

10:11:37 1 **THE TRIBUNAL RESUMED AS FOLLOWS ON WEDNESDAY, 2ND MARCH**
2 **2005, AT 10:30 A.M.**

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4

CHAIRMAN: Good morning, Mr. O'Neill.

10:32:46 5

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MR. O'NEILL: Good morning, Mr. Chairman, Members of the Tribunal. The next witness to be called is Mr. Liam Lawlor.

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Mr. Lawlor, could you come to the witness box, please.

10:32:58 10

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MR. LIAM LAWLOR, HAVING BEEN SWORN, WAS QUESTIONED

12

AS FOLLOWS BY MR. O'NEILL:

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14

CHAIRMAN: Good morning, Mr. Lawlor.

10:33:20 15

A. Good morning, Chairman.

16

Q. 1 MR. O'NEILL: Good morning, Mr. Lawlor. In this phase of the inquiry

17

Mr. Lawlor, the Tribunal is enquiring into the Coolamber lands in connection

18

with your relationship to those lands and your dealings with Mr. Caldwell and

19

Mr. Jim Kennedy. And if I might perhaps start with the background history to

10:33:52 20

it and take you through that, if I may?

21

22

I understand that you first acquired an interest in your lands in Lucan, County

23

Dublin, which adjoin the Newcastle Road on which Coolamber is located, when you

24

purchased the house Somerton and its surrounding six acres in 1974; is that so?

10:34:14 25

A. Correct, yes.

26

Q. 2 And having lived in the area for some time, I think perhaps it might even have

27

been in the initial stages when you acquired the house Somerton, you made the

28

acquaintance of Major Tyrell and his wife, who were your neighbours across the

29

road in Coolamber House; is that so?

10:34:38 30

A. Just slightly more than that. Mrs. Tyrell was a sister of Mrs. Jameson who we

10:34:46 1 had acquired the property from. We purchased the property from a couple and
2 that lady was a sister of Mrs. Tyrell's.

3 Q. 3 Yes. So you knew of the property both because of that relationship and also
4 because it was physically adjoining effectively your own lands with the
10:35:02 5 intervention or the division of some 23 acres of land, which you subsequently
6 acquired; isn't that so?

7 A. Yes.

8 Q. 4 And having resided in Somerton House for some years, I think that you then
9 acquired further lands which lay immediately between the original Somerton
10:35:22 10 House and its amenity land and the roadway itself and that comprised about 23
11 acres of land; isn't that so?

12 A. Yes. That 23 acres, Chairman, historically had been with the house and it had
13 been parceled off separately and then many years later it came back for sale by
14 a neighbour of mine, Mr. Keogh, who owned Finnstown House and lands at the time
10:35:49 15 which was a private property, now a hotel. And Mr. Keogh decided to dispose of
16 the 23 acres that enveloped around the house which historically had been with
17 the house and that's what Mr. O'Neill is referring to. And that was put to
18 tender or auction and purchased, yes.

19 Q. 5 And I think that at the time you had bought Somerton House and its six acres
10:36:12 20 and at the time when you were considering the purchase of the other 23 acres,
21 all of those lands were zoned for agricultural use at the time?

22 A. Yes.

23 Q. 6 As was Coolamber itself; isn't that so?

24 A. Yes.

10:36:24 25 Q. 7 And I think that you acquired the 23 acres for about 157,500 pounds or so; is
26 that correct?

27 A. Yes, correct.

28 Q. 8 Which I think translated at the time of a price over a little 6,800 pounds per
29 acre; isn't that so?

10:36:44 30 A. That would be correct, yes.

- 10:36:45 1 Q. 9 And I think that price reflected the fact that it had hope value, from your
2 point of view, for onward development, it was a price which was considerably in
3 excess of the agricultural value of the lands, I suggest, at the time?
- 4 A. Well the actual main motivating factor was that it was just all around the
10:37:07 5 house. The sort of aspects of consideration weren't very real at the time.
6 Just that suddenly this land horseshoeing around the house and six acres was
7 for sell and I went to the auction and out bid another party and I bought it.
8 If it hadn't have come up for sale I might never have acquired it. Just that
9 that's what happened and very expensive price really I suppose because I think
10:37:37 10 the other buyer probably brought the hope idea into it. I was just buying it
11 because it was all around the house.
- 12 Q. 10 Whilst it may have been all around the house. Your house in fact was
13 surrounded by six acres of land which was the original take. And I think that
14 that land or that property around the house was, could be fairly described as
10:37:58 15 amenity land in the sense that it had trees and it was effectively --
- 16 A. Preserved trees on it and that, yes, sure.
- 17 Q. 11 Exactly. And I think that we'll see that the Coolamber lands, albeit that they
18 were purchased some eight years later from the Tyrells, only realised about
19 3,700 pounds per acre at the time?
- 10:38:25 20 A. Sign of bad times I suppose.
- 21 Q. 12 Yeah. And when you purchased these lands in 1979, I think you were a
22 councillor at the time; isn't that right?
- 23 A. I was elected to the Dail in '77 and the council in '79, so I'm not sure what
24 way the dates synchronize.
- 10:38:42 25 Q. 13 It was on the 17th of July that you purchased the lands in '79.
- 26 A. I really have no idea, Mr. O'Neill.
- 27 Q. 14 Right. In any event, the then current Development Plan that was in operation
28 at that time was the 1972 Development Plan; isn't that so?
- 29 A. Yes. Well the review would have commenced five years later in '77.
- 10:39:03 30 Q. 15 Sure. The review of the plan in 1977 was an ongoing process and it dealt with

- 10:39:17 1 specific areas by reference to map; isn't that the way it works?
- 2 A. Well it had commenced in '77 and was completed in the '83 so the process was a
- 3 six year review process.
- 4 Q. 16 Yes. And it was not until April of 1980 that the Lucan lands came for
- 10:39:35 5 consideration under that review process; isn't that right?
- 6 A. Yeah. I can't be specific, you know, about whether it was '80 or '81 but it
- 7 was in that six-year period that the complete review was considered, completed,
- 8 yes.
- 9 Q. 17 We'll see that on the 18th of April 1980 there was a review of the Lucan area,
- 10:40:00 10 in particular the area of the Newcastle Road. And I'm wondering whether or not
- 11 in anticipation of that review you had given any consideration to applying to
- 12 have your lands rezoned from agricultural to commercial or development
- 13 residential use?
- 14 A. My recollection is not until I suppose it became an issue, where I suppose
- 10:40:26 15 there was letters out or public displays or whatever and requests for
- 16 submissions. So whatever came up at the time it was addressed at the
- 17 appropriate time as part of the ongoing review.
- 18 Q. 18 Are you saying that you didn't acquire your land with the intention that you
- 19 would endeavour to have to it rezoned?
- 10:40:49 20 A. No, I acquired it because it was enveloping around the house. Yes, I suppose
- 21 you would say you're living on the perimeter of the western side of Dublin and
- 22 there's three satellite towns in the '72 town, it's a bit like Mullingar today.
- 23 You were in the line of fire, it might be a year from now, it might be five
- 24 years. All of that was contingent on infrastructure really. So it wasn't
- 10:41:15 25 the sort of absolute consideration when the land came up for sale. It was
- 26 because it was around the house that I bought it.
- 27 Q. 19 I see.
- 28 A. But obviously it was where I lived was on the perimeter of Lucan and signs of
- 29 the time today, what's happening out there and it has been happening ever since
- 10:41:36 30 then, so, yes, it was in a growth area. But it wasn't a main motivating

10:41:41 1 factor.

2 Q. 20 Do you have any recollection of discussing with your immediate neighbours and
3 landowners, any joint proposal for the rezoning of a portion of your property
4 and indeed a portion of their property?

10:41:52 5 A. What I have a vivid recollection of is the late Captain Tim Rogers coming to
6 talk to me about how impossible it was to continue his stud farming activities
7 at Airlie Stud because he boarded on the 800 or 900 houses at Hillcrest, which
8 is just town the road. And he had previously had a stud farm over in
9 Ballyowen, which he had disposed of and had to dispose of because he couldn't
10 maintain his stud farm activities on the edge of urban areas.

11
12 So he would have -- and I believe because it was before my time in Lucan, I
13 believe the Hillcrest housing estate was originally part of the Airlie Stud
14 lands.

10:42:20 15 Q. 21 Yes.

16 A. So I would have a recollection of Tim Rogers talking to me about how impossible
17 it was to maintain his stud operation and what was likely to happen in the
18 area, yes.

19 Q. 22 Right. Do you have any recollection of meeting with the other neighbours i.e.
10:42:49 20 the Blakes or the Tyrells with a view to putting forward some form of a joint
21 plan or discussing a joint plan which would have that area of south Lucan or
22 certainly 150 acres of it rezoned for residential use at the time? I'm talking
23 now pre --

24 A. The Blake situation had come ahead of I think you may be able to help me there,
10:43:13 25 Mr. O'Neill. But the 23 acres that we refer to as the Superquinn project now
26 or property, I don't know whether that had been approved for building in
27 advance of the reviewing of the plan. So the Blakes who lived on the cross
28 roads just across from me would have already, either had development approved.
29 But I don't believe the Superquinn project was dealt with as part of the
10:43:42 30 review. I think it was dealt with as a material contravention of the plan.

10:43:46 1 Q. 23 Yes.

2 A. So I don't know that Joe Blake would have had any great reason to be speaking

3 to me about it. He could have but I think that might have been done ahead of

4 the review of the plan.

10:43:59 5 Q. 24 Right. And whilst you don't have a recollection of speaking with Mr. Blake

6 about it, I take it that also applies to major Tyrell or his family at that

7 time, you have no recollection?

8 A. No, they were the other side of the Newcastle Road. I would have regularly

9 talked to Nick Stassen because he walked his dog up and down the road and you'd

10:44:21 10 speak to him maybe once or twice a week in those days and he lived adjoining

11 the lands also and he lived adjoining the Airlie Stud lands.

12

13 So there was, if you like there was, one, two and then there was the Crowley

14 family. So that made up the neighbourhood. They were the people and the only

10:44:37 15 people living in that area. And I would have from time to time and of course

16 during election times I would have called to them even though the Blake family

17 was a very high profile Fine Gael family and great friends of the late and Mark

18 Clinton and that but we were good neighbours.

19 Q. 25 I think that insofar as there was an opportunity for development of the lands

10:44:58 20 at Newcastle Road in 1979, 1980, that opportunity was presented through the

21 facility of making submissions to local councillors in the hope that they might

22 take on board the wishes of the local residents and put forward a motion before

23 the council to either propose the alteration of the zoning from agricultural to

24 residential or otherwise. That was the opportunity, I suggest, at the time.

10:45:29 25 A. Well no, Mr. O'Neill, there was a proposal put before the council in advance of

26 the submissions.

27 Q. 26 Yes.

28 A. And that was to I think put the lands on display. And then that decision was

29 reversed. And then later there could have been a submission put in, yes. So

10:45:46 30 there was a procedure before the submission procedure that you're addressing.

10:45:50 1 Q. 27 Right. Well I wasn't intending to address just the public submissions that
2 would follow upon the publication of the plan but rather the contacts that
3 might take place in advance of the council reaching its own plan, that is an
4 area which one can make representations to councillors in advance of the matter
10:46:13 5 going on public display?
6 A. So what's your question?
7 Q. 28 My question was whether or not that opportunity was available that the time and
8 I think from your answer you would agree that that is the case. There's
9 always an opportunity to make a representation to your local councillor in
10:46:29 10 relation to a proposal to rezone the land. But obviously if at that point in
11 time the council is itself considering a plan, as it must do every five years,
12 that matter can be brought into a sharper focus at that time; isn't that right?
13 A. Well I think that's what happened.
14 Q. 29 Well we'll -- we will see that in April of 1980 when the matter came for review
10:46:57 15 before the council and that was on the 18th of April of 1980. If we look to
16 page 7 of the brief on screen, please. This document, Mr. Lawlor, is an
17 extract of the minutes of Dublin County Council. We will see the date is
18 apparent from page --
19
10:47:27 20 CHAIRMAN: Sorry, is your screen working?
21 A. Not just yet, Chairman.
22
23 Q. 30 MR. O'NEILL: The page on screen Mr. Lawlor, is page 7 in the brief. And this
24 is an extract of the minutes of special meeting of Dublin County Council which
10:47:58 25 was held on the 18th of April 1980 to consider the review of the County
26 Development Plan 1972.
27 A. I see that, Chairman.
28 Q. 31 And in the second paragraph there you'll see that it was proposed by councillor
29 Boland and seconded by councillor Dunne that an area south of Lucan as shown on
10:48:17 30 a map signed by Councillor Boland and Dunne be rezoned from agricultural to

10:48:23 1 residential and the chief engineer of sanitary services Mr. O'Donnell stated
2 "that the area of the land would be beyond the tolerance of the drainage system
3 and if it were to be drained it would be at the expense of not draining other
4 lands. The assistant and City County manager Mr. John Prendergast suggested
10:48:40 5 that the matter would be deferred pending the submission of a comprehensive
6 report on the implications of this proposal". And then two Councillors, Mr.
7 Smith and Lang proposed an amendment that it be adjourned until a comprehensive
8 report is available. That amendment was put to the meeting and defeated and
9 the motion itself then was put to the members and it was passed by a majority
10:49:10 10 with the effect then that the motion in favour of the lands being put into the
11 new Development Plan as residential lands was adopted.
12

13 And I think that although the map is not referred to here and we don't have a
14 copy of that map from the council's files because it's not available to the
10:49:40 15 Tribunal. I think from your local knowledge and from the fact that part of
16 your lands was included in the this proposal, I think you're aware that
17 approximately 150 acres of land?

18 A. That's correct.

19 Q. 32 In this area was going to be entered into the draft Development Plan which
10:49:57 20 ultimately was passed in 1993, albeit without that amendment as residential;
21 isn't that so?

22 A. Yes. Well that decision was taken. And then because of the political frore
23 that developed it was reversed and it never went on display.

24 Q. 33 Sure.

10:50:17 25 A. And the think that jumps out at me here is the chief engineer, Mr. O'Donnell
26 says that the land would be beyond the tolerance of the draining system and we
27 are now adding Adamstown into the drainage system, which obviously found
28 fantastic tolerance since that report was issued because hundreds and hundreds
29 of acres has now been taken into the tolerance of the drainage system in that
10:50:40 30 area. So I think the initial comment would be Mr. O'Donnell's report wouldn't

10:50:45 1 really reflect the truth.

2 Q. 34 Well to be fair to Mr. O'Donnell, I think it's the case that we're talking here

3 in 1980 of the constraints which were on the Lucan drainage system as of that

4 time, which were subsequently addressed by major engineering works which

10:51:02 5 included amongst other things the Lucan low level pumping station, the Esker

6 pumping station and indeed from what we understand from the Adamstown scheme it

7 will drain to areas which do not involve the original Lucan drainage scheme at

8 all.

9 A. That's not correct, no.

10:51:18 10 Q. 35 In any event, I don't think it's particularly material --

11 A. No, no, it is relevant. Very, very relevant. Anyway, you have the floor.

12 Q. 36 In relation to the acreage of lands which was proposed to be zoned for

13 residential development in this particular scheme which was advanced by

14 Councillors Boland and Dunne, can you give us a rough outline of the ownership

10:51:47 15 of that 150 acres. As I understand it the lands involved a portion of your

16 lands. Isn't that right?

17 A. Yeah, well could I just query?

18 Q. 37 Yes.

19 A. Is Coolamber in this?

10:52:00 20 Q. 38 It is, yeah.

21 A. I wasn't sure. It would be Coolamber it would be the lands around Somerton

22 that would be Nick Stassen's lands, there was no Blake land, or maybe there

23 was, I can't be sure. With the permission or not. And there was about 80

24 acres of the Airlie Stud lands.

10:52:19 25 Q. 39 And there was also your own lands at Somerton, that's 17 acres of Somerton?

26 A. That's what I said, Somerton.

27 Q. 40 Yes. It appear that is portions of each of these properties were the subject

28 of this application rather than the entire holdings, I just want to make that

29 point that. Airlie is a much larger stud than the 150 acres involved --

10:52:44 30 A. Yeah, 250 plus odd acres to that. That was within the curtalige of what's

10:52:51 1 Tandy's Lane backing onto the large housing estate.

2 Q. 41 Sure. And the lands which were immediately opposite Tandy's Lane in the

3 ownership of the Tyrells at that time, Coolamber lands were also included, the

4 top part of the lands?

10:53:04 5 A. I presume there's a map somewhere in the brief there; is there?

6 Q. 42 There is no map because the council has not been able to provide the Tribunal.

7 A. Another map. Not the map. Surely when the overall Coolamber brief it would

8 help if you had it up in screen.

9 Q. 43 It doesn't delineate that portion.

10:53:24 10 A. I can point it out to you that's all I'm saying.

11 Q. 44 Well we'll put a map on screen.

12

13 CHAIRMAN: We only need to know at this stage approximately the areas of land.

14 A. Sure.

10:53:33 15 Q. 45 MR. O'NEILL: I think approximately half of the Coolamber lands found

16 themselves with the benefit of this rezoning at the time.

17 A. I wasn't even clear that the Coolamber lands were in the actual catchment at

18 all.

19 Q. 46 They were, yeah. May we take it that you were unaware then of the proposal

10:53:55 20 that was being advanced by Mr. Boland and Mr. Dunne at the time?

21 A. Yeah. Well what I did was because it was coming up I absented myself from the

22 meeting because the Lucan area was being discussed because I would have had a

23 declaration or a conflict so I didn't attend the meeting. I think I announced

24 at the previous meeting that I wouldn't be attending.

10:54:21 25 Q. 47 What I wanted to establish from you if I can, Mr. Lawlor isn't whether or not

26 it is the case that you were unaware that Councillors Dunne and Boland were

27 intending to make an application which would have the effect of rezoning if it

28 were ultimately accepted the -- I will just finish on that, if I may.

29

10:54:51 30 Is it the case, Mr. Lawlor, that you were unaware that Mr. Boland and Mr. Dunne

- 10:54:57 1 were intending to put forward a proposal to have your lands rezoned for
2 residential use?
- 3 A. Chairman, I would say I couldn't say I was unaware. Because I would have
4 received the agenda, like everybody else, as an elected member. So I think
10:55:13 5 the item -- I'm not sure now -- no, sorry. I think afterwards there came a
6 change in the requirements -- sorry. I was going to say that you had to put
7 in a motion and a map ten days or something in advance but I don't think you
8 did in those days. So I wasn't aware. I think the members would hand up the
9 motion with the map at the meeting. Now, I can't be absolutely certain,
10:55:37 10 Mr. O'Neill, on this matter.
11
12 So therefore if it was in that period I wouldn't have been aware of what they
13 proposed and what was discussed at the meeting because I think the motion would
14 have been actually tabled at the meeting and I was not in attendance at it.
- 10:55:52 15 Q. 48 Yes. And therefore, it follows that it was a surprise to you to learn of their
16 intention, they hadn't communicated it with you beforehand. I know you've
17 told us what the formal circulation requirement within the council would be.
18 But I'm talking about independent of that. Did either of these gentlemen tell
19 you that it was their intention to rezone the lands which would include a
10:56:15 20 portion of your lands?
- 21 A. I don't recall any discussions with either party and they are both deceased,
22 unfortunately. No, I don't have -- I don't know whether they had any lobby
23 from any of the other people in the area. But I wasn't familiar with what
24 they were proposing in detail but I was very clear that the Lucan area was
10:56:35 25 coming up because I declared that I wouldn't be attending the meeting.
- 26 Q. 49 There is a map which was generated in or around the time of the application in
27 1980, Mr. Lawlor. It's a newspaper article. And I can't identify what the
28 source, in other words --
- 29 A. Sure.
- 10:57:32 30 Q. 50 Of the map is or indeed its accuracy. But if it is to be accepted as showing

- 10:57:39 1 the area in question?
- 2 A. That's correct, yeah. The writer of the article lived in Hillcrest.
- 3 Q. 51 I see. So on this map you'll see a dotted area as opposed to a lined area.
- 4 A. The dotted area is, yeah, I think there would be more than Coolamber then. I
- 10:57:57 5 think, yeah.
- 6 Q. 52 It extended eastward of Coolamber; isn't that right?
- 7 A. I think east ward probably would have take then some council owned lands.
- 8 Q. 53 In fact I think that's the Griffeen Valley area?
- 9 A. The striped area, Chairman, is the existing housing in Lucan. And the dotted
- 10:58:15 10 area was the intended area for development.
- 11 Q. 54 Yes.
- 12 A. And the area that you're looking at there now forms part of the 500 acres that
- 13 is today, Adamstown.
- 14 Q. 55 Yes. And if we can focus for a moment on the Coolamber portion of lands itself
- 10:58:33 15 there, you'll see from that that it is that portion of the Coolamber lands
- 16 which is probably north of Coolamber House itself.
- 17 A. The house was in the white square, Chairman, on the right of the road, yes.
- 18 Q. 56 Yes.
- 19 A. It seemed now a very logical decision but it became a political football, was
- 10:59:04 20 kicked out and now it's part of the housing solution to the country's problems.
- 21 Q. 57 The decision, as you say, was one which attracted a considerable amount of
- 22 publicity, I think centred on the fact that your lands were included in those?
- 23 A. Exactly.
- 24 Q. 58 Which were to be the subject of that rezoning proposal if it had gone through;
- 10:59:30 25 isn't this so?
- 26 A. I think it constituted lots of news print and I think Today Tonight was the
- 27 then current TV program, Falcon McFall & Co, it consumed the media for a little
- 28 bit of time, yes.
- 29 Q. 59 And whether as a consequence of that or otherwise, I think a political decision
- 10:59:52 30 was taken by the parties who were represented within Dublin County Council to

11:00:06 1 have the matter put back on the agenda when the decision of April 1980 was
2 rescinded; isn't this so?

3 A. No well, the then Taoiseach Charles Haughey consulted with me about it and
4 because of all of the frore we decided look, this is just being made a
11:00:17 5 political football, it might make good sense or logic but perception rather
6 than fact was the order of the day on the issue. I think the Chairman of the
7 then Fianna Fail group, Councillor Paddy Hickey tabled a motion to reverse the
8 decision that was made as per this minute here. It was decided that it
9 wouldn't go on public display for three months for public comment. So, you
11:00:41 10 know, if you're in public life you probably pay an excessive price of issues
11 that other normal citizens don't have to comply with. So it was decided to
12 reverse the decision. Time was proven it was a good decision but that's for
13 history now.

14 Q. 60 We'll see at page 22 of the brief the minutes of the meeting of Dublin County
11:01:04 15 Council which was held in 1981. At which this matter was listed. This was
16 on the 6th of November 1981. And there are two associated motions here. The
17 first 4A1 was a proposal by Councillor Gahan seconded by Councillor Flemming
18 that. "That having considered the representations made during the public
19 display of the draft review and draft variation of the Dublin County Council
11:01:38 20 Development Plan, the council resolves that the resolution adopted at its
21 meeting held on the 18th of April 1980 that an area of land south of Lucan,
22 shown on the map at the meeting be rezoned from agricultural to residential be
23 rescinded and the following resolution be adopted that the lands in the
24 townlands of Doddsborough, Esker South and Finnstown which are identified on
11:02:03 25 the map attached to the motion which was shown zoned for residential
26 development in the draft review be zoned for agriculture as they are in the
27 County Development Plan of 1972".
28
29 And on the following page you'll see an associated motion proposed by
11:02:17 30 Councillor Flemming and seconded by Councillor Gannon that the decision of the

- 11:02:25 1 Draft Development Plan meeting held on the 18th of April 1980 to rezone the
2 lands adjacent to the Lucan Newcastle Road be reversed and that the original
3 zoning proposal for this area by the council's planning department be adopted
4 for the purpose of the Development Plan as finally agreed. And that was
11:02:42 5 carried unanimously; isn't that so?
- 6 A. Yeah, it was a good home town political decision. Councillor Flemming was
7 Fine Gael, Gannan was labour. And it was a politically driven agenda at the
8 time and that was the decision that was made at the time.
- 9 Q. 61 But it also accorded with, I suggest, the views of the planners. Because what
11:03:03 10 is suggested here --
- 11 A. Well the planners policy changed like the weather, Mr. O'Neill, if we were to
12 go in to what the planner's policies were we'd need another Tribunal.
- 13 Q. 62 You accept, nonetheless, Mr. Lawlor, that it was in accordance with the
14 council's planning department's own proposals that the matter came to be
11:03:22 15 reversed?
- 16 A. Oh, at that juncture, yes. The Taoiseach out turned the sod the other day for
17 the people that had proposed that project which embraces all of this land,
18 Mr. O'Neill.
- 19 Q. 63 Yes. That having happened in 199 -- 1981 effectively from your point of view
11:03:42 20 any opportunity to rezone or to apply to rezone these lands would have to await
21 the further revision of the next Development Plan; isn't that right?
- 22 A. Mr. O'Neill, that decision and a lot of others was the commencement of the
23 driving of the housing prices in the greater Dublin, through the roof, yes.
24 That was the decision taken then, yes. That meant then that the next
11:04:07 25 opportunity to consider development in that area would have commenced in 1988
26 and was concluded in 1993. A five year period of the plan was taking six to
27 seven years to review, which was an absolute disgrace but that was the time
28 frame in County Dublin in those days, yes.
- 29 Q. 64 I think it was the case that the process of review which had commenced in 1977
11:04:33 30 of the 1992 plan did not result in a new Development Plan until 1983; isn't

11:04:42 1 that right?

2 A. Six years, that's what I said, yes.

3 Q. 65 And it was I think in October of 1987 that the first opportunity for review of

4 the 1983 plan came into being; isn't that so?

11:04:56 5 A. '87?

6 Q. 66 October '87 I think I can

7 A. Well if it was adopted in '83 it would have been five years forward to '88 and

8 then '93 was the five year process.

9 Q. 67 Sure. But the council I think starts in an anticipation of this happening?

11:05:19 10 A. Well it would have been five years from '83 -- '88 -- well sorry. I'm not

11 picking, it doesn't really matter, Mr. O'Neill. I'm only adding five years to

12 the final adoption to the '72 first review and that was '88 and then it took

13 that five years to complete the next review, which also embraces all the other

14 concerns the Tribunal has of Quarryvale and so forth.

11:05:42 15 Q. 68 The documentation certainly that's furnished to the Tribunal from the County

16 Council would suggest that the 1983 Development Plan review was initiated by

17 the council on the 16th of October 1987.

18 A. Okay.

19 Q. 69 With 14 working papers being put into place.

11:06:01 20 A. Sure.

21 Q. 70 In any event, from the point of view as a landowner in the area of Lucan at

22 this point in time. If you were intending to await the review process or the

23 draft Development Plan process as a means of achieving development of your

24 lands you would have to wait until 1987 for that process to commence and as we

11:06:26 25 know that process extended from 1987 until December of 1993, when the Coolamber

26 lands were eventually rezoned as residential?

27 A. I have some recollection that there was individual approaches to me because it

28 was quite a pressure for individual sites and there might have been an

29 application or two for detached houses or something on front or something that

11:06:53 30 could have been lodged in between I can't be sure. There was something I know

11:06:57 1 in that period of time a couple of houses were applied for on part of possibly
2 the road frontage on to the Newcastle Road.

