



The Third Interim Report of the Tribunal of Inquiry into Certain Planning Matters and Payments

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PREFACE

This is my Third Interim Report to the Oireachtas. It concerns itself, in the main, with the activities of Mr. George Redmond, a retired Assistant City and County Manager for Dublin, in the context of his dealings with Mr. James Gogarty, Mr. Joseph Murphy Snr., Mr. Joseph Murphy Jnr. and Mr. Michael Bailey.

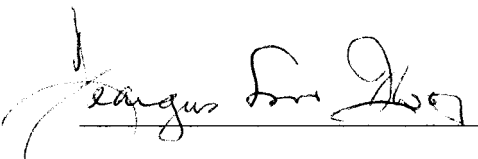
In my Second Interim Report published on 26th September 2002, I reported my Interim findings in relation to those parties in connection with the payment of monies to Mr. Ray Burke in June 1989 at his home, “Briargate”, Swords, Co. Dublin.

I am aware, from information published in the public media, that Mr. Redmond is currently awaiting trial in Dublin Circuit Criminal Court on charges of corruption arising from the performance of his duties as Assistant City and County Manager for Dublin. I believe that Mr. Redmond’s trial may take place in the forthcoming sessions of Dublin Circuit Court which commence in October 2002.

In these circumstances, I have decided to withhold publication of this Interim Report pending the determination of the criminal proceedings against Mr. Redmond which are currently before the Court. I do so, lest it be argued that the publication of my Report at this time may prejudice Mr. Redmond’s entitlement to a fair trial.

I have entrusted this, my Third Interim Report, to the custody of the Registrar to the Tribunal, Mr. Peter Kavanagh B.L, to retain it in escrow with a direction that it be delivered to the Clerk of the Dáil as soon as possible after the conclusion of Mr. Redmond’s trial.

The publication of this Third Interim Report completes my present findings upon the Gogarty module of evidence referred to in my Second Interim Report. As this is an Interim Report only, I am not, at this time, making any specific recommendations for legislative change governing corruption.



The Honourable Mr. Justice Fergus M. Flood.

30th September 2002.

INTRODUCTION TO THE THIRD INTERIM REPORT OF THE TRIBUNAL OF INQUIRY INTO CERTAIN PLANNING MATTERS AND PAYMENTS

The Amended Terms of Reference of the Tribunal (**Appendix A**) require the Tribunal to inquire urgently into and to report to the Clerk of the Dáil and to make such findings and recommendations as it sees fit in relation to (inter alia) the following definite matters of urgent public importance:-

A.4.(a). The identity of all recipients of payments made to political parties or members of either House of the Oireachtas, past or present, or members or officials of a Dublin local authority or other public official by Mr. Gogarty or Mr. Bailey or a connected person or company within the meaning of the Ethics in Public Office Act, 1995, from 20th June 1985 to date, and the circumstances, considerations and motives relative to any such payment;

A.4. (b). Whether any of the persons referred to at sub-paragraphs 3(ii) and 3(iii) above were influenced directly or indirectly by the offer or receipt of any such payments or benefits.

A.5. In the event that the Tribunal in the course of its inquiries is made aware of any acts associated with the planning process which may in its opinion amount to corruption, or which involve attempts to influence by threats or deception or inducement or otherwise to compromise the disinterested performance of public duties, it shall report on such acts and should in particular make recommendations as to the effectiveness and improvement of existing legislation governing corruption in the light of its inquiries.”

This Third Interim Report deals with;

- (i) payments alleged by Mr. James Gogarty to have been made to Mr. George Redmond by Mr. Joseph Murphy Jnr. in 1988/1989,
- (ii) a payment claimed by Mr. George Redmond to have been paid to him by Mr. James Gogarty in either 1988/1989 and
- (iii) payments claimed by Mr. George Redmond to have been made to him in 1988 and 1989 by Mr. Michael Bailey.

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CHAPTER 1

BACKGROUND TO THE MAKING OF ALLEGATIONS OF PAYMENTS TO MR. GEORGE REDMOND BY MR. JAMES GOGARTY

THE AFFIDAVIT OF MR. JAMES GOGARTY

1.01 In an Affidavit sworn by Mr. James Gogarty on the 12th October 1998, he deposed to the fact that Mr. Joseph Murphy Jnr. had paid monies to Mr. George Redmond in 1988. (**Extracts-Appendix B**) Mr. Gogarty claimed that Mr. Redmond was paid two sums of money on behalf of companies within the Murphy Group of companies. The first payment was said to be a sum which was the equivalent of 10% of the financial saving achieved by following the advices given by Mr. Redmond in relation to service charges and levies payable as a condition of planning permission granted for the development of Murphy lands at Forrest Road, Swords, Co. Dublin. The second payment was said to be a sum of £15,000 paid to Mr. Redmond by Mr. Joseph Murphy Jnr. as compensation to Mr. Redmond for his not being engaged as a Consultant to the Murphy Group of companies, following upon his retirement in June 1989.

1.02 As Mr. George Redmond was, in 1988, the Assistant City and County Manager for Dublin the allegations made by Mr. Gogarty were inquired into in order to establish:-

- (i) Whether or not monies were paid on behalf of the Murphy companies to Mr. Redmond;
- (ii) What the nature and amount of any such payment(s) was;
- (iii) Whether any such payment(s) amounted to corrupt payment(s) within the Tribunal's Terms of Reference.

THE RESPONSE OF THOSE AGAINST WHOM MR. GOGARTY HAD MADE ALLEGATIONS OF IMPROPRIETY

1.03 The Tribunal determined that, in addition to Mr. Redmond, the following persons and entities were affected by the allegations of Mr. James Gogarty regarding the payment of monies to Mr. George Redmond, namely; the Murphy interests (**Appendix C**) and Mr. Michael Bailey. Following circulation of Mr. Gogarty's Affidavit containing the allegations made in relation to the claimed payments to Mr. George Redmond and the alleged involvement of Mr. Joseph Murphy Snr., Mr. Joseph Murphy Jnr. and Mr. Michael Bailey, the Tribunal sought responses to the allegations made by Mr. Gogarty from these named individuals.

1.04 In his initial written response Mr. George Redmond denied that any money had been paid to him by, or on behalf of, any Murphy company in relation to advices given by him in respect of the planning permission for the Forrest Road lands. Mr. Redmond also denied having received any money from Mr. Joseph Murphy Jnr. in compensation for the loss of a post-retirement consultancy position with the Murphy Group.

1.05 The Murphy interests denied that they paid any money to Mr. George Redmond at any time.

1.06 Mr. Michael Bailey denied that he had been instrumental in setting up the meeting between Mr. Gogarty and Mr. Redmond as was claimed by Mr. Gogarty or that he had attended any meeting in the

Clontarf Castle Hotel at which Mr. Redmond was paid money by Mr. Joseph Murphy Jnr. as was claimed by Mr. Gogarty.

THE ESTABLISHED RELATIONSHIP BETWEEN MR. JAMES GOGARTY, THE MURPHY INTERESTS AND MR. MICHAEL BAILEY IN 1988

Mr. James Gogarty

1-07 Mr. James Gogarty was the Chairman of Joseph Murphy Structural Engineering Limited (JMSE) and a Director of certain Murphy landowning companies within Lajos Holdings Limited (Lajos), the Murphy Group holding company, which was in turn owned by an Isle of Man company, General Agencies Limited, which was in turn owned by trusts which had been settled by Mr. Joseph Murphy Snr., the potential beneficiaries of which included members of the Murphy family.

