

12:41:41 1 **THE TRIBUNAL RESUMED AS FOLLOWS ON WEDNESDAY.**

2 **2ND JULY 2008, AT 2:00 P.M:**

3

4 MR. QUINN: Good afternoon, Sir. Mr. John Deane.

14:07:18 5

6 **MR. JOHN DEANE CONTINUED TO BE QUESTIONED BY.**

7 **MR. QUINN AS FOLLOWS:**

8

9 CHAIRMAN: Good afternoon, Mr. Deane.

14:07:21 10 A. Good afternoon.

11 Q. 1 MR. QUINN: Good afternoon, Mr. Deane. Mr. Deane, yesterday we were dealing I

12 think with the period in 1993, isn't that correct? And I think we had dealt

13 with the provision of additional facilities for Barkhill Limited and the

14 acceptance of those by the directors including Mr. Gilmartin, I think in June

14:07:41 15 '93, isn't that correct?

16 A. That's correct.

17 Q. 2 And if I could have 22403, please; this is a Tribunal generated summary of the

18 drawdown on that account which came into existence as a result of those

19 facilities being accepted by Barkhill and I think in July 1993, there was a

14:08:09 20 payment to Riga Limited of 56,956 pounds, isn't that correct? And I think that

21 took account of a series of payments made by Riga on behalf of Barkhill. If we

22 could have for example 9902, we see a cheque dated the 19th of July '96?

23 A. Yes, I see that, yes.

24 Q. 3 And if we revert to 22403; I think included in that 56,956 are monies due to

14:08:46 25 Westside Construction Limited in the sum of 17,300. Ambrose Kelly 30,000,

26 there was a minor sum of 156 to the ESB, 5,000 to Dublin County Council, four

27 and a half thousand, I think in relation to the movement on the itinerants from

28 the site and then I think there was a separate cheque for 2,500 pounds made

29 payable to Mr. Seamus Maguire and we see that cheque at 16217, and unless you

14:09:18 30 require I won't put it on screen, we'll just stick with the item on screen for

14:09:23 1 a moment.

2 A. I don't have an issue.

3 Q. 4 And I think there was a planning application lodged in relation to the site on

4 the 4th of August '93. And that planning application is at 9948. And again,

14:09:34 5 unless you require me to do so, well maybe it's as well to put it on screen.

6 It's on screen now. And this is a planning application in relation to the

7 site, isn't that correct?

8 A. Yes, that's correct.

9 Q. 5 And if we for example look at 10134. This is a document generated by Allied

14:09:57 10 Irish Banks on that No. 3 loan account. And it's a document similar to the one

11 on screen and whereby the Tribunal and prepare by the Tribunal. But again, we

12 see in August '93, further monies were paid to Riga Limited. There was a

13 request for payments at 9984 and 9986 and there was a cheque made payable to

14 Ambrose Kelly on which is at 10009 in the sum of 95,000 pounds. And we see

14:10:28 15 that cheque on screen now, isn't that the position?

16 A. That's correct.

17 Q. 6 Yes. And again, if we revert to 10134. We see that there were further monies

18 paid to Westside Construction, Marine & General and Frank Dunlop & Associates.

19 A. Yes.

14:10:48 20 Q. 7 And the request for the Westside and Marine & General is at 10088. And I think

21 those two figures of, we see there the 1,660 for Westside Construction and

22 2,550 in relation to Marine & General insurance. And again, there is a further

23 sum of 9,310.42 paid to Mr. Frank Dunlop in respect of what is described there

24 as "media communications re planning".

14:11:18 25 A. Yes, I see that.

26 Q. 8 Now, all of these drawdowns, if we could revert again to 10134 please. All of

27 the drawdowns at this time, that is July 1993 onward, are all signed by Mr.

28 O'Callaghan and Mr. Pitcher, both directors of Barkhill but none of the

29 drawdowns appear to have been submitted to Mr. Gilmartin and the last submitted

14:11:42 30 drawdown to Mr. Gilmartin was in early January '93. And we saw that yesterday

- 14:11:47 1 and it doesn't appear to have been signed by him, isn't that the position?
- 2 A. Yes, two directors are entitled to sign drawdown requests and I believe that
- 3 was done.
- 4 Q. 9 And if we go back to or looking again at 10134. In October, I think there was
- 14:12:00 5 a request for additional funds to Westside Construction, ESB, McCabe Plant Hire
- 6 and then a firm of solicitors in England. And I think that request is at
- 7 10226. And if we continue in November '93, Deloitte & Touche and Ambrose Kelly
- 8 are both paid by way of a draft which is made payable to Riga and which is to
- 9 be found at 10338. And then I think the balance of the lands.
- 14:12:30 10 A. Sorry.
- 11 Q. 10 You see that "We enclose herewith our draft" if we could go to 10339. I think
- 12 we have the enclosed draft for 44,213.
- 13 A. Yes, I can see that, thank you.
- 14 Q. 11 We can see the request for that payment at 10337. And again it's signed by Mr.
- 14:12:53 15 O'Callaghan and Mr. Pitcher, isn't that correct?
- 16 A. That's correct.
- 17 Q. 12 And if we revert to 10134, I think on the 10th of December '93 the monies were
- 18 advanced to Mr. Maguire in relation to the purchase of the Council lands and I
- 19 dealt with that a number of days ago. And we see the balance of those monies
- 14:13:10 20 being advanced to Mr. Maguire on the 12th of -- 21st of December '93. Do you
- 21 see "S Maguire stamp duty/fees 64,588" and you see that payment at 10577. And
- 22 I think also forwarded to Mr. Maguire at that time was a sterling draft for
- 23 25,000 pounds to Connell Wilson?
- 24 A. That's correct.
- 14:13:39 25 Q. 13 And Mr.-- the firm Connell Wilson and in particular Mr. Forman, had been of
- 26 assistance to Mr. Gilmartin prior to your involvement.
- 27 A. That's correct.
- 28 Q. 14 And indeed, I think that they had instituted proceedings against Barkhill
- 29 Limited and Mr. Gilmartin had sworn an affidavit in support of their claim?
- 14:14:03 30 A. That's correct.

- 14:14:03 1 Q. 15 We can see their proceedings at 9845; where they sought the recovery of 150,000
2 pounds at 9846.
- 3 A. Yes.
- 4 Q. 16 And I think that there was agreement reached with Connell Wilson and I think
14:14:30 5 you were instrumental in that agreement. And it was agreed that there would be
6 a series of payments over a period to Connell Wilson. In fact, I think you
7 retained the services independently of Mr. Forman in relation to assisting you
8 in finding a suitable development partner or purchaser for Barkhill going
9 forward?
- 14:14:51 10 A. Yes, that's correct. I'm not sure exactly when he was retained but he
11 certainly was retained to look for investors for the scheme.
- 12 Q. 17 And if we look at 10398 there was a meeting on the bank on the 16th of November
13 '93, to discuss judgement proceedings taken and I think there was a copy
14 affidavit setting out the claim of Connell Wilson. And you are recorded as
14:15:18 15 having advised that failing a settlement, once Connell Wilson had obtained
16 judgement you could then apply to the Irish Courts and have their judgement
17 recognised in Ireland. And you were giving advice effectively to the bank and
18 to the other directors of Barkhill Limited?
- 19 A. Yes, that was my view of these proceedings.
- 14:15:36 20 Q. 18 And I think also in or around that time you were in receipt of a claim by
21 Mr. Kieran O'Malley for monies due in respect of his assistance to Mr.
22 Gilmartin. And I think he had made a claim for the recovery of 50,000 pounds?
- 23 A. That's correct.
- 24 Q. 19 You were involved I think with Mr. Forman in the joint efforts to find a
14:16:09 25 development partner in '94, isn't that the position, you met with him in
26 England and either yourself and/or Mr. O'Callaghan met other potential partners
27 with Mr. Forman?
- 28 A. That's correct, I certainly met Mr. Forman on a number of occasions.
- 29 Q. 20 And at 10876, I think you wrote to Mr. Forman on the 29th of March '94. And
14:16:34 30 you dealt in that correspondence with the possible retainer or involvement of

14:16:41 1 his firm on behalf of Barkhill. And I think Mr. Forman himself attended at
2 least one meeting of board meeting of Barkhill where he advised and updated the
3 board on efforts to secure a development partner?

4 A. Yes, I think he came first of all to the board meeting to, as it were, present
14:17:01 5 his credential as to why he should be appointed for that purpose. And I think
6 he may have come a second time afterwards to update the board on progress.

7 Q. 21 Now, if we revert to the -- to 10134 for the moment. We see or we have seen
8 there the payment to Mr. Dunlop in September '93, but immediately ahead of that
9 there is a payment to Marine & General insurance, do you see that?

14:17:36 10 A. Yes, I do.

11 Q. 22 And I think you retained the services of Marine & General Insurance and
12 evidence has been given from Mr. Colm Tyndall who had an association with that
13 company.

14 A. That's correct.

14:17:48 15 Q. 23 In relation to that retainer. Did you know Mr. Tyndall?

16 A. I have met Mr. Tyndall, when exactly I wouldn't be sure but I do know him.

17 Q. 24 Did you know that he was a strong supporter of your proposals in Quarryvale?

18 A. Yes, I did.

19 Q. 25 Were you involved in retaining him and retaining his firm of Marine & General
14:18:09 20 to provide insurance to Quarryvale?

21 A. No, I didn't have any negotiations or discussions with him regarding his
22 retainer.

23 Q. 26 Who would have carried out those discussions and negotiations?

24 A. I believe Mr. O'Callaghan and Mr. Lucey perhaps were the people involved.

14:18:34 25 Q. 27 This appears to be the first payment to Marine & General and that appears to be
26 in September '93?

27 A. I'd have to take your word for that.

28 Q. 28 Now, going forward then. If we could have 10975; this is a further update on
29 the drawdown on that No. 3 loan account. And we have dealt with the payments
14:18:46 30 up to December '93, but if we go forward, I think there were two payments to

- 14:18:50 1 Ambrose Kelly of 35,000 pounds each in January '94 and in February '94.
- 2 A. Yes, I see those.
- 3 Q. 29 And the invoice in relation to the February '94 is at 10738. And would it be
- 4 fair to say that at this time it would appear that Mr. Kelly was invoicing Riga
- 14:19:13 5 Limited for fees due together with VAT on those fees and that the balance so to
- 6 speak, net of VAT was being recouped by Riga from Barkhill?
- 7 A. Yes, I think that's probably the way it was working at that stage.
- 8 Q. 30 And at 10780 we see the mandate in relation to the February '94 payments,
- 9 signed again as I say by Mr. Pitcher and Mr. O'Callaghan.
- 14:19:42 10 A. Yes.
- 11 Q. 31 I think there is also if we revert then to 10975, there are payments to --
- 12 there are further payments to Mr. Ambrose Kelly, there is of 55,786. We see
- 13 the invoice at 11013 and the signed request at 11016 and 17. And there's a
- 14 payment, I think to Deloitte & Touche on the 29th of June '94, in the sum of
- 14:20:16 15 10,558 and we see that cheque payment at 16216. And I think in May '94 there
- 16 were further facilities provided with an arrangement fee of 250,000. And if we
- 17 go back to 10975. We see those facilities being provided together with a
- 18 further 25,000 pounds sterling payment to Connell Wilson on the 15th of July
- 19 '94?
- 14:20:43 20 A. That's correct.
- 21 Q. 32 Now, in addition there were a series of payments to Mr. Frank Dunlop at this
- 22 time. And there is an entry in Mr. Dunlop's diary at 9990 which is dated the
- 23 25th of August 1993. He has an entry "9:30 OOC" and an arrow going to 2:20 and
- 24 then boxed to the right of that he has "discuss fees with OOC and agreed 2,500
- 14:21:19 25 her month until end of December total 10K", do you see that?
- 26 A. Yes, I do.
- 27 Q. 33 Did you know that Mr. O'Callaghan appears to have entered into a retainer type
- 28 arrangement with Mr. Dunlop in 1993, whereby he agreed to pay him 2,500 per
- 29 month until the end of that year?
- 14:21:37 30 A. I knew that Mr. O'Callaghan had discussions and had reached an agreement with

