheque No. date details. 6th of January 1992. Shefran
11:44:30 25 Limited 10,000 pounds, isn't that right
26 A. That's correct.
27 Q. 191 That payment doesn't have any attribution to it being a political donation,
28 isn't that right?
29 A. No, it relates in Mr. Hickey's reconciliation it relates directly to Baldoyle.
11:44:47 30 Q. 192 Yes. Now, that payment again as I say, is a Shefran payment. And it was also

11:45:03 1 by cheque. It is indistinguishable can I say in the manner of its payment from
2 the earlier payment that we saw. The earlier payment being the 20,000?
3 A. Yes.
4 Q. 193 Made six months earlier?
11:45:16 5 A. Yes.
6 Q. 194 Was a cheque payment to Shefran for 20,000 pounds. It was spent in the manner
7 that we've dealt with already. This is the next payment in sequence. It is
8 for half that amount. It comes in the same fashion. It's also a cheque?
9 A. Yes.
11:45:34 10 Q. 195 Made payable to Shefran, this time for half the amount, isn't that right?
11 A. I don't understand you.
12 Q. 196 For ten?
13 A. I don't understand the use of the word indistinguishable, how do you mean.
14 Q. 197 On its face it doesn't appear to have any different attribution than the cheque
11:45:51 15 payment that was made in the first instance. We're looking at two cheque
16 payments here?
17 A. Yes.
18 Q. 198 The first of them is made on the 6th of June for 20,000 pounds?
19 A. Correct.
11:45:59 20 Q. 199 Is made payable to Shefran. It's made payable by Davy Hickey through one of
21 their companies. And the second payment is also made by cheque?
22 A. Correct, in January 1992.
23 Q. 200 If one was to look at the face of the cheque. The only difference between the
24 two will be the amount and the date?
11:46:17 25 A. Sorry, I see your point, yes.
26 Q. 201 Though they are identical in all other respects?
27 A. Yes, except for the amount.
28 Q. 202 Yes. Is it a coincidence that there is six months between these two. One
29 being paid on the 6th of June and the other being paid on the 6th of January or
11:46:36 30 was it the case that you had some arrangement with Davy Hickey that he would be

11:46:41 1 looking for 20,000 a year to be paid to politicians?

2 A. No.

3 Q. 203 To be paid in tranches?

4 A. Yes, no. And in fact, alert as one tries to be I hadn't adverted to the fact

11:46:54 5 that it was the 6th of June and the 6th of January. The two dates were the

6 same day.

7 Q. 204 Yes?

8 A. Coincided. I think that's a pure coincidence.

9 Q. 205 Right?

11:47:03 10 A. And you can take it as absolutely definite that there was no such arrangement

11 between Mr. Hickey and myself or Davy Hickey Properties and myself.

12 Q. 206 Right, so even though when we look through the figures we'll see that in each

13 calendar year we're looking at 20,000 pounds is the sum paid, I qualify that by

14 saying that the 2,500 is paid in August. But there is a specific reason for

11:47:28 15 that I think?

16 A. You're not going to tell me that was the 6th of August, are you, Mr. O'Neill.

17 Q. 207 No, it's not. The 9th?

18 A. The 9th.

19 Q. 208 I'm afraid nothing is simple, Mr. Dunlop?

11:47:46 20 A. No.

21 Q. 209 And it seems that that invoice was a re issued invoice?

22 A. Yes, it was.

23 Q. 210 We don't know the date of the original one. It may have been the 6th of any

24 month, I certainly don't know.

11:47:51 25

26 Looking at the payments on an annualised basis and if we leave the 2,500 aside

27 for a moment. The Tribunal sees that 20,000 pounds was paid to you and in each

28 year. When I say paid to you, I mean to Shefran, by Davy Hickey Properties.

29 The initial payment being for 20,000. The payments made in the year 1992 being

11:48:15 30 two sums of 10,000 pounds each. The first of them paid on the 6th of January

11:48:20 1 of 1992. And the other paid on the 11th of November 1992. And the third
2 payment being a single payment again in March, this time by Mr. Shubotham of
3 20,000.
4

11:48:33 5 You say that that is all coincidence. That they weren't in fact part of a
6 series of payments prearranged to deal with annual payments to be made during
7 the currency of your dealings with that firm and the currency of planning or
8 rather rezoning applications in the 1993 plan?

9 A. Yes. That is absolutely correct. Mr. O'Neill, and if you were to delete the
11:49:01 10 events of June 1991 and that of November 1992, you would immediately delete
11 30,000 pounds. Because they were specifically requested because of those
12 events. In other words, elections. If those elections hadn't taken place,
13 those amounts would not have been paid.

14 Q. 211 Yes. It flows from that I think immediately Mr. Dunlop, that the payment in
11:49:25 15 November took place in November because the election was in November?

16 A. Yes.

17 Q. 212 And therefore, the payment was made then, isn't that right?

18 A. Yes. I can't recall exactly when the election was called. But the election
19 was in November. At some stage in November.

11:49:40 20 Q. 213 Yes?

21 A. 1992. And similar to the request that I made to Brendan Hickey, I made another
22 request to him. I think I have given, albeit in colloquial terms, one doesn't
23 like to have to reread what one says, in maybe the relaxed atmosphere of the
24 private session. But nonetheless, I did outline in colloquial terms what
11:50:05 25 Brendan did say to me when I went to him looking for money for the 1992 -- in
26 the context of the 1992 elections, sorry.

27 Q. 214 Now, whilst I'm going to qualify this of course by saying that you say that
28 there was never intended to be a second payment in December. If there had been
29 such an arrangement, and if there was an election called for November. You
11:50:25 30 would have immediately brought back the payment to November as a matter of

11:50:29 1 course, wouldn't you?

2 A. I'm unusually at a loss.

3 Q. 215 I'll take it in stages for you. If it was the situation that there was an

4 agreement

11:50:41 5 A. Oh, yes, I see the point. Sorry.

6 Q. 216 And I appreciate that you say that there wasn't. But had there been such an

7 arrangement in place. And had it been the case that the payments were to be

8 made in January and in December, a moiety in each. In the event that an

9 election had been called for November or October even, the opportune time for

11:51:06 10 payment would be the election time, isn't that right? In other words, one

11 would have called back -- called forward the December payment and paid it in

12 November if there was an election called for November?

13 A. Yes, well without creating a stick with which to beat myself.

14 Q. 217 Yes?

11:51:20 15 A. Let me preface that by saying that they are contingent on the hypothesis that

16 you've put forward.

17 Q. 218 Yes?

18 A. If that were the case, then logically there may have been some rationale to

19 dealings with a matter of that fact. But as I've already pointed out to you,

11:51:37 20 there was no such arrangement with either Brendan Hickey or Davy Hickey

21 Properties.

22 Q. 219 Very good. We know, Mr. Dunlop, that while this particular record that we were

23 looking at on screen, that's No. 2879 and indeed this record here confirms it.

24 Shows the payment as of the 6th of January 1992. There is in fact no record of

11:52:01 25 that payment actually having come through an account save perhaps the East View

26 Partnership account where a cheque was presented on the 24th of February in an

27 amount?

28 A. Yes.

29 Q. 220 Of 10,000. And we see from a number, the page 2879. That those first payments

11:52:24 30 were attributed to the East View Partnership account. And therefore, they seem

11:52:29 1 to be referring the 10,000 pound payment shown out of that account on the 24th
2 of February as being this payment recorded here as the 6th of January of 1992.
3 There aren't -- there aren't two payments for 10,000 made out of East View at
4 that time. So that it can only be that you presented that cheque in February?

11:52:54 5 A. That would appear that. Would appear logical.

6 Q. 221 Yes?

7 A. I mean, I can't account for the dates.

8 Q. 222 Yes?

9 A. But as you outlined it there, that would appear logical, yes.

11:53:05 10 Q. 223 All right. I'm just curious. Because you equally treated in giving your
11 account of this particular transaction initially, you gave the date the 6th of
12 January 1992?

13 A. Yes.

14 Q. 224 As the date of payment?

11:53:19 15 A. Yes.

16 Q. 225 And we know that insofar as any particular cheque can be referred to this
17 payment. It is one that was cashed on the 24th of February 1992 and not
18 January?

19 A. January, yes.

11:53:34 20 Q. 226 I'm just wondering how you got the figure, how you equally accounted for this
21 as being a payment in January 1992 when in fact it was cashed it seems in
22 February?

23 A. In February.

24 Q. 227 And at the end of February?

11:53:49 25 A. I must say I'm at a loss.

26 Q. 228 Yes?

27 A. I'm at a loss on that. I ... yes, no, I'm afraid I can't account for that,
28 Mr. O'Neill.

29 Q. 229 I mean, does it suggest that you kept a record, a form of account in which you
11:54:12 30 could relate your cash, your encashment of particular cheques to particular

11:54:20 1 projects?

2 A. I --

3

4 MR. REDMOND: Mr. Chairman, if I might just intervene momentarily. It might

11:54:30 5 help the Tribunal if they referred to page 1649 which was a financial analysis

6 carried out some very long time ago, at the time of the preparation of the

7 Affidavit of Discovery in relation to financial matters.

8

9 And I think since that time that document, which was prepared by professionals

11:54:43 10 on behalf Mr. Dunlop, that date, 6th of January, has always been referred to as

11 the date of payment although there may have been an encashment in February.

12

13 I think that's the origin of the explanation that occurs in the statement.

14

11:54:57 15 MR. O'NEILL: Well I think the statement that we were looking at. Firstly,

16 is -- this is a Davy Hickey document. It is one of --

17 A. No, this one on screen is my document.

18 Q. 230 Exactly. But this is your document which corresponds exactly with the content

19 of a Davy Hickey document, which I can put on screen. Which carries the

11:55:22 20 identical information?

21 A. Yes.

22 Q. 231 Expressed in identical terms even to the extent of having the Frank

23 Dunlop/Shefran?

24 A. Uh-huh.

11:55:31 25 Q. 232 Accreditation to it?

26 A. Uh-huh.

27 Q. 233 And this is prepared, as far as I recall, in the year 2000?

28 A. Yes.

29 Q. 234 And could I say?

11:55:39 30 A. Yes.

11:55:39 1 Q. 235 Is an exact replica of the information from Davy Hickey's?
2 A. Uh-huh.
3 Q. 236 Which I'm putting to you has only -- only one conclusion can be drawn from
4 that, and that is that in 2000 yourself and Mr. Hickey or his associates
11:55:57 5 addressed the question of how this payment was made and you agreed that this
6 was the manner in which it was done?
7 A. Without quibbling with you or in the manner that you presented that, of which I
8 accept the general thesis of that. It is, this document was prepared by my
9 accountants.
11:56:15 10 Q. 237 Yes?
11 A. With the remit that we had from the Tribunal.
12 Q. 238 Yes?
13 A. To account for as much as possible payments received and monies disbursed.
14 Now, I mean, I can speak to my accountant but, I mean, I do not recollect
11:56:32 15 Brendan Hickey and myself sitting down in relation to these payments. It may
16 well be that my accountant was in contact with Brendan Hickey's accountant and
17 that this is how this matter eventuated. I don't know.
18 Q. 239 Well perhaps we'll look at the copy then which was the Brendan Hickey copy,
19 which is at 446.
11:56:52 20
21 A. Uh-huh.
22 Q. 240 They are effectively the same?
23 A. Yes, uh-huh.
24 Q. 241 Now, the back up documentation in your possession, that would have allowed you
11:57:41 25 or your accountant, I should say, to prepare his version of this document is
26 what, is what, because there doesn't seem to be a back up in your records that
27 are available to the Tribunal?
28 A. I don't know. I just can't answer that question. Whatever -- if there is not
29 documentation. In the vast amount of documentation, from a financial point of
11:58:12 30 view, that we have discovered to the Tribunal. If there is not documentation

11:58:17 1 in that body of discoverable -- discovered documents, a document to sustain the
2 preparation of a statement as per my accountant's statement there. The only
3 conclusion that I can come to is that I gave him instructions to liaise with
4 Brendan Hickey's accountant in relation to payments that were made. But, I
11:58:43 5 mean, I have no -- I don't recollect having any discussion with Brendan Hickey
6 in relation to this matter.

7 Q. 242 Right. The only alternative to that scenario Mr. Dunlop, would be that you had
8 in fact kept records yourself which would have allowed your own accountant to
9 extrapolate the information from them and to present the information as we see
11:59:04 10 on screen here?

11 A. Yes.

12 Q. 243 Right. Now, in fact, your bank accounts don't show any of this documentation
13 being lodged to any account, isn't that correct?

14 A. That's correct, yes.

11:59:15 15 Q. 244 Or transacted in any bank account through which you had access?

16 A. That is --

17 Q. 245 In anybody's name, isn't that correct?

18 A. That is correct, yes.

19 Q. 246 And therefore, there was no opportunity for your accountant, that we can see so
11:59:29 20 far in that scenario, to be able to say that there was a cheque written on the
21 6th of January 1992, isn't that right?

22 A. That's correct.

23 Q. 247 And what we do know is that from later information made available to the
24 Tribunal, the only payment from Davy Hickey Properties that could account for
11:59:47 25 that payment is one represented by a cheque debited to their account in that
26 sum in February of 1992, isn't that right?

27 A. Correct.

28 Q. 248 And that debit information of course doesn't assist us at all in establishing
29 that the cheque was dated the 6th of January 1992, isn't that right?

12:00:10 30 A. Not at all, no.

- 12:00:11 1 Q. 249 No. And it seems to follow then that if you had this information from your own
2 sources?
- 3 A. Uh-huh.
- 4 Q. 250 And if your accountant had the back up from your sources for this payment,
12:00:24 5 there must then have been some record kept by you of the cheques you received
6 and the amounts of those cheques?
- 7 A. No, is the answer to that question. Other than the cheques -- bank statements
8 discovered cheques and discovered invoices and discovered payments.
- 9 Q. 251 Yes?
- 12:00:43 10 A. I would not have had and I do not now have any other documentation in relation
11 to payments.
- 12 Q. 252 So the only explanation that you can offer is that your accountant in some way
13 made contact with the persons carrying out the similar exercise requested of
14 Davy Hickey Properties?
- 12:01:02 15 A. No.
- 16 Q. 253 And that he took the information from them and used that to prepare your
17 document, is that?
- 18 A. Other than my saying that I got 10,000 pounds from Davy Hickey Properties in or
19 around time specifically related to Baldoyle, though there was no traceable
12:01:21 20 documentation in that context.
- 21 Q. 254 Yes. But you have -- I take it, have no memory and particularly not a memory
22 which extends back to a particular day in 1991 saying that as of that date I
23 received?
- 24 A. No.
- 12:01:38 25 Q. 255 A particular cheque. Whereas this information?
- 26 A. Yes.
- 27 Q. 256 In print before us is specific, it's not general, it doesn't say that there may
28 have been a payment in the early part of the year. It says that there is a
29 cheque written on the 6th of January 1992 to Shefran?
- 12:01:54 30 A. Yes.

12:01:54 1 Q. 257 In that amount?
2 A. Yes.
3 Q. 258 And there's no documentation from which?
4 A. No.
12:02:00 5 Q. 259 You could have illicited that information there in your own records?
6 A. Not in my records.
7 Q. 260 And you have no specific memory to the extent of being able to recount those
8 details of either now or in 2000 when this was prepared?
9 A. As of the 6th of January, no.
12:02:17 10 Q. 261 Yes. And therefore it follows that this information came from a source, either
11 outside your knowledge and brought into play by your accountant, or else you
12 did in 2000 have records which allowed you to produce this document?
13 A. Yes.
14 Q. 262 They are the only two alternatives, is that right?
12:02:35 15 A. Yes. Well, as I sit here I cannot think of any others. Not an alternative but
16 another explanation. But certainly not the latter of the two.
17 Q. 263 Right.
18
19 CHAIRMAN: Mr. O'Neill, it's twelve o'clock, so we will take a break for ten
12:02:51 20 minutes.
21
22 MR. O'NEILL: Yes.
23
24 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**
12:03:23 25 **AND RESUMED AS FOLLOWS:**
26
27
28 MR. O'NEILL: , Mr. Dunlop, I think that we're probably in agreement that
29 there's no original documentation of yours recording the receipt of the 10,000
12:20:33 30 pounds, isn't that so?

12:20:34 1 A. Yes.

2 Q. 264 And one has to rely on whatever generated documents there were in 2000 to
3 reflect what your view was at that time as to how that money came to you. At
4 that time it was believed that it was the proceeds of the cheque of the 6th of
12:20:59 5 January of 1992?

6 A. Yes.

7 Q. 265 Sorry. I should correct that. Yes, no, it is 1992?

8 A. Yes.

9 Q. 266 Now, I think that this was the subject of inquiry at one of the interviews
12:21:03 10 which you had with the counsel of the Tribunal.
11
12 We can look to page 364, please. Which is an interview at which this issue was
13 raised.
14
12:21:13 15 Where at query 77. Moving down to the next one then 4 (a) Baldoyle. That's
16 free view, is it
17 A: East View. I put that in there specifically to link it to not City West
18 but to Brendan Hickey because and I regard that 10,000 pounds as expenses in
19 relation to, there was no money, there was no fund per se in relation to
12:21:41 20 Baldoyle or given to me by Davy Hickey Properties. I did explain to you, and I
21 don't want to repeat the history of how the whole thing was done. Brendan
22 Hickey went to John Byrne at the suggestion of Lawlor. The deal was done, the
23 option was arrived at. It moved on from there. I formed Pennine Holdings. We
24 tried our best but almost got there, but it just didn't.

12:22:03 25 Q: what exactly was the 10,000 ten for?" And we're now talking about this
26 10,000 we see.

27 A: "The 10,000 was monies that I said to Brendan Hickey that I would need for
28 expenses, not expenses in the context of disbursements but it went into the
29 total fund."
12:22:26 30

12:22:26 1 If we can just stop at that point there. Do you mean by that reference
2 disbursements, a euphemism for payments to councillors
3 A. Yes.
4 Q. 267 I see, so if we read it that in that context then.
12:22:37 5
6 "I would need it for expenses but not expenses to be paid to councillors or not
7 monies to be paid to councillors. But it went into the total fund"
8
9 And again, are we now talking about the confluence?
12:22:50 10 A. Correct.
11 Q. 268 Of funds?
12 A. Okay.
13 Q. 269 "I may have used it for print work or whatever but as far as I am concerned,
14 while I cannot be absolutely categoric, there was no monies out of it, we'll
12:23:05 15 say East View, Baldoyle, Pennine in relation to, from that source in relation
16 to it. Yes, there was monies given to councillors in relation to Baldoyle out
17 of the total fund and would be far in excess of 10,000 pounds when we come to
18 that --
19 A. You're gone on me.
12:23:25 20 Q. 270 If you can scroll down. We stopped.
21
22 CHAIRMAN: No, it's back.
23
24 MR. O'NEILL: Sorry. Page 364.
12:23:33 25
26 JUDGE FAHERTY: 365 now.
27
28 MR. O'NEILL: The very end of
29 A. Yes, I have it now, yes.
12:23:39 30 Q. 271 Line 30. You see that?

12:23:40 1 A. Yes, I have it now.

2 Q. 272 "Yes, there was money given to councillors in relation to Baldoyle out of the
3 total fund and would be far in excess of 10,000 pounds when we come to that".