Mr. Joseph Murphy Snr

1-08 Mr. Joseph Murphy Snr. was the founder of the Murphy companies and the settlor of the trusts which held the assets of the companies. He was considered by the companies employees as the owner of the companies. He exercised personal control over these companies once he had succeeded in removing the former Chief Executive, Mr. Liam Conroy, from office in June 1988.

Mr. Joseph Murphy Jnr

1-09 Mr. Joseph Murphy Jnr., the son of Mr. Joseph Murphy Snr., was appointed a Director of the Murphy companies following the restructuring of the management of the companies upon the removal from office of Mr. Conroy in June 1988.

Mr. Michael Bailey

1-10 Mr. Michael Bailey was a Company Director and property speculator who, since early 1988, was negotiating to purchase lands owned by two Murphy companies, Reliable Construction (Dublin) Limited (Reliable) and the Grafton Construction Company Limited (Grafton) at Forrest Road, Swords, Co. Dublin.

1-11 Further details of the relationship of these parties are to be found in the Second Interim Report of the Tribunal published on the 26th September 2002.

CHAPTER 2

THE FORREST ROAD LANDS

THE 1983 PLANNING PERMISSION FOR THE DEVELOPMENT OF THE MURPHY LANDS AT FORREST ROAD, SWORDS

2.01 A planning application was lodged with Dublin County Council by Conroy Manahan & Associates, Architects and Planning Consultants, on behalf of Grafton, one of two Murphy companies which together owned the Forrest Road lands, seeking planning permission for the development of these lands so as to provide for the construction of residential units. Dublin County Council granted planning permission for development of 206 houses on these lands on the 1st October 1982.

2.02 An appeal against this decision was lodged by a third party and was heard by An Bord Pleánála which granted permission on the 21st June 1983 for the development of the lands. The planning permission (**Appendix D**) was subject to conditions. These conditions included an obligation on the part of the developer to pay to Dublin County Council a contribution towards the provision of a public water supply, piped sewerage facilities in the area and proposed improvements by the Council to the public road system in the area.

2-03 Dublin County Council determined the contribution in respect of water and drainage facilities to be £87,440.00 and determined the contribution in respect of road improvements to be £35,020.00, making a total sum of £122,460.00.

2-04 The planning permission granted by An Bord Pleánála had a life of 5 years, and if substantial development of the land was not in progress by the 21st June 1988, the planning permission would expire by efflux of time. In the event that the lands were not developed within the life of this permission, any intended future development of the lands would require a fresh planning application and any such planning permission granted for the development of the lands would, in all probability, be subject to similar, though not necessarily identical, service charges and levies calculated at the then current rates.

2-05 In the period which had elapsed between 1983 and 1988 the level of service charges and levies imposed by Dublin County Council, in respect of new developments, had increased substantially. The Tribunal heard evidence that, had a new application for planning permission been lodged in 1988 for an exactly similar number of houses to that provided for in the 1983 planning permission for the Forrest Road lands, service charges and levies of up to £342,860.00 could have been levied by the Council as a condition of development.

2-06 No development of the Forrest Road lands took place when they were in the ownership of the Murphy companies between 1983 and 1988.

THE EVIDENCE OF MR. JAMES GOGARTY IN RELATION TO THE FORREST ROAD LANDS AND THEIR PLANNING STATUS IN 1988

2-07 Mr. Gogarty gave evidence to the Tribunal confirming the allegations which were set out in his Affidavit of the 12th October 1998. He said that, in early 1988, Mr. Joseph Murphy Snr. was aware that the planning permission on the Forrest Road lands at Swords was about to expire in June 1988. Mr. Murphy Snr. wished to sell the lands with the benefit of their existing development status.

2-08 Mr. Gogarty said that Mr. Murphy Snr. was concerned that, once the original planning permission lapsed, further planning applications might not be successful or, if successful, might involve a higher level of service charges and levies being payable on foot of the new planning permission than had been fixed in 1983. This would materially affect the sale price of the lands.

2-09 Mr. Gogarty stated that Mr. Murphy Snr. informed him that Mr. Liam Conroy, the then Chief Executive of the Murphy companies, had had a good relationship with Mr. George Redmond, and that there was a builder called Michael Bailey, who Mr. Murphy Snr. had previously known from London, who also had a good relationship with Mr. Redmond. He said that Mr. Murphy Snr. suggested to him that between them, these individuals could arrange for a meeting to take place between Mr. Gogarty and Mr. George Redmond.

2-10 Mr. Gogarty stated that Mr. Michael Bailey subsequently met with him at the JMSE offices in Santry in April or May 1988, and arranged for a meeting to take place between Mr. Gogarty and Mr. Redmond at Mr. Redmond's offices in Dublin County Council.

2-11 Mr. Gogarty said that the meeting took place with Mr. Redmond at his offices in O'Connell Street, Dublin in May 1988. He conveyed to Mr. Redmond the concerns of Mr. Murphy Snr. and sought Mr. Redmond's advice as to how best to deal with the planning situation facing the owners of the Forrest Road lands.

2-12 Mr. Gogarty stated that Mr. Redmond informed him, in response, that he had already discussed the matter with Mr. Liam Conroy. Mr. Gogarty said he informed Mr. Redmond that Mr. Conroy's involvement with the Murphy companies was about to end whereupon Mr. Redmond expressed surprise, stating that he had been talking to Mr. Conroy recently and no mention had been made of his imminent departure.

2-13 Mr. Gogarty stated that Mr. Redmond then asked to speak directly to Mr. Joseph Murphy Snr., indicating that he had had a relationship with Mr. Conroy, and that he had indicated to Mr. Conroy a mechanism which would overcome the difficulties arising from the imminent expiry of the 1983 planning permission.

2-14 Mr. Gogarty informed Mr. Redmond that he would speak to Mr. Murphy Snr. regarding this request to meet him. Mr. Gogarty stated that, following the meeting, he informed Mr. Murphy Snr. of what had transpired with Mr. Redmond and some days later he received instructions from Mr. Murphy Snr. to set up a further meeting with Mr. Redmond which would be attended by his son, Mr. Joseph Murphy Jnr., in addition to Mr. Gogarty.

2-15 Mr. Gogarty said that this subsequent meeting took place with Mr. Redmond in his offices in May 1988 and was attended by Mr. Joseph Murphy Jnr. and Mr. Gogarty.

2-16 Mr. Gogarty said that, at this meeting, Mr. Redmond outlined a strategy which could be adopted to resolve the Forrest Road planning concern. He said Mr. Redmond indicated that he, Mr. Redmond, had drafted the text of a letter which, if sent on behalf the company to Dublin County Council, would resolve the problem.

2-17 Mr. Redmond indicated that if a renewal of the Forrest Road planning permission was sought by Grafton without his intervention, the level of the service charges and levies that could be designated in 1988 terms, would be roughly double the level of contribution which had been fixed in 1983.

2-18 Mr. Gogarty stated that Mr. Redmond informed then that he had reached an agreement with Mr. Liam Conroy, under which Mr. Conroy had agreed to pay him 10% of the notional saving which would be effected by adopting the strategy advised by Mr. Redmond.

