

THE HEARING RESUMED AS FOLLOWS ON THE 10TH NOVEMBER, 1999,
AT 11 AM:

.
MS. DILLON: Mr. O'Shea please.

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BARTHOLOMEW O'SHEA CONTINUED TO GIVE EVIDENCE AS FOLLOWS,
BEING EXAMINED BY MS. DILLON:

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1 Q. MS. DILLON: If you would like to sit down, Mr. O'Shea.

A. Well, I would like to thank Mr. Chairman, for giving me the
extra time in the morning. It was very important to me.

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CHAIRMAN: It's a pleasure, Mr. O'Shea.

A. Thank you.

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CHAIRMAN: Not at all, thank you very much for your
kindness. When you are ready.

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2 Q. MS. DILLON: I think yesterday, Mr. O'Shea, we were
talking about, you had started your building career by
building a house for yourself and your wife and you got
married. Do you remember, do you remember talking about
that yesterday?

A. I did, yes.

3 Q. I think you told us, you probably got into a lot of trouble
when you went home?

A. We were married, there was no such thing as a partner at
that time.

4 Q. I think your solicitor has given me this morning a copy of
your Marriage Certificate, and just for clarification --

A. We are married all right.

5 Q. I have no doubt you were married in 1959, but you in fact

got married on the 8th of September, 1953?

A. I didn't know.

6 Q. If you move into the microphone. Can I hand you a copy of your Marriage Certificate?

A. Please, yes.

7 Q. Can you confirm to me, did you in fact get married on the 8th of September, 1953?

A. If it is down there the, nothing is surer than I got married, that that was the date.

8 Q. Did you build your first house around the time?

A. I did, was that 1953, is it?

9 Q. 1953 is the date on that?

A. Yes, I built my house around that time, yes that's right.

10 Q. It was after that time, I think you had told us yesterday, Mr. O'Shea, after you built the first house, which was the house that yourself and your wife lived in, yourself and Mr. Shanahan went on to do more building?

A. That's right.

11 Q. You indicated yesterday that the date on which you probably starting building was around 1959?

A. That's right, that's correct.

12 Q. Now, having looked at your Marriage Certificate, and you got married in 1953, did you build your first house around 1953?

A. 1953, yes.

13 Q. May we take it then, Mr. O'Shea, after that period, after 1953, that you were building houses with Mr. Shanahan?

A. That's right.

14 Q. And in the main these were houses from, you took by way of sites from Higginbothan?

A. Higginbothan and Stafford.

15 Q. For Clonmel Estates?

A. Correct.

16 Q. Apart from that correction that you wish to make, are you happy enough with everything that you told us yesterday?

A. Correct, yes. That's right.

17 Q. Well, I want to move on to deal now, first and foremost I want to ask you, we had finished yesterday when you had been explaining to us how you had gone to Mr. Redmond for assistance, when you had a difficulty with the residents on the Martello Estate?

A. Yes.

18 Q. And that difficulty was resolved, as I understand, by Mr. Murphy Snr. giving permission for land to be donated for building a church?

A. That's right.

19 Q. You had originally planned on the Martello Estate to build a public house and you changed your plans and built houses instead?

A. That's right.

20 Q. That was on foot of advice given by Mr. George Redmond?

A. That's right.

21 Q. Can I ask you who was your architect at that time?

A. Higginbotham and Stafford.

22 Q. Were your architects?

A. Were the architects for the estate.

23 Q. For the Martello Estate?

A. Martello Estate, yeah.

24 Q. What architects, are you sure about that, Mr. O'Shea?

A. I am, yes.

25 Q. Did you ever use any other architects?

A. I did afterwards, when we bought a bit of land ourself we used other architects.

26 Q. Yes.

A. When we bought Rathbeale in Swords we did use another architect.

27 Q. That was the first piece of land O'Shea and Shanahan bought?

A. That's right.

28 Q. Who were the architects you had on that?

A. Jack Manahan.

29 Q. Was that Conroy Manahan and Associates?

A. That's correct, yes.

30 Q. When you were building the Martello Estate that was on Murphy land at Portmarnock; isn't that right?

A. Yes.

31 Q. Who were the architects you used for that development?

A. I tell you now, that was approved by somebody anyway, that was very close to Sam Stephenson, so we didn't change from Sam Stephenson because he had a scheme and everything got out, that kind of stuff, and we carried on with Sam.

32 Q. With Mr. Stephenson?

A. Yes. For quite a, not for all the estates, that's why we changed to Manahan then later on.

33 Q. So, you used Mr. Sam Stephenson for some of the developments on the Martello Estate and then you went back to Conroy Manahan whom you used in relation to the Rathbeale lands?

A. That's right, yeah.

34 Q. When you were developing in Skerries in, you developed in Skerries; isn't that right?

A. Yes.

35 Q. Who was the architect?

A. Jack Manahan.

36 Q. And was Mr. Manahan the person you normally dealt with?

A. Yes, yes. I found him a very decent man to deal with,

reasonable.

37 Q. Did you ever deal with Mr. Liam Conroy?

A. No, I didn't. I didn't, but I frequently met Joe Murphy in the Shelbourne, very often, and he knew I was buying land for Joe Murphy.

38 Q. Who knew you were buying land for Joe Murphy?

A. Manahan, not - Conroy.

39 Q. Yes.

A. And he had gone into our company one night and Joe and himself had a great chat, and eventually I think Joe put him in charge of everything.

40 Q. Right. So you are telling the Sole Member, that you introduced Mr. Liam Conroy to Mr. Joseph Murphy in the Shelbourne?

A. Yes. Yes.

41 Q. And that subsequent to that Mr. Conroy and Mr. Murphy became very friendly?

A. That's right.

42 Q. Did you, yourself, know Mr. Conroy to any great degree?

A. No, I did not. It was him that was chasing me around, buying drink for me and all this old caper.

43 Q. Sorry, I don't follow you, Mr. O'Shea, you say he was following you around and buying you drink, why was he?

A. He knew I was buying land for Joe Murphy, and he wanted to get in with Joe Murphy, and he was always talking to me, a man I never came across before. I didn't know him, but I eventually got to know him, that kind of stuff, who he was and what he wasn't. But at that time I didn't think he was with Jack Manahan now. I didn't think he was. I didn't realise that he was a partner with Jack Manahan, you know.

44 Q. Did you subsequently come to know that Mr. Conroy had a

partnership?

A. I did. Yes, I did.

45 Q. When you first met Mr. Conroy you weren't aware that he had any association with Mr. Manahan?

A. No, I was not, no.

46 Q. Can you recollect how you yourself first met Mr. Conroy?

A. I think I told you that before. I said that if I was ever in the Shelbourne he was, he would always make me an - and talking to me, I hadn't known the man at all, I eventually found out what was his name.

47 Q. So, Mr. Conroy introduced himself to you?

A. More or less, that's right.

48 Q. And thereafter you introduced Mr. Conroy to Mr. Murphy Snr.?

A. That's correct, yes.

49 Q. I think subsequently Mr. Conroy had a very senior position in the Murphy Group of companies?

A. Oh, yes, he had.

50 Q. And I think that how that relationship developed has been dealt with elsewhere. But insofar as you have any knowledge of the matter you were the person who introduced Mr. Conroy to Mr. Murphy?

A. That's right.

51 Q. And did you meet or have any contact with Mr. Conroy after this introduction to Mr. Murphy?

A. No, I did not because I didn't like the man.

52 Q. Why was that, Mr. O'Shea?

A. When Joe and myself were splitting, there was four detached sites, very prominent sites, I had a notion of building one there, my house, and didn't he want to - I heard afterwards that he wanted to buy the four sites for himself to make money on it. So Joe stood up to his words, Joe promised

us the four sites and he gave them to us.

53 Q. Where were these four sites?

A. Portmarnock - estate.

54 Q. I beg your pardon?

A. Portmarnock.

55 Q. Was this part of the Martello Estate?

A. It was a part of it, yes, on raised ground overlooking the bay.

56 Q. And Mr. Murphy Snr., when you had your differences which we will come on to in a moment, he gave you those four sites, sold you those?

A. Joe Murphy?

57 Q. Sold you those four sites?

A. Yes, Joe Murphy.

58 Q. Right. Also, I want to ask you about, I think you told us yesterday that you were involved in a public house called The Quarry House?

A. That's right.

59 Q. And that this was a public house built by yourself and Mr. Shanahan before you became involved in any business venture with Mr. Murphy Snr.?

A. That's right.

60 Q. Did you subsequently become involved in another public house, The Harp Inn?

A. I did. I did, yes.

61 Q. If I could just ask you, where was The Harp Inn?

A. In Swords.

62 Q. Swords?

A. The Swords people call it Swords.

63 Q. Can you tell me, to the best of your recollection, when that public house was purchased and by whom?

A. By O'Shea and Shanahan. No sorry, The Harp, yes, it was

purchased by the, one, two, three. Tom Shanahan, myself and Joe Murphy.

64 Q. Was it purchased, to the best of your recollection, in your individual names or was it purchased by the company?

A. It was purchased by the company.

65 Q. And you were, it is your understanding that you all owned one-third share in this company?

A. That's right, yeah.

66 Q. And I think we have some documents in relation to that, that I should really - company documents - that I should put to you in relation to that. I think it was incorporated on the 3rd of April, 1967?

A. I suppose so, I couldn't tell you. I suppose if it is there.

67 Q. It should be at Tab 12, I think, in the documents that were circulated.

A. There is an awful lot of writing here, but I can't understand it.

68 Q. All right. I think the document shows that The Harp Inn was incorporated on the 3rd of April, 1967?

A. Well, if it is there.

69 Q. And that the last annual return was filed on the 28th of November, 1978?

A. The last time it what?

70 Q. The annual return, Mr. O'Shea, is a document you are meant to file every year?

A. Oh yeah.

71 Q. I think the company was ultimately dissolved in November 1990?

A. That's right.

72 Q. We are not so concerned about what happened in the 1990s, I will talk to you later about The Harp Inn, when you had

your split, as you said you had a split with Mr. Murphy in the late 1970s. Can I ask you first of all was that a pub this was built or a pub that was bought?

A. It was a pub that was bought.

73 Q. And who was running the pub?

A. Larry. Larry was running the pub, he was there, he was a native of Swords.

74 Q. And this pub was, can you give us any approximation as to when this pub was bought?

A. I haven't a clue.

75 Q. Well, was it the late 19 --

A. I wouldn't have an idea when it was bought.

76 Q. And can you recollect who ran it until the late 1970s? Who ran the, had the running of the pub during the early 70s?

A. We ran it, with the assistance of a manager.

77 Q. When you say "we", who are you talking about?

A. Tom Shanahan and myself, Joe was very, very seldom, very seldom he was in there, Joe Murphy.

78 Q. You had already told us I think about The Quarry House?

A. Yes.

79 Q. Did you have any association or interest or involvement in a public house called The Toby Jug?

A. Yes, I had. Joe Murphy bought that, I bought it at public auction for Joe Murphy.

80 Q. Sorry, I should have asked you, Mr. O'Shea, who in fact was the person who bought The Harp Inn, did you buy it?

A. I bought it at public auction, yes.

81 Q. Can I ask you then about The Toby Jug, where was that pub situated?

A. King Street, down below the Gaiety.

82 Q. Can you tell me from your recollection what company purchased The Toby Jug?

A. It was Joe Murphy that, I don't know what company it was, but it was Joe Murphy that purchased it. I purchased it for Joe Murphy and he paid for it.

83 Q. And it was not, I understand from that, an O'Shea and Shanahan company?

A. Oh no, but we ran it for Joe to keep it alive, keep the license alive.

84 Q. For him, yourself and Mr. Shanahan?

A. That's right.

85 Q. And this was bought by Mr. Murphy Snr.?

A. That's correct, yes.

86 Q. And owned by one of his companies?

A. Yes.

87 Q. And you bought it for him at public auction?

A. At public auction, yes.

88 Q. So is it fair to say in addition to the lands that we discussed yesterday in the 70s that you bought for Mr. Murphy Snr., you also bought two public houses, one of which he had an interest in and one which was his entirely?

A. That's right, I forgot that yesterday, sure. I bought so much for him I forget. And the old memory is not that good with me anyway.

89 Q. Can I take you on then to the early 70s and through the 70s, is it fair to say that you were building throughout all of that time?

A. I was.

90 Q. And that the only building company you had was O'Shea and Shanahan?

A. Yeah.

91 Q. And that you were building primarily on lands owned by the Murphy Group of companies?

A. That's right.

92 Q. And can I take you up then to - sorry - throughout this time were you in regular contact with Mr. James Gogarty?

A. No, not that much now, no, not that much, but he used often come out to see us on the site, that kind of stuff, but I didn't have much dealing with him because it was Higginbothan and Stafford that were the chief men there, but Gogarty was the engineer, he was quite a good man.

93 Q. At this stage I think we had looked at the company documents yesterday, Mr. O'Shea, and we had seen that certainly by 1970 that Mr. Gogarty was working for George Milner's company?

A. That's right.

94 Q. Which subsequently became Joseph Murphy Structural Engineers?

A. That's right.

95 Q. He was no longer working with Higginbothan and Stafford; isn't that right?

A. Yes. Well, I think he, I think he was on his way out anyway of Higginbothan and Stafford, if he wasn't out.

96 Q. And by the 1970s Mr. Gogarty was working for Joseph Murphy Structural Engineers?

A. That's right.

97 Q. And if your architects on the Martello Estate were either Sam Stephenson or Conroy and Associates, would it be fair to say Higginbothan and Stafford were not involved in the Martello Estate at all?

A. Oh no, Higginbothan and Stafford were never involved in any estates, only Clonmel up in Ballymun.

98 Q. It is just that you told us earlier that your association with Mr. Gogarty during this time was in relation to Higginbotham and Stafford?

A. Yes.

99 Q. But I think if Mr. Gogarty was working for Murphy at the time and you were using Conroy Manahan or Sam Stephenson, Mr. Gogarty's contact with you during that period would have been through Joseph Murphy Structural Engineers?

A. It was. He didn't have much contact with us at that time, not very much.

100 Q. And can I ask you now, the building relationship you had with Mr. Joseph Murphy, how the system operated when you were building on the Martello Estate?

A. Site fines. We had a building license and we paid, we paid for the, we had - there was a fair good site fine when the house was built.

101 Q. And that was paid to Grafton Construction?

A. I think it was, yes Grafton, it was Brendan Devine anyway that got the cheques.

102 Q. Would the license, Mr. O'Shea, normally specify the number of houses you were licensed to build?

A. Yes, it would go up to 45, or 50 or so, I don't know.

103 Q. Did you keep to that limit?

A. I did not, because there was a relationship between Joe and myself, there was honesty to the relationship between us, that I often carried on until he, he would be over in the other country, and he, in his country as he used to call it.

104 Q. Are you talking about, he was in London at the time?

A. London at the time. That's my country James says. You are a culchie still.

105 Q. But in your relationship with Mr. Murphy then, as I understand it, you would be licensed by the solicitors for Grafton Construction under a legal agreement to build 40 houses?

A. That's right.

106 Q. And then you move onto the site and you might build 60 houses or 70 houses?

A. Maybe less.

107 Q. Maybe less?

A. Yeah.

108 Q. But it was a regular feature of your relationship with Mr. Murphy, that you would build beyond what you were permitted to do?

A. That's right.

109 Q. And Mr. Murphy Snr. didn't have a difficulty with that?

A. No.

110 Q. Would you contact him or telephone him to sort out this?

A. I would yes, when he came to Dublin we had the opportunity, I would tell him that we want to get our contract renewed, there was no problem, it was renewed.

111 Q. Did Mr. Murphy come to Dublin frequently during this period we are talking about?

A. He used to come fairly often, well fairly often. The start he would come fairly often yes. Well, I wouldn't say fairly often, he might come every five or six weeks, you know.

112 Q. Mr. Murphy would come over to Dublin?

A. That's right.

113 Q. You would meet him when he came to Dublin?

A. I would, I would take him out to the airport when he was going home.

114 Q. You presumably would discuss with him what lands if you, you had bought since the last time he was over?

A. That's right.

115 Q. And how you were getting on building at Martello?

A. That's right.

116 Q. And if you had gone beyond your permitted license you would

sort that out with him?

A. Yes, there would be no problem.

117 Q. Would it be fair to say you had a strong relationship of trust with Mr. Murphy?

A. I sure had, yes.

118 Q. As well as that you were good friends and business partners?

A. Yes.

119 Q. This was the system you had in operation from the time you started building on Murphy lands?

A. That's right.

120 Q. Of yourself and Mr. Shanahan who had the better business relationship with Mr. Murphy Snr.? Did Mr. Shanahan know Mr. Murphy Snr.?

