

09:49:54 1 **THE TRIBUNAL COMMENCED AS FOLLOWS ON**

2 **WEDNESDAY 15TH OCTOBER 2006 AT 10.30 AM:**

3
4 CHAIRMAN: Morning Ms. Dillon.

10:36:14 5
6 MS. DILLON: Morning, sir. The first matter is Mr. Dunlop is going to be
7 examined by his own counsel and then I re-examine him in connection with the
8 Ballycullen/Beechill lands. And I should inform the tribunal in relation to
9 Mr. Don Lydon that I understand from Mr. O'Tuathail that the Tribunal will
10 receive a statement from Mr. Lydon this afternoon in relation to the extra
11 2,000 pounds and I understand that it will be accepted by Mr. Lydon that he
12 received that money. He is going to deal with it by way of a statement, so it
13 may be necessary that there will be some outstanding matters that will have to
14 be revisited at some future date.

10:36:50 15
16 CHAIRMAN: All right.

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18 MS. DILLON: Mr. Dunlop please.
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FRANK DUNLOP, RETURNS TO THE WITNESS BOX AND IS**EXAMINED BY MR. REDMOND:**

CHAIRMAN: Morning, Mr. Dunlop.

A. Morning Chairman, morning judges morning Ms. Dillon.

Q. 1 Mr. Chairman with your permission I have a number of question force Mr. Dunlop.

CHAIRMAN: Certainly.

Q. 2 MR. REDMOND: Could I start Mr. Dunlop by asking to you deal with the involvement of Liam Lawlor to the extent of your knowledge in relation to the Ballycullen rezoning, how did you first become aware of his involvement with Mr. Jones or the Jones Group?

A. Mr. Lawlor told me.

Q. 3 And do you recollect what he said to you in relation to his involvement?

A. Other than that he had been talking to Chris Jones about the difficulties that Mr. Jones was having in relation to his lands at Ballycullen.

Q. 4 Did he discuss with you strategy in relation to the rezoning of Ballycullen?

A. In general terms yes, what would be required, in relation to lobbying of councillors, but not in any great detail.

Q. 5 Did he make any claim either directly or obliquely that your involvement had been affected by his recommendation to Chris Jones?

A. Obliquely, yes.

Q. 6 Can you elaborate on that?

A. My -- Having had a relationship with Mr. Lawlor and Mr. Lawlor on various occasions having been responsible for my being brought on board with various people, I had a suspicion that he may well have been the person who made a recommendation.

Q. 7 In relation to the involvement of Mr. Lawlor, did he make any request of you for a share of your fees or for a payment by you to him?

A. No.

10:38:55 1 Q. 8 It is the case, is it not and evidence has previously been given that in
2 relation to different developments where an introduction had been affected by
3 Mr. Lawlor, that he requested of you a portion of your fees?

4 A. Correct.

10:39:07 5 Q. 9 Right. In the circumstances where he did not, in this particular rezoning,
6 request of you a fee or a portion of your fees, what conclusion did you draw?

7 A. Well my conclusion was that he, knowing him as I did, that he had entered into
8 an arrangement with Mr. Jones privately.

9 Q. 10 When was the first time that you became aware that he was paid upwards of
10:39:33 10 17,500 pounds by the Jones Group?

11 A. Well the first I became aware.

12
13 MS. KILROY: Excuse me, Chairman, sorry just if we could clarify for the
14 record, it's not the Jones Group, I think it was Mr. Chris Jones. Because the
10:39:46 15 Jones Group obviously had no ownership of the lands at Ballycullen. Thank you.

16
17 CHAIRMAN: All right, it's Mr. Chris Jones.

18
19 A. As this Module was opened I became aware, as the documentation was discovered.

10:39:58 20 Q. 11 MR. REDMOND: Right. If could I move on now to deal with the back drop to your
21 first meeting with Mr. Chris Jones, you in answer to questions put to you by
22 Ms. Dillon indicated that due to the culture of the meeting you were of the
23 opinion that he was aware of a significant meaning to the phrase "The ways of
24 the world" what did you mean by the culture of the meeting?

10:40:23 25 A. The meeting, notwithstanding the fact that it related to what could or could
26 not be done in relation to the Ballycullen lands during the course of the
27 Development Plan, was political in the context that politics were mentioned,
28 Mr. Jones unilaterally raised the issue in relation to the payments to
29 political parties as I already said in evidence, that was the nature of the
10:40:49 30 culture of the meeting.

- 10:40:51 1 Q. 12 You also said that you relied upon the atmosphere and the circumstances of the
2 meeting in reaching a conclusion as to the understanding of Ms. Jones, sorry
3 Chris Jones, what was your understanding or what did he mean by the atmosphere
4 and circumstances of the meeting?
- 10:41:06 5 A. Well as I said in relation to your first question, in relation to the culture,
6 the meeting was quite friendly and fairly business like because Mr. Jones was
7 that type of man, but he specifically raised the issue of being fed up paying
8 money to political parties.
9
- 10:41:29 10 And I said, I used the phrase "The ways of the world" and Mr. Jones did not ask
11 me what I meant by that. I did not proffer an explanation and from that as I
12 told Ms. Dillon some weeks ago, I understood Mr. Jones to understand what I
13 meant.
- 14 Q. 13 You also referred to the fact that you were aware of the fact that Mr. Chris
10:41:57 15 Jones had a background as a supplier and/or subcontractor in the construction
16 industry and what did that impart to you as, by way of understanding?
- 17 A. Well what it told me was Mr. Jones was a very successful businessman in the
18 construction industry or in the supply industry or in the electrical supply
19 industry, he had various companies and that he was a man of the world and he
10:42:22 20 knew that what the requirements were in specific circumstances to get things
21 done.
- 22 Q. 14 You also indicated that at your first meeting with Mr. Chris Jones he asked you
23 about a particular development in which you were involved, which development
24 was that?
- 10:42:37 25 A. Quarryvale.
- 26 Q. 15 Were you aware or are you aware of any connection between Chris Jones and the
27 parties who had retained your services in respect of the Quarryvale
28 development?
- 29 A. None.
- 10:42:50 30 Q. 16 None. What precisely did Mr. Jones ask you in respect of the Quarryvale

- 10:42:56 1 development?
- 2 A. Well he indicated that he knew that I was involved, he asked me how it was
3 going. This you will recall is at a time when votes were about to take place
4 in relation to Quarryvale. I told him that we were doing everything we could
10:43:16 5 to make sure that the thing would go ahead, he was very encouraging, he thought
6 it would be a great development and that was the generality of his remark.
- 7 Q. 17 Did he have any view in relation to the prospects of success or did he ask you
8 in relation to the prospects of success of the Quarryvale rezoning?
- 9 A. Well he did ask me about the prospects of success, I told him one never knew,
10:43:40 10 it was a question of voting on the day.
- 11 Q. 18 In relation to the evidence of Mr. Chris Jones, if I might move on to another
12 issue, Mr. Jones gave evidence to the Tribunal that he had a specific
13 discussion with you in the run up to the June 1991 elections whereby he has
14 indicated that you stated that we'll have to make political contributions and
10:44:09 15 do you have any recollection of that conversation taking place?
- 16 A. I never made such a remark to Mr. Jones.
- 17 Q. 19 Bearing in mind that you had a significant involvement in a considerable number
18 of developments are you in a position to confirm whether or not it was ever
19 your practice to encourage developers to make legitimate political
10:44:28 20 contributions in the run up to elections?
- 21 A. No.
- 22 Q. 20 In relation to any recommendations that you would make in relation to payments
23 to politicians, be they legitimate or illegitimate have you ever committed such
24 recommendations to writing?
- 10:44:48 25 A. Not to my knowledge, no.
- 26 Q. 21 An issue was raised in relation to the strategy report that you prepared in
27 relation to Ballycullen, and if I remember correctly your evidence was that
28 this was a very rare event, the preparation of a strategy statement?
- 29 A. Correct.
- 10:45:02 30 Q. 22 Why did you prepare a strategy statement in respect of Ballycullen?

- 10:45:06 1 A. Because Mr. Jones requested it.
- 2 Q. 23 Right. Have any other developer clients in the context of the Development
3 Plan, asked you specifically for a strategy statement that you can recall?
- 4 A. On one occasion I was asked for a progress statement by another developer for
10:45:25 5 submission to a bank.
- 6 Q. 24 And did you prepare that statement?
- 7 A. Yes, I did.
- 8 Q. 25 So would it be fair to say that whilst it would not be your practice to prepare
9 strategy report if same were specifically requested you would provide them?
- 10:45:38 10 A. Correct.
- 11 Q. 26 And bearing in mind you now confirmed would you never commit to writing a
12 recommendation to make payments to politician legitimate or illegitimate would
13 if be your view that there is nothing untoward about the absence of such a
14 recommendation from a strategy report?
- 10:45:54 15 A. Correct.
- 16 Q. 27 Now, you have already given evidence that you never discussed disbursements to
17 politicians with Mr. Chris Jones and Mr. Chris Jones appears to have a clear
18 recollection of you making a recommendation that legitimate contributions be
19 made in the run-up to elections, is there a possibility in your recollection
10:46:15 20 that you may have said anything which Mr. Jones may have confused or may
21 otherwise have legitimately drawn a conclusion that you were making such a
22 recommendation?
- 23 A. Other than the phrase that I have used in the context of which I outlined in
24 one of the early meetings with Mr. Jones about the ways of the world.
- 10:46:42 25 Q. 28 If I could move on then to deal with a number of questions that were put by
26 counsel for Mr. Chris Jones by way of a synopsis of your evidence. Were any
27 invoices that you addressed to either Ballycullen or Beechill ever queried?
- 28 A. No -- one. There was a credit note issued in relation to one invoice, so it is
29 a presumption on my part that some query about that invoice must have come from
10:47:11 30 either the Jones Group or somebody in the Jones Group and therefore that's the

- 10:47:15 1 reason for the credit note, but otherwise no.
- 2 Q. 29 It was also suggested that you were confused by the internal, if I can use that
- 3 phrase, the internal dynamic between Chris Jones, Derry Hussey, Ballycullen
- 4 Farms Limited, Beechill Properties Limited and the Jones Group, were you aware
- 10:47:34 5 of the distinction and dynamic between those groups?
- 6 A. Yes, I saw that reference by Hussey, no I was not confused about the dynamic.
- 7 Q. 30 It was also suggested that your invoicing system was chaotic, how would you
- 8 describe your invoicing system?
- 9 A. The invoicing system was quite normal. Invoices were issued per agreement with
- 10:47:54 10 clients and if there was any difficulty discussions took place.
- 11 Q. 31 There has been evidence given that a cheque in the sum of 6,000 pounds was
- 12 cashed by you on the 21st October 1993 in the context of this Tribunal, when
- 13 did you first become aware of that cheque?
- 14 A. I became aware of that cheque -- I became aware of that cheque on discovery, in
- 10:48:21 15 the discovery in the Tribunal, during the course of this module.
- 16 Q. 32 And would the same answer equally apply to the cheque for 2,000 pounds Irish on
- 17 the 3rd October 1993?
- 18 A. Yes.
- 19 Q. 33 Then just two final matters Mr. Dunlop, in relation to the payment John
- 10:48:38 20 O'Halloran, you had indicated that you required the services of Mr. O'Halloran
- 21 going forward and that despite his failure to turn up and vote on the
- 22 Ballycullen rezoning, you made a payment to him nonetheless. Is it the case
- 23 that he subsequently proved reliable in relation to providing support for other
- 24 projects in which you were involved?
- 10:48:57 25 A. Absolutely.
- 26 Q. 34 In relation to payments to Tom Hand, is it the case that you ever failed to
- 27 honour a promise of payment to Tom Hand whether or not he turned up at a
- 28 particular vote?
- 29 A. I never failed to honour a payment.
- 10:49:13 30 Q. 35 And in the aftermath of Ballycullen was it the case that Mr. Hand also proved

10:49:18 1 reliable in relation to other projects in which you were involved?

2 A. Very.

3 Q. 36 Thank you Mr. Dunlop. Thank you Chairman.

4

10:49:24 5 CHAIRMAN: I think all the other parties have cross examined, do you want to
6 ask Mr. Dunlop any questions?

7

8 MS. DILLON: Yes just a number of issues.

9

10:49:31 10 **THE WITNESS WAS RE-EXAMINATION BY MS. DILLON AS FOLLOWS:**

11

12 Q. 37 Good morning, Mr. Dunlop.

13 A. Morning Ms. Dillon.

14 Q. 38 Can I ask you first of all about a matter that came to light after you

10:49:40 15 completed your evidence, there are two cheques, 3645 please? This is a cheque
16 made out to cash by Mr. Christopher Jones in the sum of 2,500 pounds, I am just
17 drawing to your attention the signature beneath the cheque. Now this sum was
18 already included in the financial documents I had put to you but the actual
19 cheque had not been available?

10:50:00 20 A. Yes.

21 Q. 39 And what I want to draw to your attention is while your signature appears on
22 the reverse of the cheque it is in fact made out to cash?

23 A. Yes.

24 Q. 40 Can you remember the circumstances in which Mr. Jones came to make a cheque out
10:50:11 25 to cash to you?

26 A. I genuinely, no, I can't. Sorry, I can't, Ms. Dillon, no.

27 Q. 41 You told Mr. Redmond a few moments ago that payments were made on foot of
28 invoices?

29 A. Correct.

10:50:22 30 Q. 42 Would it follow from that, this payment would have been generated by an

10:50:28 1 invoice?

2 A. I have no evidence of any such invoice or, in my own discovery, or I haven't

3 seen any such invoice so I would say no.

4 Q. 43 Right. And in circumstances if the Tribunal hadn't picked up on the payment

10:50:42 5 from your records there is no other documentation that you could supply the

6 Tribunal or Mr. Jones could supply the Tribunal to indicate that you had been

7 paid 2,500 pounds on the 11th August '92?

8 A. Correct.

9 Q. 44 Can I show you the second cheque at page 3646, and this is a cheque I think

10:51:01 10 dated 7th or thereabouts of May 1992, it's a cheque made out to cash, can you

11 confirm for the record that the signature on the reverse of the cheque is

12 yours?

13 A. Yes, its a little more legible than the previous one, yes.

14 Q. 45 But this is a cheque that the Tribunal and a payment that the Tribunal did not

10:51:23 15 have and was not included in the calculations when we went through the

16 financial records, Mr. Dunlop, isn't that right?

17 A. Yes.

18 Q. 46 So this is an additional payment that was made to you by Mr. Jones?

19 A. Correct.

10:51:28 20 Q. 47 And that was a payment that was made in May of 1992?

21 A. Correct.

22 Q. 48 And again I want to point out to you that its a cheque made out to cash?

23 A. Yes.

24 Q. 49 And its likely is it not that you cashed the cheque and kept proceeds by way of

10:51:39 25 cash?

26 A. Most likely.

27 Q. 50 And the same with the previous cheque?

28 A. Correct.

29 Q. 51 Right. Can you recollect anything about the circumstances in which Mr. Jones

10:51:47 30 came to make a payment by way of a cheque made out to cash to you?

10:51:51 1 A. No I'm afraid I can't. No I'm afraid I can't.

2 Q. 52 Is it possible, Mr. Dunlop, that there are other payments that just haven't

3 come to light because they are cheques made out cash?

4 A. From Mr. Jones.

10:52:08 5 Q. 53 Yes.

6 A. No, I don't think so.

7 Q. 54 Well how can you say that Mr. Dunlop when you didn't recollect this payment and

8 you didn't know anything about this cheque until the Tribunal produced it to

9 you, isn't that right?

10:52:17 10 A. Well I am quite surprised by that cheque I have to say, that's my honest answer

11 to you. I am quite surprised by it, but its my signature on the back of it and

12 to the best of my recollection, no.

13 Q. 55 Yes, but you have no recollection at all if I understand you correctly of this

14 payment in this manner?

10:52:37 15 A. Yes, none.

16 Q. 56 Until such time as the cheque was produced to you with your signature on the

17 back of it?

18 A. Correct.

19 Q. 57 All I am suggesting to you, Mr. Dunlop, is it follows from that there may be

10:52:47 20 other cheques of a similar nature which simply have not been located?

21 A. I don't know but I would be very surprised if there were.

22 Q. 58 Well could you rule out that possibility?

23 A. I would be inclined to rule out that possibility, yes.

24 Q. 59 Can I show you two invoices, Mr. Dunlop, and if we could have page 1722 and

10:53:07 25 3688 together please and I will give you copies of the invoices, Mr. Dunlop.

26 3688.

27 These are two invoices that were dealt with in August of 1992 and if we could

28 have the full invoices on screen, just the way they were a moment ago -- yeah,

29 thank you. I want to draw to your attention that one invoice is dated 18th

10:53:42 30 August 1992 that's the invoice that's headed Frank Dunlop and Associates at

10:53:46 1 page 1722 and the second invoice is not dated but it contains an initial "DH"
2 and a date of the 28th August '92 and a cheque number?
3 A. Yeah.
4 Q. 60 Which I understand is a Beechill Properties cheque, I think?
10:54:01 5 A. Beechill Properties?
6 Q. 61 I think so?
7 A. Not Ballycullen.
8 Q. 62 Yes, the Beechill Properties cheque?
9 A. Right.
10:54:09 10 Q. 63 According to Mr. Derry Hussey who gave evidence?
11 A. Right.
12 Q. 64 Now, I want to draw to your attention a number of differences between the two
13 invoices and if you start with the word "Fee note" on page 3688 and the
14 equivalent word on 1722 is invoiced, do you see that?
10:54:26 15 A. Yes.
16 Q. 65 And before I start on this exercise, Mr. Dunlop, would you accept as a general
17 premises that invoice number 1722 is not a carbon copy of fee note 3688?
18 A. I would think not, no.
19 Q. 66 So if we just look at the differences between the two. First the document at
10:54:50 20 1722 is designated an invoice whereas the document at 3688 is designated a fee
21 note.
22 A. Yes.
23 Q. 67 The address to which the invoice is directed is accounts payable, the Jones
24 Group, Beechill, Clonskeagh but there is no address on the fee note to which
10:55:05 25 its directed, isn't that correct?
26 A. Correct.
27 Q. 68 The invoices on the headed notepaper of Frank Dunlop and Associates and the fee
28 notes has the name Frank Dunlop and Associates but at the bottom and not top of
29 the document, isn't that right?
10:55:18 30 A. Yes.

- 10:55:19 1 Q. 69 The designation or description of the work that's done, the invoice describe it
2 is as "to professional services in respect of public affairs programme and
3 communications training." Whereas the description on the fee note is "to
4 professional services in respect of public affairs communications programme and
10:55:34 5 training."
6 Now, due to the reversal of the words "programme and communications" I suggest
7 it means two documents were typed separately, isn't that right?
8 A. Yes.
9 Q. 70 And the address on both, one is at the top and the other is at the bottom?
10:55:52 10 A. (Nods head)
11 Q. 71 Is it likely that what happened in August of 199 -- sorry the other matter I
12 want to draw to your attention is the word "Ballycullen" is written at the top
13 of the fee note, it's handwritten and not quite legible, do you see that?
14 A. Yes, I can see it but its not my handwriting.
10:56:10 15 Q. 72 That's correct. Now, this would suggest Mr. Dunlop, that two documents
16 claiming fees were issued in August of 1992?
17 A. It would appear so, yes.
18 Q. 73 If would appear on the face of one of the documents that one of them was paid
19 by way of a cheque drawn on Beechill Properties Limited according to Mr. Derry
10:56:30 20 Hussey.
21 A. If that is his evidence, yes.
22 Q. 74 That's his evidence.
23 A. Yes.
24 Q. 75 In relation to the other document, is it possible that you were also paid the
10:56:39 25 second payment of 7,500 pounds?
26 A. It is possible, it is possible. The only reason that I demur somewhat, is that
27 it is most unusual to issue, for me or my office to issue an invoice in the
28 format on page 3688, in other words fee note.
29 Q. 76 Yes, but that's the one that was paid according to the notation that's on it?
10:57:11 30 A. Yes, yes. And it obviously is Derry Hussey's initials and the date and the

10:57:19 1 cheque number 1947, but it is most unusual.

2 Q. 77 Yes. But we also know do we not, Mr. Dunlop, that Mr. Jones on at least two

3 occasions paid you by way of cheques made out to cash?

4 A. Yes.

10:57:30 5 Q. 78 We know that he drew those cheques on his personal bank account?

6 A. Correct.

7 Q. 79 We also know that if the signature on the reverse of the cheque had not been

8 picked up, the Tribunal would not know?