2-19 Mr. Gogarty said that the draft letter, which was prepared by Mr. Redmond, was subsequently handed to him by Mr. Joseph Murphy Jnr. and that he, Mr. Gogarty, arranged for the contents of the draft letter to be typed onto the headed notepaper of Grafton in the offices of Denis McArdle, Solicitor of McArdle & Co., before he sent it to Dublin County Council's Planning Department. (**Appendix E**).

2-20 Mr. Gogarty indicated that, sometime later, Mr. Joseph Murphy Jnr. confirmed to him that he had paid Mr. Redmond 10% of the saving which was achieved by adopting Mr. Redmond's strategy and that he, Mr. Murphy Jnr., blamed Mr. Conroy for committing the Murphy Group to this expenditure.

**THE STRATEGY WHICH RESULTED IN THE SERVICE CHARGES AND LEVIES FIXED
IN 1983 REMAINING AS THE LEVEL OF CHARGES APPLICABLE
NOTWITHSTANDING THE EXPIRY OF THE 1983 PLANNING PERMISSION ON THE
21ST JUNE 1988**

2-21 The letter which Mr. Gogarty said was drafted by Mr. Redmond contained a proposal to Dublin County Council which, if adopted, would extend the period during which service charges and levies at the 1983 level would apply by a period of two years. The proposal was that the Murphy company, Grafton, would pay the full amount of the service charges and levies fixed in 1983, namely £122,460.00, prior to the expiry of the existing planning permission provided the Council would confirm that, in the event that this payment was made, no additional levy would be imposed when a fresh application was made for a similar residential development.

2-22 This was a novel proposal for which there was no precedent in the Planning Department of Dublin County Council. The Planning officials who considered this proposal responded by letter of the 31st May 1988 (**Appendix F**) confirming that, if the financial contribution was received before the 21st June 1988, the Council would not seek a further contribution in respect of water or drainage services or road improvements if a further grant of permission was made for a similar residential development on substantially the same site within two years of the 21st June 1988. The Council also indicated that water and drainage services would be available for any such permission granted within the above mentioned two year period.

2-23 Following upon receipt of this letter, Grafton paid £122,460.00 to Dublin County Council.

2-24 Mr. Michael Bailey's architect prepared a fresh application for planning permission on these lands on the 29th July 1988. (**Appendix G**).

2-25 The planning permission, ultimately granted for these lands by An Bord Pleanála on the 21st March 1989, imposed a condition on the developer to pay development levies and contributions to be fixed by Dublin County Council insofar as contributions relating to the provision of public services to these lands had not already been paid. (**Appendix H**) The Council did not fix any charges over and above the £122,460.00 already received by them.

2.26 The Tribunal is satisfied that the strategy followed by the Murphy companies resulted in the service charges and levies at the 1983 level being applied for the development of the Forrest Road lands. The Tribunal is satisfied that had this strategy not been followed, the service charges and levies fixed by Dublin County Council would have been considerably in excess of the figure levied in 1983.

**THE EVIDENCE OF MR. GEORGE REDMOND IN RELATION TO HIS DEALINGS WITH
MR. JAMES GOGARTY AND MR. MICHAEL BAILEY CONCERNING THE FORREST
ROAD LANDS**

2-27 Mr. Redmond acknowledged that he had met Mr. Gogarty in connection with the Forrest Road lands in 1988. He denied that the introduction had been made by Mr. Michael Bailey as claimed by Mr. Gogarty.

2-28 Mr. Redmond said that Mr. Gogarty approached him expressing concern that the planning permission on the Forrest Road lands was about to expire and seeking his advice as to how best to deal with the matter.

2-29 Mr. Redmond said that he gave advice to Mr. Gogarty and that his advice was that Grafton/Reliable should commence some form of development on the lands forthwith so as to enable the companies apply for an extension of the existing planning permission. He said that he informed Mr. Gogarty that weather conditions at the time were very good and that there was a considerable amount of available plant and machinery which would have allowed for substantial earth works to have been progressed prior to the expiry date of the planning permission. If these works were carried out prior to expiry of the planning permission, it would have been possible for the companies to seek an extension of the existing planning permission in order to complete the development then in hand.

2-30 In his evidence, Mr. Redmond was particularly concerned to state that he did not draft any letter for Mr. Gogarty nor did he hand over any draft of a letter to Mr. Joseph Murphy Jnr. to be sent to Dublin County Council. He denied ever meeting Mr. Joseph Murphy Jnr. either in connection with the Forrest Road lands or otherwise.

2-31 Mr. Redmond said that his first introduction to Mr. Michael Bailey took place in the Phoenix Park, when they were introduced by a mutual friend, since deceased.

THE EVIDENCE OF THE MURPHY WITNESSES IN RELATION TO MR. GEORGE REDMOND AND HIS INVOLVEMENT WITH THE EXPIRING PLANNING PERMISSION IN 1988

2-32 Mr. Joseph Murphy Snr. and his son Mr. Joseph Murphy Jnr. disputed the totality of Mr. Gogarty's evidence in relation to the claimed Forrest Road payment to Mr. George Redmond.

2-33 Mr. Joseph Murphy Snr. stated that he was unaware in 1988 of the imminent expiry of the 1983 planning permission in respect of the Forrest Road lands. He denied that he knew Mr. Michael Bailey from London or elsewhere. He denied that he had any knowledge of a meeting being set up with Mr. George Redmond to resolve the Forrest Road planning difficulties. He claimed not to know Mr. Redmond or to have ever heard of him.

2.34 Mr. Joseph Murphy Jnr. denied that he was in Ireland in 1988. He claimed that he never attended any meeting with Mr. George Redmond, either in his offices in Dublin County Council or elsewhere. He denied receiving a draft letter from Mr. Redmond or giving a draft letter to Mr. Gogarty for onward transmission to Dublin County Council. He denied that he had paid any money to Mr. Redmond in respect of advices given on the Forrest Road planning permission issue.

THE EVIDENCE OF MR. MICHAEL BAILEY IN RELATION TO HIS INVOLVEMENT WITH MR. REDMOND AND THE MURPHY INTERESTS IN 1988

2.-35 Mr. Michael Bailey denied that he had any role in setting up a meeting between Mr. Gogarty and Mr. Redmond. He supported the account of Mr. Redmond as to how he met Mr. Gogarty and Mr. Redmond, namely that he had been introduced to Mr. Redmond in the Phoenix Park, Dublin by a mutual friend and that he had expressed an interest to Mr. Redmond in acquiring suitable lands in the Dublin area.

2-36 Mr. Michael Bailey said that Mr. Redmond subsequently contacted him in relation to the Forrest Road lands, indicating that he believed they were for sale and expressing willingness to introduce him to Mr. Gogarty, who was negotiating the sale on behalf of the owners.

2-37 Mr. Michael Bailey said that Mr. Redmond effected the introduction of Mr. Gogarty to him at the Clontarf Castle Hotel.

2-38 Mr. Michael Bailey denied that he had ever met Mr. Joseph Murphy Snr. in London or elsewhere. In furnishing his written statement to the Tribunal on the 11th January 1999, Mr. Michael Bailey stated that he had never worked in London yet, in the course of his subsequent oral testimony in the public sessions of the Tribunal, he acknowledged that he had a property company in England in the early 1980's which was engaged in building construction and in the purchase and sale of property in London.

