

A P P E A R A N C E S

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I N D E X

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THE TRIBUNAL RESUMED AS FOLLOWS ON FRIDAY, 26TH MARCH,
2004 AT 11AM.:

MS. O'BRIEN: Mr. Hans Myhre, please.

HANS MYHRE, HAVING BEEN SWORN, WAS EXAMINED AS FOLLOWS
BY MS. O'BRIEN:

CHAIRMAN: Good morning, Mr. Myhre. Thank you for
your attendance.

Q. MS. O'BRIEN: Morning, Mr. Myhre. Thank you.

Mr. Myhre, you have provided the Tribunal with a
memorandum of intended evidence which in fact is
headed "Statement of Hans Myhre", and it's dated the
19th November, 2002. And what I propose to do in
relation to your evidence is to initially open that
statement and to read it out and ask you to confirm
that its contents are correct. Then I propose just
taking you through the documents that are appended to
your statement, and then I would intend just
returning, if needs be, to discuss one or two matters
arising out of your statement.

A. Okay.

Q. Now, the document is headed "Statements of Hans Myhre,

Matter: Esat Telecom donation, dated 9th October, 1995, of IR $\text{€}4,000$ to the Fine Gael Party in respect of a Golf Classic on October 16th, 1995".

You informed the Tribunal that in the last week and for the first time you were made aware that a party political donation of $\text{€}4,000$ was paid by Esat Telecom/Denis O'Brien to the Fine Gael Party. The donation was made by means of a bank draft. The draft was sent by the marketing coordinator of Esat Telecom to Mr. Phil Hogan, TD, of the Fine Gael Party. You have also been informed that the funds for the donation were drawn on an account named the Esat Telenor JV account. That was the first time that you had heard that drawings on the account were used for such a purpose. The use of funds from the account for the purpose of a political donation was done without your knowledge or consent. To the best of your recollection, sometime in late May or in early June, 1995, it was agreed between Telenor and Esat Telecom that a joint account be established in the name of both companies. You understand that a resolution was signed on behalf of Telenor Invest for the establishment of an account with Bank of Ireland, Baggot Street Branch. You understand that the account was later established. It was a joint venture current account for the purpose of making payments for and on behalf of the Esat Digifone project until Esat

Digifone Limited became operational. The account was funded by equal contributions from Telenor and Esat Telecom.

You state that based on information received from Per Simonsen and copy documentation received from Kilroy's, the account was to operate on the basis that all instructions to the bank would require two authorised signatories, at least one on behalf of Telenor and at least one on behalf of Esat Telecom.

You and another Telenor executive, named Per Simonsen, were the authorised signatories on behalf of Telenor; Peter O'Donoghue and Denis O'Brien were the authorised signatories on behalf of Esat Telecom. It was not possible to make withdrawals or draw funds on the account without one authorised signature each from Esat Telecom and from Telenor.

You state that in practice, Per Simonsen was the actual authorised signatory on behalf of Telenor in relation to most of the withdrawals from the account.

You may have been asked to sign some cheques when Per Simonsen was not available in Dublin. You were engaged in the technical side of the Esat Digifone project, and you were not responsible for the commercial and business aspects of the project. To the best of your knowledge, the initiative for drawings on the account primarily, if not exclusively, originated from Esat. Peter O'Donoghue, Chief

Financial Officer of Esat, or Denis O'Brien proposed various items for payment which were accepted based on their explanations. Generally speaking, Telenor were entirely dependent upon explanations received from Esat, who were dealing with the local day-to-day running of the project.

You have been shown a statement of the account for October, 1995, with the Bank of Ireland, Pembroke Branch. You have no recollection whatsoever of having authorised a withdrawal for the purpose of a political donation, whether to Fine Gael or to anybody else. If you had been requested to authorise a withdrawal from the account for the purpose of a political donation, you would have refused. The purpose of the account was to deal with business expenses. A donation to a political party was not such an expense. You had no authority to commit or authorise withdrawal for that purpose.

You have been shown an electronically scanned image of a fiche copy of a cheque dated 5th October 1995, signed by Denis O'Brien and yourself. This was the cheque which authorised a withdrawal of the sum of €4,001.75, which sum of money, based on the statement, was debited on the account. You accept that based on a visual inspection, the signature of "Hans Myhre" on the cheque looks like your signature, even though you have no recollection of signing the cheque. The

cheque is dated 6th October, 1995. That was a Friday.

