

THE TRIBUNAL RESUMED AS FOLLOWS ON WEDNESDAY 21ST MAY 2008

AT 10.30 AM:

MR. O'NEILL: Good morning Mr. Chairman, Members of the Tribunal. The first witness to call today is Mr. Des Richardson. Mr. Richardson, can you come to the witness box please.

MR. DES RICHARDSON, PREVIOUSLY SWORN, WAS QUESTIONED AS FOLLOWS

BY MR. O'NEILL:

CHAIRMAN: Morning, Mr. Richardson.

Q. 1 Good morning, Mr. Richardson.

A. Morning.

Q. 2 Mr. Richardson, your initial involvement in this phase of the inquiry really stemmed from the fact that you were a person who had gathered funds for Mr. Bertie Ahern by way of a whip around or dig out amongst his friends and you were questioned in relation to the circumstances in which that took place, with particular reference to the only documentary evidence that there was to back that particular payment, that was a payment to Mr. Bertie Ahern of some 22,500 pounds in December of 1993, isn't that so?

A. Correct.

Q. 3 And that was explored with you in some detail because the documentary evidence which existed in relation to that payment came from Mr. Bertie Ahern's bank records and was a cheque for two and a half thousand pounds from a company called Wildover Limited that you used for your business purposes and also to receive funds from Fianna Fail for your services, isn't that right?

A. Correct.

Q. 4 And that was a cheque for two and a half thousand pounds which was made

10:36:20 1 payable to cash and which was lodged to Mr. Ahern's account by Mr. Ahern,
2 isn't that so?

3 A. Correct.

4 Q. 5 And the second document that backed the payment of the monies to Mr. Ahern
10:36:34 5 was a draft for 5,000 pounds which was a draft drawn on the Bank of
6 Ireland at Montrose in Dublin and made payable to you, isn't that right?

7 A. Correct.

8 Q. 6 And these two payments on their face would not appear to have had any
9 connection with Mr. Ahern insofar as they were not endorsed by name to
10:36:56 10 him, either the cheque or the draft, isn't that right?

11 A. Correct.

12 Q. 7 And so these documents were traced as to their origin and it had been
13 apparently indicated to Mr. Ahern when he received these documents in the
14 first instance, in December of 1993, that the two and a half thousand
10:37:21 15 pounds cheque from Wildover represented your personal contribution towards
16 this assistance towards his marital legal costs, isn't that right?

17 A. Yes.

18 Q. 8 The other 5,000 pounds draft was said to be the contribution of
19 Mr. Pdraig O'Connor in the form of a draft, isn't in a right?

10:37:40 20 A. Yes.

21 Q. 9 And I think we established in the course of the hearings in November last,
22 with you, that your belief that this draft had been funded by a Wildover
23 cheque for 5,000 pounds written on the same day as the date upon which the
24 cheque was purchased was in fact an erroneous belief on your part isn't
10:38:06 25 that right?

26 A. And your part at the time, yes.

27 Q. 10 Well on my part and the Tribunal's part, on the basis that it had asked
28 you whether or not it was the case that this cheque number 169 for 5,000
29 pounds funded the draft and you indicated in correspondence after
10:38:25 30 interview with the Tribunal that that was in fact the case?

10:38:28 1 A. It looked very obvious at the time, yes.

2 Q. 11 Yes, but you were the person that conducted that account, you were the
3 person who had the knowledge, not the Tribunal, as to what the purpose of
4 that expenditure was?

10:38:41 5 A. Yes. I think in correspondence from you, you indicated that you thought,
6 the Tribunal thought that it came from the same account.

7 Q. 12 The Tribunal asked you for an explanation -- I don't know that a lot turns
8 on it, Mr. Richardson.

9 A. Sure okay.

10:38:54 10 Q. 13 But certainly I accept that the position was that it appeared from the
11 sequencing of events, the chronology of events and the dates, that the
12 5,000 pounds cheque from Wildover was written on the same day as the 5,000
13 pounds draft was issued by Bank of Ireland in Montrose.

14 A. Correct, sure.

10:39:15 15 Q. 14 Both happened in the same branch and therefore it appeared that one funded
16 the other?

17 A. Yes.

18 Q. 15 But in fact ultimately it transpired that that was incorrect, and the
19 5,000 pounds that came to fund that draft came from an entirely separate
10:39:33 20 account, that is the account of a company called Roevin Ireland Limited,
21 isn't that so?

22 A. Yes.

23 Q. 16 And that was an account at that point in time that certainly the Tribunal
24 was unaware of and you had not recollected.

10:39:47 25 A. Yes.

26 Q. 17 Because that company had not been used by you for some time, isn't that
27 right?

28 A. Correct.

29 Q. 18 And in relation to that company it was apparently an Irish company related
10:40:01 30 to an English company, an English parent company, which was no longer

10:40:06 1 trading for some years prior to that date, isn't that right?

2 A. Yes.

3 Q. 19 You had, you indicated to the Tribunal that the funds within that account

4 were funds which you considered to be your own by virtue of an agreement

10:40:24 5 with the English directors of Roevin which was owned by Doctus Plc company

6 which was either in receivership or liquidation, is that right?

7 A. It was, yes.

8 Q. 20 Yes. Now that information came to the Tribunal very late in the day,

9 indeed when your evidence was being taken on the issue, and perhaps if we

10:40:49 10 could just consider briefly the documentation which backs that. If we see

11 on screen please page 24742, this is a bank print out of the details of

12 the account of Roevin Ireland Limited from a period commencing in October

13 of 1992 and on the page in front of you there you will see that it opens

14 with a lodgement of 39,000 pounds, or there is 39,000 pounds in it.

10:41:23 15 A. Okay.

16 Q. 21 Isn't that right? And from October 1992 until December of 1993, which is

17 the last entry on that page, you will see that there is only one

18 withdrawal, that is 2,000 pounds on the 16th November, that's up at the

19 top of the column there, 16th November 1992; 2,000 pounds comes out of

10:41:52 20 that account, and then on the 22nd December of 1993; 5,000 pounds comes

21 out of that account.

22 A. Yes.

23 Q. 22 And it's the 5,000 pounds account withdrawal that we see here which went

24 on to fund the draft that was payable to Mr. Bertie Ahern and which is

10:42:13 25 said to represent Mr. Pdraig O'Connor's payment, isn't that so?

26 A. Yes.

27 Q. 23 Yes. Now, the next page I'd ask you to look at is page 24775, which is

28 the continuation of this account and there is some overlap between the

29 information on this page and the other page, I think if we start at the

10:42:36 30 withdrawal of the 22nd of December there for 5,000 pounds.

10:42:41 1 A. Yes.

2 Q. 24 You see that? And we move down to the last entry on the page which is

3 effectively the closing of that account on the 14th of September 1995, is

4 that so?

10:42:55 5 A. Yes.

6 Q. 25 And that closure of that account effectively was the removal of 36,357.99

7 pounds to close that account, isn't that right?

8 A. Okay, it seems that way, yeah.

9 Q. 26 Yes. So that in the overall that account operated, or opened between

10:43:15 10 October of 1992 and closed almost three years later, 1995, conducted no

11 business effectively, save a withdrawal of 2,000 pounds and a withdrawal

12 of 5,000 pounds, isn't that right?

13 A. Yes. Sorry just on that, Mr. O'Neill, I am not sure when that account

14 opened, I don't see it here. You mentioned '92, I'm not sure if that's

10:43:43 15 correct or not.

16 Q. 27 I see. Perhaps you could assist us with that, it's your account as far as

17 I know, you are the person who certainly operated it from the time that we

18 see on screen, because you have indicated to us that the company Roevin

19 had ceased operation some years before this, isn't that right?

10:44:02 20 A. Yeah.

21 Q. 28 Right, so that any transactions on this account that we see on the page

22 are transactions conducted by you personally.

23 A. Yeah.

24 Q. 29 Not for the benefit of the company. And of the two transactions that we

10:44:13 25 see here, one is a withdrawal of 2,000 pounds, I am not sure if you can

26 tell us what that was in respect of?

27 A. No.

28 Q. 30 And the other was the withdrawal of 5,000 pounds which funded a draft

29 which went to Mr. Bertie Ahern and is said to represent part of the dig

10:44:29 30 out loan --

10:44:30 1 A. Yes.

2 Q. 31 -- which was made to him. And that as I say was the 22nd of December of

3 1993. So can you indicate firstly, how in anyway this account is related

4 to Mr. O'Connor's donations, supposedly of 5,000 pounds, towards a payment

10:44:53 5 to Mr. Ahern?

6 A. Again please?

7 Q. 32 The 5,000 pounds withdrawal here purchased the draft for 5,000 pounds,

8 isn't that right?

9 A. Yes.

10:45:04 10 Q. 33 We are in agreement that Mr. Ahern was presented with the draft and at the

11 time of presentation was told that it represented Mr. O'Connor's personal

12 donation of 5,000 pounds cash to him.

13 A. Yes.

14 Q. 34 Isn't that right?

10:45:18 15 A. Yes.

16 Q. 35 We know that that sequence isn't correct, in view of the documentation

17 which is here. Mr. O'Connor did not provide the 5,000 pounds draft which

18 Mr. Ahern received, you provided it by purchasing it through the funds of

19 Roevin, isn't that so?

10:45:36 20 A. Yes.

21 Q. 36 So we are in agreement with that?

22 A. Yes.

23 Q. 37 So there in fact is no connection on paper between the expenditure of

24 monies or the withdrawal of funds from this account of Roevin's and

10:45:49 25 anything to do with Mr. O'Connor, isn't that right?

26 A. Yes.

27 Q. 38 On the face of it. Now, it's your belief nonetheless that Mr. O'Connor

28 did pay you 5,000 pounds in some way.

29 A. Yes.

10:46:00 30 Q. 39 And you in some way conducted some exercise which allowed you to take the

10:46:06 1 money from this account and to treat that as Mr. O'Connor's money, isn't
2 that right?

3 A. Yes.

4 Q. 40 But on the face of this document here there is no re-lodgement to this
10:46:16 5 account of a 5,000 pounds that would equate to Mr. O'Connor's
6 contribution, isn't that right?

7 A. Right.

8 Q. 41 So whatever Mr. O'Connor did or whatever you say happened in relation to
9 his 5,000 pounds did not become reflected in this account in anyway, isn't
10:46:35 10 that right?

11 A. Right.

12 Q. 42 So the position at the end of the day then, looking at the documentation
13 which backs the goodwill loan to Mr. Ahern of 22,500 pounds, is that the
14 only documentation existing in relation to it is the cheque and the draft,
10:46:55 15 isn't that right?

16 A. Yes.

17 Q. 43 The draft as we see, was a draft payable to you and therefore doesn't in
18 anyway relate to it being a payment to him, that is to Mr. Ahern, either
19 for a marital separation cost dig out or otherwise, isn't that right? The
10:47:15 20 document is neutral as regards there being any connection between that
21 payment and the reasons which are advanced to the Tribunal for the receipt
22 of the money by Mr. Ahern, isn't that so?

23 A. The reason the 5,000 pound was given to Mr. Ahern because it had been
24 promised by Padraig O'Connor.

10:47:33 25 Q. 44 Yes.

26 A. On the basis of that it was paid because I either got money from Padraig
27 O'Connor or was expecting money in from Padraig O'Connor.

28 Q. 45 What I am really asking you, Mr. Richardson, is whether or not on the face
29 of any of this documentation there is any apparent connection between the
10:47:51 30 stated purpose for which you say it was paid and the document itself? In

- 10:47:57 1 other words can I put it to you this way, there is nothing on the draft
2 that says this was a personal gift or it was a loan or anything of that
3 nature, isn't that right?
- 4 A. We have been through all this before in November.
- 10:48:09 5 Q. 46 I know.
- 6 A. In great detail and Mr. O'Connor has said he gave me 5,000 pounds on
7 behalf of Mr. Bertie Ahern. Now, at the time we weren't sure exactly how
8 it came, he did say he gave it, I said I got it and it was paid to
9 Mr. Bertie Ahern.
- 10:48:25 10 Q. 47 But now that we see the documentation in it's complete form, and that is
11 this documentation you see on screen here, showing where this money came
12 from, there is no apparent explanation on the face of this document which
13 relates it to it being a payment to Mr. Ahern, isn't that right?
- 14 A. But we know the money came from Pdraig O'Connor and I had a promise from
10:48:49 15 Pdraig O'Connor to pay 5,000 pounds.
- 16 Q. 48 That is --
- 17 A. If it had come I would have given the money from Pdraig O'Connor, if it
18 hadn't come I would have paid on behalf of Pdraig O'Connor, and I've no
19 doubt I got the money from him in time. So it's a paper exercise you are
10:49:05 20 talking about maybe.
- 21 Q. 49 I am asking you whether there is any document whatsoever which records
22 that sequence of events which you have outlined to us? Is there any
23 document that you have which records the fact that you received 5,000
24 pounds from Pdraig O'Connor? I think the answer to that is no?
- 10:49:22 25 A. What's the question again please?
- 26 Q. 50 Is there any document which records the receipt by you, you
27 Mr. Richardson, of 5,000 pounds from Pdraig O'Connor?
- 28 A. No receipt, but I know it came and you know it came and Pdraig O'Connor
29 knows it came.
- 10:49:37 30 Q. 51 But the question I am asking you is about the documentation and the

10:49:40 1 existence or otherwise of documents which support the account of events
2 given by you and other witnesses in relation to these payments. And I am
3 asking you whether or not there is any documentation which supports the
4 receipt by you of 5,000 pounds from Mr. O'Connor?

10:49:56 5 A. Well I am sure there was documentation came from Pdraig O'Connor at the
6 time.

7 Q. 52 Right. Well we know that there is no such document.

8 A. He's confirmed that. He's confirmed that.

9 Q. 53 He has not confirmed that. We have seen all the documentation which
10:50:09 10 relates to a 6,050 cheque being paid by NCB stockbrokers to a company
11 called Euro Workforce Limited and that he says is the only payment that he
12 made and there is an issue about whether or not that was a personal
13 payment by him or a payment by NCB stockbrokers for a survey on the
14 premises, which is what the documentation suggests?

10:50:33 15 A. We have had a full half day on this back in November.

16 Q. 54 I know we have and I don't intend to get into it again, Mr. Richardson,
17 with you, if we can agree on one thing, that is that the documentation
18 which we now have does not record the fact that the 5,000 pounds that we
19 see coming out of this account on screen here has anything to do with the
10:50:52 20 payment to Mr. Ahern to meet his legal expenses?

21 A. But that is exactly what it is.

22 Q. 55 Fine.

23 A. I know that and you know that.

24 Q. 56 Now, in relation to that single payment, that is the 5,000 pounds payment,
10:51:06 25 this account is the account from which that money came and am I correct in
26 saying that within this account, that is the account of Roevin, you
27 haven't prepared any detail cheque journal or other record showing what
28 this payment is for?

29 A. Correct.

10:51:27 30 Q. 57 If we can move then to the Wildover payment which is the 2,500 payment, in

10:51:32 1 that instance there was a record kept of what the money was paid for,
2 isn't that right?

3 A. Yes.

4 Q. 58 And that was a cheque journal which was maintained and that cheque journal
10:51:43 5 insofar as it relates to the 2,500 pound cheque which found itself in
6 Mr. Ahern's account is recorded as being payment for the Kilmainham
7 function, isn't that right?

8 A. Correct.

9 Q. 59 You see it at page 2352.

10:52:02 10 A. Correct, I explained back in November if full detail.

11 Q. 60 Again on it's face nothing to suggest that it has anything to do with a
12 personal payment to Mr. Ahern?

13 A. I have explained all that.

14 Q. 61 I know.

10:52:13 15 A. In great detail last November.

16 Q. 62 Yes. What I am asking you to confirm with me, Mr. Richardson, is that
17 insofar as there is any documentation relating to these transactions the
18 explanation apparent from the face of the documents is not an explanation
19 which is in accordance with your evidence to the effect that it was a
10:52:34 20 payment to Mr. Ahern?

21 A. It was done on a very confidential basis and that's why it was done that
22 way, and you know that. I explained that to you last November.

23 Q. 63 Now, in November we touched briefly on the relationship which you had in
24 connection with Mr. Ahern's political, financial dealings, that is the
10:52:58 25 conduct of the affairs of the property called St. Luke's and also monies
26 which you had gathered in your role as a fundraiser for Fianna Fail, isn't
27 that right?

28 A. Explain that again please, ask the question.

29 Q. 64 I asked you whether or not on the last occasion we touched upon your
10:53:17 30 relationship with Mr. Ahern in the sense of Mr. Ahern being the politician

10:53:22 1 who was conducting affairs out of St. Luke's and also your relationship as
2 a fundraiser for Fianna Fail, they are two separate areas?

3 A. Yes, indeed.

4 Q. 65 I think you were wearing a number of different hats, if I can put it that
10:53:36 5 way, in relation to the financial affairs that the Tribunal was enquiring
6 into of you, isn't that right?

7 A. Yes.

8 Q. 66 You were on the one hand the person who was making the personal whip
9 around or gathering of funds to meet his personal responsibilities, you
10:53:53 10 were a person --

11 A. Purely once off.

12 Q. 67 Sorry.

13 A. Purely in a once off situation. Never repeated again.

14 Q. 68 You were the person who was engaged in certain of the financial aspects of
10:54:05 15 the operation of St. Luke's and his constituency organisation in
16 Drumcondra?

