

THE TRIBUNAL RESUMED AS FOLLOWS ON TUESDAY, 29TH

NOVEMBER, 2005, AT 10:00 A.M.:

CHAIRMAN: Good morning.

Before we commence the business of the day, I would like on my own behalf and on behalf of my two colleagues and the staff of the Tribunal, to express our condolences to Mrs. Hazel Lawlor and her family, on the recent untimely and tragic death of Mr. Liam Lawlor.

The Tribunal is today commencing the public hearings into the module entitled Quarryvale II. In fact, Quarryvale II is one and the same module as Arlington/Quarryvale I, usually referred to as Quarryvale I, in which there were public hearings between early March 2004 and late July 2004.

The overall Quarryvale module has been divided into two parts for practical reasons. Some of the approximately 88 witnesses who will be called to give evidence in Quarryvale II have already given evidence in Quarryvale I. While some evidence from that module may of necessity be repeated in this module, every effort will be made to ensure that unnecessary repetition of evidence is avoided. Some parties may elect to revisit evidence from Quarryvale I in the light of the decisions of the Superior Courts in the case of O'Callaghan versus the Tribunal. Having regard to additional documentation circulated to them over the past few weeks. Where it is appropriate that this been do be done, those parties will be facilitated by the Tribunal to every reasonable extent. While it is impossible to estimate the likely duration of this module, given its complexity and the number of witnesses involved, it is likely to last well into next year.

10:07:39 1 Shortly, Ms. Dillon, Counsel for the Tribunal, will deliver her opening
2 statement which will provide a significant degree of detail into the
3 matters which are to be the subject of inquiry in to this module, so as to
4 enable both interested parties and the public to appreciate the scope and
10:07:55 5 the extent of the forth coming public inquiry.
6 Before doing so I will invite interested parties to apply for grants of
7 representation if they wish to do so.
8
9 It is perfectly in order for a party to delay making such an application
10:08:09 10 until after the conclusion of Ms Dillon's opening statement or indeed
11 until later in the public hearings if they so wish.
12
13 It should be noted that a grant of representation does not of itself
14 guarantee that a party will in due course recover his or her costs.
10:08:23 15 Unless otherwise directed, a grant representation will be a grant of
16 representation limited to this module and for the purposes only of
17 representing a specific party in relation to issues of material interest
18 relevant to that party.
19 So I will invite applications from those who wish to apply for a grant of
10:08:43 20 limited representation at this stage.
21
22 I understand Mr. Sreenan wants to make a...
23
24 MR. SREENAN: Yes, Chairman, I wish to apply for representation on behalf
10:08:54 25 of Owen O'Callaghan, John Deane Rega Limited and Barca Limited, I appear
26 with John Lucy and Mr. Alan Keating, barrister at law.
27
28 CHAIRMAN: We will grant that.
29
10:09:03 30 MR. SREENAN: Thank you, Chairman. The Tribunal will have noted that

10:09:05 1 yesterday the High Court granted leave to my clients to apply for judicial
2 review. I have seen correspondence from the Tribunal and I indicate and
3 I understand that the Tribunal has declined our request to postpone the
4 further hearing of the module pending the determination of those judicial
10:09:24 5 review proceedings. And I just wish to inform the Tribunal as a matter
6 of courtesy that our clients are considering their position. They may
7 well apply to the High Court for a stay or injunction in respect of those
8 proceedings. And in the interim, I would ask the Tribunal to note, as
9 we've indicated in correspondence, that we are appearing here without
10:09:45 10 prejudice to those judicial review proceedings.

11

12 CHAIRMAN: All right. Thank you.

13

14 MS. DILLON: I understand that there are a number of applications for
10:09:54 15 representation. Mr. Pat Russell has indicated through Mr. Long, who is
16 an associate of the late Mr. Liam Lawlor. That at two o'clock today
17 Mr. Pat Russell, barrister, instructed by Mr. Patrick Delaney solicitor
18 will make an application for representation in connection with the late
19 Mr. Liam Lawlor.

10:10:14 20

21 The furthest that Mr. Long is able to put that this morning, is that he
22 thinks that the application will probably with be on behalf of the estate
23 of Mr. Lawlor or alternatively Mrs. Hazel Lawlor. So I would like just
24 to indicate to the Tribunal that Mr. Russell will attend at two o'clock to
10:10:30 25 make that application.

26

27 Equally, on Mr. Collin Tyndall, who is a councillor, Mr. John McLoughlin,
28 who is a director of Marine and General Insurances and Mr. Christy Burke
29 are all represented by McCarton & Burke solicitors and they have

10:10:45 30

instructed Mr. Thomas Hogan barrister, who is here with Mr. John O'Donnell

10:10:50 1 and they are applying for representation on behalf of those three separate
2 parties. And also, in attendance this morning is Mr. Antoin De Lapp
3 solicitor for Mr. Don Lydon, and they have already been granted
4 representation to senior and junior counsel, Mr. Seamus O'Toole and Gerry
10:11:07 5 Humphreys. They are simply renewing that application if it's necessary
6 for the representation to be continued.
7
8 Insofar as Messrs. McCarton and Hogan are concerned with, Mr. Thomas Hogan
9 and Mr. John O'Donnell, there has been no previous application for
10:11:21 10 representation on behalf of Mr. Colm Tyndall, Mr. John McLoughlin or
11 Mr. Christy Burke. So you might like to consider whether you would grant
12 representation -- limited representation to protect those interests.
13
14 CHAIRMAN: Is there an application being made by them?
10:11:36 15
16 MS. DILLON: Yes, I indicated to my colleague that I would mention the
17 matter to you. They are going -- that they are effectively they are
18 applying for representation on behalf of those parties. Mr. Thomas Hogan
19 is here.
10:11:45 20
21 CHAIRMAN: Well perhaps if they would make the application. If people
22 who are making applications might just identify themselves.
23
24 MR THOMAS HOGAN: May it please the Tribunal. My name is Thomas Hogan
10:11:54 25 BL. I am instructed with Mr. John O'Donnell, by McCartan and Burke
26 solicitors.
27
28 I have separate applications for limited representation.
29 Firstly, on behalf of Mr. Christy Burke. Also on behalf of Mr. Colm
10:12:08 30 Tyndall and finally on behalf of John McLoughlin of Marine and General

10:12:13 1 Insurance.

2

3 CHAIRMAN: Very good. We'll grant those applications.

4

10:12:17 5 MR HOGAN: I'm obliged to the Tribunal.

6

7 CHAIRMAN: Any other applications?

8

9 MR. DE LAPP: Chairman, as mentioned, my name is Mr. Antoin De Lapp. I

10:12:27 10 am representing senator Don Lydon. I did represent him in the earlier

11 Carrickmines Module. I will have with him Seamus SC and (inaudible)

12 Gerard Humphreys BL and I am making an application -- renewing my

13 application in respect of the Quarryvale Module, Chairman.

14

10:12:45 15 CHAIRMAN: All right. Granted.

16

17 MR. DE LAPP: I am much obliged.

18

19 COUNSEL: Chairman, I represent Mr. Tom Gilmartin, I am led by Mr. Hugh

10:12:55 20 O'Neill instructed by A&L Goodbody. I am renewing the application for

21 representation on behalf of Tom Gilmartin and his wife Vera, insofar as

22 it's necessary for her to have representation in front of the Tribunal.

23 This is a renewal of our application for representation as previously

24 mentioned.

10:13:13 25

26 CHAIRMAN: All right. Granted.

27

28 Man: Thank you.

29

10:13:14 30 CHAIRMAN: Any other applications? Very good. Ms. Dillon.

10:13:21

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2

MS. DILLON: May it please you.

3

4

Quarryvale II.

10:13:24

5

Since this is a public inquiry it is considered important both for members

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of the public who may be following its activities and persons who are or

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may be involved in it, assisting it in its work to give a brief outline by

8

way of an opening statement of the matters or the background to the

9

matters which will be the subject of the upcoming phase of this module.

10:13:42

10

Some, but not all of the issues which it is hoped will be addressed in

11

this module. It is important to stress that not all of the various

12

matters or issues likely to arise in this module will be touched upon or

13

addressed in this statement.

14

10:13:56

15

The Tribunal believes that it has a wide latitude to fashion in its own

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procedures subject obviously to its overriding obligation of fairness to

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parties who assist it with its mandate.

18

19

At the outset, the Tribunal identified approximately 15,000 pages of

10:14:12

20

material circulated to some, but not all, of the witnesses in 35 lever

21

arch folders which are relevant to the upcoming hearing. Needless to

22

say, only some of this material will be relevant to any one witness. To

23

open or attempt to explain all of these individual documents at this stage

24

of the inquiry, would be so cumbersome as to be not worth while.

10:14:36

25

Accordingly, I propose to outline in as concise a manner as the

26

documentation allows. A narrative of the some of the salient features or

27

issues which will arise in this module. The Tribunal will, as it is its

28

custom, afford to any interested party a right of reply to my opening.

29

In approaching this task, I have endeavoured to be as neutral as I

10:14:58

30

possibly can on the various conflicts of recollections of different

10:15:08 1 witnesses on matters which took place in some cases over 15 years ago.
2 Again, if I have failed in my objective in that regard I am sure that
3 interested parties will take the opportunity afforded to them by the
4 Tribunal, to put forward their position on such issues.

10:15:18 5
6 The upcoming public hearings are rooted in the terms of paragraph A5 of
7 the Tribunal's Terms of Reference of Inquiry which for completeness I will
8 now quote.

10:15:27 10 Paragraph A5. In the event that the Tribunal in the course of its
11 inquiries is made aware of any acts associated with the planning process
12 which may in its opinion amount to corruption, or which involves attempts
13 to influence by threats or deception or inducement or otherwise to
14 compromise the disinterested performance of public duties it shall report
10:15:49 15 on such acts and should, in particular, make recommendations as to the
16 effectiveness and improvement of existing legislation governing corruption
17 in the light of its inquiries.

18
19 Back ground.
10:15:59 20 At the outset it is important to stress, in particular to members of the
21 public and also to the media, that attendance as a witness during this
22 module does not carry with it an imputation that that witness or any
23 witness was involved in impropriety of any kind. The Tribunal is
24 mandated to carry out its inquiry in public and for the public benefit and
10:16:19 25 witnesses attending it before it are assisting it in carrying out that
26 public duty. No decision has been reached by the Tribunal on any of the
27 issues which have been arisen before it to date and none will be reached
28 on any of the issues that arise in this phase of the module, until the
29 conclusion of all of the evidence and after receipt of all relevant
10:16:40 30 submissions.

10:16:41 1
2 On the 3rd of March, 2004, the Tribunal commenced hearings into the first
3 part of a two part module then entitled Arlington Quarryvale and Related
4 Matters. As advised at that time the complete module was essentially
10:16:56 5 concerned with lands at Bachelor's Walk in Dublin City and at Quarryvale
6 in west Dublin and possibly improper payments in connection with these
7 hands. The Tribunal was and is satisfied that the issues arising in that
8 module were matters which it was and is required to investigate by its
9 terms of reference.

10:17:13 10
11 As previously stated, the module was divided into two phases in the
12 interests of efficiency and to provide for the conclusion of the work of
13 the Tribunal as soon as possible. That first phase or module known as
14 Arlington/Q8790, which I would call QVI or Quarryvale I from now on, dealt
10:17:35 15 essentially with matters up to 1990, although there was some spill over.
16 The Tribunal will if now embark on the second phase of this module called
17 Quarryvale II, or QVII which will deal with the period from late 1989
18 onwards, and it will trace the history of the planning and zoning of lands
19 in west Dublin formerly known as Quarryvale, now known as Liffey Valley
10:17:55 20 and also the monies passing between those who had an interest in the lands
21 directly and indirectly and those who, with no interest in the lands had
22 an influence in connection with what could or would or might happen to the
23 lands.

10:18:09 25 The first part of the module which for convenience will now be called
26 Quarryvale I, concluded on the 29th of July, 2004. Some issues were
27 carried over from that portion of the module to be concluded or otherwise
28 dealt with in Quarryvale II. Those issues include.

10:18:25 29
30 1. The conclusion of the evidence of the record allegedly made by

10:18:29 1 Mr. Padraig Flynn of his telephone conversations with Mr. Tom Gilmartin in
2 September/October 1998.
3
4 2. Mr. Gilmartin's evidence in connection with maps.

10:18:39 5
6 3. Mr. Gilmartin's belief that the Quarryvale lands would receive some
7 sort of preferential treatment, whether by way of tax designation fast
8 track planning or otherwise.
9

10:18:51 10 4. The issue of the commencement of Mr. Gilmartin's difficulties with the
11 revenue of the United Kingdom and the circulation of that information in
12 this jurisdiction.
13

14 Next. Any outstanding issues in connection with Mr. Gilmartin's
10:19:04 15 discovery.
16

17 Finally, the return of Mr. Eddie Kay of Allied Irish Bank to be cross
18 examined.
19

10:19:12 20 What the Tribunal has done since the conclusion of Quarryvale I.
21 Since July 2004, the Tribunal has addressed the issues of the circulation
22 of a brief in the second phase of this module. The Tribunal identified a
23 number of witnesses, 88 in number, whose evidence it determined could be
24 of assistance to it in its public inquiry into the issues likely to arise
10:19:32 25 in this phase of the module. Having identified these witnesses, briefs
26 containing statements of evidence together with the documentation
27 considered relevant by the Tribunal, running in some cases to over 15,000
28 pages were compiled and were circulated in late 2004 and early 2005 to the
29 relevant witnesses.

10:19:50 30 It was hoped at that time to commence Quarryvale II in March 2005.

10:19:55 1 It will be recalled that on the 24th of March, 2004, during the course of
2 Quarryvale I, the Tribunal ruled in accordance with its then established
3 practice that it should not provide the prior statements of Mr. Tom
4 Gilmartin to other parties in the Module. Following upon this ruling
10:20:13 5 Mr. Owen O'Callaghan, on the 1st April 2004 applied as he was entitled to
6 do, to the High Court by way of judicial review, challenging this ruling.
7 On the 7th of July 2004 Mr. Justice O'Neill upheld Mr. O'Callaghan's
8 challenge to the ruling of the Tribunal. On the 9th of March 2005, the
9 Supreme Court upheld the decision and having dismissed the Tribunal's
10:20:33 10 appeal against same remitted the matter back to the High Court to
11 determine the question of what documents were to be made available to Mr.
12 O'Callaghan, having regard to the nature of those documents.
13
14 This issue was heard in the High Court on the 31st of May 2005 and on the
10:20:47 15 29th of July 2005, Mr. Justice O'Neill made an order clarifying the
16 documents and permissible redactions in relation to the prior statements
17 of Mr. Tom Gilmartin.
18
19 Following on the said judgement of Mr. Justice O'Neill and having regard
10:21:02 20 to the judgements of both the High and the Supreme Court, the Tribunal
21 determined that it had an obligation to provide to interested parties, all
22 prior statements of witnesses, both in relation to past modules and
23 upcoming modules of the Tribunal, and so put in place the task of
24 identifying material that would amount to prior statements of all relevant
10:21:22 25 witnesses.
26
27 In October 2005 all witnesses to past and upcoming modules were provided
28 with copies of their own prior statements to the Tribunal. They were
29 also given a list of witnesses who had and would give evidence in modules
10:21:38 30 in which they had been or would be a witness. Witnesses were told that

10:21:43 1 they were entitled to ask for and be given prior statements of all or any
2 witnesses in their individual modules for the purpose of cross examining
3 those witnesses as to credibility. By early November 2005, the Tribunal
4 had distributed to witnesses the requested prior statements of other
10:21:58 5 witnesses. These statements had been provided for the sole purpose of
6 facilitating a circulation of material, now deemed to be a prior statement
7 on the basis that they may be required for the cross-examination of a
8 witness as to credit.
9

10:22:12 10 Some witnesses have objected to the circulation of their prior statements,
11 as they claim they were unaware that notes were being made of their
12 conversations and were only subsequently advised that such notes were in
13 existence.
14

10:22:24 15 The Tribunal has recently received one request for the return of witnesses
16 for the purposes of being cross-examined as to credit in respect of
17 evidence given in prior modules.
18

19 The Quarryvale II module.

10:22:37 20 By April/May 1988 Mr. Gilmartin, who had previously identified the
21 Bachelor's Walk site, dealt with in the first part of the module had
22 identified a site at Quarryvale in west Dublin, which he believed was
23 suitable for retail development. This site which was at the corner of
24 the proposed M50 and the Galway Road, has been variously referred to in
10:22:58 25 documentation circulated as part of the brief in Quarryvale I and
26 Quarryvale II, as the Irishtown lands, Westpark, Palmerstown, Liffey
27 Valley, Lucan, Clondalkin and Quarryvale. I will refer to it as
28 Quarryvale.
29

10:23:10 30 Could I have page 13985, please.

10:23:15 1
2 Under the 1983 Development Plan for County Dublin, the town centre
3 designation for the west county area, lay not in Quarryvale but in a more
4 southernly site known as Neilstown Balgaddy which I will call the
10:23:30 5 Neilstown site, though it is also called the Ronanstown site. The
6 history of the Neilstown lands and its zoning is inextricably linked with
7 the Quarryvale land and its zoning and subsequent development. The
8 Neilstown lands were the lands with the D zoning which permitted retail
9 development. The Quarryvale lands which are identified on the map did
10:23:49 10 not have any zoning that would permit retail.
11
12 This module will deal in detail with the rezoning of both the Quarryvale
13 and Neilstown sites and the relationship which developed between a number
14 of parties in that endeavour. The Tribunal will hear evidence from
10:24:04 15 witnesses whose relationship to each other and input into these sites will
16 be inquired into in this portion of the module.
17
18 In broad terms the witness groupings are.
19 1. Developers. And in this category there is Mr. Tom Gilmartin, Mr.
10:24:18 20 Owen O'Callaghan, Mr. John Deane and Allied Irish Bank.
21
22 2. Their agents, including PR consultant Frank Dunlop, Frank Dunlop and
23 Associates, Shefran Limited another company of Mr. Dunlop's and Ambrose
24 Kelly Architect trading as Ambrose Kelly and Partners and the Ambrose
10:24:34 25 Kelly partnership.
26
27 3. Local politicians of approximately 26 county councillors who were
28 among the 87 councillors who voted on the development plan zonings on
29 these sites in the period 1991 to 1993.
10:24:48 30

10:24:48 1 4. Agents and accountants to the companies involved with the developers
2 including Mr. Leo Flemming of De Loitte & Touche, Mr. John Lucy of Rega
3 Limited, Mr. Barry Tucker and Mr. Hugh McGowan of Frank Dunlop and
4 Associates and Shefran Limited.

10:25:04 5
6 5. Some national politicians with whom it is alleged the developers or
7 some of them had contact.
8

10:25:13 9 6. Some other developers namely Green Properties Limited who were
10 represented by Mr. John Corcoran, Mr. David McDowell and Mr. Jay McKenna
11 who were the developers of the adjoining Blanchardstown site and on the
12 map at 13985 one can see the Blanchardstown towncentre site and it also
13 had the D town centre zoning which permitted retail.
14

10:25:32 15 7. Witnesses who were in a position to deal with the possible use of
16 false or bogus invoices that were produced by some of the witnesses to the
17 module including former witnesses.
18

10:25:46 19 8. Civil or public servants who dealt with the issues concerning planning
20 and tax designation of the Quarryvale and Blanchardstown sites.
21

10:26:03 22 I believe that it would be useful to recap on the main parties who are
23 involved in the Quarryvale II module and while there are only a limited
24 number of what I will describe as the main parties, that is not to ignore,
25 it must be remembered that there are 88 witnesses to this module.
26

27 The main parties are:
28 1. Mr. Frank Dunlop.
29 Mr. Frank Dunlop who has already given evidence to the Tribunal in the
10:26:15 30 Carrickmines I module, Carrickmines II and Related Issues, Fox and Mahony

10:26:21 1 and St. Gerrard's in Bray, was in early 1991 involved in the business of
2 providing a public relations service. And he was retained in that
3 capacity by Mr. O'Callaghan in early 1991. Mr. O'Callaghan will tell the
4 Tribunal that in or about late February 1991 he met Mr. Dunlop for the
10:26:36 5 first time. He met him with Mr. Tom Gilmartin and the late councillor
6 Mr. Liam Lawlor.
7
8 Mr. O'Callaghan will further tell the Tribunal that he realised that Mr.
9 Dunlop seemed to know a lot about councillors in Dublin and having been a
10:26:50 10 Government Press Secretary for a succession of Governments, was a person
11 who could be very helpful in making introductions to councillors. And
12 that following the meeting referred to above, he subsequently met Mr.
13 Dunlop who indicated that he would be prepared to undertake the entire
14 political lobbying in connection with Quarryvale. This would involve
10:27:09 15 three or four days work per week. Mr. Dunlop might have to drop some
16 other clients to enable him to undertake this work. Mr. O'Callaghan has
17 told the Tribunal that Mr. Dunlop introduced him to the vast majority of
18 the 78 councillors on both an individual and in some cases collective
19 basis, and that some were met on several occasions.
10:27:29 20
21 In 1991 Mr. O'Callaghan and/or Mr. Gilmartin and/or Allied Irish Bank had,
22 as a primary objective, the transfer of the D zoning, which is major town
23 centre zoning, in the upcoming 1991 draft County Development Plan for
24 Dublin from the Neilstown site, which has the letter D in the map that is
10:27:50 25 on screen, to the Quarryvale site, which is the corner site identified by
26 the words "Quarryvale".
27
28 It will be recalled that at this time Merrygrove, which was a company
29 owned by Mr. O'Callaghan, had a contract with Dublin Corporation for the
10:28:04 30 acquisition of lands at Neilstown. And that contract and agreement were

10:28:08 1 the subject of an agreement made between Mr. Gilmartin and
2 Mr. O'Callaghan.

3
4 On the 16th of May, 1991 Dublin County Council vote in the favour of a
10:28:19 5 motion that effectively transferred the retail zoning from Neilstown to
6 Quarryvale. The Tribunal will hear evidence of Mr. Dunlop's efforts in
7 achieving that result.

8
9 Subsequently on the 17th of December, 1992, A C or district town centre
10:28:46 10 zoning, was confirmed on the Quarryvale site for the second public display
11 of the draft Development Plan. It must be borne in mind at all times,
12 that the zoning and development of both these sites were linked in that
13 once a change of zoning had been achieved in the relation to 1 and in this
14 case Quarryvale, and an alternative zoning had to be put in place at
10:28:57 15 Neilstown so as to allow for its development.

16
17 The following are the companies associated with Mr. Frank Dunlop.
18 1. Shefran Limited. Which we will call Shefran.
19 Shefran was incorporated on the 6th of March, 1990. Its name was
10:29:14 20 subsequently changed with the consent of the Ministry of Industry and
21 Commence from SHEAFRAN to SHEFRAN. It is understood that the name
22 Shefran was an amalgamation of Sheila and Frank, being the first names of
23 Mr. Dunlop and his wife Shiela. The shareholders initially were limited
24 and Scan Limited both of 4 Finche Road Douglas Isle of Man, and this can
10:29:41 25 be seen at page 221. The directors at that time were Jacqueline Avis and
26 John Donnelly both of the Channel Islands.

27
28 By the 31st of August 1991 Mr. Barry Tucker and Mr. Hugh McGowan, both
29 accountants of Dublin, had become directors of Shefran. Shefran held two
10:29:58 30 bank accounts, one with Allied Irish Bank and the other at Bank of

10:30:02 1 Ireland, Westland Row. Both of the funds in these bank accounts form
2 part of Mr. Dunlop's war chest, which is a designation described by him in
3 evidence as an amalgamation of funds from which he funded activities
4 previously described by him as involving the bribing of councillors so as
10:30:19 5 to achieve their support for rezoning motions as and when he needed them.
6
7 Mr. Dunlop has given evidence that he did not account for these accounts
8 to anyone and that it was from these accounts amongst others, that funds
9 were withdrawn from payments made to him by councillors. It appears that
10:30:36 10 the existence of the funds in these accounts were not disclosed to the
11 auditors by Mr. Dunlop prior to the establishment of this Tribunal.
12 Shefran invoiced Riga, a company owned by Mr. O'Callaghan and Mr. Deane,
13 and Barkhill Limited, a company ultimately owned, initially owned by Mr.
14 Gilmartin, for services and was paid a total of 175,000 pounds by these
10:31:00 15 companies between 1991 and 1993.
16
17 These payments will be referred to later and will be the subject of a
18 detailed inquiry by the Tribunal in this module.
19
10:31:10 20 The second company associated with Mr. Dunlop X E R X E S Consult (Jersey)
21 Limited which will be call Xerxes. Xerxes was incorporated in Jersey in
22 late 1990. The main objective of the company was the provision of
23 consultancy services of every kind, page 304, please.
24 The beneficial owner of the company was Mr. Frank Dunlop. But
10:31:36 25 Mr. Dunlop's beneficial ownership of this company was not apparent to any
26 person from any publicly available document.
27
28 The company was incorporated in Jersey, on foot of instructions from
29 Mr. Hugh McGowan, accountant, of Coyle&Coyle. Accountants to Mr. Dunlop
10:31:52 30 and also to Frank Dunlop and Associates Limited.

10:31:55 1
2 Xerxes had bank accounts at Midland Bank in Jersey.
3 4733, please. Into which Mr. Dunlop lodged funds and from which funds
4 were withdrawn by Mr. Dunlop and paid to other parties including a payment
10:32:09 5 to Mr. Jim Bolger.
6
7 3. The next company associated with Mr. Frank Dunlop is Frank Dunlop and
8 Associates Limited.
9
10:32:20 10 Frank Dunlop & Associates Limited was incorporated in Ireland on the 28th
11 of September 1989. The original directors and shareholders Mr. Barry
12 Tucker and Mr. Hugh McGowan of Coyle & Coyle Accountants. By September
13 1994 the directors were Mr. Frank Dunlop and Mr. Philip Connolly. The
14 original shareholders were Mr. Tucker and Mr. McGowan but by September
10:32:40 15 1990 the majority of the shares were held by Mr. Frank Dunlop. 113,
16 please.
17
18 This company was the corporate vehicle used by Mr. Frank Dunlop to provide
19 lobbying and public relations services. The company had bank accounts at
10:32:56 20 Allied Irish Bank and funds received by Frank Dunlop & Associates were
21 accounted for in the cash receipts book and in the bank accounts of Frank
22 Dunlop & Associates. These bank accounts were not generally used as part
23 of the war chest described by Mr. Dunlop and they have not been so
24 described by him.
10:33:13 25
26 This company invoiced Riga and Barkhill for services and was paid in the
27 order of and approximate figure of 1.6 million pound by Riga and Barkhill
28 between 1991 and 2001. These payments not include the payments to
29 Shefran already outlined. These payments will also be dealt with in the
10:33:32 30 course of this module.

10:33:35 1 Next. Mr. Owen O'Callaghan. Mr. Owen O'Callaghan has already given
2 evidence in Quarryvale I. He is and was a property and shopping centre
3 developer whose main place of business is Cork. He usually carried out
4 these property and shopping centre developments through corporate
10:33:49 5 vehicles.
6
7 Mr. John Deane solicitor, who also gave evidence in Quarryvale I is and
8 was effectively Mr. O'Callaghan's partner in relation to a number of these
9 developments. Both Mr. O'Callaghan and Mr. Deane were effectively the
10:34:01 10 owners of a company called Riga Limited, Riga, which was the corporate
11 vehicle used in relation to their investment in the Quarryvale project.
12 The Tribunal has already heard evidence of Mr. O'Callaghan's efforts to
13 acquire and develop a site Cooldrinagh in west Dublin. Further, the
14 Tribunal has heard evidence of Mr. O'Callaghan's acquisition of a company
10:34:22 15 called Merrygrove Estates Limited, Merrygrove, from Mr. Albert Gubay, on
16 day 504.
17
18 Merrygrove had agreed to purchase from Dublin Corporation, the lands at
19 Neilstown, Balgaddy. 13985, please.
10:34:39 20
21 These lands critically had the D zoning or major town centre zoning which
22 was the optimum or best retail zoning available. The site being
23 assembled by Mr. Gilmartin at Quarryvale did not have any retail zoning.
24 The corporate vehicles used by Mr. O'Callaghan and Mr. Deane in the
10:34:56 25 Quarryvale project were as follows.
26
27 Riga Limited, Riga. Riga Limited was incorporated on 23rd June 1982.
28 197 please. The directors of Riga were Mr. John Deane, Mr. Owen
29 O'Callaghan and Mr. John O'Callaghan. Mr. John O'Callaghan resigned as a
10:35:17 30 director in July 1984. It is assumed that the ultimate beneficial owners

10:35:22 1 of Riga are and were Mr. Own O'Callaghan and Mr. John Deane. In
2 September 1991 on foot of a share subscription agreement, Riga became a
3 shareholder in Barkhill, the company used by Mr. Gilmartin in the
4 assembling of his Quarryvale site. Between February 1991 and June 1991

10:35:41 5 Riga spent at least 230,000 pounds for and on behalf of Barkhill, which
6 included some payments to Shefran, which will be set out below.

7
8 In May 1991, Barkhill had succeeded in transferring the D zoning from the
9 Lucan/Clondalkin town centre lands at Neilstown/Balgaddy, which were the
10 Merrygrove lands, to the Quarryvale lands for inclusion in the 1991 Dublin
11 county draft Development Plan. These matters will be the subject of
12 inquiry in this module.

13
14 Significant payments were made by Riga to both Shefran and Frank Dunlop &
15 Associates Limited, some but not all of which, were reimbursed by
16 Barkhill. Riga also incurred expenses in a project called the all
17 purpose national stadium and Riga apparently paid these to Frank Dunlop in
18 connection with this project also. Certain expenses were attributed to
19 this project in the books and accounts of Riga, which will be the subject
20 of inquiry of this module.

10:36:39 21
22 The auditors of Riga were Barbar & Co. accountants of Hibernian House, 88
23 South Mall, Cork. There is no issue that Riga made payments on behalf of
24 Barkhill and subsequently recouped some of these payments from the Riga
25 subordinated loan and from Barkhill. These payments are also the subject
26 of inquiry by the Tribunal in this module.

27
28 Riga also made political payments that are the subject of inquiry in this
29 module. 6097, please. Which is a list of political payments made by
10:37:12 30 Riga.

10:37:14 1
2 The next company associated with Mr. O'Callaghan and Mr. Deane is
3 O'Callaghan Properties Limited. O'Callaghan Properties Limited was
4 incorporated in on the 13th of February, 1979. Its original directors
10:37:27 5 and shareholders were Mr. John J O'Callaghan and Mr. David Turner. On
6 the 20th of February 1979, Mr. Owen O'Callaghan became the majority
7 shareholder. O'Callaghan Properties Limited held accounts at Allied
8 Irish Banks and the Industrial Credit Company, it's auditors were Barbar &
9 Company of 88 South Mall, Cork. Its directors were Mr. O'Callaghan, Mr.
10:37:47 10 Aidan Lucy, Mr. John J O'Callaghan resigned as a director and Mr. Lucy was
11 appointed in his stead. Its present directors are Mr. Owen O'Callaghan
12 and Mr. John Deane. It's status changed from limited company to private
13 unlimited company in January of this year.
14
10:38:07 15 Mr. Tom Gilmartin.
16 Mr. Tom Gilmartin was a property developer and businessman. Mr.
17 Gilmartin identified the potential of the Bachelor's Walk site and later
18 the Quarryvale site and set about acquiring the Quarryvale lands.
19
10:38:16 20 Mr. Gilmartin spent a significant amount of money in assembling the
21 Quarryvale site. Mr. Gilmartin invested 4 and a half million pounds in
22 the project and in land acquisition. By early 1990 Mr. Gilmartin's
23 corporate vehicle Barkhill, required financing in order to complete the
24 acquisition of the Quarryvale lands. Mr. Gilmartin obtained this
10:38:37 25 financing from Allied Irish Bank who, in February 1990, lent Barkhill a
26 sum in excess of 8 million pounds in order complete site acquisition in
27 Quarryvale. Initially, Allied Irish Banks were bankers to Barkhill and
28 in September 1991 became with Riga, a shareholder in Barkhill.
29
10:38:55 30 Allied Irish Bank acquired a 20% interest in Barkhill in September 1991.