- 14:21:43 1 Mr. Dunlop regarding a retainer.
- 2 Q. 34 Yes. And in fact, I think Mr. Dunlop's retainer by Barkhill/Riga continued
- 3 right on until well into '99 or 2000?
- 4 A. Yes, that's correct.
- 14:21:58 5 Q. 35 And again, the Tribunal has sought to put together the list of payments to Mr.
- 6 Dunlop and if we look at 23323 for the year 1993, we see the various payments
- 7 from Riga to Frank Dunlop & Associates for the year 1993 and they total
- 8 110,238.38 including retainer payments of 3,025 which appear to have been paid
- 9 in December '93 to, one on the 22nd of December and a further on the 22nd of
- 10 December '93 and a third on the 22nd of December '93. And I think also in
- 11 February '93, I think Shefran Limited received a sum of 25,000 pounds from
- 12 Riga, we dealt with that yesterday.
- 13 A. Yes.
- 14 Q. 36 And then there were two payments in '94 which may have related to 1993. And we
- 15 see those at 23324. One on the 14th of February '94 and a further on the 15th
- 16 of April '94 and they total 10,825 pounds.
- 17 A. Yes, I see that.
- 18 Q. 37 And going forward to January 1995 at 11577, I think there was a further revised
- 19 agreement with Mr. Dunlop. And you see an entry in his diary for the 9th of
- 20 January '95, 3 o'clock Owen O'Callaghan and then there is a line down it says
- 21 "agreed 1K per month for January/February/March/April. New arrangement as and
- 22 from 1st of May". That's the 1st of May 95?
- 23 A. Yes, I see that.
- 24 Q. 38 And again, at 23325 we see the payments to Frank Dunlop & Associates in 1995,
- 25 which appear to total 14,148.76 pounds, all of them made by Riga and all of
- 26 them recouped in May '96 in the settlement of the Riga/Barkhill loan account?
- 27 A. Yes.
- 28 Q. 39 And again, were you aware of the revised agreement with Mr. Dunlop and
- 29 Mr. O'Callaghan in January '95?
- 14:24:21 30 A. I remember discussing, a discussion Mr. O'Callaghan told me that he had with

- 14:24:21 1 Mr. Dunlop. Cash at that stage was tight and he sought to have his retainer
2 reduced on a sort of an interim basis.
- 3 Q. 40 Now, in July 1993, I think there were a series of newspaper articles in
4 relation to the disquiet which was developing around Dublin in connection with
14:24:44 5 the review of the Development Plan and there were allegations that councillors
6 were being bribed or paid in relation to the rezoning of the Development Plan.
7 Do you recall those paper clippings and cuttings at the time?
- 8 A. I certainly recall some of the articles, that's correct.
- 9 Q. 41 And you'll recall I think from the brief the fact that there was a Garda
14:25:08 10 investigation into rezoning claims?
- 11 A. Yes.
- 12 Q. 42 At 22650 there is an extract from the Irish Times of the 13th of July 1993,
13 under heading "Gardai to investigate rezoning claims".
- 14 A. Yes, I see that.
- 14:25:25 15 Q. 43 And on the 26th of July '93 at 9921, Mr. Rabbitte wrote to each of the
16 councilors encouraging them to assist the inquiry by -- conducted by Inspector
17 Guiney.
- 18 A. I see that but obviously I wouldn't have been aware --
- 19 Q. 44 His investigation which had been initiated by the Minister for the Environment,
14:25:46 20 Minister Smith, at that time?
- 21 A. Yes, I see that.
- 22 Q. 45 Did you discuss with Mr. O'Callaghan these claims widely reported at this time
23 that there had been the possibility of a bribery of councillors in connection
24 with the rezoning of lands in Dublin?
- 14:26:02 25 A. Yes.
- 26 Q. 46 And in what context did you discuss it with Mr. O'Callaghan?
- 27 A. The concern expressed at the time was that the, there was some suggestion that
28 the Development Plan might be delayed on account of the inquiry. And that was
29 the issue that was concerning us at the time.
- 14:26:21 30 Q. 47 Well did it concern you that maybe monies had been paid in connection with the

14:26:25 1 rezoning of Quarryvale?

2 A. No.

3 Q. 48 Or monies paid to stop the rezoning of Quarryvale?

4 A. No, as far as I was concerned I had no indication whatsoever at that time that

14:26:37 5 any money was paid for any elicited purpose.

6 Q. 49 Well you knew for example by July 1993 or June 1993, that Mr. Councillor Tom

7 Hand was the, had demanded 250,000 of Mr. O'Callaghan?

8 A. Yes, I was aware of that.

9 Q. 50 In connection with his support for Quarryvale?

14:26:56 10 A. I don't think Mr. O'Callaghan took that too seriously at the time.

11 Q. 51 Well you had that knowledge?

12 A. Yes.

13 Q. 52 That at least one councillor had sought money, isn't that correct?

14 A. Yes, that's correct.

14:27:06 15 Q. 53 And you would have known I take it that Mr. Gilmartin was alleging from as far

16 back as 1988, that he had monies demanded of him by a councillor?

17 A. Mr. Gilmartin, I was present at Buswells Hotel on the night that Mr. Gilmartin

18 told Mr. O'Callaghan and in turn told me, that a demand had been made of him.

19 Mr. Gilmartin was asked I believe to sign a Garda statement to that effect and

14:27:35 20 he never pursued it. So again, I didn't, again the weight I have attached to

21 that was when he refused to sign a statement, which I'm afraid were very

22 little.

23 Q. 54 But these were could two indicators that you had in relation to the possibility

24 of monies being demanded by councillors in return for their support?

14:27:55 25 A. Yes but the issue as far as I was concerned was, was this going to effect

26 Quarryvale. I was happy as far as, within my knowledge, there was nothing

27 untoward with the Quarryvale rezoning. And therefore, the only issue of

28 concern at the time was whether or not the Development Plan could be delayed.

29 Q. 55 And you had I think and you knew that you yourselves had given money, and I'm

14:28:18 30 putting it in as neutral as that, to three councillors namely, Councillor

- 14:28:23 1 Lawlor, Mr. Gilbride and Mr. McGrath in the period during the plan was under
2 review?
- 3 A. That's correct and I was satisfied --
- 4 Q. 56 And were you concerned that a Garda inquiry might raise the issue of the
14:28:38 5 receipt by those councillors of monies from you and a developer during that
6 review period?
- 7 A. I had no concern whatsoever because as far as I was concerned they were
8 perfectly legitimate payments and I had no reason to be concerned about them
9 whatsoever.
- 14:28:53 10 Q. 57 And you knew in a Mr. Dunlop knew that at least Councillor Gilbride had
11 received monies from you, isn't that right?
- 12 A. Again, yes, that's correct. But again, as I say, I was not concerned about
13 that as there was nothing untoward about it.
- 14 Q. 58 And was there any discussion, Mr. Deane, between yourself and Mr. O'Callaghan
14:29:12 15 and the bank in relation to your involvement with the councillors and this
16 inquiry going being conducted at this time?
- 17 A. There is certainly as far as I can recall a general discussion with the bank.
18 There was no specific names as far as I can recall ever mentioned and again, I
19 think if we were asked by the bank we would have expressed the same view. That
14:29:43 20 from our perspective there was nothing untoward of anything that we were aware
21 of in connection with Quarryvale and therefore, again, the issue was one of
22 delay more than anything else.
- 23 Q. 59 And when was that matter raised by the bank?
- 24 A. Off the top of my head, I couldn't say.
- 14:29:53 25 Q. 60 Who within the bank raised the issue and when?
- 26 A. I think it was raised at a meeting, at one of our regular meetings, the date of
27 which I just can't recall.
- 28 Q. 61 We know there was a meeting for example on the 28th of July '93 at 9934,
29 between Mr. O'Callaghan, Mr. Chambers and a Mr. McGrath. Now, we have dealt
14:30:13 30 with meetings involving Mr. McGrath yesterday.

- 14:30:16 1 A. Yes.
- 2 Q. 62 On previous days, isn't that right? Did you ever meet with Mr. Chambers?
- 3 A. I think I may have been introduced to him, I'm not sure that I ever had a
- 4 formal meeting with him.
- 14:30:30 5 Q. 63 Who introduced you to him?
- 6 A. It would have been somebody within the bank if I was introduced to him.
- 7 Q. 64 Did you know that Mr. O'Callaghan was meeting with Mr. Chambers and Mr. McGrath
- 8 on the 28th of July '93?
- 9 A. Again, from memory, I can't recall any specific meeting, other than by
- 14:30:46 10 reference to notes which had been furnished to me.
- 11 Q. 65 You agree with me that any meeting with Mr. McGrath was a fairly serious
- 12 meeting with the bank?
- 13 A. In general terms, yes.
- 14 Q. 66 And a meeting with Mr. McGrath and Mr. Chambers would be an even more serious
- 14:31:03 15 meeting with the bank?
- 16 A. Again it depends what the purpose of the meeting was. From time to time we met
- 17 people within the bank on what I would call a semi social basis where they were
- 18 just in, it was more of an introduction type meeting where they inquired
- 19 generally how things were going and you would discuss things in general like
- 14:31:22 20 the economy and things like that rather than specific meetings.
- 21 Q. 67 Would you agree with me, Mr. Deane, that if that meeting took place Mr. Between
- 22 Mr. McGrath, Mr. Chambers and Mr. O'Callaghan it's something you would have
- 23 known about before it happened and certainly after it had taken place?
- 24 A. Yes, more after than necessarily before it.
- 14:31:41 25 Q. 68 And Mr. O'Callaghan would have reported back to you on the meeting and the fact
- 26 that he had met such senior people within the bank.
- 27 A. I think you are putting an emphasis on it that isn't justified I think.
- 28 Q. 69 Well you have no recollection of the meeting or what might have transpired at
- 29 meeting?
- 14:31:56 30 A. It looks as though I wasn't at it so ...

- 14:32:00 1 Q. 70 What I am anxious to establish and I think you agreed with me. That it would
2 be the case, if you didn't know in advance that such a meeting was taken place
3 you would have known that a meeting had taken place obviously?
- 4 A. That's a strong possibility, yes.
- 14:32:14 5 Q. 71 And certainly it can't have been a meeting in connection with the financing of
6 Barkhill, isn't that correct, because those meetings had taken place in January
7 and March and I think a sanction had issued from the bank in June '93 and had
8 been accepted on the 24th of June '93?
- 9 A. No, I think there are different types of meetings that you have with the bank.
14:32:34 10 From time to time, we have been invited to the bank to meet with various senior
11 people. Nothing specific on an agenda, it can be a lunch, just a dinner in the
12 evening. And this happens on a reasonably regular basis. It is a general
13 update on where our business is going, it's a general update on the bank's
14 desire to fund other opportunities and generally to discuss business going
14:32:58 15 forward. These are, as I say, semi social and not specifically related to any
16 particular job.
- 17 Q. 72 By July '93, the bank had advanced additional funds to enable the project, as
18 they saw it at that time, to go forward to planning?
- 19 A. Yes, certainly there were funds advanced to go forward to planning, yes.
- 14:33:19 20 Q. 73 Insofar as the rezoning was concerned. There had been a successful vote in
21 December '92 and a further vote on the Written Statement in early June '93.
- 22 A. I think certainly.
- 23 Q. 74 4th of June '93?
- 24 A. I remember the December vote certainly and --
- 14:33:37 25 Q. 75 I think it would be fair to say that the bank regarded you as a key man and
26 held both yourself and Mr. O'Callaghan in very high esteem at this stage?
- 27 A. Not too sure that that was always the case but certainly we worked hard on this
28 project.
- 29 Q. 76 We know for example at 9839 on the 2nd of July 1993, in a note to the director
14:33:59 30 of Arc Life, Ms. Basquille described you, if you look at the second paragraph

14:34:06 1 where he she gives the background to the requirement for a substantial level of
2 life cover. She says "Owen O'Callaghan has been involved in property
3 development in investment through Riga Limited for many years and plays a key
4 role in the company activities, including obtainment of planning permission for
14:34:23 5 development sites monitoring progress during construction and negotiating terms
6 with tenants/purchasers and joint venture partners". And then she goes on to
7 say "his partner is also considered a key man and the assignment of the life
8 cover of 2 million for both individuals is a requirement of the bank for
9 facilities advanced to Riga".

14:34:42 10 A. Yes, I see that.

11 Q. 77 And indeed, I think after the successful vote in June 1993, the bank wrote to
12 both to yourself and to Mr. O'Callaghan. If I could have 9689 on the 9th of
13 June '93, Mr. Dave McGrath wrote to you "to formally put on record on behalf of
14 the bank their recognition and thanks for the enormous, skill, commitment and
14:35:05 15 drive demonstrated by you in bringing the Quarryvale project to its present
16 state".

17 A. Yes, I see that.

18 Q. 78 And all of this had taken place and the advance had been made in June 1993 and
19 then there was this meeting in or around the date of the publicity surrounding
14:35:24 20 the rezoning of lands in Dublin and the possibility of the bribing of
21 councillors which meeting took place on the 28th of July '93 at 9934. And
22 meeting sadly for which we only have the manuscript note on screen by way of
23 minute or attendance.

