

10:03:34 1 **THE TRIBUNAL RESUMED AS FOLLOWS ON TUESDAY,**

2 **22ND JANUARY 2008, AT 10:00 A.M:**

3

4 MS. DILLON: Good morning, Sir. Mr. Dunlop, please.

10:14:35 5

6 **MR. FRANK DUNLOP, HAVING BEEN SWORN, WAS QUESTIONED**

7 **BY MS. DILLON AS FOLLOWS:**

8

9 CHAIRMAN: Good morning Mr. Dunlop

10:14:43 10 A. Good morning, Chairman, Judges.

11

12 MS. DILLON: Good morning, Mr. Dunlop

13 A. Good morning, Ms. Dillon.

14 Q. 1 I propose now to resume your evidence, Mr. Dunlop.

10:14:53 15 In October of 1992, which was the point that which had arrived at before which
16 we came to consider the issues of the alterations to your diary and the issue
17 in relation to 'big one', 'big one', which we have been dealing with on the
18 last number of days?

19 A. Yes.

10:15:07 20 Q. 2 Before we do, there is one matter that I want to put to you. It's a matter
21 that was already dealt with, at 24347. And this is the issue in relation to
22 Mr. Peter Brady and Mr. Gerry Leahy. At the time, Mr. Dunlop, when you gave
23 your evidence in relation to this matter, Mr. O'Callaghan's statement hadn't
24 then been provided to the Tribunal and it was provided shortly thereafter. So
25 this is the first opportunity I have had to put the contents of this statement
26 to you and see do you agree with Mr O'Callaghan's recollection of matters in
27 relation to Mr Leahy and Mr Brady.

28 And you will remember Mr Dunlop in relation to Mr Leahy and Mr Brady that your
29 evidence was that you were advised by Ms Ridge that the appropriate person to
30 go to seek to influence Peter Brady was Mr. Leahy and you had outlined then

10:15:57 1 your recollection of the arrangement or understanding that you believed existed
2 between Mr. O'Callaghan and Mr. Leahy which differed from Mr. Leahy, isn't that
3 right?

4 A. That's correct, yes.

10:16:09 5 Q. 3 And the statement that's on screen is a statement of the 9th of November 2007
6 and it is headed "Re: Gerard Leahy, Peter Brady" and Mr O'Callaghan says
7 there were at the time of the Quarryvale proposals 7 councillors in the
8 Lucan/Clondalkin area as follows.

9 Colm McGrath, Colm Tyndall, Therese Ridge, John O'Halloran, Finbar Hanrahan,
10 A. Gus O'Connell and Peter Brady, isn't that right?

11 A. That's correct.

12 Q. 4 Now, I think that in the next paragraph "Peter Brady was a Fine Gael councillor
13 and was more on the Lucan side. Generally the Lucan people did not support
14 Liffey Valley. Peter Brady's problems specifically was the talk of 1.5 million
15 square feet and 1,000 houses in Liffey Valley itself which he feared would
16 decimate Lucan. The other Fine Gael Councillor was Therese Ridge. She could
17 not ease Peter Brady's mind because both of these talked up features of the
18 development i.e. 1.5 million square feet and 1,000 houses in the Liffey
19 Valley".

10:17:02 20 Was that your understanding of the problem with the proposed Quarryvale
21 development?

22 A. In general terms, my view was that Mr. Brady had a difficulty with the
23 Quarryvale Development because of its impact, whatever that would be, on Lucan.
24 And I think Mr. Brady had, he was in accord with the view, for example, of the
25 Lucan traders.

26 Q. 5 In the next paragraph Mr. O'Callaghan states.

27 "Gerard Leahy helped to get Peter Brady elected and was to some extent his
28 mentor. Therese Ridge told me that the only person that could speak to Peter
29 Brady was Gerard Leahy".

10:17:37 30 Does that accord with your recollection?

- 10:17:40 1 A. Yes. In the context of Ms. Ridge telling me that of the association between --
2 of the association between Gerard Leahy and Peter Brady.
- 10:17:57 3 Q. 6 This statement suggests that Ms. Ridge also told Mr. O'Callaghan?
- 4 A. Yes, it does.
- 10:18:09 5 Q. 7 Isn't that right?
- 6 A. Yes.
- 7 Q. 8 Yes. Now, in the next paragraph.
8 "I went to see Gerard Leahy with Frank Dunlop. Gerard Leahy said that he would
9 talk to Peter Brady and introduce me to him. He asked me about whether he
10 could undertake any work on the auctioneering side of Liffey Valley. I told
11 Gerard Leahy that I would consider talking to him about Liffey Valley but on
12 the residential side only. He could not have handled the commercial side. He
13 couldn't have dealt with UK surveyors with whom we were dealing". Does that
14 accord with your recollection of the discussion between Mr. O'Callaghan and Mr.
10:18:28 15 Leahy on this topic?
- 16 A. Yes, I can't account for Mr. O'Callaghan's specificity in relation to
17 residential vis-a-vis commercial but in general terms, as I gave evidence on
18 this matter previously, the -- whatever discussion took place between Mr.
19 O'Callaghan and Mr. Leahy in my presence arose out of Mr. Leahy undertaking to
10:18:54 20 do something with Peter Brady and being recompensed in some fashion or other in
21 return in relation to commercial activity.
- 22 Q. 9 Yes. In fact, Mr. Leahy is understanding from the documentation that was
23 created at the time appeared to suggest that Mr. Leahy believed that he had a
24 concluded agreement?
- 10:19:14 25 A. Yeah.
- 26 Q. 10 With Mr. O'Callaghan but that was not your recollection?
- 27 A. Absolutely not.
- 28 Q. 11 Mr. Dunlop, according to your evidence, you had no recollection of such a
29 concluded agreement and the furthest you could put the matter as I recollect it
10:19:28 30 was that Mr. O'Callaghan would consider or have discussions with Mr. Leahy into

- 10:19:31 1 the future?
- 2 A. Correct.
- 3 Q. 12 So that insofar as your recollection accords, it appears to accord with what
- 4 Mr. O'Callaghan is saying in this statement and presumably will tell the
- 10:19:41 5 Tribunal when he comes?
- 6 A. Yes.
- 7 Q. 13 And therefore you don't agree with Mr. Leahy that there was any concluded
- 8 agreement that Mr. Leahy would be appointed the auctioneer for some or other or
- 9 any part of the Quarryvale development?
- 10:19:52 10 A. No, no, I have given evidence to that effect and that is my recollection of
- 11 matters. There was no such agreement.
- 12 Q. 14 But you do agree that Mr. Leahy did agree to exert influence on Mr. Peter Brady
- 13 for the purpose of ensuring Mr. Brady supported Quarryvale as a result of his
- 14 conversation with Mr. O'Callaghan and yourself?
- 10:20:09 15 A. Oh, yes Mr. Leahy undertook to speak to Mr. Brady yes.
- 16 Q. 15 The next page. 24348 please. "Gerard Leahy did introduce me to Peter Brady.
- 17 I told Peter Brady that we would limit Liffey Valley to 500,000 square feet and
- 18 I undertook not to consider putting a single house down the Liffey Valley. He
- 19 begrudgingly supported us in these circumstances. Gerard Leahy was
- 10:20:28 20 subsequently taken on by Gunne's Estate Agents. Gunne's sued us in relation to
- 21 what Gerard Leahy perceived to be a promise that I had made in connection with
- 22 certain auctioneering work with Liffey Valley. These proceedings were never
- 23 pursued" isn't that right?
- 24 A. Yes.
- 10:20:42 25 Q. 16 So there Mr O'Callaghan is acknowledging that there were proceedings instituted
- 26 and that Mr Leahy perceived that there had been a concluded agreement between
- 27 himself and Mr. Leahy, isn't that right?
- 28 A. Correct.
- 29 Q. 17 Right. But Mr. O'Callaghan, like yourself Mr. Dunlop's, recollection of the
- 10:20:58 30 agreement with or the discussions with Mr. Leahy are that no actual promise was

10:21:04 1 made to Mr. Leahy to provide him with any work in relation to this but that Mr.
2 Leahy did agree to speak to Mr. Peter Brady.

3 A. And Mr. O'Callaghan did undertake to speak to Mr. Leahy in subsequent, at a
4 subsequent time in due course and that that was the generality of the
10:21:22 5 conversation.

6 Q. 18 If I can move on now to deal with the events of October 1992, Mr. Dunlop.
7 First can I show you at 24719. This is a document that has extrapolated from
8 your diaries. A list of the meetings with -- first of all meetings and then
9 second of all telephone contacts that are recorded so as to save the necessity
10 of going through all of those entries individually. Though it will be
11 necessary for us to look at some but certainly not all of them. And you will
12 have been circulated with these summaries Mr. Dunlop?

13 A. Yes.

14 Q. 19 And in general do they accord with your recollection of the amount of times
10:22:10 15 that you had telephone contact with certain people and the number of meetings
16 that you had?

17 A. Yes.

18 Q. 20 And I think it would be fair to say Mr. Dunlop that in both your telephone
19 records and in your diary records at this period in time, which is October and
10:22:23 20 November of 1992, there is an increase in activity involving yourself and the
21 councillors and Mr. O'Callaghan, isn't that right?

22 A. That's correct, yes.

23 Q. 21 Now, for example in your telephone contacts in October 1992 you had 18
24 telephone calls recorded from Mr. Tom Hand, 12 from Mr. Ambrose Kelly, 10 from
10:22:44 25 Mr. Tim Collins and nine from Mr. O'Callaghan and six from Mr. Don Lydon, isn't
26 that right?

27 A. That's correct.

28 Q. 22 And you had three from Mr. GV Wright. Five from Mr. Liam Creaven, four from
29 John O'Halloran and six from Colm McGrath and six from Therese Ridge, isn't
10:22:59 30 that right?

- 10:23:00 1 A. Correct.
- 2 Q. 23 Now, you had meetings with a lot of councillors in October 1992. But in
3 particular you had five with Tom Hand. Two with Mr. Don Lydon. Two with
4 Therese Ridge and nine with Mr. O'Callaghan. And then you had a number of
10:23:14 5 individual meetings, isn't that right?
- 6 A. That's correct.
- 7 Q. 24 And the balance of those can be seen at 24720. And included in the meetings
8 that are recorded which is, which continues in October 92 with Mr Finbar
9 Hanrahan, Ms. Marian McGennis and Mr. John O'Halloran, isn't that right?
- 10:23:31 10 A. Yes, correct.
- 11 Q. 25 Now, insofar as those meetings are concerned, there is only one or two
12 particularly that I want to draw to your attention and ask you about Mr.
13 Dunlop. And can I show you 8101. And in particular I want to draw to your
14 attention the meetings on the 2nd of October?
- 10:23:55 15 A. Yeah.
- 16 Q. 26 With Mr. Don Lydon and Mr. Tom Hand?
- 17 A. Yes.
- 18 Q. 27 And if I can show you 8102. Which were your redacted diaries for the 2nd of
19 September and you will see there that you had identified those two meetings
20 with Mr. Lydon and Mr. Hand on the 2nd as being Quarryvale related?
- 21 A. Yes.
- 22 Q. 28 So that when you were making your first disclosure to the Tribunal of matters
23 relating to Quarryvale you disclosed these two meetings as being Quarryvale
24 related, isn't that right?
- 10:24:32 25 A. Correct, yes.
- 26 Q. 29 Now when you came to give evidence in Ballycullen, Beechill, Mr. Dunlop?
- 27 A. Yes.
- 28 Q. 30 You identified those two meetings at 8101 with Mr. Lydon and Mr. Hand as being
29 the occasions of which you paid Mr. Lydon and Mr. Hand for their support in
10:24:52 30 connection with the Ballycullen development. Do you remember giving that

- 10:24:55 1 evidence?
- 2 A. That's correct, yes.
- 3 Q. 31 Now what I want to ask you then arising out of that. Is how is it that you
- 4 were on one hand and one occasion identifying those meetings as being
- 10:25:04 5 Quarryvale related meetings and then subsequently you informed the Tribunal
- 6 that you had paid Mr. Lydon and you had paid Mr. Hand in connection with their
- 7 support for Ballycullen on the 2nd of October?
- 8 A. Yes. I can't recollect specifically the detailed remit of the order but
- 9 certainly in the redacted diaries a submission to the Tribunal related to
- 10:25:31 10 contact that I had with politicians in relation to Quarryvale, which I had had
- 11 with Tom Hand and Don Lydon in the specificity in relation to the payments to
- 12 both Tom Hand and Don Lydon in relation to Ballycullen. That came up in the
- 13 Ballycullen Module but in response to the order in relation to, if there was an
- 14 order, I can't recollect correctly now but I mean in relation to the redacted
- 10:25:56 15 diaries, my ... my orientation was to list all those people that I had had
- 16 contact with during Quarryvale.
- 17 Q. 32 That in fact, Mr. Dunlop, is not correct?
- 18 A. Uh-huh.
- 19 Q. 33 Because when we come to look at the events of November 1992 we will see?
- 10:26:16 20 A. Yeah.
- 21 Q. 34 That you did not disclose any of the meetings at which you say you paid
- 22 councillors in connection with Quarryvale in your redacted diaries?
- 23 A. Correct.
- 24 Q. 35 Right. Now, so that therefore --
- 10:26:27 25 A. But contact with councillors.
- 26 Q. 36 Yes. And in dealing with contact with councillors?
- 27 A. Yes.
- 28 Q. 37 When you come to deal with your diary in November '92 the following month when
- 29 you meet Mr. Rabbitte and you meet with those councillors?
- 10:26:40 30 A. Yes.

- 10:26:40 1 Q. 38 You did not provide those contacts as being Quarryvale related to the Tribunal
2 when you made your first disclosure?
- 3 A. That's correct.
- 4 Q. 39 Right. So therefore a process took place Mr. Dunlop in your mind at least when
10:26:51 5 you considered your diaries for the purpose of complying with the order as to
6 those meetings you would redact and those meetings you would disclose, isn't
7 that correct?
- 8 A. That is probably correct, yes.
- 9 Q. 40 So when you came to consider this meeting of the 2nd of October 1992 your
10:27:06 10 original disclosure to the Tribunal indicated that these were Quarryvale
11 related meetings, isn't that right?
- 12 A. Yes because I had had contact with both those in relation to Quarryvale.
- 13 Q. 41 Yes. But specifically you did exclude subsequently certain meetings with
14 councillors that now you say are Quarryvale related but you had excluded those
10:27:26 15 from consideration by the Tribunal, isn't that right?
- 16 A. Yes.
- 17 Q. 42 Right. So that when you looked at this entry for the purposes of apparently
18 complying with the Tribunal's order you had to make a decision as to whether
19 Mr. Lydon and Mr. Hand's contact with you or your contact with them on the 2nd
10:27:41 20 of October was related to Quarryvale, isn't that right?
- 21 A. Yes but I knew I had had contact with both of them in relation to Quarryvale.
22 They were two very key supporters.
- 23 Q. 43 In fact what happened on the 2nd of October 1992 Mr. Dunlop if your evidence in
24 the Ballycullen Beechill Module is correct is you paid 2,000 pounds to
10:28:00 25 Mr. Lydon and to Mr. Hand in connection with their support for Ballycullen
26 Beechill, isn't that correct?
- 27 A. That's correct yes.
- 28 Q. 44 And I suggest to you if that in fact happened as you described in your prior
29 evidence and then the only topic of conversation between Mr. Lydon and Mr. Hand
10:28:13 30 and you on that occasion was the discussion in relation to Ballycullen Beechill

- 10:28:18 1 and the payment for their support?
- 2 A. That was certainly the primary issue, yes.
- 3 Q. 45 And therefore it was not a situation where you would have been discussing
- 4 Quarryvale with them, isn't that right?
- 10:28:29 5 A. Well it would not have been the primary issue but I would not discount the
- 6 probability that Quarryvale was mentioned because Quarryvale was an ongoing
- 7 issue.
- 8 Q. 46 I suggest to you, Mr. Dunlop, that it's inconsistent that you would tell the
- 9 Tribunal that the purpose of the meetings with Mr. Lydon and Mr. Hand is to
- 10 discuss Quarryvale on one occasion. And on a second occasion you tell the
- 11 Tribunal that what in fact happened at those meetings was that you paid
- 12 Mr. Lydon and Mr. Hand money for their support in connection with Ballycullen
- 13 Beechill?
- 14 A. Yes, I don't regard it as unduly inconsistent. I see the point that you're
- 10:29:05 15 making. I have given evidence in relation to Ballycullen Module in relation to
- 16 the 2nd of October 1992 and meeting these two gentlemen and what I said stands.
- 17 What I will not discount is the possibility that Quarryvale was discussed with
- 18 either of them -- with either or both of them on that occasion.
- 19 Q. 47 When you came, Mr. Dunlop, to provide information to the Tribunal as to matters
- 10:29:33 20 that you said were connected with Quarryvale?
- 21 A. Yeah.
- 22 Q. 48 You reviewed your diaries for the purpose of providing the information to the
- 23 Tribunal isn't that right.
- 24 A. Yes, yeah.
- 10:29:42 25 Q. 49 And in your initial review of the diaries you excluded some entries as not
- 26 being Quarryvale related?
- 27 A. Yes.
- 28 Q. 50 Or matters that you weren't disclosing to the Tribunal, isn't that right?
- 29 A. Correct.
- 10:29:52 30 Q. 51 But this one you decided at that time was Quarryvale related?

- 10:29:55 1 A. Yes.
- 2 Q. 52 And I am suggesting to you that if as you have told the Tribunal in sworn
3 evidence you in fact made two payments one to Mr. Lydon and one to Mr. Hand on
4 this occasion then this wasn't Quarryvale related. It was related to
10:30:08 5 Ballycullen?
- 6 A. It was related to Ballycullen certainly. As per the evidence that I gave in
7 the Ballycullen Module and as per the statement that I have made to you just
8 now.
- 9 Q. 53 And can I show you another diary entry specifically that I want to ask you
10 about at 8179. Now, and again on this, sorry I beg your pardon. 8179.
- 11 A. Who is that?
- 12 Q. 54 Now, here, Mr. Dunlop, I want to draw to your attention first to the entries on
13 the 7th of October 1992. And at 11 you have an entry OOC to W Murray?
- 14 A. Yes.
- 10:30:52 15 Q. 55 Now that I assume relates to Mr. O'Callaghan?
- 16 A. Yes it does.
- 17 Q. 56 And it refers to bringing Mr. O'Callaghan to Mr. Murray or a meeting between
18 Mr. O'Callaghan and Mr. Murray?
- 19 A. Willie Murray.
- 10:31:03 20 Q. 57 Yes and Willie Murray was then the Deputy Planning Officer for Dublin County
21 Council?
- 22 A. Correct.
- 23 Q. 58 And that was a Quarryvale related matter?
- 24 A. Absolutely.
- 10:31:11 25 Q. 59 And in the information that you provided to the Tribunal at 8180. In relation
26 to the 7th of September -- October '92 you have redacted out the entry for Owen
27 O'Callaghan and Willie Murray, isn't that right?
- 28 A. Yes, uh-huh.
- 29 Q. 60 And the information you are providing to the Tribunal in these redacted diaries
30 was Quarryvale connected information, isn't that right?

- 10:31:37 1 A. Correct yes.
- 2 Q. 61 Why you did you redact out the entry about Mr. O'Callaghan going to Willie
- 3 Murray?
- 4 A. That I cannot say other than in circumstances that I am paying attention in the
- 10:31:47 5 main, in the main, to contacts with political representatives.
- 6 Q. 62 Okay. You see if we go back. Could we possibly have the two entries side by
- 7 side. That's at 8179 for the 7th and at 8180 for the 7th. If we could just
- 8 have the two pages together. 8179 and 8180. No, I think it can be seen
- 9 Mr. Kavanagh thank you. What I want to draw to your attention about the
- 10:32:53 10 entries for the 7th and the exercise that you conducted initially Mr. Dunlop?
- 11 A. Yep.
- 12 Q. 63 Is the entry at "11 o'clock, OOC to Willie Murray" had to be Quarryvale
- 13 connected and you deleted it, isn't that right?
- 14 A. I have no doubt that it was Quarryvale related, yes.
- 10:33:07 15 Q. 64 At 5.30 you have an entry P Fly which you accept is an entry for P Flynn and
- 16 brackets OOC and you accept OOC is a reference to Mr. O'Callaghan and you
- 17 deleted that also?
- 18 A. Yes.
- 19 Q. 65 On the 7th of October 1992 when you provided information to the Tribunal first
- 10:33:24 20 you deleted a reference showing that Mr. O'Callaghan had gone to see the Deputy
- 21 Planning Officer in October 92 and you deleted a reference that suggested a
- 22 contact between Mr. Padraig Flynn and Mr. O'Callaghan?
- 23 A. Yes.
- 24 Q. 66 Why?
- 10:33:37 25 A. Well first of all I don't, I certainly didn't attend the meeting with
- 26 Mr. O'Callaghan in relation to Padraig Flynn. I may well have set it up but I
- 27 don't believe it was Quarryvale related. I'm not absolutely 100 per cent
- 28 certain that it was Quarryvale related but certainly Mr. O'Callaghan wanted to
- 29 speak to Mr. Flynn or Mr. Flynn wanted to speak to Mr. O'Callaghan and I was
- 10:34:02 30 the intermediary in establishing the meeting as I recollect matters.

- 10:34:07 1 Q. 67 Was Mr. O'Flynn then the Minister for the Environment?
- 2 A. He was.
- 3 Q. 68 What I am asking you Mr. Dunlop is why it is that you elected or made the
- 4 decision to delete from consideration by the Tribunal the information that Mr.
- 10:34:19 5 O'Callaghan had gone to see the Deputy Planning Officer of Dublin County
- 6 Council and that on the same day there was some contact between the then
- 7 Minister for the Environment and Mr. O'Callaghan.
- 8 A. Yes well in relation to the first one. I've said quite clearly that I really
- 9 genuinely and sincerely believe that that meeting with Willie Murray related to
- 10:34:39 10 Quarryvale. Why I deleted it I was probably paying particular attention to
- 11 elected representatives as I said to you. In relation to Padraig Flynn, I
- 12 don't, I don't recollect any contact between Mr. O'Callaghan and Mr. Flynn.
- 13 Certainly no contact between myself and Mr. Flynn in relation to Quarryvale and
- 14 I don't recollect any report from Mr. O'Callaghan in relation to any meeting
- 10:35:06 15 that he had with Mr. Flynn in relation to Quarryvale.
- 16 Q. 69 So in fact what you did Mr. Dunlop when you considered your diaries for the
- 17 purpose of making the deletions is you made a valued judgement on whether or
- 18 not the material came in your view?
- 19 A. In my view, yes.
- 10:35:21 20 Q. 70 In your view within what the Tribunal was entitled to see, isn't that right?
- 21 A. Yes.
- 22 Q. 71 Now your only business dealings with Mr. O'Callaghan related to Quarryvale,
- 23 isn't that right, at this time?
- 24 A. 1992, yes.
- 10:35:32 25 Q. 72 Isn't that right because your only other business dealing with Mr. O'Callaghan
- 26 didn't happen until 94/95, isn't that right?
- 27 A. Correct, yes.
- 28 Q. 73 So that every single entry I suggest to you to do with Mr. O'Callaghan in your
- 29 diaries should have been disclosed?
- 10:35:45 30 A. If the compass, if it fell within the compass of the order yes I would accept

- 10:35:51 1 that yes.
- 2 Q. 74 And again on the 8th of October do you see an entry "OOC to organise"?
- 3 A. Where are we Ms. Dillon? Yes.
- 4 Q. 75 And then it says B Cass, L Lohan, H Keogh, F Hanrahan?
- 10:36:16 5 A. Yes.
- 6 Q. 76 What does that entry mean?
- 7 A. That either means well logically, looking at it logically it means that Owen
- 8 O'Callaghan is to organise meeting with Helen Keogh and Finbarr Hanrahan.
- 9 Q. 77 Uh-huh. And did Mr. O'Callaghan in October 92 organise meetings with Ms. Cass
- 10:36:42 10 Mr. Lohan and Helen Keogh and Finbarr Hanrahan?
- 11 A. At this stage I don't believe that Mr. O'Callaghan organised any meetings with
- 12 any public representatives without my so organising.
- 13 Q. 78 And there is also an entry beneath that "Don L to call"?
- 14 A. Yes.
- 10:36:59 15 Q. 79 Right. And if you look back at the evening of the 7th at 7:15 there is an
- 16 entry?
- 17 A. Yes.
- 18 Q. 80 That says "call to Don L"?
- 19 A. Yes.
- 10:37:09 20 Q. 81 Right. And there has been evidence in relation to this previously and I think
- 21 it is to the effect that you had never called to Mr. Lydon's home and I think
- 22 Mr. Lydon agrees with that?
- 23 A. I don't know where Mr. Lydon -- I have a general idea but never been to
- 24 Mr. Lydon's home.
- 10:37:24 25 Q. 82 Although there is a telephone record giving you Mr. Lydon's then address?
- 26 A. Yes, correct.
- 27 Q. 83 Now what was that contact with Mr Lydon because it's disclosed by you as being
- 28 Quarryvale related?
- 29 A. It may well have, if it's disclosed it may well have been in relation to
- organising a meeting with Mr. O'Callaghan and myself in relation to Quarryvale

10:37:43 1 or asking Mr. Lydon what his position was in relation to Quarryvale. Though I
2 doubt it was very much the latter because we knew what Mr. Lydon's position in
3 relation to Quarryvale was.

10:37:56 4 Q. 84 And Mr. Lydon's position was supportive of Quarryvale?

10:37:56 5 A. Yes it was.

10:37:56 6 Q. 85 Isn't that right.

10:37:56 7 A. Yes.

10:38:09 8 Q. 86 And if you look at the entry for the 9th of October 1992 at 4:00 it says "OOC
9 to see F Hand"?

10:38:09 10 A. Sorry, yes, yes.

10:38:09 11 Q. 87 Right. And if that Mr. Finbarr Hanrahan?

10:38:09 12 A. Yes.

10:38:09 13 Q. 88 Does that mean that a meeting was arranged between Mr. Finbarr Hanrahan and Mr.
14 O'Callaghan for the 9th October 1992?

10:38:25 15 A. Yes, as I recall matters in relation to the relationship with Mr. Finbarr
16 Hanrahan though I knew Mr. Hanrahan and I met Mr. Hanrahan and I made a
17 contribution to Mr. Hanrahan, certainly a contribution to Mr. Hanrahan, but
18 that Mr. O'Callaghan went to see Mr. Hanrahan alone on a particular occasion
19 and I believe that that is that occasion in this instance and there was one
20 other occasion when Mr. O'Callaghan spoke to Mr. Hanrahan alone and that was in
21 between votes at Dublin County Council when he and Mr. Hanrahan walked up and
22 down O'Connell Street together.

10:38:57 23 Q. 89 Did Mr. O'Callaghan ever discuss with you what he had discussed with
24 Mr. Hanrahan?

10:39:08 25 A. No, other than to say that Mr. Hanrahan was very difficult.

26 Q. 90 Did he ever suggest to you that he was of the view that Mr. Hanrahan was
27 looking for money in connection with his support for Quarryvale?

28 A. He never suggested any -- he never suggested such directly. There were stories
29 circulating which slightly colours my recollection and my view on this matter.

10:39:35 30 There were stories circulating, hypocritical or otherwise, anecdotal or

10:39:43 1 otherwise, in relation to what had or had not taken place between Tom Gilmartin
2 and Mr. Hanrahan and others but Mr. O'Callaghan never specifically said to me
3 that after any meeting that he had with Finbarr Hanrahan. I can absolutely
4 tell you what he told me in relation to his meeting with Mr. Hanrahan after he
10:40:02 5 walked up and down O'Connell Street. He said that he wasn't open to it. In
6 relation to this particular meeting I have no recollection of Mr. O'Callaghan
7 coming to me and telling me that Mr. Hanrahan was looking for money.

8 Q. 91 What did Mr. O'Callaghan tell you had happened at the meeting between
9 Mr. Hanrahan and Mr. Gilmartin?

10 A. I'm not so sure that it was Mr. O'Callaghan was the one who ever told me about
11 any meeting that took place between Mr. Hanrahan and Mr. Gilmartin. I think
12 this was knowledge that developed as time went on. I think in fact the first I
13 ever heard of this was through Ambrose Kelly and I think I may well have raised
14 it with Mr. O'Callaghan at some stage. Sorry. I may well -- I did raise it
15 with Mr. O'Callaghan at some stage and Mr. O'Callaghan was relatively
16 non-committal about it but he did say that various incidents had taken place.

17 Q. 92 Did Mr. O'Callaghan recount to you that Mr. Gilmartin complained to him that
18 Finbarr Hanrahan had sought money?

19 A. Oh, certainly again I cannot be date specific about this but certainly at some
20 stage yes. Mr. O'Callaghan did confirm, in inverted commas, that what was
21 circulating in relation to what Mr. Hanrahan allegedly demanded from Mr.
22 Gilmartin at some meeting or other, that that in fact had occurred.

23 Q. 93 When you say that Mr.-- when you say that Mr. O'Callaghan, in inverted commas,
24 confirmed to you what do you mean by that?

25 A. I obviously asked him. I asked Mr. O'Callaghan. I cannot say when I did this
26 but I do have a recollection of raising this issue with Mr. O'Callaghan at some
27 stage during the course of my relationship with him. I cannot say when this
28 occurred but certainly in the circumstances where, as I say there was -- there
29 were stories circulating about what had or had not occurred and what had or had
30 not been demanded by Mr. Hanrahan and I believe I raised that matter with Mr.

- 10:42:10 1 O'Callaghan and Mr. O'Callaghan said that there was some incident or occurrence
2 at some stage and that there was -- Mr. Gilmartin had told him that there was a
3 demand for money.
- 10:42:32 4 Q. 94 And was it indicated to you or did Mr. O'Callaghan tell you that this demand
5 that Mr. Gilmartin told him had been made by Mr. Hanrahan arose after a meeting
6 that had taken place between Mr. Gilmartin and Mr. Hanrahan in Buswells Hotel?
- 10:42:57 7 A. I cannot absolutely say that that detail was told to me but obviously I do know
8 that because of all of the evidence that has been given but I certainly knew
9 that before evidence was given in this Tribunal because that was the
10 circulating comment that an incident had taken place in Buswells Hotel.
- 11 Q. 95 Yes. And I think in one of your private interviews in fact?
- 12 A. Yes.
- 13 Q. 96 Which hopefully I will have for you in a moment. You did recount to Mr.
14 Gallagher what you said Mr. O'Callaghan had told to you?
- 10:43:13 15 A. Yes.
- 16 Q. 97 Had told you about -- what Mr. O'Callaghan had told you about the incident in
17 Buswells Hotel, isn't that right?
- 18 A. Correct.
- 19 Q. 98 And I think that that was at a fairly early stage in when you were making
20 disclosure to the Tribunal, isn't that right?
- 21 A. That was in 2000.
- 22 Q. 99 In 2000?
- 23 A. May/June 2000.
- 24 Q. 100 Could I have page 17746, please. Yes, I think that at the bottom of the page
25 at question 287?
- 26 A. Yeah.
- 27 Q. 101 You see there "he used the phrase "always had the hand out" now this is a
28 reference to Mr. McGrath. And you answer "always had the hand out, yes and the
29 only other incident that I am aware of which was reported to me by Mr.
30 O'Callaghan", isn't that right?

10:44:27 1 A. Yes.

2 Q. 102 You don't say reported to you by Mr. Ambrose Kelly?

3 A. That's correct.

4 Q. 103 You say "reported to me by Mr O'Callaghan. Not reported to me in the sense
10:44:27 5 that it came up was that Finbarr Hanrahan had asked Gilmartin for 100 grand in
6 Buswells Hotel. Approximately can you remember, approximately when Mr.
7 O'Callaghan told you that had happened.

8 A: He would have told me that in the context of the walk around the block

9 Q: Yes, in December 1992

10 A: When Hanrahan>

11 Q: When there was a difficulty with O'Hanrahan?

12 A: Exactly yes. And when O'Callaghan suspected that the same moxie was going
13 on. I do not know whether it was. I never discussed it with O'Callaghan. He
14 kept well away from Hanrahan. I had one conversation on the telephone with
10:45:00 15 Hanrahan. I think I mentioned this to you in which he said something to the
16 effect, the words are important I know but something to the effect that "yes
17 nothing can be done for nothing"

18 A. Yeah..

19 "Q: that is what Hanrahan said?

10:45:13 20 A: yes

21 Q: Can you remind me where was he for the May 1991 vote. Is he on one of the
22 lists you have given us?

23 A: No he was not. He was on the list for a contribution as a General
24 Election candidate if memory serves me right".

10:45:26 25

26 All right? Now there are two things arising from that information that you
27 have provided to the Tribunal . In fact there are a number of things. The
28 first is that you identify Mr. O'Callaghan as the source of the information in
29 relation to Mr. Hanrahan, isn't that the position

10:45:39 30 A. Yes correct.

- 10:45:39 1 Q. 104 Not Mr. Ambrose Kelly.
- 2 A. Yeah. I had a discussion with Mr. Ambrose Kelly and with Mr. Liam Lawlor about
3 this issue. So there are three parties to this. Four. Myself, if you will
4 excuse me going first, Mr O'Callaghan, Mr. Ambrose Kelly and Mr. Liam Lawlor.
10:45:54 5 This was a matter that was of some discussion not among ourselves but among
6 others as well, among other councillors.
- 7 Q. 105 Yes. The question I had put to you Mr. O'Callaghan was that in this meeting
8 with the Tribunal?
- 9 A. Mr. Dunlop.
- 10 10:46:09 Q. 106 I beg your pardon. In this meeting with the Tribunal you had identified the
11 source of the information about the demand being made in Buswells Hotel of Mr.
12 Gilmartin by Mr. Hanrahan as being Mr. O'Callaghan, isn't that correct?
- 13 A. Yes, because I obviously asked him.
- 14 Q. 107 Yes. But you don't identify Mr. Ambrose Kelly as the source of the information
15 whom you had earlier today identified as the source of the information. Do you
16 understand the point I'm making?
- 17 A. I do exactly, yes.
- 18 Q. 108 Now you also identify the time at which you receive this information from
19 Mr. O'Callaghan, isn't that right?
- 10:46:38 20 A. Yes.
- 21 Q. 109 Yes. And you indicate that to the best of your belief at the time is that Mr.
22 O'Callaghan told you when he walked, after he walked Mr. Hanrahan around the
23 block which was the 17th of December 1992, isn't that right?
- 24 A. Yes.
- 10:46:51 25 Q. 110 And I will come to deal with the vote and all of that 17th of December. But at
26 that stage if it's correct, you would have known by the end of 1992?
- 27 A. Yes that's correct, yes.
- 28 Q. 111 That Mr. Gilmartin had complained to Mr. O'Callaghan that a demand for 100,000
29 Pounds had been made of him in Buswells Hotel, isn't that right?
- 10:47:11 30 A. Yes. As I said to you earlier I can't put to you specifically other than what

- 10:47:15 1 you've shown there in relation to the private session. I can't specifically
2 put a date on it as to when I asked Mr. O'Callaghan about this but certainly it
3 was a subject matter of discussion at some stage with him and others.
- 4 Q. 112 All right. But if you are correct Mr. Dunlop?
- 10:47:32 5 A. Yeah.
- 6 Q. 113 In what you have told the Tribunal on page 17747 it means that by December of
7 1992 you had discussed with Mr. O'Callaghan the fact that Mr. Gilmartin had
8 complained that Mr. Hanrahan had sought 100,000 Pounds from him in Buswells,
9 isn't that right.
- 10:47:51 10 A. Yes.
- 11 Q. 114 And that therefore by the end of 1992 you were in possession of this
12 information and the source of your information was Mr. O'Callaghan, isn't that
13 right?
- 14 A. Correct.
- 10:47:59 15 Q. 115 And the source of Mr. O'Callaghan's information was Mr. Gilmartin?
- 16 A. Well there was never any doubt about that, yes.
- 17 Q. 116 So that what had happened is that Mr. Gilmartin had complained about what
18 Mr. Hanrahan, he said had happened with Mr. Hanrahan, isn't that right?
- 19 A. Correct, yes.
- 10:48:13 20 Q. 117 Now, in the answer at question 219 the question is put to you by counsel "was
21 there a difficulty with O'Hanrahan and your answer is exactly yes and when
22 O'Callaghan suspected the same moxie was going on, I do not know whether it
23 was, I never discussed it with O'Callaghan". What was the meaning of the "same
24 moxie was going on" Mr. Dunlop?
- 10:48:34 25 A. That Mr. Hanrahan was attempting to extract money.
- 26 Q. 118 From Mr. O'Callaghan?
- 27 A. Yes. Mr. O'Callaghan never told me -- never actually said that to me but I
28 have to be very careful ... the circumstances here were such that Mr.
29 O'Callaghan and myself and Mr. Kelly were being advised by Mr. Liam Lawlor in
30 relation to certain matters. Mr. Lawlor and Mr. Hanrahan were in the same, I

10:49:14 1 can't say that they were in the same ward electorally in the County Council but
2 they were certainly in the same constituency. There was unceasing rivalry
3 between them and I have to say that I have never had any evidence directly, I
4 Frank Dunlop have never had any evidence directly other than in making a
10:49:42 5 contribution to an election campaign for Finbarr Hanrahan in relation to
6 demands for money. There was a discussion about money with Mr. Hanrahan on a
7 number of occasions but most of our information in relation to Mr. Hanrahan was
8 coming via Mr. Lawlor in the first instance. Secondly, my view in relation to
9 Mr. Hanrahan was coloured certainly by some of the stories that were
10:50:11 10 circulating. And certainly in response to queries that I put to Mr.
11 O'Callaghan in relation to what had or had not happened in relation to what Tom
12 Gilmartin had said.