3 Q. 71 You're talking of your own property?

4 A. Yes, my own property, Somerton, yes.

11:07:09 5 Q. 72 If we could just focus for a moment in 1981. I was asking you whether as a
6 result of this political frore and the reverse of the 1980 decision, whether in
7 1981 you would agree that if you were to follow the draft Development Plan
8 route, the next opportunity for making submissions to alter the zoning of your
9 land and correspondingly the Coolamber land would take place from October 1987
10 onward and I think you agreed with that; isn't that so?

11 A. But the legislation watt Section 4 process or the material contravention
12 process or the review which as you say rightly, Mr. O'Neill, would have been
13 that period forward until as you say October 1987, yes.

14 Q. 73 And I take it that from the reaction that you had judged to the inclusion of
11:08:05 15 your property in the 1980 decision of the council there was no prospect of a
16 Section 4 application being brought successfully in respect of your own lands
17 for so long as you owned them; isn't that so?

18 A. Probably, yes, that would be correct, yes.

19 Q. 74 Now, we know that Mr. Kennedy was involved in Lucan development land from a
11:08:34 20 period in the early to mid 1970s and indeed in the Ballyowen Stud that you
21 mentioned a little earlier was purchased by him and his associates from Captain
22 Rogers; isn't that so?

23 A. Yeah, well, I don't believe that I even knew the man then. I don't think in
24 fact I had any knowledge of Jim Kennedy back in whatever transactions he had in
11:08:57 25 those days with Ballyowen.

26 Q. 75 Right.

27 A. I don't believe I knew him at all.

28 Q. 76 When it comes to '91/'92 were you aware of his interest in Cruck House and --

29 A. Sorry, just before that if I could just elaborate. It would be my
11:09:12 30 understanding that the Ballyowen Stud lands was part of the '72 plan. So that

11:09:17 1 there was no planning issue other than complying with infrastructure
2 requirements. It was designated for development in the first ever plan in
3 1972 I think.

4 Q. 77 I would have to check that, Mr. Lawlor. I don't know that it's material?

11:09:35 5 A. You could bow to local knowledge, okay.

6 Q. 78 So be it.

7 A. (laughter).

8 Q. 79 The involvement, however, of Mr. Kennedy in this you say was matter you were
9 unaware of at the time of the acquisition by Mr. Duffy and Mr.--

11:09:51 10 A. I have no knowledge of that matter whatsoever.

11 Q. 80 But did you learn of Mr. Kennedy's involvement in the lands in Cruck House
12 which were in the ownership of the Blake family until they passed to him?

13 A. No, my first recollection of having any knowledge of Mr. Kennedy in Lucan was
14 to do with his Westin Park housing scheme.

11:10:14 15 Q. 81 Yes.

16 A. His involvement with the Blakes land I wouldn't have been -- I can't recall
17 being familiar with. No, I -- so how they synchronized I don't know, because
18 the Blake lands was always put forward as the Blake lands rather than any other
19 party having them or owning them or whatever that I recollect.

11:10:40 20 Q. 82 Yes. You're not to know whether behind the Blakes name in the application for
21 planning permission Mr. Kennedy was involved as the driving force and owner of
22 the lands?

23 A. At that stage I wouldn't have had a knowledge of that, no.

24 Q. 83 Sure.

11:10:55 25 A. And it intrigued me somewhere on a previous day that you suggested what did I
26 benefit from the proceeds of the Cruck House lands just looking at it. And
27 it's a mystery to me because I don't know how you could have made that
28 suggestion because I had nothing whatever to do. But you in a question put it
29 to Mr. Caldwell that I had supposedly benefited somewhere from the Cruck House
11:11:18 30 lands, which is just not true.

11:11:20 1 Q. 84 Well the Cruck House lands, as we know, involves the Pentagon pipeline of which
2 you acknowledge at this point you were an owner of those lands?
3 A. Pentagon didn't benefit from the Cruck House lands Mr. O'Neill. Had no
4 benefit.

11:11:32 5 Q. 85 Pentagon is within the Cruck House lands. You may see it as a separate
6 entity. But the Pentagon pipeline runs through --
7 A. No but the Superquinn housing development paid no monies to Pentagon to
8 connecting into the Pentagon sewers. So Pentagon didn't financially benefit a
9 farthing or a cent as it is today. That's the only point I want to convey to
11:11:53 10 you, if you understand that --

11 Q. 86 Oh, I understand the point, Mr. Lawlor?
12 A. You had a different view and a recollection that you put to Mr. Caldwell.

13 Q. 87 No, I have exactly the same view and that is that you benefited because you are
14 the owner of a pipeline which is in Cruck House. You may call it Pentagon
11:12:08 15 pipeline because it was originally registered in the ownership of a Cypriot
16 company called Pentagon Property Services Limited. But it is a pipeline that
17 runs through Cruck House.

18 A. That's fine, but if you don't gain financially you can't get anything from it.
19 Do you understand the point that I'm trying to convey to you. I'll put it
11:12:28 20 more simply. Superquinn and Westbury housing estate connected free of charge
21 to the Pentagon pipe.

22 Q. 88 Yes.
23 A. Okay. So will therefore I couldn't derive any benefit even if I owned all of
24 Pentagon if it connected free of charge. Which is what happened, Mr. O'Neill.
11:12:45 25 You seem to have a different view questioning Mr. Caldwell.

26 Q. 89 I don't.
27
28 CHAIRMAN: Mr. Lawlor, this is Cruck House. As I understand Mr. O'Neill's
29 point is that if somebody has a share in a pipeline running under lands and
11:12:58 30 those lands are rezoned or developed, then the person having the share of the

11:13:05 1 pipeline has the potential benefit of the development of the lands. I think
2 that's the --

3 A. That didn't occur, Chairman. That's the point I'm conveying to you.

4

11:13:18 5 CHAIRMAN: All right.

6 A. What I'm say something let's say there was free connections to that land into
7 that pipe. So therefore whatever interested I had in the pipe didn't
8 financially benefit me.

9

11:13:29 10 JUDGE FAHERTY: But you owned the pipe.

11 A. I have a part of the ownership, yes.

12

13 JUDGE FAHERTY: That would benefit other lands, not necessarily anything to do
14 with Cruck House.

11:13:36 15 A. It could benefit further on.

16

17 JUDGE FAHERTY: You still owned something under Cruck House.

18 A. No financial gain.

19

11:13:44 20 JUDGE FAHERTY: I think that's the essence of what Mr. --

21 A. Well no, the essence of the question to Mr. Caldwell was that where did I get
22 my financial gain from the Cruck House lands. And I wanted to clarify for
23 Mr. O'Neill that I didn't have any financial gain from the development of the
24 Cruck House lands.

11:13:59 25 Q. 90 MR. O'NEILL: Well, can I put it this way to you Mr. Lawlor, you didn't pay
26 anything for your interest in the Cruck House pipeline, which is owned by the
27 company called Pentagon. You benefited to the extent of being, and I know
28 there is some dispute between the parties as to exactly what your ownership of
29 the pipeline is but you did not make any financial contribution towards the
11:14:18 30 acquisition of this entity yet you are an owner of it. To that extent --

- 11:14:22 1 A. That's an irrelevancy to the point we're making.
- 2 Q. 91 What I'm putting to you, Mr. Lawlor, you benefited to the extent that you have
- 3 an ownership in an entity which is capable of generating funds at a later
- 4 stage. That's as much as I'm putting.
- 11:14:37 5 A. You see, if you want to dabble in the commercial considerations of the matter,
- 6 Mr. O'Neill, it was very likely that I as the owner of Somerton lands would
- 7 have to pay to connect into Pentagon, which would be making a very substantial
- 8 financial contribution at a later stage.
- 9
- 11:14:56 10 So, you know, if you want to dabble in this detail I have no problem in taking
- 11 you through it in great detail. But my interest in the Pentagon pipe arose
- 12 from what I've disclosed to this Tribunal. That the engineer referred to
- 13 earlier. When granting a by law to Cruck House suggested that a very
- 14 substantial additional investment might be made to the underground
- 11:15:25 15 infrastructure of which the council didn't have the funds, Chairman. And
- 16 therefore -- and I am landowner in the area would eventually potentially
- 17 benefit from having access to that service. And if those drains weren't
- 18 installed those areas could not have been developed. And it was through that
- 19 that I discussed the matter with Mr. Dobson. And he invested on my behalf and
- 11:15:48 20 on his own behalf. And I had that indirect interest of having 23 acres. And
- 21 that 23 acres would have had to pay its contribution to the Pentagon company at
- 22 later date.
- 23 Q. 92 Well so you say Mr. Lawlor, but that never occurred because you disposed of the
- 24 lands elsewhere?
- 11:16:05 25 A. Yeah, I know, but that's what was intended at the time.
- 26 Q. 93 Well if that were so, certainly no documentation has been presented by you to
- 27 the Tribunal indicating that you would have a liability to pay in respect of
- 28 your connection. And I may I say from what you say, there was a dispute in
- 29 relation to whether or not Mr. Kennedy was entitled to a free connection to the
- 11:16:31 30 Pentagon pipeline for Superquinn --

11:16:32 1 A. But sure we can only deal in fact.

2 Q. 94 But those the facts aren't they?

3 A. There was no contribution paid to Pentagon. That's all I can deal in. For

4 you to say there's no discovery. I being a landowner to benefit from the

11:16:47 5 drainage and all of the information you have.

6 Q. 95 Mm-hmm.

7 A. Explains all of that to you. There's no mystery about it. I mean, the

8 drainage of Pentagon pipeline was specifically installed to drain the lands

9 that are today part of Adamstown. That's it. It's as simple as that.

11:17:06 10 Q. 96 Yes.

11 A. Go down and buy a farm in Mullingar today and eight years from today you'll be

12 building thousands of houses on it. It's just brains, spacial development

13 plan.

14 Q. 97 Yes. The free connection with which Mr. Kennedy achieved to the Pentagon

11:17:24 15 pipeline was obviously a matter of agreement between the parties to the

16 ownership of the Pentagon pipeline of which he was just one owner; isn't that

17 the right?

18 A. Well, you see, I wasn't a party to that. That was left to Mr. Dobson who

19 invested in the pipe as an investment and it was -- so whatever goings on went

11:17:48 20 on at that stage it was between those parties.

21 Q. 98 Sure. It incidentally is just another instance I suggest, of you having an

22 ownership in property or an entity in which documentation is limited as regards

23 identifying you as an owner in the development itself; isn't that so?

24 A. There was never any dispute about documentation on Pentagon. There was a

11:18:14 25 dispute that Mr. Dobson wished to roll back on his original agreement with me.

26 Q. 99 Yes.

27 A. And that became the basis of a court case in this country long before this

28 Tribunal was set up. And for you to say that there's no documentation. I

29 mean, Mr.-- Chairman.

11:18:29 30

- 11:18:29 1 CHAIRMAN: Mr. O'Neill said that there was limited.
- 2 A. Well limited to the extent that there's files and files of Shearwater documents
3 about a court case that deals with the pipeline and minutes of meetings but
4 it's not in your brief, Chairman. Choice of Mr. O'Neill.
- 11:18:44 5
- 6 CHAIRMAN: But in terms of ownership documentation.
- 7 A. But the deals with ownership, the documents in your possession and an argument
8 about who owns what percentages that's been discovered but it's not part of the
9 brief.
- 11:18:55 10
- 11 Q. 100 MR. O'NEILL: The arguments which existed as regards yourself and Mr. Dobson
12 in the Shearwater arrangement did not contain any title documents or any share
13 certificates naming you, Liam Lawlor, as an own owner of the Pentagon pipeline
14 or any interest in Pentagon property services. I think you accept that,
11:19:16 15 Mr. Lawlor; isn't that so?
- 16 A. Yes. But that wasn't of my making. I have no intent for any reason other
17 than if Mr. Dobson's lawyers didn't give me the paperwork which he didn't and
18 it ended up in part of a dispute with him. It was all discovered to the court
19 and it was a settlements of this pendens.
- 11:19:36 20 Q. 101 And I was enquiring about your knowledge really of Mr. Kennedy's Lucan land
21 interests in and around the time in 1981, when the council's decision to rezone
22 these or to include these lands in the Development Plan draft as residential
23 lands was reversed. You say that as of that date in 1981 you're not -- we
24 were not aware of Mr. Kennedy having any interest in these lands though he had
11:20:11 25 an interest in Westin Park, which is further on?
- 26 A. That's my recollection. I have no recollection of having any involvement with
27 these neighbours lands, no.
- 28 Q. 102 And at what point did you understand or come to learn that he did have an
29 interest in the lands which were immediately to the north of your holding at
11:20:31 30 Somerton and?

- 11:20:32 1 A. Well my only understanding of Mr. Kennedy is he was acting for Mr. Blake.
- 2 Q. 103 I see.
- 3 A. He had an office in Lucan, which was an auctioneer's office. And he was
- 4 selling houses in Westin Park and I didn't know for who, what developer.
- 11:20:47 5 There was a company building and he was the sales agent.
- 6 Q. 104 I see.
- 7 A. So Mr. Kennedy had himself established as a property advisor. I recall him
- 8 selling land to the council in Rathcoole for park land. I remember him
- 9 selling land in Liffey Valley for what is today the Liffey Valley as an agent
- 11:21:08 10 so Mr. Kennedy quite active as a property advisor, estate agent in the area and
- 11 purported to represent these people rather than be an owner himself.
- 12 Q. 105 I see. Did that remain the position or did it happen that at a particular time
- 13 you learned that he was in fact the owner through companies which included
- 14 Financial Indemnity Company and others of the lands to the authority?
- 11:21:33 15 A. No, like Financial Indemnity to me was some sort of a financial vehicle which I
- 16 assumed was some form of insurance company investment. I had never any
- 17 knowledge of the workings of it or any dealings with it other than to be aware
- 18 of its name. Now, I always formed the opinion that this some major financial
- 19 vehicle of which insurance companies had investments and people acted for it.
- 11:22:01 20 But I didn't fully understand the detail of the or the background to it at all.
- 21 Q. 106 Well did you ever understand Mr. Kennedy to be ultimately the beneficial
- 22 economic owner of lands surrounding your property at Somerton?
- 23 A. No, I always assumed that this major financial vehicle was something that he
- 24 was advising and negotiating on their behalf.
- 11:22:29 25 Q. 107 I see.
- 26 A. And it was the late Henry Beatty was also a partner of his and native to the
- 27 area. They appeared to be the people negotiating on behalf of the Rogers and
- 28 the Stassen and the Blakes and so forth.
- 29 Q. 108 Negotiating on behalf of Financial Indemnity Company?
- 11:22:48 30 A. Well yes, they were sort of bringing the landowner and this financial vehicle

11:22:52 1 together and the financial vehicle was the controller and funder of these
2 projects. But I had never any understanding of exactly who Financial
3 Indemnity was. My recollection of what limited knowledge I had was that it
4 was an insurance company that was investing on behalf of its investors and that
11:23:13 5 these people were representing that vehicle and probably being paid fees or
6 under some arrangement.

7 Q. 109 And did you know of Mr. Caldwell's association or interest in Financial
8 Indemnity Company?

9 A. Well it was from that office that I would have heard from the name because it
11:23:31 10 appeared from that office that they legally acted on behalf of this Financial
11 Indemnity which sounded and I asked about it sometime I think possibly of
12 Mr. Caldwell and he said it was insurance, people took out substantial
13 insurance policies and that money was invested and so forth. So I took it to
14 be an investment vehicle and that these parties were acting for and
11:23:53 15 representing that investment vehicle.

16 Q. 110 And when did you go to Binchys and to Mr. Caldwell at this time?

17 A. I have no idea when I first started dealing with the practice. I really can't
18 recall when I first went. Because my first dealings with the office of Binchy
19 & Partners was with a Mr. Brian Gartland on a personal, I think it was to do
11:24:21 20 with the possible acquisition of the 23 acres or something, I can't even
21 remember who acted for me then.

22 Q. 111 Right.

23 A. Maybe it's in the purchase of the house. But I know my first dealings with
24 the office was a Mr. Gartland.

11:24:34 25 Q. 112 Yes. Mr. Gartland I think deals or dealt with that the point in time when he
26 was a member of that firm with conveyancing matters; isn't that so?

27 A. That would be my recollection of dealing with the practice of Binchy &
28 Partners.

29 Q. 113 Did that introduction to Binchys come through Mr. Jim Kennedy or was it
11:24:53 30 independent of him?

- 11:24:54 1 A. It would be actually my recollection at the first time I actually had any
2 dealings with was with Mr. Frank Fitzpatrick.
- 3 Q. 114 And the firm was Fitzpatrick's?
4 A. And then it went on to be Binchys.
- 11:25:11 5 Q. 115 That's right.
6 A. I do recall I met Mr. Frank Fitzpatrick and I think he then took up residency
7 in Spain or something. It was through that connection prior to Binchys that I
8 first had contact with the practice.
- 9 Q. 116 Well at what point if, at all, can you recollect your first meeting or first
11:25:27 10 discussions which involved Mr. John Caldwell Mr. Jim Kennedy and touched upon
11 or dealt with the Lucan lands. And I'm talking generally now about the lands
12 at Newcastle Road rather than the lands at Westin Park, which is some distance?
13 A. My evidence here today, if we get to it, will be that when I went in to deal
14 with Mr. John Caldwell on the Coolamber lands, right up to my exiting courtesy
11:25:57 15 of Mr. Caldwell is quite contradictory to Mr. Caldwell's evidence.
16 Mr. Kennedy had nothing to do with it. Nothing at all.
- 17 Q. 117 I'm asking you whether or not you have a recollection of at any time meeting
18 with or discussing with Mr. Kennedy and Mr. Caldwell and yourself land
19 acquisitions, be it these lands or other lands in the area of the Newcastle
11:26:21 20 Road in Lucan?
21 A. I can't recall specifically. I'm trying to think of the Blake lands and the
22 planning issues coming up or whether there was some contact there because I
23 can't be specific about when the first contact was, Mr. O'Neill.
- 24 Q. 118 In any event, to 1981 you had no interest any apparently in having the lands
11:26:43 25 rezoned. You'd made no submissions to the council in relation to the draft
26 Development Plan to the point in 1981 where it had been -- it had reversed the
27 1980 decision; isn't that right?
28 A. Yeah.
- 29 Q. 119 And whilst there's a review process that continued after that time which would
11:27:03 30 have allowed you to make a personal submission to have your lands rezoned, you

- 11:27:10 1 didn't do so; isn't that right?
- 2 A. No, I took the decision because of the politics of the situation, no, I didn't.
- 3 Q. 120 At the same time, is it the case that you did investigate the question of
- 4 seeking to rezone your lands or obtain planning permission for them?
- 11:27:27 5 A. That I what?
- 6 Q. 121 You investigated the potential of your lands for development with the planning
- 7 officials and with others to establish whether or not you could sell the lands
- 8 on for development purposes; isn't that so?
- 9 A. No, I don't.
- 11:27:42 10 Q. 122 You don't believe that?
- 11 A. That I consulted with officials?
- 12 Q. 123 Yes.
- 13 A. Well I don't think I would need to consult with too many people. I would
- 14 fairly well know the situation myself I would have thought.
- 11:27:55 15 Q. 124 Your bank I think who would have lent the money in respect of the acquisition
- 16 of the 23 acres was pressing for --
- 17 A. I wouldn't have needed to consult with anybody. I might have consulted but I
- 18 didn't need to if that's the point you're making no. No, I would be able to
- 19 make a quick analysis of the situation very clearly.
- 11:28:15 20 Q. 125 Well is it the case that you did have proposals then at some point after 1981
- 21 to develop these lands or to sell them with the benefit of development
- 22 potential?
- 23 A. But sure they didn't have it so I don't know how I could be talking about
- 24 trying to do something that I would have known not to be practical. So I
- 11:28:35 25 don't quite follow the question as to did I do something or what am I supposed
- 26 to
- 27 Q. 126 Well what I was asking you really, Mr. Lawlor, was in the context of the
- 28 acquisition of this land in Somerton. That land was acquired, you
- 29 acknowledge, at a price that was over and above the agricultural value of the
- 11:28:56 30 lands at the time. You say you made no application to have the lands rezoned,

11:29:01 1 yet councillors in the area apparently made that application and it was
2 ultimately rejected. And I'm wondering whether or not you independently had
3 any moves afoot to have these lands either brought up to development potential
4 by consulting with the council officials or by making any application for
11:29:26 5 planning yourself at the time?

6 A. But, sure, Mr. O'Neill it would have been a political public decision making
7 process to have I have any development on the land, so you could consult with
8 all of the officials in the world. So I don't quite follow the point really.

9 Q. 127 No. Well can I suggest to you that you did in fact have plans to develop these
11:29:46 10 lands, you consulted architects in relation to it, you had prepared drawings
11 showing potential development on these lands and you were submitting these
12 documents to your bank as proof of the fact that you would be in a position to
13 repay a substantial indebtedness which you had at the time?

14 A. Sure that could have been the hope value that you spoke about earlier. But
11:30:09 15 sure that couldn't be advanced unless the political processing decision was
16 carried out in public. So if you put forward suggestions as to the potential
17 what might have happened could have been to give the bank some comfort of going
18 forward there could have been this possibility, yes. And I think eventually we
19 got planning permission for a golf driving range and the residence again so,
11:30:35 20 yes.

21 Q. 128 At what point did you change your mind from the belief that it was simply to be
22 purchased for the purpose of having surrounding acreage around your house to
23 the idea that it was a development project as such?

24 A. I have no idea. This sounds, Chairman. I mean.

11:30:52 25 Q. 129 You don't know.

26 A. I can speculate all day for Mr. O'Neill but sure I don't know the relevance of
27 it.

28 Q. 130 I'm not asking you to speculate, Mr. Lawlor. I'm asking you whether or not it
29 was the case that you had at some point in time in the 1980s decided that this
11:31:08 30 land had development potential and if so what you did to achieve that

- 11:31:12 1 development potential?
- 2 A. Well whatever I did is there on the public record. I can't -- I remember the
- 3 golf driving range issue. I mentioned earlier to you I remember looking at
- 4 the possibility of some detached houses on it and that's my recollection of it.
- 11:31:27 5 Q. 131 Did you discuss those matters with either Mr. Kennedy or Mr. Caldwell or indeed
- 6 did you discuss it with them in combination so that Mr.--
- 7 A. No, I wouldn't see Mr. Kennedy having anything to do with it. Possibility
- 8 Mr. Caldwell whose practice, another partner of his would have been dealing
- 9 with the banks at the time.
- 11:31:49 10
- 11 But I couldn't see what relevance or importance or involvement Mr. Kennedy
- 12 would have under any guise. But certainly Mr. Caldwell -- because I think we
- 13 were trying to see because the roads department were talking about cutting off
- 14 a bad bend and there was a contract produced with a company Catlan I think
- 11:32:11 15 Mr. Caldwell was hoping he might be able to get some finance. The banks were
- 16 pressing for repayment at the time and I had detailed discussions with
- 17 Mr. Caldwell at the time about the matter, yes. But I don't see where
- 18 Mr. Kennedy had anything to do with it.
- 19 Q. 132 We'll see at page 3506, that in 1985 you were in communication with your then
- 11:32:33 20 bankers at ACC.
- 21 A. Sure.
- 22 Q. 133 The 6th of June. Where you write saying:
- 23
- 24 "I wish to bring you up-to-date on the proposed disposal of the sites at
- 11:32:44 25 Somerton and confirm the actions that have been taken by the intended
- 26 purchasers, Financial Indemnity Co. Limited".
- 27
- 28 It follows from that I think, Mr. Lawlor, that you had been engaged in some
- 29 form of negotiations or agreement with Mr. Caldwell and Financial Indemnity
- 11:33:03 30 Company with regard to development?

- 11:33:04 1 A. Sure, yeah.
- 2 Q. 134 Can you remember what those discussions were?
- 3 A. Just as they're set out here that there's a possibility going forward that
- 4 these lands could attract that type of development. Because the petrol
- 11:33:16 5 station idea would have been a very logical idea because it was on the route
- 6 out of Lucan where there's substantial housing. Petrol stations are always a
- 7 fire hazard, difficult project to find a location that's not going to be close
- 8 to housing.
- 9
- 11:33:32 10 So from that point of view it would have been a very suitable possibility and
- 11 it was a question of -- I also had had some preliminary discussions as I know
- 12 here with the Department of Education. They were looking for a site for some
- 13 community school college and that. So they were all possible ongoing
- 14 considerations for the land and that was being conveyed to ACC who had quite a
- 11:33:55 15 big exposure to the land at the time. And probably if Liam Lawlor didn't own
- 16 it it would have made eminent sense.
- 17 Q. 135 Right. And you'll see at the reference there to site No. 1 housing.
- 18
- 19 "You enclose preliminary housing layout and discussions have taken place with
- 11:34:12 20 the planning officer and the roads engineer and the a formal planning
- 21 application is being prepared for lodging and attached is a programme of this
- 22 application."
- 23 A. Yeah, the drawings would have had some contact at an official level, sure.
- 24 Q. 136 I think you would agree that you were actively pursuing, as it record in the
- 11:34:32 25 this document in 1985, the development potential of the Somerton lands?
- 26 A. Well I mentioned the housing earlier. The petrol station I had forgotten
- 27 about. And I had forgotten that the department was -- and it was one of about
- 28 four sites that they identified. They built the community college down the
- 29 road about 500 yards later, they actually acquired a site from Mr. Blake. So
- 11:34:56 30 they were actively surveying the possibilities at the time.

- 11:34:59 1 Q. 137 We'll see at page 3507 that attached to the letter there were proposals. They
2 included the proposed housing layout for 55 sites on the land; isn't that
3 right? The petrol filling station, commercial centre layout and planning
4 programme of that intended scheme; isn't that right?
- 11:35:19 5 A. That's right and the bypass was due to commence in '85.
- 6 Q. 138 And it identifies a firm of --
- 7 A. Sure.
- 8 Q. 139 Architects who were engaged by you in the process?
- 9 A. Yeah, I can't even remember that name until I see it on the page now McNeill, I
11:35:35 10 can't remember who the chap was. Yeah.
- 11 Q. 140 The suggestion was being made here on this letter that the intended purchasers
12 of land were to be Financial Indemnity Company Ireland Limited which I suggest
13 to you you knew to be Mr. John Caldwell's company?
- 14 A. Well, you know, again, it was Mr. Caldwell who was suggesting that if what was
11:36:02 15 suggested here could come to pass he could consider placing the lands with that
16 company because, you know, he appeared to be somebody who advised the company
17 and that he said well, you know, if I had planning for housing and petrol
18 station this company could be interested in it, yes, sure.
- 19 Q. 141 You know that this company doesn't exist other than being a device through
11:36:27 20 which capital taxes were intended to be defrayed by building companies which
21 built lands?
- 22 A. What do you mean I know? How do you assume I know?
- 23 Q. 142 I assume you know because you had dealings with this company. There is no
24 insurance company behind --
- 11:36:40 25 A. Are you asking or telling me what I'm supposed to know?
- 26 Q. 143 I'm putting to you --
- 27 A. I don't know what you're talking about when you make these -- if you want to
28 put questions put them. But don't start putting your view to me as to what I
29 know.
- 11:36:54 30 Q. 144 O.k so, it follows then that you don't know this --

11:36:57 1 A. You have been here getting away with coaching and coercing witnesses for the
2 last two or three weeks. You're not going to do it with me, Mr. O'Neill.
3
4 CHAIRMAN: Mr. Lawlor, you have chosen not to participate in this particular
11:37:10 5 phase and to come in here and accuse Tribunal counsel of coaching and coercing
6 witnesses is a very serious allegation.
7 A. Yes, it is actually and I want you now to rule on what Mr. O'Neill.
8
9 CHAIRMAN: Don't be telling me what you want me to do. I'm just telling you
11:37:25 10 that that is an inappropriate comment to make and it's not correct.
11 A. Chairman, I am now asking you to look at what Mr. O'Neill has said to me by way
12 of a question. He is not asking me a question, Chairman, now be fair. He is
13 not asking me a question. He is putting to me what I am supposed to know.
14
11:37:42 15 CHAIRMAN: Yes.
16 A. And I don't know.
17
18 CHAIRMAN: He is putting to you what he assumes you know. And it's up to you
19 then to deal with that question if you have a difficulty with it.
11:37:51 20 A. Mr. O'Neill is assuming the flexibility and the eligibility to assume what I
21 know. Does he?
22
23 CHAIRMAN: Mr. Lawlor, you are well able to deal with any issue that is put to
24 you on that basis. If you say that Mr. O'Neill is wrong in his assumption
11:38:06 25 then you can say that.
26 A. You are totally wrong.
27 Q. 145 MR. O'NEILL: I'm wrong. Fine. So that you believed from what Mr. Caldwell
28 told you, did you, that Financial Indemnity Company was an insurance company
29 which would fund or be the purchaser of your lands at Somerton; Isn't that what
11:38:29 30 you said?

