

THE TRIBUNAL RESUMED AS FOLLOWS ON FRIDAY,

21ST DECEMBER 2008, AT 10.30 A.M:

CHAIRMAN: Good morning, Taoiseach.

Before recommencing the evidence today, we believe it appropriate to address a couple of matters in the hope that some of the more fractious exchanges yesterday might not recur today.

While there were, while these few words are prompted by yesterday's proceedings they are essentially general in nature and are relevant and applicable to all witnesses.

A Tribunal of Inquiry is inquisitorial in nature and it approaches its work and especially the taking of evidence in public on the -- on this basis. It does not make allegations or promote any particular view or pre-determine any matter. Evidence given at public hearings including documentary evidence can be true or false or be partly true and be partly false, false or inaccurate evidence can be given accidentally or innocently or more seriously can be given intentionally and designed to mislead the Inquiry.

It would be a useless and meaningless exercise for a Tribunal to merely put every witness into the witness box and simply record his or her evidence without question, or where appropriate, without challenge.

While it is assumed that witnesses coming before the Tribunal do so with the intention to co-operate and to give truthful and accurate evidence, the Tribunal must be mindful of the possibility that this will not always be the case. It is the role and duty of counsel to the Tribunal to probe and test the evidence of witnesses and of documentary evidence in a manner which will ensure

10:38:35 1 that the Tribunal will have at the end of the day the fullest possible picture
2 of the evidence, so that it will be in a position to determine the accuracy and
3 effect of that evidence. Especially in those circumstances where there is
4 apparent conflict between the testimony of witnesses or with documentary
10:38:52 5 evidence.

6
7 With this in mind, it is right and proper for counsel to on occasion and where
8 appropriate, put to a witness a version of events which is at variance with
9 that put forward by that witness but which alternative version is or may be
10:39:09 10 possible or probable, having regard to evidence given by that witness or other
11 witnesses or which might appear from documentary evidence.

12
13 Equally, it is appropriate on occasion for counsel to the Tribunal to suggest
14 to a witness that his or her evidence is inaccurate, untruthful, unbelievable
10:39:28 15 or is in conflict with evidence already given by that witness or other
16 witnesses or with documentary evidence. Thus affording the opportunity to that
17 witness to deal with any such suggestion or to otherwise clarify his or her
18 position.

19
10:39:44 20 This at times necessary line of cross-examination does not mean that the
21 Tribunal has in advance of taking evidence from a witness, formed any
22 particular view of that witness or his or her evidence or has pre-determined
23 any issue or is not outcome neutral. Every witness knows or should know that
24 his or her evidence may be challenged at times vigorously by counsel to the
10:40:10 25 Tribunal and indeed by counsel representing other witnesses. That is the
26 nature of the public hearing phase of a Tribunal.

27
28 From the witness' perspective, where he or she is so challenged in the course
29 of giving evidence, there is a complete and unfettered freedom on the part of
10:40:27 30 that witness to reject or deny any matter or suggestion put to him or to her.

10:40:32 1 That right is absolute.

2

3 It is to be hoped that where a witness is anxious to reject or deny any matter

4 suggested to him or her by counsel to the Tribunal or counsel for another

10:40:44 5 witness or indeed by a member of the Tribunal, that such rejection or denial

6 would be given in the absence of rank or in a non-confrontational manner.

7

8 The cross-examination of a witness where there is a significant absence of

9 supporting documentary evidence, which it has to be said is not in itself an

10:41:06 10 indication of anything improper, is necessarily lengthy, complex and at times

11 tedious. Insofar as any of these descriptions might be deemed to apply to the

12 cross-examination of the Taoiseach, the Tribunal is satisfied that such

13 detailed cross-examination is necessary and appropriate, if the Tribunal is to

14 be placed in a position where it can ultimately properly and fairly adjudicate

10:41:32 15 on all the issues arising. In no way is Mr. Ahern being treated any

16 differently to other witnesses in this regard.

17

18 All right.

19

10:41:48 20 MR. O'NEILL: Chairman --

21

22 MR. MAGUIRE: Chairman, if I might respond briefly to your remarks and I

23 welcome first of all the concern that you expressed because it's concern that

24 we certainly on behalf of the Taoiseach, very much got in relation to the way

10:41:55 25 things are eventuating.

26

27 And I have to say that whilst the sentiments in respect of the propriety of

28 cross-examination are appropriate, that's different from what happened here

29 yesterday.

10:42:08 30

10:42:08 1 There is a very, very simple matter that occurred here yesterday which
2 illustrates, unfortunately, an agenda. And it's this.
3
4 What was put forward to the Taoiseach was a hypothesis. There is no doubt
10:42:22 5 about that. It was something that was quite elaborate and obviously
6 pre-thought out. Now, that's against a background of when we requested very
7 specifically because of a concern we had in relation to the way the
8 cross-examination by Tribunal counsel occurred on the last occasion, we
9 specifically asked that if any hypothesis was being developed that we should
10:42:51 10 have notice of it. That's a simple request. And it's designed to put a
11 witness, and he is no more than that, a witness into a position where he can
12 deal with propositions. It's designed to protect his right. He is entitled to
13 notice.
14
10:43:08 15 The hypothesis that was put to the Taoiseach was not just a hypothesis. It was
16 an allegation. It's an allegation which is not supported by any of the
17 evidence. It is a hypothesis that emanates from Tribunal counsel. And it
18 causes us great concern that as far as this witness is concerned, and he is
19 only a witness to the Tribunal, that he is being treated as if he was a
10:43:36 20 defendant. That essentially this is a prosecution without an indictment. And
21 the way in which this is being run, and I use that word deliberately, has been
22 run by Tribunal counsel is such as to lead to no other conclusion.
23
24 This witness is being pilloried and it is being suggested to him without a
10:44:01 25 basis in evidence and it has been reported as such that what his evidence is,
26 not alone is it not accept, it's not believed by the Tribunal and that what
27 should be believed is a hypothesis of which we have no notice and which was not
28 based on the evidence given.
29
10:44:23 30 So we retain the concern on that particular basis arising from yesterday's

10:44:34 1 conduct of the proceedings before you, Chairman.

2

3 CHAIRMAN: Well --

4

10:44:41 5 MR. MAGUIRE: And our concern would be that if this occurs on another occasion,
6 that you would step in, as you should do, to deal with the situation. It's
7 somewhat frustrating, Chairman, for us to make applications to you in relation
8 to the way and the conduct in which the Tribunal counsel have been conducting
9 these hearings. To have to address you, when unfortunately the structure of
10:45:14 10 things is that they are your counsel that we're dealing with. And we are
11 appealing to you in relation to their conduct of the proceedings and to make,
12 in essence, when we do object, to make a ruling against your own lawyers

13

14 CHAIRMAN: Well, Mr. Maguire, rulings are made against our own lawyers from
10:45:33 15 time to time. But the submissions that you make are essentially the same as
16 yesterday which we rejected yesterday.

17

18 The remarks I made this morning were an effort on the part of the Tribunal to
19 explain the basis on which a witness, including Mr. Ahern, has to be
10:45:52 20 cross-examined in order for the Tribunal to be put into a position where he can
21 conclude on the various matters at the end of the day.

22

23 the remarks which I made this morning were intended to try and defuse matters.
24 So I have dealt with the submissions. I don't accept for a minute that
10:46:18 25 Mr. O'Neill's line of cross-examination was inappropriate. And I think we made
26 that clear yesterday.

27

28 All right.

29

30

AN TAOISEACH, MR. BERTIE AHERN CONTINUES TO BE QUESTIONED

BY MR. O'NEILL AS FOLLOWS:

10:46:28 1 Q. 1 Good morning, Mr. Ahern.

10:46:30 2 A. Good morning Mr. O'Neill.

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6
7 JUDGE KEYS: Sorry, just before you start. Mr. Maguire, I also object to the
8 word "agenda" being used as well. I find that offensive and unacceptable in
9 light of the ruling which we gave yesterday as well. I personally reject that
10 out of hand.

11
12 MR. MAGUIRE: I want to make it clear, and I address the judges of the Tribunal
13 at this stage. That I do stand over what I'm saying in terms of the Tribunal
14 counsel having an agenda in relation to this witness. That's the Tribunal
15 counsel.

16
17 JUDGE KEYS: You've heard my view on that also.

18
19 MR. MAGUIRE: That's not -- I want to make it abundantly clear that I'm not
10:47:11 20 criticising the Tribunal, the judges of the Tribunal. But I am standing over
21 the allegation that any reasonable observer of what went on here yesterday, and
22 indeed on previous occasions, would lead one to the conclusion that an agenda
23 is being pursued in respect of this witness.

24
10:47:26 25 JUDGE KEYS: Well then you should read the transcripts of all witnesses who
26 have given evidence and the cross-examination which has been carried out both
27 by Mr. O'Neill and other counsel. And I think if you read all of those and
28 attended here you'd find out that it is no different, as far as I'm concerned,
29 this witness is not being treated any differently to any other witness who has
10:47:47 30 been scrutinised in relation to and won't be treated differently. He will be

10:47:50 1 treated exactly the same as everybody else is being treated. By virtue of what
2 you have said you're implying that's an agenda and I reject that out of hand.

3
4 MR. O'NEILL: If I may interpose at this point, Mr. Chairman, and Members of
10:48:06 5 the Tribunal, to defend my own position which apparently is seemingly the
6 target of Mr. Maguire's commentary, insofar as he distinguishes between
7 yourselves and myself and suggests in some way that I am pursuing some form of
8 an agenda.

9
10:48:21 10 For me to do so in those circumstances would be a gross breach of my
11 professional obligations to you, the Tribunal, and to every witness who is
12 called before this important Oireachtas inquiry. I reject absolutely that I am
13 pursuing any form of agenda or that I am doing anything other than proceeding
14 with my professional duties as I should.

10:48:44 15
16 If my friend has any complaint to make in relation to the manner in which I am
17 dealing with the matter professionally, he is well aware from his experience as
18 a barrister that there are remedies open to him in which such concerns should
19 be addressed and in respect of which, in advance of making any public criticism
10:49:08 20 of a colleague he is professionally obliged to bring those complaints to that
21 body.

22
23 I therefore reject it as being unprofessional on his part to make this
24 allegation in a public place against me in relation to my professional
10:49:24 25 integrity.

26
27 And I intend to proceed to conduct the examination of this witness and other
28 witnesses using the best of my professional skills and abilities, which is the
29 reason why I have been engaged by this Tribunal.

10:49:39 30

10:49:39 1 Now, I now intend to proceed to examine the witness.

2

3 Mr.--

4

10:49:46 5 MR MAGUIRE: Just to first respond to that.

6

7 MR. O'NEILL: At some point this has to end.

8

9 CHAIRMAN: Mr. Maguire, Mr. O'Neill is perfectly entitled. He was accused of
10:49:55 10 you of following a particular agenda which, and he is perfectly entitled to
11 take offence at that. He is perfectly entitled to place on the record his
12 objection to that.

13

14 The matter is now closed. We could argue from now until lunchtime about these
10:50:12 15 matters. There is no point in doing so. It's in everybody's interests,
16 including Mr. Ahern's that we proceed with the evidence.

17

18 MR. MAGUIRE: He has just made an allegation against me, Mr. Chairman. For the
19 record I reject it.

10:50:26 20

21 JUDGE KEYS: For the record.

22

23 Q. 2 MR. O'NEILL: If we have can have on screen, please, page 24578. This
24 document, Mr. Ahern, we were considering yesterday towards the end of your
10:50:54 25 evidence, isn't that so?

26 A. That's correct.

27 Q. 3 And just to recap and for the benefit of any members of the public who weren't
28 here yesterday. This is a document which represents a declaration which is
29 completed by a person intending to open or opening an SSA account and if we can
10:51:16 30 go down to the date at the bottom of it.

10:51:20 1 This is a document, where yesterday we considered firstly, your signature on
2 the document against the date which is beside it. If we can enlarge that,
3 which as it presently stands appears to be the 23rd of December of 1993. And
4 yesterday we heard evidence in relation to a forensic examination of that which
10:51:42 5 suggests that the digits "23" had been written over the digit "14". We went
6 through that yesterday, isn't that so?
7

8 And I think in the course of your evidence yesterday you indicated that at the
9 time when you had discussed the opening of the SSA account, that it was on your
10:52:06 10 first visit to the bank on the 23rd of December, and it was in the context of
11 an intention on your part to lodge some or all of the savings which you'd
12 accumulated over a period of seven years between 1987 and 1993, isn't that so?

13 A. That's correct.

14 Q. 4 In effect, the discussions which you were conducting with Mr. Murphy, the bank
10:52:38 15 official with whom you made the loan arrangement, were either preceded or
16 immediately followed by a discussion in connection with the opening of an SSA
17 account, isn't that so?

18 A. Right.

19 Q. 5 You indicated in your evidence yesterday that, that discussion was taking place
10:53:01 20 in the context of what you might do or would do with your savings but that when
21 it came to opening the SSA account, that was opened with funds from another
22 source, namely, the 22,500 pounds which you had been provided with by Mr. Gerry
23 Brennan following a function or adjacent to a function which was going on in
24 St. Luke's, on the afternoon or evening of the 27th of December 1993, following
10:53:37 25 a race meeting in Leopardstown, isn't that right?

26 A. Correct.

27 Q. 6 And so on that basis, it would appear that the SSA discussions and the creation
28 of this document took place in the context of making or the intention of making
29 a lodgement of your savings but ultimately it transpired that the sum of 22,500
10:54:07 30 pounds, which is the goodwill loan amount, was actually lodged to the account,

- 10:54:13 1 isn't that right?
- 2 A. Correct.
- 3 Q. 7 And I think you may know that this document which is on screen at the moment,
4 was circulated for the first time on the 21st of November 2007, that is in the
10:54:27 5 past few weeks?
- 6 A. Correct.
- 7 Q. 8 In circumstances where the Tribunal had already made orders for discovery
8 against the bank, that's AIB bank, and where this document had not been part of
9 that discovery process, isn't that so? And that the immediate circumstances
10:54:47 10 leading to this document being produced to the Tribunal were that on the 19th
11 of November, the Tribunal had requested the bank to provide it with a sample of
12 the type of declaration that would have been necessary to be completed in order
13 to open an SSA account and in response to that request for a sample, what was
14 sent was the actual document signed by you which was on file for Revenue
10:55:21 15 purposes for the opening of this account, isn't that so?
- 16 A. Well I didn't know that. I knew this was circulated in the last few weeks.
- 17 Q. 9 Yes. Now, could I suggest to you that the question of the opening of the SSA
18 account was one which had been addressed by you and with the Tribunal prior to
19 the 21st of November of 2007, and at a time when there was no documentary
10:55:51 20 evidence to suggest that the SSA account was considered at any point prior to
21 the date upon which the account is shown on the bank records to have been
22 opened, namely, the 30th of December 1993?
- 23 A. Yes, the statement. The SSA account shows the 22,500 was lodged on the 30th of
24 November.
- 10:56:16 25 Q. 10 Yes.
- 26 A. The 30th of December.
- 27 Q. 11 Yes. The question that I was asking you, Mr. Ahern, was in relation to the
28 information which had been provided by you to the Tribunal in relation to the
29 opening of the SSA account. And can I suggest to you that in your exchanges
10:56:32 30 with the Tribunal initially there was no reference to the fact that the SSA

10:56:39 1 account had been discussed at the first meeting at which you met Mr. Murphy,
2 which you say is on the 23rd of December of 2003, sorry of 1993. Do you
3 understand the question I'm asking you?

4 A. I do.

10:56:55 5 Q. 12 Yes.

6 A. But ...

7 Q. 13 Do you accept that that is the case; that the first reference to the Tribunal
8 by you, to there being a discussion at which the opening of an SSA account was
9 discussed with Mr. Murphy, in the context of your savings being put into such
10:57:14 10 an account took place yesterday?

11 A. No, to the best of my recollection and I'd have to check it.

12 Q. 14 Yes.

13 A. In the private hearing on the 5th of April, I stated that I mentioned at
14 Christmas, that's Christmas 1993.

10:57:33 15 Q. 15 Yes.

16 A. That I mentioned that I did tell the bank that I had savings.

17 Q. 16 Yes.

18 A. So while I didn't mention the SSA, well it's the same thing because I mentioned
19 I'd savings.

10:57:44 20 Q. 17 I see. Well perhaps we'll look at some of that documentation then. If we look
21 firstly to page 19734. This is an extract from the brief from the interview
22 which took place between yourself and members of the legal team, including me,
23 on the 5th of April 2007.

24

10:58:13 25 And if we start at question 145 here the question reads "The payment itself
26 having been assembled by you on the 27th of December, found itself in your bank
27 account on the 30th, can you tell us how that took place?"
28 I think that tells us firstly that, what we are discussing here as the payment
29 is the 22,500 pounds which is the -- which represents the goodwill loan, isn't
10:58:34 30 that right?

10:58:35 1 A. Yes.

2 Q. 18 "A: I'd say probably the first day after Christmas that it was open, I just

3 lodged it.

4 Q: Right. Did you go to the bank to lodge it, or did Mr. Murphy come to you?

10:58:47 5 A: I'd say that I lodged it at that time of year I'd say I lodged it.

6 Q: Right. Would that involve you going to AIB in O'Connell Street?

7 A: Yes.

8 Q: Did you do your lodgements, by that I'm talking about the list of

9 lodgements we see, insofar as they were lodged to the bank did you do that in

10:59:09 10 O'Connell Street?

11 A: In O'Connell Street or Mr. Murphy came to me.

12 Q: Okay. Was this one of the instances in which you went to O'Connell Street?

13 A: I think so because it was over the Christmas and certainly I recall being

14 in O'Connell Street a few times. When I went in to O'Connell Street before

10:59:27 15 Christmas to take out the loan I met the manager. And I had to sign papers for

16 the loan and I certainly was in a few times around that stage".

17

18 That's the first reference to the circumstances of your visit to the bank on

19 the 30th, isn't that so?

10:59:49 20 A. Yes.

21 Q. 19 Which is when you say you opened the SSA account. And also in the course of

22 that exchange, you refer to the fact that you'd gone to O'Connell Street before

23 Christmas to take out the loan when you met the manager, isn't that right?

24 A. Yes.

11:00:05 25 Q. 20 Though you are not specifically asked about in this exchange what took place at

26 that time, you didn't make any reference to having discussed an SSA account on

27 that occasion, isn't that right?

28 A. Not in that part.

29 Q. 21 Exactly. If we can turn now to page 19736, further in the transcript at

11:00:30 30 question 161.

11:00:33 1 The question reads "from Mr. Murphy's point of view obviously you completed a
2 loan application about a week before you came in with this money".
3
4 If I can just stop at that point. We're again talking about the 22,500 pounds
11:00:48 5 which you had brought in the bank on the 30th.
6
7 "And you'd set out what your liabilities were, your indebtedness, what your
8 assets were. Obviously you didn't include in your assets at the time of taking
9 out the loan, the fact that you had this in cash" and the this that we're
11:01:05 10 referring to here is obviously the 22,500 pounds, isn't that so?
11 A. Yes.
12 Q. 22 And the response is "Yes.
13 Q: The reason for that being that you hadn't got it at that time.
14 A: Precisely".
11:01:20 15
16 That being because the 22,500 pounds we're told was given to you on the 27th
17 and therefore that was not a matter that could have been discussed when you
18 were in dealing with the loan application, isn't that correct?
19 A. Yes.
11:01:37 20 Q. 23 The next question "You turn up with this money, you make a lodgement. And the
21 decision is taken at that point in time, apparently, to put it into an SSA
22 account?
23 A: Yes.
24 Q: Was that a matter of discussion between you as to what the best form of
11:01:56 25 account would be, to put it into and why it should go in there?
26 A: Yes. Because in fairness to Mr. Murphy he was forever, as you see
27 throughout the accounts, he was a walking expert on seven day accounts and 14
28 day accounts and 21 and 28 day accounts. And SSA accounts and every kind of
29 accounts. He was doing his job. So I have no doubt that I would have done
11:02:21 30 that on his advice.

11:02:24 1 Q 165: Right. And at that point in time he advise see you to put the money
2 into an SSA account. I'm not sure whether you were the minister in question
3 who created these special treatment for the SSA account

4 A: As minister one doesn't necessarily know the detail. I probably was I
11:02:42 5 think.

6 Q: In any event, it would have been explained to you that there were certain
7 advantages from the point of view of tax in relation to the DIRT, if you put
8 the money into an SSA account as opposed to another account.

9 A: Yes.

11:02:56 10 Q: It was also indicated to you that such accounts could receive 50,000 pounds
11 as a maximum one person 50 or a married couple 100,000 or whatever that might
12 be.

13 A: Yes.

14 Q: Were you aware of that at the time then when you put it into the SSA
11:03:16 15 account?

16 A: I'd say I was because either on that call in or subsequently, I had told
17 Mr. Murphy that I was saving money. I recall he told me I was insane, I should
18 put, you know, I shouldn't be saving the money that way, I should put it into a
19 bank."

11:03:37 20
21 In relation to that exchange, Mr. Ahern, would you agree with me that the clear
22 indication given from that is that the first indication of an SSA account being
23 an appropriate means of investment for you was raised at this meeting where the
24 22,000 pounds was to be lodged to an account.

11:04:05 25 A. That day, that's the 23rd of December.

26 Q. 24 No, this is the -- this is the meeting at which you go into the bank with
27 22,500 pounds which is this cash, if we revert back to page 19736 question 161.

28
29 This whole exchange is predicated upon it being a meeting which took place when
11:04:30 30 you went in with the cash in hand in order to lodge it to an SSA account. And

- 11:04:35 1 you tell us that that is on the 30th of December and at that point the exchange
2 proceeds both the questioner suggest at this point and yourself believed that
3 the SSA account was considered for the first time on the 30th or certainly on
4 the day upon which the lodgement to the SSA account was actually made, isn't
11:04:59 5 that so?
- 6 A. I don't think it is. I thought that discussion was on the 23rd of December
7 when I met Mr. Burns, when Mr. Burns, I was introduced by Mr. Murphy to
8 Mr. Burns.
- 9 Q. 25 Yes.
- 11:05:14 10 A. That's the discussion. I don't have any recollection of going in on the 30th.
11 I said I went in and lodged it. I was asked did I go in and lodge it, I did.
12 But the discussion that I had with Mr. Burns where I told Mr. Burns that I had
13 savings, that was on the 23rd of December. I didn't meet Mr. Burns on the 30th
14 of December.
- 11:05:33 15 Q. 26 There is no reference in any of these exchanges that we have seen so far,
16 Mr. Ahern, to any involvement of Mr. Burns. Mr. Burns, as we know, was the
17 superior to Mr. Murphy who was the bank official with whom you had all of your
18 actual bank dealings, isn't that right?
- 19 A. Yes.
- 11:05:53 20 Q. 27 Mr. Burns' role while he was the manager both of the branch at 37/38 O'Connell
21 Street and also another branch in O'Connell Street, he didn't involve himself
22 in any way with your accounts or the opening of those accounts?
- 23 A. No, he didn't.
- 24 Q. 28 Or any advice in relation to those accounts?
- 11:06:10 25 A. No he didn't. But as I explained yesterday. Maybe I'll explain it again.
26 When I went into the bank, of which I believe is the 23rd of December 1993.
- 27 Q. 29 Yes.
- 28 A. I went in with the purpose of taking out a loan to pay for the drafts we
29 discussed yesterday.
- 11:06:26 30 Q. 30 Yes.