13 Q. 119 The question I had put to you Mr. Dunlop was to explain to the Tribunal what
14 you meant when you said the following words "O'Callaghan suspected the same
10:50:29 15 moxie was going on?"

16 A. Yes.

17 Q. 120 I hadn't asked you about what Mr. Lawlor had told you. The statement you had
18 made was that "O'Callaghan suspected the same moxie was going on"?

19 A. Yes.

10:50:43 20 Q. 121 I had asked you to explain that. Were you attempting to convey by using those
21 words that at the time you had the conversation with Mr. O'Callaghan he
22 suspected that he was being in some way asked for money albeit indirectly?

23 A. Well what I am trying to convey I suspect now eight years later in relation to
24 what I was saying on that occasion was that my view, whether I am saying Mr.
10:51:07 25 O'Callaghan suspected, Mr. O'Callaghan never told me that Finbarr Hanrahan
26 asked him for money. He never told me that Finbarr Hanrahan asked me for
27 money. The fact that O'Callaghan was having private meetings with Mr. Hanrahan
28 at which I was not present maybe wrongly led me to suspect or believe that
29 there was something going on.

10:51:36 30 Q. 122 Yes. In fact what you state to the Tribunal is your belief that Mr.

- 10:51:39 1 O'Callaghan suspected?
- 2 A. Yes.
- 3 Q. 123 Not that you suspected, isn't that right?
- 4 A. Correct. It is my belief that Mr. O'Callaghan suspected.
- 10:51:45 5 Q. 124 Yes. That he was in some way being approached, albeit indirectly, for money,
6 is that correct?
- 7 A. Yes, you have asked me five or ten minutes ago in relation to Mr. O'Callaghan's
8 meetings with Mr. Hanrahan which I did not attend but I do recall on one
9 occasion certainly after the walk up and down O'Connell Street what Mr.
10 O'Callaghan said to me and I do recall on another occasion him making some
11 comment to the effect that Mr. Hanrahan is a hard man.
- 12 Q. 125 Right. And the second matter I want you just so to explain to the Tribunal is
13 the conversation you had on the telephone yourself with Mr. Hanrahan?
- 14 A. Yes.
- 10:52:21 15 Q. 126 Isn't that right?
- 16 A. Yes.
- 17 Q. 127 And what you say there is "I think I mentioned this to you in which he said
18 something to the effect the words are important I know but something to the
19 effect is yes nothing can be done for nothing"?
- 10:52:33 20 A. Yes.
- 21 Q. 128 Can you just outline to the Tribunal the circumstances in which you had that
22 telephone conversation with Mr. Hanrahan?
- 23 A. Yes. I think I had a number of telephone conversations with Mr. Hanrahan and
24 that in the course -- Mr. Hanrahan was a very difficult man to read in the
25 context of what he might or might not do. He made his views known elliptically
26 but he did on one occasion while I was seeking his support in relation to a
27 vote for Quarryvale, I can't say which specifically, which specific vote it was
28 but certainly it was an early vote in relation to Quarryvale and that a phrase
29 of the nature nothing can be done for nothing was used.
- 10:53:21 30 Q. 129 And what did you understand by that Mr. Dunlop?

- 10:53:23 1 A. Well I understood that Mr. Hanrahan may well have been indicating to me that he
2 was seeking money or that he would vote for money or that he would vote if an
3 arrangement was arrived at with him.
- 10:53:42 4 Q. 130 Yes. And you were a person who was prepared to make such payments isn't that
5 right Mr. Dunlop?
- 10:53:51 6 A. Yes.
- 10:54:01 7 Q. 131 And you were prepared to make such payments effectively once you were asked?
- 10:53:51 8 A. Yes.
- 10:54:01 9 Q. 132 As I understand your evidence you say you never offered to pay people?
- 10:53:51 10 A. Correct.
- 10:54:01 11 Q. 133 Pay people bribes but when you were asked for money that it was your practice
12 to pay it, isn't that right?
- 10:54:01 13 A. Yes.
- 10:54:01 14 Q. 134 And when Mr. Hanrahan said to you on the phone nothing can be done for nothing
15 and you understood that to be an indirect request for money or funds?
- 10:54:13 16 A. Yes.
- 10:54:13 17 Q. 135 Did you pay him?
- 10:54:13 18 A. No I didn't.
- 10:54:13 19 Q. 136 No, why not?
- 10:54:13 20 A. It's very difficult to explain this Ms. Dillon and without going into
21 interpersonal relations but I had a visual inherent distrust of Mr. Hanrahan.
- 10:54:13 22 Q. 137 Did you feel that Mr. Hanrahan was someone with whom you could not do business
23 as you had done business with other councillors and by that I mean --
- 10:54:41 24 A. No, no, I don't think I ever thought that but I did think that Mr. Hanrahan
25 was, however ill based, I thought Mr. Hanrahan was a man who -- Mr. Hanrahan
26 was a man who might make exorbitant demands.
- 10:55:11 27 Q. 138 And on that basis you didn't deal with him, is that right?
- 10:55:11 28 A. No, I gave him, I had a discussion with him in relation to an election
29 contribution and I gave him an election contribution but I never -- I canvassed
30 him on a number of occasions in relation to various proposals that were before

10:55:17 1 Dublin County Council and these were very, very short meetings, short
2 canvassing meetings. He would just say we'll see or I might or I'll see what
3 I'll do.

4 Q. 139 And your belief, be it right or wrong Mr. Dunlop, that Mr. Hanrahan was someone
10:55:34 5 who would ask or seek substantial monies. How did you come by that, who did
6 you discuss Mr. Hanrahan with?

7 A. Yes. And that is what I was trying to put in context for you earlier on. My
8 view would have been largely coloured by comments that were made to me by Liam
9 Lawlor for example because he was a constituency colleague of his and there
10:56:01 10 were lots of anecdotal stories about what had and had not happened in the Lucan
11 area in relation to, according to Mr. Lawlor, according to Mr. Hanrahan,
12 relating Mr. Hanrahan. I have no evidence to put forward or to suggest that
13 anything untoward took place, you have asked me the question. I discussed it
14 with Mr. Lawlor.

10:56:25 15 Q. 140 So Mr. Lawlor independently of what Mr. O'Callaghan had told you, in other
16 words two things happened Mr. Dunlop, if I understand your evidence correctly.
17 One Mr. O'Callaghan told you what Mr. Gilmartin had told him had happened in
18 Buswells Hotel because you are able to recount to the Tribunal that the demand
19 in Buswells Hotel for was 100,000 pounds, isn't that right?

10:56:45 20 A. Yes.

21 Q. 141 And that information comes to you from Mr. O'Callaghan who gets the information
22 from Mr. Gilmartin, isn't that right?

23 A. Notwithstanding that I may have had that information already even anecdotally.

24 Q. 142 Yes, but that's one specific matter, isn't that right?

10:56:58 25 A. Yes, correct.

26 Q. 143 And then independently of that, in discussions with Mr. Lawlor, Mr. Lawlor
27 indicates to you or tells you that he believes that Mr. Hanrahan sought or had
28 sought substantial sums of money?

29 A. I recall Mr. Lawlor telling me. I cannot recall names or identity of that. I
10:57:24 30 recall Mr. Lawlor telling me a story in relation to an incident that allegedly

- 10:57:28 1 had taken place with a small farmer in Lucan and at which allegedly a sum of
2 40,000 was required. I have no evidence or proof or any other imperical data
3 to support that. I am just telling you that in the context of who I spoke to,
4 Mr. Lawlor was the person I spoke to.
- 10:57:53 5 Q. 144 And as a result of that, it was your belief that Mr. Hanrahan was receiving or
6 had received substantial sums of money and you so told the Tribunal, isn't that
7 right?
- 8 A. Correct.
- 9 Q. 145 And at 21241. You explain this to Mr. Hanratty?
- 10 10 A. Yes.
- 11 Q. 146 In May of 2000. And at the very top of the page you say "it wasn't the Kennedy
12 piece of land. Hanrahan was acutely aware or thought he was aware of the
13 association between Kennedy and Lawlor" and that's, Mr Dunlop, a reference to
14 Mr. Jim Kennedy?
- 15 A. Yes.
- 16 Q. 147 "But I had one telephone conversation once with Hanrahan. A general phrase to
17 the effect that nothing happened as you well know nothing happens without
18 incentives. I do believe that he had been receiving quite substantial amounts
19 of money. I think he owns a pub in Limerick?"
- 20 A. Yes.
- 21 Q. 148 Okay. And there you are recounting to Mr. Hanratty your belief that
22 Mr. Hanrahan had been receiving substantial amounts of money and that is a
23 belief that you had come to as a result of your conversations with Mr. Lawlor?
- 24 A. Correct.
- 25 Q. 149 Who was a political opponent to some degree of Mr. Hanrahan?
- 26 A. Yes.
- 27 Q. 150 But you yourself in one telephone conversation with Mr. Hanrahan had been told
28 words to the effect of "nothing can be done without incentives"?
- 29 A. Well nothing happens without nothing.
- 30 Q. 151 Well nothing happens without nothing or as you say here nothing happens without

- 10:59:11 1 incentives, isn't that right?
- 2 A. Yes.
- 3 Q. 152 And you also at 21242, on the following page, told Mr. Hanratty about the walk
- 4 around the block between Mr. O'Callaghan and Mr. Hanrahan and you start by
- 10:59:29 5 saying "the night of the motion O'Callaghan and himself disappeared, walked
- 6 around the block" and that's a reference to Mr. Hanrahan, isn't that right?
- 7 A. Yes.
- 8 Q. 153 And Mr. Hanratty asked you "do you know what happened and you say to be honest
- 9 with you I never discussed it with O'Callaghan. I suspect very strongly
- 10:59:44 10 Hanrahan made demands of O'Callaghan and O'Callaghan refused", isn't that
- 11 right?
- 12 A. Yes.
- 13 Q. 154 So it was your belief that Mr. Hanrahan had sought money from Mr. O'Callaghan
- 14 although Mr. O'Callaghan never discussed that with you, isn't that right?
- 10:59:59 15 A. Yes. Completely disingenuous of me to say I did not suspect it or believe it.
- 16 Q. 155 Yes?
- 17 A. I did. And in support of that, I would just say to you further without going
- 18 into analysing phrases or uses of language. When Mr. O'Callaghan came back to
- 19 the Council Chamber on that particular evening after his famous walk around the
- 11:00:26 20 block with Mr. Hanrahan, Mr. O'Callaghan was spitting fire. Mr. O'Callaghan is
- 21 a sort of a very even tempered gentleman as I know him, but he was spitting
- 22 fire on that particular occasion and I, there were others around, I just either
- 23 asked him directly, verbally or looked at him quizzically and he, expletives
- 24 deleted, he just told me what Hanrahan was going to do.
- 11:00:55 25 Q. 156 So you had a number of pieces of information then Mr. Dunlop from a number of
- 26 different sources. You had prior to December 1992 been told by Mr. O'Callaghan
- 27 and probably other people that Mr. Gilmartin had been asked for 100,000 Pounds
- 28 in Buswells Hotel by Mr. Finbarr Hanrahan?
- 29 A. Yes, I pause every time you say that Ms. Dillon. I don't mean to disagree with
- 11:01:19 30 you and I'm not. Please don't take it that way. I am just saying to you

11:01:23 1 specifically. I know I've said this in private session. I cannot specifically
2 state when it was that I first became aware of that story of when it was that
3 it was confirmed to me by Mr. O'Callaghan. But certainly I did hear the story
4 and it was confirmed to me by Mr. O'Callaghan.

11:01:38 5 Q. 157 You also had discussed Mr. Hanrahan with Mr. Lawlor?

6 A. That's correct.

7 Q. 158 And what, from what Mr. Lawlor told you, it led you to believe that
8 Mr. Hanrahan was a person who required payment?

9 A. Yes.

11:01:51 10 Q. 159 Yes?

11 A. Now, there was a certain irony which I didn't miss in all of this when I'm
12 discussing these matters with Mr. Lawlor. Because here is Mr. Lawlor telling
13 me that Mr. Hanrahan is alleged to be seeking large sums of money from people
14 in relation to matters at Dublin County Council and he was a man standing or
15 sitting in front of me who is doing the same with me.

16 Q. 160 And independently of those conversations with Mr. Lawlor, you yourself had a
17 telephone conversation with Mr. Hanrahan in which you sought his support for
18 Quarryvale and Mr. Hanrahan said to you nothing can be done for nothing or he
19 said to you nothing can be done without incentives which you understood?

11:02:34 20 A. Yes.

21 Q. 161 To be an indirect request for support or money, isn't that right?

22 A. Yes, words to that effect, yes.

23 Q. 162 And when you were setting up the meetings in October of 1992 with Mr -- for Mr.
24 O'Callaghan to meet with Mr. Finbarr Hanrahan you must have known or suspected
25 some of this Mr. Dunlop?

26 A. Oh, yes. I mean, from the first occasion in which I had heard either from
27 Mr. Kelly, Mr. Lawlor or had confirmed matters with Mr. O'Callaghan in relation
28 to the incident vis-a-vis Mr. Gilmartin, yes, there wouldn't have been any
29 doubt in my mind that Mr. O'Callaghan was walking into the lion's den.

11:03:15 30 Q. 163 And did you warn him that he was walking into the lion's den?

- 11:03:19 1 A. No, I, other than the discussions that I would have had in general terms with
2 Mr. Lawlor. Some of which I might have reported to Mr. O'Callaghan, I can't
3 say specifically that I did but I think it would be disingenuous to suggest
4 otherwise that I may well have told Mr. O'Callaghan some of the stories that
11:03:37 5 Mr. Lawlor told me but Mr. O'Callaghan is a man in his own standing and he
6 wanted to meet Finbarr Hanrahan, he wanted to meet Finbarr Hanrahan.
- 7 Q. 164 Right. Also in October, Mr. Dunlop, 1992 you were paid an invoice at 8151 that
8 you had raised to Barkhill Limited. Sorry. 8151 please. Yes. This is an
9 invoice dated the 1st of October 1992?
- 11:04:07 10 A. Yes.
- 11 Q. 165 And it in fact is paid on the 1st of December 1992 by way of bank draft from
12 Allied Irish Bank?
- 13 A. Oh, yes, yes.
- 14 Q. 166 Now, I want to ask you, before we had digressed and had to consider the
11:04:24 15 contents of your diaries and the over writing, Mr. Dunlop, we had looked at the
16 fact that in 1992 there had been a number of similar type invoices do you
17 remember those?
- 18 A. Yes.
- 19 Q. 167 And they were described generally to ongoing costs re Quarryvale?
- 11:04:40 20 A. Correct, yes.
- 21 Q. 168 Now, similar to the previous three invoices you don't appear to have provided a
22 breakdown of what its ongoing costs were and in this case they amount to
23 21,063.36 and there is no VAT element?
- 24 A. Correct.
- 11:04:56 25 Q. 169 I suggest to you first of all that the figure of 21,063.36 is a specific figure
26 and is likely to have been made up of a number of expenses that you had
27 incurred, isn't that right?
- 28 A. Correct, yes.
- 29 Q. 170 However you have not provided any breakdown of either this invoice or from the
11:05:14 30 documentation provided by Mr. O'Callaghan. There doesn't appear to have been

- 11:05:19 1 any breakdown of that invoice provided?
- 2 A. That's correct.
- 3 Q. 171 So is it the position then that you agreed the payment of this invoice with Mr.
- 4 O'Callaghan prior to this invoice being issued?
- 11:05:29 5 A. Yes as per normal, I would have discussed the matter with Mr. O'Callaghan
- 6 either on the telephone or face-to-face and I would have said that there is a
- 7 bill for the following amount and after agreement by Mr. O'Callaghan we would
- 8 issue the invoice.
- 9 Q. 172 Yes. On the 10th of June 1992, Mr. Dunlop, you had issued the first of these
- 11 invoices and it was in the sum of 13,530.04. We don't need to see it you can
- 12 see that invoice at page 7408. On 24 July 92, you issued a second invoice in
- 13 the sum of 6,314.74 and on the 9th of September 92 at page 7989 you issued the
- 14 third invoice in the sum of 11,490. On the 1st of October 92 you issued this
- invoice in the sum of 21,063.36?
- 11:06:19 15 A. Yes.
- 16 Q. 173 So between the 10th of June 92 and 1st of October 92 you issued invoices
- 17 totalling 53,398.14 pounds entitled "ongoing costs re Quarryvale" is that
- 18 right?
- 19 A. Yes.
- 11:06:34 20 Q. 174 You don't appear for any of those four invoices to have provided any breakdown
- 21 to Mr. O'Callaghan in respect of the amounts that you had in factually
- 22 expended, isn't that right?
- 23 A. Correct. I may well have in conversation with Mr. O'Callaghan. I may well
- 24 have given him a general overview of what the reason of what the costs were but
- 11:06:53 25 certainly we need not attach or send or give to Mr. O'Callaghan a detailed
- 26 breakdown in relation to the costs.
- 27 Q. 175 In December of 1992 Mr. Dunlop you issue a substantially bigger invoice in the
- 28 sum of 63,000 pounds and you do attach a form of breakdown with that invoice,
- 29 isn't that right?
- 11:07:10 30 A. Correct, yes.

- 11:07:11 1 Q. 176 So it wasn't that the information wasn't available to you. I assume that you
2 didn't provide any breakdown of these invoices?
- 3 A. No, these invoices would have been drawn up in consultation with Philip
4 Connolly in the Accounts Department in my office and he would have ... whatever
11:07:29 5 the phrase, he would have done the tot and said that's what it is and we, I
6 would have told Mr. O'Callaghan that. I may well have told Mr. O'Callaghan in
7 general terms some of the more substantial elements in such a bill. I may not.
8 But certainly we didn't -- in those instances that you have outlined other than
9 the December one we did not attach a breakdown of costs.
- 11:07:51 10 Q. 177 So that was it the position then that between June and October of 1992 you
11 verbally told Mr. O'Callaghan that you had incurred 53,398 Pounds worth of
12 expenses in connection Quarryvale and without benefit of seeing any invoice or
13 any back up or any extract from your cheque payments book or any documentation
14 Mr. O'Callaghan agreed to pay it?
- 11:08:16 15 A. Yes. Other than as I said in the likelihood that in some circumstances,
16 businessman that he is, Mr. O'Callaghan would say what is this for and I cannot
17 say to you that that never occurred. The likelihood is that that did occur and
18 I do recall on a number of occasions Mr. O'Callaghan, at least once, but
19 certainly on a number of occasions sort of demurring as to the actual amount.
- 11:08:44 20 Q. 178 But it would appear that for these four invoices in mid to late 1992 you were
21 not asked to provide any back up documentation?
- 22 A. Correct yes.
- 23 Q. 179 Isn't that the position?
- 24 A. That is the position yes.
- 11:08:57 25 Q. 180 So therefore whatever discussion in relation to this 50,000 odd expenses
26 incurred between Mr. O'Callaghan and yourself?
- 27 A. Correct.
- 28 Q. 181 And it is your recollection that on one occasion and possibly more Mr.
29 O'Callaghan demurred and said it was too high?
- 11:09:13 30 A. Well he would have said something to the effect "Christ what's this for?"

- 11:09:16 1 Q. 182 Yes. But he never asked you to provide any back up documentation, any
2 invoices, any extract from your cheque payments book as to what you had in fact
3 spent the money on?
- 4 A. No, he, as I said to you some moments ago, I may well have given him a general
11:09:33 5 overview verbally but certainly that was the practice.
- 6 Q. 183 Yes. And I think the bank draft at 8152, you will see there Mr. Dunlop it's
7 dated the 1st of December 1992 and on the 1st of December 1992 at 8598.
8 According to your diary you brought Mr. O'Callaghan to the bank, isn't that
9 right? You see there "10.30 Owen to bank"?
- 11:10:07 10 A. Yes. I may well have brought him to the bank. I cannot say specifically to
11 you or that he was. I knew that he was going to the bank. I can't
12 specifically say that I brought him. The likelihood is that I probably did
13 drop him outside the bank yes.
- 14 Q. 184 And when you were providing that documentation to the Tribunal at page 8599.
11:10:32 15 You redacted out the entry "Owen to bank" isn't that right?
- 16 A. Uh-huh.
- 17 Q. 185 So again you made a decision Mr. Dunlop to delete that information although I
18 suggest to you you would have known that the Owen was Owen O'Callaghan?
- 19 A. Certainly was Owen O'Callaghan, yes.
- 11:10:45 20 Q. 186 So again you are making a decision that some entries in relation to Mr.
21 O'Callaghan would be left in and some entries in relation to Mr. O'Callaghan
22 would be taken out, isn't that right?
- 23 A. Well in that particular instance Mr. O'Callaghan was going to the bank. I
24 didn't know what Mr. O'Callaghan was going to the bank for. The following
11:11:01 25 entry is Owen to John Fitzgerald and that's left in.
- 26 Q. 187 Yes and previously an entry to Owen to John Fitzgerald had been left in also,
27 isn't that correct?
- 28 A. Correct.
- 29 Q. 188 But the one to Mr. Willie Murray had been taken out?
- 11:11:13 30 A. Yes.

11:11:13 1 Q. 189 And this one had been taken out. The point I'm making to you Mr. Dunlop is
2 that you had to consider the diaries and make a decision that you would leave
3 in some of Mr. O'Callaghan entries and you would take out others, that is what
4 you did?

11:11:25 5 A. Yes.

6 Q. 190 And what was the basis on which you decided not to disclose some O'Callaghan
7 entries to the Tribunal?

8 A. Well in view of the fact that I have left in the ones for example to John
9 Fitzgerald and not the one to Willie Murray, I can't specifically say why the
11:11:41 10 one to Willie Murray was excluded because as I have already said to you it
11 unquestionably related to Quarryvale. It couldn't relate to anything else. So
12 I just can't give you an answer as to why I did that in relation to leaving in
13 other references to Owen O'Callaghan meeting other people, which were again
14 obviously Quarryvale related.

11:12:10 15 Q. 191 Isn't it likely that the reason that you were bringing Mr. O'Callaghan to the
16 bank was because you were going to get the payment yourself on that occasion?

17 A. No, I never, I have never gone into the bank with Mr. O'Callaghan to collect
18 payment, correct me if I'm wrong Ms. Dillon, but there is a history to either
19 this particular bank draft from AIB or another because there was only a few
11:12:39 20 occasions on which I got paid in this manner by bank draft from AIB. No,
21 obviously Mr. O'Callaghan was going to the bank. He more than likely was
22 collecting the draft, I don't know, I can't recollect. But certainly I did get
23 paid by draft on that occasion.

24 Q. 192 Did anybody raise any query with you subsequently Mr. Dunlop about any of these
11:13:01 25 ongoing costs re Quarryvale invoices?

26 A. The Tribunal did.

27 Q. 193 Apart from the Tribunal?

28 A. Yes.

29 Q. 194 Mr. Dunlop, I didn't make myself clear. By that I mean did Allied Irish Bank
11:13:15 30 ever contact you and ask you to provide them with back up documentation in

- 11:13:18 1 relation to any of those four invoices now I'm asking you about starting on the
2 10th of June 92 and concluding on the 1st of October 92?
- 3 A. Not that I can recollect.
- 4 Q. 195 Were you ever contacted by De Loitte & Touche who are the auditors for Barkhill
11:13:32 5 and asked to provide documentation or copy invoices in respect of those
6 invoices that claimed expenses for ongoing costs for Quarryvale?
- 7 A. In those circumstances I have been in touch with De Loitte & Touche on other
8 issues but certainly not -- I have never been asked by De Loitte & Touche to
9 provide any such information.
- 11:13:49 10 Q. 196 Or Mr. Aidan Lucey or Riga Limited. Did they ever ask you in connection with
11 these specific invoices?
- 12 A. Not that I recollect, no.
- 13 Q. 197 I think in sort of global terms I had asked you at the beginning Mr. Dunlop
14 whether anybody had ever contacted you looking for copy invoices and you had
11:14:08 15 said no that there had been no contact in relation to the invoices you had
16 raised, isn't that right?
- 17 A. Yes the invoices that I raised to Riga or Barkhill.
- 18 Q. 198 Yes correct?
- 19 A. Having discussed them with Mr. O'Callaghan we sent out the invoices, we either,
11:14:20 20 got after discussion, prior to sending out we had some discussion as I've
21 outlined to you, sent the invoices. We were either paid relatively quickly or
22 on some occasions there was a delay.
- 23 Q. 199 Yes?
- 24 A. But I don't -- to answer your question directly, as -- I don't recollect
11:14:38 25 anybody ever asking me to itemise the contents of the invoices.
- 26 Q. 200 Yes. And you don't -- in fact you have provided no documentation?
- 27 A. No.
- 28 Q. 201 Mr. Dunlop for any of the auditors or accountants involved for any of the
29 companies seeking a breakdown or back up documentation in relation to any of
11:14:57 30 these documents, isn't that right?

- 11:14:58 1 A. Correct.
- 2 Q. 202 So the position would appear to be Mr. Dunlop, if you are correct, that you
3 agreed these amounts on the invoices with Mr. O'Callaghan and then issued the
4 invoices?
- 11:15:07 5 A. Yes.
- 6 Q. 203 And you got paid without demur?
- 7 A. Correct. Well there was some demurring on occasion.
- 8 Q. 204 There was some delay?
- 9 A. Some delay, yes and when I use the word demurring because I have already said
11:15:19 10 to you Mr. O'Callaghan may well have said "Christ what's this for."
- 11 Q. 205 Yes but the point I was making to you Mr. Dunlop is once you had agreed it with
12 Mr. O'Callaghan the amount of the invoice and you then issued the invoice,
13 isn't that right?
- 14 A. Yes.
- 11:15:34 15 Q. 206 Thereafter it was paid. May have been delay in getting it but nobody queried
16 it thereafter?
- 17 A. Not to my recollection.
- 18 Q. 207 I think on the 7th of October 1992 there is a debit at 8215. Of 3,000 Pounds
19 in cash from your 067 account, that's your Dunlop & Associates account, you see
11:15:56 20 that entry there?
- 21 A. Why yeah.
- 22 Q. 208 That was a withdrawal in cash, isn't that right, Mr. Dunlop?
- 23 A. Yes.
- 24 Q. 209 And that is evidenced by 8219. You send a fax to Allied Irish Bank authorising
11:16:15 25 the withdrawal of 3,000 Pounds in cash, isn't that right?
- 26 A. Yes.
- 27 Q. 210 Now this is one of the few occasions on which you give a written authority to
28 Allied Irish Bank, isn't that right?
- 29 A. Yes.
- 11:16:24 30 Q. 211 But you are not there dealing with Mr. John Ahern, isn't that the position, you

- 11:16:28 1 are dealing with somebody called Neil?
- 2 A. Yes it doesn't mean anything to. Me obviously he was the person on duty on
- 3 that day.
- 4 Q. 212 Yes. And you make a direction that 3,000 Pounds in cash be made available to
- 11:16:41 5 you, isn't that right?
- 6 A. Yes.
- 7 Q. 213 Now on the 7th of October at 8179. This is your diary for the 7th of October
- 8 Mr. Dunlop?
- 9 A. Yes.
- 11:16:56 10 Q. 214 And you will see there that on the 7th of October Mr. O'Callaghan goes to
- 11 Willie Murray, which you had deleted, isn't that right?
- 12 A. That's correct.
- 13 Q. 215 Originally. You have a meeting with Mr. Michael Keating in Wynn's hotel?
- 14 A. Yes.
- 11:17:11 15 Q. 216 You have a meeting with Joe Higgins and John Courtney?
- 16 A. Yes.
- 17 Q. 217 Was that Quarryvale connected?
- 18 A. Yes it was.
- 19 Q. 218 Yes. You have a meeting arranged though you don't believe you attended between
- 11:17:21 20 Mr. Flynn and Mr. O'Callaghan?
- 21 A. No I did not attend. Absolutely did not attend that meeting.
- 22 Q. 219 And you have an entry in relation to Mr. Lydon?
- 23 A. Correct.
- 24 Q. 220 Was the withdrawal that you made on the 7th of October connected to any of
- 11:17:36 25 those meetings?
- 26 A. I don't believe so. I believe the withdrawal was obviously for purposes having
- 27 cash but I don't believe, I can certainly go down through them one by one and
- 28 tell you that it was certainly not related to the meeting with Mr. Willie
- 29 Murray. Certainly not relating to the meeting with Mr. Keating. Other than
- 11:17:57 30 having a gun put to my head, certainly nothing to do Joe Higgins and John

- 11:18:02 1 Courtney or Padraig Flynn or calls to Don Lydon.
- 2 Q. 221 Now on the 7th of October 1992 at 8214 Mr. Dunlop.
- 3 A. The 7th of.
- 4 Q. 222 This is an extract from your telephone records?
- 11:18:18 5 A. Yes.
- 6 Q. 223 The third item at 955 in the morning?
- 7 A. Yes.
- 8 Q. 224 Mr. Lydon telephones you?
- 9 A. Yes.
- 11:18:24 10 Q. 225 And he leaves his address?
- 11 A. Yes.
- 12 Q. 226 That would suggest that he was expecting you to call to his house, isn't that right?
- 14 A. Correct yes.
- 11:18:30 15 Q. 227 And it gives the address and says turn left at a particular point so it's clearly directions?
- 17 A. Yes.
- 18 Q. 228 And you had in your diary an entry at "7:15 call to Don L"?
- 19 A. Correct yes.
- 11:18:42 20 Q. 229 On the 7th of October you withdraw 3,000 Pounds in cash from your bank account, isn't that right?
- 22 A. Correct.
- 23 Q. 230 Now, did you give that money to Mr. Lydon?
- 24 A. I certainly did not give money to Mr. Lydon on that date. I did not go to Mr. Lydon's house or I did not send money to Mr. Lydon's house and I have never been in Mr. Lydon's house.
- 27 Q. 231 Can you explain why it was that Mr. Lydon would have been telephoning you and leaving directions with you as to how you'd get to his house?
- 29 A. Yes I think we traversed this before in another Module. I think it was and I think the only explanation I could give at the time was that either Mr. Lydon

- 11:19:20 1 was expecting some documentation or some notes from me that I was having
2 delivered to him or sending to him but certainly I was not going to his house.
3 Q. 232 Were you sending money out to Mr. ?
4 A. No I never sent money to Mr. Lydon by courier.
11:19:40 5 Q. 233 Right. Did you always make your payments face-to-face Mr. Dunlop?
6 A. Yes I did. I left money for collection on one or two occasions at the front of
7 my office, where it was collected. I have given evidence to that effect
8 previously but I certainly did not send money out to Mr. Lydon by courier or by
9 any messenger.
11:19:58 10 Q. 234 Did you ever payment or political donation to Mr. Padraig Flynn?
11 A. No.
12 Q. 235 And by that I mean either on your behalf or on behalf of anybody else?
13 A. No, never did. I don't believe I ever attended any fundraising function or
14 made any political contribution ever to Padraig Flynn.
11:20:24 15 Q. 236 And on the 7th of October also Mr. Dunlop at 8221.
16 A. Thank God!
17 Q. 237 Mr. Gilmartin was declared bankrupt, isn't that right?
18 A. Yes.
19 Q. 238 Yes. You will see there at the very first line and the heading "Thomas Patrick
11:20:44 20 Gilmartin, a bankruptcy order was made against the above names bankrupt on the
21 7th of October 1992". Now would you have become aware of that Mr. Dunlop?
22 A. Yes. Again, I cannot tell you the exact date or timing in relation to when I
23 became aware that Mr. Gilmartin had been declared bankrupt but certainly I was
24 made aware that Mr. Gilmartin had financial difficulties and I have already
25 given evidence in relation to a number of people that I had a conversation with
26 about this, and that, yes, I would have become aware that Mr. Gilmartin had
27 become declared bankrupt.
28 Q. 239 And when you became aware of it is that something that you would have discussed
29 with councillors and other people coming up to the vote in December 1992?
11:21:14 30 A. Yes I have given evidence to the effect that there were some queries. There

- 11:21:38 1 was a sort of a parallel exercise going on here. There were some queries about
2 what involvement Mr. Gilmartin had on an ongoing basis and where was he. And
3 on the other track there were stories coming out from journalistic sources
4 about Mr. Gilmartin's financial difficulties in the UK or we were being asked
11:21:58 5 questions in relation to Mr. Gilmartin's financial difficulties in the UK and
6 certainly this matter was raised with me by councillors.
- 7 Q. 240 And it was raised with you or you raised it with journalists also, isn't that
8 right?
- 9 A. Yes, that's correct, yes.
- 11:22:14 10 Q. 241 Mr. O'Callaghan at page 8179 met with Mr. John Fitzgerald in Dublin County
11 Council on the 9th of October. Did you attend at any meetings with Mr.
12 O'Callaghan and Mr. Fitzgerald?
- 13 A. No, I don't believe I've ever attended a meeting with Mr. O'Callaghan and
14 Mr. Fitzgerald.
- 11:22:34 15 Q. 242 Isn't it likely that you set up the meeting because it's recorded in your
16 diary?
- 17 A. It is likely that I either set up the meeting or Mr. O'Callaghan told me he was
18 having the meeting and I put it in my diary so that I could locate Mr.
19 O'Callaghan at a particular time.
- 11:22:49 20 Q. 243 Did you have any discussion with Mr. O'Callaghan about why he was meeting with
21 Mr. John Fitzgerald?
- 22 A. Yes, whether I had any discussion with Mr. O'Callaghan prior to the meeting
23 with John Fitzgerald or subsequent to it, I would rather -- I would suggest
24 rather that it was subsequent to the meeting with Mr. Fitzgerald but I had no
11:23:08 25 doubt that Mr. O'Callaghan was going to see Mr. Fitzgerald for some reason or
26 other connected to Quarryvale.
- 27 Q. 244 Right. And on the 12th of October at 8251. Mr. O'Callaghan wrote to
28 Mr. Fitzgerald after the meeting?
- 29 A. Yes.
- 11:23:24 30 Q. 245 And in the second paragraph he states "I overlooked pointing out to you the

- 11:23:28 1 attitude of Quarryvale of the 26 Dublin south members" that would have been a
2 reference to those councillors who would be in South Dublin County Council in
3 January of 1994, isn't that correct?
4 A. That's correct .
11:23:39 5 Q. 246 "I have met them all" do you agree that it's likely by October 92 Mr.
6 O'Callaghan had met all of those 26 councillors who would be the councillors in
7 South Dublin County Council?
8 A. I would say, yes.
9 Q. 247 Yes. And I can confirm to you that at least 75 per cent of them are in favour
11:23:57 10 of Quarryvale?"
11 A. Yes.
12 Q. 248 And was that correct?
13 A. By and large I would say that was correct at that stage yes.
14 Q. 249 "The whole 26 member are in favour of the stadium?"
11:24:04 15 A. I would say that's absolutely correct.
16 Q. 250 And therefore if that was correct Mr. Dunlop, that 75 per cent of in effect
17 what would be the local councillors for Quarryvale were in favour of the
18 Quarryvale development as it was then proposed, then it would mean that you
19 must have been confident in October 92 of getting the rezoning through on the
20 vote that was coming up in December?
21 A. Yes. I think as I've said previously in other Modules and may well have said
22 it in relation to this Module as well. That however many undertakings that you
23 were given on any occasion in relation to how people were intending to vote,
24 you didn't take anything for granted. You took what you were told but you
25 continued to count the nails.
26 Q. 251 Yes?
27 A. The bag of nails every day.
28 Q. 252 I see. So it was an ongoing process?
29 A. Yes.
11:24:54 30 Q. 253 But in general if that is accurate, if that correspondence with Mr. Fitzgerald

- 11:24:59 1 was accurate, it was Mr. O'Callaghan's belief in October of 1992 that he had 75
2 per cent of the local councillors in support of Quarryvale?
- 3 A. Yes. Mr. O'Callaghan had through my offices had met virtually all of the
4 councillors except those who may well have refused to meet us and there were
11:25:17 5 one or two, this was his estimation in relation to as a consequence of those
6 meetings.
- 7 Q. 254 Yes. And you have told the Tribunal Mr. Dunlop of the importance of getting
8 the support of the local councillors?
- 9 A. Yes.
- 11:25:30 10 Q. 255 Because the local councillors were important because they could bring with them
11 support from their political parties, isn't that right?
- 12 A. Correct if the local, if the contrary to what has been said repeatedly in this
13 forum, that there was no whip in relation to voting Dublin County Council,
14 political parties met prior to every Council meeting and they decided which way
11:25:51 15 they were going to vote. That is incontestable. It's an inillogical argument.
16 Anybody will tell you otherwise, it's just not true. That is how at the end of
17 such meetings I, for example, and I can only speak for myself would be able to
18 know what view a political party was taking in relation to a particular item.
19 So once the local Councillor, who would be turned to for advice, and in this
11:26:19 20 particular instance we're dealing with North Clondalkin. So somebody for
21 example from North Dublin might not know North Clondalkin too well or somebody
22 from South Dublin might not know North Clondalkin too well or indeed mightn't
23 want to know too much about it either if the truth were known. But they would
24 turn to the local Councillor and ask what is your position and/or what do you
11:26:42 25 want to us to do.
- 26 Q. 256 So if this was accurate. If this view of Mr. O'Callaghan as he outlined it to
27 Mr. Fitzgerald was accurate and replicated itself in votes, it would have meant
28 that you would have had a comfortable victory as it was in December, isn't that
29 right?
- 11:26:58 30 A. Yes.