10:39:00 1 The corporate vehicle used by Mr. Gilmartin was Barkhill Limited,
2 Barkhill.
3
4 Barkhill was an Irish company incorporated on the 25th of November 1988
10:39:12 5 with registered offices 10 Main Street Blanchardstown, Dublin 15. These
6 registered offices were change in the 1996 to South Mall in Cork. Mr.
7 and Mrs. Gilmartin were the original shareholders of Barkhill and in
8 September 1991 the shareholding was as follows.
9
10:39:31 10 The Gilmartins, Vera Ann and Tom held 400 shares. Riga Limited held 400
11 shares and Allied Irish Bank, through Allied Irish Bank Capital Markets
12 plc held 200 shares. In 1996 Tom and Vera Gilmartin sold their
13 shareholding in Barkhill to Riga.
14 Riga sold these shares in Barkhill to Grosvenor Overseas Holding Limited
10:39:56 15 at that time. The original directors of Barkhill were Mr. Tom Gilmartin,
16 Mrs. Gilmartin and Mr. Seamus Maguire.
17
18 In September 1991 Mr. Owen O'Callaghan and Mr. Barry Pitcher of Allied
19 Irish Bank Capital Markets were appointed directors and Mrs. Gilmartin and
10:40:13 20 Mr. Seamus Maguire resigned.
21
22 Mr. Pitcher was the nominee of Allied Irish Bank. Mr. Seamus Maguire,
23 Solicitor was the company secretary until 1996 when he resigned and was
24 replaced by Mr. John Deane. The auditors of Barkhill were De Loitte &
10:40:29 25 Touche, and Mr. Leo Flemming was the person in that firm who dealt
26 primarily with the audit of the company and other matters. Barkhill was
27 the vehicle used to acquire the Quarryvale lands by Mr. Gilmartin and it
28 borrowed 8 million pounds plus roll up of interest from Allied Irish Bank
29 in February 1990, which was to be repaid in August 1990. This repayment
10:40:51 30 did not happen.

10:40:53 1
2 Merrygrove Estates Limited.
3 Merrygrove Estates Limited is an Irish company incorporated on the 1st of
4 March 1988. The directors of Merrygrove in February in 1989 were Mr.
10:41:04 5 Aidan Lucey, Mr. John Deane and Mr. Owen O'Callaghan.
6
7 Mr. Aidan Lucey, I will describe and I will be corrected in this if I'm
8 wrong, was the then in-house accountant to O'Callaghan Properties Limited
9 and will be giving evidence in this module. Mr. O'Callaghan and
10:41:21 10 Mr. Deane will also be giving evidence.
11
12 Merrygrove originally had its registered offices at 17 Dame Street, Dublin
13 2 and this was subsequently changed to 81 South Mall, Cork and thereafter
14 to the Mahon Industrial Estate, Cork. Celtic Nominees Limited and
10:41:35 15 Buchfast Limited were the beneficial owners of Bardwell Limited who in
16 turn was the beneficial owner of Merrygrove.
17
18 Originally Merrygrove Estates Limited was the corporate vehicle of
19 Mr. Albert Gubay and was utilised by him to purchase the Lucan/Clondalkin
10:41:52 20 town centre lands at Neilstown/Balgaddy from Dublin Corporation. This
21 contract between Merrygrove and Dublin Corporation and in time Merrygrove
22 itself, was acquired by O'Callaghan Properties Limited. In January 1989
23 an option agreement was entered into between Mr. Tom Gilmartin and
24 O'Callaghan Properties Limited, whereby Mr. Gilmartin purchased the
10:42:14 25 Merrygrove option from O'Callaghan Properties Limited. Ultimately, as it
26 a term of the share subscription agreement in September 1991, Merrygrove
27 became a wholly owned subsidiary of Barkhill.
28
29 Allied Irish Bank plc. AIB or the bank.
10:42:31 30 Allied Irish Bank plc is a publicly quoted company and is licenced as a

10:42:42 1 bank. In February 1990 the bank lent in excess of 8 million pounds to Mr.
2 Gilmartin's company Barkhill, in order to complete the acquisition of the
3 balance of the Quarryvale lands. The loan was to be repaid by the end of
4 August 1990 but this did not happen. The bank became extremely concerned
10:42:53 5 about the indebtedness of Barkhill. The bank had a prior and existing
6 relationship of banker/customer with Mr. O'Callaghan and his various
7 corporate vehicles. The bank were extremely anxious that Mr. Gilmartin
8 would find alternative funding or take on a development partner. Mr.
9 Gilmartin was apparently reluctant to take on a development partner.

10:43:15 10
11 It appears to be the case that the bank were instrumental in requesting
12 Mr. Owen O'Callaghan to become fully involved in the Quarryvale project.
13 And this led to the signing of the first heads of agreement between Mr.
14 Gilmartin, Mr. O'Callaghan and Allied Irish Bank in December 1990. Other
10:43:32 15 heads of agreement were subsequently signed, but the first binding formal
16 agreement between the parties was the share subscription agreement made in
17 September 1991, whereby the bank through AIB Capital Markets became a 20%
18 shareholder in Barkhill with the Gilmartin's holding 40% and Riga holding
19 40% also.

10:43:54 20
21 As a shareholder in Barkhill through AIB Capital Markets and prior to that
22 as banker, Allied Irish Bank had a common interest with Mr. Gilmartin and
23 Mr. O'Callaghan in the rezoning of the Quarryvale lands. As this had a
24 direct bearing on the value of Barkhill and also its ability to repay the
10:44:11 25 bank. The individuals within Allied Irish Bank who were primarily
26 concerned with Barkhill were Mr. Eddie Kay, Mr. Michael O'Farrell,
27 Ms. Mary Baskwell and Mr. David McGrath.
28
29 The late Mr. Liam Lawlor deceased.

10:44:27 30 The late Mr. Liam Lawlor was a member of Dublin Council and in June of

10:44:31 1 1991. After losing his seat on Dublin County Council he continued to
2 represent Dublin west as a member of Dail Eireann. He has been described
3 by Mr. Frank Dunlop as a key strategist in the Quarryvale project.
4

10:44:45 5 Mr. Dunlop will tell the Tribunal had a that he made significant payments
6 to Mr. Lawlor. Mr. O'Callaghan agrees that Mr. Lawlor provided help and
7 assistance to him, 3166, 3167 and sought payments from him.
8 Mr. O'Callaghan agrees that he made payments to Mr. Lawlor in recognition
9 of his help and assistance in connection with Quarryvale and the stadium
10:45:08 10 projects. 3166 and 3167.
11

12 The payments to Mr. Lawlor as alleged by Mr. Dunlop amount to at least
13 153,500 pounds and as stated by Mr. O'Callaghan amount to 36,000 pounds.
14 That is to say that Mr. Dunlop alleges that he paid 153,500 pound to Mr.
10:45:36 15 Dunlop which was directly to Mr. Lawlor which was directly and indirectly
16 associated with Quarryvale. Mr. O'Callaghan says that he paid 36,000
17 pounds to Mr. Lawlor. Prior to his death Mr. Lawlor acknowledged receipt
18 of 60,000 pounds from Mr. Dunlop. 2601.
19

10:45:56 20 At page 2601 there is an acknowledgement by Mr. Lawlor that he received
21 60,000 pounds from Mr. Dunlop. And he also acknowledged. Yes, the
22 first paragraph of that letter. Contains an acknowledgement by the late
23 Mr. Lawlor that he received 60,000 pounds from Mr. Dunlop. Prior to his
24 death Mr. Lawlor acknowledged receiving a minimum of 25,000 pounds from
10:46:33 25 Mr. O'Callaghan, although according to Mr. O'Callaghan he paid a sum of
26 36,000 pounds to Mr. Lawlor.
27

28 The late Mr. Lawlor prior to his death therefore acknowledged receipt of a
29 sum of 85,000 pounds in total when he combines the receipt of the monies
10:46:51 30 from Mr. O'Callaghan and Mr. Dunlop.

10:46:54 1 Mr. Lawlor also received payments from Green Property Plc, who was the
2 developer of the Blanchardstown shopping centre, which amounted to at
3 least 23,953.50, although Mr. Lawlor believed that he had received
4 approximately 35,000 pounds from that source.

10:47:14 5
6 The acquisition of the Quarryvale lands and the acquisition of the
7 Lucan/Clondalkin town centre lands at Neilstown/Balgaddy.
8

10:47:27 9 Mr. Albert Gubay, through his company Montrose Holdings Limited, agreed to
10 buy approximately 32.88 acres of land from Dublin Corporation. These
11 lands were zoned D for a major town centre at Lucan/Clondalkin, Neilstown.
12 The contract with Dublin Corporation was in the name of another company
13 Merrygrove Limited. To the north and east of these lands Mr. Gilmartin
14 had by 1989, started to assemble the site the Quarryvale. 13985. There
10:47:52 15 is no great dispute but that the zoned town centre lands at Lucan
16 Clondalkin had very poor and limited access.
17

10:48:09 18 Access for the local population was dependent on a significant investment
19 in infrastructure particularly in relation to transport, road and rail in
20 order that the town centre would be developed and accessible to the
21 population of Lucan and Clondalkin. There is no dispute that the
22 Quarryvale site, although it did not have any appropriate town centre
23 zoning, had huge potential with excellent road access. Quarryvale,
24 however, did not have a zoning that would permit any retail development
10:48:26 25 but the Lucan/Clondalkin town centre lands at Neilstown lands did.
26

10:48:46 27 Mr. Liam Lawlor knew Mr. O'Callaghan from the 1970s. In or around May
28 1988, Mr. Gilmartin appears to have first met Mr. Lawlor, following which
29 payments were made to Mr. Lawlor by an English development company called
30 Arlington and evidence has been heard about this in the first part of the

10:48:50 1 module. At this time, and subsequently Mr. Gilmartin was assembling the
2 Quarryvale site. Deposits were paid on some of the lands and contracts
3 signed. Mr. Gilmartin had commenced negotiations with Dublin Corporation
4 and Dublin County Council about acquiring their lands in the area.

10:49:05 5 Evidence has already been heard about this in the first part of the
6 module.
7

8 By October 1988 Mr. O'Callaghan had acquired through his company,
9 O'Callaghan Properties Limited, the benefit of the Gubay contract with
10 Dublin Corporation for the option on the Lucan/Clondalkin town centre
11 lands at Neilstown. Mr. Gubay had taken this interest through a company
12 called Merrygrove Estates Limited and Merrygrove had a contract with the
13 corporation that permitted it to buy the Lucan/Clondalkin town centre
14 lands at Neilstown. By the 2nd of November 1988, there was an article in
15 the Irish Independent stating that Mr. Owen O'Callaghan had taken over the
16 Gubay site at the Lucan/Clondalkin town centre at Neilstown Balgaddy.
17

18 Leaving aside who set up the first meeting, it seems to be the case and
19 both parties agree, that Mr. O'Callaghan and Mr. Gilmartin first met on
20 the 7th of December 1988 and evidence was heard about this in the first
21 part of the module. What is not in dispute, is that subsequently on the
22 31st of January 1989, a formal agreement was entered into by the parties.
23 That written agreement contained the following terms.
24

10:50:13 25 1. 800,000 pounds was to be paid by Mr. Gilmartin on the signing of
26 agreement and this was paid.
27

28 2. Mr. Owen O'Callaghan granted Mr. Tom Gilmartin an option to purchase
29 for 2.7 million, his or his companies interests in the Merrygrove
30 contract.

10:50:29

10:50:30 1
2 3. This option was to be exercised by A up to the 31st of October 1989,
3 serving a notice of intention to exercise the option and B paying the
4 vendor O'Callaghan Properties Limited, 1.35 million and handing over a
10:50:45 5 bank guarantee guaranteeing 1.35 million to be paid to O'Callaghan
6 Properties on or before the 31st of January 1990.
7
8 Mr. Gilmartin agreed to pay 3.5 million to take over Merrygrove and it's
9 contract with Dublin Corporation. Had he taken over the contract, he
10:51:03 10 would of course have had to complete the contract between Merrygrove and
11 Dublin Corporation by paying the balance outstanding to Dublin Corporation
12 on that contract i.e. another 2.7 million. Evidence has already been
13 heard in the first part of the module in relation to this.
14
10:51:17 15 After the payment at the time of the signing of the contract of the
16 800,000 pounds, the balance outstanding by Mr. Gilmartin to
17 Mr. O'Callaghan was 2.7 million. By the 21st of February 1989,
18 Mr. Seamus Maguire solicitor for Mr. Gilmartin, was informed that the
19 Gubay/O'Callaghan deal was complete. That the entire shareholding in
10:51:40 20 Merrygrove had been acquired. Mr. Gilmartin continued to sign contracts
21 and pay deposits in respect of further land acquisitions in Quarryvale
22 including local authority lands, for which he had paid a price greater
23 than that which he had originally agreed thought was due.
24 Evidence has already been heard in the first part of the module in
10:51:58 25 connection with this.
26
27 In or around August 1989 correspondence passed between Mr. Frank Dunlop
28 and Mr. Tom Gilmartin. Mr. Frank Dunlop sent certain press cuttings to
29 Mr. Gilmartin and he also sought a private meeting with Mr. Gilmartin.
10:52:14 30 Both Mr. Gilmartin and Mr. Dunlop agreed that such a meeting did not take

10:52:17 1 place at that time but that they did meet subsequently in 1991.

2

3 In late 1989 Mr. Gilmartin discussed financing with IIB, Irish

4 Intercontinental Bank and prior to that with Bank of Ireland. He was

10:52:30 5 seeking financial funding for the Quarryvale project. Mr. Gilmartin had

6 no substantial borrowings to this point in time other than with Bank of

7 Ireland. But he had spent a significant amount of money on the

8 Quarryvale lands. He also had meetings with Government ministers around

9 this time. Contemporaneous documentation from both of these banks record

10:52:51 10 that Mr. Gilmartin informed both Bank of Ireland and IIB of his confidence

11 that the Quarryvale site would get designated status and/or enterprise

12 status. He seems to have discussed the matter with De Loitte & Touche

13 also and to have indicated to them a possibility of legislation to short

14 circuit the planning process.

10:53:11 15

16 In early to mid 1990 he appears to have had an expectation that the site

17 might be zoned for urban renewal relief in the upcoming budget. There is

18 a lack of clarity in the words used in the various documents. It's not

19 always clear whether what was being discussed was designation or

10:53:29 20 enterprise status or some method of short circuiting or circumventing the

21 various planning processes. By this time late 1989, Mr. Gilmartin had a

22 necessity for additional financing to complete the purchase of the balance

23 of the Quarryvale lands and to pay the outstanding monies to Mr.

24 O'Callaghan on foot of the January 1989 agreement.

10:53:48 25

26 Mr. Gilmartin did not pay Mr. O'Callaghan the 1.35 million on or before

27 the 1st of November 1989 as had been provided for in the option agreement

28 of the 31st of 1989 nor had he provided a bank guarantee by the 31st of

29 January 1990 to Mr. O'Callaghan guaranteeing the second payment of 1.35

10:54:10 30 million.

10:54:11 1
2 Therefore, on the face of the document he was in default. Mr. Gilmartin
3 does not self accept that he was in default. And has told the Tribunal
4 that he believed that the concluded agreement did not reflect that which
10:54:21 5 he had agreed with Mr. O'Callaghan. Mr. O'Callaghan, Mr. Deane and Mr.
6 Seamus Maguire, Mr. Gilmartin's solicitor, dispute Mr. Gilmartin's
7 version. And evidence has already been heard in the first part of the
8 module in relation to this matter.
9
10:54:35 10 A planning application was lodged by the Ambrose Kelly Group,
11 Mr. O'Callaghan's architects on behalf of Merrygrove on 22nd December
12 1989. This application was for a town centre development on the Lucan
13 Clondalkin town centre lands at Neilstown/Balgaddy.
14
10:54:53 15 The Neilstown site.
16 In last December 1989, Mr. Gilmartin met Mr. Eddie Kay of Allied Irish
17 Bank. This was Mr. Gilmartin's first meeting with a representative from
18 Allied Irish Bank. Allied Irish Bank records of this period note Mr.
19 Gilmartin's assertion that the Quarryvale site would get designation or a
10:55:11 20 Customs House Dock development type status i.e. that he would be able to
21 short circuit the planning process. Mr. Gilmartin was seeking funding for
22 his development at Quarryvale.
23
24 The initial internal credit application within Allied Irish Bank, which is
10:55:27 25 internally known as a mark up, in connection Mr. Gilmartin's application
26 for facilities refers to tax designation and that confirmation of this
27 would be forthcoming and it referred also to the 1.35 million due to
28 O'Callaghan Properties.
29
10:55:43 30 The body of the documents records that the banks were reliably informed

10:55:47 1 that the Government was strongly in favour of the project and would grant
2 designated status later in the month.
3
4 Mr. Eddie Kay, then od AIB, says that the source of this information which
10:55:57 5 is contained in document 4057 was a combination of Mr. Tom Gilmartin, Owen
6 O'Callaghan, press and markets speculation and direct contact with an
7 estate agent.
8
9 Whilst Mr. Kaye will say that Mr. Gilmartin told him that the Minister for
10:56:14 10 the Environment would contact the bank to confirm the position about the
11 designated status, the bank did not consider that such a course of conduct
12 was appropriate and deleted this requirement from the final letter of
13 offer to Mr. Gilmartin. The then Minister for the Environment, Mr.
14 Pdraig Flynn has recently informed the Tribunal that he did not have any
10:56:33 15 contact with Allied Irish Bank in connection with this matter.
16
17 The first letter of offer from Allied Irish Bank to Mr. Tom Gilmartin
18 dated 2nd of February 1990 makes no reference to designation or
19 ministerial contact or to the balance of funds owing to Mr. O'Callaghan.
10:56:49 20 However, a precondition of the loan overed of 9 million included the
21 provision of confirmation by Mr. Gilmartin of the implementation of the
22 option agreement from O'Callaghan Properties Limited.
23
24 Contemporaneous documents recorded -- dated early to mid 1990 continue to
10:57:09 25 record Mr. Gilmartin as recounting contacts with senior politicians and
26 expressing a belief that Quarryvale would get designation or some form of
27 preferential treatment. Documentation discovered to the Tribunal by
28 Departments of Finance and Environment record that, while in early 1990
29 the Department of the Environment was considering proposing the Government
10:57:31 30 an extension of the urban renewal scheme, such extension did not include

10:57:36 1 the Quarryvale lands. Indeed, tax designation for the Quarryvale lands
2 was never proposed in any documents provided by these departments to the
3 Tribunal.

10:57:44 4
5 On the 5th of February 1990 Mr. O'Callaghan wrote to Mr. Padraig Flynn,
6 the then Minister for the environment and confirmed that he, Mr. Owen
7 O'Callaghan would reinstate his agreement with Mr. Gilmartin and withdraw
8 his present planning application if Mr. Gilmartin completed his side of
9 that agreement that week. Both Mr. O'Callaghan and Mr. Gilmartin have
10:58:04 10 given in the first part of this module apparently differing accounts as to
11 the reasons as to why this letter was written. Mr. Gilmartin's evidence
12 can be found in day 460 and that of Mr. O'Callaghan day 505, pages 8 and
13 9.

10:58:19 14
15 On the 19th of February 1990 Mr. Gilmartin completed his loan application
16 with Allied Irish Bank. Mr. Gilmartin's company Barkhill borrowed 8
17 million pounds, plus roll up of interest 5.5 million pounds, that's half a
18 million pounds. These funds were to be use primarily to complete the
19 purchase of the lands at Quarryvale and to pay stamp duty. The agreement
10:58:40 20 with Allied Irish Bank provided that Barkhill's loan was to be repaid by
21 the 31st of August 1990. There was no provision or requirement for any
22 payment to be paid to Mr. O'Callaghan or his company from these funds
23 provided by Allied Irish Bank. On the same day 19th of February 1990 a
24 sum of 1,340, 770.14 pounds was lodged to Mr. Gilmartin's account. This
10:59:05 25 was the Irish pound equivalent of the Arlington sterling payment. From
26 this account on the 21st of February 1990, there was a debit of 1.35
27 million pounds. This sum was paid to Mr. O'Callaghan or his company on
28 foot of Mr. Gilmartin's liability under the option agreement and Mr.
29 O'Callaghan or his company had by now been paid 2.15 million out of total
10:59:28 30 3.5 million due on foot of the option agreement. It appears from

10:59:33 1 documentation discovered to the Tribunal by May of 1990, Mr. Gilmartin was
2 seeking an additional 1.2 million facility to fund the costs to complete
3 two sites, namely the O'Rahilly and Murray site together with payment of
4 professional fees.

10:59:48 5
6 On the 4th and 5th 6 July 1990 Westpark presentation Berkley Court to
7 councillors and other interested persons. From the time that the loan had
8 been granted by Allied Irish Bank, Mr. Gilmartin says that he felt himself
9 under increasing pressure from the bank. The designation that mr.
11:00:03 10 Gilmartin had spoken about did not materialise and the proposed sale of a
11 percentage of Barkhill to Arlington did not materialise. Throughout this
12 period Mr. Gilmartin sought alternative funding or investors but none of
13 these were successfully brought to fruition by him. By the end of June
14 1990, Allied Irish Bank became increasing concerned about his exposure and
11:00:25 15 had informed Mr. Gilmartin that the bank would not allow the loan facility
16 to run beyond the 31st of August 1990, the date by which the full sum
17 borrowed by Barkhill was to be repaid, unless there was a definite
18 agreement between Barkhill and a suitable development partner.

11:00:40 19
20 Representatives from the bank travelled to London to meet with Mr.
21 Gilmartin and to express the bank's concern on the outstanding loan to
22 Barkhill. According to the bank, if a suitable development partner was
23 not found Mr. Gilmartin with a have to refinance or sell.

11:00:55 24
25 Councillor McGrath in a letter dated 23rd of July 1990, 4314, sent
26 apparently at the request of request of Mr. Gilmartin sought an urgent
27 meeting with the then Taoiseach, Mr. Charles J Haughey. This letter
28 reflected a certain concern and perhaps panic on the part of Mr.
29 Gilmartin. The letter sought a meeting between Mr. Gilmartin and
11:01:16 30 Mr. Haughey as "problems heretofore unforeseen were posing a threat to the

11:01:21 1 realisation of this unique development".

2

3 Two days later on the 25th of July, Mr. Haughey's then private secretary

4 wrote to Mr. McGrath advising that due to heavy schedule of commitments

11:01:33 5 not possible for the Taoiseach to meet with Mr. Gilmartin. 4316. Mr.

6 Gilmartin according to the evidence given by him to the Tribunal in

7 Quarryvale I, had made a political contribution of 50,000 pounds to Fianna

8 Fail through the then Minister for the Environment Mr. Pdraig Flynn in

9 June of the previous year. Mr. Gilmartin has told the Tribunal of a

11:01:54 10 meeting with Mr. Haughey in Leinster House in February 1989, arranged

11 according to him by Mr. Liam Lawlor and attended by a number of Government

12 Minister. The Tribunal will wish to assert on what Mr. Gilmartin felt

13 Mr. Haughey could do for him at this time. The Tribunal had been

14 informed by Mr. Haughey's solicitor, that he is not in a position to give

11:02:14 15 instructions to them due to ill health.

16

17 In July August 1990 meetings took place between Mr. O'Callaghan and Mr.

18 Gilmartin, following which it was agreed that Barkhill would acquire

19 Merrygrove, as already stated Merrgrove owned the Neilstown site and

11:02:29 20 Mr. O'Callaghan was still due 1.35 million on foot of the option

21 agreement.

22

23 The 1.35 million outstanding to Mr. O'Callaghan for the option would have

24 to be paid and now Mr. Gilmartin needed at least another 2.15 million on

11:02:43 25 top that have to finalise purchases of lands for the Quarryvale site.

26 Mr. Gilmartin did not have the funds to do this. In August of 1990 Mr.

27 Gilmartin was in active negotiation with London and Edinburgh Trust with a

28 view to obtaining sufficient funds to pay his outstanding liabilities.

29 But again, these came to naught.

11:03:03 30

11:03:03 1 Bank documents from this time record Mr. Gilmartin as telling the bank
2 that Mr. O'Callaghan and Mr. Deane had indicated that they would take an
3 equity stake in the project.
4

11:03:13 5 By the end of August 1990, Mr. Gilmartin was in dire financial straights.
6 The Barkhill loan balance was in excess of 8.5 million pounds plus
7 interest in excess of another half million. He owed Mr. O'Callaghan 1.35
8 million pounds. He needed funds of over 2 million pounds to close the
9 O'Rahilly and Murray lands and to pay fees. He did not have the hoped

11:03:34 10 for zoning or the designation on the lands. He had not attracted a
11 suitable development partner. He did however, have a substantial land
12 bank with excellent access and he was due funds from his Milton Keynes
13 project.
14

11:03:46 15 Mr. O'Callaghan received a memorandum dated 10th of September 1990 by Ed
16 McDonald to Finton Gunne in advance of an upcoming Dublin County Council
17 meeting to discuss the town centre designations. These discussions
18 followed on from meetings and directions given at council the previous
19 March to officials to prepare maps and report for separate centres. This

11:04:11 20 memo, 4359 suggested that Mr. Gilmartin's site would be the one favoured
21 to serve the Lucan area and it was the "front runner for the Lucan end
22 which sees Owen being squeezed out in the middle" although the scale was
23 so big that there might have been a degree of wishful thinking about it.
24

11:04:29 25 Unfortunately for Mr. Gilmartin on the 14th of September 1990 the
26 councillors reverted back to the plan and map as originally proposed by
27 the manager.
28

29 In so doing, the they ignored the manager's latest reports prepared for
11:04:45 30 the councillors on foot of their earlier instruction. The plan and map

11:04:49 1 originally prepared by the manager had shown the D zone on the Lucan
2 Clondalkin centre lands i.e. the manager town centre zoning with the
3 Quarryvale lands zoned A1 residential E open space -- E industrial and F
4 open space. None of these designations of A1, E and F permitted retail
11:05:12 5 and left Mr. Gilmartin in a precarious position because the councillors
6 had reverted to the status quo. This will be dealt with in detail later
7 when I come to deal with the planning aspect.
8
9 On the 28th of September 1990 Merrygrove was granted permission for a town
11:05:29 10 centre at Lucan/Clondalkin on the Neilstown/Balgaddy lands. The Ambrose
11 Kelly Group acted for Merrygrove, appealed from conditions attaching to
12 this decision to An Bord Pleanala which effectively postponed the
13 obligation on Merrygrove to pay over the balance of the purchase monies of
14 2.7 million and complete the purchase of the lands from Dublin
11:05:56 15 Corporation.
16
17 By early October 1990 the closing of the sales by Mr. Gilmartin and
18 Barkhill of three parcels of land at Quarryvale had to be put back due to
19 lack of funds. By the end of November 1990 none of Mr. Gilmartin's plans
11:06:03 20 for new investors had come to fruition and no new investors or funding was
21 in place. Allied Irish Bank were seriously concerned about their
22 exposure. The letter from Allied Irish Bank to Mr. Gilmartin of 26th of
23 June 1990, 4294, disclosed that the bank had as far back as June 1990 seen
24 it as their best interest to involve Mr. Gilmartin with another property
11:06:31 25 developer. In his statement to the Tribunal Mr. Gilmartin says that he
26 interpreted this reference to "suitable development partner" as referring
27 to Mr. O'Callaghan. And that he felt that the bank were putting pressure
28 on him to make some sort of agreement with Mr. O'Callaghan. He says that
29 he was opposed to this.
11:06:52 30

11:06:52 1 Mr. Gilmartin will tell the Tribunal that he came under ever increasing
2 pressure from Allied Irish Bank to enter into some form of arrangement
3 with Mr. O'Callaghan as he believed that the bank were convinced that
4 Mr. O'Callaghan was in a better position to obtain the necessary rezoning
11:07:08 5 and planning permission on the site because he had the political contacts.
6
7 It is clear from contemporaneous bank documentation that the bank were
8 desirous of involving Mr. O'Callaghan in the project. After all
9 Mr. Gilmartin owed Mr. O'Callaghan 1.35 million pounds. And by this time
11:07:27 10 Mr. O'Callaghan had a site with the requisite zoning and planning for the
11 development of a rival shopping centre.
12
13 By early December 1990 Allied Irish Bank records Mr. Deane and O'Callaghan
14 as putting forward proposals which, they said, had been agreed in
11:07:43 15 principle by Mr. Gilmartin i.e. that O'Callaghan properties were to get
16 25% equity stake in Barkhill with the bank -- that O'Callaghan Properties
17 were to get 25% equity stake in Barkhill with the bank and Mr. O'Callaghan
18 in control of daily decisions.
19
11:08:03 20 4490.
21 Both Mr. Deane and Mr. O'Callaghan are recorded in believing in the site
22 and its potential and "believed that they can deliver on the site
23 rezoning/planning and designation". The Tribunal will be anxious to
24 inquire into the basis of that belief purportedly held by Messrs. Deane
11:08:29 25 and O'Callaghan in late 1990 as recorded by Allied Irish Bank. The bank
26 did not agree terms with Messrs. O'Callaghan and Deane at that time but
27 did subsequently.
28
29 Two days later Mr. Gilmartin is recorded as advising the bank that the
11:08:40 30 rezoning of the site would be proposed by the Chairman of the council at

11:08:44 1 the meeting on 13th of December 1990 but no vote would be taken until the
2 15th of January 1991. This scenario depended on Mr. O'Callaghan advising
3 the council that he did not intend going ahead with this Neilstown
4 development. It appears that there was considerable activity between
11:09:02 5 Allied Irish Bank and Messrs. Gilmartin, O'Callaghan and Deane in early
6 December 1990. Mr. Deane is recorded as agreeing to come in on the
7 project and to defer the Clondalkin site. Ultimately heads of agreement
8 were signed on the 14th of December 1990 by Tom Gilmartin for Barkhill,
9 Eddie Kay for Allied Irish Bank and Owen O'Callaghan for O'Callaghan
11:09:26 10 Properties Limited. The main points of the heads of agreement were.
11
12 1. O'Callaghan Properties were to receive 25% equity stake in Barkhill in
13 lieu of cash consideration and to appoint a director to the Barkhill
14 board. Barkhill was to control Merrygrove.
11:09:41 15
16 2. The board was to comprise of Mr. Tom Gilmartin, Mr. O'Callaghan and
17 two representatives from Allied Irish Bank, with the bank having the right
18 to appoint a third.
19
11:09:51 20 3. Allied Irish Bank were to approve the appointment of any professional
21 team.
22
23 4. A legal agreement was to be in place by the 10th of January 1991.
24
11:10:01 25 5. Mr. Gilmartin was to negotiate the outstanding fees due to the
26 professional team Ove Arub, Ciaran O'Malley & Touche Ross.
27
28 6. A plan and time frame for rezoning to be drafted and implemented.
29
11:10:15 30 The effect of these heads of agreement, if implemented would be that

11:10:18 1 Mr. O'Callaghan through O'Callaghan Properties Limited in return for 25%
2 of Barkhill, forswore the 1.35 million due on foot of the option agreement
3 of January '89. It also meant that Mr. O'Callaghan/O'Callaghan
4 Properties would not develop the shopping centre at Neilstown/Balgaddy.

11:10:38 5
6 The legal agreement to give effect to these heads of agreement were to be
7 in place by the 10th of January 1991, but no such agreement was in fact
8 made at that time.

9 In early January 1991 both Mr. Gilmartin and O'Callaghan expressed their
11:10:51 10 unhappiness with the heads of agreement. Mr. Gilmartin's can be found in
11 his statement at page 2107 and Mr. O'Callaghan's unhappiness was expressed
12 in a letter which is at 4562. The bank advised Mr. Gilmartin in January
13 1991 that their interest in progressing an agreement between Barkhill,
14 Gilmartin and Mr. O'Callaghan related solely to Mr. Gilmartin's state of
11:11:14 15 view that he could not obtain rezoning on the site without an
16 accommodation being reached with Mr. O'Callaghan.

17
18 Critically, by this time early January 1991, no motion seeking the
19 rezoning of the Quarryvale lands or the D zoning of the Lucan/Clondalkin
11:11:30 20 town centre lands had been lodged with Dublin County Council. The
21 closing date for the lodging of such a motion was the 15th of February
22 1991. The importance of such a motion could not be overstated as without
23 a motion on the issue being lodged with the council by the 15th of
24 February 1991, there would be no discussion on rezoning Quarryvale. And
11:11:51 25 the upcoming draft development plan would retain the zonings for the site
26 which were contained in the then current 1983 Development Plan.