- 11:06:27 1 A. I had maybe a 15 minute discussion with Mr. Burns in his office, the only time
2 I was in the office with Mr. Burns. On that occasion I spoke about some of the
3 bank people that I knew, I told Mr. Burns that I would, that I had been
4 separated, that the legal issues were finished and that I would open my
11:06:48 5 accounts in that branch, which I subsequently did. On that occasion I told
6 Mr. Burns and Mr. Murphy that I had savings. If you're asking me now,
7 Mr. O'Neill, did I say that I had savings on the 30th --
- 8 Q. 31 No I'm asking you --
- 9 A. Sorry. But I don't remember quite frankly being in the bank on the 30th of
11:07:10 10 December. You asked me would I have gone in or would Mr. Murphy have come out.
11 What I'm saying on that is I would have went in because of the time of the
12 year. But the position is that when I went in on the 23rd, that's when I
13 mentioned the savings. I have no recollection of going in on the 30th.
- 14 Q. 32 We started the reference this morning to the transcript on April the 5th,
11:07:35 15 starting with the manner in which you dealt with the money which represented
16 the goodwill loan, isn't that so, the 22,500 pounds?
- 17 A. Yes.
- 18 Q. 33 It follows from that, if that was the subject of our discussion, whatever
19 meeting took place could only have been a meeting after you'd received those
11:07:57 20 monies, isn't that right?
- 21 A. To lodge the 22 and a half?
- 22 Q. 34 The discussion which took place concerned the lodgement of the 22 and a half,
23 isn't that so?
- 24 A. Yes, which was on the 30th of December.
- 11:08:18 25 Q. 35 Yes. Exactly. That is what we have been talking about this morning so far,
26 Mr. Ahern. If we look back again at page 19734, the first matter that I raised
27 with you is question 145 "the payment itself having been assembled by you on
28 the 27th of December found itself in your bank account on the 30th. Can you
29 tell us how that took place.
- 11:08:33 30 A: I'd say probably the first day after Christmas that it was open I just

11:08:37 1 lodged it".
2
3 Now, the first day after Christmas and which the banks was open was the 30th of
4 December, you understand?

11:08:46 5 A. Yes.
6 Q. 36 So it follows that the discussion that we are dealing with in the transcript
7 here is what took place in the bank on the 30th. Do you accept that?
8 A. I do accept that.
9 Q. 37 Yes.

11:08:58 10 A. But, Mr. O'Neill, just. Can I reference it to what happened on the 23rd? The
11 fact is on the 23rd was the day I went in, took out the loan and that was the
12 day that I told the bank that I had savings.
13 Q. 38 Yes.
14 A. And as we were talking about yesterday, that was the savings of 30,000.

11:09:20 15 Q. 39 Yes. Mr. Ahern, the questioning that is taking place at present is to deal
16 with an issue which I identified to you before we started and that is the
17 following.
18
19 Whether or not it is the case that you raised the SSA account or the opening of
11:09:37 20 an SSA account on the occasion when you were discussing taking out a loan with
21 Mr. Murphy, and that you say took place on the 23rd. Or whether the first
22 occasion upon which the SSA issue was raised, was when you were coming in to
23 the bank with 22,500 pounds which represents the first of the goodwill loans.
24

11:10:02 25 I was suggesting to you that the first time that you indicated to the Tribunal
26 that you had raised the issue of an SSA account having been discussed on the
27 23rd, was in your evidence in the Tribunal yesterday. And I was putting to you
28 and exploring with you at the moment whether or not it is the case that the
29 first occasion upon which the SSA account was mentioned as between yourself and
11:10:32 30 the bank was on the 30th. That is on the day that you say you had in hand the

11:10:39 1 funds which were the first goodwill loan. Does that establish the context now?

2 A. It does establish the context. So therefore if I could tell you, I disagree.

3 Q. 40 You disagree?

4 A. I disagree.

11:10:49 5 Q. 41 Yeah.

6 A. Because when I was in on the 23rd and I thought I had dealt with this

7 comprehensively yesterday. When I was in on the 23rd of December 1993, and

8 when I met Mr. Burns and met Mr. Murphy, I had told them that I wanted a loan

9 and I told them that I had savings. Now, I don't remember talking about SSA

11:11:09 10 but it's quite clear that they did talk about SSA because that's how that form

11 was signed. But it was -- I told them at that stage that I'd savings. That I

12 would lodge the savings into that bank. That I would open my current account

13 in that bank, which I did. And that discussion would have taken place on the

14 23rd of December.

11:11:26 15 Q. 42 Well in the light of that statement, I now intend to examine what was inquired

16 of you at the meeting on the 5th of April of 2007, to see whether or not that

17 is a correct interpretation of what was actually taking place at the time and I

18 also intend to review some of the evidence which was given to the Tribunal by

19 Mr. Murphy, the person who attended these meetings with you.

11:11:56 20

21 And I have already opened to you the first extract in which you record the fact

22 that the meeting took place on the 30th of December, and that it was at that

23 meeting that you lodged the 22,500 pounds. The second extract which I referred

24 to starting at page 19736, was dealing with the first reference to there being

11:12:30 25 an SSA account in contemplation as being the appropriate account into which the

26 22,500 pounds would be lodged.

27

28 And from question 161 onward, and I have just read that, is it not apparent to

29 you that what was being discussed in that interview was that at that point in

11:13:00 30 time, that is on the 30th of December 1993, that that was the first occasion

11:13:07 1 upon which you had received SSA advice from Mr. Murphy in relation to your
2 investment and that that information was given to you in the context of the
3 22,500 pounds and not in the context of investing 50,000 pounds of your savings
4 or any part of your savings into an SSA account, do you understand?

11:13:41 5 A. Yes, I do.

6 Q. 43 But you don't accept that that is the correct inference to draw from this
7 exchange, is that this was an exchange limited to considering the question of
8 whether an SSA account was an appropriate account into which to lodge the first
9 goodwill loan?

11:13:52 10 A. Yes.

11 Q. 44 Sorry, Mr. Ahern.

12 A. Sorry.

13 Q. 45 I had intended that to be a question. It's perhaps a little long. Would you
14 like me to break it down?

11:14:03 15 A. No, it's fine. I don't recall a meeting on the 30th of December, and I think
16 that's clear from that. What I did on the 30th of December, was I lodged the
17 money. I don't recall that. And I would have thought that at that -- that
18 that lodgement that he'd have said put it into an SSA loan. But the point I'm
19 making is, the reference that I made when I took out the loan was that I had
11:14:31 20 savings that I would put it in. And when I'm talking about saying I'm putting
21 in savings and when it's talking there about I told him that I put in, that I
22 had money, that was at the meeting that I had with Mr. Burns and Mr. Murphy on
23 the 23rd of December.

24 Q. 46 Yes.

11:14:48 25 A. I don't recall actually meeting Philip Murphy and I certainly didn't meet
26 Mr. Burns on the 30th. On the 30th, I made a lodgement and that's and I only
27 know that from the record in the SSA.

28 Q. 47 Yes. On your account on the 30th, you made a lodgement that involved you going
29 to the bank in O'Connell Street?

11:15:07 30 A. Correct.

- 11:15:08 1 Q. 48 It involved you meeting with Mr. Murphy. It involved you receiving or
2 exchanging with him an instruction as to where you wanted these funds to go,
3 isn't that right?
4 A. Correct.
- 11:15:21 5 Q. 49 There were a range of options open to you. You had 22,500 pounds in; 15,000 of
6 it in cash and others in cashable negotiable instruments, isn't that right?
7 A. Correct.
- 8 Q. 50 There was the draft.
9 A. Yes.
- 11:15:37 10 Q. 51 The options that were open to you at that time included discharging in full the
11 loan of 19,115.97 pounds, which had been initiated on the 24th of December of
12 1993, some six days earlier and the last banking day.
13 A. Yes.
- 14 Q. 52 Isn't that right?
15 A. Yes.
- 11:16:01 16 Q. 53 That was one option open to you.
17 A. Yes.
- 18 Q. 54 You could have put the money into the current ask the with the intention that
19 you'd spend it. You could have put it into a deposit account including a whole
20 range of investment type accounts, isn't that right?
21 A. Yes, yes.
- 22 Q. 55 So it follows from that since we know that it was put into an SSA account, that
23 you must have had a discussion with Mr. Murphy in relation to the opening of an
24 SSA account?
25 A. I accept that, yes, yes.
- 11:16:27 26 Q. 56 Yes. And are you saying that this was the obviously then the second occasion
27 upon which the SSA account had been raised with Mr. Murphy? The first you
28 believe being on the occasion that you discussed the taking out of the loan on
29 the 23rd of December, and the second when you came in with this money with the
30 intention of lodging it, isn't that right?
11:16:49

- 11:16:51 1 A. I don't remember that but I'm trying to follow the logic. If I told Mr. Burns
2 and Mr. Murphy when I was in looking at taking out the loan that I had other
3 savings, that was at that meeting. It was at that meeting that I told them on
4 the 23rd of December, that I had other savings. I don't recall that form being
11:17:15 5 taken out at that stage. But the point I'm making is that it was on the 23rd
6 of December 1993, that I took out a loan for the 19,115 and that I told him
7 that I had other savings.
8
9 Now, I didn't know until recently that that form was signed on that day. That
11:17:32 10 wasn't opening an account it was a declaration. But I assume that that day,
11 that they must have had some discussion with me otherwise how would they
12 actually sign that form.
- 13 Q. 57 Mr. Ahern, the question of discussion of your savings is an entirely separate
14 issue to the question of deciding whether those savings should find themselves
11:17:52 15 in an SSA account, you appreciate that?
- 16 A. Yes, I don't recall talking about an SSA but I do remember telling them I'd
17 savings. That's the only point I'm making.
- 18 Q. 58 The question that I am asking you is whether or not it is the case or otherwise
19 that you discussed the SSA account and the opening of an SSA account on the
11:18:12 20 23rd of December or earlier. Not whether or not you discussed savings on that
21 date. Do you understand?
- 22 A. Yes, I do. Well if you want to answer that question.
- 23 Q. 59 That is what the series of questions I'm asking you is hoping to elicit for the
24 benefit of the Tribunal, is whether or not it is the case that for the first
11:18:35 25 time yesterday you mentioned a question of an SSA account, having been raised
26 at the same time as the question of a loan account being opened, being raised.
27 And that, as you say, was on the 23rd of December?
- 28 A. Yeah. I have no -- the answer to that question, Mr. O'Neill, I have no
29 recollection of talking about an SSA loan on the 23rd of December. But I do
11:18:59 30 have a clear recollection of telling the bank that I am taking out this loan

11:19:04 1 and that I do have savings and that I will open my current account in the bank.

2 Q. 60 And I suggest to you that the last extract that we read would indicate that it

3 was for the first time on the 30th, that you discussed the question of an SSA

4 account?

11:19:22 5 A. I ...

6 Q. 61 Do you agree with that?

7 A. I have no knowledge whether I discussed it before but I certainly opened it on

8 the 30th.

9 Q. 62 Okay. The Tribunal obviously will have to reach, make a finding on this and

11:19:33 10 for that reason I'm going to go through a number of your other responses to

11 questions on -- upon which the opportunity of raising the SSA account as being

12 an appropriate account for your savings was opened to you. If we can turn to

13 page 19738, please, question 176.

14

11:20:00 15 "Q: And you made contact with Mr. Murphy and your first contact was in

16 relation to setting up a loan account."

17 We're now talking of an earlier time you will see that, Mr. Ahern.

18

19 "You came in subsequently with the 22,500 pounds. He recommended that it goes

11:20:21 20 into an SSA account. Did he discuss with you now that you had the money you

21 might consider repaying the loan, was that a matter of suggestion?

22 A: No.

23 Q: He didn't ask you anything about that?

24 A: No. If he did I would have told him no, I wanted to keep the loan in

11:20:41 25 standing.

26 Q: Right.

27 A: I know you think that's peculiar but I think it wasn't."

28

29 And then if we turn to the bottom of the page to question 181 "Is there any

11:20:53 30 particular reason why given that you had the money at that time, given that you

11:20:57 1 are now opening bank account, getting into the banking system, from your own
2 point of view, that you did not put in the money, that is the 50,000 pounds, at
3 that point in December 1993? I'm talking now of the 50,000 Pounds.

4 A: Yes.

11:21:13 5 Q: Is there any particular reason?

6 A: Other than, I mean, I'd been through a difficult separation and I was
7 getting around to sorting out my affairs again and there was no impediment. I
8 mean my wife knew that I had the money and what I had. We were up front on all
9 of these issues. I just didn't do it immediately, no other reason.

11:21:34 10 Q: I mean we're talking about a sizeable amount of money in those days. It
11 could have produced significant interest.

12 A: It could. To be honest with you the last thing I was interested in, in
13 early 1994 was interest.

14 Q: Yes. And then we see that obviously at a later stage a decision was taken
11:21:53 15 to put that money into the account and that happened.

16 A: In fairness, I think Mr. Murphy would have said at that time that I should
17 do it. I didn't do it for a while."

18
19 Now, what you are referring to not having been done for a while was the first
11:22:11 20 savings lodgement, that is the 30,000 pounds which was lodged to the SSA
21 account which took place on the 24th or 25th of April of 1994, isn't that
22 right?

23 A. I agree with that.

24 Q. 63 Yeah. So what clearly was being discussed at this time at the interview was
11:22:32 25 the circumstances in which the investment of your savings as opposed to the
26 investments of the first dig out loan, might find themselves in an SSA account,
27 isn't that so?

28 A. That's correct.

29 Q. 64 Yeah. And again, could I suggest to you that from this answer and this
11:22:54 30 question and answer series, it's apparent that that discussion was taking place

11:22:59 1 for the first time at the time when you actually opened the account on the 30th
2 of December and not earlier, isn't that so?

3 A. Well if you form that interpretation, but as I've said earlier on --

4 Q. 65 Yes.

11:23:15 5 A. -- I don't have any recollection of being in the bank on the 30th of the 12th.
6 At the very start of the series when you asked me, how did I make the
7 lodgement. I said I must have went in at that time of the year. The
8 discussion I do recall was the discussion of the 23rd of December.

9 Q. 66 Yes. So we may now look, perhaps, Mr. Ahern, at what Mr. Murphy had to say
11:23:45 10 initially in relation to the opening of the account and the possible
11 opportunities which existed in the exchanges between himself and yourself at
12 the early meetings to discuss the SSA account and whether or not such a
13 discussion took place as you believe at the time when the loan was drawn down
14 or when or whether it took place at a later stage, that is in the context of
11:24:16 15 the investment of the first dig out loan rather than the investment savings.
16
17 MR. MAGUIRE: I'm sorry, Chairman.
18
19 Mr. O'Neill now appears to be moving Mr. Murphy. But I would have thought he
11:24:29 20 should not just be selective in his quotation from transcript of the April
21 interview, the private interview with the Taoiseach. And in particular in
22 question 191, which I am surprised he didn't refer to. I think that if he is
23 to go to this level of forensic detail in relation to these matters, it's
24 appropriate that all of the relevant quotations should be put to the Taoiseach
11:24:52 25 arising from that particular occasion.
26
27 CHAIRMAN: Yes, that's fair enough.
28
29 MR. O'NEILL: I am happy to do that. By way of comment, I should also say
11:25:01 30 that it is simply impossible to put the entire content of every single question

11:25:06 1 to the witness. I am trying to do it as fairly as I can

2 A. Mr. O'Neill --

3

4 MR. O'NEILL: In the event that matters are raised by Mr. Maguire. Of course

11:25:15 5 it is open to him to --

6

7 CHAIRMAN: If there is something, if there is an additional piece of the of

8 the interview which is crucial to the issue discussed then clearly it should be

9 raised so what's

11:25:28 10

11 MR. O'NEILL: Page 19740 --

12

13 MR. MAGUIRE: Chairman, it's the more basic point here, it's a point of

14 selectivity.

11:25:35 15

16 CHAIRMAN: Well let's see first of all what you are referring to.

17

18 MR. O'NEILL: Page 19740 is on screen now question 191.

19

11:25:44 20 "And to the best of my recollection at Christmas I told him I had the money,

21 that I was saving money. And I think he contacted me a few times and it was

22 March before I met him. And that money I had in the safe in Drumcondra and I

23 gave him, I gave him the 30,000 pounds. Whether he put it into the SSAs or put

24 it into the current account, quite frankly, I wouldn't have cared a hoot."

11:26:12 25 That's the question.

26 A. Well, Chairman, if that was the point my recollection, I thought I was

27 forgetting it but, the point Mr. O'Neill is this; that I recall the meeting of

28 the 23rd --

29 Q. 67 Yes.

11:26:33 30 A. -- of December 1993 as I stated. That was the meeting where I met Mr. Philip

11:26:41 1 Murphy for the first time I think I met him professionally. He brought me to
2 Mr. Burns' office which was the only time in the all the years I've been
3 dealing with that bank which is now 14 years today or tomorrow, and I took out
4 the loan because I needed to deal with the loan before Christmas. And at that
11:27:01 5 stage I told them that I had savings and that's clear from that question 191.

6
7 Now, what I didn't know, Mr. O'Neill, was that that form that we now know from
8 the bank giving the form when you asked for the declaration, that that form was
9 actually signed that day. That was not the opening of the account as you
11:27:23 10 explained to me. It was a declaration.

11
12 So I think, Mr. O'Neill, rather to be -- I don't be long winded. It is for me
13 to be long winded. It is clear that all that happened in this was that I told
14 the bank people that I would open my current account in January 1994, which I
11:27:45 15 did. That I would bring in the savings. I don't have any recollection of
16 deciding what we would do with it but obviously Mr. Murphy, as he said in his
17 own evidence, was a salesman, if you call a banker a salesman, but he promoted
18 maybe more correct phraseology, but he promoted SSAs in the bank. And when I
19 said I'd save and obviously -- the declaration. I have no recollection of
11:28:09 20 that. I signed it.

21
22 But and then I intended coming back in and putting in the savings. When I
23 received the money, which I think was on the 27th because it was the day we go
24 to Leopardstown, which I've explained, so I don't think that there's any
11:28:26 25 inconsistencies.

26
27 CHAIRMAN: Well, Mr. Ahern, can I just, so that we won't get to bogged down in
28 this. Can I just suggest to you that what Mr. O'Neill had put to you up to the
29 time Mr. Maguire intervened was that your transcripts of the, at the interview
11:28:44 30 with the Tribunal in April, that he referred to suggested that the first

11:28:49 1 discussion of the SSA was on the 30th, after Christmas.
2
3 Here Mr. Maguire quite rightly draws our attention to this, which suggests not
4 a specific date at Christmas either before or after Christmas but the term
11:29:09 5 merely at Christmas.
6
7 So is it your evidence or is it your view that on this occasion you were saying
8 that when you make the reference to Christmas, you are referring to the 23rd
9 and not the 30th?
11:29:23 10 A. Yes, yes, Chairman, and I don't want to raise any temperature but I did, I
11 did -- my recollection was that was the case.
12
13 CHAIRMAN: All right. Well it's just to point out --
14 A. Sorry, Chairman, but Mr. O'Neill had the evidence and what he was doing was he
11:29:40 15 was showing all of the other bits and moving on to Mr. Murphy. The fact is if
16 he had have showed that bit I think it makes it clear. I wouldn't have been
17 calling at Christmas was the meeting of the 23rd. On the 30th it's New Year's
18 eve almost so you know it's a different point. Anyway, I don't want to raise
19 the temperature. All that I'm saying is that the meeting was the 23rd. I
11:30:03 20 don't have any recollection, Chairman, of the meeting of the 30th.
21
22 CHAIRMAN: No, that's fair enough. It's just that the term Christmas and I
23 accept the point, I mean, it could be the 23rd and it could be the 30th.
24 A. Yeah, well I appreciate Christmas starts in November now I appreciate that.
11:30:19 25
26 CHAIRMAN: All right.
27
28 Q. 68 MR. O'NEILL: Neutral as regards. Firstly, it doesn't say before Christmas
29 neither does it say after Christmas. It is neutral. It's the Christmas.
11:30:30 30 A. Anyway Mr. O'Neill, I have no reason to have a row with you. All that I'm

11:30:34 1 saying is what happened. The meeting I recall was the 23rd of December.
2
3 Now, the only thing that I think to save ourselves, if you have to go through
4 this I understand and I'll answer all of the questions. But the point is that
11:30:50 5 when I told them on the 23rd that I had savings obviously they must have done
6 the declaration. I didn't remember that. I didn't know that. I still don't
7 remember it. I didn't know it in April and I didn't know it until I was sent
8 that form. But I obviously went back in and I lodged the 22 and a half on the
9 30th, rather than what I would have probably done is lodged the 30 sometime
11:31:13 10 later. I mean, I think that's all that happened. I don't think that there is
11 any other intrigue in this. Sorry, Chairman.
12

13 CHAIRMAN: All right.
14

11:31:20 15 Q. 69 MR. O'NEILL: Could I suggest, Mr. Ahern, that as we go through the evidence,
16 often conflicting, of Mr. Murphy the bank official with whom you dealt, it
17 would appear that the first dealings which you had with him were limited to the
18 question of drawing a loan down as and distinct from considering the question
19 of future investment, either then on the day of that meeting or in the
11:31:47 20 immediate aftermath of it?

21 A. No, that's.

22 Q. 70 You disagree with it. I'll just go through.

23 A. No. Can I tell you why I disagree and then you wouldn't have to go through it.

24 Q. 71 Yes.

11:31:58 25 A. Because I told you yesterday.

26 Q. 72 Yes.

27 A. And I told you in April and I'm telling you again today that on that meeting I
28 told them that I was separated, that the legal separation was through, and that
29 I would now open accounts, a current account and I'd put in my savings in. I'm
11:32:16 30 just repeating myself now.

11:32:18 1 CHAIRMAN: It's just that Mr. O'Neill now, Mr. Ahern, is going to refer to
2 evidence that Mr. Murphy gave so that you can comment on that.
3 A. Yeah, sure.
4

11:32:26 5 CHAIRMAN: Because we have that evidence and we have to clarify it.
6 A. Yeah I understand, Chairman.
7

8 Q. 73 MR. O'NEILL: You have made reference by name to two bank officials,
9 Mr. Ahern. Firstly, Mr. Burns, who discussed with you a little earlier as
11:32:43 10 being the manager of two branches and the other being Mr. Murphy. To which one
11 of these two individuals do you say that you communicated that you had
12 substantial savings at the time that you took out the loan and that you wished
13 to make arrangements to lodge those at some future date?
14 A. To both of them.

11:33:04 15 Q. 74 To both of them?
16 A. When I went to Mr. Burns' office I think I got a cup of tea or at least I was
17 offered it if I didn't get it. And I told Mr. Burns that I needed to take out
18 the loan before Christmas but I told him that I had savings. And it was just
19 in his office, it wasn't a big formal meeting. I was brought up I think just
11:33:28 20 to be introduced.
21 Q. 75 Yes. That I think is the import of the evidence both of Mr. Murphy himself and
22 also you might have noted from the transcript of the interview with Mr. Burns
23 that he was introduced to you by his assistant manager, Mr. Murphy, because of
24 who you were and your importance as a client in the bank but that he had no
11:33:56 25 dealings with you in a banking sense other than to meet you socially?
26 A. That's correct.

27 Q. 76 Right. In other words, there was no discussion as far as he was concerned or
28 certainly he does not tell the Tribunal of there being any discussion about the
29 opening of accounts, whether they be loan accounts or deposit accounts, whether
11:34:16 30 those accounts be SSA accounts or fixed term deposit accounts. That simply was

11:34:21 1 not the discussion you had with him. Your discussion with him was a social
2 interchange and nothing further, would you agree with that?

