

09:29:29 1 **THE TRIBUNAL RESUMED AS FOLLOWS ON THURSDAY,**

2 **31ST JANUARY 2008, AT 10:00 A.M.:**

3
4 CHAIRMAN: Good morning, Ms. Dillon.

10:12:12 5
6 MS. DILLON: Good morning, Sir.

7
8 CHAIRMAN: Now, Mr. Dunlop.

9
10:12:18 10 **MR. FRANK DUNLOP CONTINUED TO BE QUESTIONED AS FOLLOWS**

11 **BY MS. DILLON:**

12
13 A. Good morning, Ms. Dillon.

14 Q. 1 MS. DILLON: Good morning, Mr. Dunlop.

10:12:31 15 Yesterday afternoon at page 8900, this is the invoice that issued by you on the
16 18th of December 1992, that's the day after the successful Quarryvale vote.

17 A. Yes.

18 Q. 2 And I had identified for you the fact that the description of the services
19 provided were different to the previous Shefran invoices, isn't that right?

10:12:55 20 A. Correct.

21 Q. 3 Is it the position that you agreed with Mr. O'Callaghan that this invoice would
22 be issued and that discussion took place on the 17th of December 1992?

23 A. Yes, it is likely as I have said previously that any invoice that I issued to
24 Mr. O'Callaghan would have been discussed with him in advance. And it, the
10:13:19 25 likelihood is that that was discussed on the day after the vote on that evening
26 or on the following morning.

27 Q. 4 Yes. So in effect, Mr. Dunlop, was this like a success fee?

28 A. No, I've never -- no, I have never regarded that invoice as a success fee.
29 I've always regarded it as part of the fee structure rightly or wrongly. But
10:13:50 30 I've always regarded it in that effect. I don't have any recollection

10:13:53 1 whatsoever of discussing a success fee with Mr. O'Callaghan in that particular
2 context or in the context of that particular invoice to be straight forward
3 about it. I was probably striking while the iron was hot in the context of
4 what had occurred either on the day or the day previous.

10:14:12 5 Q. 5 And I think it was the invoice was paid at 8942, please. On the 17th of
6 February 1993?
7 A. Yes.

8 Q. 6 And this is the bottom cheque on that page, isn't that right?
9 A. Correct.

10:14:28 10 Q. 7 And I think if we look at the reverse on the following page, please.
11 A. Yes.

12 Q. 8 That is endorsed in the name of Hugh McGowan and Kevin O'Byrne?
13 A. Kieran O'Byrne.

14 Q. 9 Kieran O'Byrne.
10:14:42 15 A. Yes. Did either of those actually endorse the back of that cheque? I cannot
16 absolutely say that they did. The likelihood is that it was me.

17 Q. 10 Isn't that?
18 A. It is my writing, yes.

19 Q. 11 It is your writing?
10:14:57 20 A. It is a sort of a bastardised version of my actual writing, yes.

21 Q. 12 So that you have put Mr. McGowan's name on the back of the cheque, isn't that
22 right?
23 A. Yes.

24 Q. 13 And you have signed his name to the back of the cheque and that would have been
10:15:10 25 because Mr. McGowan was one of the directors of Shefran, isn't that right?
26 A. That's correct, yes.

27 Q. 14 And that is a cheque that you cashed with Mr. Ahern in Allied Irish Bank.
28 A. In College Street.

29 Q. 15 Isn't that correct?
10:15:20 30 A. Yes.

10:15:20 1 Q. 16 What did you do with that money, Mr. Dunlop?
2 A. That I cannot say to you specifically, Ms. Dillon, but I obviously added to the
3 any monies that I had already.
4 Q. 17 On the 19th of February.
10:15:36 5 A. I yes, sorry.
6 Q. 18 Sorry, Mr. Dunlop.
7 A. I don't want to anticipate anything. But I do know that in the context of the
8 receipt of one particular cheque I did defray some debt that I had with Allied
9 Irish Bank. I'm not quite certain that it was that particular cheque to be
10:15:53 10 honest with you.
11 Q. 19 No, I think we've already dealt with that, that was a previous cheque.
12 A. Yes.
13 Q. 20 That you received in the course of 1992, isn't that right?
14 A. And I defrayed a debt that I had with the bank, part defrayed, yes.
10:16:07 15 Q. 21 You defrayed the 20,000 pounds that you had borrowed in February, isn't that
16 right?
17 A. Correct.
18 Q. 22 That's the money that you can't remember why you borrowed the 20,000 and you
19 can't remember what you did with it, isn't that right?
10:16:17 20 A. Yes and Mr. Ahern gave evidence to the effect that he had no recollection as to
21 the reason for the borrowing either.
22 Q. 23 Yes, but it is defrayed from one of the first Shefran cheques that you get is
23 that what you're thinking about, Mr. Dunlop?
24 A. Yes.
10:16:31 25 Q. 24 Now insofar as this payment in February of 1993 is concerned, the Tribunal
26 asked you, Mr. Dunlop, to account for a lodgement to your Irish Nationwide
27 Building Society account 8946 on the 19th of February --
28 A. Yes.
29 Q. 25 -- of 10,000 Pounds.
10:16:48 30 A. Yeah.

- 10:16:48 1 Q. 26 Now, initially you were unable to provide an explanation isn't that correct,
2 Mr. Dunlop?
3 A. Yes.
4 Q. 27 But subsequently at 8950 in this document.
- 10:17:03 5 A. Yeah.
6 Q. 28 The explanation is given that that lodgement of 10,000 pounds is part of the
7 25,000 pounds from Riga on the 17th of February 1992, isn't that correct?
8 A. Yes.
9 Q. 29 Was this exercise that's represented by page 8950, an exercise that was carried
10 out by your accountants Coyle & Coyle?
11 A. Well I think it was an exercise that was carried out by a number of people and
12 I wouldn't like to specifically say that it was solely carried out by Coyle &
13 Coyle. I participated in the drawing up of it, and I think on in receipt of
14 documentation or response from various institutions we probably came to the
10:17:53 15 conclusion that that 10,000 was part of the 25. I can't say specifically that
16 Coyle & Coyle solely drew up the --
17 Q. 30 I am not really interested in who drew up the document. I'm interested in how
18 the connection was made, Mr. Dunlop, between the 25,000 pounds --
19 A. Oh, yes.
- 10:18:10 20 Q. 31 -- Riga cheque payable to Shefran, that was cashed by you on the 18th of
21 February 1993, and the lodgement of 15,000 pounds cash to the building society
22 account of yours, that lodgement of 10,000 pounds cash on the following day?
23 A. Yes. I can't say specifically how the connection was made but I mean the
24 likelihood is that when I went in to the building society on the following day
10:18:38 25 with 10,000 pounds in cash that it was part of the 25,000 that I had cashed the
26 previous day. I cannot say to you specifically now in recollection how we came
27 to that particular conclusion but the likelihood is that is what ...
28 Q. 32 Is it the position, Mr. Dunlop, that it is the date?
29 A. That is part of it, yes.
- 10:18:56 30 Q. 33 That makes the connection?

10:18:58 1 A. Yes.

2 Q. 34 And that initially when you were asked by the 10,000 pounds you didn't know
3 where it came from, isn't that right?

4 A. Yes.

10:19:04 5 Q. 35 Subsequently when the connection is made with the date of the cashing of the
6 Shefran cheque a connection is made, isn't that right?

7 A. Yes.

8 Q. 36 And that connection is based on the fact that the cheque for 25,000 pounds is
9 cashed on the 18th and the lodgement of 10,000 pounds is made on the 19th,
10:19:20 10 isn't that right?

11 A. Yes.

12 Q. 37 You, if I understand you correctly, do not have any recollection of what you
13 did with the 25,000 pounds?

14 A. No I don't.

10:19:27 15 Q. 38 Isn't that right?

16 A. No.

17 Q. 39 All right. Now at 8947, Mr. Dunlop, this is the lodgement docket.

18 A. Uh-huh.

19 Q. 40 Lodging as can be seen from the docket, 10,000 pounds in cash --

10:19:39 20 A. Yes.

21 Q. 41 -- to your account in the Irish Nationwide Building Society and that is a
22 lodgement clearly that is made by you, isn't that right?

23 A. Correct, yes.

24 Q. 42 And it is clearly cash, isn't that the position?

10:19:49 25 A. That's correct, yes.

26 Q. 43 But you would also have been holding cash, isn't that right?

27 A. Yes.

28 Q. 44 And you have previously told the Tribunal that where you made lodgements that
29 your normal practice was to hold money back, isn't that right?

10:20:02 30 A. That's correct.

10:20:03 1 Q. 45 So that you would have had other cash available to you as well as this 25,000
2 pounds, isn't that right?
3 A. Correct.
4 Q. 46 Now, at that time, Mr. Dunlop, assuming for the moment that you might be
10:20:13 5 correct and that the 10,000 pounds to the Irish Nationwide came from the Riga
6 cheque, what did you do with the 15,000?
7 A. Well I think as I said to you a moment ago, I probably put it with the rest of
8 the cash that I had.
9 Q. 47 But for what purpose, Mr. Dunlop?
10:20:31 10 A. The purpose being. The overriding purpose, the over arching purpose for a long
11 period of time was that I wanted to have ready cash with me. I dealt in cash
12 and I wanted to have cash available.
13 Q. 48 You cashed the cheque for 25,000 pounds, Mr. Dunlop.
14 A. Yes.
10:20:50 15 Q. 49 And you made a decision if you are correct about the connection between this
16 lodgement, to lodge 10,000 pounds in cash to a "war chest" fund a cash fund,
17 isn't that right?
18 A. Correct yes.
19 Q. 50 The Irish Nationwide is a cash fund but it's held in a building society, isn't
10:21:08 20 that right?
21 A. Correct, yes.
22 Q. 51 You decided to keep 15,000 pounds in cash, isn't that right?
23 A. Yes.
24 Q. 52 So there is some decision being made by you, isn't that right? You have to
10:21:16 25 analyse what you have and what you are going to need for the future, isn't that
26 right and what you decided to do was to lodge 10 because your requirements for
27 actual cash were 15,000, isn't that right?
28 A. What I ... in the very clinical way in which you put it. What I decided was
29 that I was going to lodge 10,000 into the building society account and retain
10:21:39 30 15. I cannot specifically say to you what I did with the 15, other than to say

10:21:44 1 what I have said in relation to other cashing of cheques and the dispositions
2 of the money either into other accounts and retaining the cash. To say that I
3 had a specific purpose in mind. The only answer that I can give to you is that
4 the purpose in mind was to have ready cash available to me.

10:22:07 5 Q. 53 Did you pay 15,000 pounds or any portion of 15,000 pounds to anybody in
6 connection with Quarryvale?

7 A. Well --

8 Q. 54 When you received the money?

9 A. No.

10:22:25 10 Q. 55 But you don't know what you did with it, isn't that right?

11 A. No. I had ... I had those monies available to me and as I think was asked of
12 me by the Chairman some days ago, I cannot specifically say whether in the
13 accumulation of the funds that I had available to me, any of those monies
14 subsequently might have been used by me for purposes other than Quarryvale.

10:22:48 15 Q. 56 So that you issue an invoice in December the day after the successful
16 Quarryvale vote for 25,000 pounds. You receive the money and the best you can
17 tell the Tribunal is that you might have lodged 10,000 pounds of that to the
18 Irish Nationwide Building Society account which was a cash account maintained
19 by you?

10:23:06 20 A. Yes.

21 Q. 57 Or if that's into the correct you cashed and kept the 25,000 pounds, isn't that
22 right, but you have no idea what you did with it?

23 A. No.

24

10:23:14 25 JUDGE FAHERTY: Mr. Dunlop.

26 A. Sorry, Judge.

27

28 JUDGE FAHERTY: Could it be that you retained money because you had expended
29 the entire of the monies you had in the run up to December 1992?

10:23:28 30 A. We --

10:23:28 1
2 JUDGE FAHERTY: We were here yesterday.
3 A. Yes.
4
10:23:30 5 JUDGE FAHERTY: And indeed previously where you had 72,000 in cash.
6 A. Correct.
7
8 JUDGE FAHERTY: Certainly by November. Isn't that correct?
9 A. Yes
10:23:38 10
11 JUDGE FAHERTY: 1992.
12 A. That's correct.
13
14 JUDGE FAHERTY: On your evidence you have accounted for a portion of that.
10:23:44 15 A. Yes.
16
17 JUDGE FAHERTY: By way of the distributions you say you made to various
18 parties, isn't that correct?
19 A. That's correct, yes.
10:23:51 20
21 JUDGE FAHERTY: But you as I understand it say said to Ms. Dillon that, and
22 agreed, that the distributions you alleged you made didn't account for the
23 entire 72, that there was a balance like I won't say precisely but there would
24 be in the region of 30,000 as I understand it.
10:24:10 25 A. Yes, that's correct.
26
27 JUDGE FAHERTY: Is that correct?
28 A. Yes.
29
10:24:12 30 JUDGE FAHERTY: And why would you, if that's what you are saying, Mr. Dunlop,

10:24:16 1 why would you need to add 15,000 cash from this, if you had that sort of money
2 retained by you?
3 A. Well --
4

10:24:30 5 JUDGE FAHERTY: This is now we're only into February as I understand it 1993?
6 A. 1993. Well the only answer without repeating myself, Judge, is the answer that
7 I gave to Ms. Dillon, that I made a decision obviously to retain 15,000 pounds
8 in cash because I was dealing in cash to a considerable extent at that time and
9 I retained it because I believe that it was valuable to have that amount of
10:25:04 10 money or you know have access to that amount of money if I so required.
11
12 JUDGE FAHERTY: Yes.
13

14 Q. 58 MS. DILLON: But you are not able to tell the Tribunal why you required it,
10:25:16 15 Mr. Dunlop, and how you in fact spent it, isn't that the position?
16 A. Correct.
17 Q. 59 Now, at that time and within a very short period of time of you issuing the
18 invoice for 25,000 pounds to Shefran at 8966, you issued this invoice from
19 Frank Dunlop & Associates to Riga, isn't that right?
10:25:38 20 A. Yes.
21 Q. 60 And that is an invoice that's described as know going costs re Quarryvale.
22 A. Correct.
23 Q. 61 And that invoice is issued two days or three days after you issue the Shefran
24 invoice for 25,000 pounds.
10:25:49 25 A. Yes.
26 Q. 62 So there is yet another example of the parallel invoicing that was going on
27 between yourself and Mr. O'Callaghan's companies, isn't that right?
28 A. Yes, as I think I have outlined to you previously the Shefran invoices related
29 to the fee structure that was agreed in the circumstances I outlined with Mr.
10:26:05 30 O'Callaghan. Any costs coming out of, any invoices coming out of Frank Dunlop

10:26:11 1 & Associates related to whatever the accumulated costs were in relation to the
2 project.

3 Q. 63 And we had seen I think, Mr. Dunlop, that up to the time that this invoice is
4 issued on the 21st of December 1992, there had been four prior invoices
10:26:26 5 totalling over 50,000 pounds that were entitled to ongoing costs re Quarryvale
6 and no back up had been provided in relation to them, isn't that right?

7 A. That's correct, yes.

8 Q. 64 And you have told the Tribunal that you had agreed in general terms with Mr.
9 O'Callaghan the amounts of these invoices prior to you issuing the actual
10:26:44 10 invoice and receiving payment, isn't that right?

11 A. And that would apply in this particular instance also.

12 Q. 65 Well in fact, Mr. Dunlop, in this particular instance you do provide back up at
13 8967, unlike the previous four invoices, isn't that right?

14 A. Correct.

10:26:58 15 Q. 66 Now, I want to take you down through back up. Now, this is the back up that
16 you have provided to Riga --

17 A. Yes.

18 Q. 67 In relation to the contents of that invoice. So first of all if you look at
19 what's described as contributions?

10:27:14 20 A. Uh-huh.

21 Q. 68 And the first there is "Fine Gael golf classic" then there is "Quarryvale
22 boxing club".

23 A. Um, um.

24 Q. 69 "Clondalkin chamber of commerce golf, St Kevin's school survey, Neilstown
10:27:29 25 boxing club, J O O'Halloran, Neilstown ladies football club, St Bernadette's
26 materials fund, MS society, St Vincent de Paul and Quarryvale Musical Society."

27 A. Yeah.

28 Q. 70 Now, would it be fair to say having looked at your cheque payments book, that
29 in general these have been increased as opposed to the amount you actually
10:27:46 30 paid?

- 10:27:46 1 A. Yes.
- 2 Q. 71 So I think for example if we take one example. I think that in fact what you
3 paid to saint Bernadette's is 500 pounds and it's recounted there as 1,000?
- 4 A. Yes.
- 10:27:57 5 Q. 72 So that you had previously told the Tribunal that in general in the business as
6 I understand it, there is an increase built-in to these payments that you make
7 out, is that right?
- 8 A. That's right.
- 9 Q. 73 And that increase seems to be of the order of between 25 and 50 per cent?
- 10:28:12 10 A. Yes.
- 11 Q. 74 And that you say is standard in the business.
- 12 A. Well I'm not saying it's standard. I don't want to impute anything in relation
13 to the generality of the business with other people.
- 14 Q. 75 Yes.
- 10:28:22 15 A. But as far as I'm concerned, in the method that I was trained in relation to
16 what is known as handling charges.
- 17 Q. 76 Yes so that you build is in a sort of a fee for yourself to these payments that
18 you make, isn't that right?
- 19 A. Yes.
- 10:28:35 20 Q. 77 But in fact you have available to you in actual fact as most of these are made
21 by cheque and can be found by going back to the cheque payments book. You
22 would have had available to you an actual document or a piece of paper showing
23 what amount in fact was paid to Quarryvale boxing club or whatever, isn't that
24 right?
- 10:28:52 25 A. Correct, yes.
- 26 Q. 78 If any issue arose.
- 27 A. Yes.
- 28 Q. 79 The second heading on the document is "security".
- 29 A. Yes.
- 10:28:58 30 Q. 80 Now there is a figure for almost 9,000 pounds and it's called "Lucan security".

- 10:29:04 1 A. Yes.
- 2 Q. 81 A and is that a cumulative sum that accounts were, what you had described
3 yesterday to the Tribunal, the arrangement that you had for sending out cash to
4 pay the security on the site, is that right?
- 10:29:14 5 A. Yes, correct.
- 6 Q. 82 And that you have added that figure up and again may the Tribunal take it,
7 there is an inbuilt profit factor in this figure?
- 8 A. Yes. And again for completeness, Ms. Dillon, as I said to you yesterday, I
9 cannot absolutely recall as time goes on, it gets increasingly difficult. But
10:29:31 10 there were a number of people in relation to this Lucan security thing, the
11 names escape me, I think I mentioned one in particular yesterday. But in
12 general that was the arrangement.
- 13 Q. 83 And as I understand the arrangement is you would cash a cheque for 500 pounds
14 or 600 pounds and you would send that cash out by courier or however to
10:29:56 15 Quarryvale to where the people were working on-site to pay them, isn't that
16 right?
- 17 A. Or it would be collected in my office by somebody representing them, yes.
- 18 Q. 84 And then item No. 2 is other security to the 31st of December '92. What is
19 that?
- 10:30:08 20 A. That I cannot absolutely say to you but it obviously relates to security again.
21 At one stage and I just want to be careful about this because I don't want to
22 say this in any definitive way given what I said yesterday in relation to this
23 whole security issue because there were a number of people involved but at one
24 stage my recollection is that either Colm McGrath or somebody associated with
10:30:42 25 Colm McGrath were providing security or doing something in terms of security in
26 relation to the site. Now, I, I cannot say specifically that that is totally
27 accurate but I do recollect that somebody associated with Colm McGrath was
28 relating to security.
- 29 Q. 85 At this time was there a problem on the site with travellers, Mr. Dunlop?
- 10:31:06 30 A. Yes there was.