24 A. Yes, that could well have been a possible follow-up to the letter that
14:35:49 25 Mr. McGrath wrote where things had been resolved. He was happy with progress
26 and it may well have been as I said just a pure social meeting introducing us
27 to Donal Chambers. At that stage the acrimony between ourselves and the bank
28 had subsided. Relationships obviously had improved quite dramatically. Again,
29 I would say, I don't know but it just seems to me there was no reason to keep a
14:36:12 30 detailed note if it was a more social event.

- 14:36:15 1 Q. 79 Well if we look at for example 10135, which is a memo prepared by Mr. O'Farrell
2 on a meeting on the 16th of September '93, do you see that memo on screen?
- 3 A. Yes, I do.
- 4 Q. 80 That's a memo prepared by Mr. O'Farrell arising out of a lunch he had with you
14:36:33 5 where you brought him up-to-date with a number of issues?
- 6 A. Yes.
- 7 Q. 81 Mr. O'Farrell was prepared to prepare a two-page memo arising out of a luncheon
8 with you?
- 9 A. Yes.
- 14:36:42 10 Q. 82 Mr. Deane, isn't that correct?
- 11 A. That's correct.
- 12 Q. 83 Are you surprised that the bank don't have a more detailed memo of the meeting
13 with Mr. O'Callaghan in July '93, if they have a two-page memo on a luncheon
14 meeting with you?
- 14:37:00 15 A. I'm not because I wasn't at the meeting so I don't know what was discussed.
16 But I know to this day we meet the bank senior people at least, probably once a
17 year for a social get together and I would be astounded if there was a detailed
18 note of that even though we would be with them for three or four hours of an
19 evening. I don't know but I just think if you take over the last few years we
14:37:24 20 have met them regularly senior people within the bank on sort of almost an
21 annual basis. Again, there would have been no reason to keep a note even
22 though a lot of things would be discussed.
- 23 Q. 84 And in that meeting I think you covered such issues as Barkhill and you advised
24 the bank that Mr. O'Callaghan was keeping close touch with the councillors and
14:37:44 25 you remained very confident that there would be no problem in relation to the
26 upcoming confirmation of the rezoning, isn't that the position?
- 27 A. Yes, it had gone through the zoning vote in 1992. There was a meeting I think
28 as you said in June '93 and there was a question of getting, this time I think
29 it was just to get the full Development Plan passed. I think Quarryvale had
14:38:06 30 more or less been resolved in June and this was the formal passing of the

- 14:38:10 1 internal --
- 2 Q. 85 You dealt with the possibility of the anchors and you advised Mr. O'Farrell
- 3 that Marks & Spencers had been over recently, that they had approved the plans
- 4 submitted and they were keen to go with Quarryvale.
- 14:38:25 5 A. That's correct.
- 6 Q. 86 Yes.
- 7 A. They had been interested in Quarryvale for even I think before our time while
- 8 under Mr. Gilmartin was solely there.
- 9 Q. 87 Sorry, apologies, I didn't mean to interrupt you?
- 14:38:36 10 A. I just said that Marks & Spencers were interested in the site even before we
- 11 became involved.
- 12 Q. 88 And you dealt with other Riga developments including North Main Street, Douglas
- 13 shopping centre, Cumberland House, a development you were undertaking in Carlow
- 14 and at 10136, you indicated that "Owen" I think referring to Mr. O'Callaghan
- 14:38:59 15 "had been in discussions with the Taoiseach and the Minister for Finance in
- 16 relation to the national stadium".
- 17 A. I don't believe that is correct.
- 18 Q. 89 You think that Mr. O'Farrell is incorrect when he records in that memo prepared
- 19 following his luncheon meeting with you on the 16th of September '93, that Mr.
- 14:39:19 20 O'Callaghan had been in discussions with the Taoiseach and the Minister for
- 21 Finance in relation to the National Stadium?
- 22 A. I think with the Taoiseach is right. I don't believe he had had discussions
- 23 with the Minister for Finance at that point in time. So I think that's, that
- 24 doesn't represent the situation as precisely as I remember it.
- 14:39:39 25 Q. 90 Yes. Have you had an opportunity to look at that memo, Mr. Deane, as you see
- 26 it in the brief?
- 27 A. Yes.
- 28 Q. 91 I presume you had never seen it. Is there any other amendment you wish to make
- 29 to anything contained in that memo, other than the fact that Mr. O'Farrell is
- 14:39:56 30 mistaken when he records you as having advised him that Mr. O'Callaghan had

- 14:40:01 1 been in discussions with the Minister for Finance in relation to the National
2 Stadium?
- 3 A. All I will say, Chairman, I don't recall that Mr. O'Callaghan had been in
4 discussions with the Minister for Finance at that stage. If I said it and that
14:40:13 5 is an accurate note of what I said, then I think I was incorrect in saying
6 that. Just in relation to, there is a reference there to Cumberland House as
7 well there, isn't there?
- 8 Q. 92 There is yes, it's item no. 4.
- 9 A. If you could just enlarge that, please. That's not the reference I'm looking
14:40:39 10 for sorry.
- 11 Q. 93 Now, in relation to the national Stadium you are recorded as having gone on to
12 say that "it could be that the State would be relation willing to inject a 5
13 million pound an annual subvention to the project on a running costs basis.
14 Based on projections that they believed that the final debt excluding the above
14:40:56 15 subvention could be around 12 million".
- 16 A. Yes.
- 17 Q. 94 "Their strategy remains not to get directly involved in same but if something
18 is going to happen to ensure that they can get some kind of a project
19 management fee or a finders fee out of same." Is that your --
- 14:41:09 20 A. That's correct, that would be similar to Quarryvale where we got Grovenor
21 involved, we got a project management fee. Here in the National Stadium at
22 that stage, I think we were talking to American financiers, Houston Sports and
23 Leisure who actually run and operated, there were germ German architects
24 involved. And the actual land was owned by Merrygrove which was a subsidiary
14:41:32 25 of Barkhill, so when the sale value that came out of that would go back to
26 Barkhill. So we saw that our ongoing situation, that would be a project
27 management role similar to that which we ultimately achieved in Quarryvale.
- 28 Q. 95 Now, Mr. O'Callaghan I think met with the bank in September, later in September
29 on the 29th of September '93, at 10193. And again, Mr. McGrath may have been
14:41:57 30 present at this meeting. You see the manuscript note on the top right hand

- 14:42:03 1 corner present were McGrath and maybe a Mr. Kelleher.
- 2 A. Yes, I see that.
- 3 Q. 96 And I think again there was an update in relation to the rezoning and as we see
- 4 from the bottom an update on the anchors that were likely to take up a position
- 14:42:29 5 within the Quarryvale site.
- 6 A. Yes.
- 7 Q. 97 And I think there was a number of councillors at 10479 on the 4th of December
- 8 '93, wrote to the Minister for Finance seeking or urging that there would be
- 9 designation on the Clondalkin site, isn't that right?
- 14:43:02 10 A. Yes, I see that.
- 11 Q. 98 It says "following the making of our Development Plan in County Dublin the area
- 12 now has a much brighter future. A major shopping development is planned in
- 13 Quarryvale. This development will include an industrial park, a business park
- 14 and leisure facilities. In order to help this project and indeed other
- 14:43:20 15 projects that might come into the area, we are asking for tax designation for
- 16 Clondalkin. This would put the area on the same footing as Tallaght".
- 17 A. Yes.
- 18 Q. 99 And I think some of the people who signed that for example Councillor
- 19 O'Halloran, Councillor McGrath, Councillor Ridge and Councillor Tyndall had all
- 14:43:38 20 signed the motion which the previous December had resulted subject to amendment
- 21 in the rezoning of the Quarryvale site?
- 22 A. That's correct.
- 23 Q. 100 Did you have any input into asking any of the councillors there mentioned in
- 24 making that submission to the Minister for Finance on your behalf?
- 14:43:56 25 A. No, I didn't.
- 26 Q. 101 Did Mr. O'Callaghan to your knowledge have any involvement having the
- 27 Councillors or any of those named councillors in bringing forward that proposal
- 28 or submission of that type?
- 29 A. I don't know.
- 14:44:13 30 Q. 102 At 10647 there is a further meeting with the bank again involving yourself Mr.

14:44:17 1 O'Callaghan, Mr. McGrath, Mr. O'Farrell where you review Riga and the Barkhill
2 position, that's the 11th of January '94.

3 A. Yes.

4 Q. 103 And I think you advise in relation to the Barkhill situation. That "Mr.
14:44:38 5 O'Callaghan was meeting with the County Manager on Thursday and that he had
6 indicated that there would be no difficulty with planning and that they would
7 be going for retention".
8 That's in the fifth paragraph commencing from Thompson/Riga point of view.
9 Just if we look at the very last sentence of that.

14:45:04 10 A. This is in relation to Carlow, is it?

11 Q. 104 Yes.

12 A. Is that right?

13 Q. 105 Was there a company Thompson Holding Limited?

14 A. Yeah, that's Carlow.

14:45:17 15 Q. 106 Is that in Carlow?

16 A. Yep. As you will see from the top of the note, I think if you scroll up a bit.

17 Q. 107 Yes you're quite right it's headed Carlow. So you were developing in Carlow
18 and you had borrowings from Riga in relation to that development, is that the
19 position?

14:45:33 20 A. Yes, that's one of the developments we were undertaking jointly with Thomas
21 Thompson Holdings at the time.

22 Q. 108 And if we look at 10648, I think you had a number of other developments under
23 way at the time including Cumberland House, Prize Bonds House and Athlone.

24 A. Could you just enlarge the top of that there please?

14:45:52 25 Q. 109 Cumberland House is the first one.

26 A. Yes, I just, the fact that Cumberland House -- you will see there that we
27 expect to achieve a loss of 750,000 pounds on the sale of that. You may recall
28 that was the investment we made when we thought Mr. Gilmartin was going to
29 actually pay the full amount of money and due to pressure from the bank to
14:46:17 30 regularise our borrowings we committed to sell that. And you can see there

- 14:46:23 1 that the branch didn't want to loose 750,000 on that.
- 2 Q. 110 One of the other developments mentioned there I think at the bottom of that
- 3 page at 10648 was a development in Athlone?
- 4 A. That's correct.
- 14:46:35 5 Q. 111 Where you were I think a partner and you were seeking designation for that site
- 6 and you were making a submission in relation to it?
- 7 A. Yes, there was a joint venture between the late Thomas Diskin who had a 50 per
- 8 cent interest, Michael Tiernan who had a 25 per cent interest and we'd a 25 per
- 9 cent interest.
- 14:46:53 10 Q. 112 And at 10649, I think you deal with your Quarryvale/Barkhill development and
- 11 Mr. O'Callaghan brought the bank up-to-date on Quarryvale. And I think he
- 12 advised him that he was meeting the planners and that all information would be
- 13 returned within two weeks and that permission would grant at the end of
- 14 February and by March all objections would have been received?
- 14:47:14 15 A. Yes.
- 16 Q. 113 Then it would go to I think you anticipated that it would go to An Bord
- 17 Pleanala and permission would issue?
- 18 A. Yes, generally with big developments like that you can generally anticipate
- 19 that the first planning application rather than subsequent ones will end up
- 14:47:29 20 before the board.
- 21 Q. 114 I think the bank reviewed the facilities for Barkhill in April '94 and at
- 22 10905. And they noted the current position following the issue of planning
- 23 permission. I think planning permission had issued by April '94, but it was
- 24 subject to appeal. An appeal which was ultimately determined in favour of
- 14:47:53 25 Barkhill in September '94?
- 26 A. Yes, I'm not 100 per cent sure of the dates.
- 27 Q. 115 And in May '94, I think Ms. Basquille wrote to you at 10971 and updated you on
- 28 the loan accounts, and we see those at 10972. And we see the three loan
- 29 accounts and the loan including interest on the No. 1 account which had been
- 14:48:16 30 taken out initially by Mr. Gilmartin stood at 13.36 million the No.2 account

- 14:48:23 1 which had interest included up to the 29th of October '93 was at 3.5 million
2 and the No. 3 account which we've been dealing with earlier stood at 1.218
3 million?
- 4 A. That's correct.
- 14:48:34 5 Q. 116 And I think including interest to date I think the Barkhill loan stood with the
6 bank at approximately 18.94 million almost?
- 7 A. That was to the bank, yes.
- 8 Q. 117 Now at 10805, I think Mr. O'Farrell records Mr. O'Callaghan as having advised
9 him that planning permission was ready to issue and would issue before the end
10 of March. And then there would be an appeal but he was absolutely certain that
11 permission would be out by the end of March.
- 12 A. Yes.
- 13 Q. 118 And I think he had a meeting lined up with Marks & Spencers. And then
14 Mr. O'Farrell appears to have raised with Mr. O'Callaghan the issue or the
15 matter of designation. And he has recorded as having told Mr. O'Farrell that
16 he was aware that Blanchardstown had been seeking designation and that he had
17 indicated in political circles that he was not seeking designation for
18 Quarryvale on the basis that same was not forthcoming for Blanchardstown
19 either?
- 14:49:03 20 A. That's correct.
- 21 Q. 119 Believed it was well ahead of Blanchardstown in terms of anchor interest and
22 the introduction of designation to both sites would level the playing pitch and
23 he would lose his advantage?
- 24 A. That's correct.
- 14:49:53 25 Q. 120 He was happy that designation for Blanchardstown was not on the agenda. And
26 was Mr. O'Callaghan there reflecting your knowledge and your views in relation
27 to designation both in relation to Quarryvale and Blanchardstown?
- 28 A. My knowledge would have come from Mr. O'Callaghan.
- 29 Q. 121 Yes.
- 14:50:09 30 A. And I think the next sentence would really indicate Mr. O'Callaghan's view as

14:50:14 1 well, that local authorities would not get rates for ten years if designation
2 was granted and there was a lot of pressure on, particularly from those three
3 local authorities who were now new local authorities have been split up from
4 the old Dublin County Council and they needed the rates and consequently they
14:50:32 5 wouldn't be supportive either of a request for designation.