According to your travelling invoices, you were in Dublin on that date, and according to the presented cheque, signed the cheque.

You categorically state that you did so without knowledge whatsoever as to the true purpose of the withdrawal, and you certainly did not know that it was for the purpose of a political donation. You are shocked and upset to find your name associated with the donation, about which you knew nothing at the time and have only been informed of the previous week.

And your statement is dated the 19th November, 2002, and "Yours Sincerely", signed by you as executive of Telenor Mobil Communications AS.

And can you just confirm formally that the contents of your statement are correct?

A. I confirm it.

Q. Now, I just want to look initially at some of the documents which are appended to your statement. Do you have copies of those with you in the witness-box?

And if not, I can arrange to have them handed up.

A. No, I don't.

Q. We can just hand them up. They are in the Tribunal book behind Divider B of Flag 10, I think; yes, Flag 10, Divider B of Book 38. We'll just try and get some copies for you now.

You have them now.

A. Yes.

Q. Now, the first one is a copy of the resolution of Telenor International to open the account. And I think that was the resolution that was referred to in your statement. Do you have that there?

A. Yeah.

Q. And it's headed "Resolution Telenor International.

"1. Bank of Ireland. Hereinafter called "The Bank"

be and is hereby requested to open and continue one or more accounts in the joint names of Telenor Invest and Esat Telecommunications Limited hereinafter called "The Customer" at its Baggot Street Branch, that the bank be and is hereby authorised to honour all cheques and other negotiable instruments drawn, made, endorsed or accepted on behalf of the customer and to act on all instructions relating to the accounts, affairs or transactions of the customer, notwithstanding that such action may cause any of the accounts to be overdrawn or any overdraft to be increased provided that they are signed on behalf of the customer by the following:

"2. The bank be supplied with a list of the officers authorised to sign as per item 1 of this resolution, together with their specimen signatures, and the bank be informed in writing, signed by any one of the then authorised signatories or by the Secretary of both companies, of any change which may occur from time to

time in the above officers of the customer. There must be two authorised signatures for the new account, one from each company, as specified in Item 1.

"3. The bank be and is hereby requested to grant accomodation by way of overdraft, loan or otherwise for the purposes of the customer on such terms and conditions as are current in or may be stipulated by the bank from time to time.

"4. This company shall hold itself severally as well as well as jointly liable together with Esat Telecommunications Limited for all monies due and liabilities incurred under the above authorisation in any manner whatsoever.

"5. The resolution be communicated to the bank and remain in force until an amending resolution shall be passed by the management of this company and by the Board of Directors of Esat Telecommunications Limited and a copy of each of the said communicated to the bank.

"6. Overdraft of the account shall not occur."

And it's signed by Mr. Johansen as Chairman of the Board of Telenor Invest AS. I think that's the resolution that you were referring to in your statement; is that correct?

A. Yeah.

Q. And presumably there would have been a similar resolution from Esat Telecom?

A. Yes.

Q. If you just go over the page, this is part of the mandate to the bank with the authorised signatories referred to in the Telenor resolution. And you'll see it's a letter it's on the headed notepaper of Communicorp Group Limited, dated 8th June. It's addressed to the manager of Bank of Ireland, Lower Baggot Street.

"Dear Sir/Madam.

"The following are samples of the authorised signatories for the new account being set up at present for the name 'Esat JV.'"

Then "Denis O'Brien" and Mr. O'Brien's signature, and "or Peter O'Donoghue" and there is Peter O'Donoghue's signature, and "And Per Simonsen". Again it's signed by Mr. Simonsen "Or" yourself, ".Hans Myhre". And I take it that's your signature?

A. That's right.

Q. It says: "There must be two authorised signatures, the first to be either Denis O'Brien or Peter O'Donoghue and the second authorised signature to be either Per Simonsen or Hans Myhre."

It's signed by Peter O'Donoghue in his capacity as Chief Financial Officer.

In fact you say in your statement that Mr. Simonsen was the primary actual signatory on the account, but in terms of the mandate to the bank, both of you were

signatories on the Telenor side; isn't that right?

A. That is correct.

Q. Can I just ask you, in terms of your authority from Telenor to sign cheques on the joint account, was there any limitation on your authority?

A. No practical limitation.

Q. Right. So there was no limitation in terms of the amount of the cheque, or in terms of what the cheque was for, but presumably provided you were satisfied it was for a proper expenditure?

