

THE HEARING RESUMED ON THE 30TH OF NOVEMBER, 1999, AT 10:30 A.M.

AS FOLLOWS:

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CHAIRMAN: Good morning everyone.

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MS. DILLON: Mr. Murphy.

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JOSEPH MURPHY JNR., HAVING ALREADY BEEN SWORN, RETURNS TO THE
WITNESS-BOX AND CONTINUES TO BE EXAMINED BY MS. DILLON AS FOLLOWS:

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MS. DILLON: Yes, I am sorry about the delay, Sir. There was
some suggestion about discovery documents. A matter that was to
be mentioned to you this morning but has gone back. In addition,
certain documents were circulated yesterday inadvertently by us.
They are going to be returned by all of the parties. They are not
relevant. It is not intended to put those documents to this
witness. I think all the parties have been contacted. I don't
think there is any difficulty in relation to that.

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CHAIRMAN: I do appreciate that because it was an error.

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MS. DILLON: It was an error on our part.

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CHAIRMAN: To avoid the errors happening again I am going to
destroy the copies that we have. It has nothing to do with this
Tribunal.

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MR. COONEY: I appreciate that.

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1 Q. MS. DILLON: Yes. Good morning, Mr. Murphy.

A. Good morning, Ms. Dillon.

2 Q. Yesterday we had been working our way towards the end of 1988 and

looking at what was happening in the company and we had seen that some efforts were being made to dispose of various parts of the company. One of the things I should have asked you yesterday and probably didn't, at the time that you were made a director of JMSE and the other companies in Ireland, were you also made a director of the English companies?

A. Yeah, I think I was made a director on the 14th of June, it probably was a little bit later.

3 Q. Is that in relation to AGSE?

A. I am not sure now when I was appointed to AGSE, that would have been the other group of companies, I was appointed a director at the meeting with Mr. Conroy.

4 Q. In relation to Murphy Limited?

A. Yeah.

5 Q. Were you also appointed a director of that company?

A. I was, yeah, and on I think the 14th of June.

6 Q. And in relation to all of the Murphy companies, or the Murphy Group of companies in Ireland or England were the steel, cable laying?

A. All in around that time.

7 Q. All in around that time. I think you told us you were based primarily in London, in England?

A. Yes, I was based in England, yeah.

8 Q. Can I clear up with you one matter before we proceed and that is in relation to 44 A Bedford Court Mansions, is it 44 A Bedford Court?

A. Correct, yes.

9 Q. You told us yesterday that that was an address, an apartment that was owned by the company and various people stayed at it at various times?

A. Correct, yes.

10 Q. And was correspondence directed to you at that address?

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A. No.

11 Q. Would anybody have given that as an address at which you could be contacted?

A. Maybe, maybe because I did, as I said, stay at it for maybe four or five weeks so maybe.

12 Q. During which period?

A. Oh, it was '85 maybe, 1985 leading into '86 until I got the apartment in Maidavale.

13 Q. When did you get the apartment in Maidavale?

A. '86.

14 Q. Has that been your residence since?

A. I sold that in 1993.

15 Q. So since '86 and '93 your home address, as it were, was Maidavale?

A. Yes.

16 Q. Was any correspondence ever directed to you in 44 A Bedford Court?

A. I think there was correspondence directed there to my father maybe.

17 Q. Not to you?

A. I don't think so. There may well have been but I have no knowledge at this particular time of correspondence being sent to me there, maybe, maybe.

18 Q. Yes. If someone was giving an address for you in 1994 as to where you could be contacted the address they would give would be Maidavale?

A. The address they would give would be Maidavale, yes.

19 Q. The only reason that I want to draw your attention to it is that Garda McEneaney in his statement says that when he made an inquiry, this is in 1994?

A. Um.

20 Q. Made an inquiry in JMSE about contacting you, he was given 44 A Bedford Court. I will get Garda McEneaney's statement for you in a moment.

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A. That is fine, there is no problem with Detective McEneaney, I had two or three occasions to contact him, and eventually did contact him.

21 Q. That is not the question. The question I am asking you is about somebody in JMSE giving your contact address?

A. Maybe it was Jim Gogarty that gave it to him or gave it to one of the -- I mean, we saw he gave a list of names and addresses to Michael Bailey.

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MR. COONEY: The witness must be allowed answer. Ms. Dillon must not interrupt the witness if she does not like the answer.

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MS. DILLON: It is not that I don't like the answer. I have no interest in the answer. Somebody in JMSE, I will get you the statement from Garda McEneaney in 1994.

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MR. COONEY: Perhaps Mr. Murphy could be allowed to complete the answer he had been giving when he was interrupted.

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CHAIRMAN: Mr. Cooney, again what particular relevance is it, it was the addition not the question originally but the addition as to whether Mr. Gogarty might have given it or not. There is no suggestion it was never put to Mr. Gogarty, and certainly it is a proposition that someone, and it is perfectly reasonable that the office of a company would give a particular address.

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MR. COONEY: It may have.

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CHAIRMAN: I don't see anything particular --

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MR. COONEY: I agree that is not the issue, the issue is whether or not a witness is entitled to answer a question fully.

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CHAIRMAN: He is entitled to give the answer to the question in proper, he is not entitled to go into a diatribe about somebody else. Now I don't want to get involved in this. I take the view and take it very clearly, that it is perfectly acceptable that a Dublin branch or a Dublin office would give the London office as an area in which this man could be contacted. I see nothing wrong, nothing suspicious about that.

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MR. COONEY: I am a bit concerned that you use the word 'diatribe' referring to the way in which Mr. Murphy answered the question, excuse me.

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CHAIRMAN: I will withdraw the word 'diatribe' the unfortunate comment. It was not intentional. I mean the situation is it is a perfectly acceptable answer.

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MR. COONEY: Yes. As a matter of practice, Mr. Chairman, could Mr. Murphy be assured that if he starts an answer he is entitled to finish it?

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CHAIRMAN: If he is answering the question which he is asked, certainly, there is no doubt about that.

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MR. COONEY: Very well. I suggest, Mr. Chairman, that you rule if the answer is proper.

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CHAIRMAN: To date I have no occasion on which Mr. Murphy has not been able to give a full answer to any question he has been asked. In the future that will apply also.

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MR. COONEY: Good, I am glad to hear it.

22 Q. MS. DILLON: It wasn't my intention, Mr. Murphy, despite anything that may have been suggested, to cut off an answer that you were giving. I will get you the statement from Garda McEneaney and he spoke, apparently, to a female secretary in JMSE. So the source of the information was not Mr. Gogarty, but we will just hold on until we get Garda McEneaney's statement. You can read it and I will ask you the question then.

A. If it says it on the statement fine I will accept that, Ms.

Dillon.

23 Q. According to Garda McEneaney's statement it did not emanate from Mr. Gogarty?

A. Fair enough then.

24 Q. You have the statement in front of you. The only portion of it that I wish, and all of these documents have already been circulated now. (Handed to witness).

A. Sorry, would you not put the part where he didn't hear any threats as well, would you read that in please?

25 Q. The only issue I am dealing with you at the moment because it is relevant to correspondence that I wish to open up is the use of the address 44 A Bedford Court. Just so there is no illusion about where I am going I want to open a series of letters from Mr. Copsey and Mr. Gogarty addressed in 1989 to that address.

A. Fine.

26 Q. What I am trying to establish is whether you were there?

A. Right.

27 Q. Or why correspondence was being addressed to what was described yesterday as an accommodation address where various employees worked. That is the purpose of this. I am not dealing with the telephone calls at the moment, Mr. Murphy.

A. Okay.

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28 Q. I will come on to those when we get as far as 1994 and 1992.

A. Okay.

29 Q. So it would appear from this statement, that towards the end, I am looking at page two of the statement, and he says;

"I made inquiries at JMSE, Shanowen Road, Santry, as to the whereabouts of Joseph Murphy Jnr.. I spoke to a female secretary who informed me that Joseph Murphy Jnr. resides permanently in England at an address at 44 A Bedford Court, LW31. She gave me a telephone number, O31 8316157 to contact him. I made contact with Mr. Murphy and advised him as to the reasons for calling him".

We don't need to go into, at the moment, the reasons why Garda McEneaney was calling you. All I want to know is why anybody in 1994 would have given 44 A Bedford Court as your permanent address?

A. Well I don't know. Maybe the address she had there, the girl on the desk, maybe it wasn't updated or whatever. I can't really explain that but I certainly wasn't trying to avoid the issue if that is the insinuation, because I did make contact with Detective McEneaney. I have no explanation why somebody else would have given that address.

30 Q. The telephone number 031 8316157, can you tell me was that your telephone number at that time?

A. Well, that is in 1994. That is a bit jumbled up I think. That should read 0171631517. The numbers are jumbled up but it is near enough the telephone number of that address.

31 Q. Of 44 A Bedford Court?

A. Yes.

32 Q. So that was the telephone number?

A. O17 --

33 Q. Or a close approximation of it. Is it your evidence in any event that you were not residing at 44 A Bedford Court?

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A. Maybe the girl at the desk hadn't updated the address, you know, my new address for correspondence or whatever.

34 Q. For correspondence. The only reason, as I have said, I just want to make this clear, that I wanted to draw that to your attention is because various pieces of correspondence from Mr. Gogarty and Mr. Copsy that we will be looking at this morning are addressed to that address?

A. That's fine.

35 Q. Can you tell me in the light of that, that certain people appear to have been using 44 A Bedford Court as a postal address, what the arrangements were about getting the post?

A. I think that some of the confidential letters, I think that Mr. Copsy used to write confidential letters to my father rather than sending them into the office where they may be opened by somebody else, because he was there so infrequent, the office in London, so he used that as an address for confidential letters.

36 Q. So, people resided at that address; isn't that correct occasionally, 44 A Bedford Court?

A. That flat has been empty for the best part of four or five years, you know, four years anyway.

37 Q. For the last four years?

A. Four or five years. I am not exact, yes.

38 Q. So that would bring us back to 1994, 1993; isn't that right?

A. Probably, yeah.

39 Q. Yes, so can you tell me was anybody living there between 1988 and 1992?

A. '88 and '92, I think my sister might have lived there for a while.

40 Q. During what period?

A. During that period.

41 Q. During what time in that period?

A. I don't know, I would have to check.

42 Q. Was she there for two years, three years?

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A. For a couple of years.

43 Q. For a couple of years. Did anybody else reside there?

A. Before that we had in the '70s, I think my father had a couple of nephews living there, I think before that he used it for certain employees, engineers that we might have to bring down from the North of England or whatever to work in London for a month or two months and they resided there.

44 Q. In 1988 and 1989 who was living there?

A. In 1988 and '89? I think my sister was living there.

45 Q. And any correspondence that was addressed to Mr. Joseph Murphy at that address, was any of that correspondence for you or was it solely for your father?

A. I would say that it was solely for my father, but I may be wrong. There may have been the odd letter that would come for me, certainly, I would say the majority of that would have been for my father.

46 Q. In relation to any correspondence that was sent to 44 A Bedford Court, what arrangements were made to pick up that correspondence and direct it on?

A. I think I may have picked it up.

47 Q. I beg your pardon?

A. I think it may have been sent to me by my sister or I may have picked it up.

48 Q. Yes?

A. And either sent it on to my father or read it out to him, you know, on the phone.

49 Q. In the normal course of events, was that the normal arrangement that was in place in relation to correspondence that went to 44 A Bedford Court, that you were the person who would normally, if not always pick it up, open it, contact your father or communicate it to him?

A. Or it might be posted to me or whatever.

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50 Q. Or your sister would post it to you?

A. Yeah.

51 Q. And you would open it, read it and contact your father in relation to it?

A. Um.

52 Q. And that was the arrangement. So you would have had sight of any correspondence that came in or was directed into that address that was addressed to Mr. Joseph Murphy?

A. I mightn't have sight of it all. If he was visiting London himself he might have picked it up himself. I am not saying every single document was sent to me and that I read it. He might have been, I mean in that period, that particular period you are talking about now, '88 and '89, we discussed at length yesterday the turmoil that was happening at the time, so my father had spent a little bit more time than he usually would in the U.K. and he may well have picked up certain documents there himself.

53 Q. Yes, but as I had understood you to say previously, was that in the normal course of events, though not on all occasions but the normal course of events was if these correspondences arrived during the time your sister was living there she would post it to you?

A. No, no, if you are talking about the '88, '89 period, my father was spending a little bit more time in the UK because of the various different events. He may well have taken those letters or documents himself. After that period when the turmoil so-to-speak was over and he had gone back to Guernsey and retired, the odd letter may have arrived there for him and I may have got it and opened it and read it to him.

54 Q. How much more time was your father spending in London in 1988 and '89 than he had been accustomed to prior to that time?

A. Maybe, I don't know, I would say he might have been spending six, eight weeks maybe in London in those couple of years, maybe a

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couple of months. You know, you are trying to pin me to -- you know, he might have been here for a week, he might have come back. He might have gone back for a couple of days, I wasn't keeping count of how many days he was in England.

55 Q. During the period that we are talking about, is 1988; is that correct?

A. That's correct.

56 Q. To 1989?

A. Yeah.

57 Q. And during that period are you saying he would have spent at most a two month period in total in --

A. I don't know how long he spent.

58 Q. You don't know how long he spent?

A. No, no.

59 Q. Do you yourself have a recollection of during this period of time picking up post from that address and sending it on to your father?

A. I don't.

60 Q. So are you saying that you never picked up any post at that address during that period and sent it on to your father?

A. I just said to you earlier on, during that period if he was visiting himself that he may well have picked up the post and taken it himself. I may have picked up post and given it to him or posted it to him. I have no recollection of it. I think that the odd bit of post when he did go back to Guernsey in 1990, I would have picked up or it would have been sent to me and sent to him. During that period I can't be specific how many letters he picked up or I picked up. It is, you know, I have no recollection. I mean I may well have, you know.

61 Q. I had understood you, perhaps the mistake was mine, Mr. Murphy, to say that the arrangement had been in relation to?

A. There was no arrangement, it was an ad hoc arrangement, there was

no specific arrangements.

62 Q. Sorry. If you wouldn't mind not interrupting me I promise not to interrupt you.

A. I apologise, sorry.

63 Q. I had understood your evidence to be, that the ad hoc arrangement or the loose arrangement was that if this occurred at the time when your sister was living in the premises she would post the correspondence to you, you would open it, read it and contact your father about it. Alternatively, you had told me that you might call to the premises and pick up the correspondence that was there?

A. Yeah.

64 Q. I had understood your evidence to relate to correspondence that was addressed, including the period 1988 and 1989, am I correct or am I incorrect in thinking that that is what you said?

A. What I said was that a loose arrangement, if I called to that apartment to see my sister, if there was a letter I might have taken it, given it to him. If he was in Guernsey I might have taken it, posted to him. Again, I might have taken it and read it to him or she might have handed it to him.

65 Q. So the correspondence that was being addressed, as I understood your earlier evidence, to 44 A Bedford Court was confidential correspondence directed towards your father, sensitive correspondence that he did not wish to be opened at the general offices of AGSE or JMSE in London?

A. You are using the word 'sensitive', I used the word 'private'.

66 Q. I am quite happy to adopt the word. It was private correspondence that your father did not wish going into the general offices?

A. Yeah, maybe. I mean because he was at the offices so infrequently it might get lost or somebody else might open it.

67 Q. Yes, and therefore if, for example, can you tell for example what arrangements were made in respect of any correspondence that would

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be directed to that address at the time when there was nobody there living in the premises?

A. I may have called down there and checked the post.

68 Q. How would you have known that there was anything to collect?

A. I would go and check.

69 Q. So you did go and check?

A. After there was nobody living there, yeah.

70 Q. Can you tell me when was the period when the premises were vacant, Mr. Murphy?

A. From the mid-1990's onwards.

71 Q. So the premises were continuously occupied from 1988 to 1993; is that correct?

A. I wouldn't say continuously, I wouldn't say continuously, on and off maybe.

72 Q. Well, on and off. Let's deal with on and off, Mr. Murphy. Can you tell me if we start in 1988, who was actually living in those premises in 1988?

A. I can't, I don't know who was living there in 1988, it could well have been my sister.

73 Q. Do you know who was living in the premises in 1989?

A. I don't know if it was vacant. I mean, she was away abroad a lot. She came and went. I can't be specific. I can't be specific who was there in 1988 or '89 or '90, I just can't be specific.

74 Q. I beg your pardon, do you want to finish?

A. '88, '89, '90, '91, as I said, she was coming and going, she was abroad in various different places. I can't be specific about that. I don't know the time or the actual dates when she was there or when she wasn't there.

75 Q. Yes. So did your sister travel abroad a good period or a good deal during this time?

A. She did, yeah and before it, yeah she worked in Spain, she worked

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in America.

76 Q. And would she be gone for periods of months at a time?

A. Yeah.

77 Q. All right. In those circumstances your father was not permanently residing in London during this period I understand?

A. No.

78 Q. So during that period when your sister was out of the country, who attended at the premises to see if any post was there?

A. Maybe I did, yeah.

79 Q. I beg your pardon?

A. I did probably, yeah.

80 Q. Are you saying you did, yes, or you did --

A. I can't specifically remember actually going down there but, you know, I will accept that I did go down there and check the post.

81 Q. And on those occasions when you did go down and check the post?

A. Actually, there was a bloke we had in Tottingham, he was a painting kind of handyman, and we used to send him sometimes down to check the post and bring it back to the office to me, so I didn't always go down there.

82 Q. Who would he give that post to when he brought it back?

A. To me.

83 Q. To you? If you went down to pick up the post or if the painter delivered the post back to you in the offices, you opened the post and you read it and then you contacted your father; was that the practice?

A. That is correct.

84 Q. Right. And is that a system - how long did that system of communication exist, Mr. Murphy?

A. Until the correspondence stopped. I mean even to this day the bills come in and all that and they have to be collected and picked up and paid. As I said, it was a loose ad hoc arrangement. It wasn't a particular system, it continues right to

this day.

85 Q. Yes. Why would somebody, I had understood, I mean, obviously I am getting to the purpose of using 44 A Bedford Court as an address, that these were private matters that your father wished somebody like yourself to deal with rather than anybody else?

A. Um hum, there was a lot of private matters going on in those years, trust matters and such like things.

86 Q. Why would bills be a private matter, Mr. Murphy?

A. I said that is all that is left of the post now, bills have to be paid, electricity bills have to be paid, the Council Tax has to be paid. All those documents go to the actual address, yes, the actual address itself. Electricity, gas, water, the Council Tax, all those letters are dropped through the postbox right to this day and they have to be paid.

87 Q. Yes. So when did your father or anybody else stop using 44 A Bedford Court as a postal address?

A. I mean, if you are asking me when the last letter came in from him I don't know, but certainly most of the correspondence would have been around the time of the turmoil, '88, '89, '90 period maybe, you know.

88 Q. 1990, was there --

A. Ms. Dillon, I can't be specific in what post came in what years, I have explained earlier on.

89 Q. Do you have a recollection of any post arriving after 1990?

A. It probably did, yeah.

90 Q. All right. I want to move on to look at some of these documents, Mr. Murphy, but can I ask you before we move on to look at the documents when was the first time you became aware that there was a plan to sell the lands in North County Dublin?

A. I think that my father mentioned to me in around April or May of 1989.

91 Q. And what did your father say to you?

A. He told me that James Gogarty had been at him for a long, long time and I think the words he used were "hounded him" to sell the lands. I think that he said that he was in negotiations or he had got a buyer or he was going to get a buyer, something like that. And that these lands were never going to come to anything, you know, as regards planning, and James Gogarty said that the agricultural prices were, sorry excuse me, were pretty good at the time and that he was going to go along with it.