9 A. Correct.

10:57:40 10 Q. 80 That those payments were made by Mr. Jones to you, isn't that right?

11 A. That's correct.

12 Q. 81 In the light of that information and in view of the fact that the fee note was

13 paid by Mr. Hussey on Beechill Properties Limited, I am asking you is it not

14 possible that there was another payment of 7,500 pounds, albeit not from

10:57:58 15 Beechill Properties Limited, that it could have been from some other source?

16 A. Some other source in Beechill, Ballycullen.

17 Q. 82 Mr. Christopher Jones for example?

18 A. Yes, it is possible. Yes, it is possible. I wouldn't deny the possibility.

19 What I'm saying to you is that it is a most unusual format, notwithstanding the

10:58:22 20 fact that it is marked as paid, this one is not, 1722 is not. But I -- all I

21 can do in the circumstances is say to you that it is possible.

22 Q. 83 Yes. Well the document that's not marked paid at 1722 was supplied to the

23 Tribunal by you?

24 A. That's correct this one is mine.

10:58:41 25 Q. 84 So I suggest to you its unlikely to be marked paid because the paid version

26 would have come from Mr. Christopher Jones?

27 A. Correct, yes.

28 Q. 85 At this time and it it has been your evidence, you were involved in two jobs

29 for Mr. Jones and his interests, one was in connection with Beechill which

10:58:57 30 Mr. Derry Hussey has given evidence about, and one was in connection with

- 10:59:01 1 Ballycullen Farms, isn't that correct?
- 2 A. Correct.
- 3 Q. 86 It would appear according to Mr. Hussey's evidence that the payment of the 28th
- 4 of the 8th '92, was a Beechill Properties payment?
- 10:59:12 5 A. The fee note.
- 6 Q. 87 3688 the fee note, isn't that right?
- 7 A. Yes, yeah.
- 8 Q. 88 All I am suggesting to you is that you could have received another payment in
- 9 August of 1992 referable to Ballycullen but paid from a different source than
- 10:59:26 10 the bank account of Beechill Properties?
- 11 A. It is possible, yes.
- 12 Q. 89 And can I also just point out to you for completeness at page 1609 please?
- 13 This is information that has been supplied to the Tribunal?
- 14 A. By me.
- 10:59:45 15 Q. 90 By you, Mr. Dunlop and I want to draw to your attention a lodgement on the 20th
- 16 of August 1992 if you come down some seven or eight lines down from the top.
- 17 And you will see?
- 18 A. Yes.
- 19 Q. 91 The 20th of the 8th 1992 and a credit of 5,000 pounds, do you see that?
- 11:00:05 20 A. Yes I do.
- 21 Q. 92 You will see that there is no explanation provided for the source of that
- 22 money?
- 23 A. Correct.
- 24 Q. 93 Now, we know that could not be the Beechill Properties cheque because that
- 11:00:14 25 wasn't paid until the 28th, isn't that right?
- 26 A. Yes.
- 27 Q. 94 Now, this lodgement therefore to your bank account on the 20th August 1992, the
- 28 source of it is unexplained by you, isn't that right?
- 29 A. Correct, yes.
- 11:00:25 30 Q. 95 But the source of it could be another payment from Ballycullen Farms Limited if

- 11:00:29 1 you had been paid another sum of 7,500 pounds in August 1992?
- 2 A. Yes, that is possible.
- 3 Q. 96 Yes. Can I ask you about another matter now just very briefly in fairness to
4 yourself, when Mr. Liam Cosgrave gave evidence, Mr. Dunlop, he referred in his
11:00:50 5 evidence to Garda statements, statements you had made to the Gardai, and he
6 indicated or told the Tribunal that in a statement you had made to the Gardai
7 outlining monies that you said you had given to Mr. Cosgrave, that you had not
8 told the Gardai about the payment that you now say or that you say you made to
9 Mr. Cosgrave in connection with Ballycullen. That would have been the payment
11:01:13 10 in October, November 1992, do you understand the --
- 11 A. Yes, but --
- 12 Q. 97 What Mr. Cosgrave said was that a statement you had made to the Gardai in
13 relation to payments you had made to Mr. Cosgrave, I am just telling you now
14 before we look at the document what Mr. Cosgrave said, that that statement by
11:01:29 15 you did not contain a statement to the effect that you had paid him money in
16 1992 in connection with Ballycullen Farms?
- 17 A. Mm-hmm.
- 18 Q. 98 And I just want to draw to your attention at page 3740 in fairness to yourself,
19 the statements were obtained from Mr. Cosgrave and they were circulated that
11:01:49 20 the first, the payments that are outlined at one to nine that are made to
21 Mr. Cosgrave and are contained in your statement to Gardai, relate to evidence
22 you gave in Carrickmines Module, do you see that?
- 23 A. Correct, yes.
- 24 Q. 99 In other words the statement you provided to the Gardai contrary to what
11:02:08 25 Mr. Cosgrave may have believed or understood did not relate to all payments you
26 say you made to Mr. Cosgrave, they related in particular to payments in the
27 Carrickmines 1 Module, and in particular also from the following page at 3741
28 to payments that were made in 1997, isn't that correct?
- 29 A. Correct.
- 11:02:24 30 Q. 100 So that when Mr. Cosgrave gave his evidence complaining in effect that you had

11:02:29 1 not included the payment you say was made in connection with Ballycullen, you
2 weren't dealing with that payment in your statement to the Gardai, is that
3 fair?

4 A. Correct.

11:02:38 5 Q. 101 Right. And if I could turn to deal with Mr. John Hannon, Mr. Dunlop? I want
6 to remind you of the evidence that was given by Mr. John Hannon to the
7 Tribunal, he said "You called to his house in November 1992, that you rang him
8 and asked him could you call out to see him, you stayed about ten minutes and
9 that you gave him an envelope containing 500 or 1,000 pounds in cash, he can't
11:03:06 10 remember which." You have not indicated to the Tribunal that you made any such
11 payment to Mr. Hannon, can you tell the Tribunal what your attitude is to
12 Mr. Hannon's assertion that you paid him 500 to 1,000 pounds in cash in
13 November '92?

14 A. Yes. No absolutely, I have no recollection of that whatsoever and for
11:03:22 15 completeness, might I add, I do not ever recollect being asked for money by
16 Mr. Hannon, for any purpose, legitimately or otherwise and I have no
17 recollection of ever giving him an envelope of cash. Secondly, and just
18 correct me if I am wrong, at the outset did you say I called to his house.

19 Q. 102 Yes.

11:03:45 20 A. No, I have never been to Mr. Hannon's house.

21 Q. 103 Mr. Hannon doesn't say that he asked you for money, he says you telephoned him,
22 you arranged to meet him, he called to your house and you gave him an envelope.

23 A. He called to my house?

24 Q. 104 Sorry, you called to Mr. Hannon's house?

11:04:01 25 A. I don't know where Mr. Hannon lives, I have never been to Mr. Hannon's house.

26 Q. 105 Well can you think of any reason why Mr. Hannon would decide that you had paid
27 him 500 to 1,000 pounds in circumstances where you hadn't?

28 A. Well I just don't know. I had some dealings with Mr. Hannon, I think I gave
29 evidence to the effect that Mr. Hannon was quite busy and he wasn't always
11:04:25 30 available, but I have no recollection whatsoever of giving any money to

- 11:04:30 1 Mr. Hannon.
- 2 Q. 106 Well do you dispute Mr. Hannon's evidence?
- 3 A. Yes, I would. Because I certainly have no recollection of ever giving money to
- 4 Mr. Hannon.
- 11:04:40 5 Q. 107 Right. And can we turn finally, Mr. Dunlop, to deal with Mr. Larkin, you will
- 6 remember that you gave evidence in relation to Mr. Jack Larkin and that you
- 7 said that you had made a payment to Mr. Larkin in connection with his support
- 8 for Ballycullen/Beechill. It was pointed out to you I think, that he didn't
- 9 attend a vote in October 1992 and subsequently Mr. O'Tuathail in
- 11:05:01 10 cross-examination on behalf of Mr. Lydon, suggested to you that Mr. Larkin had
- 11 been ill?
- 12 A. Yes.
- 13 Q. 108 And hadn't been attending and your response to that was even if he was ill he
- 14 was still around the council, is that correct?
- 11:05:11 15 A. Yes.
- 16 Q. 109 Now, and I think that the parameters were and I what was put to you, taking the
- 17 earliest and latest point within which you could have paid Mr. Larkin, it was
- 18 put to you between the 1st October and 15th October you would have paid the
- 19 other seven councillors and you agreed that that was so?
- 11:05:30 20 A. Correct.
- 21 Q. 110 So that the time period within which you would have made certain payments in
- 22 Ballycullen was between the 1st October and the 15th November?
- 23 A. Yes.
- 24 Q. 111 Following on the cross-examination by Mr. O'Tuathail, the Tribunal conducted
- 11:05:46 25 some further inquiries and if we just go through the documentation, Mr. Dunlop,
- 26 and if we start with 3382?
- 27 And these are records of attendances at Dublin County Council first,
- 28 Mr. Dunlop, you will see that Mr. Larkin was in attendance on the 13th July
- 29 '92?
- 11:06:04 30 A. Mm-hmm.

- 11:06:05 1 Q. 112 At 3383 please? This is the 14th September and Mr. Larkin is not in
2 attendance. On the 29th September at 3384, Mr. Larkin is not in attendance, do
3 you see that, Mr. Dunlop?
- 4 A. Yes.
- 11:06:24 5 Q. 113 3385, 30th September Mr. Larkin is not in attendance.
6 3386, the 1st October 1992 Mr. Larkin is not in attendance.
7 3387 the 12th October 1992, Mr. Larkin is not in attendance.
8 3388 the 16th October 1992 Mr. Larkin is not in attendance.
9 3389 the 28th October 1992, Mr. Larkin is not in attendance.
11:07:03 10 The 29th October 1992, 3390, Mr. Larkin is not in attendance?
- 11 A. Mm-hmm.
- 12 Q. 114 3391, the 30th October 1992 Mr. Larkin is not in attendance.
13 The 6th November 1992, 3392, Mr. Larkin is not in attendance, do you see that?
- 14 A. Yes.
- 11:07:25 15 Q. 115 3393, the 9th November 1992, Mr. Larkin is not in attendance.
16 3394 the 12th November 1992, Mr. Larkin is not in attendance.
17 3395 the 30th November 1992, Mr. Larkin is not in attendance.
18 3396 the 2nd December 1992, Mr. Larkin is not in attendance.
19 3397 the 4th December '92, Mr. Larkin is not in attendance.
11:07:58 20 The 14th December '92, 3398 Mr. Larkin is not in attendance.
21 17th December 1992, 3399 Mr. Larkin is in attendance. So Mr. Larkin attend a
22 meeting on 13th July 1992 and his next recorded attendance is the 17th December
23 1992?
- 24 A. Yes.
- 11:08:21 25 Q. 116 Following on the matters that were put to you in cross-examination by
26 Mr. O'Tuathail, the Tribunal engaged in correspondence with the personal
27 representative of the estate of Mr. Larkin and the Tribunal was initially told,
28 3380 please, that Mr. Larkin had a bypass operation in September 1992 and that
29 he only returned to the Council in January of 1993 and then stated on that
11:08:52 30 letter that it seemed impossible a payment could have been made but what was

11:08:56 1 important there was the date in that September 1992, Mr. Larkin had a bypass
2 operation.

3
4 The Tribunal asked for further information to be provided in relation to this
11:09:06 5 matter and at 3637, the solicitors on behalf of the estate provided the
6 Tribunal with the following information by way of documentation.

7
8 "1. A copy letter from Our Lady of Lourdes Hospital, Drogheda, certifying that
9 Mr. Larkin was a patient at the hospital during the following periods. He was
11:09:26 10 admitted on the 9th September 1992 and discharged on 6th October 1992. He was
11 then re-admitted to Our Lady of Lourdes Hospital on 21st October 1992 and
12 discharged on 4th November 1992."

13
14 The second document that the Tribunal was provided in that letter was a letter
11:09:45 15 from the Blackrock Clinic "confirming that Mr. Larkin was a patient in the
16 Blackrock Clinic from 6th October to 21st October '92."

17
18 So those two letters establish the following in patient treatment for
19 Mr. Larkin. On the 9th September 1992 he was admitted to Our Lady of Lourdes
11:10:03 20 Hospital and discharged on the 6th October and on the 6th October he was
21 admitted to the Blackrock Clinic and he was discharged from the Blackrock
22 Clinic on 21st October and he was re-admitted to Our Lady of Lourdes Hospital
23 on 21st of October where he stayed until 4th November 1992.

24
11:10:20 25 That means between the 9th September '92 and the 4th November 1992, the late
26 Mr. Jack Larkin was an in patient having cardiac surgery in two hospitals and I
27 think you must accept, Mr. Dunlop, that at a minimum between 9th September 1992
28 and 4th November 1992, whatever Mr. Larkin was doing he was not receiving 1,000
29 pounds from you in or around Dublin County Council?

11:10:44 30 A. Well two things. I visited Mr. Larkin in hospital.

- 11:10:47 1 Q. 117 Can we just stay with your evidence?
- 2 A. When Mr. Larkin was in hospital in Our Lady Hospital in Drogheda and that's
- 3 point number one and point number two, I gave Mr. Larkin 1,000 pounds in
- 4 relation to the Ballycullen rezoning in the location that I said to you in
- 11:11:04 5 evidence, specifically in relation to Ballycullen. I do not resile one single
- 6 iota from that.
- 7 Q. 118 If we go back to the question Mr. Dunlop that I put to you, is accepting what
- 8 the documentation says, Mr. Larkin was a cardiac in patient in two hospitals
- 9 between the 9th September 1992 and the 4th November 1992 and in those
- 11:11:30 10 circumstances it was a physical impossibility that he was receiving money from
- 11 you in Conway's or in or around Dublin County Council between those dates,
- 12 doesn't that follow?
- 13 A. Between those dates, yes.
- 14 Q. 119 And you have never suggested to the Tribunal that you visited Mr. Larkin in Our
- 11:11:45 15 Lady of Lourdes Hospital and there gave him any money?
- 16 A. No, no, I have not, and I do not now either.
- 17 Q. 120 Right. In so far certainly as the availability of Mr. Larkin to receive the
- 18 money that you say he asked for, he was not physically capable of being present
- 19 between the 4th -- 9th September 1992 and the 4th November 1992 to receive
- 11:12:04 20 money from you or anybody else, isn't that right?
- 21 A. Correct.
- 22 Q. 121 Now, following on that both of those, that information was provided by Messrs
- 23 PJ Walsh who went on to say they believe after he left hospital he had spent
- 24 two weeks in a nursing home. You have read the supporting documentation from
- 11:12:25 25 Our Lady of Lourdes Hospital in Drogheda and the Blackrock Clinic which
- 26 confirms that during those dates Mr. Larkin was an in patient, isn't that
- 27 right?
- 28 A. Correct.
- 29 Q. 122 And at page 3638 and 3639, the two certificates in effect from the two
- 11:12:41 30 hospitals certifying that Mr. Larkin was an in patient between those two dates?

11:12:46 1 A. Yes.

2 Q. 123 Now, accepting those hospitals are correct in their information that means

3 Mr. Larkin was an in patient between the 9th September and 4th November 1992?

4 A. Correct.

11:12:55 5 Q. 124 Messrs PJ Walsh and Company told the Tribunal they understood from their

6 instructions that after he left hospital he went to a nursing home. The

7 Tribunal asked them to make further inquiries and it would appear that Messrs

8 PJ Walsh believe that a VHI claim covering the period the 4th to the 18th

9 November of 1992 relates to the Clino nursing home, where they say Mr. Larkin

11:13:25 10 was for the two week period after he left hospital, page 3768 please.

11

12 This is the documentation from the Voluntary Health Insurance in relation to

13 various claims made by the late Mr. Jack Larkin. In relation to the third

14 paragraph they refer to admissions to the Blackrock Clinic between 6th and 21st

11:13:51 15 October and Our Lady of Lourdes Hospital between 21st October and 4th November

16 1992 and two ambulance transfers, the 6th October and 21st October between

17 those two hospitals. So that seems to conclusively establish that between the

18 dates that I have mentioned to you, Mr. Dunlop, between 9th September '92 and

19 4th November 1992 Mr. Larkin was in hospital, was transferred by ambulance to

11:14:16 20 the Blackrock Clinic and brought back to Our Lady of Lourdes Hospital, isn't

21 that right?

22 A. Yes.

23 Q. 125 If we go on through the letter VHI say "Unfortunately there are two claims

24 2095979 and 2088577 for which we can not obtain any details as the information

11:14:33 25 has now been dropped from our records. However we set out below the dates for

26 which they refer and these may be of help in in checking directly with the

27 Clino nursing home. And a claim was made 2095979 from 4th to 18th November

28 1992." That's the two week period immediately following Mr. Larkin's discharge

29 from Our Lady of Lourdes Hospital. Isn't that right?

11:14:56 30 A. Yes.

- 11:14:57 1 Q. 126 You will have seen in the earlier documentation that Mr. Larkin was discharged
2 on 4th November 1992 and now there is a claim to the VHI for in patient care
3 somewhere between the 4th and 18th November 1992?
4 A. Correct.
- 11:15:11 5 Q. 127 I say to you, Mr. Dunlop, that that suggests between the 4th and 18th November
6 1992, Mr. Larkin was in some sort of assisted care for which he was able to
7 make a claim to the VHI?
8 A. Yes, it would suggest yes.
- 11:15:29 9 Q. 128 And that would mean, if that is so and he was in the Clino nursing home, then
10 he was not in or around Dublin County Council between the 4th and 18th November
11 1992?
12 A. It would suggest that, yes.
- 13 Q. 129 I would go further, Mr. Dunlop, and I'd say it does more than suggest it. I
14 say to you this established beyond a shadow of a doubt that between 9th
11:15:53 15 September 1992 and 18th November 1992, Mr. Larkin was nowhere near Dublin
16 County Council offices for you to pay him any money?
17 A. Well, I recollect Mr. Larkin being in the environs of Dublin County Council, I
18 can't put an exact date on it, after being discharged from some hospital by
19 virtue, the reason I recollect it is because various councillors were asking
11:16:14 20 what he was doing there and that he shouldn't be there and he wasn't needed and
21 if he was needed for a vote they would call him.
22
23 But I accept the outline that you have made in relation to the dates. I would
24 not dispute it.
- 11:16:32 25 Q. 130 But you see, what's much more serious Mr. Dunlop is if I could have day 608
26 page 123 please, I am looking for question 912, you see, Mr. Dunlop, you have
27 made a very serious allegation against the late Mr. Larkin in circumstances
28 where Mr. Larkin is not here to defend himself, isn't that right?
29 A. Yes.
- 11:17:00 30 Q. 131 And your allegation was that you paid him 1,000 pounds in or around Dublin

- 11:17:05 1 County Council in connection with the Ballycullen lands?
- 2 A. Correct, yes.
- 3 Q. 132 You were asked, taking the parameters in which you paid him at its widest that
- 4 the earliest date you would have paid was the 1st October and latest date was
- 11:17:18 5 15th November and you said that that was correct?
- 6 A. Yes.
- 7 Q. 133 You must now accept from the documentation that's been put to you today that
- 8 between the 9th September '92 and 18th November 1992, Mr. Larkin was an in
- 9 patient medical care throughout all of that time?
- 11:17:33 10 A. Yes.
- 11 Q. 134 And that he could not have been in or around Dublin County Council between the
- 12 1st of October and the 15th November to receive any money from you?
- 13 A. Other than in circumstances where he came to the environs of Dublin County
- 14 Council from care, I don't know. I can't answer that question but the answer
- 11:17:51 15 to your question is, yes.
- 16 Q. 135 You are not seriously suggesting he got out of his bed in Our Lady of Lourdes
- 17 Hospital after having a triple bypass to travel to Dublin to get 1,000 pounds
- 18 from you?
- 19 A. No, I am not and I never did.
- 11:18:03 20 Q. 136 Right. And you must accept that somebody who has had a very serious heart
- 21 operation his primary concern would have been getting better?
- 22 A. Correct.
- 23 Q. 137 And that what Mr. Larkin did and what he was obviously medically advised to do
- 24 was went to Our Lady of Lourdes Hospital, from there to Blackrock Clinic and
- 11:18:19 25 then he went to a nursing home?
- 26 A. Correct.
- 27 Q. 138 That's a nursing home I understand in Skerries?
- 28 A. I don't know.
- 29 Q. 139 Are you suggesting that he got out of his bed in the nursing home to come into
- 11:18:29 30 Dublin County Council to take 1,000 pounds off you?