A. Proper expenditure, and as I said in my statement, for business purposes, because it was a business account.

Q. And in fact we have seen there were some quite substantial cheques drawn on the account; I think maybe the biggest cheque was something short of $\text{€}60,000$. But there was no limitation on the amount for which you could sign?

A. Not as I can remember, and no.

Q. Now, the next document is a copy of the microfiche of the cheque of the 6th October, 1995. And we can put that on the monitor now as well.

Now, you see the cheque is drawn on Bank of Ireland, Lower Baggot Street, Dublin 2. It's dated 6th October, 1995. It's payable to Bank of Ireland. It's for 4,001.75. It's drawn on the account of Esat Telecommunications Limited and Telenor Invest AS. It's crossed "Account Payee Only". And that appears

to be your signature below "Account Payee Only"; is

that correct?

A. That is my signature.

Q. And Mr. O'Brien's signature to the right of your signature?

A. I suppose that is the same. I know my signature.

Q. We'll come back to that. We'll come back and look at that further in a moment.

Now, just the next document is a copy of the bank draft that was used to make the donation to Fine Gael in respect of the sponsorship of the Golf Classic and was purchased with the cheque that we have just referred to. You'll see it's a bank draft drawn on Bank of Ireland, Pembroke Branch, Dublin. It's dated 6th October, 1995, and it's for $\text{€}1\frac{1}{2}$ 4,000 even. You see that?

A. Mmm.

Q. You wouldn't of course have necessarily ever seen that draft; isn't that right?

A. I cannot remember having seen this draft.

Q. The next document is just a letter from Esat Telecom dated 9th October to Mr. Phil Hogan TD.

"Dear Phil.

"Please find enclosed a draft for the golf on the 16th.

"I understand that Denis has requested that there are no references made to his contribution at the event.

"Best of luck on the day.

"I'll give you a call soon.

"Yours sincerely, Sarah Carey", who was marketing coordinator for Esat Telecom.

That appears to be the letter under cover of which the bank draft that was purchased with the cheque we have just referred was forwarded to Fine Gael.

Now, the next document that again I'll refer you to briefly, but we'll come back and look at perhaps in more detail, is an extract from the cheque payments analysis records that was kept with regard to the joint venture bank account. Do you see that?

A. Mmm.

Q. Now the Tribunal understands, but has not yet heard evidence of this matter, that this particular cheque payments analysis record was kept by a Ms. Jackie O'Brien, who was the personal assistant to Mr. Peter O'Donoghue. Do you remember Jackie O'Brien?

A. I remember Jackie O'Brien.

Q. Now, you see there the entry. Firstly, the date is for the 6th October, 1995. The cheque number is given as 32. The total is 4,001.75. The payee is identified as Fine Gael. The details are "Donation".

The net amount is again 4,001.75. There is no VAT on it, so the net and the total are the same. And then in terms of the breakdown and analysis of the payment as between staff pages, staff costs, under

"Descriptions and Travel, Professional Fees and Bid Production", it's listed under the column "Bid Production"; do you see that, there on the right-hand side?

A. Mmm.

Q. Now, Mr. Myhre, in your statement you indicate that you were involved on the technical side of Telenor's operations with regard to the Esat Digifone bid; is that right?

A. That is correct.

Q. And I think you are an engineer by profession; would that be correct?

A. That's correct.

Q. Now, we know you were here on the 6th October, at least, and I think you were probably also here; you must have been here on the 12th September, because I think you are one of the Esat Digifone team that attended the presentation. Isn't that right?

A. That is correct.

Q. Do you recall at all or do you know from your records or from your diaries how often you were here in Dublin during the period of the preparation of the bid?

A. I have a list of my travels to Dublin. So I have a complete list which I can show to you.

Q. Can you tell me, were you here frequently?

A. I was here frequently. I was here from early May, mid-May '95

Q. So you were one of the early people who arrived?

A. Yes, I was here from the beginning.

Q. And then from mid-May until the 16th October, were you pretty well here for the duration of that time, or did you travel forward and back?

A. I travelled forward and back. It was a break when the licence production was stopped in mid-June, so then I went home and came back again in around 25th July when we should prepare the final bid.

Q. And were you here from the 25th July, then, to the 4th August, or perhaps for some days after the 4th August?

A. That is correct, a few days after the 4th August. I have the list in my bag.

Q. And then presumably you came back in advance of the presentation, did you?

A. Yeah, I was here several times during the period from we delivered the bid and until the presentation, because we were responsible for making purchasing equipment for the Esat Digifone network, and that was my responsibility.