A. He did, yes. We were, sure we were mostly always together, you know.

121 Q. And was it normal practice then that you would leave him back to the airport when he was going?

A. Yes, it would be.

122 Q. Were your families friendly at this time?

A. We were. We used to go on holidays, all that kind of stuff, together.

123 Q. And in the early 1970s and the mid-1970s were you only building on the Martello Estate?

A. We were building, the 70s, we were also building in Skerries, and I think we were finishing, we had, we had two sites mostly always going.

124 Q. Right. And the Skerries land was Murphy land also?

A. Yes. I bought it at public auction, but it was Joe Murphy that paid for it.

125 Q. Yes. Did you have the same relationship about building in Skerries that you had in Portmarnock at Martello?

A. That's right.

126 Q. So, it was a regular feature of your relationship, you built beyond your license?

A. That's right.

127 Q. Did Mr. James Gogarty become more involved in overseeing or supervising the building operations?

A. No, he came out, he came out to Skerries I think, he might have come out once or twice and there was a big - it was a like a side of a mountain, Skerries, I don't know if you know Skerries? When you go under the bridge, it is the land on the right there. It was, there used to be skiing in the wintertime, we reduced the levels by eight feet, and Gogarty was saying that we didn't have to do that. Well says I, "you won't put in a road" says I, "it has to be one foot". You put a rise in so many feet you see, you couldn't go up straight like that with a road. So he understood it then.

128 Q. Did Mr. Gogarty become involved in the relationship, the agreement you had with Mr. Murphy about building beyond your license?

A. I don't know.

129 Q. Did Mr. Gogarty come and see the sites at all in the late 1970s out at Martello?

A. 1970s, was that the year that - what year did we part with Joe Murphy?

130 Q. In around 1978, I don't think there is any great issue?

A. No, I don't think he did.

131 Q. I think you had a falling out with Mr. Murphy?

A. I had, yes.

132 Q. Would you like to tell us what lead up to the falling out you had with Mr. Murphy?

A. I tell you, we were getting on very well with Joe Murphy

but as far as I understand Gogarty was put in charge of everything here, and he seemed to be showing his authority a bit, you know? Our sites value was, should be more and all that kind of stuff. So I explained to him, "by Jaysus" says I, "we had to put a drain down to the low water" says I, "that cost a lot of money". We had to get a subcontractor in to do it and the roads were very expensive here, you know? But he listened to that anyway, that's all.

133 Q. When you say you were talking about how you had to put a drain down to low water, was that the --

A. Surface water drain.

134 Q. Yes, and you discussed that with Mr. Gogarty?

A. I did, yes.

135 Q. And was that a drain that would provide for taking surface water off a great deal more land than the land you were actually building on?

A. It would, yes. It would indeed.

136 Q. Yes. So when Mr. Gogarty came out to you he was complaining about the site fines; is that right?

A. Well yes, the matter of fact, he was complaining about site fines, he was kind of getting bloody awkward.

137 Q. Mr. Gogarty was getting very awkward?

A. Yes.

138 Q. How did matters resolve themselves, did you go to Mr. Murphy Snr. and say "Mr. Gogarty is getting very awkward"?

A. I tried to contact Joe at the time but I think he was away out in the Channel Islands or something at the time, if I am not mistaken, but I couldn't contact him at all. I couldn't contact him at all to talk to me about it, you know?

139 Q. So the only person you were able to talk to about this was

Mr. Gogarty?

A. Mr. Gogarty, yes.

140 Q. What was Mr. Gogarty's view of the way you were operating under the license you had?

A. Well, he made out that I was getting it too cheap or something like that.

141 Q. Did he have a difficulty with you building beyond your license?

A. Yes, he had yes, that was, he did, yes. He used to come out every day, and the lads used to tell me, "he was watching us putting down sites".

142 Q. When you say "putting down sites" do you mean laying out the site?

A. Laying out the foundations, you know.

143 Q. He would come out and check to see where you were building?

A. That's right.

144 Q. And I presume to check whether it was within the boundary of the license that you had?

A. That's right.

145 Q. And during this period where Mr. Gogarty was so checking up on you, did you exceed the license, did you go beyond the license?

A. I had, yes.

146 Q. You had exceeded the license?

A. I had, there was people living in the houses that I had exceeded.

147 Q. And what did Mr. Gogarty do about this?

A. What did he do about that? Yes, he wrote me letters to, told us that we were trespassing on the land and all this kind of stuff, so I showed the letters to my solicitor, Orpen Franks at the time, Leslie Mellon, and he says "where were you?" - "what number?" - I showed him the plan.

"What number were you to go to?", I told him such a number, "there" says I, "I am built a way up here now".

"Sure when you went beyond, we'll say the 130 or whatever, we'll put a figure on it, it is then he should have stopped you". So we kept putting on our, putting down our sites because he told us that we were quite entitled to because we, when you go, as he said, you can't stand idly by.

148 Q. So, as I understand it, you got correspondence from Mr. Gogarty saying you were trespassing?

A. I did, yes.

149 Q. You took it to your solicitor and he said effectively to you that if the man, if Mr. Gogarty wanted to stop you he should have stopped you before this?

A. That's right.

150 Q. Your understanding of the matter following that meeting was that you should build on?

A. Yeah.

151 Q. Did you build on?

A. When I went - I did, yes. When we had the foundations down, he got a Court Order then to stop after such a time.

152 Q. Was that the next thing that happened then, Mr. O'Shea?

A. He got some kind of an Order, I don't know, it was a Court Order, I think it must be a Court Order. We stopped then.

153 Q. Right. And during this period when these difficulties were going on, did you manage to make any contact at all with Mr. Murphy Snr.?

A. I did, I tried but he was out in the Channel Islands or somewhere like that and I couldn't track him.

154 Q. Did you try to contact Mr. Liam Conroy at all about these problems?

A. No, no. Oh Liam Conroy? No I did not, no.

155 Q. Did you contact, the only person therefore do I take it,

that you contacted or dealt with was Mr. James Gogarty?

A. James Gogarty, yes. He contacted me with his letters.

156 Q. Yes. Did you try and discuss these difficulties in anyway with Mr. George Redmond?

A. Oh no, I didn't. George Redmond - I don't know did I know George Redmond at all at that time?

157 Q. Did you discuss them or see was there any solution to them with Mr. Jack Manahan who was your architect at the time?

A. He was, but I mean he could do nothing, that kind of stuff. I probably did, yes.

158 Q. So you think that some type of Court Order was obtained and you had to stop building?

A. That's right, something obtained anyway.

159 Q. And I think then there was a number of meetings to try and resolve the matters that had arisen. Do you remember any meetings in your solicitor's offices or accountant's offices in late 1978?

A. I can't.

160 Q. Well, I will show you some documents, Mr. O'Shea, they might refresh your memory about meetings that took place to try and resolve the difficulties that had arisen?

A. I can't remember that at all now.

161 Q. The first document, Sir, is at, these documents are at Tab 6 in the document circulated. The first document bears the reference JG 1-2, and it will be 2 and 3?

A. Read it out to me.

162 Q. I will read it out to you, Mr. O'Shea. I will give it to you, if you prefer me just to read it?

A. I prefer you just to read it.

163 Q. We will put this up on the screen, Sir.

A. The screen is no use to me.

164 Q. It is meeting No. 1?

A. Go ahead.

165 Q. It is written at the top of it. And it appears that there were three such meetings, but this is the first in time?

A. Yes.

166 Q. All right. The date is the 25th of October of 1978.

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MR. HERBERT: Mr. Chairman, I know to a certain extent that you pointed out that most of this is historical and prior to your remit in this Tribunal, but because it may be used or attempted to be used to establish a sort of a course of dealings or some sort of precedent, and I don't wish to be constantly interjecting about leading questions, I still am very apprehensive and concerned about the way this matter is now being presented to this witness.

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MS. DILLON: The witness has said --

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MR. HERBERT: He is being asked to comment on a document, I don't know what the provenance of this document is, I don't know whose document it is who created it. He hasn't been asked to say whether he recognises the document. I don't think, Mr. Chairman, he should be allowed to see and read this document. It might be a bit too late in my endeavors here, because I think he already has, without all of this being established.

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It is not for the sake of being difficult or argumentative that I am interjecting in this fashion, but it does concern me, Sir, in the manner in which the matter is being presented.

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MS. DILLON: This document, Sir, appears to be a

contemporaneous record of a meeting that took place in
October of 1978. This witness has --

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MR. HERBERT: Whose contemporaneous --

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MS. DILLON: It is a document in the James Gogarty
discovery, it, appears to be a Denis McArdle document
because it is signed by Mr. Denis McArdle who was solicitor
at the time to the Murphy Group of companies. It was not
discovered in the Joseph Murphy discovery, but did appear
in the James Gogarty discovery, and has been seen and
inspected as long ago as January of this year by the Murphy
Group of companies on foot of the reciprocal arrangement
that was made on the 14th of January, 1999.

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This witness has given evidence viva-voce of the fact that
there was a breakdown in the relationship between himself
and Mr. Murphy Snr., that there was a falling out in that
relationship, that he was served with a court order that
prevented him going on building in the manner to which he
had become accustomed, and we are now looking at how and in
what circumstance the matter may have been resolved. I
have absolutely no difficulty in leaving the documents
aside for a moment and asking this witness what he
remembers about how this was sorted out, and use the
documents to clarify what --

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MR. HERBERT: I will object to that, Mr. Chairman - once
again My Friend can ask this witness.

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CHAIRMAN: Just a moment, the witness is doing his very
best to assist the Tribunal and has been most

informative.

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MR. HERBERT: Yes.

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CHAIRPERSON: This document, and I am only looking at it for the first time I want to say.

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MR. HERBERT: Me likewise.

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CHAIRPERSON: It appears to be a memorandum of a meeting relating to agreement or an agreement being reached by a number of people, and the parties to the meeting were Denis McArdle, the late Denis McArdle, he is to all of our knowledge the solicitor to JMSE; Roger Copsey, to all of our knowledge was at one time the Chief Executive, he may have been the financial controller.

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MR. HERBERT: Never Chief Executive, Sir, he was a director, a financial controller.

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CHAIRPERSON: Financial controller. Brendan Devine was the accountant, not so much the accountant, yes, to Mr. Murphy himself, rather than to JMSE, had a different accountant, Bates & Company I think it was. Noel Fox and Leslie Mellon are both well-known, one is an accountant and one is a solicitor, one was an accountant and a solicitor. O'Reilly of Messrs. O'Shea and Shanahan, I don't know who they are, presumably he is a staff member. All the documents appear to be signed by Denis McArdle at the bottom, and on the final one appears to be signed by Denis McArdle on behalf of Grafton Construction Limited, and I can't quite read it, I think it is Danore Limited.

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MR. HERBERT: I don't know what that is at all, Sir, what its relevance to this --

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CHAIRMAN: I am told it is a JMSE company.

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MR. HERBERT: Well, I don't know, Sir, it is not this witness, it is not this witness' document. He can give us no help on it. He can tell us what he remembers, if he can remember anything at all about these, if not I'm afraid this document is going to have to be proved through other witnesses, be it Copsey. It could have been put to Mr. Devine, he gave evidence or he can be recalled I suppose. I don't know who the other gentlemen are. Unfortunately we can't put it to Mr. McArdle any more, so it seems to me that to ask this witness to comment on this document, I might well ask him to comment on a treatise by Galileo. He knows nothing about it and couldn't know anything about it, it is not his document.

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CHAIRMAN: It may not be his document, I would certainly say he knows a great deal about it, looking through what it is dealing with. This gentleman is nobody's fool, he knows exactly what was happening to his business affairs.

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MR. HERBERT: Let him tell us, I have no objection to him telling us, it is the document.

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CHAIRMAN: We will take it on that basis, Ms. Dillon, I think you might use it as an aide memoire to get the information.

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MS. DILLON: Yes, it seems to me, Sir, and present at that the meeting, the meeting refers to the following people: Mr. Denis McArdle, Mr. Roger Copsey, Mr. Brendan Devine, Mr. Noel Fox, Mr. Leslie Mellon, Mr. O'Reilly, Messrs. O'Shea & Shanahan, if it transpires this witness was at that meeting he is perfectly entitled to read the document and deal with it in any fashion possible. If he wasn't, the document can be used as an aide memoire.

.
I would like to make a point here, Sir, about this. All of the witnesses who have come before this Tribunal have had documents, not their documents, put to them for comment and they have been put by the Murphy companies, and indeed we had a situation here in the recent past where a document was being put to a witness recently which hadn't been discovered to the Tribunal.

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There has been a very flexible arrangement, because this is a Tribunal of fact. In a court of law where the rules are more strictly applied the approach of My Friend might find better favour, but the admission of evidence and the weight to be attached is a matter solely for you, I would submit, Sir, in view of the age of this witness and because this is a relevant document to which no objection has been taken and which has been inspected by the Murphys in January of this year, that this is a document which the witness should be allowed read and which I should be allowed to go through with him in its entirety.

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MR. HERBERT: Mr. Chairman, I am formally making an objection, I want a ruling on my objection, not again out of perverse but because we could keep having these

arguments forever. You know the basis for my objection. I understand this is a Tribunal and not a court of law, but there has to be at some stage some semblance of a witness giving evidence. He can give any evidence he wishes, but to take his through this document and comment on it, Sir, I could not accept that, it is totally beyond the bounds of any known form of forensic activity. I must ask you for a ruling on this point.

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CHAIRPERSON: Ms. Dillon?

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MS. DILLON: I just want to remind you that last week the Murphy Group of companies attempted to put a letter to Mr. Gabriel Grehan in the witness-box, which was a letter from Mr. Frank Reynolds to AIB in Talbot Street, which was not a document the witness could have known anything about but which apparently there was no difficulty in putting the letter. The objection was raised by the Tribunal relating to, not the letter being put but to the fact that it hadn't been discovered. I find it a little strange that this objection is taken now in the light of that attempt by Mr. Cush in relation to the evidence of Mr. Grehan.

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MR. HERBERT: Sir, I am making an evidential objection and not a comparative objection, and I want a ruling on the evidence, Sir, please.

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CHAIRMAN: Ms. Dillon?

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MS. DILLON: Yes, Sir.

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CHAIRPERSON: I see the point you are making. As you are

aware, that I don't have a pre knowledge of all the documents that are put to a witness. I am, generally speaking I know what's going on but not in advance, I don't know it in absolute detail.

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The first thing that occurs to me is this: This appears to me, insofar as I know what it is, I have it for the first time, it appears to me to be the terms on which a solution, if I may put that way, to problems which arose between the Murphy company and O'Shea and Shanahan, were resolved.

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MS. DILLON: That's correct, Sir.

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CHAIRMAN: That's what I find in my quick reading over it, I just read it very quickly. It is, I suppose, technically true that you have to prove this by presence of one of the signatories and the signatory that we know of is dead.

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MS. DILLON: That's correct, Sir.

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CHAIRPERSON: Presumably you could prove it by calling Mr. Devine or Roger Copsey or, I think Leslie Mellon is dead, Noel Fox I think is dead. But the reality of this is what you are seeking to establish is a sequence of events. What I suggest you do is you put the, the substance of the document to him, ask him does he agree and you get the same result as putting the document to him. I think that's the way to do it in an informal way.

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The weight to be given to this document, it is really part of the historical sequence, as I understand it at this

moment. I am not going to find a major finding based on this document, so I don't think we should spend time debating it, just get the information on the record, for what it is worth.

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Now, I do appreciate that you have, I assume a purpose in mind. I am not, at the moment party to, so I will hear it in due course and understand it.

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167 Q. MS. DILLON: Yes. Thank you, Sir. Mr. O'Shea, you had, I think you have told us, a falling out with Mr. Murphy. You were threatened with litigation, I think you told us there was a Court Order obtained?

A. That's right.

168 Q. And as I understand, and correct me if I am wrong, that Court Order was in relation to you building beyond your permitted limit?

A. That's right.

169 Q. Did, were you requested by Mr. Gogarty to increase the site fines, did you have a discussion with anybody?

A. No, I had not, no. Proceeding as we went, always, because Joe Murphy agreed to that and he never objected.

170 Q. So the difficulty that arose was a difficulty over you building beyond your license?

A. I suppose it was, yes. Well, yes, well he wanted to show his authority, that kind of stuff, that he was the boss now and I would have to stand by what he would say.