11:38:30 1 A. Well the only way I got the name was from Mr. Caldwell. The only assumption
2 that I would have was it was a vehicle that was capable of commercially
3 transacting an acquisition. I was happy that Mr. Caldwell was prepared give
4 that consideration based on the requirements I had vis-a-vis dealing with banks
11:38:48 5 and so forth who were pressing for some action on the land.
6
7 And I saw Mr. Caldwell as being very helpful in trying to put forward a
8 suggestion or proposal that might be helpful. Yeah. So and the strength or
9 weakness of the vehicle, I really had no indepth knowledge of and maybe I had
11:39:09 10 an inflated view of what it was but it seemed to me to be a vehicle that was
11 capable of transacting substantial acquisitions and this was an office,
12 Chairman, that seemed to represent very substantial developers in this country
13 going back over twenty previous years. So, you know, that was the way I
14 viewed the matter.

11:39:32 15 Q. 146 You identified them for the purpose of your bank in your letter of the 6th of
16 June as the "intended purchasers". So you must have satisfied yourself as it
17 what --

18 A. I put a company name in here, Mr. O'Neill.

19 Q. 147 You did.

11:39:52 20 A. Yeah.

21 Q. 148 I would like to know what you understood Financial Indemnity Company Limited
22 Ireland to be in the context of Mr. John Caldwell?

23 A. Well I assumed it to be a company that Mr. John Caldwell legally advised.

24 Q. 149 I see. So that --

11:40:07 25 A. Now, whether he had an involvement in it. He was a lawyer with a very
26 commercial cut to him, just look the other man that you had here yesterday.
27 They are lawyers that stick rigidly to their legal work over the years and
28 there are others that go on to have investments and involvements. And
29 Mr. Caldwell to me in those days would have been somebody who could well have
11:40:29 30 had interests and activities in other interests. I recall at another stage he

11:40:35 1 had involvement in the computer sector in the UK. Mr. Caldwell was from
2 North. He could have had investments there. I believe there was a background
3 family history. So Mr. Caldwell in my imagery was a very competent legal man
4 and also seemed to have a very good commercial grasp of things and possibly
11:40:54 5 investments and involvements in these matters which I had no knowledge of.

6 Q. 150 Right. You were being advised by Binchy and Partners solicitors in connection
7 with the proposed sale of your land to this company; is that so?

8 A. This practice advised me right the way through to the eventual disposal and
9 then the court case with Mr. Dobson etc.. So that office acted for me for
11:41:17 10 that period of time going forward substantially, yes.

11 Q. 151 And they were also to act for the intended purchaser as you understood it; is
12 that?

13 A. So well, you know, if there was some finite legal issue between you lawyers or
14 so forth that I had to be represented by another lawyer I would expect to be
11:41:34 15 advised of that. So it could well have been that if the deal was going to
16 come to pass maybe Mr. Caldwell would advise maybe Mr. Lawlor you had better
17 get legal advice yourself and I'm conflicted here and I advise the other party.
18 It never came to that.

19 Q. 152 Right. The existence of the company Catlan Limited I think was referred to in
11:41:58 20 the examination of Mr. Caldwell recently. And we'll see at document 3535 on
21 the brief, the first page of a memorandum of an agreement for the sale of the
22 23 acres surrounding Somerton which is dated the 2nd of June, 1986. A year
23 after the last letter we referred to. In the last letter the intended
24 purchaser was referred as Financial Indemnity Company Limited. And in this
11:42:25 25 document we see that Catlan Investments Limited of 31 College Square, Belfast
26 is the purchaser and you are the vendor; isn't that right?

27 A. Yes. And until you put the previous letter up I didn't recall Financial
28 Indemnity being the company. If you had have mentioned Catlan I would have
29 immediately said I remember that. I didn't actually remember Financial
11:42:47 30 Indemnity was the company referred to in the correspondence. I did recall the

11:42:51 1 name Catlan. Because Mr. Caldwell was attempting to be of assistance to me in
2 the forming or the acquiring or whatever and as far as I knew that was a
3 company that he mentioned with a Belfast connection, which I see here on the
4 screen. And again I assumed that that was some extended commercial connections
11:43:09 5 that Mr. Caldwell had that could be of assistance to me in wanting to acquire
6 the lands at a fair decent price.

7 Q. 153 Right. Did you ever indicate that to your bankers, for example, that Catlan
8 was a company of Mr. Kennedy's? That it would be the purchaser of your lands?

9 A. Well I have no recollection of ever doing so. No recollection of it. Again,
11:43:32 10 because, you know, I don't -- all I recall with Mr. Catlan is Mr. Caldwell and
11 I even see Mr. Gartland was here on it. And I wouldn't have associated
12 Mr. Gartland with the dealings with Catlan but I would Mr. Caldwell. I don't
13 know with where, if any, Mr. Kennedy would feature. I have no recollection of
14 him in this thing at all.

11:43:56 15 Q. 154 Well was there any reality in this contract or was this merely a contract that
16 was generated for the purpose of showing it to your bankers and saying here is
17 a contract for sale of the lands give me more time to implement the planning
18 change that is would be required to realise its potential here?

19 A. My recognise election is out of the discussions that which had Mr. Caldwell as
11:44:26 20 an advisor to me he said that he felt that he might be able to get somebody
21 from the north who was interested in investments and so forth. And that was
22 put forward. There was an element of trying to keep the banks satisfied of
23 course because yes, the bank was pressing fairly vigorously.

24
11:44:36 25 So where the fact rests between satisfying the bank with a company that's
26 interested and the substance of the company being capable of succeeding, you
27 know. And the company was never going to be able to succeed unless it acquired
28 subject to the planning, because it wouldn't pay that sort of money unless
29 there was. So there was quite a torturous process going forward.

11:44:59 30 Q. 155 Can I ask you, Mr. Lawlor whether this company, Catlan Limited, was a bona fide

- 11:45:06 1 arms' length purchaser of the lands. Or whether it was a company which had
2 been formed in association with yourself and others so that --
- 3 A. No, I had no background knowledge of Catlan and it was certainly an arm's
4 length transaction that might come to pass. And there was a big might hanging
11:45:24 5 over it yes.
- 6 Q. 156 You would have had no interest in Catlan on that explanation of events you have
7 given; isn't that so?
- 8 A. Not that I recall. Well I was trying to satisfy the bank and get some of the
9 lands sold. That was my recollection of it.
- 11:45:34 10 Q. 157 Is it possible that you were to be party in the Catlan company. You'd sell to
11 Catlan?
- 12 A. I have no recollection of that.
- 13 Q. 158 Well is it possible that that was the case?
- 14 A. Sure if I can't recollect it I can't say whether it's possible or not.
- 11:45:48 15 Q. 159 Well you could say whether it was possible that you would have considered using
16 a company which would nominally be a purchaser from you but which in fact you
17 would be a beneficial owner of. That concept?
- 18 A. I don't recollect that aspect. I just recollect this Catlan company was
19 formed and it was a project or proposal put forward and so forth as you have it
11:46:12 20 there what the ongoing. Because the other point is, Mr. O'Neill, what was set
21 out there wouldn't have taken up the totality of the land. So there was other
22 land that could be developed in the future within the total 23 acres.
23
- 24 So if you have some note or something that has come to your possession that
11:46:30 25 there is some reference to me. I dent recollect it. I felt that this was an
26 arm's length sale but there was surplus land, so I would have definitely had an
27 ongoing involvement because if Catlan contracted and concluded that contract
28 then the other lands around the Catlan acquisitions. So I really don't
29 recollect other than that was the way that it was structured.
- 11:46:54 30 Q. 160 Well there is other documentation that might assist you in your recall now that

11:47:00 1 you say you cannot recollect it. I can put it on screen and give ah hard copy
2 of it as well, Mr. Lawlor.

3 A. Sure. Is this in the brief, Chairman.

4 Q. 161 No it's not. That's why I'm giving it to you now.

11:47:30 5 A. Why isn't it?

6 Q. 162 Because I was not to know amongst other thing that is you would deny --

7 A. Holding it back as an entrapment.

8

9 CHAIRMAN: Mr. Lawlor, it's not entrapment.

11:47:41 10 Q. 163 MR. O'NEILL: This document was generated year after the contract document
11 that we've looked at a little earlier Mr. Lawlor, on the 14th of May 1987. And
12 again, as you see, it's from Bank of Ireland, which is one of the financial
13 institutions that you were indebted to at the time. And it records that
14 "further to a telephone conversation I enclose a letter dated the 13th inst
11:48:17 15 received from Binchy & Partners solicitors.

16

17 You will note that the closing date on the contract for the sale of
18 Mr. Lawlor's lands at Catlan investments is the 31st of May 1988. However,
19 Mr. Lawlor has intimated to me verbally on a number of occasions that he
11:48:33 20 anticipated that the completion date of the sale before the end of 1987.

21

22 I understand that Catlan Investments Limited is a company owned by Mr. Jim
23 Kennedy, the land developer who has purchased a lot of building development
24 land in the Lucan area.

11:48:45 25

26 There are a number of private and internal arrangements between Mr. Lawlor and
27 Mr. Kennedy, which given the sensitivity of Mr. Lawlor's political position
28 would not be obvious to the outsider, hence Lawlor's statement regarding early
29 closing of the purchase deal. If you wish to discuss the matter, please do not
11:49:04 30 hesitate to contact me."

11:49:04 1 This was a communication internally within the bank.
2
3 And could I suggest that that could only have been generated on the basis of
4 your indicating to the bank that behind Catlan was in fact a substantial
11:49:15 5 developer in the area Mr. Jim Kennedy, with whom you had dealings?
6 A. You can't suggest that no.
7 Q. 164 I am suggesting it. You can reject it.?
8 A. No, you can't. Mr. Cocks obviously has come to certain conclusions. And I
9 just want to know why is it not in the brief?
11:49:32 10 Q. 165 Mr.--
11 A. Is there an explained reason it's not in the brief.
12 Q. 166 It is not in the brief Mr. Lawlor, because it deals with the Somerton lands
13 which will be the subject of another phase of this inquiry?
14 A. Why don't you deal with them then. You brought me in here to ask me about
11:49:50 15 Coolamber today.
16
17 CHAIRMAN: Mr. Lawlor this part of the inquiry is to establish the extent of
18 your relationship with Mr. Kennedy and Mr. Caldwell in these early years. And
19 it couldn't have been known to the Tribunal that you would say that you had a
11:50:08 20 little knowledge of the link between Mr. Kennedy and Mr. Catlan as you say you
21 have. It's only for that reason.
22 A. Sorry am I wrong here, Chairman. Am I here to discuss Coolamber today or not?
23
24 CHAIRMAN: Yes, you are here to discuss Coolamber and you say --
11:50:19 25 A. We're not discussing Coolamber now.
26
27 CHAIRMAN: This is part of Coolamber. You say that Mr. Caldwell was wrong
28 when he gave evidence to the effect that yourself and Mr. Kennedy were partners
29 to some degree in the purchase of Coolamber lands.
11:50:42 30 A. Yeah. And if you would deal with that I'd be delighted to.

11:50:46 1
2 CHAIRMAN: So, therefore, that raises the issue which we must look into,
3 whether or not Mr. Caldwell is correct or whether or not you are correct. And
4 we must look at the extent of the relationship leading up to the purchase of
11:51:02 5 the Coolamber lands as between yourself and Mr. Kennedy. And to that extent
6 it's wrong.
7 A. Chairman, I appreciate what you're saying, Chairman. It's just that as
8 follows. I am here and I have researched and tried to prepare to deal with
9 every aspect of Coolamber. Now, that was my understanding.
11:51:20 10
11 CHAIRMAN: But that is an aspect of Coolamber.
12 A. But, you see, it's not. It's an aspect in Mr. Kennedy's so called involvement
13 in Coolamber. And that's what I'm here to deal with, but that's not what I'm
14 being questioned about now.
11:51:35 15
16 CHAIRMAN: But this issue has arisen because it's necessary for the Tribunal
17 to establish who were the parties who initially were involved in the purchase
18 of the Coolamber lands. And it's for that reason that we have to look at the
19 relationship between yourself and Mr. Kennedy such as it was.
11:51:54 20 A. Chairman, would it not be the proper way around to deal with Mr. Kennedy,
21 Coolamber, Mr. Kennedy, Mr. Caldwell, Mr. Goodman, Mr. Lawlor. And then if
22 that is inconclusive or otherwise. But this is not anything to do with
23 Coolamber.
24
11:52:07 25 CHAIRMAN: This is to do --
26 A. It has absolutely nothing to do with Coolamber.
27
28 CHAIRMAN: But Mr. Lawlor, this is to do with who purchased Coolamber.
29 Because you say Mr. Kennedy wasn't involved. Mr. Caldwell says he was
11:52:18 30 involved. So how --

11:52:20 1 A. Why don't you deal with that then?
2
3 CHAIRMAN: This is what we are dealing with
4 A. You're not dealing with it, Chairman. With due respect you're not.
11:52:30 5
6 CHAIRMAN: We'll dealing with the relationship between yourself and
7 Mr. Kennedy. How else can -- Mr. Kennedy could have owned half of Somerton.
8 That doesn't say he had anything to do with Coolamber
9
10 CHAIRMAN: Mr. Kennedy could have owned Cruck House. It doesn't necessarily
11 say --.
12
13 CHAIRMAN: Exactly. It doesn't necessarily follow that even if that was the
14 case that he had anything to do with Coolamber. But we have to examine.
11:52:52 15 A. All right. Do it your way around. It just doesn't seem to make sense to me
16 that we are dealing with other matters other than what I thought I was asked to
17 come in and deal with for you. Fine.
18
19 Q. 167 MR. O'NEILL: The Coolamber lands, Mr. Lawlor, were at the same time as you
11:53:07 20 were involved in your negotiations with and your dealings with Mr. Caldwell and
21 Binchy & Partners in connection Somerton, they are also dealing with the
22 question of the acquisition of the lands at Coolamber
23 A. They're not related.
24 Q. 168 So you say.
11:53:25 25 A. Not in the slightest. Never were and never will be.
26 Q. 169 You in 1986 I suggest, were involved discussing the benefits or otherwise of
27 the development of the Coolamber lands with Mr. Bill Riordan; isn't that so?
28 A. It could be. But my -- I came in to Coolamber after my discussion with
29 Mr. Larry Goodman. Before that it's -- I've read this transcript or tried to
11:54:01 30 read all of these days of evidence and so forth. There's various companies

11:54:07 1 that I now see mentioned in the brief, Jenkinstown and some other, hawk
2 something. I have no knowledge of those. None whatsoever.

3 Q. 170 So you say.

4 A. I came in here to deal with this land in the greatest minutae and then not at
11:54:28 5 all. Much to the detriment of myself and Larry Goodman as it has now unfolded
6 here. I thought that I was coming here to the day I went in to John Caldwell
7 and issued him instructions. And that's the only thing to do with the
8 acquisition. What went on before --
9

11:54:46 10 CHAIRMAN: Mr. Lawlor, that's your view. Unfortunately, it's not as simple
11 as that. We have to look, because there is a huge conflict as between
12 yourself and Mr. Caldwell. We have to. We can't just start on the day you
13 meet Mr. Goodman or the day you meet Mr. Caldwell. We have to look into the
14 background.

11:55:06 15 A. I appreciate what you're saying. I would have thought, Chairman, that if you
16 were dissatisfied at the end of the Coolamber hearings then you would have to
17 go back and say look your in evidence Coolamber is contradicted by some
18 previous discussions or contacts as we are now going to embark on. I have no
19 problem dealing with it. I may have got it wrong, Chairman, as to the way. I
11:55:26 20 have tried in the great detail, to take from the day I went in to see
21 Mr. Caldwell and instruct him forward, which was what dealt with Coolamber.
22 That was what I came in sort of attempting to try and address today. If you
23 want to go back or forward it's your choice, Chairman.
24

11:55:45 25 CHAIRMAN: It's clear, Mr. Lawlor that Mr. Caldwell and yourself don't agree
26 on those, on the basis on which you met in those early days.

27 A. Well the sooner you get to it the bigger the disagreement will be, Chairman.
28 In the interim periods if we want to dance around the margins about what did or
29 didn't happen.
11:56:03 30

11:56:03 1 CHAIRMAN: We're not dancing around the margins. This is very much part of
2 the inquiry and it's going to continue.

3 A. I appreciate that, Chairman. I am here to be of assistance if I can at all.
4 All I'm saying is that what went on prior to the day I went in to John Caldwell
11:56:21 5 is quite an irrelevancy.

6
7 CHAIRMAN: Well it's not. We'll take a ten minute break.

8
9 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

11:56:45 10 **AND RESUMED AS FOLLOWS:**

11
12 Q. 171 MR. O'NEILL: Mr. Lawlor, in 1985 you were involved with Mr. Kennedy in
13 connection with the Pentagon pipeline and Mr. Dobson; isn't that so? By way of
14 an aid memoire can I just tell you the by law approval was issued in 1985 for
12:12:11 15 the scheme. It was presumably the culmination of the plan which had been
16 discussed.

17 A. I suggested to Mr. Dobson the investment. Mr. Dobson then took the issue
18 forward with Mr. Riordan. So I didn't have any great detailed involvement.
19 They were the people that were dealing with the matter. They could have
12:12:33 20 consulted with me from time to time. But that was the sort of -- it was
21 Mr. Dobson's finance that was being invested and Mr. Riordan was the overseeing
22 the construction of the infrastructure.

23 Q. 172 Do you not recognise Mr. Kennedy to have an interest in it that the point in
24 time?

12:12:53 25 A. But, you see, because it was the Blakes lands that was going to drain into it
26 and the agreement was that they would have connections. I was never clear
27 whether it was Blake money or Kennedy money or whose money was the other 50%.
28 That was the, you know, and it wasn't -- once they were prepared fund it to the
29 tune of 50%. Because it was Bill Riordan brokered the discussions and came up
12:13:20 30 with the costings and came up with the financial requirement within the region

12:13:26 1 of 400,000 pounds. And the proposition that was put to Mr. Dobson was to
2 invest 200,000 pounds. Now, the ongoing situation was not something that I
3 was involved in any day-to-day involvement. And I don't believe that
4 Mr. Kennedy had that great involvement in it other than he was representing the
12:13:44 5 Blakes and their land couldn't be developed without the drainage coming
6 forward.

7 Q. 173 Yes.

8 A. So whatever the inter relationship was on that side of the line I wasn't that
9 terribly knowledgeable about.

12:13:58 10 Q. 174 Well are you saying that you were unaware of the fact that Mr. Kennedy was in
11 beneficial ownership of the Pentagon Pipeline?

12 A. I wasn't aware of beneficial ownership. I wasn't aware of who held the 50%.
13 He could have held some or all of it. He could have been advising Blake, it
14 could have been Blake's that were holding the 50%. Or it could have been
12:14:24 15 FICOL, as they called or Financial Indemnity Company. I wasn't aware of who
16 specifically held that shareholding. I was very clear on Mr. Dobson's holding
17 because it was on that side of the line that I'd agreed the transaction.

18 Q. 175 And is there any reason why you didn't want to or didn't establish who exactly
19 your fellow partners would be in this venture other than Mr. Dobson?

12:14:45 20 A. I didn't really, once the thing was done I sort of I knew Bill Riordan, he was
21 a competent commercial person, he was going to oversee the construction of it
22 he was going to have the tenders submitted and he was going to evaluate them
23 and whatever technical advice he needed to get for that, that was all something
24 that could be done by those parties. I wasn't really that bothered. I was
12:15:11 25 quite committed and busy with other things. Once I got Dobson to agree I
26 pretty well left them to it.

27 Q. 176 Could I suggest to that you Mr. Dobson was representing the interests of
28 yourself and Mr. Kennedy in dealing with the Pentagon pipeline.

29 A. Mr. Dobson?

12:15:28 30 Q. 177 Sorry, Mr. Riordan, I beg your pardon. Mr. Riordan had a capacity here where

- 12:15:34 1 he was acting, I suggest to you, in a capacity where he was fronting for
2 yourself and for Mr. Kennedy; do you agree with that?
- 3 A. No, Mr. Riordan was a sort of a hired hand to do the job or to oversee the job.
- 4 Q. 178 Yes.
- 12:15:49 5 A. But he didn't -- I don't know where he could be fronting for Mr. Dobson was
6 investing his money. His shareholding was to be held to his order. I had
7 introduced him. Told him about my land would drain into this drainage. It
8 would also have the capacity to drain over lands and so forth. So Mr. Riordan
9 was really there to see the job done.
- 12:16:11 10 Q. 179 Fine. You see in him in the capacity as an employee rather than in the
11 capacity of being a shareholder or moving force in the operation?
- 12 A. Yeah. He had his own company which was going to oversee the totality of the
13 project, yes. He was arm's length from my point of view.
- 14 Q. 180 But you do I think, accept that the Pentagon project involved at the end of the
12:16:34 15 day yourself and Mr. Caldwell and Mr. Kennedy; isn't that so?
- 16 A. Yes, but you've got to be clear Mr. O'Neill. Because it is important from my
17 point of view here at this Tribunal that, you know, I suppose to this day I
18 don't know what Mr. Kennedy holds or doesn't hold or owns or doesn't own.
19 Because the man never, ever discussed what he held or didn't hold.
- 12:16:59 20 Q. 181 Right.
- 21 A. He always put himself forward as advising. So, you know, what shareholding
22 was on -- I am absolutely clear a company called Clearview held 50% of
23 Pentagon. And another company and I can't even recall the detailed name of it,
24 held another 50%. Now, who owned the other 50%. Because Blakes lands was
12:17:24 25 going to benefit from it I presume that they had some investment and some
26 involvement with their agent Mr. Beatty and Mr. Kennedy.
- 27 Q. 182 Right. You've seen all of the documentation in the brief of documentation
28 circularised to you over time, Mr. Lawlor, and you've also discovered
29 documentation which in turn was provided to you by others and has come to the
12:17:49 30 Tribunal both from your source and from them. And there is nothing to indicate

- 12:17:52 1 that the Blakes ever had an interest in the Pentagon pipeline; isn't that
2 right? As far as you know?
- 3 A. The only thing was they were going to be the major beneficiaries of it.
- 4 Q. 183 The owners of their lands would be. If they were the owners they would be the
12:18:07 5 beneficiaries?
- 6 A. I was never clear that they had sold their lands because I think there was a
7 number of false dawns with the Blakes and how they went about their business
8 and there was delays or whatever. I was never familiar whether they had
9 stayed on as a participant in it or had actually sold it straight. I was
12:18:25 10 never aware of it. I didn't actually bother myself to be aware of it and it
11 didn't really effect me.
- 12 Q. 184 The whole purpose of the Pentegon project was to utilise that means of drainage
13 of the lands to the south of the Lucan bypass; isn't that so?
- 14 A. So yeah. Just, I mean, the whole reason why it came about was because of the
12:18:46 15 council preparing to issue a bylaw.
- 16 Q. 185 And the way in which Pentagon could benefit is if it could get adjoining
17 landowners to contribute on a site by site basis for connections or if the
18 owners of the Pentagon pipeline could themselves acquire the surrounding lands;
19 isn't that so?
- 12:19:08 20 A. Whichever, yeah.
- 21 Q. 186 They are the two means?
- 22 A. Yeah.
- 23 Q. 187 And do you know that Mr. Kennedy, through companies associated with him,
24 Breston and Rafton, sought options and acquired options over the lands in that
12:19:26 25 area including Airlie Stud lands and Stassen lands?
- 26 A. Those names or companies don't mean anything to me.
- 27 Q. 188 Are you aware irrespective of the names of the companies whether Mr. Kennedy
28 was engaged in acquiring options over these lands which allowed him if he
29 exercised the option to develop those lands and use them --
- 12:19:42 30 A. If I had any knowledge of that I would have assumed that it was this FICOL

- 12:19:46 1 finance indemnity was the vehicle and not those companies. And that seemed to
2 be the bigger picture that they were capable of trying to fund with these
3 adjoining land owners Messrs. Rogers and Stassen.
- 4 Q. 189 Would you not see Pentagon which would be the company who would benefit in the
12:20:06 5 first instance who would benefit by making the pipe connections to companies?
- 6 A. Well, no like as it has panned out in time. Maplewood Homes has spent 6
7 million buying Stassen land and now they have to negotiation connections. The
8 owner of the land has the important ingredient. And whoever put up the risk
9 investment for the drainage has the connections and between these two parties
12:20:29 10 they come to some sort of commercial agreement. So it would be very nice if the
11 owner of the pipe had the resources to own the land.
- 12 Q. 190 Yes.
- 13 A. But to own the land was a very big financial step.
- 14 Q. 191 Depending --
- 12:20:41 15 A. I wasn't a party to that particular aspect of it because I didn't have the
16 finance to assist in the acquisition. And if I had I would have seen it as
17 quite a good investment, yes.
- 18 Q. 192 But Mr. Kennedy, I suggest to you, was a person who took options over these
19 lands. The options were acquired for relatively small money and they were
12:21:02 20 subject to planning permission being obtained?
- 21 A. But I wasn't so aware that Mr. Kennedy was a very heavy hitting financial man.
22 I had him in a category of being a property agent and auctioneer and he was a
23 publican and that. But the acquisition of 83 acers from Tim Rogers or 55
24 acres from a very successful businessman Nick Stassen, was a very substantial
12:21:27 25 business matter. I didn't see that Jim Kennedy was capable of acquiring those
26 lands in his own right ever.
- 27 Q. 193 Well of course, he could acquire them if he had an option over them. He could
28 exercise that option if he acquired planning permission or rezoning. You are
29 aware of that?
- 12:21:43 30 A. But that was expecting other fairly wealthy landowners to be prepared to enter

12:21:50 1 into some sort of transaction that might be, you know, fit his requirement.

2 Q. 194 Which they did?

3 A. Or maybe -- I'm not aware of the detail of what they did or didn't do, no.

4 Q. 195 I was just putting to you that Mr. Kennedy was a person who successfully

12:22:05 5 negotiated options in respect of the lands at Stassen lands and the Airlie Stud

6 lands. That he did so in the 1980s. I'm asking you whether or not you were

7 aware of that as a fact?

8 A. You know, I was aware that there was a possibility that there was other

9 negotiations with other people but I wasn't a party to that detail. And it was

12:22:28 10 never put to Pentagon that Pentagon had to have any pre agreement regarding

11 connections to those lands. Because if that was the case I would have been a

12 party to it and Harry Dobson would have been party to it. And even if the

13 option was exercised subject to planning, it was still millions of pounds of

14 expenditure that had to be funded from somewhere.

