

THE TRIBUNAL RESUMED ON THE 28TH MARCH, 2007 AS FOLLOWS.

CONTINUATION OF EXAMINATION OF MICHAEL LOWRY BY MR. HEALY.

MR. HEALY: Thank you, Mr. Lowry. Now, the last thing that

we were dealing with yesterday is the question of some

correspondence the Tribunal has had concerning Glebe Trust.

Now, Glebe Trust comes up at various points and I'll be

coming back to it again later, but as part of the fourth

O'Callaghan disclosure, I think sometime today a whole load

of other documentation will be circulated but I have

extracted from it the Glebe Trust documentation so far as

it's relevant. It's not completely well the inquiries I

suppose aren't completed yet but I'm just going to give

Mr. Lowry a copy and take him through it so far as it goes.

Now, if you look you may not recall, Mr. Lowry, but

evidence was given by Mr. Vanderpump concerning on the

6th March concerning the role of Glebe Trust in the

Doncaster transaction. And if I just can summarise his

evidence for you. It appeared that the shares in

Westferry, the company which signed the contract to

purchase Doncaster, were owned or controlled by Glebe

Trust. Before that sale was closed, Mr. O'Brien's company,

or Mr. O'Brien's trust, the Wellington Trust acquired from

the Glebe Trust which seems to have been under the control

of Mr. Kevin Phelan, the shares in Westferry. That enabled

Westferry to complete the sale on behalf of the O'Brien

family interests, do you understand? I haven't put

anything up yet. Do you follow that?

A. Yes.

Q. Now, this is a letter I think the first letter you should have there is a letter of the 20th February, 2007.

Do you see that?

A. Yes.

Q. From the Tribunal to the Secretary, Charterhouse Corporate Services Limited, Second Floor, Bourne Concourse, Peel Street, Ramsey, Isle of Man.

"Dear sir/madam,

I am writing to you in my capacity as solicitor to the Tribunal of Inquiry appointed by the above order of the Irish parliament. I enclose herewith"

A. This is the letter dated 20th February?

Q. Yeah. "I enclose herewith the Terms of Reference of the Tribunal.

"My purpose in writing to you is to seek your assistance in connection with certain matters which the Tribunal is inquiring into both in the course of its private investigative work and also in its public hearings which the Tribunal intends to recommence early next week. The matter which the Tribunal is currently investigating relates to the purchase of Doncaster Rovers Football Club Limited and that company's associated land and property by a company called Westferry Limited in 1998. The current beneficial owner of Westferry Limited is the Wellington Trust, the beneficiaries of which are Mr. Denis O'Brien and his family. The shares are held on behalf of the

Wellington Trust by Walbrook Trustees, Isle of Man Limited.

In particular, the Tribunal is examining whether a former Irish Government Minister, Mr. Michael Lowry, has or may have had any connection with or involvement in the Doncaster Rovers transaction.

"From documents made available to the Tribunal by Westferry Limited and a number of other persons, companies, and other entities who have been assisting the Tribunal with its queries, the Tribunal has learned that initially Westferry Limited was incorporated in the Isle of Man on 23rd October, 1997 by your company on the instructions of Mr. Kevin Phelan. It also appears from these documents that your company also set up a trust for Mr. Phelan at approximately the same time as Westferry Limited was incorporated, which trust appears to have been named the Glebe Trust. In this regard, I am enclosing a copy of an invoice addressed to Kevin Phelan, the Glebe Trust, from your company and headed "Re; setting up trust & Co." I am enclosing a copy of the certificate of incorporation of Westferry Limited, dated 23rd October, 1997 and also a copy of a declaration of trust for Westferry Limited in which it is stated that CCS Directors Limited hold shares in Westferry Limited as nominee and trustee for the Glebe Trust, which declaration of trust is dated 29th January, 1998.

"To assist with its queries, the Tribunal would be very grateful if you could identify each and every settlor,

trustee and beneficiary of the Glebe Trust or of any other trust established by your company in connection with the incorporation of Westferry Limited. The Tribunal would also be grateful if you could indicate the objects or purposes of the Glebe Trust. In addition, the Tribunal would also be grateful if you could provide copies of all documentation relating to the Glebe Trust or any other trust established in connection with the incorporation of Westferry Limited.

"The Tribunal is under significant time pressure and as such the Tribunal would be very grateful for a response as soon as possible. In this regard, please do not hesitate to contact me by telephone in you have any queries arising from the foregoing."

Now, if you pass over the exhibits for a moment to the next document, which is a reminder, dated 15th March 2007.

"Dear sir/madam",

"I refer to the above and in particular to my letter of the 20th February 2007 to which I have not received any response. I'd be grateful to hear from you as soon as possible in relation to the contents thereof.

"If you have any queries in relation to the above, please do not hesitate to contact me."

Then, if you go to the next document which is a letter from Charterhouse Trust Company Limited. It says "Dear Mr. Brady,

"We write to you as Trustees of the Glebe Trust following

your correspondence dated 20 February 2007. This correspondence is being sent with the knowledge of the settlor of the Glebe Trust and we can confirm that regardless of this fact the content of this letter is factually correct.

"In accordance with the relevant trust law the Isle of Man protects the privacy of any Isle of Man trusts and Trustees of such settlements are under a duty to abide by these laws. Therefore, information will only be provided should overwhelming evidence be provided showing potential prejudice to the beneficiaries of the Isle of Man settlement, nonetheless, the proper process would need to be made in this regard involving an application to the Isle of Man courts.

"Therefore, you will appreciate that were the Trustees to provide you with the information requested this would be a strict violation of their duty as Trustees and in contradiction to the relevant legislation in the Isle of Man.

"The issue, however, that we can respond on is the question that you have raised as to whether Michael Lowry has, or has had in the past, any connection with or involvement to the Glebe Trust.

"We can categorically state that Michael Lowry has not at any stage had any connection whether as settlor, trustee or beneficial re of the Glebe Trust.

"On the basis that you stated that is specifically what the

Tribunal is examining, we trust that this correspondence is helpful in closing off this line of inquiry.

"Therefore, we will treat this matter at an end and no further inquiries will be responded to unless by direction of the Isle of Man court."

Do you understand that letter?

A. Very much so.

Q. Now, you can see that if the Tribunal wants to get any more information about this it would have to go to court?

A. No, Mr. Healy.

Q. I see.

A. No, I don't see that. You might see that as a legal person. I see this here as a clear and unequivocal statement saying that Michael Lowry as settlor, trustee "that we can categorically state that Michael Lowry has not at any stage had any connection, whether as settlor, trustee or beneficiary of the Glebe Trust." That is a clear and unequivocal statement for me as a layman. Any other

Q. It is a clear statement.

A. references, I don't understand them to be quite honest with you. But that is a statement that's in my favour, particularly in the context of the way this case has been presented in this Tribunal. The public, my friends, my associates, my business people, people who I do business with, were left with the impression that I had a beneficial interest in Glebe Trust. This document should have been

brought to my attention. Now, when was it going to be brought to my attention unless I asked whether or not because I couldn't establish if Glebe Trust if I had an interest in Glebe Trust, I didn't have the authority, I had no involvement with it, so I was depending upon the Tribunal. This was on the 16th March. I was being asked questions yesterday as if this did not exist. Surely that is not fair. Surely that is being selective.

Q. If you just bear with me for a minute. Could you just look at the third paragraph of the letter. Now, I think you probably reasonably familiar with the difficulties Inquiries have in getting information from offshore entities in general, would that be right? Are you familiar with that in general? Would you just answer the question; are you familiar with that in general?

A. No.

Q. You are not, okay. You may not be aware then that it has proved extremely difficult to get any information from most offshore jurisdictions. These laws weren't invented for your benefit, I hasten to add, and in the Tribunal's experience to date, most offshore jurisdictions will, with one significant exception I may add, not provide you - or provide a Tribunal - with any information other than the information they deem it appropriate to give you. The exception, I should say in this case, is in relation to Mr. O'Brien's trust, where the Tribunal got all of the documentation to verify all of its inquiries and all of the

information that had been given to it by Mr. O'Brien and his family. But if you look at the third paragraph of the letter, do you see that? "You will appreciate that were the Trustees to provide you with the information requested this would be a strict violation of their duty as Trustees in contradiction to the relevant legislation in the Isle of Man." Do you see that?

A. Yeah.

Q. That's the first thing they are saying that, they are not going to give the information the Tribunal requested. They then go on to frame a question which they believe the Tribunal ask them. They go on to frame a question. And I don't have a problem with that. They say

A. I would associate 'frame', the word 'frame' with something improper.

Q. I am sorry

A. Are you saying that?

Q. I didn't mean that. Let's be absolutely clear about that. When you are answering someone's letter you may decide yourself that you understand the question they are asking you, do you follow me? And you say "I believe you are asking me the following question and here is my answer." That's the sense in which I am using that word.

"The issue, however, that we can respond on is the question that you have raised as to whether Michael Lowry has, or has had in the past, any connection with or involvement to the Glebe Trust." And then they state "We can

categorically state that Michael Lowry has not at any stage had any connection whether as settlor, trustee or beneficiary of the Glebe Trust." Do you see that? Now, that's a fairly careful answer. But it doesn't answer the question they pose themselves. It doesn't say that you have no involvement with it. It's a fairly specific answer. If you just let me finish now it's a fairly

A. Mr. Healy Mr. Healy, Mr. Healy

CHAIRMAN: Mr. Lowry, please.

MR. HEALY: If you just let me ask the question. Now, they go on on the next page to state they won't answer any more questions. Now, the Tribunal has to deal with this in some way. To date the Tribunal's view is that it's unlikely that the Tribunal will get any more information from this organisation, Charterhouse Trust Company Limited. It's unlikely that the Isle of Man laws can be invoked to get more information. In due course the Tribunal will of course have to get some advice on this, but it's the Tribunal's impression from its past experience, that the laws in the Isle of Man are unlikely to be significantly different from the trust laws that this Inquiry and other Inquiries have encountered before. And if the Tribunal gets more information in response to its specific queries, have no doubt about it, you'll be given it. But I doubt if there will be any response, but I can't be sure.

A. Am I allowed to speak?

Q. Sorry, I beg your pardon, please do?

A. I am sitting here as the chief one being inquired into.

Since the demise of Mr. Haughey I now have the dubious distinction of having a Tribunal all to myself. And I find it totally, totally - and I am saying this, Mr. Chairman, to you as Chairman because I understand your role as, your function as one - and it's one that I respect and have respected up to now and will continue to do so - as one where you protect the rights of the individual, particularly those that are being inquired into.