2-39 Mr. Michael Bailey confirmed that he frequently travelled to London and conducted the business of the company in London. As with other aspects of his evidence, Mr. Michael Bailey's evidence, in regard to whether he worked in London or not, was self contradictory.

2.40 The Tribunal is satisfied that Mr. Michael Bailey had the opportunity of meeting Mr. Joseph Murphy Snr. in London and does not find it necessary to determine whether, in fact, such a meeting took place in order to report upon Mr. Redmond's involvement with the service charges and levies to be applied by Dublin County Council to the Forrest Road lands.

CONCLUSION DRAWN FROM THE FACT THAT RADICALLY DIFFERENT ACCOUNTS OF EVENTS WERE GIVEN BY THE RESPECTIVE WITNESSES

2.41 The Tribunal concluded that the conflicts which are apparent from consideration of the evidence of the parties, could not be explained on the basis that they were innocent failures of recollection, mistakes, or misinterpretation of the true facts. The Tribunal concluded that the divergences in the accounts given by the parties could only be explained on the basis that some party, or parties, had deliberately set out to mislead the Tribunal. It was clear from the disparities in the accounts given by the various witnesses that some party, or parties, gave false evidence to the Tribunal as to the true circumstances surrounding the service charges and levies payable in respect of the Forrest Road planning permission and as to the role which Mr. George Redmond played in ensuring that the 1983 charges applied, notwithstanding the expiry of the planning permission on the 21st June 1988.

CHAPTER 3

FINANCIAL HISTORY OF MR. GEORGE REDMOND

MR. REDMOND'S INCOME AND ASSETS

3.01 Mr. Redmond commenced employment as a Clerk in Dublin Corporation in 1941. He spent the entire of his working life with Dublin Local Authorities and retired having reached 65 years of age on the 23rd June 1989. His legitimate earnings from Dublin Corporation and Dublin County Council for the years 1965-1989 are shown in (**Appendix I**). His net salary in 1989 was £19,380.

3.02 Although it was not publicly known prior to the setting up of the Tribunal, Mr. Redmond had, since the 1960's, been in receipt of regular and substantial payments from builders and developers in the Dublin area throughout the period when he was employed in the Planning Department of Dublin Corporation and later, when he took up his position as Assistant City and County Manager with Dublin County Council.

3.03 There was no evidence that this proclivity on Mr. Redmond's part was known to Mr. James Gogarty prior to the time that Mr. Redmond was said by him to have been paid money by Mr. Joseph Murphy Jnr.

3.04 The subsequent inquiries carried out by the Tribunal have established that Mr. Redmond was lodging sums to his various bank accounts, which were multiples of the relatively modest salary he received whilst an employee of Dublin Corporation and, subsequently, of Dublin County Council. The amounts which Mr. Redmond admitted lodging to his accounts in the early 1960's were the equivalent of receiving one substantial house per annum free. The schedule annexed to this Report (**Appendix J**) reflects the accretions to Mr. Redmond's capital assets over the years 1981 to 1998. These accretions cannot be explained as being the proceeds of savings from Mr. Redmond's salary or the interest earned on savings.

3-05 At the time of the commencement of this Tribunal, Mr. Redmond had cash deposits of over £350,000 of which £194,000 was held off-shore in accounts in his name in the Isle of Man. Prior to the opening of his Isle of Man bank accounts he had operated a number of bank accounts in Ireland using various forms of his name both in its Irish and English versions, and giving a variety of addresses in Ireland, England and in Spain, none of which were addresses at which he had ever resided.

3-06 The Tribunal is satisfied that Mr. Redmond at all times intended to keep secret the fact that he was in receipt of these payments. The Tribunal believes that only a limited number of persons were aware of the fact that Mr. Redmond was receiving substantial sums of money from builders and developers, most of whom were contributors to him.

3-07 Mr. Redmond acknowledged that the monies paid to him were paid by property owners, developers and builders in the Dublin area to whom he gave advices. This advice was said by him to range over a variety of topics from financial matters to advice on property trends. Mr. Redmond denied that any of the advices given damaged his employer's legitimate interests.

WAS MR. REDMOND PAID MONEY FOR THE ADVICE GIVEN IN RELATION TO THE FORREST ROAD SERVICE CHARGES AND LEVIES?

3-08 The Tribunal considers that Mr. Redmond's account of events is not borne out by the documentation which was generated following his meeting with Mr. Gogarty. The letter of the 10th May

1988, addressed to Dublin County Council from Grafton, did not indicate that substantial works were about to be commenced by the company which would extend beyond the expiry date of the planning permission, nor did the letter indicate that an extension of the existing planning permission would be sought in order to complete a development in being.

3-09 The Murphy companies did not avail of the good weather, or of the supply of plant and machinery available at that time, to commence any work on the Forrest Road lands in 1988. This was the advice which Mr. Redmond claimed he had given to Mr. Gogarty and which Mr. Gogarty denied was ever given.

3-10 The letter of the 10th May 1988 to the Planning Department of Dublin County Council, which followed immediately upon the meeting between Mr. Redmond and Mr. Gogarty, clearly envisaged that a fresh planning application would be made in the future rather than Grafton seeking an extension of the existing planning permission.

3-11 If Mr. Redmond's evidence as to what transpired at the meeting with Mr. Gogarty was correct, the Tribunal would have expected that the letter (**Appendix E**) written by Grafton following upon that meeting, would have reflected the advices which Mr. Redmond said he gave to Mr. Gogarty, but it did not.

3-12 If Mr. Redmond's evidence as to what took place at his admitted meeting with Mr. Gogarty was correct, then the strategy which was in fact adopted by Grafton and which achieved the necessary saving, must have been devised by Mr. Gogarty.

3-13 Mr. Redmond acknowledged that Mr. Gogarty had only a limited knowledge of the planning system, and while Mr. Redmond identified a certain concern in the Planning Department of Dublin County Council regarding the legality of the imposition of the service charges and levies, the Tribunal is satisfied that Mr. Gogarty did not know of any such concern in Dublin County Council in 1988, and therefore, could not have exploited this concern nor could he have anticipated that the proposal to Dublin County Council would have achieved the desired result.

3-14 The Tribunal is satisfied that Mr. Redmond was aware that the offer of pre-payment of the levies would be favourably received by the Planning Department officials in Dublin County Council who had to consider the content of the letter of the 10th May 1988, and this letter was drafted by Mr. Redmond in the knowledge that the probable result of such a request being made of the Planning Department was that the charges would be fixed at their 1983 level in respect of any future similar development.

3-15 Despite Mr. Redmond's denial, the Tribunal is totally satisfied that this scheme was the brainchild of Mr. Redmond and was not devised by Mr. Gogarty. The Tribunal is satisfied that Mr. Redmond drafted the letter which was subsequently to be sent to the named Planning official in Dublin County Council and handed over a copy of his draft to Mr. Joseph Murphy Jnr. at the meeting at his offices on the 10th May 1988.

3-16 In the evidence heard before the Tribunal, it was established that Mr. Redmond performed a somewhat similar drafting service for Mr. Michael Bailey in connection with the same lands in June 1989, as one of his last administrative acts for the Council.

3-17 The Forrest Road lands included, not only the buildable development land which had been sold on by Mr. Michael Bailey, but also steeply sloping lands contiguous to the Ward River Valley and upon which there was no reasonable prospect of obtaining permission to build. These lands had limited open-market value.