17 A. Trustee.

18 Q. 69 You were involved in Fianna Fail as a fundraiser?

19 A. Yes.

10:54:20 20 Q. 70 You also had some involvement as we know with Trent Valley in that
21 capacity?

22 A. Yes.

23 Q. 71 Trent Valley being perhaps a minor aspect of the fundraising exercise that
24 you were conducting nationally, isn't that right?

10:54:34 25 A. It was part of the fundraising nationally.

26 Q. 72 Right. Now, in relation to the position about St. Luke's, we touched on
27 it briefly enough and I might just look briefly at the transcript of the
28 evidence on day 789, page 56 at question 328, to give a flavour of what we
29 were looking at, at that time. You were being asked about the role that
10:55:03 30 you played as trustee of St. Luke's. At question 328 I will read it, it's

10:55:13 1 on screen in front of you there.

2

3 This is the Question: "Yes. For example if we were to talk about let's

4 say the role that you had had since 1988 as a trustee role in respect of

10:55:24 5 the premises where Mr. Ahern was conducting his political affairs,

6 St. Luke's.

7 A: Uh-huh.

8 Q: That was an acquisition of property which was put together by a number

9 of persons who were close friends of Mr. Ahern, isn't that right?

10:55:38 10 A: Yes.

11 Q: They dug deep into their pockets, a lot that are than 2,500 I suggest

12 for that purpose, isn't that right?" Then there is an exchange:

13 A: Did they? You are saying they did.

14 Q: Well you tell me.

10:55:57 15 A: Well you asked the question.

16 Q: I'd asked you the question and I'd like the answer. Did these people

17 who acquired the St. Luke's property into which Mr. Ahern conducts his

18 personal affairs was there personal contribution greater than 2,500

19 pounds?

10:56:12 20 A: I can't recall but I wouldn't think so I can't recall that.

21 Question: Were you one of them?

22 Answer. No I wasn't. No.

23 Question: Are you a trustee of that?

24 Answer: Oh I am indeed, yes indeed.

10:56:23 25 Question: But you didn't contribute to the fund.

26 Answer: To the best of my knowledge, no.

27 Question: And on what basis were you a trustee or not, a particularly

28 close friend of his in 1988 were you?

29 Answer: I didn't say I was a close friend of his, you said that three

10:56:38 30 times.

10:56:38 1 Question: In 1988, Mr. Richardson, we are talking about a circumstances
2 in which a property is acquired in which Mr. Ahern is going to conduct his
3 personal affairs" interjection and in question 339 "In St. Luke's and it's
4 acquired by a number of persons with their personal funds and it's put
10:56:59 5 into a trust , is that correct?
6 Answer: To the best of my knowledge, yes.
7 Question: And you were one of the trustees?
8 Answer: Yes.
9 Question: Right and the effect of that is that Mr. Ahern has a
10:57:09 10 headquarters from which to operate while he is an elected representative
11 in that constituency, isn't that right?
12 Answer: Fianna Fail has have a headquarters.
13 Question: Yes.
14 Answer. There is a difference.
10:57:20 15 Question: I am sure there is. The question I asked you is whether or not
16 it was the case that Mr. Ahern would have a headquarters for so long as he
17 was elected TD in the constituency?
18 Answer: Yes."
19
10:57:30 20 You were then asked at question 346 :
21 "Now, the contractors to that fund" that's an error it should be
22 contributor.
23 "Were they persons who would have been close to Mr. Ahern that is the
24 acquisition of the property?
10:57:43 25 Answer: Well I couldn't name those persons at this moment in time because
26 I hadn't had any correspondence from you on that. Now, if I had I would
27 have gone back and looked at that by all means, you are talking now about
28 1988 as you just mentioned, I can't recall the people who were on that
29 list."
10:58:01 30

10:58:01 1 Now, just in that exchange we were touching on the role which you were
2 playing in relation to St. Luke's and it's identified here as trustee
3 role, that information had been provided to the Tribunal, isn't that
4 right?

10:58:13 5 A. Sure, yes.

6 Q. 73 To that point the Tribunal was unaware of the existence of a number of
7 accounts that were used in connection with St. Luke's over and above the
8 constituency number 1 account, which had been disclosed to the Tribunal as
9 being the account out of which the operations of St. Luke's were funded,
10 isn't that so?

11 A. Yes.

12 Q. 74 You are aware that since you have last given evidence a number of accounts
13 have been mentioned. Mr. Ahern indicated the existence of an account
14 called the CODR account.

10:58:45 15 A. Yeah.

16 Q. 75 And the Tribunal in tracing a particular cheque from Davy Stockbrokers
17 established the existence of an account called the "B/T account" which has
18 been the subject of some examination of witnesses over time and most
19 recently yesterday, isn't that right?

10:59:01 20 A. Yesterday?

21 Q. 76 You may be aware that yesterday the B/T account was examined with a number
22 of people from the financial institution.

23 A. Sure.

24 Q. 77 Now, they were accounts not in the knowledge of the Tribunal at the time
10:59:14 25 that you were last before us on the issue of your involvement in
26 St. Luke's.

27 A. Sure.

28 Q. 78 And subsequent to that information becoming available to the Tribunal, the
29 Tribunal wrote to you on the 27th March of 2008, seeking further
10:59:31 30 information from you in relation to St. Luke's club, you might remember

10:59:36 1 that?

2 A. Yeah, I do.

3 Q. 79 We'll see at page 28299 a letter written to your solicitor, Ms. O Dwyer in

4 Frank Ward and company.

10:59:45 5

6 "I refer to the above and confirm that the Tribunal members have directed

7 me to write to you to request that your client Mr. Des Richardson, provide

8 to the Tribunal a detailed narrative statement surrounding his knowledge

9 and/or involvement with the creation of the entity known as the St. Luke's

11:00:00 10 club.

11

12 The Tribunal members are anxious that your client include in his statement

13 the following matters.

14

11:00:05 15 1. Your client should provide the identity of the donors to the

16 St. Luke's fund that went to purchase the St. Luke's building at 161 Lower

17 Drumcondra Road, Drumcondra, Dublin 9.

18

19 2. Your client should provide details of the monies that were settled on

11:00:21 20 the trustees of this trust, including the benefactors of such monies.

21

22 3. Your client should provide details of what if any monies your client

23 personally paid towards the purchase of St. Luke's.

24

11:00:31 25 The Tribunal members are anxious to receive your client's statement at the

26 earliest possible opportunity and accordingly have directed that your

27 client's narrative be provided to the Tribunal no later than close of

28 business on Tuesday 8th April, 2008. I await hearing from you, your

29 sincerely"

11:00:49 30

11:00:49 1 Now, I think it was last evening by fax, Mr. Richardson, that the Tribunal
2 received a response to that request made in March, isn't that right?

3 A. Yes.

4 Q. 80 And we'll see that at page 28509 on screen, which is a statement signed by
11:01:05 5 you which reads as follows.
6
7 "I Des Richardson of 25 Serpentine Avenue, Ballsbridge, Dublin 4, make
8 this statement at the request of the Tribunal set forth in the letter of
9 their solicitor dated 27th March 2008, in relation to my knowledge and/or
11:01:20 10 involvement with the creation of the entity known as "The St. Luke's
11 club". I have had sight of documents circulated by the Tribunal that have
12 assisted my recollection of these matters.
13
14 The term "The St. Luke's club" refers to a group of Fianna Fail supporters
11:01:35 15 that came together in the 1980s with a view to raising money so that a
16 premises could be acquired as a constituency office for the Dublin central
17 constituency. I recollect attending a meeting in the Gresham Hotel in
18 1987, wherein the proposal to acquire the premises at 161 Lower Drumcondra
19 Road, Dublin 9 was discussed.
11:01:54 20
21 To the best of my recollection approximately 20 to 30 persons attended
22 this meeting. I do not have details of the individuals that made
23 financial contributions to Fianna Fail towards the acquisition of the
24 premises at 161 Lower Drumcondra Road, Dublin 9. I may have made a
11:02:11 25 financial contribution to Fianna Fail in respect of the premises, however
26 at this remove in time I do not have a recollection of making such a
27 contribution.
28
29 The premises at 161 Lower Drumcondra Road, Dublin 9, was acquired by the
11:02:25 30 St. Luke's club in 1988 and I acted as trustee in respect of the

11:02:30 1 acquisition of the premises and I remain as trustee of the premises."
2 Signed Desmond Richardson and dated yesterday, that was your statement on
3 this.
4 A. Correct.

11:02:39 5 Q. 81 In the body of that you make reference to the fact that you had considered
6 documentation which was circulated by the Tribunal to you to assist you in
7 your recollection?
8 A. Yes.

11:02:55 9 Q. 82 Is that the only documentation you had the opportunity of considering
10 before you provided this statement to the Tribunal yesterday?
11 A. Yes, I have no other documentation, never had documentation.

12 Q. 83 No. But you are a trustee, then and now of St. Luke's, isn't that right?
13 A. Correct.

14 Q. 84 You are aware that the Tribunal have made an order for discovery directed
11:03:10 15 towards the trustees of St. Luke's of whom you are one, to provide
16 information in relation to the financing of St. Luke's, isn't that right?
17 A. Yeah.

18 Q. 85 Now, do I take it that you have played no role in the preparation of the
19 discovery process that has resulted in the Tribunal receiving certain
11:03:32 20 information in relation to the trust through the Affidavit of Discovery
21 sworn by Mr. Dillane, the treasurer of -- the current treasurer I should
22 say, of the Dublin Central Fianna Fail Constituency?
23 A. I was asked a question a number of weeks ago, if I had any documentation
24 or any information with regard to the question you have just asked, I had
11:03:58 25 no information and never had information.

26 Q. 86 Well --
27 A. Documentary information.

28 Q. 87 Were you asked what documentation you had prepared or had any role in
29 preparing or had possession of in relation to St. Luke's?
11:04:14 30 A. I was asked did I have any documentation.

11:04:16 1 Q. 88 Yes.
2 A. And I said no.
3 Q. 89 Right.
4 A. I don't have, I never had.
11:04:21 5 Q. 90 Were you shown any documentation as to what was supposedly available at
6 that time to Fianna Fail for your confirmation as to whether or not it was
7 complete or otherwise?
8 A. Well, I was aware that Fianna Fail in Drumcondra were looking, had
9 inquired from the bank, looking for bank statements on the account and
11:04:39 10 they had great difficulty in getting that information, but I do know that
11 they got it I think late on Friday evening.
12 Q. 91 Yes. There was in addition, documentation relating to the acquisition of
13 this property, isn't that so? Were you made aware of the fact that there
14 is documentation within Fianna Fail relating to the acquisition of
11:05:01 15 St. Luke's?
16 A. Yes.
17 Q. 92 Right. Which you do not refer to in your statement as being documentation
18 which allowed you to make the statement, isn't that right?
19 A. I didn't have it then.
11:05:15 20 Q. 93 Right. This morning the Tribunal, by fax, received an amount of further
21 correspondence or further documentation from the solicitors who are acting
22 on behalf of the trustees of whom you are one, I appreciate they are not
23 the solicitors who are acting for you personally, you are personally
24 represented by Frank Ward and company, is that right?
11:05:35 25 A. Yes, I am.
26 Q. 94 As a trustee in your capacity as a trustee you are represented by Ivor
27 Fitzpatrick and company, is that right?
28 A. Correct.
29 Q. 95 This morning Ivor Fitzpatrick and company furnished the Tribunal with an
11:05:48 30 amount of documentation which is not the subject of any Affidavit of

11:05:50 1 Discovery sworn yet by Mr. Dillane, and in that documentation there is
2 documentation which was completed originally by you, I'd like you to look
3 now, if you can -- I appreciate you have only received this documentation
4 this morning as we have, but it's documentation which was prepared
11:06:10 5 apparently by you, back in 1987?
6 A. By me personally.
7 Q. 96 Yes, your signature is on it?
8 A. Okay.
9 Q. 97 So I assume your personal documentation. Page 28516 is a document which
11:06:24 10 is a memorandum of an agreement, this is a standard form contract for sale
11 prepared in the format that will be used by the incorporated Law Society
12 for the purpose of the sale of property.
13 A. Yeah.
14 Q. 98 Do you see that document?
11:06:38 15 A. I do, yeah.
16 Q. 99 This is the document which was the contract under which St. Luke's was to
17 be acquired, isn't that right?
18 A. Sure.
19 Q. 100 When did you last see this document, Mr. Richardson?
11:06:51 20 A. That document? Yesterday.
21 Q. 101 You saw it yesterday?
22 A. Yes.
23 Q. 102 Right. And did you appreciate it's contents yesterday before you provided
24 the statement which you have to the Tribunal?
11:07:04 25 A. No. I was working yesterday, I didn't have a chance to go through it in
26 any detail at all, but I did bring a copy with me this morning in case you
27 didn't have it.
28 Q. 103 Okay. Well if we look through the document, firstly we see when it was
29 originally typed it shows the vendor of the property was going to be
11:07:27 30 Mrs. Daly I think she was selling the property, possibly of her late

11:07:31 1 husband, is that right?

2 A. Possibly.

3 Q. 104 And the purchaser was you?

4 A. And others.

11:07:36 5 Q. 105 Well the typed name here, there are two others added in manuscript, but

6 when the document was originally prepared there was one person only shown

7 as purchaser and that was you?

8 A. How do you known that?

9 Q. 106 Because that's what it shows, it shows?

11:07:50 10 A. I see three names on it.

11 Q. 107 Yes, two are added in manuscript at a later time.

12 A. They could have been half an hour later, it could have been a minute

13 later.

14 Q. 108 Yes.

11:08:01 15 A. They are on the sheet, Joe Burke and Timothy Collins and myself. I don't

16 own St. Luke's as you probably know.

17 Q. 109 Let's firstly date it, it's dated 19th November 1997?

18 A. 21 years ago.

19 Q. 110 Sorry '87. Can we take it that that was the date upon which this document

11:08:21 20 was either prepared or signed by you?

21 A. I presume so.

22 Q. 111 Well in this document it expresses the contract or agreement that the

23 vendor shall sell and the purchaser shall purchase in accordance with the

24 special conditions the property which we now know to be St. Luke's for

11:08:43 25 56,000 pounds, you see that?

26 A. Yeah, a genuine document, totally above board.

27 Q. 112 I am not suggesting it's not a genuine document, I am asking you,

28 Mr. Richardson, how it came about that you were the person who entered

29 into this contract?

11:08:58 30 A. I was a trustee. There are three names on that sheet as you can see.

- 11:09:06 1 Q. 113 Yes. The trust, Mr. Richardson, is not discussed until a date in
2 December?
3 A. Correct.
4 Q. 114 At a meeting in December when apparently the solicitor, Mr. Brennan,
11:09:27 5 attends a meeting on the 3rd of December?
6 A. Correct.
7 Q. 115 So there was no trust on the 19th November 1997?
8 A. Correct, yes.
9 Q. 116 So when this document was prepared you weren't a trustee?
11:09:38 10 A. Correct.
11 Q. 117 Nor was Mr. Joseph Burke, nor was Mr. Timothy Collins.
12 A. There were none.
13 Q. 118 Sorry.
14 A. There were none.
11:09:44 15 Q. 119 So this document was not signed by trustees.
16 A. Correct.
17 Q. 120 Isn't that right? The purchasers of this property, the parties who had
18 agreed to buy it were either yourself, personally or yourself, Mr. Joseph
19 Burke and Mr. Timothy Collins?
11:10:01 20 A. I can assure you I didn't buy it personally.
21 Q. 121 The contract that we see here was signed, Mr. Richardson, by you, you see
22 the signature there, "D Richardson" as purchaser?
23 A. Yes.
24 Q. 122 Beneath that then there are two other names, Tim Collins and Joe Burke,
11:10:18 25 isn't that right?
26 A. Three people signed it, yes.
27 Q. 123 The five persons who ultimately were to be named as the trustees of the
28 St. Luke's Club were not the persons who is had entered into the agreement
29 to buy this property from Mrs. Daly, there were three persons only,
11:10:34 30 yourself, Mr. Collins and Mr. Burke.

11:10:38 1 A. Yes.

2 Q. 124 Isn't that right?

3 A. Yeah.

4 Q. 125 So the agreement to buy the property existed before the question of a

11:10:44 5 trust arose at all, isn't that right?

6 A. I wouldn't say that, no.

7 Q. 126 Well in what circumstances did you decide to commit yourself to the

8 purchase of this property in November of 1987?

9 A. On the advice of Mr. Brennan.

11:11:00 10

11 MR. O'CALLAGHAN: Mr. Mr. Chairman, if I interrupt Mr. Richardson there

12 before he answers that question, can I ask Mr. O'Neill for clarification

13 in respect of a point? I think we have to remember the reason we are

14 here, the reason we are here is because the Tribunal are inquiring into

11:11:15 15 the Quarryvale II Module. The Quarryvale II Module can be described in

16 two ways, in it's generality it's an inquiry into the rezoning of the

17 Quarryvale project, and more particularly it can be described as, in

18 respect of Mr. Richardson, an inquiry into an allegation made by

19 Mr. Gilmartin to the effect that he was told by Mr. O'Callaghan that

11:11:39 20 Mr. O'Callaghan had given 80,000 pounds to Mr. Ahern some time in or

21 around 1993, or 1994.