3 A. Well a social interchange because I was brought to his office and the reason I
4 remember was the fact that I was brought to his office. If I had have been
11:34:38 5 down in Mr. Murphy's office that day and Mr. Murphy's evidence is that he can't
6 remember whether we went back to his office or not, I can't remember whether we
7 went back to his office or not. But I do remember the only time in 14 years in
8 dealing with AIB O'Connell Street, 37/38 Upper O'Connell Street was on the
9 occasion that I was brought to Mr. Burns' office.

11:35:03 10

11 And I was brought in, I said I was in Philip Murphy obviously said that I was
12 in to take out a loan. He said that would be fine, didn't ask me any questions
13 about it said it would be fine. I thanked him for that. Spoke a bit about
14 Finglas and some other bank people that I knew. I told him that my intention
11:35:21 15 was and I remember this clearly, very clearly, I told him that I was, that I
16 had no bank accounts other than AIB Finglas that were in my wife's name. I was
17 going to open my own bank accounts and that I would and that I had savings and
18 that I would put those savings in. And that's precisely what I did; I opened
19 up the current account in January and I brought in -- my intention was to bring
11:35:45 20 in the savings because I had received the other money, the first goodwill loan
21 I obviously put that in and subsequently. Because just a busy person, I
22 subsequently brought in the other monies. And that's what happened.

23

24 What I did not recollect that the declaration that Philip Murphy being a banker
11:36:02 25 and a promoter of SSA obviously produced that form that day. I don't really
26 think that matters a lot to be frank with you but anyway. I think that's the
27 sequence of events.

28 Q. 77 Can we take it from that response, Mr. Ahern, and I don't mean to cut you short
29 if you do want to continue with it --

11:36:19 30 A. Sorry.

11:36:19 1 Q. 78 -- of course do so. But can I take it from that response that whatever was
2 said in the presence of Mr. Burns was said also in the presence of Mr. Murphy?
3 A. Yes.
4 Q. 79 So as you know, Mr. Burns has said that as much as he can recollect having
11:36:38 5 taken place was a social interchange between you and that the banking matters
6 were dealt with by Mr. Murphy. So that we have no information as to the
7 substance of any exchange that you had with Mr. Burns from Mr. Burns but we do
8 have Mr. Murphy present and his detailed evidence.
9 A. Yes.
11:36:55 10 Q. 80 And if you tell me that he was there throughout, we can progress then with what
11 he has to say because obviously if all of that took place in the presence of
12 Mr. Burns, Mr. Burns has no greater knowledge of the affairs that Mr. Murphy
13 has, isn't that right?
14 A. Yeah well --
11:37:12 15 Q. 81 Can we agree with that?
16 A. Okay. But can we just say this; that I don't expect Mr. Burns, I'm sure he
17 meets a lot of people. I remember him because I was in. I haven't had to go
18 in too many times in my life into a bank manager's office and look for a loan
19 so I remember it. I don't expect him to remember it. It would be like
11:37:32 20 somebody coming to my constituency clinic and me remembering that a year later.
21 I do me best to remember and I've a reasonably good memory of who comes to my
22 constituency clinic. But I spent about fifteen minutes talking to him.
23
24 Now, I presume he was that we were talking about Christmas and talking about
11:37:47 25 other things. I do remember those things and I don't think there's any
26 conflict. Mr. Burns says he does remember me, he doesn't remember anything
27 else. I can't see any conflict in that. The man gave me the loan and I
28 honoured what I'd said I'd do. I opened up the accounts. I don't remember
29 going back to the office and meeting Mr. Murphy.
11:38:05 30

11:38:05 1 CHAIRMAN: Well can we can move on on the basis that the discussions such as
2 they were took place between yourself and Mr. Murphy and Mr. Burns may have
3 been there for some of it. But your essential business was transacted with
4 Mr. Murphy.

11:38:15 5 A. Yeah.

6
7 CHAIRMAN: Yes.

8 A. That's fine.

9 Q. 82 MR. O'NEILL: So if we look to page 18276, please. This is a transcript of
11:38:23 10 the interview which took place between the Tribunal and Mr. Murphy in the
11 context of you becoming a customer of the bank at that time, isn't that right?
12 And if we start at question 20:

13
14 "So you think you might have had that meeting with Mr. Burns and Mr. Ahern on
11:38:42 15 his initial presentation in the bank in O'Connell Street?

16 A: Yes.

17 Q: Right. He wasn't a customer at that particular time?

18 A: No, no.

19 Q: Right. Was it a surprise to you to be contacted seven years after your
11:38:55 20 initial contact with him?

21 A: Yeah. It was a bit of a surprise all right, yeah.

22 Q. And I suppose equally a surprise that the first contact was for the purpose
23 of seeking a loan rather than making a deposit?

24 A: Yeah. But given the nature of the standing and where he was, that was
11:39:10 25 grand, you know I was delighted. It was lovely to get an account, you know."

26
27 Now, to that point it would appear that Mr. Murphy is limiting the exchange
28 which he had with you to the opening of a loan account and commenting on the
29 fact that notwithstanding that it was a loan account rather than making a
11:39:33 30 deposit, that he was happy given your standing to open an account even though

11:39:37 1 it was a loan account, isn't that so? That would suggest, I put to you,
2 Mr. Ahern, that the question of there being a deposit account opened at the
3 same time was not discussed at the time, isn't that so?
4 A. But I didn't, I didn't open a deposit account.

11:39:55 5 Q. 83 No. The question of opening a deposit account was not discussed because what
6 was being asked of Mr. Murphy at this time was equally, I suppose equally a
7 surprise that the first contact was for the purpose of seeking a loan rather
8 than making a deposit. The question of there being a deposit account which
9 would be I'm sure a more attractive account or possibly a more attractive
11:40:20 10 account from a banker's point of view rather than a loan account, was not
11 discussed it would appear. Is that a fair inference to draw from that?
12 A. The rate of interest then, as you said yesterday, was probably happier to be
13 giving me a loan.

14 Q. 84 Yes. So that you would agree with me that certainly to this point it wouldn't
11:40:37 15 appear that a deposit was discussed, isn't that right?
16 A. Right.

17 Q. 85 And if we turn then to page 18278, at the response to question 37:
18
19 "I was just delighted to get a big name on the books for a loan.
11:40:59 20 Q: Even for a loan?
21 A: Yeah, yeah it was good".
22
23 So again the opportunity was there for Mr. Murphy to say well of course in
24 addition to taking out a loan, he'd indicated to me that he was going to be
11:41:14 25 making a deposit though that is not said, isn't that right?
26
27 Now, the next series of questions then goes on:
28
29 " yeah, yeah, it was good.

11:41:25 30 Q: Right. Did you make an inquiry when he came in? Obviously you knew who he

11:41:29 1 was. You knew what title he had, you knew what position he had. But there are
2 I'm sure, procedures that have to be followed from any customer no matter who
3 it was, who walked in off the Street. You'd have to establish the level of
4 their indebtedness or earnings were.

11:41:43 5 A: That would have been gone through and satisfied ourselves that the
6 repayment of the loan was within the client's capacity.

7 Q: Well was it gone through?
8 A: Yes.

9 Q: Do you remember doing that?
11:41:54 10 A: Yes, I do remember that, yes.

11 Q: So did that involve you establishing from Mr. Ahern firstly where his bank
12 accounts were at the time where his bank accounts at that time were held?
13 A: Uh-huh, I can't remember that.

14 Q: Uh-huh.
11:42:10 15 A: I don't think that he had any other bank accounts.

16 Q: Was that not something which you noted in your application, the loan
17 application form. That it was a loan application for a loan being made by
18 somebody who did not have any bank account?
19 A: Well given the nature of the person that it was I didn't, some of those
11:42:25 20 questions may not have been gone into in as precise detail as somebody else who
21 you didn't know".
22
23 Now, if we can go to page 18284, please. Sorry. If we can if go firstly to
24 page 18279. There was a series of questions starting with question 48:
11:43:04 25
26 "In this instance I assume since this was the first occasion upon which you'd
27 met him professionally you went through with him A, why he needed the money?
28 A: Yes.
29 Q. B, how much it was going to be?
11:43:16 30 A: Yes.

11:43:17 1 Q: Why it was that he was coming to you as opposed to funding this out of his
2 loan assets matters of that nature?"

3
4 I think that "loan assets" should be "own assets" for completeness, Mr. Ahern.

11:43:28 5
6 "A: No, I wouldn't have gone through a huge amount of detail as to why he was
7 coming to me.

8 Q: Right. Did you establish what assets he had at the time?

9 A: I would have but I can't remember what they were.

11:43:41 10 Q: Right."

11
12 And then he then goes on. That blank portion to deal with your matrimonial
13 affairs which isn't necessary here. The next question is 54:

14
11:43:53 15 "Right. So you didn't know what security there was for your loan then?

16 A: To the best of my knowledge there was no security for the loan. I can't
17 remember whether we looked for a life policy or not but I can't be sure of
18 that."

19
11:44:07 20 So again that would suggest, Mr. Ahern, would have been the time for Mr. Murphy
21 to draw to the attention of the questioner that in fact at the same time
22 discussion was taking place with regard to the opening of a deposit account.
23 Because that would be a material consideration when dealing with a loan
24 application, isn't that right?

11:44:28 25 A. Yes.

26 Q. 86 If we look they were to page 18284 at the top of the page. This is where we
27 commence to deal with Mr. Murphy on the subject of the opening of the Special
28 Savings Account at the top of the page tab 2. "The first document there which
29 is accounts page 1231, it's the opening I think of a special savings accounts.

11:44:51 30 A: Yes.

11:44:51 1 Q: Where six days from the first day visit to you, which was to draw the loan
2 to meet these expenses, isn't that right?
3 A: Yes.
4 Q: And on this occasion we'll see on the next page 232, that the amount which
11:45:05 5 was lodged here was 22,500 pounds?
6 A: Uh-huh.
7 Q: Was that a transaction that you were involved in?
8 A: Yes.
9 Q: Now, there are a range of accounts which can be opened by people in -- of a
11:45:17 10 deposit nature. And the Special Savings Account was a particular type of
11 account, isn't that right?
12 A: That's right.
13 Q: And I think it has some tax advantage, is that correct?
14 A: A little, yes. You paid less DIRT. 10 per cent DIRT as opposed to 21, if
11:45:33 15 you just had an ordinary deposit account.
16 Q: Were there restrictions on such an account?
17 A: An individual was only allowed to have one. An individual could have a
18 maximum of 50,000 but a husband and wife could have 100,000.
19 Q: All right. Okay. Now, when this account is opened it's opened in the
11:45:49 20 account of Mr. B Ahern and the address here is 161 Lower Drumcondra Road. He
21 gave you that address, isn't that right?
22 A: Yes, yeah.
23 Q: Did you or at what point did you become aware that Mr. Ahern had an account
24 in the bank in Drumcondra, that is the AIB bank in Drumcondra?
11:46:06 25 A: I don't know that he had one in Drumcondra.
26 Q: Right. At this time or ever.
27 A: Ever.
28 Q 106: I see. So this account is now being opened with a deposit. Did you
29 receive any explanation from Mr. Ahern as to why it was that he seemingly had
11:46:24 30 the cash that would have met the entire of the indebtedness that was created

11:46:29 1 the week before, 19,500 and odd or 115 pounds?

2 A: Yes.

3 Q: Or did you establish from him why it was that he took out a loan when he

4 was now coming in with more or less the same or possibly even more money than

11:46:44 5 was necessary?

6 A: I didn't establish, no.

7 Q: Did he offer any explanation as to why he wanted to open a deposit account

8 rather than to clear perhaps the loan account which he had engendered the week

9 beforehand?

11:47:00 10 A: I'm sure we would have discussed it but I can't remember to be honest.

11 Q: Were you surprised, I mean, obviously people come in to borrow money

12 because they need to borrow money?

13 A: Yeah.

14 Q: Here is somebody coming in, he is borrowing money and now it appears that

11:47:14 15 he has the money in his hand.

16 A: That wouldn't have been unusual.

17 Q: No.

18 A: No. Like if somebody had cash you would have been advising, I would have

19 advised a lot of clients to open SSA accounts at the time. Certainly if they

11:47:39 20 had cash, equally the loan rate interest was either 11 or 11.5 per cent. I

21 think the deposit interest rate was probably too. I wouldn't have questioned

22 what the Minister for Finance was doing, say hugely.

23 Q: Yeah.

24 A: I would have taken what he wanted to do at face value.

11:47:48 25 Q: You don't remember making any suggestion to him for example, that now that

26 you have had this money and apparently you don't need it immediately because

27 you are putting it into an SSA account, therefore you are putting it aside in a

28 sense, and the money which you borrowed is money which you hope to discharge in

29 an 18 month period. It might be a simpler exercise to simply payoff the debt?

11:48:10 30 A: Yeah.

11:48:11 1 Q. You don't remember discussing it at all?
2 A: No, I don't
3 Q: With him?
4 A: No.

11:48:16 5 Q: Do you remember the transaction when he came in to the bank on this
6 occasion. Have you a recollection specifically of advising him to open an SSA
7 account as opposed to a deposit account?
8 A: My recollection is that I got a call from somebody to say that the Minister
9 for Finance is on his way down. Can you be available to meet him. Obviously
11:48:36 10 you didn't want to meet the Minister for Finance wandering around the office
11 waiting to be met by somebody so I made myself available.
12 Q: Yes.
13 A: And I encouraged him to open a Special Savings Account rather than an
14 ordinary deposit account because it was better value.

11:48:49 15 Q: Sure. And there was less tax paid on it amongst other things.
16 A: Yes.

17 Q. That would have involved you establishing from him how long he intended to
18 keep the funds there because if he wanted to have it readily accessible there
19 would be a penalty if he put it into an SSA account and he needed it in a month
11:49:05 20 later for example.
21 A: Sure. I don't remember going in to that detail with him I just remember
22 being delighted to get an SSA account opened."
23
24 Now, the latter part of that exchange is dealing with the meeting which took
11:49:20 25 place at the time of the opening of the SSA account, isn't that right? In
26 other words the second meeting which you had with him?
27
28 So again, this is an indication, I suggest, Mr. Ahern, that there was in fact
29 no discussion between yourself and Mr. Murphy at that time with regard to the
11:49:42 30 investment of savings that any savings that Mr. Ahern may have had at that

11:49:50 1 time. Would you agree with that?

2 A. No, I wouldn't. The only meeting I remember is a meeting on the 23rd. And
3 that's the meeting where I told them that I had savings and that I would lodge
4 those into the bank. I don't recall the meeting of the 30th. I don't think
11:50:03 5 that I had a meeting on the 30th. I think I just called in.

6 Q. 87 But in relation to the meeting that we were dealing with initially and that's
7 the first meeting. To this point you have covered -- you have followed the
8 exchange where Mr. Murphy is being asked about the circumstances in which the
9 loan is being taken out, in circumstances where if it was the case that there
11:50:24 10 was a deposit account being considered in the same time, it surely would have
11 been brought up by him in any of those responses. And I think you'd agree that
12 it wasn't brought up by him in those -- at that time, that is in this
13 interview. He didn't make any reference to you having gone in to do two pieces
14 of business that day.

11:50:44 15

16 The first to borrow money and the other to consider the options for making a
17 deposit account. His exchanges were limited to saying that you came in to take
18 out a loan notwithstanding that it was not to make a deposit, he was happy to
19 take out, to have you as a customer on a loan basis because of who you were.

11:51:05 20 All of those were opportunities when he could have said of course at that time
21 Mr. Ahern had also informed me that he was going to be making a deposit of
22 savings to the account at that point in time. He didn't do so, isn't that
23 right?

24 A. He didn't put I mean, I don't know how he'd remember it to be honest with you.
11:51:24 25 He was trying to -- it's quite clear from that he was happy to sell his SSA
26 account which I obviously opened on the 30th with him.

27

28 MR. MAGUIRE: Chairman, I'm amazed that Mr. O'Neill would embark on putting to
29 the witness what he has now put. When he knows when Mr. Murphy gave his public
11:51:44 30 testimony dealing with precisely the area that we're talking about that he gave

11:51:48 1 his recollection on that occasion. And it was given on day 787 and he deals
2 with it at page 47 of that.

3

4 CHAIRMAN: Yeah, but he is going on to deal --

11:52:08 5

6 MR. O'NEILL: That's a presumption on my friend's part that I am curtailing
7 the evidence.

8

9 CHAIRMAN: He is going on to deal with that. It's important that all of the
11:52:09 10 information the Tribunal has will be put to -- he is going on to deal with
11 that. And it would be, I agree with you, it would be very wrong for that not
12 to be done but Mr. O'Neill is going to do that, I assume.

13

14 MR. MAGUIRE: But he is suggesting that this is Mr. Murphy's account.

11:52:21 15

16

Mr. Murphy's account is as given --

17

CHAIRMAN: Yes.

18

19 MR. MAGUIRE: Over that. Sorry, Chairman, if I could just finish. Both at the
11:52:29 20 private hearing and at a public hearing.

21

22 CHAIRMAN: Absolutely.

23

24 MR. MAGUIRE: When this issue was addressed.

11:52:34 25

26

CHAIRMAN: Absolutely.

27

28 MR. O'NEILL: I am dealing with the public.

29

11:52:37 30

MR. MAGUIRE: He is being selective in dealing with one of them.

11:52:40 1 CHAIRMAN: No, no, no. Mr. Maguire, it only becomes selective if Mr. O'Neill
2 was now to go on and omit any reference to Mr. Murphy's oral evidence. So it's
3 now ten to twelve, so we are going to take a ten minute break.
4

11:53:02 5 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

6 **AND RESUMED AS FOLLOWS:**
7

8 Q. 88 MR. O'NEILL: Mr. Ahern, just before the break we were dealing with content of
9 the interview which was adopted with the bank official Mr. Murphy. In private
12:09:30 10 session with the Tribunal where he was setting out his best knowledge at that
11 time of the opening of the loan account and the dealings which he had with you
12 at the initial meeting which took place in December of 1993. And I am just
13 going to complete the reference if I may, to that and then I'll move on to his
14 evidence dealing with the matter. And at the end of that I'll perhaps ask you
12:09:59 15 one or two questions arising from it. It might be speedier to read the entire
16 rather than ask questions in the course of it.
17

18 If we could turn, please, to page 18292 at question 163, where you are talking
19 about the sum of 22,000 pounds which is the lodgement of the dig out loan:
12:10:18 20

21 "These monies were going into an SSA account. As we know for a single
22 individual or possibly for single or separated individuals as Mr. Ahern was at
23 this instance, the limit which we could invest in this type of fund was 50,000
24 pounds, isn't that correct?

12:10:32 25 A: Correct.

26 Q: Did you at any time suggest to Mr. Ahern that it was a suitable account if
27 he does have cash in which he could make an investment of up to 50,000 pounds
28 with the benefit that flows from that in an SSA account?

29 A: Oh, I would have outlined that to him and said 50 is the max that you can
12:10:53 30 have as a single individual.

12:10:54 1 Q: Right.

2 A: My memory is that, for it had to be husband and wife to be 100, you

3 couldn't be separated or brother and sister or what have you, that's my memory

4 of the legislation.

12:11:03 5 Q: But you think he was either aware of or you brought to his attention the

6 fact that you could take 50,000?

7 A: Oh, I certainly would have brought it to his attention because I was, I

8 was for want of a better word, selling SSAs.

9 Q: Sure.

12:11:18 10 A: They were business. It was business, you know.

11 Q: And he was a person it seems, despite the fact that he had taken out a loan

12 with you. He was person who had cash available to him in respect of the loan?

13 A: Yeah.

14 Q: And its first presentation was the manner in which we've just described.

12:11:35 15 Subsequently he was going to make a top up, if I can call it that, to that

16 account, isn't that so?

17 A: That may not have been the conversation at the time but certainly it would

18 have been spelt out that the max you could have is 50.

19 Q: Right. Was there anything said about topping up this account at a later

12:11:53 20 stage?

21 A: At a later stage?

22 Q: Was anything said at the time of opening this account that he had available

23 to lodge it in this sum of 22,500 pounds and that it would be his intention to

24 avail of the 50,000 which could be invested?

12:12:12 25 A: No, I don't recall anything on that.

26 Q: Did you ask him whether or not he had any more to invest in this?

27 A: I can't remember that."

28

29 And then it moved on to deal with the subsequent lodgement to this account.

12:12:31 30 That was the top up to bring it to the 50. Isn't that so, you topped up the

12:12:38 1 money.
2
3 So if we now turn to the evidence which Mr. Murphy gave on day 787 to the
4 Tribunal and on that date if I can look to page 25 of the evidence on that day
12:12:56 5 at question 170 at the bottom of the page:
6
7 "Q: Did Mr. Ahern tell you that he had 50,000 pounds in a safe?
8 A: No.
9 Q: You are sure of that?
12:13:19 10 A: I am' nearly positive, yeah.
11 Q: Nearly positive?
12 A: Oh, yeah, yeah, yeah.
13 Q. Is that positive?
14 A: Positive.
12:13:29 15 Q: Or any sum in a safe?
16 A: No, he did not tell me then when he was drawing down the loan that he had
17 money in a safe. No he did not.
18 Q. Or savings anywhere?
19 A: Correct.
12:13:39 20 Q: Though it would have been something that you would have been asking him.
21 You would have asked him what his liabilities were, what his assets were.
22 A: I'm sure I would but I just don't remember specifically.
23 Q: No". And now if we turn to page 37 on the same day. At question 265.
24
12:14:04 25 "And he never told you at this time that he had savings amounting to 50,000
26 pounds?
27 A: No.
28 Q: What do you think about that, Mr. Murphy, now?
29 A: I suppose I would question why it might be cheaper to use your own money
12:14:17 30 than borrowing money from a bank.

12:14:19 1 Q. But what about not telling you that he had those savings?
2 A: I didn't think any of it. That's ...
3 Q: Well you didn't know at the time?
4 A: I didn't know.
12:14:31 5 Q: When you found out that he had, how did you feel about the fact he had come
6 in for a loan just over 19,000 pounds without telling you and you discussing
7 assets and liabilities with him?
8 A: I remember when he came in with the first lodgement I would have said to
9 him" and at that point the questioner says "we'll get to that at a later
12:14:53 10 stage".
11
12 So if we turn now to page 52 of the transcript starting at question 396.
13 That's ahead of that I may open page 47 starting with question 339.
14 This is dealing with the form that we saw on screen a little earlier.
12:15:41 15
16 "Mr. Ahern has signed it in your presence?
17 A: Yeah.
18 Q: And who has dated it?
19 A: I have.
12:15:47 20 Q: You have dated it?
21 A: Uh-huh um.
22 Q: All right. Does this appear to be another piece of business that is done
23 on that particular day with Mr. Ahern?
24 A: Yeah, it would seem so but that's news now to me. I had forgotten all
12:15:59 25 about that.
26 Q: Are you serious, Mr. Murphy?
27 A: Yeah, yeah, absolutely, yeah.
28 Q: Yes.
29 A: That's the first time that I've seen that.
12:16:09 30 Q: Now, Mr. Murphy, we contend that the first time we saw this was a few hours

12:16:14 1 ago?
2 A: Yeah.
3 Q: But Mr. Kiernan -- that's the bank's solicitor -- believes that it was part
4 of the discovery.
12:16:20 5 A: All right. I'm only after seeing it now.
6 Q: So up to this moment you had completely forgotten about the completion of
7 this form is that right?
8 A: Yeah, yeah.
9 Q: This does constitute another business doesn't it?
12:16:33 10 A: It would appear so.
11 Q: What business does it constitute, Mr. Murphy?
12 A: It would appear that a Special Savings Account was either going to be
13 opened that day or opened in the future." Next page, question
14 "Q: Yes or no sorry what were you going to say?
12:16:52 15 A: Or the date is wrong, one or the other.
16 Q: Well we'll have a look at the date.
17 A: Yes, it looks like the 23rd there, yeah, yeah.
18 Q: Are you looking at the screen?
19 A: I am, yeah.
12:17:03 20 Q: And have you got a hard copy in front of you?
21 A: No, no.
22 Q: I'm sorry. Thank you Mr. Kavanagh. I want to ask you just while we're
23 dealing with it Mr. Murphy if you just concentrate for one second on the 20th.
24 A: Yeah, yeah.
12:17:16 25 Q: I mean that date is clearly the 23rd of December 1993, is that right?
26 A: It certainly looks like it, yeah.
27 Q: Is there a date under the 23rd?
28 A: There could very easily be, yeah.
29 Q: Are you saying that there is?
12:17:29 30 A: I don't know but it just looks like a different. It looks like a heavier

12:17:34 1 whatever you want to call it, print.

