

THE TRIBUNAL RESUMED ON THURSDAY, 8TH OF MARCH, 2007,

AS FOLLOWS:

CHAIRMAN: Sorry for the slightly late start. There's been something of a small technological glitch for the real-time recording facility.

MR. COUGHLAN: It's not available at the moment, Sir, and we will it have checked.

MR. DENIS O'BRIEN SENIOR CONTINUED TO BE EXAMINED BY

MR. COUGHLAN AS FOLLOWS:

Q. MR. COUGHLAN: Mr. O'Brien, I want to turn away now from the question of the identity of the person who wrote on the letters you received from Carter-Ruck because or have you found out who it is?

A. I can help you on that.

Q. Thank you.

A. Right. I was just trying to figure that out, really, what happened.

Q. Yes.

A. And what I believe happened is I was away on a journey if you remember, yesterday, I took full responsibility for the letter.

Q. I do.

A. OK. OK.

Q. I do.

A. I was away on one of my trips, business trips.

Q. Yes.

A. And obviously this letter was written read out to me on

the telephone.

Q. Yes.

A. I suggested the changes and the Secretary wrote them down.

Remember I said I don't know whose handwriting it is?

Q. Yes.

A. I suggested the changes, and then that is why it was a "pp" letter back to Ruth Collard. I think that is what happened, on reflection.

Q. All right. All right. Now but if we turn now and look at the letter you received or the two letters you received from Ruth Collard, the longer one addressed to you and a shorter one addressed to Messrs. William Fry, who were your solicitors, which she told you she had sent to Messrs.

William Fry, isn't that right?

A. OK.

Q. Now, those two letters, the one to you and to Messrs.

William Fry, clearly indicate that the City of London

Police did not have a concern about the police the

Carter-Ruck police file being made available to the

Moriarty Tribunal, isn't that correct?

A. Mm-hmm. Mm-hmm.

Q. Now, when those two letters arrived, the only appropriate response to an inquiry from this Tribunal would have been that the police had no concern, isn't that right, when those letters arrived?

A. Mm-hmm.

Q. Now, the letters were changed Sorry, I beg your pardon.

You asked Ms. Collard to change the letters by certain deletions and certain insertions, isn't that correct?

A. Mm-hmm.

Q. And that was in respect of the two letters, the long one to you and the short one to Messrs. William Fry's, isn't that right?

A. Mm-hmm.

Q. Now, after the changed letters came back, and they did, because she indicated she sent the changed letter to you and she told you she had sent a changed shorter letter to William Fry's, isn't that correct?

A. Mm-hmm.

Q. And the letter to you and the letter to William Fry's now indicated that the police had a concern, isn't that right?

A. They had a concern?

Q. That it moved from a situation where they had no concern to when the changes were made that there was a concern, isn't that right?

A. Changes made by me?

Q. Yes. To indicate that the police, City of London Police now had a concern?

A. Sorry, I want to be quite clear, Mr. Coughlan. Are you suggesting that I asked Ruth Collard to change the letters to make it look as if the police had a concern? Are you saying that, sorry?

Q. That was the effect of the changes, Mr. O'Brien, that was the effect

A. That I would ask a solicitor she was giving me advice.

I wasn't giving her advice.

Q. Right. Why did you ask her to change the letters at all?

A. Whatever happened, I was absolutely determined not to allow these people away with blackmailing me, and even whether incidentally, even whether the police pursued them or not, I had the intention of pursuing them personally, legally.

How dare they do such a thing?

Q. Let's concentrate on the issue now, Mr. O'Brien, and I know your views about them.

MR. McGONIGAL: Chairman, I am a little concerned for a number of reasons. Firstly, I am not 100 percent sure as to where this comes into the Terms of Reference in the issue that you are actually dealing with, as to whether or not there was involvement by Michael Lowry in relation to Doncaster Rovers. I can see where Mr. Coughlan may be coming to in relation to other aspects concerning the Tribunal, which I would have thought would have arrived at a later stage. But so far as this matter is concerned, it's clear from the correspondence that the English solicitors, through William Fry's, indicated the way that they thought the matter should be dealt with, and it was subsequently dealt with in that way when Messrs. LK Shields took over the file from William Fry's. And I am not quite sure where all this is going in relation to Mr. O'Brien's position in relation to the involvement of Doncaster Rovers. And I don't see it as being relevant or fair to

this witness at this moment in time.

MR. COUGHLAN: Well, the Tribunal conducted inquiries and made inquiries of Messrs. LK Shields. This is why I opened all of the correspondence, and this is not to cast any aspersions or reflect improperly on LK Shields in relation to this matter, and they were informed, the Tribunal was informed that the City of London Police had a concern which was shared by Messrs. Peter Carter-Ruck and which was the concern of Mr. O'Brien, and that, in those circumstances, that it would compromise their investigation and in those circumstances the Tribunal accepted that. The position now appears to be different, appears to be different. And Mr. O'Brien, in the course of his dealings with the Doncaster Rovers dispute, made a complaint of blackmail. The Tribunal has sought access to that information and it would appear, at the moment, that as a result of Mr. O'Brien this witness's interjections, the position of the City of London Police was appears to have been misrepresented to the Tribunal. It's a significant matter for the Tribunal to inquire into at this stage, Sir, with this witness.

MR. McGONIGAL: Just in relation to that, Chairman, I understand what Mr. Coughlan is saying. I don't accept that Mr. O'Brien, in any way, tried to do anything with the work of the Tribunal which impeded its progress or its inquiries, and that it is abundantly clear from the correspondence. And if I may, Chairman, if you just turn

to the William Fry letter which Mr. Coughlan was talking about, sent to them by Carter-Ruck, who were the solicitors dealing with this on behalf of Mr. O'Brien, they say in the last paragraph of that,

"In the circumstances, we believe that it would be preferable for any disclosure of the statements to the Moriarty Tribunal to take place on the basis that they should be dealt with in private and not in public as far as possible." And the "as far as possible" is taken out.

So Carter-Ruck at that time in, February of 2003, knowing what they knew about the relationship between the police and the investigation, were suggesting that the matter should be dealt with in private and not in public, so far as possible.

When they sent these changed letters to Mr. O'Brien, what they said was:

"I have slightly amended the letters as requested and sent the revised version through to William Fry. My revised letter to you and a copy of the letter to William Fry are attached."

So it doesn't appear that they had any concerns, one way or the other, in relation to what Mr. O'Brien asked them to do and they sent the letter as his solicitors. But then what appears to have happened is that the file was transferred to LK Shields sometime in or around September 2003, and in a letter of the 4th of February 2004, inter alia, LK Shields said,

"In the circumstances Messrs. Peter Carter-Ruck & Company have expressed a concern about" and that is at Tab 1 "about the material potentially coming to the attention of the parties who are the subject matter of the complaint in question. My clients share that concern. In the circumstances, I would be grateful if you could confirm the material relating to the complaint made to the police will be treated confidentially by the Tribunal and that in the event that the Tribunal ultimately determines it is necessary to hear evidence in relation to those matters, that the Tribunal will do so in private in order to ensure that the relevant ongoing police investigation is not prejudiced in any way."

What then happened was that there was a letter of the 21st of April 2004, which, inter alia, said,

"As you are aware from previous" this is again to the Tribunal "as you are aware from previous correspondence Westferry's English lawyers have expressed a concern that material relating to the complaint made by Westferry to the police might potentially come to the attention of the parties who are the subject matter of that complaint.

Westferry is advised by its UK lawyers that it ought not provide the Tribunal with the amended draft witness statement and probably should not have provided the Tribunal with the earlier draft witness statement. My clients are anxious to cooperate with the Tribunal. As you are aware previously, the Tribunal, while declining to

furnish certain confirmations requested by my client, set out the manner in which it intended dealing with material relating to the police complaint. In the circumstances of the legal advice which it has received, the Tribunal will appreciate that Westferry is reluctant to do anything that might put the police complaint in jeopardy. You will appreciate that causes my client some difficulties vis-a-vis dealing with the Tribunal and in its desire to continue to cooperate with the Tribunal.

"In order to address the situation in which my client finds himself, my client offers the following solution:

It will make available to me a copy of the amended draft witness statement which is the subject matter of your letter of the 16th of April, and I will, on a date agreed, attend the Tribunal's offices for the purpose of permitting the Tribunal's legal team to read the amended draft witness statement without making any copy thereof. On the basis of the information thereby imparted, will not subsequently use, save in correspondence with the Tribunal in this firm.

The client offers the foregoing as an interim solution and recognise that the Tribunal at some future date may wish to adopt a different procedure with regard to the amended draft witness statement and in that event it seems that if the amended draft witness statement is ultimately furnished by my client to the Tribunal, that it will fall within the scheme set out in the Tribunal's letter of the 4th of February."

That was replied to on the 22nd of April 2004,

"The Tribunal is fully aware of the concerns expressed by your client's English solicitors, Carter-Ruck & Partners, that material relating to the complaint might potentially come to the attention of the parties who are the subject matter of the complaint. The Tribunal is also aware of your understanding that this concern is shared by the Metropolitan Police. The Tribunal has already set out at some length its proposals to meet your client's concern, as you will be aware in the Tribunal letter. The Tribunal has noted your proposal and accepts the spirit in which these proposals are made and while it is regrettable that these proposals are not made within the last two-and-a-half months, the Tribunal is nonetheless prepared to proceed along the lines suggested subject of course to the Tribunal's entitlement to adopt a different procedure if it appears to the Tribunal that it is necessary for the purpose of its functions, either in the course of the private investigative work or in the course of its public sittings, to make wider use of the draft statement than that proposed in your letter under reply... intends telephoning you tomorrow morning with a view to arranging a private meeting."

The next letter is 5th of May 2004.

Mr. Garvey instructs me that he attended on the 30th of April at the Tribunal offices and with the statement and it was dealt with.

And then on the 5th of May the Tribunal write to

Mr. Garvey, saying:

"Thank you for attending at Dublin Castle on Friday last for the purpose of enabling the Tribunal to review the contents of your client's police statement of January 2004.

Arising from that review, the Tribunal wishes to secure the further assistance of your clients in relation to the following matters."

And they then set out a number of matters that are necessary for their further inquiries with which they then proceed. And on the 11th of May, then, there is another letter dealing with requests arising from all of those matters, and rather than open the full letter in paragraph in item number 6 in that, they talk about, in Mr. O'Brien's draft statements to the Metropolitan Police in support of his complaint against the representatives of Dinard, he referred to the receipt of a copy of Christopher Vaughan's letter of 25th of September 1998 for Mr. O'Connor's information which Mr. O'Connor provided to him in relation to source of that letter and the possible consequences of that letter becoming public. In his more recent statement, Mr. O'Brien indicated that the letter of the 25th was faxed to him from Mr. O'Connor's office without him having sight of it.

"Mr. O'Connor had left standing instructions with his secretary that any material received in this office in relation should be forwarded to your client. Mr.

O'Connor has informed the Tribunal that it was your client Mr. O'Brien made contact with him in late August or early September and asked Mr. O'Connor to meet with him. According to Mr. O'Connor they met in your client's office and in the course of conversation your client informed Mr. O'Connor that the DRFC project was still causing problems and as a result of that contact Mr. O'Connor agreed to attend a meeting with Messrs. Collard of Carter-Ruck and Mr. Craig Tallents. It appears from the Carter-Ruck file that as early as the 3rd of September, a meeting was being arranged in 2002, a meeting was being arranged with Mr. O'Connor in London for the following 10th of September and that your client Westferry specifically authorised Carter-Ruck to meet with Mr. O'Connor."

And it continues on, and there is no necessity to open the rest of it.

Then on the 3rd of August, there was another letter to Mr. Garvey, "Dealing with matters which were arising from the Tribunal's inquiries since the 5th of May last, endeavouring to obtain copies of two documents exhibited in your client's police statement of January 2004, copies of Vaughan's attendances on Mark Weaver, 18th of October and 22nd of May 2004."

And I think those are the only matters.

So actually there is a paper trail from beginning to end in relation to all of those matters dealt with by Carter-Ruck, the solicitors for Mr. O'Brien in London; Fry's, who are

the solicitors in Dublin; and then the Tribunal and LK Shields at a later stage. And the only thing that interposes into that is Mr. O'Brien's document of October 2000 of February 2003, and it seems to me that none of this is relevant to the issue as to whether or not Michael Lowry had an involvement in Doncaster Rovers, whatever relevance it may have to other issues. And that clearly would have to be discussed at the appropriate time. But it doesn't seem to me, at this stage, to be relevant to your inquiry at this time or fair for this witness to be asked to deal with solicitors' correspondence without the benefit of those solicitors' statements available to him.

CHAIRMAN: Thanks, Mr. McGonigal.

MR. COUGHLAN: Perhaps I should just say at this stage, Sir, that what is described in the correspondence did occur in relation to a draft witness statement of Mr. O'Brien. What the Tribunal did not have access to was the full police file, including draft witness statements which were being prepared for Mr. Christopher Vaughan, solicitor, in relation to matters. Now, the reason that I have dealt with this is that in this statement or memorandum of evidence in the final paragraph here, Mr. O'Brien has given evidence that he was extremely annoyed by the fact that an attempt had been made to blackmail him at the mediation meeting on the 27th of September 2002 and took advice from Carter-Ruck as to the action he could take to address it. He made a formal complaint to the Metropolitan Police and

subsequently made a written statement to them. And he went on,

"Subsequently in January 2004 the Tribunal sought a waiver of confidentiality from me in respect of, inter alia, the files of Carter-Ruck & Partners relating to the making of my complaint to the Metropolitan Police. My understanding at the time of the Tribunal's request was that Carter-Ruck had a concern which I understood was shared by the Metropolitan Police about the material potentially coming to the attention of the parties who are the subject matter of my complaint. Independently, I had similar concerns and was outraged by the blackmail which I had been subject to on the 27th of September 2002, and was very concerned that anything might be done that might have an adverse impact upon the chance of successful prosecution of those who attempted to blackmail me."

Now, I think Mr. O'Brien has very frankly admitted that when he received the letter from Ms. Ruth Collard, that he knew that there was no police that he was being told that there was no police concern and that Carter-Ruck didn't have a concern. As a result of his intervention, matters changed and letters were created which indicated that there was such a concern which was used for the purpose of informing the Tribunal of that concern which prevented the Tribunal because the Tribunal accepted that position and did not want to intervene or interfere with the police inquiries in this matter and the Tribunal

did not get access to the full file in relation to the matter, Sir, which contained draft witness statements made by Mr. or prepared for Mr. Vaughan.

CHAIRMAN: Well, it seems to me reasonably clear that what was known in relation to matters that genuinely pertained to the Doncaster transaction and what was conveyed in that regard to the Tribunal and the time-frame within which that may or have been done is a matter of potential relevance within the Terms of Reference. We have heard evidence yesterday in relation to the circumstances of the police complaint and the procedures with which in which Mr. O'Brien Senior was involved with the London Metropolitan Police and we have also heard evidence in relation to the circumstances of the change that Mr. O'Brien did direct in the letters in relation to the police view of the propriety of the papers relevant to the investigation being conveyed to the Tribunal. It does seem to me that the matter is of relevance. I do not feel it is necessary that they be pursued exhaustively with this witness.

Q. MR. COUGHLAN: Now, you know that proceedings were brought by your son against this Tribunal to prohibit this aspect of the inquiry?

A. Mm-hmm.

Q. I am not you had no involvement in relation to that?

A. No.

Q. You might have had a general understanding?

A. No, I didn't.

Q. But you weren't involved in that?

A. I was never even consulted.

Q. You weren't even consulted?

A. No.

Q. Very good.

A. I might have been out of the country, or something.

Q. I know, and I understand. But even as it went on, I take it you weren't keeping yourself up-to-date in relation to that matter?

A. Well, I didn't even know it was taking place.

Q. All right. All right. If I could just very generally indicate to you about that case, and at the time that the Tribunal had commenced looking at the Doncaster Rovers transaction some years ago?

A. Yes.

Q. It arose in those in the circumstances of a note appearing on Ruth Collard's file, making references to Mr. Denis O'Connor and the letter or fax or copy of the Christopher Vaughan letter making reference or addressed to Mr. Michael Lowry, referring to the question of Doncaster Rovers. You know the one that I am talking about?

A. Yes.

Q. Now, but at the time the litigation was being promoted, there was information

A. Excuse me, the time the litigation was?

Q. Was going on.

A. Which litigation?

Q. Sorry, Denis O'Brien against

A. And the High Court?

Q. against the Moriarty Tribunal, in the High Court.

A. Yes, fine, fine.

Q. And it went to the Supreme Court. In fact, it appeared in the court twice?

A. Yes.

Q. OK. On the leave issue and then on the substantive hearing?

A. OK, OK.

Q. But and again, I know you were brought in just to give a broad management on the Doncaster matter, to get it completed?

A. Sorry, a I was given the responsibility, not as a broad management; no one else was involved in trying to solve it at that stage but myself.

Q. Right.

A. Sorry.

Q. All right. But at the time that this litigation was going on, there was in existence in this jurisdiction documentation in the files of your solicitors where there was a reference to ML and Doncaster, isn't that correct?

A. You have lost me. What is the significance what is what is this about?

Q. This was the these are the facts

A. Pardon?

Q. These are the facts. That when this case was going on,

there existed in this jurisdiction

A. When the High Court case was going on?

Q. Yes.

A. Yes.

Q. There existed in this jurisdiction

A. Yes.

Q. documentation, the fax, this is the 1999 fax with the ML and the Doncaster association?

A. OK.

Q. The further documentation of seeking explanations in relation to it and all that transpired, that is in settling the matter with Kevin Phelan, isn't that right?

A. Yes.

Q. And that had not been brought to the attention of this Tribunal, isn't that correct?

MR. MCGONIGAL: How can Mr. O'Brien Senior deal with these matters? He didn't know anything about the High Court proceedings or the Supreme Court proceedings. He just told you that. How can he say what was on his solicitor's file or not on his solicitor's file? Mr. Coughlan got discovery of these if he wants to deal with it that way. Is it not time that he put questions to this witness that the witness is able to deal with.

CHAIRMAN: Well, I think, Mr. McGonigal, he has answered already. He said that it was the case that these documents were not conveyed to the Tribunal but he said that wasn't a matter over which he had given directions and it was a

matter in which he made reliance on the solicitors.

MR. COUGHLAN: Well, perhaps and perhaps you, again, may not be able to assist us in relation to this if we just it's a letter from your solicitors, Messrs. LK Shields, solicitors, addressed to the Tribunal, dated the 11th of April 2005. And one always presumes that solicitors are acting on instructions. That is the way the world works?

A. Yes, mm-hmm.

Q. "We refer to your two letters of the 24th March last. "We have anticipated that the Supreme Court judgement in Denis O'Brien junior v. Mr. Justice Moriarty might have been delivered by this time. Our clients are awaiting this judgement before taking any further steps in the Tribunal's inquiry, particularly involving the issue of Doncaster Rovers.

"It would appear that the Tribunal's investigations of this issue is outside the Tribunal's Terms of Reference and therefore ultra vires the Tribunal's powers pursuant to its Terms of Reference.

"In the circumstances our clients are not prepared to give any waivers regarding the Tribunal's inquiries into this issue nor to make any further documents available.

"Our clients wish to review this decision when the Supreme Court has given its judgement in the above matter.

"We formally call upon the Tribunal to review its decision to continue investigating the Doncaster Rovers issue in

light of the aforementioned proceedings."

Now, I know a lot of that is

A. Who signed that, please?

Q. That is signed by your solicitors. Now, I know a lot of that have is legalese and I know that that wouldn't be you would express something to your solicitor and your solicitor would put it into a legal form of language?

A. Yeah.

Q. But it's the the final paragraph:

"We formally call upon the Tribunal to review its decision to continue investigating the Doncaster Rovers issue in light of the aforementioned proceedings."

Now, I am not suggesting that you were involved in the proceedings. I am not suggesting that you had detailed knowledge of what was going on. You knew, in general, that there were proceedings in existence, isn't that right?