6 Q. 122 And I think on the 14th of April '94 at 10894, you were present at a meeting
7 with Mr. McGrath and Ms. Basquille at which you were able to advise that
8 planning permission had issued that very day from South Dublin County Council
9 in relation to Barkhill?

14:50:52 10 A. Yes.

11 Q. 123 And you were able to take them through the 40 odd conditions which were
12 attached to the planning and you were in a position to explain?

13 A. If that could just be enlarged, please?

14 Q. 124 The various conditions, it records the following.

14:51:06 15 A. Just the end of it.

16 Q. 125 Sorry at the bottom please. "There are circa 40 conditions to the planning.
17 Most of which are of a minor nature. J Deane talked us through these
18 conditions."

19 A. Yes.

14:51:21 20 Q. 126 And I think if we go forward to September, I think we see the letter from the
21 board to Mr. Ambrose Kelly at 11398 enclosing the permission which is at 11399
22 and succeeding paragraphs. And I think you wrote to Mr. Gilmartin on the 7th
23 of October '94 at 11440. And you were delighted to tell him that the
24 permission had resulted in a contribution, one of the contributions being
14:51:54 25 reduced by 750,000 and you advised him I think that there was further scope for
26 negotiations on one of the conditions.

27 A. Yes, I see that.

28 Q. 127 Now, I am going to come back now, Mr. Deane, with your permission, to deal with
29 a matter which was ongoing from mid 1992 right through to January 1994. And
14:52:23 30 that's the preparation of accounts in relation to Barkhill?

14:52:29 1 A. Yes.

2 Q. 128 And I think that the position was that there was a meeting between Deloitte &
3 Touche and Mr. Eddie Kay on the 15th of May 1992, which we see at 7289 as a
4 result of which Deloitte & Touche were commissioned to prepare -- sorry, that's
14:52:53 5 a letter dated the 19th, but in fact if we go to the next page it refers to a
6 meeting on the 15th. At which I think it was agreed that in consideration of a
7 payment of 5,000 pounds and VAT, Deloitte & Touche would prepare audited
8 accounts for the company Barkhill Limited.

9 A. Yes, I see that.

14:53:19 10 Q. 129 And were you aware that that meeting was taking place and that Deloitte's were
11 being commissioned to carry out an audit of the company?

12 A. I don't believe I was.

13 Q. 130 But presumably at some subsequent time you became aware that that had been --

14 A. Yes, yes, that's certainly correct.

14:53:43 15 Q. 131 That process had been commenced?

16 A. Yes.

17 Q. 132 And I think on the 21st of May at 7297, Allied Irish Banks provided Mr. Fleming
18 with a number of documents including the statements on the No. 1 and No. 2 loan
19 accounts and the utilisation of the subordinated loan account?

14:54:02 20 A. Yes.

21 Q. 133 And we see the subordinated loan account at 7302 and I think together with
22 interest it stood at 1.12 million.

23 A. Yes.

24 Q. 134 And we see included in that the three Shefran payments of 25, 40 and 15?

14:54:23 25 A. Yes.

26 Q. 135 And then I think subsequently Mr. Fleming carried out an exercise within
27 Deloitte & Touche and he wrote to Mr. Gilmartin on letter dated the 17th of
28 June '92 which is at 7481. Where he advised Mr. Gilmartin that he had met with
29 Seamus Maguire and Eddie Kay at AIB Central and obtained copies of
14:54:48 30 documentations relating to transactions and arrangements entered into by

14:54:51 1 Barkhill and he raised a number of issues with Mr. Gilmartin for reply which
2 would have assisted him in preparing his accounts, isn't that correct?

3 A. That's correct.

4 Q. 136 And there was a schedule accompanying that which was at 7489 showed an analysis
14:55:05 5 at appendix one of land costs figures. And at appendix two at 7490, it shows
6 showed an analysis of Tom Gilmartin's loan?

7 A. Yes.

8 Q. 137 Now, that document may in fact have been, although dated the 17th of June '92,
9 if we look at 7480, it may have been faxed through to Mr. Gilmartin on the 18th
14:55:35 10 of June '92.

11 A. Yes, I see that.

12 Q. 138 Now, also on the 18th of June '92, Mr. Fleming received from Mr. Aidan Lucey
13 following a telephone conversation a document headed "Westpark expenses". If
14 we could have 7510. We see the fax to Mr. Lucey of the 18th of June and at
14:55:50 15 7511, we see a document headed "Westpark expenses". And again, the Shefran
16 payments are there referred to, isn't that right?

17 A. Yes.

18 Q. 139 And again, subsequently I think on the 22nd of June '92, at 7551, Mr. Fleming
19 was in a position as audit manager to fax to Mr. Gilmartin a draft set of
14:56:19 20 accounts for Barkhill which were for discussion purposes only.

21 A. Yes.

22 Q. 140 And he advised Mr. Gilmartin that he was proposing to send a copy to
23 O'Callaghan Properties as their review would be required also.

24 A. Yes.

14:56:31 25 Q. 141 And he advised him that the Director's loan account interest calculation was to
26 follow as was a schedule of remaining unresolved matters.

27 A. Yes.

28 Q. 142 And we see the drafts draft accounts at 7552 and if we go forward I think to
29 7559 under the heading "creditors amounts falling due within one year" we see
14:56:55 30 there both Mr. Gilmartin's directors loan account and also the Riga Limited

- 14:57:02 1 account namely the monies owed by Barkhill to Riga.
- 2 A. That's correct.
- 3 Q. 143 And I think a figure there of 1.2 million due by Barkhill to Riga is the same
- 4 as the 1.12 million advised to Mr. Fleming by Allied Irish Banks in the
- 14:57:16 5 schedules supplied on earlier in May, isn't that right?
- 6 A. That would appear to be correct.
- 7 Q. 144 Yes. And I think that very shortly after receipt of that, forwarding of that
- 8 document to Mr. Gilmartin, in fact the very next day at 7575, Mr. Fleming
- 9 provided him with an updated analysis of land costs and also his directors loan
- 14:57:45 10 account which agreed with the draft financial statement faxed on the 22nd. And
- 11 if we look at the accompanying documents at 7576, we see the analysis of the
- 12 land costs figure giving total at 7577 of 13 million pounds, do you see that?
- 13 A. Yes.
- 14 Q. 145 And if we look at 7578 we see at appendix 2, the analysis of Mr. Gilmartin's
- 14:58:16 15 loan and we see that although he had previously been supplied with a draft loan
- 16 analysis, the loan analysis had been changed somewhat by the addition of the
- 17 three Riga payments made in January, sorry in February and March and April '92
- 18 of 26,192, 10,028 and 55,656 being the three Riga payments made by Riga in
- 19 early 1991, isn't that correct?
- 14:58:48 20 A. Yes, I see those.
- 21 Q. 146 And in addition I think Mr. Gilmartin is being advised of two further 10,000
- 22 pounds payments, totalling 20,000 pounds. Which were by way of reimbursement
- 23 to Riga on the 24th of January '92. And they are I think the two payments that
- 24 we dealt with last week.
- 14:59:09 25 A. Yes.
- 26 Q. 147 Payments which we'll describe for the moment as the 10,000 to Mr. Lawlor and
- 27 the 10,000 to Mr. McGrath.
- 28 A. That's correct.
- 29 Q. 148 And in relation to those, I think you heard and read the evidence of Mr. Donagh
- 14:59:25 30 and I don't wish to go back over what we have dealt with, but you know that Mr.

- 14:59:29 1 Donagh says that at least in relation to one of those 10,000 pounds payments he
2 had a recollection of being advised by you that it may have related to costs
3 associated with meetings being organised by community groups etc?
- 4 A. Yes, that's what he said but I disagree with that.
- 14:59:47 5 Q. 149 You disagree with his evidence on that.
- 6 A. Yes.
- 7 Q. 150 And then on the 24th of June '92, at 7609, Mr. Fleming wrote again to Mr.
8 Gilmartin again raising a number of queries on foot of the accounts. And I
9 think a copy of that letter was forwarded to O'Callaghan Properties and to
10 Eddie Kay and we see that at 7614.
- 11 A. Yes, I see that.
- 12 Q. 151 And on the 26th of June '92, at 7647, I think Deloitte & Touche felt it
13 necessary to write to the directors of Barkhill and with a copy to Mr.
14 Gilmartin, Mr. Kay and Mr. O'Callaghan of O'Callaghan Properties advising that
15 because of the standard of book-keeping they would require additional costs
16 associated with preparing the accounts, isn't that correct?
- 17 A. That's correct.
- 18 Q. 152 The second paragraph commences "Arising from the above exercise we have
19 established that the company has no formal books and records. The records
20 which, where they exist, are incomplete and deficient in many respects" isn't
21 that correct?
- 22 A. That's correct, yes.
- 23 Q. 153 And on the 29th of June, I think Mr. Maguire responded to some of the queries
24 raised on the 17th of June and we see that at 7655.
- 15:01:16 25 Now, on the 27th of August '92 at 5978, I think Riga Limited through Barbar &
26 Co. advised Mr. Fleming of the monies outstanding on foot of the loan account
27 between Barkhill and Riga.
- 28 A. Yes.
- 29 Q. 154 And we take as a starting base the 1.12 million which had been included by
15:01:36 30 Mr. Fleming in the draft accounts, a figure which had been provided to him by

15:01:41 1 the bank on the 25th of May, isn't that right?

2 A. Yes.

3 Q. 155 And then he added to that was the 100,000 pounds which is described here as

4 monies loaned to Barkhill to repay Gilmartin. In fact, that was the 100,000

15:01:56 5 pounds paid on foot of the agreement between Mr. Gilmartin and Riga Limited

6 which we dealt with last week and which was entered into on the 13th of

7 September '91.

8 A. That's correct.

9 Q. 156 And in addition I think there was an interest charge which was overstated in

15:02:12 10 the books of Riga. There was a contribution to St Ann tragedy fund and then

11 there was a balance recoverable by Riga per the Riga books of a total of 1.216.

12 A. That's correct.

13 Q. 157 And I think on the 21st of October '92, the Barbar & Company having advised

14 that there would be an additional sum due in relation to travelling costs at

15:02:34 15 26887. That figure fees for travelling costs was fixed at 10,842 and I think

16 in total that made approximately 1.227 million due by Barkhill to Riga per

17 Riga.

18 A. I would have to take your word for that, yes.

19 Q. 158 And in fact, I think when the books, when the accounts came to be signed off on

15:02:58 20 by the directors of Barkhill including Mr. O'Callaghan, who happened to be also

21 a director of Riga Limited, that was the figure for the accounting year end

22 30th of April '92 in the books and records of Barkhill Limited?

23 A. Yes, that's correct.

24 Q. 159 I can give you that figure.

15:03:20 25 A. I think that's correct.

26 Q. 160 And I can give you the accounts to maybe for absolute completeness. The actual

27 accounts for the year ended 30th of April '92 are at 338 and we see the

28 signature of the 27th of January '94 of Mr. O'Callaghan and Mr. Gilmartin at

29 341 and at 347 we see the creditors which include Riga Limited at 1.227 --

15:03:46 30 sorry, 1,227,756 pounds.