171 Q. Right. So the, when you say "he", you are referring to?

A. Oh, Gogarty. Gogarty.

172 Q. Right. So a Court Order you think was obtained against you?

A. Something like that anyway came in, I forget what it was.

173 Q. Can you tell me first of all how you solved matters in 1978 about that Court Order?

A. How I solved it? There was no solving in this.

174 Q. How was it sorted out?

A. Wait a while now. I think, I think there was - I think we had a meeting with Murphys' accountants. I don't know whether, they were English men anyway, big tall fellows and --

175 Q. Can you remember who was at that meeting?

A. Our accountant was there anyway, he was some young fella, and Tom Shanahan and myself and those big tall fellas from England, you couldn't keep their mouth shut. Nobody could open their mouth while he was talking so, our solicitor, our accountant was very sick of it anyway.

176 Q. And what did your accountant do at this meeting?

A. Well, he only just said, when they were exhausted he said, "you pick like a canary" he said, "and you shite like an elephant".

177 Q. And --

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CHAIRMAN: Yes.

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178 Q. MS. DILLON: And at this meeting can you remember the English accountants?

A. They walked out anyway.

179 Q. Who walked out?

A. The two tall fella's walked out.

180 Q. These tall English gentlemen, were they representing Murphys?

A. They were of course,.

181 Q. Can you remember their names?

A. I heard the name of Copsey there, I think Copsey could be

one of them, I don't know who was the other fella.

182 Q. If I give you a number of names, I am trying to establish who was at the meeting. Do you remember if a Christopher Oakley --

A. I don't know, I don't remember any Christy, Christopher Oakley.

183 Q. Or an Edgar Wadley?

A. I think, Wadley, I don't think he was at that meeting at all, I think I met him before.

184 Q. Yes. But the meeting ended in disarray anyway?

A. It did.

185 Q. They walked out of the meeting?

A. They walked out.

186 Q. After your accountant made this remark?

A. Yes, that's right.

187 Q. Was there another meeting then to try and sort the matter out and resolve the dispute?

A. I can't think, I don't know what happened. I don't know what happened after that now.

188 Q. But ultimately the matter was sorted out?

A. It was sorted out anyway, oh, yes, it was sorted out anyway - I think it was sorted out at some other meeting anyway, but I forget what was sorted out anyway.

189 Q. Did you attend a meeting in Stephen's Court? Can you remember that in the offices of Brendan --

A. I did, yes.

190 Q. Can you remember who was at the meeting? Were you at that meeting?

A. I was at that meeting and Copsey was at it, that's right, and Leslie Mellon our solicitor at that time.

191 Q. And -- a Mr. O'Reilly, do you remember a Mr. O'Reilly being at that meeting?

A. O'Reilly? I can't, I can't think of an O'Reilly at all.

192 Q. Was he your accountant by any chance?

A. O'Reilly wasn't our accountant, no. Noel Fox was our accountant.

193 Q. And what was the purposes of that meeting?

A. It was to straighten out the sites, that we were allowed to build on any site, any foundation that we had put in, and we were allowed at that meeting anyway, I kind of forget it. We were, I think Noel Fox was handling that and we were allowed to build on the sites, and I think there was some arrangements then about the other sites, and I think we built on them too and there was nothing left.

194 Q. But as a result of these meetings were heads of agreement made between yourself and the Murphy companies?

A. Was there? No, I don't think so, I don't think so. No.

195 Q. Did you sort out all of the matters?

A. Everything was sorted out there anyway.

196 Q. At those or following those meetings?

A. Yes, following those meeting. We had no more dealings with Joe.

197 Q. Following these meetings you had no more dealings with Mr. Murphy?

A. None whatsoever, no.

198 Q. And you didn't --

A. No, I did. I tell you I met him, I wanted to meet him because when we were putting in the drains we were going through rock and there was land, about nine acres, that we knew would be zoned and we went down 14 feet of rock to facilitate that land, and I met Joe in the Shelbourne and we had a jar and I asked him about, I told him "we went down 14 feet of rock", says I, "to facilitate that land up there, would you sell it to us?". "Oh", he says, "talk to

Gogarty". Sure I might as well have been talking to a Jack ass.

199 Q. Mr. O'Shea, I would like you to come back to the meetings in November, okay? I think the meeting you are talking about with Mr. Murphy, about wanting to buy the nine acres, I think that took place later, did it?

A. Later.

200 Q. So if we try and keep it in time sequence?

A. I forget time.

201 Q. Would you like a break, Mr. O'Shea?

A. I think I would because --

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CHAIRMAN: Right, we'll have a break, ten minutes.

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THE HEARING THEN ADJOURNED FOR A SHORT BREAK AND RESUMED AS FOLLOWS:

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CHAIRMAN: When you are ready Ms. Dillon?

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202 Q. MS. DILLON: Now --

A. Before I start, I would like to apologise for what I said about Jim Gogarty, calling him a Jack ass. He is far from that, he is a very smart man, and I apologise, I am very sorry for saying that.

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CHAIRMAN: Thank you very much. That's very kind of you. Thank you very much.

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203 Q. MS. DILLON: Now, just before the break, Mr. O'Shea, we were talking about the difficulties that you were having and the resolutions of those difficulties, and I think we had discussed that you had gone to meetings to try and

resolve these difficulties, and you had described quite graphically to us one of those meetings in which there had been a walk-out by some people at the meeting; isn't that right?

A. What meeting was that now?

204 Q. I think you described before the break a meeting you were at which ended in some disarray, when I think some English people walked out of the meeting?

A. Yes, that's right.

205 Q. Now, following that meeting?

A. Yes.

206 Q. I think we had discussed the fact that some other meetings took place to try and sort out the problems?

A. Yes, there did. They did, yes, there was other meetings that, Noel Fox was in it and we straightened it out, we straightened it out anyway.

207 Q. Yes. I want to show you now the document that I think I gave, you were given previously which is the, a record of the meeting on the 25th of October of 1978, and I want you to mention the names of the people, and I want to ask you whether you were present at that meeting.

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MR. HERBERT: Mr. Chairman, I object.

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CHAIRPERSON: Well, since the objection certainly may well be well founded in due course, but he is certainly entitled to be asked was he at the meeting.

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MR. HERBERT: Yes, of course he, he certainly can be asked, he can be asked who does he recall was at the meeting, where did the meeting take place, what happened at the meeting. I cannot have any earthly objection to such

question, in fact I allow a liberal manner of them being put, it is just that he is being handed a document to read, and I take it this is what was agreed at the meeting.

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MS. DILLON: At the moment all I am doing is trying to establish does he recollect a meeting and were the persons named at the top of the document present. We can deal with Mr. Herbert's objection if and when it becomes relevant.

A. I often met Mr. Denis McArdle. Mr. Roger Copsey and Brendan Devine, Noel Fox, Noel Fox was never at a meeting there because if he was he would tell me, because I had contact with Noel always. Leslie Mellon, Mr. O'Reilly, who is Mr. O'Reilly? Messrs. O'Shea and Shanahan. We weren't at the meeting at all.

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MR. HERBERT: That's the end of it.

A. For Christ sake, there is no good, sorry for using the language, that's the only language I know.

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208 Q. MS. DILLON: Mr. O'Shea, that's quite all right. You remember there were a number of meetings, you have described one meeting to us at which certain people left; isn't that right?

A. Yes, I told you that.

209 Q. Before the break. You agreed then that a number of other meetings took place after that meeting?

A. Yes.

210 Q. Were you present at those meetings?

A. What meetings were they now?

211 Q. Can I ask you do you remember ever being present at a meeting in the offices of Stephen's Court, the offices of

Brendan Devine?

A. Yes I was, but our solicitor was with me at that time which was Avril McArdle, not - but Leslie Mellon --

212 Q. He was your solicitor. You knew Mr. Denis McArdle?

A. I did, I had dealings with him before that, Denis wasn't at it.

213 Q. All right. So you had a meeting in the offices of Brendan Devine?

A. Brendan Devine, that's correct, yes.

214 Q. That you remember?

A. I do, yes.

215 Q. And do you remember being at that meeting with Mr. --

A. I do, yes, I remember that quite well.

216 Q. Was Mr. Shanahan at that meeting?

A. He was yes, the both of us were there.

217 Q. Mr. Brendan Devine, was he at that meeting?

A. I am not sure, I can't say. I can't say that now, he probably could, I can't remember him to be there.

218 Q. Do you remember Mr. Denis McArdle to be at the meeting?

A. No, I don't think so, Denis McArdle was at the meeting, no.

219 Q. Right. So at the meeting that you recollect taking place in the offices of Mr. Brendan Devine, what was being discussed?

A. Well, I tell you what was being discussed now, Mr. Copsy or this tall fella from the other country, he was acting for Joe Murphy and what was discussed was, that there was some land bought, that he wasn't happy with the title, and when we were buying that land, I explained to Joe what was wrong with it and Joe said "buy it anyway", he says, "all right, we'd get that straightened out", so my solicitor got very annoyed with him and he used a bad word, I won't use it, and we walked out. And he apologised to Brendan

Devine the following morning, that he was sorry for walking out of their office, but he said "I couldn't stick that any longer". So, I don't know what happened after that then.

220 Q. So if we go back to deal with the O'Shea and Shanahan shares, you were a one-third holder in O'Shea & Shanahan?

A. Yeah.

221 Q. So was Mr. Tom Shanahan and so was Mr. Joseph Murphy Snr.?

A. That's right, well done.

222 Q. I think the company records we went through yesterday shows ultimately that there were only two shareholders in that company?

A. When we parted with Joe.

223 Q. When you parted with Mr. Joseph Murphy?

A. That's right.

224 Q. I think you parted, did you tell us you parted in 1978?

A. It must be something like that.

225 Q. So one of the things you had to sort out was the shareholding and ownership of O'Shea & Shanahan, isn't that right, Mr. O'Shea?

A. I suppose, I think so, yes, my legal people were handling that.

226 Q. I accept that. Also, you were a director and a holder of one share in Grafton Construction up to this point; isn't that right?

A. Is that right? I quite possibly was.

227 Q. And that had to be sorted out also, didn't it?

A. Yeah.

228 Q. Right. So --

A. They did all that, I kept clear of it, I was doing my own work.

229 Q. And there was, The Harp Inn I think you had told us, the pub in Swords, that was bought?

A. Yeah.

230 Q. Was a one-third, one-third, one-third arrangement also?

A. Correct, yes.

231 Q. So you and Mr. Shanahan had a one-third share in The Harp Inn?

A. Yeah.

232 Q. And that had to be sorted out?

A. I suppose it had, yeah, I couldn't tell you.

233 Q. And you were building under license for Mr. Murphy?

A. I was, yeah.

234 Q. And you had houses started?

A. Yeah.

235 Q. And that had to be sorted out?

A. Yes.

236 Q. So were these all matters that were being discussed by your legal people at meetings that took place in 1978?

A. I don't know, I forget what happened now to be honest with you.

237 Q. Right. But if I can take you a step forward and then we will come back to the meetings to see if that will help you before I put the documents to you. Following the resolution of the matters or it being sorted out, did you resign as a director of Grafton Construction?

A. I did, yes.

238 Q. Did you hand back your one share that you held in Grafton Construction?

A. I did, yes, I resigned from any company, we were advised by our accountant to resign from any Murphy companies.

239 Q. Yes. Did Mr. Murphy resign as a director and shareholder of O'Shea & Shanahan?

A. I suppose he did. He was no longer, we were finished with him then, yes, we were finished with Joe then.

240 Q. So the purpose of these meetings was to resolve all intercompany matters and to resolve the matters between yourself and Mr. Murphy?

A. I suppose so, yes.

241 Q. So it wasn't just dealing with the question over the site fines. It was a complete split in effect between yourself?

A. Complete split.

242 Q. So the purpose of these meetings in 1978 was to resolve issues much wider than the site fine issue --

A. Yeah.

243 Q. -- at Martello?

A. Yes.

244 Q. And you dealt with, The Harp Inn had to be dealt with as well?

A. Yes.

245 Q. Isn't that correct?

A. I suppose it had.

246 Q. And you have told us yourself and Mr. Shanahan were running The Toby Jug which was Mr. Murphy's pub?

A. That's right.

247 Q. And by any chance can you recollect in whose name was the license?

A. That was in whatever Joe Murphy's companies, I don't know what company it was.

248 Q. But you had an involvement in The Toby Jug?

A. Yes, we ran The Toby Jug for Joe.

249 Q. Because there was a complete split that would also have to be resolved?

A. What do you, come again please?

250 Q. If you were resolving all matters between yourself and Mr. Murphy at this time that was one of the matters that would

have to be --

A. I expect it would be, yes.

251 Q. And were you also at that time interested in buying sites for Mr. Murphy?

A. I think I told you before that there was a bit of land that we knew would be, would be zoned because there was adjoining the site, about nine acres.

252 Q. Is this the nine acres which adjoined Portmarnock?

A. That's right. I think - we went down through, I think I told you before we went down 14 feet through rock to facilitate that land.

253 Q. Yes. I think you told me before the break that that discussion with Mr. Murphy about those nine acres took place after everything else had been resolved?

A. Yes, that's right.

254 Q. All right. Now, we are dealing with the issues you had to sort out in 1978?

A. '78.

255 Q. Yes. Between yourself and Mr. Murphy's companies?

A. Yeah.

256 Q. You have agreed with me there was an issue about The Toby Jug, there was an issue about The Harp Inn in Swords, there was the issue in relation to the sites, there was the issue of you being a director of Grafton Construction, there was an issue in relation to Mr. Murphy being a director and shareholder in O'Shea & Shanahan and there was, you were involved with The Toby Jug on behalf, I think of Mr. Murphy?

A. That's right.

257 Q. You also, I think, owned land at Poppintree; isn't that right?

A. Yes, I had four acres in Poppintree, I bought that from

Joe, for workshops there.

258 Q. Was any property belonging to the Murphy companies stored in Poppintree?

A. There was steel stored there.

259 Q. So that was another issue you had to resolve?

A. That was taken away. I remember that, that was taken away by some firm in the North of Ireland, had been taken out before, it had been removed before we had any disagreement at all whatsoever, because the knackers were coming in and pinching the steel and they were pinching our stuff too.

260 Q. Yes. But Mr. Murphy was, Mr. Murphy's companies were storing steel at Poppintree?

A. That they were, yeah.

261 Q. All right. Did you around this time in 1978 buy a large number of sites from a Murphy company?

A. In 19 - I didn't, I never bought sites from Joe Murphy. No, I didn't buy them at all, I built on the license for whatever we built. Where was this?

262 Q. I think it was probably Martello, but I don't want to mislead you, I think it was probably Martello?

A. No, we never bought, Joe never sold any land to us, he built on the license agreement.

263 Q. Yes. The first memorandum of the meeting of the 24th of October of 1978 deals with the issues that I have --

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MR. HERBERT: Mr. Chairman, I object. I plead, I object, Mr. Chairman. We must listen to what the witness is saying, and the witness cannot be harried or bullied by any means into changing his testimony, particularly by being read a document which we don't know the provenance of or what it is or where it came from or what it is supposed to recall.

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The witness has said he never bought any land from Mr. Joseph Murphy. That he never sold them any land, that he built under license agreement.

A. That's right.

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MR. HERBERT: If My Friend wants to challenge Mr. O'Shea on this then let her challenge it in the usual way, in a straightforward non ambush style, and I am sure the man will deal with it.

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CHAIRMAN: Wait now, there is no ambush involved. If you look at the document, the 25th of October of 1978, it may be that the form of question doesn't relate to the document. If you take into account the evidence, and it's common case as far as you are concerned that you bought lands, licensed it for building purposes and got a fine in due course.

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MR. HERBERT: Yes, that was the perfectly normal way.

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CHAIRPERSON: If you look at paragraphs 16 and 17, that seems to be capable of being explained by being the, as it were, the finalisation of that situation.

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MR. HERBERT: But, Sir, the - this witness has disagreed for instance with the people who were present at the meeting, according to the heading of the document. He says he knows nothing at all about it, he wasn't at the meeting, though it purports to suggest he was. Then, Mr. Chairman, if you read on, at JG 1-4 you find --
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CHAIRMAN: Wait now, where is that?

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MR. HERBERT: It is the next document in the same heading, but it is a month later.

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CHAIRMAN: Yes, the resumed meeting.

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MR. HERBERT: A month later almost. Then if you read on again you have JG 1-7, another meeting on the 14th. So I don't know what all this is.

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CHAIRPERSON: Isn't it manifest that these documents are the progression of a, what's best described as a "settlement conference"?

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MR. HERBERT: I don't know, Sir.

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CHAIRPERSON: All right. If you don't know.

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MR. HERBERT: I don't know what they are. They are Mr. Gogarty's documents, they are not my documents, I don't know what they are. I have never seen them before in my life. The first time I saw them is now.

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MS. DILLON: The documents have been available for inspection.

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MR. HERBERT: I am sure, Mr. Chairman, there are tens of thousands of documents available for inspection, I have never seen them before in my life.