- 10:31:07 1 Q. 86 Right. And did that subsequently result in court proceedings and an
2 application for an injunction brought on behalf of Barkhill I think it was?
3 A. Yes as I recollect it, yes it did.
- 4 Q. 87 And there was publicity in the papers in mid 1993 in relation to attempts that
10:31:22 5 were made to move travellers off the site?
6 A. Correct.
- 7 Q. 88 And I think that Mr. O'Callaghan had paid money I think directly to the
8 travellers and yet they hadn't moved, isn't that right?
9 A. I wasn't involved in that but as I recollect matters generally, yes. That is
10:31:38 10 what occurred.
- 11 Q. 89 Now, was the security that was put in place up to December 1992, was that
12 security designed to ensure that the site was kept free of any travellers, was
13 that part of matters that were being looked after in terms of security?
14 A. No, I don't think so, Ms. Dillon. That would not be my recollection of it. I
10:32:06 15 think the issue in relation to the occupation of a part of the site, one
16 particular corner of the site was an ongoing issue but I think that there was
17 concern about machinery or other access into the site. I have to say to you
18 that this may sound a little bit strange. But I have to say to you that I
19 never quite knew what the security, what security was being provided or what
10:32:29 20 was actually being done. I never visited the site, monitored security, who was
21 doing the security. This all eventuated as a result of an arrangement made
22 with me, with Mr. O'Callaghan in relation to various individuals providing
23 security on the site.
- 24 Q. 90 And again within these figures for security, is there the inbuilt profit factor
10:32:51 25 that you have --
- 26 A. Yes.
- 27 Q. 91 -- already identified in relation to the other?
28 A. Yes, yes, I would say. I would say that is the case, notwithstanding the fact
29 that most of these payments were made in cash.
- 10:33:01 30 Q. 92 And under the last heading on this breakdown there is other miscellaneous cost.

10:33:06 1 A. Yes.

2 Q. 93 The first relates to Newswest supplement. That was Ms. Freda Kelly's

3 newspaper, is that correct?

4 A. Correct, yeah. I think newspaper is a slightly grand eloquent term. It's just

10:33:17 5 a rag.

6 Q. 94 And No. 2 there is your centre re print that was a document, isn't that right

7 that was generated for publication among people living in the locality to

8 Quarryvale, isn't that right?

9 A. Yes. Yes. I think that was a hard backed document. It was a spinal document

10:33:43 10 that was produced for anybody who was interested in the site, but that's

11 correct, yes.

12 Q. 95 And then, item 4 other costs, including expenses and Christmas gifts,

13 15,636.77?

14 A. Yeah.

10:33:56 15 Q. 96 Now, that figure of 15,636.77, Mr. Dunlop, is a very big figure for Christmas

16 gifts.

17 A. Uh-huh.

18 Q. 97 First of all who were they for?

19 A. Councillors.

10:34:08 20 Q. 98 And did all of the councillors get one of these Christmas gifts?

21 A. As I recollect matters not all councillors got them but certainly a wide

22 proportion of them got them on a cross party basis on the basis that they would

23 be if I may put it this way, within the domain of support or possible support

24 for the Quarryvale project.

10:34:39 25 Q. 99 Yes. Mr. O'Callaghan in his statement to the Tribunal at 3119, in the second

26 paragraph says that "In December '92, Christmas hampers were distributed to a

27 number of elected members of Dublin County Council as a gesture of appreciation

28 for the time and effort put into the Quarryvale project. The cost of these

29 hampers was discharged by Frank Dunlop & Associates Limited and reimbursed by

10:35:00 30 Riga".

- 10:35:00 1
2 Now, Mr. O'Callaghan doesn't give any breakdown of the number of these hampers
3 that were involved but at 8967, do you have any back up documentation, Mr.
4 Dunlop, in relation to the breakdown of the figure of 15,636.77?
- 10:35:22 5 A. No I don't believe I do.
- 6 Q. 100 And in relation to the last item under this heading which is item 5
7 miscellaneous, 7,300 pounds?
- 8 A. Miscellaneous, normally and I'm not positing this as an absolute. Normally
9 miscellaneous in the context of this nature or breakdowns relates to overhead
10:35:43 10 charges, telephones, faxes.
- 11 Q. 101 We've already dealt with that under item 3.
- 12 A. Yes, I know but I think it's a miscellaneous figure that is just included --
- 13 Q. 102 It can't, with respect --
- 14 A. -- for safety.
- 10:35:54 15 Q. 103 -- Mr. Dunlop, be photocopying, phones, fax or couriers because under item 3
16 you have a figure for 4,740 covering that, isn't that right?
- 17 A. Yes.
- 18 Q. 104 So miscellaneous is not photocopying, phones, fax or couriers, isn't that
19 right?
- 10:36:10 20 A. Normally as I said, when I started to answer you there, normally miscellaneous
21 does refer to that, those issues. I do accept that at item No. 3 they are
22 included. I cannot say to you what miscellaneous is in that context unless
23 there is a specific issue that is just being described as miscellaneous but
24 what that would be now I cannot recollect. But certainly the content of this
10:36:31 25 note would have been discussed with Mr. O'Callaghan.
- 26 Q. 105 So first of all the amount of the invoice would have been agreed with Mr.
27 O'Callaghan prior o to you issuing the invoice, isn't that right?
- 28 A. Yes.
- 29 Q. 106 And it is a significantly larger invoice than the other invoices you had issued
10:36:46 30 for ongoing costs re Quarryvale, isn't that right?

- 10:36:49 1 A. That correct, yeah.
- 2 Q. 107 So that in December of 1992, you do two things, Mr. Dunlop, you issue the
3 invoice for your out of pocket expenses with an element of profit included
4 under the heading of Frank Dunlop & Associates?
- 10:37:02 5 A. Yes.
- 6 Q. 108 And then you issue an invoice under the heading of Shefran for 25,000 pounds?
7 A. Which accommodated the fees arrangement that I'd arrived at with Mr.
8 O'Callaghan.
- 9 Q. 109 Yes. But within the figure of 64,000 pounds there is an element of profit, Mr.
10:37:15 10 Dunlop, isn't that right?
- 11 A. Correct.
- 12 Q. 110 And there are figures for which there are no back up, isn't that the position?
13 A. That's correct, yes.
- 14 Q. 111 So that even within the detail that you have provided for the back up to the
10:37:27 15 invoice 778, there is I would suggest to you on what you have told the Tribunal
16 certainly 30 to 40 per cent of that could legitimately be described as profit?
- 17 A. I would say, I would say definitely 25 per cent. I am running a business, I am
18 trying to make a profit. This is the sole concern I have going on a day-to-day
19 basis. Almost. I'm not saying it was the only client we had, it wasn't. But
10:37:56 20 yes I would say 25 per cent, 40 might be a little bit high. But certainly
21 anything from 25 per cent onwards, yes.
- 22 Q. 112 But this particular invoice was paid, isn't that right, Mr. Dunlop?
23 A. It was paid in February, yes.
- 24 Q. 113 It was paid I think in fairness you lodge it to your account on the 25th of
10:38:12 25 January 1993.
- 26 A. Oh, right yeah.
- 27 Q. 114 Isn't that right? At 8976, you will see there on the 25th of January,
28 lodgement to Frank Dunlop & Associates?
- 29 A. Yeah.
- 10:38:26 30 Q. 115 Of that amount, which is the amount of the figure that you were paid by

10:38:30 1 Barkhill?

2 A. Yes.

3 Q. 116 Right. So within five weeks of you issuing the invoice you have been paid the

4 64,000 pounds, isn't that right?

10:38:37 5 A. Correct.

6 Q. 117 And I think then the following month in February you are paid the 25,000 pounds

7 as we've seen, isn't that right?

8 A. Correct.

9 Q. 118 Now, at that stage this effectively wipes out your overdraft, isn't that right,

10:38:49 10 Mr. Dunlop?

11 A. That's correct, yes.

12 Q. 119 Yes. And there was one other invoice that I hadn't dealt with, Mr. Dunlop,

13 which is at 17068. Sorry, 8690 is the correct version of this invoice. This

14 is on the 7th of December?

10:39:23 15 A. Uh-huh.

16 Q. 120 Prior to the vote and this is the fifth ongoing costs re Quarryvale invoice.

17 There is no breakdown of this invoice provided, isn't that right, Mr. Dunlop?

18 A. Correct, yes.

19 Q. 121 So again it had to be a figure you must have agreed with Mr. O'Callaghan, isn't

10:39:36 20 that right?

21 A. Yes indeed.

22 Q. 122 And there is no even attempt at a breakdown as you did with a later invoice for

23 64,000 pounds?

24 A. Correct.

10:39:44 25 Q. 123 Isn't that right? Now you are paid that invoice I think, Mr. Dunlop, on the

26 14th of December 1992, at 8692.

27 A. Yes.

28 Q. 124 Now, this invoice is paid to you by way of a bank draft, isn't that right?

29 A. Correct, yes.

10:40:00 30 Q. 125 Yes. And it's a debit on the Barkhill account. That's not clear from the face

10:40:06 1 of it.

2 A. Yeah.

3 Q. 126 But it is a bank draft from Allied Irish Bank.

4 A. Yes it is, yes.

10:40:10 5 Q. 127 You are not being paid by way of a cheque from Riga.

6 A. That's correct, yes.

7 Q. 128 But the 64,000 pounds that you get is paid by a cheque from Riga, isn't that

8 right?

9 A. Yes.

10:40:20 10 Q. 129 So it's not paid by Barkhill, isn't that right?

11 A. Correct, yes.

12 Q. 130 Can you explain why it was that some of these invoices were paid by Barkhill

13 and some of these invoices were paid by Riga?

14 A. No other than in circumstances I think that I have said to you previously that

10:40:36 15 Mr. O'Callaghan would indicate in discussion with him in relation to the amount

16 or the invoice in advance who the invoice was to be submitted to. I don't

17 think we ever had the discussion with him, I ever had a discussion with him as

18 to who was actually going to pay. My concern was getting paid. Who paid me

19 was irrelevant.

10:40:57 20 Q. 131 So that is it the position then that it is Mr. O'Callaghan who decides as far

21 as you are concerned, Mr. Dunlop, the mechanism or the company through which

22 you would be paid?

23 A. Yes.

24 Q. 132 Right. So that insofar as some of these payments come from Barkhill and some

10:41:11 25 of these payments come from Riga, that is a matter for Mr. O'Callaghan and Riga

26 and Barkhill, is that right?

27 A. Correct other than in specific circumstances where Mr. O'Callaghan may have

28 advised me to address a particular invoice to a particular entity.

29 Q. 133 Yes. So it didn't matter to you whether you were addressing the invoice to

10:41:31 30 Barkhill or Riga?

10:41:32 1 A. No.

2 Q. 134 Right. That was a matter for Mr. O'Callaghan and Barkhill and Riga?

3 A. My discussion with Mr. O'Callaghan was along the lines, that this is an amount

4 due and Mr. O'Callaghan would then agreed that and then I would issue the

10:41:47 5 invoice as per instructions as to whatever the entity was.

6 Q. 135 And at 87 84, Mr. Dunlop, I want to show you a letter of the 15th of December

7 1992.

8 A. Um.

9 Q. 136 And this is a letter from De Loitte & Touche to Aidan Lucey of O'Callaghan

10:42:08 10 Properties. Mr. Lucey was the accountant and this relates to doing the audit

11 for Barkhill and I want to draw to your attention the second last paragraph.

12 And that reads:

13

14 "At this point we have comprehensively examined all documentation received in

10:42:18 15 support of payments and transactions at Barkhill Limited and we have noted

16 there are certain items for which no supporting documents have been received.

17 A schedule of the relevant payments/transactions is also attached. I would be

18 grateful if you could arrange to have your records checked and copies of any

19 supporting documents sent to me as soon as possible".

10:42:37 20

21 Now, this is directed to O'Callaghan Properties Limited, Mr. Aidan Lucey.

22 A. Yes.

23 Q. 137 And in the attached schedule there are a number of schedules attached but there

24 is only one that I want to ask you about, Mr. Dunlop. And at 8972, 8792 I beg

10:42:57 25 your pardon, 8792.

26

27 In this document which is the schedule which is entitled "payments/transactions

28 with De Loitte & Touche which had received no supporting documentation" under

29 item No. 6 there are three amounts paid to Shefran Limited from the Riga

10:43:15 30 subordinated loans on the following dates. 16th of May 1991, 25,000 pounds;

- 10:43:19 1 30th of May '91, 41,000 Pounds; 13th of June 1991, 15,000 pounds?
- 2 A. Yes.
- 3 Q. 138 That comes to 80,000 pounds, isn't that right?
- 4 A. Correct.
- 10:43:28 5 Q. 139 And they are the first three payments that you received, isn't that right?
- 6 A. That's correct.
- 7 Q. 140 Now, what De Loitte & Touche are staying to O'Callaghan Properties in December
- 8 1992 is, we're doing the audit and we need back up documentation for the
- 9 matters that are set out on this schedule, isn't that right?
- 10:43:45 10 A. Yes.
- 11 Q. 141 And three of the matters set out in that schedule relates to monies that have
- 12 been paid to you, isn't that correct?
- 13 A. That's correct, yes.
- 14 Q. 142 Under the heading of Shefran?
- 10:43:55 15 A. Sheefran as they say there which is slightly inaccurate. Yes, that's correct.
- 16 Q. 143 You got this 80,000 Pounds, isn't that right?
- 17 A. Yes, I did.
- 18 Q. 144 You knew A what you had got it for and B at that time I suggest you would have
- 19 known what you did with the proceeds of the cheques, isn't that right?
- 10:44:11 20 A. Yes.
- 21 Q. 145 Did anybody ever come to you and ask you to provide invoices or documentation
- 22 in relation though those three payments?
- 23 A. Not that I recollect, no.
- 24 Q. 146 Did you ever receive any communication from Mr. Lucey?
- 10:44:24 25 A. Yeah, I think I spoke to Aidan Lucey once perhaps twice and that was in the
- 26 absence of Mr. O'Callaghan in relation to, I think on one occasion something to
- 27 do with a delay in payment of a cheque or of an invoice. But certainly I was
- 28 never asked by Mr. Lucey. Mr. Lucey never contacted me to my recollection. I
- 29 think I spoke to him as I said -- I think I met him twice. Mr. Lucey never
- 10:44:58 30 contacted me seeking documentation or seeking supporting documentation or

- 10:45:02 1 eluding in any way to a requirement for supporting documentation that he had
2 been asked for.
- 3 Q. 147 Did Allied Irish Bank ever write to you --
- 4 A. No.
- 10:45:12 5 Q. 148 -- and ask you to provide invoices or documentation or an explanation for these
6 payments or any of the Shefran payments.
- 7 A. No, definitely not.
- 8 Q. 149 Did Mr. John Deane ever write to you and ask you to provide an explanation or
9 documentation in relation to these three Shefran payments or any Shefran
10 payments?
- 11 A. No, the only correspondence I ever had with John Deane related to another
12 matter.
- 13 Q. 150 And did Mr. O'Callaghan ever write to you and ask you to provide invoices or
14 documentation in relation to the Shefran payments?
- 10:45:39 15 A. Not that I can recollect. Either write to me or discuss it with me.
- 16 Q. 151 Had anybody asked you to provide an explanation for these invoices, Mr. Dunlop,
17 at that time, would you have been in a position to provide an explanation for
18 the issuing of these invoices?
- 19 A. I would have said they were fees due to me in relation to an agreement that I'd
10:46:01 20 arrived at with Mr. O'Callaghan.
- 21 Q. 152 Did you yourself have copies of these invoices?
- 22 A. No. Well I think in retrospect, we dealt with this issue at some stage. I was
23 not able to source copies of these invoices in relation to submissions,
24 submission of documentation to the Tribunal. I had to get copies of the
10:46:24 25 invoices I believe from Mr. O'Callaghan.
- 26 Q. 153 Yes. It is clear from the document, Mr. Dunlop, that the accountants had
27 picked up on the payments by looking at the Riga subordinated loan, isn't that
28 correct?
- 29 A. Yes, correct.
- 10:46:39 30 Q. 154 So it is from the payment point of view that they find the three payments,

10:46:43 1 isn't that right?

2 A. That's correct, yes.

3 Q. 155 What they have said in the letter is that they have, they are looking for

4 copies of any supporting documents, isn't that right?

10:46:55 5 A. That's right.

6 Q. 156 And they say they have no supporting documents in relation to the payments,

7 isn't that right?

8 A. Correct.

9 Q. 157 That would mean I suggest, Mr. Dunlop, that they hadn't even copies of the

10:47:02 10 invoices?

11 A. Yes, that could be the case, yes.

12 Q. 158 Because they have nothing?

13 A. Yes.

14 Q. 159 Isn't that right? They have picked up on these payments from business

10:47:13 15 disbursements made, isn't that correct?

16 A. That's correct.

17 Q. 160 They are looking for back up documentation?

18 A. Yes.

19 Q. 161 That suggests De Loitte & Touche hadn't been given any copies of the invoices,

10:47:23 20 isn't that right?

21 A. As you put it, yes. That is certainly ...

22 Q. 162 Subject to anything that De Loitte & Touche say when they come to give

23 evidence.

24 A. That's exactly what I was going to say. But as you put it yes certainly. All

10:47:34 25 I can say to you is I was never asked for documentation by any of the parties

26 that you have just outlined or by De Loitte & Touche.

27 Q. 163 But had you in facts issued any invoices by December 1992 at all, Mr. Dunlop?

28 A. On behalf of Shefran.

29 Q. 164 Yes.

10:47:54 30 A. Oh, yes.

- 10:47:55 1 Q. 165 Yes.
- 2 A. Yes, I had. Sorry. I paused because of the name. Any invoice that I issued I
- 3 issued to Mr. O'Callaghan following the agreement that I made with him in
- 4 relation to the entity that I would issue it through, maybe Shefran. I did
- 10:48:13 5 issue the invoices, yes.
- 6 Q. 166 Is it possible, Mr. Dunlop, that, and I ask you this so that you can assist the
- 7 Tribunal, that in fact there had been no invoices issued in 1991 and 1992 at
- 8 all?
- 9 A. No, that is not possible. I don't believe that is possible at all. I issued
- 10:48:37 10 the invoices to Mr. O'Callaghan on foot of the arrangement that I made with him
- 11 because of the facility that I had, namely Shefran.
- 12 Q. 167 It is an absolute fact, Mr. Dunlop, that the payments were made, isn't that
- 13 right?
- 14 A. It is absolute.
- 10:48:52 15 Q. 168 And it is clear that the accountants in December 1992, had picked up on these
- 16 three payments which were made on the dates identified, isn't that right?
- 17 A. Correct, yes.
- 18 Q. 169 There is no suggestion that as of December 1992, that they had been provided
- 19 with any copy invoices by you or by anybody, isn't that right?
- 10:49:10 20 A. Well certainly not by me because I was never asked.
- 21 Q. 170 But if you are correct, you would have sent the invoices to Barkhill or to Riga
- 22 isn't that right? When you issued the invoices?
- 23 A. In the person of Mr. O'Callaghan.
- 24 Q. 171 All right. But if you hadn't issued any invoices at all, Mr. Dunlop, and you
- 10:49:26 25 had received the payments from Mr. O'Callaghan --
- 26 A. Yes.
- 27 Q. 172 -- then there becomes a necessity for invoices, isn't that right, when the
- 28 accountants are looking for invoices?
- 29 A. Yes I see the point you're making.
- 10:49:38 30 Q. 173 Do you?