3-18 In the course of seizure of documents at the home of Mr. Redmond by the Criminal Assets Bureau in February 1999, a draft letter (**Appendix K**), purporting to come from the owner of these lands and intended to be sent to Dublin County Council, was discovered. The evidence established that this draft letter was prepared by Mr. Redmond and was intended to be sent to the Dublin County Manager, Dublin County Council, where the proposal contained in the letter would be decided upon by him, Mr. Redmond.

3-19 This was a clear example of Mr. Redmond attempting to create a paper trail, which was intended to convey to any subsequent reader of the correspondence on the Council file, that Mr. Redmond's

administrative decision was made in response to a proposition advanced to the Council by a property owner, whereas in fact he had devised the strategy, drafted the letter to himself and would determine the issue himself.

3-20 The Tribunal considers that the parallels between his behaviour in drafting this latter letter for Mr. Michael Bailey, and the actions which Mr. Gogarty claimed Mr. Redmond performed in relation to the Forrest Road lands for the Murphy interests, were obvious; while purporting to fulfill his administrative duties on behalf of the Council, Mr. Redmond was, unknown to the Council, serving the interests of persons who would gain financially from the decisions of the Council.

3-21 The Tribunal is satisfied that Mr. Redmond gave a false account to the Tribunal of the circumstances surrounding his giving advice to the Murphy interests regarding the Forrest Road lands planning permission and that the reason for doing so was because he was aware that he was acting improperly in giving this advice.

CONCLUSION AS TO WHETHER MR. REDMOND WAS PAID FOR THE ADVICE GIVEN IN RELATION TO THE SERVICE CHARGES AND LEVIES FOR THE FORREST ROAD LANDS, SWORDS

3-22 The Tribunal is satisfied that the evidence established that, for over 28 years prior to Mr. Redmond's meeting with Mr. Gogarty, Mr. Redmond was receiving substantial payments for advice given by him to property owners and property developers.

3-23 The Tribunal considers it inherently improbable that he would have given advice to the Murphy interests unless he was going to be financially rewarded for this advice.

3-24 The Tribunal is satisfied that Mr. Redmond did give the advice which was attributed to him by Mr. Gogarty, and that the strategy followed by the Murphy interests resulted in a substantial financial benefit being conferred on them.

3-25 Despite the evidence of Mr. Michael Bailey to the contrary, the Tribunal is satisfied that the fact that the service charges and levies were fixed at the 1983 levels was a significant factor in fixing the ultimate sale price for the lands.

3-26 The Tribunal is satisfied that, were it not for the fact that the service charges and levies were fixed at their 1983 level, Mr. Michael Bailey, the purchaser of these lands through Princess Homes Limited, would have paid less than the £1.45 million which he ultimately agreed to pay in August 1988.

3-27 Despite Mr. Michael Bailey's claimed lack of knowledge of the Murphy companies' attempts to freeze the service charges and levies at their 1983 levels, the Tribunal is satisfied that Mr. Michael Bailey was at all times aware that the Murphy interests were pursuing a course with Mr. Redmond to achieve that end.

3-28 The sum of £122,460.00 was reimbursed to the Murphy companies by Mr. Michael Bailey as a separate sum apart from the consideration paid for the lands themselves. **(Appendix L)**

3-29 The Tribunal is satisfied that Mr. Michael Bailey was also a beneficiary of the decision of Dublin County Council to fix the level of service charges and levies on these lands as he went on to sell the majority of these lands for £1.827 million prior to the closing date of the contract under which he was obliged to pay the balance of the £1.45 million consideration to the Murphy companies. **(Appendix M)**

3-30 The Tribunal is satisfied that Mr. Redmond provided his advices to the Murphy interests on foot of an agreement with Mr. Joseph Murphy Jnr. that he would be financially rewarded if there was a saving on the level of charges, which would be payable under a fresh planning permission, and that he was so paid.

HOW MUCH WAS PAID TO MR. REDMOND FOR HIS ADVICE IN RELATION TO THE FORREST ROAD SERVICE CHARGES AND LEVIES?

3-31 The Tribunal believes that Mr. Redmond's reward for advices was a matter which had been discussed and agreed with him prior to his furnishing such advices.

3-32 The Tribunal has no direct evidence as to the exact amount paid to Mr. Redmond, but accepts as truthful the evidence of Mr. Gogarty that Mr. Redmond's demand was for 10% of the notional saving. The exact amount of the saving made can never be known ,because Dublin County Council did not embark upon an exercise to calculate the level of service charges and levies which would have been payable on foot of a fresh planning permission granted in 1989. The Tribunal is satisfied, however, that such levies could have amounted to more than £300,000.

3-33 Since Mr. Redmond claimed that the charges would be at least 100% more than those fixed in 1983, the Tribunal considers it unlikely that he would have accepted a figure of less than circa. £12,246 as his due and concludes that he was paid at least this sum.

WHO MADE THE PAYMENT TO MR. REDMOND ON BEHALF OF THE MURPHY INTERESTS?

3-34 Mr. Gogarty's evidence was that he was informed by Mr. Joseph Murphy Jnr., at some time subsequent to the actual payment to Mr. Redmond, that he had paid Mr. Redmond.

3-35 Mr. Joseph Murphy Jnr. denied that he made any such payment and he was supported in this by Mr. Redmond.

3-36 The Tribunal accepts Mr. Gogarty's evidence that Mr. Joseph Murphy Jnr. informed him that he had paid Mr. Redmond and the Tribunal is satisfied, on the balance of probabilities, that Mr. Murphy Jnr. did so.

WAS THE PAYMENT TO MR. REDMOND FOR ADVICE IN RELATION TO THE FORREST ROAD SERVICE CHARGES AND LEVIES A CORRUPT PAYMENT?

3-37 The Tribunal is satisfied that Mr. Redmond was paid by the Murphy interests for the advice which he gave, which resulted in a substantial saving to the ultimate developer of the Forrest Road lands and which conferred a benefit upon the vendors of these lands.

3-38 The payment was a clandestine payment and the donor and the recipient gave false testimony to the Tribunal in which they both denied the fact of such payment.

3-39 In devising the strategy, Mr. Redmond was not serving any public interest, but was acting to serve the private interests of the Murphy land owning companies and his own selfish interests.

3-40 In the Interpretation of the Terms of Reference of the Tribunal, delivered on the 21st October 1998, the Tribunal defined "corruption" for the purpose of Clause A.5 of the Terms of Reference as follows:-

"The word "corruption" in this sub-paragraph is interpreted by the Tribunal as including destroying, hindering or perverting the integrity or fidelity of a person in the discharge of his duty, or the abuse of influence or power or duty by any person, or to bribe or to induce another to act dishonestly or unfaithfully, or an attempt to do the same, or circumstances of control, influence or involvement with such person to the extent that it gives rise to a reasonable inference of unequal access, or favoritism, or a set of circumstances detrimental to his duties."

3-41 The Tribunal is satisfied that the payment made to Mr. Redmond for advices in relation to the Forrest Road lands was made in circumstances which amounted to an inducement to Mr. Redmond to act unfaithfully and in circumstances which were detrimental to his duties as Assistant City and County Manager.