Now, in this instance, I am not at all happy with the response that I have received from Mr. Healy. I am not at all happy, Mr. Healy, that you saw fit to put the question that you put to me yesterday evening in the context of having this letter. And were it not for my own instincts and were it not for my knowledge of this Tribunal and the thorough way you go about your business, the minute I saw Glebe Trust in a letter being put to me, my obvious reaction was 'where is that?' But the Tribunal will get to it. And that was my instincts that told me yesterday that there was more information available to the Tribunal on this particular subject. And I have to say, Mr. Healy, I read the transcript last night of your response to me when I asked you the question. And you wobbled and you went around and you started talking about Westferry. You tried to complicate the issue. You wrote directly well I have read the transcript and I am not happy, and I am not happy, and the reason I am not happy is, the reason I am not happy

is I am depending on you as part of an Inquiry team, I am depending on you to be fair, to be balanced and to give me every opportunity to put the best evidence forward. Now, this previously happened me in relation to another document when I gave evidence here on the GSM module where there was in existence a letter, and I wrote it down last night because I found myself last night, instead of being down in my constituency, I had to go through paperwork to see what else is in here, and I am referring to a letter which was a contract in relation I was accused on several occasions of accelerating the process, Mr. Chairman, in relation to the GSM. And it went on for years. It was brought up here at the Tribunal and it was taken as a matter of fact, practically, that Mr. Lowry had accelerated the process, while at the very same time there was a letter in existence and with the Tribunal, which showed clearly that there was a contract between Mr. Brennan and Mr. Andersen which set out the timescale for the conclusion of the process. That letter only came to the attention of the Tribunal because a representative of the Department that I was Minister in came in here, went through the documentation, found it sitting in a file and brought it to our attention. And what really astounded me, Mr. Chairman, was that in your ruling in September 2004 in response to O'Brien's Supreme Court case, you stated you still brought up the same argument and in a negative way about me and the acceleration of the process.

Now, Mr. Healy, I want to ask you a question and I want to ask you a question, Chairman. Is there any more documentation, any more correspondence or is there anything in the vaults of this building that I have been frequenting for ten years? This Tribunal has taken over my life. This Tribunal has been a cancer to me. I want to get out of here. I have had enough of it. I am weary. I am tired of it. It has a massive impact on me, both emotionally, intellectually and from a professional point of view. And I want to get the fairest opportunity and I do understand, Mr. Chairman, that you have a functional role and I respect it, and always will. I have never gone to the courts. I have never done anything to impede or to interrupt in any way. But I want you, Chairman, today, to ensure and to give me an assurance that every piece of documentation that - particularly the documentation that's in my favour - has been presented to me on all subjects under examination by the Tribunal.

CHAIRMAN: Well, Mr. Lowry, my paramount duty as Chairman of this, as you remind me, long-running Tribunal, is to ensure the procedures are fair and the people before it are accorded all due entitlements, and it might be borne in mind that in the course of not one but two openings of the Doncaster matter, it was unequivocally it was stated by Mr. Healy that there was no evidence involving you, Mr. Lowry's involvement, in the legal documentation pertaining to Doncaster. Further inquiries have taken

place. The position, as now known, has been related and whilst Mr. Healy has adverted to the possibility of some further inquiries, it is likely that matters have reached something of an impasse and I can certainly say I think it is highly improbable that in the absence of positive evidence, I would be making any suppositions against your interest. And that would be on this aspect or on any other material aspect that pertains to the eventual report I will be preparing in the course of this calendar year.

A. Thank you, Chairman.

MR. O'DONNELL: Before Mr. Healy continues there is a matter I think I should address. And firstly, I hope you, Sir, and the Tribunal team will appreciate that I am attempting to address it in as temperate and restrained a fashion as possible. There is a high degree of frustration in this room on all parts at the fact that we are all here dealing with this matter, and I hope the Tribunal will accept the remarks I am going to make in that sense.

You, Sir, said there, and correctly said, that it was your paramount duty to ensure that fair procedures were followed. Now, the issue that has just arisen might perhaps have been better dealt with by a statement rather than through the modes of questions to Mr. Lowry and backwards. But I understand Mr. Healy to have addressed the matter which arose at the end of the hearing yesterday.

But the issue that has not been addressed, and the issue that is of concern from any perspective of fair procedures

which any tribunal or forum would have to address, is the question it's not the question of the inquiries the Tribunal might make or where they might bring them or the view the Tribunal might form as to the comprehensiveness of the response that they receive from Charterhouse Trust Company Limited. The fundamental question is why the letter was not provided to Mr. Lowry or his representatives before this issue was raised in cross-examination with him in circumstances, Sir, when he was being asked about the contents of a letter at indent 131 from Mr. Vaughan to Mr. Vanderpump recounting what Mr. Phelan said to Mr. Vaughan, or is alleged to have said to Mr. Vaughan about Mr. Lowry, which amounts to triple or quadruple hearsay. Now, we have raised before the question of what is the evidential standard that the Tribunal was applying, and I raise it again for what it is worth. But I do say, Sir, that in circumstances where the Tribunal is putting documents to Mr. Lowry which contain triple hearsay and asking Mr. Lowry about the Glebe Trust it seems manifest that there has been a failure of fair procedures if another document has not been provided to Mr. Lowry in relation to that very matter which touches upon and seems to directly address the question of Mr. Lowry's connection to the Glebe Trust.

now that may have been an unhappy lapse, and these things may occur. We cannot tell that until we receive all the documentation that is being provided under what's described

as the fourth O'Callaghan disclosure and I am reserving our position in relation to that in circumstances where the purpose of an O'Callaghan disclosure is to permit a party to participate in the hearings.

As I say, I want to deal with it as low a level of concern as is possible, and just to observe that on any question of fair procedures, there seems to have been a failure to conform with that. Whether that was unintentional or accidental is a matter that can be addressed in circumstances where this document was not made available to Mr. Lowry or his representatives before this matter was entered into at this Tribunal in circumstances where it was in the Tribunal's possession. And that's not a matter which I think has been addressed by Mr. Healy or, with respect, Sir, in your intervention, which of course I accept.

MR. HEALY: I'll just say in relation to the O'Callaghan disclosure, the Tribunal has made, I think, in the initial O'Callaghan disclosure and then three subsequent disclosures - well today's will be the third subsequent disclosure. The Tribunal gets lots of correspondence everyday. The Tribunal has to go on with its business as well and at various points that is put together and assessed and made available to people. I take Mr. O'Donnell's point on board in the sense that it would have been better if we could have brought this document into the mix yesterday but the fact is it is now in the mix

today in relation to the association, if any, between Mr. Lowry and Glebe Trust. The point is that ultimately the question that arises in connection with Glebe Trust and in connection with the Doncaster transaction, is that there is no reference to Mr. Lowry, nor is there any reference to Mr. O'Brien until the very end of the transaction, nor, as far as I am aware, any reference to Mr. Phelan in the official documents, or indeed in Mr. Vaughan's understanding of the transaction while he was conducting it. It's only subsequently, if you like, adventitiously that there are these references by several solicitors and by other individuals and the one I was examining yesterday in relation to the stated involvement, which is which as I think Mr. O'Connor said, is a very big word and could mean all sorts of things including things that could, may indeed, import no impropriety at all. But that was the issue that was being canvassed. As I understand it, what Mr. O'Connor referred to or I beg your pardon, Mr. O'Donnell referred to as triple hearsay is in fact a letter from Mr. Vaughan to Mr. Vanderpump in response to a precise question from Mr. Vanderpump to Mr. Vaughan saying, 'do you understand the ownership of Westferry?' and 'I want you to confirm to me that you understand it to be the Wellington Trust' and so forth. It was in response to that, that Mr. Vaughan wrote the letter that I drew to Mr. Lowry's attention yesterday.

What was significant about it is that the document that was

generated in the course of handling the transaction in that case, up to and including the conclusion of the mediation, a reference is made to an involvement on Mr. Lowry's part - I may add an involvement with the Glebe Trust which seems to be on the opposite side to the Westferry side - and that's what I was pursuing with him. As you already said, Sir, I don't anticipate that we will ever get the official documents relating to this company but, if we do, they'll be made available.

CHAIRMAN: In any event, Mr. Lowry, what remains to be dealt with today are these number of matters of aspects which were discovered by the Tribunal in their inquiries, some further matters that have transpired since the hearings in the High and Supreme Court on foot of which the courts ruled that this particular aspect of inquiry should proceed and, for the balance of today, I would very much welcome your assistance on putting whatever version forward may perhaps persuade me that in fact these matters are either not correctly founded or are insufficient to justify any particular view in my report that might be adverse to you. So, please accept that I am approaching these with an entirely open mind and insofar as you can assist in any matter, I can assure you I will give anything you say at least as much force as anything that has emerged in any other passage of evidence.

A. I appreciate that, Mr. Chairman, but just my final comment on it is that it was extremely damaging for me, the media

coverage, that my involvement in Glebe Trust was given, and it looked as if I was actively involved and that effectively Glebe Trust was a holding area for me to acquire some funds for something or other. As far as I am concerned, I have always stated it, and I am stating it again: I have absolutely never had indicating to do with Glebe Trust. This letter confirms T it's not a flamed response. The line that's of interest to me, and I am not interested in any other gobbledygook or legalities or whatever way these letters are written, the line that's of interest to me, and I would like those people who gave my involvement in Glebe Trust, the likes of Mr. Sam and The Irish Times, I would like them please to take note of this line in that letter which states "The issue however that we can respond to is the question that you, the Tribunal, have raised as to whether Michael Lowry has or has in the past, any connection with or involvement to the Glebe Trust." And their response is "We can categorically state that Michael Lowry has not at any stage had any connection whether as settlor, trustee or beneficiary of the Glebe Trust." And I am happy to let it rest at that, once that's acknowledged.

Q. MR. HEALY: And you have yourself stated in response to me that you have nothing to do with the Glebe Trust?

A. Absolutely.

Q. Could you go to document 13 in Book 1, please. Have you got that document?

A. Yes.

Q. It's a letter from Christopher Vaughan to John Davis, then Solicitor to the Tribunal, on the 6th March, 2003 containing his response to letters from the Tribunal concerning The Irish Times articles and ultimately concerning the letter of the 25th September, 1998. Now, what I propose to do is read the letter through first so that you can, I am sure you have seen it before, familiarise yourself with it again and then I'll go through one or two passages in it. Are you happy to do it that way?

"Dear Mr. Davis,

"I refer to your letters of the 13th and 16th January 2003 concerning articles which appeared in The Irish Times on Saturday 11th January 2003.

"I am now in a position to review my files in connection with the acquisition of Doncaster Rovers Football Club Limited (DRFC). The letter quoted in The Irish Times and dated the 25th September 1998 was drafted by me (there are one or two small discrepancies in the letter). I attach a copy of the letter which I have taken from my file. You will also note that the top copy did not have a typing error as to a date in the first line of the paragraph numbered 1, which has not been amended on my file copy.

"A man who introduced himself as Colm Keena telephoned me on my mobile phone at about 6.30pm on the 9th January 2003 whilst I was at Newport Pagnell service station on the M1

motorway paying for some fuel. He spoke to me for a fairly short period of time and I think what you have set out in paragraph 2 of your letter of the 13th January 2003 represents the total extent of our conversation.