Q. And clearly you didn't leave entirely after the presentation, because you were here also on the 6th October?

A. That is correct. I was here, say, 60, 70 percent, maybe 80 percent of the time.

Q. I see.

A. Until licence award. After that it was permanent.

Q. I see. After that it was permanent?

A. Mmm.

Q. Right. Now, I know that we know from that cheques analysis document that on the 6th October, there were six cheques drawn on the account; and as you say, that you would sign when Mr. Simonsen wasn't available, and he apparently wasn't available on that day. I presume we can take it that you would have signed all of those six cheques?

A. That sounds natural.

Q. Now, apart from that occasion, were there other occasions I presume there were when you signed cheques rather than Mr. Simonsen?

A. I presume that, but I cannot remember any details. I have no recollection of signing these cheques because it was a part of my main focus was the technical roll-out.

Q. Of course. But you don't recall, by the same token, the 6th October as being a unique occasion in terms of the signing of cheques?

A. No, I don't consider that as a unique occasion.

Q. Now, I just want to discuss with you briefly the procedure that was used and adopted in relation to the signing of cheques. And the Tribunal has heard some evidence in relation to that procedure from both Mr. Denis O'Brien and from Mr. Peter O'Donoghue.

Now, can I take it that when the cheques came to you,

the details of the cheques had been completed?

A. I will assume that it will not be a cheque with, for instance, for value assigned to it.

Q. Precisely. You couldn't satisfy yourself that the amount was due, or that it was a proper expense, unless the payee had been completed and written and unless the amount had been inserted in the cheque; isn't that right?

A. That is right, yes.

Q. So in the ordinary course, can we take it that when the cheques came to you, the payee had been written in, the amount of the cheque had been written in, and the cheque may or may not have been dated, but probably was dated?

A. Probably dated as well.

Q. I think that was confirmed that really confirms what both Mr. O'Brien and Mr. O'Donoghue were also saying.

Now, presumably with the cheques, there had to be some documentation or you had to be furnished with some information from which you could satisfy yourself that it was appropriate and proper for you to sign the cheque; isn't that right?

A. That's correct. Either a documentation or an explanation.

Q. Right. I think Mr. O'Brien's evidence was that in the ordinary course, the cheques would come with

attachments, and attached to the cheques would be an invoice or possibly an account statement or some other form of documentary proof to indicate what the payment was in respect of and that it was due and owing?

A. That's correct.

Q. And you would agree with that evidence?

A. If I didn't agree, I will check it or ask additional information.

Q. I see. So it was open to you to ask for additional information?

A. Yes.

Q. Okay. So you would accept that that was the usual procedure?

A. Yes.

Q. Now, in addition to that procedure, we have already looked at the at an extract from the cheques payments analysis, but we have another copy in which some of the details has been left a a little bit more detail has been left in, and I just want to refer you to that also. We have taken out the name of the payee from the cheques payments analysis just to protect their identity. But we'll show that to you now.

Now, this is an extract we'll just have it on the monitor in a moment.

A. That's fine.

Q. Now, this is an extract from the cheques payments

analysis for the period from the 1st September 1995 to the 23rd October, 1995; do you see that?

A. Yeah.

Q. And you see that in respect of each cheque that was drawn on the account, all of the details were inserted, the same details that we have seen earlier in relation to the cheque for £4,001.75; so it appears that in the case of every cheque that was drawn on the account there was the date, the cheque number, the total of the cheques was recorded, the name of the payee, the details of the cheque, which appears to be the expenditures in respect of which the cheque was being drawn, the net amount, the VAT payable, the total amount, and then you see beyond that there are another five columns in this analysis that enabled the nature of the payment to be identified?

A. Mmm.

Q. As between staff pages, staff costs, subsistence and travel, professional fees and bid production. Do you see that?

A. Yes.

Q. And we can see from the fourth column down, or the fifth column down, which is headed "Details", the kind of expenditures which were being made and paid for from that account. We can see that there is a membership there, Esat Telecom, there is a dyeline copying, professional fees, phone account, services,

again I think professional fees, two weeks night security, mobile phones, accommodation, couriers, colour copying and so forth. Fairly typical kind of expenses that you would come across in any business, aren't they?

A. Mmm.

Q. And would you agree with me that that's a fairly comprehensive record of the cheques that were drawn on the account?

A. That is what I would expect, but not necessarily what has been written on the cheque, but the explanation of what was the purpose of the cheque.