10:49:38 1 A. Yes, absolutely.

2 Q. 174 And you have told the Tribunal previously, isn't that right, Mr. O'Callaghan --

3 Mr. Dunlop -- had -- that you would retrospectively issue invoices. You

4 remember in Cherrywood?

10:49:50 5 A. Yes, in Cherrywood yes, correct.

6 Q. 175 It is clear that you had been paid before the invoice issued.

7 A. By Monarch, yes.

8 Q. 176 Isn't that correct?

9 A. Yes.

10:49:57 10 Q. 177 And you had agreed on that occasion that you did on occasion issue invoices in

11 circumstances in which you had already been paid, isn't that correct?

12 A. That's correct, yes.

13 Q. 178 Now, if we look at the invoices and we look let's say at the 20th of March 1992

14 at 6941. There is no date stamp on that invoice indicating when it was

10:50:20 15 received, isn't that right?

16 A. No there's not, no.

17 Q. 179 And if we look for example at the one on the 18th of December 1992, at 9275.

18 There is no date stamp on that indicating when it was received.

19 A. No.

10:50:37 20 Q. 180 Isn't that right? At 4994, there is no date stamp on this indicating when it

21 was received, isn't that right?

22 A. No, that is correct.

23 Q. 181 And at 3273. The 20th of March '92 invoice. There is no date stamp on that

24 indicating when it was received.

10:51:05 25 A. Correct.

26 Q. 182 And at 4804, on the 25th of March '91, there is no date stamp on that

27 indicating when it was received.

28 A. Yeah.

29 Q. 183 Isn't that right?

10:51:16 30 A. Correct.

- 10:51:16 1 Q. 184 Now, you didn't keep copies of these invoices, isn't that right?
- 2 A. That's correct.
- 3 Q. 185 And when the Tribunal went to you, Mr. Dunlop, looking for documentation in
- 4 relation to the payments to Shefran, you went to Mr. O'Callaghan.
- 10:51:27 5 A. Yes I did.
- 6 Q. 186 And one of the reasons you went down to Cork for your meeting with Mr.
- 7 O'Callaghan was to get your documentation in order for the Tribunal, isn't that
- 8 right?
- 9 A. That was one of the reasons, yes.
- 10:51:36 10 Q. 187 And one of the gaps you had was the provision of the invoices in relation to
- 11 the Shefran payments, isn't that right?
- 12 A. Correct, yes.
- 13 Q. 188 Now these are documents that have been supplied to the Tribunal from you, isn't
- 14 that right?
- 10:51:49 15 A. Yes.
- 16 Q. 189 And you you provided then to the Tribunal because you were provided with them
- 17 from by O'Callaghan?
- 18 A. Yes.
- 19 Q. 190 So they are copies of what Mr. O'Callaghan had, isn't that right?
- 10:51:59 20 A. Correct.
- 21 Q. 191 So none of them are date stamped as having been received on a particular date,
- 22 isn't that right?
- 23 A. That's correct.
- 24 Q. 192 And you yourself not having kept any copies could only operate on the copies
- 10:52:09 25 Mr. O'Callaghan gave you, isn't that right?
- 26 A. That's correct, yes.
- 27 Q. 193 So that on the face of the document, on the face of the invoices that you say
- 28 that you issued in 1991 and 1992, they could I suggest, Mr. Dunlop, have been
- 29 generated at any time because there was nothing on the document to indicate
- 10:52:26 30 when they were generated, isn't that right?

- 10:52:28 1 A. Given the premise of the question, the answer is yes.
- 2 Q. 194 Yes. So that in fact what could have happened, Mr. Dunlop, is that at some
3 later stage when the necessity arose for the production of invoices. In other
4 words, when De Loitte & Touche were doing the audit of Barkhill and these
10:52:49 5 payments among other payments were picked up, the necessity for invoices then
6 became apparent, isn't that right?
- 7 A. That could be the case, yes.
- 8 Q. 195 So that invoices had to be produced in order to satisfy the auditor, isn't that
9 right?
- 10:53:01 10 A. Correct.
- 11 Q. 196 And is it possible, Mr. Dunlop, that in fact what happened is that you never in
12 fact issued any invoice to Mr. O'Callaghan in 1991 and 1992, that you received
13 payments from Mr. O'Callaghan which the amounts of which were agreed between
14 you and that you later produced the invoices to Mr. O'Callaghan or to Riga when
10:53:21 15 the necessity for the invoices became apparent when the auditors came into the
16 picture, could that have happened?
- 17 A. No, certainly not. And I think it's, it is inconceivable in the context of my
18 relationship with Mr. O'Callaghan and the discussion that I had with him in the
19 very early stages of my meetings with him in relation to fees.
- 10:53:45 20 Q. 197 You had no difficulty with Mr. O'Callaghan in so far as the fees were
21 concerned, Mr. Dunlop, because you were getting the money.
- 22 A. Correct.
- 23 Q. 198 And your concern if I understand you correctly was to receive your funds and
24 you didn't really care where it came from, isn't that right?
- 10:53:59 25 A. Well obviously I just invoiced --
- 26 Q. 199 Yes.
- 27 A. -- by agreement with Mr. O'Callaghan. If Mr. O'Callaghan paid me through
28 O'Callaghan Properties, Riga, Barkhill or any other entity that was of no
29 concern to me in effect, other than that I received the funds.
- 10:54:14 30 Q. 200 Okay. So there is a number of features about the Shefran invoices as such.

- 10:54:21 1 You don't keep any copy of these Shefran invoices yourself, Mr. Dunlop, isn't
2 that right?
- 3 A. Correct.
- 4 Q. 201 So if you had issued invoices as you say in March in 1991 and 1992, I suggest
10:54:33 5 that for your own record keeping purposes you would have kept a copy?
- 6 A. Well I didn't.
- 7 Q. 202 Fine. So that you have no copy of these invoices yourself.
- 8 A. No, none.
- 9 Q. 203 The invoices are not date stamped, isn't that right --
- 10:54:47 10 A. That's correct.
- 11 Q. 204 -- as having been received on any particular date, isn't that right?
- 12 A. That's correct, yes.
- 13 Q. 205 And it is clear that by the 15th of December 1992, that insofar as three of
14 these invoices are concerned, the auditors have not been provided with any
10:55:02 15 invoice that you say you had issued by that stage, isn't that right?
- 16 A. As per the De Loitte & Touche note, yes.
- 17 Q. 206 Can you think of any reason as to why there would have been any reason why
18 O'Callaghan Properties or Riga or Barkhill or Mr. O'Callaghan wouldn't have
19 provided the invoices to De Loitte & Touche?
- 10:55:21 20 A. That I can't say. I mean, I don't mean to be trite about it but it's a matter
21 what Mr. O'Callaghan did or did not provide to De Loitte & Touche is at a
22 matter for Mr. O'Callaghan, but all I can say to you is what I have said
23 already. I was never asked by anybody for the provision of copies of invoices
24 in the context of De Loitte & Touche requiring supporting documentation.
- 10:55:47 25 Q. 207 Now, the issue of the documentation and the supporting documentation became an
26 issue that continued throughout 1993, Mr. Dunlop, at 8972 as the auditors
27 sought. Sorry, 8792. The auditors sought to get information in relation to
28 all of the matters that were listed as items one through to nine on that
29 document.
- 10:56:16 30 A. Yes.

10:56:16 1 Q. 208 And it was a matter of discussion between the bank and Mr. O'Callaghan and the
2 bank and Mr. Deane throughout 1993. And there was correspondence passing
3 between the parties, between Mr. Deane and the bank. At any stage throughout
4 1993 did anybody come back to you and say can you give us invoices or
10:56:38 5 documentation in relation to any of these payments?

6 A. Certainly not to my recollection. I was never contacted to the best of my
7 recollection I was never contacted by any party in relation to supporting
8 documentation.

9 Q. 209 I think later in 1993, Mr. Dunlop, if you just give me a moment until the find
10:57:08 10 the document. There was further discussion I think within the bank in relation
11 to the audit within the bank and again there is discussion about that schedule.
12 Not just confined now to your documentation but in relation to other items on
13 the schedule.

14 A. It seems to be an extensive list of non-supporting documentation.

10:57:33 15 Q. 210 Yes and they were able to take out of some of them. But at all stages it is
16 the case, Mr. Dunlop, that Mr. O'Callaghan would have known who Shefran was
17 whether it was Sheefran or Shefran?

18 A. Oh, absolutely yes.

19 Q. 211 And if there was any question about the invoices or lack of documentation it
10:57:48 20 was only a question of Mr. O'Callaghan picking up the phone to you, isn't that
21 right, and asking you for a copy of invoice or duplicate invoice?

22 A. Yes if he so wished. He knew exactly who Shefran was. I had identified
23 Shefran to him in the first instance, so he knew who it was. He may have known
24 the exact derivation of the word Shefran. I don't know whether I ever
10:58:12 25 explained that one to him but he did know that to all intents and purposes, I
26 and Shefran were one and the same.

27 Q. 212 So there would have been no difficulty or no apparent difficulty about seeking
28 documentation from you or an explanation for the invoices or copies of the
29 invoices?

10:58:25 30 A. I couldn't envisage any circumstances in which that was the case. If Mr.

- 10:58:29 1 O'Callaghan so wished, all he had to do, knowing what he knew in relation to
2 the identity of Shefran, was to call me or speak to me about it.
- 3 Q. 213 And you would have issued an invoice I suggest to you, Mr. Dunlop, at any stage
4 for Mr. O'Callaghan even though you hadn't kept copies. You would have created
10:58:47 5 another invoice for Mr. O'Callaghan had he wanted it, isn't that right?
- 6 A. If it accorded with the amounts of payments that had been made, if that was the
7 case, yes.
- 8 Q. 214 So that if say for example the invoices had been lost?
- 9 A. Yes.
- 10:58:58 10 Q. 215 And there was no copy available.
- 11 A. Yes.
- 12 Q. 216 It wouldn't have been a matter of any concern to you once the amounts accorded
13 with the amounts you paid, that you would have created another invoice for De
14 Loitte & Touche or for Mr. O'Callaghan?
- 10:59:10 15 A. Yes, if that was required to facilitate a requirement being asked of Mr.
16 O'Callaghan by De Loitte & Touche, yes.
- 17 Q. 217 Now, I think in January 1993, Mr. Dunlop, the senate campaign, the election was
18 over in November 1992, isn't that right?
- 19 A. That's correct, yes.
- 10:59:29 20 Q. 218 And in January of 1993, the Senate campaign started, isn't that right?
- 21 A. Correct.
- 22 Q. 219 And I think if we look at 24723, which is a record of your diary and telephone
23 contacts for 1993, you will see that there is a reduction there in the amount
24 of meetings and telephone contacts in comparison with December 1992?
- 10:59:50 25 A. Yes.
- 26 Q. 220 So I mean January 1993 was less busy as it were, isn't that right?
- 27 A. Yes correct, yes.
- 28 Q. 221 Now, I think that in January of 1993, Mr. Dunlop, again just on that issue that
29 I have been dealing with at 9086. This is a letter from De Loitte & Touche to
11:00:15 30 Mr. O'Callaghan in January '93 and at paragraph two they state:

11:00:20 1
2 "While I understand that the last number of months have obviously been totally
3 concentrated on issues surrounding around the zoning and planning permission,
4 there are more mundane accounting and reporting issues which now need to be
11:00:31 5 tackled before the project goes to the next stage".
6
7 At at 9087 "a meeting is suggested so that the accounts can be finalised". Do
8 you see that?
9 A. Yes.
11:00:42 10 Q. 222 So that if, and by this stage, by the 15th of January 1993, the letter of the
11 15th of December 1992 had issued.
12 A. Yes.
13 Q. 223 With the schedule of unexplained transactions.
14 A. Yes.
11:00:53 15 Q. 224 And if Mr. O'Callaghan when he received this letter had picked up the telephone
16 to you and said look Frank can you give me documentation in relation to those
17 three Shefran payments, you would have been a happy to comply with that?
18 A. Yes I would, yes.
19 Q. 225 Now, in 1992, Ms. Therese Ridge stood for the Senate, isn't that right?
11:01:13 20 A. Yes she did?
21 Q. 226 1993.
22 A. '93.
23 Q. 227 Did you provide any assistance to Ms. Ridge in the course of the Senate
24 campaign in 1993?
11:01:24 25 A. Yes I did. We advised her in relation to publicity material promotional
26 material and I organised a trip for her to Cork where Mr. O'Callaghan and
27 myself would introduce her to councillors in the Cork area who had a vote, the
28 main depending on the panel that you are on in the Senate, the main voters are
29 county councillors. So therefore if you want to get elected you have to get
11:02:05 30 the support of fellow councillors and that was the reason we went to Cork.

- 11:02:09 1 Q. 228 And I think at 9062, you have an entry in your diary "TR Cork" and that is
2 probably a reference to Ms. Therese Ridge, isn't that right?
3 A. Yes.
4 Q. 229 Going to Cork?
11:02:21 5 A. Yes I believe Ms. Ridge and myself flew to Cork.
6 Q. 230 Yes.
7 A. And we were met by Mr. O'Callaghan who brought us to see a selection of
8 councillors in the Cork area that you knew or that he was able to introduce her
9 to.
11:02:44 10 Q. 231 And was that for the purpose of soliciting support for Ms. Ridge in her Senate
11 campaign?
12 A. Yes, correct
13 Q. 232 Had she today stood in the General Election can you remember?
14 A. Yes she had stood in the general election.
11:02:54 15 Q. 233 And she had been unsuccessful?
16 A. And she had been unsuccessful, yes.
17 Q. 234 Did you give her any financial contribution as well as providing that
18 particular assistance of taking her to Cork to Mr. O'Callaghan to meet with the
19 councillors?
11:03:07 20 A. Yes, I believe I did. I cannot absolutely recollect here and now this morning
21 but yes I did. I believe I did. I paid for, my office paid for a variety of
22 things in relation to the production of coloured photographs, coloured
23 publicity material, advice in relation to her presentation in relation to a
24 curriculum vitae. And I paid for the flights to Cork and I believe I gave her
11:03:39 25 money as well, yes.
26 Q. 235 Yes. In your statement, Mr. Dunlop, to the Tribunal you say that you believe
27 that you paid her 500 pounds in cash in January --
28 A. Yes.
29 Q. 236 -- of 1993.
11:03:49 30 A. Correct, yes.

- 11:03:50 1 Q. 237 Now, was that a cash payment, when you made that payment to Ms. Ridge was that
2 for the Senate campaign or was it for some other purpose?
- 3 A. No, it was for the Senate campaign. She was facing the normal costs that are
4 associated with elections. I can't specifically outline what those are. You
11:04:10 5 have to be a candidate to be able to tell you that. I was never a candidate
6 but I mean, I gave her the money for that purpose because she was standing in
7 the Senate Election and because she was a close supporter of the Quarryvale --
8 she was a very ardent supporter of the Quarryvale project.
- 9 Q. 238 Were the costs of bringing Ms. Ridge to Cork and the flights and the hotel
11:04:34 10 accommodation passed on to Riga?
- 11 A. Yes they could be, they more than likely were in a subsequent invoice. They
12 more than likely were, yes.
- 13 Q. 239 Ms. Ridge at 25118, I am just going to take you now through the copy invoices
14 --
- 11:04:51 15 A. Yeah.
- 16 Q. 240 -- in relation, that appear to relate to support for Ms. Ridge. This is dated
17 June of 1991 this invoice.
- 18 A. That's the local.
- 19 Q. 241 From the local --
- 11:05:01 20 A. That's the Local Election.
- 21 Q. 242 That can't relate to November '92 or January '93.
- 22 A. No no.
- 23 Q. 243 Isn't that right?
- 24 A. Correct.
- 11:05:07 25 Q. 244 Now, Ms. Ridge says that this is definitely not her. You will see that you
26 have a note there "TR" you see that?
- 27 A. Yes correct, yeah.
- 28 Q. 245 And the note beneath that that says "definitely not mine" has been written in
29 by Ms. Ridge?
- 11:05:21 30 A. Yes.

- 11:05:22 1 Q. 246 She says in other words that this expense incurred in June of '91 didn't relate
2 to her do you agree with that or not, Mr. Dunlop?
- 3 A. We gave Therese Ridge support along these lines and we employed this printer to
4 do print work for her and we, in the documentation that we supplied we have
11:05:41 5 allocated this to her, yes.
- 6 Q. 247 Who is the we, Mr. Dunlop?
- 7 A. Philip Connolly and myself.
- 8 Q. 248 And on this you have allocated --
- 9 A. And sorry just for completeness, Ms. Dillon. There may well have been another
11:05:55 10 officer in my office who was actually liaising directly with the printer and
11 Therese Ridge in relation to material he left shortly afterwards but his name
12 has appeared previously. So I was not saying anything unusual, it was Kieran
13 O'Byrne.
- 14 Q. 249 And this was an expense passed on to Mr. O'Callaghan through Riga or Barkhill,
11:06:14 15 isn't that right?
- 16 A. Yes that's correct.
- 17 Q. 250 And 25119, this is another invoice from O'Donoghue Print dated June of 1991.
18 And O'Donoghue Print have recorded on the face of the invoice the work that
19 they say they did --
- 11:06:32 20 A. Yeah.
- 21 Q. 251 -- which was the printing of 8,000 canvass cards re Therese Ridge and then
22 8,000 leaflets re Ms. Ridge. And Ms. Ridge has noted on this "no cards were
23 printed" and she does not believe that she received these. Do you see that?
- 24 A. Well this is an invoice generated by O'Donoghue Print to us. So they are
11:06:53 25 billing us for work that they did and this is the itemised.
- 26 Q. 252 Yes.
- 27 A. Well I have had been -- I can absolutely assure you that we would not be paying
28 O'Donoghue Print for work that that they did not conduct. And if they say it's
29 in relation to Therese Ridge, it is in relation to Therese Ridge.
- 11:07:12 30 Q. 253 You will see on the stamp that's on the face of the invoice you see that there

- 11:07:16 1 is a date stamp?
- 2 A. Yes.
- 3 Q. 254 That's a stamp that's put on it I suggest in your office when it's received.
- 4 A. Yes. And it states a number of things. It's the date the reference number
- 11:07:27 5 Therese Ridge and KOB, which is Kieran O'Byrne.
- 6 Q. 255 And the reference No. within your office if that referred to Mr. O'Callaghan?
- 7 A. More than likely yes. I can't say specifically but more than likely. Yes.
- 8 Q. 256 Or you would have noted as indeed if you look at 25120, which is a November '92
- 9 invoice. You see on the stamp generated by your office "OOC" appears?
- 11:07:57 10 A. Yes, it's directly applicable to OOC, yes.
- 11 Q. 257 So what's happening there that's an allocation within your office of this
- 12 expense, isn't that right?
- 13 A. Correct.
- 14 Q. 258 So this invoice is an invoice that Ms. Ridge. Sorry, it's in respect of 6,000
- 11:08:12 15 leaflets that Ms. Ridge accepts were done for her on this occasion.
- 16 A. Yes.
- 17 Q. 259 For November 1992. But when the invoice comes into Frank Dunlop & Associates
- 18 it's allocated to Mr. O'Callaghan?
- 19 A. Correct.
- 11:08:23 20 Q. 260 And subsequently will be passed on to Riga or Barkhill depending on who you are
- 21 invoicing as an expense, isn't that right?
- 22 A. Correct, yes.
- 23 Q. 261 Now, I think on this occasion in November of 1992, Ms. Ridge accepts that that
- 24 she received the benefit of that documentation. And at 25121, this is dated
- 11:08:45 25 the 23rd of December 1992. And it's 500 cards on an art board re Therese Ridge
- 26 and she accepts that she received this and there is a note at the top I think
- 27 "Senate Election".
- 28 A. Yes.
- 29 Q. 262 Now, I think that's put in by Ms. Ridge?
- 11:09:05 30 A. Right okay, yeah, yeah. What is the date, Ms. Dillon?