"The completion of the acquisition of DRFC was on the 18th August 1998 and following that completion I had been pressing Kevin Phelan to arrange a meeting with Aidan Phelan and myself in connection with a number of outstanding issues. Therefore when Kevin Phelan arranged the meeting for the 24th September 1998 I initially assumed it was in connection with DRFC and that Aidan Phelan would attend.

"Accordingly, I wrote to Aidan Phelan on 23rd September 1998 enclosing an agenda of the items I wished to discuss at that meeting. I attempted to fax the letter to Aidan Phelan the day before the proposed meeting but was unable to do so. The letter was posted to Aidan Phelan with the enclosures referred to at a later date.

"Subsequently it transpired that the meeting was not to be in connection with DRFC but in respect of the purchase of the land at Hilltop Farm, Mansfield (the Mansfield property) by Michael Lowry.

"I met Kevin Phelan and Michael Lowry on the 24th September. We had a general discussion about the Mansfield property. I believe that Kevin Phelan broadened the discussion by raising queries on other projects which he was involved in and I would have certainly raised with

Kevin Phelan the issue as to the how the standing matters in DRFC and the need to have a meeting with Aidan Phelan to consider those matters and I gave him a copy of my letter dated 23rd September 1998 which I had unsuccessfully attempted to fax to Aidan Phelan the previous day.

"Michael Lowry was present throughout the whole of those discussions and I formed what I subsequently discovered to be a totally incorrect view that because of the frank manner in which Kevin Phelan was discussing the outstanding issues relating to DRFC, Michael Lowry was somehow involved in the DRFC project.

"Michael Lowry and Kevin Phelan then wanted to go on to have a meal somewhere but I returned to my home. It was arranged for Michael Lowry to come to my office the following day to finalise some of the details relating to the Mansfield property and for me to speak to the vendors' solicitors in respect of the property.

"Michael Lowry was brought to my office early in the morning of the 25th September, presumably by Kevin Phelan, but I have no note or recollection of meeting Kevin Phelan on that day. It had been arranged that a car would come to my office and collect Michael Lowry during the course of the morning and take him to Leicester for an appointment at the BUPA hospital. The car failed to arrive (I cannot recall what went wrong) and I then offered to take Michael Lowry in my car to the BUPA hospital in Leicester, which is about 30 miles north up the M1 motorway from my office.

"Following Michael Lowry arriving at my office on the morning of the 25th September we examined the Mansfield property file. I contacted the vendors' solicitors as to issues that had arisen from our discussions as to the purchase of that property.

"No one else travelled in my car to Leicester other than myself and Michael Lowry.

"So far as I can recall the discussions in the car related to the general property market in England, sport and Irish politics.

"Based on my incorrect assumption from the previous day's meeting the outstanding issues relating to DRFC were again touched on by me. It is my recollection that Michael Lowry offered to assist me in resolving those outstanding issues by agreeing to try to arrange a meeting with Aidan Phelan, whom he led me to believe he knew.

"I have found no handwritten notes on the DRFC file in relation to the meeting on the 24th September or the discussion in the car the following day, which is not surprising as Michael Lowry had come to Northampton to discuss the Mansfield property.

"In hindsight, it does seem unusual that I believed Michael Lowry to be involved in DRFC, as throughout the whole of the discussions and negotiations relating to the acquisition of DRFC over a period of some nine months, I had never heard Michael Lowry's name mentioned, nor met him with Aidan Phelan or any other person in connection with

the acquisition of DRFC.

"When I returned to my office in the afternoon of the 25th September, in an attempt to try and move matters along (as can be seen from the tenor of my letter) I wrote the letter of the 25th September to Michael Lowry.

"Over the course of the next days (which was the weekend) I spoke to Kevin Phelan who inquired of me as to how my journey to Leicester with Michael Lowry had gone. I outlined to Kevin Phelan that we had discussed the purchase of commercial property in England in general and the Mansfield property in particular, which I understood had been Michael's main purpose in visiting me in Northampton.

"I must have also told Kevin Phelan that I thought that Michael Lowry could assist in resolving the outstanding issues in DRFC and that I had written the letter of the 25th September to Michael Lowry. I had also written a letter to Aidan Phelan advising him that I considered that Michael Lowry could arrange a meeting. Kevin Phelan then informed me that Maev Nic Lochlainn was not connected in any way whatsoever to the DRFC project and that it would be very embarrassing for him if Aidan Phelan had been informed by me that any documentation had been sent to a third party (Michael Lowry).

"Kevin Phelan asked me to write to Aidan Phelan to clarify the situation and it was at this stage that I informed Kevin Phelan that although the letter had been dictated and typed it had not gone through my fax machine, neither had

it been posted, and a copy of that letter which has a line through it still exists on my file. The top copy, I assume, was destroyed by me.

"As regards the involvement of Paul May, he was brought into the DRFC project by Kevin Phelan to be responsible for the day-to-day management of the football club. I do not believe that Michael Lowry had any involvement with Paul May or with the management of the club.

"As part of the agreement to purchase the shares in DRFC, Westferry Limited had agreed to pay an additional sum of £1/2250,000 upon the production of an extension to the lease between Doncaster Metropolitan Borough Council as landlord and DRFC as tenant in respect of the car-park adjoining the football stadium.

"It subsequently transpired that the vendors of the shares in DRFC (a Mr. Richardson and a company and a trust associated with him) had totally misrepresented the situation as, in fact, the lease extension was already in place and within the ownership of DRFC. This was perceived to be an extremely embarrassing situation that there was in existence an extension to the lease but that fact had been missed when a due diligence examination of the documentation relating to DRFC was carried out prior to the exchange of the contracts by the purchasers.

"I can categorically confirm that I never acted for or had any dealings with Mr. Richardson (a man whom I have never met or even spoken to) or his companies trusts or nominees.

The reference in my letter to "conflict of interest" does not relate to Mr. Richardson and his associates but it relates to my concern that if a dispute arose or even an allegation of negligence was made between or by Westferry, DRFC and/or its directors, I could have been placed in a difficult position which could have given rise to an allegation of conflict of interest, especially as by this time I was the Company Secretary of DRFC."

Now, if you could just go back to the start of that letter.

Just go to the second paragraph. Mr. Vaughan says that he has reviewed his files. "The letter quoted in The Irish Times and dated the 25th September was drafted by me, there are one or two small discrepancies in the letter" and he says "I attach a copy which I have taken from the file."

Do you remember yesterday I mentioned a file copy to you as well as the original top copy? And then he goes on to make the point that "You will also note that the top copy did not have a typing error as to a date in the first line of the paragraph numbered 1 which has not been amended on my file copy." And when I was reading it out yesterday I read out the corrected date.

Then, if you go to the, I think the third paragraph - sorry, the fourth paragraph - "The completion of the acquisition of DRFC was on the 18th August 1998 and following that completion I had been pressing Kevin Phelan to arrange a meeting with Aidan Phelan and myself in connection with a number of outstanding issues. Therefore

when Kevin Phelan arranged the meeting for the 24th September 1998, I initially assumed it was in connection with DRFC and that Aidan Phelan would attend."

Now, I am just wondering can you throw any light on this?

What Mr. Vaughan is saying here is that he envisaged that he was having a meeting with Kevin Phelan and Aidan Phelan and therefore assumed that that was the meeting that he had been trying to set up relating to Doncaster. You have said in your statement, I think, to the Tribunal that the primary purpose of your going to England was to go to BUPA?

A. Was to BUPA, yes.

Q. And you confirmed for me that that would seem to suggest that it was only at the last minute that any question of setting up a special meeting with you arose, do you follow me?

A. No.

Q. This seems to be consistent with what you are saying that the primary purpose of your going to England was to go to BUPA?

A. The primary purpose was to go to BUPA and the second purpose was to meet Christopher Vaughan in relation to the Mansfield project. So it was a twofold approach. And the way I have read this, correctly or incorrectly - I am sure you put this to Aidan Phelan - I would think that what Kevin Phelan was trying to do was to do a lot of business on the one day. But my purpose with Kevin Phelan was for, number 1, to go to BUPA; number 2, to deal with the

Mansfield issue and, in my case, that's precisely what happened.

Q. And what I'm trying to get at is did you have an appointment, as it were, set up in advance to meet Christopher Vaughan?

A. I presume he did, yes.

Q. You presume he did. Do you presume Kevin Phelan did?

A. I would presume Kevin Phelan did, yes.

Q. And was that your first dealing with the Mansfield property in England?

A. I would have seen Mansfield previous to it. It was my first dealing in relation to Christopher Vaughan, yes.

Q. All right. You had seen the property previously, is that what you mean?

A. Yes.

Q. And how long before that, would you think?

A. I can't remember precisely but I would say weeks anyway, at least weeks, yeah.

Q. And was it Kevin Phelan showed you Mansfield?

A. Kevin Phelan, yes.

Q. And the time that you went over to look at Mansfield with Kevin Phelan, did you do any other business? You didn't -

A. Any time you went with Kevin Phelan anywhere he was, do you know what I mean, he'd have business to do or he had places to show, or what have you, but I didn't do any other specific business.

Q. If you go on to the next paragraph he says "I wrote to

Aidan Phelan on the 23th September enclosing an agenda."

And then do you see the next paragraph where he says

"Subsequently it transpired that the meeting was not to be in connection with DRFC but in respect of the purchase of the land at Hilltop Farm, Mansfield by Michael Lowry."

All I am suggesting is that that would seem to suggest, would you agree, that your meeting with him was put in at some late hour?

A. Well, I wouldn't say it was put in - my arrangements were made and - I don't know what happened with anybody else's arrangements - but my arrangements were known in advance because I don't think you can get an appointment with the likes of BUPA, do you know what I mean, there is a waiting list, it's difficult to get in, so my appointment with them had to be made, and in conjunction with that, we were going to deal with the Mansfield issue

Q. No, no, I appreciate that. Your appointment with BUPA was made, presumably, significantly in advance, is that what you're saying?

A. It must have been made. I doubt if I could - you are suggesting that there was arrangements made at short notice.

Q. No, no, I am not. I am trying to see how much of this is consistent with your evidence and, as I understand you to say, you went to England primarily to go to BUPA. And I don't think there is anything big in this, I am just trying to see to what extent Christopher Vaughan is correct in

this. That would seem to suggest that you probably said -

I am speculating now - to Kevin Phelan "I am going to BUPA"

Kevin Phelan had arranged it for you and it would have been

sometime later that you would have said - or he would have

said - 'let's go and meet Christopher Vaughan about the

Mansfield property'?

A. No, I would say that when I went - when the arrangements

was made for BUPA I said 'let's tie in Mansfield as well'.

Q. All right. Okay. But would you agree with me that

Christopher Vaughan is saying here that Mansfield came up

late for him. He originally thought the purpose of meeting

Kevin Phelan was to discuss Doncaster?

A. I can't, you know, put myself in Christopher Vaughan's

position.

Q. I am not asking you to. I am asking you just

A. I don't know. Other than all I know is, I would have made

the arrangements for BUPA through Kevin Phelan and the most

natural thing to do at that stage was, 'well, if you are

there, we are taking in Mansfield' and that would have been

- I wouldn't have gone solely. For instance, if Mansfield

wasn't up, I wouldn't have gone, probably, solely for the

medical with BUPA.