2 Q: Which does?

3 A: The "23".

4 Q: The "23" looks heavier.

12:17:41 5 A: Yeah.

6 Q: Now, did you write the "23"?

7 A: Yeah.

8 Q: Did you write the "12"?

9 A: I did.

12:17:48 10 Q: Did you write the "93"?

11 A: That's definitely my writing, all right.

12 Q: Are you sure that the "12" and the "93" are your writing, if the "23" is

13 your writing?

14 A: I'm nearly 100 per cent sure.

12:18:02 15 Q: Do they not appear to be different?

16 A: Maybe they are, I'm not a handwriting expert. So I don't know but it looks

17 like mine."

18

19 And then we go back to the 23rd and we don't have to deal with that.

12:18:25 20

21 If we go down now to question 375 "That on the afternoon of this meeting with

22 Mr. Ahern and giving the loan for 19,000 pounds that you had another dealing

23 with him which involved opening a Special Savings Account.

24 A: I had, yeah. I didn't remember that one. In fact I don't remember that

12:18:34 25 form at all.

26 Q: Yes.

27 A: But yes, it would have been what's the word, to fulfil the requirements of

28 opening a Special Savings Account that you would have to have that form.

29 Q: All right.

12:18:46 30 A: Because it wouldn't be opened unless the form was.

12:18:49 1 Q: It's a Revenue, statutory revenue requirement, isn't that right?
2 A: Yeah and as a result certainly in our branch we had procedures in place to
3 make sure that the forms were there because you couldn't open it without that
4 form.

12:19:00 5 Q: If you, Mr. Murphy, as assistant manager, were opening a Special Savings
6 Account for anybody there would always be this declaration.
7 A: Yes.
8 Q: Is that what's it's called?
9 A: It is yeah, an SSA declaration.

12:19:14 10 Q: Yes.
11 A: Now, the only thing that I can think of is that unless this form was signed
12 and was not dated and was dated afterwards.
13 Q: Yes.
14 A: Because that's news, but when I see it there that's the first time I've
15 seen it.

12:19:28 16 Q: I don't follow you.
17 A: It might have been dated afterwards.
18 Q: You mean the number that's it might have been dated on earlier date and
19 then on the 23rd, if you filled in the 23rd

12:19:41 20 A: Not necessarily. Like it might have been. It might have been opened on
21 the say the 29th or the 30th and the 23rd put in. I can't genuinely remember,
22 that's the first time I've seen it
23 Q: I beg your pardon, Mr. Murphy.
24 A: I'm trying to help you.

12:19:58 25 Q: No, I'd like you to repeat your assistance here. What have you just said?
26 A: That if it was, if it was filled out, the date might have been put in
27 afterwards.
28 Q: It might have been filled out on the 29th or 30th?
29 A: I didn't --

12:20:12 30 Q: It might have been dated the 23rd --

12:20:16 1 JUDGE FAHERTY: I think Mr. Murphy said it might have been opened on the 29th
2 or the 23rd Mr. Murphy.
3 A: Yeah, if it was.
4

12:20:25 5 JUDGE FAHERTY: Just maybe we should clarify what the "it" to which Mr.
6 Murphy refers to it, what is the it that you said?
7 A: The "it" being the SSA account when that was opened.
8 Q: The 30th?
9 A: The 30th. Right. Uh-huh

12:20:38 10 Q: Sorry. I'm not making any sense of what you are saying, Mr. Murphy, that
11 if it could have been opened on the 30th and this declaration being back-dated
12 to the 23rd. Why would that happen?
13 A: I don't know. Like this is the first time I've seen this.
14 Q: Well it isn't, because you wrote it.

12:20:55 15 A: No but I didn't remember it.
16

17 JUDGE FAHERTY: Mr. Murphy, a moment ago you said you couldn't open the SSA
18 account unless you had the form?
19 A: Yes.

12:21:05 20 Q: I understood you to say that?
21 A: Yes, you have to have the form, yeah, yeah.
22 Q: So the form completed, is that correct?
23 A: Yes. The form completed absolutely.
24 Q: Would have to be in place before the account --

12:21:17 25 A: Yes.
26 Q: -- opened.
27 A: or done on the same day.
28 Q: Yes. It could have been done the same day in five minutes, I've no problem
29 about that but as a prerequisite for you to, if you like put the SSA up and
12:21:31 30 running.

12:21:31 1 A: Yes.

2 Q: The form had to be completed, is that it?

3 A: Absolutely.

4 Q: I understand, thank you.

12:21:38 5 Would you definitely have written the dates that's underneath would you have
6 written the entire date or whatever there is on the date?

7 A: I've written everything except the signature.

8 Q: All right. There couldn't be any sense, Mr. Murphy, to the transaction in
9 relation to the opening of a Special Savings Account taking place on the 30th
10 and back dating the declaration to the 23rd sure there couldn't?

11 A: I don't know the answer to that. There wouldn't be normally. Why would I
12 put the 30th down?

13 Q: I mean, if you're dealing with somebody on the 30th?

14 A: You would put the 30th down, yeah, yeah.

12:22:12 15 Q: And there is no reason good, bad or indifferent for putting an earlier date
16 down?

17 A: No, no, no, no. There's not no, no, no.

18 Q: All right now, Mr. Murphy, I'd like you to think back now to the
19 conversation that took place between you and Mr. Ahern in relation to this
20 Special Savings Account on the afternoon of the 23rd of December 1993.

21 A: Yeah. Like, I genuinely don't remember. Like, sitting here now I thought
22 that the only business I had done was to drawdown the loan. Maybe I did
23 discuss stuff with him, I can't remember that.

24 Q: You can't not remember this, Mr. Murphy.

12:22:46 25 A: Don't remember this form.

26 Q: You can't not remember.

27 A: Listen, I would have filled out about 200 of these.

28 Q: No. But you remember how many?

29 A: I would have done about 200, 300 maybe 400 of these forms.

12:23:03 30 Q: You can't have.

12:23:05 1 A: We were selling. This is the thing we were doing. We were selling these.
2 This was my main -- at the time this was the business. SSAs were huge.
3 Q: And you are now selling it to the biggest person in the country.
4 A: Right.

12:23:18 5 Q: So with that clear recollection that you have given us.
6 A: Yeah.
7 Q: About the information about the loan with Mr. Burns and you with Mr. Ahern
8 then secondly.
9 A: Yeah.

12:23:29 10 Q: You can't not remember discussing a Special Savings Account with him on
11 that afternoon.
12 A: I don't remember discussing it with him that afternoon, no, I don't.
13 Sorry now but I don't.
14 Q: To date -- to date you've told the Tribunal that on the 30th of December
12:23:46 15 you, Mr. Ahern came in and you opened a Special Savings Account with him.
16 A: That's right.
17 Q: And you put into it 22,500 pounds, isn't that right?
18 A: Yes.
19 Q: All right. The number on this document number given is the number of the
12:24:05 20 Special Savings Account that we will be coming to.
21 A: Okay.
22 Q: That is opened by date, the 30th of December.
23 A: Well that's good.
24 Q: Can the Tribunal take it, Mr. Murphy, that the transaction that so far we
12:24:18 25 understood to have taken place on the 30th, in fact took place on the afternoon
26 of the 23rd of December?
27 A: Well if the lodgement was only made on the 30th, then the funds were only
28 received on the 30th and the account could only be opened on the 30th but maybe
29 it was discussed on the 23rd.
12:24:36 30 Q: But you'd hardly ask Mr. Ahern to sign. You'd hardly fill out ask

12:24:41 1 Mr. Ahern to sign and you date a document the 23rd?
2 A: I could have done that, yeah.
3 Q: Yes.
4 A: Very easily could have done that.
12:24:50 5 Q: Can you remember now what discussion you had with Mr. Ahern?
6 A: I genuinely don't remember.
7 Q: Mr. Ahern in order for you, you, Mr. Murphy, this must mean that on the
8 afternoon you were advising Mr. Ahern to put money into a Special Savings
9 Account, isn't that right?
12:25:06 10 A: It could easily have been.
11 Q: What else could it have been?
12 A: No that's it. It looked that I did discuss special savings with him.
13 Q: All right. So Mr. Ahern having asked for a loan of 19,000 which you were
14 rubber stamping effectively.
12:25:24 15 A: Yeah.
16 Q: Because you were giving it to him. You were giving him a loan of 19,000.
17 Was also telling you that he had money and you were advising him to put that
18 into a Special Savings Account, isn't that right?
19 A: It would appear from that, yeah, but I genuinely don't remember that. Q:
12:25:42 20 You genuinely don't remember that?
21 A: But in the scenario that you were painting that would look to be plausible.
22 Q: It isn't just that Mr. Murphy. It can't be any other explanation isn't
23 that right?
24 A: I can't think of anything else, any other one.
12:25:58 25 Q: And so the Minister for Finance is sitting opposite you for I don't know
26 how many minutes that particular afternoon and you've had all of the chat you
27 have about the loan which he gets without security and he has no house. And
28 there is seconds. There is a second aspect to the discussion because clearly
29 Mr. Ahern is saying I have money.
12:26:17 30 A: Right.

12:26:18 1 Q: Isn't that right?

2 A: It would appear so, yeah, yeah.

3 Q: Did he tell you then. Sorry. Did he tell you he had 50,000 pounds savings

4 then?

12:26:28 5 A: I can't remember that. Genuinely saying to you, I just don't remember

6 that.

7 Q: You have told me that he didn't say it to you.

8 A: I don't remember him saying it to me.

9 Q: He didn't say it to you?

12:26:41 10 A: No.

11 Q: All right. But you accept that he must have been telling you that he had

12 money?

13 A: There must have been some discussion that took place.

14 Q: All right.

12:26:51 15 A: Again, I am only seeing this for the first time and it would, on the law of

16 averages, you would see from the date and filling it out and so, yeah, some

17 discussion must have taken place about savings.

18 Q: And how much did he say that he had?

19 A: I don't remember that.

12:27:18 20 Q: Would it have been enough to cover the 19,000 pounds?

21 A: I genuinely don't remember now, I'm serious.

22 Q: Do you remember if it was 1,000; 5,000 or 10,000?

23 A: I don't remember."

24

12:27:24 25 So that is a summary of the evidence which he gave to that point.

26 Would you agree with me, Mr. Ahern, that it would appear from an analysis of

27 all of the exchanges that have taken place which we looked at today, that it

28 wasn't until such time as the SSA form was produced on the 21st of November,

29 that people started to reflect on what the consequences of the existence of

12:28:06 30 that form were for the earlier information that had been provided to the

- 12:28:11 1 Tribunal?
- 2 A. Well the information that I had provided to the Tribunal as we saw earlier this
3 morning, was that at a Christmas meeting which was on the 23rd of December,
4 that I told Mr. Burns and Mr. Murphy that I had savings.
- 12:28:28 5 Q. 89 Yes. I was asking you specifically in relation to the involvement or your
6 knowledge or involvement of there being discussions about SSA accounts and the
7 evidence you gave evidence that it was your recollection that the SSA had been
8 discussed at that meeting in the context of investing your savings?
- 9 A. No, I don't have any recollection of mentioning SSA but I do have recollection,
12:28:56 10 very clearly, of mentioning that I had savings and that I would lodge those
11 savings.
- 12 Q. 90 The document in question, Mr. Ahern, as I mentioned to you yesterday, was one
13 which was dated on the 14th of December, and we know that the subsequent
14 payments which were made to you which you say represent the goodwill loans from
12:29:25 15 your friends, are funds which were raised in and around that time, isn't that
16 right?
- 17 A. Yes.
- 18 Q. 91 You believe as far as I know that all of the cash element of these funds was
19 raised prior to Christmas?
- 12:29:40 20 A. That's as I understand it.
- 21 Q. 92 Yes. And so to that extent those monies could have been available. I'm not
22 suggesting that you at this point in time lodged those monies. But those
23 monies could have been available to you by -- on the 23rd of December, isn't
24 that right?
- 12:30:01 25 A. No.
- 26 Q. 93 Sorry. I am putting to you a proposition that if the monies were gathered
27 before the 23rd --
- 28 A. Yes.
- 29 Q. 94 -- that it would follow that those monies could have been available to you by
12:30:14 30 the 23rd. Do you understand what I'm putting to you? The possibility that

- 12:30:19 1 they were the monies were available to you. I'm not saying in my question to
2 you that they were made available to you. I'm merely addressing the question
3 as to whether or not they were, the possibility existed that they were
4 available?
- 12:30:34 5 A. Well, if I can answer. They could have been available to me if they were given
6 to me but they weren't so therefore they weren't available.
- 7 Q. 95 I'm certainly happy with that answer.
- 8 A. Thank you.
- 9 Q. 96 In addition, the non-cash element amounts of the payment represented two
12:30:50 10 documents which were dated documents, both dated on the 22nd of December, isn't
11 that right?
- 12 A. That's correct.
- 13 Q. 97 And again, you may agree with me with the same answer that you gave in respect
14 of the cash, that those documents could also have been available to you prior
12:31:09 15 to the 23rd, given that they're dated the 22nd, isn't that so?
- 16 A. That's if I had have met Gerry Brennan, which I didn't do.
- 17 Q. 98 Exactly. So that as regards the period the 14th to the 23rd, it is
18 acknowledged that within that period, the entire of the monies which were to
19 represent the 22,500 pounds which you say was to be given to you on the 27th of
12:31:46 20 December, of that year were extant. They were available in the hands of the
21 donor, you say the donor did not pass them on until later, isn't that right?
- 22 A. Exactly.
- 23 Q. 99 Yes.
- 24 A. Well the earliest he could have had had them on the was on the 22nd because
12:32:02 25 they're dated the 22nd.
- 26 Q. 100 Exactly. I'm dating this by reference to the date --
- 27 A. So you are saying that if I had met him on the night of the 22nd I could have
28 them on the night of the 23rd. The sun could crash into the moon but, I mean,
29 it didn't happen.
- 12:32:16 30 Q. 101 I'm not asking you about celestial matters at the moment?

12:32:20 1 A. But it's as likely. It's as likely. I'm not try be to go to be smart I hope
2 you're not. But I think the point is, the point is if I didn't meet the person
3 who had the money to give me the money, therefore I couldn't have the money
4 because it would be hard for me to get the money if I didn't meet the person
12:32:48 5 who had it.

6 Q. 102 We will look now, Mr. Ahern, insofar as there is a paper trail in condition
7 connection with these documents to the paperwork that was generated in and
8 around that time. If we could look firstly to page 18904, please. If we turn
9 that document, please.

12:33:02 10
11 This is a document which has been briefed to you, Mr. Ahern, and you are
12 probably familiar with it. It is the bogus invoice which was generated on the
13 14th of December of 1993, in which the company Euro Workforce made a claim
14 against NCB Stockbrokers on foot of that invoice for 5,000 pounds and the VAT
12:33:26 15 appropriate to that amount, isn't that right?

16 A. As I understand it, yes.

17 Q. 103 Yes. The next document I'd like you to look at on screen, please, is page
18 24765. This is a document which is a Euro Workforce document, that's the
19 company we last saw. And on the first page it is indicating that certain
12:33:56 20 transactions were factored through the Bank of Ireland commercial finance
21 arrangement, which Euro Workforce had with Bank of Ireland commercial finance.

22
23 And if we look to the next page, please. Sorry. It's ... if we could enlarge
24 that. Now, that transaction that is shown there, Mr. Ahern, represents the
12:34:43 25 factoring of an invoice dated the 14th of December 1993, the factoring is
26 taking place on the 15th of December 1993. The invoice number on the very left
27 hand corner there is rather indistinct but it's 2789. And that is the invoice
28 that we last saw on screen. So that the invoice which was generated on the
29 14th of December, in the name of Euro Workforce, goes through the bank on the
12:35:25 30 15th, and it is effected as a credit note if we move across from left to right,

12:35:35 1 a credit note "CF" note and moving across again it shows the net amount. Then
2 the VAT amount and the total amount. So that a credit note with reference
3 Trent is generated on that day with a value of 4,029.45 pounds.
4

12:36:11 5 Now, the next document I would ask to you look at is a document at page 24741.
6 If you could enlarge that, please. That's a letter from Bank of Ireland which
7 is dealing with a Roevin acquisition of a draft. Now, and that says that a
8 term deposit account bearing that number in the name of Roevin Ireland Limited
9 displayed a debit in the sum of 5,000 pounds on the 22nd of December of 1993.

12:37:06 10
11 And the next document I would ask you to look at is at page 24742. This shows
12 the withdrawal of the 5,000 pounds from the account of that company. Now, the
13 evidence has been, Mr. Ahern, that this company, Roevin Limited, was at this
14 point, a non-trading company into which Mr. Des Richardson had the use of funds
12:37:45 15 and by agreement with the English directors of the company Roevin, that Roevin
16 had been a company connected with the Workforce Group of companies.

17
18 Now, we'll see that that company, Roevin, purchased a bank draft for 5,000
19 pounds in Bank of Ireland in Montrose using the proceeds of that account and
12:38:15 20 that is at page 24679. A bank draft in favour of Des Richardson at the
21 application of Roevin on the 22nd of December 1993, in the sum of 5,000 pounds
22 is generated, giving the number of the draft as 41776.

23
24 And the final document in that document trail is the draft itself, which is at
12:38:51 25 page 24679, I do believe. No, I have a wrong reference there. Sorry. It is
26 page 24479. And if we can enlarge that somewhat.

27
28 Now, Mr. Ahern, in all of that series of documents that we have looked at, I
29 think the only one with which you have personal knowledge is the last one on
12:39:25 30 screen, isn't that right?

- 12:39:26 1 A. That's correct.
- 2 Q. 104 Right. This last document on screen is said to represent a payment which was
3 made to you as a personal donation by Mr. Padraic O'Connor as part of the
4 22,500 pounds which was given to you on the 27th of December of 1993, is that
12:39:55 5 right?
- 6 A. That's correct.
- 7 Q. 105 The origins of that particular draft have been shown on screen and you've
8 followed them, I take it, as we went through them? Have you any explanation as
9 to why it was that this draft, firstly, came to you in the form in which we see
12:40:26 10 it here? What is your explanation, insofar as you know it, that what you
11 understand to be a personal donation from Mr. Padraic O'Connor is represented
12 by the document we see on screen?
- 13 A. Well I've seen the evidence of what Padraic O'Connor says and I've seen the
14 evidence of others of what they've said. All as I know is that I got that
12:40:57 15 document or I got that draft on the basis that it was a personal donation to me
16 from Padraic O'Connor. And that until that was disputed back in 2006, or
17 whenever it was disputed, that that's what it was. Why, why if you're asking
18 me the question why it went through that process or what's my view on that.
19 Well, obviously, to go through that process would be so that it wouldn't be
12:41:30 20 clear who originated or how the process was that, who was actually giving that
21 draft went to fairly convoluted process to make sure that if wasn't known where
22 it came from.
- 23 Q. 106 I see. So that what we see on screen insofar as it represents a personal
24 payment to you totally conceals the fact that the origins of it were
12:41:54 25 Mr. O'Connor, firstly, isn't that right?
- 26 A. Correct.
- 27 Q. 107 Or that it was intended as a personal donation to you?
- 28 A. Yes.
- 29 Q. 108 Yes?
- 12:42:03 30 A. There is no evidence.

- 12:42:03 1 Q. 109 Or that you had any involvement at all in this transaction, isn't that right?
- 2 A. Correct.
- 3 Q. 110 And when we see at page 24480 the reverse of that document, it is endorsed by
- 4 Mr. Richardson but it is not endorsed in your favour?
- 12:42:27 5 A. Correct.
- 6 Q. 111 Now, that is the paper trail, if I might describe it as that, which leads to
- 7 the first of the identifiable components of which comprise the 22,500 Pounds
- 8 said to be the lodgement of the goodwill loan. We are told that 15,000 Pounds
- 9 of it is in cash and therefore can't bear a date and won't have a money trail
- 12:43:00 10 behind it unless one can identify an account from which it was withdrawn, isn't
- 11 that so?
- 12 A. Correct.
- 13 Q. 112 And in relation to the remaining document, it is a document which was a cheque
- 14 for 2,500 pounds, isn't that so?
- 12:43:20 15 A. Willdover
- 16 Q. 113 And I want to look at the document sequence that leads to that particular
- 17 cheque. If we can see, firstly, a document at page 18911. This is a document
- 18 generated by Willdover Limited. It's addressed to Sean Flemming Fianna Fail
- 19 with an address. It is for fees for Deborah Burke as per attached. And for
- 12:43:56 20 fees for Des Richardson on account. And it totals 18,744 Pounds and it's
- 21 signed by Mr. Richardson and it's given a number 58 on the bottom of it, isn't
- 22 that so?
- 23 A. Yes.
- 24 Q. 114 And if we move now to document 25274. Whilst the last document was dated the
- 12:44:29 25 15th of December, this document is dated the 22nd of December?
- 26 A. Yes.
- 27 Q. 115 And it's a cheque made payable to Willdover in the amount which is the total
- 28 sum of the previous invoice that we saw, isn't that right?
- 29 A. That's correct.
- 12:44:49 30 Q. 116 And the manuscript entries, other than signature there, could you assist us as

12:44:54 1 to whose writing that is?

2 A. The signature.

3 Q. 117 No other than signature. I mean I know the signature to be yours?

4 A. I'd say Sean Flemming.

12:45:05 5 Q. 118 Well do you know, Mr. Ahern?

6 A. No but Sean Flemming was the Party accountant at that stage and I think he

7 would have written most of the cheques. I don't know but ...

8 Q. 119 Well the account upon which this cheque is written is the Reynolds Ahern

9 account, isn't that right?

12:45:22 10 A. That's correct.

11 Q. 120 That was a Fianna Fail fundraising account for the Party which was maintained

12 at Bank of Ireland, Lower Baggot Street, in Dublin, isn't that so?

13 A. That's correct.

14 Q. 121 It's an account which we have heard which was the recipient of the fundraising

12:45:41 15 efforts of Mr. Richardson through the office of the National Treasurer based in

16 the Berkley Court Hotel, isn't that right?

17 A. That's correct.

18 Q. 122 The signatories on this account were yourself, and there may have been one

19 other, isn't that right?