27 Accordingly, a motion to have an area rezoned must be seen in the context
28 of putting any new Quarryvale zoning on the agenda for debate in advance
29 of the adoption of the draft Development Plan by Dublin County Council.

11:12:11 30 Only a councillor by lodging a motion seeking a changing in the current

11:12:16 1 zoning could fulfil the role of having the Quarryvale zoning debated by
2 the councillors. Accordingly, in January 1991, the following complex
3 situation existed concerning the Quarryvale site and the persons involved
4 or about to be involved in it.

11:12:30 5
6 And as between Mr. Gilmartin, Mr. O'Callaghan, Allied Irish Bank.
7 Dublin County Council required a motion in order that it could debate any
8 proposed rezoning and vote upon it in advance of the upcoming display of
9 the Development Plan. Mr. Gilmartin had signed heads of agreement with
10 Mr. O'Callaghan giving Mr. O'Callaghan a substantial interest in
11 Quarryvale in exchange for foregoing Mr. O'Callaghan's entitlement to
12 develop the rival Lucan/Clondalkin town centre lands at Neilstown. But
13 Mr. Gilmartin had no intention of executing a formal agreement giving
14 effect to the heads of agreement and had told Mr. O'Callaghan so in or
15 around Christmas of 1990.

11:13:10 16
17 His indebtedness to both Mr' O'Callaghan and Allied Irish Bank continued,
18 although he was now negotiating with a new potential investor Mr. Ed
19 McMullen ,who claimed to have been introduced to Mr. Gilmartin by a TD of
20 the Irish Government, with a special request that he devote his time to
21 assisting Mr. Gilmartin as his project was a matter of very special
22 interest to the Irish Government.

11:13:25 23
24 Mr. O'Callaghan had received 2.25 million from Mr. Gilmartin but was due,
25 according to him, another 1.35 million. And although there existed heads
26 of agreement providing him with an interest in the Quarryvale project in
27 exchange for foregoing his development at Neilstown, he was himself
28 unhappy with the terms agreed. He had written formally to Mr. Gilmartin
29 demanding agreement by the 31st of January 1991 or otherwise he would
30 proceed with his own development.

11:14:01

11:14:03 1
2 Allied Irish Bank were still owed substantial monies by Mr. Gilmartin.
3 The site with a was no nearer being developed and Mr. Gilmartin their
4 creditor, was renaging on their agreement with another creditor, Mr.
11:14:15 5 O'Callaghan who was also as far as the bank were concerned an acceptable
6 development partner. The bank although aware what Mr. Gilmartin was
7 seeking alternative financing, were anxious that a situation would not
8 arise whereby additional difficulties in progressing zoning planning and
9 development on the site would be encountered and this is recorded on
11:14:35 10 document 4543. Mr. Gilmartin it appears was seeking to defer
11 implementation of the heads of agreement until after the closing date for
12 lodging the final motions with Dublin County Council. Both the bank and
13 Mr. O'Callaghan wanted closure on the heads of agreement issue and the
14 payment of the balance of the monies due to Mr. O'Callaghan prior to the
11:14:54 15 initial zoning meeting of Dublin County Council scheduled for either the
16 15th or 29th of January 1991.
17
18 These dates have been confirmed to Mr. O'Callaghan by Mr. Lawlor according
19 to a memorandum of the 7th of January 1991, at 4544. According to AIB
11:15:12 20 records, Mr. Gilmartin advised the bank on the 16th of January, 1991, that
21 he had agreed with Mr. O'Callaghan either pay him the outstanding sum of
22 1.35 million before the 29th of January 1991 or alternatively proceed with
23 the original agreement. This is recorded on document 4557.
24
11:15:33 25 The McGrath motion.
26 On the 15th of January 1991, which was the last date for receipt of motion
27 seeking rezoning councillor -- on the 15th of January 1991 councillor Colm
28 McGrath wrote to Mr. Gilmartin informing him of his intention to table a
29 motion at the February review meeting of the council, which would have the
11:15:54 30 effect of rezoning the site as required for development. 4555.

11:15:59 1 Mr. McGrath expressed himself confident that such a motion with a cross
2 party support, because Mr. Gilmartin's negotiations with the developer of
3 the Lucan/Clondalkin town centre site at Neilstown, meant that that site
4 was not now going to go ahead. Mr. McGrath appeared to hold the view that
11:16:15 5 because Mr. Gilmartin had he entered into an agreement with
6 Mr. O'Callaghan there would be cross party support. Notwithstanding this
7 expression of intent by Mr. McGrath, Mr. Gilmartin was procrastinating on
8 his commitments with Mr. O'Callaghan. He was still pursuing with
9 Mr. McMullen the prospect of being advanced sufficient funds to enable him
11:16:34 10 to payoff Mr. O'Callaghan and possibly the bank. Mr. O'Callaghan and the
11 bank appear to have been getting more and more frustrated with Mr.
12 Gilmartin. On the 12th February 1991, Allied Irish Bank formally called
13 in their loan to Barkhill which at that time stood at 9,350,703.92 pounds
14 to include principle and interest.
11:16:56 15
16 On the 15th of February, councillor McGrath lodged a motion in respect of
17 the Quarryvale site. And on the 15th of February 1991 Mr. Gilmartin
18 signed a second heads of agreement. At 915 the motion signed by
19 councillor McGrath which is dated the 15th of February can be seen and
11:17:19 20 this sought the rezoning of the Quarryvale lands. In his statement to
21 the Tribunal, Mr. Gilmartin said that Allied Irish Bank sent him a fax
22 with revised heads of agreement and informed him that if he did not sign
23 them they would appoint a receiver. Mr. Gilmartin says that he received
24 a phone call from councillor McGrath around this time, who said that he,
11:17:39 25 Councillor McGrath was being prevented by Allied Irish Bank and
26 Mr. O'Callaghan from putting in a motion to the Council to rezone the
27 Quarryvale lands. Whilst Mr. McGrath admits to having many telephone
28 calls with Mr. Gilmartin, he denies suggesting to Mr. Gilmartin that
29 pressure was being brought to bear by Allied Irish Bank or Mr. O'Callaghan
11:17:57 30 not to rezoning the Quarryvale site.

11:17:59 1 Mr. Gilmartin says that he recalls receiving another telephone call later
2 that same evening from Mr. Eddie Kay of AIB. He says that Mr. Kay,
3 again expressed concerns about the prospects of the Quarryvale development
4 and emphasised how important the bank believed it to be to accommodate the
11:18:14 5 requirements of Mr. O'Callaghan.

6
7 Mr. Kaye, he says, also referred to monies allegedly owed by Mr.
8 Gilmartin to Mr. O'Callaghan. It was Mr. Gilmartin's recollection that
9 Mr. Donnagh of AIB also participated in the call and that it was very
11:18:30 10 unpleasant. Mr. Gilmartin says that shortly after his conversation with
11 Mr. Donnagh he received a telephone call from councillor Gilbride telling
12 him that he, Mr. Gilmartin, had to come to an agreement with the bank and
13 Mr. O'Callaghan or he would risk postponing the presentation of the
14 rezoning motion until December 1991. Councillor Gilbride denies any such

11:18:52 15 conversation and says that he was unaware of Mr. Gilmartin's dealings with
16 the bank or Mr. O'Callaghan until they were completed and after completion
17 Mr. Gilmartin introduced him to Mr. O'Callaghan. Mr. Gilmartin says that
18 he received a fax later that evening from the bank containing a demand for
19 the repayment of the loan and that once again he signed a second heads of
11:19:13 20 agreement under duress.

21
22 The Tribunal will be anxious to establish the truth of the events of the
23 15th of February 1991. The Tribunal is not concerned per se with the
24 commercial arrangement between Mr. O'Callaghan, Mr. Gilmartin and Allied
11:19:28 25 Irish Bank. However, it believes it to be within its Terms of Reference
26 to inquire into the circumstances in which a motion to rezone lands in
27 west County Dublin came to be placed on the agenda of Dublin County
28 Council on the final permitted day for such motions and whether there is
29 or was any connection between the signing and lodging of this motion with
11:19:52 30 the council and the signing of the heads of agreements signed that day by

11:19:53

1 Mr. Gilmartin.

2

3

On the 18th of February 1991 another motion in respect of the Neilstown lands and signed by councillor McGrath was faxed to Mr. O'Callaghan by the

4

11:20:04

5 late Mr. Liam Lawlor. It was accompanied by a strategy plan. The

6

introduction of Mr. Frank Dunlop.

7

8

As indicated earlier, the documentation discovered to the Tribunal

9

discloses that there were communications passing between Mr. Dunlop and

11:20:20

10 Mr. Gilmartin in August 1989. Both Mr. Dunlop and Gilmartin agreed no

11

face-to-face meeting until 1991 and it does not appear that Mr. Dunlop was

12

retained professionally or paid any fees by Mr. Gilmartin. Both

13

Mr. O'Callaghan, Mr. Gilmartin and the late Mr. Liam Lawlor agreed that it

14

was Mr. Lawlor who first brought Mr. Gilmartin and Mr. O'Callaghan to meet

11:20:44

15 Mr. Dunlop in Mr. Dunlop's office in Mount Street, following what may have

16

been an unplanned meeting in or around Dail Eireann. Mr. Lawlor agreed

17

that he recommended Mr. Dunlop to Messrs. Gilmartin and O'Callaghan but he

18

dates it as having happened in late 1991. Mr. Gilmartin dates this

19

meeting as having occurred in April 1991 and Mr. O'Callaghan dates it as

11:21:05

20 having happen in the late February 1991.

21

22

Mr. Dunlop states that the meeting took place in January 1991 and

23

certainly material was faxed to both Mr. O'Callaghan and Mr. Gilmartin by

24

Mr. Dunlop by the 5th of February 1991 and these can be seen at 14176 and

11:21:24

25 14177. Mr. Dunlop also says that on the 22nd of January 1991 he made a

26

5,000 pounds payment to Mr. Lawlor in connection with this matter. This

27

payment was by cheque although by Mr. Dunlop says it was by cash and it

28

was lodged to the account of Mr. Nile Lawlor, National Irish Bank on the

29

29th of January 1991.

11:21:46

30

11:21:46 1 If Mr. Dunlop is correct in this, then the meetings including the second
2 meeting with Mr. O'Callaghan, to which I will refer in a moment, had to
3 have taken place prior to the date of this payment to Mr. Lawlor.
4 Because Mr. Dunlop will say that the meeting at which Mr. Lawlor requested
11:22:02 5 these monies he told him what fees he had agreed with Mr. O'Callaghan, and
6 that Mr. Lawlor demanded half of those fees.
7
8 Mr. Dunlop agrees that Mr. Lawlor arranged the meeting and parties came to
9 him from Leinster House. At this first meeting Mr. Dunlop learnt that
11:22:18 10 Mr. Gilmartin and Mr. O'Callaghan had joined forces. Mr. Callaghan, Mr.
11 Dunlop and Mr. Gilmartin all agreed that Mr. Gilmartin did not want Mr.
12 Dunlop involved in Quarryvale. At this meeting Mr. Dunlop learnt of the
13 support of two councillors for the Quarryvale project, namely, Mr. John
14 Gilbride and Mr. Colm McGrath. And that that these councillors had a
11:22:42 15 close relationship with Mr. Gilmartin.
16
17 Notwithstanding Mr. Gilmartin's stated opposition Mr. O'Callaghan decided
18 Mr. Dunlop believes on the recommendation of Mr. Lawlor, to retain Mr.
19 Dunlop's services. On a date subsequent to this initial meeting
11:22:54 20 involving all four parties Mr. O'Callaghan met with Mr. Dunlop alone.
21 According to Mr. Dunlop, Mr. O'Callaghan told Mr. Dunlop that Mr.
22 Gilmartin did not want to be involved with Mr. Dunlop because of Mr.
23 Dunlop's perceived relationship with Mr. Lawlor.
24
11:23:10 25 It is agreed by Mr. O'Callaghan, Mr. Dunlop, at this the second meeting
26 they agreed that Mr. Dunlop could invoice professional fees through
27 Shefran Limited, a Frank Dunlop company. The fees were agreed for 1991
28 in the sum of 100,000 pounds. And this was to be paid within the first
29 three months. Between the 25th of March 1991 and the 13th of June 1991,
11:23:38 30 80,000 pounds was paid.

11:23:40 1 The stated purpose of this was said to have been a desire to keep Mr.
2 Gilmartin unaware of Mr. Dunlop's involvement. However, both Mr. Dunlop
3 and Mr. O'Callaghan accept directly and incorrectly that Mr. Dunlop's
4 involvement must have been disclosed to and known to Mr. Gilmartin because
11:23:57 5 in addition to Shefran providing invoices, Frank Dunlop & Associates
6 Limited were also providing invoices to Barkhill, Riga in connection with
7 Quarryvale expenses. Also, Mr. Gilmartin was present on the 16th of May
8 1991 at a function to celebrate the change of proposed zoning namely the D
9 zoning achieved on the Quarryvale lands and according to Mr. O'Callaghan
11:24:20 10 thanked Mr. Dunlop for his assistance.

11
12 In this initial period of engagement between Mr. Dunlop and his companies
13 on the one hand and Mr. O'Callaghan and his companies on the other hand,
14 two source of invoices were employed by the agreement of Mr. O'Callaghan
11:24:36 15 and Mr. Dunlop. The documents discovered to the Tribunal reveal that two
16 separate sources of invoices were used.

17
18 1. Round figure invoices with no VAT component were invoiced from
19 Shefran Limited and on occasion from Frank Dunlop & Associates Limited to
11:24:53 20 Riga and Barkhill. And these are the professional fees which were billed
21 via this company.

22 Other invoices, usually not round figure and sometimes including VAT were
23 invoiced from Frank Dunlop & Associates Limited to Riga and Barkhill.
24 And these were the expenses incurred by Frank Dunlop & Associates in
11:25:14 25 connection with the Quarryvale project.

26
27 Between the 25th of March 1991 and the end of December 1992, a 21 month
28 period which encompassed the two critical votes in Dublin County Council
29 of the 16th of May 1991 and 17th of December 1992, Shefran raised six
11:25:34 30 invoices in total, four to Riga and two to Barkhill. The amounts range

11:25:38 1 from 15,000 pounds to 40,000 pounds and the total amount of the invoices
2 was 175,000 pounds.
3
4 No VAT was charged by Shefran and the services were described as
11:25:51 5 professional, strategic communications and educational services on five
6 invoices: 4804, 4849, 4994, 6941 and 7143, and is described as
7 "professional advice re development in north Clondalkin" on one invoice at
8 8900.
9
11:26:30 10 In the same 21 month period net, i.e. exclusive of VAT, invoices totalling
11 234, 913.08 pounds approximately were raised by Frank Dunlop & Associates
12 Limited to Riga and on one occasion to Barkhill. Included in the latter
13 sum of 234, 913.08 pounds was an invoice for 70,000 pounds for the
14 all-purpose National Stadium, 7723. This latter sum of 70,000 pounds did
11:27:03 15 not have a VAT element.
16
17 The war chest. Mr. Dunlop has previously told the Tribunal in evidence
18 that he had operated a war chest. This was an amalgamation of funds from
19 various developers. Some of these were lodged to various bank accounts.
11:27:20 20 According to Mr. Dunlop he was accustomed to retain sums in cash and when
21 making lodgments would often keep back cash. From these accounts he made
22 withdrawals and utilised funds to make cash payments, including payments
23 to councillors. Insofar as the Shefran funds and the National Stadium
24 funds of 70,000 pounds referred to above were received by Mr. Dunlop and
11:27:43 25 lodged by him to a bank account and not all of these funds were lodged to
26 any bank account, they were lodged almost exclusively to these bank
27 accounts. I will describe these bank accounts as the war chest accounts.
28 In other words, Mr. Dunlop was putting these funds into an amalgamated
29 fund partly used by him, he says, to pay councillors for their support.
11:28:05 30

11:28:05 1 The war chest accounts include the following:
2
3 One, account No. 284491/910 held at the Irish Nationwide Building Society
4 in the name of Frank and Sheila Dunlop.

11:28:23 5
6 Two, account No. 03375042 held at Allied Irish Bank, Rathfarnham Road,
7 Terenure in the name of Frank and Sheila Dunlop.
8
9 Three, account No. 48181083 held at Allied Irish Bank, College Street in
11:28:36 10 the name of Shefran Limited.
11
12 In addition, Mr. Dunlop maintained an offshore company in Jersey which had
13 bank accounts at Midland Bank in Jersey. Further funds paid abroad were
14 deposited to the credit of this company Xerxes consult Jersey Limited.

11:28:52 15 Whilst there will be evidence about all payments passing between Riga and
16 Barkhill to Mr. Dunlop or Mr. Dunlop's companies, there are a number of
17 invoices that require close inquiry by the Tribunal and they are the
18 following invoices.
19

11:29:05 20 The first are the six invoices from Shefran to Riga and Barkhill. The
21 first is document 4840, which is an invoice in the amount of 25,000 pounds
22 and it's dated 25th of March 1991.
23
24 The second is document No. 4849, in the amount of 40,000 pounds and the
11:29:32 25 invoice is dated 2nd of April 1991.
26
27 The third is document 4994 in the amount of 15,000 pounds date the 1st of
28 May 1991.
29

11:29:36 30 The fourth is document 6941, in the amount of 40,000 pounds dated 20th of

11:29:42 1 March 1992.
2
3 The fifth is document 7143, in the amount of 30,000 pounds dated the 30th
4 of April 1992.

11:29:51 5
6 The sixth document is No. 8900, in the amount of 25,000 pounds on the
7 invoice dated the 18th of December 1992.
8
9 The total amount claimed by Shefran on foot of these invoices, and paid
11:30:08 10 was 175,000 pounds. And insofar as this sum of 175,000 pounds is
11 concerned 78,347.37 pounds were lodged to what I have previously described
12 as the war chest bank accounts. 20,652.63 pounds was lodged to a loan
13 account and 76,000 pounds remains unaccounted for as cash in the hands of
14 Mr. Dunlop. The I understand that the stenographer would like a break.

11:30:39 15
16 CHAIRMAN: We'll break for ten minutes. We'll break for ten minutes.
17
18 **The Tribunal then adjourned briefly and resumed as follows:**
19

11:31:19 20 MS. DILLON: Just to recap. The figure 175,000 pounds that was paid to
21 Shefran, 78,347.47 was lodged to what I have described as Mr. Dunlop's war
22 chest accounts. 20,652.63 was lodged to a loan account. 76,000 pounds
23 of it remains unaccounted for by Mr. Dunlop.
24

11:43:09 25 2. The second set of invoices that will require close examination by the
26 Tribunal are invoice 7723, which is dated 20th of July 1992 in amount of
27 70,000 pounds which is attributable -- 7723 -- attributable to the all
28 purpose National Stadium. The second invoice page reference 9691, dated
29 10th of June 1993, in the sum of 25,000 pounds.
30

11:43:47

11:43:47 1 Insofar as all of the eight invoices are concerned, none of them bear an
2 invoice number. None of them include a claim for VAT. In the case of
3 the 70,000 pounds invoice, which was at 7723 when it was received by Mr.
4 Dunlop it was lodged to a war chest account and never accounted for
11:44:03 5 otherwise in the hands of Mr. Dunlop.
6
7 Insofar as the 25,000 pounds paid on foot of invoice at 9691 is concerned,
8 it was paid by cheque, which was cashed by Mr. Dunlop and the utilisation
9 of these funds in the hands of Mr. Dunlop remains unexplained by him. No
11:44:22 10 portion of this cheque of 25,000 pounds was lodged to any account of Mr.
11 Dunlop's known to the Tribunal war chest or otherwise. The significant
12 features of this Shefran invoices totalling 175,000 pounds and the two
13 Frank Dunlop & Associates Limited invoices totalling 95,000 pounds.
14
11:44:41 15 1. They are all round figure sums ranging from 15,000 to 70,000 pounds.
16 2. Six are paid to a separate company Shefran.
17 3. No value added tax was charged.
18 4. The invoices did not bear any invoice number unlike the other
19 invoices issued from Frank Dunlop & Associates Limited.
11:45:02 20 5. No break down or back up for the invoices.
21 6. Insofar as these funds were lodged to a bank account by Mr. Dunlop,
22 and not all of them were lodged to bank accounts. They were lodged
23 subject to the lodgement of the loan account of 25,652.63 mentioned above
24 to the accounts described as the war chest accounts.
11:45:23 25 7. They were not lodged to the bank accounts of Frank Dunlop &
26 Associates.
27 8. The cash receipts book of Frank Dunlop & Associates did not record
28 these payments.
29 9. It would appear that these payments were not disclosed at the time of
11:45:37 30 receipt or in the accounting period to the auditors of Shefran Limited.

11:45:40

1

2

10. There was no proper audit or accounting of these funds by Shefran or Mr. Dunlop until such time as the a Tribunal had commenced investigation of Mr. Dunlop.

3

4

11:45:52

5

6

The method and system of these payments differ from that employed in the other payments passing between Riga and Barkhill on the one hand and Mr. Dunlop and his companies on the other. It may be that in operating two separate simultaneous but different systems of payment, that

7

8

9

11:46:07

10

Mr. O'Callaghan and Dunlop had some mutual purpose that suited both parties. The Tribunal has not yet been advised of any compelling reason that would have required these payments to have been made in these separate and distinct manners.

11

12

13

14

11:46:22

15

The Tribunal will inquire into all of the circumstances surrounding these payments including all documentation, their sources, utilisation and treatment, both in the hands of Riga and Barkhill and respective advisors and Mr. Dunlop and his related companies and advisors. So as to establish the true nature, purpose and reason for these payments.

16

17

18

19

11:46:45

20

The all purpose National Stadium.

21

22

As already stated, two invoices were raised by Frank Dunlop & Associates Limited allegedly in connection with the all purpose National Stadium.

23

24

11:47:00

25

The first is an invoice in the amount of 70,000 pounds, 7723. And the second is an invoice in the sum of 25,000 pounds, 9691. The total amount was 95,000 pounds.

26

27

28

The National Stadium issue.

29

11:47:17

30

The town centre planning application by Merrygrove on the Lucan/Clondalkin lands at Neilstown/Balgaddy was withdrawn on the 20th of May 1991 while

11:47:23 1 under appeal to An Bord Pleanála. In order for the Quarryvale zoning to
2 continue, it was necessary for the developers not to loose control of the
3 Lucan Clondalkin town centre site. On the 29th of May 1991, nine days
4 after the planning application was withdrawn, Councillor Colm McGrath
11:47:40 5 wrote to Frank Fahy, then Minister for Sport, suggesting a National
6 Stadium for the Lucan/Clondalkin town centre site, 5153.
7
8 In the course of the first public display of the 1991 Dublin draft
9 Development Plan between the 2nd of September 1991 and the 3rd of December
11:48:01 10 1991, O'Callaghan Properties Limited made representation to Dublin County
11 Council proposing a National Soccer Stadium on the old Lucan/Clondalkin
12 town centre lands at Neilstown/Balgaddy. This will be dealt with in more
13 later when I come to the zoning and planning.
14
11:48:18 15 By the end of August 1993, it appears according to the books and accounts
16 of Riga a sum of 425,332.59 pounds approximately had been spent in
17 connection with the stadium project. But it is not altogether clear that
18 the costs and expenses so itemised relate in fact to the stadium project.
19 Included in this figure are payments made to Councillors Colm McGrath and
11:48:43 20 Sean, otherwise John Gilbride by or on behalf of Mr. O'Callaghan and his
21 companies.
22
23 There were a number of meetings involving Mr. Dunlop, Mr. O'Callaghan and
24 Mr. Ambrose Kelly with Government ministers, all of whom to a lesser or
11:48:57 25 greater extent appear to have been supportive of the National Stadium
26 project up to 1994. It appears that Mr. John Deane credited Mr. Albert
27 Reynolds with having introduced potential financiers to the project to
28 Mr. O'Callaghan, that can be found at 9242. There were also meetings
29 with Mr. Bertie Ahern, then Minister for Finance. Additionally it was
11:49:18 30 believed by some of those promoting Quarryvale that a viable project on

11:49:23

1 the Lucan Clondalkin town centre site at Neilstown was and would be a
2 material factor for a number of councillors in deciding to vote in favour
3 of the retail zoning for Quarryvale.

11:49:34

4
5 There is documentation that suggests that the introduction of the National
6 Stadium project was a stratagem devised to provide an acceptable
7 alternative use for the lands so as to make the proposed retail zoning on
8 Quarryvale more acceptable to, amongst others, the local councillors and
9 that is itemised at document 9242.

11:49:55

10
11 The late Mr. Liam Lawlor advised the Tribunal that he put forward the
12 proposal that the Lucan Clondalkin town centre at Neilstown, Balgaddy were
13 ideally located to develop a National Soccer Stadium. Whilst it is at
14 weren't present unclear all of the parties agree, Mr. Lawlor has stated
15 that a company Leisure Island Limited was to be formed and that solicitors
16 were to be instructed to draw up a shareholders or partnership agreement
17 with the four participants each holding 25%. The four participants were
18 stated to be: Mr. Liam Lawlor, Mr. Owen O'Callaghan, Mr. Ambrose Kelly
19 and Mr. Frank Dunlop.

11:50:13

11:50:33

20
21 Mr. Lawlor also stated that Messrs. O'Callaghan, Kelly and Dunlop were to
22 hold his, Mr. Lawlor's, 25% share in trust for his benefit. And that can
23 be found at 2597. Certainly by July of 1994 Mr. Dunlop was writing to
24 Mr. O'Callaghan stating that Mr. O'Callaghan and Mr. Kelly were to have
25 25% each and he, Mr. Dunlop, to have 50%. Ultimately the project came to
26 naught, but it appears to be the position that it was understood that
27 Mr. Lawlor's involvement and beneficial interest in the project, if it
28 progressed, were to be kept and remain secret and hidden. At that time
29 Merrygrove was owned by Mr. Gilmartin, Riga and Allied Irish Bank. The
30 Tribunal will inquire into whether there was such an agreement to

11:50:54

11:51:18

11:51:27 1 potentially hold Mr. Lawlor's share in trust for him and if so, the
2 reasons for this secrecy. And who exactly was aware of Mr. Lawlor's
3 involvement with this project. The Tribunal will also inquire into
4 whether the payments attributed to the National Stadium project in the
11:51:37 5 books of Riga were in fact occurred in this project or otherwise.
6
7 The other re -- the other payments to Mr. Frank Dunlop and/or Frank Dunlop
8 & Associates from Riga/Barkhill Mr. O'Callaghan.
9
11:51:54 10 The total payments to Frank Dunlop, Frank Dunlop & Associates and Shefran
11 Limited from Riga and Barkhill between March 1991 and April 2001 amount to
12 a sum of 1,808,541 pounds, inclusive of VAT in some cases that is
13 1,808,541 pounds. The breakdown of this figure is as follows: The
14 payments raised against Shefran 175,000 pounds.
11:52:24 15 The two payments on invoices raised by Frank Dunlop & Associates of 25,000
16 and 70,000 totalling 95,000.
17 Riga payments reimbursed by Barkhill 49,806 pounds.
18 Consultancy payments and expenses to Frank Dunlop and Frank Dunlop and
19 Associates 1,124,354 pounds.
11:52:49 20
21 And lastly, payments to Frank Dunlop or Frank Dunlop & Associates in
22 respect of legal fees incurred by him in his dealings with the Tribunal
23 364,380. Total 1,808,541 pounds.
24
11:53:05 25 Included in the figure of 1,124,354 pounds is a sum of 500,000 pounds plus
26 VAT making a total sum of 605,000 pounds.
27
28 The breakdown of that sum 605,000 pounds is as follows:
29
11:53:23 30 Document 12764. A figure of 100,000 pounds net of VAT in January 1997

11:53:30 1 described on the invoice as professional services rendered.
2
3 2. Document 13156, a figure of 100, 000 pounds net of VAT in May 1998
4 described on the invoice as professional services rendered.
11:53:45 5
6 3. 300,000 pounds net of VAT in October 1998 described as part payment
7 success fee re extension of Liffey Valley development. 13302.
8
9 It is understood that these particular funds of 300,000 pounds plus VAT
11:54:05 10 were mainly used by Mr. Dunlop to discharge a liability to the Revenue
11 Commissioners arising from the disclosure of the funds received by him
12 including those received by Shefran from Riga and Barkhill. These
13 particular invoices in total amount 500,000 pounds together with VAT were
14 invoiced by, received by and accounted for in the books and accounts of
11:54:29 15 Frank Dunlop & Associates Limited. The Tribunal is not aware of any
16 involvement on the part of Shefran in receipt of these payments.
17
18 The apparent reimbursement of legal fees amount of 365,380 to Mr. Dunlop.
19 The figure of 364,000. The figure of 364,380 for legal fees relates to a
11:54:54 20 reimbursement by Riga to Mr. Dunlop of legal fees apparently incurred by
21 him in connection with his dealings with the Tribunal. Frank Dunlop &
22 Associates Limited between the 13th of November 1998 and 11th of July 2000
23 issued invoices to Riga. Following inquiry from the Tribunal, Mr. Dunlop
24 has told the Tribunal that on the basis that his involvement with the
11:55:15 25 Tribunal arose from his engagement in respect of Quarryvale, Mr. Owen
26 O'Callaghan agreed that Mr. Dunlop's legal fees would be reimbursed by
27 Riga and that invoices could be raised to Riga.
28
29 On the same inquiry being made of Mr. Owen O'Callaghan. He has told the
11:55:33 30 Tribunal because of his belief that Mr. Dunlop's involvement with the

11:55:36 1 Tribunal flowed from allegations against him, Mr. Dunlop, arising from his
2 involvement in the Quarryvale project, he agreed to refund Mr. Dunlop his
3 legal costs. He believed, that is Mr. O'Callaghan believed, the
4 allegations of improper payments in connection with Quarryvale to be
11:55:53 5 false. He also believed Mr. Dunlop was telling him the truth.
6 Mr. O'Callaghan also says that Mr. Dunlop assured him that his involvement
7 with the Tribunal arose from Quarryvale only. Mr. O'Callaghan says that
8 Mr. Dunlop's April 2000 evidence came as a total surprise to him. It
9 became clear to him that Mr. Dunlop's involvement with the Tribunal was
11:56:19 10 not limited to either Mr. Gilmartin's allegations or Mr. Dunlop's
11 involvement in Quarryvale. Therefore, he decided to cease his assistance
12 to Mr. Dunlop.
13
14 The Tribunal will inquire into all of the financial transactions including
11:56:29 15 those above, passing between Riga Barkhill and Mr. O'Callaghan on the one
16 hand and Mr. Frank Dunlop and his related companies including Frank Dunlop
17 & Associates Limited and Shefran on the other hand as to establish the
18 nature and purpose of all of these payments.
19
11:56:45 20 The Tribunal will also seek to establish the state of knowledge of the
21 parties who were involved in these payments, including but not limited to
22 Mr. John Deane a shareholder in Riga and Mr. O'Callaghan's de facto
23 partner, Allied Irish Bank and its various employees and the accountants
24 involved in preparing the accounts of the various companies.
11:57:03 25
26 The Tribunal will also inquire as necessary into the treatment of these
27 payments or funds in the books and accounts of both companies i.e. the
28 paying and recipient company. The Tribunal will inquire into the
29 treatment of payments or funds in the hands of the recipient Mr. Dunlop
11:57:20 30 and utilisation or disbursement of these funds or part of them by him.