Q. Yeah, I understand that. He says "I met Kevin Phelan and

Michael Lowry on the 24th September. We had a general

discussion about the Mansfield property." Now, you say

that the arrangements you had were that the meeting about

the Mansfield property was going to take place the

following morning; is that right?

A. Yes. I am getting confused myself at this stage. Is the 24th

Q. Let's call it the day you landed anyway, let's be accurate about it, the day that you arrived or the evening that you arrived

A. Was the 24th.

Q. Was not the evening that you were going to have the meeting about Mansfield, it was the following morning?

A. It was the morning after, yeah.

Q. He goes on to say "I believe that Kevin Phelan broadened the discussion by raising queries on other projects which he was involved in. I would have certainly raised with Kevin Phelan the issue as to the outstanding matters in DRFC and the need to have a meeting with Aidan Phelan to consider those matters and I gave him a copy of my letter dated 23rd September 1998 which I had unsuccessfully attempted to fax to Aidan Phelan the previous day."

Now, do you remember in the letter of the 25th he referred to handing over documents, including stating that he gave documents to you, which you say did not happen. And the documents that he claims to have handed over and the documents he claims to have discussed were lengthy documents. You'll be familiar with that from the file of documents that you have got there?

A. Yes.

Q. In order to discuss those matters and in order to hand over

documents he must have had, and I think you confirmed this to me yesterday, a share of documents with him at the time?

A. Mmm.

Q. Presumably he had the Mansfield file and that seems - he had the Doncaster file and that seems to me to be consistent with what he is saying here because he thought it was a Doncaster meeting he was going to?

A. Yeah, as I stated yesterday to you, there was interaction and documentation between Kevin Phelan and Aidan Phelan. I can't recall whether it specifically referred to Doncaster or what have you but it appears to me from that paragraph that he must have got confused. You were asking me yesterday or there was some reference to I taking away documents.

Q. No, he says you took away documents.

A. You know, it appears to me that he confused the two and that he gave the documents to Aidan Phelan. This paragraph would suggest to me that - or sorry, to Kevin Phelan - this paragraph would suggest to me that whatever documentation was between them on Doncaster was probably handed to Kevin Phelan, and not on that morning, because Kevin Phelan wasn't at it, but the previous night at the meeting in the hotel around the table.

Q. He goes on to say "Michael Lowry was present throughout the whole of the those discussions and I formed what I subsequently discovered to be a totally incorrect view that because of the frank manner in which Kevin Phelan was

discussing the outstanding issues relating to DRFC, Michael Lowry was somehow involved in the DRFC project."

Now, you do agree that you were present throughout the whole of the discussions?

A. Yes.

Q. And I think we were discussing yesterday the extent to which you participated or in any way engaged with Christopher Vaughan?

A. Yes.

Q. You may correct me if I am wrong - you may have said something but you felt you were mainly a listener rather than a participator?

A. Correct.

Q. Up to that time I think you had had no real relationship with Kevin Phelan; isn't that right?

A. What date was that?

Q. That was September of '98?

A. I would have had a relationship with him - well, you know, not an extensive one but I had a relationship with him.

Q. Maybe just clarify that for me?

A. Well, in the sense that I had already met with him. I had met him in Monaghan, I had met him on a couple of occasions, I suppose, in between. He arranged the meeting for that Mansfield project. So I suppose that would be the first project where both he, Christopher Vaughan and myself would have been together, yes.

Q. And apart from your meeting him in Mansfield and your

meeting him in Monaghan this was basically your third time meeting him?

A. I couldn't say that for definite. I would have thought that I would have met him previous to that as well.

Q. Would the fact that Kevin Phelan was being very frank about the Doncaster transaction in front of you and in front of the solicitor who was dealing with the transaction suggest that he had no difficulty, he had no problem with disclosing details of the transaction?

A. It's not my view that any details - they were having a general discussion and it wasn't just Doncaster.

Q. Right. Okay.

A. They discussed a number of other projects that Kevin Phelan was involved in with Christopher Vaughan at the time. So I don't recall getting or hearing any specific details on it and, needless to say, I was more there rather than involved. I would have had heard discussion but it would be going over my head, it would have meant nothing to me.

Q. Okay. Can we put it this way: If what Christopher Vaughan says is correct, that he handed over documents to you and he discussed the closing, and in the discussions they were having they discussed this problem of Dinard and the $\frac{1}{2}$ 250,000 on the lease and how they might strip the assets out of the company so there'd be no claim, if he discussed all of that with you that would certainly - in front of you, I beg your pardon?

A. Could I say, Mr. Healy, before you go any further, I heard

absolutely nothing about Dinard or $\frac{1}{2}$ 250,000 or what have you. That kind of a discussion is, if something like that came up I think I'd remember it but, in my view - and you know, I am relating this at a distance from when the event happened - but in my view, there was no great detail. It was simply they flicked through some documents, they had general discussions and certainly Christopher Vaughan didn't have files with him. He had documentation. There was certainly paper on the table but he didn't walk in like I walked in to the Tribunal today with a few files hanging out of me. He was - it was a more, I would think, off-the-cuff between the two of them, whatever Kevin Phelan wanted dealt with, Christopher responding to him and whatever, and whatever Christopher Vaughan wanted dealt with. That was the kind of a discussion it was.

Q. What I am trying to tease out with you is this: The extent to which you are saying Christopher Vaughan is completely wrong. If what you say is correct - let me put it the other way - if what he says is correct he handed you documents, they had discussions in front of you about quite serious, quite significant matters, right? Now, if he had those discussions, if he did hand you documents, if you were present while Kevin Phelan discussed the project in a frank way, his conclusions, could I suggest, mightn't be unreasonable, if all that happened?

A. What I'm saying is that it didn't happen and, secondly, he himself confirmed afterwards that he was under a

misapprehension and that he took the wrong view. And I think it's even - effectively what this letter is, Mr. Healy, I think you will agree, is this is Mr. Vaughan responding to the published letter of the 25th, and the published letter of the 25th effectively led to this module of the Tribunal. You made contact, needless to say, with everybody involved, including myself and Mr. Vaughan, and Mr. Vaughan then, in that context, obviously had to review the situation and see. Now, I am sure you are going to take me through the rest of the letter in detail as well, because there is - while you might - while there might be a doubt about what was discussed at that meeting, I have no doubt. I can't - I'd assist if I could. All I can say to you that there was a general discussion and I think the key point to remember here is that particular meeting most certainly wasn't about Doncaster because they definitely discussed other projects. I will accept that Doncaster probably came up because Kevin was the manager of the project and Christopher Vaughan was involved in it, I know that to be factual, but I can assure you that over the course of whatever length of conversation took place, several other issues were discussed and I wasn't privy to them in detail. I was simply there, sitting there, sipping my drink, listening, keeping out of it, minding my own business. That's - so, if Mr. Vaughan drew any conclusions - and I have to say, the only logical explanation for him writing the letter or supposed to be writing the letter of

the 25th - is that he came to some misapprehension or he came to some incorrect form of mind leaving that meeting, because - I have thought about it. That in the trip the morning after in the car, I couldn't have said anything to him in that car drive that would have led him to getting an impression that I was totally involved in Doncaster. I think it's those famous words "totally involved"

Q. 'Total involvement'?

A. Now, I am saying that it is an impossibility for him to come to that conclusion based on the reality and based on facts because no fact existed. Now, he himself even in this letter, in four different areas of the letter, has stated that his impression was erroneous. And I'll leave you to - if you want to go through the letter.

Q. You have, to some extent you are addressing the area I want to address. You are saying that the facts of the meeting, as you understand them - forget about the letter now - the facts of the meeting as you understand them could not have led him to form the impression he formed?

A. No, absolutely not.

Q. Okay, that's what I am trying to get at. In fairness to him, the facts of the meeting, as he described them in his letter could not - or could, rather - on a reasonable interpretation of those facts have led him to the conclusion, couldn't they?

A. Could have led him to that conclusion. I take your point.

Q. What I am trying to understand is what happened at the

meeting. On the facts as you have described them, he couldn't have formed that impression?

A. No, on the facts he simply couldn't. I think really what happened, and I am trying to assist you, Chairman, I am trying to recreate the atmosphere - sitting around the table, there was some drinks on the table, Kevin Phelan was availing of the opportunity to get his message across because he didn't have the opportunity the day after, and the reason he didn't have the opportunity the day after was he had been called away.

Q. To British Steel.

A. And I would think that what happened was that Christopher Vaughan was availing of the opportunity to have Kevin Phelan in front of him. Because it seems from the documentation that has since come into the Tribunal's file that Christopher had issues that he wanted to move on with both Aidan and Kevin. So I think it was in that context. And maybe Christopher formed the opinion that because your man was speaking so loosely about every project that I was involved in every project. He was under - he obviously - he obviously came to some misguided view which he put on paper and later, when he was asked about it, as is in this letter, he modified that and effectively retracted any suggestion that I was involved in Doncaster Rovers.

Q. Now, I want you, to some extent, to anticipate something I am going to deal with now. The next paragraph here goes on "Michael Lowry and Kevin Phelan then wanted to go on to

have a meal somewhere but I returned to my home." Now, I think that's correct. You wanted to go on to a meal. In fact you said you had the meal brought into the hotel. But in any case you presumably wouldn't disagree with him that you wanted to have a meal. That was the next thing on your agenda, getting some food?

A. Yes, getting something to eat.

Q. And he says "But I returned to my home." Now, in two other places Mr. Vaughan has described this meeting as having taken place in different circumstances. In a meeting with the Tribunal in London he said that it took place in his office?

A. I am actually

Q. Just let me give the other one. I am not trying to catch you. Just

A. What I'd like, Mr. Healy, in relation to that, I couldn't find that last night when I was preparing for today, so maybe

Q. Okay, I won't go through the details of it until after lunch but let me just deal with this point

A. I'd like to actually see the transcript which refers to his suggestion about the meeting that you had with him in London where you questioned him in detail about where the meetings took place. When you are going to examine that, I would like to see that exchange between you and Mr. Vaughan.

Q. Yes. At this stage let's just anticipate just one aspect

of it. He says that the meeting took place in his office.

A. Yes.

Q. And I think there is an exchange of correspondence, isn't there, where he says you were mistaken in saying that it took place in a hotel premises?

A. Yes.

Q. Now, I want to jump on to another document, again anticipating, just on this small issue. In a statement that Kate McMillan prepared, the London solicitor in Peter Carter-Ruck, she describes or she attributes to Mr. Vaughan, and I think he ticks it off as correct, the meeting as having taken place in Paul May's house. Now, I just want to clarify this and get your definitive view on it.

Mr. Vaughan in this letter, which is admittedly a letter of 2003 and not the letter of 1998, says that he had a meeting with you and Kevin Phelan. You were going to eat and then he returned home, which seems to be consistent with his not being in his office because if he was returning to his home he must have been in his home anyway to begin with. And you arrived in England at that time in the evening time, isn't that right, after office hours? And I think one of your, maybe it was evidence you gave yesterday, you said the meeting of definitely in a social context in a hotel premises?

