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**THE TRIBUNAL RESUMED AS FOLLOWS ON WEDNESDAY,**  
**31ST OCTOBER 2007, AT 9:30 A.M:**

CHAIRMAN: Good morning, Ms. Dillon.

MS. DILLON: Good morning, Sir.

Mr. Dunlop, please.

**MR. DUNLOP, HAVING BEEN SWORN,**

**WAS QUESTIONED BY MS. DILLON AS FOLLOWS:**

09:42:18 1

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3

4 CHAIRMAN: Good morning, Mr. Dunlop

09:42:24 5 A. Good morning everybody.

6

7 Q. 1 MS. DILLON: Good morning, Mr. Dunlop.

8 A. Good morning, Ms. Dillon.

9 Q. 2 Yesterday afternoon we were discussing the invoice of the 20th of July 1992 at

09:42:34 10 7723.

11 A. Yes.

12 Q. 3 And this is an invoice that in fact was paid in November, on the 9th of

13 November 1992, isn't that right?

14 A. Correct.

09:42:44 15 Q. 4 Right. And when it was received by you, notwithstanding that it was invoiced

16 under the heading of Frank Dunlop and Associates, you did not lodge the money

17 when you received it to Frank Dunlop & Associates, isn't that correct?

18 A. Correct.

19 Q. 5 Now, I'm going to deal with how you handled the payment when you received it at

09:43:02 20 November 1992 when we reach that stage, but for the moment I want to go back to

21 the question that I was asking you yesterday. Which is the reference to the

22 words payment on account?

23 A. Yes.

24 Q. 6 And I had asked you yesterday that if this was a payment on account it meant

09:43:17 25 that the agreed sum had to be bigger than 70,000 pounds, isn't that right?

26 A. Correct.

27 Q. 7 And I had asked you then what was the figure that you had agreed?

28 A. Correct.

29 Q. 8 Isn't that right? And overnight now have you reflected, Mr. Dunlop, and do you

09:43:29 30 know now or can you recollect what the figure was that you had agreed with Mr.

09:43:34 1 O'Callaghan?

2 A. Well, no. I've said previously not in any definitive way, but I have said

3 previously that I believe that the agreed figure was 100,000 and that I got

4 70,000 as per this invoice, and I was paid another 25,000 by Mr. O'Callaghan in

09:43:54 5 relation to the stadium. But other than saying to you what I said previously,

6 I think it was in private session, that I believe that it was of the order of

7 100,000, that is the position.

8 Q. 9 And the 25,000 pounds that you referred to, was that a payment that you

9 received in September 1993?

09:44:16 10 A. Correct.

11 Q. 10 Right. And I'll come to deal with that payment in time. But that leaves a

12 shortfall, does it not, Mr. Dunlop, of 5,000 pounds?

13 A. Yes.

14 Q. 11 If that was the agreed remuneration, isn't that right?

09:44:29 15 A. Correct.

16 Q. 12 Right. In July of 1993, Mr. Dunlop, there is a debit to the Irish Nationwide

17 Building Society at 7753. On the 24th of July there is a cheque withdrawal of

18 2,500 pounds, isn't that right?

19 A. Correct.

09:44:51 20 Q. 13 Do you have any explanation for what you did with those funds when they were

21 withdrawn?

22 A. No.

23 Q. 14 They would have been withdrawn by yourself, isn't that right?

24 A. Oh, absolutely, yes.

09:45:01 25 Q. 15 And that can be seen at 7754. This is the withdrawal docket for the sum of

26 2,500 pounds. Is it likely that when you received that cheque that you would

27 have cashed it?

28 A. Yes, in the normal way.

29 Q. 16 You had a meeting on the 24th of July 1992, Mr. Dunlop, with Mr. Liam Lawlor.

09:45:22 30 7711. You will see there on the 24th of July that you have an entry for the

- 09:45:32 1 late Mr. Fintan Gunne and LL, Mr. Liam Lawlor?
- 2 A. Correct.
- 3 Q. 17 And on the previous day you had a lunchtime appointment with Mr. Tom Hand which  
4 appears to have been adjourned to the 24th?
- 09:45:42 5 A. Correct.
- 6 Q. 18 So on the 24th of July 1992 you have a meeting that involves Mr. Liam Lawlor  
7 and later you have a meeting involving the late Mr. Tom Hand, isn't that right?
- 8 A. Correct.
- 9 Q. 19 Now, do either of those assist you as to what you might have done with the  
10 2,500 pounds you withdrew on the 24th of July 1992?
- 11 A. Well, it certainly did not relate to the meeting with Mr. Fintan Gunne and  
12 Mr. Liam Lawlor. It is possible that at the meeting, the postponed meeting of  
13 the 23rd to the 24th with Mr. Tom Hand, lunchtime appointment, that there may  
14 well have been a payment to Mr. Hand, but I cannot definitively say that.
- 09:46:01 15 Q. 20 Right. So the position is that you don't know what you did with that money  
16 other than that you withdrew it and in all likelihood cashed the cheque and you  
17 had that money available to you?
- 18 A. Correct. Could I, Ms. Dillon, could I have a copy of the 1992 diary available  
19 to me for the moment, please?
- 09:46:39 20 Q. 21 Yes.
- 21 A. I think nothing turns on it, Ms. Dillon, you can -- it's just --
- 22 Q. 22 No, we'll get you your diary, Mr. Dunlop, it's all right.
- 23 A. Thanks. Yes, okay.
- 24 Q. 23 On the 31st of July 1992, Mr. Dunlop, there is a reference to a subscription in  
09:47:28 25 the documentation provided to the Tribunal and extracted from your cheque  
26 payments book at 7785. If you go down about seven or eight and two beneath  
27 meet Meath Chronicle you see cheque number 154, 31st of July, Emmet Burke, 1500  
28 pounds?
- 29 A. Yes.
- 09:47:42 30 Q. 24 Now, there is no reference there in relation to that to Quarryvale or matters

09:47:47 1 such as that sort. Do you know who Mr. Emmet Burke was?

2 A. It's, it doesn't strike a chord with me at this remove.

3 Q. 25 If you move --

4 A. This is entered into the book, the accounts of Frank Dunlop & Associates and in

09:48:08 5 the hand of Philip Connolly and it's a cheque. No, it doesn't strike a chord.

6 Q. 26 At 7787. This is a copy of the cheque?

7 A. Yes.

8 Q. 27 The signature is yours, isn't that right, Mr. Dunlop?

9 A. And the writing is mine.

09:48:30 10 Q. 28 Yes.

11 A. The totality of the cheque writing is mine.

12 Q. 29 And the cheque number is 154, you can see that at the bottom?

13 A. Yes.

14 Q. 30 And the cheque is made out to one Emmet Burke, isn't that right?

09:48:41 15 A. Yes.

16 Q. 31 Yes. And the reverse of that cheque at 7788, shows, well, it's not very clear,

17 it appears to have been negotiated through a number of parties, isn't that

18 right?

19 A. Yes, there is a JR Byrne and Sons, I can't read, I don't know what the rest of

09:49:01 20 that is, that seems to be a stamped, a stamp of a company.

21 Q. 32 And. Yes. Now from documentation you've supplied to the Tribunal, Mr. Dunlop,

22 at 7783.

23 A. Yes.

24 Q. 33 This records an attendance with Mr. Anthony Murphy of Quarryvale residents?

09:49:32 25 A. Yes.

26 Q. 34 And the discussion appears to be about an Adventure Club or a Summer Camp and

27 that a 100 youths' on a week's adventure at a cost of 4,000?

28 A. Yes.

29 Q. 35 They had raised 2,500, there was a shortfall of 1500, they had apparently been

09:49:47 30 promised money by the Council and there was difficulty getting it. And there's

09:49:51 1 a note there, checked with LL, TR and JOH, what does that mean?

2 A. Liam Lawlor Therese Ridge and John O'Halloran.

3 Q. 36 What does it mean, the note checked LL, TR and JOH?

4 A. I presume the advisability or otherwise of the sponsorship.

09:50:06 5 Q. 37 Are you saying, Mr. Dunlop, that you would have checked with those three people

6 as to whether or not you would have made the payment.

7 A. Yes.

8 Q. 38 Well, then why didn't you say that?

9 A. Sorry.

09:50:15 10 Q. 39 Why didn't you say that, Mr. Dunlop. If that's what the document means that

11 you would have checked with Mr. Lawlor, Ms. Ridge, and Mr. O'Halloran as to

12 whether you should make the contribution, then why didn't you say that?

13 A. Did I not say that?

14 Q. 40 No, Mr. Dunlop?

09:50:28 15 A. You asked me who LL, TR and JOH were and I said who they were, and you asked me

16 what, whether I checked with them.

17 Q. 41 I will read you back the question, Mr. Dunlop?

18 A. Yes.

19 Q. 42 The question was that was put to you. What does it mean the note checked with

09:50:41 20 LL, TR, JOH?

21 Answer: I presume the advisability or otherwise of the sponsorship?

22 A. Yeah.

23 Q. 43 Does that suggest in that answer that you would have spoken to Mr. Lawlor,

24 Ms. Ridge and Mr. O'Halloran and asked them whether or not you ought to make

09:50:56 25 the contribution or subscription to the Adventure Club?

26 A. Yes.

27 Q. 44 You say that answer that you gave tells the Tribunal that you would have spoken

28 to Mr. Lawlor, Ms. Ridge and Mr. O'Halloran about whether or not the payment

29 should be made?

09:51:10 30 A. Yes.

- 09:51:11 1 Q. 45 All right. Then who is Emmet Burke, whose name is next mentioned there?
- 2 A. That, as I said to you, five minutes ago, the name does not ring a bell. He is
- 3 obviously somebody associated with this particular residents association and
- 4 the writing Emmet Burke and the cheque in his favour, that is in a my
- 09:51:38 5 handwriting, and the amount and the date is in another person's handwriting.
- 6 Q. 46 When you spoke to Mr. Lawlor, Ms. Ridge and Mr. O'Halloran, what was the
- 7 criteria that you discussed with them that should be applied before you would
- 8 make a payment of 1500 pounds to Mr. Burke?
- 9 A. Well, they would obviously have more knowledge in relation to their local
- 09:51:56 10 representation than I would, and whether or not this was appropriate.
- 11 Q. 47 Yes, what were the criteria that you discussed as applicable when you discussed
- 12 this matter with Mr. Lawlor, Ms. Ridge and Mr. O'Halloran?
- 13 A. Would it be appropriate to make a donation to these people.
- 14 Q. 48 And what benefit did you see might accrue to you or anybody for whom you were
- 09:52:23 15 acting in making this payment of 1500 pounds?
- 16 A. Because, however miniscually it would become known that the proposers of the
- 17 Quarryvale project had made a donation or a contribution to the "a worthy
- 18 cause" in the area.
- 19 Q. 49 Do you describe a payment of 1500 Pounds as minutes school, Mr. Dunlop?
- 09:52:51 20 A. No, that's not the way the implication I meant in relation to the miniscule.
- 21 However miniscule it would be perceived by the local community, that a
- 22 contribution had been made notwithstanding the amount of the contribution.
- 23 Q. 50 Yes. The contribution was almost 50 percent of the amount needed to send the
- 24 100 youths on the weeks adventure?
- 09:53:14 25 A. Yes.
- 26 Q. 51 So it was almost 50 percent of what was required overall?
- 27 A. Yes.
- 28 Q. 52 Anybody looking at someone who is making almost a 50 percent donation is hardly
- 29 going to describe it as miniscule, isn't that right, Mr. Dunlop?
- 09:53:25 30 A. Well, they had a shortfall as the note says of 1500.

09:53:28 1 Q. 53 Yes.

2 A. And obviously as I said to you, I checked with the local representatives as to

3 their knowledge of this particular body or this particular enterprise and

4 whether it would be appropriate.

09:53:43 5 Q. 54 Yes. And what you are doing, Mr. Dunlop, is you are making up the entire of

6 the shortfall?

7 A. Yes.

8 Q. 55 So that's not something that would have been regarded as a small donation from

9 the people who were looking for the donation because your payment was going to

09:53:56 10 render possible the entire enterprise, isn't that right?

11 A. From their point of view.

12 Q. 56 From their point of view?

13 A. It was extremely valuable from the wider community's point of view, however

14 miniscally this would be perceived, it would be known that the proposers of

09:54:09 15 the Quarryvale project had made a donation.

16 Q. 57 Yes. Well, it couldn't have been regarded as miniscule by the recipients

17 because you were going to enable the entire project to get under way?

18 A. From their point of view, no.

19 Q. 58 So the only approach, the only people that who might have considered it to be

09:54:25 20 miniscule could only have been on the side of the donors, isn't that right, Mr.

21 Dunlop?

22 A. Oh, yes, that's logical.

23 Q. 59 And was that a donation then or a payment that you made for the benefit of Mr.

24 O'Callaghan?

09:54:36 25 A. Yes.

26 Q. 60 Right. And it was for the benefit of the Quarryvale project?

27 A. Yes.

28 Q. 61 You see, Mr. Dunlop, can I show you 7789. And I want you to look there at the

29 lodgement of 1500 pounds on the 6th of August 1992. Do you see that lodgement

09:54:57 30 of 1500 pounds to your joint account, that is the 006 account with Allied Irish

09:55:02 1 Bank?

2 A. Yes.

3 Q. 62 You see that. And the Tribunal wrote to you looking for information as to the

4 source of that lodgement?

09:55:08 5 A. Yes.

6 Q. 63 And at 7790, seven from the bottom?

7 A. Yes.

8 Q. 64 You see the source of that lodgement of 1500 pounds is identified as an F. D.

9 A, that's Frank Dunlop & Associates, company cheque No. 501154, 15 hundred

09:55:31 10 pounds, do you see that?

11 A. Yes.

12 Q. 65 Now, you have already seen that the cheque No. 501154 was a cheque made out to

13 Mr. Emmet Burke and according to the note that you've provided to the Tribunal

14 was provided to enable these 100 youths make up the shortfall for the 100

09:55:50 15 youths to go on the Summer Camp, isn't that right.

16 A. Correct.

17 Q. 66 Now they are I suggest to you, completely inconsistent positions, isn't that

18 right?

19 A. It would appear so, yes.

09:55:58 20 Q. 67 It's not a question, Mr. Dunlop, with respect, it would appear so. Either you

21 are telling the Tribunal that the source of the 1500 pounds cheque to your

22 account on the 6th of August '92 is cheque No. 501154, or you are telling the

23 Tribunal it was used to make a donation to Emmet Burke by way of a donation to

24 a Summer Camp. It's either one or the other, Mr. Dunlop, but it cannot be

09:56:22 25 both, isn't that right?

26 A. Yes. Well, we have on display the copy of the cheque made out to Emmet Burke

27 in the number 501154 in the amount of 1500 pounds, and the note that you put on

28 the screen giving background documentation as to why it was paid.

29 Q. 68 And when this information was supplied to the Tribunal that's presently on

09:56:42 30 screen indicating the cheque number 501154 was the source of the lodgement of

09:56:47 1 1500 pounds to your account, you had available to you your cheque payments book  
2 showing that cheque No. 501154 was made out to Emmet Burke, isn't that correct?

3 A. Correct.

4 Q. 69 So that in fact the information that you supplied to the Tribunal could not be  
09:57:03 5 correct, isn't that right?

6 A. In relation to the 1500 pounds, yes.

7 Q. 70 Isn't that the position?

8 A. Correct, yes.

9 Q. 71 So that in fact the true position appears to be that the cheque was used to  
09:57:12 10 make a donation or a payment on behalf of Mr. O'Callaghan to a Summer Camp,  
11 isn't that correct?