Q. What do you mean? Sorry, I am not with you about what was

A. It says here, for instance, "Member Esat Telecom". It might not have been stated on the cheque that that was the case.

Q. Well, that may be, because I think in fact, if we look at that entry from a copy of the analysis where the payee hasn't been masked, I think it's quite clear who the payee was and what the membership related to. I don't want to refer to it here, but I can hand it up to you and you can satisfy yourself. But perhaps you can satisfy yourself of that later.

A. No, I know. That's okay.

Q. If we go again to the 6th October, which is on the second page, we can see the six cheques that were

drawn on that date. The first one was for €3,903.93.

That was in relation to letterhead and reprint other pages. The second one was for the €4,001.75 payable to Fine Gael in respect of a donation. The third one was for €405 for expenses. The next one was €3,630 for Esat Digifone recruitment ad. The fifth one was for €106.48 in respect of colour copying maps. The final cheque was for €4,235, and was for "public relations fees-September." Do you see that?

A. Yes.

Q. Now, if we just go back to the cheque of the 6th October again, and if we can put that on the monitor. Now, would you agree with me, having just had a run-down on the cheques analysis for the two months, that in terms of the payee of the cheque, that cheque was somewhat unusual, in that it was payable to Bank of Ireland; isn't that right?

A. I wouldn't find that unusual, if it was used for some to pay in some way for whatever it might be.

Q. Right. But in terms of the payee, Bank of Ireland wouldn't be a usual trade creditor of any company, would it?

A. That is correct.

Q. So I mean the fact that it was payable to Bank of Ireland, of itself, I think, would mean that the cheque was somewhat unusual in terms of the ordinary run-of-the-mill of the cheques that we have seen that

were being drawn from that account?

A. I would say that it could be different ways of paying things. As we see in Norway, that someone would want to have paid in cheques, someone would like to get it paid in cash; so I suppose that in this case, it was agreed with the payee that it should be paid in a certain way, which needed to go via Bank of Ireland, or that type of process.

Q. If that was the position, you would have made an appropriate inquiry, wouldn't you?

A. I would have required for the payment and not of the payment method. So if it was via a bank draft or a cheque, I would not be concerned about that.

Q. I accept that, but if you were shown an invoice from a trade creditor, and at the same time, you were being asked to sign a cheque to the Bank of Ireland for the amount that was due, you would inquire why the cheque was being made to Bank of Ireland rather than to the trade creditor, wouldn't you?

A. Of course.

Q. Now, just coming back to your statement, you said the following in relation to this cheque. You stated that you have no recollection whatsoever of having authorised a withdrawal for the purpose of a political donation, whether to Fine Gael or to anybody else. You say that if you had been requested to authorise a withdrawal from the account for the purpose of a

political donation, you would have refused. The purpose of the account was to deal with business expenses. A donation to a political party was not such an expense. You had no authority to permit or authorise a withdrawal for that purpose.

Now, I just want to clarify with you exactly what you're saying in this paragraph, if I may.

Now, am I correct in thinking that what you are saying is that you have no memory of signing this cheque?

A. That is correct.

Q. So do I take it, therefore, that you have no memory of any person coming to you with the cheque asking you to sign it?

A. That is correct.

Q. Do I take it that you have no memory of the cheque itself made out to Bank of Ireland?

A. That is correct.

Q. And can I take it that you have no memory at all of what explanation you were given in relation to this cheque?

A. That is correct.

Q. So am I correct, therefore, in that what you are saying, is it the only basis on which you state that you did so without knowledge is that you would not have signed a cheque for a political donation?

A. It's correct I would not have signed if it was for a political donation.

Q. But that's the only basis on which you are saying that you didn't have full knowledge of what this cheque was for?

A. When I talk about what I said is that it is the principle on signing these type of payments.

Q. But you are saying that purely on the basis of principle, not because you have any memory, because you have no memory?

A. That is correct.

Q. But you do know

A. I have memory, but not of this.

Q. But you do know that you must have been furnished with an explanation, otherwise you wouldn't have signed it; and you do know that you must have been satisfied that it was an appropriate cheque to sign in terms of business expenditures?

A. That is correct.

Q. Now, can I ask you in terms of what you say your objection would be to a political donation. Can I just explore that with you a little. Is that because you'd have had a personal objection to signing a cheque for a political donation?