A. Mm-hmm.

Q. In relation to the suggestion that the meeting took place

in Paul May's house, which would again be a social context, but definitely, most definitely not a hotel, do you have any response to make to that or have you any comment on it?

A. Paul May's house?

Q. Yes.

A. Now, Paul May's name has come up on a few occasions. I had no meeting in Paul May's house on that night. Since the day I started communicating with the Tribunal, I have consistently stated that the meeting was held in the hotel and that we then moved on the morning after to Christopher Vaughan's office. That is what happened and the reason I remember it so well is because it was my first time meeting Christopher Vaughan and I suppose there are different things that will happen. I think bringing the take-away into the hotel and that, there is little things, as you know, that jog your memory and give you a clear picture. My memory is faulty in many respects but in relation to that meeting, those two items stand out in my mind and that's why I am able to put it together.

Now - so, it is clear to understand that since the first day I corresponded with this Tribunal on this issue, I have never changed my position. I have been consistent. Mr. Vaughan on the other hand, firstly he has changed his position three times on it, at least three times on it.

And I thought that the meeting that you had with him in London, because, Mr. Healy, when you went to London, you were very determined, and the Tribunal were working on the

theory, it's the only way I could read it, and I might be slow in some ways but I could see where you were coming from and I could understand it because it was part of your inquiry, but you, at that stage, were of the impression that I had gone over and that effectively what I was doing was a medical to draw-down a loan and that I would need medical insurance to do it. That was the impression I had. Maybe I am wrong. So, what happened then was you went to London, and I was concerned that my version of events was incorrect because of the manner in which you were questioning - I read the transcript after you went to London and I'd like to see the particular section of that transcript of that interview if you could put it on the screen.

Q. All right, well, let's leave your answer to the question until we -

A. No, it would help me, it would assist me to give information to the Tribunal if the transcript of your meeting with Christopher Vaughan in relation to when the meeting took place - you have already put up this letter which gives you one version of where the meeting takes place. I would like to see the transcript of the second one, please.

Q. What he says in this letter is that -

A. - Could I see it?

Q. I want to just be clear - just bear with me for just one minute. I take the point you are making.

CHAIRMAN: I will meet your request, Mr. Lowry.

Q. MR. HEALY: I'll try and get a copy of that put up. Can I just clarify one thing here? I want to get the other letter as well?

A. So, Mr. Healy, the main thing here really is in relation to where the meeting took place. I am absolutely categorical that the meeting took place in the hotel, that we went on to his office the morning after. Christopher Vaughan seems to have three different versions of it at three different times. The reason for that, I don't know.

Q. That's what I am concerned about. Just give me the three different versions. He doesn't say where the meeting took place here, right. He doesn't specifically say where it took place in this letter; isn't that right?

A. Which one?

Q. The one that we are reading. The one that we are reading here, the 6th March?

A. Yeah, he is talking about a meeting but, yeah, I don't know where he places it.

Q. Yeah, he doesn't say it happened anywhere?

A. Yeah.

Q. What I'm trying to say to you is this letter is consistent with your evidence that the meeting took place out of office hours in a non-office setting.

A. Yes.

Q. Or possibly out of office hours in an office setting, but it's certainly consistent with it having taken place out of

office hours because Mr. Vaughan refers to 'returning to his home'. From that it seems reasonable to assume that he left his home and went to the meeting?

A. He came to the hotel, sat down with us, had the meeting with Kevin Phelan. He returned - he probably had eaten earlier because that was late in the evening. We went and had something to eat and he went off. Or we had something to eat brought in to us.

Q. I think this is contained at Leaf - book 80, I'll get you a copy of it. 83A.

MR. O'DONNELL: I think there is a letter of the 19th May, 2004, a Tribunal book 81 at Tab 19, the transcript at pages 12 and 13 and that's the 9th September 2000 and I think the witness statement, it's paragraph 23, page 248 and that's the indent 129. I think it's tab, Tribunal book 81, Tab 19 that has the draft letter and the transcript, I can't locate - I have, but it's separately - I don't have it - I think it's at the back of Book 79 and it's pages 12 and 13 of that.

Q. MR. HEALY: Have you got a copy of that, Mr. Lowry?

A. Yes.

Q. I think if you go to the relevant part, if you sort of contextualise it, it starts as page, I think page 12. If you look at line 8:

"Question: That was the context for any continuing work in relation to Doncaster?

Answer: I was actually on holiday at this time and I

remember sitting down and saying 'Right, we have completed it, now we have got to tidy up the loose ends'." This letter was to the two people who were dealing with it, from my perception, namely Paul May and Kevin Phelan?

"Question: And Aidan Phelan as well, I think?

Answer: Yes. There was a huge things that needed to be sorted out. What happened was that this meeting was arranged by Kevin and I assumed that it was at least to start scratching the surface of trying to deal with all these outstanding issues. It was also the start of the football season as well and there were a lot of problems.

"Question: You said in a recent letter that you did not meet them in the hotel but that it was within your office?

Answer: Yes.

"Question: Certainly I was confused by the fact that you had all the files available in the hotel.

Answer: Yes. I can understand that.

"Question: So you definitely met them at your office?

Answer: Yes, absolutely. They came to my office late one afternoon and then the next morning Michael Lowry arrived back in the boardroom in our office.

"Question: Let us go to the night before for a moment.

you say that you definitely met them in your office.

Answer: Absolutely.

"Question: You assumed that you were going to discuss Doncaster with this new man present whom you had not met before?

Answer: Correct.

"Question: If we can just put Doncaster out of our minds for a moment, can you recall again how Mr. Lowry was introduced to you? You can look at the earlier note if you want?

Answer: The note of the 30th?

"Question: Yes. There is not much in it about Doncaster if you look at it there?

MR. NEEDHAM: It is paragraph 3, is it not?

MR. HEALY: Is it? Yes, it is. It is quite lengthy.

'Issues were discussed re future.'

Answer: "Future development and access difficulties" this is to do with the Mansfield access to the site.

"Question: Michael Lowry told you he was looking to develop property interests in the UK with a view to making money and explained some of his political and personal difficulties and at that stage the intention was that he would pay the deposit. Christopher Vaughan's recollection is that Aidan Phelan's name was mentioned in

connection with the overall funding of the project. I think you had a different recollection of what you said and you wrote subsequently: "Michael Lowry certainly made it clear to Christopher Vaughan that he had no funds available. Michael Lowry instructed Christopher Vaughan not to write to him or to send him any faxes and that if he wished to make contact with him he should do so on Michael Lowry's mobile phone."

Just to help you on that, there is no suggestion that there was any misleading I think and you can correct me if I am wrong, you may have subsequently qualified that to say that what you meant was not that Michael Lowry said "Only contact me by mobile phone "but that he said "I could be in Dublin or Tipperary. before you send me anything ring me first on my mobile phone so that I know where to tell you to send it to."

Answer: On the 27th June I wrote to Mr. Davis and on page 3 of that letter, at the top, paragraph 3, it says "I would like to clarify my position." So I am saying that I had, as the point of contact, his address, telephone and fax at his office in Thurles, County Tipperary."

A. You see, Mr. Healy, there, in the context of that, the next

thing, just because we are talking at this stage about the meeting and I am trying to clarify the position in relation to the meeting.

Q. Yes.

A. I have consistently given the version of the meeting and I am absolutely certain that that is the accurate one. Now, Mr. Vaughan, on the other hand, has at different times given a different interpretation of the meeting. And in this particular one - in this particular one, he is saying - you were putting direct questions to him and you got an answer from him there which is absolutely - that the meeting took place during office hours. In other words, that I was in his office the first evening during office hours. Now, I would have had a serious difficulty, Mr. Healy, in convincing you or anybody else that I wasn't in his office in the context of that information and it was pure fortune, pure fortunate that I was actually able to produce to you a travel ticket which proved conclusively that I couldn't have been in his office during office hours because I didn't get in until later that night.

Q. But can I just go onto the next bit, which I presume you want me to go on to, page 21:

"Question: It may be something you said which I picked up wrongly or it may be a mistake which you made and in any case if it is we should correct it. You did meet both of them the night before the trip to Leicester in the evening?

Answer: They came to my office in office hours.

"Question: In office hours. That is okay. You had a discussion with them?

Answer: Yes.

"Question: And then they went off to have a meal

Answer: Or whatever.

"Question: But you did in the go with them?

Answer: No. I have seen a statement somewhere which says I went for a meal.

"Question: He says you met him in a restaurant or a hotel in Northampton?

Answer: That's absolutely not right.

"Question: Right, I just wanted to clarify that. All three of you met the evening before in your office in business hours?

MR. NEEDHAM: I think it is more afternoon than evening.

MR. COUGHLAN: I always think it is evening after five or six o'clock. I got the impression that it was late afternoon. It does not make much difference.

MR. NEEDHAM: To me 'evening' is eight o'clock onwards.

"MR. HEALY: Let us be precise. It was within office hours.

Answer: It was before six o'clock, for whatever reason.

"Question: That is all I wanted to get clear."

Now, in another document, which you will find at Leaf 16, a document which came into existence in November of 2002 and consists of a draft witness statement of Christopher Vaughan, which appears to have been prepared by Ms. Kate

McMillan, and then, presumably, sent to Christopher Vaughan, and on which he has made some handwritten amendments and put in some ticks, he refers, I think at paragraph 22, to his first meeting with you. Have you got paragraph 22?

A. Yeah. In this one he puts me in Paul May's house.

Q. We'll just read it out. "I met Michael Lowry for the first time on the 24th and 25th September to discuss his purchase of the Mansfield property over a month after the completion of the DRFL matter. The meeting was arranged by Kevin Phelan.

"23. I met him for the first time on the evening of the 24th September 1998 at Paul May's house. At this meeting were myself, Kevin Phelan, Michael Lowry and Paul May. The meeting took place at Paul May's house because Michael Lowry had been late arriving in England and time was short. The meeting was fairly brief and took place before the other three went out for dinner somewhere. The meeting was mainly about the proposed Mansfield property deal but it touched on a number of issues, including DRFL. Kevin Phelan is a person who hops around a great deal in conversation. He changes tack frequently and is the sort of person who can talk about 20 different subjects in twenty seconds.

"24. I met Michael Lowry again in my office on the 25th September 1998 to discuss the Mansfield deal and then had an approximately 50 minute-long car journey with him when I

drove him to Leicester. Someone else had been supposed to drive him there but this person dropped out and I stepped into the breach."

If you just go onto the next paragraph for a minute. He says "From the meeting on the 24 September and my meetings with Mr. Lowry on the 25th September 1998 I got the impression that I could talk to Michael Lowry about DRFL, which is why I wrote to him in the terms I did on the 25 September 1998. A copy of my letter to him appears at Exhibit CJV1" - that's the letter of the 25th September - "I had a number of issues to sort out regarding the transaction and I thought he might be able to help. I did not have Westferry Limited's express authority to write this letter but I do not think I needed it because Westferry Limited's representative Kevin Phelan had spoken about DRFL openly in Michael Lowry's presence the previous evening.