92 Q. When you say "he was going to go along with it", are you talking about Mr. Gogarty?

A. He was going to go along with Mr. Gogarty's suggestion.

93 Q. Your father?

A. Yes.

94 Q. And can you tell us, with any more particularity, can you tell us where this conversation took place?

A. I don't know, it could have been mentioned to me in Guernsey, it could have been mentioned to me in London, I don't know.

95 Q. Can you tell us what your reaction to the proposed sale was?

A. Fine, I mean I went along with it. I mean I remember, I think it was maybe the previous Christmas or something he said, "oh, sure the land", I think he mentioned the lands, "sure we will leave them there", just leave them there, it could be before that.

Please don't tie me to dates in '87, '88. I was surprised that, you know, James Gogarty had changed, sorry.

96 Q. I know.

A. I was surprised that James Gogarty had actually persuaded him to change his mind, but he mentioned that the lands were being sold to me. He said that Gogarty was hounding him and that he could get a good agricultural price for them. I said "fine" and went along with it. This wasn't a consultation, he wasn't asking my opinion or anything. This was what he told me.

97 Q. And did you have any discussion with him on what your view on the

matter was?

A. I didn't have a view on the matter. If that was what, at the time we trusted James Gogarty implicitly. If he was getting good agricultural prices for the lands then fine. I didn't at that time know very much about lands or buildings or what price, agricultural prices or planning or any of those issues. When the actual sale of the lands was mentioned to me, as I said, I went along with it.

98 Q. And were you surprised by the decision to sell the lands?

A. As I said to you I was surprised. At an earlier stage he said "oh, we will leave the lands lie there". He mentioned the lands,. I was just surprised that maybe, that James Gogarty had persuaded him to sell the lands, hounded him as he described it, you know. But no way shape or form was this a consultation and he hadn't asked for my opinion. I was never asked for my opinion. And I said "fine". And it was left to James Gogarty.

99 Q. Yes. When it had been proposed previously that the companies would be sold, you had an opinion on that, hadn't you, Mr. Murphy?

A. No, Ms. Dillon. The company in the UK, we were approached, as I explained yesterday, by BICC, it wasn't for sale. They approached us, I suppose everything has its price. If somebody officers you an extraordinary amount of money for something, you are going to sell it. They were approached, the company in London was not for sale. Any negotiations that did start taking place were with the approach. JMSE and AGSE, as I explained yesterday, were put on the market. The only realistic offer that came in was dismissed, so we decided to keep the companies going.

100 Q. Yes.

A. I had actually no involvement whatsoever in those lands. I had no opinion one way or the other. I said fine, if that is the case, if Jim Gogarty can get a good agricultural price, then fine. There was absolutely no dispute between myself and my father. I

want to make that categorically clear because I listened to the lies that James Gogarty told up here about a dispute between myself and my father and it is absolute rubbish.

101 Q. You said to me a few moments ago that your father had a conversation with you the previous Christmas in which he had said "let the lands lie"?

A. It may have been before, as I say, I said please - sorry for interrupting you. I said please don't tie me to dates much, it was sometime before that.

102 Q. I think dates are very important in this Tribunal. We must all make every effort to be as precise as we can.

A. I am trying.

103 Q. You had said to me earlier on that the previous Christmas your father had said "let the lands lie there"?

A. It mightn't have been the previous Christmas, it may have been September, it may have been October, it may have been January, you know, in or around that time. He just said "we are letting the lands lie there". He must have been in discussions with James Gogarty about the lands or something like that. I was surprised then that they had suddenly bought them and suddenly changed their mind about it.

104 Q. Yes?

A. I can't be specific. I mean this is, as I say, ten or twelve years ago.

105 Q. Yes. I think I referred you yesterday to a paragraph in an affidavit by, I think it was Mr. Christopher Oakley. And I think it was the, no actually, it is Mr. Murphy Senior's. It is the black book. (Handed to witness)

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And this was the paragraph dealing with the, maybe the draft affidavit, dealing with the decision to sell the lands. I am just trying to find it, there are so many affidavits, Mr. Murphy. I

just want to find it.

A. There certainly is.

106 Q. Sorry. Yes, it is the affidavit, the sworn affidavit of your father of the 20th of April, of 1990 in relation to this issue.

A. Yeah, what tab is it?

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MR. COONEY: What tab is it?

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MS. DILLON: Sorry, Mr. Cooney, Tab 7.

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MR. COONEY: Thank you.

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107 Q. . MS. DILLON: This may not be, I think it was the -- paragraph 72 Mr. Conroy refers, do you have this, Mr. Murphy? It is Tab 7, page 24 at the bottom. If you look at the bottom of the page behind Tab 7.

A. It is paragraph 73; is it?

108 Q. 72, no 72.

A. Behind Tab 7?

109 Q. Behind Tab 7. This is an affidavit of Joseph Murphy, sworn the 20th of April, 1990.

A. Tab 7, paragraph? Paragraph 72; is that right?

110 Q. That's correct.

A. Oh, yes, I have it now. Sorry.

111 Q. Do you have that?

A. I do indeed.

112 Q. Now, that sets out that Mr. Conroy is referring to an affidavit.

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"Mr. Conroy refers to the sale of building sites by Grafton Construction Limited and Reliable Construction Limited.

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It is true that there have been sales of land in Ireland. In the summer of 1988, a report was commissioned by the trustees of the viability of the land holdings in Dublin. Some of these did not have planning permission and appear to have little prospect of proper development. A copy of the said report is now produced and shown to me marked JM8. Whilst Mr. Conroy may not have been aware of the contents of that report, he was aware from the discussions that took place prior to June 1988, that because of the unsatisfactory nature of the land holdings and in particular the inability to obtain planning permissions, it was intended to dispose of such holdings in due course. Indeed, Mr. Conroy himself in 1988 instructed the solicitor acting for Reliable Construction Limited to remedy a defect in the title to enable the land to be sold. The decision to sale the land was made in or around December 1988 following Mr. Gogarty's report. At that stage, no proceedings had been commenced by Mr. Conroy; and it is nonsense to suggest that the land has been sold in order to defect his claim. The decision to sell such land comes from a consideration by the companies and the Trustees of their commercial value and development potential. Two of the acquisitions have been made on the advice of Mr. Conroy which have been proved to be disastrous (Finglas Industrial Limited and Barrett Developments Limited)".

Now, that is an affidavit sworn by your father of the 20th of April, 1990?

A. That's fine, yes.

113 Q. In relation to proceedings in relation to those taken by Mr. Conroy, in that your father is deposing to the fact that he received a report from Mr. Gogarty it appears, and made a decision in December 1988 to sell the lands?

A. Um.

114 Q. And I just want to draw that to your attention in the context of

you saying that you had a conversation with your father in which he had said his decision was to let the land lie there?

A. Um. I have said, you know, not to pin me to dates, it could have been before that, it could have been September, it could have been October, it could have been November, whenever. You know, I am not sure when he actually said that. So, obviously, this report changed his mind in 1988 and he informed me in April, May, it could have been even before that in 1989.

115 Q. There is nothing in this to indicate that the decision to sell the lands was as a result of anyone being haunted by anybody else; isn't that correct? If this is the correct reason for the sale of the lands?

A. There is nothing in that affidavit to say that but there is in my father's evidence.

116 Q. Yes, this affidavit sets out, which is sworn by your father, the reason why your father was saying in 1990 a decision was made to sell the lands?

A. That is what it says.

117 Q. That is what it says?

A. Of course, yes.

118 Q. And that it was done as a result of a proper consideration of the lands and their development potential?

A. That's what it says, yeah.

119 Q. Right. Now, if we can come on to deal with the documents. The next document that I wish to deal with is the minutes of the meetings of JMSE on the 14th of November, of 1988. Again, this is a meeting at which you were present, Mr. Murphy. This you will find in that book, and it is at page 61 of that book. And this is simply, I don't intend to pay any great attention to the matters. We will run down fairly briefly through it and this is in November 1988.

Present at the meeting were Mr. Joseph Murphy Jnr., Mr. Jim Gogarty, Marcus Sweeney, Mr. Copsey. They dealt with contracts. There had been some problem in relation to strength of steel. They dealt with the bonus system, which is item number 4. And they went on to deal with capital expenditure, and at item number 7 Mr. Grehan was in general satisfied there had been a significant improvement in the flow and quality of the information between the two works. I presume the two works referred to there are JMSE and AGSE?

A. Correct.

120 Q. And the bonus system that is referred to there, I presume is a bonus system for payment of employees, it is at the top of that page?

A. Yes.

121 Q. Now, I want you to look at item number 8, "Cars". "The question of cars for Fleetwood was discussed at length, it was agreed to recommend the following to Mr. Murphy". Was that Mr. Murphy you or your father in respect of cars? Do you see that, item number 1?

A. I do. I am trying to think who it would have been.

122 Q. Well you were at the meeting, Mr. Murphy?

A. Yeah, and it was 11 years ago. I am trying to read the minutes again to recollect my memory.

123 Q. Absolutely. Take your time. Take your time.

A. Yeah, that probably would have been me.

124 Q. It was you?

A. Um.

125 Q. So you were at the meeting and they say "The question of cars for Fleetwood was discussed at length and it was agreed to recommend the following to Mr. Murphy in respect of cars"?

A. Yes. Obviously, it is there in the minutes, yeah.

126 Q. And not yourself, not your father. You don't think it is your

father?

A. You know, I am not sure to be honest.

127 Q. If you turn over the page to page 14, Mr. Murphy, where you are referred to as J. M. Junior?

A. Yes.

128 Q. You see there it was noted that "Gay Grehan had committed the company to contracts in Ireland without Board approval.

Clarification would be sought from J.M. Senior that he authorised the acceptance of these contracts outside the Board approval, although J.M. Junior felt this was unlikely"?

A. Yes.

129 Q. The reference is to J.M. Junior, I suggest to you and you can correct me if I am wrong, that that reference to Mr. Murphy at paragraph 8 is a reference to Mr. Murphy, Snr.. You can disagree?

A. I don't know, I mean it may well have been to me, you know.

130 Q. But if it was a reference to Mr. Murphy, Snr., does that mean that Mr. Murphy, Snr.'s authority was required for the purchase of five additional cars?

A. I don't know whether it was to me or to him.

131 Q. Very good. We will move on from that then. Can I just bring you back to paragraph 14 then. "Acceptance of Contracts".

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"It was noted that Gay Grehan had committed the company to contracts in Ireland without Board approval. Clarification will be sought with JM Snr. that he had authorised the acceptance of these contracts outside of Board approval. Although J.M. Junior felt this was unlikely".

.

Was it the situation that if your father had authorised the acceptance of the contracts without Board approval, that the matter would have been all right?

A. Well that is what it says there, yeah.

132 Q. Is that what that means?

A. I think so, yeah.

133 Q. So that it would be sufficient if your father had approved a contract, even though the Board would not have known of the contract?

A. Sorry, could you repeat the question?

134 Q. I am trying to establish whether the company would have been happy if Mr. Murphy, Snr. had authorised the contract without it going through the Board?

A. If he authorised, the way I read this is that Gay Grehan had committed the company to some contracts. And he obviously said at the time that my father authorised acceptance, and I was saying that I didn't think this was the case. That is the way I read that.

135 Q. Yes, but what I am asking you now from looking at that document, does it bring back to your mind that if Mr. Grehan had gone directly, for whatever reason to Mr. Murphy Snr. about these contracts, and had got approval from Mr. Murphy Snr. --

A. He never went to him. He had no direct contact with my father, Gay Grehan wouldn't.

136 Q. -- would the attitude of the Board of Directors have been that if Mr. Murphy Snr. had for whatever reason authorised these contracts, it would have been all right?

A. That is pure speculation. Gay Grehan, he didn't deal directly with my father.

137 Q. I am not suggesting anything, I am asking you because what is written down there, it says; "clarification would be sought with JM Snr. that he had authorised the acceptance of these contracts"?

A. Um.

138 Q. We know looking at these, that Mr. Grehan had entered into contracts without Board approval. So the Board are completely to one side as far as the contract is concerned; is that correct?

A. Grand.

139 Q. So the next sentence there, "clarification would be sought with JM Snr. that he had authorised the acceptance of these contracts"?

A. Yes.

140 Q. If Mr. Murphy Senior had, for whatever reason, authorised those contracts would the Board have been happy?

A. But he didn't.

141 Q. That is not the question, Mr. Murphy.

A. But what you are asking me is to speculate on something that didn't happen.

142 Q. Well, then can you explain to me why the words "clarification will be sought with JM Snr." are there at all?

A. They were clarifying with him to see if, obviously Gay Grehan had said that JM Snr. had approved these contracts.

143 Q. Where does it say that?

A. That is the way I read it. "It was noted that Gay Grehan had committed the company to contracts in Ireland without Board approval. Clarification will be sought with JM Snr., that he had authorised the acceptance of these contracts". The way I read that is that Mr. Grehan was saying that JM Snr. authorised the contracts outside of the Board approval. Although I felt this was unlikely. I felt it was unlikely because Mr. Grehan had no direct contact with my father. That is the way I read that.

144 Q. So your understanding from paragraph 14 is that Mr. Grehan told somebody these contracts had been authorised directly by Mr. Murphy Snr.?

A. Yeah.

145 Q. That is your reading of that?

A. Um.

146 Q. Yes. Very good. We will move on from that.

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I think that Mr. Grehan was subsequently appointed a director of

JMSE; isn't that correct?

A. He was, yes.

147 Q. And I think he was appointed in December?

A. We are still in this book of documents?

148 Q. In 1988. No, it is not in this book of documents, I am asking you?

A. He was, yeah.

149 Q. I think he was appointed, I think, in December of 1988?

A. Yeah.

150 Q. That was Mr. Grehan's evidence to the Tribunal, that he was appointed a director in 1988?

A. Yeah, that's correct.

151 Q. This meeting that we have just looked at took place in November of 1988 and it appears, you say, that Mr. Grehan never contacted your father directly. If Mr. Grehan was saying that Mr. Murphy Snr. had directly authorised certain contracts and you say that that couldn't have happened because Mr. Grehan never spoke to your father directly, knowing that Mr. Grehan was a liar in effect you appointed him to the Board in 1988?

A. I never said Mr. Grehan was a liar.

152 Q. No, you said that your reading of this meant, paragraph 14, "It is noted that Gay Grehan committed the company to contracts in Ireland without Board approval. Clarification will be sought with JM Senior that he had authorised the acceptance of these contracts outside of Board approval, although JM Junior felt this unlikely". You said, and it was your evidence, that your reading of that meant that Gay Grehan was saying that Joseph Murphy Snr. had authorised the contract?

A. That is the way I read it now.

153 Q. That is the way you read it, you also said and it was your evidence that Mr. Grehan never directly contacted your father; isn't that right?

A. He had no direct contact with my father yes, none to my knowledge anyway.

154 Q. So presumably - but following this meeting and this difficulty with Mr. Grehan, whatever it may have been you proceeded to appoint him to the Board of Directors in 1988?

A. We did.

155 Q. Tell me how that was resolved. Paragraph 14 there?

A. I can't.

156 Q. You have no idea, did you speak to your father about it?

A. You have there minutes of meetings, minutes of five or six meetings in 1988. I think there is another one in January of 1989, that might be five or six meetings that I attended purely and simply to get the new structure of JMSE up and running. Frank Reynolds had been appointed a director. Gay Grehan was being appointed a director, Roger Copsey was being appointed a director, shortly into '89 there was a new executive, Tim Parker, put in place with Jim Gogarty as a Chairman. My role was to support, my role was to support these people. And to get the new structure into place and back to England then to my core business. I have no problem, I will accept I attended all these meetings.

157 Q. Yes. When were you appointed Chief Executive, Mr. Murphy?

A. Of?

158 Q. JMSE?

A. I am not the Chief Executive of JMSE.

159 Q. Are you the Chairman?

A. Yes.

160 Q. When were you appointed Chairman?

A. 1990.

161 Q. When were you appointed Chairman of any of the other Group of companies at the same time?

A. No, I am Managing Director of the other companies in the UK.

162 Q. Are you Managing Director of AGSE?

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A. No.

163 Q. Are you Managing Director of Murphy Limited?

A. Yes.

164 Q. When were you appointed Managing Director of Murphy Limited?

A. I don't think there was a formal appointment. Sometime maybe in 1989.

165 Q. In 1989?

A. '89, maybe '90.

166 Q. And were appointed Chairman of JMSE in 1990?

A. Correct.

167 Q. That would have included all of the Irish operations, as I understand it; would that be correct?

A. That would be correct, yes.

168 Q. And you would be in the same position as you describe Mr. Gogarty

I think yesterday, when you were talking about Mr. Gogarty was

Chairman of the Group and he was the person with responsibility.

Do you remember saying that yesterday, talking about Mr. Gogarty's position when he was Chairman?

A. I do, yes.

169 Q. And your position now is similar in JMSE?

A. Well I am, yes, only Mr. Gogarty would have a lot more technical ability on the JMSE matters than I would.

170 Q. So the position would have been, just in terms of the career profile very briefly would have been, that as of December 1988 you were in charge of I think reps, I think you described it yesterday; is that correct?

A. Um?

171 Q. In 1988 that you equated yourself as being a foreman?

A. An agent, yes.

172 Q. That was in 1988?

A. And '89, I continued that even after the turmoil, I mean, there was no formal appointment. I think it was, I was torpedoed into

the position due to circumstances in '89, '90.

173 Q. Yes?

A. I wouldn't have been the Managing Director I suppose until maybe late '89, 1990 in the UK companies.

174 Q. Of Murphy Limited but a Managing Director's position, as I understand it. I know absolutely nothing about business, it is very much a hands-on job?

A. It certainly is.

175 Q. You need a great deal of expertise, experience in negotiations, dealings, pricings, quantities, all of that sort of matters, to be able to deal with a company as big as Murphy Limited?

A. You do.

176 Q. And it is a multi-million turnover company; isn't that correct?

A. Yes.

177 Q. And you were appointed to this position as Managing Director in either 1989 or 1990?

A. Late, probably, 1990.

178 Q. Or late '89, are you sure?

A. I think it was probably 1990, yeah, maybe around the same time as the Chairman, of JMSE.

179 Q. Was that early 1990 or late 1990?

A. I don't know what time that was. There was no formal document or whatever, it was just --

180 Q. Everybody would have been made aware, surely, in the company, that you had been appointed Managing Director?

A. No, it was another sort of loose arrangement and, that I, as I say, was probably torpedoed into the role earlier than expected due to certain events.

181 Q. Yes, but I mean your job is in charge of a very valuable company with a great deal of assets, a high number of workforce and quite specialised work; isn't that right, Murphy Limited?

A. Yes.

182 Q. It is a very big turnover?

A. Yes.

183 Q. And your position in JMSE was as Chairman with executive responsibility, am I correct in describing it as that?

A. The chairmanship of JMSE is a totally different role than the Managing Director's role, my job in Dublin. Frank Reynolds is the Managing Director. He is the technical man. He appoints the manager. He does the day-to-day running of the company. I get involved in the things - maybe salaries, insurance, capital expenditure, various things like that. I would sit down and discuss costing of jobs, whatever else, but I don't direct this engineer to go on that job or that engineer to go on another job. I leave that solely to Frank Reynolds. I would have that particular responsibility as Managing Director of the English companies. That is the role that I would do. Most of my time is spent over there.

184 Q. Yes, but nonetheless you had moved from a position, if I can describe it, through a very sharp learning curve and through very sharp and difficult times in your company in 1988 to being Managing Director and Chief Executive by 1990 and probably early 1990?

A. I had to learn very, very quickly and learned every year from that, and I am still learning.

185 Q. Um. So, if we can go back to the meetings then, Mr. Murphy, which is - the next relevant meeting is the 4th of January, 1989. And this was a meeting, it is at page 65 of your book. It is a meeting at AGSE of Copse Road, Fleetwood, Lancaster. Present were Mr. Murphy Sr., Mr. Murphy Jr., Marcus Sweeney and Roger Copsey. David Norman and Tom Bryce. Was Mr. Marcus Sweeney also a director of AGSE?

