

13:16:44 1

**THE TRIBUNAL RESUMED AS FOLLOWS ON TUESDAY**

2

**14TH OCTOBER 2008 AT 2 PM:**

3

4

MS. DILLON: Afternoon, Sir. Mr. O'Callaghan please.

14:04:46 5

6

**MR. OWEN O'CALLAGHAN CONTINUES TO BE QUESTIONED BY**

7

**MS. DILLON AS FOLLOWS:**

8

9

CHAIRMAN: Good afternoon, Mr. O'Callaghan.

14:05:05 10

Q. 1 MS. DILLON: Good afternoon, Mr. O'Callaghan.

11

A. Afternoon.

12

Q. 2 Think in June of 1994, according to your statement at 3151, at paragraph,

13

sub paragraph 1 under the heading "political contributions benefits", you

14

originally identified to the Tribunal that you made a payment of 1,000

14:05:24 15

pounds to Mr. Michael Martin on the 7th June 1989 in response to a request

16

by him for support for a group of student, isn't that right?

17

A. Yes.

18

Q. 3 Now, I think you accept following receipt of a letter from Frank Ward &

19

Company solicitors on behalf of Michael Martin, that in fact that was made

14:05:42 20

in June of 1994?

21

A. Yes.

22

Q. 4 Right. And I think that at 3973, in a list of political contributions,

23

made by Riga, you identify as the second entry on that list, a payment on

24

the 7th June 1989 to Colaiste Criost Ri, mini company travel, reference

14:06:08 25

Michael Martin, isn't that right?

26

A. Yes.

27

Q. 5 I think that was analysed at 11381, approximately halfway up from the

28

bottom of the page under the heading "Sponsorship", isn't that right?

29

A. Yes.

14:06:25 30

Q. 6 If that could be increased, you will see there reference to Young

14:06:29 1 Enterprise, 1,000 sponsorship, isn't that right?

2 A. Yes.

3 Q. 7 Yes. And I think that was analysed under 386 as being "advertising and

4 sponsorship", isn't that right?

14:06:41 5 A. Yes.

6 Q. 8 And I think also in later that year in November 1994 at 11488 you made a

7 contribution to Mr. Dennehy of Fianna Fail, isn't that right?

8 A. Yes.

9 Q. 9 And I think that was a contribution you made yourself, isn't that the

14:06:58 10 position?

11 A. Yes.

12 Q. 10 Now, I think that coming up to the end of 1994, Mr. O'Callaghan, I think

13 we dealt with most of the events of 1994 when you were dealing with the

14 issue in relation to the national stadium, isn't that right?

14:07:13 15 A. Yes.

16 Q. 11 You had a meeting, I think, with Mr. Ahern at 11497, on the 10th November

17 1994, isn't that right?

18 A. Yes.

19 Q. 12 And this is the meeting at which you identify Mr. Ahern as indicating to

14:07:31 20 you he would not support the stadium, isn't that right?

21 A. Yes.

22 Q. 13 Right. Now, I think Mr. Gilmartin on day 737, told the Tribunal that he

23 was aware that you had met with Mr. Ahern at the time of the fall of the

24 government in 1994, isn't that right, were you aware of Mr. Gilmartin's

14:07:47 25 evidence in that regard?

26 A. Yes.

27 Q. 14 Did you tell Mr. Gilmartin about your meeting with Mr. Ahern?

28 A. On the 10th November.

29 Q. 15 Yes.

14:07:57 30 A. I it's possible, yes.

- 14:08:00 1 Q. 16 In other words, is it possible that the source of the information that  
2 Mr. Gilmartin provided to the Tribunal about your meeting with Mr. Ahern  
3 was yourself?
- 4 A. Yes.
- 14:08:07 5 Q. 17 Right. Is it likely then that you would have explained to Mr. Gilmartin  
6 the purpose of your meeting with Mr. Ahern?
- 7 A. On the 10th November, yes.
- 8 Q. 18 And is it likely also that you would have discussed with Mr. Gilmartin the  
9 development project for the stadium that was then being promoted by  
10 Chilton & O'Connor?
- 11 A. Yes.
- 12 Q. 19 Would you have identified or discussed with them Mr. Dunlop's visit to  
13 America in or around that time, which was early November 1994?
- 14 A. No, I would not because I wasn't aware of that.
- 14:08:39 15 Q. 20 Do you know whether or not Mr. Ambrose Kelly was in New York at that time,  
16 that is November 1994?
- 17 A. Not to my knowledge.
- 18 Q. 21 Not to your knowledge. In any event, you think that it's possible that  
19 you discussed with Mr. Gilmartin the fact that you had met with Mr. Ahern  
14:08:55 20 in connection with the promotion of the stadium and that you would have  
21 done so around the time of your meeting with Mr. Ahern on the 10th  
22 November 1994?
- 23 A. That is possible, yes.
- 24 Q. 22 When you say it's possible, Mr. O'Callaghan, do you think that it's likely  
14:09:13 25 that you met with him and discussed it with him?
- 26 A. That I discussed it with him it's likely, yes, that I discussed it on the  
27 telephone phone with him.
- 28 Q. 23 Was it was your general approach to Mr. Gilmartin to attempt to keep him  
29 as up to date with all matters that were going on at that time that  
14:09:30 30 involved both of you?

- 14:09:31 1 A. Yes, when I could find him. When I could locate him, very often he's  
2 phone was out of the order for three or four month.
- 3 Q. 24 Right. In or around this time again which is late November 1994, I think  
4 we have dealt with this briefly, an issue arose involving Mr. Gerry Leahy,  
14:09:46 5 isn't that right?
- 6 A. Yes, what date is this please?
- 7 Q. 25 This is late November 1994, and just to refresh your memory,  
8 Mr. O'Callaghan, you will recollect evidence that you gave to the Tribunal  
9 in relation to a meeting you had with Mr. Gerry Leahy about seeking the  
14:10:04 10 support of Councillor Peter Brady, isn't that right?
- 11 A. Yes.
- 12 Q. 26 And Mr. Leahy's notes in relation to that meeting, he has described as  
13 having been primarily prepared by Mr. Fintan Gunne at the time but in  
14 general you don't dispute Mr. Leahy's evidence that you agreed with Mr.  
14:10:20 15 Leahy that if Mr. Brady's support could be secured for Quarryvale, you  
16 would consider him in relation to giving him some work in connection with  
17 the sites or the selling off the development in Quarryvale, is that fair?
- 18 A. Well, I wouldn't be so specific as to say if Mr. Brady's support was  
19 conditional, Mr. Peter Brady's support. The conversation I had with Gerry  
14:10:44 20 Leahy was in fact a lot of versions of it, but the correct one which is  
21 the one he gave himself in his evidence here I believe, was that I said I  
22 would be prepared to consider dealing with him with regards to the  
23 residential element of Quarryvale. I don't think it was conditional on  
24 getting Peter Brady's support.
- 14:11:06 25 Q. 27 Yes, I think that Mr. Leahy's evidence to the Tribunal in relation to the  
26 matter is that he agreed if we have 11513; this is a letter that was  
27 written by Mr. Dunlop to Mr. Leahy following certain discussions between  
28 Mr. Dunlop and Mr. Leahy in November 1994, and in it Mr. Dunlop says as  
29 follows.
- 14:11:31 30

14:11:32 1 "Dear Gerry, you asked me to recollect the details of a conversation  
2 between Owen O'Callaghan, yourself and myself at your office in Lucan,  
3 County Dublin in or about 24th June 1992. Specifically you asked me to  
4 recollect the details of what you describe as a firm undertaking by Owen  
14:11:48 5 O'Callaghan to appoint yourself as a representative of Gunne Estate Agents  
6 as agent for the proposal development at Quarryvale Clondalkin, Dublin 22.  
7

8 Firstly, a meeting between Owen O'Callaghan, yourself and myself did take  
9 place at your offices in or about the date aforementioned. Secondly, you  
14:12:06 10 undertook to liaise on Owen's behalf with a particular individual whose  
11 support was generally agreed to be crucial".

12 A. Yes.

13 Q. 28 Mr. Dunlop in evidence, has identified that particular individual as Peter  
14 Brady and Mr. Leahy in his evidence, agrees that that person was probably  
14:12:20 15 Peter Brady.

16 A. Oh, yes, it was. Yes.

17 Q. 29 To revert to Mr. Dunlop's letter "Thirdly, to the best of my recollection  
18 a discussion took place specifically between Owen O'Callaghan and yourself  
19 regarding a quid pro quo, which in essence left me with the impression  
14:12:32 20 that should the lands at Quarryvale be appropriately zoned with the  
21 support of the individual concerned, that discussions would take place  
22 with Gunne Estate Agents in the person of yourself, with a view to  
23 arriving at a decision regarding the letting agents for Quarryvale.  
24

14:12:45 25 Fourthly, you have informed me that Owen O'Callaghan wrote to you shortly  
26 after our meeting confirming that he would keep his "end of the deal". I  
27 have to say that until you apprised me of this letter I was not aware of  
28 it's existence."

29 A. Yes.

14:13:02 30 Q. 30 Now, you will be aware that the existence of that letter was referred to

- 14:13:06 1 in subsequent proceedings that were drafted and issued against you, isn't  
2 that right?
- 3 A. That's correct.
- 4 Q. 31 Okay. Do you agree first of all you wrote such a letter?
- 14:13:14 5 A. Yes.
- 6 Q. 32 And that you referred to keeping your "end of the deal" in the letter?
- 7 A. Oh, yes.
- 8 Q. 33 What was your "end of the deal" as you understood, Mr. O'Callaghan?
- 9 A. My end of the deal was that I would be prepared to discuss the actual  
14:13:27 10 residential sales in Quarryvale when and if we would have them, with  
11 Gerard Leahy and I think that probably must have meant Gunne Estates  
12 because Gerry Leahy was working for Gunne at the time. That was the  
13 conversation we had at the time. I told him that in fact to this day even  
14 if we build, or if and when we do build residential units in Liffey Valley  
14:13:52 15 we'll speak to the same Gerry Leahy because he is probably the best agent  
16 in the locality, best local agent from a residential point of view.  
17  
18 The conversation we had that particular day, of course I went to see him  
19 to ask would he help to get Peter Brady on side, that was part of our  
14:14:09 20 discussion, but I wouldn't say one was subject to the other by any means.  
21 Q. 34 At 11513 then if we just revert, you don't agree with the third paragraph  
22 of Mr. Dunlop's letter, where he says that a discussion took place  
23 specifically between Owen O'Callaghan and Mr. Leahy regarding a quid pro  
24 quo which in essence left me with the impression that should the lands at  
14:14:31 25 Quarryvale be appropriately zoned with the support of the individual  
26 concerned that discussions would take place about appointing Mr. Leahy?  
27 A. No, that is not correct.
- 28 Q. 35 That is not correct. You don't agree with that as being an accurate  
29 statement of what happened at the time, is that correct?
- 14:14:46 30 A. No that's not completely accurate.

14:14:54 1 Q. 36 You do however agree, that at the meeting that took place at which you  
2 discussed the issue of appointing Mr. Gunne or Gunne's or indeed Mr.  
3 Leahy, to look after the residential aspect of it that that conversation  
4 took place in the context of securing Mr. Brady's support for the  
14:15:04 5 Quarryvale rezoning, is that fair?  
6 A. It was in that context yes, but not conditional by any means.  
7 Q. 37 Right. Now, you agree I think proceedings were subsequently issued, isn't  
8 that right?  
9 A. Yes.  
14:15:21 10 Q. 38 And that Mr. Fintan Gunne, I think, informed Mr. Dave McGrath of Allied  
11 Irish Bank at 11553 on the 16th December 1994, of the fact that such  
12 proceedings were issued, isn't that right?  
13 A. Yes.  
14 Q. 39 And you will have seen that in that letter Mr. Fintan Gunne told Dave  
14:15:39 15 McGrath that "He wanted him to know on a strictly confidential basis that  
16 not alone are we suing O'Callaghan in respect of our fees on the  
17 Cumberland deal, we are also about to issue proceedings in relation to the  
18 agencies appointment on Quarryvale as per the enclosed correspondence.  
19  
14:15:55 20 When he comes looking for support again you can imagine what he'll be  
21 told. He is a very short sighted man if he thinks he can use and abuse  
22 people like ourselves and get away it. As you and I know well it's a long  
23 road" isn't that right?  
24 A. Yes.  
14:16:08 25 Q. 40 You were aware of that correspondence, is that right, Mr. O'callaghan?  
26 A. Yes.  
27 Q. 41 You knew Mr. Gunne had so informed Allied Irish Banks?  
28 A. Yes, indeed.  
29 Q. 42 And certainly, he appears to be suggesting in that, that he understood  
14:16:18 30 that a fixed arrangement had been made, but you disagree with that, isn't

- 14:16:21 1 that right?
- 2 A. Mr. Gunne assumed he had a fixed arrangement with Tom Gilmartin even away
- 3 back in the early days, because of his relationship with Dave McGrath of
- 4 the bank he also assumed that he would automatically become the letting
- 14:16:34 5 agent for Quarryvale, that's where all of this is coming from.
- 6 Q. 43 But the original agreement that meeting that took place involved Mr. Leahy
- 7 and not Mr. Gunne, isn't that correct?
- 8 A. Yes.
- 9 Q. 44 At the meeting was Mr. Dunlop and yourself and Mr. Leahy, isn't that
- 14:16:49 10 right?
- 11 A. Yes.
- 12 Q. 45 Following that, I think you agreed that you did write a letter to Mr.
- 13 Leahy agreeing you that you would keep your end of the deal, isn't that
- 14 right?
- 14:16:57 15 A. Yes, I did indeed.
- 16 Q. 46 What was Mr. Leahy to get for to you ensure you would step in and keep
- 17 your end of the deal?
- 18 A. My end of the deal was that I expected him to go an speak to Peter Brady
- 19 if he could, I wasn't quite sure, nobody was sure what way Peter Brady
- 14:17:12 20 would vote, Peter Brady was Lucan based. But my end of the deal with
- 21 Gerry Leahy, I had been working with Gerry Leahy before this, Gerry Leahy
- 22 had been assisting me in relocating some of the travellers from
- 23 Quarryvale.
- 24 Q. 47 You misunderstand me, Mr. O'callaghan. What I am asking you, is before
- 14:17:29 25 you would keep your end of the deal obviously Mr. Leahy had to do
- 26 something for you, isn't that right, it would follow?
- 27 A. No, it wasn't conditional on that. No, no.
- 28 Q. 48 But what I am asking you is, in your letter what did you tell Mr. Leahy
- 29 about the meeting that you had had with him as a result of which if he
- 14:17:49 30 delivered something you would keep your end of the deal?

14:17:52 1 A. I told Mr. Leahy that we would certainly consider using Gunne's office and  
2 in particular himself in the sales or letting of the residential element  
3 of Quarryvale.

4 Q. 49 And what was Mr. Leahy to do for that?

14:18:05 5 A. He was to speak to Peter Brady.

6 Q. 50 Right. Was he to try and seek to secure Mr. Brady's support?

7 A. Of course he was, but it wasn't conditional on that.

8 Q. 51 All right. In the proceedings that were issued at 20686, Mr. O'Callaghan,  
9 and in fact these may only be draft proceedings, I cannot say that they  
10 were issued, in the third page of that at 20688, under the heading  
11 "particulars" the following is stated.  
12  
13 "That agreement was made at a meeting attended by Mr. Leahy, the second  
14 named defendant -- that's yourself, Mr. O'Callaghan -- and one Frank  
14:18:46 15 Dunlop at Plaintiff's office at Lucan, County Dublin. This agreement was  
16 confirmed in writing by the second named defendant by letter of June 26,  
17 1992."  
18  
19 I think you agree a letter was written by you, isn't that right

14:18:58 20 A. Yes.

21 Q. 52 That's not a letter ever been produced by any of the parties to the  
22 Tribunal, isn't that right?

23 A. I thought it was actually.

24 Q. 53 Well, I will have that checked I don't believe so.

14:19:07 25 A. Yes, I did issue the letter, yes. That's right.

26 Q. 54 Did you issue the letter to Mr. Leahy?

27 A. Yes, indeed.

28 Q. 55 According to paragraph four of that document on 20687, the reference to  
29 the agreement is "By contract made orally on June 25, 1992 it was agreed  
14:19:25 30 between one Gerry Leahy, the managing director of the Plaintiff on behalf

14:19:28 1 of the Plaintiff and the second named defendant, acting either on his own  
2 behalf offer on behalf of the first named defendant, that in consideration  
3 of the Plaintiff, it's servants or agents using it's best endeavours to  
4 promote the location of shopping centre on land owned by the first named  
14:19:44 5 defendant at Quarryvale, County Dublin and to secure support for the  
6 zoning of that site as a shopping centre, the first named defendant or in  
7 the alternative, the second named defendant would grant to the Plaintiff  
8 the sole selling agency for the planned shopping centre."  
9

14:19:59 10 That's what was stated. Now, your position, Mr. O'Callaghan, is you don't  
11 agree with that, is that right, that it was a fixed agreement?

12 A. I do not agree with that and I don't think Gerry Leahy agrees with that  
13 from the evidence I have seen recently.

14 Q. 56 Yes. And I think Mr. Leahy says he does not go anywhere close to saying  
14:20:16 15 there was a fixed or concluded agreement between you, isn't that right?

16 A. Because that's what happened.

17 Q. 57 But he understood that he was to seek to secure the support of Peter Brady  
18 on your behalf, isn't that right?

19 A. Yes.

14:20:27 20 Q. 58 You agree with that?

21 A. I do but it was unconditional.

22 Q. 59 All right. If that was done and that support was obtained that you would  
23 consider him amongst others or Gunnes amongst others for the residential  
24 element of Quarryvale?

14:20:38 25 A. Even if that was not done I would consider him as the letting agent for  
26 Quarryvale on the residential element of it, because as I said he is  
27 probably in my opinion the best practice in that area, in west County  
28 Dublin on the residential basis.

29 Q. 60 In any event you agree that while there are differences between yourself  
14:20:58 30 and Mr. Gunne in effect, in relation to what actually happened in late

14:21:06 1 1994, correspondence passed between Mr. Dunlop, who was your agent and Mr.  
2 Leahy about what had been agreed at that meeting in June, isn't that  
3 right?  
4 A. Yes.

14:21:18 5 Q. 61 And subsequently proceedings were threatened if they weren't issued by  
6 solicitors acting on behalf of Gunne Estates, Thomas Montgomery in early  
7 1995 in relation to that alleged agreement, isn't that right?  
8 A. Yes.

14:21:36 9 Q. 62 What was being contended for by Gunnes in relation to those proceedings  
10 and what they had sought from Mr. Dunlop in the letter was a confirmation  
11 that Mr. Fintan Gunne's understanding was correct; namely that that was an  
12 actual agreement between Mr. Leahy and yourself that in return for Mr.  
13 Leahy providing or acquiring, getting Mr. Peter Brady's support you in  
14 turn would give him the job of selling the residential element of  
15 Quarryvale, is that fair?  
16 A. That's what Fintan Gunne was trying to claim. Yes.