22

23 And very properly Mr. O'Neill previously asked Mr. Richardson questions

24 about monies that were lodged to Mr. Ahern's account in December 1993, the

11:11:58 25 sum of 22,500 pounds, we are now and Mr. O'Neill has sought to base this,

26 these questions on the St. Luke's issue, on the fact that there was some

27 introductory comments made when Mr. Richardson was giving evidence on the

28 previous occasion here.

29

11:12:14 30 I do not see what possible relevance the purchase of St. Luke's in

11:12:19 1 November 1987 can have to this Tribunal's inquiry into whether or not, in
2 '93 or '94 Mr. Ahern was given money by Mr. O'Callaghan.
3 That's why we are all here, if we are going to go back to 1987 and the
4 purchase of St. Luke's we can go back presumably to 1977 or 1967, but I
11:12:42 5 genuinely and I would ask Mr. O'Neill to explain this to me, maybe I am
6 missing something very simple, what possible relevance does the purchase
7 of St. Luke's in '87 have to the central allegation which relates to an
8 alleged payment of 80,000 pounds in 1993 and/or 1994.
9
11:13:01 10 MR. O'NEILL: Well Mr. Ahern, it has been established has been in receipt
11 of monies which have come to him through the conduit of Mr. Richardson.
12 Mr. Richardson has offered explanations as to how that money was paid and
13 says that it was a one off exercise in which he gathered funds for
14 Mr. Ahern to assist in his matrimonial expenditure.
11:13:28 15
16 An inquiry into the circumstances in which those monies came to be
17 assembled established that at least one of the parties involved in this
18 supposed dig out of monies disputed the fact that he had ever been asked
19 or had contributed funds to Mr. Richardson for that purpose. The
11:13:51 20 relationship therefore between Mr. Richardson as a gatherer of funds and
21 Mr. Ahern as the recipient of funds, is one upon which the Tribunal has
22 conducted it's inquiry.
23
24 Insofar as it extends into St. Luke's it extends into St. Luke's because
11:14:11 25 an account which has been described as the B/T account or the Building
26 Trust Account, is said to be an account which is connected with the
27 property at St. Luke's of which Mr. Des Richardson is a trustee on behalf
28 of Fianna Fail.
29
11:14:28 30 The money which has been expended from that account would not appear to

11:14:31 1 have been expended on its face on any of the objects of any trust that
2 might be concerned with the maintenance of St. Luke's, the building of
3 which Mr. Richardson is a trustee.
4

11:14:44 5 On the other hand, the expenditure of those funds insofar as it can be
6 traced is traced to expenditure that would, on its face, appear to be
7 more appropriately a personal expenditure to an individual, Ms. Celia
8 Larkin, who is connected or was connected with Mr. Ahern at that time and
9 was the recipient of funds which are not recorded in any documentation and
11:15:13 10 the existence of which was not disclosed to the Tribunal until such time
11 as the Tribunal conducted an inquiry into St. Luke's.
12

13 The questioning therefore in relation to St. Luke's at present is to seek
14 to establish what connection there is as regards beneficial ownership or
11:15:31 15 the generation of funds under the banner of St. Luke's and funds received
16 by Mr. Ahern. Were the monies that were gathered over time for that
17 purpose properly recorded by either the trustees or those soliciting this
18 money from others? And can those monies be identified to any particular
19 donor?

11:15:58 20
21 The fundamental point here really is that Mr. Ahern has been the
22 beneficiary of a premises out of which he has conducted his political
23 affairs over the last number of years. Mr. Richardson has been involved
24 in that as far as we can establish so far, by being the owner, with
11:16:25 25 others, as a trustee of the premises from which that exercise has been
26 conducted.
27

28 We have already inquired into the funding of that operation through its,
29 one of its fundraisers, Mr. Joe Burke, who is a fellow trustee of
11:16:43 30 Mr. Richardson's, and Mr. Burke has indicated to us the nature of such

11:16:50 1 record keeping has existed at that time in respect of those funds.

2

3 And what I am seeking to do at present is to establish what exactly the

4 nature of this entity, St. Lukes is, in Mr. Ahern's finances and the

11:17:08 5 extent to which Mr. Richardson is involved in those finances. Because at

6 the moment, as much as we know is that a large amount of money has been

7 put through accounts said to be related to St. Lukes, in circumstances

8 whereas recently as yesterday one has heard evidence that this account was

9 believed by -- sorry this account being the B/T Account, was believed by

11:17:36 10 certainly one of the bank officials in the institution which this account

11 was kept, as being a personal account of Mr. Ahern's and Mr. Collins, that

12 is the B/T Account.

13

14 That is the reason why Mr. Richardson, who is the trustee of this

11:17:55 15 premises, is being questioned about St. Lukes and how it came to be that

16 St. Luke was acquired, and who owns it and how it funded.

17

18 So I hope that elicits or elucidate for Mr. O'Callaghan and others what

19 the purpose of this questioning is.

11:18:14 20

21 MR. O'CALLAGHAN: Perhaps I'd be permitted to reply to that?

22

23 CHAIRMAN: Well, I don't know, Mr. O'Neill, are you finished?

24

11:18:23 25 MR. O'NEILL: Well, I have but I don't know if --

26

27 MR. O'CALLAGHAN: Having listened to Mr. O'Neill, Mr. Chairman I am more

28 confirmed the line of questioning is wholly unnecessary and totally

29 irrelevant to the Tribunal's inquiries I say that with the greatest of

11:18:36 30 respect to Mr. O'Neill.

11:18:37 1
2 Not once in Mr. O'Neill's response to my submission was the word
3 Quarryvale mentioned. Throughout his response what was mentioned was that
4 he was interested in pursuing an inquiry in respect of the generation of
11:18:51 5 funds under the banner of St. Luke's, whether they were properly recorded,
6 whether the relationship between the gatherer of the fund and the receiver
7 of the funds in respect of St. Lukes was an appropriate relationship or an
8 examination of that relationship.
9

11:19:07 10 This may be of interest to some people, Chairman, but it's not what, and I
11 say this with the greatest of respect, it's not what this Tribunal was
12 asked to do. If we continue with this line of inquiry, what is going to
13 happen is that the Quarryvale II Module is not going to be the Quarryvale
14 II Module, it will become the Dublin central Bertie Ahern module, and it
11:19:26 15 is clear from the Terms of Reference of this inquiry that what the
16 Tribunal has been asked to do is to look specifically in respect of
17 Mr. Richardson and Mr. Ahern, in respect of their aspect of Quarryvale II,
18 what you have been asked to do is to find out whether or not the
19 allegation made by Mr. Gilmartin that Owen O'Callaghan gave 80,000 pounds
11:19:47 20 to Mr. Ahern in or around 1993 or '94 is correct. And the questioning
21 which took place in November of Mr. Richardson was germane and on that
22 point.
23

24 This questioning about St. Lukes is irrelevant, has nothing to hide. I am
11:20:04 25 sure Mr. Richardson, if he is forced to, will answer the questions and
26 answer them very clearly, but there is nothing of relevance in this line
27 of inquiry. There is no end to it. And I do not think it's appropriate
28 for Mr. O'Neill simply to state that he is interested in inquiry into the
29 gathering of funds under the banner of St. Lukes. St. Lukes and whatever
11:20:25 30 political organisation existed there and I don't represent Mr. Ahern or

11:20:28 1 the Dublin central constituency are perfectly entitled to gather funds and
2 that isn't of relevance to this Tribunal's inquiries.
3 I would ask at this stage, if the Tribunal could give some rulings in
4 respect of it, because otherwise we are going to be here for a very long
11:20:43 5 time looking into the Dublin central constituency which I say has no
6 relevance.
7
8 MR. O'NEILL: We are not with respect going to spend any more time in
9 relation to the Dublin Central Constituency than has been dealt with so
11:20:56 10 far and which has adduced in evidence, that the Dublin central
11 constituency appears to have been conducted independently of the elected
12 members and officer board of the Dublin central CDC during the period in
13 which Mr. Ahern is being questioned as to the amounts of money which have
14 found themselves in accounts of Mr. Ahern.
11:21:19 15
16 Some of the issues here are what accounts are Mr. Ahern's as opposed to
17 Fianna Fail accounts, because it is only by identifying the accounts of
18 Mr. Ahern and the monies that were lodged to those accounts that one can
19 establish what monies came into these accounts and in particular whether
11:21:38 20 any of those monies could be related to payments made by Mr. O'Callaghan
21 as is alleged.
22
23 As matters stand, there is a volume of -- a considerable volume of
24 lodgements to accounts associated with Mr. Ahern which are unexplained to
11:21:59 25 date by reference to his personal affairs and there is an issue as to
26 whether or an account said to be a political account is in fact an account
27 of Mr. Ahern's personally, if it is the case that he was operating
28 personal accounts under the names of political accounts, those accounts
29 are as likely as personal accounts to be accounts in which funds were
11:22:27 30 lodged, which were received from persons involved in the Quarryvale

11:22:31 1 Module.
2
3 And it is for that reason that these accounts are being looked into. It
4 is unfortunate from the Tribunal's point of view that it has to look at
11:22:41 5 these accounts, it does so on the basis that Mr. Ahern kept no records
6 whatsoever of the receipt of funds which came to him and it would appear
7 from consideration of the accounts which were operated parallel to the
8 accounts operated by the elected officers of the Fianna Fail constituency,
9 that they suffer from the same infirmity, that records were not kept which
11:23:08 10 allow for the Tribunal or any inquirer, to see how the funds lodged to
11 these various accounts were garnered or for what purpose or from what
12 person.
13
14 And that fact is of significance or may be of significance to the Tribunal
11:23:26 15 in it's overall consideration as to where these funds came from. Now,
16 these funds start with apparently the acquisition of St. Lukes by, as we
17 see on the document on screen here, three individual, three key
18 individuals, all of whom are personal friends of Mr. Ahern's and on the
19 face of this document there is no connection between this acquisition and
11:23:54 20 the elected members of Fianna Fail Dublin Central CDC. Yet the Tribunal
21 has been told that this is a premises which was acquired for Fianna Fail
22 and that is a proper matter to inquire into in circumstances where the
23 distinction between Mr. Ahern personally, Mr. Ahern's committee members
24 and trustees connected with Fianna Fail and Fianna Fail Dublin central
11:24:25 25 constituency are blurred.
26
27 And one has to establish, in all of these accounts, which of them are
28 Mr. Ahern's, which of them are Fianna Fail's, which of them fall into the
29 area where they are operated by his friends who are members of ad hoc
11:24:41 30 arrangements or trustee arrangement which are independent of Fianna Fail.

11:24:47 1
2 It's for that reason that the questioning is being asked of this
3 particular witness, to establish what his role is. He has an established
4 and admitted role as a person who makes personal payments to Mr. Ahern,
11:25:00 5 albeit he says on one occasion only.
6
7 He has an established official role as the chief fundraiser for the Fianna
8 Fail party. And he has a role which he is playing in relation to the
9 ownership of the property out of which Mr. Ahern conducted his political
11:25:17 10 affairs and in respect of which he occupied as tenant for a period, the
11 upper floor thereof, in 1992 to 1994.
12
13 So we have to look at those accounts and see whether or not those monies,
14 the monies coming into those accounts and the funding of this operation is
11:25:38 15 being funded by personal monies received by Mr. Ahern or whether it is
16 money being received through the political process.
17
18 The Tribunal has heard evidence in related matters to Quarryvale where in
19 certain circumstances payments are made to politicians at a time of
11:25:58 20 elections and other events, where those payments were intended by their
21 recipients to be payments which are conveniently made at election time,
22 but are unrelated to any election.
23
24 The Tribunal cannot take on its face the mere fact that somebody claims
11:26:15 25 to have made a particular donation at a particular time, that that
26 necessarily means that it is for political purposes. And as matters
27 stand, in the absence of any effective record keeping being maintained by
28 these ad hoc committees, we simply do not know what the source of the
29 funds which came into these accounts is, and it's that that I'm exploring
11:26:39 30 with this witness and there is a clear connection between the two.

11:26:42 1
2 CHAIRMAN: All right well --
3 MR. O'CALLAGHAN: Can I say two things in reply, Chairman, very quickly.
4 I apologise for taking up the time of the Tribunal.

11:26:50 5
6 First of all, when I Tribunal I believe it will give some form of response
7 to my submission, when you are considering the response I'd ask you to
8 consider what possible relevance to payments in '87 and '88 have to the
9 Gilmartin allegation? I still do not see that.

11:27:05 10
11 The last and second point I'd make is that it's apparent from what
12 Mr. O'Neill has said in his submission that he regards his ambit as to
13 conduct an audit of the Dublin central constituency, I do not believe
14 that's what's required or requested by the Oireachtas under the Terms of
11:27:22 15 Reference.

16
17 He has been asked and the Tribunal has been asked to look at the
18 Quarryvale II Module. And we do not need to go back to 1987 to figure out
19 whether the allegation made by Mr. Gilmartin is correct.

11:27:35 20
21 CHAIRMAN: Right, well it's about 20 past or 25 past 11, we are going to
22 take a break because we would like to discuss this. Is there any
23 possibility of getting the transcript of the exchange or at least the
24 submissions -- 5 minutes. All right.

11:28:04 25

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

27 **AND RESUMED AGAIN AS FOLLOWS:**

28

29 CHAIRMAN: The essential focus of the Tribunal in this, the Quarryvale
12:43:25 30 Module, insofar as the financial affairs of Mr. Ahern are concerned is to

12:43:31 1 establish whether or not substantial sums were paid by or on behalf of
2 Mr. O'Callaghan to or for the benefit of Mr. Ahern. The Tribunal is
3 satisfied that this aspect of the Tribunal's inquiries is clearly within
4 its terms of reference.

12:43:52 5
6 This inquiry is concentrated in the period from very late 1988 or early
7 1989, being the approximate time when Mr. O'Callaghan's involvement with
8 Quarryvale commenced. The inquiries of Mr. Ahern necessarily involve an
9 examination of his finances and more particularly of accounts held by him
10 or actually or possibly operated wholly or partly for his benefit from
11 that period.

12
13 This examination is in the context of a very significant deficit of
14 documentation relating to very substantial movements of cash, including
12:44:15 15 foreign exchange, with the consequence that the inquiries are cumbersome
16 and slow. Within this context, the Tribunal is inquiring into accounts
17 operated with in the umbrella of Mr. Ahern's constituency for the purposes
18 of ascertaining if any of these accounts have been used wholly or partly
19 for the purposes of receiving monies for the benefit of Mr. Ahern,
12:44:57 20 irrespective of whether such accounts were opened for this purpose.

21
22 It is necessary, as part of this inquiry, that the Tribunal should
23 endeavour to understand not just the operation of these accounts from 19
24 -- late 1988/1989, but also the reasons for the creation of these
12:45:16 25 accounts. The purpose behind the creation of these accounts may shed
26 valuable light on their subsequent purpose and operation.

27
28 In attempting to understand the purpose and operation of these accounts
29 the involvement of Mr. Richardson and others, including Mr. Ahern, in the
12:45:33 30 establishment and operation of the accounts is clearly relevant.

12:45:37 1 The Tribunal is not engaged in enquiring into the purchase of St. Lukes
2 beyond the point necessary to enable it to understand the relationship of
3 Mr. Richardson, or between Mr. Richardson and others. In relation to the
4 accounts to which I have referred.

12:45:56 5
6 It is not interested at this stage in identifying the individuals who
7 contributed to the purchase of St. Lukes other than to -- other than for
8 the purposes of assisting in establishing the purpose or operation of
9 accounts that remained in operation beyond late 1988/early 1989 including
10 the accounts operated as trust accounts or so-called trust accounts.

11
12 Furthermore, the Tribunal has already heard evidence from Mr. Joe Burke
13 that it is his belief that a substantial opening balance in this CODR
14 account was in reality a transfer of money from a closing balance in an
12:46:18 15 earlier account created for the purposes of collecting funds to purchase
16 or assist with the purchase of St. Lukes, and as one of the aforementioned
17 accounts to which I earlier referred, the Tribunal must legitimately
18 inquire into this issue.

19
12:46:42 20 The questioning of Mr. Richardson at this stage on the St. Lukes purchase
21 should be limited to questions designed to establish if a trust was at
22 that time created and whether the said trust or any of it's members,
23 together or with others, went on to operate the aforementioned accounts.

24
12:47:23 25 Hopefully that clarifies the issue to some extent.

26
27 MR. O'NEILL: Thank you, Mr. Chairman.

28
29 Q. 127 MR. O'NEILL: Mr. Richardson, we were examining in the context of
12:47:34 30 St. Lukes, it's acquisition and in particular a document which was

12:47:39 1 provided to the Tribunal this morning by Ivor Fitzpatrick & Company which
2 was the front page of the contract entered into between the vendors of
3 St. Lukes and the purchasers of St. Lukes, and I was taking you through
4 the entries on that document at page 28516, which identify the purchasers
12:48:06 5 of the property.
6

7 And as we see on screen on the document the purchasers are three, they are
8 yourself, Joseph Burke and Timothy Collins and I was suggesting to you
9 that in the first draft of this agreement that was provided, that you were
10 named as the sole purchaser and I think you indicated that in fact there
11 are three named and that no significance should be attached to the fact
12 that the other two names are in manuscript whereas yours is typed, isn't
13 that so?

