

09:53:26 1 **THE TRIBUNAL RESUMED AS FOLLOWS ON THURSDAY,**

2 **24TH JANUARY 2008, AT 10:00 A.M:**

3

4 CHAIRMAN: Good morning, Ms. Dillon.

10:09:58 5

6 MS. DILLON: Good morning, Sir. The first witness this morning is Mr. John

7 Ahern.

8

9 Mr. John Ahern, please.

10:10:05 10

11 **MR. JOHN AHERN HAVING BEEN SWORN, WAS QUESTIONED BY**

12 **MS. DILLON AS FOLLOWS:**

13

14 CHAIRMAN: Good morning, Mr. Ahern.

10:10:42 15 A. Good morning.

16

17 Q. 1 MS. DILLON: Good morning, Mr. Ahern. You are presently, I think retired from
18 Allied Irish Bank, isn't that correct?

19 A. That is right.

10:10:50 20 Q. 2 And I think that you retired in 1999.

21 A. Yeah, 29th of February 1999.

22 Q. 3 And for the preceding number of years, I think you had been the bank manager
23 who had dealt with Mr. Frank Dunlop and Mr. Frank Dunlop's bank accounts at
24 Allied Irish Bank at College Street in Dublin, is that right?

10:11:06 25 A. Yes.

26 Q. 4 Right. Now, can you remember approximately when it was that you first became
27 aware of Mr. Dunlop as a customer and the circumstances in which you became
28 aware of that?

29 A. My recall is that I first became acquainted with Mr. Dunlop in 1985, and he, on
10:11:24 30 the introduction of Judge Hugh O'Flaherty, and that's when the banker customer

- 10:11:33 1 relationship started with Mr. Dunlop.
- 2 Q. 5 And would it be fair to say, Mr. Ahern, that in the early years between 1985
- 3 and 1990 let us say, that the accounts that were operated by Mr. Dunlop at
- 4 Allied Irish Bank were the normal, either personal or business accounts?
- 10:11:55 5 A. Initially my recall is they were personal accounts.
- 6 Q. 6 Uh-huh.
- 7 A. And he, I think in 1986 he, Mr. Dunlop took a three -- well a three year
- 8 sabbatical from the public service and in that three year period he worked with
- 9 Murray Consultants.
- 10:12:23 10 Q. 7 And thereafter Mr. Dunlop set up his own public relations company.
- 11 A. At the end of the three year sabbatical, Mr. Dunlop had to decide whether he
- 12 was going back into the public service or not but he took the decision he
- 13 wasn't going back and he set up his own public relations business.
- 14 Q. 8 And that was under the style of Frank Dunlop & Associates, isn't that right?
- 10:12:44 15 A. Yeah, Dunlop & Associates.
- 16 Q. 9 And the accounts of Frank Dunlop & Associates in the name of Frank Dunlop &
- 17 Associates were held at Allied Irish Bank at 5 College Street, is that right?
- 18 A. Yes.
- 19 Q. 10 At that point in time, Mr. Ahern, in 1989/1990, what was your position within
- 10:13:00 20 the bank?
- 21 A. I was deputy manager at AIB, 5 College Street.
- 22 Q. 11 And did you remain on as deputy manager or manager at College Street until you
- 23 retired?
- 24 A. I did, yeah. The deputy manager name disappeared and I would be referred to as
- 10:13:17 25 manager. I wasn't the manager of 5 AIB, College Street, I was a manager in
- 26 5 -- AIB, College Street.
- 27 Q. 12 But you were the person who had contact with Mr. Dunlop and you were the person
- 28 who in effect were in charge of Mr. Dunlop's accounts, isn't that right?
- 29 A. Yes.
- 10:13:36 30 Q. 13 And it was with you that Mr. Dunlop had his dealings in the bank, isn't that

10:13:39 1 the position?

2 A. Pardon.

3 Q. 14 It was with you that Mr. Dunlop had his dealings?

4 A. Oh, yes, yes, yes. It was with me. I was his, he had the banker customer

10:13:49 5 relationship with me.

6 Q. 15 With you. And apart from having to attend at tellers on the odd occasion or

7 matters such as that, in the main Mr. Dunlop dealt with you, isn't that right?

8 A. He would have -- I presume he would have largely dealt with me but Mr. Dunlop

9 got to know various members of the -- and he may well have had business

10:14:12 10 transactions that I wouldn't have been aware of in the normal course of

11 business.

12 Q. 16 When did you first become aware, Mr. Ahern, of a company called Shefran

13 Limited?

14 A. I arranged the opening of that account on behalf of Mr. Dunlop.

10:14:34 15 Q. 17 Yes. That wasn't the question that I asked you. That account was opened in

16 1992, isn't that right, Mr. Ahern?

17 A. Yeah, according to the records that is the date.

18 Q. 18 Yes. Prior to the opening of the Shefran account in 1992, when did you become

19 aware of the existence of a company called Shefran?

10:14:53 20 A. I only became aware of the company called Shefran when I was asked, when there

21 was a request to have an account opened in that name.

22 Q. 19 Right. Did you ever prior to 1992, cash cheques for Mr. Dunlop made out to a

23 company called Shefran?

24 A. I would. I would have facilitated Mr. Dunlop with cash, with encashment

10:15:19 25 facilities on cheques payable to Shefran.

26 Q. 20 Right. And would you have facilitated Mr. Dunlop with the cashing of cheques

27 made out to Shefran prior to opening any bank account in Allied Irish Bank in

28 the name of Shefran?

29 A. As I said I would have facilitated Mr. Dunlop with cheques payable to Shefran

10:15:38 30 Limited. If you are asking me for the time thing on it as regards dates.

- 10:15:50 1 Q. 21 Well perhaps it would be easier then, Mr. Ahern, in fairness to yourself, if I
2 take you through the documents and the various payments and see would that
3 assist. If I could show you first of all 14785?
4 A. Right.
- 10:15:55 5 Q. 22 This is a document, Mr. Ahern, provided to the Tribunal by National Toll Roads
6 and Westlink Toll Bridge in relation to payments that it says that it made to
7 Mr. Frank Dunlop. And I want to draw to your attention in the first instance,
8 in the second table you will see there on the 1st of August 1990 --
9 A. Yeah.
- 10:16:16 10 Q. 23 -- there was a cheque made payable to Shefran Jersey Limited in the sum of
11 20,000 pounds, which according to National Toll Roads cheques was presented at
12 Allied Irish Bank, College Street, do you see that?
13 A. I do, yeah.
- 14 Q. 24 Right. According to the evidence of Mr. Dunlop, he says that he cashed these
10:16:34 15 cheques with you and took the cash away.
16 A. I cannot recall the specific cheque.
- 17 Q. 25 So if we look I think at the cheque for 1990, and I think that cheque is dated
18 the 1st of August 1990, and if we look at 21205 you will see on this quite poor
19 photostat, that the cheque is a cheque made out to Shefran, do you see that,
10:17:06 20 Mr. Ahern?
21 A. I do, yeah.
- 22 Q. 26 And you will see on the reverse of it, it's endorsed Barry McCarthy, Shefran
23 Limited, do you see that?
24 A. Yeah.
- 10:17:13 25 Q. 27 And according to the records of National Toll Roads, that cheque was presented
26 and cashed at College Street.
27 A. Yeah.
- 28 Q. 28 Would you accept therefore, that it's likely that in August of 1990, you cashed
29 that cheque made out to Shefran for Mr. Dunlop in the sum of 20,000 pounds?
10:17:30 30 A. I can't recall specifically but I am intrigued by the endorsement. The name

10:17:40 1 McCarthy doesn't mean -- I don't have any recall of the McCarthy connection and
2 it would appear to me while it's the Barry McCarthy Shefran Limited, that
3 endorsement as such would appear to be Mr. Dunlop's writing.

4 Q. 29 Yes. But what I had asked you, Mr. Ahern, was in view the information provided
10:18:03 5 to the Tribunal by National Toll Roads, that that cheque was presented for
6 payment and cashed at Allied Irish Bank. Do you accept that it is likely that
7 you were the person who cashed that cheque for Mr. Dunlop?

8 A. It is likely in the sense that I did facilitate Mr. Dunlop with encashment
9 facilities along those lines.

10:18:23 10 Q. 30 And if we look at 14785 again, Mr. Ahern, and this is, if we look at the very
11 first entry on the first column.

12 A. Can I --

13 Q. 31 Yes.

14 A. -- stop you for a moment now. You are showing me a lot of cheques here. I am
10:18:40 15 saying I facilitated Mr. Dunlop with encashment facilities. I cannot for the
16 life of me remember at this stage who the payees were. I did facilitate him.
17 Now, there are names that strike me, some of the cheques I did cash for him
18 were cheques drawn for example Barkhill was a cheque; Riga was a cheque I can
19 actually categorically say I cashed for him. But putting all of these up and
10:19:10 20 asking me can I remember. Now I may well indeed but I can't remember did I
21 cash that particular cheque or that particular cheque or that particular
22 cheque.

23 Q. 32 Yes. What I want to ask you about this schedule of payments, Mr. Ahern, is
24 looking at the other payees that are on the cheque. I'm not talking to now
10:19:28 25 about who drew the cheque.

26 A. Uh-huh.

27 Q. 33 I'm talking to but in whose name the cheque was drawn, do you understand?

28 A. The payee.

29 Q. 34 Yes, the payee. That's what I had been asking you about. You remember I had
10:19:38 30 asked you when you first became aware of Shefran and you said it was when you

10:19:43 1 opened the account for Shefran in 1992? Do you remember that answer?

2 A. Yes.

3 Q. 35 In the light of that answer, now what I am showing you are cheques drawn in
4 favour of Shefran which was presented in your bank two years in advance of the
10:19:53 5 account of Shefran being opened, do you understand?

6 A. Yeah.

7 Q. 36 Right. So if we just go through the document then, Mr. Ahern, and you will see
8 that the second payment that is outlined on the document is dated the 9th of
9 February 1990, and the payee of the cheque was B McCarthy & Associates, do you
10:20:09 10 see that?

11 A. Yeah.

12 Q. 37 And the payee according to the cheque was Barry McCarthy and it is cashed at
13 AIB, College Street?

14 A. Yeah.

10:20:17 15 Q. 38 Right. Now, that was a cheque to Mr. Dunlop under the name of Barry McCarthy &
16 Associates. Do you accept that it's likely you facilitated Mr. Dunlop by
17 cashing that cheque for him?

18 A. Oh, it is. It is likely. It's possible that I did, yeah. It's likely.

19 Q. 39 And indeed with the next cheque which is dated the 9th of November 1990, which
10:20:41 20 is made out to cash which is also presented and cashed at AIB, College Street
21 and which was a cheque to Mr. Dunlop. Do you accept that it's likely that you
22 cashed and paid that cheque?

23 A. It's likely.

24 Q. 40 Yes. And if you move to the next column you will see the first cheque is
10:20:52 25 cheque to B McCarthy & Associates and that it's endorsed by McCarthy but again
26 it's cashed and presented at College Street and that it's likely you cashed
27 that cheque for Mr. Dunlop?

28 A. Yeah, as I've already said --

29 Q. 41 Yeah.

10:21:06 30 A. -- it's quite possible I cashed all of these cheques for him.

- 10:21:09 1 Q. 42 Yes.
- 2 A. If you are asking me. Like, there would have been occasions that Mr. Dunlop
3 may have gone to another member of staff and got encashment facilities against
4 the background of how highly regarded he was at that time.
- 10:21:25 5 Q. 43 Do you think that it's likely, Mr. Ahern, that Mr. Dunlop would have been able
6 to cash a cheque for 60,000 pounds or 20,000 pounds in the bank with anybody
7 other than yourself?
- 8 A. Well I don't believe so, yeah.
- 9 Q. 44 I just draw to your attention then just looking at the cheque that we were
10:21:43 10 talking about. The value of the cheque is 20,000 pounds. The value of the
11 next cheque which is dated 1st of August 1990, is 20,000 pounds, and the value
12 of the third cheque which is dated 10th of October 1990, is 60,000 pounds and I
13 want to suggest to you, Mr. Ahern, it's unlikely Mr. Dunlop could have been
14 facilitated by anybody else within the bank to cash those cheques in those
10:22:03 15 amounts unless it was yourself?
- 16 A. Yeah, in terms of amounts, I would agree with you. I just in terms of my
17 powers of recall at this stage, I can't recall the name Barry McCarthy &
18 Associates ever coming up. I just can't recall it as such and that's all I can
19 help you with.
- 10:22:30 20 Q. 45 Yes. If you accept, Mr. Ahern, that you must have cashed the cheques made out
21 to Barry McCarthy & Associates for Mr. Dunlop, do you accept that?
- 22 A. It's likely.
- 23 Q. 46 Yes. I would like you to explain to the Tribunal the circumstances in which
24 you became to an arrangement with Mr. Dunlop in either 1989 or 1990, where you
10:22:51 25 agreed to cash third party cheques for Mr. Dunlop?
- 26 A. It's -- if I put it this way. A banker customer relationship I had with Mr.
27 Dunlop, having knowing him to be highly regarded and knowing his, where he came
28 from and how well he was connected businesswise and he was regarded I think
29 it's fair to say he would be regarded as a highly influential businessman even
10:23:39 30 in those days. And I had never any concern as to whether if there was any

10:23:46 1 problem in terms of recourse, I had never any problem in that. The worst that
2 could happen to me is that the cheques or the items came back unpaid. That was
3 the worst that could happen to me and at that stage I'd never any concern at
4 that stage with Mr. Dunlop that the thing would have been sorted out.

10:24:08 5 Q. 47 So you were happy to cash these cheques for Mr. Dunlop because you trusted
6 Mr. Dunlop, if I understand you correctly?
7 A. I wouldn't have done it otherwise.

8 Q. 48 But you are accepting, Mr. Ahern, that independently of Shefran or cheques made
9 out to Shefran that you had in 1989 and 1990, already embarked on a
10:24:28 10 relationship with Mr. Dunlop where he presented cheques to you made out to
11 persons other than himself or his company and you cashed those cheques for him?
12 A. Well obviously I did.

13 Q. 49 Yes.
14 A. As put up on the screen because I had connection in College Street obviously.

10:24:42 15 Q. 50 Yes.
16 A. Don't deny that for a moment.

17 Q. 51 Right. So the relationship that you had with Mr. Dunlop before Mr. Dunlop got
18 involved with Barkhill or Riga was that you already had a history with Mr.
19 Dunlop of facilitating him and cashing cheques made out to persons other than
10:24:58 20 Mr. Dunlop for Mr. Dunlop's benefit, is that right?
21 A. Well obviously there would have been payees. Now, to the best of my recall I
22 would have always asked Mr. Dunlop to endorse the back of the cheque.

23 Q. 52 Yes but other than that, Mr. Ahern, I think you're agreeing me with me that
24 the position was that prior to the introduction of Riga or Barkhill, you
10:25:24 25 already had a relationship with Mr. Dunlop where you facilitated by him cashing
26 cheques that were made out not to Mr. Dunlop and not to Mr. Dunlop's company
27 but to third parties and you --
28 A. Obviously if they were cashed in College Street, the likelihood is that I would
29 have facilitated that. And can I, may I pose another question at this stage,
10:25:50 30 because I was at a private session and we went through the technicalities of

10:25:50 1 the operations of the account, this that and the other thing. Now, stop me if
2 I'm out of order, but the bottom line here is I facilitated Mr. Dunlop with
3 encashment facilities.

10:26:06 5 Now, what he did with that money I do not know. I now know since the Tribunal
6 started and my narrative that I handed, that was handed in yesterday highlights
7 that. Now, we are talking about transactions here, endorsements, whatever.
8 Now, I don't know what you want out of me but I can tell you here categorically
9 that what he, I had no iota how he used his money at that stage. And had he,
10:26:39 10 had I known as we know now I wouldn't have facilitated him.

11
12 CHAIRMAN: Mr. Ahern.

13
14 MS. DILLON: Sorry.

10:26:51 15
16 CHAIRMAN: While you may have dealt with many of these issues in the course of
17 a private interview with the Tribunal and indeed in your statements which we
18 have. We nevertheless have to take this evidence in public.

19 A. Okay.

10:27:06 20
21 CHAIRMAN: And because it only becomes of relevance to the inquiry in terms of
22 the Tribunal doing a report at the end of the day where it is given in public.

23 A. Okay are all right. I accept that.

10:27:20 25 Q. 53 MS. DILLON: And also I think, Mr. Ahern, from the evidence that you have just
26 given to the Tribunal, I think it must follow that you must have known of the
27 existence of Shefran prior to opening the Shefran account in 1992, because you
28 cashed cheques made out to Shefran, isn't that right

29 A. Yeah, that would seem to be the case, yeah.

10:27:40 30 Q. 54 Yes.

- 10:27:40 1 A. As I said to you early, putting years and dates on it I cannot do that at this
2 stage.
- 3 Q. 55 Now in --
- 4 A. But there could have been a lead into it or what not, yeah.
- 10:27:51 5 Q. 56 In April of 1991, Mr. Ahern, you organised according to Mr. Dunlop the opening
6 of an account at Allied Irish Bank, Rathfarnham Road, Terenure for Mr. Dunlop,
7 is that right?
- 8 A. Yes.
- 9 Q. 57 Right. Now, would you outline to the Tribunal the circumstances in which that
10 account came to be opened?
- 11 A. Again as I said in my narrative statement, I said the account would have been
12 opened at the request of Mr. Dunlop. I didn't advise Mr. Dunlop to open the
13 account in Rathfarnham. He wanted another account and I arranged for the
14 opening of that account. I do not recall at this stage the specific purpose
10:28:09 15 other than I'm sure it would have been business related.
- 16 Q. 58 Right.
- 17 A. Or fee income related or whatever. But all I'm saying is I opened that account
18 at his request. He wanted another account.
- 19 Q. 59 Did he explain to you why he wanted another account?
- 10:28:57 20 A. This is, I cannot recall specifically why he wanted another account. All I'm
21 saying to you is I'm quite sure it was business related in some form or other.
- 22 Q. 60 What Mr. Dunlop has told the Tribunal, Mr. Ahern, and I have to put this to you
23 so you can comment on it. Is that he opened the account in Rathfarnham
24 following discussion with you and you agree with that, isn't that right?
- 10:29:19 25 A. As I've told you, I opened the account at his request.
- 26 Q. 61 Therefore it follows, Mr. Ahern --
- 27 A. And obviously he wanted another account and the other account was opened up in
28 Terenure.
- 29 Q. 62 It follows therefore, Mr. Ahern, that you agree that you must have had a
10:29:36 30 discussion with Mr. Dunlop before the account in Rathfarnham was opened, isn't

- 10:29:39 1 that right?
- 2 A. Oh, he obviously discussed with me he wanted another account. That follows.
- 3 Q. 63 Mr. Ahern, Mr. Dunlop has told the Tribunal that you advised him that Allied
- 4 Irish Bank were able to look after clients who had large sums of money which
- 10:29:55 5 they didn't want to appear in their own account or in their own bank. Do you
- 6 agree with that?
- 7 A. I disagree.
- 8 Q. 64 You disagree with that. Mr. Dunlop also said that you advised him that it
- 9 would not be right or advisable to have large sums of money going through Mr.
- 10:30:09 10 Dunlop's own account in your branch. Do you agree with that?
- 11 A. Disagree.
- 12 Q. 65 You disagree with that. Mr. Dunlop says that he cannot recall the detail of
- 13 the conversation but that he had a meeting with you in the front office of AIB
- 14 College Street and you told him that Mr. Dunlop wouldn't even have to go to the
- 10:30:25 15 branch if Mr. Dunlop wanted money out of the account, that you would organise
- 16 it for him once the account was opened. Do you agree with that?
- 17 A. No, what I probably told them was that the account was opened in Terenure but
- 18 it could be operated from the College Street base.
- 19 Q. 66 And by operated from the College Street base, do you mean, Mr. Ahern, that you
- 10:30:46 20 could have told Mr. Dunlop that he could have lodged the money that was to go
- 21 to Rathfarnham in College Street with you?
- 22 A. He could lodge or withdraw in College Street for credit or debit of Terenure
- 23 account.
- 24 Q. 67 And in fact is that what happened in relation to the operation of the account,
- 10:30:58 25 that funds were lodged in College Street?
- 26 A. Well in hindsight that was what happened but once the account was opened I had
- 27 no reason to monitor the account on an ongoing basis.
- 28 Q. 68 And would it be fair to say that you wouldn't have monitored that account
- 29 because it wasn't an account within your branch?
- 10:31:13 30 A. Well for the reason I said, I had no reason to monitor Mr. Dunlop's accounts

10:31:24 1 per say.

2 Q. 69 Now, you wrote I think at 4896 to Allied Irish Bank in Terenure.

3 A. Yeah.

4 Q. 70 And you sent a customer history card, a joint account mandate form, a bank

10:31:42 5 limit application form and a bankers payment in the sum of 30,668.88 pounds

6 which was the opening lodgement to the account, isn't that right?

7 A. Yeah.

8 Q. 71 Now, and you said the following "Mr. and Mrs. Dunlop are highly respectable and

9 trustworthy parties. Mr. Dunlop is very well got in business circles and

10:32:00 10 operates a very successful public relations business. He trades under Frank

11 Dunlop & Associates Limited which is a highly satisfactory account connection

12 at this branch. A cheque book at this stage is not a reality and a banklink

13 card in the name of Frank Dunlop will suffice".

14

10:32:15 15 I want to ask you about the last sentence, Mr. Ahern. Why about why it was

16 that a cheque book was not a reality on the account?

17 A. For the reason it says, he didn't want a cheque book.

18 Q. 72 And would that only have been because you had discuss it had with Mr. Dunlop

19 and Mr. Dunlop had indicated to you that he didn't want a cheque book?

10:32:35 20 A. Obviously he didn't want a cheque book on the account.

21 Q. 73 Right. And would he have given you any reason at that time as to why he didn't

22 want a cheque book on the account?

23 A. No, other than that it was he was going to handle it on a lodgement or a

24 withdrawal basis either between accounts in College Street or whatever I don't

10:32:53 25 know at this stage.

26 Q. 74 Right. And at that stage did Mr. Dunlop live near Terenure?

27 A. He lived in Rathfarnham at one stage.

28 Q. 75 Was that at at this time?

29 A. Hence his account came to me from the Bank of Ireland, Rathfarnham and I gather

10:33:12 30 that he lived in the Rathfarnham area at one stage.

10:33:14 1 Q. 76 But at this stage is what I'm asking about, which is?
2 A. At the time we're talking about.
3 Q. 77 Which is 1991.
4 A. Yeah, he was living in County Meath.
10:33:22 5 Q. 78 Yes, he wasn't living anywhere near Terenure, isn't that right?
6 A. He was living in County Meath.
7 Q. 79 Right. And the account that you opened for Mr. Dunlop was a current account,
8 isn't that right?
9 A. In Terenure?
10:33:36 10 Q. 80 Yes.
11 A. Yeah, a current account.
12 Q. 81 And were you aware from your discussions with Mr. Dunlop that he expected to be
13 in receipt of substantial funds on an ongoing basis into the future?
14 A. Not, I didn't put it this way, and I'm talking in hindsight I make this. I
10:33:57 15 never for the life of me thought the account was operated for the purpose that
16 now seems to be.
17 Q. 82 I'm not asking you about that, Mr. Ahern, about the purpose of the account.
18 A. No, I didn't know for what purpose he was using it for.
19 Q. 83 Right. The opening lodgement which you transferred was 30,668.88 pounds, isn't
10:34:17 20 that right?
21 A. Yes.
22 Q. 84 And that's what you opened the account with?
23 A. Yeah.
24 Q. 85 In Terenure?
10:34:22 25 A. Yeah.
26 Q. 86 That was a very substantial amount of money, isn't that right?
27 A. Yes.
28 Q. 87 In your discussions with Mr. Dunlop did he tell you that he expected to receive
29 further substantial amounts of money which he wanted to lodge to this account?
10:34:34 30 A. I cannot recall.

- 10:34:36 1 Q. 88 You were the person who would subsequently have handled the lodgements to that
2 account, isn't that right?
- 3 A. Not necessarily.
- 4 Q. 89 Not necessarily. If I show you then the bank statement at 4912. And I want to
10:34:50 5 draw to your attention the bank number, Mr. Ahern, that goes beside each of
6 these transactions. And you will see that each of the transactions bears the
7 reference 933384 I think it is, do you say that?
- 8 A. I do, yes.
- 9 Q. 90 What does that refer to?
- 10:35:09 10 A. That's the College Street's national code number.
- 11 Q. 91 That means does it not, Mr. Ahern, that every single lodgement and withdrawal
12 to this account between the date it was opened on the 9th of April '91 and 21st
13 of August '91, was lodged or withdrawn through College Street?
- 14 A. Yes.
- 10:35:28 15 Q. 92 Right. Isn't it likely therefore that the person to whom Mr. Dunlop would have
16 gone with the 48,400 pounds to lodge was yourself?
- 17 A. If it was a lodgement and there was a cash withdrawal needed the chances were
18 it was, yeah.
- 19 Q. 93 Or indeed --
- 10:35:54 20 A. But now I indeed could have handled all of these. I don't know at this stage.
21 But if it's only a lodgement all you have to do is go to the counter and have
22 it lodged. But I can't recall specific details as to who lodged whether I
23 dealt with them or not.
- 24 Q. 94 But you would accept that they were all done through College Street?
- 10:36:05 25 A. Oh, they were all done through College Street and as I said earlier, Mr. Dunlop
26 was, I would have said to Mr. Dunlop he can operate the account through College
27 Street.
- 28 Q. 95 And Mr. Dunlop has told the Tribunal that in general he dealt with you in
29 College Street?
- 10:36:20 30 A. Oh, in general he would have dealt with me, yeah.

- 10:36:23 1 Q. 96 Certainly in so far as withdrawals were concerned, he dealt with you. But
2 that, if I'm not misunderstanding Mr. Dunlop that he went down to you whether
3 he had lodgements to make or withdrawals to make in relation to the Rathfarnham
4 account, this account. And would you agree with that?
- 10:36:40 5 A. Would you repeat your question there.
- 6 Q. 97 Mr. Dunlop has told the Tribunal that in general he dealt only with you within
7 the bank in College Street and when he wanted to withdraw money from this
8 account he went to you and equally when he wanted to lodge money he went to
9 you. And I'm asking you do you agree with that?
- 10:37:00 10 A. He would, I agree with you that he generally dealt with me. I would agree that
11 I facilitated him with cash facilities. He may well indeed have come to me in
12 relation to the lodgements but he didn't have to.
- 13 Q. 98 If any of those lodgements were connected to the cashing of a cheque for
14 example, he'd have had to go to you to cash the cheque before he could have
15 made the lodgement, isn't that right?
- 10:37:29 16 A. Well the larger cheques would have to have, would have to be cleared you know.
- 17 Q. 99 If we look at 4807, Mr. Ahern, I am not suggesting now that any of the proceeds
18 of this went into the Rathfarnham account you understand?
- 19 A. I do yeah.
- 10:37:49 20 Q. 100 I draw to your attention a cheque on the 16th of May 1991, made out to Shefran?
21 A. Uh-huh.
- 22 Q. 101 You see that. And that cheque you will see is stamped 17th of May 1991 by
23 Allied Irish Bank, do you see that?
- 24 A. Oh.
- 10:38:03 25 Q. 102 The sample stamp in the centre?
26 A. Yes.
- 27 Q. 103 And on the reverse of that at 4808.
28 A. Yeah.
- 29 Q. 104 You will see there is a stamp Allied Irish Bank 5 College Street and Mr.
10:38:14 30 Dunlop's signature, do you see that?

- 10:38:16 1 A. Yeah.
- 2 Q. 105 Would you accept that that cheque was cashed on the 17th of May in Allied Irish
3 Bank in College Street?
- 4 A. I would, yeah.
- 10:38:21 5 Q. 106 And that it's likely that Mr. Dunlop went to you with that cheque made out to
6 Shefran and that you cashed the cheque for him?
- 7 A. Yes.
- 8 Q. 107 All right. Now there was no account open in the bank in the name of Shefran at
9 that stage, isn't that right?
- 10:38:35 10 A. Yes at this stage, yeah.
- 11 Q. 108 This is 1991.
- 12 A. Yeah, yeah. Well that's what the file is saying. I'm talking to you now but
13 yes, I agree on that basis.
- 14 Q. 109 All right. Would that have meant that Mr. Dunlop would have telephoned you in
10:38:50 15 advance, Mr. Ahern, to say that he was coming down with a cheque and the amount
16 of the cheque so that you'd have the cash ready for it?
- 17 A. He certainly would have rung me on occasions in relation to requiring cash
18 facilities. To the best of my recall.
- 19 Q. 110 So that you would have known in advance of Mr. Dunlop it's likely you would
10:39:09 20 have known in advance of Mr. Dunlop presenting himself with this cheque that he
21 was coming down to cash a cheque for 25,000 pounds?
- 22 A. Yes.
- 23 Q. 111 And if I can show you at 4849. Now, this is an invoice of the 2nd of April
24 '91, Mr. Ahern, in the sum of 40,000 pounds and this in fact was paid on the
10:39:33 25 30th of May 1991, but the instrument be it draft or cheque is not available, do
26 you understand?
- 27 A. Uh-huh.
- 28 Q. 112 According to Mr. Dunlop, he believes that it's likely he cashed this cheque if
29 cheque it was or bank draft with you?
- 10:39:52 30 A. It's quite probable he did, yeah.

- 10:39:54 1 Q. 113 Yes. And he believes at 4912, Mr. Dunlop has told the Tribunal that he thinks
2 that it may form part of the lodgement of 80,000 pounds on the 5th of June '91,
3 to the Rathfarnham account. Do you see that?
4 A. I see the 60, is it?
- 10:40:14 5 Q. 114 80,000.
6 A. Oh, 80 I see, yeah.
7 Q. 115 Yes.
8 A. And when was the cheque cashed?
9 Q. 116 The cheque according to the records was dated the 30th of May 1991. The
10:40:27 10 precise date on which it was cashed is not known because the instrument is not
11 available.
12 A. Is the lodgement of the 5th of June a cashment lodgement?
13 Q. 117 According to the Allied Irish Bank records the lodgement on the 5th of June,
14 which I will get for you at the moment is described only as CT, credit transfer
10:40:55 15 origin unknown.
16 A. Are you asking me to relate one to the other.
17 Q. 118 No I'm not asking you to relate one to the other. No I am telling you what Mr.
18 Dunlop has said and I was about to ask you whether you recollect cashing the
19 cheque for 40,000 pounds for Mr. Dunlop?
10:41:05 20 A. It's quite probable I did.
21 Q. 119 Right. And in the absence of bank records, Mr. Ahern, would you be able to
22 assist as to whether you might have done anything else with that 40,000 pounds?
23 Do you understand the point I'm asking you? Do you remember being asked to
24 transfer any?
10:41:21 25 A. Are you now asking me did I handle the 40,000.
26 Q. 120 No. What I'm asking you is -- Well yes I suppose I am. What I am asking you,
27 Mr. Ahern, is whether you have any recollection of taking any of that 40,000
28 pounds together with any other monies Mr. Dunlop might have given to you and
29 transferring it to Rathfarnham?
10:41:44 30 A. To the best of my knowledge and the best of my recall and I will repeat this

10:41:50 1 again. I facilitated Mr. Dunlop with encashment facilities. What he did with
2 the money I do not know. Once he got his cash, that was it. He went off with
3 it.

4 Q. 121 Okay.

10:42:05 5 A. I had nothing.

6 Q. 122 Do you say then, Mr. Ahern, that from your recollection of your business
7 dealings with Mr. Dunlop, that it is unlikely that after you cashed the cheque
8 for 40,000 pounds for Mr. Dunlop that you had any hand, act or part in
9 transferring that sum, a portion of it, or it with any other monies to the
10 Rathfarnham account?

11 A. Not only is it unlikely, I don't recall ever doing it.

12 Q. 123 So is it -- insofar as you have provided these cheque cashing facilities for
13 Mr. Dunlop, it's not your recollection that you ever thereafter did anything
14 with the funds other than giving them to Mr. Dunlop, is that right?

10:42:44 15 A. Cash that was it.