- 11:26:58 1 Q. 257 Now also in October on the 15th of October 1992 at page 8279. You have a cash
2 debit on your 067 account which is the Frank Dunlop & Associates current
3 account of four and a half thousand pounds in cash, isn't that right?
4 A. Correct.
- 11:27:17 5 Q. 258 And you do not know Mr. Dunlop according to the information that you provided
6 to the Tribunal what you did with what money, isn't that right?
7 A. No.
- 11:27:40 8 Q. 259 Now, on the 15th of October 1992 you have meetings in your diary with Mr. Larry
9 Butler, Sean Barrett, John O'Halloran and Ms. Marian McGennis with Mr. Owen
10 O'Callaghan?
11 A. Yes.
12 Q. 260 Did you pay any of those people any money on that occasion?
13 A. I don't believe I did.
14 Q. 261 Now, I think on the 22nd of October at page 8331 Mr. O'Callaghan has a meeting
15 on the 22nd of October with Allied Irish Bank with Mr. Michael O'Farrell and
16 Mr. Dave McGrath. Did you ever meet Mr. Dave McGrath?
17 A. I don't believe I met Mr. Dave McGrath. I did meet Michael O'Farrell.
18 Q. 262 Did you meet him in connection with Quarryvale?
19 A. No, I met Mr. O'Farrell at a social occasion in Cork. Sorry. I may well have
20 met him at a social occasion in Dublin as well. Certainly the only time I met
21 Mr Michael O'Farrell was on a social occasion.
22 Q. 263 And that was in, was that in connection with Mr. O'Callaghan in Cork?
23 A. Yes there was some function, the Chamber of Commerce dinner or something like
24 that and I was attending as a guest.
11:28:33 25 Q. 264 In this memorandum taken, I think, by Mr. Michael O'Farrell on the 22nd of
26 October 1992, in the first paragraph Mr. O'Callaghan is recorded as bringing
27 them up-to-date in relation to the lobbying situation?
28 A. Um ...
29 Q. 265 They are still confident and that would be consistent with what he had said to
30 Mr. Fitzgerald in the letter, isn't that right.

- 11:29:10 1 A. Correct yeah.
- 2 Q. 266 The vote is definitely set for two of the days, 3rd, 4th, 5th of December.
- 3 This will ensure it is heard on two dates which are back-to-back. Now I think
- 4 in the event it was heard on the 17th of December 1992, isn't that right?
- 11:29:25 5 A. Correct.
- 6 Q. 267 And then it goes on to talk about security at Bruton house and he produced an
- 7 invoice in relation to fees which I think was one of your invoices in fact. He
- 8 produced an invoice in relation to fees. What I want to draw to your attention
- 9 is what he said is recorded as having said to the bank in the third, fourth
- 11:29:46 10 paragraph. "The bank are beginning to demur a little here at the level of fees
- 11 that are being required and in the fourth paragraph it states "we indicated
- 12 that there was no way that the bank was going to continue to allow draw down on
- 13 the loan account in respect of further fees. Between land purchases and fees
- 14 together with interest roll up we were already way over where we had
- 11:30:08 15 anticipated at this stage and these circumstances could not allow further
- 16 drawdowns. We indicated that he and ourselves -- he indicated that he and
- 17 ourselves have little choice but to continue on the existing route and that
- 18 this will require further cash to pay further fees".
- 19
- 11:30:27 20 Now, did you ever have any discussion with Mr. O'Callaghan as to what the route
- 21 was or what the route that Mr. O'Callaghan had embarked on in relation to the
- 22 will be lobbying exercise
- 23 A. I'm at a loss. The route was quite specific and that was to get the zoning and
- 24 we conducted this on the basis that I have outlined to the Tribunal previously.
- 11:30:58 25 That we had many, many meetings with the councillors in relation to their
- 26 support and that I privately had arrangements with some of those councillors.
- 27 Q. 268 Yes. Mr. O'Callaghan goes on to say that his main priority was to get zoning
- 28 which in fact is probably a fair?
- 29 A. Yes.
- 11:31:23 30 Q. 269 Reflection on what was going on at that time?

- 11:31:26 1 A. Correct.
- 2 Q. 270 And this discussion is a discussion about fees that are required for the route
3 that's described there by Mr. O'Farrell to continue on the existing route?
- 4 A. Yes.
- 11:31:35 5 Q. 271 And Mr. O'Callaghan is recorded as saying that that will require further cash
6 to pay further fees?
- 7 A. Uh-huh.
- 8 Q. 272 Can you assist at all as to what Mr. O'Callaghan meant by that?
- 9 A. No I am presuming, I am just presuming and maybe it's wrong of me to do so
10 Mr. Chairman. I am just presuming that Mr. O'Callaghan is saying that there
11 will be more and more fees and that he is looking for, the bank -- he is
12 looking for an agreement from the bank that that will be the case and that they
13 will be met. That's a presumption on my part I certainly wasn't at this
14 meeting.
- 11:32:06 15 Q. 273 Yes. You didn't attend any meeting with Allied Irish Bank and Mr. O'Callaghan
16 or Mr. Deane, is that correct Mr. Dunlop?
- 17 A. As far as I can recollect I did not attend any formal meeting in Bank Centre or
18 any bank with Mr. O'Callaghan and Mr. Deane. I -- I have given evidence
19 already in relation to various allegations that were made that I was seen in
20 Allied Irish Bank. This was Mr. Gilmartin I think again. That I was seen in
21 Allied Irish Bank with Mr. O'Callaghan or whatever. I don't recollect. I am
22 absolutely certain. I never attended any meeting with Mr. O'Callaghan and
23 Allied Irish Bank. I think on one occasion I was asked by Mr. O'Callaghan to
24 draft a note or prepare a report or an update in relation to what the situation
25 was vis-a-vis Dublin County Council and the Development Plan and zoning. But I
26 ... to the best of my recollection I do not believe I attended any such a
27 meeting. I do not have any recollection of such a meeting in any event.
- 28 Q. 274 You were the zoning and lobbying expert Mr. Dunlop?
- 29 A. Correct.
- 11:33:20 30 Q. 275 You were never asked to go to the bank and make a presentation to the bank or

- 11:33:24 1 indicate your belief of likelihood of the success in the rezoning in
2 Quarryvale?
- 3 A. No, Mr. O'Callaghan either told me on occasion that he was going to the bank
4 and I recollect on a number of occasions he told me that the bank were
5 enquiring as to what the update situation was. Now I, Mr. O'Callaghan and I
6 lived in the real world and we both knew what was going on. That banks have
7 far more incisive information than either Mr. O'Callaghan or I would have and
8 they knew bloody well what was going on in relation to whether or not
9 Quarryvale was going to go through.
- 11:33:58 10 Q. 276 And when you say the bank knew bloody well what was going on in relation to
11 whether Quarryvale would be rezoned or not. What do you mean by that Mr.
12 Dunlop?
- 13 A. I think, I have always believed. I have no imperical evidence to sustain this.
14 I have always believed and we just happen to be talking of a particular bank
15 now. I have always believed that the banking institutions have their own
16 channels of communication with various institutions of the State and otherwise
17 as to find out what exactly is going on on any given occasion.
- 18 Q. 277 By that do you mean that the bank would have known for example that money
19 changed hands in Dublin County Council to secure rezoning?
- 11:34:33 20 A. No. I deliberately used the phrase institutions of the State. That they would
21 have had contact with Dublin County Council or officials of Dublin County
22 Council directly or indirectly as to the likelihood or otherwise of this
23 proposal going through. How many times have you or I gone to the bank with a
24 proposal and been told you know that's not going to happen.
- 11:34:56 25 Q. 278 But you yourself were never requested by Mr. O'Callaghan or Barkhill or Riga to
26 go to Allied Irish Bank as Barkhill's bankers and make a presentation to
27 anybody who was running the Barkhill account on the likelihood or otherwise of
28 success in relation to the lobbying exercise or what exactly you were doing in
29 relation to the lobbying?
- 11:35:14 30 A. No, as I say Ms. Dillon, I have no such recollection other than I do recollect

11:35:19 1 on one occasion, at least one occasion Mr. O'Callaghan telling me that he was
2 going to the bank and looking for an update and I either gave him a verbal
3 account and we went through the numbers, gave him a verbal account or on
4 another occasion I may well have provided a note.

11:35:35 5 Q. 279 I am going to move on to something else, Sir, so it might be an appropriate
6 time ...

7
8 CHAIRMAN: So we will just break for about ten minutes.
9

11:35:44 10 MS. DILLON: May it please you, Sir.
11
12
13

14 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

15 **AND RESUMED AS FOLLOWS:**

16
17
18 CHAIRMAN: All right.
19

11:59:16 20 MS. DILLON: I want to move on now to November 1992, Mr. Dunlop. And first
21 just to confirm at 24721. This is the summary of your telephone contacts and
22 your meetings in November of 1992. And again you have telephone contacts with
23 Mr. O'Callaghan on 15 occasions Mr. Lawlor 13, Mr. Tom Hand six, Mr. John
24 O'Halloran ten, Mr. Ambrose Kelly 7, Ms. Therese Ridge 5, Mr. Gerry Leahy five,
25 Mr. Mick Quinn two, Mr. Lydon once, Mr. Colm McGrath five times, Mr. Gilbride
26 five times and Mr. Creaven three times and you have meetings on three occasions
27 Mr. Lawlor. Two occasions with Mr. Cosgrave and Mr. Creaven and on three
28 occasions with Mr. O'Callaghan and on two occasions with Ms. Olivia Mitchel
29 Mr. Tom Hand and Ms. Therese Ridge, isn't that right

12:00:13 30 A. Correct.

- 12:00:14 1 Q. 280 Now, in November of 1992. Sorry there is really only one particular matter I
2 want to draw to your attention Mr. Dunlop at 8383 please and that is the 4th of
3 November. You have an entry for Mr. John O'Halloran in your diary. Do you see
4 that?
- 12:00:36 5 A. Yes.
- 6 Q. 281 And you had at 8384, previously disclosed that to the Tribunal as a Quarryvale
7 related entry, isn't that right?
- 8 A. Yes.
- 9 Q. 282 And then I think you subsequently told the Tribunal that that was the occasion
12:00:49 10 on which it was likely that you paid Mr. O'Halloran in connection with
11 Ballycullen Beechill, isn't that right?
- 12 A. Correct yes.
- 13 Q. 283 And again can I, I want to put it to you that that's an apparent inconsistency
14 because if you were paying Mr. O'Halloran in connection with his support for
12:01:06 15 Ballycullen Beechill it's unlikely that you were dealing with him in connection
16 with Quarryvale?
- 17 A. Other than to say it is probable that Quarryvale, given the date, that the
18 Quarryvale issue did arise.
- 19 Q. 284 Yes. Now, I think that in November of 1992 Mr. Dunlop, a General Election was
12:01:21 20 called on the 5th November, isn't that right?
- 21 A. Yes, in or around that date yes.
- 22 Q. 285 At 3738. You will see there in the timing of various electoral contents since
23 1980 shown in tabular form. That the date of the order for the election in
24 1992 was the 5th of November and polling date was the 25th of November, isn't
12:01:45 25 that right?
- 26 A. Correct yes.
- 27 Q. 286 And I think that you were called in at one stage and we'll come to deal with
28 it. In fact we can deal with it now at 8506. On the 17th of November you have
29 an entry "T's office/Duiggy?"
- 12:02:12 30 A. Yes.

- 12:02:12 1 Q. 287 Do you see that?
- 2 A. Yes.
- 3 Q. 288 And is that a reference to the Taoiseach's office?
- 4 A. And Sean Duignan.
- 12:02:12 5 Q. 289 Sean Duignan?
- 6 A. Who was then the Government Press Secretary.
- 7 Q. 290 And as a result of that meeting were you asked to move into Fianna Fail
- 8 headquarters?
- 9 A. Yes I spoke to the Taoiseach who told me to ring the then general secretary of
- 12:02:23 10 Fianna Fail.
- 11 Q. 291 Right. And I think on your diary for the 20th?
- 12 A. A bit like the mafia Ms. Dillon, we need you now, we need you now. So that was
- 13 the call that I got from Mr. Reynolds that I was to go to Fianna Fail
- 14 headquarters to sort out matters.
- 12:02:38 15 Q. 292 Yes. And on the 20th of November you record in your diary "took over at FFHQ"?
- 16 A. Yes.
- 17 Q. 293 So that you were asked on the 17th, isn't that right, by Mr. Reynolds?
- 18 A. Correct.
- 19 Q. 294 To assist in the campaign by taking over at Fianna Fail headquarters in Mount
- 12:02:54 20 Street, is that right?
- 21 A. Yes, correct.
- 22 Q. 295 And you did so on the 20th and were I presume involved thereafter in the
- 23 General Election campaign until the vote on the 25th of November?
- 24 A. Yes I hired a PR professional to come in and sit in my office, monitor my
- 12:03:13 25 business, normal business in my office while I was down in Fianna Fail
- 26 headquarters, a couple of houses down.
- 27 Q. 296 And before the 17th of November 1992 Mr. Dunlop had it been indicated to you
- 28 informally or otherwise that it was likely that you would be asked to step in
- 29 and assist?
- 12:03:35 30 A. No, no a problem arose. We don't need a history lesson really. To put it as

- 12:03:43 1 concisely as I can. Problem arose. Election wasn't going the way people
2 thought it might go. There was a lot of confusion. Disaffection and
3 disorganisation and I was asked to go down and in effect run the show. Now, I
4 mean there was a Director of Elections. I think, if my recollection served me
12:04:06 5 correctly it was Michael Woods and there was a general secretary of Fianna Fail
6 at the time I think his name was Pat Farrell and I have written elsewhere about
7 this as well.
- 8 Q. 297 This particular election was a somewhat unexpected election?
- 9 A. Yes it was.
- 12:04:27 10 Q. 298 It arose as a result of the publication of the dispute arising out of The Beef
11 Tribunal?
- 12 A. Yes indeed, yes.
- 13 Q. 299 And it wasn't an expected election, isn't that right?
- 14 A. No, I mean, the Labour Party or sorry.
- 12:04:40 15 Q. 300 The PDs?
- 16 A. Yes, what's his name.
- 17 Q. 301 Des?
- 18 A. O'Malley got into a huff about various things and one thing led to another and
19 an election was called.
- 12:04:51 20 Q. 302 It wasn't an expected election?
- 21 A. No.
- 22 Q. 303 It hadn't been within anybody's contemplation at this time that this was going
23 to happen, isn't that right?
- 24 A. Correct yes.
- 12:04:59 25 Q. 304 Now I think that on the 5th of November 1992 the same date in fact as the
26 calling of the election there was a meeting, 8411, between Mr. O'Callaghan and
27 Mr. Deane, Mr. O'Farrell and Mary Basquille at AIB. And there is only one
28 paragraph I want to draw to your attention Mr. Dunlop at 8412. And that's the
29 last paragraph on that page and it says as follows:
- 12:05:32 30

- 12:05:32 1 "The Council vote on zoning should take place within the first ten days in
2 December and substantial additional costs are likely to arise been then. It
3 was indicated that AIB would have difficulty advancing more funds as we were
4 already drawn in excess of agreed limits. Owen then asked if we were prepared
12:05:49 5 for the consequences of the vote not going through due to stopping the campaign
6 now. We agreed to consider the implications of this and revert to him within a
7 day or two. He indicated that if AIB could provide some funds O'Callaghan
8 Properties could cover some outlay from its deposits of 200,000 Pounds"
- 9 A. Yes.
- 12:06:08 10 Q. 305 Now, in the first instance, what substantial additional costs were likely to
11 arise prior to the zoning vote in December of 1992?
- 12 A. Well I don't know what Mr. O'Callaghan had in mind. This is quoting Mr.
13 O'Callaghan is it? Yes. I don't know what Mr. O'Callaghan had in mind. In my
14 context, if I was at that meeting I don't know how I would have put it but I
12:06:37 15 mean, I might have used different language but certainly I don't know what Mr.
16 O'Callaghan had in mind when he talked about substantial additional costs. I
17 don't know what he said to the bank but certainly he didn't get any indication
18 from me as to what substantial additional costs would be.
- 19 Q. 306 And when Mr. O'Callaghan stated in question form as it's put there "Owen then
20 asked if we were prepared for the consequences of vote not going through due to
21 stopping the campaign now". I suggest to you that the stopping of the campaign
22 now relates to the substantial additional costs, isn't that right?
- 23 A. Well I would have read it. Maybe I'm wrong, I would have read it that Mr.
24 O'Callaghan is saying to the bank listen you are in this, all that it entails,
25 we have got this far, stopping it now means losing everything, which from a
26 non-professional banking point of view I would have read it as meaning why
27 would you stop now.
- 28 Q. 307 Yes. Stop the campaign for the rezoning?
- 29 A. Correct. Why would you do that.
- 12:07:26 30 Q. 308 That's in the context of the request for additional funds isn't that right?

- 12:07:46 1 A. Obviously the way the note is prepared, yes.
- 2 Q. 309 And the final sentence "he", that's Mr. O'Callaghan, "indicated that if AIB
3 could provide some funds O'Callaghan Properties could cover some outlay from
4 its deposits of 200,000 Pounds?"
- 12:08:00 5 A. Yes
- 6 Q. 310 That's clearly a reference to the funding in the context of the upcoming zoning
7 decision?
- 8 A. Certainly in relation to the campaign, whatever was in Mr. O'Callaghan's mind
9 when he was having this conversation with these people in the bank.
- 12:08:13 10 Q. 311 Yes. Did you ever have any discussion with Mr. O'Callaghan about how much it
11 would cost to bring the Quarryvale's zoning to a successful conclusion?
- 12 A. No. Other than discussions that I had with Mr. O'Callaghan at the very outset
13 in 1991 and then ongoing discussions with him in relation to fees. And cost
14 outlays that we have gone through in relation to some of the invoices that you
15 listed this morning.
- 16 Q. 312 Yes. And you yourself in November 1992 Mr. Dunlop were in receipt of
17 substantial monies from a variety of sources, isn't that right?
- 18 A. Yes.
- 19 Q. 313 I think the Tribunal has already heard evidence that on the 9th of November
20 1992 you were paid 11,000 Pounds from the Jones Group, isn't that right?
- 21 A. That's correct.
- 22 Q. 314 And you lodged 2,500 pounds of that to the Frank Dunlop & Associates account at
23 the 006 account, isn't that right?
- 24 A. Yes.
- 12:09:05 25 Q. 315 That is at 8439. The lodgement of 2,500 pounds on the 9th of November was
26 attributable to a payment of 11,000 Pounds you had received from Mr. Jones in
27 connection with the Ballycullen rezoning?
- 28 A. Yes.
- 29 Q. 316 And you have told the Tribunal that of that sum of 11,000 Pounds you retained
30 8,500 pounds in cash, isn't that right?

- 12:09:28 1 A. Correct.
- 2 Q. 317 Now on the 10th of November 1992 Mr. Dunlop you were paid 70,000 Pounds by Mr.
3 O'Callaghan, isn't that right?
- 4 A. Correct yes.
- 12:09:37 5 Q. 318 In the context of a stadium invoice?
- 6 A. That's correct.
- 7 Q. 319 And on the 10th of November you were also paid 11,490 Pounds through Barkhill
8 to Frank Dunlop & Associates, isn't that right?
- 9 A. Correct.
- 12:09:49 10 Q. 320 And you were paid 10,000 Pounds on the 11th of November 1992 from David Hickey
11 Properties, isn't that right?
- 12 A. Correct.
- 13 Q. 321 And you have given evidence to the Tribunal about that 10,000 Pounds and you
14 say that it is likely that you cashed it and had it available to you in cash,
15 isn't that right?
- 16 A. Correct.
- 17 Q. 322 So that between the 9th and 11th of November 1992 Mr. Dunlop you were paid
18 102,490 Pounds, isn't that right?
- 19 A. Correct.
- 12:10:15 20 Q. 323 Now, of that money of the 11,000 Pounds you got from Mr. Jones you lodged 2,500
21 and keep 8,500 in cash, isn't that right?
- 22 A. Yes.
- 23 Q. 324 Of the 70,000 Pounds you get from Riga you withdraw 55,000 Pounds in cash and
24 I'll come back to that in a moment and you transfer 20,000 of that between two
25 other accounts, isn't that right?
- 26 A. Correct.
- 27 Q. 325 The 11,490 Pounds you lodged to Frank Dunlop & Associates?
- 28 A. Yes.
- 29 Q. 326 And the 10,000 Pounds from Davy Hickey Properties you cash, isn't that right?
- 12:10:40 30 A. Correct.

- 12:10:51 1 Q. 327 So that insofar as you have cash available to you Mr. Dunlop, you have 8,500
2 Pounds from Mr. Jones, isn't that right?
- 3 A. Correct.
- 4 Q. 328 You have 10,000 pounds from David Hickey properties?
- 12:11:02 5 A. Correct.
- 6 Q. 329 That's 18,500 pounds. And you have 55,000 Pounds from, you have 65 -- 55,000
7 Pounds from Riga, isn't that right?
- 8 A. From the 70.
- 9 Q. 330 That's 73,500 Pounds in cash?
- 12:11:21 10 A. Correct.
- 11 Q. 331 Isn't that right, Mr. Dunlop?
- 12 A. Correct.
- 13 Q. 332 So between the 9th and the 11th of November, regardless of what other cash
14 funds you might have been holding as a result of other transactions, it is an
12:11:34 15 absolute fact that you had available to you a sum of 73,500 Pounds in cash,
16 isn't that right?
- 17 A. Correct yes.
- 18 Q. 333 And when you originally came to give your evidence to the Tribunal one of the
19 matters that Mr. Hanratty had focused on was the debit of 55,000 Pounds on the
12:12:02 20 Rathfarnham account, isn't that right?
- 21 A. Yes, correct.
- 22 Q. 334 So if we, if you just explain now to the Tribunal the circumstances in which
23 you raise the invoice and it came to be paid?
- 24 A. Yes. The invoice for the 70,000.
- 12:12:06 25 Q. 335 That's right?
- 26 A. Yes. The 70,000 invoice was raised in the context of, as you say, the stadium
27 and when I got it -- sorry. Sticking with the raising of the invoice.
28 Obviously I spoke to Mr. O'Callaghan in relation to the raising of the invoice
29 and he agreed. When the cheque or draft was paid, I can't remember which it
12:12:46 30 was, I think it may have been a draft, I'm not absolutely certain but certainly

12:12:51 1 I would have gone to the bank and I never went to the AIB in Rathfarnham. I
2 always dealt through College Street. Westmoreland Street as it now is and
3 dealt with Mr. Ahern there on the basis of withdrawing the cash.

4 Q. 336 When did you raise the invoice Mr. Dunlop?

12:13:15 5 A. I can't recollect when the invoice was raised. It was raised. I think it was
6 raised sometime previous and that when I rang Mr. O'Callaghan and told him that
7 I wanted it then. I think well you have a copy of the invoice.

8 Q. 337 8723.

9 A. Yes.

12:13:37 10 Q. 338 You raise the invoice in July, if the date is correct. And is it the position
11 that you would not have raised this invoice, Mr. Dunlop, to Riga if you hadn't
12 already discussed and agreed the payment with Mr. O'Callaghan?

13 A. Correct.

14 Q. 339 Right but it is the position is it not that that invoice wasn't paid in July?

12:13:55 15 A. That's correct.

16 Q. 340 It is the position that this was paid in November, isn't that right?

17 A. Correct yes.

18 Q. 341 So if we just look at the documents surrounding the payment, Mr. Dunlop, and
19 see if we can work out what happened exactly in relation to the payment.

12:14:13 20 The -- at 8449. This is a withdrawal slip, Mr. Dunlop, withdrawing the 55,000
21 Pounds?

22 A. Yes.

23 Q. 342 Now, it is the position, is it not, that it wasn't until you received the
24 70,000 Pounds that you withdrew the 55, isn't that right?

12:14:45 25 A. Yes.

26 Q. 343 And from the bank account at 8444 you will see there that on the 10th of
27 November there is a credit of 70,000 Pounds and prior to the 70,000 Pounds
28 coming in, there is only 7,500 Pounds in the account, isn't that right?

29 A. That's correct.

12:15:05 30 Q. 344 The 70,000 Pounds comes in on the 10th of November and according to the bank

- 12:15:09 1 statement on the 13th November, 55,000 is withdrawn?
- 2 A. Yes.
- 3 Q. 345 But if you go to the withdrawal docket at 8449. You will see two things about
- 4 the 55,000 Pounds withdrawal. One is the entry in your hand dating it as the
- 12:15:27 5 10th of November 92?
- 6 A. Yes.
- 7 Q. 346 And the second is a bank stamp on the 10th of November 1992, isn't that right?
- 8 A. Correct, yeah.
- 9 Q. 347 And that establishes, does it not Mr. Dunlop, that in fact the debit or the
- 12:15:40 10 withdrawal of cash of 55,000 Pounds took place on the 10th of November?
- 11 A. Certainly it would appear so, yes.
- 12 Q. 348 Now, so what arrangement had you made with Mr. O'Callaghan for the payment of
- 13 that money, how were you to be paid it, what conversation took place?
- 14 A. I rang Mr. O'Callaghan and drew his attention to the invoice. I had my own
- 12:16:01 15 reason for ringing Mr. O'Callaghan. I will deal with that in a moment. I rang
- 16 Mr. O'Callaghan, spoke to him in relation to the invoice and I think I used the
- 17 language, something to the effect that I need it now.
- 18 Q. 349 And did you, why did you need it now Mr. Dunlop?
- 19 A. Well I, from my point of view I needed it now because I knew what was going to
- 12:16:20 20 happen in the context of a General Election. That there were, I think I've
- 21 used the phrase before in this forum, that the telephone would walk off the
- 22 desk with telephone calls from politicians looking for finance.
- 23 Q. 350 You knew people were going to ask you for money is that right and you wanted to
- 24 put yourself in funds to make those payments, isn't that right?
- 12:16:42 25 A. Yes.
- 26 Q. 351 Now you already had 18,500 pounds in cash anyway, isn't that right?
- 27 A. Correct yes.
- 28 Q. 352 Independently of what you had in your own bank accounts?
- 29 A. Absolutely.
- 12:16:52 30 Q. 353 You had an invoice that was outstanding since July of 1992, isn't that right?

- 12:16:56 1 A. For 70.
- 2 Q. 354 For 70,000 Pounds. And when you telephoned Mr. O'Callaghan did you explain to
3 him why you needed the money now?
- 4 A. I cannot say definitively that I said because it's a General Election. I may
12:17:09 5 well have used the phrase that you know the circumstances or whatever. I don't
6 recollect having any detailed conversation with him. I would say I would put
7 it from a realistic point of view that Mr. O'Callaghan was living in the real
8 world and if there was an outstanding invoice for 70,000 Pounds and I was
9 ringing suddenly looking for payment of the 70,000 Pounds in the context of a
12:17:35 10 General Election Mr. O'Callaghan may well have put two and two together.
- 11 Q. 355 How was the payment made Mr. Dunlop?
- 12 A. I can't recollect how the payment was made, whether it was by cheque or draft
13 or transfer, I can't remember that to be honest with you.
- 14 Q. 356 Yes. I think you previously indicated, I think, when you were being
12:17:53 15 cross-examined by Mr. Michael O'Higgins that in fact an arrangement was made
16 for a transfer ultimately, isn't that right?
- 17 A. Yes.
- 18 Q. 357 At 7732. You see there under the lodgement of 70,000 Pounds it's described as
19 an inter bank payment from Bank of Ireland, College Green. No details of
20 originator, isn't that right?
- 21 A. Correct.
- 22 Q. 358 And looking at the bank statement of Riga at 7725. On the 10th of November
23 there is initially a credit adjustment of 70,000. There is reference to a
24 cheque 2461, 70,000, and then Frank Dunlop 70,000?
- 25 A. Yes.
- 26 Q. 359 Do you see that?
- 27 A. Yes.
- 28 Q. 360 And in the documentation provided to the Tribunal at 7728 by Allied Irish Bank
29 which is the weigh sheet, the very last entry on that refers to 70,000 Pounds,
30 do you see, that lodgement?

- 12:19:01 1 A. Yes.
- 2 Q. 361 RAGS, Bank of Ireland, College Green?
- 3 A. Right.
- 4 Q. 362 And then beneath that it says 70,000 Pounds SDV?
- 12:19:10 5 A. Yes.
- 6 Q. 363 Do you know what SDV means?
- 7 A. I haven't a clue.
- 8 Q. 364 Does it mean same day value Mr. Dunlop?
- 9 A. It probably does, yes.
- 12:19:18 10 Q. 365 That would suggest that an arrangement was made whereby 70,000 Pounds was
11 credited to your bank account on the 10th of November 1992 by way of an
12 interbank credit transfer?
- 13 A. Yes.
- 14 Q. 366 Right. Were you ever paid like that on any other occasion by Riga, Barkhill or
12:19:37 15 Mr. O'Callaghan?
- 16 A. No, not that I can recall.
- 17 Q. 367 The Tribunal made an inquiry of Bank of Ireland in relation to the matter. And
18 at 25449. And the query arose because of the fact that there was reference to
19 a cheque for 70,000 Pounds and then a transfer for 70,000 Pounds?
- 12:19:59 20 A. Yes.
- 21 Q. 368 And Bank of Ireland provided three documents. One was a copy credit docket for
22 70,000 Pounds dated the 10th of November '92. The second was a debit docket of
23 70,000 Pounds dated the 10th of November 92 with attached bank giro credit
24 transfer in the sum of 70,000 Pounds?
- 12:20:16 25 A. Yes.
- 26 Q. 369 And the third was a copy credit in personal account, 70,000 Pounds, dated 10th
27 of November. And what these documents establish Mr. Dunlop is that 70,000
28 Pounds was transferred through Bank of Ireland to your account on the 10th of
29 November?
- 12:20:32 30 A. Yes.

12:20:32 1 Q. 370 And the bank provide as follows "cheque No. 2461 in the sum of 70,000 Pounds
 2 has not been located". And that was the reference to the original cheque you
 3 understand. "I refer to the bank's letter to the Tribunal dated 2nd of
 4 November 2004 which the bank was advised that this cheque was unavailable but
 12:20:50 5 searches were continuing. To date this cheque has not been located. In order
 6 to endeavour to explain these transactions I have spoken to the CSM in the
 7 branch at 32 South Mall, Cork, 83 South Mall Cork branch is now closed. The
 8 CSM advises that in her opinion it appears that cheque No. 2461 was presented
 9 for transfer to AIB account of Frank Dunlop on the 10th of November 1992"?

12:21:16 10 A. Yes.

11 Q. 371 Now if that is correct it means that a cheque was written to Frank Dunlop in
 12 the amount of 70,000 Pounds and was presented to the bank and was debited to
 13 the account as can be seen from the statement. "It appears there may have been
 14 a change of mind in relation to the mode of this transfer and the sum of 70,000
 12:21:35 15 Pounds debited from the account and transferred via money book to the head
 16 office account for immediate same day credit to the AIB account referred to.
 17 The adjustment of 70,000 Pounds to the account may have been a refund of the
 18 proceeds of cheque No. 2461. I stress, this is the opinion of the
 19 circumstances surrounding these transactions of the staff member only".

12:21:59 20
 21 Now, assuming for the moment that that's correct. It appears that what
 22 happened was a cheque was written, a cheque was written on Riga to Frank Dunlop
 23 for 70,000 Pounds

24 A. Yeah.

12:22:10 25 Q. 372 There was a change of mind and there was a same day value transfer of 70,000
 26 Pounds in cash that left the bank in Cork and was credited to your account in
 27 Rathfarnham on the same day?

28 A. Yes.

29 Q. 373 And on that same day that that took place, you took out 55,000 Pounds in cash?

12:22:28 30 A. Via college street.

12:22:30 1 Q. 374 Yes. Now, first of all Mr. Dunlop, I want you to explain to the Tribunal the
2 reason why it was necessary on the 10th of November 1992 that you received the
3 70,000 Pounds?

4 A. Well I can't explain why I felt it necessary to -- for the payment of the
12:22:51 5 70,000 Pounds on that day. As I said to you I rang Mr. O'Callaghan and called
6 in the invoice of July for 70,000. I can't recollect absolutely whether I said
7 to him I want it immediately or can you transfer it, I can't remember who
8 suggested that this transfer or this method or how it arrived, that this was
9 the way that the method was paid but certainly I would have to say that it
12:23:17 10 would be disingenuous to suggest other than that I suggested to Mr. O'Callaghan
11 that I needed the money immediately.

12 Q. 375 Well certainly Mr. Dunlop what you did?

13 A. Yep.

14 Q. 376 As soon as the money arrived in your bank account was you withdrew 55,000
12:23:30 15 Pounds in cash?

16 A. Correct.

17 Q. 377 Isn't that right?

18 A. Yes.

19 Q. 378 So that transaction takes place on the same day that the 70,000 Pounds is
12:23:40 20 transferred?

21 A. Yes.

22 Q. 379 The original arrangement that had been entered into by reference, the original
23 arrangement that had been contemplated according to the cheque payments book of
24 Riga and the bank was a cheque would be sent to you?

12:23:53 25 A. Well I have to say to you that I don't. I cannot say to you that I recollect
26 whether when you asked me ten minutes ago how the method of payment was arrived
27 at. I can't recollect having a discussion with Mr. O'Callaghan, whether he was
28 going to say he was going to put a cheque in the post. Obviously I suggested
29 to him that I needed the money immediately. There is no other conclusion that
12:24:16 30 I could come to intelligently other than to say that I said to Mr. O'Callaghan

- 12:24:20 1 I need this money now.
- 2 Q. 380 Yes. And I think what you told Judge Faherty on day 370 at page 83?
- 3 A. Yeah.
- 4 Q. 381 In dealing with this. What you said to Judge Faherty in response to a question
- 12:24:33 5 was "I think what you said Judge", I am quoting here now, "I think what you say
- 6 Judge for the purpose of clarification or completeness, what I said to Mr. B
- 7 in relation to the invoice, I required it to be paid and I asked him to
- 8 transfer it to the Rathfarnham account and I gave him the Rathfarnham account
- 9 number and I think the bank statement will show some rather arcane language in
- 12:24:56 10 banking term, "rags" something. I don't know what it means to be honest with
- 11 you, which was the transfer of money from an account of Mr. B to my account in
- 12 Rathfarnham". Now you said that, isn't that right?
- 13 A. Yes.
- 14 Q. 382 And Mr. B is Mr. O'Callaghan?
- 12:25:09 15 A. Yes.
- 16 Q. 383 So you had a conversation with Mr. O'Callaghan about the transfer of this
- 17 money?
- 18 A. Mr. O'Callaghan would not have known of the Rathfarnham account unless I gave
- 19 him the account number. So I obviously gave him the account number to transfer
- 12:25:21 20 the money to there.
- 21 Q. 384 And as soon as the money arrived Mr. Dunlop you took out 55,000 pounds in cash?
- 22 A. Correct.
- 23 Q. 385 Now, if you were going to disperse that money on a piecemeal basis over a week
- 24 or ten days I suggest to you you wouldn't have needed 55,000 Pounds in cash on
- 12:25:38 25 the 10th of November, isn't that right?
- 26 A. Well I may have made a decision that I needed to have it. I can't say why,
- 27 what was in my mind. But certainly I withdrew it with a purpose in mind. And
- 28 the purpose was in the context of the political situation that had developed.
- 29 Q. 386 You already had 18,500 pounds in cash Mr. Dunlop?
- 12:25:58 30 A. Yeah.

- 12:25:59 1 Q. 387 We have established that, isn't that right?
- 2 A. Correct yes.
- 3 Q. 388 So you had a cash fund which was a minimum, I suggest to you, if your previous
- 4 evidence is correct, of 18,500 pounds, isn't that correct?
- 12:26:09 5 A. Correct yes.
- 6 Q. 389 Now if you were going to make piecemeal payments to councillors or political
- 7 payments you had certainly a sufficient start up fund to do it, hadn't you in
- 8 the 18,500?
- 9 A. Well it would have been a start all right, yes.
- 12:26:21 10 Q. 390 All right. Now, the 55,000 Pounds that you withdraw from the Rathfarnham
- 11 account is debited on the same day that you arrange with Mr. O'Callaghan for
- 12 the transfer to be made, isn't that right?
- 13 A. That's correct, yes.
- 14 Q. 391 It is you who asked Mr. O'Callaghan to transfer the money by inter bank
- 12:26:40 15 transfer, isn't that right?
- 16 A. Yes because I obviously said to Mr. O'Callaghan I need it now.
- 17 Q. 392 Yes. You couldn't wait for the cheque to come through and clear, isn't that
- 18 right?
- 19 A. Yes.
- 12:26:59 20 Q. 393 Why was that Mr. Dunlop?
- 21 A. Other than to say that it is obvious that that is what I said to him and that's
- 22 what the arrangement Mr. O'Callaghan entered into with me because I believed
- 23 that I wanted the money at that stage. I needed the money in my hand at that
- 24 stage.
- 12:27:03 25 Q. 394 Mr. Dunlop, in all of your dealings with Mr. O'Callaghan, on one occasion and
- 26 one occasion only, did you require Mr. O'Callaghan to make a same day for value
- 27 transfer?
- 28 A. This is the only occasion.
- 29 Q. 395 This is the only occasion, isn't that correct, Mr. Dunlop?
- 12:27:18 30 A. Yes.