4
12:23:55 5 Next is 365. "But that I put it down because it was monies that I received in
6 and around that time and which, in my view, went into the total fund. May have
7 ended up paying for print work or whatever out of Frank Dunlop & Associates,
8 may have discharged bills, for example, when the formation of Pennine Holdings
9 with, which was done by Eugene F Collins. I am virtually certain that the
10 monies to discharge all of that and to discharge other bills in relation to

11 print work were paid out of Frank Dunlop & Associates. That's why I put that
12 10,000 pounds there. While I did not get the 10,000 pounds from Brendan
13 Hickey, I did not -- sorry. While I did get the 10,000 pounds from Brendan
14 Hickey, I did not directly use it for the purpose - it's that I would have said
12:24:23 15 to him listen, I need to pay for bills. Now, if you were to talk to Brendan
16 Hickey, he might well turn around with some justification and say well Frank
17 Dunlop still owes us money. We paid him 10,000 pounds in expenses and we never
18 got any receipts or vouchers for it.

19 Q: But it was received from Brendan Hickey, was it in the form of a cheque or
12:25:10 20 cash

21 A: Oh, it was a cheque.

22 Q: And was it his only personal cheque

23 A: No, no, it was Davy Hickey Properties. I'm virtually certain it was Davy
24 Hickey Properties.

12:25:20 25 Q: And essentially your role there was a front for the

26 A: Oh, absolutely for the development

27 Q: Yes?

28 A: Well, my role in relation to Pennine, the role I played was that I told
29 the councillors that I was the man who had the option on Baldoyle through the
12:25:35 30 company called Pennine Holdings. The people I told were never aware of the

- 12:25:50 1 undertaking that if it was rezoned Davy Hickey Properties would come in, that
2 they would have nothing, absolutely nothing to do with it unless it was
3 rezoned. If it was rezoned, that was a different story obviously?
4
- 12:25:51 5 Now, just to revert, if I may, to the explanation that was given for the
6 payment to you -- of the payment to you of the 10,000 pounds by Mr. Hickey.
7 You gave him an explanation and he gave you the money
- 8 A. Yes.
- 9 Q. 273 That's the first thing, isn't that right?
- 12:26:09 10 A. Correct, yes.
- 11 Q. 274 And what you're saying here is that you told him that it was going to be paid
12 for expenses, undefined?
- 13 A. Undefined.
- 14 Q. 275 And you go on here to express the view that I may have used it for print work
15 or whatever but as far as I'm concerned I cannot be absolutely categoric.
16 There was in fact no expenditure from this 10,000 pounds made in relation to
17 printing, isn't that so?
- 18 A. That is correct. As I go on to say, I think later in that document, any monies
19 that were -- that were paid by me in relation to matters that were recoverable,
12:26:51 20 they were then invoiced to Davy Hickey Properties.
- 21 Q. 276 Yes?
- 22 A. And I think specifically there is some specific reference in relation to one of
23 them in relation to print works.
- 24 Q. 277 Well, I think there are two in relation to print works?
- 12:27:06 25 A. Yes.
- 26 Q. 278 Firstly, there is the 1,530 pounds which you will see at page 1697. Which is
27 the second item recorded as an expenditure against Pennine and that document is
28 to the cost of copying etc, collating, binding 100 copies of East View planning
29 submission?
- 12:27:27 30 A. Yes. And that relates to the document that we already saw.

- 12:27:31 1 Q. 279 It does, yeah?
- 2 A. What we described as the blue book.
- 3 Q. 280 Yes. Did you do 100 blue books?
- 4 A. Can I -- I can't recall any other document relating to the planning submission.
- 12:27:46 5 Q. 281 Yes?
- 6 A. I had mean, a planning submission would simply say we hereby apply for
- 7 permission to do X, Y and Z.
- 8 Q. 282 Right?
- 9 A. It wouldn't cost you 1,500 pounds to make 100 copies of one page.
- 12:28:01 10 Q. 283 No. But, in any event, this particular invoice reflects the second payment
- 11 that we saw in the earlier computations of the expenditure in relation to
- 12 Baldoyle, two items shown on it, 10,000 and 1,530?
- 13 A. That's correct.
- 14 Q. 284 Now, the 10,000 was attributed as being a Shefran payment?
- 12:28:23 15 A. Yes.
- 16 Q. 285 The 1,500 was attributed as being a Frank Dunlop & Associates payment, not
- 17 Shefran. And was in fact invoiced as we see on screen here, by Frank Dunlop &
- 18 Associates for payment?
- 19 A. Yes.
- 12:28:38 20 Q. 286 Isn't that so? Right. Now, the issue we're discussing at the moment is
- 21 whether or not this sum was one which was paid out of the 10,000 provided to
- 22 you for expenses?
- 23 A. No.
- 24 Q. 287 And it clearly wasn't because it was paid by Brendan Hickey?
- 12:28:54 25 A. Correct.
- 26 Q. 288 Right. The second item which we saw was the Colour Corner expenditure, the
- 27 second printing involvement. And it equally was paid by Brendan Hickey and
- 28 Associates?
- 29 A. Yes. And I think that was --
- 12:29:13 30 Q. 289 We'll see --

- 12:29:14 1 A. That was the one that I suggested to you may well have been the same amount, if
2 you deducted the VAT.
- 3 Q. 290 Yes. We'll see at it at 2270 on screen I think. That is their invoice. And
4 the cheque reference is to a Brendan Hickey, Davy Hickey Properties cheque?
- 12:29:41 5 A. Yes.
- 6 Q. 291 Right. So where you say in your recall to the members of the legal team who
7 were enquiring into these payments and the course of this interview, that part
8 of the 10,000 had been paid to pay the printing, that was wrong?
- 9 A. No, that was --
- 12:29:57 10 Q. 292 In fact, all of the printing expenses were paid by Davy Hickey Properties?
- 11 A. Correct.
- 12 Q. 293 And as we see, indeed, all of the expenses under every heading were paid by
13 them, isn't that so?
- 14 A. Absolutely.
- 12:30:08 15 Q. 294 And no part of the 10,000 pounds you were given in January 1992 went to pay
16 expenses?
- 17 A. Correct.
- 18 Q. 295 On the other hand, that 10,000 did go into the confluence of funds available
19 for use to pay politicians, isn't that right?
- 12:30:25 20 A. Yes, it.
- 21 Q. 296 And we'll see in a later statement that you gave to the Tribunal that you
22 attributed the payments to politicians as being sourced from this particular
23 payment?
- 24 A. Yes.
- 12:30:38 25 Q. 297 And that's at page 186. Like the interview process, this was a synopsis
26 prepared by you by you and submitted to the Tribunal in relation to Baldoyle,
27 East View.
28
29 And in the second paragraph we see on screen here. You say that "in or about
12:31:11 30 January 1992, a sum of 10,000 pounds was paid by -- sorry. Paid to Shefran

12:31:12 1 Limited by Brendan Hickey, Managing Director of Davy Hickey Properties appendix
2 one. I believe that the payment was made on foot of an invoice issued by
3 Shefran Limited. The payment was made in circumstances where I had informed
4 Mr. Hickey that I required the sum of 10,000 pounds to defray certain expenses,
12:31:32 5 such as print work, this sum, however, was given by me to councillors in
6 relation to Baldoyle. Mr. Hickey would in the circumstances be justified in
7 contending that I owe him or his company 10,000 pounds as he never received any
8 receipts or vouchers in respect -- in relation to the expenses. I told him
9 that I would have to incur but did not incur".

12:31:55 10
11 That's the relevant section of that

12 A. Yes.

13 Q. 298 What did, of course, happen was that you furnished him with the actual
14 expenses, isn't that right?

12:32:04 15 A. That I had incurred.

16 Q. 299 That you had incurred?

17 A. Yes.

18 Q. 300 And he paid them over and above the 10,000 pounds that you had received from
19 him?

12:32:11 20 A. Correct.

21 Q. 301 Isn't that so? And he did not at any stage demur from paying that amount by
22 saying, look here, I've already paid you 10,000 pounds, what have you done with
23 that, isn't that so?

24 A. No, he didn't. No, no, he did not.

12:32:26 25 Q. 302 So, in those circumstances how could one say that there was ever a belief on
26 anybody's behalf that this 10,000 pounds was intended to be paid for expenses?

27 A. Because the only basis for it, Mr. O'Neill is because that is how I
28 presented it to Mr. Hickey.

29 Q. 303 But, I mean, if that is as you presented it to him, one would expect that the
12:32:50 30 first time you turned up on his doorstep or posted him a copy of an invoice in

- 12:32:54 1 respect of payments and we know that the payments weren't particularly large?
- 2 A. No.
- 3 Q. 304 They totalled 44,000, including the payments in question, the 10,000 in
- 4 question. His immediate response, one would have thought, in that scenario was
- 12:33:15 5 you have 10,000 paid out of that. If we look to expenses that would have gone
- 6 through you for payment to him. We can eliminate Eugene F Collins because they
- 7 never billed you?
- 8 A. Correct, they never did.
- 9 Q. 305 McCarthy and Partners may well have billed Pennine Holdings, I'm not sure?
- 12:33:34 10 A. They tried.
- 11 Q. 306 They tried?
- 12 A. I think they may have tried, yes.
- 13 Q. 307 In any event, any one of those payments or any one of those items of expense to
- 14 McCarthy & Partners or to Grainne Mallon or to the architect or Colour Corner,
- 12:33:51 15 would all have been capable of being satisfied in total by the 10,000 pounds
- 16 which you say that you were in funds from Mr. Hickey to deal with exactly such
- 17 expense, isn't that correct?
- 18 A. Correct.
- 19 Q. 308 And yet you can't offer any explanation at the moment or certainly haven't done
- 12:34:10 20 so as to why it was that if that was the case that Mr. Hickey did not say to
- 21 you 'Frank, this one's for you or if you don't want to pay it give me back the
- 22 10,000 and I'll happily pay it'. But in the scenario you paint. You end up
- 23 with 10,000 in your pocket and you're asking to pay the expenses that you say
- 24 you had garnered this money to deal with, isn't that so?
- 12:34:33 25 A. As you outline it, yes.
- 26 Q. 309 Well, is there any other way in which one can address this issue or can you
- 27 address perhaps explain to the Tribunal why it is that if you had told
- 28 Mr. Hickey that the money was for expenses, that you then went on to bill him
- 29 separately for expenses under the heading Frank Dunlop & Associates?
- 12:34:59 30 A. The relationship with Brendan Hickey was on the basis that I asked him for

12:35:03 1 10,000 for undefined miscellaneous expenses and it is true that in -- when
2 those expenses did occur in relation to the ones you outlined, print, I
3 transferred them to Brendan Hickey and he paid them. It is also true that he
4 never said, as you outlined he might have said, that he'd already given me
12:35:28 5 10,000 pounds and therefore, how would I justify sending him the invoice. And
6 I think as I said in my private interview in May June of 2000, it is
7 conceivable that Brendan Hickey could turn around and say well look, I gave you
8 10,000 in January February of 1992 and I paid all of these invoices so you owe
9 me 10,000 because you haven't accounted for it.

12:35:59 10 Q. 310 But while you say that might well have been open to him to do, he never in fact
11 did so?

12 A. Oh, no.

13 Q. 311 Hadn't done so from 19 -- well certainly didn't do so when the first
14 opportunity of so doing arose, which was when you went to him with an invoice
12:36:09 15 saying here are the printing bills, they total 1,530 and there is a later bill
16 for the mail drop of some 4,000 odd. His immediate reaction to that ought to
17 have been you're in funds for that already, deal with it and send me back the
18 shortfall?

19 A. Yes.

12:36:29 20 Q. 312 Between that and the ten but he didn't do so?

21 A. No, he didn't. And I can't account for what Brendan may say or has said or may
22 say. I don't know what he has said in this context, if anything.

23 Q. 313 Well, he hasn't said anything in relation to it?

24 A. Yes. I mean, I can't account for Brendan. But I would be amazed if he said
12:36:47 25 anything other than he never raised the issue with me. Other than in the
26 normal interchange that takes place in relation to invoices from time to time
27 between companies and to the effect as to the amount. I mean, his amount. I
28 do not recall Brendan Hickey ever either rejecting to pay the specific invoices
29 that were transmitted to him on foot of services bought by me for the Baldoyle
12:37:17 30 East View project. And I do not recall him ever in fact, I am quite adamant he

12:37:23 1 never said I've already given you 10,000 pounds and so therefore that must
2 account for it.

3 Q. 314 So it follows from all of that, that he never asked you for an explanation for
4 the expenditure of the 10,000, isn't that so?

12:37:37 5 A. And I will be surprised either if he says that he did because he didn't.

6 Q. 315 This is in respect of the second large payment made to you within a six month
7 period?

8 A. Yeah.

9 Q. 316 The first being the 20,000 pounds which you paid to politicians and in respect
10 of which you did not account to him?

11 A. Correct.

12 Q. 317 Is it possible that you also indicated to him in taking this 10,000 in January
13 1992 that it was on the ongoing basis that you might have to meet payments from
14 politicians over time as obviously you had indicated to get the 20,000 pounds?

12:38:14 15 A. No.

16 Q. 318 Can you be sure that you did not give that as the reason why you wanted these
17 funds?

18 A. Yes, I can. Because of, as I think I said to you earlier this morning.

19 Q. 319 Uh-huh?

12:38:28 20 A. In relation to the two payments, the 10 and the 20, vis-a-vis the Local
21 Elections in 1991. And the November 1992. I specifically went to Brendan
22 Hickey on the basis that I outlined to you.

23 Q. 320 Uh-huh?

24 A. Contrary, to the contrary in this case. This is an issue in relation, to as I
12:38:51 25 think I outlined in my private statement, that there was no overall account in
26 relation to the Baldoyle East View project. Davy Hickey Properties paid for
27 all of the expenses. I was given 10,000 pounds. You have outlined how I've
28 described it in a variety of forms, miscellaneous expenses, undefined expenses,
29 fighting fund, whatever one likes to call it. But, I mean, I never had a
12:39:20 30 discussion with Brendan Hickey about payments to politicians arising out of

12:39:28 1 monies that I asked him for and that he gave me in this period.

2 Q. 321 Right. You knew that all the -- whatever arrangement it was that you had with

3 Davy Hickey Properties, it was one in which you were not going to be personally

4 liable to meet any of the expenses incurred in the East View project?

12:39:45 5 A. Correct.

6 Q. 322 Isn't that right? Equally, they weren't paying you a fee to do the work. Your

7 role as a co adventurer in this project was that your time was going to be

8 billed to yourself. At the end of the day your profit would be taken in the

9 event that the matter was successfully brought to a rezoning conclusion, isn't

12:40:01 10 that right?

11 A. As I outlined to you yesterday, there would be a discussion on conclusion and

12 Davy Hickey Properties would become directly involved.

13 Q. 323 There was no way, for example, that you were billing them for a retainer every

14 month to do it or anything like that.

12:40:15 15 A. No.

16 Q. 324 This, there was to be no payment to you directly by way of fee or reward, save

17 in the eventuality of the matter succeeding, you were all to sit down, on your

18 account, and decide what proportions of the pie each of you would get, isn't

19 that right?

12:40:31 20 A. Correct.

21 Q. 325 Yes. Because whilst Mr. Hickey has not made any reference, although being

22 invited, having been invited to do so, as declined or elected not to provide an

23 explanation for this. Mr. Shubotham, on the other hand, has. And we'll see

24 from page 664 that he says that the 10,000 pounds was paid to you to sound out

12:41:02 25 the public view on what this project was all about. You see it?

26 A. Yes. I've seen that. That -- I, you know, in ease of Mr. Shubotham. He may

27 well be talking about miscellaneous expenses, I don't know. But I don't recall

28 other than, as I explained to you yesterday, that I did have meetings with

29 residents associations in relation to the project. I wasn't about conducting

12:41:36 30 an opinion poll. I wasn't getting a market survey done as to the viability or

- 12:41:40 1 otherwise of this.
- 2 Q. 326 Right. Let's see what Mr. Shubotham has indicated to the Tribunal as to the
- 3 reason why you were paid this 10,000 pounds.
- 4
- 12:41:47 5 Paragraph three.
- 6
- 7 Mr. Dunlop would have been expected to sound out reaction to the plan proposed
- 8 for the area from all interested parties. I believe that Mr. Dunlop was paid
- 9 10,000 pounds by the East View Partnership through his company Shefran to
- 10 provide these services.
- 11
- 12 Now, that clearly identifies the payment as a payment for services, isn't that
- 13 right
- 14 A. Yes, it does.
- 12:42:12 15 Q. 327 Now, that is wholly incorrect from the account that you have given?
- 16 A. Yes.
- 17 Q. 328 Well you weren't providing services?
- 18 A. Well what services was I providing?
- 19 Q. 329 Well ...?
- 12:42:21 20 A. I have indicated to you that in the context of any expenses that were incurred,
- 21 arising out of the broad explanation of "services", namely, print material.
- 22 That was all paid for by Davy Hickey Properties on invoice by me.
- 23 Q. 330 Yes?
- 24 A. The 10,000 pounds I have always described as for miscellaneous outgoings in
- 12:42:48 25 relation to the Baldoyle East View, in the circumstances as you have correctly
- 26 outlined, that there was no fee structure. And there was no organised system,
- 27 either of retainer payment or an issue payment, with payment made away and a
- 28 success fee.
- 29 Q. 331 Right.
- 12:43:07 30 A. It was on the basis that I outlined to you that there would be a discussion

- 12:43:11 1 subsequently.
- 2 Q. 332 So there was no reason to put in place a sinking fund to meet expenses, from
3 your point of view, because the agreement already provided that every one of
4 those was to be met by Davy Hickey Properties?
- 12:43:22 5 A. That Davy Hickey Properties would meet the ongoing expenses, yes.
- 6 Q. 333 Well then why did you then seek 10,000 if you didn't need it to meet any
7 expenses because you knew they were a mark and every bill that was sent to you
8 would be merely forwarded on?
- 9 A. Oh, well I may well have sought the 10,000 pounds under the sobriquet or
12:43:41 10 euphemism of ongoing expenses knowing that had I got 10,000 pounds it would, as
11 it eventually did, end up in the confluence of funds.
- 12 Q. 334 Yes?
- 13 A. But I did not say that to either David Shubotham or Brendan Hickey.
- 14 Q. 335 But you couldn't have believed yourself that you needed an expenses fund in
12:44:03 15 relation to Baldoyle in view of the fact that your agreement expressly provided
16 that expenses were to be met by Davy Hickey, isn't that right?
- 17 A. That is correct, yes.
- 18 Q. 336 So what was your reason for asking for the 10,000 in the knowledge that
19 expenses were already going to be met?
- 12:44:20 20 A. Oh, I had no doubt that the real reason, the overriding reason in the context
21 was that I was probably going to be asked for money by politicians.
- 22 Q. 337 Yes. And is there any reason why you did not indicate that to Mr. Hickey in
23 this instance, since you had felt that you could indicate that as being a
24 reason to require him to pay you monies on a previous occasion and indeed on a
12:44:45 25 subsequent occasion?
- 26 A. Yes.
- 27 Q. 338 Both the 10,000 paid in November and the 20,000 paid in the previous June were
28 done on the basis that we've already described here, that I need the money
29 because people making a call on, you'd no difficulty in making that statement
12:45:02 30 in relation to those two payments?