16 Q. 124 Right. The -- if you are correct in that, Mr. Ahern, then it would mean that
17 the 80,000 pounds that's lodged to the Rathfarnham account on the 5th of June,
18 doesn't likely or is not likely to contain any of the 40,000 pounds, do you
19 understand?

10:43:07 20 A. I cannot relate one to the other because I cannot recall. Like if you're
21 asking me to relate the cheque encashment a few days prior to that, I just
22 don't know.

23 Q. 125 But your recollection of cashing cheques for Mr. Dunlop is that you gave him
24 the cash, that's what happened is he came in, gave you a cheque you and you
25 gave him cash?

10:43:30 26 A. I cashed them for him.

27 Q. 126 Right. And would it be fair to say, Mr. Ahern, in view of the size of the
28 amounts that were involved here which were substantial amounts of money, that
29 when you got the telephone call from Mr. Dunlop you'd have arranged the cash in
30 an office somewhere?

10:43:44

- 10:43:46 1 A. I would. For convenience and for security purposes.
- 2 Q. 127 Obviously. That you would have dealt with Mr. Dunlop in your own office or in
3 some other office rather than in the public?
- 4 A. I might have dealt with Mr. Dunlop probably quite a number of times in my own
10:44:00 5 office but there might have been an occasion or two it was done in the off
6 counter cash.
- 7 Q. 128 In general in view of the amounts that were involved say a sum of 40,000 pounds
8 on this occasion a very substantial amount of money. You would have had that
9 ready for Mr. Dunlop when he arrived?
- 10:44:15 10 A. More than likely.
- 11 Q. 129 Right. And if I can show you then at 4994. This is an invoice dated the 1st
12 of May, which is paid according to the records on the 7th of June '91. Page
13 5,000 please. This is a cheque drawn on the second cheque there, Mr. Ahern, is
14 a cheque in the sum of 15,000 pounds in favour of Shefran, drawn on the account
10:44:47 15 of Riga Limited, which is presented at Allied Irish Bank manager's department
16 on the 7th of June '91?
- 17 A. Uh-huh.
- 18 Q. 130 The words "Manager's Department" on the stamp would that mean it's likely in a
19 you dealt with it?
- 10:45:02 20 A. I see that one now. That particular one now with the manager's department on
21 it as such I'm not sure whether I dealt with that particular one, you know.
- 22 Q. 131 The reverse of the cheque is 5001.
- 23 A. Yeah.
- 24 Q. 132 And if that could be just turned upside down. Mr. Dunlop --
- 10:45:30 25 A. Oh, yeah, yeah, yeah. Which? Okay you go ahead.
- 26 Q. 133 No, no, no. The stamp is the stamp of Allied Irish Bank which is now upside
27 down but the signatures Mr. Dunlop thinks is his writing but it's likely that
28 it's his writing. Are the signatures or the names on the reverse of that
29 cheque familiar to you?
- 10:45:53 30 A. The name Kennedy as such isn't. Well I don't recognise. When I say, I can

10:46:14 1 make out a name as such. Kennedy is one. It seems to be Kennedy is one I
2 don't know what the other one is but if you were going to ask me to comment on
3 the signatures as such there would in Mr. Dunlop -- could be Mr. Dunlop's
4 writing, yes.

10:46:33 5
6 JUDGE FAHERTY: Can I ask you?

7 A. There is an element. The way it's done. It wouldn't surprise me if that was
8 Mr. Dunlop's writing.

9
10:46:42 10 JUDGE FAHERTY: Mr. Ahern, can I ask you about that. Earlier there was
11 another cheque I think it was 21205. This was another Shefran cheque I think
12 endorsed by yes, Barry McCarthy there. Do you see that?

13 A. Which one now? Oh, Barry McCarthy yes.

14
10:47:01 15 JUDGE FAHERTY: You dealt with it earlier and Ms. Dillon was asking you about
16 that, Mr. Ahern. And your answer to her was you were intrigued by the
17 endorsement it appears to be Mr. Dunlop's writing.

18 A. I would agree that's Mr. Dunlop's writing.

19
10:47:15 20 JUDGE FAHERTY: You would be very clear about that one I think.

21 A. I would be happy to say that from a visual point of view.

22
23 JUDGE FAHERTY: Were you so intrigued in 1991 by that?

24 A. Was I.

10:47:25 25
26 JUDGE FAHERTY: Would you have been intrigued by that; the fact that it struck
27 you that the writing "Barry McCarthy" was Mr. Dunlop's handwriting in 1991?

28 A. Am I intrigued?

29
10:47:42 30 JUDGE FAHERTY: You said earlier to us that you were intrigued by the

10:47:46 1 signature and you said it appeared to be Mr. Dunlop's writing --

2 A. I can't recall McCarthy ever coming up in discussions or whatever. But what I

3 am saying there is that that endorsement would be, would appear to be Mr.

4 Dunlop's writing.

10:47:59 5

6 JUDGE FAHERTY: I am not worried about who Mr. McCarthy was. It's the fact

7 that you tell us that you accept that that was Mr. Dunlop's handwriting. And I

8 am asking you given that it was, you said to Ms. Dillon it was likely that you

9 were the person who facilitated the encashment of that cheque in 1991.

10:48:21 10 A. Uh-huh.

11

12 JUDGE FAHERTY: Would it have intrigued you at that stage in 1991, that the

13 signature or the endorsement on that cheque appeared to be the writing of Mr.

14 Dunlop, when the name on the back of the cheque was not Mr. Dunlop's?

10:48:37 15 A. From my best recall now when I asked him to endorse cheques, it would be on the

16 basis that he would have signed it Frank Dunlop or F Dunlop or whatever.

17

18 JUDGE FAHERTY: But that cheque is --

19 A. I might have asked him to sign the back of that and didn't follow it through

10:48:53 20 and assumed it was all right, you know. I just like you are asking me why was

21 I not intrigued when he signed it that way.

22

23 JUDGE FAHERTY: I am only saying to you, Mr. Ahern, in fairness. You said

24 earlier this morning that you were intrigued by the endorsement, those were

10:49:09 25 your words.

26 A. Yes, I was intrigued by the endorsement when I said that I was saying it on the

27 basis that I thought that he normally signed them F Dunlop.

28

29 JUDGE FAHERTY: Anybody looking at that it's not Mr. Dunlop, yet you say it's

10:49:22 30 Mr. Dunlop's writing. Did you recognise it and accept it as Mr. Dunlop's

10:49:26 1 writing in 1991, that's what I'm asking you?

2 A. Did I recognise?

3

4 JUDGE FAHERTY: Did you know that the writing on that cheque when it was being

10:49:35 5 encashed in 1991, was Mr. Dunlop's writing?

6 A. You are bringing me back to 1991.

7

8 JUDGE FAHERTY: That's what I'm asking you.

9 A. I don't recall. I have to say no because I don't recall it. But now when it

10:49:47 10 comes up here I can say what I am saying to you that to me is Mr. Dunlop's

11 handwriting.

12

13 JUDGE FAHERTY: Thank you.

14

10:49:55 15 JUDGE KEYS: Mr. Ahern, would I be correct in saying or is it proper banking

16 practice that that would be allowed to arise; that where Mr. Dunlop would come

17 in with a cheque, he would endorse it in the name of somebody else and the

18 cheque would be cashed and he'd walk out the door with 20,000, with 40,000 and

19 we look at the cheque, the last person's name who appears on it is Frank

10:50:22 20 Dunlop. So it can't be traced to him. Surely that's not proper banking

21 practice?

22 A. It can be deemed to be irregular but I facilitated him on the basis --

23

24 JUDGE KEYS: It either is or it isn't?

10:50:41 25 A. Yeah.

26

27 JUDGE KEYS: Now, I am suggesting to you that it is irregular and should not

28 have been allowed to have happened irrespective of whether you are or anybody

29 else in the bank were dealing with it, because Mr. Dunlop, as I understand it,

10:50:56 30 states that in his discussions with you that you had indicated to him that

10:51:07 1 monies could pass through the AIB account without his name being reflected in
2 any of the transactions. Now, he has told the Tribunal that. You say that is
3 not so. Yet we have a situation where we have a cheque passing through the
4 system endorsed by Mr. Dunlop but the name Barry McCarthy is the signature or
10:51:26 5 is the name I should say.

6 A. It's --

7

8 JUDGE KEYS: Sorry.

9 A. Do you want me to answer?

10:51:36 10

11 JUDGE KEYS: Yes certainly.

12 A. It may be deemed to be irregular. And I have no hang up about that. Like, I
13 did facilitate him. I facilitated him for the reasons that I've innumrated
14 and I had no problem doing it. It's irregular in -- like what's the worst that
10:51:55 15 was going to happen to me.

16

17 JUDGE KEYS: Well it's not a question of what's going to happen to you, it's a
18 question of what is right and what is wrong and what bank rules that a bank
19 should comply with. It's as simple as that.

10:52:07 20 A. May I pose a question? Am I here to discuss what I did right or what I did
21 wrong in a technical sense.

22

23 JUDGE KEYS: Mr. Ahern, I put it quite straight to you. Ms. Dillon put it to
24 you that Mr. Dunlop had indicated that he had a conversation with you whereby
10:52:26 25 you as manager of this branch, was going to facilitate him in transactions
26 whereby he could get cash through cheques which his name wouldn't appear on.
27 You said that didn't happen. And now we have a cheque which suggests that it
28 did happen. Now, I am suggesting to you, is there any chance that you are
29 incorrect when you say that conversation didn't take place with Mr. Dunlop?

10:52:50 30 A. You will have to repeat what you said there again.

10:52:53 1 JUDGE KEYS: It was put, Mr. Dunlop told the Tribunal that he had a
2 conversation with you in the bank, that he could cash cheques whereby his name
3 wouldn't appear on the cheque. You said that didn't happen, that you
4 facilitated clients to that effect who had large sums of money. You said that
10:53:16 5 conversation didn't take place.
6
7 Now, I'm suggesting to you that we have on the screen here documentary proof
8 which indicates that such an incident did take place, namely, a cheque in the
9 name of Shefran Limited which was endorsed by Mr. Dunlop but the name own it is
10:53:34 10 Barry McCarthy.
11 A. I stand by my earlier answer to Ms. Dillon. I never realised that he endorsed
12 it accordingly. He may have come in to me. If I handled that particular
13 cheque he may have come in to me and I would have asked him to endorse it. I
14 wouldn't have taken a cheque back from him to see did he endorse it properly.
10:54:00 15 That's come up there and that's my response to that and in response to your
16 earlier question, it is irregular.
17
18 JUDGE KEYS: My understanding is that there is another. There are two cheques
19 certainly endorsed by Barry McCarthy if not more than two. I am subject to
10:54:18 20 correction on that. But at least we have established that it is irregular at
21 least. The only reason I'm putting it to you --
22 A. Yeah, it would be irregular. You do irregular things if you value your client
23 and if you have a high regard for your client. There are exceptional --
24
10:54:33 25 JUDGE KEYS: Surely not if it's contrary to bank rules.
26 A. Well are we. Again I will state with respect, am I being -- am I in here, am I
27 here in the stand in regard to the technical end of --
28
29 JUDGE KEYS: No I am testing your evidence as to whether in fact this
10:54:53 30 conversation took place with Mr. Dunlop, namely, that you would facilitate him

10:54:57 1 by cashing cheques whereby he wouldn't put his name on the cheque. That's what
2 I'm probing.

3 A. Well what you are inferring -- I never --
4

10:55:04 5 JUDGE KEYS: Not inferring. Probing.

6 A. Probing. You are probing as to whether in regard to that kind of, I never, to
7 my recall, had a conversation that I -- that the reason that I was facilitating
8 Mr. Dunlop with encashments was to facilitate him being on, the transaction to
9 be traced.

10:55:31 10

11 JUDGE KEYS: Well do I take it then that what Mr. Dunlop has informed the
12 Tribunal in relation to that aspect, that is totally wrong, he is incorrect on
13 that. That no conversation ever took place whereby you would facilitate or you
14 had facilitated or would facilitate people with large sums of money where they
10:55:50 15 could cash cheques in the bank without the names being clearly put on the back
16 of the cheque. In other words it couldn't be traced back to the individual who
17 is taking the money and walking out the door?

18 A. Sure the accounts highlight all of the transaction. In the encashment thing,
19 I'm sure anything I cashed went through the branch records system in terms of
10:56:18 20 clearance.
21

22 JUDGE KEYS: I see. Thank you very much.
23

24 Q. 134 MS. DILLON: Just on that point, Mr. Ahern. In fairness to yourself, it
10:56:27 25 occurs to me if you look at 14785. Again, and this was the document we dealt
26 with first. I just want you to look for a moment at the second entry there
27 which is the 9th of February 1990, and the cheque is a cheque made out to B
28 McCarthy & Associates, do you see that?

29 A. I see it, yeah.

10:56:46 30 Q. 135 The payee is Barry McCarthy and the endorsement is a Barry McCarthy, do you see

10:56:51 1 that?

2 A. Yeah.

3 Q. 136 Now there is a poor copy of that cheque at 15399, which is a cheque for 20,000

4 pounds and if we just highlight the first part of the cheque and you will just

10:57:02 5 make out the word "Barry" on the top part, do you see that?

6 A. Yeah. I see that.

7 Q. 137 And if you look at the endorsement on the reverse of the cheque which is the

8 bottom document that appears to be Barry McCarthy, isn't that right?

9 A. It appears to me.

10:57:16 10 Q. 138 Isn't that right? And it's in Mr. Dunlop's handwriting, isn't that right?

11 A. It's not a good copy but it would appear to be, yeah.

12 Q. 139 That's a cheque for 20,000 pounds, the cheque is made out to Barry McCarthy.

13 It's endorsed Barry McCarthy but the person who presents it is Mr. Dunlop,

14 isn't that right?

10:57:34 15 A. Oh, I would say yes to your question.

16 Q. 140 It follows from that, Mr. Ahern, that you were prepared to cash cheques made

17 out to unknown third parties endorsed fictitiously and give the money to Mr.

18 Dunlop, isn't that right?

19 A. The way you say it, yes.

10:57:50 20 Q. 141 Isn't that the position? And I think that was the question that was being put

21 to you by Judge Keys is that in that you must have known when you were

22 endorsing and cashing these cheques that the cheque on its face was not a

23 cheque to Mr. Dunlop, it was being endorsed by Mr. Dunlop in a name other than

24 his own and that you were prepared to allow the fiction be conditioned so as to

10:58:16 25 provide the cash to Mr. Dunlop, based on Mr. Dunlop's word, isn't that the

26 position?

27 A. I accept the cheques were signed accordingly. Whether I looked to see they

28 were signed that way at the time I can note recall at this stage but my recall

29 on balance is that I would have assumed all cheque encashments he would have

10:58:41 30 signed F Dunlop.

- 10:58:43 1 Q. 142 But in fact --
- 2 A. But obviously he didn't in a couple that you would have raised there.
- 3 Q. 143 In the majority of the cases it would appear, Mr. Ahern, that he didn't sign
- 4 the cheque Mr. Dunlop. And what I am say you saying to you it's not enough for
- 10:58:56 5 you to say that you didn't look at the back of the cheque because in this
- 6 instance as in others, you must have looked at the front of the cheque and the
- 7 cheque is not a cheque made out to Frank Dunlop and it's not a cheque made out
- 8 to Frank Dunlop & Associates, isn't that right? Isn't that right?
- 9 A. It's payable Barry McCarthy or whatever, yeah.
- 10:59:11 10 Q. 144 Yes. And on the face of it you negotiated and were happy to negotiate that
- 11 cheque for Mr. Dunlop and Mr. Dunlop must have told you that he was the person
- 12 who was to get those funds, isn't that right?
- 13 A. Oh, yes, yeah. I was giving the funds to him, yeah.
- 14 Q. 145 Because if there had been a Barry McCarthy who had endorsed the cheque to Mr.
- 10:59:30 15 Dunlop, the reverse of that cheque would contain a signature Barry McCarthy as
- 16 well as Mr. Dunlop's signature, isn't that right?
- 17 A. Yeah.
- 18 Q. 146 And that didn't happen here because the cheque is made out to Barry McCarthy
- 19 and there is only one endorsement on the reverse, isn't that right? Isn't that
- 10:59:45 20 right, you must answer for the transcript.
- 21 A. Yes, yes.
- 22 Q. 147 And it follows from that, Mr. Ahern, that when Mr. Dunlop is sitting across the
- 23 table from you with this cheque for 20,000 pounds in his hand, you knew that
- 24 that in fact was a cheque to Mr. Dunlop and you were facilitating him and
- 11:00:01 25 allowing him to use a false name and cashing the cheque to provide the 20,000
- 26 pounds for him, isn't that right?
- 27 A. The way you put it, yes.
- 28 Q. 148 Now, if I can take you back then to the cheque of the 16th of me 1991, which
- 29 was sorry I beg your pardon it's not the 16th of May --
- 11:00:22 30 A. Just getting back now. You are putting words in my mouth. I would just like

11:00:26 1 to come back here again in all of this. That any cheques I encashed
2 notwithstanding the payees now. Any cheques I encashed for Mr. Dunlop I would
3 have done it on the basis that it was his money and that he was endorsing it
4 and that was my recall. And that has always been my recall whether the payee
11:00:46 5 is B McCarthy or whatever. Okay, it was irregular.

6 Q. 149 What you are saying then, Mr. Ahern, and correct me if I'm wrong, is that
7 regardless of what Mr. Dunlop turned up with, no matter who the cheque was made
8 out to, you would have been happy to cash any cheque made out to any person for
9 Mr. Dunlop, provided Mr. Dunlop said it was all above board and bona fide, is
11:01:13 10 that right?

11 A. I trusted Mr. Dunlop, yes.

12 Q. 150 But because you trusted Mr. Dunlop you were prepared then to cash any cheque
13 that Mr. Dunlop presented to you whether it was made out to him or whether it
14 was made out to Frank Dunlop & Associates or whether it was made out to an
11:01:28 15 apparently unconnected third party, isn't that right?

16 A. I cashed all of the cheques I facilitated him, I encashed them and using the
17 word "any". Presumably is a sweeping statement but I would have facilitated
18 him.

19 Q. 151 Did you ever refuse to cash any of these cheques for Mr. Dunlop?

11:01:48 20 A. Did I.

21 Q. 152 Ever refuse to cash any of these third party cheques for Mr. Dunlop?

22 A. No never.

23 Q. 153 So when you say that I said that you would have cashed any cheque, in fact
24 that's what happened?

11:01:59 25 A. Any cheques like I, I accept I facilitated him as I said earlier, with cheque
26 cash, cheque encashment facility.

27 Q. 154 Yes. And you never refused --

28 A. Yeah, it would cover any transaction in that regard he came to me with.

29 Q. 155 Yes. And again can I ask you about 4994. Sorry, in fact this is the cheque is
11:02:26 30 at 5000, which is where I had been asking you about, Mr. Ahern, and this is the

- 11:02:31 1 cheque that's endorsed on the reverse at 5001. In the fashion that we've
2 already discussed, with the two names that are there that you identify as being
3 probably in Mr. Dunlop's handwriting and I think Mr. Dunlop doesn't disagree
4 with that?
- 11:02:46 5 A. No.
- 6 Q. 156 Now, what I want to ask you again about it. May the Tribunal take it that if
7 you cashed as is likely you did, this cheque for 15,000 pounds to Mr. Dunlop,
8 that you would have given him the 15,000 pounds and he would have left with it?
- 9 A. I would have given the 15.
- 11:03:02 10 Q. 157 Yes.
- 11 A. Yeah.
- 12 Q. 158 Yes. And because Mr. Dunlop suggests in his evidence that at 5018, this is the
13 Rathfarnham account, Mr. Ahern, and there is a lodgement on the 11th of June
14 '91, in the sum of 15,000 pounds and it is suggested that there might be a
11:03:24 15 connection between the cashing of the cheque for 15,000 pounds and that
16 lodgement. And in the light of your earlier evidence what I wanted to ask you
17 was whether you have any recollection of cashing the cheque for Mr. Dunlop for
18 15,000 pounds and then transferring the proceeds to Rathfarnham?
- 19 A. I have no recollection.
- 11:03:41 20 Q. 159 And it was your earlier evidence that in fact when you cashed cheques for Mr.
21 Dunlop he left with the cash, isn't that right?
- 22 A. My recall is -- like if you are asking me to recall, more often. Well my
23 recall is that any cheque I cashed for him he went away with the cash.
- 24 Q. 160 Now --
- 11:04:07 25 A. Now, whether he went out and relogged that or whatever I do not know.
- 26 Q. 161 And can I show you 5382, this is a loan account opened by Mr. Dunlop on the
27 19th of June 1991. And at this stage, Mr. Ahern, you may take it from me that
28 Mr. Dunlop had 61,277 pounds on deposit do you understand with Allied Irish
29 Bank?
- 11:04:36 30 A. All right, all right, all right.

- 11:04:37 1 Q. 162 All right. Now Mr. Dunlop was asked about the opening of this account and he
2 said on day 772 that he did it as a result of advice from you. He says as
3 question 287 and I quote "I discussed it with the bank manager and he said the
4 best advice he could give me was to take out a loan because if I used any
11:04:55 5 monies out of Rathfarnham it could be traced.
6 Q: Are you talking about Mr. John Ahern?
7 A: Yes".
8
9 Now, that's Mr. Dunlop's evidence and I have to put it to you, Mr. Ahern, Mr.
11:05:07 10 Dunlop's evidence and ask you do agree with Mr. Dunlop?
11 A. Repeat your question there.
12 Q. 163 Yes. This is a loan account that's opened on the 19th of June 1991, Mr. Ahern.
13 You agree with that from the document on screen?
14 A. Yeah.
11:05:24 15 Q. 164 At that stage Mr. Dunlop had 61,277 pounds on deposit.
16 A. Yeah.
17 Q. 165 Mr. Dunlop has told the Tribunal in his evidence that the reason he opened this
18 loan account to pay his builders is because as I have just quoted to you, you
19 advised him to take out a loan because if you used any monies from the
11:05:44 20 Rathfarnham account it could be traced and I am asking you, did you give that
21 advice to Mr. Dunlop?
22 A. I don't believe I did. I don't believe I did.
23 Q. 166 All right.
24 A. I don't recall I did.
11:05:55 25 Q. 167 Yes. In the normal course of events, from your experience in banking,
26 Mr. Ahern, are people who have funds available to them likely to take out
27 loans? In other words in this case Mr. Dunlop is taking out a loan of -- on
28 the 19th of June 22,000 pounds which subsequently increases, isn't that right?
29 A. Yeah.
11:06:22 30 Q. 168 All right. At that time in the Rathfarnham account at 5018. He had 63,477.88

- 11:06:33 1 pounds, do you see that?
- 2 A. I do, yeah.
- 3 Q. 169 All right. And you agree that if those records are accurate it means that Mr.
- 4 Dunlop borrowed 22,000 pounds from you at a time when he had in excess of
- 11:06:45 5 63,000 pounds on deposit in Rathfarnham, isn't that right?
- 6 A. Yeah.
- 7 Q. 170 All right. Mr. Dunlop says he did so because you advised him not to take
- 8 monies out of the Rathfarnham account because it could be traced.
- 9 A. No, I disagree with that comment.
- 11:07:00 10 Q. 171 You disagree with that advice?
- 11 A. Yeah.
- 12 Q. 172 Can you explain then to the Tribunal what Mr. Dunlop said to you or what
- 13 discussion you had with him about the opening of the loan account at 5382.
- 14 A. I can't recall the specific, sitting here I can't recall the specific reasons
- 11:07:14 15 as to why he took out the loan but I am sure that there may be something on
- 16 file to that effect.
- 17 Q. 173 I don't believe that there is anything on file, Mr. Ahern, but I am going to
- 18 have that checked and I will clarify with that with you before you leave the
- 19 witness box but I don't recall that there is any bank documentation surrounding
- 11:07:35 20 this loan.
- 21 A. I don't believe I would normally create a loan without giving somebody's
- 22 import.
- 23 Q. 174 Yes. The amount of the loan would that have been within your own sanction in
- 24 the bank?
- 11:07:47 25 A. Yeah, I think the amount is, yeah.
- 26 Q. 175 So you wouldn't have had to apply to head office for example for clearance to
- 27 grant this loan to Mr. Dunlop?
- 28 A. No, no.
- 29 Q. 176 Right. Was there a cut off figure within the branch beyond which?
- 11:08:03 30 A. There is a cut off figure, I can't recall the exact figure at that time at this

- 11:08:09 1 stage.
- 2 Q. 177 And can I ask you?
- 3 A. Cognisance would have taken obviously of his overall resources.
- 4 Q. 178 Yes. But you say that Mr. Dunlop is not correct when he says the reason why he
- 11:08:22 5 borrowed that money was on advice from you, that your advice to him was not to
- 6 use the funds in the Rathfarnham account because they could be traced?
- 7 A. I wouldn't -- I am quite happy to say I wouldn't have given him that advice.
- 8 Q. 179 But you can't in fact tell the Tribunal what it was that you did discuss with
- 9 Mr. Dunlop when you gave him the loan?
- 11:08:41 10 A. Yeah well I don't know what the purpose of the loan was at the time. I know
- 11 you are telling me but I feel the file would record that in some way, that's my
- 12 own -- because I wouldn't have just created a loan of 22 and nothing on file in
- 13 relation as to what it may be for.
- 14 Q. 180 Yes. You will see there that the next debit is a draft for Newcomen &
- 11:09:03 15 Builders, do you see that?
- 16 A. Yeah.
- 17 Q. 181 And therefore that is a record of a payment to a builder, isn't that right?
- 18 A. Yeah.
- 19 Q. 182 By way of bank draft which can be traced, isn't that the position?
- 11:09:14 20 A. What about the other bank draft, it can't be traced, is that?
- 21 Q. 183 The other draft of 22,001, I don't think we actually have the draft but I
- 22 understood from Mr. Dunlop's evidence it also was a payment to a builder I will
- 23 have that checked and let you know.
- 24 A. Yeah.
- 11:09:26 25 Q. 184 But in any event what is clear is that out of this account come two bank
- 26 drafts, isn't that right?
- 27 A. Yeah.
- 28 Q. 185 And bank drafts are kept normally for longer than cheques, isn't that right, by
- 29 the bank?
- 11:09:38 30 A. Bank draft?

- 11:09:38 1 Q. 186 Copy bank drafts?
- 2 A. I don't know how long they are kept once they are cashed now I can't put a date
- 3 on it.
- 4 Q. 187 But you would agree that if the issuing of two bank drafts provided that there
- 11:09:50 5 was a documentary record in relation to these payments?
- 6 A. There would be documentary evidence as to who the payees of those drafts are.
- 7 Q. 188 Whereas when a person takes out 30,000 pounds in cash from a bank account and
- 8 walks out of the bank with it in cash there is no record of what's done with
- 9 the money, isn't that right?
- 11:10:09 10 A. There would be a record on the basis of a draft.
- 11 Q. 189 So the one thing that's clear about this account, whatever the was the purpose,
- 12 whatever the discussion between yourself and Mr. Dunlop, the records in
- 13 relation to this establish where the money was meant to go, isn't that right,
- 14 because they were paid by two bank drafts?
- 11:10:26 15 A. Exactly.
- 16 Q. 190 Now, did you also provide a service, Mr. Ahern, of cashing cheques for
- 17 Mr. Dunlop which were drawn on the Irish Nationwide Building Society? If Mr.
- 18 Dunlop came in to you with a cheque made out to Frank Dunlop drawn on the Irish
- 19 Nationwide Building Society would you have cashed those cheques for him?
- 11:10:45 20 A. I can't recall specifically cashing cheques for Irish Nationwide Building
- 21 Society but what I'm saying to you is I, had he brought them in to me I would
- 22 have cashed them.
- 23 Q. 191 Yes.
- 24 A. I indeed -- I just can't remember the drawer.
- 11:11:04 25 Q. 192 Yes.
- 26 A. You are throwing a name at me.
- 27 Q. 193 No the name I'm --
- 28 A. But like had he brought hem them in to me I would have cashed them for him if
- 29 that's what he wanted.
- 11:11:14 30 Q. 194 Yes. What I am putting to you is that Mr. Dunlop would have come to you with

- 11:11:18 1 cheques drawn in favour of Frank Dunlop but drawn on an Irish Nationwide
2 Building Society account and that you would have also have cashed those?
- 3 A. Most likely.
- 4 Q. 195 Isn't that right. Now can I show you another bank account at 6695. This is a
11:11:33 5 loan account that's opened by Mr. Dunlop on the 4th of February 1992. May the
6 Tribunal take it, Mr. Ahern, that it's with you he would have opened that loan
7 account?
- 8 A. Yeah.
- 9 Q. 196 Mr. Dunlop has told the Tribunal that he doesn't know what he did with that
11:11:53 10 20,000 pounds. What I want to ask you, Mr. Ahern, is whether you have any
11 recollection of the reason given to you by Mr. Dunlop for that loan?
- 12 A. I have no reason. I can't give you a reason sitting here. The only, what I
13 can say to you is that as I said in relation to the earlier account, that the
14 very fact it's a loan of 20,000 there should be some record recording in the
11:12:21 15 file as to what the purpose was.
- 16 Q. 197 Yes. There doesn't in fact appear to be any recording in the file similar to
17 the other loan account in relation to this loan account, Mr. Ahern, of the
18 purpose of the loan because if there was I would be putting that document to
19 you, do you understand?
- 11:12:35 20 A. Well I would be most surprised if at the time I didn't put down some reason as
21 to the purpose of the loan.
- 22 Q. 198 Mr. Dunlop has told the Tribunal that he borrowed the 20,000 pounds, he took it
23 away from you as 20,000 pounds in cash and left with 20,000 pounds in cash.
24 Would you agree with that?
- 11:12:55 25 A. Well it's debited out of the account and I am not disagreeing with him on that.
26 Given that there is a debit here, it's most likely that he took it away in
27 cash.
- 28 Q. 199 Yes. And in the absence of any document from the bank's records you can't say
29 what the purpose of that loan was?
- 11:13:19 30 A. Well, repeat your question again.

11:13:24 1 Q. 200 Sorry. In the absence of documentation from the bank you can't say what the
2 purpose of that loan was?
3 A. No.
4 Q. 201 All right.
11:13:30 5 A. Other than what I've told you. I can't give you a reason for it but if I was
6 to -- again, I repeat. That I would normally record purpose of loans on file.
7 Q. 202 And at 6941, Mr. Ahern, in March of 1992, Mr. Dunlop issued an invoice in the
8 sum of 40,000 pounds to Riga in the name of Shefran and that is paid by a bank
9 draft from Allied Irish Bank on, at 16588 the 13th of April 1992. If that be
11:14:12 10 turned, please. You can see the 13th?
11 A. That's made to Riga, is it?
12 Q. 203 Yes. I think that in fact no it's Shefran. 6944. It's a payment by Allied
13 Irish Bank draft.
14 A. And who, it's a bank draft but it's payable to who.
11:14:30 15 Q. 204 Shefran?
16 A. Oh, that's payable to Shefran, is it?
17 Q. 205 If we have 6944.
18 A. Oh, I see it now.
19 Q. 206 Drawn on Allied Irish Bank?
11:14:38 20 A. Yeah.
21 Q. 207 And it's negotiated on the 14th of April 1992, at 5 College Street, do you see
22 that from the stamp on the front of it?
23 A. Yeah, yeah, yeah.
24 Q. 208 So again the reverse of this is at 6945, please. And it's endorsed Shefran, do
11:15:01 25 you see that?
26 A. Yeah.
27 Q. 209 Now, at 69478 -- 6948. On the 15th of April, you remember I'd asked you about
28 the 20,000 Mr. Dunlop borrowed in February and you couldn't help as to the
29 purpose of the loan, do you remember that?
11:15:25 30 A. Yeah.