- 12:27:18 1 Q. 396 And on the day that Mr. O'Callaghan transfers 70,000 Pounds from Cork to you,
2 you withdraw 55,000 Pounds?
- 3 A. Correct.
- 4 Q. 397 I suggest to you that you had a requirement for 55,000 Pounds Mr. Dunlop?
- 12:27:30 5 A. Yeah, well I cannot say to you specifically what was in my mind in relation to
6 requirements at that stage but certainly I would have had in my mind given the
7 circumstances that had occurred, that there would be a requirement, yes.
- 8 Q. 398 And I suggest to you, Mr. Dunlop, that that requirement for the 55,000 Pounds
9 can't be explained by a decision you had. Sorry, that couldn't be explained by
12:27:56 10 the fact that you were going to make piecemeal payments to councillors, do you
11 understand?
- 12 A. Yes.
- 13 Q. 399 Because you already had a fund?
- 14 A. Well I had the 18,500 as you've pointed out, yes.
- 12:28:06 15 Q. 400 So you had, I suggest to you, a specific requirement for the 55,000 Pounds Mr.
16 Dunlop?
- 17 A. I cannot say to you that I definitively had a specific requirement. I knew
18 that I was going to have requirements.
- 19 Q. 401 But those requirements, Mr. Dunlop, if they related to payments to the
12:28:26 20 councillors, it wasn't going to matter very much whether the councillors had to
21 wait three days until Mr. O'Callaghan's Riga cheque cleared, isn't that right.
- 22 A. Yes, correct.
- 23 Q. 402 So obviously that situation didn't pertain because you wouldn't wait for the
24 cheque to clear, isn't that right?
- 12:28:40 25 A. Correct.
- 26 Q. 403 You made an arrangement with Mr. O'Callaghan once and once only for the
27 transfer in effect of 70,000 Pounds in cash to your Rathfarnham account on the
28 10th of November 1992, following the receipt of which you withdrew 55,000
29 Pounds in cash?
- 12:28:55 30 A. Yes.

- 12:28:55 1 Q. 404 Now, I am suggesting to you, Mr. Dunlop, that you had a specific purpose in
2 mind for that 55,000 Pounds and it did not relate to subsequent piecemeal
3 payments to councillors?
- 4 A. Yes, all I can say to you is I had a requirement. Obviously had some
12:29:12 5 requirement in my head, I was dealing with -- now I wasn't only dealing with
6 councillors at that particular time, even though he had been a previous
7 Councillor. For example I was dealing with Mr. Liam Lawlor and that I had a
8 requirement at that time for the use of some of those funds yes.
- 9 Q. 405 Well if your evidence is correct, Mr. Dunlop and what you've said in your
12:29:32 10 statement in relation to Mr. Lawlor, you didn't pay him until later on in that
11 month, is that correct?
- 12 A. That's correct yes.
- 13 Q. 406 And insofar as you have provided information to the Tribunal in relation to
14 payments that you say that you made, they were relatively small payments you
12:29:46 15 made to councillors individually, isn't that right?
- 16 A. Yes, they were of the order of 5,000.
- 17 Q. 407 The biggest was 5 I suggest to you, isn't that right, to Mr. GV Wright?
- 18 A. Yes and there was a payment to Liam Cosgrave.
- 19 Q. 408 Of 5,000 Pounds?
- 12:29:59 20 A. Of 5,000 Pounds.
- 21 Q. 409 But they were the biggest payments isn't that right.
- 22 A. Yes.
- 23 Q. 410 But at the time that you get this 70,000 Pounds Mr. Dunlop, what you do is you
24 take out 55,000 Pounds in cash?
- 12:30:09 25 A. Correct, yes.
- 26 Q. 411 And did you go down to the bank to Mr. Ahern to do that?
- 27 A. Oh, I only dealt with Mr. Ahern in the Rathfarnham, in the College Street
28 branch as it then was with Mr. Ahern.
- 29 Q. 412 Did you ring Mr. Ahern in advance and tell him that you'd be down, that you
12:30:26 30 were looking for 55,000 Pounds?

- 12:30:28 1 A. Yes, I may well have done, yes.
- 2 Q. 413 And had Mr. Ahern the money available and ready for you when you got down?
- 3 A. Whether he had it ready when I got down or whether he had it ready within a
- 4 short time he certainly had it ready.
- 12:30:40 5 Q. 414 And how big was it?
- 6 A. How big was it.
- 7 Q. 415 Yes?
- 8 A. Fairly substantial.
- 9 Q. 416 And you already had, if I understand your evidence, another 18,500 in cash.
- 12:30:50 10 A. Yes.
- 11 Q. 417 Plus whatever other cash you were keeping?
- 12 A. Yes.
- 13 Q. 418 Because you have told the Tribunal that it was your habit to maintain
- 14 substantial monies in cash?
- 12:30:58 15 A. Correct.
- 16 Q. 419 So this 55,000 is in addition to whatever you had on hand, which in itself is
- 17 in addition to the other 18,500 Pounds?
- 18 A. Correct.
- 19 Q. 420 I suggest to you Mr. Dunlop that the circumstances of your requirement of Mr.
- 12:31:11 20 O'Callaghan that he would transfer the 70,000 Pounds by same day value meant
- 21 that you had a specific requirement that necessitated you getting 70,000 Pounds
- 22 from Mr. O'Callaghan to withdraw 55,000 Pounds and that that specific
- 23 requirement is something you have not yet explained to the Tribunal?
- 24 A. Yeah, well no. There is no outstanding explanation, let me assure you of that,
- 12:31:37 25 other than I had this invoice dated July. We have an election called. I see
- 26 this as a facility which is available to me and I ring Mr. O'Callaghan. He
- 27 makes the arrangement and I do, as you have just outlined in relation to the
- 28 transfer of the money and in relation to the withdrawal. Specifically other
- 29 than saying I had in my mind a fairly predictable, what was going to happen
- 30 fairly predictably but specifically I do not recollect, I cannot now say that I

- 12:32:14 1 had a specific intention in relation to the 55,000.
- 2 Q. 421 Well let's just look then at what you did on the day?
- 3 A. Yeah.
- 4 Q. 422 On the payments that you say were made Mr. Dunlop?
- 12:32:24 5 A. Yeah.
- 6 Q. 423 In November of 1992. On the 11th of November you say you paid 3,000 Pounds in
- 7 cash to Mr. Pat Rabbitte?
- 8 A. Yes.
- 9 Q. 424 Isn't that right? You say that you paid 5,000 Pounds to Mr. Liam Cosgrave?
- 12:32:44 10 A. Correct.
- 11 Q. 425 And you say you paid 5,000 Pounds at some stage probably around the 11th of
- 12 November to Mr. GV Wright?
- 13 A. Yes.
- 14 Q. 426 Okay. That totals, if you are correct in that, 13,000 Pounds, isn't that
- 12:32:57 15 right?
- 16 A. Yes, correct.
- 17 Q. 427 Isn't that right?
- 18 A. Yes.
- 19 Q. 428 You also say that you paid Mr. Colm McGrath 2,000 pounds in cash on the 10th of
- 12:33:05 20 November and 500 Pounds to Councillor Olivia Mitchel?
- 21 A. Yes.
- 22 Q. 429 Okay. And that brings it to 14,500 Pounds?
- 23 A. Yes.
- 24 Q. 430 Isn't that right?
- 12:33:14 25 A. Yes.
- 26 Q. 431 Okay. So that between the 10th and the 11th of November you pay 14,500 Pounds,
- 27 if your evidence is correct?
- 28 A. Yeah.
- 29 Q. 432 Why then did you need to withdraw 55,000 Pounds Mr. Dunlop at all because you
- 12:33:27 30 had 18,500 Pounds in cash already?

12:33:29 1 A. Well as I've said to you, I cannot say specifically and I presume that you are
2 asking me the question on the basis that you believe that I had a specific
3 payment in mind to a specific individual or specific individuals that is not
4 the case. What is the case is that I saw it as an opportunity to have cash
5 available and I got the cash in the manner that I outlined.

6

7 CHAIRMAN: Mr. Dunlop

8 A. Sorry, Chairman, yes.

9

12:33:57 10 CHAIRMAN: Mr. Dunlop, what do you think you spent the 55,000 on?

11 A. In combination with other monies that I had, I used it in the manner which I
12 have given evidence in relation to various individuals already. And I either
13 kept the rest or used the rest subsequently. I can't say specifically what I
14 did with each item.

12:34:24 15

16 CHAIRMAN: Without being specific as to who got what out of the 55,000. Are
17 you telling the Tribunal that it was given to politicians?

18 A. Other than the amounts of money that I've outlined in relation to the payments
19 to politicians that I have given evidence about already, I cannot recollect
20 paying, giving any money to any other politician. Certainly not in cash.

21

22 CHAIRMAN: But the 14,500 that's been accounted for?

23 A. Yeah.

24

12:34:55 25 CHAIRMAN: Is well covered by the 18,000 that you had anyway?

26 A. Correct.

27

28 CHAIRMAN: So the 55,000, you are not in a position to indicate not only who
29 received the 55,000, whether it was one or more persons, but are you saying you
30 are not in a position to indicate what class of individuals, namely politicians

12:35:21 1 or lawyers or whatever, received the 55,000
2 A. No, other than as I did mention Mr. Liam Lawlor to Mr.-- to Ms. Dillon earlier
3 on, that I did pay a substantial sum to Mr. Liam Lawlor at that time in or
4 around November 1992.

12:35:38 5
6 MS. DILLON: That's a sum of 25,000 pounds?
7 A. Correct.
8 Q. 433 You say. If we just take it very simply then Mr. Dunlop. You took out 55,000
9 Pounds in cash on the 10th of November?

12:35:50 10 A. Yeah.
11 Q. 434 1992. Isn't that right?
12 A. Yes.
13 Q. 435 You had an urgent requirement for that money and I think you agree with that
14 because you made a separate and special arrangement for that money to be
12:36:02 15 transferred by way of same day value to you, isn't that right?

16 A. Correct.
17 Q. 436 And that Mr. O'Callaghan when he had embarked on paying you had proceeded to
18 commence in the normal manner by writing a cheque, isn't that right. We've
19 seen, there was reference to a cheque?

12:36:15 20 A. Yes.
21 Q. 437 But that you had asked him to transfer the money directly through your bank
22 account. That's your evidence, isn't that right?
23 A. Correct yes.
24 Q. 438 So it is you who had has the urgent requirement and Mr. O'Callaghan facilitates
12:36:29 25 you?

26 A. That's correct.
27 Q. 439 You are holding already cash in the sum of 18,500 Pounds being the 10,000
28 Pounds from David Hickey properties and the 8,500 Pounds from Mr. Chris Jones
29 together with whatever cash you may have had, isn't that right?

12:36:40 30 A. Correct.

- 12:36:41 1 Q. 440 On the 10th of November you take out 55,000 Pounds in cash so you have 73,500
2 Pounds in cash at a minimum, isn't that right?
- 3 A. Yes.
- 4 Q. 441 And according to the information you have provided to the Tribunal you make the
12:36:54 5 following payments. You say, all right. You say you pay Ms. Olivia Mitchell
6 500 Pounds. You say you pay Mr. Colm McGrath 2,000 pounds. You say you pay
7 Mr. Pat Rabbitte 3,000 Pounds. You say you paid Mr. Cosgrave, that's Mr. Liam
8 Cosgrave 5,000 Pounds?
- 9 A. That's correct.
- 12:37:12 10 Q. 442 You say you pay Mr. GV Wright 5,000 Pounds?
- 11 A. Correct.
- 12 Q. 443 You say you pay Mr. Richard Green, although it is later in December, 500
13 Pounds?
- 14 A. That's correct.
- 12:37:21 15 Q. 444 You say you paid Mr. Liam Lawlor 25,000 pounds?
- 16 A. That's correct.
- 17 Q. 445 That comes to 45,000 Pounds?
- 18 A. Yes.
- 19 Q. 446 In fact it comes to 45,000 Pounds only if you include the 4,000 Pounds that Mr
12:37:32 20 Cathal Boland says you paid him which you denied paying him?
- 21 A. I have no recollection of ever giving 4,000 pounds to Mr. Cathal Boland.
- 22 Q. 447 Assuming for the moment that Mr Boland is correct, the figure is 45,000 Pounds.
23 If Mr. Boland is not correct and you are correct then the figure is 41,000
24 Pounds. And you have 73,500 Pounds. And what happened to the difference then
between the two Mr. Dunlop?
- 25 A. I kept it.
- 27 Q. 448 And where did you keep?
- 28 A. I kept it at home or brought some of it with me on occasion to the office if I
29 thought the need would arise.
- 12:38:06 30 Q. 449 Yes. So in fact if your evidence that you are shortly going to give the

- 12:38:12 1 Tribunal in relation to the payments is correct, you never had a necessity for
2 55,000 Pounds because you only expended 45,000 Pounds isn't that right?
3 A. Well I regarded the need that I had a necessity for 55,000. That's why I
4 called in the invoice of the 70 from Mr. O'Callaghan. I wouldn't have done so
5 otherwise if I didn't feel that I had the need for it.
12:38:30 6 Q. 450 Yes. But in fact what transpired Mr. Dunlop, if you are correct in what you
7 say was paid and indeed if Mr. Cathal Boland is incorrect in what he says was
8 paid, you either needed 41,000 or 45,000 Pounds, isn't that right?
9 A. I don't want to enter into a cul-de-sac about this. Mr. Boland is incorrect.
12:38:57 10 I have never given 4,000 pounds to Mr. Cathal Boland.
11 Q. 451 In any event, then the sum you actually spend is 41,000 Pounds?
12 A. Yes.
13 Q. 452 That wouldn't explain a withdrawal of 55,000 Pounds or the necessity for an
14 urgent payment on the 10th of November, Mr. Dunlop, I suggest?
12:39:13 15 A. Well you may suggest of course and you have done and I accept the manner in
16 which you make the suggestion but what I am saying to you is these are the
17 circumstances in which the 70,000 was called in. To use a phrase that we dealt
18 with last week, that the 70,000 was called in because I saw an opportunity to
19 get the payment of 70,000 from Mr. O'Callaghan at that stage and I gave him the
20 details as to where to lodge it or where to transfer it to.
21 Q. 453 And when did you pay the 25,000 pounds that you say that you paid to Mr. Liam
22 Lawlor?
23 A. Yes I paid Mr. Lawlor, I've dealt with this in my, I've dealt with this on a
24 number of occasions. I dealt with this in my statement in ... I called ... I
25 called ... I called to his office and paid Mr. Lawlor 25,000 pounds.
26 Q. 454 And according to your statement you did so on some unspecified date between the
27 date of the calling of the election being the 5th of November and the date in
28 which you moved into Fianna Fail headquarters which you describe as the 17th
29 but in fact was the 20th?
12:40:37 30 A. Was the 20th. That's the reason I was pausing I couldn't recollect the actual

- 12:40:41 1 date on which I moved into Fianna Fail headquarters.
- 2 Q. 455 So what you say about that is on some date between the 5th and 17th you paid
- 3 Mr. Lawlor 25,000 pounds?
- 4 A. Yes.
- 12:40:50 5 Q. 456 And therefore the only person who had demanded a large specific sum of you was
- 6 Mr. Lawlor, isn't that right?
- 7 A. Yes.
- 8 Q. 457 And therefore why didn't you withdraw 25,000 pounds Mr. Dunlop to pay
- 9 Mr. Lawlor?
- 12:41:04 10 A. That I cannot tell you. I may well have expected that there might have been
- 11 greater demands on me.
- 12 Q. 458 Is it possible Mr. Dunlop that you in fact paid a substantial portion of the
- 13 sum of 55,000 Pounds or indeed all of the 55,000 Pounds to one single
- 14 individual?
- 12:41:29 15 A. No.
- 16 Q. 459 And that the reason that you had to have the money on the 10th of November 1992
- 17 was because you had made an arrangement with somebody to pay them a substantial
- 18 sum on the 10th of November 1992?
- 19 A. No, that is not correct.
- 12:41:41 20 Q. 460 If we look at the 10th of November 1992 Mr. Dunlop. At 8431 in your diary.
- 21 A. Yeah.
- 22 Q. 461 There are two entries there, isn't that right?
- 23 A. On the 10th?
- 24 Q. 462 Yes.
- 12:41:57 25 A. Yes.
- 26 Q. 463 One is Ashton's Clonskeagh, OM, isn't that right?
- 27 A. Yes.
- 28 Q. 464 At 5:30 and the next is 8 o'clock Clondalkin?
- 29 A. Yes.
- 12:42:06 30 Q. 465 Now what happened in Ashton's?

- 12:42:09 1 A. I met -- Ashton's, Clonskeagh.OM. OM is Olivia Mitchell.
- 2 Q. 466 Uh-huh?
- 3 A. And I gave 500 Pounds to Olivia Mitchell in Ashton's.
- 4 Q. 467 So that on the 10th what you knew you had to pay on the 10th of November was
- 12:42:25 5 500 Pounds in cash to Ms. Olivia Mitchell, is that right?
- 6 A. Well certainly I went to meet her with that -- there was a lead up to this
- 7 particular exercise involving Therese Ridge and I went to Ashton's certainly to
- 8 pay Ms. Olivia Mitchell.
- 9 Q. 468 Yes, you have told the Tribunal previously that Ms Ridge approached you and
- 12:42:42 10 asked you to make a donation to Ms. Mitchell, isn't that right?
- 11 A. Correct.
- 12 Q. 469 Ms. Ridge denies that and Ms. Mitchell says that you volunteered to pay. At
- 13 the moment concentrating only Mr. Dunlop on the necessity that you might have
- 14 had on the 10th?
- 12:42:56 15 A. Yeah.
- 16 Q. 470 On the 10th you pay 500 Pounds to Ms. Mitchell isn't that right?
- 17 A. Yes.
- 18 Q. 471 And then at 8 o'clock you have an entry Clondalkin, isn't that right.
- 19 A. Yes.
- 12:43:04 20 Q. 472 And what happened in Clondalkin?
- 21 A. I can't specifically tell you what happened on that particular occasion in
- 22 Clondalkin. It's either a meeting in Clondalkin in relation to Quarryvale or
- 23 certainly a meeting with somebody in Clondalkin, I wouldn't be going to
- 24 Clondalkin otherwise.
- 12:43:21 25 Q. 473 Yes. Well according to your statement Mr. Dunlop at 1911. In paragraph 3 of
- 26 that statement?
- 27 A. Yeah.
- 28 Q. 474 You say "that you met Mr. Colm McGrath at his request on the 10th of November
- 29 1992 and you paid him 2,000 pounds in cash at his request", isn't that right?
- 12:43:40 30 A. Correct.

- 12:43:41 1 Q. 475 At a pub in Clondalkin nominated by him?
- 2 A. I can't remember the name of the pub.
- 3 Q. 476 All right. But you, you say that meeting happened on the 10th of November?
- 4 A. Yes.
- 12:43:50 5 Q. 477 And that's the occasion on which you paid Mr. Colm McGrath 2,000 pounds, isn't
6 that right?
- 7 A. Yes.
- 8 Q. 478 So if you are correct in your evidence on the 10th of November you had a
9 requirement for 2,500 pounds in cash. 500 Pounds to Olivia Mitchell, 2,000
10 pounds to Colm McGrath, isn't that correct?
- 11 A. That's correct.
- 12 Q. 479 And you had available to you 18,500 Pounds in cash from which you could have
13 made those payments?
- 14 A. Correct.
- 12:44:13 15 Q. 480 So those two payments don't explain the necessity of the withdrawal of 55,000
16 Pounds on the 10th of November 1992, isn't that right?
- 17 A. That's on the premises that you outlined the matter yes. I needed 55,000
18 Pounds. I withdrew 55,000 Pounds yes.
- 19 Q. 481 But it is 55,000 Pounds that has been urgently transferred to you at your
20 request on that day by Mr. O'Callaghan, isn't that right?
- 21 A. Part of the 70,000 Pounds.
- 22 Q. 482 The 70,000 Pounds is transferred by same day value by Mr. O'Callaghan at your
23 request, isn't that right?
- 24 A. Correct.
- 12:44:43 25 Q. 483 On the same date that this money is transferred you go down to Mr. Ahern in
26 College Street and you withdraw 55,000 Pounds in cash?
- 27 A. Correct.
- 28 Q. 484 But when you go to make your two disbursements you need 2,500 pounds. You
29 already have that, isn't that light?
- 12:44:58 30 A. Yes.

- 12:44:58 1 Q. 485 So on the following day then, the 11th of November, you say that you go to see
2 Mr. Pat Rabbitte?
- 3 A. Yes.
- 4 Q. 486 And you pay him 3,000 Pounds?
- 12:45:09 5 A. Correct.
- 6 Q. 487 Mr. Rabbitte disputes the amount but assuming for the moment you are correct?
- 7 A. Well Mr. Rabbitte doesn't dispute that I visited him.
- 8 Q. 488 But he disputes that it's 3,000 Pounds?
- 9 A. Yes.
- 12:45:20 10 Q. 489 You meet with Mr. Tom Hand isn't that correct?
- 11 A. Correct.
- 12
- 13 CHAIRMAN: Just in relation to the 3,000 to Mr. Rabbitte. I think we've had
14 evidence before.
- 12:45:29 15
- 16 MS. DILLON: Yes.
- 17 A. Yes:
- 18
- 19 CHAIRMAN: In Ballycullen that Mr. Rabbitte says it was 2,000.
- 12:45:35 20
- 21 MS. DILLON: That's correct that's what I was putting. There is the dispute
22 about the amount yes.
- 23
- 24 CHAIRMAN: And Mr. Rabbitte says that he subsequently, after the election.
- 12:45:53 25
- 26 MS. DILLON: On the 17th of December.
- 27
- 28 CHAIRMAN: Through his party returned 2,000 to Mr. Dunlop.
- 29
- 12:45:53 30 MS. DILLON: Yes, that's correct.

- 12:45:53 1 Q. 490 So just look at 8431 at the moment, Mr. Dunlop. Just looking at the 11th. The
2 first entry is Mr. Rabbitte at home, isn't that right?
- 3 A. Yes.
- 4 Q. 491 And that relates to 3,000 Pounds that you say you paid him. He said it was
12:46:10 5 2,000 pounds and you both agree it was in cash, isn't that right?
- 6 A. Yes.
- 7 Q. 492 The next entry is Mr. Tom Hand?
- 8 A. Yes.
- 9 Q. 493 Did you make any payment to Mr. Hand on that occasion?
- 12:46:23 10 A. I can't specifically recollect Ms. Dillon to be honest with you in relation to
11 that particular meeting with Mr. Hand. I don't believe I did. But I can't be
12 absolutely 100 per cent certain.
- 13 Q. 494 And at 11:30 you meet Mr. Michael Joseph Cosgrave in the Marine Hotel?
- 14 A. Yes.
- 12:46:58 15 Q. 495 You previously indicated you think you didn't make that meeting?
- 16 A. Uh-huh.
- 17 Q. 496 You have an entry for Mr. Cathal Boland at DCC?
- 18 A. Yes.
- 19 Q. 497 Mr. Boland says you paid 4,000 pounds, you say you paid nothing?
- 12:47:10 20 A. Yes.
- 21 Q. 498 You have a meeting with Mr. Liam Cosgrave at Newtownpark Avenue?
- 22 A. Yes.
- 23 Q. 499 Mr. Cosgrave says that while you did pay 2,000 pounds in cash in the course of
24 the 92 General Election you did not pay him 5,000 Pounds at Newtownpark Avenue,
25 isn't that right?
- 26 A. Yes.
- 27 Q. 500 So assume for the moment that your evidence is correct Mr. Dunlop. On the 11th
28 you paid 3,000 to Mr. Rabbitte, you paid 5,000 Pounds to Mr. Cosgrave, isn't
29 that right?
- 12:47:36 30 A. Correct.

- 12:47:36 1 Q. 501 So you pay out 8,000 Pounds?
- 2 A. Yeah.
- 3 Q. 502 Isn't that right?
- 4 A. Correct.
- 12:47:41 5 Q. 503 That wouldn't explain a necessity for 55,000 Pounds, isn't that right, on the
6 10th?
- 7 A. As you outline it, yes, correct.
- 8 Q. 504 Well either that's correct or it's not correct Mr. Dunlop. I mean --
- 9 A. No, no, I've said quite specifically. I withdrew the 55,000 Pounds. There is
12:47:56 10 documentary evidence to support that, I withdrew it in cash. The reason I
11 withdrew it in cash as I have outlined, I felt the necessity of having that
12 amount of cash with me in the circumstances that obtained at that time, namely,
13 the political circumstances vis-a-vis a General Election.
- 14 Q. 505 Now, on the 11th of November possibly, you also visit Mr. GV Wright, isn't that
12:48:20 15 right?
- 16 A. Yes.
- 17 Q. 506 Well Mr. O'Callaghan says at 3152. That on the 11th of November 92 he gave a
18 contribution of 5,000 Pounds?
- 19 A. Yes.
- 12:48:29 20 Q. 507 To Mr. GV Wright as a political contribution towards his expenses in connection
21 with the November 1992 General Election following a request from him for
22 support?
- 23 A. Correct.
- 24 Q. 508 And Mr. O'Callaghan's cheque which is at 8467 is dated the 11th of November
12:48:46 25 '92?
- 26 A. Yes.
- 27 Q. 509 Assuming for the moment that Mr. O'Callaghan is correct in his dates in
28 relation to that, that would mean that you went out to Mr. GV Wright's house on
29 the 11th of November and you paid him 5,000 Pounds?
- 12:49:00 30 A. Yes.

- 12:49:00 1 Q. 510 So that if all of that, if you are correct then what you pay on the 11th is
2 5,000 Pounds to Mr. GV Wright. 5,000 Pounds to Mr. Cosgrave. And 3,000 Pounds
3 to Mr. Rabbitte?
- 4 A. Yes.
- 12:49:11 5 Q. 511 So you expend 13,000 Pounds on the 11th?
- 6 A. I -- just for a moment, not to discommode you, I think that Mr. O'Callaghan
7 while his cheque is dated the 11th I don't believe that, it was in or around
8 the 11th that we called to see Mr. Gilbride but I believe it may have been the
9 following morning, the 12th.
- 12:49:32 10 Q. 512 Whether it was the 11th or the 12th Mr. Dunlop what we are focussing on here is
11 the amount you have told the Tribunal that you spent?
- 12 A. Yes.
- 13
- 14 JUDGE FAHERTY: Ms. Dillon, I beg your pardon. Mr. Dunlop just referred to
15 Mr. Gilbride. I think you must have meant Mr. GV Wright
- 16 A. I beg your pardon. I do apologise, yes.
- 17
- 18
- 19
- 12:49:55 20 JUDGE FAHERTY: Sorry, Ms. Dillon
- 21
- 22 MS. DILLON: What I am going to take you through on the next occasion, Mr.
23 Dunlop, what each of these people have said.
- 24 A. Right.
- 12:50:04 25 Q. 513 And some of your prior evidence in relation to it. But at the moment all I am
26 looking at Mr. Dunlop to see can we make any sense of this is where the
27 necessity was for the 55,000 Pounds that you did withdraw on the 10th of
28 November?
- 29 A. Yes.
- 12:50:16 30 Q. 514 And what I am pointing out to you is whether Mr. GV Wright was paid by you on

- 12:50:21 1 the 10th or the 11th or the 12th is irrelevant?
- 2 A. Okay fine.
- 3 Q. 515 It is the amount that's important?
- 4 A. Okay.
- 12:50:36 5 Q. 516 And if your evidence is correct, what you spend between the 11th and 12th of
6 November is 5,000 Pounds to Mr. Cosgrave, 5,000 Pounds to Mr. Wright and 3,000
7 Pounds to Mr. Rabbitte, isn't that right?
- 8 A. Correct.
- 9 Q. 517 13,000 Pounds?
- 12:50:39 10 A. Yep.
- 11 Q. 518 And on the previous day the 10th you spent 2,500 pounds?
- 12 A. Correct.
- 13 Q. 519 So between 10th, 11th and 12th of November you spend 15,500 Pounds?
- 14 A. Right.
- 12:50:50 15 Q. 520 Now, that does not explain a withdrawal of 55,000 Pounds that was urgently paid
16 to you on the 10th of November 92, Mr. Dunlop?
- 17 A. I repeat again, or reprise again what I've said. I asked Mr. O'Callaghan for
18 the payment urgently obviously because it was done urgently in the manner it
19 was done, because I felt I had a necessity in the context of a General Election
20 that demands would be made on me for contributions.
- 12:51:15 21 Q. 521 You had, of the 18,500 Pounds, that you had already available to you in cash
22 would more than have covered the payments that you say you made on the 10th,
23 11th or 12th of November 1992, isn't that right?
- 24 A. Yes they do, yes.
- 12:51:33 25 Q. 522 Right. So that these payments don't explain a necessity for 55,000 Pounds, Mr.
26 Dunlop?
- 27 A. It is what I perceived on a given occasion what I thought might be necessary.
28 And I withdrew 55,000 Pounds on that basis.
- 29 Q. 523 Right. Would you have met any senior politicians around this time Mr. Dunlop?
- 12:51:55 30 A. I may well have done yes, given the circumstances that obtained yes.

- 12:51:59 1 Q. 524 Would you for example have been at the launch of any of the election
2 manifestos?
- 3 A. I don't believe I was at the launch of manifestos, no.
- 4 Q. 525 No?
- 12:52:08 5 A. Well I could only have been at one. I certainly wasn't going to be going to
6 Democratic Left manifesto. If I was at any manifesto launch it was the Fianna
7 Fail manifesto launch but I don't believe I was.
- 8 Q. 526 That was on the 11th, at 2:30 on the 11th?
- 9 A. Yeah.
- 12:52:23 10 Q. 527 So?
- 11 A. I don't believe I did.
- 12 Q. 528 So the election is being launched effectively at this point in time?
- 13 A. Yes.
- 14 Q. 529 Is it possible that what in fact happened is that you made a substantial
12:52:34 15 payment to either Fianna Fail political party or you might have made a
16 substantial payment to some senior politician?
- 17 A. No.
- 18 Q. 530 You are saying that definitely didn't occur?
- 19 A. Absolutely didn't occur.
- 12:52:44 20 Q. 531 And you say to the Tribunal that notwithstanding the strange and unusual
21 circumstances in which you arrange with Mr. O'Callaghan that he would deviate
22 from his normal method of paying you and make same day value cash transfer to
23 you. The only reason you had for doing that is because you were going to make
24 piecemeal payments to a number of councillors?
- 12:53:02 25 A. In the circumstances that obtained, the political circumstances that obtained,
26 there was a General Election and I believed that there would be a necessity to
27 have this amount of money in my possession.
- 28 Q. 532 All right.
- 29
- 12:53:14 30 CHAIRMAN: Well sorry, Mr. Dunlop. Are we to take it then that while you

- 12:53:18 1 can't identify anything more than the 25,000 to Mr. Lawlor and the 14 or 15,000
2 to other politicians, whose names have been given to the Tribunal, are we to
3 take it, therefore, that the balance of the 18 plus 55,000, the 73,000 odd in
4 cash that was used by you to pay politicians, be they councillors or whoever,
12:53:53 5 over the days that follow the 10th of November
6 A. Well certainly it would have been money that I have, as I said the confluence
7 of funds that I had available to me on an ongoing basis. What I did exactly
8 with it I cannot say to you.
9
- 12:54:08 10 CHAIRMAN: Well are we to take it that the vast bulk of that money was used
11 for payments to politicians given that it was, given that the election was
12 imminent
13 A. Yes.
14
- 12:54:23 15 CHAIRMAN: Because that's the reason why, as I understand it, that's the
16 reason for your seeking it hurriedly from Mr.
17 A. Yes.
18
- 12:54:34 19 CHAIRMAN: From Mr. O'Callaghan
20 A. Yes.
21
- 22 CHAIRMAN: It wasn't because of any other domestic or business expenditure
23 that you had in mind?
24 A. No, no, no.
- 12:54:41 25
- 26 CHAIRMAN: So your intention was that the 73,000 odd Pounds that you had in
27 cash once this money from Mr. O'Callaghan came through was going to be used by
28 you to pay politicians. And you are able to account only for its money going
29 to Mr. Lawlor and the 14,000 odd going to other politicians?
30 A. Yes.

- 12:55:06 1
2 CHAIRMAN: But we can take it that the balance almost certainly went to other
3 politicians whose names we don't have?
- 12:55:17 4 A. I cannot say that to you. I cannot say that I gave any other monies to any
5 politician during the course of the 1992 election other than the monies that I
6 have identified. I cannot say what I did specifically with the remainder of
7 the money. I may well have used some of the money personally. I cannot say
8 that to you specifically but certainly I would have retained the money in cash
9 in the manner that I have outlined to Ms. Dillon but I cannot say other than
- 12:55:41 10 contributions that I would have made to other politicians which would have been
11 made by cheque.
- 12
13 CHAIRMAN: No. I mean, the only -- the focus of these, of these questions is
14 to try to identify as much as possible the expenditure of 73,000 odd Pounds in
12:56:07 15 cash
- 16 A. Uh-huh.
- 17
18 CHAIRMAN: Your evidence is that you sought it hurriedly or 55,000 of it from
19 Mr. O'Callaghan. The context in which you hurriedly sought that money was the
12:56:23 20 fact that there was a General Election about to happen and that you would have
21 to be in a position to make payments to politicians?
- 22 A. Correct.
- 23
24 CHAIRMAN: And it seems to follow, therefore, that that was the intended
12:56:36 25 purpose of the 73,000 Pounds and that while you can't account for every penny
26 of that, can we take it that the bulk of that money was so used by you?
- 27 A. No. You can take it as definite that the amount of money I have said that I
28 gave to politicians in cash at this time came out of that combined source,
29 including the 55,000. What I did with the remainder, I either kept it or used
12:57:09 30 some of it. I cannot absolutely say to you that I didn't use some of it

1 personally, I may well have done but that the remainder of that monies was kept
2 by me, it was not re lodged or used for any other purpose unless I saw fit. In
3 due course, I cannot say to you that I did not give some of that money to
4 politicians subsequently, outside of the context of a General Election.

5
6 CHAIRMAN: But if you were taking 55,000 Pounds out in cash and you had 18,000
7 pounds in cash?

8 A. Yep.
9

10 CHAIRMAN: Presumably it was with the idea that you were going to use it over
11 the near future?

12 A. Yes, as I said to Ms. Dillon, yes.
13

14 CHAIRMAN: And was it in your mind at the time that you withdrew the 55,000
15 that you felt you might need this for political payments, whether you actually
16 went on to use it for that purpose you are not certain?

17 A. The answer to that --
18

19 CHAIRMAN: Or whether you went on to use it for that purpose in the immediate
20 period.

21 A. The answer to that question, Mr. Chairman, is yes.
22

23 CHAIRMAN: All right.
24

25 MS. DILLON: But other than the payments that you say you made including the
26 25,000 pounds that you say that you paid to the late Mr. Lawlor, you cannot
27 account for the balance of the 73,000 Pounds, isn't that right?