A. I think so. There was something about him coming off and then going back off again, or something. He, I am not sure, he may

well have been.

186 Q. And Mr. Roger Copsey?

A. Yes.

187 Q. Was he a director of AGSE?

A. Yes.

188 Q. Was he also a director of Murphy Limited at that time?

A. No, no Roger Copsey had no involvement at all with Murphy Limited.

189 Q. This goes through various problems that were being dealt with at the time, and I don't think that there is really any need for us to deal with anything, except - again this document tends to show the inter-reaction between the Fleetwood operation and the Dublin operation, but I think you would accept?

A. At the time, at the time, as I said, this Sizewell contract was on board and the other two people, David Norman and Tom Byrce were heavily involved. I think there was negotiations going on for a new Chief Executive, Tim Parker, to come on board. I think he probably came on board the following month.

190 Q. In February of 1989?

A. I think it was February 1989, yes.

191 Q. Can you tell me during this period of time what arrangements were being made about Mr. Gogarty's pension and all of that?

A. I had no direct dealings with Mr. Gogarty's pension. It was left, I think my father instructed Mr. Copsey to deal with that. I was of the opinion at the time that Mr. Gogarty at that time had seemed to be a good loyal servant to the company down through the years and that he be treated fairly, but the actual negotiations, I never negotiated directly with Jim Gogarty. That was left purely and solely to Roger Copsey.

192 Q. Did you ever discuss the matter with your father, the retirement of Mr. Gogarty?

A. Probably, we probably discussed that in the UK with Chris Oakley. I think Chris Oakley got involved a little bit, especially in the

latter part of the period. But I may have been present when the details were being trashed out every so often, but certainly I was of the opinion that he should be treated fairly at the time, which he was in the end.

193 Q. So do you know then who, sorry, are you saying it was your father who would have instructed Roger Copsey to deal with Mr. Gogarty?

A. My father would have instructed Roger Copsey to deal with Mr. Gogarty's pension.

194 Q. And therefore any references in the next matter that we would be looking to JM would be reference to Mr. Joseph Murphy Snr. rather than Mr. Joseph Murphy Jnr.?

A. Yes.

195 Q. If you look at the red book it is the minutes of a meeting with Jim Gogarty on the 7th of February, 1989. This sets out negotiations that had taken place between Mr. Roger Copsey and Mr. Jim Gogarty. And the reason that I want to take you through it is that it is unclear whether the references to JM are references to you or they are references to your father?

A. I can tell you that they are all references to my father.

196 Q. Are you reading the document, Mr. Murphy. I will read the document into the record while you are looking at it. The first part of the first sentence is blank. The document should be coming up between R J Copsey and J Gogarty.

"The purpose was to try to negotiate a settlement amounts which JG felt he was due from JM and all his companies". And that reference to JM is a reference to Mr. Murphy Snr.; is that correct?

A. Correct.

197 Q. "It has been decided that I should act as an intermediary in the matter as JG had become emotional at an earlier meeting.

.

The meeting in question was conducted without ranker between

myself and JG, but having said he did leave the meeting before it was finished because he felt the gap between us was too great and he was becoming emotional. The following arose:

1. JG said that he was entitled to the following:

(A) A salary of £35,000 per annum, indexed for inflation, for the next five years. This amount to be paid whether or not he could work through illness, or in the event of his death, during the period, to his wife Anna.

(B) Anna should receive the sum of £250,000 abroad which she would invest as a pension for herself.

(C) A car, on current terms, for the next five years.

(D) All legitimate expenses.

(E) Full telephone paid.

(F) Compensation for the Sutton site, £22,500.

(G) A bonus of a minimum of £50,000 in respect of his health in and getting back the Murphy companies".

A. Yes.

198 Q. If I could ask you to stop there and ask you briefly, a bonus of a minimum of £50,000 in respect of his help in getting back the Murphy companies, was this the assistance that Mr. Gogarty had rendered in the takeover bid, referring to the takeover by Mr. Conroy?

A. Mr. Gogarty didn't help us in anyway shape or form. This is what Mr. Copsy has said Mr. Gogarty said. Mr. Gogarty didn't help us in anyway shape or form in that litigation. In fact, he hindered us.

199 Q. All right. Paragraph two. "(A) A bonus of £20,000 taxable, had already been agreed between JG and JM as compensation for previous bonuses not paid by Liam Conroy". Is that a reference to yourself or your father?

A. My father.

200 Q. "3. In respect of the items in paragraph number one above, it is

clear that the salary and that the salary is taxable and cash of £250,00 should not bear a tax deduction, but it was not made clear whether the amount payable for the Sutton site and the bonus were thought to be liable to a deduction of tax or not.

The Revenue would expect tax to be deducted from the bonus and at best JG would be personally liable to tax on the monies on the site".

A. Could I just stop you there because, you know, you stopped at a point you wanted. You see point --

201 Q. Stop anywhere, Mr. Murphy, and if on any part of that page that you want to discuss anything there is no difficulty.

A. This would be very, very important to later evidence. I will be coming to it when I come to the meetings with Jim Gogarty. You see (B) there; "and should receive a sum of £250,000 abroad". I would just like to make that point now because I will be expanding on that later on.

202 Q. You can expand on it now, Mr. Murphy. It is of absolutely no significance to me but if you feel it is relevant to the matters please go ahead.

A. This was one of his grievances to me in the two meetings I had with him in the Berkley Court. He wanted, I think, the £300,000 that had to be cleared by the Revenue as part of his pension, he was clearly annoyed, he wanted this sum paid tax free. He wanted this sum paid abroad. He said that he had accounts, offshore accounts and that he used other family members' accounts to put money into. And I explained to him that we could have put this money into any account he wanted and he told me that he didn't understand what I was saying. In fact, he wanted the full £300,000 paid by a company abroad and then to avoid, to avoid the tax and there it is there in writing and he wanted it either paid into one of his accounts offshore or members of his family

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MR. CALLANAN: I merely say none of this was put to Mr. Gogarty.

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MS. DILLON: I have to come to that.

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MR. COONEY: Time and time again we protested about the reluctance of Mr. Gallagher to put things like this to Mr. Gogarty. It is there, it is the Tribunal's duty.

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MR. CALLANAN: I was referring to Mr. Cooney.

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CHAIRMAN: Mr. Cooney, you conducted cross-examination. You had ample opportunity. Now please.

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MR. COONEY: Time and time again the Tribunal has stated that its duty is to present all of the facts of the case.

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CHAIRMAN: Mr. Cooney, you had ample opportunity, if there was any lacunae in the Tribunal's presentation, to repair it in the course of cross-examination of Mr. Gogarty. Now, nobody in any way impaired that.

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MR. COONEY: I am not suggesting that I was impaired in any way and that is not the point at issue. The point at issue is that the Tribunal has claimed that its right, its duty is to put all relevant facts to all witnesses. Clearly and plainly it didn't. The failure to do so cannot be transferred on to me in view of the stated duties.

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MS. DILLON: The Tribunal dealt with all of the information that it had in relation to the bank accounts of Mr. James Gogarty, including the bank accounts that were held offshore and which were

brought back in. These documents were circulated, and Mr. Gogarty was examined and cross-examined in relation to these documents.

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It was not suggested, in the course of that cross-examination by any member on behalf of the Murphy team, that other than the documents which had been disclosed and the bank accounts disclosed to the Tribunal, that there were in existence other offshore accounts.

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If this witness is now suggesting that there were other such offshore accounts, which is what he appears to be suggesting, this is the first time that this has been raised. Mr. Gogarty may have discovered all of those bank accounts. They were circulated, they were made available and he was examined on foot of them.

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The objection that is being taken in relation to the evidence this witness is now giving is, as I understand, on two parts.

(1) This witness says that Mr. Gogarty didn't want his money paid offshore.

A. He said that he used other family members' accounts.

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MS. DILLON: Or to other family members' accounts. This is the first time that any such suggestion has been made. This is information that would have been particularly within the knowledge of this witness and other witnesses on behalf of JMSE. The absence of this information is not, in any circumstances, to be laid at the door of this Tribunal because they have circulated and made available all of the documents which they obtained.

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This witness has information which is not adverted to in any of the statements he has circulated, nor has any indication been given in the course of cross-examination by any member of the

legal team for the Murphys that such an allegation would be put.

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MR. COONEY: Mr. Chairman --

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CHAIRMAN: Well, we have to leave the matter there at the moment. You will have an opportunity of dealing with it.

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MR. COONEY: Very well.

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CHAIRMAN: Thank you.

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MR. COONEY: Are you rising now, Mr. Chairman?

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CHAIRMAN: I think we will rise for ten minutes. Thank you.

Thank you for the suggestion.

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

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203 Q. MS. DILLON: Mr. Murphy, before the break we were looking at the minutes of the meeting with Mr. Gogarty. It is on page 69 of the red book that you had.

A. Yes.

204 Q. Yes. And you had given some evidence in relation to your understanding of what Mr. Gogarty had required in relation to the payment of certain funds?

A. That's correct.

205 Q. All right. I think that I had been about to start reading paragraph 3; is that correct? When you had wanted to go back and expand further on something?

A. I think you probably finished that page.

206 Q. You think I finished that page?

A. Yeah.

207 Q. And at the top, the second page then which is page 70, it says;

"When I started to try and relate amounts to the question of tax, he stated that he did not want to talk about the matter as we were talking of matters of principle, which went back to a relationship which lasted 50 years and promises which had been made".

And I presume, can you help us at all in relation to that? I presume he is referring to his relationship with your father and promises that he was saying, Mr. Gogarty was saying that your father had made; can you help us at all with that?

A. I can't. This is a document compiled, obviously, by Roger Copsey at a meeting with Jim Gogarty. Maybe Roger Copsey could deal with that.

208 Q. It is just that you seemed quite happy to deal, earlier on, with another aspect, on the first - that you wanted to expand on that. In the light of that, if there is anything you can expand on as we are going along?

A. The reason I had expanded on that was because he had said something to me later on. Maybe Roger Copsey can deal with this, or whatever.

209 Q. I will simply go through the document in any event.

A. Okay.

210 Q. The total cost, paragraph 4: "The total cost of the above package is £515,000 ignoring the inflation factor on salary which may be £7,000/£10,000.

5. I stated that JM was willing to offer:

(A) A salary of £20,000 for the next five years".

Can I just confirm from you, is that a reference to yourself?

A. No.

211 Q. It is a reference to your father?

A. Yes.

212 Q. Subparagraph (A) "A salary of £20,000 for the next five years.

(B) A sum payable abroad of £200,000, and I stated I would be willing to recommend an additional £50,000.

6. The total of the above is £300,000".

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"Comments by JG", I presume that is a reference to James Gogarty? "7. James Gogarty made the following comments" ,then there is a reference to yourself there?

A. No.

213 Q. "JM had stated that an amount of £70,000 had been paid in settlement of the pension. This was untrue.

(B) JM had promised a bonus if he obtained back control of his companies". Is that a reference to yourself?

A. No.

214 Q. "Had promised a bonus if he obtained back control of his company". Is that a reference to yourself?

A. No.

215 Q. "I am only sorry that I did not sell the company to TMG all those years ago and given Jimmy his £500,000".

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JG felt he should not have to negotiate for the money, it should be given, grudgingly, but should be a recognition of all the work that he had done in the very considerable monies he had made for JM. Furthermore, he had, for the sake of JM, subrogated his own interests, especially over the last year".

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Again, those two references to JM there, are they a reference to you or your father?

A. My father.

216 Q. "E: JG had not received a salary increase over the last five years. He had been told by Liam Conroy that this was because no one else had received any increases. However, other people

concerned had received their's through a slush fund".

Do you have any knowledge of a slush fund?

A. No knowledge, there was no slush fund.

217 Q. Right. "(F) He has discussed the matter with his wife, and they

have both agreed that if he cannot receive what is an honorable settlement he would rather take nothing and spend his last penny in making sure he obtained what was due to him and his family.

(G) He expects the pension to be guaranteed by the overseas holding company".

Would that reference to the overseas holding company be a reference to General Agencies?

A. It may well be, yeah.

218 Q. That would seem to be sensible in view of the outline of the companies we looked at yesterday?

A. Yeah.

219 Q. "Considerations". Page 71,"(10). JM has been directly responsible for negotiating the sale of land and 1.4 million without the use of an auctioneer, which is probably itself worth £26,000".

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I presume that sale that is being referred to there is the sale of the Forest Road lands?

A. It must be, yes.

220 Q. And the sale for 1.4 million?

A. Um hum.

221 Q. "Furthermore he has introduced Tim Parker in circumstances where headhunters, who will probably charge £20,000 Sterling, having failed to find a suitable person".

Was Mr. Parker a person brought in as Chief Executive of JMSE?

A. Correct.

222 Q. Was he the gentleman you were referring to earlier on when you said "in or around February of 1989 Mr. Parker came in"?

A. Correct.

223 Q. And can you recollect how long Mr. Parker remained as Chief Executive of the companies?

A. Maybe a year, in or around 1990, I think.

224 Q. Was it after Mr. Parker left that you became Chief Executive or Chairman, I beg your pardon, of the JMSE?

A. I think when Tim Parker left he appointed Frank Reynolds as Managing Director and I probably would have become Chairman at the same time, yes.

225 Q. As Frank Reynolds was appointed Managing Director. Both of those events were at or around the time that Mr. Parker left?

A. Correct.

226 Q. "(11) There is an undoubted history of Jim having worked for the Murphy Group for numerous years and having been Chairman of JMSE for 20 years. This service at a high level would normally have resulted in a two thirds pension, based on most recent salary. JD has undoubtedly been instrumental in identifying the problems which culminated of the take back by JM. Furthermore, he has shown the utmost loyalty to the Murphy family over numerous years". And do you agree with that?

A. I think that in the previous years, the '60s and '70s that he was loyal and hard working. I would accept that, and I would accept that he was due a decent pension. I think that in the end he got over £700,000, but that loyalty has now been given with lies, blackmail and theft, as far as I am concerned.

227 Q. Very good. In relation to paragraph 11 it was Mr. Copsey's view, in identifying the considerations that should be applied in deciding a pension for Mr. Murphy, it appears to be Mr. Copsey's opinion that Mr. Gogarty had undoubtedly been instrumental in identifying the problems which culminated in the take back by JM, and that reference to JM is a reference to Mr. Murphy Senior; is that correct?

00042

A. That's correct, yes.

228 Q. Now, do you agree with that statement? That he had been instrumental in identifying the problems?

A. He had been instrumental, as I said in my evidence yesterday, yes.

229 Q. Furthermore, you have already commented on the second part of that. "Number (12) In my opinion he now sees other people being paid sums and being given pensions and being given larger salaries than he has. In the background is the possibility of Marcus Sweeney receiving a settlement of between £50,000 and £100,000 in circumstances where he has shown no loyalty to the Murphy family, and in JG's view is out to ruin the company".

.
At that time were there negotiations intended with Mr. Sweeney about a retirement package from JMSE?

A. There was.

230 Q. I think, ultimately, a retirement package was agreed with Mr. Sweeney and he left the company?

A. Correct.

231 Q. And can you recollect, approximately, when Mr. Sweeney left the company?

A. He left sometime in '89. It could have been March, April, May time of '89.

232 Q. That would have been in the pipeline at the time, that Mr. Copsey was having this meeting with Mr. Gogarty in February?

A. Oh, there was no way that Jim Gogarty was going to continue working with Marcus Sweeney. He was at absolute loggerheads with him. It was quite clear then that Mr. Sweeney would have to leave the company, yes.

233 Q. And this Mr. Sweeney is the gentleman who, on the 8th of June of 1988, you had been sent on a business meeting with to keep an eye on; isn't that right?

A. Correct.

234 Q. You have referred to this in your evidence yesterday?

A. That's right.

235 Q. You had been so directed to do so by Mr. Edgar Wadley; is that correct?

A. Correct.

236 Q. Was that on the instructions of your father, can you recollect that --

A. Yeah. I mean, Edgar Wadley would have suggested it and maybe my father rang Marcus Sweeney then to tell him I was coming with him, yeah.

237 Q. Yes. So number (13) "He may attempt to sabotage the present rescue operation on JMSE on the basis of emotion, if not fact".

That appears to be Mr. Copsey's view at that time, that Mr.

Gogarty might attempt to sabotage the present rescue operation.

That rescue operation was going on in February of 1989?

A. To try and get the financial stability back in and some sort of order back in to JMSE after all the turmoil.

238 Q. Yes; and the financial, were the finances of the company in some turmoil also?

A. They were a bit, yeah. There was a large overdraft and guarantees to the bank and such like things. There was a problem with cash flow and, obviously, as I said, there was a huge contract for which a couple of people had left and they needed to be replaced.

239 Q. Yes.

A. So contractually and financially structures needed to be put in place for this operation to continue.

240 Q. Would an injection of 2.4 million into the then financial position of the company in 1989 have been a welcome addition to the companies?

A. Oh, it would certainly, it certainly would.

241 Q. Yes, because of the financial situation in which the company then found itself?

00044

A. Well, it would have been welcome. Of course it would have been welcome, yes.

242 Q. From any source?

A. From any source, yeah.

243 Q. Number 14; "Conclusions - number 14. The gap between the two amounts of £300,000 and £515,000 are too large to bridge, as it seems to me that neither party would be willing to meet the other in the middle". Now the "neither party" referred to there, I presume, is Mr. Murphy Snr. and Mr. Gogarty?

A. Correct.

244 Q. Yes. "(15) The Murphy Group could increase its payment if it could be given a tax deductible form for one of the Murphy companies. For instance, Grafton Construction Company will soon have to bear a tax charge of £200,000, and if JG will pay it out of this company the amount will be tax deductible at 43 percent". That JG, I think this was discussed in Guernsey, that should be a reference to JM?

A. Oh yeah, I accept that, yeah.

245 Q. If you look carefully at paragraph 14?

A. Obviously, yeah.

246 Q. "Payout of this company. However, to achieve this it would be taxable in JG's hands". The suggestion is being made there that Grafton Construction were going to have to bear a tax charge of £200,000 on the sale of the Forest Road lands?

A. That would seem to suggest that, yes.

247 Q. From that sale. This appeared to be a suggestion from Mr. Copsey, that if the company would get a certain tax saving by paying money to Mr. Gogarty out of Grafton Construction, but then if that was to be done then the company would be taxable in the hands of Mr. Gogarty; that is as I understand it?

A. That is as I understand it too. If I could adjust a little bit, Ms. Dillon?

248 Q. Of course.

A. He was eventually paid out of three different companies. Two separate expert opinions were sought, I think by Roger Copsey, and this had been scrutinised by the Revenue in later years and there was absolutely nothing wrong with it.

249 Q. But Mr. Gogarty wasn't happy with that?

A. He wasn't, no, he wasn't happy about a lot of things at the time.

250 Q. Yes. Now number 16:

"It would be difficult to justify guaranteeing the pension outside of JMSE/AGSE.

.
Recommendation (17) The sum of £250,000 should be paid out of the proceeds of the sale of the land after JG has resigned as a Director of Grafton and Reliable".

The sale that is being referred to is the sale of the Forest Road lands?

A. It must be. Is it? Yeah.

251 Q. Well, the Forest Road lands sale?

A. Yes. Yes, you are right.

252 Q. They were closed earlier and the contracts in respect of the balance of the lands weren't signed until December of 1989. So if this is February it would appear to refer to the 1.4 million?

A. Fine.

253 Q. "(18) The salary of £20,000 p.a. can be paid for a period of five years for there would be work on the lands for some years, even if JMSE fails". In relation to that, that seems to anticipate that the lands were being retained or might be retained at that stage.

Do you see paragraph 18?