11:15:25 1 Q. 210 And you will see here that out of a portion of that 40,000 pounds Mr. Dunlop is
2 paying off that loan, isn't that right?
3 A. Oh, I see yeah, yeah, payment here yeah.
4 Q. 211 Do you see that?
11:15:37 5 A. Yeah.
6 Q. 212 And the loan is discharged, isn't that right?
7 A. Yeah.
8 Q. 213 And if I show you 6950, you will see there an account in the name of Shefran
9 Limited, do you see that?
11:15:53 10 A. Yeah.
11 Q. 214 Care of John Ahern?
12 A. Yeah.
13 Q. 215 And the opening lodgement is the 15th of April '92, and it's in a sum of
14 6,847.37, do you see that?
11:16:03 15 A. Yeah, yeah.
16 Q. 216 All right. That also has been connected by your bank Allied Irish Bank to the
17 40,000 pounds, do you understand that, Mr. Ahern?
18 A. I am not sure what you are getting at there.
19 Q. 217 What I am telling you because we have been told this by Allied Irish Bank is
11:16:22 20 that the 6,847.37 that in effect opens the Shefran account?
21 A. Yeah.
22 Q. 218 And the discharge of the loan of 20,653.63 comes from the 40,000 Shefran bank
23 draft I showed you.
24 A. Yeah.
11:16:36 25 Q. 219 And they added together total I think 27 and a half thousand pounds I think.
26 Yes, they total together, they come to 27 and a half thousand pounds?
27 A. Yeah, yeah.
28 Q. 220 But what I want to ask you about, Mr. Ahern, is on this occasion in April of
29 '92, you open a Shefran account, isn't that right?
11:17:04 30 A. Yeah.

- 11:17:04 1 Q. 221 Why did you do that then at that stage?
- 2 A. Why did I open the Shefran account at that stage.
- 3 Q. 222 Yes.
- 4 A. For the very reason Mr. Dunlop wanted the account of Shefran opened.
- 11:17:16 5 Q. 223 The account is held care of you, isn't that right?
- 6 A. Yeah.
- 7 Q. 224 Right. How did that arise?
- 8 A. It arose out of when the account of Shefran Limited was opened I was
- 9 endeavouring to get Mr. Dunlop to agree an address. And my recall is that he
- 11:17:38 10 didn't want his Upper Mount Street address on the account. And as a pro tem
- 11 thing it was put care of the bank and the follow on from that then that
- 12 internal administration dictate that every account should have an address and
- 13 obviously whoever was doing a trawl to see who had an address or who hadn't an
- 14 address would have linked the Shefran account to me. And for simplicity
- 11:18:12 15 obviously, they put care of J Ahern at the bank. That's the significant of
- 16 significance of that. It means no other thing. And eventually I think the
- 17 address on that account may have been amended to his home address.
- 18 Q. 225 That was much later, isn't that right?
- 19 A. Much much later. Subsequently.
- 11:18:32 20 Q. 226 But in 1992, when you are opening this account you are doing it with a bank
- 21 draft effectively funds that have come from an Allied Irish Bank bank draft,
- 22 isn't that right?
- 23 A. Well you are linking that to that, yeah. That's to the 40,000 from the bank
- 24 draft.
- 11:18:47 25 Q. 227 From the bank draft from Allied Irish Bank, isn't that right?
- 26 A. That's all under the same date, is it?
- 27 Q. 228 Yes.
- 28 A. Yeah.
- 29 Q. 229 Is it because, is it that you were in any way anxious about the fact that what
- 11:19:06 30 you were being presented with was an Allied Irish Bank bank draft on this

11:19:09 1 occasion as opposed to a cheque drawn in favour of Barry McCarthy or a cheque
2 drawn from Riga?
3 A. Oh, yeah.
4 Q. 230 Did that have anything to do with fact that an account is being opened into
11:19:20 5 which some of these funds were going?
6 A. Repeat that question again.
7 Q. 231 This, the source of this payment if what the bank has told the Tribunal is
8 correct, the source of the money, the first lodgement.
9 A. The bank draft?
11:19:33 10 Q. 232 Is the bank draft?
11 A. The bank draft from international division.
12 Q. 233 From Allied Irish Bank, isn't that right?
13 A. Uh-huh.
14 Q. 234 Now, it is in fact sourced to a company called Barkhill. But it's a bank draft
11:19:43 15 drawn on Allied Irish Bank, isn't that right?
16 A. It is, yeah.
17 Q. 235 Now, this is the first I think such bank draft that you presented with, isn't
18 that right?
19 A. You are telling me that, yeah.
11:19:56 20 Q. 236 Well all of the other bank instruments that you have looked at, Mr. Ahern, have
21 been cheque cheques, isn't that right?
22 A. That I cashed, is it?
23 Q. 237 Yes.
24 A. Yeah.
11:20:07 25 Q. 238 Isn't that right?
26 A. Cheques, yeah.
27 Q. 239 This is the first time you have a draft, isn't that right?
28 A. Yeah, yeah.
29 Q. 240 And it's a bank draft drawn on Allied Irish Bank?
11:20:16 30 A. Yeah.

- 11:20:16 1 Q. 241 All I am asking you and you can say yes or no to is whether or not that factor
2 that the it was an Allied Irish Bank bank draft had anything to do with the
3 opening of the Shefran account?
4 A. I have to say no because I don't know.
- 11:20:32 5 Q. 242 Yes.
6 A. Like, I wouldn't, it's quite clear. I wouldn't open a limited company account
7 without being asked to open it. That account was open on that date because
8 obviously Mr. Dunlop requested the account to be opened.
- 9 Q. 243 And would you have been told who the directors and secretary of Shefran were at
11:20:52 10 that time?
11 A. I can't recall. I can't recall but as I, like, I'm talking hindsight now
12 because having looked at the files the account was, the company was initially
13 formed through his accountants.
- 14 Q. 244 Yes and I think you were provided in June of '92 with documentation. 7061
11:21:19 15 showing that Mr. Hugh McGowan and Mr. Barry Tucker were the company directors
16 and they were to signatories on the bank account, isn't that right?
17 A. Yeah.
- 18 Q. 245 Now you are not provided with that until June of 1992, as you see from the
19 bottom of the document, isn't that right, if you look at the bottom of the
11:21:38 20 document, Mr. Ahern?
21 A. I see it, yeah.
- 22 Q. 246 At which stage you have already cashed the bank draft for 40,000, isn't that
23 right?
24 A. Yeah.
- 11:21:48 25 Q. 247 And you have done so on an endorsement by Mr. Dunlop in the name of Shefran,
26 isn't that right?
27 A. Correct, yeah.
- 28 Q. 248 Thereafter, did Mr. McGowan send instructions to the bank?
29 A. Can't recall. I did -- the file would indicate that I, that there were efforts
11:22:09 30 to sort out the mandate as such but in terms of me encashing, making an

- 11:22:15 1 encashment against the background of the mandate that you referred to here, all
2 I can say is that Shefran, Mr. Dunlop told me and I always knew, that Shefran
3 Limited account was his company account and it was open in the name of Shefran
4 because it was an abbreviation of his wife's name and his own name.
- 11:22:42 5 Q. 249 Did you understand Mr. Dunlop to be the beneficial owner of Shefran?
6 A. That was my understanding.
- 7 Q. 250 And at 7126, this is an invoice in the sum of 30,000 pounds, which again is
8 paid on the 5th of June '92, at 7130. By bank draft drawn on Allied Irish
9 Bank, you see that?
- 11:23:09 10 A. Uh-huh, I do yes.
- 11 Q. 251 And of that, Mr. Ahern, at 7148; 28,000 pounds of that is lodged to the account
12 of Shefran, do you see that?
- 13 A. Yeah.
- 14 Q. 252 And it is endorsed at 7132 on the reverse by Shefran, do you see that?
- 11:23:34 15 A. Yeah.
- 16 Q. 253 And do you accept that that's Mr. Dunlop's signature?
17 A. I would, yeah.
- 18 Q. 254 Right. Is it fair to say then, Mr. Ahern, that insofar as these transactions
19 are concerned, once Mr. Dunlop gave you an assurance that he was the beneficial
11:23:56 20 owner of the funds or he was entitled to the funds that you were happy to
21 provide him with whatever the face of the cheque or bank draft said, isn't that
22 right?
- 23 A. That would be a fair comment, yeah.
- 24 Q. 255 Do you remember Mr. Dunlop approaching you in May of 1992, to borrow money from
11:24:12 25 you at 7252? This is a second loan account opened by Mr. Dunlop in May of
26 1992. Can you remember Mr. Dunlop approaching you about this money?
- 27 A. He approached me all right because I created a loan there obviously but I'm
28 quite sure, I'm quite sure I put that loan into place as well, yeah.
- 29 Q. 256 And at 7251, Mr. Ahern, you will see that the payee of that loan is taken by
11:24:50 30 way of bank draft in favour of Mr. J S Bolger?

11:24:54 1 A. Yeah.

2 Q. 257 Now does that assist you in recollecting at all as to what the purpose of the
3 loan was?

4 A. It does. The payee does, yeah.

11:25:06 5 Q. 258 Yes.

6 A. Because I have somewhere on the file as well that Mr. Dunlop, I recall Mr.
7 Dunlop telling me that he had an interest in a horse with Jim Bolger.

8 Q. 259 Yes.

9 A. But the figure he gave me then I think was, I think the file would record
11:25:23 10 something around 22 grand or 22,000, yeah.

11 Q. 260 That's at 6902 which is some I think two months after that bank draft issues.

12 A. Uh-huh.

13 Q. 261 You make a file note of the 29th of July. And at the very bottom in your
14 writing there is the words "share in horse 22,000" isn't that right?

11:25:43 15 A. Uh-huh.

16 Q. 262 Can I ask you about that entry. Would you have made that entry only after
17 being informed of Mr. Dunlop of the value of the horse or ... Where did you
18 get the figure 22,000 from, Mr. Ahern?

19 A. Mr. Dunlop, as I said, Mr. Dunlop appraised me of the figure. It's not my
11:26:03 20 figure.

21 Q. 263 Right. Did Mr. Dunlop tell you that in fact he had spent in excess of 60,000
22 pounds on the horse by July of 1992?

23 A. Not to my recollection.

24 Q. 264 If Mr. Dunlop had told you that he had bought an animal to the value of 60,000
11:26:19 25 pounds from Mr. Bolger would you have noted that figure on your document?

26 A. I'm sure I would.

27 Q. 265 At the time that Mr. Dunlop took down the loan, Mr. Ahern, from you, is it
28 likely that in May of '92, he would have told you what the purpose of the loan
29 was? This is the loan of 23917.

11:26:45 30 A. That's the loan.

11:26:47 1 Q. 266 Yes.

2 A. Yeah, yeah, yeah.

3 Q. 267 That's the one at 7252.

4 A. Like I presume, I presume that loan was drawn down to cover that investment.

11:26:56 5 Q. 268 That is the investment in the horse?

6 A. I am only assuming because like until you show me. Like you have shown me the

7 file. I have recorded it.

8 Q. 269 Yes. You don't record that at the time, Mr. Ahern. The memorandum on screen

9 is dated the 29th of July 1992, do you see that?

11:27:17 10 A. Well --

11 Q. 270 Do you see the date on the document on screen, Mr. Ahern?

12 A. I see it now, yes, yes.

13 Q. 271 It's the 29th of July 1992.

14 A. Yeah, yeah, yeah, yeah.

11:27:33 15 Q. 272 The money is borrowed on the 14th of May 1992?

16 A. 90.

17 Q. 273 1992.

18 A. Yeah.

19 Q. 274 Okay. At 7251 you will see that you have paid out the loan by way of a bank

11:27:37 20 draft to Mr. Bolger on the 14th of May '92.

21 A. Yeah.

22 Q. 275 Now, what I had asked you was whether in May of '92, when you agreed to lend

23 the money to Mr. Dunlop, did he tell you what the purpose of the loan was?

24 A. I presume that was the purpose of the loan. Like, without -- looking at the

11:28:01 25 file documentation there, that would seem to be the purpose of the loan. As I

26 said earlier like the file should have recorded, any loans given out should

27 record the purpose of the loan.

28 Q. 276 Well --

29 A. And what you are showing me here is aligning that.

11:28:19 30 Q. 277 The --

11:28:20 1 A. Now the file note is dated the 29th of July.

2 Q. 278 The file note, Mr. Ahern, let's be clear about this. The file note of the 29th

3 of July 1992, is your application on behalf of Mr. Dunlop for a loan of 100,000

4 pounds, right?

11:28:36 5 A. Yeah.

6 Q. 279 To go up the line.

7 A. Yeah.

8 Q. 280 In other words it's beyond your sanction.

9 A. Yeah.

11:28:41 10 Q. 281 The documentation surrounding the borrowing on the 14th of May 1992, only has

11 the documentation I am showing you. There is no file note created by you?

12 A. Uh-huh.

13 Q. 282 Again in relation to the purpose of this loan. That's on the file, do you

14 understand? Do you understand?

11:28:57 15 A. Well, I think I do yeah.

16 Q. 283 Right. That means that in relation to the three loans we've looked at --

17 A. Yeah.

18 Q. 284 -- Mr. Ahern, that you have made to Mr. Dunlop within your own sanction, there

19 is not available to the Tribunal any note or document from you as to the

11:29:12 20 purpose of the those loans, isn't that right?

21 A. Well my answer to that, I'm surprised.

22 Q. 285 You are surprised by the fact --

23 A. That there is no notation on the file.

24 Q. 286 Now, the notation you make on the 29th of July at 6902.

11:29:28 25 A. Yeah.

26 Q. 287 Is in relation to an application for funding further up the line for Mr.

27 Dunlop, do you understand?

28 A. Yeah.

29 Q. 288 And on that you note Mr. Dunlop having a share in a horse of 22,000 pounds, Jim

11:29:46 30 Bolger, isn't that right?

- 11:29:47 1 A. Uh-huh.
- 2 Q. 289 Is it the position that your source of the information about the share in the
3 horse was Mr. Dunlop?
- 4 A. Oh, yes, yeah.
- 11:29:59 5 Q. 290 And you were never told of the fact that Mr. Dunlop had in fact spent 60 --
- 6 A. I was never aware that he had an investment to the extent of the figure you
7 mention.
- 8 Q. 291 Did Mr. Dunlop ever discuss with you his business dealings with Mr. Bolger?
- 9 A. No, other than the notation I appear in relation to his investment in a horse
11:30:26 10 at 22,000 Euro.
- 11 Q. 292 At 89 -- sorry, at 8942, Mr. Ahern. On the 17th of February '93, the third
12 cheque there is a cheque to Shefran from Riga in the sum of 25,000 pounds,
13 which on the reverse of it at 8943, is endorsed in the name of Hugh McGowan and
14 Ciaran O'Byrne, do you see that?
- 11:30:56 15 A. Yeah.
- 16 Q. 293 And I suggest to you that's in Mr. Dunlop's handwriting.
- 17 A. Yeah.
- 18 Q. 294 And again this is a cheque that you cashed for Mr. Dunlop, isn't that right?
- 19 A. Yeah.
- 11:31:05 20 Q. 295 And therefore, he would have contacted you, you arranged to have the money and
21 you would have given him the money when he came?
- 22 A. That would be the most likely thing that happened, yeah.
- 23 Q. 296 And can I ask you finally, well almost finally, about a cheque at 10116. This
24 is a cheque to Frank Dunlop for 25,000 pounds from Riga dated the 14th of
11:31:32 25 September '93, which is endorsed on the reverse. Next page please. By Mr.
26 Dunlop.
- 27 A. Uh-huh.
- 28 Q. 297 And according to the bank at 14227, this cheque was cashed in full, do you see
29 that?
- 11:31:56 30 A. I am looking at a letter here now.

- 11:31:59 1 Q. 298 Yes.
- 2 A. Is that the one?
- 3 Q. 299 Yes. You will see that Mr. Kiernan says that "I am instructed the cheque was
- 4 negotiated at AIB, 5 College Street on the 17th of September 1993. The weigh
- 11:32:13 5 sheet confirmed that the cheque was cashed in full".
- 6 A. Fine, yeah.
- 7 Q. 300 Yes. And the cheque itself at 14228, has a stamp 17th of September '93, isn't
- 8 that right?
- 9 A. Yeah.
- 11:32:27 10 Q. 301 On that occasion or indeed any occasion, did Mr. Dunlop ever tell you what he
- 11 was going to do with the cash?
- 12 A. I can't recall. I am sure that there has been some little discussion at the
- 13 time but I basically can't recall. He got the cash, took it away. At this
- 14 stage I cannot recall if I ever -- I am sure that we eluded to the cash in some
- 11:32:56 15 form but I cannot recall what conversation took place as to where the money is
- 16 going and what he was doing with it. I just cannot recall at this stage.
- 17 Q. 302 And at 8444, Mr. Ahern, this is an extract from the Rathfarnham account that's
- 18 the 042 account. And I want to draw to your attention there that on the 13th
- 19 of November '92, there is a debit of 55,000 pounds, do you see that?
- 11:33:23 20 A. I do, yeah.
- 21 Q. 303 And according to the bank documentation at 8449, the transaction takes place in
- 22 College Green on the 10th of November 1992, do you see that?
- 23 A. College Street, yeah.
- 24 Q. 304 Do you see first of all that Mr. Dunlop's signature is there and the date of
- 11:33:45 25 the 10th of November '92?
- 26 A. Yeah, yeah.
- 27 Q. 305 And do you see that there is a bank stamp for College Street on the 10th of
- 28 November '92?
- 29 A. Yeah.
- 11:33:52 30 Q. 306 And would you agree that that means that on the 10th of November 1992, Mr.

11:33:56 1 Dunlop withdrew 55,000 pounds in cash from his Rathfarnham account and he did
2 so in College Street?

3 A. Yeah.

4 Q. 307 Would you agree that in November 1992, 55,000 pounds in cash was a vast amount
11:34:11 5 of money to be removing from the bank in cash?

6 A. Yes.

7 Q. 308 What explanation did Mr. Dunlop give you for the necessity of the 55,000 pounds
8 in cash?

9 A. I cannot recall.

11:34:30 10 Q. 309 Isn't it likely, Mr. Ahern, that on a pure curiosity level, if nothing else,
11 that you would have said to Mr. Dunlop what do you need that amount of money
12 for in cash?

13 A. You are putting words into my mouth now. My response to this question is I
14 cannot recall.

11:34:53 15 Q. 310 Right well if we take it in stages then, Mr. Ahern?

16 A. I just like. In relation to -- I would just like to refer back now with
17 respect. I think I had no knowledge of the activities of which Mr, of which
18 Mr. Dunlop has now given evidence. And believed at all times that he operated
19 a bona fide lobbying and PR business.

11:35:48 20

21 CHAIRMAN: Mr.

22 A. Now, he. All of this cash has moved on. I do not know what he did with the
23 money.

24

11:35:57 25 Q. 311 MS. DILLON: That wasn't, with respect, the question that I asked you.

26 A. And I may have. I may have. I'm sure there was some discussion when
27 encashments were made but at this stage I do not recall.

28

29 CHAIRMAN: Mr. Ahern, you were dealing with Mr. Dunlop on the basis that he
11:36:17 30 was conducting a PR business. You'd have know that?

11:36:26 1 A. I would.
2
3 CHAIRMAN: And that's a sort of business that you wouldn't normally expect to
4 require either to be receiving or to be requiring enormous amounts of cash,
11:36:39 5 would that be a fair comment?
6 A. Well ...
7
8 CHAIRMAN: If you were dealing with a large pub business for example or an
9 amusement arcade, you might expect large sums of cash to be coming in and to be
11:36:58 10 lodged to accounts.
11 A. In the broader sense. In the broader sense in terms of his lobbying activity.
12 In terms of his stakes and in various property entities and whatever he would
13 have stakes here and there.
14
11:37:16 15 CHAIRMAN: But I am talking about not the amounts might be transacted in, by
16 cheque but we're talking. We're looking at enormous amounts of cash which
17 would have required advanced notice to you and the bank to organise, isn't that
18 right?
19 A. Yeah, I take your point in relation to that.
11:37:43 20
21 CHAIRMAN: And I presume you'd have had to order this, these amounts in cash
22 either internally or from your head office. Would 55,000 or 40,000 be more
23 than you might expect to pay out over the counter in a day's business in the
24 bank at that time?
11:38:05 25 A. It's a large sum.
26
27 CHAIRMAN: Well would it be significantly in excess of what you might pay out
28 in the ordinary way?
29 A. Yeah. It certainly would be over and above the norm. I trusted. I trusted
11:38:18 30 Mr. Dunlop implicitly and just another one. Until Mr. Dunlop's evidence to the

11:38:23 1 Tribunal, I was unaware of the actual purposes of the account.

2

3 CHAIRMAN: Did you --

4 A. And he never ever disclosed to me what he was doing with it. It was, it was my

11:38:36 5 relationship was based on a high degree of trust.

6

7 CHAIRMAN: Would you have felt yourself as a senior official in the branch as

8 having had some responsibility to satisfy yourself as to the legitimacy of huge

9 sums of cash coming in to an account or leaving an account even though you

11:39:04 10 might trust the individual concerned but would that be a part of your

11 responsibility as a senior official in that branch, to ask yourself why is a,

12 is this particular customer or any customer requiring on a fairly regular

13 basis, the withdrawal of enormous sums of cash and the lodgements of large sums

14 of cash.

11:39:31 15

16 Would that be a responsibility that you would have felt yourself to have, I

17 know that there are all sorts of very strict rules now which mightn't have been

18 there to that great extent then. But would that have been a responsibility

19 that you would have felt you should have?

11:39:47 20 A. I acknowledge your remark on the sense of responsibility. Yes, I would say to

21 that on the one hand. On the other hand hindsight is a brilliant thing.

22

23 CHAIRMAN: But this was --

24 A. I am just saying hindsight, in fairness to me, hindsight is a great thing.

11:40:03 25 Now, like, had I known or had I an inkling that the outcome of all these is

26 where I'm sitting here today, I would have -- I believe I would have changed my

27 whole approach to the way the account was operated. But I didn't know.

28

29 CHAIRMAN: Yes but what the question I'm asking you is, would you have had,

11:40:31 30 would you have felt yourself of having a degree of responsibility to satisfy

11:40:37 1 yourself that these very large sums of cash were being used for a legitimate
2 purpose or would you have just disregarded any thoughts along those lines?
3 A. My understanding perhaps would have been that they were for legitimate purposes
4 given his broad connections and involvements and investments.

11:41:09 5
6 CHAIRMAN: But --
7 A. Broad.
8
9 CHAIRMAN: But what did you think he was doing with them? You must have said
11:41:16 10 to yourself, you must have thought to yourself what is this man doing with
11 these amounts of cash?
12 A. Well look as I said, I am sure we discussed, we discussed the matter to a
13 greater or lesser degree but I cannot recall. I can only. Like, I'm not here
14 to speculate. I can't recall.

11:41:43 15
16 CHAIRMAN: So you can't recall any explanation that Mr. Dunlop might have
17 given to you about any very substantial withdrawal of cash over this period of
18 time?
19 A. Like, a lot -- anything of interest in relation to my association with Mr.
11:42:08 20 Dunlop is recorded on file. I don't disagree with your question now. It's
21 easy to ask me now, such large sums now it's easy ask in a hindsight situation.
22 At the time it's different.
23

24 Q. 312 MS. DILLON: Can I ask you just ask you, Mr. Ahern, about something that was
11:42:29 25 current on the 10th of November 1992?
26 A. Yes.
27 Q. 313 And that was that on the 5th of November 1992, a General Election was suddenly
28 called?
29 A. Yeah.
11:42:38 30 Q. 314 Do you remember that?

- 11:42:38 1 A. Uh-huh um.
- 2 Q. 315 Did you make any connection between the withdrawal of the 55,000 pounds by Mr.
- 3 Dunlop on the 10th of November 1992, and the fact that that was occurring
- 4 within five days of a General Election being called?
- 11:42:53 5 A. I don't recall it, I don't recall it.
- 6 Q. 316 Isn't it likely because you have referred in a number of the memorandum to Mr.
- 7 Dunlop's political connections, isn't that right?
- 8 A. Oh, yeah.
- 9 Q. 317 You would have known that Mr. Dunlop was involved in politics?
- 11:43:05 10 A. I did, yeah.
- 11 Q. 318 Is it likely that the advent of the General Election is something that you
- 12 would have discussed with Mr. Dunlop when he came in to pick up the 55,000
- 13 pounds in cash?
- 14 A. It may well be. There is no point in I saying that it was when I can't recall.
- 11:43:18 15 Q. 319 Yes or indeed at 4912.
- 16 A. It may well be. And I am quite sure that we had discussions from time to time
- 17 maybe in relation to this. But I just don't recall. And I was happy with
- 18 whatever he told me you know. I had an extremely as far as I was concerned, I
- 19 had an extremely satisfactory relationship with Mr. Dunlop up to the day I
- 11:43:42 20 retired and up to, but the Tribunal puts a whole different complexion on it.
- 21 Q. 320 Yes. And if you look at the withdrawals on the Rathfarnham account which were
- 22 operated through you in College Street, Mr. Ahern, and I want to draw to your
- 23 attention there that on the 7th of June, Mr. Dunlop withdraws 25,000 pounds in
- 24 cash. And on the 11th of June, Mr. Dunlop withdraws 35,000 pounds in cash.
- 11:44:09 25 And that that happened in the course of the Local Elections of 1991.
- 26
- 27 Did you at that stage make any connection between Mr. Dunlop's requirement for
- 28 60,000 pounds in cash in June of 1991 and the fact that there was then a Local
- 29 election?
- 11:44:31 30 A. I don't recall. It may well have been but I cannot say I can recall.

11:44:40 1 Q. 321 Is it the position then that you simply blindly accepted everything that had
2 been said to you by Mr. Dunlop. You trusted Mr. Dunlop and you gave him
3 whatever he asked for regardless of who the bank drafts were made out to, who
4 the cheques were made out to, is that right?

11:44:57 5 A. I facilitated him. As I said earlier, I facilitated him with his encashment
6 requirements with third party cheques or whatever. At this point in time my
7 recall would have been that I, I always asked him to sign the back of all of
8 those instruments and I signed assumed that he was signing "F Dunlop" in the
9 normal way. But thrown up the at me here at this point in time here I see it
11:45:24 10 wasn't always done that way.

11 Q. 322 And for all you knew, Mr. Ahern, with all respect to yourself, that Mr. Dunlop
12 could have been involved in criminal activities for example unknown to you,
13 isn't that right? He could have been laundering money through your bank for
14 all you knew, isn't that right? Because you were prepared to sit in your
11:45:47 15 office and accept anything Mr. Dunlop said and any bank instrument he passed
16 across the table to you and if you just allow me to finish please. And you
17 were prepared to give him any amount of cash that Mr. Dunlop asked for, isn't
18 that right?

19 A. That may strike you but it didn't strike me. And against the background that
11:46:05 20 he came highly recommended by the Judge Hugh O'Flaherty. He had been
21 associated as press officer with to the Haughey government, to the Jack Lynch
22 government. He was closely aligned to John Boland and against that background,
23 and against his career in the Civil Service it never struck me that I should
24 think along the lines you imposed to me there.

11:46:38 25 Q. 323 Well did it ever strike you with Mr. Ahern to ask yourself what he was doing
26 with all of the cash what could a public affairs lobbyist be doing with all of
27 that cash?

28 A. I am only repeating myself now. I facilitated him with his encashment
29 facilities. I am sure that I asked him from time to time what he was doing.
11:46:57 30 You are asking me now 15/16 years later now whatever it is I do not recall!

11:47:03 1 But I wasn't, I wasn't concerned. I wasn't worried in terms of safety and my
2 ability and I always felt there was a recourse and that was my -- that's how I
3 viewed Mr. Dunlop.

4 Q. 324 And if I could show you, Mr. Ahern, at 22039 a note that you created in 1996.
11:47:26 5 Now, there is nothing on the first page only to note the date of the document
6 which is the 3rd of October '96. And on the following page, the third
7 paragraph I want to draw to your attention, you appear to be recounting there
8 Mr. Dunlop's investment deals that were current at the time, isn't that right?

9 A. Uh-huh.

11:47:46 10 Q. 325 And in the third one you say "Quarryvale Shopping Development in course
11 completion Christmas 1988" which I suggest should be '98, Owen O'Callaghan
12 development, 1 million pounds as owing to Frank Dunlop with 500,000 relating to
13 back up contracts support and payable as follows: 200,000 October 96; 400,000
14 '97; and 400,000 October '98".

11:48:11 15
16 Was that an accurate note that you took of what Mr. Dunlop told you?

17 A. Yeah.

18 Q. 326 And can I ask you, what does "back up contract support mean"?

19 A. What?

11:48:21 20 Q. 327 You see written there 500,000 relating to back up contract support. Do you see
21 that written there?

22 A. I am not sure what I mean by back up there now. I was, that's an overall value
23 of his involvement in the Quarryvale Shopping Centre.

24 Q. 328 The overall value is a million as I understand your note, is that right?

11:48:49 25 A. Yeah, as I have there, yeah.

26 Q. 329 And you have broken down the repayment of that 1 million Pounds into three
27 separate portions, isn't that right?

28 A. As conveyed to me.

29 Q. 330 As conveyed to you. Mr. Dunlop has been asked what the a words "back up
11:49:03 30 contract support" means and he couldn't explain it to the Tribunal.

- 11:49:05 1 A. I can't at this stage now. Whatever reason. Whatever -- but that notation
2 would be a factual view as given to me by Mr. Dunlop.
- 3 Q. 331 Thank you very much, Mr. Ahern. If you would answer any questions that anybody
4 else might have for you.
- 11:49:27 5
6 CHAIRMAN: All right. Mr. Nesbit do you want to ask?
7
- 8 **THE WITNESS WAS QUESTIONED BY MR. NESBIT AS FOLLOWS:**
9
- 11:49:31 10 Q. 332 MR. NESBITT: Just a few questions, Mr. Chairman.
11
12 Mr. Ahern, I was listening to your evidence today. Insofar as Mr. Dunlop had
13 accounts that you are concerned with, they would either be in his own name, the
14 name of a business you knew to be his or the name of his wife and himself, is
11:49:55 15 that right?
- 16 A. Repeat that, Mr. Nesbitt, I can't hear that well.
- 17 Q. 333 Sorry. I just want to be certain that in relation to the accounts that you
18 dealt with today before the Tribunal concerning Mr. Dunlop, they would have
19 been as far as you were concerned either in a business name you knew to be
11:50:11 20 connected to him, his own name and/or his wife's name, is that right?
- 21 A. That is correct.
- 22 Q. 334 And insofar as those accounts were opened and available, they were listed with
23 clear addresses and could be traced quite easily?
- 24 A. That's correct.
- 11:50:31 25 Q. 335 And insofar as he transacted business with you, the sums of money would appear
26 on the usual documentation obtained by the bank and would be easily traceable
27 from one account to the other?
- 28 A. That is right.
- 29 Q. 336 And insofar as you are opening these accounts or they are opened in your branch
11:50:54 30 and transactions were being dealt with, you were making decisions on your own

11:50:59 1 account about these transactions, they were within the limits of you as the
2 manager in the branch or the deputy manager or whatever position you held?
3 A. Yes.
4 Q. 337 Yes.
11:51:08 5 A. Any ones within my limit, yeah.
6 Q. 338 You would be making your own decisions?
7 A. Yeah.
8 Q. 339 And insofar as the last note is concerned, that note was appended to the file,
9 is that right?
11:51:19 10 A. Would you repeat that last bit.
11 Q. 340 The last note that we've just seen on its screen. That's a record that you
12 kept and put on ...
13 A. That would be a factual note on what Mr. Dunlop overtured to me.
14 Q. 341 And that would have been put on the bank's records to be seen by anybody in the
11:51:40 15 bank who wanted to interest themselves in the accounts?
16 A. Oh, yes indeed.
17 Q. 342 Thank you.
18
19 CHAIRMAN: Sorry, Mr. Redmond. I should have asked you.
11:51:48 20
21 MR. REDMOND: I have no questions, Chairman, thank you.
22
23 CHAIRMAN: All right. Thank you very much. Sorry.
24
11:51:53 25 JUDGE FAHERTY: Yes. Just one further matter. 5018, please.
26 A. Yes.
27
28 JUDGE FAHERTY: This is I think, a bank statement of a current account. I
29 just want to ask you just a general question, Mr. Ahern. If you take the words
11:52:17 30 "CT" there.