- 11:18:30 1 A. No and I have never suggested that.
- 2 Q. 140 That mean, Mrs. Dunlop, that when you swore to the Tribunal that you had paid
3 Mr. Larkin between the 1st October and the 15th November 1992 you were wrong?
4 A. I could have been, yes.
- 11:18:42 5 Q. 141 Its not could have been now, if the man is in hospital and is in continuous
6 medical care and there is no evidence that he left any of those institution it
7 follows that when you said that you paid him between the 1st October '92 and
8 the 15th November 1992, you were wrong?
9 A. Yes.
- 11:18:59 10 Q. 142 Are you now telling the Tribunal you must have paid Mr. Larkin after he left
11 the nursing home?
12 A. I must have paid him on another date, yes, not within those parameters that I
13 alluded to earlier on.
14 Q. 143 Which means your evidence the Tribunal cannot rely upon or accept the evidence
11:19:17 15 you have given to this moment in time in relation to the payment you say you
16 made to Mr. Larkin?
17 A. Other than I made a payment to him.
18 Q. 144 But you don't know when, Mr. Dunlop and you don't know what time?
19 A. After the vote.
- 11:19:34 20 Q. 145 Mr. Quinn reminds me why were you paying him at all when he was sick and he
21 wasn't going to be there?
22 A. Because I had promised him earlier on we had spoken about it earlier on.
23 Q. 146 But when did you speak to him about it earlier on, the man is in hospital from
24 9th September '92?
11:19:50 25 A. Yes.
26 Q. 147 So when did you speak to Mr. Larkin and when were you asked for 1,000 pounds?
27 A. In the course of lobbying that I would have done in relation to the other
28 councillors.
29 Q. 148 Well when did you meet him?
11:20:01 30 A. I think I gave evidence already that I knew exactly where to meet Mr. Larkin,

- 11:20:04 1 he had a seat in a special place in a special pub and that's where I met him.
- 2 Q. 149 Well he had a bed in a special place Mr. Dunlop from the 9th September 1992 and
- 3 he wasn't available to you in Conway's pub or anywhere else between that date
- 4 and a later part of November 1992, isn't that the position?
- 11:20:21 5 A. I am not disputing that, but what you asked me when I spoke to him. I spoke to
- 6 him in the course of, as I normally did in relation to lobbying all councillors
- 7 and that is where I lobbied him.
- 8 Q. 150 If Mr. Larkin was in hospital from the 9th September 1992, you must have spoken
- 9 to Mr. Larkin about Ballycullen before the 9th September 1992?
- 11:20:42 10 A. Correct.
- 11 Q. 151 Is that now your evidence?
- 12 A. I would have spoken to him before in the lobbying exercises that I conducted in
- 13 relation to Ballycullen with all the councillors.
- 14 Q. 152 But you knew did you not, that Mr. Larkin was going no hospital because
- 11:20:55 15 everybody apparently new Mr. Larkin was having surgery in or around that time?
- 16 A. No, I did not know that, and I remind you Ms. Dillon that as far as I
- 17 recollected this was a matter that was dealt with rather suddenly. As far as I
- 18 recollected and that there was a motion before the council wishing him well.
- 19 Q. 153 But the motion I think is dated 21st September '92 isn't, that right?
- 11:21:18 20 A. Correct.
- 21 Q. 154 The motion on the Ballycullen lands didn't, its dated 21st of September, sorry
- 22 beg your pardon 28?
- 23 A. No 28th.
- 24 Q. 155 28th September, isn't that correct?
- 11:21:28 25 A. Correct, yes.
- 26 Q. 156 So the motion doesn't go into the council until 28th September?
- 27 A. Correct.
- 28 Q. 157 So you are telling the Tribunal before the motion is ever put down to rezone
- 29 this lands, you have been the 9th of September '92 when Mr. Larkin goes into
- 11:21:42 30 Our Lady of Lourdes Hospital, you have lobbied him and he has asked you for

- 11:21:44 1 1,000 pounds for Ballycullen?
- 2 A. Yes and the fact that the motion would only go in on a specific date, that does
- 3 not follow that there is no lobbying conducted prior to that date, as with all
- 4 other development issues.
- 11:22:00 5 Q. 158 The position therefore is in relation to Mr. Larkin, is that what you now tell
- 6 the Tribunal is you must have spoken to him before he went into hospital?
- 7 A. Yes.
- 8 Q. 159 And you must have paid him after he came out of hospital?
- 9 A. Yes.
- 11:22:10 10 Q. 160 And your previous evidence about having paid him between the 1st of October and
- 11 15th November falls away now?
- 12 A. Yes, not within those dates, no.
- 13 Q. 161 I suggest to you Mr. Dunlop, that it undermines your entire credibility in
- 14 relation to your evidence in Ballycullen, because you swore to this Tribunal
- 11:22:33 15 that you had paid Mr. Larkin between two particular dates and it has now been
- 16 established could you not have done so, isn't that right?
- 17 A. Well I don't accept the premise.
- 18 Q. 162 I see. Are you saying could you have paid him within those dates?
- 19 A. No, no you asked, the question you put to me was that my entire evidence in
- 11:22:50 20 relation to Ballycullen was not credible in view of what you have just said, I
- 21 said no, I do not accept that premise.
- 22 Q. 163 You -- the first time you told the Tribunal that Mr. Larkin was on your list of
- 23 councillors who had been paid in connection Ballycullen was when you made your
- 24 statement in October 2000, isn't that right?
- 11:23:10 25 A. Yes.
- 26 Q. 164 At none of the public evidence or the private interview that is took place had
- 27 you ever indicated that Mr. Larkin was in receipt of monies in connection
- 28 Ballycullen?
- 29 A. Correct.
- 11:23:19 30 Q. 165 But you did know one thing about Mr. Larkin you knew Mr. Larkin was dead, isn't

- 11:23:23 1 that right?
- 2 A. Correct, yes.
- 3 Q. 166 And its much more difficult for a dead person to challenge what you have said
- 4 about them, isn't that right?
- 11:23:31 5 A. I accept that.
- 6 Q. 167 And is it the case, Mr. Dunlop, that you have seized upon the presence of a
- 7 number of dead councillor who is involved with Dublin County Council as soft
- 8 targets against whom you can make allegations that cannot be rebutted?
- 9 A. No, and the evidence in the context of other dead councillors would not sustain
- 11:23:49 10 that.
- 11 Q. 168 Isn't it the position, Mr. Dunlop, that if it wasn't for the happy event of
- 12 this unfortunate man having been in continuous medical care, this Tribunal
- 13 would never have known that you couldn't have paid Mr, you couldn't have paid
- 14 Mr. Larkin when you said you paid him and at the place you said you paid him,
- 11:24:08 15 isn't that right?
- 16 A. Other than the dates yes.
- 17 Q. 169 Isn't that right?
- 18 A. The money was paid in the place that I said, but not within the dates that I
- 19 said.
- 11:24:16 20 Q. 170 But isn't that the point, Mr. Dunlop?
- 21 A. That is the point.
- 22 Q. 171 Is that you could not have paid him at the time you said you paid him?
- 23 A. Correct.
- 24 Q. 172 And if this information had not been provided to the Tribunal, the Tribunal
- 11:24:28 25 would have had to decide on the basis of your sworn testimony, whether or not
- 26 Mr. Larkin had been paid at the time and in the circumstances where you said he
- 27 had been paid?
- 28 A. In the circumstances, yes, at the time no.
- 29 Q. 173 Thank you Mr. Dunlop. If you answer any questions.
- 11:24:44 30 CHAIRMAN: All right. Anyone, any of the parties wish to ask any questions

11:24:48 1 arising from that?

2

3 All right Mr. Dunlop I just wanted to ask you in your earlier evidence you

4 indicated to the Tribunal that you had been paid, had agreed a fee of 15 or 17

11:25:01 5 and a half thousand.

6 A. A fee of 15,000 and a subsequent success fee of two and a half.

7

8 CHAIRMAN: But we know now that you got significantly more than that and if

9 you leave out the sum of 7,500 for Beechill you are talking about a sum in

11:25:21 10 excess of 30,000

11 A. Yes.

12

13 CHAIRMAN: Coming from Mr. Jones or someone on his behalf. Do you now, and I

14 think you accept that you were paid these sums?

11:25:37 15 A. Yes, there is documentary evidence.

16

17 CHAIRMAN: But while you mightn't be able to recall the total amount that you

18 were paid it strikes me as strange that you wouldn't have remembered the fact

19 that you got a number of payments over a period of time, while you mightn't

11:25:59 20 remember the precise amounts when you were providing information to the

21 Tribunal, surely you recall the fact that you were getting repeated payments

22 over a period of time.

23 A. Yes. Well in the documentation that we supplied to the Tribunal its evident

24 from our documentation on discovery that there were payments.

11:26:19 25

26 CHAIRMAN: Yes, but I am just wonder being your own memory, in a you would

27 have remembered, do you remember the fact that you were getting a number of

28 payments in relation to Ballycullen, even without having to resort to looking

29 at the documentation, is it not something that you would have remembered?

11:26:42 30 A. Yes, I think that's a fair, I think that's a fair point. My recollection in

11:26:48 1 relation to, and bearing in mind how this begun, in this witness box as to the
2 amounts of money that I was paid by the developers, I put down Ballycullen
3 15,000 pound, that was the first statement that I made in writing, but the fact
4 that I was paid more than that and is evidenced by the documentation from --
11:27:20 5 that we discovered, would indicate first obviously that I got more than that,
6 and secondly, that I didn't recollect the amount in total.

7
8 CHAIRMAN: But do you not remember the fact that you had to, that you
9 repeatedly went back for seeking additional funds, without necessarily
11:27:49 10 remembering the amount, that's the point I am making? It wasn't just one
11 additional payment over the 15 or 17 and a half, it was a number of payments.

12 A. Yes.

13
14 CHAIRMAN: So what strikes me as strange is that you don't recall the fact
11:28:09 15 that, you don't associate it with the Ballycullen lands the fact that you went
16 back repeatedly for additional funds and apparently were paid them without much
17 controversy as between yourself and Mr. Jones.

18 A. Mr. Jones, yes.

19
11:28:25 20 CHAIRMAN: I mean it wasn't that you were, that you were fighting for this
21 money. You were asking for it and getting it subsequent, or at least from day
22 one, isn't that right?

23 A. Correct.

24
11:28:38 25 CHAIRMAN: Can you remember, I mean obviously you are still certain, I take
26 it, that there was a fee agreed of 15 plus two and a half?

27 A. There was a fee agreed of 15 and subsequently there was a discussion as I think
28 I outlined to the Tribunal, afterwards where Mr. Jones gave me a cheque for two
29 or 2,500 pounds as a success fee.

11:29:04 30

11:29:04 1 CHAIRMAN: Well is that evidence now still your evidence that this was an
2 agreed fee?

3 A. The 15,000?
4

11:29:11 5 CHAIRMAN: Yes.

6 A. Yes.
7

8 CHAIRMAN: And what explanation do you have then for the additional sums that
9 you now accept you got?

11:29:18 10 A. Well the only explanation I can proffer you, Chairman, on that is that in the
11 context of the ongoing issues in relation to Ballycullen, the amount of
12 evidence that is available in relation to the contact between Mr. Jones and the
13 Ballycullen people and myself, that that was required.
14

11:29:41 15 CHAIRMAN: Yes, but that assumes though that you would have, presumably had to
16 go back and agree a revised fee or additional fee. Now are you saying that
17 never happened? Presumably if you are going back on a regular basis saying "I
18 want another five or seven and a half" Mr. Jones would have said, unless there
19 was some agreement, he would have said "look I have paid you the agreed fee,
11:30:12 20 why are you looking for more money?" I mean -- do you have an explanation as
21 to how you came to look for more money? Was there a subsequent agreement? Was
22 there other discussions between yourself and Mr. Jones? Did you have to argue
23 or fight for the money?

24 A. No, I don't ever recollect having a disagreement with Mr. Jones about money. I
11:30:32 25 am slightly comforted in the fact that Mr. Jones, I think himself has given
26 evidence the other day to the effect that the fee agreed was 15, of the order
27 of 15,000 pounds. And I think Hussey, Mr. Hussey said something to the same
28 effect. Certainly I do not have a doubt that the original fee arrangement was
29 15. As to the subsequent requirements I just cannot specifically tell you the
11:31:07 30 circumstances in which I went back, or there was an agreement or it was agreed

11:31:13 1 between us that there would be extra funding.
2
3 CHAIRMAN: Either -- well one possible explanation is that there was a lot
4 more work involved.

11:31:23 5 A. Well I think I said, I alluded to that five minutes ago when I said that in the
6 context of what was, had to be done, and contrary to what may have been
7 suggested by other people in evidence, that, you know this wasn't a difficult
8 exercise and that it was virtually guaranteed. That was not the case, there
9 was a significant amount of work involved, as the documentation proves, and the
11:31:48 10 level of contact proves. Without causing any confusion, Chairman, I do
11 recollect in relation to one of the invoices that was a phrase used "the third
12 tranche," if my recollection is correct that was an invoice sent to Mr. Hussey.
13 But that would tend to suggest that there was an agreement at some stage
14 between either Mr. Jones and myself or Ballycullen Farms and/or Beechill, that
11:32:17 15 there would be three payments and as we know, there certainly was more than the
16 original 15,000 agreed.
17
18 CHAIRMAN: And you don't recall any discussion with Mr. Jones as to why, or in
19 what circumstances, additional monies would be paid?

11:32:36 20 A. No I don't, quite frankly.
21
22 CHAIRMAN: All right.
23
24 MS. DILLON: Sorry Judge, before you start I want to tell you, Mr. Montgomery
11:32:45 25 had attempted to say he had a few questions for Mr. Dunlop. So if at the
26 conclusion maybe if Mr. Montgomery could be allowed to put his questions? Just
27 to alert you to that.
28
29 JUDGE FAHERTY: Does he want to do it now Ms Dillon, before I ask any
11:32:59 30 questions?

11:33:02 1

2

THEN WITNESS WAS CROSS-EXAMINED AS FOLLOW BY MR MONTGOMERY:

3

4

Q. 174 MR MONTGOMERY: Mr. Dunlop my name is Giles Montgomery and I represent the

11:33:08 5

family and estate of the late Cyril Gallagher. You stated to the Tribunal,

6

you've given evidence that you made a payment of 2,000 to Mr. Gallagher. I

7

would be appreciative if you would let me know and the Tribunal know the exact

8

circumstances and timing of the payment, and how it arose?

9

A. Yes. I think what I said to the Tribunal was, Mr. Montgomery, was that I paid

11:33:35 10

Mr. Gallagher some time after the vote in the environs of Dublin County

11

Council.

12

Q. 175 I see. So your evidence is that you paid him in the environs of the County

13

Council subsequent to the vote and you are absolutely certain about this?

14

A. That's -- I normally met Mr. Gallagher in one of a number of places.

11:34:00 15

Q. 176 I didn't ask you that, Mr. Dunlop. You have just told the Tribunal that you

16

made a payment of 2,000 pounds to Mr. Gallagher in the environs of the council

17

as soon as, or shortly after the vote was over?

18

A. Yes.

19

Q. 177 I am asking to you confirm that?

11:34:19 20

A. Yes.

21

Q. 178 And yet a week ago you gave a written statement an additional written statement

22

wherein you specifically referred to the fact that you collected Mr. Gallagher

23

at his home, brought him to lunch and gave him the money at lunch?

24

A. Yes.

11:34:36 25

Q. 179 What do you mean "yes"?

26

A. Sorry, I beg your pardon -- I, the statement that I made to the Tribunal in

27

relation to paying Mr. Gallagher and collecting him from his home is the

28

correct statement, I apologise. I made an error in relation to the payments

29

that I made.

11:34:58 30

Q. 180 Well Mr. Dunlop, Ms. Dillon has referred to this earlier on, as has the

11:35:06 1 Chairman. You seem to be suffering from an acute shortage, or loss of memory
2 in relation to the circumstances both in regard to the monies received by you
3 and payments made out by you?
4 A. No, I had --
11:35:16 5 Q. 181 -- one moment Mr. Dunlop.
6 A. Yes.
7 Q. 182 You have already admitted that the evidence you gave in respect of the payment
8 to Mr. Larkin was incorrect?
9 A. Within the dates.
11:35:27 10 Q. 183 You nevertheless admit that it was incorrect?
11 A. Within the dates, yes.
12 Q. 184 You are now trying to say that two totally and absolutely conflicting versions
13 of how you paid Mr. Gallagher is also a mistake?
14 A. No, I am -- you will forgive me if I say, Mr. Montgomery, I am slightly taken
11:35:51 15 aback by all of the detail of the question that took place already, but what I
16 said in my statement to the Tribunal is correct.
17 Q. 185 Well which one the one you made this morning in evidence or the one you made in
18 writing last week?
19 A. The one I made in writing.
11:36:08 20
21 MS. DILLON: No, I don't want to cut across Mr. Montgomery I wonder are we at
22 slight cross purposes --
23 A. We are yes.
24
11:36:16 25 MS. DILLON: In that what Mr. Montgomery is asking Mr. Dunlop might relate and
26 I only suggesting might relate, because I don't know what Mr. Montgomery is
27 looking at, might relate to the Duff lands, is that possible? And this
28 cross-examination relates to Ballycullen. I don't know whether Mr. Montgomery
29 was aware of that?
11:36:29 30 A. Yes. Could I, Mr. Chairman, could I have a copy of the statement I made in

11:36:39 1 relation to Ballycullen and Mr. Gallagher and a copy of the statement I made in
2 relation to the Duff lands?

3
4 CHAIRMAN: Ms. Dillon we are going to take a break for a few minutes and make
11:36:45 5 we can sort out of the difficulty and if Mr. Dunlop want to see any documents.

6
7 MS. DILLON: May it please your lordships.

8
9 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

11:37:01 10 **AND RESUMED AGAIN AS FOLLOWS:**

11
12 MS. DILLON: I think, sorry Mr. Dunlop, I think Mr. Montgomery accepts that
13 that was the Duff statement that he was addressing, that particular issue, and
14 I think he has one further question for Mr. Dunlop, if that's all right?

11:57:55 15
16 Mr. Montgomery: I actually don't -- I apologise.

17
18 CHAIRMAN: That's all right.

19 Q. 186 Thank you Mr. Dunlop.

11:58:05 20 A. Thank you Mr. Montgomery.

21
22 JUDGE FAHERTY: Yes, sorry, Mr. Dunlop, I just had a couple of matters.

23 A. Certainly judge.

24
11:58:17 25 JUDGE FAHERTY: The first one, yes I just want to ask you, when you were
26 replying to Ms. Dillon one of the earlier days you gave evidence and she was
27 asking you about the later statements you made regarding the
28 Ballycullen/Beechill Module, I think it was a statement in October 2004.

29 A. Yes.

11:58:35 30

11:58:35 1 JUDGE FAHERTY: And I think in that statement you had attributed, you had used
2 words that at the time of the meeting with Mr. Jones and later with Mr. Hussey,
3 that you attributed to them full knowledge of what you meant by the ways of the
4 world.

11:58:51 5 A. Yes.

6
7 JUDGE FAHERTY: That they understood.

8 A. That was my --

9
11:58:55 10 JUDGE FAHERTY: I think that's in your statement on the 15th October 2004.

11 A. Correct, yes.

12
13 JUDGE FAHERTY: Yes. What I want to ask you Mr. Dunlop is, you made a
14 statement on Ballycullen/Beechill in October 2000 and you didn't make any
11:59:11 15 reference in that statement, that you had attributed full knowledge to
16 Mr. Jones and Mr. Hussey.

17 A. Other than the ways of the world.

18
19 JUDGE FAHERTY: Other than the ways of the world, yes.

11:59:22 20 A. Yes that phrase was used in the October statement as well, yes.

21
22 JUDGE FAHERTY: I accept that

23 A. Sorry beg your pardon the 2000 statement.

24
11:59:30 25 JUDGE FAHERTY: You obviously elaborated in the 2004.

26 A. Yes.

27
28 JUDGE FAHERTY: I am just wondering, obviously your knowledge of, your
29 understanding that they knew what you were talking about, presumably would have
11:59:42 30 had to, you would have had to have that knowledge at the time of the meeting,

11:59:47 1 that you went away from those meeting, do you see what I am getting at?

2 A. Yes, I do, yes.

3

4 JUDGE FAHERTY: I am just wondering in those circumstances why you hadn't, in

11:59:56 5 your statement of 2000 elaborated on what your belief was, as to their

6 understanding of what the ways of the world meant?