- 12:45:05 1 A. Yes.
- 2 Q. 339 Now, can I suggest that there's absolutely no distinction and no restriction
3 upon you imparting that similar information to Mr. Hickey at the time of this
4 payment, given that that in your mind was the reason why you were going to
12:45:22 5 obtain the money in the first instance, isn't that so?
- 6 A. Yes, there is.
- 7 Q. 340 Tell me what it was?
- 8 A. Well, I mean in, the context of the '91 payment you had a Local Election. In
9 the November '92 context you had a General Election.
- 12:45:44 10 Q. 341 But you've told us that they were just conveniences. They were points on the
11 road of which you could stop and pay politicians bribes on the basis that this
12 is a political contribution towards the election. Whereas everybody involved
13 knew it was a bribe?
- 14 A. Yes.
- 12:45:51 15 Q. 342 So that isn't an explanation if you're going to bribe them?
- 16 A. No, sorry, I wouldn't accept that contention. In the circumstances that in
17 June 1991 and in November 1992 I went to Brendan Hickey looking for money for
18 political donations. I did not say to Brendan Hickey I need money to give to
19 X, Y and Z, because I need him to do X, Y and Z for me in the future or for
12:46:19 20 something that he has done for me in the past. I went to Brendan Hickey as a
21 source of funding, in the full knowledge that I would be importuned by
22 politicians for funds, in the context of elections.
- 23 Q. 343 Yes. And certainly from what you've told us of interview before and which has
24 been outlined earlier this morning, that is something which you weren't keeping
12:46:40 25 back from him. You were telling him look, Brendan, the position is these
26 people will be coming to me looking for money. They'll say that you helped or
27 we helped you in City West, we helped you in Ballycullen, whatever it might be.
28 They'll be looking for money?
- 29 A. Yes.
- 12:46:55 30 Q. 344 It was on that basis that he gave you the money?

12:46:57 1 A. Yes.

2 Q. 345 There was a full and frank exchange between both of you at that time as to what
3 the realities of life were?

4 A. Yes.

12:47:04 5 Q. 346 That you should have money in a Kitty available to you?

6 A. That I should, yes.

7 Q. 347 Available to you to meet the requests which inevitably were going to flow from
8 the fact that an election was called and therefore, the politicians would be on
9 your door looking for money?

12:47:19 10 A. Well, I think I've given evidence in a number of Modules.

11 Q. 348 Yes?

12 A. And let the record show that I am here now giving it too.

13 Q. 349 Sure?

14 A. Once an election is called. You either took the phone off the hook or else you
12:47:34 15 just kept it to your ear on a continuous basis. And most of the calls were
16 politicians.

17 Q. 350 But what is of importance at this particular time, is that this is information
18 which you imparted to Mr. Hickey?

19 A. That I would be getting calls for funding, yes.

12:47:48 20 Q. 351 Exactly?

21 A. Yes, yes.

22 Q. 352 And that he gave you the money in the knowledge that that was the likely
23 destination of the funds that he was giving you, isn't that right?

24 A. Well, let's close off all of the options here, Mr. O'Neill.

12:48:00 25 Q. 353 Yes.

26 A. Mr. Hickey was not giving me the money so that I could go on a trip to the
27 Bahamas or go down to Brown Thomas and buy a fur coat. Mr. Hickey and I had a
28 conversation on the basis generated by me that there was an event called an
29 election. That there would be demands for money to me and that I needed some
12:48:21 30 funds and I was asking him in effect to make a contribution to me on both

- 12:48:25 1 occasions to facilitate that.
- 2 Q. 354 Yes. But not as we have inquired into a little earlier, not on the basis that
- 3 it would be a recorded political donation to that individual or party but
- 4 rather that it would be an unaccounted for expenditure at your discretion
- 12:48:44 5 between a wide range of persons who would never necessarily know the payment
- 6 was coming from him or in respect of his projects but that it was part of your
- 7 war chest, all of that was made known to you?
- 8 A. No, I think the operative phrase that you've used there is at my discretion.
- 9 Q. 355 Yes?
- 12:49:02 10 A. And that is the that the monies that he gave to me, I would use in his
- 11 estimation. Now Mr. Hickey will give his own evidence. But in his estimation
- 12 that I would give monies to politicians in the context of a local and in
- 13 November 1992, a General Election. The word "inducement" "bribe" or whatever
- 14 other euphemism you like to think of was never, never used, either by him or by
- 12:49:34 15 me. And I never intimated to him that this money would be used retrospectively
- 16 or prospectively in relation to votes at Dublin County Council.
- 17 Q. 356 Well, do you think for a moment that it wasn't understood, it was certainly
- 18 understood by you what you were intending to use it. Do you think for a moment
- 19 that Mr. Hickey did not believe exactly as you did that the way of the world,
- 12:50:01 20 as you described at that time, involved the payment of monies to politicians
- 21 and this was part of that exercise that he and you were engaged in, in the
- 22 payment of the 20,000 in June?
- 23 A. Well, the only answer that I can give to that, Mr. O'Neill. He may well have
- 24 done and he may well not have done. And I can't account for what Brendan
- 12:50:23 25 Hickey will say as to what his understanding was. But that was my
- 26 understanding.
- 27 Q. 357 Right. And the distinction then in relation to this particular payment made in
- 28 January 1992, is that, firstly, it is made in respect of Baldoyle and not City
- 29 West, that's the first distinction?
- 12:50:40 30 A. Correct.

- 12:50:40 1 Q. 358 The amount is somewhat less, and it's not taking place at a time of a general
2 or Local Election. But nonetheless, it is a funds which is going to be --
3 sorry. It is a payment which is going to go into the confluence of funds to be
4 paid and expended by you in exactly the same way as the earlier payment?
- 12:51:00 5 A. Uh-huh.
- 6 Q. 359 And was to meet the demands of politicians, albeit in this instance, not under
7 the guise of an election contribution. But still for that purpose of achieving
8 the support of that Councillor for your project, isn't that the position?
- 9 A. Yes. And I -- with the caveat that that has been -- that is my presentation
10 of.
- 11 Q. 360 Yes?
- 12 A. Of the facts of the matter.
- 13 Q. 361 Right, Mr Hickey will have to give his own. Right. And whilst Mr. Hickey has
14 yet to give any indication of what he understood it to be. We've heard
12:51:34 15 Mr. Shubotham's version of it, which you are rejecting utterly, isn't that
16 right?
- 17 A. Well, certainly, I mean, the idea of me sounding out the reaction to the plan
18 proposed for the area. I mean, that is capable of quite a large number of
19 interpretations, I might suggest. But certainly if you were to formalise it,
12:51:55 20 it wasn't Frank Dunlop & Associates or Frank Dunlop or Shefran conducting a
21 market surveyor an opinion poll as to the likelihood of the success or
22 otherwise of this project.
- 23 Q. 362 Yes?
- 24 A. That --
- 12:52:10 25 Q. 363 So that version of events we can put aside. Frankly, it is not the reason why
26 this money was either sought by you?
- 27 A. Well, it certainly is not the reason why it was sought by me.
- 28 Q. 364 Right?
- 29 A. I can absolutely assure you of that..
- 12:52:24 30 Q. 365 And you can't understand necessarily how that could be the view that

- 12:52:28 1 Mr. Shubotham is expressing. Because if it was for services it would have been
2 followed by a Frank Dunlop & Associates invoice for services, isn't that right?
- 3 A. Yeah.
- 4 Q. 366 Whereas, this is a Shefran payment and is going into the fund, as we call it,
12:52:42 5 the war chest?
- 6 A. Yes. And I'm quite sure, Mr. O'Neill, that Mr. Shubotham is eminently capable
7 of saying what he has said as the basis of his understanding.
- 8 Q. 367 Yes. And as regards this payment. This is the payment which you say was to be
9 the source of the monies which were paid between 14 and 16 months later to the
12:53:09 10 politicians involved, isn't that right?
- 11 A. Yes.
- 12 Q. 368 It has not been recorded in any way in your accounts because this is one of
13 those instances in which the cash, the cheque is cashed, isn't that right?
- 14 A. Yes.
- 12:53:25 15 Q. 369 It's not equally recorded in the accounts of the donor as being attributed to
16 any particular payment, isn't that right?
- 17 A. That's correct, yes.
- 18 Q. 370 It is entirely an unreceipted payment to you, as much as exists, is a reference
19 to the fact that East View expended it and it appears in the document at 2879
12:53:56 20 as being a Shefran payment, isn't that right?
- 21 A. That's correct.
- 22 Q. 371 Of 10,000?
- 23 A. Yes, yes.
- 24 Q. 372 Obviously, the -- on the 24th of February, which was the date apparently that
12:54:15 25 this payment cheque was debited to the East View Partnership account. And
26 since we know you didn't lodge it to any account. You now had funds to the
27 amount of 10,000 pounds in your hand. And you don't know where you spent them
28 but you spent them?
- 29 A. Correct.
- 12:54:35 30 Q. 373 If we turn now to the next payment, which is the payment of 2,500 pounds. And

12:54:41 1 that was made in August of 1992. This is a payment in respect of which an
2 invoice was generated we'll see at page 1764.
3
4 This is a Shefran invoice. Was there any record except of these invoices, in
12:55:23 5 other words, did you have an invoice book from which you tore off these
6 documents or was each one generated separately? I know that they weren't to be
7 the subject of any formalised account keeping on your part. But I'm just
8 wondering how you generated these documents
9 A. The invoices you mean.
12:55:47 10 Q. 374 Yes?
11 A. They were generated individually. On the particular -- you have it on screen.
12 Q. 375 Yes?
13 A. On particular notepaper that was generated by me or for me.
14 Q. 376 Right. And they didn't have any particular reference numbers or sequential
12:55:57 15 back up to them in the sense of you didn't have an invoice book or anything of
16 that nature?
17 A. In relation to Shefran, no.
18 Q. 377 These were for the benefit of the donors and their accounts rather than for any
19 internal accounting purpose of your own, is that correct?
12:56:12 20 A. Correct, yes.
21 Q. 378 And once generated did you file them in any order or keep them in any way or
22 ...?
23 A. Not in any particular order or in any particular file. And the ones that we
24 had copies of, we -- I think we've given -- that is one of a number that we
12:56:34 25 have discovered to the Tribunal.
26 Q. 379 Yes. And you'll see what's referred to there as the service provided. Who
27 dreamt up this formula of words?
28 A. I think you used the word "verbiage" earlier on in the morning, Mr. O'Neill.
29 And it looks well but means nothing.
12:56:53 30 Q. 380 And the key word I think at the end of it is "education?"

- 12:56:57 1 A. Yes.
- 2 Q. 381 Which rendered the service to be non-vatable.
- 3 A. Yes.
- 4 Q. 382 Is that the whole intention of this, to allow for a document to appear in the
- 12:57:04 5 accounts of others which wouldn't necessarily have a VAT?
- 6 A. Yes.
- 7 Q. 383 Reference to it and therefore, would limit the opportunity for any audit trail
- 8 being followed to see whether or not you, for your part, as the recipient of
- 9 the funds, had made the appropriate revenue returns in respect of it?
- 12:57:23 10 A. Correct.
- 11 Q. 384 Was that the underlying thinking of this type of document?
- 12 A. Yes, that's correct. I have in fact given evidence heretofore in another
- 13 Module in relation to the genesis of this notion. The source of which I can't
- 14 recall but somebody did tell me at some stage during the course of the early
- 12:57:41 15 '90s that if you generated an invoice in relation to educational services it
- 16 was non-vatable.
- 17 Q. 385 Yes. We'll see at page 2841.
- 18
- 19 Your explanation for that payment there. Yes. What was your understanding of
- 12:58:14 20 what this was to be paid for
- 21 A. I have absolutely no idea, Mr. O'Neill.
- 22 Q. 386 You record the fact that it was a subsequent invoice?
- 23 A. Yes.
- 24 Q. 387 Sorry at the re issue of an existing invoice it was paid to the order of or at
- 12:58:30 25 the request of Mr. Brendan Hickey, isn't that right?
- 26 A. Yes, I think there is documentation discovered to the effect that there is a
- 27 note from Brendan Davy Hickey Properties asking that the invoice be re issued.
- 28 Q. 388 Yes?
- 29 A. Because it had originally been issued to the Newlands Business Park.
- 12:58:56 30 Q. 389 Yes. I'll just find that documentation for you.

12:59:08 1
2 MR. GORDON: 1765.
3
4
12:59:13 5 MR. O'NEILL: And the cheque is above it there, you see that?
6 A. Yes.
7 Q. 390 This payment it seems, is made on the 7th of August, the cheque certainly is
8 dated the 7th of August, isn't that right? And at that time I think you were
9 having extensive dealings with both Mr. Shubotham, Mr. Hickey, Mr. Lawlor and
10 others, isn't that right?
11 A. Yes.
12 Q. 391 We'll see that on the 7th, that's Friday, there is a telephone reference at
13 page 1763. Where at 2:45 Mr. David Shubotham leaves a message. David
14 Shubotham meeting you are attending on his behalf single payment only.
15 Followed by Liam Lawlor ringing you at four at home.
16
17 In your dealings with Mr. Lawlor, did you understand that amongst the methods
18 of payment selected by him in relation to ongoing projects was to have a
19 monthly retainer from individuals two and a half and three thousand pounds a
20 month for services undefined
13:00:45 21 A. First of all, let me say that I never had such a discussion with Mr. Lawlor.
22 He never, Mr. Lawlor was not a person to indicate to you what his ongoing
23 relations financially were with other people.
24 Q. 392 He didn't share with you his methodology as regards receiving payments from
13:01:07 25 persons?
26 A. Other than when he wanted money from me.
27 Q. 393 Yes?
28 A. He would specifically say that he had been -- had full or had given a lot of
29 advice or he had recommended me.
13:01:19 30 Q. 394 Yes?

- 13:01:19 1 A. In relation to a particular project or otherwise.
- 2 Q. 395 Yes.
- 3 A. But ...
- 4 Q. 396 I think you've indicated earlier Mr. Dunlop, possibly not in this Module but in
- 13:01:31 5 others. That it was Mr. Lawlor's habit to call on you, cold call on you and
- 6 not leave until he'd received a payment from you for, that he used to pay his
- 7 secretaries and expenses and matters of that sort that?
- 8 A. That is correct.
- 9 Q. 397 Yes. So that his immediate outgoings could be the subject of a call to you to
- 13:01:51 10 fund them?
- 11 A. Yes.
- 12 Q. 398 And what level of payment would you be making on that basis to him?
- 13 A. Well, it certainly never went below 1,000 pounds.
- 14 Q. 399 Right. Is it possible that this 2,500 pounds payment made by Mr. Shubotham's
- 13:02:12 15 company and Mr. Hickey's company, on foot of an invoice, relates to the meeting
- 16 that you were to attend and to make a single payment only on that date?
- 17 A. The only answer I can give to you, Mr. O'Neill, yes, it is possible. But, I
- 18 mean, I do not have a recollection. But certainly it is possible.
- 19 Q. 400 Yes?
- 13:02:29 20 A. But I do not ever recollect being asked by David Shubotham or Brendan Hickey,
- 21 for that matter.
- 22 Q. 401 Yes?
- 23 A. Or any representative of Davy Hickey Properties to give money to Liam Lawlor.
- 24 Q. 402 Well, have you any recollection of attending a meeting on behalf of David
- 13:02:48 25 Shubotham at which you were to say that there would be a single payment only?
- 26 A. No, that strikes me. I know it's in my telephone record. My secretary is
- 27 there. That, I do not have a recall of any such meeting. Obviously the call
- 28 relates to a particular meeting.
- 29 Q. 403 Yes?
- 13:03:07 30 A. Otherwise it wouldn't be there. Do I recall it, no, is the answer, I don't.

- 13:03:14 1 Q. 404 No. But certainly a role that was envisaged for you here, firstly, was one in
2 which you were going to stand in the shoes of Mr. Shubotham as the payer of
3 funds, isn't that right? If this entry means what it says?
- 4 A. Oh, sorry, yes.
- 13:03:30 5 Q. 405 There was to be a meeting that day or perhaps not that day but later. But
6 there was to be a meeting. You were to attend that meeting on David
7 Shubotham's behalf?
- 8 A. Well, that is what the message says, yes. What meeting I ever attended on
9 David Shubotham's part -- I nearly said something else. On Shuey's part -- was
10 not. I don't recall ever attending a meeting on his ...
- 11 Q. 406 Behalf?
- 12 A. Yeah, sorry. Language is getting a little bit diffused. On his behalf. That
13 I would have, and if you're making the connection, which I think you are, that
14 I would make a payment to Liam Lawlor. I never -- I have never ever -- I do
15 not recall any such meeting.
- 13:04:18 16 Q. 407 I accept that you don't have a recall of it at this point in time. But looking
17 to the reference in your telephone diary there. Would you agree with me that
18 it was intended A, that there would be a meeting. B, that you would be there
19 in a capacity representing Mr. Shubotham. And C, that the question of a
20 payment to somebody?
- 13:04:36 21 A. Yes.
- 22 Q. 408 Was going to be the subject matter of that meeting. And it was his view or his
23 instruction to you in relation to that meeting it should be a single payment
24 only?
- 13:04:48 25 A. Correct.
- 26 Q. 409 And it happens to coincide with the same date upon which we see as far as
27 you're concerned, an unexplained invoice raised by Shefran Limited in an
28 amount of 2,500 pounds which is subsequently paid by Brendan Hickey who is, as
29 we know, linked with Mr. Shubotham in the affairs of Davy Hickey Properties
30 Limited?

13:05:10 1 A. Yes.

2 Q. 410 Isn't that right?

3 A. That's correct.

4 Q. 411 And it's for an invoice which is a nonsense invoice. It didn't reflect any

13:05:16 5 actual service provided to anybody?

6 A. Oh, absolutely not, yes.

7 Q. 412 It's that standard verbiage that was issued there. Which would appear to

8 suggest, I'm putting to you, that there is a link between these items. There

9 certainly is a temporal link of a chronological sequence of events. There's an

13:05:37 10 invoice dated the 6th. There is a telephone call on the 7th in relation to the

11 meeting. There's a cheque to Shefran on the 7th. All of which would suggest

12 that at that time the question of a payment to somebody on a one off basis was

13 being made. And it was to be done possibly by you and reimbursed by Davy

14 Hickey's, I know not. But you were the party involved in all of this?

13:06:01 15 A. Yes.

16 Q. 413 And you have absolutely no recollection?

17 A. No.

18 Q. 414 As to what it concerned, is that the position?

19 A. No. And I can absolutely, again, adamantly say to you. I do not have any

13:06:19 20 recall of David Shubotham ever asking me to make a payment. Either a single

21 payment or collective payment or a number of payments to Mr. Lawlor or anybody

22 else.

23

24 Now, in the absence sense of any coherent and cogent explanation by me as to

13:06:32 25 the contents of that telephone note, I presume any inferences, can be drawn.

26 But, I mean, I cannot say to you and I have always consistently said that this

27 cheque in relation to 2,500 pounds, albeit from Shefran, and albeit addressed

28 in the first instance to the wrong address and being asked to re address it. I

29 do not have a recall as to what it was for.

13:07:08 30

13:07:08 1 CHAIRMAN: All right. It's five past one. So we'll adjourn until five past
2 two.

3

4

MR. O'NEILL: Very good.

13:07:15 5

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13:07:26 10

11 **THE TRIBUNAL THEN ADJOURNED FOR LUNCH.**

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THE TRIBUNAL RESUMED AS FOLLOWS AT 2:05 P.M.:

13:07:27 1

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14:11:48 5 MR. O'NEILL: Mr. Dunlop, just before lunch, are you comfortable?

6 A. Yes, thanks

7 Q. 415 We were dealing with the 2,500 pound payment?

8 A. Yes.

9 Q. 416 I just want to finish with that. I was addressing the possibility that it

14:12:01 10 might have been a payment to Mr. Lawlor in the context of previous evidence

11 that you've given about Mr. Lawlor making requests of you for payment.

12

13 And we will see from page 201 on screen.

14

14:12:13 15 That in one of the statements you furnished to the Tribunal you indicated that

16 between, this is about half way down the page. Between 1992 and 1995

17 approximately I paid Mr. Lawlor regular sums on either Thursday or Friday

18 afternoon on foot of requests from him in order to pay his staff etc. These

19 payments would vary between 2,000 and 5,000 pounds. I estimated that such

14:12:41 20 payments estimated to some 10,000 pounds in total. In total Mr Lawlor was in

21 receipt of some 139,500 pounds from me in the period January 1991 to February

22 1997.