14:22:04 17 Q. 63 That's what he was trying to claim. And in effect what that was,  
18 Mr. O'Callaghan, was an allegation that was being made by Mr. Gunne, that  
19 you had entered into an agreement with Mr. Leahy that if Mr. Leahy could  
14:22:21 20 deliver Mr. Peter Brady's vote certain matters would happen as a result of  
21 that, isn't that what Mr. Gunne was suggesting?  
22 A. He was alleging, that's correct.

23 Q. 64 That's what he was alleging.  
24 A. Yes.

14:22:30 25 Q. 65 All right. He was doing that I think in late November, November/December  
26 1994 and he took it up with his solicitors in early 1995, isn't that  
27 right?  
28 A. Yes.

29 Q. 66 Right. Now, I think ultimately it would be fair to say that the matter  
14:22:45 30 came to nothing, isn't that right?

- 14:22:47 1 A. Because there was nothing there.
- 2 Q. 67 And it didn't proceed, isn't that the position?
- 3 A. Absolutely it didn't proceed.
- 4 Q. 68 But the bank had been informed, isn't that right, of that matter by
- 14:22:56 5 Gunnes?
- 6 A. Because of the relationship between Fintan Gunne and Dave McGrath, yes.
- 7 Q. 69 When the bank were informed, Mr. O'Callaghan, by Fintan Gunne of the fact
- 8 that he was instituting proceedings in relation to this matter what did
- 9 the bank do in terms of contacting you about it?
- 14:23:13 10 A. I think they probably mentioned it to me, but it did go any further than
- 11 that, as far as I recall.
- 12 Q. 70 I beg your pardon. When the bank mentioned it to you in what context did
- 13 the bank raise it with you?
- 14 A. Just simply, I think and I can't recall this exactly, but I think what
- 14:23:29 15 happened was they would have asked me had I some dispute with Fintan
- 16 Gunne, I think that's as far as it would go.
- 17 Q. 71 I think you had an earlier dispute with Mr. Gunne's company in relation to
- 18 the fees on Cumberland House, isn't that right?
- 19 A. Cumberland House, yes.
- 14:23:45 20 Q. 72 This was a separate matter and it's in relation to a different agreement
- 21 and it involves Mr. Leahy making representations on your behalf to a
- 22 councillor, isn't that right?
- 23 A. Yes.
- 24 Q. 73 Yes. And it refers to the existence of correspondence which suggests that
- 14:24:03 25 you were going to keep your end of the deal, isn't that right?
- 26 A. Yes.
- 27 Q. 74 Right. Now, what concerns, if any, did the bank express to you about what
- 28 they had been told or what they understood about your arrangement with Mr.
- 29 Leahy?
- 14:24:11 30 A. I can't recall them having any great concerns really, it might have been

14:24:15 1 mentioned in passing but I don't recall anything else.

2 Q. 75 Did you ever discuss with Mr. Gilmartin what had transpired with Mr.

3 Leahy?

4 A. No.

14:24:24 5 Q. 76 Did you yourself ever bring up that matter with the bank?

6 A. Only if they asked me.

7 Q. 77 Now, I think in October of 1994, Mr. Gilmartin wrote to the bank at 11428

8 and he informed the bank that he had appointed Mr. Paul Sheeran who was a

9 former manager of Bank of Ireland branch to act on his behalf, isn't that

14:24:50 10 right?

11 A. Yes.

12 Q. 78 Now, the letter didn't go so far as to appoint Mr. Sheeran as an alternate

13 director, isn't that the position?

14 A. Yes.

14:25:00 15 Q. 79 But what Mr. Gilmartin told the bank is that he wanted Mr. Sheeran to act

16 as his agent and he wanted him to attend board meetings, isn't that right?

17 A. Yes.

18 Q. 80 Now, did you have any discussions with Mr. Gilmartin about this before

19 Mr. Gilmartin appointed Mr. Sheeran?

14:25:16 20 A. No.

21 Q. 81 Do you know what it was that led Mr. Gilmartin to take the step to appoint

22 Mr. Sheeran to act on his behalf by attending board meetings?

23 A. I assume it was because Tom Gilmartin wasn't able to turn up to the board

24 meetings, or did not turn up to the board meetings and he was asked on

14:25:34 25 numerous occasions to attend and it became quite embarrassing at the end,

26 so I presume he wanted a deputy or substitute.

27 Q. 82 In that letter he says that "Due to financial constraints and other family

28 pressures I found it difficult to attend board meeting and therefore I

29 find it necessary to appoint Mr. Sheeran to act on my behalf". Isn't

14:25:56 30 that right?

14:25:56 1 A. Well, that is true, yes. But in fairness, if it was financial  
2 difficulties that would have been looked after, that was mentioned to Tom  
3 Gilmartin on numerous occasions.

4 Q. 83 I think later various sums of money were paid, isn't that right?

14:26:06 5 A. That's right, yes.

6 Q. 84 I will come to deal with those. Mr. Sheeran, when he came to give  
7 evidence to the Tribunal told the Tribunal that he understood that matters  
8 of concern to Mr. Gilmartin that led to him being appointed to act on his  
9 behalf were concerns that Mr. Gilmartin had about payments that were being  
10 made to a company called Shefran, were you aware of Mr. Sheeran's  
11 evidence?

12 A. I can't recall, but yeah, I can't remember that.

13 Q. 85 Day 785 please page 32, question 135.  
14

14:26:52 15 Now, at question 134 Mr. Sheeran is asked "Was it your view that  
16 Mr. Gilmartin was incoherent and paranoid at this stage?  
17 Answer: No he was never paranoid in a sense of being paranoid, it would  
18 be an expression I would use, that I would use quite frequently about  
19 somebody that was unduly concerned about something, you know. And  
14:27:12 20 Mr. Gilmartin was very concerned about what was happening and that was  
21 really the connotation in which I meant it.  
22 Question: And what was his concern at this stage?  
23 Answer: Just that, he just thought that, he just had a view that AIB and  
24 Mr. O'Callaghan were combining against him and he was very unhappy with  
14:27:30 25 the way his funds were being used. Funds of Barkhill were being used to  
26 shall we say go through to the company called Shefran, payments made to  
27 Mr. Dunlop, he had a variety of concerns an infinite variety of concerns"  
28  
29 Were you aware, Mr. O'Callaghan, assuming for the moment that Mr. Sheeran  
14:27:48 30 is correct in what he has told the Tribunal, that at this point in time,

- 14:27:51 1 that is October 1994, Mr. Gilmartin had a variety of concerns, including  
2 the payments that had been made to Shefran?
- 3 A. Never discussed it with me. He obviously must have discussed with  
4 Mr. Sheeran, Tom Gilmartin never discussed those problems with me.
- 14:28:11 5 Q. 86 But you were at that time in contact with Mr. Gilmartin, isn't that right?
- 6 A. Yes, yeah.
- 7 Q. 87 If Mr. Gilmartin had expressed concerns such as that to you,  
8 Mr. O'Callaghan, would you have gone back to the bank and told them of  
9 Mr. Gilmartin's concerns?
- 14:28:26 10 A. I can't say, that's hypothetical, as many conversations I had with Tom  
11 Gilmartin he never never once mentioned these things. Tom was only  
12 prepared to mention his problems to Mary Basquille that's as far as they  
13 got. This is the first time they went to somebody else, Paul Sheeran.
- 14 Q. 88 But it's your position that you weren't aware at that time --
- 14:28:43 15 A. Not at all.
- 16 Q. 89 -- of these reasons. When Mr. Sheeran was appointed, did you raise in  
17 your conversations with Mr. Gilmartin why he had taken the step of  
18 appointing Mr. Sheeran?
- 19 A. No but we were delighted somebody was appointed because then we had a  
14:28:58 20 representative of Tom Gilmartin at the board meetings.
- 21 Q. 90 Yes. Did you ever ask Mr. Sheeran at the time why it was that Mr. Sheeran  
22 understood he had been appointed?
- 23 A. No but he gave us the impression at the board meeting that the reason he  
24 was appointed was because Tom couldn't turn up, no other reason.
- 14:29:18 25 Q. 91 At 11433, this is a note that you will have seen in the brief,  
26 Mr. O'Callaghan, of a telephone conversation between Mr. McGrath of Allied  
27 Irish Bank and Mr. Sheeran of the 5th October 1994. And it reads.  
28  
29 "Following receipt of Power of Attorney from Tom Gilmartin I rang Paul  
14:29:41 30 Sheeran. Mr. Sheeran advised me Tom Gilmartin is quite incoherent at the

- 14:29:44 1 moment and certainly has the view that everybody is against him."
- 2 A. That's for sure.
- 3 Q. 92 It would appear -- was that your impression also?
- 4 A. Oh yeah.
- 14:29:52 5 Q. 93 When I had asked you about whether or not Mr. Gilmartin had expressed any  
6 concerns or complaints to you at this time that is around the time of the  
7 appointment of Mr. Sheeran, Mr. O'Callaghan, I didn't understand you to  
8 tell the Tribunal that Mr. Gilmartin had ever expressed a view that  
9 everybody was against him?
- 14:30:08 10 A. Oh, yes, my conversations with Tom Gilmartin would have been about his  
11 problems with planning in Dublin and with people like the late Liam Lawlor  
12 etcetera, etcetera, that was the rambling he was going on about. He never  
13 discussed the real problems that we wanted to discuss about the  
14 development itself, Shefran was never even mentioned.
- 14:30:26 15 Q. 94 Is it the position then that looking at this note that you recollect,  
16 Mr. O'Callaghan, that Mr. Gilmartin did make complaints to you about the  
17 planning in Dublin and in particular about Mr. Lawlor?
- 18 A. As I have outlined to you on numerous occasions, that is the type of  
19 conversation Tom Gilmartin used to have with me, Mr. Lawlor and  
14:30:46 20 Mr. Redmond, they were the two people.
- 21 Q. 95 Did Mr. Gilmartin make generalised complaints about planning in Dublin?
- 22 A. Generalised yeah, but those two people in particular, there was a  
23 continuous ramble about them.
- 24 Q. 96 Were they complaints of corruption, Mr. O'Callaghan, or wrongdoing?
- 14:31:02 25 A. I suppose could you call it wrongdoing in the sense that he was forever  
26 convinced that the reason he didn't get the city council land in  
27 Quarryvale was because of those people, that was his big hobby and because  
28 he had to pay so much money for the local authority lands.
- 29 Q. 97 Was this a running theme with Mr. Gilmartin?
- 14:31:22 30 A. Yes.

- 14:31:23 1 Q. 98 Right. And does that mean then, Mr. O'Callaghan, that on a continual  
2 basis Mr. Gilmartin was complaining to you about wrongdoing involved in  
3 some way in the planning process which involved at a minimum Mr. Lawlor  
4 and Mr. Redmond?
- 14:31:37 5 A. He spoke about two people and that was the extent of it, two people we  
6 just mentioned, but the balance of the conversations that Tom would have  
7 with me, would be Tom boasting I'm afraid about the things he had done in  
8 his life, we never really stuck to the real facts I'm afraid.
- 14:31:58 9 Q. 99 In the course of any of those complaints that Mr. Gilmartin was making to  
10 you about Mr. Lawlor, did you ever disclose to Mr. Gilmartin that you in  
11 fact had made payments to Mr. Lawlor?
- 12 A. No.
- 13 Q. 100 And would you not have considered that that was something you should have  
14 informed your partner of in view of the fact that you were both partners  
14:32:14 15 in the same endeavour?
- 16 A. No, I don't think so, if I did even say that to him I think I'd probably  
17 still be talking to him on the telephone.
- 18 Q. 101 Right. The payments that you made to Mr. Lawlor were in respect of the  
19 assistance that Mr. Lawlor had at least given in relation to the stadium,  
14:32:28 20 isn't that right?
- 21 A. Yes.
- 22 Q. 102 And the stadium was something that you were discussing at this time with  
23 Mr. Gilmartin because you told him about your meeting with Mr. Ahern,  
24 isn't that right?
- 14:32:36 25 A. Yes, he would have been aware of that actually, yes, not that he had a  
26 great interest in it but he was aware of it.
- 27 Q. 103 Yes, in that context did it not occur to you to explain to Mr. Gilmartin  
28 the assistance that Mr. Lawlor had in fact provided and that you had in  
29 fact made payments to Mr. Lawlor?
- 14:32:52 30 A. It's possible I would have told him Mr. Lawlor assisted me, I can't

- 14:32:55 1 remember, it's quite possible that in a conversation I would have said  
2 that to him, yes.
- 3 Q. 104 But you didn't disclose that you had made payments to him?  
4 A. No, I did not. No, no.
- 14:33:03 5 Q. 105 How did you think, it was because you were afraid of the way Mr. Gilmartin  
6 would have reacted had you told him?  
7 A. In my opinion that wasn't his business really.
- 8 Q. 106 I see. In this document or note that is taken by Mr. McGrath, following  
9 the following is stated "It would appear that he is paranoid in this  
14:33:23 10 connection" that's a reference to Mr. Gilmartin. "Mr. Sheeran also  
11 suggested that Gilmartin has been making very strong allegations against  
12 the bank and the way the bank is favouring O'Callaghan. Mr. Sheeran  
13 advised me that he has been telling Gilmartin of the way banks operate and  
14 highlighting the fact that our main objective would be to effect repayment  
14:33:40 15 of our facility."  
16  
17 Then it goes on to talk about getting documentation to Mr. Sheeran and  
18 that Mr. Sheeran seems to be a solid person.
- 19 A. That's precisely, yes.
- 14:33:51 20 Q. 107 Now, just looking first of all at what Mr. McGrath has recorded  
21 Mr. Sheeran as telling him at that time, that appears to suggest that  
22 Mr. Gilmartin had complained to Mr. Sheeran about the way the bank was  
23 carrying on it's business, particularly insofar as it was favouring you,  
24 do you agree with that?
- 14:34:07 25 A. Yes, absolutely.
- 26 Q. 108 Was that something Mr. Gilmartin had said to you?  
27 A. No, no. Mr. Gilmartin made his complaints to Mary Basquille, nobody else.
- 28 Q. 109 I think at 11440, Mr. Deane sent a copy of the planning permission on 7th  
29 October 1994 to Mr. Gilmartin, isn't that right?  
14:34:27 30 A. Yes.

14:34:27 1 Q. 110 On the 11th October 1994 at 11449, Mr. O'Farrell of Allied Irish Bank met  
2 with Mr. Paul Sheeran at bank centre, isn't that right?

3 A. Yes.

4 Q. 111 And identified documentation that could be given to Mr. Sheeran, isn't  
14:34:48 5 that right?

6 A. Yes.

7 Q. 112 And he identifies certain documentation set out at, in the second part of  
8 that note, but in the first part of the note they discuss the background  
9 to the case in broad outline. Mr. Sheeran's only desire was identified as  
10 getting involved to try and help Tom Gilmartin and try and bring some  
11 degree of rationality into his behaviour. Tom as made some wild  
12 "acquisitions" is what is recorded but I suggest that should be  
13 accusations, and to enable Paul deal with these he sought clarification of  
14 the following, isn't that right?

14:35:04 15 A. Yes.

16 Q. 113 Now, so what Mr. O'Farrell records Mr. Sheeran as telling him is that  
17 Mr. Gilmartin was making what Mr. Sheeran describes as "wild accusations",  
18 isn't that right, he then looks for documentation in order to clarify  
19 those, isn't that right?

14:35:21 20 A. Yes.

21 Q. 114 An he says that "The clarification is sought on;  
22 1. On Riga's original involvement.  
23 2. What is the background to the shareholder's agreement.  
24 3. What was the level of zoning on Quarryvale when Riga became involved?  
14:35:37 25 And Mr. O'Farrell agrees to go back and revert on these points.  
26  
27 Then he goes on to say "From our discussions it is clear that Paul has no  
28 information other than that provided verbally by Tom Gilmartin.  
29 Accordingly we agreed it would be appropriate for him to get the following  
14:36:06 30 information: Copy of the shareholders agreement, copy planning

- 14:36:09 1 permission, minutes of recent board meetings, copy of accounts and  
2 schedule of expenses paid or funded". Isn't that right?
- 3 A. Yes.
- 4 Q. 115 Do you agree with me that it's likely, in front of the material that  
14:36:21 5 Mr. O'Farrell agreed give to Mr. Sheeran, at this meeting that one of the  
6 matter at issue was the question of the accounts and the monies that had  
7 been paid out?
- 8 A. Yes.
- 9 Q. 116 Right. And that in other words the schedule of expenses paid or funded  
14:36:38 10 would include all expenses paid or funded from the time that Riga had got  
11 involved with Barkhill?
- 12 A. Yes.
- 13 Q. 117 Right. Now, in the last paragraph the bank identified themselves as  
14 "being very frustrated with Tom Gilmartin's attitude and that they saw  
14:36:58 15 Mr. Sheeran's involvement as a step forward, particularly at a time when  
16 significant decisions will have to be made about the future of Barkhill".  
17 And does that agree with your own recollection of the bank's position in  
18 relation to Mr. Gilmartin that by this stage, October '94, they become  
19 frustrated with Mr. Gilmartin?
- 14:37:20 20 A. Yes of course I do, we all had. We had a difficult thing to do, we were  
21 in a very difficult situation, and we had a 40 per cent shareholder of the  
22 company going in a totally different -- wouldn't even talk to us, we  
23 couldn't get our hands on the man, all he could do was make complaints to  
24 Mary Basquille behind our backs.
- 14:37:37 25 Q. 118 Would you agree that if Mr. Gilmartin had confined himself to making his  
26 complaints to Mary Basquille by October of 1994, he had widened the net of  
27 his complaints because they included Mr. Sheeran?
- 28 A. Yes, we were delighted that there was somebody we could speak to,  
29 rationally.
- 14:37:53 30 Q. 119 And Mr. Sheeran had reiterated these matters to the bank, isn't that

14:37:57 1 right?

2 A. Yes.

3 Q. 120 Right. And I think on the 17th October, at 11461, Mr. O'Farrell told

4 Mr. Gilmartin about his meeting with Mr. Sheeran and that he regarded it

14:38:11 5 as a positive step forward and he pointed out that Mr. Sheeran wouldn't be

6 entitled to certain of the documentation and the final paragraph he says

7 "During a recent meeting with Mr. Sheeran he indicated that he wishes to

8 review a number of issues relating to the company on your behalf. To

9 facilitate this perhaps you would confirm that it is in order for to us

14:38:38 10 make available copies of any relevant documentation". He identified

11 shareholders agreement, audited accounts, minutes of board meetings, loan

12 details, planning permission he may require, isn't that right?

13 A. Yes.

14 Q. 121 I think you would agree with me that it follows from that that the bank

14:38:47 15 were seeking Mr. Gilmartin's permission to give the documentation to

16 Mr. Sheeran to deal with the matters Mr. Sheer hand identified, isn't that

17 right?

18 A. That's correct.

19 Q. 122 And that documentation would include all monies that had been paid out on

14:38:59 20 behalf of Barkhill, isn't that right?

21 A. Oh, yes.

22 Q. 123 So that Mr. Sheeran un, one of the objects of Mr. Sheeran's inquiry

23 related to satisfying himself about the matter Mr. Gilmartin was

24 complaining about and one of those related to the monies that had been

14:39:13 25 paid out?