7 A. Yes, I see what you are getting at. I just don't know. My --

8

9 JUDGE FAHERTY: Because obviously your knowledge would have had to have been

12:00:18 10 at the time of the meeting with the respective gentlemen.

11 A. Yes, I fully accept that. Bearing in mind from a contextual point of view, as

12 I said to Ms. Dillon, I had this meeting with people who are, you know, very

13 successful business people and in relation to the question put to me by my own

14 counsel this morning in relation to the discussion that I had with Mr. Jones,

12:00:40 15 and in relation to an answer to a question that I gave to you yourself last

16 week in relation to the attribution of the phrase the ways of the world, that

17 was my phrase, it is my phrase.

18

19 JUDGE FAHERTY: I have no difficulty with that, Mr. Dunlop, but I just want to

12:00:58 20 ask you when you were preparing your statement obviously in October 2004, and

21 indeed in October 2000, if you like, the climate was the same if I could put it

22 like that, that you were answering or doing a statement for the Tribunal in the

23 context of an investment into alleged corruption in the planning process.

24 A. Correct, yes.

12:01:22 25

26 JUDGE FAHERTY: I am just wondering if you attributed that knowledge to them,

27 if you had described it thus in 2004 when didn't you describe it in the same

28 terms in your earlier statement? Which was a detailed statement on

29 Ballycullen.

12:01:35 30 A. The earlier.

12:01:37 1
2 JUDGE FAHERTY: The October 2000.

3 A. The October 2000. Well the simple answer judge, that I can give to you is just
4 that I didn't, other than alluding, as I have always done, from almost day one,
12:01:50 5 to the phrase the ways of the world. And that I took it by not being asked and
6 it being accepted in the context in which it was said, by either gentleman,
7 that they understood what I meant.
8

9 JUDGE FAHERTY: Very well. Just the other question I want to ask you, your
12:02:07 10 evidence has been regarding Mr. Lydon and Mr. Tom Hand, that you paid them on a
11 certain date and you have given the date the 2nd October '92
12 A. Yes.
13

14 JUDGE FAHERTY: And could I have reference 1814 on the screen please? Yes, I
12:02:38 15 just wanted to ask you, I think this was indeed dealt with in your direct
16 evidence, but as I understand your evidence Mr. Dunlop, is in relation to the
17 late Mr. Tom Hand?
18 A. Yes.
19

12:02:48 20 JUDGE FAHERTY: That you had a meeting with him at his house in Dundrum?
21 A. Yes.
22

23 JUDGE FAHERTY: Around 9.45.
24 A. That was recorded in the diary. Correct.
12:02:59 25

26 JUDGE FAHERTY: I think your evidence has been that you think you paid the
27 late Mr. Hand on that occasion
28 A. On that occasion, yes.
29

12:03:06 30 JUDGE FAHERTY: On that occasion. And Ms. Dillon put to you there is, on the

12:03:10 1 2nd October '92, there seems to be a telephone message from Mr. Hand. If you
2 go down just, the middle of the page, 11.10
3 A. Yes.
4

12:03:22 5 JUDGE FAHERTY: And that seems to be still an am call, under the am
6 designation.
7 A. Yes.
8

12:03:32 9 JUDGE FAHERTY: And I think Ms. Dillon asked you about that and there is a
10 reference "Need to get the stuff to him there not at home". Have you any idea
11 what Mr. Hand or why Mr. Hand would be calling you at 11.10, if you had been at
12 his house at quarter to ten and presumably spent some minutes there?
13 A. Yes, a short time yes.
14

12:03:55 15 JUDGE FAHERTY: Yes
16 A. No. I think in response, judge, to Ms. Dillon's question on that particular
17 issue, two points. One, I don't, cannot give you an explanation as to why he
18 would be calling me. He was a frequent caller I think, as the telephone
19 records and diaries indicate. What the substance of the call in relation to
12:04:24 20 "get the stuff in to him there not at home", I just don't know.
21

22 JUDGE FAHERTY: It would seem logical, if as you say you and Mr. Hand met at
23 his home at quarter to ten, that any discussions or business you had, if that's
24 what you were obviously that's your evidence, would be conducted at that time.

12:04:46 25 A. Yes.
26

27 JUDGE FAHERTY: But yet we have, within an hour of you presumably left at some
28 point, Mr. Hand is looking for you and apropos some business you had.
29 A. Yes.
12:05:01 30

12:05:01 1 JUDGE FAHERTY: It seems a bit strange.

2 A. On the face of it, yes.

3

4 JUDGE FAHERTY: Yes.

12:05:06 5 A. It would be wrong of me to surmise or to presume, it may well be that he was

6 looking for some documentation of some sort or other and that I was to send it

7 to him in Dublin County Council rather than to at home, I just don't know.

8

9 JUDGE FAHERTY: And just today, Mr. Dunlop, I think in answer to Ms. Dillon,

12:05:27 10 she was asking you about the cheques made out to cash, which I think has your

11 signature on the back and I think you have no difficulty in accepting that

12 those were cheques that you did receive?

13 A. Correct.

14

12:05:40 15 JUDGE FAHERTY: I think you have given evidence previously that of monies you

16 yourself disbursed you didn't keep a record, is that correct?

17 A. Correct, yes.

18

19 JUDGE FAHERTY: I think I may have asked you that in another Module?

12:05:52 20 A. Yes, you did.

21

22 JUDGE FAHERTY: And this is, I suppose a slightly different scenario,

23 Mr. Dunlop, these are monies you are receiving, obviously if you receive monies

24 from clients or whatever on foot of an invoice and indeed by cheque made out to

12:06:09 25 yourself or Frank Dunlop and Associates.

26 A. Yes.

27

28 JUDGE FAHERTY: Those monies are, there is a record there by virtue of --

29 A. There is a paper record.

12:06:18 30 JUDGE FAHERTY: Yes. I am just wondering did you keep a record of monies you

12:06:24 1 received by way of cheques made out to cash Mr. Dunlop?

2 A. No. I did not.

3

4 JUDGE FAHERTY: And Ms. Dillon put to you that these were two, that there

12:06:33 5 could have been more, and I think --

6 A. Well in answer to Ms. Dillon, judge, I think I gave as transparent an answer as

7 I possibly could. That she put it to me that the possibility to put it at its

8 minimum, existed that there might be other monies available that haven't been

9 discovered, and I genuinely and I say to you now too, that is a possibility,

12:06:58 10 but I don't have any recollection or record of those.

11 Q. 187 But was it ever your system to record payments made to you in no matter what

12 shape they arrived into you, Mr. Dunlop?

13 A. Other than in the company. If cheques are issued by Frank Dunlop and

14 Associates on Frank Dunlop and Associates notepaper they are either lodged to

12:07:23 15 the Frank Dunlop and Associates account or I think on occasion that there has

16 been evidence from me to suggest that they may have been cashed.

17

18 JUDGE FAHERTY: Yes, but I am just asking for cheques made out to cash, why

19 wouldn't you have kept a record of them somewhere if you were receiving this

12:07:45 20 money, just for your own knowledge if nothing else, Mr. Dunlop. It seems

21 strange that you wouldn't have kept a record of all the monies you were

22 receiving from no matter what source you say, and you now accept, that they

23 came from.

24 A. Well certainly in the context of a cheque made out to cash, no record. And

12:08:04 25 would not have been, would not have been the policy. Cheques made out to

26 either Frank Dunlop and Associates are either lodged to the various accounts or

27 cashed as I have already said.

28

29 JUDGE FAHERTY: Thank you.

12:08:17 30 A. Thank you judge.

12:08:21 1

2 CHAIRMAN: Thank you very much Mr. Dunlop.

3 A. Thank you Chairman.

4

12:08:25 5 CHAIRMAN: That nearly concludes the evidence in the Ballycullen/Beechill
6 Module and there is, there are a couple of outstanding issues which will be
7 dealt with at some date in the future.

8

9 At 2 o'clock the Tribunal will commence public hearings in the module known as
10 the, to be called Duff Lands and that's likely to last for two or three full
11 days and then I think we have, we are decided on next Thursday to begin the
12 Lissenhall Module.

12:08:46 10

11

12

13

14 MS. DILLON: Thank you sir.

12:09:03 15

16 CHAIRMAN: All right so we'll sit again at 2 o'clock.

17

18 MS. DILLON: Thank you sir.

19

12:09:13 20

THE TRIBUNAL THEN ADJOURNED FOR LUNCH

21

22

23

24

25

26

27

28

29

30

12:09:15 1

2

THE TRIBUNAL RESUMED AS FOLLOWS AFTER LUNCH:

3

4

MR. QUINN: Afternoon, sir.

14:07:10 5

6

CHAIRMAN: Good afternoon, Mr. Quinn.

7

8

MR. QUINN: The Duff Lands Module.

9

14:07:13 10

11

Could I have page 783 please. The Tribunal will this afternoon and over the coming days, inquire into allegations surrounding a material contravention

12

motion passed by Dublin County Council on 22nd April 1991, which resulted in

13

planning permission subject to conditions being granted to a company entitled

14

Nosaka Limited, Nosaka, planning permission reference 90 A/1516 in respect of

14:07:39 15

16

approximately 90 acres of lands in North County Dublin known hereinafter as the Duff Lands.

17

18

Mr. Dunlop will tell the Tribunal that he paid with the knowledge of a

19

representative of Nosaka, the late councillor Cyril Gallagher (deceased) a sum

14:07:53 20

21

of 2,000 pounds in return for his support for the said motion.

22

The Duff Lands:

23

The Duff Lands are situated northwest of the Swords village and to the west of

24

Jugback Lane in Swords County Dublin. They appear surrounded by red line on

14:08:07 25

26

the map on screen on 503 and during the period 1989 to 1993 these lands comprised of approximately 90 acres were owned by Matthew Duff, Joseph Duff and

27

Joseph Duff's wife, Alicia. Who together ran a farm and a small equestrian

28

centre and riding school from the lands.

29

14:08:26 30

Nosaka Limited and Robert White.

14:08:29 1 Nosaka Limited was incorporated on the 16th April 1989 and had its registered
2 offices initially situated at 43-49 Mespil Road, Dublin 4 and later at 29
3 Earlsfort Terrace, Dublin 2. The principle directors of Nosaka were Mr. Robert
4 White, a Dublin jeweller and his wife Ann Marie White. In 1988 Nosaka
14:08:49 5 purchased land adjoining the Duff Lands at Balheary from Mr. Harry Baker.
6 These newly acquired lands were subsequently bought by Motorola with a wayleave
7 being retained in favour of Nosaka for roads and service. Save to the extent
8 of the wayleaves retained in favour of Nosaka, these lands were never part of
9 the planning application, the subject of the inquiry in this module.

14:09:09 10
11 A friendship had developed between the families arising from Mr. White's
12 attendance with his children at their equestrian centre and subsequently the
13 Duff family granted Nosaka an option to acquire within a two year period, 66.69
14 acres of their lands at an agreed price. This period ran from late 1989 to
14:09:28 15 late 1991. After the expiry of this option in 1991, the parties entered into a
16 further option agreement, whereby Nosaka could acquire the lands within a
17 further extended period of six months, at an agreed price in consideration of
18 the payment of 50,000 pounds to the Duff family.

19
14:09:43 20 Nosaka did not exercise this option within the period of six months and the
21 lands remained the property of the Duff family. They were subsequently sold to
22 other parties with the benefit of planning permission which I will refer to
23 presently.

24
14:09:56 25 Mr. White/Nosaka retained Pilgrim Group Limited, a firm of architects to
26 prepare a planning application on the lands. Pilgrim Limited was an
27 architectural practice located at 25 Merrion Square, Dublin 2. Mr. Tim
28 Collins, a director and a 25 percent shareholder in the company during this
29 period. During this relevant period Mr. Collins' function within the company
14:10:19 30 was in relation to marketing. Mr. Collins will tell the Tribunal that he

14:10:23 1 introduced Mr. Robert White to Pilgrim in the late 1980s. It would appear that
2 Pilgrim from retained by Nosaka to prepare a planning application on the
3 subject lands for the construction of a hotel and houses. Mr. Tim Rowe another
4 director of Pilgrim at this time, will tell the Tribunal that at an early
14:10:40 5 meeting he advised Mr. White that the lands the subject of the option with the
6 Duffs had no development potential because.

7
8 1. The lands were zoned for agricultural use in the then current Development
9 Plan.

14:10:50 10
11 2. Jugback Lane was too narrow to provide access for a significant development
12 and there seemed little possibility for road widening.

13
14 And 3. There was no access to a foul sewer.

14:10:59 15
16 He will further say that he advised Mr. White that having regard to the traffic
17 congestion in the area, that if there was a possibility of providing an
18 alternative route for this traffic, there might be enough of what he described
19 as "planning gain". This would then permit the planning authorities to support
14:11:16 20 a material contravention of the then existing zoning on the lands namely B,
21 that is to protect and provide for agriculture.

22
23 Mr. Rowe prepared a strategy map showing a road running through the Balheary
24 Road across the lands to the east of the Duff Lands, and through the Duff Lands
14:11:31 25 in an east/west direction and then turning south to link with the Rathbeale
26 road at a point just east of the ESB major distribution centre shown here on
27 page 369.

28
29 After a positive meeting with members of the Planning Department of Dublin
14:11:49 30 County Council attended by Mr. Rowe and possibly Mr. Collins, Mr. White gave

14:11:53 1 instructions to Pilgrim to proceed to the preparation of a planning application
2 to be made in the name of Nosaka Limited.

3
4 On the 22nd August 1990, Pilgrim lodged a planning application, planning
14:12:05 5 reference 90 A/15616 seeking permission for the construction of a hotel with
6 110 bedrooms, restaurant etcetera together with 501 houses on the said lands.
7 If we could have page 932 please? A request for additional information was
8 made on the 15th October 1990 and this information was lodged on the 19th
9 November of 1990.

14:12:28 10
11 And I think a layout of the proposed application is to be found at page 918,
12 the map on 918.

13
14 Mr. Frank Dunlop will tell the Tribunal that following an initial contact with
14:12:40 15 Mr. Tim Collins of Pilgrim, he received a telephone call from Mr. White who
16 arranged to meet with him at the Shelbourne Hotel. At this meeting on the 30th
17 May 1990, Mr. White discussed his proposals for the Duff Lands with particular
18 emphasis on the construction of a hotel. Mr. Dunlop will say that Mr. White
19 informed him that the application had been discussed with both Mr. GV Wright
14:13:02 20 and Cyril Gallagher. At that time Mr. GV Wright was an elected member of
21 Dublin County Council representing the Malahide ward and the late Mr. Gallagher
22 (deceased) was an elected member of the council representing the Swords area.

23
24 Mr. Dunlop will tell the Tribunal that he was advised by Mr. White that
14:13:20 25 Mr. Wright was fully supportive of the application. Mr. Dunlop will further
26 tell the Tribunal that at this initial meeting Mr. White quoted Mr. Wright as
27 saying that "With luck, the whole thing should be through the planning process
28 in about six weeks". Mr. White further advised him that whilst Cyril Gallagher
29 (deceased) welcomed the proposals to build a hotel in Swords, he was dubious
14:13:42 30 nonetheless as to the prospect of its success with the planners.

14:13:45 1
2 Mr. Dunlop will tell the Tribunal that Mr. White, having outlined his proposals
3 for the site asked Mr. Dunlop to act for him in a lobbying/PR capacity as it
4 was essential to make sure that other people were looked after and that they
14:13:58 5 remained on side. Mr. Dunlop will say that he agreed to act subject to a
6 suitable fee arrangement. At a second meeting on the 25th July 1990 at
7 Mr. White's premises in Claddagh House, North Circular Road, Dublin 7, it was
8 agree that had Mr. Dunlop would be paid 10,000 pounds together with VAT
9 together with a 4,000 pounds success fee. Mr. Dunlop has given to the Tribunal
14:14:23 10 a handwritten note of the agreement which he says was written by him on the
11 25th July 1990 on his return to his office. If I could have 293 please?
12
13 On screen is what Mr. Dunlop says he wrote on his return to office and it read
14 "At a meeting today, Wednesday 25th July, with Robert White, Claddagh House,
14:14:54 15 489 North Circular Road Dublin 7, 11 am-12.10 pm. It was agreed, and hands
16 shook upon, a project fee of 10,000 pounds plus VAT would be paid to Mr. Frank
17 Dunlop -- to Frank Dunlop and Associates Limited for the Broadmeadow, Newtown,
18 Swords, County Dublin development and that 4,000 pounds in cash would be paid
19 on completion of the preliminary planning process". Its dated 25th July 1990
14:15:25 20 at 1 pm.
21
22 In a recent statement to the tribunal, Mr. Dunlop has advised that some time
23 later he received a phone call from Mr. White and arranged to meet him again at
24 the Shelbourne Hotel. This meeting took place on the 7th August 1990 at which
14:15:40 25 meeting Mr. White is alleged to have said that he would prefer (and presumed
26 Mr. Dunlop would also) to pay in cash.
27
28 Mr. Dunlop alleges that a revised agreement was entered into between the
29 parties whereby Mr. White undertook to pay Mr. Dunlop an initial payment of
14:15:59 30 5,000 pounds in cash with the remainder within three months. At a further

14:15:59 1 meeting again in the Shelbourne Hotel on the 10th August 1990, Mr. Dunlop
2 alleges that he was given an envelope by Mr. White which Mr. White said he
3 hoped would contain 5,000 pounds but apparently only contained 3,000 pounds in
4 cash. Mr. White he said undertook to give him the remaining 2,000 pounds
14:16:16 5 shortly thereafter and on the 15th August 1990 at a further meeting in the
6 Shelbourne Hotel, he provided Mr. Dunlop with an envelope containing the
7 balance of 2,000 pounds in cash.

8
9 In his statement to the Tribunal in October 2000, Mr. Dunlop alleged that
14:16:31 10 "5,000 pounds in cash was paid to him in the corner of the lounge Shelbourne
11 Hotel during a meeting with Mr. White and that Mr. White gave him the money
12 with the express intention and knowledge that Mr. Dunlop would ensure that
13 people remained supportive".

14
14:16:46 15 In the same statement Mr. Dunlop alleges that he gave the late Councillor Cyril
16 Gallagher (deceased) a sum of 2,000 pounds for his support in relation to this
17 development. In his more recent statement he alleges that this payment was
18 made shortly after his initial meeting with Mr. White in the Grand Hotel
19 Malahide, County Dublin.

14:17:03 20
21 In his introduction to his statement in October 2000, Mr. Dunlop advised the
22 Tribunal that the inclusion of an asterisk beside a particular development
23 denoted that monies were given to him by a developer with the full knowledge
24 that payments to councillors were required to achieve support. The Duff site
14:17:19 25 is one of the developments which contains such an asterisk. If I could have
26 page 291 please? Mr. Dunlop will tell the Tribunal in evidence that he was
27 given the above cash payment by Mr. White with the full knowledge that payments
28 to councillors were required to be made to achieve support.

29
14:17:34 30 At his private interview with the Tribunal legal team in May 2000, Mr. Dunlop

14:17:39 1 also alleged that he gave money to councillor GV Wright and alleged "I cannot
2 remember the exact amount I gave GV but I am certain it was just 1,000 pounds".
3 If I could have page 729 please? This allegation was not repeated when
4 Mr. Dunlop came to provide his written statement to the Tribunal in October
14:18:02 5 2000. On the 19th May 2003 the Tribunal wrote to Mr. Dunlop's solicitors
6 seeking clarification with regard to this apparent inconsistency. By letter of
7 27th May 2003, Mr. Dunlop instructed his solicitors to advise the Tribunal that
8 "The reference to Councillor GV Wright during the course of the private
9 interview of the 19th May 2000 was erroneous, insofar as it was indicated that
14:18:27 10 during the course of that interview that Mr. Dunlop had made a payment to
11 councillor GV Wright in relation to these lands".
12

13 If I could have page 326 please?
14

14:18:36 15 In a statement to the Tribunal in August 2001, Mr. White categorically rejected
16 any claim that Mr. Dunlop or any of his companies were paid in cash at any time
17 for his services and in particular that Mr. Dunlop was paid 5,000 pounds in
18 cash by him in the corner Shelbourne Bar. In the same statement, Mr. White
19 also rejected the claim that he had paid any money including are the alleged
14:18:59 20 5,000 pounds to Mr. Dunlop with the explicit intention or knowledge that he
21 would ensure that people remained supportive. In addition he denied that there
22 was the alleged agreement that Mr. Dunlop would receive a success fee in the
23 sum of 4,000 pounds in cash or otherwise.
24

14:19:14 25 In a statement to the Tribunal Mr. White accepts that because of numerous
26 requests for meetings from resident groups and inquiries from the media,
27 Pilgrim Limited recommended Mr. Frank Dunlop to Nosaka. Mr. White alleges that
28 long before Mr. Dunlop was retained Nosaka had already lodged a planning
29 application. The planning application was made in August 1990, Mr. Dunlop
14:19:38 30 denies Mr. Dunlop's allegation and say he directly made payments to elected

14:19:43 1 representatives.
2 Mr. White will say that the late Councillor Gallagher also agreed to propose
3 the application for approval in the council, as he saw the development
4 providing starter homes for young families living in the area together with a
14:19:57 5 badly needed relieve road and hotel. He will also say the Duff family were
6 well known to the late Cyril Gallagher.