A. Yeah, that is what it suggests, yes.

254 Q. "(19) A bonus could be worked out based on JMSE/AGSE results and sale price of the land"?

A. Yes.

255 Q. You see "sale price of land" there, can you tell us what that is referring to?

A. I mean, it must refer to the other lands.

256 Q. The North County Dublin lands?

A. It must do.

257 Q. It couldn't refer to the Forest Road lands because that has already been dealt with?

A. Well, I don't know. This is a document drawn up by Roger Copsey, minutes of a meeting, and I can't really, you know - to comment on exactly what is what, you know? But that would seem to be the case, yes.

258 Q. Now, I think you know, Mr. Murphy, that on the 28th of March, 1989 Messrs. Duffy Mangan and Butler prepared a detailed report on all of the lands which had been the subject matter of the Terms of Reference and you will be happy to know, that unless somebody requires me to do so I don't propose to go through that report with you in detail. It would appear that, on instructions, Messrs. Duffy Mangan Butler prepared a report?

A. Um hum.

259 Q. Were you furnished with a copy of that report at the time?

A. This is the 28th of March one?

260 Q. Yes, the report on all the North County Dublin lands?

A. No, I had no dealings with Duffy Mangan Butler whatsoever until the arbitration proceedings in '92.

261 Q. Yes. Were you furnished with a copy of the report by either your father or Mr. Gogarty or any other person?

A. No, no.

262 Q. Did you ever see a copy of the report?

A. No.

263 Q. At any stage?

A. No.

264 Q. All right. The next document I want you to look at is the

document dated the 19th of April of 1989, and this is a fax from Mr. Edgar. It is signed "Edgar" and I presume, sorry it is from Mr. Edgar Wadley to Mr. Roger Copsy. And it is page 80 in the book before you?

A. I have it, yes.

265 Q. And it is headed up "JM" that reference JM, is that a reference to Joseph Murphy?

A. Senior, obviously, you just look underneath.

266 Q. Yes, I didn't mean to cut across you. I was wondering is a reference to "JM", to Joseph Murphy himself or would it be a reference to the companies?

A. Maybe it is a reference to the companies. It could either be a reference to my father or the companies, I am not sure.

267 Q. Yes. Paragraph one, this was a fax from Mr. Edgar Wadley to Roger Copsy, 1JM. That is Mr. Murphy Snr.; is that correct?

A. Correct.

268 Q. And J.M. Jnr. that is yourself. C.O is Christopher Oakley?

A. Correct.

269 Q. "(1.) JM, JM Jnr., C.O and myself are meeting at 9 a.m. on the 20/4/89 to finalise affidavits for the Isle of Man court action.
(2.) It would be most helpful to receive, at Chris Oakley's office, responses to my two faxes of the 12th of April '89, (Copies herewithin) during the course of the 20th of April '89, morning".

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And the matters that were raised in the faxes of the 12th of April '89 were whether adequate notice had been given to Mr. Gogarty in relation to certain meetings. I don't think anything turns in relation to those. This appears to suggest that you were having a meeting on the 20th of April with Mr. Oakley and Mr. Wadley to finalise affidavits in the Isle of Man proceedings?

A. Correct.

270 Q. And that you were involved in that operation at that time with your father?

A. Correct.

271 Q. And at that meeting on the, which took place on the 20th of April of 1989, that you were preparing affidavits for the Isle of Man proceedings?

A. I must have been, yes.

272 Q. And did you, had you yourself at this stage sworn any affidavits?

A. I don't know. I mean, as I said in my evidence yesterday, I think I may well have sworn affidavits, but all the proceedings are jumbled up into whatever. I mean, this was settled in 1990. As I said, the book was closed. I can't remember specifically what case I signed for what affidavit. Certainly I may well have replied to Mr. Conroy's affidavit with an affidavit of my own.

273 Q. Yes.

A. But what specifically was in them now, I don't know now, you know? I would have been responding to the allegations, obviously.

274 Q. The whole multiplicity of litigation between the Murphy Group of companies and the Conroy Group of companies was resolved in 1990?

A. That's correct.

275 Q. By a detailed written agreement?

A. That's correct.

276 Q. Right. And there was, I think it is fair to say an amount of litigation passing between the two sets of parties from the time that Mr. Conroy left in 1988 until, ultimately, there was resolution in 1990?

A. That's correct.

277 Q. Right. Now, the next document I want to show you is page 81 of the correspondence. It is a letter of the 3rd of May, of 1989, addressed to Mr. Joseph Murphy at 44A Bedford Court Mansions, London WC 1, England. This is a letter from Mr. Copsey. He sets out there how the Forest Road land proceeds have been dealt with?

A. Um hum.

278 Q. And can I ask you, first and foremost, who is referred to, the Mr. Joseph Murphy?

A. It is my father.

279 Q. And can you tell me or can you assist us at all as to why that was sent to 44A Bedford Court Mansions?

A. That's an address that Roger Copsey sent some post to, some confidential post, as I said earlier, for my father.

280 Q. Yes. And if something is addressed to 44A Bedford Court Mansions may we take it that that is confidential or would have been regarded as confidential?

A. Well, I wouldn't say confidential, I mean he might have been -- he wasn't going into the office in London a lot at that time. So it might have been easier to post it to this address rather than the office.

281 Q. Yes. You in fact said, in relation to your answer "that is an address that Roger Copsey sent some post"?

A. Other people used to send some post there as well. Roger Copsey, this is his letter, he obviously sent that to him there, you know.

282 Q. Can you help us at all; would this have been post that was regarded by your father as personal to him or a matter in which he wanted to involve himself, is that why?

A. It is, obviously, personal to him if his name is on it, Mr. Joseph Murphy. Yes, it is personal to him, yes.

283 Q. What I am asking, I am obviously not making myself clear enough, Mr. Murphy. Do the offices of Murphy have a number of offices in London?

A. No, it didn't, just one.

284 Q. One office in London?

A. At that time, yeah.

285 Q. And post, this particular letter was not sent there?

A. It wasn't, no.

286 Q. It was sent to 44A Bedford Court for onward transmission to your father or collection by your father, if he himself was in London at that time, depending on what the circumstances were?

A. Correct, correct.

287 Q. And I think you had used the word earlier on "confidential" and "private correspondence"?

A. Yeah.

288 Q. Is that because it is your view that your father would have regarded the correspondence that was being sent to 44A Bedford Mansions as private and confidential to him?

A. He may well have, he may well have.

289 Q. Yes. The letter reads:

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"Dear Joe, please find enclosed schedule of how the sale proceeds from the disposal of the lands at Swords, County Dublin, have been apportioned".

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And the lands at Swords are Forest Road lands.

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"The £99,000 received by JMSE relates to a portion of the amounts paid to the County Council by way of financial contribution in connection with the planning permission on the lands".

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Now, this is a reference, I suggest, Mr. Murphy, to the financial contribution that had been paid to Dublin County Council by Grafton Construction and which had been repaid by Mr. Bailey's companies when the sale closed?

A. That would seem to be the case, yes.

290 Q. Yes.

"Another £22,564 is due to JMSE in connection with the same", and that was the balance of the sum of £126,000 odd. "And will be paid out of the over provision on the landscaping. The estimated

actual cost of the landscaping will be about £10,000, leaving
£47,600 over provided.

.

The estimated tax payable has been calculated at an effective rate
of 47 percent on the profit arising on the disposal.

.

The £380,362, transferred to AIB was used to pay off the overdraft
in the following accounts:

£10,900 for Reliable Construction (Dublin) Limited.

£53,358 to Grafton Construction Company Limited.

£38,978 to the Gaiety Theatre (Dublin) Limited.

£277,118 for Lajos Holdings Limited".

.

Lajos Holdings was the holding company; isn't that correct?

A. That's correct.

291 Q. So it would appear that these funds were being, the sum of £38,362
was being dispersed by Mr. Copsey to various overdrafts of the
companies within the Group?

A. Correct.

292 Q. Right. "The overdrafts in these above accounts arose over the past
few years as follows:

Reliable Construction year end 31/5/88 - no income, and wages
£5,941".

Do you know anything about that figure for wages for Reliable
Construction, Mr. Murphy?

A. No.

293 Q. Then it details salaries, professional fees, miscellaneous, and
goes on to deal with the Gaiety Company and then there is a
reference to intercompany transfer to JMSE. There is a reference
to cash to Gaiety Stage Productions of £80,000. Again, can you
help us in relation to any of those matters?

A. No, I am sure that Mr. Copsey, when he comes in here, will clear

up all of these matters.

294 Q. Then he goes down to the bottom of the page, if we look at costs incurred since May of 1988 to March of 1988. There is really only one figure or matter there that I want to talk about, where it says: "Murphy family travel" - a figure?

A. Okay.

295 Q. Is that the cost? Do you have any idea how that arose, that figure from May of '88 to March of '89?

A. It would have been flying to, flying to and from the UK for myself, my father and maybe my mother.

296 Q. And was this in relation to company dealings and company business?

A. It would have been, yeah. Sure we would have been over and back to the company in '88, yes.

297 Q. Yes, because of the upheaval with Mr. Conroy?

A. That's correct.

298 Q. You were over and back on a much more regular basis than had previously been the situation?

A. Correct.

299 Q. And then it goes on to make reference to the loan to Gaiety Stage of £135,000. "It appeared as a bank balance in the accounts at 31/5/88, but which was spent when a loss was made on The Scattering. I will meet you on Friday to discuss same".

That meeting to discuss on Friday of that week which would be somewhere around the 7th, 8th, 9th of May was a meeting between Mr. Copsey, obviously, and your father?

A. Yes, this was, I think this was in London; was it? I think that Mr. Gogarty may have been there too.

300 Q. We will come on to deal with that meeting in the fullness of time. This is a letter dated the 3rd of May, 1989. It is saying "I will meet you on Friday of this week to discuss same"?

A. Correct.

301 Q. So that, presumably, Mr. Copsey, when he was sending this

correspondence to 44A Bedford Court Mansions in which he was making an arrangement to meet your father a week later, must have been reasonably satisfied that the correspondence was going to be drawn to your father's attention?

A. Correct.

302 Q. Yes. Now, the next document is on page 84 and it is the 10th of May of 1989. It is a letter again to 44A Bedford Court Mansions. It is Mr. Joseph, it is addressed to Mr. Joseph Murphy. It is headed up "re: Lajos Group" page 84?

A. I have it, yes.

303 Q. And handwritten, sorry, the Tribunal reference is JMSE 19.4 - 76. There is a handwritten memo at the top of it saying what looks to me, I could be wrong about this, "June lands section"; do you see that?

A. I do.

304 Q. Is it June? "June lands section", that is what it appears to be. Can you help us at all as to what that word on top is?

A. That is not my writing.

305 Q. I am not suggesting it is your writing. I am just wondering if looking at it, can you --?

A. It is either "June" or "Just".

306 Q. JMSE?

A. Oh, JMSE, is it JMSE?

307 Q. JMSE?

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MR. COONEY: Really, Mr. Chairman, is it necessary to ask this witness about correspondence to which he wasn't a party? Isn't it rather time consuming?

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CHAIRMAN: That does not appear to me to be the purpose. The purpose is to establish that correspondence was being sent, that is as I understand it. I don't think the correspondence itself

has any relevance, it is just that it was being addressed to your principal at this address.

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MR. COONEY: All of this, I think, was raised by Mr. O'Neill when he was cross-examining Mr. Murphy Snr. And this isn't correspondence that passed between this witness and anybody else. I think it is really rather pointless and time wasting.

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MS. DILLON: As I explained to this witness this morning before we commenced. The purpose of this exercise was to establish whether or not the correspondence which is addressed to Mr. Joseph Murphy, without reference to Senior or Junior, was correspondence directed to Mr. Joseph Murphy Snr. or Mr. Joseph Murphy Jnr..

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This witness has given evidence on occasions at least in relation to correspondence that was addressed to this address, he picked it up. He read it and he communicated the contents of it to his father. If that were to be the position, this witness would have knowledge or information in relation to the matters that are contained in the letters that I am opening now. That is the purpose.

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MR. COONEY: Is this information and knowledge; does Ms. Dillon mean information and knowledge which he had gained from opening these letters and reading them, is that what she is saying?

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MS. DILLON: I am not saying anything other than I have just said, Sir.

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MR. COONEY: What is the source of the information and knowledge to which Ms. Dillon refers?

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CHAIRMAN: Mr. Cooney, if a letter is addressed to a particular address at somebody's request, it is obtained by this witness and he communicates, he says he communicated; I have no reason to disbelieve this witness that he communicated it to his father. Then his father had notice of the correspondence.

MR. COONEY: Of course he did, Chairman.

CHAIRMAN: That is the whole purpose of the exercise. Your client indicated that is my recollection, I am subject to correction, I don't have a text in front of me, that he didn't deal in correspondence and received none of these letters. That is, sorry, not none of these letters, didn't receive correspondence. That is all, that is -- as I understand it, that is the purpose.

MR. COONEY: I only making the point that we are now on the 109th day of this Tribunal of Inquiry. This witness has furnished a statement, dated the 16th of December, in which he answers specifically the allegations which are made by Mr. Gogarty in his affidavit of the 12th of October, 1998. It seems to me, Mr. Chairman, that we have surely come to the time when the witness is being brought to the main matters in contention in this Tribunal so far as his evidence is concerned.

CHAIRMAN: One of the matters --

MR. COONEY: Please let me finish, Mr. Chairman. And that he be allowed to give his evidence in accordance with the statement he gave, the nine page statement. That is the only point I want to make.

CHAIRMAN: Thank you.

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MS. DILLON: Thank you, Mr. Cooney. The witness will be asked to deal with his statement in due course. It is - I only make this comment in view of the fact, it would appear to me that in fairness to this witness that all of the documentation that the Tribunal has and that might have bearing on any of the events that happened in or around June of 1989 should be put to the relevant witnesses, and whether they can comment on them or not is a matter that they can be asked.

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While it is true that this Tribunal has taken some considerable time to progress matters to this degree, it would be unfair to use that as an argument for shortening the undoubtedly helpful evidence that this witness will be able to give.

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MR. COONEY: What worries me is this, Mr. Chairman: Mr. Bailey was questioned in a somewhat similar fashion for two or three days, I think by Mr. O'Neill, and then towards the end of Mr. Bailey's evidence quite casually his statement was read out to him by Mr. O'Neill, and he was asked was that his statement. I certainly don't want that particular technique or procedure to be followed in relation to the examination of Mr. Murphy.

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MS. DILLON: I will proceed to deal with the witness as I have dealt with the other witnesses whom I have taken in this Tribunal. If Mr. Cooney wishes to criticise me for doing that I will accept the criticism if I find that they are valid. I intend to deal with this witness as I see fit. I do not see that anything I am doing is unfair to this witness or misleading.

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CHAIRMAN: We will just proceed at the moment as we are

proceeding.

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308 Q. MS. DILLON: Now, in relation to that last document that we looked at, Mr. Murphy, which was the letter from Mr. Roger Copsey to your father at that address, do you recollect whether you have seen that document?

A. I don't know. If he was meeting him seven days later, maybe my father was in London and picked that document up himself. I have no recollection of seeing this at that time.

309 Q. All right. And then the letter which we are looking at now, which is the 10th of May of 1989. It is headed "Lajos Group". I think you have again said that is a letter addressed to your father.

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It says: "Dear Joe, I enclose a copy of a letter from Brendan Devine in respect of the deeds for lands owned by three companies, Grafton, Finglas and Helmdale". I think they are three of the land owning companies?

A. Correct.

310 Q. "There is a possibility that Ernst and Whinney may claim a lien over these deeds for some of their fees. As you note I have requested delivery of same and I will await the outcome of my request". Now, this letter would appear to suggest that Mr. Copsey was looking for the deeds from Mr. Brendan Devine in relation to Grafton, Finglas an Helmdale?

A. That would seem to be the case, yes.

311 Q. And again can you recollect receiving this letter or reading this letter?

A. I mean I was aware at the time that there was some problem with Ernst and Whinney and fees, but getting deeds or whatever back, I mean I just don't know, I don't know if I saw that. I may have, I may not have. As I say if it is, what date is on it?

312 Q. The 10th of May?

A. The 10th of May. Just comparing it - the 3rd of May - if my father was meeting Roger Copley a week later, that would be in or around the 10th, maybe he picked that up himself because he was obviously in the UK.

313 Q. Yes, but you have no recollection of picking it up?

A. No.

314 Q. Right. But now, the next matter that I want to talk to you about is the, an affidavit, a reference to an affidavit that you swore at the end of May of 1989, in the Conroy proceedings.

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Now, I will tell you, Mr. Murphy, I don't have a copy of the affidavit. We have sought to obtain a copy of the affidavit directly from the Court of Justice in London. The document was not among any of the documents that were discovered. I am not criticising or making any criticism, I am just sorry that I am not in a position to give you a copy of the document. The reference to the document is at paragraph 63 of the affidavit of your father, which is in the black book. I think that is Tab 7. And I think it is Tab 7 of that, and I think it is - do you see paragraph 63? Do you have that, Mr. Murphy?

A. I do, yes. I will just get it now. Yes.

315 Q. Now, it says that: "In proceedings against Mr. Conroy in the Chancery Division of this Honourable Court, the short title and reference to which is Kallon Limited versus Conroy, 1989 K No. 1172, Mr. Conroy made the allegation that I sought to hide my ownership of Flat 15, 60 Great Russell Street aforesaid. "In order not to compromise (my) status as a non-resident for tax purposes". This is not true. A bundle of the Pleadings, Order and affidavits in those proceedings is now produced and shown to me, marked JM6". I think. "The said allegation is made at paragraph 5 of Mr. Conroy's affidavit, sworn on the 12th of May 1989 therein. (Pages 1 to 21 of JM6). And is answered at

paragraph 3- 4 of my son's affidavit, sworn on the 17th of May, 1989. (Pages 2 and 23 of JM6) and paragraphs 4 and 5 of my affidavit sworn the 18th of May, 1989. (Pages 24 to 31 of JM6).

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In the course of those proceedings by Mr. Conroy, filed a second affidavit by virtue of which he sought to change his story. See paragraphs 5 to 8. The evidence of Mr. Conroy was critically commented upon by Master Cowers who characterised it as "unreliable". And that is the entirety of the paragraph.

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What I would like to ask you about that is, that it would appear from that affidavit of your father, that you swore an affidavit on the 17th of May, 1989, in those proceedings?

A. Correct.

316 Q. And the reference, the Tribunal reference is JMSE 40.325. I just have to give those references for the transcript, Mr. Murphy.

A. All right.

317 Q. Can I ask you what that affidavit was about?

A. You know, I am going from memory now and - Ms. Dillon, I wish I had it.

318 Q. So do I.

A. Because we were responding to the allegations that were made by Mr. Conroy, so in fact it would help us. But obviously I was responding to Mr. Conroy's allegations in an affidavit in support of my father.

319 Q. You were swearing an affidavit, and to some degree where we are speculating, the two of us, because we don't actually have the document, you would be swearing presumably in answer to matters contained in Mr. Conroy's affidavit?

A. Correct, yeah, or it might well have been that, you know, as beneficiaries we wanted him removed from the Trust Council, something like that, but certainly yes, we would have, but we were

very limited in what we could answer or what I could answer in Mr. Conroy's affidavit, because actually there was no single allegation against me personally, but I would have sworn one, to help my father in those proceedings, yeah, but the detail of it, and as he said to you I wish we did have it.

320 Q. I don't want to mislead you. In fairness we do have an affidavit of Liam Conroy in the Kallon proceedings, which is in the book of affidavits that is before you. And that seems to refer to some dispute about a sum of £100,000?