- 15:03:52 1 A. Yes, I see that.
- 2 Q. 161 Now, as we saw yesterday and as we've been addressing at the moment, within
3 Riga's books and records, they also did accounts to the year end 30th of April
4 '92 which included that figure. But when they came to do accounts and those
15:04:16 5 accounts were signed off on in October '92. And then when they came to do the
6 next year accounts for the year ended April '93, that figure was reduced by
7 86,309 pounds, I think it was?
- 8 A. Yes, that's correct.
- 9 Q. 162 Which was the 80 Shefran payment plus the balancing 6,309 and then I think for
15:04:38 10 the period 30th of April '94, that figure came back in to the loan account. So
11 it left the books and records of Riga Limited for the year end 30th of April
12 '93. It was in for the period 30th of April '92. It was out of the loan
13 account for the 30th of April '93 but it was back in for the loan account 30th
14 of April '94?
- 15:05:00 15 A. It was, yes, but it was transferred as part of a larger amount out in 1993, I
16 think was the year.
- 17 Q. 163 On the 15th of December '92, at 8784, which would have been two days before the
18 due vote on the Quarryvale rezoning Mr. Fleming wrote to Mr. Lucey with a copy
19 to Mr. Gilmartin, Ms. Basquille, AIB and Owen O'Callaghan.
- 15:05:30 20 A. Yes.
- 21 Q. 164 Setting out a number of queries which he had in relation to the accounts. He
22 also included adjustment which were to take account of the year end postings
23 namely, accruals invoices that had been received by prior to the 30th of April
24 '92 but which had not been paid or which fell to be paid in the following
15:05:50 25 period. If we look at 8786, we see a figure for public relations of 53,098 and
26 I think that would include a Shefran payment of 30,000 pounds. In other words,
27 the invoice in the Shefran payment for 30,000 would have been received prior to
28 the 30th of April '92. And there were two Frank Dunlop payments sought of
29 9,568 and 13,530. And then the directors loan was updated at 8787. And the
15:06:27 30 accrual in relation to the travelling expenses which were updated from the

- 15:06:32 1 previous draft accounts was also included at 10842 on foot of the letter of
2 October '92, isn't that right?
- 3 A. I'm just not that familiar with the accounts to be able to comment on all of
4 those individuals ones. But I think Clare probably dealt with that when she
15:06:48 5 was here.
- 6 Q. 165 Yes. Also included in that letter of the 15th of December '92, at 8792, was a
7 schedule of ten items.
- 8 A. That's correct.
- 9 Q. 166 And you would be familiar with this schedule?
- 15:06:59 10 A. Not at that stage, no.
- 11 Q. 167 Yes. Yes. And included amongst the ten items set out in that schedule were
12 items No. 7, which -- sorry No. 6 which are described as follows. "Three
13 amounts paid to Shefran Limited from the Riga subordinated loan on the
14 following dates: 16th May '91, 25,000; 30th of May '91, 40,000; 13th of June
15:07:26 15 '91, 15,000. And they are the Shefran payments in '91.
- 16 A. That's correct.
- 17 Q. 168 And then at item No. 8 there is reference to two amounts of 10,000 pounds each
18 described as "sundry" in the Riga reimbursement from the AIB No. 2 account on
19 the 24th of January '92, which were apparently paid to Tom Gilmartin 20,000?
- 15:07:46 20 A. That's correct.
- 21 Q. 169 This is information being provided by Mr. Leo Fleming to Mr. Lucey with copies
22 to Mr. Gilmartin, Mr. O'Callaghan and the bank?
- 23 A. That's correct.
- 24 Q. 170 And it's, there are two items, items six and item eight are items included in
15:08:04 25 this schedule being a schedule of payments/transactions for which Deloitte &
26 Touche had received no supporting documentation.
- 27 A. Yes.
- 28 Q. 171 And therefore until those matters were resolved obviously the accounts couldn't
29 be signed off on, isn't that right?
- 15:08:18 30 A. That would appear to be the case, yes.

- 15:08:20 1 Q. 172 And if we go forward into '93, I think the issue of the schedule and the
2 queries raised were responded to, to some extent, by O'Callaghan Properties at
3 9195 on the 8th of February '93, where Mr. Lucey with a copy to you advises
4 Mr. Fleming that he could confirm that the propose the journal numbers 49, 50
15:08:50 5 and 52 all of which related to transactions Riga Limited are correct. That was
6 one of the queries raised in the letter of the 15th of December. And then he
7 gives other confirmations in relation to the other journals. And in relation
8 to the outstanding invoices or supporting documentation "I do not have any
9 further supporting documentation for items 1 to 10, maybe you could check with
15:09:09 10 AIB as they paid out most of these sums".
- 11 A. That's correct.
- 12 Q. 173 And I think there was a board meeting of Barkhill Limited in March 1992, the
13 23rd of March '92. And you would have been at that meeting or the 24th of
14 March I should say. If we could have 9367 please. This is an extract of the
15:09:39 15 minutes of that meeting. And at 9368 I think item No. 7 headed "company
16 matters" the following is recorded "Serious concern was expressed on the
17 question of the completion of the accounts and the filing of the returns in the
18 Companies Office. It was agreed that these matters would be completed at the
19 earliest possible date".
- 15:09:59 20 A. That's correct.
- 21 Q. 174 And on the same date I think Ms. Basquille wrote to you at 9372 and forwarded
22 to you the Barkhill, sorry the Barkhill audit queries which was effectively the
23 letter of the 15th of December '92 and we see that at 9373 and succeeding
24 pages.
- 15:10:27 25 A. That's correct.
- 26 Q. 175 And I think at 9386 on the 25th of March '93, you wrote to Mr. Fleming and you
27 asked him and advised him that you would be obliged if he could let you have a
28 note of any items which were preventing him for completing the audit of the
29 accounts.
- 15:10:43 30 A. That's correct.

- 15:10:44 1 Q. 176 So you had the board meeting which you attended. This issue of the outstanding
2 queries was raised. Ms. Basquille forwarded to December '92 letter to you?
3 A. Yes.
- 4 Q. 177 You wrote on the 25th of March '93 to Mr. Fleming asking him to update you on
15:11:00 5 outstanding queries because obviously that letter had been sent to Mr.
6 Gilmartin and the bank and Seamus Maguire?
7 A. That's correct.
8
- 9 JUDGE FAHERTY: Mr. Quinn, what is that reference, I think the wrong reference
15:11:12 10 is up on screen.
11
- 12 MR. QUINN: 25th March '93 at 9386.
13
- 14 JUDGE FAHERTY: 9386. Thank you.
- 15:11:19 15 Q. 178 MR. QUINN: And I think there was a further board meeting on the 28th of April
16 '93 at 9508. And if we go to 9509 under heading "company matters". The
17 following is recorded "serious concern was expressed on the question of the
18 completion of the accounts and the filing of the returns in the Companies
19 Office. John Deane reported that he had written twice to Leo Fleming for a
15:11:56 20 list of outstanding items. He would continue to pursue this as matter of
21 urgency".
22 A. That's correct.
- 23 Q. 179 So you were taking it upon yourself to ensure that any outstanding matters
24 would be addressed and you had written, as we saw, to Mr. Fleming seeking
15:12:12 25 details from him about outstanding matters?
26 A. That's correct.
- 27 Q. 180 And I think Mr. Fleming wrote to you in that regard at 9535 on the 3rd of May
28 1993.
29 A. That's correct.
- 15:12:25 30 Q. 181 And he listed for you the outstanding matters. And included if we go to 9538

15:12:33 1 he advised you that he had written to Aidan Lucey on the 15th of December
2 setting out what he regarded as the unresolved matters of strict accounting
3 nature. I am attaching to this letter a schedule of payments/transactions for
4 which Deloitte & Touche received no supporting documentation. The transactions
15:12:50 5 recorded in this schedule have been booked in the accounts of Barkhill on the
6 basis of discussions and explanations received from Tom Gilmartin, Aidan Lucey
7 Seamus Maguire and AIB".

8 A. Yes.

9 Q. 182 And he too looked forward to the finalisation of the accounts.

15:13:05 10 A. That's correct.

11 Q. 183 And I think you forwarded that letter of the 3rd of May to Mr. Gilmartin at
12 9550, on the 6th of May '93.

13 A. Yes.

14 Q. 184 And on the 12th of May '93, at 9569, you wrote to Mr. Seamus Maguire I think
15 and you brought his attention to item No. 7 in the attached schedule.

16 A. Yes.

17 Q. 185 And if we look at 9539, item No. 7 refers to a number of Seamus Maguire & Co.
18 invoices and he gives the invoices. And I think you advised Mr. Maguire that
19 these appear to relate to a payment you sought his assistance in dealing with
15:13:55 20 those?

21 A. Yes, that's correct.

22 Q. 186 And on the 16th of June and I think there was a further board meeting of
23 Barkhill Limited and we see the minutes of that meeting at 9738. And if we go
24 to 9739 if we look at the official minutes of that meeting, we see discussion
15:14:20 25 of that letter the 3rd of May '93 from Deloitte & Touche.

26 A. That's correct.

27 Q. 187 And you were at that meeting and you now had the list of unresolved item
28 matters?

29 A. Yes.

15:14:34 30 Q. 188 And you went through them. Now, Mr. Gilmartin wasn't present at that meeting

- 15:14:38 1 in June '93, isn't that right?
- 2 A. I don't think so, no.
- 3 Q. 189 Now, in June 1993, at that meeting, Mr. Deane, we had the following situation:
- 4 We had a query outstanding queries which were preventing the audit being
- 15:15:00 5 completed.
- 6 A. Yes.
- 7 Q. 190 Included amongst the outstanding unresolved matters were items one to ten which
- 8 were items in respect of which there had been either payments of transactions
- 9 for which Deloitte & Touche had received no supporting documentation.
- 15:15:13 10 A. That's correct.
- 11 Q. 191 And they were seeking that documentation.
- 12 A. That's correct.
- 13 Q. 192 And two of those ten items related to either the Shefran payments or the two
- 14 10,000 pounds payments.
- 15:15:24 15 A. Yes, two of them, yes, that's correct.
- 16 Q. 193 And at 9539, and we know from the Allied Irish Banks memo of that meeting which
- 17 is at 9746, and if we look at 9749, we know has recorded in the official
- 18 minutes of the meeting there was a discussion of the letter of the 3rd of June
- 19 --
- 15:15:55 20 A. Yes.
- 21 Q. 194 -- and the matters were reviewed, isn't that correct?
- 22 A. Yes.
- 23 Q. 195 And the first item for example that appears to have been agreed at that meeting
- 24 on the 3rd of May was the directors loan account to Mr. Gilmartin.
- 15:16:06 25 A. That's correct.
- 26 Q. 196 And if we go to 9750, in relation to the matters raised in the schedule item
- 27 No. 9, there records that the schedule of the claims and transactions was
- 28 noted.
- 29 A. Yes.
- 15:16:18 30 Q. 197 Now, if we go back to 9539, please. We know that this schedule is discussed

- 15:16:29 1 and considered and noted at that meeting in June '93?
- 2 A. That's correct.
- 3 Q. 198 We know that you had been seeking information from Mr. Gilmartin and
- 4 Mr. Maguire in relation to the schedule?
- 15:16:40 5 A. That's correct.
- 6 Q. 199 And presumably, you had also sought information from the bank and from Mr.
- 7 O'Callaghan and possibly Mr. Lucey in relation to the schedule?
- 8 A. Yes, I imagine that would be right.
- 9 Q. 200 And obviously, you had information yourself in relation to the schedule?
- 15:16:53 10 A. I'm not sure I had any information directly myself.
- 11 Q. 201 Well in relation to for example item No. 8 two 10,000 pounds sundry payments
- 12 you had known by June '93 that in fact these were not payments to Mr.
- 13 Gilmartin, that they had in fact been payments to Councillor Lawlor and
- 14 Councillor McGrath.
- 15:17:11 15 A. Again, I wasn't as I said before involved in the day-to-day operations of the
- 16 accounts. I don't believe at that point in time that I had correlated those
- 17 payments to those two items. And again, they were, when it was put in the note
- 18 as being apparently paid to Tom Gilmartin, I don't think I'd have looked at it
- 19 further at that point in time.
- 15:17:33 20 Q. 202 I thought that you had indicated that as far as back as January '92, when these
- 21 payments were being dealt with, that you would have known in or around that
- 22 time that the payments had been made to Mr. McGrath and Mr. Lawlor?
- 23 A. The point I am making is yes, I did know shortly after those payments were made
- 24 to Mr. McGrath and who was the other one sorry?
- 15:17:54 25 Q. 203 Mr. Lawlor.
- 26 A. Mr. Lawlor, I was certainly aware that payments had been made to them. I am
- 27 saying I didn't at this point link those two payments to these two items.
- 28 Q. 204 Did anybody link these two payments or these two items to those payments?
- 29 A. Not as far as I'm aware.
- 15:18:13 30 Q. 205 Was Mr. O'Callaghan involved in, at the meeting in June '93?