A. Are you talking about the High Court with my son?

Q. The High Court and the Supreme Court with your son?

A. I was not aware that that was going on.

Q. Ever?

A. Ever, until afterwards.

Q. Well your solicitors seem to be. Do you think somebody else was communicating with your solicitors?

A. Maybe they were writing on my behalf. I don't know what this letter is about, either.

Q. All right. All right.

A. I mean, what is the date of this letter, please?

Q. 11th of April 2005.

A. Well, I am sure if I looked at my travel diaries I was in the Middle East, or somewhere, at that time. I was not aware of the High Court proceedings, or of the appeal then afterwards.

Q. Right.

A. Or what was going on. I didn't have two words with my son. I am under oath.

Q. I accept that, Mr. O'Brien. It's just when so you don't know anything about this letter?

A. Absolutely nothing.

Q. And had you given authority to anyone to act or had to give instructions on your behalf?

A. No.

Q. In your absence, you know what I mean?

A. No, no. No one asked for me for the authority or anything else that you are talking about.

Q. Now, that is you personally. But what about Westferry, do you know of Westferry?

A. I have never been in contact personally with Westferry. I never spoke to anyone.

Q. All right.

A. Are you talking about the people in the Isle of Man? Is that where

Q. Yes.

A. No, no, I have never been in contact, I have never spoken with had any contact with them. Can I just emphasise

again to you, I have said it six times, Mr. Coughlan: I was involved in Doncaster, I was only interested in getting it it had been going on for years. I was interested in wrapping it up. What are the issues? Let's deal with them, let's finish with it. OK.

Q. Right. So all of this other stuff is a bit of a mystery to you, so, is that right?

A. It's unfair to say "mystery". It sounds as if I am a halfwit or something.

Q. Ah, no, I am not suggesting that for a moment.

A. I wasn't involved in it. There is no mystery about it. I don't think anybody is denying this, that all of this took place, so it's not a mystery, but I wasn't involved.

Q. But in any event, not only was there in existence, as you were aware, through your involvement, just I am just asking what you were aware of through your involvement, that there were documents in the files in William Fry's, isn't that right, your solicitors, which contained the ML Doncaster reference?

A. We have been through all that.

Q. Sorry, I am just asking you to confirm.

A. Yes.

Q. And there were references there to Mr. Denis O'Connor's involvement in relation to negotiations with Kevin Phelan and negotiations in respect of Dinard, isn't that right?

A. Yeah. Haven't we spoken about all this?

Q. Yes.

A. Haven't we agreed it.

Q. Yes.

A. Why are you going over it again?

Q. Just to be sure that we have it all correct, Mr. O'Brien.

And these were all in this jurisdiction? All that information was in this jurisdiction?

A. Mm-hmm.

Q. And witnesses who were amenable to the jurisdiction of this Tribunal had possession of such information, isn't that correct?

A. What does all that mean?

Q. I will tell you what it means.

MR. MCGONIGAL: Mr. Chairman, is Mr. Coughlan asking a question or making a speech to the people at the back of the room? But I wonder if he could confine himself to matters which Mr. O'Brien would know something about. This is very unfair to Mr. O'Brien.

CHAIRMAN: Well, I am anxious that Mr. O'Brien's rather long examination is not protracted and that it concludes this morning, but it is a matter of some materiality, Mr. McGonigal, that part of the submissions made to the High and Supreme Court was that this investigation into the licence and other aspects had lasted the duration of the Second World War and kindred matters. Now, there may have been something of a copyrighting element to that. I think it's not immaterial to show some of the obstacles that, on occasion, the Tribunal has to meet in eliciting relevant

information that may be material to it.

MR. MCGONIGAL: I have no difficulty with the Tribunal going into any of those matters in the right time and right way. But I think it's very unfair to be asking this witness, who said he knew nothing about those proceedings and nothing about some of the correspondence that was being dealt with between the Tribunal and the lawyers. And if Mr. Coughlan wants to deal with this, then he should choose a time and a place when the people that are able to deal with it will deal with it for him.

CHAIRMAN: Well, I have indicated Mr. McGonigal I don't think

MR. COUGHLAN: I accept what My Friend if My Friend can indicate the reason I am asking this witness is Mr. O'Brien is Westferry. That is the reason I am asking this witness because it arises in the course of Westferry's dealings. Now, I accept what Mr. McGonigal has said now and I'll have a discussion with him and find out who might be the appropriate witnesses to deal with this information.

CHAIRMAN: All right.

MR. COUGHLAN: Sorry, there is just one final maybe slipped my mind. Just have a look at

CHAIRMAN: Just while Mr. Coughlan is concluding, Mr. McGonigal, because of the slightly unusual situation of you appearing for both Mr. O'Brien Senior and Junior and Mr. Fanning being present on behalf of Mr. Lowry and Mr. O'Connor, I will leave it to the two of you which

sequence you might prefer.

MR. McGONIGAL: I don't think any of us will be very long anyway, Chairman.

CHAIRMAN: Oh, right.

MR. COUGHLAN: Sorry, I think I am not going to go into it in detail. Behind Tab 142 I am not going to ask to read it. It's reviewing the position about the police complaint and I think you are being informed that matters can't really proceed much further, isn't that correct?

Mr. Kallpetis hadn't kept a note of things and

A. Sorry to interrupt, Mr. Coughlan, reviewing the complaint about what?

Q. Ms. Collard or Carter-Ruck were having a discussion with you, just reviewing how things were going in relation to the police complaint?

A. The police complaint?

Q. Your police complaint?

A. OK.

Q. And we know that it hasn't proceeded, isn't that right?

A. Yeah.

Q. MR. COUGHLAN: Thank you very much, Mr. O'Brien

CHAIRMAN: Just a few questions in conclusion, then,

Mr. O'Brien, from the two other barristers.

THE WITNESS WAS EXAMINED BY MR. FANNING AS FOLLOWS:

MR. FANNING: Thank you, Chairman. Mr. O'Brien, I think you are aware that I represent Mr. Lowry and Mr. O'Connor in this matter. Just by way of confirmation, your evidence

as I understand it, is categoric and emphatic to the effect that Mr. Lowry had nothing to do whatsoever with the Doncaster Rovers deal?

A. Correct.

Q. He had no interest in Westferry?

A. Correct.

Q. And it would appear to be the position from the evidence of Mr. Vanderpump and Mr. Tushingam that the shares in Westferry were held by Walbrook Trustees (Isle of Man) Limited and were ultimately beneficially owned by the Wellington Trust, isn't that the position?

A. Yes, that is the position.

Q. And the sole beneficiaries of that trust are your son and other members of your family?

A. Correct.

Q. And Michael Lowry therefore had absolutely no financial interest in the purchase of Doncaster Rovers?

A. None whatsoever.

Q. And he was never intended under any of the arrangements that were being made to have any financial interest at any stage?

A. Absolutely not.

Q. Thank you.

THE WITNESS WAS EXAMINED BY MR. MCGONIGAL AS FOLLOWS:

Q. MR. MCGONIGAL: Just one matter, Mr. O'Brien. Just in relation to the last question that Mr. Coughlan asked you about the police and the fact that as to whether or not

they had "concluded" their procedures, to use that word?

A. Mm-hmm.

Q. And do we know that they have actually stopped?

A. I don't know what the position is currently.

Q. That is what I thought was your position?

A. No, I don't know what the position is currently.

Q. Thanks.

CHAIRMAN: Right. Thanks very much, Mr. O'Brien. I am sorry it was a long enough haul for you.

A. I am grateful. Thank you, Sir.

CHAIRMAN: Thank you.

THE WITNESS THEN WITHDREW.

CHAIRMAN: Very good.

MS. O'BRIEN: Mr. John Ryall, please.

MR. JOHN RYALL, HAVING BEEN SWORN, WAS EXAMINED BY

MS. O'BRIEN AS FOLLOWS:

CHAIRMAN: Good morning, Mr. Ryall.

Q. MS. O'BRIEN: Morning, Mr. Ryall. Thank you very much.

A. Morning.

Q. Now, Mr. Ryall, the Tribunal received a Memorandum of Intended Evidence from you this morning, and I am sure as you will appreciate, the Tribunal really hasn't had much time to consider it and its contents. But I am going to open it to you, get you to confirm its contents and then we can get on with your evidence based on the documents, if that is all right with you?

A. Mm-hmm. Is it in this?

Q. Do you have a copy of it with you, your memorandum that you furnished the Tribunal with this morning?

A. No, I don't.

Q. Now, you say you commenced working with Island Capital, a company owned by Denis O'Brien Junior, in March 2001. You had no involvement with the investment in Doncaster Rovers Football Club Limited until June 2002. You are, and you were then, aware that Westferry Limited, the main shareholder in Doncaster Rovers Football Club Limited, is owned by the Wellington Trust. You were aware that a dispute existed in relation to certain funds retained when the investment was acquired, that Aidan Phelan was handling this investment and was seeking to have the dispute referred to mediation.

You say that in late June 2002 Aidan Phelan requested that you assist Mr. Denis O'Brien in resolving the retention funds dispute and you take on the day-to-day responsibility for overseeing the development of the Doncaster Rovers stadium.

In this regard, in June 2002 Aidan Phelan and you Aidan Phelan and you met with Mr. Mike Clinch, a planning consultant based near Sheffield, who had been looking at planning alternatives for the site near Doncaster. You have had prime responsibility for dealing with Mr. Clinch since then. You were also aware that Mr. O'Brien Senior was attempting to resolve a dispute in relation to fees due to Mr. Kevin Phelan who had introduced the Doncaster project

to Westferry and had been involved in running the Doncaster project in the initial period. You were not involved in the negotiations held to resolve that dispute but you were aware that William Fry had been instructed to act for Westferry. You were also aware that Mr. Kevin Phelan received $\frac{1}{2}$ 150,000 in full investment of fees due to him in respect of the Doncaster project.

In late July 2002 you were formally authorised by Westferry to give instructions on its behalf to Carter-Ruck in relation to the mediation litigation. You made contact with Ruth Collard of Peter Carter-Ruck & Partners. By this time Dinard had agreed to have the dispute referred to a mediation hearing and the initial decision was to select the mediator. Carter-Ruck provided you with background information of a possible mediators and also documentation relating to the claim and detailed back-up information on each element of the retention disputes.

To obtain an understanding of both the Dinard claim and Westferry's counterclaims in addition to many discussions with Carter-Ruck you also had discussions with Aidan Phelan and with Craig Tallents who acts as accountant to Denis O'Brien who had been responsibility for settling the liabilities of Doncaster Rovers Football Club Limited.

Based on these discussions you prepared, for Mr. O'Brien Senior, an analysis of the likely amounts due to each side.

You say that in early February 2002 Mr. O'Brien Senior advised you that Mr. Denis O'Connor had offered to assist

in the resolution of the retention dispute and Mr. O'Brien Senior requested that you arrange with Mr. O'Connor to meet with Carter-Ruck to discuss the issues involved. You understood that Mr. O'Connor was to act as a facilitator between Westferry and Dinard. You obtained authorisation from the Directors of Westferry on this basis and you advised Carter-Ruck.

It was also agreed that, given his knowledge of the specifics of each claim, Craig Tallents should also attend the meeting.

You say that the meeting with Mr. O'Connor took place on the 10th of September 2002 and Mr. O'Connor having obtained some additional information and clarification provided his assessment of the retention dispute. His assessment largely accorded with the analysis that you had prepared.

You say that as Craig Tallents was due to attend the mediation hearing to assist in dealing with both the detail of the retention claims and the amounts due under the general warranty claim he agreed to travel to Dublin on the 16th of September. Mr. O'Brien Senior and you met with him for about two hours. Mr. Tallents provided you with background information on efforts to resolve the retention dispute and went through each element of the claim.

He referred to the meeting with Denis O'Connor and queried what his role was. Mr. O'Brien Senior advised that Mr. O'Connor was not acting for Westferry but had offered to help resolve the dispute. Mr. O'Brien Senior told

Mr. Tallents that he was somewhat unclear as to why

Mr. O'Connor had offered to help.

Later that afternoon, Ruth Collard telephoned you. She advised you that Craig Tallents had phoned her following your meeting and had advised her that Denis O'Connor was not acting for Westferry and that you were puzzled as to what his role was. She advised that she had understood that Mr. O'Connor was acting for Westferry and that she was concerned that both Craig Tallents and herself had provided Mr. O'Connor with confidential information on the understanding that he was acting for Westferry. You advised that you had made clear to her when setting up the meeting that Mr. O'Connor was acting as a facilitator.

Ruth Collard expressed concern about the meeting that Denis O'Connor had advised was due to take place with representatives of Dinard as she was concerned that she was not if he was not representing Westferry then it was unlikely that the meeting could be held on a without prejudice basis and could damage Westferry's case should the mediation hearing not succeed. She suggested that if the meeting was to take place it should be on the basis it was held on a without prejudice basis. You asked her to confirm that in writing.

You say that following receipt of the letter from Ruth Collard you advised Mr. O'Brien Senior of her concerns about the proposed meeting and its possible impact on Westferry's position if the meeting was not successful. He

agreed that it would be better to cancel the meeting and proceed with the mediation hearing. You believed that he telephoned Denis O'Connor to advise him of this decision and thanked him for his assistance.

You say that on Thursday the 26th of September 2002 you accompanied Mr. O'Brien Senior to London. That afternoon you met with Richard Lord QC, the barrister acting for Westferry, Ruth Collard and Kate McMillan of Carter-Ruck.

You discussed the mediation processes the merits of the claims on both sides, the retention fund and the strengths and weaknesses of your counterclaim.

You say that on Friday the 27th of September 2002 the mediation hearing was held in the chambers of Michael Kallpetis, the agreed mediator. Westferry was represented by Mr. O'Brien Senior, Richard Lord QC, Ruth Collard, Kate McMillan, Craig Tallents and you. Dinard were represented by Mr. Ken Richardson, Mr. Mark Weaver, Mr. Peter Cranfield and Mr. Reg Ashworth. The mediation began with the mediator explaining the process and introducing the various parties present. Both legal teams set out their positions on the dispute. The Dinard legal team accepted immediately that their claim regarding the non-payment of $\frac{1}{2}$ 250,000 into the retention account represented a double claim as this amount was already covered by specific retention items. The meeting then went through each of the items under dispute. The main areas of contention were the expenditure in respect of the safety certificate, where Mark Weaver

claimed that you had carried out works over and above those required to secure the safety certificate, the amounts due under the tax retention and the general warranty claim.

The Dinard representatives claimed that the balance sheet at the date of completion included liabilities incurred post completion.

The two counterclaims were also the subject of dispute with Mark Weaver indicating that you had recruited staff which brought the weekly wage bill over $\pounds 3,000$ and that if those on the pay roll when Dinard showed its shareholding many were on YTS schemes and were not being paid by Doncaster Rovers.

Mr. Richardson was also upset by the claim for the car park lease and denied that he had misled you. During this session Mr. Richardson left the hearing for a short time to take a telephone call.

Now you say that the morning session proved inconclusive as Dinard were adopting a confrontational position. The mediation broke up for lunch. During this break, Craig Tallents, Richard Lord and you went through each retention item to establish what you thought was the likely outcome.

You were largely agreed that Dinard was due approximately $\pounds 620,000$ from the total retention fund, plus interest or somewhere between $\pounds 720,000$ and $\pounds 770,000$, depending on what interest rate was used.

You say that during the lunch break the mediator advised that Mr. Richardson had requested a private meeting with

Mr. O'Brien Senior and with you. That you and Mr. O'Brien Senior agreed to this. You say that this meeting began at about 1:45 p.m. The mediator accompanied you to the room where the meeting was held. Mr. Richardson requested that the meeting be held in the absence of the mediator but Mr. O'Brien Senior insisted that he stay.

Mr. Richardson and Mr. Weaver made a speech about the history of the transaction, the various problems that they had encountered. Mr. Richardson made various claims about the involvement of Mr. John Ryan, Chairman of Doncaster Rovers Football Club, in relation to the fire that had taken place in the stadium prior to Westferry's purchase of Dinard's shareholding.

The discussion then moved on to various inquiries that Mark Weaver said he had received from Irish journalists including Colm Keena and a journalist representing 'Reilly'. They went on to indicate that they had documents linking Michael Lowry to Doncaster Rovers and stated that they had been approached by several phone companies, one based in Ford Lauderdale seeking to acquire Dinard.

Mr. Richardson advised that the call he had taken earlier that morning was from his lawyers in Switzerland as pressure was being put on him to sell. He then offered to sell to Westferry/Dinard and all its papers $\frac{1}{2}$ million plus the amount held in the retention account. He was looking for over $\frac{1}{2}$.4 million. To put this figure in context, the total retentions amounted to approximately $\frac{1}{2}$ 770,000. So

with interest the most that Dinard was due was

approximately $\frac{1}{2}$ 900,000.

You say that Mr. Richardson indicated that if Westferry bought Dinard the High Court action would not proceed and that the documents would therefore not come into the public domain. Mr. O'Brien Senior advised him that you had come to resolve a dispute over retention amounts not to buy Dinard or documents. The mediator also advised that this was the purpose of the process and that if Dinard had other issues to resolve with Westferry, he was not aware of them and they were not covered by the mediation.

Mr. O'Brien Senior then indicated that he was prepared to provide the mediator in writing with a settlement figure and requested that Dinard do likewise. The Dinard representatives discussed and argued amongst themselves for a few minutes and then reduced their asking price to $\frac{1}{2}$ 1.5.

You say that both Mr. O'Brien Senior and yourself, at that stage, felt that there was little point in continuing with the meeting and that you rejoined your colleagues. This meeting with Mr. Richardson and Mr. Weaver lasted about 45 minutes. You say Mr. O'Brien Senior informed your advisors as to what had happened and indicated that he believed the High Court proceedings would proceed. You discussed the amount that would need to be paid into court.

The mediator was present for the initial part of the update but then left to speak with Dinard and their legal team.

He returned to advise that Dinard's counsel wished to speak

to you. Mr. Cranfield was clearly taken aback at what happened but made reference to his client "having issues".

Mr. O'Brien Senior indicated that he had not come to London to be blackmailed and had no fear of going to the High Court.

Mr. Cranfield then returned to speak with his clients and the mediator made a number of visits to each side. After a number of offers from one side and counter offers from Dinard, the dispute was settled by the payment of €300,000 together with a release of the retention account which held approximately €440,000. The total settlement of €740,000 was in the range which you had calculated during the lunch break.

Whilst you were waiting for the settlement to be reduced to writing, you discussed what would you do about the blackmail attempt. Your barrister mentioned the responsibility of making a complaint to the police and suggested that you should make a note of the meeting as soon as possible.

You made your notes of the meeting over the next number of days. On your return to Dublin you advised the directors of Westferry of the outcome of the mediation hearing and of the blackmail attempt. You advised that you should make a complaint to the police. You also asked them to write to Mr. Christopher Vaughan to clarify the ownership of Westferry. A letter was sent to Mr. Vaughan on the 17th October 2002. Mr. Vaughan replied to Peter Vanderpump on

the 23rd October 2002. This letter was sent by fax to you.

Mr. Vaughan made reference to Michael Lowry and to the Glebe Trust. He also made reference to certain secretarial and legal issues. Mr. Vanderpump advised you that he intended to acknowledge the letter, having brought the secretarial and legal matters to your attention.

I asked him to advise Mr. Vaughan that you would deal with the points that he had raised but otherwise agreed with Mr. Vanderpump's approach and Mr. Vanderpump did so by letter dated the 25th of October 2002.

On October 30th 2002, you telephoned Mr. Vaughan and advised him that he was being replaced as Company Secretary and that you would attend to the other issues raised. You also asked him did he wish to continue to act in relation to property matters. He confirmed that he was willing to do so and you indicated that you should meet with him and your planning advisor Mike Clinch. Due to other commitments this meeting did not take place until January 2003 when David Sykes, a fellow director of Doncaster Rovers Football Club Limited and you met with Michael Clinch and Christopher Vaughan in Doncaster.

Following the conclusion of the mediation, Mr. O'Brien Senior commenced the process of lodging a complaint of blackmail against Messrs. Richardson and Weaver.

Carter-Ruck assisted in the preparation of this statement.

In December 2002 Mr. O'Brien Senior attended at Snow Hill Police Station in London, the police indicated that they

would get an initial view from the Crown Prosecution Service. It took some months to get a response and Mr. O'Brien Senior was then asked to finalise his statement. A meeting was held with the police in the offices of Carter-Ruck in December 2003.