"Despite my letter to Michael Lowry of 25 September 1998 I believe that Michael Lowry was not involved in the DRFL transaction."

A. Okay. Could I say, Mr. Healy, in relation to this document, I have to say that, you know, part of my frustration at this stage is from having you put documents such as this to me. Because I think this is a bizarre document, to be quite honest with you, in the sense that the Tribunal is aware that this was a draft statement that was done. And I want you to put up the correspondence you

got in relation to it afterwards. You have a letter to follow this. And when I read this at the weekend I said, you know, 'Is there any rules of principle in terms of what will be put to me? Where is the filtering process in terms of what documents can legitimately be put to me as the person who is chiefly inquired into?' Because, I find later on in this documentation that you have here that Christopher Vaughan said - and I find this astounding - that Christopher Vaughan says that this big, long draft statement that you are after telling me now about was, first of all, prepared and written by Kate McMillan, and that she did it - and this is what I find bizarre - and that she did that as a result of a telephone conversation with Christopher Vaughan. So - well, let's put the document in context. So what we have here is a draft statement prepared for Mr. Vaughan after a telephone call by Kate McMillan. Christopher Vaughan, when he got the statement within a very short time, if my documentation is accurate, totally rejected it, said it was nonsense, said he couldn't stand over it, said it was totally wrong, and he immediately told her 'tear it up, it doesn't reflect my position and I'll do my own statement'. This statement was never signed. And what you have now in your possession, Mr. Healy, is the signed statement of Mr. Vaughan, which is a much shorter version than this.

Now, I don't understand why I have to be asked questions in relation to a draft statement taken over the telephone so

what I'm actually doing now is answering questions in relation to something that Kate McMillan wrote after a telephone conversation with Mr. Vaughan, which Mr. Vaughan subsequently disowned but had found its way to the Tribunal and it's being put to me in some way or other as if it's a legitimate exercise. I don't - I just - as a layman, I find it difficult to understand.

Q. I brought this to your attention, Mr. Lowry, because I wanted to show you that Mr. Vaughan had put the meeting in Paul May's house in this document. The Tribunal only got this document - the Tribunal didn't get this document in 2002 when it was created. Nor did the Tribunal get the information contained in the document in 2002. It was only in 2004 that the Tribunal - or 2005 - I am not sure precisely when the Tribunal got this document - 2004.

A. But where is

Q. Let me just explain to you. I take the point, I take your point. I am trying to draw to your attention the different statements that Mr. Vaughan has made concerning this matter. I am asking you for your comment on them. Your comment - your main comment. I am not sure that you are accurate in what you say about Mr. Vaughan rejecting this but I think your main comment in relation to the facts is that Mr. Vaughan has put the meeting in Paul May's house, having earlier said it was most definitively - in fact later said it was most definitively in his office, isn't that right? That's your main point. He has come up with

two different places?

A. Yes.

Q. What enables you to say that and to point to that discrepancy in this account is the fact that it is contained in this document. If we didn't have this document, you wouldn't be able to make this point, do you understand me?

A. Yes.

Q. And the fact that he has ticked this. The Tribunal got this from Mr. Vaughan, not from anybody else - sorry, the Tribunal got it, I beg your pardon - from Mr. O'Brien's litigation. But I understand that it comes from Mr. Vaughan and that the ticks on it are his. Now

A. As I understand it, Mr. Healy, and yesterday - I don't wish to be confrontational and I don't intend to be, but I said to you yesterday when the letter of the 25th was put up, I responded to you and said that it was my view that Mr. Vaughan had retracted much of what was said. Because the reality is, Mr. Healy, from my perspective, this module was opened up by the publication of a letter from Christopher Vaughan which said I had total involvement. Christopher Vaughan himself has effectively rubbished that himself, you know, in further correspondence with the Tribunal.

Q. I suppose you'd have to take it and let's examine all of Mr. - what Mr. Vaughan says

A. Let me finish.

Q. Yes.

A. So I said to you that he had retracted it. I went through the file last night and I have seen four different places where he did that. And I appreciate the fact that you are actually taking me through that exercise at the moment and we have already seen instances where he has changed his view. Now, the point I am making to you about this draft statement is some place in my examination of papers last night, and I stayed at it late, there is a retraction from this draft statement by Mr. Vaughan.

Q. I think I have it. I am not sure it goes quite as far as you suggested a moment ago, that he called it rubbish, nonsense, etc., etc.?

A. No, the phrase I used is that he said it was wrong

Q. Let's go

A. The word that stood out in my mind last night at a quarter to twelve, Mr. Healy, when I read it, was he said that that statement is wrong and he was placing no reliance on it and he was formulating his own statement and he signed his own statement. So, for the benefit of clarity, could we put up his own statement on it? Because it varies substantially from what Kate McMillan was writing for him.

Q. Let's deal with the letter first. This is the letter of the 11 November 2002.

"Thank you for your letter"

- this is a letter to Kate McMillan in Peter Carter-Ruck and partners -

"Dear Kate,

Re Westferry Limited.

"Thank you for your letter of the 8th November.

Unfortunately I was not in the office"

A. Is the letter of the 8th November the draft witness statement?

Q. We'll just read on. I think this is it. Let's just read on. "I am unhappy about the witness statement as it relates to a lot of issues that are not within the original file note and letter to Aidan Phelan and I would limit any witness statement to what is contained in those two documents.

"Also, the letter that forms part of the exhibit "CJV1" dated 23 August is not the letter that was shown to me by Mark Weaver as that was a letter dated 24th September 1998, and not the 23rd August 1998.

"I am going to be out of the office for the majority of Tuesday, Wednesday and Thursday morning of this week and I simply will not have sufficient time to consider the draft witness statement in time for your meeting with the police.

"However, I have no objection to showing you my file note and letter."

A. There is another letter.

MR. O'DONNELL: At indent 28, sir, Mr. Healy might refer, there is a letter to Mr. Heneghan which I think is what Mr. Lowry is referring to - Mr. Heneghan of this Tribunal - on the 7th October 2004. On the fourth page of that, Mr. Vaughan says "I started to go through the draft statement,

as can be seen from my manuscript notes, but I gave up because there were so many aspects that were wrong." I think that's the reference that Mr. Lowry is making.

CHAIRMAN: Right, we'll come to that.

MR. O'DONNELL: That's Book 28.

A. Okay, this is the letter

MR. HEALY: I am going to read out the paragraph. I think this may be the matter that you are referring to, Mr. Lowry. And I'll read it out I am sure I'll be corrected if I am wrong.

It's it goes as follows:

"Kate McMillan, an assistant to Ruth Collard (neither of whom I have ever met) spoke to me on the telephone sometime in 2002 as to various issues relating to the mediation (which I had no involvement in and little knowledge of) where Carter-Ruck were acting on behalf of Westferry. Over the telephone I gave her some general background information. She then produced the draft statement.

I started to go through the draft statement, as can be seen from my manuscript notes, but I gave up because there were so many aspects that were wrong. What can be seen on pages 246-252 are my initial attempts to edit the draft statement. However I came to the conclusion that the whole draft statement needed rewriting. The draft prepared by Carter-Ruck was abandoned. No new draft was ever prepared and no statement was has ever been signed by me."

A. When I read that letter last night, to be quite honest with

you, I was bemused because that letter, effectively,

rubbishes this draft statement.

Q. I doubt if it rubbishes the draft statement. I don't think

you would accept that it rubbishes the part that he has

ticked that says "I believe that Michael Lowry was not

involved in the DRFL transaction." That's not rubbish, is

it, in your view?

A. In my view

Q. Well, that's not rubbish?

A. In my view, in my view, Christopher Vaughan's letter there,

including that statement that he has made about me, which

he has made on a number of occasions, that kind of a

response to that - the point I am making to you is I cannot

understand - I mean, this whole episode is so confusing but

I think it's unreal that a draft statement is prepared over

a telephone; that that draft statement, through a

litigation process, finds its way to the Tribunal; that I

am examined in relation to it and then this

Q. It didn't find its way to the Tribunal. I have explained.

Let me explain to you where it came from. The document was

not brought to the attention of the Tribunal.

A. That's what I'm saying.

Q. It was used in litigation.

A. I said that, through the litigation process.

Q. It was only through the litigation process that it came to

the attention of the Tribunal. The Tribunal knew nothing

about this document, knew nothing about the process of

which it was a part. Let's just be clear about that. The

reason

A. Okay, I am happy that I have clarified the background to the statement because I am worried that people might think that this was actually a draft statement prepared by Mr.

Vaughan. It wasn't.

Q. It was a statement that Mr. Vaughan disputed but he ticked parts that he doesn't appear to have disputed, do you see that?

A. It's that

Q. One of them is the matter that I have drawn to your attention which is where he says the meeting took place in Paul May's house. Now, the reason I draw that to your attention, anticipating it, when I am dealing with a document much earlier in the documents - well much earlier in the list of documents here - is that it contains a reference to where the meeting took place. It is at variance to where the meeting took place at the interview Mr. Vaughan gave in London. And it, I suppose, it is consistent - well either of them is consistent with what's contained here but none of them are consistent with your statement, which is that it occurred in a hotel?

A. Yes.

Q. Now, just before we leave that you are aware now, presumably, that the Doncaster Rovers project was a project that was mainly handled in the initial stages by Kevin Phelan, in which the name of Wellington Trust or Denis

O'Brien was not mentioned, for perfectly obvious reasons.

When you are dealing with a very, very emotional issue like moving a football club you get a lot of fans cribbing and so on and the people involved wished to keep their hands down, as it were, you are aware of that, aren't you?

A. No, I wouldn't have any interest in it.

Q. Right, okay.

A. To be quite honest with you, all this issue, I haven't read only the documents that are of relevance to me. I haven't looked at any of the rest of it. It had no interest in it. It had nothing to do with me so I haven't read it. And I know nothing about Wellington Trust or Westferry or any of the rest of them.

Q. Let me explain that to you, that Mr. O'Brien's name was not used in the purchase of the Doncaster Rovers Club and premises, and I think you would probably agree with me that there is a certain sense in that. If you are doing a deal like this you would want to keep perhaps a low profile. That was the explanation that was given. It seemed like a reasonable one. If that is the case, have you any comment to make on the fact that Mr. Kevin Phelan was discussing the whole thing in front of you and Mr. Christopher Vaughan as well?

A. Have I any?

Q. Comment to make on the fact that they were discussing what was a highly confidential project in front of you?

A. What?

Q. Have you any comment to make on it, do you find it surprising?

A. I have already answered it. There was no specific discussion whatsoever in relation to Doncaster Rovers in my presence. Any discussion that took place in relation to property matters was between Kevin Phelan and Christopher Vaughan. I wasn't drawn into it and I was simply an observer.