- 11:09:08 1 Q. 263 The date is the 23rd of December 1992.
- 2 A. Well the likelihood is, this is preparatory material being prepared for Therese
3 Ridge running in the Senate Election which took place in January.
- 4 Q. 264 Because the general election was over on the 25th, isn't that right, of
11:09:23 5 November 1992?
- 6 A. Correct.
- 7 Q. 265 So those bills that were received from O'Donoghue Print by your office show
8 that work was authorised by you on behalf of Therese Ridge, is that right?
- 9 A. We commissioned the work on her behalf, yes.
- 11:09:37 10 Q. 266 And did you also have headed notepaper printed for Ms. Ridge?
- 11 A. Yes we did.
- 12 Q. 267 And was that at her request?
- 13 A. Yes, all of this material that was provided, commissioned by us with O'Donoghue
14 Print for Therese Ridge would have been, would have resulted from a
11:09:54 15 conversation that would have taken place between Therese Ridge and myself. And
16 this is what we undertook to do for her.
- 17 Q. 268 Did she ask you to provide her with headed notepaper?
- 18 A. Yes, she asked us to provide her with material for the election, including
19 headed notepaper.
- 11:10:12 20 Q. 269 So this would be notepaper headed up Councillor Therese Ridge?
- 21 A. Yes.
- 22 Q. 270 Did she provide you with a sample of what she wanted?
- 23 A. I mean to resile in any way from responsibility of the thing. I allocated this
24 to Kieran O'Byrne to deal with Therese Ridge on this matter having decided what
11:10:35 25 was required he dealt with her ordered, made the order, the relevant order to
26 O'Donoghue Print and dealt with O'Donoghue Print on her behalf until the final
27 material was received.
- 28 Q. 271 So was it the case then. It would appear from the that documentation, Mr.
29 Dunlop, that for the Local Election of 1991, the General Election of 1992, and
11:10:55 30 the Senate campaign of December '92, January '93, you provided on request the

11:11:01 1 promotional material for Ms. Therese Ridge?

2 A. Yes, I did.

3 Q. 272 And you did so on following a request by her?

4 A. Yes, I did.

11:11:08 5 Q. 273 You also provided her with financial support?

6 A. Yes, I did.

7 Q. 274 You gave her 1,000 pounds in cash in the General Election in '92, and 500

8 pounds in cash for the election in January '93?

9 A. Correct.

11:11:23 10 Q. 275 And then you paid to take her to Cork so that she could campaign among

11 councillors in Cork to whom she was introduced by Mr. O'Callaghan?

12 A. Correct.

13 Q. 276 Did she pay you for any of these services herself?

14 A. No.

11:11:31 15 Q. 277 Did she retain you in any professional capacity, Mr. Dunlop?

16 A. No.

17 Q. 278 Right.

18 A. Ms. Ridge at some stage I cannot give you a specific date, Ms. Ridge would be

19 able to do it because it's a checkable date, did some sort of diploma course in

11:11:52 20 Maynooth College for which she had to provide a dissertation or a thesis. That

21 dissertation or thesis was typed in my office at her request. And as a

22 consequence of that, I think Ms. Ridge paid the secretary or the typist an

23 honorary, I can't say how much it was. But that is the only payment that

24 Ms. Ridge ever made in relation to anything that was provided to her by my

11:12:19 25 office.

26 Q. 279 And can I ask you, did you provide similar printing services to Ms. Marian

27 McGennis?

28 A. Yes. Not to the same extent. Yes, we did. We provided advertising material.

29 We paid for advertising material for Marian McGennis and we also paid for, or

11:12:40 30 gave her one of the early mobile phones, those bricks that you used to have the

11:12:50 1 in the early days. And I think the advertising that we provided for Marian
2 McGennis included outdoor advertising.

3 Q. 280 These were the Adshell in bus shelters?
4 A. Yes.

11:13:02 5 Q. 281 The very big posters, isn't that right?
6 A. Correct, yes.

7 Q. 282 And were those large posters provided to Ms. McGennis for the November 1992
8 election?
9 A. Yes they were.

11:13:13 10 Q. 283 And were they at her request?
11 A. They were at, odd as it may sound, but they were at the request on her behalf
12 via Liam Lawlor.

13 Q. 284 Mr. Lawlor asked you to provide this to Ms. McGennis?
14 A. Correct.

11:13:29 15 Q. 285 And was she the only person or the only candidate in November 1992 for whom you
16 provided these Adshell posters, the large posters?
17 A. Yes, I believe so.

18 Q. 286 And they were an expense that was borne by the business, is that right?
19 A. Correct.

11:13:42 20 Q. 287 Would they also have been passed on to Mr. O'Callaghan or to Riga or Barkhill?
21 A. Yes, the likely -- I would be very surprised if they were not.

22 Q. 288 Yes. And would you've agreed with Mr. O'Callaghan prior to retaining
23 O'Donoghue Print to carry out this work on behalf of Ms. McGennis, that he
24 would be happy to bear the cost of these, this campaign or this portion of the
11:14:04 25 campaign?
26 A. Yes. What I would have discussed with Mr. O'Callaghan was that either Therese
27 or Marian through Liam Lawlor, had asked for support and I was giving it in the
28 context of print work. I wouldn't, I probably never told him exactly what it
29 was and I don't believe he would have been interested. But nonetheless, I
11:14:25 30 don't believe I ever gave him a detailed breakdown of the type of material that

11:14:29 1 we were doing, we were doing for either of them.

2 Q. 289 Yes. But would you have told him it was for Marian McGennis?

3 A. Yes, I would yes.

4 Q. 290 Would you have told him it was for Therese Ridge?

11:14:39 5 A. Yes, I would.

6 Q. 291 But Ms. McGennis' public position, Mr. Dunlop, was against your project, isn't

7 that right?

8 A. Yes, correct.

9 Q. 292 And so Ms. McGennis was supported by or a supporter of Green Property?

11:14:51 10 A. That's correct.

11 Q. 293 And the Blanchardstown development?

12 A. That's correct.

13 Q. 294 But within your offices her postering campaign is being paid for by Mr.

14 O'Callaghan, it's being organised by Mr. Lawlor and you are the person who

11:15:04 15 writes the cheque in relation to it?

16 A. Correct. That's correct, yes.

17 Q. 295 So in fact what's going on insofar as Ms. McGennis is concerned, you and Mr.

18 O'Callaghan having been requested by Mr. Lawlor provide this service to

19 Ms. McGennis, isn't that right?

11:15:21 20 A. Yes.

21 Q. 296 Now you have provided a similar service to Ms. Ridge?

22 A. Yes.

23 Q. 297 But Ms. Ridge is a publicly stated supporter of Quarryvale, isn't that right?

24 A. Correct, yes.

11:15:28 25 Q. 298 And was one of the advocates of Quarryvale from the very beginning.

26 A. Yes.

27 Q. 299 Ms. McGennis on the other hand publicly is anti-Quarryvale?

28 A. She is yeah. Correct yeah I can't remember the actual phrase I used when we

29 traversed this area before. But certainly we knew that Ms. McGennis was, to

11:15:52 30 use a rather crude phrase, was riding two horses. She was in the local

11:15:59 1 locality of the Blanchardstown area, she had been heavily canvassed by John
2 Corcoran in relation to Blanchardstown. She was, however, as I have given
3 evidence, part of not consistently but certainly on quite a number of occasions
4 part of what I have described as the strategy group. She attended meetings in
11:16:23 5 my office with Mr. O'Callaghan, with Mr. Liam Lawlor, with Colm McGrath in
6 which matters relating Quarryvale were discussed and gave advice in relation to
7 what ought not be done in specific circumstances with fellow councillors, in
8 the context of how people might be persuaded to come on board. I cannot say
9 definitively that Ms. Marian McGennis, I don't have any imperical evidence to
11:16:52 10 suggest, to support this other than to say that Ms. McGennis did intimate on a
11 number of occasions that she had or would speak to an officer in the planning
12 department in relation to the Quarryvale project.

13 Q. 300 So that's --

14 A. Namely, Al Smith.

11:17:10 15 Q. 301 And I think you have previously told the Tribunal of your belief that
16 Ms. McGennis had a very good relationship with Mr. Al Smyth and I think
17 previously in a different module we saw Ms. McGennis setting up a meeting for
18 you with Mr. Smith?

19 A. That's correct.

11:17:23 20 Q. 302 In relation to a different matter?

21 A. That's correct, yes.

22 Q. 303 Can I show you 1845. This is the invoice for Ms. Marian McGennis, isn't that
23 right?

24 A. Yeah.

11:17:36 25 Q. 304 For November '92. So this would have been the General Election in November
26 '92. Internally within the office you attributed to Mr. O'Callaghan, isn't
27 that right?

28 A. Correct yes.

29 Q. 305 And it's for Ms. McGennis and it's 25,000 leaflets?

11:17:47 30 A. Yes.

- 11:17:48 1 Q. 306 So obviously that's going to be some sort of a mail drop?
- 2 A. Correct, yes.
- 3 Q. 307 And would you also have organised the mail drop for Ms. McGennis?
- 4 A. No, I believe -- allow me to pause there now for a second. No, Ms. McGennis
- 11:18:02 5 had a campaign manager and I believe that this material was delivered to him.
- 6 Q. 308 Yes.
- 7 A. And that they themselves organised the mail shot.
- 8 Q. 309 And in addition to this material, you would have organised the postering
- 9 campaign in the bus shelters?
- 11:18:17 10 A. Correct yes.
- 11 Q. 310 For Ms. McGennis. And would that have been throughout her constituency?
- 12 A. It would have gone. Certainly I cannot say exactly where the locations of
- 13 these bus Adshell ads were. Normally I would expect in those areas where she
- 14 needed most support.
- 11:18:34 15 Q. 311 But the private position then insofar as Ms. McGennis being a member of the
- 16 strategy team was not known publicly, isn't that right?
- 17 A. Oh, that was not known publicly. Sorry, Ms. Dillon, it depends on what you
- 18 define as public. I think it certainly would have been known within certain
- 19 circles in the elected members of Dublin County Council. I mean for example
- 11:18:56 20 Sean Gilbride knew, Colm McGrath knew, Liam Lawlor knew even though Mr. Lawlor
- 21 at this stage wasn't a member of the Council. And the likelihood was that for
- 22 example through me or indeed through Mr. O'Callaghan that you know members of
- 23 the Fine Gael knew. Therese Ridge may have known, Olivia Mitchell may have
- 24 known. So while you say publicly, it wouldn't be a matter that would be of
- 11:19:18 25 knowledge to the wider general public but it certainly would have been of
- 26 knowledge to the more specific community of the elected members of Dublin
- 27 County Council.
- 28 Q. 312 But specifically it would have been known to people who were part of the
- 29 Quarryvale strategy team, isn't that right?
- 11:19:34 30 A. Yes, absolutely.

- 11:19:35 1 Q. 313 It's not something that would necessarily have been known by Ms. McGennis'
2 constituents?
3 A. Oh, gosh no.
4 Q. 314 So that the field of people who were aware of Ms. McGennis' involvement in
11:19:48 5 Quarryvale were limited to those who were already themselves involved in
6 Quarryvale, isn't that right?
7 A. That's correct, yes.
8 Q. 315 And that insofar as the general public and by that I mean Ms. McGennis'
9 constituents were concerned, her position was as a supporter of Blanchardstown?
11:20:02 10 A. Correct.
11 Q. 316 And insofar as the general public was concerned, those who supported
12 Blanchardstown were not supporting Quarryvale, isn't that correct?
13 A. Correct, yes.
14 Q. 317 Thank had become one of the divisive issues in 1991 General Elections, it's why
11:20:16 15 Mr. Boland lost his seat for example.
16 A. That's correct.
17 Q. 318 Because he was seen as a pro Quarryvale supporter within in fact that very
18 constituency, isn't that correct?
19 A. Correct.
11:20:22 20 Q. 319 And in January of 1993, Mr. Dunlop, you made a number of cheque payments, isn't
21 that right?
22 A. Yes, that's correct.
23 Q. 320 Right. If I show you first of all 1714, this is an extract from the cheque
24 stub and it relates to a payment to Mr. Michael Joseph Cosgrave.
11:20:50 25 A. Yeah.
26 Q. 321 And that was entered into your cheque payments book at 8740, which is second
27 from the bottom, isn't that right?
28 A. Yes, yeah.
29 Q. 322 And in the normal course of events may the Tribunal take it, Mr. Dunlop, that
11:21:04 30 insofar as the business cheque book of Frank Dunlop & Associates was concerned,

- 11:21:08 1 that in the normal book-keeping exercise would be carried out, whereby your
2 bookkeeper would go through the cheque stub or the cheque payments book and
3 write up what each cheque that was drawn on Frank Dunlop & Associates was for,
4 is that correct?
- 11:21:27 5 A. Correct, yes.
- 6 Q. 323 And thereby a record would be kept of certain payments, is that right?
- 7 A. Correct, yeah.
- 8 Q. 324 Whereas for the operation of the Irish Nationwide Building Society account or
9 the AIB Rathfarnham account there were no such records you say, isn't that
11:21:32 10 right?
- 11 A. That's correct.
- 12 Q. 325 You say you never kept any record of what you precisely did with the money that
13 you withdrew from those accounts?
- 14 A. Correct.
- 11:21:40 15 Q. 326 In January of 1993 at 9065, there are three cheques record in the your cheque
16 payments book at the top of the page Don Lydon, Liam Cosgrave and Ann Ormonde,
17 isn't that right?
- 18 A. Yes.
- 19 Q. 327 And they are each a cheque for 1,000 pounds.
- 11:22:00 20 A. That's correct yes.
- 21 Q. 328 They are analysed under sundry in the cheque payments book and they all relate
22 to you say political donations.
- 23 A. For the Senate campaign.
- 24 Q. 329 In 1993. Which were disclosed by you, Mr. Dunlop --
- 11:22:13 25 A. Yes.
- 26 Q. 330 -- to the Tribunal from the very beginning, isn't that right?
- 27 A. Correct.
- 28 Q. 331 When you weren't making disclosure of the other payments you did disclose
29 payments that were recorded in your cheque payments book, isn't that right?
- 11:22:23 30 A. Correct.

- 11:22:24 1 Q. 332 Can I ask you particularly about Mr. Cosgrave?
- 2 A. Uh-huh.
- 3 Q. 333 Because you had paid Mr. Cosgrave you say 5,000 pounds on the 11th of November
- 4 1992, isn't that right?
- 11:22:33 5 A. Correct, yeah.
- 6 Q. 334 How did you come to pay him 1,000 pounds on the 12th of January 1993?
- 7 A. Because after a discussion with him in relation to a request by him for support
- 8 Senate campaign I agreed that I would give him this.
- 9 Q. 335 But why did you pay this payment to Mr. Cosgrave by way of a cheque?
- 11:22:57 10 A. I can't specifically say why I agreed to pay him by cheque, other than that I
- 11 was giving other people money by cheque at the same time in relation to the
- 12 campaign. I gave money to Therese Ridge in cash. I gave Don Lydon and Anne
- 13 Ormonde a cheque by way of, money by way of cheque. I can't specifically say
- 14 other than that that is what I did.
- 11:23:24 15 Q. 336 Well with respect to you, Mr. Dunlop, there has to be a reason, isn't that
- 16 right?
- 17 A. Uh-huh.
- 18 Q. 337 And if you are correct you paid Mr. Cosgrave 5,000 pounds in cash at his
- 19 request, isn't that right?
- 11:23:34 20 A. Yes.
- 21 Q. 338 And Mr. Cosgrave says you didn't pay him 5,000 pounds in cash but that you paid
- 22 him 2,000 pounds in cash in November '92 in Buswells Hotel, isn't that right?
- 23 A. Yes. We've been through that before.
- 24 Q. 339 I mean --
- 11:23:48 25 A. And there is a conflation in Mr. Cosgrave's mind.
- 26 Q. 340 Leaving aside that. There is no dispute between yourself and Mr. Cosgrave that
- 27 the money that was paid in November '92 was cash?
- 28 A. Correct, yes.
- 29 Q. 341 There is a dispute about the amount but there is no dispute about the cash.
- 11:24:01 30 But in January of '93, Mr. Dunlop --

11:24:04 1 A. Yes.

2 Q. 342 -- you are now making a payment to Mr. Cosgrave, isn't that right?

3 A. Yeah.

4 Q. 343 And you are doing so by cheque.

11:24:11 5 A. Yes.

6 Q. 344 Yes. And I would like you to explain why it was that in January of 1993 you

7 decided to make a payment to Mr. Cosgrave by cheque?

8 A. Again, I cannot specifically say to you why I made that decision or why it came

9 about that I paid anybody else by way of cheque as well where I could easily

11:24:31 10 have paid him by cash. I just can't say.

11 Q. 345 Well you had any amount of cash available to you, isn't that right?

12 A. Yes.

13 Q. 346 You haven't been able to account for the 55,000 pounds you withdrew on the 11th

14 of November or the 20,000 pounds you were already holding by that stage isn't

11:24:50 15 that right, in full?

16 A. In full, yes.

17 Q. 347 Isn't that right? You certainly had at least 15 or 20,000 pounds left over,

18 isn't that right?

19 A. Correct, yeah.

11:24:58 20 Q. 348 So there wasn't any lack of cash --

21 A. No.

22 Q. 349 -- that caused you to write this cheque, isn't that right?

23 A. Correct, yes.

24 Q. 350 But for some reason you decided in January of 1993 that this payment to

11:25:08 25 Mr. Cosgrave would be recorded?

26 A. Yes.

27 Q. 351 And you wrote a cheque, isn't that right?

28 A. Yes.

29 Q. 352 You had no reason to suspect or to think I suggest, Mr. Dunlop, that

11:25:18 30 Mr. Cosgrave would have refused cash, isn't that right?

- 11:25:20 1 A. Oh, gosh no.
- 2 Q. 353 Or indeed in that any of the other councillors would have refused cash?
- 3 A. Definitely not.
- 4 Q. 354 Because if your evidence about Mr. Lydon is correct you had already paid him
- 11:25:29 5 cash, isn't that right?
- 6 A. Yes.
- 7 Q. 355 So why was it then when you came to the Senate campaign of January '93, that
- 8 you changed your operations to some degree?
- 9 A. I can't give you a specific reason. I can't give you a detailed conscious
- 11:25:44 10 reason that I arrived at, at that particular time other than to say that this
- 11 is what I did. This is money that is coming out of the business of Frank
- 12 Dunlop & Associates. This is a cheque drawn on Frank Dunlop & Associates.
- 13 It's not coming out of "war chest" funds or cash available to me. It's a
- 14 business, it's Frank Dunlop & Associates is paying this, making this
- 11:26:03 15 contribution.
- 16 Consequently, you know, I am writing a cheque on the account of Frank Dunlop &
- 17 Associates. Why? I just can't give you a reason.
- 18 Q. 356 But you accept that there had to be a reason, Mr. Dunlop?
- 19 A. Oh, I would accept that at the time I made a decision, like I made a decision
- 11:26:24 20 we'll say for example on another occasion where unsolicitedly I sent cheques to
- 21 various people on the account of Frank Dunlop & Associates where in relation to
- 22 some of them I could have given them cash as well. But certainly I would
- 23 accept that at the time I made a decision that the money was going to be paid
- 24 via Frank Dunlop & Associates as an expense on Frank Dunlop & Associates as a
- 11:26:50 25 political contribution.
- 26 Q. 357 At 3899, Mr. Dunlop, you had 20,000 pounds on deposit in the Irish Nationwide
- 27 in January of 1993, isn't that right?
- 28 A. Correct.
- 29 Q. 358 So it wasn't that you didn't have funds available to you to pay cash?
- 11:27:08 30 A. That is correct.