A. I would find it inappropriate to give a political donation in the phase we were before we got the licence.

Q. Was that your personal view?

A. It was my personal view.

Q. Is that your personal view now?

A. Yes, regarding a licence, yes.

Q. Would that have been your personal view at the time?

A. Yes.

Q. Did you discuss it with anybody at the time?

A. Not as I can remember.

Q. But I am just wondering why you say it would have been your personal view that it was inappropriate to sign a cheque for a political donation prior to the result of the licence evaluation being announced; I am wondering why you're saying that.

A. Because it might have a political influence if we do a donation to a political party which might have an impact on the evaluation.

Q. Well, was it something that you addressed at the time?

A. No.

Q. Was it something you ever discussed with anybody in Telenor at any time?

A. No.

Q. No?

A. Not as I can remember.

Q. I see. Were you aware that only two months after the 6th October, that Mr. Arve Johansen, Chairman of Telenor Invest, had no difficulty in providing a donation of \$50,000 on behalf of Esat Digifone to Fine Gael?

A. I was I had been aware of that, that type of

donation later. I have never I did not know about that at that time.

Q. At what time?

A. Well, I heard about it two years afterwards.

Q. I see. But you weren't told about it at the time?

A. That is correct.

Q. But if there was nothing wrong with Mr. Johansen making that payment available, what was wrong with paying i;¼4,000 to sponsor a Golf Classic?

A. I see no problem of sponsoring a Golf Classic, because that is a golf tournament, and I don't see that there is any connection between a golf tournament or any political things.

Q. Well

A. If that was the explanation for this. I don't remember; I don't recollect anything about the explanation for this cheque.

Q. So if you had been asked to sign this cheque on the 17th October, the day after the licence result had been announced, do I take it from your evidence that you'd have had no difficulty in doing that?

A. I am sorry, could you repeat.

Q. If you had been asked to sign this cheque on the 17th October sorry, on the 26th October, the day after the result of the evaluation competition had been announced, do I take it from your evidence that you'd have had no difficulty in signing it?

A. I would have personal problems at that time as well to sign cheques to a political party, but that will be a personal reasoning.

Q. Well, if it had happened then on the 26th October, would you have consulted Mr. Johansen or perhaps Mr. Digerud to ask them whether the cheque should be signed?

A. I would probably consult someone.

Q. Now, when Mr. O'Brien was asked about this cheque, it was his evidence that the probability was that the cheque was attached to a copy of a letter of the 30th August, 1995. And you have had a plain copy of this letter all right, but we have also circulated another version, another copy of that letter, which has only relatively recently been produced to us from Mr. O'Brien's documents, on which there is some handwritten annotations, and I just want to refer you to that. We can put one on the monitor and I think do you have a hard copy of it there?

A. Yes, thank you.

Q. You see it's dated 30th August, 1995. It's addressed to Denis O'Brien.

"Dear Denis,

"I am delighted to hear of your response in becoming a sponsor of the Fine Gael golf classic. I gather this arose through discussions with Mark FitzGerald. Your very generous sponsorship of $\text{€}1/24,000$ will be used

twofold, with $\frac{1}{2}$ 1,000 sponsoring a hole and the remaining balance sponsoring the wine for the gala dinner. As I am sure Mark already discussed with you, appropriate advertising will be utilised.

"I look forward to your attending the dinner on the night, which I think will be an excellent evening.

"Again, many thanks for your kind support.

"Yours sincerely,

"Phil Hogan, TD."

Now, do you see that letter there?

A. Yes.

Q. Now, there are some annotations on the letter. You see there:

"DOB

"how do you want to handle payment?"

Signed "SA" we believe that was Mr. O'Brien's personal assistant, Sally Ann. There seems to be an arrow there, then, through the "Private and Confidential and the 30th August 1995," to the right of that is, "SA". And then further down there is another handwritten annotation, "Personal cheque".

There seems to be a line through it, and then on the bottom right-hand corner, in a box, is "Brenda O'Keefe", underlined. "Please get a draft for $\frac{1}{4}$ K ASAP". Do you see that?

A. Yes.

Q. Now, we haven't yet obtained a statement from Ms.

O'Keeffe, but we understand from Ms. O'Keeffe that she more it was more likely than not that Ms. O'Keeffe would have asked Mr. O'Brien on what account to debit the draft to, and having been told which account to use, that she would have asked Mr. O'Donoghue's personal assistant, Jackie O'Brien, to obtain the cheque and to go to the bank to obtain the draft. I wonder, does that information assist you at all in your recollection of these events?