26 A. Yes.

27 Q. 124 Would it follow from that then that you would have known at this stage,

28 Mr. O'Callaghan, if you hadn't known it before, that one of

29 Mr. Gilmartin's concerns related to the monies that had been paid out of

14:39:24 30 Riga or out of Barkhill?

- 14:39:26 1 A. Yes, that was one of his concerns, yes.
- 2 Q. 125 When you became aware of this, either through Mr. Sheeran or the bank, was  
3 that the first time it had been articulated to you that Mr. Gilmartin had  
4 a concern about the monies that had been paid out of Riga or Barkhill?
- 14:39:41 5 A. Yes, I think so, yes.
- 6 Q. 126 Right. And what step did you take when this, when you became aware of  
7 this?
- 8 A. We were all delighted we had a rational person in our presence that we  
9 could explain it in the presence of Mr. Sheeran, who in turn would have to  
10 pass it on to Tom Gilmartin who we seemed to spend our time nurse  
11 maid-ing.
- 12 Q. 127 Did you for example go back to your accountant, to Mr. Lucey in the first  
13 instance in Riga or to Ms. Cowhig and Barber & Co. to obtain information  
14 in relation to all of the payments that had been made on behalf of  
15 Barkhill?
- 14:40:17 16 A. No I did not. This information was with Mary Basquille to the best of my  
17 knowledge, she would have made sure Tom got it at this stage, in fact I  
18 think shed been keeping Tom up to speed prior to that as well.
- 19 Q. 128 Right. But you were satisfied from whatever source Mr. Gilmartin would  
14:40:31 20 have been provided with whatever information he needed in order to deal  
21 with his concerns, is that fair?
- 22 A. Absolutely, yes.
- 23 Q. 129 But for the first time, at this stage in late 1994, you become aware that  
24 one of Mr. Gilmartin's concerns relates to payments that have been made  
14:40:46 25 out of either Barkhill or out of Riga on behalf of Barkhill?
- 26 A. Yes.
- 27 Q. 130 That was articulated to you following the introduction of Mr. Sheeran.
- 28 A. Yes.
- 29 Q. 131 And is it fair to say then that you agree with Mr. Sheeran's evidence that  
14:41:01 30 one of the reasons or concerns expressed to Mr. Sheeran by Mr. Gilmartin

- 14:41:04 1 that led to Mr. Sheeran's introduction was a concern about the payments  
2 that had been made specifically to Shefran?
- 3 A. That was one of many problems Tom Gilmartin had.
- 4 Q. 132 But do you agree that was something that was brought to your attention,  
14:41:17 5 Mr. O'Callaghan, in or around this time, which is October/November 1994?
- 6 A. Yes, together with the other problems as well, yes.
- 7 Q. 133 And that therefore one of the matters that everybody's mind would have  
8 been directed to, albeit in passing, was this concern that Mr. Sheeran has  
9 told the Tribunal about, that Mr. Gilmartin had, which were payments that  
14:41:37 10 had been made to Shefran?
- 11 A. But that was just one of the many problems we had.
- 12 Q. 134 No --
- 13 A. Gilmartin had.
- 14 Q. 135 Yes, what I am asking but now, Mr. O'Callaghan, is when you became aware  
14:41:49 15 of the fact that one of the issues of concern to Mr. Gilmartin was the  
16 fact that payments had been made to Shefran and what I am asking you is  
17 was it around this time in October/November 1994 that you became aware of  
18 the fact that Mr. Gilmartin had a concern about the payments that had been  
19 made to Shefran?
- 14:42:10 20 A. Well, you see payments to Shefran didn't mean a lot to me, payments to  
21 Shefran as far as I was concerned were payments to Frank Dunlop. So it  
22 wouldn't have stood out in my mind as a serious problem, it was payments  
23 to Frank Dunlop probably were his concern.
- 24 Q. 136 Whether they were articulated -- whether you understood it as a payment to  
14:42:31 25 Mr. Dunlop or whether you were told it was a payment to Shefran, do you  
26 agree --
- 27 A. It was always the same.
- 28 Q. 137 To you it was all the same, is that fair?
- 29 A. Exactly.
- 14:42:39 30 Q. 138 Would it be fair to say if that was Mr. Gilmartin's concern that you agree

- 14:42:43 1 with Mr. Sheeran's evidence that one of the reasons why Mr. Sheeran was  
2 brought into the picture by Mr. Gilmartin at this time was a concern over  
3 the payments that had been made to Shefran?
- 4 A. No that was a minuscule reason. Many, many other reasons for Paul Sheeran  
14:42:56 5 coming in, the main one being that Tom Gilmartin was not able to attend  
6 meetings, had probably got a feeling that we were going to get the whole  
7 project off the ground and get it right, and that maybe it would come to  
8 fruition eventually and he wanted to make sure that he would stay  
9 involved. That was the main reason for Paul Sheeran becoming involved. I  
14:43:14 10 think at this stage Tom Gilmartin realised we might succeed.
- 11 Q. 139 Now, I think at this stage the matter of most concern to the bank was  
12 first of all to try and secure anchors for the Quarryvale development  
13 going forward and second of all to secure investor funding or investor  
14 interest, isn't that right?
- 14:43:29 15 A. That is absolutely correct and at this time for the first time Tom  
16 Gilmartin discovered that the ship probably wasn't going to sink and that  
17 we would probably succeed and he wanted to get involved again, he didn't  
18 want to run from it any more, he wanted to come back to it but he didn't  
19 have the courage to come back himself and he got Paul Sheeran a substitute  
14:43:50 20 in his place, we were delighted with that and that's the main reason why  
21 he asked Paul Sheeran to come into the situation.
- 22 Q. 140 Mr. Sheeran has, I think, told the Tribunal that his main concern why he  
23 became involved, or the two things that were upper most in his mind, one  
24 was to get some kind a remuneration for Mr. Gilmartin, that is some kind  
14:44:08 25 of funding because of Mr. Gilmartin's financial circumstances?
- 26 A. Yes, that's right, yes.
- 27 Q. 141 And the second matter was inquiries abouts Shefran?
- 28 A. That was the first time we were asked for the funding, Tom Gilmartin  
29 didn't even have the courage to ask us for that.
- 14:44:20 30 Q. 142 Yes. Do you agree with Mr. Sheeran when he says they were the two main

- 14:44:24 1 matters that he was concerned about?
- 2 A. Yes, I do.
- 3 Q. 143 Which was one to get funding for Mr. Gilmartin on a personal basis and two
- 4 to make inquiries about Shefran?
- 14:44:32 5 A. Sorry, no. The main reason he came on board as I outlined to you was that
- 6 Tom Gilmartin wanted back in there to make sure he would stay in on the
- 7 whole project because it looked as if it was getting offer the ground at
- 8 last. Paul Sheeran of course wanted to make sure that Tom Gilmartin was
- 9 looked after financially because Tom Gilmartin was too proud to even ask
- 14:44:53 10 us about this prior to this and make his case to us.
- 11 Q. 144 At this time, I think, Connell Wilson were still dealing with matters in
- 12 England on your behalf, isn't that right?
- 13 A. Yes they were, we still stuck with them, yes.
- 14 Q. 145 And at 11493, I think at a meeting on the 9th November 1994, a report was
- 14:45:17 15 given to the bank, including Mr. O'Farrell and Ms. Basquille and
- 16 Mr. Sheeran was also present, isn't that right?
- 17 A. Yes.
- 18 Q. 146 And I -- also in attendance was Mr. Frank Benson, isn't that the position?
- 19 A. Yes.
- 14:45:31 20 Q. 147 I think Mr. Benson had been brought in by the bank, isn't that right?
- 21 A. Yes.
- 22 Q. 148 They had a concern about having independent advise --
- 23 A. Yes.
- 24 Q. 149 -- given to them. And I think at this meeting, I think Mr. Deane, you are
- 14:45:43 25 not recorded as being at this meeting, isn't that right?
- 26 A. Correct, yes.
- 27 Q. 150 But Mr. Deane provided information in relation to anchors and investor
- 28 interests to the meeting and the preparation of a financial module for
- 29 circulation to potential investors, isn't that right?
- 14:45:58 30 A. Yes, yes.

- 14:45:58 1 Q. 151 Now, I think at 16351 on the 17th November, there was a second meeting  
2 with Mr. Deane only I think, and the bank and he provided a schedule of  
3 costs, potential costs to the bank and I think there was some discussion  
4 with that about the bank funding costs and the bank were surprised at the  
14:46:18 5 size of the costings that were provided, isn't that right?  
6 A. Yes.  
7 Q. 152 At 11506, a schedule of professional fees and shopping centre fees were  
8 set out, isn't that right?  
9 A. Yes.  
14:46:30 10 Q. 153 And then at 11507 the cost of acquiring the St. Patrick's land was  
11 identified as being just over a million pounds and the Council yard at, I  
12 think, a figure of 535,000, isn't that right?  
13 A. Yes, I think so.  
14 Q. 154 But I think in fact Mr. Deane at that meeting told the bank that that was  
14:46:53 15 only an estimated figure and in fact the figure I think ultimately was  
16 200,000, isn't that right?  
17 A. For the council yard.  
18 Q. 155 Isn't that right?  
19 A. Yes.  
14:47:02 20 Q. 156 I think you had originally hoped, Mr. O'Callaghan, you would be able to do  
21 a swap with the council in relation to that yard, isn't that right?  
22 A. That's correct.  
23 Q. 157 But ultimate three wasn't possible, although there was some small swapping  
24 of land between yourself and the council, isn't that right?  
14:47:17 25 A. Yes, there was, yes.  
26 Q. 158 But I think ultimately you agreed a fee of 200,000 pounds which was paid?  
27 A. I think that's correct.  
28 Q. 159 I think that in order to fund the acquisition of the council yard and the  
29 St. Patrick's land, which was needed for the interchange, isn't that  
14:47:31 30 right?

- 14:47:32 1 A. Vital for the interchange.
- 2 Q. 160 Subsequently the following year the bank agreed to advance 1.3 million to
- 3 fund that, isn't that right?
- 4 A. That's correct, yes.
- 14:47:44 5 Q. 161 But that was the next substantial advance that the bank made, it was only
- 6 for land acquisition?
- 7 A. That's correct.
- 8 Q. 162 I think in the meantime you had been funding out-of-pocket expenses of
- 9 Barkhill through Riga, isn't that right?
- 14:47:52 10 A. Yes, I think so, yes.
- 11 Q. 163 Now, I think at 16352, you had a meeting on the 24th November 1994 with
- 12 the bank, and again I think anchors are discussed at that meeting, but
- 13 also the question of funding and at that meeting at the very bottom of the
- 14 page, under the heading "funding" certain items were identified as being
- 14:48:17 15 due for payment, isn't that right?
- 16 A. That's correct.
- 17 Q. 164 Ambrose Kelly 75,000, Connell Wilson 25,000, Hamilton Osborne King 20,000,
- 18 fire certificate 10,000 and 20,000 contingency, that would bring you up to
- 19 the end of January 1995?
- 14:48:33 20 A. Yes.
- 21 Q. 165 Then there is a discussion about being able to use some of the proceeds of
- 22 Carlow, isn't that right?
- 23 A. Yes, yes.
- 24 Q. 166 I think you had agreed and indeed Mr. Deane subsequently told the bank
- 14:48:41 25 that you were prepared to use those proceeds to fund Barkhill, isn't that
- 26 the position?
- 27 A. Yes.
- 28 Q. 167 Provided the bank were flexible with you in relation to the proceeds of
- 29 Carlow, which they were expecting, isn't that right?
- 14:48:53 30 A. That's correct.

- 14:48:54 1 Q. 168 But I think that that indicates that the bank were not prepared to provide  
2 any further funding for costs, isn't that right?
- 3 A. Absolutely right.
- 4 Q. 169 And it remained again, a running theme between yourself and the bank, the  
14:49:05 5 funding for cost and the inability of Barkhill to meet any such expenses  
6 as they arose, isn't that right?
- 7 A. Yes.
- 8 Q. 170 Now, I think at 16354, again in December 1994 there was a meeting between  
9 Mr. Deane and the bank discussing again anchor interest and industrial  
14:49:28 10 land, isn't that right?
- 11 A. Yes.
- 12 Q. 171 Now, would you agree with me, Mr. O'Callaghan, just looking at the number  
13 of meetings that had taken place in November and December 1994, that the  
14 bank were getting increasingly concerned about the return on their  
14:49:44 15 investment?
- 16 A. Oh, yes.
- 17 Q. 172 And that it also seems to be the position that Mr. Sheeran was not present  
18 at a lot of the meetings that took place between yourself and the bank and  
19 Mr. Deane and the bank, would you agree with that?
- 14:49:59 20 A. Yes.
- 21 Q. 173 Would you agree with me also that it's likely and you agree I think that  
22 there is no correspondence indicating Mr. Sheeran was ever told about  
23 those meetings, isn't that right?
- 24 A. No correspondence, yes.
- 14:50:10 25 Q. 174 And that would seem to suggest and again correct me if I am wrong, that  
26 Mr. Sheeran would be told about board meetings, but as to face-to-face  
27 meetings between the bank at which you or Mr. Deane were updating the bank  
28 Mr. Sheeran wasn't in attendance?
- 29 A. No because he really didn't want to be, he wasn't being paid for this, you  
14:50:29 30 know.

- 14:50:30 1 Q. 175 No I mean there is no suggestion that Mr. Sheeran was being paid for any  
2 of this I think, isn't that right?
- 3 A. That's true, he didn't, he wanted to go to a few meetings as possible.
- 4 Q. 176 But do you agree with me that Mr. Sheeran does not appear to have been  
14:50:44 5 told about the meetings that took place that involved either Mr. Deane and  
6 yourself and the bank or Mr. Deane and the bank or yourself and the bank?
- 7 A. He could have been told I am not sure, the banks might well have told him,  
8 it's possible.
- 9 Q. 177 But insofar as you were concerned, Mr. O'Callaghan?
- 14:50:58 10 A. I didn't tell, no.
- 11 Q. 178 You never told him.
- 12 A. No the banks would have told him because they were in contact. He lived  
13 across the road from the bank, next door to the bank. He could have  
14 turned up quite easily to the bank to these meetings, but he had other, he  
14:51:10 15 had a life to live, he had other jobs to do.
- 16 Q. 179 Did you ever suggest that he should attend any of these meetings at which  
17 either the anchors or the funding were discussed?
- 18 A. No, but we would have liked him to be there, in fact I think I did suggest  
19 to him on at least one occasion, that he was a very practical man, I think  
14:51:26 20 we said to him on at least one occasion, we'd like him to be at more of  
21 the meetings and I think that's when I got the answer that he had a lot of  
22 other things to be doing.
- 23 Q. 180 You raised it with the bank the absence of Mr. Sheeran from these  
24 meetings?
- 14:51:37 25 A. I think I did, I asked himself if he could be present at more of them.
- 26 Q. 181 I any December 1994, Mr. O'Callaghan, a sum of 5,000 pounds, 11556, which  
27 is the last entry in the cheque payments book was paid, is recorded as  
28 being paid to Mr. Paul Sheeran, isn't that right, it's quite difficult to  
29 read it, the last entry Bank of Ireland Paul Sheeran?
- 14:52:05 30 A. Yeah.

- 14:52:06 1 Q. 182 5,000 pounds, if you go across the page to the end, the reference there is  
2 T Gilmartin, Quarryvale, isn't that right?
- 3 A. Yes.
- 4 Q. 183 Right. And I think that is debited at 11557 on the 23rd December 1994  
14:52:29 5 attributable to Mr. Paul Sheeran, isn't that right?
- 6 A. Yes.
- 7 Q. 184 Now, what were the circumstances, Mr. O'Callaghan, in which that payment  
8 came to be made?
- 9 A. I'm not quite sure, I presume it was a payment for Tom Gilmartin paid  
14:52:44 10 through Paul Sheeran.
- 11 Q. 185 That appears to be the position, yes.
- 12 A. Yes.
- 13 Q. 186 Yes. According to the documentation, did you have a meeting or a  
14 discussion with either Mr. Sheeran or Mr. Gilmartin at which you agreed  
14:52:56 15 make that payment?
- 16 A. I'd say that came through the bank, I would say.
- 17 Q. 187 The payment is a payment that's made through --
- 18 A. Sorry. The bank would have suggested it I would say.
- 19 Q. 188 Yeah. There is nothing not documentation to suggest that the bank  
14:53:07 20 suggested it?
- 21 A. Yeah but I think -- maybe Paul Sheeran rang me about it, the banks maybe  
22 told me to do it or told Johnnie to do it or asked us to do it.
- 23 Q. 189 Certainly it's something that Riga did, isn't that right, it was a payment  
24 made by Riga, isn't that the position?
- 14:53:23 25 A. Yes, more than likely, sorry, I am trying to think, more than likely Paul  
26 Sheeran would have asked to us do that.
- 27 Q. 190 Is it possible that Mr. Gilmartin asked you for the money?
- 28 A. No he wouldn't dare do that, no.
- 29 Q. 191 In any event, was that a personal loan to Mr. Gilmartin?
- 14:53:38 30 A. I think it was possibly, yes.

- 14:53:40 1 Q. 192 Right. Was that to tied him over his financial difficulties that he had  
2 at the time?
- 3 A. Possibly, it was, yes of course.
- 4 Q. 193 It would follow from that that someone had to tell you or discuss with the  
14:53:51 5 extent of Mr. Gilmartin's financial difficulties?
- 6 A. It wasn't himself because he wouldn't do it. It was obviously Paul  
7 Sheeran that did it.
- 8 Q. 194 Right. I think later the following year you made several smaller payments  
9 to Mrs. Vera Gilmartin, isn't that right?
- 14:54:05 10 A. Yes, that's right.
- 11 Q. 195 I think in January, of 1995 insofar as Mr. Dunlop was concerned, at 11577.
- 12 A. Could I just go back on one thing, you said smaller payments to Tom  
13 Gilmartin, I think the total figure was about 220,000 pounds over a period  
14 of time.
- 14:54:26 15 Q. 196 You misunderstand me, Mr. O'Callaghan, I am referring to the four payments  
16 of two and a half thousand pounds per month that were made in late '95?
- 17 A. Was it only four?
- 18 Q. 197 I think four or five of the sum of 2,500, I wasn't referring to the final  
19 settlement.
- 14:54:44 20 A. Okay, sorry, yeah.
- 21 Q. 198 At 11577, there is a reference to the 9th January 1995 to an agreement  
22 between Mr. Dunlop and yourself where 1,000 pounds per month for January,  
23 February, March and April and a new agreement as and from the 1st May is  
24 recorded, isn't that right?
- 14:55:00 25 A. Yes.
- 26 Q. 199 And that seems to be an arrangement that was made between yourself and  
27 Mr. Dunlop, isn't that right?
- 28 A. Yes.
- 29 Q. 200 Do you agree that that is an arrangement that in fact was made?
- 14:55:10 30 A. Oh, yes.