11:52:18 1 A. What date is that now?
2
3 JUDGE FAHERTY: This is a bank statement.
4 A. Oh, I see your point now, yes.
11:52:23 5
6 JUDGE FAHERTY: Yes. It's just "CT" is that credit transfer?
7 A. Credit transfer.
8
9 JUDGE FAHERTY: Yes. And how are credit transfers effected?
11:52:34 10 A. This is the Rathfarnham. This is Terenure account.
11
12 JUDGE FAHERTY: This is the Rathfarnham, this is the first statement I think.
13 A. That more than likely. I presume I can't see it here but that could have been
14 lodged in College Street and went to his account in Terenure by means of a
11:52:53 15 credit transfer.
16
17 JUDGE FAHERTY: Yes. And it's a transfer from one bank to another, is it?
18 A. It would be a lodgement made in College Street for the credit of his account in
19 Terenure. And it would be described as a CT. On his incomings in the
11:53:10 20 Rathfarnham account or the Terenure account.
21
22 JUDGE FAHERTY: And if you look at the very first opening balance, there is
23 the word "lodgement" there.
24 A. Yeah.
11:53:20 25
26 JUDGE FAHERTY: And that lodgement I think is also made in College Street, is
27 that right? They are all made in College Street.
28 A. I think that's the opening lodgement. I think that's tied in with my
29 memorandum enclosing the opening lodgement.
11:53:32 30 JUDGE FAHERTY: I think that's the sum of 30,000 is it Ms. Dillon, 68888?

11:53:38 1

2 MS. DILLON: 668.

3

4 JUDGE FAHERTY: Or 688 and that's the opening lodgement?

11:53:42 5 A. Yes. The opening lodgement, yeah.

6

7 MS. DILLON: Yes.

8

9 JUDGE FAHERTY: And that's called a lodgement there?

11:53:46 10 A. Pardon.

11

12 JUDGE FAHERTY: The words there is "lodgement".

13 A. Well that's the way. That's the narrative that they put into it. It came, it

14 was sent direct to the branch as distinct from the CT going through the

11:54:00 15 clearing system.

16

17 JUDGE FAHERTY: That's what I want to ask you about, Mr. Ahern. Why would it

18 go through, if it was a lodgement in the ordinary way, the first one is a

19 lodgement as I understand it made in College Street.

11:54:15 20 A. No it wasn't. I think that lodgement there was the opening lodgement to the

21 account.

22

23 JUDGE FAHERTY: I understood. It I may be wrong in this. That all of the

24 lodgements and withdrawals on the Rathfarnham 042 account, were conduct in

11:54:28 25 College Street.

26 A. Yeah but the accounts in Terenure.

27

28 JUDGE FAHERTY: Yes I know that.

29 A. As I said earlier --

11:54:38 30

11:54:38 1 JUDGE FAHERTY: You said to me that the CT meant that there was a lodgement
2 made and sent over.
3 A. The lodgement for, there was a lodgement for the Terenure account --
4

11:54:46 5 JUDGE FAHERTY: Yes.
6 A. -- made in College Street.
7

8 JUDGE FAHERTY: Yes, I understand that. That was in relation to the opening
9 balance?
10 A. Pardon?
11

12 JUDGE FAHERTY: Yes. The account --
13 A. I'm assuming that all of those CTs were lodge in College Street.
14

11:55:00 15 JUDGE FAHERTY: Why would it have to go through a clearing system if the first
16 one didn't appear to go through a clearing system. Has to go from one branch
17 to the other.
18

19 JUDGE FAHERTY: Yes, so why isn't CT on the 9th of April?
11:55:20 20 A. On the 9th of April?
21

22 MS. DILLON: It may very well be if you look at 4896, Judge, that might
23 assist, Mr. Ahern, because you will see on the inter bank communication that in
24 fact the bank the bankers payment is sent to Terenure.

11:55:27 25
26 JUDGE FAHERTY: Yes.
27

28 MS. DILLON: On this document, as opposed to a credit transfer occurring from
29 College Green directly to Terenure. It seems that the physical document the
11:55:38 30 cheque was sent with the opening documents on this occasion.

11:55:41 1
2 JUDGE FAHERTY: Well that assists me. Thank you. And just in relation to the
3 credit transfer then, Mr. Ahern. What sort of paperwork is conducted in the
4 bank?
11:55:53 5 A. You go into the branch. Well referring to this one in relation and I'm
6 assuming they are College Street. That would be a lodgement made in College
7 Street.
8
9 JUDGE FAHERTY: Yes.
11:56:06 10 A. Whether it be cheques or cash or whatever, for the account in Terenure and it
11 would be processed through the clearing system in the normal way. And it
12 would, I think it's, it was lodged on the 9th say, it would appear in the
13 account of Terenure on the 11th.
14
11:56:29 15 JUDGE FAHERTY: All right. Thanks very much.
16
17 CHAIRMAN: Thank you very much
18 A. Thank you very much.
19
11:56:33 20 CHAIRMAN: We will just take a ten minutes break and then we'll start Mr.
21 Dunlop.
22
23 MS. DILLON: May it please you, Sir.
24
11:56:39 25 CHAIRMAN: Thank you very much.
26
27 **THE WITNESS THEN WITHDREW.**
28
29
11:56:45 30 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

AND RESUMED AS FOLLOWS:

- 11:56:45 1
- 2
- 3 MS. DILLON: Mr. Dunlop, please.
- 4 Good afternoon, Mr. Dunlop
- 12:09:08 5 A. Good afternoon Chairman, Ms. Dillon.
- 6
- 7 Q. 343 MS. DILLON: On the last occasion in which you were here, I had been asking
- 8 you, you will remember, Mr. Dunlop, amongst other matters about the four
- 9 invoices that had been raised in 1992, that referred to ongoing costs re
- 12:09:23 10 Quarryvale.
- 11 A. Yes.
- 12 Q. 344 Do you remember those, that evidence?
- 13 A. Yes, I do.
- 14 Q. 345 And you said that you would have had conversations with Mr. O'Callaghan and
- 12:09:31 15 that you may have given him a general overview of what the reason for the costs
- 16 were but you didn't attach or send or give him a detailed breakdown in relation
- 17 to costs, isn't that right?
- 18 A. Correct.
- 19 Q. 346 And you said also that the invoices would have been drawn up in consultation
- 12:09:47 20 with Philip Connolly in the accounts department in your office.
- 21 A. Yes.
- 22 Q. 347 And he would have whatever the phrase he would have done the dot and that's
- 23 what it is and question I would have told Mr. O'Callaghan that, you remember
- 24 that?
- 12:09:57 25 A. Yes.
- 26 Q. 348 And therefore what you were telling the Tribunal was that Mr. Connolly who was
- 27 I think was your bookkeeper at the time would have calculated what was due that
- 28 would make up the figure called ongoing costs re Quarryvale?
- 29 A. Yes.
- 12:10:09 30 Q. 349 Isn't that right? I want to show you what Mr. Connolly says in his statement

12:10:14 1 at 23187. And in particular in the third paragraph Mr. Connolly says:
2
3 "In the early period say during 1991, detailed third party invoices were sent
4 to Riga Limited. Subsequently on Frank Dunlop's direction, the invoices became
12:10:29 5 somewhat less specific, the amounts involved were usually round figures and
6 details of third party charges were not included. The narrative for a number
7 of the invoices simply referred to "costs associated to Quarryvale project" and
8 to "ongoing costs re Quarryvale". The narrative amount involved and addresses
9 of the invoice would be given to me by Frank Dunlop."

12:10:53 10
11 Now, do you agree with what Mr. Connolly has said there?

12 A. The invoices became somewhat less specific, that is a fact.

13 Q. 350 Yes.

14 A. The amounts involved were usually round figures, that's not quite accurate and
12:11:10 15 details of third party charges were not included, that is correct. The
16 narrative for a number of the invoices simply referred to costs associated with
17 Quarryvale project, that's correct as we've seen from the invoices and to
18 ongoing costs re Quarryvale.

19
12:11:25 20 The narratives amounts involved and addressees of the invoices would have been
21 given to me by Frank Dunlop in general terms, yes.

22 Q. 351 So in fact when you said on the last occasion that the tot was arrived at by
23 Mr. Connolly adding up matters, in fact what happened if Mr. Connolly is
24 correct is you gave Mr. Connolly the figure and you gave Mr. Connolly the
12:11:47 25 description that was to be put on the invoice?

26 A. Well certainly I would have given a description that was put on the invoices
27 but as I recollect matters, when invoices were required to be sent out,
28 Mr. Connolly came to see me or I told Mr. Connolly that an invoice was due to
29 be sent vis-a-vis Quarryvale and I either computed the costs in relation to it
12:12:19 30 in consultation with him or together with him or I gave him a figure at an

12:12:19 1 appropriate time.
2 Q. 352 So that where Mr. Connolly says in his statement that the amount involved would
3 be given to him by Frank Dunlop. You are not disagreeing in any material fact
4 approximate with Mr. Connolly?

12:12:27 5 A. I'm not disagreeing with him in relation to the amount involved because I would
6 have gone through the amount either on my own or with him.

7
8 MR. REDMOND: Just before Ms. Dillon continues, there is just one thing I want
9 to draw to the Tribunal's attention. The word "subsequently" is a disjunctive
10 word. That's simply a grammatical statement. The paragraph begins with "in
11 the early period, detailed third party invoices were sent to Riga Limited.
12 Subsequently on the direction, invoices became less specific. At the end of
13 the paragraph the statement ... activities always involved and addressee of the
14 invoices would be given to me by Frank Dunlop. Logically therefore applies to
15 the invoices subsequent on Frank Dunlop's direction, rather than detailed third
16 party invoices sent to Riga Limited.

17
18 So insofar as Ms. Dillon is saying that the final sentence refer relates to
19 both categories of invoice, that requires clarification from Mr. Connolly. And
12:13:04 20 it is not open for Ms. Dillon to say that that final sentence relates to both
21 categories without clarification from Mr. Connolly.

22
23 MS. DILLON: I didn't say that it referred to both categories. My question
24 was specific if Mr. Redmond had been listening. It related to the four
12:13:36 25 invoices in 1992, which we had discussed on the last occasion which related to
26 "on going costs re Quarryvale". That's how I started the question. It was in
27 that context that I asked the question of Mr. Dunlop.

28
29 CHAIRMAN: Talking about the subsequent invoices.

12:13:50 30 MS. DILLON: Now, Mr. Dunlop, can I take you back now to November 1992, and if

12:13:57 1 we could look at the disbursements that you say that you made --

2 A. Uh-huh.

3 Q. 353 -- in November 1992?

4 A. Yeah.

12:14:02 5 Q. 354 And if we could start by dealing with the money that you say you paid to Mr. GV
6 Wright?

7 A. Yes.

8 Q. 355 And would you first of all now. Now, we have, if I may tell you, Mr. Dunlop,
9 in a number of other modules we have dealt with some of these payments.

12:14:16 10 A. Yes.

11 Q. 356 And I don't propose to either summarise the evidence or revisit those in detail
12 if you understand me, for example the payment to Mr. Liam Cosgrave was the
13 subject matter of much I think evidence in the Carrickmines I Module.

14 A. Yeah.

12:14:31 15 Q. 357 But insofar as Mr. GV Wright is concerned, it was dealt with but not in
16 substance I think in the Fox and Mahony Module. So can I ask you to outline to
17 the Tribunal the circumstances and discussions you had with Mr. Owen
18 O'Callaghan about Mr. GV Wright?

19 A. Yes. You may so do. And I will tell you as to the best of my recollection
12:14:52 20 what occurred, is that Mr. O'Callaghan at a period, at a date in or around the
21 timing of the General Election of 1992, I cannot give you a specific date. But
22 Mr. O'Callaghan asked me a very specific question. He had been advised that it
23 would be appropriate for him to give a political donation or a donation to GV
24 Wright. Without backing everybody up into a cul-de-sac I am not going to deal
12:15:30 25 with the issue of who so advised him. I am sure you will ask me that question
26 but I've already given evidence to that effect.
27
28 I was asked whether or not that would be appropriate. I said I thought it
29 would and I had a conversation with -- I had conversations with GV Wright
12:15:55 30 vis-a-vis the election and I made an appointment with GV Wright for Mr.

12:16:01 1 O'Callaghan and myself to visit him on a specific day and on which occasion
2 again as I have said in my statement, Mr. O'Callaghan gave what I subsequently
3 discovered to be a cheque for 5,000 pounds to Mr. GV Wright and I gave 5,000
4 pounds in cash to Mr. GV Wright at his offices in Malahide in the circumstances
12:16:27 5 that I outlined in the statement in 2003.

6 Q. 358 Now, first of all you must tell the Tribunal again, Mr. Dunlop, who it was that
7 Mr. O'Callaghan told you had advised him that he should make a political
8 contribution to Mr. GV Wright?

9 A. Yes I am sorry I -- I am sorry I indicated to you that I would answer that and
12:16:48 10 it must be amnesia in the room that has effected me but I will think of it in a
11 moment. I have already given evidence I just can't recall the man's name he is
12 a Minister of State.

13 Q. 359 I will come back to that in any event. When you went to see Mr. Wright what
14 discussion took place between Mr. O'Callaghan and Mr. Wright while you were
12:17:14 15 present?

16 A. While I was present with Mr. O'Callaghan, when we arrived there was another
17 person present. Again as I've said heretofore that person left a short time
18 afterwards after general pleasantries were exchanged. And we spoke about
19 political matters in the context of what had happened and the election. GV
12:17:37 20 Wright as he has previously outlined to me a number of days previous to that,
21 the difficulties that he would encounter in this particular election. And the
22 word "Quarryvale" was used.

23
24 The issue of Quarryvale was raised. I cannot specifically say who raised it
12:17:59 25 but it was certainly raised and GV Wright gave assurances as to his ongoing
26 commitment and was positive in relation to the issue that was predominant in
27 both Mr. O'Callaghan and my mind at that stage and that was that there was an
28 upcoming vote in Dublin County Council in relation to Quarryvale.

29 Q. 360 Sorry.

12:18:20 30 A. Sorry.

- 12:18:21 1 Q. 361 What was your view of Mr. GV Wright's position in Dublin County Council and the
2 sphere of influence he could exert?
- 3 A. Well Mr. GV Wright was recognised within his own party in the first instance at
4 that time as being an influential figure. I cannot specifically state to you
12:18:44 5 whether or not he held a specific role at that stage. He was never Chairman of
6 Dublin County Council. He was whip of the party of the Fianna Fail party group
7 at a specific, at a stage during the course of the Development Plan but that he
8 was well recognised as a genial facilitator.
- 9 Q. 362 Did you discuss that with Mr. O'Callaghan, the influence or possible influence
10 of Mr. GV Wright?
- 11 A. When Mr. O'Callaghan asked me.
- 12 Q. 363 Yes.
- 13 A. Yes. I would say that is highly probable. Mr. O'Callaghan asked me for my
14 opinion as to whether or not it would be appropriate to make this donation,
12:19:29 15 that he had been advised to so do or requested to so do.
16
17 Batt O'Keeffe, sorry the name has just come back to me. Batt O'Keeffe -- I
18 apologise for that Ms. Dillon. But yes I am quite certain that it is highly
19 probable that I told Mr. O'Callaghan that that would be an appropriate thing to
12:19:54 20 do, in the particular circumstances that we found ourselves, which was double
21 edged issue. One was that we had a vote coming up in Dublin County Council
22 fairly shortly. I can't actually state whether we knew specifically when, on
23 what that date that vote was going to take place at that time. And the second
24 element was that there was a General Election.
- 12:20:16 25 Q. 364 And in the course of your discussion with Mr. GV Wright on this occasion can
26 you remember specifically what was said about Quarryvale?
- 27 A. Well in the forefront of both Mr. O'Callaghan's mind, forgetting about the
28 General Election, the forefront of Mr. O'Callaghan's mind and mine at that
29 stage was the fact that there was an upcoming motion in Dublin County Council.
12:20:41 30 We weren't actually over enthusiastic about the fact that a General Election

12:20:49 1 had been called in advance of this important vote coming up. We couldn't do
2 anything about that. But Mr. GV Wright was very positive in his comments in
3 relation to Quarryvale and in relation to the vote that was upcoming because
4 the matter was raised. I cannot specifically say to you that Mr. O'Callaghan
12:21:09 5 raised it with him or I raised it with him but we were three individuals in a
6 room, which was GV's Wright's offices in Malahide, talking about two things.
7 One, the General Election and the upcoming vote regarding Quarryvale.

8 Q. 365 Yes. At 17674, Mr. Dunlop, which is an extract from the private interview
9 concerning the conversation that you had with Mr. GV Wright and you will see
12:21:42 10 there that Mr. Gallagher asks "in relation to that meeting you had a discussion
11 about Quarryvale what was said at that meeting that you can recall?

12 A: Without qualification, the essence of it was "GV we know you are going to
13 be very helpful. We know you are on side. We know you have been very helpful
14 in the past. Any help you can give us when it comes up again and anyone else
12:22:05 15 can you can persuade.

16 Q: What did he say?

17 A: Yes, he totally in favour of it.

18 Q: Had he asked for or solicited the contributions in any way, to your
19 knowledge?

12:22:13 20 A: In fairness, no. Remember the genesis of this. O'Callaghan had asked me
21 whether he should make a contribution to GV Wright. I did not ask Callaghan
22 whether G.V. Wright had written or rung him asking for a contribution. I
23 thought about it and I said yes I think you should do so -- to do this day.

24 And I think I said this in public evidence. I cannot say to you what was in
12:22:33 25 that envelope. I have the impression it was a cheque for 5,000 pounds, I
26 cannot be absolutely certain that is the case. The reason I am saying that is
27 as time goes on comments are being made, I cannot say yes to you and I don't
28 want you to interpret me as saying that I said it was 5,000 what I can say to
29 you is that I gave him 5,000 pounds on the same occasion.

12:22:51 30 Q. O'Callaghan on had -- on same occasions handed him an envelope?

12:22:56 1 A: He handed him an envelope".
2 Okay. Does that accurately reflect your recollection of the conversation that
3 took place between Mr. Wright, Mr. O'Callaghan and yourself?
4 A. Yes, I think while this affords me an opportunity in relation to talking about
12:23:13 5 these private sessions and I don't mean to discommode anybody by making this
6 remark. But I mean these are private sessions that took place in which I was
7 attempting with the legal counsel for the Tribunal to traverse a wide variety
8 of issues that had taken place over a very short number of days.
9
10 So I note, I note the Chairman's remark in relation to the status of the
11 private interviews in the context of the previous witness. But notwithstanding
12 that, yes, the Quarryvale was discussed. There is absolutely no doubt in my
13 mind. I cannot specifically say to you who raised the issue of Quarryvale.
14 Whether GV said look lads don't worry about it, everything is going to be fine.
12:24:10 15 Whether O'Callaghan said what's the situation here, are we going to be okay
16 when this vote comes up or whether I said GV, listen you better tell Owen
17 O'Callaghan what the situation happens to be in relation to Quarryvale.
18 Quarryvale was discussed.
19 Q. 366 And Mr. GV Wright's support for Quarryvale was discussed in the context of the
12:24:26 20 meeting that took place when yourself and Mr. O'Callaghan and Mr. Wright were
21 present?
22 A. Absolutely.
23 Q. 367 And it was at that point in time that Mr. O'Callaghan handed over his envelope?
24 A. That's correct.
12:24:34 25 Q. 368 Is that correct?
26 A. That's correct.
27 Q. 369 Did you hand over your contribution at the same time?
28 A. No, we -- as I recollect matters, the discussion concluded. I think in fact
29 because GV Wright had another appointment or somebody else was calling to his
12:24:55 30 office and we were attempting to leave and I went back and I gave GV Wright an

- 12:24:59 1 envelope in which there was 5,000 pounds in cash, which I had brought to the
2 meeting in an envelope in my pocket.
- 3 Q. 370 Did you discuss with Mr. O'Callaghan during your attendance at Mr. GV Wright's
4 office or subsequently and I mean at that time. I don't mean years later, Mr.
12:25:14 5 Dunlop, that you yourself had made a contribution to Mr. GV Wright?
- 6 A. Yes, I probably did. I cannot accurately say to you now that I did so on that
7 day, I may well have said to him I have given him something, I have also given
8 him something. I cannot accurately say that I did but it's probable that
9 either then or in the immediate days afterwards I did tell Mr. O'Callaghan that
12:25:40 10 I had given a contribution to GV.
- 11 Q. 371 And would you have told Mr. O'Callaghan that your contribution was in cash?
- 12 A. I can't say whether -- I just cannot honestly say to you whether I would have
13 done so or not. I think I would probably just have said to Mr. O'Callaghan in
14 the circumstances that I have just outlined to you that I was also given him
12:26:06 15 something.
- 16 Q. 372 Did you indicate to Mr. GV, did you contact Mr. GV Wright in order to make the
17 arrangement for Mr. O'Callaghan to go out and to meet with him?
- 18 A. Yes, I believe I did. We had a conversation, a telephone conversation.
- 19 Q. 373 Prior to you making that arrangement --
- 12:26:19 20 A. Yes.
- 21 Q. 374 -- had Mr. Wright approached you and sought money from you?
- 22 A. Mr. Wright and I had had a number of conversations in the immediate aftermath
23 of the calling of the election and in the course of one of those one of those
24 conversations, I told him that I would give him a contribution.
- 12:26:40 25 Q. 375 Did Mr. Wright ask you?
- 26 A. Yeah, Mr. Wright outlined to me the difficulties that he was facing on the
27 particular occasion in the election and that he would need all of the resources
28 that he needed to fight this unexpected election and I am not going to put
29 words into GV Wright's mouth but something to the effect that he would welcome
12:27:06 30 any contribution that was made.

12:27:08 1
2 JUDGE KEYS: Mr. Dunlop, sorry just before you go any further. Just in
3 relation to that meeting with Mr. Wright and Mr. O'Callaghan, you mentioned
4 that you either maybe at the time or some time afterwards had mentioned to Mr.
12:27:19 5 O'Callaghan that you gave him a contribution.
6 A. Yeah.
7
8 JUDGE KEYS: Can you recall whether in fact you told him the amount of the
9 contribution?
12:27:25 10 A. No, I don't believe I did, Judge, because it was at a subsequent. At some
11 sometime subsequently I discovered that what Mr. O'Callaghan had given to
12 Mr. Wright. So I don't believe that I told Mr. O'Callaghan on that particular
13 occasion or ever what the actual amount was. But in response to Ms. Dillon's
14 question that in all probability I told Mr. O'Callaghan that I had made a
12:27:53 15 contribution.
16
17 JUDGE KEYS: Thank you.
18
19 Q. 376 MS. DILLON: When you were travelling out to the meeting with Mr. GV Wright
12:27:57 20 you had gone from town to Malahide together yourself and Mr. O'Callaghan, isn't
21 that correct?
22 A. I believe so, yes.
23 Q. 377 And in the course of that did you discuss with Mr. O'Callaghan the amount that
24 he was going to pay to Mr. GV Wright?
12:28:09 25 A. No.
26 Q. 378 And you didn't volunteer in the course of that trip that you yourself were
27 going to make a donation of 5,000 pounds to Mr. GV Wright?
28 A. No, and as I've said, Ms. Dillon, I did not make the contribution to GV Wright
29 in the actual presence of Mr. O'Callaghan. Mr. O'Callaghan was actually if my
12:28:28 30 recollection is correct, had left the, Mr. GV Wright's office was upstairs and

- 12:28:35 1 Mr. O'Callaghan had already gone downstairs when I reverted and gave the
2 contribution to GV.
- 3 Q. 379 So the purpose of the trip to Malahide to meet Mr. Wright is for the purpose of
4 Mr. O'Callaghan making a contribution to Mr. GV Wright which has been advised
12:28:49 5 to Mr. O'Callaghan by Mr. Batt O'Keeffe, is that right?
- 6 A. Correct.
- 7 Q. 380 Mr. O'Callaghan consults you and you advise him that, yes it would be in his
8 own interests in effect to make such a payment or donation, is that right?
- 9 A. Correct.
- 12:29:02 10 Q. 381 You then make the arrangement with Mr. GV Wright and you travel to Malahide,
11 the two of you together. Was there anybody else with you?
- 12 A. No.
- 13 Q. 382 And in the course of that you don't discuss the payment that's going to be made
14 to Mr. GV Wright?
- 12:29:16 15 A. And no and I couldn't say to you with any great confidence what we discussed in
16 the car. I think the likelihood is we were, sorry excuse me, Ms. Dillon -- we
17 were commenting on the unfortunate development that had taken place that an
18 election had been called prior to an important vote in Dublin County Council,
19 in which we knew that certain members of Dublin County Council would be
12:29:49 20 candidates in the General Election and would face difficulties in relation to
21 success or otherwise.
- 22 Q. 383 Was your discussion with Mr. O'Callaghan on that trip, insofar as it involved
23 Quarryvale centered on whether or not you were going to have to make political
24 support to other candidates in the election because of Quarryvale?
- 12:30:09 25 A. No, I would not discount, I cannot say that it took place on this occasion but
26 I would not discount the possibility, the probability more than likely that at
27 some stage I said to Mr. O'Callaghan that I am going to be inundated with
28 requests for political contributions.
- 29 Q. 384 Yes and some of those who are going to seek political contributions from you,
12:30:40 30 Mr. Dunlop, were like Mr. GV Wright, politicians who were members of the County

- 12:30:46 1 Council and the Dail or were aspiring to the Dail, isn't that right?
- 2 A. Correct.
- 3 Q. 385 For example Mr. Liam Cosgrave, isn't that right?
- 4 A. Uh-huh that's correct, yes.
- 12:30:53 5 Q. 386 And did you discuss at all with Mr. O'Callaghan the likelihood that this
6 request or this request for support from Mr. GV Wright was something that was
7 going to be replicated because of Quarryvale to you from other people?
- 8 A. Again, I would have to say to you the probability is along the lines that I
9 have just suggested to you that I was going to be inundated with requests.
10 I've already -- in another context I have said as soon as the General Election
11 was called the telephone walked off the desk. I may well have used terminology
12 of that nature. But I don't think that there is any doubt that Mr. O'Callaghan
13 being a realist, that he would have been aware from comments that I had made to
14 him that, yes the likelihood was that I was going to be have requests made to
15 me for political contributions by others without any specification.
- 12:31:21 16 Q. 387 And you discussed Mr. GV Wright if I understand you correctly only because Mr.
17 O'Callaghan came do you for advice, is that right?
- 18 A. Yes Mr. O'Callaghan approached me in my office as I say I cannot give you the
19 exact date or time, but it was in or around this time obviously and asked, said
12:32:04 20 that he had been advised. He didn't identify the advisor on that occasion. I
21 subsequently discovered who the advisor was. Again, through Mr. O'Callaghan.
22 But he was advised that it would be appropriate -- I think actually the phrase
23 used was I have been asked to help out GV was the type of phrase that was used
24 and he was asking me whether I could considered that appropriate.
- 12:32:37 25 Q. 388 And you advised him that you felt it was and that the arrangement was set in
26 place and you went to see Mr. GV Wright, had a discussion with Mr. GV Wright
27 about his support for Quarryvale?
- 28 A. Correct.
- 29 Q. 389 Mr. O'Callaghan handed over his envelope you didn't then know what was in it
12:32:51 30 and after Mr. O'Callaghan had left you handed was it another envelope to Mr. GV

- 12:33:06 1 Wright?
- 2 A. Yes, I handed an envelope to Mr. GV Wright in which there was 5,000 pounds in
- 3 cash.
- 4 Q. 390 And if I can just show you at 3152, Mr. O'Callaghan's statement in relation to
- 12:33:06 5 this matter is at paragraph 8 and it states:
- 6
- 7 "On the 11th of November '92, I gave a contribution of 5,000 pounds to Senator
- 8 GV Wright as a political contribution towards his expenses in connection with
- 9 the November 1992 General Election following a request from him for support"
- 12:33:22 10 and I just want to draw to your attention the words "from him".
- 11
- 12 Right in which it would appear that Mr. O'Callaghan is stating that the request
- 13 for support came to him directly from Mr. GV Wright. That doesn't accord with
- 14 your recollection of what Mr. O'Callaghan told you, is that right?
- 12:33:37 15 A. That is absolutely correct, Ms. Dillon. My recollection is as I have
- 16 consistently said is, that Mr. O'Callaghan approached me as to whether or not
- 17 it would be appropriate to make a contribution to GV Wright that he had been
- 18 advised to do by another.
- 19 Q. 391 Who you have now identified as Mr. Batt O'Keefe?
- 12:33:52 20 A. Mr. Batt O'Keefe.
- 21 Q. 392 Now, I think Mr. GV Wright accepts that he received 5,000 pounds in cash from
- 22 you Mr. Dunlop and 5,000 pounds by way of cheque from Mr. O'Callaghan which
- 23 were both paid to him not simultaneously but on the same occasion on November
- 24 1992. But again Mr. GV Wright's position is that he disputes that any payment
- 12:34:11 25 he received from you related to any land transaction in which you were involved
- 26 but you don't agree with Mr. Wright in relation to that, is that the position?
- 27 A. No and the only rider I will ask is there would be absolutely no reason for Mr.
- 28 O'Callaghan and myself to be going out to see GV Wright, if GV Wright was an
- 29 ordinary candidate.
- 12:34:30 30 Q. 393 When you say an ordinary candidate, what do you mean?

12:34:33 1 A. Who would have no connection with Dublin County Council or would not have a
2 role in Dublin County Council and consequently would have no role in relation
3 to a vote in the upcoming Quarryvale Module -- Quarryvale project whenever it
4 was going to take place. But we knew it was imminent.

12:34:48 5 Q. 394 Yes and I think in fact on the 17th of December 1992, at 1667 please. This is
6 a summary of the record of Mr. GV Wright's voting record, Mr. Dunlop. And if
7 you just see where it says "special meeting 17th of December '92" and will you
8 will see that Mr. GV Wright voted against the first two motions, which were
9 revert to E motion and then the 100,000 square feet motion and he voted in
10 favour of the amendment to cap at retail at 250,000 square feet?

11 A. Correct.

12 Q. 395 And then the substantive motion, isn't that right?

13 A. That's correct.

14 Q. 396 So it would be fair to say that Mr. Wright's voting record shows a pro
15 Quarryvale position?

16 A. Yes.

17 Q. 397 And that in fact he supported the position that was adopted by Mr. O'Callaghan
18 on or before the 17th of December 1992, at the meeting?

19 A. That's correct.

12:35:42 20 Q. 398 Right. Because I think you outlined to the Tribunal on the last occasion, that
21 Mr. O'Callaghan agreed to the compromise of 250,000 square feet?

22 A. Correct on foot of recommendations from a number, a cross party delegation is
23 probably to strong a word but certainly a cross party representation made to
24 him in relation to the appropriateness of accepting 250,000 instead of 500,000
25 square feet.

26 Q. 399 In fact I think that a cap of 250,000 square feet had been floated certainly in
27 early December 1992.

28 A. That's right.

29 Q. 400 And was a matter of discussion between the bank and Mr. O'Callaghan and I
30 presume others in early December '92?