A. Oh, yes.

321 Q. Does that make it?

A. That makes a bit of sense now.

322 Q. That affidavit referring to the Kallon proceedings is in the book of documents before you?

A. Oh right, yes.

323 Q. Sorry?

A. Do you want me to comment on the £100,000 thing?

324 Q. I am just wondering would that assist you, refresh your memory at all in relation to why you were swearing an affidavit in relation to those proceedings?

A. That particular issue involved - Mr. Conroy, I think, borrowed £100,000 as part purchase of his apartment in 53 Bedford Court Mansions and we wanted that money returned.

325 Q. And you were in a position to depose to some matters that were relevant and to swear an affidavit in respect of same?

A. I certainly was. I was helping my father out at the time, yes.

326 Q. Yes, and you must have had some knowledge or information then about how the sum of £100,000 came to be lent to Mr. Conroy?

A. I think that the, it had been agreed, I don't think that, you know, that he took the money or anything like that. I think that it was a proper loan from one of the companies but obviously then when we fell out with him we wanted it back.

327 Q. Right. And you were one of the parties who swore an affidavit in relation to that?

A. I don't know whether I specifically, because he wouldn't have come to me for that loan because I wasn't a director at the time, so I can't say for definite if my affidavit sworn contained anything about that £100,000, it may well have. I don't know.

328 Q. Right. But you were an active participant in those proceedings against Liam Conroy in any event?

A. I made an affidavit obviously in those proceedings, yes.

329 Q. Right. If you want to, if anything arises - the affidavit of Mr. Conroy to which you swore a replying affidavit is behind Tab 2 in the document there. If you want to read it to refresh your memory and see if that assists you in anyway in deciding why you would have sworn an affidavit in reply.

A. Does it say that it was specifically in these proceedings that my affidavit was sworn?

330 Q. So your father has deposed to in his affidavit?

A. All right. This is an affidavit by my father, is it now that I am reading or Conroy's?

331 Q. What I am saying to you, the only information we have in relation to the Kallon proceedings is an affidavit of Liam Conroy which is behind Tab 2 of the book of affidavits?

A. Right.

332 Q. In an effort to try and establish why at this particular period of time, May of 1989 you were swearing an affidavit, if you would like to read the affidavit of Liam Conroy to see does it refresh your memory at all as to why you would be swearing an affidavit and --

A. I think that part of the affidavit - as I say, my affidavit would have been very limited because there was actually no direct accusations made against me in any of Mr. Conroy's affidavit, and I think that I would have been swearing an affidavit on the basis

of certain facts that Mr. Conroy had told me at the time, for example his qualifications, that sort of thing. I think that that may well have been the form that my affidavit would have taken.

333 Q. Were you a director of Kallon Limited?

A. No.

334 Q. Do you know what Kallon Limited was?

A. I am not one hundred percent sure, I think it was, it owned plant, it owned plant and equipment in Guernsey. I wasn't involved in any of the Guernsey companies.

335 Q. Was it - sorry, was it a company owned or controlled by your father?

A. Correct.

336 Q. And you can't assist us any further?

A. No, it wasn't a UK company, it was a Guernsey company.

337 Q. But you would accept in any event that on the 17th of May, 1989, you did swear that affidavit, because that is deposed to in your father's affidavit?

A. Yes, I must have, yes.

338 Q. I think on the 22nd of May, 1989, a meeting took place in London between Mr. Gogarty and Mr. Murphy Snr.?

A. On the 22nd of May, was it?

339 Q. You were at that meeting?

A. I was at part of the meeting, yeah.

340 Q. And can you tell us what was the purpose of that meeting?

A. The purpose of that meeting was to, as I say the continuing restructure of the companies, JMSE and AGSE, and I think that Mr. Gogarty may well have brought up his pension at that time as well, and was discussing various aspects. I mean this is a time when Mr. Gogarty was becoming very animated, and he spent, you know, a lot of the time airing his grievances against Mr. Conroy, Mr. Sweeney, Mr. Downes, and one had to be patient with him at that time and listen.

341 Q. Well, if we start, Mr. Murphy, with - where did the meeting take place?

A. The Bonnington Hotel.

342 Q. And how long did the meeting last?

A. Maybe a few hours. I am going from memory now.

343 Q. And can you tell us broadly, and we will deal with each topic in turn, what matters were discussed at that meeting?

A. As I say in general terms it was Jim Gogarty airing his grievances against the various different people within the JMSE Group of companies.

344 Q. Yes. So if we just take that as one topic for the moment at this meeting, Mr. Murphy, and we will look at Mr. Gogarty's grievances. Against whom did Mr. Gogarty have a grievance at that time?

A. His particular grievances were against Mr. Conroy and Mr. Sweeney at that time.

345 Q. Yes. Mr. Sweeney had probably resigned at that stage?

A. In or around that time, yeah.

346 Q. And Mr. Conroy was gone?

A. Correct.

347 Q. And Mr. Downes?

A. Remained on. No, he was gone too, yeah.

348 Q. He was gone. So they were all gone from the company at this stage?

A. They were.

349 Q. So what grievance of a continuing nature did Mr. Gogarty have about these three individuals?

A. Oh, something, he was, you know, on and on about Conroy this and Sweeney was flash and he was travelling here in style and flying here and flying there, all this, that and the other, were running the companies badly. As I said you just had to have patience and let him rant and rave.

350 Q. In effect all of those people against whom he was ranting and raving were gone from the company at the time that this meeting took place?

A. Oh, they were. He was still ranting and raving about them in '92.

351 Q. Yes. So what else was discussed at this meeting?

A. I think he brought up his pension, the future of the companies was discussed. I think that it may well have, we may well have touched on the fact that once they were up and running properly again that he may retire and become maybe a non-executive director with, you know, a consultancy for a period of time, things like that. I don't think we went into it in great detail. I think my father probably said "we will leave this to Roger Copsey". Once they could iron out an agreement there or thereabouts then obviously my father would have approved it in the end. The finer detail I don't think, although I know that Mr. Gogarty's document to Mr. Sheedy states otherwise, I think I would disagree with a lot of what he says was agreed at that meeting. I think it was in general terms his pension was talked about, but I don't think we dealt with the specifics.

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As I said Roger Copsey had been specifically asked by my father to negotiate Mr. Gogarty's pension, and while he may well have kept him informed in the detail ongoing, I think that he left it to him to thrash out the finer detail, and he would have agreed it in the end.

352 Q. So your recollection of this meeting is that it was general rather than specific?

A. It was general rather than specific, yeah.

353 Q. And were any of the figures that we have seen that Mr. Copsey discussed with Mr. Gogarty in February of 1989 ever raised or discussed at this meeting?

A. I think that the £300,000 pension may well have been discussed,

yes. I think that that was a figure that was agreed, but I think

Mr. Gogarty wanted more.

354 Q. More as a pension?

A. Not maybe on top of the 300 but he wanted, you know, more and over. We know that Mr. Gogarty, his pension was £300,000 plus the £250,000 from the ESB money that he got fraudulently, plus the five years of consultancy of £23,000, so all of that detail, some of it may well have been touched on.

355 Q. Yes. Mr. Murphy, I don't in anyway want to criticise you for how you are giving your evidence, but I would prefer if you wouldn't use terms such as "fraudulently", if you can avoid them. I mean I accept that that is your opinion of the conduct of Mr. Gogarty, but I think it is probably just as a choice of language, maybe if you could deal with it in a different way. I accept that that is your opinion.

A. Maybe it is a pity that somebody didn't say that to Mr. Gogarty when he was giving me four months of abuse up here.

356 Q. If you feel that you must describe it in that way, Mr. Murphy, I will withdraw my objections and you are free to deal with the matter in anyway, but I don't think for anybody, that the Tribunal should be used as a forum for abusing anybody.

A. Very, very mild compared to what he said about me.

357 Q. Well, if you wish to continue to do it, Mr. Murphy, that is fine, there is no difficulty, but can I bring you back to something that you have said in relation to this meeting on the 26th of May. One of the topics you discussed was the future of the companies?

A. The ongoing scenario. I mean as I said Tim Parker, Mr. Gogarty was instrumental in bringing in the new Chief Executive, Tim Parker, and as I say, he was instrumental in that and there was big concerns over the Sizewell contract. A lot of the various contractual issues in JMSE, AGSE may have been, probably were discussed at that time.

358 Q. Well --

A. As I say a lot of the time was Jim Gogarty ranting and raving about his various grievances and the way he was treated, and this, that and the other. As I say we just had to sit down and listen to it.

359 Q. Did you keep any notes in relation to that meeting?

A. No.

360 Q. Did your father keep any notes in relation to that meeting?

A. No.

361 Q. And Mr. Gogarty, as we know, attended with his solicitors sometime shortly afterwards and initiated a sequence of correspondence. When you were discussing the future of the companies, did you discuss in anyway the lands in Dublin?

A. No, never discussed the lands in Dublin with Mr. Gogarty.

362 Q. Did your father discuss the lands in Dublin?

A. I think that him and, himself and my father may have had a private conversation or whatever, but to my knowledge no. He may have, but he certainly didn't discuss them with me.

363 Q. And did this meeting, this meeting that may have taken place between Mr. Gogarty and Mr. Murphy Snr., did that also take place in the Bonnington Hotel?

A. It did, yes. I left that meeting, I think, early and went down to Chris Oakley's office, which was just around the corner and I think that Mr. Gogarty and my father followed sometime later, and that actually was the day that Mr. Gogarty got the Isle of Man affidavit.

364 Q. And I think, if I recollect Mr. Gogarty's evidence correctly, he said that the reason that you went down to Mr. Gogarty, Mr. Oakley's office was that he would get the affidavit to see had he information that could be used to file a replying affidavit?

A. That --

365 Q. I may be absolutely incorrect on this, it is from memory only?

A. He came down to Mr. Oakley's office. The replying affidavits or the allegations that Mr. Conroy was making at the time had to be responded to. I think Mr. Oakley asked him if he would respond to, respond to it. Mr. Gogarty asked him for a copy of the affidavit so he could respond to it and it was given to him.

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CHAIRMAN: At that point you seem to be about to change topic, and it is just coming up to one o'clock so I think we will rise for lunch. We will sit again at a quarter past two.

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MS. DILLON: We have certain discovery matters to sort out over lunch.

THE HEARING THEN ADJOURNED FOR LUNCH.

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THE HEARING RESUMED AFTER LUNCH AS FOLLOWS:

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MS. DILLON: Good afternoon, Sir.

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CHAIRMAN: Good afternoon.

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MS. DILLON: An issue has arisen, Sir, in relation to an Affidavit of Discovery that was sworn by Mr. Joseph Murphy, the present witness, on the 28th of May, 1999. This is an Affidavit of Discovery of certain financial records relating to Mr. Murphy. And in that affidavit it was indicated to the Tribunal that in the event it was proposed that any of these documents would be put in evidence or tendered in evidence, that Mr. Murphy's legal representatives would require an opportunity to make submissions to you in relation to that matter.

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It is likely that I may wish to put one or two of these documents to the witness. And in light of the fact that this matter has been set out in the affidavit, it is my submission to you that it would be appropriate that you would sit in private at some stage to deal with the submissions that might be made by Mr. Murphy's legal representatives in relation to this issue.

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It would be wrong if this matter, I think, were to be dealt with in public as it might then refer to the documentation. If you were to, ultimately, hold that matters were not to be admitted in evidence it is not an appropriate matter to have been dealt with in public.

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I would ask you to sit, if possible, tomorrow morning in private just to deal with this issue, I anticipate it might be quite

short. Perhaps Mr. Cooney might be able to assist us in relation to the length of time. I don't see that it would take very long.

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CHAIRMAN: Before we go into that, Mr. Cooney. I just want to find out one thing. Are there any other parties involved, because otherwise we can sit in my chambers, there would be no problem about that?

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MR. COONEY: I don't think so, Mr. Chairman.

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CHAIRMAN: As long as we don't affect other parties.

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MR. COONEY: Yes.

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CHAIRMAN: It is a matter of what you want to say, etc., and what Mr. --

MR. COONEY: Really it is a question of the time that these matters came into existence.

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CHAIRMAN: Well, all I want to know, of course I am going to facilitate you and have the matter dealt with in public. I don't want a whole lot of people down here waiting for us.

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MR. COONEY: I can't see that anybody else would have an interest, except perhaps part of his general brief. Mr. Callanan might think he has an interest. Apart from that I don't think anybody else has.

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MS. DILLON: Yes. I should tell you sorry, Sir, I should tell you that this affidavit has not been circulated and the documents that were exhibited in this affidavit have not been inspected by

anybody, that is the affidavit, Sir, other than members of the Tribunal team. So that the only parties who have knowledge of the documents at the moment are Mr. Cooney, Mr. Cooney's client and the Tribunal team. There are a large number of documents attached to that affidavit, Sir.

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CHAIRMAN: I see this is just the affidavit, the schedule is not attached.

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MS. DILLON: We simply didn't print it off for you, Sir. I suppose we should have. Allow me --

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MS. DILLON: If you look at paragraph three of that, Sir.

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CHAIRMAN: Mr. Cooney, I think this matter, which obviously I can't simulate within a matter of minutes --

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MR. COONEY: Of course.

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CHAIRMAN: -- could be best dealt with tomorrow morning at, is ten o'clock suitable to you?

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MR. COONEY: Yes, Sir.

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CHAIRMAN: So I suggest we use the chambers. I don't see that, from what I can see now I don't in anyway, if it does emerge that I consider that there is somebody else involved, I will immediately require their attendance. I want to be quite clear about that.

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MR. COONEY: Ten o'clock would suit very well.

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CHAIRMAN: I think we would be finished by half past ten. It doesn't seem to be a matter, I am not saying it isn't a matter of importance, I don't see that it is a matter of any length.

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MR. COONEY: I respectfully agree. There is no great mystery about it.

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CHAIRMAN: We will sort it out courteously and quietly in our own chambers.

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MR. COONEY: I wouldn't like you to think there is any great mystery about this.

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CHAIRMAN: You are entitled to privilege if you are entitled to privilege.

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MR. COONEY: They are private matters which have nothing to do with the Terms of Reference, some of them, not all, in our submission.

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CHAIRMAN: That's a different matter. We will discuss that in chambers in the morning. Otherwise we sit in a public room, if the public are excluded it gets to become a mystery and --

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MR. COONEY: I agree.

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CHAIRMAN: I don't want that, I want to get the matter moving forward as fast as possible with the greatest cooperation.

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MS. DILLON: It would also seem, subject to anything Mr. Cooney may have to say or that Mr. Callanan may have to say, it would seem to me that this is a matter between the Tribunal team and Mr.

Murphy's legal team.

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CHAIRMAN: Well, we will, I will approach it on that basis, if it emerges that it is otherwise, I will hear the matter. If it emerges otherwise, obviously I will adjourn the matter and put Mr. Callanan on notice, but if not I am not going to --

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MR. CALLANAN: Yes, Sir.

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MR. COONEY: I think that is the best sequence of events.

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CHAIRMAN: I don't want private matters in anyway impinged on, unless it is necessary for the purposes of the Tribunal. That is not what we are here for.

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MR. COONEY: I am very grateful to you, Mr. Chairman.

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CHAIRMAN: Very good.

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366 Q. MS. DILLON: When you are ready. Good afternoon. I am sorry about that.

A. That's okay, Ms. Dillon.

367 Q. I was talking to you before lunch about the meeting that took place on the 26th of May, 1989. I think you had said that your father and Mr. Gogarty may have discussed the matter of the lands at a time when you were not present at that meeting?

A. May have, I am not sure, yes.

368 Q. And the meeting, I think you told us, took place in the Bonnington Hotel and lasted a period of some hours?

A. Correct.

369 Q. And was that a period of two hours, or thereabouts?

A. It could have been two or three hours, maybe, I don't know.

370 Q. And did your father and Mr. Gogarty have a longer meeting than that?

A. No.

371 Q. They didn't?

A. No, maybe half an hour.

372 Q. Sorry, yes. So they met, just the two of them, for approximately half an hour and then you joined them or did you leave early from the meeting?

A. No, I think that I went down to, left the Bonnington and went down to Chris Oakley's office, which is just around the corner, and I think they followed down about half an hour later.

373 Q. Yes. So they spent, they discussed some matters in that period of time?

A. Um, yes.

374 Q. You remember a discussion about the pension or Mr. Gogarty's pension arrangements in a general way?

A. In a general way, yes.

375 Q. And was Mr. Gogarty anxious to come to a resolution of that particular issue at that time?

A. No, the impression I have from the memory of that is that, you know, my father said "listen, we will let Copsey deal with that. You will be treated fairly", you know, whatever. It was in a general sense.

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CHAIRMAN: I don't want to intervene here but, and I always work from almost a point of ignorance in the sense that I don't take, I don't take the papers home and read them or anything in advance, but it occurs to me that this matter has been overtaken by circumstances, in the sense that a completed agreement was subsequently signed on, was furnished in August, the 15th or 20th and actually executed on the 3rd of November.

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MS. DILLON: October.

A. October.

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CHAIRMAN: Sorry, the 3rd of October, I beg your pardon. My apologies for the slip in date and I will, obviously, receive evidence in relation to the approach, the details. People come to an agreement, they have various points of view and ultimately a finality is reached and that finality is there, as I understand it. Now I stand subject to correction, Ms. Dillon and Mr. Cooney, in that regard. But you know, there is, I appreciate the import of Miss Dillon's approach. But nonetheless, a finality has been reached. I don't think we should over investigate how that finality was reached. Now, perhaps I am wrong in that, Ms. Dillon, and I will hear you if I am wrong. I do work from a point of, as I say, not full knowledge.

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MS. DILLON: Yes, Sir. You will recollect, Sir, that earlier this morning we dealt with a memorandum of a meeting on the 7th of February, of 1989, between Mr. Copsy and Mr. Gogarty, in which Mr. Copsy concluded that the gap between what Mr. Gogarty desired and Mr. Murphy was willing to offer was too great and this meeting was a meeting at which it appears that following the correspondence that emanated between the solicitors, certain heads of agreement may have been entered into. I am simply discussing that with this witness, simply that I am trying to see was it this witness' view that heads of agreement had in fact been entered into at that meeting. Maybe I am simply not approaching the matter in a clear enough fashion.

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CHAIRMAN: As I say, the last thing I want to interfere with is counsel presenting a particular sequence of events. It appears to me that it has succeeded, it has like any other dispute or - it

has been resolved, and what happened before has limited value in relation to what was actually signed. A signed agreement was reached. That's my approach to the matter. Now as I say, please use your judgement and I will listen to you unless I find that we are going outside the broad parameters I am talking about.

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MS. DILLON: Yes, Sir.
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376 Q. MS. DILLON: Mr. Murphy, I think that the evidence of Mr. Gogarty has been that around this time he was involved in negotiations with Mr. Michael Bailey in relation to the sale of the lands. Are you aware of the fact that certainly Mr. Gogarty has given evidence that certainly in late May, June of 1989 he was involved in negotiations with Mr. Michael Bailey?

A. I am aware that he gave that evidence, yes.

377 Q. At that meeting on the 26th of May, 1989, was any reference made to the proposed sale of those lands?

A. No, not to my recollection.

378 Q. Were there any discussion about negotiations or values or prices or any matters of that sort at that meeting?

A. No.

379 Q. Any such conversation, no such conversation took place while you were present?

A. No.

380 Q. Were the proceedings with Mr. Conroy discussed at that meeting while you were present?

A. They were.

381 Q. And at that stage certain proceedings and cross proceedings had been instituted?

A. Correct.

382 Q. And this was a matter of concern to Mr. Murphy Snr.?

A. Yes, we had got legal advice that we needed to respond to the

allegations in Mr. Conroy's affidavit, yes.

383 Q. And did Mr. Murphy Snr. seek to enlist the support of Mr. Gogarty in relation to an affidavit to be drafted in response to Mr. Conroy's affidavit?