28 A. No.
29 Q. 533 And insofar as the late Mr. Lawlor is concerned, Mr. Lawlor admits that you
30 called to his house and he says that the amount of a political donation that

- 12:58:43 1 you paid to him was 5,000 Pounds and not 25,000 pounds but you disagree with
2 that, isn't that right?
- 3 A. That's correct.
- 4 Q. 534 And you say that the figure was 25,000 pounds?
- 12:58:52 5 A. Yeah.
- 6 Q. 535 Can I ask you, Mr. Dunlop. At the time that you took out the 55,000 Pounds did
7 you amalgamate it with the funds that you already had?
- 8 A. I may well have done, yes. I can't say specifically to you that I did. I
9 have generally used the phrase a confluence of funds that were available to me.
I may well have done.
- 12:59:12 10 Q. 536 This is November 1992, Mr. Dunlop, and 70,000 Pounds is a vast amount of money,
11 isn't that right?
- 13 A. It is yes.
- 14 Q. 537 The order of the payments that you are making with the exception of the money
12:59:25 15 that you say that you paid Mr. Lawlor, the biggest payment was 5,000 Pounds?
- 16 A. Correct.
- 17 Q. 538 And I think that Mr. Rabbitte described the payment that you made to him, which
18 he says was 2,000 pounds, as one of the biggest donations he ever received,
19 isn't that right?
- 12:59:39 20 A. Yes.
- 21 Q. 539 That's what he told the Tribunal?
- 22 A. That's what he said yeah.
- 23 Q. 540 And I think that Mr. Wright said that when he was paid the 5,000 Pounds from
24 you and the 5,000 Pounds from Mr. O'Callaghan, it was the single biggest
12:59:50 25 donation that he ever received, isn't that right?
- 26 A. Yes.
- 27 Q. 541 And that therefore 5,000 Pounds was regarded as a very significant political
28 donation, isn't that right?
- 29 A. Yes.
- 12:59:58 30 Q. 542 So that a sum of 73,000 Pounds was in today's terms and in 1992 a vast amount

- 13:00:05 1 of money?
- 2 A. Yes.
- 3 Q. 543 And in your entire life, Mr. Dunlop, had you ever withdrawn 55,000 Pounds in
- 4 cash from a bank before?
- 13:00:23 5 A. Before, never.
- 6 Q. 544 Never or indeed since?
- 7 A. Since, no.
- 8 Q. 545 Was that the single biggest cash transaction, I am not saying financial
- 9 transaction, I am saying cash transaction, that you had ever done?
- 13:00:25 10 A. It probably was, yes.
- 11 Q. 546 So it was a significant and unusual transaction merely due to the size of the
- 12 money that you were handling?
- 13 A. Correct yes.
- 14 Q. 547 All right. So that, and it is I suggest to you, not a thing that somebody
- 13:00:37 15 would do lightly, that they would go to their bank and withdraw 55,000 Pounds
- 16 in cash and walk back to their office with it, isn't that right?
- 17 A. I would have said yes to that question had I not read other stories in relation
- 18 to somebody walking down Grafton Street with a sports bag and a half a million
- 19 Pounds in cash in it.
- 13:00:52 20 Q. 548 I am asking you about you Mr. Dunlop?
- 21 A. Correct.
- 22 Q. 549 I am not asking you to compare yourself to anybody else. I am talking about
- 23 your own experiences in dealing with cash?
- 24 A. As far as I am concerned non-comparability with anybody else, yes.
- 13:01:06 25 Q. 550 Therefore it was a significant event in your life?
- 26 A. Yes, I mean, I went and I withdrew the money yes.
- 27 Q. 551 And you did so for the purpose of paying politicians?
- 28 A. I did so with the purpose -- in the circumstances that obtained of a General
- 29 Election and my preparation in relation to demands which I suspected would be
- 13:01:26 30 made of me.

- 13:01:26 1 Q. 552 And were all of the politicians that you paid National politicians Mr. Dunlop?
2 Were they all standing in the General Election?
3 A. Yes I believe so.
4 Q. 553 Was Ms. Mitchel standing?
13:01:41 5 A. Yes she was.
6 Q. 554 Mr. Colm McGrath?
7 A. Yes he stood.
8 Q. 555 Mr. Pat Rabbitte?
9 A. Yes.
13:01:46 10 Q. 556 Mr. Cathal Boland?
11 A. Um, I can't absolutely say whether Cathal stood on that occasion or not. I
12 know he sought a nomination. I'm not absolutely certain whether he stood or
13 not.
14 Q. 557 Mr. Liam Cosgrave?
13:01:59 15 A. Yes he certainly was standing.
16 Q. 558 Mr. GV Wright?
17 A. Yes.
18 Q. 559 Mr. Lawlor?
19 A. Yes.
13:02:04 20 Q. 560 And Mr. Richard Green?
21 A. Yes, I believe so, yes.
22 Q. 561 And you say it was only to make payments to those separate and effectively
23 unconnected people that you withdrew the money, is that right?
24 A. Yes, I withdrew the money in the circumstances that obtained in anticipation of
demand.
25 Q. 562 Yes. And you did not do so in response to an agreement to pay any particular
individual, is that the position?
26 A. No, that is correct.
27 Q. 563 Thank you, Mr. Dunlop. We might conclude there, Sir, it's one o'clock.
13:02:37 30

13:02:37 1 CHAIRMAN: All right. We are sitting again at two o'clock for another
2 witness.
3

4 MS. DILLON: Mr. Seamus Maguire.

13:02:42 5 CHAIRMAN: We are not sitting tomorrow apparently?
6

7
8 MS. DILLON: No, Sir but Mr. Dunlop has agreed to make himself available next
9 Wednesday in the afternoon.

13:02:50 10 CHAIRMAN: Yes, but tomorrow?

11
12 MS. DILLON: No, Sir. Subject to the evidence this afternoon, concluding this
13 afternoon.
14

13:02:57 15 CHAIRMAN: Oh yes, obviously that could carry over.
16

17
18 MS. DILLON: And then we are sitting on Thursday. Yes, Mr. Dunlop will resume
19 his evidence on Thursday.
20

21 CHAIRMAN: All right. Thank you.
22

23
24

13:04:57 25
26 **THE TRIBUNAL THEN ADJOURNED FOR LUNCH.**
27
28
29
30

13:05:00 1 **THE TRIBUNAL RESUMED AS FOLLOWS AT 2:00 P.M.:**

2

3

4 MR. QUINN: Good afternoon, Sir.

14:06:42 5

6 Mr. Seamus Maguire, please.

7

8

9

14:06:46 10 **MR. SEAMUS MAGUIRE, PREVIOUSLY SWORN, WAS QUESTIONED**

11 **BY MR. QUINN AS FOLLOWS:**

12

13

14

14:06:46 15 MR QUINN: Thank you Mr. Maguire, you are already sworn

16 A. Yes.

17 Q. 564 From having given evidence I think previously in Quarryvale 1.

18

19 CHAIRMAN: Good afternoon, Mr. Maguire

14:07:00 20 Q. 565

21

22 MR. QUINN: Mr. Maguire, you are a solicitor and I think a principal in the
23 firm of Seamus Maguire and Company Solicitors in Blanchardstown, is that
24 correct?

14:07:07 25 A. That's correct yes.

26 Q. 566 And as I say you have already given evidence in Quarryvale I and I think on
27 that occasion a request for a statement from you dated the 8th May 2000 at
28 brief page 2736 was opened and the response dated the 16th of May 2000 which
29 was at brief page 2737 and 2738 was opened also. That letter now on screen of
30 the 16th of May 2000 at 2737 had brief page reference in the Quarryvale I

- 14:07:40 1 portion of this module at 949 and 950 and I think you there dealt with the
2 Bruton Lands, Allied Irish Bank, Owen O'Callaghan and your position as
3 secretary to Barkhill, isn't that right?
- 4 A. That's correct.
- 14:07:53 5 Q. 567 And I think you concluded that letter by saying that you would like to state
6 that at no time did any of the parties that you dealt with ever discuss
7 payments to politicians, is that correct?
- 8 A. That's correct.
- 9 Q. 568 And then I think you had been written to on the 22nd of February 2001 and
14:08:06 10 that's at Quarryvale II, brief page 2739 which held brief page reference in the
11 Quarryvale I brief of 951 and you were asked for a statement setting out a
12 chronology of your dealings with Mr. Gilmartin, isn't that right?
- 13 A. Correct.
- 14 Q. 569 And at 2740 in a letter dated the 20th of March 2001 you responded to that
14:08:30 15 letter and you enclosed a statement to the Tribunal, isn't that correct?
- 16 A. That's correct.
- 17 Q. 570 And that response at 2740 had brief page reference 952 in the Quarryvale I
18 brief. And the enclosed statement which is to be found in the Quarryvale II
19 brief between pages 2741 and 2750 was also included subject to redaction in the
14:08:50 20 Quarryvale 1 brief at Quarryvale I brief page reference -- 953 to 962?
- 21 A. That's correct.
- 22 Q. 571 And I think you did give evidence to the Tribunal on days 495 and 499 in
23 relation to matters up to a period in or about 1990, isn't that correct?
- 24 A. Correct.
- 14:09:07 25 Q. 572 And in support of your evidence at that time as I say, that statement up to
26 Quarryvale I, brief page reference 960 and Quarryvale II brief page reference
27 2748 was disclosed as part of that brief. However, the remaining portion, that
28 is from pages 2748 under the heading secretarial duties to page 2750 was
29 redacted, isn't that right?
- 14:09:36 30 A. That's correct.

14:09:37 1 Q. 573 And I think you have advised the Tribunal as we now see in the unredacted
2 portion of that statement that from your recollection the first board meeting
3 in Barkhill was held on the 13th of September 1991 at the offices of William
4 Fry, the same day as the share subscription agreement was prepared. You say
14:09:57 5 that Vera Gilmartin, the secretary of Barkhill, was unable to attend and you
6 were asked to carry out some of her functions. Over the next five years, until
7 Tom Gilmartin sold his interest in Barkhill you attended most if not all of the
8 meetings in your capacity as secretary of Barkhill and on some occasions -- the
9 minutes of some occasions -- the minutes were taken by done John Deane and Mary
14:10:15 10 Basquille of AIB. You say generally the board meetings dealt with A, progress
11 in relation to rezoning and B, progress in relation to locating tenants for the
12 site to develop (quoted). C, the bank expressing their concern ...
13
14 CHAIRMAN: Sorry, Mr. Quinn. You are going too fast.

14:10:30 15
16 MR. QUINN: Apologies. The bank expressing their concern about the slowness
17 of the progress and their concern about the of money that they had lent. And
18 D, your input apart from these times when you took the minutes was to give an
19 update in relation to the various litigation that you were attending on the
20 company's behalf.

21
22 You say normally present at the board meetings were Owen O'Callaghan who was
23 generally the Chairman, Barry Pitcher, a director nominated by the bank by the
24 bank. Paul Sheeran nominated by Tom Gilmartin when Tom was not in attendance,
14:10:45 25 Mary Basquille from AIB, John Deane, Owen O'Callaghan's solicitor and either
26 Michael O'Farrell from the bank or Jim Donagh from the bank.

27
28 You say that from time to time there was some disagreement between Tom
29 Gilmartin and Owen O'Callaghan. Tom Gilmartin claimed that he was not being
30 kept informed as to the progress in relation to the development. Owen

14:11:18 1 O'Callaghan continually disputed that.

2

3 You go to say "I refer to one particular meeting held in the Bank Centre on the
4 19th of May 1994. Present were Owen O'Callaghan, Chairman, Barry Pritchard,
14:11:28 5 director for the bank, myself, John Deane, Michael O'Farrell, Mary Basquille.

6 Tom Gilmartin did not attend however he did require that I propose the
7 following questions.

8

9 And you there set out four questions which you say you proposed on his behalf.

14:11:41 10

11 A. He believed that Owen O'Callaghan had acquired the Council yard for his
12 benefit. Owen O'Callaghan responded by indicated that he had not done so,
13 that the council yard was obtained for the benefit of Barkhill.

14

14:11:50 15 B. Tom Gilmartin inquired as to whether or not Owen O'Callaghan had purchased
16 St. Patrick's land for his own benefit. Owen O'Callaghan responded by
17 indicating to the meeting that any such arrangement was for the benefit of
18 Barkhill. He was obliged to deal with St Patrick in order to get a letter from
19 them consenting to the planning application. Contracts had been received for
14:12:08 20 the purchase of the lands but not yet signed at that time.

21

22 C. Tom Gilmartin inquired as to whether or not Owen O'Callaghan had done a
23 private deal with the IDA. Owen O'Callaghan replied that such deal had been
24 done with the IDA. He had spoken to the IDA in an effort to persuade them to
14:12:24 25 actively promote Barkhill's industrial lands.

26

27 D. Tom Gilmartin requested information as to the fees and costs O'Callaghan
28 Properties had charged that were not recorded. Owen O'Callaghan recorded that
29 all accounts that had been paid had been formally passed to the bank. Mary
14:12:40 30 Basquille indicated that a full list of these had been submitted to Tom. Owen

1 O'Callaghan confirmed that no other costs had been incurred other than had been
2 agreed at the board meeting.

3

4 At the same time the bank's representatives became more and more agitated by
5 the delays in achieving the rezoning and planning permission for the site."

6

7 And you say that "through 1995 the bank expressed more concern about the large
8 debt that Barkhill had accumulated. In a board meeting of the 23rd of February
9 1996 wherein the bank set out that at that time that they had a loan of 24
10 million outstanding and wanted answers from Barkhill as to how the money was to
11 be repaid.

12

13 You say prior to this meeting Tom Gilmartin had engaged the services of Noel
14 Smyth & Partners as his legal representatives. Noel Smyth of that firm
15 negotiated the sale of Tom and Vera's interest in Barkhill to Owen
16 O'Callaghan's companies. I had no involvement in those negotiations although I
17 did attend at the completion of the transaction to sign as Vera Gilmartin's
18 attorney.

19

20 At no time in any of the meetings I attended were politicians discussed as
21 individuals or collectively or any reference made to payments to politicians.
22 Similarly in all of my dealings with Tom Gilmartin or anybody on his behalf no
23 payment to politicians were ever discussed with me".

24

25 Now, insofar as I have read that statement to you, Mr. Maguire, is that your
26 recollection?

27 A. That's my recollection, yes.

28 Q. 574 Yes. Now as I say, you did in fact give evidence on two days in the Quarryvale
29 I segment of this Module on days 495 and 499. And I think and I am going to
30 summarise very briefly and very generally what I understood your evidence to be

- 14:14:21 1 at that time. And whilst I am, it is the case that I am summarising your
2 evidence, if I am incorrect in anything please correct me?
- 3 A. Yes.
- 4 Q. 575 By way of a brief summary. Would it be fair to say that you indicated to the
14:14:33 5 Tribunal that you had been introduced to Mr. Gilmartin by Mr. Paul Sheeran, who
6 was the Manager in the Bank of Ireland in Blanchardstown?
- 7 A. That's correct.
- 8 Q. 576 And I think that introduction had been sometime in 1987 or 88?
- 9 A. That's correct.
- 14:14:45 10 Q. 577 For a time Mr. Gilmartin had been, I think, dealing with the business of
11 Arlington Securities within the State and in that regard had been using the
12 solicitors of Beauchamp solicitors?
- 13 A. That's correct.
- 14 Q. 578 I think you indicated to the Tribunal that you had acted as Mr. Gilmartin's
14:15:00 15 solicitor from time to time in the purchase of properties which were to come
16 into the?
- 17 A. I will just clarify that. I was acting for Tom Gilmartin. When Arlington
18 took a share in the business they engaged Beauchamps and they dealt with
19 matters from then on.
- 14:15:23 20 Q. 579 Yes. That was in connection with Bachelor's Walk?
- 21 A. Bachelor's Walk, yes, that's correct.
- 22 Q. 580 Now I think -- just in relation to Mr. Gilmartin. I think you would have a
23 fairly detailed knowledge of Mr. Gilmartin from 1987 right through until 1996?
- 24 A. Correct.
- 14:15:37 25 Q. 581 And he would have rang you and you would have been in communication with each
26 other and you would have got to know each other quite well over that period?
- 27 A. Very well, yes.
- 28 Q. 582 Yes. Now, I think you advised the Tribunal in the course of that evidence that
29 Mr. Gilmartin did advise you at some stage or you had some discussion with him
14:15:58 30 about a cancelled meeting of, that he had with his professional advisors and

- 14:16:04 1 Dublin County Council, is that correct?
- 2 A. That's correct.
- 3 Q. 583 And I think you also told the Tribunal that he advised you about being gazumped
- 4 in relation to Corporation --
- 14:16:13 5 A. That's correct.
- 6 Q. 584 And he didn't go into detail?
- 7 A. That's correct.
- 8 Q. 585 I think you advised the Tribunal about his complaints concerning delays in the
- 9 planning and zoning rezoning system in Dublin, is that correct?
- 14:16:20 10 A. That's correct, yes.
- 11 Q. 586 And I think you also indicated that he advised you that he would get
- 12 designation for his Quarryvale site but you didn't ask him and he didn't advise
- 13 you as to how this was going to happen?
- 14 A. Well he was gung ho about it, he said that he was going to get it.
- 14:16:36 15 Q. 587 Now what you did tell the Tribunal Mr. Maguire is that Mr. Gilmartin did not
- 16 tell you of any of the following matters. And I think you told the Tribunal
- 17 that he did not tell you that Mr. Liam Lawlor had attended an Arlington
- 18 meeting at Arlington's offices in London?
- 19 A. He didn't tell me that, no.
- 14:16:55 20 Q. 588 I think you told the Tribunal that he did not tell that you Mr. Lawlor was
- 21 being paid a sum of 3,500 pounds per month by him on behalf of Arlington or at
- 22 all?
- 23 A. Absolutely not.
- 24 Q. 589 I think you told the Tribunal that Mr. Gilmartin did not tell you about
- 25 Mr. Lawlor's claims for an interest in Arlington?
- 26 A. He didn't tell me that, no.
- 27 Q. 590 He did not tell you, you say, about George Redmond or being introduced to
- 28 Mr. Redmond by Mr. Lawlor?
- 29 A. No.
- 14:17:08 30 Q. 591 He did not tell you about being provided by Mr. Redmond and/or Mr. Lawlor of a

- 14:17:25 1 map of the Quarryvale area showing the land holdings in that area?
- 2 A. No.
- 3 Q. 592 Is that correct?
- 4 A. No.
- 14:17:30 5 Q. 593 You say that he did not tell you that he had a meeting with Padraig Flynn or
6 indeed did he mention Mr. Flynn to you?
- 7 A. No.
- 8 Q. 594 He did not tell you, you say, or complain to you about any demands of monies
9 being made of him by councillors?
- 14:17:53 10 A. No he didn't.
- 11 Q. 595 He did not tell you you say or advise you that he had made complaints about
12 Mr. Lawlor and Mr. Redmond, Mr. Sean Haughey or Mr. Paddy Morrissey or indeed
13 to Mr. Feeley?
- 14 A. No.
- 14:17:56 15 Q. 596 He did not tell you and you were not aware that his complaints had led to a
16 Garda inquiry?
- 17 A. No.
- 18 Q. 597 He did not tell you, you say, and he made no mention to you that he had, he was
19 intent on paying money to Mr. Flynn for Fianna Fail or at all. You say that he
14:18:16 20 did not tell you of a demand being made of Mr. Sheeran, Manager in Bank of
21 Ireland in Blanchardstown of 10,000 Pounds by Mr. Lawlor from his account?
- 22 A. No.
- 23 Q. 598 You say that he did not tell you of a demand of 100,000 Pounds being made of
24 him by Mr. Finbarr Hanrahan?
- 14:18:31 25 A. No.
- 26 Q. 599 You say that he did not mention to you and you were not aware that he had
27 attended a meeting with Mr. Haughey and other cabinet members in Dail Eireann
28 in early 1989?
- 29 A. No.
- 14:18:42 30 Q. 600 Nor that he had been the subject of a demand for 5 million Pounds after that

- 14:18:47 1 meeting?
- 2 A. No.
- 3 Q. 601 You say that he did not tell you and you were not aware that he had attended at
- 4 Customs House and had met Mr. Flynn and had there given him a cheque for 50,000
- 14:18:58 5 Pounds?
- 6 A. No.
- 7 Q. 602 He did not discuss with you his intention to make a payment to Fianna Fail?
- 8 A. No.
- 9 Q. 603 He did not tell you that he had made a payment to Fianna Fail?
- 14:19:09 10 A. No.
- 11 Q. 604 He never told you that the Guards had contacted him or that to seek his
- 12 co-operation in relation to an inquiry in relation to corruption of planning
- 13 matters in Dublin?
- 14 A. No.
- 14:19:22 15 Q. 605 You say that all of those matters were never brought to your attention by Mr.
- 16 Gilmartin?
- 17 A. No.
- 18 Q. 606 I have to tell you Mr. Maguire that a series of witnesses have given evidence
- 19 that throughout this period Mr. Gilmartin made complaints of one fashion or
- 14:19:36 20 another in relation to those matters but you say as his solicitors?
- 21 A. He didn't discuss it with me.
- 22 Q. 607 He never discussed it with you?
- 23 A. No.
- 24 Q. 608 Even though you were solicitor, confident and had been his advisor and friend
- 14:19:48 25 throughout that period?
- 26 A. That's correct.
- 27 Q. 609 Mr. Gilmartin has given evidence to the Tribunal that he did in fact discuss
- 28 the question of what would constitute a substantial donation with you and
- 29 others. You disagree with his evidence?
- 14:20:02 30 A. Absolutely not with me, no.

- 14:20:04 1 Q. 610 He said that you were amongst those who advised him to give the parties a
2 donation to see if something could be done about what was going --
3 A. Absolutely not.
4 Q. 611 He said that you advised him or either yourself or Mr. Sheeran or both of you
14:20:19 5 probably advised him that to give a donation to a political party would not be
6 an illegal act?
7 A. That is completely incorrect.
8 Q. 612 Mr. Gilmartin has given evidence in accordance with a telephone conversation he
9 had with the Tribunal at an early stage in 1998 concerning an incident
14:20:46 10 involving Mr. O'Callaghan. If I could have 22565. This is an extract sent to
11 you, Mr. Maguire?
12 A. Yeah.
13 Q. 613 From the evidence being given by Mr. Gilmartin to the Tribunal. And in the
14 course of that evidence which was given on the 13th of June 2007 on day 732.
14:21:05 15 Mr. Gilmartin gives evidence of an incident where he alleges Mr. O'Callaghan
16 was listening in to, secretly listening in to his conversation with you. You
17 were provided with this evidence, isn't that right and this extract?
18 A. I was, yes.
19 Q. 614 He said that if we look there at question 316. He is dealing with an incident
14:21:25 20 of a broom cupboard where -- in a toilet?
21 A. Yes I went in. We had a break. We went into the gents and Mr. O'Callaghan had
22 been outside the door talking to someone and he disappeared when we went out
23 and he fell out of a broom cupboard. I literally -- we heard this rattle and
24 when I looked there he opened the door of the broom cupboard and he fell out of
14:21:42 25 it. You say "will we look," Isn't that right?
26 Q: Who was with you?
27 A: Seamus that Maguire was with me" and then I go on to press him in relation
28 to that claim that he was making that both himself and yourself had witnessed
29 this incident happening with ... do you understand?
14:22:00 30 A. I do, yes.

14:22:01 1 Q. 615 And that was sent to you, Mr. Maguire. Can you assist the Tribunal in relation
2 to Mr. Gilmartin's recollection of that event?

3 A. Well I can insofar as that the meeting, my recollection is as follows, this
4 can be checked in the geography of the bank. When we went in the door, the
14:22:22 5 main door, the general meeting area was on the right-hand side, that's where
6 the board meetings were held. On the left-hand side of the corridor there was
7 a small room, that sometimes you went to for a private meeting. And the toilet
8 or the bathroom was next door, further on. Now I might be wrong about this,
9 this is my recollection of it. I remember going to the toilet with Tom and
14:22:51 10 when we went back to the side room he said to me Owen O'Callaghan had been
11 ear-wigging. Now, I didn't see Owen O'Callaghan. Now, I will say that many
12 times after that Tom Gilmartin returned to that topic and said that Owen
13 O'Callaghan was ear-wigging but I didn't see him.

14 Q. 616 Mr. Gilmartin was quite specific in his evidence and suggested to the Tribunal
14:23:13 15 and gave evidence to the Tribunal that in fact Mr. O'Callaghan had fallen out
16 of a broom cupboard in the toilet in your presence and in his presence?

17 A. I didn't see any broom cupboard.

18 Q. 617 And you didn't see Mr. O'Callaghan?

19 A. No I didn't.

14:23:25 20 Q. 618 But you do have a recollection?

21 A. I remember the incident. I remember Tom raising it with me and he mentioned it
22 many times on the phone afterwards.

23 Q. 619 Did he tell you why he thought Mr. O'Callaghan had been ear wigging?

24 A. No he just said he was ear wigging. I don't know what the reason for that was.

14:23:44 25 Q. 620 When you were asked about this, if we could have 22566 you responded to the
26 Tribunal on the 6th of July 2007?

27 A. Uh-huh.

28 Q. 621 As follows "I do -- I do recall a break during a meeting when I went to the
29 bathroom with Mr. Gilmartin.

14:23:57 30

- 14:23:57 1 I did not notice any broom cupboard in the bathroom. I did not see Owen
2 O'Callaghan in the bathroom if he was there. I left the bathroom before Mr.
3 Gilmartin and returned to the meeting room. Later on Mr. Gilmartin said to me
4 that Mr. O'Callaghan had been ear wigging our conversation"
- 14:24:13 5 A. We went back to the side room. We didn't go back to the main boardroom, I
6 can't remember the reason for that but when we got inside Tom said "O'Callaghan
7 has been ear wigging". Now, I didn't see him so.
- 8 Q. 622 Just in relation to the ear wigging complaint to you by Mr. Gilmartin?
- 9 A. Uh-huh.
- 14:24:32 10 Q. 623 That complaint was made to you in Allied Irish Bank at a meeting at which Mr.
11 O'Callaghan was present?
- 12 A. O'Callaghan was in the other room.
- 13 Q. 624 Yes but he was present in the bank?
- 14 A. He was there that day, yes, absolutely. There was a break in the board
14:24:47 15 meeting, that's what happened, yes.
- 16 Q. 625 There is no doubt at all about this but that there was an incident or an
17 occasion when Mr. Gilmartin having returned from the bathroom said to you that
18 he believed that Mr. O'Callaghan had been ear wigging?
- 19 A. Mr. O'Callaghan would have been in the vicinity you know.
- 14:25:03 20 Q. 626 But the complaint of Mr. Gilmartin to you was on Mr. Gilmartin's return from
21 the bathroom?
- 22 A. Correct.
- 23 Q. 627 And you had immediately prior to that been in the bathroom with Mr. Gilmartin?
- 24 A. Correct.
- 14:25:13 25 Q. 628 But Mr. Gilmartin didn't tell you what had transpired in the bathroom or why he
26 had come to the conclusion that Mr. O'Callaghan had been ear wigging and you
27 didn't ask him?
- 28 A. He just said to me, he mentioned it many times afterwards, I didn't put very
29 much significance on it to be quite honest.
- 14:25:33 30 Q. 629 But it became something that became almost objectionable with Mr. Gilmartin,

14:25:37 1 would that be fair to say?

2 A. That's correct.

3 Q. 630 Now, another matter that was brought to the attention of the Tribunal by Mr.

4 Gilmartin was an allegation that he had been told by you that Mr. Burke had

14:25:51 5 been paid money to go quietly and that there had been agreement that there

6 would be no Tribunal of Inquiry, isn't that right. And again you have seen

7 that evidence and you have seen those notes?

8 A. Yes.

9 Q. 631 If we could have 22426. This is a note of a telephone conversation between

14:26:06 10 Mr. Hanratty and Mr. Gilmartin taken on the 1st of June 1999. And if we look

11 at the third paragraph "Tom Gilmartin referred to the golden handshake. He

12 repeated what he had already told me about the payment of a substantial sum of

13 money to Ray Burke by consortium of developers led by JMSE and included Michael

14 Bailey to persuade RB to resign his position as Minister for Foreign Affairs

14:26:27 15 and thereby forestall the setting up of a Tribunal, of a planning Tribunal. He

16 said that this arrangement was agreed in the offices of Seamus Maguire. Seamus

17 Maguire was personally present as was a solicitor called Moran. Tim Collins

18 was also involved. Tom Gilmartin emphatically stated

19 that this definitely happened. He said he had been told this by Seamus Maguire

14:26:47 20 although he was reluctant to get him involved with the Tribunal"

21 A. Not true.

22 Q. 632 You say that this is a complete fabrication by Mr. Gilmartin?

23 A. Absolutely.

24

14:26:58 25 CHAIRMAN: Sorry, Mr. Maguire, is there a solicitor called Moran who might

26 have been ...

27 A. I don't know who that is. If I could just explain. I was brought down ten

28 years ago to the Tribunal and asked questions about this and I was completely

29 taken aback. I didn't know what the Tribunal was getting at. And immediately

14:27:24 30 after that I came to the conclusion that this story was malicious or prompted

14:27:43 1 by somebody who didn't have my best interests at heart. Now, I didn't know
2 that that story came from Tom Gilmartin until June of last year when he gave
3 evidence at the Tribunal.

4 Q. 633

14:27:52 5

6 MR. QUINN: Now, Mr. Maguire, if I could just go back for a moment

7 A. Yes.

8 Q. 634 To the, back to basics so to speak?

9 A. Uh-huh.

14:28:02 10 Q. 635 I think if we could have page 8 of the brief. Barkhill limited was
11 incorporated on the 25th of November 1988, isn't that right?

12 A. Well I wasn't involved in that but ...

13 Q. 636 You weren't involved in that incorporation?

14 A. He had that company when he arrived.

14:28:16 15 Q. 637 What I'm going to suggest to you Mr. Maguire is that you have given evidence to
16 the Tribunal of your involvement with this company as a solicitor?

17 A. Yes.

18 Q. 638 And your involvement on behalf of Mrs. Vera Gilmartin as power of attorney?

19 A. That's correct, yes.

14:28:31 20 Q. 639 And your involvement as secretary of the company, isn't that right?

21 A. Yeah.

22 Q. 640 I suggest to you that at an early stage you were also involved as a director of
23 the company, isn't that right.

24 A. I was never ...

14:28:42 25 Q. 641 If we could have perhaps page 18 of the brief. There is a document from the
26 Companies Office which gives particulars of directors and included there
27 Mr. Maguire is on -- the third person named there is Seamus Maguire solicitor,
28 do you see that document on screen?

29 A. Yes I do yes.

14:29:00 30 Q. 642 It appears to have been signed by T P Gilmartin and S Maguire, secretary?

- 14:29:05 1 A. Not director, secretary.
- 2 Q. 643 Would you agree with me that that seems to confirm and certify that the form
3 contains the particular in respect of which the company, as of the date upon
4 which returns were made, and it would appear to suggest that you were a
14:29:19 5 director of the company?
- 6 A. Well I didn't realise that I was ever a director of the company.
- 7 Q. 644 We'll come in a moment Mr. Maguire to a meeting which occurred on the 13th of
8 September 1991. If I could 5884. That was the meeting where Mr. O'Callaghan
9 came on board and took the shareholding in Quarryvale?
- 14:29:40 10 A. Yes.
- 11 Q. 645 Now, a number of rather formal matters had to be gone through at that meeting
12 including approving an allotment allocation to Mr. O'Callaghan's company Riga
13 and indeed the bank's AIB Capital Markets?
- 14 A. Yes.
- 14:29:56 15 Q. 646 Board of directors of the company on that date, do you see that?
- 16 A. Yes.
- 17 Q. 647 And do you see present, Thomas Gilmartin, Seamus Maguire?
- 18 A. Present at the board meeting.
- 19 Q. 648 Presumably because they were directors?
- 14:30:12 20 A. Not necessarily no. It just said who was present.
- 21 Q. 649 Just bear with me Mr. Maguire. Paragraph four, it says that it was resolved
22 that Barry Pritchard and Owen O'Callaghan be appointed to the board with
23 immediate effect do you see that?
- 24 A. Yes.
- 14:30:23 25 Q. 650 Now if we go to the next page at 5885.
- 26 A. Yes.
- 27 Q. 651 There was produced to the meeting a letter from Mr. Seamus Maguire tendering
28 his resignation with effect from midnight on the 13th of September 1991 and it
29 was resolved that such resignation be accepted.
- 14:30:41 30

14:30:41 1 And then at paragraph 6, It was resolved that the secretary be instructed,
2 which is you, to complete all appropriate returns to the Capital Duties office
3 and the Companies Office in respect of the business carried out at the meeting
4 and to arrange for the payment of the capital duty in respect of the issue of
14:30:56 5 the above-mentioned shares".
6

7 I suggest to you that that suggests that you were a director on the night of
8 the 13th of September 1991. That you resigned as a director on that night

9 A. I was a paper director only. I never had any financial interest.

14:31:10 10 Q. 652 So that I think that you, and you have given evidence in relation to this, the
11 circumstances surrounding the acquisition of various properties on behalf of
12 Barkhill and/or Mr. Gilmartin in a period leading up to the introduction of
13 Allied Irish Banks financing of the company, isn't that right?

14 A. Correct yes.

14:31:31 15 Q. 653 For example, at 16153, On the 21st of June 1989 you advised Mr. Gilmartin in
16 relation to contracts and monies outlaid and expended in relation to the
17 acquisition of lands?

18 A. Yes.

19 Q. 654 We see lands there for example. The Bruton lands, the Sharpe lands, the
14:31:43 20 O'Callaghan deal, the Vanhoole lands, the O'Dwyer lands, the Grey lands, isn't
21 that right?

22 A. Yes.

23 Q. 655 And you give an update. And I think you qualify that slightly again at 16157
24 in a letter of the 22nd of June 1989. And I don't propose to go into that in
14:32:00 25 any great detail other than to say that by the 3rd of September 989 at 16164
26 you are again advising Mr. Gilmartin at his request of the monies out laid to
27 date on his behalf or on behalf of what is referred there as the Gilmartin
28 settlement?

29 A. I think the reason for those letters was that he was trying to negotiate funds
14:32:26 30 and he wanted to establish with wherever he was negotiating the funds how much

- 14:32:27 1 he had expended. And from time to time he did ask me to produce letters
2 showing how much he had spent.
- 3 Q. 656 There is nothing wrong with that?
- 4 A. No, absolutely not.
- 14:32:34 5 Q. 657 And I think you would have known I think and you have given evidence in
6 relation to the option agreement that was signed by between Mr. Gilmartin and
7 Mr. O'Callaghan?
- 8 A. Yes.
- 9 Q. 658 I don't intend to go into it in any great detail.
- 14:32:46 10 A. Yes.
- 11 Q. 659 There is a fact that there is a dispute between Mr. Gilmartin on the one hand
12 and yourself and Mr. Deane and Mr. O'Callaghan on the other hand in relation to
13 what was or was not agreed by way of an option agreement?
- 14 A. Yes.
- 14:32:59 15 Q. 660 I just want to deal with one or two matters which post date the option
16 agreement if I may just to put it in context. If I could have 14282. This is
17 the option agreement which you say, as does Mr. Maguire and Mr. Deane, was
18 executed in your offices and agreed in your offices on the 31st of January
19 1989, isn't that right?
- 14:33:15 20 A. Could I just see the signature page please?
- 21 Q. 661 Yes. There are two signatures one is at 14284 which is a signature of Mr. Owen
22 O'Callaghan. And then at 14285 is the signature of Mr. Gilmartin?
- 23 A. That's correct.
- 24 Q. 662 Witnessed by you, is that right?
- 14:33:31 25 A. That's correct.
- 26 Q. 663 Now there is a slightly different version of the same agreement signed by Mr.
27 O'Callaghan on the same day, isn't that right, slightly different signature of
28 Mr. O'Callaghan's and I think your evidence is that there were two agreements
29 signed on the same day, isn't that right?
- 14:33:46 30 A. An original and a counterpart yes.

- 14:33:49 1 Q. 664 And they were both done in your offices you say?
- 2 A. Yes.
- 3 Q. 665 Mr. Gilmartin disagrees with that. He says in relation to the payments to Mr.
- 4 O'Callaghan that it was originally intended that the second of the two 1.35
- 14:34:02 5 million pound payments would be made on the grant of zoning or planning
- 6 permission?
- 7 A. No.
- 8 Q. 666 Pending?
- 9 A. He objected to that.
- 14:34:11 10 Q. 667 You are saying that you advised him of that?
- 11 A. I did.
- 12 Q. 668 Now there are just one or two matters that I want to bring to your attention in
- 13 relation to that. I think your evidence was Mr. Maguire that this matter
- 14 concerned the second payment not being subject to either rezoning or planning
- 14:34:25 15 raised its head for the first time you say about two years after the agreement
- 16 was executed?
- 17 A. About a year or two after, yeah.
- 18 Q. 669 For example there is a letter to Mr. Kay, the Manager of Allied Irish Bank
- 19 dated 10th of February 1991 at 14366 from Mr. McMullen?
- 14:34:48 20 A. Yes.
- 21 Q. 670 And if we look at 14367 he says "however since our involvement with we learnt
- 22 about the agreement between Tom Gilmartin and Owen O'Callaghan regarding the
- 23 timing of the final payment which fact was omitted in the error from the legal
- 24 agreement drawn up by Seamus Maguire"?
- 14:35:09 25 A. That's incorrect.
- 26 Q. 671 You say that's incorrect?
- 27 A. Uh-huh.
- 28 Q. 672 Now evidence has been given to the Tribunal Mr. Maguire by Mr. Noel Smyth,
- 29 solicitor, who acted for Mr Gilmartin in relation to the buy out in 1996?
- 14:35:19 30 A. Yes.

14:35:19 1 Q. 673 And I think he says that you very magnanimously had no objection to his
2 involvement. In fact may even have suggested to Mr. Gilmartin that he involve
3 Mr. Smyth?

4 A. I didn't suggest Mr. Smyth to him but I had no objection to Tom getting
14:35:36 5 somebody else at that stage.

6 Q. 674 And Mr. Smyth prepared a case for counsel dated the 22nd of February 1996 which
7 is at 12195. There was a suggestion perhaps at this stage that Mr. Gilmartin
8 would have to sue Mr. O'Callaghan and the banks in relation to the settlement
9 do you understand? And this is Mr. Smyth's advice to counsel in relation to
14:35:58 10 advices being sought concerning matters at that time. And if we go to
11 paragraph 1.11 of that case to counsel, which is at 12199, the following is
12 recorded by Mr. Smyth on the 22nd of February 1996 to counsel and I quote "it
13 is clear that the queriest was legally ill-advised in the first instance and
14 there is no dispute by the solicitor who advised him Seamus Maguire, a sole
14:36:23 15 practitioner of Blanchardstown, that he was negligent in the advice which he
16 gave. There is no issue with the solicitor in Blanchardstown as the queriest
17 does not wish to initiate proceedings or to join that solicitor in this
18 controversy other than to ensure that the solicitors gives clear and
19 unequivocal evidence insofar as he is able to do so on his behalf?"