- 12:36:24 1 A. That's correct and for completeness I should say that Mr. O'Callaghan was
2 resisting that imposition.
- 3 Q. 401 But he was aware in early December 1992 as you were yourself --
- 4 A. Correct.
- 12:36:39 5 Q. 402 -- of a move to bring about the imposition of the cap?
- 6 A. Correct.
- 7 Q. 403 Whether it was initiated by the officials or by the County Councillors, isn't
8 that right?
- 9 A. Correct I think the attitude, Ms. Dillon, again for completeness, was that the
12:36:51 10 officials, notwithstanding any position that they might be taking in relation
11 to the Quarryvale project, realised that this was probably going to go through
12 and that as a consequence they attempted to put a cap on it to maintain some
13 control in relation to the development.
- 14 Q. 404 That would mean that it would have been generally discussed among the strategy
12:37:20 15 team for Quarryvale about the fact that there was going to be a cap in of
16 250,000 square feet and that would have happened before the 17th of December
17 '92?
- 18 A. Yes, I can't say to you when exactly any such discussion would have taken place
19 among the strategy team, but certainly I can say to you that yes some
12:37:46 20 discussion did take place in relation to the imposition of a cap because we
21 were aware of what the attitude of the officials were.
- 22 Q. 405 Yes. And also --
- 23 A. Well was sorry.
- 24 Q. 406 And -- also the attitude of Green Property who are also involved directly or
12:38:01 25 indirectly in the Quarryvale motion, isn't that right?
- 26 A. Well they were very directly involved in it. They were resisting every attempt
27 to get the, to prevent the Quarryvale motion going through at all.
- 28 Q. 407 So that it would have been well. Well it certainly would have been known
29 within the strategy team in early December of the fact that it was likely that
12:38:22 30 even if it wasn't successful a cap of 250,000 square feet was going to be

- 12:38:26 1 muted?
- 2 A. Yes I can't say to you specifically when the issue of a cap arose but I mean
3 certainly it was something that we, we persisted with the proposal that we had
4 made in relation to the project and it was only when it became evident that the
12:38:46 5 elected representatives or a cross-section of them themselves who were
6 supporters of the Quarryvale project, these were actual supporters who felt
7 that they were being pressurised either internally in their own parties
8 particularly Fine Gael, that they came to Mr. O'Callaghan in the lobby of
9 Dublin County Council and said that it would be more appropriate to go for the
12:39:08 10 250,000 square feet.
- 11 Q. 408 Now, insofar as Mr. GV Wright is concerned then, you are satisfied that
12 Quarryvale and Mr. Wright's support for Quarryvale was discussed at that
13 meeting?
- 14 A. I have absolutely no doubt whatsoever, Ms. Dillon, that Quarryvale was a
12:39:27 15 subject of discussion at that meeting in that room on that morning, consistent
16 with the very fact that the person who was in the room when we arrived with Mr,
17 when we arrived for the meeting with Mr. GV Wright was another developer
18 builder who actually spoke to Mr. O'Callaghan in querying terms as to know how
19 things were going with Quarryvale. So Quarryvale was on the issue almost the
12:40:01 20 minute we walked in the door.
- 21 Q. 409 And did Mr. GV Wright indicate to yourself and Mr. O'Callaghan that he would
22 support Quarryvale when the vote came up?
- 23 A. Mr. GV Wright was very, I think the phrase I used was very positive and I can
24 only speak for myself, when Mr. GV Wright wanted to be positive he was quite
12:40:26 25 positive and he left neither Mr. O'Callaghan or myself in any doubt as to what
26 his actual position was in relation to Quarryvale project.
- 27 Q. 410 Yes. And can I just show you 1915, Mr. Dunlop, which is your statement in
28 relation to this matter. I just want you to show you the second paragraph
29 where you refer to having a discussion with Mr. Wright by telephone a day or
12:40:58 30 two before the meeting, during which we discussed financial support. And would

- 12:41:01 1 you outline to the Tribunal what transpired in the course of that telephone
2 conversation with Mr. Wright?
- 3 A. Yes. I had lots of telephone conversations with Mr. Wright in or around this
4 time and on other occasions but I had a telephone conversation with the, with
12:41:17 5 GV in the immediate aftermath of the calling of the General Election. During
6 the course of which Mr. Wright and myself discussed his prospects in relation
7 to the General Election.
8
- 9 Now, all politicians have this tendency, Ms. Dillon, no matter how secure they
12:41:38 10 feel they are or what their majority happens to be on a given election on
11 whatever previous election they fought, certainly the spine in the steel begins
12 to show some sort of fault because they indicate to people that they had a
13 tough fight on their hands. Now, GV Wright and myself had a discussion of that
14 nature and he indicated to me that he would welcome any support that I could
12:42:06 15 give him. And in the context of that discussion I told him that I would give
16 him a contribution.
- 17 Q. 411 Did you or he raise the subject of Quarryvale in the course of that discussion?
- 18 A. I think it is, I cannot specifically say that I did or did not. But Mr. GV
19 Wright and I were having ongoing discussions in relation to what was happening
12:42:26 20 vis-a-vis Quarryvale and the main object of the exercise was twofold. One, was
21 when was this damn vote going to come up. And secondly, to use the
22 colloquialism that was involved at the time did we have the numbers.
- 23 Q. 412 But specifically, Mr. Dunlop, I am asking you were you asked by Mr. GV Wright
24 for a political contribution or political support which was premised on the
12:42:54 25 fact that he was going to continue supporting Quarryvale?
- 26 A. I was asked for a contribution by Mr. GV Wright in the context of the election
27 of 1992, in the circumstances that obtained vis-a-vis a vote in Dublin County
28 Council which was imminent.
- 29 Q. 413 And if I could ask you about the payment on the 10th of November 1992, to
12:43:19 30 Ms. Olivia Mitchell, Mr. Dunlop. And I think that in a previous module you

- 12:43:25 1 have given evidence, Ms. Mitchell has given evidence and indeed Ms. Therese
2 Ridge has given evidence, isn't that right?
- 3 A. Yes, that's correct.
- 4 Q. 414 Now your position is as I understand it, that you paid 500 pounds in cash to
12:43:38 5 Ms. Mitchell on the 10th of November 1992, following a request for support to
6 you from Ms. Therese Ridge?
- 7 A. Yes.
- 8 Q. 415 Isn't that right? Ms. Ridge says she never asked you to make any support,
9 isn't that right?
- 12:43:49 10 A. I have seen that comment, yes.
- 11 Q. 416 And Ms. Mitchell says that while she is not clear on the amount, she agrees
12 that there was a meeting and that there was a payment in cash, isn't that
13 right?
- 14 A. There was a payment in cash in the Ashton Pub in Clonskeagh on foot of a
12:44:08 15 request to me by Therese Ridge and I made the arrangement with Olivia Mitchell
16 specifically with her to meet her there to pay her the money.
- 17 Q. 417 Yes. Now, this was a cash payment, isn't that right, Mr. Dunlop?
- 18 A. Yes.
- 19 Q. 418 And you have previously told the Tribunal that with one exception which is the
12:44:23 20 payment to Mr. Pat Rabbitte on the 11th of November 1992.
- 21 A. 11th.
- 22 Q. 419 That any payments you made in cash were corrupt payments, isn't that right, you
23 have told the Tribunal that?
- 24 A. Yes.
- 12:44:34 25 Q. 420 Now, insofar as this payment to Ms. Olivia Mitchell is concerned, you say this
26 was a corrupt payment?
- 27 A. The payment was made to Ms. Olivia Mitchell in the context of the election and
28 in the context of the representation that had been made to me by Therese Ridge
29 who was an inhabitant supporter of Quarryvale and who had garnered the support
12:44:56 30 of Olivia Mitchell. I, my orientation on the payment to Ms. Mitchell of the

12:45:02 1 500 pounds was in the specific context that Olivia Mitchell was, had already
2 declared or was on the cusp of declaring her support for the Quarryvale project
3 and it was in that context that I made the payment to her.

4 Q. 421 But did Ms. Mitchell discuss her support with you in the context of Quarryvale.
12:45:21 5 Did she say to you as others have said to you --

6 A. Uh-huh.

7 Q. 422 -- my support will cost you X?

8 A. No no Ms. Mitchell never used language of that nature. She expressed, she was
9 very, very happy with the contribution and I cannot say specifically to you but
12:45:41 10 it is highly probable in the context of the imminence of the vote that
11 Quarryvale was discussed in that conversation.

12 Q. 423 And I think also at 16747, Ms. Mitchell's record of vote shows she vote in the
13 same way as Mr. GV Wright and that she votes against the first two motions and
14 then she votes in favour of the amendment to the Quarryvale motion capping it
12:46:10 15 at 250,000 square feet and votes in favour of the second amendment and
16 thereafter the substantive motion is passed unanimously, isn't that right?

17 A. Correct and for completeness, Ms. Dillon, if my recollection is correct, which
18 I believe it is, that in the discussion that took place in the lobby of Dublin
19 County Council in relation to the cap, there were a number of people present.
12:46:33 20 I said I think delegation is too strong a word but there were a number of
21 people present and I do believe that Olivia Mitchell was either part of or on
22 the edge of that discussion.

23 Q. 424 And I think you identified Ms. Mitchell on Day 148 or Day 148 yes as being one
24 of the people who advised you to accept the cap of 250,000 square feet and that
12:46:54 25 you relayed that advice to Mr. O'Callaghan?

26 A. Correct.

27 Q. 425 And that it was felt among her political party it would be easier to get it
28 passed if it was capped at 250,000 square feet. Now, on the 10th of November
29 also you say that you met with Mr. Colm McGrath and you made a payment to
12:47:12 30 Mr. McGrath and could you outline the circumstances of that payment please and

- 12:47:15 1 that meeting I beg your pardon, Mr. Dunlop?
- 2 A. Yes, Colm McGrath was, well Colm McGrath was a candidate in the election in
- 3 1992, and he made a request to me for a political, for a contribution and which
- 4 I made to him in cash as I said I don't think I would be able to identify the
- 12:47:47 5 name of the pub in Clondalkin where I met him by prior arrangement at his
- 6 request and it was specifically given to Colm McGrath in the guise of political
- 7 contribution for his ongoing support for the Quarryvale project.
- 8 Q. 426 I see. 8431 please I think is the extract from your diary, dealing with the
- 9 10th of November and I think you have two entries.
- 12:48:17 10 A. Yeah.
- 11 Q. 427 The first is Ashtons Clonskeagh OM, which relates to Ms. Olivia Mitchell, is
- 12 that right?
- 13 A. Yes.
- 14 Q. 428 And the second is just a reference to Clondalkin?
- 12:48:23 15 A. Yes.
- 16 Q. 429 Is that reference Clondalkin, the entry in your diary that relates to the
- 17 occasion on which you met with Mr. Colm McGrath?
- 18 A. I believe it is.
- 19 Q. 430 I think Mr. McGrath accepts that you made political donations from time to time
- 12:48:34 20 some of them he says were in cash but on no occasion does he say that they were
- 21 in connection with his vote, isn't that right that's Mr. McGrath's position?
- 22 A. Yes. That's Mr. McGrath's position.
- 23 Q. 431 When you met made this contribution or payment to Mr. McGrath did you discuss
- 24 Quarryvale with him?
- 12:48:48 25 A. I would have discussed Quarryvale on every single occasion that I met Colm
- 26 McGrath. There would be no other reason for me to be discussing anything with
- 27 Colm McGrath other than other developments during the course of the Development
- 28 Plan but Quarryvale was the predominant subject on every occasion because he
- 29 regarded himself as the link in the first instance between Tom Gilmartin's
- 12:49:16 30 initial proposals for Quarryvale because he had been in touch with Tom

12:49:20 1 Gilmartin and secondly his link with the project itself, it was within his area
2 and his signature had been on the motion.

3 Q. 432 Mr. McGrath was a very important person insofar as Quarryvale vote was
4 concerned, isn't that right?

12:49:31 5 A. Yes, he was.

6 Q. 433 He was first of all he had been its sponsor from the very beginning?
7 A. That's correct.

8 Q. 434 And in fact his signature was the only one on the first motion that was heard
9 in May of '91, isn't that right?

12:49:43 10 A. That's correct, yes.

11 Q. 435 He had been a supporter when Mr. Gilmartin was dealing with the project, isn't
12 that right?

13 A. I am not going to dispute the issue whether he was a supporter. Certainly I
14 believe in retrospect that he had views in relation to the actual contents of
12:50:01 15 the proposal but you are correct in what you say in that he was a supporter of
16 a proposal for the Quarryvale site.

17 Q. 436 He was also one of the local councillors, isn't that right?
18 A. Correct.

19 Q. 437 And you have told the Tribunal how important the support of the local
12:50:14 20 councillors was, isn't that right?
21 A. Correct.

22 Q. 438 And that they would bring with them or could or had the capacity to bring them
23 with them the support from within their political party?
24 A. That's correct.

12:50:23 25 Q. 439 And I am just wondering why it was that you elected to give 2,000 pounds to
26 Mr. McGrath who was of such importance and 5,000 pounds to Mr. GV Wright when
27 they were both in the same political party at the time?
28 A. Yes. I think that's a very good legitimate question. I think in the context
29 of GV reverting back to what I said earlier, I cannot specifically say what
12:50:46 30 role, whether he was actually the whip at that time but certainly consonant

12:50:52 1 with what I've said in relation to his influence within the Fianna Fail party,
2 within Dublin County Council at that time was enormous, was significant.

3
4 In relation to Mr. McGrath, I can't say why Mr. McGrath didn't get 5,000 pounds
12:51:14 5 as well but certainly he got 2,000 pounds and I can't say whether it was the
6 result of negotiation between Mr. McGrath and myself. I think Mr. McGrath
7 looked for money, looked for a specific amount and he got it.

8 Q. 440 So that Mr. McGrath pitched the figure at 2,000 pounds, is that right?

9 A. Mr. McGrath I think I've given evidence to this effect again in earlier, in an
12:51:41 10 earlier module but certainly I have said it in a number of statements. That
11 Mr. McGrath was constantly talking about money and was constantly or appeared
12 to be constantly in need of money. He had been involved in some enterprises
13 that, and I don't say this in any disrespect or criticism. He had been
14 involved in a number of enterprises that weren't duly successful. Weren't very
15 successful and he constantly found himself in difficulties or appeared to be in
16 constant difficulties in relation to money.

17 Q. 441 Mr. McGrath signed -- was one of the signatories to the motion 1011 in relation
18 to Quarryvale for the 17th December, isn't that right?

19 A. That's correct, yes.

12:52:23 20 Q. 442 So, together with some of the other local councillors, isn't that the position?

21 A. Yes.

22 Q. 443 If Mr. McGrath had asked for a bigger figure, would you have paid it, Mr.
23 Dunlop?

24 A. The likelihood is yes.

12:52:35 25 Q. 444 On the 11th of November I think, Mr. Dunlop, there were a number of payments
26 you say that you made, isn't that right?

27 A. Yes.

28 Q. 445 On the first at 8431. You have an entry in your diary that says PR at home.

29 Now, this was the subject matter of evidence in Ballycullen/Beechill. So what
12:52:58 30 I am going to do is summarise your position and Mr. Rabbit's position. And

- 12:53:11 1 your position was that you went out to visit Mr. Rabbitte?
- 2 A. By prior arrangement.
- 3 Q. 446 By prior arrangement. That you left 3,000 pounds in view not in an envelope.
- 4 You had a discussion with Mr. Rabbitte and you left.
- 12:53:17 5 A. Yes.
- 6 Q. 447 And subsequently in December, you had a telephone conversation from
- 7 Mr. Rabbitte about his party discussing the donation and that the donation was
- 8 returned to you and in fact it was returned to you on the 17th of December '92,
- 9 by way of a cheque for 2,000 pounds drawn on an account of Democratic Left, is
- 12:53:36 10 that right?
- 11 A. That's correct.
- 12 Q. 448 And Mr. Rabbitte says that the amount of the donation was not 3,000 pounds it
- 13 was 2,000 pounds and that he had a conversation with you in which he indicated
- 14 that there would have to be some discussion about this matter within the party,
- 12:53:51 15 isn't that right?
- 16 A. Correct.
- 17 Q. 449 And I think that Mr. Rabbitte disputes the date on which he says the visit took
- 18 place, isn't that right? I think Mr. Rabbitte places it as being some what
- 19 later in the course of the election?
- 12:54:01 20 A. Yes, there is no dispute in my mind.
- 21 Q. 450 I accept that. I am putting to you?
- 22 A. Yes.
- 23 Q. 451 Your position remains the same in relation to that payment, Mr. Dunlop, is
- 24 that?
- 12:54:10 25 A. Absolutely.
- 26 Q. 452 Did you discuss Quarryvale at all in the course of that discussion with
- 27 Mr. Rabbitte?
- 28 A. Consonant on what you have just said this matter arising, it arose in another
- 29 module. I cannot specifically say that there was a discussion about
- 12:54:29 30 Quarryvale. I think it is highly likely that there was a discussion about

- 12:54:34 1 Quarryvale. In fact it is probable that there was a discussion about
2 Quarryvale with Mr. Rabbitte but I was there in his house in a specific room in
3 his house in specific circumstances that I have outlined for I would saying of
4 the order of half an hour.
- 12:54:55 5 Q. 453 Yes. Now, Mr. Rabbitte's vote at 16705 and you will see there 16705 under the
6 heading "present at special meeting 17th of December" that Mr. Rabbitte voted
7 in favour of the first two motions.
- 8 A. Yes.
- 9 Q. 454 So he voted in favour of returning Quarryvale first of all to E, industrial
10 which was unsuccessful, isn't that right?
- 11 A. That's correct.
- 12 Q. 455 And then he voted in favour of capping Quarryvale at 100,000 square feet, isn't
13 that right?
- 14 A. That's correct.
- 12:55:27 15 Q. 456 And he voted against the motion to amend it at 250,000 square feet which was
16 passed, isn't that right?
- 17 A. Yes, he did, yes.
- 18 Q. 457 So it would be fair to say that insofar as Mr. Rabbitte is concerned, he took
19 up an anti Quarryvale position insofar as his vote was concerned, isn't that
12:55:44 20 right?
- 21 A. That's correct.
- 22 Q. 458 That vote took place on the same day, isn't that right, that the cheque was
23 drawn on the Democratic Left account and returned?
- 24 A. That's correct.
- 12:55:53 25 Q. 459 And just for completeness, if you see 8803, this is a cheque dated the 17th of
26 December 1992, drawn on the account of Democratic Left southwest in your
27 favour, isn't that right?
- 28 A. That's correct.
- 29 Q. 460 And the amount is 2,000 pounds, isn't that the position?
- 12:56:14 30 A. Yes, that's correct.

- 12:56:15 1 Q. 461 And you had had a telephone conversation with Mr. Rabbitte prior to you
2 receiving this cheque, isn't that right?
- 3 A. Mr. Rabbitte called me.
- 4 Q. 462 Yes. And I think he referred to that in the covering letter that he sent you
12:56:26 5 with the cheque. I think he said at 17114, and this letter is also dated the
6 17th of December 1992, isn't that right?
- 7 A. Correct.
- 8 Q. 463 And in it he says "Dear Frank, I refer to our telephone discussion at the
9 weekend and I now enclose cheque as promised. I repeat that no offence is
12:56:48 10 intended and I hope that you will understand that. The decision was aimed at
11 drawing a distinction between decisions pending and ones already decided in the
12 normal way before the election was called".
13
14 The second sentence there appears to suggest that Mr. Rabbitte might have had a
12:57:05 15 concern about decisions that were then pending in Dublin County Council and the
16 fact that he had received a donation, isn't that right?
- 17 A. Yes and also that he would seem to be under the impression that the distinction
18 was drawn between pending decisions and one already decided in the normal way.
19 So ...
- 12:57:22 20 Q. 464 Yes.
- 21 A. The attitude would have been that he was prepared to accept a donation in
22 relation to his support for something that had already been passed.
- 23 Q. 465 I think Mr. Rabbitte's evidence to the Tribunal was that he understood from you
24 that the donation be it 2,000 or 3,000 came from a number of supporters, isn't
12:57:38 25 that right?
- 26 A. Yes he did say that, yes.
- 27 Q. 466 And in this correspondence, Mr. Rabbitte says that the decision which is the
28 decision I assume to return the cheque was aimed at drawing a distinction
29 between decisions pending and ones already decided?
- 12:57:52 30 A. Yes.

- 12:57:53 1 Q. 467 And one of the decisions that were then pending was Quarryvale, isn't that
2 correct?
- 3 A. That's correct.
- 4 Q. 468 Also on the 11th of November at 8431, the next entry you have is TH at home?
- 12:58:10 5 A. Yes.
- 6 Q. 469 And that is, does that refer to Tom Hand?
- 7 A. Yes, it does.
- 8 Q. 470 Did you make any payments to Mr. Hand on that occasion?
- 9 A. No.
- 12:58:19 10 Q. 471 There are lodgements to the account of the late Mr. Tom Hand. If I could have
11 21214 please. This shows that on the 16th of November 1992, there is a
12 lodgement to the account of Mr. Tom Hand?
- 13 A. Yes.
- 14 Q. 472 In the sum of 10,000 pounds, do you see that?
- 12:58:42 15 A. I see that yes.
- 16 Q. 473 Did you pay 10,000 pounds or any sum to Mr. Tom Hand on the 11th of November
17 1992?
- 18 A. No.
- 19 Q. 474 In day -- on day 358 which I think was Carrickmines I at page 44 please.
- 12:59:07 20
- 21 CHAIRMAN: Sorry, Ms. Dillon. I am just concerned about something that Mr.
22 Dunlop said there in relation to the letter from Mr. Rabbitte "the attitude
23 would have been" he was talking about the second paragraph. That he was
24 prepared to accept a donation in relation to his support for something that had
12:59:27 25 already been passed. I think in fairness to Mr. Rabbitte, Mr. Rabbitte is
26 simply distinguishing in the letter, a donation in respect of something or a
27 donation from somebody associated with a development which was no longer before
28 the Council and one which had yet to come before the Council, which is slightly
29 different to saying that he was prepared to accept a donation in relation to
12:59:59 30 his support for an earlier decision. It was clearly, if you go back to the

13:00:04 1 letter from Mr. Rabbitte there.
2
3 MS. DILLON: 17114. Sorry. 17114.
4

13:00:17 5 CHAIRMAN: He was drawing a distinction between a decision pending such as the
6 Quarryvale I presume.
7

8 MS. DILLON: Yes.
9

13:00:24 10 CHAIRMAN: And ones already decided in the normal way before the election was
11 called. But that, I don't think can be interpreted as meaning that he would
12 have been prepared to accept a donation in respect of his support for an
13 earlier decision of the Council. Do you understand the distinction?
14

13:00:45 15 MS. DILLON: I think in fairness --
16 A. I think it is a very fine distinction.
17

18 CHAIRMAN: Well it is an important one though because we are just looking at
19 what he is saying in the letter.

13:00:56 20 A. Well sorry. Are you addressing the question to me or Ms. Dillon?
21

22 CHAIRMAN: Yes.
23 A. Yes. My, my view on the matter, interpreting normal English, says that the
24 decision was aimed at drawing a distinction between decisions pending which is
13:01:18 25 completely clear, there is no difficulty whatsoever about that, and which one
26 can imply if one so wishes that he is referring to Quarryvale or any other
27 pending decision.
28

29 CHAIRMAN: Absolutely.
13:01:32 30 A. But there is no specification. There is no specificity there.

13:01:37 1
2 CHAIRMAN: And irrespective of what his position might be in relation to those
3 decisions pending.
4 A. Yes. And ones already decided in the normal way before the election was called
13:01:48 5 so if a decision has been taken in the normal way prior to November 1992, and
6 contingent on Mr. Rabbitte supporting that particular decision, there is an
7 inference that he would be prepared to accept a political contribution in those
8 circumstances had he so supported that particular development.
9
13:02:17 10 Now, I do not want to imply, certainly I do not want to impute any irregularity
11 on Mr. Rabbitte's part but certainly there is however nuanced one wants to
12 regard it, but certainly there is an implication that if Mr. Rabbitte, if I am
13 giving a political contribution to Mr. Rabbitte in view of his support for
14 something that has already been decided that he would have so been prepared to
15 accept it.
16
17 CHAIRMAN: Yes. But I am just making the point that he doesn't in the letter
18 say that in respect of decisions which have occurred in the past.
19 A. Uh-huh.
13:03:04 20
21 CHAIRMAN: That he might have accepted a donation based on his support for
22 that decision.
23 A. Well he --
24
13:03:10 25 CHAIRMAN: It doesn't say that.
26 A. Well he doesn't say that in that context. And again, I am being very careful,
27 Chairman, and I readily accept the point that you are making and perhaps
28 contextualisation which have we have dealt with on a number of occasions in
29 this institution. It was that I can attest to the fact, I am not referring
13:03:45 30 this in any way to Mr. Rabbitte or to his party, his then party, is that

13:03:53 1 subsequent to votes taking place in Dublin County Council advices would be
2 given to party headquarters to issue letters seeking financial support as a
3 result of such decisions being taken in Dublin County Council.
4

13:04:14 5 MS. DILLON: I think having --

6

7 CHAIRMAN: I am just interested in ensuring --

8

9 MS. DILLON: Mr. Rabbitte in fact dealt with this in his evidence. And
13:04:20 10 perhaps if I outline to you what Mr. Rabbitte said in relation to his evidence
11 at day 616 and it's pages 61 to 63.
12

13 And Mr. Rabbitte was asked to explain what decisions he was talking about in
14 his letter dated the 17th of December 1992 to Mr. Dunlop enclosing the return
13:04:37 15 cheque for 2,000 pounds. He then gave an explanation by contacting Mr. Dunlop.
16 In the course of his telephone conversation he says that Mr. Dunlop asked why
17 they were returning it and Mr. Rabbitte explained that the reason was while
18 decisions still had to be take then respect of the Development Plan the
19 possibility of a conflict of interest might arise in the future. Mr. Rabbitte
13:04:58 20 said that on his recommendation it was not appropriate that a payment of 2,000
21 pounds would be accepted by him or the party in circumstances where he and
22 members of his party were in a position to vote on matters in which Mr. Dunlop
23 had an interest.
24

13:05:12 25 CHAIRMAN: But the only -- but I am just emphasising the fact that my
26 understanding of what he says in the letter is that where, where decisions of
27 the Council had been made and were history at this stage. In other words,
28 there wouldn't be any conflict arising, then he would, he would possibly or his
29 party might possibly accept a political donation. But I am just emphasising
13:05:42 30 the fact that he is not saying in the letter that he would have been prepared

13:05:45 1 to do so where he had supported. He doesn't exclude that. But he doesn't say.
2 I just wanted to emphasise the fact that that is the position.
3
4 It's now one o'clock.

13:05:59 5
6 MS. DILLON: May it please you, Sir.
7
8 CHAIRMAN: Now, our next witness can't be here until three o'clock?
9

13:06:04 10 MS. DILLON: He is here at 2 o'clock. The next witness, yes.
11
12 CHAIRMAN: Oh, he is.
13
14 MS. DILLON: And Dunlop is not returning until next Wednesday afternoon at two
13:06:14 15 o'clock.
16
17 CHAIRMAN: All right.
18
19 MS. DILLON: May it please you, Sir.
13:06:17 20

21 **THE TRIBUNAL THEN ADJOURNED FOR LUNCH.**
22
23
24
25
26
27
28
29
30

13:06:35 1 **THE TRIBUNAL RESUMED AS FOLLOWS AT 2:00 P.M.:**

2

3 MR. QUINN: Good afternoon, Sir.

4

14:06:43 5 Mr. James McKenna, please.

6

7 MR. GARDINER: Paul Gardiner, senior counsel I appear on behalf of

8 Mr. McKenna.

9

14:06:52 10 CHAIRMAN: Thank you.

11

12 **MR. JAMES MCKENNA HAVING BEEN SWORN, WAS QUESTIONED BY**

13 **MR. QUINN AS FOLLOWS:**

14

14:07:09 15 CHAIRMAN: Good afternoon, Mr. McKenna.

16

17 Q. 475 MR. QUINN: Good afternoon, Mr. McKenna.

18 A. Good afternoon.

19 Q. 476 Mr. McKenna, I think you are an officer of Green Properties Limited, isn't that

14:07:19 20 right?

21 A. I am a director of the company.

22 Q. 477 You are a director of the company. And I think you were a director of the
23 company back in 1989 and 1990, would that be correct?

24 A. That's correct.

14:07:30 25 Q. 478 And I think at that time, I think Mr. John Corcoran was the managing director
26 of the company?

27 A. That's correct.

28 Q. 479 And I think we'll come to in a moment how the company developed over the years.

29 But it would be fair to say that originally it was a private limited company

14:07:44 30 and Mr. Corcoran was a major shareholder in or around 1985, I think the company

- 14:07:49 1 went public, is that correct?
- 2 A. That's correct.
- 3 Q. 480 Had you been involved with Mr. Corcoran going back to the period prior to 1985?
- 4 A. I joined the company in 1980 and became a director in 1983.
- 14:08:00 5 Q. 481 Now Mr. Corcoran, we know left the company I think in 1993. Do you know when
- 6 in 1993 he left?
- 7 A. From memory I think it was mid 1993.
- 8 Q. 482 Yes, I think that would be, do you know which month or?
- 9 A. I'm not sure.
- 14:08:14 10 Q. 483 You're not sure, okay. Now, I think the Tribunal wrote to Green Properties plc
- 11 initially on the 21st of February 2000, and we see that letter at 25477 and
- 12 25478. And at that stage, I think the Tribunal was enquiring into the
- 13 relationship between Green Properties Limited and Mr. George Redmond and
- 14 following on that correspondence, I think you attended with your solicitors at
- 14:08:39 15 a private hearing or a private meeting of the Tribunal attended by counsel to
- 16 the Tribunal and you were accompanied I think by your solicitor or the
- 17 solicitors to Green Properties, isn't that right and I think that meeting took
- 18 place on the 7th of March?
- 19 A. That's correct.
- 14:08:53 20 Q. 484 And if we look at 25485, I think the Tribunal wrote to Green Properties
- 21 solicitors arising out of that meeting and they raised certain issues in
- 22 relation to the matters which were dealt with at the Tribunal interview which I
- 23 referred to. And if we could have 2785 please. On the 10th of March 2000, the
- 24 solicitors for Green Properties wrote to the Tribunal in response to the letter
- 14:09:26 25 which I referred to a moment ago and advised the Tribunal as follows:
- 26
- 27 "That having discussed the points raised with Mr. McKenna, we wish to confirm
- 28 that our clients are happy to comply with your requests to furnish relevant
- 29 documents and to provide a letter of consent in relation to the third parties."
- 14:09:37 30

14:09:37 1 And then there was an issue about the category of documents. In the meantime
2 it says "I am now enclosing a book of documents relevant to your initial
3 request of the 21st of February 2000. That book also contained a schedule of
4 political donations for the period 1988 to 1998. I note that the request in
14:09:53 5 your letter 7th of March 2000, is slightly wider in that it refers to all
6 documents and letters relating to political donations from 1985 to date. I am
7 under the impression that the enclosed documentation may be sufficient for the
8 meantime and that my clients would only have to extend their search to 1985
9 should this prove necessary."

14:10:11 10
11 And then I think enclosed that was a letter which I think had been written by
12 the director's secretary, Mr. McDowell to the Revenue at 2782, which enclosed I
13 think a schedule of political donations made by the company and that schedule
14 is it at 2783. And I will leave that schedule for the moment if I may.

14:10:34 15
16 I think going forward at 24579 on the 23rd of March 2000, Green Properties
17 wrote to KPMG authorising them to provide to the Tribunal documents in their
18 possession in relation to and in four matters mentioned in particular paragraph
19 D "it was political donations to members of the Oireachtas and/or County
14:11:00 20 Council and/or Dublin Corporation from 1985 onwards". And I think that Keating
21 & Associates and in particular Mr. Pat Keating on the 12th of April 2000, wrote
22 to the Tribunal in relation to his involvement with the company and the
23 company's involvement with Mr. Redmond, isn't that correct, and that's at 25480
24 and 24581 and enclosed with that letter was a letter from Mr. Keating to
14:11:29 25 Mr. McDowell dated the 10th of November 1998, and that's at 25482 and 25484.

26
27 Now, there matters lay in and I think on the 22nd of December 2000, at 2787
28 Mr. Messrs. Delahunt solicitors acting on behalf of the late Mr. Liam Lawlor
29 wrote to Green Properties plc advising them of his requirement to make
14:11:56 30 discovery to the Tribunal. Enclosing an authority and asking for all

14:12:02 1 documentation in the possession of Green Properties in relation to his contacts
2 with them over the years, isn't that correct?

3 A. That's correct

4 Q. 485 And I think at 2788 the solicitors to Green Properties on the 5th of January
14:12:15 5 2001, responded to that letter from Delahunt solicitors on behalf of Mr. Lawlor
6 and having acknowledged receipt of the letter stated "We were instructed that
7 our clients have no documents within its possession which relates to your
8 client in any way at all" isn't that correct?

9 A. That's correct.

14:12:31 10 Q. 486 And then if we go to 2789, I think on the 14th of August 2001, Mr. Lawlor again
11 wrote to Green Properties plc and on this occasion I think in the first
12 paragraph of that letter he says "When submitting details as part of our
13 discovery process to comply with the Tribunal of Inquiry into Certain Planning
14 Matters and Payments in the High Court judgements I have listed in the schedule
14:12:53 15 a political contributions what I recollect receiving from your company since
16 entering into public life in June 1977. The amount being 35,000 pounds" isn't
17 that's correct?