12 A. Correct.

13 Q. 72 Now, did you take any steps to certain that the information that you were  
14 providing to the Tribunal when you wrongly told them that the source of your  
09:57:29 15 cheque to your bank account was 1500 pounds. What steps did you take to ensure  
16 that that information was correct?

17 A. That I can't tell you other than in the wide trawl that we did in relation to  
18 answering Tribunal questions, I can only say to you that we wrongly identified  
19 that particular cheque.

09:57:46 20 Q. 73 Yes, but how could that have happened is what I'm asking you, Mr. Dunlop,  
21 because your cheque payments book which you had available to you clearly showed  
22 that the cheque was a cheque made out to Emmet Burke, isn't that right?

23 A. Correct.

24 Q. 74 Now, what I want you to explain to the Tribunal is how it was when you were in  
09:58:05 25 possession of all of the documentation that would have supplied you with the  
26 correct information that you wrongly told the Tribunal that the source of the  
27 lodgement was the particular cheque?

28 A. That I cannot explain to you.

29 Q. 75 Yes. You keep referring to we, Mr. Dunlop. We did this, and we carried out  
09:58:22 30 this examination. Who is the we?

09:58:24 1 A. Well, maybe it's the wrong pronoun, person pronoun. What I mean is I, I did.

2 Q. 76 Yes.

3 A. I did quite a significant amount of the work and I asked for assistance from a

4 variety of institutions including the banks, my auditors and my solicitors.

09:58:44 5 Q. 77 You're not suggesting, Mr. Dunlop, that your auditors or your solicitors would

6 have known who Emmet Burke was?

7 A. Oh, absolutely not.

8 Q. 78 And you're not suggesting that they would have understood without explanation

9 from you the significance of the handwritten note you have made at 7783.

09:59:01 10 A. No, absolutely not.

11 Q. 79 Right. And in fact the only people who made the connection as to the true

12 destination for the 1500 pounds cheque was the Tribunal by its analysis of your

13 documentation, isn't that right?

14 A. Correct, the documentation I supplied.

09:59:16 15 Q. 80 The documentation you had available to you, Mr. Dunlop, with respect, when you

16 provide the wrong information to the Tribunal, isn't that right?

17 A. Correct.

18 Q. 81 If I can go back to this document, Mr. Dunlop, and ask you, you don't appear to

19 have checked whether or not you should make the payment with Mr. Colm McGrath.

09:59:32 20 Was he not a local politician also?

21 A. Yes, he was.

22 Q. 82 And why would you've elected not to go to Mr. McGrath?

23 A. That I cannot say why in those particular circumstances. It may well be that

24 the particular, the particular residents association wasn't in his immediate

09:59:54 25 bailiwick or I just didn't think it appropriate. But I mean, certainly, it

26 would appear from the document that I've supplied in my handwriting that he

27 wasn't consulted or it wasn't checked with him.

28 Q. 83 And is this again the sort of donation or payment that you would have made that

29 you would have sought to recoup from Mr. O'Callaghan?

10:00:13 30 A. Yes.

- 10:00:14 1 Q. 84 And does it follow from that then that in line with the evidence that you have  
2 previously given to the Tribunal that before you made this payment you would  
3 have cleared with Mr. O'Callaghan that he was going to approve of the payment,  
4 is that right?
- 10:00:26 5 A. Correct, I would either have discussed it in advance with him or told him that  
6 I thought it appropriate that it should be done.
- 7 Q. 85 You don't appear to have noted on this document that you needed the approval of  
8 Mr. O'Callaghan. What you have noted in relation to him OOC, sponsorship  
9 question mark, isn't that right?
- 10:00:45 10 A. Yes.
- 11 Q. 86 The people who in fact you checked with or discussed it with are Mr. Liam  
12 Lawlor, Ms. Therese Ridge and Mr. O'Halloran?
- 13 A. Yes.
- 14 Q. 87 But you still say notwithstanding the absence of such note or document that  
10:00:54 15 you would have in fact have discussed it with Mr. O'Callaghan and received his  
16 approval to make the payment?
- 17 A. Yes, either on the basis of asking him whether he thought it was appropriate or  
18 my recommending to him that I thought that it was appropriate.
- 19 Q. 88 If I can ask you now, Mr. Dunlop, about the payment to, that you made in  
10:01:18 20 September 1992 to Mr. Sean Gilbride?
- 21 A. Uh-huh.
- 22 Q. 89 And I indicated to you yesterday that today I would come back to deal in  
23 somewhat more detail with that payment. Now, I think first and foremost can  
24 you tell the Tribunal when you believe that Mr. Gilbride made contact with you?
- 10:01:41 25 A. In relation to this payment? In relation to this specific payment that we're  
26 talking about in September of 1992.
- 27 Q. 90 There is, as far as I understand the information you've provided to the  
28 Tribunal.
- 29 A. Yes.
- 10:01:59 30 Q. 91 Mr. Dunlop, one payment you say you made?

- 10:02:02 1 A. Correct.
- 2 Q. 92 To Mr. Gilbride in September 1992. So there have been, yes, that is the only  
3 payment I'm talking about?
- 4 A. Well, I think you put on screen yesterday a copy of Mr. Gilbride's handwritten  
10:02:17 5 letter to me. I think that was dated the 18th of September 1992, if my memory  
6 serves me right. And Mr. Gilbride would have contacted me in the days  
7 immediately before that in relation to a payment that he felt he was due from  
8 Mr. O'Callaghan and hadn't got, and that he couldn't get hold of Mr.  
9 O'Callaghan and that's why he was ringing me.
- 10:02:37 10 Q. 93 The document you are referring to is the document at 8062. Now, the entry for  
11 the date may be the 18th or indeed the 28th, it isn't clear on the date of the  
12 document. That's the document you are referring to, isn't that right?
- 13 A. Correct.
- 14 Q. 94 Now, what I want you to explain to the Tribunal are the conversation you had  
10:03:05 15 with Mr. Gilbride that led to him sending you that document?
- 16 A. Yes. Mr. Gilbride made contact with me in my office prefacing it by saying  
17 that he couldn't get hold of Owen O'Callaghan and that he hadn't got his cheque  
18 and I, after answering the question in relation to where Owen O'Callaghan was  
19 to the effect that I didn't, I wasn't quite sure if he wasn't in his office in  
10:03:30 20 Cork I didn't know where he was because he wasn't with me. But as to the  
21 cheque, I asked him what he meant by not receiving his cheque and he explained  
22 to me then that Mr. O'Callaghan had undertaken to pay Mr. Gilbride the  
23 equivalent of what his salary would be plus his pension contributions on a  
24 monthly basis for a defined period. I've always taken it to be a year, he took  
10:04:07 25 a year off because he had already, I already knew that Mr. Gilbride had taken a  
26 leave of absence for a year which I attested to again yesterday. And I said  
27 that I would see what I could do and contact Owen O'Callaghan and talk to him  
28 about it and deal with the matter.
- 29 Q. 95 And did you contact Mr. O'Callaghan?
- 10:04:29 30 A. Yes, I did.

- 10:04:31 1 Q. 96 And what did Mr. O'Callaghan tell you?
- 2 A. Mr. O'Callaghan confirmed to me that he had an arrangement with Mr. Gilbride  
3 that if Mr. Gilbride took a year's leave of absence. Sorry, a leave of absence  
4 for a defined period, that Mr. O'Callaghan would pay him the equivalent of his  
10:04:51 5 salary plus whatever other contributions that Mr. Gilbride was making to either  
6 his pension fund or whatever in view of the amount of time and effort that Mr.  
7 Gilbride was devoting to the Quarryvale project.
- 8 Q. 97 Are you saying that what Mr. O'Callaghan told you he was paying to Mr. Gilbride  
9 was a sum in recognition of the endeavours Mr. Gilbride had made on behalf of  
10:05:20 10 Quarryvale. Is that what Mr. O'Callaghan was telling you or did Mr.  
11 O'Callaghan tell you that he was making a political contribution to Mr.  
12 Gilbride albeit spaced out?
- 13 A. No, no. No, no, no, no, the context was quite clear that following on the  
14 contact by Mr. Gilbride in relation to him not receiving his cheque, when I  
10:05:42 15 queried Mr. Gilbride as to the provenance of this remark, what this meant, I  
16 was told by Mr. Gilbride. I undertook to contact Mr. O'Callaghan, I told Mr.  
17 O'Callaghan what had happened. Mr. O'Callaghan said that's right, I am doing X  
18 with Sean Gilbride.
- 19 Q. 98 Well, no, no, no, Mr. Dunlop. I am doing X doesn't make any sense. What did  
10:06:10 20 Mr. O'Callaghan tell you he was doing with Mr. Gilbride?
- 21 A. Well, I thought I had said that earlier but I'll repeat it. "I am giving the  
22 equivalent of Sean Gilbride's salary plus other contributions to him on a  
23 monthly basis in view of the fact that he has taken leave of absence and of the  
24 amount of work that he is doing in relation to the Quarryvale project."
- 10:06:34 25 Q. 99 And Mr. O'Callaghan in his statement to the Tribunal, in his initial statement  
26 to the Tribunal, identifies certain political payments that he had made at  
27 3121. And on this document you will see at page 3121 that Mr. O'Callaghan has  
28 identified political contributions to Mr. Sean Gilbride, isn't that right?
- 29 A. Yes.
- 10:07:06 30 Q. 100 And in a later statement provided by Mr. O'Callaghan in relation to this matter

10:07:12 1 at 3152, at paragraph six. Mr. O'Callaghan says that between September '92 and  
2 April '93 he made a number of contributions to Councillor Sean Gilbride  
3 totalling 15,500 pounds. Councillor Gilbride requested the support as he was  
4 running for the General Election in November 1992. Councillor Gilbride  
10:07:35 5 informed me he was making a very serious effort to get elected either to the  
6 Dail or failing that to the Seanad, so much that he told me that he was taking  
7 six months unpaid leave from his teaching job to try and accomplish this. It  
8 was in these circumstances that he asked me for support, in view of the support  
9 which Councillor Gilbride had given to me and prior to that Tom Gilmartin I  
10:07:56 10 agreed to support him.

11  
12 Does that accord with what Mr. O'Callaghan told you in the telephone  
13 conversation that you had with him in September 1992?

14 A. I do not recall any conversation with Mr. O'Callaghan in relation to Sean  
10:08:08 15 Gilbride seeking political contributions for a General Election or Senate  
16 Election. It is true that at some stage and subject to correction, that Sean  
17 Gilbride did either contemplate running for either the Dail or the Senate and  
18 did actually run for the Dail or the Senate, I cannot absolutely be certain  
19 which was the case, but certainly there was some discussion at some stage  
10:08:38 20 whether or not he would become a candidate. But to revert to the essence of  
21 the question. I do not recall any reference whatsoever by Mr. O'Callaghan to a  
22 political contribution in relation to a demand or a request from Sean Gilbride  
23 in the context of him becoming a candidate.

24 Q. 101 And Mr. Gilbride will tell the Tribunal that at 2155, that he took, in the  
10:09:13 25 second paragraph there, that he took the academic year '92 to '93 off on a  
26 leave of absence as he wished to spend the year devoting himself to politics.  
27 Owen O'Callaghan gave him political donations that year and then he goes on to  
28 deal with other matters.

29  
10:09:29 30 Now, your recollection of your conversation with Mr. O'Callaghan was that Mr.

10:09:34 1 O'Callaghan was making, giving support to Mr. Gilbride in recognition of the  
2 assistance, or in partial recognition of the assistance, that Mr. Gilbride had  
3 rendered in relation to Quarryvale, is that right?

4 A. Was rendering.

10:09:49 5 Q. 102 Was rendering in relation to Quarryvale?

6 A. Yes.

7 Q. 103 Mr. Dunlop, I want to ask you now about something that you said in your  
8 statement at 1755. In the last paragraph of this statement, which is your  
9 first statement to the Tribunal in relation to Quarryvale you state "I  
10 subsequently discovered by accident that Mr. Gilbride was in receipt of  
11 payments from Mr. Owen O'Callaghan directly. In or about September 1992 Mr.  
12 Gilbride telephoned me at my office and said that his cheque had not arrived.  
13 On inquiring as to the nature of this cheque he told me he was due a cheque for  
14 1,750 from Owen O'Callaghan whom he could not contact, appendix 1. I had not  
15 been aware of any such arrangement. I succeed in making contact with Mr.  
16 O'Callaghan and he confirmed that a cheque for 1,750 pounds was due to Mr.  
17 Gilbride. He outlined the arrangement involved. Mr. Gilbride had taken leave  
18 of absence from his teaching job and was acting in a consultancy capacity to  
19 the Quarryvale project".

10:10:43 20  
21 Now, you have not yet today told the Tribunal that Mr. O'Callaghan told you  
22 that Mr. Gilbride was acting in a consultancy capacity to the Quarryvale  
23 project, isn't that right?

24 A. Well, I certainly haven't used the words consultancy capacity. But what I have  
10:10:59 25 said in the totality of the genesis of this arrangement was that Mr. Gilbride  
26 took leave of absence from his post as a teacher to devote his attention to the  
27 Quarryvale project. And that he had entered into privately, unknowns to me, an  
28 arrangement with Mr. O'Callaghan that Mr. O'Callaghan would defray, not defray,  
29 would recompense him in the context of the amounts of money he would be due if  
10:11:26 30 he remained teaching, on the basis that he was devoting his time to the

- 10:11:32 1 Quarryvale project.
- 2 Q. 104 Was it your --
- 3 A. Now, I haven't used the phrase this morning consultancy capacity. But to all
- 4 intents and purposes, that is the role that Mr. Gilbride played.
- 10:11:42 5 Q. 105 I had asked you yesterday, when we were discussing the document of the 17th of
- 6 June 1992 whether you were aware of any separate arrangement entered into with
- 7 any councillors, isn't that right?
- 8 A. Yes.
- 9 Q. 106 Right. And you say that at that stage you were not aware of any such
- 10:11:58 10 arrangement with Mr. Gilbride, isn't that right?
- 11 A. Until I got the telephone call from Mr. Gilbride I was not so aware.
- 12 Q. 107 But in September 1992 you did become aware?
- 13 A. Yes, I did.
- 14 Q. 108 That in fact what had happened is that Mr. Gilbride was now acting as a paid
- 10:12:15 15 consultant in relation to the Quarryvale project, if your evidence is correct,
- 16 Mr. Dunlop?
- 17 A. To all intents and purposes that is the only conclusion that one could come to.
- 18 Q. 109 No, no, no, no it's not a matter of conclusion, Mr. Dunlop, it's a matter of
- 19 what you discussed with Mr. O'Callaghan or what you say you were told by Mr.
- 10:12:35 20 O'Callaghan, because what you say at 1755 is quite specific. You say he,
- 21 that's Mr. O'Callaghan, outlined the arrangement involved. Mr. Gilbride had
- 22 taken leave of absence from his teaching job and was acting in a consultancy
- 23 capacity to the Quarryvale project. Is the Tribunal to understand from what
- 24 you've said in your statement that Mr. Owen O'Callaghan told you that Mr.
- 10:12:57 25 Gilbride had taken leave of absence from his teaching job and was acting as a
- 26 consultant to the Quarryvale project?
- 27 A. Yes.
- 28 Q. 110 It's not a question, Mr. Dunlop, of what you understood. It's a question of
- 29 what you were told by Mr. O'Callaghan, isn't that right?
- 10:13:10 30 A. Yes. Well, let's deal with the normal usage of English language. I have

10:13:17 1 outlined to you in as much detail as I possibly can both in my narrative  
2 statement and now, including yesterday and now, how one, I became aware of this  
3 particular arrangement. Two, how in giving effect to Mr. Gilbride getting his  
4 cheque I contacted Mr. O'Callaghan. Three, in the conversation I had with Mr.  
10:13:43 5 O'Callaghan, Mr. O'Callaghan confirmed that there was an arrangement between  
6 himself and Mr. Gilbride in relation to the monthly payment of the amount  
7 specified. And four, that that was as a result of a private arrangement  
8 between Mr. O'Callaghan and Mr. Gilbride by Mr. Gilbride taking leave of  
9 absence from his job to devote his attention to the Quarryvale project.