12:22:49 15 Q. 196 Yes.

16 A. And it was always going to be quite a substantial equity requirement because, I

17 mean, 83 acres, 80 acres in Airlie and 50 odd at 130, at whatever figures they

18 were. It was going to be a very substantial outlay and there was going to be

19 a very substantial capital required.

12:23:07 20 Q. 197 We'll see that in 1986 Mr. Kennedy, through Mr. Riordan, commenced negotiations

21 to try and acquire an option over the Coolamber lands. Were you aware of

22 that?

23 A. No. I wasn't until I read all of these documents here.

24 Q. 198 Yes.

12:23:25 25 A. I wasn't familiar with the fact that they were in that sort of detailed

26 discussion at all.

27 Q. 199 Fine.

28 A. And my recollection of the Coolamber lands is when Geoffrey Tyrell, my

29 neighbour, came seeking advice as a Dail Deputy councillor. And during that

12:23:43 30 period of time I gave what I thought was the best advice I could to the young

12:23:47 1 man. I had no interest in his lands. I remember he introduced me to his
2 architect town planner, Mr. Shandler. I told him what the long, medium term
3 problems were with the land. I think they went off and retained technical
4 people. And I recall the young man giving me to believe that the family had
12:24:10 5 some banking pressures and they were trying to do what they could and foresee.
6 At that stage I was advising him at arm's length as a neighbour and as a public
7 representative.

8 The next thing I knew there was an advertisement in the newspapers to dispose
9 of the lands. The goings on I wasn't familiar in any detail that I can
12:24:28 10 recall.

11 Q. 200 So Mr. Riordan, who was involved with you in the Pentagon project, you say, was
12 not involved on your behalf in connection with the Coolamber project though
13 they were --

14 A. I had no resources. I had no way of acquiring or assisting in the acquisition
12:24:47 15 of the Coolamber lands. So, like, I mean, I wasn't funding him or paying his
16 salary or asking him to represent me at all, no.

17 Q. 201 I'm not suggesting you were the only person involved, Mr. Lawlor. Nor am I
18 suggesting that it was necessary for your involvement, that you would make a
19 financial contribution. You had not made a financial contribution, for
12:25:07 20 example, in the Pentagon pipeline. Yet nonetheless you ended up with an
21 interest of 25% in it --

22 A. Yeah but that came somewhat later. You don't want to relate those two items,
23 you see.

24 Q. 202 Why not?

12:25:19 25 A. I'll tell you why. Because Mr. Harry Dobson had no involvement or interest in
26 these matters. He was purely providing the finance.

27 Q. 203 Yes.

28 A. Now, I had 23 acres and he had the equity to invest in the services. So I had
29 something to contribute there. I had absolutely nothing to contribute across
12:25:41 30 the road. And I note there are comments and I don't know whether I even

12:25:48 1 commented but looking back with the wisdom of hindsight, this whole talk about
2 draining Coolamber through the Pentagon pipes was a fallacy.

3 Q. 204 Yes. It transpired to be in engineering terms but --

4 A. Correct.

12:26:03 5 Q. 205 But it was believed by, amongst others yourself, that it was feasible at the
6 time.

7 A. I'm not so certain if it had have been thoroughly researched that it was.

8 Q. 206 Thorough research of course established that it wasn't. You were adopting a
9 position in the business plan that you prepared for Coolamber --

12:26:21 10 A. Yeah, I know but I now reflect on that and say Dublin County Council and
11 there's a very very good reason why they wouldn't agree to it. Is that they
12 would end up forever after with a big ESB bill pumping sewage that could go by
13 gravity. And the local authority in perpetuity would end up with this
14 fantastic bill every year maintaining a pump station which they didn't have to.
12:26:45 15 So they were never going to agree to it developing it that way.

16 Q. 207 Well who knows what they would have to do at the end of the day. The position
17 as regards 1986 is that you had an arrangement or a relationship with Mr. Bill
18 Riordan in connection with the Pentagon pipeline. At the same time Mr. Bill
19 Riordan is negotiating on Mr. Kennedy's behalf, he says, to acquire the lands
12:27:08 20 at Coolamber. Is it the case that you were unaware that Mr. Riordan was so
21 negotiating in 1986 or were you aware of that?

22 A. I can't be certain that I was actually aware in detail. The documents throw
23 up a lot more detail than I had any recollection of. Whether I was aware that
24 they were talking to Tyrells or not. And I have to say when Geoffrey Tyrell
12:27:29 25 came to me I don't recall him saying that he was in any negotiations or what
26 advance. Quite honestly I knew nothing about Stewart Harrington advising the
27 family until he appeared in the documents and came here to give evidence.
28
29 So I can't say I was that terribly aware because the advice I was giving to
12:27:48 30 Geoffrey Tyrell was contradictory to the interests of Messrs. Kennedy and

- 12:27:54 1 Riordan to acquire his land. Because I was telling him how he might be able
2 solve his own problems. And it certainly wasn't to the advantage of those
3 people to advance his own circumstances.
- 4 Q. 208 Could I suggest to you that the acquisition of the Coolamber lands was part of
12:28:10 5 the overall intention of those involved in the Pentagon pipeline to achieve the
6 end of rezoning that area of south Lucan to their advantage?
- 7 A. No, the Coolamber lands just like I said about my own, it came for public sale.
- 8 Q. 209 Yes.
- 9 A. And in reacting to that fact that it was for sale I did what I did. I spoke
12:28:33 10 to Larry Goodman about it. And, you know. So it wasn't part of any great --
11 if Tyrells never sold their land or went to public auction or put it in for
12 tender. They might have held on to it, they had to have financial ability to
13 hold on. They were selling off something that had good, medium to long-term
14 potential. So it wasn't a great decision for Tyrells. It was sort of forced
12:28:57 15 on them by a bank which I could write the script on.
- 16 Q. 210 You're unclear I think in your mind as to whether or not you did or did not
17 discuss this with Mr. Riordan in 1986; is that the position?
- 18 A. Bill Riordan consulted with me fairly regularly, so he could have asked me what
19 the solutions technically or I could have given him some thoughts or
12:29:23 20 information on it just as I did to Geoffrey Tyrell, yeah.
- 21 Q. 211 I think you know that in the course of his dealings with the Tyrell family
22 Mr. Riordan produced a document which he said was prepared by his client which
23 is a document, I suggest, that was prepared by you. And we'll see that at page
24 2868. It's a draft scheduled agreement showing a process through which the
12:29:50 25 Coolamber lands would be the subject of an option.
- 26 A. Well you're suggesting. I can't be certain. Bill Riordan could have
27 produced that.
- 28 Q. 212 Well I'm suggesting to you, Mr. Lawlor, that it's a document which was created
29 by you.
- 12:30:08 30 A. I have no idea. I have no idea.

12:30:10 1 Q. 213 Fine.

2 A. If it was created by me. That could have been the basis of I responding to

3 him on the telephone. Sure, you know, negotiating, you know, that's the sort

4 of timeframe you'll need in those circumstances if whether it ever comes to

12:30:28 5 pass or not.

6 Q. 214 If this was a document prepared by you, I'm suggesting to you, Mr. Lawlor, that

7 it indicates that you had gone through a pretty detailed analysis of what the

8 project was which was envisaged at the time --

9 A. But, sure, you know, I don't know. That equally could be Bill Riordan's

12:30:46 10 product. I don't know.

11 Q. 215 Well I have to suggest to you that it is a signature document of your's insofar

12 as you have prepared exactly similar formatted documents in respect of each of

13 the subject matters that are currently under inquiry with you in the Tribunal,

14 particularly in Baldoyle and elsewhere. They follow this format.

12:31:07 15 A. Well do you not think now, Mr. O'Neill --

16 Q. 216 Yes.

17 A. That it's a format that any logical, reasoned, intelligent person would do in

18 looking towards a forward plan of a development. It wouldn't be unique to a

19 patent I'd have it. I mean, anybody looking at what are we going to do about

12:31:22 20 this land in Mullingar. We acquire it. It comes up for review.

21 Q. 217 Yes.

22 A. You get drainage. There's nothing scientific about that.

23 Q. 218 I accept that it they're all perfectly logical steps Mr. Lawlor, to take in any

24 any development. But I'm putting to you that the manner of the presentation

12:31:41 25 as it is in this format, in a landscape format on a page is a signature of your

26 documentation. This was produced I suggest by you.

27 A. My signature is not here so I can't say it's yes or no. I'm saying that Bill

28 Riordan could have consulted with me on the phone. I might have given him --

29 Like here's a chap that's going a massive infrastructure 500 yards down the

12:32:04 30 road. So it would be well within his brain power that he could sort of

12:32:10 1 produce it or get some sort of general comment on me from on it. I could have
2 advised Geoffrey Tyrell the same.
3
4 JUDGE KEYS: Mr. Lawlor, are you not in a position identify your own style of
12:32:22 5 preparation in relation to projects? Everybody can generally speaking say
6 that's my style, that's probably my document. Now look at that document.
7 Can you not say that it resembles your style?
8 A. If Mr. Riordan came on the phone to me and asked me those questions, I could
9 have stepped him through. He could have produced the document based on notes
12:32:44 10 he took in discussions with me.
11
12 JUDGE KEYS: If you were to prepare the document would you prepare it in this
13 at that style?
14 A. Oh yeah, if I was preparing a -- I'll just say it's logical, you sign your
12:32:52 15 option and do this, do that. These are all the logical steps.
16
17 JUDGE KEYS: So it's similar to the style of documents you would prepare.
18 A. To the style of any developer want to go forward with a development. It's
19 nothing unique about what you have to do if you acquire land and how you are
12:33:06 20 eventually going to develop it.
21
22 JUDGE KEYS: It's style I'm talking about, Mr. Lawlor.
23 A. We always had lots of that.
24
12:33:13 25 Q. 219 MR. O'NEILL: The document at page 45 of the brief, Mr. Lawlor, is a document
26 which accompanied that particular schedule. And it was a letter to Mr. Tyrell
27 in which he was, he, Mr. Riordan, was setting out the details of what his
28 proposal was at that time and you'll see that it was related to the provision
29 of services to the Cruck House site which we know is the Pentagon pipeline.
12:33:43 30 You note that?

- 12:33:44 1 A. Yeah, that's why I said earlier. I think it's technically something very
2 deficient in it.
- 3 Q. 220 It has technical deficiencies. But it identifies the intending acquirers of
4 the Coolamber lands as those parties who are involved with the Pentagon project
12:34:02 5 of which you are a partner.
- 6 A. Well it just shows how inadequate technically their research was to be putting
7 that forward. When I would very quickly and would then virtually have queried
8 substantially whether it was achievable or not.
- 9 Q. 221 Well you didn't query it when you became involved, as you I think acknowledge.
- 12:34:23 10 A. No, it was a possible way of draining the land. But it transpired that the
11 local authority in any sort of detailed consideration. And I think somewhere
12 in the brief terms hired the excellent services of Mr. Bergin, who I think sort
13 of studied the alternative solution which is today a solution which is what is
14 Coolamber developed lands. So that here what's proposed was never going to be
12:34:51 15 a feasible proposition.
- 16 Q. 222 We're not concerned with the feasibility or otherwise of it but rather the
17 identity of the parties who were making the proposal. If we look to paragraph
18 one or rather point one here and paragraph two of point one it says:
19
- 12:35:06 20 "In the event of my client reaching a satisfactory option agreement with you,
21 my client is prepared to invest in excess of 200,000 pounds to provide the
22 increased capacity to the Cruck House lands and a further estimated 125,000
23 pounds to bring the services up the Newcastle Road to make it technically
24 feasible to seek a planning permission for your lands. The down stream
12:35:33 25 effects of this major upgrading of the existing services in the Lucan area have
26 been adequately provided for by Dublin County Council in their decision to
27 invest in excess of a million pounds to provide the Lucan low level pumping
28 station".
29
- 12:35:46 30 Could I suggest to you that that clearly establishes that the parties for whom

12:35:51 1 Mr. Riordan was representing himself as acting were one and the same as the
2 parties in the Pentagon pipeline?

3 A. Well I had never had discussions with Mr. Riordan about these detailed
4 convections to Tyrells and I wasn't even aware that himself and Mr. Kennedy
12:36:06 5 were in that depth of negotiations with the Tyrell family. I was never in
6 that detail of their activities. Because when I went to acquire, through the
7 finance provided, there was no historics of anybody being involved at the time
8 and certainly not Mr. Kennedy, which is being claimed here. So what
9 negotiations and what they did. And they came to absolutely nothing. It was
10 a complete waste of time and money. And the Tyrells eventually went, as is the
11 facts we have to deal with here rather than the hypotheticals of what might or
12 might not have happened. And it was sold by tender. And what all of this is
13 about never came to anything. A waste of time and money.

14 Q. 223 Could I suggest to you, Mr. Lawlor, that it indicates that the same parties
12:36:54 15 remained involved in the acquisition of the Coolamber lands from 1986
16 throughout until the period when they were ultimately I acquired by the company
17 Navona in 1987?

18 A. No, they had nothing. The Navona situation had nothing to do with this ever.
19 Nothing whatsoever.

12:37:15 20 Q. 224 The role that Mr. Riordan was playing in the acquisition and negotiations of
21 these lands from the Tyrell family in 1986 and '87 was one which was identified
22 to the parties who were selling the lands as being as representative for
23 Mr. Kennedy, that's Jim Kennedy. You are unaware of that?

24 A. Well Bill Riordan wasn't representing me and talking to Tyrells I tell you.
12:37:49 25 Never.

26 Q. 225 He never identified himself as acting for you in respect of the Tyrells. He
27 did --

28 A. I never asked him or he never was. He wasn't acting for me I can tell you.
29 He might have been acting for whoever. But he was not acting for me in
12:38:04 30 talking to Tyrells.

- 12:38:05 1 Q. 226 Was he acting for you as Sarack in the acquisition of the Finnstown lands?
- 2 A. I don't recall whether he was or not. That was -- no.
- 3 Q. 227 It was at the same time as this acquisition.
- 4 A. He was -- Bill Riordan you see came into my situation through his involvement
- 12:38:23 5 in the local Fianna Fail Cumann Castleknock. He was working in ICC at the
- 6 time. He then went into an accountancy practices. I used the services of
- 7 that accountancy practice for APL to assist in the feasibility study. And then
- 8 he formed his own company and, you know, did what he did with that and what he
- 9 did with any other companies. I don't have any detailed recollection.
- 12:38:48 10 Q. 228 Without the detail of the recollection do you have a recollection that
- 11 Mr. Riordan was acting for you through a company called Sarack in the
- 12 acquisition of the lands that are immediately beneath your own lands at
- 13 Somerton, that is the Finnstown House lands?
- 14 A. I don't believe they ever came to anything and if he was negotiating with the
- 12:39:10 15 then owner he consulted with me, yes, he could well have asked me about them
- 16 and what was the potential and should he see could he acquire them, yes, could
- 17 certainly have done that.
- 18 Q. 229 I'm not suggesting that he was acquiring them for himself. I'm asking you
- 19 whether or not it is the case he was acting for you?
- 12:39:25 20 A. Well I had no liquidity or finance to acquire them, so I couldn't be a party to
- 21 acquiring them because I wasn't in a position to do so. What negotiations
- 22 Bill Riordan was having on behalf of a company and if he was able to put some
- 23 sort of a deal together or he wanted something or other and I was able to do
- 24 so, fine. No, I don't recall saying, you know, buy those lands I will be able
- 12:39:52 25 to get part or all of the finance.
- 26 Q. 230 Well what do you recall about it?
- 27 A. I don't recall the name. I didn't recall the name until it came up here. I
- 28 have no recollection of the name of the company until I saw it here in the
- 29 documents leaving names aside what do you recall of the question of Mr. Riordan
- 12:40:11 30 acting for you. I don't recall him acting for me, no.

- 12:40:14 1 Q. 231 I see. Are you saying he didn't or is it just a matter that you're unclear?
- 2 A. I have no recollection of him acting in these matters for me because I didn't
- 3 have the resources for him to act.
- 4 Q. 232 You didn't have the resources to acquire Coolamber either but you did?
- 12:40:28 5 A. Oh, yes I can see how I did arrange the finances very clearly but I didn't ever
- 6 arrange the finances for the acquisition of Finnstown or Airlie or any of those
- 7 because I didn't have the wherewithal to do so.
- 8 Q. 233 Well it wasn't necessary to raise the finances for Airlie because it didn't get
- 9 rezoning or planning permission?
- 12:40:46 10 A. But sure they had to be bought, you had to get the finance.
- 11 Q. 234 Subject to the Airlie Leisure Project succeeding, which it didn't?
- 12 A. But somebody had to pay for legal fees and engineers and architects and all of
- 13 that sort of stuff. Sure they were hardly, I don't know of any lawyers that
- 14 work for nothing.
- 12:41:06 15 Q. 235 Well if you have a partner in the venture, Mr. Caldwell, who doesn't bill you
- 16 for it presumably you get it for nothing?
- 17 A. I don't think he said he didn't ever bill me.
- 18 Q. 236 The acquisition then of the option to acquire Coolamber was not successful.
- 19 We know that Mr. Riordan made endeavours over a period leading to May of 1987
- 12:41:39 20 to acquire the lands by way of option and to acquire it in pieces and various
- 21 other combinations. You mentioned earlier the existence of two other
- 22 companies; Hawk Wind Limited and Jenkinstown Investments Limited. One of
- 23 which is an Isle of Man company the other of which is an Irish company. You
- 24 say you did not learn of the existence of those companies until you were
- 12:42:03 25 circularised with documentation from the Tribunal?
- 26 A. I have no recollection of Kennedy Riordan and Tyrells and all of this
- 27 discussion that is came forward here. My clear recollection is when Geoffrey
- 28 Tyrell came for advice, gave him the best advice I could and some months later
- 29 the land came for sale. All the goings on in between, I have no recollection
- 12:42:26 30 of that at all and it didn't come to anything and I had no input into it that I

12:42:32 1 can recall to any extent. But then again, you know, the Bill Riordan of this
2 world and a lot of other people were repeatedly coming on and looking for
3 comment on that and advice on this and they would get it freely as any
4 constituent or anybody else. And when young Tyrell came over too see me I
12:42:51 5 explained to the chap what I thought he might be able to do with the land going
6 forward to maximise its value.

7
8 But obviously the bank put the maximum pressure on it. They had to put it to
9 tender and sold, very low. My own land as you saw was bought for 6,000 odd an
12:43:07 10 acre. Their land which had much better developmental potential was sold for a
11 lot less and time proved it. Could be drained by gravity didn't need all of
12 this pumping and piping. And 550 houses on it today and it's one of the finest
13 residential schemes in the county and it was developed and Tyrells would have
14 lost out heavily in the value of their asset.

12:43:30 15 Q. 237 Do I gather then that you were unaware until you saw the property publicly
16 advertised that the Coolamber lands were for sale in July of 1987?

17 A. When young Geoffrey Tyrell came over to see me and talked to me it was obvious
18 and I think he would have said to me, you know, that they had some pressures or
19 whatever without going into the detail. So obviously I would have been aware
12:43:56 20 that they were considering doing something. But I genuinely was somewhat
21 surprised when I saw it advertised for tender.

22 Q. 238 You had made no approach you say to the Tyrell family yourself through any
23 company or otherwise to try and acquire the land that the point in time?

24 A. No. And I think one of the things to I might have said to him was they could
12:44:17 25 put it on offer maybe to the council or to the Department of Education who had
26 a necessity for school sites there to try and advise him to enhance the value.
27 Because, like, the local authority was always a potential acquirer of lands out
28 in the developmental areas and management would have the inside track that they
29 could buy agricultural land and later build houses on it in a socioeconomic
12:44:45 30 gain to the locality. It was going to be developed sooner or later. But --

12:44:50 1 so I was surprised I have to say when I saw it for tender in the newspapers.

2 Q. 239 We'll see that the tender date, if we could have page 194 on screen please.

3 The tender date was Wednesday the 22nd of July of 1987. And on that occasion

4 the tender documents were to be opened. There obviously was some advertising

12:45:15 5 period before that which is not capable of being ascertained exactly at the

6 moment. But it was probably two weeks or so before this date that the public

7 tender was advertised as we see in the newspaper advertisement on screen?

8 A. Sure.

9 Q. 240 Do you say that's the first indication that you received that the property was

12:45:35 10 at that time was for sale?

11 A. Well, no. What I'm saying is I was surprised to see it advertised that way.

12 I thought that when they were retaining the likes of Bergin consultants and Reg

13 Chandler and that that, you know, maybe those parties were going to assist. I

14 wasn't aware that Mr. Harrington was trying to assist them in the sale of their

12:45:59 15 lands.

16

17 All I'm just say something that I opened the newspaper and it's there for

18 tender. I didn't expect that was probably what was going to happen with it.

19 But I really had no thoughts on it because once I gave him the advice I gave

12:46:11 20 him, he went off about his business and I think he might have come back or he

21 must have met me a couple of times. Because I don't know whether the first

22 time he met me he was accompanied by his architect or I suggested look if you

23 want me to meet him and outline what I think could be done and then I would

24 have met. I remember meeting with Mr. Reg Chandler because I remember his

12:46:32 25 work other places. So there might have been two or three meetings that I

26 would have had with Geoffrey Tyrell and his architect.

27 Q. 241 Would they have been in 1986?

28 A. Oh, yes.

29 Q. 242 This is now July of 1987. In the period from March 1986 until May 1987

12:46:53 30 Mr. Riordan had been the contact point between the vendors, the Tyrells, and

- 12:46:59 1 the purchaser, who was identified to that time as Mr. Kennedy. And --
- 2 A. Well, you know, that was a matter between Tyrells and those parties. I can't
- 3 say I was familiar with the nitty gritty of it.
- 4 Q. 243 Are you aware that Mr. Riordan left Ireland in May 1987 prior to this tender
- 12:47:21 5 being put forward?
- 6 A. I'm not aware of when he left. I'm know that he left to work in the UK but
- 7 I'm not aware of it.
- 8 Q. 244 And when you saw this advertisement in the paper had your financial constraints
- 9 been lightened in any way since the previous number of exchanges there had been
- 12:47:38 10 with your banks pressuring you?
- 11 A. My personal financial situation had absolutely nothing to do with this matter.
- 12 Nothing whatsoever.
- 13 Q. 245 You have raised, Mr. Lawlor, the question of your capacity to acquire land.
- 14 And the fact that you were in financially straightened circumstances it's for
- 12:47:55 15 that - reason --
- 16 A. Don't mix it up. I had no capacity to purchase that. I consulted with a very
- 17 good friend of mine. He made a very generous offer of financial support on
- 18 trust and handshake and the rest is history that you will now go through with
- 19 me I presume. So I had no capacity. But I was in other contact with a
- 12:48:18 20 person who had plenty of capacity.
- 21 Q. 246 Fine.
- 22 A. And I mentioned this by way of passing. So that's -- and to have been
- 23 suggested here in evidence which we'll deal with. My personal finance has
- 24 absolutely nothing to do with a company acquiring and paying for an asset which
- 12:48:37 25 wouldn't be affected by my personal finances. So why that's being thrown into
- 26 it is for other reasons.
- 27 Q. 247 You saw the advertisement you had a fair idea, I suppose, of what the value of
- 28 the land was. And when did you strike on the idea that you might be able to
- 29 raise finance for this acquisition?
- 12:49:00 30 A. No idea. Sure it must have been in between these dates because I think

12:49:06 1 because I'm not great on specific detailed dates, Mr. O'Neill. But I think I
2 know from the documents that I went into Mr. Caldwell the day before the tender
3 had to be submitted. I think that's correct; is it?

4 Q. 248 Yes, that is so.

12:49:20 5 A. So, you know, going back from that in the previous time and seeing that it was
6 so late in the day that I was speaking to Mr. Caldwell, it would have been
7 within the previous number of days that I would have spoken to Larry Goodman
8 about it, the previous week or whatever.

9 Q. 249 And what led you to believe that Mr. Goodman would finance you in this project?

12:49:40 10 A. Sorry?

11 Q. 250 What led you to believe that Mr. Goodman was a potential financier for this
12 project?

13 A. Nothing led me to believe it. I just said when we were discussing other
14 matters, because I was in Ardee, and I had to be in Ardee because of other
12:49:55 15 matters than it, and when discussing the blood plant or whatever else we were
16 discussing, because I had been in and out of the middle east for various
17 matters and I had put together a joint venture proposal for meat processing in
18 the middle east on behalf of Goodman and all of that. And I said by the way
19 Larry this land when you come up the Newcastle Road and turn right into my
12:50:15 20 place is for tender and handed him the brochure and my meeting with Larry
21 Goodman took less than Ronnie Delaney would run on and a mile on this matter.

22
23 He said, yeah ok, how much do you think it will go father I don't know maybe
24 quarter of a million. Press button. Brian come in. Brian, Liam wants to

12:50:36 25 put a tender for that. Will you organise the funds and get a company
26 organised. Make sure we're protected and that was the -- we're here days and
27 weeks discussing it but my discussion with Larry Goodman was two or three
28 minutes on this matter. And that's it. So I went off with my brochure to meet
29 Mr. Caldwell, my legal expert. To advise him that Mr. Goodman had said that
12:51:00 30 he would organise the finance. And that's what happened. I had no idea

12:51:06 1 whether he would or he wouldn't. I just put it to him. The man responded
2 the way he did. And as he would say a good turn never goes unpunished.
3 Q. 251 Mr. Goodman has indicated to the Tribunal that his dealings with you prior to
4 the arrangement to finance the Coolamber acquisition were limited to having had
12:51:26 5 a connection your refrigeration business, Hall Thermo Tank, I think some years
6 before when the refrigeration of factories was being conducted. But since
7 that time he hadn't had dealings with you and you raised this in the course of
8 a meeting which took place in Ardee in connection with the APL project, a
9 project which again we know didn't come to fruition. You say that you had to
12:51:55 10 this point in time had extensive dealings with him in relation to the middle
11 east and --

12 A. Don't, you know, get carried away with extensive or otherwise. I'm just
13 pointing out to you. And I would suggest that Larry Goodman's analysis was
14 slightly limited and it was greater. I mean, I holidayed with his family in
12:52:18 15 Portugal with him. It's been the cause of a great develop decent in my home
16 between my wife, Hazel, that Kitty Goodman was such a good personal friend.
17 My eldest son is his best admirer and regularly they have asked why did this
18 thing happen with Larry Goodman and why did this thing go wrong and was he
19 upset and all of that.

12:52:38 20
21 So my first dealings with Larry Goodman was driving into the yard of Ravensdale
22 when there was about two-foot of weeds in the yards of a little meat plant that
23 I had installed and overseen the plant some three years earlier at the bottom
24 of the Cooly Mountains. It had failed. It had been opened by Mr. Dan Coyle
12:52:58 25 who won a gold medal in 1932 in the Irish Olympics for Ireland and a Mr.
26 Traynor and Mr. McKeown, who is today Kilsaran Concrete and those three parties
27 opened a little company called Anglo Irish Meats and it failed after about two
28 or three years. I was on a project in the Harp Lager Brewery, a major
29 complex, major project. And I was asked to go out to Ravensdale that there was
12:53:25 30 somebody taking it over and we needed to recommission a refrigeration plant.