- 15:18:20 1 A. From recollection of the minutes, I think he was.
- 2 Q. 206 Yes. And had you discussed the matter with Mr. O'Callaghan in advance of that
3 meeting? You had written after all to Mr. Gilmartin and to Mr. Maguire. Had
4 you discussed the matter with Mr. O'Callaghan and Mr. Lucey?
- 15:18:34 5 A. I don't believe I actually had a discussion with them, again I think looking at
6 the file I cannot actually put the whole sequence of events together in a sort
7 of cohesive way because when I wrote to Mr. Seamus Maguire asking him for his
8 invoices I didn't ask him for item No. 1 which would have been related. So I
9 don't know why I chose item 7 and not item 1.
- 15:18:58 10
11 And again, I think I wrote to the bank and I asked them to deal with the
12 something in the letter but I didn't ask them to deal with items No. 2 which I
13 think related to them. So I just cannot see from the file how the sequence of
14 events went.
- 15:19:12 15 Q. 207 What about the three Shefran payments? Presumably, you knew that these
16 payments had been made to Mr. Dunlop or to Shefran Limited?
- 17 A. Yes, I believe that on, that I would have asked either Mr. O'Callaghan or Mr.
18 Lucey in connection with those. Again, they would have been information that I
19 would have had readily available to me.
- 15:19:34 20 Q. 208 I understood that again you knew as far as back as 1991, that Shefran had
21 received those payments totalling 80,000 pounds?
- 22 A. Oh, yes I mean I knew Shefran had been paid money. The question is I didn't
23 have any documentation in my office in the South Small relating to that because
24 the documentation wasn't kept there, in relation to any of the internal
15:19:58 25 payments made by Riga or any of the cheque books or any of the bank accounts
26 were not kept there.
- 27 Q. 209 Would you be familiar, Mr. Deane, from your association with Mr. O'Callaghan,
28 with Mr. O'Callaghan's handwriting?
- 29 A. Yes, I would be pretty familiar with it, yes.
- 15:20:14 30 Q. 210 Would it be fair to say that from time to time Mr. O'Callaghan would have let

- 15:20:19 1 notes for you in his own handwriting?
- 2 A. That's certainly correct.
- 3 Q. 211 Could you look at 9539 if I could have the full page and tell the Tribunal if
- 4 the handwriting on that page is handwriting that you recognise?
- 15:20:34 5 A. Some of it seems to be Mr. O'Callaghan's some of it I'm not sure it's his at
- 6 all.
- 7 Q. 212 Is there any of it your handwriting?
- 8 A. No, I don't believe so.
- 9 Q. 213 Well do you see the handwriting opposite the three dates 16th of May '91, 30th
- 15:20:48 10 of May '91 and 13th of June '91?
- 11 A. Yes.
- 12 Q. 214 Is that Mr. O'Callaghan's writing?
- 13 A. There are two marks there or two sort of notations one on the left with the
- 14 figures and one on the right of the figures. The one on the left of the
- 15:21:04 15 figures I believe could well be Mr. O'Callaghan's, although his script is
- 16 usually not as neat as that, shall I put it. The one on the right of it
- 17 doesn't look like his. For example I would be happy that the very top is his.
- 18 Q. 215 Can you assist the Tribunal in deciphering what's written to the left and right
- 19 of the figures?
- 15:21:24 20 A. Well I've seen other or suggested what it is, yes. That it's no invoice, June
- 21 elections is what it is being stated as.
- 22 Q. 216 To the left?
- 23 A. Yes.
- 24 Q. 217 What about to the right?
- 15:21:36 25 A. I believe it's being stated, I can't see it that well on the document, that it
- 26 says no invoice.
- 27 Q. 218 Now, you were at this meeting in June '92 and you might very well have
- 28 discussed the contents of this document with Mr. O'Callaghan and in advance of
- 29 that meeting, isn't that correct?
- 15:21:51 30 A. Again, I don't actually think I did discuss it with him in advance of the

- 15:21:55 1 meeting. And neither the minutes nor the bank record of that help me to
2 understand the sequence of events again.
- 3 Q. 219 Well as best I can trying to bring you to a situation, Mr. Deane, where you
4 have arrived at this meeting on the 16th of June as the person who is taking
15:22:14 5 the responsibility for trying to assist Mr. Fleming in finalising his audit and
6 to resolve his outstanding issues?
- 7 A. That's certainly correct I took it upon myself to try and chase this down.
- 8 Q. 220 And it would appear that someone has written on this document. I'm not saying
9 it was written at that meeting. The fact that these payments appear to have
15:22:33 10 been for the June election and that there were no invoices.
- 11 A. I mean certainly that's what it seems to say. "No invoices June election".
- 12 Q. 221 Well did anybody say at that meeting in June 1993 that there were no invoices
13 in relation to the Shefran payments.
- 14 A. I don't believe that to be that anybody said that and nor did anybody say to me
15:22:53 15 ever that there were no invoices for those.
- 16 Q. 222 You have given evidence, I think that you never saw invoices?
- 17 A. Certainly, that's correct. Certainly I didn't see any invoices at the time,
18 much less copies of the invoices in the brief but certainly I didn't, no more
19 than I saw any other invoice relating to O'Callaghan Properties.
- 15:23:21 20 Q. 223 Now, a moment ago, Mr. Deane, I took you through a sequence of events which
21 showed that the draft accounts included by way of the loan from Barkhill to
22 Riga being the monies Riga paid on behalf of Barkhill, commenced with a letter
23 from the bank to Mr. Fleming showing a balance outstanding on that loan account
24 in May '92 at 1.12 million and we see that at 7302. That's the utilisation of
15:23:56 25 the subordinated 1 million loan account as it forwarded to Mr. Fleming by the
26 bank with a letter of the 21st of May '92 and that letter is at 7297.
- 27 A. Yes, I see the balance, yes.
- 28 Q. 224 And then we saw and I think I showed you that on the draft accounts of the 22nd
29 of June '92 which was, which were forwarded to Mr. Gilmartin and indeed to
15:24:17 30 O'Callaghan Properties at 7551, the draft accounts are at 7552. That the

- 15:24:23 1 figure entered under creditors at 7559 in respect of the amounts owed to Riga
2 Limited was that 1.12 million. Do you see that?
- 3 A. Yes, I see that, yes.
- 4 Q. 225 And then I advised that you subsequently on the 27th of August '92, that Barbar
15:24:40 5 & Co, who were the auditors to Riga, wrote to there Fleming on the 27th of
6 August as I say at 5978 and advised Mr. Fleming that it was a sum of 1.216
7 million which was the 1.12 million plus the add-ons but that that wouldn't
8 necessarily be the final figure because there would be a sum due in respect of
9 travelling costs?
- 15:25:02 10 A. Yes, I see that, yes.
- 11 Q. 226 And that figure for travelling costs I think was advised on the 21st of October
12 '92 at 26887, in the sum of 10,842 pounds.
- 13 A. Yes.
- 14 Q. 227 And I think I dealt with the letter of the 15th of December which updated the
15:25:18 15 draft accounts and I showed you the schedule accompanying that letter which
16 showed the calculation done in relation to that travelling expense and how the
17 creditor Riga Limited would have to have its balance updated to take account of
18 that?
- 19 A. Yes, again ...
- 15:25:37 20 Q. 228 I can take you back just for completeness. It might be just as well that I
21 did.
- 22 A. Accounts aren't necessarily my strong points, so I'm in difficulty tracking
23 this.
- 24 Q. 229 Sorry. The letter 15th of December '92 at 8784, and the accompanying schedule
15:25:57 25 if we look at 8787 Barkhill Limited it says "proposed journals to adjust draft
26 accounts for the period ended 30th of April '92". You see item No. 50.
27 "Sundries." 10842. Do you see that?
- 28 A. Yes, I see that, yes.
- 29 Q. 230 And that's travelling expenses?
- 15:26:15 30 A. Correct.

- 15:26:15 1 Q. 231 And then the final accounts which are signed off on and which are at 3338 for
2 the period ended 30th of April '92 and which are signed off on on the 27th of
3 January '94, at 341, show the balance outstanding at 347 to Riga Limited as
4 1,227,756.
- 15:26:45 5 A. So that's the 1216, is it, with the adjustments?
- 6 Q. 232 Plus the adjustment in relation to the travelling costs.
- 7 A. That's correct, yes.
- 8 Q. 233 So throughout as far as Barkhill is concerned, and based on information
9 supplied initially by the bank but updated by the auditors to Riga in August
10 and October '92 and signed off on by the directors of Barkhill throughout
11 within the books of Barkhill Riga is owed 1.227 million?
- 12 A. Yes, that would appear to be the case, yes.
- 13 Q. 234 However, within Riga I suggest to you that for the year period ended the 30th
14 of April '92. Now, we're now dealing with the Riga accounts. And we see those
15:27:26 15 accounts at 615. And as I say, the accounts for the year ended the 30th of
16 April '92 are at 617 signed off on, on the 23rd of October '92. And at 620
17 they the balance sheet gives a figure for debtors under "current assets" of
18 3.102 million. And item 10 at 626 clarifies that amount and it gives a figure
19 in relation to related companies for the period '92 of 1,234,852 and you will
15:28:21 20 have to accept it from my at the moment that within that is the 1.227.
- 21 A. That seems to make sense to me anyway.
- 22 Q. 235 And when we're dealing with the figure 1.227 the significance of that figure
23 just to keep it as simple as possible, it includes the 80 Shefran payment made
24 on its behalf.
- 15:28:40 25 A. The three Shefran payments.
- 26 Q. 236 Of 80,000.
- 27 A. Now, I understand, yes, yes.
- 28 Q. 237 However, when we come to look at the accounts of Riga Limited for the 30th of
29 April '93 at 600, page 600, which are signed off on, on the 25th of January
15:28:58 30 '94, which is at page 602. And we look at the debtors which is at 605. And we

15:29:16 1 look at the note 10 to that those debtors at 611. We see a difference between
2 the '92 and '93 accounts and I can in detail, as I did yesterday, go through
3 the working papers within Riga as worked on by Ms. Cowhig which shows the
4 transfer of that 80,000 to an entity entitled work in progress Stadium.

15:29:50 5
6 And if you want me to do it, I will do so. But if you prefer, you can take it
7 from me that of the monies owed within the books and records of Riga Limited
8 from Barkhill that the balance was reduced by 80,000 pounds, 86,000 in fact to
9 take and was transferred into initially professional fees and then into a work
10 in progress and added to the capital of Riga for that year ended April '93?

11 A. I think that related. That is 1993 and I think there were a lot of expenses
12 incurred on behalf of Barkhill during that year both relating to Stadium and in
13 relation to Quarryvale. And I think there was a discussion if I have the right
14 year, between myself and Clare Cowhig about those at the year end or after the
15:30:39 15 year end when she was doing the accounts and the 80; 86,309 with certainly part
16 of that discussion but it wasn't the sole element of that discussion I think,
17 this has to be put in context. It can just not be taken in isolation.

18 Q. 238 If we look at the, if I could have perhaps page 8910, please. 8910. You think
19 your discussion with Ms. Basquille occurred sometime after year end which would
15:31:19 20 be April '93?

21 A. Sorry.

22 Q. 239 And before the accounts were prepared. 8910. Sorry.

23 A. You said my discussion with Ms Basquille occurred?

24 Q. 240 After year end?

15:31:37 25 A. Ms. Cowhig.

26

27 JUDGE FAHERTY: Ms. Cowhig.

28 Q. 241 MR. QUINN: Sorry Ms. Cowhig I should say.

29 A. After April '93? If the accounts are to the year end '93 my discussions would
15:31:47 30 have happened with her after the year end.