12:46:00 20 A. Um ...

21 Q. 123 To your recollection?

22 A. I think there was a few.

23 Q. 124 Okay.

24 A. There was a few signatories.

12:46:05 25 Q. 125 In other words, it could have been signed by any one of them but?

26 A. Yes.

27 Q. 126 In this instance it was signed by you. There's a better copy at page 25274.

28 Somewhat more legible. Only marginal but ... In any event, I was asking,

29 Mr. Ahern, whether it's your recollection that you were the only signatory of

12:46:31 30 this particular account or whether others could have signed as well?

- 12:46:47 1 A. I think others could have signed.
- 2 Q. 127 Okay. So I am wondering obviously the date the 22nd of December 1992, which
3 is -- '93 I beg your pardon, which is entered here, which is in the same
4 writing as the Willdoover and the 18,744 pounds. Is it the case that you don't
12:47:02 5 at this remove remember this as being Mr. Flemming's writing or that?
- 6 A. I'm nearly positive it's Mr. Flemming's.
- 7 Q. 128 All right. We can move on then if that's the case. So this is a cheque which
8 would have been presented to you for signature and can I take it that it would
9 have been presented to you on the date upon which it is shown, namely, the
12:47:25 10 22nd?
- 11 A. Perhaps. Normally what happens is that the cheques come over from party
12 headquarters.
- 13 Q. 129 Yes.
- 14 A. If Sean Flemming came over when the staff came over he might sign them there
12:47:43 15 and then but as often as not, maybe that being Christmas they were being done
16 to get them through before Christmas but ...
- 17 Q. 130 Yes.
- 18 A. Often the cheque book could be over for a week before they would be signed.
- 19 Q. 131 Yes. The recipient of these funds in the main is Mr. Des Richardson, who, as
12:47:59 20 we know, is a personal friend of yours and one of the ultimate donors of the
21 funds which were to be paid to you later that month by your account some five
22 days after this event, isn't that right?
- 23 A. That's correct.
- 24 Q. 132 And do you know or do you have a recollection at this point in time of perhaps
12:48:19 25 having met with Mr. Des Richardson on that day, the 22nd, and having given him
26 this cheque?
- 27 A. No, I wouldn't give anyone any cheques. I mean, what happens is the cheques
28 invoices come in, processed in party headquarters and the cheques are sent over
29 for signing by whoever the treasurers are, whoever in the account names, they
12:48:43 30 go back to the party headquarters. Never a case that I would be giving out

12:48:48 1 cheques or any of the treasurers would be giving out cheques. That's dealt
2 with by head office staff.

3 Q. 133 Insofar as we're talking about normal procedure then would involve that cheque
4 in the main being posted out to whoever, the person had invoiced the party was,
12:49:03 5 isn't that so?

6 A. Or people calling in looking for their cheques which is normally the case with
7 Fianna Fail.

8 Q. 134 Yes. And with some expedition, in other words, this cheque finds itself
9 lodged, as we will see, to the account of the Willdover company of which
12:49:20 10 Mr. Richardson was in effect the beneficial owner?

11 A. That's the same this Christmas as it was that Christmas. People are shouting
12 for their money at Christmas.

13 Q. 135 Yes. We'll see at page 24477 a cheque which is a cheque written to cash. And
14 of the documents we've looked at so far in relation to the paper trail for this
12:49:48 15 payment to you, this is the only document with which you are familiar, isn't
16 that right?

17 A. Correct.

18 Q. 136 This document as far as you are aware, represents the individual contribution
19 being a personal contribution of Mr. Des Richardson to you in order to assist
12:50:14 20 with your legal fees as of that time, isn't that right?

21 A. That's correct.

22 Q. 137 Do you know what the explanation for the payment to you, for that personal
23 reason being made through a company cheque in the first instance from a company
24 called Willdover?

12:50:45 25 A. No, just to be clear.

26 Q. 138 Yes.

27 A. The last invoice. This was money owed by Fianna Fail to Mr. Richardson to pay
28 Deborah Burke or whatever it was and Mr. Richardson. It's his account. It's
29 his money. It's money he's earned and he's entitled to pay whatever he wants
12:51:08 30 out of it.

12:51:09 1 Q. 139 Yes. The money is paid to him on the 22nd. We saw that from the cheque that
2 we've just looked at --

3 A. Yes.

4 Q. 140 -- a little earlier, isn't that right?

12:51:21 5 A. Yeah for the invoices for his services.

6 Q. 141 Yes. I'm concerned with the date, Mr. Ahern, rather than the substance?

7 A. Sorry.

8 Q. 142 It's an invoice which we saw which was generated for the sum of 18,744 pounds.
9 The cheque to meet that liability was written on the 22nd of December. That
10 cheque was a cheque which was lodged to the account of Willdover, isn't that
11 so?

12 A. Yes, it was lodged to the account of the company that carried out the work,
13 yes.

14 Q. 143 Yes. Perhaps we'll look to page 25276, please. If we turn that, please. And
12:52:11 15 the date on that as you will see the bank date stamp on that, Mr. Ahern, is the
16 22nd of December of 1993, that is a credit document which is completed in Bank
17 of Ireland Montrose branch where the Willdover account is maintained. And
18 given that the cheque is dated the 22nd and the lodgement slip here is dated
19 the 22nd. As a matter of probability, it would appear that the cheque found
12:52:47 20 itself in the bank on the same day as it was written. And I think
21 Mr. Richardson accepts that and I think he acknowledges that perhaps it was to
22 do with payments which were overdue to him at that point in time, hence the
23 expedition with which he lodged the money.
24

12:53:06 25 Now, that particular cheque was then lodged to the Willdover account and in the
26 Bank of Ireland in Montrose, Mr. Richardson himself had an account which was a
27 chequing account in that bank. It was open to him in the event that he wished
28 to make a payment -- to make that payment to you on his personal account had he
29 chosen to do so. If we look to page 24387, please. In the bottom entry there,
12:53:54 30 please, Mr. Ahern, you will see that for the 22nd of December. On that day

- 12:54:12 1 there was a credit to Mr. Richardson's personal account of 5,000 pounds. You
2 see that?
- 3 A. I do, yes.
- 4 Q. 144 Right. On the same day as he received that credit, and that credit comes from
12:54:27 5 the proceeds of the 18,744 pounds cheque that you had written. It was open to
6 him to pay you 2,500 pounds as a personal donation either in cash or by cheque,
7 isn't that so?
- 8 A. Yes.
- 9 Q. 145 The account into which the cheque was lodged, that is the 18,744 pounds cheque
12:55:03 10 of the 22nd, is the account of Willdover Limited, which we can see at page
11 18916. Here you see that on the 22nd of December the 18,000 pounds -- 18,744
12 pounds is lodged to an account which at that point is overdrawn to the extent
13 of 8,572.22 pounds. And it is brought into credit effectively by the lodgement
14 of the cheque which was drawn on the Fianna Fail account and signed by you,
12:55:50 15 isn't that so?
- 16 A. Correct.
- 17 Q. 146 From the debits which followed after that lodgement the first of those debits
18 is for 5,000 pounds, that's 169. And that is the 5,000 pounds which goes into
19 the account of Mr. Des Richardson, that we just saw on screen a little earlier.
12:56:25 20 Now, that process which I've just described, results in the cheque at page
21 24477, cheque No. 170 being drawn and we'll see at page 18917 that that cheque
22 was presented on the 4th. Sorry, cleared on the 4th of January of 1994, as
23 cheque 170. You see that?
- 24 A. Yes.
- 12:57:09 25 Q. 147 So if we can go back now to page 24477. The sequence of documents that we have
26 just looked at, Mr. Ahern, would establish that, firstly, insofar as this is
27 intended as a personal donation to you by Mr. Des Richardson, there is nothing
28 on the face of this document to indicate that it was a personal donation or
29 that you were the intended recipient or any other information that would allow
12:57:50 30 you to conclude looking at the document that it is anything to do with the

- 12:57:56 1 goodwill loan, isn't that right?
- 2 A. No there's nothing on the cheque but there wouldn't be anything written on a
3 cheque.
- 4 Q. 148 Now, as against that there was the capacity of Mr. Richardson either as the
12:58:08 5 signatory of this cheque in the Willdover account or as the signatory on his
6 own account to write a cheque payable to Bertie Ahern, isn't that right?
- 7 A. Yes.
- 8 Q. 149 Yes.
- 9 A. He could have done that, yes.
- 12:58:23 10 Q. 150 He could have done that. And equally, if he was engaged in a gathering of
11 cash, the facility to pay 2,500 pounds cash existed by taking 2,500 pounds from
12 the 18,744 pounds which was lodged to the Willdover account and giving that to
13 either Mr. Brennan or retaining it himself until such time as he met you, isn't
14 that right? These were options, Mr. Ahern, that were open to him?
- 12:59:02 15 A. Yeah but, I mean, they're options but I mean the option -- you've just shown me
16 the option that he used and the option he used was that he had a company
17 account where he had his own money in the company account and he wrote the
18 cheque out of that account. So, I mean, that's a business person would follow
19 that option as quick as you'd follow any other option.
- 12:59:28 20 Q. 151 Can we follow it then in a chronological sequence, starting with the 15th of
21 December an invoice is generated, which results in money being sought by
22 Mr. Richardson.
23
24 On the 22nd, that request for money is translated into money by means of a
12:59:47 25 cheque signed by you from Fianna Fail for 18,744 pounds. On the same day that
26 cheque is brought to the bank in Montrose and is lodged to an account in that
27 bank and from that a cheque is then written for 2,500 pounds by Mr. Richardson
28 payable to cash and that particular cheque written on that date is subsequently
29 to be presented to you at later stage as his personal contribution, isn't that
13:00:24 30 right?

- 13:00:24 1 A. Yes, but I don't see anything wrong with that.
- 2 Q. 152 I'm not at this moment, Mr. Ahern, suggesting that there is anything wrong with
3 it. I am just outlining the paper trail which led to this transaction being
4 completed. And I want to ask you whether or not you would accept that this was
13:00:42 5 a relatively, drop the "relatively", an unusual method of giving effect to a
6 desire by one individual to make a personal donation to another individual?
7 A. I don't see that. I assumed that's what you were getting to.
- 8 Q. 153 Yes.
- 9 A. But what business people normally do is they submit invoices and what normally
13:01:07 10 do the people that carried out the service for them pay the invoice. And
11 normally when you get the payment for the invoice you put it into the company's
12 account that raised the invoice. And normally what you do if you want to write
13 money to somebody then, that you write, you can write it either to cash or to
14 the individual and that's what happened. So I don't see anything unusual about
13:01:29 15 that.
- 16 Q. 154 Well this is an entity called Willdover Limited, amongst its other functions,
17 apparently, is that it was paying your secretary Grainne Carruth. Can you tell
18 us what that's about?
19 A. Yes, Willdover carried out functions where if you wanted to get, to put
13:01:48 20 somebody through your accounts you could pay your staff through it as they paid
21 for Deborah Burke. They also paid for Grainne Carruth for a period.
- 22 Q. 155 Are you talking about your staff here, Mr. Ahern?
23 A. Grainne Carruth I think was the only one of my staff.
- 24 Q. 156 She was a member of your staff. You were paying her through Willdover?
13:02:08 25 A. For a period.
- 26 Q. 157 Irrespective of the period?
27 A. Yes, I paid her through Willdover.
- 28 Q. 158 Willdover had a relatively short effective life, isn't that right?
29 A. That's correct.
- 13:02:16 30 Q. 159 It came into being in and around February of 1993. It was used as a vehicle to

13:02:22 1 receive monies from Fianna Fail and other purposes. And it was then supplanted
2 really or replace in the a way by a company called Berraway which provided
3 something of a similar function, isn't that right?

4 A. Yes, yes.

13:02:39 5 Q. 160 Yes.

6

7 CHAIRMAN: Sorry, Mr. O'Neill, it's just gone one o'clock. So unless you want
8 to finish.

9

13:02:48 10 MR. O'NEILL: No, no, no.

11

12 CHAIRMAN: So we'll sit again at two o'clock.

13

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

13:02:58 15

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THE TRIBUNAL RESUMED AS FOLLOWS AT 2:00 P.M.:

- 13:03:02 1
2
3 CHAIRMAN: Mr. Ahern, if we, we hope to sit sometime until close to 4 o'clock
4 without a break. If you want a break, you might just indicate.
- 14:08:04 5
6 Q. 161 MR. O'NEILL: As we were finishing this morning, Mr. Ahern, I was asking you
7 what the relationship was of the payment of your secretary by the company
8 Willdover. I'm not quite sure that I understand what that relationship was.
9 We know that Ms. Carruth was working for you and you exclusively, is that
14:08:31 10 right?
- 11 A. Yes, she worked in my office.
- 12 Q. 162 Yes. She wasn't working for Willdover, which was the operation that was being
13 funded through the office of the National Treasurer in Berkley Court?
- 14 A. No.
- 14:08:45 15 Q. 163 No. Though that entity was being paid as Willdover.
- 16 A. Yes.
- 17 Q. 164 Yes.
- 18 A. Yes.
- 19 Q. 165 Can you explain to me how it is that that company was paying your secretary?
- 14:08:58 20 A. Because I didn't have a set of books for paying somebody, so what Grainne
21 Carruth for a period, until she became on the party's account, worked -- was
22 paid through Willdover so that her welfare and other issues could be handled
23 and she did that for a period.
- 24 Q. 166 Yes. She was working with you, as we understand it from her evidence until
14:09:23 25 some date in the middle of the '80s?
- 26 A. Yes. I'm not sure what date that concluded.
- 27 Q. 167 When do you say that she became somebody who was employed by the party?
- 28 A. She, well she was working for me officially but she was on the, she was on
29 the -- my office staff account. She wasn't -- at the start when she started
14:09:44 30 she did some voluntary work for me. And then when she was working for me she

- 14:09:49 1 wasn't on the payroll account of Leinster House. So for a period, so that she
2 could have her insurance stamp she was on the Willdover account, then she
3 became a part of the full-time staff of Leinster House.
- 4 Q. 168 I see. But for the years when Willdover was in operation we see from its
14:10:06 5 accounts that that's the company that was paying her wages?
- 6 A. Yes, for a period. I can't remember what period. I can get you details of
7 what happened. But it was only for a period and then she became an official
8 member of the party, of the Leinster House account.
- 9 Q. 169 I see. Does it follow from that that Willdover was an entity that to some
14:10:24 10 extent could be used for purposes to serve you?
- 11 A. No.
- 12 Q. 170 To serve your requirement in this instance, a requirement that a member of your
13 staff would have their insurance stamps paid up?
- 14 A. It wasn't an account that I had. I wanted to facilitate Grainne Carruth to
14:10:43 15 work for me. I had no control over Willdover. That was to facilitate me.
- 16 Q. 171 But you had the power to cause that company to pay the wages of an employee of
17 yours, not of Willdover's, in order to serve a requirement of yours that the
18 staff member have her insurance stamp paid?
- 19 A. That was Des Richardson helping me.
- 14:11:05 20 Q. 172 I see. That is Des Richardson outlining circumstances in which a company with
21 which he was connected could facilitate you in a requirement of yours?
- 22 A. Yes.
- 23 Q. 173 Right.
- 24 A. He was assisting me. No more than that.
- 14:11:20 25 Q. 174 Did any similar consideration arise in the circumstances where that company
26 came to pay you 2,500 pounds by cheque of the 22nd of December of 1993?
- 27 A. No.
- 28 Q. 175 Is that facilitation by Mr. Richardson of a request or requirement of yours
29 which would be channelled through the Willdover account?
- 14:11:42 30 A. No, definitely not. That was Des Richardson paying me out of his account from

14:11:46 1 his own income, 2,500 pounds of a contribution to me.

2 Q. 176 I see.

3 A. Donation to me.

4 Q. 177 Could we see on screen, please, document 24595? This document Mr. Ahern is the

14:12:04 5 cheque journal of the company Willdoover Limited. And if we look to the bottom

6 part of that for the 22nd of December, and further down, please, last column.

7

8 The underlined well not quite the underlined. The underlined items is a

9 cancelled cheque. But immediately above that you will see the cheque No.170

14:12:36 10 which is the cheque which found itself in your account. It's for two and a

11 half. 2,500 pounds. And if we move now to the left you'll see that is

12 accounted for in the cheque journal as being "Kilmainham function". Can you

13 assist the Tribunal in any way as to why it is that the payment which was being

14 made to you as a personal donation by Mr. Richardson should find itself so

14:13:09 15 accounted for in the cheque journal of that company?

16 A. No, I can't.

17 Q. 178 You can't. I see. Mr. Ahern, these two documents that reflect the payments of

18 monies by persons who were said to be friends of yours and represent a goodwill

19 loan were amounts generated in late December of 1993, for you and they have the

14:13:44 20 paper trail that we've examined this morning, isn't that right?

21 A. That's correct.

22 Q. 179 And obviously once the Tribunal embarked upon the inquiry which it did and

23 which it kept you abreast of at all times. It was looking for details from you

24 as a matter of priority for this payment and a limited number of others, isn't

14:14:06 25 that right?

26 A. That's correct.

27 Q. 180 It was one I think which was focused upon independently by you prior to the

28 Tribunal making a specific request for it back in January of 2004, when

29 Mr. McNamara was conducting an exercise which I think had been initiated on

14:14:28 30 your behalf and through Sandra Cullagh who was working for you at the time,

- 14:14:33 1 isn't that right?
- 2 A. Yes, I had gone through the accounts and I had a list which I was querying with
- 3 the bank.
- 4 Q. 181 Yes. And in the course of that it was evident that you would be directing your
- 14:14:43 5 mind to the circumstances in which this money came to be gathered insofar as it
- 6 could. It was an identified single, sizeable lodgement to your accounts, isn't
- 7 that so?
- 8 A. It was.
- 9 Q. 182 And it was memorable for its reasons that we know that you've only had two, in
- 14:15:04 10 Ireland, sizeable dig outs from friends, isn't that right?
- 11 A. That's correct.
- 12 Q. 183 And that was something that you hadn't forgotten then and you had remembered
- 13 since, isn't that right?
- 14 A. That's correct.
- 14:15:15 15 Q. 184 All right. And when it came to being asked to account for these particular
- 16 items and in particular to provide a narrative statement of the circumstances
- 17 in which this money came to be raised, that was provided to the Tribunal in the
- 18 first instance by Mr. Peelo's report, isn't that right?
- 19 A. That's correct.
- 14:15:36 20 Q. 185 And whereas that report dealt with this specific 22,500 pounds and in
- 21 particular the cash element of it, it didn't contain any detail as to how it
- 22 was that the actual presentation of the monies to you took place, isn't that
- 23 right? The date, in other words, upon which the presentation of these monies
- 24 was made to you is not contained in the account that was given, isn't that
- 14:16:11 25 right?
- 26 A. I'll accept that if you say so.
- 27 Q. 186 Yes.
- 28 A. I can't remember.
- 29 Q. 187 I think it was a precise perhaps an accountant's view of the matter rather than
- 14:16:16 30 a narrative statement setting out your personal knowledge --

- 14:16:19 1 A. Yes.
- 2 Q. 188 -- of how it took place. And therefore, in the absence of that one has to rely
3 upon questions to you about how this exchange took place and to rely upon
4 utterances that you've made in connection with it elsewhere. And I think that
14:16:35 5 the opportunity of making a public statement in relation to this transaction
6 first arose in circumstances where the Irish Times had published an article on
7 the 21st of September of 2006, in which it indicated that inquiries were being
8 made of friends of yours concerning payments that may have been made to you in
9 '93/'94, isn't that right?
- 14:17:00 10 A. That's correct.
- 11 Q. 189 And following upon that you exercised your decision to go public, if I could
12 call it on that, and you provided a detailed interview to RTE through Mr. Brian
13 Dobson reporter, isn't that right?
- 14 A. That's correct.
- 14:17:23 15 Q. 190 And in that interview of course you had free range as to what you could say
16 about the items, subject only to not breaching the confidence of your dealings
17 with the Tribunal itself, isn't that right? And you took that opportunity and
18 in the course of it you dealt with a number of issues and you set out your
19 position. And I take it in advance of so doing, you satisfied yourself that as
14:17:52 20 of that date this was as accurate a recollection and recall of events as was
21 open to you to make at that time, isn't that right?
- 22 A. To the best of my ability.
- 23 Q. 191 Yes. Now, in connection with the 22,500 pounds payment, I think for the first
24 time we learn in that statement when it was that that particular payment was
14:18:16 25 made to you, isn't that so?
- 26 A. Yes.
- 27 Q. 192 I will refresh --
- 28 A. Yes.
- 29 Q. 193 -- your memory with it in a moment.
- 14:18:23 30 A. Yes, Mr. O'Neill.

- 14:18:24 1 Q. 194 But dealing with it in the context that has been given over the past two days
2 where you, I think it would be fair to say are absolutely certain that the
3 handover took place on the 27th of December of 1993, isn't that so?
- 4 A. Yes.
- 14:18:43 5 Q. 195 And that is on the basis I think of A, having a positive memory of it.
6 Secondly, having in aid the fact that every year for some 30 years almost prior
7 to this, you conducted a function at St. Luke's which followed upon the
8 Leopardstown Races and this year was no different by this I mean the year 1993,
9 isn't that right?
- 14:19:09 10 A. That's correct.
- 11 Q. 196 And so whatever about there being any doubt about amounts or matters of that
12 nature, one thing is certain, as far as you're concerned and always has been,
13 and that is that this took place on the 27th, isn't that right?
- 14 A. Yeah.
- 14:19:30 15 Q. 197 If we could see on screen, page please 24682, which is a transcript of the
16 interview process on RTE on on the 26th of September, and if we look to the
17 centre column there in the very, towards the very end, please. And just ahead
18 of the last question that is asked there. You are dealing with this particular
19 lodgement and in the centre column it reads as follows:
- 14:20:05 20
21 "So unknown to me, he went to personal friends of mine, Paddy Reilly, Des
22 Richardson, Padraic O'Connor, Jim Nugent, Dave McKenna, Fintan Gunne who is
23 deceased, Mick Collins, Charlie Chawke all personal friends of mine and they
24 gave me 22,500 pounds either Christmas Eve or Stephen Day in 1993".
- 14:20:35 25
26 Can you indicate to the Tribunal why it is that in giving that account at that
27 time, you did not indicate that the handover or the giving of this money took
28 place on the 27th of December at St. Luke's following the Leopardstown Races?
- 29 A. I don't think I gave all the details, I mean, I said I got it either Christmas
14:21:00 30 Eve or Stephen's day. I didn't mention Leopardstown Races. I didn't get a

14:21:05 1 chance in the RTE programme to mention everything. The only reason that I'd
2 say Christmas Eve was even in my mind, the two times in the year that I meet
3 people I'm friendly with some back from schools, some back from college, some
4 back from the first time I worked. I meet some of them on Christmas Eve and I
14:21:24 5 meet the others on Stephen's Day and in fact the same people I probably meet
6 Christmas Eve I meet on Stephen's Day. But the individuals that I mention
7 there had are I meet Stephen's Day.

8 Q. 198 The interview was not being conducted on any specific question and answer basis
9 where the interviewer was aware of the details of each of these transactions
14:21:54 10 and could I suggest to you that in offering this date or dates as the possible
11 dates of the donation, this is something which came from you. It wasn't
12 prompted in any way by Mr. Dobson, he wasn't an attendee at the function at
13 which you'd had the money handed to you. It was exclusively a matter for you
14 to determine when it was that this took place. And I'm asking you, Mr. Ahern,
14:22:20 15 how it is that in the light of the fact that you are positive now that this
16 took place on the 27th, that you could have even considered that it might have
17 happened on one or other of two days, firstly?