14 A. Correct.

12:48:43 15 Q. 128 Yes. Do you have a recollection of being the person who negotiated this
16 purchase from Ms. Daily or the representatives of Ms. Daily in November of
17 1997?

18 A. No.
19

12:49:02 20 JUDGE FAHERTY: '87 I think

21 Q. 129 87, I beg your pardon.

22 A. No.

23 Q. 130 Who did negotiate the purchase of this property, Mr. Richardson, if not
24 you?

12:49:10 25 A. I'm not quite sure. I don't actually know back 21 years who did the
26 negotiating, but the house was up for sale at a certain price and it was
27 agreed to buy it.

28 Q. 131 Yes but who agreed to buy it, that's what I want to know?

29 A. The activists for Fianna Fail who were involved in endeavouring to
12:49:27 30 purchase a house for Dublin central, there were many of those.

- 12:49:34 1 Q. 132 Well I am quite sure that the person selling this house didn't deal with
2 the entire of the Fianna Fail activists within the area of Drumcondra or
3 elsewhere?
4 A. I can't be sure of that, no.
- 12:49:47 5 Q. 133 You were the person that signed the document on screen, Mr. Richardson,
6 and I'd like to you explain to the Tribunal just what your role was then
7 in preparing or agreeing this contract, in what capacity did you do so?
8 A. I was asked to sign it by our legal advisor and on his advice I signed it.
9 I did not negotiate the to purchase the house at that price.
- 12:50:10 10 Q. 134 So do you know who it was who made the agreement to buy this property for
11 56,000?
12 A. I don't actually, no.
- 13 Q. 135 Do you know why you were asked to be a signatory to this document on the
14 19th December 1987?
12:50:25 15 A. I was one of the many activists involved in that procedure at the time.
- 16 Q. 136 But you have just told us you weren't involved in the procedure at all,
17 you were merely asked?
18 A. No I said I was an activist that's what I am talking about. I was an
19 activist involved in the procedure. I wasn't involved in the procedure of
12:50:46 20 negotiating the price of the house.
- 21 Q. 137 Well what involvement did you have in this document that we see? This is
22 the agreement that, under which the property was bought, now what
23 involvement did you have?
24 A. I signed it.
- 12:50:59 25 Q. 138 That's your only involvement, you were asked by a solicitor to sign the
26 document?
27 A. Yes.
- 28 Q. 139 Did you realise that in doing so you undertook or you became legally
29 liable to complete a contract where you'd have to find 56,000 pounds to be
12:51:14 30 paid to Mrs. Daily?

- 12:51:16 1 A. I am sure I had that advice from my legal advisor, yes.
- 2 Q. 140 Well did you -- how did you intend to fund this purchase?
- 3 A. We had a plan.
- 4 Q. 141 What's the plan?
- 12:51:27 5 A. The plan was at that time to find a number of people who would support the
6 purchase of a house for Dublin central constituency. Not a very difficult
7 ordeal I would say, that was the initial plan. That we'd find people who
8 would fund it or part fund it and get a loan, so that was the situation at
9 that time.
- 12:51:54 10 Q. 142 And is there a significance in the fact that Joseph Burke and Timothy
11 Collins also ultimately signed this contract to purchase?
- 12 A. Well as you know yourself they were activists long before I was, but they
13 were activists they were involved. It was for a very good purpose and
14 very good idea, has worked out extremely well, we are all delighted with
15 it.
- 12:52:17 16 Q. 143 Right. Would you agree, Mr. Richardson, that this agreement was entered
17 into before any trust was formed?
- 18 A. Of course I do, yes.
- 19 Q. 144 Yes. Which meant that the individuals concerned were personally liable on
12:52:27 20 foot of the contract, isn't that right?
- 21 A. Not a difficulty.
- 22 Q. 145 Irrespective of it being a difficulty, it was the fact, isn't that right?
- 23 A. Absolutely.
- 24 Q. 146 And in addition to entering upon this contract did these parties, that is
12:52:41 25 the three named individuals here, open a bank account with which to fund
26 the acquisition?
- 27 A. Well there was a bank account opened I'm not sure who opened it.
- 28 Q. 147 Well did you open it?
- 29 A. No I don't recall opening any bank account for CODR.
- 12:52:59 30 Q. 148 Well --

12:53:00 1 A. But it was opened, I mean there was a bank account there obviously, if you
2 want to buy a house you need funds, the normal place to hold funds is in a
3 bank account, that's what happened.

4 Q. 149 Today the Tribunal is provided with documentation by Ivor Fitzpatrick's you
12:53:15 5 see at page 28511, an opening balance on an account called the CODR
6 current account and this document is dated the 7th January '88. Have you
7 seen that document before?

8 A. It didn't open on the 7th January, no.

9 Q. 150 Well it shows an opening -- sorry I beg your pardon, the account is dated
12:53:43 10 7th January, just under this document is dated 7th January 1988, do you
11 see that?

12 A. No.

13 Q. 151 Okay, look to the centre of the page there, you will see CODR current
14 account, 7 January 1988.

12:53:59 15

16 CHAIRMAN: I think that might be the date of the statement.

17 Q. 152 MR. O'NEILL: It's the date of the statement that's before you.

18 A. Okay, I see that yes, yeah.

19 Q. 153 Now, if we look to the content of the statement we'll see that it has an
12:54:10 20 opening balance and that is on the 16th November 1987, you see that?

21 A. I can see November '87, yes, I can't see the actual date.

22 Q. 154 If we look to page 28512, it will show possibly in clearer form 16th
23 November?

24 A. Yes, sure. Right.

12:54:30 25 Q. 155 So this is three days before the contract to purchase is signed.

26 A. Very good.

27 Q. 156 You signed the purchase document, do you think that you opened this
28 account?

29 A. I have no recollection of opening the account, I don't think I did, but I
12:54:43 30 have no recollection of it, but it was opened.

- 12:54:46 1 Q. 157 Do you know why the account was opened in the name of CODR?
- 2 A. I do, yes.
- 3 Q. 158 Why is that?
- 4 A. It was due to purchase a property.
- 12:54:54 5 Q. 159 CODR is not the purchaser of the property. The purchasers are Desmond
6 Richardson, Joseph Burke and Timothy Collins.
- 7 A. Yes on behalf of CODR, on behalf of the constituency.
- 8 Q. 160 Sorry, if that were the position in the agreement, Mr. Richardson, it
9 would say for and on behalf of CODR or in trust for CODR or otherwise,
12:55:17 10 this contract does not relate the acquisition of the property to CODR?
- 11 A. It was purchased on behalf of Dublin central, end of story.
- 12 Q. 161 Well I am asking you why the account is opened in the name of CODR, that's
13 not Dublin central Fianna Fail, is it?
- 14 A. Is it not?
- 12:55:38 15 Q. 162 I will ask the question again, why is the account opened in the name of
16 CODR?
- 17 A. The decision was taken to open the account known as CODR.
- 18 Q. 163 By whom?
- 19 A. By whoever made it.
- 12:55:49 20 Q. 164 I know, who is that?
- 21 A. I don't know.
- 22 Q. 165 This is the account with which we have been told presumably that the money
23 from this account is going to be used to purchase the property on foot of
24 the agreement where you are the purchaser, is that right?
- 12:56:02 25 A. These statements that you have only came to light last Friday evening. I
26 am sure the bank have further information on who opened the account and
27 when we get that, then we'll know who opened it and let you know
28 immediately. I can't recall 21 years ago.
- 29 Q. 166 You were involved, Mr. Richardson, you were involved directly in these
12:56:26 30 transactions?

12:56:26 1 A. I wasn't, no.

2 Q. 167 Sorry.

3 A. I just told you I wasn't involved in the transaction.

4 Q. 168 Are you saying that you signed the contract to buy the property but you

12:56:35 5 weren't involved in anything to do with the opening of the account from

6 which the money was to come to fund it, is that it?

7 A. You mentioned a transaction there, I thought you were talking about the

8 negotiation on the purchase of the house. I wasn't quite sure what you

9 meant.

12:56:48 10 Q. 169 I see. Well I will ask you now in relation to this account, it's opened

11 in the name of CODR, we are told that told initials stand for Cumman

12 O'Donovan Rossa, is that your understanding?

13 A. Yes it is, yes.

14 Q. 170 Right. Do you appreciate that Cumman O'Donovan Rossa, the cumman has no

12:57:08 15 connection whatsoever with CODR's account?

16 A. Yes.

17 Q. 171 So that -- when did you learn that?

18 A. When did I learn that?

19 Q. 172 When did you learn that the CODR account has no whatsoever with Cumman

12:57:21 20 O'Donovan Rossa?

21 A. Well they are two different accounts.

22 Q. 173 Yes. Well when did you learn that?

23 A. I'm not quite sure, it may have been a long time ago.

24 Q. 174 Well do you know of any reason why, Mr. Richardson, one would open two

12:57:38 25 accounts with such similar names; one CODR and the other Cumman O'Donovan

26 Rossa, one of which is an account operated by a cumman which is a

27 constituent of the Dublin central and the other which has no relationship

28 with it.

29 A. Well they are different names, not the same names.

12:57:57 30 Q. 175 They are different names but they are different entities?

- 12:58:00 1 A. Yes, they are, yes.
- 2 Q. 176 They are, so why are they similar in the manner described?
- 3 A. Because the cumman account was run by members of the cumman, I presume, of
- 4 which I wasn't one.
- 12:58:14 5 Q. 177 Yes.
- 6 A. The CODR account was opened to purchase property with money that was given
- 7 to Fianna Fail by approximately 25 donors. It had to go somewhere, it
- 8 went to, into the CODR account to purchase the house.
- 9 Q. 178 Right. Now, there was -- there were existing accounts of Dublin central
- 12:58:39 10 constituency into which money for Fianna Fail could be lodged at this
- 11 time, isn't that right?
- 12 A. I take your word for that.
- 13 Q. 179 Well do you not know that, Mr. Richardson?
- 14 A. No, I wasn't involved in any other accounts with the local cumman, I
- 12:58:54 15 wasn't a member, I wasn't involved. I was involved, as I mentioned
- 16 earlier, as an activist to endeavour to purchase the house in Dublin
- 17 central.
- 18 Q. 180 This account was opened apparently, specifically for the purpose of the
- 19 acquisition of the property?
- 12:59:09 20 A. Correct.
- 21 Q. 181 Is that the case?
- 22 A. Yes.
- 23 Q. 182 And so those who were involved in the purchase one would have expected,
- 24 would be involved in the account opening, is that right?
- 12:59:19 25 A. Well as I mentioned earlier, there were many, many people involved, so
- 26 they wouldn't all be involved in the account opening.
- 27 Q. 183 Do you know of anybody who has any connection with the CODR account?
- 28 A. As soon as we get the information from the bank I will let you know.
- 29 Q. 184 No, I am asking you?
- 12:59:33 30 A. No, I don't know.

12:59:35 1 Q. 185 You don't know?

2 A. No I don't but we'll find out shortly, we only got the information on the

3 bank statements on Friday because the bank could not find them.

4 Q. 186 Mr. Richardson, you have been involved --

12:59:44 5 A. Excuse me, Judge Mahon last week was enquiring about this particular

6 account. I spoke to Liam Cooper on it and Liam could throw no light on

7 the account and on Friday evening, Chairman, we got the information from

8 the bank.

9 Q. 187 So in your statement when you say that money was collected for -- and paid

13:00:04 10 to Fianna Fail, you relate this account as being an account to Fianna

11 Fail, is that right?

12 A. Absolutely, yes, for the benefit of Fianna Fail, yeah. Fianna Fail owned

13 the house, I don't own the house. I have no shareholding in it. Nor has

14 Bertie Ahern.

13:00:23 15

16 CHAIRMAN: Mr. Richardson, presumably there was a group discussion at the

17 time about having access to funds to pay the deposit and close the sale?

18 A. Yes.

19

13:00:36 20 CHAIRMAN: So do you remember any discussion at the time, either with

21 your two cosignatories on the contract or with others as to, you know,

22 we'll have to open an account or why not use one of the existing accounts

23 or -- do you remember any discussion of that nature?

24 A. Of course it would have happened, it may have happened between, you know,

13:01:03 25 some of the activists and our legal advisor. There is no doubt that an

26 account was opened I just can't recall the opening of it.

27

28 CHAIRMAN: You don't believe, in any event, you have no recollection

29 yourself of being involved in the opening of the account, although you may

13:01:17 30 have been involved in the discussion that led to the opening

13:01:19 1 A. I was very much involved, but I just can't recall.
2
3 CHAIRMAN: You don't believe you were involved in the opening of the
4 account?
13:01:25 5 A. I may have been.
6
7 CHAIRMAN: I accept that what you are saying -- you are qualifying what
8 you are saying by saying that you have no recollection and if the papers
9 showed that -- if there is documentary evidence that you opened it then
13:01:37 10 you would accept that?
11 A. Absolutely. Of course. Yeah.
12 Q. 188 MR. O'NEILL: So if we look to the entries that are on screen in relation
13 to this account, Mr. Richardson, you will see three days before you signed
14 the contract, 5,000 pounds is put in credit into this account, isn't that
13:01:54 15 so?
16 A. Yes.
17 Q. 189 And then we see that 3,000 pounds is taken out, probably on the 16th of
18 November, which equates to the sum which is the deposit on foot of that
19 contract?
13:02:05 20 A. That was the deposit, I know that for a fact.
21 Q. 190 You know that for a fact.
22 A. Yes.
23 Q. 191 Then the next transaction is the 34,000 pounds finds itself lodged to this
24 account on the 15th December of 1987?
13:02:18 25 A. Yes.
26 Q. 192 Is that right?
27 A. Yes.
28 Q. 193 Do you know where any part of that money came from?
29 A. Well I do know something about it, yeah.
13:02:24 30 Q. 194 Yes.

13:02:25 1 A. But as Judge Mahon said a while ago, he doesn't have an interest in where
2 the money came from.

3 Q. 195 Well I am asking you --

4 A. But I will tell you, not where it came from, but -- not from the people it
13:02:42 5 came from, but what happened was --

6
7 CHAIRMAN: Just to - I think it's just one o'clock but I think what I
8 said earlier, I certainly intended to say was we weren't interested in the
9 identity of the owners but we were interested in an explanation as to
10 where the money came from?

11 A. Explain that, Chairman, please?

12
13 CHAIRMAN: The identity of the owners, in other words -- sorry the
14 identity of the donors of the money, what you are being asked by
15 Mr. O'Neill is where did the money come from? Did it come from a number
16 of donors did it come from a bank or did it come from a grant or whatever?

13:03:10 17 A. Sure.

18
19 CHAIRMAN: We'll sit at 2 o'clock.

13:03:22 20
21 MR. O'NEILL: May it please you.

22
23 **THE TRIBUNAL THEN ADJOURNED FOR LUNCH**

24
13:03:32 25
26
27
28
29
30

THE TRIBUNAL RESUMED AS FOLLOWS AT 2 PM:

13:03:33 1

2

3 CHAIRMAN: Good afternoon, Mr. Richardson.

4 Q. 196 If we could have document 28512 on screen please? Mr. Richardson, we were

14:01:29 5 examining this account and the copy of it that was on screen earlier had

6 been printed on the 8th January, this is on the 12th January, it's more

7 legible, it's the same information.

8

9 In relation to the 34,000 pounds which we see lodged to this account on

14:01:46 10 the 15th December 1987, can you tell the Tribunal where that money came

11 from?

12 A. Yes I can, yeah. What actually happened, Chairman, was at the meeting of

13 the 3rd December '87, in the Gresham Hotel, where there were a group of

14 people, maybe 30 in all, were present to discuss the situation regarding

14:02:21 15 the purchase of a house and the plan was to get 1,000 pound per year from

16 a number of people, 25 people in all, over four-year period or five year

17 period, and in the meantime get a loan to purchase the house and then pay

18 off the loan with the money that came in from the donors. That was the

19 plan.

14:02:45 20

21 At the meeting on the 3rd December it was put to the floor by a number of

22 the people who were there that, to hurry the show up that a half dozen

23 people would put 10,000 pounds in each immediately to allow the purchase

24 of the house and then as the money came in they would be given back, I

14:03:08 25 think, five or 6,000 pounds each, which would put their donation at a net

26 four or 5,000. And that's what happened that allowed the house to be

27 purchased at that time. That money came from donors.

28 Q. 197 I see. So that being so, you would expect to see 60,000 pounds being the

29 gross product of six individuals who -- combining together to provide

14:03:40 30 10,000 pound each for that purpose, is that right?