23

24 We'll see that from the diary entries at 1762. That, indeed, the day upon

14:13:02 25 which the invoice was typed or what have you, the 6th of August was indeed a

26 Thursday

27 A. Yes.

28 Q. 417 And you were contacted by Mr. Shubotham towards the end of business that day.

29 And on the following day, the Friday, 17th. That's -- 7th rather. 1763. That

14:13:29 30 was the date upon which we see the record of the meeting. And Mr. David

14:13:36 1 Shubotham and the single payment only and again a four o'clock reference to
2 Mr. Lawlor ringing you at home. Obviously, you weren't available at that point
3 to him and he was ringing you at home?
4 A. Yes, he would ring me later.

14:13:49 5 Q. 418 Or would be ringing you at home?
6 A. Yes.
7 Q. 419 So none of that, in any event, assists you in endeavouring to identify at this
8 point in time the likely recipient of that amount of money on that occasion,
9 isn't that right?

14:14:06 10 A. No.
11 Q. 420 That was in August 1992. And it was in and around that time I think that we
12 discussed earlier the question of there being monies intended to be borrowed by
13 you to advance your interest in the City West project, isn't that right?
14 A. Yes, that's correct.

14:14:26 15 Q. 421 And I think on possibly Friday last, when we were discussing the relative
16 inter-reaction between City West and Baldoyle, your evidence was that by 1992,
17 indeed, by 1991 your actual PR activities in relation to City West had ceased
18 insofar as the Section 4 was successful, it was followed by a successful
19 planning application and in turn, by a successful appeal to An Bord Pleanala.
14:15:00 20 All of which had taken place in the first half of 1991. And that your
21 involvement after that declined to the point that most of the interest you had
22 was in relation to Baldoyle, isn't that so?
23 A. Correct.

24 Q. 422 The exception to that being that in 1992 this business of possibly acquiring a
14:15:26 25 greater interest arose in July and you revisited that issue then, isn't that
26 right?
27 A. Yes.

28 Q. 423 But by that time, I think in fact it had been in October of the previous year,
29 your outstanding fee had been converted into a shareholding in City West and
14:15:44 30 that was 25th of October, I think, of 1991?

14:15:46 1 A. Yes, correct.

2 Q. 424 Right. As we get to the end of 1992, it's coming towards a General Election.

3 And that triggered, you say, the next payment which was the 10,000 pounds

4 payment on the 11th of November 1992. We'll see that in the exercise carried

14:16:15 5 out by Davy Hickey Properties in relation to that expenditure, they record it

6 as a political donation. At 1788. Please. The 11th?

7 A. Yes.

8 Q. 425 And again, I think that the information that you provided to us in your most

9 recent statement, that is the statement in November 2006, doesn't specifically

14:16:38 10 refer to it being a political donation as such. But it is one of the matters

11 which you covered in your interview in 2000. We read it out. I don't intend

12 to read it again?

13 A. Yes.

14 Q. 426 The same logic or principle or explanation for that payment applies equally --

14:16:59 15 sorry. For the 20,000 pounds payment in June of 1991 applies equally to this

16 payment in 1992, although you said that it was perhaps a little harder to get

17 this payment than it had been to get the first?

18 A. Yes.

19 Q. 427 I think it was the comment that you made. Sorry. More accurately perhaps that

14:17:18 20 Mr. Hickey might have felt that he was running out of, say, patience with

21 making these type of payments?

22 A. Mr. Hickey, I will suggest to you if you contextualise it. I don't think

23 Mr. Hickey was alone at that particular time. There was significant.

24 Q. 428 Albeit perhaps for different reasons of course?

14:17:39 25 A. Well, that.

26 Q. 429 The 10,000 pounds then we see in that exercise in 2000 is attributed to being a

27 political donation. And we'll see from the next document.

28

29 At 1789.

14:17:56 30

- 14:17:56 1 That it is yet another payment made and evidenced by a bogus invoice,
2 suggesting that it was a payment for refresher facilities vis-a-vis
3 professional advices etc. etc.
- 4 A. Yes.
- 14:18:12 5 Q. 430 Isn't that right. I take it that you wouldn't generate invoices such as this
6 unless specifically requested to do so? I mean, you didn't willy-nilly bang
7 out one of these invoices every time you made a request for money?
- 8 A. No. But in the event that there was an indication that it would be paid, an
9 invoice would have been requested of some form or another.
- 14:18:38 10 Q. 431 Well, if it's a political donation you wouldn't be sending an invoice because
11 you're not a political party. It's not an invoicable subject as such if it's a
12 political donation you're making the question of an invoice simply doesn't
13 arise?
- 14 A. Exactly. I mean, I fully concur.
- 14:18:58 15 Q. 432 Yes?
- 16 A. But, I mean, in the circumstances of asking for money.
- 17 Q. 433 Yes?
- 18 A. Albeit in circumstances of a General Election.
- 19 Q. 434 Yes?
- 14:19:09 20 A. And I am going to get, negotiate and I am going to get 10,000 pounds from
21 Brendan Hickey.
- 22 Q. 435 Yes?
- 23 A. Well, Brendan Hickey obviously needs some sort of paperwork in relation to it.
- 24 Q. 436 Well, when you say obviously. I can't see that it is obvious that if somebody
14:19:26 25 is making a political donation that they should ask for an invoice for an
26 entirely separate purpose. I mean, that isn't obvious. That is the result of
27 some decision making process between the donor and the recipient where they
28 decide that they are going to reflect this payment in a manner which involves
29 an invoice and the invoice is a bogus invoice?
- 14:19:49 30 A. Yes. I would absolutely concur that the invoice would not exist had it not

- 14:19:54 1 been requested.
- 2 Q. 437 Okay. And the request obviously came from the donor then in that scenario, as
- 3 you describe it?
- 4 A. Correct.
- 14:20:01 5 Q. 438 Right. And was it indicated to you why it was that an invoice should be
- 6 received, firstly, and secondly, that it should be from Shefran given that this
- 7 is intended to be a payment to politicians and not to Shefran?
- 8 A. Yes. Well, I don't think there was any question of the identity of the source
- 9 of the invoice, whether it should be Frank Dunlop, Frank Dunlop & Associates,
- 14:20:26 10 Shefran, or any other company.
- 11 Q. 439 Uh-huh?
- 12 A. I think it was posited in the notion that for paperwork exercise that there
- 13 would be a reflection in the books that 10,000 pounds had been paid.
- 14 Q. 440 Yes. But of course that reflection is a false reflection of what the actuality
- 14:20:45 15 of the payment was, isn't that right?
- 16 A. Oh, absolutely in the context of the invoice drawn up.
- 17 Q. 441 Yes. The reality was that it ought to have been recorded as a political
- 18 donation?
- 19 A. Yes.
- 14:20:56 20 Q. 442 It is so recorded in the exercise carried out in 2000 for the Tribunal. But
- 21 the underlying documentation at the time was not that it was a political
- 22 donation but rather that it was for this bogus service, isn't that correct?
- 23 A. Correct.
- 24 Q. 443 But are you able to account for or explain why it is exactly that Mr. Hickey
- 14:21:26 25 wanted such an invoice for a payment which apparently, you say, was expressed
- 26 to him to be a political donation?
- 27 A. Do you mean when you say such an invoice, in the format that it is.
- 28 Q. 444 Yes?
- 29 A. Well certainly Brendan Hickey never dictated to me what any format of an
- 14:21:41 30 invoice ought be.

14:21:42 1 Q. 445 Yes?

2 A. Other than to express a request for an invoice. The formulation of the invoice

3 is mine.

4 Q. 446 Yes?

14:21:50 5 A. And I think it's a replication of what we've seen already.

6 Q. 447 Sure?

7 A. In relation to the terminology.

8 Q. 448 Yes?

9 A. But certainly Brendan Hickey didn't say to me I want an invoice in the

14:22:01 10 following terms.

11 Q. 449 No?

12 A. He just said I need an invoice.

13 Q. 450 Yes. But while that is so, it is equally the case that he had received an

14 invoice in identical terms some three months beforehand. There's no question

14:22:16 15 of him not having considered that invoice because in respect of the first of

16 them he asked you to reissue it albeit to a different entity?

17 A. Correct.

18 Q. 451 He took no issue with its content?

19 A. No.

14:22:28 20 Q. 452 So it was known to both of you that this was a bogus invoice, isn't that right?

21 A. Well certainly as far as I'm concerned, I can absolutely attest to the fact

22 that it was a bogus invoice.

23 Q. 453 Yes?

24 A. Because I drew it up. How Brendan Hickey regarded it on receipt or whether he

14:22:47 25 acknowledged -- he never acknowledged it to me that it was a bogus invoice.

26 Whether he acknowledged it personally to himself, that's a matter for him. But

27 certainly the agreement to pay the 10,000 was on foot of the production of an

28 invoice, whatever the terms of the invoice were.

29 Q. 454 Right. Now, whilst invoices may sometimes slip under the radar in an accounts

14:23:09 30 Department and get paid without them being analysed, in this instance the

14:23:16 1 precedent had been specifically considered by Mr. Hickey and he had asked for
2 it to be made out to another company and that accounted for the second invoice,
3 isn't that right?

4 A. Correct, yes.

14:23:27 5 Q. 455 And therefore it would appear that he had studied its content in sufficient
6 detail to know that it should be addressed to somebody else for a start?

7 A. Yes, he got the invoice.

8 Q. 456 Right?

9 A. He looked at the invoice and decided that this should be re issued in the name
14:23:42 10 of another company or to another company.

11 Q. 457 Yes.

12
13 JUDGE KEYS: Mr. Dunlop, could I just ask you on that. Isn't that the purpose
14 of these invoices, to disguise the purpose of the payment?

14:23:56 15 A. Yes, I would say -- on foot of, Judge, sorry. On foot of my request to him for
16 money in the context of an election. Yes, he was giving me 10,000 pounds for
17 distribution during the course of an election. But he needed an invoice. So I
18 drew up this invoice.

19
14:24:15 20 JUDGE KEYS: Thank you.

21
22 MR. O'NEILL: We'll see at page 2968.

23
24 That it was a payment which was analysed. If we can turn that please. And I
14:24:27 25 think this document extends to two sheets. Firstly, I should say that this is
26 recently acquired documentation from the Tribunal. It only went to you

27 A. This morning.

28 Q. 458 If I'm correct in remembering what was said by counsel this morning. It was
29 received this morning by you. It was received by us last week. And I want to
14:24:55 30 make clear that it was received by us last week because our query following up

- 14:24:59 1 on this chain of events only came to the donor of these documents last week
2 also?
- 3 A. I see.
- 4 Q. 459 So it's an ongoing process. But this document records that the payment is
14:25:14 5 treated as a PR payment. Now, it may be that I'll have to give you the
6 originals of these documents because there's a spreadsheet which I think goes
7 wider than just what we see on screen. Sorry. You will see there I think it's
8 a Shefran payment at 122.
- 9 A. Yes.
- 14:26:38 10 Q. 460 In that exercise. Right. And that was analysed as a public relations expense,
11 isn't that right?
- 12 A. Where it is analysed.
- 13 Q. 461 There are caption headings I think showing items of expenditure and?
- 14 A. I don't see any designation for it, Mr. O'Neill.
- 14:27:08 15 Q. 462 I think we'll find it, Mr. Dunlop, on the next page. Page 2 -- this is a
16 spreadsheet which unfortunately has very many headings. Not capable of being
17 generated on one page.
18
19 2969. You'll see the 10,000 in the top column thereabout six or seven in.
- 14:27:51 20
21 So if you combine pages 296 and 68 and 2969 as one document and you move from
22 the Shefran reference in the left-hand margin of 10,000
- 23 A. Uh-huh.
- 24 Q. 463 And then move across to the point where you find a heading column heading for
14:28:16 25 public relations you'll find the 10,000 analysed there?
- 26 A. Yes.
- 27 Q. 464 Yes. So that document was generated more or less in the period in which the
28 payment was being initially analysed by the donor and it was shown at that time
29 as a PR expense although subsequently attributed to a political donation in
14:28:40 30 later documentation?

- 14:28:41 1 A. Yes.
- 2 Q. 465 And in your own documentation, the subject of that bogus invoice that we have
- 3 talked about. And your explanation in relation to that is the explanation
- 4 given for the 20,000 payment also, namely, that it was elicited from Brendan
- 14:28:59 5 Hickey in circumstances where you needed money for the Kitty?
- 6 A. Yes.
- 7 Q. 466 And it went into the confluence of funds that were used to pay politicians.
- 8 Not accounted for to him by way of any breakdown of expenditure. No individual
- 9 politician identified as being a recipient of the funds. No receipts issued
- 14:29:22 10 for this amount by any of the recipients. And not necessarily attributed by
- 11 you to City West when making the donation?
- 12 A. Correct.
- 13 Q. 467 All of those things apply equally to this, the second payment. But you do make
- 14 one qualification. And that is that some of this may have been used
- 14:29:39 15 personally?
- 16 A. Yes.
- 17 Q. 468 And this is really a reflection or an addendum to your initial statement in
- 18 relation to it?
- 19 A. Yes.
- 14:29:47 20 Q. 469 And can you tell me how much of the 10,000 was paid, was used by you personally
- 21 and when you reached the conclusion that it was the case that you had done so
- 22 rather than paying it all to politicians as may have been the impression
- 23 created by your first statements in relation to this sum?
- 24 A. Well, I can't tell you exactly how much may have been used by me personally.
- 14:30:11 25 But I have already given evidence to the effect that on occasion I did use
- 26 monies out of the confluence of funds for personal use. I did not necessarily
- 27 use all of the monies in the confluence of funds specifically for the purposes
- 28 of.
- 29 Q. 470 Yes?
- 14:30:27 30 A. Paying politicians.

- 14:30:28 1 Q. 471 Yes?
- 2 A. So in the particular context in 1992 there is a likelihood that some of the
- 3 money may have been used personally.
- 4 Q. 472 Yes. I'm just wondering why you can make that statement in relation to this
- 14:30:43 5 payment in November 1992 but you don't make the same statement in relation to
- 6 the June 1991, 20,000 pounds payment?
- 7 A. Hmmm.
- 8 Q. 473 What changed?
- 9 A. Well, it's not that something changed. I suppose the answer to your question
- 14:31:00 10 is I could equally say that in relation to other payments. And it's not
- 11 specifically, I'm not specifically saying it in the context of this payment
- 12 because I have an absolute recollection of using any of it personally. All I'm
- 13 saying is that at this time in or around 1992 I may have used some of it
- 14 personally. I'm not saying I did. I may have done.
- 14:31:23 15 Q. 474 I see. The VAT payment represented the last 1992 payment. And represented the
- 16 last of the payments which you identify as being a payment from which
- 17 politicians received monies, isn't that so?
- 18 A. That is correct, yes.
- 19 Q. 475 Yes. And that leaves remaining one final payment. And that is a payment of
- 14:31:52 20 20,000 pounds, which is debited to the account of Mr. Shubotham on the 16th of
- 21 March of 1993. And in relation to that particular payment. Unlike the other
- 22 payments, which we have referred to. This one did not find itself the subject
- 23 of any discussion at interview with the Tribunal legal team in 2000 at those
- 24 interviews, isn't that right?
- 14:32:20 25 A. That's correct, yes.
- 26 Q. 476 And I think you indicated a little earlier, that the reason for that was that
- 27 you hadn't recollected that payment at the time and therefore, you didn't raise
- 28 that payment, isn't that right?
- 29 A. Yes, it is a payment that I know I got personally from Mr. Shubotham because
- 14:32:37 30 arising out of a discussion in relation to fees.

- 14:32:40 1 Q. 477 Yes?
- 2 A. We had already made an arrangement vis-a-vis the fee schedule and that was
- 3 transmuted into a shareholding. But there was, I think I replied to you
- 4 yesterday in the context of when you asked me, you thought that Davy Hickey
- 14:33:00 5 Properties had sold me a pup in the context of shareholding in City West. I
- 6 had no knowledge at the time of whether the City West project would be
- 7 successful or not. And I just made a plea to Mr Shubotham in relation to fees.
- 8 He said, if I recollect correctly, that he wasn't prepared to go back to the
- 9 partnership in relation to fees given what had occurred and he gave me 20,000
- 14:33:25 10 pounds personally.
- 11 Q. 478 Yes. Now, I was just trying to establish firstly when this matter surfaced as
- 12 between yourself and the Tribunal?
- 13 A. Oh, sorry.
- 14 Q. 479 And the first aspect of that being that it was a matter which wasn't raised
- 14:33:39 15 initially by you in your Tribunal interviews.
- 16 A. Correct.
- 17 Q. 480 But subsequently the Tribunal contacted you in relation to it having received
- 18 information from Mr. Dunlop. Sorry, Mr. Shubotham. To the effect that he had?
- 19 A. Correct.
- 14:33:51 20 Q. 481 Made such a payment?
- 21 A. Yes.
- 22 Q. 482 And that in turn allowed for you to refer to this document to this payment,
- 23 firstly. And you did so in your most recent statement?
- 24 A. That is correct.
- 14:34:05 25 Q. 483 In a very concise manner by saying that it was a payment made personally in
- 26 1993?
- 27 A. Yes.
- 28 Q. 484 In connection with City West?
- 29 A. Yes.
- 14:34:14 30 Q. 485 And no greater elaboration on it than that, isn't that so?

- 14:34:19 1 A. That's correct.
- 2 Q. 486 And you anticipated I think probably my next questioning by indicating that the
3 detail of that payment which coincides with the statement which you've been
4 furnished by -- within the brief?
- 14:34:36 5 A. Uh-huh.
- 6 Q. 487 Of Mr. Shubotham's?
- 7 A. Yes.
- 8 Q. 488 To the effect that at a date in 1993 you made an approach to him for money in
9 respect of your involvement in City West?
- 14:34:47 10 A. Yes.
- 11 Q. 489 And as a result of that he, having considered your application, decided as a
12 gesture of goodwill to pay you 20,000 pounds, which he did, isn't that right?
- 13 A. That is as I recollect it and as Mr. Shubotham recollects it.
- 14 Q. 490 Yes. Now, I think we have already covered all of the events that took place
14:35:06 15 between 1991, when you last had an involvement in the PR side of the City West
16 project with the one exception, I have to say, of the bridge and that
17 relatively minor involvement. But certainly that wasn't something that was
18 going to generate a demand for any substantial further fee, isn't that right?
- 19 A. Yes.
- 14:35:33 20 Q. 491 Yes. And indeed, the bridgework was invoiced separately and paid for
21 separately, isn't that right?
- 22 A. That is correct, yes.
- 23 Q. 492 And that payment was a payment which took place before this payment, is that
24 right?
- 14:35:54 25 A. Hmmm.
- 26 Q. 493 I'll check it, don't worry?
- 27 A. I actually have it here somewhere. Yes, I think you're right.
- 28 Q. 494 In any event, can we take it that there was no ongoing level of communication
29 of any dissatisfaction by you with the level of fee that you had received to
14:36:14 30 that date, albeit through a 75,000 pounds investment rather than a cash?