11:57:24 1
2 The services provided by Mr. Frank Dunlop.
3 Quarryvale was described by Mr. Dunlop as his biggest project in 1991 and
4 1992. Essentially he was retained in order to obtain a town centre
11:57:36 5 commercial retail zoning on the Quarryvale lands. As already stated, a
6 motion proposing this signed by Councillor Colm McGrath was lodged with
7 Dublin County Council on the 15th of February 1991. On 16th of May 1991
8 the Quarryvale lands were zoned -- rezoned to D major town centre by
9 Dublin County Council in the first review of the Development Plan, albeit
11:58:00 10 subject to a cap.
11
12 This was the best possible result but in June 1991 the Local Elections
13 intervened with a major change of personnel in Dublin County Council.
14 Mr. Liam Lawlor, amongst others, lost his seat on Dublin County Council.
11:58:16 15 Ultimately, on the 17th of December 1992 in the secondary view of the
16 Development Plan by Dublin County Council, a new zoning of a combined or
17 joint C and E, being a combination of district town centre and industrial,
18 was confirmed by Dublin County Council for Quarryvale and full details
19 will be dealt with when I come to deal with the planning. But the key
11:58:39 20 planning dates should be noted; 15th of February 1991, motion to rezone
21 the Quarryvale lands was lodged. On the 13th of May 1991, there was a
22 meeting between the Chairman of Dublin County Council, Councillor Tommy
23 Boland with Green Properties, leading to a compromise that resulted in an
24 amending motion being lodged. That amending motion was signed by
11:59:01 25 Councillors Tom Hand, Colm McGrath and Finbarr Hanrahan.
26
27 On the 16th of May, 1991 the Quarryvale lands were rezoned to D, major
28 town centre and E with a cap of a 500,000 square feet retail zoning. On
29 the 27th of June 1991 the Local Elections took place. 5100. On the
11:59:24 30 17th of December 1992, the Quarryvale zoning was amended to C and E a

11:59:31 1 combination of district town centre and industrial with a retail cap at
2 250,000 square feet. 17th of December, the Lucan Clondalkin town centre
3 lands at Neilstown Balgaddy were rezoned back to D, major town centre.
4 In June of 1993 there was a significant amendment to the written
11:59:49 5 statement.
6
7 Throughout this period Quarryvale was Mr. Dunlop's biggest project. He
8 arranged and attended numerous meetings and arranged for Mr. O'Callaghan
9 to attend many meetings, including meetings with nearly all of the
12:00:05 10 councillors. He paid expenses on behalf of Mr. O'Callaghan and Riga and
11 Barkhill for which he was reimbursed and which were he says, agreed in
12 advance with Mr. O'Callaghan. In addition to providing public relations
13 services to Mr. O'Callaghan and his companies, Mr. Dunlop says that he
14 also paid money to councillors to secure and/or maintain their support for
12:00:24 15 the Quarryvale project. Mr. O'Callaghan says he did not instruct or
16 authorise Mr. Dunlop to pay monies on his behalf to any politician for his
17 or her vote. Although -- although Mr. Gilmartin says that he objected to
18 Mr. Dunlop's involvement in the project because he says he had heard that
19 Mr. Dunlop was "a bag man for politicians on the take". Some councillors
12:00:56 20 who were supportive of Quarryvale lost their seats in the Local Election
21 of June 1991 and as a result, there were new faces on Dublin County
22 Council after that election, which according to Mr. Dunlop led to further
23 or increased activity on his part.
24
12:01:07 25 The payments by Mr. Dunlop and the payments by Mr. O'Callaghan. Both
26 Mr. O'Callaghan and Dunlop say that they made payments to politicians.
27 Their position on these payments are radically different. Mr. Dunlop's
28 position is that he made payments including those he alleges were corrupt
29 payments. In other words, payments made with a view to securing or
12:01:26 30 maintaining councillor support for Quarryvale. He also says that he made

12:01:32 1 bona fide political payments and provided other support to councillors
2 with no strings attached.
3
4 Mr. O'Callaghan's position is that he only gave bona fide political
12:01:44 5 donations and support and that he did so to amongst others, to members of
6 Dublin County Council. Also agreed to remunerate the late Mr. Liam
7 Lawlor. Mr. O'Callaghan say that is he was not aware of Mr. Dunlop's
8 corrupt activities in connection with Quarryvale. Likewise, Mr. Dunlop
9 does not say that Mr. O'Callaghan, Mr. Deane, Allied Irish Bank or Mr.
12:02:03 10 Gilmartin were aware of his corrupt activities.
11
12 In turn therefore, I will turn to look at the categories of payments or
13 support to politicians by 1, Mr. Dunlop and 2. Mr. O'Callaghan and/or his
14 companies. what I propose to outline in the first instance are the
12:02:19 15 allegedly corrupt payments that Mr. Dunlop says that he made to the
16 councillors in connection with securing and maintaining their support for
17 Quarryvale.
18
19 Mr. Dunlop.
12:02:29 20 Mr. Dunlop says that he provided two forms of support. One, the
21 allegedly corrupt payments. In this Mr. Dunlop says he made direct
22 payments of money to councillors in order to secure or maintain their
23 support for Quarryvale. These payments are the allegedly corrupt payments
24 and the allegations are denied by the various councillors identified by
12:02:50 25 him as having been in receipt of the alleged payments.
26
27 2. Non-corrupt assistance. In addition to making direct payments of
28 money, Mr. Dunlop says that he provided indirect support to some
29 councillors by way of printing services, other assistance and direct
12:03:04 30 payments of money, which Mr. Dunlop says were not made for a corrupt

12:03:09 1 purpose.

2

3 Mr. Owen O'Callaghan.

4 One, payments by Mr. O'Callaghan and/or his related companies to

12:03:18 5 councillors, political parties and individuals. Mr. O'Callaghan says

6 that he himself directly and through Riga and O'Callaghan Properties

7 Limited made direct payments to councillors, political parties and

8 individuals within political parties. Mr. O'Callaghan denies that he

9 ever paid anyone in return for a political favour or support. He did

12:03:39 10 agree to remunerate the late Mr. Liam Lawlor. Mr. O'Callaghan describes

11 all of these direct payments by him or his companies, as political

12 contributions and in two cases involving Mr. Lawlor as remuneration.

13

14 3167. 2. The commercial relationship between Mr. O'Callaghan through

12:03:55 15 his companies with companies associated with certain councillors.

16

17 Mr. O'Callaghan through his company had a commercial relationship with

18 certain councillors in that through Riga and Barkhill, companies

19 associated with certain councillors were retained to provide services to

12:04:11 20 Barkhill such as security and insurance in connection with the Quarryvale

21 lands. I propose to deal in the first instance with the payments that

22 are allegedly corrupt that were made by Mr. Frank Dunlop to councillors.

23 Sorry -- Alleged to have been made by Mr. Frank Dunlop to councillors.

24

12:04:26 25 The corrupt payments by Mr. Frank Dunlop.

26 The following are the councillors alleged to have been paid by Mr. Dunlop

27 in return for security or maintaining their support for Quarryvale.

28

29 1. Mr. Liam Lawlor. The late Mr. Liam Lawlor. Other than the payments

12:04:42 30 outlined in the course of the public evidence in the first part of this

12:04:46 1 module, it is not suggested that Mr. Gilmartin made any payments to
2 Mr. Liam Lawlor. Mr. O'Callaghan as i have already indicated, did make
3 payments to Mr. Liam Lawlor which I will deal with later. The following
4 are the payments alleged by Mr. Dunlop to have been made by him to
12:05:00 5 Mr. Liam Lawlor in connection with Quarryvale.
6
7 1. 22nd of January 1991, 5,000 pounds in cash. According to Mr. Dunlop
8 he paid Mr. Lawlor 5,000 pounds in cash because Mr. Lawlor claimed to have
9 been responsible for introducing Mr. Dunlop to Mr. O'Callaghan. Mr.
12:05:18 10 Lawlor sought half of the fee that Mr. Dunlop had agreed with
11 Mr. O'Callaghan. Mr. Dunlop says that he agreed to this and he initially
12 paid him 5,000 pounds in cash on the 22nd of January 1991. Inquiries by
13 the Tribunal have established that there was a payment bring way of a
14 cheque drawn on the current account of Frank Dunlop & Associates cheque
12:05:38 15 No. 5004084577. And debited to Mr. Dunlop's account on the 31st of
16 January 1991.
17
18 The cheque payments book of Frank Dunlop & Associates attribute this
19 cheque to CoMex trading corporation as outlay clients. This is an
12:06:00 20 incorrect attribution if the cheque was paid to Mr. Lawlor. Another
21 company named Gangly International was later used by Mr. Liam Lawlor in
22 the provision of a false invoice to Mr. Dunlop in the sum of 25,000
23 pounds, which was paid by Mr. Dunlop and which I will deal with later.
24
12:06:15 25 In addition, Mr. Dunlop had in his own books of records previous entries
26 of CoMex. It was identified by him as being the source of a lodgement to
27 the accounts of Frank Dunlop & Associates. The amount lodged attributed
28 to CoMex to the accounts of Frank Dunlop & Associates is a sum of
29 Stg79,550 pounds, which translated into an Irish punt lodgement of
12:06:41 30 86,605.81 made on the 31st of October 1991. 6176.

12:06:50 1
2 There is a lodgement of 86,605.81, which is attributable to CoMex in the
3 books and accounts of Mr. Frank Dunlop. Mr. Dunlop has been asked to
4 identify the source and purpose of these CoMex payment to his account so
12:07:09 5 far has failed to do so.
6
7 The late Mr. Liam Lawlor's position.
8 Prior to his death, the late Mr. Liam Lawlor confirmed receipt of a
9 contribution from Mr. Dunlop, although he dated it as being for the
12:07:22 10 November 1992 General Election. Mr. Dunlop says that he made a separate
11 payment to Mr. Dunlop in November 1992. Sorry -- Mr. Dunlop says
12 separate payment to Mr. Lawlor in November 1992.
13
14 Although Mr. Lawlor did not specifically deal with this alleged payment by
12:07:39 15 Mr. Dunlop in documents provided to the Tribunal, he disclosed a lodgement
16 of 5,000 pounds to the National Irish Bank account of his son Niall
17 Lawlor, account No. 91101986 on the 29th of January 1991. The record as
18 provided to the Tribunal i.e. the lodgement slip records on the reverse
19 "cheque 500408 drawn on account 11253067 drawer Frank Dunlop & Associates.
12:08:14 20 4576.
21
22 This is the lodgement of 5,000 pounds and the reverse of that at 5477.
23 Attributes the drawer of the cheque as being Dunlop & Associates and the
24 account numbers that are given, are the account numbers of Mr. Dunlop's
12:08:40 25 accounts. This document appears to establish that a cheque for 5,000
26 pounds drawn on Frank Dunlop & Associates in favour of CoMex was lodged on
27 the 29th of January 1991 to the National Irish Bank account of Nile
28 Lawlor. The late Mr. Liam Lawlor, in an affidavit in the High Court
29 sworn in the currency of earlier proceeding between the Tribunal and
12:09:01 30 himself averred to the fact that in the early 1990, certain bank accounts

12:09:05 1 in the name of Niall Lawlor were operated by Niall Lawlor for the benefit
2 of Mr. Liam Lawlor due to Mr. Liam Lawlor's then serious financial
3 situation.
4

12:09:16 5 14272. I just want to quote from document 14272. This is part of an
6 affidavit that was sworn by the late Mr. Liam Lawlor in proceedings in the
7 High Court. As a result of this these conversations I have been reminded
8 by Niall that during the early 1990s he operated a small number of bank
9 accounts which have not previously been discovered herein wholly or partly
10 for my benefit. The accounts in question were insofar as we can recall
11 in Niall's name and were operated at the time by Niall for my benefit, due
12 to the fact of very serious financial situation I found it difficult to
13 operate my normal banking arrangements as I would have wished. The
14 accounts in question were maintained at the following banks; National
12:10:13 15 Irish Bank at its branch at 98 South Circular Road, Dublin 8. And later
16 I put Niall in funds to lodge to the credit of these accounts "
17
18 This account identified by Mr. Lawlor is the account into which this sum
19 of 5,000 pounds was lodged and the source of the 5,000 pounds appears to
12:10:37 20 be a cheque drawn in favour of CoMex that was drawn on the account of
21 Frank Dunlop & Associates.
22
23 Payment No. 2. 5th of April 1991, 5,000 pounds cash. Mr. Dunlop's
24 position. According to Mr. Dunlop he paid 5, 000 pounds in cash for and
12:11:00 25 on behalf of Mr. Liam Lawlor which was collected by Mr. Liam Lawlor's
26 brother Noel Lawlor at the time of the Local Elections in 1991. Mr.
27 Dunlop dates this payment as having occurred on 5th of April 1991. The
28 source of the 5,000 pounds cash alleged to have been paid is likely to
29 have been a cheque No. 500487 drawn on account No. 11253067 of Frank
12:11:19 30 Dunlop & Associates, which is analysed under sundries in the cheque

12:11:22 1 payments book of Frank Dunlop & Associates. The letter of
2 acknowledgement from Fianna Fail headquarters with an address of
3 Ballyfermot Road, does not refer to any amount handwritten note 1796,
4 please, at the bottom which says "5,000 cash to 5491 NL which Mr. Dunlop
12:11:46 5 notation says was made by him his record of paying 5,000 pounds in cash to
6 Mr. Noel Lawlor.

7
8 The late Mr. Liam Lawlor's position. In relation to this specific
9 allegation the late Mr. Liam Lawlor's position was that he recollected a
12:12:00 10 contribution of 4,000 pounds in the June 1991 Local Election but he noted
11 Mr. Dunlop's position that the payments at this time were 8,500 and that
12 he would address the matter if cheques were available. He advised that
13 he would have issued a standard receipt. The letter of acknowledgement
14 from Fianna Fail election headquarters with an address of Ballyfermot
12:12:20 15 Road, does not refer to any amount but contains the handwritten note 5,000
16 cash to NL already referred to. There is no dispute between Mr. Dunlop
17 and the late Mr. Lawlor that monies were paid by Mr. Dunlop to Mr. Lawlor
18 at the time of the Local Election in 1991. But there is a dispute as to
19 the amount.

12:12:36 20
21 Separately, the late Mr. Liam Lawlor told the Tribunal he had received
22 2,000 pounds in political donations from Mr. Dunlop in 1991 but he did
23 not provide any further details. And it is not known if that admission
24 is connected to this payment.

12:12:49 25
26 Mr. Noel Lawlor's position.
27 Mr. Noel Lawlor denies having any communication with Mr. Dunlop for
28 Mr. Liam Lawlor although he admits that he had met Mr. Dunlop.

29
12:13:00 30 Payment No. 3, June 1991 3,500 pounds. According to Mr. Dunlop he paid

12:13:06 1 3,500 pounds to Mr. Liam Lawlor by cheque from Frank Dunlop & Associates
2 current account. Mr. Noel Lawlor requested the money on behalf of his
3 brother, he said, the late Mr. Liam Lawlor. Mr. Noel Lawlor's position is
4 that he denies having any communication with Mr. Dunlop for Mr. Liam
12:13:21 5 Lawlor although he admits that he had met Mr. Lawlor. The late Mr. Liam
6 Lawlor's position in relation to this allegation, is that he recollects a
7 contribution of 4, 000 pounds in the June 1991 Local Election but he notes
8 Mr. Dunlop's position that the payments were 8,500 and that he would
9 address the matter if cheques were available. He would have issued a
12:13:40 10 standard receipt.
11
12 At 1798 there is a letter of acknowledgement for a receipt of 3,500
13 pounds, under the heading Fianna Fail Dublin west, Palmerstown, election
14 headquarters.
12:13:54 15
16 Payment No. 4. 40,000 pounds in cash between 16th of May 1991 and early
17 June 1991.
18
19 According to Mr. Dunlop he paid 40,000 pounds in cash to Mr. Lawlor. In
12:14:06 20 Mr. Dunlop's office at Mount Street in late May early June 1991. Mr.
21 Dunlop says he had agreed to pay Mr. Lawlor half of his professional fee
22 for Quarryvale which was 100,000 pounds. At this time Mr. Dunlop had
23 received 65,000 pounds of this and was due to receive another 15,000
24 pounds making a payment total of 80,000 pounds.
12:14:29 25
26 Mr. Lawlor agreed to take half of this amount i.e. 40,000 pounds which Mr.
27 Dunlop says that he paid to Mr. Lawlor in cash in his office in Mount
28 Street.
29
12:14:40 30

12:14:40 1 The late Mr. Lawlor's position.

2 The late Mr. Lawlor said that he was never paid 40,000 pounds at Frank

3 Dunlop's office although he admits to receiving 60,000 pounds from Mr.

4 Dunlop's in the 90s. A schedule provided to the Tribunal in June 2003 by

12:14:59 5 the late Mr. Liam Lawlor include payments totalling 53,500 which were

6 attributed by him to Frank Dunlop & Associates. The amount attributed by

7 him on that schedule to 1991 was 2,000 pounds.

8

9 Payment No. five. May June Local Election printing. According to Mr.

12:15:19 10 Dunlop Frank Dunlop & Associates paid for election leaflets for Mr. Lawlor

11 in or around this time. The late Mr. Liam Lawlor recollected Mr. Dunlop

12 had told him he had paid a print bill of less than 500 pounds and had made

13 a number of other 1,000 pounds contributions.

14

12:15:34 15 Payment No. six. November 1992, 25, 000 pounds.

16 A General Election was called on the 5th of November 1992 and polling day

17 was on the 25th of November 1992. According to Mr. Dunlop between the

18 4th of November 1992 and the 17th of November 1992 he paid Mr. Lawlor

19 25,000 pounds in cash at Mr. Lawlor's office at the rear of Mr. Lawlor's

12:15:59 20 house at Somerton.

21

22 The late Mr. Liam Lawlor's position.

23 The late Mr. Liam Lawlor recalled Mr. Dunlop coming to his office in Lucan

24 during the November 1992 General Election. And that Mr. Dunlop gave him

12:16:12 25 a 5,000 pounds campaign contribution. He does not state whether it was

26 cash or otherwise. He said that a standard receipt would have been

27 posted to Frank Dunlop's office following a request for it from Mr.

28 Dunlop. There is therefore an admitted payment in November 1992 but the

29 amount and purpose are disputed.

12:16:31 30

12:16:31 1 Payment No. seven. March 1992, 26,000 or 28,000 pounds. According to
2 Mr. Dunlop, he lent 26 or 28,000 pounds to Mr. Lawlor in a transaction
3 involving Mr. Harry Dobson. Mr. Lawlor he says, never repaid this money.
4

12:16:49 5 The late Mr. Liam Lawlor's position. In a letter dated 29th of March
6 2005 at 147129 the late Mr. Liam Lawlor told the Tribunal that he did not
7 recall being a party to Mr. Dobson and Mr. Dunlop's dealings but there is
8 no specific denial of the allegations that 26 or 28,000 pounds had been
9 lent to Mr. Lawlor by Mr. Dunlop. Mr. Lawlor had been specifically asked
10 by the Tribunal to deal with this matter in its letter to him dated 8th of
11 March, 2005. Mr. Lawlor has admitted to receiving an estimated sum of
12 60,000 pounds from Mr. Dunlop described as political contributions to him.

12:17:13 13 And in a schedule provided to the Tribunal in June 2003, the late Mr. Liam
14 Lawlor included payments totalling 53,500 pounds attributed by him to
15 Frank Dunlop & Associates. The amount attributed by him in this schedule
16 to the year 1992 was 3,500 pounds.

12:17:39 17
18 Mr. Lawlor also stated that he, "had numerous business discussions with
19 Frank Dunlop and was a registered consultant. Any dealings I had with
20 Frank Dunlop were conducted on a normal commercial basis".

12:17:56 21
22 Mr. Dobson's position.
23 Mr. Harry Dobson, through his solicitor, has informed the Tribunal that he
24 has "vague recollections" of a meeting with Mr. Dunlop and Mr. Lawlor as
25 described by Mr. Dunlop but he has no recollection of the alleged
26 agreement.

12:18:11 27
28 Payment No. eight. 18th of June 1992 Golf Class . According to Mr.
29 Dunlop 1,000 pounds was paid to Mr. Liam Lawlor, for a golf classic. A
30 cheque payable to Mr. Noel Lawlor.

12:18:27

12:18:30

1

2 The late Mr. Lawlor's position. The late mr. Liam Lawlor recollected
3 that Mr. Dunlop had told him that he contributed to Mr. Liam Lawlor's golf
4 classics over the years.

12:18:39

5

6 Payment No. nine. 11th of March 1997. 25,000 pounds. According to
7 Mr. Dunlop a sum of 25,000 pounds was paid to Mr. Liam Lawlor on foot of
8 an invoice dated 19th of February 1997. 1800. This invoice issued in
9 the name of Gangly International Limited and was raised by the late

12:19:03

10

11 Mr. Liam Lawlor to Frank Dunlop & Associates. The cheque was made out to
12 Gangly International. Mr. Frank Dunlop describes the details on the
13 invoice as false. Mr. Dunlop sought the invoice so that he could make
14 the payment through Frank Dunlop & Associates. Mr. Lawlor, according to

12:19:25

15

16 25,000 pounds. When Mr. Lawlor provided the invoice Mr. Dunlop queried
17 him about the invoice and was told that Mr. Lawlor had organised the
18 matters with Mr. Declan Gangly.

12:19:41

19

20 The late Mr. Liam Lawlor's position. Whilst not dealing with this
21 specific amount or allegation Mr. Lawlor has stated that it was his
22 recollection Mr. Dunlop should have a copy invoice provided by him but it
23 is not known if this is the invoice in question. The Tribunal is not

12:20:00

24

25 aware of any other invoice provided by Mr. Lawlor to Mr. Dunlop. The
26 invoice allegedly provided by Mr. Lawlor to Mr. Dunlop is presently on
27 screen. And Mr. Lawlor has previously accepted in evidence in public
28 that he was accustomed to generating invoices by way of an acknowledgement
29 for political contributions and Mr. Lawlor's evidence in this regard can
30 be found on day 394. By letter dated 1st of May 2002, 12826, please.

12:20:29

30

Mr. Lawlor's then solicitors Messrs. Dermot P Coyne identified a list of
names used by Mr. Lawlor for the purpose of creating invoices.

12:20:30 1 Gangly International was not included on this list but was identified as
2 an entity that received or may have received invoices from Mr. Lawlor in
3 the name of the entities used by him. In that letter Mr. Lawlor's then
4 solicitors identified Mr. Dunlop as a person who may have received such an
12:20:47 5 invoice. And the document on screen, 12826, contains in the first part
6 of the list of the names used by Mr. Lawlor to generate false invoices.
7 The second part of the list details the individuals who would have
8 received such false invoices.
9
12:21:19 10 The position of Gangly International.
11 Mr. Gary Hunter of Gangly International, in a statement to the Tribunal
12 had said that the invoice in question was not a bona fide Gangly
13 International Limited document. And that Gangly International never
14 retained Frank Dunlop or Frank Dunlop & Associates. Nor has it raised
12:30:52 15 any invoice against Frank Dunlop or Frank Dunlop & Associates.
16 Mr. Lawlor has previously publicly told the Tribunal that he created
17 fictitious invoices but did not at that time or subsequently identify
18 Gangly International Limited as a name used by him to prepare such invoice
19 but rather as a possible recipient of such invoice. Mr. Gary Hunter who
12:30:53 20 resides outside the jurisdiction, has recently told the Tribunal that he
21 will not be attending the Tribunal to give evidence but it is believed
22 that Mr. Declan Gangly who can give similar evidence will attend.
23
24 The proceeds of the cheque.
12:30:54 25 The cheque provided by Mr. Dunlop to Mr. Lawlor was dated 11th of March
26 1997 and was endorsed on the back with the signature Declan Gangly.
27 12809, please.
28
29 If we could have 12809 and 1280 together, please.
12:30:55 30 The cheque was endorsed on the back with the signature Declan Gangly.

12:30:55 1 The cheque was negotiated at Ulster Bank Lucan and account No. 80851027 at
2 Ulster Bank in the name of Mr. Pat Murphy, records a cheque lodgement sum
3 of 25,000 pounds on the 11th of March 1997, 12815. According to
4 Mr. Murphy, this lodgement of 25,000 pounds relates to the late Mr. Liam
12:30:56 5 Lawlor and the -- according to Mr. Murphy this lodgement of 25,000 pounds
6 relates to the late Mr. Liam Lawlor and the 4 withdrawals totalling 25,000
7 pounds from the account, between 11th and 27th of March relate to the late
8 Mr. Liam Lawlor also.
9
12:30:57 10 It appears to be the position that the late Mr. Lawlor may have rooted
11 these funds to the accounts of Mr. Murphy with Mr. Murphy's agreement.
12 In the accounts of Frank Dunlop & Associates Gangly International is
13 described as a creditor and the 25,000 pounds is claimed as consultancy
14 expense arriving at taxable profits.
12:30:58 15
16 This Tribunal was established by the Oireachtas on 4th of November 1997.
17 Following that there were the following alleged payments by Mr. Dunlop to
18 Mr. Lawlor.
19
12:30:58 20 No. 10. 28th of August 1998 5,000 pounds. Mr. Frank Dunlop's diary for
21 this date records a notation at page 14474 of 5K LAL which means 5,000
22 pounds Mr. Liam A Lawlor. Mr. Dunlop states that the entry in the diary
23 records the fact that on that day he paid a sum of 5,000 pounds in cash to
24 Mr. Lawlor. He also identifies the probable source of the funds used to
12:30:59 25 pay Mr. Lawlor as the proceeds or partial proceeds of a cheque in the
26 amount 5,000 pounds drawn on Frank Dunlop & Associates and cashed by him.
27 could I have 14261, please.
28
29 The cheque in question was cashed on the 27th of August 1998 and could be
12:31:00 30 the source of the alleged payment to Mr. Lawlor on the 28th of August

12:31:00 1 1998. The late Mr. Liam Lawlor's position. At first recall, Mr. Liam
2 Lawlor had no memory of any such payment having been advanced to him and
3 he doubted the veracity of the entry in Mr. Dunlop's diary and in his
4 statement on this matter at page 14477, he outlines the reasons for his
12:31:01 5 suspicious. Payment No. 11. 8,000 pounds. 3rd of September 1998.
6 The diary of Mr. Frank Dunlop for this day contains notation 8K LAL.
7 Which is at 14475. Mr. Dunlop states the entry in the diary records the
8 fact that on that date he paid a sum of 8,000 pounds in cash to Mr. Lawlor
9 he did so from the proceeds or partial proceeds of a cheque drawn on Frank
12:31:02 10 Dunlop & Associates cashed by him on 3rd of September 1998, the previous
11 day. He identifies the probable source of these funds as the proceeds of
12 this cheque of the 2nd of December 1998 and cashed by him. The cheque
13 was cashed on the 3rd of September 1998 and it could be the source of the
14 alleged payment to the late Mr. Lawlor on 3rd of September 1998.
12:31:03 15
16 The late Mr. Liam Lawlor's position. At first recall the late Mr. Lawlor
17 had no memory of any such payment having been advanced to him and he
18 doubted the veracity of the entry in Mr. Dunlop's diary. And he outlines
19 the reasons for his suspicions at page 14477.
12:31:04 20
21 Payment No. 12. Miscellaneous payments alleged by Mr. Dunlop to have been
22 made to Mr. Lawlor. The payments alleged by Mr. Dunlop at 10 and 11
23 above are stated to have been in addition to a series of payments alleged
24 to have been made to Mr. Lawlor at various times on foot of various
12:31:07 25 requests to Mr. Dunlop by Mr. Lawlor.
26
27 The total amount is alleged to be 10,000 pounds approximately and to have
28 been made between 1992 and 1995. Mr. Dunlop describes the payments at 10
29 and 11 above as being similar in nature to those latter payments.
12:31:07 30 According to Mr. Dunlop these payments were in cash and were made

12:31:07 1 personally by him to Mr. Lawlor at Mr. Dunlop's office usually towards the
2 end of the week.
3
4 The late Mr. Liam Lawlor's position is not known as to the specific
12:31:08 5 allegation in relation to the series of payments alleged between 1992 and
6 1995. Mr. Lawlor had however admitted to receiving an estimated sum of
7 60,000 pounds from Mr. Frank Dunlop, described as political contributions
8 in a payment schedule provided to the Tribunal in June 2003, the late
9 Mr. Liam Lawlor referred to sums totalling 53,500 which were attributed by
12:31:08 10 him to Frank Dunlop & Associates. The amount was broken down by
11 Mr. Lawlor by year as follows. 1991: 2,000. 1992: 3,500. 1993:
12 6,000. 1994: 6,000 and 1995: 38,000.
13
14 The late Mr. Lawlor had also stated that he "had numerous business
12:31:09 15 discussions with Mr. Frank Dunlop and was a registered consultant and any
16 dealings that he had with Mr. Dunlop were conducted on a normal commercial
17 basis".
18
19 The late Mr. Liam Lawlor's position generally in relation to payment by
12:31:10 20 Mr. Dunlop.
21 The late Mr. Liam Lawlor acknowledged that he received monies from Mr.
22 Dunlop. The Fianna Fail inquiry records Mr. Lawlor as admitting at the
23 second interview on the 17th of May 2000 to receiving 12 to 14,000 pounds
24 from Mr. Dunlop in the late 80s early 90s and that Mr. Dunlop may have
12:31:10 25 subscribed to golf classics. He is also recorded as having told the
26 Fianna Fail inquiry that he billed Mr. Frank Dunlop for 38,000 pounds for
27 consultancy services in 1994 or 1995. A subsequent press statement
28 issued by the late Mr. Liam Lawlor, acknowledged receipt of donations
29 minimum order 11,500 from Mr. Dunlop and refers to dealings with Mr.
12:31:11 30 Dunlop which he describes as being on a normal commercial basis.

12:31:11 1
2 On the 14th of August 2001, Mr. Lawlor wrote to Mr. Dunlop and stated he
3 had scheduled his political contributions from Mr. Dunlop and they
4 amounted to 60,000 pounds. That's at 2601. On 29th of January 2001
12:31:12 5 when the late Mr. Lawlor submitted B42 list, being his list of political
6 contributions and consultancy. The amount then attributed by him to Mr.
7 Frank Dunlop had increased from 11,500 to 60,000 pounds approximately.
8 This increase was not explained. He describes the methods of payment
9 cash and cheques but did not have the exact dates of the payment. 60,000
12:31:13 10 pounds was described as political contributions to my election campaign
11 and constituency organisation. It was not described as consultancy. He
12 did he not have the details of the bank accounts into which these funds
13 were lodged.
14
12:31:14 15 Mr. Lawlor at all times denies that he ever sought or was in receipt of
16 monies that ever influenced any of his decisions in public life at local
17 or national level. The late Mr. Lawlor moved from an initial position of
18 12 to 14,000 pounds political contributions from Mr. Dunlop to
19 acknowledgement of 60,000 pounds political contributions from Mr. Dunlop.
12:31:15 20
21 Other than the 5,000 pounds in April 1991 and the 3,500 pounds in June
22 1991 and the Gangly International Limited invoice, the Tribunal has not
23 been furnished with any other invoices or receipts in connection with any
24 monies passing between Mr. Dunlop and Mr. Lawlor. Mr. Frank Dunlop's
12:31:15 25 position generally in relation to payments to the late Mr. Liam Lawlor.
26
27 According to Mr. Dunlop he paid the late Mr. Liam Lawlor a minimum on
28 153,500 pounds between 1991 and 1998. He provided printing services to
29 the late Mr. Lawlor also and for which he has provided invoices to the
12:31:16 30 Tribunal.