Q. Go on to the next page of the document that's at Leaf 13, which is the letter of the 25th September, 1998?

A. Which document, Mr. Healy?

Q. Document number 13.

A. Document 13?

Q. Yes.

A. This is a letter of the 6th March?

Q. Yes.

A. It's the one we are on, is it?

Q. Yes, the one we are on. We were on the second page. I was on the paragraph that begins "Michael Lowry was present throughout the whole of the discussions" - remember that?

A. Yes.

Q. And then the next paragraph: "Michael Lowry and Kevin Phelan then wanted to go to have a meal somewhere but I returned home" - and the reason I stopped at that point was I wanted to discuss where the meeting took place. "And then it was arranged for Michael Lowry to come to my office the following day."

Then he deals with the fact that you were brought to the office and he then brought you to the BUPA hospital, which is 30 miles up the M1.

If you go on to the next page, he says "Following Michael Lowry arriving at my office on the morning of the 25th September we examined the Mansfield property file. I contacted the vendors' solicitors as to issues that had arisen from our discussions as to the purchase of that property."

I take it you agree that the next morning you did go and discuss Mansfield with

A. Yes.

Q. Do you remember some business about contacting the vendors' solicitors as to about some issues that had arisen?

A. Yes, I do. There was an issue which I raised with him myself as to the right of way - not the right of way but the entrance - and the way the entrance would be cut off from part of the property. I think that was the main issue.

Q. And did he contact the vendors by telephone in your presence or what?

A. He contacted them but obviously it wasn't something that was resolved there and then.

Q. I see. He then says "No one else travelled in my car to Leicester other than myself and Michael Lowry."

I think that's correct, isn't it?

A. Yes.

Q. "So far as I can recall the discussions in the car related to the general property market in England, sport and Irish politics."

you'd agree with that as well?

A. That's Mr. Vaughan saying that, is it?

Q. Yes. You'd agree with that from what you said yesterday?

A. I would.

Q. "Based on my incorrect assumption from the previous day's meeting the outstanding issues relating to DRFC were again touched on by me. It is my recollection that Michael Lowry offered to assist me in resolving those outstanding issues by agreeing to try arrange a meeting with Aidan Phelan, whom he led me to believe he knew."

Now, he says that, effectively I think he is saying, you can correct me if I am wrong, that his incorrect assumption from the previous evening was continuing to operate on his mind, and that he touched on what he called outstanding issues relating to DRFC, relating to Doncaster, and that you offered - well firstly, do you agree with that that he continued to discuss Doncaster and the issues that you were arising?

A. No, I think the only recollection I have of that, and I think I said it to you yesterday at some stage, was that in the course of the conversation, as I say, he says himself, we discussed politics, sport and all the other current events, and he then - I asked him about his own practice, I think, in terms of what he actually did, and my memory of

it is that he told me that he specialised in conveyancing.

And there was a general discussion and I, maybe as part of a conversation, looked for a better understanding of what was involved in conveyancing. I'd have some idea myself from my political background. And I think it was at that point he said something to me that Aidan Phelan was breaking his heart and that he couldn't get him to do this, that or the other, I don't know what it was. And the only conversation that we had in relation to it was I said 'I know Aidan Phelan and if I can assist you, give me a ring and I will'. Now, at that stage, I didn't know Aidan that well but I did know him. And that's the only - it was in that context I think that he is saying this because there certainly was nothing specific in relation to Doncaster, and I certainly had no documentation in relation to Doncaster.

Q. All right. Well, you agree that there was some discussion of contacting Aidan Phelan, so you are in agreement with him on that?

A. Yes, I do think that he said to me - that Aidan Phelan's name came up and I said that I knew Aidan Phelan and, if my memory is right - but I stand to be corrected - I think - I don't think I offered to assist him but I think he may have said to me - or I may have said to him, 'Well you know, if I can help you, let me know'. But that's where it started and that's where it finished.

Q. You say he didn't discuss Doncaster issues with you?

A. Absolutely not.

Q. So you differ with him on that?

A. Yes, I would.

Q. And he says that it was effectively, as I read it he is saying it's the Doncaster issues that caused him to bring up the name of Aidan Phelan?

A. Pardon?

Q. He says it's the Doncaster issues, it was in the context of the Doncaster issues that he brought up the name of Aidan Phelan?

A. It was probably in the context of our discussion in relation to conveyancing that he was having difficulties or with Aidan Phelan and he asked me did I know him? And I said, yes, I had met Aidan Phelan and I presume it was in that context that it came up. I don't know, at this far remove I just can't be specifically about it.

Q. I just want to see what the difference is between you and him. He says he brought up Aidan Phelan in the context of the difficulties or in the context of outstanding issues he was having in relation to Doncaster he says it was in that context he brought up Aidan Phelan's name. You say Aidan Phelan's name came up but not in the context of Doncaster and that you did agree, you said, I think you said "Give me a ring and I'll try to contact him" is that it?

A. It's very hard I have to be fair you know, I can't be specific about it, but my overall memory of it was that the trip was mainly - the time was mainly consumed with the

discussion on general things and what have you. And maybe at some stage when he was talking about his business or developments or what have you in Ireland, I don't know how, but I have to accept that Aidan's name came up in some shape or form and I do recall telling him that I knew Aidan. But it certainly was not in respect of anything specific to do with Doncaster. Maybe he was thinking of Doncaster when he asked me about Aidan Phelan. I don't know.

Q. I think as far as we know Mr. Aidan Phelan had no prior property dealings with Mr. Vaughan at this stage?

A. As far as I know he did. But - I'm saying this now, having read all your, everything that I got from the Tribunal and read papers and what have you. My understanding is that - with Vaughan, was it?

Q. Yes.

A. Didn't he have - he had other projects, I think, done at that stage with him.

Q. I may be wrong but I don't think he had but

A. I think he was involved

Q. we can look into it I am sure. For the moment let's assume

A. Mr. Healy, my understanding of it is that he had done - was it - there was some other city - was it Luton? No? He had something done with him anyway, I think.

Q. Beachwild in Luton, the one that came up

A. Who?

Q. Beachwild, I think Luton is the name of it?

A. My understanding is that they had a business relationship previous to that, yeah.

Q. Could I just ask you - I just got a letter here from Mr. Vaughan to your solicitors dated 4th July, 2002. I'll just give you a copy of it. This is a letter that I think was written to your solicitors and which was furnished to the Tribunal in July of 2002 in the context of the Tribunal's inquiries into the long form/short form letters.

Now, a lot of this is not particularly relevant to what we are discussing at the moment. Mr. Vaughan is telling your solicitors about his various dealings with Kevin Phelan and with you in relation to Mansfield and Cheadle.

If you go to the second page, and to the fourth paragraph.

Do you see where it says "Prior to being instructed by Michael Lowry" - do you see that paragraph?

A. Yes.

Q. It says "Prior to being instructed by Michael Lowry, through his agent Kevin Phelan I had never met him or been instructed by him in any other transaction. Further, I have not been instructed by him since, I do not have any current contact with him and I do not regard him as a current client of mine.

"Likewise with Aidan Phelan - I had been involved in the acquisition of Doncaster Rovers Football Club but all the negotiations relating to that transaction were conducted by Kevin Phelan and I did not even meet Aidan Phelan until

after the transaction had been completed."

Now, if you go on to the following paragraph it may throw some light on it. "The instructions relating to the purchase of the property in Luton by Beechwild Limited were again given to me by Kevin Phelan. I do not recall ever meeting Aidan Phelan in respect of this transaction although it is clear from my file that I spoke to him about it on the telephone."

Do you see that?

A. Yes.

Q. I think that's where I got the idea that he hadn't had dealings with Aidan Phelan. But judging from what's contained in that letter he wouldn't appear to have had any dealings with Aidan Phelan up to around the time that the Doncaster Rovers transaction completed, which is presumably around this time, the time we are talking about, September of 1998?

A. As I said, I can't obviously I mean I can't speak for whatever relationship they have had. Is there a reference - what's the point you are making, Mr. Healy?

Q. What I am suggesting to you is that - I am trying to tease out what happened in this car journey where Mr. Vaughan says that he mentioned Aidan Phelan's name in the context of the Doncaster transaction and that it was in that context, according to his letter of the 16th March, 2003, - or is it 6th March 2003 - it's in that context that you, according to him, agreed to try to arrange a meeting with

Aidan Phelan. That, in other words, prior to that, he would have had no dealings with Aidan Phelan in relation to anything?

A. But the net issue or the net point you are making is; what context did Aidan Phelan's name come up?

Q. Doncaster, yes.

A. What I'm saying is - what I'm saying to you, I have already said it to you - is that during the course - it is my view, and I can't be certain this far removed from it - but it is my view that during our discussion on - I asked him about his legal practice, what his specialty was. He told me it was conveyancing. We had some discussion on it and he gave me some insight into, how would I put it to you, complex and burdensome it can be. And I think it was in that context he said he was doing some kind of a deal and he asked me - I don't recall him talking about Doncaster - he asked me simply did I know an Irish guy called Aidan Phelan? And I said I did. I think it's in that context. That's the only recollection I have. I know that Aidan Phelan's name was mentioned, but I think it was in that context.

Q. And what did you think you were going to do for him in relation to Aidan Phelan?

A. Nothing. I didn't -

Q. What do you think you were going to do?

A. Well, I think what he was asking me to do, as I recall, was he asked me did I know Aidan Phelan, an Irishman, Aidan

Phelan, and I said I did. And my recollection is he didn't ask me to do anything other than he asked me did I know him. I said I did and maybe, maybe in the context of whatever it was he was requesting, that I would have had agreed if he wanted me to make contact with him, a phone call wasn't going to bother me or hurt me on it. But as it transpires nothing materialised from it. So he didn't ask me to do anything specific.

Q. All right. But here he certainly says you agreed to try to arrange a meeting with Aidan Phelan. What you are saying is the most you would have agreed to do is 'if you want to contact him ring me and I'll ring him for you'?

A. Yeah and if I am right, I don't know what evidence Aidan Phelan gave, but there was certainly - one thing I am absolutely certain of - there was no meeting arranged by me with Aidan Phelan for anybody at that stage.

Q. It goes on to the next paragraph: "I have found no handwritten notes on the DRFC file in relation to the meeting on the 24th September or the discussion in the car the following day, which is not surprising as Michael Lowry had come to Northampton to discuss the Mansfield property. "In hindsight, it does seem unusual that I believed Michael Lowry to be involved in DRFC, as throughout the whole of the discussions and negotiations relating to the acquisition of DRFC over a period of some nine months, I had never heard Michael Lowry's name mentioned nor met him with Aidan Phelan or any other person in connection with

the acquisition of DRFC.

"When I returned to my office in the afternoon of the 25th September, in an attempt to try and move matters along (as can be seen from the tenor of my letter) I wrote the letter of the 25th September to Michael Lowry.

"Over the course of the next days (which was the weekend) I spoke to Kevin Phelan who inquired of me as to how my journey to Leicester with Michael Lowry had gone. I outlined to Kevin Phelan that we had discussed the purchase of commercial property in England in general and the Mansfield property in particular, which I understood had been Michael's main purpose in visiting me in Northampton.