A. I don't recollect I would not be involved in this type of preparation for a cheque.

Q. You see, Mr. O'Brien's evidence is, as indicated to you, was that the probability is that this, the cheque, when it came to you or when it came to him, would have been attached to this letter.

Now, assuming for the moment that Mr. O'Brien is correct and it was attached to this letter, would you agree with me that you would have clearly understood the purpose for which the cheque was going to be used?

A. It looks like it says here, it's a Fine Gael I would probably think that this would be a political donation or a link to a political event. I would not say a political donation, but a political event.

Q. It's clear there, there is no concealing it, a sponsor of the Fine Gael Golf Classic.

A. Yeah, on this paper, yes.

Q. Now, again I just want to refer you back to the

cheques analysis cheque payments analysis document,
to the entry in respect of the cheque. And again we
are looking at Cheque Number 32. Again we see the
amount, the payee identified as Fine Gael, the
details, a donation, the amount again; do you see
that?

A. Yes.

Q. Now, do you agree with me that as far as that entry is
concerned, there was no attempt to conceal, at all,
what this cheque was used for?

A. To conceal it for whom? I am not clear.

Q. To conceal it in the record.

A. In the record, that is clear.

Q. And there was no attempt at all to record otherwise
than the full details of this payment in that record;
isn't that right?

A. Mmm.

Q. In fact, the person who was keeping the record
probably even went further than they might have needed
to go, because the thing could quite legitimately have
entered Bank of Ireland as payee of that cheque?

A. Yes.

Q. Instead of which they didn't; they put in Fine Gael?

A. Yes.

Q. The ultimate beneficiary of the cheque, if you like?

A. And which would explain why $\text{€}4,000$ should be paid,
which not necessarily had to be stated on the cheque

but was a background for the payment.

Q. Yes. Now, there is one final matter I want to refer you to, and I know again that you can't assist the Tribunal on it because you had nothing to do, I think, with the reconciling of the bid costs at the time the shareholders agreement was concluded; is that right?

A. Mmm.

Q. But I just want to refer you again to another document to indicate at least where this payment, at least indirectly, has been recorded. This is an extract from the accounts of Esat GSM Holdings Limited for the period from the 14th December, 1993, which was the date of incorporation, to the 31st December, 1995, and this was the company, I think, through which the bid costs were dealt with. You see there, "Esat GSM Holdings Limited.

"Directors report and financial statements.

"Period from 14 December 1993 to 31 December 1995".

And this is an extract from the certified accounts.

Now, if I just refer you to an extract from the appendix to those accounts. It's headed "Appendix 1 Administration Expenses". Do you have a hard copy with you? It might be easier if you work from a hard copy.

Do you see that? "Administration Expenses", period ended 31 December, 1995.

And we have blanked out the figures. You see on the

left it's the site costs, and it lists site options, surveying, maps, advertising, planning applications, staff expenses and so forth. And then below that, GSM costs: Management charge, professional fees, staff salaries and so forth.

And I just want to draw your attention to the entry there, "Sponsorship and Subscriptions". Do you see that?

A. Yes.

Q. And the entry for that item is i£½21,024. Do you see that?

A. Yes.

Q. Now, the Tribunal made inquiries from KPMG, who were the auditors who certified these accounts, as to whether they could assist the Tribunal in relation to how the breakdown of that figure of i£½21,024, and the Tribunal received from KPMG a copy of their original working paper from their files showing an analysis of the total sum of i£½21,024.

And I'll just show that to you and again. Much of it has been blanked out, which isn't relevant to what the Tribunal is inquiring into. But you see that's "Name of Client: Esat GSM Holdings.

"Date: 20/6/1996". I think the initials of the person who prepared the document.

Then "Sponsorship and Subscriptions" on the right, "i£½21,024". That's the same figure as appeared in the

certified accounts.

Then there are various headings, "Miscellaneous".

Then below that, "A: Subscriptions". You see then,

"B: Political donations". Do you see that?

A. Yes.

Q. And you see below that "Fine Gael", and on the right, "4,002"?

A. Yes.

Q. And obviously that's been rounded up to the closest pound rather than inserting it at 4,001.75, and really the only reason I am drawing that to your attention is that it is another instance of this payment being dealt with in the documents and books of the company in an entirely open way. Do you see that?