10:14:08 10 Q. 111 Yes.

11

12 CHAIRMAN: Sorry, Mr. ...

13 A. Now, I don't think anything could be clearer.

14

10:14:13 15 CHAIRMAN: Well, it's not clear, Mr. Dunlop, because it would appear that Mr.  
16 O'Callaghan, he has told the Tribunal that Mr. Gilbride took leave of absence  
17 and was provided with political contributions by him so that Mr. Gilbride could  
18 devote himself full-time to running for election. That's a little different.

19 Well, it's not a little, it's significantly different to you telling the

10:14:49 20 Tribunal that you were told by Mr. O'Callaghan that he was being retained, Mr.  
21 Gilbride was being retained, by Mr. O'Callaghan as a consultant relating to the  
22 Quarryvale project. They are significantly different and really what we want  
23 to find out from you is what were you told? Your statement here suggests that  
24 Mr. O'Callaghan told you that he was employing Mr. Gilbride as a consultant.

10:15:17 25 Now, is that what you were told or is it that you simply assumed from what he  
26 told you that this was the capacity in which Mr. Gilbride was being engaged?

27 A. Right. There is common cause between Mr. O'Callaghan and myself in relation to  
28 one, an arrangement with Mr. Gilbride. Two, in this specified amount to be  
29 paid to him monthly. I cannot account for what Mr. O'Callaghan has said in any  
10:15:47 30 statement. I am telling this Tribunal and you, Mr. Chairman, that as I recall

10:15:52 1 matters, Mr. O'Callaghan told me that he had entered into an arrangement with  
2 Mr. Gilbride, who had taken leave of absence, to devote his attention full-time  
3 to the Quarryvale project. There was no discussion, as I recall matters,  
4 between Mr. O'Callaghan and myself as to any possibility of Mr. Gilbride  
10:16:12 5 running for election, or Mr. O'Callaghan making political contributions to Mr.  
6 Gilbride in the event that he ever ran for election.

7  
8 CHAIRMAN: But the term "consultant or consultancy capacity" is the  
9 phraseology you used to describe the basis on which Mr. Gilbride was being paid  
10:16:35 10 by Mr. O'Callaghan based on what Mr. O'Callaghan told you?

11 A. Correct.

12  
13 MS. DILLON: So just to be clear on that, Mr. Dunlop. Did Mr. O'Callaghan  
14 tell you that Mr. Gilbride had taken leave of absence and was being paid by him  
10:16:52 15 as a consultant to the Quarryvale project?

16 A. Mr. O'Callaghan told me that he had entered into a private arrangement with Mr.  
17 Gilbride. Mr. Gilbride would take leave of absence and devote his time,  
18 full-time, to the Quarryvale project.

19 Q. 112 And it is based on that information that you say in your statement that you  
10:17:08 20 were told by Mr. O'Callaghan that Mr. Gilbride was acting in a consultancy  
21 capacity to the Quarryvale project.

22 A. He certainly wasn't acting in a consultancy project to any other project.

23 Q. 113 That's not the question. I said, based on the information that Mr. O'Callaghan  
24 gave you in your conversation that you state in your statement that Mr.  
10:17:25 25 Gilbride was acting in a consultancy capacity to the Quarryvale project and you  
26 were so told by Mr. O'Callaghan?

27 A. The answer is, yes.

28 Q. 114 And in your second statement to the Tribunal in relation to this matter at  
29 1913. Again dealing with the same telephone conversation with Mr. Gilbride and  
10:17:43 30 the relevant portion is on the following page at 1914. Sorry. We should start

10:17:47 1 at the bottom of 1913.

2

3 CHAIRMAN: Sorry, Ms. Dillon. I think the matter is a little bit confused

4 again. My understanding, you have just said to Mr. Dunlop --

10:17:58 5 A. Oh, dear oh, dear oh, dear.

6

7 CHAIRMAN: In your conversation, you state in your statement Mr. Gilmartin was

8 acting in a consultancy capacity for the project and you were told, you were so

9 told by Mr. O'Callaghan. Now, my understanding is that Mr. Dunlop was not

10:18:17 10 told, that he was given information based on that information it appeared to

11 him that Mr. O'Callaghan was retaining Mr. Gilbride on a consultancy basis.

12 It's just the term, as I understand Mr. Dunlop's evidence. Mr. O'Callaghan did

13 not use the term consultant. Now, I don't know whether that's correct --

14 A. Well, Mr. Chairman, allow me to pause to compose my thoughts.

10:18:48 15 Q. 115 Well, while you are pausing, Mr. Dunlop, can I just correct the transcript,

16 Sir, you said at the beginning, you state in your statement Mr. Gilmartin was

17 acting in a consultancy capacity and I would just like to amend the transcript.

18 That should be in fact Mr. Gilbride.

19

10:19:02 20 CHAIRMAN: Now, that might have given you sufficient time, Mr. Dunlop.

21 A. I do spend a considerable amount of time epistemologically defining what

22 knowledge is. I have repeatedly said, Mr. Chairman, I have repeatedly said to

23 you and to Ms. Dillon how this event occurred. I cannot categorically,

24 specifically, unequivocally, ineluctably, tell you or anybody else that Mr.

10:19:37 25 O'Callaghan used the phrase consultancy capacity. What I can tell you is that

26 Mr. O'Callaghan confirmed to me in a telephone conversation that he had a

27 private arrangement with Mr. Gilbride in which he would pay him this amount of

28 money on a monthly basis because Mr. Gilbride was taking leave of absence from

29 his professional career to devote his full-time to the Quarryvale project.

10:20:04 30 Now, we can argue until the cows come home or the moon is made of blue cheese.

10:20:09 1  
2 CHAIRMAN: All right. Well, that position is clear. That's your evidence  
3 so --  
4

10:20:13 5 MS. DILLON: At 1913, Mr. Dunlop. In your second statement in relation to  
6 this matter at the bottom of the page that's on screen, and this is following  
7 your initial telephone contact with Mr. Gilbride. You said "I succeeded in  
8 making contact with Mr. O'Callaghan. He confirmed that a cheque for 1,750  
9 pounds was due to Mr. Gilbride and he outlined the arrangements involved. Mr.  
10 Gilbride had taken leave of absence and was acting in a consultancy capacity to  
11 the Quarryvale project. This entailed a payment of 1,750 pounds per month  
12 which apparently approximated to the money Mr. Gilbride would have been paid if  
13 he had remained in his teaching post. He, that's Mr. O'Callaghan, did not give  
14 me any details as to what consultancy services Mr. Gilbride was providing and I  
15 did not inquire. Mr. O'Callaghan asked me to make at the payment due to Mr.  
16 Gilbride and I did so on foot of the provision of a handwritten note from  
17 Councillor Gilbride dated 18th of September 1992. I subsequent recouped this  
18 amount by way of an invoice issued by my company Frank Dunlop & Associates".  
19

10:21:15 20 That is your second statement in relation to the matter.  
21 A. Correct.  
22 Q. 116 And it contains the additional information that Mr. O'Callaghan didn't give you  
23 any details as to what consultancy services Mr. Gilbride was providing and that  
24 you didn't inquire from Mr. O'Callaghan as to what services Mr. Gilbride was  
10:21:30 25 providing?  
26 A. Correct.  
27 Q. 117 Now, I want to ask you about that aspect of the conversation that you had with  
28 Mr. O'Callaghan because you were the person who was coordinating the rezoning  
29 for Mr. O'Callaghan, isn't that right?  
10:21:43 30 A. That is correct, yes.

- 10:21:45 1 Q. 118 That was your function?
- 2 A. Yes.
- 3 Q. 119 You weren't aware of the fact that at this stage Mr. O'Callaghan had entered  
4 into a side arrangement with Councillor Gilbride, isn't that right?
- 10:21:53 5 A. No.
- 6 Q. 120 Did it ever become common knowledge, Mr. Dunlop, in the course of the rezoning  
7 of the Quarryvale matter leading up to the ultimate vote in November of 1993  
8 that Councillor Sean Gilbride was being paid any monies for any purposes by the  
9 promoters of Quarryvale?
- 10:22:11 10 A. You have used the phrase did it become common knowledge. I think it would be  
11 correct for me to say that there were occasions when a number of people did  
12 elude to the fact that Mr. Gilbride seemed to be devoting a considerable amount  
13 of time and effort to the Quarryvale project, and that he had taken leave of  
14 absence from his job. Without making any connection about how he was doing  
10:22:37 15 this, why he was doing it or whether there was an an arrangement with anybody  
16 to do it.
- 17 Q. 121 Yes. I'm going to ask you the question again, Mr. Dunlop. Did it become  
18 common knowledge that there was any financial arrangement between Mr. Gilbride  
19 and the promoters of the Quarryvale project prior to the final vote in  
10:22:53 20 Quarryvale in November 1993?
- 21 A. Yes, it was common knowledge that Mr. Gilbride had taken leave of absence and  
22 was devoting all, his full-time efforts to the Quarryvale project.
- 23 Q. 122 I didn't ask you that question, Mr. Dunlop. I'll ask you the question now for  
24 the third time. Did it become common knowledge that there was a financial  
10:23:09 25 arrangement between Mr. Gilbride and the promoters of the Quarryvale project  
26 prior to the final vote on Quarryvale in November 1993, and I would just like  
27 it emphasise with you the two words "financial arrangement?"
- 28 A. Yes. I cannot say that it became common knowledge.
- 29 Q. 123 Right. Did anyone ever approach you and ask you whether in fact Mr. Gilbride  
10:23:30 30 was being paid any monies by you or by Mr. O'Callaghan?

- 10:23:36 1 A. In relation to paying him monies, no.
- 2 Q. 124 You did become aware, I think, if your earlier answers are correct, that it was  
3 a matter of comment that Mr. Gilbride was no longer working as a teacher?
- 4 A. Correct.
- 10:23:48 5 Q. 125 And that he appeared to be working in relation to the Quarryvale project?
- 6 A. That is correct.
- 7 Q. 126 Who are the people who commented on that to you?
- 8 A. Well, Colm McGrath commented on it, Liam Lawlor commented on it, Therese Ridge  
9 commented on it, I would say that sort of people in, who were immediately  
10 involved or knew about the Quarryvale project, they were the type of people who  
11 mentioned it.
- 12 Q. 127 Did Mr. Lawlor or Mr. Gilbride or Ms. Ridge ever ask you whether in fact Mr.  
13 Gilbride was being paid any money either by you or by, sorry, Mr. Lawlor or  
14 Mr. McGrath or Ms. Ridge ever inquire of you whether any monies were being paid  
15 to Mr. Gilbride?
- 10:24:32 16 A. No.
- 17 Q. 128 So that in fact what was commonly known in relation to Mr. Gilbride in the lead  
18 up to the final vote on Quarryvale in November 1993 in the confirming vote in  
19 December 1993, was that Mr. Gilbride had taken leave of absence and was working  
20 for the Quarryvale project?
- 10:24:49 21 A. Correct.
- 22 Q. 129 Is that right?
- 23 A. Yes.
- 24 Q. 130 But there was no suggestion or general knowledge, if I understand you, Mr.  
25 Dunlop, nor anyone query you as to whether in fact Mr. Gilbride was in receipt  
26 of any payments from the Quarryvale promoters, is that correct?
- 27 A. Correct.
- 28 Q. 131 Now, in your conversation with Mr. O'Callaghan when you discover for the first  
29 time or have it confirmed to you that he has entered into a separate  
30 arrangement with Mr. Gilbride. Did you at that stage when you became aware

10:25:14 1 that Mr. O'Callaghan was paying Mr. Gilbride disclose to him that you yourself  
2 had paid 12,000 pounds to Mr. Gilbride in May of 1991?

3 A. No.

4 Q. 132 Why not, Mr. Dunlop?

10:25:25 5 A. Well, I didn't consider it appropriate. Mr. O'Callaghan had entered into an  
6 arrangement with Mr. Gilbride without my knowledge, I'm not suggesting by that  
7 that I should have been made aware. That's not my suggestion. But that he had  
8 entered into a private arrangement with Mr. Gilbride. This is 1992. I gave  
9 the money to Sean Gilbride in 1991 in the context of the first Quarryvale vote,  
10:25:53 10 under the guise of the Local Elections.

11 Q. 133 Yes.

12 A. But I did not raise the issue and I did not refer to the issue with Mr.  
13 O'Callaghan.

14 Q. 134 The evidence you've given to the Tribunal in relation to the payment to Mr.  
10:26:07 15 Gilbride was, it was a large payment of 12,000 pounds that you paid him in cash  
16 at his request for his support and his ongoing support for Quarryvale, isn't  
17 that correct?

18 A. That's correct.

19 Q. 135 And now you now discover in September 1992 that Mr. O'Callaghan who has  
10:26:23 20 retained you in relation to Quarryvale has entered into a separate arrangement  
21 with Mr. Gilbride?

22 A. Correct.

23 Q. 136 And Mr. Gilbride's efforts are being devoted to the same endeavour that you had  
24 paid him for in May of 1991, to secure the rezoning of Quarryvale, isn't that  
10:26:38 25 right?

26 A. Correct.

27 Q. 137 So now you discover in effect that Mr. Gilbride is being paid on the double,  
28 isn't that right?

29 A. Well, he is certainly being paid the amount of money that he would have been  
10:26:49 30 paid had he remained in his teaching post, yes, and to all intents and purposes

- 10:27:04 1 he is being paid.
- 2 Q. 138 Yes, I'm not making myself clear, Mr. Dunlop, and you didn't understand the  
3 question. When I suggest to you that you find out in September 1992 that Mr.  
4 Gilbride is being paid on the double. What I am saying to you is, that you  
10:27:06 5 have paid him 12,000 pounds in May of 1991 to assist in securing the rezoning  
6 of Quarryvale, isn't that the position?  
7 A. Correct, yes.
- 8 Q. 139 You now find out in September 1992 that your employer Mr. O'Callaghan has  
9 engaged in a financial arrangement with Mr. Gilbride which has as its object  
10:27:22 10 the same object, the securing of the rezoning of Quarryvale, isn't that right?  
11 A. Correct, yes.
- 12 Q. 140 And it is in that context that you have paid for something and now you discover  
13 that your employer is making a payment or payments to Mr. Gilbride which you  
14 understand to be connected with work he is doing for Quarryvale, and yet you  
10:27:40 15 don't say to Mr. O'Callaghan, look, I have paid this man already, is that your  
16 evidence?  
17 A. That is correct.
- 18 Q. 141 And why wouldn't you have done that, Mr. Dunlop?
- 19 A. Well, I cannot specifically tell you why I wouldn't have do it at this remove.  
10:27:55 20 But certainly the payment that I made to Mr. Gilbride in 1991 related to May  
21 1991. We're now in what, late 1992 when I discover by accident on foot of a  
22 telephone conversation from Sean Gilbride that Mr. O'Callaghan has entered into  
23 this arrangement. I know it's probably discoverable from the payments but I  
24 don't know when Mr. O'Callaghan has entered into this arrangement with Mr.  
10:28:25 25 Gilbride. It could have been the week before, it could have been two months  
26 previous, but that's all I knew. I didn't raise the issue with Mr. O'Callaghan  
27 other than fulfilling Mr. O'Callaghan's wishes to pay Mr. Gilbride, which I did  
28 on that occasion.
- 29 Q. 142 And it was your understanding when you discuss it with Mr. O'Callaghan that Mr.  
10:28:42 30 Gilbride has taken leave of absence to work on the Quarryvale project?