- 11:27:08 1 Q. 359 And independently of the money in the Irish Nationwide you were holding cash in
2 any event if your evidence is correct, isn't that the position?
3 A. Correct.
- 4 Q. 360 Were you asked for these donations by Mr. Cosgrave, Ms. Ormonde and Mr. Lydon?
11:27:20 5 A. Yes, I think in the context if I can do it in reverse order, I think in the
6 context of Anne Ormonde, the approach was made to me either by Mr. Liam Lawlor
7 or Sean Gilbride. In the context of Don Lydon and Liam Cosgrave, there would
8 have been discussions initiated by both of those in relation to support for the
9 campaign, yes.
- 11:27:49 10 Q. 361 Did you ever pay any money to Mr. Colm Tyndall?
11 A. To Mr. Colm Tyndall, no, I don't believe I did.
- 12 Q. 362 Yes.
13 A. Sorry, I may have ... sorry. I think ... I can't be absolutely certain. Yes,
14 I ... yes I think so I did, yes. Sorry, I beg your pardon. I think I gave him
11:28:20 15 a cheque.
- 16 Q. 363 For which election or in what circumstances?
17 A. Well in the course of an election or for an election, I can't specifically say
18 to you which one.
- 19 Q. 364 Were you aware of any relationship between Mr. O'Callaghan and Mr. Tyndall?
11:28:35 20 A. Yes I was.
- 21 Q. 365 What was the nature of the relationship between Mr. O'Callaghan and
22 Mr. Tyndall?
23 A. Well, however it came about and I suspect it came about in the context of
24 Mr. Colm McGrath introducing Mr. Colm Tyndall to Mr. O'Callaghan because
11:28:48 25 Mr. Tyndall was a fellow colleague on the council from the same area, albeit
26 Mr. Tyndall was a member of the Progressive Democrats.
27
28 Mr. Tyndall was a supporter of Quarryvale. I think almost from the beginning,
29 as far as I can recollect, Mr. Tyndall worked in an insurance brokerage. I
11:29:13 30 can't give you the specific name but I've seen it in the brief. And at some

11:29:25 1 stage either at the suggestion of Mr. Tyndall or Mr. O'Callaghan, but I believe
2 at the suggestion of Mr. Tyndall, Mr. O'Callaghan met with Mr. Tyndall's
3 immediate superior at which I understand and when I say I understand, I
4 understood it from very early on after the meeting had taken place that a
11:29:50 5 discussion had taken place about Mr. Tyndall's the company from which
6 Mr. Tyndall worked providing insurance for the Quarryvale site.

7 Q. 366 Mr. O'Callaghan in relation to this matter at 24350 says, that in effect that
8 he had a policy of ensuring that people from the local area would be taken on
9 in relation to certain activities and by local area he means Quarryvale -- "in
11:30:18 10 this regard the following local people were involved in the provision of
11 services to the development;
12 1. John O'Halloran, canteen services". That's Councillor O'Halloran, isn't
13 that right?
14 A. Correct, yes.

11:30:28 15 Q. 367 "2. Colm McGrath, security services and small plant hire".
16 A. Yeah.

17 Q. 368 "3. Colm Tyndall, insurance services.
18 4. Joe O'Sullivan, Security services and 5. Colm McHale plant hire."
19 A. Yes.

11:30:40 20 Q. 369 Now, in the last paragraph he says "Initially Colm Tyndall's insurance services
21 were provided following a request by him to me."
22 A. Uh-huh.

23 Q. 370 "On foot of a tender for Sisk building risk insurances at Liffey Valley."
24 A. Yeah.

11:30:54 25 Q. 371 So that Mr. Tyndall, if Mr. O'Callaghan is correct, approached him about the
26 matter?
27 A. Yes. As I say, Ms. Dillon, my understanding of it was from very early on and
28 the reason I knew about it was because Mr. O'Callaghan told me that Colm
29 Tyndall had in a discussion that he had had with Mr. O'Callaghan, approached
11:31:16 30 the issue of insurance for the site and that as a result of Mr. O'Callaghan was

11:31:18 1 going to meet Mr. Tyndall's superior which he did, what eventuated after that
2 was really of no concern of mine. But again, I was generally of the knowledge
3 that some arrangement had been arrived at by -- between Mr. O'Callaghan and
4 Mr. Tyndall's superior.

11:31:38 5 Q. 372 Yes. In a document dated 25 June '92 at 7639, and this was stated to be a
6 record or a note of a meeting between you and Mr. O'Callaghan with Mr. Gerry
7 Leahy on the 25th of June 1992. There is one sentence I want to draw to your
8 attention which is "The Progressive Democrats were being co-ordinated by G
9 Tyndall who was handling the insurance".

11:32:03 10 A. Yeah.

11 Q. 373 If that was an accurate note it would suggest that by June of 1992, Mr.
12 O'Callaghan had met Mr. Tyndall?

13 A. Yes.

14 Q. 374 But Mr. Leahy who is the author of this note or contributor to it, who gave
11:32:15 15 evidence the day before yesterday, says that this note was created after the
16 event, in other words, it was not a contemporaneous note and it was created,
17 according to Mr. Leahy, some considerable time later and insofar as the comment
18 about Mr. Tyndall is concerned, he says that was not said at the time?

19 A. I see.

11:32:34 20 Q. 375 At the date of this meeting.

21 A. Yes.

22 Q. 376 Okay.

23 A. Well I have seen the evidence of Mr. Leahy which was a little more pleasant to
24 read than some of the things that Mr. Leahy had said previously. But
11:32:50 25 notwithstanding that, my understanding in relation to the relationship between
26 Owen O'Callaghan and Colm Tyndall, again, I cannot put a specific date on it,
27 was that the question of the insurance of the site had been raised by Colm
28 Tyndall with Colm McGrath with Mr. O'Callaghan and as a result the meeting that
29 I suggested to you took place. I wasn't present at it and I don't know the
11:33:16 30 details of what was agreed.

11:33:18 1 Q. 377 At 8243, please this. is an entry, an extract from your diary, Mr. Dunlop, for
2 the 15th of October 1992, and you have an entry at 10:30 "OOC to meet C
3 Tyndall".
4 A. That's correct.

11:33:30 5 Q. 378 That would suggest this is the first occasion on which Mr. O'Callaghan is going
6 to meet Mr. Tyndall, isn't that right?
7 A. Well I couldn't say. I am not so sure that that is the case. But however,
8 what is absolutely certain there is, that an arrangement has been made for Owen
9 O'Callaghan to meet Colm Tyndall, whether that arrangement was made by me or
11:33:48 10 not. The likelihood is that it might well have been but it is a record in my
11 diary to locate Mr. O'Callaghan on that day.
12 Q. 379 And that is dated the 15th, isn't that right?
13 A. Of October '92.
14 Q. 380 Of October '92. And at 15720, six days later.
11:34:05 15 A. Yeah.
16 Q. 381 On the 21st of October 1992.
17 A. Yes.
18 Q. 382 There is a letter to Mr. Colm Tyndall of Marine and General Insurances, 80
19 Tower Road, Clondalkin from O'Callaghan Properties Limited, isn't that right?
11:34:17 20 A. Yes.
21 Q. 383 And it refers to all purpose stadium and Quarryvale town centre and it's a
22 letter from in fact Aidan Lucey then the company secretary but in the first
23 paragraph it says:
24
11:34:28 25 "Dear Mr. Tyndall, Owen O'Callaghan has asked me to write to you re the above.
26 As you are aware it is our intention to have a pretty extensive involvement in
27 west County Dublin and consequently it is our intention to deal with as many
28 people and companies as possible in this region. As your company is located in
29 Clondalkin, we would be very interested in discussing the relevant insurances
11:34:46 30 with your company."

11:34:47 1
2 And then it records the stadium. And in the last about the stadium in the last
3 paragraph it says "Owen has also asked me to mention two other properties we
4 have in our portfolio in Dublin" and he identifies those and says "We would
11:35:00 5 like to you talk to you about this as well in ten months time" isn't that
6 right?
7 A. Yes. Could I ask you, Ms. Dillon, just to tell me when the note made by Gerry
8 Leahy was again?
9 Q. 384 It was June of 1992.
11:35:12 10
11 JUDGE FAHERTY: 25th of June 1992.
12
13 Q. 385 MS. DILLON: 25th of June '92.
14 A. And you say to me that somebody denied that was mentioned at that meeting.
11:35:18 15 Q. 386 Mr. Leahy himself says that he does not believe that the reference to
16 Mr. Tyndall was mentioned at the meeting in June of 1992.
17 A. Well, I think it is he is probably right about that. I cannot really assist
18 at the exact timing of when an arrangement was arrived at between Owen
19 O'Callaghan and but this, this correspondence would seem to indicate that it
11:35:48 20 was in the latter part of 1992.
21 Q. 387 Yes. Now, in this letter that we're discussing at the moment --
22 A. Yes.
23 Q. 388 -- the properties that are recounted there are already insured, isn't that
24 right, the Cumberland House?
11:35:51 25 A. Yes, just with the insurance of this property has just been renewed.
26 Q. 389 And Prize Bond House, the following page at 15721 and they are due for renewal
27 in March '93.
28 A. Yes.
29 Q. 390 And then there is a comment "you might put these dates in your diary and we
11:36:07 30 will make contact again as the renewal dates draw closer".

- 11:36:12 1 A. Yes.
- 2 Q. 391 There is nothing in that letter to indicate, Mr. Dunlop, that Mr. Tyndall had
- 3 asked Mr. O'Callaghan, isn't that right, and asked Mr. O'Callaghan to consider
- 4 him or to consider Marine & General for the insurances, isn't that right?
- 11:36:22 5 A. No there is not in that letter, no.
- 6 Q. 392 But it is your understanding if I understand your evidence correctly, that in
- 7 fact Mr. Tyndall had approached Mr. O'Callaghan about the question of
- 8 insurances on Quarryvale.
- 9 A. And resulting in a meeting with his immediate superior.
- 11:36:38 10 Q. 393 Yes. And Mr. O'Callaghan in his statement to the Tribunal says that
- 11 Mr. Tyndall approached him. In other words it was at Mr. Tyndall's request
- 12 that he approached Sisks, isn't that right?
- 13 A. For completeness, to be absolutely clear on this. The only source of my
- 14 knowledge in relation to this is Owen O'Callaghan.
- 11:36:57 15 Q. 394 Right.
- 16 A. And as I understood it, as I have always understood it, Mr. O'Callaghan met
- 17 Mr. Tyndall's immediate superior at the request of Mr. Tyndall with a view to
- 18 his company providing insurance services.
- 19 Q. 395 And it is the case is it not, Mr. Dunlop, that all of your calculations in
- 11:37:17 20 December 1993 about support you always had Colm Tyndall down as being fully
- 21 supportive of Quarryvale, isn't that right?
- 22 A. Correct.
- 23 Q. 396 And Mr. Tyndall was again one of the local councillors, isn't that the
- 24 position?
- 11:37:27 25 A. Yes he was, yes.
- 26
- 27 JUDGE FAHERTY: December 1992, I think.
- 28 A. Yes.
- 29
- 11:37:33 30 Q. 397 MS. DILLON: At 8855, Mr. Tyndall is one of the signatories to the motion that

- 11:37:39 1 is dealt with on the 17th of December 1992, isn't that right?
- 2 A. Correct, yes.
- 3 Q. 398 And he is together with the other local councillors listed there?
- 4 A. That's correct.
- 11:37:48 5 Q. 399 That's Mr. John O'Halloran and Mr. Colm McGrath who had also provided services
6 to Mr. O'Callaghan's companies, isn't that right?
- 7 A. That's correct.
- 8 Q. 400 And they are referred to in the statement by Mr. O'Callaghan that I showed you
9 earlier, isn't that right?
- 11:38:03 10 A. That's correct.
- 11 Q. 401 Now, you are the -- the source of your information about Mr. Tyndall comes to
12 you from Mr. O'Callaghan, isn't that right?
- 13 A. Yes, yeah.
- 14 Q. 402 And it was Mr. O'Callaghan who told you I think about the approach to him by
15 Mr. Tyndall?
- 11:38:15 16 A. Yes.
- 17 Q. 403 And I think Mr. O'Callaghan is recorded at 9747 on the 16th of June 1993, under
18 the heading "zoning" in the centre of that paragraph this is talking about the
19 amendment that occurred in 93.
- 11:38:34 20 A. What is this document? What is this document Ms. Dillon?
- 21 Q. 404 A note taken by Allied Irish Bank of a meeting with Mr. O'Callaghan.
- 22 A. Fine, yeah.
- 23 Q. 405 In the body of that documented under the headings "zoning" and what is being
24 discussed here was the alteration to the Written Statement in June of 1993, in
11:38:51 25 relation to the cap of 250,000, 000 square feet. This is the motion.
- 26 A. Right.
- 27 Q. 406 Whether the wording would be of the order of or not exceeding.
- 28 A. Not exceeding.
- 29 Q. 407 What I warrant to draw to your attention is what is recorded there is that the
11:39:05 30 motion was put forward by Colm Tyndall PD, who was one of the signatories on

11:39:09 1 the original proposal and would be one of the people on Owen O'Callaghan's side
2 in the Council. And would you agree with that?

3 A. Yes, I would.

4 Q. 408 That Mr. Tyndall was as his voting record shows a consistent supporter of
11:39:21 5 Quarryvale?

6 A. Yes, I would.

7

8 CHAIRMAN: Ms. Dillon, it's just gone half eleven. So we might just take a
9 short break.

11:39:30 10

11 MS. DILLON: That's fine.

12

13 CHAIRMAN: Yes.

14

11:39:36 15 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

16 **AND RESUMED AS FOLLOWS:**

17

18 Q. 409 MS. DILLON: Could I have page 1933, please.

19 On the 25th of January, Mr. Dunlop, you have an entry in your diary for

11:58:09 20 Mr. Sean Ardagh, who was recorded as having telephoned your office on the same
21 day.

22 A. Yes.

23 Q. 410 You identified that as being a Quarryvale connected meeting at 9134.

24 A. Yeah.

11:58:21 25 Q. 411 Can you outline to the Tribunal what your meeting on the 25th of January 1993
26 with Mr. Ardagh was?

27 A. Well I spoke to -- Mr. Ardagh was a Councillor, he is now a TD, spoke do were
28 Mr. Ardagh in, on a number of occasions in relation to Quarryvale and indeed in
29 relation to other matters as well in relation to votes at Dublin County Council

11:58:50 30 but specifically I spoke to Mr. Ardagh in relation to Quarryvale. I can't give

11:58:58 1 you the exact detail of what was said but certainly my overtures to Mr. Ardagh
2 were specific in relation to any item that I was handling at the time vis-a-vis
3 Quarryvale or sorry vis-a-vis matters at Dublin County Council of which he was
4 a member. He would have been on a list for canvassing or lobbying on a regular
11:59:16 5 basis.

6 Q. 412 And Mr. Ardagh was the first name that was called out on a roll call vote,
7 isn't that right?

8 A. That's correct, yes.

9 Q. 413 And Mr. Ardagh was a member of the Fianna Fail party, is that correct?

11:59:26 10 A. That's correct.

11 Q. 414 And you have previously told the Tribunal of the importance of in the context
12 of Mr. Tommy Boland, of Mr. Boland giving an indication that that could have a
13 had an influence on the subsequent Fine Gael people who were going to vote?

14 A. Correct.

11:59:41 15 Q. 415 You gave that evidence specifically in relation to May of 1991, and your
16 meetings with Mr. Tom Boland and the importance of securing Mr. Boland's
17 support particularly because alphabetically he would be very high on the list
18 of people who would cast their vote early, isn't that right?

19 A. Correct. And again for completeness, Ms. Dillon, you said, it might influence
12:00:00 20 Fine Gael, it would also influence members of Fianna Fail. I mean it would
21 influence certainly in the first instance, members of Fianna Fail if one of
22 their leading members on an early vote, voted no. People would begin to
23 question whether or not they were doing the right thing.

24 Q. 416 One of your concerns Mr. Boland had been the fact that he was a supporter
12:00:18 25 initially of Blanchardstown and to secure Mr. Boland's support in May of 1991
26 was considered important by you because of the fact A he was a senior
27 politician, he was the Chairman of Dublin County Council at the time but also
28 the effect that a no vote Mr. Boland would have had on a subsequent Fine Gael
29 voter, isn't that right?

12:00:36 30 A. That's correct.

- 12:00:37 1 Q. 417 Can I ask you, would the same criteria have applied in relation to Mr. Ardagh?
- 2 A. Yes it would. Certainly from an alphabetical point of view it would. And
- 3 similarly Mr. Ardagh was and is, to be to my knowledge, knowledge, continues to
- 4 be a reflective type of a person, not impulsive and if he gave a commitment to
- 12:01:00 5 support something you could be guaranteed that unless something extraordinary
- 6 happened he would continue to support.
- 7 Q. 418 Did you seek or did you lobby Mr. Ardagh in relation to his support for
- 8 Quarryvale?
- 9 A. Yes we did. I did on an individual basis and I did so in the company of
- 12:01:19 10 Mr. O'Callaghan.
- 11 Q. 419 Would you have had a private face-to-face meeting with Mr. Ardagh with Mr.
- 12 O'Callaghan?
- 13 A. Yes. I certainly had on a number of occasions and I cannot specifically say
- 14 that Mr. O'Callaghan had accompanied me on this occasion. But I did visit
- 12:01:36 15 Mr. Ardagh as I recollect matters is an accountant and he had offices, I can't
- 16 remember the exact address, somewhere in Terenure in or around there and I
- 17 visited him there specifically to lobby him.
- 18 Q. 420 Yes. Could I have page 1297? Mr. Ardagh in his statement, the address there
- 19 is Walkinstown Road?
- 12:01:58 20 A. Walkinstown Road.
- 21 Q. 421 Is that the address?
- 22 A. Yes.
- 23 Q. 422 Mr. Ardagh in common with a number of other councillors was asked a series of
- 24 questions by the solicitor to the Tribunal and in reply on the 25th of January
- 12:02:12 25 2000, Mr. Dunlop says, this is in relation to Quarryvale specifically "1. He
- 26 did not attend any public meetings in connection with the rezoning of
- 27 Quarryvale".
- 28 A. That's correct.
- 29 Q. 423 "2. He did not attend any private meetings in connection with the rezoning of
- 12:02:25 30 Quarryvale" is that correct?

- 12:02:28 1 A. Well by a private meeting he means a private meeting with me and/or Mr.
2 O'Callaghan, that is not correct.
- 3 Q. 424 You say that you met Mr. Ardagh at his offices in Walkinstown with Mr.
4 O'Callaghan to lobby him?
- 12:02:40 5 A. No no I said.
- 6 Q. 425 I beg your pardon?
- 7 A. I cannot specifically say that Mr. O'Callaghan accompanied me on the day that I
8 went to see Mr. Ardagh at his offices in Walkinstown. I certainly was there
9 and I certainly, there is absolutely no doubt that Mr. Ardagh in connection
12:02:57 10 with the vast majority of members of Dublin County Council were lobbied either
11 by Mr. O'Callaghan and myself or myself solely.
- 12 Q. 426 He says "C. I was not requested to provide any assistance in connection with
13 the proposal to rezone Quarryvale. D. He has no recollection of being lobbied
14 in connection with the rezoning of Quarryvale. And E. He was not, he says he
12:03:18 15 was not requested nor did he solicit the support of any other members of Dublin
16 County Council for the rezoning of Quarryvale."
17
18 And then he encloses copies of correspondence that he had sent to me in
19 relation to the matter?
- 12:03:33 20 A. I think in relation to D, I have no recollection of being lobbied in connection
21 with the rezoning of Quarryvale. You know, in ease of Mr. Ardagh, I suspect
22 like a lot of other councillors, he was certainly lobbied by lots of people in
23 relation to lots of matters that were taking place in Dublin County Council.
24 It would be inconceivable for Mr. Ardagh to say that he was never lobbied about
12:03:55 25 anything for him to say that he was never lobbied about Quarryvale does not
26 accord with my recollection.
- 27 Q. 427 Now, I think --
28
29 JUDGE FAHERTY: Ms. Dillon, could I just ask one question.
12:04:09 30

12:04:09 1 MS. DILLON: Yes.