In January 2004 the police attended at your offices at 1 Grand Canal Quay and both Mr. O'Brien Senior and you signed formal statements in relation to the blackmail complaint.

You say that in addition to the meeting with Mr. Vaughan in January 2003, you have met him on two other occasions, once in Doncaster which you believe was in August of 2003 and in March 2006 when you had lunch with Mr. Vaughan and his wife, when Mr. Vaughan was in Dublin to attend a dinner of the Faculty of Notaries.

Since 2003 you have spoken by telephone with Mr. Vaughan on various occasions. The most recent of these was on February 8th last in relation to an incident that had taken place on the Doncaster Rovers grounds on February 7th 2007.

The majority of these calls related to matters relating to Doncaster Rovers Football Club Limited, renewal of car park lease, licence arrangements with the football team, following their promotion back to the football league and issues relating to the disposal of the interests held by Doncaster council and Doncaster Rovers Football Club Limited. A number of the calls related to correspondence received by Mr. Vaughan from the Tribunal and in particular

to the Tribunal's request to meet him.

The first such discussion took place in May of 2003,

Mr. Vaughan advised you that he was reluctant meet the

Tribunal as he had met them in 2001 and felt that the note

prepared of this meeting did not adequately reflect the

discussion that had taken place.

You say that you suggested to Mr. Vaughan that in order to

avoid a repetition of this situation, that any further

meeting with the Tribunal that he should be legally

represented and requested a full note be made of the

meeting. You understand that he instructed the firm of Max

Engel's and a number of dates for a meeting were suggested.

You were copied on this correspondence.

You believe that the next time you spoke with Mr. Vaughan

in relation to the Tribunal was in May or June of 2004 when

in the course of a conversation on commercial matters

relating to Doncaster, Mr. Vaughan asked had the Tribunal

concluded, as he had not heard anything for some months.

As you had recently received a letter from the Tribunal you

indicated that you thought it would be likely that the

Tribunal would be in touch with him again.

You say that Mr. Vaughan has sent you copies of various

letters he has received from the Tribunal and you conclude

your statement by saying that you have never spoken to nor

met Michael Lowry, Kevin Phelan or Denis O'Connor. You

believe you did speak with Mr. O'Connor's office to confirm

that the authorisation for Mr. O'Connor to meet with Ruth

Collard and Craig Tallents had been received.

And your statement is dated today's date, the 8th of March, 2007.

And if you could just confirm that the contents of your statement are correct, Mr. Ryall?

A. I do, yes.

Q. Thank you. Now, Mr. Ryall, in your statement you say that you joined Mr. Denis O'Brien's organisation in 2001, is that right?

A. That's right, yes.

Q. And you joined Island Capital Limited, is that correct?

A. Island Capital yes.

Q. And could you explain to me what the function of Island Capital Limited is within Mr. O'Brien's overall business organisation?

A. Well, there are two elements to it.

Q. Yes.

A. It's essentially a sort of a family office. There is a small team of about six people.

Q. Yes.

A. And we look after Mr. O'Brien's sort of general business affairs on a sort of a global basis.

Q. Yes.

A. Obviously, there are specific teams that run each of his businesses, but we have a sort of an overall global picture of what is going on and we obviously manage his relationships with his banks.

Q. Yes.

A. And accountants and solicitors, et cetera.

Q. Right. So it's the responsibility of Island Capital Limited to keep an overview, globally, of Mr. O'Brien's affairs?

A. That's right.

Q. And also to deal with the financial aspect of his affairs, would that be fair to say?

A. We would, yes.

Q. So it would be kind of the treasury end of things?

A. It would be a sort of treasury function as well, that's correct.

Q. And are you a qualified accountant and is that your area of expertise?

A. I am, yes.

Q. When you joined in 2001, what was your role at that time?

A. Well, I essentially a treasury role but obviously as I think when we when I joined the bid for Eircom was ongoing.

Q. Yes.

A. So I was heavily involved obviously in the financing, putting in the financing arrangements in place for that bid.

Q. Yes.

A. You know it's a sort of a general, we don't get involved in the detail of the specific basis, you know. The only things that we would probably manage on a detailed business

is the property portfolio.

Q. The property portfolio?

A. Yes.

Q. Right. And as the years developed from 2002 on to the current day, 2007, has your involvement altered at any point?

A. Yes, I would probably be spending probably 70/80 percent of my time working on the Digicell business.

Q. I see. I see. When you joined in 2001 and indeed in 2002 when you became involved in aspects of Westferry matters

A. Mm-hmm.

Q. did you report to anybody directly within Island Capital?

A. I reported to David Sykes.

Q. You reported to David Sykes and does that continue to be the position?

A. That continues to be the position, yes.

Q. Now, for Mr. O'Brien's evidence which we have heard over the last number of days and indeed from the documents which the Tribunal has had access to, your involvement in all of these was in relation to the litigation between Dinard and Westferry?

A. That's right, yes.

Q. Now you also appear to have had a role in assisting Mr. Mr. O'Brien in relation to the police complaint?

A. Yes, in providing some

Q. And then you had ongoing dealings with Mr. Christopher

Vaughan relating to the Doncaster property?

A. Yes, mm-hmm.

Q. And indeed that has touched on some of the Tribunal's dealings with Mr. Vaughan, isn't that right?

A. Yes, it has, yes.

Q. Now, apart from this Westferry project, did you work on any other properties or any other matters with Mr. Denis

O'Brien Senior?

A. No.

Q. So this was the only one that you dealt with Mr. O'Brien Senior in?

A. The only one. Sorry, that may be slightly incorrect.

Mr. O'Brien is the chairman of the P.G.A. golf business

Q. Yes.

A. so I obviously have worked on that, which is largely a property business, even though

Q. Yes, but you became very closely involved in relation to Westferry and would I be correct in thinking that in terms of that level involvement, this would have been the only project that you worked on at that level with Mr. O'Brien Senior?

A. Yes, because it was a very intensive period because there was a short period of time between getting involved and the mediation hearing taking place.

Q. And I think Mr. O'Brien Senior really referred to you as the person who dealt with the detail for him. Would that be fair enough?

A. I believe so, yes.

Q. Now, I think we see really your first significant formal involvement was on the 26th of July 2002 and I will just refer to you that document. Do you have book 2 of the yellow books of documents? It's volume 83 and it's entitled "Document Book 2." Do you have that in the witness box with you? If I can just ask to you look at Tab 83.

A. What book is it called?

Q. It's book 83 and the sub title is, "Document Book 2."

A. And what Tab is it?

Q. It's Tab 81.

A. Yes.

Q. And this is just the authorisation from the people in the Isle of Man, Mr. Vanderpump and Mr. Tushingham and so forth, from Westferry Limited to Carter-Ruck to take instructions?

A. That's right, yes.

Q. Now, we didn't see much involvement of you, Mr. Ryall, in relation to the Kevin Phelan dispute, but I think you have referred to it in your statement, isn't that right?

A. Yes, I was aware of some general facts. One was that there was a development of $\text{€}150,000$ being discussed because obviously as part of our treasury role, we were going to be paying that.

Q. You were dealing with $\text{€}150,000$ that came from Westferry?

A. Yes. And secondly, that William Fry were acting for us and

I think I can't I can't recall for definite but I think I think I would have spoken to Chris Tushingham in Westferry to arrange to get the instruction to.

Q. In relation to that?

A. to allow them to act for Westferry in this dispute.

Q. Yes. And did you have any dealings directly with Mr. O'Connell in relation to the Kevin Phelan dispute?

A. No, I haven't, no. I think he may have phoned to arrange the authorisation.

Q. Yes he did?

A. But apart from that, I had no dealings with him.

Q. And what about Mr. O'Sullivan in William Fry, did you have any dealings with him?

A. No.

Q. And Mr. Breen?

A. I have no idea who he is, so...

CHAIRMAN: The whole notion of Island Capital Mr. Ryall, just looking at Mr. O'Brien Senior's affairs, would it be fair to say it was a formalised structure that was set up early in the new century to accommodate the fact that Mr. O'Brien Senior's affairs had become larger and more global?

A. Yes.

CHAIRMAN: And previously matters that maybe Mr. Aidan Phelan looked after on a more localised basis had become too big?

A. Yes, I think that would be correct, would be fair fair

comment.

Q. MS. O'BRIEN: Now, Mr. Ryall, you were aware that ultimately a settlement of $\text{€}150,000$ was reached

A. Yes.

Q. with Mr. Kevin Phelan, and you were aware, presumably, that Mr. Kevin Phelan had had a role in relation to Doncaster Rovers, were you?

A. Yes, I would have been aware from obviously the review of our file and you know discussions with Aidan Phelan when I got involved.

Q. Yes?

A. Yes.

Q. Yes, of course. Now, we heard from Mr. O'Brien Senior and indeed it's documented in the documents that are available to the Tribunal that really the $\text{€}150,000$ was never a significant issue between Westferry and Kevin Phelan.

Westferry was quite happy to pay the $\text{€}150,000$ and that in the course of the dealings between William Fry and Woodcock, Mr. O'Brien Senior decided that he would look for a narrative from Mr. Kevin Phelan about his involvement in the Doncaster dispute and he felt that that might be of some use to you in relation to the bigger picture, which is how he described the litigation in London. Do you remember that?

A. No, I have only seen the documentation subsequently that the Tribunal has provided but I wasn't aware at the time.

Q. Were you aware that in the course of the correspondence

that passed between William Fry and Woodcock regarding that matter, that Mr. Kevin Phelan's solicitors produced a fax dated the 11th August 1999, from Mr. Kevin Phelan addressed to Mr. Aidan Phelan, regarding Doncaster in which there was a reference to ML, meaning Michael Lowry, and an indication that all queries should be referred regarding Doncaster to Aidan Phelan. Were you aware of that?

A. No I wasn't, no.

Q. And were you aware that that had caused in particular William Fry a concern and that various inquiries were then made and an explanation and effectively a retraction was sought from Mr. Phelan through his solicitors?

A. No, I wasn't aware at that time.

Q. Right. Can I ask you then to go on in the book, to document 99, which really brings us to the first involvement of Mr. Denis O'Connor, and before I open that document, I think it's clear from your statement and I'd rather assumed, indeed, Mr. O'Brien Senior's evidence that through August and September, so far as this litigation was concerned, your focus was on preparing for the mediation at the end of September?

A. Yes, it was essentially from August because as you can see from that letter, it was the 27th of July or something.

Q. Late July?

A. I would have been on holidays previously to that anyway.

Q. Of course.

A. Yes.

Q. And you needed to read yourself into this. It's not unusual litigation, it's a kind of reasonably straightforward numbers-based commercial litigation but there was a fair amount of detail in it and you would have needed to read yourself into that, is that true?

A. Yes.

Q. And I think you were briefed, I think you said by Mr. Aidan Phelan, is that right?

A. Yes, more so on the counter claims because obviously they were more, you know, the retention issues were for specific amounts. There was a question had the liabilities arisen or not and apart from the general warrants claim which was partially a definition question going back to the contract, but there are two counterclaims I spoke to him about just to get a feel for it and see if I could understand what they were about.

Q. Yes. And your dealings were principally with Ruth Collard I think and Peter Carter-Ruck and with Mr. Craig Tallents who was then with Morton Thornton?

A. He was actually with Barnes Roffe.

Q. He was with Barnes Roffe at that stage? Yes. You are right, he moved over there in 2001. We see here behind document 99 a letter from Denis O'Connor to Craig Tallents and indeed we have opened this letter I think on two occasions already in the course of the hearings, but it's a letter, effectively, from Mr. O'Connor referring to a conversation that he had with Mr. Tallents in the previous

week indicating that he had been speaking to Denis O'Connor Senior on the previous Friday who had authorised this approach, indicating that he was trying to settle the position between all the parties including the retention and other claims issues with the vendors, indicating what he was trying to get in terms of information and commenting that with that in hand, he believed he might be able to get the basis of a full settlement, all claims settled and withdrawn and then over the page he said that he had to be in London on the 11th of September and he was wondering if it would be possible to meet them on the Thursday the 10th and he asked if there were any brief overviews that they might contact his solicitors his Secretary and then he said:

"Can you keep this as confidential as possible for obvious reasons. Also, I am fully aware of the ADR process" I think Alternative Dispute Resolution process. You see that?

A. I do, yes.

Q. And that is dated the 2nd of September, 2002. But I think it's clear from it there had been a contact and indeed Mr. Tallents confirmed that he recalled that Mr. O'Connor had telephoned on the previous week, which I think probably would have been the last week of August?

A. I think that's right.

Q. Can you tell me when you heard about Mr. O'Connor having any involvement or role in this dispute and litigation that

you had been working on?

A. I believe that Mr. O'Brien told me either on that Friday or the following Monday and I can't recollect which day.

Q. Yes.

A. that he had met with Mr. O'Connor who had offered to assist in trying to resolve this dispute. He asked:

"Will I arrange to set up the appropriate authorisations for Mr. O'Connor to meet with Ruth Collard and Craig Tallents?", which I did subsequently. He said to me that, you know, his role is, he is a go-between, a facilitator.

He hopes to be able to meet the Dinard people and bring a conclusion to this dispute. We didn't have any contact with them, you know, neither Mr. O'Brien or myself had obviously been involved in the original purchase of this property. So we did not have any access to these people.

We didn't know them and he felt that it would be useful if a direct meeting could be held.

Q. And did you get the impression then that Mr. O'Connor knew these people?

A. I understand that he knew Mr. Kevin Phelan.

Q. That he knew Mr. Kevin Phelan?

A. Yes, yes, who seemed to be keeping in touch with these people. That was I think what Mr. O'Brien said to me.

Q. That he had been keeping in touch with these people?

A. Yeah.

Q. Right?

A. We were, you know, going back to the documentation that

Peter Carter-Ruck would have provided to me, you know, that it would have been clear from that correspondence that Mr. Phelan did appear to be in contact with the Dinard people.

Q. Right. Right. But that Mr. O'Connor had been be in contact?

A. No, not Mr. O'Connor, Mr. Phelan.

Q. Mr. Phelan?

A. Yes.

Q. I see. And you said there that neither you nor Mr. O'Brien Senior had been involved at the early stage in this, so you really didn't it was because of that that you had had no involvement or that you had had no contact with Mr.

A. No. What I said was that neither Mr. O'Brien or I had been involved when the acquisition which took place in 1998.

Q. And why did you think that Mr. O'Connor would be in a position to help out?

A. Because I understood he knew Mr. Phelan who appeared to be in contact with these people.

Q. Yes. And what did you know about Mr. O'Connor at that time when Mr. O'Brien Senior said that he was going to help out by meeting Mr.

A. I knew he was an accountant. I knew that he represented Michael Lowry.

Q. Yes.

A. from obviously the previous hearings in the Tribunal.

Q. Yes.

A. But apart from that, as I think I had never met him so

apart from that, that is all I knew about him.

Q. Right. Right. Did you ever mention to Mr. O'Brien Senior or indeed did you ever mention it directly to Mr. Aidan Phelan that this is what was being proposed, that Mr. O'Connor was going to try and assist in securing a settlement?

A. No.

Q. No?

A. No.

Q. Now, Mr. Tallents was clearly in touch with you because you e-mailed Ms. Collard on the following day, the 3rd of September and you will find a copy of your e-mail behind flag 101?

A. Which number?

Q. 101, just behind tab 101. And it's from John Ryall to Ruth Collard:

"Date: 3rd September 2001."

Just the time.

"Subject: Meeting with Craig Tallents and Denis O'Connor.

I understand from Craig that he has scheduled a meeting for next Tuesday between Denis O'Connor, you and Craig Tallents with a view to progressing the retention issue. Denis O'Connor is not representing either Westferry or Dinard but may be able to assist in resolving matters. I have requested the directors of Westferry to authorise you to attend the meeting with Mr. O'Connor and to discuss matters in relation to the retention amounts. You should receive

this authorisation either later this afternoon or first thing tomorrow.

"Regards,

John Ryall."

So there you clearly know that a meeting has been set up or that attempts were being made to set up a meeting for the following Tuesday and you are informing Ruth Collard that Denis O'Connor is not representing either Westferry or Dinard, isn't that the case?

A. That's right.

Q. You are making that very clear, I think in fairness to you?

A. Clear, yes.

Q. And you say that Mr. O'Connor may be able to assist in resolving matters?

A. Yes.

Q. So it's quite clear that your understanding, at that stage, on the 3rd of September, is that all of this activity and all of this involvement of Mr. O'Connor and his trip to England and his meeting with Ms. Collard and Mr. Tallents is with a view to him to assist in resolving matters?

A. That's right, yes.

Q. Did you know at that time of any earlier involvement of Mr. O'Connor with Mr. O'Brien Senior, either in relation to the litigation or in relation

A. I think he may have mentioned that when he asked me to set up the meeting in the first place.

Q. He may have mentioned?

A. That he had been involved in assisting him in resolving the fees dispute with Kevin Phelan

Q. The Kevin Phelan dispute?

A. Yes.

Q. Now, we know that you went ahead and you got the Mr. Vanderpump in the Isle of Man to send a formal authorisation to Ruth Collard to meet with Mr. O'Connor and that is just behind Divider 107. That was on the 9th of September, and we know that the meeting proceeded on the 10th of September, which was the following Tuesday, and in fact I think we have an attendance there of Ruth Collard of that meeting. That is at Divider 108. Now, I don't think I need to open that attendance to you Mr. Ryall, but there is just one matter that I want to draw your attention to in Ms. Collard's statement, to ask you about it. Ms. Collard in her statement and I think it's really clear from your subsequent dealings with her, appears to have been under the impression, as of the 10th of September, that Mr. O'Connor was representing Westferry, notwithstanding the terms of your e-mail of the 3rd of September. I think you probably know that, don't you?

A. Yes, mm-hmm.

Q. And if I can just refer to you what she said in her statement. It's at paragraph 5 of her statement and her statement is in Tribunal book 80, behind Divider 1.

I am just going to read it out to you:

"I understood the purpose of the meeting with Denis

O'Connor on 10th September 2002 to be to discuss a potential needs of settling the litigation which Denis O'Connor might be able to help with. Craig Tallents and I were to take him through the main points of the litigation and brief him for a meeting he was going to attend with Ken Richardson. So far as my understanding of the capacity in which he attended the meeting is concerned, having looked at my file, this is not straightforward. I note that in an e-mail dated 3rd September 2002 John Ryall told me that 'Denis O'Connor is not representing either Westferry or Dinard but he may be able to assist in resolving matters'. "However, at some point prior to the meeting a week later, my understanding of this changed as by the time of the meeting both Craig Tallents and I believed Denis O'Connor to be acting as a representative of Westferry. I cannot see from my file when it was that my understanding changed but in a telephone conversation with John Ryall on the 16th September 2002 and in a letter to John Ryall dated 17th September 2002 I said that I understood from him that this was the case."

That is just what she said in her statement about that point.

Now, can you assist the Tribunal at all, Mr. Ryall and maybe you can't, as to how Ms. Collard's understanding, I mean she is a careful solicitor, she is a professional person of considerable experience, how her understanding could have changed so fundamentally between the 3rd of

September and the 10th of September, as to Mr. O'Connor's capacity?

A. Well, I certainly can't tell you because as I said, I was always of the under the impression that he was acting as a go-between, and that was

Q. Ah no I mean I am not suggesting otherwise and as I pointed out in your e-mail of the 3rd of September you made that very clear. She wouldn't have been under any misunderstanding. I wonder could you help me on this: Do you know whether Ms. Collard was in touch with anybody else or taking instructions from anybody else between the 3rd and 10th of September other than yourself, that is anybody else on behalf of Westferry?

A. I would imagine the only other person she would have been talking about this matter was Mr. Tallents, because you know

Q. Well, Mr. Tallents had never met Mr. O'Connor.

A. Well, I am saying in relation to the meeting, because obviously the meeting was being arranged between those two parties and Mr. O'Connor. That is the only other person I could think that she would have been in touch with.

Q. Right. You don't know if she was in touch with anybody else that might have been involved with Westferry?

A. No, no.

Q. Now, we know that Mr. O'Connor did a substantial amount of work on the figures that were provided to him by Craig Tallents and Ruth Collard in the course of that meeting,

and if you just turn to Divider 110, we see a Mr. O'Connor's fax to Ruth Collard and also to Craig Tallents and I am not going to go through all of this at all, Mr. Ryall. It's just simply the work that he was doing. And I wonder, was a copy of that fax sent to you, as well? Were you kept informed?