10:28:47 1 A. Yes.

2 Q. 143 Right. But you yourself know because you've paid him, you've told the

3 Tribunal, 12,000 pounds in May of 1991 for his ongoing support for Quarryvale,

4 isn't that right?

10:28:56 5 A. Correct, yes.

6 Q. 144 And Mr. Gilbride is not somebody to whom you make a second payment in 1992,

7 isn't that right?

8 A. Correct.

9 Q. 145 And I will be corrected if I'm wrong from the transcript, but my understanding

10 of your evidence was that you were paying Mr. Gilbride the 12,000 pounds for

11 his continued support for Quarryvale?

12 A. Correct, yes.

13 Q. 146 Isn't that right?

14 A. I said that in my statement and in my evidence.

10:29:17 15 Q. 147 Yes. So to suggest that you were only paying Mr. Gilbride for his vote in May

16 of 1991 would be incorrect, isn't that right, Mr. Dunlop?

17 A. Well, I paid him in relation to the 1991 vote in the circumstances that I

18 outlined to you and in the comments that Mr. Gilbride made to me, both leading

19 up to the payment and at the time of the payment at his home in Skerries and

10:29:42 20 that was over and done with as far as I was concerned.

21 Q. 148 Yes. But your payment to Mr. Gilbride was not in connection only with the vote

22 in May of '91, isn't that right?

23 A. Well, it was for his commitment, ongoing commitment, to the Quarryvale project.

24 Q. 149 Yes. And that would continue, I suggest to you, Mr. Dunlop, until the

10:30:00 25 Quarryvale project was concluded successfully or unsuccessfully, isn't that

26 right?

27 A. Yes. Let me put it another way in answer to the question rhetorically, it was

28 unlikely that Mr. Gilbride was going to change his mind and do anything

29 contrary to the rezoning of the Quarryvale project on foot of the payment that

10:30:16 30 I had made to him in 1991.

- 10:30:20 1 Q. 150 But you have paid him for his ongoing support for Quarryvale, isn't that right?
- 2 A. Correct.
- 3 Q. 151 And you have made what you have described as improper payments to him. It's an
- 4 improper payment to Mr. Gilbride.
- 10:30:31 5 A. Yes.
- 6 Q. 152 You discover then in September 1992 that your employer with whom you have not
- 7 discussed this matter has agreed to fund Mr. Gilbride's leave of absence and
- 8 that he is going to work towards securing the Quarryvale rezoning, isn't that
- 9 right?
- 10:30:47 10 A. That is correct, yes.
- 11 Q. 153 So you have an ideal opportunity to discuss the question of payments with Mr.
- 12 O'Callaghan, isn't that light?
- 13 A. Well, it may, in retrospect appear to people that it was an ideal opportunity.
- 14 I did not discuss it with Mr. O'Callaghan.
- 10:31:02 15 Q. 154 Why was that, Mr. Dunlop?
- 16 A. Well, I think I said to you five minutes ago I cannot specifically say to you
- 17 why it wasn't. The circumstances of the conversation with Mr. O'Callaghan
- 18 related to him asking me to fulfil an obligation that he had entered into with
- 19 Mr. Gilbride which I undertook to do. That was Mr. O'Callaghan's wish. Mr.
- 10:31:27 20 O'Callaghan was the boss.
- 21 Q. 155 Yes. But why didn't you inform your boss of the fact that you had already
- 22 secured everything that Mr. Gilbride could give the project because you'd paid
- 23 him 12,000 pounds in May of 1991?
- 24 A. Well, I wasn't privy to what discussions that took place between Mr.
- 10:31:44 25 O'Callaghan and Mr. Gilbride as to what Mr. Gilbride required or needed
- 26 financially to devote his full attentions to the Quarryvale project. The
- 27 essence of the conversation related to a payment that Mr. Gilbride was seeking
- 28 on foot of the arrangement arrived at between himself and Mr. O'Callaghan. I
- 29 didn't raise the issue of any previous payments to Mr. Gilbride.
- 10:32:09 30 Q. 156 Can you just explain the circumstances to the Tribunal in which Mr. Gilbride

- 10:32:13 1 sent in the letter dated either the 18th or the 28th of September '92?
- 2 A. How do you mean sent it in? Sorry, I beg your pardon. How the letter arrived
- 3 in my office?
- 4 Q. 157 Not physically, Mr. Dunlop. How it was that Mr. Gilbride came to write you the
- 10:32:32 5 letter?
- 6 A. I think I probably asked him to make, write me a note about the matter.
- 7 Q. 158 Why?
- 8 A. In retrospect I can't say why. I probably thought it better that if he did, if
- 9 he had, if he had this arrangement with Mr. O'Callaghan and he was asking
- 10:33:02 10 looking for a cheque, I just asked him to put a note about it to me. Now, I
- 11 cannot say specifically that I asked him to do it or that on his initiative he
- 12 did it. But obviously he wrote the letter.
- 13 Q. 159 At 8062 is the letter. Now, just looking at the letter which is dated either
- 14 the 18th or the 28th and more probably the 28th of September '92 "Dear Frank,
- 10:33:31 15 the figure I mentioned to you 1750 a month" so the letter comes after your
- 16 telephone or your conversation with Mr. Gilbride, isn't that right?
- 17 A. Correct.
- 18 Q. 160 Right. It's made up of 1500 pounds pay and 250 pounds which is made up of
- 19 pension, PRSI and health insurance. Yours faithfully, Sean Gilbride. P S I am
- 10:33:53 20 off until the end of March, seven months."
- 21 A. Yes.
- 22 Q. 161 Now, that would suggest then that what Mr. Gilbride was to receive was seven
- 23 payments of 1,750 pounds, isn't that right?
- 24 A. Yes, or that he had taken leave of absence to accord with a seven month period
- 10:34:09 25 which would be the normal teaching period.
- 26 Q. 162 Yes. So that it is seven months payment he would receive, isn't that right?
- 27 A. Yes.
- 28 Q. 163 So that would be seven 1,750s, isn't that right?
- 29 A. Yes.
- 10:34:21 30 Q. 164 Which would be 12,250?

- 10:34:23 1 A. Yes, if you're correct, yes.
- 2 Q. 165 And then Mr. O'Callaghan in his statement to the Tribunal at 3121. He outlines
- 3 the payments that he says were made. And if we move four down on that list,
- 4 the first payment to Sean Gilbride is 1,750 and it's the 30th of September '92,
- 10:34:49 5 do you see that?
- 6 A. Yes.
- 7 Q. 166 And it's paid from Riga by cheque?
- 8 A. Yes.
- 9 Q. 167 Okay. The second payment is the 4th of November '92 it's 1,750. Then skip the
- 10:35:00 10 next two which are Batt O'Keeffe and GV Wright?
- 11 A. Uh-huh.
- 12 Q. 168 And on the 10th of September '92, 1,750. The 6th of January '93, 5,000 pounds.
- 13 The 6th of February, '93, 1,750. The 25th of March '93, 1,750. And the 13th
- 14 of April '93, 1,750, isn't that correct?
- 10:35:24 15 A. Correct.
- 16 Q. 169 Now, you may take it from me that they total 15,500 pounds.
- 17 A. All right.
- 18 Q. 170 There is nothing in Mr. O'Callaghan's information that he has provided to the
- 19 Tribunal to suggest that you made an additional payment of 1,750 pounds, isn't
- 10:35:39 20 that correct.
- 21 A. Correct, yeah.
- 22 Q. 171 You will note that the first payment to Mr. Gilbride is dated the 30th of
- 23 September 1992 and it's a cheque drawn on the account of Riga, isn't that
- 24 right?
- 10:35:48 25 A. Yes.
- 26 Q. 172 And it's so entered in the cheque payments book of Riga. And if we go back to
- 27 the letter from Mr. Gilbride at 8062. Which is dated either the 18th or the
- 28 28th of September 1992, Mr. Dunlop. And what Mr. Gilbride is referring to is
- 29 the payment that he's due, isn't that right?
- 10:36:08 30 A. Correct.

- 10:36:08 1 Q. 173 Now, Mr. O'Callaghan will deal with the payments that were made through Riga.  
2 But what I want to ask you then is, are you sure that you made a payment to Mr.  
3 Gilbride in September 1992?
- 4 A. The simple answer is I cannot be sure other than the circumstance in which,  
10:36:37 5 events, leading up to this letter from Sean Gilbride to me. And my undertaking  
6 to look after the matter on behalf of Mr. O'Callaghan. In other words,  
7 organising that Mr. O'Callaghan would make the payment or that I would make the  
8 payment on his behalf. But I have always believed that in the circumstances  
9 that arose arising out of Mr. Gilbride's contact with me, that I made a  
10:36:58 10 payment, one payment, to Mr. Gilbride in relation to this matter.
- 11 Q. 174 If Mr. O'Callaghan is correct in the information that he has provided to the  
12 Tribunal --
- 13 A. Uh-huh.
- 14 Q. 175 It would appear that the first payment that's made by Mr. O'Callaghan is a  
10:37:14 15 payment made through Riga on the 30th of September 1992 by cheque?
- 16 A. Yes.
- 17 Q. 176 And that the cheque stub records details of S Gilbride, isn't that right?
- 18 A. Correct.
- 19 Q. 177 And that information I believe is in the brief and is circulated?
- 10:37:32 20 A. It is, yes.
- 21 Q. 178 Together with all of the other information. But there is no suggestion from  
22 Mr. O'Callaghan that a payment of 1,750 pounds was made by you and recouped by  
23 you from him, isn't that right?
- 24 A. There is no suggestion by Mr. O'Callaghan to that effect, no.
- 10:37:47 25 Q. 179 All right. And I think if we look at -- I am just going to get that cheque  
26 stub from Riga from you, Mr. Dunlop?
- 27 A. It's in the brief.
- 28 Q. 180 8129, please.
- 29 A. It's in the brief, yeah.
- 10:38:01 30 Q. 181 Now, there is the 30th of September 1992.

- 10:38:04 1 A. Uh-huh.
- 2 Q. 182 A payment to Sean Gilbride drawn on the account of Riga to be refunded by
- 3 Barkhill, which is not a matter you need concern yourself with, 1,750 pounds,
- 4 do you see that?
- 10:38:16 5 A. Yes.
- 6 Q. 183 Now, what I want to ask you, Mr. Dunlop, is this, if Mr. O'Callaghan is correct
- 7 and the first payment he makes is the 30th of September 1992, I suggest to you
- 8 that it's unlikely that in or around the same time that you made a similar
- 9 payment to Mr. Sean Gilbride?
- 10:38:33 10 A. I would agree.
- 11 Q. 184 And that would mean then, Mr. Dunlop, that your statement, your two statements
- 12 that you've made to the Tribunal in relation to making a payment to Mr.
- 13 Gilbride which was being substantiated by reference to the letter, and your
- 14 evidence yesterday and your earlier evidence in relation to this payment or
- 10:38:52 15 actually making a payment to Mr. Gilbride cannot be correct, isn't that right?
- 16 A. No. I have always said and not reprising the detail of what we dealt with this
- 17 morning. I have always said that the arrangement, the circumstances in
- 18 relation to my becoming aware of Mr. Gilbride's arrangement with Mr.
- 19 O'Callaghan and Mr. Gilbride telling me that he hadn't got the cheque. I made
- 10:39:24 20 contact with Mr. O'Callaghan. I had the conversation with Mr. O'Callaghan
- 21 along the lines that I have outlined both in my narrative statement and in here
- 22 this morning. And that I have always believed that I made a payment to Mr.
- 23 Gilbride on foot of the telephone call that Mr. Gilbride made to me in relation
- 24 to the payment that he was due from Mr. O'Callaghan, and that I subsequently
- 10:39:54 25 recouped that or invoiced that to Mr. O'Callaghan. And to this day I believe
- 26 that that is the case.
- 27 Q. 185 Right.
- 28 A. That because Mr. O'Callaghan, because Mr. Gilbride had not received his cheque
- 29 he couldn't contact Mr. O'Callaghan, he contacted me. He was obviously in
- 10:40:16 30 either in need of the cheque or anxious that the cheque be provided and that

- 10:40:21 1 having contacted Mr. O'Callaghan and dealt with the matter as I have outlined,  
2 that I facilitated Mr. Gilbride. That has always been my belief.
- 3 Q. 186 You have given detail in your private interviews about the fact that you  
4 recollected that Mr. Gilbride had been trying to contact Mr. O'Callaghan and  
10:40:40 5 that Mr. O'Callaghan had been at some horse show or matters such as that sort  
6 and you had contacted him?
- 7 A. I had contacted Mr. O'Callaghan, yes, that's correct.
- 8 Q. 187 Yes, you had contacted Mr. O'Callaghan but that Mr. Gilbride had been trying to  
9 get hold of him. I think you say at 17610. Which is on the 19th of May 2000.
- 10:41:00 10 A. Yes.
- 11 Q. 188 And just on the previous page at 17609. You say the other occasion was the one  
12 in which I got the telephone call from Sean Gilbride to say that he hadn't got  
13 his cheque. I said, what do you mean you haven't got your cheque, what cheque?  
14 He said, I have an arrangement with Owen. I said if you want to discuss this  
10:41:17 15 on the telephone with me I will see if I can get hold of Owen. He said I have  
16 been trying and I cannot get hold of him. I got hold of O'Callaghan at some  
17 Mallow/Bantry horse show. I managed to get hold of him. I said, I have been  
18 talking to Owen and he says he's looking for a cheque for 1750. He says he has  
19 some arrangement with you. He said, I meant to mention that to you, he's taken  
10:41:41 20 leave and I'm paying the equivalent of his salary. Would you ever look after  
21 it and invoice me, which I did."
- 22 A. Yes.
- 23 Q. 189 Now, there is no reference there to consultancy services, isn't that right?
- 24 A. No, other than that he had taken leave of absence.
- 10:41:49 25 Q. 190 You are then asked to take care of it by Mr. O'Callaghan and you say you did,  
26 isn't that right?
- 27 A. That is my recollection.
- 28 Q. 191 Therefore, it's your recollection that you in fact made the payment to Mr.  
29 Gilbride, isn't that right?
- 10:42:01 30 A. That I made a payment to Mr. Gilbride in the amount that he was looking for.