12:31:16 1
2 According to Mr. Dunlop one amount of 25,000 pounds was paid by cheque on
3 foot of a false invoice in the name of Gangly International Limited and
4 the vast majority of the balance of the funds were paid in cash. He says
12:31:17 5 that these payments were paid for ongoing advice and support for
6 developments including Quarryvale. Some of these funds were sought by
7 Mr. Lawlor and paid to him because he had introduced Mr. O'Callaghan to
8 Mr. Dunlop as a client. Describes the late Mr. Lawlor as a key
9 strategist in connection with Quarryvale. Mr. Dunlop's diaries and
10 telephone attendances record constant communication between Mr. Liam
11 Lawlor and Mr. Dunlop between 1991 and 1993.
12
13 In addition to the foregoing payments alleged by Mr. Dunlop, Mr. Lawlor
14 was in receipt of payments directly from Mr. Owen O'Callaghan or his
12:31:18 15 related companies which payments are in addition to the payments alleged
16 to have been made by Mr. Dunlop outlined above. These payments which
17 amount to 36,000 pounds will be dealt with later.
18
19 The total amount therefore alleged to have been paid to Mr. Lawlor by Mr.
12:31:29 20 Dunlop and Mr. O'Callaghan's companies between 1990 and 1998 amount to
21 minimum 189,500 pounds of which the late Mr. Lawlor admitted to receiving
22 85,000 pounds.
23
24 There are lodgements to the financial and bank accounts of the late
12:31:48 25 Mr. Liam Lawlor and those in the name of other parties but stated to be
26 for the benefit of the late Mr. Liam Lawlor and also to the accounts of
27 some members of the late Mr. Liam Lawlor's family that are the subject of
28 present inquiry by the Tribunal. Lodgements in respect of which
29 questions still remain, will require to be explained by the account holder
12:32:08 30 whereas unfortunately in this case the account holder is deceased. These

12:32:12 1 accounts, the personal accounts of the late Mr. Lawlor will require to be
2 explained by the personal representative to the estate in a manner deemed
3 appropriate by the Tribunal.
4

12:32:21 5 The second councillor alleged to have been paid funds by Mr. Dunlop is
6 Mr. Colm McGrath.
7
8 Mr. Colm McGrath.
9 Mr. O'Callaghan did make payments to Mr. McGrath which I will deal with
10 later. Mr. Colm McGrath was a supporter -- I should say that in relation
11 to the payments that Mr. O'Callaghan made to Mr. McGrath they are he says
12 proper payments.
13 Proper not improper.
14

12:33:04 15 Mr. Colm McGrath was a supporter of the Quarryvale project from the start
16 and with Mr Sean, otherwise John Gilbride formed the nucleus of Mr.
17 Gilmartin's support for the Quarryvale project. He, Mr. McGrath,
18 describes his support for Quarryvale as unconditional. The following are
19 the payments alleged to have been made to Mr. McGrath by Mr. Dunlop which
20 Mr. Dunlop says were connected with Mr. McGrath's support for Quarryvale.
21

12:33:19 22 1. Between 16th of May 1991 and of 27th June 1991, 2,000 pounds. The
23 polling date for the Local election in June 1991 was the 27th and
24 according to Mr. Dunlop 2,000 pounds in cash was made to Mr. McGrath at
25 his office in Clondalkin. This money was requested by Mr. McGrath and
26 according to Mr. Dunlop, related to support for Quarryvale. He received
27 unconditional political donations from Mr. Dunlop in cash and cheques
28 ranging from 500 pounds to 2,000 pounds. Cheques were lodged to his bank
29 account and cash was expended by him. In a previous module Carrickmines
30 1 and Related Issues on day 401, Mr. Colm McGrath gave evidence about a

12:33:56

12:33:59 1 payment of 2,000 pounds in cash received by him from Mr. Frank Dunlop at a
2 meeting in Mr. McGrath's office but denied that it was in return for his
3 support for any matter.
4

12:34:06 5 Mr. McGrath said that an election was in the offing and that Mr. Dunlop
6 left 2,000 pounds in cash wrapped in the Irish Times on his desk. It is
7 not known if that payment that was referred to in that module was at the
8 time of the 1991 election but in any event Mr. Dunlop told the Tribunal in
9 the same module Carrickmines 1, that he had paid 2,000 pounds to
10 Mr. McGrath for his support for the Paisley Park lands between 12th and
11 29th of June 1992 in cash in Mr. McGrath's office. It will be necessary
12 to clarify in this module the precise number and location of payments
13 alleged to have been paid to Mr. McGrath by Mr. Dunlop.
14

12:34:47 15 Payment No. 2. The 1st of May 1992. 1,000 pounds. According to Mr.
16 Dunlop he paid the sum of 1,000 pounds to Tower Secretarial Services on
17 foot of invoice from that company, Mr. McGrath's company. And this was
18 described by Mr. Dunlop as a method agreed with Mr. O'Callaghan to pay
19 1,000 pounds to Mr. McGrath for his assistance to Gilmartin in Quarryvale.

12:35:11 20 According to Mr. Dunlop, Mr. McGrath never provided the services described
21 on the invoice. It is likely that this sum was reclaimed by Mr. Dunlop
22 for Mr. O'Callaghan in a later invoice from Mr. Dunlop. Mr. McGrath's
23 position is that in addition to political donations there was a cheque for
24 printing or photocopying services. This suggests that these services
12:35:33 25 were provided by Mr. McGrath or his company to Mr. Dunlop.
26

27 Payment No. 3. 2,000 pounds. 10th of November 1992. According to Mr.
28 Dunlop he paid a sum of 2,000 pounds in an envelope to Mr. McGrath in a
29 pub in Clondalkin. The sum was requested by Mr. McGrath and given to him
12:35:52 30 for his support for Quarryvale all be it "under the convenient guise of an

12:35:55 1 election contribution". There was a General Election in November 1992.
2
3 Mr. Colm McGrath's position. Is that he received unconditional political
4 donations from Mr. Dunlop in cash and cheques ranging from 500 to 2,000
12:36:10 5 pounds. Cheques were lodged to his account and cash was expended by him.
6
7 Payment No. four. 21st of May 1992. Bank draft for 10,700 pounds.
8
9 According to Mr. Dunlop, on the 21st of May 1992 he purchased a bank draft
12:36:31 10 in the sum of 10,700 pounds in favour of William Fry solicitors. He did
11 so at the request of Mr. O'Callaghan to discharge a litigation settlement
12 or debt of Councillor McGrath. Mr. Dunlop subsequently recouped this
13 money from Mr. O'Callaghan on foot of an invoice dated 10th of June 1992
14 which was paid on the 28th of August 1992.
12:36:53 15
16 Mr. McGrath's position. According to Mr. McGrath he acknowledges that
17 the sum of 10,700 pounds was paid and says that the monies were paid by
18 Mr. Dunlop in order to free him, Mr. McGrath, up to attend a meeting of
19 Dublin County Council at which Quarryvale was to be discussed.
12:37:12 20 The Tribunal to date has been unable to locate any record of a council
21 meeting which took place on this date and which concerned Quarryvale.
22
23 There appears to be no issue that on a date in May 1992 a sum of 10,700
24 pounds was paid by Mr. Dunlop on behalf of and at the request of
12:37:33 25 Mr. O'Callaghan to William Fry Solicitors to discharge an indebtedness of
26 Mr. McGrath. According to Mr. McGrath this was to facilitate his
27 attendance at a council meeting concerning Quarryvale. Mr. O'Callaghan
28 says that he agreed to make this payment to Mr. McGrath. He requested
29 Mr. Dunlop to facilitate him by making payment and by including the sum in
12:37:55 30 the next invoice.

12:37:55

1

2

According to Mr. Dunlop the monies outlined above excluding the 10,700 pounds were paid in recognition of and to continue Mr. McGrath's support for Quarryvale.

3

4

12:38:06

5

6

According to Mr. McGrath, such payments as were made by Mr. Dunlop were unconditional political donations.

7

8

12:38:19

9

10

The Tribunal is not aware of any receipts being issued by Mr. McGrath in connection with any payments from Mr. Dunlop. In addition to the alleged payments outlined above, Mr. McGrath was in receipt of payments directly from Mr. O'Callaghan and his related companies. These payments by Mr. O'Callaghan and his related companies amount to a sum of 40,700 pounds to include the 10,700 mentioned above together with cost of some printing.

11

12

13

14

12:38:42

15

I will deal with these separately later.

16

17

18

Additionally there was commercial relationship between Mr. Grath's company Essential Services Limited and Barkhill and Riga in relation to the provision of services at Quarryvale and these also will be dealt with separately later.

19

20

12:38:57

21

22

Between May of 1991 and November 1993 the total amount alleged to have been paid directly to Mr. McGrath by Mr. Dunlop and Mr. O'Callaghan when two sums are combined was 45,700 pounds. There are lodgements to the financial and bank accounts of Mr. Colm McGrath that are the subject of present inquiry by the Tribunal. In the course of this module the Tribunal will inquire in public into the source of these lodgements in respect of which questions still remain despite the responses received.

23

24

12:39:16

25

26

27

28

Lodgements in respect of which questions still remain will require to be

29

12:39:35

30

explained by the account holder.

12:39:36 1
2 The next councillor alleged to have received money is Sean otherwise John
3 Gilbride.
4

12:39:50 5 Together with Mr. Colm McGrath Mr. Sean Gilbride was an admitted supporter
6 of the Quarryvale from the start. And with Mr. McGrath, formed the
7 nucleus of Mr. Tom Gilmartin's support for the project. It is not
8 suggested that Mr. Gilmartin made payments to Mr. Gilbride.
9 Mr. O'Callaghan did make payments to Mr. Gilbride which I will deal with
10 later. Again, I want to make it absolutely clear that it is
11 Mr. O'Callaghan's position in relation to any payments that they were bona
12 fide proper political donations.
13

12:40:05 14 The following are the payments alleged by Mr. Dunlop to have been made by
15 him to Mr. Gilbride in connection Quarryvale.
16

12:40:18 17 1. Late May early June 1991, 12, 000 pounds. According to Mr. Dunlop
18 he paid 12,000 pounds in cash to Mr. Gilbride at Mr. Gilbride's request.
19 He made the payment at Mr. Gilbride's home in Skerries. Mr. Dunlop says
12:40:37 20 that he made the payment personally and he made the payment under the
21 guise of an election contribution but that it was for Mr. Gilbride's
22 support for Quarryvale.
23

12:40:49 24 Mr. Gilbride told Mr. Dunlop that he and others would be needed again and
25 that according to Mr. Dunlop this "people would have to be looked after".
26

12:41:09 27 Mr. Sean Gilbride's position.
28 Mr. Gilbride acknowledges that he received 2,000 pounds in cash from Mr.
29 Dunlop for the Local Elections in 1991. He say that is Mr. Dunlop asked
30 him to sign a receipt which Mr. Gilbride says that he did. Mr. Gilbride

12:41:15 1 denies any payment or benefit for any planning or zoning matter. He
2 initially had said that the donations with not lodged to any account but
3 later said that a lodgement of 2,000 pounds on 1st of August 1991 included
4 part of Mr. Dunlop's 2,000 pounds in cash.

12:41:30 5
6 It may be assumed from the foregoing that Mr. Gilbride denies that he
7 received 12, 000 pounds in cash from Mr. Dunlop but does admits to
8 receiving 2,000 pounds as a political donation.

12:41:43 10 No. 2. September 1992.
11 According to Mr. Dunlop he was contacted by telephone by Mr. Sean Gilbride
12 who said that his cheque from Mr. O'Callaghan had not arrived. According
13 to Mr. Dunlop he, Mr. Dunlop, to this point was unaware of any separate
14 arrangement between Mr. O'Callaghan and Mr. Sean Gilbride.

12:42:05 15
16 Mr. O'Callaghan confirmed to Mr. Dunlop an arrangement with Mr. Gilbride
17 and that Mr. Gilbride had taken leave of absence and was acting in a
18 consultancy capacity to Quarryvale. Mr. Dunlop paid the sum of 1,750
19 pounds to Mr. Gilbride on foot of a letter from Mr. Gilbride. 1764.

12:42:26 20
21 At 1764 is the letter that was written by Mr. Sean Gilbride to Mr. Dunlop
22 seeking his payment of 1,750 pounds which according to Mr. Dunlop was
23 subsequently paid by him and this was part of a larger agreement made
24 between Mr. Gilbride and Mr. O'Callaghan.

12:43:13 25
26 Mr. Dunlop included this payment which he had made in a subsequent invoice
27 to Mr. O'Callaghan in order to recoup the payment.

28
29 Mr. Gilbride's position.

12:43:22 30 Mr. Gilbride does not dispute receiving payments from Mr. O'Callaghan at

12:43:27 1 agreement amount of 1,750 pounds per month to a total of 15,500 pounds
2 although initially he indicated the sum was somewhat smaller than 15,500
3 pounds and those payments will be dealt with in more detail when dealing
4 with Mr. O'Callaghan's payments.

12:43:43 5
6 The Tribunal has not been furnished with any receipts by Mr. Gilbride in
7 connection any payment from Mr. Dunlop although Mr. Gilbride will say that
8 on one occasion he made out such a receipt to Mr. Dunlop. Mr. Gilbride
9 admits to being in receipt of payments directly for Mr. O'Callaghan or
10 related company of Mr. O'Callaghan's which payments are in addition to the
11 payments alleged to have been made by Mr. Dunlop. These separate
12 payments by Mr. O'Callaghan amount to 15,500 pounds and will be dealt with
13 later.

12:44:01 14
15 <<<<The combined amount therefore alleged to have been paid it
16 Mr. Gilbride as between Mr. O'Callaghan and Mr. Dunlop 27,500 pounds and
17 Mr. Gilbride admits to receiving 17, 500 pounds but denies that any such
18 payments were improper.

12:44:12 19
20 There are lodgements to the financial and bank accounts of Mr. Sean
21 Gilbride, some of which are joint accounts that are the subject of present
22 inquiry by the Tribunal. In the course of this module the Tribunal will
23 inquire in public into the source of these lodgements in respect of which
24 questions still remain despite the responses received. Lodgements in
12:44:28 25 respect of which questions still remain will require to be explained by
26 the account holder.

12:44:47 27
28 Mr. GV Wright, otherwise Mr. Thomas A. Wright.
29 It is not suggested that Mr. Gilmartin made any payments to Mr. GV Wright.
12:45:11 30 Mr. O'Callaghan did. The payments to Mr. GV Wright I will deal with

12:45:11

1 later.

2

3 The following are the payments alleged to have been made by Mr. Dunlop to
4 Mr. GV Wright in connection with Quarryvale.

12:45:11

5

6 1. 2,000 pounds after the 16th of May 1991. According to Mr. Dunlop he
7 paid a sum of 2,000 pounds in cash to Mr. GV Wright wrapped in a newspaper
8 which was passed over in the visitor's bar in the Dail.

9

12:45:26

10 Mr. Dunlop has, however, also said that this payment was made at Dublin
11 County Council.

12

13 He says that Mr. GV Wright requested funds and that Mr. Dunlop paid him
14 specifically for his Quarryvale support, although it was in the guise of
15 an election contribution.

12:45:42

16

17 Mr. GV Wright's position.

18

19 Mr. GV Wright agrees that he was paid 2,000 pounds in cash but that it was
20 in the Dail bar before the June 1991 election wrapped in a newspaper. He
21 described this as a political donation which was not solicited. There
22 was no dispute as to the amount or date of the payment or the nature of
23 the payment, i.e. that it was in cash only dispute as to the purpose of
24 the payment and perhaps the location of the payment. Some evidence has
25 been heard about this in a previous module.

12:46:11

26

27 No. 2. November 1992. 5,000 pounds. According to Mr. Dunlop he made
28 a cash payment of 5,000 pounds under the guise of November 1992 general
29 election and this payment to Mr. GV Wright was for Mr. Wright's ongoing
30 support for Quarryvale. Mr. Dunlop says that he was accompanied to this

12:46:29

12:46:33 1 meeting by Mr. O'Callaghan but was not denied by Mr. O'Callaghan and that
2 he, Mr. Dunlop, handed over an envelope to Mr. GV Wright.
3
4 According to Mr. GV Wright. Mr. GV Wright now acknowledges that he
12:46:46 5 received a sum of 5,000 pounds in cash from Mr. Frank Dunlop in November
6 1993. He denies that it was in connection with Quarryvale. But
7 describes it as political donation for the general election. He says
8 that Quarryvale was not discussed specifically at this meeting. Nor was
9 his support sought for this development during the course of the meeting.
12:47:06 10 He denies that there was ever any inducement for his vote. He
11 acknowledges that he received a cheque for 5,000 pounds from Mr. Owen
12 O'Callaghan at the same time. All funds received by him were political
13 donations and were unsolicited.
14
12:47:22 15 The Tribunal is not aware of any receipts issued by Mr. GV Wright in
16 connection with any payment from Mr. Dunlop. Mr. Wright has already
17 confirmed this in evidence.
18
19 In addition to the payments alleged to have been paid by Mr. Frank Dunlop
12:47:37 20 in receipt of payment directly from Mr. O'Callaghan. That payment by Mr.
21 O'Callaghan amounted to a sum of 5,000 pounds and will be dealt with
22 separately later. The total amount, therefore, alleged to have been paid
23 to Mr. GV Wright by Mr. Dunlop and Mr. O'Callaghan amounts to 12, 000
24 pounds and there is no great dispute as to the amount. There are
12:47:54 25 lodgements to the financial and bank accounts of Mr. GV Wright, some of
26 which are joint accounts that are the subject of inquiry by the Tribunal.
27
28 In the course of this module the Tribunal will inquire in public into the
29 source of these lodgements in respect of which questions still remain
12:48:10 30 despite the responses received. Lodgements in respect of which questions

12:48:14 1 still remain will require to be explained by the account holder.
2
3 Mr. Tom Hand, deceased.
4
12:48:20 5 The late Mr. Tom Hand died on 29th of June 1996. According to Mr.
6 Dunlop, Mr. Colm McGrath told Mr. Dunlop that Mr. Tom Hand would sign the
7 motion, and by that is meant the amending motion in May of 1991.
8 Mr. Colm McGrath alone had signed the original motion to be lodged on the
9 15th of February 1991 and was date stamped 15th of February 1991. The
12:48:46 10 late Mr. Tom Hand did sign an amending motion, at 933. The date on which
11 this was signed by the councillors is not known, it had to be prior to or
12 on the 16th of May 1991 because that was the date on which the members of
13 the council dealt with it.
14
12:49:04 15 The motion also bears the same date. It is likely that this motion was
16 signed by the late Mr. Hand after the 13th of May 1991, which is the date
17 on which a meeting was held with Mr. John Corcoran. That meeting was
18 chaired by the then Chairman of Dublin County Council and following which
19 it was agreed that an amending motion would be lodged.
12:49:25 20
21 There is no suggestion that Mr. O'Callaghan made payments to Mr. Hand.
22
23 The following are the payments alleged by Mr. Dunlop to have been made by
24 him to the late Mr. Hand in connection with Quarryvale.
12:49:36 25
26 1. Prior to the 16th of May 1991, 10,000 pounds. According to Mr.
27 Dunlop, the late Mr. Tom Hand sought 20,000 pounds for signing the motion
28 in question and Mr. Dunlop agreed to pay him 20,000 pounds in two
29 payments.
12:49:50 30

12:49:50 1 The first payment of 10,000 pounds was paid, according to Mr. Dunlop,
2 prior to the 16th of May 1991, the date on which the amending motion was
3 dealt with by Dublin County Council. This means that if Mr. Dunlop was
4 correct he was paid 10,000 pounds between 13th and 16th of May 1991 in all
12:50:11 5 likelihood.
6
7 2. After the motion of the 16th of May 1991, 10,000 pounds. According
8 to Mr. Dunlop he made the second payment to Mr. Hand within days of the
9 motion being passed. It was paid under the guise of the election
12:50:26 10 contribution but was in fact a payment for signature and support for the
11 Quarryvale project. Both of the payments, according to Mr. Dunlop, took
12 place at Mr. Hand's home. Mr. Dunlop Had understood, although he had no
13 evidence of this, that Mr. Hand was paying other councillors.
14
12:50:40 15 The alleged requests by the late Mr. Tom Hand for a sum of 250,000 pounds.
16
17 In the course of his earliest evidence to the Tribunal in April 2000 Mr.
18 Dunlop identified Mr. Hand as being the only councillor who had ever
19 sought money from him in connection with his support for the rezoning of
12:50:58 20 Quarryvale, or indeed any rezoning. Mr. Dunlop told the Tribunal that
21 he was given a portion of a page with the heading 'Commonwealth Bank',
22 being a bank in Australia with a bank number written on it. The name of
23 the account holder appeared to be that of Thomas Hand with and address in
24 Dundrum, which was the home address of the late Mr. Tom Hand. He was
12:51:19 25 provided with this document in order to make a lodgement to the Australian
26 bank account in question.
27
28 The Tribunal has now established that the late Mr. Tom Hand did have two
29 bank accounts at the Commonwealth Bank, account No. 6157/50049488, which
12:51:40 30 was a deposit account held by Mr. Hand in the period 2 January 1991 to

12:51:45 1 23rd of April 1993, the period within which Mr. Dunlop says Mr. Hand made
2 his request.
3
4 In addition, it appears that Mr. Hand had another term deposit account at
12:51:58 5 that branch of the Commonwealth Bank, Australis, account No.
6 6157/50036572, held in the period 2nd January 1990 to January of 1991.
7
8 The family of the late Mr. Tom Hand now accept that Mr. Hand did in fact
9 maintain a bank account in Australia and that the document provided by Mr.
12:52:20 10 Dunlop as having been given to him by Mr. Hand contains details and
11 information in relation to the Australian bank account of the late
12 Mr. Hand.
13
14 It is also the position that the late Mr. Tom Hand had, and continues to
12:52:33 15 have a son, who was and is resident in Australia. Mr. Dunlop says that
16 he told a number of people about this demand. Mr. O'Callaghan, Mr. Hand
17 and himself had a meeting on the 6th of October 1992, at which Mr. Hand
18 repeated his demand for 250,000 pounds in return for his support for
19 Quarryvale.
12:52:52 20
21 Mr. Dunlop says that Mr. O'Callaghan rejected Mr. Hand's demand forcefully
22 and threatened to report Mr. Hand to the party leader of Fine Gael,
23 Mr. Bruton. Mr. Hand allegedly expressed himself to be unconcerned by
24 this threat. Mr. Dunlop says Mr. Hand contacted him repeatedly and
12:53:11 25 consistently, and the diary and telephone records of Mr. Dunlop so record.
26
27 Mr. Dunlop says that as a result of Mr. Hand's repeated requests for money
28 he spoke to Mr. John Bruton, then leader of Fine Gael, at a lunch in the
29 Red Cow Inn in 1993. Mr. Bruton believes that Mr. Dunlop was at the
12:53:29 30 function in the Red Cow Inn on the 6th of May 1993 and that Mr. Dunlop had

12:53:34 1 a conversation with him. He, Mr. Bruton, has no recollection of the
2 allegations concerning Mr. Hand.
3
4 Mr. Bruton is satisfied had the allegation been made to him he would
12:53:46 5 remember it because it would have been so serious.
6
7 Other persons, and in particular Ms. Therese Ridge and Ms. Olivia
8 Mitchell, have a recollection of Mr. Dunlop recounting to them that
9 Mr. Hand had made this demand of Mr. Dunlop. Most of those who recollect
12:54:01 10 Mr. Dunlop recounting this matter to them do not believe him to be
11 serious. Others, such as Ms. Mary Elliott, alleged to have been told of
12 Mr. Hand's demands have no such recollection.
13
14 According to Mr. Dunlop.
12:54:14 15 He met Mr. Hand regularly and gave him sums ranging from 500 to 1,000
16 pounds on various occasions. He estimates the totality of these payments
17 to amount to approximately 3,000 pounds. This is in addition to the
18 earlier payments.
19
12:54:32 20 The telephone records and diaries of Mr. Dunlop record significant number
21 of meetings and contact with the late Mr. Hand. There are no direct
22 payments from Mr. O'Callaghan or are related company to Mr. Hand. There
23 are lodgements to the financial and bank accounts of the late Mr. Tom Hand
24 and those of his family, that are the subject to present inquiry by the
12:54:51 25 Tribunal.
26
27 The Tribunal will inquire in public in the course of this module into the
28 source of these lodgements in respect of which questions still remain,
29 despite the responses received.
12:54:59 30

12:54:59 1 Lodgements in respect of which questions still remain will require to be
2 explained by the account holder and where, unfortunately, as this case,
3 the account holder is deceased, these queries will require to be explained
4 by the personal representative to the estate in the manner deemed
12:55:17 5 appropriate by the Tribunal.
6
7 The Tribunal will further inquire whether a demand for 250,000 pounds or
8 any sum was made by the late Mr. Tom Hand to the Frank Dunlop and if the
9 demand was made, whether it was in connection with Tom Hand's support for
12:55:32 10 Quarryvale.
11
12 Mr. Tony Fox.
13 It is not suggested that Mr. Tony Fox received -- that Mr. Gilmartin made
14 any payments to Mr. Tony Fox. Mr. Tony Fox is the only councillor
12:55:44 15 alleged by Mr. Dunlop to have received money from him who denies ever
16 receiving any payment for any purpose from Mr. Dunlop. It is not
17 suggested that Mr. O'Callaghan made any payments to Mr. Fox.
18
19 The following is the payment alleged by Mr. Dunlop as made by him to
12:55:59 20 Mr. Tony Fox in connection with Quarryvale.
21
22 4th of June 1991, 2,000 pounds. According to Mr. Dunlop he paid 2,000
23 pounds to Mr. Tony Fox at his home on 4th of June 1991. Mr. Dunlop says
24 that the payment was in cash and in an envelope. Mr. Dunlop says that
12:56:17 25 Mr. Fox and he had previously discussed Quarryvale and that Mr. Fox's
26 support would be necessary.
27
28 Mr. Tony Fox's position.
29 It is Mr. Fox's position that he did not receive any money ever from
12:56:31 30 Mr. Frank Dunlop. He does confirm that Mr. Dunlop and Mr. O'Callaghan

12:56:36 1 called to see him in his house in relation to Quarryvale. Mr. Fox was
2 not in receipt of any payments from Mr. O'Callaghan. But there are
3 certain lodgements to the financial and bank accounts of Mr. Fox and those
4 of his family that are the subject of present inquiry by the Tribunal.

12:56:51 5
6 In the course of this module the Tribunal will inquire in public into the
7 source of these lodgements in respect of which questions still remain
8 despite the responses received. Lodgements in respect of which questions
9 still remain will be required to be explained by the account holder.

12:57:06 10
11 The late Patrick, otherwise Pat, Dunne, deceased

12
13 CHAIRMAN: Sorry, Ms. Dillon. I think it's nearly one o'clock. We
14 might break at this point and resume again at two o'clock.

12:57:17 15
16 MS. DILLON: Yes.

17
18 **THE TRIBUNAL THEN ADJOURNED FOR LUNCH.**

19
12:58:01 20
21
22
23
24
25
26
27
28
29
30

12:58:01

1

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

2

3

MS. DILLON: I understand that there is an application on behalf of Mr. Padraig Flynn by Mr. Moran solicitors I think.

4

15:03:23

5

6

CHAIRMAN: Very good.

7

8

Solicitor: Good afternoon, I appear on behalf of Michael Moran & Co.

9

Solicitors. It's my intention to formally apply to the Tribunal to be granted representation on behalf of Mr. Flynn.

15:03:30

10

11

12

CHAIRMAN: Granted.

13

14

Solicitor: Obligated.

15:03:38

15

16

MS. DILLON: I understand that Mr. Russell is also here.

17

18

MR. RUSSELL: Good afternoon, Chairman.

19

15:03:42

20

I have a number of applications.

21

22

The first is on behalf of Mrs. Hazel Lawlor for limited representation.

23

As you are aware, Mrs. Lawlor is a witness in this module of the tribunal.

24

She has asked for limited representation in that regard.

15:03:58

25

26

I have also been asked by Mrs. Lawlor to express to the Tribunal her

27

disappointment that literally a week after the death of her late husband

28

her solicitor, Mr. Hanahoe, was written to on the 2nd of November calling

29

her as a witness in this module. She felt, and does feel, that given the

15:04:15

30

circumstances of her husband's tragic death and the horrific aftermath for

15:04:21 1 the family it would have been more becoming that the Tribunal would have
2 waited some time before calling her to allow the bereavement to complete.
3
4 She has asked me to express that to the Tribunal and I do so.

15:04:36 5
6 My second application is in regard to the estate of Mr. Liam Lawlor.
7
8 The family have met and have decided that they wish to defend Mr. Lawlor's
9 name, notwithstanding that he is bereaved. And they have asked that his
10 estate would be afforded limited representation on occasions when issues
11 that are pertinent to Mr. Lawlor, such as those outlined in the opening
12 statement by Ms. Dillon today, could be addressed. And that his
13 position, as is known to the family, and is documented, could be put to
14 certain witnesses.

15:05:15 15
16 On that regard, the application that I make is that his estate would be
17 granted limited representation again to deal with issues that are relevant
18 to Mr. Lawlor.
19

15:05:25 20 Now, immediately flowing from that. This brings on a further application
21 in regard to the withheld statements. I think there's been some
22 correspondence with the Tribunal. I understand that it rests with a
23 letter from the Tribunal saying that given that Mr. Lawlor is deceased,
24 that there is no inherent right of his family to receive the withheld
15:05:42 25 statements. In particular those of Mr. Dunlop and Mr. Gilmartin. And
26 similar to the application made by Mr. O'Callaghan in the grounds set out
27 in his application, we would have the same issues regarding the
28 credibility of both Mr. Gilmartin and Mr. Dunlop.
29

15:06:02 30 Following on from the application for representation, we would be applying

15:06:02

1 to have access to those undisclosed statements.

2

3 In correspondence with Mr. Lawlor prior to his death on the 25th of April

4 this year the Tribunal wrote that they have identified the fact that there

15:06:15

5 is a credibility issue in relation to the evidence of Mr. Dunlop. In

6 order to be in a position to cross-examine and put certain positions of

7 the late Mr. Lawlor to him, it would be necessary to examine those

8 documents which have to date been withheld.

9

15:06:30

10 The situation is that the last act that Mr. Lawlor had in relation to this

11 Tribunal was to return a questionnaire that was sent by the Tribunal where

12 he ticked boxes that he wanted disclosure on and he may wish to

13 cross-examine. The situation from the Lawlor family is to date in this

14 Tribunal, notwithstanding modules have been completed, there are no

15:06:57

15 findings of fact for or against Mr. Lawlor at this stage. They are

16 anxious that his position to be defended in public and before this

17 Tribunal. Albeit, there will be limitations on what we can do. We

18 don't have the first hand information Mr. Lawlor had. Indeed, the

19 Tribunal goes for the Tribunal. You won't have access to direct evidence

15:07:17

20 from Mr. Lawlor.

21

22 The family will say to the Tribunal, given the tragic bereavement there is

23 an onus on the Tribunal, insofar as possible, allow Mr. Lawlor's name be

24 defended. And indeed, there is an onus even superior to those of other

15:07:34

25 witnesses to have his rights protected. Mr. Lawlor has been both the

26 subject and a witness in these matters. And he will form a major part of

27 the ultimate findings of the Tribunal.

28

29 Also, there are a lot of outstanding issues, such as the issues of cost,

15:07:49

30 which are relevant both to the Lawlor family and to the Lawlor estate.

15:07:57

1 On that basis I believe and say to the Tribunal it gives us the locus to
2 make this application.

3

4 The final matter I wish to bring to the Tribunal is the issue of costs.

15:08:08

5 Mrs. Lawlor is now a widow. And the main support of the family was,
6 obviously, Mr. Lawlor. Indeed, already her pension is being reduced.
7 And she is in a position of limited means.

8

9 Now, I understand the Tribunal's attitude to costs has been to make a
10 decision towards the end. What I would say in an application for costs

15:08:25

11 on behalf of Mrs. Lawlor and the estate that the Tribunal would have an
12 inherent jurisdiction to visit this issue. And in the circumstances
13 where Mrs. Lawlor is of limited current means to support both herself and
14 her family, insofar as there is anyone dependent, that it would be

15:08:47

15 something that the Tribunal could consider in the exceptional
16 circumstances that we find ourselves in.

17

18 Mr. Lawlor, by all accounts, is a central figure in this module and
19 modules to come. And that's borne out again by Ms. Dillon's opening
20 statement.

15:09:04

21

22 Mrs. Lawlor has asked me to make will the application to you in the
23 limited circumstances she seeks representation, that the Tribunal would
24 consider covering her costs from here.

15:09:15

25

26 Also, on a technical point. I would ask the Tribunal in my application
27 for limited representation, that we would be allowed to make written
28 submissions as part of that being a more economic way for both Mrs. Lawlor
29 and the estate to put on the record of the Tribunal and to be of

15:09:30

30

assistance to the Tribunal in considering this module.

15:09:32

1

2

It would save the necessity of having full-time representation here. And when issues are relevant, if written submissions were accepted by the Tribunal they could be considered as part of the overall position of both

3

4

15:09:45

5

Mrs. Lawlor and the Lawlor estate.

6

7

They are the applications that I have

8

9

CHAIRMAN: Well just in relation to the points, possibly in reverse order.