A. I think we were given a copy of this, all right, yes.

Q. Sorry, Mr. Ryall?

A. I think we were given a copy of this by

Q. You were given a copy?

A. Yes.

Q. And do you know would you have been sent it by Mr. O'Connor or would you have been sent it by?

A. I would think by Carter-Ruck.

Q. They would have forwarded it to you?

A. Yes.

Q. So you would have had that around about the 11th of September, which was the week before you had your meeting with Mr. Tallents in your office in Dublin on the Monday?

A. That's right, yes, yes.

Q. And again, I suppose Ms. Collard would have kept you apprised of the exchanges of e-mails she was having with Mr. O'Connor and really what was happening at her end in relation to Mr. O'Connor?

A. I don't recall, to be honest with you.

Q. Can I just take you to Divider

A. I have seen them obviously subsequently but I can't recall.

Q. Of course, that is fair enough, I understand you wouldn't.

If I just take you to 115. That is actually an e-mail from Denis O'Connor to Ruth Collard on the 16th of September, and that is the same day, the Monday, when you were having your meeting in Dublin with Craig Tallents. And she just refers to one or two matters and at the very end of that e-mail, the last sentence she says he says,

"We are trying to establish meetings for this coming Friday morning."

That would have been the following Friday, the 20th. Now, can you recall on that Monday were you aware that Mr. O'Connor's meeting or Mr. O'Connor was trying to set up a meeting with Mr. Weaver and Mr. Richardson for the following Friday, the 20th?

A. I don't believe I was aware of the precise details. As I said, I knew that he was he was trying to set up a meeting because obviously that was the purpose.

Q. Of the exercise?

A. of arranging the meeting with Carter-Ruck in the first place but I don't think I was aware of the precise details of when that meeting was to take place.

Q. Did you have any idea about how he was trying to do that or how he was going about setting up a meeting with Mr. Weaver and Mr. Richardson?

A. I think I said earlier that I understood that he was he knew Mr. Kevin Phelan and the meeting was being arranged via Kevin Phelan.

Q. Through Mr. Kevin Phelan?

A. Yes.

Q. Now, if we just go across the page, jump to 117. And before I refer you to that, we know that and you have referred to it, I think, in your statement, that you had had this meeting set up for quite a while with Mr. Tallents in Dublin?

A. Yes.

Q. on the 16th. And I suppose that was with a view to finalising matters in terms of the mediation which was scheduled for the following week?

A. Which was still continuing, obviously, yes.

Q. And it was a fairly lengthy meeting that you had with Mr. Tallents?

A. I think we had I think he came around 11:00.

Q. Yes.

A. The meeting ended about 1:00. We had lunch. He headed back to the airport.

Q. Yes. I think he said that?

A. Something like that. It may have been ten to one, but it was two to three hours.

Q. Yes. And I think at some stage, I think I read in the documents that he would have reviewed, the contents of the position statement with you that had been prepared for the mediation?

A. Yes, I think the format of the meeting was that Mr. O'Brien attended the first part of the meeting.

Q. Yes. That is Mr. O'Brien Senior?

A. Senior, sorry, yes.

Q. Yes.

A. Which was a sort of a general background. He gave us a bit of a background to, you know, his dealings in Doncaster over the years.

Q. Yes.

A. His dealings, obviously, in trying to resolve this dispute, his earlier efforts to try to resolve the dispute with Weaver and Richardson.

Q. Yes.

A. And I think in the course of that, you know, Mr. O'Brien Senior asked him about the meeting he had had with Denis O'Connor and Ruth Collard, how did it go, that sort of thing.

Q. Yes.

A. And I think made some remark that you know, he wasn't quite sure why Denis O'Connor was getting involved.

Q. Yes. Yes. You think it was Mr. O'Brien Senior who made that remark?

A. Yes, it was, yes.

Q. And had you ever discussed with him why Mr. O'Connor was getting involved?

A. All he said to me was that because he had this access to Mr. Phelan, who seemed to have a certain influence on the Dinard people, that he was hoping that, you know, that would help resolve matters. And I think he has said on

numerous occasions, he was very keen that this thing be wrapped up as quickly as possible.

Q. And did you know that at the time - presumably you did - that Mr. O'Brien Senior considered that Mr. Kevin Phelan was a dishonest person?

A. I wasn't aware of that, no.

Q. He didn't tell you that?

A. No.

Q. And in fact, I think he told us in evidence that he went further than that, and he said that he considered that the inclusion of the fax from Mr. Aidan Phelan of August of 1999, in which reference was made to ML, was an attempt to blackmail him by Mr. Kevin Phelan. You didn't know that?

A. No, no.

Q. Now, we now that Mr. Tallents rang Ms. Collard on his way to Dublin Airport that evening in relation to his concerns arising from the meeting. Did he tell you at that meeting that he thought it was dangerous for Ms. Collard to be involved?

A. No, no.

Q. He didn't?

A. He didn't, no.

Q. Was there much discussion over the fact that Mr. O'Connor wasn't being paid by Westferry?

A. Not really, no. As I said, it was a very general conversation, you know, given the colour of the case, you know. Mr. Tallents had a long history of meetings and he

told us all about the arson attack in the stadium and all this kind of thing. So it wasn't really discussed for very long.

Q. Do you remember, it was Mr. Tallents who brought up the fact that Mr. O'Connor wasn't being paid? Of course he couldn't have known did you know at that stage?

A. He may have asked, I assumed he was being paid in response to Mr. O'Brien's comment.

Q. I suppose it was natural enough because Mr. O'Connor had done quite a lot of work, hadn't he, when you think of him meeting them in London, prepared quite the lengthy fax? So I suppose it would have been reasonable enough that he Mr. Tallents thought there would be a fee for that?

A. Yes.

Q. Just if I can you to turnover again to Tab 118 and this is Ruth Collard's attendance on her call to you, just to put it into context . I think Mr. Tallents telephoned Ms. Collard from Dublin Airport, he recounted to her what had happened in the course of the meeting, that it became apparent that Mr. O'Connor wasn't acting on behalf of Westferry and that he had concerns and he asked her would she telephone you and she then duly did so?

A. She did.

Q. And now she records as follows:

"RC attending call out to John Ryall.

"Ruth Collard said that she had just had a call from Craig Tallents regarding Denis O'Connor which had concerned her.

She said she had understood from John Ryall that Denis O'Connor was acting for the O'Briens. John Ryall said that that was not the case and that they had been puzzled about why Denis O'Connor had wanted to become involved. Ruth Collard said she was now concerned about the material and information which she and Craig Tallents had given to Denis O'Connor. She was also concerned about the meeting going ahead at all. She had exchanged e-mails with Denis O'Connor only this morning in which she had emphasised that she wanted him to have an agreement in writing that it would take place on a without prejudice basis. Without that, the meeting should certainly not go ahead.

"Agreeing that Ruth Collard would drop John Ryall a line regarding her concerns for him to consider. John Ryall said he had been through the draft position statement with Craig Tallents and was happy with it. Ruth Collard said she had spoken to Richard Lord about this and he was also content with the document, so that we could now finalise it."

And she records you as having said to her that you were puzzled about why Denis O'Connor had wanted to become involved, and do you remember whether that puzzlement, if you like, had arisen right at the very start when you were told that Mr. O'Connor was going to get involved?

A. Well, I think the note just doesn't quite properly accurately reflect the conversation.

Q. I see.

A. Because I think what she said was that Craig Tallents had said that Denis O'Connor is not acting for the O'Briens.

Q. Yes.

A. And that we are puzzled why he is involved, you know, and then I may well have repeated that comment back to her.

Q. Right.

A. But the context was that she was repeating to me or telling me what Craig Tallents had said to her.

Q. Yes. But that was on the basis of what you and Mr. O'Brien Senior had said to him?

A. Yes.

Q. at the meeting that day?

A. Yes.

Q. Can I just ask you to look at Ms. Collard's letter to you then of the 17th of September 2002?

A. I think I should say that the the note, a lot of what is in the letter was actually discussed on the.

Q. On the telephone?

A. On the telephone call.

Q. I see. Well, we will have a look at the letter. And it's addressed to you. It's dated the 17th of September 2002.

And she says:

"Dear John,

"I write further to our telephone conversation yesterday evening.

"As you are aware I was extremely concerned by what you told me regarding Denis O'Connor. I had understood from

that you Mr. O'Connor was acting in negotiations with the claimants as your representative. This is the basis upon which both Craig Tallents and I went into the meeting with Mr. O'Connor and I am sure Craig would agree with me that, during the meeting, Mr. O'Connor also represented his position in this way. Given this, to learn that he is not, in fact, your representative and that, indeed, you do not know what 'he is getting out of this' causes me to have grave doubts about allowing him to go forward to a discussion with the claimants. Craig and I were both candid with Mr. O'Connor regarding the issues and your prospects of success. While I made clear to him that what I told him was confidential and not to be disclosed to the other side. I now wonder whether I should doubt his reassurances in this regard. Some of the information would undoubtedly be damaging tactically if disclosed to the other side. For example, that we have previously discussed making a payment into court and that we are likely to discuss this again after the mediation. If this comes to the claimant's attention prior to the mediation it will reduce their incentive to settle then as they may consider they would be better off waiting to see what level of payment might be made afterwards. If I were representing them, I might well advise them in this way.

"The other concern which I have about the proposed meeting is that it should take place under the protection of 'without prejudice' negotiations. I raised this with

Mr. O'Connor at our meeting and also in an e-mail yesterday. Attached to this letter are copies of a fax he sent me last week and our subsequent exchange of e-mail. As you will see, I believe that that it should be agreed in writing before the meeting that it will take place on a without prejudice basis. The importance of this is that what is said at the meeting cannot then be used against you in the future in the litigation. This protection will apply to the mediation and is designed to encourage parties to be as open as possible during negotiations. If negotiations take place without this in place, any concession suggested by Mr. Conor could then be used against you and we could find ourselves with an application to strike out various parts of your defence.

"There is a further difficulty with this now, however, in that if Mr. O'Connor is not, in fact, acting as your representative, it is questionable whether the protection of without prejudice can, in fact, apply to negotiations when these are not between the parties to the litigation.

"In the circumstances, my preference would be for the proposed meeting involving Denis O'Connor not to go ahead due to the concerns I have outlined above. If you wish it to continue, I would advise the following.

"1. That steps are taken to clarify with Mr. O'Connor precisely what he sees as his role and what he hopes to attain himself as a result.

"2. That he undertakes not to disclose to the defendants

any confidential information or make any sorry, that he undertakes, I do apologise, not to disclose to the defendants any confidential information or make any concession whatsoever purportedly on your behalf regarding the litigation. His role would be simply to find out what the other side might be prepared to settle for. I would suggest that such an undertaking should be in writing.

"3. That he agrees with the claimants in writing before the meeting that this is to be on a without prejudice basis.

"I am sorry to be so negative about the position with Mr. O'Connor, as he may be someone through whom a settlement can be achieved. As you know, this is something which I have considered is desirable since the inception of the litigation but it is only recently, despite previous efforts, that we have been able to progress in relation to this, by setting up the mediation. I am, however, concerned by recent developments as set out above.

"If there is anything you would like to discuss arising out of the above please do not hesitate to telephone me."

So that is the advice that you got from Ruth Collard.

Now, who did you bring that letter to the attention of?

A. To Mr. O'Brien Senior.

Q. And did you bring it to anybody else's attention?

A. No, no, no.

Q. Did you discuss it with Mr. O'Brien Senior how best you should proceed?

A. We certainly did because I think the points that had been made in the letter were fairly powerful and it was a very strong case for not going ahead with the meeting and I think you know, our conclusion after reading the letter was that we shouldn't we should proceed with the mediation and not with the Denis O'Connor approach.

Q. Well, tell me did you give any consideration to securing the three steps that Ms. Collard had suggested should be taken?

A. I think we felt that, you know, given the reputations of the Dinard people, that even if they signed something, that it probably wasn't going to be worth the paper it was written on.

Q. This is in terms of "without prejudice"?

A. Yes, yes.

Q. I can understand that. It's just that Mr. O'Connor had been brought in, he put a lot of time into it. Obviously Mr. O'Connor Senior must have had considerable faith in him. He had assisted in sorting out the Kevin Phelan dispute and I am just a little surprised there wasn't a meeting with Mr. O'Connor?

A. There was a telephone conversation with

Q. There was a telephone conversation with him?

A. Mr. O'Brien had a telephone conversation to advise him that having taken legal advice, he was going to go with the mediation route.

Q. Right. And do you recall when that conversation was, were

you in the room at the time?

A. It would have been probably the afternoon of the 17th.

Q. The afternoon of the 17th, which was the Tuesday?

A. Yes.

Q. And do you recall was it a lengthy conversation or a short conversation?

A. No I don't believe so. I think it was in the I was in the room, it wasn't on the speaker phone, but I would think the conversation lasted a matter of minutes, two or three minutes.

Q. And did Mr. O'Brien Senior explain to Mr. O'Connor what the difficulty was?

A. I think he just took the decision that let's call you know, take the advice that Carter-Ruck have given us. It's very clear-cut, and he just said he phoned Mr. O'Brien.

I think he just said:

"Thanks for all your help on it but we are going to go with the mediation route. You know we are only a week away or so from it".

She had certainly made a very strong arguments, and it's taken ages for us to persuade the Dinard people to go the mediation route, now we are almost there, let's not weaken our case by telling them what we what our strengths and weaknesses are in advance of that, where we have some protection.

Q. Do you recall did he explain the legal advice that had been obtained from Ruth Collard?

A. No, he didn't, no.

Q. He didn't?

A. No.

Q. He didn't tell Mr. O'Connor?

A. He didn't tell Mr. O'Connor.

Q. What the problems, the procedural problems were?

A. No. He had taken a decision, "let's go the mediation route".

Q. Did you get the impression at that stage that Mr. O'Connor had the meeting set up with Mr. Weaver and Mr. Richardson?

A. I don't know. I can't recall, I certainly wasn't aware of a specific date.

CHAIRMAN: It's ten to one, Ms. O'Brien. There is a little to cover yet. So, I think, perhaps Mr. Ryall we might break for lunch now and we will take up the balance of your evidence at 2:00. Thank you.

THE TRIBUNAL THEN ADJOURNED FOR LUNCH.

THE TRIBUNAL RESUMED AFTER LUNCH AS FOLLOWS:

MS. O'BRIEN CONTINUED TO EXAMINE MR. JOHN RYALL AS FOLLOWS:

Q. MS. O'BRIEN: Just before we move on to the mediation and all that followed from that, Mr. Ryall, there is just one matter I want to return to. And that is just one aspect of the matters that you discussed on the 16th of September, both with Mr. Tallents in the course of the meeting and afterwards with Ms. Collard in which you and Mr. O'Brien Senior appeared to have questioned or expressed puzzlement as to what Mr. O'Connor would get out of the whole matter

and why he had sought to become involved. I am just wondering at that stage, you had written to e-mailed Ms. Collard and said that he wasn't representing Westferry and that he wasn't representing Dinard, isn't that right?

A. That's right, yes.

Q. So he wasn't representing Westferry or Mr. O'Brien Senior or Mr. Richardson or Mr. Weaver. Now, who did you understand that he was representing in terms of representing the interests of in the course of that whole process?

A. I didn't think he was representing anybody. My assumption was that, if he could succeed in settling this dispute it would stand him in good stead within sort of the Denis O'Brien group and possibly he would get some future work out of it. That was my understanding, you know, sorry, that is how I saw his role but as I said I didn't have any discussions with anybody as to what his role was.

Q. I know you may not have had any discussions with anybody but did you think it was just form of practice expansion by Mr. O'Brien, is that what you are saying?

A. I think that is what we thought, it was a difficult case, if he could prove that, you know, that he could solve it, it would be a feather in his cap and he might get some future business out of us in due course.

Q. Well, do you think that is why he also got involved in the Kevin Phelan dispute and sorting out the reference to ML in that correspondence I referred you to?

A. Well, I really don't know what his involvement was, so I can't really comment on that.

Q. Did you know that he had been involved in attempting to resolve a complaint that Kevin Phelan had made against Craig Tallents to the Institute of Chartered Accountants?

A. No, no.

Q. Or indeed against Mr. Aidan Phelan and Mr. Bryan Phelan on what had been their practice, Bryan Phelan & Partners?

A. No.

Q. And you didn't know that Mr. O'Connor had involved himself in those, either?

A. No, I did not.

Q. OK. So we come to the mediation on the 27th of September in London. That was the following week. And I think in your statement you had said that you travelled over with Mr. O'Brien Senior the day before and you had a meeting with Craig Tallents and Ruth Collard to review matters?

A. That's correct.

Q. And then you actually attended the mediation meeting itself on the 27th of September in the chambers of Mr. Michael Kallpetis which was in the temple in London?

A. Mm-hmm.

Q. And we have read the detailed attendance note that was kept by Ms. Kate McMillan and also the note of the side meeting, that is the meeting, direct meeting between you and Mr. O'Brien Senior and Mr. Richardson and Mr. Weaver that took place over the lunchtime period?

A. Yes.

Q. And I think it's possibly in your statement or perhaps in some other correspondence that that had been prepared by you and Mr. O'Brien Senior in conjunction with each other, isn't that right?

A. That's right, yes.

Q. And you prepared that in the days following the actual mediation meeting?

A. Yes, that's right.

Q. So you would have actually prepared that, I think you called it an aide-memoire, probably back here in Dublin, would you the following week?

A. Yes, mm-hmm, that's right.

Q. And can I just ask you, before you attended that mediation, did you know that Mr. O'Brien Senior had received a copy of a letter dated the 25th of September 1998 from Mr. Christopher Vaughan to Mr. Michael Lowry which suggested that it was Mr. Vaughan's understanding that Mr. Lowry had a total involvement in Doncaster Rovers?

A. No, but I think Mr. O'Brien had mentioned at the Thursday afternoon meeting with Carter-Ruck that he had received some correspondence but he did not detail what it was.

Q. And did that then come as a complete surprise to you when he mentioned it at the meeting?

A. It did, yes.

Q. Did you see a copy of the letter or did you ask to see a copy of the letter?

A. I didn't see a copy of the letter. I don't think he had it with him. I think I saw the letter for the first time when we returned to Dublin when we started to do the police complaint.

Q. Right. I wonder could I ask to you speak up a little bit.

I am not sure whether your microphone is actually on and we don't have the real-time recording system operating at the moment. It probably is on. So you hadn't heard about it before you went to London, and the very first occasion on which you heard about it was when Mr. O'Brien Senior mentioned it the day before, the evening before, the afternoon before

A. The afternoon, yes.

Q. at the meeting in Carter-Ruck with Ruth Collard, Kate McMillan and Craig Tallents?

A. I actually don't think Craig Tallents was there. It was with Richard Lord

Q. Right. It was the solicitors and the two of you?

A. Yes.

Q. Right. And it came as a complete surprise to you at that stage?

A. Yes, it did, yes.

Q. And were you puzzled that Mr. O'Brien Senior, who you were working on with this and you were the one who was authorised to give instructions on behalf of Westferry, hadn't mentioned this to you?

A. Not really, because as I said, he was involved he was

the prime person responsible for dealing with this dispute,

not me.

Q. I see?

A. My role was to review the paper work, you know, go through the numbers.

Q. I see.

A. But he was the person who, you know, was authorised to deal with this.

Q. I understand that. And can I just refer you then to the attendance, I am not going to open it, as I said, but just going to refer you to the fact that after the meeting, that is the second page of it, this is the main attendance, not your own attendance, after the side meeting when you and Mr. O'Brien Senior returned to the room that you were sharing with the solicitors?

A. Which number is this?

Q. Sorry, I am very sorry. It's it's 121A. And you will see Kate McMillan's attendance is the first document and your aide-memoire is the second document?

A. Mm-hmm.

Q. All right. And if you just go over to the second page of it, in the middle of the page you will see:

"See John Ryall separate note prepared in conjunction with DOB senior for the contents of that meeting."

That is the side meeting. You see that there?