- 10:42:04 1 Q. 192 Yes. On behalf of Mr. O'Callaghan?
- 2 A. Yes.
- 3 Q. 193 But if Mr. O'Callaghan is correct and what he has outlined to the Tribunal is
- 4 the payments made by Riga, the first of which is the 30th of September 1992. I
- 10:42:17 5 am suggesting to you, Mr. Dunlop, it's unlikely in the week and a half prior to
- 6 that that you made a separate payment to Mr. Gilbride on behalf of Mr.
- 7 O'Callaghan?
- 8 A. Yeah. Well, all I can tell you is what I have told you repeatedly without
- 9 being offensive about that remark, told you repeatedly. That this was the
- 10:42:37 10 genesis of my knowledge of it, this is what occurred. What I have said in the
- 11 narrative statement, in the private sessions in 2000 doesn't in any way change
- 12 my view that in the circumstances in which I contacted Mr. O'Callaghan he
- 13 informed me, confirmed for me what Mr. Gilbride had said. And that he asked me
- 14 to look after it and that I would recoup it subsequently. That is my
- 10:43:03 15 recollection of matters.
- 16 Q. 194 Yes. Looking through your accounts at the time, Mr. Dunlop, there is only one
- 17 cheque that might on its face equate with the payment that you say you made at
- 18 6181. Now, you will see on this extract from your cheque payments book there
- 19 is a payment of 1,750 some seven or eight down the page to Frank Dunlop?
- 10:43:27 20 A. Yes.
- 21 Q. 195 Which is the correct amount, isn't that right?
- 22 A. That's correct.
- 23 Q. 196 But that cheque, Mr. Dunlop --
- 24 A. Yes.
- 10:43:32 25 Q. 197 Is negotiated by you at 8022. And 1500 pounds of it is lodged on the 4th of
- 26 September to Frank and Sheila Dunlop, 006 account?
- 27 A. Correct.
- 28 Q. 198 Isn't that right?
- 29 A. Yes.
- 10:43:46 30 Q. 199 Okay. So that in fact there is no cheque from your bank account that would

- 10:43:50 1 equate to a direct payment of 1,750 pounds by cheque to Mr. Gilbride, isn't  
2 that right?
- 3 A. Correct.
- 4 Q. 200 It follows from that, that if you did make any such payments to Mr. Gilbride it  
10:44:01 5 must have been in cash, isn't that right?
- 6 A. That would appear logical, yes.
- 7 Q. 201 Mr. Gilbride in his statements to the Tribunal has not indicated that he  
8 received any money from you other than 2,000 pounds in cash in June of 1991,  
9 isn't that right?
- 10:44:14 10 A. Correct.
- 11 Q. 202 And Mr. O'Callaghan in his information and statements that he has provided to  
12 the Tribunal doesn't outline any circumstances in which he asked you to make a  
13 payment to Mr. Gilbride which was subsequently recouped, isn't that right?
- 14 A. That's Mr. O'Callaghan's statement, yes.
- 10:44:29 15 Q. 203 Yes. Although Mr. O'Callaghan did provide such information in relation to  
16 Mr. Colm McGrath and the 10,700 pounds, isn't that's correct?
- 17 A. Yes.
- 18 Q. 204 And we dealt with that yesterday?
- 19 A. Yes.
- 10:44:41 20 Q. 205 The only person who appears to be suggesting that a payment of 1,750 pounds was  
21 made in September 1992 is yourself, isn't that right, Mr. Dunlop?
- 22 A. Yes.
- 23 Q. 206 And you base your belief, I suggest to you, on the existence of the document or  
24 letter from Mr. Gilbride, isn't that right?
- 10:44:57 25 A. Yes. And in the subsequent conversations that I had Mr. O'Callaghan in  
26 relation to the matter where he confirmed the arrangement was correct and as I  
27 have said to you, my recollection is that he asked me to defray, to look after  
28 Mr. Gilbride.
- 29 Q. 207 Yes. But I'm talking now about the fact of the payment, Mr. Dunlop.
- 10:45:17 30 A. Yes.

10:45:17 1 Q. 208 When you say subsequent conversations with Mr. O'Callaghan. Are you referring  
2 to the conversation that you had at the Bantry horse show where Mr. O'Callaghan  
3 confirmed to you the arrangement with Mr. Gilbride, and asked you to make the  
4 payment on his behalf?

10:45:30 5 A. Yes.

6 Q. 209 Yes. You are not referring to any later conversations with Mr. O'Callaghan  
7 where he would have confirmed at a much later period in time that you had in  
8 fact made such a payment?

9 A. No, no, no, the only reference that I'm making is to the immediacy of the  
10:45:43 10 conversation with Mr. Gilbride and the following conversation with Mr.  
11 O'Callaghan.

12 Q. 210 And in the information that you provide to the Tribunal in the statement you  
13 have provided you refer to the letter as an appendix one, when you are  
14 providing the information to the Tribunal as a document you have that was  
10:46:08 15 generated at the time of this supposed payment, isn't that correct?

16 A. Correct.

17 Q. 211 But if Mr. O'Callaghan is correct in fact that the only payments that were made  
18 to Mr. Gilbride by or on his behalf were those outlined by him. It follows you  
19 didn't make any payments to Mr. Gilbride in September 1992, isn't that right?

10:46:20 20 A. If he is correct.

21 Q. 212 If he is correct in relation to that, isn't that right?

22 A. Yes.

23 Q. 213 So it's either a circumstance that Mr. O'Callaghan has no memory or  
24 recollection of the arrangement that he entered into with you in relation to  
10:46:34 25 Mr. Gilbride, isn't that correct?

26 A. Correct.

27 Q. 214 And Mr. Gilbride has no memory or recollection of being paid money by you,  
28 isn't that right?

29 A. That's not unusual.

10:46:42 30 Q. 215 Isn't that the position?

10:46:43 1 A. Yes.

2 Q. 216 Yes. And therefore, what the Tribunal is being asked to rely on, if Mr.

3 O'Callaghan is correct, is your recollection that you did in fact pay this

4 money to Mr. Gilbride at the request of Mr. O'Callaghan and you must have done

10:46:56 5 so in cash?

6 A. Yes.

7 Q. 217 All right.

8

9 JUDGE FAHERTY: Ms. Dillon, do we know when the leave of absence commenced

10:47:04 10 from an employment point of view with Mr. Gilbride's school?

11

12 MS. DILLON: Not specifically. But we know that Mr. Gilbride was still in

13 receipt of payments in July of 1992 from the VEC.

14

10:47:17 15 JUDGE FAHERTY: That's what I'm asking you.

16

17 MS. DILLON: Yes. That's in Mr. Gilbride's bank statement. If you just give

18 me one moment.

19

10:47:25 20 JUDGE FAHERTY: Yes.

21

22

23 JUDGE FAHERTY: It might be something you can deal with Mr. Gilbride, in any

24 event, Ms. Dillon.

10:47:58 25

26 MS. DILLON: I'll keep searching for it.

27

28 JUDGE FAHERTY: But it just occurs to me just to ask when exactly the leave

29 would have commenced

10:48:05 30

10:48:05 1 MS. DILLON: It's not clear from the statements of Mr. Gilbride

2

3 JUDGE FAHERTY: Yes.

4

10:48:09 5 MS. DILLON: Yes. The last payment at 8060. This is an extract from the bank  
6 statement of Mr. Sean Gilbride of September 1992. And what I am trying to draw  
7 to your attention is the date the 30th of September 1992, you see County Dublin  
8 VEC pay pack, and an amount of money which is substantially lower than Mr.  
9 Gilbride's normal amount of money. That is the record of the payments received  
10 by Mr. Gilbride from the County Dublin VEC.

11

12 JUDGE FAHERTY: Yes.

13

14 MS. DILLON: And I think that it ceases and resumes at a later stage.

10:48:55 15

16 JUDGE FAHERTY: Yes. Well, it may well be that Mr. Gilbride can cast light on  
17 it.

18

19 MS. DILLON: Yes. It's not precisely clear. If I'm correct in understanding  
10:49:03 20 the documentation it appears to have concluded in July of 1992.

21

22 JUDGE FAHERTY: Yes.

23

24 MS. DILLON: But that is of course subject to anything that Mr. Gilbride will  
10:49:12 25 tell you when it he comes.

26

27 JUDGE FAHERTY: Yes. Well, it just occurred to me if Mr. Gilbride was a  
28 tenured employee, if he was paid in the ordinary way on a 12 month basis as a  
29 teacher.

10:49:26 30

10:49:26 1 MS. DILLON: Yes.  
2  
3 JUDGE FAHERTY: And his leave ended in July, perhaps he felt his leave  
4 commenced in August or whatever.

10:49:37 5  
6 MS. DILLON: Yes. That's likely to have or he may have been paid in arrears  
7 in any event.  
8  
9 JUDGE FAHERTY: Yes, yes.

10:49:44 10  
11 MS. DILLON: But that can be dealt with, with Mr. Gilbride when he gets here.  
12 But I think that it certainly seems clear that by September 1992 the  
13 arrangement, an arrangement was in place.  
14

10:49:58 15 JUDGE FAHERTY: Yes. Very good.  
16  
17 MS. DILLON: So, just finally on that issue then, Mr. Dunlop. It is still  
18 your belief that you paid Mr. Gilbride 1,750 pounds and it's likely you did so  
19 in cash?

10:50:16 20 A. Yes, in the circumstances that I outlined and the genesis of the story.  
21 Q. 218 And therefore, if that is correct, Mr. Dunlop, and at 3121. If Mr. O'Callaghan  
22 is also correct in what he says?  
23 A. Uh-huh.  
24 Q. 219 And Mr. O'Callaghan's payments according to Mr. O'Callaghan's information as  
10:50:37 25 provided to the Tribunal to Mr. Gilbride total 15,500 pounds. And if in  
26 addition to that you have paid Mr. Gilbride 1,750 pounds, then that would mean  
27 that between '92 and '93 17,250 pounds were paid to Mr. Gilbride, isn't that  
28 right?  
29 A. Correct.

10:50:56 30 Q. 220 Now, Mr. Gilbride, while he acknowledges receipt of monies has never indicated

- 10:51:01 1 or acknowledged that he received funds of the order of 17,250 pounds from Mr.  
2 O'Callaghan?
- 3 A. Well, that's as I understand it it from the documentation, yes.
- 4 Q. 221 Yes. But you would agree with me that if you are correct and if  
10:51:16 5 Mr. O'callaghan is correct, it follows then that the payments that Mr. Gilbride  
6 received must have been 17,250 pounds?
- 7 A. Yes.
- 8 Q. 222 And that in 1992 and 1993 when this relationship was extant and you know of it  
9 from September 1992, nobody informs, for example, the other councillors in  
10:51:35 10 Dublin County Council that Mr. Gilbride's status has changed in relation to  
11 Quarryvale?
- 12 A. Well, I can only answer for myself. I didn't other than to acknowledge that  
13 Mr. Gilbride was, had taken leave of absence and was devoting his full-time to  
14 the Quarryvale project.
- 10:51:53 15 Q. 223 Yes, but don't I think, Mr. Dunlop, that if Mr. Gilbride, who was a County  
16 Councillor and who was promoting Quarryvale?
- 17 A. Uh-huh.
- 18 Q. 224 Don't you think that his colleagues were entitled to know that he was in fact  
19 now in a paid capacity of some sort with the promoters of Quarryvale?
- 10:52:11 20 A. Where would this entitlement arise?
- 21 Q. 225 On a conflict of interest basis, Mr. Dunlop.
- 22 A. I'm at a loss to superimpose the notion of conflict of interest on to members  
23 of Dublin County Council. But certainly that question never arose as to the  
24 entitlement of anybody including his colleagues in his own party or the wider  
10:52:36 25 council, that they be told that he was now in receipt of payments from Mr.  
26 O'Callaghan.
- 27 Q. 226 Do you think it would have been a matter of controversy at the time had members  
28 of Dublin County Council become aware of the fact that Mr. Gilbride was then in  
29 receipt of a monthly payment or stipend from Mr. O'Callaghan company?
- 10:52:56 30 A. Well, I can certainly envisage certain elements of the political system,

- 10:53:02 1 certainly, turning it into a controversy and it mightn't be necessarily be  
2 generated by members of the party in opposition to Mr. Gilbride's party. It  
3 might have been members of his own party. But in answer to your question, I  
4 didn't regard it as anybody's entitlement to be told when I found out. I found  
10:53:19 5 out by accident, as I have outlined to you. And if there was any entitlement  
6 arising it was Mr. Gilbride to make a statement to his colleagues or to the  
7 wider public that he was now in effect acting as a consultant.
- 8 Q. 227 But no such statement was ever made I think by Mr. Gilbride, isn't that  
9 correct?
- 10:53:39 10 A. Absolutely not.
- 11 Q. 228 And you would agree that had the members of the Council become aware of the  
12 fact that Mr. Gilbride was acting as a consultant to Quarryvale, that would  
13 have become a political issue in Dublin County Council, isn't that right?
- 14 A. Certainly, yes.
- 10:53:54 15 Q. 229 But no such political issue ever arose because nobody ever knew, isn't that  
16 correct, of the financial arrangements?
- 17 A. Correct. And the likelihood is that I would never know either other than in  
18 circumstances that I have outlined that Mr. Gilbride rang me.
- 19 Q. 230 Can I ask you about another matter, Mr. Dunlop, that I indicated to you  
10:54:13 20 yesterday that I would try and deal with today if that was possible. And this  
21 is in relation to the influence or otherwise of Mr. Gerry Leahy, Auctioneer, on  
22 Mr. Peter Brady?
- 23 A. Yes.
- 24 Q. 231 Isn't that right? Now, now, first of all, in general terms can you outline to  
10:54:34 25 the Tribunal the strategic importance or otherwise of Mr. Peter Brady and his  
26 vote. First of all, where was he a Councillor?
- 27 A. Lucan.
- 28 Q. 232 And how would Mr. Peter Brady's importance in terms of a strategic vote have  
29 been perceived by the Quarryvale team?
- 10:54:50 30 A. Mr. Brady was a new Councillor for Fine Gael in the Lucan area. We are talking

10:54:55 1 about when we're talking about Quarryvale as opposed to Blanchardstown, we're  
2 talking about a divide. Blanchardstown on one side of the river  
3 Lucan/Clondalkin on the other side of the river which was the locus for a town  
4 centre going back a number of years. So anybody from the Lucan or Clondalkin  
10:55:12 5 areas on an elected representative basis were fairly crucial in the context of  
6 support for the Quarryvale project, on the basis that if local councillors, and  
7 I'm using the word local a bit little bit loosely here. But local in the sense  
8 that they were the nearest, or one of the nearest councillors to the proposed  
9 site. His vote would be important. And obviously it was a matter of concern  
10:55:41 10 to us because he was a new Councillor, we, I discussed the matter with Therese  
11 Ridge because she was an existing Councillor. And the end result of that  
12 conversation with Therese Ridge ended in a recommendation by her that we go and  
13 talk to Gerry Leahy who was extremely friendly with Peter Brady and had had  
14 some hand, act or part in his election as a Councillor in the previous Local  
10:56:19 15 Elections.

16 Q. 233 And was the concern that you had towards Mr. Brady as to whether or not he  
17 would support Quarryvale or not?

18 A. That was the core issue, was what he would actually do in relation to  
19 Quarryvale.

10:56:33 20 Q. 234 And did you meet with Mr. Gerry Leahy?

21 A. Yes, I discussed the matter with Mr. O'Callaghan and I set up a meeting with  
22 Mr. Leahy who was then an officer of Gunne's Auctioneers. His office was in  
23 Lucan, subject to correction, I'm almost certain it was Lucan. And I drove Mr.  
24 O'Callaghan to the arranged meeting with Mr. Leahy in his office.

10:57:02 25 Q. 235 And did this meeting take place in June of 1992?

26 A. Yes, I think there is a reference to it in -- sorry, maybe in my diary. But  
27 certainly there is, the meeting would have taken place in or around June of  
28 1992.

29 Q. 236 And I think you subsequently in correspondence, if you look at 7625, which is  
10:57:24 30 the week beginning the 22nd of June 1992. According to what Mr. Leahy's

10:57:32 1 documents, he says the meeting took place on the 25th and in a letter that you  
2 wrote subsequently you indicate that there was a meeting in or around the 24th  
3 of June. In any event, neither meeting is recorded in your diaries, isn't that  
4 right?

10:57:45 5 A. Yes, there is no record of it in the diary.

6 Q. 237 What happened at the meeting, Mr. Dunlop?

7 A. We --

8 Q. 238 Sorry. Just to be clear. The purpose of the meeting is to go to meet Mr.  
9 Leahy to see what assistance Mr. Leahy can give the Quarryvale endeavour in  
10:58:00 10 relation to the securing the support of Mr. Peter Brady. Is that the objective  
11 of the exercise?