12:53:30 1 I went in and I met this guy Larry Goodman. Nobby Quinn and myself probably
2 still looked as if we should still be at university. I reopened the plant,
3 got service engineers, all of that electrical and we got the plant up and
4 running and that was Larry Goodman's first acquisition of a meat plant in very
12:53:55 5 humble beginnings.

6
7 Over a those years going forward I would have kept parallel to the growth of
8 his business by installing substantial blast freezing equipment in Kerr Meats
9 And if you recall, Chairman, the beef mountain at the time, beef freezing and
12:54:14 10 cold storage construction. So I undertook a lot of very substantial contracts
11 down for the Goodman organisation. And then I came out of the business in
12 1981, having been elect in the '77. Stayed on for a number of years. And I
13 would have lost contact then with Larry Goodman on a day-to-day. Not
14 day-to-day but regular basis.

12:54:33 15
16 I recall then in the '80s going to Bagdad negotiating on behalf of small Irish
17 companies to have payments made that were overdue. Goodman had their own
18 structure and very successful out there at the time. And in co-operation with
19 them I devised and put together a proposal to set up a number of beef
12:54:56 20 processing plants with the use of Irish product to stop this annual competition
21 with the Australians and the Brazilians, where prices were being cut and
22 farmers were getting bad price for cattle and all of that.

23 Q. 252 Are we talking Mr. Lawlor, after July 1987 or prior to July?

24 A. It would have been prior to that I suggest. I think so, yes. And I don't
12:55:20 25 know when the Bailieboro thing broke on the scene. I think afterwards?

26 Q. 253 Subsequently, yes.

27 A. I was having some overlap there in the early '80s. Not very regularly with
28 Mr. Goodman, because you know the size of the his emperor and the busy guy he
29 is and that. And as I say we would have holidayed maybe twice and that. I
12:55:41 30 used to meet him socially as he recalled for dinner party and we went up to

12:55:49 1 them on the odd Saturday night that would be maybe once or twice a year. That
2 was the connection.
3
4 And this was a complete possibility that he might have said look, Liam, no
12:56:00 5 interest. He didn't. He reacted the way he did, in the speed the way he did
6 and entrusted me in the first instance and Mr. Britton to go about making sure
7 that whatever we were going to do was done properly and that his risk was
8 protected. And I have to say that in the script, Chairman, or in the notes
9 there. Like, the note that came that Larry documented 600,000 and all of
12:56:28 10 that. That was his own note after I left his office, I think. Because I
11 never saw that until the Tribunal started. So he obviously calculated on his
12 own well what have I agreed with him now. 350 of a debt, it will take three
13 or four years. Double it sort of thing. So that's how the finance came
14 available in a heart beat.

12:56:50 15 Q. 254 Can we take it from your last number of replies, Mr. Lawlor, that this was
16 solely a venture, as far as you were concerned, between Mr. Goodman personally
17 and yourself at that point in time? You weren't representing the interests of
18 Mr. Caldwell or the interests of Mr. Kennedy?

19 A. You're right Mr. O'Neill. No, they never came into my mind. It's just that
12:57:14 20 this was an opportunity that was for sale. These people were having to sell
21 their land. I drove by it four times a day. Every time I came out to the
22 crossroads there's Coolamber. So I knew it intimately. It was definitely
23 the medium to long-term good acquisition.

24 Q. 255 And you hadn't sought finance from anybody else?

12:57:33 25 A. No no.

26 Q. 256 And you hadn't discuss it had with your Pentagon partners see to whether they
27 would finance the project?

28 A. I didn't even see it as being anything to do with Pentagon to be honest.

29 Q. 257 And can we take it that you didn't discuss it with Mr. Kennedy?

12:57:48 30 A. I didn't discuss it other than I landed in on top of Mr. Caldwell probably on

- 12:57:52 1 short notice because of the urgency of the note on this documentation. I said
2 to Mr. Caldwell, look, you should get -- this is for sale. And I think I might
3 have had a discussion with him before I went to see Mr. Goodman. I may have.
4 I can't be certain. But I came in and said look, Larry Goodman's prepared to
12:58:17 5 put up the finance, put in a tender. And I have to say genuinely, I would have
6 assumed that because of the speed he was going to do what I assumed solicitors
7 do and purchase it in trust. This company came on the scene and it's been
8 bandied around ever since. And, you know it would be my recollection that
9 there was no such discussion other than John, I can arrange the finance.
12:58:39 10 Brian Briton, you might have heard of him. He's financial director of the
11 Goodman International Group. He'd be in touch with you about all of the
12 detail and we will get the funds.
- 13 Q. 258 You will remember, Mr. Lawlor, that you prepared a series of notes which you
14 called meeting notes which were provided by you to Mr. Noel Smyth in which you
12:58:59 15 set out for him the sequence of events which led to your acquisition of the
16 Coolamber lands; isn't that so?
- 17 A. I don't recall them to be honest. But, you know, they're there somewhere and
18 Noel Smyth wouldn't have come into the scene for years after it.
- 19 Q. 259 I appreciate that. But in giving your account of events you indicated in that
12:59:20 20 document that this was a venture which involved the three of you, Mr. Kennedy,
21 Mr. Caldwell and yourself?
- 22 A. No, could I explain for you, Mr. O'Neill. These were people that Mr. Caldwell
23 Mr. Kennedy or Mr. Kennedy and Mr. Caldwell and their FICOL investors might put
24 up the sort of money that the shareholdings reflected that would take out
12:59:46 25 Mr. Goodman. Now it never came to pass. That was if they were prepared
26 stand up to the plate and put in the equity that reflected those percentages.
27 Because it was dragging on and on at the time and Goodman International wanted
28 the thing resolved.
- 29 Q. 260 If I could just --
- 13:00:03 30 A. So if those people were prepared to put up the relative percentages to those

13:00:10 1 equities then fine, they could take out the Goodman debt and the guarantee and
2 everything that went with it. Because at that time the thing was dragging.

3 Q. 261 If we could put on screen document 241.

4

13:00:21 5 CHAIRMAN: Actually, it's one o'clock. So it would probably be a good time
6 to stop for lunch.

7 A. Thank you, Chairman.

8

9 **THE TRIBUNAL THEN ADJOURNED FOR LUNCH.**

13:00:37 10

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THE TRIBUNAL RESUMED AS FOLLOWS AT 2:00 P.M.:

13:00:37 1

2 A. I just want to raise a matter with you, Chairman. Reluctant as I am to do so.

3 RTE Radio 1 have carried a report on its news bulletin on the proceedings of

4 this Tribunal this morning. In that report it has been suggested that I had

14:03:20 5 admitted that I and Larry Goodman bought Coolamber lands. And that I have made

6 affidavits to the High Court of an undeclared interest on the Dail register.

7 Neither of those items, as far as I'm aware, were part of any of this morning's

8 proceedings. And that's what the report carries. And as I am packing up my

9 papers here your Counsel is talking to Mr. Kilrane as I'm leaving this room.

14:03:48 10 And that's the report.

11 With respect, Chairman, I request that you would get the transcript of the

12 report and look into what was said and relate it to this morning's proceedings

13 and to investigate the differences, as I am informed there are. And to refer

14 the matter to the courts, as you have been doing regarding leaks.

14:04:08 15

16 CHAIRMAN: Well I haven't -- I don't know whether any of us. I haven't

17 heard. I heard a slight bit of the report.

18 A. I didn't hear it myself, Chairman.

19

14:04:17 20 CHAIRMAN: But we'll consider the position.

21

22 MR. O'NEILL: I might also say, Sir, that I have had no discussion with the

23 gentleman from RTE which touches upon Mr. Larry Goodman's -- sorry --

24 Mr. Lawlor and Mr. Goodman buying the Coolamber lands.

14:04:41 25 A. I'm just making the point, Mr. O'Neill. You were speaking with Mr. Kilrane.

26

27 MR. O'NEILL: I was.

28 A. It doesn't bear any resemblance to what we have been discussing this morning.

29 So, now, he either got a comment from you that you were going to discuss

14:04:57 30 affidavits or you didn't or Mr. Kilrane has made it up. That's the only point

14:05:02 1 I'm making.
2
3 MR. O'NEILL: I don't know what Mr. Lawlor's inferences are but I can tell him
4 that I did not discuss --

14:05:09 5 A. I would just request a transcript of the recording that went out on the news.
6 Thank you.
7

8 MR. O'NEILL: Nor have I heard any news bulletin on the position.
9

14:05:18 10 CHAIRMAN: We'll consider the position.
11 A. Thank you.
12

13 Q. 262 MR. O'NEILL: Mr. Lawlor, before lunch we were discussing the question of the
14 involvement, if any, of Mr. Kennedy and Mr. Caldwell and yourself in the
14:05:32 15 presentation or the acquisition of the Coolamber lands fixed in time prior to
16 your meeting with Mr. Goodman. And I think you'd indicated that it was your
17 idea. You hadn't discussed it with either of them; isn't that the position?

18 A. There was no acquisition. So there was nothing to discuss. Whatever
19 discussions went on between these parties, I was not a direct party to any such
14:06:00 20 discussions. I had no interest in acquiring the Coolamber lands until I
21 discussed the matter with Larry Goodman. So whatever went on between various
22 parties before my discussing the matter in Ardee with Larry Goodman I was not a
23 party to nor don't have any detailed involvement with other than my discussions
24 with young Geoffrey Tyrell.

14:06:19 25 Q. 263 Right. So if we can look at the document 2416 on screen. And this you will
26 be familiar with, Mr. Lawlor, because it's a document which was prepared by
27 you. You'll see from the fax trace on the top of it that it was prepared in
28 December 1994. And you will probably recollect that in December 1994 you were
29 giving instructions to your then solicitor, Mr. Noel Smyth, with regard to the
14:06:48 30 pursuit of Mr. John Caldwell in relation to monies which were being claimed

14:06:53 1 from him. And in this note here you were setting out your recollection of the
2 events leading to the acquisition of Coolamber; isn't that so?

3 A. These were Mr. Caldwell's suggestions at the time I would secure the 100%
4 finance. His instructions was to do what he had to do. And he was putting
14:07:20 5 forward the fact that Kennedy could manage the engineering aspects if so
6 required.

7 Q. 264 But all of this -- firstly, I'll read it for the record. It indicates that 55
8 acres was put up for sale by tender at Finnstown, Lucan. You agree with that,
9 I take it?

14:07:40 10 A. Sure, yeah.

11 Q. 265 And Liam Lawlor met and agreed the following.
12 "1. To put in a bid for the 55 acres.
13 2. Liam Lawlor undertook to secure 100% of the finance.
14 C. John Caldwell agreed to form a company and organise the legal and tax
14:07:57 15 structures to bid for the land.
16 D. Jim Kennedy to manage the assessment of the engineering and planning
17 issues".
18 Can that mean anything, Mr. Lawlor, other than that before you had met with
19 Mr. Goodman and before the tender went in you, Mr. Kennedy and Mr. Caldwell had
14:08:18 20 all come together and agreed to put in a bid for the 55 acres?

21 A. No.

22 Q. 266 No.

23 A. First discussion to put in a bid and Jim Kennedy wasn't a party to the meeting,
24 it was just John Caldwell and myself. Jim Kennedy was at no meeting about the
14:08:36 25 discussion to put the bid in. If Jim Kennedy and John Caldwell were being
26 cast in that position, this was some years later, when if they wanted to take
27 up their financial interest in it they had an opportunity. They certainly
28 weren't going to have any part when I was securing 100% finance. And Larry
29 Goodman at the meeting that lasted a matter of minutes said form a company,
14:09:04 30 make sure we're fully protected. And that to me was that I had no ownership of

14:09:10 1 anything to do with Coolamber at any time actually, but was acting and had
2 asked Larry Goodman to put the finance up as long as he was 100% in control of
3 this company and the land that he had paid 100% for. It was in that category.

4 Q. 267 I can't quite understand that answer, Mr. Lawlor.

14:09:33 5 A. I'll explain it again to.

6 Q. 268 You I'll ask the question perhaps more simply. Is it the case that you,
7 Mr. Kennedy and Mr. Caldwell met and agreed to put in a bid for the 55 acres of
8 Coolamber in 1987; yes or no?

9 A. I have no recollection of any such meeting ever taking place.

14:09:52 10 Q. 269 And why then did you write this note in which you recorded this as having
11 happened if you've no recollection of it having happened?

12 A. Because what I was doing for Noel Smyth was setting out the background to allow
13 him to pursue what I had now been informed of, was that four months after the
14 sale of the land to Vino, four full months, was the first time I had knowledge

14:10:17 15 of it. And I set out for Smyth the best of my recollection of various
16 situations that he now needed to sue or pursue. And he named -- I named these
17 parties that I believe now were behind the transaction. And these were the
18 people that were going to be pursued. Because the only purpose of I meeting
19 Noel Smyth was to decide what action we were going to take. And that was the

14:10:44 20 purpose of trying to recollect back some years earlier, what might or might not
21 have now involved two parties which I now believed had sold out this land from
22 under a Goodman company four months after it had been sold. And the man
23 sitting behind you that I went to his office to ask him for clarity on this.

24 And I was trying to set up for Smyth grounds for pursuing in particular

14:11:12 25 Caldwell.

26
27 CHAIRMAN: Sorry, Mr. Lawlor. This document, whenever it was -- you accepted
28 that you --

29 A. Oh, I did, Chairman, yes.

14:11:20 30

14:11:20 1 CHAIRMAN: But whenever it was written, either at some date in the future
2 thinking back about what had happened. But the wording would suggest -- well
3 it only has the meaning that prior to putting in a bid, that there was this
4 meeting between yourself Mr. Kennedy, Mr. Caldwell. And that prior to putting
14:11:43 5 in the bid because the meeting suggests that it took place and it was agreed
6 that a bid would be put in, that you would obtain the finance and that
7 Mr. Caldwell would form a company and Mr. Kennedy would manage the engineering.
8 So if the memo is intended to convey a message. It has to be that prior to
9 the tender there were the three of you involved. And this reports what was to
14:12:11 10 happen.

11 A. Well Mr. Kennedy had no involvement with putting in of the bid. None
12 whatsoever.

13
14 CHAIRMAN: Why prepare this document?

14:12:19 15 A. Well as far as I was concerned. Maybe it's not prepared very well. But he
16 was now in the company with Mr. Caldwell. And they had sold this land without
17 the approval Mr. Goodman. And I was trying to set down on paper the grounds
18 for Mr. Smyth pursuing them. Now, maybe it's not articulated in the detail or
19 the way it might have been. But that was the sole purpose of me producing
14:12:44 20 those memos.

21
22 CHAIRMAN: But if that's correct then this memo was completely erroneous.

23 A. Well, like, I was to secure the finance, I did that. The putting in of the
24 bid was in order. Caldwell was to do what he was to do. It didn't need
14:13:00 25 anybody to manage anything at the time because the land wasn't developable.
26 It was still zoned for agriculture. So the reference -- it's really referring
27 what I believe were the two parties that were now the owners of the land and I
28 was in consultation with Noel Smyth solicitor to pursue these two parties
29 because I believed they had wrongly sold the land out of Southfield and had
14:13:23 30 failed to honour their commitment to Larry Goodman. And that's the backdrop to

14:13:29 1 it. It may not be conveying it in that sort of detail but that was the
2 purpose of it.

3

4 Q. 270 .

14:13:35 5
6 MR. O'NEILL: But I suggest to you, Mr. Lawlor, that it's not just a matter of
7 detail. This is intended by you to be as factual a statement. In other
8 words, to be the true position which would allow your then solicitor,
9 Mr. Smyth, to pursue a claim against Mr. Caldwell. And you were setting out
10 what you believed the position to be at that time. And it's clear and
11 unequivocal from this memorandum, I suggest to you, that you were acknowledging
12 in this letter that this was a three-way arrangement between yourself,
13 Mr. Caldwell and Mr. Kennedy. Each one of you having your own unique
14 function. In this instance your function to be to raise the finance.
14:14:18 15 Whereas the others had other functions. Isn't that what it says?

16 A. And how could any of those three parties have any function when Mr. Goodman was
17 supposedly the 100% controller of the company. There was no function for
18 anybody else.

19 Q. 271 Well that is what you say. This is your document.

14:14:39 20 A. It's not my document?

21 Q. 272 Is that the facts or not?

22 A. Isn't there a known offer from the Bank of Nova Scotia. Didn't Mr. Goodman in
23 the two or three minutes said to Mr. Britton, form a company, make sure we're
24 protected and get it organised. And from that moment until this four months
14:14:56 25 later meeting, I will go to my grave of the opinion that Larry Goodman
26 controlled and owned -- well controlled let's put this that way, how the
27 ownership was to be done through nominees or whoever. The one thing and I
28 recall the second occasion which brings me to the definitive conclusion is
29 Mr. Alan Perry in the Bank of Nova Scotia.

14:15:18 30

14:15:18 1 The day we went in Mr. Britton and myself. And it struck me how easy it was
2 for Goodman International to borrow monies. And Mr. Perry was more or less
3 saying to Mr. Britton is that all you want 350,000. And then he made what I
4 thought might be a stumbling block, he went and said and we need a personal
14:15:40 5 letter of guarantee from Larry. And Mr. Britton said I'll have it delivered by
6 courier tomorrow. And Mr. Perry went on to tell us that as long as that loan
7 was outstanding, Mr. Goodman was to have 100% control and that to me meant 100%
8 control and that's what happened.

9 Q. 273 Mr. Lawlor, aside from the fact that you have never to this point indicated to
14:16:02 10 the Tribunal that you attended a meeting at Bank of Nova Scotia at which this
11 was discussed, it is irrelevant to the question that I was asking you. That
12 is in relation to this document --

13 A. Excuse me, Chairman. What do you mean I never disclosed?

14 Q. 274 You weren't indicated to the Tribunal that you attended at the Bank of Nova
14:16:22 15 Scotia with Mr. Britton?

16 A. This is the first time -- I'm telling you.

17 Q. 275 You were asked for --

18 A. Did it rise before?

19 Q. 276 You were invited to the provide the Tribunal with a full narrative statement in
14:16:32 20 relation to your dealings with the Coolamber lands. That was an opportunity
21 where with any other witness who wished to cooperate with the Tribunal the
22 opportunity was available to you to sit down and set out --

23 A. Just a second, Mr. Chairman. I have a choice on that matter. I'm here
24 answering you now telling I was at a meeting with bank so what more do you want
14:16:54 25 to know?

26 Q. 277 I'm drawing your attention, Mr. Lawlor, to the fact that this is the first
27 occasion upon which you raised this issue, that you had attended at the bank.
28 You never put it to any of the bank witnesses that you were present in the bank
29 at any time during the course of these negotiations and I'm drawing that to
14:17:14 30 your attention?

- 14:17:14 1 A. It's irrelevant. I'm here to tell you about my recollection of the bank.
2 They can tell you -- Mr. Perry should have told you that.
- 3 Q. 278 I'm not going to go down a back water with you at the moment Mr. Lawlor. I'm
4 going to ask you specifically why you wrote this document here which clearly
14:17:28 5 and unequivocally states that the three of you were involved this transaction
6 from a point before the bid was lodged if that is untrue. Why did you write
7 it --
- 8 A. I have responded to my --
- 9 Q. 279 You haven't answered the question.
- 14:17:43 10 A. Well I'll repeat it for you.
- 11 Q. 280 I'll ask you the question first and then you can answer it. Why did you set
12 out in this document the fact that you, Mr. Caldwell and Mr. Kennedy were
13 jointly involved in a meeting which was arranged prior to the bid being put in
14 for these lands which we know was put in on the 22nd of July 1987, if it is
14:18:05 15 untrue?
- 16 A. I'm setting out for Mr. Smyth the parties who I now believe have ownership of
17 the land and what they should do. That's what I'm doing there. Now, if it
18 doesn't articulate that. That's what it was meant to do and I think there's
19 another four of them setting out to Mr. Smyth what I believe was the
14:18:26 20 circumstances and when there was a crisis for finance what they should
21 contribute if they were interested and none of it came to pass. So they are
22 speculative documents that have no bearing on fact. They never came to pass.
23 They never took up any shareholdings and the matter can be followed on as you
24 wish.
- 14:18:43 25 Q. 281 I suggest to you this is confirmatory of the fact that you three were involved.
26 And you were involved as part of the Pentagon project or the Pentagon people as
27 described by Mr. Caldwell in the body of his evidence that the parties who
28 intended to acquire the Coolamber lands were the same parties in essence as
29 those --
- 14:19:10 30 A. But sure the road to hell is paved with good intentions, Mr. O'Neill. They

14:19:16 1 were never involved ever. The facts and the evidence and my view on it is
2 that Mr. Kennedy had no involvement in the Coolamber lands until various
3 documents start appearing in this brief here about diplomatic trust and
4 Mr. Patrick Kennedy. And Mr. Caldwell's evidence that I supposedly offered
14:19:37 5 Mr. Kennedy 50%, which is reflected absolutely nowhere, is just not true.

6 Q. 282 You will recall, Mr. Lawlor, that when you met with Mr. Goodman's advisor,
7 Mr. Sean Mooney, in September of 1991 you had a meeting with Mr. Caldwell and
8 himself which followed upon the fact that the interest repayments were not
9 being met by Mr. Goodman and there was a need --

14:20:14 10 A. Yes and Mr. Mooney made notes of his meeting.

11 Q. 283 He did, he made extensive notes --

12 A. I know that's there in the brief.

13 Q. 284 You know that. And in that Mr. Mooney records the fact that you indicated to
14 him that Mr. Kennedy had been involved from the start. In fact it was --

14:20:25 15 A. It should have been Mr. Caldwell. Not me. Mr. Caldwell. If he noted that
16 it was Mr. Caldwell would have. And any of these issues here it was
17 Mr. Caldwell would have referred to Mr. Kennedy.

18 Q. 285 Right. You were present at the meeting. It all took place.

19 A. Yeah, but I didn't do the note of the meeting. That's not my recollection of
14:20:41 20 the meeting.

21 Q. 286 All right. I see. But you didn't challenge Mr. Mooney's account of events,
22 which we see at page 1477, though you had the opportunity to do so. And this
23 document was circulated to you with all other documents in the brief; isn't
24 that so?

14:20:58 25 A. But sure I have the opportunity now.

26 Q. 287 I see.

27 A. Why do I waste my time coming in here duplicating the matter. I'm here to
28 address it. You put it in front of me, I'll tell the circumstances that I
29 recollect. What Mr. Mooney's recollections are, are his. Mr. Mooney put
14:21:15 30 Mr. Kennedy into the situation in the discussion. It would be my recollection

14:21:20 1 if there was any reference to Mr. Kennedy it would have come from Mr. Caldwell
2 who has already claimed that Mr. Caldwell has 50% of the company not I.
3 Q. 288 We will look to point 2 on the documents there. You'll see, Mr. Caldwell,
4 where it states that:

14:21:37 5
6 "Neither of the three persons participating in the deal namely, Liam Lawlor, JC
7 and a third man called J Kennedy are in a position to take out the bank. The
8 perspective purchaser and that apparently was Mr. Tiernan is unwilling to take
9 out the bank. He is however prepared pay the interest".

14:21:58 10 A. I would suggest, Mr. Chairman, that Mr. Mooney was thinking possibly when
11 Mr. Caldwell mentioned Mr. Kennedy that Mr. Kennedy might be a possible
12 participant to take out, rather than what's stated there. We were at the
13 meeting with Mr. Mooney. Neither of us were in a position to take out the
14 bank. And the reference to Mr. Kennedy by Mr. Caldwell, if there was a
14:22:20 15 reference, was that he could be a possibility. And that's what transpired
16 later.

17 Q. 289 You'll see on the following page, 1478, Mr. Mooney records that he questioned
18 where Mr. Kennedy came into the transaction. And you explained the following.
19 "Liam Lawlor explained that the original idea in locating the land and
14:22:49 20 identifying its suitability for housing was Kennedy's and he wanted his cut ".
21 Now, that's attributed to you.

22 A. Sure we know he didn't identified the lands. He lived opposite them. I
23 didn't need Jim Kennedy identifying them. And Mr. Caldwell used Mr. Kennedy to
24 suggest the threat of court proceedings.

14:23:09 25 Q. 290 Mr. Lawlor, you are sitting at this meeting, which as far as we know so far is
26 accurately recorded by Mr. Sean Mooney, who was seeking to recover the money
27 for Mr. Goodman. He, Mr. Mooney, has given evidence to the effect that until
28 this meeting, he was unaware of the involvement of Mr. Jim Kennedy in an
29 ownership capacity or any other capacity in the lands and that to this point he
14:23:35 30 had believed that Mr. Caldwell had a role as solicitor. And that as a result

14:23:40 1 of this meeting he found out that there were three parties involved, two of
2 whom he knew, of course yourself and Mr. Caldwell. The third person was a man
3 he described as a person, man named J Kennedy, about whom he had no knowledge.
4 And he receives an explanation as to Mr. Kennedy's role at that meeting and he
14:24:02 5 records it here.

6 A. How wrong could he be?

7 Q. 291 How wrong could he be?

8 A. Did I need anybody to identify the Coolamber lands? No. Did I live opposite
9 them? Yes. Did I know about them? Yes. Much greater than Mr. Kennedy I can
14:24:22 10 assure you. What Mr. Mooney records here is for Mr. Mooney to answer for you.
11 I didn't suggest that Kennedy identify the lands or was entitled. He was
12 entitled to a cut if he paid his equity. He didn't, so how would he be
13 entitled to a cut?

14 Q. 292 Were you were present at the meeting. Since the brief was circulated to you
14:24:43 15 you've had an opportunity of considering the documentation, you have not sought
16 in any way to challenge Mr. Moony's version of events?

17 A. I'm doing so here and now.

18 Q. 293 You're doing so here and now?

19 A. Yes, absolutely.

14:25:04 20 Q. 294 What did you say at the meeting to Mr. Mooney then in relation to the
21 involvement of Mr. Jim Kennedy on the 24th of September 1991?

22 A. I have no recollection of what role Mr. Kennedy might play. I had
23 Mr. Caldwell at the meeting to answer to Mr. Mooney, who was Mr. Goodman's
24 representative. And for Mr. Caldwell to suggest whether we could find any
14:25:23 25 solution to the dilemma that we were now faced with of wanting to have the
26 matter resolved. So.

27 Mr. Caldwell and myself were there to meet Mr. Mooney to attempt to discuss how
28 we could resolve Mr. Goodman's issue. That was the sole purpose of the
29 meeting. And Mr. Caldwell was suggesting Mr. Tiernan and we went on to have a
14:25:48 30 meeting or meetings with Mr. Tiernan. And you raised the question here

14:25:53 1 previously what was I doing at these meetings. I was doing what I thought
2 would be expected of me of trying to rescue the circumstances in which I had
3 got Larry Goodman into and see was there any financial solution to the issue
4 that was prevailing at the time with the Bank of Nova Scotia and the repayment
14:26:12 5 to his group. That's what I was doing.

6 Q. 295 Mr. Mooney was engaged to protect the interests of Mr. Goodman at this point in
7 time; isn't that right?

8 A. And they all ended up doing it rather badly.

9 Q. 296 I see.

14:26:26 10 A. Unfortunately.

11 Q. 297 And in doing so he indicated to you and to Mr. Caldwell that he was
12 dissatisfied with the way in which matters had progressed to that point from
13 his client's point of view; isn't that so?

14 A. No, no, what was at stake here was that Goodman International had generously
14:26:44 15 paid the interest. But now it was no longer viable. It just wasn't
16 possible. And Mr. Mooney wanted to know those that appeared such as
17 Mr. Caldwell and myself that seemed to be involved in this. Mr. Caldwell was
18 the owner of the company. I was the man that had asked Mr. Goodman for the
19 funds. What were we going to do to try and sort out the problem that
14:27:09 20 Mr. Goodman now had. That was the sole purpose of the meeting.