A. Yes.

Q. So that kind of marks the meeting and marks, if you like,

the point where you returned to the room in which Kate McMillan was and Ruth Collard and Craig Tallents, you see that?

A. Yes.

Q. And I think Mr. O'Brien Senior described in his evidence that he was livid at what had happened in the course of the side meeting, isn't that right?

A. He was, yes.

Q. And he was very annoyed by it and as he said himself, he had come to London with a view to settling the litigation and the last thing he wanted to do was to buy Dinard for $\frac{1}{2}$ million, isn't that right?

A. Mm-hmm. That's correct.

Q. And then the note goes on to record Mr. O'Brien Senior referring to the fact of the letter and that prior to the mediation he said it records:

"Denis O'Brien Senior said that two to three days prior to the mediation Denis O'Brien Senior had received a message via Kevin Phelan via Denis O'Connor via Ken Richardson that Ken Richardson had a letter which was damaging to the O'Brien family and if Denis O'Brien Senior wanted the letter to disappear he should meet the claim in full."

You see that?

A. I do, yes.

Q. And was that much the same as he had recounted to Ruth Collard and to Kate McMillan the previous day?

A. I can't recall.

Q. You can't recall?

A. I don't think he was as definitive on the previous day.

Q. He was as detailed the previous day is that what you said?

A. I said I don't think he was as definitive on the previous day.

Q. I see on the previous day. And then over the page again it's recorded, just about two-thirds down the page:

"Denis O'Brien Senior repeated that two days ago he had got a message saying that it was in his best interests to settle the matter." You see that there?

A. Yes.

Q. And again, that presumably reflected, there or thereabouts, what he had said the previous day but perhaps not as definitively?

A. Yes, I think so, yes.

Q. Now, I think after that, as you say, the matter was settled and you returned to Dublin and you went about finalising the aide-memoire that you had that you drafted in conjunction with Mr. O'Brien Senior?

A. Yes.

Q. And there had been some discussion, I think, and it's recorded in Ms. McMillan's attendance that there might be a possibility of making a complaint to the police regarding both the incident that occurred in the course of the mediation and the earlier incident involving the threat that the contents of the letter would be revealed?

A. Well, I think it would be fair to say it was really more to

do with the threat, the blackmail attempt at the mediation.

Q. At the mediation?

A. Yes.

Q. Right. In any event you received a letter on the 4th of October and that was addressed to you. Do you see that there?

A. Mm-hmm.

Q. Sorry, it's at Divider 123. You see that?

A. Yes, I do, yes.

Q. And obviously, either after the mediation or at sometime between the 27th of September and the 4th of October, somebody must have mentioned to Ms. Collard the revelation of the letter as being a possible other event constituting blackmail because she addressed that equally in her effectively opinion letter advices addressed to you on the 4th of October, do you see that?

A. I do, yes.

Q. And she said, I am not going to read it all out, I am just going to briefly summarise parts of it. She says:

"Dear John,

"As requested, I write to advise on the action which might be taken in relation to.

"(i) The threats made by Ken Richardson and Mark Weaver during the course of the meeting held between them and Denis O'Brien Senior and yourself in the presence of the mediator Michael Kallpetis, QC, at the mediation on the above matter on the 27th of September, 2002.

"(ii) Ken Richardson's threat to Denis O'Brien Senior in the course of the above proceedings to reveal a letter, allegedly damaging to him, to the Moriarty Tribunal unless Westferry agreed to pay the full amount of the claim at the mediation.

"She says although (i) above took place in England I understand that (ii) took place in Ireland, although I would be grateful if you would confirm the position."

And she then goes on to say that she can't advise about the position under Irish law and she sets out I suppose what the law is under the Theft Act of 1968 in England and Wales. And then she goes on to indicate the penalty where a person is found guilty of blackmail and she says then in the second-last paragraph on that first page:

"I consider that both of the events described at (i) and (ii) above could constitute blackmail."

You see that?

A. I do, yes.

Q. Then in the next paragraph she says:

"I am of the view that it may be appropriate for Denis O'Brien Senior to take action in respect of Ken Richardson's threat to reveal the letter. The threat is likely to be of interest to the Irish police. I do not know what the letter says but there may also be some offence of attempting to pervert the course of justice or its Irish equivalent in relation to the Moriarty Tribunal.

I am not sure what the evidence is in relation to this

threat, however."

She said then:

"I consider that the police are less likely to be interested in the threats that were made at the mediation."

And then she goes on to point to an evidential difficulty arising out of the position of Michael Kallpetis, you see that?

A. I do, yes.

Q. And then she proceeds to refer to the allegation that John Ryan might have had an involvement in relation to an SAS soldier and an arson charge and she says:

"Accordingly, I consider it may be appropriate to send a letter to Ken Richardson making clear that the allegation is untrue and putting him on notice that the O'Brien family will not hesitate to take action against him."

Then she says: "In addition, it might be helpful to set out in writing to Ken Richardson and Mark Weaver that Kevin Phelan no longer has any connection to the O'Brien family to set the record straight in this regard.

"Please do not hesitate to contact me."

And she says that: "As we have discussed, I have held back the letter to Ashworth regarding confidentiality while you consider these matters."

Can you tell me, by the 4th of October when you received that letter had you seen a copy of the letter of the 25th of September 1998 yourself?

A. I think I had, yes.

Q. Now, when you received that letter, did you bring it to Mr. O'Brien Senior's attention? I presume you did?

A. Which letter is this?

Q. This letter. The 4th of October addressed to you?

A. Yes, I would have, yes.

Q. You brought that to Mr. O'Brien Senior's attention?

A. Yes.

Q. Now, did you bring it to anybody else's attention?

A. No.

Q. Do you remember discussing it with Mr. O'Brien Senior?

A. I think we did, yes, yes.

Q. Well do you remember that you did?

A. Not a 100 percent but I am pretty certain we did because I think the following on from that we then started to do the police complaint statement.

Q. Right. And can I just ask you, there, you see that she has referred to the matter of Irish law. I think it's clear enough from her letter that what she is what she is really recommending is that the matter of the threat to reveal the letter, which was the threat made in Ireland prior to the mediation, she considers to be the more, I suppose, serious matter that the Irish police would be interested in but she has put in a caveat that she couldn't advise on Irish law. Do you recall whether you or Mr. O'Brien Senior went to William Fry or to any other solicitor or indeed lawyer to ask for their view on the position under Irish law?

A. Not that I am aware of.

Q. Could you tell me why that would be, because here you have your solicitor in England saying that a more significant of the two events and the one in which there would probably be the more police interest was the one that occurred here in Ireland, and she can't advise on it. Now, I would have thought in the ordinary course it might have been sensible to ask perhaps Messrs. William Fry or any other solicitor that you might be using, to let you know what the position was under Irish law?

A. I don't really know why, because as I said, the only involvement I had was in relation to the blackmail at the mediation and I wasn't aware of how the other letter had come into Mr. O'Brien's possession at that stage.

Q. Right. But can you confirm that as far as you know, no advice was taken from an Irish solicitor or an Irish law on that?

A. As far as I am aware, yes.

Q. Now, the next document is an attendance of Ruth Collard's telephone call from you from you and Mr. O'Brien Senior. And Mr. O'Brien Senior in his evidence to the Tribunal has confirmed that this was an accurate account of the telephone call. You see that?

A. Yes, mm-hmm.

Q. "RC attending call in from Denis O'Brien and John Ryall. "DOB thanked RC for her letter regarding the blackmail complaint which he said had been extremely helpful. He

said that the first point he would make was that the letter he had received had not been directly from Richardson or Weaver but had come from Denis O'Connor. Denis O'Connor had informed him that he had got the letter via Ken Richardson from Kevin Phelan. Denis O'Brien Senior said that at the time he had been trying to figure out Denis O'Connor and had to be friendly to him.

"Denis O'Brien Senior said the question was where we went from here. Ruth Collard said that she thought the option was open to them to make a formal complaint. She was not very optimistic about the prospects of a successful prosecution, however, as it seemed to her it was difficult from the point of view of the evidence. She was not sure how interested the police would be.

"Denis O'Brien Senior said he would like to make a complaint and he would like Ruth Collard to remain as his solicitor for that purpose. Ruth Collard suggested that she drafted something. Ruth Collard said she would like a copy of the letter which had been sent to Denis O'Brien Senior prior to the mediation. Denis O'Brien Senior said he was not sure if he wanted to pursue the Irish complaint at the moment as it might prove embarrassing for Denis O'Connor and for Michael Lowry. He felt that he would like to pursue the complaint relating to London and then, at least, if this came up during the Tribunal at any time in the future, he could say that he had already reported the matter to the police.

"Ruth Collard said she would draft something appropriate and send this to Denis O'Brien Senior."

You see that?

A. I do, yes.

Q. And that is really exactly what has happened, isn't it, Mr. Ryall? The complaint was made to the City of London Police?

A. That's right, yes.

Q. And when the Tribunal took this matter up in January 2003 with William Fry, who were then acting for Westferry, they came back and they said:

"This matter is being reported to the City of London Police and here is Denis O'Brien Senior's police statement."

A. Yes.

Q. Isn't that the position?

A. That's right, yes.

Q. Now, in that attendance, Ms. Collard is recorded and again, remember, Mr. O'Brien Senior has confirmed that this was accurate, that Denis O'Brien Senior said at that time at the time he had been trying "to figure out" Denis O'Connor and had to be friendly to him. You see that?

A. I do, yes.

Q. What was your understanding that have Mr. Ryall, why did Mr. O'Brien Senior wanted to be friendly to Mr. O'Connor?

A. I have no idea what he meant by that.

Q. What do you think he might reasonably have considered would be a reason for having to stay friendly with him?

A. I really don't know what he meant by that.

Q. I see. Now, I think Mr. O'Brien Senior explained to us in his evidence that he dealt then with Ruth Collard regarding the progressing of the police complaint, isn't that right?

A. Yes.

Q. And you assisted him in that?

A. I would have helped out, yes.

Q. Yes. And would you have liaised with Ruth Collard in relation to all of those matters.

A. Yes, I would have, yes, mm-hmm.

Q. And I think we know from the letter from William Fry solicitors and indeed it's in your statement, that is the letter dated the 21st of January 2003, which is at Divider 113 in the book, that Denis O'Brien Senior first attended Snow Hill Police Station with a solicitor, Ruth Collard, on the 12th of November 2002, that he was interviewed by the police. That he provided a draft statement to them, a copy of which was enclosed with that letter with a manuscript reference to a final version and they were instructed that the police reverted to Ruth Collard on the 20th of September 2002 requesting clarification on certain matters contained in the original draft statement. These queries were dealt with in an amended draft witness statement which was passed to the police on the 27th of November 2002. And as of January 2003, which of course was only two months later, they were instructed that the police had advised that the draft statement had been forwarded to the Crown

Prosecution Service who had yet to respond to Snow Hill

Police. You see that?

A. I do, yes.

Q. And that is how matters unfolded, is it, in November of 2002?

A. Yes.

Q. Did you go to the police Snow Hill Police Station with Mr. O'Brien Senior?

A. No, I did not.

Q. Did you liaise with Ruth Collard in relation to the preparation of his draft statement or the statement that was submitted I should say?

A. Yes, did I.

Q. You did?

A. I did.

Q. That was a statement which he submitted on the 20th of November of 2002?

A. Yes, yes.

Q. And that is, I think, at Divider 122. And then I think we know that the there were one or two matters on which the City of London Police required clarification or requested clarification and that subsequent to that, that clarification was furnished and the revised statement with the clarification was again submitted to the police. This time on the 27th of November 2002.

A. Yes.

Q. Is that correct?

A. Mm-hmm.

Q. And would you have assisted in relation to the matters on which clarification was sought, in getting the information and the detail?

A. Yes, I am sure I would have sent whatever changes were being made back to Ruth Collard so that she could finalise the statement.

Q. And presumably in the course of preparing or assisting in the preparation of the witness statement that was submitted on the 20th of November, you would have had continual contact with Mr. O'Brien Senior himself?

A. Yes.

Q. Now in fact, I don't want to refer you to the final version. I don't think I need to, but what I would like to refer you to is to the what was the final version which then appears to have been reproduced on an official witness statement form by the City of London Police on which they had included their queries in the square brackets and where you had dealt with those queries by underlined additions?

A. Yes.

Q. Now, if I can just ask you there; that is at Divider 97.

A. Which number?

Q. 97. Now, I think the stamp on the top is probably a stamp indicating receipt possibly by Messrs. William Fry, you see there is a "16th of January 2003" on the top, I think that would probably be just before the Tribunal when the Tribunal was looking for these documents. You see it's

headed "Witness Statement". If you, in fact, go to the second page, you will just see that it's the draft statement or the statement that was submitted by Mr. O'Brien on the 20th of November, which has been incorporated into the official form, and then in square brackets the City of London Police seem to have put in bold capitals their queries and then after the queries, there seems to be additional underlined material and that seems to me to be the material that was addressing the queries raised by the City of London Police, is that correct?

A. Yes, that's right, yes.

Q. And you'd have presumably assisted in getting this additional detail and additional information that had to go into this statement?

A. Yes, both Ruth Collard and myself would probably have done most of the changes, yes.

Q. Yes. And where would you have gone to for the additional information that you needed? Because we know you only became involved in July 2002, so you wouldn't have known of any of these things from your own knowledge?

A. Well most of these would have been obvious from the mediation. Page 3 is pretty much all comes from the

Q. Oh, I see the actual?

A. The middle paragraph.

Q. I see, I see.

A. Page 2, the first page, sorry, the second page again is, you know, most of it would have been quite obvious from

being involved as to what they were. The changes in relation to some of the people, you know, I would have known who they were.

Q. Yes. And you would have picked up that information from the documents that ?

A. Yes, yes.

Q. that arose in the litigation. Is that right?

A. Yes.

Q. Can I just ask you about a few things, if I might, in this, a few details. On the second page of it, it's I think it's continuation sheet number 2, you will see at the very top the City of London Police raised the following query.

It's in bold: "Has the Tribunal made any statement regarding Westferry et al? Is there anything that can be produced to show that the Tribunal has given Westferry et al a clean bill of health?" You see that?

A. Mm-hmm.

Q. And then the addition made to the statement is as follows:

"The Tribunal, to the best of my knowledge, has not, to date, made any statement about Westferry Limited but is aware of the Doncaster Rovers transaction. There is nothing that can be produced to show that the Tribunal has given a clean bill of health to health, as the Tribunal has not yet produced either an interim or final report and has the right to review any new evidence that may come to its attention during the course of its investigations."

And I just wonder, did you have dealings with William Fry,

just in relation to that addition that you were inserting?

Because I don't think you had any involvement with the Tribunal at that stage, Mr. Ryall?

A. I can't recall but that is not to say I didn't.

Q. Right.

A. ask them about it.

Q. I suppose you probably would have, would you?

A. Possibly. You know, the wording would suggest that it's probably been suggested by a lawyer, so...

Q. Yes. Yes. And just the very small aspect of the addition that you made to deal with the next query, the next query that the City of London Police put in, it just related to the share purchase and sale, and the their query was in the following terms:

"Who represented each entity? Were the shares bought from the two entities as separate or joint owners? How was the deal introduced to Westferry? What were the terms of the deal?" You see that?

A. Mm-hmm.

Q. And then it goes on to relate that both Dinard and Shelter Anstalt were represented by Mr. Reg Ashworth, solicitor, and the information is given there about the actual contract for the sales of the shares, and so forth?

A. I think that would have been written by Ruth Collard actually.

Q. Ruth Collard you think would have done that?

A. Yes.

Q. And then over the page: "The transaction was introduced to Aidan Phelan by Kevin Phelan (no relation). Aidan Phelan was a financial advisor to my son and was actively involved in sourcing and reviewing business opportunities for my son. Kevin Phelan knew him as he had previous dealing with a firm of accountants, Bryan Phelan & Company, run by Mr. Bryan Phelan, the brother of Aidan Phelan. The DRFL transaction was presented as an opportunity to develop a retail development on a football ground in tandem with a relocation of the football team. Discussions and meetings were held with a number of interested parties and with Doncaster Council."

And would Ruth Collard have done that or where would that material have come from?

A. I would think that was done between myself and Mr. O'Brien.

Q. That is Mr. O'Brien Senior?

A. Senior, yes.

Q. And where would the two of you have got that information because I know that neither of you were involved at the time in relation to the contract for the purchase of the shares or indeed the share purchase?

A. I would have known since 2001 the background to the Doncaster transaction from Aidan Phelan.

Q. From Aidan Phelan?

A. Yes.

Q. So ultimately, Aidan Phelan would have been the source of that information?

A. Yes, because at that time he was handling the transaction.

Q. Then: "The terms of the purchase were that Westferry would acquire 1,358,453 ordinary shares, of which 769,543 ordinary shares were owned by Dinard and 583,910 ordinary shares were owned by the Shelter Trust Anstalt."

Then it goes on to refer to "The consideration was $\text{€}3.7$ million. In addition, Westferry Limited agreed to pay the following additional amounts to Dinard Shelter Trust ."

And it lists a series of additional amounts that were paid over and above the $\text{€}3.7$ million consideration simpliciter.

And if you just go to the second of those, it says:

"In addition to the $\text{€}3.7$ million, Westferry agreed to pay a finder's fee of $\text{€}135,000$ plus National Insurance of $\text{€}10,200$ (I believe that this fee was paid to a third party)." You see that?

A. Yes.

Q. Now, firstly, I suppose, I want to ask you what was the source of that information? That there was a finder's fee payable?

A. Obviously the first part is just an extract from the contract.

Q. Yes, yes?

A. And the bit in brackets I would think probably came from Aidan Phelan.

Q. From Aidan Phelan. And do you know who the third party was who was paid the finder's fee?

A. No, I don't.

Q. Now, if I can just take you over the page there, as well, to continuation sheet I think it's number 4, and that deals with the events prior to the mediation meeting. That is the provision of the letter to Mr. O'Brien Senior and the threat that it would be revealed, the letter of the 25th of September 1998.

A. Mm-hmm.

Q. And I am just going to read it to you:

"In the week prior to the mediation on 27th September 2002, I was faxed a copy of a letter from Christopher Vaughan (the solicitor who had acted for Westferry in the acquisition of DRFL to Michael Lowry) dated 25th of September 1998. A copy of that letter appears at DOB 1. The letter suggests that Michael Lowry was connected with the DRFL transaction, which is untrue.

"I understand that Mr. Vaughan also represented Michael Lowry in some property transactions in England but these are unrelated to me, my family or my family companies.

"The confusion regarding Michael Lowry's involvement in the DRFL transaction may have arisen as the property agent, Kevin Phelan, who brought the DRFL transaction to Westferry, was also involved in introducing property transactions in England to Michael Lowry. Additionally, Aidan Phelan (no relation to Kevin Phelan), who had acted as an independent financial consultant to my son, Denis O'Brien Junior, was also involved in transactions for Michael Lowry.

"I received a message via Michael Lowry's accountant, Denis O'Connor, which I was told originated from the representatives of Dinard, Ken Richardson and Mark Weaver, advising me that a copy of Christopher Vaughan's letter to Michael Lowry (at DOB 1) was in their possession and that it would be in my family's best interests to settle the litigation in a friendly and generous manner as otherwise a copy of the letter would find its way to the Tribunal or the newspapers. Denis O'Connor informed me that the information about this matter had come from Kevin Phelan. This individual had acted on our behalf in the purchase of DRFL, but had subsequently become hostile to us following a dispute over fees, and I am aware that he had been in communication with Ken Richardson and Mark Weaver, the representatives and agents of Dinard.

"Although I had nothing to fear from the disclosure of the letter, I decided against making a complaint about the threat at that point as I could not be sure who was behind it."

Now, this portion of the statement, who prepared that,

Mr. Ryall?

A. Mr. O'Brien.

Q. Mr. O'Brien Senior?

A. Senior, yes.

Q. You, of course, wouldn't have had any knowledge of these things?

A. No, no.

Q. Can I just ask you one or two more matters in relation to it. It says there:

"The confusion regarding Michael Lowry's involvement in the DRFL transaction may have arisen as the property agent, Kevin Phelan, who brought the DRFL transaction to Westferry was also involved in introducing property transactions in England to Michael Lowry. Additionally, Aidan Phelan (no relation to Kevin Phelan) who had acted as an independent financial consultant to my son, Denis O'Brien Junior, had also involved was also involved in transactions for Michael Lowry."