12 A. Yes, that is in essence the object of the exercise. I wouldn't have used those  
13 exact words. But the object of the exercise was to go to Mr. Leahy on foot of  
14 a recommendation by Councillor Therese Ridge, who had said that Mr. Leahy had a  
10:58:17 15 close relationship with Mr. Peter Brady and he may well be of assistance to us

16 in persuading Mr. Brady, or affording Mr. Brady the wider view of what he  
17 should or should not do in relation to the Quarryvale project. I drove Mr.  
18 O'Callaghan to Mr. Leahy's office, after the normal introductions, the three of  
19 us sat down and there was a long discussion about various industrial projects  
10:58:45 20 that both men were involved in or knew of, and updating one another as to a  
21 variety of issues relating to the property market. The issue about Peter Brady  
22 was raised, I cannot specifically say that it was raised by me or by Mr.

23 O'Callaghan. But certainly it was raised. And as I said to you yesterday,  
24 both Mr. O'Callaghan and I left that meeting in, from Mr. Leahy, on the  
10:59:17 25 understanding that Mr. Leahy and I hesitated to use the word "guarantee".

26  
27 Certainly it would be wrong to say that Mr. Leahy guaranteed. But certainly  
28 Mr. Leahy left Mr. O'Callaghan and myself in little doubt that he would be able  
29 to influence Mr. Peter Brady in the view that he took in relation to  
10:59:37 30 Quarryvale.

- 10:59:38 1 Q. 239 And what was Mr. Leahy to get, if anything, in return for making this effort on  
2 behalf of Quarryvale?
- 3 A. Well, this is a matter that you touched on yesterday and you opened it slightly  
4 and I apologise if I'm coming at it from the back end. But subsequently it was  
10:59:59 5 claimed by Mr. Leahy and Mr. Gunne, Mr. Leahy's boss, that Mr. O'Callaghan at  
6 that meeting had undertaken to give the sale or lease of either the totality, I  
7 could never establish which it was, either the totality of the Quarryvale  
8 buildings or some of them to Gunne Auctioneers on foot of Peter Brady voting  
9 for the project.
- 11:00:28 10 Q. 240 Right. Well, I want to show you a document, at 7639, which is Mr. Leahy's note  
11 of the meeting which he says took place on the 25th of June '92, at 6 p.m.?
- 12 A. Uh-huh.
- 13 Q. 241 And it commences "I met with Frank Dunlop and Owen O'Callaghan in my office and  
14 discussed the Quarryvale project and how it was going, general chat. They said  
11:00:50 15 that they hoped to get zoning through by September October." Now, "I told them  
16 of my involvement in local politics and the -- as the whole matter was now very  
17 much in the political domain for zoning decision that perhaps I might be of  
18 some assistance through my political contacts and local knowledge." You agree  
19 with that?
- 11:01:16 20 A. Yes.
- 21 Q. 242 "In this context I refer to my publicly declared support for the Quarryvale  
22 project at a public meeting at The Spa Hotel, Lucan. This support was  
23 specifically referred to in appreciated by Owen." Do you agree that he had  
24 spoken in favour of Quarryvale at some meeting and that there was a discussion  
11:01:27 25 about that?
- 26 A. Yes.
- 27 Q. 243 "Following a general discussion of the previous local elections we discussed  
28 the number of councillors who might support the proposal. Owen said that they  
29 were absolutely confident of success as Fianna Fail, Fine Gael, Progressive  
11:01:37 30 Democrats and most Independents were ok. I indicated that was not what I had

- 11:01:42 1 heard and Frank more or less agreed that it was not all plain sailing". Do you  
2 agree with that?
- 3 A. Yes, if he is saying that Owen O'Callaghan told him that all of Fianna Fail,  
4 Fine Gael and the Progressive Democrats and most of the Independents were okay,  
11:01:55 5 that meant that they were voting for Quarryvale, Mr. O'Callaghan must have been  
6 living on another planet.
- 7 Q. 244 Do you agree that that was discussed?
- 8 A. The support, yes.
- 9 Q. 245 And Mr. O'Callaghan might have had a more optimistic view of matters than you  
11:02:08 10 had?
- 11 A. I can't imagine that Mr. O'Callaghan would have had a more optimistic view than  
12 I had because we were working in tandem and we were constantly referring to the  
13 support that we had and that we were likely to get in the event of a vote.
- 14 Q. 246 "Owen said that GV Wright, B Coffey and C McGrath were in agreement and that  
11:02:30 15 Frank was organising the rest of Fianna Fail." Was that your function and  
16 would you have discussed that at that meeting?
- 17 A. I would say that that is a very short appreciation of the role that I had  
18 played and it certainly wouldn't organising the rest of Fianna Fail. Certainly  
19 I was organising the rest of Fianna Fail but that wasn't exclusively what I was  
11:02:49 20 doing.
- 21 Q. 247 No, you were organising everybody, isn't that correct, Mr. Dunlop?
- 22 A. Correct, attempting to.
- 23 Q. 248 "the Progressive Democrats were being coordinated by G. Tyndall who was  
24 handling the insurance". Was that discussed at this meeting?
- 11:03:00 25 A. I wouldn't have said that it was actually. If you had asked me that question  
26 without reference to this document I wouldn't have said that it was. I would  
27 say that yes, the councillors in the immediate area were probably discussed and  
28 Colm Tyndall was a Councillor in the Clondalkin area. So it was virtually  
29 inevitable that his name would have come up. But I would be very doubtful, in  
11:03:36 30 fact, I'm virtually certain that neither Mr. O'Callaghan and certainly I never

11:03:43 1 referred to the handling of insurance by Colm Tyndall.

2 Q. 249 Did you know that Mr. Tyndall's company ultimately handled the insurance on

3 behalf of Quarryvale albeit not in June of 1992.

4 A. Yes, I did subsequently discover or learn that the company that Mr. Tyndall

11:04:05 5 worked for --

6 Q. 250 Marine and General Insurance?

7 A. Marine and General. Had been given the, some insurance brief in relation to

8 Quarryvale, yes.

9 Q. 251 And was that a matter that Mr. O'Callaghan had discussed with you?

11:04:22 10 A. The only person I learnt it from was Mr. O'Callaghan. But at what stage I

11 actually learned of it, I couldn't specifically say to you. But certainly I

12 learnt of it subsequently.

13 Q. 252 But what I'm asking you, did Mr. O'Callaghan take your advice on that matter or

14 ask you for your advice in relation?

11:04:40 15 A. No, no Mr. O'Callaghan never asked me for my advice in relation to that matter.

16 Q. 253 Continuing with the note "Frank admitted that the FGs were all over the place,"

17 is that the sort of comment that you're likely to have made, Mr. Dunlop?

18 A. It is likely that I said to him given that I knew what his political problems

19 was, that I was probably putting a red hot poker to a bit of white flesh to

11:05:02 20 say, listen, your crowd don't seem to be able to get their act together.

21 Q. 254 And by get their act together, you mean provide cohesive support for

22 Quarryvale?

23 A. Yes, correct. Because there was a division in certain elements of Fine Gael

24 about supporting Quarryvale.

11:05:16 25 Q. 255 "Tom Morrissey was very wound up and Owen and Frank were working hard on him.

26 Frank and Owen had recently met Austin Currie. Frank knew him from his time in

27 the North and while he had no vote he was important and had listened to them.

28 Therese Ridge was very strong in support. Owen, however, was very worried

29 about Peter Brady especially following recently lobbying of him from the

11:05:34 30 traders in Lucan". Did Mr. O'Callaghan and yourself discuss with Mr. Leahy

11:05:42 1 your concern about Mr. Peter Brady's vote?

2 A. Yes, we did.

3 Q. 256 Right. And was there a concern expressed as to whether or not Peter Brady

4 would support and there was a worry in the Quarryvale camp that in fact he was

11:06:06 5 not going to support?

6 A. Correct.

7 Q. 257 And he was annexed to one local Councillor, isn't that right, he was of the

8 local area?

9 A. He was what, sorry?

11:06:06 10 Q. 258 Mr. Peter Brady.

11 A. You used a phrase.

12 Q. 259 He was a Councillor not in the Quarryvale area but in the next area?

13 A. Sorry, yes, yes, he was in the adjacent ward, yes.

14 Q. 260 And his vote would have been important in the Lucan area, isn't that right?

11:06:15 15 A. Yes.

16 Q. 261 And that was immediately adjacent to the actual Quarryvale area, it's all part

17 of west Dublin, isn't that right?

18 A. Correct.

19 Q. 262 It was agreed, next paragraph "that Peter was crucial. I said I could talk to

11:06:24 20 Tommy and Peter that I would do my best. Owen emphasised the importance of

21 Peter Brady not voting against and that while his support would be invaluable

22 his vote against would be a killer blow". Now, do you recollect that being

23 discussed at the meeting?

24 A. I recollect wide discussion about Peter's vote and what could or could not be

11:06:44 25 done by Gerry Leahy in relation to, in the first instance, getting him to vote

26 for, to support the Quarryvale project. In the absence of that not being, in

27 the absence of that, that if he was to vote against given the fact that he was

28 local in the sense in the adjacent ward in the west Dublin area, that that

29 would be disastrous and that if it was possible to effect a neutral option,

11:07:14 30 which would be either abstaining or not being present.

- 11:07:20 1 Q. 263 And was it common to try and organise that people who were going to vote  
2 against, that you would try and ensure that if they, you couldn't persuade them  
3 to vote for, that they wouldn't be there?
- 4 A. Yes, that was an option and certainly it was, it wasn't an invention of mine.  
11:07:38 5 It was certainly an option that was indulged in by many others and that is if  
6 you wanted to neutralise a person you either suggested to him that he didn't  
7 vote at all, or didn't turn up on the day.
- 8 Q. 264 You had referred to something similar in the letter that you wrote to Mr, to  
9 Allied Irish Bank in explaining the planning review that was carried out for  
10 the bank and your opposition, do you remember that document, Mr. Dunlop?
- 11 A. Yes.
- 12 Q. 265 Where you described something to the effect of "don't be surprised if many have  
13 to attend their grandmother's funeral in Kerry on the day of the vote."
- 14 A. Yes, I had forgotten that. That colourful phrase, we all have grandmothers in  
11:08:19 15 Kerry. Yes, the general principle is if you recognise, or was I should  
16 say, if you recognised that an individual or group of individuals or named  
17 individuals were specifically against, obviously in the lack of lobbying  
18 persuasion with them, that you would try and persuade them not to vote.
- 19 Q. 266 In the next paragraph "I told Owen," this is Mr. Leahy speaking. "I told Owen  
11:08:47 20 that Gunnes would be very keen to be appointed as selling agents and asked who  
21 would be the selling agents for the development when it went ahead. Owen  
22 recalls that he had known your father and knew you to talk to." This is a  
23 reference to Mr. Gunne, I suggest?"
- 24 A. Yeah.
- 11:09:02 25 Q. 267 "In the past you had used Jones Langwood, now HOK, but they had done nothing  
26 for him in this project and said, if I could help him out there there would be  
27 no problem. Frank said you can take it, Gerry, that you will be doing the  
28 business. I responded, that's okay Frank, but when I get a tip I like it to  
29 come from the owner and not the jockey. Owen interjected and said that Frank  
11:09:21 30 had his full authority and that what he had said would be delivered. I then

11:09:24 1 asked Owen directly what the position would be if the zoning went through. He  
2 said, Gerry, if this goes through you will be the agents you have my word on  
3 this. And then the meeting concluded at 7 o'clock and it was agreed that I  
4 would keep in touch with Frank".

11:09:40 5  
6 Now, was there a discussion of the sort outlined there by Mr. Leahy where there  
7 was an assurance given that if Mr. Brady was got on side, if I can put it like  
8 that, and the Quarryvale zoning went through with his support that Gunnes would  
9 be appointed as the letting agents

11:09:56 10 A. No.

11 Q. 268 And you are satisfied of that?

12 A. I am absolutely satisfied of that.

13 Q. 269 In 1992 and in 1993 issues arose between Mr. Leahy and Mr, and Mr. O'Callaghan  
14 in relation to this alleged agreement, isn't that right?

11:10:13 15 A. Yes.

16 Q. 270 And ultimately proceedings were drafted and I think issued?

17 A. Correct.

18 Q. 271 Isn't that correct? In the course of that in 1994 Mr. Leahy sought a number of  
19 meetings with you following which you wrote a letter, isn't that right?

11:10:25 20 A. Correct.

21 Q. 272 And that letter is at 11513. Now, in that letter which follows a meeting you  
22 had in November '94 with Mr. Leahy, "Dear Gerry, you asked me to recollect the  
23 details of a conversation between Owen O'Callaghan, yourself and myself at your  
24 office in Lucan, County Dublin in or about the 24th of June 92. Specifically  
11:10:53 25 you asked me to recollect the details of what you described as a firm  
26 undertaking by Owen O'Callaghan to appoint yourself as a represent of Gunne  
27 Estate Agents, as agents to the proposed development at Quarryvale Clondalkin,  
28 Dublin 22.

29  
11:11:00 30 Firstly, a meeting between Owen O'Callaghan and yourself and myself did take

11:11:04 1 place at your office. Secondly, you undertook to liaise on Owen O'Callaghan's  
2 behalf with a particular individual whose support was generally agreed to be  
3 crucial." That's a reference to Mr. Peter Brady?  
4 A. Correct.

11:11:15 5 Q. 273 So there is no issue between yourself and Mr. Leahy that a meeting did take  
6 place and the subject matter of the discussion at the meeting was the support  
7 of Peter Brady whose support was described as crucial, isn't that correct?  
8 A. Correct.

9 Q. 274 "Thirdly, as to the best of my recollection a discussion took place  
11:11:29 10 specifically between Owen O'callaghan, yourself regarding a quid pro quo which  
11 in essence left me with the impression that should the lands at Quarryvale be  
12 appropriately zoning with the support of the individual concerned, that  
13 discussions would take place with Gunne Estate Agents in the presence of  
14 yourself with a view to arriving at a decision regarding the letting agents of  
11:11:47 15 for Quarryvale." Is that correct?  
16 A. That's correct.

17 Q. 275 Right. Now, your recollection as recorded in that paragraph refers to a quid  
18 pro quo. What's a quid pro quo, Mr. Dunlop?  
19 A. Well, a quid pro quo is you'll do for me I'll do for you.

11:12:03 20 Q. 276 Right. So it was your understanding that if Mr. Leahy delivered on his side of  
21 the matter, isn't that right?  
22 A. Uh-huh.

23 Q. 277 That there was a quid pro quo, something that would come his direction?  
24 A. Yes.

11:12:13 25 Q. 278 Right. And what I say would come his direction was that discussions would take  
26 place with a view to seeing whether or not Gunnes would be appointed as letting  
27 agents, isn't that correct?  
28 A. Correct.