21 Q. 298 Yes. And do you recollect at that meeting that it was indicated to you and to
22 Mr. Caldwell, that Mr. Goodman had become reluctantly involved in the matter
23 but that he was not prepared to allow it to remain and that he would, if
24 necessary, take over the legal ownership of the lands himself and that was met
14:27:35 25 with the response which we see at point 3 on page 1478, where Mr. Caldwell said
26 that this was not possible as behind the ownership of X Limited was a series of
27 Isle of Man arrangements which were designed to reduce taxation on the
28 perspective profit and in addition John Caldwell said that any attempt by Larry
29 Goodman to take control would be resisted by the third party Kennedy and we'd
14:28:02 30 all end up in court immediately. Does that accord with your recollection of

- 14:28:07 1 what took place at the time?
- 2 A. That tragically is a member of your profession using another party to threaten
- 3 legal litigation against somebody who had very generously supported me and the
- 4 hostility at that meeting that I had towards John Caldwell would know no bounds
- 14:28:22 5 because here was a man now, who was in charge of the company, who was the law
- 6 officer that advised the company on its formation. In my opinion misleading
- 7 the meeting about Isle of Man. It was my understanding that this Isle of Man
- 8 business was stillborn. Mr. Caldwell undertook to do what he wanted to do
- 9 himself from day one. Now with the wisdom of hindsight. And here he is
- 14:28:53 10 telling Mr. Goodman's advisor what he proposes to manipulate to do to hold on
- 11 to control which he had engineered himself into.
- 12 Q. 299 Can I take it from --
- 13 A. Because I didn't know that there was any necessity for Mr. Goodman to take over
- 14 anything. I was of the opinion that Mr. Goodman already controlled
- 14:29:13 15 everything.
- 16 Q. 300 Account Tribunal take it then that you do have a recollection of Kennedy being
- 17 mentioned specifically that the meeting in the context of his being a person
- 18 who would resist any legal proceedings that might be brought?
- 19 A. No, I would just suggest that Mr. Caldwell who was your ultimate cold fish
- 14:29:34 20 telling Mr. Mooney to his face that here was a client of his that had done
- 21 everything he had done and he was going to suggest that this would end up in
- 22 litigation. Whether or not he used the name of Mr. Kennedy or not I cannot
- 23 recollect. But I do recollect that he did say and I was in disbelief that I'm
- 24 listening here to a man who has been entrusted with total trust as an officer
- 14:30:02 25 of the court, a solicitor, to act. And then he went on to put himself forward
- 26 to act in shareholder director capacity. And this is his thanks that he's
- 27 visiting on myself and Sean Mooney on behalf of Larry Goodman.
- 28 Q. 301 Well are you saying that at the meeting then you were disappointed at the way
- 29 in which Mr. Caldwell represented the position to Mr. Mooney because it was
- 14:30:25 30 intimidatory or destructive or --

- 14:30:29 1 A. No, I just felt like wringing his neck. That's what I felt like. Well to
2 Caldwell?
- 3 Q. 302 Did you convey any of this at the meeting to Mr. Mooney and to say look, there
4 is no question but that if Mr. Goodman wants to take control of the company I
14:30:46 5 agree he should. He put up the money, it's his money that funded the
6 arrangement. And if he needs to acquire the company so be it, it has my
7 blessing?
- 8 A. Absolutely.
- 9 Q. 303 Absolutely.
- 14:30:59 10 A. Well it didn't need it but my God would it be forthcoming. And Noel Smyth, I
11 don't know whether he was in situ then or not, was appointed to do just that.
12 And I was trying to be of assistance to him. And now we ended up with two
13 solicitors. And we'll come to him in a moment. So how unfortunate can you be
14 to get one wrong one but you get two of them in the one deal.
- 14:31:26 15 Q. 304 We will stay for the moment with the document that was prepared by Mr. Mooney
16 and Mr. Mooney's recollection and record of events here. You disagree with
17 the accuracy of this document which was prepared by Mr. Mooney which sets out
18 the sequence of events here; is that correct?
- 19 A. No, what I recollect is that a law officer of your profession came along to
14:31:45 20 this meeting and responded the way he did, which was wholly despicable and was
21 of no help. And I would probably have spoken to Sean Mooney afterwards because
22 I was on the line the side the line of Larry Goodman all of the time, despite
23 what he would have assumed and believed in his evidence stood up a different
24 view. And understandably so, but I was there at that meeting producing the man
14:32:17 25 that had been entrusted to do everything for all of us and this was the
26 response he was giving. That if Mr. Goodman now exposed to the bank, exposed
27 by a personal letter, wants to try and resolve his dilemma, that this man is
28 going to initiate court proceedings against him.
- 29 Q. 305 Yes.
- 14:32:37 30 A. What a horror story from an officer of your profession.

14:32:42 1 Q. 306 Well whether I'm a member of that profession or otherwise is of total
2 irrelevance, Mr. Lawlor. What I'm asking you about is whether or not you
3 agree or disagree with this document of the 24th of September 1991 being an
4 accurate record of a meeting at which you and Mr. Caldwell and Mr. Mooney
14:33:02 5 discussed the Coolamber lands project?

6 A. I don't agree with the content other than my recollection of the meeting. And
7 it was dealing with the issue that I've just outlined. And it was a complete
8 frustrating meeting and a waste of time meeting when we were facing a crisis on
9 behalf of Larry Goodman. And anything that I could have done was virtually
14:33:26 10 nothing which would be priority 1. And Mr. Caldwell was standing in the way of
11 Mr. Goodman trying to find any solution to the issue and wasn't even attempting
12 to cooperate to find a solution.

13
14 JUDGE FAHERTY: Mr. Lawlor, perhaps you might outline for Mr. O'Neill what
14:33:43 15 aspects of the document are the note taken on the afternoon of the 24th of
16 September that you're not in agreement with. Because I think that's really
17 the essence of the question.

18
19 Q. 307 .

14:33:53 20
21 MR. O'NEILL: At the moment I'm dealing, Mr. Lawlor, solely with the question
22 of the relationship, if any, of yourself and Mr. Kennedy and Mr. Caldwell as
23 owners of the Coolamber land. There are other financial matters which were
24 dealt with in the letter which you needn't deal with. But if we look to page
14:34:14 25 1477 at paragraph 2, it's at this point that the participation and beneficial
26 ownership aspects of the discussion are recorded; do you see that?

27 A. Yeah.

28 Q. 308 At point 2.

29 A. And third man J Kennedy, he wasn't in the deal. I disagree with that that
14:34:35 30 he's not --

- 14:34:35 1 Q. 309 If you go down through the content of point No. 2 and just indicate at what
2 point you'd disagree with it?
- 3 A. Well all I'm saying is namely, Liam Lawlor and John Caldwell. The third man
4 comment I don't recall Kennedy's name being mentioned or having anything to do
14:34:57 5 with the matter.
- 6 Q. 310 Right. So either --
- 7 A. In the perspective report that you have --
- 8 Q. 311 So Mr. Mooney was incorrect in recording as he did, that neither of the three
9 persons participating in the deal, namely yourself John Caldwell and Jim
14:35:09 10 Kennedy are in a position to take out the bank. You disagree with that having
11 been discussed at the meeting. Isn't that so?
- 12 A. Well Liam Lawlor and John Caldwell were not in a position to take out the bank.
13 The third man, either Caldwell mentioned his name or not. He had nothing to
14 do with it so i don't see why his name is there and I disagree with it.
- 14:35:27 15 Q. 312 So it follows that Mr. Mooney did not accurately record what took place insofar
16 as --
- 17 A. That's my recollection. He had nothing to with it. He had no money in the
18 deal. He wasn't offering to put any money in it and he had no part in it.
- 19 Q. 313 And he wasn't mentioned at the meeting as far as you are concerned?
- 14:35:45 20 A. I can't recall him. I'm saying Caldwell could have mentioned him and probably
21 did threaten him over the page. I'm not sure whether he mentioned his name or
22 not.
- 23 Q. 314 But he is mentioned on the first page anyway.
- 24 A. I am descending from that because he wasn't a party to the transaction.
- 14:36:18 25 Q. 315 Well we'll turn to the second page 1478, you'll see paragraph 3, it's stated
26 that Mr. Mooney said that Mr. Goodman was not prepared to leave matters as they
27 were where he Larry Goodman, could be personally called in by the bank to pay
28 the interest. Does that accord with your recollection of what was discussed?
- 29 A. Yeah, that was the exposure, yes.
- 14:36:27 30 Q. 316 And if Larry Goodman reluctantly had to underwrite the entire financial

- 14:36:33 1 transaction he'd have to take legal control?
- 2 A. That's my -- it's my understanding that he was already in that position.
- 3 Q. 317 My query is to whether or not you agree with this?
- 4 A. I don't agree with that. If had he reluctantly had to underwrite the entire
- 14:36:49 5 financial transaction. If it was written LG had already underwritten the
- 6 entire financial transaction and here he gets it completely wrong.
- 7 Q. 318 But it was said, Mr. Lawlor, at the meeting.
- 8 A. But the Judges asked me to tell you where I disagree. I disagree with the fact
- 9 that he's even suggesting that Mr. Goodman wasn't in legal control, which I
- 14:37:14 10 thought he was. So I disagree with that.
- 11 Q. 319 You disagree with the substance. Do you disagree that it was raised by Mr.
- 12 Mooney in the manner in which it's expressed here?
- 13 A. If I was asked to try and just -- what would Mr. Mooney be saying in those
- 14 circumstances. I thought he would be saying listen Larry Goodman put up all
- 14:37:35 15 of the money for this. He has paid the interest on it so far. He now has
- 16 difficulties and you're going to have to take it out or take it from him and
- 17 clear up what's outstanding because I can recall two people, Mr. Goodman and
- 18 Mr. Perry, saying Mr. Goodman must have 100% control.
- 19 Q. 320 We'll come to that and the documentation.
- 14:37:59 20 A. I mean, it's very relevant to the note here. And the mere principle that Mr.
- 21 Mooney representing Mr. Goodman has this so wrong is what I'm trying to point
- 22 out to you.
- 23 Q. 321 Mr. Lawlor, it's perfectly apparent that Mr. Goodman and Mr. Mooney were both
- 24 aware of the fact that Mr. Goodman was hanging out to dry on this letter of
- 14:38:22 25 undertaking. That's why the meeting was called. That's specifically stated
- 26 here. That he, Larry Goodman could be personally called in by the bank.
- 27 A. But he was also always supposed to have legal control.
- 28 Q. 322 That is something Mr. Goodman disputes. We'll get --
- 29 A. No, no, it's the lack of action by Mr. Caldwell when requested and to come in
- 14:38:47 30 here and put evidence on oath that the reason this is the position we were in

14:38:53 1 was that Mr. Britton took his eye off the ball which meant he took advantage of
2 those circumstances which is absolutely despicable.

3 Q. 323 Mr. Lawlor, I'm concerned at the moment to establish, if I can, through you,
4 the extent to which you can stand over or dispute what Mr. Mooney says was told
14:39:15 5 to him at this meeting on the 24th of January 1991. Sorry. 24th of
6 September 1991 by yourself and by Mr. Caldwell in your presence. Now, if one
7 reads this document and I'm sure you have read it. It indicates in clear
8 terms that Mr. Kennedy was identified as being one of three parties who were
9 the participants in the project.

14:39:43 10 A. You might hang on to these every words. I don't and haven't. But I'm just
11 making the point and we'll move on. Mr. Mooney has that wrong and I disagree
12 that that's what was said because if it was I would have corrected it.

13 Q. 324 Fine.

14 A. J C said that this was not possible because the ownership of X limited and
14:40:05 15 there was a series of Isle of Man arrangements which were designed to reduce
16 tax on the perspective profit. That to me is absolute gobbledey gook because
17 it was my understanding that Mr. Britton said to Mr. Caldwell Irish company,
18 forget Isle of Man, Irish company, Southfield formed Irish company, Isle of Man
19 situation, no idea what he's talking about.

14:40:33 20 Q. 325 No idea. So it's again something that you didn't see fit to challenge Mr.
21 Mooney about?

22 A. No. Well if Mr. Caldwell articulated to Mr. Mooney at the meeting that there
23 was some Isle of Man difficulties in resolving the matter I don't recall them
24 and I wouldn't have been familiar with what they were because I didn't think
14:40:57 25 that they even existed. So whether Mr. Caldwell said in my presence to Mr.
26 Mooney by the way, it's not quite that simple there's all sorts of linkages to
27 the Isle of Man. I would have said what linkages I thought you were told day
28 one to form an Irish company. So what are you talking about.
29

14:41:16 30 So how that arises and is finding its way into and not dealing with it I don't

14:41:24 1 know. Because I think Mr. Mooney went away and made a minute of the meeting I
2 think or maybe he had discussions prior by phone before he met Mr. Caldwell and
3 had formed some views of the matter.

4 Q. 326 This was an attendance which Mr. Mooney says he prepared immediately after the
14:41:43 5 meeting because it was an attendance that he prepared for the purpose of
6 reporting back to Mr. Goodman. And as you rightly say, it would be a total
7 surprise to you if what had been said about the Isle of Man was in fact said
8 because as far as you're concerned there wasn't any Isle of Man involvement;
9 isn't that so?

14:42:02 10 A. Well, no. What happened was it was supposed to be, according to Mr. Caldwell,
11 his way of doing the job when he was instructed. And then that was stillborn
12 and he was told forget about it. So how it lingered on for as long as it did
13 and had money transferred to it later is something I look forward to addressing
14 here.

14:42:22 15 Q. 327 Yes. If there had been an Isle of Man references it's something that would
16 have been a surprise to you and your immediate reaction would have been there
17 is no Isle of Man involvement here it's an Irish company; isn't that so?

18 A. I thought you were told that they didn't want know Isle of Man company two,
19 three years ago.

14:42:42 20 Q. 328 If that had happened again Mr. Mooney would have recorded that and would have
21 said to Mr. Goodman on the one hand Mr. Caldwell's maintaining there is an Isle
22 of Man involvement here. Mr. Lawlor on the other hand has indicated that there
23 was never to be an Isle of Man here; isn't that the position?

24 A. Well the only thing I might say, Chairman, is round the circle of the series of
14:43:07 25 difficulties that are emerging is that Mr. Mooney, I think would have had or
26 researched or been in the knowledge of various matters before this meeting.

27 Q. 329 What matters do you think he would have been involved?

28 A. If he consulted with Mr. Britton he might have been told that and he was
29 actually now that I'm recalling it. I mean, he was the one that dealt with
14:43:28 30 the Isle of Man issue at the inception.

- 14:43:31 1 Q. 330 He dealt with an Isle of Man issue?
- 2 A. Well the Isle of Man. There was only this Isle of Man idea and he killed it.
- 3 It was his suggestion, I don't want an Isle of Man company. I remember Briton
- 4 ringing me and saying that, and I said ring Caldwell and tell him that. So
- 14:43:48 5 Mr. Mooney, I think might have had his recollections of events as well as what
- 6 he had noted at the meeting and they are all being encapsulated into a memo.
- 7 Because I can't see how I would have sat there and listened to something being
- 8 discussed about that when it just factually in my opinion was not true. So I
- 9 think Mr. Mooney had knowledge or Mr. Smyth in his researches of what had
- 14:44:15 10 happened came up with various responses to searches of companies.
- 11 Q. 331 Mr. Smyth doesn't become involved until of 1991, Mr. Lawlor. And this is
- 12 happening in September.
- 13 A. Okay. But Mr. Mooney is going way beyond and above what I would recall, if
- 14 anything and it's very hazy as to what the meeting was. Just the annoyance
- 14:44:38 15 that it wasn't to going to advance the solution one little bit. That was my
- 16 recollection.
- 17 Q. 332 Could I suggest to you that there was absolutely nothing hazy about what is
- 18 recorded by Mr. Mooney that line by line he sets out detail of what the
- 19 relationship is and what the problems are facing him in his efforts to recover
- 14:44:54 20 Mr. Goodman's money?
- 21 A. Well I can't understand how a solicitor could have outlined something that I
- 22 didn't believe to be true or at least if it could have been disputed.
- 23 Q. 333 Yes. The alternative was that it was outlined in your presence and you did
- 24 not interfere or you did not object to the content of what Mr. Caldwell was
- 14:45:16 25 saying because it was in fact accurate. You had in fact been involved with
- 26 Mr. Caldwell and Mr. Kennedy from the inception of this project and they were
- 27 as described, participants; isn't that another explanation?
- 28 A. No, is that your statement?
- 29 Q. 334 It is, I am putting to you it is another explanation for this document.
- 14:45:39 30 A. Chairman, Mr. Caldwell sat in this box and agreed with my solicitor barrister

14:45:45 1 that I had no knowledge or didn't ask him to do what you are' telling me I now
2 did. So you either ask me the questions or you make your statements. You
3 repeatedly. And Mr. Caldwell told you giving evidence here, Mr. O'Neill, that
4 he couldn't recollect whether I instructed him about the Isle of Man. He was
14:46:03 5 doubtable and it probably was his own idea.

6

7

CHAIRMAN: Mr. Lawlor --

8

A. If I can could just finish Mr. Chairman.

9

14:46:09 10 CHAIRMAN: That's a completely different issue. Mr. O'Neill has suggested to
11 you if this memo is to be taken at face value, it does suggest that Mr. Kennedy
12 did have an involvement, if it's to be taken at face value.

13

A. But sure I said he didn't.

14

14:46:25 15 CHAIRMAN: Well that's different -- to say that he didn't. We're more
16 interested to know why if you attended this meeting, why you wouldn't have
17 interjected, if this sort of information was being given concerning Kennedy and
18 his involvement and why the memo doesn't say Mr. Lawlor --

19

A. Well I put it another way, Chairman. What in the wide earthy world had

14:46:49 20 Mr. Kennedy to pursue anything? Where in anything? So therefore this has to
21 be inaccurate in that way.

22

23 CHAIRMAN: That's another issue. We're only concerned to know why if you
24 attended this meeting, why you wouldn't have if this information accurately or

14:47:07 25 if this memo accurately represents what was said and that if it was erroneous
26 or wrong, then why the memo doesn't report you as interjecting to the effect

27

that no, that's wrong Mr. Kennedy was not involved. If you go to the next two
28 small paragraphs it says "Mooney questioned where Mr. Kennedy came into the

29

deal. Liam Lawlor explained that the original idea of locating the land and

14:47:37 30

identifying its suitability for housing was Kennedy's and he wanted his cut".

- 14:47:44 1
2 All we want to know at this stage is whether that was said or not said?
- 3 A. Well it certainly wasn't said by me because it was my clear understanding the
4 man nothing to do with the deal.
- 14:47:55 5
6 CHAIRMAN: Are you saying then that's an invention on the part of Mr. Mooney.
7 If we accept what's there?
- 8 A. Well I just think Mr. Mooney has got Kennedy wrapped up in this thing quite
9 incorrectly. Because he had nothing to do with it and I was very clear on him
10 having nothing to do with it. And if he did have anything to do with it he was
11 going to have to buy his way into it. Because further evidence here in this
12 matter, which is even more laughable, is that I gave him 50% and there was no
13 consideration when I had nothing to give anybody when it was a Goodman
14 controlled company.
- 14:48:30 15
16 CHAIRMAN: Well in an effort to shorten matters and -- can we take it that any
17 suggestion or any statement or suggestion in this memo prepared by Mr. Mooney
18 and which he stood over in the course of his evidence, that any suggestion that
19 there was any talk at that meeting in your ear shot that Mr. Kennedy had had
20 involvement that that information was not imparted at the meeting. That it
21 was not stated by you or anyone else?
- 22 A. No. And I think Mr. Mooney might have had another meeting or separate meetings
23 with Mr. Caldwell. And if Mr. Kennedy's name is mention in the context that
24 it's here I certainly would have had something to say about him because it's
25 just not fact. It's just not fact and the evidence and the proof is that it is
26 not fact. The man had nothing do with the company as far as I know until it
27 got into crisis.
- 28
29 CHAIRMAN: Well, then Mr. O'Neill it seems that Mr. Lawlor's position is --
- 14:49:38 30 A. Sorry, Mr. Mooney's position. You said Mr. Lawlor.

14:49:43 1
2 CHAIRMAN: No no. Just to summarise --
3 A. Sorry.
4
14:49:46 5 CHAIRMAN: It's clear to us and correct me if I'm wrong. That it's your
6 evidence that there was no suggestion made by anyone at that meet that go
7 Mr. Kennedy had had the sort of involvement that the information seems to
8 suggest he had. And to that extent this memo is erroneous.
9 A. Well I do suggest, Chairman, that I would have some recollection of Mr.
10 Caldwell suggesting that there could be legal action but I don't in any way.
11 And if he had have mentioned Mr. Kennedy's name in it I would have addressed it
12 because I couldn't see how it will have any substance in fact.
13
14 But he was quite hostile towards Mr. Mooney who was trying to find a reasonable
14:50:37 15 solution. So he could well have suggested that if Mr. Goodman took the action
16 that Mr. Mooney was outlining that there would be a legal challenge. But I
17 saw it coming from Mr. Caldwell if coming from anybody. I don't believe
18 Mr. Kennedy had anything to do with the matter.
19
14:50:54 20 CHAIRMAN: Well then it is your position that there was at this meeting no
21 mention about Kennedy having any sort of ownership or interest in the land?
22 A. I mean, my instant reaction, what has he got to do with it? What claim has he
23 got to do?
24
14:51:14 25 CHAIRMAN: Can you just confirm that as far as you are ear concerned there was
26 no such suggestion made at the meeting, that Kennedy had had an involvement?
27 A. No. And unless Caldwell mentioned that he had tried to buy the land previously
28 or something. But he had no purpose in this solution at that meeting. So if
29 there was any reference whose name. And if Sean Mooney took his name down or
14:51:37 30 had his name from some other previous discussions, certainly it just wasn't the

14:51:41 1 case in this instance.

2

3 CHAIRMAN: So to that extent this memo. This is all we want to know.

4 A. Yeah sure.

14:51:46 5

6 CHAIRMAN: The memo is incorrect.

7 A. The memo now as I read it there are some very glaring wrongs in it.

8

9 CHAIRMAN: All right.

14:51:55 10

11 Q. 335 .

12

13 MR. O'NEILL: To revert then to what he indicated to Mr. Smyth was the

14 situation in relation to proportions of ownership. Could I ask you to look at

14:52:05 15

the document at 2417 which was another document prepared by you as being your

16 account of a third meeting which had taken place. And it would appear that

17 that meeting had taken place during the period of time in which Mr. Britton was

18 putting the finances together through Bank of Nova Scotia to acquire the

19 property. And you I think firstly can confirm that it is a document prepared

14:52:35 20

by you; isn't that right?

21 A. Yes.

22 Q. 336 And it reads:

23

24 "Third meeting, Liam Lawlor, John Caldwell and Jim Kennedy met to review

14:52:42 25

progress. Liam Lawlor confirmed that Brian Briton was organising the balance

26 of the funds necessary to close the sale. It was agreed that John Caldwell

27 would liaise with Brian Briton."

28

29 I think that helps to us date the period when you were, which you're addressing

14:52:59 30

this memorandum because that period of finance started in August and was

14:53:07 1 complete by December of year 1987; isn't that right?

2 A. Yeah, well that all stems from the 21st of some month do you know or July.

3 Q. 337 The 17th of July.

4 A. From then until Mr. Caldwell's supposed unhappiness at signing of some bank

14:53:25 5 document at the end that year. Is that the period you're speaking about?

6 Q. 338 This document prepared by you confirms that the three of you, that is

7 Mr. Lawlor, Mr. Caldwell and Mr. Kennedy met in 1987 to review the progress of

8 the financing of the Coolamber project; isn't that so?

9 A. I just again have to say to you I'm putting this together, putting these two

14:53:50 10 people in the frame. Because I'm now informed whether there was an actual

11 meeting to review it or not, I have no recollection of any review. What I do

12 know is that I confirmed that Brian Briton was organising to call to Caldwell.

13 Caldwell informed a meeting of Southfield and Isle of Man, which I have that

14 wrong because Southfield was -- dropped the Isle of Man, have an Irish company

14:54:14 15 had been formed to purchase the and he was putting in place the necessary.

16

17 Yeah, that was my recollection going back five, six, seven years.

18 Q. 339 This was your recollection in 1994 when you were being asked to set out what

19 the history of events was. And you set out thought in addition to the meeting

14:54:30 20 that we've already discussed earlier in the first meeting note, there was a

21 second meeting between the same three individuals. And at that meeting they

22 reviewed the progress which had taken place between the first meeting and this

23 meeting.

24 A. Well, could I say, Chairman, you can't take it as literal. All I can tell you

14:54:49 25 is that out of the annoyance and frustration I'm putting Kennedy now in with

26 Caldwell because I am now of the opinion based on what Noel Smyth has

27 discovered and briefed or whatever. Or whatever information. That these

28 people are now taken over or were in the process of taking over Goodman's land

29 and company in the widest sense. And I'm setting back for Smyth so that he

14:55:19 30 know who is his targets are. Who have, who he believes stolen the company.

14:55:35 1 And he's either at that stage or Mooney and myself are discussing what we're
2 going to do about instructing Smyth or whatever action was needed. So it's
3 putting two people in the frame squarely that I had now believed had taken over
4 this company.

14:55:42 5 Q. 340 It is attributing to them an attendance by them at a meeting which you now say
6 never happened; is that correct?

7 A. I don't know that the actual meetings were per se 1, 2, 3, 4, 5. But they
8 were a recollection of putting these people in. Caldwell regularly could have
9 said that we use Kennedy to negotiate or see the land or appoint them or
10 whatever because they were in every other transaction together. So Kennedy's
11 name would have been mentioned regularly by Caldwell. Now I'm of the opinion
12 that these two gentlemen are now in control of something that has a liability
13 and a history to it. And I'm truth trying to put Smyth in whatever information
14 I can as to how he should proceed.

14:56:26 15 Q. 341 Does trying to put them in the frame and trying to put Mr. Smyth in the
16 position to do things really many that you were creating a document here which
17 contained false information but which if accepted at face value would mean that
18 they had participated in meetings to the extent that they had whereas in fact
19 that was untrue?

14:56:48 20 A. Well, no they were now in I think situ at 50/50.

21 Q. 342 But now we're talking about 1987 Mr. Lawlor?

22 A. That was produced when?

23 Q. 343 It was produced in 1994 supposedly as an accurate record of you as to what
24 place in 1987 and thereafter. That was the task that was set for you by
14:57:13 25 Mr. Smyth. This was your response to it?

26 A. I think you want to take them in the context of the hostility that it
27 developed. And what is stated here and what actually happened in minutae could
28 be quite different.

29 Q. 344 Irrespective of the minutae, is any part of this true. That is any part of
14:57:27 30 what is recorded as being the third meeting. Was it true?

14:57:33 1 A. Mr. Lawlor said Brian Briton is organising the funds.

2 Q. 345 Let's start at the first line --

3 A. I can't confirm there was any meeting.

4 Q. 346 That's untrue?

14:57:43 5 A. Could be.

6 Q. 347 Could be or is untrue?

7 A. I have in recollection of any meeting what so thereafter any meeting took

8 place.

9 Q. 348 Well could there be a meeting in the light what have you now tell the Tribunal

14:57:56 10 of the circumstances with your meeting with Mr. Goodman?