- 14:03:42 1 A. Yeah, I think you have something close on that anyway, there.
- 2 Q. 198 Well what we have is 34,000 pounds being lodged on the 15th of December
- 3 1987, isn't that right?
- 4 A. Yes.
- 14:03:54 5 Q. 199 So that false short of 60 by 26,000.
- 6 A. Yes, I see another 35,000 in there.
- 7 Q. 200 Yes, well if we go down through the lodgements and withdrawals, you see
- 8 the addition of the 34,000 pounds meant that there was 36,000 pounds
- 9 standing to the credit of the account on the 17th December and then on the
- 14:04:20 10 23rd, 1,000 pounds is added to bring it up to 37,000. Then you see on the
- 11 debit side that 37,000 pounds is taken out of the account, so leaving
- 12 1,000 pounds there. Then 35,000 pounds is put back.
- 13 A. Yes.
- 14 Q. 201 So it isn't the case of there being a total of 60,000 pounds lodged, there
- 14:04:47 15 is a withdrawal of 37, of which 35 is replaced, isn't that the situation?
- 16 A. Well on the 15th December, I think there was 34,000 pounds put in.
- 17 Q. 202 Yes.
- 18 A. And on the 7th, 37,000 taken out and on the 11th, 35 back in again. Now
- 19 to the best of my knowledge that was the monies the purchased the house.
- 14:05:13 20 It did come from half a dozen individuals.
- 21 Q. 203 But the documentation which is supplied this morning, Mr. Richardson,
- 22 seems to suggest that the sale of the premises was completed on Friday 8th
- 23 of January. If we look to page 25819, there is a letter going from your
- 24 solicitors to Morrissey the auctioneers, who were holding the deposit of
- 14:05:45 25 3,000 pounds.
- 26
- 27 CHAIRMAN: That's the wrong reference.
- 28 Q. 204 Sorry it's page 28519 please. This is a letter to Morrissey's auctioneers
- 29 who were holding the deposit. Indicating that:
- 14:06:03 30

14:06:03 1 "The above purchase was completed by our clients on Friday the 8th, we now
2 confirm that it is in order for you to release the deposit which you hold
3 on this matter."
4

14:06:13 5 So on the 8th January, obviously 53,000 pounds had been provided to the
6 vendors of the property, isn't that right? We certainly don't see 53,000
7 going out of this account, isn't that right?

8 A. I see I think 69,000 pounds or 73,000 pounds coming out.

9 Q. 205 Well where does it come out?

14:06:42 10 A. Well on the debit side.

11 Q. 206 On the debit side 37,000 comes out on the 7th January.

12 A. Yes.

13 Q. 207 That is in advance presumably of the 8th January, the day when we are told
14 that the property was completed.

14:06:56 15 A. Right.

16 Q. 208 Revert back to 28512 please? So there then is a lodgement of 35 on the
17 11th, you see that? That lodgement can have nothing to do with the
18 completion of the purchase because the purchase is completed three days
19 before that on the Friday?

14:07:22 20 A. Yes. Well there was mention of a loan, a very short-term loan at that
21 time, so that may have made up the balance until that cheque of 35 or 36
22 came in. But the money that purchased the house, let me just say very
23 clearly, came from donors.

24 Q. 209 Right. Can we agree on one thing, Mr. Richardson, that this account
14:07:45 25 certainly doesn't show on it's face how 56,000 pounds was paid out on the
26 8th January of 1988, to purchase the property?

27 A. I accept that statement mightn't show that but there may be more behind
28 that. As I say there was mention of a loan taken at the time, a
29 short-term loan, to finalise the payment to the house, and I think it may
14:08:08 30 have been only taken out for a week or two, not sure, but again we are

14:08:11 1 waiting on the documentation from the bank which we don't have as yet,
2 but, Chairman, as soon as we get it you will have the full story.

3 Q. 210 Are we talking about a loan from AIB bank or individuals?

4 A. Oh no, bank loan. Bank loan. But I don't have that information, but it
14:08:31 5 is there and as soon as we have it, Mr. O'Neill, I guarantee you, you will
6 be the first to get it.

7 Q. 211 Were you one of the person that is sought that loan or is there something
8 that you learned subsequently?

9 A. No I didn't -- I wasn't involved in the loan. Just going back on
14:08:46 10 something you said before lunch, again from memory, when an account is
11 opened by, a Fianna Fail account opened like the CODR account, normally
12 the chairman and the secretary are signatories on the account.

13 Q. 212 Yes.

14 A. I think this may be the very same.

14:09:01 15 Q. 213 Sorry, if this account had anything to do with Cumman O'Donovan Rossa, the
16 persons who may have signed that would have been either the treasurer or
17 secretary of Cumman O'Donovan Rossa. We heard from Mr. Liam cooper he was
18 the secretary of Cumman O'Donovan Rossa at the time and he had nothing to
19 do with this account. That is the one we see on screen.

14:09:21 20 A. Sure.

21 Q. 214 Nor did Cumman O'Donovan Rossa, isn't that right?

22 A. I never mentioned Cumman O'Donovan Rossa.

23 Q. 215 Right. But that's what the account was called Cumman O'Donovan Rossa
24 account.

14:09:32 25 A. It was for the purchase of St. Lukes.

26 Q. 216 Whatever it was for --

27 A. It was called CODR, Mr. O'Neill.

28 Q. 217 When Price Waterhouse Coopers were required to conduct an exercise of
29 accounting for this account it was called Cumman O'Donovan Rossa account?

14:09:49 30 A. Yes, CODR account purchased the house.

14:09:52 1 Q. 218 There is a document at 28513, I am wondering if you can assist me in
2 relation to that document, Mr. Richardson, as to who the author of it was
3 firstly, do you recognise the writing there?
4 A. No, no idea I'm afraid, no.

14:10:04 5 Q. 219 No. Somebody was doing some form of accounting exercise apparently in
6 1989 in relation to that account.
7 A. Sure.

8 Q. 220 You don't know who it was?
9 A. I don't know, no.

14:10:14 10 Q. 221 In any event the document at 28512, was the current account of Cumman
11 O'Donovan Rossa or CODR.
12 A. Yeah.

13 Q. 222 Whichever is might be called, which was closed on the 12th January, isn't
14 that right?
15 A. Yes.

16 Q. 223 And we then can look at the opening of another account by the same
17 parties, whoever they may be.
18 A. Yeah.

19 Q. 224 At page 26672, which is the deposit account of CODR, again at 146
14:10:47 20 Drumcondra Road, Dublin, isn't that right? It's seemingly opened on the
21 11th January and it's a deposit.
22 A. I haven't seen that before, Mr. O'Neill. Yes, I see it now, yeah.

23 Q. 225 Now, that account is a deposit account and we'll see that it opens with
24 22,955.13, isn't that right?
14:11:13 25 A. Yes.

26 Q. 226 Have you any idea what the source of that was?
27 A. Yeah. I think Mr. Burke or Mr. Cooper last week may have explained to you
28 about, I wasn't aware of this until I read the transcript, about the bank
29 may have closed down one account and opened a new account.
14:11:34 30

- 14:11:34 1 Now, if that happened and I believe it did, this new account the bank
2 opened and moved the monies that were left in the CODR current account
3 into that deposit account
- 4 Q. 227 Well we have seen the closure of the CODR current account just a moment
14:11:52 5 ago on screen at 28512. We'll see that it was closed with the debit of
6 36,000 pounds on the 11th January, you see that?
- 7 A. Yes.
- 8 Q. 228 Right. Then we see the next document 26673, the opening balance and that
9 is not for 36 -- sorry 26672 that's not for 36,000, isn't that right?
- 14:12:18 10 A. Sure, sure.
- 11 Q. 229 So there wouldn't appear to be a direct closure of one and lodgement or
12 transfer of those funds, isn't that so?
- 13 A. Well just on that point, 37,000 pounds that came out on the 7th January.
- 14 Q. 230 Yes.
- 14:12:34 15 A. I'm told of the 36,000 pounds there, 13,000 was taken from that to
16 finalise the payment on the purchase of the house and the balance then
17 from the 36,000, which is about 23,000 pounds is that 23,000 pounds there.
- 18 Q. 231 Again that narrative isn't reflected in any of the bank documents we see,
19 isn't that right?
- 14:12:58 20 A. No but when you see them all it will be perfectly clear.
- 21 Q. 232 I see.
- 22 A. We don't have them either, Mr. O'Neill.
- 23 Q. 233 Sorry.
- 24 A. We don't have the documents either in full as yet, but that is what
14:13:08 25 happened.
- 26 Q. 234 Now, this account of CODR we can see from the fact at that it opened on
27 the 16th November 1987, and that is before the meeting of the 3rd December
28 1987, that this is an account which was opened before any trust was set
29 up, isn't that right?
- 14:13:26 30 A. Yeah.

- 14:13:27 1 Q. 235 You are not in a position as I understand you to tell us which of the
2 activists as you describe them, of Fianna Fail, are the account holders of
3 this account, is that right?
- 4 A. Well as I just mentioned a moment ago, to the best of my knowledge, when
14:13:40 5 an account was opened, a Fianna Fail account was opened, there was
6 formally the secretary and the chairman who were signatories on the
7 account, I think it may be the same here.
- 8 Q. 236 The secretary and the chairman of what exactly?
- 9 A. Of CODR.
- 14:13:54 10 Q. 237 Well CODR was a self created body by a number of individuals, it wasn't
11 within the CDC, isn't that right?
- 12 A. It had a chairman and secretary.
- 13 Q. 238 I appreciate that, but it wasn't composed of any of the elected officers
14 of the Cumman -- the Comhairle Dail Ceantar for Dublin Central
14:14:14 15 constituency?
- 16 A. I am not sure, I don't know whether Joe Burke was an officer of the cumman
17 or not, he may have been.
- 18 Q. 239 He wasn't an officer, Mr. Richardson.
- 19 A. I'll take your word for that.
- 14:14:24 20 Q. 240 Nor was Mr. Collins, as you know, ever an officer.
- 21 A. Mr. Collins, I do know, yes.
- 22 Q. 241 So you know that Mr. Collins wasn't a Fianna Fail officer, so it follows
23 that the CODR account, if he was the secretary of the CODR could not have
24 been a Fianna Fail account, isn't that right?
- 14:14:41 25 A. Of course it was a Fianna Fail account.
- 26 Q. 242 But it --
- 27 A. No shadow of a doubt about that.
- 28 Q. 243 It becomes a Fianna Fail account because the parties who have opened it
29 declare that they are going to hold it for the benefit of Fianna Fail, is
14:14:54 30 that right?

- 14:14:55 1 A. It was arranged by Fianna Fail activists to purchase a house as I said
2 before, in St. Lukes House in Drumcondra.
- 3 Q. 244 I don't intend to labour the point with you, Mr. Richardson.
- 4 A. It's now a Fianna Fail house as you know.
- 14:15:11 5 Q. 245 You know, Mr. Richardson, there is a distinction between the Fianna Fail
6 organisation which is represented by cumman who elect officers to send to
7 the Comhairle Dail Ceantar who set up committees on behalf of the
8 constituency and they represent the officer board of the constituency?
- 9 A. They are the politicians, yeah. I call them the politicians.
- 14:15:33 10 Q. 246 You call those the politicians?
- 11 A. They knock on doors, yeah.
- 12 Q. 247 Right.
- 13 A. They do the hard work.
- 14 Q. 248 Right. And this operation of CODR is independent of the politicians,
15 isn't that right?
- 16 A. Independent of the politicians, no, no.
- 17 Q. 249 No?
- 18 A. No.
- 19 Q. 250 Are you saying it is accountable to the CDC?
- 14:15:50 20 A. Well Bertie Ahern is a politician.
- 21 Q. 251 Do you believe that the account now that we see on screen funded the
22 actual costs of the renovations of the premises known as St. Lukes? If
23 you want to look at the debit side that might help you in that regard.
- 24 A. Yeah well, when the house was purchased in '88, I think it took a couple
14:16:21 25 of years to put the house into a situation where it was fit for use and
26 during that time planning was applied for and a lot of building work was
27 carried out by a building contractor.
- 28 Q. 252 Are we in agreement, Mr. Richardson, with the fact that the building work
29 was completed to the point that the building was occupied by Mr. Ahern in,
14:16:49 30 at Easter in 1990?

- 14:16:51 1 A. Correct.
- 2 Q. 253 Yes. Now, if we look to the expenditure out of this account here, CODR,
3 you will see that there is expenditure in 1988?
- 4 A. Yeah.
- 14:17:07 5 Q. 254 25,000, I think that was the return of five drafts, they have been
6 analysed as the return of drafts, including I believe a 2,000 pounds draft
7 to you, are you aware of that?
- 8 A. I'm not quite sure of that, but it was a return of monies I believe, yes.
- 9 Q. 255 Right. Now, are any of the other items below that in the years 1988 or
14:17:29 10 1989 concerned with building work on St. Lukes, to your knowledge?
- 11 A. Well just looking at the 12,000 you see in September '88, that may have
12 been a return again to the donors, I'm not quite sure. To the best of my
13 knowledge the work carried out by the building contractor was paid out of
14 the funds raised.
- 14:17:55 15 Q. 256 Was it paid out of this account, Mr. Richardson?
- 16 A. I'm not sure, but I presume it was, but I'm not quite sure.
- 17 Q. 257 Well we see that on the 8th July 1991, there was 30,000 pounds which has
18 been described or analysed in a recent document of Price Waterhouse
19 Coopers as payment on account for Walsh Maguire, a building firm?
- 14:18:17 20 A. Well you have the information on that.
- 21 Q. 258 Yes, well you are a trustee --
- 22 A. And that happened, yes.
- 23 Q. 259 -- you were one of the trustees of this building.
- 24 A. Yes.
- 14:18:24 25 Q. 260 This was the account into which monies were lodged in connection with it,
26 I am asking you whether you can confirm that the money that was paid out
27 for the building work was paid out in 1991 as 30,000 pounds in July and
28 5,000 pounds in August, is that right?
- 29 A. To the best of my knowledge, yes.
- 14:18:43 30 Q. 261 If we look to the next page 26673, this is a continuation of this account,

- 14:18:49 1 we see that this account effectively received a lodgement of 2,000 pounds
2 in 1991 and then there was no further activity on the account. In
3 February '93 it received a 5,000 pounds lodgement and there was no further
4 activity until the 31st October 1995, when 5,000 pounds was withdrawn from
14:19:12 5 the account?
- 6 A. Yeah.
- 7 Q. 262 Then we see the account continued on in credit earning interest but not
8 being utilised until October 2001, isn't that right?
- 9 A. 2000 and?
- 14:19:29 10 Q. 263 One. So effectively it was a dormant or sleeper account for most of it's
11 existence after the payment out of money in 1991, some ten years --
- 12 A. That's the point, the payment was put together to accept the money for the
13 donors for the house purchase and for refurbishments, it wasn't required
14 really after that.
- 14:19:49 15 Q. 264 Right. Would that suggest that there were no refurbishments then between
16 the last of the withdrawals of money which was in 1995 for 5,000 and 2001?
- 17 A. I'm not sure when -- I mean there was ongoing work because there was a
18 difficulty and a problem with the foundations, or an end wall and there
19 were ongoing work for a number of years.
- 14:20:15 20 Q. 265 Can you assist the Tribunal as to why it was that if there was ongoing
21 work that it wasn't being funded out of this account?
- 22 A. Well I can't offhand. The work had been carried out by and large by a
23 building contractor and the bulk of the work was done by that contractor.
- 24 Q. 266 Yes.
- 14:20:36 25 A. There was a lot of voluntary work done as well.
- 26 Q. 267 The work that was carried out I think we are in agreement, Mr. Richardson,
27 on on this, is work which was certainly carried out prior to 2000, isn't
28 that right or 1999?
- 29 A. Oh yeah.
- 14:20:50 30 Q. 268 Therefore you expect to see it paid for within that period of time?

14:20:53 1 A. Paid for.

2 Q. 269 Paid for?

3 A. Well yeah, you would, yeah.

4 Q. 270 Certainly it's not paid for out of this account after 1991, isn't that

14:21:00 5 right?

6 A. It seem that is way, yeah.

7 Q. 271 Though the account continued on for another ten years with money on do

8 posit which wasn't being paid for building work, isn't that right?

9 A. A small amount of money, yes.

14:21:19 10 Q. 272 Now, do you know why there was another account then opened called the

11 Building Trust Account in 1989? And the description that we are given for

12 that, Mr. Richardson, is one which was furnished to Price Waterhouse

13 Coopers by Mr. Ahern earlier this year and it's contained in page 26659,

14 where we see an extract from the report which they prepared and which in

14:21:47 15 turn was furnished to the Tribunal, and as regards the description of the

16 account it says:

17

18 "This account was set up in June 1989 to administer the funds for the

19 maintenance and upkeep of the property known as St. Lukes."

14:22:00 20

21 Do you agree with that, Mr. Richardson?

22 A. Yes.

23 Q. 273 "The trustees of this account in 1989 were Gerry Brennan, Joe Burke, Tim

24 Collins, Jim Keane and Paddy Reilly. Mr. Brennan, Mr. Keane and Mr.

14:22:12 25 Reilly are now deceased. The account has not been active since 1995 with

26 all transactions going through the main account."

27

28 I think the reference to main account there may be the constituency number

29 1 account, which was originally in the name of Mr. Ahern and Mr. Burke, is

14:22:27 30 that right?