- 14:55:11 1 Q. 201 And in fact if you look at 11568, there is an invoice for 1,000 pounds,  
2 isn't that right?
- 3 A. Yes.
- 4 Q. 202 And I think if you look at 11594 there is a second invoice, isn't that  
14:55:29 5 right?
- 6 A. Yes.
- 7 Q. 203 And at 11630 and at 11700 and at 11731, isn't that right?
- 8 A. Yes.
- 9 Q. 204 Now, I think that if one moves to Mr. Dunlop's diary for the date he  
14:55:48 10 identifies as the 1st May at 11744, the following is recorded, at the top  
11 of the page please "Spoke to OOC re retainer, agreed to discuss again on  
12 1st June. Retainer will be increased and will be not less than 2,000  
13 pounds from that date" do you see that entry?
- 14 A. Yes.
- 14:56:14 15 Q. 205 I think if we look to see what happens after, on the 1st June at 11798,  
16 there is a reference on the 1st June at the very beginning of the 1st June  
17 it says "OOO retainer to be agreed from today, not less than 2,000" and at  
18 11831 an invoice for the 30th June 1995 in the sum of 2,000 pounds plus  
19 VAT is issued, isn't that right?
- 14:56:51 20 A. Yes.
- 21 Q. 206 I think from that date, which was June 1995 to September 1996, the amount  
22 of Mr. Dunlop's monthly invoice was 2,000 pounds plus VAT, isn't that  
23 right?
- 24 A. Yes.
- 14:57:06 25 Q. 207 Right. Now, do you agree, Mr. O'Callaghan, that Mr. Dunlop's diary  
26 records of the retainer agreement with you are accurate insofar as they  
27 are supported by the invoices subsequently issued by Mr. Dunlop?
- 28 A. They are accurate in that sense yeah, but they are not accurate on the  
29 overall figure that was agreed.
- 14:57:26 30 Q. 208 Yes, I am going to come to deal with that now in a moment,

14:57:29 1 Mr. O'Callaghan, but what I asked you is do you agree that the invoices  
2 that were issued after the note is made in Mr. Dunlop's diary accurately  
3 reflect what Mr. Dunlop has recorded?

4 A. Yes.

14:57:46 5 Q. 209 Right. And that in those three instances where Mr. Dunlop records an  
6 agreement as to money or a date at which it is to be discussed, either the  
7 invoice agrees with what Mr. Dunlop has recorded or the subsequent  
8 agreement as recorded by him is accurate?

9 A. Yes.

14:57:58 10 Q. 210 Isn't that right? And it would follow from that that certainly insofar as  
11 these three entries in Mr. Dunlop's diary are concerned, in 1995 you don't  
12 dispute that the retainers as invoiced by Mr. Dunlop reflect what Mr.  
13 Dunlop recorded in the diary, isn't that right?

14 A. Yes.

14:58:17 15 Q. 211 However, I think it's your position that Mr. Dunlop's records is not  
16 accurate, isn't that right?

17 A. Yes.

18 Q. 212 Right. Now, what have you to say about the inaccuracies?

19 A. What he has recorded in the diary at the time is accurate, is accurate  
14:58:31 20 because what actually happened was I think in September '93 we agreed a  
21 retainer per month at the time of 5,000 pounds per month to be paid to  
22 Frank Dunlop, this now was after the zoning and after the, all the  
23 activity in Quarryvale etcetera, for the use to maintain his office as our  
24 office in Dublin, the use of his office as our office in Dublin and his  
14:58:57 25 staff, telephones etcetera, etcetera, I agreed with him a retainer of  
26 5,000 pounds per month to be paid. But at that particular time we could  
27 not afford to pay him 5,000 pounds per month so, we told him, I agreed  
28 we's pay him as much as we possibly could and agreed a figure every so  
29 often, it was 1,000 pounds or maybe 2,000 for September, October,  
14:59:19 30 November, absolutely nothing for '94 and in '95 I think went to 2,000

- 14:59:24 1 pounds, I thought it went to two and a half thousand pounds after that  
2 before it eventually went to about 5,000 pounds, which is the correct  
3 figure some time in '96.
- 4 Q. 213 I think in fact, in fairness to yourself, Mr. O'Callaghan, at 11577, the  
14:59:39 5 first agreement in January 1995 refers to a sum of 1,000 pounds up to  
6 June, up to the 1st May, isn't that right?
- 7 A. In '95, yes.
- 8 Q. 214 Yes. And that in fact is the amount that was invoiced by Mr. Dunlop for  
9 that period, isn't that right?
- 14:59:57 10 A. Yes.
- 11 Q. 215 Right. I think he refers to the 1st May as being the date on which there  
12 will be a review, isn't that right, of the retainer?
- 13 A. Yes.
- 14 Q. 216 And at 11744, he records an agreement, isn't that right, to discuss again  
15:00:15 15 on the 1st June?
- 16 A. Yes.
- 17 Q. 217 And on the 1st June, I think, his diary records at 11798, that the  
18 retainer is to be not less than 2,000 pounds, isn't that right?
- 19 A. Yeah.
- 15:00:30 20 Q. 218 And I think from that date at 11831, the retainer is increased by 2,000,  
21 to 2,000 pounds, isn't that right?
- 22 A. Yes.
- 23 Q. 219 Right. What I am putting to you, or I suppose two things really,  
24 Mr. O'Callaghan, recollect one is that the invoices again rated generated  
15:00:51 25 by Mr. Dunlop in 1995 and paid by you reflect the agreement recorded by  
26 Mr. Dunlop in his diary, isn't that right?
- 27 A. Yes.
- 28 Q. 220 Secondly Mr. Dunlop is apparently accurate in what he records in his diary  
29 insofar as these retainers are concerned, isn't that right.
- 15:01:08 30 A. Yes.

- 15:01:08 1 Q. 221 Thirdly, I suppose the third thing I am putting to you is that Mr. Dunlop  
2 had a habit of recording financial arrangements in his diary, isn't that  
3 right?
- 4 A. Yes.
- 15:01:17 5 Q. 222 Some of which he left clear for anyone to read such as these retainer  
6 agreements, isn't that right?
- 7 A. Yes.
- 8 Q. 223 Some of which he obliterated in an attempt to prevent the Tribunal looking  
9 at them, but which also involved you, isn't that right?
- 15:01:32 10 A. Yes.
- 11 Q. 224 Now, you remember I assume the agreement with Mr. Dunlop that was made on  
12 9th January '95 and discussed again May '95 and again on the 1st June '95,  
13 isn't that right, Mr. O'Callaghan?
- 14 A. Yes.
- 15:01:45 15 Q. 225 But you don't recollect what it was that was discussed between yourself  
16 and Mr. Dunlop that's obliterated by Mr. Dunlop, I think we have discussed  
17 that previously, isn't that right?
- 18 A. Yes. I can remember what was written in his diary of course because you  
19 have just said it's not obliterated, it's there to be seen.
- 15:02:09 20 Q. 226 But you -- do you also I think must agree that there is no reference in  
21 Mr. Dunlop's diary to the separate agreement of 5,000 pounds that you had  
22 referred to?
- 23 A. That was agreed in September '93 but I don't see it written down anywhere.
- 24 Q. 227 Is that the position, you yourself didn't record it, isn't that right?
- 15:02:26 25 A. No. I remember it well, it's not recorded. I think you'll find a date  
26 there, I think it's maybe '96 when we actually got to the 5,000 pounds.
- 27 Q. 228 I think we will come to that date, but the point I suppose I am making to  
28 you here in relation to these entries in Mr. Dunlop's diary, is that the  
29 entry made by Mr. Dunlop which records his financial transaction with you,  
15:02:46 30 Mr. O'Callaghan, appears to be accurate insofar as the invoices

- 15:02:50 1 subsequently issued by Mr. Dunlop reflect what is in the diary, isn't that  
2 correct?
- 3 A. That's correct, yes.
- 4 Q. 229 There is one exception to that which I should in fairness have put to you  
15:02:59 5 for completeness, which is March I think of 1995, which is an invoice for  
6 expenses that, yes at 11665. This invoice is dated 21st March 1995, the  
7 first item refers to sponsorship of Lucan St. Patrick's day parade via  
8 Peter Brady in the sum of 250 pounds. The second item is 50 per cent of  
9 lunch costs at the Red Cow Inn and incorporated Law Society and then the  
15:03:38 10 third was to a reprint of 12 Chilton & O'Connor stadium reports, isn't  
11 that right?
- 12 A. Yes.
- 13 Q. 230 And I think that together with 11666 which is an invoice for 2,000 plus  
14 VAT were paid together in the one amount at 11667, in September I think of  
15:04:00 15 1995. Now other than that I think -- other than that expenses invoice I  
16 think the position is that all the other invoices reflect what Mr. Dunlop  
17 records as having been agreed between you, would you agree with that?
- 18 A. Yes.
- 19 Q. 231 Just on the issue of agreement of documents, Mr. O'Callaghan, there was  
15:04:23 20 one matter and I think Mr. Lucey your counsel, has confirmed that you are  
21 in agreement with the level of fees that were paid to Mr. Ambrose Kelly,  
22 isn't that right?
- 23 A. Yes.
- 24 Q. 232 You have seen the documentation at 23627, and this records the level of  
15:04:41 25 fees that were paid to the Ambrose Kelly group from either Barkhill or for  
26 Barkhill which were subsequently repaid but not all by Riga, isn't that  
27 right?
- 28 A. Yes, sorry some repaid by Barkhill.
- 29 Q. 233 By Barkhill, yes my mistake. I think attached to those documents are a  
15:05:02 30 breakdown on a yearly basis of the fees, isn't that right?

15:05:06 1 A. Yes.

2 Q. 234 I think you have considered that documentation with your legal team and  
3 you are satisfied that this accurately represents the monies that were  
4 paid to Mr. Ambrose Kelly's company, Ambrose Kelly group, isn't that  
15:05:18 5 right?

6 A. From '91 to '96, is that correct, yes.

7 Q. 235 I think within that are a series of payments at 23630, the first two items  
8 of which I think we have already looked at which were payments in 1992,  
9 the first of which was where Mr. Kelly I think owed money to a friend and  
15:05:39 10 the second related to accommodation and a car, isn't that right?

11 A. Yes.

12 Q. 236 I think there was a later sum involving the Horse Show House that you have  
13 already dealt with as well, isn't that right, at 23634 and I think it is  
14 the fourth entry on that page.

15:06:00 15 A. Yes.

16 Q. 237 Isn't that right?

17 A. Yes.

18 Q. 238 But you agree in any event with the contents of all of those pages, isn't  
19 that right, Mr. O'Callaghan?

15:06:11 20 A. Yes I do, yes.

21 Q. 239 Now, I think that by May of 1995, you had progressed matters insofar as  
22 anchors were concerned, but you had not yet found a confirmed  
23 institutional investor, isn't that right?

24 A. Yes.

15:06:34 25 Q. 240 Right. You were however at what the documents appear to suggest, was an  
26 advanced state of negotiation with Hammersons, isn't that right?

27 A. Yes we were, yes.

28 Q. 241 It would be fair to say that at this stage, that is mid 1995, Hammersons  
29 seemed to be the party that was most likely to invest in Quarryvale,  
15:06:53 30 although you had a number of other people who were interested but not to

- 15:06:56 1 the same degree?
- 2 A. Yes, yes.
- 3 Q. 242 At the same time you were progressing the question of the anchors because
- 4 both developments were contingent on each other, isn't that right, you
- 15:07:07 5 were much more likely to get institutional investors when you were sure of
- 6 your anchors, isn't that right?
- 7 A. Oh, yes.
- 8 Q. 243 And in fact institutional investment would require confirmation of the
- 9 anchors being interested?
- 15:07:20 10 A. Absolutely.
- 11 Q. 244 Your preferred option because it would bring in other anchors was Marks &
- 12 Spencers, isn't that right?
- 13 A. It would give us a better yield.
- 14 Q. 245 I beg your pardon?
- 15:07:28 15 A. It would give us a better yield.
- 16 Q. 246 Marks & Spencers would bring in I think with them, sorry, certain other
- 17 anchors would come in behind Marks & Spencers, isn't that right?
- 18 A. That's correct, yes.
- 19 Q. 247 Now, I think that at 11748 which is a file note from Mr. Leo Fleming to
- 15:07:50 20 Allied Irish Banks in which Mr. Fleming concern confirms all queries to
- 21 October 1993 accounts have now been resolved and in the last part of the
- 22 document it records "Leo's recent letter setting matters in train for an
- 23 up-to-date audit was the result of a number of calls from Tom Gilmartin
- 24 seeking up to date numbers". Would you agree with me that that would mean
- 15:08:16 25 that Mr. Gilmartin, in May of 1995, was seeking information in relation to
- 26 the figures from Deloitte & Touche?
- 27 A. Yes.
- 28 Q. 248 I think at 11750, there was a meeting between Mr. Deane, which has been
- 29 dealt within evidence by Mr. Deane, and Mr. O'Farrell in which effectively
- 15:08:35 30 there is a detailed review of the situation in relation to anchors and

15:08:40 1 institutional investors, isn't that right?

2 A. Yes.

3 Q. 249 And I think one of the matters that had come up at that stage was the

4 necessity in May of 1995 to pay for the County Council land and to pay for

15:08:54 5 the St. Patrick's trust land, isn't that right?

6 A. Yes.

7 Q. 250 While the bank refused to advance any more money they did bring an

8 application forward in relation to advancing you the money to pay for the

9 council land and St. Patrick's land, isn't that right?

15:09:12 10 A. Yes.

11 Q. 251 At 11754, there was an application or mark up to the Group Credit

12 Committee of the Allied Irish Bank on 16th May 1995, and what was sought

13 was a figure of 1.3 million, bringing the net exposure of the bank to

14 12.818 million, isn't that right?

15:09:28 15 A. Yes.

16 Q. 252 You will see that under the heading sought, isn't that right?

17 A. I am looking at the -- I have it, yes. Okay.

18 Q. 253 Now that was, at 11755, sanctioned by Group Credit Committee on the 17th

19 May 1995, if you look at the very bottom corner.

15:09:45 20 A. Yes.

21 Q. 254 And at the very top of that page the purpose of the loan was to fund site

22 acquisition, professional fees and interest roll up, isn't that right?

23 A. Yes.

24 Q. 255 And I think in the mark up that went with that document under the heading

15:09:59 25 proposal at 11758, the bank records their position under the heading

26 proposal as follows "Since the middle of last year we have refused to

27 consider the provision of any additional finance pending tangible progress

28 in relation to funding and anchor tenants. To facilitate payments of

29 professional fees we advanced 400,000 to Riga, see separate application to

15:10:22 30 enable them fund same.

15:10:25 1 We have now been requested to fund purchase of two additional sites, the  
2 first site comprises 7 acres on the opposite side of the Dublin Galway  
3 Road to the main site. It's owned by St. Patrick's trust and will cost 1  
4 million pounds. The site was required to satisfy the planners regarding  
15:10:43 5 access to the main site. It will facilitate an interchange and has been  
6 incorporated into the planning permission as an integral part of the  
7 overall development. As the planning process emerged, we were aware that  
8 this land would be required, however, as mentioned above we were not in a  
9 position to consider any such request until now. Consequently the  
15:11:03 10 contract has not yet been signed but it is not considered prudent or  
11 feasible to delay this any longer.

12  
13 A deposit of 50,000 will be required immediately with the remainder due in  
14 September. The only other element of the Quarryvale site not yet in  
15:11:19 15 Barkhill's possession is the one acre council yard which it had been hoped  
16 would be acquired with no cost on the basis that of an exchange of land.  
17 The council has now decided against this type of an arrangement and a  
18 purchase price of 200,000 pounds was then agreed." Isn't that right?

19 A. That's correct.

15:11:22 20 Q. 256 So what the bank were refusing to fund any out-of-pocket expenses from the  
21 middle of the previous year, which was the middle of 1994 but they were  
22 now prepared to consider land acquisition, isn't that right?

23 A. Yes because that land was essential to proceed with the development.

24 Q. 257 It was --

15:11:41 25 A. St. Patrick's.

26 Q. 258 It was going to provide the interchange, isn't that right, which would  
27 effectively provide access into the Quarryvale development or the retail  
28 centre, isn't that the position?

29 A. That's correct.

15:11:50 30 Q. 259 Now under the heading "management" on the following page, at 11759, the

15:11:58 1 bank referred to yourself and Mr. Deane as representing an excellent  
2 balance and they are both good operators in their own area and your  
3 commitment to Barkhill has been extremely significant and they rely  
4 extensively on Ambrose Kelly and Hamilton Osborne King. They then deal  
15:12:17 5 with the structure.

6  
7 "AIB also hold the balance of power in the company. Relationships between  
8 Tom Gilmartin and Riga has historically been strained while this remains  
9 the case, the situation has improved with the recent positive development  
15:12:31 10 in relation to the overall situation, in addition Tom Gilmartin has  
11 appointed Paul Sheeran to represent him at meetings which we regard as  
12 positive. Board meeting are held regularly where B Pitcher representing  
13 AIB attend. O'Callaghan and Deane remain project managers and the main  
14 drivers of the project."

15:12:51 15  
16 Isn't that right? And were they positive developments being referred to  
17 there the interest expressed by Hammersons in relation to the deal?

18 A. Yes.

19 Q. 260 And at that stage and this is May of 1995, I think it was your belief in  
15:13:04 20 and of the bank that Hammersons would investigate, isn't that right?

21 A. We thought they would, yes.

22 Q. 261 Can I ask you who did the negotiations in relation to the Hammersons deal?

23 A. Richard Forman introduced them and John Deane did the negotiations.

24 Q. 262 Yes. Did Mr. Sheeran attend any of the negotiations on behalf of  
15:13:16 25 Mr. Gilmartin?

26 A. No.

27 Q. 263 Did anybody from the bank attend any negotiations?

28 A. No.

29 Q. 264 Right. Is that a matter that would have been carried out by Riga as the  
15:13:25 30 project manager?

1 A. Carried out by us strictly, yes.

2 Q. 265 At 11764, I think the bank issued a letter of offer to the directors of  
3 Barkhill for the advancement of those monies, isn't that right?

4 A. Yes.

15:13:38 5 Q. 266 And that was I think agreed at 11769, and signed on the 23rd May 1995, and  
6 it's signed by Mr. Gilmartin, by Mr. Pitcher and by yourself, isn't that  
7 right?

8 A. Yes.

9 Q. 267 It's accepted by yourself and Mr. Deane on behalf of Riga, is that the  
10 position?

11 A. Yes.

12 Q. 268 Now, I think there was a meeting of the 23rd, isn't that right, of May of  
13 1995, isn't that right? A meeting at the bank involving Mr. Gilmartin,  
14 Mr. Sheeran, yourself Mr. Deane and representatives of the bank, isn't  
15 that right?

16 A. May '95, yes.

17 Q. 269 I think prior to that, at 11786, a sum of 500 pounds was advanced to  
18 Mr. Gilmartin through the bank, the money was, I think, sent to Allied  
19 Irish Bank in Watford at 11788?

15:14:32 20 A. Yes.

21 Q. 270 And was that money being sent to Mr. Gilmartin to enable him to attend the  
22 meeting?

23 A. Looks like that, yes.

24 Q. 271 And would it be fair to say that it would have been necessary to have  
15:14:42 25 Mr. Gilmartin's signature on the letter of offer from the bank?