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CHAIRMAN: Just a moment please, I am trying to get on

with this, the essence of this without going to form. It is manifestly clear, and it is common case that there was a settlement of outstanding issues on the break up, isn't that so?

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MR. HERBERT: Sir, I didn't know that as of this morning. One of the questions I intended to ask this witness was how did he and Mr. Murphy come to go their separate ways, was there a settlement? What happened to Mr. Murphy's one-third share? That's how far I knew about the terms of any settlement. I have never seen these documents before in my life.

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MS. DILLON: It might be simpler if I put to this witness what Mr. Murphy said in evidence in Guernsey, I have no objection to dealing with that now, it, might be simplest. I would simply like to say that in relation to the submission by Mr. Herbert, that I have harried and bullied and I am ambushing this witness, simply for the record, I don't think I have harried or bullied or ambushed this witness, if I have in anyway done so to this witness I am happy to apologise to Mr. O'Shea.

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CHAIRMAN: Let me assure you it would be quite impossible to harry or ambush this witness, in anyway, he is quite capable of looking after himself, without anybody's assistance.

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MR. HERBERT: Sorry, I also withdraw the words, Mr. Chairman, spoken in heat rather than in light.

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CHAIRPERSON: What, I am interested in trying to resolve

this situation, this seems to be a document which is of assistance to the Tribunal insofar as it relates to the break up and finalisation of the relationship. I am not too certain that it --

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MR. HERBERT: Could I make a suggestion, Mr. Chairman, to try to be positive: Would you leave this document alone until 2 o'clock, in the interval I will take instructions from, over lunchtime, and I might be able to see somebody, maybe Mr. Copsy, or somebody who can tell me something about it and we may be able to resolve this without any further ranker.

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CHAIRMAN: I will tell you what we will do, we will do it in a different way. We normally rise from one to a quarter past two. We will rise today from 20 to one until two o'clock and achieve the same rule. The whole point of that, Mr. Herbert, that manifestly would appear to have the genesis of the terms of settlement in which the parties reach --

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MR. HERBERT: Sir, let me take instructions.

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CHAIRMAN: If you could ascertain that, then we get a situation where he can be brought through, "Did this happen"? "Did this happen?".

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MR. HERBERT: Correct.

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CHAIRPERSON: We establish it without delay and we get a practical result.

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MR. HERBERT: I will do that now immediately.

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MS. DILLON: In the meantime I will put to him for the record what Mr. Murphy said to us, what he said in Guernsey which is in the transcript, because the situation has been brought to a head, as it were. The transcript is Day 92, the question is 152.

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Day 92 A, and it is Question 158. And I wonder could a copy be made available to My Friend, that wasn't exactly the friend I was talking about, Sir, it was to counsel on behalf of Mr. O'Shea.

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CHAIRPERSON: Have we got a spare copy?

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MR. CREEGAN: Thank you.

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264 Q. MS. DILLON: We should take it from 152. Which is on page 21 of Day 92 A.

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Mr. O'Shea, I am going to read you part of a transcript of evidence Mr. Murphy Snr. gave in Guernsey?

A. That's all right.

265 Q. And I am going to ask you then for your comments in relation to that, and the matter that's being discussed in the transcript is the falling out that took place between yourself and, your company and Mr. Murphy?

A. Yeah.

266 Q. All right. And I will start at Question 152.

.

"Question: Have you any idea when or why O'Shea & Shanahan ceased to be building on your lands? Did you have

a falling out with them?

Answer: I had a falling out with them, yes.

Question: And what year was that, can you remember?

Answer: I haven't a clue. I tried to but --

Question: Not to worry.

Answer: Years don't seem to register at all.

Question: I may be able to help you with that. I take it that after the falling out Mr. O'Shea and Shanahan ceased to be directors of Grafton Construction following upon that falling out; is that right?

Answer: That would be, I suppose, I don't know. That would be normal I suppose.

Question: And they resigned as directors of that company in 1978, would that accord with your recollection at this point?

Answer: That would be about it.

Question: So you had a relationship in relation to lands and building between 1965 and about 1978, is that so?

Answer: That would be, I mean, I don't remember the period.

Question: Right. You say that they were unhappy about your reducing the ground rents or abolishing ground rents, were there any other reasons for the falling out that broke up this relationship?

Answer: I think the prices for the plots, the sites, they were very low in comparison to other sites that were similar in Portmarnock. I think I was getting about half the price of what was going on in the other surrounding area. Some builders were Farrelly or something, that was paying a high price for it.

Question: I see. And did that builder move on to build on the lands that you had after O'Shea and Shanahan ceased

to build on them?

Answer: I think, I think that some of the builders". And then it breaks.

.

Now, that deals with Mr. Murphy's evidence in relation to the falling out that took place?

A. That's right.

267 Q. Between your company and Mr. Murphy's companies?

A. Yes.

268 Q. And he says that the reason for the falling out were the ground rents?

A. I don't remember anything about ground rents because I think Joe wasn't very particular about collecting ground rent at all, he said it was the wrong thing to be done. I think it was Jim Gogarty that was on about the ground rents.

269 Q. Right. And the other issue was the site fines?

A. Well, the site fines were reasonable, but we had an awful lot of ground work to be done, including that big drain down to lower water, which I told you before. That cost an awful lot of money, so he, Gogarty, didn't take that into consideration at all, I don't know was he aware of it even.

270 Q. So Mr. Murphy accepts there was a falling out between the two companies in 1978?

A. We resigned from all his companies. We were advised by our counsels to resign, our auditors.

271 Q. And Mr. Murphy resigned; is that correct, from O'Shea & Shanahan?

A. I suppose he did, I forgot about that.

272 Q. So that all of the matters that were in dispute between your companies, your company and Mr. Murphy's companies

were being dealt with in 1978?

A. I expect so, yes, that's right.

273 Q. Would it be fair to say that afterwards there was a split?

A. A split.

274 Q. A split between yourself --

A. I suppose there was, yes. We stopped building there,
that's right. I think I told you that before.

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MR. HERBERT: Mr. Chairman, I beg your pardon, if I am to
have any chance of getting to anybody before lunchtime, can
we break now?

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CHAIRMAN: I will rise now, we will sit at 2 o'clock as
distinct from quarter past two, so we'll get the same
result. Thank you very much.

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THE HEARING THEN ADJOURNED FOR LUNCH.

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THE HEARING RESUMED FOR LUNCH AS FOLLOWS:

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BARTHOLOMEW O'SHEA RETURNS TO THE WITNESS-BOX AND CONTINUES
TO BE EXAMINED BY MISS DILLON AS FOLLOWS:

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MR. HERBERT: Mr. Chairman, I have instructions that you
may have, take these documents, de bene esse. Nobody can
confirm to me whether they are final and concluded
documents or give me much help or information as to the
terms they contain, but the general agreement is, Sir, that
you should have them and to make what use you yourself, in
your wisdom, see fit of these documents.

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CHAIRMAN: So-be-it we will work on that present basis.
They may be of very little assistance for all I know until
we see the end product. We will take them on board as you
say, de bene esse. Very good.

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275 Q. MS. DILLON: Mr. O'Shea - I would like to thank Mr.
Herbert.

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MR. HERBERT: A pleasure. Thank you.

276 Q. MS. DILLON: Mr. O'Shea, I don't know whether you still
have the documents that I gave you. I think we may have
taken them back from you this morning?

A. I think you did. I didn't finish McArdle's letter. Did
Denis sign that letter himself?

277 Q. It is signed at the top of the page on the first page of
the first meeting and it is signed at the bottom of the
second page, yes it is not a letter. Mr. O'Shea, it is, it
seems to be a memorandum of a meeting that took place on

the 25th of October, 1978?

A. 1978, yeah. Yes.

278 Q. We are going to get you another copy of that?

A. Well, oh that's right. Oh, I see, that's right. Oh, yes.

279 Q. I will read that document to you Mr. O'Shea and we will, I will have a few questions for you about it as we are going along?

A. Okay.

280 Q. All right.

A. Okay.

281 Q. Now, the meeting is headed: "The 25th of October" and the signature in handwriting at the side appears to be that of Mr. Denis McArdle. If you would like to look at the scene, if you can at all.

A. Yes.

282 Q. Can you see that? On the top?

A. Denis McArdle, oh, yes. And Roger Copsey, that's right and Brendan Devine and Noel Fox.

283 Q. Yes and it says --.

A. I wasn't there, I wasn't there anyway. I tell you that now.

284 Q. It says at the top of the document and it may be that you don't recollect this, it says: "Present at meeting" then it gives a list of names of people who were present at the meeting?

A. Yeah, I see that list.

285 Q. The first name is Mr. Denis McArdle and Mr. McArdle was the solicitor acting on behalf of the Murphy companies; wasn't he?

A. Yes, he was, yes.

286 Q. The second is Mr. Roger Copsey?

A. Yes, yes.

287 Q. And Mr. Roger Copsey was the financial Director I think of the Murphy companies?

A. I think so.

288 Q. The next is --

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MR. HERBERT: Not at that time, Mr. Chairman, just in case you are misled, when you come to read --

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CHAIRMAN: He was the Financial Controller, wasn't he.

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MR. HERBERT: Not at that time no, 1978 he had no position whatever in the companies he. Was giving them some advice qua Midgley Snelling, he wasn't anything to do with the companies.

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CHAIRMAN: Now that you remind me that is correct. I beg your pardon, we are in 1978.

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MR. HERBERT: It could lead you to problems later.

289 Q. MS. DILLON: Mr. Roger Copsey who was an accountant, I think. Did you know Mr. Copsey?

A. I think I seen him all right but I wouldn't know him again if I saw him, to be honest with you.

290 Q. Mr. Brendan Devine who was an accountant?

A. Brendan Devine was a great friend of mine.

291 Q. An accountant with Griffin Lynch who were the accountants acting on behalf of Murphys at the time?

A. That's right.

292 Q. Mr. Noel Fox?

A. Oh, yes. Well he was, he was our accountant, he was our chief man.

293 Q. All right. I think Mr. Fox is dead since; is that correct?

A. Mr. Fox is still living.

294 Q. No sorry, I thought the judge said this morning that Mr. --

CHAIRMAN: I think it is Leslie Mellon.

295 Q. Mr. Leslie Mellon, I beg your pardon?

A. Mr. Leslie Mellon.

296 Q. I beg your pardon Mr. O'Shea. Mr. Leslie Mellon, was he
your solicitor?

A. He was, yes.

297 Q. Mr. O'Reilly, do you remember a Mr. O'Reilly being there?

A. I can't place Mr. O'Reilly at all.

298 Q. And then it says "Messrs. O'Shea and Shanahan"?

A. Oh, yes we were there all right. Yes.

299 Q. That would seem to indicate that Messrs. O'Shea was
yourself as Mr. Bat O'Shea?

A. That's right.

300 Q. And Mr. Shanahan was Mr. Tom Shanahan?

A. Yes.

301 Q. So that would seem to indicate that you were at that
meeting, Mr. O'Shea?

A. I was at that meeting at McArdle's office.

302 Q. We don't know where the meeting took place. I was not
saying the meeting was in McArdle's office. I was --

A. Oh, it was taking place, I expect it was yes, but I can't -
I forget those things now, it is about 30 years or 40 years
ago.

303 Q. Item No. 1 on that says as follows: "O'Shea and Shanahan
will execute a conveyance in favour of the Harp Inn Limited
in a form to be agreed by Orpen Franks and Co." they were
your solicitors at the time?

A. At the time, yes.

304 Q. And McArdle Kieran and Partners, they were Murphy's

solicitors?

A. Yes.

305 Q. This was probably of some type of an agreement about O'Shea and Shanahan signing over something in relation to The Harp Inn?

A. Signing. That is right.

306 Q. Now do you recollect --.

A. I don't, I don't.

307 Q. You have no recollection of any difficulty with the Harp Inn?

A. I don't, I don't think we did, I can't remember anyway.

308 Q. Right.

A. I never remember it. Signing, what we were signing over?

309 Q. I think you told me yesterday Mr. O'Shea, that the Harp Inn was bought and indeed this morning one third, one third, one third?

A. That's right, yes.

310 Q. Right; and that O'Shea and Shanahan had bought the pub?

A. Yes.

311 Q. Right. And this appears to be suggesting that O'Shea and Shanahan will sign some conveyance, a legal document about The Harp Inn?

A. I don't know. If our solicitors asked us to sign anything and that we signed it. But I can't remember, specifically that particular case.

312 Q. All right.

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MR. HERBERT: Chairman, I have absolutely no objection to My Friend leading the witness through this because I know how very difficult it is for the witness to deal with legal terminology, and I have no objection whatsoever to My Friend putting what she thinks is the particular issue to

him at all.

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CHAIRMAN: We will take that. It looks as though there was some release of some form by O'Shea and Shanahan to Murphys.

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MR. HERBERT: It looks, Mr. Chairman, as if what was happening was the title of the property was in O'Shea and Shanahan and that they were transferring it to a limited liability company. That seems to be what was happening, but I am speculating as much as you, but I would say that is what it is.

313 Q. MS. DILLON: Mr. O'Shea, do you remember The Harp Inn being sold at any stage?

A. I don't. I don't. I know when, when -- Joe Murphy himself was running it at one time, but he wasn't happy with it and he sold it to Ben Dunne, I think.

314 Q. So you have a memory that Mr. Murphy sold the pub?

A. Yes.

315 Q. And you --.

A. And Ben Dunne then sold it to Savage coming from America inside in the plane, they were travelling together in the same seat and he sold it for a bigger sum than what we paid for it.

316 Q. So, when Mr. Murphy sold the pub or when the pub was sold did you or Mr. Shanahan receive any of the profits of that pub?

A. Oh no, not a copper.

317 Q. So may we take it from that then that the title to the pub which had originally been one third, one third, one third, was at some stage transferred to a Murphy company?

A. I expect so, yes.

318 Q. Right.

A. I expect so.

319 Q. Item No. 2 on that list says: "O'Shea & Shanahan Limited will endorsed the existing license in respect of the Harp Inn, free from encumbrances" what that was saying Mr. O'Shea, was that the owners of the pub, which was your company?

A. Yeah.

320 Q. Would hand over the license of the pub?

A. I expect so, yes. Oh, yes we handed it over.

321 Q. And would make sense, I suggest to you if the pub was being handed over that the license would go with it?

A. That's right, yes.

322 Q. The next item provides that audited accounts of the Harp Inn will be made available for the year end the 6th of April 1978, that was a requirement I suggest, that the accounts of the pub would be made available to the Murphy side?

A. I suppose so, yes.

323 Q. All right. The next item is "executed transfers for 10,000 shares will be handed over together with resignations of directors, secretary and share certificates"?

A. Yes.

324 Q. Now, the company with which that is associated is not written in the typed version, but in handwriting beneath it, beneath it is the words which I think are "Danore" do you see that in handwriting beside it, Mr. O'Shea, beside item number 4?

A. Item number 4?

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CHAIRMAN: Wait now. Are you correcting that, is that not "D McA"?

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MS. DILLON: I don't know what it is.

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MR. HERBERT: It is Denis McArdle.

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CHAIRMAN: "Free of lien" signed D McA. That is what I think it is.

325 Q. MS. DILLON: Do you have any idea, Mr. O'Shea, which company we are talking about?

A. I haven't a clue which company you are talking about.

326 Q. Item 5 provides that all.

A. Excuse me, there were so many companies there, you would get mixed up on the jerseys.

327 Q. Mixed up with the jerseys?

A. I mean mixed up like all the jerseys, the companies.

328 Q. But you can't recollect what company that was about?

A. I don't know, no, I haven't a clue.

329 Q. So Item 5 provides that all intercompany indebtedness and director balances to be settled, by cheque, between the accountants. Now, that seems to suggest, Mr. O'Shea, that whatever outstanding monies were due between your company on the one hand and Mr. Murphy's company on the other hand, was to be sorted out by the accountants?

A. I suppose so, yes, yes. That's right.

330 Q. And would that make sense to you?

A. Oh, it would make sense to me because we left all that stuff to our legal people and our professional people.

331 Q. Right. Item 6: "The title deeds of the car park (Birmingham) will be handed over"?

A. Title deeds of the?

332 Q. "Car park (Birmingham)"?

A. Birmingham?

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MR. HERBERT: Mr. Chairman, we feel that is a man's name for what we, for what my contribution is worth.

A. I don't remember Birmingham.

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CHAIRMAN: It probably was a plot of ground that was used as a car park or something, something of that order.

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MR. HERBERT: Nobody on my side, I asked and nobody has any such recollection about anything to do whatsoever in relation to O'Shea & Shanahan in relation to Birmingham. The suggestion was maybe it is a name of a person, it is really speculation.