14:36:41 20 A. That is completely incorrect.

21 Q. 675 Not alone does that document dated February 1996 contain that statement but
22 Mr. Smyth has given evidence to the Tribunal and I want to put to you, if I
23 could day 785 please?

24 A. Uh-huh.

14:37:05 25 Q. 676 Question 433. Starting with question 433 where I bring that note to Mr.
26 Smyth's attention, do you understand?

27 A. Yes.

28 Q. 677 And having called up that document and having identified it and having read it,
29 I say to Mr. Smyth "is that something that Mr. Maguire admitted to you at the
14:37:14 30 time" namely his negligence, as recorded in the document?

- 14:37:17 1 A. Absolutely not.
- 2 Q. 678 I just want to put to you first of all what Mr. Smyth said. I put that to Mr
3 Smyth and he says "yes, I think that I obviously was obliged to advise Tom
4 Gilmartin that if he had given instructions to the solicitor and they had been
14:37:29 5 carried out correctly then the negligence lay with the solicitor but Tom
6 Gilmartin has no issue".
7
8 So there is no doubt and I think your advice would be that if instructions had
9 been given to you or indeed to anybody by Mr. Gilmartin and they had been
14:37:42 10 negligently carried out then obviously that person would have a cause of action
11 A. Absolutely. But.
12 Q. 679 You disagree with that?
13 A. Not negligent, I did what I was told against my advice. And therefore, what
14 Mr. Smyth said is incorrect.
14:37:56 15 Q. 680 Okay well now?
16 A. And Mr. Smyth did not mention negligence to me.
17 Q. 681 Just let me proceed just for a moment Mr. Maguire and just put to you because
18 it's correct that I should do so what Mr. Smyth said in evidence. He says,
19 question 434, "no and in fact it records that but the fact that there was no
14:38:14 20 issue but that the advice was negligent at the time?"
21 A: Yes, that's correct
22 Q: No issue between Mr. Maguire and Mr. Gilmartin
23 A: None whatsoever.
24 Q: In fact you go on to say there is no issue with the solicitor in
14:38:29 25 Blanchardstown as the queriest does not wish to initiate proceedings or join
26 that solicitor in this controversy other than to ensure that the solicitor
27 gives clear and unequivocal evidence insofar as he is able to do so on his
28 behalf" and I there quoting from the document and he goes on to say "I spoke to
29 Seamus Maguire at that time and I said we are not having a row. We are
14:38:49 30 basically saying that we want to make sure that you understand we will require

- 14:38:53 1 you and he was embarrassed and very gracious that anything he could do he would
2 to help us" do you see that?
- 3 A. I do yes.
- 4 Q. 682 So there is there reference in evidence to a conversation between Mr. Smyth and
14:39:07 5 you concerning this very issue where it is clearly understood and agreed by you
6 that you were negligent at that time?
- 7 A. That's not what happened.
- 8 Q. 683 Do you recall discussing that option agreement with Mr. Smyth in 1996?
- 9 A. No, he didn't discuss the option agreement with me.
14:39:26 10 Q. 684 So you take issue with Mr. Smyth in relation to his evidence in that regard?
- 11 A. I do.
- 12 Q. 685 Just taking that option agreement and I'm going to proceed for a moment that
13 this was the agreement that was reached just for the moment. If I could 14282
14 again please. There are a number of blanks in that real agreement in relation
15 to other contracts. Just leaving those aside for the moment. Just to look at
16 what was actually agreed. It says "now this agreement witnesses that in
17 pursuit of the agreement and in consideration of the sum of 800,000 pounds paid
18 to the vendor on the execution hereof the receipt of which the vendor hereby
19 acknowledges, it is hereby agreed as follows." And it says "that the vendor
14:40:03 20 hereby grants onto the purchaser an option up to and including the 31st of
21 October 89 to purchase for the sum of 2.7 million pounds A. All estate right
22 title and interest on the vendor in the agreement for the sale subject to the
23 terms and conditions" isn't that right?
- 24 A. That's right.
- 14:40:19 25 Q. 686 I think in evidence in Quarryvale I you understood you say that Mr. Gilmartin
26 had actually acquired the lands for the payment of the 2.7 million. You had
27 not appreciated that all he had acquired was Mr. O'Callaghan's interest in the
28 lands which was an interest on foot of a contract?
- 29 A. He was paying 800,000 to step into Mr. O'Callaghan's shoes.
- 14:40:39 30 Q. 687 Yes. Having stepped into Mr. O'Callaghan's shoes he would then have to pay 2.7

- 14:40:45 1 million to the corporation to acquire the lands?
- 2 A. Correct.
- 3 Q. 688 But I suggest to you that this agreement records that for 800,000 Pounds he had
- 4 acquired an option to acquire Mr. O'Callaghan's interest at a cost of 2.7
- 14:41:00 5 million.
- 6 A. No that's --
- 7 Q. 689 And that Mr. O'Callaghan's interest was merely an interest to acquire the lands
- 8 for 2.7 million. In other words, that having paid an additional 2.7 million to
- 9 Mr. O'Callaghan together with the 800,000 for the option he would still have to
- 14:41:15 10 pay an additional to the corporation for the lands.
- 11 A. He would pay 800,000 to O'Callaghan which was 300,000 that O'Callaghan had
- 12 already paid as a deposit.
- 13 Q. 690 Yes?
- 14 A. And he would then have to pay another 2.7 to the corporation.
- 14:41:34 15 Q. 691 Yes. I suggest to you that the written agreement does not record that. Even
- 16 if what you say is correct, Mr. Maguire, I think it was agreed that Mr.
- 17 O'Callaghan had acquired the option from Merrygrove or Montrose holdings which
- 18 was a Gubay company, isn't that right, for 500,000 Pounds?
- 19 A. Uh-huh.
- 14:41:48 20 Q. 692 So the sequence was, as I understand it, was that Mr. Gubay had entered into
- 21 the contract through one of his companies to acquire this site from the
- 22 corporation and had made an initial deposit of 300,000 with an agreement to pay
- 23 the balance of 2.7 million subject to conditions, isn't that right. That was
- 24 the first that was the start off point. Then Mr. O'Callaghan, for a profit to
- 14:42:11 25 Mr. Gubay of 500,000 Pounds, had acquired Mr. Gubay's contract and that Mr.
- 26 Gilmartin had acquired Mr. O'Callaghan's interest for the payment of the
- 27 300,000 pounds deposit to Mr. O'Callaghan, the 500,000 pounds profit to
- 28 Mr. Gubay and a sum of 2.7 million Pounds to Mr. O'Callaghan payable in two
- 29 tranches which I will come to in a moment?
- 14:42:38 30 A. You are confusing me now. My recollection is that we went through this in

- 14:42:42 1 great detail before.
- 2 Q. 693 Yes I'm just asking you Mr. Maguire. If what you say is correct. In other
3 words if what you say that Mr. Gilmartin had acquired?
- 4 A. Uh-huh.
- 14:42:50 5 Q. 694 This interest for 800,000 Pounds where was the profit to Mr. O'Callaghan in
6 that deal?
- 7 A. I don't get your point now.
- 8 Q. 695 Mr. O'Callaghan was selling on his interest in the lands to Mr. Gilmartin?
- 9 A. Correct.
- 14:43:06 10 Q. 696 He had paid 300,000 on a deposit and he had paid 500,000 to Mr. Gubay ?
- 11 A. I can't recall that now.
- 12 Q. 697 Yes?
- 13 A. What's the ?
- 14 Q. 698 My point to you Mr. Maguire is if you accept from me that Mr. O'Callaghan had
14:43:28 15 paid 300,000 pound to Dublin Corporation and paid 500,000 pound to Mr. Gubay
16 for his interest or for the contract and then if the balance, the 2.7 million
17 was payable to the corporation, there was no consideration coming to Mr.
18 O'Callaghan from the transfer of the lands to Mr. ?
- 19 A. I don't know. That's the deal that they did, I don't know.
- 14:43:48 20 Q. 699 Okay. Well let's look at the detail of the deal as we see it. At 14283 it
21 says all of the estate right title and interest of the vendor in the said
22 agreement for the sale subject to the terms and conditions herein contained,
23 this is what he is acquiring now?
- 24 A. Yes.
- 14:44:04 25 Q. 700 All of the estate right interest and title of the vendor in the said option
26 deal, subject to the terms and conditions therein contained. There is no doubt
27 but that the vendor which was O'Callaghan Properties did not own the land at
28 this stage. All they had was a contract, isn't that right?
- 29 A. That's right.
- 14:44:19 30 Q. 701 So really what was being acquired by the purchaser namely Mr. Gilmartin was the

- 14:44:25 1 vendor's interest as of January 89, isn't that right?
- 2 A. That's correct.
- 3 Q. 702 Which was an entitlement to acquire the lands?
- 4 A. To have the original contract, yes.
- 14:44:31 5 Q. 703 He was going to stand in to Mr. O'Callaghan's shoes, isn't that right?
- 6 A. Correct.
- 7 Q. 704 And for that he was going to have to pay, as we see in paragraph two. The
8 purchaser may exercise the option at any time up to 5.00 pm on the 31st of
9 October 1989 only in the following manner. Namely 1, by serving a notice on
10 the vendor indicating his intention to exercise the option. 2. Handing over
11 to the vendor a bank draft payable to the vendor in the sum of 1.35 million and
12 C, handing over to the vendor a bank guarantee guaranteeing the payment of the
13 balance of the 1.35 million on or before the 31st of January 1990. Isn't that
14 right?
- 14:45:07 15 A. Yes.
- 16 Q. 705 All of that money would have to be paid to the vendor to acquire the vendor's
17 interest and the vendor's interest was merely that of a purchaser, isn't that
18 right?
- 19 A. Yes.
- 14:45:15 20 Q. 706 It wasn't the lands. The vendor didn't own the lands at this time?
- 21 A. Well he had an option to buy it.
- 22 Q. 707 But that's all Mr. Gilmartin was acquiring for the 2.7 million plus 800,000 was
23 the option to buy?
- 24 A. If that's your interpretation of it, I am not going to argue.
- 14:45:29 25 Q. 708 Could it mean anything else I suggest to you Mr. Maguire?
- 26 A. You have made up your mind on that.
- 27 Q. 709 Now, Mr. Maguire, I just want to ask you --
- 28
- 29 CHAIRMAN: Well sorry. Mr. Maguire, you know, just explain what your
30 interpretation because there seems to be some confusion?

- 14:45:49 1 A. Well my understanding is that Mr. Gilmartin was paying Mr. O'Callaghan 800,000
2 to step into his shoes.
3
4 CHAIRMAN: And the 2.7 million was to be paid in due course if the option was
14:46:03 5 to be exercised
6 A. Correct.
7
8 CHAIRMAN: To the ...
9 A. Yes, to the corporation.
14:46:08 10
11 CHAIRMAN: So that Mr. O'Callaghan was only going to get one sum, namely,
12 800,000?
13 A. That's correct.
14
14:46:25 15 CHAIRMAN: I think the evidence is somewhat different to that?
16 A. Well that's my interpretation of it.
17 Q. 710
18
19
14:46:25 20 Q. 711 Leaving aside what interest Mr. Gilmartin might acquire, Mr. Maguire. Would
21 you agree with me that in order to exercise this option Mr. Gilmartin had to do
22 three things on the 31st of October 89. One he had to serve a notice on the
23 vendor, Mr. O'Callaghan or O'Callaghan Properties, that he intended to exercise
24 the option?
14:46:41 25 A. Yes.
26 Q. 712 Two, he had to hand over a bank draft made payable to O'Callaghan Properties
27 not Dublin Corporation but O'Callaghan Properties for 1.35 million, isn't that
28 right?
29 A. Yes.
14:46:50 30 Q. 713 And 3, he had to hand over a bank guarantee for the payment of the balance of

- 14:46:55 1 1.35 million by the 31st of January 1990?
- 2 A. Correct.
- 3 Q. 714 Those three conditions had to be satisfied, isn't that right?
- 4 A. That's right.
- 14:47:02 5 Q. 715 And they had to be satisfied by the 31st of October 89?
- 6 A. That's correct.
- 7 Q. 716 Now it was intended then that in the event that Mr. Gilmartin didn't proceed
8 with the option?
- 9 A. Uh-huh.
- 14:47:16 10 Q. 717 Then he would use his best endeavours to return to O'Callaghan Properties the
11 300,000 Pounds spent on foot of the sale agreement, isn't that right?
- 12 A. Yes.
- 13 Q. 718 That was the deposit. If he allowed the option to lapse he was to give back
14 the 300,000 or to use his best endeavours to get the 300,000 back to
14:47:35 15 O'Callaghan Properties?
- 16 A. Yes.
- 17 Q. 719 I think the vendor which was O'Callaghan Properties undertook not to lodge a
18 planning application or to use their best endeavours to try and extend the
19 period within which a planning application would be lodged and to extend that
14:47:47 20 to the 31st of October 89?
- 21 A. Yes.
- 22 Q. 720 And not to lodge it in the event of that being a successful application, not to
23 lodge it before then?
- 24 A. Correct.
- 14:47:55 25 Q. 721 The necessity to lodge the planning application I think was a condition of the
26 original sale to Merrygrove by the corporation, isn't that correct?
- 27 A. Correct.
- 28 Q. 722 Now I want to talk to you about paragraph five. That's 14284. "In the event
29 of the purchaser not exercising the option granted in the manner herein
14:48:13 30 provided, the purchaser, that's Mr. Gilmartin shall procure that the owners of

14:48:17 1 the lands for the propose the Westpark shopping centre at Palmerstown, the
2 Gilmartin lands, enter into a Deed of Covenant prohibiting the use of the
3 Gilmartin lands for retail purposes. Which covenant should be for the benefit
4 of the lands referred to in the said sale agreement of the Neilstown lands
5 provided always that the said covenant shall cease in the event of a failure by
6 O'Callaghan properties, the vendors, to erect a retail development on the
7 lands referred to in the agreement within a period of five years" isn't that
8 right?
9

14:48:45 10 So we can take it that in the event that Mr. Gilmartin did not exercise the
11 option two things happen. First of all he was at the loss of his 800,000
12 Pounds

13 A. Correct yes.

14 Q. 723 And secondly, his lands at Quarryvale were sterilized for at least up to five
15 years?

16 A. That's correct.

17 Q. 724 And longer assuming Mr. O'Callaghan developed Neilstown, isn't that right?

18 A. That's correct.

19 Q. 725 Now we do know I think that the 31st of October came and went, that's the 31st
20 of October 1989, came and went and there was no exercise of the option isn't
21 that right?

22 A. Correct yes.

23 Q. 726 Now, I think you were involved with Mr. Gilmartin with Mr. Gilmartin when Mr.
24 Gilmartin was applying to Allied Irish Bank for the 8.5 million plus roll up
25 of.5 million interest at 1990?

26 A. I would have been at the meetings where the loan approval was produced and I
27 wouldn't have been involved in the negotiations of the loan but I would have
28 been there when the loan was sanctioned.

29 Q. 727 Yes. And you would have been there in your capacity as solicitor, perhaps
30 director, but certainly solicitor to Barkhill Property?

- 14:49:51 1 A. Director thing I object to. I was secretary now.
- 2 Q. 728 Well either secretary to the company, solicitor to the company and Mr.
- 3 Gilmartin and possibly advisor to Mr. Gilmartin, isn't that right?
- 4 A. Yes.
- 14:50:03 5 Q. 729 And we know for example that in the lead up to that on the 16th of January 1990
- 6 at 4055 Arlington had written to Mr. Gilmartin offering to acquire a 50 per
- 7 cent interest in the site for 20 million, payable in two tranches of 10 million
- 8 and 10 million, isn't that right?
- 9 A. I don't think I ever seen that letter before.
- 14:50:23 10 Q. 730 Okay. You may not be aware of that?
- 11 A. No I haven't seen that.
- 12 Q. 731 All right. But there is no doubt but that by January 1990 the option had not
- 13 been exercised, isn't that right?
- 14 A. That's right.
- 14:50:33 15 Q. 732 So technically O'Callaghan Properties could have forfeited the 800,000 Pounds
- 16 and stopped the development of the Gilmartin lands at Quarryvale, isn't that
- 17 correct?
- 18 A. That's correct.
- 19 Q. 733 And did Mr. Gilmartin ever discuss with you at that stage the difficulties he
- 20 would find himself in if Mr. O'Callaghan or O'Callaghan Properties were to hold
- 21 him to the agreement which he said you say he had to sign in the January of
- 22 1989?
- 23 A. He did. And he was having difficulty coming up with the money and that was the
- 24 time he was trying to negotiate finance from various quarters and he was in a
- 25 bit of a spot at the time.
- 26 Q. 734 And did he ever discuss with you Mr. Maguire a letter which appears to have
- 27 been written to Mr. Flynn by Mr. O'Callaghan at 4071 dated the 5th of February
- 28 1990 where Mr. O'Callaghan said he was prepared to reinstate his agreement with
- 29 Mr. Gilmartin and would withdraw his present planning application provided that
- 30 Mr Gilmartin completed his side of the agreement that week?

- 14:51:48 1 A. I do recall him telling me that he was renegotiating the agreement with Mr.
2 O'Callaghan but I have never seen that letter before, no.
- 14:52:03 3 Q. 735 Yes. Obviously the bank were concerned about the security on the monies they
4 were advancing, isn't that right?
- 14:52:03 5 A. Absolutely.
- 14:52:03 6 Q. 736 And they would have known of the O'Callaghan agreement because they were
7 factors to Riga which had received the benefit of that?
- 14:52:03 8 A. Yes, yes, yes.
- 14:52:18 9 Q. 737 And there were discussions within the bank and I think you attended some of
10 these. For example that letter on screen is dated the 5th of February 1990.
11 And on the 6th of February 1990. If I could have 4073, please. There was a
12 meeting of Allied Irish Bank which appears to have been attended by yourself
13 and Mr. Gilmartin. Do you see that?
- 14:52:37 14 A. I do. Whose handwriting is that please?
- 14:52:37 15 Q. 738 We'll have to wait for the witnesses from Allied Irish Bank but it could be the
16 writing of either Mr. Kay or Mr. Donnagh?
- 14:52:48 17 A. Oh, yes, yes.
- 14:52:48 18 Q. 739 Or others within the bank?
- 14:52:48 19 A. Yes, yes, yes.
- 14:52:48 20 Q. 740 You don't disagree that you attended a meeting on the 6th of February 1990?
- 21 A. If it's in the minutes I'm sure then I attended.
- 22 Q. 741 In fact it may in fact be the minutes of the solicitors to the bank,
23 Messrs. William Fry, who were advising the bank at this stage?
- 24 A. I don't think they were at any of the meetings.
- 14:53:08 25 Q. 742 That you attended?
- 26 A. No I don't think so, no.
- 27 Q. 743 There is no doubt but that you attended this meeting and you attended it with
28 Mr. Gilmartin, isn't that right?
- 29 A. Well.
- 14:53:17 30 Q. 744 And there were a number of issues dealt with in the course of that meeting as

- 14:53:21 1 outlined there. 11 in all, receive agreement relating to Bachelor's Walk. TG
2 handed over service survey. Services are in and roads and services in
3 corporation lands. Access on Bruton land. Our main access will be a Fonthill
4 road and something Naas.
- 14:53:45 5 A. Deadman's Inn.
- 6 Q. 745 They are the type of issues that were arising
- 7 A. Yes.
- 8 Q. 746 And we know for example on the 7th of April 1990 a draft of an offer letter was
9 prepared within Fry's and the bank. At 14054. This time it's the second
10 draft. Do you see that? And these are documents that you would be reasonably
11 familiar with, a series of drafts which would lead up to an actual issue for
12 that?
- 13 A. Of course.
- 14 Q. 747 If we go to the second page of that at 14055, we see that there is a manuscript
15 addition under item D and it says "D to pay OPL, O'Callaghan Properties
16 Limited. I suggest 1.3 million on the property being made a designated zone"
17 do you see that?
- 18 A. Which one is that now.
- 19 Q. 748 The bottom left hand corner of the screen.
- 14:54:49 20 A. Oh, it's handwritten.
- 21 Q. 749 In manuscript?
- 22 A. Oh, I see, yeah, yeah.
- 23 Q. 750 And I suggest to you that the decision within the bank to advance monies to Mr.
24 Gilmartin had been made on the 19th of January 1990 or in or around the 19th of
25 January 1990, were you aware of that?
- 26 A. I can't remember these dates to be quite honest with you.
- 27 Q. 751 Yeah?
- 28 A. You know.
- 29 Q. 752 Well for example we know that by the 2nd of February 1990 at 4069 Mr. Gilmartin
30 had been formally written to by the bank Mr. Kay and he had been given a draft

- 14:55:20 1 Heads of Terms schedule, do you see that?
- 2 A. Yes.
- 3 Q. 753 Setting out the main terms and conditions. And if we look at 4070?
- 4 A. Yes.
- 14:55:31 5 Q. 754 You see the repayment terms. "Loan repayment in full by 31st of August 1990 or
6 such date as may be agreed. However should site not be designated by the end
7 of February 1990 it is expected that discussions would be finalised with
8 Arlington."
- 9
- 14:55:49 10 I am suggesting to you, Mr. Maguire, is that the prospect of the site being
11 designated was clearly on the cards at this stage. Isn't that right?
- 12 A. The prospect of what.
- 13 Q. 755 Of the site being designated or being designated as an enterprise zone or
14 indeed being given designated status?
- 14:56:21 15 A. I don't know. I wasn't involved in the planning process.
- 16 Q. 756 Or for example if we could have 17129. This is an internal AIB document in
17 relation to the approval of the loan. It's dated the 19th of January 1990.
18 And we see the valuations, the amounts sought, 8.5 million, the arrangement fee
19 here recorded at 375,000. In fact I think it's ultimately in excess of that.
20 And the monies are to be cleared in full from the introduction of institutional
21 equity on the sale of 50 per cent of the company and then the conditions
22 subject to which it was to be offered. Do you see that. I'll come back to
23 those in a moment. We'll go to the next page which is the background and
24 proposals within the bank. You look under the heading proposals. It says
25 "Tom Gilmartin is extremely confident that the Palmerstown site will receive
26 designated status as part of the 1990 budget proposals and also be declared an
27 enterprise zone with significant planning benefits. He therefore wishes to
28 secure the remaining elements of the site in advance of the budget for obvious
29 reasons". Presumably?
- 14:57:04 30 A. Well I can say to you that Tom was always confident that he would get his what

- 14:57:28 1 he was looking for.
- 2 Q. 757 And the monies sought are dealt with there you see that?
- 3 A. Yes.
- 4 Q. 758 It says "8.5 million is now required to secure elements of the site, make an
14:57:37 5 additional payment to O'Callaghan Properties and to take out Bank of Ireland
6 who have advanced 1 million" do you see that?
- 7 A. Yes of course, yes.
- 8 Q. 759 And you would have known that and Mr. Gilmartin would have discussed that with
9 you?
- 14:57:48 10 A. It would have been discussed at the meetings absolutely yeah.
- 11 Q. 760 This is what was at play at this stage, isn't that right?
- 12 A. Yes.
- 13 Q. 761 Indeed if we go to 17132 which seems to be a further variant of the document
14 which is at, which we were just looking at. The first page of the document we
14:58:06 15 were just looking at and we see the conditions under which the bank sanctioned
16 the payments. They would be sanctioned subject to the conditions 1, 2 and 4
17 and condition 1 was confirmation that the offer of 50 per cent of the company
18 for 20 million, which is the Arlington letter I showed you a moment ago which
19 you said that you had never seen. 2 was written confirmation from Mr Gilmartin
14:58:25 20 that he would accept that the 20 million offered for 50 per cent interest in
21 the company. And 4 was a deferment of 1.35 million payment to O'Callaghan
22 Properties until designation is obtained. Do you see that?
- 23 A. Yes.
- 24 Q. 762 And what I am suggesting to you Mr. Maguire is that by January 1990 Mr.
14:58:43 25 Gilmartin is going to the bank, Allied Irish Bank. He is looking for an
26 advance of 8.5 million to complete the purchase of some but not all of the
27 site. He also needs money to pay his borrowings in the Bank of Ireland in
28 Blanchardstown and he is looking for 1.35 million to pay Mr. O'Callaghan and
29 the bank are prepared to give him that money on that basis but provided that
14:59:05 30 the second 1.35 million, which is due to Mr. O'Callaghan is now to be paid

- 14:59:10 1 after designation, do you see that?
- 2 A. That's correct.
- 3 Q. 763 Would that be a fair summary?
- 4 A. Absolutely.
- 14:59:14 5 Q. 764 And irrespective of what transpired in your offices on the 31st of January
- 6 1989?
- 7 A. Absolutely.
- 8 Q. 765 And what was agreed or what was written and what the contracts are subject to
- 9 the option was it didn't matter after the 31st of October 1989 because since
- 14:59:29 10 the conditions for the fulfilment of the option agreement by that date had not
- 11 been complied with, both Mr. O'Callaghan and Mr. Gilmartin found themselves in
- 12 new territory so to speak in relation to the option, isn't that right?
- 13 A. That's right because Tom was very confident that he would get the designation.
- 14 Q. 766 Yes. What I am suggesting to you, Mr. Maguire, is that at this stage, that is
- 14:59:55 15 in early 1990, it didn't matter what the option contract said?
- 16 A. Correct.
- 17 Q. 767 Both Mr. O'Callaghan and Mr. Gilmartin were negotiating a fresh option
- 18 transfer?
- 19 A. It had moved on. The option agreement had been surpassed at that time.
- 15:00:11 20 Q. 768 And as matters transpired within the bank, what I am going to suggest to you,
- 21 Mr. Maguire, and you may or may not be able to comment on this, is that that
- 22 first payment of 1.35 million by Mr. Gilmartin to Mr. O'Callaghan out of the
- 23 advance of the 8.5 million?
- 24 A. Uh-huh.
- 15:00:30 25 Q. 769 Which was being made by AIB was circumvented by the payment to Mr. Gilmartin by
- 26 Arlington of 1.35 million for his interest in the Arlington project in
- 27 Bachelor's Walk which was now being given over to Mr. O'Callaghan?
- 28 A. Well I wasn't involved in that now.
- 29 Q. 770 Yes. For example if we look at 4090. This is a further Fry solicitors
- 15:01:02 30 attendance on a meeting on Mr. Kay and Mr. Donnagh who would have been their

15:01:02 1 clients on the 16th of February 1990. And I think the monies are advanced on
2 the 19th of February 1990 and they are going through a kind of a check-list in
3 relation to the letter of offer. Do you see that?

4 A. I see that yes.

15:01:12 5 Q. 771 Under the first one is "drop out Bachelor's Walk. 2. Condition precedent that
6 Arlington will pay 1.25 million Monday and he has paid O'Callaghan. EK is
7 happy with this" do you see that, which presumably means LEK (quoted) is happy
8 with that?

9 A. Meeting with Jim Donagh. First thing is Lisney's valuation.

15:01:31 10 Q. 772 No no if you move down to?

11 A. Sorry, yes, yes.

12 Q. 773 Searches No. 11?

13 A. Yes, yes, yes.

14 Q. 774 You see that? And No. 2 on that condition precedent do you see that?

15:01:44 15 A. Oh, yes, yes, yes.

16 Q. 775 Okay?

17 A. Yes.

18 Q. 776 Now if we go to the next page at 4091, second item, 1.3 million to go to
19 O'Callaghan following designation. That's the second payment I suggest to you?

15:01:57 20 A. Yes, yes, I understand.

21 Q. 777 No. 11 for example might concern you "S Maguire to be director"?

22 A. I don't remember that. Anyway.

23 Q. 778 In fact it wasn't carried over to the actual offer letter and I suggest to you
24 that the reason it wasn't was that you were already a director but you have no
recollection of that?

26 A. I don't recall that. I remember I was secretary but I didn't know I was.

27 Q. 779 4092, item No. 24 we don't have to pay O'Callaghan it says, do you see that?

28 A. This is not.

29 Q. 780 No. 24 the very last item?

15:02:34 30 A. Yeah right yes.

15:02:34 1 Q. 781 So the lead up to the offer letter to Mr. Gilmartin. The position was within
2 the bank that they didn't have to pay Mr. O'Callaghan the first 1.35 million or
3 the monies being advanced because the Arlington money was going to Mr.
4 O'Callaghan. And the issue in relation to when the second would be tranche
15:02:52 5 would be payable had been fixed on the basis that it would be payable after
6 designation was received on the site. Isn't that right?

7 A. Well now that wasn't through me. I can see what happened but it didn't come
8 through my office.

9 Q. 782 And we see that actual offer letter at 4143 dated 19th of February 1990. And
15:03:18 10 indeed if we go to the pre conditions at 4148. And if we go forward to 4149
11 these are the pre conditions you will see at H. "Irrevocable letter of
12 undertaking from Mr. Gilmartin that in the event of the property does not
13 become a designated zone by the 11th of March 1990 that he shall accept an
14 offer made by Arlington to him to purchase 50 per cent of the share capital of
15:03:41 15 the borrower for 20 million pursuant to offer letter dated the 16th day of
16 January 1990".

17
18 But there is no mention of the second payment to Mr. O'Callaghan isn't that
19 right

15:03:59 20 A. No there isn't, no.

21 Q. 783 Yes?

22 A. I am not familiar with that.

23 Q. 784 You are not familiar with that?

24 A. No.

15:04:05 25 Q. 785 Just in relation to that offer letter dated the 14th of January 1990. If I
26 could have 4172 please. These are the signatures on that. You see "we hereby
27 accept the terms and conditions set out in the attached facility letter present
28 when the common seal of Barkhill Limited was affixed here to. We see TP
29 Gilmartin (Director) and signature underneath that?"

15:04:31 30 A. Myself. That's my own signature.

- 15:04:33 1 Q. 786 Is that the word director beside that?
- 2 A. Correct.
- 3 Q. 787 And did you sign that Mr. Maguire on behalf of Barkhill?
- 4 A. I signed it on behalf of Vera Gilmartin.
- 15:04:43 5 Q. 788 Vera Gilmartin?
- 6 A. Yeah.
- 7 Q. 789 And on the 19th -- it doesn't say on behalf of Vera Gilmartin do you accept
- 8 that?
- 9 A. It doesn't but I was signing on her behalf. The attorney would have been
- 15:04:53 10 presented at that time.
- 11 Q. 790 And at 4097. We see the mortgage debenture of the 19th of February 1990. If
- 12 we go to 4140 again we see the acceptance of that debenture and again it's
- 13 signed by the directors and again I suggest to you that you are signing as a
- 14 director?
- 15:05:12 15 A. On behalf of Vera Gilmartin.
- 16 Q. 791 It doesn't say that on the document do you accept that?
- 17 A. It doesn't say that but at that meeting no doubt the power of attorney was
- 18 produced.
- 19 Q. 792 Now we know that the site didn't get designation Mr. Maguire and the 11th of
- 15:05:28 20 March came and went, isn't that right?
- 21 A. Correct.
- 22 Q. 793 And I think by June 1990 even Arlington seemed to have evaporated from the
- 23 scene?
- 24 A. That's correct.
- 15:05:36 25 Q. 794 So the monies were coming to payment or full payment was being due -- would
- 26 have been due on the monies on the 31st of August 1990, isn't that right?
- 27 A. That's correct.
- 28 Q. 795 And there were meetings between Mr. Gilmartin and the bank?
- 29 A. Correct.
- 15:05:59 30 Q. 796 And Mr. Gilmartin had difficulties at this stage in trying to get outside

- 15:05:59 1 investors, isn't that right?
- 2 A. That's right he was searching.
- 3 Q. 797 I think on the 13th of July 1990. At 14349 there is a letter from Mr. Maguire
4 to Mr. Deane on behalf of Tom Gilmartin/Barkhill as follows. "Further to our
15:06:05 5 recent telephone conversation in this regard and subsequent discussion with Tom
6 Gilmartin, he has indicated to us the following agreement with Mr. Owen
7 O'Callaghan.
- 8
- 9 The company Merrygrove Estates Limited is to be transferred to Barkhill
15:06:17 10 Limited, subject to an indemnity in relation to any outstanding debt mortgages
11 and debentures etcetera. Tom Gilmartin, Barkhill Limited, are unable to
12 discharge to balance of the purchase monies by the 31st of December 1990. Then
13 the company Merrygrove Estates will be transferred to Owen O'Callaghan. In the
14 circumstances therefore we would be obliged if you would let us have a contract
15:06:36 15 for the transfer of the shares."
- 16
- 17 First of all would you agree with me Mr. Maguire, you would have written that
18 letter on the instructions of Mr Gilmartin
- 19 A. That's correct, yes.
- 15:06:46 20 Q. 798 And the instructions to you at that stage, that is the 30th of July 1990 seems
21 to be a further variation in relation to the transfer of the ...
- 22 A. That's when he told me was the latest agreement.
- 23 Q. 799 This would perhaps have been the third agreement or the fourth agreement, at
24 least the third isn't that right?
- 15:06:59 25 A. That's correct.
- 26 Q. 800 And I think the response to that Mr. Maguire was a letter of the 16th of July
27 1990 at 4311 and 4312 from Mr. Deane?
- 28 A. Rejection of that.
- 29 Q. 801 Well just in relation to it and of course Mr. Deane and Mr. O'Callaghan will be
15:07:17 30 giving evidence?

- 15:07:18 1 A. Of course.
- 2 Q. 802 In relation to this. He says "Thank you for your letter of the 13th. The
3 conversations between Mr. Gilmartin and Mr. O'Callaghan were based on the
4 assumption that it would be happy that our advices on the issue arising should
15:07:29 5 such a transaction take place. We cannot advise Mr. O'Callaghan to proceed
6 with any transaction along the lines indicated in your letter for the following
7 specific reasons" And he sets out fairly cogent and clear reasons as to why if
8 the Merrygrove Company were transferred to Mr. Gilmartin Mr.-- the interests of
9 Mr. O'Callaghan in that company and in that site could lapse, isn't that right?
- 15:07:49 10 A. Correct.
- 11 Q. 803 He doesn't dispute that there was a conversation. He doesn't say it was an
12 agreement but he says that the conversation was conditional on his advices,
13 isn't that correct?
- 14 A. That's correct.
- 15:07:59 15 Q. 804 And in fact he does take issue with only one matter, namely the payment of the
16 monies because if we go to 4312 he says "incidentally in our discussions with
17 our client we are clearly instructed that the suggested date to discharge the
18 purchase money was on the 1st of September 1990 and not the 31st of December
19 1990".
- 15:08:18 20
- 21 So that's what came of that agreement isn't that correct
- 22 A. That's right.
- 23 Q. 805 Now, we know from internal documentation furnished to the Tribunal by Mr. Deane
24 and Mr. O'Callaghan dated the 2nd of August 1990 at 4325. That there was a
15:08:45 25 suggestion that a transaction would be completed in relation to the Clondalkin
26 Town Centre/Merrygrove Estates on the 16th of August, isn't that right?
- 27 A. What date is this now.
- 28 Q. 806 This document appears to be dated the 2nd of August 1990 and is signed by
29 Mr. Deane at 4327 or ... it seems to be a direction from Mr. Deane perhaps to
15:09:06 30 another solicitor or somebody else within his firm?

- 15:09:09 1 A. I don't recognise that no.
- 2 Q. 807 Yes. Well you may not?
- 3 A. I probably never, I don't think I ever saw it.
- 4 Q. 808 Mr. Gilmartin?
- 15:09:18 5 A. That wasn't directed to me was it.
- 6 Q. 809 No, no, it's an internal document?
- 7 A. All right.
- 8 Q. 810 I think it would be fair to say Mr. Maguire that by August 1990 or certainly by
9 early September 1990 Mr. Gilmartin had a number of difficulties. He owed the
15:09:33 10 bank 9 million. He owed Mr. O'Callaghan 1.35 million. He hadn't really
11 concluded an agreement with Mr. O'Callaghan as to when that money would now be
12 payable. Mr. O'Callaghan was pushing for payment?
- 13 A. My recollection of that is that there were ongoing discussions about it on a
14 regular basis.
- 15:09:49 15 Q. 811 Yes. And towards the end of 1990 Mr. O'Callaghan I think was writing to Mr.
16 Gilmartin looking for the payment of that money, isn't that right? Were you
17 aware of that?
- 18 A. Well Mr. Gilmartin often told me that he had correspondence from
19 Mr. O'Callaghan.
- 15:10:10 20 Q. 812 I think at 4419 Mr. Gilmartin was at this stage trying to organise outside
21 finance?
- 22 A. That's right.
- 23 Q. 813 And did you write to Clifton Finance on the 31st of October 1990 saying that
24 you acted for Barkhill Limited in the purchase of a premises as O'Callaghan
15:10:26 25 lands at Clondalkin. We confirm that today 2.130 million has been paid on that
26 contract and a balance of 1.35 million is required to complete the
27 transaction?"
- 28 A. Yes.
- 29 Q. 814 And I think you also wrote on the same date at 4420 outlining the lands which
15:10:55 30 had been acquired isn't that right.