26 A. Yes.

27 Q. 272 I think we had seen previously, Mr. O'Callaghan, where the bank had  
28 indicated to Mr. Gilmartin that because of his complaints and the  
29 allegations he was making, they would not be happy to deal with matters  
15:15:00 30 unless he was in agreement to them, isn't that right?

- 15:15:02 1 A. Yes.
- 2 Q. 273 Right. Here a sum of 500 pounds is being advanced for -- by the bank to
- 3 Mr. Gilmartin presumably with your agreement, Mr. O'Callaghan?
- 4 A. I didn't know about it.
- 15:15:14 5 Q. 274 You didn't know about it. In order that Mr. Gilmartin can attend the
- 6 meeting, isn't that right?
- 7 A. Yes.
- 8 Q. 275 One of the purposes of the meeting of the 23rd May was to deal with the
- 9 acceptance of the offer from the bank, isn't that right?
- 15:15:26 10 A. Yes.
- 11 Q. 276 Now, the effect of accepting the offer from the bank was to increase
- 12 Barkhill's liability to the bank, isn't that right?
- 13 A. Oh, yes.
- 14 Q. 277 And therefore in any development --
- 15:15:37 15 A. Sorry.
- 16 Q. 278 Isn't that right?
- 17 A. Sorry, yes, that's correct.
- 18 Q. 279 The effect of that on any investor such as either yourself or
- 19 Mr. Gilmartin is it was increasing the money that would have to be paid to
- 15:15:47 20 the bank before either you or Mr. Gilmartin could get out your money,
- 21 isn't that right?
- 22 A. Exactly, that is why the bank wanted Tom Gilmartin's name on that, that's
- 23 the real reason they wanted his name on it, not because of any complaints.
- 24 Q. 280 Yes. Do you agree that it was as a result of an introduction to Mr.
- 15:16:03 25 Forman through Connell Wilson that the Hammerson deal came about?
- 26 A. Yes, I do.
- 27 Q. 281 And that if Mr. Gilmartin was of the belief that it was as a result of an
- 28 approach to him through Connell Wilson that he was of assistance in
- 29 getting the Hammerson deal brought to the table as it were?
- 15:16:22 30 A. He would feel that, he did feel that way.

- 15:16:24 1 Q. 282 Yes, in fact however it was something that was done by Mr. Forman, isn't  
2 that right of Connell Wilson?
- 3 A. Yes, his agent, yes.
- 4 Q. 283 Yes. But I think it is fair to say that it was through Mr. Gilmartin that  
15:16:37 5 Connell Wilson became involved initially, isn't that right?
- 6 A. Oh, yes.
- 7 Q. 284 Okay. Now, at 11791 on the 23rd March, 23rd May I beg your pardon, there  
8 was a board meeting, isn't that right?
- 9 A. Yes.
- 15:16:58 10 Q. 285 Now, I think at 11794, this appears to be a copy of the minutes of the  
11 board meeting of the 24th May 1995, isn't that right?
- 12 A. Yes.
- 13 Q. 286 Now, the meeting was originally meant to have happened and is recorded as  
14 having happened on the 23rd May 1995, do you agree there was only one  
15:17:23 15 meeting, Mr. O'Callaghan?
- 16 A. Yes.
- 17 Q. 287 Right. And this is the record of the formal board, minutes of the board  
18 meeting as signed by you at 11796?
- 19 A. Yes.
- 15:17:39 20 Q. 288 And in that the previous minutes are signed, then certain matters to do  
21 with site matters and planning permission are dealt with and then there is  
22 reference to do with interest in the scheme. And in that under the  
23 heading "retail anchors" Mr. Deane is recorded as saying to the meeting  
24 that "the strength of interest from anchors and unit tenants was due to  
15:18:03 25 the quality the site, he indicated to the meeting that Marks & Spencers  
26 had been brought on board by Tom Gilmartin long before any involvement by  
27 O'Callaghan Properties in the land".
- 28 A. Sorry, could I see that please?
- 29 Q. 289 The third -- I beg your pardon, could I have the bottom of 11794 please,  
15:18:18 30 under the heading "interest in the scheme". You see retail anchors?

15:18:22 1 A. Yes.

2 Q. 290 If that can be increased Mr. Deane is recorded as telling the meeting "He

3 indicated to the meeting that Marks & Spencers has been brought on board

4 by Tom Gilmartin long before any involvement by O'Callaghan Properties in

15:18:38 5 the land and O'Callaghan Properties were merely bringing forward this

6 interest to conclusion. The interest of C&A was noted and the heads of

7 terms were discussed in detail. Owen O'Callaghan brought the meeting up

8 to date on the position of his discussions with Quinnsworth the other

9 anchor interested in the scheme was noted. The board then reviewed the

15:18:56 10 letter from Aidan O'Hogan to Andrew Wadsworth of the 12th May and noted

11 the interest of all the retailers expressed in that letter and then

12 resolved:

13 A. That in the event of an offer from Marks & Spencers in the sum of 7.5

14 million the offer would be accepted. That the offer made by C&A as

15:19:11 15 presented would be accepted. Then 100,000 pound per square foot from

16 Quinnsworth be accepted but on a certain basis." Isn't that right?

17 A. Yes.

18 Q. 291 Now, and that's recorded at the minutes of the meeting and then it deals

19 with the retail park and under the heading "investor interest" John Deane

15:19:31 20 "reports to the board by way of background that approximately 12 months

21 ago Tom Gilmartin had indicated to him that Connell Wilson and in

22 particular Richard Forman of that firm, would be in a position he felt to

23 provide an investor to fund the Quarryvale development. Following initial

24 meetings with Richard Forman it was agreed that Connell Wilson would

15:19:48 25 approach certain designated institutions.

26

27 Ultimately as a result of their efforts, negotiations commenced in earnest

28 with Hammerson resulting in the offer before the board. Various queries

29 were raised in connection with the offer and these queries were responded

15:20:02 30 to. It was resolved that the offer from Hammerson in the terms set out in

15:20:06 1 the letter would be accepted and every effort should be made to progress  
2 the documentation at the earliest possible date."  
3

4 And at one from 796, under the heading "finance" the various amounts  
15:20:14 5 referred to on the list attached to the board papers were noted as having  
6 been paid by Riga on behalf of Barkhill and under the letter of offer, it  
7 was discussed and accepted on behalf of the company, isn't that right?

8 A. Yes.

9 Q. 292 Now, that meeting, minutes of that meeting was signed by yourself,  
15:20:29 10 Mr. O'Callaghan, and attached to that at 11797 was a list of Quarryvale  
11 expenses which had been paid by Riga on behalf of Barkhill, isn't that  
12 right?

13 A. Yes.

14 Q. 293 They come to 392,000 pounds, some of them relate to payments to Mr. Kelly  
15:20:46 15 and to Mr. Dunlop, isn't that right?

16 A. Yes.

17 Q. 294 It would seem from the minutes of that meeting as recorded and as signed  
18 by you as Chairman that of the matters that were discussed certainly  
19 Mr. Deane appears to have accepted that the introduction of Marks &  
15:21:03 20 Spencers was attributable in some way to Mr. Gilmartin and the  
21 introduction of Hammersons was attributable to Connell Wilson, is that  
22 fair?

23 A. Marks & Spencers were introduced to Quarryvale through their architects  
24 Taggarts in Belfast. Marks & Spencers decided they would have a look at  
15:21:23 25 Dublin in the early 90s and came down and flew over the site actually,  
26 flew over Dublin and saw this M50 being constructed and typical Marks &  
27 Spencers they selected the site off the M50 motorway, an ideal motorway  
28 location, which is what they had in quite a few places in the UK. They  
29 went back to Belfast and suggested to Taggarts they would like to get  
15:21:47 30 involved in the site. At the time Taggart was doing some work for Tom

- 15:21:50 1 Gilmartin or something in the north of Ireland, Taggarts told Tom and Tom  
2 came down and located the site, that's how the site was found.
- 3 Q. 295 You misunderstand me, Mr. O'Callaghan, what I had asked you was whether or  
4 not you agreed that at page 11794 Mr. Deane is attributing to  
15:22:06 5 Mr. Gilmartin, under the heading of "retail anchors" in the document, that  
6 it was Mr. Gilmartin who had brought Marks & Spencers on board, and that  
7 that is what the minutes of the meeting as signed off by yourself record?  
8 A. That's what he has said there. Through Taggarts and through architects  
9 and through Tom Gilmartin, Marks & Spencers found Quarryvale. Bringing  
10:22:32 10 them on board, the deal was done by ourselves actually, we brought Marks &  
11 Spencers on board.
- 12 Q. 296 Do you disagree with what's recorded?  
13 A. Yes, I do.
- 14 Q. 297 Why did you sign it then if you disagreed with it?  
15:22:40 15 A. Because we left it as it was there because it was something that Tom  
16 Gilmartin was boasting about and Richard Forman and we didn't want to  
17 change it, we left it alone, simple as that.
- 18 Q. 298 This doesn't appear to refer in anyway to Richard Forman, with respect to  
19 you, Mr. O'Callaghan, that refers to the institutional investors which is  
15:22:56 20 dealt with under the heading "investor interest" on the following page,  
21 isn't that right?  
22 A. Richard Forman was also involved according to Tom with Tom Gilmartin in  
23 Marks & Spencers not just the investors, that was a secondary part of it.  
24 Marks & Spencers came on board in Quarryvale, the final detail because  
15:23:13 25 they had been involved with us in Cork at the very same time actually.
- 26 Q. 299 Is it your position then, Mr. O'Callaghan, that Mr. Deane in the  
27 information he provided to the board meeting which is recorded in this  
28 minute at the meeting of the 24th May 1995 that Mr. Deane is wrong?  
29 A. It's not completely accurate is probably a better way to put it.
- 15:23:31 30 Q. 300 Notwithstanding it's inaccuracies, is it fair to say you were happy to

- 15:23:35 1 sign it as being an accurate note of the meeting?
- 2 A. Yes for the reasons I gave you, yes.
- 3 Q. 301 Yes, were doing so if I understand your you correctly in you evidence to
- 4 the Tribunal, in order to keep Mr. Gilmartin happy, isn't that right?
- 15:23:45 5 A. Absolutely, correct.
- 6 Q. 302 Now, also at that meeting or following Mr. Pitcher leaving the meeting,
- 7 Mr. Gilmartin is recorded in the bank documentation at 11793, under the
- 8 heading "other issues raised", he raises a query about changing his
- 9 shareholding from the personal name of himself to the Gilmartin Trust and
- 10 then goes on to record "before there was an opportunity discuss this he
- 11 went off on a tangent about various points about which he feels he has
- 12 wronged in the past as follows." Do you remember this event,
- 13 Mr. O'Callaghan?
- 14 A. Yes.
- 15:24:23 15 Q. 303 Now, do you agree first of all with the items that are identified by
- 16 Allied Irish Bank as having been complained about by Mr. Gilmartin as
- 17 being 1; the leaking of information in relation to his bankruptcy hearing?
- 18 A. Yes.
- 19 Q. 304 The company's difficulty in getting the Quarryvale site rezoned which he
- 15:24:40 20 feels he could have avoided, did he raise that?
- 21 A. Sorry, yes, he did, yes.
- 22 Q. 305 Did he raise the fact that he has no say in relation to Barkhill's
- 23 business although a large amount of his cash is tied up in the company?
- 24 A. He said that I think, yeah.
- 15:24:53 25 Q. 306 Did he identify different rates of interest payable on shareholder loans
- 26 to Gilmartins and to Riga?
- 27 A. I don't remember that.
- 28 Q. 307 Right. Did he identify the fact that Mr. Deane acting in the Hammerson
- 29 deal with ensure that Riga get more out of Barkhill than Tom Gilmartin?
- 15:25:07 30 A. He said that, yes.

15:25:09 1 Q. 308 Then the next matter is what happens afterwards eventually he became  
2 completely irrational?  
3 A. Sorry, yes.  
4 Q. 309 And was unwilling to allow anyone respond to the allegations made. Do you  
15:25:19 5 agree that that happened?  
6 A. Yeah, I agree with that.  
7 Q. 310 Then it goes on to record "at that point Paul Sheeran intervened and  
8 indicated his view that Tom's outburst was a result of his poor financial  
9 circumstances for some time now, which will only be improved when he is in  
10 a position to get some of his investment from Barkhill. He requested that  
11 John Deane and Owen O'Callaghan seriously consider whether they may be  
12 able to finance some expenses for Tom until such time as cash starts to  
13 flow from the Barkhill deal. The meeting concluded at this point."  
14  
15:25:52 15 Do you agree that happened?  
16 A. Yes.  
17 Q. 311 Okay. Would it be fair to say that that was an outburst by Mr. Gilmartin  
18 as to the matters that he considered to be wrong or in matters that he  
19 considered he had been wronged, isn't that right?  
15:26:02 20 A. Yes.  
21 Q. 312 One of the first matter abouts which he complained was the leaking of  
22 detail abouts his bankruptcy affairs in England, isn't that right?  
23 A. Yes.  
24 Q. 313 Right. He also complained about the difficulty in getting the matter  
15:26:13 25 rezoned and the amount of money of his that was tied up in the company,  
26 isn't that right?  
27 A. Yes.  
28 Q. 314 Now, I think Mr. Deane also kept a note of what he recollected  
29 Mr. Gilmartin had complained about at the meeting at 3755. Now, under the  
15:26:32 30 heading at the top of this meeting, I think, Mr. Deane agreed this is note

15:26:37 1 and indeed it's provided to the Tribunal by Mr. Deane, he records as  
2 follows.  
3  
4 "After Barry Pitcher left the meeting the following matters were discussed  
15:26:46 5 Tom Gilmartin's personal position, Tom Gilmartin gave a detailed statement  
6 of his dissatisfaction with matters in general incorporating the  
7 following:  
8  
9 Starting off on the points that are set out there: Lack of information,  
15:26:59 10 do you agree with that, Mr. O'Callaghan?  
11 A. Not at all.  
12 Q. 315 Do you agree that Mr. Gilmartin complained at the meeting about lack of  
13 information being given to him?  
14 A. Oh, yes, yes. He made a complaint, of course.  
15:27:10 15 Q. 316 Do you agree that Mr. Gilmartin complained there was no communication?  
16 A. Yes that's true, indeed.  
17 Q. 317 Do you agree that he complained the whole saga was unfair to his family?  
18 A. Yes I do, he forgot about everybody else's family.  
19 Q. 318 Do you agree he complained about the treatment he received from  
15:27:25 20 O'Callaghan Properties?  
21 A. Yes.  
22 Q. 319 Do you agree that he complained he was the subject of a dirty tricks  
23 campaign?  
24 A. I should have remembered that but I don't specifically remember that but  
15:27:35 25 if it's this I agree he said it.  
26 Q. 320 Do you agree he said O'Callaghan Properties had walked away with 2 million  
27 pounds of his money?  
28 A. Yes I agree with that.  
29 Q. 321 Do you agree he stated his credibility had been totally undermined?  
15:27:48 30 A. Yes.

- 15:27:48 1 Q. 322 Do you agree that he said his telephone calls were not answered?
- 2 A. Yes.
- 3 Q. 323 Do you agree that he said the bank lost faith with him because his
- 4 credibility was undermined?
- 15:27:56 5 A. Yes.
- 6 Q. 324 Do you agree that he said he had given certain personal information
- 7 regarding his financial standing only to the bank and as this information
- 8 subsequently appeared in the papers it must have been leaked by the bank?
- 9 A. I think he said that, yes.
- 15:28:09 10 Q. 325 That would appear to be similar to the allegation recorded by the bank
- 11 that information in relation to his bankruptcy had been leaked, isn't that
- 12 right?
- 13 A. Yes.
- 14 Q. 326 Right. It seems to be the same complaint. Do you agree he said if he had
- 15:28:22 15 been left to handle matters himself he could have done the entire deal
- 16 himself without anybody's assistance?
- 17 A. I do well remember that.
- 18 Q. 327 Was that again a continual theme by Mr. Gilmartin?
- 19 A. Yes, yes.
- 15:28:33 20 Q. 328 Do you agree that he said that John Deane had made certain he did not
- 21 speak to people on the night of the zoning meeting?
- 22 A. Yes, I do.
- 23 Q. 329 Do you agree that he stated generally he was subjected to political
- 24 manoeuvring, black mailing and a campaign of dirty tricks such that he
- 15:28:47 25 had now lost everything?
- 26 A. Yes that's simplifying what he said, yes did.
- 27 Q. 330 Dealing just with that last point first then, Mr. O'Callaghan, if it's
- 28 simplifying what Mr. Gilmartin says that last point that's recorded by
- 29 Mr. Deane, what do you remember Mr. Gilmartin saying about political
- 15:29:07 30 manoeuvring and black mailing an a campaign of dirty trick?

- 15:29:12 1 A. Quite simply he used a lot of bad language at that time actually.
- 2 Q. 331 Leaving aside the bad language, Mr. O'Callaghan, what was he saying?
- 3 A. He was on I think again about, he was on about the Redmond/Lawlor thing
- 4 again as far as I recollect, and how basically everybody was against him.
- 15:29:28 5 I can't remember any more except that it was pretty profound and there was
- 6 a lot of swear words used which he had to be asked to stop. The usual
- 7 rant that he went on with, I can't be more specific than that.
- 8 Q. 332 Did he complain for example that he, that councillors were being paid?
- 9 A. No.
- 15:29:50 10 Q. 333 Did he make any complaints about payments to politicians?
- 11 A. No, you see when Tom Gilmartin went on this rant he spoke about the late
- 12 Liam Lawlor and the Redmond, they are the two people he seemed to
- 13 continuously talk about.
- 14 Q. 334 Did he make any complaint in the context of this outburst about Shefran or
- 15:30:05 15 Mr. Dunlop?
- 16 A. No.
- 17 Q. 335 When he was complaining about lack of information or no communication did
- 18 he make a complaint within that, that payments had been made and he wasn't
- 19 told about them?
- 15:30:19 20 A. No.
- 21 Q. 336 Right. Now --
- 22 A. The lack of communication was that we were not telling him what was
- 23 happening, despite the fact that we tried to get him to as many board
- 24 meetings as we could and despite the fact that his telephone was out of
- 15:30:31 25 action quite a lot we weren't aware why. We thought he just wasn't
- 26 answering it because -- just in case he was being asked to come up with
- 27 some money to fund some of the problems we had.
- 28 Q. 337 He appears to have complain that his telephone calls were not answered,
- 29 isn't that right?
- 15:30:48 30 A. The direct opposite, actually.