7
8 In a statement of the 22nd September 2000, Mr. White advised the Tribunal that
9 after his initial meeting with Mr. Dunlop he called to his offices and gave him
14:20:14 10 a cheque for approximately 2,500 pounds as an initial payment on his overall
11 fee. Mr. Dunlop's involvement was for a very short period of time as shortly
12 after his appointment, Mr. White became aware that Mr. Dunlop was actively
13 pursuing and promoting a development on adjacent lands which would have been
14 detrimental to Nosaka's proposals. On learning of this, Mr. White says he
14:20:36 15 immediately ceased all contact with Mr. Dunlop and had no further dealings with
16 him.

17
18 Ms. Ann Devitt has advised the Tribunal that she can not recall the event
19 surrounding this rezoning. Ms. Devitt had signed the motion for the material
14:20:51 20 contravention, which I will deal within a moment. She will tell the Tribunal
21 that as a councillor for the area believing the proposed rezoning was in the
22 interest of proper planning and development she submitted the rezoning motion.
23 Mr. Dunlop makes no allegation of any impropriety against Ms. Devitt.

24
14:21:08 25 Mr. Cyril Gallagher died on 20th March 2000. However, in an interview with the
26 Tribunal legal team on the 15th March 1999, he was asked if he ever received
27 any form of election support or contributions from Mr. Frank Dunlop to which he
28 replied "Around about 300 during the course of ... it is a good few years" if I
29 could have page 352 please? Later in the same interview he confirmed that the
14:21:41 30 most he ever received from Mr. Dunlop was 300 to which he added the phrase

14:21:45 1 "That is if I did get it". He was further asked if he ever received any
2 support from Nosaka to which he replied "No who were they?" He was told Nosaka
3 and this road, Jugback Lane in Swords to which he replied "no." And that again
4 is to be found at page 352. Whilst Mr. Gallagher's estate has been asked to
14:22:06 5 explain lodgements to his account during the window period in 1990, when
6 Mr. Dunlop alleges he gave Mr. Gallagher the 2,000 pounds in cash, the Tribunal
7 has been unable to trace any single lodgement to Mr. Gallagher's accounts in
8 that sum during this period.
9

14:22:19 10 Mr. GV Wright who was the Fianna Fail whip in the council from 1991 to 1994 has
11 told the Tribunal that he met Mr. White at his request in his constituency
12 offices in late 1989 or early 1990 at which he was shown proposals for the
13 lands. These lands were well known to him. Mr. Wright says that he was
14 impressed with the plans and advised that they be shown to councillors for the
14:22:44 15 Swords area and the planning authority, senior planners. Mr. White kept in
16 touch with Mr. Wright and said that he had secured the support of both the
17 Swords councillors and the planning officials. Mr. Wright recalled being
18 briefed by architects on the proposal.
19

14:22:59 20 The Duff family were known through him he said and they would have been aware of
21 his support for what he describes as the file. It was Mr. Wright's belief that
22 Mr. White retained the services of Mr. Dunlop in the late stages of the file
23 for public relations support and publicity. Mr. Dunlop, he says would have
24 known of his support through Mr. White and the Duff family. He recalled
14:23:20 25 discussing the file once in a formal capacity with Mr. Dunlop and he said he
26 would have met him informally on other occasions. He was kept informed of the
27 progress of the file by Mr. White and local councillors. The extended area in
28 question has been developed and planned by Fingal Planning Authority, who have
29 since increased threefold the zoned area of lands around this proposal.
30

14:23:44

14:23:44 1 Mr. Wright says that Mr. White personally or through a company with which he
2 might have been associated would have supported many of his fund-raising
3 activities and events, he further advised the Tribunal that he received no
4 payment or political donation in respect of this matter from Mr. Dunlop.

14:24:00 5
6 Planning application:
7 On the 22nd August 1990, Pilgrim Associates made an application to Dublin
8 County Council for low density housing, hotel and district distributor road
9 development. If I could have 932 please? It was proposed to provide access to
10 the site by an east/west district distributor road which would complete the
11 link from Balheary Road to Rathbeale road, the first stage of which was
12 indicated in the planning application reference 90 A/347 by Motorola B V. In
13 practical terms it was envisaged that the road would be completed by one
14 contractor for Nosaka and Motorola. Although the proposed housing was a
15 material contravention of the Development Plan it should be noted that a hotel
16 was considered "open for consideration" in the agricultural zoning of the then
17 1983 Development Plan.

18
19 On the 15th October 1990, additional information was sought of the applicants
14:25:00 20 which was supplied on the 16th November 1990. There appears to have been a
21 meeting between the planners and the applicants and their representatives on
22 the 6th December 1990. On the 14th December 1990, the applicants offered, at
23 no cost to the Council, and as a substantial planning gain, the design and
24 construction to standards acceptable to the Council, of a district distributor
14:25:21 25 road running from Balheary Road through the southern section of the Motorola
26 lands across Jugback Lane through Nosaka lands to the Balheary Road by the ESB
27 substation. If I could have 954 and 955 please?

28
29 In January 1991, the applicants extended the period for consideration of the
14:25:42 30 application to the 16th March of that year. Additional information was

14:25:46 1 furnished on the 11th January and 8th February 1991 and on 5th March 1991, the
2 Sanitary Services Department of the council withdrew its objection to the
3 proposed development because of a proposal submitted by the applicants for the
4 phasing of the proposed development to tie in with their programme of expansion
14:26:04 5 of treatment facilities in the Swords disposal works.

6
7 By order dated 12th March 1991 the Assistant City and County Manager ordered
8 that the procedures outlined in section 39D of the Local Government (Planning
9 and Development) Act 1976 be initiated. On the 13th March 1991 the appropriate
14:26:24 10 notice was published in the Irish Press under the heading "Material
11 contravention". If I could have 986 please?

12
13 On the 15th March 1991 the Planning Department directed that the application be
14 listed for the council meeting to be held on 8th April 1991. A motion that
14:26:43 15 lands at Balheary Demesne Swords County Dublin, proposed by Councillor Faye and
16 seconded by Councillor Hand was withdrawn at a special meeting of the council
17 on the 21st March 1991. On the 8th April 1991, the planning officer compiled a
18 report which was presented to a meeting of the council on either the 22nd or
19 23rd April 1991. There the councillors were advised that, having regard to all
14:27:07 20 of the considerations listed therein, there would be no objection by the
21 planners in the event of the council deciding to pass a resolution granting
22 planning.

23
24 At the same meeting the following motion proposed by Councillor Gallagher and
14:27:19 25 seconded by Councillor Devitt was voted upon:

26
27 Namely "That a decision be made to grant planning permission in respect of
28 application for planning permission 90 A/1516 for 501 houses and a new
29 distribute/local distributor road, and an outline planning permission for a
14:27:38 30 hotel comprising 100 bedrooms, restaurant/coffee dock, kitchen/storage,

14:27:44 1 function/conference room, bar, reception and dry leisure facilities, all on the
2 lands of the west of Jugback Lane, Swords County Dublin for Nosaka Limited
3 subject to appropriate conditions."
4

14:27:56 5 After slides illustrating the features of the proposal were displayed and
6 following discussion the motion was put and on a division of the voting
7 resulted as follows for 37, against 13 and abstentions one.
8

9 The following councillors voted in favour of the proposal. Councillors Ash,
14:28:15 10 Barry, Boland T, Brady, Cass, Coffey, Creaven, Daly, Devitt, Dunne, Elliott A,
11 Elliott M, Fahey, Faye, Fox, Gallagher, Geraghty, Gilbride, Hammond, Hand,
12 Hannon, Hanrahan F, Hanrahan M, Harvey, Hickey, Ciaran, Kitt, Larkin, Lawlor,
13 Lyons, McGrath, McMahon, Mulvihill, Murphy, Riney, Ryan N and Wright.
14

14:28:47 15 The following councillors voted against the proposal that is Councillors Boland
16 C, Buckley, Dillon-Byrne, Farrell, Gilmore, Maher, Malone, Marren, Muldoon,
17 Owen, Rabbitte, Ryan S and Tipping.
18

19 And the following councillor abstained, namely Councillor Laing.

14:29:15 20
21 Since the application was a material contravention of the Development Plan
22 section 39D 3.B of the local Government (Planning and Development) Act
23 1976-1990, required in excess of the one third of the total number of members
24 of the planning authority to vote in favour of a resolution to grant
14:29:27 25 permission. This section was amended by Section 45 of the 1991 Local
26 Government Act. This latter act provided that no less than three quarters of
27 the total number of the members of the planning authority must vote in favour
28 of the material contravention in order for it to be successful. This latter
29 amendment however, did not come into operation until the 21st May 1991,
14:29:48 30 approximately one month later.

14:29:49 1
2 Accordingly since in excess of one third of the members had voted in favour of
3 the resolution, the Chairman declared the motion passed.
4

14:29:56 5 On the 10th May 1991 the assistant city and county manager made a decision
6 pursuant to section 26.1 of the Local Government Planning and Development Act
7 1976-1990 to grant permission for 501 houses and a new district/distributor
8 road subject to 33 conditions and grant outline permission for a hotel
9 comprising 100 bedrooms restaurant/coffee dock, kitchen/storage,
14:30:25 10 function/conference room, bar, reception and dry leisure facilities all on
11 lands on the west of Jugback Lane, Swords, County Dublin subject to 21
12 conditions. On the 13th June 1991, Nosaka Limited the planning applicants
13 through Pilgrim Limited lodged an appeal to An Bord Pleanala against
14 conditions, 5, 6, 23, 24 and 25 of the grant in relation to housing
14:30:48 15 development. An issue arose as to the whether the appeal had been made in time
16 by the applicants having granted on the 10th May an extension of time for the
17 consideration of the application to the 20th May 1991.
18

19 An Bord Pleanala fixed the 30th January 1992 for an oral hearing of the appeal,
14:31:07 20 however this date was subsequently deferred to the 24th March 1992. On the
21 23rd March 1993, Mr. Tim Rowe of Pilgrim architects, wrote to An Bord Pleanala
22 with a copy to Mr. Al Smith of Dublin County Council notifying them that the
23 appeal was being withdrawn. If we could have 1027 please? And on the 10th
24 April 1992 planning permission was granted by Dublin County Council subject to
14:31:33 25 the conditions as set out in the earlier order of the 10th May 1991. The
26 appeal against the decision having been withdrawn.
27

28 In this Module the Tribunal proposes to inquire into the agreement entered into
29 between Mr. Dunlop and Mr. White and/or Nosaka Limited concerning these lands
14:31:50 30 and in particular:

14:31:51 1
2 1. The consideration payable to Mr. Dunlop in relation to his involvement with
3 the lands.

14:31:55 5 2. The amount and manner of payment to him by Mr. White/Nosaka.

7 And 3. The works, if any, performed by Mr. Dunlop in consideration there off.

8
9 In addition the Tribunal proposes to enquire into whether or not Mr. Dunlop
14:32:10 10 paid councillors for their support -- sorry I should say Mr. Dunlop or others
11 paid councillors for their support and if so, whether these payments were made
12 as he alleges with the knowledge, permission and/or implied consent of
13 Mr. White and/or Nosaka. The Tribunal also proposes to enquire into the
14 precise role played by Mr. Wright in this development.

14:32:32 15
16 Now, I understand this Ms. O'Leary from Frys is present and appears on behalf
17 of Mr. Robert White I. Don't know if she is seeking representation at this
18 stage.

14:32:42 20 CHAIRMAN: Just before I take that application I should have said before
21 Mr. Quinn started his opening statement that any party who wishes to do so may
22 reply to the opening statement now or tomorrow morning if they prefer to
23 consider it overnight and there is no requirement to do so unless people want
24 to.

14:33:02 25
26 And secondly, if any party wishes to apply for representation in this module he
27 or she may do so now or can defer that application until sometime during the
28 currency of the module. A grant of representation means a grant of
29 representation limited to that necessary to enable a party to protect his or
14:33:25 30 her interests unless otherwise stipulated. So are there any applications for

14:33:29 1 grants of.
2
3 MS. O'LEARY: I am making an application on behalf of Mr. Robert White.
4 Fionnuala Barry from William Fry Solicitors, represented also by Martin Hayden.
14:33:47 5
6 CHAIRMAN: All right, thank you very much that's granted. Any other
7 applications.
8
9 Mr. Kennedy: Chairman, Martin Kennedy. I am applying for limited
14:33:58 10 representation of Mr. Wright.
11
12 CHAIRMAN: Okay granted.
13
14 MR. MONTGOMERY: I am making a similar application in respect of Cyril
14:34:06 15 Gallagher.
16
17 CHAIRMAN: Thank you. Granted. And you are representing Mr. Dunlop. All
18 right, is there another application?
19
20 MS MULLANE: Deirdre Mullane, from Lennon Heather on behalf of Ann Marie White,
21 my lord.
22
23 CHAIRMAN: All right, I make that. All right, Mr. Quinn, or Mr. Doyle, sorry.
24
25 MR DOYLE: May it please you, sir. I now intend to deal with the planning
26 statement of Ms. Sinead Collins in relation to certain land at Jugback Lane
27 Swords, the Duff Lands. If I could have Ms. Collins up please.
28
29
30

14:34:40 1 **SINEAD COLLINS, HAVING BEEN SWORN WAS EXAMINED**

2 **AS FOLLOWS BY MR. DOYLE:**

3

4 CHAIRMAN: Good afternoon Ms. Collins.

14:35:16 5 A. Good afternoon.

6 Q. 188 Ms. Collins I think from June 1982 to December 1993 you were employed as an
7 administrative officer of Planning Department of Dublin County Council?

8 A. That's correct.

9 Q. 189 I think during that period 1987 to 1993 you worked on the review of the 1983
10 Dublin County Development Plan?

11 A. Yes.

12 Q. 190 An outline summary of the Development Plan process in the format of the
13 Development Plan are at page 21, if I could have that?

14 A. Yes.

14:35:44 15 Q. 191 Now, I believe that including among your duties in relation to the review of
16 the Development Plan were the following:

17

18 "To receive and report representations and circulate same to council staff and
19 the elected members of the council.

14:35:55 20 B. To receive motions which had been submitted by councillors.

21 C. To prepare and circulate the agenda for each special meeting of the council
22 to review Development Plan.

23 D. To circulate the manager's reports to the councillors prior to the meeting.

24 E. To record the attendance and voting records of councillor at such special
14:36:15 25 meeting and.

26 F. To prepare minutes of each meeting." I think that's correct?

27 A. Correct.

28 Q. 192 "Motions tabled by councillors in relation to the land zoning were dealt with
29 by written reply in the form of manager's report, such reports were usually
14:36:28 30 circulated to the members some days before the relevant meeting. As each

14:36:32 1 motion came for decision the report was presented and discussed. The
2 presentation was usually accompanied by specifically prepared maps projected on
3 a screen in the council chamber. Voting was conducted in accordance with the
4 council standing orders. I believe that frequently a roll call vote was held
14:36:47 5 and when this happened the minutes of the meeting recorded the votes of the
6 individual councillors."

7
8 Now, to move on to the 1983 Dublin County Development Plan hereinafter I will
9 refer to the 1983 plan. I believe the 1983 plan was developed or adopted on
14:37:05 10 the 31st March 1983 and that the lands subject matter of the present inquiry by
11 the Tribunal, comprised approximately 90 acres located to the west of Jugback
12 Lane, Swords. Hereinafter refer to those as the Duff Lands, they were zoned as
13 follows in the 1983 Development Plan and that is objective B to protect and
14 provide for the development of agriculture.

14:37:27 15
16 The 1983 Development Plan zonings of the Duff Lands are outlined on map five of
17 the 1983 Development Plan and that is at page 24, 23 sorry, page 23. Page 23,
18 if we can have that? Also attached I believe are the written statements
19 regarding the said lands and they are at page 24 and 25.

14:37:49 20
21 I believe that there was a review of the 1983 Development Plan was initiated by
22 Dublin County Council on the 16th October 1987. And a copy of the minutes of
23 the special meeting of the council held on 6th October 1987, which also give a
24 summary of the procedure for the review of the plan are at appendix three of
14:38:11 25 your statement, which is page number 26.

26
27 I believe from October 1987 to January 1989, the elected members considered the
28 working papers presented at special meetings of the council. The elected
29 members then considered the Draft Development Plan maps and written statement
14:38:27 30 and motions relating to the draft maps and draft written statement.

14:38:31 1 And I believe that on a number of occasions during the review process the
2 members were advised that according to standing orders any variation proposed
3 to the draft written statement and maps would require the submission of a
4 written motion, signed by and accompanied where necessary, by a location map
14:38:47 5 for inclusion on the agenda of the relevant council meeting.

6
7 There was a special meeting of Dublin County Council held on 19th January, 1990
8 and at this meeting the subject lands on map number 6 page 33, if we can have
9 that please? Were dealt with. And they were dealt with at minute reference C
14:39:11 10 69.90, it was at this meeting that it was, the draft written statement was
11 considered and map number relating to the scheduled town of Swords. Mr. Conway
12 explained the contents and the changes from the 1983 County Development Plan.

13
14 Following discussion to which Councillor Gallagher, Ryan, Laing, Maher, Devitt,
14:39:30 15 Mulvihill, Wright, Cass, Lawlor and Lynch contributed, the manager replied to
16 queries raised by members on the draft written statement for the scheduled town
17 of Swords and map number were noted."

18
19 Ms. Collins I believe the word noted was used to indicate that the councillors
14:39:47 20 had discussed the matter, had generally agreed with and accepted the contents
21 of the document and maps and passed on to other matters without a vote, is that
22 correct?

23 A. Yes.

24 Q. 193 The Draft Development Plan 1990, therefore the Duff Lands were again zoned
14:40:06 25 objective B to protect and provide for the development of agriculture on the
26 and the said lands are outlined in red for identification purposes on map
27 number and we have already had that map up on the screen there.

28
29 Now, to deal with the material contravention motion. I believe on 27th August
14:40:26 30 1990, a planning application registration reference 90A/1516 was lodged by

14:40:30 1 Pilgrim Associates, architect on behalf of Nosaka Limited and seeking outline
2 planning permission for hotel 110 bedrooms, restaurant/coffee dock,
3 kitchen/storage, function/conference room, bar, reception and dry leisure
4 facilities and permission for 501 houses and new district/local distributor
14:40:47 5 road on the said Duff Lands, Swords.

6
7 Now, I believe that this proposed development was a material contravention of
8 the 1983 Development Plan. And again I think a material contravention arises
9 where there is an application for planning permission for a development which
14:41:06 10 would conflict with the policy set out in the Development Plan, I think that's
11 correct, isn't it?

12 A. Yes.

13 Q. 194 Now, on the 13th September 1990 at a meeting of the development coordinating
14 committee of Dublin County Council it was noted that a planning application
14:41:19 15 being planning reference 90A/1516 had been lodged by Nosaka Limited, Jugback
16 Lane, Swords for development of 501 houses and hotel etcetera on lands zoned
17 for agricultural purposes. On 11th October 1990 at a meeting of the said
18 committee planning register reference 90A/1516 being Nosaka application for
19 subject lands, and it was noted that additional information would be required
14:41:46 20 before a decision could be made.

21
22 Further to this in January 1991 at a meeting of Fingal district committee of
23 the council, it was recommended that the necessary procedures prior to making
24 a decision to grant permission which would materially contravene the
14:42:02 25 Development Plan should be initiated. The required public notice appeared in
26 the Irish Press newspaper on the 30th March 1991. And I believe the history of
27 the application that's recorded in the minutes of the meeting of Dublin County
28 Council on 22nd or 23rd of April 1991 are at page 47. If we can have page 47
29 up there? That's minute C/34 4-91 refers to this minute of the meeting on the
14:42:39 30 22nd or 23rd.