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CHAIRMAN: It is really widening up of the relationship in relation to the pub, that is what it was doing.

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MR. HERBERT: Yes.

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CHAIRMAN: I am not terribly concerned with the detail. I just want to go through it rapidly.

333 Q. Number 7 "statutory records and seal of the Harp Inn Limited will be handed over", and that apparently would make sense in the context of a transfer of the property?

A. I haven't got it now anyway.

334 Q. And 8;"O'Shea and Shanahan Limited will transfer all the lands contained in folio 111731 County Dublin to Grafton and hand over original land certificate if held by Orpen Franks and Co. If not will facilitate the issue of a duplicate". This appears to be suggesting that you had agreed that certain lands in folio 11331, County Dublin, would be handed over to Grafton Construction?

A. I don't know what folio it was at all.

335 Q. I think Mr. O'Shea, that the lands we are talking about there are the lands at Forest Road?

A. Oh Forest Road, that's right. That's right.

336 Q. And that was I think you have agreed with me earlier on, lands that were in fact purchased by you, Mr. Murphy, with Mr. Murphy's money?

A. Yes, yes, that's right.

337 Q. All right. Number 9 says: "If O'Shea & Shanahan Limited are found to be the owners of two old demolished sites at Forest Road they will convey same to Grafton" and that seemed to be suggesting if the title established that O'Shea and Shanahan owned two sites that they would be sold on, or they would be given over to Grafton?

A. I suppose so, yes.

338 Q. I expect so. And number 10: "O'Shea & Shanahan Limited will hand over the license of the Toby Jug"?

A. Oh, yes. Yes, I would.

339 Q. I think you had said The Toby Jug was a pub you purchased on behalf of Mr. Murphy. It was not a public house in which O'Shea & Shanahan ever had any interest?

A. Not a bit, never.

340 Q. The stock was to be purchased by Grafton at valuation?

A. That's right.

341 Q. All right. Number 11: "Grafton will indemnify O'Shea & Shanahan Limited in relation to the staff of two presently working in the Toby Jug in respect of any claims made". I don't think anything turns on that. You were giving back the license, therefore Grafton were going to look after the employees?

A. That was their business then.

342 Q. Number 12: "The scrap iron to be left at Poppintree for

one year at owners risk to be removed completely by the owner at the end of that year, i.e. from the 1st of December 1978". Now, I think you had told us earlier on that JMSE were storing scrap metal on your site at Poppintree?

A. Yes.

343 Q. And this seems to suggest that that scrap metal was to be removed by the end of the year?

A. I think, I don't think we had any agreement on it, it was just put in there, Joe put it in there and I drew his attention that the itinerants were coming in, they were pinching it and they were pinching our stuff too, so he sold it to some North of Ireland crowd that came with big trucks and took it away. We were glad to see it going.

344 Q. Number 13: "Both parties will cooperate to enable Section 45 consents be obtained from Land Commission" that was a legal matter, I don't think anything turns on it?

A. Oh no, I don't think so no, I forget it anyway.

345 Q. Number 14: "Both parties agree to share the existing or future services at Poppintree and to allow access to each other. At expiration of six months from today the supply of water and maintenance of pipes by O'Shea & Shanahan Limited will cease". Do you remember having installed a water supply in Poppintree or was there a water supply already there?

A. I think there was a water supply already there.

346 Q. And this seems --.

A. Oh, yes that was - there was a well and a pump.

347 Q. This seems to suggest that both the Murphy companies and O'Shea & Shanahan would share that and then after a period of six months you wouldn't be responsible anymore for maintaining it?

A. Something like that, yes.

348 Q. All right. Do you have a recollection at all of that being discussed?

A. I don't.

349 Q. No?

A. Not a clue, not a bit.

350 Q. 15: "The form of security for the balance of £170,000 to be agreed between Orpen Franks and Co." they were your solicitors and McArdle Kiernan and Partners. This seems to suggest Mr. O'Shea that a security of £170,000 was being required by the Murphy companies. Do you have any recollection of that sum being mentioned?

A. Oh I do, yes.

351 Q. Can you tell me about that then?

A. Well, we were asked for £170,000, and we got the cheque and we had it, I remember it well. Our accountant had it, who handed over when it was required.

352 Q. When it was required?

A. Yes. That's right. When he was asked for it.

353 Q. All right. And can you recollect why Mr. Murphy or Mr. Murphy's accountants wanted a security of £170,000 from O'Shea & Shanahan?

A. I don't know, I don't know.

354 Q. All right?

A. As a matter of fact I know we handed over some money all right. I didn't know what it was for. I thought it was for what you said there at the start, but God, it is 40 years ago. My memory is --

355 Q. Yes, that is all right Mr. O'Shea. Take your time. Item 16 says "the price of sites is £507,700, subject to approval of client on one site only together with the establishment of O'Shea & Shanahan Limited that they had

sold it at the old price". That seems to be dealing with two matters, Mr. O'Shea, the first of which is the sale of a number of sites. And the second of which is dealing with establishing that O'Shea & Shanahan had sold one particular site at the old price?

A. I can't remember anything about that.

356 Q. Well, perhaps number 17 will help you, because number 17 breaks down the purchase price. If you look at the number 17 it should be on the screen in front of you.

A. Purchase price of £507,700.

357 Q. It says "the purchase price of £507,700 is computed as follows: (A) 12 sites will be transferred at £1,100 each. Total £13,200. (B) 1 site will be transferred at £2,650 total £2,650. (C) 6 sites will be transferred for £45,000, total £45,000. (D) 110 sites will be transferred for £446,850, total £446,850. And the total of all of those sites together is £507,700" and the number of sites is 129?

A. Yes.

358 Q. All right. Now, can you recollect O'Shea and Shanahan buying any sites from Grafton or any of the Murphy companies?

A. I can't, I can't ever remember buying anything whatsoever. I don't think we did.

359 Q. Was it possible you were telling me earlier on, this might be some speculation on my part; was it possible that this was the price of sites that you had already built on but for which you had no agreement to build?

A. It might be something like that, I forget. There was some transaction like that all right going on.

360 Q. So that it might have been the position that as of October

1978, you had built approximately 129 beyond what your license was and this was the price of it?

A. I say, I think so, yes.

361 Q. So following this then you were going to have to pay this amount of money?

A. Yes, that's right. We paid it all right. No, I can't recollect that now, kind of half recollect it.

362 Q. It might help us to work out what this is about if, can you remember in 1978, I know it is going back a long time; what was on average the site fines you were paying in Martello?

A. I think it was 4,000.

363 Q. A house?

A. A house, yes.

364 Q. Right.

A. I think it was 4,000 yes, I can't remember that, all right.

365 Q. And if we look at item number D there, 110 sites at 446,000, would that give us around, wouldn't that give us around 4,000 a site; item D there?

A. I suppose it would, yeah.

366 Q. But do you think it is probable that these figures relate to sites you had already started building on but for which you had no permission?

A. Yes, that could be it, I would say, yes.

367 Q. All right. The next document I want you to look at, Mr. O'Shea, is a document dated the 8th of November, 1978 and this is in handwriting?

A. I see that, yes.

368 Q. I will do my best to try and deal with it?

A. It says -- yes.

369 Q. It says "resumed meeting at Stephen's Court" I think that was Mr. Brendan Devine's office?

A. Yes.

370 Q. It says "D McA" that is Denis McArdle. "RC" Roger Copsey, "JG" James Gogarty, I presume?

A. Yes. He was there all right but Denis McArdle, I don't believe Denis McArdle was there.

371 Q. I think this is a note in fact in Mr. McArdle's handwriting?

A. Is it?

372 Q. I think so. "B.D." is Mr. Brendan Devine I suggest?

A. Yes.

373 Q. "NF" is Noel Fox?

A. Yes.

374 Q. And "LM" is Mr. Leslie Mellon?

A. Yes.

375 Q. Now it doesn't appear if you were at this meeting, this particular meeting?

A. Oh Jaysus I was, I think I was. Except I am mixing up the meetings, I think I was there anyway.

376 Q. Well, this the first meeting, we looked at the typed one, was the 25th of October and this is the 8th of November 1978?

A. 8th of November of 78, yeah.

377 Q. It appears to be a discussion on the same type of topics which had taken place in the October meeting?

A. Yes.

378 Q. It says, starts off at number 18. If you see that?

A. I do, yes.

379 Q. And the final document at the previous meeting was number 17.

A. 17. Yes, yes.

380 Q. On the previous document, so this appears to be a continuation of the agreement, as it were.

A. I expect so yes.

381 Q. And I think item number 18 says: "Doubt over land at Swords has been resolved"?

A. Yeah.

382 Q. So whatever issue there had been in relation to the land at Swords had been sorted out?

A. I expect that was it, yes.

383 Q. And would the land at Swords have been the lands at Forest Road?

A. That would be it, yeah.

384 Q. And would that probably be referring back to what had been previously referred to, if you had been found to be the owner it would have sites at Forest Road that they would be sold on, given to Grafton; at the first meeting that had been discussed?

A. I can't remember those two sites at all.

385 Q. Right, but it says here "doubt over land at Swords has been resolved" and that is probably Forest Road?

A. It would be, yeah.

386 Q. 19: "Executed transfers for 13,000 shares in O'Shea & Shanahan Limited will be handed over free of lien, with resignation of one director and share certificate"?

A. I suppose that was the caper all right.

387 Q. Now, the director who was going to resign here was, I suggest to you, Mr. Joseph Murphy Snr.

A. I expect so, yes.

388 Q. Mr. Tom Shanahan did not resign as a director; isn't that right until his death in 1985?

A. Oh, yes. '85 yes, he didn't.

389 Q. Mr. Shanahan stayed as a director?

A. A director of what?

390 Q. Of O'Shea & Shanahan?

A. He did yes until he died, yes.

391 Q. So item 19 therefore is, while the person is not identified by name, in item 19 the only person it can refer to is Mr. Joseph Murphy Snr.?

A. I don't understand that.

392 Q. Item 19 is suggesting, Mr. O'Shea, that transfers for 13,000 shares in O'Shea & Shanahan will be handed over with a resignation of one director?

A. Oh that would be right, yes.

393 Q. In 1978?

A. 78, it was - that's right.

394 Q. You never resigned as a director of O'Shea & Shanahan?

A. Oh no, no.

395 Q. Mr. Shanahan never resigned as a director of O'Shea & Shanahan?

A. No, no.

396 Q. Mr. Murphy did resign as a director?

A. That was it. Yes. Yes.

397 Q. This can only be referring to Mr. Murphy?

A. Oh, that's right.

398 Q. Number 20: "Contracts for sale at nil consideration in respect of The Harp Inn and lands contained in folio 11731 will be exchanged". Item 20 appears to be suggesting that O'Shea & Shanahan will sell for no price, for no money, The Harp Inn and folio 11731?

A. Is that right? I don't know what happened that.

399 Q. Do you remember The Harp Inn being transferred to Mr. Murphy's company?

A. I do, yes, I do. It was our legal people that did it. I remember it.

400 Q. That seems to be referring to that. 21: "O'S and S Limited" that is O'Shea & Shanahan Limited "will facilitate to enable minimum stamp duty be payable in conveyance of

Harp Inn and transfers of lands in folio 11731, Dublin, by passing necessary resolutions rectifying --.

.

CHAIRMAN: Ratifying.

401 Q. MS. DILLON: Ratifying pre incorporation contracts".

Thank you. That is dealing with the stamp duty issue in relation to the sale in folio 11731 and the sale of the Harp Inn and so to keep the stamp duty payable on the transfers down, Mr. O'Shea. It is again a legal matter?

A. I wouldn't know anything about it. I don't know anything about that at all.

402 Q. "Such resolutions to be passed within seven days from today's date and a letter confirming this to O'Shea & Shanahan Limited from Harp Inn Limited and Grafton Construction Company Limited and copy resolution of Grafton to be furnished within seven days". Again, that seems to be dealing with various legalities that needed to take place to deal with the transfer of the pub and what was contained in folio 11731.

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22: "O'S and S will furnish release of guarantee in favour of Allied Irish Finances Company within seven days here of" and that is signed by Mr. Denis McArdle. Were Allied Irish Finances Company bankers to O'Shea and Shanahan?

A. They were, yes.

403 Q. Yes. So that that seemed to be suggesting that O'Shea & Shanahan would give a release of the guarantee to Mr. Murphy?

A. I expect so. Yes, yes.

404 Q. Right. Number 23: "Each side will bear it's own costs" so that was meaning that you would have to pay your own legal fees and the Murphys would have to pay their own legal

fees?

A. It would, yes.

405 Q. 24: "Harp Inn Limited, each side will pay 50 percent of any stamp duty assessed on the conveyance by O'S and S Limited to Harp Inn Limited".

This seemed to be agreeing that if there were stamp duty to be paid on the transfer between O'Shea & Shanahan to The Harp Inn Limited that each side would pay half of the stamp duty?

A. I expect so. It must be something like that, yes.

406 Q. 25. "The completion date was to be" I think it is the 14th but I may be wrong, of "November, 1978 at 4:30"?

A. Yes.

407 Q. And 26: "It is agreed between the parties that any further acts which are required to be done to effectuate this agreement shall be done". So all that means, Mr. O'Shea, if I can explain it to you, was that if anything else needed to be done other than the legalities already mentioned, both parties would assist each other?

A. Yes, that could be it, yes.

408 Q. And number 27: "Grafton will indemnify O'Shea & Shanahan against any claims for expenses properly incurred on behalf of Grafton in" I think it is "Harp Inn Limited or Mr. Joseph Murphy"?

A. I suppose -- I expect that happened all right.

409 Q. That seems to suggest that if O'Shea and Shanahan had any claims for expenses properly incurred in relation to the transfer that they would be paid, that they would be paid by Grafton Construction?

A. I don't know.

410 Q. All right. Does any of this bring any of these discussions back to you, Mr. O'Shea?

A. No. No, because it is so long ago and my memory is very bad.

411 Q. All right. The third meeting I want to refer you to is a meeting on the 14th of November 1978, and this meeting does not indicate who was present, and it is dated the 14th of November, 1978. And it bears the heading "meeting No. 3". And it says: "1. License to be endorsed and left with Cullen. "

A. License to be what?

412 Q. "Endorsed and left with Cullen", I think it is?

A. Oh, I suppose that was right.

413 Q. And --.

A. We were finished with Harp then.

414 Q. You were finished with Harp?

A. Anything that was done, we did it.

415 Q. It says, item two says "certified something - certified accounts of Harp Inn Limited HI Limited to be given to Griffin Lynch and Co. tomorrow"?

A. Yes.

416 Q. So they would be certified accounts probably?

A. I suppose so, something like that.

417 Q. No. 3 says "Option of Gogarty as director". There is a line through that as if that had not been agreed. Then there is a new No. 3 beneath that, it says "declaration re lien on shares by O'S and S". So this was obviously some declaration that was being required in respect of a lien that there might have been over the shares of O'Shea & Shanahan?

A. I see, I don't know.

418 Q. It deals at four. "Duplicate of certificate of incorporation".

5. "Liability for duty on earlier share transfers to be

borne by O'Shea & Shanahan". Again, that is simply dealing with the duty.

6. "Both parties will grant to the other reciprocal easements (sic) at Poppintree in accordance with Clause 14 of the agreement Number 7: "The original land certificate folio 6262F, County Dublin, to be furnished". I think folio 6262F, Mr. O'Shea, is in fact the folio for the four acres at Poppintree?

A. Oh, the four acres at Poppintree, that's right.

419 Q. All right. 8: "Grafton will assign to O'Shea and Shanahan it's existing rights in relation to Redfern Avenue". Do you remember doing anything at Redfern Avenue?

A. I don't know. I can't remember Redfern Avenue. I can't remember it. Oh, Redfern Avenue.

420 Q. It is beside the Martello Estate. It is beside the lands on which you built the Martello Estate. It is near, it is near the balance of the acres in Lot 6, the nine acres that were left over, I think?

A. It must be. I can't remember. I can't remember that at all.

421 Q. Okay. Nine is a legal matter. "Section 72 declaration to be furnished re the two main transfers". 10: "Letter consenting to use of lands, certificates will be furnished" and 11: "Contract for sale of outstanding sites to be executed by Grafton".

.

Now, the item 11 there says "contract for sale of outstanding sites to be executed by Grafton", that would seem to relate I suggest to you, Mr. O'Shea, to the price of over half a million pounds for the 129 sites that we were looking at a few minutes ago?

A. That's, I couldn't tell you what it was for. It must be.

422 Q. So that it would appear, I suggest to you, that as part of your agreement in 1978 with the Murphy Group of companies, or with Mr. Murphy, that you bought 129 sites from Grafton?