- 15:10:55 1 A. That's correct yes.
- 2 Q. 815 And advising of outstanding lands, the sale of which, the purchase of which
3 had to be completed. Were you aware that a Mr. Saunders was being muted as a
4 potential investor in this project in late 1990?
- 15:11:03 5 A. No I don't remember Mr. Saunders but I do remember being brought to a meeting
6 in a hotel to meet a Mr. McEnroe, an American gentleman who was promising to
7 provide the finance but it came to nothing.
- 8 Q. 816 Yes. And I think that there was a Heads of Agreement signed between Mr.
9 Gilmartin and the bank and Mr. O'Callaghan on the 14th of the December 1990 at
15:11:32 10 4501?
- 11 A. Could I just see.
- 12 Q. 817 Yes.
- 13 A. I wasn't at that meeting now but I've seen this.
- 14 Q. 818 Document?
- 15:11:42 15 A. Before yeah.
- 16 Q. 819 This is the first of a series of the Heads of Agreement which had been signed?
- 17 A. Yes.
- 18 Q. 820 Did you know that that had been signed?
- 19 A. I would have, yes.
- 15:11:51 20 Q. 821 And if we go forward then at 4562 on the 24th of January 91 I think Mr.
21 O'Callaghan was writing to Mr. Gilmartin expressing the disappointment at Mr.
22 Gilmartin's failure to meet with him and dealing with that agreement, that
23 Heads of Agreement of the 14th of December and advising Mr. Gilmartin that he,
24 like Mr. Gilmartin, was dissatisfied with what was being offered or what was
25 agreed there, isn't that right?
- 26 A. Yes.
- 27 Q. 822 And we know that at 4631. On the 12th of February 1990 you were written to by
28 Allied Irish Bank?
- 29 A. Yes.
- 15:12:27 30 Q. 823 Advising you that they were demanding the repayment of 9,350,703.92 being the

- 15:12:36 1 amount due by Barkhill, isn't that correct?
- 2 A. Yes.
- 3 Q. 824 Formal demand being made of the company secretary, isn't that right?
- 4 A. Correct.
- 15:12:42 5 Q. 825 And did you discuss that demand at that time with Mr. Gilmartin?
- 6 A. I did.
- 7 Q. 826 And did you know that Mr. Gilmartin almost on the same day, on the 12th of
8 February 1991, at 4630, was being written to by the Inland Revenue enforcement
9 officer seeking the recovery of arrears of income tax in the sum of 6,354,000?
- 15:13:03 10 A. I didn't know that.
- 11 Q. 827 You weren't aware of that. Were you aware of a second Heads of Agreement
12 signed by Mr. Gilmartin on the 15th of February 1990.
- 13 A. Um.
- 14 Q. 828 4644.
- 15:13:22 15 A. I couldn't be sure about that now. That's different from the previous one is
16 it.
- 17 Q. 829 Yes?
- 18 A. I couldn't be sure.
- 19 Q. 830 Mr. Gilmartin has alleged that he was forced into signing that agreement
15:13:33 20 because of the conduct of Mr, of a number of people including Mr. Colm McGrath,
21 Councillor who was refused to put down a motion to rezone the Quarryvale lands
22 until that agreement was signed?
- 23 A. Well I know he was under a lot of pressure and he was extremely frustrated but.
- 24 Q. 831 Did he ever complain to you about the circumstances under which he came to sign
15:13:57 25 a Heads of Agreement in February 1991?
- 26 A. He said he was under pressure in the bank.
- 27 Q. 832 To pay the money. But did he ever say to you that he had been contacted by
28 councillors and one of whom had threatened not to put down a motion to rezone
29 his land unless he signed a further Heads of Agreement with the bank and Mr.
15:14:15 30 O'Callaghan?

- 15:14:15 1 A. No.
- 2 Q. 833 Now I think in July 1991 a series of payments were made where the acquisition
3 of additional lands, isn't that right and you wrote to the bank I think on the
4 11th June 1991 and we see that at 5292, referring to a recent telephone
15:14:35 5 conversation and we now enclose a list of the following accounts which have not
6 been discharged?
- 7 A. Yes, yes.
- 8 Q. 834 You say that the following accounts remain (quoted) haggard and Corcorans and
9 others are there including your fees and expenses, isn't that right?
- 15:14:49 10 A. Yes.
- 11 Q. 835 And I think that some funds were released to you for the purposes of acquiring
12 an interest in the Murray lands and the Palmerstown, isn't that right?
- 13 A. Correct yes.
- 14 Q. 836 Did you know that the bank had visited Mr. Gilmartin in Luton or London on the
15:15:09 15 2nd of August 1991?
- 16 A. I wouldn't know the date but I know they did visit him.
- 17 Q. 837 Yes. And did you know that the bank were executed a further Heads of Agreement
18 with Mr. Gilmartin in May 1991, April, May 1991?
- 19 A. I would have, I can't.
- 15:15:26 20 Q. 838 At this stage the pressure seems to have been on from the bank to enforce Mr.
21 Gilmartin to enter into some sort of a formal agreement which would reflect
22 agreement with the bank and Mr. O'Callaghan along the lines of the Heads of
23 Agreement, is that correct?
- 24 A. Well I recall that any of the meetings that attended as secretary, top of the
15:15:43 25 agenda would normally be when are the bank going to be repaid.
- 26 Q. 839 Yes. And Mr. Gilmartin has advised the Tribunal that a meeting did take place
27 at the bank on the 13th of September 1991 but that prior to that meeting he had
28 retained the services of yet another solicitor to deal with the pressure he
29 says he was under from the bank to execute a formal Heads of Agreement?
- 15:16:11 30 A. I didn't know that until afterwards. He did tell me about that afterwards.

- 15:16:16 1 Q. 840 We know for example that you were written to at 5842. This is a letter to
2 Messrs. Vera Gilmartin care of Seamus Maguire?
- 3 A. Yes.
- 4 Q. 841 Dated 5th of September, isn't that right, referring to Heads of Agreement
15:16:32 5 signed by you Mr. Maguire on behalf of Ms. Gilmartin on the 31st of May 1991,
6 isn't that right?
- 7 A. Correct yes.
- 8 Q. 842 And they are effectively advising you that unless you execute a formal
9 shareholders agreement not later than Friday 13th of September the bank would
15:16:49 10 take such action as it was advised to recover the sums due, is that correct?
- 11 A. That's correct.
- 12 Q. 843 Now Mr. Gilmartin has given evidence to the Tribunal and has said that on the
13 13th of September 1991 the bank hunted high and low to get you to represent him
14 into the signing of a shareholders agreement?
- 15:17:09 15 A. Well what happened was I was contacted at home about, I think about 10 o'clock
16 at night to go into the Bank Centre. I was required to sign on behalf of Vera
17 Gilmartin. And when I got there I found Tom very distressed and he was in a
18 spot, it was either the bank were going to wind him up or he was going to sign
19 the agreement. And he decided to go ahead.
- 15:17:40 20 Q. 844 Yes. And I think that the meeting would have gone on late into the night at
21 least?
- 22 A. Well I think they were there all day. And it was 10 or 11 at night when I got
23 there.
- 24 Q. 845 Yes. We know for example that that Directors meeting which he referred to
15:17:55 25 earlier was dated 11.10 p.m. isn't that right?
- 26 A. Well I'm not sure whether I was at that one or not. But I definitely -- I
27 would have left that. They would normally take an hour or two but I was home
28 when I was contacted so.
- 29 Q. 846 Yes. If we could have 5893. This is an agreement dated the 13th of September
15:18:15 30 1991. This is effectively the agreement under which both Mr. O'Callaghan and

- 15:18:20 1 the bank acquired 60 per cent interest in the company, isn't that right?
- 2 A. Yes, yes.
- 3 Q. 847 And if we go to 5960. We see the agreement is signed by Mr. Gilmartin, isn't
4 that right?
- 15:18:32 5 A. Yes.
- 6 Q. 848 The agreement is also deemed to be signed sealed and delivered by Vera
7 Gilmartin per her lawfully appointed attorney Seamus Maguire?
- 8 A. Correct.
- 9 Q. 849 And you signed it in that capacity, isn't that right?
- 15:18:43 10 A. Yes.
- 11 Q. 850 And again at 5961 I think Mr. Gilmartin's signature is again appended to the
12 agreement. Is that witnessed by you?
- 13 A. Yes.
- 14 Q. 851 So from September 1991 onward Barkhill Limited is effectively a company owned
15 by Mr. Gilmartin as to 40 per cent, Allied Irish Bank 20 per cent and Mr.
16 O'Callaghan/Mr. Deane through the company Riga Limited or O'Callaghan
17 Properties 40 per cent, is that correct?
- 18 A. That's correct.
- 19 Q. 852 And you were the secretary to that company, isn't that right?
- 15:19:22 20 A. I was.
- 21 Q. 853 And you knew that the other two shareholders were involved in the company and
22 you knew their shareholding, isn't that correct?
- 23 A. Yes.
- 24 Q. 854 And you knew that I think also that there was a signed agreement on the 13th of
25 September 91 at 5890 whereby Mr. and Mrs. Gilmartin agreed to transfer their
26 interests to Riga Limited on the payment of certain monies. That agreement
27 having been entered into after the payment of 100,000 Pounds?
- 28 A. That's correct yes.
- 29 Q. 855 And in fact I think that agreement was subsequently varied on the 23rd of
30 September?

- 15:19:53 1 A. That's correct.
- 2 Q. 856 To payments. If we look at 6021 and again at 6022 on the 24th of September you
3 agreed to the variations?
- 4 A. That's correct.
- 15:20:02 5 Q. 857 And I think there was a further variation on the 27th of January 1992. 6665.
6 We see that. And we see it's signed by you on behalf of Vera Gilmartin at
7 14460.
- 8 A. Yes, that's correct.
- 9 Q. 858 And I think you agreed to the extension of that option agreement on the 3rd of
15:20:26 10 February 92 at 6681. There is a letter to you from Mr. Deane on behalf of his
11 clients, Riga Limited, isn't that right?
- 12 A. Correct.
- 13 Q. 859 Asking that you sign that. And I think Mr. Gilmartin was written to on the 4th
14 of February 1992 by Mr. O'Callaghan at 6688 wherein Mr. O'Callaghan had advised
15 Mr. Gilmartin that the payments due under the option agreement dated the 28th
16 of January 1992 and confirmed that he would use his best endeavours to have the
17 final payment of 2.15 million paid to him in September 1992, isn't that right?
- 18 A. Yes.
- 19 Q. 860 Now, I think shortly after the agreement of the 13th of September 1991 was
20 entered into, you were put in funds to acquire an interest in the County
21 Council lands. We see that at 6119. Where Mr. Gilmartin requests a payment of
22 88,000 pounds to you?
- 23 A. Yes, that's correct.
- 24 Q. 861 Deposit and we see that going through at 14210?
- 15:21:08 25 A. Yes.
- 26 Q. 862 And I think there was a payment to (quoted) to Taggarts which you may or may
27 not have been aware of but certainly Taggarts were writing to Barkhill care of
28 you on the 15th of November 1991 at 6253, seeking the recovery of 221,000 odd?
- 29 A. Yes.
- 15:21:41 30 Q. 863 I think that money was ultimately paid?

- 15:21:43 1 A. It was paid by the bank I think.
- 2 Q. 864 One of the difficulties was that the contract that Mr. Gilmartin had with
- 3 Mr. Bruton?
- 4 A. Yes.
- 15:21:50 5 Q. 865 20296 and contract dated 20th of September 1988 for the payment of monies to
- 6 Mr. Bruton. Lands I think were -- which were crucial to the completion of this
- 7 site, isn't that right?
- 8 A. Correct yes.
- 9 Q. 866 And I think it was agreed that there were monies due on foot of that contract
- 15:22:08 10 in September 1990, isn't that right?
- 11 A. That's correct, yes.
- 12 Q. 867 Mr. Gilmartin owed the bank money in September 1990. He owed Mr. O'Callaghan
- 13 money in September 1990 and he also owed Mr. Bruton monies in September 1990?
- 14 A. That's correct.
- 15:22:21 15 Q. 868 And I think by October 1991 there were agreements underway with Mr. Bruton for
- 16 the variation of that contract, isn't that right?
- 17 A. Correct, yes.
- 18 Q. 869 And I think ultimately on the 20th of December 1991 at 6484 a revised agreement
- 19 was entered into between Mr. Bruton, Barkhill, Allied Irish Bank?
- 15:22:42 20 A. That's correct.
- 21 Q. 870 Were you instrumental in bringing about that revised agreement or what do you
- 22 know about it?
- 23 A. I can't remember. Tom renegotiated the agreement himself I don't think that
- 24 I'd anything to do with that.
- 15:22:55 25 Q. 871 I see. For example on the 4th of February 1992. At 6689 I think there is a
- 26 Deed of Transfer of those lands which appears?
- 27 A. Yes.
- 28 Q. 872 To have been signed by you and Mr. O'Callaghan, isn't that correct?
- 29 A. Correct yes.
- 15:23:10 30 Q. 873 And I think in fact in time there was an additional 400,000 pounds payable to

- 15:23:15 1 Mr. Bruton after the sale was completed, isn't that right?
- 2 A. Correct yeah.
- 3 Q. 874 And I think?
- 4 A. Because of late payment.
- 15:23:21 5 Q. 875 And I think that was paid in late 1992, is that right?
- 6 A. Correct.
- 7 Q. 876 And we see a drawdown signed for that payment from Mr. Gilmartin to the bank
8 dated the 29th of September 1992. 8119?
- 9 A. Yes.
- 15:23:34 10 Q. 877 Now at this stage you were the secretary to the company. You had your offices
11 obviously in Blanchardstown?
- 12 A. Yeah.
- 13 Q. 878 There were ongoing costs and expenses in relation to the company. Where were
14 the offices of the company at this stage?
- 15:23:49 15 A. They were, well the registered offices were De Loitte & Touche. The money end
16 of it was dealt with by Mary Basquille of AIB. As far as I recall she dealt
17 with any bills that came. If I needed money in relation to a property
18 transaction I contacted her, asked her for a bank draft and I would get it.
- 19 Q. 879 Was there a problem with the books and records of the company at this stage and
20 trying to identify?
- 21 A. There seemed to be an ongoing problem with the books.
- 22 Q. 880 They were incomplete isn't that right because if we look at 7647, on the 26th
23 of June 1989 I think De Loitte & Touche wrote to the directors care of you?
- 24 A. Yes.
- 15:24:33 25 Q. 881 Having taken and agreed to audit the company and prepare accounts?
- 26 A. Yes.
- 27 Q. 882 For the period up to April 1992, isn't that correct?
- 28 A. That's correct yes.
- 29 Q. 883 And we see the second paragraph of that. It says "arising from the above
15:24:43 30 exercise we have established that the company has no formal books and records."

- 15:24:46 1 The records where they exist are incomplete and deficient in many respects."
- 2 A. Correct.
- 3 Q. 884 "This matter may impact on our audit report and financial statements of
- 4 Barkhill. In view the difficulties with the records and the extent of the
- 15:24:57 5 directors representations in connection with the records we have found it
- 6 necessary to ascertain a more senior member of our staff to the preparation of
- 7 the draft financial information?"
- 8 A. Yes.
- 9 Q. 885 And I think that from time to time I think that the auditors Messrs. De Loitte
- 15:25:14 10 & Touche wrote to you and met with you in relation to those, the preparation of
- 11 those accounts?
- 12 A. I only met them once. And that was, I visited their offices with Tom.
- 13 Q. 886 Yes. For example if we look at 7481 on the 17th of June 92 they wrote to Mr.
- 14 Gilmartin in relation to issues arising on the audit "as you are aware we had
- 15 met with Seamus Maguire and Eddie Kay at AIB Bank Centre?"
- 16 A. That's right. They did turn up at a board meeting.
- 17 Q. 887 Yes. And I think that you responded to some of the queries indeed some of the
- 18 queries related to the monies laid out by Mr. Gilmartin so that they could be
- 19 credited to his loan account, isn't that correct?
- 15:25:58 20 A. That's correct yes.
- 21 Q. 888 And you were one of the people who could best identify what had been laid out
- 22 and what invoices and particularly prior to September 91, would that be fair to
- 23 say?
- 24 A. Correct yes.
- 15:26:10 25 Q. 889 And I think for example that letter that I have just written read to you that
- 26 was sent to Mr. Gilmartin was responded to by you on the 29th of June 1992 at
- 27 7655 and you answered a series of queries that had been raised in so far as you
- 28 could deal with the queries raised, would that be fair?
- 29 A. As far as I am aware. I do recall that Tom was in regular contact with De
- 15:26:34 30 Loitte & Touche.

- 15:26:34 1 Q. 890 Yes. And one of the difficulties I suggest to you at this stage was a
2 difficulty with a series of queries which had been netted down by 1993 as
3 requiring reply. And we see those at 9539. And they are under the heading
4 payments/transactions for which De Loitte & Touche had received no supporting
15:26:56 5 documentation. Do you see that schedule?
- 6 A. This isn't my letter is it.
- 7 Q. 891 No. This is a letter from De Loitte & Touche where they have netted down
8 effectively a series of outstanding queries?
- 9 A. Yes.
- 15:27:08 10 Q. 892 And included in those for example are No. 7, a number of Seamus Maguire & Co.
11 invoices as follows, which appear to have been outstanding, isn't that right?
- 12 A. There would have been no difficulty getting the invoices from me. I'm sure
13 anything I was asked for I supplied.
- 14 Q. 893 For example on the 12th of May 93 at 9569 you were written to by Mr. Deane
15 saying "as you will see from the recent letter there are a number of invoices
16 which need to be furnished. The ones that relate particularly to you are
17 listed as item No. 7 in the attached list" do you see that?
- 18 A. Yes, yes, I see that.
- 19 Q. 894 And you see item No. 7 but there were other invoices which were being sought,
15:27:34 20 isn't that right, and which were outstanding. We see for example there are
21 three amounts paid to Shefran from the Riga subordinated loan account
22 totalling?
- 23 A. I don't know anything about that.
- 24 Q. 895 Yes?
- 15:28:05 25 A. I was dealing just with my involvements purely with the property.
- 26 Q. 896 Now, I think that it's fair to say Mr. Maguire that as the secretary to the
27 company you attended a number of the meetings of the company in that capacity,
28 isn't that right?
- 29 A. I would say most of them I attended.
- 15:28:23 30 Q. 897 And I think you in fact have advised the directors of the meetings and have

- 15:28:30 1 sent to them copies of the agenda for those meetings?
- 2 A. Correct.
- 3 Q. 898 Is that correct?
- 4 A. Yes.
- 15:28:36 5 Q. 899 And I think it's fair also to say that there doesn't appear to have been very
6 many meetings, if any, up until about February of 1993?
- 7 A. That would probably be correct, yes.
- 8 Q. 900 And then for example on the 9th of February 1993 there is an agenda for a
9 meeting which we see at 9227 and we see the minutes of that meeting at 9230 and
15:29:01 10 9231?
- 11 A. Yes.
- 12 Q. 901 9230, please. Who would have prepared that memo of that meeting as we see it
13 on screen?
- 14 A. Could I just go back to that.
- 15:29:15 15 Q. 902 This is the memo of the actual meeting itself?
- 16 A. I suspect it was the bank I'm not sure now. That doesn't look like something
17 that I would have prepared.
- 18 Q. 903 Yes. So you think the bank may have?
- 19 A. I think the bank prepared that.
- 15:29:35 20 Q. 904 Yes. And for example the type of matters that were dealt with on that occasion
21 were if we look at No. 3. Legal maps were being obtained from Seamus Maguire
22 to ensure that site boundaries were accurately defined for the purposes of
23 planning application?
- 24 A. I see that, yes.
- 15:29:50 25 Q. 905 No. 7 it was noted that Seamus was undertaking an appeal against a derelict
26 site?
- 27 A. Yes that's correct.
- 28 Q. 906 No. 8, Seamus Maguire obtained an injunction against itinerants on the site
29 with a stay of execution?
- 15:30:01 30 A. That's correct.

- 15:30:02 1 Q. 907 They are the type of matters that as solicitor to the company you were
2 addressing at that stage?
- 3 A. That's correct yes.
- 4 Q. 908 I think that Mr. Gilmartin did not attend that meeting, isn't that right?
- 15:30:14 5 A. Should be at the top who attended.
- 6 Q. 909 Well we know for example if we look at 9237 Ms. Basquille received a phone call
7 from Mr. Gilmartin?
- 8 A. Yeah.
- 9 Q. 910 Despite his indications he advised her that he would not be attending today's
15:30:35 10 meeting do you see that?
- 11 A. Yes.
- 12 Q. 911 And in fact I think the bank wrote to Mr. Gilmartin on the 10th of February 93
13 at 9239.
- 14 A. Yes.
- 15:30:41 15 Q. 912 Expressing disappointment that he hadn't attended the meeting, isn't that
16 right?
- 17 A. Yes I remember that, yes.
- 18 Q. 913 I think you wrote on the 9th of March 1993 enclosing the draft of the minutes
19 of that meeting?
- 15:31:02 20 A. Yes.
- 21 Q. 914 Now I think there was a meeting on the 24th of March 93. At 9367. And I think
22 you attended that meeting as solicitor, isn't that right?
- 23 A. Yes, I attended that, that's correct.
- 24 Q. 915 And I think Mr. Pitcher, Mr. O'Callaghan, Mr. O'Farrell, Mr. Deane also
15:31:12 25 attended the meeting, isn't that right?
- 26 A. That's correct, yes.
- 27 Q. 916 And I think the type of issues dealt with there included the Council lands?
- 28 A. Yes.
- 29 Q. 917 Planning permission if we go to the next page at 9368. Company matters
15:31:24 30 "serious concerns were expressed on the question of the completion of the

- 15:31:26 1 accounts and filing of returns of the Companies Office. Agreed that these
2 matters would be completed at the earliest possible date" isn't that right?
3 A. That's correct.
4 Q. 918 Was that a difficulty in 92 or 93?
15:31:37 5 A. There seemed to be a breakdown of communications with De Loittes and the bank
6 and didn't seem to be getting done.
7 Q. 919 And was the difficulty Mr. Maguire centering on the failure of the interested
8 parties in providing documentation to the auditors?
9 A. That seemed to be the problem.
15:31:57 10 Q. 920 Either the documentation didn't exist or the persons who might have had the
11 documentation were not in a position to furnish it?
12 A. Maybe a combination of that.
13 Q. 921 Yes. And I think there was a further meeting on the 28th of April. Isn't that
14 right? We look at 9506, we see a draft of that meeting. Mr. Gilmartin appears
15:32:37 15 to have attended a portion of that meeting, isn't that correct?
16 A. Yes, yes, yes.
17 Q. 922 And again I think we see that's a draft of the minutes of that meeting.
18 A. Uh-huh.
19 Q. 923 And we see the typed minutes of the meeting at 9508. It says "Tom Gilmartin,
15:33:05 20 director, part of meeting only" and I think you were, you again attended that
21 meeting, isn't that correct?
22 A. Correct.
23 Q. 924 And the issues dealt with there included planning site matters, issues of
24 various (quoted) and tenants, finance company matters and again the completion
15:33:23 25 of the accounts was an issue?
26 A. Yes.
27 Q. 925 I think Mr. Gilmartin at that meeting rationed an issue of outstanding
28 creditors which were explained by Mr. O'Callaghan, isn't that right?
29 A. Yes.
15:33:35 30 Q. 926 Now Mr. Gilmartin has given evidence to the Tribunal that on a number of

- 15:33:38 1 occasions he complained about payments to Mr. Dunlop, Shefran Limited, sought
2 explanations and wasn't provided with explanations?
- 3 A. He did in fact --
- 4 Q. 927 Went so far as to accuse Mr. O'Callaghan, Mr. Deane of being a pair of
15:33:54 5 gangsters?
- 6 A. Well that's true.
- 7 Q. 928 It is true that he said that or it is true that that happened?
- 8 A. It is true that he said that, yes.
- 9 Q. 929 He said it in evidence. Is it true that it actually happened and that he said
15:34:07 10 it at board meetings?
- 11 A. Well he permanently objected to money being paid to Mr. Dunlop.
- 12 Q. 930 And did you witness his complaints in relation to that and his requests?
- 13 A. At the meetings.
- 14 Q. 931 At those meetings?
- 15:34:22 15 A. Yes.
- 16 Q. 932 Now, I think there are further meetings throughout 1993. There is a meeting on
17 the 13th of October --
- 18
- 19 JUDGE FAHERTY: Sorry, Mr. Maguire, can you tell me who would have been in
15:34:37 20 attendance at the meeting apart from yourself and Mr. Gilmartin when he
21 objected?
- 22 A. Well there was Mr. O'Callaghan, Mr. Deane, Barry Pitcher from the bank. There
23 would have been other bank representatives either Mr. McGrath, Mr. Farrell or
24 Ms. Basquille who normally took -- on some occasions kept the minutes. And I
15:35:12 25 do recall on many occasions he complained that he wasn't being given proper
26 information as to how money was being spent.
- 27
- 28 JUDGE KEYS: Mr. Maguire, could I ask you also did he give any reasons at
29 these meetings as to why he objected to Mr. Dunlop being paid monies?
- 15:35:40 30 A. At the time I didn't pay much attention to that. But I do recall Mr. Dunlop's

15:35:48 1 name being mentioned. One of the reasons given was that he had previously
2 employed professional people like Taggarts in Belfast and other people who were
3 owed money, they weren't being paid whereas Mr. Dunlop was being paid.

4

15:36:08 5 JUDGE KEYS: I see. And was that the only reason he gave or were there any
6 other reasons?

7 A. Well I can't be sure if that was the total reason but I do remember him ...

8

9 JUDGE KEYS: Well do you know did he give any other reasons why or grounds for
15:36:24 10 objecting to Mr. Dunlop and Shefran?

11 A. He didn't give any other specific reasons other than to say how come Mr. Dunlop
12 is being paid and these other people aren't. People who are on my team aren't
13 being paid.

14

15:36:37 15 JUDGE KEYS: That's at the meeting, did he disclose any reasons to you
16 privately outside the meeting why he also objected to?

17 A. No he didn't.

18

19 JUDGE KEYS: I see. Thank you.

15:36:47 20

21 Q. 933 On the 16th of June 1993 at 9738 there was a further meeting which you
22 attended, isn't that right?

23 A. Yes.

24 Q. 934 And I think the issues discussed there included Council lands, planning
15:37:04 25 permission, finance and at 9739 the outstanding company matters, isn't that
26 right.

27 A. Uh-huh.

28 Q. 935 We see that letter dated the 3rd of May 1993 which set out a series of
29 outstanding issues at 9740, isn't that right?

15:37:20 30 A. Yes.

- 15:37:20 1 Q. 936 And there is discussion concerning the issues and queries raised in that
2 letter, isn't that correct?
3 A. Yes.
4 Q. 937 And I think if we look at 9743 this is the final page of that letter from
15:37:32 5 Mr. -- He says "I did write Mr Lucey on the 15th of December 1992 setting out
6 what I regarded as the unresolved matters of strict accounting nature. I am
7 attaching to this letter a schedule of payments/transactions for which De
8 Loitte & Touche received no supporting documentation" do you see that?
9 A. Yes.
10 Q. 938 And see the accompanying document which I put to you earlier at 9744 and 9745?
11 A. Yes.
12 Q. 939 And there are ten matters outstanding there including the invoices for Shefran
13 Limited, isn't that correct?
14 A. Yes.
15 Q. 940 And if we go back to the minutes of the meeting at 9739. We see how the
16 various issues had been identified as having been discussed, isn't that right?
17 A. Yes.
18 Q. 941 However I suggest to you that there was also the, that schedule was also noted
19 at that meeting and that in fact there was a much more comprehensive review of
15:38:02 20 the outstanding matters on that. If we go to for example Allied Irish Bank
note of that meeting dated the 16th of June 93 which is at 9746. If we go to
21 9749 under the heading De Loitte & Touche "the letter of the 3rd of May 1993
22 from De Loitte & Touche to John Deane was reviewed as follows." And the
23 issues were addressed. Included in those issues were the option agreement etc,
24 isn't that right?
25 A. Uh-huh.
26 Q. 942 And those were addressed directly by Mr. Deane with Mr. Fleming. If we go to
27 9750, item No. 9, it says "schedule of claims and transactions noted" and I
28 suggest to you that the payments of transactions scheduled at 9744 was noted at
29 15:38:27 30 that meeting and there must have been some discussion on it at that meeting,

- 15:39:11 1 isn't that right?
- 2 A. Well I remember that the bank undertook and to supply Tom with the details all
3 details of monies paid out.
- 4 Q. 943 Yes.
- 15:39:21 5 A. I don't know whether it happened or not but I remember.
- 6 Q. 944 If we go to 9744. One of the outstanding audit queries?
- 7 A. Uh-huh.
- 8 Q. 945 Was the payments of the three Shefran payments and that would have been noted
9 at that meeting?
- 15:39:40 10 A. It would have yes.
- 11 Q. 946 So Shefran would have been mentioned at that meeting. Another issue that was
12 outstanding was the payment of two sundry items of 10,000 pounds as we see
13 there at item No. 8. Can I just ask you Mr. Maguire from your attendance at
14 those meetings what discussion took place at those meetings by Mr. O'Callaghan
15 or indeed the bank concerning payments to Shefran or indeed invoices concerning
16 payments to Shefran or indeed the two sundry payments of 10,000 Pounds referred
17 to at item No. 8?
- 18 A. I don't recall any discussion on it.
- 19 Q. 947 Now, I think at that meeting if we look at 9739 under the heading any other
15:40:19 20 business. It records that Seamus Maguire on behalf of Tom Gilmartin expressed
21 Mr. Gilmartin's concern "that he was not being kept informed and kept
22 up-to-date with the affairs of Barkhill. He expressed particular concern about
23 not being informed that a loan application which had been made on behalf of
24 Barkhill to AIB, Michael O'Farrell responded that that matter had been
25 discussed at a previous meeting attended by Tom Gilmartin. Owen O'Callaghan
26 rejected any suggestion that he was not forthcoming with information. And he
27 undertook to have forwarded to Tom Gilmartin a detailed set of plans".
- 28
- 29 Were you instructed by Mr. Gilmartin to raise those issues
- 15:40:52 30 A. Yes.

- 15:40:52 1 Q. 948 Independently of what you see there you said that there were meetings attended
2 by you and Mr. Gilmartin for which Mr. Gilmartin raised issues concerning
3 payments, failure to pay his?
- 4 A. His professional people as he referred to them.
- 15:41:05 5 Q. 949 The actual payments made to people like Mr. Dunlop. And he has said that he in
6 fact asked at some of those meetings who Shefran was and was not -- he wasn't
7 told who Shefran was?
- 8 A. I think that's correct. I didn't know. I didn't know the connection between
9 Mr. Shefran and Mr. Dunlop. But obviously Mr. Gilmartin knew because he
15:41:28 10 referred to Mr. Dunlop.
- 11 Q. 950 Did Mr. Gilmartin ever complain to you about Mr. Dunlop's involvement in his
12 project?
- 13 A. Yes, he said he didn't want Mr. Dunlop involved.
- 14 Q. 951 Now there is a further meeting I think on the 24th of June 1993. At 9796. And
15 I think this was a meeting which approved a loan application from Allied Irish
16 Bank of an additional facility and we see that facility offer on the 18th of
17 June 1993 at 9764?
- 18 A. Yes.
- 19 Q. 952 I think there were other issues dealt with at that very briefly, namely
15:42:13 20 O'Donoghue's cottage and defence of proceedings being taken against the company
21 and the fees for De Loitte & Touche for their works, isn't that right?
- 22 A. Yes.
- 23 Q. 953 And I think we see the approval of those loans by you on behalf of Vera
24 Gilmartin at 9798.
- 15:42:33 25 A. That's correct.
- 26 Q. 954 And now if we go forward then to October 1993. I think on the 5th of October
27 1993 there was a further meeting at which the question of the accounts were
28 dealt with, isn't that right. Mr. Flemming of De Loitte & Touche attended that
29 meeting and you were also at that meeting, isn't that right?
- 15:42:52 30 A. Yes.

- 15:42:53 1 Q. 955 The meeting of 13th of October of 1993?
- 2 A. Yes.
- 3 Q. 956 And I think ultimately I think you were in a position to sign off on accounts,
- 4 isn't that right, on the 11th of November 1993 at 10378 De Loitte & Touche
- 15:43:08 5 furnished you with a copy of draft accounts?
- 6 A. Correct.
- 7 Q. 957 Which were ultimately signed, isn't that right?
- 8 A. Yes.
- 9 Q. 958 And submitted?
- 15:43:16 10 A. Yes I think at that stage Connell Wilson were suing for the recovery of
- 11 fees for works done be on behalf of Mr. Gilmartin. That's correct.
- 12 Q. 959 And I think agreement was entered into for the staged payment to Connell
- 13 Wilson?
- 14 A. Yes.
- 15:43:29 15 Q. 960 I think also at this time I think the County Council were putting pressure on
- 16 you to pay the balance of the monies due on foot of that contract and we see it
- 17 at 10415. You were writing to AIB enclosing correspondence and seeking release
- 18 of funds to complete that payment, isn't that right?
- 19 A. That's correct.
- 15:43:47 20 Q. 961 I think that Mr. O'Callaghan was prepared to pay the first of the installments
- 21 due on foot of the Connell Wilson payments, isn't that right, and we see that
- 22 in a letter from you to Mr. O'Farrell at 10458, isn't that right. There were
- 23 agreed staged payments and we see in a note in the bottom right hand corner
- 24 Owen was prepared to loan the cash to Barkhill?
- 15:44:10 25 A. Oh, yes that's correct yes.
- 26 Q. 962 I think Connell Wilson were also taken on board at this time to find a
- 27 purchaser for the Quarryvale site or to get involved. Mr Gilmartin says that
- 28 he was instrumental in finding the purchaser for Quarryvale. I think
- 29 Hamilton's were originally interest but ultimately Grosvenor became involved?
- 15:44:33 30 A. That's correct there was a lot of discussions and meetings and I think that's

- 15:44:37 1 correct yes.
- 2 Q. 963 And in fact I think that you received the draft of Sterling from Allied Irish
- 3 Bank in relation to the Connell Wilson claim. We see that at 10584?
- 4 A. That's correct.
- 15:44:52 5 Q. 964 And ultimately I think you were advised by the auditors on the 27th of January
- 6 1994 at 10698. There is a certificate signed in relation to the accounts,
- 7 isn't that right?
- 8 A. Yes.
- 9 Q. 965 And on the 21st of February 1994, 10783, I think the auditors advise you they
- 15:45:14 10 were in receipt of the audited accounts. I think Mr. Kieran O'Malley was also
- 11 looking for money at this stage but unlike Connell Wilson I think Mr. Gilmartin
- 12 was of the view that he wasn't entitled to his funds at this stage isn't that
- 13 right and I think that was the view shared by you also, is that correct?
- 14 A. Well I think Mr. O'Malley was paid.
- 15:45:36 15 Q. 966 Yes. For example, yes that he might have been paid previously, isn't that
- 16 correct?
- 17 A. No.
- 18 Q. 967 On the 15th of March 1994, the bank, Mr. O'Farrell recorded the following, "the
- 19 only other outstanding potential bill is due to Kieran O'Malley, 50,000 Irish
- 15:45:51 20 Pounds. He has discussed this with John Deane, Seamus Maguire and Tom
- 21 Gilmartin and they all agree that there is no justification for Kieran O'Malley
- 22 for this amount. No discussion has taken place with Kieran O'Malley and it
- 23 would be their intention to defend any action that might be taken by
- 24 Mr. O'Malley in this regard. The difference between the amount --
- 15:46:11 25 A. I think maybe the amount was disputed but I think he was paid, maybe a lesser
- 26 amount. I'm not a hundred per cent about that.
- 27 Q. 968 But there continued to be meetings I think in 1994?
- 28 A. Yes.
- 29 Q. 969 And I think there was a meeting on the 1st of February 1994 that you attended
- 15:46:34 30 at 10704. There was a meeting on the 19th of May 1994. Which is at 11005.

- 15:46:43 1 And I think at that meeting you raised queries on behalf of Mr. Gilmartin. If
2 we could have?
- 3 A. Yes.
- 4 Q. 970 And you refer to those in your statement and I don't propose to go through them
15:47:01 5 again, isn't that right?
- 6 A. Yes.
- 7 Q. 971 And then I think again on the 26th of August 1994 you signed a document on
8 behalf of Mr. Gilmartin and again on the 5th of October 1994 there was a
9 meeting where Mr. Sheeran. Sorry. Mr. Sheeran was appointed on behalf of Mr.
15:47:07 10 Gilmartin to represent his interests, isn't that right.
- 11 A. Yes, that's correct.
- 12 Q. 972 And on the 9th of November 1994 I think there were meetings involving
13 Mr. Sheeran again representing the interests of Mr. Gilmartin but those were
14 meetings with Allied Irish Bank and Mr. Sheeran where he was reading himself
15:47:23 15 into the matters?
- 16 A. Correct, yes.
- 17 Q. 973 Mr. Gilmartin has given evidence to the Tribunal, Mr. Maguire, of a particular
18 meeting he says which took place at Bank Centre which he says you were in
19 attendance. At which an issue arose concerning the designation of
15:47:44 20 Blanchardstown. He says that Mr. O'Callaghan left the meeting and returned and
21 said that Blanchardstown would not be getting designation and that he had that
22 from the horse's mouth?
- 23 A. I don't know.
- 24 Q. 974 Do you recall any meeting concerning designation attended by you at Bank Centre
15:48:07 25 and Mr. Gilmartin where the issue of the designation of Blanchardstown was
26 discussed?
- 27 A. I don't recall that no.
- 28 Q. 975 No?
- 29 A. There was many discussions about designation and rezoning but I don't recall
15:48:19 30 that.