15:10:02

10

11

12

As for making submissions, obviously, any party involved in any particular module can make written submissions if they wish to do so. But on sort of issues that arise from time to time. But insofar as the submissions

13

14

15:10:27

15

are concerned, at the conclusion of a particular module, obviously, that is the appropriate time to make those submissions, if they are the submissions you are thinking of.

16

17

18

19

MR. RUSSELL: Yes.

15:10:38

20

21

CHAIRMAN: So all parties will be notified at some stage in the future at the end or some time after the conclusion of this particular module and they will be invited to make submissions if they wish to do so. And that option will be there for Mrs. Lawlor, and anyone else who has been granted representation.

22

23

24

15:11:00

25

26

27

In relation to costs. I think you know probably as well as anyone that our hands are tied. We are not in a position to provide for costs in advance of the conclusion of the module. And in the normal course of events, after a report has been furnished or after a report has been

28

29

15:11:21

30

15:11:25 1 prepared and published. Even in circumstances where an individual is
2 unable to pay for his or her legal representation, that particular issue I
3 think you know has been well flagged and argued in another Tribunal. And
4 to some degree in this Tribunal before. But certainly to a greater
15:11:42 5 extent in another Tribunal. And there is no legislative provision which
6 would allow us direct that Mrs. Lawlor, or the estate of Mr. Lawlor,
7 should get their costs at this stage or could in any way be guaranteed
8 their costs.

15:12:00 9
10 In relation to the prior statements that you've raised. That would -- we
11 would have to check that in the next day or two and we'll contact your
12 solicitor and ascertain what the position is in relation to those. I
13 know there is a request on behalf of Mrs. Lawlor that they be made
14 available to her. And we can deal with that. And we'll let you know
15:12:21 15 over the next day or two.

16
17 MR. RUSSELL: I think the attitude of the Tribunal, my reading of the
18 correspondence is that the decision on the withheld statements would
19 follow from the decision and representation.

15:12:30 20
21 I think there was a letter of clarification. In fairness, to the
22 Tribunal, asking on what basis Mrs. Lawlor required them and she responded
23 again it was the credibility of the two people I've mentioned.

24
15:12:42 25 But with regard to the estate, which is the other application, the estate
26 and name of Mr. Lawlor can be represented through myself and Mr. Delaney.
27 I think that's a fundamental decision and should flow --

28
29 CHAIRMAN: Just to deal with the question of representation.

15:13:02 30

15:13:02 1 You are acting for Mrs. Lawlor and the estate of Mr. Lawlor? You say
2 Mrs. Lawlor in her own capacity because she is a witness in her own right.
3 You are seeking a grant of representation for her?
4

15:13:13 5 MR. RUSSELL: Yes.
6
7 CHAIRMAN: And when that's granted. Now, do you also make that
8 application in respect of Mr. Niall Lawlor, who is also a witness in his
9 own right?

15:13:25 10
11 MR. RUSSELL: I have no instructions as yet. It may be that we could
12 revisit that.
13

15:13:34 14 CHAIRMAN: Now, in relation to the estate of Mr. Lawlor. We have no
15 difficulty making a grant in favour of the estate. Presumably, there has
16 been no administration?
17

15:13:49 18 MR. RUSSELL: Obviously, as you can imagine, given the tragic
19 circumstances issues like that have not been a priority. We've described
20 it as the estate. The basic objective of the family is to defend
21 Mr. Lawlor's name. It's inherent, both on the Tribunal and the family,
22 that insofar as is possible and in the interests of fair procedures and
23 public policy, Mr. Lawlor, now a bereaved person, still a figure of this
24 Tribunal, that there should be an opportunity. And the Tribunal should
25 be flexible in its approach to allow Mr. Lawlor's position insofar as we
26 can put it, to be put.
27

15:14:10 28 I mean, it will be based on --
29

15:14:21 30 CHAIRMAN: Can you confirm if Mrs. Lawlor is the proposed legal personal

15:14:25 1 representative?
2
3 MR. RUSSELL: She is. I can confirm that, I've seen the will.
4
15:14:30 5 CHAIRMAN: I think on that basis we will make a grant on behalf of
6 Mrs. Lawlor acting on behalf of the estate but on an interim basis. Your
7 solicitor would have to satisfy the Tribunal, preferably before the end of
8 this term, but certainly early in the new year, that in fact Mrs. Lawlor
9 has taken steps to have herself appointed as the legal personal
10 representative of the estate of Mr. Lawlor.
11
12 MR. RUSSELL: I think we would be looking to visit that very shortly.
13 As this module of the Tribunal proceeds --
14
15:15:06 15 CHAIRMAN: We will assume for the moment that Mrs. Lawlor is acting in
16 that capacity. And we will make a grant of representation in her favour
17 in that capacity. And we will need confirmation further down the road
18 as to what in fact is the position in relation to Mr. Lawlor's estate.
19 That can be dealt with in correspondence.
20
15:15:23 21 MR. RUSSELL: I'm obliged. And the issue of the prior statements.
22 When could you give us an indication on that?
23
24 CHAIRMAN: Well hopefully this week.
25
15:15:30 26 MR. RUSSELL: That's fine.
27
28 MS. DILLON: I think the position in relation to the prior statements
29 will have to be clarified. Because clearly Mrs. Hazel Lawlor, who is a
30 witness in her own right, for the first time in this module is entitled to

15:15:43 1 the prior statements of anybody else in this statement but not in her own
2 right to the prior statements of any witness in any previous module under
3 the ruling. So it will have to be approached very very carefully so that
4 there's no confusion between the rights

15:15:58 5
6 MR. RUSSELL: Mr. Lawlor and his estate and name would be relevant to the
7 previous modules where this evidence was withheld.
8

9 CHAIRMAN: If we just deal with it on the basis that that will be -- the
10 position will be confirmed to your solicitor over the next couple of days.
11 And if there is another issue to be dealt with in relation to those prior
12 statements and the entitlement of Mrs. Lawlor in her capacity as personal
13 representative of the estate to have them, then that will be taken up with
14 your solicitor. Either way, we'll do our best to resolve it over the next
15 couple of --

15:16:30 16
17 MR. RUSSELL: And if the situation is not resolved, I presume I have
18 liberty to apply to yourselves to seek clarification.
19

15:16:34 20 CHAIRMAN: Yes.
21

22 MR. RUSSELL: I'm obliged.
23

24 MS SMITH: Chairman, and Members of the Tribunal. Before Ms. Dillon
15:16:42 25 takes up her opening statement. My name is Mairead Smith and I am
26 instructed by Sean Costello & Co. Solicitors and I'm just applying
27 formally for representation on behalf of Mr. Tony Fox at this stage.
28

29 CHAIRMAN: That's granted.
15:16:57 30

15:16:57 1 MS. SMITH: Obligated, Chairman.

2

3 MR FOGARTY: My name is Paul Fogarty I am instructed by AIB with
4 Mr. Nesbitt. I believe the representation has been previously extended
15:17:04 5 on a prior module. For the avoidance of doubt, I just wanted to ask that
6 representation be granted to AIB for this module also.

7

8 CHAIRMAN: Granted. Now, Ms Dillon.

9

15:17:13 10 MS. DILLON: Resumption of the opening statement.

11

12 The late Mr. Patrick, otherwise Pat Dunne deceased.

13

14 The late mr. Patrick Dunne died on the 22nd of January 1994. He has been
15:17:28 15 described by a number of persons to the Tribunal as being the whip of the
16 Fianna Fail group in Dublin County Council. Mr. Dunlop says that he
17 regarded him as being a powerful figure within the Fianna Fail group and
18 within Dublin County Council. Mr. Dunne lost his seat in the 1991 Local
19 Election. It is not suggested that Mr. Gilmartin made any payments to

15:17:43 20 Mr. Dunne. It is not suggested that Mr. O'Callaghan made any payments to
21 Mr. Dunne. The following are the payments alleged by Mr. Dunlop to have
22 been made by him to Mr. Dunne in connection with Quarryvale.

23

24 After the 16th of May 1991 vote on Quarryvale 15,000 pounds. According
15:18:04 25 to Mr. Dunlop he made a payment of 15,000 pounds in cash to Mr. Patrick
26 Dunne in the lead up to the 1991 Local Election after the vote on
27 Quarryvale on the 16th of May 1991. Mr. Dunlop says that councillor
28 Dunne had requested the payment and had reminded him of how supportive he
29 had been of Quarryvale. Because of Mr. Dunlop's view of Mr. Dunne's
15:18:27 30 position of power and influence within Dublin County Council Mr. Dunlop

15:18:30 1 says that he felt compelled to make the payment.
2
3 The position of the estate of Mr. Patrick Dunne. According to the
4 solicitor acting for Mrs. Rosaleen Dunne, the widow of Mr. Patrick Dunne,
15:18:42 5 Mr. Dunne did not share with his family, information relating his bank
6 accounts. The family of the late Mr. Dunne have no knowledge of
7 contributions, no records are available. It was confirmed that between
8 1990 and 1992, the late Mr. Dunne's only income arose from expenses from
9 his work with Dublin County Council and the Health Board. However, it
15:19:04 10 should be noted that Mr. Dunne lost his seat in the Local Election of
11 1991.
12
13 The bank accounts of Mr. Patrick Dunne.
14 There are significant lodgements to the disclosed bank accounts of Mr. Pat
15:19:15 15 Dunne in 1992. The source of these funds is in general not known. As
16 far as the Tribunal is aware, from documents discovered to it by the
17 relevant financial institutions and/or the personal representative to the
18 estate of Mr. Pat Dunne deceased, it appears that Mr. Dunne did not have
19 or operate a personal bank account of which the Tribunal is aware between
15:19:36 20 the years 1990 and 1992.
21
22 The Tribunal therefore does not have available to it yet, any personal
23 bank accounts of Mr. Dunne which were operative at the time that Mr. Dunne
24 says -- Mr. Dunlop says that he made this payment other than a dormant
15:19:51 25 bank account. It does however have business bank accounts of the late Mr.
26 Dunne.
27
28 It does have later bank accounts showing that Mr. Dunne did operate
29 personal bank accounts but not ones at the time. The Tribunal had
15:20:06 30 previously been informed that nothing was known about the source of any

15:20:10 1 lodgement and that the only source of income that Mr. Dunne had between
2 1990 and 1992 were expenses were from the Health Board and Dublin County
3 Council of which he was then a member. This does not reconcile with
4 lodgements to the accounts after 1992.

15:20:23 5
6 And it may be that the late Mr. Dunne may have had bank accounts of which
7 the Tribunal is presently unaware.

8 The lodgements queried in this module in connection with Mr. Dunne fall
9 outside the normal window period. There is one lodgement of 5,000 pounds
10 in cash on the 15th of April 1992 and the circumstances giving rise to the
11 inclusion of this unexplained lodgement in the present module are that in
12 view of the fact that Mr. Dunne is stated to have no other income within
13 the period. Then it is possible that the lodgements the subject of the
14 present inquiry relate to transfers from accounts which have not yet
15 discovered to the Tribunal. And the Tribunals inquiries in relation to
16 Mr. Dunne's bank accounts are therefore ongoing.

17
18 There was a second lodgement of 65,500 on 10th November 1992, that was the
19 subject of the inquiry by the Tribunal. Initially, the Tribunal was told
20 that no information could be provided in connection with this or any
21 lodgement but in recent correspondence a member of the Dunne family
22 informed the Tribunal that the payment of 60,500 pounds in question was
23 from J Harris Assemblers Limited and is ascribed as being for services
24 rendered between September 1991 and November 1992. There are certain
25 lodgements to the financial and bank accounts of the late Mr. Dunne that
26 are the subject of the present inquiry by the Tribunal. In the course of
27 this module the Tribunal will inquire in public into the source of these
28 lodgements in respect of which questions still remain despite the
29 responses received.

15:21:57 30

15:21:57 1 Lodgements in respect of which questions still remain will require to be
2 explained in the first instance by the account holder and where
3 unfortunately the account holder is deceased, these queries will require
4 to be explained by the personal representative to the estate, in this
15:22:08 5 case, the late Mr. Tom Hand in the manner deemed appropriate by the
6 Tribunal.
7
8 CHAIRMAN: Sorry, Mr. Dunne.
9
15:22:13 10 MS. DILLON: I beg your pardon. Mr. Dunne.
11 It is not suggested that Mr. Dunne was in receipt of any payments directly
12 from Mr. Owen O'Callaghan or Mr. Gilmartin.
13
14 Mr. Don Lydon.
15:22:25 15 It is not suggested that Mr. Gilmartin or Mr. O'Callaghan made any
16 payments to Mr. Lydon. The following are the payments alleged by Mr.
17 Dunlop to have been made by him to Mr. Lydon in connection with
18 Quarryvale.
19
15:22:34 20 1. Between the 22nd of May 1991 and 6th of June 1991, 1,000 pounds.
21 According to Mr. Dunlop he paid the sum of 1,000 pounds to Mr. Lydon in
22 cash in the car park behind the offices of Dublin County Council in
23 O'Connell Street. The payment was made after the successful Quarryvale
24 rezoning motion. He says that he met Mr. Lydon by arrangement. He says
15:23:02 25 he made this payment specifically for Mr. Lydon's support for Quarryvale.
26 Mr. Dunlop had originally told the Tribunal that Mr. Lydon was one of five
27 councillors to whom he had made political donations in the year ending 31
28 December 1993. That information was provided prior to April 2000 at a
29 time when Mr. Dunlop was telling the Tribunal that donations by him had
15:23:30 30 been of a very small order.

15:23:40 1 1695, please.

2 This is a copy of Mr. Dunlop's original discovery to the Tribunal where

3 Mr. Dunlop first made disclosure of payments that he said that he had made

4 as political contributions to amongst others, councillors. And the total

15:24:00 5 amount that was disclosed on this document was 4,500 pounds.

6 Including a payment that he says to Mr. Don Lydon of 1,000 pounds.

7

8 Mr. Don Lydon's position.

9 Mr. Lydon accepts that he received 1,000 pounds donation from Mr. Dunlop

15:24:15 10 which he initially thought was for the Senate Election in 1993. He told

11 the Fianna Fail inquiry that in 1991 or 1992 he received a cheque of 1,000

12 pounds from Frank Dunlop for election purposes after issuing a general

13 fundraising circular. He confirms that Mr. Dunlop had phoned him in

14 1999, that he, Mr. Lydon, had received this cheque. Mr. Lydon does not

15:24:36 15 admit to receiving cash from Mr. Dunlop.

16 Mr. Dunlop originally told the Tribunal that he had made a donation of

17 1,000 pounds to Mr. Don Lydon for the year end 31 December 1993. This

18 submission to the Tribunal arose before Mr. Dunlop gave evidence in April

19 2000 at which time he radically changed his position.

15:24:58 20

21 Mr. Lydon in his first communication with the Tribunal in February 2000,

22 told the Tribunal that he received a donation of 1,000 pounds from Mr.

23 Dunlop for the Senate Election in 1993. He also said that he got a

24 donation from the Local Election in 1999. Mr. Dunlop says that Mr. Lydon

15:25:15 25 and himself agreed on what Mr. Dunlop would tell the Tribunal about

26 Mr. Lydon. And this is denied by Mr. Lydon.

27

28 As of December 2000, Mr. Lydon's position therefore was that he had got

29 1,000 pounds in the early 90s which he believed for the 1993 Seanad

15:25:30 30 Election. He confirms having discussed the matter with Mr. Dunlop and

15:25:34 1 that Mr. Dunlop had told him he would be notifying the Tribunal about it.
2
3 In June 2000 he told the Fianna Fail committee that in 1991 or 1992 he
4 received a cheque for 1,000 from Mr. Dunlop for election purposes. He
15:25:49 5 does not therefore admit to receiving any cash.
6
7 Mr. Lydon's states that while he received political contributions over the
8 year, he has never received any money in connection with his support for
9 any rezonings. Mr. Lydon does not believe that he acknowledged receipt
10 of any these donations. There are certain lodgements to the financial
11 and bank accounts of Mr. Lydon, some of which are joint accounts that are
12 the subject of present inquiry by the Tribunal. In the course of the
13 present module the Tribunal will inquire in public into the source of
14 these in respect of which questions still remain despite the responses
15:26:08 15 received. Lodgements in respect of which questions still remain will
16 require to be explained by the account holder.
17
18 Mr. Liam T Cosgrave. It is not suggested that Mr. Gilmartin or
19 Mr. O'Callaghan made payments to Mr. Cosgrave. The following are the
15:26:34 20 payments alleged by Mr. Dunlop to have been made by him to Mr. Liam T
21 Cosgrave in connection with Quarryvale.
22
23 1. Between the 16th of May 1991 and 27th of June 1991, 2,000 pounds.
24 According to Mr. Dunlop, between the date of the first decision in
15:26:51 25 Quarryvale which was the 16th of May 1991 and polling day for the 1991
26 Local Election, which was the 27th of June 1991, he paid Mr. Liam T
27 Cosgrave the sum of 2,000 pounds in cash at the Royal Dublin Hotel.
28
29 He says he made this payment to Mr. Cosgrave specifically in respect of
15:27:12 30 Mr. Liam Cosgrave's support for Quarryvale.

15:27:13 1 Mr. Liam Cosgrave's position.

2 Mr. Liam Cosgrave acknowledges receiving payments from Mr. Dunlop.

3 Initially he told the Tribunal that he received "an election donation"

4 from Mr. Dunlop. On the 17th of September 2001 Mr. Cosgrave confirmed

15:27:28 5 that he had received "several legitimate political donations from Mr.

6 Dunlop in connection with him being a candidate in Dail and Seanad

7 Elections in 1992 and 1993 and in relation to the Seanad Election of 1997

8 and the Local Election of 1999". He did not however refer to receiving

9 any political donations from Mr. Dunlop for the, or at the time of the

15:27:57 10 Local Election in 1991.

11

12 Mr. Liam Cosgrave says that he received these donations solely in

13 connection with his being a candidate in various elections. He also

14 states that Mr. Dunlop when he gave them the donations said "they were

15:28:10 15 political donations to be used in respect of my electioneering work and

16 campaigns and they had nothing to do with any project to which he may have

17 made representations to in seeking support".

18

19 On the 28th of March 2003 Mr. Liam Cosgrave confirmed that he had received

15:28:27 20 the following payments from Mr. Dunlop. In November 1992 for the General

21 Election 2,000 pounds. In January 1993 for the Senate General Election

22 1,000 pounds. In July 1997 the Senate General Election 2,500 pounds.

23 In June 1999 for the Local Election, 500 pounds. None were given in

24 return for any support in respect of any council vote or promise.

15:28:57 25

26 On the 13th of May 2003 a further sum of 1,850 pounds in respect of legal

27 work done for Mr. Dunlop was added to this list and it was acknowledged by

28 Mr. Cosgrave that the 2,000 pounds payment for the 1992 General Election

29 was in cash. Mr. Cosgrave therefore does not admit to receiving 2,000

15:29:12 30 pounds in cash at the time of the 1991 Local Elections but does admit to

15:29:17 1 receiving 2,000 pounds in cash at the time of the 1992 General Election
2 which would have been the General Election called on the 5th of November
3 1992, with polling day being the 25th of November 1992.
4

15:29:28 5 No. 2. 11th of November 1992. 5,000 pounds. According to Mr. Dunlop
6 he paid a sum of 5,000 pounds in cash to Mr. Liam Cosgrave at the time of
7 the General Election in 1992. This payment is alleged to have been made
8 at Newtown Park Avenue, Blackrock, County Dublin at or near a church prior
9 to a funeral. This allegation was the subject of much evidence in the
10 Carrickmines 1 and Related Issues Module. Mr. Dunlop says that this
11 payment was for Mr. Liam Cosgrave's support for Quarryvale and other
12 developments.
13

14 Mr. Liam Cosgrave's position.

15:30:04 15 Mr. Liam Cosgrave's position is as stated above. Mr. Liam Cosgrave now
16 acknowledges he received a sum of 2,000 pounds in cash from Mr. Dunlop at
17 the time of 1992 General Election. He denies that any payment by Mr.
18 Dunlop to him was in respect of his support for any matter in which Mr.
19 Dunlop had an interest or in respect of any council vote.

15:30:25 20 Mr. Liam Cosgrave denied in evidence that he had received 5,000 pound in
21 cash from Mr. Dunlop at Newtownpark Avenue.
22

23 Mr. Liam Cosgrave accepts that he did receive payments from Mr. Dunlop
24 over a period of time. He disputes that any payment was made in 1991.

15:30:38 25 Insofar as any payment was made in 1992 Mr. Liam Cosgrave says that such
26 payment was 2,000 pounds in cash as a political donation in connection
27 with the General Election only.
28

29 Mr. Dunlop says that he paid Mr. Liam Cosgrave 2,000 pounds in 1991 and
15:30:57 30 5,000 pounds in 1992 and both payments were in cash. Mr. Dunlop says

15:31:02 1 both payments were in connection with Mr. Cosgrave's support for
2 Quarryvale albeit not limited to such support. It is not suggested that
3 Mr. Cosgrave was in receipt of payments directly from either
4 Mr. O'Callaghan or Mr. Gilmartin. There are lodgements to the financial
15:31:15 5 and bank accounts of Mr. Liam Cosgrave that are the subject of present
6 inquiry by the Tribunal.

7
8 In the course of the present module the Tribunal will inquire in public
9 into the source of these lodgements in respect of which questions still
15:31:27 10 remain despite the responses received. Lodgements in respect of which
11 questions remain will require to be explained by the account holder.

12
13 Mr. Cyril otherwise Christopher Gallagher, deceased.
14 The late Mr. Gallagher died on 20th of March 2000. It is not suggested
15:31:42 15 that Mr. Gilmartin or Mr. O'Callaghan made any payments to Mr. Gallagher.

16
17 The following are the payments alleged by Mr. Dunlop made by him to Mr.
18 Gallagher in connection with Quarryvale.

19
15:31:51 20 1. Between 30th of May 1991 and 27th of June 1991, 1,000 pounds.
21 According to Mr. Dunlop, on the 30th of May 1991 he had a meeting with
22 Mr. Cyril Gallagher who raised the matter of election expenses. Mr.
23 Dunlop says that he had a very good relationship with Mr. Gallagher. Mr.
24 Dunlop in his latest statement of the 15th of November 2003 states that he
15:32:17 25 does not believe that Mr. Gallagher requested a contribution as a result
26 of his support for Quarryvale in either the past or the future. However,
27 Mr. Dunlop did previously tell the Tribunal that he made payments to
28 Mr. Gallagher on the basis of a mutual understanding that Mr. Gallagher
29 would look out for the developments in which Mr. Dunlop had an interest.
15:32:38 30 Mr. Dunlop now says that he readily offered 1,000 pounds which he paid

15:32:40 1 some days later in Conway's pub or the Grand Hotel in Malahide. Mr.
2 Dunlop had earlier told the Tribunal that he "made this payment to
3 Mr. Gallagher in recognition of the support which he had provided to
4 Quarryvale" but Mr. Dunlop does not state that Mr. Gallagher received it
15:32:58 5 in like fashion. This matter will have to be clarified with Mr. Dunlop
6 but it appears to Mr. Dunlop's present position that he paid Mr. Gallagher
7 for Mr. Gallagher's support for Quarryvale but that Mr. Gallagher did not
8 seek a payment for him in connection with Mr. Gallagher's support for
9 Quarryvale.

15:33:15 10
11 The late Mr. Gallagher's position.
12 Prior to his death on 20th of March 2000, Mr. Cyril Gallagher had provided
13 a completed questionnaire to the Tribunal. He had attended for interview
14 at the offices of the Tribunal where a stenographic record was kept. He
15:33:30 15 had also been asked by letter of the 20th December 1999, whether he had
16 ever received any monies in connection Quarryvale. He denied that he had
17 received any payments from Mr. Dunlop.
18 Mr. Gallagher also denied having any bank account or account with An Post
19 and following his death the Inland Revenue affidavit established that he
15:33:49 20 had 60,603.72 standing to his credit in An Post.
21
22 There are certain lodgements to the financial and bank accounts of the
23 late Mr. Cyril Gallagher that are the subject of present inquiry by the
24 Tribunal. In the course of the present module the Tribunal will inquire
15:34:08 25 into the source of these lodgements in respect of which questions still
26 remain.
27 Whereas in this case the account holder is unfortunately deceased the
28 accounts will be required to explained by the personal representative to
29 the estate in a manner deemed appropriate by the Tribunal.
15:34:23 30

15:34:23 1 Mr. Jack, otherwise John Larkin deceased.

2 Mr. Jack Larkin died on the 6th of May 1998. It is not suggested that

3 Mr. Gilmartin or Mr. O'Callaghan made payments to Mr. Larkin. The

4 following are the payments alleged by Mr. Dunlop to have been made by him

15:34:36 5 to Mr. Larkin in connection with Quarryvale.

6

7 1. Between the 16th of May 1991 and 27th of June 1991, 1,000 pounds.

8

9 According to Mr. Dunlop he made a payment of 1,000 pounds in cash to

15:34:47 10 Mr. Jack Larkin in Conway's Pub a short time after the Quarryvale vote on

11 the 16th of May 1991. He says that the payment was in recognition of

12 Mr. Larkin's support for Quarryvale and as an indication of further

13 payments for support for other matters. Mr. Dunlop and Mr. Larkin agreed

14 that his, Mr. Larkin's, support for Quarryvale would be necessary.

15:35:12 15

16 Mr. Jack Larkin's position.

17 Prior to Mr. Larkin's death on the 6th of May 1998, Mr. Larkin had

18 completed a questionnaire for the Tribunal in which he did not disclose

19 any knowledge of any improper payments or benefits. However, he had not

15:35:23 20 been specifically asked about Mr. Dunlop, Mr. O'Callaghan, Mr. Gilmartin

21 or Quarryvale prior to his death.

22

23 Between the 15th of May 1991 and the 2nd of August 1991 there are a number

24 of unexplained lodgements to the personal cashsave account of Mr. Jack

15:35:38 25 Larkin. Unfortunately, the personal representative has no idea as to the

26 source of these lodgements and surmises that they may have been expenses

27 paid to Mr. Larkin.

28

29 There are lodgements, therefore, to the bank accounts of the late

15:35:57 30 Mr. Larkin, some of which are joint accounts that are the subject of

15:35:58 1 present inquiry by the Tribunal. In the course of this module the
2 Tribunal will inquire in public into the source of these lodgements in
3 respect of which questions still remain. Lodgements in respect of which
4 questions remain will require to be explained where the account holder is
15:36:13 5 unfortunately deceased by the personal representative to the estate in the
6 manner deemed appropriate by the Tribunal.
7
8 Mr. Jim Fahy.
9 Mr. Jim Fahy. It is not suggested that either Mr. Gilmartin or
15:36:30 10 Mr. O'Callaghan made any payments to Mr. Jim Fahy. The following are the
11 payments alleged by Mr. Dunlop to have been made by him to Mr. Fahy in
12 connection with Quarryvale.
13
14 7th of June 1991. 2,000 pounds. According to Mr. Dunlop he met with
15:36:43 15 Mr. Fahy on the 6th of June 1991 and Mr. Fahy asked him for "a couple of
16 grand" and reminded him, Mr. Dunlop, that he had been supportive of
17 Quarryvale. Mr. Dunlop agreed to pay him 2,000 pounds and met him the
18 following day and handed over the cash in an envelope.
19
15:37:04 20 Mr. Fahy's position.
21 Mr. Fahy initially did not recollect any payment to him by Mr. Dunlop.
22 However, he subsequently confirmed that he received 2,000 pounds from Mr.
23 Dunlop in June of 1991, which he described as a political donation. He
24 says this was by way of cheque but the Tribunal inquiries do not reveal
15:37:25 25 any cheque from the accounts of Mr. Dunlop in favour of Mr. Fahy for this
26 period.
27
28 Mr. Fahy states that this payment was not for any support for rezoning but
29 as a donation on foot of a circular issue letter issued by him. He says
15:37:36 30 that donations were lodged to a -- he says that donations were lodged to a

15:37:40 1 political account but that some cheques were cashed during the campaign
2 for day-to-day expenses and he has no records of this.
3
4 There is now therefore, no dispute between Mr. Dunlop and Mr. Fahy that
15:37:57 5 Mr. Fahy received 2,000 pounds from Mr. Dunlop in or around June of 1991.
6 The only dispute is to whether the payment was by cheque according to
7 Mr. Fahy or cash according to Mr. Dunlop and the purpose of the payment.
8
9 Mr. Fahy was not in receipt of payments for either Mr. O'Callaghan or Mr.
15:38:12 10 Gilmartin. There are lodgements to the financial and bank accounts of
11 Mr. Fahy that are the subject of inquiry by the Tribunal and the Tribunal
12 will inquire into the source of the lodgements in respect of which
13 questions still remain, despite the responses received.
14 These lodgements will have to be explained by the account holder.
15:38:28 15
16 Mr. Jim Daly.
17 It is not suggested that either Mr. Gilmartin or Mr. O'Callaghan made
18 payments to Mr. Jim Daly. The following are the payments alleged by Mr.
19 Dunlop to have been made by him to Mr. Daly in connection with Quarryvale.
15:38:42 20
21 2,000 pounds after the 16th of May 1991 and probably prior to 27th of June
22 1991, the date of the vote in the Local Election.
23 According to Mr. Dunlop he met Mr. Daly in or around Dublin County Council
24 after the Quarryvale vote, which was the 16th of May 1991 and Mr. Daly
15:39:04 25 requested a contribution. The sum of 2,000 pounds was agreed.
26 Mr. Dunlop subsequently travelled to Mr. Daly's home where he paid him a
27 sum of 2,000 pounds in cash. The payment was made specifically for Mr.
28 Daly's support for Quarryvale, although in the guise of an election
29 contribution.
15:39:21 30

15:39:21 1 Mr. Jim Daly's position. Mr. Daly denies that any payments made it him
2 were in support for Quarryvale. Mr. Jim Daly accepts that Mr. Frank
3 Dunlop visited his home. He agrees that Mr. Dunlop gave him a payment of
4 2,000 pounds in cash. This was the only payment made it him by Mr.
15:39:38 5 Dunlop.
6
7 Mr. Daly told the Fianna Fail inquiry that he thought the payment might
8 have been in connection with City West. Mr. Dunlop did not specify any
9 reason for the payment other than it was made for election expenses
10 according to Mr. Daly. The monies were not lodged to any account.
15:39:47 11 They were used for election expenses.
12
13 Mr. Daly says that the monies were not paid directly or indirectly in a
14 planning or rezoning context nor did he seek them in such context. Mr.
15:40:06 15 Daly did not issue any written acknowledgement or receipt to Mr. Dunlop.
16 There is therefore no dispute that Mr. Dunlop paid in or around the time
17 of 1991 Local Elections, Mr. James Daly then a councillor a sum of 2,000
18 pounds in cash at his home. There is a dispute as to the purpose of the
19 payment.
15:40:25 20
21 Mr. Daly lost his seat in the June 1991 elections. Mr. Dunlop made no
22 further payment to Mr. Daly.
23 There are no further allegations of payments to Mr. Daly. There are
24 lodgements to the financial bank accounts of Mr. Daly that are the subject
15:40:38 25 of inquiry in the course of this module and the Tribunal will inquire in
26 public into the source of the lodgment in respect of which questions
27 remain, despite the responses received. These lodgements will have to be
28 explained by the account holder.
29
15:41:00 30

15:41:00 1 Mr. Richard Greene.
2 Mr. Richard Greene. It is not suggested that Mr. Gilmartin or
3 Mr. O'Callaghan made at payments to Mr. Greene. The following are the
4 payments alleged by Mr. Dunlop to have been made by him to Mr. Greene in
15:41:12 5 connection with Quarryvale.
6
7 1. General Election November 1992. According to Mr. Dunlop he paid a
8 sum of 500 pounds to Mr. Greene at the time of the General Election in
9 1992. Mr. Dunlop says he cannot recollect where he made the payment but
15:41:27 10 thinks he did so in or around Dublin County Council. The payment was
11 requested as an election contribution by Mr. Greene and was made by Mr.
12 Dunlop on the basis that as an independent councillor he had provided
13 crucial support for the Quarryvale project. The payment was in cash.
14
15:41:40 15 Mr. Richard Greene's position.
16 In or around the time of the General Election of 1992, Mr. Greene had an
17 unplanned meeting with Mr. Dunlop and Mr. O'Callaghan. He informed them
18 that he was standing as a pro-life pro-family candidate in the forthcoming
19 election and Mr. O'Callaghan said that he would make a contribution to the
15:42:04 20 pro-life work. Thereafter he received "a cash payment of 250 pounds which
21 was a private charitable donation from Owen O'Callaghan". He says he
22 collected this donation from Mr. Dunlop's office and that he assumed the
23 donation was from Mr. O'Callaghan.
24
15:42:15 25 He utterly refutes any allegation or suggestion that he received money
26 directly or indirectly from Mr. Dunlop which arose or was in any way
27 related to his support for the rezoning of the Quarryvale lands. He
28 emphasises that as a career guidance teacher in the area, he was anxious
29 for Quarryvale to be developed for the purposes of providing employment
15:42:38 30 for his students. A contribution of 250 pounds from Mr. Dunlop.