14:42:40 1 It was at this meeting of the Dublin County Council that the material
2 contravention motion came be considered by members of the Dublin County
3 Council. The manager report made reference to various other reports prepared
4 by the County Council and was circulated and presented to the councillors.

14:42:54 5
6 The manager stated that having regard to all of the considerations listed in
7 the said reports, there would be no objection in the event of the council
8 passing a resolution in favour of granting permission. The minute, the meeting
9 recorded two written objections to the proposed motion from the following
10 parties:

11
12 One objection by Swords community council and a second objection by A T Diamond
13 solicitors on behalf of Mrs. M Keating.
14

14:43:19 15 I think that the said material contravention motion was item number 30 H
16 reference C/344/91 on the agenda and the motion was proposed by Councillor
17 Cyril Gallagher and seconded by Councillor Ann Devitt. The motion proposed as
18 follows:
19

14:43:35 20 "That a decision be made to grant a planning permission in respect of an
21 application for planning permission 90 A/1516 for 501 houses and a new
22 district/local distributor road and outline planning permission for a hotel
23 comprising 100 bedroom, restaurant/coffee dock, kitchen/storage,
24 function/conference room, bar, reception, dry leisure facilities on all lands
14:44:03 25 to the west of Jugback Lane, Swords, County Dublin for Nosaka Limited subject
26 to appropriate conditions.
27

28 Following discussions, the motion was put and a division of the voting resulted
29 as has been stated by Mr. Quinn, 37 for, 13 against and one abstention. I
14:44:21 30 believe that the councillors who voted for were Ash, Barry, Boland T, Brady,

14:44:26 1 Cass, Coffey, Creaven, Daly, Devitt, Dunne, Elliott A, Elliott M, Fahey, Faye,
2 Fox, Gallagher, Geraghty, Gilbride, Hammond, Hand, Hannon, Hanrahan F, Hanrahan
3 M, Harvey, Hickey, Ciaran, Kitt, Larkin, Lawlor, Lyons, McGrath, McMahon,
4 Mullvihill, Murphy, Riney, Ryan N and Wright.

14:44:50 5
6 Against the motion: Were Boland C, Buckley, Dillon-Byrne, Farrell, Gilmore,
7 Maher, Malone, Marren, Muldoon, Owen, Rabbitte, Ryan S and Tipping.

8
9 With councillor Laing abstaining.

14:45:06 10
11 I believe that the Chairman declared the motion passed.

12
13 Now, following on from pursuant to the passing of the material contravention
14 motion a decision to grant planning permission was made on the 10th May 1991
14:45:22 15 for the housing and distributor roads subject to 33 conditions and a decision
16 to grant outline permission for the hotel and leisure facilities subject to 21
17 conditions and we have a copy of that at page 993 please.

18
19 I believe the first party appeal against this decision was withdrawn and
14:45:46 20 permission and outlying permission was granted on 10th April 1992 and that is
21 at page 1028. You'd accept that Ms. Collins?

22 A. Yes, that's correct.

23 Q. 195 Moving on to zoning. Submissions of motions prior to the public display of the
24 Dublin County Draft Development Plan 1991.

14:46:12 25
26 I believe in January 1991 the members were circulated and afforded the
27 opportunity to submit motions for insertion on a wrap up agenda for
28 consideration by the council before putting a draft plan on display. By letter
29 dated 18th January 1991, the members of the council were advised by the
14:46:28 30 principal officer that motions had to be submitted not later than Friday 8th

14:46:32 1 February 1991. This deadline was later extended to the 15th February 1991,
2 motions received after that date were not included on the agenda.

3
4 Approximately 160 motions were received and were placed on the agenda in area
14:46:49 5 order commencing in Balbriggan in the north of the county, and moving south
6 through Skerries, Donabate, Swords, Malahide, Sutton, Howth, north suburbs,
7 Blanchardstown, Lucan and Clondalkin and then in a south easterly direction to
8 the Wicklow border.

9
14:47:07 10 The note in the margin of the agenda shows the date and manner of disposal of
11 each item on the agenda. I propose to deal with that now.

12
13 Special meeting of Dublin County Council on 21st March 1991: Consideration of
14 this agenda commenced on 1st of March 1991 and continued on the 7th March, 21st
14:47:28 15 March, 18th April, 26th April, 2nd May, 16th May, 24th May, 30th April -- 30
16 May, excuse me, 31st May and 11th of June. The first 37 items on the agenda
17 related to Fingal area and were dealt with at meetings between the 1st March
18 and 18th April 1991.

19
14:47:46 20 On the 21st March 1991 a special meeting of Dublin County Council certain
21 motions re Swords, Sutton, north fringe were disposed of by the members.

22
23 A motion on lands at Balheary Demesne, Swords was proposed and then withdrawn
24 after the manager's report was delivered. While this motion was brought in a
14:48:05 25 respect of a different plot of lands to the Duff site, the manager's report
26 made reference to the draft written statement for Swords and reference was made
27 to Nosaka. In particular the manager referred to "paragraph 5.4.6 of the
28 written statement for the schedule town of Swords" which states as follows:

29
14:48:24 30 "From 1971, the population had grown rapidly to the extent that it has

14:48:30 1 quadrupled in less than 20 years, the 1989 population is estimated at 18,600.
2 Drainage facilities serving the town have the capacity to serve a population
3 equivalent of 22,500. The ultimate capacity of the zoned lands is in the
4 region of 26,500. Additional sewage treatment facilities would be required to
14:48:52 5 accommodate the ultimate population. It will take many years to reach that
6 position based on the rate of growth in recent years. Accordingly it is not
7 proposed to zone any further lands for development during the term of this
8 plan".
9

14:49:07 10 The manager concluded that "The present position is with the Swords Waste Water
11 Treatment Plant is that the design capacity has now been exceeded. Original
12 design capacity 22,500 persons, existing situation in outstanding planning
13 permissions 30,396 persons, Nosaka developments 41,539 persons. The working
14 papers considered by the council in this review process show there is a more
14:49:34 15 than adequate supply of zoned serviced lands available to meet the needs of the
16 county for the foreseeable future.
17

18 The zoning of further lands for development makes no sense in that context. In
19 relation to Swords the ultimate population provide for is not likely to be
14:49:49 20 realised for many years. Accordingly it will be premature to consider further
21 zoning."
22

23 I think you accept that?

24 A. Yes.

14:49:58 25 Q. 196 Moving onto the 1991 Draft Development Plan display. I believe the '91 Draft
26 Development Plan was on public display for the statutory three months from 2nd
27 of September 1991 to 3rd December 1991. The Duff Lands being the site of the
28 planning application register reference 90A/1516 were zoned as follows on map
29 number 6 at page 73. Map number 6 of the 1991 Draft Development Plan, a copy
14:50:27 30 of the said map as I say is on screen now. And the lands are zoned in that

14:50:33 1 plan as objective B, "to protect and provide for the development of
2 agriculture" and the said lands are outlined in red on this map. You can see
3 them there on the top left of the map.
4

14:50:43 5 During the period of the public display from the 2nd September 1991 to the 3rd
6 December 1991, 23,866 objections and representations were received and 487
7 requests for oral hearings were facilitated. Eight objections and
8 representations were received in relation to the Duff Lands proposals. And we
9 have amongst those page 89 to 90. Could I have page 89 and 90?

14:51:18 10 Representation number 00100 by the Ambrose Kelly Group on behalf of Mr. M Duff
11 and family, and that was on screen at the moment.
12

13 Because the site was given permission on 11th May 1991 under register reference
14 90A/1516 for the erection of 501 houses and a new district and local
14:51:40 15 distributor road and outline permission for hotel comprising 110 rooms,
16 restaurant/coffee dock, kitchen/storage, function/conference room, bar,
17 reception and dry leisure facilities on lands that were previously zoned for
18 agricultural use. They request that these lands be shown as zoned residential
19 on the new Draft Development Plan.

14:51:59 20
21 I believe that copies of all objections and representations were circulated to
22 the members of Dublin City Council for their consideration at a series of
23 special meetings which commenced on the 10th April 1992. The council
24 considered representations on area basis commencing from the southern most part
14:52:15 25 of the county to the north working from map 28 to map number 1.
26

27 Representation number 00100 as is on the screen, was given the agenda item
28 number 1513L. The Duff Lands therefore were dealt with under items 1513L of
29 the agenda and were dealt with at the special meeting of Dublin County Council
14:52:36 30 held on 17th May 1993. A copy of a portion of this agenda entitled

14:52:43 1 "development strategy for Swords" is at page 115.

2

3 There was a special meeting of the County Council on the 17th May 1993, at
4 which the manager reported to the Council on the development strategy for

14:53:05 5 Swords and dealt with the various representations and in particular the
6 manager's report recommended no further lands to be zoned at that time. Accept
7 for instances where commitments to date so indicate. That's at minute
8 reference C-482-93 of the said meeting of the 17th May.

9

14:53:23 10 Representation number 00100 that is item 13 -- 1513L was not reached at this
11 meeting. And that on continuation of consideration of the draft Dublin County
12 Development Plan in 1991 was dealt with at a meeting of the 21st May 1993.
13 This meeting continued consideration of the report by the manager relating to
14 item number 1513, that is development strategy for Swords.

14:53:52 15

16 I believe that no motion was submitted in relation to item 1513L, that is
17 representation number 00100 which was submitted by Ambrose Kelly and Associates
18 in respect of the Duff Lands. Planning application registration reference
19 number 90A/1516. At this meeting the manager's report was noted in respect of
14:54:15 20 items 1513L and that being representation number 00100, M Duff, Glebe House,
21 and that is at page 127.

22

23 To move on then to the Brackenstown, Rathbeale Road, I believe Ms. Collins a
24 number of motions were received by Dublin County Council regarding a proposed
14:54:40 25 link road affecting the subject lands of two other lots of land, is that
26 correct?

27 A. Yes.

28 Q. 197 The three motions were as follows one the Brackenstown Road, Rathbeale Road
29 agenda item number 1528 I; number two the Belfast Road to Drinam Road agenda
14:54:59 30 item 1529A; and three the Forest Road to Belfast Road agenda item number 1529

14:55:05 1 I, two out of the three motions namely the Belfast Road to Drinam Road and
2 Forest Road to Belfast Road were voted on and passed at a special meeting of
3 Dublin County Council on the 20th May 1993. The third motion being the
4 Brackenstown Road, Rathbeale Road agenda item number 1528I, was dealt with at
14:55:26 5 the special meeting of Dublin County Council held on 21st May 1993. I believe
6 that part of the proposed Brackenstown Road, Rathbeale Road traversed the
7 subject lands.

8
9 If we can have page 143 and 145 please? I believe that's the motion up on the
14:55:50 10 screen, Ms. Collins, and the other item on the screen is the map showing the
11 road going to the subject lands.

12 A. Yes.

13 Q. 198 A report by the manager was circulated and considered at the said special
14 meeting of Dublin County Council on 21st May 1993, the planning officers report
14:56:11 15 indicated "That it is proposed to indicate on the Development Plan the proposed
16 northern distributor road linking the Rathbeale Road to the Balheary Road via
17 Oatlands and the Nosaka development. The road has been conditioned and
18 planning permission on these lands".

19
14:56:25 20 It was proposed by Councillor Devitt and seconded by Councillor Gallagher
21 1528I, "That Dublin County Council hereby resolves that the road proposals
22 north of Swords as indicated in red on the attached map which has been signed
23 for identification purposes by the proposer be included as a five year road
24 proposal in the Development Plan. Councillor Tipping and Councillor Devitt
14:56:49 25 proposed an amendment to motion 1528I, which was put to a vote and passed
26 unanimously the amended motion read as follows "Dublin County Council hereby
27 resolves that the road proposals north of Swords as indicated in red on the
28 attached map, which has been signed for identification purposes by the proposer
29 be included as a five year road proposal in the Development Plan and in view of
14:57:11 30 the considerable scenic and amenity value of the ward River Valley and in view

14:57:15 1 of the social an environmental impact on River Valley/Rathingle Estate, it will
2 be a stated policy objective of this council that this road shall not be
3 extended across the said valley to create a western distributor road."
4

14:57:28 5 I believe the substantive motion was put to a vote and the voting resulted as
6 follows. 48 for, against one and abstentions three. A copy of the said motion
7 agenda item 1528I is attached and we have that on screen.
8

9 Public display from 1st of January to the 4th August 1993 of the Dublin County
14:57:50 10 Draft Development Plan, that is the amendments to 1991 draft Development Plan.
11

12 Changes in zoning of the lands on the 1993 Draft Development Plan were put on
13 public display for the statutory period of one month from 1st July to 4th of
14 August 1993, as the 1993 amendments to the 1991 Draft Development Plan. The
14:58:11 15 Duff Lands retained the zoning objective B, that is "to protect and provide for
16 development of agriculture". However as a result of motion number 1528I, map
17 number 6 shows the Duff Lands with change 25B, that is five year road proposal
18 marked on the map with the outline of the proposed line, the Brackenstown Road,
19 Rathbeale Road, a copy of the said map, the 1993 amendments is at page 146.

14:58:41 20
21 I think you can see on that map the top left hand corner, the proposed
22 distributor road is outlined in the, on the subject lands?

23 A. Yes.

24 Q. 199 A special meeting of the county council on 16th of September 1993. The council
14:59:03 25 commenced consideration of the proposed amendment in Swords area on the 16
26 September 1993 when a general report which had been circulated in advance of
27 the meeting was read. The report concluded by recommending that "The council
28 should not change the zoning of any substantial area of lands in sword in the
29 context of the present review but a study should be set in train for the
14:59:23 30 purpose of presenting a report or reports addressing the issues listed above

14:59:26 1 with a view to adopting a coherent plan pour the area within a year of the
2 setting up of the new Fingal County Council." And that's at minute C/745/93.
3 A motion proposed by Councillor Gallagher and seconded by Councillor Devitt,
4 that consideration of map 6 be deferred to the next meeting on 21st September
14:59:46 5 was passed unanimously.

6
7 There was a further meeting of the County Council on the 21st September and in
8 addition to the report from the manager was considered this report stated "In
9 the event of the members wishing to zone extra lands pending such a report it
15:00:03 10 is considered that any such extra zoning must be kept to a minimum. So as not
11 to cause Swords to grow in such a manner or to such an extent as to further
12 overload the road system, sewage treatment works or community infrastructure.
13 The maximum extra zonings which could be accommodated on such an interim basis
14 would be for additional 2,000 population equivalent. If all of this were
15:00:26 15 applied to residential zoning it would mean a maximum of 500 houses."

16
17 The report concluded the least difficult way to achieve this would be to zone
18 65 acres of land in other areas of Swords which were listed in the report.
19

15:00:40 20 A motion proposed by Councillor Boland, seconded by Councillor Maher that the
21 manager's report as amended by the addition to the report be adopted was
22 defeated by nine votes in favour to 16 against. Details of the vote are given
23 on page 01009 of the minutes. It was then proposed by Councillor Boland,
24 seconded by Councillor Maher that the manager's report on the 16th September
15:01:05 25 1993 be adopted, this motion was defeated by 30 votes in favour and 38 against
26 and one abstention.

27
28 Consideration of the various amendments to the Draft Development Plan then
29 commenced.

15:01:19 30

15:01:19 1 At a special meeting on the, of the County Council on the 24th September 1993
2 various amendments to the draft plan map number 6 Swords continued, change 25B
3 in the new road proposal at Rathbeale Road, Oatlands, was confirmed. And
4 minute C778 refers. During the course of the said meeting a motion was
15:01:43 5 proposed by Councillor Gallagher and seconded by Councillor Wright, the most
6 proposed the following "That the manager be requested to prepare and submit to
7 the Fingal Council, a draft variation of the new County Dublin Development Plan
8 as it affects the Swords area. This draft variation should be available to the
9 Council before the 30th April 1994 to allow time for discussion and necessary
15:02:06 10 public display with a view to having the variation in effect before the 31st
11 December 1994".
12

13 The motion was put and passed unanimously and the details are at page 165 to
14 186. Could we have 165 please? 166 please.

15:02:23 15
16 And finally, I believe that at a special meeting of the Dublin County Council
17 County Council on the 10th December 1993 reference C/1425/93 refers, a vote was
18 taken to adopt the Dublin County Development Plan 1993. The vote resulted in
19 45 for, 21 against and one abstention. A copy of map 6 of the Dublin County
15:03:01 20 Development Plan 1993 with a subject lands outlined in blue and an extract from
21 the Dublin County Development Plan written statement are page 187.
22

23 And again, Ms. Collins, I think on the top left of that picture you can see the
24 subject lands? And they remain zoned B, "to protect and provide for
15:03:35 25 agriculture" and there is also the proposed Rathbeale Road, distributor link
26 road on the said map, you accept all that?

27 A. That's correct.

28 Q. 200 Thank you Ms. Collins.

29

15:03:43 30 CHAIRMAN: All right thank you very much for attending Ms. Collins.

15:03:48 1
2 MR. QUINN: Mr. Redmond has asked me for a document before his client is called
3 if I could just have five minutes please.
4

15:04:33 5 CHAIRMAN: Of course.
6

7 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK.**

8 **AND RESUMED AGAIN AS FOLLOWS:**
9

15:04:38 10 MR. QUINN: I'm grateful. Now Mr. Dunlop please.
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15:10:20 1 **FRANK DUNLOP, HAVING BEEN SWORN, WAS EXAMINED AS.**

2 **FOLLOWS BY MR. QUINN:**

3

4 Q. 201 Thank you Mr. Dunlop?

15:10:47 5 A. Good afternoon Mr. Dunlop. Good afternoon Chairman.

6 Q. 202 Mr. Dunlop, Day 148 at number at 9, if I could have document 256 you identified
7 a development in respect of which you estimated at that time or queried that
8 you had received a sum of approximately 5,000 pounds, do you see that?

9 A. Correct.

15:11:06 10 Q. 203 That's in your handwriting being given here on that date, and then subsequently
11 you attended at private interview with the Tribunal and I will deal with that
12 in a moment, and subsequently you also provided I think in October 2000, a
13 statement to the Tribunal, and in that statement under the heading of "Duff
14 site in Swords". If I could have document number 291, you provided a narrative
15 to the Tribunal under that development and I will just read that narrative very
16 quickly to you if I may, and then in recent times I think you provided a more
17 detailed narrative, isn't that correct?

18 A. Yes. Correct.

19 Q. 204 In that narrative you said, first of all just draw your attention to the fact
20 that there is an asterisks appearing in that title, isn't that correct?

21 A. Correct.

22 Q. 205 On the same statement at 289 I think, you advised the Tribunal that an asterisk
23 had a certain significance, isn't that correct?

24 A. Correct.

15:12:01 25 Q. 206 What was that significance?

26 A. That the, in each case where the asterisk appeared that the money provided to
27 me was given on the basis that the provider knew or requested that I would pay
28 councillors.

29 Q. 207 Now, if I could go back therefore to 291 you say I will just read it briefly.

15:12:22 30

15:12:22 1 "The land was in Swords and was owned by a family called the Duffs. A company
2 called I believe Nosaka was formed with respect to this development. The
3 proposal was to build a hotel in Swords.
4

15:12:32 5 I was approached by a Mr. Robert White representing the Nosaka consortium in the
6 latter part of 1990, early 1991. Mr. White is a jeweller. He informed me that
7 he had discussed the matter with Messrs Wright and Gallagher. He wanted my
8 assistance to make sure that other people who were looked after and remained
9 supportive. He believed the zoning could occur quickly. I informed him that I
10 thought it would take some time.
11

12 It was agreed between Mr. Wright and I that I would get 10,000 plus VAT and
13 that 5,000 cash was paid to me in the corner of the lounge in the Shelbourne
14 Hotel during a meeting with Mr. White. Mr. White gave me the money with the
15 express intention and knowledge that I would ensure that people remained
16 supportive.
17

18 My agreement with Mr. White was for a success fee of 4,000 pounds cash to be
19 paid on completion of the preliminary planning process. I gave Mr. Gallagher
15:13:08 20 the sum of 2,000 on the occasion of speaking to him in the Grand Hotel in
21 Malahide.
22

23 While the agreement that I had was that I would receive 10,000 plus VAT, I
24 cannot say definitely I got more than 5,000." and then I think earlier this
15:13:34 25 month, if I could have 786 please, you provided a more detailed narrative to
26 the Tribunal in relation to the matter, isn't that right?