18 A. Well, you know, Christmas Eve night and Stephen's day aren't too far apart.
19 That's the first thing. But it was Stephen's day after Leopardstown because I
14:22:44 20 would not, I would never meet Gerry Brennan or Des Richardson on Christmas Eve.
21 I'd meet them Stephen's Day.

22 Q. 199 Which is the 26th?

23 A. 27th -- 26th.

24 Q. 200 26th, yes it is.

14:22:57 25 A. Yes, sorry.

26 Q. 201 It's not the 27th.

27 A. No it's ...

28 Q. 202 And there has to be, I suggest to you, Mr. Ahern, some explanation for the fact
29 that you were unable to give the correct date as you now say it is the 27th as
14:23:12 30 being the date of this transaction, when first making a public statement in

- 14:23:16 1 relation to it, do you know why that is?
- 2 A. Yeah well Stephen's day I always consider Leopardstown, Stephen's day but I go
3 on the 27th. Hunt on the 26th, go on the 27th. I associate that group I meet
4 on the day after St. Stephen's day, on the 27th.
- 14:23:38 5 Q. 203 The circumstances, Mr. Ahern, in which this money came to be assembled for you
6 have been covered to a limited extent, both in the announcement that you made
7 in the -- sorry, the RTE interview that you had. The information that was
8 provided to the Tribunal through Mr. Peelo and the interview which was
9 conducted with you on the 5th of April, isn't that right?
- 14:24:07 10 A. That's correct.
- 11 Q. 204 Insofar as you can and synopsising it, would it be fair to say that this was a
12 contribution which came about as a result of a germ of an idea amongst your
13 friends and not you, isn't that right?
- 14 A. Totally.
- 14:24:28 15 Q. 205 Yeah. This is as far as you are concerned an entirely unsolicited contribution
16 to you but further than that, this particular contribution was one of which you
17 had no prior knowledge before it was made, isn't that right?
- 18 A. The only knowledge I had was that on the ... maybe a month or maybe two months
19 beforehand it was mentioned to me that some of my colleagues were going to have
20 a fundraising function.
- 14:24:55 21 Q. 206 Yes.
- 22 A. And that was the only reference but there was no reference at that stage to
23 there actually being a collection to give me a dig out loan.
- 24 Q. 207 The function I think that you are referring to was a suggestion that some 25 or
14:25:15 25 so of your friends would be called upon to attend a function at which they
26 would pay 1,000 pounds a head and that money would be used to meet your legal
27 expenses, is that right?
- 28 A. That's correct.
- 29 Q. 208 And is it the case that this particular proposition was one that as far as you
14:25:38 30 know, emanated with either or both Gerry Brennan, your then solicitor, and

14:25:46 1 Mr. Richardson or Gerry Brennan exclusively or Des Richardson exclusively?

2 A. I think, I think it was Gerry Brennan and Des Richardson. They may have

3 discussed it loosely with some others but they certainly were the two.

4 Q. 209 Okay. And who communicated this to you and in what circumstances was it

14:26:05 5 discussed? I appreciate you say it was approximately a month or so before the

6 time we're speaking of now, isn't that right?

7 A. Yes. Gerry Brennan mentioned to me that they were thinking of having a

8 function at Christmas time which would, they would ask the usual suspects along

9 and he put that to me.

14:26:30 10 Q. 210 Right. This obviously was something that didn't meet with your approval, isn't

11 that right?

12 A. Totally.

13 Q. 211 You rejected it on a number of grounds and you might just outline to us what

14 they were?

14:26:42 15 A. Well I didn't want to, I didn't want to have a fundraiser for me in the first

16 place.

17 Q. 212 Yes.

18 A. And secondly, I didn't want to be asking my friends to make a contribution

19 coming up to Christmas. And thirdly, I knew that the people that they would

14:26:58 20 ask would be people who would all be going to Fianna Fail fundraisers over

21 Christmas. They would be going to the president's do, they would be going to

22 our own function in Kilmainham or they would be going to other functions and I

23 didn't want them asked.

24 Q. 213 Were you concerned at all about the proposal that the cost of it would be 1,000

14:27:19 25 pounds a head, which I suggest in today's terms would be about 2,500 Euro or

26 more, was that a concern to you that individual friends of yours would have a

27 demand made of them in that amount?

28 A. The whole idea I was against.

29 Q. 214 Okay. Just by way of comparison with other fundraising activities that you

14:27:36 30 were conducting at the time or you're aware of being conducted at the time.

- 14:27:41 1 The Kilmainham dinner that we've just referred to a little earlier is the
2 Kilmainham function was one in which contributors would get a table at 1,000
3 pounds a head, isn't that right?
- 4 A. Sorry.
- 14:27:53 5 Q. 215 Sorry a 1,000 pounds a table?
- 6 A. The house committee used to run that and it was 1,000 pounds for eight.
- 7 Q. 216 Yes. So this was a non-runner from start it finish, isn't that right?
- 8 A. Yes.
- 9 Q. 217 And in rejecting it you did so in terms where you didn't leave the thing open
14:28:13 10 that they would come back to you with another proposal as to how they were
11 going to find money for you, isn't that right?
- 12 A. Correct.
- 13 Q. 218 Right. Mr. Brennan, now deceased, was your solicitor acting in what was of
14 course a very sensitive family matter for you, your legal separation
14:28:34 15 proceedings which were then current and which may indeed have been on the brink
16 of being concluded at that point in time, is that right?
- 17 A. Yes, I think they were near to conclusion at that time.
- 18 Q. 219 And in that capacity he would have knowledge of what your exposure to legal
19 costs would be, isn't that right?
- 14:28:51 20 A. Yeah, as well as being my solicitor, he was my solicitor, he was my
21 professional solicitor but he had been very close friend of mine for ... for
22 years back.
- 23 Q. 220 Yes. Did he ever indicate to you that what he intended to do was to disclose
24 to persons other than yourself, the fact that you are engaged in litigation,
14:29:16 25 the fact that you could well end up with a legal bill in respect of it and the
26 fact that he estimated that that would be a substantial figure. Did he ever
27 indicate to you that he intended to communicate that information to others?
- 28 A. He didn't, no, but in the first part of your question the fact that I was
29 involved in the High Court and Family Law Courts.
- 14:29:44 30 Q. 221 Uh-huh.

- 14:29:45 1 A. Or that it was a legal case that was going on, that was well known.
- 2 Q. 222 Uh-huh. We know that legal proceedings of their nature involving matrimonial
3 separations are matters which are conducted in camera and aren't reported in
4 any shape or form. Is it correct to say that neither the opposition, the media
14:30:09 5 nor your constituents were writing about your matrimonial proceedings at that
6 time?
- 7 A. Writing about the matrimonial proceedings but it was well known that I was
8 engaged in it. I think the first day I walked through the family law courts --
- 9 Q. 223 Yes.
- 14:30:31 10 A. -- by the time I got to the fourth floor a guard on duty was able to say he
11 knew I was coming so ...
- 12 Q. 224 Uh-huh. As regards --
- 13 A. Before I got back to the Department of Finance everybody in the Department of
14 Finance knew where I was even though they weren't meant to, so hard to keep
14:30:51 15 secret as I'm sure you understand.
- 16 Q. 225 Sure. As regards the relationship of your solicitor and yourself. You'd
17 accept that that is, was not only a personal relationship but also a
18 professional relationship?
- 19 A. With my solicitor?
- 14:31:06 20 Q. 226 With your solicitor.
- 21 A. Yes, yes.
- 22 Q. 227 And could I suggest to you that for your solicitor to disclose the personal
23 details of your litigation or any aspect of it to a third party without your
24 permission and without your notice to you, would amount to a serious breach of
14:31:23 25 his professional obligations, would you accept that?
- 26 A. Well everybody knew that I was involved in litigation. There was no, there was
27 no secret. It was commonly known that I was involved in it for a long time.
- 28 Q. 228 Well that isn't the answer, Mr. Ahern, to the question which I asked. And that
29 was whether or not you will appreciate.
- 14:31:42 30

14:31:42 1 MR. MAGUIRE: Chairman, I wonder will Mr. O'Neill consider the implication of
2 his question. He is dealing with somebody who is dead and who is this man's
3 representative. He is suggesting that he divulged information with his client
4 in relation -- I really think that he should really consider the implication of
14:31:56 5 that before he asks the question.

6

7

MR. O'NEILL: The question --

8

9

14:32:02 10 MR. MAGUIRE: The person against whom it is suggested is not able to deal with
it. And he knows that!

11

12 MR. O'NEILL: Mr. Brennan deceased has been brought in to the remit or view

13 the Tribunal as a result of being identified by Mr. Ahern and his legal

14 representatives as a person who is instrumental in raising funds to meet a

14:32:27 15 liability in respect of legal costs. Those legal costs incurred in marital

16 separation proceedings in which he was professionally engaged. It is perfectly

17 legitimate --

18

19 MR. MAGUIRE: The implication of the question --

14:32:43 20

21 MR. O'NEILL: Before I finish --

22

23 CHAIRMAN: Wait now. Just let Mr. O'Neill finish and then you can.

24

14:32:49 25 MR. O'NEILL: The information which has been provided and in respect of which

26 evidence has been given from donors of the fund with whom Mr. Brennan had

27 contact was that in public houses, including The Goat pub and in hotels,

28 including the Berkley Court Hotel, discussions took place at which the fact of

29 Mr. Ahern's separation was discussed by him with others who had no legal

14:33:20 30 relationship with those particular proceedings.

14:33:23 1 They may well have had personal relationships or friendships or varying degrees
2 with Mr. Ahern. But in so doing, there is no identified legal relationship
3 between those parties which would entitle a solicitor to disclose any aspect of
4 his client's affairs to those persons. It is on that basis that I put the
14:33:47 5 question to the witness. And in doing so, I am not in any sense breaching any
6 form of a confidence or an obligation or besmirching in any way the reputation
7 of the late Mr. Brennan.

8
9 It is a matter for Mr. Ahern to deal with the circumstances in which to his
14:34:11 10 knowledge certainly from the date upon which the donation was made to him in
11 December 1993, that his solicitor had been out canvassing for money to meet his
12 legal fees.

13
14 CHAIRMAN: Well as we understand it the information we have and it's really
14:34:29 15 all the information we need to have, is that Mr. ... is that the late. Sorry,
16 doesn't suggest in any way that the late Mr. Brennan had divulged any details
17 relating to your matrimonial proceedings outside of the area of costs. All
18 right?

19 A. Yes.

14:34:49 20
21 CHAIRMAN: So there is no suggestion that Mr. Brennan was discussing with
22 others, anything but the question of costs associated with your matrimonial
23 proceedings. I think your evidence is, and it's not in any way surprising,
24 that those close to you and indeed people not so close to you, would have been
14:35:12 25 well aware that you were engaged in some litigation relating to your
26 matrimonial position.

27
28 So if this question was put to you; were you surprised -- were you aware that
29 Mr. Brennan was talking to your, to friends close to you about legal bills that
14:35:35 30 would arise from your matrimonial proceedings before, up to, or before or at

14:35:42 1 the time of the suggested fundraising activity? Were you aware that he was
2 having this discussion with friends?

3 A. Well, Chairman.
4

14:35:52 5 CHAIRMAN: And I'm only talking about the legal bills, all right? There's no
6 suggestion that he was in any way talking about anything else relating to your
7 proceedings.

8 A. Well, Chairman, I wasn't aware. But can I just say, the late Mr. Brennan, he
9 was my solicitor but he had been closely and politically associated with me for
10 years since I started in politics. He was a very good friend. He was involved
11 in the fundraising activities for the party. He was involved in house
12 committee in St. Luke's. He would have is a canvassed for support for those
13 political functions.
14

14:36:15 15 So, you know, and from the aspect of the, as you correctly said, he wasn't, he
16 was a very careful person, he would not go out talking about what was going on
17 in the High Court or the family law case in the High Court. But for several
18 years it was known that I was separated and it had been written about for years
19 and many articles had been written about it. So there was no great news
14:37:04 20 telling anybody. I mean, I know what Mr. O'Neill is referring to, that he did
21 meet some of these people in the Berkley Court or else places. But he wasn't
22 telling anyone any great secrets to be quite frank with you.
23

24 CHAIRMAN: And would you have had any concern at the time that the late
14:37:26 25 Mr. Brennan, he was your solicitor obviously, but he was also a personal
26 friend, that he would have been talking privately to other friends about the
27 fact that you were going to face big legal bills?

28 A. Well, I think they all knew, Chairman, that I was facing legal bills. I mean,
29 they knew, it was commonly known who was representing me in the High Court case
14:38:10 30 and it was commonly known who was represented my wife in the case. It had been

14:38:10 1 talked about for a year, a year and a half. So it wasn't. He wouldn't have
2 been telling any news to any of these people. But the point is I didn't know.
3 And if they all had have -- if they were all here today I'm sure they were
4 sorry that they ever talked about it. And if they had have asked me I would
14:38:23 5 have told them don't.

6
7 CHAIRMAN: But if wasn't unacceptable to you that he would have been talking
8 about your legal bills to people with whom you were close?

9 A. Well I think in fact, I'm not going to condemn a person that isn't here. I
14:38:43 10 mean, these were all friends of mine. Gerry Brennan was one of my best
11 friends, Chairman. Just he was just trying to helpful. In no way would he
12 have been divulging anything to anyone in an improper way.

13
14 CHAIRMAN: And we're not seeking to --

14:38:58 15 A. I know that.

16
17 CHAIRMAN: To suggest that.

18 A. Well I just wouldn't like it to be, to sound as if he was out there telling,
19 nobody knew about it. Not only my friends, plenty of my political enemies knew
14:39:15 20 about it too. And so there was no secrets involved in this. And who the
21 counsel were on both sides were well known and well talked about.

22
23 CHAIRMAN: All right.

24 A. Long before he thought of this.

14:39:26 25
26 Q. 229 MR. O'NEILL: And I'm sure that those same counsel conducted their affairs
27 without disclosing to others the fact that they were acting for various parties
28 or what the details of that litigation was. But as between yourself,
29 Mr. Ahern, and your solicitor, you were the two people who knew, on your side,
14:39:47 30 of exactly what the financial liability that you had to meet was stemming from

14:39:54 1 the proceedings that we've just discussed, isn't that right?

2 A. Including the legal people.

3 Q. 230 Yes. And the implementation, I take it, of the payment over of such funds as

4 you had to make was something that you would channel through your solicitor on

14:40:10 5 record, Mr. Brennan, isn't that so?

6 A. Yes.

7 Q. 231 So he knew exactly what it was that he had to put himself in funds for in order

8 to meet your legal liabilities, isn't that right?

9 A. Yes, well he didn't --

14:40:24 10 Q. 232 Knew to the penny in fact?

11 A. Well he might have knew to the penny but he didn't. I don't know what

12 relevance it makes but he didn't charge me anything like what he could have.

13 Q. 233 The legal bills that you had to meet were exactly 17,813.61 pound, isn't that

14 so?

14:40:46 15 A. That's correct.

16 Q. 234 Do you know why it was that figures of 25,000 pounds were suggested as figures

17 that might be raised if that is the case, Mr. Ahern?

18 A. Well Gerry Brennan didn't charge me much of his fees.

19 Q. 235 Well I'm not suggesting that he did but I'm asking you why it is that

14:41:06 20 figures --

21 A. I'm telling you that he didn't.

22 Q. 236 Well can you offer an explanation. It was indicated to you apparently that a

23 dinner would be held, 25 people would attend, it would be 1,000 a head, the net

24 effect of that would be 25,000. Why in circumstances where the fees were known

14:41:26 25 to be 17,813.61 pound was it decided to raise those sums if that was the case?

26 A. Well, I suppose if 25 people did turn up for the dinner they'd have to pay for

27 it so they wouldn't have raised 25,000. You usually pay for a dinner.

28 Q. 237 I see so we move to the 22,500 pounds. Do you know of any reason why that

29 money should be collected in circumstances where the known amount to be met is

14:41:57 30 17,813.61 pound?

- 14:42:01 1 A. No, I mean, that's to assume that they intended collecting exactly 22 and a
2 half. But I think if you had have added in. If Mr. Brennan had have charged
3 his full fee it may not have been too far off 20,000 pounds.
- 4 Q. 238 If that were the case you would be envisaging a situation where Mr. Brennan
14:42:24 5 would be charging your fees to his friends, that's highly unlikely isn't it?
- 6 A. Well Mr. Brennan didn't charge me his full fees.
- 7 Q. 239 I know. And in those circumstances, it's highly unlikely that he would charge
8 your fees, the legal fees that you were due to pay him, that he would call on
9 your friends to pay?
- 14:42:43 10 A. No, he certainly wasn't getting the money. I mean what he was doing was
11 collecting the money to give it to me. He was getting no money out of it. He
12 forego quite a substantial part of his own fees. So he didn't get it from my
13 friends.
- 14 Q. 240 The sum as we know exceeds the liability for legal costs certainly by almost
14:43:15 15 5,000 pounds, isn't that so?
- 16 A. Well what I paid was 12,813.97 plus 5,000 pounds.
- 17 Q. 241 Yes, 17,813.
- 18 A. Yes.
- 19 Q. 242 So there's 5,000 more than was needed for the purpose that you say that the
14:43:23 20 money was raised?
- 21 A. Yes, that's right.
- 22 Q. 243 Well do you know, have you any knowledge as to why that was raised in the first
23 instance, since it is in excess of the requirement?
- 24 A. I have no idea.
- 14:43:37 25 Q. 244 And do you have any reason to have accepted it or to have considered accepting
26 it for that purpose when in fact it was in excess of what was required?
- 27 A. I accepted it and as I've said before to you, I accept it on the basis that
28 Gerry Brennan had collected it with Des Richardson and the others had
29 contributed and I didn't want to accept it but I did accept it on the basis
14:44:00 30 that I would pay it back to them. That was the way I accepted it.

- 14:44:04 1 Q. 245 I take it that the monies that were raised for legal costs were paid through
2 the solicitor in the normal course to the solicitor on the other side, insofar
3 as that was on an obligation, is that right?
- 4 A. Correct.
- 14:44:21 5 Q. 246 And equally, in the course of your discussions with your own solicitor, you
6 must have discussed with him, the manner in which you intended to raise the
7 money, isn't that right?
- 8 A. That I take out a loan.
- 9 Q. 247 Yes.
- 14:44:36 10 A. Yes.
- 11 Q. 248 Well it doesn't necessarily follow that you had to take out a loan but the
12 question I was asking you was whether or not as a matter of course you would
13 have discussed with your solicitor how you intended to meet the costs because
14 obviously it's something that would be discussed between a client and solicitor
15 as to how the bills of others are going to be met, isn't that right?
- 16 A. Yes, to the best. I mean if you're asking me --
- 17 Q. 249 Yes.
- 18 A. -- to the best of my knowledge what I did, the 19,115, I gave the three drafts
19 through his office and he paid.
- 14:45:11 20 Q. 250 And it follows from that then that on the 23rd or the 24th of December, at the
21 latest, Mr. Brennan was aware of the fact that you had committed yourself in a
22 loan with AIB in the sum of 19,115.97 pounds, isn't that right?
- 23 A. He would have been.
- 24 Q. 251 When you informed him of that, did he tell you that you should not in fact have
14:45:38 25 taken up that loan because he and Mr. Richardson had to that date, collected on
26 your behalf a sum of 22,500 pounds which would be sufficient to meet any
27 liability that you had in relation to legal costs and which would have a
28 surplus available for you for other matters if you needed it?
- 29 A. The day I had that discussion with him was on, I keep saying Stephen's day, the
14:46:05 30 27th.

- 14:46:05 1 Q. 252 Yes but I'm asking you about the time when you gave him the money which is this
2 money was raised by way of loan ahead of Christmas, so that they would be able
3 to make the payments before Christmas. The payments necessarily would be
4 channelled through your solicitor, would you agree with me that it follows that
14:46:25 5 Mr. Brennan, your solicitor, was aware on the 23rd or 24th of December, that
6 you had taken out a loan of 19,115.97 pounds, doesn't that follow, Mr. Ahern?
7 A. I think the only thing that he would have been aware of that the drafts were
8 sent to his office.
- 9 Q. 253 With obviously, with the intention that they would be sent on to meet the
14:46:50 10 liabilities we've just discussed, isn't that right?
11 A. Which they were I think on the 11th of January.
- 12 Q. 254 But at the time that Mr. Brennan received those drafts, he already was in funds
13 by his own efforts to the amount of 22,500 pounds, representing 15,000 pounds
14 in cash, isn't that so?
- 14:47:09 15 A. That's correct. That's correct.
- 16 Q. 255 And are you saying that he didn't get back to you until the 27th of December to
17 tell you that in fact he and Mr. Richardson already had made provision for
18 exactly that liability and you should either retain the drafts yourself or
19 consider paying the money with the cash that he had on hand for you?
- 14:47:34 20 A. I sent the drafts to his office and that, I didn't speak to him again until the
21 27th.
- 22 Q. 256 And it follows from what you say that he went on then to pay out the money
23 which you had borrowed by way of loan and represented by drafts to the
24 recipient -- to the named recipients of those drafts without referring back to
14:47:56 25 you, is that right?
26 A. Yes. Well, no because he didn't pay them until, well whatever. There was only
27 two drafts wasn't there because one was a credit transfer.
- 28 Q. 257 The transfer I think was to pay off a car loan?
29 A. That was the car loan and that was the one that had to be done prior to
14:48:22 30 Christmas I think it was. The drafts went to him. He paid it I think it was

- 14:48:22 1 the 11th of January he paid the drafts.
- 2 Q. 258 Oh. So the only urgency in relation to payment then was in respect of the car
3 loan not in the respect of the draft. So the drafts then were paid out after,
4 after the money had been paid over to you on the 27th of December, is that the
14:48:36 5 position?
- 6 A. Subject to correction it was the 11th of January, but I gave the accounts to
7 the Tribunal. I think it was the 11th of January.
- 8 Q. 259 Yes but I'm enquiring from you, Mr. Ahern, as to the circumstances in which you
9 received 22,500 pounds from your solicitor, albeit not exercising the role of
14:48:57 10 your solicitor at the time, but rather the role of your friend and fundraiser.
11 He raises this issue with you on the 27th of January in St. Luke's as we
12 understand, in a room away from others and he presents you with 15,000 pounds
13 in notes and two items two negotiable instruments that we saw on screen a
14 little earlier, isn't that right?
- 14:49:21 15 A. Yes my friend Gerry Brennan gave me the money on the 27th.
- 16 Q. 260 Yes. At that time you either had posted to him the two drafts which you had
17 taken out of the bank on the 24th of December, or else you still had them in
18 your possession and you were going to give them to him for onward transmission
19 to others on the 11th of January, is that the position?
- 14:49:46 20 A. That's it.
- 21 Q. 261 And what discussion then took place about the fact that you were being offered
22 this money at a time when you already had the drafts available to meet your
23 loan liability?
- 24 A. Well, when Gerry Brennan gave me the 22,500 I told him I had taken out a loan.
14:50:09 25 He didn't know I had taken out a loan and I told him that I had done that.
- 26 Q. 262 Okay. So the loan was at that point in time instantly reversible by the return
27 if necessary of the two drafts to the bank and your application of the 22,500
28 pounds to meet your liability and to bank the balance, isn't that right?
- 29 A. Yes, I can't recall what, whether I had sent on the loans. I don't want to say
14:50:33 30 that I had sent on the drafts to his office or not because I don't recall, I

14:50:36 1 may have.