29 Q. 279 And there is a disagreement there between yourself and Mr. Leahy because Mr.  
11:12:26 30 Leahy puts it in stronger terms. He has said there was an actual agreement,

- 11:12:31 1 that if the vote went through with Mr. Brady's support he, or Gunnes, would be  
2 appointed letting agents for Quarryvale, isn't that right?
- 3 A. Auctioneers tend to use colourful language.
- 4 Q. 280 Yes. But the only disagreement between yourself and Mr. Leahy as to what  
11:12:42 5 transpired at the meeting relates to whether, what Mr. O'Callaghan agreed to  
6 was a promise to consider Gunnes or an agreement to give the letting to Gunnes,  
7 isn't that the issue?
- 8 A. Correct.
- 9 Q. 281 But there is no doubt in your mind when you left the meeting that there was a  
11:12:57 10 quid pro quo for obtaining Peter Brady's support, isn't that right?
- 11 A. That there would be a discussion with Mr. O'Callaghan and Gunnes in the person  
12 of Gerry Leahy in relation to the possibility of normal business circumstances  
13 Gunnes being appointed as the letting agents.
- 14 Q. 282 Yes. So that the quid pro quo for Mr. Leahy delivering Mr. Brady's support for  
11:13:18 15 Quarryvale was that consideration would be given to Gunnes being appointed the  
16 letting agents?
- 17 A. Yes, correct, yes.
- 18 Q. 283 Mr. Leahy's recollection of the quid pro quo was that if he were to deliver  
19 Peter Brady's support for Quarryvale he would get the letting agency for  
11:13:35 20 Quarryvale, isn't that right?
- 21 A. Yes, and Mr, in ease of Mr. Leahy, Mr. Leahy expressed that very volubly to me  
22 both in person and in the presence of others and on subsequent occasions.
- 23 Q. 284 Now, Mr. Leahy in his documentation at 14256. Refers to a letter on the 26th  
24 of June 1992 which was written by Mr. O'Callaghan to Mr. Leahy expressing  
11:14:11 25 appreciation for his help and this is a letter that must have been sent after  
26 the meeting and stating, "if we are successful I will keep my end of the deal".  
27 Now, to make it clear to you, Mr. Dunlop. The Tribunal has not been provided  
28 with a copy of any such letter. This document that you are reading is a  
29 document that I understand was prepared in contemplation of the proceedings  
11:14:32 30 between Gunnes and Mr. O'Callaghan. However --

- 11:14:34 1 A. And this document was prepared by Mr. Leahy?
- 2 Q. 285 This document was but the letter apparently was available when the document was  
3 prepared and was furnished as I understand it to the solicitors acting for  
4 Gunnes at that time.
- 11:14:49 5 A. Giles Montgomery.
- 6 Q. 286 Subject to correction in relation to that, I can't tell you that that was the  
7 solicitors, it may very well have been. But what I want to ask you, first of  
8 all --
- 9 A. Uh-huh.
- 11:14:59 10 Q. 287 About is whether or not you were aware of any correspondence passing between  
11 Mr. O'Callaghan and Mr. Leahy?
- 12 A. I can't say that I was, no.
- 13 Q. 288 Right. Now, if there was such a letter and if it did say "if we are successful  
14 I will keep my end of the deal." That would suggest that an agreement had  
11:15:19 15 actually been made by Mr. O'Callaghan at the meeting, isn't that right?
- 16 A. Yes, if that quote is correct and it's extrapolated from an existing letter  
17 which is no longer extant, yes, that would suggest there was a deal.
- 18 Q. 289 I don't suggest it's no longer extant, I simply say that the Tribunal has not  
19 been furnished with a copy of it?
- 11:15:36 20 A. I would be very interested in see that go letter also, Ms. Dillon.
- 21 Q. 290 In your letter of 22nd November, 1994 that you send to Mr. Leahy following your  
22 meetings at 11514. You tell him in November '94 that you were unaware of any  
23 such letter, isn't that right?
- 24 A. Uh-huh, uh-huh.
- 11:15:56 25 Q. 291 But it would appear that at that meeting in November 1994 Mr. Leahy confirmed  
26 to you that he had received a letter from Mr. O'Callaghan in which Mr.  
27 O'Callaghan had confirmed to him that he, Mr. O'Callaghan, would keep his end  
28 of the deal, isn't that right?
- 29 A. Correct, yes.
- 11:16:10 30 Q. 292 Right. Now, now, I think ultimately proceedings were issued between Mr. Leahy

11:16:18 1 and Mr. O'Callaghan, isn't that right, or between Mr. Gunnes and Riga, isn't  
2 that the position?  
3 A. Yes, as I recollect matters, yes.  
4 Q. 293 Right. Now, in December of 1994 you wrote a later letter following another  
11:16:32 5 meeting with Mr. Leahy which I think took place in late November '94 at 11555.  
6 And this is a letter that you sent to Mr. Gunne after a conversation with  
7 Mr. Gunne. Do you remember speaking to Mr. Fintan Gunne about this matter?  
8 A. Yes, I do.  
9 Q. 294 And when did that conversation took place, can you remember?  
11:16:52 10 A. Mr. Gunne telephoned me and there was, I had a conversation with him in  
11 relation to the matter. And Mr. Gunne in the, accompanied by Mr. Leahy and  
12 Mr. Giles Montgomery, as I recollect it, arrived in my office by arrangement on  
13 a given day to discuss the matter in a very persistent fashion and I refer back  
14 to Mr, what I said about Mr. Leahy, very volubly saying to me that he had a  
11:17:25 15 deal with Owen O'Callaghan that they would get the sale or letting of the  
16 premises on Quarryvale.  
17 Q. 295 And did this meeting with Mr. Montgomery and Mr. Gunne and Mr. Leahy take place  
18 in advance of you sending this letter?  
19 A. I cannot specifically say that when --  
11:17:53 20 Q. 296 Your letter refers to --  
21 A. Yeah, it refers to --  
22 Q. 297 A telephone conversation?  
23 A. A telephone conversation, yes.  
24 Q. 298 Isn't that right?  
11:18:04 25 A. As I recollect matters, Ms. Dillon, Mr. Gunne, Mr. Leahy and Giles Montgomery  
26 and another unnamed person attended at a meeting in my office to discuss this  
27 matter, at which matters became quite heated, and at which the late Mr. Gunne  
28 said that that, expletives deleted, "that the F'er made the promise, you know  
29 he made the promise, Frank, and we're going to hold him to it " and I think  
11:18:30 30 that concluded the meeting. The meeting lasted about half an hour but that

11:18:34 1 concluded the meeting with Mr. Gunne being quite emotional about the matter.

2 Q. 299 Mr. Gunne had not been present at the meeting between Mr. Leahy, yourself and

3 Mr. O'Callaghan in June of 1992, isn't that right?

4 A. No, Mr. Gunne's reprise, if you can call it that, as to the contents of the

11:18:51 5 meeting was solely based on the information supplied to him by Mr. Leahy, who

6 was an employee.

7 Q. 300 Who was the Managing Director I think of Gunne's on the Lucan side, isn't that

8 right?

9 A. That's correct.

11:19:02 10 Q. 301 But in any event, certainly by the end of 1994 Mr. Leahy and through him

11 Mr. Gunne, were holding fast to the proposition that there had been an actual

12 agreement with Mr. O'Callaghan that they would get the letting agency if they

13 delivered a successful Peter Brady vote for Quarryvale, isn't that right?

14 A. Yes.

11:19:20 15 Q. 302 And that was their stated position?

16 A. Yes, in fairness to Mr. Leahy, I don't recollect talking about the matter with

17 Mr. Gunne subsequently or indeed with Mr. Giles Montgomery. But certainly as I

18 understand matters, it was, and probably is still to this day, Mr. Leahy's

19 understanding.

11:19:39 20 Q. 303 Yeah. But it's not your understanding?

21 A. No.

22 Q. 304 Because there are areas, a great deal of areas of agreement between you as to

23 the precise agreement that was entered into between Mr. O'Callaghan and Mr.

24 Leahy, there is a disagreement between you, isn't that right?

11:19:53 25 A. Correct. And the disagreement is as you have graphically outlined. And

26 knowing Mr. O'Callaghan as I do, I find it absolutely unbelievable that anybody

27 would suggest that prior to a sod being turned on the Quarryvale land that he

28 would undertake to give the letting of very, the sale or letting of very

29 expensive and valuable buildings to one particular individual on foot of a

11:20:18 30 vote.

- 11:20:19 1 Q. 305 If however there was a letter written on the 26th of June 1992 by Mr.  
2 O'Callaghan which you referred to keeping his end of the deal?  
3 A. Uh-huh.
- 4 Q. 306 That would suggest, would it not, that some agreement had been entered into by  
11:20:32 5 Mr. O'Callaghan at the meeting with Mr. Leahy, isn't that right?  
6 A. Agreed, yes.
- 7 Q. 307 Isn't that right?  
8 A. Yes.
- 9 Q. 308 Now in, this letter of the 19th of December 1994 you write to Fintan Gunne and  
11:20:43 10 you say "I want to confirm that if called upon to do so I will outline in  
11 detail the don't of the conversation which took place at a meeting held in your  
12 Lucan office on the 25th of June between Messrs. Gerry Leahy and Owen  
13 O'Callaghan which I attended" isn't that correct?  
14 A. Uh-huh.
- 11:21:02 15 Q. 309 You don't there give any detail of what was discussed isn't that right?  
16 A. That's correct, yes.
- 17 Q. 310 In the conversations you'd had with Mr. Gunne and the conversations you'd had  
18 with Mr. Leahy and Mr. Gunne and the solicitors when they attended at your  
19 offices. Were they making the case at all times that they had kept their end  
11:21:17 20 of the deal and delivered their vote of Mr. Peter Brady for Quarryvale?  
21 A. Yes, I would extract Mr. Giles Montgomery from any conversation in relation to  
22 that matter but the conversation with Mr. Gunne and Mr. Leahy in my office was  
23 without being pressing it excessively, was epitomised by Mr. Leahy saying Frank  
24 you know what I did, you know that Peter was very good to you or voted  
11:21:51 25 accordingly and that was the arrangement and I have said previously that Mr.  
26 Leahy volubly repeated that on a number of occasions to me both privately and  
27 in the presence of others.
- 28 Q. 311 Yes. And in the note that Mr. Gunne made of the telephone conversation that he  
29 had with you which led to you writing the letter of the 19th of September.  
11:22:11 30 Mr. Gunne's note --

- 11:22:12 1 A. 19th of December.
- 2 Q. 312 Of December. Mr. Gunne's note of that meeting is at, that telephone  
3 conversation is at 11549.  
4 As follows "Fintan had a telephone conversation this afternoon with Frank  
11:22:27 5 Dunlop at around 3:45 p.m. in the presence of Gerry Leahy and Freddy O'Neill.  
6 Frank Dunlop said that he would withdraw the letter of the 22nd of November and  
7 if called upon to do so he would categorically state that at the meeting of  
8 June '92 Owen O'Callaghan gave a solid undertaking to Gerry Leahy that Gunnes  
9 would be appointed the sole selling agents to Quarryvale in the event of the  
11:22:47 10 rezoning being successful. Fintan is quite happy Frank Dunlop will stand over  
11 this".  
12 Does that accord with your recollection of your conversation with Mr. Gunne?
- 13 A. No.
- 14 Q. 313 All right. Did you give any such agreement that you would say that Mr.  
11:23:00 15 O'Callaghan had given a solid undertaking that Gunnes would be appointed sole  
16 letting agents to Quarryvale in the event of the zoning being successful?
- 17 A. No.
- 18 Q. 314 No. So that the areas of dispute then that exist in relation to this matter.  
19 There is no dispute or there is no dispute in your recollection that the  
11:23:20 20 securing of the vote of Peter Brady in support of Quarryvale was discussed at  
21 the meeting in June of 1992 and the necessity or the crucial nature of that  
22 vote was discussed?
- 23 A. Yes.
- 24 Q. 315 That Mr. Leahy agreed that he would seek to secure the support of Mr. Peter  
11:23:35 25 Brady in favour of Quarryvale?
- 26 A. Yes.
- 27 Q. 316 That Mr, in return for that it is your recollection that Mr. O'Callaghan agreed  
28 to consider Gunnes for the letting agency should the zoning be successful?
- 29 A. Correct.
- 11:23:49 30 Q. 317 Mr. Leahy says that it was not as light as that. He says that there was an

11:23:55 1 actual agreement that provided that the zoning was delivered with the support  
2 of Mr. Brady, he would be granted the letting agents of Gunnes but you say that  
3 agreement was not made?

4 A. Correct.

11:24:05 5 Q. 318 But there was as you described in your earlier correspondence a quid pro quo to  
6 securing the vote of Peter Brady which was that there would be a discussion  
7 about appointing Gunnes as letting agents?

8 A. Yes. And for completeness, Mr. Leahy was, as you say, the managing director of  
9 Gunnes on the west side. I don't know what his specific area was. But this  
11:24:26 10 was probably, if this zoning went through and Mr. O'Callaghan fulfilled the  
11 commitments that he had entered into in what he was going to do on the site.  
12 Namely, a shopping centre, town centre and associated facilities. This would  
13 have been the biggest development that would have taken place at that time in  
14 West County Dublin in an area in the bailiwick of Mr. Leahy on behalf of  
11:24:52 15 Gunnes.

16 Q. 319 Now, I think proceedings were drafted, Mr. Dunlop, for completeness. And you  
17 may not have seen these proceedings but they were I believe furnished to Deane  
18 & Partners at 12117. And I believe they may not have been proceeded with but  
19 they were issued and they were between Gunne Estate Agents and O'Callaghan  
11:25:12 20 Properties and Owen O'Callaghan and what I want to draw to your attention is  
21 paragraph four of the Statement of Claim at 12119. And in this Statement of  
22 Claim what is claimed by Gunnes is as follows.

23 "That by contract made orally on the 25th of June 1992 it was agreed between  
24 one Gerry Leahy the managing director of the plaintiff on behalf of the  
11:25:41 25 plaintiff and the second named defendant acting either on his own behalf or on  
26 behalf of the first named defendant or both that in consideration of the  
27 plaintiff its servants or agents using its best endeavours to promote the  
28 location of the shopping centre and land owned by the first named defendant at  
29 Quarryvale County Dublin and to secure public support for the zoning of that  
11:25:59 30 site as a shopping centre and for the appropriate planning permission for same

- 11:26:04 1 the first named defendant or in the alternative the second named defendant  
2 would grant to the plaintiff the sole selling agency for the planned shopping  
3 centre".
- 4 A. Yes.
- 11:26:12 5 Q. 320 Okay. Now, stripping that back to its core elements, Mr. Dunlop. That  
6 complains that an agreement was entered into at that meeting in June whereby if  
7 Gunnes used their best endeavours to promote the location of the shopping  
8 centre and to get public support for the zoning of the site that they would be  
9 appointed sole agents, isn't that right?
- 11:26:34 10 A. Yes, this is classic pistols at dawn carry on. It's an alleged oral contract  
11 entered into by two parties in relation to a specific.
- 12 Q. 321 Yes. And in all respects you agree with what Mr Leahy has said. The only  
13 disagreement you have with what Mr. Leahy has said is that you say what Mr.  
14 O'Callaghan agreed to was to consider Gunnes for the letting agency as opposed  
11:26:59 15 to appointing them?
- 16 A. Yes.
- 17 Q. 322 And then in the particulars that are set out there. It says.  
18 "The agreement was made at a meeting on the evening of the 25th of June  
19 attended by Mr. Leahy and one Frank Dunlop at the plaintiff's offices in Lucan  
11:27:10 20 and it was confirmed in writing by the second named defendant by letter of the  
21 26th of June 1992".  
22  
23 Now, if Mr. O'Callaghan sent a letter, as suggested by the contemporaneous  
24 documentation, suggesting that if in the event it was successful, he would keep  
11:27:29 25 his end of the deal. What deal would Mr. O'Callaghan have been talking about?
- 26 A. Well the only deal that I could envisage that he was talking about was in  
27 relation to the conversation that took place in my presence in where he said he  
28 would consider in the event of the zoning going through that he would consider  
29 or have discussions with Gerry Leahy in relation to the appointment of Gunnes.
- 11:27:53 30 Q. 323 And there was no other matters discussed or no final agreement entered into?