And that seems to be an explanation in the statement as to why Christopher Vaughan may have written the letter of the 25th of September 1998, wouldn't it?

A. Yes.

Q. And do you know what the source of that who was the source of that explanation or that information?

A. I think Mr. O'Brien would have written.

Q. Mr. O'Brien Senior?

A. Would have written that section.

Q. Did you have any dealings with Mr. Christopher Vaughan at all around this time, which would have been October, November of 2002.

A. No.

Q. in relation to that matter?

A. I think I first spoke to him on the 30th of October.

Q. October?

A. Of October.

Q. Well the 30th of October would have been before this in, draft form, was submitted to the police on the 20

A. It was

Q. And also before these queries were inserted. So do you recall did you ever discuss this with Mr. Vaughan?

A. No.

Q. And then just one final matter that I want to refer you to.

You see in the final paragraph on that page, just dealing with the topic of Mr. O'Connor, Mr. O'Connor is described as Michael Lowry's accountant, isn't that right?

A. Which page is this on?

Q. Just on the page we are looking at. You see:

"I received a message via Michael Lowry's accountant, Denis O'Connor."

A. Yes, yes.

Q. And Denis O'Connor is, if you like, described and referred to as "Michael Lowry's accountant", but nowhere is it suggested in this statement that Denis O'Connor was acting as a facilitator in relation to the Westferry and Dinard dispute, is it?

A. No, but I think the purpose here is to just associate people with who they who they are involved with.

Q. Well, in fairness to Mr. O'Connor, Mr. O'Connor what you said to me earlier was that you understood that Mr. O'Connor was a facilitator in relation to the Westferry and Dinard dispute. You said that he wasn't representing

Mr. Lowry's interests in that matter?

A. But this doesn't refer to the meetings and the attempt to settle the retention dispute.

Q. But isn't this all about what happened at the mediation, which was the attempt to settle the retention dispute?

A. Yes but this is just dealing with the receipt of the letter.

Q. Well

A. Some days before.

Q. wasn't that all part of Denis O'Connor's involvement in the dispute between Dinard and Westferry, apart from the assistance he was providing and the meeting that

A. But the purpose of this statement was to advise the police and to identify people with, you know, to say that Mr. O'Connor acted for Mr. Lowry.

Q. I see. Would it not have been appropriate in that statement to also explain the matter more fully that Mr. O'Connor had also been brought in as a facilitator to try and resolve the dispute, firstly, to look at the figures and then to resolve the dispute?

A. Maybe, yes.

Q. You do say further down that paragraph when you are referring to Kevin Phelan that he had acted on Westferry's behalf in the purchase of Doncaster Rovers Football Club. Do you see that? Couldn't you have equally explained

A. Yes.

Q. that Mr. O'Connor had also acted as a facilitator??

A. But the role Mr. Phelan had played was a far more significant role because he had been involved in the original purchase of this investment. This is written by Mr. O'Brien, anyway, so it's not my words.

Q. They are not your words. They are Mr. O'Brien's words?

A. They are not my words. This is written by Mr. O'Brien.

Q. Yes. Now, if I can just ask you to go over to the next Divider, which is 98, Mr. Ryall?

A. Mm-hmm.

Q. If I can just take you over to 98, which is I think the final form of the statement, and I think you also actually prepared a statement, Mr. Ryall, didn't you?

A. That's right, yes.

Q. And I think in your statement you say that you met with the City of London Police, possibly over in Carter-Ruck, and then I think here as well, is that correct?

A. Yes, we met in December 2003, and then signed the statement in January 2004 in Dublin.

Q. Right. And did Mr. O'Brien Senior sign his statement at the same time?

A. At the same time, yes.

Q. So that was in January of 2004?

A. 4, yes.

Q. Now, can I just refer you to the final version of Mr. O'Brien Senior's statement, which, as I said, is at Divider 98, and I just want to refer you to the portion of that which deals with the provision of the letter prior to

the mediation, and that is page 8 of the statement. And there are quite considerable and significant changes made to this portion of the statement, Mr. Ryall, and the reason I am bringing it to your attention is that Mr. O'Brien Senior didn't know what had happened in relation to this portion of the statement. So I was wondering if you could be of assistance. And it's just at page 8. It starts at the beginning of the second paragraph on page 8:

"During the week prior to the mediation on 27th of September 2002, on or around 24th of September 2002, I believe, I was faxed a copy of a letter from Christopher Vaughan to Michael Lowry dated 25th September 1998. I produce a copy of that copy letter marked DOB/1. The letter suggests that Michael Lowry was connected with the DRFCL transaction, which is untrue.

"The copy letter that arrived on my fax machine had the name Brophy Thornton at the top of the page, so I assumed the fax came from Butler Brophy Thornton, Denis O'Connor's firm. I called Denis O'Connor on the day I got the fax. He indicated to me that he had not seen the fax before it was sent to me as he was out of the office on the day it was sent. Denis O'Connor was aware of my involvement in the Doncaster project as I had previous discussions with him in relation to this matter and I understood that he had issued a standing instruction to his Secretary to forward to me anything in relation to Doncaster that arrived in his office. A number of press inquiries had arisen in view of

the publicity surrounding the Tribunal and she forwarded the fax without showing it to Denis O'Connor beforehand. Denis O'Connor did not advise me of the source of this fax. I believe it was sent by or on behalf of Mr. Weaver. I gave no substance to the fax at the time as I know the contents to be untrue, although I suspected that it had been sent to me in connection with the mediation.

"Denis O'Connor also told me that he was aware of Colm Keena, a journalist with The Irish Times, approaching Michael Lowry's solicitor saying he had information that Michael Lowry was involved in Doncaster. Denis O'Connor felt that it was all connected and had to do with intimidation to reach a result in the retention dispute.

"I cannot recall the exact detail at this stage, but I certainly understood the content to convey a threat from Mark Weaver."

Do you see that?

A. Yes.

Q. And that emits all the reference to the message that was received, what would be done with the letter, and so forth.

And can you assist the Tribunal at all as to what may have happened between the 27th of November 2002, when Mr. O'Brien Senior's revised statement was submitted to the City of London Police and January 2004 when this statement was signed by Mr. O'Brien?

A. Not particularly. I think the only thing, this was just obviously the statement that Mr. O'Brien was going to

physically sign and it would become his statement so he

wanted to be sure that it reflected what he could recall.

That is what he has indicated to me, anyway, is why he made the changes.

Q. OK. Can I just ask you, if you could assist the Tribunal at all in relation to the material there in that statement regarding Mr. O'Connor. Could you explain at all why it was the case that anything in relation to Doncaster Rovers or anything in relation to Westferry should be arriving in Mr. O'Connor's office when Mr. O'Connor was not representing Westferry?

A. I have no idea why.

Q. Thank you. Now, I think we heard from Mr. O'Brien Senior this morning in relation to how matters progressed with the police complaint and certainly I think no action has been taken by the police at this stage, isn't that right?

A. We understand that, yes.

Q. Now, apart from being involved and assisting in the progressing of the police complaint, Mr. Ryall, I think you also made contact with Mr. Vanderpump in the Isle of Man after the mediation meeting, isn't that right?

A. I think it probably was with Mr. Tushingam, actually, rather than Mr. Vanderpump.

Q. Right. I am just trying to find the document now to refer you to it. And I think you refer to that, in fact, in your statement that was furnished this morning, that you did make contact with him and you reported to Mr. Vanderpump

the outcome of the mediation. Did you discuss any other aspects of what had occurred at the mediation with Mr. Vanderpump?

A. I would have advised Mr. Tushingham that

Q. Or sorry, Mr. Tushingham?

A. That an attempt had been made to blackmail us and that we were proposing to make a complaint to the police.

Q. Now, can I just refer you to document 125.

A. Yes.

Q. And that is Mr. Vanderpump's letter to Mr. Vaughan, as you said you contacted Mr. Tushingham. Did you have any discussions with Mr. Vaughan or sorry, Mr. Vanderpump about this letter?

A. I don't think so, no. Because Mr. Tushingham was our main sort of point of contact. So, he would then have reported to Mr. Vanderpump.

Q. Well, would you have seen a draft of this letter before it was sent by Mr. Vanderpump to Mr. Vaughan? Would he have sent it to you for your approval?

A. I don't think so. I don't recall you know, there is not that much in it, anyway that I would have needed to approve. They were the they are the owners of this company, so...

Q. Well they are the directors of the company, Mr. Ryall, isn't that right? It's an Isle of Man and they hold the shares as nominee for a Wellington Trust, which is Mr. O'Brien, isn't that right?

A. But it's a Discretionary Trust.

Q. Yes.

A. So they are the ultimate owners.

Q. The ultimate legal owners?

A. No, they are the ultimate owners.

Q. I see.

A. Mr. O'Brien may be a beneficiary but the ultimate owner is the trust.

Q. I am sure you are right, Mr. Ryall. Now, the letter is the 17th of October 2002. It's:

"Dear Mr. Vaughan,

"We refer to the above matter.

"It has come to our attention during the mediation of the dispute with Dinard Trading Limited and Shelter Trust Anstalt that certain correspondence from your office suggested that Mr. Michael Lowry has or had a shareholding in Westferry Limited or indeed was involved in the negotiations on the completion of the purchase of Doncaster Rovers Football Club Limited.

"We wish to advise you that the sole shareholder in Westferry Limited is Walbrook Trustees (IOM) Limited in its capacity as Trustees of the Wellington Trust and the beneficiaries of the Wellington Trust are Mr. Denis O'Brien and his family and no other party was or is involved.

"We would be grateful if you would confirm in writing that this is also your full and complete understanding of the matter.

"We look forward to hearing from you."

And it's signed by Mr. Vanderpump.

Can you tell me, what was the purpose of this letter?

A. To advise Mr. given that we had become aware from the September letter that Mr. Vaughan seemed to be under the impression that Mr. Lowry was involved, we wanted to make it clear to him that that wasn't the case.

Q. I see. Was Mr. Vaughan acting as solicitor for Westferry at this stage? This is the 17th of October 2002?

A. I suppose the honest answer to that was probably no but that was mainly because there was nothing really happening in relation to the property at that stage.

Q. Right, right. But he had been acting all along?

A. He had, yes, yes.

Q. Now, would you have contacted Mr. Vaughan before this letter was sent to him, just to let him know, "Look, this is what is happening. This letter is going"

A. No, I had never spoken to him before so I didn't know him.

Q. Do you know whether anybody else did, just to let him know "Look, this letter is coming from Westferry to tell you what happened and to fill in on the background"?

A. No, not that I am aware of.

Q. Right. Now, Mr. Vanderpump received a reply from Mr. Vaughan on the 23rd of October 2002, and he sent a copy of it to you. It says:

"Dear Mr. Vanderpump,

"Thank you very much for your letter of the 17th of

October.

"I completely understand what you are saying as to the beneficial ownership of Westferry Limited.

"As you are aware, I do not have any of the documentation in my possession relating to the acquisition of Doncaster Rovers Football Club (DRFC) by Westferry Limited as all this paperwork is with Peter Carter-Ruck & Partners. I do have the original lease of the football ground and copies of various other property-related documents to which I will refer later on in this letter.

"Therefore, my comments in the next paragraph are purely from my memory.

"I am quite convinced that during the course of the acquisition of DRFC by Westferry, Kevin Phelan maintained to me that he was the beneficial owner of a trust called 'Glebe Trust' and also that he had a beneficial interest in Westferry. I am also sure that he made representations to me to the effect that Michael Lowry was also involved in Glebe Trust.

"I have to say that at no time during the acquisition of DRFC by Westferry did Michael Lowry have any input into that process, nor later, following completion. I do not know if you are aware, but shortly after completion I was sacked by Kevin Phelan who then took the whole matter to Betesh Fox in Manchester. At a later date I was re-engaged to try and sort out the retentions.

"As you are probably aware from Kate McMillan of Peter

Carter-Ruck & Partners, I have been visited by Mr. Weaver and I enclose herewith a copy of a letter dated 25th September 1998 and a copy of my file note of 18th of October and a copy of an earlier letter of the 19th February 2002."

Then over the page, under the heading "The future of DRFC," he goes on as follows:

"As mentioned above, I am holding the original lease of the football ground and a certified copy of the lease of the carpark area. The original lease was never available on completion but a certified copy from the landlords, Doncaster Metropolitan Borough Council, was made available. I would reiterate that I do not have any of the documentation related to DRFC and I do not know what plans Westferry have for DRFC. I am writing to alert you on the situation relating to the football ground and the carparking area.

"Both these properties are leasehold properties."

And he proceeds on that basis. And then over the page, he says:

"However, I have never seen the completed agreement. Various drafts were prepared by me".

And finally he says: "I mentioned this agreement with Patienceform and Format Option because this obviously has an impact on your future development plans for DRFC. If there is anything further I can do to assist, please do not hesitate to contact me." And it's signed "Christopher

Vaughan". You see that?

A. Yes.

Q. So in addition to dealing with, if you like, Mr. Vanderpump's query, Mr. Vaughan set out quite a lot of material in terms of the future of DRFC, do you see that?

A. Yes.

Q. Do you know whether anybody was in touch with Mr. Vanderpump between the 17th of October and the 23rd of October that might have prompted him or asked him to consider those other matters?

A. Not that I am aware of, no.

Q. Now, if we can just go back to the first page of the letter, because we know that this was forwarded to you and that in fact you received it and subsequently discuss it had with Mr. Vanderpump. Sorry, with Mr. Vaughan.

A. Mr. Tushingam.

Q. I am getting mixed up with the v's. In fact it's Mr. Tushingam, is it?

A. Yes, mm-hmm.

Q. If I can just take you to the fourth paragraph, right? He said firstly, he says that he completely understands what you are saying about the beneficial ownership of Westferry Limited. That is where Mr. Vanderpump had said in his letter that the shares in Westferry were held by Walpole [sic] Trustees as trustees under the Wellington Trust, isn't that right?

A. Mm-hmm.

Q. And that the beneficiary of the Wellington was Mr. O'Brien and his family. He says he completely understands what you are saying as to the beneficial ownership of Westferry.

And he then goes on to say that he doesn't have any of the documentation in his possession and he says, therefore, that his comments in the next paragraph are purely from his memory. And he says:

"I am quite convinced that during the course of the acquisition of DRFC by Westferry, Kevin Phelan maintained to me that he was the beneficial owner of a trust called 'Glebe Trust' and also that he had a beneficial interest in Westferry. I am also sure that he made representations to me to the effect that Michael Lowry was also involved in Glebe Trust." You see that?

A. I do, yes.

Q. Now, did you bring this letter of the 23rd of October 2002 to Mr. O'Brien Senior's attention or to anybody else's attention?

A. No, I just discussed it with Mr. Tushingam.

Q. Just with Mr. Tushingam?

A. Yes.

Q. Because it was the letter of the 25th of September of 1998 and the contents of what was in that which suggested that Mr. Vaughan understood that Mr. Lowry was involved in Doncaster Rovers Football Club, that you have told me was the reason it was decided that Mr. Vanderpump should send the letter to Mr. Vaughan, isn't that right?

A. That's right, yes.

Q. And here is Mr. Vaughan saying that he was "quite convinced that during the course of the acquisition of DRFC by Westferry, Kevin Phelan maintained that he was the beneficial owner of a trust called 'Glebe Trust' and also that he had a beneficial interest in Westferry." And he has also sure that Kevin Phelan made representations to him that Michael Lowry was also involved in Glebe Trust.

You see that?

A. I do, yes.

Q. So what Mr. Vaughan is saying to you is, "I fully accept what you are saying now about the beneficial interest, but in the course of the acquisition I am quite certain that Kevin Phelan represented to me that he had a beneficial interest in the Glebe Trust, that he had a beneficial interest in Westferry, which was the acquiring vehicle, and that Michael Lowry also had an interest in the Glebe Trust." You see that?

A. I do, yes.

Q. And did you not think that that warranted some further inquiry at the time?

A. Not really, because when the acquisition took place, we knew that Westferry was a company that had existed prior to the acquisition that had been set up previously.

Q. - well it wasn't that it just existed prior to the acquisition. The contract for the purchase of these shares, Mr. Ryall, was made in May 8th of May of 1998 by

Westferry, isn't that right?

A. Yes, but when the acquisition was completed it was owned by the Wellington Trust.

Q. It may well be when the acquisition was completed but when the contract was entered into it appears that Westferry was owned by the Glebe Trust and that it was represented to Mr. Vaughan that Mr. Michael Lowry also had an involvement with the Glebe Trust, isn't that right?

A. That is what the letter says, yes.

Q. And you didn't think that that warranted any further inquiry?

A. No, because from our point of view, from the knowledge I had, Westferry, when it acquired Doncaster Rovers Football Club, the shares was owned by the Wellington Trust.

Q. But you told nobody about what was in this letter?

A. No.

Q. You didn't know a lot about the Kevin Phelan fees dispute, did you?

A. No, I didn't.

Q. Mr. Ryall. Did you know that Woodcock Solicitors, in settling with Westferry for $\frac{1}{2}$ 150,000 sterling, were settling on behalf of Kevin Phelan, on behalf of Gameplan International on behalf of L&P Associates and on behalf of the Glebe Trust?

A. No, I didn't.

Q. Well, on the basis of what Mr. Vaughan was telling you in the letter on the 23rd of October, as far as the contract

was concerned, the contract to acquire the shares in Doncaster Rovers Football Club, that contract was owned by the Glebe Trust?

A. But as I said, as far as I was concerned Westferry was now owned by the Wellington Trust.

Q. Now, can I just ask you to look at another letter, Mr. Ryall. It's a letter of the 21st of October 2000 which is behind Divider 127. And let me just explain to you about this letter. I should ask you, first of all, before this was brought to your attention by the Tribunal had you ever seen a copy of this letter?

A. No.

Q. This letter was on Mr. Christopher Vaughan's Tribunal file, and that file came to light in the course of the proceedings instituted by Mr. Denis O'Brien Junior, and it was the contents of that file that have given rise to a lot of further inquiries which the Tribunal has made. And this letter, which is dated two days earlier than the letter which Mr. Vanderpump received, also appears - in fact, not just appears, also is, because it's stated to be, a reply to Mr. Vanderpump's letter of the 19th of October. Do you have a copy of it there?

A. I do, yes.

Q. And I will just read it out to you. It's dated the 21st of October:

"Dear Mr. Vanderpump,

"Thank you for your letter of the 17th October. I now

fully understand the structure of Westferry Limited as set out in your letter.

"You should be aware that I do not have any of the documentation relating to the acquisition of DRFC by Westferry, save for the original lease and some copies of various property documentation." That is what he said in the previous letter or the subsequent letter.

But then it goes on: "However, I am quite positive in my mind that Kevin Phelan represented himself on a number of occasions as having an interest in Westferry Limited and you will no doubt recall that he was maintaining that situation in August 2001. I now understand that Kevin Phelan did not have any interest in Westferry whatsoever."

So what he was saying in this earlier version of his reply was that Kevin Phelan represented himself on a number of occasions as having an interest in Westferry Limited, and that he was continuing to do that up to August of 2001.

Then in the next paragraph, he says:

"I do, however, enclose a copy of a letter from me to Michael Lowry dated 25th September 1998 together with a file note as to how that letter came into my possession.

"What I can state quite categorically is that before I met Michael Lowry for the first time on 24th September, I had absolutely no knowledge that he might have been involved in the acquisition of DRFC, and you will see that in that letter I explained to him some of the future problems facing the acquisition of the club, and with the thought

that he might have some influence, I set them out in that letter. Suffice it to say that none of those matters were resolved by Michael Lowry."

Then he goes on to say:

"I do not think that I misunderstood his comments to me that he was involved in DRFC, but, in hindsight, I must put it down to some sort of political ego that he was trying to attach his name to what appear to be a successful venture."

You see that?

A. I do, yes.

Q. In the letter of the 23rd, two days later, which was sent to Mr. Vanderpump or which Mr. Vanderpump received, there is no reference to the fact that Mr. Vaughan did not think that he misunderstood Mr. Lowry's comments. Do you see that?