2 Q. 263 Could I suggest to you that in any one of those scenarios there must have been

3 some detailed discussion there and then as to what was to happen because in

4 effect you had two separate funds of cash, both of which were sufficient to

14:50:53 5 meet the liabilities that you had and only one was going to be applied for that

6 purpose, isn't that right?

7 A. Well I had the 22,500 --

8 Q. 264 Yes.

9 A. -- in cash. I'd already taken out the drafts so that was dealt with. I had

14:51:09 10 taken out the drafts to pay to him to pay to the individuals.

11 Q. 265 Physically had them in your possession, did you not?

12 A. Well if I had them in my possession.

13 Q. 266 Yes, if you had them in your possession you could have sent them back to the

14 bank and used the money which you had raised, he had raised on your behalf?

14:51:30 15 A. Well that's if I had them in my possession.

16 Q. 267 And --

17 A. To be frank I don't remember, it's 14 years ago. I wouldn't remember what

18 cheque I had in me possession this day last week. I mean, I had. This is the

19 point, I mean, let's not have 50 questions when one is enough. I had taken out

14:51:48 20 the 19,115. One was a credit transfer that went through the system. Two were

21 drafts. I'd either given them to Gerry Brennan, my friend and solicitor, or I

22 hadn't and they were on their way to him anyway and then he gave me 22,500 and

23 I had the 22,500 in cash that's the position.

24 Q. 268 You have canvassed a number of different scenarios there. In the first of

14:52:09 25 them, if you had sent him the drafts you were sending drafts to him to forward

26 on to others in circumstances where he had already raised the money from other

27 sources, isn't that so?

28 A. That's correct.

29 Q. 269 That's correct. Now, in those circumstances would you agree with me that it is

14:52:26 30 inconceivable that he would not have phoned you immediately he received your

14:52:29 1 drafts and said look, I already have the money, Des Richardson myself did a
2 whip-round. We have the money here. There's no reason for you to borrow
3 money, I'll send it back to you and you can return it. That is one response
4 but there would have had to have been a response.

14:52:47 5 A. If I can deal with that one then.

6 Q. 270 Of course deal with it indeed.

7 A. I think it is totally conceivable. Because if he gets his drafts in his office
8 or in the post, whether he got them before Christmas or after Christmas and he
9 gets the drafts it's clear to him then that I purchased the drafts. I mean to
10 cancel the drafts. That's inconceivable in my view that he would do that. He
11 has the two drafts made out from people to pay the bills. So what he would do,
12 any normal person would do then is they'd hold on to those drafts.

13 Q. 271 They'd hold onto the drafts with what in mind?

14 A. To pay the individuals who they were owed to.

14:53:21 15 Q. 272 Right. But isn't that the ideal opportunity and I suggest it would be
16 inconceivable not to avail of that opportunity for him to say to you we have
17 collected this money on your behalf. We have it here in cash. Give us your
18 instructions as to which option you want to exercise?

19 A. Well sure he, I'd already, Mr. O'Neill, with the greatest of respect, made a
14:53:48 20 decision on the option and I'd gone to the bank on the 23rd of December. I'd
21 taken out a loan for 19,115. I'd received and the drafts, I'd paid the credit
22 transfer and I had dealt with the issue. The issue from my point of view was
23 dealt with.

24 Q. 273 The dealing with it, Mr. Ahern, was an intermediate step was necessary and that
14:54:12 25 involved the role of Mr. Brennan as solicitor meeting the role of Mr. Brennan
26 as fundraiser. Because you were intending to meet the liability for which you
27 had taken out the drafts by sending that to Mr. Brennan with the intention that
28 he would send it for further on to those to whom the drafts were made payable.
29 Those drafts as a matter of course, must have been received by Mr. Brennan at a
14:54:38 30 time after he himself had gone to the effort of raising other funds to meet

14:54:44 1 exactly the same liability. And I am suggesting to you that it is
2 inconceivable that he would have, without reverting to you, preceded to send on
3 the drafts without giving you the opportunity of knowing that there was cash in
4 hand to meet those liabilities, do you understand?

14:55:03 5 A. Well he didn't.

6 Q. 274 You --

7 A. Sorry, Mr. O'Neill. It's just your tactic. I've told you ten minutes ago.

8 Q. 275 Yes.

9 A. That he didn't pass on the money until the 11th of January.

14:55:16 10 Q. 276 Fine!

11 A. So therefore, if he had the drafts obviously when I talked to him on the 27th,
12 he knew what the position was. He knew the position was that I had taken out a
13 loan of 19,115 and he knew that because I would have told him. If he had the
14 drafts or if he hadn't got the drafts he knew then, I'd say I probably did send
15 over the drafts to him but I can't be sure of that. So there's no point in me
16 speculating on that, that's 14 years ago.

17

18 So at that stage he had the 22,500. The option he could have had to was to say
19 well then you could have taken out a loan, I'm not giving you the 22,500 and he
20 could have gone back and given the back the 22,5000 to the 7 or 8 people. He
21 could have done that, he didn't do that. He gave the money to me. I accepted
22 it on the basis of a loan and that's what happened.

23 Q. 277 He gave the money to you in circumstances where it was being offered to you to
24 meet a liability which you had already catered for by way of loan, isn't that
25 right?

14:56:15 26 A. Yes but unfortunately when you take out a loan it doesn't do away with the
27 liability, unfortunately.

28 Q. 278 Yeah of course it doesn't. You meet that liability when you get money and you
29 are now being offered money a week later. If you say that the payment was made
14:56:30 30 on the 27th, you have this money in hand on the 27th. Was there a discussion

14:56:35 1 between yourself and your solicitor as to the respective merits of using the
2 money that he had used -- that he had collected on your behalf as opposed to
3 the loan. Was it discussed, Mr. Ahern?

4 A. Well what was discussed was that I had told him I'd taken out a loan and I had
14:56:54 5 that liability.

6 Q. 279 Yes.

7 A. And that he was giving me the money. If your question is; did I then discuss
8 how I would handle the 22,500, no it wasn't other than he gave it to me and
9 told me who had given it to him and it was with me then to decide what it was
14:57:11 10 for me to do with it.

11
12 CHAIRMAN: Mr. Ahern, could, perhaps if you were to tell us what Mr. Brennan
13 did say to you on the 27th.

14 A. What, I told him what the position was. And he said what he said on the 27th,
14:57:27 15 was he was giving me the loan. He was giving me the money. It wasn't meant to
16 be a loan. I said that I'd accept it on the basis it that was a loan. I
17 didn't want to accept it. I accepted the 22 and a half and I said that I would
18 lodge it, I would take it.

19
14:57:53 20 CHAIRMAN: But I mean how did the discussion open, you were in St. Luke's I
21 think?

22 A. We were in St. Luke's after coming back from Leopardstown. And he just in my
23 own office and it's just beside where we were. And he gave me the 22,500. He
24 told me that it was to assist me with my legal fees, collected by my friends.
14:58:01 25 I had told him that I'd taken out the loan if he didn't already know, I think
26 he probably knew. But I told him that I didn't want it. He said it had been
27 collected. He'd rather I take it. I did take it, I said I'd take it on the
28 basis that I'd give it back on another day.

29
14:58:18 30 CHAIRMAN: Did he say to you well if you've taken a loan out for the costs,

14:58:24 1 you can go in, in a day or two and pay it back. I mean, was there a discussion
2 about that?

3 A. No, there wasn't. I mean, I could have done that but there was no discussion.
4 He was giving me the money. What I did with it then was matter for me to deal
14:58:38 5 with. There was no discussion. He didn't say you have to go in and pay back
6 the loan.
7

8 CHAIRMAN: No, well I am not suggesting he would have directed you to do it.
9 He might say as a friend and as an advisor, look if you borrowed the money you
14:58:51 10 can go in and now and you can pay it off and you won't have to worry about
11 interest or repayments.

12 A. He didn't.
13

14 CHAIRMAN: You say he didn't say that.

14:58:59 15 A. He didn't say that.
16

17 JUDGE FAHERTY: Can I ask you, Mr. Ahern. Just on the 27th when you had the
18 conversation with the late Mr. Brennan. You said to him that you'll take the
19 money on the basis that you'd repay it. That meant I suppose that really by
14:59:15 20 the 27th, then you had effectively two loans, one with if you like a financial
21 institution, the other one obviously from a group of friends but a loan
22 nonetheless.

23 A. Yes.
24

14:59:26 25 JUDGE FAHERTY: That you were under an obligation that you felt presumably
26 that you would have to repay. Just on deciding to ... Did you and if I can
27 put it this way. I think it would come to maybe 41,000, I'm not sure if my
28 mathematics are correct.

29 A. Yes, the 1900 --
14:59:47 30

14:59:47 1 JUDGE FAHERTY: Thereabouts anyway. 41,000. So if you like you had that
2 41,000 liability if you like. Did you, when you were thinking about what you
3 would do with this between the 27th and the 30th, did you give any
4 consideration to the fact that if I could put it this way, and maybe that you
15:00:11 5 found yourself burdened at this stage now, with two loans effectively?

6 A. Well I would have rathered I think if it wasn't collected at all from me. But
7 the fact is that it was and it was done in good intent by the people concerned.
8 And I accepted it on that basis and lodged it on that basis with the intention
9 that it wasn't a loan, it wasn't perhaps an arduous loan that I'd knew that I'd
15:00:38 10 have to pay it back in a short-term. But I could have, I could have given it
11 back. I think as I said previously, if I'd a chance again today it would have
12 been a far easier thing to do but I didn't.

13
14 JUDGE FAHERTY: I see. Thank you.

15:00:52 15 Q. 280 MR. O'NEILL: The manner of presentation of the money or the donation as we
16 know was in three components one of which was a cheque one of which was a draft
17 and one of which is cash. Did Mr. Brennan offer you any explanation as to why
18 you were receiving this money in that fashion as opposed to in, let's say one
19 single cheque from him or alternatively one single draft or alternatively
15:01:19 20 entirely in cash. It was an amalgam of three different distinct methods of
21 payment, isn't that right?

22 A. It was. I can't really remember that detail of the conversation but I do know
23 that he told me who gave it.

24 Q. 281 Yes.

15:01:32 25 A. So I did know who, what was the make up of it.

26 Q. 282 And as we've seen from the documents earlier, when you looked at the documents,
27 that gave you no indication whatsoever as to whether it was Mr. Chawke,
28 Mr. O'Connor, Mr. Fintan Gunne or anybody else who had contributed towards any
29 of these amounts, isn't that right?

15:01:51 30 A. No, no, but he told me. And he told me on that occasion.

- 15:01:55 1 Q. 283 And in the exercise of telling you that these people had made these payments, I
2 take it, it became immediately apparent to you that one of those parties had
3 paid twice as up much as any other of the parties, that is Mr. O'Connor's
4 contribution which is said to amount to 5,000 pounds was exactly double that as
15:02:15 5 everybody else, isn't that right?
6 A. Yes, yes.
7 Q. 284 And were you given any explanation or can you remember at this point in time
8 why it was that it was that Mr. O'Connor paid twice what the others paid?
9 A. No, I don't think I was.
15:02:32 10 Q. 285 Were you curious about that? I mean, did -- for a start, I think you would
11 accept that if that was the case that one person had been let's say more
12 forthcoming than the others, it would be marked in some way? I mean, the donor
13 of the entire sum would specifically tell you that we, the lads, all
14 contributed two and a half, Padraig however contributed?
15:03:01 15 A. No, he certainly would have said that.
16 Q. 286 Yeah.
17 A. Because I remember, I remember him telling me that one person paid 5,000.
18 Q. 287 Right. And did he name that person as Padraic O'Connor?
19 A. He did.
15:03:12 20 Q. 288 Right. And were you in any way surprised by the fact that Mr. O'Connor had
21 paid you money at all?
22 A. No, I wasn't surprised.
23 Q. 289 No. And --
24 A. I was surprised. I'm sure I was surprised that it was 5,000. I can't remember
15:03:25 25 how I felt but I wasn't surprised that he gave more.
26 Q. 290 Right. And is that because you consider him to be a close personal friend of
27 yours and a person to whom other close friends could approach to deal with such
28 matters as a whip-round or a dig out or whatever one might call it?
29 A. Absolutely.
15:03:45 30 Q. 291 Right. Now, Mr. Ahern, I think you will be aware from a very early stage in

15:03:52 1 the investigations which were carried out by the Tribunal into the
2 circumstances of this particular loan, that Mr. O'Connor has indicated that he
3 did not make any personal donation to you in the manner that you believe, isn't
4 that right?

15:04:09 5 A. I'm aware of that.

6 Q. 292 Yes. You are aware I think of the detail of both his statements and his
7 evidence on this issue, isn't that right?

8 A. Yes, I am.

9 Q. 293 I think it would not be an exaggeration to say that his account of how he came
10 to be instrumental in the payment of monies via Mr. Richardson is diametrically
11 opposed to your understanding of your having received monies by way of a
12 goodwill loan, isn't that so?

13 A. That would not be an exaggeration, no.

14 Q. 294 Effectively, if it was a simple matter and nothing is ever simple, Mr. Ahern.
15 If it was a simple matter of one version being true and the other version being
16 untrue, if the Tribunal was to accept Mr. O'Connor's evidence as being accurate
17 in all respects, it would mean that there was in fact no dig out producing
18 22,500 pounds for you in the manner in which you believe and have given
19 evidence, isn't that so?

15:05:22 20 A. No, I don't understand that because --

21 Q. 295 No. I see.

22 A. Because he gave, he is not arguing that he didn't give 5,000 pounds. He is
23 arguing that he didn't give 5,000 pounds to me personally. He is saying that
24 he gave it to my constituency account. That's his evidence.

15:05:37 25
26 CHAIRMAN: Yes. In other words, it would be. It would be in complete
27 opposition to the evidence that you received 22,500 by way of a personal dig
28 out because it would only be 7, 17 and a half --

29
15:06:02 30 Q. 296 MR. O'NEILL: I mean, do you have any difficulty with the concept, Mr. Ahern,

15:06:10 1 that there are two entirely separate and distinction versions of events being
2 proffered to the Tribunal as to how it was that the monies came to be assembled
3 in the sum of 22,500 pounds?

4 A. In the evidence that, how Gerry Brennan, Des Richardson went and spoke to the
15:06:31 5 people.

6 Q. 297 Yes.

7 A. That evidence is all before the Tribunal now.

8 Q. 298 Yes.

9 A. But in the instance of Padraic O'Connor, is that -- do you want me to address
15:06:41 10 that?

11 Q. 299 Mr. Ahern, much has been made of a suggestion that the Tribunal is in some way
12 proceeding with a particular course which is not outcome neutral but that it is
13 in some way proceeding in a way which would suggest that it's trying to fit you
14 up, suit you out, whatever the term might be and that this is part of a policy
15:07:11 15 on the part of the Tribunal counsel to tailor a particular result. And that
16 your evidence apparently is intended to be accepted in the form that it is
17 given and that there is no evidence to the contrary to the account of events
18 that you have offered as being the accurate account as to how you came to have
19 these monies.

15:07:37 20
21 Now, in the case of Mr. O'Connor, who has no connection good, bad or
22 indifferent with the Tribunal, this is a witness who says that he was not a
23 personal friend of yours to the extent that he could discuss your family
24 affairs. That he was not a person to whom a request was made to make a dig out
15:07:58 25 towards your legal costs, that he did not make any payment towards your legal
26 costs. And he offers evidence in an entirely different stream, do you
27 understand?

28 A. Yes, yes.

29 Q. 300 Yes. So there is evidence which the Tribunal is going to have to evaluate?

15:08:23 30 A. Yes.

15:08:24 1 Q. 301 Of its task as to what exactly is happening?
2 A. Yes.
3 Q. 302 Because if it is the case that Mr. O'Connor's account of events is correct and
4 I am putting to you that it follows that the account that a number of your
15:08:37 5 friends including him, had a whip-round and produced money for you cannot be
6 true, do you understand?
7 A. Yeah.
8 Q. 303 Now, I'm not pushing --
9 A. I understand what you are saying once I can answer.
15:08:51 10 Q. 304 Of course you can answer.
11
12 MR. MAGUIRE: Chairman
13
14 MR. O'NEILL: Appreciate the question.
15:08:56 15 A. I do.
16
17 MR. MAGUIRE: Chairman, Chairman! Look I do intend to interrupt and I interrupt
18 in a very ordinary, straightforward basis.
19
20 Last series of statements are obviously a question of justification by counsel
21 asking what are supposed to be questions. They are statements. They are self
22 justificatory and they d don't amount to questions.
23
24 CHAIRMAN: Mr. Ahern is simply being asked does he accept that if the two
15:09:25 25 accounts are taken, one is in clear opposition to the other and I think
26 Mr. Ahern accepts that, that Mr.-- based on Mr. O'Connor's evidence, he
27 couldn't have got a personal contribution of 22,500. Now, and I accept fully
28 that what's ultimately important is what Mr. Ahern believed at the time and
29 that evidence will be given in, I have no doubt by Mr. Ahern as we go on.
15:10:03 30 A. Can I answer?

15:10:04 1 Q. 305 MR. O'NEILL: Of course you may.
2 A. Thank you, Mr. O'Neill. Mr. O'Neill, I see it entirely different, if I can
3 listen to your questions but I see it totally different. Your theory is that
4 if Mr. O'Connor's correct, I didn't get any of the money because he didn't give
15:10:25 5 me the 5,000 pounds. I see it totally different. I think what you have done
6 for me in this case, Mr. O'Neill, is actually very helpful.
7 Q. 306 I hope so.
8 A. I appreciate it and I genuinely mean that because when people outside are
9 arguing and I did say it yesterday, that you tried to stitch me up, but that
15:10:44 10 was when we were arguing about another hypothesis. I'm not arguing that today.
11 Q. 307 Yes.
12 A. But the issue is that I got money from Mr. O'Callaghan, Mr. Gilmartin said that
13 I got money from Mr. O'Callaghan. What you have done in this case, and maybe
14 there's not many cases on these issues, where you could prove I didn't get it
15:11:10 15 from Mr. O'Callaghan. What you've done in this case is proved that I got it
16 from Mr. O'Connor.
17
18 And what the Tribunal found out in the process of that is that I got it from
19 Mr. O'Connor but Mr. O'Connor says I got it on false pretences from him. So in
15:11:27 20 fact, don't look so shocked because the argument isn't that I didn't get it
21 from Mr. O'Connor. The argument is that Mr. O'Connor gave it to me or gave to
22 Gerry Brennan or gave it to Des Richardson to give to me. So there is no
23 dispute about the evidence. The dispute is how I handled it then. So in fact
24 is what you have proved is that I didn't get it from O'Callaghan which is the
15:11:50 25 first time I think since for months that we got to talk about that. But
26 anyway, that's what you've proved. In this case that we got it from
27 Mr. O'Connor.
28
29 Now, I got it from Mr. O'Connor. I got it from Gerry Brennan. Des Richardson
15:12:04 30 gave it to Gerry Brennan and the argument is there's no argument with

15:12:12 1 Mr. O'Connor that I got it or didn't get it. What he argues is that there was
2 two accounts. There was account for Bertie Ahern personally. I understood
3 that that's what he gave it for. Then the constituency account which is in the
4 name of Bertie Ahern, by the way, that that's. He says I should have put it
15:12:30 5 into that account.

6
7 So, Chairman, that's what the argument is. It's not an argument where I got
8 it. There is no argument about whether I got this money. Padraic O'Connor
9 says he gave 5,000 pounds. He said instead of putting it into Bertie Ahern's
15:12:45 10 account constituency account I shouldn't have done that -- I should have done
11 that I shouldn't have put it into my personal account. That's what the
12 argument is.

13
14 Now, when I thanked Mr. O'Connor in January 1994, he was a good friend of mine
15:12:57 15 through the '90's, very helpful to me, a very good advisor I thanked him on the
16 basis that he gave me a personal donation. He could have said then or any
17 other time that it wasn't a personal donation. I always believed it was a
18 personal donation. I never thought of why it was done in such a convoluted
19 way. I mean, I know Mr. O'Connor. I know Mr. O'Connor's family. I know a lot
15:13:22 20 of Mr. O'Connor's friends. He was in my office endlessly when he was Chairman
21 of NCB. I went to meet fund managers of NCB. I went to the K Club for him. I
22 went to Druid's Glen for him. I know his brother, his brother-in-law, Justice
23 Henigan very well. I knew his wife's family very well. I was at functions in
24 their licenced premises. I went to his own house.

15:13:46 25
26 Now if years later Mr. O'Connor wants to disown me and he doesn't know me well
27 that's his bloody business not mine!

28
29 CHAIRMAN: Well can I just clarify one thing, Mr. Ahern, it's not -- the
15:13:58 30 evidence isn't quite as simple as Mr. O'Connor giving Mr. Richardson money.

15:14:04 1 Mr. Richardson then gives you the money telling you it's a personal donation
2 from Mr. O'Connor. The evidence is more complex than that in that the money is
3 paid out from NCB Stockbrokers. It does not go directly to you, it goes as
4 things, as it would appear, goes through a process. And what the money that
15:14:34 5 you actually receive is a sum of 5,000 pounds bank draft bought by a company
6 called Roevin. So that's ... and we have to ... it's complex and it's
7 torturous at times. We have to look at that relationship and we have to
8 investigate it so that we know precisely what was in, not just your mind but
9 Mr. Richardson's mind and Mr. O'Connor's mind at the time.

15:15:06 10 A. Well, Chairman, I accept that. But all as I'm saying is both Mr. Richardson
11 and Mr. O'Connor are not disputing that it went through that process. And I
12 accept that it's a very torturous process that it went through and I understand
13 totally all of that.
14

15:15:29 15 All as I know when I got the 22,500 pounds; 5,000 of that was purported and
16 given to me as having come from Mr. O'Connor. And when I thanked Mr. O'Connor
17 after Christmas in January, he knew well what I was talking about. He didn't
18 tell me that the money hadn't arrived until next April because it was only
19 January. He knew precisely what I was talking about. Now, why they went
15:15:52 20 through that and I read the evidence. I'm not getting into that. You will you
21 have all of the evidence what have Mr. Richardson and Mr. O'Connor said and why
22 there was dummy invoices and all the rest. All as I can tell you, Chairman,
23 because I'm only here to give my evidence. I want to tell you on oath, that I
24 got the money on the 27th of December, 22,500 pounds. 5,000 of that I was told
15:16:14 25 came from Padraic O'Connor who was a friend of mine. Didn't surprise me he
26 gave a donation didn't surprise my friends asked him. I'm sure it did surprise
27 me that it was double what the others gave but ultimately when it came down to
28 the argument, the argument wasn't whether Padraic O'Connor gave me the money or
29 not. In fairness to Padraic O'Connor who was very helpful to me right
15:16:37 30 throughout the '90's. But Padraic O'Connor's argument was when he gave that

15:16:40 1 5,000 pounds, whatever route it went and however long it took, that it was for
2 my account. My account in the constituency was "Bertie Ahern constituency
3 account" or Bertie Ahern personally. There is no argument with Padraic
4 O'Connor about giving the 5,000 pounds as far as I am concerned. The only
15:16:56 5 argument was there was two Bertie Ahern accounts one was personal, one was a
6 constituency one. He says I should have put it into the constituency one and I
7 thought it was a personal thing. Maybe that was a misunderstanding but that's
8 the position as I know it.
9

15:17:12 10 CHAIRMAN: All right.