A. Yeah, he came down to Mr. Oakley's office afterwards and there was a general discussion with us all, and Mr. Gogarty asked for a copy of the affidavit so he could draw up a reply.

384 Q. Sorry, so that he could?

A. So he could draw up an affidavit, yeah.

385 Q. Draw up a reply in relation - and the pension and the matters related to that were also discussed while you were there?

A. As I said earlier to you, they were discussed in general terms. There was no formal heads of agreement or final agreement. I think that you have it there in the documentation that the final agreement was signed on the 3rd of October. So the negotiations were going on between, still going on between April and October.

386 Q. Going on between who?

A. Going on between Jim Gogarty and Roger Copsy.

387 Q. Are you --

A. The final agreement, I mean it could have been agreed around August time or whatever, but it was signed on the 3rd of October. Roger Copsy was dealing with James Gogarty's pension, and he would have kept my father informed maybe on the details, but the whole thing was finalised in the end.

388 Q. I had understood, and I could be obviously wrong in relation to this, that as and from the 26th of May, of 1989, Mr. Sheedy of McCann Fitzgerald took over the negotiations such as remained?

A. Oh sorry, maybe Mr. Sheedy yes.

389 Q. And the matter passed between the solicitors to work out the finer legal details culminating in the agreement of the 3rd of October?

A. Yes.

390 Q. When you said earlier on that the negotiations were continued with

Mr. Copsey during --

A. Mr. Copsey may have continued them with Mr. Sheedy who was Mr. Gogarty's representative, I mean --

391 Q. That is what you were referring to?

A. I wasn't referring to anything in particular. I said if I referred to Mr. Gogarty, Mr. Sheedy was acting on his behalf. Roger Copsey, Chris Oakley, Brian Strahan of Gerrard Scallan and O'Brien were all involved on our behalf so, when --

392 Q. Sorry, did you want to say?

A. So when I refer to the negotiations continuing, it was continuing within that group of people.

393 Q. Yes. And your solicitors I think were Gerrard Scallan O'Brien; is that correct?

A. Correct, yes.

394 Q. And Mr. Brian Strahan in that office acted for you, acted for JMSE?

A. He did. He was in probably close contact with Roger Copsey. I didn't meet Brian Strahan at that time.

395 Q. He was the solicitor for Lajos Holdings; is that correct?

A. Correct.

396 Q. Was he your own personal solicitor?

A. No.

397 Q. Did you have your own personal solicitor?

A. In around that time.

398 Q. I think you later instructed Mr. Paddy Fearail in relation to the arbitration?

A. That's right. I asked his opinion later on at the arbitration. I suppose, I didn't know any solicitors in Ireland at the time. I think I met him socially, yes, I probably did, he would have probably been my solicitor at the time, yes.

399 Q. So, following this Mr. Gogarty has made a number of allegations concerning you, which I wish to put to you in summary form rather,

if that is all right with you and I can go through them in detail if I am required to do so. Mr. Gogarty says that you were involved in negotiations with Mr. Michael Bailey and Mr. Frank Reynolds in or around this time, May, June 1989; is that correct?

A. That is totally incorrect. I never met Michael Bailey until October, the 19th of October, 1992. He never discussed the sale of the lands with Frank Reynolds.

400 Q. He says, Mr. Gogarty says that when the letter of the 8th of June from Mr. Bailey was received at the offices of Santry, he was telephoned by Mr. Reynolds and he was requested to come in to the offices at Santry and that you were present?

A. I was in London at the time and I have a witness, Peter Mycroft that has made a statement to the Tribunal which confirms that.

401 Q. I will be coming to deal with that. I am just putting to you what Mr. Gogarty has said. He says that some money had been assembled and that it was available in the offices in Santry --

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MR. COONEY: With respect, he said £30,000 had been assembled.

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402 Q. MS. DILLON: Certainly, £30,000 had been assembled, and I think his evidence in relation to this matter was that he was counting it but he didn't count it completely, but I may be incorrect in relation to that; did that happen?

A. I was in England on the 8th of June.

403 Q. He says that some days later that he was requested to accompany you, and originally the plan had been for Mr. Frank Reynolds and yourself to go but Mr. Reynolds was unable to go with Mr. Michael Bailey to Mr. Burke's house?

A. That's totally incorrect, I never met Michael Bailey until 1992.

404 Q. He says that the reason for this meeting or the proposed meeting in Mr. Burke's house was that you and Mr. Reynolds were anxious to develop a 50/50 proposal with Mr. Bailey in relation to the

development of the lands, this is if I can call it the 50/50 proposal, if there is no objection to that? You understand what I am talking about?

A. I do, yes. I never discussed the sale of the lands in 1989 with Mr. Frank Reynolds. As I said before, I never met Michael Bailey until October 1992. I think the suggestion that I would go along to a meeting to bribe somebody to redevelop lands that are being sold, that is absolutely ridiculous.

405 Q. So you deny that?

A. Of course.

406 Q. And Mr. Gogarty also says that a meeting took place at Mr. Burke's house at which both, certain monies were handed over on behalf of JMSE and an envelope was handed over by Mr. Michael Bailey. You don't have any comment on that because you weren't at the meeting?

A. I have never been to Ray Burke's house. I have never met him.

407 Q. Right. Mr. Gogarty also says that in the car on the return from that meeting, Mr. Bailey raised the topic of Mr. George Redmond and said that Mr. Redmond would have to be "sorted out" in relation to his agreement to act as a consultant with the Murphy Group of companies?

A. I never heard of Mr. Redmond until I read Mr. Gogarty's affidavit.

408 Q. And you saying that that is also untrue?

A. I was in England at the time.

409 Q. And you were not present on that occasion and did not participate in any way in the matters that Mr. Gogarty has described?

A. Sorry, may I correct what I just said there? I think that you were referring to a couple of days after the 8th of June.

410 Q. Yes?

A. Well then a couple of days, if we take it that it is two or three days, I was at a funeral in Roscommon. I think that we have statements here from Derek Green, Sean Green.

411 Q. I am going to talk you through all of those statements, Mr. Murphy. I don't want you to think that I am trying to sandbag you or ambush you or anything, that is not my job. I now propose to take you through all of those statements and see if you agree with the contents of them.

A. Okay.

412 Q. Before I can do that, I should put to you in summary form what Mr. Gogarty says happened; do you understand?

A. Okay, sorry I am just very anxious that, you know, all of this does come out.

413 Q. You know. If you feel that I am being unfair to you in any way --

A. You are not being unfair.

414 Q. -- that might escape Mr. Cooney's legal eye, be sure to tell me.

A. You are not being unfair.

415 Q. Mr. Gogarty also says that, and I will come on to deal with this later, that there was a subsequent meeting in Clontarf Castle at which monies were paid to Mr. Redmond. He says that you were present at that meeting?

A. I was in England at the time. I have never met Mr. Redmond until the start of the Tribunal. And I have never been in Clontarf Castle in my life.

416 Q. Now, your evidence then is that insofar as this transaction with Mr. Burke and this alleged meeting in the Clontarf Castle is concerned in June of 1989, that this is a fabrication by Mr. Gogarty?

A. Fabrication is too a light a word for it, Ms. Dillon, it is complete and utter lies.

417 Q. Why would Mr. Gogarty tell such lies about you, Mr. Murphy?

A. Because at a meeting I had with him in the Berkeley Court in February of 1992 he demanded £400,000 from me or else he said he would personally take it out on me, destroy JMSE, destroy the Murphy family and personally take it out on me, was what he said

at the time, "you are the boss now". And I told him that he wasn't getting that money. He said that "mark my words, I will get you". I think it was my refusal to give him the £400,000, what I perceived to be at the time blackmail money, my refusal to do that he has put me at those meetings. He told me he says "I will get you back, mark my words, I will destroy you".

418 Q. I think it is accepted now that £30,000 was taken from the Grafton Construction account of Denis McArdle's office and transferred --

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MR. COONEY: Accepted by whom is the Tribunal now saying?

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CHAIRMAN: Just a moment. Just a moment.

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MS. DILLON: Sorry, I should briefly ...

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CHAIRMAN: Let's get this in order. An application was made to Mr. McArdle to withdraw that money. Mr. McArdle, as I understand, subject to correction, was for want of a better word, unable to comply and different arrangements were made.

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MR. COONEY: It is the phrase Ms. Dillon used, "it is accepted", because --

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CHAIRMAN: No, no, it is not accepted. That is it, as I understand the situation. The evidence at the moment, and nothing is accepted or otherwise at this moment.

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MR. COONEY: I understand that, Mr. Chairman. I would like Ms. Dillon - you see, Mr. Gogarty has said £40,000 was paid over on the day in question. Ms. Dillon says "it is now accepted". I was wondering if she is now saying on behalf of the Tribunal that it is now accepted that a sum of £30,000 was paid over?

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CHAIRMAN: There are two versions. One is 30, one is 40. And Mr. Burke is the one who accepts that £30,000 was the figure tendered to him, as I understand the evidence at the moment. Now let's be quite clear, I am reciting what I believe the evidence to be, not the conclusion to be drawn.

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MR. COONEY: Of course.

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CHAIRMAN: Let me be clear about that.

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MR. COONEY: I am merely, I am sorry for interrupting.

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CHAIRMAN: You are perfectly entitled.

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MR. COONEY: It was merely the use by Ms. Dillon of the phrase "to be accepted".

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MS. DILLON: I think it is accepted now that £30,000 was taken from the Grafton Construction account of Denis McArdle's office and transferred". And then Mr. Cooney interjected and says "Accepted by whom, the Tribunal?"

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I am saying my understanding of the matter had been, Sir, in correspondence, and indeed from a very early stage from the institution of this Tribunal, that it was accepted, and if that is not a word that is acceptable, that without saying it was done with authority or anything else, but that as a fact, as opposed to anything else, a sum of money was transferred and a sum of money, that sum of money was subsequently paid to Mr. Ray Burke.

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I am a little unclear as to why Mr. Cooney is making this

objection. Perhaps, if I could phrase the question in this way.

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MR. COONEY: Sorry, could I just answer Ms. Dillon there. Mr. Gogarty has sworn it was £40,000. All I am curious is when Ms. Dillon says "it is accepted", does it follow from that, that it is also accepted that Mr. Gogarty's account is not true in that respect? That is what I want to know.

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CHAIRMAN: That is a conclusion of fact which only I can come to.

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MR. COONEY: I understand, of course, and I fully agree with that, Mr. Chairman. It seems to me that Counsel for the Tribunal --

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CHAIRMAN: The reality of life is this: Mr. Burke who is the recipient says "I got £30,000", Mr. Gogarty says "£40,000". 30,000 was withdrawn from a bank account. Now, whether or not there was a further 10 by cheque is a matter which we remains to be decided as a matter of fact.

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MR. COONEY: I fully understand that. You can understand that it would be a matter of considerable significance to us now if it is being accepted by the Tribunal now, and one of its counsel --

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CHAIRMAN: Now --

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MR. COONEY: May I just finish? Is that it was not a sum of £40,000 as sworn to by Mr. Gogarty. That is all, Mr. Chairman.

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CHAIRMAN: The only person that can accept or deny this is me, and I have not made up my mind in anyway in relation to this

matter.

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MR. COONEY: I fully understand and accept that, Mr. Chairman.

It is the use of the phrase by Ms. Dillon. However, I will leave it there.

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MS. DILLON: Would it be acceptable if I were to say that it is accepted by the Murphy Group now that a sum of £30,000 was taken from the Grafton Construction account in Denis McArdle's office and transferred, as a result of which transaction the money was paid to Mr. Burke?

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I am not accepting any sum on behalf of the Tribunal as being paid or not paid, because that is a finding of fact that only you can make at the end of the day. My understanding of the matter is, and if the question I phrased was unclear, my understanding was that it is not, it is now accepted by the Murphy Group of interests, that a sum of £30,000 was transferred out of the Grafton, Denis McArdle, out of JMSE and subsequently these funds were repaid by Grafton Construction from Denis McArdle's account, that is all I am dealing with.

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MR. COONEY: Again I am sorry for interrupting. I don't want to be difficult. Ms. Dillon used the phrase "it is now accepted by the Murphy Group". It is not accepted by the Murphy Group now. It has always been our position before the public hearings of this Tribunal started, and we made that position very clear in the letters in which we sought representation. I don't want to be picky about this, but Ms. Dillon did use the word "now".

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CHAIRMAN: I can understand your situation, Mr. Cooney. I note what you are saying. As I understand the situation, it may be

clear. What I understand to be the facts of the situation: An application was made to Mr. McArdle, for reasons he gave he didn't comply with it. I am not saying there is any reason why he didn't. Ultimately it was, a sum of money was withdrawn from the Talbot Street branch of the Murphy account, and that sum of money was the sum that actually - and that was reimbursed, a sum, some of what later from a transaction from the McArdle account. That is what I understand of it.

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MR. COONEY: They are broadly the facts. Again I am sorry for interrupting you. It is merely - again I don't want to seem to be picking on Ms. Dillon's use of words. She did say "it is now accepted by the Murphy Group". The only point I want to make is, clearly and politely as I can, Mr. Chairman, it is not just accepted now as of this present time. That has always been our position. That is the only point.

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MS. DILLON: I will get it in time sequence before I put the next question. Just to be clear where I am going. My understanding of events is that the information was that in mid-August of 1997 that people first became aware in the Murphy Group of interests that this money had been paid. It was not apparently always accepted since 1989 that those monies had been paid.

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CHAIRMAN: That is fair enough.

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MS. DILLON: I intend dealing with this witness --

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CHAIRMAN: That is correct.

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MS. DILLON: -- when he became aware for the first time. All I am dealing with now, if we can take it, is today and that might be

simple enough.

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MR. COONEY: Yes.

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419 Q. MS. DILLON: Now, I don't intend to go into any of the financial documents that dealt with this transaction, Mr. Murphy, as I consider that that is probably a matter better dealt with by Mr. Copsy and people who were in charge of the financial accounting business of your company at that time.

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In general terms is it now accepted, and I mean today, not any other time, that a sum of £30,000 was paid to Mr. Ray Burke out of funds in JMSE, out of the JMSE bank account which was then reimbursed by a payment from the Grafton Construction account held by Mr. Denis McArdle?

A. Yes.

420 Q. And those were the monies that were used to pay, for whatever purpose, Mr. Ray Burke in June of 1989?

A. Yes.

421 Q. Now, can I ask you when did you first become aware that these funds had been so paid?

A. I first became aware that a political contribution, for want of a better word, may have been paid on the afternoon I think of July 1st, 1997. I think it was after my second meeting with Dermot Ahern. I arrived at Roger Copsy's office, expressed my concern, told him that I met Dermot Ahern and expressed my concern at what he had to say to me, plus some previous newspaper articles, and he told me "yes, I think there was some sort of a political contribution, I don't know you will have to check the documents. I think late July, early August". I think we checked the bank statements and we contacted Denis McArdle who, as you know, controlled the account of Grafton, because I think when we looked

at the cheque payments book there was cheques made out to Grafton. Denis McArdle I think at the time had some personal problems, he wasn't well himself. I think his wife was very ill. He wasn't in the office a lot. I think sometime then in August he gave us some of the documents relating to Grafton, which included the memo of his phone conversation with Roger Copsey.

422 Q. So on the afternoon of the 1st of July, 1997, you became aware for the first time that there was a probability of a payment of a political contribution to a politician?

A. No, I didn't know who the political contribution was to. Roger Copsey specified to me, because I had previously rung him and asked him if he knew anything about a payment to Ray Burke and he said "no". When I sat down with him he said that he remembered a political contribution. He wasn't specific to whether it was to a politician or whether it was to a party. He said "you better look in the records".

423 Q. And that was the afternoon of your second meeting with Mr. Dermot Ahern?

A. Correct.

424 Q. That you became aware for the first time that there had been such a payment, a political contribution?

A. He didn't know who, what party or - he said "check the records thoroughly". He did sort of remember some sort of a political contribution. I think he may have well mentioned Jim Gogarty as well.

425 Q. In connection with that?

A. Yeah.

426 Q. And had you previous to that conversation with Mr. Copsey on August the 1st, 1997, had reason to check with Mr. Copsey?

A. Yes.

427 Q. And when did you previous to that 1st of August, 1997, meeting check with Mr. Copsey?

A. Maybe a couple of months earlier, maybe rung him on the phone.

428 Q. In what circumstances did you ring up Mr. Copsey to make this inquiry about a payment?

A. I think it may have been in response to a newspaper article in May - April, May of '97.

429 Q. And apart from that conversation with Mr. Copsey, had you ever had occasion to ring him up before to query whether a payment had been made?

A. No, Roger Copsey left the companies in 1990.

430 Q. In 1990?

A. Um.

431 Q. But you had no other reason ever to query prior to a newspaper article in April or May of 1997 with Mr. Copsey about this payment?

A. No.

432 Q. And did you - sorry, we have got away from where we were going, Mr. Murphy, interesting and all as the territory is.

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I would like to deal with the statements of your whereabouts during late May, early mid-June of 1989, if that is all right?

A. Could I have that? I would like to tie up the actual dates with days. Could I have that document?

433 Q. What document?

A. The statement, the supplemental statement I have put in of my whereabouts.

434 Q. Of course you can, of course. I think it is in the book.

A. It is just purely to tie up the proper dates with days.

435 Q. There is no worry about it. If you look at Tab 1. That statement will be there.

A. In the black folder?

436 Q. In the black book.

A. Oh, yes. Yes. Yes, I have got it yeah.

437 Q. Now, this statement is a response to certain evidence given by Mr. Gogarty in the course of this hearing. But before we go in to deal with that and we will look where it is relevant at the various --

A. I wonder would you read it in full?

438 Q. No, I won't, Mr. Murphy, thank you. But I will deal with it in full in my own way, all right? I want to ask you first of all do you keep diaries?

A. No, I have an appointment calendar with big squares on it where I put in my appointments.

439 Q. And do you have your calendar with the big squares on it relevant to 1989?

A. Not at all. They go the next year, I wouldn't even have last years.

440 Q. And attached to that statement when you furnished it to the Tribunal were some documents?

A. That's correct, there were two documents from Tara Travel and two documents from the RCR car rental firm that I hired cars from on those particular dates, yes.

441 Q. I wonder would it be possible to put the first of these documents up on the screen. The first of the documents I am looking at, Mr. Murphy.

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CHAIRMAN: I am told that the Caseview - our stenographer is not - I am not getting the case on the screen here and I am told that if we had a five-minute break it might be possible to put it back in operation, so I will going to take a five-minute break and see if we can get it.

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We will try and get it repaired.

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THE HEARING THEN ADJOURNED FOR A SHORT BREAK AND RESUMED AS

FOLLOWS:

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MR. COONEY: Before Ms. Dillon resumes, there are just one or two matters I would like to refer to. It seems that we are now coming to a very crucial part of the inquiry that you are conducting, that is the whereabouts of Mr. Murphy Jnr. during the two critical times. First of all, the time in or about June of 1989 when the payment was made to Mr. Burke and also associated with that, but before it in time was Mr. Murphy's whereabouts in May of 1988, when according to Mr. Gogarty he, Mr. Murphy Jnr., was with Mr. Gogarty at a meeting in Mr. Redmond's office. Now you are aware, Mr. Chairman, that --

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CHAIRMAN: Just take it easy. Just a moment. A time when a payment was made to Mr. Burke the second time?

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MR. COONEY: Which is in May of 1988 when Mr. Gogarty says Mr. Murphy Jnr. was with him in Mr. Redmond's office at the County Council's Office in Parnell Square.

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Now, Mr. Murphy, Mr. Chairman, furnished a detailed statement to this Tribunal on the 16th of April of this year, in which he describes in detail his movements during those two critical times. In corroboration of what he says in that statement he produced certain documents to the Tribunal, including copies of travel documents, copies of credit card slips and statements of people who saw him, particularly in Leitrim in or around the critical week in June of 1989. Now, that is fair enough, Mr. Chairman, and we would expect the Tribunal to question Mr. Murphy about these matters and indeed other witnesses and indeed to question him about the documents. It does appear, Mr. Chairman, that Ms. Dillon intends to go straight into

questions about the travel documents, without first allowing Mr. Murphy to give his account of his movements during these two critical times.