A. I do, yes, mm-hmm.

Q. If we just go over the page:

"I would, however, reiterate that so far as I was aware throughout the whole of the negotiations with the DRFC acquisition, Michael Lowry was never, ever involved in giving me any instructions.

"I am not sure whether you are aware but in October/November 1998 I was sacked by Kevin Phelan from having any further involvement in the matter, as he had instructed other solicitors Messrs. Betesh Fox in Manchester.

"At a later date, sometime in early 1999, I was

reinstucted to try and sort out various matters as Betesh

Fox and Kevin Phelan had fallen out."

"I hope that this explains my position.

"Yours sincerely,

Christopher Vaughan."

You see that?

A. Mm-hmm.

Q. You see the whole portion of the letter of the 23rd that was on the second and third page dealing with future developments in Doncaster Rovers, none of that is in this letter of the 21st, do you see that?

A. That's right, yes.

Q. Now, I just wonder, Mr. Ryall, do you know whether anyone else, if you like, from Westferry, was in touch with Mr. Vaughan between the 17th and the 23rd of October?

A. I certainly I am not aware of anybody.

Q. You are not aware of anybody having any contact with Mr. Vaughan between the 17th and the 23rd of October?

A. No.

Q. You see, we heard evidence yesterday afternoon and indeed there was reference to it this morning of solicitors' letters of advices being excised, portions being excised, and additions being made at Mr. O'Brien Senior's request, and here again what we have is we have a reply to Mr. Vanderpump's letter of the 21st of October 2002, on Mr. Vaughan's file, and then a revision of that reply dated two days later and only the revision being sent to

Mr. Vanderpump. Do you see that?

A. Mm-hmm.

Q. But you can't assist the Tribunal?

A. No, I can't. No.

Q. Now, I think you said in your statement that you did contact Mr. Vaughan on the 30th of October 2002, isn't that right?

A. That's right, yes.

Q. Can you tell me how you know it was that date?

A. I think there is a note on the file.

Q. There is a note on your file that you contacted?

A. Yes, yes.

Q. And what prompted you to contact him on the 30th of October?

A. In response to the letter he had sent to Mr. Vanderpump because at that time we were appointing new directors and.

Q. Yes.

A. I was taking over as the Secretary of the Company.

Q. Yes.

A. So I wanted to advise him that that was being done, because he had obviously indicated in his letter that he was still listed in the Companies House as the Secretary of the Football Club.

Q. Yes?

A. So I wanted to advise him, and then he had obviously made a number of points about the lease which we were keen to follow up on because now that given that the retention

dispute had been settled, the next phase of the project was

to see what we could do to develop it.

Q. Yes. Yes. And you inquired whether I think Mr. Vaughan would be

A. Would continue as solicitor.

Q. Yes. And then you say it wasn't until January, I think, of 2003, that you actually met Mr. Vaughan?

A. We met him, yes, mm-hmm.

Q. Now, Mr. Ryall, can I ask you to turn to you can close that Book 2, the yellow documents, and if I could ask you do you have a copy of Tribunal Book 79, 15/02/07, 79 witness book, with you? We can hand one up to you, if needs be. It's a black one, sorry, Mr. Ryall, it's a black one.

A. Yes, it's here, yes.

Q. Now, if I could just ask you to in fact, a copy of a memorandum of information sought from you in it. If I could ask you to turn to Divider 6B, and then there is, after that, there is behind 6B is an index of documents?

A. Mm-hmm.

Q. And if I could ask you to turn to the next Divider over, which is the first document, A?

A. Mm-hmm.

Q. And what these documents are, Mr. Ryall, is they comprise copies of an exchange of correspondence between the Tribunal and Mr. Christopher Vaughan in the course of the Tribunal's inquiries of Mr. Christopher Vaughan in

connection with Doncaster Rovers Football Club and, in turn, correspondence from Mr. Vaughan to you in relation to the inquiries that the Tribunal was making. Now, if I can just refer you to the first one. It's dated 27th May 2003 and in fact it's a letter from the Tribunal to Christopher Vaughan and to just put that in context, I think you recall that it was in January of 2003 where the letter of the 25th of September of 1998, Mr. Christopher Vaughan's letter to Mr. Michael Lowry, found its way to the newspapers, isn't that right?

A. That's right, yes.

Q. And it was the article which appeared in The Irish Times, I think of the 10th or 11th of January of 2003, isn't that right?

A. That's correct, yes.

Q. And I think you know that that prompted the Tribunal to make inquiries in the course of its private investigative work of a number of persons, including Mr. Denis O'Brien Junior, isn't that right?

A. Mm-hmm.

Q. And I think it was in response to that we referred to the letter from William Fry it was in response to that that the Tribunal was told about the blackmail at the mediation and it was furnished a copy with Mr. Denis O'Brien Senior's police statement and that then prompted the Tribunal to make inquiries of Mr. Denis O'Brien Senior and indeed of Westferry. And you would have been aware of

those inquiries?

A. I would, yes.

Q. They may not have reached you at that stage?

A. Yes.

Q. Because they were at a relatively early stage, you may recall that the Tribunal was heavily involved in sittings, public sittings in relation to the licence at that stage.

Now, on the 27th of May 2003, the Tribunal wrote to

Mr. Christopher Vaughan, and said:

"Dear Mr. Vaughan,

"I refer to previous correspondence and in particular to our telephone conversation of Friday last.

"As I indicated to you in our telephone conversation, the Tribunal would be anxious to meet with you to discuss your involvement in the acquisition of Doncaster Rovers Football Club. The Tribunal would be agreeable to travelling to the UK to meet you for this purpose.

"You indicated that you wished to retrieve your files in the matter which you believed were now with Westferry Limited. I would be obliged if you would kindly put in train the process of retrieving the files as the Tribunal would be anxious to have a meeting within the next couple of weeks if at all possible."

Do you see that?

A. Mm-hmm.

Q. Now, you no doubt were aware that the Tribunal had received from Westferry a waiver of confidentiality to enable the

Tribunal to pursue inquiries with Mr. Vaughan, you were aware of that?

A. That's right, yes, mm-hmm.

Q. Now, if you just go over the page to B, there is a letter from Mr. Vaughan to you, Mr. Ryall, dated the following in fact, dictated on the 27th but dated the 28th. So it was dictated to you on the date of the Tribunal's letter to him.

"Dear John,

"No sooner had I finished our telephone conversation of this morning than I had a fax through from the Tribunal, copy is enclosed.

"I would reiterate what I said on the telephone to you yesterday. I had forgotten when Mr. Davis spoke to me on Friday that Aidan had returned 'my files' to me when I met him sometime in March.

"These files were put away without me even looking at them but my initial reaction was that there was considerably less paperwork than I had originally passed over to Craig Tallents at Morton Thornton, to whom I initially passed the files on to.

"I suspect that what has not been returned to me are a lot of copy documents which one would have on a share purchase relating to the assets of the club and all contracts, including player contracts, et cetera. I also enclose a copy of my notes re Weaver herewith."

So, he was enclosing a copy of the Tribunal's letter to him

of the 27th of May and he was also enclosing a note that he made following a further visit that he had received on the previous Thursday, the 22nd of May from Mr. Mark Weaver.

You see that

A. Yes, that's right. Yes.

Q. And I am just going to open that file note of the 22nd of May. This is Mr. Vaughan's file note. It records:

"The mysterious Mark Weaver turned up without any prior warning at my office today.

"Apparently, at about 1:30 p.m. he came into reception and asked to see me but was told by a temporary receptionist that I was out and she had no knowledge of when I might return.

"This message was then passed on to my wife Debbie.

However, by that time the receptionist did not seem to be aware of Mark Weaver's full name.

"Debbie rang me on my mobile to say that the person whom she assumed was my 2 p.m. client had arrived and where was I.

"I arrived back at the office from an appointment at about 1:55 p.m. only to find Mark Weaver standing in the office carpark talking on his mobile. I then spoke to him for about ten minutes outside the office, during which time I told him I simply had not got time to talk to him as I had a 2 p.m. appointment waiting (not realising that it was in fact Mark Weaver).

"I also had another appointment at 2:15 p.m. and those

clients then walked past me out through the office carpark into the office (and I indicated to them that I would be with them shortly).

"Mark Weaver therefore had no doubt that I was extremely busy.

"As in previous encounters with Mark Weaver, I am not quite sure what persuaded him to drive all the way to Northampton on the off-chance of meeting me why did he not come last week when I was away on holiday in Spain?

"Anyway, he told me that a Mr. Maloney, a businessman from Dublin who had some involvement in a telephone company called Persona had been to Reg Ashworth, the solicitor who acted on behalf of Richardson and the previous owners of Doncaster Rovers Football Club, asking him for information about the sale of the club.

"Mark Weaver was not forthcoming about what information they wanted.

"Maloney had spoken to him I think on two occasions, once I think with Reg Ashworth and once separately.

"They told him that they wanted him to appear at the Tribunal in Dublin. Reg Ashworth had advised him not to go.

"Mark Weaver said that they became very threatening and said that the Tribunal could move to England and interview him there. Apparently, Reg Ashworth had told him that they had no such power and he should ignore them.

"As in the past, I struggle when speaking to Mark Weaver

because he is a very difficult person to pin down on specific points he tends to hop from topic to topic without any logical link between them.

"He gave me Mr. Maloney's telephone number. I said I had no intention of telephoning him. He then gave me his own mobile number and he said that he would be very happy to talk to anybody about the approach that had been made to him. I explained to him that I had absolutely no involvement whatsoever on any of the issues any longer. I had none of the files, none of the papers and although I was happy to pass the time of day with him for a few minutes, there was nothing that I could tell him. He is obviously in contact with Kevin Phelan because his name came up several times within the course of the conversation as to what Kevin Phelan had said or what he had done and what advice he had given.

"He also told me that Colm Keena, the Irish journalist, had been over to see him in England but he did not elaborate.

"Other points he mentioned was:

"1. Why did Paul May get $\frac{1}{2}$ 120,000 out of the Doncaster Rovers transaction? I expressed considerable surprise at this comment as, to my knowledge, Paul May's complaint against the whole DRFC transaction was that he was never paid the money that he was owed for his involvement.

"2. Was John Ryan involved in the purchase of DRFC? I said not to my knowledge but he ran the football team now, which Mark Weaver must have well known. He then went on to

say that he had heard that John Ryan was going to try and put pressure on Denis O'Brien to get him to sell his interest in Westferry so that John Ryan could deal with the council and the development of the site. Again, I pass no comment.

"3. Was I aware that Kevin Phelan was working with John Ryan? Again, I expressed surprise but passed no comment.

"4. He knew that I had taken Michael Lowry to Leicester and told me that the reason that the sale price of DRFC had gone up was so that Michael Lowry could be paid money out of the deal. Again, I passed no comment but if this had happened then Reg Ashworth/Richardson would have known and been party to the transfer of funds on completion from Richardson to Michael Lowry (I had privately thought that the price increase reflected some sort of benefit paid by Richardson to Kevin Phelan.)

"5. He also mentioned the $\frac{1}{2}$ 250,000 extra paid for the lease but I am not sure in what context it was relevant to the conversation.

"His parting comments to me were that Mr. Maloney had also said to him that he would like to buy from him copies of various documents that he had got relating to DRFC which they thought would be able to help them in some court action that Persona had brought against the Irish Government.

"I expressed to him that I had no involvement whatsoever in the matter any more and I explained that the last

involvement I had had was around Christmas time when I had been spoken to by the reporter, Colm Keena, on the telephone and subsequently I had written a letter to the clerk of the Tribunal. Since then, I had heard nothing whatsoever. He re-emphasised to me that his phone number was available if anybody wanted to talk to him.

"That was the end of our conversation, which I suppose lasted slightly less than 10 minutes."

And in addition to the Tribunal's letter of the 27th of May, Mr. Vaughan forwarded that file note to you and I think he probably discussed that encounter with you on the telephone earlier, is that right?

A. That's right, yes.

Q. And what action did you take when you got that file note?

A. I think I gave a copy of the note to Mr. O'Brien and I also forwarded a copy of the note to Carter-Ruck.

Q. To Carter-Ruck?

A. Yes.

Q. And when you say Mr. O'Brien, do you mean Mr. O'Brien Senior?

A. Mr. O'Brien Senior, yes.

Q. And what about the solicitors who were dealing with the Tribunal? Did you forward a copy of that to them?

A. To?

Q. Well, that was 2003, May, William Fry, I think, at that stage?

A. I don't believe so, no, I don't believe so.

Q. You don't believe so?

A. No.

Q. Now, if you go over the page again to Divider C, you will see that this is, in fact, a copy of a letter from the Tribunal and that Mr. Vaughan appears to have faxed that letter with a handwritten message to you on the bottom left-hand side. He says:

"For attention of John Ryall. Can you speak to me tomorrow, 4th June, please. Christopher."

And it's the Tribunal's letter of 3rd June 2003, which was a follow-up of its letter of the 27th of May:

"Dear Mr. Vaughan,

"I refer to my letter to you of the 27th May last and to our telephone conversation on Friday last when I indicated that the Tribunal was anxious to meet you in the course of next week so as to discuss your dealings with Mr. Michael Lowry in relation to the acquisition of Doncaster Rovers Football Club.

"Members of the Tribunal legal team are planning to be in the UK on Thursday and/or Friday of this week and would be anxious to meet you on one or other of those days.

"I will telephone you later this afternoon and perhaps you will be able to indicate what day would suit you best for a meeting."

And that was the 3rd of June and it was the Tribunal's follow-up to its letter of the 27th of May and it appears to have been faxed to you directly and Christopher Vaughan

has asked you would you speak to him the following day.

Then in fact, if you go over to pass over Divider D, the document behind it and go on to E, because in fact the Tribunal's letter was an enclosure the Tribunal's letter of the 5th of June was then enclosed by Mr. Vaughan in a letter to you of the 5th of June, by fax only. It's the 5th of June 2003:

"Dear John,

"I am enclosing a fax that was received by me a few minutes ago.

"Perhaps I could have some instructions. My initial reaction is that I should reply to Mr. Davis, responding to the first paragraph of his fax of the 3rd June, stating that although I am perfectly happy to be of any relevant assistance to the Tribunal, the 'dealings with Mr. Michael Lowry in relation to the acquisition of Doncaster Rovers Football Club' have already been explained in the earlier correspondence.

"So far as I am aware, Michael Lowry had no dealings whatsoever with the acquisition of DRFC.

"If the Tribunal members would care to come to my office sometime this or next week, I will be happy to say that to them.

"I find the latest fax somewhat threatening and indeed I believe that the reference to force me into giving evidence may well be an empty threat as I cannot imagine the Law Society getting involved in such a matter.

"I look forward to hearing from you."

And with that was enclosed a copy of the Tribunal's fax of the same date, the 5th of June 2003 to Mr. Vaughan which followed up from its letters of the 27th of May and the 3rd of June. 5th of June 2003:

"Dear Mr. Vaughan,

"I refer to recent correspondence. As I pointed out, it would be extremely convenient from the point of view of the members of the Tribunal legal team if a meeting could be arranged with you in Northampton this week or next week.

"The Tribunal believes that you may have evidence which would be of relevance to its proceedings and, at any rate, information which may lead to evidence relevant to its proceedings.

"I appreciate that you have indicated that you would not be willing to give evidence.

"Be that as it may, the Tribunal may have to consider what steps ought to be taken in this matter with a view to exhausting all of the options open to it to obtain from you any relevant evidence or information which may lead to evidence. So far as evidence is concerned, the Tribunal will wish to consider whether to apply, as did a previous tribunal of inquiry, to the High Court in London for an order that you be examined under an order of the English courts. There are a number of other courses which might be open to the Tribunal to take with a view to seeking the assistance of other agencies to obtain any relevant

information, including the English Law Society.

"The Tribunal would prefer to proceed in this matter on a voluntary basis. What this means, in practical terms, is that from the point of view of the taking of evidence you might be prepared to give evidence, if not in Ireland, at least in England on commission. Even if you are not prepared to give evidence, the Tribunal would nevertheless be interested in exploring the possibility of you providing the Tribunal with information as part of the private investigative aspect of its work. If this could be provided, on a voluntary basis, then obviously this would be preferable from the Tribunal's point of view and no doubt from your own point of view, especially in view of your already expressed health concerns.

"I would be much obliged in all the circumstances if you could contact me, as a matter of urgency, to let me know whether you would be prepared, in the first instance, to meet with myself and one or two members of the Tribunal legal team this week or next week."

And that is the letter that he forwarded to you on the 5th of June, in fact, minutes after he received it. You see that?

A. Mm-hmm.

Q. And Mr. Ryall, you see what Mr. Vaughan said to you then was, "Please could I have some instructions." Do you see that?

A. Yes.

Q. Now, do you agree with me that that suggests that as far as Mr. Vaughan was concerned, in his dealings with the Tribunal and in responding to the Tribunal's request for assistance was suggest to your instructions?

A. Well, that is what he appeared to understand as we were his client, that he should clear everything before he responded. But that wasn't my understanding. I had a discussion with him I think on the if we go back to the May 25th letter, I think, he said that the I think he had had a call from the Tribunal, he made a reference to attending at a private meeting, some years previously which had gone on for three or four hours and had produced a note that was only a couple of pages or something and he felt it didn't reflect what the full content of that meeting.

So I said to him that, you know, to get around that, that he should ask, if he was going to attend a meeting, that (a) he be represented; and (b) that a full account be taken so at least then he would have a full note of the meeting.

Q. And was this before the letter of the 27th of May 2003?

A. I think if you go back to the I think it's the letter the 28th of May.

Q. "No sooner had I finished our telephone conversation than I had a fax through from the Tribunal, copy is enclosed."

A. "I would reiterate what I said to you on the telephone yesterday." In the course of that conversation, he had mentioned that he had attended a previous private meeting with the Tribunal and the resulting note, he felt, didn't

reflect the full content of that meeting.

Q. I appreciate all of that, Mr. Ryall. Tell me, was this the first time on the 28th of May that Mr. Vaughan had sent you copies of correspondence from the Tribunal?

A. Yes.

Q. Right. Did you pass the copy correspondence on to anybody else?

A. I can't recall. I may have given it to Mr. O'Brien but I don't believe so.

Q. When you say Mr. O'Brien, do you say

A. Senior, Senior.

Q. I see. Why would you not have passed it on, Mr. Ryall?

A. Because I would have just thought that he was sending it to me for information.

Q. For information?

A. Yes.

Q. And you wouldn't have thought that was information that anybody else would be interested in?

A. Not particularly, because obviously our instructions to him was that he was to cooperate. You know, that we had asked him to attend the Tribunal, to provide full assistance, given the waivers.

Q. Well, when he wrote to you on the 5th of June and he said "could I have some instructions?" Did you get back to him with instructions?

A. I don't believe so, no. In fact

Q. You don't think you did?

A. I don't believe I have given him instructions in any of his letters where he has asked for instructions.

Q. Go over the page then. His letter to the Tribunal of the 6th. That is the one where he had asked you for instructions the previous day. Do you remember then having a phone call with him when you said, "It's nothing to do with me, you just go ahead and reply whatever way you like"?

A. The only advice I gave him was in relation, if he was going to attend a private meeting, to protect his position so at least given he was complaining that the previous meeting hadn't reflected his the position he had set out at the meeting, that is the only advice I ever gave him.

Q. You were giving him advice?

A. Yes.

Q. But you weren't giving him instructions, which is what he was looking for?

A. No, no.

Q. All right. On the 6th of June Mr. Vaughan wrote to the Tribunal. He said:

"I refer to your letter of the 25th May, 4th June and 5th June.

"As stated previously, I have assisted the Tribunal with all queries raised to date and am happy to continue to do so. However, I resent the suggestion that you feel the need to consult other agencies in England.

"I confirm unequivocally that Mr. Michael Lowry had no

involvement in the acquisition of Doncaster Rovers Football Club Limited and my client at all times was, and continues to be, Westferry Limited. As stated in previous correspondence, Mr. Lowry's name was associated with the aforementioned project through a misunderstanding as set out in my letter of the 6th of March.

"In view of the above, I fail to see what purpose a meeting would serve, but if you wish to put specific questions in writing to me, I will deal with them."

So you are saying that wasn't written on your instructions?

A. No and I think the discussion, I think if you go back to the previous letter where the Tribunal was saying threatening to report to the Law Society, I think that reflected his that he was upset at the content of that letter.