- 14:22:28 1 A. Okay, I think so, yeah.
- 2 Q. 274 Now, the trustees firstly this refers to there being trustees of this
3 account, we are talking now about the B/T Account?
- 4 A. Okay, yeah.
- 14:22:40 5 Q. 275 The B/T Account was opened in the Irish Permanent Building Society by
6 Mr. Tim Collins who completed a document opening that account as the B/T
7 Account not Building Trust Account and he signed a declaration at the
8 bottom of the account opening document to the effect that the monies
9 within the account were his and they weren't held for anybody else. Now,
14:23:00 10 what do you know of that account being a trust account?
- 11 A. Well my knowledge of that account is -- as you see I'm not a trustee on
12 that account, I wasn't involved in the set up of it, I was away working at
13 that time, but it was set up for the benefit of St. Lukes and Fianna Fail.
14
- 14:23:23 15 Fianna Fail apparently before my time had a bad experience in the house we
16 had prior in Amiens Street, which fell apart because there was no
17 maintenance and no money put into it, the view was that this would not
18 happen to the new house.
- 19 Q. 276 Yes. On that basis is there any reason why monies that were for the
14:23:42 20 maintenance of the property would not go into the existing accounts that
21 we have considered, that is the CODR accounts which were set up prior to
22 the acquisition of St. Lukes and which apparently were used up to 1991 for
23 the purposes of expenditure on improvement or building works on that
24 property. Do you know why a second account for that purpose is opened?
- 14:24:06 25 A. As I mentioned earlier, the account was set up, the CODR account was set
26 up to purchase the house that was the beginning and end of it by and
27 large.
- 28 Q. 277 With respect it wasn't, because in 1991 we see the 30,000 coming out which
29 paid the builders for that time and 5,000 came out in August of the same
14:24:23 30 year. So that was an account which was being used for the expenditure on

- 14:24:27 1 building work in St. Lukes and if we look to the description of this
2 account, that is the B/T Account, it's described as being for the
3 maintenance and upkeep of the property known as St. Lukes?
- 4 A. Yeah.
- 14:24:39 5 Q. 278 That seems to cover what the money in the CODR account was ultimately used
6 for two years after the opening of this account?
- 7 A. No, the CODR account was for the purchase of St. Lukes.
- 8 Q. 279 I know you have said that twice, Mr. Richardson --
- 9 A. It's a fact of life.
- 14:24:57 10 Q. 280 -- I have directed your mind towards the withdrawals from that account
11 which were made in 1991 in the sum of 35,000 pounds, that was four years
12 after the building had been purchased, therefore that money has nothing to
13 do with the purchase, it's to do with the maintenance and upkeep, isn't
14 it?
- 14:25:16 15 A. There wasn't very much left in it, in terms of doing maintenance and
16 upkeep.
- 17 Q. 281 Yes, but the maintenance and upkeep which was paid for in 1991 came out of
18 the CODR account. The B/T Account was opened in 1989 and it's funds were
19 not accessed for the purpose of carrying out the building and maintenance
14:25:37 20 work, although it is described as we see in the narrative as being a fund
21 to administer funds -- sorry a bank account to administer funds for the
22 maintenance and upkeep of St. Lukes. Do you understand what the apparent
23 inconsistency between that account being for that purpose and there being
24 no withdrawal for it, from it for that purpose, do you understand?
- 14:25:59 25 A. Well the money in the CODR account purchased the building and then it did
26 carry out fairly major works, so it did, when it had money it did carry
27 out refurbishment and maintenance.
- 28 Q. 282 Really?
- 29 A. On an ongoing basis.
- 14:26:16 30 Q. 283 The account we see on screen here now, Mr. Richardson, is the B/T Account,

14:26:20 1 that is the account opened by Mr. Collins and which has been subject of
2 some detailed examination by the Tribunal?
3 A. Sure.
4 Q. 284 Can you indicate whether or not you are aware of the transactions
14:26:32 5 themselves that were conducted within the account? They are summarised by
6 way of expense and income in the sheet that's before you there which was
7 prepared by Price Waterhouse Coopers?
8 A. No, not of the detail behind it, I was aware of the loan to Celia Larkin.
9 Q. 285 Okay, that's part of the detail you are aware of but you are not aware of
14:26:52 10 the other matters?
11 A. Yes.
12 Q. 286 Okay of the perhaps if we focused on that for a moment. When was it that
13 you became aware of the fact that there was money on deposit in an account
14 expressed to be for the purpose of maintenance and upkeep of St. Lukes,
14:27:10 15 when did you learn of the B/T Account?
16 A. As I mentioned, I wasn't involved as a trustee on the B/T Account because
17 in 1999 and 1998, the company I worked for was sold to a UK, PLC that took
18 me away for two and a half years, so I was off the scene generally in
19 Drumcondra for those number of years.
14:27:30 20 Q. 287 We are talking about '88 and '89 are we or '98?
21 A. No '88 to maybe '91.
22 Q. 288 Yes, I think you had mentioned '99.
23 A. I beg your pardon.
24 Q. 289 I was just clearing that up.
14:27:41 25 A. Sorry.
26 Q. 290 So during the period that this account was opened you weren't there for
27 the purposes of dealing with it, you were engaged elsewhere?
28 A. Yes.
29 Q. 291 But at what point did you learn of the fact that a decision had been taken
14:27:53 30 to open another account number one and that it was this account?

- 14:27:58 1 A. Well some time during that time, I meanwhile I was away working quite a
2 lot I did pay the occasional trip to Drumcondra, and you know, talking to
3 the fellow trustees or my legal advisor Mr. Brennan, I would have heard
4 from him or from them.
- 14:28:14 5 Q. 292 Right. So you became aware of the account and did you understand it was
6 for the purpose of the upkeep and maintenance of the building of which you
7 were a trustee?
- 8 A. Yes I did, yeah.
- 9 Q. 293 With that in mind did you consider that the funds that were in that
10 account were funds that should be used for the purposes of the upkeep and
11 maintenance of St. Lukes?
- 12 A. Well it's seeking fund and it's still there today and it will be there for
13 hopefully a long time to come because when the house is eventually passed
14 on to Fianna Fail we don't want it to fall into disrepair like the
14:28:45 15 previous house, that's what it was for. And it's a very healthy
16 situation, unlike the situation before my time in Amiens Street.
- 17 Q. 294 Did you understand the monies in the account were for the purpose of the
18 upkeep and maintenance of St. Lukes?
- 19 A. Yes I did, yeah.
- 14:29:00 20 Q. 295 And when did you learn that the monies were going to be used for a purpose
21 other than that, namely the one instance that you are aware of, of the
22 money being given to Celia Larkin?
- 23 A. I wasn't aware of that at the time, I learned about that some time later,
24 I can't pinpoint a day or time or a year.
- 14:29:16 25 Q. 296 Right. So it follows from that that you weren't consulted about it, is
26 that right?
- 27 A. No.
- 28 Q. 297 And there was --
- 29 A. I didn't have a problem with it mind, you.
- 14:29:29 30 Q. 298 Sorry?

- 14:29:29 1 A. I wouldn't have had a problem with it.
- 2 Q. 299 Depending I suppose on what the requirements were to fund St. Lukes?
- 3 A. Yes.
- 4 Q. 300 Yes. And was there a requirement to fund St. Lukes that involved you as a
- 14:29:43 5 trustee expending money for that purpose?
- 6 A. Well there was ongoing work, as I said earlier we had a fair amount of
- 7 work done on a voluntary basis over the years and we still do have,
- 8 occasionally.
- 9 Q. 301 Well we know that the B/T trust account had some 47,000 euro or
- 14:30:05 10 thereabouts on deposit after the money had been given to Ms. Larkin, isn't
- 11 that right?
- 12 A. Okay.
- 13 Q. 302 If one is using a sterling, sorry a conversion from punts to euro, she
- 14 also returned this year some 49,000 to make up the return of the 30,000
- 14:30:26 15 initially given to her in 1993 and interest?
- 16 A. I saw that, yes.
- 17 Q. 303 So one may take it that the value of the B/T Account, if I call it that,
- 18 is in and around 100,000, isn't that right?
- 19 A. Right.
- 14:30:40 20 Q. 304 And that is money as you say, which is Fianna Fail money, it's in the
- 21 sense that it's ultimately for the benefit of Fianna Fail?
- 22 A. Yes.
- 23 Q. 305 It's held in an account by trustees, of which you are not one?
- 24 A. Yes.
- 14:30:53 25 Q. 306 It's intended to be paid for the maintenance and the upkeep of St. Lukes?
- 26 A. And more, yes.
- 27 Q. 307 And more. Now, money has been incurred on the expenditure of St. Lukes in
- 28 the recent past and has been funded by a loan for 80,000 pounds taken out
- 29 in October of 1999, isn't that so?
- 14:31:16 30 A. A mortgage.

- 14:31:17 1 Q. 308 Euro I should say, I think -- no pounds. 80,000 pounds taken out on the
2 27th October 1999, page 28365. The title to that the account is a little
3 unclear, Mr. Richardson, if it helps you, at page 28367 you will see the
4 full title of that account and it's called "D Richardson, T Collins, J
14:31:53 5 Burke, J Keane, trustees Fianna Fail DCC," you see that?
6 A. Yes, it was a mortgage.
7 Q. 309 Okay. Firstly, if we deal with the title of that, you in fact are not a
8 trustee of Fianna Fail Dublin central constituency, are you?
9 A. No.
14:32:09 10 Q. 310 No. So that title insofar as it relates to persons being trustees, it
11 names trustees of St. Lukes who are not necessarily trustees in any sense
12 of Dublin central constituency, isn't that right?
13 A. Yes.
14 Q. 311 Okay. Now, if we revert back to the opening balance of this account,
14:32:33 15 which we'll see is opened in October, 27th I think it is of October 1999,
16 with the withdrawal of 80,000 pounds and that is a mortgage account, isn't
17 that right?
18 A. We took out a mortgage in '99.
19 Q. 312 You took out a mortgage in 1989 which reflected in the account on screen
14:32:55 20 in front of you, '99 I beg your pardon, is that right?
21 A. Yes.
22 Q. 313 Yes. Now, as of that date, Mr. Richardson, you may confirm to me that the
23 B/T Account had some 36,000 pounds or thereabouts on deposit on it and it
24 also, that account was owed 30,000 pounds by Ms. Larkin and also the
14:33:25 25 interest that would have accrued on that account between 1993 and 1999,
26 some six years, isn't that right?
27 A. Yes.
28 Q. 314 And the combination of those two amounts I take it would have satisfied
29 the requirements which was to be met by this mortgage, isn't that so, on a
14:33:46 30 purely accounting exercise I am talking about now. If you had wanted to

14:33:51 1 fund the expenditure which was incurred on this property and which was met
2 by this mortgage, you could have done so by taking the money from the B/T
3 Account and from Ms. Larkin without therefore the necessity of incurring a
4 liability, isn't that so?

14:34:14 5 A. Yes.

6 Q. 315 Now, can you tell me what consideration, if any, the trustees gave to the
7 question of taking out a mortgage in 1999, in circumstances where there
8 was that money available from the two sources that I have identified to
9 you?

14:34:31 10 A. Well it was important to keep money there as a fund for the future. When
11 we took out the mortgage in 1999, this being a Fianna Fail house, at one
12 stage in the future we knew it was going to be handed over to Fianna Fail,
13 and the plan was to leave it in very good condition, leave it with a
14 sinking fund, but also leave it free of debt. I didn't particularly want
14:34:59 15 to hand over a house to Fianna Fail that I had a liability for in terms of
16 a mortgage.

17
18 So last October we decided to have a fundraiser in Dublin to raise funds
19 for the B/T Account to enable us then, at the stage when Bertie Ahern was
14:35:22 20 moving aside which we knew would be in a year or two, that the mortgage
21 would be paid and the trustees would have no liability, and that was very
22 important from the trustees point of view.

23 Q. 316 You are talking about a transaction which has taken place in the last
24 year, is that right?

14:35:39 25 A. What transaction?

26 Q. 317 A transaction involving the satisfaction or payment off of the mortgage,
27 is that right? Did I understand you to say that --

28 A. No we were going to carry out a fundraiser last October, we booked a
29 restaurant here in Dublin, it didn't happen for certain reasons.

14:35:58 30 Q. 318 Very good.

- 14:35:58 1 A. The plan was that money would go towards paying off the liabilities of the
2 trustees before we left office.
- 3 Q. 319 Okay. Well, what I am asking you about, Mr. Richardson, at the moment is
4 the circumstances which applied in 1999, which led you and your fellow
14:36:14 5 trustees to encumber the property at St. Lukes with a mortgage of 80,000
6 pounds at a time when to that date there were no debts attaching to it?
- 7 A. Sure.
- 8 Q. 320 Now in relation to that, that obviously involved a decision on the part of
9 the trustees to incur this debt, isn't that right?
- 14:36:35 10 A. Yes, indeed.
- 11 Q. 321 And to that point in time the property had been owned for some 12 years or
12 so without there being a loan on it, isn't that right?
- 13 A. Yes.
- 14 Q. 322 It had certain assets and those assets I have just described as being
14:36:50 15 amongst other things, the deposit which was extant in the B/T Account for
16 one, isn't that right?
- 17 A. Yes.
- 18 Q. 323 The deposit monies which were available in the CODR deposit account for
19 two?
- 14:37:05 20 A. Yeah.
- 21 Q. 324 The monies which were owed by Ms. Larkin for three, isn't that right?
- 22 A. Sure.
- 23 Q. 325 Those three sources, if utilised, would have ensured that it wasn't
24 necessary to put the property in debt by way of mortgage, isn't that
14:37:20 25 right?
- 26 A. Sure.
- 27 Q. 326 So somebody made the decision not to touch those accounts, not to apply to
28 Ms. Larkin to see whether she was in a position to repay the funds that
29 point in time, but rather to set about borrowing 80,000 pounds?
- 14:37:35 30 A. Well I think we only had 40,000 then, the money hadn't been returned by

- 14:37:39 1 Celia Larkin.
- 2 Q. 327 I appreciate that, but this was money which was to be returned as we
- 3 understand it, at the request of the trustees if they needed it?
- 4 A. Sure, sure.
- 14:37:50 5 Q. 328 So it was perfectly open to apply to have her pay it back and see what the
- 6 response was, wasn't that right?
- 7 A. Exactly.
- 8 Q. 329 That wasn't done, isn't that right?
- 9 A. Yes.
- 14:37:58 10 Q. 330 And equally we are told that the money that was repaid by her was repaid
- 11 notwithstanding that it hadn't been asked for, isn't that right?
- 12 A. Well back in 1999, the view was that she was in a similar type of position
- 13 that she was in when she borrowed the money. So there was no need to ask
- 14 her for it back, it may have caused her hardship.
- 14:38:21 15 Q. 331 Well nobody ever inquired?
- 16 A. Well that was a view I had.
- 17 Q. 332 Nobody inquired apparently in recent months either but she paid the money
- 18 back without being requested, that's what we have heard?
- 19 A. Very good.
- 14:38:35 20 Q. 333 So that situation could well have pertained just as well in 1989 and you
- 21 wouldn't have had to borrow the money.
- 22
- 23 JUDGE FAHERTY: 1999.
- 24 Q. 334 Sorry I beg your pardon. 1999, isn't that so?
- 14:38:47 25 A. Yes.
- 26 Q. 335 The incurring of that debt I think, Mr. Richardson, indicates that you
- 27 were actually involved in the financing or the financial dealings in
- 28 relation to the running of St. Lukes, isn't that right?
- 29 A. The mortgage.
- 14:39:06 30 Q. 336 Well the mortgage was for a purpose, wasn't it?

14:39:10 1 A. How do you mean the running of St. Lukes, explain that to me?

2 Q. 337 St. Lukes incurred liabilities, you met those liabilities by being

3 instrumental in taking out a mortgage to meet them?

4 A. Yes, I did, yeah.

14:39:24 5 Q. 338 So to that extent you were involved in the financial dealing with this

6 property?

7 A. Sure at that stage.

8 Q. 339 Sorry.

9 A. At that stage, yes.

14:39:33 10 Q. 340 At that stage. But what was that money for, the 80,000 pounds, what was

11 it for?

12 A. For the mortgage on the house.

13

14 JUDGE FAHERTY: How was it intended, Mr. Richardson, that the 80,000

14:39:50 15 borrowed would be expended I think that's what Mr. O'Neill is inquiring of

16 you?

17 A. I am not sure if further work was carried out just after that, but I know

18 work was carried out.

19 Q. 341 MR. O'NEILL: Was it in respect of past debts?

14:40:03 20 A. I am not quite sure.

21 Q. 342 Were you the person who was engaged in expending this money?

22 A. What money?

23 Q. 343 The 80,000 pounds cash which was lodged into this account, the mortgage

24 account, was then expended from this account within a relatively short

14:40:19 25 period of time?

26 A. It was spent, was it, are you telling me?

27 Q. 344 Mr. Richardson, you are the person who is the account holder here, you and

28 your fellow trustees, you must know what you did with the money?

29 A. Well I think some work was carried out on St. Lukes either before or

14:40:37 30 after, I am not quite sure, but there was major work carried out in '91 up

14:40:42 1 to '91 and major work carried out later on in that decade and that it was
2 on the back of that that we may have borrowed 80,000 pounds to pay off our
3 fees, I'm not quite sure.

4 Q. 345 But surely before you encumbered the property which you were the owner of
14:41:02 5 as a trustee with a debt, you would know what this money was about?