27 A. Correct.

28 Q. 208 In the course of that narrative you said, you referred to the earlier
29 documentation you provided to the Tribunal you say:
30

15:13:52

15:13:52 1 "I was first contacted by Mr. Robert White by telephone in May 1990 with regard
2 to these lands at Swords, hereinafter called the Duff lands and I arranged to
3 meet him in the Shelbourne Hotel. The landowners were named Duff."
4

15:14:04 5 Now I think in the earlier statement which I had referred to you said in fact
6 you had been retained in the latter part of 1990 or early 1991 and I think in
7 private interview you said it was in December 1990 if I could have 728 please?

8 You are being asked Mr. Gallagher about these lands and you said "I was
9 approached by Mr. Wright, I think in the later part of 1990, it was around
15:14:37 10 December 1990". That's question 16. Can I ask you first of all can the
11 Tribunal take it that in fact you were approached by Mr. White was, as you have
12 said in your more detailed narrative statement, the 30th May 1990?

13 A. Correct.

14 Q. 209 If I could have document number 505 please? I think this shows an entry in
15:14:49 15 your diary for a 4 o'clock meeting with Mr. Robert White, is that correct?

16 A. Correct.

17 Q. 210 Was that entry made in anticipation of that meeting?

18 A. Yes.

19 Q. 211 Then if I could revert to 786 you said "To the best of my recollection the

15:15:05 20 approach by Mr. White followed an initial contact by Mr. Tim Collins of Pilgrim
21 Limited architect who visited my office at 25 upper Mount Street, Dublin 2, at
22 2.30 pm on Wednesday May 9th 1990, at which time he informed me that he was
23 involved in a project concerning the Duff Lands and that I would be approached
24 in due course by Mr. White." Now, if I could have 504 please, this is a diary
15:15:31 25 entry for a 3.30 meeting with Mr. Tim Collins for 9th May, isn't that right?

26 A. Correct.

27 Q. 212 Are you telling the Tribunal, Mr. Dunlop, that you had a meeting with
28 Mr. Collins on that date and that as a result of that meeting you understood
29 that Mr. White would be contacting you?

15:15:42 30 A. Correct.

- 15:15:42 1 Q. 213 Can I ask you what was the nature of your relationship with Mr. Collins in May
2 1990?
- 3 A. My relationship with him was that I knew him not very well, but I knew him
4 politically. He was associated politically and I didn't have -- I don't
15:16:07 5 recollect having had any previous contact with him in the context of anything
6 of this nature.
- 7 Q. 214 Mr. Collins I think was a shareholder in a company known as Pilgrim, is that
8 correct?
- 9 A. Well that I subsequently discovered, yes.
- 15:16:23 10 Q. 215 So when you first met Mr. Collins you didn't realise that he was involved with
11 Pilgrim?
- 12 A. No. I knew he was involved with Pilgrim, I did not know that he was a
13 shareholder.
- 14 Q. 216 You did not know he was a shareholder I see?
- 15:16:36 15 A. No.
- 16 Q. 217 But you did know he had involvement with an architectural firm?
- 17 A. Oh, yes I did.
- 18 Q. 218 Did you have contact in a business context with Mr. Collins before this time?
- 19 A. Not that I can recollect.
- 15:16:46 20 Q. 219 Had Mr. Collins ever advised you that he had recommended to you any other
21 clients of Pilgrim?
- 22 A. Not before that point.
- 23 Q. 220 Did Mr. Collins in time come to recommend you from time to time to clients?
- 24 A. Well certainly in the context of one other.
- 15:17:03 25 Q. 221 And your meeting with Mr. Collins where did that meeting take place?
- 26 A. It took place in my office.
- 27 Q. 222 Did Mr. Collins make the appointment to visit you?
- 28 A. Yes.
- 29 Q. 223 Was it specifically relation to this project?
- 15:17:15 30 A. Yes.

- 15:17:16 1 Q. 224 Were you surprised that Mr. Collins was visiting you and approaching you in
2 relation to a project involving his firm?
- 3 A. Well no I wasn't really. In fairness, many people approach me from time to
4 time in relation to various projects, be they architects or businessmen or
15:17:34 5 developers or whatever and as I said, I knew Mr. Collins not well, but I knew
6 him from a political context.
- 7 Q. 225 You knew him from a political context only?
- 8 A. Fianna Fail, yes.
- 9 Q. 226 And did Mr. Collins tell you what services you would be required to provide or
10 perform on behalf of Pilgrim or Mr -- or the site?
- 11 A. No, he identified that Pilgrim were acting or advising or had contact with or
12 an association with a Mr. Robert White, whom I had never heard of or met, and
13 that they required advice.
- 14 Q. 227 Now, Mr. Collins in a statement to the Tribunal, if I could have page 199
15 please. If you look at the fifth paragraph there, Mr. Dunlop, you will have
16 received a copy of this he says that "I am aware that Robert White engaged
17 Frank Dunlop in what I understood to be a public relations role. However, I
18 recall that Frank Dunlop had a conflict of interests and his services were
19 dispensed with by Robert White at an early stage. I only know this anecdotally
15:18:27 20 as I have no direct dealings with Frank Dunlop."
- 21 Now, there Mr. Collins is denying that he had any direct dealings with you in
22 relation to this project, is he mistaken in that view?
- 23 A. Yes, it is and I agree with Mr. White in Mr. White's statement that it was
24 Mr. Collins who initiated the contact.
- 15:19:12 25 Q. 228 How many clients of his office did Mr. Collins direct your way?
- 26 A. Offhand -- well I have already said to you there was one other which we shall
27 be dealing with relatively shortly. Definitely one, only one.
- 28 Q. 229 Only one.
- 29 A. As far as I can recollect now.
- 15:19:43 30 Q. 230 So in all there were two referrals by Mr. Collins and this is one of the two

15:19:43 1 and this is the first of the two?

2 A. Yes, but for context Mr. Quinn, may I just say to you my understanding is that

3 Mr. Collins, I don't know what Mr. Collins professional capacity is, but he

4 worked with an architectural practice named Pilgrim, subsequently Mr. Collins

15:20:00 5 came to work for another architectural practice with which I was very closely

6 associated with in relation to a much larger project.

7 Q. 231 But that's not the second referral we are speaking about?

8 A. No.

9 Q. 232 Your paths just happened to cross in that second project?

15:20:17 10 A. Correct, but the point I wanted to make to you is that I cannot say to you

11 which architectural practice Mr. Collins was actually working with when the

12 second referral was made to me.

13 Q. 233 I understand. Now, Mr. Collins himself I think has described himself as being

14 involved in marketing within the practice. In any event I think you go on in

15:20:36 15 your statement at 786 to say:

16

17 "I first met Mr. White in the Shelbourne Hotel on 13th May 1990 at 4 pm. At

18 this meeting Mr. White discussed the proposal for the Duff lands with

19 particular emphasis on the construction of a hotel. Mr. White informed me that

15:20:52 20 he had through a company called Nosaka, had or was about to apply to Dublin

21 County Council for a material contravention planning permit for the development

22 of the Duff Lands. I was not aware of any arrangements, financial or otherwise

23 regarding Mr. White's relationship with the Duff family other than Mr. White

24 and/or Nosaka had interest in the lands whether by mean of option and or a

15:21:12 25 joint venture.

26

27 Mr. White, at our initial meeting, informed me an application had been

28 discussed with both GV Wright and Cyril Gallagher both County Councillors, the

29 former from Malahide area and later from Swords area. According to Mr. Wright

15:21:26 30 GV Wright was fully supportive and on side he quoted GV Wright as saying "that

15:21:29 1 with luck we would have the whole thing through planning process in about six
2 weeks", I did my best to dissuade him from this view, he intimated clearly that
3 while Cyril Gallagher welcomed the proposal to build a hotel at Swords,
4 Mr. White quoted Cyril Gallagher as stating that for many years he got -- sorry
15:21:43 5 that for years people got married in Swords, had to go to Malahide for the
6 wedding reception, there would be no hotel in Swords. Cyril Gallagher was
7 dubious nonetheless as to the prospect of its success with the planners.
8

9 At our first meeting Mr. White also referred to the fact that Mr. Tim Collins
15:21:59 10 had contacted me as to the fact that I had been recommended to him by GV
11 Wright."

12
13 CHAIRMAN: 786.

14 Q. 234 Sorry that's page 786 and 787.

15:22:11 15 So at this meeting it wasn't a surprise to you when Mr. White contacted you for
16 the meeting which took place on the 30th, is that correct?

17 A. Yes, that's correct and because of the introduction that had been made and as I
18 have already said to you I did not know Mr. White, I never met him previously.

19 Q. 235 Okay, was there any reason why Mr. white could not come to your office on the
15:22:31 20 30th?

21 A. No, in the organisation of the meeting between Mr. White and myself it was
22 agreed I think at his suggestion that but I would stand to be corrected, that
23 we meet in the Shelbourne.

24 Q. 236 Okay. And this was your first, had you ever met Mr. White before?

15:22:44 25 A. No.

26 Q. 237 Did you tell Mr. White that you had anticipated his call or -- that you had
27 been speaking with Mr. Collins in relation to the matter?

28 A. Yes. From memory the discussion was as a result of the contact that had been
29 made by Tim Collins, which Mr. White himself endorses, and that he had been
15:23:06 30 speaking to GV Wright about it and that GV Wright recommended me or words to

15:23:12 1 the effect that I came highly recommended as far as GV was concerned.

2 Q. 238 So you had been concerned highly recommended by GV Wright and recommended by

3 Mr. Collins?

4 A. Yes, but in the context of Mr. Collins, Mr. Collins had come to see me

15:23:25 5 personally. Up to that point I had no had any discussion with GV Wright about

6 this matter.

7 Q. 239 Or Councillor Gallagher?

8 A. Or Councillor Gallagher, sorry.

9 Q. 240 Had Mr. Collins mention the involvement of either Councillor Gallagher or

15:23:37 10 Councillor Wright when he met with you in May?

11 A. No, he told me at the initial meeting obviously about what he proposed.

12 Q. 241 No, I am talking about Mr. Collins apologise?

13 A. Oh I beg your pardon I apologise sorry, could you give me that again.

14 Q. 242 Yes, had Mr. Collins mentioned the involvement of, or the potential involvement

15:23:55 15 of either Councillor Wright or Gallagher?

16 A. No, no, there was no discussion with Mr. Collins of that nature at all.

17 Q. 243 Any discussion concerning any support from councillors with Mr. Collins?

18 A. No.

19 Q. 244 Did Mr. Collins indicate to you what type of work you would be involved in or

15:24:12 20 what you would be expected to do?

21 A. I think the thing, the attitude that was adopted by Mr. Collins was that he had

22 a client or an association with Robert White and that they were, had a planning

23 application or a material contravention, I cannot be specific as to whether he

24 was actually definitive about the type of application that would be made, he

15:24:32 25 mentioned the fact that it was a hotel and this seemed to be the dominant issue

26 at all stages that there would be an hotel, but there was no discussion with

27 Mr. Collins in relation to councillors lobbying councillors. Mr. Collins'

28 attitude would appear appears to me and would now appear to me in retrospect as

29 well to be in the context of whatever was required from a PR point of

15:25:04 30 view/lobbying, without specifying what that meant.

- 15:25:07 1 Q. 245 Okay. But Mr. White when you did meet with him on the 30th he was more
2 informative vis-a-vis the existing political support for the proposal?
- 3 A. Well Mr. White gave a very specifically told me that he had spoken to GV Wright
4 and to Cyril Gallagher, that GV Wright was 100 percent supportive, was on side,
15:25:36 5 that Gallagher, Cyril Gallagher, Councillor Gallagher was enthusiastic, was
6 supportive, particularly in the context of an hotel, and referred to a comment
7 made by Councillor Gallagher which in fairness to Mr. White I heard
8 Mr. Gallagher make myself, that there was a great need for an hotel in Swords.
- 9 Q. 246 Now, you say you go on in your statement at 787 to say that.
- 15:26:08 10
- 11 "At our first meeting Mr. White outlined his proposals for the site and asked
12 me to act for him in a lobbying/PR capacity as it was essential to make sure
13 other people were looked after and remained supportive. These comments I took
14 to refer to councillors other than GV Wright and Cyril Gallagher.
- 15:26:28 15
- 16 I agreed to act provided a suitable fee could be arrived at, I believe I asked
17 for 15,000 plus a five thousand success fee. Mr. White demurred but said he
18 would consider the matter and we could meet again."
- 19
- 15:26:43 20 Just in relation to your use of language Mr. Dunlop, you say Mr. White asked to
21 you ensure people were looked after and remained supportive. That gives the
22 impression that you were looking after people who already had expressed their
23 support for the project rather than trying to convince people to support the
24 project, if you understand what I am saying?
- 15:27:03 25 A. Well I thought that was qualified by the following sentence, these comments I
26 took to refer to councillors --
- 27 Q. 247 That was my next question.
- 28 A. Yes.
- 29 Q. 248 If he had only identified two councillors as being supportive why would you
15:27:18 30 exclude those two from the --

- 15:27:18 1 A. Sorry, I see the point Mr. Quinn. Yes. No, I think from a context point of
2 view, I think the issue in relation to Mr. White was relatively simple, and
3 that is that he had the absolute total 100 per cent support of GV Wright. He
4 had had discussions with Cyril Gallagher, but Cyril Gallagher while he was
15:27:39 5 enthusiastic about the possibility of having an hotel in Swords, knew what the
6 situation obtaining in Swords was in relation to all sorts of services, and he
7 had a close contact with the planners and he was dubious about whether or not
8 the planners would be supportive or would endorse it. And I think, and I have
9 nothing other than an impression on this point, and I say that in advance, that
10 my role in relation to this matter was to ensure that Cyril Gallagher was as
11 much on side as GV Wright because the point was that Cyril was from Swords, GV
12 was from Malahide, and if other councillors saw that Cyril wasn't on board or
13 wasn't supportive, that could be disastrous.
- 14 Q. 249 So is it your evidence to the Tribunal, Mr. Dunlop, that Mr. White took you on
15:28:43 15 board to ensure that Mr. Gallagher's support remained despite his scepticism?
- 16 A. Well if I can put it bottom end first? That I have no recollection of doing
17 anything of an extensive nature in relation to lobbying or otherwise with other
18 councillors, other than Cyril Gallagher, in relation to this matter. Which
19 would be completely contrary to the norm.
- 15:29:09 20 Q. 250 I understand. So would it be fair to say then that Mr. Gallagher was
21 supportive but sceptical, Mr. Wright was totally supportive and Mr. White was
22 anxious that you would ensure that Mr. Gallagher remained supportive despite
23 his scepticism?
- 24 A. There was absolutely no doubt in my mind that Mr. Gallagher was enthusiastic
15:29:27 25 about the possibility of an hotel, but he thought, and I think I alluded to
26 this somewhere in my statement, that he said to me that Mr. White was going far
27 too quickly, there was no way this matter was going to take place in the time
28 frame that he thought.
- 29 Q. 251 So therefore when you say in your statement, having referred to people being
15:29:50 30 looked after and remain supportive, you went on to say "these comments I took

15:29:55 1 to refer to councillors other than GV Wright and Cyril Gallagher". Would it be
2 more correct to say "these comments I took to refer to Cyril Gallagher"?

3 A. In the actuality, yes.

4 Q. 252 So to that extent do you want to change your statement to that extent?

15:30:09 5 A. Well the context of the conversation was that other people were looked after
6 and remained supportive. In the reality the only person -- the only two people
7 that I recollect ever speaking to about this issue, other than -- in the
8 political arena, are GV Wright and Cyril Gallagher.

9 Q. 253 But did Mr. White specifically ask you to ensure that Mr. Gallagher's support
10 continued?

11 A. He said he would leave Mr. Gallagher to me.

12 Q. 254 I understand. So you became responsible for ensuring that Mr. Gallagher dealt
13 with the matter?

14 A. Correct.

15:30:46 15 Q. 255 Did he give you any indication of the extent to which he had lobbied councillor
16 Gallagher in respect of the proposal?

17 A. Well the impression I had was that he had certainly spoken to Mr. Gallagher
18 once.

19 Q. 256 Yes. Did he indicate to you why he thought that you might be able to influence
15:31:01 20 Mr. Gallagher?

21 A. No. Well, he didn't indicate it to me.

22 Q. 257 Okay. Did you indicate to him how you felt you might succeed with
23 Mr. Gallagher?

24 A. I said that I would speak, that I would speak to Cyril and look after Cyril.

15:31:20 25 Q. 258 When you say you said you would look after Cyril, did you tell him how you were
26 proposing to look after Cyril?

27 A. In specific terms, no. I think the phrase used, I used the phrase was "I would
28 look after Cyril."

29 Q. 259 Now had you ever looked after Cyril prior to this? Or what was your
15:31:38 30 relationship with Mr. Gallagher, as of May 1990?

- 15:31:40 1 A. Well my relationship with Cyril Gallagher was, goes back quite a long time. I
2 mean from a political point of view I knew him quite a lot. I had lobbied him
3 in relation to one or two other matters. I cannot specifically say to you as
4 of this moment that I had ever given him money before, but there is absolutely
15:32:06 5 no doubt that in the context of this particular proposal, sorry, that an
6 arrangement was arrived at between Cyril and myself.
- 7 Q. 260 Well I will move on to that, as you do in your statement in a moment. You go
8 on in your statement to say.
9
- 15:32:24 10 "By mutual agreement I visited Mr. White at his then premises, Claddagh House,
11 489 North Circular Road, Dublin 7, on Wednesday 25 July, 1990, at 10.30 am."
12 If I could have 506 please? I think again in your diary you have that entry
13 for "10.30 Robert White".
14
- 15:32:43 15 You said: "Mr. White provided me with various documents, mainly relating to
16 architectural submissions regarding the Duff Lands which he believed to be of
17 assistance to me in my lobbying of councillors. We again discussed fees and he
18 informed me that he would pay me 10,000 plus VAT and four thousand cash on
19 success. My handwritten note of the agreement has been discovered to the
15:33:05 20 Tribunal, and the four thousand cash refers to the completion of the
21 preliminary planning process. My handwritten note is dated same date as my
22 meeting with Mr. White on 25th of July 1990 and is timed 1 pm. This note was
23 written by me on the date on my return to the office." And that's at 293.
24 In my opening I opened in full that note. You say you returned to your office
15:33:28 25 at 1 o'clock, having been with Mr. White between 11 and 12.10, isn't that
26 right?
- 27 A. Correct.
- 28 Q. 261 And it sets out the bargain, or agreement, that had been reached between you,
29 isn't that right?
- 15:33:38 30 A. Yes.

- 15:33:39 1 Q. 262 Now that agreement was to be subsequently revised, isn't that correct?
- 2 A. Correct.
- 3 Q. 263 Did you type up that agreement and forward it to Mr. White?
- 4 A. This?
- 15:33:48 5 Q. 264 Yes?
- 6 A. No.
- 7 Q. 265 Is there any reason why you wouldn't have written to Mr. White setting out the
- 8 basis of the terms of agreement been reached between you?
- 9 A. No, I made this note, Mr. Quinn, as a memo to myself.
- 15:34:04 10 Q. 266 Mr. White would never have seen this document?
- 11 A. No, I don't believe he did. I never gave it to him anyway.
- 12 Q. 267 Why did you feel it necessary to commit to writing the agreement which you just
- 13 reached with Mr. White?
- 14 A. Well I had never met Mr. White before, and --
- 15:34:23 15 Q. 268 Well this is the second meeting, I think?
- 16 A. Yes, but I mean it's the second meeting with him, but I mean this is a person
- 17 that I had never dealt with before and -- let me just say, in fairness to all
- 18 concerned, I made the note for the purposes of a record for myself that what we
- 19 had agreed.
- 15:34:53 20 Q. 269 Were you concerned that Mr. White might renege on the agreement at some stage?
- 21
- 22 MR HAYDEN: Sorry Mr. Chairman, I know this isn't -- over here, I know the
- 23 minute off -- in fairness to Mr. Dunlop he said he made a note for himself,
- 24 Mr. Quinn now seems to be, I know this isn't the courts therefore its not
- 15:35:16 25 straight question in cross-examination and I don't want to turn it into that
- 26 either much to everybody's joy, but at the same time he has answered twice, he
- 27 made a memo for himself because he hadn't met the man before. Mr. Quinn seems
- 28 destined to try and get a different answer out, I wonder is that fair to
- 29 Mr. White.
- 15:35:31 30

15:35:31 1 CHAIRMAN: No, Mr. Quinn asked were you concerned that Mr. White might renege
2 on the agreement at some stage, that was the question Mr. Quinn asked. He is
3 just asking why did Mr. Dunlop make a note or what was the reason, that has to
4 be asked. Because it wasn't Mr. Dunlop's normal practice I think to make notes
15:35:57 5 of this nature.