11 Q. 308 MR. O'NEILL: Mr. Ahern, I'm not sure if that has clarified anything for the
12 Tribunal but certainly it allows --

13 A. Well the Chairman didn't pick-me-up and say it didn't. I did my best. I was
14 answering the Chairman.

15:17:27 15 Q. 309 I'm not trying to put myself in the mind of the Tribunal. I'm just putting to
16 you --

17 A. Why did you answer for the Chairman.
18

19 CHAIRMAN: Wait now. Just let Mr. O'Neill ask the question

15:17:37 20 Q. 310 MR. O'NEILL: I was going on to ask you a couple of very simple and basic
21 questions, Mr. Ahern. You are saying that the argument centres on certain
22 aspects. I am suggesting to you firstly that there is no argument here. You
23 have not found yourself in argument with Mr. O'Connor because you have never
24 cross-examined Mr. O'Connor on his evidence before this Tribunal, although you
15:18:02 25 have legal representation to do so. Mr. O'Connor gave his evidence without
26 argument, without a contrary account of events being advanced as to either the
27 state of your relationship with him or the circumstances in which he made this
28 payment or the manner through which the payment was made. In his instance a
29 corporate donation from the NCB group was made, albeit in circumstances where
15:18:30 30 it was to meet an invoice which was a bogus invoice. In your account of

15:18:36 1 events, albeit dependent upon what was said to you by Mr. Richardson, this was
2 part of a combined effort on the part of your close friends to come together to
3 make a payment to meet your personal liabilities arising from your matrimonial
4 separation. Now, can I suggest to you that they are two entirely separate and
15:19:00 5 distinct reasons for the payment of monies, do you agree with that?

6 A. Well, Mr. O'Neill, first of all, Mr. O'Connor is a friend of mine. He has been
7 a friend of mine through the '90's may not have been in touch with him in more
8 recent times. A friend of his in the '90's and his family and in laws would be
9 very good friends of mine. So if you are criticising me for not allowing my
15:19:26 10 legal team to come down and cross-examine a person that I considered a friend
11 and who was very helpful to me because of his professional advice to me in the
12 '90's, well I ... well I think that's the point that you're making that I
13 didn't do that. But I didn't do that. I didn't ask me legal team to come down
14 and cross examine.

15:19:44 15
16 But the position -- is this not the position. Is Padraic O'Connor not saying
17 that the 5,000 pounds that he made, that he believed that that 5,000 pounds was
18 through NCB and for me in my constituency capacity. And what I was told was
19 that the 5,000 pounds was to me personally. I mean, isn't that the only
15:20:06 20 argument?

21 Q. 311 It's not the only argument because what the Tribunal has to assess, Mr. Ahern,
22 is whether or not there was a dig out for you in the first instance. The
23 information which has been advanced by you based on your understanding of the
24 circumstances has as an inherent component to it. The fact that Mr. O'Connor
15:20:33 25 was one of the donors to that fund. Now, if it is the case that Mr. O'Connor
26 was not a donor to that fund, the dig out did not take place in the manner in
27 which you have given evidence in the belief that it is what took place. That
28 did not in fact take place if Mr. O'Connor's evidence is correct.

29 A. I have to say --

15:20:58 30 Q. 312 You don't accept that.

15:20:59 1 A. No, I don't accept that because you've had Des Richardson in front of this
2 Tribunal giving evidence.

3 Q. 313 Yes.

4 A. You've had Padraic O'Connor giving the evidence. You've had Dave McKenna,
15:21:13 5 you've had Jim Nugent, you know, you've Mrs. Gunne, Charlie Chawke, all giving
6 evidence of the dig out. So and they've all given their evidence.

7 Q. 314 Yes.

8 A. But Mr. O'Connor is the only exception. But Mr. O'Connor has not said that he
9 didn't give the money. What Mr. O'Connor has said as I read his evidence and
10 as I understood from everyone who has spoken to me about this. That his
11 argument is that he did give 5,000 pounds but he intended it for my
12 constituency account. Where I was giving it to it on the basis that it was
13 part of the 22 and a half because it was given with the 22 and a half. Is that
14 not the case?

15:21:48 15

16 CHAIRMAN: Mr. Ahern, can we accept it, for the moment in any event, that you
17 take complete issue with Mr. O'Connor as to what he said in evidence as to the
18 extent or nature of your relationship, your friendship back in the early 1990's
19 and indeed later in the 1990's. You clearly have an issue with Mr. O'Connor in
15:22:18 20 relation to what he said.

21 A. Uh-huh.

22

23 CHAIRMAN: You wouldn't agree. You don't see him. You don't see it in being
24 in any way odd or peculiar that your friends in making or in the late
15:22:31 25 Mr. Brennan and Mr. Richardson possibly making a mental note as to who to
26 approach that they would have included Mr. O'Connor. You accept -- you accept
27 that there is this significant difference between your understanding of that
28 relationship and Mr. O'Connor's?

29 A. Well I ... I do which, Chairman, to be honest, I don't want to say anything I
15:22:57 30 regret afterwards but I don't understand it.

15:23:01 1 CHAIRMAN: All right. But that's the evidence there and we know there's an
2 issue there. But after the ... after the money was presented to you on the
3 27th, in St. Luke's you were told this was a gift in effect and you said that
4 would you take it on condition in a you repaid it

15:23:26 5 A. Yes.

6
7 CHAIRMAN: And you then, and you were aware that Mr. O'Connor not only was
8 giving two and a half -- or giving a contribution but he was giving double what
9 the others were giving?

15:23:40 10 A. Yes.

11
12 CHAIRMAN: And you said that that didn't surprise you, it was something that
13 struck you at the time but it didn't surprise you, it wasn't something that
14 troubled you or caused you any lack of sleep the fact that he was giving double
15 the others. That's as we understand your evidence.

16 A. That's correct.

17
18 CHAIRMAN: All right? Now, in the period that followed after the 27th as we
19 understand your evidence to be, you over a relatively short period of time
15:24:12 20 thereafter approached or came in contact or met all of the individuals
21 concerned and had a discussion with them about the fact that this money had
22 been given to you and what your -- and the basis on which you would take the
23 money. So perhaps following the 27th, could you tell the Tribunal what your
24 contact with Mr. O'Connor was?

15:24:37 25 A. I met Mr. O'Connor in January and I thanked him for the donation. I can't give
26 you a date in January but I met him have I regularly and I thanked him for the
27 contribution.

28
29 CHAIRMAN: Can you just explain the circumstances in which you contacted him?
15:24:53 30 Was it a ...

15:24:54 1 A. I'd say it was probably -- it was probably in my office or in the department.
2 But I can't be certain about that. But I regularly met him. And thanked him
3 for it. And there was no dispute about me thanking him. I can't tell you,
4 Chairman, that I remember saying to him that I would pay it back to you. I'm
15:25:18 5 not going to saying that I can't remember. But I clearly remember thanking
6 him.

7
8 CHAIRMAN: Well what detail can you recall about what you said to him I'm not
9 asking you to precise words?

15:25:30 10 A. I recall in January of 1994, that I met Padraic O'Connor and I thanked Padraic
11 O'Connor for what the contribution that I got for him. And he, all as I can
12 really recollect is that he told me that he had been talking to Des and I
13 recall that. And quite frankly, Chairman, insofar as I would have thought and
14 had time to reflect back on why he would have give me five rather than two and
15:26:05 15 a half right throughout 1993, and for that matter earlier, from 1992 too. But
16 he had been very helpful because he personally considerable knowledge of the
17 markets, he worked in the department, he worked in the Central Bank, he was
18 hugely important to me during the currency crisis which was a difficult period.
19 But I had gone out of my way to assist him. I had gone to foreign board
15:26:30 20 investors in Mount Juliet for NCB but not for NCB but for him. I had attended
21 many other functions but I had done that one back only a few months before
22 this. So I would not have thought that it was other than him making the
23 contribution because I had been helpful. And particularly to the board of
24 investors because that was a very important occasion for him.

15:26:54 25
26 I went to Mount Juliet. I had previously gone to the K Club and that was it.
27 And at no time did he, at that time or up until recently, turn around and say
28 that he believed that contribution was not a personal contribution. I'd have
29 to say that I never knew that it was NCB. I thought it was a contribution that
15:27:12 30 he made to me. Maybe if I thought about it, I should have said that it was a

15:27:14 1 very costly contribution for him to make personally but that was my
2 understanding of it.

3 Q. 315 MR. O'NEILL: Mr. Ahern, you will be aware that on this issue Mr. O'Connor has
4 given evidence in which he was specifically asked whether or not you ever
15:27:28 5 acknowledged the receipt of the monies which he says were paid as a political
6 donation towards the O'Donovan Rossa Cumann. He says that you never contacted
7 him about it. He was never thanked by you in relation to it. There was never
8 any discussion acknowledging the receipt of those monies at any time by you.
9

15:27:52 10 Now, independently of the extent to which you are or are not a personal friend
11 of his as opposed to an acquaintance of his. These are factual matters. He
12 either was thanked by you or he wasn't thanked by you, isn't that right

13 A. Yes well I've given in answer to the Chairman I've given my evidence on that.

14 Q. 316 I appreciate that but I am putting to you just that this is a matter upon which
15:28:18 15 he was examined and in respect of which he was rejected the suggestion that he
16 had been thanked by you at any time?

17 A. Yes, I read his evidence.

18 Q. 317 You have. Fine.

19 A. But just in case you didn't hear me.

15:28:30 20 Q. 318 Oh, I did hear you.

21 A. I totally reject that. I did thank him.

22 Q. 319 Whilst you totally reject it here. I am putting it to you that the opportunity
23 was available to you to assist the Tribunal in resolving that issue as to
24 whether or not there was or was not thanks for this particular donation,
15:28:49 25 whether it be as a political donation or a personal donation by your examining
26 Mr. O'Connor on that issue. The Tribunal did it in any event, but I am putting
27 it to you that that was a matter which was available to you and it wasn't
28 exercised.
29

15:29:06 30 Now, Mr.-- I'm not sure if you want to say anything in relation to that or not.

15:29:11 1 A. Well I have already said. What you are saying that my legal team should have
2 cross-examined him. But Pdraic O'Connor, whatever row I have about this,
3 Pdraic O'Connor is a person that I consider a friend and I think he said that
4 too. And he was certainly close to me right through the '90's since he left
15:29:27 5 that line of business I haven't been as close to him though I would still
6 consider that I know his family well.

7
8 CHAIRMAN: Well I think it's no harm for it to be said. I think Mr. Ahern's
9 position was put to Mr. O'Connor by yourself or Mr. Murphy, I can't remember.

15:29:45 10
11 Q. 320 MR. O'NEILL: Yes. And rejected.
12
13 The account, as you understand it, Mr. Ahern, given by Mr. O'Connor in relation
14 to the payment is that it's his understanding that the payment was one which
15:30:04 15 was made as a political donation to your constituency operation on the basis
16 that, that was the request put to him by Mr. Des Richardson. You understand
17 that to be what he says?

18 A. Yeah, I do, I understand that.

19 Q. 321 I accept of course that you don't accept that that necessarily took place
15:30:26 20 because you weren't present, you don't know what took place between
21 Mr. Richardson and Mr. O'Connor, save what Mr. Richardson told you which is one
22 account of events and what you've learnt from Mr. O'Connor, which is another
23 account of events, isn't that right?

24 A. Exactly.

15:30:43 25 Q. 322 But if we take Mr. O'Connor's account of events, he understood that this was a
26 payment which was being requested from his firm NCB Stockbrokers, and he had a
27 belief, whether it was founded on what was said by Mr. Richardson or otherwise,
28 he is unclear but that other stockbrokers were having similar requests made of
29 them and that competition being as it is, that was one of the influencing
15:31:15 30 factors in his determination as managing director of NCB Group to make a 5,000

- 15:31:22 1 pounds payment, you understand that's what he says?
- 2 A. I understand.
- 3 Q. 323 Yes. And in support of the payments which were made on the basis of it being
4 an NCB payment rather than it being a personal payment, you know that the
15:31:40 5 cheque which found itself through the albeit, convoluted system of bogus
6 invoicing, was a cheque written by NCB group to Euro Workforce in the sum of
7 6,050 pounds, isn't that so?
- 8 A. That's correct.
- 9 Q. 324 Right. At that time obviously if Mr. O'Connor's account of events is correct,
15:32:06 10 other persons may well have been requested to make similar 5,000 pounds
11 contributions towards your funds, isn't that right?
- 12 A. In relation to getting to -- in relation to getting the ... the funds for Gerry
13 Brennan?
- 14 Q. 325 No. If Mr. O'Connor's version of events is correct, that he believed that the
15:32:29 15 request was being made of him as one as the head of a firm of stockbrokers and
16 that similar requests were being made of up to four others, so as to raise in
17 total the sum of 20,000 or thereabouts to meet the expenses of the O'Donovan
18 Rossa Cumann, if that version was correct?
- 19 A. Right.
- 15:32:51 20 Q. 326 If you would expect that there would have been other payments by other firms on
21 the same basis, isn't that so?
- 22 A. Right.
- 23 Q. 327 Yeah. And I take it that you have conducted an exercise to establish whether
24 or not any further sums of 5,000 pounds were paid to Mr. Richardson or to you
15:33:17 25 in that period of time which could be attributed to a fundraising exercise not
26 for your personal use but rather for your political use, isn't that right?
- 27 A. That's correct but if --
- 28 Q. 328 Right.
- 29 A. -- NCB Stockbrokers have made contributions to the O'Donovan Rossa fund. But
15:33:36 30 whenever NCB Stockbrokers made a contribution to O'Donovan Rossa funds they

15:33:42 1 paid NCB cheque they paid on a straight up NCB cheque and sent that cheque in
2 to the O'Donovan Rossa. They have supported the Kilmainham do and any time
3 they do it, they send and Padraic O'Connor has attended and other people from
4 NCB and they attend and they make that contribution. So there is no, there is
15:34:02 5 nobody would -- there is nobody that I know of that has gone around such a
6 complicated method of paying a contribution to any of our funds in such a way.

7 Q. 329 Yes. Or indeed to make any personal payment to you in such a complicated
8 method?

9 A. No.

15:34:20 10 Q. 330 As we have seen, whether it be personal or whether it be political, whatever
11 convolutions went through this, they are on their face, inexplicable if it was
12 intended to be either A, a simple political donation or B, a straight forward
13 personal payment to you, isn't that right? The same considerations apply?

14 A. Yes because if it was Padraic O'Connor. Well Padraic O'Connor had made no
15:34:45 15 other contribution to me. Padraic O'Connor, that was the only one that I
16 thought. Well he said it wasn't a personal one.

17 Q. 331 Yes.

18 A. But NCB made a number and when NCB made contributions they always made them
19 through NCB.

15:35:00 20 Q. 332 Yes. My query which started this, was whether or not it is the case that any
21 other firm of stockbrokers to your knowledge paid you 5,000 pounds at this
22 time?

23 A. In recently you sent me a letter on that which we're examining. But when I've
24 been trying to check that to give you the full information on it and the
15:35:21 25 individual who is dealing with the house account has been away in the United
26 States but we did get a cheque in the election campaign of 1992, the General
27 Election campaign of 1992 where Davy Stockbrokers made unsolicited contribution
28 of 5,000 pounds on a Davy's cheque with a Davy's compliments slip and a Davy's
29 letter into the General Election account.

15:35:51 30 Q. 333 I see.

- 15:35:52 1 A. Of 1992. Or into the house account of 1992.
- 2 Q. 334 The house account.
- 3 A. Yes.
- 4 Q. 335 I'll get to that because that is on a different year. But I'm talking about
- 15:36:03 5 the period --
- 6 A. Because when I got the letter. I checked with the people and that is the only.
- 7 In the election campaign of 1992 Davy's made a 5,000 pounds. But that's the
- 8 only other stockbroker that I can find.
- 9
- 15:36:17 10 CHAIRMAN: What do you mean by a "house account"?
- 11 A. The house account is effectively the house committee which run some of the
- 12 functions and run the election campaign, they, they collect the money to run
- 13 the campaign.
- 14
- 15:36:30 15 CHAIRMAN: Has that account a name?
- 16 A. It's either the building trust or the house account. But it's the ... the
- 17 individual account's in the name of Tim Collins at that particular time and the
- 18 cheque was lodged into that. But it was the General Election campaign of 1992.
- 19 Q. 336 MR. O'NEILL: I'll get to that, if I can, in a moment Mr. Ahern. But what I
- 15:36:53 20 was asking you was in connection with Mr. O'Connor's payment which is made at
- 21 the end of 1993.
- 22 A. Yes.
- 23 Q. 337 Right. In 1993, did you carry out any search of your accounts to see whether
- 24 or not there was any other payment from a firm of stockbrokers in and around
- 15:37:10 25 1993. Let's say the calendar year '93/'94 in a sum of 5,000 pounds because
- 26 obviously if there was it would lend some support to Mr. O'Connor's contention
- 27 that this amount of money 5,000 pounds was being sought from others, do you
- 28 understand?
- 29 A. Yes well that's the only one I know about. It's not to say. Because I don't.
- 15:37:33 30 I don't take an active part in, I look after the constituency account. The

15:37:38 1 straight forward constituency account. I do not look after the constituency
2 account or the house account.

3 Q. 338 The you opened an account with the Irish Permanent building society on the 28th
4 I think it was of. Sorry, 31st of January 1994. Page 25283, please. If we
15:38:06 5 can turn that. You remember that account?

6 A. Yes.

7 Q. 339 We looked at this document earlier. The first item that's lodged to that
8 account, Mr. Ahern, is a sum of 2,500 pounds, isn't that so?

9 A. Correct.

15:38:23 10 Q. 340 And that lodgement was made by cheque. You see CHQ?

11 A. Yes.

12 Q. 341 Cheque.

13 A. Yes.

14 Q. 342 And the information in relation to that account has been furnished by Irish
15:38:35 15 Permanent building society, page 25279. And if we go down to the second ...
16 almost last paragraph sorry. And enlarge that. On the 31st of January 1994,
17 cheque lodgement 2,500. "We attach herewith copy of the lodgement docket which
18 shows that this cheque was in the sum of 5,000 pounds. At the time of the
19 transaction 2,500 pounds was lodged to the account and 2,500 pounds in cash was
15:39:04 20 given". If we can turn to the next page.

21
22 "2,500 pounds was given to the person who made the transaction. We are unable
23 to locate a copy of the cheque. On the same day 2,500 pounds cash was lodged
24 to the account number given and we attach a copy of the lodgement docket".

15:39:26 25
26 So that can you recollect and I take it this is a particular account that has
27 been queried of you since the Tribunal commenced its inquiries of you. Can you
28 remember what the source of the 5,000 pounds cheque was that you used to open
29 this account by depositing 2,500 pounds in the account and taking the balance
15:39:50 30 in cash and then opening another account within the branch which is called a

- 15:39:55 1 cash account for 2,500. Can you recollect what that is, please?
- 2 A. Not without checking because when we did, that was an account I discovered and
- 3 I gave the details of what was on that account. But without checking I can't
- 4 remember.
- 15:40:08 5 Q. 343 But in fact you have checked and detailed cheques have been carried out not
- 6 only in order to respond to the Tribunal's inquiries in 2006, but also in
- 7 relation to your dealings with the Revenue Commissioners, isn't that right?
- 8 A. Yes.
- 9 Q. 344 Yes. And if we look at document 252 --
- 15:40:29 10 A. At the very end. Sorry, Mr. O'Neill. As I understand it on that account back
- 11 -- the letter that you showed there was 2005.
- 12 Q. 345 Yes.
- 13 A. As best I can recollect, we went through all of those items and tried to get
- 14 whatever back up papers were in the building society. So you would have those
- 15:40:47 15 papers. But subject to checking I don't remember what we found on that.
- 16 Q. 346 But there aren't papers to back it up. There is the documentation --
- 17 A. There is a lodgement docket presumably with the details.
- 18 Q. 347 Lodgement docket. The cheque for 5,000 pounds which was translated into this
- 19 transaction is no longer available from the building society. So we don't know
- 15:41:07 20 who it was who contributed the 5,000 pounds which was lodged a month after the
- 21 donation was made to you of 5,000 pounds of Mr. O'Connor's, isn't that so?
- 22 A. Okay.
- 23 Q. 348 Now, turning your mind to that.
- 24
- 15:41:24 25 MR. MAGUIRE: Sorry, Chairman. It's a question, Chairman. I wonder would the
- 26 Tribunal would indicate when this document and the other recent documents have
- 27 been circulated to us. We don't appear to have them.
- 28
- 29 MR. O'NEILL: If we just revert back to the page earlier.
- 15:41:43 30

15:41:43 1 MR. MAGUIRE: 25280 is this particular -- the last one we seem to have is 25278
2 the last circulated document to us. And then we go back, after that 25309.
3 And 25331 and 25333. Sorry. 25331 and 25332 we got this morning.
4

15:42:13 5 CHAIRMAN: Well are you saying, Mr. Maguire, that you don't have 25279?
6

7 MR. MAGUIRE: Sorry. 25279. No. No, Chairman, we don't seem to have. I'm
8 asking the question as to when it was circulated to us?
9

15:42:27 10 CHAIRMAN: Well I don't know whether we can give a precise date. Is it
11 possible?
12

13 MR. O'NEILL: I'm not sure that I can at the moment. I think, I will come
14 back to it.

15:42:38 15 JUDGE KEYS: Do you want to see it. They may want a copy of it.
16
17

18 MR. O'NEILL: Yes, I can provide a copy.
19

15:42:50 20 MR. MAGUIRE: I'm sorry. If the matter is to be dealt with we'd obviously want
21 time to consider it. I just want to ...
22

23 MR. O'NEILL: This is a transaction which took place on the 31st of January of
24 1994, it has been examined in detail by Mr. Ahern's accountant, Mr. Peelo, and
15:43:08 25 has been the subject of two letters from Mr. Peelo to the Revenue in which he
26 sets out the explanation insofar as there is one for these two lodgements.
27

28 So my questioning is not dependent upon this letter. It is clear from the next
29 two references to which I intend to make reference, that Mr. Peelo has
15:43:33 30 considered these two documents in the context ...

15:43:35 1 MR. MAGUIRE: Sorry, Chairman, just to put on the record, we don't appear to
2 have been circulated with the document. It was as you will beware not a matter
3 that was referred on Mr. O'Neill's opening on the 20th of November.

15:43:49 5 CHAIRMAN: All right. Well I think the solution is. It's nearly a quarter to
6 four. I think if we leave. Obviously, this will have to. We'll have to
7 return to this and other matters after Christmas. So if we adjourn now and
8 obviously the solicitors for Mr. Ahern and for the Tribunal will have to see if
9 they can agree a date. I understand Mr. Ahern isn't available in January but
15:44:20 10 we can sort something out. All right?

11

12 MR. MAGUIRE: Yes, Chairman.

13

14 CHAIRMAN: So we'll adjourn then for the time being. All right?

15:44:31 15

16 JUDGE KEYS: Documentation can be given over.

17

18 CHAIRMAN: And we wish everybody a happy Christmas, including Mr. Ahern

19 A. And if I can, Chairman, and to the Judges and to the Tribunal legal team and my
15:44:42 20 own legal team. Thank you.

21

22 MR. O'NEILL: Many happy returns.

23 A. Thank you.

24

15:45:24 25

THE TRIBUNAL THEN ADJOURNED UNTIL THE NEW YEAR

26

27

28

29

30