- 15:30:49 1 Q. 338 Is it your position you were unable to contact him by telephone when you  
2 tried to contact him, is that the position?
- 3 A. That was a huge problem, we thought at the time that he just wasn't  
4 answering the phone, because -- well, at the time the situation was very  
15:30:59 5 simple, the banks weren't giving us any money, we had to provide money to  
6 close some of these sales, he was in Luton, he wouldn't answer the  
7 telephone, it was all his mess we were trying to tidy up. So I assumed  
8 that he just wouldn't answer the phone -- I think what actually happened  
9 was that the phone was cut off in a lot of cases but we were not aware of  
15:31:14 10 that.
- 11 Q. 339 In any event, at this meeting would you agree Mr. Gilmartin made a series  
12 of serious allegations?
- 13 A. He made a series of rants I would say, more so than allegations.
- 14 Q. 340 Would it be fair to say you didn't take them seriously, Mr. O'Callaghan?
- 15:31:30 15 A. No, I didn't take them too seriously at all, there was no truth in any of  
16 them actually.
- 17 Q. 341 Insofar as Mr. Deane goes on to deal with the matter in his note he says  
18 "first of all Michael O'Farrell indicated that insofar as the bank were  
19 concerned he rejected the suggestions made by Tom Gilmartin". Then  
15:31:47 20 Mr. Deane goes on to record himself that "he indicated to the meeting that  
21 while responses to these items had been made at previous meetings, he  
22 wanted to make three points." Isn't that right, the first was "there had  
23 been no involvement of O'Callaghan Properties and Mr. Gilmartin completed  
24 the original contract. The second point was he rejected that information  
15:32:05 25 had was not forthcoming as he attended on a fortnightly meeting, he did,  
26 that is Mr. Deane did -- and had put all that information before the  
27 meeting. And 3, as a result of a letter which Tom Gilmartin wrote to AIB  
28 indicating that Paul Sheeran was to represent his interests all the  
29 information and communication had then been given to Paul Sheeran, isn't  
15:32:23 30 that right?

15:32:24 1 A. Sure there was no more we could do, you know.

2 Q. 342 Can I take you back to one thing Mr. Deane says there, Mr. O'Callaghan, to  
3 see do you agree with him, where he says those complaints, sorry Mr. Deane  
4 indicated that while responses to these items had been made at previous  
15:32:37 5 meeting, do you see that note by Mr. Deane?

6 A. Yes.

7 Q. 343 That would suggest that those complaints by Mr. Gilmartin had been made  
8 previously, isn't that right?

9 A. To Mary Basquille yes, she would have repeated some of these to us, yes.

15:32:51 10 Q. 344 Well, in fact according to the document or note by Mr. Deane the  
11 complaints were made at previous meetings, isn't that right?

12 A. Yes by Mary Basquille, on behalf of Tom.

13 Q. 345 Are you saying what Mr. Deane is recording here is Ms. Basquille repeating  
14 to the meetings at which you were present, complaints made by  
15:33:08 15 Mr. Gilmartin?

16 A. More than likely, yes.

17 Q. 346 Okay. Therefore would it be fair to say that if that litany of complaints  
18 --

19 A. Not to that extent no.

15:33:16 20 Q. 347 Yes, I was about to ask you that. Mr. Deane certainly doesn't suggest in  
21 his note that any of these complaints were new, isn't that right?

22 A. Yes.

23 Q. 348 Right. What he says in the note is that responses to these complaints had  
24 been given previously, isn't that right?

15:33:32 25 A. Yes.

26 Q. 349 Right. And that he had -- now I think you agree with me that there is no  
27 record of these complaints to this extent contained in the bank's  
28 documentation?

29 A. Not to that extent but there was a record of some complaints Mary  
15:33:46 30 Basquille had passed on to us, yes.

- 15:33:48 1 Q. 350 Yes. And there are some records of matters that were raised by  
2 Mr. Sheeran, isn't that right?
- 3 A. Yes.
- 4 Q. 351 Insofar as there is here for the first time a list of complaints, and if  
15:33:56 5 Mr. Deane is accurate in what he records in the document, these complaints  
6 are not new and not being made for the first time, isn't that right?
- 7 A. Yes.
- 8 Q. 352 It would follow from that then, Mr. O'Callaghan, that whether you regarded  
9 them as serious or regarded them as not serious, you must have been aware  
15:34:11 10 of complaints being made by Mr. Gilmartin of blackmail, a campaign of  
11 dirty tricks and political manoeuvring, isn't that right?
- 12 A. Prior to this?
- 13 Q. 353 Yes.
- 14 A. Only if Mary Basquille had told me about it.
- 15:34:26 15 Q. 354 Only if Mr. Deane is accurate in his note, isn't that right?
- 16 A. Yes.
- 17 Q. 355 Assuming that Mr. Deane is as accurate as Mr. Deane normally is in  
18 relation to these matters and that he has taken an accurate note and what  
19 he said there is correct, it would follow, Mr. O'Callaghan, that this  
15:34:42 20 schedule of complaints that is recorded in Mr. Deane's document at 3755,  
21 was not a list of complaints that you were hearing for the first time,  
22 isn't that right?
- 23 A. You see you can't be that simple. You cannot simplify just like that.  
24 All those complaints made out there, I haven't heard all of them before  
15:35:00 25 and I doubt very much if John Deane had heard them before. The statement  
26 he has written there is a very broad statement, he said some of these  
27 complaints before from Mary Basquille, because both of us have had, it's a  
28 broad statement what he is written and he is covering a lot of items, some  
29 of them I hadn't heard before at all actually.
- 15:35:18 30 Q. 356 Which of those had you not heard before?

15:35:21 1 A. Well, do you want to go through, I will go through if you wish one by one  
2 if you want me to.

3 Q. 357 Yes.

4 A. Lack of information, I hadn't heard that before, but that's an  
15:35:31 5 unbelievable lie to put that up there. No communication same thing, very  
6 same thing applies, I had heard that -- I had not heard that before.  
7  
8 The bit about the whole saga was very unfair to his family, I hadn't heard  
9 that before, that's the first time I have heard that. And I'm afraid Tom  
15:35:54 10 forget about everybody else's family when he was talking about that. He  
11 caused the whole bloody problem. He complained at the treatment that he  
12 received from O'callaghan Properties, I heard that from Mary Basquille,  
13 that's true. He didn't get any details of course except that we ran away  
14 with his money I presume is that what that applies to. He was the subject  
15:36:07 15 of a dirty tricks campaign, I never knew what he meant by that. I think I  
16 heard him mention that all right, he probably mentioned that before.  
17  
18 We walked away with 2 million, I heard that before that's for sure. If he  
19 had given us the rest of the money we wouldn't have been here at all. His  
15:36:24 20 credibility had been totally undermined, I hadn't heard that before but as  
21 far as I was concerned he didn't have any credibility even when he came to  
22 this country he didn't have credibility. His telephone calls weren't  
23 answered that was a desperate lie, it was we kept ringing him. What we  
24 didn't know at the time was that his blinking phone was cut off, we  
15:36:41 25 weren't aware of that.  
26  
27 The bank lost faith in him because of his credibility, because his  
28 credibility was undermined. Tom Gilmartin was an extremely lucky man he  
29 met a very easy bank manager by the name of Eddie Kay nobody else would  
15:36:53 30 have dealt with him.

15:36:55 1 He had given certain personal information regarding his financial standing  
2 only to the bank and this information suddenly appeared in the papers may  
3 have been leaked by the bank. We all know this article appeared in the  
4 English newspapers, not the bank not me anybody else, on the English  
15:37:08 5 newspapers how it got on there, I don't know.

6  
7 If he had been left to handle matters himself could have done the entire  
8 deal himself without anybody's assistance, he would hardly have found  
9 Quarryvale I'd say if he was left alone.

15:37:20 10  
11 John Deane had made certain that he did not speak to people that night of  
12 the zoning meeting. John Deane manned the phone he asked when Tom  
13 Gilmartin rang through John and I'm sure he has told you himself, he'd  
14 looked for Colm McGrath, Colm McGrath would not speak to Tom Gilmartin  
15:37:34 15 that night. That's the truth of what happened there.

16  
17 Generally he was subject to the political manoeuvring, blackmail and  
18 campaign of dirty trick such that he had now lost everything. Now, I  
19 don't think I heard that like that before but he did as I said, he did say  
15:37:48 20 that evening at that meeting.

21 Q. 358 Obviously, Mr. O'Callaghan, when you were at this meeting the level and  
22 the nature of the complaints that were made by Mr. Gilmartin must have  
23 been a shock to you?

24 A. Not really.

15:38:04 25 Q. 359 Was this something you would regard as normal in Mr. Gilmartin's  
26 discussions with you?

27 A. Yes, something like that, that was his big difficulty, it was very hard to  
28 take him seriously, he was fantasising big time, that's the problem.

29 Q. 360 If you were hearing this for the first time, Mr. O'Callaghan, it would  
15:38:22 30 have been a shock to you, isn't that right?

- 15:38:24 1 A. Some of the items yes, but as I said I heard some of them before.
- 2 Q. 361 But you had discussions of this sort with Mr. Gilmartin but maybe not of  
3 the extent as is detailed here in Mr. Deane's note, is that fair?
- 4 A. That's right, yes.
- 15:38:36 5 Q. 362 And arising from that, what steps did you take as the Chairman of the  
6 meeting and as the, Mr. Gilmartin's partner relation to the allegations  
7 that had been made, including the allegations that had been made against  
8 your company?
- 9 A. I didn't believe them.
- 15:38:52 10 Q. 363 I didn't ask you that, Mr. O'Callaghan.
- 11 A. So I didn't know anything about them.
- 12 Q. 364 I see. Insofar as the bank are concerned, what steps did the bank take in  
13 relation to these allegations?
- 14 A. Well, they have given you the answer there as well actually, I don't  
15:39:03 15 think -- as far as I know they didn't do anything either for the same  
16 reasons. We listened to this outlandish rage for five or ten minutes and  
17 that was it.
- 18 Q. 365 Would it be fair to say then that you didn't take any of those allegations  
19 seriously?
- 15:39:17 20 A. No, how could I when I look at what's written down there, it was  
21 outrageous things.
- 22 Q. 366 In the course of this meeting, Mr. O'Callaghan, at which the bank are  
23 present, Mr. Maguire is present and Ms. Basquille is present, Mr. Deane is  
24 present and I think you told the Tribunal that one of the matters  
15:39:35 25 complained about by Mr. Gilmartin related to Mr. George Redmond and  
26 Mr. Lawlor, isn't that right?
- 27 A. Yes.
- 28 Q. 367 Did you take that opportunity to inform the bank or indeed Mr, not  
29 Mr. Deane but Mr. Maguire or Mr. Sheeran of your financial relationship  
15:39:51 30 with Mr. Lawlor?

- 15:39:53 1 A. No.
- 2 Q. 368 Did you indicate the nature of any financial payments you had made to any  
3 of the councillors involved in Quarryvale in the light of the matters that  
4 had been raised by Mr. Gilmartin at this meeting?
- 15:40:05 5 A. No, I did not.
- 6 Q. 369 I see. And did you discuss for example any contact you had had with  
7 politicians at which Quarryvale was discussed or Neilstown was discussed?
- 8 A. After this outrage?
- 9 Q. 370 Yes.
- 15:40:23 10 A. No.
- 11 Q. 371 And did you deal with in anyway with the publication in the newspapers of  
12 the bankruptcy details in relation to Mr. Gilmartin?
- 13 A. No.
- 14 Q. 372 No. For example one of the matters that have been published in the Irish  
15 newspapers was an article in the Sunday Business Post on the 14th December  
16 1993 written by Mr. Harding, isn't that right?
- 17 A. Yes.
- 18 Q. 373 That article had been written following telephone communication to Mr.  
19 Dunlop's office where Mr. Harding was looking for you, isn't that right?
- 15:40:46 20 A. Yes.
- 21 Q. 374 Did you discuss that or in anyway seek to allay Mr. Gilmartin's concerns  
22 in relation to those publications when he raised the specific topic of  
23 matters being leaked to the newspaper about his financial affairs and  
24 bankruptcy in particular?
- 15:41:00 25 A. No. I think that was discussed with him prior to this, his bankruptcy. I  
26 think I explained to him that this appeared in the Sunday People months  
27 before this actually.
- 28 Q. 375 Yes but insofar as this time --
- 29 A. This particular time not at all.
- 15:41:13 30 Q. 376 Because you would have known at this stage, Mr. O'Callaghan, that not

- 15:41:15 1 alone had something appeared in an English newspaper but it had equally  
2 appeared in December 1993 in an Irish newspaper?
- 3 A. Copying an English newspaper, yes.
- 4 Q. 377 Isn't that right?
- 15:41:26 5 A. Copied from the English newspaper.
- 6 Q. 378 It had been written by Mr. Harding I think who had also written some sort  
7 of profile of you, isn't that right?
- 8 A. Yes he had, yes.
- 9 Q. 379 Did you bring any of that to Mr. Gilmartin's attention when he had this  
15:41:38 10 concern about the publication in the newspapers of his bankruptcy details?
- 11 A. Not at that time. If you look at some of the items on the list there you  
12 couldn't take 90 per cent of them seriously, just look at them.
- 13 Q. 380 Did you identify or put in writing to Mr. Gilmartin for example that  
14 Mr. Gilmartin was wrong about the telephone and that in fact you had been  
15:41:56 15 trying to contact him by telephone and couldn't get through?
- 16 A. In writing, no but I have often said it to him when I managed to get him I  
17 said it to him many a time.
- 18 Q. 381 Did anybody take the step, having recorded the complaints made by  
19 Mr. Gilmartin at this meeting, did anybody to your knowledge take the step  
15:42:14 20 of sitting down and composing a letter to Mr. Gilmartin to reassure him  
21 that he was wrong in the views he had expressed to the meeting?
- 22 A. No, I think the only response was the response you have seen there, the  
23 three replies given by John Deane and the bank, given on the board meeting  
24 minutes.
- 15:42:34 25 Q. 382 Did you have any discussion with Mr. Deane subsequent to the meeting about  
26 how best you might take steps to reassure Mr. Gilmartin in relation to  
27 these allegations?
- 28 A. No, we didn't believe these allegations.
- 29 Q. 383 However, it is clear and I think you must accept from Mr. Deane's note of  
15:42:49 30 its record that one of the allegations that was being made by

15:42:52 1 Mr. Gilmartin related to blackmail, political manoeuvring and a campaign  
2 of dirty tricks, isn't that right?

3 A. They were Gilmartin's favourite words.

4 Q. 384 Yes. But do you agree they were one of the allegations made about  
15:43:04 5 political interference, isn't that right?

6 A. That's what he said, yes.

7  
8 MR. LUCEY: I wonder, Chairman, I think we are proceeding on until 4.30 if  
9 we can take a break perhaps for five minutes. One issue for the record  
10 too, dealings with the proceedings that are instituted by Gunne as against  
11 O'Callaghan Properties and Mr. O'Callaghan, Ms. Dillon referred to the  
12 fact there was a draft set of proceedings in papers, there in fact an  
13 issued set of proceedings as well too, at 12117, there is a Statement of  
14 Claim signed by the same counsel, it does have an addition certain other  
15 amendment to it both in respect of the particulars of income and also in  
16 respect of particulars of the works done, and also a claim for quantum  
17 merit as well. As you can see it's a longer document and it's details  
18 and there are slight differences, in particular the differences being what  
19 was done on foot of this agreement because that was not inserted in the  
15:43:40 20 draft.

21

22 CHAIRMAN: Was there a defence put in?

23

24 MR. LUCEY: I am not aware, I don't believe it ever proceeded any further  
15:44:01 25 than at that.

26

27 CHAIRMAN: All right. We'll take a break for five minutes.

28

29 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

15:44:10 30 **AND RESUMED AGAIN AS FOLLOWS:**

- 15:55:37 1 Q. 385 MS. DILLON: Mr. O'Callaghan, please.  
2  
3 Good afternoon, Mr. O'Callaghan. At 3755 please, can I ask you at this  
4 meeting when Mr. Gilmartin made his allegation of political manoeuvrings,  
15:55:58 5 as recorded by Mr. Deane, did anybody ask him for details about that?  
6 A. No.  
7 Q. 386 Did anybody ask him for details of what he described as blackmail?  
8 A. No.  
9 Q. 387 Did anybody ask him for details of what he described as a campaign of  
15:56:17 10 dirty tricks?  
11 A. No, I'm afraid not.  
12 Q. 388 So it would be fair to say then that what happened at the meeting is,  
13 Mr. Gilmartin's complaints were listened to by the people at the meeting,  
14 isn't that right?  
15:56:36 15 A. Yes.  
16 Q. 389 And a note was taken by Ms. Basquille for the bank and by Mr. Deane of  
17 what Mr. Gilmartin had said, isn't that right?  
18 A. Yes.  
19 Q. 390 A response was made by the bank on behalf of Mr. O'Farrell and by  
15:56:46 20 Mr. Deane on behalf of yourself and Mr. Deane, isn't that right?  
21 A. Yes.  
22 Q. 391 Nobody challenged what Mr. Gilmartin had said and nobody sought details  
23 from Mr. Gilmartin or particulars of what he had said, is that fair?  
24 A. Yes we just sat and listened, yes.  
15:57:02 25 Q. 392 Nobody wrote a letter to Mr. Gilmartin following on the meeting seeking  
26 details that might be provided in a more rational fashion by  
27 Mr. Gilmartin, is that fair?  
28 A. Not to my knowledge.  
29 Q. 393 And nobody communicated with either Mr. Sheeran or Mr. Maguire on behalf  
15:57:17 30 of Mr. Gilmartin or to Mr. Gilmartin himself directly in relation to the

- 15:57:23 1 complaints he had identified at the meeting, is that fair?
- 2 A. That's correct, yes.
- 3 Q. 394 Right. In other words, it happened and it was ignored, is that fair?
- 4 A. It was and probably because of the way it did happen it was ignored.
- 15:57:39 5 Q. 395 You yourself in any event weren't minded to take the matter any further or  
6 seek any information or details from Mr. Gilmartin?
- 7 A. Certainly not.
- 8 Q. 396 Is it possible, Mr. O'Callaghan, that the reason nobody took any step to  
9 obtaining further information from Mr. Gilmartin is because they had  
10 already been informed by Mr. Gilmartin of precisely what he meant by  
11 political manoeuverings and blackmail and a campaign of dirty tricks?
- 12 A. No, that is not correct at all I'm afraid.
- 13 Q. 397 Do you know whether Mr. Gilmartin's concerns were raised at a subsequent  
14 board meeting?
- 15:58:14 15 A. It's possible that they were mentioned again.
- 16 Q. 398 Yes. There was --
- 17 A. By him again, I think it's possible, yes.
- 18 Q. 399 There was a board meeting on the 28th June 1995, isn't that right?
- 19 A. Yes.
- 15:58:25 20 Q. 400 The minutes for which can be seen at 11820, and at 11821 the minutes of  
21 the board meeting record that Mr. Pitcher, Mr. Gilmartin and yourself were  
22 present and that Mr. O'Farrell, Ms. Basquille, Mr. Deane, Mr. Maguire and  
23 Mr. Sheeran were invited to attend, isn't that right?
- 24 A. Yes.
- 15:58:48 25 Q. 401 And I think that that meeting dealt with land acquisition and the  
26 St. Patrick's land, isn't that right?
- 27 A. Yes.
- 28 Q. 402 And particularly in relation to the obtaining the St. Patrick's land that  
29 you didn't have a contract back from A & L Goodbody but that you had been  
15:59:02 30 assured that the contract had not been issued due to lack of time by the

15:59:06 1 solicitor there and not otherwise, in other words, there was nothing  
2 serious holding it up?  
3 A. But we were very concerned about that at the same time because it had been  
4 messed up twice already prior to that and we were very grateful to the  
15:59:16 5 same solicitor Eric Druker by the way he handled the matter after that.  
6 Q. 403 Mr. Gilmartin is recorded as requesting a copy of the contract and then  
7 there is reference to the planning permission, interest in the scheme and  
8 reference to C&A and Marks & Spencers, isn't that right?  
9 A. Yes.  
15:59:34 10 Q. 404 And Mr. Gilmartin is recorded as agreeing with your view in relation to  
11 Marks & Spencers, isn't that the position, and Quinnsworth?  
12 A. Yes.  
13 Q. 405 On the page 11822, under the heading "development appraisal" Mr. Gilmartin  
14 is recorded "as raising queries in relation to the development appraisal  
15:59:51 15 and he was particularly concerned about the residual value of the land for  
16 the anchor units and see if they had been included in the appraisal" isn't  
17 that right? And then an exercise was carried out to explain the profits  
18 on elements in connection with the Hammerson deal, isn't that right?  
19 A. Yes.  
16:00:06 20 Q. 406 That meant Mr. Gilmartin raised queries at the meeting in connection with  
21 the Hammerson deal, is that fair?  
22 A. That is true.  
23 Q. 407 That isn't true?  
24 A. That is true.  
16:00:15 25 Q. 408 In the second paragraph Mr. Gilmartin is recorded as raising further  
26 queries in relation to item that is appeared on the development appraisal  
27 and you pointed out to him that these had unfortunately been prepared by  
28 surveyors and had merely been extracted from quantity surveyors report of  
29 the 4th November and they would appear on their face as give misleading  
16:00:35 30 information but that the full breakdown included on the quantity surveys

16:00:39 1 report which was circulated in November, was that fair?