15:48:22 1 Q. 976 As the type of meeting -- it would be a meeting where Mr. O'Callaghan would
2 have left the meeting for a few minutes in order to check on the issue of the
3 designation of Blanchardstown and would have returned subsequently to the
4 meeting?

15:48:34 5 A. I can't remember that.

6 Q. 977 You can't?

7 A. No.

8 Q. 978 Could it be that such a meeting took place but you have no recollection?

9 A. It could have happened I just don't recall it.

15:48:45 10 Q. 979 And I think you were written to by De Loitte & Touche at 10813. Where you were
11 asked in your capacity as secretary to the company to return and sign
12 documentation, isn't that right?

13 A. Yes.

14 Q. 980 To the auditors?

15:49:01 15 A. Yes.

16 Q. 981 Now moving into 1995 I think there continued to be meetings throughout 1995 in
17 relation to Quarryvale, isn't that correct?

18 A. Yes.

19 Q. 982 And I think there was a meeting on the 14th of March 1995 at 16419?

15:49:20 20 A. Yes.

21 Q. 983 Do you recall that meeting?

22 A. Yeah it's where that, I obviously attended yes.

23 Q. 984 And I think you reported to the meeting in relation to monies that were being
24 sought by the Council etc. isn't that right?

15:49:46 25 A. Yes.

26 Q. 985 And then I think there may have been a meeting on the 23rd of March 1995. If I
27 could have 16350 please. This appears to have been a note provided to the
28 Tribunal of a potential meeting on the 23rd of March 1995. Unfortunately no
29 notes of the meeting had been supplied to the Tribunal. Do you recall a
30 meeting on the 23rd of March 1995?

- 15:50:22 1 A. I don't recognise that writing.
- 2 Q. 986 Yes. If such a meeting did take place would you agree with me that it would
- 3 appear that Mr. Gilmartin and yourself were present?
- 4 A. Yes.
- 15:50:31 5 Q. 987 Per that note?
- 6 A. Yes.
- 7 Q. 988 And if for example if we go back to the meeting, the note of the meeting on the
- 8 14th of March 1995 which is at 11656.
- 9 A. Uh-huh.
- 15:50:42 10 Q. 989 Attended by Mr. Sheeran and indeed attended by you?
- 11 A. Yes.
- 12 Q. 990 And if we go to 11657. We see that that note of that meeting appears to have
- 13 been dated and signed by Mr. O'Callaghan on the 23rd of March 1995?
- 14 A. Uh-huh.
- 15:50:58 15 Q. 991 Do you see that?
- 16 A. Yes.
- 17 Q. 992 And I suggest to you that it would be usual that the minutes of the previous
- 18 meeting would be signed by a director at the following meeting?
- 19 A. Correct.
- 15:51:08 20 Q. 993 So the fact that that meeting is or the notes of that meeting are signed on the
- 21 23rd of March 95 suggest that there was a meeting on the 23rd of March 95?
- 22 A. That would appear to be so, yes.
- 23 Q. 994 And would you agree with me that there appears to be no note of that meeting on
- 24 the 23rd of March 95 or at least the Tribunal's been able to find any note of
- 25 what transpired other than what we see at 16350?
- 26 A. That appears to be the position yes.
- 27 Q. 995 Now I think there was a meeting on the 23rd of May 1995, isn't that right?
- 28 A. Yes.
- 29 Q. 996 Or on the 24th of May 1995. 11794 please. And I think both yourself and Mr.
- 30 Gilmartin were present at that meeting, isn't that right?

- 15:51:52 1 A. Yes, yes.
- 2 Q. 997 And in fact I think if we look under the heading "interest in the scheme,
3 retail anchor, item No. 4". " Mr. Deane had indicated to the meeting that the
4 strength of interest from anchors and new tenants was due to the quality of the
15:52:17 5 site" do you see that?
- 6 A. Yes.
- 7 Q. 998 He indicated to the meeting that "Marks & Spencers had been brought on board by
8 Tom Gilmartin long before any involvement by O'Callaghan Properties in the
9 lands and O'Callaghan Properties were merely bringing forward this interest to
15:52:20 10 conclusion" do you see that?
- 11 A. Yes.
- 12 Q. 999 It appears that Mr. Deane was crediting Mr. Gilmartin?
- 13 A. Yes.
- 14 Q. 1000 With having assisted in bringing?
- 15:52:30 15 A. That's correct, yes.
- 16 Q. 1001 And if we go to 11795. I think Mr. Gilmartin made a contribution in relation
17 to the retail park and power centre?
- 18 A. Correct.
- 19 Q. 1002 Raised points as to whether the company was wise in pursuing a sale at such
15:52:46 20 early a junction to Power City, isn't that right?
- 21 A. That's right.
- 22 Q. 1003 And indeed if we look under "investor interest". Mr. Deane reported to the
23 board by way of background that approximately 12 months ago Tom Gilmartin had
24 indicated to him that Connell Wilson and in particular Richard Foreman of that
15:53:03 25 firm would be in a position he felt to provide an investor to fund the
26 Quarryvale project, do you see that?
- 27 A. Yes.
- 28 Q. 1004 Mr. Gilmartin has given evidence to the Tribunal that he was very much involved
29 in actually finding an investor in 95 and 96 for this project. Would it be
15:53:19 30 fair to say that there was a discussion of his involvement to that extent at

- 15:53:22 1 this time?
- 2 A. Correct.
- 3 Q. 1005 And I think that meeting approved a number of Quarryvale expenses including
4 expenses to Mr. Dunlop and we see those in a schedule to the meeting at 11797.
15:53:35 5 Expenses totalling 392,000 pounds were approved, isn't that right?
- 6 A. Uh-huh.
- 7 Q. 1006 Now I want to show you a document. It's number is 3755. And it says "after
8 Barry Pitcher left the meeting the following matters were discussed. A. Tom
9 Gilmartin's personal position. Tom Gilmartin gave a detailed statement of
15:54:03 10 dissatisfaction with matters in general incorporating the following. Lack of
11 information, no communication, the whole saga was unfair to his family,
12 complained of the treatment he had received from O'Callaghan Properties. He
13 was the subject of a dirty tricks campaign. O'Callaghan Properties had walked
14 away with 2 million of his money. His credibility had been totally undermined.
15:54:22 15 His telephone calls were not answered. The bank has lost faith with him
16 because his credibility was undermined. He had given certain personal
17 information regarding his financial standing only to the bank and subsequently
18 appeared in the papers, it must have been leaked by the bank. If he had been
19 left handle matters himself he would have done the entire deal without
15:54:42 20 anybody's assistance. John Deane had made certain that he did not speak to
21 people that night of the zoning motion. Generally he was subjected to
22 political manoeuvring, blackmailing and a campaign of dirty tricks such that he
23 has now lost everything". Do you recall Mr. Gilmartin outlining his personal
24 dissatisfaction in that fashion to the bank?
- 15:55:01 25 A. I do.
- 26 Q. 1007 And could that have been at the meeting of the 23rd, 24th of May 1995?
- 27 A. It might have been.
- 28 Q. 1008 Would you?
- 29 A. The date I wouldn't remember but I remember him outlining.
- 15:55:13 30 Q. 1009 This is a document which isn't really appended to any minute of any board

- 15:55:19 1 minute but I suggest to you that if we look at the?
- 2 A. I recall him making those general complaints I couldn't say if they were in
- 3 that order.
- 4 Q. 1010 If we look at that document the only clue one gets as to when it might have
- 15:55:31 5 been made is to be found from Mr. Deane's response. It says "John Deane
- 6 indicated that while responses to these items had been made at various meetings
- 7 he wanted to make three points. 1. There would be no involvement of
- 8 O'Callaghan Properties in Quarryvale whatsoever and Tom Gilmartin completed the
- 9 contract for sale which he entered into for the acquisition of the Neilstown
- 15:55:49 10 site. 2. He totally rejected that information was not forthcoming. He
- 11 attended on a fortnightly basis at Bank Centre and had all the information
- 12 before the meeting. 3. As a result of a letter which Tom Gilmartin wrote to
- 13 AIB indicating Paul Sheeran was to represent his interests all of the
- 14 information, communications was given or made with Paul Sheeran". We know
- 15:56:10 15 Mr. Sheeran got involved in late 94 so this meeting obviously had to take place
- 16 after late 94?
- 17 A. Yes.
- 18 Q. 1011 And this is a meeting attended by Mr. Gilmartin in May 95, isn't that right?
- 19 A. Yes.
- 15:56:22 20 Q. 1012 That's the type of document one would expect to be included in a note of the
- 21 minute of a meeting?
- 22 A. As I say, I remember those general complaints but I can't say when they were
- 23 made.
- 24 Q. 1013 Can I ask you, just going back to the minute of that meeting for example. At
- 15:56:43 25 11794. Who drew up the minute of that board meeting?
- 26 A. I can't say now.
- 27 Q. 1014 Did you draw up the minutes of any of the meetings Mr. Maguire?
- 28 A. Some of them. Some of them.
- 29 Q. 1015 Is there any way the Tribunal can discover the ones prepared by you and the
- 15:56:58 30 ones prepared on your behalf?

- 15:57:00 1 A. All the papers that I have submitted to the Tribunal.
- 2 Q. 1016 Yes. We know that there was a further meeting on the 28th of June 1995 at
- 3 11281. Again attended by Mr. Gilmartin, isn't that right?
- 4 A. Yes his name is there, yes.
- 15:57:19 5 Q. 1017 And we know that the minutes of the previous meeting were read, approved and
- 6 signed by Mr. Gilmartin but the minutes of the previous meeting did not include
- 7 the document that I referred to at 3775 which I read from a moment ago, isn't
- 8 that right?
- 9 A. Yes.
- 15:57:36 10 Q. 1018 And I think the issues discussed at that meeting included land acquisition, St.
- 11 Patrick's lands, planning permission, interest in the scheme, is that correct?
- 12 A. Yes.
- 13 Q. 1019 And then under heading "development appraisal" at 11822, it says "Tom Gilmartin
- 14 raised some queries in relation to the development appraisal. He was
- 15 particularly concerned to see residual value of the land for the anchor units
- 16 had been included in the appraisal. Exercise was undertaken at the meeting to
- 17 show the different levels of profit arising sales from the anchor sales of the
- 18 sale of the unit shops and the profit on both of these elements equated to the
- 19 amount on offer from (quoted). Tom Gilmartin expressed his satisfaction with
- 15:58:13 20 this. Tom Gilmartin raised some further queries in relation to items that
- 21 appeared on the development appraisal. Owen O'Callaghan pointed out that they
- 22 were unfortunately prepared by surveyors and had merely been extracted from a
- 23 quantity surveyor's report on the 4th November. There would appear on it to
- 24 be face of it to be very misleading information but that the full breakdown
- 15:58:25 25 included a quantity surveyor's report which was circulated in November"/
- 26
- 27 Do you recall any discussion concerning that?
- 28 A. I can't specifically remember that. I'm sure it happened but I just can't.
- 29 Q. 1020 Mr. Gilmartin seems to have been complaining at this stage about plans which
- 15:58:52 30 had been lodged and which had not been seen by him do you recall that?

- 15:58:55 1 A. I do. I recall that yes.
- 2 Q. 1021 And if we go to 11823. We see that that document. That that minute or that
3 meeting seems to have been signed on the 5th of October 95, although it had
4 been suggested that there would have been a meeting on the 12th of July. Can
15:59:11 5 the Tribunal take it that there wasn't a meeting on the 12th of July and that
6 the next meeting was in fact the 5th of October 95?
- 7 A. It may have been some meetings were cancelled I remember I can't ...
- 8 Q. 1022 Now we see further evidence of Mr. Gilmartin's intervention on that occasion at
9 11825 which is a bank note of the board meeting held on that date?
- 15:59:35 10 A. Yes.
- 11 Q. 1023 You see it's -- you were dealing with the -- would this be a flavour of Mr.
12 Gilmartin's intervention at this time it says.
13 "Before John Deane had an opportunity to go through the various points in his
14 report Tom Gilmartin interrupted with complaints that he had been excluded from
15 these negotiations and was not even aware of the final site layout proposal.
16 He provided a list of points which he feels unhappy about, mainly relating to
17 costs as per the development agreement and his inability to make any
18 contribution to the overall Quarryvale development. Essentially he feels that
19 the costs have all been inflated and there is very little possibility receiving
16:00:11 20 any pay back shareholding from the proposal performance payment. A number of
21 these points were addressed at the meeting such as the fact that Riga is
22 Barkhill's project Manager and in accordance with the shareholders agreement
23 and that Tom Gilmartin had been kept advised of all progress in relation to the
24 development through Paul Sheeran since he had nominated him to represent him
16:00:30 25 late last year. Both Owen O'Callaghan and John Deane offered to spend the day
26 in Luton taking Tom Gilmartin through the development plans and costs breakdown
27 if required. The discussions became quite heated until Paul Sheeran intervened
28 to suggest that both John and Owen would now take steps to ensure Tom does not
29 feel left out of negotiations from here"
- 16:00:51 30 A. That would be a fair reflection of what happened.

- 16:00:54 1 Q. 1024 There doesn't appear to be a record in either the bank or the official board
2 meetings of Mr. Gilmartin accusing Mr. O'Callaghan and Mr. Deane of stealing
3 his project from him as such or of behaving in a criminal fashion or bribing
4 councillors or bribing Mr. Gilmartin or bribing others or indeed bribing Mr.
16:01:21 5 Dunlop I should say. Would it be fair to say that the written record of the
6 meetings don't always reflect everything that was said?
7 A. Sometimes.
8 Q. 1025 And that that type of outburst wouldn't be recorded in the detail?
9 A. Maybe not.
16:01:43 10 Q. 1026 And the fact that there isn't a written record of it doesn't mean that it
11 didn't take place, would that be fair to say?
12 A. That's probably correct.
13 Q. 1027 But in any event, you have a recollection of Mr. Gilmartin raising issues with
14 the bank and others concerning Shefran. You didn't know who Shefran was?
16:01:51 15 A. I didn't know but he mainly was complaining of not being kept up-to-date about
16 what was happening and being excluded from, as he said, he claimed he wasn't
17 shown the set of plans that had been lodged. That's ...
18 Q. 1028 What I am really seeking assistance on Mr. Maguire is the extent to which the
19 official board meetings can be relied upon for everything that transpired in
16:02:17 20 the course of the meetings?
21 A. That's probably correct yes.
22 Q. 1029 One can't rely on them completely?
23 A. No.
24 Q. 1030 Presumably, these meetings would have gone on over a fairly substantial period?
16:02:27 25 A. Yes yes hours.
26 Q. 1031 And would it be fair to say insofar as you were prepared in preparing the
27 minutes of the meetings you were anxious to give a kind of a flavour of what
28 general items were discussed but you didn't go into detail?
29 A. We couldn't possibly.
16:02:39 30 Q. 1032 And presumably that type of outburst by Mr. Gilmartin would have been reflected

16:02:46 1 would have been watered down, would that be fair to say in any minutes that you
2 would have prepared?

3 A. Couldn't say that, no.

4 Q. 1033 Well for example the minutes of the meeting that we cannot date?

16:03:03 5 A. Uh-huh.

6 Q. 1034 At 3755 which commences after Barry Pitcher left the meeting, the following
7 matters were discussed and a series of allegations. That doesn't appear on any
8 minute of any meeting that the Tribunal has been provided with?

9 A. I can recall those complaints, yes.

16:03:18 10 Q. 1035 Yes. But Mr. Gilmartin's complaints were not just on one occasion. They were
11 spread over a series of meetings, is that fair to say?

12 A. Yes.

13 Q. 1036 And in fact sometimes you were instructed to raise issues on his behalf, is
14 that correct?

16:03:31 15 A. That's correct, yes.

16 Q. 1037 And I think there was a meeting then on the 5th of October 95 at 11981 attended
17 by you. And there was a request for an adjournment of that meeting, isn't that
18 right?

19 A. And that was a meeting where the offer from Grosvenor was being discussed,
20 isn't that correct.

21 Q. 1038 We see that at 11982. Under "investor interest". The board reviewed in detail
22 the position regarding investor interest as set out in the board's papers. It
23 was agreed from this review that the most satisfactory offer appeared to be
24 that of Grosvenor in that it involved a large up front payment which would go a
25 substantial way towards reducing the company's indebtedness. Furthermore from
26 a financial point of view it appeared to be the best offer on the table. And
27 you will see that the board decided that Riga Limited, as project managers,
28 would be authorised to resume the Grosvenor offer, to bring it to final Heads
29 Of Terms stage on behalf of the company in preference to any other offer
30 available to the company?

16:04:38 1 A. Yes.

2

3 CHAIRMAN: Sorry, Mr. Quinn, it's now past four o'clock.

4

16:04:43 5 MR. QUINN: I am very near completing.

6

7 CHAIRMAN: I am just wondering is there much by way of cross-examination?

8

9 MR. LUCEY: No, there is not Sir. There will be nothing.

16:04:50 10

11 CHAIRMAN: Well then we will sit. Do you want to break for a few minutes?

12 A. No, I would prefer to go ahead.

13

14 CHAIRMAN: We'll just break for five minutes.

16:04:57 15

16

17

THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK

AND RESUMED AS FOLLOWS:

16:05:52 20

21 Q. 1039

22

23 MR. QUINN: I think Mr. Maguire, I think we had been dealing with the board
24 meeting on the 5th of October 1995 which approved and authorised Riga Limited
16:13:34 25 as project managers to pursue with Grosvenor their offer in relation to the
26 matter, isn't that right?

27 A. Yes.

28 Q. 1040 And I think shortly after that then you wrote to the bank I think on the 15th
29 of November 1995 at 12021. Offering Mr. Gilmartin's shares to the existing
16:13:51 30 shareholders?

- 16:13:52 1 A. That's correct.
- 2 Q. 1041 Would it be fair to say that by late 1995 Mr. Gilmartin was anxious to take
- 3 his -- to cease his involvement with Barkhill?
- 4 A. He had become worn out with it at that time.
- 16:14:08 5 Q. 1042 And I think that did you discuss Barkhill with Mary Basquille or anybody within
- 6 the bank therefore and Mr. Gilmartin's offer of his shareholding to the other
- 7 shareholders?
- 8 A. I can't remember discussing it with Mary Basquille.
- 9 Q. 1043 And I think that in early 199 -- by December 1995 I think there was a further
- 16:14:33 10 meeting at 12060 when more concrete terms were on the table, isn't that right?
- 11 A. Yes, yes.
- 12 Q. 1044 And I think that the Grosvenor transaction was given further priority by the
- 13 board, isn't that right?
- 14 A. Correct.
- 16:14:49 15 Q. 1045 And then I think into early 1996 I think that Mr. O'Callaghan and Mr. Gilmartin
- 16 had met and there had been a payment of some monies to Mr. Gilmartin and a
- 17 contract signed by Mr. Gilmartin subject to receiving advices, isn't that
- 18 right?
- 19 A. Correct.
- 16:15:08 20 Q. 1046 And then I think by early 1996 Mr. Gilmartin as we saw had instructed Mr. Noel
- 21 Smyth to act on his behalf and you saw that letter 26th of January 1996 at
- 22 12103. And if we look to the very end of that letter, having set out his fee
- 23 structure at 12107 Mr. Smyth advised Mr. Gilmartin that he had spoken in Mr.
- 24 Gilmartin's presence with Seamus Maguire whom he understood had indicated to
- 16:15:38 25 him that you should retain this firm on your behalf given the circumstances in
- 26 which you now find yourself, is that correct?
- 27 A. I have never seen that letter before.
- 28 Q. 1047 This is a letter sent to Mr. Gilmartin which would set out the basis upon which
- 29 Mr. Smyth would act for him, it was included in the brief and you should have
- 16:15:56 30 got a copy of it Mr. Maguire . It says "I also indicated to you that if you

16:15:59 1 would like to take advice from Seamus on the level of fees which we propose to
2 charge in relation to this matter and the terms upon which we are prepared to
3 act then you should of course do so?"

4 A. I have never seen that before.

16:16:12 5 Q. 1048 "(Quoted) wish to have a meeting with Seamus Maguire before initiating any
6 letters to John Deane please do so". So you say that you had no discussions
7 whatsoever with Mr. Smyth at this time?

8 A. No.

9 Q. 1049 But you did attend board meetings which were also attended by Mr. Smyth?

16:16:28 10 A. I did. He did turn up at a board meeting that's correct.

11 Q. 1050 For example there was a meeting I think on the 7th of February 1996 and we see
12 a note of that meeting, the official minute of that meeting I think, sorry 8th
13 of February 1996 at 12138. And I think we see that the directors, that is Mr.
14 O'Callaghan, Mr. Pitcher and Mr. Gilmartin invited Michael O'Farrell, Mary
16:16:54 15 Basquille, Neville O'Byrne, John Deane, Noel Smyth and Seamus Maguire to attend
16 the meeting?

17 A. Yes.

18 Q. 1051 And I think that was a meeting where it would be fair to say that there was a
19 fairly Frank exchange of views by all the parties including Mr. Smyth on behalf
20 of Mr. O'Callaghan?

21 A. And Mr. O'Byrne on behalf of the bank.

22 Q. 1052 Yes. Would it be fair to say that at that meeting Mr. Smyth made a series of
23 allegations on behalf of Mr. Gilmartin and his treatment by the bank and
24 Messrs. O'Callaghan and Deane?

16:17:26 25 A. That's correct.

26 Q. 1053 Allegations which were I think dealt with by Mr. Deane and Mr. O'Byrne on
27 behalf of the bank and rejected, is that right?

28 A. That's correct.

29 Q. 1054 Was there a suggestion or an indication by Mr. Smyth at that meeting that Mr.
16:17:44 30 Gilmartin would sue his partners?

- 16:17:47 1 A. Correct.
- 2 Q. 1055 For oppression as a minority shareholder?
- 3 A. That's correct.
- 4 Q. 1056 Did Mr. Smyth suggest at that meeting that he would subpoena politicians to any
16:17:58 5 such proceedings?
- 6 A. I don't think he did.
- 7 Q. 1057 Well at 20448. This is a note of that meeting dated the 12th of February 1996.
8 Taken by Mr. Deane. If you look at the third paragraph. He says "as far as
9 Noel Smyth was concerned his instructions made it clear that there was some
16:18:19 10 misrepresentation and by the bank and that Tom Gilmartin was an oppressed
11 shareholder. There was a number of matters around the time for the site
12 assembly which arose which are of grave cause for concern. Also the
13 shareholders agreement leaves a lot to be desired. He has advised his client
14 to initiate proceedings. He also had has had four or five councillors who
16:18:39 15 would be subpoenaed to give evidence." Do you see that?
- 16 A. I don't remember that.
- 17 Q. 1058 That's Mr. ?
- 18 A. Obviously if it happened.
- 19 Q. 1059 Mr. Deane's note of the meeting?
- 16:18:48 20 A. I don't recall that. If it happened it happened. I remember it as a heated
21 meeting but ...
- 22 Q. 1060 In any event, I think that there was also the question of what was to happen
23 the Grosvenor deal at this time, isn't that right?
- 24 A. That's right.
- 16:19:13 25 Q. 1061 And I think there was a further meeting on the 23rd of February 1996, isn't
26 that right?
- 27 A. Correct yes.
- 28 Q. 1062 And at that stage I think letters and correspondence had been exchanged between
29 the parties, Mr. Smyth had instructed counsel, I dealt with that matter earlier
16:19:32 30 at the beginning of the 22nd of February 1996. And I think ultimately I think

- 16:19:37 1 agreement was reached in relation to Mr. Gilmartin and Vera Gilmartin, is that
2 correct?
- 3 A. Yes.
- 4 Q. 1063 And an agreement was reached that their interest would be acquired, isn't that
16:19:47 5 correct?
- 6 A. Correct yes.
- 7 Q. 1064 And I think you signed that agreement on Mrs. Vera Gilmartin's behalf as her
8 attorney, is that correct?
- 9 A. I attended yes. As a signatory only.
- 10 Q. 1065 Yes. And presumably you were satisfied that that was an appropriate settlement
11 on her behalf at that time?
- 12 A. Tom and Mr. Smyth had agreed it. I wasn't involved in the negotiations of it.
13 That was the end of my involvement with Barkhill.
- 14 Q. 1066 I think in fact there had previously been an agreement on the 21st of March 96
16:20:35 15 between Barkhill and Grosvenor. We see that at 12336. Whereby Grosvenor
16 acquired an interest in some of the Barkhill lands?
- 17 A. I'm not familiar with that now. I wasn't involved in that.
- 18 Q. 1067 Can I just ask you Mr. Maguire, to what extent did the Merrygrove lands in
19 Neilstown feature in any of the board meetings at Barkhill over the years?
- 16:21:06 20 A. I can't ever remember it even being mentioned.
- 21 Q. 1068 Did you know for example that it was being proposed that a football stadium or
22 a soccer stadium or indoor or outdoor stadium?
- 23 A. No, I read that in the newspapers afterwards but it never came up at board
24 meetings that I recall anyway.
- 16:21:22 25 Q. 1069 Yes. You know on the 22nd of March 1996 at 20476 Mr. Deane wrote to you
26 advising you that he had "pleasure in informing you that contracts were
27 exchanged with Grosvenor late on Thursday night. Would now be pushing forward
28 to deal with the preconditions to the contract etc". isn't that right?
- 29 A. Yes, yes.
- 16:21:45 30 Q. 1070 And again I think De Loitte & Touche wrote to you on the 12th of February.

16:21:49 1 12th of April 1996 at 12360 dealing with Barkhill for the period ending 31st of
2 March 1995 and 31st of October 1993, "finalisation of the statutory financial
3 statements for the company for those periods, isn't that right?

4 A. Yes.

16:22:09 5 Q. 1071 And I think it was decided at some stage that rather than the staged payments
6 which had been agreed with the Gilmartins that in fact there would be an
7 upfront payment, one upfront payment?

8 A. That's correct.

9 Q. 1072 And the issue of the discounting of that payment arose and I think an agreement
16:22:26 10 was ultimately reached for the upfront payment of monies to Mr. Smyth on Mr.
11 and Mrs. Gilmartin's behalf, isn't that right? If we had 12495 we see on the
12 13th of May 1996 credit having been given for earlier payments, a cheque in the
13 sum of 7,475,000 is made payable to Mr. Noel Smyth, isn't that right?

14 A. Correct.

16:22:49 15 Q. 1073 And I think that agreement which allowed for that and the power of attorney
16 signed by you on behalf of Ms. Vera Gilmartin is to be found at 12460 and your
17 signature I think isn't that right? And you were appointed by A B Gilmartin
18 for Ms. Vera Gilmartin?

19 A. I don't see the signature on that.

16:23:13 20 Q. 1074 Your signature isn't on it but her's is?

21 A. All right.

22 Q. 1075 At 12464. We'll see the resignations of the directors then at 12521. Mr.
23 Gilmartin is dated the 30th of May 1996. And then at 12520 you as attorney for
24 Vera Gilmartin?

16:23:39 25 A. Yes.

26 Q. 1076 Mr. Gilmartin has said that you were present on occasions when he called
27 Mr. Deane and Mr. O'Callaghan a pair of gangsters would that be?

28 A. I recall it at least once.

29 Q. 1077 He said that you were present when on more than one occasion he demanded to
16:24:15 30 know what the hell was going on particularly in relation to payments to Shefran

1 and Mr. Dunlop and in particular he had queried the identity of the entity of
2 Shefran Limited and the payments to Shefran Limited where people refused to
3 tell him who that entity was and I think your evidence is that you never knew
4 who Shefran was?

16:24:36 5 A. Well I didn't but I do recall him complaining that his professionals could not
6 be paid but O'Callaghan Properties or the project managers appeared to be able
7 to get their accounts paid.

8 Q. 1078 Just in relation to a matter I raised with you from the minutes of the meeting
9 concerning the payments to Mr. O'Malley. I think you advised that Mr. O'Malley
10 was in fact paid?

11 A. I thought he was.

12 Q. 1079 And discovered to the Tribunal a letter dated the 16th of July 1997 to Mr. Noel
13 Smyth and Partners?

14 A. Right.

15 Q. 1080 Thanking him for his cheque in the sum of 49,258.25 Pounds accompanying a
16 letter dated the 11th of July 1997 re Barkhill limited?

17 A. That's right.

18 Q. 1081 Glad to rectify that. Thank you very much, Mr. Maguire?

19 A. Thank you very much.

20
21
22 CHAIRMAN: Mr Lucey?

23
24 MR LUCEY: I have no questions, Sir.

25
26 JUDGE FAHERTY: Yes I just have one or two matters, Mr. Maguire.

27 A. Sure.

28
29 JUDGE FAHERTY: You said that you never knew who Shefran was?

30 A. No, I didn't connect Shefran and Mr. Dunlop.

16:25:42 1

2 JUDGE FAHERTY: All right

3 A. If I just explain. There was a block of -- O'Callaghan Properties were the
4 project managers.

16:25:48 5

6 JUDGE FAHERTY: Yes.

7 A. And they had a list of bills to be paid and Shefran must have been one of
8 those.

9

16:26:07 10

JUDGE FAHERTY: Yes.

11 A. I didn't pick it out as something unusual.

12

13 JUDGE FAHERTY: Yes. That's really what I want to ask you about Mr. Maguire.
14 When you attended Barkhill meetings I think you were there in your capacity as
15 secretary to the company

16 A. Correct, yes.

17

18 JUDGE FAHERTY: Do I understand it correctly from the evidence also that you
19 were there in your capacity as attorney for Mrs. Gilmartin?

16:26:16 20

A. Correct.

21

22 JUDGE FAHERTY: She was a director of Barkhill

23 A. She was.

24

16:26:20 25

JUDGE FAHERTY: As I understand it, there were a number of directors. I think
26 it was Mr. Gilmartin?

27 A. Well as far as I was aware there were only two directors Mr. Gilmartin -- Mr.
28 and Mrs. Gilmartin but it transpires today now that I, unknown to myself.

29

16:26:35 30

JUDGE FAHERTY: I don't want to go to into the earlier one. I'm talking about

16:26:38 1 after the shareholders agreement in September 1991, the formal agreement

2 A. Oh, yes, yes, yes.

3

4 JUDGE FAHERTY: We'll forget about the earlier. I heard what you said about
16:26:46 5 the earlier history of Barkhill. As I understand it, Mrs. Gilmartin remained a
6 director?

7 A. Correct.

8

9 JUDGE FAHERTY: And so did Mr. Gilmartin albeit that their shareholding was
16:26:57 10 diluted by virtue of the shareholders agreement. Mr. O'Callaghan was a
11 director, I understand and Mr. Barry Pitcher?

12 A. Barry Pitcher was the nominee of the bank.

13

14 JUDGE FAHERTY: Who took the shareholding, I think, of the 20 per cent

16:27:11 15 A. Yes.

16

17 JUDGE FAHERTY: Can I ask you, obviously De Loitte & Touche on occasions as I
18 understand it wrote, they queried certain things and they wanted to know about
19 various creditors and what they were for etc.

16:27:27 20 A. Uh-huh.

21

22 JUDGE FAHERTY: Can I ask you. Generally at Barkhill meetings was there
23 discussion about what money was being spent on, Mr. Maguire?

24 A. Yes, well generally what happened was, there was a shortage of money and
16:27:43 25 accounts would be needed to be paid.

26

27 JUDGE FAHERTY: Absolutely

28 A. And discussions with the bank as to what ones were priorities, what was going
29 to be paid and what could be put.

16:27:54 30

16:27:54 1 JUDGE FAHERTY: We've seen that and I can't recall any specific date but I
2 know there were discussions about we'll push this one out for a while or
3 whatever

4 A. That's correct.

16:28:03 5
6 JUDGE FAHERTY: You say you didn't know what Shefran was?
7 A. No I didn't.
8

9 JUDGE FAHERTY: We know that in 1991 on three different dates, I think, some I
16:28:10 10 think it's 50,000 or 40,000, 25,000 and 15,000 I think on three dates, I think
11 over a period of months 1991 was paid out?

12 A. Yeah.
13

14 JUDGE FAHERTY: And this was obviously at some stage queried by De Loitte &
16:28:25 15 Touche as I understand it?

16 A. Yes, yes, yes.
17

18 JUDGE FAHERTY: And indeed yes. In your capacity as attorney for
19 Mrs. Gilmartin. Now apart altogether about Mr. Gilmartin, leave him aside.
16:28:39 20 Did you ever as in your function as director in that capacity, did you ever ask
21 the Project Manager what those or indeed ask anybody at the meeting what those
22 monies were expended for?

23 A. Well I didn't distinguish it from any of the other bills that were presented.

24 In other words, it didn't stand out to me any different from the list of bills
16:29:09 25 that were produced. I didn't go behind the Project Manager's to know what
26 every 10,000 was spent on. So it didn't stand out to me, Shefran. It's only
27 in recent times.
28

29 JUDGE FAHERTY: Did you have any idea at all what it was?

16:29:24 30 A. No I didn't.

16:29:24 1

JUDGE FAHERTY: Did you know who Connell Wilson were for example?

2 A. Oh, yes I knew Connell Wilson. They were Tom Gilmartin's professionals.

4

JUDGE FAHERTY: They were involved as I understand it?

6 A. They needed to be paid and Tom was complaining that they weren't being paid
7 yes.

8

JUDGE FAHERTY: Did you know that at the meetings Mr, who Connell Wilson were?

16:29:43 10

A. I did.

11

JUDGE FAHERTY: Did you know who Mr. Murray was -- I'm wrong. The planner,
O'Malley, I beg your pardon, Kieran O'Malley?

14 A. Yes, he was one of Tom's as well. I knew Tom's professionals but I didn't know
16:29:59 15 the O'Callaghan ones.

16

JUDGE FAHERTY: Yes. And how did you know that this was an O'Callaghan
18 professional?

19 A. Well because they presented. It was on the list of, it was on their list of
16:30:11 20 people to be paid as distinction from Tom's list of people to be paid.

21

JUDGE FAHERTY: Yes. But surely, ultimately by the time of the shareholders
23 agreement came into being it wasn't so much Tom versus Riga because it was all
24 Barkhill. Barkhill was an entity. So if a list was being, as I understand it,
16:30:30 25 Riga were employed if I can, as a project Manager, is that correct? And every
26 so often would present bills?

27 A. Yes.

28

JUDGE FAHERTY: But they were the bills of Barkhill? Presumably the work was
16:30:42 30 being carried out, do you see what I'm saying?

16:30:54 1 A. Oh, yes.

2

3 JUDGE FAHERTY: And I am just wondering. Did anybody, if you didn't know what
4 Shefran was, it was a fairly substantial sums of money that you were being
16:30:54 5 asked to ...

6 A. Uh-huh, as secretary

7

8

9 JUDGE FAHERTY: They had been paid at this stage but you ...

16:31:02 10 A. I didn't go behind any of the bills to inquire about them you know.

11

12 JUDGE FAHERTY: We know that the bank obviously because we've seen memos -- I
13 think you appreciate that you weren't here this morning. On occasions the
14 banks were saying that there would be no more funds available as banks ...

16:31:20 15 A. Absolutely.

16

17 JUDGE FAHERTY: In the way banks operate obviously. They want to know where
18 their money is going. Do you recall Mr. Pitcher in his capacity as director of
19 Barkhill ever asking questions about how money was spent?

16:31:35 20 A. I don't. Because.

21

22 JUDGE FAHERTY: Do I take it he would have had an entirely different focus to
23 the likes of Ms. Basquille or Mr. O'Farrell, they were bankers to Barkhill?

24 A. Yes.

16:31:47 25

26 JUDGE FAHERTY: Mr. Pitcher was an entirely different ...

27 A. I don't recall him querying very much now, I don't no.

28

29 JUDGE FAHERTY: All right. Thanks very much.

16:31:56 30 A. Thanks.

16:31:57 1

2 CHAIRMAN: All right. Thank you very much, Mr. Maguire
3 A. Thank you.

4

16:31:59 5

6

7 **THE WITNESS THEN WITHDREW.**

8

9

16:32:01 10 CHAIRMAN: We are sitting on Thursday. Not tomorrow. Thursday at 10 a.m.
11 For Mr. Dunlop.

12

13 MS. DILLON: Yes. Actually I think the first witness on Thursday is Mr. John
14 Ahern from Allied Irish Bank.

16:32:11 15

16 CHAIRMAN: All right. But it's 10 o'clock.

17

18 MS. DILLON: It is 10 o'clock. Thank you Sir.

19

16:32:15 20

CHAIRMAN: All right.

21

22

23

24 **THE TRIBUNAL THEN ADJOURNED UNTIL THE FOLLOWING DAY,**

16:32:54 25

THURSDAY, 24TH JANUARY 2008, AT 10:00 A.M:

26

27

28

29

30