- 14:36:21 1 A. Yeah.
- 2 Q. 495 Distribution, isn't that right?
- 3 A. That's correct.
- 4 Q. 496 There is no documented record and certainly you have not indicated so far any
- 14:36:29 5 dissatisfaction with the level of remuneration that you received for City West?
- 6 A. Correct.
- 7 Q. 497 And equally, City West was long off the boil by March of 1993 when this payment
- 8 came?
- 9 A. Correct.
- 14:36:41 10 Q. 498 And if one was to look solely at the documentation, which is available to the
- 11 Tribunal, one would see this as being a payment which is totally out of the
- 12 blue, isn't that right?
- 13 A. Correct, yes.
- 14 Q. 499 It's not as if the parties had not met or discussed matters on a weekly or
- 14:36:58 15 monthly, a minimum monthly and certainly more than once a month basis for years
- 16 before then, isn't that right?
- 17 A. That's correct, yes.
- 18 Q. 500 Three years before then. And at no time in that is there any record of you
- 19 recording a dissatisfaction at the level of fees that were paid to you, isn't
- 14:37:17 20 that right?
- 21 A. That's correct.
- 22 Q. 501 And yet this payment is made out of the blue. And it is made not by City West,
- 23 as all of the other payments had been made. It is made apparently by Mr. David
- 24 Shubotham personally?
- 14:37:28 25 A. Yes.
- 26 Q. 502 Isn't that so? And I think we know from the information in regulation to City
- 27 West that Mr. Shubotham may have had a personal interest in that project as an
- 28 investor through an investment vehicle of his, that he also had a Davy Hickey
- 29 shareholding interest in it?
- 14:37:53 30 A. Well I can't -- I can't help you.

14:37:57 1 Q. 503 Right?

2 A. In the context of Mr. Shubotham's involvement on the basis of a shareholding in

3 City West. As I think I indicated to you yesterday or you indicated to me in

4 fact, that under the corporate structure of Davy Hickey Properties there were

14:38:22 5 companies which represented the shareholdings of individuals or other entities.

6 Q. 504 Yes?

7 A. And.

8 Q. 505 Yes?

9 A. One of which is me.

14:38:22 10 Q. 506 Sorry. You may be able to go this far with me, Mr. Dunlop?

11 A. Yes.

12 Q. 507 Whereas Mr. Hickey and Mr. Shubotham and yourself had acquired interests in the

13 City West project. They were in fact very minor shareholdings by comparison

14 with the interests of the investors who had put up the money to fund the entire

14:38:44 15 project. In other words, the financial backers who were brought into this

16 project had the line's share of the project, isn't that right, or do you know

17 that?

18 A. Well this may surprise you. And even though I am a shareholder. I don't know.

19 Q. 508 Yes?

14:38:59 20 A. I simply don't know the answer. I know that there are companies representing

21 entities other than myself involved and I know the identity of some of those,

22 Mr. Shubotham being one of them and Mr. Brendan Hickey being the other. And

23 one or two others, whose names have not been mentioned and therefore I'm not

24 going to mention them. But I cannot account for the exact percentage of each.

14:39:29 25 Q. 509 Yes. In any event, you were a signatory to a partnership agreement?

26 A. Yes.

27 Q. 510 And you could see that there were numerous other parties?

28 A. Correct.

29 Q. 511 Involved. You could see, I think from the schedule, to that agreement that

14:39:44 30 there were profit units and there were shareholdings. And they related in a

- 14:39:49 1 particular way?
- 2 A. Yes.
- 3 Q. 512 And you had a proportion of, in single figures, and others had a much greater
- 4 proportion?
- 14:39:56 5 A. Yes.
- 6 Q. 513 But in any event, if this was to be a payment to you from City West?
- 7 A. Uh-huh.
- 8 Q. 514 You would hardly expect that it would have been paid in its entirety by
- 9 Mr. David Shubotham. Who was but one of numerous investors in this project,
- 14:40:14 10 isn't that right?
- 11 A. Logically, that follows from the premise that you've outlined. But, I mean,
- 12 the genesis of the payment was a complaint or an approach by me to
- 13 Mr. Shubotham in relation to the fact that this project had gone ahead. Yes, I
- 14 had been given a shareholding. But in effect up to that point I had received
- 14:40:42 15 very little money in fees.
- 16 Q. 515 You'd done rather well at 75,000 pounds in benefit for the work that you did in
- 17 the year 1991?
- 18 A. Yes.
- 19 Q. 516 And it was not your only task in that particular year and what you had done was
- 14:41:00 20 complete effectively by March of that year it was very sizeable money in 1991,
- 21 Mr. Dunlop?
- 22 A. Yes.
- 23 Q. 517 Wasn't it?
- 24 A. Yes, but there was no income.
- 14:41:11 25 Q. 518 Well?
- 26 A. There was no money in my hand.
- 27 Q. 519 Well, whilst that is also true, there is nothing in your accounts to indicate
- 28 that you weren't turning over very substantial sums of money?
- 29 A. Yes.
- 14:41:21 30 Q. 520 In 1993?

- 14:41:22 1 A. Yes.
- 2 Q. 521 So, I mean, I don't see the begging bowl as being out amongst the generality of
3 your customers at this point in time, isn't that right?
- 4 A. No, I don't think so.
- 14:41:35 5 Q. 522 And of your customers, one of the last ones you'd be hassling for money would
6 be those who had rewarded you amply, albeit in a capital way, to that point in
7 time. There would be others, be they errand debtors, if you had any, who you
8 might be trying to get money from. But certainly it's hard to see you having
9 any complaint in relation to City West, would you agree with that?
- 14:41:59 10 A. I would agree in principle, yes, I would agree with that, yes.
- 11 Q. 523 Now, as regards the payment of 20,000 by Mr. Shubotham to you. Could I suggest
12 that if each one of the other shareholders had made pro rata payments to you,
13 you would be a very wealthy man on that basis wouldn't you?
- 14 A. Yes, I would.
- 14:42:17 15 Q. 524 So for that reason Mr. Shubotham took it upon himself to shoulder the burden of
16 all of the other shareholders in City West and to make a payment to you of
17 20,000 pounds on a goodwill basis through his own account, isn't that so?
- 18 A. Well, I don't mean to be evasive. But I will leave it to Mr. Shubotham. And I
19 think he has already done so in a statement, to say what he did or did not
14:42:43 20 understand the position to be or what he told other people about it. But up to
21 the time, that as you quite rightly point out, in 2000, I had not adverted to
22 this payment at all because I had simply completely forgotten about it. But it
23 is true that I did approach Mr. Shubotham. It is true that we had a
24 discussion. It is true that it eventuated in a payment of 20,000. The
14:43:16 25 circumstances were, as I have outlined to you. In fact, I do recall
26 Mr. Shubotham saying to me that he was not prepared to go back to the partners
27 in relation to fees. Given what the discussion that had taken place with the
28 partners in relation to the shareholding. In other words, the transformation
29 of the original fee into the shareholding. But that it is undeniable that a
14:43:38 30 payment was made.

- 14:43:40 1 Q. 525 It is undoubtedly undeniable because amongst other things it is independently
2 capable of being established through the accounts which have been obtained by
3 the Tribunal and they confirm that the payment was made in the first instance.
4 That it was made from Mr. Shubotham's account. We'll see at page 2619.
- 14:44:01 5
6 If we just turn that, please. The information that isn't relevant to this
7 inquiry has been blanked out on this document.
8
9 But from the information that is there. One can see that immediately prior to
10 the payment out of the 20,000 pounds to Shefran limited. In the accrual
11 section you'll see that a cheque from Davy, J&E Davy, has been received by Mr.
12 Dunlop, some 51 -- sorry. Mr. Shubotham in the sum of 51,000 odd
- 13 A. Yes.
- 14 Q. 526 That comes in on the same day as the payment out of the 20 to you?
- 14:44:48 15 A. Uh-huh.
- 16 Q. 527 Right? And even after that exercise this account is still in overdraft to the
17 extent of 70,000 pounds?
- 18 A. Yes.
- 19 Q. 528 So Mr. Shubotham has apparently shouldered the funding of this expenditure to
14:45:07 20 you from an account of his which is in overdraft. And he is now going to be
21 paying the interest on this as well as everything else, isn't that right?
- 22 A. Correct.
- 23 Q. 529 Though you were never asked to contribute to this sum yourself as a shareholder
24 of the enterprise nor do you know of anybody else ever seeking to reconcile
14:45:25 25 this expenditure which is supposedly a City West expenditure to you, isn't that
26 so?
- 27 A. Well, supposedly a City West expenditure.
- 28 Q. 530 Yes?
- 29 A. But it is a payment to me personally by Mr. Shubotham.
- 14:45:39 30 Q. 531 Yes?

- 14:45:40 1 A. As is evidenced from the bank accounts statement. But in answer to your
2 question. Two parts. I was never asked to make a contribution to the
3 contribution that was made to me by Mr. Shubotham and I am not aware that
4 anybody else was either.
- 14:45:55 5 Q. 532 Now, obviously, there's nothing on the face of this document to attribute it to
6 a City West payment. There wouldn't be in the normal course anyway unless it
7 was a cheque written by City West?
- 8 A. No.
- 9 Q. 533 City West had no problem in writing a cheque for unspecified political
10 donations, Davy Hickey that is, in 1991. To the extent of 20,000 pounds?
- 11 A. Correct.
- 12 Q. 534 They had no problem in doing the same for 10,000 pounds in 1992?
- 13 A. November 1992.
- 14 Q. 535 November '93?
- 14:46:28 15 A. Yes, correct.
- 16 Q. 536 Where do you see the difficulty, if there was a legitimate demand by you for
17 further funds. Where was the difficulty in going back and saying look, if
18 you're prepared to pay 30,000 pounds without caring who it goes to, surely you
19 can pay me 20,000 which is due to me. And apparently that wasn't done, isn't
14:46:49 20 that right?
- 21 A. Well other than is as I have outlined to you a discussion did take place with
22 David Shubotham.
- 23 Q. 537 Yes. But, I mean, did you for a moment believe that he had any personal
24 liability whatsoever to you?
- 14:47:04 25 A. No, I don't believe -- no, he's never had a personal liability to me.
- 26 Q. 538 And was there any particular urgency in your request for payment which would
27 have impressed on him that he should go beyond his legal obligations as a
28 representative of Davy Hickey?
- 29 A. No.
- 14:47:21 30 Q. 539 And then decide that he personally, from his own funds, should pay this money

- 14:47:26 1 to you and to do so go into debt with a bank and pay interest?
- 2 A. Yes.
- 3 Q. 540 At the rates current in 1991?
- 4 A. Yes. No, I can't replicate any circumstances now.
- 14:47:37 5 Q. 541 '93 I should say?
- 6 A. Yeah, '93. In relation to the absolute pertinent circumstances in relation to
- 7 making the request or talking to David Shubotham about fees. Other than in the
- 8 circumstances that I have outlined to you. I cannot say to you that I was
- 9 short. Or that I wasn't short. I mean, if you look at the various accounts
- 14:48:04 10 you'll probably find that I wasn't short. But the circumstances were such that
- 11 this is how David Shubotham gave me the money. I wasn't aware of David
- 12 Shubotham's personal circumstances in relation to his account in the Bank of
- 13 Ireland Private Banking in Fitzwilliam Square. All I know is that I got the
- 14 cheque.
- 14:48:26 15 Q. 542 Even if he hadn't gone into debt in order to pay you this money, it still would
- 16 have been an extraordinary payment to make. It doesn't require the addition of
- 17 it being an overdraft to make it remarkable, isn't that right?
- 18 A. Other than in the circumstances which outlined. He said that he wasn't
- 19 prepared to go back to the partners.
- 14:48:44 20 Q. 543 Yes. But you would have had no trouble going to the partners for these
- 21 unspecified 30,000 pound payments and they had paid those monies?
- 22 A. Well two partners in particular. Not all of the totality of partners. Just
- 23 two partners in particular.
- 24 Q. 544 Yes. And we can see from the level of expenditure that there was in City West
- 14:49:03 25 at the time. That this would not have been an enormous expense?
- 26 A. No.
- 27 Q. 545 20,000 wouldn't have been an enormous expense for that entity?
- 28 A. No.
- 29 Q. 546 And as you know, it was a combination of high net worth individuals who were
- 14:49:21 30 the backers of this project?

14:49:23 1 A. Yes.

2 Q. 547 Isn't that right?

3 A. Correct.

4 Q. 548 And yet you can offer no particular reason as to why it was that Mr. Shubotham

14:49:30 5 should take it upon himself to make this payment to you as a goodwill payment

6 because you had not been on bended knees looking for this?

7 A. No.

8 Q. 549 Saying that you were about to be thrown out of house and home or anything of

9 that nature, isn't that correct?

14:49:43 10 A. That is correct.

11 Q. 550 So if one approached it on a purely logical basis. It seems illogical from

12 start to finish, isn't that right?

13 A. Well it appears illogical, I agree. Other than in the circumstances that I've

14 outlined to you and we have yet to hear the evidence of Mr. Shubotham. But, I

14:49:59 15 mean, unless Mr. Shubotham can throw greater light on any conversation that I

16 had with him in the circumstances which led to this payment, these are the

17 circumstances as I recollect them.

18 Q. 551 And we'll see that in and around that time, as you say, you didn't have any

19 pressing immediate need for funds, isn't that right. And in your evidence in

14:50:23 20 other Modules recently, I think you indicated the circumstances in which you

21 came to lodge monies to your own individual accounts in cash sums, that is?

22 A. Yes.

23 Q. 552 Where you lodged monies to Frank Dunlop accounts or to your own Building

24 Society accounts, these payments were payments which I think you've indicated

14:50:49 25 were generally if made in cash the proceeds of the encashment of larger cheques

26 rather than the exact lodgement in cash of the amount of a cheque made payable

27 to you. In other words, I think you illustrated that your procedure would be

28 that if you'd a cheque for 15,000. You might cash it, keep five, lodge ten,

29 that sort of thing. But there was never really an instance where you lodged

14:51:16 30 the entire as far as you're aware?

- 14:51:19 1 A. As far as I'm aware.
- 2 Q. 553 Yes?
- 3 A. It may well be that there were such circumstances that I have not adverted to,
- 4 yes.
- 14:51:26 5 Q. 554 Yes. Now, we'll see that in and around the time that this cheque from
- 6 Mr. David Shubotham was debited to his account. You had a number of lodgement
- 7 transactions to your own account. And you have a recollection of having
- 8 received the cheque from Mr. Shubotham firstly. Because you didn't lodge that
- 9 in its entirety to any account, isn't that right?
- 14:51:53 10 A. That's correct, yeah.
- 11 Q. 555 Is there a particular reason why you, firstly, the cheque was made payable to
- 12 Shefran if it was intended to be a payment to you personally?
- 13 A. Yes.
- 14 Q. 556 Why was that?
- 14:52:06 15 A. Well, obviously, because I asked it to be paid in that fashion.
- 16 Q. 557 And what particular benefit, if at all, was there for you in that circumstance?
- 17 I can understand so far in relation to the five other payments that the donor
- 18 being corporate entities would use the Shefran?
- 19 A. Yes.
- 14:52:24 20 Q. 558 Invoice to disguise this payment in their accounts as something other than what
- 21 it was?
- 22 A. Uh-huh.
- 23 Q. 559 For their own reasons. There was no circumstance in this instance where
- 24 Mr. Shubotham could not have made the cheque made payable to you, Frank Dunlop,
- 14:52:41 25 isn't that so?
- 26 A. That is correct, yes.
- 27 Q. 560 And therefore, for some reason, it is brought into conformity with each one of
- 28 the four other payments that we have dealt with to this point?
- 29 A. Yes.
- 14:52:52 30 Q. 561 And what is the explanation for that?

- 14:52:54 1 A. Well that I cannot answer. I'm afraid I can't, much as I would like to, say to
2 you why Shefran was used in that particular instance.
- 3 Q. 562 Yes?
- 4 A. Other than to say that it was. And if it was, it was at my request.
- 14:53:09 5 Q. 563 Right. You may know from the banking system operative at that time that
6 certainly the cheque wouldn't be debited to the account until it was actually
7 in the bank itself. Though value might be given for that cheque earlier, isn't
8 that correct?
- 9 A. That's correct.
- 14:53:32 10 Q. 564 And we will see that the cheque found itself back with Bank of Ireland Private
11 Banking on the 16th, which was Tuesday. But on the Monday, the 15th, you had
12 made a lodgement to your Irish Nationwide?
- 13 A. Yes.
- 14 Q. 565 Building society account, isn't that right?
- 14:53:54 15 A. Yes.
- 16 Q. 566 We'll see that on screen.
17
18 At page 2822.
19
- 14:53:59 20 You lodged to your account in cash on that date 12,000 pounds
- 21 A. Yes.
- 22 Q. 567 Do you have a memory of that being part of the proceeds of the cashed cheque
23 which you'd received from Mr. Shubotham?
- 24 A. No, I don't have a memory of it being part of it. But given the coincidence
14:54:31 25 and propinquity of dates.
- 26 Q. 568 Yes?
- 27 A. The likelihood is that this cheque was cashed via the assistance of Mr. John
28 Ahern in AIB in College Street and that this was lodged in cash in lower
29 Grafton Street.
- 14:54:46 30 Q. 569 Right.

- 14:54:47 1 A. Which is within 200 yards from the bank.
- 2 Q. 570 So that left you then, I take it that you would have cashed the entire cheque.
- 3 A. Yes.
- 4 Q. 571 You would have got cash for the entire cheque?
- 14:54:59 5 A. Yes. I don't think, Mr. O'Neill, that you will find a comparable lodgement in
6 either Frank Dunlop & Associates or any other bank account in relation to a
7 figure that would approximate either to 8,000 or a figure less.
- 8 Q. 572 Right.
- 9 A. On those dates.
- 14:55:16 10 Q. 573 Right. We will see that you made on the same day, a lodgement of 1,000 pounds
11 to the Allied Irish Bank account.
12
13 And that is at reference 2821
- 14 A. Correct.
- 14:55:30 15 Q. 574 Again, on the 15th. 1,000 pounds lodged. And you will see immediately above
16 that, on the 12th of March, which was a Friday?
- 17 A. Yeah.
- 18 Q. 575 Another 1,000 lodged in cash to that account, isn't that right?
- 19 A. Yes.
- 14:55:49 20 Q. 576 So we have 14,000 out of the 20,000, if one assumes that this was the cheque
21 for 20,000 pounds, cashed at that time, the 14,000 of the net proceeds went to
22 your accounts for your purposes. Not to what's called the stash of cash?
- 23 A. Yes.
- 24 Q. 577 The confluence of funds or anything like that?
- 14:56:13 25 A. Yes.
- 26 Q. 578 These funds. Could I suggest to you that the probabilities are that the cheque
27 was in fact presented in the afternoon of Friday the 12th of March and that you
28 received the money on that occasion, made an initial lodgement of 1,000 and the
29 balance on the following, the beginning of the following week?
- 14:56:35 30 A. It could well be.