3-42 The Tribunal is satisfied that such payment was a corrupt payment and that it was made to Mr. George Redmond by Mr. Joseph Murphy Jnr. at a meeting at the Clontarf Castle Hotel which was also attended by Mr. Michael Bailey, Mr. James Gogarty and Mr. Frank Reynolds.

CHAPTER 4

THE CLAIM BY MR. GEORGE REDMOND THAT HE HAD BEEN PAID £25,000 IN CASH BY MR. JAMES GOGARTY FOR INTRODUCING MR. MICHAEL BAILEY AS THE PURCHASER OF THE FORREST ROAD LANDS

4-01 Mr. George Redmond gave evidence that he had received a payment of £25,000 in cash from Mr. James Gogarty at a meeting held in the Clontarf Castle Hotel which was attended only by Mr. Gogarty and Mr. Redmond. He did not fix the date of this meeting, saying it could have taken place in either 1988 or 1989.

4.02 Mr. Redmond said that the £25,000 was an unsolicited payment made to him in appreciation for his having introduced Mr. Michael Bailey to Mr. Gogarty. Mr. Michael Bailey purchased the Forrest Road lands from the Murphy interests in August 1988 and completed the sale in February 1989.

4.03 In his initial written statement to the Tribunal, furnished as a result of the Tribunal's request for a narrative statement setting out his response to the contents of Mr. Gogarty's Affidavit, Mr. Redmond made no reference to receiving any money in relation to the Forrest Road lands. He subsequently provided a second written statement to the Tribunal in which he claimed that he had received £25,000 from Mr. Gogarty. This second statement was provided in March 1999, some weeks after he had been arrested at Dublin Airport by officers of the Criminal Assets Bureau upon his return from the Isle of Man where he had taken IR £100,000 and stg.£91,175.70 from his off-shore accounts.

4-04 Mr. Redmond denied having received the £25,000 in connection with advices regarding the service charges and levies payable on foot of the 1983 planning permission for the Forrest Road lands.

4-05 Mr. Redmond stated that he met Mr. Gogarty, at the latter's request, at the Clontarf Castle Hotel in Dublin where he was handed this sum in cash by Mr. Gogarty.

4.06 Mr. Gogarty denied that he had paid this sum or any sum to Mr. Redmond either for introducing Mr. Michael Bailey as the purchaser of the Forrest Road lands or otherwise.

DID MR. GOGARTY PAY MR. REDMOND £25,000?

4-07 The Tribunal rejects Mr. Redmond's evidence that he had received a £25,000 finders fee from Mr. Gogarty as improbable. The Forrest Road lands had been on the books of Hamilton Osborne King, Auctioneers since January 1988. Mr. Michael Bailey was already aware of the fact that the lands were intended to be sold and had made offers to these auctioneers to purchase the lands.

4-08 Correspondence between these auctioneers and Mr. Gogarty established that the auctioneers were seeking commission on the sale of the lands to Mr. Michael Bailey, whereas Mr. Gogarty was refusing to pay any fees to them on the basis that he had personally negotiated the sale of the lands.

4-09 The Tribunal considers it inherently improbable that Mr. Gogarty would have gratuitously paid a £25,000 finders fee to Mr. Redmond when he was not prepared to pay fees to the auctioneers who were the accredited agents for the vendors.

4-10 Mr. Michael Bailey acknowledged that he was aware of the Forrest Road lands being for sale prior to any involvement of Mr. Redmond.

4-11 If it was the case that Mr. Gogarty had paid £25,000 to Mr. Redmond, the Tribunal is satisfied that any such funds could only have been sourced from the funds of the Murphy interests. There was no personal advantage to Mr. Gogarty arising from the sale of the Forrest Road lands to Mr. Michael Bailey and, consequently, no reason for him to spend his own funds in paying Mr. Redmond.

4-12 Whereas Mr. Michael Bailey freely made an allegation that Mr. Gogarty was paid a finders fee of £150,000 in respect of the sale in 1989 of the Murphy's North Dublin lands, he made no allegation in respect of the earlier sale in 1988 of the Forrest Road lands that he, Mr. Michael Bailey, had paid any sum to Mr. Gogarty in connection with his company's acquisition of the Forrest Road lands.

4-13 If it was the case that Mr. Redmond had been paid a £25,000 finders fee by Mr. Gogarty, the Tribunal believes, on the balance of probabilities, that any such monies would have to have been provided to Mr. Gogarty either from funds provided by Mr. Michael Bailey or from the funds of the Murphy companies.

4-14 Mr. Michael Bailey did not claim that he gave any money to Mr. Gogarty in connection with the Forrest Road lands and the Murphy interests denied that any of their funds were used to pay Mr. Redmond.

4-15 The evidence established that Mr. Gogarty did not have the facility to obtain money from the Murphy companies' accounts other than through the cheque accounts in respect of which he was an authorised signatory. In every instance where Mr. Gogarty was a signatory on a Murphy account he was a co-signatory only, and consequently any withdrawal by cheque would have required the signature of one of his co-signatories.

4-16 If such a cheque had been written to fund a £25,000 payment to Mr. Redmond the Tribunal is satisfied that it would not have escaped the attention of the Financial Controller of the Company, Mr. O'Keeffe or the Financial Director, Mr. Roger Copsey.

4-17 From the time that Mr. Murphy Snr. regained control of his companies in June 1988, strict procedures were put in place to monitor all company expenditure and, in particular, any cash expenditure would require to be vouched.

4-18 The Tribunal is satisfied that Mr. Gogarty did not source £25,000 from any of the Murphy companies' funds or accounts of which he was a co-signatory. The Tribunal is satisfied that Mr. Gogarty did not have funds of his own which were expended in paying £25,000 to Mr. Redmond.

4-19 The Tribunal is satisfied, on the balance of probabilities, that Mr. Redmond was paid in respect of the advices which he gave in relation to the Forrest Road lands, but has been unable to trace any individual withdrawal from Murphy company accounts which can be attributed as a payment to Mr. Redmond.

4-20 The Tribunal established in evidence that, notwithstanding Mr. Joseph Murphy Snr's denials to the contrary, bank accounts, in which substantial sums of money were held to his order in deposit accounts, were maintained by him and his wife in the Republic of Ireland from 1976 onwards.

4-21 The last of these accounts, held in the name of his wife Una Murphy and his children, was closed in March 1989 with the withdrawal of approximately £74,000. Mrs. Una Murphy, who controlled this account, was dead for some years prior to this account being found by the Tribunal.

4-22 Mr. Joseph Murphy Snr. and Mrs. Murphy maintained a joint account at Allied Irish Bank, No. 1/M/6381/018, in which a sum of over £150,000 was on deposit in July 1988.

4.23 The Tribunal is satisfied that the Murphy interests had funds in Ireland which could have been applied in paying Mr. Redmond monies in respect of advices given by him in relation to the Forrest Road planning permission, service charges and levies.

WHY DID MR. REDMOND CLAIM TO HAVE RECEIVED £25,000 FROM MR. JAMES GOGARTY?

4.24 It was not until March 1999, after he had been arrested at Dublin Airport by members of the Criminal Assets Bureau, that Mr. Redmond first claimed to the Tribunal to have received £25,000 from Mr. James Gogarty.

4.25 In his subsequent testimony before the Tribunal Mr. Redmond was not credible in his account as to how or why this sum had allegedly been received by him.