- 15:31:49 1 Q. 242 Yes. Which would be after April '93?
- 2 A. Yes, it would.
- 3 Q. 243 If we look at the document on screen I am going to suggest to you that it shows
- 4 the movement of this 86,000 pounds out of the nominal account Barkhill loan
- 15:32:00 5 account. If you look at the bottom, do you see item 735 Barkhill loan? This
- 6 is her working papers, Mr. Deane. And you will see that it's done and it's a
- 7 report produced on the 8th of June '93, do you see in a just at the very top of
- 8 your page do you see report produced on the 8th of June '93 at 2:53:07?
- 9 A. Yes, I see that.
- 15:32:30 10 Q. 244 So what has happened, what we are looking at is Ms. Cowhig giving effect to
- 11 something, an instruction given by you somewhere between the 1st of May '93 and
- 12 the 8th of June '93, isn't that correct?
- 13 A. That would appear to be correct from that, yes.
- 14 Q. 245 And we see what she is effectively doing. If you look at the at item 474 at
- 15:32:52 15 the very bottom, do you see a transfer out of that account of a sum of
- 16 86,309.29? It's highlighted.
- 17 A. Yes. I see.
- 18 Q. 246 From the professional fees. And it goes into professional fees. If we look at
- 19 8911, very bottom there is a reference to a nominal account 270 professional
- 15:33:15 20 fees, do you see that? It's just underneath the planning fees of 20,000?
- 21 A. Yes.
- 22 Q. 247 And if we go to the next page at 8912. We see the professional fees receiving
- 23 in the 86,309.29 under the heading professional fees?
- 24 A. Yes along with all of the other uns ones.
- 15:33:38 25 Q. 248 Yes, all of those others had come to, including that 86 come to a total
- 26 402,332.58?
- 27 A. 405.
- 28 Q. 249 Sorry 405, which together with the 20,000 pounds planning fees if you go to the
- 29 next one, find themselves in a Stadium work from progress account. Do you see
- 15:33:59 30 that total of 425,332. They are effectively coming and being capitalised

15:34:07 1 within the books of Riga, isn't that correct? And we see that to the balance
2 sheet of Riga?

3 A. Yes. Certainly taken as an asset.

4 Q. 250 If we look at 8914 they are being taken out of the establishment expenses on
15:34:20 5 the bottom left-hand side you see the planning fees of 20 and professional fees
6 of 405332 and they are being transferred from the establishment expenses to the
7 work in progress Stadium, a total of 425,332. And if we go to 8913 we see
8 nominal account 705 work in progress Stadium and you see the 425332 there?

9 A. Yes.

15:34:48 10 Q. 251 And if we go to?

11 A. I'm just assuming that's a proper accounting way of doing the exercise. Again,
12 you asked me questions about something I know absolutely nothing about. And in
13 fairness, I think you had Clare here very recently dealing with all of these
14 issues and I am struggling with these answers.

15:35:06 15 Q. 252 If we go to 8915, under the current assets we see the credit and the 425532
16 there the second item there, do you see that?

17 A. Yes, I do.

18 Q. 253 And I suggest to you that the effect of all of that, Mr. Deane, was to take
19 that 80,000 out of the loan account between Barkhill and Riga and to transfer
15:35:27 20 it into an entity of initially professional fees which itself was transferred
21 together with planning fees into Stadium work in progress which was added to
22 the capital value of Riga Limited. And if we go to the accounts of Riga
23 Limited for that year ended April '93?

24 A. Sorry, I don't see the issue with this.

15:35:50 25 Q. 254 Just bear with me and I'll explain where I'm coming to in a moment, Mr. Deane.
26 If we go to 8917, we see item 11 which arises on foot of the current assets at
27 8916. Which are divided between debtors, properties held for resale and
28 development cash at bank and if we take the second item, properties held for
29 resale and development. And if we revert now to 8917 which is note, although
15:36:19 30 it appears there as note one in fact it's note 11. And it gives the following

15:36:24 1 "properties held for resale and development. It says included here is an
2 amount of 425,332 which represents monies invested in the project known as the
3 Stadium. At this early stage of the project the directors are confident having
4 had at feasibility study completed that the project will realise an amount in
15:36:43 5 excess of that which is stated in the balance sheet".

6 A. Yes, that's correct.

7 Q. 255 Now, the minutae of what I just brought you through, Mr. Deane, I suggest to
8 you establishes the following. That Riga within its accounts for year ended
9 April '92, regarded that 80,000 pounds paid to Shefran in 1991 after year end
15:37:06 10 April '91, as being owed to it by Barkhill and was included as such in its
11 balance sheet as monies owed to it, as parts of the monies owed to it by
12 Barkhill.

13 A. Yes, that's correct.

14 Q. 256 And that was signed off on by Riga and directors and including Mr. O'Callaghan
15 in October '92?

15:37:23 15

16 A. If you say, I'm sure that's right.

17 Q. 257 In August and again in October '92, Riga's auditors Barbar & Co. certified to
18 the auditors of Barkhill Limited that that money was owed to it.

19 A. As at the year end, yes.

15:37:41 20 Q. 258 Yes. That when it came to preparing the accounts for year end April '93, that
21 sometime between the 1st of May '93 and the 8th of June '93, that position
22 changed within Riga?

23 A. In relation to something like 400,000 odd pounds.

24 Q. 259 Which included that 80,000, isn't that correct?

15:38:05 25 A. I don't think they can be separated.

26 Q. 260 Just bear with me, Mr. Deane, now for a moment. That position changed within
27 Riga?

28 A. Yes.

29 Q. 261 Now, when we come to the following year, which is April the year end April '94.
15:38:20 30 The position is reversed and that 80 goes back in to the loan account of

15:38:27 1 Barkhill.

2 A. Yes.

3 Q. 262 You are in a position that in June 1993, where you have taken responsibility
4 for resolving outstanding audit matters, isn't that right, audit queries for
15:38:45 5 Barkhill Limited?

6 A. I think I started that process in March '93.

7 Q. 263 March '93.

8 A. Yes.

9 Q. 264 And by June '93 you have a letter of May'93 which includes a schedule which was
15:39:00 10 already forwarded to you at and to when I say you to Riga in December '92,
11 which raises as an issue or as an unresolved issue for the auditors of Barkhill
12 Limited, payments including those 80 payments of which there was no supporting
13 documentation?

14 A. Yes, that was the schedule, yes.

15:39:19 15 Q. 265 So sitting down to that meeting on the 16th of June '93, which is eight days
16 after that trial balance was prepared, one of the outstanding issues for
17 Barkhill Limited's auditors was the outstanding invoices for Shefran?

18 A. Yes.

19 Q. 266 Now, that would not be an issue for the auditors of Barkhill Limited, I suggest
15:39:42 20 to you, but for the fact that it was monies which it was alleged was owed by
21 Barkhill to Riga Limited. In other words --

22 A. That would be correct yes.

23 Q. 267 In other words, if Riga Limited was to make the claim that these monies were
24 not owed to it be Barkhill but in fact related to work in progress within
15:40:03 25 Barkhill for the project known as the Stadium. It would have nothing
26 whatsoever to do what with Barkhill or indeed Barkhill's auditors.

27 A. That is correct.

28 Q. 268 And therefore it's not a query that Barkhill or Barkhill's auditors would have
29 an interest in, isn't that the position?

15:40:16 30 A. That's correct, yes. It's not on the loan account.

- 15:40:19 1 Q. 269 And we know that there is at 9539, in somebody's hand a reference to the fact
2 that those Shefran payments were for the June election and that there were no
3 invoices in existence for them, isn't that correct?
- 4 A. I'd query whether there were no invoices but that's what that says, yes.
- 15:40:39 5 Q. 270 And you certainly had never seen any invoices for them?
- 6 A. That's correct.
- 7 Q. 271 And by June '93, Deloitte & Touche hadn't seen any invoices for them?
- 8 A. That's correct.
- 9 Q. 272 And the bank AIB hadn't seen invoices for these payments?
- 15:40:50 10 A. I believe not, yes.
- 11 Q. 273 However, that problem would have been resolved I suggest to new June '93, if
12 Riga were no longer to maintain that these were monies owed to it by Barkhill
13 but in fact were monies expended on the Stadium project, isn't that correct?
- 14 A. No, I think you are getting, I may be misunderstanding the question. They were
15 not taken out in the year in Barkhill's books in the year to April 1992.
16 Therefore they were subject to the auditor's scrutiny for that year and even to
17 try and follow your theory, which I disagree with, that this was all a
18 concoction to get it out of the Barkhill books. It was in the Barkhill books
19 for the year 30th of April 1992 signed off by the auditors.
- 15:41:13 20 Q. 274 In January '94 after they had come back in to the year ended --
21
22 MR. LUCEY: Perhaps he might be allowed to answer the question --
- 23 A. The point I am trying to make. I think with respect you have this incorrect.
24 As at the year end, and it's irrelevant when, for this purpose, the accounts
15:41:53 25 were signed off. As of the 30th of April 1992, Riga claimed, amongst other
26 things, to be owed that Shefran money, if you want to call it that. And it was
27 included in the Riga books and it was included in the Barkhill books for the
28 year ended 30th of April 1992. So for those accounts to have been signed off,
29 which they were, by the auditors and by the directors, that 80,000 to Shefran
15:42:20 30 was subject to the scrutiny of the auditors. It was not taken away from their

- 15:42:34 1 scrutiny. It was not taken away from their scrutiny. It was left there and
2 ultimately passed by the auditors and signed off. So there is no question,
3 good, bad or indifferent of this being taken tout avoid scrutiny. That simply
4 I'm afraid doesn't wash.
- 15:42:42 5 Q. 275 MR. QUINN: Just dealing with this period, Mr. Deane, between early '93 and
6 June '93. I think you agreed with me in December '92 Mr. Gilmartin, it would
7 appear, had threatened to go to the newspapers and that had provoked the
8 reaction of the bank sending over two senior executives to meet with him in
9 London, isn't that correct?
- 15:43:06 10 A. Sorry, I don't think I agreed I knew about it. I think you put it to me it was
11 in bank memo and I think I agreed that's what the bank memo says.
- 12 Q. 276 But do you now accept that that appears to be the position?
- 13 A. I am just arguing, telling you that I didn't know that that was happening.
- 14 Q. 277 And we also have the position, Mr. Deane, that in early 1993, February '93, I
15 think it is, Mr. Gilmartin was given a list of all the payments made on the
16 Barkhill account including the Shefran payments and the Frank Dunlop payments?
- 17 A. Yes, I think that's right.
- 18 Q. 278 And included with that request was the request that he would sign a drawdown on
19 the Barkhill account No. 2 account for payments?
- 15:43:47 20 A. Just to make sure could I just have a look at the list that we're talking about
21 now?
- 22 Q. 279 9163, please.
- 23 A. Because I'm getting confused.
- 24 Q. 280 And if we just go forward to the next one, 9165. There we are. There is the
15:44:02 25 request that he sign a drawdown for two payments to Mr. Dunlop.
- 26 A. Yes, I see that.
- 27 Q. 281 And he doesn't appear to have signed that. We certainly haven't received any
28 signed copy of that mandate by Mr. Gilmartin.
- 29 A. Well I'm sorry I can't help you with that.
- 15:44:19 30 Q. 282 And we know that going forward in relation to the facility which was introduced

- 15:44:23 1 in May 1993 and thereafter, that the drawdowns appeared to have been signed by
2 Mr. Maguire -- sorry, Mr. O'Callaghan and Mr. Pitcher.
- 3 A. Yes, two directors, in accordance with the bank mandate.
- 4 Q. 283 And we know from evidence received here, Mr. Deane, that Mr. Gilmartin was
15:44:41 5 ringing the bank in March '93 and was raising what were referred to as "old
6 issues" that he had raised with the bank in the past. In other words, he was
7 complaining to the bank and to Ms. Basquille?
- 8 A. I think Mr. Gilmartin complained on a regular basis, yes.
- 9 Q. 284 And we know that Mr. Gilmartin had raised complaints about monies being paid to
15:45:13 10 Mr. Shefran and to Mr. Dunlop, isn't that right?
- 11 A. As far as I'm aware he signed off on those payments.
- 12 Q. 285 He signed off on two payments I think in October 1992, which had been made I
13 think the previous April and a second one the previous June.
- 14 A. But he also signed off the accounts I think and within the accounts were all
15:45:40 15 those Shefran payments --
- 16 Q. 286 And also within the accounts that he signed off on were the two 10,000 pounds
17 payments to Mr. Lawlor and Mr. McGrath, isn't that correct?
- 18 A. Yes.
- 19 Q. 287 And he signed off on those on the basis that they had been paid to him and his
15:45:52 20 loan account had been reduced by the payments?
- 21 A. Yes but again he signed off on those, he had the opportunity to consider them.
22 He got lists of items from Deloitte's and by what we saw today, he seems to have
23 written back agreeing with them. So I can't put it any further than that. He
24 agreed with these. And yes, he used to complain regularly.
- 15:46:14 25 Q. 288 Yes. And evidence given here, Mr. Deane, by Mr. Gilmartin has been to the
26 effect that he complained and I don't want to be provocative but he complained
27 that yourself and Mr. O'Callaghan were "a pair of gangsters" isn't that
28 correct? You've seen that evidence?
- 29 A. I certainly have indeed.
- 15:46:35 30 Q. 289 And he did he ever make that complaint in your presence prior to giving

15:46:38 1 evidence to this Tribunal?