15:42:42 1 Mr. Dunlop says he made a contribution to an anti-abortion or pro-life
2 campaign with which Mr. Greene was involved in the early to mid 1990s.
3 Mr. Greene confirms he did received a pro-life donation by cheque for a
4 sum of either 150 or 250 pounds during the 1993 abortion controversy and
15:43:00 5 campaign. This payment occurred at Westland Row. Again, Mr. Greene
6 emphatically disputes that he requested any support from Mr. Dunlop or
7 that any payment was in connection for support for Quarryvale.
8
9 Other than as outlined above, there is no suggestion that Mr. Greene was
15:43:13 10 in receipt of any funds from Mr. O'Callaghan.
11
12 The total sum alleged by Mr. Frank Dunlop to have been paid by him to
13 secure or maintain the Quarryvale rezoning. The total amount of monies
14 alleged by Mr. Dunlop to have been paid in order to secure and maintain
15:43:34 15 the rezoning and zoning of the Quarryvale land amounted to approximately
16 232,000 pounds. This does not take into account any sums that were
17 originally paid by Mr. Dunlop, such as the 10,700 pounds to Mr. Colm
18 McGrath and which were subsequently recouped by him from either Riga or
19 Mr. O'Callaghan. These sums have been attributed to Mr. O'Callaghan or
15:43:57 20 Riga. The sum of 232,000 pounds does not take account of payment made by
21 Mr. O'Callaghan or any of his companies to any councillor for any purpose
22 whatsoever. It only takes account of the payments that Mr. Dunlop says
23 that he made himself directly for a corrupt purpose.
24
15:44:10 25 The Tribunal will inquire into all of the circumstances surrounding these
26 alleged payments, their sources, utilisation and treatment in the hands of
27 Mr. Frank Dunlop and in the hands of each person alleged by Mr. Dunlop to
28 be a recipient of these allegedly corrupt funds so as to establish the
29 true nature, purpose and amounts of the payments.
15:44:30 30

15:44:30 1 The Tribunal will also inquire into all of the circumstances, matters and
2 documentation so as to establish the state of knowledge, if any, of Mr.
3 Gilmartin, Mr. O'Callaghan, Mr. Deane and Allied Irish Bank about Mr.
4 Dunlop's alleged conduct with these councillors.

15:44:45 5
6 There are lodgements to the accounts, the financial and bank accounts of
7 these councillors, some of which are joint or family related that will be
8 inquired into.
9

15:44:58 10 The funds available to Mr. Dunlop to meet the payments alleged. The
11 increased activity in the bank account Mr. Dunlop at critical times.
12

13 An analysis of the unvouched material withdrawals from the accounts of
14 Mr. Frank Dunlop so as to establish the likely cash available to Mr.
15 Dunlop, if any, shows a significant increase in cash withdrawals from Mr.
16 Dunlop's accounts and increase in movement on the war chest accounts at
17 critical periods.
18

15:45:32 19 The first critical Quarryvale vote was 16th of May 1991 and the second
20 critical Quarryvale vote was 17th of December 1992. I am putting on
21 screen now a representational graph at 15249, showing the increase in
22 withdrawal activity from Mr. Dunlop's accounts in the period March to June
23 1991 and also to a lesser but still nonetheless significant increase in
24 account activity in the period October to December 1992. This pictorial
15:46:00 25 graph shows a significant increase in the cash withdrawals made by Mr.
26 Dunlop between the period March to June 1991. These withdrawals peak at
27 100,000 pounds. There is then again, a significant albeit lesser
28 increase in the cash withdrawals from Mr. Dunlop's accounts, including his
29 war chest accounts between October 1992 and December 1992 peaking at
15:46:23 30 almost 60,000 pounds on this occasion.

15:46:25 1 It will be recollected that the first critical vote in relation to
2 Quarryvale was May 1991 and the second critical vote was December 1992.
3
4 Out of the total withdrawals from the accounts of Mr. Dunlop between the
15:46:42 5 10th of January 1991 and 24th of October 1991 a sum of 256,209.50 remains
6 unvouched by the banks in that the banks are unable to provide underlying
7 information in connection with these withdrawals.
8
9 Of this sum of 256,209.50 a sum of 184,223 was withdrawn between the 5th
15:47:13 10 of March 1991 and 29th of July 1991, within that figure there are
11 significant cash withdrawals of round figure sums up to amounts of 35,000
12 pounds. The Tribunal will hear evidence in relation to these
13 transactions.
14
15:47:28 15 Between the 8th of January 1992 and 26th of January 1993 a sum of
16 127,354.11 pounds was withdrawn from the bank accounts of Mr. Dunlop. Of
17 this sum of 127,354.11, 76,254.11 was withdrawn between the 7th of October
18 1992 and 22nd of December 1992. The most significant withdrawal was a sum
19 of 55,000 pounds in cash, which was withdrawn by Mr. Dunlop on the 10th of
15:48:08 20 November 1992. Mr. Dunlop has not accounted to the Tribunal for this
21 sum.
22
23 A second pictorial graph at 15250. This shows the cash withdrawals made
24 by Mr. Dunlop between the period January '91 and December '92 already
15:48:42 25 shown and shows in addition, the other funds available to Mr. Dunlop in
26 including portions of the Shefran cheques which were never lodged to any
27 bank account. In other words, this graph represents the funds available
28 to Mr. Dunlop and those funds were not confined to withdrawals solely from
29 his bank accounts.
15:49:04 30

15:49:04 1 Mr. Dunlop has told the Tribunal he was often paid in cash, as he kept
2 cash back from lodgements and that he always kept a fund of cash
3 available.
4

15:49:12 5 Analysis of Mr. Dunlop's accounts and the underlying available bank
6 documentation show that this was so. This graph accurately insofar as
7 the Tribunal is aware, represents the cash funds i.e. funds not lodged by
8 Mr. Dunlop plus his cash withdrawals that would have been available to Mr.
9 Dunlop in the period March to July 1991 and which would have been of the
10 order of 250,000 pounds approximately.

15:49:36 11 The cash sums that would have been available to Mr. Dunlop between October
12 and December 1992 would have been of the order of 78,000 pounds
13 approximately.
14

15:49:49 15 It must be borne in mind that the late Mr. Liam Lawlor stated that Mr.
16 Dunlop had told him in order to minimise his, Mr. Dunlop's, difficulties
17 with the Revenue Commissioners, he, Mr. Dunlop, would say that he made
18 significant payments to councillors in order to explain monies he received
19 from his clients. The late Mr. Lawlor had canvassed this matter in an
20 earlier module.

15:50:12 21
22 The Tribunal will inquire into the purpose of these withdrawals and the
23 utilisation of these funds and the cash otherwise available to Mr. Dunlop.
24 The Tribunal will inquire into whether this increased activity in the bank
25 accounts of Mr. Dunlop in or around the critical Quarryvale votes, relates
26 to the payments that Mr. Dunlop alleges that he made to the councillors
27 and which as alleged have been outlined above and whether these funds --
28 or whether these funds were used by him for some other purpose.
29

15:50:43 30

15:50:43 1 Alleged agreements as to the mutual categorisation of payments by Mr.
2 Dunlop and certain councillors.
3 In the course of earlier evidence to the Tribunal on the 5th of February
4 2003, Mr. Dunlop provided a list of councillors with whom he said he had
15:51:02 5 agreed that payments to them would be characterised to the Tribunal by
6 both himself and the councillor as legitimate political donations.
7
8 Mr. Dunlop provided nine names.
9
15:51:12 10 1. The late Mr. Liam Lawlor.
11 2. Councillor Tony Fox.
12 3. Councillor Colm McGrath.
13 4. Councillor Sean Gilbride.
14 5. Councillor Don Lydon.
15:51:28 15 6. Councillor Liam Cosgrave
16 7. Councillor John O'Halloran
17 8. Councillor Jim Fahy
18 9. Councillor J B Wright.
19
15:51:32 20 Mr. Dunlop then provided a statement to the Tribunal in connection with
21 this matter which was circulated with the brief in early 2005. In
22 summary, Mr. Dunlop will say that he agreed with these councillors that
23 both he and they, would characterise to the Tribunal payments by Mr.
24 Dunlop as legitimate political donations.
15:51:47 25
26 The position of the majority of the persons on the list is that whilst
27 there is agreement that there were conversations with Mr. Dunlop about
28 payments or donations, there was no agreement of the sort contended for by
29 Mr. Dunlop. There is universal denial from all of those on the list who
15:52:08 30 have provided information to the Tribunal that any such agreement was made

15:52:12 1 with Mr. Dunlop. Such conversations whether initiated by Mr. Dunlop or
2 the councillor were, it is stated, for the purpose of checking the amount
3 if any, paid by Mr. Dunlop. The only person on that list who has not
4 provided information on this matter is Mr. Jim Fahy.

15:52:30 5
6 The payments or support to councillors by Mr. Frank Dunlop which is not
7 characterised by him as being in return for support for Quarryvale.

8 1. Mr. Michael Joseph Cosgrave.
9 Mr. Dunlop says that he gave Mr. Cosgrave a cheque for 1,000 pounds at the
15:52:45 10 time of the Senate Election in 1993. He says that Mr. Cosgrave requested
11 this support and he describes Mr. Cosgrave as having "always supported
12 Quarryvale". A notation on the cheque stub records 1, 000 Senate
13 Campaign and the words Fine Gael appear to be over written. Mr. Michael
14 Joseph Cosgrave admits that he received the 1,000 pound cheque from Mr.
15:53:13 15 Dunlop at the time of the Senate Election in 1993, but denies that he
16 requested it. Mr. Michael Joseph Cosgrave has previously told the
17 Tribunal that it was his invariable practice to support any development
18 being promoted by Mr. Dunlop and that he could not think of any exception
19 to this practice.

15:53:28 20 Mr. Liam Creaven gave similar evidence.
21

22 2. Ms. Marian McGuinness TD. According to Mr. Dunlop he first met Ms
23 McGuinness as a result of his involvement with Mr. O'Callaghan in
24 Quarryvale. He provided Ms. McGuinness with the following financial
15:53:42 25 support and indirect support.
26

27 1. A cheque for 1,400 pounds at the time of the Local Election in 1991
28 following a request by her for support in this amount.
29 2. In addition she received a mobile phone from Frank Dunlop &
15:53:58 30 Associates at the time of the 1992 General Election and did not return

15:54:02 1 same for some time.

2 Mr. Dunlop estimates this expense in the sum of 500 pounds.

3

4 Mr. Dunlop says that Ms. McGuinness was also in receipt of assistance by

15:54:17 5 way of print work and outdoor advertising amounting to approximately 6,000

6 pounds during the 1991 and 1992 elections. Mr. Dunlop has provided the

7 Tribunal with a number of invoices that he says relate to print work and

8 outdoor advertising attributable to Ms. Marian McGuinness. On document

9 1845 in the sum of 2,105 pounds which relates to Ms. Marian McGuinness,

15:54:42 10 the words "O O C appear" possibly suggesting that the client concerned

11 with this was Mr. Owen O'Callaghan.

12

13 1845. Also on document 1847, which was furnished to the Tribunal by Mr.

14 Dunlop as part of the expenses incurred on behalf of Ms. McGuinness

15:55:15 15 contains on it the words "Owen" possibly meaning Mr. Owen O'Callaghan to

16 whom the invoice was presumably addressed. On document 1848 the words

17 "Marian M" appear in the amount of 455.92 pounds and "Owen" appears again.

18 It may well be whilst these expenses were incurred by Mr. Dunlop he sought

19 to recoup them from Mr. Owen O'Callaghan.

15:55:38 20

21 According to Mr. Dunlop, Ms. McGuinness attended at least one strategy

22 meeting in connection with Quarryvale at his office in the company of

23 Mr. O'Callaghan, Mr. Lawlor, Mr. Gilbride and Mr. McGrath. Mr. Dunlop

24 says Ms. McGuinness never asked for money for support for motions at

15:56:02 25 Dublin County Council.

26

27 Ms. McGuinness' position.

28 Ms. Marian McGuinness confirms that she received 1,400 pounds by way of

29 cheque from Mr. Dunlop just after the 1991 Local Elections. In addition

15:56:12 30 she confirms the provision of election posters, leaflets and bus shelter

15:56:17 1 ads by Mr. Dunlop and estimates the cost would have been of the order of
2 3,000 pounds. She told the Fianna Fail inquiry that she did not
3 recollect Mr. Dunlop lobbying her before the 1991 Quarryvale vote and that
4 she voted against Quarryvale in the 1992 vote.

15:56:36 5
6 Greene Properties were situated in Ms. McGuinness' constituency and were
7 the developers of the Blanchardstown shopping centre. Greene properties
8 provided political support to Ms. McGuinness. She emphasised that her
9 vote could not be bought and she had never been offered an inducement for
15:56:49 10 her vote. Ms. McGuinness describes the provision of election posters and
11 leaflets for her by Mr. Dunlop as being carried out in his capacity as
12 national director of publicity for Fianna Fail during the 1992 General
13 Election. It was her understanding that the Fianna Fail party carried
14 this cost. In later correspondence Ms. McGuinness accepted that she was
15:57:10 15 provided with the use of a mobile phone during the 1992 General Election
16 that she kept until the summer of 1995.

17
18 Ms. Olivia Mitchell.
19 Mr. Dunlop says he made two payments to Ms. Olivia Mitchell TD totalling
15:57:25 20 750 pounds. He was approached by councillors Therese Ridge seeking
21 assistance for Ms. Olivia Mitchell for the General Election in 1992.
22 In November 1992 he met with Ms. Mitchell and he gave her a sum of 500
23 pounds in cash. Mr. Dunlop says that she did not ask for money for
24 support for any development during the Development Plan but that
15:57:43 25 Ms. Mitchell did support Quarryvale. Subsequently he gave her what he
26 describes as unsolicited donation of 250 pounds. Ms. Mitchell says that
27 she did receive a payment by way of election donation in the sum of 500
28 pounds in 1992. And a sum of either 300 or 500 pounds in 1997.

15:58:06 29
30 Ms. Olivia Mitchell's knowledge of the Tom Hand demand.

15:58:10 1 As already stated, Mr. Dunlop has told the Tribunal that the late Mr. Tom
2 Hand sought a payment of 250,000 pounds for his support for Quarryvale to
3 be lodged to an account in Australia. Ms. Olivia Mitchell confirms that
4 she recollects a story being recounted by Mr. Dunlop, that the late
15:58:27 5 Councillor Hand had come looking for a sum of money for his support for
6 Quarryvale. She recounts that Mr. Dunlop on this social occasion said
7 that if you were ever asked, he would say that Mr. Tom Hand was the only
8 politician who had ever asked him for money. It should be recollected
9 that Mr. Dunlop did precisely that in his initial evidence with the
15:58:47 10 Tribunal on the 11th of April 2000.
11 Ms. Mitchell states that she advised Mr. Dunlop that he must never pay
12 Mr. Hand any money.
13
14 Ms. Therese Ridge.
15:59:00 15 Ms. Ridge is described as a strong supporter of Quarryvale.
16 Mr. Dunlop says that he made a number of political donations to Ms. Ridge.
17 He says that he paid her the sum of 500 pounds in cash, at the time of the
18 1991 Local Election. He says that he paid a further sum of 500 pounds in
19 cash in January 1993 for the Senate Election. He accompanied her to Cork
15:59:21 20 during the 1993 Senate Election to meet Mr. O'Callaghan who introduced her
21 the councillors in Cork. Mr. Dunlop he says, paid for the tickets for the
22 flights. In addition Mr. Dunlop provided printing of election literature
23 for Ms. Ridge, which he values worth in excess of 4,000 pounds. He has
24 provided samples of the printing and invoices in respect of the costs.
15:59:42 25
26 It appears from the face of these invoices that some of them are
27 attributable by Mr. Dunlop to Mr. O'Callaghan. And these are the
28 invoices at 1863, 186, 1866 and 1869. And they are in the circulated
29 brief between pages 1861 and 1872.
16:00:02 30

16:00:02 1 Mr. Dunlop in his first discovery to the Tribunal made prior to his first
2 appearance in the witness box at the Tribunal in April 2000, disclosed two
3 payments to Ms. Ridge, neither of which were stated by him to have
4 occurred in 1991 and this will have to be clarified with Mr. Dunlop. The
16:00:17 5 total value, therefore, of the assistance alleged to have been provided by
6 Mr. Dunlop to Ms. Ridge amounts to a sum of 1,000 pounds in cash, together
7 with at least 4,000 pounds worth of printing, together with the cost of
8 travelling to cork.
9
16:00:32 10 Ms. Ridge's position.
11 Ms. Ridge told the Fine Gael inquiry she received an unsolicited donation
12 of 500 pounds in cash at the time of the 1992 General Election. She does
13 not identify any payment from Mr. Dunlop during the 1991 Local Election.
14 She also told the Fine Gael inquiry that she received unsolicited donation
16:00:51 15 of 500 pounds in cash at the time of the 1993 Senate Election and both Mr.
16 Dunlop and Ms. Ridge agree on this.
17
18 Her recollection of these two payments -- her recollection of these two
19 payments from Mr. Dunlop accord with Mr. Dunlop's first discovery to the
16:01:12 20 Tribunal all be it not with his present position. Ms. Ridge told the
21 Fine Gael inquiry that she was favour of the Quarryvale rezoning. She
22 also told the Fine Gael Inquiry that Mr. O'Callaghan had never given her
23 money but had driven her around Cork in two Senate Elections and had
24 become friends. Through her solicitor, Ms. Ridge told the Tribunal that
16:01:30 25 Mr. Dunlop had been a long-standing friend of the Ridge family and that he
26 had contributed 500 pounds for the expenses of a General Election campaign
27 and 500 pounds towards the expenses of a Senate Election campaign and he
28 assisted with printing.
29
16:01:42 30 She confirms that she did request other Fine Gael councillors to support

16:01:45 1 the proposal for town centre status for Quarryvale. She did so at the
2 request of her constituents in the Clondalkin ward. She confirms that
3 Mr. O'Callaghan assisted her by driving her to call on a number of
4 councillors in the Cork area during the senate campaigns. She confirms
16:02:04 5 having had a number of meetings with Mr. Dunlop and Mr. O'Callaghan.
6
7 Ms. Therese Ridge's Knowledge of the Tom Hand affair.
8 Ms. Ridge is also a person to whom Mr. Dunlop says he recounted the late
9 Mr. Hand's alleged demand for 250,000 pounds for Mr. Hand's continued
16:02:19 10 support for Quarryvale. According to Mr. Dunlop the meeting at the Red
11 Cow Inn was a fundraiser for Fine Gael. He attended the lunch, he had
12 purchased tickets from Ms. Ridge which she denies. He says it was
13 Ms. Ridge who recommended he, Mr. Dunlop, speak to Mr. Bruton. She
14 confirmed to the Fine Gael inquiry that Mr. Dunlop would have told her
16:02:36 15 about the Tom Hand demand and told her in a jovial manner.
16 She confirms that Mr. Dunlop was in the Red Cow Inn at the fundraising
17 lunch and that Mr. Dunlop spoke to Mr. John Bruton but that she was not a
18 party to the conversation nor did she overhear it. She confirms that Mr.
19 Dunlop did tell her that Mr. Tom Hand had demanded 250,000 pounds. Mr.
16:02:58 20 Dunlop was advised by Ms. Ridge to speak to the Gardai or to the party
21 leader of Fine Gael. She confirms that Councillor Olivia Mitchell was
22 present on one occasion when Mr. Dunlop raised the issue.
23
24 She has also told the Tribunal that Mr. John Bruton contacted her to meet
16:03:15 25 with her after the matter had been raised by the Tribunal with Mr. Dunlop.
26 She has confirmed that a meeting with Mr. Bruton did take place to discuss
27 the circumstances of the fundraising lunch.
28
29 Ms. Ann Ormond.
16:03:27 30 Ms. Ann Ormond was a member of Dublin County Council. Mr. Dunlop

16:03:30 1 provided her with a cheque for 1,000 pounds in 1993 at the time of the
2 Senate Election. He also says she he supported subsequent fundraisers
3 for her.
4 Ms. Ormond does not disagree with Mr. Dunlop in any material respect. Mr.
16:03:47 5 Dunlop in his first discovery to the tribunal did disclose a payment of
6 1,000 pounds to Ms. Ann Ormond.
7
8 Mr. John O'Halloran.
9 Mr. O'Halloran was in receipt of a sum of 2,500 pounds which was paid by
16:04:08 10 Mr. Dunlop but it was reimbursed to Mr. Dunlop by Mr. O'Callaghan through
11 Riga. In addition, Mr. O'Halloran states that he received a separate
12 payment of 500 pounds from Mr. Dunlop whilst an elected member of Dublin
13 County Council. He says that he received this donation between June 1991
14 and December 1993 in or around Dublin County Council premises at upper
16:04:27 15 O'Connell Street.
16
17 He describes the donation as unsolicited. He says there was no agreement
18 or understanding that it was in return for supporting any matter before
19 the council. Mr. Dunlop does not say he made any such payments to Mr.
16:04:40 20 O'Halloran.
21
22 Mr. Pat Rabbitte TD.
23 Mr. Dunlop says that he never asked Mr. Rabbitte to act in any improper
24 fashion. Mr. Dunlop says that he made a donation to Mr. Pat Rabbitte in
16:04:51 25 early November 1992 after the calling of the then General Election.
26
27 The General Election was called on the 5th of November 1992. And after
28 this date Mr. Dunlop travelled out to Mr. Rabbitte's house and according
29 to his recollection, made a contribution to Mr. Rabbitte for his election
16:05:12 30 campaign in the sum of 3,000 pounds in cash. He says that the

16:05:15 1 contribution was readily accepted.

2 Mr. Rabbitte never indicated to Mr. Dunlop that he was a supporter of

3 Quarryvale. Mr. Dunlop believes this meeting may have been on the 10th

4 of November 1992. And he does not attribute any corrupt purpose to the

16:05:30 5 meeting.

6

7 The Tribunal asked Mr. Rabbitte whether he had ever received any payment,

8 donation or benefit from any person associated with the Quarryvale

9 development and in that letter identified Mr. Frank Dunlop as such a

16:05:43 10 person.

11

12 3445 and 3446. Mr. Rabbitte initially told the Tribunal that he did not

13 receive any donation or benefit from any person connected with the

14 Quarryvale development and Mr. Rabbitte's response is at 3447 and 3448 but

16:06:02 15 now acknowledges he received a donation of 2,000 pounds in cash in an

16 envelope in November 1992 from Mr. Dunlop.

17

18 There is therefore a dispute between Mr. Dunlop and Mr. Rabbitte as to the

19 amount of the donation. Mr. Rabbitte states that he, at the time of the

16:06:17 20 donation, advised Mr. Dunlop that they, Democratic Left, had a procedure

21 in place, which would determine whether he could accept the payment or

22 not. Mr. Rabbitte also states that he resolved as soon as Mr. Dunlop had

23 left, to recommend the return of the money to his colleagues but to do so

24 by cheque for record purposes. Mr. Dunlop says that the contribution was

16:06:38 25 readily accepted.

26

27 By letter dated 17th of December 1992 a cheque in the sum of 2,000 pounds

28 in favour of Frank Dunlop & Associates was drawn on the account of

29 Democratic Left. 8803.

16:06:57 30

16:06:57 1 There is no dispute between Mr. Rabbitte and Mr. Dunlop that money was
2 paid by Mr. Dunlop to Mr. Rabbitte and it was paid in cash. But there is
3 a dispute as to the amount insofar as Mr. Dunlop contends for 3,000 pounds
4 and Mr. Rabbitte states it was for 2,000 pounds. There is no allegation
16:07:13 5 of corruption.
6

7 Further, Mr. Dunlop says that at a chance meeting with Mr. Rabbitte in
8 Brown Thomas department store, Mr. Rabbitte informed Mr. Dunlop that he
9 Mr. Rabbit, had received a letter from the Flood Tribunal and that he
16:07:27 10 Mr. Rabbit, presumed that "that matter would never come up". Mr. Dunlop
11 understood this to be a reference to the payment he had made to
12 Mr. Rabbitte described above.
13

14 Mr. Finbarr Hanrahan. Possible payment of 2,500 pounds.
16:07:43 15 Mr. Dunlop say that is Mr. Hanrahan was very unhelpful in relation to
16 Quarryvale but that he, Mr. Dunlop, decided it might be helpful if he made
17 a contribution to his November 1992 General Election. Bearing in mind
18 that there would be a vote on Quarryvale in December 1992. He does not
19 believe that he ever paid or was asked for monies by Mr. Hanrahan in
16:08:08 20 support for motions. It is not clear from Mr. Dunlop's position whether
21 what Mr. Dunlop in fact is saying, that he paid Mr. Hanrahan 2,500 pounds
22 although he says a decision was made to pay him. This will have to be
23 clarified with Mr. Dunlop.
24

16:08:27 25 Mr. Hanrahan's position.
26 Mr. Hanrahan told the Fianna Fail inquiry that he did not receive any
27 donations from Mr. Dunlop. He has told the Tribunal that he does not
28 recall receiving any money from Mr. Dunlop.
29

16:08:36 30

16:08:36 1 Mr. Michael Joseph Cosgrave and Mr. Liam Creaven.
2 Mr. Michael Joseph Cosgrave and Mr. Liam Creaven have both previously told
3 the Tribunal that it was their invariable practice to support Mr. Dunlop,
4 his developments or his applications to Dublin County Council on behalf of
16:08:51 5 his clients. Neither Mr. Michael Joseph Cosgrave nor Mr. Liam Creaven
6 were in a position to identify any motion promoted by Mr. Dunlop which
7 they had voted against. They did on rare occasions abstain.
8
9 Neither could identify any occasion of which they had voted against a
16:09:12 10 proposal supported or promoted by Mr. Dunlop. And that evidence is at
11 day 428. There are extensive contacts and communications both by
12 telephone and meeting between Mr. Creaven and Michael Joseph Cosgrave on
13 the one hand and Mr. Dunlop on the other hand. Mr. Dunlop's telephone
14 records and Mr. Dunlop's diaries evidence this. It also appears to have
16:09:32 15 been the practice that Mr. Dunlop was accustomed to meet both of these
16 gentleman together.
17
18 The Tribunal will inquire into all of the payments made and support given
19 by Mr. Dunlop outlined above so as to see if there is any connection
16:09:45 20 between the support in question and the attitude of the councillors in
21 question to the rezoning of the Quarryvale lands. The Tribunal will
22 inquire into the history of the relationship, contact and support, if any,
23 passing between Mr. Dunlop and each councillor.
24
25 The Tribunal will further inquire into whether in the rezoning of the
16:10:08 26 Quarryvale lands, Mr. Liam Creaven and Mr. Michael Joseph Cosgrave
27 persisted with their support for Mr. Dunlop's ventures as already outlined
28 by them.
29
30 Political payments by Mr. Owen O'Callaghan and any of his related
16:10:21 companies to politicians including councillors of Dublin County Council,

16:10:25 1 political parties and individuals.
2 At the outset, I wish to reiterate again that Mr. O'Callaghan denies any
3 wrongdoing. It is his position that not alone did he himself never make
4 an improper payment to anybody but that he never authorised anyone else to
16:10:40 5 do so on his behalf.
6
7 His donations were legitimate political donations he says and he never
8 felt that the vote of the councillors that he supported were dependent on
9 receiving a political donation or any other benefit from him.
16:10:57 10
11 All of Mr. O'Callaghan's payments were by cheque. Whereas the majority
12 of the payments by Mr. Dunlop were by cash. Most of the councillors who
13 admit to receiving monies from Mr. Dunlop admits that the payments were in
14 cash.
16:11:12 15 I propose to divide these payments by Mr. O'Callaghan into categories for
16 ease of reference namely as follows.
17
18 1. Payments to councillors of Dublin County Council.
19 2. Payments to political parties or individuals within political
16:11:27 20 parties.
21 3. The existence of a commercial relationship between companies
22 associated with Mr. O'Callaghan and companies associated with certain
23 councillors.
24
16:11:43 25 1. Political payments to councillors of Dublin County Council by
26 Mr. O'Callaghan and his related or connected companies.
27 1. Mr. Colm McGrath.
28 Mr. O'Callaghan says he made the following payments directly to Councillor
29 Colm McGrath.
16:12:04 30

16:12:04 1 1. October 1991, 10,000 pounds. According to Mr. O'Callaghan he paid a
2 sum of 10,000 pounds to Councillor McGrath on this date. He had been
3 requested for financial support for the June 1991 Local Election. He had
4 not paid the money then but on being reminded by councillor McGrath did
16:12:21 5 so.
6
7 Mr. Colm McGrath's position.
8 Mr. McGrath acknowledges receiving a payment of a political contribution
9 from Mr. O'Callaghan in sum of 10,000 pounds by way of personal cheque in
16:12:32 10 October 1991. Mr. McGrath describes his support for Quarryvale as
11 unconditional.
12
13 Second payment: 9th of November 1993, 20,000 pounds. According to
14 Mr. O'Callaghan he paid a sum of 20,000 pounds to Councillor Colm McGrath
16:12:49 15 via Mr. O'Callaghan's company, Riga. Mr. O'Callaghan says he was
16 approached by Mr. McGrath and the payment was requested by Mr. McGrath on
17 the basis that he, Mr. McGrath, had spent a considerable amount of money
18 on the November 1992 election. And his business was in serious
19 difficulty.
16:13:08 20
21 Mr. O'Callaghan states that as councillor McGrath had supported him,
22 Mr. O'Callaghan, in Liffey Valley and prior to that, Mr. Gilmartin in
23 Quarryvale he, "felt obliged to offer support as a thank you for all the
24 help and assistance which he had given". That can be found at page 3152,
16:13:28 25 3153.
26
27 Mr. Colm McGrath position.
28 Mr. McGrath acknowledges that he received a sum of 20,000 pounds from
29 Mr. O'Callaghan in November 1993 which Mr. McGrath describes as being a
16:13:38 30 political contribution by way of personal cheque.