A. I can't recollect it.

423 Q. Right. Can I ask you when you finished building in the Martello Estate, can you remember that?

A. I do, yes.

424 Q. When did you finish in the Martello Estate?

A. I don't know, give me a date there.

425 Q. I can't really do that, Mr. O'Shea?

A. I can't think of dates at all. Not unless those boys have it there, I can't remember when we finished.

426 Q. When did you - when did you finish?

.

MR. HERBERT: I have no objection if My Friend has an approximate date she would like to put to him.

427 Q. MS. DILLON: Did you stop building on the Martello Estate in 1978; can you remember?

A. I know when we stopped.

428 Q. You stopped in the Martello Estate when the court order was obtained?

A. Oh, yes we stopped, that's right.

429 Q. Now, after you had sorted out all your difficulties with Mr. Murphy?

A. That's right. That's right.

430 Q. You appear from this, O'Shea and Shanahan appear to have bought 129 sites for around half a million pounds from the Murphys?

A. That is so, I can't remember.

.

CHAIRMAN: Put it another way, put it another way; did you build in the Martello Estate after yourself and Mr. Murphy

had parted company? Did you continue to build for a while;
a year or a year and a half after the row?

A. After the row, I don't think we did, no.

.

CHAIRMAN: I see. So-be-it?

A. I don't think we did. There was nothing to build on
because we were stopped. That was that.

.

CHAIRMAN: I thought you might have been stopped for a
while and then finished off what you were doing?

A. Oh, yes. We finished off yes. Oh, yes we had some
agreement, yes to finish off the sites that we had the
foundations put in.

431 Q. So that you continued building after 1978 in Martello?

A. I expect that was it, yes.

432 Q. And can you recollect now, Mr. O'Shea, how much of Martello
you built?

A. Of Martello? We built about 240 or 250 houses there
altogether.

433 Q. Was anybody else building on Murphy lands when you were
building there?

A. There was another crowd came in on the far side and they
used our drain and all kind of stuff. The drain we were
supposed to have legality over it.

434 Q. Right.

A. Went down to the low water with it.

435 Q. Who came in to build on the other site from you?

A. Durcan Brothers I think.

436 Q. Durcan Brothers. Were they building on Murphy land?

A. They were, yes.

437 Q. And did this happen after your split with Mr. Murphy?

A. It did, yes.

438 Q. So?

A. I don't think it did, mind you, I think we were still building for, with Murphy there. I think, I am not sure now, but I think we were still building with Murphy. I mean I think we were anyway.

439 Q. Who brought in Durcan Brothers?

A. Oh, what do you call him, your man that was chief man by Murphy, Liam Conroy.

440 Q. He brought in Durcan Brothers?

A. He said he was an architect, I don't know what he was.

441 Q. And before you had this disagreement with Mr. Murphy, Durcan Brothers were building?

A. I think so, yes.

442 Q. But after?

A. I am not one hundred percent sure now, but I think they were.

443 Q. But after this agreement or these negotiations were taking place in 78, did you finish out the sites you had already started?

A. I did, yes.

444 Q. In Martello?

A. Yes.

445 Q. And did you, were you building in Swords at the same time, in Skerries, I beg your pardon, were you building in Skerries at the same time?

A. I don't think we were.

446 Q. At the same time?

A. We had Skerries finished, anyway I think Skerries was finished, that's right.

447 Q. Did you build in Swords at all?

A. Oh, we built Rathbeale in Swords, yes, that was when Joe Murphy came in, yes.

448 Q. And did you build on any other lands in Swords subsequent to that?

A. Well after, after we finishing up with Joe Murphy we bought a farm there, that was zoned. But we didn't finish it because things got very bad and we sold it, we sold it, after it building about 20 or 30 houses, we sold the remainder to a Northern Ireland crowd.

449 Q. So, am I correct in understanding then --.

A. We went into liquidation then, I think.

450 Q. I will come on to deal with that. Am I correct in understanding that in or around November of 1978 that your difficulties with Mr. Murphy were resolved. There was a settlement between the parties?

A. That's right, yes.

451 Q. Did O'Shea and Shanahan hand over lands at Forest Road?

A. No. No, we bought it, but it was Murphy's money. It was Murphy's land, Murphy's money.

452 Q. Would it have been put for any reason into the name of O'Shea & Shanahan when you bought it?

A. Most of the land was bought in the name of O'Shea and Shanahan.

453 Q. But it was Mr. Murphy's land?

A. It was Mr. Murphy's land because he paid for it.

454 Q. That would explain why there is reference in these documents to lands being transferred to the name of Grafton?

A. That is why I am confused.

455 Q. And that land that you, that you bought at Forest Road, was it your intention to build on that land?

A. Oh, yes. Yes.

456 Q. Yes. Right. So do I understand then Mr. O'Shea, that when these meetings had taken place that all of the issues were

being dealt with, it was a complete severance between yourself and Mr. Murphy?

A. Yes, it was yes, a complete severance.

457 Q. And so all of your joint business interests were being sorted out?

A. Were sorted out as far as I know, that's right.

458 Q. That included the public houses?

A. Yes, that's right.

459 Q. The agricultural land?

A. Yes.

460 Q. The development land?

A. Yes.

461 Q. I think you bought the Gaiety Theatre for Mr. Murphy?

A. I did, yes.

462 Q. Did you buy the Sunbeam Walsley site for him at the back of the Gaiety?

A. I don't think I did now, I bought the Gaiety all right but I think Joe had that, that is how he bought the Gaiety. He had that land purchased, I was aware of it all right because he asked us to put locks on all the doors and that kind of stuff, which we did.

463 Q. I think you bought the Gaiety for Mr. Murphy in 1968?

A. 68, that's right.

464 Q. So following the resolution of these difficulties, I think that you resigned as a director of Grafton Construction and the Murphy companies?

A. We did, I don't know what year it was but we were advised to resign.

465 Q. And you handed back the transfer of the one share that you had in Grafton Construction?

A. That's right, yes, that's right. Yes, I remember that all right.

466 Q. And that was registered, I think, on the 31st of December of 1979?

A. That's right.

467 Q. All right. In fact I think the record will show from the company search that in fact that share was transferred to Mr. James Gogarty?

A. Is that right? I don't who it was transferred to.

468 Q. Now, Mr. Joseph Murphy disposed of his shareholding in O'Shea and Shanahan following this?

A. Yes, that's right.

469 Q. That is correct?

A. I remember that quite clearly.

470 Q. And did he give his 13,000 shares to you and Mr. Shanahan?

A. No.

471 Q. Well, can you tell me what happened to Mr. Murphy's shares?

A. I couldn't tell you what happened to the shares. I know we didn't get any shares in it anyway.

472 Q. We are not talking about Grafton, Mr. O'Shea, we are talking about your company O'Shea and Shanahan?

A. Oh, yes, yes.

473 Q. Right. Now, we have seen from the documents that Mr. Murphy had agreed, apparently, to give back his shareholding in O'Shea and Shanahan?

A. I expect that must have happened all right.

474 Q. Now, O'Shea and Shanahan for whatever reason, I can tell you from the documents, never affected, in the Companies Office, any such change?

A. Is that right?

475 Q. Yes, but there is a document that came into existence for the purpose of arbitration proceedings with Mr. Michael Bailey that clearly sets out that Mr. Murphy, in 1978, gave up all interest in O'Shea and Shanahan?

A. Yes.

476 Q. So I am going to put this document to you which is a document that has its origin with Messrs. Fitzsimons Redmond, I think solicitors who are acting on; Denis McArdle, who was acting on behalf of the Murphys. While it is a 1992 document it recounts the history of what Mr. Murphy says happened with his shareholdings and his transfer, and I just want to know whether you agree or disagree with that? The document is at Tab 6 in the book and it is JMSE 1.9372. And it is coming up on screen Mr. O'Shea, beside you?

A. Okay.

477 Q. It will be, if I can find it. Okay. It is Tab 6 in the book. Now, this document, Mr. O'Shea, I will just explain this document to you, don't worry about the screen for a minute.

A. Okay.

478 Q. I will explain this document. Subsequent to the lands being sold there were arbitration proceedings between Mr. Michael Bailey and the Murphy companies. And in those proceedings it became necessary to deal with the purchase of the Poppintree lands?

A. Yes.

479 Q. And it also apparently became necessary to deal with whether or not Mr. Murphy Snr. had any interest in O'Shea and Shanahan?

A. Yeah.

480 Q. And this is what was said on behalf of Mr. Murphy in dealing with that matter. And I want to move you on to page 372?

A. Yeah.

481 Q. If that is possible. Item B. Now, that says that Joseph

Murphy was, until November 1978, the holder of and entitled to one third of the issued share capital in O'Shea and Shanahan Limited and was a director. That is saying, Mr. O'Shea, that Mr. Joseph Murphy Snr. was a shareholder and director of O'Shea & Shanahan until 1978 do you agree with that?

A. I don't know whether he was or not, I forget, I forget all that.

482 Q. He says: "After November 1978 neither he, Joseph Murphy, or any company controlled by him, was the beneficial owner of any shares in O'Shea & Shanahan Limited, or a director"?

A. That could be possible, all right.

483 Q. So that seems to suggest that Mr. Murphy gave up his interests in your company in 1978?

A. Oh he did, yes, he did.

484 Q. And it then goes on to say: "It is noted in the annual returns of O'Shea & Shanahan Limited made up 31st of December 1985, Danore Limited, a company in respect of which Mr. Joseph Murphy enjoyed a controlling interest, is shown as the holder of one third of the issued share capital in O'Shea & Shanahan Limited and Mr. Joseph Murphy is shown as director of O'Shea & Shanahan Limited".

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That is saying that the documents lodged in the Companies Office were showing in 1985 that Mr. Joseph Murphy was still a director and that a company that he owned, called Danore, was still a shareholder in O'Shea and Shanahan?

A. I don't know anything about it.

485 Q. It then goes on to say: "Notwithstanding the said statement contained in the annual returns of O'Shea and Shanahan Limited, it is repeated that since November 1978 neither Joseph Murphy or any company controlled by him was

the beneficial owner of any shares in O'Shea & Shanahan Limited and that Joseph Murphy did not, as of November 1978 did not act as or hold himself out to be a director of O'Shea & Shanahan Limited". That is saying that despite the fact that the company's document in the Companies Office had Mr. Murphy down as a director and his companies as a shareholder, he was neither director nor shareholder since 1978. Does that accord with your memory of what happened?

A. I don't know what happened.

486 Q. Do you remember Mr. Murphy giving up his interests in O'Shea and Shanahan?

A. I can't. Would you believe it now, I can't remember.

487 Q. Do you remember the company being put into liquidation, O'Shea and Shanahan, Mr. O'Shea?

A. Oh, yes. I do, yes.

488 Q. How many shareholders were there when it was put into liquidation?

A. I couldn't tell you how many shareholders. It was Noel Fox did all that for me.

489 Q. Yes. Were you familiar at all with a company called Northern Holdings?

A. Oh, yes, I was, oh, yes that was Tom Shanahan's Holdings, and I was Ring Holdings.

490 Q. And I suggest to you Mr. O'Shea that the company documentation of O'Shea & Shanahan shows that when it was put into liquidation in 1988 there were two shareholders; Ring Holdings and Northern Holdings?

A. That's right.

491 Q. And Northern Holdings was Mr. Tom Shanahan?

A. That's right.

492 Q. And Ring Holdings was yourself?

A. That's right.

493 Q. So?

A. The Ring of Kerry.

494 Q. The Ring of Kerry. So that if, when it was put into liquidation in 1988 there were only two share shoulders, it follows as night the day, that Mr. Murphy was not a shareholder?

A. Oh, he wasn't, oh no, he had nothing to do with it.

495 Q. And he gave up his shareholding as it was set up in this document in 1978?

A. That's right, that could happen, yes.

496 Q. So that severed all connection, as it were, between yourself and Mr. Murphy?

A. I suppose so, oh it did, yeah.

497 Q. Right. Now, I also want to show you one further document which is a document that has; would you like to take a break Mr. O'Shea?

A. Well, I am so confused, I would be as well off, because you have me addled with all those dates.

.

CHAIRMAN: I will give you a rest for 10 or 15 minutes?

A. Yes, thank you. Thank you, Chairman.

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CHAIRMAN: We will rise until five past three, or thereabouts.

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THE HEARING WAS THEN ADJOURNED FOR A SHORT RECESS AND RESUMED AGAIN AS FOLLOWS:

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498 Q. MS. DILLON: Now, Mr. O'Shea, you will be happy to know that I am finished with dates for a while?

A. Oh thanks be to God, because I am getting mixed up on them,

you know.

499 Q. Don't worry about it. I want to put a map up on the screen in relation to nine acres at Portmarnock because you remember you mentioned to me this morning that you went to see Mr. Murphy?

A. Oh, yes, that's right, that's correct, yes.

500 Q. Right. So after, in 1978, your difficulties with the Murphy Group had been sorted out?

A. Yes.

501 Q. You subsequently approached Mr. Murphy; is that right?

A. That's right. I met him, I think in the Shelbourne.

502 Q. You met him in the Shelbourne?

A. We had a few drinks.

503 Q. Can you remember, at all, approximately when that was?

A. I haven't, I don't know.

504 Q. All right?

A. I would say it could be 12 months after; it could be six or 12 months after we finished, finishing in Portmarnock you know? Maybe three or four months after us finishing in Portmarnock.

505 Q. Why did you want to meet Mr. Murphy?

A. I tell you, because we put, we put a drain, we went through rock, 14 feet down which was a very expensive job, to facilitate that land because we thought that Murphy would sell it to us, you know? So when I, when I spoke to Joe about it he says, "have a chat with Gogarty".

506 Q. So, if I can ask you, you met Mr. Murphy Snr. in the Shelbourne?

A. I did, yes.

507 Q. And the purpose of you meeting him was to discuss?

A. Discuss?

508 Q. The balance of the lands at Portmarnock?

A. Yes, the balance of the land, yes.

509 Q. And approximately what acreage of land was left?

A. I think it was about eight or nine acres.

510 Q. Can you see a map there beside you on the screen, Mr. O'Shea?

A. Yes.

511 Q. And does that look in anyway familiar to you at all?

A. It is all colours.

512 Q. Maybe it could be made a bit smaller?

A. I never saw Holywell around there.

513 Q. Now, does that, is that of any assistance to you? This is a map of the Portmarnock area, you can see out on the seaside of the map there is the Martello Tower?

A. Oh, yes.

514 Q. Do you see that?

A. Yes, I do. I will have a look at that.

515 Q. Yes. Now, do you see the Martello Tower?

A. Oh.

516 Q. Do you see that?

A. Yes, that's right, yes, I do, yes.

517 Q. Now, you built in Portmarnock the Martello Estate?

A. That's right.

518 Q. I think you described to us it was across from the Martello Tower?

A. It was, yes correct, it was, yes.

519 Q. Okay, so can you indicate roughly, do you see the sign there that says; do you see the grey area between the sea and Saint Helen's?

A. Yes.

520 Q. Is that the area that you built on?

A. Yes, that's correct, yes.

521 Q. All right. Do you see the piece of land jutting up at the

top in red and there is an arrow?

A. Yes, I see it, that's right.

522 Q. And it says "Lot 6"?

A. That was the bit of land in question, I think that's right.

523 Q. Is that the nine acres you tried to buy?

A. That is the nine acres, yes.

524 Q. From Mr. Murphy Jnr. and the drain, Mr. O'Shea, that you put in, the drain that you put in?

A. I put in the drain to facilitate, to cope for that land.

525 Q. And the effect of that drain was - the effect on that land, it had a big capacity, that drain?

A. Oh, it had. It was, well it was the water drain for the whole estate.

526 Q. For the surface water?

A. We went down 14 feet through rock and we took levels from that and we had to go down so far.

527 Q. Would it have been able to take a much bigger capacity than the lands you were developing?

A. Oh, it would, yes.

528 Q. At Martello Estate?

A. Oh, indeed it would, yes because it has been, it had been used by Soraghans, the people that were building the other portion of Joe Murphy's land.

529 Q. I thought --.

A. They used that had drain too.

530 Q. I thought you told me about the lands that was Durcan's?

A. I thought it was Durcan's, but I found out afterwards it was Soraghans.

531 Q. Soraghans were the other builder?

A. Correct.

532 Q. Did that drain have the capacity to serve the other area that is green, if you look at the screen there; that is

Saint Helen's. Do you see there Saint Helen's?