6 A. At the time I would have known, yes, absolutely.

7 Q. 346 But you have forgotten between then and now, is that right?

8 A. Yes I have, yeah of the but I can check it out very quickly.

9 Q. 347 Right. Is that the only monies that you borrowed in relation to it or was
14:41:21 10 there a later borrowing of money?

11 A. There was a later borrowing of money as well I believe, maybe in 2005 or
12 2006.

13 Q. 348 Right. That we see at page 28368 in 2006, we see this as an account
14 called D Richardson and J Burke trustees Fianna Fail Dublin north.

14:41:45 15 A. Yes.

16 Q. 349 Again you weren't trustees of Fianna Fail Dublin north, isn't that right?

17 A. No, no never.

18 Q. 350 You borrowed 40,000 pounds which was repaid by the 23rd May 2007, a year
19 later?

14:42:05 20 A. Okay.

21 Q. 351 Is that so?

22 A. I think so, yes.

23 Q. 352 Yes. Out of the operations of the constituency fundraising exercises, is
24 that right?

14:42:15 25 A. Yes I believe so, yeah.

26 Q. 353 And did you have a role in that and can you assist the Tribunal as to just
27 what your involvement was in the generation of these monies by way of loan
28 and their application or expenditure?

29 A. What I was involved in, Chairman, at the time, was the annual fundraising
14:42:36 30 function in Kilmainham Castle. I was on the committee for that fund

- 14:42:42 1 raising function for many years and there were a number of golf outings
2 which I have taken part in on two or three occasions.
- 3 Q. 354 Were they the fundraisers that were called at one stage O'Donovan Rossa
4 dinner and Cumman O'Donovan Rossa and that title?
- 14:43:02 5 A. Yes.
- 6 Q. 355 Right. And I think is it correct to say that you asked persons who were
7 donors to that to make their cheques payable to Cumman O'Donovan Rossa?
- 8 A. To the best of my knowledge, yes.
- 9 Q. 356 Yes. So you were fundraising for St. Lukes property through those
14:43:25 10 fundraising exercises?
- 11 A. That fundraising has been going on for 10, 15, 20 years.
- 12 Q. 357 Yes but it focused, it acquired the title Cumman O'Donovan Rossa I believe
13 in 1988?
- 14 A. It may have done -- I may have done, I don't pay attention to that kind of
14:43:44 15 detail of what name it was held in.
- 16 Q. 358 Well these monies, Mr. Richardson, you were involved in raising the money,
17 isn't that right, you have told us that?
- 18 A. I was involved in selling tables at a function.
- 19 Q. 359 Right. And I take it that those monies in due course would have been
14:44:04 20 accounted for by that I mean recorded as regards the amount and the donors
21 of these various amounts, and you will then apply them to one of a series
22 of accounts that have now been disclosed to us?
- 23 A. That wasn't my role. My role was to sell a number of tables and I will do
24 that and then the donors would pay their cheque into St. Lukes.
- 14:44:30 25 Q. 360 When you say they had's pay it into St. Lukes?
- 26 A. Send it to St. Lukes.
- 27 Q. 361 Where the money might go to either A, the constituency number 1 account
28 which was being operated at the time by Mr. Ahern and Mr. Burke, is that
29 right?
- 14:44:43 30 A. That wasn't my role where the money went to.

- 14:44:45 1 Q. 362 I am asking you whether you know of where the money went to from the
2 proceeds of the fundraising exercise that you were engaged in, do you know
3 where the money went?
- 4 A. What money?
- 14:44:55 5 Q. 363 The money you raised as a fundraiser for these dinners that took place at
6 St. Lukes and -- sorry at Kilmainham and subsequently in Clontarf?
- 7 A. My actual role in that was selling tables and getting people to come along
8 and support the function, they would pay their cheques over to St. Lukes
9 and what would happen in there I was not involved in.
- 14:45:19 10 Q. 364 Well I think you will agree with me, a moment ago, Mr. Richardson, that
11 amongst other things you asked people to make cheques payable to Cumman
12 O'Donovan Rossa for those dinners?
- 13 A. Whatever the cheques were made out to would be, I would be advised at the
14 time by somebody in St. Lukes and I would just carry out that instruction.
15 You are asking back in '98 who they were made out to, I can't recall.
- 14:45:38 16 Q. 365 Well, I am asking you what the system was in which you were a participant
17 which involved canvassing money from people and that money coming into the
18 St. Lukes organisation if I can call it that, which appears to have had a
19 number of accounts attached to it, which include the constituency number 1
20 account, the B/T Account, the CODR accounts?
- 14:46:00 21 A. Yeah.
- 22 Q. 366 And other accounts.
- 23 A. Sure. The people in St. look Luke would say know how to handle that, that
24 wasn't my job, I didn't work in there, I sold tables.
- 14:46:14 25 Q. 367 Well nobody really worked in there other than Mr. Ahern's secretaries,
26 isn't that right?
- 27 A. Well people worked in there, a lot of volunteers working there, a lot of
28 people worked in there and they would know what to do from a year to year,
29 that wasn't my end of things, I wasn't in there, I never worked in there.
- 14:46:33 30 Q. 368 You say you had nothing to do with these accounts?

- 14:46:36 1 A. No.
- 2 Q. 369 No. Although obviously the monies which were expended through the
3 mortgage account and the loan account were expended to meet liabilities
4 which had been incurred in St. Lukes, is that right?
- 14:46:51 5 A. I have no problem with that, yes.
- 6 Q. 370 Right. So you knew what the money was for when you went to borrow the
7 money, but you had nothing to do with incurring those debts, is that
8 right?
- 9 A. Sure.
- 14:47:02 10 Q. 371 And you don't know what other monies came in over the years or how they
11 were accounted for, is that right?
- 12 A. I wasn't involved in that end of things.
- 13 Q. 372 Right.
- 14 A. I was a full time fundraiser with Fianna Fail at that time, I wasn't
14:47:15 15 involved in fundraising per se in Drumcondra or Dublin central.
- 16 Q. 373 To get back, if I may nor a moment, to the other sleeper account that was
17 there, the Roevin Ireland account which ran until September of 1995, can
18 you say what you did with that money, Mr. Richardson?
- 19 A. No. I haven't looked at that account in ten years so I could check it out
14:47:39 20 for you and come back to you by all means.
- 21 Q. 374 I see. That was an account which remained cash rich from 1992 to 1995 at
22 a time when your other accounts, the ones who were operating through
23 Wildover and through your own personal account in bank of Ireland Montrose
24 were consistently in over draft, isn't that right?
- 14:48:02 25 A. Not at all surprised, yes.
- 26 Q. 375 Was there any particular reason why this fund that was in the account
27 under the name of Roevin was not being touched?
- 28 A. No.
- 29 Q. 376 No this was at a period, Mr. Richardson, I am sure you are acutely aware,
14:48:22 30 when interest rates were high and when a considerable cost was being

14:48:28 1 incurred by the operation of the Wildover account in over draft, isn't
2 that right?

3 A. Sure, sure.

4 Q. 377 Which would have been satisfied you had you simply taken this, almost
14:48:39 5 40,000 pounds?

6 A. Quite possibly, quite possibly.

7 Q. 378 Well is there, what is the explanation for that?

8 A. I don't have one, have you.

9 Q. 379 Well can you think about it now, this is an account which you operated
14:48:53 10 obviously, it is one of three accounts you operated, one of three accounts
11 that were operating at that time, that had a connection with Mr. Ahern in
12 the sense that firstly the Roevin account --

13 A. It had no connection with Mr. Ahern at all.

14 Q. 380 The Roevin account paid the 5,000 pounds that Mr. Ahern?

14:49:14 15 A. The Roevin account had no connection with Mr. Bertie Ahern, ever. You
16 know that.

17 Q. 381 It has been established through the evidence led through you,
18 Mr. Richardson, that of the two expenditures from that account, and there
19 were only two, one of them the larger of them for 5,000 pound went to buy
14:49:31 20 a draft in your name, which was given to Mr. Ahern that is the connection?

21 A. What you said is incorrect. Mr. Ahern had no connection with that
22 account. You know that, isn't that right?

23 Q. 382 It's quite incorrect, Mr. Richardson. That paid the 5,000 pounds to
24 Mr. Ahern via the draft.

14:49:56 25 A. Roevin.

26 Q. 383 Roevin?

27 A. But Bertie Ahern had no connection with the account.

28 Q. 384 Sorry.

29 A. Bertie Ahern had no connection to that account.

14:50:03 30

14:50:03 1 CHAIRMAN: That's what Mr. O'Neill is referring to as the connection.
2 Namely 5,000 from that account going to Mr. Ahern.
3 A. That's my business account, Chairman.
4

14:50:13 5 CHAIRMAN: No, no.
6 A. Which I am entitled told do.
7

8 CHAIRMAN: I accept that. But Mr. O'Neill -- that is the connection he
9 is talking about. He is not suggesting that there is evidence of another
14:50:25 10 connection, it's the fact that it was used to fund a 5,000 draft for him.
11 A. Sure, sure. I said that last November.
12 Q. 385 MR. O'NEILL: Right. Can you assist the Tribunal as to what happened to
13 the rest of the money, the balance?
14 A. No.
14:50:38 15 Q. 386 The 36,000?
16 A. No I can't. 12 years ago but I will come back to you on it.
17 Q. 387 Have you forgotten about it, Mr. Richardson, or can you give any
18 assistance?
19 A. I have never thought about it, this is my personal -- these are my
14:50:54 20 personal business accounts they have nothing to do with you.
21 Q. 388 It's your personal business account, Mr. Richardson, you tell us on the
22 basis that albeit that it is an English company, Roevin Ireland Limited,
23 that you had a right to draw on it's account by reason of an agreement you
24 made with it's directors, isn't that right, that's why you say it's your
14:51:17 25 business account?
26 A. I was in charge of that account.
27 Q. 389 Yes.
28 A. And that's my business account and nothing to do with what's going on
29 here, at all.
14:51:26 30 Q. 390 But the use of your --

14:51:27 1 A. You know that.

2 Q. 391 Sorry.

3 A. You know that.

4 Q. 392 Don't accredit knowledge to me, Mr. Richardson, that exists other than on

14:51:36 5 the face of these documents. These documents speak for themselves.

6 A. It's got nothing to do with Quarryvale.

7 Q. 393 Sorry.

8 A. It's got nothing to do with Quarryvale, my business account in 1985.

9

14:51:48 10 CHAIRMAN: Mr. Richardson, this goes back to earlier submissions not just

11 today but previously, we see Roevin being used to fund 5,000 going to

12 Mr. --

13 A. And only 5,000, Chairman, yes.

14

14:52:01 15 CHAIRMAN: The other major transaction is the 36,000 or whatever, coming

16 out of the account or at least closing the account. So it's quite a

17 legitimate question to ask if the, if one large sum from the account is

18 used to make a payment to Mr. Ahern what was the other large transaction,

19 namely the 36,000 odd, what was that used for? You say it's for business

14:52:33 20 purposes but you say you don't have a recollection as to the manner in

21 which it was used. No one is suggesting that you have to produce a list

22 or disbursements making up 36,000, but a general explanation could be

23 given as to what it was used for.

24 A. Sure. Well I will tell it did not go to Mr. Bertie Ahern or anything to

14:52:55 25 do with him. It's back 13 years ago. Now, I didn't know you were going

26 to talk about my business accounts here today, but again I can check it

27 out and there is an answer no doubt, but it did not go anywhere near

28 Bertie Ahern or Fianna Fail, Dublin north side.

29 Q. 394 Nor can you offer any explanation as to why you chose to use that account

14:53:17 30 to take out 5,000 pounds to purchase a draft to give to Mr. Ahern?

- 14:53:22 1 A. Does it matter?
- 2 Q. 395 Yes, you are being asked why it was that you chose to use this account for
- 3 the purpose of taking out 5,000 pounds which you knew was going to go to
- 4 Mr. Ahern?
- 14:53:32 5 A. Probably because it had 5,000 pounds there to do it with.
- 6 Q. 396 But you had other accounts which had 5,000 pounds in them at the time.
- 7 A. Pardon.
- 8 Q. 397 You had other accounts, you had obtained a cheque from Fianna Fail which
- 9 you lodged to the account of Wildover which would have allowed for that
- 14:53:49 10 money to have been paid to Mr. Ahern through a Wildover cheque, which you
- 11 didn't do?
- 12 A. You just said to me a short while ago I was very overdrawn on my personal
- 13 account and my Wildover account for many many years.
- 14
- 14:54:02 15 JUDGE FAHERTY: No I think what Mr. O'Neill is saying if memory serves me
- 16 correctly, at the time the 2,500 cheque was made payable to cash which
- 17 went to Mr. Ahern in the Wildover account. That account had excess of
- 18 funds which could have funded the 5,000 draft, is that?
- 19 Q. 398 MR. O'NEILL: Yes and you believed at one point in time that it did so?
- 14:54:22 20 A. Yes I did, yes.
- 21 Q. 399 So whilst you had that capacity, the cheque in other words for 5,000
- 22 pounds to Des Richardson from Wildover number 169, could have bought the
- 23 draft which paid Mr. Ahern, it didn't, we know that?
- 24 A. It didn't because --
- 14:54:39 25 Q. 400 But it could have?
- 26 A. Yes it could be, but at the time I needed 5,000 pounds myself.
- 27 Q. 401 So instead of that you go and you take money from this otherwise dormant
- 28 account?
- 29 A. That's not a problem.
- 14:54:50 30 Q. 402 Right. Now, we referred a moment ago to Wildover and Wildover is a

- 14:54:58 1 company that was involved in the settlement of a liability to Ulster Bank
2 for 12,500 pounds, isn't that so?
- 3 A. Sure.
- 4 Q. 403 We know that there was a liability incurred which was greater than that
14:55:14 5 amount with Ulster Bank as a result of a failed fundraising project, isn't
6 that correct?
- 7 A. Yeah.
- 8 Q. 404 And the money which funded that was money which came from the Wildover
9 account which we see at page 18981 on screen, 12,500 debit there?
- 14:55:40 10 A. Yes.
- 11 Q. 405 And if we look to the credits immediately before that we'll see that there
12 is 24,420 pounds credited to that account on the 23rd November, isn't that
13 right?
- 14 A. Yes.
- 14:55:53 15 Q. 406 And there is therefore a relationship between those two items, that is the
16 lodgement of the funds enabling the cheque to be written, isn't that
17 right?
- 18 A. Correct.
- 19 Q. 407 Because otherwise we'll see that the account was substantially overdrawn,
14:56:10 20 isn't that right?
- 21 A. Yes.
- 22 Q. 408 And that money which was lodged to that account came from a Fianna Fail
23 account by means of a cheque signed by Mr. Bertie Ahern on the 17th of
24 November 1994, isn't that so?
- 14:56:25 25 A. It came from Fianna Fail headquarters that cheque.
- 26 Q. 409 Right. If we look at page 18984, we'll see at the bottom there the cheque
27 itself, it's made payable to Wildover Limited, 24,420 pounds on the
28 Reynolds Ahern account?
- 29 A. Yes.
- 14:56:44 30 Q. 410 It's signed by Mr. Bertie Ahern.

- 14:56:47 1 A. Yes.
- 2 Q. 411 And then above that, we see where you paid that money in to the Wildover
3 account on the 23rd November, isn't that right?
- 4 A. Correct.
- 14:56:55 5 Q. 412 Now as I say, that was to bring to completion an ongoing outstanding debt
6 which existed as between a company called Trentvalley Limited and Ulster
7 Bank Limited, isn't that right?
- 8 A. Correct.
- 9 Q. 413 While this was the ultimate means in which this liability was settled, it
10 was something which had been in negotiation for some time before that
11 between yourself and Ulster Bank, isn't that right?
- 12 A. A short enough time, yeah.
- 13 Q. 414 Yeah. The indebtedness itself was something over 15,000 and it was
14 compromised by the bank by accepting 12 and a half, isn't that right?
- 14:57:40 15 A. Yes.
- 16 Q. 415 And if we look to page 28384 we'll see an internal document generated by
17 Mr. McKenna who was the manager of the bank in Mallow to his southern
18 regional office in which he is confirming the fact that he has settled the
19 indebtedness with you.
- 14:58:02 20
21 It says "Further to our most recent conversation I have now succeeded in
22 contacting Des Richardson and negotiating a settlement. Earlier this
23 morning in the course of a telephone conversation, Des agreed a figure of
24 12,500 in full and final settlement of the Trentvalley debt with lump sum
14:58:20 25 clearance to be affected by the 31st October."
26
27 Would that accord with your recollection of this agreement having it's
28 origins in a conversation which you had with the manager and it probably
29 took place on the 13th of October of 2000, sorry of 1994?
- 14:58:40 30 A. Yes.