2 A. Yes. We read that section of quantity surveyor out of context, so we were  
3 trying to explain that.

4 Q. 409 Yes. In fact what you appear to have explained is that the matters that  
16:00:51 5 have been extracted and circulated appears to give misleading information,  
6 isn't that right?

7 A. Yes but the "bill of quantities were forwarded to him a long before that  
8 and he obviously hadn't read it.

9 Q. 410 Under the heading "plans" Mr. Gilmartin is recorded as queering the fact  
16:01:06 10 that he had not seen any plan. It was explained to him that those plans  
11 were available at the regular fortnightly meeting but the reason no plan  
12 had been attached to the legal documentation is that it was still not  
13 firmed up, isn't that right?

14 A. Yes but plans had also been sent to him separately, posted to him  
16:01:22 15 separately. Whether he got them or not is another thing but they were  
16 sent to him separately.

17 Q. 411 And notes of that meeting were also kept by the bank at 11824 and under  
18 the heading "Hammerson deal" the following is recorded at 11825, in the  
19 second paragraph it records as follows:

16:01:43 20

21 "Before John Deane had an opportunity to go through the various points in  
22 his report, Tom Gilmartin interrupted with complaints that he had been  
23 excluded from these negotiations and that he was not even aware of the  
24 final site layout proposal. He provided a list of points on which he  
16:01:58 25 feels unhappy about, mainly relating to cost as per the development  
26 agreement and his inability to make any contribution to the overall  
27 Quarryvale development. Essentially he feels that the costs have all been  
28 inflated and that there is very little possibility of receiving any pay  
29 back on his shareholder loans from the proposed performance payment. A  
16:02:16 30 number of these points were addressed at the meeting such as the fact that

16:02:19 1 Riga is Barkhill's project manager in accordance with the shareholders  
2 agreement and that Tom Gilmartin has been kept advised of all progress in  
3 relation to the development through Paul Sheeran since he had nominated  
4 him to represent him last year. Both Owen O'Callaghan and John Deane  
16:02:33 5 offered to spend a day in Luton taking Tom Gilmartin through the  
6 Development Plans and the cost break down if required. The discussion  
7 became quite heated until Paul Sheeran intervened to suggest that both  
8 John and Owen would now take steps to ensure that Tom did not feel left  
9 out of the negotiations from here on."

16:02:49 10  
11 Now, do you agree first of all that the board minutes don't record that  
12 discussion by Mr. Gilmartin?

13 A. Sorry, I don't understand you.

14 Q. 412 This is a record of a note of the meeting taken by Allied Irish Bank.

16:03:06 15 A. Yes.

16 Q. 413 It's not your signed minutes of the meeting, isn't that right?

17 A. Yes, yes.

18 Q. 414 At 11821 we have the first page of the minutes of the meeting,  
19 Mr. O'Callaghan, on the following page we have 11822.

16:03:24 20 A. Yes.

21 Q. 415 Under the heading "development appraisal" I had taken you through what  
22 Mr. Gilmartin's concerns were as recorded?

23 A. Yes.

24 Q. 416 Then there is the report of the -- on the following page at 11823 there is  
16:03:36 25 a dealing in relation to subsidiary company, Corporation tax, Power City,  
26 IKEA and the next meeting, isn't that right, I don't believe the meeting  
27 took place on the 12th July, is that so?

28 A. Yes.

29 Q. 417 Just going back thin to the note under the heading "Hammerson deal" as  
16:03:51 30 recorded by the bank at 11825 and I just read to you, if it could be

- 16:03:58 1 increased please, the matter on which, about which Mr. Gilmartin  
2 complained as recorded there, isn't that right?
- 3 A. Yes.
- 4 Q. 418 Do you agree with me while it's recorded in the Allied Irish Bank note it  
16:04:11 5 doesn't appear to be recorded in the formal board minutes?
- 6 A. Yes, okay.
- 7 Q. 419 All right. And there is one matter I wanted to draw to your attention in  
8 the third sentence of that, Mr. Gilmartin is recorded as providing a list  
9 of points on which he feels unhappy about, do you see that?
- 16:04:29 10 A. Which paragraph is that, sorry I have it yes, sorry okay.
- 11 Q. 420 Right. I want to ask you about that, whether in fact if Mr. Gilmartin  
12 formally hand over a list of points to the meeting which were of concern  
13 to him?
- 14 A. You would never get a list of anything in writing from Tom Gilmartin that  
16:04:47 15 never happened. He did not produce a list.
- 16 Q. 421 Did he produce a verbal list as he had done at the previous meeting, where  
17 he identified a series of matters about which he was unhappy and which he  
18 drew to the attention of the meeting?
- 19 A. Verbal list, yes.
- 16:05:03 20 Q. 422 Would that verbal list have been similar to the list that was taken down  
21 by Mr. Deane at a previous meeting on 23rd May 1995?
- 22 A. Yes I think it would be. He had three problems really, that is why we  
23 have suggested that we'd go across to Luton and meet him and spend the day  
24 with him and go through the whole thing with him. The difficulty  
16:05:21 25 following the Bill of Quantities and he didn't understand the development  
26 appraisal and he wasn't sure what was on the actual plans that we had. So  
27 we undertook to go across -- that would have answered all his questions  
28 actually. We undertook to go across to Luton to meet him and explain the  
29 whole thing to him in detail.
- 16:05:36 30 Q. 423 Did Mr. Gilmartin have a complaint that he felt he had been excluded from

- 16:05:40 1 the negotiations and he wasn't really a party to taking an active part in  
2 the deal with Hammersons?
- 3 A. That's right, yes, he did, yes.
- 4 Q. 424 And that he felt his position had been undermined would that be fair to  
16:05:57 5 say?
- 6 A. Well, yes.
- 7 Q. 425 Right. It would be your position I think, and I am not putting words in  
8 your mouth and disagree with me if you will, that Mr. Gilmartin hadn't  
9 attended any of the previous meetings in the previous year and ultimately  
16:06:06 10 had nominated Mr. Sheeran to look after his interest, isn't that right?
- 11 A. That's correct.
- 12 Q. 426 Would it be fair to say that it would have been your view,  
13 Mr. O'Callaghan, that if Mr. Gilmartin had the concerns he expressed at  
14 the meeting of the 23rd May 1995 and the later meeting in June of 1995, he  
16:06:21 15 could have addressed those on an ongoing basis if he had been attending  
16 the meetings and keeping himself updated?
- 17 A. Yes.
- 18 Q. 427 Right. Also do you agree with me that whatever concerns Mr. Gilmartin  
19 expressed at the meeting of the 28th June 1995, a similar approach was  
16:06:39 20 taken to those concerns as had previously been taken on the 23rd May in  
21 that nobody wrote to Mr. Gilmartin or to Mr. Sheeran or Mr. Maguire in  
22 relation to the concerns expressed by Mr. Gilmartin, isn't that right?
- 23 A. Yes.
- 24 Q. 428 And nobody ever sought details from him or as to what he actually meant by  
16:06:56 25 the complaints that he was making, is that fair?
- 26 A. Except that rather than write to him which would have been a bit unusual,  
27 we saw what his problems were and we suggested we would go across to Luton  
28 and meet him and explain the whole thing to him, he didn't take up that  
29 offer.
- 16:07:14 30 Q. 429 It would appear Mr. Gilmartin faxed through, at 11887, to the bank, his

- 16:07:20 1 agreement to the purchase or the drawdown of 50,000 pounds for the  
2 contract for the St. Patrick's lands, isn't that right?
- 3 A. Yes, he did.
- 4 Q. 430 It would mean that Mr. Gilmartin would have been in a position I think to  
16:07:32 5 communicate by way of fax with the bank, isn't that right?
- 6 A. Yes.
- 7 Q. 431 Was that the normal way in which documentation was sent to Mr. Gilmartin  
8 and received from Mr. Gilmartin? I think we have seen it previously, that  
9 material was either faxed to him by the bank and he faxed back  
16:07:47 10 correspondence, isn't that right?
- 11 A. Yes.
- 12 Q. 432 Now I think around this time, Mr. O'Callaghan, a payment was made to  
13 Mrs. Gilmartin in the sum of two and a half thousand pounds, at 11891,  
14 that is on the 28th July, isn't that right?
- 16:08:06 15 A. Yes.
- 16 Q. 433 If I can just show you a series of payments, I think that payment was paid  
17 by Riga in the first instance, isn't that right?
- 18 A. Yes.
- 19 Q. 434 Right. I think that in September, at 11963, Mr. Deane wrote to you and  
16:08:27 20 he, in connection with the monthly sum of two and a half thousand pounds  
21 which you had agreed pay to Tom, should be paid by Standing Order, perhaps  
22 you would ask Aidan to set up a regular Standing Order in the sum of two  
23 and a half thousand per month payable in the first day of each month  
24 commencing on the 1st day October. The payments are made to be made to  
16:08:46 25 AIB Bankcentre Ballsbridge for the account of Mrs. Gilmartin, isn't that  
26 right?
- 27 A. Yes.
- 28 Q. 435 If I show you on the 18th September at 11961 the second debit on the 18th  
29 September 1995 is a sum of 2,500 pounds which is referable to a payment to  
16:09:06 30 Mrs. Gilmartin, 11962, the second entry on this page relates to the

- 16:09:13 1 payment to Mrs. Gilmartin, isn't that right?
- 2 A. Yes.
- 3 Q. 436 I think on the 3rd October 1995 at 11978 there is a debit on the Riga bank
- 4 account referable to AV Gilmartin, isn't that right?
- 16:09:32 5 A. Yes.
- 6 Q. 437 And I think that on the 21st November '95 at 12041, the second item on the
- 7 cheque payments book is a payment to Mrs. Gilmartin, isn't that the
- 8 position, Vera Gilmartin?
- 9 A. That's correct.
- 16:09:50 10 Q. 438 I think finally on, in December 1st at 12043, 1995, I think the second,
- 11 the first entry is a payment of two and a half thousand pounds to
- 12 Mrs. Gilmartin, isn't that right?
- 13 A. Yes.
- 14 Q. 439 And I think if we go across the page we'll see that that is analysed under
- 16:10:09 15 Quarryvale I think, isn't that right?
- 16 A. Yes.
- 17 Q. 440 Do you agree first of all that those payments were made?
- 18 A. Yes.
- 19 Q. 441 Do you agree that those payments were made in the first instance after
- 16:10:18 20 Mr. Gilmartin made his complaints on the 23rd May 1993 and in June of --
- 21 23rd May 1995 and in June of 1995?
- 22 A. Yes.
- 23 Q. 442 Right. Can you tell the Tribunal what discussion you had with
- 24 Mr. Gilmartin in relation to the making of those payments?
- 16:10:36 25 A. I didn't have any, that is the problem, sorry, I didn't have any.
- 26 Q. 443 How did those payments come to be made?
- 27 A. Paul Sheeran obviously filled us in.
- 28 Q. 444 Do you say that you met with Mr. Sheeran and Mr. Sheeran asked you to make
- 29 payments to Mr. Gilmartin as a result of Mr. Gilmartin's straitened
- 16:10:52 30 circumstances?

- 16:10:56 1 A. Yes.
- 2 Q. 445 Do you remember where that meeting took place?
- 3 A. Gosh, I couldn't tell you, probably the bank.
- 4 Q. 446 Do you remember whether or not Mr. Deane was present at that meeting?
- 16:11:07 5 A. I don't know, it's possible, I don't know. Very possible.
- 6 Q. 447 Did the request to make those payments arise because of Mr. Sheeran's
- 7 recorded concern that Mr. Gilmartin's outburst was attributable to his
- 8 straitened financial circumstances?
- 9 A. Possibly, yes.
- 16:11:26 10 Q. 448 In other words, Mr. Sheeran made the case or the point for Mr. Gilmartin
- 11 that what was causing Mr. Gilmartin to make the outbursts and allegations
- 12 that he was making at the meetings, was as a result of his difficult
- 13 financial circumstances?
- 14 A. Yes.
- 16:11:39 15 Q. 449 Isn't that right?
- 16 A. Mm-hmm.
- 17 Q. 450 And I think that that is recorded, isn't that the position?
- 18 A. I think so, I'm not sure how it is recorded but that's what happened.
- 19 Q. 451 Well I think that in relation to the first meeting, that is the 23rd May
- 16:11:54 20 '95 at 11793, where the bank records Mr. Gilmartin's complaints, at the
- 21 very bottom of that paragraph the following is recorded: "Paul Sheeran
- 22 intervened and indicated his view that Tom's outburst was as a result of
- 23 his poor financial circumstances, which would only be improved if he's in
- 24 the position to get some of his investments from Barkhill" , is that
- 16:12:17 25 correct?
- 26 A. Yes.
- 27 Q. 452 He requested that John Deane and Owen O'Callaghan seriously consider
- 28 whether they may be able to finance some expenses for Tom until such time
- 29 as cash starts to flow on the Barkhill deal, isn't that right?
- 16:12:27 30 A. Yes.

- 16:12:27 1 Q. 453 That would suggest that Mr. Sheeran took the view on the 23rd May that the  
2 outburst by Mr. Gilmartin was attributable to his straitened financial  
3 circumstances and he asked yourself and Mr. Deane to make payments to  
4 Mr. Gilmartin?
- 16:12:41 5 A. Yes.
- 6 Q. 454 Do you think that that is likely to be the reason or the circumstances in  
7 which the payments came to be made to Mrs. Gilmartin?
- 8 A. I know that was the reason.
- 9 Q. 455 It was because --
- 16:12:49 10 A. Because Paul Sheeran asked us.
- 11 Q. 456 All right. Were you aware -- if that is an accurate note you must have  
12 been aware of the connection that Mr. Sheeran was making between the  
13 outbursts by Mr. Gilmartin and his lack of funds, isn't that right?
- 14 A. I can't remember that exactly now, but that does make sense, yes.
- 16:13:05 15 Q. 457 It would follow from that, that if you were in a position to alleviate  
16 Mr. Gilmartin's financial circumstances to some degree that that might  
17 have an effect on the complaints Mr. Gilmartin was making at the time, do  
18 you agree with that?
- 19 A. I don't know. The bottom line here was that this was the first time we  
16:13:21 20 really discovered the serious financial situation Tom Gilmartin was in  
21 when Paul Sheeran told us. We were never aware of it until then and that  
22 was made immediately -- we assumed that the bank would have carry out that  
23 function but they wouldn't do it, so we did it. It was at the request of  
24 Paul Sheeran.
- 16:13:38 25 Q. 458 Did you have a discussion with the bank about advancing funds to  
26 Mr. Gilmartin?
- 27 A. Yes, I did.
- 28 Q. 459 Did the bank refuse to do so?
- 29 A. Yes, they did.
- 16:13:45 30 Q. 460 It was in those circumstances then that you and Mr. Deane took up the

- 16:13:49 1 slack, as it were, and made the payments?
- 2 A. We were going to do it at any rate. Having been informed of the situation
- 3 of course, and having been told by Paul Sheeran what was the situation
- 4 was. We asked the bank to get involved, half assuming that they would say
- 16:14:02 5 no. At any rate we were going to do it and we did it.
- 6 Q. 461 Now at this time, when you commenced making these payments to
- 7 Mrs. Gilmartin, this arose after a time in which allegations had been made
- 8 by Mr. Gilmartin of political interference, isn't that right?
- 9 A. Pure coincidence, yes.
- 16:14:26 10 Q. 462 Also at the same time in August of 1995 at, 19980, another matter arose in
- 11 the newspapers, isn't that right, which was an allegation by Alan Dukes
- 12 that bribes had been paid in connection with planning, isn't that the
- 13 position?
- 14 A. Yes.
- 16:14:45 15 Q. 463 And there was references within the documentation to the Minister, Michael
- 16 Smith, saying if anyone had evidence of corruption he was to come up front
- 17 with it, and matters such as that sort, isn't that right? This is a
- 18 separate allegation now by Mr. Dukes to the allegations that had been
- 19 published in the newspapers the previous year?
- 16:15:07 20 A. Yes, okay.
- 21 Q. 464 And the article is entitled "cash for building permission, inquiry call"
- 22 isn't that right?
- 23 A. Yes.
- 24 Q. 465 This is where Mr. Dukes is recorded as acknowledging that builders and
- 16:15:21 25 developers have been forced to pay bribes to public officials in the first
- 26 instance, that's the opening paragraph, isn't that right?
- 27 A. Yes, I see that.
- 28 Q. 466 I think on the following day, or around the 14th August, at 19981, there
- 29 is also an article where Mr. Dukes is recorded as calling for planning
- 16:15:41 30 safeguards to eliminate bribery, isn't that right?

- 16:15:44 1 A. Yes.
- 2 Q. 467 And under the items that were set out there at paragraphs one, two and  
3 three in the first column, he instanced substantial but unspecified offers  
4 of money made to politicians by a developer in relation to a rezoning  
16:15:57 5 application, isn't that right?
- 6 A. I don't see that, sorry.
- 7 Q. 468 You do, under paragraph three?
- 8 A. I have it, yes.
- 9 Q. 469 In other words what it started out as a concern that money was being paid  
16:16:11 10 to officials, by the following day had extended to money being paid to  
11 politicians, isn't that right?
- 12 A. Yes.
- 13 Q. 470 Right. That was specifically substantial offers of money to politicians  
14 in relation to a rezoning application, isn't that right?
- 16:16:21 15 A. Yes.
- 16 Q. 471 In the second column there is reference under the heading "the Green Party  
17 yesterday called for the abolition of the dual mandate under which  
18 Oireachtas members are represented on council levels on the ground, that  
19 recent allegations suggested a link between high level politicians and  
16:16:38 20 corrupt planning practices" isn't that right?
- 21 A. Yes.
- 22 Q. 472 The second last paragraph refers to an offer made by a Newry firm of  
23 solicitors for 10,000 pounds leading to a conviction, and that was  
24 something that had been published I think in the newspapers, for a reward  
16:16:54 25 leading to a conviction in relation to planning corruption, isn't that  
26 right?
- 27 A. Yes.
- 28 Q. 473 That had been published in the newspapers in or around August of 1995,  
29 isn't that right?
- 16:17:04 30 A. Yes.