16:13:42 1
2 Mr. McGrath states that this payment of 20,000 pounds arose because his
3 involvement in the Quarryvale development had impacted seriously on his
4 business affairs and when Mr. O'Callaghan became aware of his predicament,
16:13:57 5 he offered to help Mr. McGrath. Mr. McGrath appears to link the payment
6 of 20,000 pounds to his, Mr. McGrath's, involvement in Quarryvale.
7
8 Payment No. three. June 1992, 10,700 pounds.
9 Mr. O'Callaghan states that in June of 1992 a sum of 10,700 pounds was
16:14:21 10 paid by him to Councillor Colm McGrath. Mr. O'Callaghan states that the
11 reason he did not originally disclose this payment to the Tribunal, was
12 because did not recollect it at that time. Mr. O'Callaghan says that the
13 payment was initially made by Mr. Dunlop and subsequently recouped by Mr.
14 Dunlop from him Mr. O'Callaghan in, a payment dated 28th of August, 1992,
16:14:43 15 on foot of an invoice dated 10th of June, 1992. 3164.
16
17 Mr. McGrath's position.
18 Mr. McGrath agrees as already outlined, that the sum of 10,700 pounds was
19 paid by Mr. Dunlop and says this was done so as to ensure that he,
16:15:02 20 Mr. McGrath, was present at a meeting of Dublin County Council at which
21 the Quarryvale development was on the agenda. The Tribunal to date has
22 been unable to locate the record of any such meeting. Mr. Dunlop agrees
23 that he paid Mr. McGrath the sum on behalf of Mr. O'Callaghan and was
24 subsequently repaid by Mr. O'Callaghan and/or his companies.
16:15:23 25
26 April 1992; Printing cost.
27 Mr. Dunlop discharged a sum of 1,422.67 in connection with the cost of
28 printing material on behalf of Councillor Colm McGrath. This sum was
29 originally paid by Frank Dunlop & Associates Limited and reimbursed by
16:15:42 30 Riga. The Tribunal has traced a cheque in the sum of 1,000 pounds paid

16:15:43 1 by Mr. Dunlop to Mr. McGrath's company, Tower Secretarial Services, which
2 had been dealt with earlier, while dealing with the payments by Mr. Dunlop
3 to Mr. McGrath.
4 This payment by Mr. Dunlop may well be this sum referred to by
16:16:00 5 Mr. O'Callaghan in connection with those printing cost i.e. a
6 reimbursement of Mr. Dunlop's outlay by Riga.
7
8 Mr. Colm McGrath's position.
9 It is not clear whether Mr. McGrath, whilst acknowledging printing costs
16:16:13 10 were paid by Mr. Dunlop, knew that such costs were being recouped by Mr.
11 Dunlop from Mr. O'Callaghan. There is no dispute between Mr. O'Callaghan
12 and Mr. McGrath that Mr. McGrath was paid sum of 30,000 pounds directly by
13 Mr. O'Callaghan, albeit through his company. It seems to be the
14 position, subject to what Mr. O'Callaghan will tell the Tribunal, that
16:16:34 15 insofar as Mr. McGrath is concerned, this payment was connected in some
16 way with the Quarryvale project. There is also no dispute that the sum
17 of 10,700 pounds was paid on behalf of Mr. McGrath by Mr. Dunlop in the
18 first instance and recouped from him by Riga Limited. The Tribunal is
19 not aware of any acknowledgement or receipt issued for any of these
16:17:00 20 payments.
21
22 The commercial relationship between Mr. Colm McGrath's company, Essential
23 Services Limited and Riga and Barkhill will be examined later.
24
16:17:10 25 Mr. Sean otherwise John Gilbride.
26 Mr. Owen O'Callaghan says that he made the following payments directly to
27 Mr. Sean Gilbride.
28 September 1992 to April 1993. That is between September 1992 and April
29 1993, 15,500 pounds. According to Mr. O'Callaghan he paid a sum of
16:17:27 30 15,500 to Mr. Gilbride between these dates. According to

16:17:30 1 Mr. O'Callaghan, Mr. Gilbride approached him and asked for support as Mr.
2 Gilbride wanted to take six months unpaid leave from his teaching job to
3 try and ensure that he got elected to either the Dail and the Seanad. Mr.
4 O'callaghan states that in view of the support that Mr. Gilbride had given
16:17:47 5 to him and prior to that, to Tom Gilmartin he agreed to support him.
6 Mr. O'Callaghan in his statement links these payments to Mr. Gilbride for
7 Mr. Gilbride's support. Mr. Gilbride was paid on a monthly basis and as
8 seen earlier, which is not disputed, on one occasion approached Mr. Frank
9 Dunlop for his payment when the money was late.

16:18:10 10
11 Mr. Gilbride's position.
12 Mr. Gilbride told the Fianna Fail inquiry that Mr. O'Callaghan offered to
13 give him financial support of 13,500 pounds over a nine month period and
14 that received approximately 12, 000 pounds from Mr. O'Callaghan. He told
16:18:25 15 the inquiry he never asked anyone for anything which is contrary to what
16 Mr. O'Callaghan says. Mr. Gilbride confirms that he received these sums
17 from Mr. O'Callaghan but characterises them as a political donation. The
18 Tribunal is not aware of any acknowledgement or receipt other than the
19 letter to Mr. Dunlop issued for any of these payments.

16:18:42 20
21 The late Mr. Liam Lawlor.
22 Mr. Owen O'Callaghan says that he made the following payments directly to
23 Mr. Liam Lawlor. 18th of November 1991, 5,000 pounds. According to
24 Mr. O'Callaghan he made a political contribution of 5,000 pounds to the
16:19:02 25 late Mr. Liam Lawlor. He had been requested by Mr. Lawlor to support him
26 in the June 1991 Local Election and he had agreed to do so. He did not
27 make the payment until October 1991.
28
29
16:19:15 30

16:19:15 1 The late Mr. Liam Lawlor's position.
2 Mr. Liam Lawlor wrote through his then solicitors, on the 13th of November
3 1998 to Mr. O'Callaghan seeking a note of any political contributions made
4 by your client to our client. On the 17th November 1998
16:19:32 5 Mr. O'Callaghan's solicitors informed Mr. Lawlor's solicitors that Riga
6 had made a political donation of 5,000 pounds in the year end 31 April
7 1992. In other words had made a payment to Mr. Lawlor of 5,000 pounds
8 prior to the 30th of April 1992.
9
16:19:58 10 2554. And that is a letter from Messrs. Ronan Daly Jermyn confirming
11 that Mr. O'Callaghan through Riga had made a political contribution of
12 5,000 pounds to Mr. Lawlor in the year end 30 April 1992.
13
14 At 2555, the letter leading to the response from Messrs. Ronan Daly
16:20:25 15 Jermyn, from Mr. Lawlor's then solicitors, Messrs. Delahunt "Dear Sirs, we
16 refer to the above matter and to our telephone conversation with your
17 Mr. Richard Martin yesterday.
18
19 In this regard, as you may be aware, reference has been made in a
16:20:43 20 newspaper report from the Sunday Business Post dated the 11th of October,
21 concerning alleged claims made by Mr. Thomas Gilmartin concerning the
22 alleged payment to our client of an amount of 50,000 pounds in relation to
23 a proposed development at Quarryvale, County Dublin, which payment was
24 allegedly handled by public relations consultant and former Fianna Fail
16:21:02 25 press officer Frank Dunlop. " This newspaper report further states that
26 "Dunlop was employed and paid by Cork based developer Owen O'Callaghan".
27 In these circumstances we would be obliged to receive your client's
28 confirmation that no such alleged payment was made either directly or
29 indirectly by your clients to our clients.
16:21:15 30

16:21:15 1 We would also be obliged to receive a note of any political contributions
2 made by your clients to our client ".
3
4 And the response to that was the letter at 2554, which correctly disclosed
16:21:30 5 that Riga had made a political contribution in the sum of 5,000 pounds in
6 the year end 30 April 1992.
7
8 Mr. Lawlor on the 2nd of June 2000, informed the Tribunal that he had been
9 informed by O'Callaghan Properties Limited that he had received a
16:21:47 10 contribution of 5,000 pounds. This letter was a response to a request
11 for information about any payments or donations from anybody associated
12 with the development of Quarryvale. The parties were listed in the
13 letter and included Mr. Dunlop and Mr. O'Callaghan. It is not known if
14 Mr. Lawlor was accepting that a sum of 5,000 pounds was paid to him on
16:22:10 15 18th November 1991 but that appears to be the position.
16
17 Payment No. two. 26th of September 1994, 10,000 pounds. And 13th March
18 1995, 20,000 pounds, totalling 30,000 pounds. Both of these payments will
19 be dealt with together because Mr. O'Callaghan deals with them in his
16:22:30 20 statement, where he says he was approached by Mr. Lawlor for a payment
21 "for all his help and assistance over the years". There are slightly
22 different dates for these payments contained in Mr. O'Callaghan's
23 statement but nothing turns on that, other than there is a slight
24 variation on the dates. Mr. O'Callaghan says that Mr. Lawlor reminded
16:22:51 25 him of all of his help and assistance in connection Quarryvale and stadium
26 projects. He says that Mr. Liam Lawlor wanted to be remunerated for his
27 efforts in connection with the stadium and in securing agreement with
28 Greene Properties in relation to the retail cap on Quarryvale.
29 Mr. O'Callaghan says he did not object to the principle of remunerating
16:23:13 30 Mr. Lawlor for his efforts. Mr. O'Callaghan says that he paid 10,000

16:23:15 1 pounds on the 29th of September 1994, which he says Mr. Lawlor would only
2 accept as a payment on account as Mr. Lawlor believed that he was entitled
3 to a substantially greater amount. Mr. O'Callaghan had a number of
4 discussions with Mr. Lawlor on the matter and subsequently gave Mr. Lawlor
16:23:34 5 20,000 pounds on the 30th of March, 1995.

6
7 The late Mr. Lawlor's position.
8 The late Mr. Lawlor did not disclose any commercial relationship with
9 Mr. O'Callaghan or any of his related companies to the Tribunal.

16:23:47 10 Mr. Lawlor's initial position with the Tribunal in relation to payments
11 received from Mr. O'Callaghan and his related companies was a disclosure
12 of payment of 5,000 pounds on foot of a letter from Messrs. Ronan Daly
13 Jermyn solicitors for Mr. O'Callaghan. Subsequently Mr. Lawlor moved
14 from that position to disclosing to the Tribunal in his B42 list, a sum of
16:24:13 15 25,000 pounds attributable to O'Callaghan Properties, which he said had
16 been paid in the 1990s. 2608.

17
18 This is a redacted extract from Mr. Liam Lawlor's B42 list. What are
19 identified there are the matters relevant to Quarryvale II. At the first
16:24:36 20 it can be seen Mr. Frank Dunlop & Associates 60,000 pounds. O'Callaghan
21 Properties 25,000 pounds. Then Gangly and Arlington and political
22 fundraisers.

23
24 The heading on the document in which this information is contained is
16:24:51 25 "income including political contributions, donations and consultancy fees
26 being approximate and as recollected by Liam Lawlor in respect of the
27 period 1973 to 2000." The heading on the document, therefore includes
28 consultancy fees but in an explanatory document in relation to the
29 particular payment, Mr. Lawlor told the Tribunal that this sum of 25,000
16:25:17 30 pounds was "political contributions towards my election campaigns and

16:25:21 1 running of constituency and organisation". He describes the method of
2 payment as being cheques. He says that the cheques were lodged to bank
3 accounts active at the time.
4 In a separate schedule provided to the Tribunal by the late Mr. Liam
16:25:34 5 Lawlor, he provided details of the amounts attributed by him to
6 O'Callaghan Properties as follows.
7
8 1987: 5,000 pounds. 1988: 5,000 pounds. 1990: 6,000 pounds. 1991:
9 5,000 pounds. 1992: 4,000 pounds. These documents are at 15247 to
16:26:04 10 15248.
11
12 In the original information provided to the Tribunal at document 2611, the
13 sum of 25,000 pounds is attributed by Mr. Lawlor to O'Callaghan Properties
14 and they are described as under the heading, reason for payment political
16:26:25 15 contributions towards my election campaigns and running of constituency
16 organisation.
17
18 It is not known whether the late Mr. Liam Lawlor agreed with
19 Mr. O'Callaghan, that the payments made to him include a sum of 30,000
16:26:38 20 pounds divided into two cheques, one at 20,000 and one at 10,000 pounds
21 together with the earlier sum of 5,000 pounds, making total of 35,000
22 pounds. Mr. O'Callaghan characterises the 30,000 pounds payment as being
23 a remuneration to Mr. Lawlor. Mr. Lawlor describes the payments that he
24 admits to receiving from Mr. O'Callaghan as political contributions.
16:27:06 25
26 3. 18th October 1996. 1,000 pounds.
27 According to Mr. O'Callaghan, he made a contribution of 1,000 pounds to a
28 golf classic, organised by Mr. Lawlor at this time. The late
29 Mr. Lawlor's position in relation to this is not known.
16:27:19 30

16:27:19 1 Summary position.

2 According to Mr. O'Callaghan the total amount paid to the late Mr. Liam

3 Lawlor is a sum of 36,000 pounds, of which 5,000 pounds is described by

4 him as a political donation. 30,000 is described as remuneration and

16:27:34 5 1,000 pounds for a golf classic.

6

7 The late Mr. Lawlor admitted to receiving 25,000 pounds which he

8 characterised as political contributions. The Tribunal is not aware of

9 any acknowledgement or receipt issued for any of these payments.

16:27:49 10

11 Mr. GV Wright otherwise Thomas A Wright TD.

12 Mr. O'Callaghan says he made the following payment directly to Mr. GV

13 Wright. 11th November, 1992; 5,000 pounds. According to

14 Mr. O'Callaghan on 11th of November 1992, he gave a political contribution

16:28:12 15 of 5,000 pounds to Mr. GV Wright as a political contribution towards the

16 1992 General Election. He did so following a request for support from

17 Mr. GV Wright.

18

19 Mr. GV Wright's position.

16:28:23 20 Mr. GV Wright now accepts that he received a sum of 5,000 pounds by way of

21 a cheque from Mr. O'Callaghan in November 1992. He says that the issue

22 of Quarryvale did not arise and the payment was made in the context of a

23 General Election campaign. According to Mr. Dunlop, this payment by

24 Mr. O'Callaghan to Mr. GV Wright was one of the occasions on which he

16:28:45 25 discussed with Mr. O'Callaghan payments to politicians. Mr. Dunlop was

26 asked for his advice and he advised Mr. O'Callaghan that a political

27 contribution, payment, should be made to Mr. GV Wright.

28

29 Mr. GV Wright denies that the receipt of political donation ever

16:29:04 30 influenced his vote. He denies that Quarryvale was discussed at the

16:29:06 1 meeting at which he was paid 5,000 pounds by Mr. O'Callaghan and 5,000
2 pounds in cash by Mr. Dunlop.
3
4 Mr. Dunlop says that Quarryvale was discussed at this meeting with Mr. GV
16:29:19 5 Wright and he says that Mr. GV Wright expressed a positive view on the
6 upcoming vote to which Mr. O'Callaghan expressed satisfaction. That is
7 at 1915. The Tribunal is not aware of any acknowledgement or receipt
8 issued for any of this payment.
9
10 Mr. John O'Halloran.
11 Mr. O'Callaghan says that he made the following payment directly to
12 Mr. O'Halloran. 9 November 1993, 5,000 pounds. According to
13 Mr. O'Callaghan he made a payment of 5,000 pounds on 9th of November 1993
14 to Councillor John O'Halloran. He was approached for the money by
16:29:57 15 Mr. O'Halloran. Mr. O'Halloran told him that due to his,
16 Mr. O'Halloran's support, for Quarryvale he had been asked to leave the
17 Labour Party. He was therefore without a party. Mr. O'Callaghan
18 describes himself as fully conscious of not only the assistance which
19 Councillor O'Halloran had given to Quarryvale, but also the amount of work
16:30:17 20 he, Mr. O'Halloran, was doing. The payment was by cheque drawn on the
21 account of Riga.
22
23 Mr. O'Halloran's position.
24 Mr. O'Halloran was elected to Dublin County Council in 1991 as a member of
16:30:28 25 the Labour Party. In 1993 he lost his membership of the Labour Party but
26 continued as an independent. He confirms receipt of a payment of 5,000
27 pounds from Mr. O'Callaghan in November 1993. Contrary to what is said
28 by Mr. O'Callaghan, Mr. O'Halloran says this payment was not solicited by
29 him. He says it was a political donation without any further explanation
16:31:02 30

16:31:02 1 Mr. O'Halloran confirms that he did not issue any receipt or
2 acknowledgment for this payment.
3
4 March 1996, 2,500 pounds. According to Mr. O'Callaghan in March 1996
16:31:10 5 Frank Dunlop & Associates made a contribution in the sum of 2,500 pounds
6 on his behalf to Mr. O'Halloran. Mr. O'Halloran contacted Mr. Dunlop
7 seeking a contribution towards expenses in connection with the 1996
8 by-election in Dublin west. Mr. O'Callaghan agreed to a contribution of
9 2,500 pounds and authorised by Dunlop to pay this. The amount was
16:31:30 10 included in a subsequent invoice from Mr. Dunlop to Riga, dated 20th March
11 1996.
12
13 Mr. John O'Halloran's position.
14 Mr. O'Halloran confirms that he received a donation of 2,500 pounds for
16:31:43 15 the Dublin west by-election in 1996 from Mr. Frank Dunlop. He says that
16 he personally solicited those funds from Mr. Dunlop as a political
17 donation. He attributes the payments to Mr. Dunlop. There was no
18 receipt. Mr. O'Halloran seems to be unaware there was a reimbursement as
19 between Mr. Dunlop and Mr. O'Callaghan. The payment he says was not in
20 connection with any rezoning matter. The Tribunal is not aware of any
16:32:04 21 acknowledgement or receipt issued for any of these payments.
22
23 Total payments by Mr. O'Callaghan or his related companies to Dublin
24 County councillors.
16:32:17 25 In total Mr. O'Callaghan directly and through his companies, paid a sum of
26 104,700 pounds approximately to Dublin county councillors as follows: Mr.
27 Colm McGrath, Mr. Sean Gilbride, the late Mr. Liam Lawlor, Mr. GV Wright
28 and Mr. John O'Halloran.
29
16:32:42 30 Apart from Mr. Lawlor there is no real dispute between Mr. McGrath, Mr.

16:32:45 1 Gilbride, Mr. GV Wright and Mr. O'Halloran on the one hand and Mr.
2 O'Callaghan on the other hand as to the amount of money passing between
3 them.

16:32:45 4
5 The Tribunal will inquire into all of the circumstances surrounding these
6 payments, their sources, utilisation and treatments in the hands of
7 Mr. O'Callaghan or his related companies and each recipient, namely
8 Messrs. Gilbride, O'Halloran, Wright, McGrath and the late Mr. Lawlor, so
9 as to establish the nature, purpose and amount of the payments and whether
16:33:08 10 or not these payments were connected with the zoning or rezoning of the
11 Quarryvale lands.

12
13 The next heading. Payments by Mr. O'Callaghan and/or his related
14 companies to political parties and individuals.

16:33:23 15 The period is 1989 to 2000. And the payments in chronological order are
16 as follows.

17 7th June 1989 in the amount of 1,000 pounds to Mr. Michael Martin. This
18 is stated to be in response to a request for Mr. Michael Martin TD for
19 students travelling on a company project in transition year. Mr. Martin
16:33:43 20 confirms that he received this as political donation.

21
22 5th of November 1990, 10,000 pounds. Fianna Fail party. This is stated
23 to have been in response to a request from the Fianna Fail party.

16:34:04 24
25 21st of June 1991. 5,000 pounds to Mr. Martin, TD. This was originally
26 stated to have been a contribution towards the Atlantic Pond Restoration
27 Fund but was subsequently corrected to a political contribution to
28 Mr. Martin for the June 1991 Local Elections. Mr. Martin confirms that
29 he received a political donation of 5,000 pounds.

16:34:25 30

16:34:25 1 The 9th of November 1992. 10,000 pounds. Mr. Batt O'Keeffe TD. This
2 is stated to have been an unsolicited contribution to his election
3 expenses for the General Election of November 1992. It is confirmed by
4 Mr. O'Keeffe that he received such a contribution from Mr. O'Callaghan.

16:34:45 5
6 9th July 1993, 5,000 pounds to the Lord Mayors Atlantic Pond Fund being a
7 fund of which Mr. Martin as Lord Mayor of Cork was patron. Mr.
8 O'Callaghan had originally told the Tribunal that the payment of 5,000
9 pounds on 21st of June 1991 was a contribution to the Atlantic Pond
16:35:08 10 Restoration Fund but subsequently corrected this in his later statement.
11 Mr. Martin confirms that the fund of which he was mayor received a
12 contribution which was not made to him but to the fund and was lodged to
13 an account established for that purpose.
14

16:35:19 15 100,000 pounds to Fianna Fail in 1994. Mr. O'Callaghan states that in
16 1994 he agreed to make a contribution of 100,000 pounds to Fianna Fail.
17 He says that this arose as a result of a letter that he received from
18 Fianna Fail in September 1993. This was followed by a meeting with
19 Mr. Ray McSharry which took place prior to the end of 1993. Sometime
16:35:43 20 subsequent to that meeting Mr. O'Callaghan agreed to make the payment or
21 contribution sought of 100,000 pounds to Fianna Fail. Notwithstanding
22 that he had met Mr. McSharry in 1993. By March of 1994 he had not yet
23 made the contribution.
24

16:36:02 25 In March of 1994, Mr. O'Callaghan attended a fundraising dinner at which
26 it was expected that Mr. Albert Reynolds, then Taoiseach, would attend.
27 Mr. O'Callaghan says it was expected that each of the 12 invitees to the
28 dinner would contribute approximately 10,000 pounds to the Fianna Fail
29 party and that on the night he handed over a cheque for 10,000 pounds
16:36:25 30 payable to Fianna Fail. The Fianna Fail records confirm receipt of funds

16:36:28 1 56,000 pounds in total attributable to Fianna Fail dinner in Cork and
2 details have been provided.
3

4 In May of 1994 Mr. O'Callaghan made a contribution to Mr. Brian Crowley's
16:36:43 5 European Election Fund. He says he did so at the request of Mr. F
6 Crowley, Mr. Brian Crowley's father. Mr. O'Callaghan says that he agreed
7 to make the contribution, provided he was given credit for the sum in
8 relation to the original sum of 100,000 pounds sought by Fianna Fail.
9 And Mr. F Crowley confirmed that that would be so.

10 16:37:06
11 Mr. Brian Crowley MEP, confirms receipt of this sum of 10,000 pounds and
12 has provided details in relation to the treatment of these funds by him.
13

14 Mr. O'Callaghan states that he was again contacted by Mr. Ray McSharry and
16:37:19 15 in June of 1994, he paid a sum of 80,000 pounds to Fianna Fail being a sum
16 of 100,000 pounds originally requested, less the 10,000 pounds paid at the
17 Albert Reynolds fundraising dinner and less the 10,000 pounds given to the
18 Brian Crowley European Election Fund. Fianna Fail have confirmed and the
19 Tribunal has received documentation which has been circulated, showing
16:37:42 20 that the sum of 80,000 pounds was lodged to the accounts of Fianna Fail.
21

22 It is not yet known how or why Mr. O'Callaghan came to be selected by
23 Fianna Fail as a person who was considered as a possible donor of this
24 magnitude, particularly in light of the level of Mr. O'Callaghan's
16:38:04 25 previous donations to Fianna Fail.
26

27 The next payment is 16th of May 1995; 1,000 pounds to the Fianna Fail
28 forum. According to Mr. O'Callaghan he made this payment at the request
29 of the forum.
16:38:13 30

16:38:13 1 July 1996. 1,000 pounds; Fine Gael fundraising dinner. According to
2 Mr. O'Callaghan this sum of 1,000 pounds was paid on foot of an approach
3 apparently made by Councillor Therese Ridge to Mr. Frank Dunlop. The sum
4 was paid by Mr. Dunlop and reimbursed by Mr. O'Callaghan through Riga on
16:38:32 5 the 17th of July 1996.
6
7 6th of September 1996. 1,000 pounds to the Fianna Fail golf classic.
8 According to Mr. O'Callaghan, this payment was made at the request of
9 Mr. Pat Farrell of the Fianna Fail fun raising committee.
16:38:47 10
11 13th of May 1997. 10,000 pounds to the Fianna Fail party. According to
12 Mr. O'Callaghan this payment was made as a result of a request from the
13 Fianna Fail party.
14
16:39:02 15 21st of October 1997. 1,000 pounds to the Fine Gael fundraising dinner.
16 According to Mr. O'Callaghan this payment was made at the request of
17 Councillor Therese Ridge. records provided by Mr. O'Callaghan suggest
18 that the cheque drawn on 21st of November 1997, made out to cash.
19
16:39:17 20 On the 30th of June 1998, 1,000 pounds to the Fianna Fail golf classic.
21 According to Mr. O'Callaghan this payment was made at the request of the
22 fundraising committee.
23
24 And on 22nd of February, in the year 2000, 1,000 pounds to the Fianna Fail
16:39:36 25 golf classic according to Mr. O'Callaghan, this payment was made at the
26 request of the fundraising committee.
27
28 It can be seen, therefore, that the largest payment made was the sum of
29 80,000 pounds paid to Fianna Fail in June of 1994. The sum of 100,000
16:39:51 30 pounds had originally been requested in September 1993 and Mr. O'Callaghan

16:40:00 1 had agreed to pay this sum but having made two other payments, namely,
2 Mr. Crowley and to the Mr. Albert Reynolds fundraising dinner he sought
3 and was given credit in respect of those amounts.

16:40:10 5 Charitable payment of 10,000 pounds.
6 This is not strictly speaking a political contribution but it was made as
7 a result of a request by Mr. Michael Billane who at the time was
8 Chairperson of south Dublin County Council.

16:40:23 10 Whilst not strictly speaking a political payment, the charitable payment
11 by Mr. O'Callaghan was on foot of a request made to him by Councillor Mick
12 Billane. Mr. O'Callaghan outlined a payment of 10,000 pounds in June of
13 1997 to a charity called City Wise. He made this following a request to
14 him from the then Chairman of south Dublin County Council, Mr. Mick

16:40:43 15 Billane. The donation to the charity in question was provision of a bus
16 for transporting children with special needs and the charity has confirmed
17 the donation.

16:40:58 19 The Tribunal will inquire into these payments including but not limited to
20 the contacts passing between Mr. O'Callaghan and various politicians, the
21 treatments of these payments in the books, records and accounts of the
22 relevant companies, so as to establish the nature and purpose of the
23 payment and to compare the accounting treatment of these payments with
24 other payments earlier referred to.

16:41:15 25
26 The commercial relationship between Mr. Owen O'Callaghan and/or his
27 related companies with companies associated with certain councillors.
28 1. McGrath and Essential Services Limited.
29 Essential Services Limited was incorporated on the 30th of January 1989.

16:41:34 30 The registered offices are at 48 Tower Road, Clondalkin. The beneficial

16:41:38 1 owner of this company is Councillor Colm McGrath and Ms. Ashling McGrath.
2 Essential Services between 28th of April 1995 and 5th of January 2004
3 invoiced Riga and Barkhill for variety of services. The documents
4 provided to the Tribunal record the services being provided as including
16:42:00 5 provision of security services at Quarryvale, supply of equipment,
6 provision of office accommodation, full details are not available on all
7 invoices.
8
9 The total value of the services as invoiced was 27,206.20 to January 2003.
16:42:19 10 And from January 2003 a sum of Euro 5,142.50. The existence of this
11 relation was discovered in the documentation provided to the Tribunal.
12
13 Councillor Colm Tyndall and Marine and General Insurances Limited.
14 Marine and General Insurance Limited was incorporated on 24th of February
16:42:47 15 1971. The registered offices are at Dolphin House, 80 Tower Road,
16 Clondalkin -- sorry.
17
18 This company is primarily involved with the provision of insurance
19 services. Marine and General Insurance Limited employed Councillor Colm
16:43:04 20 Tyndall since 1982, he was not of course a councillor as far back as 1982.
21 He was in 1991 he was elected as a councillor in July 1983 Marine and
22 General Insurance Limited started providing insurance services to Riga and
23 subsequently to Barkhill. The amounts of the premium are significant and
24 have increased over the years. The service continues to be provided.
16:43:27 25
26 Mr. Colm Tyndall has stated that as the vote on Liffey Valley or
27 Quarryvale took place in 1991 and as building works did not commence on
28 Quarryvale until 1996 that to suggest that there could be anything other
29 than a legitimate business connection is absurd.
16:43:43 30

16:43:43 1 As already stated, while the first vote on Quarryvale was the 16th of May
2 1991, the second equally important vote was on 17th of December 1992.
3 Documents discovered to the Tribunal by Marine and General Insurance show
4 that Mr. Lucey of O'Callaghan Properties had written to Mr. Tyndall at the
16:44:06 5 offices of Marine and General in October 1992, in connection with quoting
6 for the insurance for Quarryvale, the National Stadium and for two other
7 properties.

8
9 Marine and General Insurance Limited state that in the normal course of
16:44:21 10 their business, they put forward insurance quotations for insurance cover
11 to Barkhill, Riga, O'Callaghan Properties Limited and that their
12 quotations were acceptable.

13 A note of a meeting which took place on the 25th of June 1992 between
14 Mr. Owen O'Callaghan, Mr. Frank Dunlop and a Mr. Gerry Leahy makes a
16:44:42 15 record as follows.

16
17 And I should just preface this by saying, the note was taken by Mr. Gerry
18 Leahy who subsequently became involved in litigation with Mr. O'Callaghan.
19 The note of the meeting is alleged to have taken place on 25th of June
16:45:12 20 1992. And it records 7639. The document records that the Progressive
21 Democrats were being co-ordinated by G Tyndall who was handling the
22 insurance. That's at 7639.

23 Mr. Tyndall describes himself as being after consideration, supportive of
24 the Quarryvale developments. He denies any question of inducement or
16:45:34 25 reward.

26
27 Mr. John O'Halloran.

28 Mr. O'Halloran has told the Tribunal that following commencement of the
29 development at Quarryvale, he approached Mr. O'Callaghan with a view to
16:45:47 30 securing a catering contract. He provided catering services to Sisk, the

16:45:57 1 main contractor for the duration of the construction work on the site. He
2 did so through a trade name of ASIL catering. At this time and
3 subsequently, Mr. O'Halloran remained a member of south Dublin County
4 Council which had an ongoing involvement with the Quarryvale development.

16:46:15 5
6 Issue involving Mr. Gerry Leahy.

7 In addition to the matters outlined above, it appears that Mr. Gerry Leahy
8 then of Gunnes auctioneers believed that after a meeting between himself
9 and Mr. O'Callaghan and Mr. Dunlop, that he had made an agreement with
10 Mr. Callaghan about the appointment of Gunnes as agents for Quarryvale.

11
12 Documents record that Mr. Leahy believed in the event that the Quarryvale
13 zoning went through, that Gunnes would be appointed the selling or letting
14 agents for Quarryvale. Mr. Leahy had offered his help in working on the

16:46:51 15 Fine Gael members of the council and in particular Councillor Peter Brady,
16 who was vote was regarded as crucial. Mr. Leahy apparently believed that
17 if the zoning of Quarryvale went through with his help, then Gunnes would
18 be appointed the agents. Councillor Peter Brady, who was first elected

16:47:12 19 in 1991, initially opposed Quarryvale because of its size but did support
20 the project when the size was reduced. Councillor Brady agrees that he
21 was lobbied by amongst others Mr. Leahy, but is adamant that no one person
22 or organisation influenced his support. The driving force behind his
23 decision to support the motion, was to provide economic respite to the
24 community and it was at a meeting involving Mr. Leahy, Mr. O'Callaghan and

16:47:38 25 Mr. Dunlop, where it is recorded that Mr. Tyndall was coordinating the
26 Progressive Democrats.

27
28 The Tribunal will inquire into the commercial relationship between Mr.
29 O'Callaghan's companies on the one hand, and commercial entities
30 associated with certain councillors so as to see whether the existence of

16:48:00 1 any such commercial relationship influenced or was a factor in the
2 consideration of Quarryvale related matters by Mr. Councillors or might be
3 perceived as such.
4

16:48:12 5 Now, I am about to move on to a new topic, which is the utilisation of
6 false invoices by Mr. Dunlop and the late Mr. Lawlor to generate funds.
7
8 I don't know whether you wish me to embark on that topic now. I certainly
9 won't complete it before four o'clock.

16:48:27 10
11 CHAIRMAN: All right.
12

13 MS. DILLON: I am happy to start it.
14

16:48:28 15 CHAIRMAN: We will leave it until the morning. Are we sitting at half
16 ten?
17

18 MS. DILLON: As you wish.
19

16:48:36 20 CHAIRMAN: Half ten. And I should have said earlier that parties when
21 you, Ms. Dillon, are finished with your opening, which will probably be
22 sometime in the morning.
23

24 MS. DILLON: I suspect at this stage it is going to be lunchtime.

16:48:45 25
26 CHAIRMAN: All right. The parties will be provided with an opportunity
27 to reply on their client's behalf tomorrow after the conclusion of the
28 opening, if they wish to do so. And that also just to say that it's
29 entirely a matter for each party to decide if they wish to exercise that
30 right.

16:49:08

16:49:08

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2

The lack of reply on behalf of any party will not be taken as an

3

acknowledgement by that party of the truth or accuracy stated by

4

Ms. Dillon in her opening statement.

16:50:13

5

6

So half ten in the morning.

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8

THE TRIBUNAL THEN ADJOURNED UNTIL THE FOLLOWING DAY,

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WEDNESDAY 30TH NOVEMBER, 2005, AT 10:30 A.M..

16:50:21

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