A. Oh it would, well, yes. Oh, yes, definitely.

533 Q. Would have the capacity to drain all of those lands?

A. Oh, it would.

534 Q. And that --.

A. It was a fair big drain you know, it was 12 inches or something like that, it was a hell of a big drain.

535 Q. And that Lot 6 was the lands that you wanted to buy from Mr. Murphy. Do you see those?

A. That land in red, yes.

536 Q. In the red?

A. Yes.

537 Q. All right. Now you had a meeting with Mr. Murphy in the Shelbourne Hotel?

A. That's right.

538 Q. We won't worry about dates. Mr. O'Shea. Can you tell me who arranged to meet who for that meeting?

A. Well, I tell you now it would be a truth, the barman, I wanted to see Joe, I tipped off the barman, give me a ring, to be honest with you, when Mr. Murphy would be there next and I walked in and we had a jar.

539 Q. And did the barman in the Shelbourne ring you?

A. He did, yes.

540 Q. And he told you Mr. Murphy was there?

A. He was there, yes.

541 Q. And you descended then on Mr. Murphy?

A. I did, yes.

542 Q. All right, and you had a conversation with him?

A. I had a conversation with him, yes.

543 Q. And what did you ask Mr. Murphy?

A. Would he sell me the nine acres that we had, we had coped for, with the drain and we went down 14 feet to cope for

that.

544 Q. For that drain?

A. It cost us a lot of money. He says "see Gogarty".

545 Q. Did you go and see Mr. Gogarty?

A. I did.

546 Q. Can I ask you before you we leave that meeting, was that a friendly meeting?

A. Oh it was it was a friendly meeting.

547 Q. Did you on a personal level remain friendly with Mr. Murphy?

A. Oh I did, yes, I think we met him afterwards, in fact we got half jarred inside in the Burlington, he advised me to get a taxi home.

548 Q. So that even though you had had your differences on a business footing?

A. Oh, yes, I never, I never say a bad word against Joe Murphy because he helped us out and I never forget it and we were always great friends.

549 Q. Yes; and you stayed friends with Mr. Murphy?

A. I did I stayed friends with Mr. Murphy. I am friends with him to the present day.

550 Q. Did the two families stay friendly?

A. Yes they did, in matter of fact his daughter used to visit my daughter fairly often.

551 Q. Can you tell me, before we leave the subject of the break up of the business relationship, in your view what was the cause of that break up, of the business relationship between yourself and Mr. Murphy Snr.

A. Well it was, it was Gogarty I think, I blame, it was Gogarty I blame for it anyway, he took charge and he said we were getting the sites too cheap and all this kind of stuff, you know.

552 Q. Yes?

A. And I think he is the sole, he sold the sites to the other builder for probably a lot more.

553 Q. You met Mr. Murphy at a meeting in the Shelbourne?

A. That's correct.

554 Q. And he said to talk to Mr. Gogarty about buying those nine acres?

A. Yes.

555 Q. You went to see, did you, Mr. Gogarty?

A. Yes. I rang Mr. Gogarty in the meantime.

556 Q. And did you meet him?

A. I did, yes.

557 Q. And what did you suggest to Mr. Gogarty?

A. That we would buy, we would buy that land.

558 Q. And what?

A. That we went to a lot of trouble to facilitate the ground there.

559 Q. And what did Mr. Gogarty say to you about that?

A. He said "get out a plan". "Show me how many houses you could get into it" we got a plan, we with our architect got out a plan.

560 Q. Now, this land I think you can correct me if I am wrong Mr. O'Shea, this wasn't zoned land?

A. It wasn't.

561 Q. And were you optimistic at all that if you got the land you would be able to get zoning for it?

A. Well, I didn't know all that kind of stuff. But I knew it would be zoned sometime.

562 Q. And did you ever by any chance discuss that with Mr. Redmond?

A. No, I did not, he didn't know anything at all about it.

563 Q. Did you arrange then to have a plan drawn up in relation to

those lands?

A. I did, yes.

564 Q. And did you pay an architect to draw up the plans for you?

A. Oh, I did, yes.

565 Q. Can you remember who you got to do that?

A. Jack Manahan.

566 Q. And this was Jack Manahan of Conroy Manahan & Associates?

A. That's right.

567 Q. And how many houses did Mr. Manahan think you would get into that plot of land; can you remember?

A. I forget, I forget now.

568 Q. You forget.

A. It would be eight to the acre anyway.

569 Q. Eight to the acre. I think there was approximately nine acres there?

A. Yes, that's right.

570 Q. 50 to 56 houses?

A. About that, yes.

571 Q. All right. Did you take the plan to Mr. Gogarty?

A. I gave him the plans, yes.

572 Q. And what was Mr. Gogarty's response?

A. Oh, he said he would see.

573 Q. Did he ever see?

A. Not at all, I never had a word with him. I approached him afterwards but he said maybe a couple of times, and oh, he had some excuse or some goddamn thing, I don't know.

574 Q. Was this before Mr. Shanahan died?

A. Was this before Mr. Shanahan died? It was, yes.

575 Q. So this happened before 1985?

A. It must have been, oh, it was, yes.

576 Q. Can you remember how many meetings you had with Mr. Gogarty?

A. I can't.

577 Q. Right. And during this period you had retained the four acres at Poppintree; isn't that right?

A. I had, yes, we had retained it, that's right.

578 Q. You were still using it?

A. We were not. We sold all the machinery out of it, I got Tony Morrissey to value the machinery, it was, it was all machinery that was very old, that kind of stuff, you know.

579 Q. When you weren't getting anywhere with Mr. Gogarty in relation to buying these nine acres, did you seek to speak to Mr. Murphy Snr. again about the matter?

A. I did, but I couldn't get a hold of him.

580 Q. Right.

A. I couldn't get him.

581 Q. I think you told us that you had met him in the Shelbourne, then you met him on another occasion in the Burlington?

A. That was before, that was before. I didn't, I can't remember now meeting him about that land at all; oh I did. Yes I met him about that land. Sure I met him in the Shelbourne.

582 Q. Yes?

A. And I asked him about it and he told me to go to Gogarty and I never heard anymore about it since.

583 Q. Did you go back to Mr. Murphy about it?

A. I couldn't get him. I didn't.

584 Q. Did you try to contact him?

A. I did, but he was away.

585 Q. Do you know where he was?

A. Well I think, I did not know where he was, he didn't tell me his business at all.

586 Q. All right. And you were reasonably confident, were you Mr. O'Shea, that if you managed to acquire those nine acres

would you get rezoning for it?

A. Well, I said, sometime later, it would be later on, I would say there was a good chance. It was rezoned, it was built on anyway a short time afterwards.

587 Q. I think --.

A. It was sold.

588 Q. Yes. I think it was part of the lands that were ultimately sold to Mr. Bailey?

A. That's correct, yes he built on it. He got planning permission for it all right.

589 Q. But it was green belt land; isn't that right, Mr. O'Shea?

A. I don't know whether it was green or white.

590 Q. But it wasn't land that had had any zoning on it for any kind of development?

A. No, it wasn't zoned.

591 Q. But you were anxious to buy it?

A. I was, yes.

592 Q. And you were reasonably optimistic you would get it rezoned?

A. I was, yes.

593 Q. Why were you optimistic you would get it rezoned?

A. I don't know, because it was bounding that land there and the church was one side of it and I mean it was only sensible that it would be zoned. That was, it was adjoining the site that Mr. Murphy gave to the church.

594 Q. It was the, I think on the map we saw there the church, a church was immediately adjacent to it?

A. That's right. That's right.

595 Q. And that was the church that Mr. Murphy had donated?

A. That's correct, yes.

596 Q. At the time of the difficulties on the foot of the advice that Mr. Redmond gave him; sorry I beg your pardon, that

Mr. Redmond gave you?

A. Gave me?

597 Q. If you just look at that map there again Mr. O'Shea, that portion edged in red is sticking up in the green belt; isn't that right, into the lands, it is surrounded by green lands and all green on all sides?

A. Oh, it is yes, yes.

598 Q. Can you see?

A. Yes.

599 Q. And that green belt, I suggest to you, was part of the green belt between Malahide and Portmarnock?

A. I suppose it was. I think it was, yes.

600 Q. So, I would be interested to know why you were so confident that if you managed to acquire the land that you would be able to get it rezoned?

A. Well, I was taking a chance, as you have to take a chance or you get nowhere.

601 Q. Did you get any advice from any professional planners?

A. I did not.

602 Q. Do you see there on that map immediately adjacent to the red plot there is a black cross; do you see that?

A. What?

603 Q. A black cross?

A. Yes.

604 Q. And that denotes, I understand, a church?

A. Oh, yes, correct, yes.

605 Q. Is that the church?

A. That's the church that, that's the church in question that Joe gave to the parish.

606 Q. To the parish. In return for trying to --.

A. In return for building, -- well, it was in return for nothing, because he gave it to them because the land where

we had the pub was zoned anyway.

607 Q. I think that - can I just ask you briefly then what contact you had with Mr. Gogarty throughout the early 1980's. How many times do you think you met Mr. Gogarty?

A. I haven't a clue how many times.

608 Q. Did you meet him regularly or not?

A. I did not know, no.

609 Q. Did you meet Mr. Murphy Snr. regularly?

A. After?

610 Q. After?

A. No. No, he usen't be around very much at all.

611 Q. When he was around would you meet him for a drink?

A. No, I would not.

612 Q. I thought you told us earlier on that you had?

A. I did meet him sometime, on one occasion we met in the Shelbourne, we met in the Shelbourne, we mean in the Shelbourne and we met in the Burlington.

613 Q. Yes?

A. I told you that, yes.

614 Q. So you met him on those occasions?

A. Yes.

615 Q. Again, it was a convivial kind of meeting, you were still friendly?

A. That's right.

616 Q. I think you told us that the families stayed friendly. Did you see, did you see Mr. Liam Conroy at all?

A. No.

617 Q. All right. Did you have any meetings with Mr. Frank Reynolds?

A. No, I didn't. I can't remember.

618 Q. Did you know Mr. Frank Reynolds?

A. Frank, Frank. Frank was working for us at one time.

619 Q. Mr. Reynolds worked for O'Shea and Shanahan?

A. That's right.

620 Q. In what capacity did Mr. Reynolds work for O'Shea and Shanahan?

A. He was a first class diesel mechanic, very clever fellow.

621 Q. Very clever. Did he leave O'Shea and Shanahan?

A. He did yes.

622 Q. Where did he go to work?

A. Went to work for Joe Murphy, Milners. Milners.

623 Q. As it was of the time?

A. I don't know what he is --

624 Q. Did he go to work there at around the same time that Mr. Gogarty went to work there?

A. No, it was after.

625 Q. It was after?

A. Yeah.

626 Q. How long, can you recollect, was Mr. Frank Reynolds working for you?

A. About ten years exactly.

627 Q. He was working for you for ten years, then he went to work for Murphys?

A. That's right. We wouldn't have an awful lot to do for him then, you know, that kind of stuff.

628 Q. Nonetheless you knew Mr. Reynolds?

A. I did, yes.

629 Q. When you were trying to buy Lot 6 did you go and see Mr. Reynolds at all?

A. I didn't, no.

630 Q. Did it occur to you?

A. No, it didn't occur to me.

631 Q. Did it occur to you? Why was that Mr. O'Shea?

A. I didn't think Frank had any say in the company of that

kind of stuff. He was just working there. Gogarty was in charge.

632 Q. All right. Can I take you on now to deal with, sorry I think, your partner and co-director Mr. Tom Shanahan died in 1985?

A. That's right.

633 Q. And following his death I think you didn't, you weren't involved in very much more building; is that right?

A. Well, we bought that land in Swords in Brackenstown Road and we built about 20 or 22, 24 houses on it and they were very slow in selling. And we got tired of it. We were losing more than what we were gaining.

634 Q. Um hum. When you were building in Swords and on the northside did you meet Mr. Ray Burke at all?

A. There was, I used to often come across him in the Harp.

635 Q. He drank in the Harp?

A. Yes, he would drink in the Harp. I came across him. I would have a drink with him the same as meeting any other man.

636 Q. Did he; yourself and Mr. Shanahan ran the Harp Bar, I think you told us earlier on?

A. We what?

637 Q. You ran the Harp Bar?

A. We ran it, yes.

638 Q. You would be there fairly often?

A. Yes. I used to play golf in Skerries. I would always drop in there any time, I would usually have my lunch there during the day.

639 Q. And Mr. Ray Burke drank in the Harp Bar on occasion?

A. He did, yes, he was a great friend of the manager's.

640 Q. He was a great friend to the manager. Your manager?

A. Yes, Larry, yes.

641 Q. And did, did Mr. Joseph Murphy ever drink in the Harp Bar?

A. I never saw him drinking. Oh he did, his brother and himself, we had a bit of a spleen there one - I don't know, we were out to see some land in Donabate; that was John Murphy; and we went in there and we had a good few jars there.

642 Q. Right. That was Mr. John Murphy?

A. John Murphy, yeah.

643 Q. Did you buy land from Mr. John Murphy?

A. No. No, I had no dealing with him at all.

644 Q. Why? Sorry, Mr. O'Shea, I beg your pardon. I have lost my train of thought there for a minute. You said you were out there with Mr. Murphy Senior's brother; is that right?

A. Yes. The two of us, the two Murphys were there.

645 Q. So you went out to look at some land; is that right?

A. We went -- I know it was some land in Lucan, in Donabate or something like that.

646 Q. And was Mr. Joseph Murphy with you?

A. He was, yes.

647 Q. So the three of you were out?

A. The three of us were out.

648 Q. You ended up in the Harp Inn?

A. We ended up in the Harp Inn.

649 Q. You had a few drinks?

A. We had a few drinks, we were in a place in Drumcondra. We went into Carthy's too and had another couple of drinks there, so we were fairly well under the weather.

650 Q. It was a serious buying expedition was it, Mr. O'Shea?

A. Pardon?

651 Q. It was a serious buying expedition?

A. It was just for the crack, that's all.

652 Q. And during all of this period when you were involved with

the Harp Bar, Mr. Ray Burke came in on occasion; is that right?

A. He was, yes, yes.

653 Q. And so you knew Mr. Burke?

A. Oh I did, yes.

654 Q. Did Mr. Murphy Snr. know Mr. Burke?

A. No, no, he never met him.

655 Q. Did Mr. Gogarty know Mr. Burke?

A. I don't know whether he did or not.

656 Q. Did Mr. George Redmond ever drink in the Harp Bar?

A. I don't think George drank at all.

657 Q. Can I ask you before something I should have asked you yesterday, that I didn't ask you, did you ever pay any money to Mr. George Redmond?

A. I gave him £200 to buy golf balls because when I was playing golf with him, Jesus he would give, his ball went into the rough. He would give the day looking for it. You would think it was gold. And I gave him £200 like, to buy golf balls and thanks too for the advice you gave us in Portmarnock.

658 Q. You played a game of golf, you were playing golf with Mr. Redmond and Mr. Redmond had given you the advice that solved your problem out in Portmarnock?

A. That's right. I was very thankful to him for that advice.

659 Q. You paid him £200 to buy golf balls?

A. To buy golf balls, yes.

660 Q. Can I ask you, Mr. O'Shea, did Mr. Frank Reynolds drink in the Harp Inn?

A. Oh Frank didn't drink at all, I don't think so.

661 Q. All right?

A. I don't think so.

662 Q. All right. Do you know whether - can I take you on to deal

now with more recent events, as it were, Mr. O'Shea.

A. Any events weren't recent.

663 Q. Well fairly recent in terms of this Tribunal anyway. Can I bring you up to about 1986/1987?

A. Go ahead anyway sure.

664 Q. And Mr. Shanahan had died in 1985?

A. He did, yes.

665 Q. I think at the end of September 1988 a voluntary liquidator was appointed to your company, O'Shea and Shanahan?

A. That's correct, yes.

666 Q. And the company was not insolvent. It was a solvent company?

A. That's right.

667 Q. Before that I think Mr. O'Shea, one of the assets of the company was the four acres and the buildings at Poppintree?

A. Yes.

668 Q. And I don't know whether you know, but I presume you know that those four acres were ultimately part of the lands that were sold to Mr. Bailey?

A. Yeah, they were belonging to Joe. Joe had a hell of a big farm there that he bought. I was forever building with him, that kind of stuff; I don't know how many acres, but there were six acres building land, it was zoned; which we built on to, I think I told you that before. I think I mentioned that before to you.

669 Q. And that was at Cedarwood, I think?

A. Cedarwood, yes, you are correct, yes.

670 Q. And that was part of the Poppintree lands?

A. That would be part of the Poppintree lands.

671 Q. But the lands that hadn't been built on included agricultural land?

A. Agricultural land. There was cattle on it anyway.

672 Q. Your four acres?

A. I had four acres, yes.

673 Q. I think you had applied, Mr. O'Shea, for planning permission on the land, 1960's early 1970's and had been refused for that?