18 A. That's correct.

19 Q. 487 So as of the 14th of August 2001, it became obvious that Mr. Lawlor was
14:13:09 20 suggesting that he had received from a period after 1977, a sum of 35,000
21 pounds from Green Properties plc, isn't that correct?

22 A. That's what he said in his statements, yes.

23 Q. 488 And if we could have 2791 please, on 24th August 2001, I think the solicitors
24 to Green Properties again wrote to Mr. Lawlor, arising out of that
14:13:31 25 correspondence it says:

26
27 "As you are aware, Messrs. Delahunt your formers solicitors wrote to Green
28 Property on the 22nd of December 2000, seeking copies of any documents within
29 Green Properties possession in relation to any previous dealings between
14:13:44 30 yourself and Green Properties since the 18th of June 1974. Green Property

14:13:48 1 asked us to reply on their behalf and we enclose a copy of our letter to
2 Messrs. Delahunt dated 5th of January 2001, which confirmed that Green
3 Properties had no documents within it's possession which related to you in any
4 way. Green Properties are surprised that you recollect receiving since June
14:14:03 5 1977 the sum of 35,000 pounds from Green Properties by way of political
6 donations. As to the best of nature knowledge, they have never made a
7 political donation to you. Green Properties accountants prepare a review of
8 the political donations made by Green Property and this review identifies no
9 donations having been made to yourself.

14:14:27 10
11 Green Property's position is as stated above but if you have any information
12 whatsoever in relation to any alleged donation made by Green Property to
13 yourself since June 1977, then please provide such details to us and Green
14 Properties will investigate the matter further."

14:14:36 15
16 And then I think on the 28th of August 2001, at 2793 Mr. Lawlor wrote to the
17 solicitors to Green Properties and said "In order to assist Green Property
18 company research their financial records, the contributions were made by cheque
19 by the then managing director Mr. John Corcoran. My recollection is that on
14:14:57 20 two and possibly three occasions of the companies offices at Earlsfort Terrace
21 I met by appointment with Mr. Corcoran. These meetings were arranged by his
22 secretary" and he gives the name of the secretary, isn't that's correct?

23 A. That's correct.

24 Q. 489 He goes on to say that it should be noted that throughout the '80s I had a
14:15:13 25 number other meetings with Mr. John Corcoran, the company's planing consultant
26 Gareth May and on a couple of occasions I met with Mr. Pat McCormack" and he
27 sets out the details of those contacts at 2794. He says I recall a meeting, an
28 accountant from SKC acting on behalf of the company, the meeting in
29 Blanchardstown I recall any names a solicitor being in attendance as a
14:15:37 30 representative of Green Property company. The basis of these discussions in

14:15:39 1 the '80s centres property company pursuing the commencement of Blanchardstown
2 town centre. Also during a couple of meetings with Mr. John Corcoran, the
3 possibility of the then merger take-over, ongoing co-operation arrangements
4 with Monarch Properties was discussed. My recollection is that there was
14:15:53 5 publicity about this possible take over at the time. John Corcoran was aware
6 that I knew the principal of Monarch Properties, Mr. Phil Monaghan for many
7 years. I may have facilitated a meeting or some form of discussion. My
8 recollection is that I never attended any such meetings".
9

14:16:08 10 And he for convenience sakes enclosed with that at 2795, a key to elections
11 held between 1974 and the date of that letter which was August 2001, isn't that
12 correct?

13 A. That's correct.

14 Q. 490 And at 2796 the solicitors to Green Properties in a letter dated the 1st of
14:16:29 15 October 2001, responded to that letter as follows "We confirm that Green
16 Properties have requested their bankers to carry out a review of the payments
17 during relevant period and we shall revert to you as soon as we receive further
18 instructions". And at 2797 Mr. Lawlor wrote this time directly to the managing
19 director of Green Properties in an undated letter but it appears to have been
14:16:52 20 dated the 18th of February 2002. And he set out greater detail of the contacts
21 and meetings he had. And the circumstances under which those meetings took
22 place, isn't that right?

23 A. That's right.

24 Q. 491 And I don't propose to unless you require me to do so, to go into any detail in
14:17:08 25 relation to the letter. But at 2798, I think he advised the managing director
26 that Mr. John Corcoran was lobbying for government for approval of a capital to
27 be made available to the then County Council to construct the Navan Road dual
28 carriageway by by-passing the Blanchardstown village, isn't that correct? He
29 had referred earlier to I think two planning applications in respect of the
14:17:29 30 property at Blanchardstown.

14:17:32 1 And he went on to deal with the 1987 review of the Development Plan and he says
2 "during that Mr. Corcoran, Mr. Pat McCormack and your planning consultant
3 Gareth May, made a number of presentations to the Blanchardstown Community
4 Groups and Residents Associations at which I was in attendance along with the
14:17:48 5 other public representatives of local and national level representing
6 Blanchardstown. This process led to the letter copy enclosed from Mr. John
7 Corcoran to Tom Boland, member then of chairman of Dublin County Council as set
8 out in the letter the Council agreed with Mr. Corcoran's wishes of 250,000
9 square foot cap was written into the County Development Plan statement".

14:18:10 10
11 He then goes on on the third paragraph "During that period Mr. John Corcoran
12 made political contributions to my election campaign/constituency costs/office
13 costs. My recollection is that the contributions amounted to 30 -- 35,000
14 pounds over the previous years". And as a post script to that he says "PS,
14:18:28 15 documents may also exist in relation to efforts to secure tax designation for
16 the Blanchardstown centre site".

17
18 CHAIRMAN: Mr. Quinn could we just have the page. Sorry.

19 Q. 492 MR. QUINN: Now, on the 4th of March 2002 at 2084 I think Green Properties
14:18:46 20 solicitors again wrote to Mr. Lawlor in relation to that correspondence. And
21 advised him that "the current position was that Green Property bankers had been
22 unable to find any records of any payments made to him during the period to
23 which he had referred. Whilst you have provided further narrative information
24 in your recent letter, we do not believe that this will assist Green Property
14:19:10 25 bankers in identifying any payments allegedly made.

26
27 On this basis in order to assist Green Properties please provide us with the
28 following information. Specific dates for the payments were allegedly made.
29 Payee of any such alleged payments and the specific amounts of any such alleged
14:19:24 30 payments. And he said that finally Mr. Corcoran retired from Green Properties

- 14:19:29 1 in 1993 and since that date had no involvement in Green Properties. For this
2 reason our client does not have a current address for Mr. Corcoran."
3
4 I think one of the matters being sought by Mr. Lawlor was an address for Green,
14:19:43 5 for Mr. Corcoran, isn't that correct?
6 A. That's correct.
7 Q. 493 And if we look at 2806. On the 6th of March 2002, Mr. Lawlor wrote to the
8 solicitor for Green Properties in response to that letter and said that "The
9 information you require is as follows. My recollection is from 1981 to 1989.
14:20:03 10 B payee would have been Liam Lawlor and C 17, 000 pounds cheque in the balance
11 in varying amounts."
12
13 You agree with me that seems to suggest that the balance in varying amounts
14 would appear to be a balance in cash or draft?
14:20:19 15 A. No, I don't agree with that.
16 Q. 494 So your interpretation of the 17, 000 pounds cheque is that there would have
17 been one cheque for 17, 000 pounds and that the balance would have been by
18 various cheques and various amounts?
19 A. Just couldn't find records of any payments to Mr. Lawlor.
14:20:35 20 Q. 495 At the moment I want to try and interpret what your understanding of
21 Mr. Lawlor's letter when you received it or eventually saw it. 17,000 pounds
22 cheque and the balance in varying amounts he said. I am suggesting to you that
23 seems to suggest that Mr. Lawlor was suggesting to you that there had been a
24 cheque for 17,000 pounds and that the balance had been paid in varying amounts
14:20:55 25 suggesting other than by way of cheque?
26 A. It's Mr. Lawlor's statement. I am not going to analyse it. He made the
27 statement.
28 Q. 496 When you received it presumably you did analyse it?
29 A. We had no record of a cheque.
14:21:13 30 Q. 497 I will come to the cheque on the records at the moment. At this stage on the

14:21:16 1 6th of March 2002, you had somebody writing to you who had been the subject of
2 the Tribunal and the subject of orders for discovery advising you that he had
3 received 35,000 pounds from your company, isn't that correct?

4 A. That's correct.

14:21:28 5 Q. 498 And he is advising you here when you ask him who was the payee he is advising
6 you that in fact the payee was Mr. Lawlor and that the payments were by way of
7 17,000 pounds cheque and the balance in varying amounts?

8 A. That's what he said.

9 Q. 499 Yes. Well did you understand the balance in varying amounts to refer to a
14:21:46 10 balance being paid by way of cheque in varying amounts or a balance being paid
11 in cash?

12 A. It really didn't mean anything to me.

13 Q. 500 Were you involved in the --
14

14:21:55 15 JUDGE FAHERTY: Mr. McKenna, would you not have to. Just in relation to that.
16 You actually had to have a starting point in order to conduct a search. For
17 example, the cheque payments journal or whatever mechanism Green might have for
18 paying either creditors or whatever?

19 A. That's correct.

14:22:16 20
21 JUDGE FAHERTY: Or perhaps the catty cash book if it was a payment other than
22 by cheque. So I think that's really where Mr. Quinn is coming from.

23 A. Whether Mr. Quinn is implying by cheque or cash I can't comment on that.
24

14:22:30 25 JUDGE FAHERTY: I appreciate that. But obviously all you could do presumably
26 is Green would have recourse to your books and records.

27 A. Exactly, that's correct.

28 Q. 501 MR. QUINN: Now, I think at 2807 we see a letter to you now from the Tribunal
29 dated the 15th of March 2002, and the Tribunal is advising you that they had
14:22:50 30 received the correspondence between Mr. Lawlor and his solicitors and Green

- 14:22:54 1 Properties, isn't that right?
- 2 A. That's correct.
- 3 Q. 502 And you are being advised very fairly by the Tribunal that this correspondence
4 seems to suggest that the sum estimated at 35,000 pounds had been received by
14:23:05 5 Mr. Lawlor from Green Properties, isn't that correct?
- 6 A. That's correct.
- 7 Q. 503 And there were a series of queries raised in relation to that and a narrative
8 statement sought, isn't that correct?
- 9 A. That's correct.
- 14:23:15 10 Q. 504 And I think on the 22nd of March 2002, at 2811, the Tribunal wrote and advised
11 you that in relation to the Lawlor invoices disclosed in the recent High Court
12 proceedings invoices were issued in a series of names including Comex trading,
13 Long Consultant, Long Associates, Industrial Consultants, Industrial
14 Consultants Associates, Industrial Consultants International Demographic and
14:23:40 15 Strategic Consultants and King & Co, isn't that right?
- 16 A. That's correct.
- 17 Q. 505 And just to revert just momentarily to the letter of the 15th of March 2002, at
18 2807. You were advised I think at 2809, in the second last page of that letter
19 under the heading the existence of -- the extent of your investigations.
14:24:06 20 "Arising from previous experience the Tribunal finds it necessary to state the
21 following" and you were advised that "payments of the type of the investigation
22 by the Tribunal are not always easily identifiable in the books and records of
23 the payer. Such payments may have been entered into the books of accounts as
24 payments other than the payee under inquiry."
- 14:24:20 25
- 26 At 2810 "Such payments may have been made on foot of invoices for goods or
27 services whether in the name of the payee under inquiry or otherwise. And such
28 payments may have been made through an offshore company, servant, agent,
29 advisor, or nominee associated with the payer and or the payee respectively or
14:24:37 30 jointly. And an alleged payer from the Tribunal seeks information is not

14:24:40 1 entitled to limit his/her/its investigation of his/her/its own affairs to
2 written records but must also inquire whilst preserving the confidentiality of
3 the work of the Tribunal of such persons as it considers appropriate." Isn't
4 that correct?

14:24:55 5 A. That's correct.

6 Q. 506 And as I say, at 2811 we see the letter advising you of entities that
7 Mr. Lawlor has identified as being involved in the payments to him, isn't that
8 right?

9 A. That's correct.

14:25:07 10 Q. 507 And at 2813, I think an order was made dated 28th of March 2002, directing
11 Green Properties to provide three categories of documents effectively; category
12 A were documents in relation to payments made by Green to Mr. Lawlor or his
13 associated companies.
14 Category B were all payments made to public representatives and category C were
14:25:31 15 all payments made to officials, isn't that correct?

16 A. That's correct.

17 Q. 508 Now, I think then and I think there was a document then delivered to the
18 Tribunal by your solicitor by the solicitors to Green Properties arising out of
19 that letter and of the 15th of March, which I referred to a moment ago and
14:25:59 20 which is to be found between pages 2814 and 2854. Could I have 2814 please.
21 Now, you are familiar with this document I take it, Mr. McKenna?

22 A. I am.

23 Q. 509 I think you were involved in compiling this document?

24 A. I was involved in the compilation, I was.

14:26:33 25 Q. 510 So presumably you brought to bear your knowledge of the workings of Green
26 Properties and your knowledge of the matters which were under investigation
27 when you came to compile this rather comprehensive document, isn't that right?

28 A. That's correct.

29 Q. 511 And it's entitled I think "information statement of Green Property plc Green
14:26:55 30 submitted to the Tribunal of Inquiry" and I think it says "the following

14:26:58 1 information statement had been prepared by Green in reply to the request of
2 Tribunal articulated in their letter 15th of March 2002, to furnish the
3 statement detailing information under the following headings.
4

14:27:11 5 Nature of the business activities conducted by Green since the commencement
6 thereof". It is not my intention unless I am required to do so to read in
7 detail all of this document. But I am going to try and summarise it insofar as
8 I can. And if I can omit anything that you consider relevant or if I
9 misrepresent anything that's in the document, please correct me.

14:27:31 10 A. That's fine.

11 Q. 512 I think it's fair to say that the document suggests that Green commenced
12 operation in 1966 with the assembly of a site at Hume Street, in Stephen's
13 Green in Dublin, isn't that right?

14 A. That's correct.

14:27:44 15 Q. 513 And then it goes on to deal with its construction which appears to have
16 commenced in 1972, with four blocks of high quality office accommodation being
17 developed, isn't that's correct?

18 A. That's correct.

19 Q. 514 And it says "Further developments were undertaken including office building at
14:27:55 20 Earlsfort Terrace which was completed in 1975, and the refurbishment of several
21 small offices and shop properties. By 1967 Green, together with Dublin
22 Corporation agreed to undertake the joint development of the north side
23 shopping centre in Coolock in Dublin" Is that correct?

24 A. That's correct.

14:28:12 25 Q. 515 And I think the first phase of that project was completed in 1970. And then I
26 think it goes on to say "that other shopping development included saint -- a
27 shopping arcade at Patrick's Street in Cork and then a joint development with
28 New Ireland Insurance Company of a shopping centre in Waterford. By 1968 it
29 had purchased two properties William Street in Limerick consisting of a ground
14:28:37 30 floor areas with office space overhead".

14:28:39 1 And then I think it says that "the assembly of an 88 acres site at
2 Blanchardstown County Dublin which was zoned for new town centre commercial
3 development was commenced by Green in 1972. Details of Green's development
4 plans for this site were originally set out on page 11 of Green's listing
14:28:56 5 particulars created by Green for the purpose of their stock market flotation in
6 1985."

7
8 And I think it goes on to say that "Green diversified into the Dublin
9 industrial property sector in 1975, by purchasing 25 acres of industrial land
14:29:23 10 at locations around Dublin".

11 A. That's right.

12 Q. 516 But it's fair to say that at this stage, that is to say that by 1972, Green
13 Properties are the owners of a designated site for town centre development at
14 Blanchardstown.

14:29:24 15 A. That's correct.

16 Q. 517 And that site is as I say has been designated under the Development Plan, the
17 Myles Wright Report, the 1972 plan, which was then in being and I think by 1983
18 it continued to hold on to that designation, isn't that correct?

19 A. That's correct.

14:29:40 20 Q. 518 At 2815, I think you deal with the various reports of the company Green
21 Property plc as it was known after 1985, isn't that correct?

22 A. That's correct.

23 Q. 519 And I think you say that the first report of 1985 in relation to Blanchardstown
24 suggested that on the 3rd of February 1986, full planning permission had been
14:30:03 25 granted to Green by An Bord Pleanala for the town centre development at
26 Blanchardstown. The report went on to state that greater interest in the
27 retail space to be provided had been shown by large stores and other retailers.
28 Just in relation to that. That planning permission from An Bord Pleanala.
29 What size shopping centre was envisaged by that planning permission?

14:30:22 30 A. From memory 525,000 square feet.

- 14:30:26 1 Q. 520 I think you say that "the 1986 annual report in relation to Blanchardstown
2 advised that the larger plans had to be redrawn for Blanchardstown, which now
3 included leisure facilities within the centre to provide for the large local
4 population in addition to the public facilities already planned". In other
14:30:46 5 words there are a fresh revised planning application had been submitted?
6 A. That's correct.
7 Q. 521 And I think the 1987 report recorded that planning permission for a large
8 shopping centre at Blanchardstown had now been granted in June 1987 by the
9 relevant local authority and the matter was now before An Bord Pleanala. What
14:31:04 10 size shopping centre was now proposed can you recall?
11 A. That may be the 525,000 square feet one, I can't confirm.
12 Q. 522 Okay. The 1988 report, I think set out in future that the Blanchardstown
13 development would be known as Dublin West 1 and noted that no development had
14 been undertaken as of that date as the necessary road network as set out in the
14:31:26 15 planning permission was not yet in place, is that correct?
16 A. That's correct.
17 Q. 523 And I think in the report also set out that the scale of development would be a
18 centre of 1.1 million square feet of floor space, is that correct?
19 A. That's correct.
14:31:39 20 Q. 524 I think the development at Blanchardstown was dependent on the upgrading of the
21 --
22 A. Construction work.
23 Q. 525 -- the new road?
24 A. Yes.
14:31:48 25 Q. 526 The 1989 report I think acknowledged that the property market in Ireland had
26 been -- out performed extremely well that year and I think the development at
27 Blanchardstown was still delayed owing to difficulties over tax designation as
28 per the annual report for that year, is that correct?
29 A. Made an application yes, de facto.
14:32:09 30 Q. 527 And in the 1990 annual report, you say "it was unremarkable but the 1991 annual

- 14:32:15 1 report stated that the Irish property market had been weak during that year" is
2 that correct?
- 3 A. That's correct.
- 4 Q. 528 And I think that the report noted that with regard to its plan, Blanchardstown
14:32:24 5 town centre, a difficulty had arisen arising from Dublin County Council's
6 decision to vote in favour of a proposed proposal to rezone 187 acres of land
7 which was formally zoned for industrial development land, less than two miles
8 away from Quarryvale. Quarryvale promoters according to the report wanted to
9 develop a vast motorway shopping centre which would compete directly with
10 Blanchardstown development and which had originally been planned for
11 Ronanstown.
12
- 13 You say that the annual report strongly criticised these proposals as being
14 totally out of line with long-standing Council policy, a policy which had
15 influenced business development in the area over the past two decades and it
14:33:02 16 says that for this reason report stated that the board was confident proposed
17 Quarryvale rezoning would be overturned.
18
- 19 If we could have 2817 please. I think the 1992 report stated in relation to
14:33:21 20 Blanchardstown that the development was noted that Green had been "successful
21 in winning the support of Dublin County Council in limiting the sides of the
22 proposed development in Quarryvale to 250,000 square feet and that as a
23 consequence work on the Blanchardstown development would resume during the
24 1993. The report further set out that John Sisk and Sons Limited contractors
14:33:48 25 and the investment Bank of Ireland limited was to advise the board on financing
26 for the Blanchardstown project".
27
- 28 So I think that was the position in 1992?
- 29 A. Yeah, that's correct.
- 14:33:56 30 Q. 529 Then it says the Green annual report for 1993 recorded the company's having pre

- 14:34:12 1 tax profits of 2.144 million, is that correct?
- 2 A. That's correct.
- 3 Q. 530 And I think in relation to the proposed Blanchardstown town centre this was
- 4 again being delayed as the commercial viability of the project had not been
- 14:34:14 5 fully underpinned by that time, is that correct?
- 6 A. That's correct.
- 7 Q. 531 And I think it says finally the 1993 report noted that John Corcoran the
- 8 founder of Green Property and its managing director had retired in mid 1993 and
- 9 had been replaced by Mr. Stephen Vernon, is that correct?
- 14:34:29 10 A. That's correct.
- 11 Q. 532 Now if I could have 25388 please. This is a document now that's an extract
- 12 dated the 15th of July 1993. And suggests that Mr. Corcoran had resigned the
- 13 previous week. Okay. And if I could just look at the second paragraph "the
- 14 immense controversy about Quarryvale which erupted during the June 1991 Local
- 14:35:02 15 Elections, leading to many of the most prominent rezoners losing their seats
- 16 obviously had a sobering effect on the councillors. After a marathon 7 hour
- 17 meeting last December they decided unanimously in favour of capping the retail
- 18 element of the scheme at 250,000 square feet.
- 19
- 14:35:18 20 There had been intense lobbying by the Quarryvale developer and by the Green
- 21 Property company which had yet to start building its town center scheme for
- 22 Blanchardstown. Its managing director, John Corcoran who had said that the
- 23 work would start as soon as Green found a joint venture partner announced his
- 24 retirement last week, saying that property was a young man's job".
- 14:35:39 25
- 26 So that seems to suggest that Mr. Corcoran had retired somewhere around the
- 27 first week in July 1993, would that be?
- 28 A. I think that is correct.
- 29 Q. 533 Now, if I could revert to 2817, please. In relation to the 1994 annual report
- 14:36:04 30 I think it's recorded in relation to Blanchardstown that in relation to

- 14:36:08 1 Blanchardstown development, the report noted that Dunnes Stores and Roches
2 Stores had signed agreements to become anchor tenants of the scheme and the
3 development as a whole, was proceeding on schedule, is that correct?
- 4 A. That's correct.
- 14:36:17 5 Q. 534 Just reverting to 1993, was the issue of tax designation an issue in 1993 also?
- 6 A. I don't think it was in fact at that stage whether the centre would be built or
7 not. I think work commenced because the '93 report was written in March 1994.
8 It refers to the accounts 31st of September 1993 and they were in at an
9 advanced stage of starting work at that stage.
- 14:36:45 10 Q. 535 Now, I think then your report at pages 2817 and 2818, 2819 go on to list the
11 names of the individuals who held or had held executive positions within Green
12 from the outset, isn't that right?
- 13 A. That's correct.
- 14 Q. 536 And those included as we say Mr. Corcoran, who had been the managing director
15 from the formation of Green in 1965. And I think at paragraph 3 at 2817 it
16 records that Joseph McKenna commercial director joined Green in 1980 and was
17 appointed to the board in September 1983. So you were a board member by date
18 of flotation in 1985?
- 19 A. That's correct.
- 14:37:23 20 Q. 537 Now at 2819, under item C you give the names of companies with private or
21 public such as Windar Limited through which Green had conducted transactions
22 from 1980 to 1994. And we see these companies at pages 2819, 2820, 2821, 2822,
23 2823 and 2824. And just at 2820, the very last company there is Windar Limited
24 which had an issue share capital of 2 pounds, a percentage held by Green Group
14:38:01 25 was 100 per cent and the nature of the business was described as dormant, isn't
26 that correct?
- 27 A. That's correct.
- 28 Q. 538 Windar was the company which had expressed an interest in property the property
29 of Dublin Corporation at Quarryvale and had been involved in the tendering
14:38:18 30 process on behalf of Green, isn't that correct?

- 14:38:20 1 A. That's correct.
- 2 Q. 539 I will deal with that in a moment. At 2824, I think under item D you give the
3 names and addresses of the accountants and auditors of Green from the outset.
4 And at 2825, I think in this fairly comprehensive report you deal with the
14:38:35 5 names and addresses of all banking and other institutions in which the funds of
6 Green are or have been held within or outside the state whether held by
7 nominees, trustees, advisors, agents or otherwise, isn't that correct?
- 8 A. That's correct.
- 9 Q. 540 You say that the banking institutions with whom Green held funds during the
14:38:49 10 period 1980 to 1994 are as follows. AIB, South Richmond Street, Dublin 2; NIB
11 48 Lower Baggot Street, Dublin 2. Bank of Ireland, Walkinstown, Dublin 12.
12 Allied Irish Bank 100, Grafton Street, AIB, 2 Lower Baggot Street, Dublin 2,
13 Allied Irish Bank, Bruton Street, London and Bank of Ireland Berkley Square
14 London, isn't that correct?
- 14:39:14 15 A. That's correct.
- 16 Q. 541 I think by this stage at some stage in 90's Green had developed a UK profile,
17 isn't that right?
- 18 A. 1989 I think.
- 19 Q. 542 1989. And then under item F at 2825 I think you give the accounting and
14:39:35 20 financial proceeds applying at present in the past in respect of payments of
21 cheques and cash from the funds of Green whether the purpose of such payment
22 was discharging of trade debtors, repayment of loans, payment upon trading
23 relating expenses, political donations or otherwise, isn't that correct?
- 24 A. That's correct.
- 14:39:47 25 Q. 543 And basically what you are suggesting there is that no one individual in Green
26 could make a payment to a third party without a countersignature or
27 signatories, isn't that right?
- 28 A. That's correct.
- 29 Q. 544 I think you say that Green's internal procedures are subject to control by the
14:40:02 30 Green board of directors own internal audit committee, is that correct?

- 14:40:07 1 A. That's correct.
- 2 Q. 545 And I think at 2826 you go on to say that Green's internal controls are
- 3 governed by the defined procedures recorded in an internal company instruction
- 4 which is attached at appendix two. And you say by way of summary it is
- 14:40:22 5 possible to make the following general statement with respect to payments and
- 6 cheques and cash from the funds of Green.
- 7
- 8 1. An invoice or some other appropriate request for payment would be received
- 9 by Green. This invoice/request for payment has to be approved at appropriate
- 14:40:37 10 level within Green.
- 11 2. A person at the appropriate level will then fill out requisition for payment
- 12 form.
- 13 3. The requisition will be sent to the accounts department with the original
- 14 invoice/request for payment.
- 14:40:50 15 4. The cheque would then be drawn by the accounts department and;
- 16 5. The cheque will then require the signature of one authorised signatory for
- 17 less than 1,500 pounds or 2 authorised signatories where the cheque is in
- 18 excess of 1,500". Is that Euro or Pounds?
- 19 A. It would have been pounds then.
- 14:41:09 20 Q. 546 That's what I thought. "before it can be sent to the party requiring payment.
- 21 A full list of Green's authorised signatories is recorded in an internal
- 22 company document entitled "schedule of designated authorities" and that's at
- 23 appendix 3. And if we could have 2849, please. We see there a list of
- 24 authorised signatories, isn't that correct?
- 14:41:32 25 A. That's correct.
- 26 Q. 547 Including yourself.
- 27 A. That's correct.
- 28 Q. 548 And Mr. McDowell.
- 29 A. That's right.
- 14:41:36 30 Q. 549 And if we can revert to 2826. Item G then was a query on the history of the

14:41:44 1 involvement of Mr. Corcoran with Green to include the positions he held and the
2 nature and scope of his functions and duties. And I think you advised the
3 Tribunal that he was the managing director and founding shareholder of Green
4 from its formation in 1965 and played a major role in its development from that
14:42:00 5 date. That he held the position of managing director from 1965 up until the
6 time of his retirement in mid 1993, when he was replaced by Mr. Stephen Vernon.
7 During this period as managing director, Mr. Corcoran was responsible for the
8 day-to-day operations of Green and he was in charge of implementing board
9 policy from 1965 to the time of his retirement in 1993.

14:42:20 10
11 Then at paragraph H you were asked to provide details of all holdings of Green
12 Property held by or on behalf of, or for the benefit of Green, whether held by
13 freehold, lease hold or otherwise. And at pages 2826, 2827, 2828, 2829 you
14 outline there all of the various properties held, isn't that correct?

14:42:39 15 A. That's correct.

16 Q. 550 At 2829 you deal with all dealings between Green and any local authority
17 whether concerning rezoning, planning permission, acquisitions or disposals of
18 land or otherwise. At 2830 and at 2831 you outline Green's involvement
19 particularly with in relation to Quarryvale, isn't that correct?

14:42:58 20 A. That's correct.

21 Q. 551 And you advise the Tribunal that in 1989, Green sought a tax designation to be
22 given to their town centre development in Blanchardstown in line with its
23 simpler tax designation which the Department of the Environment had previously
24 granted to the town centre development at Tallaght. And he said that
14:43:16 25 notwithstanding the fact that Green provided that the Department of the
26 Environment with strong arguments and evidence to support the merits of their
27 proposal, Green were unsuccessful in obtaining such a designation.

28
29 And you said that by the time of the Green's annual report 1991, development of
14:43:30 30 the site proposed Blanchardstown town centre which had commenced in June 1990,

14:43:34 1 was suspended because of the threat provided by plans to develop alternative
2 site at Quarryvale.

3
4 And you set out what was stated at that time by the board of Green, isn't that
14:43:45 5 correct?

6 A. That's correct.

7 Q. 552 And at 2831 I think at item J, you set out all dealings between Green and any
8 public representatives or political party including Mr. Liam Lawlor TD, isn't
9 that right?

14:43:59 10 A. That's correct.

11 Q. 553 And you say dealings between Green and public representatives. You say "Green
12 would not normally have had any need for contact in any significant context
13 with public representatives and Green would ordinarily have dealt with planning
14 officials. This especially the case as Green never to the best of its

14:44:15 15 knowledge rezoning of a development plan or planning permission in
16 contravention of the Development Plan which would require a decision from
17 officials. The one notable exception to the above would have occurred in
18 relation to Green's contact with public representatives arising out of the
19 decision of Dublin County Council, taken on the 16th of May 1991 to rezone
14:44:35 20 lands at Quarryvale to permit the development of the town centre development of
21 approximately 187 acres in an area less than two miles from Green's zoned
22 proposed development centre at Blanchardstown.

23
24 You explained that Green strenuously opposed the development and in the
14:44:55 25 aftermath of the proposed rezoning Green sought to meet with every single
26 Dublin County councillor for the purposes of articulating its opposition to the
27 rezoning. And that Mr. Corcoran did in fact meet approximately 83 councillors
28 at that time. And I think one of the additional matters was that Mr. Corcoran
29 or Green Properties retained the services of a PR consultant, either Grayling
14:45:18 30 or Mr. Keating to act on its behalf, isn't that right?

- 14:45:22 1 A. That's correct.
- 2 Q. 554 And I think at item B dealings between Green and political parties. You say
- 3 Green had previously furnished to the Tribunal, a schedule setting out the
- 4 donations made to all political parties for the period '89 to '98. And that
- 14:45:34 5 was again repeated at appendix 7, isn't that correct?
- 6 A. That's correct.
- 7 Q. 555 Item C. Dealings between Green and Liam Lawlor.
- 8
- 9 And the document this time records the fact that Green who had been advised by
- 14:45:55 10 Mr. Corcoran that he met Liam Lawlor on several occasions as referred to by
- 11 Mr. Lawlor in his letters to the Tribunal in the late 1980's/1990's/1991. It
- 12 says that Mr. Corcoran advised Green that these meetings were at the behest of
- 13 Mr. Lawlor and the purpose of such meetings was for Mr. Lawlor to reassure
- 14 Green as to the extent of the proposed development at Quarryvale as Green
- 14:46:19 15 feared this development would be adverse to its own proposed development at
- 16 Blanchardstown
- 17
- 18 Mr. Corcoran has stated at these meetings he was assured by Mr. Lawlor that the
- 19 size of the lands proposed to be rezoned at Quarryvale amounted to no more than
- 14:46:31 20 300,000 square feet and that there was nothing for Green to be concerned with.
- 21 It is Mr. Corcoran's opinion in hindsight, that the purpose of these meetings
- 22 was to prevent Green from going public and its objections to the proposed
- 23 rezoned of the lands at Quarryvale.
- 24
- 14:46:49 25 And then at item K, I think you dealt with payments or benefits conferred on
- 26 political parties and public representatives, isn't that correct?
- 27 A. That's correct.
- 28 Q. 556 And you say "As stated above, Green had previously provided to the Tribunal, a
- 29 schedule of political donations for the period '89 to '98, and then no further
- 14:47:07 30 records existed relating to any additional political contributions".