- 14:58:41 1 Q. 416 Yes. Now, we know that in relation to the settlement of that debt you had
2 considered paying it from pounds other than at Wildover, isn't that right?
- 3 A. Correct.
- 4 Q. 417 And if we look to the document at page 24381 this is the handwritten
14:59:07 5 memorandum which you prepared, which was provided to the Tribunal with
6 other documentation by Fianna Fail and it, I think, records the fact that
7 it was agreed with Ulster Bank Mallow to fund the clearance of the debt by
8 12 and a half thousand pounds to clear the account, isn't that right,
9 suspect that what it says?
- 14:59:32 10 A. Yes.
- 11 Q. 418 And at that time when this document is prepared and I have to suggest that
12 that must be at a date after the 13th October of 1994, because that's when
13 the agreement was made, isn't that right? Do you agree that the agreement
14 you made with Ulster Bank was made not earlier than the 13th October 1994,
14:59:57 15 because that is when they record a telephone, there having been a
16 telephone conversation with you when you agreed a figure of 12 and a half
17 thousand pounds?
- 18 A. No, I am not quite sure of that actually, no.
- 19 Q. 419 Well this document --
- 15:00:10 20 A. Sorry go ahead.
- 21 Q. 420 I think, I didn't mean to cut you short if you want to add something, if
22 not I will go back to this agreement -- this document says on screen.
23 What it says is that you agreed with Ulster Bank Mallow final clearance of
24 12,500 pounds to close the account.
- 15:00:27 25
- 26 Now, I am saying that that can be fixed in time by reference to the
27 earlier letter of the 13th October 1994, which records that on that date a
28 telephone conversation took place between yourself and the bank manager
29 where you agreed a figure of 12,500 pounds which was less than the amount
15:00:47 30 of the debt and that it was to be paid by the 31st of October?

15:00:52 1 A. Do you have a letter there from the bank on that issue?

2 Q. 421 Yes, it's -- it's not a letter it's a memo I just saw at page 28384, an
3 internal letter from the manager of the bank in Mallow to his credit
4 controllers effectively, saying "Dear sirs, further to our recent
15:01:15 5 conversation I have now succeeded in contacting Des Richardson and
6 negotiating a settlement.
7
8 Earlier this morning in the course of a telephone conversation Des agreed
9 a figure of 12,500 in full and final settlement of the Trentvalley Limited
15:01:29 10 debt with a lump sum clearance to be effected by the 31st October. I am
11 now writing separately to Des Richardson confirming terms and timescale of
12 our agreement. I have diarised to revert to you by 31st October in any
13 event"
14
15:01:45 15 On the face of that document it would appear that that agreement to accept
16 2,500 pounds was confirmed or made by the bank and yourself on the 13th
17 October, do you agree with that?
18 A. It would seem that way, yes.

19 Q. 422 Yes. If that is so, if we can revert now to the document at page 24381,
15:02:07 20 what you are recording in this document means that there is an agreement
21 with Ulster Bank Mallow for a final clearance or to fund the clearance of
22 12,500 pounds to close the account right down, isn't that right?
23 A. Yes.

24 Q. 423 Now though we have just dealt with the fact that this account was funded
15:02:32 25 by, sorry this clearance was funded by a 12,500 cheque drawn on the
26 Wildover account and made payable to Ulster Bank at the time this document
27 was prepared it was envisaged that it would be paid for in a different
28 way, the component part of that payment as you envisaged it were 500
29 pounds cash from Tony Kenna, 10,000 pounds UK dollars Norman Turner (may
15:03:01 30 '94 UK hotel). I think it says changed or converted I should say in June,

15:03:12 1 to 6,780 pounds and the balance from Des Richardson. That's how you
2 intended to meet the 12,500 pounds at that date?

3 A. Yes, yes.

4 Q. 424 Now, we have also heard the evidence which was that of the internal bank
15:03:34 5 personnel ultimately responsible for that debt in Ulster Bank, Mr. Hunt,
6 to the effect that he was informed that the money to pay this debt was
7 going to come from Manchester, are you aware of that?

8 A. Yes I am, yeah.

9 Q. 425 In relation to what we see on screen here we know that the 10,000 US
15:04:04 10 dollars was given to you in Manchester, isn't that right?

11 A. Yes.

12 Q. 426 If this document was prepared by you after the 13th October of 1994, it
13 follows that that money was still available to you for your consideration
14 in October 1994, for application to satisfy the agreement you had made on
15:04:25 15 the 13th October 1994 with Mr. McKenna, isn't that so?

16 A. It would seem that way, yes.

17 Q. 427 Now, where was this money kept by you, Mr. Richardson, and was it kept in
18 Manchester?

19 A. In Manchester.

15:04:39 20 Q. 428 Yes.

21 A. No it was kept in my safe in Dublin, in the Berkley Court. I have no way
22 of minding money in Manchester or having money in Manchester.

23 Q. 429 Right. When you were contacted after the expiry of the date upon which
24 the money should have been paid on foot of the agreement, that is the 31st
15:05:04 25 October, you sent a fax to Mr. McKenna at Ulster Bank, isn't that right?

26 A. Yes.

27 Q. 430 On the 17th, we'll see that at page 28381, that's the 17th November?

28 A. Yeah.

29 Q. 431 In that you say.

15:05:20 30

15:05:20 1 "Peter, I will not be at my office until Friday morning. I have issued
2 instructions for a lodgement to be made to your bank. I am advised this
3 morning that my instructions have been carried out and the deposit will be
4 with you today or tomorrow."

15:05:39 5
6 That being so, one would have expected that the payment would have been
7 received either on the 17th or the 18th, isn't that right?

8 A. Possibly.

9 Q. 432 Well not possibly. That's what you say "I am advised this morning that my
10 instructions have been carried out and the deposit will be with you today
11 or tomorrow".
12

13 Now, is that correct, because we know that the cheque that satisfied this
14 debt wasn't written by you until the 23rd November?

15:06:19 15 A. Correct.

16 Q. 433 Can you explain then how you could say to Mr. McKenna that your
17 instructions had been carried out?

18 A. Yes. Well I was expecting a cheque in from Fianna Fail which came in the
19 following week and as soon as I got my cheque he was paid. I had been
15:06:37 20 talking to Mr. McKenna for maybe a month or month and a half and I was
21 waiting until I had money and he was under pressure, he was putting me
22 under pressure and I understand where he was coming from, but I was buying
23 time to be able to give him of a cheque of 12,500 pound not for the first
24 time I have told a bank a cheque was in the post.

15:07:01 25 Q. 434 But you had available to you that money, there was no question of having
26 to wait for anybody to pay it to you, isn't that right?

27 A. No.

28 Q. 435 So why is it that you had to wait for Fianna Fail to pay you?

29 A. Quite simply because I had taken on this particular fundraising venture,
15:07:23 30 having had a request from Mr. Pat O'Callaghan in Cork who got in touch

15:07:30 1 with Fianna Fail to say he had a good fundraising idea, he would like to
2 help with the Fianna Fail debt if he could do. He got a phone call back
3 from Fianna Fail and arranged to meet with me. He came to Dublin to see
4 me in the Berkley Court, put the idea to me, I thought it was a good idea
15:07:42 5 and I said we'd go with that. I got in touch with the bank in Mallow,
6 spoke to Mr, the current bank manager then, who was very much aware of the
7 Fianna Fail venture and he agreed give a 10,000 pounds over draft.

8 Q. 436 Yes I am sure you know, Mr. Richardson, that is material as regards why
9 the debt was incurred but what we are really focusing on here is the
15:08:05 10 circumstances in which you came to say on the 17th of November that you
11 had given instructions that your instructions had been carried out and
12 that the money was going to be with them that day or the next day?

13 A. I am going to explain to you.

14 Q. 437 Yes.

15:08:22 15 A. I had made a decision to go with that particular venture. And I was in
16 the -- that was my first year in the job with Fianna Fail and having gone
17 with that venture of the "give me a break" scratch card, it didn't work.
18 I wasn't going to leave that debt with Fianna Fail, so I wanted to pay it,
19 simple as that, so I waited until I had my own money and I paid it, not
15:08:47 20 with Fianna Fail money. I felt liable for that, I didn't have to, Fianna
21 Fail would have paid it had I asked them. I said no I am not going into a
22 venture that lost money and cost that debt back on to Fianna Fail, I
23 personally paid it. No other reason.

24 Q. 438 The sources of funds available to you to meet this didn't necessarily have
15:09:13 25 to involve this company called Wildover Limited.

26 A. But it did, that was my decision.

27 Q. 439 Sorry?

28 A. That was my decision.

29 Q. 440 You had to the money available in the Roevin account for example which you
15:09:25 30 could have taken out had you so wished to pay it, isn't that right?

15:09:27 1 A. That was my decision to pay from Wildover.

2 Q. 441 Sorry.

3 A. That was my decision to pay from Wildover.

4 Q. 442 Right.

15:09:34 5 A. I can't go back on that now.

6 Q. 443 Now, you communicated I suggest we'll see at page 28379, with Mr. Peter

7 McKenna in terms which were subsequently relayed by him to his controller

8 Mr. Hunt, as we see on screen "Peter has got talking to Des Richardson.

9 Richardson is adamant that the money is in the pipe line and that he

15:09:57 10 instructed the bank in Manchester to forward them to us. Peter did not

11 get specifics on the Manchester bank or the payment date but on the basis

12 of the faxed letter from Richardson of the 17th and as the amount is

13 relatively small it is possible that it is somewhere en route.

14 International department say it could take up to five working days."

15:10:24 15

16 Can you explain or have you any information that can assist the Tribunal,

17 Mr. Richardson, as to why the bank officials should record you as saying

18 that this money was coming from a Manchester bank account if that was

19 untrue?

15:10:39 20 A. Sure. On two occasions Mr. McKenna has used the word adamant. During

21 that question with -- during a question with yourself Mr. O'Neill the

22 answer to that -- that Mr. Hunt gave to you was "You will see that within

23 that it is possibly in the second paragraph Mr. McKenna is there recording

24 that Mr. Richardson was add manned that the account had nothing to do with

15:11:11 25 Fianna Fail fundraising".

26

27 Now, when I was here in November I said to Judge Mahon that that is

28 absolutely 100 per cent incorrect. I made a point to the media behind me

29 that this would be proven in time that it was a Fianna Fail venture. I

15:11:26 30 think we know now it was a Fianna Fail venture. We had Mr. Hunt saying

15:11:30 1 it, and we had Mr. McKenna saying it, we had the current bank manager that
2 I dealt with at the time in '93 or '94 in Ulster Bank saying it was a
3 Fianna Fail fundraiser, so Mr. McKenna got that one wrong.

4
5 Second time Mr. McKenna used the word adamant which I have here in front
6 of me, Mr. O'Neill pointed out that Mr. Hunt in his memo of the 21st of
7 the 11th stated that "Peter has got talking to Des Richardson, Richardson
8 is adamant that the money is in the pipeline and he instructed a bank in
9 Manchester to forward them to us".

15:12:07 10
11 The second time this word "adamant" is used, the money was certainly in
12 the pipeline because I was waiting on a cheque from Fianna Fail. The
13 money did not come from Manchester, it came from my bank in Dublin, as you
14 know, as we all know, it did not come from any bank in Manchester and that
15:12:23 15 is not correct. It came from Baggot Street and the money that went into
16 the account came from Fianna Fail. So there is no link to Manchester
17 whatsoever.

18 Q. 444 Undoubtedly it came from the account, your account, it paid off this debt,
19 it was not the method of payment that was initially envisaged by you,
15:12:52 20 isn't that right?

21 A. No.

22 Q. 445 So at some point in time you had considered paying it with the proceeds of
23 monies which were those generated outside this jurisdiction in Manchester,
24 isn't that right?

15:13:06 25 A. Fianna Fail monies, yes and they then I decided that it was not a Fianna
26 Fail liability. In real life it was, but I wanted to pay that liability
27 myself, which I did do.

28 Q. 446 Now, in relation to that money which you say is Fianna Fail money,
29 Mr. Richardson, we are talking about 10,000 US dollars which were given to
15:13:27 30 you by Mr. Norman Turner, isn't that right?

15:13:30 1 A. Yes.

2 Q. 447 And you know that in your relationship with Fianna Fail your point of
3 contact as I understand it with the Fianna Fail party in the capacity of
4 your being a fundraiser for Fianna Fail was with Mr. Sean Fleming, now TD,
15:13:47 5 and then an accountant in the full time employment of party headquarters
6 at Fianna Fail, isn't that right?

7 A. Well he was one person, yeah. I had a chairman that I had to report to as
8 well.

9 Q. 448 Are you aware that Mr. Fleming has indicated to the Tribunal in response
15:14:08 10 to a request made of him by the Tribunal that he first became aware of
11 this donation, this is the 10,000 US dollars, in the course of the
12 Tribunal's evidence in November 2007?

13 A. I think so, yes.

14 Q. 449 Yes. And on that basis if that is correct, he was not aware of the fact
15:14:35 15 that you had received 10,000 US dollars in Manchester from Mr. Norman
16 Turner?

17 A. We'd have a different viewpoint on that.

18 Q. 450 That may well be it's for that reason that I am asking you the question,
19 Mr. Richardson. Do you accept that the Fianna Fail organisation did not
15:14:55 20 record at Fianna Fail Head Office, any financial donation of 10,000
21 dollars or it's Irish punt or sterling or other equivalent in it's
22 records?

23 A. We have had this conversation before.

24 Q. 451 Right. We may have had many conversations it's a straightforward
15:15:14 25 question, Mr. Richardson, I'd like you to answer it, because on the last
26 occasion you indicated that you had accounted for this, you had confirmed
27 this payment with Fianna Fail and in answer to the judges you indicated
28 that you had done so with Mr. Fleming.

29

15:15:32 30 Mr. Fleming does not agree with that and I am now asking you whether or

15:15:36 1 not you agree that the Fianna Fail records of receipted funds do not
2 record this as a receipted fund?
3 A. I explained to you last time I was here.
4 Q. 452 I am asking now not what you said last time.
15:15:51 5 A. Excuse me. I explained last time I was here that document you had up a
6 moment ago showing the 10,000 dollars I gave to Fianna Fail and I gave to
7 you.
8 Q. 453 If that document was treated as an acknowledgement of payment by Fianna
9 Fail party for this payment it would have featured in the accounts of the
10 Fianna Fail receipts and it does not do so.
11 A. There was to be no -- there was to be no are the receipt for that amount
12 of money which I told you before, there was to be no acknowledgement that
13 was the condition I took it on, I told you that before.
14 Q. 454 Yes. That is not a matter which is communicated to Mr. Fleming who was
15:16:28 15 keeping the records of Fianna Fail at the time of the recorded donations
16 made to it?
17 A. We have a difference of opinion back to 1994.
18 Q. 455 Very good. Thank you, Mr. Richardson.
19
15:16:42 20 CHAIRMAN: Just in relation to that point, Mr. Richardson, I assume that
21 Fianna Fail would on occasion record the receipt of money without issuing
22 a receipt, possibly because somebody mightn't want a receipt?
23 A. Beg your pardon, Chairman?
24
15:16:56 25 CHAIRMAN: I assume Fianna Fail would on occasion receive funds as
26 fundraising, or a record of monies raised for fundraising and not issue a
27 receipt because possibly a receipt wouldn't be required?
28 A. Sure.
29
15:17:11 30 CHAIRMAN: So our understanding of your evidence on the last occasion and

15:17:15 1 again today is that the purposes of you giving this note to Mr. Fleming
2 about the 10,000 dollars was so as it would be recorded by them in some
3 shape or form without issuing a receipt certainly, but --
4 A. Not particularly, because I got cash I wanted somebody to know I got cash,
15:17:36 5 I have done that on two occasions. I mentioned here last time, the very
6 first fundraiser back in 1993 in Dobbins Restaurant I set you a document
7 on this, Chairman, some time ago, showing the details behind that function
8 that night, we took in 15,400 pound, we paid out 3,800, we'd a profit of
9 11,600 pound. On a raffle that night I took in 1,750 pound cash and I
10 gave this note which I have here to Mr. Fleming stating the record of the
11 night, I am going to keep this cash in my safe because I need it to
12 purchase things as we go along because Fianna Fail had a very unhealthy
13 cashflow an it was very difficult to get cash at the time. So this
14 happened on my very, very first fundraiser and I have a copy it have here.

15:18:32 15
16 CHAIRMAN: But are you surprised that there is no record in Fianna Fail
17 of the 10,000 dollars having been received?

18 A. No but there is because Fianna Fail gave it to you.

19
15:18:40 20 CHAIRMAN: Yes but I am talking about in their books?

21 A. No I am not surprised no, because the condition I got it from Norman
22 Turner was it was not to be receipted.

23
24 CHAIRMAN: Right. Sorry. Mr. O'Callaghan do you want to ask?

15:18:54 25
26 MR. O'CALLAGHAN: No questions.

27
28 CHAIRMAN: Sorry Mr. O'Callaghan do you want to -

29
15:19:00 30 MR. O'CALLAGHAN: No I have no questions for Mr. Richardson, Chairman.

15:19:04 1
2 CHAIRMAN: All right. That concludes your evidence. Thank you very
3 much, Mr. Richardson
4 A. Thank you, Chairman.

15:19:13 5
6 CHAIRMAN: Thank you we are sitting tomorrow at half ten I think.

7
8 MR. O'NEILL: Half past ten yes for Mr. Harry Dobson.

9
15:19:25 10 CHAIRMAN: Thank you.

11
12 **THE TRIBUNAL THEN ADJOURNED TO THE FOLLOWING DAY,**

13 **THURSDAY 22ND MAY 2008 AT 10.30 AM.**

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15:19:34 15

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