4.26 He claimed to be uncertain as to the exact amount of cash he had received from Mr. Gogarty. He said that he made the assumption that it was £25,000 in cash because he had seen a newspaper article to the effect that a Local Authority figure had been paid £25,000 and he concluded that this must have been the amount paid to him by Mr. Gogarty.

4.27 He claimed not to know whether he had received the payment in 1988 or 1989.

4.28 The Tribunal is satisfied that Mr. Redmond was intimately familiar with the state of his finances at all times. His 1988 diary was littered with totals of his assets at any particular time.

4.29 The Tribunal is satisfied that, if Mr. Redmond had received £25,000, he would know the exact circumstances in which it came to be given to him and in particular would know whether he had received such a sum in 1988 or 1989.

4.30 The Tribunal is satisfied that Mr. Redmond's claim to have received £25,000 was a deliberate concoction on his part made in an effort to explain away the monies which he had undoubtedly received from the Murphy interests in 1988 and 1989.

4.31 Mr. Redmond claimed to have received a total of £27,000 from persons connected with the Murphy companies, comprising a £25,000 cash payment from Mr. Gogarty and a £2,000 cheque payment from Mr. Liam Conroy.

4.32 On the other hand, Mr. Gogarty's evidence was that Mr. Redmond received approximately £27,500 from Mr. Joseph Murphy Jnr., made up of a cash payment of £15,000 for the loss of the consultancy paid by Mr. Joseph Murphy Jnr. at the Clontarf Castle Hotel in July 1989, and approximately £12,500 paid by Mr. Joseph Murphy Jnr., between May 1988 and July 1989 for the advices in connection with the Forrest Road lands.

4.33 The Tribunal believes that Mr. Redmond concocted his evidence because he was fearful that the inquiries of the Tribunal might trace expenditure of £27,000, approximately, from the accounts of the Murphy interests to his accounts, and because he was fearful that evidence might come to light from witnesses who had observed him in the presence of Mr. Gogarty at the Clontarf Castle Hotel where Mr. Gogarty stated the £15,000 was paid to Mr. Redmond by Mr. Murphy Jnr.

4.34 The Tribunal believes that Mr. Redmond invented the claim that he had received £25,000 from Mr. Gogarty so as to have available an alternative explanation to that of Mr. Gogarty for the receipt by him of Murphy company money and for his presence at the Clontarf Castle Hotel.

CHAPTER 5

THE ALLEGED PAYMENT OF £15,000 IN CASH TO MR. GEORGE REDMOND BY MR. JOSEPH MURPHY JNR. AT THE CLONTARF CASTLE HOTEL IN JULY 1989

THE CLAIM THAT MR. GEORGE REDMOND WAS COMPENSATED FOR THE LOSS OF A PROMISED CONSULTANCY POSITION UPON HIS RETIREMENT FROM DUBLIN COUNTY COUNCIL

5-01 The second allegation in Mr. Gogarty's Affidavit of the 12th October 1998 made against Mr. George Redmond was that Mr. Redmond had been paid a sum of £15,000 in cash, in an envelope, by Mr. Joseph Murphy Jnr. at a meeting at the Clontarf Castle Hotel in July 1989, which was attended by Mr. Michael Bailey, Mr. Joseph Murphy Jnr., Mr. Frank Reynolds and Mr. Gogarty.

5-02 All parties, other than Mr. Gogarty, gave evidence before the Tribunal in which they denied that any such meeting had ever taken place.

5-03 Mr. Gogarty stated that the meeting had been arranged in order to pay money to Mr. Redmond as compensation for the fact that he would not be engaged by the Murphy companies as a consultant, despite an agreement in those terms having been entered into by Mr. Liam Conroy and Mr. Redmond in 1988.

5-04 The Tribunal is satisfied that in the early part of July 1989, the Murphy interests and Mr. Michael Bailey were considering entering into a participation proposal in relation to approximately 717 acres of the Murphy's North Dublin lands, whereby Mr. Michael Bailey would receive 50% of the value of the lands in return for procuring planning permission for the development for these lands.

5-05 The Tribunal believes that it was in the joint interests of the Murphys and Mr. Michael Bailey to ensure that Mr. Redmond was favourably disposed to them notwithstanding that he had retired.

5-06 The Tribunal is satisfied that Mr. Redmond was paid £15,000 by Mr. Joseph Murphy Jnr. at a meeting which took place at the Clontarf Castle Hotel in July 1989, and that this payment was made to Mr. Redmond in lieu of his being appointed as a consultant to the Murphy companies.

5-07 The Tribunal is satisfied that such a position had been promised to him by Mr. Liam Conroy at a time, in 1988, when Mr. Redmond was serving as an Assistant City and County Manager.

WAS THE PAYMENT OF £15,000 BY MR. JOSEPH MURPHY JNR. TO MR. REDMOND A CORRUPT PAYMENT?

5-08 The Tribunal believes that this offer of employment upon his retirement was an inducement made to Mr. Redmond, during the course of his employment with Dublin County Council, with the intention that he would thereafter favourably consider any matters concerning the Murphy companies' lands in the performance of his official duties for Dublin County Council.

5-09 The actual payment of the £15,000 to Mr. Redmond was made at a time after he had retired from this position and at a time when he no longer had official duties towards his former employers, Dublin County Council. Consequently, the Tribunal concludes that this payment does not fall within the definition of corruption provided for in the Interpretation of the Tribunal's Terms of Reference.

CHAPTER 6

THE CLAIMED PAYMENT OF MONIES TO MR. GEORGE REDMOND BY MR. MICHAEL BAILEY

ORIGIN OF THE CLAIM

6.01 Prior to the resumption of his evidence on the 12th May 2000, Mr. George Redmond furnished the Tribunal with a written memorandum indicating that he had received a gift in cash of between £8,000 and £10,000 from Mr. Michael Bailey, some short time prior to his retirement in June 1989. This was Mr. Redmond's first acknowledgement of having received any money from Mr. Michael Bailey.

6.02 In his subsequent evidence to the Tribunal, Mr. Redmond claimed that there had been two or three payments to him from Mr. Michael Bailey totaling between £16,000 and £20,000 in 1988/1989, the first of which, he claimed, was a payment in connection with the Forrest Road lands and the introduction by him of Mr. Gogarty to Mr. Michael Bailey. He also claimed that, at the time of the payments, he was advising Mr. Michael Bailey on property matters, but he claimed to be unable to recall any specific advices given, or the exact amounts that had been given to him by Mr. Michael Bailey on any one occasion.

6.03 His best recollection was that he had probably received these monies in two or three, approximately equal, cash payments. The hand-over of the monies took place either in the Dublin County Council office building in O'Connell Street, or in the car park attached thereto.

THE RESPONSE OF MR. MICHAEL BAILEY

6.04 Mr. Michael Bailey denied that he had ever made any payment to Mr. George Redmond for advices received by him or otherwise.

ESTABLISHED DEALINGS BETWEEN MR. GEORGE REDMOND AND MR. MICHAEL BAILEY IN 1988

6.05 The seizure of documents at Mr. Redmond's home by the Criminal Assets Bureau in February 1999 resulted in Mr. Redmond's 1988 diary being made available to the Tribunal.