11 A. I can't take it beyond that, Mr. O'Neill.

12

13 JUDGE FAHERTY: Mr. Lawlor, could you say your recollection have been better

14 1994 than it is now when you were briefing Mr. Smyth? As I understand it, and

14:58:13 15 maybe Mr. O'Neill will correct me, the reference to third meeting in bold type

16 is your description of the third meeting that you had with Mr. Caldwell and

17 Mr. Kennedy as set out in this document, a briefing document from Mr. Smyth.

18 And I'm only asking you, back in 1994 if you wrote this for Mr. Smyth either

19 you were making it all up in 1994 or you were doing your best from your

14:58:43 20 recollection of what happened in 1987 to assist Mr. Smyth in representing you.

21 A. Yes and it was putting Mr. Kennedy who had had no part in the matter because he

22 never took up any equity in it. And it was always my contention Mr. Caldwell

23 would have to contribute his share eventually. They were now the two parties

24 that had effectively taken control of what I believed was Mr. Goodman's.

14:59:11 25

26 And the second line yes, Brian Britton was organising the finance. John

27 Caldwell informed the meeting. John Caldwell had informed me or whatever, it

28 needn't necessarily mean a meeting.

29

14:59:27 30 I have the Isle of Man wrong because it was an Irish company as we know. But

14:59:32 1 he had originally suggested an Isle of Man. If there was going to be
2 participation these two parties should be contributing, that sort of stake --
3 Agreed to act for Kennedy, Lawlor had held the necessary documents to represent
4 the interest regarding the above and held the interest. Like, that was
14:59:51 5 attempts that the time to highlight the fact that these were the sort of
6 percentage that Caldwell seemed to have now carved up amongst themselves and
7 excluded myself from it.

8 Q. 349 Well could I suggest to you, Mr. Lawlor, that is clearly untrue even from your
9 later attendance or meeting note where you set out the revised share ownership
15:00:14 10 between those three parties?

11 A. But, you see, it was just a recollection what have might have been possible
12 financially. But it didn't bear anything in substance or fact because it
13 never came to pass. It was me trying to put Smyth in some sort of a briefing
14 that he could decide how to legally pursue the matter. So you're going to
15:00:35 15 have to take first, second, third and what ever number of meetings they are as
16 really they probably should have been memos of recollection of what actions
17 should be taken rather than actual meetings because there's no date on them.
18 There's no day. I didn't have a diary to refer that we met on this day or
19 that day. So third and fourth meeting probably is a very inaccurate analysis
15:00:59 20 of what's carried. Because I can't recollect that there was specific meetings
21 discussing these particular items.

22 Q. 350 But it is precisely that that you were being asked to do by your solicitor to
23 set out an accurate history of events. Because as you know, if he was to
24 launch legal proceedings and if those proceedings were to come to court it
15:01:18 25 might well be the case that he would have to proceed on the basis of the
26 instructions which you'd given him. And one of those instructions would be or
27 one of the matters that the solicitor would do having received these
28 instructions, would be to brief counsel who would plead the case in a
29 particular way?

15:01:39 30 A. Well if you go down to the note that's pretty much as was.

- 15:01:41 1 Q. 351 And the first question that would be put to, whichever party was being sued, in
2 this instance, Mr. Caldwell was that he had originally had a 41.3% interest.
3 That would appear to be what was contained within this document?
- 4 A. No, he didn't, he never had.
- 15:02:01 5 Q. 352 I know but if this is the instruction that you give to your solicitor upon
6 which your solicitor should launch proceedings you must have expected that it
7 could form the basis of any case that was going to be brought against Mr.
8 Caldwell. And that would involve a concession that he was also involved.
9 That his initial involvement was 17.3%.
- 15:02:21 10 A. No, that wasn't the case. That's not the case and wasn't the case then.
- 11 Q. 353 I know you say not the case now, not the case then. But it is the case that
12 you recorded in writing and gave to the solicitor and that I think is causing
13 the Tribunal some concern as to why it is that you can set out in writing an
14 account of events which you now say is untrue?
- 15:02:44 15 A. Well it needn't cause any great concern.
- 16 Q. 354 Yes.
- 17 A. The situation here was effectively at the bottom what exactly the circumstances
18 were. If you wanted to go and pursue the situation.
19
- 15:02:58 20 CHAIRMAN: Sorry, Mr. Lawlor just go back to the paragraph dealing with the
21 percentages. You wrote those down.
- 22 A. Yeah.
- 23 Q. 355 And any child reading this would assume that this was intended to convey that
24 at very early stage in the transaction before the balance of the purchase money
15:03:22 25 was even paid, that that the time you were stating that you owned 41.3%,
26 Mr. Kennedy 41.3% and Mr. Caldwell 17.5 percent in terms of beneficial
27 shareholding. Now, are you now saying that that is -- that those figures are
28 not correct?
- 29 A. Well they're not as they were obviously. What I am conveying there, Chairman,
15:03:53 30 if I could, please. What I'm conveying there is if they want to rescue and

15:03:59 1 find a solution to the problem that they are the sort of shareholdings they
2 should take up and take out the financial burden that was then in need of being
3 dealt with. So if Mr. Smyth wanted to take those and get into negotiations
4 with Mr. Caldwell, that these were the sort of shareholdings that might seem
15:04:22 5 reasonable. And that the Lawlor shareholding would be a character to reflect
6 Goodman's contribution to the company and to be able to discharge back out of
7 those proceeds, you know.

8
9 CHAIRMAN: Are you saying then Mr. Lawlor, that the statement which is clear.
15:04:40 10 That at the time of this meeting, which was before the closing of the sale, are
11 you saying then that the statement there in black and white that you,
12 Mr. Kennedy and Mr. Caldwell had these percentages. That that was absolutely
13 incorrect?

14 A. No. it was for Mr. Smyth if he was going to enter into negotiations with
15:05:03 15 Mr. Caldwell to make those sort of percentage suggestions.

16
17 CHAIRMAN: No, no. Do you accept that if you look at --

18 A. I do accept what you're saying. I am just trying to convey to you why they
19 were put there to give Mr. Smyth an opportunity to see could he negotiate some
15:05:21 20 sort of financial resolution. And that was a potential of how the company
21 might be carved up going forward. It never came to pass.

22
23 CHAIRMAN: That's what the what it says.

24 A. I know that yes but that was the intent behind it.

15:05:34 25
26 CHAIRMAN: How could Mr. Smyth have got that notion.

27 A. Because Mr. Smyth was going into negotiation with Mr. Caldwell knowing that Mr.
28 Caldwell was 100% in control. And if they wanted to resolve the dilemma
29 financially that was a suggested formula as to how the company going forward
15:05:53 30 might resolve the financial matter and allocate those shareholdings going

15:06:08 1 forward.

2

3 JUDGE FAHERTY: Mr. Lawlor --

4 A. But these two parties were never prepared to put up any money.

15:06:08 5

6 JUDGE FAHERTY: How can you make the case that that was a suggested negotiating

7 position in 1994, when it reads as a historical account of how you became

8 involved in the lands?

9 A. Yeah, but you see Chairman --

15:06:17 10

11 JUDGE FAHERTY: That's as I understood it, Mr. Smyth understood it to be.

12 A. Yeah but I mean --

13

14 JUDGE FAHERTY: How could he convert it from a historical -- your historical

15:06:25 15 perspective on your commencement to having an interest in these lands into

16 negotiating instructions for Mr. Smyth? Do you see the dilemma we have in

17 looking at it.

18 A. No, Judge, the dilemma as follows. The facts are that Mr. Caldwell is holding

19 100% at this juncture, Mr. Caldwell is now claiming he's holding. And I'm

15:06:52 20 trying to come forward to Noel Smyth with some sort of reconciliation going

21 forward as to what might be a solution and might be a shareholding. And

22 Mr. Caldwell is sitting nice and cold saying he's going to do nothing to

23 financially rescue the problem. And Noel Smyth is going to embark on taking

24 him on. And I'm setting out a number of parameter here as to what might make

15:07:19 25 an intelligent basis for solution. And if Mr. Smyth went with these documents

26 and said o.k. John, you have 100% control of the company. Messrs. Goodman put

27 up the finance, we want to get this thing resolved.

28

29 That was the basis of me trying to put Smyth in possession of information to

15:07:42 30 put things forward. Where we had a solicitor, shareholder, director holding

15:07:47 1 100% of the company. Mr. Goodman holding 100% of the risk. So how are we
2 going to resolved it. That was one, two, three four suggestion as to how it
3 might be resolved.

4 Q. 356 Firstly, as I think has been pointed out to you Mr. Lawlor, doesn't the
15:08:07 5 document itself doesn't express itself in any way as being a document to be
6 used for the purpose of negotiation of the settlement of an issue. But it
7 sets out on its face to record the historical position. You say that that
8 position was intended to reflect a solution at the end of the day. Is that
9 correct?

15:08:29 10 A. To the only reason Mr. Smyth was brought on board was to try and find a
11 solution.

12 Q. 357 What you're saying is at this point in time Mr. Caldwell you say, is 100% of
13 the interest in this company.

14 A. Isn't that the facts.

15:08:43 15 Q. 358 Is that what you're saying?

16 A. I don't know. I'm of the opinion that Mr. Caldwell, his brother, his
17 daughter, his partners, his Castleroyals, his this trust, his that trust, they
18 all come back to Mr. Caldwell's control. That's my understanding reading this
19 brief. So Mr. Caldwell is sitting there 100% control of Southfield in every
15:09:07 20 facet, solicitor, shareholder, director. Mr. Goodman has a dilemma. Mr.
21 Smyth is appointed to resolve the problem and I'm the creator of the problem.
22 I'm trying to put forward for Mr. Smyth four or five different papers that
23 might give him some sort of ideas to go forward to put to Mr. Caldwell.

24 Q. 359 Right. Well is it suggested or could the Tribunal take from all that, that it
15:09:38 25 was always intended to be the position that Mr. Caldwell would in fact be the
26 apparent owner by way of shareholding and direction of the company but that he
27 was to hold in trust for yourself and others?

28 A. No, no, Mr. Caldwell Mr. Chairman, was asked to put in a tender. Mr. Caldwell
29 100% decided how he was going to do it. I am now of the firm opinion that he
15:10:04 30 wanted to do it in the Isle of Man so that he had control of it through his man

15:10:11 1 Bullock. He's told no, don't want that. Irish company. Mr. Caldwell
2 volunteered himself as a director. He was never asked. But by putting
3 himself into the position we never doubted him unfortunately. What he
4 probably should have done is said to Mr. Britton could you nominate some
15:10:32 5 director for Southfield. He didn't do that. Right. And we never asked
6 otherwise. So he put himself forward. And for Mr. Caldwell to sit here and
7 suggest to the Chair and the Chair pointed out to him that he was unhappy to
8 sign the loan agreement. A man that's controlling 100% of a company, has
9 Ireland's most successful businessman, 100% financing it and paying the
15:11:10 10 interest that he was unhappy to sign the agreement. He was more than happy to
11 sign it. And he then proved later that he did all of that and held on to
12 control of Southfield in every facet, unbeknownst to me because I thought sure
13 the loan agreement, that he had signed the loan agreement and I would have
14 thought that he would have had to write to Bank of Nova Scotia and confirm that
15:11:23 15 he would make no decisions on behalf of Southfield only on the written
16 instructions of Mr. Goodman
17 Q. 360 Mr. Lawlor, if we can now revert just for a moment, back just for a moment to
18 the meeting note that you've prepared again and the lines immediately beneath
19 the apportionment of shareholding and it states:
15:11:41 20
21 "John Caldwell agreed to act for Jim Kennedy and Liam Lawlor and hold all the
22 necessary documents and to represent the interests regarding the above".
23 A. "Would" agree rather than.
24 Q. 361 That is your choice of words firstly. Could I suggest what that was intended
15:12:03 25 to convey was that whilst the proportions of ownership would be held -- sorry.
26 While the shareholding would be held as beneficial shareholding in the
27 proportions set out above the actual documents were to be held by Mr. Caldwell
28 to your benefit. That's what you intended to convey here I suggest. Isn't
29 that right?
15:12:26 30 A. Here is me. I was trying to conceal everything. Here am I setting it out as

- 15:12:32 1 to how it might work. On record and on file.
- 2 Q. 362 How you say it did work?
- 3 A. Might work.
- 4 Q. 363 Now you say it doesn't mean what it says?
- 15:12:40 5 A. Sure I never had a share in Southfield, I never had half a share in it.
- 6 Q. 364 Or beneficial?
- 7 A. Or beneficial. Never.
- 8 Q. 365 Well then why did he set out that it was agreed that you would have 41.3% of
- 9 the beneficial ownership and that John Caldwell would hold that for you because
- 15:12:57 10 that's in effect what you said in his memorandum?
- 11 A. He can form a company and make sure all of the legals were in order, the
- 12 accounts were in order, make sure it was done properly.
- 13 Q. 366 And he would hold the interest for you. That's what it says here?
- 14 A. His office would manage and hold the company and make the annual accounts with
- 15:13:17 15 the accountants and make sure all of the statutory requirements were. That's
- 16 what you legal people tend to do for clients.
- 17
- 18 You have a situation where here am I setting out, endeavouring to find a
- 19 solution. And endeavouring to put Smyth in control of information that he may
- 15:13:33 20 be able to negotiate with Caldwell and I was of the opinion that Caldwell might
- 21 use Kennedy for finance. Or some other vehicle because he would have
- 22 suggested on and off that there may have been a possibility of raising some
- 23 finance. And it would be my understanding that the shareholding I'm specifying
- 24 would reflect the fact that I had procured 100% of the finance initially and
- 15:13:59 25 that there was a recognition percentage wise going forward.
- 26
- 27 So, you know, we had the difficulty. Serious difficulty. We were trying to
- 28 find a solution. Caldwell was making no effort. I was briefing another
- 29 lawyer on behalf of Goodman and that's what's there.
- 15:14:15 30 Q. 367 But what you were briefing the other lawyer with Mr. Lawlor, was information

- 15:14:21 1 that you were seeking to recover 25% of the net profit of the sales for
2 yourself; isn't that right? What the issue was here. That from your point of
3 view --
- 4 A. Came after all of that.
- 15:14:33 5 Q. 368 It came before this letter. This document was produced on the 12th of
6 December 1994?
- 7 A. Whenever.
- 8 Q. 369 Not whenever.
- 9 A. That was the dispute that was ongoing.
- 15:14:45 10 Q. 370 The dispute which was in existence as of that date December 1994 was your wish
11 to acquire a 25% shareholding of the net profit on the safely the lands which
12 had taken place?
- 13 A. Whatever, yeah.
- 14 Q. 371 Isn't that right?
- 15:14:59 15 A. Whatever, yeah.
- 16 Q. 372 And it was not in circumstances where you believed that Mr. Caldwell was
17 holding 100% of the shareholding?
- 18 A. It was, yeah.
- 19 Q. 373 You believed that 100% of the profit had in fact been paid to Mr. Kennedy?
- 15:15:16 20 A. What?
- 21 Q. 374 You believed at the time you wrote this document that 50% of the profit of the
22 sale had been paid to Mr. Kennedy and that the dispute which remained was a
23 dispute between yourself and Mr. Caldwell as to the remaining 50%.
- 24 A. Yeah but you said 100% and now you're saying 50 percent. You said 100% at the
15:15:39 25 outset.
- 26 Q. 375 You said a moment ago, that Mr. Caldwell as far as you were concerned at this
27 time held 100% of the shares of Southfield and the profit in the company.
- 28 A. Well, now, Mr. O'Neill, it's my understanding --
- 29 Q. 376 That's what you said.
- 15:16:00 30 A. Sorry, Southfield never made a profit so what profit are you speaking about.

15:16:00 1 Q. 377 The profit on the sale of Coolamber.
2 A. You're talking about another company now are you, Vino.
3 Q. 378 Yes, Mr. Lawlor.
4 A. I think it's very important. Because the Southfield situation in my opinion
15:16:10 5 was 100% a Caldwell vehicle because of the way that the company was managed.
6 Now, in the dying days I think. I don't know what the dates are. That is
7 another matter of contention, Chairman that I get that height of documents
8 delivered by courier at half six last night and there's all sorts of detail in
9 it about Diplomat Trust and Patrick Kennedy which you should have in the brief
10 and which you don't have in the brief. It's all terribly relative to what
11 exactly what we're discussing here and now.
12 Q. 379 That was provided to you at your request and the Tribunal is the body that
13 determines how relevant or otherwise the material it is. It has been
14 furnished to you as a result of your request. So you can have no complaint
15:16:52 15 about the fact that it was delivered yesterday because the request for it was
16 made yesterday. You could have made it and eight months ago?
17 A. Mr. Chairman I have a serious complaint as to who selects what.
18
19 CHAIRMAN: All right. Wait now. Mr. Lawlor can we just come back to this
15:17:07 20 document. At the time this document was prepared for Mr. Smyth. You were,
21 through Mr. Smyth, claiming half of Mr. Caldwell's 50%. Right? We know
22 that.
23
24 MR. O'NEILL: Isn't that so, Mr. Lawlor?
15:17:26 25 A. No. That's a suggestion as to how Mr. Smyth. I mean, let's be factual here.
26 Mr. Smyth had the dilemma to resolve with Mr. Caldwell. Mr. Caldwell wasn't
27 agreeing to any percentages. Mr. Caldwell was in 100% control and was
28 threatening legal action if anybody tried to upset the apple cart. And
29 Mr. Smyth had to go and decide what he was going to do about it. Now,
15:17:52 30 Mr. Caldwell definitely had some purpose and interest going forward subject to

15:17:58 1 finding finance to take out the bank. So that's all that says. No more no
2 less. There's no claims at this stage.

3 Q. 380 The bank had been taken out years before this, Mr. Lawlor, as you well know.
4 This document which you prepared was prepared in 1994. The bank's interest had
15:18:16 5 been taken out in 1992.

6 A. Yep.

7 Q. 381 You know that.

8 A. Well I didn't until you told me now to be honest.
9

15:18:27 10 JUDGE FAHERTY: Mr. O'Neill has already put it in context. We're talking
11 about as I understand, a time when Vino Properties had sold on to Tiernan Homes
12 for a substantial sum of money.

13 A. Okay.
14

15:18:38 15 JUDGE FAHERTY: Almost 2 million.

16 A. Now I wasn't so aware. I now see what you're saying, Mr. O'Neill. I thought
17 we were still back in the dilemma of trying to solve the bank to be honest with
18 you. So, it's gone beyond the bank. The bank is now gone and there's a
19 company Vino has bought the land.

15:18:54 20

21 MR. O'NEILL: And the company Vino has sold on the land.

22 A. I wasn't aware that you were that far down the road to be honest.

23 Q. 382 That's when you developed this document.

24 A. Well you know, maybe I did. I know you have every day to study all of this.
15:19:06 25 I don't. So I just respond to them as they arise. I have it set out here as
26 I recall the sequence of events. So my sequence kicking in here, is that Noel
27 Smyth sent or rang me to know would I go to a meeting. I went into a meeting
28 and he said do you know that this land has been sold and I said no. And he
29 went on to tell me it had been sold four months previously and it had been sold
15:19:32 30 to a company called Vino.

15:19:33 1
2 Now, I was in disbelief to start with because I was always of the opinion that
3 nothing could actually happen without the approval Mr. Goodman. But that was
4 ill founded knowledge. He went on then to tell me what had happened and he
15:19:48 5 went on to say that Mr. Miley had acted for the purchaser. And I had very
6 limited knowledge of Mr. Miley but I think I might have met him once before, I
7 don't know whether I had or not. And I presented myself at his office to
8 demand to know what the hell this was all about. The man rightly said you're
9 not my client. I can't tell you anything. And I went back to Smyth and I
15:20:11 10 said look, this is outrageous if this is what's happened.

11
12 And he said well set out what you can by way of documents because we'll go
13 after this man, this Mr. Caldwell and sue the Law Society we'll sequester the
14 assets at Binchys and we will do the devil and all. I went down to another
15:20:31 15 solicitor. Sought a legal opinion from him. He said I needed to speak to a
16 barrister. He arranged a few days later for a barrister to come in to me.
17 The barrister came in. He briefed me on my options and what I should do and
18 that barrister today sits as president of the High Court. So I instructed the
19 solicitor to write to Binchys. And Mr. Smyth was also pursuing it on behalf of
15:20:59 20 Mr. Goodman. And on we went from there. Dog fighting it along.

21 Q. 383 Mr. Lawlor, I'm trying to understand how it is that you could generate a
22 document which is on screen?

23 A. No trouble at all.

24 Q. 384 At page 2417.

15:21:16 25 A. No trouble at all.

26 Q. 385 Which sets out a sequence of events which apparently you will now not stand
27 over as being accurate?

28 A. No, not standing over them in the essence of being an actual -- it was to give
29 Noel Smyth and flavour of how we should go after this thing to try and get it
15:21:33 30 resolved and what seemed to be a fair break up of percentages. Because now

15:21:38 1 that you've informed me of the time scale there was 400,000 pounds had been
2 paid to the bank. So Messrs. Caldwell and at that stage I presumed or
3 understood or he would have said something in the various limited meetings I
4 had with Mr. Kennedy or some of his companies had funded the money.

15:21:55 5
6 So okay they had now paid 400,000 to the bank. So they had every entitlement
7 to a decent percentage. And now I think you are saying the thing was sold on
8 and there's there was knowledge of it being sold on and there was the knowledge
9 of the figure of sale of 2 point something million. So it seemed realistic to
10 be pursuing Caldwell who had been entrusted with the job the first day and 25%
11 seemed a reasonable claim to put based on the fact of what Goodman had done
12 earlier and what they had done laterally. And that was how that had all came
13 about, Mr. O'Neill. And it might sound terribly complicated to you and there
14 might be volumes and volumes of documents but in essence when you scrape away
15 all the varnish and that's the sequence and that's my recollection of matters.

15:22:46 15
16 Q. 386 Well that sequence, Mr. Lawlor, would not appear to explain why it is that you
17 would generate documents which are recording these facts because these are not
18 the facts that formed the basis of the claim which you were making. The claim
19 which you were making.

15:23:04 20 A. It's not 100 miles off it.

21 Q. 387 Can I suggest that it's a 1,000 miles away.

22 A. 1 to 25% is not miles apart is it? I mean it's just -- That's what happened.
23 That's the way it was.

24 Q. 388 It's relevance at this point --

15:23:18 25 A. If I had a look for 25% I might have got 10%. So you look for 41 and the
26 bartering and the negotiating and whatever leverage I had.

27 Q. 389 What the document in effect is saying, Mr. Lawlor, is this. That from the
28 initial stages of the acquisition of the Coolamber lands you were acting in
29 concert with two people who you now say you were not acting in concert with?

15:23:40 30 A. I had nothing against them.

15:23:42 1 Q. 390 I know.

2 A. I was looking to take their heads off if I could. Acting with them. I don't

3 know how you come to that conclusion.

4 Q. 391 Because it states so in black-and-white?

15:23:51 5 A. I didn't have any hostility towards Mr. Kennedy. Because I'll explain now

6 which you haven't asked but it's the reality of it. It's important for

7 Mr. Kennedy's involvement.

8 Q. 392 I would, prefer, Mr. Lawlor, if you were to answer the questions I put to you?

9 A. Sorry, yeah, go ahead.

15:24:04 10 Q. 393 The question I'm putting to you is why is it that you set out in black and

11 white in this memorandum for your solicitor, that yourself Mr. Caldwell and

12 Mr. Kennedy were the joint beneficial owners of this property to the extent and

13 in the proportions shown here if that was untrue? That's a simple question.

14 A. Vino was 100% right. Do you agree Vino was 100% owner of the land now?

15:24:31 15 Q. 394 I can't say.

16 A. No, well does your brief that height tell you that Vino bought the land out of

17 bank and Southfield?

18 Q. 395 As much as the documentation can show the Tribunal, Mr. Lawlor is that certain

19 transactions were recorded in writing between the parties but the identity of

15:24:51 20 the persons behind those transactions is a matter which is the subject of the

21 inquiry. So that --

22 A. Let me try an help you there.

23 Q. 396 On its face the sequence of documents.

24 A. I do hope you have clarity about the Southfield thing which was quite

15:25:06 25 convoluted but at the end of the day it was Caldwell from A to Z.

26

27 No. 2 then there was a company came into play called Vino of which I had no

28 knowledge of until Mr. Smyth four months after a sale on, told me about it.

29 And that company I know nothing about. I never had any involvement or

15:25:34 30 interest or knowledge of the name until it was provided to me by Mr. Smyth.

15:25:34 1 So now we have a company that owns it and now I'm made aware of the fact that
2 it has been sold on. Now there was no basis for any big argument with anybody
3 see long as it was sitting in Vino. Because Vino had just barely scraped
4 itself through, much to my annoyance, to pay Bank of Nova Scotia and left the
15:25:49 5 interest due that was owed to the Goodman company. My understanding is that
6 they should have discharged that figure as well as the bank.

7
8 However, they didn't do that. So now there was a hostility in my mind towards
9 Vino. And Smyth now was on the horse to solve the 157 for Messrs. Goodman.
15:26:14 10 So we were in that situation. My first reaction was complain to the Law
11 Society. A law officer has broken the trust that was put in him. He has
12 taken control of all of this. He had no investment. I had facilitated the
13 investment but didn't own anything because I didn't have anything to put into
14 it but had this very detailed involvement with it. So now I discovered it had
15:26:41 15 been sold on to Tiernan Homes.

16
17 So I'm going after Vino now and that's the whole basis of what I'm discussing
18 with you. And we know it concluded in the sort of a typical Caldwell solution
19 that he wouldn't admit liability. He suggested blackmail. I looked that up
15:27:02 20 in the dictionary and it says threatening to disclose a discreditable secret.
21 By God the Oxford dictionary certainly capsulates what Mr. Caldwell classifies
22 as blackmail. threatening to disclose a discreditable secret. And that's
23 exactly what he had.

24 Q. 397 Mr. Lawlor, the documentation which preceded your preparation of the meeting
15:27:29 25 notes, is an attendance which took place at the offices of Mr. Noel Smyth where
26 you identified to him what you say your entitlement was. And this was at a
27 meeting on the 10th of December of 1994, two days before this at page 2414 on
28 screen.

29
15:27:47 30 It contained an explanation that you gave to Mr. Smith in paragraph 2 of point

15:27:57 1 1: "Liam Lawlor explained the transaction and said he was entitled to 25% of
2 the profit. The profit had now been realised in cash. His understanding was
3 the profit was 1.5 million pounds and his share therefore was 375,000. As he
4 and Elangrove were trying to recover the monies he should act for both etc."

15:28:19 5 A. In .2 -- Mr. O'Neill. Go ahead.

6 Q. 398 In point 2 "Liam Lawlor explained the transaction had been finalised and then
7 Mr. Kennedy had been paid half of the profit of 750,000 pounds and the balance
8 was being retained by Caldwell who claimed he was entitled to all of it. Liam
9 Lawlor explained the deal was that Caldwell was entitled to a quarter share and
10 he was entitled to a quarter.
11
12 However, Caldwell was reneging on his commitment to Liam Lawlor and effectively
13 told Liam Lawlor to go away."
14

15:28:49 15 From that extract of that instruction and we'll see that that was the
16 instruction which led to Mr. Smyth saying to you go away and flush out the
17 documentation that you have in relation to it and in response you sent these
18 documents two days later?

19 A. I didn't have it. I had to create it.

15:29:07 20 Q. 399 I know you did.