2 JUDGE FAHERTY: Just, Mr. Dunlop, this is 25th of January 1993 meeting, isn't

3 that correct?

4 A. Yes.

12:04:17 5

6 JUDGE FAHERTY: And we have seen that from the diary entries that you

7 triggered this when you first gave your diaries to a Quarryvale related matter.

8 A. Uh-huh.

9

12:04:27 10 JUDGE FAHERTY: The vote had taken place on the 17th of December 1993 and

11 that's the second vote on Quarryvale.

12 A. Yes.

13

14 JUDGE FAHERTY: And just in fairness to Mr. Ardagh, how can he be so sure that

12:04:37 15 it was a Quarryvale related matter?

16 A. Well I can't.

17

18 JUDGE FAHERTY: Given the entry in the diary now. I can't recall in fairness

19 to yourself whether we have seen other entries --

12:04:46 20 A. Yes.

21

22 JUDGE FAHERTY: Regarding Mr. Ardagh in the run up to the votes?

23 A. There are not that many.

24

12:04:53 25 JUDGE FAHERTY: I just want to ask you why do you think that this one is

26 Quarryvale related?

27 A. Yes.

28

29 JUDGE FAHERTY: Given that it's post the vote?

12:05:03 30 A. Post the vote. I cannot specifically say but I have attributed it to

12:05:10 1 Quarryvale. I may be wrong in that but certainly from the point of view -- the
2 point that I wish to make in relation to what Mr. Ardagh has said. Yes, I did
3 lobby him. Yes I did introduce him to Mr. O'Callaghan. Yes, I did visit him
4 at his offices in Walkinstown Road and I did lobby him on a number of issues
12:05:30 5 that were in front of Dublin County Council.
6

7 Q. 428 MS. DILLON: Now, I think Mr. Dunlop, on the 8th of February 1993, at 9195.
8 And this is touching again on the issue of your invoices in relation to
9 Shefran.

12:05:54 10 A. Uh-huh.

11 Q. 429 This is a letter to Mr. Leo Flemming of De Loitte & Touche from Mr. Aidan
12 Lucey. And you will remember that I had shown you the letter of the 15th of
13 December and the schedule of unexplained transactions for which De Loitte &
14 Touche had received no supporting documentation, isn't that right?

12:06:10 15 A. Yes, correct.

16 Q. 430 And that schedule was at 9205, and at the top of that it says:

17
18 "Payments, transactions for De Loitte & Touche had received no supporting
19 documentation." So they have no paper in relation to these payments. And then
12:06:28 20 on 9195 Mr. Lucey for O'Callaghan Properties in a letter that is cc'ed to
21 Mr. John Deane on the 8th of February '93, in the fourth paragraph says "I do
22 not have any further supporting documentation for items 1 to 10 and maybe you
23 would check with AIB as they paid out most of these items".
24

12:06:48 25 Now, that would suggest subject to anything Mr. Lucey would like to tell the
26 Tribunal or Mr. O'Callaghan when they come, that Mr. Lucey didn't have a copy
27 of your Shefran invoices as of 8th February 1993, isn't that right?

28 A. Yes, it would seem to suggest that. Yes.

29 Q. 431 If indeed you had furnished Mr. O'Callaghan with the invoices in 1991 and 1992
12:07:08 30 that you say that you did, Mr. Dunlop, it's unlikely I suggest that Mr. Lucey

- 12:07:12 1 would have been replying to the auditors in these terms, isn't that right?
- 2 A. Well, well, again, I can't account -- I don't mean to be offensive but I cannot
- 3 account for what Aidan Lucey is saying to De Loitte & Touche or what Mr.
- 4 O'Callaghan and Mr. Lucey discussed internally in relation to invoices. All I
- 12:07:33 5 can say to you is that I issued the invoices when I issued the invoices by
- 6 agreeing it with Mr. O'Callaghan. That was the consistent practice; that an
- 7 invoice would issue and a payment would be made. Whether Mr. Lucey has copies
- 8 or supporting documentation available to him, yes, I agree with you that is
- 9 something that Mr. Lucey can attest to subsequently or later.
- 12:07:55 10 Q. 432 What I am suggesting to you, Mr. Dunlop, is a very simple proposition.
- 11 A. Uh-huh.
- 12 Q. 433 Mr. Lucey is a professional accountant.
- 13 A. Yes.
- 14 Q. 434 He is writing to the auditors of Barkhill. And what he is saying in simple
- 12:08:11 15 English is that he does not have any further supporting documentation for items
- 16 1 to 10 and that includes the three Shefran payments, isn't that right?
- 17 A. Correct.
- 18 Q. 435 What I am suggesting to you is that if the invoices had been issued and if they
- 19 had been furnished to Mr. Lucey, he would not have been replying in this manner
- 12:08:24 20 to the auditors of Barkhill, isn't that right?
- 21 A. Based on the premises that you outlined, that's correct.
- 22 Q. 436 If he had the invoices within his possession he would have sent a different
- 23 reply. He would have sent them on a copy of the invoices from Shefran, isn't
- 24 that right?
- 12:08:38 25 A. Presumably, yes.
- 26 Q. 437 But you still maintain, Mr. Dunlop, that you did provide the invoices at the
- 27 time?
- 28 A. Yes.
- 29 Q. 438 Now on the 10th of November 1993, in a letter from Mr. John Deane to Michael
- 12:08:50 30 O'Farrell of Allied Irish Bank there is just one matter in that letter that I

12:08:54 1 want to ask you about, Mr. Dunlop. At 9240, and this is a letter that deals
2 with the stadium and with certain costs. But what I want to draw to your
3 attention is 9241.

4
12:09:14 5 Now, and certain matters outlined by Mr. Deane. But in the third last
6 paragraph commencing "in addition to the foregoing, Riga Limited has also
7 incurred additional expense in the sum of 400,000 pounds approximately in order
8 to secure the Quarryvale zoning" do you see that?

9 A. Yes.

12:09:31 10 Q. 439 What do you know about that, Mr. Dunlop?

11 A. Nothing. Other than if it includes any expenses or invoices from either
12 Shefran or Frank Dunlop & Associates in relation to the Quarryvale project,
13 that's the only thing I can say.

14 Q. 440 Well if you look at what Mr. Deane says at subparagraph A.

12:09:52 15
16 "150,000 pounds have been paid out on various quotation expenses" directly
17 related to the Quarryvale project and for which invoices have not been produced
18 to the bank nor has the bank been requested to make any payment out of the
19 Barkhill account."

12:10:08 20 A. Uh-huh.

21 Q. 441 Now, I suggest to you that because Barkhill in fact out of the Riga
22 subordinated loan had paid the three Shefran invoices subject to anything
23 Mr. Deane wants to tell the Tribunal when he comes to give evidence about this
24 letter, it's unlikely that Mr. Deane is talking about the Shefran payments?

12:10:25 25 A. Well as you quite rightly say, it is subject to what Mr. Deane may say, yes.

26 Q. 442 Now do you know anything about 150,000 pounds spent on expenses for which no
27 invoices were produced to secure the Quarryvale zoning?

28 A. No.

29 Q. 443 No.

12:10:39 30 A. I have dealt with invoices that you put before me in relation to costs that I

12:10:45 1 incurred or Frank Dunlop & Associates incurred and by agreement with Mr.
2 O'Callaghan were invoiced and paid.

3 Q. 444 Yes but this can't relate --

4 A. Correct.

12:10:52 5 Q. 445 -- Mr. Dunlop, to matters for which invoices were produced, isn't that right?

6 A. Corrects because.

7 Q. 446 Specifically states that the 150,000 pounds has been paid on expenses directly
8 relating to the Quarryvale project and for which invoices have not been
9 produced to the bank, isn't that right?

12:11:08 10 A. I'm afraid that I can't throw any light on that. I don't know what Mr. Deane
11 is referring to.

12 Q. 447 Did you ever have any discussion with Mr. O'Callaghan for example about the
13 expenses that had been spent by Riga or by O'Callaghan Properties or by anybody
14 else to secure the Quarryvale zoning?

12:11:24 15 A. No.

16 Q. 448 Right. And the second paragraph B deals with 250,000 pounds spent in
17 connection with the stadium project for the old Neilstown site. And I am going
18 to deal with the Neilstown site separately and the stadium separately next
19 week, Mr. Dunlop. But you can't assist if I understand you in relation to
12:11:42 20 this?

21 A. No.

22 Q. 449 No.

23 A. Other than for completeness, Ms. Dillon, other than the invoices that I issued
24 in relation to the stadium but if it's, if this paragraph B is governed by
12:11:57 25 paragraph A, that there are no invoices produced, I don't know what Mr. Deane
26 is talking about. But I specifically know what costs were incurred in relation
27 to the stadium as far as I'm concerned.

28 Q. 450 Now I think in February of '93, as we saw earlier this morning the Shefran
29 invoice dated the 18th of December was paid, isn't that right? We saw this
12:12:18 30 morning --

12:12:19 1 A. Yes you did, yes.

2 Q. 451 -- that that had been paid.

3

4 Now, I think that in March of 1993, again there is one matter I want to draw to

12:12:36 5 your attention 9298, please. This is an Allied Irish Bank memorandum, Mr.

6 Dunlop, arising out of two contacts on the 3rd of March '93 and 10th of March

7 '93, between Mr. O'Callaghan and Mr. Deane on one side and the bank on the

8 other.

9 A. I see.

12:12:59 10 Q. 452 And within the contents of the member right-hand on the following page I just

11 want to ask you about one entry there that's headed "meeting with county

12 manager" and the note records:

13

14 "We have indicated that we felt that this would be helpful to us and may

12:13:16 15 perhaps help the over scheme also. Owen O'Callaghan has reflected on this and

16 was somewhat apprehensive about it. He said he had been careful in cultivating

17 his relationship with John Fitzgerald and that he did not want John Fitzgerald

18 to feel threatened by meeting us or to feel that it might be people other than

19 Owen O'Callaghan that he was really dealing with".

12:13:33 20

21 All right? Now Mr. John Fitzgerald by January of '93, had become the manager

22 of South Dublin County Council, isn't that right?

23 A. I presume this is what he means here by we have indicated that we felt that

24 this. This relates to the meeting I presume.

12:13:47 25 Q. 453 The bank apparently had wanted to meet with Mr. Fitzgerald.

26 A. Yes.

27 Q. 454 And Mr. O'Callaghan had considered that and is recorded as having a discussion

28 with the bank. And what's recorded there is that Mr. O'Callaghan had been

29 careful in cultivating his relationship with Mr. Fitzgerald and he didn't want

12:14:04 30 Mr. Fitzgerald to feel threatened by meeting us.

- 12:14:06 1 A. Okay.
- 2 Q. 455 It is clear from your diaries in the first week of December 1992, that Mr.
- 3 O'Callaghan had gone to see Mr. Fitzgerald, isn't that right?
- 4 A. That's correct.
- 12:14:15 5 Q. 456 And subsequently the Manager's Report is considered and dealt with at the
- 6 meeting of the 17th of December 1993.
- 7 A. Correct.
- 8 Q. 457 Right now what do you know about Mr. O'Callaghan's contact or Mr. O'Callaghan's
- 9 relationship with Mr. John Fitzgerald.
- 12:14:29 10 A. Yes. In summary and it's very short. I understand that Mr. Fitzgerald served
- 11 as an official in some of the local administrations in Cork, which one I don't
- 12 know, at some stage. And it may well have been Limerick, I'm not absolutely
- 13 100 per cent certain. But certainly at that stage I became aware at a specific
- 14 time that Mr. O'Callaghan knew Mr. Fitzgerald, he didn't just meet
- 12:15:02 15 Mr. Fitzgerald because he was the Planning Officer in Dublin County Council
- 16 when Mr. O'Callaghan made his proposal in relation to Quarryvale. He had known
- 17 Mr. Fitzgerald in a previous manifestation and that to all intents and purposes
- 18 there was a friendly relationship between them. Mr. O'Callaghan could go and
- 19 see Mr. Fitzgerald and as I've said, and is recorded in my diary, Mr.
- 12:15:31 20 O'Callaghan did meet with Mr. Fitzgerald on a number of occasions.
- 21 Q. 458 Did --
- 22 A. At the time of the Quarryvale vote and subsequently.
- 23 Q. 459 Did Mr. O'Callaghan ever discuss with you what he had talked about with
- 24 Mr. Fitzgerald when he met him in December of 1992?
- 12:15:47 25 A. No, other than in the general terms any meeting that he had with Mr. Fitzgerald
- 26 he would, I would know about it in advance for diary purposes. I would either
- 27 bring Mr. O'Callaghan as I did on one occasion, to the meeting or to the
- 28 building where the meeting was taking place and that Mr. O'Callaghan might make
- 29 a general remark either immediately afterwards or in days immediately following
- 12:16:11 30 the meeting, I have spoken to John Fitzgerald and everything is okay. Or I've

- 12:16:15 1 spoken to John Fitzgerald and there is a difficulty about X Y or Q, but apart
2 from that he would not go into specific detail.
- 3 Q. 460 Did you ever meet with Mr. Fitzgerald or Willie Murray or Mr. Al Smyth about
4 Quarryvale?
- 12:16:28 5 A. I never met Mr. Fitzgerald about Quarryvale. I don't believe I ever met Willie
6 Murray about Quarryvale. Al Smith I had a number of meetings with Al Smith.
7 It is possible that in the course of meetings with Al Smith that Quarryvale
8 came up but my main interest in meeting Al Smith was not specifically related
9 to Quarryvale. It's possible that it was discussed.
- 12:16:57 10 Q. 461 Would it be fair to say then, Mr. Dunlop, and correct me if I'm wrong in
11 relation to this. That from a strategic planning point of view within the
12 Quarryvale job as it were, your function was to deal with the councillors?
- 13 A. Yes.
- 14 Q. 462 Primarily?
- 12:17:11 15 A. Yes.
- 16 Q. 463 And to get Councillor support on side. And Mr. O'Callaghan he dealt with the
17 bank but he also dealt with the officials, is that right?
- 18 A. Yes. On the number of occasions that I am aware of, he spoke to Mr. Fitzgerald
19 and I can't, I can't say to you whether he spoke to any other official or not.
- 12:17:29 20 But certainly Mr. Fitzgerald, because of the role that Mr. Fitzgerald was
21 playing and because as it became evident at some stage that Mr. Fitzgerald was
22 going to be the manager in Dublin South.
- 23 Q. 464 So that insofar as the division of labour was between yourselves as between
24 yourself --
- 12:17:47 25 A. Yeah.
- 26 Q. 465 -- and Mr. O'Callaghan. Mr. O'Callaghan dealt with the manager and the
27 officials?
- 28 A. Yes.
- 29 Q. 466 Either with Mr. Ambrose Kelly or on his own?
- 12:17:53 30 A. Correct.

12:17:53 1 Q. 467 Right. And you dealt with the councillors either on your own or with Mr.
2 O'Callaghan?
3 A. Correct.
4 Q. 468 Now, in March of 1993, Mr. Dunlop, there is a lodgement of 5,000 pounds in
12:18:05 5 cash. 3900, to your Irish Nationwide Building Society account. You see that
6 lodgement on the 3rd of March 1993?
7 A. Yes.
8 Q. 469 Now that is a cash lodgement that's made by you, Mr. Dunlop, and may the
9 Tribunal take it that in accordance with the evidence you have previously
12:18:25 10 given, that that would represent a smaller amount than the amount that you had
11 to hand?
12 A. More than likely, yes.
13 Q. 470 Yes. I think at 22041. You can see that it's 5,000 pounds in notes.
14 A. Yes, correct.
12:18:42 15 Q. 471 And that's not referable to any withdrawal from any of your other accounts, Mr.
16 Dunlop. Do you know where you got that money?
17 A. I can't specifically say. I either decided to put 5,000 pounds into the Irish
18 Nationwide Building Society out of resources available to me or that it was
19 part of a payment, another payment to me. And this is a part lodgement.
12:19:12 20 Q. 472 There wasn't any necessity at 3900 please, for you to make the lodgement to
21 your Irish Nationwide Building Society. It wasn't in any difficulty the
22 account because you already had 25,000 pounds standing to the credit of the
23 account, isn't that right?
24 A. Correct, yes.
12:19:26 25 Q. 473 Now, on the 3rd of March 1993 at 9293, please, you met a number of people, Mr.
26 Dunlop.
27 A. Yes.
28 Q. 474 You met TR at 8:30. You the met Mr. Hickey at 9:30. You met John Smith I
29 think and at 11:00 you have ring Joe O'Leary at 1:30 Sean G at Dublin County
12:19:53 30 Council.

12:19:54 1 A. Yep.

2 Q. 475 230 LC/MJC.

3 A. Yes.

4 Q. 476 There is no entry in your diary for Mr. O'Callaghan, isn't that right?

12:20:02 5 A. Correct.

6 Q. 477 On that day on the 3rd of March 199 --

7 A. Well --

8 Q. 478 3rd of March 1993 at 9302 --

9 A. Sorry before you leave that Ms. Dillon. There is just a reference to Mr.

12:20:14 10 O'Callaghan at the 1:30. Sean (OOC).

11 Q. 479 Yes, I was going to ask you about that because at 9302.

12

13 CHAIRMAN: That's DCC, I think

14 A. Is it, Dublin County Council, yes.

12:20:26 15

16 Q. 480 MS. DILLON: Yes. You see that on the 3rd of March 1993 --

17 A. Yeah.

18 Q. 481 -- Mr. O'Callaghan writes cheque --

19 A. Yes.

12:20:31 20 Q. 482 -- to Mr. Sean Gilbride for 1,750.

21 A. Yeah.

22 Q. 483 And you have told the Tribunal about your knowledge of the arrangement between

23 Mr. O'Callaghan, Mr. Gilbride for Mr. Gilbride to take leave of absence from

24 his job as a teacher during the currency of that year?

12:20:48 25 A. Correct.

26 Q. 484 And that Mr. Gilbride in that year, in September of '92, had asked you for the

27 payment because Mr. O'Callaghan was late, isn't that right?

28 A. And that's when I first became aware of the arrangement, yes.

29 Q. 485 On the 3rd of March 1993, Mr. O'Callaghan writes a cheque for 1,750 to Mr. Sean

12:21:03 30 Gilbride, isn't that right?

12:21:05 1 A. Yes.

2 Q. 486 Now, in your diary you have an entry for 1:30 Sean G.

3 A. Uh-huh.

4 Q. 487 At 9293.

12:21:14 5 A. Yes it is. It is Dublin County Council, yes.

6 Q. 488 And is it likely I was going to ask you that.

7 A. Yeah.

8 Q. 489 What you might have been meeting Mr. Gilbride for on that occasion was to give

9 him the cheque?

12:21:26 10 A. It could well be. I cannot specifically recollect that I did so but it could

11 well be, yes.

12 Q. 490 And if that were the case it would mean that you had met with Mr. O'Callaghan

13 on the 3rd of March.