A. Yes.

Q. Can you tell me that generally, did you hear anything about a golf outing or a Golf Classic in September or October?

A. Not that I can recollect.

Q. It's just that Mr. Simonsen, I think, had heard about it; but you can't recollect hearing anything about it?

A. I am not a golf player. I am sorry to say, I have no interest in golf.

Q. I don't think you need apologise for that.

Thank you very much, Mr. Myhre.

MR. McGONIGAL: Just one small question, Mr. Chairman, which may have no relevance at all.

THE WITNESS WAS EXAMINED AS FOLLOWS BY MR. McGONIGAL:

Q. MR. McGONIGAL: But I wonder if you'd just have a look at this document, the I am not quite sure what you are calling it, but the detailed list document.

CHAIRMAN: The analysis.

Q. MR. McGONIGAL: Yeah, the analysis. I wonder, would you just have a look at the second page of that for me for a second. Do you have that?

A. Yeah, I have it.

Q. Do you see there on the 10th October, tenth item down, do you see that? It's 61 polo shirts?

A. Yes, I see that.

Q. I wonder, is that a sponsorship? Or what is that? Can you help me?

A. I can help you with that.

Q. You can help me with that?

A. Yes. Denis O'Brien was very focused on internal promotion, and this was, I expect, because I have a lot of polo shirts at home with different names on the front, detailing different events during the Esat Digifone life.

Q. And that's what that refers to?

A. That is for if you count the number of employees, it will probably be around that figure.

Q. So each got a polo shirt at some stage?

A. It's a polo shirt polo shirts for the employees.

Q. I am just curious. Thank you, Mr. Myhre.

MR. FITZSIMONS: I have a few questions.

THE WITNESS WAS EXAMINED AS FOLLOWS BY MR. FITZSIMONS:

Q. MR. FITZSIMONS: Did you keep those shirts as souvenirs?

A. Yes, I have them. My wife is complaining.

Q. You wouldn't have an extra one for Mr. McGonigal for summer holidays?

Just a couple of questions. The cheques, when they came to you for signature, can you tell us you have told us about the details that were in them, the payee, probably the date, and the amount; were they always signed before they came to you by the other signatory?

A. I would normally I cannot say if it was always, but I would, in 99 percent of the cases, expect that; I'd have a signed cheque in front of me, signed by Esat representative, Peter or Denis.

Q. On the occasions when you signed cheques, would you have satisfied yourself, in relation to each cheque, that it was a proper payment for business purposes?

A. Yes, I would do that on a per cheque basis.

Q. Per cheque basis. We have seen the cheques payment analysis, or an extract from it for the period 1st September, to the 23rd October, 1995. Did that document cross your desk at any stage?

A. No. That would not be a part of my audit working line.

Q. Now, it's been the aspect of Mr. O'Brien's evidence in which he suggested I don't think he went further than that, in fairness to him that the cheque would have had the letter of the 30th or copy of the letter of the 30th August attached, but we have also heard from Sarah Carey and Peter O'Donoghue that on occasions, there was no document attached to cheques, and that verbal explanations were given. Can you recall that?

A. That is I have the same recollection, that it might be a non-bureaucratic way of handling the documentation behind the cheque.

Q. And if you were given a verbal explanation in relation if there was no document attached and you were given a verbal explanation that it was for sponsorship or promotional purposes from somebody you trusted, such as Sarah Carey, or Mr. O'Brien's or Mr. O'Donoghue's personal assistant, would you have been happy to sign such a cheque?

A. I would be happy when I got a good explanation.

Q. Thank you.

CHAIRMAN: Nothing in conclusion?

MS. O'BRIEN: Just one matter, Sir.

THE WITNESS WAS FURTHER EXAMINED AS FOLLOWS

BY MS. O'BRIEN:

Q. MS. O'BRIEN: Just in relation to the cheques payments analysis, I know it may never have crossed your desk

because you were on the technical and engineering side, but it is a document, is it not, that would have been accessible to Telenor?

A. I suppose so, but this is an accounting system.

Q. Yes, an accounting system, but there is no reason it wouldn't have been accessible to Telenor?

A. That is probably correct, yes.

Q. Thank you.

CHAIRMAN: Well, thank you for your evidence this morning, Mr. Myhre. At least you'll be able to get back at a convenient time. Thank you for travelling and for your assistance.

I think, in the context of that having gone slightly more quickly than expected, that's the only witness.

There remain a sizable number for next week. And we will resume at the usual time on Tuesday at 11 o'clock. Thank you very much.

THE TRIBUNAL THEN ADJOURNED UNTIL TUESDAY, 30TH MARCH, 2004 AT 11AM.