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Now, in my respectful submission, Mr. Chairman, it seems to me illogical that he should be asked questions about his corroborating evidence without first establishing what his own evidence is about his movements at that time, and logically and fairly, Mr. Chairman, in my respectful submission he should first of all be asked to give his account of his movements at that time in accordance with the statement which he has furnished to the Tribunal, and then he should be asked about the evidence which he has furnished in corroboration of that account, including the travel documents, and the statements of the other witnesses whom he has furnished to the Tribunal and who will be called to give evidence at a later stage, as you have already indicated. That seems to me to be the fair, logical and reasonable approach to this portion of the evidence.

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In other words, Mr. Chairman, I am respectfully suggesting to you that Mr. Murphy be now allowed to describe his movements for this critical week or ten days in June of 1989, and then reference be made to the corroborating evidence, including these documents. It is, as it were, Mr. Chairman, putting the cart before the horse to put up on the screen some of the corroborating documents and start asking the questions about that without first establishing what events are being introduced to corroborate. It seems to me that is the fair, reasonable and normal way that such a thing would be done.

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For instance, Mr. Chairman, it would be inconceivable, say in a prosecution for instance, that a Defendant who had an account of

his whereabouts at the time of the alleged offence would not be allowed give his evidence on that account and then and only then would evidence which was introduced in support of that account be contested. It wouldn't be fair, Mr. Chairman. It is not in accordance with usual practice. I see no reason why I wouldn't be allowed to do so with great respect.

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CHAIRMAN: Now, I am going to ask Ms. Dillon for her response.

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May I just say this, I don't want to in any way appear to be prejudging the issue. It is something that I try to avoid, is to in any way invade any counsel in the manner in which they approach the manner, of which is their job. Secondly, I don't have preknowledge. I don't have preknowledge. I have a broad understanding of what is going to be presented to this Tribunal, but the detailed knowledge I don't have, because I don't think it is appropriate that I should, shall I say, swat up what is going to be said here today, that I think is inappropriate for any presiding officer to approach the situation. I must, of course, know the broad parameters. The detail is presented to me across the foot lights in that sense.

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Secondly, as I say, I hear what you say. I must say that it has a great deal to recommend it, but I want to hear what Ms. Dillon is going on and the witness is going to say in response. The second matter is this, and it is unrelated to what you have just said: What is called "the Caseview" is not operating here this afternoon. The transcript is being recorded in the sense, the same as a shorthand stenographer always records. That will result in tomorrow's transcript or at least this evening's transcript, if you get a transcript this evening, not being available because we don't have it in the same speed. It is not a matter of printing

it as we did, as is normally did. There will be a delay. I am not saying it won't be available. There will be a delay.

However, that is a separate a matter. Ms. Dillon, go back to the original matter.

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MS. DILLON: Yes, Sir.

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CHAIRMAN: What do you, I think you might as well tell us what you intend to do.

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MS. DILLON: What I intend to do is I intend to ask Mr. Murphy Jnr. some questions about the documentation that he supplied to the Tribunal with his supplemental statement. I see no reason for deviation from procedure. I do not understand the submission that is made, that in relation to this portion of the evidence that this witness should be treated by me in a fashion different to which I have treated him heretofore I think. And it is my submission to you that I should be allowed, without interference, to deal with this witness as I see fit. It is always open to Mr. Cooney when it comes his turn to clarify, clear up or resolve any ambiguities he feels that may arise in the evidence.

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It is my view that I should not be dictated to by anybody as to how this witness should be dealt with. It is my intention, subject to what you have to say, to put these documents to the witness to establish their provenance, their origin, and what other documents there may or not be of a similar nature, that may or may not be relevant to the matters presently being inquired into. It must, of course, be borne in mind that these documents have been produced by this witness in isolation to any other documents.

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I think it is important before we deal with the substance of Mr. Murphy's evidence in relation to where he was in June of 1989, that the documents that he has produced to the Tribunal in support of that should be scrutinised and the Tribunal should seek to inquire as to whether there may be other such travel documents in existence from where these documents were obtained, that might also be of assistance to the Tribunal. And that is where I am proceeding, intending to go, and the inquiry of which I am presently embarking is the origin, provenance and existence of these documents and any other documents that might may be in existence, that may be of assistance.

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MR. COONEY: If Ms. Dillon is finished, may I briefly reply?

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CHAIRMAN: Certainly.

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MR. COONEY: You have stated that you have no preknowledge, of course I have accept that.

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CHAIRMAN: I have no detail knowledge, no detailed knowledge.

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MR. COONEY: What you said was no --

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CHAIRMAN: Yes, of course.

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MR. COONEY: I understand you said you had no preknowledge, I understand that to mean no pre detailed knowledge.

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CHAIRMAN: I have, of course, the statement on my file here, I don't do it in advance, for the simple reason I don't want to gag myself. I do it on that basis.

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MR. COONEY: I understand that perfectly, Mr. Chairman. In my respectful submission that in a sense reinforces my submission. If you have no preknowledge of what these documents relate to, it is logically imperative that this knowledge should be given to you, because they are introduced as corroboration of Mr. Murphy's primary evidence, his account of where he was during this particular time.

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Now, I am not trying to dictate to Ms. Dillon how she should present her case. How she should present her case, Mr. Chairman, is dictated by logic and fairness. It seems to me if a witness indeed in this Tribunal or any other forum has a particular account of events which are in dispute he should be allowed to give that account. Again, if he is corroborating evidence and this evidence should also be introduced, and then if some party to that, to the particular proceedings, in this case the Tribunal, has some doubts about this then they can be questioned about that. Although, again I have to say, Mr. Chairman, it seems strange that his evidence is not lead in the usual way on this particular topic but rather that he is subject to a cross-examination on one aspect of the evidence. That, in my respectful submission, Mr. Chairman, doesn't seem to be in accordance with fair or just treatment I have to say.

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CHAIRMAN: My only --

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MS. DILLON: Sorry, just to allow me to briefly reply?

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CHAIRMAN: Yes, certainly.

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MS. DILLON: I do not have a case before this Tribunal, that is

the first point. Second of all, I do not intend to cross-examine Mr. Murphy. I do not think up to this moment of time that I have cross-examined Mr. Murphy, and I don't think that I have treated Mr. Murphy unfairly in any way, and I do not think that trying to establish the provenance of the document in advance of dealing with the statement is an unfair procedure. Thank you, Sir.

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CHAIRMAN: Well, my task here, and I want to make it absolutely clear, this Tribunal does not present a case in the sense of litigious or prosecution sense of the word. We are inquiring into the facts. It is desirable that we do everything possible to get the facts isolated, as it were, from any prejudice or approach or understanding that may, that a person may perfectly genuinely have in relation to them. We are looking at them in the cold light of day, if possible.

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Now, let me then go back to first principles.

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Normally under first principles the witness' recollection is what he gives over the foot lights, that is the first thing. If he thinks, if he seeks to offer in corroboration X, Y or Z, whether it be the recollection of Mr. X, or a document produced by Mr. Y or X & Co., these documents have no more validity as evidence until their quality and provenance is established. The very fact that you produce a document, unless you can warrant its authenticity, it is of little assistance as a corroborative item.

I take that view.

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Once the authenticity or the sequence of events is established that this document would have been in existence at the time of the events described, of course it is corroboration and has to be looked at and carefully measured. That would be my approach to

the situation.

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Having listened to Mr. Cooney and having listened to Ms. Dillon, and done so with equal respect to both of them, in my view the appropriate way to proceed is to take this witness' evidence as to what he says, what he was, where he was, what he was doing on particular days.

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If it is possible we - as I understand Ms. Dillon has documents which have been furnished by your client in her possession. I think she is entitled to inquire from him after he has set out his, I don't mean to be prejudicial, his stall, I don't mean that that in any prejudicial sense, then she is entitled to test the validity of what he is saying. That seems to me fair procedures. And if in the course of that test, some aspect of it emerges which requires further corroboration, then I will give time, or if necessary make orders, whatever may be appropriate to provide that, to give that test its quality to which it should have, because we do not have - first, we don't have in our possession any other evidence other than what has been furnished by your good self.

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MR. COONEY: I understand.

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CHAIRMAN: That seems to me to be the fair and balanced way to do it. Now, I will not permit Mr. Murphy Jnr. to pick up whatever document it may be, I was there on that day, he was there because he recalls being there. He may well be able to say "I can establish by other means", when he has stated that and stated what the other means are, at that point of time the inquiry cuts in as to whether that corroboration is a valid corroboration and what is the quality of that corroboration. And as I say, if it is

necessary to produce other documents or other supplemental information, that is something which I will decide as the case goes on. I hope that I have been fair and reasonable in my approach.

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MR. COONEY: I respectfully agree, Mr. Chairman. And I am not quaffing at all, Mr. Chairman. Humanly speaking very few people are able to identify where they were on a specific date, ten years before they are asked to recall it.

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Now, I am sure you will remember, Mr. Chairman, that one of the significant matters which enabled Mr. Murphy to conduct a search that far back was death of Mrs. Flynn who was his grand aunt.

This was the fixed date in time which enabled him to carry out these inquiries, as well as the evidence of Mr. Gogarty as to the date --

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CHAIRMAN: You and I are not in any way conflicting in that regard. That is the matter he will recall, being at the funeral of X. I am using the X because I can't remember the person's name.

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MR. COONEY: Mrs. Flynn.

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CHAIRMAN: X was buried on a particular day, I don't mean to be facetious. It is like on the famous occasion when somebody challenged in court the existence of a birth, or of a death certificate was asked 'have you seen him since?' or words to that effect. I think it was the late Judge Fossett did it down in Wicklow, but that is a different matter. What I am talking about is, I am not going to say, "well, I can produce a ticket, I can produce a bus ticket" or whatever it may be, that is a different

matter. He gives his evidence first and says "in support of these matters, I have the following documents". Now, he can produce the following documents as they are, and as I understand it Ms. Dillon has them in front of her and she can inquire into each of those documents, and if necessary require, now I don't know whether she will, further corroboration. That seems to me to be the fair, fundamental approach, because I don't depend on Mr. Murphy's proof of the document, I depend on his evidence in the first instance.

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In the second instance, the document which may be challenged or may not be challenged as the case may be.

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MR. COONEY: We will wait and see. I am obliged to you, Mr. Chairman.

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CHAIRMAN: Ms. Dillon, I hope I have not unfairly upset your course of action?

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MS. DILLON: No, Sir, not at all. As I understand it, Sir, from what you said I will proceed to take Mr. Murphy through his evidence and deal with the documents then as they arise in the course of that evidence.

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CHAIRMAN: Yes.

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MS. DILLON: And as Mr. Cooney has said, Mr. Murphy should do this in the first instance from his memory only. As you recollect Mr. Murphy asked for a copy of his statements and the documents, when I indicated to him that I was going to proceed with that matter, and I had said "yes", he could have them. I presume in the light of that Mr. Murphy cannot have --

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CHAIRMAN: He may not read from them. I am not going allow him to read from them, he gives his evidence. He is like any other witness. He is entitled to use an aide memoire.

MS. DILLON: Of course.

CHAIRMAN: But he is not going to read a statement which it may well be his, it may have been, I don't suggest anything improper - Mr. Cooney, it may have been drafted by Mr. Cooney. That is not what I want. I want to hear Mr. Murphy tell me what happened.

442 Q. MS. DILLON: Yes, Sir, I will deal with it in that fashion so.

If you just put down for the moment Mr. Murphy the documents and the statements --

A. No problem.

443 Q. -- that I had indicated you could have and when we come to deal with the events of June, if we can deal with June of 1989 first of all. Can you tell me where you were in May, towards the end of May of 1989?

A. I think for the whole month of May I was in the UK.

444 Q. Did you have any occasion in the month of May of 1989 to travel to Dublin?

A. Not to my recollection, no.

445 Q. Did you have any occasion in the month of April of 1989 to travel to Dublin?

A. I may well have yes, yes.

446 Q. Were you in Dublin in March of 1989?

A. Yes.

447 Q. And were you in Dublin in February and January of 1989?

A. I did due to personal tragic circumstances at that time. I think I probably in the early part of '89 was in Ireland on maybe three or four occasions.

448 Q. Very good, but you don't recollect that you were in Dublin during May of 1989?

A. No.

449 Q. Right. Did you come to Dublin towards the end of May of 1989?

A. Yes, on the 31st of May.

450 Q. What was the purpose of you coming to Dublin?

A. A wedding. No, I flew to Dublin to go to a wedding in Waterford.

451 Q. And this was a wedding of a relative; is that correct?

A. No.

452 Q. A friend?

A. Yes.

453 Q. And did you, when you flew to Dublin on the 30th, was it, or the 31st?

A. 31st.

454 Q. I think you have furnished to the Tribunal a document which I will now hand to you, which is a receipt from Tara Travel, which is in one of the documents in front of you, but perhaps it would just be better in the light of all of this if we get you a fresh copy.

(Handed to witness).

A. I have, I have it up there on the screen.

455 Q. You have a copy on the screen. You see that document, Mr. Murphy?

A. That's correct, yes.

456 Q. That is a document you have furnished to the Tribunal. It is an invoice dated the 30th of May of 1989?

A. That's right.

457 Q. That's right. If we start at the very top of the document where it says "Tara/Tara OI". Do you see that?

A. Yes.

458 Q. Do you know what that means?

A. That would obviously be some sort of a code that Tara Travel, for the invoice maybe.

459 Q. Yes, and --

A. Or it could be, if it is in handwriting maybe it could be a Murphy Limited one.

460 Q. Did this invoice or receipt emanate from Murphy Limited?

A. It was sent to Murphy Limited by Tara Travel.

461 Q. And is that where you found it when you went looking?

A. No, I found it in the office.

462 Q. That is what I mean, the office of Murphy Limited?

MR. COONEY: I am sorry for interrupting My Friend. I understood that Ms. Dillon was going to bring Mr. Murphy through his account of his movements starting with this day until the end of the critical period and then question him about the authenticity of the documents if she wished to raise any point?

MS. DILLON: I am not questioning the authenticity of the documents, I am not questioning whether or not this is an invoice. I am asking this witness to explain this invoice to the Tribunal, to explain where he got it, where it emanated from, and what the various things written on the invoice mean. It is not my document. It is not the Tribunal's document. It is this witness' document. I am not challenging the document in anyway. I am not seeking to put any other version in respect of this to the witness. There is no sinister motive to this. It is simply an inquiry into what the various component parts of things that are written on this document mean. And this witness says that he flew to Dublin on the 30th of May, the 31st of May, 1989, and this document has been produced by him to the Tribunal in support of that. So I propose to go on to deal with the document.

CHAIRMAN: I see nothing wrong with that, Mr. Cooney.

MR. COONEY: Nor do I, Mr. Chairman. I thought you ruled that

Miss Dillon would bring the witness through his evidence relating to his movements, and then if she wishes to ask any questions about the documents to do so, but however, and it seems to me that to simply bring him up to the first day of this critical period and then to stop and then to ask him a series of questions about these documents is in a sense avoiding the thrust of your ruling Mr. Chairman.

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CHAIRMAN: Lest I be misunderstood or lest I have not been clear, what I meant is that the witness could not bring from his hip pocket and say "I came to Dublin, there is the ticket". I want him to express when he came to Dublin, why he came to Dublin, and if he has a document that says "I did come to Dublin" of course he is entitled to warrant it.

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MR. COONEY: Yes.

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CHAIRMAN: Now, you can do it either by taking him through it and coming back and going through it one and another, but my intention is to get his primary evidence first. If he has support then the nature of the support will be inquired into.

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MR. COONEY: I respectfully agree. It just occurred to me, perhaps I am wrong about this --

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CHAIRMAN: I certainly didn't mean otherwise.

MR. COONEY: I know that. The detail, Ms. Dillon starts talking about first of all the reference at the top of the invoice, suggesting to me that she is going to ask a series of questions.

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CHAIRMAN: Mr. Cooney, with all respect I have read the document

rapidly. I don't know what it is.

MR. COONEY: It is an invoice from a travel agents.

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CHAIRMAN: Yes, but - I know it is an invoice, what is it an invoice of? She is entitled to ask that. It is the 9th of June, 1989. She is entitled to tell us what it is.

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MR. COONEY: I respectfully agree, Mr. Chairman. Is that an invoice from a travel agency to your company? And he explains that. Now, I have no objection to that, Mr. Chairman. It seems to me that she has stopped and she is asking questions about the reference number, which seems to me, again I may be wrong about this, Mr. Chairman, is in a sense an attempt to avoid the thrust of your original ruling, namely that he should be invited to give a narrative account of what happened and then come back to the documents and deal with them in detail.

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MS. DILLON: Very good, Sir. We will deal with it in an entirely different way.

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CHAIRMAN: Ms. Dillon is going to make a concession to you which I wouldn't have made.

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463 Q. MS. DILLON: I am, I am going to ask the witness to read his statement out without interruption in its entirety, and then I will ask him about the documents. Will you take up the statement please, Mr. Murphy.

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That is your supplemental statement dated the 16th of April, 1999. I will read it into the record or if you are happy to read it yourself?

MR. COONEY: Perhaps Mr. Murphy should read it.

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MS. DILLON: Whatever you wish.

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CHAIRMAN: Go on, you read it, Mr. Murphy, or give the evidence following the terms of the statement.

A. Okay, Mr. Chairman.

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This statement to the Tribunal is supplemental to my earlier statement furnished to the Tribunal, and is for the purpose principally of dealing with certain matters raised by Mr. Gogarty in the course of his evidence to the Tribunal.

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Mr. Gogarty has given evidence to the effect that a draft letter prepared by Mr. Redmond was typed in the office of Mr. Denis McArdle, Solicitor, on the 10th of May 1988. He has also given to evidence to the effect that I attended a meeting with Mr. Redmond and Mr. Gogarty a couple of days before that date. The 10th of May, 1988, was a Tuesday. I worked on a particular job in London from October 1987 until Friday the 6th of May, 1988. After that I spent two weeks going around various parts of England with my father during the period when Mr. Conroy was on holidays. I recall this because as a result of certain investigations which we undertook into various contracts at that time, Mr. Conroy's right-hand man was dismissed on the 16th of May, 1988. I was not in Ireland at all that year up until the meeting in Wilton House in Dublin on the 6th or 7th of June of 1988.

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I repeat, that I have never been in Mr. Redmond's office in O'Connell Street or any other council office in Dublin in my life. I have never met Mr. Redmond prior to the commencement of

the proceedings before this Tribunal.

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I was in the United Kingdom for the whole of month of May of 1989, up until the 30th of that month. I travelled to Dublin at lunchtime on the 31st of May and picked up a hired car at Dublin Airport. I travelled to The Bridge Hotel in Waterford straight from the airport that day as I had arranged to meet Denis Flynn and his wife there. Shortly after arriving he informed me by telephone that he could not come until the next day. I remember this because I was the only one of the wedding party in the hotel that night and I didn't know anyone in Waterford. Most of the wedding party arrived the next afternoon, (1st of June, 1989). I knew most of the groom's guests and remember going to another hotel with some of them that afternoon. I remained in Waterford until approximately 2:30 or 3 p.m. on the 5th of June, 1989. I then drove back to Dublin arriving at our house between 5 and 6 p.m.. I did not leave the house that evening. I returned to London first thing on the following morning, 6th of June, and after picking up my car at my flat in Maidavale I drove to the Wandsworth job which was ongoing at that time. I spent nearly all of my time on that job on the 6th, 7th and 8th of June, 1989. During this period I became aware that the woman I considered to be my granny, Mary Elizabeth Flynn, was not well. I was informed of her death on the 9th of June, and made arrangements to travel back to Ireland the next morning for her funeral. I collected a plane ticket from Tara Travel in Holloway Road, London, and I arranged to meet up with Derek Green the next morning at Heathrow Airport, as he was also travelling for the funeral. I picked up a hired car in Dublin and waited for Derek Green to arrive on the flight after mine. We drove straight to Arigna arriving mid-afternoon. I remained in the Arigna/Carrick on Shannon area until the morning of the 12th of June when I drove to Dublin

Airport with Derek Green and we both caught the same plane back to Heathrow Airport. Mr. Gogarty attended the funeral of Mary Elizabeth Flynn on the 11th of June, 1989, and was asked to the hotel afterwards but declined saying he was in a rush back to Dublin.