14:47:11 1 And then you say "In relation to the specific issue of payments made to and/or
2 for the benefits conferred upon Mr. Lawlor TD. Green can find no records what
3 so ever of any payments to Mr. Lawlor at any time having carried out searches
4 itself and having asked it's auditors and bankers to carry out searches.

14:47:30 5 Mr. John Corcoran has informed Green that he did not make these payments by
6 cheque to Mr. Lawlor on behalf of Green totalling 35,000 pounds as has been
7 alleged by Mr. Lawlor either at the time of aforementioned meetings with
8 Mr. Lawlor in 1980's or at any time.

14:47:45 9
10 Mr. Corcoran has also advised Green that no cash payments were made by him to
11 Mr. Lawlor at any time. It was Mr. Corcoran's recollection that Mr. Lawlor
12 approached him in the course of an election campaign either in the late 1970's
13 or 1980's and asked Mr. Corcoran if Green would make a contribution to his
14 election campaign by paying an invoice either for 3,600 or 6,300 pounds, issued
14:48:06 15 by Print works, Kilmainham for works done by Mr. Lawlor in the course of that
16 election campaign.

17
18 Mr. Corcoran's recollection is that he agreed to discharge this invoice and
19 believed that Green did so, as Mr. Corcoran cannot recall the identity of the
14:48:21 20 payee or the date of payment, Green is not in a position to trace any such
21 payments.

22
23 And then item 11 gives details of the transfers of assets from Green exceeding
24 1,000 pounds to value of any individual or entity outside the State from 1975
14:48:42 25 to date and I think that's dealt with at 2833 and 2844, is that correct?

26 A. That's correct.

27 Q. 557 And then item M on 2834, deals with the names and address of all advisors,
28 servants or agents in Green involved in the tender by Windar Limited for the
29 purchase of lands held by the corporation at Irishtown dated 19th of May 1989,
14:49:04 30 isn't that correct?

- 14:49:14 1 A. That's correct.
- 2 Q. 558 Together with details of the bank supporting the payment of 210,000 pounds by
3 way of bank draft drawn in NIB for that accompanying that tender, isn't that
4 correct?
- 14:49:15 5 A. That's correct.
- 6 Q. 559 And I think you there talk about the fact that whilst Green originally were of
7 the view that the deposit was made by draft 210,000 in 1989, it appears
8 following discussions with the National Irish Bank that the tender payment was
9 sourced by two cheques for 210,000 and 10,500 pounds respectively, drawn on
14:49:34 10 Green Properties plc bank account and you give the number. You say that copies
11 of the cheques were accompanying that document, isn't that correct, and were to
12 be found in appendix 8, isn't that correct?
- 13 A. That's correct.
- 14 Q. 560 And you go on to deal with the tendering process. At 2835 you say that
14:49:51 15 Mr. John Corcoran acted on behalf of Green in relation to the tender.
16 Mr. Corcoran has informed Green that he presently resides at new lease address?
- 17 A. That's correct.
- 18 Q. 561 And at 2036, you set out a structure for the company in diagram form. At 2838
19 you again set out the controls which I referred to earlier and dated February
14:50:12 20 2002 but I think you have said earlier that they follow more or less the
21 pattern of controls that would have existed in the late '80s early '90s?
- 22 A. That's correct.
- 23 Q. 562 At 2839 we see those controls in relation to the structure and the issuing of
24 cheques which include the board being set up and schedule delegated authorities
14:50:30 25 for all level of transactions item 6, the board, along with the audit committee
26 would review the operations of the system of internal controls through
27 reporting of mediations discussions with management and review of the findings
28 of the external auditors.
29
- 14:50:44 30 And again we see operating controls referred to and information systems at

14:50:49 1 2840. At 2841 I think deals with the financial controls and there are 7 items
2 listed there by way of controls including the following. The group had a well
3 developed finance function which included two board members individual
4 financial controls had been appointed in the Dublin and London offices
14:51:10 5 supported by accounting teams. Management accounts, including profit and loss
6 accounts prepared professional basis quarterly and were subject to review by
7 the board, is that correct?
8 A. That's correct.
9 Q. 563 It says that the quality of the preparation is evidence by low level of
14:51:25 10 adjustment historically required to publish financial statements and year end
11 audited statements following the review by the company's auditors.
12 3. Lines of authority communications reporting unclear and are well
13 established and practiced. The goods accounting system generates sufficient
14 and adequate information for decision making purposes and for the control of
14:51:43 15 group's activities.
16 Item 4. The group operate a system of delegated authority significant
17 transactions are approved by the board, lower value transactions are conducted
18 by management must be reported to the board and all cheques, payments/funds
19 transfers requires signature by the restricted panel of signatories payments in
14:52:03 20 excess of 1,500 pounds or 1,000 pounds sterling respectively requires two
21 authorised signatures.
22
23 Payees accounts to which electronic transfers can be made have been restricted
24 by the board to the group's leading lending bank.
14:52:18 25
26 Borrowings and instruments could only be entered into with the permission of
27 the board.
28 6. New bank accounts may only be opened with board approval from Green
29 Properties plc or with the authorisation of the Financial Director and
14:52:32 30 director/secretary for subsidiary companies.

- 14:52:36 1
- 2 7. Says that the group's key detailed internal financial controls include;
- 3
- 4 1. The reconciliation of all bank accounts to bank statements on a monthly
- 14:52:44 5 basis with reconciliation reviewed by a member of management.
- 6 2. On a monthly basis accounts payable and accounts receivable or agreed from
- 7 the normal ledger to the creditors ledger.
- 8 3. Service charges expenditure periodically reviewed against budget.
- 9 4. Monthly review, capital expenditure against VAT, isn't that correct?
- 14:53:04 10 A. That's correct.
- 11 Q. 564 These procedures presumably were intended to ensure that the shareholders and
- 12 this publicly quoted company could be satisfied that there were the most
- 13 stringent controls over the expenditure of the company, isn't that correct?
- 14 A. That's correct.
- 14:53:20 15 Q. 565 There are further reviews at 2843, where the review of ... and expenditure
- 16 point of level property data was to be carried out, including a review of all
- 17 journals posted to the financial statements. It continues at 2845 again I
- 18 don't propose to go through all of those. But at 2846 I think there is an
- 19 appendix dealing with the development properties and in schedule of internal
- 14:53:47 20 control procedures. And it would be fair to say that that schedule appears to
- 21 suggest that in relation to each development there would be a separate ledger
- 22 code, is that correct?
- 23 A. That's correct.
- 24 Q. 566 And that each individual property development would have a capital expenditure
- 14:54:08 25 proposal signed off on by the appropriate authority authorising or indicating
- 26 the nature of the development, the approved expenditure and the estimate timing
- 27 of completion. From your experience would it be fair to say that these
- 28 controls would be the type of controls one would expect in most publicly quoted
- 29 companies?
- 14:54:19 30 A. I would accept that.

- 14:54:23 1 Q. 567 You were I think, a Financial Director of the company is that correct?
- 2 A. For two years that's correct.
- 3 Q. 568 Well what period were you?
- 4 A. From 1980 to 1982.
- 14:54:32 5 Q. 569 From 1980 to 1982. But by 1989/1990 you had moved on to be a full director?
- 6 A. In the operation of the company, the operations of the company that's correct.
- 7 Q. 570 And I can see the delegated authorities at 2848 and 2850 and then you set out
- 8 salaries. And then in relation to purchases at 2853, you said cheques will
- 9 only be prepared by the creditors payments department for signature by
- 14:55:00 10 authorised cheque signatories on the receipt of an invoice by the creditors
- 11 payment department authorised by the person understood to have authorisation
- 12 authority for that type of expenditure.
- 13
- 14 Overhead expenditure of greater than 2,500 pounds or 2,000 pounds sterling
- 14:55:15 15 would be approved by the relevant head of department. Overhead expenditure
- 16 greater than 12,500 pounds or 10,000 pounds sterling would be approved by the
- 17 managing director or finance directors, isn't that correct?
- 18 A. That's correct.
- 19 Q. 571 So I suggest to you that at that stage, that is to say by March 1992 and by
- 14:55:37 20 providing that document to the Tribunal, Green Properties plc were appraising
- 21 the Tribunal of the background to Green Properties, its association with
- 22 various parties including Mr. Lawlor, its operation, the internal controls
- 23 identifying its bank accounts etc, isn't that correct?
- 24 A. That's correct.
- 14:55:57 25
- 26 JUDGE FAHERTY: It's 2002 I think.
- 27
- 28 Q. 572 MR. QUINN: 15th of March 2002, sorry.
- 29 Now at 2855, I think arising out of the order for discovery I think the
- 14:56:08 30 solicitor for Green property who wrote again to the Tribunal, in particular at

14:56:15 1 the time required Green to provide discovery or categories of documents
2 specified in that order on or before the 18th April 2002. Green had acted upon
3 this requirement as a matter of urgency and he summarised what was happening
4 today. Namely 1, that the fullest internal and external inquiries were
14:56:32 5 underway to identify any matter which might be relevant to the order for
6 discovery, isn't that correct?
7 A. That's correct.
8 Q. 573 2. That Green had carried out a full search of its documents and records to
9 identify any document or record which could be relevant to the terms of the
14:56:46 10 order, isn't that correct?
11 A. That's correct.
12 Q. 574 3. Green had made inquiries from its auditors and former auditors in order to
13 identify if they could be in possession of any documents which might be
14 relevant to the terms of the order. And then at 2856, Green had written to all
14:57:02 15 relevant banks asking them to review their records with a view to their banks
16 confirming if they have any documents or records within their possession.
17 Green bankers had been specifically asked to identify if any payments had been
18 made to Mr. Lawlor or any family member or any of the companies specified in
19 the letter 22nd of March 2002. And I think he not unreasonably sought an
14:57:23 20 extension of time within which to comply with the order for discovery, isn't
21 that correct?
22 A. That's correct.
23 Q. 575 And again I think on the 2nd of May, at 2857 he was again confirming the that
24 Green had made every effort to ensure that the banks complete their searches as
14:57:40 25 soon as possible and he gives again an up-to-date position of what was
26 happening in relation to the various banks, isn't that correct?
27 A. That's correct.
28 Q. 576 For example AIB, Richmond Street had completed its searches, whilst AIB,
29 Grafton Street were examining a number of cheques. At 2858 we see that NIB for
14:57:57 30 example had indicated that searches had confirmed that they were currently

- 14:58:01 1 examining 2,400 documents which had been retrieved from microfiche copies of
2 cheques, isn't that correct?
- 3 A. That's correct.
- 4 Q. 577 And then they had the estimated that their searches would take a further two
14:58:11 5 months to complete. But all of the banks were identified there and their
6 up-to-date position in relation to their searches were confirmed, isn't that
7 correct?
- 8 A. That's correct.
- 9 Q. 578 And then I think at 2862, Mr. McDowell who at that stage was the secretary and
14:58:28 10 director of the company or company secretary swore an affidavit dated 23rd of
11 August 2002, which subject to three matters which were outstanding identified
12 all of the documents which he said that the company had in its possession,
13 power or procurement in relation to the matters the subject of the order, isn't
14 that correct?
- 14:58:47 15 A. That's correct.
- 16 Q. 579 And I think the excluded matters are there at paragraph 4 and they are matter
17 in relation to AIB, Grafton Street, 2863 National Irish Bank South Circular
18 Road, and at 2864 Bank of Ireland, Walkinstown, isn't that correct?
- 19 A. That's correct.
- 14:59:04 20 Q. 580 And in paragraph 5 it says "subject to paragraph 4 above, Green has in its
21 possession or power the documents relating to the order and subsequently
22 limited by the Tribunal described in paragraph 3 above and set out in the first
23 schedule hereto."
24
- 14:59:16 25 So on that basis Green had made discovery to the Tribunal, isn't that correct?
- 26 A. That's correct.
- 27 Q. 581 And it would be fair to say that at that stage as far as Green were concerned
28 all documents other than something that might be thrown up by AIB Grafton
29 Street, National Irish Bank or the Bank of Ireland Walkinstown had been
14:59:34 30 discovered?

- 14:59:35 1 A. To Mr. McDowell, yes.
- 2 Q. 582 And Mr. McDowell had sworn to that at that time, that's August 2002, isn't that
3 correct?
- 4 A. That's correct.
- 14:59:43 5 Q. 583 And then I think on the 11th of December 2003, the Tribunal wrote to the
6 solicitor for Green Property. If we could have 2869. And I think that letter
7 stated the following. "The affidavit of discovery of your client sworn and
8 purported compliance with the above order does not disclose a cheque payment
9 dated 3rd of November 1988, in the sum of 13,953 pounds by your client to
15:00:14 10 Economic Reports Limited, Mr. Lawlor's company. The cheque was drawn on your
11 client's account and the account number is given at the Bank of Ireland St.
12 Stephen's Green". Isn't that correct?
- 13 A. That's correct.
- 14 Q. 584 This was the first time that there had been mention of a payment to Mr. Lawlor
15:00:31 15 other than Mr. Lawlor's claim of 35,000 pounds having been paid to him, isn't
16 that right?
- 17 A. That's correct.
- 18 Q. 585 And the mention of it is a mention of it in the context of the Tribunal
19 responding to the affidavit which it had received, purported compliance with
15:00:45 20 the order for discovery enclosing a copy of a cheque drawn by Green Properties
21 Limited?
- 22 A. That's correct, two economic reports.
- 23 Q. 586 If we could have 3875 I think we see that cheque, isn't that right?
- 24 A. That's right. That's correct.
- 15:01:04 25 Q. 587 Now, can you give any explanation Mr. McKenna to the Tribunal as to why that
26 cheque had not been identified in the discovery completed by Green up to that
27 period?
- 28 A. This cheque was drawn on the Bank of Ireland in 2002, from memory the
29 executives of the company endeavoured at the time to remember all the accounts
15:01:32 30 that existed between 1988 and 1995 and this particular account which had been

- 15:01:39 1 dormant since 1992 was omitted from that search.
- 2 Q. 588 And if we can revert for a moment to 2825, in the statement which Green had
3 provided to the Tribunal under item E, it had gone to the trouble of
4 identifying all the various bank accounts as it was obliged to do where Green
15:02:03 5 Properties, this publicly quoted company held accounts in the relevant period
6 isn't that right?
- 7 A. That's right 10 years previous, that's right.
- 8 Q. 589 And the one account which was omitted account held by Green Properties at St.
9 Stephen's Green, isn't that correct?
- 15:02:16 10 A. That's correct.
- 11 Q. 590 So not alone had Green not identified or discovered to the Tribunal this cheque
12 to Economic Reports Limited, it had not advised the Tribunal that such an
13 account had existed isn't that right?
- 14 A. I should point out that if --
- 15:02:32 15 Q. 591 First of all, do you agree with me that that was the case?
- 16 A. If I can explain. In relation to the cheque that was Economics Report Limited.
17 If the company had discovered or remembered that this account existed and had
18 done a search on this particular account, that particular cheque would not have
19 been discovered because we didn't know who this company was.
- 15:02:52 20 Q. 592 You advised the Tribunal in your statement I think that you had gone to all
21 sorts of efforts to try and be of assistance to the Tribunal including speaking
22 to the auditors, the former auditors and in fact I think you quote Mr. Corcoran
23 as someone you may have discussed the Tribunal's requirements with, isn't that
24 correct?
- 15:03:09 25 A. That's correct.
- 26 Q. 593 You would have been there throughout since 1980, isn't that correct?
- 27 A. That's correct.
- 28 Q. 594 And you were there and you would have known that this account existed, isn't
29 that right?
- 15:03:19 30 A. I didn't remember it at the time it was ten years previous.

- 15:03:22 1 Q. 595 Would you agree with me, Mr. McKenna, but for the fact that this cheque had
2 come in to the possession of the Tribunal from another source, the Tribunal
3 would never know that this cheque had issued to Economics Report Limited or to
4 Mr. Lawlor?
- 15:03:34 5 A. I think that's a reasonable comment, yes.
- 6 Q. 596 I think in fact in your statement which I referred to earlier, you were at
7 pains to say that Mr. Corcoran was denying that any payments had been made to
8 Mr. Lawlor, isn't that right? If we could have 2832. Sorry. 2833 perhaps.
9 It say Mrs. John Corcoran has informed Green that he did not make payments by
10 cheque to Mr. Lawlor on be half of Green totalling 35,000 pounds had been
11 alleged by Mr. Lawlor, isn't that right?
- 12 A. Yeah in the preparation of this report, we spoke to Mr. Lawlor to establish if
13 he had made any payments and that was his response.
- 14 Q. 597 Now, I think Mr. Corcoran was to subsequently admit payments to Mr. Lawlor,
15 isn't that right and Mr. Corcoran has given evidence in Quarryvale I and will
16 be giving evidence in this module, isn't that correct?
- 17 A. I understand that's the position, yes.
- 18 Q. 598 And in relation to those payments, I think Mr. Corcoran has advised the
19 Tribunal. If I could have 1413, this is an extract from the statement dated
15:04:50 20 3rd of November 2004.
21
22 He says as "as I have indicated previously, I have no specific recollection of
23 this payment. As of the circumstances in which it was made. I do not recall
24 if it was Mr. Lawlor's practice to provide itemised bills but Green Properties
15:05:04 25 should have records of any payments made to him."
26
27 CHAIRMAN: Sorry Mr. Quinn what's the?
28
29 MR. QUINN: Sorry.1413. "I would be guided by the records as to the terms of
15:05:14 30 those payments and the names of the companies to which they were to be made

- 15:05:17 1 payable. I do not recall making any political contribution to Mr. Lawlor
2 either by cheque or by cash, save that I have some recollection of Green
3 Properties plc discharging an invoice for print works done for Mr. Lawlor in
4 the course of an election campaign. I do not recall the identity of the
15:05:34 5 printing company and I would be reliant upon any records the Green Properties
6 company plc had in this regard."
7
8 Now, I think that when you spoke with Mr. Corcoran in preparation of that
9 report in March 2002 at 2832 you told the Tribunal that it was Mr. Corcoran's
15:05:51 10 recollection that he had met Mr. Lawlor on several occasions but at Mr. Lawlor
11 behest, isn't that correct?
12 A. That's correct.
13 Q. 599 Could you be mistaken in your recollection of what Mr. Corcoran told you at
14 that time?
15:06:02 15 A. No, I had no reason to disbelieve him.
16 Q. 600 Did Mr. Corcoran get a copy of the report or compiled by you for the Tribunal
17 insofar as it quoted him?
18 A. Any section of the report that related to Mr. Corcoran would have given him the
19 full. But any section of the report that related to Mr. Corcoran we addressed
15:06:23 20 those questions to Mr. Corcoran.
21 Q. 601 But did Mr. Corcoran see the report before it was submitted to the Tribunal?
22 A. I don't think so.
23 Q. 602 Did Mr. Corcoran know for example that you were telling the Tribunal that he
24 had advised you that he had met Mr. Lawlor at Mr. Lawlor's behest?
15:06:43 25 A. That's Mr. Corcoran's statement that he had and I was aware from being an
26 executive of the company that he met Mr. Lawlor on a regular basis, yes.
27 Q. 603 As we see here. He is saying that he met Mr. Lawlor at Mr. Lawlor's behest.
28 A. That was his statement.
29 Q. 604 Yes. That's what's being stated here?
15:07:01 30 A. That's right.

- 15:07:02 1 Q. 605 But does that accurately reflect what Mr. Corcoran told you in 2002?
- 2 A. Oh, yes it does, yes.
- 3 Q. 606 Now, we know that Mr. Lawlor -- that Mr. Corcoran at 1412 in the statement to
4 the Tribunal of November 2004 says that "as stated the company" he is dealing
15:07:24 5 with Advanced Proteins Limited "as stated the company had little knowledge of
6 the workings of local authorities. The company there referred to is Green
7 Properties. Mr. Lawlor assisted the company in dealing with the local
8 authority. His role was one of assisting the company with issues concerning
9 roads, drainage ESB pylons etc. I would contact him on issues and tell him
15:07:46 10 that we had a problem. He would inform me of the relevant person to speak to
11 on the matter and would give advice as to how I should approach and negotiate.
12 From time to time he may have drafted letters on behalf of the company. The
13 company's dealings were with Liam Lawlor as a consultant and he was never an
14 employee of Green Property plc. To the best of my recollection the advisory
15:08:07 15 relationship with Liam Lawlor ended sometime between 1988 and 1990 when his
16 services were no longer required by the company. Would you agree with me that
17 that seems to contradict your statement at 2832 which suggests that Mr. Lawlor
18 met with Mr. Corcoran at Mr. Lawlor's behest?
- 19 A. That's right.
- 15:08:27 20 Q. 607 You accept that?
- 21 A. I accept that.
- 22 Q. 608 Now I think that following on that letter to Green Properties solicitors on the
23 11th of December 2003 the solicitors wrote immediately advising the Tribunal
24 that they no longer acted for Mr. Corcoran isn't that right?
- 15:08:53 25 A. That's right.
- 26 Q. 609 And that's a letter of the 18th of December 2003 and at 2870. If the contact
27 between Mr. Corcoran sorry between Mr. Lawlor and Green Properties were as
28 extensive as set out in Mr. Corcoran's letter, I have to suggest to you that
29 they were something that would have been known to other directors of the
15:09:20 30 company at a senior level including yourself?

- 15:09:20 1 A. I have sworn on affidavits that I never met Mr. Lawlor in my life.
- 2 Q. 610 I am not suggesting that you met him. I suggest you would have known through
- 3 Mr. Corcoran or otherwise that Mr. Corcoran was having contacts with
- 4 Mr. Lawlor?
- 15:09:30 5 A. Oh, the company was aware that the Mr. Corcoran was having contacts, that's not
- 6 in dispute.
- 7 Q. 611 And the company would have been aware I suggest that Mr. Lawlor was being paid
- 8 in relation to those contacts?
- 9 A. I wouldn't, that's not my ... I have no knowledge of that.
- 15:09:45 10 Q. 612 But as a matter of probability, would you agree with me that the company would
- 11 have to have known having regard to the level of controls etc. that Mr. Lawlor
- 12 or one of his companies has been paid in relation to those contacts?
- 13 A. I think it's fair to say that Mr. Corcoran spoke to a number of politicians
- 14 including Mr. Lawlor so I can't assist you in that regard because I wasn't even
- 15:10:08 15 aware.
- 16 Q. 613 Having regard to the level of controls that were involved, can you give any
- 17 explanation to the Tribunal as to how an invoice would have been received by
- 18 the company for payment to Mr. Lawlor in relation to this company and
- 19 sanctioned for payment?
- 15:10:24 20 A. You mean as payable to Economic Reports Limited was paid by the company.
- 21 Q. 614 Yes?
- 22 A. That may have meant nothing to me and it's a public limited company, probably
- 23 150 cheques per week out of its system at the time.
- 24 Q. 615 The system I suggest to you was designed to ensure that only those entitled to
- 15:10:46 25 payment would be paid out of the funds of this company isn't that right?
- 26 A. There is this invoice was authorised for payments and cheques were drawn.
- 27 Q. 616 So an invoice had to have been received?
- 28 A. Exactly. I assume to comply otherwise the cheques wouldn't have been drawn.
- 29 Q. 617 For example, if we could have 24182. This is what Mr. Lawlor said in relation
- 15:11:10 30 to that cheque dated November 1988. He says "may I draw your attention and he

- 15:11:16 1 refers to the file of the affidavits furnished. Paragraph 1 "under this
2 heading there are two queries. My relationship deals with Green Properties
3 already discovered. Regarding Mr. McKenna. I do not recall having any
4 dealings with his executor other than to recall his name as being a member of
15:11:34 5 the company's management team. As discovered my dealings were directly with
6 Mr. John Corcoran managing director of the company. So the late Mr. Lawlor
7 agrees with your position Mr. McKenna that he never actually met with you?
- 8 A. That's correct.
- 9 Q. 618 He says my recollection is that neither Mr. McKenna nor the company had any
15:11:50 10 involvement or association with the names to which you refer. And he says I
11 recall meeting John Corcoran at Green Properties offices in Earlsfort Terraces
12 where we discussed the company making political contribution towards the
13 running costs of constituency office and election campaign. This is my
14 recollection of how the payment was arrived at. Mr. Corcoran and I discussed
15:12:11 15 the costs of election campaigns and it is my recollection this is the sums
16 arrived at.
17
18 Mr. Lawlor is clearly of the opinion and stating there that this payment was a
19 political payment do you understand?
- 15:12:23 20 A. Yes.
- 21 Q. 619 Not a payment in relation to a consultancy or otherwise?
- 22 A. That's what it says, yes.
- 23 Q. 620 You have given a schedule of political payments where they arise isn't that
24 correct?
- 15:12:36 25 A. That's correct.
- 26 Q. 621 Is there any reason if this were a political payments that it couldn't have
27 been made directly to Mr. Lawlor?
- 28 A. There is no reason in particular. The company made political donations over
29 the period.
- 15:12:46 30 Q. 622 Now this cheque I think was dated November 1988. And just, the Tribunal just

15:12:53 1 to deal with that. There is discovered to the Tribunal at 14797 a document in
2 relation to an application for funds by this entity Economic Reports Limited.
3 And it states the following comments and recommendations. "Economics Reports
4 Limited is wholly owned by Mr. Patrick Long who is involved in both financial
15:13:15 5 consulting and property development. At present the company has funded
6 requirements in respect of 1 a joint venture development project at Naas Road.
7 And 2. A number of other development projects being prepared in residential
8 and commercial areas. We have been informed that the company is a startup
9 operation with nil borrowings, a favourable bank reference has been forwarded
15:13:35 10 to us by Bank of Ireland Lucan with whom the company maintains a current
11 account. Supported by the above reference security in addition to the personal
12 guarantee of Mr. Liam Lawlor we have agreed to provide a facility here under.
13 Mr. Lawlor is well known to the bank and ourselves as an influential member of
14 Government. We are currently discussing a number of projects with Mr. Lawlor
15:13:53 15 including Arlington plans to develop a major retail complex in Dublin City
16 Centre."
17

18 Did you know a Mr. Long or did you have any knowledge of the background of this
19 company at this time?

15:14:14 20 A. No, I have no knowledge of this at all.

21 Q. 623 Did Mr. Corcoran make any reference to these payments to Mr. Lawlor to either
22 you or any other director of the company prior to the company being advised of
23 that cheque?

24 A. I have no recollection of anything like that.

15:14:32 25 Q. 624 Now, I think that following on the letter from your solicitors on the 18th of
26 December advising that they no longer acted for Mr. Corcoran. On the 15th of
27 January 2004 I think at 2871 you discovered to the Tribunal three further
28 cheques. And I am only interested in the first cheque which is a cheque in the
29 sum of 10,000 Pounds this time made payable to Comex Trading Corporation dated
15:14:58 30 22nd of February 91 isn't that right?

- 15:15:00 1 A. That's right.
- 2 Q. 625 If I could have 4686 please. I think this is a cheque made payable to Comex
3 and signed by Mr. McDowell and Mr. Corcoran, isn't that right?
- 4 A. That's correct.
- 15:15:17 5 Q. 626 Unlike the Economic Reports cheque, this cheque was countersigned by
6 Mr. McDowell, isn't that right?
- 7 A. That's right.
- 8 Q. 627 Both cheques were countersigned or held two signatories, isn't that right?
- 9 A. That's right. They were all above the limit --
- 15:15:30 10 Q. 628 Both cheques would the invoice supporting both cheques would require two
11 signatures, isn't that right?
- 12 A. The invoice depending on the amount and who the signatures were.
- 13 Q. 629 One is for 10,000 and the other is for 13,000.
- 14 A. I think the managing director and director of 12,500.
- 15:15:58 15 Q. 630 Mr. Lawlor has suggested that the figure received by him was 35,000?
- 16 A. That's right.
- 17 Q. 631 Both of these cheques would come to approximately 23,000. Is it possible that
18 there could be a balance that hasn't been found paid by either because it was
19 paid other than by cheque or cheque to a different entity which could have been
20 received by Mr. Lawlor from Green Properties?
- 21 A. It is possible, we'll do an exhaustive cheque obviously but it is possible.
- 22 Q. 632 Now if I could go back for a moment to 1989, you were familiar with the
23 position concerning Quarryvale and the difficulties created by Mr. Gilmartin's
24 plans for that developed site in 1989, isn't that right?
- 15:16:43 25 A. I was, yes.
- 26 Q. 633 And you would have knowledge of what was going on there by Mr. Gilmartin, isn't
27 that right?
- 28 A. Yes.
- 29 Q. 634 The designated centre had been Neilstown. Mr. Gilmartin had come on side and
15:16:54 30 was proposing to develop Quarryvale.

- 15:16:56 1 A. That's right.
- 2 Q. 635 It had two difficulties from Green's point of view. Firstly, it was very close
3 to Green or closer to Green than the Neilstown site and secondly, it was
4 reported that what was proposed there was going to be a very large scale
15:17:10 5 development, isn't that right?
- 6 A. That's correct.
- 7 Q. 636 And this would have consequences for Green if it went ahead, isn't that
8 correct?
- 9 A. It would, yes.
- 15:17:17 10 Q. 637 And Mr. Corcoran who has given evidence in Quarryvale I on the 1st of July
11 2004, has told the Tribunal that he was contacted initially by Mr. George
12 Redmond on the 2nd of March 1989, and advised of Mr. Gilmartin's plans to
13 acquire that site?
- 14 A. I believe that's the case, yes.
- 15:17:36 15 Q. 638 He told the Tribunal that he exchanged correspondence and met with Mr.
16 Morrissey and Mr. Haughey I think on the 14th of March '89. These were two
17 officials within the corporate council, isn't that correct?
- 18 A. That's correct.
- 19 Q. 639 And he was told by them that they had a gentleman's agreement with Mr.
15:17:53 20 Gilmartin to sell him the site?
- 21 A. That's correct.
- 22 Q. 640 You may not be aware of that. Subsequently and I think in due course an ad was
23 placed for the sale by tender of the Irishtown site by the corporation, isn't
24 that right?
- 15:18:05 25 A. That's right.
- 26 Q. 641 And was dated 21st of April 1989, and there was a closing date for that tender
27 I think being the 19th of May 1989, isn't that correct?
- 28 A. That's correct.
- 29 Q. 642 And I think Mr. Corcoran whilst he has no recollection of it may have had a
15:18:19 30 meeting with Mr. Flynn who would have been the Minister on the 10th of May 1989

- 15:18:23 1 isn't that right? Did you know that Mr. Corcoran had ever met Mr. Flynn?
- 2 A. I can't recall a meeting with Mr. Flynn. I was aware that he made contact with
- 3 politicians but I'm not sure if that meeting took place.
- 4 Q. 643 When Mr. Corcoran would make contact with politicians as you describe, would he
- 15:18:38 5 report back to the board or to individuals within the board on the nature of
- 6 those discussions or contacts?
- 7 A. Mostly discussions took place with local councillors. He would make the board
- 8 aware of what was happening.
- 9 Q. 644 Now, I think the as I say the closing date for the tender was the 19th of May
- 15:18:56 10 1989, and I think both Mr. Gilmartin and Green through the company Windar
- 11 Limited, both tendered for the property on that date, isn't that right?
- 12 A. That's correct.
- 13 Q. 645 And were you aware that that tender was going in at that time?
- 14 A. That tender was approved by the Green board.
- 15:19:14 15 Q. 646 Would it be fair to say that the strategy so to speak of Green Property
- 16 was to take out the Irishtown lands, the property of the corporation and
- 17 thereby undermined to some extent the size of the development that was proposed
- 18 at Quarryvale?
- 19 A. I think it would be fair to say that the lands was zoned for industrial
- 15:19:34 20 development and could have made it work as an industrial estate and could
- 21 equally have delayed the possible competition from Quarryvale.
- 22 Q. 647 Yes. And dual purpose, isn't that right?
- 23 A. That's correct.
- 24 Q. 648 And I think that if we go forward slightly. I think on the 22nd of May 1989,
- 15:19:50 25 at 20114, the chief valuer I think recommended to the deputy city manager that
- 26 Mr. Gilmartin's tender of 5.1 million be accepted, isn't that right?
- 27 A. That's correct.
- 28 Q. 649 And then if we go forward slightly from that. I think there was a board order
- 29 recommending to the elected corporation that Mr. Gilmartin be given the site,
- 15:20:17 30 isn't that right? We see that at 20115.