6
7 MR HAYDEN: In fairness, Mr. Dunlop hasn't even gotten to say that answer yet
8 but obviously --

9
10 CHAIRMAN: No, but that's the reason. I mean its important, we just can't
11 take statements on the, on their face without querying them. So that's the
12 reason why Mr. Dunlop was asking asked, so Mr. Quinn can ask that question.

13 Q. 270 MR. QUINN: Thank you Mr. Dunlop. Do you want to answer the question?

14 A. Yes. Sorry, thank you Chairman. Well let me preface it by saying it is
15 unusual, it is not the practice as is evidenced in any of the documentation
16 discovered to this Tribunal in other modules or will be discovered to the
17 Tribunal in relation to any other module. I think it would be remiss of me to
18 suggest or imply directly or otherwise by innuendo, that I did not believe that
19 I would be paid, but the fact of the matter is that I made that note for my own
15:36:33 20 record, as I said I had not met Mr. White previously, other than the occasion
21 in the Shelbourne, I had put a proposal to him, this is what was agreed between
22 us and I made a note of it.

23 Q. 271 Is there any reason why you couldn't have written to Mr. White in the terms of
24 the letter, or the terms of the note confirming the agreement which you have
15:37:28 25 reached?

26 A. No, there is no reason, straightforward answer. There is no reason why I
27 wouldn't have done that and as been evidence in the module that we have just
28 closed, there were agreements arrived at between the parties and correspondence
29 ensued, that was not the type of relationship with Mr. White.

15:37:48 30 Q. 272 That document that is the document on screen, I think one further document at

- 15:37:55 1 294 which appears to be an architectural report of a drawing schedule, seems to
2 have survived in your offices and were available for discovery to the Tribunal
3 in relation to this module, isn't that right?
- 4 A. That's correct and that is my writing of Mr. White's name on the document.
- 15:38:12 5 Q. 273 Yes at 294. What other documents would you have in existence in 1990
6 concerning this contract?
- 7 A. Well Mr. White may well have given me a copy of some of the maps that we saw in
8 the opening statement which you opened, or showed some such maps to me
9 identifying the location of the lands. If he ever gave me any of those maps
10 they are not extant as far as I am concerned in the files of my office, but
11 there is no doubt that Mr. White did show me at certain stages, the relevant
12 maps, because even if he didn't I would have asked him where are these lands
13 and what do you have in mind.
- 14 Q. 274 Yes. What I am getting at Mr. Dunlop is that these documents seem to be the
15 only documents that survived whatever culling system existed within Frank
16 Dunlop and Associates?
- 17 A. Well I don't know -- I don't understand what you mean by culling system in the
18 context, these are the only documents I have or had.
- 19 Q. 275 Yes.
- 15:39:18 20 A. In the course of the discovery process in relation to it, if there were others
21 I would have provided them.
- 22 Q. 276 I understand. Now, in that paragraph if we can go back to 787 you say that
23 Mr. White provided me with various documents mainly relating to architectural
24 submissions regarding the Duff Lands which he believed would be of assistance
15:39:42 25 to me in my lobbying of councillors?
- 26 A. Yes.
- 27 Q. 277 That seems to imply that the agreement reached between you was slightly
28 different to the one you described earlier namely that your function was to
29 lobby councillor not to keep Cyril Gallagher on line or on side?
- 15:39:57 30 A. Yes, well you see again for context, GV obviously, sorry I beg your pardon, I

15:40:04 1 should not say that that's an implication that I don't have evidence to
2 sustain. But Mr. White and GV Wright obviously had a number of conversations
3 in relation to this matter, GV himself told me of the importance of having
4 Cyril Gallagher on side and if Cyril Gallagher was on side well then the system
15:40:25 5 would fall into place, the Fianna Fail vote would fall into place. It would
6 not be necessary if two people in the status in the council of Cyril Gallagher
7 and GV Wright at a meeting prior to a council meeting said we are going to, we
8 are for this.

9
15:40:41 10 But to go back to the point that you made in a relation to the provision of the
11 documents, that these documents obviously would be given to me in any event in
12 case anybody asked me about it or it became known that I was actually acting on
13 behalf of Mr. White or Nosaka, as it transpired as I have said to you
14 initially, I have no recollection of doing anything of the nature of an
15:41:06 15 extensive lobbying campaign in relation to this project because Mr. White and
16 GV Wright seemed to have done most of it themselves.

17 Q. 278 Now, Mr. White seems to have accepted your proposal in relation to the fee
18 structure save that he reduced your success fee to 4,000 from 5,000?

19 A. Yes.

15:41:34 20 Q. 279 And it was to be paid in cash was that his suggestion that it be paid in cash
21 or yours?

22 A. No, that was his suggestion.

23 Q. 280 And did you agree to that?

24 A. I did.

15:41:42 25 Q. 281 Then you say at 787 you go on to say that "Sometime later I received a
26 telephone call from Mr. White and we arranged to meet on the 7th August 1990"
27 if I could have 507 please? And we see there a 4.30 meeting for Robert White,
28 isn't that correct?

29 A. Yes.

15:42:04 30 Q. 282 "At this meeting which took place in the Shelbourne Hotel, Mr. White said that

15:42:09 1 he would prefer and he presumed I would also to pay me in cash. I agreed. He
2 said he would pay me an initial 5,000 in cash and that the remainder within
3 three months again I agreed."
4

15:42:20 5 Now just in relation to that, are you saying that Mr. White in the Shelbourne
6 agreed to revise further the agreement between you to the extent that you would
7 be paid 15,000 but paid in cash?

8 A. Yes. No, what he said was that he would prefer and presumed that I would
9 prefer, that he would pay me in cash and he said he would pay me an initial
15:42:48 10 5,000 cash and the remainder within three months.

11 Q. 283 But was the remainder to be 10,000 plus the success fee of 4,000?

12 A. 4,000. That is my understanding.

13 Q. 284 Yes. So the 19,000 that was agreed to be paid assuming the project had been
14 successful was by way of cash, with an initial up front payment of 5,000 in
15:43:08 15 cash?

16 A. Correct.

17 Q. 285 And you agreed to that?

18 A. Yes.

19 Q. 286 Did he tell you why it suited him or he would prefer to pay you in cash?

15:43:15 20 A. I didn't ask him and I readily agreed.

21 Q. 287 And was this done in a public environment of the Shelbourne Hotel?

22 A. It was in the, as you enter the lobby of the Shelbourne, well you can't because
23 its closed, but if you he wanted the lobby of the Shelbourne you turn right,
24 you go into what I understand is the lounge or the tea room or whatever it is,
15:43:41 25 if you walk to the far corner and take the seat nearest the window in the
26 corner, that's where it took place.

27 Q. 288 And was that where you met Mr. Wright (sic) on the previous occasion?

28 A. In the same, I am not saying in the exactly the same position. But the only
29 time I ever met Mr. White for completeness on this issue, is either in the
15:44:04 30 Shelbourne, in his offices in the North Circular Road, I have no recollection

15:44:10 1 of Mr. White ever coming to my office, I have no recollection of ever meeting
2 Mr. White in the Dail and I did meet Mr. White at a social function in
3 Kilmainham Hospital.

4 Q. 289 I see. Now, you go on in your statement at 788 to say that "Mr. White and I
15:44:27 5 met again in the Shelbourne on the 10th August 1990" if we can have 507 again
6 please.

7
8 "At this meeting he gave me an envelope he said he would hope contain 5,000
9 cash but which contained only 3,000 cash. He said he would give me the
15:44:44 10 remainder shortly, he did so in the same location on Wednesday the 15th of
11 August when he provided me with an envelope containing 2,000 pounds in cash."

12
13 Now, if we look at 507 we see your meeting as you describe it on the 7th August
14 and we see a further entry on the 10th August and there is no time for that
15:44:58 15 entry, isn't that right?

16 A. Yes.

17 Q. 290 So, are you saying that you again met by appointment Mr. Wright (sic) in the
18 Shelbourne on the 10th?

19 A. That is my recollection.

15:45:11 20 Q. 291 And you say that he gave you an envelope, did he know that the envelope only
21 contained three as opposed to five or did that become apparent after you had?

22 A. No, no that he had hoped would contain five but which contained only three. He
23 said he had hoped would contain five but only contained three.

24
15:45:32 25 MR. KENNEDY: Chairman, just for the sake of good order Mr. Quinn referred a
26 number of times Mr. Wright, I know he means Mr. White, so if we can get it
27 right now, Chairman.

28

29 CHAIRMAN: We'll keep an eye on it.

15:45:49 30

- 15:45:49 1 Q. 292 MR. QUINN: You wrote in your diary "3:R White", isn't that right?
- 2 A. Yes.
- 3 Q. 293 What did you intend to convey by that?
- 4 A. That's 3,000.
- 15:45:58 5 Q. 294 Why did you write that into the diary?
- 6 A. Because that's what he paid me.
- 7 Q. 295 We will come in a moment to deal with when he pays you the additional two,
8 isn't that right? There is no reference to "2:R White", isn't that right?
- 9 A. Correct.
- 15:46:13 10 Q. 296 So why did you put in the three on the 10th August?
- 11 A. Well I think this is following a pattern in relation to the note that I made at
12 the meeting with Mr. White in the first instance. I just, I made the record
13 there, the fact that the two doesn't appear must mean that I was satisfied that
14 I had got the five that was agreed.
- 15:46:36 15 Q. 297 If we could have document 508 please? We see the meeting on that, on 4 pm on
16 the 15th, where you say you received the remaining two, isn't that right?
- 17 A. Yes.
- 18 Q. 298 You don't put in a note that there was two outstanding. The three doesn't
19 necessarily refer to pounds its not figures?
- 15:46:57 20 A. No, there is -- it has no monetary sign attached to it.
- 21 Q. 299 Mr. White may not necessity know that you had written this in your diary?
- 22 A. Oh I doubt if he does. Well he does now.
- 23 Q. 300 Well yes. Did you ever raise an invoice on Mr. White in relation to this
24 project?
- 15:47:19 25 A. If I did I, we haven't discovered any such invoice, I don't recollect doing so
26 and I don't think the circumstances in relation to the relationship were such
27 that an invoice would be raised. Now, I am open to correction in relation to
28 the discovery of any invoice or payments by cheques or whatever, but to my
29 recollection the answer is no.
- 15:47:55 30 Q. 301 You go on to say that, at 788 "Thereafter I met Mr. White on approximately 12

15:48:01 1 other occasions between the August 16th 1990 and 14th of December 1991". These
2 are all referred to in your diary, briefly if I may just highlight them.
3
4 If we can have 509 that's a meeting it would appear with Mr. White on the 21st
15:48:19 5 of August 1990, isn't that right? You see it there?
6 A. Yes.
7 Q. 302 1 to 3, that's a two hour meeting, is that right?
8 A. On the 21st August.
9 Q. 303 That's right "Robert White" and "TPH" is deleted underneath that "1-3" is that
15:48:42 10 a two hour meeting?
11 A. I'm not so sure that there was ever a two hour meeting with Mr. White.
12 Q. 304 Can you recollect what that meeting was in connection with?
13 A. I can't say to you that obviously the, Mr. White is superimposed on a
14 cancellation there "TPH lunch" I think that's the word underneath, I cannot say
15:49:14 15 to you that I had lunch with Mr. White, if I did maybe Mr. White can elaborate,
16 but if I did, I don't recollect it.
17 Q. 305 Yes. Can I just maybe just for clarity and completeness, did you have at this
18 time any other meetings with a Robert White other than the Mr. White we are
19 talking about?
15:49:32 20 A. I don't know any other Robert White.
21 Q. 306 Now, that's the 21st of August and I think again on the 7th of September if we
22 could have 510, there is a 9.45 reference to Robert W, is that a reference to
23 Mr. White?
24 A. Yes.
15:49:47 25 Q. 307 Again on the 18th September, 1990 at 511 there appears to be a "13.15 Robert
26 White", do you see that, you had a meeting at 12 which appears to have been
27 cancelled?
28 A. Correct.
29 Q. 308 Is that correct?
15:50:03 30 A. That's correct.

- 15:50:04 1 Q. 309 And you met him the next day on the 19th at "3.45 R White", is that correct?
- 2 A. Correct.
- 3 Q. 310 And then on the 27th September if we can have 512 you appear to have an 8
- 4 o'clock meeting "R W/Residents" on the 27th September, do you see that bottom
- 15:50:24 5 land hand corner?
- 6 A. Yes, correct.
- 7 Q. 311 And then I think in 1991 there is --
- 8 A. May I draw your attention Mr. Quinn before you leave that.
- 9 Q. 312 Yes.
- 15:50:31 10 A. If you notice on Thursday 27th September there is a 12 o'clock meeting with
- 11 "GV/Rob W".
- 12 Q. 313 Yes, sorry is that a meeting that took place between Mr. White and Mr. GV on
- 13 that date?
- 14 A. Yes. The reason I draw your attention to that particular entry is that while
- 15:50:51 15 it is there in my diary, I don't ever recollect meeting GV and Robert White
- 16 together. It is possible, but I don't actually have a recollection of meeting
- 17 them both together. I met them in relation to this particular proposal
- 18 individually, but I cannot say to you that I met them together.
- 19
- 15:51:19 20 Now, in the context of the entry in the diary for 8 o'clock, "RW Residents", it
- 21 is conceivable, but I have nothing to sustain this claim, it is conceivable
- 22 that that was a meeting in relation to the meeting later on that day.
- 23 Q. 314 A meeting that night with some residents association, is that correct?
- 24 A. Yes.
- 15:51:43 25 Q. 315 Mr. Wright has a recollection of a meeting in the Dail?
- 26 A. As I said to you some moments ago, I have no recollection -- obviously I met GV
- 27 Wright many times in the Dail and I may have met Robert White casually in the
- 28 Dail, I do not recollect any organised meeting in the Dail with either GV or
- 29 Robert.
- 15:52:03 30 Q. 316 We know that by September 1990 the planning application itself had been lodged,

15:52:10 1 isn't that right?

2 A. I think it was lodged in August.

3 Q. 317 In August.

4 A. Yeah.

15:52:14 5 Q. 318 Now, I think if we move into 1991 if we can have 528 please. On the 6th March
6 1991 you have a 10 o'clock meeting "R White/Shelbourne", is that correct?

7 A. What date did you say.

8 Q. 319 528, top right corner?

9 A. 10 o'clock "Robert White/Shelbourne", yes.

15:52:33 10 Q. 320 And this may or may not relate to Mr. White, at 532, 25th March at 11 o'clock
11 there is a "Robert/" Do you see that reference if it doesn't refer to
12 Mr. White?

13 A. No. Mr. Quinn they are two completely different people.

14 Q. 321 Okay. On the 24th October, 559 of 1991 there is a 3 o'clock meeting "Robert
15:52:58 15 White", do you see that?

16 A. Yes.

17 Q. 322 And 22nd November at 560 there is a "5.45 Robert White".

18 A. Yes.

19 Q. 323 Now, we know that the motion in relation to this matter which had been voted
15:53:18 20 upon in April 1991, had been proposed by Ms. Devitt, isn't that right?

21 A. Correct, yes.

22 Q. 324 Did you have any reason to contact Ms. Devitt in relation to this matter?

23 A. No. As I said to you some moments ago, I don't recollect talking to anybody
24 other than GV Wright and Cyril Gallagher in relation to this motion. It is
15:53:40 25 quite conceivable that people knew, via Robert White and/or GV and Cyril
26 Gallagher that I was acting in some capacity and they may well have approached
27 me or asked me about it, but I certainly had no contact with councillors in the
28 context of getting a motion signed or getting an application in or whatever.

29 Q. 325 The reason I asked you there is you can see at 560 an earlier 4 o'clock meeting
15:54:09 30 with Ms. Devitt, isn't that right?

- 15:54:10 1 A. Yes.
- 2 Q. 326 But you say that's in relation to something entirely different?
- 3 A. I think there is a curious element about that because there are two meetings
- 4 for the same time with two different people.
- 15:54:19 5 Q. 327 Yes. If we can have 563 please, this is the 29th of November there appears to
- 6 be a 12 o'clock meeting with Mr. Robert White?
- 7 A. Yes.
- 8 Q. 328 And on the 7th of December and I think you referred to it earlier in evidence
- 9 at 565, I think there is a reference to Robert "White dinner Kilmainham
- 15:54:41 10 Hospital".
- 11 A. Correct, yes.
- 12 Q. 329 And then finally on the 14th of December at 566, there is a "12 noon meeting
- 13 Robert W" is that a meeting with Mr. White?
- 14 A. Correct.
- 15:54:54 15 Q. 330 That appears from your diary to be the last entry for any meetings between you
- 16 and Mr. White?
- 17 A. Yes.
- 18 Q. 331 Now if I could return to your statement then at 788 you say that.
- 19
- 15:55:06 20 "Some time after my first meeting with Mr. White I spoke to both GV Wright and
- 21 Cyril Gallagher. GV Wright evinced confidence that the proposal would be
- 22 acceptable to the planners but said that the lands lay in Cyril Gallagher's
- 23 electoral area and that unless Cyril Gallagher was in favour none of the other
- 24 Fianna Fail member would support it. I spoke to Cyril Gallagher about the
- 15:55:28 25 proposal and he was enthusiastic, while being dubious about the planner's
- 26 agreement. He also said that Mr. White was too ambitious with regard to
- 27 timing. He believed it would take much longer than Mr. White anticipated and a
- 28 lot of support would be needed from others.
- 29
- 15:55:42 30 Cyril Gallagher asked me for money for his support. I said that I understood,

15:55:48 1 perhaps wrongly, that Mr. White had already spoken to him, that is to Cyril
2 Gallagher and that whatever arrangement had been arrived at between them would
3 cover his, Cyril Gallagher's involvement and support. Cyril Gallagher said
4 that he had indeed spoken to Mr. White but that no arrangement had been arrived
15:56:02 5 at. He said Mr. White had been in contact with him to let him know that I was
6 involved.
7
8 I paid 2,000 pounds to Cyril Gallagher shortly after this meeting at one of our
9 regular lunches in the Grand Hotel, Malahide, County Dublin. I collected Cyril
15:56:17 10 Gallagher from his home, drove him to the hotel and drove him home afterwards.
11 The money was specifically for his support for the Duff Lands site proposed by
12 Mr. White/Nosaka."
13
14 Now, if I could just deal with that for a moment, if I may, Mr. Dunlop, you say
15:56:34 15 that some time after your meeting with Mr. White you met both Mr. Gallagher and
16 Mr. Wright, isn't that correct?
17 A. That's correct yes.
18 Q. 332 And the payment to Mr. Gallagher occurred at the first meeting?
19 A. Yes.
15:56:45 20 Q. 333 And that meeting was shortly after the first meeting with Mr. White?
21 A. Correct.
22 Q. 334 And we know that that first meeting --
23 A. Sorry not after the first meeting with Mr. White, after the meeting -- after
24 the meeting that I had with Mr. White when I was in receipt of money.
15:57:06 25 Q. 335 Okay that's not readily apparent?
26 A. I accept that, yes.
27 Q. 336 Your first meeting with Mr. White was the 30th of May 1990?
28 A. Of May, yes.
29 Q. 337 And I think your agreement with him was on the 25th July 1990?
15:57:20 30 A. Correct.

- 15:57:20 1 Q. 338 And your revised agreement was some time in early August, isn't that right?
- 2 A. Yes.
- 3 Q. 339 So just to try and get a fix on the date so to speak, your revised agreement
- 4 was on the 7th August and your first payment was on the 10th and the second
- 15:57:36 5 payment was on the 15th August?
- 6 A. Yes.
- 7 Q. 340 So, when in relation to those dates do you say you first met with
- 8 Mr. Gallagher?
- 9 A. Well, when I first met with Mr. Gallagher, yes, I see the point you are making.
- 15:58:05 10 Yes, I cannot absolutely say to you that I was not in contact with
- 11 Mr. Gallagher after the first meeting with Mr. White.
- 12 Q. 341 You see the point I am coming to, Mr. Dunlop, that you probably had made the
- 13 payment before you received?
- 14 A. No, no, I readily see the point yeah. I cannot say to you I would not have
- 15:58:27 15 been in contact with him in some form or other, but certainly I would not have
- 16 made the payment to him prior to being, to receiving the money from Mr. White.
- 17 Q. 342 Its coming up to four o'clock sir.
- 18
- 19 CHAIRMAN: All right we can adjourn. We'll sit tomorrow at half past ten.

15:58:44 20

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THE TRIBUNAL THEN ADJOURNED TO THE FOLLOWING DAY.

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THURSDAY 16TH MARCH 2006 AT 10.30 AM.

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