- 14:56:36 1 Q. 579 Yes.
- 2 A. I wouldn't discount it as an explanation. There is no indication in the
- 3 lodgements and I don't believe that there has been any lodgement slips
- 4 discovered in relation to the explanation for the lodgements of 1,000 on each
- 14:56:52 5 of the days of the 12th and the 15th.
- 6 Q. 580 Yes?
- 7 A. It just says lodgement. But I would not discount the scenario that you have
- 8 outlined as a possibility.
- 9 Q. 581 Right?
- 14:57:05 10 A. Given two factors. One, the receipt of the cheque. And its designation as a
- 11 Shefran payment. And secondly, the lodgement of the 12,000 pounds in the
- 12 building society account, which is within 200 yards of the bank.
- 13 Q. 582 Yes. Equally I think from the Tribunal's perusal of the financial transactions
- 14 in and around that time, there isn't another immediate cheque that we can trace
- 14:57:32 15 you having received?
- 16 A. Yes.
- 17 Q. 583 At this time. So that if one assumes for the moment, for the purpose of this
- 18 exercise, that the 20,000 pounds cheque from Mr. Shubotham was given to you in
- 19 time to allow you to cash it on the 12th. That you utilised 14,000 of the
- 14:57:55 20 proceeds of that for your own purposes. You retained six?
- 21 A. Yes.
- 22 Q. 584 Isn't that right? And as we know, this date is a significant date when
- 23 reviewing the other window of opportunity, which we examined in the context of
- 24 payments out made by you, isn't that right?
- 14:58:12 25 A. Correct, yes.
- 26 Q. 585 The date upon which the first motion was signed by the councillors to bring the
- 27 matter of the rezoning of the Pennine lands before a meeting of the Council was
- 28 signed on the 12th of March of 1993?
- 29 A. '93.
- 14:58:29 30 Q. 586 The day upon which you cashed Mr. Shubotham's cheque on the scenario I've just

- 14:58:35 1 put to you. And a day upon which you had available to you 6,000 pounds in
2 funds after catering for your own immediate needs, isn't that right?
- 3 A. Correct.
- 4 Q. 587 And you say that you paid 6,000 pounds in cash, 1,000 each, to six councillors,
14:59:05 5 isn't that right?
- 6 A. Yes.
- 7 Q. 588 Isn't it quite likely that the source of that, the immediate source of that
8 fund was the 20,000 pounds provided by Mr. Shubotham?
- 9 A. Yes, it is an explanation as to the source. It could also -- sorry. There
14:59:17 10 could be an alternative explanation. But I'm taking the premise of your
11 question as being the likelihood as an explanation. Yes, is the answer.
- 12 Q. 589 Since that gets into the area of likelihood?
- 13 A. Yeah.
- 14 Q. 590 If we look to other areas as to their chances of being likely or unlikely. One
14:59:33 15 of the matters which is unlikely is that the 10,000 pounds which had been paid
16 to you back in January or February of 1992 was the actual sum paid, isn't that
17 right?
- 18 A. Correct, yes.
- 19 Q. 591 So the money had to come from another source and in those circumstances the
14:59:50 20 likelihood, irrespective of what took place on the 12th, is that there is no
21 other immediately identifiable source of 6,000 pounds being available to you
22 other than Mr. Shubotham's payment, isn't that correct?
- 23 A. Correct.
- 24 Q. 592 Do you say that it is purely a matter of coincidence that you were discussing
15:00:16 25 with Mr. Shubotham the question of further payment to you in the context of
26 City West at a time when you knew and he knew that the deadline for the
27 payment, well the deadline for the signature of motions before the Council was
28 the 12th and therefore, from your point of view, one of the trigger dates for
29 the payment of councillors was on that date, is that also a coincidence?
- 15:00:44 30 A. Yeah, well, in my belief, yes, it is. Because I never had a discussion with

- 15:00:48 1 Mr. Shubotham in relation to monies in the context of payment to councillors,
2 either for their signature or for their vote.
- 3 Q. 593 Though you, of course, yourself knew that this was likely to be one of the days
4 when you would be meeting the councillors, you had the drafted motion in your
15:01:09 5 hand, you were putting it before the four of them to have them sign it?
- 6 A. Absolutely.
- 7 Q. 594 The chances of one or other of them saying now is the time to pay Frank is
8 surely something that you would have to cater for that eventuality?
- 9 A. Absolutely.
- 15:01:24 10 Q. 595 And when you happen to be seeing Mr. Shubotham, who is a party to both
11 transactions, would it not have occurred to you that this is the way in which
12 you are going to meet that expenditure, is by a further payment from David
13 Shubotham?
- 14 A. It may well have occurred, yes. I wouldn't discount that as a possibility.
15:01:44 15 That that may well have occurred to me, yes.
- 16 Q. 596 I see. But you don't have a particular recollection as to why it was that you
17 chose to raise the question of further payment with Mr. Shubotham on this date,
18 is that so?
- 19 A. That's correct. Or when I actually initiated that conversation with
15:02:02 20 Mr. Shubotham.
- 21 Q. 597 All right. You certainly haven't given the impression so far that it was a
22 long running sore or matter of any significant disagreement between you over
23 time. And we do know that your contacts with him were very frequent at this
24 point in time?
- 15:02:21 25 A. That's correct, yes.
- 26 Q. 598 So we can probably assume that the cheque that was given is likely to have been
27 given within a very short time of the request for it being made, isn't that so?
- 28 A. I would say that that is probably very, very likely to be the case.
- 29 Q. 599 Right?
- 15:02:36 30 A. Within -- at maximum I would say a week or a fortnight.

15:02:41 1 Q. 600 Right. And during that week and fortnight the contacts which were taking place
2 with Mr. Shubotham were in the context of the progress of the Pennine Holdings
3 rezoning motion which had to be signed by the deadline of the 12th, isn't that
4 so?

15:02:58 5 A. By and large, yes. There may well have been other issues, as I said to you.
6 But, I mean, by and large, yes.

7 Q. 601 Thank you, Mr. Dunlop. Sorry, just a moment.

8 A. Chairman, could I? Chairman,.

9

15:03:16 10 CHAIRMAN: Sorry. Sorry.

11

12 CHAIRMAN: We'll just break for five minutes. And perhaps, is there agreement
13 between the parties as to ...

14

15:03:37 15 MR. O'NEILL: Cross-examination? I believe there is.

16

17 MR O TUATHAIL: Yes, Mr. Chairman, I believe I will be going first on behalf
18 of Senator Lydon. I won't take too long I think.

19

15:03:49 20 CHAIRMAN: That's fine. We'll just rise for five minutes.

21

22

23

24

15:04:10 25 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

26

AND RESUMED AS FOLLOWS:

27

28

29

CHAIRMAN: Now, Mr. O'Tuathail.

15:09:37 30

THE WITNESS WAS QUESTIONED BY MR. O'TUATHAIL AS FOLLOWS:

- 15:09:37 1
- 2
- 3
- 4 MR O TUATHAIL: Thank you, Mr. Chairman.
- 15:09:37 5
- 6 Mr. Dunlop, can we agree that the window period, as established by Mr. O'Neill
- 7 for this Module, runs from the 1st of March 1993 to the end of September 1993?
- 8 A. Yes, I think that's probably valid, yes.
- 9 Q. 602 Yes. And in relation now to Councillor Lydon in that period. Insofar as there
- 15:10:07 10 were diary entries produced and questioned, Mr. Lydon does not feature?
- 11 A. No.
- 12 Q. 603 Isn't that correct? And insofar as there were phone records produced. Again,
- 13 Mr. Lydon does not feature?
- 14 A. That's correct.
- 15:10:26 15 Q. 604 And I'm talking now about the entire period although diaries may not have been
- 16 opened for everyday of that period, isn't that, insofar as they were opened?
- 17 A. That is correct, yes.
- 18 Q. 605 Yes.
- 19 A. Well, with the caveat, sorry, Seamus, I'm sorry to add that. Unless they were,
- 15:10:45 20 the page is not open. I mean, to the best of my recollection there were none.
- 21 Q. 606 Yes. Yes. And in relation to the funds available to you, for payments to
- 22 councillors on your allegation. They came I think you've described it
- 23 frequently from the confluence of funds?
- 24 A. Yes.
- 15:11:05 25 Q. 607 And the confluence of funds in March of 1993 would have extended far beyond any
- 26 contributions or would it from Mr. Hickey and Mr. Shubotham?
- 27 A. Yes.
- 28 Q. 608 Yes. So you could not nominate, in relation to any of the, particularly six
- 29 councillors, leaving out Councillor O'Halloran. In the pattern of curiously
- 15:11:33 30 uniform payments of 1,000 pounds to each. You could not nominate from which

15:11:37 1 payment to you any of those 1,000 pounds came?

2 A. No.

3 Q. 609 Yes. And so are we left in relation now to Senator Lydon, are we left with an

4 assertion by you over a period of seven months, the first of March to the end

15:12:00 5 of September, that you paid him 1,000 pounds in cash?

6 A. Yes.

7 Q. 610 And this is a bare assertion unsupported by any detail in that period?

8 A. Correct.

9 Q. 611 Yes. You cannot mention a date on which he was paid?

15:12:15 10 A. No.

11 Q. 612 Yes. And this isn't the first time, is it, that you've made such an assertion

12 about a payment to Senator Lydon and to other councillors that couldn't be

13 supported by any detail or evidence?

14 A. That is correct.

15:12:33 15 Q. 613 Yes. And I'll remind you that I think, to refer back to the Cargobridge?

16 A. Yeah.

17 Q. 614 Module. You remember that concerned lands at Dublin Airport?

18 A. Correct.

19 Q. 615 And you made a statement which I think Mr. O'Neill has described as either

15:12:52 20 private or confidential in May of 2000?

21 A. Yes.

22 Q. 616 In relation to that. Now, we've referred to that as secret. Because certainly

23 that conversation was kept secret from our client?

24 A. Yes.

15:13:02 25 Q. 617 But leave that aside. In May of 2,000.

26 A. Secret, but sure it's published.

27 Q. 618 No, no, well that's since.

28 A. At the time.

29 Q. 619 From May of 2,000 it was published since the change of policy by the Tribunal

15:13:18 30 arising out of a High Court matter. But in May of 2000 in this conversation

- 15:13:23 1 that you had which we were not aware of, you mentioned among the usual
2 recipients, using your language. That you had paid in relation to the
3 Cargobridge lands you had paid councillors McGrath, Fox, Lydon, Gilbride and
4 Gallagher. Isn't that so?
- 15:13:40 5 A. Correct.
- 6 Q. 620 And in your public statement in relation to Cargobridge, which followed in
7 February 2004. At a time when the change of policy hadn't been brought in by
8 the Tribunal. You did not mention any of those names as having received money?
- 9 A. Yes.
- 15:13:58 10 Q. 621 Isn't that so?
- 11 A. Correct.
- 12 Q. 622 And you accepted that in your words you were in error in relation to that
13 allegation?
- 14 A. Yes.
- 15:14:05 15 Q. 623 Well couldn't you equally be in error in relation to the allegation now in
16 relation to all six councillors in this Module, given that you cannot anchor
17 your allegations to any particular date, any particular amount or any
18 particular time over the entire period?
- 19 A. Well the answer, Mr. O Tuathail, is yes, but I'm not.
- 15:14:30 20 Q. 624 Yes. Well we'll -- that's your assertion in regards to that. Now, if I could
21 move on then, very quickly. And in response to Mr. O'Neill looking at the
22 transcript for last Friday's hearing. You said you had no recollection of
23 paying any of the seven -- well, we'll say six councillors. Well I think you
24 mentioned seven councillors. Councillor O'Halloran is outside the frame in
15:15:07 25 that regard because of special circumstances detailed by you. But you had no
26 recollection of paying the councillors between the 1st of March and the 12th of
27 March. The date the motion was signed, is that correct?
- 28 A. Yes, that was the first window that Mr. O'Neill opened.
- 29 Q. 625 Yes?
- 15:15:28 30 A. And I said in answer to his question I said no, I don't have a recollection.

- 15:15:28 1 Q. 626 Yes. But you said again to Mr. O'Neill in relation to those payments at a
2 later stage. Question, I'm looking at question 547 at page 94 of last Friday's
3 transcript.
4
- 15:15:37 5 I cannot say to you when exactly it was that they were paid
- 6 A. Yes.
- 7 Q. 627 So over a seven month period, you were able to distinguish the 1st to the 12th
8 of March from the rest of the period. How do you do that? How do you say you
9 didn't pay them? How can you be affirmative between the 1st and 12th of March
10 and have no recollection over the entire period or the balance of the period?
- 11 A. No, I think in fairness to what Mr. O'Neill was asking me in relation to the
12 window he opened about the 1st to the 12th of March. Because I think he picked
13 the 12th of March.
- 14 Q. 628 He did?
- 15:16:16 15 A. Unless I'm wrong. As being the operative date in the context of the motion.
- 16 Q. 629 Yes?
- 17 A. And I said I had no recollection of paying anybody in that period.
- 18 Q. 630 Yes. But then when he subsequently asked you and I'm looking at, just for
19 reference purposes. I'm looking at question 546 on page 93 of last Friday's
20 transcript.
21
- 22 You were asked about did you make payments to the councillors prior to the 20th
23 of April or after the 20th of April, which was one of the critical dates
- 24 A. Yes.
- 15:16:49 25 Q. 631 And your answer was I couldn't say whether I paid a majority or a minority
26 before or after that date?"
- 27 A. Yeah, well the premise of that question was by Mr. O'Neill asking me whether I
28 had paid some or all or a majority or minority of councillors between that day.
- 29 Q. 632 Yes?
- 15:17:08 30 A. I know you're not doing this, Mr. O'Tuathail, but I think the context of the

15:17:13 1 questioning is important from what Mr. O'Neill asked. He asked me did I pay a
2 majority, do you think that you paid the majority of these councillors. The
3 majority of these councillors prior to the 20th or after the 20th. That being
4 the first hearing date, if I could call it that. And said no, I couldn't say
15:17:30 5 whether I paid a majority or a minority before.

6 Q. 633 Yes, and but over the entire period you cannot state with any specificity that
7 you paid any given Councillor at any given date?

8 A. On any given date, no.

9 Q. 634 Yes. So we're into the realms of belief if not make belief, is that not
10 correct?

11 A. Well, certainly you are entitled to use the word make belief but I certainly
12 wouldn't. This is not a fairy story, Mr. O Tuathail.

13 Q. 635 Yes. It certainly isn't. Because Mr. O'Neill also put it to you that the --
14 that apparently you cited three councillors whom you said. Three councillors
15:18:18 15 who actually signed the motion paper?

16 A. Yes.

17 Q. 636 On the 12th of March and subsequently. Who supported you. It ended up that
18 three of them you said you didn't pay. And Mr. O'Neill pointed out to you that
19 you were now saying that councillors whom you did pay didn't support you.
15:18:39 20 Councillors whom you didn't pay did support you. You recollect that?

21 A. No, but any Councillor that I did pay supported me and the councillors that he
22 was alluding to in relation to signatures that I didn't pay did support me.

23 Q. 637 Yeah. Yeah. And the only exception, apparently, was Cyril Gallagher?

24 A. Correct.

15:19:01 25 Q. 638 Yeah. Now, if we come then to, I'm looking at question 627 at page 105 of last
26 Friday's transcript.

27
28 You were asked specifically about one of those councillors who signed the
29 motion paper. Michael Joe Cosgrave

15:19:17 30 A. Yes.

- 15:19:17 1 Q. 639 And you said about him. You didn't pay him within the period but you thought
2 that you had given him an election contribution in January of 1993 outside the
3 window period?
- 4 A. Yes.
- 15:19:31 5 Q. 640 So is that your explanation as to why you didn't pay Councillor Cosgrave within
6 the window period or at any time, presumably?
- 7 A. No, I think -- unless what question are you at, sorry, Seamus. What question
8 are we at. 623.
- 9 Q. 641 627 on page 105?
- 15:19:52 10 A. Okay.
- 11 Q. 642 Yeah. I'll just repeat it there, "yes, he wasn't paid. Liam Creaven or
12 Michael Joe Cosgrave. I have given evidence to the effect that yes, I have
13 given the money in the context of Michael Joe Cosgrave's case I think an
14 election contribution?
- 15:20:11 15 A. That's the question.
- 16 Q. 643 Yes?
- 17 A. Correct.
- 18 Q. 644 That's the answer. Sorry. That's the answer to 627?
- 19 A. Yes, I think an election contribution and the next question is that was
15:20:27 20 earlier, that was in a Senate campaign. That was in a Senate contribution.
- 21 Q. 645 Yes?
- 22 A. And I said correct.
- 23 Q. 646 Yes. Correct.
- 24 A. Yeah.
- 15:20:30 25 Q. 647 So that was the reason you give for not paying Councillor Michael Joe Cosgrave
26 within the window period or apparently without the window period?
- 27 A. No, I don't -- well I think we're at odds in relation to interpretation here.
28 What I'm saying is that I gave an election contribution to Michael Joe Cosgrave
29 in January of 1993 was it? Yes, in relation to a Senate Election campaign. I
15:21:01 30 did not pay him any money in relation to his support for this project.

15:21:08 1 Q. 648 Yes. Precisely?

2 A. That's what I'm saying.

3 Q. 649 That's what I'm trying to establish clearly?

4 A. I think Mr. O Tuathail. In fairness, let me just interpret this. What you are

15:21:19 5 asking me. Are you asking me that I didn't pay him in relation to his support

6 for the Baldoyle project because I had already given him money in January 1993

7 is that the inference that you're making.

8 Q. 650 That is the appearance of your question and answer?

9 A. Well, if that is the appearance of the answer well that is incorrect.

15:21:36 10 Q. 651 Yes?

11 A. But I don't accept it as being the appearance.

12 Q. 652 Yes. Yes. Yes. But you did agree that the payment that you made to him for

13 election purposes was in January 1993 which was outside the window period. And

14 that was question 629. And you said that was correct.

15:21:57 15 A. Well it was outside. Well it is outside the window period that was picked by

16 Mr. O'Neill in fairness.

17 Q. 653 Yeah?

18 A. Mr. O'Neill picked the period.

19 Q. 654 Yeah?

15:22:06 20 A. He asked me in relation to the signatories to the motion in the context that

21 you have outlined as to whom I gave money.

22 Q. 655 Yeah?

23 A. I said I did not ever give either of Mr. Michael Joe Cosgrave or Liam Creaven

24 monies in relation to a vote or their support. I did give both, this is not

15:22:28 25 evidence on this answer. And let's just deal with Michael Joe Cosgrave. I did

26 give both. In Michael Joe Cosgrave's case I had given him a contribution in

27 the Senate Election campaign in 1993.

28 Q. 656 Yeah?

29 A. I don't think Mr. O'Neill attempted to suggest to me. And I certainly was not

15:22:45 30 inferring back from the question that that payment was made and on foot of it,

- 15:22:52 1 I took Mr. Michael Joe Cosgrave's support for the project for granted on the
2 basis of that payment.
- 3 Q. 657 Yeah. So are you now saying that?
- 4 A. Not a question of what I'm now saying. What I've always said.
- 15:23:04 5 Q. 658 Well, are you now saying or interpreting your own reply to Mr. O'Neill. Are
6 you now saying that you did, you're now affirmatively saying that you did pay
7 Michael Joe Cosgrave within that period?
- 8 A. No.
- 9 Q. 659 No?
- 15:23:18 10 A. I have said I gave Michael Joe Cosgrave an election, a Senate Election
11 contribution to the best of my recollection. I think it was in January 1993.
12 There had been a General Election in November 1992, which is normally followed
13 by a Senate Election. Michael Joe Cosgrave had lost his seat or maybe he
14 hadn't retained his seat but certainly he hadn't won a seat in the November
15:23:41 15 1992 election. And he stood in the Senate Election of January 1993 and I made
16 a contribution to him at that time. I believe that has been, that was a
17 payment by cheque and I believe that has been attested to by others.
- 18 Q. 660 We'll take that as accepted then. Are you then saying still or are you not
19 saying that you paid him 1,000 pounds in cash in relation to this particular
15:24:09 20 Module?
- 21 A. No, I'm not saying I gave him any money at all in relation.
- 22 Q. 661 You're saying that you didn't give him money?
- 23 A. Michael Joe Cosgrave.
- 24 Q. 662 Yes. Just to be clear.
- 15:24:18 25 A. No, I didn't give him money.
- 26 Q. 663 No, that's fine. Because what's puzzling me then is the logic of your position
27 in relation to Councillor Lydon?
- 28 A. Yeah.
- 29 Q. 664 Because Councillor Lydon is in exactly the same position that you gave him
15:24:34 30 money by cheque, an election donation on the 5th of February 1993 for the

15:24:40 1 Senate Election of that year?