6.06 This diary contained numerous entries recording meetings with Mr. Michael Bailey in connection with a development being carried on by him, at that time, at Beverly Court, Templeogue. The evidence established that the Beverly Court development was one which was, at that time, the subject of an appeal to An Bord Pleánála. However, both Mr. Redmond and Mr. Michael Bailey denied that Mr. Redmond had provided any advices or services to Mr. Michael Bailey in connection with this appeal.

6.07 The Tribunal is satisfied, on the balance of probabilities, that Mr. Redmond would not have provided advices to Mr. Michael Bailey unless he was financially rewarded for such advices by Mr. Michael Bailey.

6.08 The Tribunal is satisfied that Mr. Redmond was providing information to Mr. Michael Bailey, which was not available to him from other sources, and that Mr. Michael Bailey was paying Mr. Redmond for this information.

6.09 The Tribunal believes that Mr. Redmond's decision in June 1989 to authorise the acquisition by Dublin County Council from Mr. Michael Bailey's company, Princess Homes Limited, of approximately 8 acres of land in the Ward River Valley (**Appendix N**) was a decision taken by him at the request of Mr. Michael Bailey. The Tribunal is satisfied, on the balance of probabilities, that Mr. Redmond received payment from Mr. Michael Bailey for having made this decision.

6.10 Although Mr. Redmond concealed the fact that he had received payments from Mr. Michael Bailey until the 12th May 2000, the Tribunal is satisfied that he was telling the truth when he gave evidence that such payments were made by Mr. Michael Bailey to him.

CONCLUSION AS TO WHY PAYMENTS WERE MADE BY MR. MICHAEL BAILEY TO MR. GEORGE REDMOND

6.11 Apart from the matter set out at paragraph 6.09 above, the Tribunal has been unable to connect any particular payment to any particular decision or advice given by Mr. Redmond but is satisfied, on the balance of probabilities, that Mr. Michael Bailey did pay Mr. Redmond between £16,000 and £20,000 in 1988/1989 and that such payments were made in circumstances which give rise to a reasonable inference that the payments were made in order to influence Mr. Redmond in the performance of his public duties as Assistant City and County Manager for Dublin and that they were corrupt payments.

CHAPTER 7

SUMMARY OF CONCLUSIONS

THE PAYMENT IN CONNECTION WITH THE FORREST ROAD LANDS

7-01 The Tribunal is satisfied that Mr. George Redmond devised the strategy which resulted in the service charges and levies, payable upon the development of the Forrest Road lands, being fixed at their 1983 level for a period of two years after the expiry of the permission in June 1988.

7-02 The Tribunal is satisfied that Mr. George Redmond demanded 10% of the saving achieved by following his strategy as payment for his services.

7-03 The Tribunal is satisfied that Mr. George Redmond claimed that, if a new planning application was made without his assistance, the service charges and levies would be fixed at a level of at least 100% more than those fixed in 1983.

7-04 The Tribunal is satisfied that Mr. George Redmond received a payment of not less than £12,246.00 for providing this service.

7-05 The Tribunal is satisfied that this payment was made to Mr. George Redmond by Mr. Joseph Murphy Jnr. and that it amounted to a corrupt payment.

THE PAYMENT OF £15,000 AT THE CLONTARF CASTLE HOTEL IN JULY 1989

7-06 The Tribunal is satisfied that Mr. Joseph Murphy Jnr. paid Mr. George Redmond £15,000 at a meeting at the Clontarf Castle Hotel in July 1989, as compensation for not appointing him as a consultant to the Murphy landowning companies upon his retirement from Dublin County Council.

7-07 This payment did not fall within the definition of a corrupt payment as provided for in the Interpretation of the Tribunal's Terms of Reference.

THE PAYMENTS BY MR. MICHAEL BAILEY TO MR. GEORGE REDMOND IN 1988 AND 1989

7-08 The Tribunal is satisfied that Mr. Michael Bailey paid Mr. George Redmond three cash payments amounting to between £16,000 and £20,000 in the eighteen months prior to July 1989.

7-09 The Tribunal is satisfied that these payments were made to Mr. George Redmond in circumstances which give rise to a reasonable inference that such payments were made in order to influence him in the performance of his duties as an Assistant City and County Manager for Dublin and that they amounted to corrupt payments.

CHAPTER 8

CO-OPERATION WITH THE TRIBUNAL

8.01 The Tribunal is satisfied the persons named hereunder hindered and obstructed the Tribunal in the manner set out hereafter.

MR. GEORGE REDMOND

8-02 The Tribunal is satisfied that Mr. George Redmond hindered and obstructed the Tribunal by:-

(a). Failing to give the Tribunal a truthful account of the circumstances in which he devised the strategy whereby the service charges and levies, payable upon the development of the Forrest Road lands, were fixed at their 1983 level in respect of any similar development taking place within two years of the 21st June 1988.

(b). Falsely denying that he had received monies from Mr. Joseph Murphy Jnr. as a payment for having devised the strategy which resulted in the fixing of the Forrest Road service charges and levies at their 1983 level.

(c). Falsely claiming to have received £25,000 from Mr. James Gogarty as a fee for introducing Mr. Michael Bailey as the purchaser of the Forrest Road lands.

(d). Falsely denying that he had received £15,000 from Mr. Joseph Murphy Jnr. as compensation for the loss of a promised consultancy with the Murphy landowning companies upon his retirement from Dublin County Council.

(e). Failing to give a truthful account of the services which he had performed for Mr. Michael Bailey in return for payments made by Mr. Michael Bailey to him.

MR. JOSEPH MURPHY JNR.

8-03 The Tribunal is satisfied that Mr. Joseph Murphy Jnr. hindered and obstructed the Tribunal by:

(a). Failing to give a truthful account of the circumstances in which he came to pay Mr. George Redmond a sum of not less than £12,246 for devising the strategy that resulted in the Forrest Road service charges and levies being fixed at their 1983 level in respect of any similar development taking place within two years of the 21st June 1988.

(b). Failing to give a truthful account of the circumstances in which he came to pay Mr. George Redmond £15,000 at the Clontarf Castle Hotel in July 1989.

MR. MICHAEL BAILEY

8-04 The Tribunal is satisfied that Mr. Michael Bailey hindered and obstructed the Tribunal by:

(a). Giving a false account as to the circumstances in which he met with Mr. George Redmond at the Clontarf Castle Hotel.

(b). Giving a false account as to his dealings with Mr. George Redmond and Mr. James Gogarty in relation to the service charges and levies payable upon the development of the Forrest Road lands.

(c). Failing to acknowledge that he attended a meeting at the Clontarf Castle Hotel where a payment of £15,000 was made to Mr. George Redmond by Mr. Joseph Murphy Jnr. in his presence and in the presence of Mr. Frank Reynolds and Mr. James Gogarty.

(d). Falsely claiming that he did not pay Mr. George Redmond monies while Mr. Redmond was Assistant City and County Manager for Dublin.

(e). Failing to give a truthful account as to why he had paid monies to Mr. George Redmond in 1988 and 1989.

MR. FRANK REYNOLDS

8-05 The Tribunal is satisfied that Mr. Frank Reynolds hindered and obstructed the Tribunal by:-

(a). Failing to acknowledge that he attended a meeting at the Clontarf Castle Hotel where a payment of £15,000 was made to Mr. George Redmond by Mr. Joseph Murphy Jnr. in his presence and in the presence of Mr. Michael Bailey and Mr. James Gogarty.