11:27:58 1 A. No, I think. Sorry. I don't think. I'm not entitled to think.

2 Q. 324 So the difference then, Mr. Dunlop, between what you recollect and what Mr.

3 O'Callaghan recollects on the one side and what Mr. Leahy recollects on the

4 other side, is a question of degree, isn't that right?

11:28:21 5 A. There is no issue.

6

7 MR. REDMOND: Mr. Chairman, Mr. Chairman, before Mr. Dunlop purports to answer

8 that question. I would have to make the following observation.

9

11:28:29 10 Insofar as Ms. Dillon is suggesting that the Statement of Claim encapsulates

11 Mr. Leahy's understanding of the meeting, It differs materially from his note

12 of the meeting. So I think Ms. Dillon should clarify whether he is being asked

13 to agree with the Statement of Claim or Mr. Leahy's alleged note of the

14 meeting.

11:28:46 15

16 CHAIRMAN: It is quite different really to --

17 A. Hence my withdrawal of a remark I was going to make.

18

19 MS. DILLON: That's not necessary, Mr. Dunlop. I will rephrase the question.

11:28:57 20 There is no difficulty with that.

21

22 Q. 325 Can I ask you before I deal with that, Mr. Dunlop, about any other meeting you

23 might have had involving Mr. Peter Brady, Mr. Owen O'Callaghan, and Mr. Gerry

24 Leahy?

11:29:09 25 A. Yes, I think there were a few occasions on which Mr. O'Callaghan and myself and

26 Mr. Leahy and Mr. Brady met, either by design or by coincidence.

27 Q. 326 For what purpose?

28 A. To discuss the Quarryvale project.

29 Q. 327 When and why?

11:29:30 30 A. I can't, I can't give you time and place other than to recollect that I did

11:29:42 1 meet Peter Brady with Mr. O'Callaghan and with Mr. Leahy. Certainly on one  
2 occasion and I think the -- I shouldn't say the purpose of the meeting. But  
3 certainly an element of the meeting was to indicate to Mr. O'Callaghan the  
4 relationship between Mr. Leahy and Mr. Brady. In other words, that Mr. Brady  
11:30:06 5 was somebody who would listen carefully to what Mr. Leahy would say.

6 Q. 328 And can you recollect in December 1992 how Mr. Brady voted?  
7 A. Yes, I think he voted for.

8 Q. 329 Right. And in the documentation that you prepared prior to the vote in  
9 December 1992, which was the document you prepared to outline the best  
11:30:30 10 scenario, the worst scenario, the middling scenario, do you remember those  
11 documentation?  
12 A. Yes.

13 Q. 330 15654. This is the best position and if you turn to the following page. You  
14 will see that Mr. Brady is under the "for" column, isn't that right?

11:30:48 15 A. Correct.

16 Q. 331 And then in the second position which is the likely position at 14658. And the  
17 following page, 14659. You have moved Mr. Brady from the "for" position to  
18 "missing"?  
19 A. Yes.

11:31:05 20 Q. 332 Abstain or missing?  
21 A. Yes.

22 Q. 333 Why was that?  
23 A. I think that was and just for purposes of clarification, all of those notations  
24 are in my handwriting. I think that was prepared on the basis that Mr. Brady  
11:31:19 25 was not giving indications of absolute support and that in those circumstances  
26 he might be persuaded to go missing.

27 Q. 334 And at 14662 you have the worst scenario, Mr. Dunlop. And the worst scenario  
28 has Mr. Brady voting, for?  
29 A. Yes.

11:31:42 30 Q. 335 So the worst scenario puts Mr. Brady in a more pro Quarryvale situation than

11:31:48 1 the middle scenario?

2 A. Yes.

3 Q. 336 Which is the likely outcome?

4 A. Yes.

11:31:52 5 Q. 337 Which is that Mr. Brady wouldn't be present? Isn't that correct?

6 A. Correct.

7 Q. 338 But in fact Mr. Brady was present, isn't that right?

8 A. Yes.

9 Q. 339 And he voted in favour of the amendments, isn't that right?

11:32:02 10 A. Yes, after a heart rendering, heart stopping pause, but he did vote.

11 Q. 340 Yes. He voted against the first two motions capping at 100 square feet and

12 returning to industrial. But he voted in favour of the cap at 250,000 square

13 feet and the subsequent manager's motion, isn't that right?

14 A. Yes. And for completeness on this matter, Ms. Dillon, when his name was called

11:32:27 15 there was a pause, and Councillor Therese Ridge who was sitting two seats away

16 from him said, "for Peter, for."

17 Q. 341 And he then voted, isn't that right?

18 A. Correct.

19 Q. 342 And in fact in your private interview at 1776. Sorry, at 17766. You discussed

11:32:53 20 this very matter half way down that passage you say "Peter Brady, who was a

21 demure type of man and who actually voted for it on Mother Ridge's

22 instructions. Sorry, that is the wrong instructions. We orchestrated it that

23 when the vote came up sitting beside Mother Theresa and that is when his name

24 was called. She gave him the dig to do the right thing. That sounds hilarious

11:33:18 25 and theatrical in retrospect. But that was what was necessary because Peter

26 was just wondering whether or not it was the right thing but if Theresa was to

27 support it he would generally." Isn't that right?

28 A. Yes.

29 Q. 343 So you are there indicating that you made sure that he was sitting beside

11:33:36 30 Therese Ridge?

11:33:37 1 A. Yes.

2 Q. 344 Whom you describe there as Mother Theresa, isn't that right?

3 A. She was right beside him or two spaces away from him and there was a gap in the

4 bill. But I am sitting in the public gallery of Dublin County Council, God

11:33:53 5 between us and all harm which is two shop units in O'Connell Street, converted

6 into a chamber. And it would be impossible not to even overhear some voice or

7 whispers that were conducted in that room. And when the heart stopping moment

8 came in relation to Peter Brady, who was high on the alphabetical list,

9 Ms. Dillon, once it started you got a very clear view as to the numbers that

11:34:17 10 you had in favour if at the top of the alphabetical list people started voting

11 against, whom you had already put down as for, you suddenly began to get a bit

12 weak kneed and Ms --

13 Q. 345 According to --

14 A. Therese Ridge said to Peter, "for Peter for."

11:34:37 15 Q. 346 Yes. What I want to ask you about is, you say there is, "we orchestrated."

16 A. Yes.

17 Q. 347 So you ensured that Councillor Ridge was sitting beside Councillor Brady so

18 that if Councillor Brady wobbled on the Quarryvale matter she was going to --

19 A. Yes.

11:34:50 20 Q. 348 Give him, as you describe there, a dig and he would vote accordingly and that's

21 what you say happened, isn't that right?

22 A. Yes.

23 Q. 349 They are your words?

24 A. I arranged with Therese Ridge in advance that she would be either sitting

11:35:05 25 beside or near Peter and Therese Ridge undertook to look after Peter.

26 Q. 350 And if you are accurate in what you recount in that extract from the private

27 interviews, that is in fact what happened?

28 A. That's what occurred.

29 Q. 351 And I think finally on the 16th of May 2000 at 23673, in the private interviews

11:35:21 30 in relation to Mr. Brady you say "like for example Peter Brady would do

- 11:35:25 1 absolutely anything that Theresa said to him or in fact Gerry Leahy would say  
2 to him who is an auctioneer who is engaged in Fine Gael out in the  
3 constituency, and looked after Peter electorally and all of that. But if Gerry  
4 Leahy said to Peter, you know I think that's good thing, Peter would say fine.  
11:35:42 5 Okay." Now, when you told the Tribunal that were you attempting to convey to  
6 the Tribunal the importance of the advice that Gerry Leahy would give to Peter  
7 Brady?  
8 A. Yes, I was telling the Tribunal in private session of the knowledge that I had  
9 in relation the relationship between Gerry Leahy and Peter Brady as evinced in  
11:36:08 10 the conversation that Owen O'Callaghan and myself had with Mr. Leahy in his  
11 offices in Lucan in June of 1992.  
12 Q. 352 But what you actually say, Mr. Dunlop, and you are very careful with your use  
13 of language, what you say there is "but if Gerry Leahy said to Peter you know I  
14 think there is a good thing Peter would say fine okay"?
- 11:36:25 15 A. Yes.  
16 Q. 353 And you also say that Peter Brady would do anything that Therese Ridge said to  
17 him or that Gerry Leahy said to him, isn't that correct?  
18 A. That's correct.  
19 Q. 354 So what you were telling the Tribunal there is that there were two people that  
11:36:38 20 Peter Brady would listen to. Therese Ridge was one, whom you ensured was  
21 sitting beside him on the day of the critical vote and Gerry Leahy was the  
22 other, isn't that right?  
23 A. Correct.  
24 Q. 355 And it was because of Mr, it was because Ms. Ridge told you and through you Mr.  
11:36:50 25 O'Callaghan that Gerry Leahy was an important person to Peter Brady that you  
26 originally went out to see Mr. Gerry Leahy isn't that correct?  
27 A. Yes, that's correct.  
28 Q. 356 The purpose of that meeting with Mr. Leahy was to see what influence Mr. Leahy  
29 could bring to bear on the vote of Mr. Brady isn't that correct?  
11:37:09 30 A. Absolutely correct.

11:37:10 1 Q. 357 Now Mr. Brady tells the Tribunal in his statement that while he spoke to Mr.  
2 Leahy he was never influenced by any matters such as that sort and his position  
3 is he made his decisions in relation to Quarryvale objectively based on the  
4 information available to him?

11:37:22 5 A. Well that would not accord with the evidence that I gave in a private session  
6 and what I am giving now today. And that is that he voted according to the, at  
7 the behest of Therese Ridge in the actual circumstances of the vote being  
8 called in Dublin County Council.

9  
11:37:36 10 CHAIRMAN: It's well half past eleven. Could we just go back to the Statement  
11 of Claim.

12

13 MS. DILLON: Yes, Sir.

14

11:37:44 15 CHAIRMAN: I can't remember the number.

16

17 JUDGE FAHERTY: 14119, is it?

18

19 MS. DILLON: 12119.

11:37:53 20

21 JUDGE FAHERTY: 12119.

22

23 CHAIRMAN: Paragraph four. Mr. Dunlop, would you just look at paragraph four  
24 there.

11:38:02 25 A. Yes, Sir.

26

27 CHAIRMAN: And is that different to your understanding of the agreement, such  
28 as you recall it, agreed between yourself, Mr. Leahy and Mr. O'Callaghan? Your  
29 evidence is that Mr. O'Callaghan agreed to consider or discuss with Mr. Leahy

11:38:27 30 in Gunnes appointing them as agents?

11:38:29 1 A. Correct.  
2  
3 CHAIRMAN: Have you seen the?  
4 A. Yes, I'm looking at the Statement of Claim and paragraph four. That does not  
11:38:37 5 accord with my recollection of what occurred.  
6  
7 JUDGE FAHERTY: Could I also ask you before you go, Mr. Dunlop. That  
8 paragraph four in the Statement of Claim sets out an agreement in very general  
9 terms.  
11:38:48 10 A. Correct.  
11  
12 JUDGE FAHERTY: Now, you disagree with Mr. Leahy in the, if you like, in the  
13 level of the commitment agreed by Mr. O'Callaghan and Mr. Leahy vis-a-vis the  
14 agency?  
11:38:59 15 A. Yes.  
16  
17 JUDGE FAHERTY: But, as I understand it, the other part of that was Mr. Leahy  
18 being able to influence Mr. Brady?  
19 A. Correct.  
11:39:11 20  
21 JUDGE FAHERTY: Isn't that correct?  
22 A. Yes, that's correct.  
23  
24 JUDGE FAHERTY: So this paragraph here talks about Gunnes providing I think  
11:39:20 25 secure or that they would secure public support for the zoning. It's phrased  
26 in much more general terms?  
27 A. Yes.  
28  
29 JUDGE FAHERTY: But as I understand it the conversation that you had back on  
11:39:30 30 the 24th of June 1992 was by and large directed at specific or the object was

11:39:37 1 that a specific individual, namely, Mr. Brady?

2 A. That was the genesis of the meeting and the whole purpose of the meeting which

3 is not referred to or eluded to at all in the Statement of Claim other than in

4 the wider context of public support, which means nothing.

11:39:57 5

6 JUDGE FAHERTY: Yes.

7

8 CHAIRMAN: All right.

9

11:39:58 10 MS. DILLON: In fairness to Mr. O'Callaghan, there is one document that I

11 should put very briefly to Mr. Dunlop at 11717.

12

13 Q. 358 And this is an attendance of the 6th of April 1995 between Allied Irish Bank

14 and Mr. O'Callaghan and the proceedings are ongoing at this stage. And what I

11:40:12 15 want to draw to your attention is the second last paragraph where they are

16 discussing the litigation.

17 A. Yes.

18 Q. 359 He indicated they had got a letter from Gunnes claiming that they had been

19 promised a sole agency in Quarryvale. This agency related to Gerry Leahy,

11:40:26 20 Gunnes, Blanchardstown representative who had done some work for them in

21 relation to the rezoning". So that appears to be in the first instance an

22 acknowledgement that some work had been done by Gerry Leahy. But the matter

23 that I wanted to draw to your attention is the next sentence "No commitment had

24 been made by O'Callaghan in respect of the agency. What had been promised was

11:40:45 25 that O'Callaghan would find a role for Leahy in the development".

26

27 So in fairness to Mr. O'Callaghan, I wanted to put that document to you so that

28 Mr. O'Callaghan's position as recorded in the document of the 6th of April 1995

29 and to ask you does that accord with what you recollect?

11:41:02 30 A. Yes.

11:41:02 1 Q. 360 That Mr. Leahy would do some work in relation to the rezoning but that Mr.  
2 O'Callaghan had promised he would find a role for Leahy in the development?  
3 A. Yes. Two things, Ms. Dillon. One, the meeting with Mr. Leahy was the sole  
4 purpose of which notwithstanding any other conversation that took place about  
11:41:20 5 global matters in relation to property or property development. The sole  
6 purpose of the meeting was to ascertain what influence Gerry Leahy could bring  
7 to bear on Peter Brady's vote at the appropriate time in Dublin County Council.  
8 And secondly, that in a discussion that took place that Mr. O'Callaghan said  
9 that in the event of matters progressing or proceeding, that he would consider,  
11:41:46 10 think about a role for not Mr. Leahy personally but for Gunnes.

11 Q. 361 Because the document goes on to record on the attendance on Mr. O'Callaghan.  
12 "O'Callaghan is committed to his fulfilling his commitment to provide Leahy  
13 with a role but it had never been intended this would be a sole agent for the  
14 development which was the subject matter of the litigation whether or not they  
11:42:08 15 would be sole agents" isn't that right?

16 A. And you will recall that in answer to a question half an hour ago I did say  
17 that I was never clear from, and all of these documentations now give point to  
18 this. That I was never clear what exactly it was that Gunnes were claiming.  
19 How could Gunnes, an agency, be claiming sole agency in relation to the sale or  
11:42:27 20 lease on lands of the property of the size of Quarryvale? It's an  
21 impossibility.  
22

23 CHAIRMAN: All right. That concludes the sessions today, which is finishing  
24 early to facilitate Mr. Dunlop.

11:42:38 25

26 MS. DILLON: That's correct.  
27

28 CHAIRMAN: We are sitting tomorrow at ten o'clock.  
29

11:42:42 30 MS. DILLON: Ten o'clock until one and two to three with Mr. Dunlop.

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CHAIRMAN: All right.

**THE TRIBUNAL THEN ADJOURNED UNTIL THE FOLLOWING DAY,**

**WEDNESDAY, 1ST NOVEMBER, 2007 AT 10: 00 A.M.:**