2 A. Correct.

3 Q. 665 Well, then, why would you, how do you assert then that you paid him further

4 within this window period?

15:24:50 5 A. If --

6 Q. 666 If you did.

7 A. Sorry. Because I had a conversation on foot of my lobbying of your client,

8 Senator Lydon. I had a conversation with him in relation to his support or

9 otherwise for the project. He indicated his support. We had a conversation

10 which I can reprise for you in relation to the comments that he made in this

11 particular context. And it was intimated to me by him that he would need

12 support or something for his support and I agreed to give him 1,000 pounds in

13 cash, and I did.

14 Q. 667 Yes. And of course Senator Lydon absolutely denies that?

15:25:27 15 A. Well, Senator Lydon may well like me to tell you then so that you can put it to

16 him or that it can be put to him, that in the context of the conversation that

17 I did have with him on a number of occasions in relation to this project, he

18 expressed his concern. One, that it was a project that I was running and that

19 he would like to see it successful. And two, that he was concerned about the

15:25:56 20 proponents or promoters of the motion and whether or not they were up to it.

21 Q. 668 All right. Very well. Well that's your story on that.

22

23 Thank you very much Mr. Dunlop

24 A. Thanks, Mr. O Tuathail.

15:26:08 25

26 CHAIRMAN: Thank you, Mr. O'Tuathail

27

28 MR. BURKE: David Burke for the family of Tom Hand.

29

15:26:13 30 CHAIRMAN: All right Mr. Burke.

THE WITNESS WAS QUESTIONED BY MR. BURKE AS FOLLOWS:

- 15:26:15 1
- 2
- 3 MR. BURKE: Good afternoon Mr. Dunlop
- 4 A. Mr. Burke, yes.
- 15:26:19 5 Q. 669 In a similar vain. You can't say with any precision when you gave Mr. Hand the
6 alleged payment of 1,000?
- 7 A. Yes, that's correct.
- 8 Q. 670 And you can't say where you gave him this alleged payment?
- 9 A. That is correct.
- 15:26:33 10 Q. 671 But you can say that it was in cash?
- 11 A. Yes.
- 12 Q. 672 And you can say with precision that it was 1,000 Euros?
- 13 A. Pounds.
- 14 Q. 673 Pounds. I beg your pardon?
- 15:26:44 15 A. Yes.
- 16 Q. 674 Yes. Now, are you basing your recollection of that payment on the size of the
17 payment?
- 18 A. No, I'm basing my recollection of the payment in the context of my ongoing
19 relationship with your client, with the estate of your client. And a
20 discussion that I had with him in which he expressed dissatisfaction about
21 anything that he might be getting.
- 22 Q. 675 Well, let's just rehearse this one more time. You don't know where you gave
23 him the payment?
- 24 A. This is very ...
- 15:27:21 25 Q. 676 You don't know when?
- 26 A. This is brilliant.
- 27 Q. 677 You think it was cash. And are you now saying that you're not certain that it
28 was 1,000?
- 29 A. No, no, I am saying that it was 1,000.
- 15:27:31 30 Q. 678 You are absolutely certain?

- 15:27:32 1 A. What I said to Mr. O'Neill and I'm now saying to you. That I had a
2 conversation with your client or well I'll stick with the phrase your client.
3 The estate of your client, I should say, probably accurately. That is that
4 Mr. Hand was an ongoing regular supporter of mine on foot of payments of money.
15:27:57 5 Large amounts of money in some instances and I would have to suggest to you,
6 Mr. Burke, that Mr. Hand had got used to receipt of monies from me and perhaps
7 thought that this was another opportunity for a greater sum than 1,000 pounds.
8 But we had a discussion about it. He wasn't happy with 1,000 pounds. But
9 eventually he took it.
- 15:28:21 10 Q. 679 All right. Well I'm taking it from that then that you're absolutely certain it
11 was 1,000 pounds?
- 12 A. Yes.
- 13 Q. 680 And there were five other gentlemen that you've named and they also got 1,000
14 pounds?
- 15:28:33 15 A. Yes.
- 16 Q. 681 And you are absolutely equally certain, I take it, that that's the correct
17 figure?
- 18 A. Yes.
- 19 Q. 682 There's no doubt whatsoever in your mind about that?
- 15:28:41 20 A. The only caveat that I would enter into that and to open up a little window
21 here. I did say to Mr. O'Neill that on one occasion I had a telephone call
22 from a Councillor who objected strenuously to being left short, I having made
23 the monies available to him. I can now confirm to the Tribunal that that
24 Councillor was your client.
- 15:29:04 25 Q. 683 All I'm interested in is the allegation that there were six councillors paid
26 1,000 each?
- 27 A. Yes.
- 28 Q. 684 And you're certain about that?
- 29 A. Yes.
- 15:29:12 30 Q. 685 No doubt in your mind whatsoever?

- 15:29:15 1 A. None.
- 2 Q. 686 All right.
- 3
- 4 Could I have page 364, please.
- 15:29:18 5
- 6 Now, these are the transcripts of the private interviews you gave in May of the
- 7 year 2000.
- 8
- 9 Would you go down to the third last line. Do you see the sentence beginning
- 15:29:35 10 with the word "yes"
- 11 A. Yes, yeah.
- 12 Q. 687 I'll read it out for you "yes, there were monies given to councillors in
- 13 relation to Baldoyle out of the total fund and would be far in excess of 10,000
- 14 pounds when we come to that?"
- 15:29:52 15 A. Uh-huh.
- 16 Q. 688 How can you reconcile that with what you're now saying?
- 17 A. As well it that you want me to say that I gave your client more than 1,000.
- 18 Q. 689 No. I want you to reconcile what you said here today and what you've been
- 19 saying here for the last week with what you said in 2000?
- 15:30:18 20 A. Yes, I don't have any difficulty in reconciliations. These were conversations
- 21 that we were having in private. I see Mr. O Tuathail is gone. But in secret
- 22 according to Mr. O Tuathail's terminology. Which I never regarded them as
- 23 being in secret. But they were in private and that is that I had received
- 24 10,000 pounds and I did say that it was far in excess. It wasn't far in
- 15:30:37 25 excess. It may have well been loose language on my part. Certainly it wasn't
- 26 far in excess of 10,000 pounds.
- 27 Q. 690 What you're saying here is that you paid out to the councillors sums far in
- 28 excess of 10,000 pounds?
- 29 A. Yes.
- 15:30:51 30 Q. 691 That's inaccurate when you compare it to what you said here recently?

- 15:30:56 1 A. Let's be absolutely accurate with our language. It's not inaccurate it's
2 wrong.
- 3 Q. 692 It's wrong. How can you account for being wrong Mr. Dunlop?
- 4 A. Well, I can't account for being wrong, in the sense that we're having a loose,
15:31:10 5 broad ranging conversation. I can't remember the phrase that Mr. O'Neill used
6 this morning when he was describing these private conversations with the
7 Tribunal. But he did use some phrase like that. That we are here trying to
8 establish -- the Tribunal is here trying to establish a baseline of facts from
9 which to move forward. And the baseline of fact in this instance is that I am
15:31:35 10 dealing with this 10,000 pounds. And in the context of that, I say that monies
11 far in excess of 10,000 were paid. They weren't.
- 12 Q. 693 In this Module you're making an allegation. The Tribunal is not going to hear
13 from another witness confirming what you're saying. And we can see that you're
14 giving us two different accounts. There's a discrepancy between 6,000 pounds
15:32:00 15 being paid out to what you said a number of years ago, which was far in excess
16 of 10,000, which could be anything up to 14, 15, perhaps even 16,000 pounds.
17
- 18 Now, we have to rely on your recollection. We know that your recollection is
19 in some difficulties because you've already very fairly admitted that you don't
15:32:19 20 know the when's or the where's and now I'm putting it to you nor do you now
21 even have any proper account. And you've admitted that you are wrong as to the
22 quantum.
23
- 24 How can we rely on anything that you're saying about this particular allegation
15:32:33 25 in this particular Module, Mr. Dunlop, as against that background?
- 26 A. Yes. Well without any imputation of correctness or otherwise. Let me call in
27 aid, it's most unusual thing for me to do. Let me call in aid the sequence of
28 questions that Mr. O'Neill asked me prior to the conclusion of the examination
29 in which he was attempting to elicit the sourcing of fundings and ally that to
15:32:59 30 the timing in relation to the particular project and the particular motion.

15:33:05 1 And I said the same thing that I said to him.
2
3 I cannot definitively say that that was the case. But the probability is. But
4 you have to take it from me. I know you won't. But you have to take it from
15:33:19 5 me that this project was one of the projects in which monies were paid to
6 councillors in relation to their support and vote. And your client was one of
7 those councillors, as he was on virtually every other Module that we will be
8 looking at.
9 Q. 694 Mr. Dunlop, before I move on to the next area.
15:33:40 10
11 Just for the purpose of clarity. Were you wrong in the year 2000 or were you
12 wrong now about the figures
13 A. No, no, no. I think I've answered that question already. I said.
14 Q. 695 You admitted you were wrong a moment ago --
15:33:53 15 A. The statement in relation to paying far in excess of 10,000 pounds that I made
16 in the private session with the Tribunal was wrong.
17 Q. 696 Very good. So are saying you were wrong on that date but you're right now.
18 Six years later your recollection is some how better than it was six years ago?
19 A. Well it's not a question of being right six years later. The statement as to
15:34:13 20 the payments to councillors in relation to this particular Module and the
21 amounts is of long-standing.
22 Q. 697 We'll move on.
23
24 I take it that neither Liam Creaven nor Michael J Cosgrave were part of the
15:34:28 25 nexus?
26 A. No.
27 Q. 698 I see. Can I have page 322, please.
28
29 Now, do you see the sentence or the paragraph beginning "it was good for their
15:34:49 30 area"

15:34:49 1 A. Yeah.

2 Q. 699 Now there's a few sentences which make sense and then there are some sentences,
3 because perhaps you were speaking and the pattern of speech can sometimes be
4 different than when we are writing. It is a little bit difficult to interpret.

15:35:09 5 I am going to ask you to interpret it for me for the moment.
6
7 For the purpose of thoroughness we'll go right through the paragraph

8 A. Yeah.

9 Q. 700 "It was good for their area and somebody was coming along", that's fine. "This
15:35:11 10 thing was going on for 20 years and nothing had happened" I take it that's a
11 reference to the site being derelict or vacant. There you have it in the next
12 sentence. "This was a vacant site and someone came along. Said that this
13 thing happened". Now it gets difficult to interpret. "Now, Micky Joe and
14 Creaven thought that in the event that anything happened, that they might be in
15:35:34 15 receipt of anything, and I never said, I made a virtue out of the fact that
16 this was mine, I was doing this for myself and really, you know, I had no -- I
17 had no backer, I had no money".
18
19 Now, let's look at the first part of that. Now, Micky Joe and Creaven thought
15:35:51 20 that in the event that anything happened, that they might be in receipt of
21 anything.
22
23 What do you mean by that?

24 A. I can't account for that sentence. But I agree with you, it does seem pretty
15:36:06 25 garbled. But, no, I can't account for any background meaning to that.

26 Q. 701 Well, does it mean that you were thinking that they were hoping to get
27 something as a result of this rezoning?

28 A. No, because that couldn't be the case.

29 Q. 702 On those words, isn't that a possible interpretation?

15:36:30 30 A. It is. Yes, I would agree. It is a possible interpretation.

15:36:33 1 Q. 703 And you continue on. You pause then and you said and I never said and then you
2 pause again. And then you say I made a virtue out of the fact that this was
3 mine?

4 A. Yes.

15:36:42 5 Q. 704 Presumably, your project, your development, you were fronting it. I was doing
6 this for myself and really, you know, I had no backer, I had no money. Well
7 that's perfectly clear what you mean there, isn't it?

8 A. Yes. I'm loathe to enter into an area that may widen the perspective of the
9 Module. But let me tell you.

15:37:02 10
11 That at the time of the Baldoyle project there was an allegation circulating
12 about these two gentlemen, put about by a colleague of Michael Joe Cosgrave's.
13 That if this went through. I hasten to add that there was absolutely no
14 substance whatsoever to this allegation. But it was current that if this went
15 through both of them would get a brand new Mercedes.

15:37:27 16 Q. 705 Which you say is no substance. You say it's a nonsense.
17
18 Can I ask you to focus on the part of the sentence beginning "I made a virtue
19 out of the fact that it was mine. I was doing this for myself and really, you
20 know, I had no backer I had no money"

15:37:45 21 A. Yes.

22 Q. 706 You have no difficulty with that?

23 A. No, because that is -- I think in the two and a half days that I have been
24 examined by Mr. O'Neill, I think that is the outline of the evidence that I
25 have given. That I was the front man in relation to this particular project.

15:37:56 26 Q. 707 You see. I'm curious to know why if you're in this discussion with these two
27 gentlemen. Neither of whom belong to the nexus, why you would need to stress
28 this to them? I could understand you saying it to somebody who was part of the
29 nexus, somebody who might put their handout and say hang on I've no backer in
15:38:22 30 this, I've no money. Why need to say it to two people that are not part of the

- 15:38:28 1 nexus. Can you explain that, please?
- 2 A. I don't think its a question of my stressing it to them. I think it was the
- 3 presentation to them from an initial point of view as to why I was involved and
- 4 I think as Mr. O'Neill opened the documentation. You can see that the level of
- 15:38:39 5 involvement that they had including writing letters to the Council.
- 6 Q. 708 But, Mr. Dunlop, look at your own words "I made a virtue out of the fact that
- 7 this was mine?"
- 8 A. Yes.
- 9 Q. 709 You were laying a great emphasis on this?
- 15:38:53 10 A. Yes.
- 11 Q. 710 Why did you have to lay a great emphasis on this in the presence of two people
- 12 who were not part of your nexus. That's what I want the answer?
- 13 A. Well you are positing this on the conjunctive. This could be totally
- 14 disjunctive. I'm talking to the ...
- 15:39:13 15 Q. 711 Tribunal?
- 16 A. Tribunal. Sorry. The lawyers for the Tribunal in private session. And I am
- 17 telling them that the orientation that I had on this project, with everybody,
- 18 it wasn't just with Michael Joe Cosgrave and Liam Creaven. Freudian slip
- 19 there. That I was the promoter. You know, I didn't have any money. This was
- 15:39:37 20 something that, as I said to Mr. O'Neill, I said to everybody.
- 21 Q. 712 Now Mr. Dunlop. You can't say that. Because a moment ago I asked you was that
- 22 an accurate reflection of the discussion you had with these two gentlemen. And
- 23 I read it out and I asked you is that what you said to them and you said yes.
- 24 So this is not a general description of your general approach to the
- 15:39:58 25 councillors. This is a concentrated focus on what you are saying to the two
- 26 councillors, Michael Joe Cosgrave and Liam Creaven?
- 27 A. It is but it is --
- 28 Q. 713 And you're making a virtue out of the fact that this was mine etc. I want you
- 29 to explain why you felt that you had to say that to them if they were not
- 15:40:16 30 members of the nexus?

- 15:40:17 1 A. But I said it to everybody. I said it to virtually any Councillor. I
2 challenge you to bring any Councillor in here and ask them what I said.
- 3 Q. 714 Why would it be necessary to say it to people who aren't part of the corrupt
4 nexus.
- 15:40:32 5 A. Well -- the only answer that I can give you to you is the answer that I have
6 given to you. That that was the promotional aspect of my involvement. As I
7 have outlined it in detail to Mr. O'Neill in detail over the last two and a
8 half days.
- 9 Q. 715 Yes?
- 15:40:50 10 A. That I was the promoter of these lands through a company called Pennine
11 Holdings.
- 12 Q. 716 When you're in the company of people who didn't have their hand out looking for
13 money at the time of rezonings you would not have to say that. I want you to
14 explain to me why would you would have said what you said to them?
- 15:41:05 15 A. Well I let my statement stand. I cannot add anything other than what I have
16 said. So I stand on what I've already said to.
- 17 Q. 717 You, well we'll leave it to the Tribunal then. One last question, Mr. Dunlop.
18 Perhaps you could assist me. You know the diaries you kept in 1991, 1992 and
19 1993?
- 15:41:22 20 A. Yes.
- 21 Q. 718 When did you give them over to the Tribunal? Did you ever get them back and
22 where are they now?
- 23 A. The Tribunal has them in their possession. The originals.
- 24 Q. 719 Yes?
- 15:41:32 25 A. As to the original date. I can't give you that but I'm sure we can establish
26 the exact date when they were sent to the Tribunal.
- 27
- 28 CHAIRMAN: '99
- 29
- 15:41:43 30 MR. BURKE: I take it that they haven't been returned to you?

15:41:45 1 A. No, they have not been returned. I've had sight of them for particular reasons
2 during the course of various Modules. But they have not been returned to me.
3 Sorry, there was a third aspect to that question. No, no, they have not been
4 returned to me.

15:42:02 5 Q. 720 Thank you very much Mr. Dunlop.

6
7 Mr. Chairman, I have no desire to bring Mr. Dunlop back to give me that date.
8 Perhaps if the date could simply be circulated that would be entirely
9 acceptable?

15:42:12 10
11 CHAIRMAN: This the is the date on which the diaries came to the Tribunal. I
12 think it's 1999.

13
14 MR. O'NEILL: We may have it by the close of today's business.

15:42:21 15
16 CHAIRMAN: They have been in the possession of the Tribunal since then. But
17 we'll get the date.

18
19 MR. BURKE: Thank you.

15:42:28 20
21 CHAIRMAN: Mr. Gordon?

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THE WITNESS WAS QUESTIONED BY MR. GORDON AS FOLLOWS:

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4 Q. 721 Good afternoon, Mr. Gordon?

15:42:33 5

A. Good afternoon.

6

Q. 722 On behalf of Mr. Tony Fox I just need to ask you some questions.

7

8 Following your evidence here as I see it here in front of me. It has been

9 pointed out by Mr. Burke. You say one thing in private session in relation to

15:42:46 10

the amount of money that you paid out as distinct from the evidence that you've

11

given here at public hearing, isn't that right

12

A. That's correct.

13

Q. 723 Which is a different thing?

14

A. That's fine.

15:42:55 15

Q. 724 That's the position.

16

A. Sorry?

17

Q. 725 You say one thing in private session about the amount of money paid out by you.

18

By comparison with the evidence that you give here in public session in

19

relation to the amount of money?

15:43:09 20

A. In contrast you mean.

21

Q. 726 They are two different things, isn't that so?

22

A. Yes.

23

Q. 727 And Mr. Burke has asked you to square the circle or resolve that conflict.

24

Because it is a conflict, isn't that right?

15:43:22 25

A. There were statements made in private at the time they were made in the

26

circumstances they were made that differ from the statement that I made

27

subsequently I think later that year.

28

Q. 728 Well there may be an understanding or there might be a context. But the

29

statements comparing one with the other are in conflict, one with the other,

15:43:41 30

isn't that so?