14 A. Yes.

12:21:40 15 Q. 491 Yes.

16 A. Yeah. The only thing I would say to you in relation to Sean Gilbride, I

17 understood, I have always understood that when I paid Mr. Gilbride on the

18 occasion that I was asked to do so by Mr. O'Callaghan, that subsequent to that

19 an arrangement had been established between Mr. O'Callaghan and Mr. Gilbride

12:22:03 20 which I presumed was by post.

21 Q. 492 I am not suggesting --

22 A. Yeah.

23 Q. 493 -- Mr. Dunlop, that on this occasion you are being asked by Mr. O'Callaghan to

24 pay Mr. Gilbride because the cheque is written by Mr. O'Callaghan?

12:22:14 25 A. Correct.

26 Q. 494 What I was asking you was whether you might have been requested to hand him or

27 meet him to give him Mr. O'Callaghan's cheque for 1,700?

28 A. Not that I can recall.

29 Q. 495 On the 3rd of March 1993. 9297, at 11 o'clock it's clear that Mr. O'Callaghan

12:22:31 30 is in Dublin, isn't that right?

- 12:22:32 1 A. Yes.
- 2 Q. 496 So he is in Dublin on the 3rd of March at 9293, even though he is not recorded
3 in your diary, isn't that right?
- 4 A. Correct.
- 12:22:43 5 Q. 497 Now looking at the list of people that you met or came into contact with on the
6 3rd of March. Do any of those assist you in recollecting who might have been
7 the source of the 5,000 pounds that you lodged to your Irish Nationwide
8 Building Society account on the 3rd of March 1993?
- 9 A. Not really, no.
- 12:23:01 10 Q. 498 No. Was Mr. O'Callaghan the source of the money?
- 11 A. I don't believe so. Mr. O'Callaghan paid me in the manner that I have outlined
12 on all occasions on foot of an invoice and the receipt of a cheque by me and I
13 either lodged or cashed or part lodged or cashed.
- 14 Q. 499 All right. And on the 12th of March 1993, Mr. Dunlop, at 22025, you lodge
15 1,000 pounds to your 006 account, isn't that right?
- 12:23:38 16 A. Yes.
- 17 Q. 500 And on the 15th of March you lodge another 1,000 pounds?
- 18 A. Yes.
- 19 Q. 501 And you haven't been able to provide any explanation for the source of those
20 monies, isn't that right?
- 12:23:50 21 A. Correct.
- 22 Q. 502 And on the 12th of March at 3900, sorry I beg your pardon. On the 15th of
23 March you lodge 12,000 pounds in cash to the Irish Nationwide Building Society
24 account.
- 12:24:08 25 A. Yeah.
- 26 Q. 503 And you have not been able to provide a source for that money, isn't that
27 right?
- 28 A. Yes.
- 29 Q. 504 So that in March of 1993 on the 5th of March you lodge 5,000 pounds and you
12:24:22 30 don't know where you got that but it is clearly a cash lodgement, isn't that

- 12:24:26 1 right?
- 2 A. Yes uh-huh.
- 3 Q. 505 You make two other lodgements totalling 2,000 pounds to your 06 account one on
- 4 the 12th of March '93 and one on the 15th of March, so that's 7,000 pounds,
- 12:24:37 5 isn't that right?
- 6 A. Uh-huh.
- 7 Q. 506 And then on the 15th of March you lodge 12,000 pounds?
- 8 A. Uh-huh.
- 9 Q. 507 So that's 22,000 pounds, Mr. Dunlop. And do you have any idea where you came
- 12:24:50 10 by that money?
- 11 A. No, other than to say in the context of the one, of the personal account which
- 12 may well have been overdrawn that I was just reconciling matters from existing
- 13 cash that I had. But I cannot say specifically what the source was.
- 14 Q. 508 These are all cash lodgements, isn't that right?
- 12:25:14 15 A. Yes.
- 16 Q. 509 Mr. Dunlop?
- 17 A. Yes.
- 18 Q. 510 And the funds are being lodged insofar as they are lodged to your Irish
- 19 Nationwide Building Society account, not out of any necessity to regularise the
- 12:25:26 20 account, isn't that right?
- 21 A. No absolutely not.
- 22 Q. 511 You can see there at 3900 --
- 23 A. Yes.
- 24 Q. 512 -- that what you have told the Tribunal in relation to the 10,000 pounds on the
- 12:25:34 25 19th of February is that it represents part of the proceeds of the Riga cheque
- 26 on the 18th of February '93 and you say that because of the dates, isn't that
- 27 right?
- 28 A. Exactly.
- 29 Q. 513 But the two subsequent payments the 5,000 pounds and the 12,000 pounds you are
- 12:25:49 30 not in a position to assist as to the source of those monies?

- 12:25:53 1 A. No.
- 2 Q. 514 From your own purposes, Mr. Dunlop, at this time on the documentation that you
3 signed for the Irish Nationwide, you don't indicate any source of these funds
4 other than their cash, isn't that right?
- 12:26:15 5 A. Correct, yeah.
- 6 Q. 515 So that the originating document that brings the money into the account records
7 only cash which as we know is untraceable, isn't that right?
- 8 A. Correct.
- 9 Q. 516 But within your own accounting of your Irish Nationwide Building Society
10 account or your Rathfarnham account, Mr. Dunlop, did you ever take any
11 precautionary step of recording the source of any of these lodgements so that
12 in the event that there was a dispute by someone who came along and said well
13 in fact I paid you 20,000, you would have made a note or a record of that
14 payment?
- 12:26:45 15 A. I don't think so.
- 16 Q. 517 Right. In your diaries that we have looked at, Mr. Dunlop, we see where you
17 recorded say for example meetings with Mr. Duignan and the payment of monies,
18 isn't that right?
- 19 A. Yes.
- 12:26:56 20 Q. 518 And we have seen where although you've over written it in part, you have
21 recorded certain financial arrangements with Mr. O'Callaghan and indeed with
22 other people, isn't that right?
- 23 A. Correct.
- 24 Q. 519 So it was your habit, Mr. Dunlop, to keep a little note or a record of
12:27:12 25 financial transactions, isn't that right?
- 26 A. Just I am not going to go into a semantical discussion with you about the use
27 of the word habit. But yes I did do those things. It's not a habit but I did
28 them on occasion, yes.
- 29 Q. 520 If we go back, Mr. Dunlop, in your training been the Civil Service where you
12:27:31 30 worked for Mr. Boland where you had your training before you became press

- 12:27:36 1 officer, isn't that right? Within the Civil Service everything is recorded,
2 isn't that right?
- 3 A. Yes, it's the other way around. I ended up with Mr. Boland I had started
4 otherwise.
- 12:27:43 5 Q. 521 Yes.
- 6 A. By and large everything is recorded, yes.
- 7 Q. 522 Now you are in 1991, start operating these two accounts within this
8 jurisdiction that is the Rathfarnham account and the Irish Nationwide Building
9 Society account and you have lodged significant round sum figures to those
10 accounts, isn't that right?
- 11 A. Correct.
- 12 Q. 523 And if you tell the Tribunal that you rely entirely on your memory as to the
13 source of those lodgements?
- 14 A. Yes.
- 12:28:11 15 Q. 524 And you never kept any record of the source of the lodgements?
- 16 A. No.
- 17 Q. 525 So you took no step to protect yourself, Mr. Dunlop, against anybody who might
18 make a claim, say for example that they had paid you money when they hadn't?
- 19 A. Well no. It didn't occur.
- 12:28:29 20 Q. 526 No whether or not it occurred. What I am enquiring now is what steps you would
21 have put in place, Mr. Dunlop, to protect yourself?
- 22 A. Well I don't ... I think the orientation of the process, there was no question
23 of protecting myself or protecting anybody else but certainly not protecting
24 myself. I mean I know who I dealt with and why I was dealing with them.
- 12:28:52 25 Q. 527 For example, Mr. Dunlop, you put one of the Greencore cheques or payments that
26 you got into the Rathfarnham account?
- 27 A. Yes.
- 28 Q. 528 Isn't that right? And therefore it wouldn't have been traceable through your
29 Frank Dunlop & Associates account, isn't that right?
- 12:29:05 30 A. Correct.

12:29:05 1 Q. 529 Okay. So now where is your document or your piece of paper that could satisfy
2 Greencore that they had in fact paid you because no audit of Frank Dunlop &
3 Associates would have shown up the fact that you had received that payment,
4 isn't that right? The opening lodgement you've told the Tribunal?

12:29:23 5 A. No, no I have no difficulty about that, yeah. The reason I pause.

6 Q. 530 Yes.

7 A. Is that presumably in the, in the normal course of business for the payment of
8 a Greencore cheque. I mean, that is recorded in, it would have been recorded
9 in Greencore. And unless I rang up and said I didn't get the cheque they would
10 make the presumption that the thing had been received.

11 Q. 531 But you are in a position to tell the Tribunal what you did with the Greencore
12 cheque, isn't that right?

13 A. Yes.

14 Q. 532 Put it into the Rathfarnham account, isn't that right?

12:29:56 15 A. Yes.

16 Q. 533 Now how did you know, Mr. Dunlop, where is the document that you had that
17 enabled you to tell the Tribunal what you had done with the cheque?

18 A. I don't have any documentation. In my effort to assist the Tribunal in
19 relation to identifying the sources in the Rathfarnham account I made various
12:30:23 20 attempts various attempts to identify what the sources were and I attributed
21 this to the Greencore money.

22 Q. 534 Yes but how did you attribute it, Mr. Dunlop, to the Greencore money?

23 A. Because I had no documentation to attribute it in answer to the specific
24 question that you asked me, all I can say to you is that I reflected in the
12:30:47 25 best way I possibly could and recollected what had happened at that time and
26 what monies I had received.

27 Q. 535 Yes well what is curious, Mr. Dunlop --

28 A. Uh-huh.

29 Q. 536 -- really and what I am trying to explore with you is, how is it that in
12:31:01 30 relation to the source of that particular lodgement you are able to identify

12:31:05 1 for the Tribunal the true and the correct source of the lodgement, isn't that
2 right?

3 A. Yes.

4 Q. 537 Right. In the absence of any documentation?

12:31:11 5 A. Uh-huh.

6 Q. 538 And at a time that is earlier in time to the lodgements I am presently asking
7 you about, isn't that right?

8 A. Yes.

9 Q. 539 It is the previous, it is in fact 1991?

12:31:19 10 A. Correct.

11 Q. 540 Right. And I am asking you now about lodgements you made in March of 1993?

12 A. Yes.

13 Q. 541 Isn't that right? You can tell the Tribunal that that particular lodgement was
14 Greencore?

12:31:28 15 A. Yes.

16 Q. 542 A Greencore cheque. That that's where?

17 A. That is as I recollect matters that is what, what the source was.

18 Q. 543 Yes. But you are not in a position to identify any document that would show
19 that the source of the lodgement was the Greencore cheque, isn't that right?

12:31:45 20 A. Yes.

21 Q. 544 So you remember the source of that particular lodgement?

22 A. At that stage I was in receipt of monies from Greencore that I lodged to that
23 account.

24 Q. 545 But you don't remember the source of any of the lodgements to the require Irish
12:32:01 25 Nationwide Building Society account in March of 1993, other than one particular
26 one which you think might have been attributable to Mr. Denis Mahony, isn't
27 that right?

28 A. Correct and specifically, yes is the answer to that question.

29 Q. 546 And you say, Mr. Dunlop, that you did not keep any document or record that
12:32:18 30 recorded the true source of nose lodgements?

- 12:32:21 1 A. Correct.
- 2 Q. 547 In April of 1993, Mr. Dunlop, the Written Statement, if I can move on to
3 planning, came up before Dublin County Council and you will recollect that
4 following the December 1992 vote. 9661, the manager had drafted amendments to
12:32:57 5 the Written Statement in accordance with the decisions that had been made by
6 the Council in December 1993?
- 7 A. Correct.
- 8 Q. 548 And the manager had proposed paragraph 549 under the heading "development
9 strategy" at 9661. That this district centre shall not exceed 250,000 square
10 feet of retail shopping.
12:33:07 10
- 11 A. Correct.
- 12 Q. 549 That was to give effect to the vote the third vote on December the 17th 1992,
13 which had put a cap on the retail element of Quarryvale at 250,000 square feet?
- 14 A. Yes.
- 12:33:20 15 Q. 550 Right. Now, in June of 1993 at 9658. This was -- the planners were proposing
16 these amendments to the Written Statement and the Written Statement would then
17 go on its second public display together with the maps following the decisions
18 that have been made in 1992?
- 19 A. Correct.
- 12:33:48 20 Q. 551 Now, it would appear from information furnished to the Tribunal that efforts
21 were going to be made to change the Written Statement?
- 22 A. Yes.
- 23 Q. 552 And in fact in a document provided to the Tribunal by the late Mr. Lawlor.
24 9474, please. Which is a copy of a fax from Mr. O'Callaghan in April 1993.
12:34:16 25 And at 9475. The second page of that is the proposed amendments and revisions
26 to the Written Statement. And the third page of that at 9476 provides a draft
27 amendment.
- 28 A. Yes.
- 29 Q. 553 Right. Now, one sentence I want to draw to your attention is the sentence I
12:34:43 30 had quoted to you from the Manager's Report and that had been "this district

- 12:34:46 1 centre shall not exceed 250,000 square feet of retail shopping". That was the
2 draft proposed by the manager to give effect to the decision of the Council on
3 the 17th of December '92?
- 4 A. Correct.
- 12:34:57 5 Q. 554 Now, what is being proposed here at 9476 is a change, isn't that right?
- 6 A. Yes.
- 7 Q. 555 And it reads "this town/district centre shall not be less than 250,000 square
8 feet net of retail shopping."
- 9 A. Correct.
- 12:35:13 10 Q. 556 Who was the author of that amendment?
- 11 A. Liam Lawlor.
- 12 Q. 557 And what was the focus of Mr. Lawlor's interest in the Written Statement?
- 13 A. The focus specifically was I think without, without being raising anybody's
14 eyebrows in respect of the to the late Liam Lawlor. I mean Mr. Lawlor was
12:35:38 15 innately shrewd, he was not damaged by further education. He was an extremely
16 shrewd individual and he could read a document, almost speed read a document, I
17 have seen him do it. But with the greatest facility that he had, was to
18 identify possibilities, this may have come from a political dimension that he
19 also had, to identify possibilities whereby in the knowledge that the Written
12:36:06 20 Statement would become the law. Once the Written Statement was published, put
21 on display, came back and voted on, then that was regardless of anything else
22 that had taken place, that was the law in relation to what had been decided.
23 And Mr. Lawlor identified the possibility that the wording in relation to the
24 cap could be put in such a way that at the very least, left it ambiguous.
- 12:36:34 25 Q. 558 Yes.
- 26 A. And so advised both Mr. O'Callaghan and myself and Mr. Ambrose Kelly at a
27 number of meetings and as is evident from what you have put on the screen, he
28 was active on a one-to-one basis with Mr. O'Callaghan in this regard.
- 29 Q. 559 So that in or around March and April of 1993, Mr. Lawlor had become alert to
12:36:58 30 the proposed, the changes proposed by the planners following the decision of

- 12:37:02 1 the 17th of December 1992?
- 2 A. Correct. I think he became alert to it immediately on the publication or on
- 3 the publication is the right word, of the document, of the Manager's Report.
- 4 Q. 560 And he then advises, if I understand you correctly, both Mr. O'Callaghan
- 12:37:19 5 Mr. Kelly and yourself of the importance of changing the wording of the Written
- 6 Statement?
- 7 A. Correct, yes.
- 8 Q. 561 And would it have been the position that what Mr. Lawlor was seeking to achieve
- 9 in change the wording of the Written Statement was more flexibility in terms of
- 12:37:33 10 what would be permitted at the retail level?
- 11 A. Yes, it would be to remove the absolute nature of what had actually been said
- 12 was that it should not exceed.
- 13 Q. 562 "Shall not exceed".
- 14 A. Exactly. So that that would be removed. Therefore, to use the word that you
- 12:37:51 15 rightly use that. It would be much more flexible in interpretation not only
- 16 by the manager but by the proposers or any subsequent advisors that might come
- 17 and look at this and say well look this is not quite what is said what is said
- 18 here is that it shall not be less than.
- 19 Q. 563 Yes.
- 12:38:13 20 A. Rather than shall not exceed.
- 21 Q. 564 Yes. So the object of the exercise in April 1993, from a zoning point of view
- 22 because this relates to zoning, isn't that right?
- 23 A. Yes.
- 24 Q. 565 It was going to be Written Statement was to take out the prohibitive nature of
- 12:38:26 25 the limit that was on the 250,000 square feet and put in a more flexible
- 26 wording that would allow subsequently when a planning application was made for
- 27 an argument to be made to the planners that greater retail was in fact
- 28 permissible, is that correct?
- 29 A. Absolutely.
- 12:38:41 30 Q. 566 And the person who spotted this opportunity as it were was the late Mr. Lawlor?

- 12:38:46 1 A. Yes. And my understanding always has been, I don't know if Mr. Lawlor
2 discussed it with anybody else, Mr. Lawlor had a tendency to regard
3 professional advisors in the capacity of per town planners with contempt. And
4 there was a certain justification on his part in that I have to say, but that
12:39:08 5 my understanding always was that he was the one who identified this and brought
6 it to and I say "our" in the context of Mr. O'Callaghan, Mr. Kelly and myself,
7 our attention.
- 8 Q. 567 And I think ultimately a motion was drafted to propose an amendment to what the
9 manager had put into the draft Written Statement. And at 9563, that amendment
12:39:32 10 is proposed to paragraph 549 and again the critical sentence is the second, is
11 the last sentence in the first paragraph and now it reads "this district town
12 centre shall be in the order of 250,000 square feet retail floor space".
- 13 A. Yes.
- 14 Q. 568 And that is what ultimately was lodged on behalf of the Quarryvale project,
12:39:53 15 isn't that right?
- 16 A. Correct yes.
- 17 Q. 569 So what really was being taken out of what the manager was proposing was the
18 words "shall not exceed" isn't that right?
- 19 A. Correct, yes.
- 12:40:02 20 Q. 570 And what's also been included is the word "district town centre?"
- 21 A. Yes.
- 22 Q. 571 Because the previous, the manager had described it at 9661, as a district
23 centre?
- 24 A. Yes.
- 12:40:13 25 Q. 572 And what has been included in the proposed motion is the word "town centre" as
26 well as district, isn't that right?
- 27 A. Yes.
- 28 Q. 573 Is that because there was a view that if the word town centre was included that
29 it would automatically have allowed for a greater development than a district
12:40:28 30 centre?