Q. OK. Then if you go on to the 7th of July 2003, you've got another letter from Mr. Vaughan. It's at H:

"Dear John,

"I enclose herewith a letter dated the 1st of July I have received from the Tribunal. Unlike other letters that I had from them, this was sent as a hard copy only and not as an initial fax.

"My feeling as to the points raised in their letter are - utilising the same numberings"

Well, I suppose I should open, first, the letter of the 1st of July which he enclosed, because this is quite a lengthy letter.

It's to Mr. Vaughan from the Tribunal.

"Dear Mr. Vaughan,

"Thank you for your letter of the 6th of June 2003.

"The Tribunal wishes to examine you to the fullest extent possible all of your dealings with Mr. Michael Lowry and your involvement in property transactions connected with the following properties:

"1. Mansfield.

2. Cheadle.

3. Luton.

4. Doncaster.

5. Vineacre (Wigan).

"I have itemised these matters so that you will understand the general scope of the Tribunal's inquiries. The Tribunal takes the view that the conduct of an examination of these matters involving the posing of specific questions in correspondence, the processing of answers to those questions and the delivery of further queries and the processing of further replies would render the examination unworkable. The Tribunal believes that a meeting over a few hours would be more likely to prove more productive and more likely to enable the Tribunal to conclude its dealings with you in early course. The Tribunal's reference to other agencies was not intended to be in any way discourteous. However, as I have stated in earlier correspondence the Tribunal is anxious to conclude its inquiries into these matters and in view of the serious

nature of the matters under examination it's bound to take every reasonable step to obtain all of the relevant information. It is to that end that the Tribunal considers it appropriate in the event of it being unable to arrange a meeting and to obtain information directly from you to approach the matter by involving the Law Society of England and Wales or the English High Court with a view to having information obtained by or under the aegis of either of those agencies.

"I repeat that the Tribunal's preference is to try to dispose of this matter by way of an informal meeting and to that end I am writing once again to request your assistance in attending such a meeting and I would be much obliged for a response at your very earliest convenience."

And that is the letter he enclosed to you.

Then he said,

"Dear John,

"I enclose herewith a letter dated 1st July I have received from the Tribunal.

"Unlike other letters that I have had from them, this was sent as a hard copy only and not as an initial fax.

"My feeling as to the points raised in their letter are - utilising the same numbers" 1 and 2, that relates to Mansfield and Cheadle.

"The Tribunal have had photocopies of my complete files on both these matters. You are aware that there do seem to be some slight variations on some of the elements of

correspondence but other than that there is simply nothing else that I can usefully add.

"3." That relates to Luton. "The Tribunal have had a copy of my whole file of papers in respect of the acquisition of this property.

"Generally as to 1, 2 and 3 I attended voluntarily to a private session with the legal team to the Tribunal and discussed Mansfield and Cheadle ad nauseam. I also at that meeting stated that I had brought with me the original file relating to Luton (they had had a copy) and they told me they were not interested in that transaction.

"4. DRFC. If I look at the heading of the letter of 1st July it is a 'Tribunal of Inquiry payments to..... Michael Lowry'. I have already stated in correspondence that so far as I am aware Michael Lowry never had any involvement whatsoever in DRFC.

"5. Vineacre - Land at Wigan. I have several files relating to this but for the purposes of this letter I have only looked at them very superficially to remind me of the basis of the various transactions."

Mr. Vaughan then told you all about Vineacre and Wigan, isn't that right?

A. Yes, the letter goes on to

Q. And that relates to a property that Mr. Michael Lowry was involved with with another third party, isn't that right?

A. That's right, yes.

Q. I don't want to open that. Then, finally, he closes:

"Perhaps you would have a word about this over the telephone. Should I be contacting Denis O'Connor as to point 5 as it is an issue that the Tribunal have never raised with me previously although they may have raised it with Denis O'Connor who I have regarded as Michael's professional advisor. I am also sure that Denis O'Connor told me once that the Tribunal were fully aware of the Vineacre transaction ." Do you see that?

A. Mm-hmm.

Q. Can you tell me, Mr. Ryall, why was Mr. Vaughan disclosing to you confidential information about a client's affair affairs with which you had no connection?

A. I have no idea why he did this. I think I spoke to him subsequently and said the only transaction that I would have had any interest in was the Doncaster one, and that I had no idea what the other transactions related to.

Q. But it's not just the other transactions aren't like Vineacre. The other transactions: there is Mansfield, there's Cheadle, Luton, certainly, as we understand, you might have had an interest in, but Vineacre had absolutely nothing to do with anybody except Mr. Michael Lowry and a third party, and I just don't understand why a solicitor who you were instructing as Westferry is telling you all about Mr. Lowry's joint private affairs with another third party, and I wonder can you assist?

A. I have no idea why he was telling me, either. It was of no interest to me.

Q. Do you know whether he contacted Denis O'Connor in relation to that?

A. I have no idea.

Q. Right. If we go over the page, there is his second letter to you of the 18th of July. It says:

"Dear John,

"Re: The Tribunal.

"I am now back in the office and I have looked at the draft letter that was faxed to you on the 15th July 2003 - I have made some minor amendments to it - copy herewith.

"I have also explored the possibility of having legal representation and I have had an informal discussion with Duncan Needham, who, in my opinion, is an exceptionally good litigation lawyer but who also has the great advantage of a good knowledge of property and company matters.

"I also enclose a copy letter that he has sent to me following a meeting I had with him on Wednesday - I lent him two transcripts of the evidence and also the newspaper articles in which I appeared for him to get a flavour of the case." Do you see that?

A. Mm-hmm.

Q. Now, he faxed you a draft letter on the 15th of July 2003, that is what appears from the first paragraph?

A. Yes.

Q. And obviously he many made some amendments as he says, minor amendments to those, and he then furnished you with the amended version of his letter of the 15th, isn't that

right?

A. That's right, yes.

Q. Why would he possibly have been furnishing you, Mr. Ryall, with copies of draft letters that he was going to send to the Tribunal, if he wasn't looking for approval?

A. Because he appeared to operate on the basis that we were his client and I suppose as a solicitor he expected that we would agree with anything that he said.

Q. Sorry, I don't quite understand you Mr. Ryall?

A. That we would approve whatever letters he was sending. Because he regarded us as his client.

Q. He wanted you to approve the letters that he was sending to the Tribunal in response to inquiries made in the course of

A. That would appear.

Q. Because he considered you to be his client?

A. Client, yes.

Q. And he considered that these inquiries which the Tribunal was making, that he was bound to bring them to your attention, is that it?

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

Q. In the letter he enclosed of the 15th of July was as follows this is to Mr. Davis from Mr. Vaughan:

"I am just writing to acknowledging receipt of your letter of 1st July 2003. I am exploring the possibility of having a meeting with yourself and one of the Tribunal legal team in England to discuss the five issues raised in your letter

of the 1st July.

"However, there are various problems to overcome before this can happen.

"1. I feel that I need to have some form of legal representation for any such meeting and I would have to ensure that I still have consent to those individuals who are involved in the five matters you have mentioned. There is also the question of who is going to pay for such representation.

"2. I think I probably have waivers for items 1-4.

"3. The question of my involvement in Vineacre is a totally new subject. This is a project that I was involved in for a period of time but not for the last two years and since that time I have had no contact whatsoever with the any of the parties who were originally involved in the Vineacre project and I have no idea as to whether it even still exists.

"Due to the pressure of work, holidays and the fact that I think I probably need legal representation, I think it really unrealistic to think that any meeting could take place until the middle of September when I have had an opportunity of exploring the issues a little further. I will be in touch with you."

And then he also enclosed a copy of a letter of the 16th of July which he received from his solicitor, Duncan Needham of Max Engel & Company:

"Dear Christopher,

"It was good to see you this morning and it certainly is an unusual and interesting situation.

"I will, over the course of the next few weeks, read the papers that I have taken from you and will return them and I await hearing from you as to whether or not it is agreed that this firm can assist you."

Now, if you go over the page to the 1st of August, 2003, it's again to Mr. Davis and he acknowledges receipt of Mr. Davis' letter of the 1st of July. He says he is exploring the possibility I think that is maybe the letter I have read, is it? I think in fact that is seems very I will read it. 1st of August 2003:

"Dear Mr. Davis,

"I acknowledge receipt of your letter of the 1st of July 2003.

"I am exploring the possibility of having a meeting with yourself and one of the Tribunal legal team in England to discuss the five topics raised in your letter of the 1st July.

"However, there are various problems to overcome before this can happen.

"1. I feel that I need to have some form of legal representation for such a meeting and an agreement as to the payment of such representation.

"2. To avoid the difficulty we had following the previous meeting, there would need to be some form of agreed minute taking.

"3. I would have to ensure that I have the consent of those individuals who are involved in the five topics you have mentioned, although I appreciate that I have previously had waivers for items 1-4.

"4. The question of my involvement in Vineacre is a totally new subject. This was a project that I was involved in as solicitor for a limited period of time, but I have had no involvement in it whatsoever for the last two years, and since that time I have had no direct contact with any of the individuals who were originally involved in the Vineacre project. Indeed, I have no idea as to whether it still exists.

"In view of the fact that I need to obtain instructions in respect of the Vineacre project and to try and arrange for some form of legal representation, I think it is unrealistic that any meeting could take place until towards the end of September.

"When I have an opportunity of exploring this a little further, I will be in touch with you."

In fact, that appears to be the version of the letter that was sent to the Tribunal on the 1st of August 2003, the draft of which was forwarded to you I think on the 18th of July?

A. That's right, yes, it looks like that, yes.

Q. Now, if we go over the page, in fact you can skip J, because it's an enclosure with the letter at Divider L.

Now, in fact, there was a gap in the correspondence from

there to May of 2004 because of other matters that intervened and on the 19th of May 2004, Mr. Vaughan wrote to you again:

"Dear John,

"When we last spoke on the telephone you mentioned to me that you thought the Tribunal would be getting around to me again at some stage. I have now had a letter from Michael Heneghan who, presumably has taken over from John Davis, which I am copying to you. I enclose a copy of my draft reply which I have not yet sent. I would appreciate your views as to my draft reply at some stage. I also enclose a newspaper report of a proposed sale at the behest of the State at ..."

Well, we don't need to refer to that.

If you just go over the page, you will see the enclosure which is a copy of the Tribunal's letter of the 14th of May 2004 and then after that is a copy of Mr. Vaughan's draft response. It's to Mr. Vaughan.

"Dear Mr. Vaughan,

"I refer to previous correspondence and in particular to the Tribunal's letters of 13th and 16th January 2003 and your letter in response of 6th March 2003. The Tribunal's queries concerned in the main your letter of 25th September 1998 addressed to Mr. Michael Lowry, but according to him never received by him, and according to you never actually sent to him.

"I will be obliged for your assistance in relation to a

number of further queries acknowledging your statement that the letter was never actually sent. I would nevertheless be obliged for a response to the following:

"1. Your letter of 25th September 1998 numbered paragraph (i) contains the following statement:

'You did take a copy of the letter of 23rd with you on the 24th. However, you will recall that two of the figures were wrong on the Completion Statement and that those have now been amended and I would be grateful if you could destroy the incorrect copy and substitute this one.'

"(A) Was this the only document given by you (or anyone else in your company) to Michael Lowry on that day or on the following day?

"(B) If other documents were given to or taken by Mr. Lowry either on 24th or 25th September 1998, I would be obliged for your recollection as to the nature of the documents and if you can identify them, please let me have copies.

"2. Mr. Lowry has informed the Tribunal that on his arrival in Birmingham on 24th of September 1998, he was collected from the airport by Mr. Kevin Phelan and that, by arrangement, they then went to a hotel premises in Northampton where they had a meeting with you. This meeting was described as a social meeting and that over drinks there was wide-ranging discussion, including a general chat on the Mansfield property. Bearing in mind your statement (see page 3 of your letter of the 6th March 2003) that Mr. Lowry had come to Northampton to discuss the

Mansfield property, can you please let me know why you appear to have felt it necessary to bring the Doncaster file to the meeting and, moreover, to make available to Mr. Lowry (and presumably Mr. Phelan) copies of the completion statement."

And it continues:

"In your letter of 6 March 2003 (see page 4) in recounting your conversation with Mr. Phelan in the course of which you realised that you had mistakenly assumed that Michael Lowry was involved in the Doncaster Rovers project, you informed Mr. Kevin Phelan that a letter to Mr. Aidan Phelan had been dictated and typed but that it had not gone through your fax machine and that it had not been posted.

You drew attention to a copy of the letter on your file with a 'line through it'. Please let me know why your copy of the letter of the 25th September to Mr. Lowry did not have a similar line through it, as one would have expected having regard to what appears to be your practice, as described above.

"As I have already mentioned, the Tribunal will still be very anxious to endeavour to arrange a meeting to discuss some of these matters and in general to examine your involvement in the Doncaster Rovers project. Should you decide to give evidence, then, in view of the fact that you are not a compellable witness, the Tribunal will be responsible for all your of your reasonable expenses."

And it was that letter from the Tribunal's then solicitor,

Michael Heneghan, to Christopher Vaughan that he forwarded to you, together with his draft response and asked you for your comments.

And this was his draft response, 19th of May 2004:

"Dear Mr. Heneghan,

"Thank you for your letter of the 14th May. In response to the points that you have raised:

"1(A) I believe so but after such a long period of time I really cannot remember one way or the other.

(B) Not applicable.

"2. I think Michael Lowry is mistaken. I never met him and Kevin Phelan at a hotel. The only meetings I had with him were in this office on the afternoon of the 24th September and the morning of the 25th September 1998. I have no note of the fact, but do I recall that Kevin Phelan and Michael Lowry left me on the 24th of September and were then going to go out for a meal. I certainly did not accompany them.

"I don't quite follow the point you are making as to the letter with the line through it. If you look at my letter of the 6th March last, it states that the letter that had been dictated and typed to Aidan Phelan had not been faxed and had been posted but it still remains on my file with a line through it.

"The letter of the 25th September was actually handed to Michael Lowry and, therefore, there was no need for a line to be put through it as he actually had that letter.

"I hope this clarifies the situation unless we are at cross-purposes over which letter you are referring to.

"You mentioned in your last paragraph that the Tribunal wished to examine 'your involvement in the Doncaster Rovers project'. My involvement was that I acted on behalf of Westferry who acquired the majority shareholding in Doncaster Rovers Football Club Limited.

"So far as I am concerned, Michael Lowry did not feature at all in respect of any of the negotiations relating to the purchase by Westferry of the shares in DRFC.

"I would reiterate what I said in my letter of the 1st August last to you when I offered to meet the Tribunal legal team.

In anticipation of that meeting, I have actually arranged for an English solicitor, Duncan Needham of Max Engel & Company in Northampton to assist and advise me if necessary."

And do you remember Mr. Vaughan sending you on those enclosures?

A. I do, yes, yes.

Q. And he asked for your views regarding his draft reply?

A. Yes.

Q. And do you remember did you get back to him with your views on it?

A. I don't believe I did. I think if you go forward to tab N.

Q. Yes, tab N, I see that?

A. He sends it to me again.

Q. That is the 13th of July?

A. Yes.

Q. "Dear John,

"I refer to my letter of the 19th of May last. I do not seem to have had a reply from you. In case my fax went missing, I enclose a copy of it." So he enclosed a copy of that. He also enclosed a copy file note dated 9th July following a telephone call he had had from Colm Keena. He said he has heard nothing from the Tribunal since the Tribunal's letter of the 14th of May.

So he encloses it to you again and is looking for your comments.

Now, if we just go over to O then, but we can pass over because that is an enclosure with his next letter to you of 10th of August 2004, the following month:

"Dear John,

"I refer to our recent telephone conversation as to this."

You see that?

A. Yes.

Q. "I refer to our recent telephone conversation as to this.

"I understand the Tribunal is now on holiday for the whole of August.

"Just so there is no misunderstanding between us, under no circumstances will I appear either formally or informally before the Tribunal or its officers until such time as we have discussed the purpose of my appearing before the Tribunal in further detail.

"This is not because I would in any way want to mislead or confuse the Tribunal, but as we have discussed on several occasions previously, my contemporaneous knowledge of the various people involved in the acquisition of St. Columba's church site in Cheadle, the land at Mansfield and the shares in Doncaster Rovers Football Club Limited is vastly different from my current knowledge of those people and their reasons obtained from a variety of different sources.

"It is very difficult to try and restrict the parameters of my knowledge to that which was current at the time that these three transactions were taking place without having that knowledge supplemented by the subsequent information given to me."

He says:

"I have copied the files that the Tribunal has already seen relating to the acquisition of St. Columba's church and the land at Mansfield and given copies to my solicitor, Duncan Needham.

"I have also copied all the correspondence that I have had with the Tribunal, Peter Carter-Ruck, yourselves and Michael Lowry's solicitors and have passed that on to Duncan Needham as well so that he is aware of the whole background to the matter. I have also spent some time with him briefing him as to the background and told him to look at the Tribunal website. If you type my name into most search engines, it immediately links me to the Tribunal.

"I am, therefore, enclosing a note of my charges which

relate purely to this matter up to today's date.

"Yours sincerely,

Christopher Vaughan."

He was enclosing a note of his charges there, Mr. Ryall,

was he?

A. That's right, yes.

Q. And that is in relation to his dealings with the Tribunal,

was it?

A. Yes.

Q. So you were discharging Mr. Vaughan's professional fees?

A. We were, yes.

Q. In relation to dealings with the Tribunal?

A. With the Tribunal, yes.

Q. Which is I suppose why he considered you to be his client?

A. Yes.

Q. Mm-hmm. Now if you just go over to the previous page, he

clearly wanted to bring home to you that there would be no

misunderstanding and that under no circumstances would he

appear either formally or informally before the Tribunal

or its officers until such time as he had discussed the

purpose of appearing before the Tribunal in further detail

with you.

A. That is what the letter says, yes.

Q. He then goes on to say that this is not because he wanted

to mislead or confuse the Tribunal, but that he had

difficulty in identifying what his contemporaneous

knowledge of the Mansfield, Cheadle and Doncaster Rovers

was at the time and to distinguish that from the knowledge that he had acquired subsequently from dealing with various people, isn't that right?

A. That is what he said, yes.

Q. And that seemed to be his real difficulty, didn't it?

A. It seemed to be, yes.

Q. And he discussed?

A. The passage of time that the passage of time, given that these transactions had taken place a number of years previously.

Q. And he said he had discussed that with you on several occasions? You see that, "on several occasions previously"?

A. Yes, I see that, yes. I think the he would have discussed the reference to Michael Lowry with me.

Q. Yes.

A. Can I just

Q. Yes, of course.

A. I did not have any discussions with him about the other three properties that are mentioned there.

Q. The Mansfield and Cheadle?

A. Yes. I have no knowledge of them, anyway, so I wouldn't have known what he was talking about, even if he had had a discussion with me, but I do recall that we had a discussion about the Michael Lowry letter.

Q. In order for these fees to be paid, Mr. Ryall, what did you do with Mr. Vaughan's fee note, where did it go?

A. What's that?

Q. Mr. Vaughan's fee note that he sent you there for dealing with the Tribunal's inquiries?

A. It was on our file.

Q. I am sorry?

A. I am sure it was on the file that we would have submitted.

Q. What would you do with it? Would you have to bring it to the attention of somebody or how would you go about arranging to have it paid?

A. David Sykes, who is our principal treasurer, would have paid it.

Q. Now, if you just go over to 9, the next Divider, I think it's P, actually, or Q. It's the 20th of August 2004.

It's 4:00, Sir. I don't think I am going to realistically finish this this evening.

CHAIRMAN: Well, I appreciate you have quite an amount to get through, Ms. O'Brien. It may be that some of the remaining letters, it may be possible to agree a form of truncation a little bit on the morrow but I appreciate these have to be dealt with. I am conscious that we have a witness specially fixed for tomorrow who is attending from out of the jurisdiction to testify. In ease of that person, I think it's desirable we take up the balance of Mr. Ryall's evidence at 10:30 tomorrow.

MS. O'BRIEN: Very good.

THE TRIBUNAL THEN ADJOURNED UNTIL THE 9TH OF MARCH, 2007,
AT 10:30 A.M.