2 A. No he did not.

3 Q. 290 Were you aware that he was making that complaint about yourself and Mr.
4 O'Callaghan?

15:46:44 5 A. I was aware that Mr. Gilmartin was complaining about our involvement since day
6 one. And that could have been easily resolved if Mr. Gilmartin had given us
7 our 1.35 million and we would have been gone out of Balgaddy and Quarryvale.
8 And Mr. Gilmartin totally resented our involvement, everything we did he --
9 there were a few occasions when we were getting on well but the vast majority
10 of time he resented us being involved there and nothing he would say about us
11 would surprise me.

12 Q. 291 And indeed even at the that meeting on the 16th of June '93, didn't Mr. Maguire
13 on Mr. Gilmartin's behalf express Mr. Gilmartin's concerns about not being kept
14 up-to-date and kept informed about the affairs of the company. And isn't that
15 recorded at 9739 in the official note of the meeting under the heading "any
16 other business".

17 A. Yes. As I say, Mr. Gilmartin regularly complained. We were there meeting the
18 banks on a fortnightly or monthly basis. Mr. Maguire or Mr. Gilmartin on his
19 behalf attended the board meetings. He also appointed Mr. Paul Sheeran as a
15:48:00 20 nominee to attend board meetings.

21 Q. 292 Mr. Sheeran I believe got involved in late '94?

22 A. I am just saying that there was no question of either a solicitor or his
23 nominee or nominee and solicitor at all of the board meetings. Now how he can
24 claim not to be informed. The bank were capable of being kept informed by
15:48:21 25 asking us to come to Dublin to meet them. Mr. Gilmartin was invited to various
26 meetings I think you will have seen and will see that he rarely turned up at
27 meetings. And if he has people there representing him, I fail to see how he
28 can say that he is not informed of what's going on. I think at one stage we
29 even offered to go over to Luton to explain to him what was involved. I think
15:48:41 30 we did everything we ought to have done to keep him informed.

- 15:48:45 1 Q. 293 Mr. Deane, at 9539 we look at that payment/transactions schedule again for
2 which the accountants or auditors had received no documentation. That's a
3 document discovered to the Tribunal by you, isn't that right?
- 4 A. That is correct.
- 15:49:04 5 Q. 294 And there is a further document again discovered by you at 28739. If we could
6 put that on screen. And again, there is manuscript entries on this document
7 also?
- 8 A. That's correct.
- 9 Q. 295 And do you see the, and this came from within your discovery, isn't that
10 correct?
- 11 A. That's correct.
- 12 Q. 296 Do you recognise the handwriting on that document?
- 13 A. That would appear to be certainly my handwriting on item six and I think
14 probably ... if it could be enlarged. I think that might be all of my
15 handwriting actually.
- 15:49:36 15
- 16 Q. 297 And what about items eight and nine?
- 17 A. Items eight and nine I think are also mine.
- 18 Q. 298 And do items eight and nine contain the manuscript word "noted"?
- 19 A. Yes.
- 15:49:53 20 Q. 299 Can you explain that, Mr. Deane, what you mean by the term "noted" as appears
21 there in your handwriting for the two 10,000 pounds payments to apparently to
22 Mr. Gilmartin --
- 23 A. That I was accepting that as what the auditors have said that they were
24 apparently paid to Tom Gilmartin and I gave no more thought to it, I simply
15:50:14 25 wrote notes on it.
- 26 Q. 300 But you knew from the dates or shortly after the date that both payments that
27 they weren't paid to Mr. Gilmartin and you knew at that meeting in June '93
28 that they hadn't been paid to Mr. Gilmartin?
- 29 A. Sorry, as I said to you earlier, I did not connect the payments which were made
15:50:33 30 to Mr. McGrath and Mr. Lawlor with these two 10s. It was noted on the

- 15:50:38 1 auditor's report as apparently made to Tom Gilmartin and I just literally took
2 that on face value and wrote "noted" after it.
- 3 Q. 301 What about the reference to OOC opposite the Shefran payments?
4 A. Yes, that would have been a note that that's probably where I'd have gone
15:50:55 5 looking for those, yes.
- 6 Q. 302 I wonder could we put the full page back up on screen, please. Is that in your
7 handwriting?
8 A. Yes.
- 9 Q. 303 And what did you mean by the reference OOC for the --
15:51:05 10 A. That would be the likely source of where I got that documentation.
- 11 Q. 304 And if we look at 9539. Again, a document provided by you. Would it be fair
12 to say that the document on screen now is probably the document that Mr.
13 O'Callaghan was working on and the document on screen a moment ago was the
14 document you had before you when these matters were being dealt with?
15:51:28 15 A. Yes, I think that's probably a fair assumption.
- 16 Q. 305 And would it be fair to say that it was Mr. O'Callaghan who recorded that there
17 were no invoices and that these monies had been paid for the June election.
18 A. I think there were, as I said to you before, I think the words to the left of
19 the numbers between the dates and the numbers is Mr. O'Callaghan's writing. I
15:51:49 20 don't believe the notation to the right of the numbers doesn't appear to be his
21 handwriting.
- 22 Q. 306 And therefore, account Tribunal take it that in the handwriting of the person
23 whom you had identified as being the most likely person to have possession or
24 knowledge of the invoices, there is the notation "no invoices June election"?
15:52:10 25 A. That is correct, that is who I believe wrote that note.
- 26 Q. 307 And did Mr. O'Callaghan tell you, Mr. Deane, and tell others at that meeting in
27 June '93, when this matter was being discussed that in fact there were no
28 invoices for these three Shefran payments because the payments had been made
29 for the June election?
15:52:29 30 A. No, I don't believe he did. And furthermore, I think there was no discussion

15:52:35 1 of that. Whether that there weren't invoices and in fact I think I wrote
2 subsequently in July or some time to Mr. Leo Fleming asking him what issues
3 were outstanding. I think it is highly unlikely that if I was told that there
4 was a problem with these or in fact if there was a problem with those that I
15:52:54 5 would I ever written to Mr. Fleming asking him to say hopefully that he had all
6 of the information. If this was the only thing holding up the accounts and
7 this was something wrong, clearly I'd have got back an answer saying these were
8 issues which would have highlighted it. The mere fact that I wrote the letter
9 asking for the information makes it clear in my own mind that I certainly
15:53:14 10 didn't think that there was anything wrong nor was I told that there was
11 anything wrong.
12

13 JUDGE FAHERTY: Sorry to interrupt, Mr. Quinn. I just want to get the
14 sequence in order, Mr. Deane. I understood your letter to Mr. Fleming was
15:53:31 15 prior to the 3rd of May 1993?

16 A. Sorry, that was my letter, Judge, asking what was outstanding.
17

18 JUDGE FAHERTY: Details of queries?

19 A. Yes, but then if you look forward from this, after the June board meeting I
15:53:43 20 think I wrote in July.
21

22 Q. 308 MR. QUINN: 22nd of June '93, at 9786, I think there's a letter, Mr. Deane, in
23 fairness to you?

24 A. No sorry a subsequent one again.
15:53:53 25

26 JUDGE FAHERTY: That's what I want to find out. What date is that?

27 A. There is a subsequent one i think again in July.

28 Q. 309 MR. QUINN: Yes we'll find that letter, Mr. Deane.

29 A. It's important because it shows that in July after the board meeting after the
15:54:07 30 letter of May, after the board meeting in June, that I wrote -- so I think it

15:54:13 1 was sometime in July, saying I hope you have all of the information and I maybe
2 let me know if there is anything outstanding. I copied that letter I think to
3 Mr. Gilmartin, to Mr. Kay, to Mr. O'Callaghan.
4

15:54:25 5 So clearly if somebody told me that we got a big problem there are no invoices
6 or any issue about, that why would I have written a letter which could only
7 have highlighted that. I wrote that letter because as far as I was concerned
8 there was nothing untoward. Everything was in order and I was trying to get
9 the accounts signed off. And as far as I'm aware, again, subject to
10 correction, nobody came back to me and said we are missing these invoices.

15:54:46 10
11 Q. 310 Mr. Deane, had Riga stayed with its position concerning the reassignment of the
12 86,000 pounds odd, which it had reassigned for the year ended April '93. Had
13 it maintained that position going forward and had it continued into year ended
14 April '94 with that 86,000 including the 80,000 Shefran payment being assigned
15 to the work in progress Stadium, there would have been no necessity to answer
16 that query concerning the invoices because it would not have been of concern
17 to --

18 A. Sorry -- to Mr.--I disagree totally with this --

19 Q. 311 How could it have been of concern to the auditor of Barkhill, Mr. Deane, since
15:55:32 20 the accounts had not been signed and since the accounts were in draft form at
21 that stage. It would merely have resulted, I suggest to you, in an amending
22 letter showing a balance owing between Riga and Barkhill Limited?

23 A. That never happened. The reason that never happened is because there was
24 nothing to be amended at that point. It is very important I think that we
15:55:52 25 understand what's happened here. The accounts for Riga for the year ending
26 April '92, as I understand them, let's say included the Shefran money for the
27 want of a better term. The accounts for Barkhill, for the same period, April
28 '92, included the Shefran payment. Signed off by the auditors and the
29 directors.

15:56:10 30 Q. 312 In January '94?

15:56:11 1 A. It doesn't matter when it was signed.

2 Q. 313 It does matter I suggest to you?

3 A. No it doesn't.

4 Q. 314 Because in the intervening period, the Shefran payments had gone to the work in
15:56:19 5 progress account and had gone back to the Barkhill loan account. So that by
6 January '94 they, were correctly back where they were in '92?

7 A. If you want to highlight something, taking it or to hide something rather.
8 Putting it in accounts, taking it out of accounts, putting it back into
9 accounts does one thing, it highlights them, not hides them. If you want to
15:56:42 10 hide something you don't do that. Particularly when the auditors were already
11 aware of it. You might at some point, if for the year April '92 we some how
12 ducked them out of that but that did not happen. They were in the April '92
13 Barkhill accounts. And you can slice it and dice it any which way but my
14 understanding is that they are there in the '92 accounts. Those accounts have
15:57:02 15 been signed off by the auditors. Signed off by the directors. And that is the
16 important thing; as at that date April 1992, they are in the Barkhill accounts.
17 And so they were subject to scrutiny. The accounts were there and therefore
18 the taking out and putting back has nothing whatsoever to do with that year
19 end. And if you want to hide something you certainly don't write to the
15:57:27 20 auditor in July '90 whatever we're talking about '93, and say I hope you have
21 all of the information please let me know and then the following year you don't
22 take it out, that 80, and then put it back in again. And if you want to hide
23 something that's a very silly way of going about it.

24 Q. 315 Mr. Deane, in fairness to you I think you are referring a letter of the 23rd of
15:57:46 25 July '93, at 9915, where you write to -- this is a copy of the letter to
26 Mr. Fleming and it says "I would be obliged if you would let me know if you
27 have received all of the information which you needed to enable the accounts to
28 be prepared" is that the letter you are referring to?

29 A. That's the one. What I am saying here is if somebody told me, listen we have a
15:58:06 30 big problem with these invoices. These invoices never existed. There is

15:58:09 1 something hookey with this. Why would I have written this letter which could
2 have only resulted in the possibility of an answer highlighting as the only
3 outstanding point for the audit, those three payments. The reason I wrote that
4 was because there was nothing wrong, there is nothing wrong, it's as simple as
15:58:24 5 that.

6 Q. 316 It's just four o'clock, circumstances I was going to move on to another topic.

7

8 CHAIRMAN: Sorry, what's the date of that letter?

9

15:58:33 10 MR. QUINN: It's a letter of the 23rd of July '93 and it's at 9915.

11

12 CHAIRMAN: All right. We won't be sitting again I think until Wednesday.

13

14 MR. QUINN: Yes half past ten for Mr. O'Callaghan and Mr. Deane at two

15:58:54 15 o'clock.

16

17 CHAIRMAN: Yes.

18 A. Thank you, Chairman.

19

15:58:57 20 **THE TRIBUNAL THEN ADJOURNED UNTIL WEDNESDAY.**

21 **9TH JULY, 2008, AT 10.30 A.M.**

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