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On arriving in London on the 12th of June I again picked up my car and when to the site in Wansworth late that afternoon. I visited this site everyday that week, as I was in serious discussion with Peter Mycroft at the time and wished to finalise those discussions. It was because of those discussions and the fact that I had been away from my work for some considerable time that I turned down an invitation to a wedding in Longford on Wednesday the 14th of June, '89. I had intended to go to this wedding with my sister but did not do so. She attended.

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I did not return again to Ireland that year until the end of September or the beginning of October, and may have attended the offices in Santry during this time, although I have no recollection of doing so. I also returned to Ireland in November of that year for a rugby match involving the All Blacks, but did not go to the offices in Santry or any business meetings in Ireland at that time.

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I wish to repeat that I have never been in Clontarf Castle in my life". Dated the 16th of April, 1999.

464 Q. MS. DILLON: Thank you very much, Mr. Murphy. Can we start then at the beginning of that second paragraph on page one dealing with - starting: "The 10th of May, 1988 was a Tuesday. I worked in a particular job in London from October 1987 to Friday the 6th of May, 1988". What was the job?

A. It was known as the Ebrey Bridge (SIC) job. It was lying high

voltage cables, it was in London.

465 Q. How can you tell us that you were sure that you were there until Friday the 6th of May, 1988?

A. Because I had handwriting costings going back into 1987 for that particular job which stopped on the 6th of May.

466 Q. On the 6th of May, do they show you present at all times in England at that time?

A. The particular costings for that job are in my handwriting. It says "Week ending 6th of May". I would always do those on a Friday, obviously.

467 Q. Do those costings? Sorry, I interrupted you. You do them on a Friday?

A. Obviously you do the costings at the end of the week.

468 Q. Do those costings show that you were present on each of those days and all of those days up to Friday the 6th of May, 1988?

A. They would show a pattern, that I was on this particular job for a period of five or six months, I was doing the weekly costings.

469 Q. Do they show that you were present all day everyday for the period of time leading up to Friday the 6th of May, 1988?

A. They mightn't show that, no.

470 Q. All right. So they don't show your continued presence in that place at that time on a daily basis; is that correct?

A. No, that is not correct. I would say that the weekly costings stretching back four or five months would show that I spent all of my time on this job. It is a matter of interpretation.

471 Q. I am not asking you to interpret it. You have put in as evidence before this Tribunal as evidence of your whereabouts that you worked in a particular job in London from October 1987 until Friday the 6th of May, 1988. In support of that you said you prepared weekly costings which were signed off on a Friday, as I understand it?

A. Correct.

472 Q. I have asked you the question, do those costings show that you were present on a daily basis everyday, all day, at those particular places up to Friday the 6th of May of 1988?

A. To me they do. Somebody else might interpret them differently.

473 Q. Do they account for your presence at a particular location for that period of time?

A. I would think so, yes.

474 Q. On a daily basis?

A. Well, I would think so, yes.

475 Q. So you have a document that you can bring in to the Tribunal to show that on everyday between October 1987 and Friday the 6th of May of 1988 you were at a particular location?

A. The actual document is week ending such-and-such a week. It doesn't say "Monday costings" for Monday, Tuesday, Wednesday, Thursday, Friday. They are weekly costings.

476 Q. Yes, and the document shows the costings of the particular job on a weekly basis; is that correct?

A. On a weekly basis.

477 Q. Does it have any reference to your presence or absence at all?

A. It is in my handwriting, Ms. Dillon.

478 Q. It is prepared as I understand on a weekend?

A. It is prepared on a Friday.

479 Q. On a Friday. This document establishes, if I understand you correctly, that on a Friday of every week during a particular period of time you prepared the costings?

A. Yes.

480 Q. And it establishes nothing more than that?

A. Yes.

481 Q. Thank you. Following that you say: "After that I spent two weeks going around various parts of England with my father during the period when Mr. Conroy was on holidays". Do you see that?

A. I do.

482 Q. Now, we are talking about October to May of 1988. So the period you are talking about is a period after the 6th of May 1988; isn't that right?

A. That's correct.

483 Q. And this was the period in which there was some upheaval in the company; isn't that right?

A. That's correct, yeah.

484 Q. And you had, I think earlier told us in your evidence, that in early January of 1988 you had visited all the sites in the company of your father; isn't that right? You told us yesterday that following the meeting in December 1987 in early January, February 1988?

A. Correct, yes.

485 Q. In the company of your father?

A. Yes.

486 Q. Was this another such excursion?

A. It was. It was an investigation into the right-hand man that was dismissed. He was dismissed following that second investigation. He was responsible partially for some of the pricing in one of the companies.

487 Q. Yes. So in addition to this period of time that your father had spent in England in early 1988, immediately following --

A. He had gone back to Guernsey and came back again.

488 Q. And he also came back to go on this two week investigation with you?

A. Ten days, two weeks whatever, yeah.

489 Q. Two weeks is what you have in your statement and what you have sworn to, Mr. Murphy?

A. Yeah, yeah, roughly.

490 Q. You are saying --

A. Roughly two weeks.

491 Q. The two week period following the 6th of May, 1988, you were

continuously in the company of your father?

A. More or less, yes.

492 Q. Let's talk about more and then talk about less, Mr. Murphy. Were you every day in the company of your father?

A. It is my recollection that I was, yes.

493 Q. At all times?

A. It is, yes.

494 Q. Weekends?

A. No.

495 Q. So during the working week you were in the company of your father in the two week period immediately following the 6th of May, 1988?

A. That is my recollection, yes.

496 Q. And you say you recall this because "as a result of certain investigations which we undertook into various contracts at that time". You see that?

A. "Investigations into various contracts. Mr. Conroy's right-hand man was dismissed on the 16th of May".

497 Q. Just deal with the first part of it first?

A. The reason I believe that is because I found out that the dismissal was on the 16th of May. We had done the investigations previous to that.

498 Q. You have a record of the dismissal of Mr. Conroy's right-hand man on the 16th of May, 1988?

A. I would have, yes.

499 Q. You haven't produced that document to the Tribunal in support of this, have you, Mr. Murphy?

A. No.

500 Q. You say: "That there were certain investigations being carried out into the contracts at that time"?

A. Of what this particular person was doing, yes.

501 Q. You say "certain investigations", plural, "which we undertook into various contracts" plural, "at that time". Were you investigating

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one matter or were you investigating several matters?

A. We were investigating several matters. It was basically the pricing on several contracts.

502 Q. That involved this particular individual who was dismissed on the 16th of May, 1988?

A. He was particularly responsible for one of the companies.

503 Q. And in relation to these investigations that you carried out, would they have required your attendance at various sites that were owned by Murphy Limited in England?

A. Yes.

504 Q. And presumably there are records available in relation to your attendance and your father's attendance at those sites?

A. No, we don't keep memos of the actual sites we go to.

505 Q. How are you in a position then to state that you were with your father during that particular two week period immediately following the 6th of May, 1988?

A. Because when I found out that this particular gentleman had been dismissed on the 16th of May, I pieced back together that, yes, that leading up to that we had investigated for a period of about two weeks this guy's pricing, so it was only --

506 Q. Did you?

A. It was only on the 16th of May.

507 Q. Did you dismiss the individual?

A. No.

508 Q. Who dismissed the individual?

A. My father.

509 Q. Where did the dismissal take place?

A. In Tottingham.

510 Q. Were you with your father when he was dismissed?

A. No.

511 Q. I thought you were continuously with your father during that two week period?

A. He brought him into a separate office, I was in the actual building.

512 Q. But presumably there would be PAYE and PRSI records in relation to this dismissed individual showing that he was dismissed on the 16th of May, 1988?

A. I think that there is probably some records somewhere.

513 Q. Those are records that would be available to you and you would be able to find and be able to bring into this Tribunal?

A. Ms. Dillon, this date in May 1988 has already been brought out in a previous affidavit. If you are asking me about the fact that he wasn't dismissed --

514 Q. I am not asking anything, I am asking you would there be PRSI and PAYE records showing that he was dismissed on the 16th May, 1988?

A. There may well be.

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MR. COONEY: Would Ms. Dillon please allow Mr. Murphy to finish his answers, with respect Mr. Chairman. Also, I have to say that this sounds suspiciously to me like a cross-examination. It is certainly very hostile in tone.

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CHAIRMAN: Continue Ms. Dillon.

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MS. DILLON: In fact I don't think I interrupted him, if you look at the transcript.

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CHAIRMAN: Don't worry.

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515 Q. MR. DILLON: Sorry, Mr. Murphy, before we were interrupted. Where were we? Oh, yes. The dismissal of this individual on the 16th of May of 1988, there would be records, you think there may be records?

A. There may be records.

516 Q. And those are records, could you produce to the Tribunal to show that this event took place on the 16th of May, 1988, at such a place?

A. If they are there.

517 Q. If they are there. And you say you were not in Ireland at all that year up until the meeting in Wilton House in Dublin on the 6th or 7th of June, 1988?

A. To the best of my recollection.

518 Q. I see. Then you say you have never been in Mr. Redmond's office or any of the council offices. You have never met Mr. Redmond prior to the commencement of the proceedings of this Tribunal. You said you were in the United Kingdom for the whole of the month of May.

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MR. COONEY: There are about five questions in that.

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MS. DILLON: I haven't asked him a question at all.

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MR. COONEY: With respect, Ms. Dillon puts in about five or six implied facts or questions in one question in a very hostile and hurried tone of voice and then expects the witness to answer. That is not fair to the witness, Mr. Chairman, particularly if she is not cross-examining, as she says she does. There is a way of leading questions.

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CHAIRMAN: Mr. Cooney, let's us be quite clear about this. We are inquiring into the validity of this premise that has been advanced by your client. There is nothing wrong with that, to inquire into we must do so. It is an inquiry. Now, having done that, Ms. Dillon was in fact reading his statement and as I understood it was accepting the two lines that he never, that - now as I understood her at that point, I may be wrong --

MR. COONEY: Yes, that is fine, Mr. Chairman. I don't object to that, although I will say this, Mr. Chairman, that this form of examination, and I deliberately leave out the word "cross" for the moment, contrasts extraordinary vividly to the type of examination that Mr. Gogarty got, from other witnesses. I don't mind Ms. Dillon doing this at all, providing she does it in a manner that is fair to the witness and gives him an opportunity to take in the various facts which she incorporates in the question.

CHAIRMAN: Let's not get into the manner in which examinations have been conducted in this building.

MR. COONEY: We won't particularly. Those whose duty it is to cross-examine and others whose duty it is to lead evidence in direct examination.

CHAIRMAN: We are all inquiring into matters, we are inquiring into facts and trying to establish as a matter of probability what happened.

519 Q. MS. DILLON: Again, Mr. Murphy, I mean I wasn't in fact putting a question to you in relation to that, because I felt you had dealt with that in your evidence yesterday. You had already given evidence, as I understand it yesterday, in relation to that matter and I was simply reading it for completeness to go down through the statement. I am sorry if Mr. Cooney was misled. I am sorry if Mr. Cooney objects about my tone, there is not an awful lot I can do about that.

I want to ask you about this trip with your father. Do you have any Visa records or hotel records in relation to that two week

trip you took on the 6th of May, 1988?

A. No.

520 Q. Have you made any effort to inquire from Your visa company or your credit card company whether such records exist?

A. Yes.

521 Q. Do such records exist?

A. No.

522 Q. When did you make these inquiries?

A. I made them on a couple of occasions since the Tribunal was set up. They told me that they don't have any records going back more than six years.

523 Q. Would you have any objection to the Tribunal communicating directly with your credit card company that were in operation at that time?

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MR. COONEY: With respect, Mr. Chairman, this is not a question which should be addressed to a witness. If the Tribunal want documents they should be asked for in the normal way, on notice, to the witness, and he can reply to that on the advice of his lawyers. I am sure you know the reason I didn't object. Ms. Dillon knows this isn't a proper form of examination, Mr. Chairman

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524 Q. MS. DILLON: Do you have any car hire records in relation to that period of time when you were travelling around for two weeks with your father?

A. We didn't hire a car.

525 Q. How did you travel?

A. I had a car at the time.

526 Q. And did you stay in rented accommodation or where did you stay?

A. We stayed, it would depend on where we were. If we were in the Kent area I think we spent a bit of time down there, we would have travelled back to London everyday. In Manchester we would have

stayed in a hotel and maybe I think we might have gone briefly to Gloucester, and we would have stayed in a hotel overnight there.

527 Q. And presumably all those hotels would have records that you were there on those particular periods of time?

A. Well, the particular one in Gloucester, I mean the purpose of going to Gloucester was to close down that company. I can't remember what hotel I stayed in down there at the time.

528 Q. I see.

A. If you are asking me how long certain hotels keep records, I know I went to the Bridge Hotel in Waterford and approached them for the records and they didn't have them.

529 Q. Yes. Do any of your own companies keep records in relation to these visits?

A. Up - I mean expenses up to a certain period, you know.

530 Q. So if you had lodged an expense claim for a hotel, that would be available to you?

A. Not necessarily.

531 Q. I see. Well when we will come on now to deal with the 29th, the 31st of May of 1989 we will finally get to ask you the questions about the document that you have in front of you. This is an invoice dated the 30th of May of 1989. It bears the invoice refers H 37837. It is an invoice from Tara Travel. It is dated the 30th of May of 1989. This is a travel invoice, Mr. Murphy, isn't that correct?

A. Correct.

532 Q. And presumably this is addressed to Murphy Limited. Presumably it is an invoice that was presented for payment to Murphy Limited?

A. Yes.

533 Q. If you had stayed in a hotel in Gloucester or Manchester the invoice would in the normal way have been presented to Murphy Limited also?

A. No, we might have paid cash and then presented for expenses

afterwards.

534 Q. There would be an expenses record in 1989, because this is an 1989 document, sorry, if --

A. Well --

535 Q. If you just let me finish first, Mr. Murphy. This is an expense record for 1989; is that correct?

A. No, it is an invoice.

536 Q. For 1989?

A. For 1989, yes.

537 Q. It is in respect of a flight that you took to Dublin on the 31st of May, 1989?

A. Correct.

538 Q. And you have this record available to you?

A. Yes, that invoice was available, yes.

539 Q. And this invoice, you found this invoice in the offices of Murphy Limited; is that correct?

A. Correct.

540 Q. Therefore in Murphy Limited there is a file dealing with expenses in 1989?

A. No, in Murphy Limited there is a file dealing with Tara Travel invoices, like various different companies, so this would not be in an expense file. This would be in an invoice file.

541 Q. In an invoice file. Insofar as any claim for expenses are made for any persons working on behalf of Murphy Limited, in the normal course they would be vouched expenses such as vouched by an invoice such as this?

A. Correct.

542 Q. And on occasion you might pay cash I think you said, and claim it back?

A. On the odd occasion, yes.

543 Q. And is it your recollection that on your two week travel in early mid May 1988 with your father that you paid cash in respect of any

hotel accommodation?

A. I am not sure.

544 Q. You can't recollect. Are you aware whether there are available any invoices against which expenses were claimed for that period of time in respect of that two week trip?

A. No, I don't think there is.

545 Q. Did you look?

A. Yes.

546 Q. And there aren't any?

A. No.

547 Q. In relation to this particular invoice, if I can take you through it and ask you in relation to the first matter I had asked you earlier on, the TARA 01, is that an accounting number or a number that is used by Murphy Limited Group? Do you see it at the top?

A. It may well be a number used by us, yes.

548 Q. If I can take you to the centre of page where it says "J Murphy - transportation and £158". Beneath that there is a large number written in figures 326289160. Can you help us at all where the origin of that is? Do you see it?

A. That might be a internal filing number or something, I mean I would have to go and see. On the left-hand side there where it says "okay, Mary Reilly". I would have to go and ask her what that actually refers to, I can actually do that for you.

549 Q. Who is Mary Reilly?

A. Mary Reilly is in the Insurance Department, works in the Insurance Department. She files away the Tara Travel documents.

550 Q. Is she in charge of expenses generally?

A. No, no.

551 Q. Just in charge of travel?

A. Yeah, she organises the various travel --

552 Q. If you move further up the page, you see the number 8001103. Do you see that number?

A. I do, yes.

553 Q. Can you assist us at all as to what that number might mean?

A. I can't, but I mean I am sure I can check that pretty quickly.

554 Q. And beside it in type writing or on foot of a stamp of some description there is the numbers 1050534?

A. Um.

555 Q. Can you assist us at all as to what that might mean?

A. No.

556 Q. When you say that Mary Reilly is in charge of the travel file, that Mary Reilly is in charge of the Murphy Limited file with Tara Travel?

A. Correct.

557 Q. And is Tara Travel the travel agent that is normally used by Murphy Limited?

A. Correct.

558 Q. And Miss Reilly obviously has a file being going back to 1989; isn't that correct?

A. Well, she did when I went looking for these in '97, because when I was piecing together my movements I didn't think that I would have to go back into March or April or so on, these were the only two I got at the time.

559 Q. Mr. Gogarty has said that you were in Ireland on a number of occasions dealing with Mr. Reynolds and Mr. Bailey, in May of 1989. Did you check to see whether --

MR. COONEY: What he said, just to be precise about this --

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CHAIRMAN: Certainly.

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MR. COONEY: He said that there were two meetings held shortly before the 8th of June of 1989 at which Mr. Murphy was present together with Mr. Bailey, Mr. Reynolds and Mr. Gogarty. He didn't

say they were in May specifically. He said they could have been in early June and late May.

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MS. DILLON: I accept that.

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MR. COONEY: They were within days of each other and very shortly before the letter of the 8th of June was written by him or received by him from Mr. Bailey.

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560 Q. MS. DILLON: Do you think Miss Reilly has the Tara Travel files in respect of May of 1989?

A. Yeah, there was nothing on it.

561 Q. Did you look at the file?

A. I looked at the file for the months of May and June of 1989 and these are the two documents that I picked up. I think there may have been one other relating to another employee, but they were the two documents I got at the time.

562 Q. Can you --

A. That is the 31st of May.

563 Q. Can you tell us where was this flight from in London?

A. Heathrow.

564 Q. And it was presumably to Dublin, you were going on down to --

A. Waterford.

565 Q. -- Waterford, I beg where your pardon. In relation to the trip to Waterford, I think you hired a car at Dublin Airport; is that correct?

A. Correct.

566 Q. And I think we have an invoice in respect of that --

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CHAIRMAN: Ms. Dillon, our typist, our stenographer is calling it a day at four o'clock --

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MS. DILLON: That is correct.

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CHAIRMAN: -- because she has no assistant. I think we will stop
in the circumstances --

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MS. DILLON: As you wish, Sir.

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CHAIRMAN: -- at this point because it is not fair, she has
already been working all day long. She has no assistant today.
And tomorrow morning you and I have an appointment at 10 o'clock.
And the remainder of the general public and your colleagues at
10:30 here in the hall. Thank you very much.

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THE HEARING WAS THEN ADJOURNED UNTIL THE 1ST OF DECEMBER, 1999.