21 A. Sure.

22 Q. 400 And when you created it. Firstly, you had no complaint to make about
23 Mr. Kennedy's 50%; isn't that right?

24 A. Well, you see, if it would help. On the second paragraph here this 25%. In
15:29:23 25 my last hostile meetings with Mr. Caldwell now saying that he had broken all of
26 the trust that I had in the man. He explained that he had had to rescue the
27 situation. And that he had gone out to Jim Kennedy in Westin Park and he had
28 explained that the receivership was now likely to hit Southfield. And that he
29 was likely to face ruin and be struck off as lawyer. And pleaded with Kennedy
15:29:53 30 to put the money up. Kennedy wasn't that interested, according to himself,

15:29:58 1 because he felt he was into enough trouble where he was in his own business and
2 his own site and that. And Caldwell pleaded with him to put up the money to
3 rescue the situation and to take a 50% stake in it, not as being portrayed here
4 that I was supposed to have offered. This was when hostility had got to its
15:30:20 5 height. And Mr. Kennedy reluctantly said no and then Mr. Caldwell said give me
6 a name so that we can put it direct and you need to rescue the situation,
7 please. And Mr. Kennedy had to go down as far as Newbridge college to get his
8 eldest son to sign a document. And then I'm looking at this is and saying who
9 is Diplomatic Trust.

15:30:41 10
11 I'm asking you yesterday to give me the background to it. It's Mr. Owen
12 Binchy and somebody else, Caldwell and O'Shea. So that's how that came into
13 being. So Caldwell would have been saying to me well look, Liam, Jim through
14 whatever sources rescued the situation. So he did that much so I didn't have
15:31:06 15 a hostility towards him. But as a hostility towards my lawyer, an entrusted
16 colleague who is now holding 50% and again hadn't put up anything that I
17 understood. I understood that the resolution of the monies to the bank for
18 400,000 pounds came from a Mr. Kennedy source, which I wasn't clear about where
19 it came from.

15:31:31 20
21 So I then decided well looking at the totality of the figures 25% demand of
22 Mr. Caldwell was reasonable. And that's how that ends up there. That was my
23 calculation of how it would be equitable based on the Goodman history of
24 putting in their money and so forth and that's how it came about. And that's
15:31:56 25 what's stated there when I'm briefing Mr. Smyth that in the new circumstances
26 where another party now had taken out a bank, paid their money, that the
27 recognition of the historic should reflect that percentage. And that's why
28 that's there.

29 Q. 401 But that's not what you're saying here. You're saying that there was an
15:32:20 30 agreement that you would be entitled to 25% and that Mr. Kennedy would be

- 15:32:25 1 entitled to 50%. And you don't seek to recover?
- 2 A. I don't think that was cast in stone. This was Mr. Caldwell suggesting to me
3 in order to keep me at bay for a period of time as to what might be a solution
4 and, you know, this then reflected in what I'm telling Mr. Smyth to put him in
15:32:47 5 the way of information to go after Mr. Caldwell. We didn't have a gripe with
6 Mr. Kennedy. Mr. Kennedy wasn't in the mix but seemed to be produced in to it
7 by Mr. Caldwell to rescue the situation. Wasn't in it in my day. Came into
8 it though to rescue it. And therefore if he had done that why had I a gripe
9 with him. I didn't but I had a gripe with the other man who had managed the
15:33:13 10 whole thing for me and now he was telling me he was 50% owner and the other man
11 had put 100% of the finance up. Share of the profit should be a share for
12 Mr. Caldwell's side of the line.
- 13 Q. 402 What you are saying the basis of arriving at a 25% figure is your let's say
14 best guess of what he, Mr. Caldwell, would be entitled to and you should be the
15:33:36 15 entitled to the rest. And it's a negotiating stance to be adopted rather than
16 an agreement between the parties?
- 17 A. Oh yeah. It wasn't a hard cast agreement. It was my saying to Smyth as far
18 as I'm concerned that would be an equitable solution to the dispute.
- 19 Q. 403 But you again, I think will accept that that is not what Mr. Smyth records in
15:33:54 20 the document; isn't that right?
- 21 A. Maybe I don't explain myself well. But if you were to ask me without this
22 paperwork how I arrived at 25%. It's because what I felt I had done, what had
23 been done by others and now we are where we are.
- 24 Q. 404 So it was a claim to share in the ultimate profit but you say it wasn't based
15:34:14 25 on an initial agreement that that would be your entitlement?
- 26 A. Never. It never was. And could I just say in order maybe to be of a little
27 further help, Chairman from day one what did I expect? Well I don't really
28 know other than that when Mr. Goodman provided the finance, he was to have
29 control until the bank was all discharged. He didn't, in my opinion, ever
15:34:38 30 want any profit out of it. He put an estimated 600,000 on it, thinking that

15:34:43 1 it would take that length of time. And after that then I would have negotiated
2 with Mr. Goodman a solution to the surplus.

3
4 So I never from day one had myself A, as in control, which I wasn't. And how
15:35:01 5 it would eventually pan out in the end. Because as it would have gone on it
6 could either be sold as it was, it could be held on to, you might need
7 developmental finance which would be a number of millions and so forth. So I
8 had no preconceived ideas as to how the transaction might conclude when I asked
9 Mr. Goodman to assist in financing it.

15:35:34 10 Q. 405 Fine. We'll see from the record that you prepared the sixth of your meetings
11 at page 2420, that it would appear that you gave a record of having had a
12 discussion with Mr. John Caldwell and having agreed a revision of the original
13 fee structure. We'll see that on screen now.

15:35:44 15 "John Caldwell and Liam Lawlor in attendance. Discussions took place on the
16 refinancing". That is the consequence of the interest not being paid by
17 Mr. Goodman. "And the following was agreed and a revised beneficial
18 shareholding arrangement was put in place as follows:
19 Jim Kennedy 50%; John Caldwell 25% and Liam Lawlor (25% held by John
15:36:08 20 Caldwell)".

21
22 Now, firstly, that would appear to indicate that it was not a case of you
23 deciding the 25% might be an appropriate sum to seek in negotiations by
24 Mr. Smyth with Mr. Caldwell. But rather you are making the case here that
15:36:26 25 there was such an agreement. And that such an agreement took place between
26 yourself and Mr. Caldwell at the sixth meeting. Is that true?

27 A. You know, A, it could have been a telephone call with Mr. Caldwell. It could
28 have been a meeting in the office. At this stage there wasn't great dialogue.
29 There was hostility, there was difficulties and so forth. So, you know, I
15:36:53 30 can't say it was cast in stone. Mr. Caldwell never committed it to any

15:36:57 1 agreement. He denied it afterwards. So again based on what transpired later
2 as you can see where Mr. Caldwell never believed there was any such agreement.
3 That it was my analysis, you know, of what should be an agreement. But the
4 fact that I was dealing with the man I was, was like dealing with mercury.
15:37:15 5 So, you know, there was a dilemma and you had him here for five or six days
6 listening to him and how he did his business on my behalf and others and it
7 wasn't an easy situation. And then he went on to deny it and made the
8 outrageous claim that I'll blackmail him. If you go to a barrister and you go
9 to the Law Society to complain about a solicitor, I don't think that could ever
10 be construed as blackmail.

11 Q. 406 Mr. Lawlor you record, in your own words, that there was a meeting at which
12 John Caldwell and Liam Lawlor were in attendance. We now take it you're not
13 clear as to whether A, there ever was a meeting of such nature attended by
14 yourself and himself?

15:37:54 15 A. Well there was a number of discussions I attempted to have with John Caldwell.
16 Whether it was an actual formal meeting. And I'm putting it here now done
17 this is what he should be pursued for.

18 Q. 407 Right but that's not what you're putting down is that the following was agreed
19 and a revised beneficial shareholding agreement was put in place. I mean,
15:38:15 20 that's absolutely clear in its terms, Mr. Lawlor, and they're your words. Are
21 you now saying that there was no such agreement and that a revised beneficial
22 shareholding was not put in place but you hoped that after a settlement that
23 might be negotiated by your solicitor that you would achieve something along
24 those lines?

15:38:37 25 A. I just know that it didn't happen. I'm looking back at it now and saying well
26 that was my thinking that that was a reasonable solution to the situation and
27 that's where I should stand in the matter. Now, Mr. Caldwell later decided if
28 I had some sort of an agreement with him or a shake of hands at a meeting, he
29 certainly denied it later. So I can't be absolutely certain that it was
15:39:00 30 'okay, Liam, you're entitled to 25%'. I would have been saying what are you

15:39:06 1 going to do about this problem. And he was denying all liability to me at a
2 certain time. So whether we came to some sort of a compromise. Because A,
3 he didn't want to be taken to the Law Society. B, he put in a solicitor to
4 defend him, to take him away from his partners where he didn't want to get
15:39:26 5 embroiled in it.
6 And I can't say absolutely for definite that we shook hands on an agreement.
7 It was the sort of percentage that I affected as fair play and that's what I
8 went after him for.

9 Q. 408 So this is another what I might call aspirational document you would hope at
15:39:47 10 the end of the day you might achieve this end?
11 A. He said these were all created after the event and that they weren't factual
12 and so forth. But there's a degree of truth in that, you know.

13 Q. 409 But there's nothing wrong in creating a document after the event, Mr. Lawlor as
14 long as it's accurate. And it sets out an accurate history of the events.
15:40:16 15 What you are purporting to do is to prepare a historical account of events
16 ranging over 6 meetings, at which you distinguish between the various steps
17 taken at each meeting. And it would appear from the consideration of the three
18 meetings that we have considered so far that you're prepared accept that there
19 were probably no meetings at all firstly.

15:40:30 20 A. Well this here would have been definitely some sort of a phone call possibly
21 with Mr. Caldwell in if not an actual meeting. But it was an effort to set
22 down to give Mr. Smyth some tools to work with. And it sort of said that's a
23 fair compromise. I mean, he can't resist the fact that there's an entitlement
24 there of that proportion. Because you can see how the percentage has changed.

15:57:14 25 And as I'm reflecting on the amounts of funds discharged through Vino to the
26 bank and whatever other holding charges they had and costs and so forth. It
27 had seemed like a reasonable commercial conclusion to a transaction.

28 Q. 410 It's painting a trail of events, setting out a sequence whereby you have moved
29 from an initial position of 41.3 down to a position of 25 and you set out the
15:57:16 30 reasons for that in the course of the document. But none of that is correct

- 15:57:16 1 as regards --
- 2 A. It ended up in that desired result situation. In the interim, you know, the
3 dog fighting that went on wasn't very clever or pleasant but sure we can't turn
4 back the clock. And to this day there's a debt of 160,000 to Larry Goodman
15:57:17 5 which should be paid. If I had the funds he'd be the first man to write a
6 cheque to because I'll I got the man into a controversy for doing a good turn.
7 Others didn't see it that way.
- 8 Q. 411 Can the Tribunal take it Mr. Lawlor, that you were prepared to write documents
9 giving a historical account of events which was not in fact a historical
15:57:18 10 account of events but was rather a series of events which were put down so as
11 to give you an advantage in your negotiation with Mr. Caldwell that you would
12 stand over these documents as being accurate reflections of the meetings which
13 took place?
- 14 A. No, I would see it as Noel Smyth said look would you go away and set out a
15:57:19 15 series of documents that can give me the ammunition to go after this lawyer.
16 And that's what I did. And I set them out in that format and now looking at
17 them with the wisdom of hindsight, no, they are unhelpful to you to try and
18 understand what you're trying to look into. They're not as accurate as they
19 should. They are reflecting shareholdings which were bartering positions.
15:57:20 20 They weren't actually ever fact until we end up with a so called interim
21 solution by Mr. Caldwell. So, yes, they are a fairly clumsy set of documents,
22 Mr. O'Neill. I have no potential or argument with you of explaining that to
23 you.
- 24 Q. 412 I'm not suggesting that they are clumsy, Mr. Lawlor. But I am suggest that
15:57:21 25 they are factually inaccurate insofar as they record the facts?
- 26 A. They are. And I'll tell you where they are inaccurate. I'm dragging in
27 Mr. Kennedy's name to it because I know he's in the mix. Not in it when the
28 events when they were taking place. But I know they're in there now because
29 Caldwell told me he had to go and plead with Jim Kennedy to go and get the
15:57:22 30 money to rescue the situation. Because Southfield were going to be liquidated

- 15:57:22 1 and he and his partners were going to have problems and so forth.
- 2 Q. 413 So we can probably pass from that on the basis then that you say that
- 3 Mr. Kennedy was drawn into the mix after the event and that it arose only after
- 4 1992 and the Vino transaction but that he was not involved beforehand?
- 15:57:23 5 A. I maybe should know it, Chairman, and I don't is whenever that diplomat Patrick
- 6 Kennedy situation arose. That's the first and there's an obvious name there.
- 7 he is his eldest lad was there. And he was asked to stand into the
- 8 circumstances as I've outlined. That's wholly contradictory to everything
- 9 that Mr. Caldwell has said here at the Tribunal.
- 15:57:25 10 Q. 414 Yes. All of that documentation is generated by Mr. Caldwell in straightening
- 11 or completing the books for the winding up of Vino -- sorry, of Southfield
- 12 Property Company.
- 13 A. Well what I'm asking you. Because I'm asking for your help. I don't know
- 14 when that actually event took place. I don't know does it fit the sequence of
- 15:57:25 15 events of what I am telling you is my recollection of matters.
- 16 Q. 415 The closing date of the Southfield sale to Vino was in May of 1992. And in
- 17 order to put the company in good standing so that it could pass on title to
- 18 Vino, various returns were completed by Mr. Caldwell in relation to the capital
- 19 gains tax I think, requirements of Southfield Property Company throughout that
- 15:57:27 20 period. And the involvement of Diplomat Trust Company Limited and others
- 21 followed upon the reaction of Mr. Caldwell to the knowledge that Mr. Noel Smyth
- 22 was endeavouring to take over the Bank of Nova Scotia loan. That took place
- 23 as and from the 15th of November 1991.
- 24 So between November 1991 and the assignment of the shareholding in Southfield
- 15:57:28 25 to Diplomat Trust and to Mr. Kennedy, that took place at the end of 1991 and
- 26 prior to the completion of the contract for sale to Vino in May 1992?
- 27 A. Makes sense to Mr. Caldwell going to see and try and get the thing rescued
- 28 which is contradictory to what he said earlier that I had supposedly negotiated
- 29 a half share with Mr. Kennedy yonks earlier. That's the first entry into the
- 15:57:29 30 transaction that I know occurred from a Kennedy point of view. That's all I

15:57:30 1 know is that. And it was even when I saw this documentation I never saw
2 before. I wondered who they were and how it came about and so forth. And
3 what I don't understand, Mr. O'Neill isn't how Mr. Smyth representing
4 Mr. Goodman going down to Bank of Nova Scotia where the bank was supposed to
15:57:31 5 have 100% control couldn't have achieved what he was asked to do. Instead of
6 bringing along a developer think about how he could rob the land like
7 Mr. Caldwell. If he had focused on the job he was given I don't know why he
8 couldn't have taken over the loan because it was Mr. Goodman's loan and he was
9 acting for him.

15:57:31 10
11 Now I find here that the other day that the 350,000 was in an account in the
12 Isle of Man to just do that. So talk about lawyers and not being capable of
13 doing what they were asked to do, defies logic to me.

14 Q. 416 I see. Mr. Lawlor, if we can just then revert to the initial meetings which
15:57:33 15 you had with Mr. Goodman. You say you came to that meeting without there
16 being any prior arrangement with Mr. Caldwell and Mr. Kennedy. And the
17 references that are subsequently made to Mr. Kennedy and Mr. Caldwell having a
18 role to play in those lands at that time in 1997 --

19 A. Sorry, you're talking about which?

15:57:33 20 Q. 417 I'm going back now to deal with your meeting with Mr. Goodman.

21 A. Sorry.

22 Q. 418 The circumstances in which we were looking at these documents was that you say
23 that when you went to see Mr. Goodman the only party involved was Liam Lawlor
24 personally. There was no company. There was no Isle of Man company.

15:57:34 25 A. Yeah, the thought there was look, Larry there's a tender required for this,
26 okay. We'll put in what do you think Brian come in, get the money arranged.

27 Q. 419 Sure.

28 A. Now, there was -- we didn't go beyond that in any sort of consideration.

29 Q. 420 Right.

15:57:35 30 A. None what so ever.

- 15:57:35 1 Q. 421 The reason we were considering the documents which we have considered this
2 afternoon, Mr. Lawlor, was as you'll appreciate, that they give an account of
3 events all written by you with the exception of the attendance by Mr. Mooney
4 and the attendance of Mr. Smyth's solicitor which --
- 15:57:35 5 A. Sorry. Could I ask you for the number of Mr. Smyth's document because I never
6 saw it until you put it on screen.
- 7 Q. 422 Sorry. It's 2414.
- 8 A. 2414.
- 9 Q. 423 It's the instruction from Mr. Smyth.
- 15:57:36 10 A. Yes, I understand what it is. I didn't get
- 11 Q. 424 Well we were reviewing those documents, Mr. Lawlor. Because in those
12 documents there were statements by you to the effect that Mr. Caldwell and
13 Mr. Kennedy had been involved from the very beginning of this project and that
14 that they had continued to be involved until that point in time. And I was
15 addressing those in the context of your evidence that you had not discussed it
16 with Mr. Kennedy prior to the acquisition of the lands.
17
18 So if we now can move from that point to Mr. Goodman himself. You say that
19 you had personal dealings with him. You had a friendship with him. You had
15:57:38 20 a professional relationship with him extending back from some years prior to
21 1987. You went to him with a project. He could have rejected it for all you
22 know. You produced to him as far as you know the brochure which was the
23 brochure advertising the lands for tender and after a relatively short period
24 of time, minutes in fact, he, Mr. Goodman, was prepared to accede to the
15:57:39 25 proposition which you had put to him; is that in summary what you say to this
26 point now?
- 27 A. Yes, sure, yes.
- 28 Q. 425 I'm endeavouring to date that, insofar as we can. Mr. Britton says that he
29 prepared a memorandum himself independent of that prepared by Mr. Goodman and
15:57:40 30 he dated his memorandum the 17th of July 1987 as his first meeting. So that

- 15:57:40 1 we can date the visit by you to Ardee and the meeting with Mr. Goodman.
- 2 A. Sure.
- 3 Q. 426 As of that date. We'll see on screen at page 190 what Mr. Goodman recorded as
- 4 the essential elements of that discussion. And I accept that this was not a
- 15:57:41 5 copy of a document which was furnished to you after the meeting by Mr. Goodman
- 6 but nonetheless it's one which you have been aware of for some time. It's
- 7 been both exhibited as a document and it also has been circulated in the brief
- 8 of documents. And it sets out that there was a proposal made by you.
- 9
- 15:57:42 10 There was to be bridging finance for a deposit. If successful the purchase
- 11 monies, the bridging monies and costs and fees were to be provided for up to
- 12 350 to 400,000 pounds. That the bank financing of it would take place. That
- 13 it would be secured against the lands. That he would be repaid his funds.
- 14 That it was anticipated that there would be a requirement of 4 to 6 weeks of
- 15:57:43 15 the initial funding and that there would be an agreed takeout of 600,000 plus
- 16 interest and costs over 350,000 pounds, split on a 50/50 basis. That, I think
- 17 has been explained as meaning that of a potential there was a maximum potential
- 18 profit under the cap of 250,000 of which 50% would be Mr. Goodman's entitlement
- 19 of 125.
- 15:57:44 20 A. That's why I say, Chairman, that we never discussed that. Would seem to be a
- 21 reasonable note for him to make after the meeting and to put on file so that
- 22 maybe years later. Because I couldn't quite grasp when you were questioning
- 23 him here why you thought it was for weeks the funding when it was always going
- 24 to be from two to five years.
- 15:57:44 25 Q. 427 We'll have heard Mr. Goodman's evidence that his initial view as much as you
- 26 needed to be funded for was the deposit to secure the lands. But that once
- 27 the lands -- once you were the successful bidder that it would have been
- 28 possible for you to arrange finance elsewhere?
- 29 A. Well it wasn't, I think it was his verbal instruction to Mr. Britton, was that
- 15:57:46 30 he was to arrange the finance.

1 Q. 428 Yes.

2 A. And that's what happened.

3 Q. 429 He again, Mr. Britton would say that he was facilitating you in raising the
4 finance, rather than financing the project for Mr. Goodman.

5 A. Well, it happened the way it happened, Mr. O'Neill and whatever -- what
6 happened was, Brian organised the finance, organised the company, organised a
7 bank and make sure we are protected. Is that o.k. Liam, fine. Now, that was
8 like -- so who then has or holds or what flows from that and because of these,
9 time being of the essence, the money was transferred. Now there was a
10 discussion about APL that doesn't reflect here.

11
12 Mr. Britton was very knowledgable about the figures later and would have been
13 aware that there was a surplus of about 100,00 in APL because he knew how much
14 had been spent on the land and that there was a surplus and the purpose of
15 transferring the money to APL again, which I take exception to you trying to
16 suggest that there was no paper trail, was that it was going into APL and
17 whatever the cost of the land was going to be and hopefully wasn't going to be
18 more than a quarter of a million, the balance was going to be left in APL to
19 continue funding the feasibility study.

20 Q. 430 If that were the case, Mr. Lawlor, could I suggest that this was a matter that
21 would be recorded by Mr. Goodman or by Mr. Britton in their attendances which
22 they prepared on the day because they were listening on this day, the 17th of
23 July 1987, for the first time apparently to your proposal. You had put forward
24 a proposal which was entirely independent of any former relationship you had
25 had with them which was a technical commercial relationship in relation to
26 refrigeration equipment as far I know, and this was now a situation which was
27 going to be addressing an acquisition of a property for speculative purposes
28 over a period of 2 --

29 A. I think parallel to that was APL.

30 Q. 431 Sorry.

1 A. Parallel to that was APL.

2 Q. 432 Mr. Goodman has said that this was the first time that he had met you in recent
3 years in connection with a business venture. That it had been arranged on the
4 basis that you would discuss the APL project. But that on going to the
5 meeting, it was this project that was discussed rather than APL.

6 A. Well no, I think after we had discussed APL then we discussed this. This was
7 at the end of the meeting, because the purpose of the meeting was APL and we
8 discussed it and he discussed his man Lowry and Kerr and his man in Regal Foods
9 in the north and he had given his detailed comments on that aspect of thing and
10 we concluded on that that we would cooperate going forward and that I would
11 make contact with the various personnel within the group. And at the end of
12 that then I tabled this other matter and it was then that he called in Brian
13 Britton because if that was the only thing that was discussed at the time, it
14 would have been a 3 minute visit to Ardee.

15 Q. 433 Yes, it was according to Mr. Goodman certainly, a relatively short meeting.

16 A. Sure.

17 Q. 434 It got to the point rather quickly. Could I suggest to you that there was no
18 APL financing arrangements or involvement made until 1988. And that in July
19 1987 there was no agreement, there was no question of monies being advanced for
20 the purpose of an APL project?

21 A. Well, you know that's not my recollection but anyway. I don't know who is
22 right or wrong because you are documenting there and you are questioning about
23 a payment per month. A payment per month as I recollect was vouched expenses.
24 That wasn't funding that was advanced to me, that was on foot of expenses paid
25 out by a Mr. Corrigan and accountant in Goodman International against mileage
26 and various other outgoings every month.

27 Q. 435 The documentation as you know at page 2899 is a document provided to the
28 Tribunal by Mr. Goodman. The Tribunal has sought the backup documentation
29 behind it because it has been indicated that that documentation is not
30 available. It is sought to establish how this document was prepared and what

1 the basis of its preparation was and equally it has not been provided with any
2 of that documentation but it is offered as being a record of the payments which
3 were made to you as under the APL Blood project payment basis.

4 A. That could be Chairman, but I am suggesting that there was original receipts
5 attached. And there was a reconciliation, sometimes there would be less per
6 month and sometimes there would be more, that's all I recall.

7 Q. 436 Could I suggest firstly, if we look to the document that the first of these
8 payments didn't take place until July 1988 and that was for a 2 month period
9 7,000 and it appears that Mr. Goodman was prepared to accept in fact that his
10 statement that the payments had started in May was probably inaccurate, and
11 that they probably started in June.

12 A. I haven't a clue about that sort of detail.

13 Q. 437 Right. There is an equal payment. You are the recipient of these payments,
14 apparently in equal sums of 3,500 per month for a period until the end or the
15 beginning of August 1990 at which point the examinership was in progress and
16 the payments ceased but to that point you had been paid exactly 3,500 pounds
17 each month. And could I suggest to you that that is not really consistent with
18 you submitting travel expenses or variable charges for work done in a period
19 because if that were the case there would have to be some form of -- well
20 firstly, the figures would not be equal every month.

21 A. No, but I think it was sort of estimated at -- all I'm saying is that it is my
22 recollection that there was very detailed back up. That's all I can recall. I
23 would recall my office preparing -- and I talking about how many miles and all
24 that sort of stuff. So that's my recollection of those figures.

25 Q. 438 Sure.

26 A. There could have been and maybe they were to do with Food Industries, I can't
27 recall.

28 Q. 439 No, Food Industries payments were separate again from that and they were uneven
29 figures, we will see at page 2898, where your expenses in respect of Bailieboro
15:29:05 30 Food Industries payments are recorded. They again start in May of 1988. You

15:29:05 1 were given a fee of 15,000 pounds back at the start with them and then there
2 were expenses and we will see that the figures there are broken down into sums
3 which are not even amounts. And probably were reflect actual expenditure, I
4 think you were actually driving around the country and staying in locations and
15:55:06 5 incurring expenses?

6 A. Sure.

7 Q. 440 That is quite separate and distinct, I suggest, from the APL payments which
8 were even amounts every month and continued without any form of review over a
9 period of 27 months I think in all; isn't that so? You see, you say,
15:55:23 10 Mr. Lawlor, that there was discussed at the meeting an arrangement whereby APL
11 would be financed from the Goodman organisation as of a date on the 17th of
12 July of 1987. And I have to suggest to you that in fact the records would show
13 that no such finance was provided until a year later?

14 A. Well sure what was provided to APL then?

15:55:45 15 Q. 441 What was provided to APL? Are you talking about the three payments?

16 A. I don't know, I'm talking about other than the monies that came in to APL.
17 There was -- monies needed for the land transaction was transferred to Binchys
18 and then as I previously gave evidence but it wasn't quite as it transpired
19 that the money was returned to Goodman International. But what I was
15:56:15 20 referring to there now getting all of the documents, is that the bank sent the
21 money back to Goodman International at the time from Bank of Nova Scotia. It
22 was returned through that method, mechanism.

23 Q. 442 Well that was a payment which was made on the 31st of December 1987.

24 A. The dates really don't mean a whole pile to me to be honest. The only thing I
15:56:36 25 would say, Chairman. Sorry. As I said earlier, Mr. O'Neill, that
26 Mr. Britton was the man minding and managing this and he knew how much was paid
27 for the lands and he knew how much was left in APL and it was ongoing. So
28 that's -- that was, you know. So where this difference of opinion comes in
29 about APL and the funds. And what I just want to say to you if you want to
15:57:04 30 deal with that Mr. O'Neill. Well sorry.

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CHAIRMAN: It's four o'clock and we will sit at half ten tomorrow morning

A. Thank you, Chairman.

THE TRIBUNAL THEN ADJOURNED UNTIL THE FOLLOWING DAY,

THURSDAY 3RD MARCH 2005, AT 10:30 A.M..