- 12:40:29 1 A. Yes. I mean, there is a gradation as I understood it then it may have changed
2 now but as I understood it then there was a gradation in the concepts applying
3 to district centre town centre, district centre was regarded as smaller, town
4 centre larger. I don't know what designation they use now. They may still be
12:40:48 5 using the same terminology.
- 6 Q. 574 And was this motion drafted by Mr. Lawlor?
- 7 A. The straight answer yes, I believe so, yes. It certainly it was drafted in the
8 context of consultation of to which I was a party. Most of the consultation
9 took place I have to say between Mr. O'Callaghan Mr. Lawlor and Mr. Ambrose
12:41:13 10 Kelly. But certainly to a large extent this was drafted by Mr. Lawlor with the
11 agreement of the other members of the team.
- 12 Q. 575 The motion is signed by Mr. John O'Halloran, Ms. Therese Ridge Mr. Colm McGrath
13 Mr. Colm Tyndall, isn't that right?
- 14 A. Correct.
- 12:41:30 15 Q. 576 Did you obtain any of those signatures, Mr. Dunlop?
- 16 A. I don't believe. I may well have. I may well have got John O'Halloran's
17 signature. I am not 100 per cent certain but certainly either Mr. O'Callaghan
18 or myself would have obtained the signatures because we would have had to
19 explain to the signatories what exactly was being proposed here. This was a
12:41:56 20 development following on the Written Statement publication by the manager on
21 the advice of Liam Lawlor. So the subtleties and the nuances that Mr. Lawlor
22 was outlining may not have been immediately appreciable by these other people.
23 I so I would say yes, I more than likely got some of the signatures I can't say
24 that I got them all.
- 12:42:19 25 Q. 577 But the object of this exercise is focused on one sentence, isn't that right?
- 26 A. Correct, yes.
- 27 Q. 578 The object of this exercise is to take out the absolute prohibition on any
28 retail in excess of 250,000 square feet.
- 29 A. That's correct.
- 12:42:29 30 Q. 579 And put in a more flexible wording that will allow an argument be made at a

- 12:42:35 1 later stage to the planners that in fact the wording does permit of a greater
2 development?
- 3 A. Correct.
- 4 Q. 580 Right. Now, that documentation was faxed by Mr. O'Callaghan to the bank on the
12:42:52 5 10th of May 1993, at 9561. And what was faxed with it is at 9562. Which is
6 simply a compliments slip from Therese Ridge.
- 7 A. Yes.
- 8 Q. 581 And it would appear that the motion may have been faxed by Ms. Ridge originally
9 to Mr. O'Callaghan. Were you aware of that. Mr, Dunlop?
- 12:43:09 10 A. No, I was not. Sorry. The motion.
- 11 Q. 582 The motion is lodged with the Council on the 27th of April 1993, signed by
12 Ms. Ridge among others?
- 13 A. Yes.
- 14 Q. 583 And it would appear that by the 10th of May 1993, Mr. O'Callaghan is faxing to
12:43:24 15 the bank, a copy of that motion as signed together with a compliments slip from
16 Ms. Therese Ridge in the heading of Dublin County Council. Were you aware of
17 the involvement of Ms. Ridge directly with Mr. O'Callaghan in connection with
18 this matter?
- 19 A. No, and the only explanation I can provide for that is that Ms. Ridge obtained
12:43:45 20 the original from the council offices or the Council officials and sent it to
21 Mr. O'Callaghan. I must say I was not aware of that.
- 22 Q. 584 All right and on the -- the motion is lodged on the 27th of April, Mr. Dunlop,
23 and on the 30th of April at 3900, you withdraw 4,600 pounds?
- 24 A. Yes.
- 12:44:14 25 Q. 585 From your Irish Nationwide Building Society account, isn't that right?
- 26 A. Yes.
- 27 Q. 586 And you haven't provided any explanation, isn't that correct, for the
28 disbursement of those funds?
- 29 A. Correct.
- 12:44:26 30 Q. 587 Did you make any payments to anybody in connection with that motion?

12:44:29 1 A. No I don't believe I did, no.

2 Q. 588 You haven't indicated in your statement to the Tribunal, isn't that correct?

3 A. Correct.

4 Q. 589 That you made any further payments to anybody in connection with the Quarryvale

12:44:40 5 matter?

6 A. That's correct.

7 Q. 590 So is it the position that while you had indeed paid you say Mr. O'Halloran and

8 Mr. McGrath in connection with their support for Quarryvale previously --

9 A. Yes.

12:44:50 10 Q. 591 -- you did not have to make or weren't requested to make any payment in 1993 in

11 the context of this motion?

12 A. No, that is correct.

13 Q. 592 Now, I think that ultimately the motion came on to the to be dealt with isn't

14 that right in June I think of. I will just get the relevant page, Mr. Dunlop.

12:45:16 15

16 JUDGE FAHERTY: The special meeting was at 9658 on the 1st of June.

17

18 Q. 593 MS. DILLON: In fact it's not dealt with on the 1st of June. I think at 9658.

19 At 9658 in fact what happens, Mr. Dunlop, is a decision is made by the Council

12:45:35 20 at 9662. That the Manager's Report will be adopted subject to the passing of

21 subsequent motions

22 A. Well --

23 Q. 594 Do you see there it was proposed by Councillor Ridge at the very top.

24 A. Yes.

12:45:53 25 Q. 595 Seconded by Councillor Devitt, that the Manager's Report in relation to items

26 No.s 21 and 22 (1B) be adopted subject to the passing of subsequent motions

27 relating to these items.

28 A. Right. Yes.

29 Q. 596 Now included within that was the change at paragraph 549 at 9661. And at 9661

12:46:15 30 paragraph 549 is the amendment to the Written Statement in connection with

- 12:46:19 1 Quarryvale following the meeting of the 17th of December 1992.
- 2 A. Correct.
- 3 Q. 597 And what the Council had decided to do at this stage is that they will pass the
- 4 Manager's Report subject to any subsequent motions that will be passed?
- 12:46:31 5 A. Correct.
- 6 Q. 598 One of which is going to be the motion to change the Written Statement.
- 7 A. Yes.
- 8 Q. 599 That we have already looked at, isn't that right?
- 9 A. Correct.
- 12:46:38 10 Q. 600 Now, I think that the matter came for the first hearing as it were before the
- 11 Council on the 3rd of 1993, at 9665.
- 12
- 13 Now, the motion at on the following page, please. The motion in the names of
- 14 Councillors O'Halloran, Ridge, McGrath and Tyndall was proposed by O'Callaghan
- 12:47:02 15 O'Halloran, seconded by McGrath Councillor McGrath and then there is a
- 16 discussion at the very bottom of the page at the next page please 9667. And
- 17 the manager had recommended no change in what he had suggested in the Written
- 18 Statement, isn't that right?
- 19 A. Correct.
- 12:47:20 20 Q. 601 And then there is a discussion to which a number of people contribute
- 21 O'Halloran, Terry, Laing, Tipping, Healy, Kelleher, Higgins, O'Connell,
- 22 O'Donovan, Cass, Gordon, Tyndall and Quinn, isn't that right?
- 23 A. Yes.
- 24 Q. 602 And on the following page at 9688 there is an amendment by Councillor Terry and
- 12:47:38 25 Councillor Quinn. And that is to propose deleting the amendment "this town
- 26 centre shall be in the order of 250,000 square feet" and substituting the
- 27 district centre shall not exceed?
- 28 A. Yes.
- 29 Q. 603 So in other words what's now being proposed or counter proposed is to go back
- 12:48:05 30 to what the manager had wanted, isn't that correct?

- 12:48:05 1 A. That's correct.
- 2 Q. 604 And they also propose deleting the word "town" which had been inserted in the
3 amendment that was being proposed, isn't that right?
- 4 A. Correct.
- 12:48:05 5 Q. 605 And then at a second amendment was proposed by Councillor Tyndall and seconded
6 by Gilbride that the words that the motion would add the words "but not
7 exceeding". Shall be of the order of 250,000 square feet but not exceeding.
- 8 A. Yes.
- 9 Q. 606 But the matter wasn't dealt with then, isn't that the position?
- 12:48:23 10 A. Correct.
- 11 Q. 607 And it went --
- 12 A. To another meeting.
- 13 Q. 608 -- to the 4th of June.
- 14 A. Yes.
- 12:48:28 15 Q. 609 Now at 9669 on the 4th of June. And at 9671, what in fact what happens is that
16 the objecting motions are withdrawn and if you look at the centre of the page
17 it says it was proposed by Councillor Gilbride and seconded by Councillor
18 Tyndall that the motion be amended by deleting the words "district town" at
19 lines 6, 7 and 8 and substituting the words and "District" and "Town" capital T
12:49:00 20 for town?
- 21 A. Yes.
- 22 Q. 610 To deleting the words "retail floor space" and substituting of retail shopping
23 and three adding the words "but not exceeding" after the words "in order of"
- 24 A. Yes.
- 12:49:11 25 Q. 611 And that was put and passed unanimously.
- 26 A. Yes.
- 27 Q. 612 So that the ultimately the motion read at 9672. "That it is proposed to
28 designate a district town centre site at Quarryvale" capital D C, isn't that
29 right?
- 12:49:27 30 A. Yes.

- 12:49:28 1 Q. 613 The very first line, Mr. Dunlop?
- 2 A. I have it yeah.
- 3 Q. 614 "This District town centre shall be in the order of but not exceeding 250,000
- 4 square feet of retail shopping?"
- 12:49:38 5 A. Yes.
- 6 Q. 615 So there has been a movement away there what the manage are had suggested,
- 7 isn't that right?
- 8 A. Correct.
- 9 Q. 616 And a significant change has been introduced in that the district centre has
- 12:49:49 10 been moved from being a district centre to being a District, capital D, and
- 11 town centre, isn't that right?
- 12 A. Yes.
- 13 Q. 617 And that of itself would have meant, Mr. Dunlop, insofar as the planners were
- 14 concerned that you were dealing with a bigger development than a district
- 12:50:04 15 centre, isn't that right?
- 16 A. Correct.
- 17 Q. 618 So this is an added bonus as it were or it increases the amount of development
- 18 that will be permitted on the site, isn't that right?
- 19 A. Correct. It increases the facility for the proposers to make an application
- 12:50:17 20 for a greater development.
- 21 Q. 619 Yes. And the amendment that's been made to the retail element is that there is
- 22 now some flexibility in that what is stated is the district town centre shall
- 23 be in the order of.
- 24 A. Yes.
- 12:50:30 25 Q. 620 But not exceeding 250,000 square feet, isn't that right?
- 26 A. Of retail shopping.
- 27 Q. 621 Of retail shopping?
- 28 A. Yes.
- 29 Q. 622 But there is no suggestion of net or gross square footage, isn't that right?
- 12:50:41 30 A. Correct.

- 12:50:42 1 Q. 623 In other words doesn't say net figure or gross figure?
- 2 A. Correct.
- 3 Q. 624 So there is going to be room there for an argument to be made subsequently if
- 4 the, Mr. O'Callaghan's or Barkhill's advisors so decide to make a submission to
- 12:50:56 5 the planners in relation to whether the figure is gross or net, as in fact
- 6 became the case?
- 7 A. As in fact became the case.
- 8 Q. 625 Isn't that right?
- 9 A. Yes.
- 12:51:03 10 Q. 626 Because subsequently an argument was made that there should be. The retail
- 11 should not include any of the common areas or the mall space within the centre,
- 12 isn't that correct?
- 13 A. That's correct.
- 14 Q. 627 So that if fact the gap that had been spotted by Mr. Lawlor has achieved for
- 12:51:18 15 the developers of Quarryvale a loosening of the position in relation to the
- 16 250,000 square feet, isn't that right?
- 17 A. Correct. It's not as at all as absolute as it was envisaged by the manager.
- 18 Q. 628 Yes. And in your statement to the Tribunal you have identified that this was a
- 19 particular ability of Mr. Lawlor's?
- 12:51:37 20 A. Yes.
- 21 Q. 629 He was able to identify very small areas where changes could be brought about
- 22 that people mightn't necessarily appreciate?
- 23 A. Yes.
- 24 Q. 630 When they were voting on it the effect of what they were voting on?
- 12:51:50 25 A. Well they wouldn't. I know it's somewhat disconcerting to say this but Liam
- 26 Lawlor had this facility much to the chagrin of some of the planners that he
- 27 did actually read the documentation that he was supplied with. Most of the
- 28 councillors did not. That's not an offensive remark. I mean it applies to the
- 29 Dail most people vetting in the Dail don't know what they are voting for, they
- 12:52:25 30 are just obeying the whip. But in Liam Lawlor's case by auto dictate he was,

12:52:36 1 he taught himself, as I understand it, and knew him, that he understood the
2 importance of the Written Statement, notwithstanding anything that had taken
3 place on a vote in a particular development. The Written Statement was
4 absolute and therefore if any change could be achieved in the Written
12:52:57 5 Statement, that was very, very important and he so advised us.

6 Q. 631 It's a small thing, Mr. Dunlop, but in relation to this decision --
7 A. Yes.

8 Q. 632 -- the introduction of the capitals for district and town. It's only a very
9 small point.

12:53:12 10 A. Uh-huh.

11 Q. 633 But it would have created a different attitude to the town District Centre as
12 opposed to a town centre lower case, isn't that right?
13 A. Yes it would.

14 Q. 634 Because on the maps that identify the zoning the District Centre is in
12:53:26 15 capitals?
16 A. Correct.

17 Q. 635 With a capital D, isn't that correct?
18 A. That's correct, yes.

19 Q. 636 And by doing this small change Mr. Lawlor achieved elevating it to something
12:53:35 20 fairly close to --
21 A. What was required.

22 Q. 637 -- what was required, isn't that right?
23 A. That's correct, yes.

24 Q. 638 And it's only a very small point, isn't that right?
12:53:41 25 A. I did use the word subtilty and nuance earlier on.

26 Q. 639 Yes.
27 A. And regardless of anybody's view or otherwise, I will have a consistent view
28 and I've always had a consistent view about Mr. Lawlor and my relationship with
29 Mr. Lawlor. He was in a significantly innately intelligent person. And on
12:54:04 30 occasion, on occasion it was an absolute pleasure to watch him in operation

12:54:10 1 with professionals who would not in a month of Sundays have spotted this.

2 Q. 640 Uh-huh.

3 A. Not in a month of Sundays. But Liam Lawlor spotted it, identified and it

4 brought it to Mr. O'Callaghan and myself. Notwithstanding what we discussed

12:54:26 5 yesterday, where there was an immediate reaction after the vote about the cap,

6 about the 250 well don't worry about that we'll get rid of it and I explained

7 the circumstances in relation to that. Mr. Lawlor took a different view. He

8 said let's look at the Written Statement and looked at it and went down through

9 it in fine detail and identified this lacuna and dealt with it.

12:54:51 10

11 Mr. O'Callaghan, there was a lot of tick tacking with Mr. O'Callaghan in

12 relation to this matter and without any offence to Mr. O'Callaghan, I do

13 understand that Mr. O'Callaghan was worried about the possibility or the

14 likelihood of the raising of the cap because of his relationship with the bank.

12:55:12 15 That the bank would be asking questions in relation to whether or not this was

16 viable.

17 Q. 641 I think in fact the bank did raise questions of Mr. O'Callaghan following on

18 those decisions. I think at 9746, Mr. O'Callaghan explained his view of what

19 he understood had happened at the meeting at 9747. Under the heading "zoning".

12:55:41 20 And this meeting is taking place on the 16th of June and the decision has been

21 made --

22 A. Has been made.

23 Q. 642 -- on the 4th of June, isn't that right?

24 A. Correct yes.

12:55:49 25 Q. 643 And in this attendance on the bank, Mr. Dunlop, the bank query with Mr.

26 O'Callaghan the recent vote. And the note records I queried that's AIB queried

27 the recent vote in relation to Quarryvale which had been reported in the paper.

28 This appears to conflict with the amendments that had been proposed by Dublin

29 County Council. Owen O'Callaghan had indicated that this was not the case at

12:56:10 30 all. He was in the chamber on the day of the vote. The whole purpose of which

12:56:15 1 had been to copper fasten the fact that the previous decision had been for
2 250,000 square feet net retail space. The way the proposal had been perceived
3 was an effort to lift the ceiling but in the event the proposal that this
4 District Town Centre shall be in the order of but not exceeding 250,000 square
12:56:30 5 feet retail floor space was accepted. This was put forward by Colm Tyndall who
6 was one of the signatories on the original proposal and will be on of the
7 people on Owen O'Callaghan's side on the Council. Accordingly he is very happy
8 with his confirmation and as the matter has now been aired again with no great
9 problem, he anticipates no difficulty when the result of the public display is
10 considered by the Council in a few months time.

11
12 He also made the point that the proposal to define the centre as a District
13 Town Centre as distinct from district centre, there could have implications
14 regarding size".

12:57:00 15
16 So in fact he has picked up on Mr. Lawlor's point, isn't that right?

17 A. Correct. He has been advised by Mr. Lawlor in relation to this subtilty, yes.

18 Q. 644 The importance of bringing in the word "district" together with the word "town"
19 increase in the effect within the Written Statement the definition of the
12:57:16 20 Quarryvale site, isn't that correct?

21 A. Yes correct.

22 Q. 645 And this you say was something that was identified by Mr. Lawlor who proposed
23 the amendment and drafted the amendment originally, which was then altered?

24 A. Yes. In trying, in attempting to locate an exact date in relation to this, the
12:57:41 25 only way that I can do that is by the date of publication of the Written
26 Statement. But I have no doubt whatsoever that it was Mr. Lawlor who generated
27 the identity of this particular facility and worked on it with Mr. O'Callaghan
28 and myself and Mr. Ambrose Kelly.

29 Q. 646 Yes. And after the 4th of June, Mr. Dunlop, on the 10th of June 1993, at 9691,
12:57:59 30 you issued another invoice.

- 12:58:02 1 A. Uh-huh.
- 2 Q. 647 Isn't that right?
- 3 A. Yes.
- 4 Q. 648 And this is an invoice that you you addressed to Riga. It's entitled all
- 12:58:09 5 purpose National Stadium to professional services including ongoing media
- 6 relations and liaisons with Houston Sports & Leisure and Chilton O'Connor. I
- 7 am going to deal with all of that separately. But I want to ask you first of
- 8 all in relation to this particular invoice, Mr. Dunlop, whether there is in
- 9 fact any connection between the vote that had taken place on the 4th of June
- 12:58:30 10 1993 in relation to the Written Statement and the issuing of this invoice to
- 11 Riga on the 10th of June 1993?
- 12 A. No I don't believe so. I think when you go through the issue in relation to
- 13 the National Stadium and you will see from the terminology used in the invoice
- 14 as to the number of people who are identified there, there was a significant
- 12:58:54 15 level of activity in relation to this particular item at that particular time.
- 16 Q. 649 And I think that in fact the maps and the amendments went on public display at
- 17 9822, between the 1st of July '93 and 4th of August '93, isn't that right?
- 18 A. Yes.
- 19 Q. 650 And the amendment proposed on paragraph 549 was to take it from what is it
- 12:59:15 20 written on one side of the page to the other side?
- 21 A. To the other side, yes.
- 22 Q. 651 And included in the amendment was the amendment that had been initiated by the
- 23 late Mr. Liam Lawlor in relation to the cap on retail element, isn't that
- 24 right?
- 12:59:27 25 A. Correct.
- 26 Q. 652 So that in effect if I can put it like this, Mr. Dunlop, that before the ink
- 27 was dry on the decision of the 17th of December 1992, there was a move afoot
- 28 within the strategic team in connection with Quarryvale to dilute the effect of
- 29 the decision in relation to the retail cap, is that correct?
- 12:59:47 30 A. Absolutely, yes.

12:59:48 1 Q. 653 And that the gap that was spotted by spot you had by Mr. Lawlor who was an
2 integral part, if I understand you correctly, of the strategic team for
3 Quarryvale?

4 A. That's correct.

12:59:56 5 Q. 654 I am going to move on to something else now, Sir. So it may be an appropriate
6 time to ...

7

8 CHAIRMAN: All right. Well we can adjourn now. We are sitting tomorrow at --

9

13:00:06 10 MS. DILLON: Half past ten.

11

12 CHAIRMAN: At half past ten for two witnesses.

13

14 MS. DILLON: Yes.

13:00:11 15

16 CHAIRMAN: And then at two o'clock for Mr. Dunlop.

17

18 MS. DILLON: That's correct, Sir. Thank you.

19

13:00:17 20 **THE TRIBUNAL THEN ADJOURNED UNTIL THE FOLLOWING DAY,**

21 **FRIDAY, 1ST FEBRUARY 2008, AT 10:30 A.M.:**

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