- 15:43:41 1 A. Yes, yes, is the simple answer.
- 2 Q. 729 And when it comes then to the individual cases or the individual councillors
3 who ask you to supply some more detail over and above the payment was made
4 within the environs of Dublin County Council there is no detail that can be
15:43:59 5 given by you, isn't that so?
- 6 A. Correct.
- 7 Q. 730 And when you are pressed about this you say that there is a total failure of
8 memory on your part in that regard?
- 9 A. As to the detailed location, yes.
- 15:44:21 10 Q. 731 It's been said over and over again. I don't want to go into the area. We can
11 take it as read. We don't know if it's morning or evening, rain or shine, day
12 of the week and so forth, isn't that the position that you're adopting here?
- 13 A. Yes.
- 14 Q. 732 You're not tying it down to a particular day, date, time. But you say that the
15:44:29 15 place was probably within the environs of Dublin County Council?
- 16 A. Yes --
- 17 Q. 733 And that is the extent of what you say about the transaction?
- 18 A. He is broadly correct Mr. Gordon. This in the case of your client I did in
19 other Modules give other evidence --
- 15:44:42 20 Q. 734 In relation to -- insofar as you?
- 21 A. That applies both ways. I can't have people quoting to me about what happened
22 in other Modules. I can refer to other Modules as well.
- 23 Q. 735 Insofar as you adopt any position of certainty. The position that you adopt in
24 terms of certainty at this time was that it was 1,000 pounds paid to my client,
15:45:02 25 Mr. Tony Fox?
- 26 A. Yes.
- 27 Q. 736 And when you're asked about the position of certainty in that regard, you
28 cannot assist the Tribunal, the Members of the Tribunal as to how that position
29 comes about bearing in mind what went on before, isn't that so?
- 15:45:19 30 A. That is correct, other than what I said to Mr. O'Neill in relation to the

15:45:23 1 conversation that I had with your client.

2 Q. 737 In other words, we don't know how we move from this position of conflict to the

3 position of certainty and what has assisted your recollection in that regard?

4 A. Correct.

15:45:35 5 Q. 738 That detail is also absent?

6 A. Yes.

7 Q. 739 But where there are documents produced to you, Mr. Dunlop. For example, the

8 various different motions in the different Modules. You are able to supply

9 dates because they appear on the face of the motions, isn't that right?

15:45:54 10 A. Correct.

11 Q. 740 The results are also a matter of record. And indeed, the participants on any

12 given day or the persons present are a matter of record also.

13 A. Yes, they are.

14 Q. 741 For example, here, we know that one of the key dates in relation to this

15 particular module is the 12th of March '93. Something happened on the 20th of

16 April of that same year. There was a publication then in the Independent

17 Newspaper on the 27th of April and we know that something important happened on

18 the 15th of May. Yeah?

19 A. Yes.

15:46:28 20 Q. 742 All of this is historic and a matter of public record?

21 A. Yes, correct.

22 Q. 743 And in your statement given to the Tribunal this is your written statement of

23 proposed evidence. You say that you paid, you name the councillors, the sum of

24 1,000 pounds each for what you say is their support?

15:46:49 25 A. Yeah.

26 Q. 744 Just in relation to Mr. Fox. What support do you claim he gave you in relation

27 to this alleged payment?

28 A. Well, he supported the project.

29 Q. 745 Well, how did he do that?

15:47:01 30 A. Well, he was present and voted in circumstances which indicated that he was

- 15:47:08 1 supportive.
- 2 Q. 746 Well, where -- where do we find that in the history of the papers that the
- 3 Tribunal are utilising in this Module? I mean, as I understand it, there was a
- 4 change in the fabric of this operation following the publication in the
- 15:47:27 5 newspaper that there was a motion then to defer and there were a number of
- 6 abstentions?
- 7 A. Yes.
- 8 Q. 747 And I think in relation to that particular motion, Mr. Fox abstained, did he?
- 9 A. I think, yes. But all of the others who were supporters of the motion. Who
- 15:47:41 10 were supporters of the project I should say not supporters of the motion.
- 11 Q. 748 Dealing only with what you claim was support offered by Mr. Fox?
- 12 A. Uh-huh.
- 13 Q. 749 In relation to this matter. Can you identify specifically the support that he
- 14 gave you?
- 15:47:55 15 A. In the context of the project going through Dublin County Council in its
- 16 various manifestations.
- 17 Q. 750 Yes?
- 18 A. Whether either voting to have the motion deferred or to abstain in the context
- 19 of another motion, the motion voting for Mr. Healy's motion.
- 15:48:18 20 Q. 751 This is the Healy motion?
- 21 A. Yes, the Green Party. He was an overt supporter. A declared supporter of the
- 22 project to me and in anything that he did publicly.
- 23 Q. 752 How do you identify support for your enterprise by referring to abstention on
- 24 his part insofar as that particular motion is concerned?
- 15:48:39 25 A. Well, because that's what the, all of the supporters of the project did on that
- 26 particular occasion.
- 27 Q. 753 This is what I'm getting to now. Was the abstention by, you claim the
- 28 participants, was that a move or an act on their part which effectively
- 29 supported your position?
- 15:48:59 30 A. This was the abstentions on the 27th.

15:49:02 1 Q. 754 Yes. There were --
2 A. There was -- this was after the Manager had pointed out.
3 Q. 755 The Healy motion as I understand it were 43 in favour. 3 against and 23
4 abstentions?
15:49:21 5 A. What page are you at, Mr. Lydon or Gordon?
6 Q. 756 I'm dealing with the. There was a motion for --
7 A. Do you have a reference page to it on the reference page on the computer.
8 Q. 757 Just one moment. Bear with me. I just have to ...
9
15:49:34 10 I'll find the reference for you in a minute
11 A. Yes, I have a copy that the Tribunal gave me of the motion dated.
12
13 JUDGE FAHERTY: 2217 I think. This is the one where there was 23 abstentions,
14 isn't that the one you're thinking of, Mr. Gordon?
15:49:52 15 MR. GORDON: Yes.
16
17 JUDGE FAHERTY: At page 2217.
18
19 MR. GORDON: I don't know if we're bringing that up on screen. We are, it
15:50:04 20 seems.
21
22 JUDGE FAHERTY: That's the Healy I think that was proposed by ...
23
24 MR. GORDON: In relation to that motion, Mr. Dunlop, there were 43 in favour --
15:50:15 25
26 CHAIRMAN: Sorry Mr. Gordon. If you could just pull down the microphone.
27 MR. GORDON: Sorry. There were 43 in favour, three against and 23 abstentions,
28 am I correct about that?
29 A. Yes.
15:50:29 30 Q. 758 And as I understand it, included within the 23 abstentions, Mr. Fox, he

- 15:50:40 1 abstained?
- 2 A. That's correct, yes.
- 3 Q. 759 And you associate him with the others in this claimed enterprise as taking a
- 4 similar position?
- 15:50:48 5 A. Yes.
- 6 Q. 760 In other words, whereas they might have voted in favour of your position at an
- 7 earlier time, for example, at the meeting which proceeded that. They were all
- 8 now abstaining?
- 9 A. No, not all. But, yes, the vast majority.
- 15:51:00 10 Q. 761 Okay. Well the vast majority. Now, was the abstention or the act of
- 11 abstention at that particular meeting in terms of the, of their voting position
- 12 or their voting wherewithal, something that was in support of your position.
- 13 Was that an act in support of your position?
- 14 A. Yes, broadly.
- 15:51:18 15 Q. 762 Well, how did they do that is what I'm interested in?
- 16 A. I don't know.
- 17 Q. 763 Dealing only with my client?
- 18 A. Yes.
- 19 Q. 764 If he was a participant in this enterprise. How did his abstention at that
- 15:51:31 20 time, at that meeting assist your cause?
- 21 A. Because if the motion in relation to, as the Manager had outlined, if the
- 22 motion in relation to Healy, Councillor Healy, to, I can't remember what the --
- 23 Q. 765 This was the motion though?
- 24 A. Yes, I can't remember the terms of it. That the --
- 15:51:52 25
- 26 JUDGE FAHERTY: It's there
- 27 A. Sorry, I beg your pardon. It's on the screen. Remained in this zoning. So
- 28 therefore there would be no change.
- 29
- 15:52:02 30 MR. GORDON: Yes.

15:52:03 1 A. And those people who would have voted for the Pennine Holdings project in the
2 main are found in the abstentions..

3 Q. 766 Yes. So will you answer the question now Mr. Dunlop?

4 A. Yes. Well I regarded the abstention as a vote of support.

15:52:23 5 Q. 767 What I'm asking you is how did the act of abstention assist your cause?

6 A. Well, it didn't assist the cause.

7 Q. 768 It clearly didn't and couldn't have?

8 A. It didn't assist the cause in the ultimate. But the vast majority of the
9 people who abstained were not prepared either to vote for the Healy motion or
10 to vote against it. Voting for it would have absolutely ruled out any
11 possibility of ever dealing with the matter again because it would have
12 returned the lands zoned B and G, to have those zonings maintained.

13 Q. 769 I think you understand what I'm getting at. Whether this was a motion directly
14 brought about or something that might have had a direct impact or bearing on
15:53:15 15 your position. It was a motion to defer a particular position, isn't that
16 right? It wasn't directly relevant to something that might come about at a
17 later time, i.e. the change in the status of the lands. But you were from
18 start to finish trying to bring about that change?

19 A. Yes.

15:53:30 20 Q. 770 You claim you were utilising the votes of various different councillors and
21 paying them for that. To assist in that work. Now, all I suggest to you. And
22 I think you understand.

23 A. Oh, I know exactly what.

24 Q. 771 Public records?

15:53:45 25 A. Yes.

26 Q. 772 Show that my client, Mr. Fox, abstained?

27 A. Yes.

28 Q. 773 You say are you claim that the abstention in some way supported you. And all I
29 suggest to you is that the abstention clearly couldn't have provided for you
15:53:57 30 any support. In fact it might be interpreted in the other way; that it was

15:54:02 1 contra to your intentions or your positions or your purpose?

2 A. Well, what I would suggest to you, Mr. Gordon. That was not the intention of

3 the people who did that. I can absolutely guarantee that to you. That they

4 were evincing a show of support for me and the Pennine Holdings project that

15:54:32 5 they were not going to vote for a motion to return the lands permanently to the

6 lands that they had --

7

8 CHAIRMAN: Mr. Dunlop, if Mr. Fox and the other

9 A. Yes.

15:54:32 10

11 CHAIRMAN: Others who were committed to support your project, as you say.

12 Surely, the best way they could show that support was to vote against the

13 motion?

14 A. I readily accept that, yes.

15:54:43 15

16 CHAIRMAN: So Mr. Gordon is asking you

17 A. Yeah.

18

19 CHAIRMAN: Why, if Mr. Fox, if you had effectively bought his support. Why he

15:54:51 20 wasn't voting against?

21 A. Yes. I can't account for that. Just to point out that some of the

22 councillors, three of them did vote against and three of them were supporters

23 of the particular project. But I can't account for why they did what they did

24 in block. I mean, I certainly didn't ask them to abstain. It was obviously a

15:55:16 25 decision that was taken in support of the Pennine Holdings project in their

26 estimation that they were going to abstain. And even if they had voted

27 against, they wouldn't have won.

28

29 CHAIRMAN: But did you go to Mr. Fox then and say we've a deal?

15:55:34 30 A. No.

15:55:34 1
2 CHAIRMAN: Renaged on the deal or even more politely
3 A. No.
4
15:55:39 5 CHAIRMAN: Would you have queried him as to why he didn't support it?
6 A. No. I don't recollect ever having a conversation along those lines with any of
7 the councillors listed in the abstention.
8
9 CHAIRMAN: Isn't that strange, that if you're correct and you had paid some of
15:55:53 10 these people to support you and clearly, they weren't supporting you. They
11 were perhaps not voting against you but that they certainly weren't supporting
12 you?
13 A. Not -- well they were certainly not. They were in the context of the David
14 Healy motion which they were not prepared to support. And I cannot reprise for
15:56:16 15 you whether or not there was a decision on the floor and a count of heads as to
16 whether or not even if they voted against they wouldn't succeed. But I
17 certainly never in answer to the question that you asked me. I certainly never
18 had a conversation along those lines with Tony Fox.
19
15:56:32 20 CHAIRMAN: This is the Healy motion
21 A. Yes, that is correct.
22
23 CHAIRMAN: All right.
24 MR. GORDON: Just to develop that a little further. Sorry, I beg your pardon.
15:56:43 25 A. I am between you all.
26 Q. 774 Just to develop that just a little further. It follows that if that abstention
27 is considered something that was operating adverse to your interests. We'll
28 assume that just for the purpose of the question?
29 A. Yeah.
15:56:57 30 Q. 775 And having regard to the complete absence of detail, the complete failure of

15:57:02 1 memory, the contradictions. The one thing you would remember, I suggest to
2 you, Mr. Dunlop, is paying a Councillor for a particular purpose. Bribing a
3 councillor for a particular purpose. And that Councillor then operating
4 adverse to your wishes having been paid. Do you understand?

15:57:23 5 A. Yes, I do, yeah.

6 Q. 776 In other words, if you had have known of this particular vote and the
7 abstention on the part of my client, who you claim you paid. You'd surely be
8 very annoyed or vexed with them of having followed through on the stated
9 intention having received your money and so forth. That's something that you
10 would remember?

11 A. Well as I answered. In reply to the Chairman I said no, there was considerable
12 confusion in the course of the project, the movement of the project on the
13 floor, as Mr. O'Neill outlined in the history of the -- of it in Dublin County
14 Council. I never had any such conversation with your client in relation, as
15 you outline, in relation to his going against my wishes, as it were. And
16 therefore, I have absolutely no recollection of ever having any such
17 conversation with him. And there was another part of your question. Sorry.

18 Q. 777 Maybe --

19 A. The basic. In basic response to your question Mr. Gordon. No, I did not in
15:58:06 20 the circumstances find it difficult that the vast proportion of the people who
21 would have supported the motion, the Pennine Holdings motion, actually
22 abstained in the vote in relation to the Healy motion. And I did not express
23 any anger or annoyance to them to that effect.

24 Q. 778 Well, if the Tribunal, Mr. Dunlop, are to take the abstention as something, an
15:59:13 25 act that, an act which doesn't equate with what you claim was support.
26 Logically, then, the position, in the absence of any better memory on your
27 part. Is logically the people who abstained, Mr. Fox, and Mr. Fox is my only
28 interest here. Was acting otherwise than in accordance with your wishes?

29 A. I would suggest to you, Mr. Gordon, that Mr. Fox in however way he proposed --
15:59:51 30 he explains it, was acting always in what he regarded as my best interests.

- 15:59:51 1 Q. 779 You see Mr. Dunlop. If you can leave out the hyperbolae here. I'm asking you
2 the questions based on the facts that are supplied to me by you. Right. And
3 all you supplied to me is that a payment was made in a sum of 1,000 pounds
4 within the environs of Dublin County Council?
- 16:00:04 5 A. Correct.
- 6 Q. 780 And if you want to embellish that in some way, by all means do so. It would be
7 much easier for us if you were to do it in your statement so that we could take
8 instructions and then cross-examine you?
- 9 A. I don't accept that.
- 16:00:19 10 Q. 781 Dealing with today -- do you accept that the position insofar as we can
11 identify from the paperwork on screen is somewhat illogical?
- 12 A. No, I don't. What you are doing, and might I add, I hasten to add that you are
13 quietly entitled to do it and I don't have any objection to your doing it, what
14 you are doing is extrapolating out a particular window in the totality of the
16:00:50 15 passage of this proposed development through Dublin County Council. There were
16 a number of votes. Yes, there were abstentions. The abstention related in
17 particular to what we'll loosely refer to as the Healy motion. Mr. Fox, your
18 client, was supportive of my project and that's how he regarded it as my
19 project. And evinced that support in a variety of ways through the passage of
16:01:23 20 that through the rather chaotic, I have to admit, chaotic passage of it through
21 the Dublin County Council in the particular period beginning April 1993.
- 22 Q. 782 Just let's finally look at the flip side of that coin Mr. Dunlop.
23
24 When did you discuss with Mr. Fox your project, as you call it
- 16:01:50 25 A. I can't put a date on that. But certainly it was prior to it coming before the
26 Council. Well, I mean, of course it was prior to. Because you wouldn't be
27 discussing the project after the vote. If you were in the business of
28 corrupting a politician.
- 29 Q. 783 Yes. And you wanted to utilise his or her vote and you have to do it before,
16:02:10 30 isn't that so.

16:02:11 1
2 Now, the question I ask you is. Do you have any recollection, bearing in mind
3 your complete failure of memory on just about everything to do with this. Do
4 you have any recollection of discussing this project with Mr. Fox or the
16:02:23 5 circumstance under which that discussion might have taken place?
6 A. Right. Well, of course, obviously, I totally and fundamentally disagree with
7 you in relation to the total lack of memory in relation to what occurred on
8 this --
9 Q. 784 You can't disagree with me, Mr. Dunlop. Several times this afternoon I've
16:02:43 10 asked you about your memory. You've agreed that in so far as there is a
11 specific recollection or a specific fact supplied by you, you say it is a 1,000
12 pounds within the environs of Dublin County Council, I'll leave it at that for
13 the moment. But can you tell me do you have a specific recollection of
14 discussing this project with Mr. Tony Fox at any time prior to the voting?
16:03:03 15 A. Yes.
16 Q. 785 Yes?
17 A. Yes, I've already given that evidence to Mr. O'Neill. And I'll reprise it for
18 you now. If you are prepared to listen. I discussed this project with your
19 client. We had a conversation. He said that he was supportive. There was a
16:03:23 20 discussion in relation to money. I have already given evidence that these
21 discussions in relation to money never occurred unless they were directly
22 brought up or intimated to me by the particular Councillor in question. Since
23 we're talking about your client, there was a discussion about money. And while
24 I have given a contrast between what was said in that discussion with another
16:03:47 25 Councillor, namely Mr. Burke's client. I described it as slightly less
26 fractious.
27 Q. 786 All right. Where did that discussion take place?
28 A. In the environs of Dublin County Council.
29 Q. 787 Was that at the same time as you claim payment was made?
16:04:00 30 A. No, I did not say that it was the same.

16:04:03 1 Q. 788 Was it before the vote?

2 A. What I have said in relation to the payment to your client was during the

3 course of the passage of the proposal through Dublin County Council.

4 Q. 789 Just in relation to the detail. Is that it, Mr. Dunlop, within the environs of

16:04:22 5 Dublin County Council?

6 A. That is it.

7 Q. 790 No further questions. Thank you, Chairman.

8

9 CHAIRMAN: All right. Who is next, Mr. Gordon?

16:04:29 10 MR. GORDON: I am.

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THE WITNESS WAS QUESTIONED BY MR. GORDON AS FOLLOWS:

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16:04:31 5

MR GORDON: Good afternoon, Chairman. It's just four o'clock now.

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CHAIRMAN: Can you see, Mr. Gordon?

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A. Are we starting this?

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16:04:39 10

CHAIRMAN: How long do you think you might be?

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MR. GORDON: I expect I would be some hours with this witness.

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CHAIRMAN: Some hours. Well then there's not much point in continuing.

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16:04:56 15

MR. O'NEILL: Mr. Dunlop, I think has difficulties tomorrow, is that correct?

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A. Yes.

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MR. O'NEILL: Not available until tomorrow. And we've looked at the diary of

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available dates. And it would appear that the next available date for Mr.

16:05:03 20

Dunlop's cross-examination to continue would be the 14th.

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CHAIRMAN: Of next week?

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MR. O'NEILL: Yes.

16:05:12 25

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CHAIRMAN: Does that suit you, Mr. Gordon?

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MR. GORDON: Yes, it does, Mr. Chairman.

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CHAIRMAN: Well, then we'll put Mr. Dunlop back to the 14th.

16:05:19 30

16:05:19 1 MR. O'NEILL: Tomorrow we'll start with Mr. Brendan Hickey.

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3 CHAIRMAN: At half ten?

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16:05:24 5 MR. O'NEILL: Yes.

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7 CHAIRMAN: Thank you.

8 MR. GORDON: Thank you.

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16:05:26 10

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THE TRIBUNAL THEN ADJOURNED UNTIL THE FOLLOWING DAY,

16:05:42 15

THURSDAY, 7TH OF DECEMBER, 2006, AT 10.30 A.M.

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