- 16:17:05 1 Q. 474 And I think if you look at 19982, there was also published an article  
2 entitled "call for public inquiry into alleged planning abuse", isn't that  
3 right?
- 4 A. Yes.
- 16:17:22 5 Q. 475 And in the third column it makes reference to the present allegations are  
6 levelled at high level politicians, the dual mandate should be abolished,  
7 isn't that right?
- 8 A. The third column?
- 9 Q. 476 The third column. That's the second, there is the third column?
- 16:17:38 10 A. Yes.
- 11 Q. 477 Right. Also there is reference there to the ad that had been placed by a  
12 firm of Northern solicitors, called Donnelly Neary Donnelly, about  
13 publications in the newspapers seeking a reward, or publishing an offer  
14 for a reward in return for information, isn't that right?
- 16:17:57 15 A. Yes.
- 16 Q. 478 May the Tribunal take it, Mr. O'Callaghan, that if you didn't read them  
17 yourself they would have been drawn to your attention?
- 18 A. I don't remember these at all.
- 19 Q. 479 You don't remember?
- 16:18:07 20 A. At the time. I remember the one you quoted the year before we discussed  
21 last time I was here, but I don't remember these.
- 22 Q. 480 These are two things that were happening, I suggest to you in August of  
23 1995, insofar as allegations of planning corruption were concerned. One  
24 was Mr. Alan Dukes had given an interview on the radio that had been  
16:18:24 25 followed up in the newspapers, in which he made allegations or provided  
26 information that he had been given about money being paid by builders to  
27 politicians in order to secure rezoning. The second matter that had  
28 happened in August of 1995 was an offer of a reward of 10,000 pounds  
29 leading to planning corruption conviction, isn't that right?
- 16:18:45 30 A. Yes, that I know about, yes.

- 16:18:47 1 Q. 481 Would it be fair to say then it would have been known or there would have  
2 been concern being expressed publicly about planning corruption yet again,  
3 as it were, in August of 1995, isn't that right?  
4 A. Yes, that's fair to say that, yes.
- 16:18:59 5 Q. 482 Right. Now in the very first article that was written at 19980, and this  
6 is likely to have been an article I think, Mr. O'Callaghan, that you read,  
7 isn't that right?  
8 A. I can't remember.
- 16:19:24 9 Q. 483 Well I suggest to you that it was, because if we look at the first column  
10 and we increase it, we see that in the second paragraph the following is  
11 stated: "This latest revelation comes against the background of both the  
12 allegations of malpractice in the semi-State sector by Minister Michael  
13 Lowry and the demands for public inquiry into alleged wide spread  
14 corruption in the planning process", isn't that right?
- 16:19:43 15 A. Yes.
- 16 Q. 484 Now at this time, in addition to the Donnelly Neary Donnelly publication  
17 and in addition to the allegations by Mr. Alan Dukes, Mr. Michael Lowry  
18 who was then Minister for Trade, Enterprise and Employment also made  
19 allegations of a "cosy cartel" operating in the semi-State sector, isn't  
16:20:00 20 that right?  
21 A. Oh, yes indeed.
- 22 Q. 485 That was an allegation in which you had some involvement, albeit  
23 peripheral, isn't that right?  
24 A. Very much so, yes.
- 16:20:07 25 Q. 486 Can I suggest to you therefore, that because this article deals with the  
26 allegations concerning Mr. Lowry, it's likely that this is an article that  
27 was drawn to your attention, isn't that right?  
28 A. Likely, but I can't recall it. That doesn't make any sense.
- 29 Q. 487 Would it be fair to say that you do recall the allegations in relation to  
16:20:28 30 the Michael Lowry matter?

16:20:30 1 A. In my own case?

2 Q. 488 Yes.

3 A. Oh, very much so, yes.

4 Q. 489 That was something that was also publicly being aired in August of 1995,

16:20:38 5 isn't that right?

6 A. I'm not sure of the time but it was publicly aired that's for sure, yeah.

7 Q. 490 Certainly I think the bank raised it with you, isn't that right?

8 A. Yes they did indeed.

9 Q. 491 Is that the position?

16:20:58 10 A. Yes, that's correct.

11 Q. 492 They had a concern as to how this publication would be perceived as

12 affecting the ongoing deal with Hammersons and later indeed the Grosvenor

13 deal, isn't that right?

14 A. Which publication?

16:20:59 15 Q. 493 The publications in relation to the Michael Lowry matter?

16 A. And the surveillance thing.

17 Q. 494 Isn't that right?

18 A. Yes, yes.

19 Q. 495 In effect one of the matters that was being alleged at the time was that

16:21:09 20 the Minister Mr. Lowry, had been the subject of surveillance, isn't that

21 right?

22 A. Yes.

23 Q. 496 And there was a suggestion that in some way Mr. Kelly, that's Mr. Ambrose

24 Kelly or yourself might have had some peripheral involvement, isn't that

16:21:24 25 right?

26 A. Yes.

27 Q. 497 I think ultimately that matter was debated in the Dail, isn't that right?

28 A. Yes.

29 Q. 498 And I think, I don't think you will disagree with me, when -- or you will

16:21:34 30 accept the position that I think that Mr. Ahern and Mr. Michael Martin all

- 16:21:39 1 spoke against Mr. Michael Lowry as it were, in the Dail in relation to  
2 that matter and about taking away people's good reputations and matters  
3 such as that sort, isn't that right?
- 4 A. I think so yeah, that's right, that's right.
- 16:21:51 5 Q. 499 Really what I want to draw to your attention here, Mr. O'Callaghan, and  
6 the Lowry matter might just assist you in relation to it, there were three  
7 matters in the public arena in August 1995. The Lowry matter was an  
8 allegation of interference in the semi-State sector, that was something  
9 that involved you, isn't that right?
- 16:22:10 10 A. Yes.
- 11 Q. 500 The second matter was a publication in the newspapers in relation to  
12 Donnelly Neary Donnelly providing a reward if there was a successful  
13 conviction for planning corruption, isn't that right?
- 14 A. That I also remember, yes.
- 16:22:21 15 Q. 501 The third matter was an allegation by Mr. Alan Dukes that bribes had been  
16 paid in order to secure rezoning, isn't that right?
- 17 A. So it says.
- 18 Q. 502 Can I have the full page at 19980 please, isn't that right?
- 19 A. Yes.
- 16:22:34 20 Q. 503 And this article is something that I am suggesting to you is likely to  
21 have been drawn to your attention because it contains within it references  
22 to the Michael Lowry matter in which you were considered to be involved,  
23 isn't that right?
- 24 A. Yes.
- 16:22:47 25 Q. 504 Right. So would it be fair to say that even if you don't recollect it  
26 now, Mr. O'Callaghan, in August of 1995, the contents of this article  
27 about bribes being paid was drawn to your attention and you would have  
28 known about it because it contained material that was relevant to a matter  
29 which you did have an involvement?
- 16:23:08 30 A. I didn't have an involvement. What I would have been concerned about at

- 16:23:11 1 the time was the Lowry affair which I was very, very concerned about, that  
2 would have been certainly my number one priority at the time.
- 3 Q. 505 That is the point I am making to you, obviously not very clearly,  
4 Mr. O'Callaghan, but the second paragraph of column one, can that be  
16:23:24 5 increased please? Refers to the Lowry affair and because that is a matter  
6 which you were involved I am suggesting --
- 7 A. But this is a different affair.
- 8 Q. 506 No.
- 9 A. This is Lowry in connection with something else altogether, isn't it?
- 16:23:41 10 Q. 507 No this is the allegations by Minister Lowry of interference in the  
11 operation of semi-State organisations and in fact it's a reference really  
12 to the acquisition of Horgan's Quay, isn't that right?
- 13 A. Yes.
- 14 Q. 508 What I am putting to you, obviously very badly, Mr. O'Callaghan, is that  
16:23:59 15 because that is contained if I can have the full page?
- 16 A. Yes, I see your point.
- 17 Q. 509 Within the article is that somebody at a minimum would have drawn to your  
18 attention the reference to Michael Lowry which in turns means if that was  
19 done, that this article was drawn to your attention?
- 16:24:14 20 A. Sorry, I hadn't seen that the two items are leading to the one paragraph  
21 yes, sorry I take your point.
- 22 Q. 510 Do you take my point?
- 23 A. Yes, I do.
- 24 Q. 511 What I am suggesting to you then, Mr. O'Callaghan, is that in August of  
16:24:24 25 1995 you had a very great interest in following everything that was in the  
26 newspapers because you yourself were involved in a matter that was the  
27 subject of public controversy in August 1995, the Horgan's Quay matter,  
28 isn't that right?
- 29 A. Yes.
- 16:24:40 30 Q. 512 And at the same time there were two other planning stories running, one

- 16:24:44 1 was the one of allegations of bribes being paid which emanated from  
2 Mr. Alan Dukes and the second was in relation to the Donnelly Neary  
3 Donnelly offer of a reward?  
4 A. Yes, okay.
- 16:24:55 5 Q. 513 The Donnelly Neary Donnelly offer of a reward is also referred to in this  
6 article.  
7 A. Yes.  
8 Q. 514 So can I put it to you then it's likely that in August of 1995 for all  
9 sorts of reasons you would have been aware of these allegations?  
16:25:09 10 A. Yes, I have to take your point, yes.  
11 Q. 515 Now some two months prior to the publication of those articles in the  
12 newspapers you had been at a meeting on the 23rd May 1995 with  
13 Mr. Gilmartin when he made an allegation of political interference, isn't  
14 that right?  
16:25:27 15 A. Yes.  
16 Q. 516 And he had if your evidence to date to the Tribunal is correct,  
17 Mr. O'Callaghan, been making on a semi continual basis, allegations  
18 against Mr. George Redmond and Mr. Liam Lawlor who was a national  
19 politician, isn't that right?  
16:25:43 20 A. Yes.  
21 Q. 517 Now, when this material was published in the newspapers about bribes being  
22 paid you were aware of the fact that you had made payments yourself, isn't  
23 that right?  
24 A. Political contribution.  
16:25:54 25 Q. 518 Political contributions. Did you take any step at this point in time to  
26 inform anybody other than Mr. Deane of the fact that you had made payments  
27 to Mr. Lawlor or to Mr. Colm McGrath or Mr. Sean Gilbride?  
28 A. No, I did not, no.  
29 Q. 519 Would it be fair to say then that there was nothing in these articles that  
16:26:15 30 caused you to be concerned about the payments you had made?

- 16:26:18 1 A. No but I would have been concerned about any statements that Michael Lowry  
2 was making about semi-State.
- 3 Q. 520 Yes.
- 4 A. Which was in that article.
- 16:26:25 5 Q. 521 Yes, the allegations being made by Mr. Lowry related to interference in  
6 the objective operation of the semi-State bodies and in particular in  
7 relation to Horgan's Quay?
- 8 A. That's what I would have been concerned about, that would have been what I  
9 would have taken from that article as a priority.
- 16:26:40 10 Q. 522 If we just concentrate for a moment on something that had happened in your  
11 recent past.
- 12 A. Mm-hmm.
- 13 Q. 523 In March of 1995 you paid 20,000 pounds to Mr. Liam Lawlor, isn't that  
14 right?
- 16:26:50 15 A. Yes.
- 16 Q. 524 Right. Mr. Liam Lawlor was a national politician, isn't that right?
- 17 A. Mm-hmm.
- 18 Q. 525 In May of 1995, there was an argument or discussion at a board meeting of  
19 Barkhill where allegations of political interference was made by  
16:27:04 20 Mr. Gilmartin, isn't that right?
- 21 A. Yes.
- 22 Q. 526 Some other allegations which are not detailed were made in June of 1995 by  
23 Mr. Gilmartin at a second board meeting, isn't that right?
- 24 A. Yes.
- 16:27:15 25 Q. 527 But you have agreed they were of a similar nature to the one recorded by  
26 Mr. Deane on the 23rd May 1995, isn't that right?
- 27 A. Yes.
- 28 Q. 528 On the two months following that, in early August of 1995, three matters  
29 appear in the public newspaper which allege impropriety of one sort or  
16:27:32 30 another, two relate to allegations of planning corruption, isn't that

- 16:27:36 1 right?
- 2 A. Yes.
- 3 Q. 529 The article involving Mr. Dukes and the Donnelly Neary Donnelly matters,  
4 isn't that right?
- 16:27:42 5 A. Yes.
- 6 Q. 530 Which you accept you must have read at the time because it concerned  
7 another matter which you had an interest, isn't that right?
- 8 A. Yes.
- 9 Q. 531 Right. Did it ever occur to you, Mr. O'Callaghan, that at this time in  
16:27:52 10 August of 1995, of the slant that could have been put on a payment of  
11 20,000 pounds to Mr. Liam Lawlor if it was known about?
- 12 A. No because I knew exactly why I paid the 20,000 pounds to Liam Lawlor, for  
13 work done, that he'd done for me. So no that thought didn't cross my  
14 mind. I paid Liam Lawlor like I would pay any consultant.
- 16:28:18 15 Q. 532 The allegation involved in Horgan's Quay that had been made was an  
16 allegation which you utterly rejected at the time, isn't that right,  
17 Mr. O'Callaghan?
- 18 A. Totally, yes.
- 19 Q. 533 It was an allegation involved the tender process or the lack of a tender  
16:28:35 20 process in relation to the Horgan's Quay land in Cork, isn't that right?
- 21 A. It wasn't exactly that, no not really that, no.
- 22 Q. 534 Well, is there something you would like to explain to the Tribunal, it's  
23 not really necessary for this matter, but what we are dealing with  
24 Mr. O'Callaghan to go into in any great way, other than it is something  
16:28:54 25 that is current at the time of these articles by Mr. -- that refer to  
26 Mr. Dukes.
- 27 A. Yes.
- 28
- 29 CHAIRMAN: There is no need for Mr. O'Callaghan to go into the detail,  
16:29:03 30 there was an allegation made which concerned Mr. O'Callaghan and which

- 16:29:09 1                    apparently emanated from Mr. Lowry
- 2            A.            Yes, Sir.
- 3            Q. 535       MS. DILLON: Yes. You yourself were named I think, Mr. O'Callaghan, isn't
- 4                    that right, in the newspapers?
- 16:29:21 5            A.            In connection with the Horgan's Quay, yes of course I was, yes.
- 6            Q. 536       And arising from that at 11917, Mr. Gilmartin -- could we have the first
- 7                    paragraph increased please -- telephoned the bank in August of 1995 to
- 8                    advise that he had received an approach from a UK TV company seeking
- 9                    information in relation to Quarryvale/Owen O'Callaghan which obviously
- 16:29:52 10            stemmed from the recent publicity concerning the planning process and
- 11                    surveillance allegations.
- 12
- 13                    Now first of all, do you agree with me that a connection is being made
- 14                    there, be it right or wrong by Mr. Gilmartin as recorded by the bank
- 16:30:12 15            between the surveillance allegations which is the Horgan's Quay matter and
- 16                    the planning process allegations which were either the Alan Dukes or the
- 17                    Donnelly Neary Donnelly matter, isn't that right?
- 18            A.            Surveillance allegation obviously this is, I don't want to go into this
- 19                    but if you want me to, this is the first time, this is Tom Gilmartin's
- 16:30:22 20            first fantasy, he picked up the phone he saw something notice newspapers
- 21                    picks up the telephone, he rings Mary Basquille and tells her that he is
- 22                    after getting an approach from a UK TV company or a north of Ireland
- 23                    company, that's some joke.
- 24            Q. 537       All right. Do you agree that the allegation in the newspapers,
- 16:30:41 25                    Mr. O'Callaghan, about yourself and Mr. Kelly related to surveillance
- 26                    allegations?
- 27            A.            Yes.
- 28            Q. 538       All right. And that insofar as this note records reference to
- 29                    surveillance allegations they are accurate, isn't that right?
- 16:30:54 30            A.            Yes.

- 16:30:54 1 Q. 539 And insofar as there is reference to publicity concerning planning matters  
2 that equally is accurate and we have just seen those?  
3 A. Yes and he put the whole thing together, taken from the newspapers and  
4 there he goes.
- 16:31:07 5 Q. 540 What Mr. Gilmartin is telling the bank is that some company, a television  
6 company has approached him?  
7 A. Two television companies, not one, two.
- 8 Q. 541 Isn't that right?  
9 A. Yes.
- 16:31:15 10 Q. 542 Do you know whether in fact any such approach was ever made to  
11 Mr. Gilmartin or not?  
12 A. I doubt it very much.
- 13 Q. 543 But do you know, Mr. O'Callaghan, whether such an approach was ever in  
14 fact made to Mr. Gilmartin?  
16:31:27 15 A. He never even said it to me, again he told Mary Basquille, this is the  
16 fantasy, picked it off the newspaper, came up, spun a yarn, picked up the  
17 phone rang Mary Basquille and introduced two television companies. Sure  
18 this is the start of the whole fantasy story, this is the first one.
- 19 Q. 544 And I think just to finish this document at 11917, Mr. Gilmartin is  
16:31:46 20 recorded as having been offered 100,000 pounds by the particular company  
21 and having received a similar offer from a Northern Ireland company, isn't  
22 that right?  
23 A. That's what he says.
- 24 Q. 545 Yes. Now Ms. Basquille responds by saying she would be alarmed and the  
16:32:01 25 bank would be alarmed by any director or shareholder taking any action  
26 which could jeopardise the development, isn't that right?  
27 A. Yes.
- 28 Q. 546 Then she describes Mr. Gilmartin as becoming irrational and resisting any  
29 attempt to recognise the reality of Barkhill's situation, isn't that  
16:32:15 30 right?

16:32:16 1 A. Mm-hmm.  
2 Q. 547 Right. Can I ask you, Mr. O'Callaghan, whether in August of 1995, in view  
3 of the allegations that had been made in June and May of 1995 by  
4 Mr. Gilmartin, whether you had any concerns about the fact that anything  
16:32:32 5 you had done might be considered by others if they knew about it to amount  
6 to political corruption?

7 A. No.

8 Q. 548 No.

9 A. None whatsoever.

16:32:41 10 Q. 549 Right. It's 4.30, sir.

11  
12 CHAIRMAN: We are sitting tomorrow at half past ten.  
13 MS. DILLON: Yes and I think Mr. O'Callaghan has agreed to sit after lunch  
14 until 3.30 or thereabouts tomorrow.

16:32:53 15  
16 CHAIRMAN: All right. Thank you.

17  
18 **THE TRIBUNAL THEN ADJOURNED TO THE FOLLOWING DAY,**  
19 **WEDNESDAY 15TH OCTOBER 2008 AT 10.30 AM.**

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