- 15:20:20 1 A. That's correct.
- 2 Q. 650 That's dated the 24th of May 1989, and then I think on the 25th of May 1989, if
3 we look at 5100, there was a General Election called, isn't that right?
- 4 A. I wasn't aware of that.
- 15:20:35 5 Q. 651 And on the 26th of May, I think there was a subcommittee meeting of the
6 corporation held which approved the recommendation of the manager. If we could
7 have 20119. Item No. 1001 "with reference to the proposed disposal fee simple
8 interest in lands at Irishtown, Clondalkin, County Dublin to Mr. Thomas P
9 Gilmartin per S Maguire & Company solicitors, order approved recommend to
10 Council". Isn't that right?
- 11 A. That's true.
- 12 Q. 652 And I think that on the 31st of May 1989, at 20120 the assistant city manager
13 housing co-ordinator advised the Council members of what had happened to date,
14 including the approval by that An Coisde Pleanala, An Bord Pleanala
15 subcommittee of the corporation to sell the lands to Mr. Gilmartin, isn't that
16 right?
- 17 A. That's correct.
- 18 Q. 653 And we know that that went out on the 1st of June 1989, from 20121 so by the
19 1st or 2nd of June 1989, I think the councillors would have received that
20 report, isn't that right?
- 15:21:49 21 A. Yes.
- 22 Q. 654 Recommending the sale to Mr. Gilmartin.
- 23 A. That's it, that's correct.
- 24 Q. 655 I think however on the 2nd of June 1989, at 3972 Green Properties and
15:22:02 25 Mr. Corcoran has given evidence of this, gave a cheque to Fianna Fail for that
26 election campaign of 25,000 pounds, isn't that right?
- 27 A. That's correct.
- 28 Q. 656 And then I think a at a monthly meeting of the Council on the 12th of June
29 1989, at 20121 the sale to Mr. Gilmartin was approved, isn't that correct? You
15:22:25 30 see that?

- 15:22:26 1 A. Yes.
- 2 Q. 657 Resolved --
- 3 A. That's correct.
- 4 Q. 658 -- that the Council has sent and proposals outlined in the report. Can I just
- 15:22:34 5 ask you what do you know or what did you know of those sequence of events at
- 6 that time, Mr. McKenna, did you know for example that the corporation were
- 7 considering the proposals or the tender from Green Properties?
- 8 A. Mr. Corcoran made the executives and the board aware that this was happening
- 9 and the company should, recommend that the company should buy the lands
- 15:23:03 10 basically and a tender was submitted at nearly 4.41 million pounds for the
- 11 lands and we didn't succeed unfortunately. I think if we had succeeded it
- 12 would have changed a lot of things.
- 13 Q. 659 Were there any further contacts with either corporation officials or Council
- 14 corporation members during this process?
- 15:23:30 15 A. In the lead up to the tender process I was aware that Mr. Corcoran had written
- 16 to the county managers to bring to their attention that he wished to tender for
- 17 the lands. I think his concern was that it -- go to tender.
- 18 Q. 660 He had met in fact, I think the county manager?
- 19 A. He attended a meeting, yes.
- 15:23:46 20 Q. 661 But after the tender had been put in, had there been further lobbying by Green
- 21 Properties and/or Mr. Corcoran in relation to the tender from Green?
- 22 A. No, no, no, no. I have no knowledge and I certainly didn't.
- 23 Q. 662 Either lobbying of either the corporation members or politicians locally local
- 24 or national at that time?
- 15:24:13 25 A. Not in relation to the tender -- it was the same tender and I was aware that it
- 26 was a sealed tender and it was going to the executive of the council so it
- 27 wasn't mapped for the politicians really at that stage.
- 28 Q. 663 Now if we could just then go forward to 1991, I think, the Comex payment I
- 29 think was dated February '91, isn't that right, that's the Comex cheque to
- 15:24:36 30 Mr. Lawlor?

- 15:24:37 1 A. Yeah, I was aware that it was 1991 yes.
- 2 Q. 664 Yes. We see that cheque I think at 4686. And I think the cheque is dated
3 February the 22nd 1991.
- 4 A. Yes.
- 15:24:53 5 Q. 665 Did you know that on the 15th of February 1991, that Mr. Colm McGrath had put
6 in a motion seeking the transfer of the designation from Neilstown to
7 Quarryvale?
- 8 A. I wasn't aware of that.
- 9 Q. 666 Did you know that Mr. Corcoran appears to have been meeting with Mr. Lawlor in
10 or around February March/April/May 1991?
- 11 A. '91, yes. I would accept that he would have met politicians particularly in
12 1991.
- 13 Q. 667 Yes. For example at 5335 we see a letter dated the 14th of June 1991, to
14 Mr. McGrath where he takes issue with the conduct of the Fianna Fail
15 councillors in the lead up to that vote. And he suggests in the course of that
16 letter that it was as a result of some senior official within the Council
17 telling him on the 10th of May 1991 of the enormity of what was being proposed
18 that he sought the meeting arranged by Marian McGennis with the Chairman Tommy
19 Boland which took place on the 13th of May 1991?
- 15:25:58 20 A. Yes.
- 21 Q. 668 He had I think Green Property had retained the services of Mr. Gareth May
22 consultant planner at this time, isn't that right?
- 23 A. Yeah, he was on file from 1983.
- 24 Q. 669 Yes. Did you know that there had been a meeting between Mr. May, Mr. Corcoran
15:26:13 25 and the officials sorry the three or four councillors named there, that is
26 Tommy Boland Chairman of the County Council, Mr. Liam Lawlor who in addition to
27 being a Councillor was also a TD for the area, Ms. Marian McGennis and
28 Councillor Ned Ryan from the chairman's office on the 13th of May?
- 29 A. I don't recall but I accept it's possible that meeting took place.
- 15:26:34 30 Q. 670 Did you know that Mr. Corcoran believed that following on that meeting

- 15:26:39 1 agreement had been reached in relation to the capping of the proposed
2 Quarryvale site?
- 3 A. I saw correspondence subsequently but ...
- 4 Q. 671 And that in this correspondence that we see here on screen that Mr. Corcoran
15:26:52 5 was alleging that the proposed alternative motion wasn't the one which he
6 thought he had agreed with Mr. Lawlor and others, isn't that right?
- 7 A. I was aware a dispute arose at that stage yes.
- 8 Q. 672 And I think it would be fair to say that when the vote took place, that Green
9 were very disappointed with the outcome, isn't that right?
- 15:27:10 10 A. That's correct.
- 11 Q. 673 And I think the they immediately launched a public relations campaign and
12 retained the services of Mr. Keating/Grayling Limited, is that correct?
- 13 A. At that stage, yes.
- 14 Q. 674 And in fact I think that the lead up to the 1991 Local Elections which were a
15:27:26 15 month or two after the vote, Green Properties were very vocal in their, in
16 relation to what had transpired?
- 17 A. That's correct.
- 18 Q. 675 And I think were accredited fairly or unfairly by some of the councillors,
19 particularly Fianna Fail councillors who lost their seat in that Local Election
15:27:46 20 and had been responsible for losing their seats, isn't that right?
- 21 A. We were aware that they were upset, yes.
- 22 Q. 676 And in fact I think that one of the strategies adopted by Green at this time
23 was to stop the development which had been undertaken on the site, isn't that
24 right?
- 15:28:03 25 A. Yeah, site works had commenced prior to that and they were done on the
26 expectation, they had commenced on the expectation that the Navan roadworks
27 were beginning around the same time.
- 28 Q. 677 Yes.
- 29 A. And the company decided to stop construction and in fact they locked the site.
- 15:28:18 30 Q. 678 Yes. If we look at 5233 I think we see a letter to Councillor Colm McGrath for

- 15:28:24 1 example where Mr. Corcoran on behalf of Green Property sets out the reasons for
2 Green being forced to stop their work, isn't that right?
- 3 A. That's correct.
- 4 Q. 679 And in fact we see a letter to Councillor McGennis at 5259, advising her that
15:28:41 5 as a matter of courtesy they were writing to let her know that they were
6 dropping letters through the Blanchardstown residential area setting out their
7 position and we see a copy of that type of correspondence on the 7th June 1991
8 at 5260, isn't that correct?
- 9 A. That's correct.
- 15:28:59 10 Q. 680 And I think in fact when the new Council were returned, a motion, a Section 4
11 motion was tabled on behalf of Green Properties by Councillor Burton to ask the
12 manager to reverse the decision taken on the 16th of May. A motion which was
13 ruled out of order on legal advice. Isn't that right?
- 14 A. And still that happened, yes.
- 15:29:21 15 Q. 681 And in fact I think Mr. Boland and the Fianna Fail group within the Council
16 wrote to Mr. Corcoran on the 11th of June '91, at 5290 and 5291 setting out
17 their position. And I think the Fianna Fail position and Mr. Lawlor's position
18 seemed to centre around a letter received by Councillor Tommy Boland, Chairman
19 of the County Council from Mr. Corcoran wherein Mr. Corcoran appears to suggest
15:29:45 20 that he was now happy with the compromise which had been proposed, isn't that
21 right?
- 22 A. That's correct.
- 23 Q. 682 It would appear that Mr. Corcoran's position was that the compromise wasn't
24 followed through in the motion propose ultimately, isn't that right?
- 15:30:04 25 A. He had a different interpretation than was agreed yes.
- 26 Q. 683 And I think in due course I think that Councillor McGrath for example responded
27 to the letter received from Green and we see a draft of a letter and a letter
28 dated the 10th of July 1991, which he may have sent on. Sorry, 9th of July
29 1991 at 5522 to Mr. Corcoran. Where he declines an invitation to discuss the
15:30:24 30 matter as he feels that no purpose will be served as long as he continued to

- 15:30:32 1 assert that the rezoning of the lands at Quarryvale posed a threat to the
2 viability of Blanchardstown, isn't that correct?
- 3 A. That's correct.
- 4 Q. 684 Would it be fair to say that there were the local Blanchardstown councillors
15:30:42 5 supported the development in Blanchardstown and therefore were opposed to the
6 Quarryvale development, whereas other councillors were in support of the
7 Quarryvale development?
- 8 A. That's correct but equally the council were putting pressure on the property to
9 restart the development, to get on with it.
- 15:30:58 10 Q. 685 Yes. Would it be fair to say that as part of the Green Property strategy they
11 were letting it be known that the rezoning of Quarryvale had come about as a
12 result of undue influence to put it at its mildest of the developers there?
- 13 A. I think that's a fair comment, yes.
- 14 Q. 686 And I think that Green at 966 put through their consultant planner, Mr. May put
15:31:26 15 in a submission on the review of the Development Plan dated 27th of November
16 1991. We see that at 966, isn't that right? And I think by the 2nd of
17 September 1991, Grayling Limited had released a statement in relation to the
18 matter at 5819, setting out their position in relation to the matter, isn't
19 that correct?
- 15:31:49 20 A. That's correct, yes.
- 21 Q. 687 And as far as Green were concerned the position had been that for the previous
22 two decades it was intended that the site or the town centre site would be
23 developed at Neilstown/Ronanstown and they had proceeded on that basis. Had
24 expended monies on that basis and had effectively planned for the development
15:32:12 25 of Blanchardstown on that basis?
- 26 A. That's correct.
- 27 Q. 688 And all of this was now stood on its head because of this proposal to rezone
28 Quarryvale?
- 29 A. Absolutely, yes.
- 15:32:22 30 Q. 689 And I think in September '91, Green or the Blanchardstown town centre

15:32:30 1 Mr. Keating wrote to a number of councillors for example again Councillor
2 McGrath at 5822, saying "As part of the long established structural Development
3 Plan it was envisaged that the new town centres would also be built at
4 Tallaght, Lucan, Clondalkin and Ronanstown. Happily Tallaght has been built
15:32:47 5 but the prospect of the Lucan/Clondalkin town centre to the population of the
6 area has been put at risk because of proposals for a motorway shopping complex
7 at Quarryvale, isn't that correct?

8 A. That's correct.

9 Q. 690 Now I am not sure to what extent you would have been aware of this but it would
15:33:04 10 appear by September '91, also there was a proposal that perhaps Mr. O'Callaghan
11 would get involved in acquiring, through AIB capital markets, an interest in a
12 controlling interest in Green Properties. Were you aware of that?

13 A. We weren't aware of the exact details but we knew Mr. O'Callaghan was getting
14 involved in Quarryvale.

15:33:21 15 Q. 691 Yes. For example at 5991 in an AIB attendance dated the 20th of September '91,
16 it is recorded as follows:

17
18 "Owen O'Callaghan mentioned that AIB Capital Markets had been retained by Riga
19 Limited to discuss possible take over of Green. He stressed the only reason
15:33:47 20 for this was to give Quarryvale a better chance of success and to try and raise
21 cash for Tom Gilmartin's equity stake in Barkhill. Now that shareholder
22 agreement is signed negotiations can proceed and John Deane is meeting Michael
23 Buckley to progress matters. John Deane will keep Tom Gilmartin informed of
24 the developments".

15:34:06 25
26 This would suggest that there was a proposal for reverse take over in 1992 --
27 sorry, in 1991 of Green by Mr. O'Callaghan and Mr. Deane?

28 A. The Directors of Green weren't aware of that.

29 Q. 692 Yes. But it's a publicly quoted company?

15:34:22 30 A. Absolutely.

- 15:34:23 1 Q. 693 This type of thing would go on all of the time?
- 2 A. That's right.
- 3 Q. 694 Would have the benefit from Mr. O'Callaghan's point of view and indeed Mr.
- 4 Gilmartin and AIB if it did go through that they acquired sufficient
- 15:34:35 5 shareholding in Green or majority shareholding in Green, that they could then
- 6 decide what would happen in relation to either Blanchardstown or Quarryvale?
- 7 A. They were a public company, that's correct.
- 8 Q. 695 Mr. Gilmartin has told the Tribunal that he was invited, I think at an earlier
- 9 stage to get involved. Similarly were you aware of that move or suggestion?
- 15:35:02 10 A. No. But then again we probably wouldn't be aware as directors of the company,
- 11 of this.
- 12 Q. 696 I think Green shareholding fluctuated from time to time?
- 13 A. It would be very low at this particular time primarily because of the fact that
- 14 the company had invested 10 million pounds at Blanchardstown and the works had
- 15:35:12 15 cease the basically.
- 16 Q. 697 Yes.
- 17 A. So I think the shares were at an all time low.
- 18 Q. 698 So that one of the consequences so to speak of the success of the McGrath
- 19 motion would have been lowering of the share price of Green Properties plc?
- 15:35:27 20 A. That's right and in a sense because of that the company would take over at that
- 21 stage.
- 22 Q. 699 Now, I think Green's submissions on the Draft Development Plan are at 968. And
- 23 I think in late 1991 they were further meetings and I think Green had some
- 24 success in that I think the local TD, Mr. Lenihan came on side and supported
- 15:36:05 25 the Green position in late '91, is that correct?
- 26 A. Yes. Green had supported support at the time from politicians, yes.
- 27 Q. 700 Yes. And then after the 1991 display period ended, I think we moved in to 1992
- 28 and there was another opportunity to try and deal with the matter, isn't that
- 29 right and this would have happened on the review of maps 16 and 17, isn't that
- 15:36:33 30 correct?

- 15:36:35 1 A. I would ...
- 2 Q. 701 You may or may not have been aware of that?
- 3 A. I wasn't aware of that.
- 4 Q. 702 Matters appear to have come to a head in late 1992 but before I get to that I
- 15:36:45 5 think that the position concerning Green and AIB and indeed Mr. O'Callaghan can
- 6 be summed up from Green's perspective from a letter dated 14th of October 1992,
- 7 at 8274. From Mr. Corcoran to Mr. Buckley in Allied Irish Bank it says:
- 8
- 9 "It has come to my notice through discussions I am having with elected members
- 15:37:05 10 of Dublin Council that your client O'Callaghan Properties Limited are alleging
- 11 that Green Properties and O'Callaghan Properties came to an agreement in your
- 12 bank in respect of a deal between two companies which three days later was
- 13 reneged on by Green Properties. As you know this is totally untrue. We
- 14 would -- would you please ask your client to desist from these grossly
- 15:37:27 15 inaccurate statements and also ask your client to please inform the relevant
- 16 councillors of the true position".
- 17
- 18 Were you aware that that correspondence or that type of correspondence had
- 19 passed?
- 15:37:41 20 A. I wasn't aware of that particular letter but I would accept huge influence on a
- 21 public company like this with rumours circulating like this at the time if they
- 22 were true.
- 23 Q. 703 Now the lead up to the 1992, December 1992 votes, would it be fair to say that
- 24 Green's machine went into action and you began to canvass support for your
- 15:38:03 25 proposals and sought a capping or a reduction in the size of the Quarryvale
- 26 site?
- 27 A. That's correct. Mr. Corcoran devoted almost a hundred per cent of his time to
- 28 meeting people at that stage. Yes.
- 29 Q. 704 And would Councillor Marian McGennis have been one of the councillors whose
- 15:38:19 30 support would have been sought at that stage, among others?

- 15:38:23 1 A. That's correct.
- 2 Q. 705 And I think Mr. Keating will give evidence I think of his efforts at this stage
3 in relation to promoting the Blanchardstown?
- 4 A. Yes.
- 15:38:30 5 Q. 706 Evidence has been given, Mr. McKenna, to the Tribunal by Mr. Frank Dunlop that
6 at this time, that is at the lead up to the December '92 vote, he was asked by
7 Mr. Tom Hand for a contribution on behalf of Quarryvale for his support for
8 Quarryvale of 250,000 pounds. And that he was being asked for that sum. He
9 was advised that he had been, that he, Mr. Hand had been offered 100,000 pounds
10 by Green Properties to vote against the Quarryvale proposal?
- 11 A. I have no knowledge of this.
- 12 Q. 707 You have no knowledge of that?
- 13 A. No knowledge whatsoever.
- 14 Q. 708 Was there ever any discussion within the board of Green or indeed between
15 yourself and Mr. Corcoran or anybody retained by Green, of allegations of
16 improper payments being sought or indeed being paid to any councillors by
17 Green?
- 18 A. There were rumours but in relation to that particular question of Mr. Hand I
19 have no knowledge and I am surprised that the director of company had any
20 knowledge ... issue.
- 15:39:07 21 Q. 709 In any event when the vote did take place on the 17th of December 1992, it
22 capped the Quarryvale proposals at 250,000 square feet?
- 23 A. That's correct.
- 24 Q. 710 And that was seen I think as we saw from the annual report from 1992 as
15:39:44 25 somewhat of a success for Green Properties, isn't that right?
- 26 A. In the circumstances, yes.
- 27 Q. 711 And I think the development of the site at Blanchardstown recommenced either --
- 28 A. It recommenced in late '93.
- 29 Q. 712 -- late 93.
- 15:39:58 30 A. Yeah.

- 15:39:59 1 Q. 713 But I think in June '93, there was a further vote on a proposed amendment to
2 the written statement, isn't that right?
- 3 A. I was aware of that, yes.
- 4 Q. 714 And Green I think were very exercised about that vote on the 4th of June 1993,
15:40:20 5 at 9680 Green appeared to have written to the Chairman or the Chairperson of
6 Dublin County Council in relation to that vote, isn't that right?
- 7 A. That's correct.
- 8 Q. 715 And I think it was being suggested that that vote was in essence a reversal of
9 the vote which had taken place on the maps on the 17th of December, is that
10 correct?
- 11 A. Yes, it was an attempt to lift the cap of 250,000 on which the original
12 agreement was set out.
- 13 Q. 716 Now, I think that we saw that the, I think that Mr. Corcoran I think from the
14 document which I have showed you appears to have resigned from the board in
15:41:03 15 early July, isn't that right?
- 16 A. Early July '93, that's right.
- 17 Q. 717 In fact he could have resigned from the board as early as the 5th of July,
18 isn't that right?
- 19 A. He could have.
- 15:41:15 20 Q. 718 Certainly by the date of this article which I have on screen at 23588, he
21 appears to have resigned in the week prior to the 15th of July. The second
22 paragraph. Sorry. The second column it says "John Corcoran said that work
23 would start as soon as ... announced his retirement last week".
- 24 A. Yes.
- 15:41:39 25 Q. 719 "Announced his retirement last week".
- 26 A. I would accept he retired early in July.
- 27 Q. 720 Yes. Which would have been around the 7th of July 1993, isn't that correct?
- 28 A. I can't confirm its the date but it's possible.
- 29 Q. 721 I don't want to go into details but was Mr. Corcoran's retirement a surprise to
15:41:56 30 the board or had it been in the offing?

- 15:42:01 1 A. No, I think it had been in the offing leading up to that period. It was a
2 public company. Mr. Corcoran from memory was 63 at the time and it would have
3 been discussed. I wouldn't have been privy to all of the meetings between the
4 Chairman and the managing director but I presume it was discussed and it was
15:42:19 5 agreed that he retired or was a board director at the time and was based in UK
6 to become managing director of the company.
- 7 Q. 722 He went to the UK, did he?
- 8 A. No he lived in the UK at the time.
- 9 Q. 723 He lived in the UK. His replacement Mr. Vernon lived in the UK was it?
- 15:42:38 10 A. He was a director of Green for two years prior to that. A non-executive
11 director of Green.
- 12 Q. 724 When Mr. Corcoran left Green Property did he have any further involvement with
13 the company after he left?
- 14 A. No. He didn't stay on as a non-executive director he resigned.
- 15:42:54 15 Q. 725 He severed his connection with the company?
- 16 A. He severed his connection with the company.
- 17 Q. 726 Well if he had left in the week up to for example the 11th of July 1993, if I
18 could have 14244. Can you tell the Tribunal why he would be telling Mr. Ahern
19 why he would be briefing Mr. Ahern about Green Property's plans for future
15:43:18 20 investment in the country on the 13th of July 1993?
- 21 A. I am just looking first of all, the 30th of July, Mr. Corcoran 13th of July.
- 22 Q. 727 This is Mr. Ahern's statement to the Tribunal in July 1993, he would have been
23 the Minister for Finance and he has told the Tribunal that from his diary he
24 confirms that he met Mr. Corcoran on the 30th July 1993 and he says:
15:43:45 25
- 26 "My recollection of this meeting is that he briefed me about Green Property's
27 plans for future investment in the country."
28
- 29 We see the meeting is at 9859 in the diary of Mr. Ahern. At 4 p.m. on the 13th
15:44:00 30 of July '93. I am just wondering can you assist the Tribunal as to why

- 15:44:04 1 Mr. Corcoran who appears to have left the company by this date would be
2 briefing the Minister for Finance on Green Property's future plans for
3 investment in the country?
- 4 A. I can't comment on that except that although he left, when he did leave he had
15:44:20 5 contact with the incoming director, Stephen Vernon and obviously he was fully
6 briefed in relation to what was happening in Green. The exact date of
7 Mr. Corcoran's resignation I would need to check. I don't know the exact date
8 of his resignation.
- 9 Q. 728 I think Mr. Vernon met with he with the Minister for Finance in 1993?
- 15:44:41 10 A. I was aware that he met shortly after his appointment, he was appointed in
11 September '93 and he met the Minister for Finance shortly afterwards.
- 12 Q. 729 The issue of tax designation I think was still in the offing in 1993 and Green
13 Properties were still seeking tax designation for their site, isn't that right?
- 14 A. That's correct.
- 15:45:00 15 Q. 730 And in fact if we look at 10805, this is an AIB memorandum and attendance on
16 Mr. O'Callaghan on the 2nd of March 1994. And if we look at the third
17 paragraph Mr. O'Callaghan is telling Allied Irish Bank that he was aware that
18 Blanchardstown had been seeking designation. Do you see that?
- 19 A. That's right.
- 15:45:33 20 Q. 731 "He had indicated in political circles that he was not seeking designation for
21 Quarryvale on the basis that same was not forthcoming for Blanchardstown
22 either. He believed that he was well ahead of Blanchardstown in terms of
23 anchor interest and introduction of designation to both sides would level the
24 playing pitch and he would loose his advantage. He was happy that designation
15:45:45 25 for Blanchardstown was not on the agenda."
26
- 27 Were you aware in March 1994, that Mr. O'Callaghan was seeking to ensure that
28 there would be designation for either Blanchardstown or Quarryvale?
- 29 A. We certainly made applications prepared by the executor and by KPMG to support
15:46:09 30 designation for Blanchardstown and the reasons why it should be designated the

- 15:46:12 1 same as Tallaght. We didn't succeed. I wasn't aware of any internal comments
2 like of this nature.
- 3 Q. 732 This is an indication of your rival's attitude to what was happening at this
4 time concerning designation. I am more concerned about what you can tell the
15:46:32 5 Tribunal as a board member in '93/'94 concerning Green Properties' attitude to
6 designation for their site in Blanchardstown?
- 7 A. I think it's fair to say the board accepted that stage we weren't going to
8 succeed with designation. We had been five or six years. Tallaght had
9 succeeded in getting designation I think from memory '88/'89 and we were
15:46:57 10 gearing towards commencing construction at this stage. It would have been a
11 big bonus but we were just not getting it and we didn't know the reason but it
12 just didn't happen for us.
- 13 Q. 733 Were you ever verbally promised designation by any government minister in the
14 period that you had been seeking it from '87/'88 onwards?
- 15:47:17 15 A. Not to my knowledge.
- 16 Q. 734 Did you ever attend at any meeting with politicians, senior politician or
17 indeed government minister in which designation was discussed?
- 18 A. No.
- 19 Q. 735 Did any senior board member ever report back to you or to the board on
15:47:33 20 discussions he or she might have had with any senior politician on which
21 designation was discussed?
- 22 A. I recall the matter being discussed at board meetings and Mr. Corcoran briefing
23 the board on progress in relation to designation.
- 24 Q. 736 That would have been up to July 1993?
- 15:47:47 25 A. That's right.
- 26 Q. 737 Well what about after July 1993 and up until March 1994?
- 27 A. Oh, I think at this stage I think it was as far as the company was concerned a
28 lost cause at that stage.
- 29 Q. 738 Did Mr. Corcoran ever brief the board of any undertaking or commitments that he
15:48:06 30 had received from any senior politicians that Green would receive designation?

- 15:48:10 1 A. I wasn't aware of, I have no recollection, I wasn't aware of any as such
2 confirmation from any party.
- 3 Q. 739 Not confirmation but --
- 4 A. Well even promise or otherwise, I wasn't aware of any.
- 15:48:24 5 Q. 740 Yes. In other words was the board of Green ever of the view that they were
6 likely to get designation at any stage?
- 7 A. I think it's reasonable to say that at the early stages we felt we had similar
8 cause to Tallaght. And we were optimistic after the Tallaght designation that
9 we would succeed.
- 15:48:41 10 Q. 741 For example --
- 11 A. But once the meetings and the Council meetings start in the '91, deep down I
12 think every director felt that we weren't going to succeed. We weren't the
13 most popular company in Ireland at the time, politically.
- 14 Q. 742 Would it be fair to say that position in '91 and subsequent years differed from
15 the position prior to '91?
- 15:49:00 16 A. Oh, yes.
- 17 Q. 743 Mr. Gilmartin has given evidence to this Tribunal that he was of the view and
18 appears to have expressed that view to others at the time, that his site in
19 Quarryvale would receive designation in 1990?
- 15:49:16 20 A. I think it's fair to say up to that period we would have been optimistic of
21 something happening from our side. I don't know what happened in relation to
22 Quarryvale. But certainly we felt that we weren't going to succeed politically
23 in getting anything in '92/'93.
- 24 Q. 744 But that doesn't mean that you weren't seeking designation in '92 or '93.
- 15:49:33 25 A. We formally wrote to the Department of Environment and supported it with
26 detailed documentation in relation to the benefits for the local area and
27 that's been made available to the Tribunal.
- 28 Q. 745 So when Mr. O'Callaghan tells Allied Irish Bank on the 2nd of March 1994, that
29 he was aware that Blanchardstown was seeking designation he is correct on that?
- 15:49:52 30 A. I think so, yes.

- 15:49:55 1 Q. 746 Did you know that he was implicating in political circles that he wasn't
2 seeking designation for Quarryvale provided that Blanchardstown didn't get it?
3 A. I wasn't aware of that but I can see from a political sense why it might be
4 said.
- 15:50:07 5 Q. 747 Was he correct when he advised the bank that he believed that he was ahead of
6 Blanchardstown in terms of anchor tenants and the introduction of designation,
7 sorry ahead of Blanchardstown in terms of anchor tenants I should say?
8 A. There were a lot of rumours and we were endeavouring to get our own anchor
9 tenants in Blanchardstown. And obviously anchor tenants at that time used that
10 as an opportunity to dictate the commercial terms being offered by the party.
- 15:50:35 11 Q. 748 They were ratcheting the price up?
12 A. Ratcheting the price down because otherwise they would have gone to the other
13 entity. That was an additional problem for us but --
- 14 Q. 749 Were you aware for example that he believed that the introduction of
15 designation to both sides would effectively level the playing pitch and he
16 would lose his advantage of designation introduced in Blanchardstown?
17 A. Blanchardstown was a bigger scheme at that stage. It was three times the size
18 of ... and obviously as a result of that the benefit to entity would have been
19 greater.
- 15:51:13 20 Q. 750 Thank you very much, Mr. McKenna.
21
22 CHAIRMAN: Do you wish to ask your client any questions?
23
24 MR. GARDINER: No, thank you, Chairman.
- 15:51:20 25
26 CHAIRMAN: Thank you.
27
28 JUDGE FAHERTY: Just one matter. Yes, Mr. McKenna. Just to ask you. A
29 little while ago, I think it was in response to a question from Mr. Quinn. I
15:51:33 30 think he put it to you that this would have been now after the vote in 1991,

15:51:40 1 that the May vote when the tax designation on Neilstown was effectively
2 switched over to Quarryvale.

3 A. Okay.

15:51:47 5 JUDGE FAHERTY: By then. That Green Properties were putting it about that the
6 rezoning of Quarryvale came about because of undue influence and you agreed and
7 what did you mean by that, Mr. McKenna?

8 A. Well from a property sense the city was rife with rumours of what was happening
9 at the time.

15:52:12 10
11 JUDGE FAHERTY: It was --

12 A. Rife with rumours as to why this was happening and we were aware that it was a
13 political decision by the politicians to change the zoning. Now, I have no
14 personal knowledge of any undue influence but I should probably qualify it by
15 saying that was what the perception was. I have no personal knowledge.

16
17 JUDGE FAHERTY: And what was the perception? What was the undue influence
18 that you say was perceived?

19 A. That a political decision was being made in a commercial field basically, which
15:52:50 20 had nothing to do with the commercial reality of it -- of the planning process
21 of what was happening on the ground and normally these town centre schemes
22 which had been designed way back in the Myles Wright Report back in 1972 were
23 being interfered with by politicians. You know, everybody on the ground was
24 from 1972 and Tallaght had been built and I was at the opening of Tallaght.
15:53:19 25 Everybody knew the rules and we got on with our life and all of a sudden this
26 change appeared overnight almost. And I think to get the motion passed had to
27 be a political decision and we saw politicians getting involved in what
28 basically was a commercial process.

29
15:53:42 30 JUDGE FAHERTY: Thank you.

15:53:44 1 CHAIRMAN: Thank you very much

2 A. Thank you, Mr. Chairman.

3

4 CHAIRMAN: We are not sitting tomorrow, Friday.

15:53:49 5

6 MS. DILLON: That's correct, Sir. We are sitting on Tuesday.

7

8 CHAIRMAN: At?

9

15:53:53 10 MS. DILLON: Two o'clock.

11

12 CHAIRMAN: At two o'clock on Tuesday.

13

14 MS. DILLON: For Mr. Gerard Leahy.

15:54:03 15

16 **THE WITNESS THEN WITHDREW.**

17

18 CHAIRMAN: All right. Are we not sitting on Tuesday morning?

19

15:54:11 20 MS. DILLON: I'm just having that checked. No, it's Tuesday afternoon. All

21 right. Thank you, Sir.

22

23 CHAIRMAN: Thank you.

24

15:55:22 25 **THE TRIBUNAL THEN ADJOURNED UNTIL TUESDAY,**

26 **29TH JANUARY 2008, AT 2:00 P.M.:**

27

28

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30