A. Yes, go ahead, I was refused.

674 Q. But you ultimately got light industry use in 1976?

A. That's right, yes.

675 Q. All right; and therefore these four acres had industrial zoning or light industrial use?

A. Yes, but there was no drainage there, you see. Because we tried to get factories in there and there was no drainage.

676 Q. You weren't successful in that and you were using it as a builder's yard?

A. A builder's yard.

677 Q. I want to put a map, which is not the map I wanted to put up, but nonetheless if you look at the map Mr. O'Shea that is in front of you, and you will see where it says "Lot 3"?

A. I do, yes.

678 Q. That lot refers to one of the lots set out in the Terms of Reference. It is Poppintree?

A. Poppintree, yes.

679 Q. Yes; and okay, and that shows the holding south of the M50 I think?

A. Yes.

680 Q. Sorry, south of St. Margaret's Road that was owned by Grafton Construction, the Murphy companies?

A. That's right, yes.

681 Q. And I think your four acres was in the middle?

A. I will show it here.

682 Q. I will give you another map that probably shows it a little bit better, hopefully we will be able to put it up on

screen before we talk about the sale of the four acres.

A. I see Poppintree here. It is arrowed now?

683 Q. I beg your pardon, Mr. O'Shea?

A. There is an arrow towards it, a lot there. That must be what you are talking about.

684 Q. Tab 8. There is a map at Tab 8?

A. What?

685 Q. Sorry Mr. O'Shea, just for the benefit of my colleagues, would you try and locate a map that you might be more familiar with which is JMS 1.913. That is at Tab 8 of the book of documents circulated about halfway through that tab. Now, and that will come up on the screen in a minute, Mr. O'Shea?

A. Oh right, that's right.

686 Q. Now. Do you see there in front of you, it is not as, it is not as technological as the previous map, it is just black and white. You see there it says "Poppintree". You see the square that is cut out of the middle?

A. Yes.

687 Q. I suggest that is your four acres?

A. Correct.

688 Q. Right. And that there is an entrance way into what was Poppintree House?

A. Yes.

689 Q. So that you had access to it and the rest of your holding was surrounded by lands owned by the Murphy companies?

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

690 Q. And the road going through bisecting?

A. Yes.

691 Q. Is St. Margaret's Road?

A. That's right, yes. I know it well.

692 Q. You know it well. That is where you had your joinery shed?

A. That's right.

693 Q. Now, and south of that if you see below the thick black line where it says "Poppintree" is that where you built Cedarmount, Cedarwood I beg your pardon?

A. Cedarwood, I can't - it is not shown on this, Cedarwood is not picked out on this map at all.

694 Q. No, but you are happy that the square in the centre of that?

A. That was, that was ours anyway.

695 Q. That was your four acres?

A. The other thing was built on.

696 Q. Yes, all right. Well, can I take you up then to 1987?

A. Okay.

697 Q. Mr. Shanahan had died in 1985?

A. Yeah.

698 Q. I think you had finished building?

A. Yeah.

699 Q. And I think that in mid-to late '88 you put in a liquidator in the company?

A. That's right.

700 Q. We will come to deal with that, but did you have correspondence with Dublin Corporation about them acquiring your four acres?

A. I did, yes.

701 Q. All right. That correspondence is to be found I think at Tab 8 again, and I am just going to take you through it because this is correspondence between you and Dublin Corporation?

A. Correct.

702 Q. By way of background I think the Corporation were interested in purchasing your four acres for an itinerant site?

A. That's correct, yes.

703 Q. The first document, the letter of the 3rd of July and it is document reference DMA 3.2129 it is behind the map at Tab 8. Okay. It is, sorry Mr. Herbert, it is Tab 8 and it is the next document after the map.

MR. HERBERT: Yes, it is marked 014.

704 Q. MS. DILLON: It is DMA3.3129. It is coming up on the screen now?

A. Yeah.

705 Q. It is headed "Dublin Corporation"?

A. That's right.

706 Q. All right.

A. I see it now.

707 Q. You see it. That is a letter that was sent to you, I think the signature is of a man called Mr. Michael McLoone, who was the chief valuer of Dublin Corporation?

A. That's right.

708 Q. 3rd of July 1987, it's addressed to Messrs. O'Shea & Shanahan Quarry House, Ballygal Road East. It is "re acquisition of premises at St. Margaret's Road, Poppintree, Ballymun. O'Shea and Shanahan Limited".

A. Yes.

709 Q. Am I correct, the only land you owned at Saint Margaret's, Poppintree, was these four acres?

A. That's right.

710 Q. "I refer to the above matter and I would be obliged if your representative would attend at this office on Thursday 9th July, at 11.30 am to discuss the case with my assistant, Mr. Garvey.

All discussions shall be without prejudice and any agreement reached will be subject to the necessary approvals and consents being obtained".

Now, do you remember getting this letter, Mr. O'Shea?

A. Yes, I do remember meeting the valuer.

711 Q. You went in on foot of that letter and you met the valuer?

A. That's correct, yes.

712 Q. The next letter is at 17th of September and we will go straight to it. It is addressed for your attention?

A. Yes.

713 Q. Which is, it will be coming up there in a second, Mr. O'Shea?

A. Yes.

714 Q. And that I think confirms that you had in fact gone in and spoken to the valuer?

A. That's right.

715 Q. Okay. Now, and this says: "Dear Sirs, further to my recent discussion with your Mr. O'Shea. I confirm that I would be prepared to recommend the acquisition of your interest in the above property as follows:

- (1) The property is held in fee simple free from all encumbrances.
- (2) The property has an area of four acres or thereabouts.
- (3) The purchase price in full and final settlement shall be in the sum of £80,000 payable as follows: Five percent on signing of the contract and balance on completion.
- (4) Vacant possession shall be given on completion".

There was a caretaker in, Mr. O'Shea?

A. There was, yes.

716 Q. Who was that caretaker, can you remember?

A. What his name was? What's this his name was? Oh, Duffan a fellow by the name of Duffan, an awkward individual.

CHAIRMAN: The agreement is on 3.2154.

717 Q. 134, the caretaker's agreement I will be coming back to that Sir. Yes, thank you. So, the caretaker was a Mr. Gerrard Duffan?

A. That's right.

718 Q. He was in on foot of a caretaker's agreement?

A. Yes.

719 Q. That each party be responsible for their own costs, nothing shall be deemed to constitute a contract; and then he asked you to revert to him with your acceptance of the proposals?

A. Yes.

720 Q. And I think --.

A. I thought it was, I thought the valuation was too great but --

721 Q. Sorry?

A. I thought it was too big.

722 Q. You thought he was paying you too much money?

A. I was delighted with it I assure you about that, I thought it was very high.

723 Q. You were delighted with the £80,000. You did in fact on the 23rd of September accept the Corporation's offer?

A. Oh, I sure did.

724 Q. And you wrote a letter, or somebody on your behalf wrote a letter which is the next letter in the sequence, the 23rd of September, 87DMA 3.1240.

"Dear Sirs, we have received your letter of the 17th instant, re the above and note the contents. We confirm we are in acceptance of the six terms set out in the letter".

So you were agreeing to sell to the Corporation for £80,000?

A. Oh, yes, yes.

725 Q. And there is a confirming letter then from the Corporation dated the 25th of September.

"Dear Sirs, I thank you for your letter dated 23rd inst. and I confirm that I have submitted the agreed terms to my principals for their approval. I trust that when the necessary approvals have been obtained the Corporation law agent will be instructed to complete the legal formalities.

In this connection I shall be obliged to learn the name of your solicitors".

There the matter seems to stop. Can you tell me what happened, Mr. O'Shea?

A. Well, I tell you I was delighted with the price. I tell you I was sure of that, at that price I was getting a very good price for the land and I spoke to a County Councillor, she was a lady now, I know her husband very well. I use to play golf with him in Skerries. And I said "will the council buy that land from us". "I will not" she says, "£80,000, isn't there plenty of Corporation houses vacant and put the itinerants in there", so I didn't hear anymore about it. I don't know what happened after that. We didn't, the sale didn't go through anyway.

726 Q. The sale did not proceed?

A. Oh not at all, no.

727 Q. So what did you decide to do with the lands. You still had the lands?

A. Well, I tell you the neighbours there which, an accountant, we had in the office for years, a very good man, he was living quite near it, and he came to me, I remember well when he came to me. It was a Sunday evening after coming in from golf and he came in with a big trench coat on him;

"Jesus is this fellow a detective to take O'Shea away?"

They were having a crack at me, you know. And he was very worried that, that the itinerants were to be put in there and, because he had been living there for so many years.

Well says I "I can do nothing about it, but as far as I know they are not taking it now". But says I, "the priest was on to me", parish priest of Finglas, would I give them the site for nothing. "By Jaysus, I couldn't do that" I said, "Shanahan's wouldn't agree to that", Shanahan's were, Shanahan's sons were -- so, I said "I will approach Jim Gogarty, because if the knackers get in there" I said, "it will ruin his farm".

728 Q. Did this conversation with this accountant gentleman take place after you had been talking to Dublin Corporation?

A. Yeah, I think so anyway, I think it was, yeah.

729 Q. So up to the end of --.

A. I knew anyway they weren't taking it at that time.

730 Q. So?

A. I told him that they weren't taking it.

731 Q. But in, at the end of September of 1987 it appeared from the correspondence that they were taking the four acres, the Corporation; isn't that right?

A. I don't know, they didn't take it anyway.

732 Q. This is subsequent?

A. I have some letters, I expect there should be a letter there somewhere that they weren't taking it.

733 Q. Yes; and there is a subsequent letter which is not addressed to you but it is a letter addressed from a Mr. Balfe in the Corporation, to Alderman Jim Tunney, dated the 18th of November 1987. And that seems to indicate that they were still dealing with you at that stage about acquiring the four acres?

A. I knew Mr. Tunney all right.

734 Q. All right?

A. But I know anyway in my heart and soul that we got some correspondence, that we got some phone calls that they weren't taking it.

735 Q. Yes, but this is a letter in November?

A. Because if they were taking it I would give them, as I told you before, very quick.

736 Q. Yes. This is a letter of the 18th of November, and it is addressed to Alderman Jim Tunney. And it says "Dear Alderman, I refer to your letter dated 9th November of 1987 in connection with above, I can now confirm that Dublin Corporation are in the process of acquiring the O'Shea & Shanahan lands at Finglas"?

A. Yes.

737 Q. Do you see that there?

A. I do, yes.

738 Q. Okay, that is a letter from the Corporation?

A. Yes.

739 Q. And it says: "You will recall that when the development at St. Margaret's Road was abandoned it was agreed that we would look for an alternative site to accommodate the travellers illegally camped in the area the location of this site has been accepted by all the parties concerned.

.

Approval from the Department of the Environment is now being sought for the purchase of this site. We do not anticipate any problems resulting from the relocation of these families. Yours sincerely" that is signed M. Balfé, Principal Officer. Do you see that letter?

A. I do, yes. I do, yes.

740 Q. Now, the relevant portion of it is that at that stage in,

on the 18th of November, 1987, the Corporation were confirming they were in the process of acquiring your lands?

A. Yes.

741 Q. They didn't subsequently acquire your lands; is that right?

A. They did not, no.

742 Q. And you had a discussion with this accountant who was concerned about re housing for itinerants being placed on these four acres; isn't that right?

A. Yes.

743 Q. Did that conversation with the accountant take place after you had finished dealing with the Corporation?

A. Yes, as far as I know, yes. There was some correspondence or there was some phone call anyway, that they weren't taking it.

744 Q. Yes, but at least up to the 18th of November, 1987, the possibility, it was a live issue with you, that the Corporation might buy these lands?

A. It was yes, yes.

745 Q. And did you have any --.

A. I don't know the dates now, but.

746 Q. But that is what the letter says, it says: "We have", it says "I can now confirm Dublin Corporation are now in the process of acquiring the O'Shea and Shanahan lands at Finglas"?

A. Yes. 1987.

747 Q. Yes, during the time that you were dealing with Dublin Corporation about the possibility of them buying these lands, did you deal at all with Mr. James Gogarty?

A. No, no. No. I didn't, I didn't deal, I didn't deal with Mr. Gogarty or Jim Gogarty until I was quite aware that the Corporation weren't taking it.

748 Q. So you went to Mr. Gogarty, but not until you had finished your dealings with the Corporation?

A. I think so, yes, as far as I can remember anyway, yes.

749 Q. And certainly --.

A. I am not one hundred percent sure now, but I think I had finished with the Corporation at that time.

750 Q. So certainly by the middle of November of 1987 the Corporation were still interested in buying your lands as a halting site?

A. 1987, that's right.

751 Q. So sometime after that and you can't remember when, you were informed that the Corporation were not going to take your lands?

A. As far as I know, yes.

752 Q. When you were informed of that what did you decide to do about the lands, the four acres?

A. I approached Jim Gogarty.

753 Q. Yes?

A. And I told him the knackers were coming in there.

754 Q. Yes?

A. I had ceased correspondence with the Corporation, I think, I think whatever date it was, but I let on to him that the knackers were coming in there and they would ruin the rest of the farm. They were in there, if they were in there they would never sell it, so we agreed on a price.

755 Q. Did you have --.

A. But I was still hopping a ball at Gogarty, at Gogarty at that time. The knackers would be in there, you know, and he offered me £65,000 for it.

756 Q. Yes. I think in fact, and the documents will show, we will deal with them slowly and in turn, that that deal was 1988 that that deal was done?

A. Was it '88, was it?

757 Q. That is why I want you to think very carefully, Mr. O'Shea, you have been dealing with the Corporation, you had been dealing with the Corporation up until the middle of November of 1987; you had not been dealing with Mr. Gogarty at the same time?

A. No. No.

758 Q. Sometime after November, the middle of November, you discovered that the Corporation were not buying your lands?

A. Yes, I think so, yes.

759 Q. Is that right?

A. Yes.

760 Q. And then you went to see Mr. Gogarty?

A. Yes.

761 Q. Did you go and see Mr. Gogarty before the end of 1987?

A. 1987? I don't think I did, no.

762 Q. So?

A. No, I don't think so.

763 Q. So would you have - when did you approach Mr. Gogarty about the fact that he might be interested in acquiring these lands for Murphys?

A. I don't know. I haven't a bloody clue. I haven't a clue.

764 Q. And when you met Mr. Gogarty to discuss these lands, where did you meet him?

A. Well now, I can't tell you where I met him. I met him in some hotel or some place like that.

765 Q. Did you go out to the site at all, out to the four acres?

A. Did I what?

766 Q. Did you go out to Poppintree, out to the four acres?

A. We didn't go out to Poppintree at all, no. I can't remember going out there anyway.

767 Q. And you were discussing with Mr. Gogarty that he should buy

these four acres?

A. That's right. That's right.

768 Q. Because they were effectively surrounded by Murphy lands?

A. They were, yes.

769 Q. And there was a problem with the itinerants?

A. Yes.

770 Q. Right. Did Mr. Gogarty discuss anything else with you in the course of these negotiations?

A. I can't remember now what we discussed. He offered me a price anyway and I accepted it and I got paid.

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MR. HERBERT: Mr. Chairman, I have serious considerations that the witness is under extreme stress now, and it is not fair, I think, it is no concern of mine really, but just in case it should become my concern, I am very upset, very concerned that the witness is exhausted.

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MR. CREEGAN: Chairman, I was just about to make the same observation.

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MS. DILLON: I hope I am not the big bad wolf here.

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CHAIRMAN: As the matter has been drawn to my attention, I was actually looking at my watch and seeing that we had five minutes to go. We will close the business of the day until 11 o'clock tomorrow morning.

A. Oh heavenly God, I thought by the radio last night that I would be going to be crucified today. We would call it the day of the crucifixion.

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MS. DILLON: That didn't happen now.

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CHAIRMAN: That didn't happen.

A. That was what I was afraid of.

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MS. DILLON: I left the nails at home.

A. I wouldn't have to go beyond today, you know, that kind of stuff. It would be the day of the crucifixion.

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MS. DILLON: Sorry Sir, I may have inadvertently said today that Mr. Leslie Mellon had died, when we were discussing those documents that Mr. Herbert was objecting to, earlier on. In fact Mr. Mellon is alive and well and I am happy to confirm that it was entirely an error on my part.

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CHAIRMAN: It was an error on my part.

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MS. DILLON: To keep the record clear.

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CHAIRMAN: 11 o'clock tomorrow morning; is that right?

A. Thank you, Chairman.

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CHAIRMAN: Right oh. To another happy and relaxed today.

A. I hope to God it will finish.

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CHAIRMAN: Oh, it will.

A. I didn't think I would have to come back tomorrow morning.

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THE HEARING WAS THEN ADJOURNED UNTIL THE 11TH NOVEMBER 1999
AT 11AM.