"I must have told Kevin Phelan that I thought that Michael Lowry could assist in resolving the outstanding issues in DRFC and that I had written the letter of the 25th September to Michael Lowry. I had also written a letter to Aidan Phelan advising him that I considered that Michael Lowry could arrange a meeting.

"Kevin Phelan then informed me that Michael Lowry was not connected in any way whatsoever to the DRFC project and that it would be very embarrassing for him if Aidan Phelan had been informed by me that any documentation had been sent to a third party (Michael Lowry)."

Now, just so you'll understand what that reference is, if you going to Leaf 21 for a moment, but just keep Leaf 13 open, if you can do that?

A. 21?

Q. 21. And I want you to go to the third last page in the Leaf, or else the third page - in fact it's the middle page.

A. Yes.

Q. Do you see it's a letter, an office copy of a letter with a line drawn through it, do you see that?

A. Yes.

Q. 'Mr. Aidan Phelan'. Then there is a fax number, address and fax number.

Mr. Aidan Phelan, Messrs. Brian Phelan & Co., Orchard House, Clonskeagh Square.

"Dear Aidan,

"I refer to my letter of the 23rd September last which was written to you on the basis that we were going to meet on the 24th and, of course, this did not happen.

"I understand from Michael Lowry that he is trying to arrange a meeting sometime in the near future as there are a number of issues that need to do discussed. In the meantime I am enclosing document headed "Completion Statement - amended 16/8/98" again as in error I had taken an earlier draft of this document off the computer database rather than the correct one. The final figures are the same but there were changes in the retention fund details.

"I look forward to meeting you in the near future.

"Kind regards.

Yours sincerely."

Now, I think what Mr. Phelan is saying is that the line

drawn or, I beg your pardon, what Mr. Vaughan is saying is that the line drawn across the office copy of that letter, which was on his file and which he retained on his file, indicated that it had not been sent. That would be his way, I think other solicitors have different ways of showing that a letter on their file was not, in fact, sent out. But you will see that he says that he wrote that letter based on the discussions he had had with you, and as far as we can see, based on the car journey.

If you go to the second paragraph, and this was written around the time, presumably, or after the time that he brought you to BUPA. He says "I understand from Michael Lowry that he is trying to arrange a meeting sometime in the near future, as there are a number of issues that need to be discussed."

I suggest that what that means is that he is writing that letter at a time when he is clearly of the view that you are going to try to arrange a meeting in the near future.

Do you agree that's what it means?

A. I didn't - I absolutely had no request to arrange a meeting and I never did arrange a meeting.

Q. But, what the letter means is that he understood - he says - I am trying to ask you whether you agree with me that what the letter suggests - is that he believed that you were going to try to arrange a meeting?

A. Mr. Healy, I don't know what Mr. Vaughan believes, to be quite honest with you.

Q. That's what he says here, isn't it?

A. Because I have seen so many versions of different things and what have you. I certainly am confused. But all I can say to you is that I had nothing to do with arrangement of a meeting with Aidan Phelan and received no documentation from Mr. Vaughan in relation to any meeting with Aidan Phelan.

Q. All right.

A. The letter that you are reading from before you skipped to that letter, could we complete that one?

Q. I am going back to that.

A. As I understand it he is now clarifying how he got that wrong, is that right, in this letter or he is giving some explanation

Q. Just take it slowly. I am drawing this letter to your attention so you'll understand the part of the letter we are back at where he refers to that letter?

A. Okay.

Q. I wanted to make clear that in that letter, which was not sent for a reason which will be clear in a moment, he stated that he understood from you that you were trying to arrange a meeting. You don't agree with that. You have given evidence that you never agreed to arrange a meeting?

A. No.

Q. What I'm saying is that at the time that he wrote that letter he understood from you that you were going to try to arrange a meeting?

A. There is a lot of things that he understood which subsequently he obviously misunderstood.

Q. Well I don't think he misunderstands that. If you go on in the next part of the letter that we were going through.

Have you got that open in front of you?

A. Yeah, I have it on the screen, Mr. Healy.

Q. All right. "I must have told Kevin Phelan that I thought that Michael Lowry could assist in resolving the outstanding issues in DRFC and that I had written the letter of the 25th September to Michael Lowry. I had also written a letter to Aidan Phelan advising him that I considered that Michael Lowry could arrange a meeting.

"Kevin Phelan then informed me that Michael Lowry was not connected in any way whatsoever to the DRFC project and that it would be very embarrassing for him if Aidan Phelan had been informed by me that any documentation had been sent to a third party (Michael Lowry).

"Kevin Phelan asked me to write to Aidan Phelan to clarify the situation and it was at this stage that I informed Kevin Phelan that although the letter had been dictated and typed it had not gone through my fax machine, neither had it been posted and a copy of that letter, which has a line through it, still exists on my file, the top copy I assume was destroyed by me."

Did you know anything about that at the time?

A. No.

Q. Nobody rang you and said

A. No.

Q. Christopher Vaughan didn't ring you and say "Look I sent you a letter I shouldn't have sent you"?

A. I don't think he sent me - that's my - I don't have any recollection of ever getting a letter, so -

Q. Well that doesn't follow, if you think about it for a minute?

A. Pardon?

Q. If you think about it for a minute, that doesn't follow.

The fact that you didn't get the letter doesn't mean that he didn't think he sent it to you. On his file he thought he sent it to you. What I'm asking you is, did he ever ring you up and say "I sent you a letter. You shouldn't have got it, it could be embarrassing for me. Would you send it back or throw it in the shredder" or whatever?

A. No.

Q. And Kevin Phelan never mentioned anything about it to you?

A. No.

Q. He never said anything to you along the lines of, "Listen, you have got to be careful, you can't be discussing anything to do with Doncaster with Christopher Vaughan"?

A. It never arose.

Q. It never arose. He never said to you that Christopher Vaughan had made a mistake?

A. No.

Q. Right. The next line simply refers to the involvement of Paul May and I think I want to move on to another letter.

CHAIRMAN: That's probably a most suitable time for us to take lunch. Two o'clock please, Mr. Lowry. Thank you.

THE TRIBUNAL THEN ADJOURNED FOR LUNCH.

THE TRIBUNAL RESUMED AFTER LUNCH AS FOLLOWS:

CONTINUATION OF EXAMINATION OF MICHAEL LOWRY BY MR. HEALY:

Q. MR. HEALY: Mr. Lowry, just before we leave that document, you continued after that to work with Kevin Phelan and Christopher Vaughan in relation to the Mansfield and the Cheadle transactions; isn't that right?

A. Yes.

Q. And ultimately, as we know, at the end of the Cheadle transaction, your role became that of simply trying to move the property on; isn't that right?

A. Yes.

Q. During the time that you dealt with him between '98 and this was 2001, I think; is that right? 2001?

A. With Christopher Vaughan?

Q. Yes.

A. Yes.

Q. You retained him as your solicitor all the time. How did you find him?

A. How did I find him?

Q. Yeah. Well you kept him on, is my point?

A. I found him to be - I didn't have that much dealings with him, to be quite honest, but I found him to be a nice man, a gentle kind of a person. I couldn't say anything against him.

Q. Could I ask you just one other question, if you don't mind, about the letter to Aidan Phelan that he drew a line through, and if you go to Leaf 21, and go in three pages, I think, you will find it. I am told that in my documents, two letters have been differently numbered. I think the only document you have on that, or the first document in your Leaf 21, should be a letter to Mr. Aidan Phelan, the one we were mentioning earlier, with a line drawn through it. It's on the monitor.

Just one point about the second paragraph. "I understand from Michael Lowry that he is trying to arrange a meeting sometime in the near future as there are a number of issues that need to be discussed."

Now, we were looking at that this morning in the context of Christopher Vaughan's letter of March 2003, right? But can I just ask you to look at it as it's there for a moment.

Reading it, it suggests that the initiative to organise the meeting is coming from you, would you agree with that?

A. This is as a result of the train - or the car drive?

Q. I think what he said in his letter of March 2003, that it's as a result of a combination of both. But I'm just asking you to ignore his letter for a moment, his letter of March 2003, and I just want to you look at that sentence there.

"I understand from Michael Lowry that he is trying to arrange a meeting sometime in the near future as there are a number of issues that need to be discussed."

As it stands, I know your evidence is to the effect that

you never mentioned any meeting to him. The call came from him, 'any question of a meeting?'

A. Correct.

Q. But as it stands, does that sentence not indicate that the initiative for the meeting came from you or the initiative to arrange the meeting came from you, do you follow me?

A. I took no initiative in arranging a meeting.

Q. Right. If we just go to Document 24. This is a letter from Kevin Phelan to Aidan Phelan that the Tribunal obtained from Aidan Phelan. It's dated the 30th August 2000, and it's headed "Doncaster/Altrincham/Luton projects.

"Dear Aidan,

"Further to our discussion with Christopher Vaughan and Michael Lowry following your 17th August 2000 meeting, we have now had time to reflect on those discussions and also consider the letter received from Christopher Vaughan dated 18th August 2000.

"We are extremely disappointed that you have failed to reply to our recent correspondence or make any contact with Gameplan. You agreed to keep us informed on progress regarding the Doncaster project. We are concerned but not surprised that our so-called `Development partners` are describing the Doncaster property as a "pup" which is what is expected from people who have a serious conflict of interest and have ulterior motives. At a meeting in your office on the 11th April 2000, the Chairman of Stannifer, a reputable property developer, described the site as the

"best site in Doncaster" and Gameplan agreed with his assertion.

"In our opinion the Doncaster project remains an extremely good opportunity. However since Gameplan were requested to allow others to manage the project little progress has been achieved. In the period since others have taken control Westferry have managed to lose credibility by not continuing the momentum which Gameplan had established over the previous period. At this point we are unwilling to accept the current position and request payment of our previously agreed fees and costs, or alternatively allow Gameplan to take back the management of the project. Gameplan have worked extremely hard on the projects listed above in good faith and we believe we have been treated very unfairly.

"We enclose an invoice for the fees agreed for the Luton project at our meeting on the 9th February 1999 together with a schedule of our involvement. We enclose an invoice for the Altrincham project and schedule for involvement.

We believe the fee for this project is reasonable considering the time and effort involved.

"We trust you clearly understand our position."

Now, I think that at this stage, Mr. Phelan - Mr. Kevin Phelan and Mr. Aidan Phelan were, when they were communicating, their relationship hadn't broken down to the point that it had by the following year, I think. That was I think a summary of Mr. Aidan Phelan's evidence. But

you'll see that the first page of that letter deals mainly with the Doncaster project. And then on the second page he refers to invoices. Now, I'll come to the invoices in a moment. But the reason I'm drawing the letter to your attention is because of the setting, as it were, which is contained in the introductory paragraph where Mr. Kevin Phelan says "Further to our discussion with Christopher Vaughan and Michael Lowry following your 17th August meeting we have now had time to reflect on those discussions and will consider the letter received from Christopher Vaughan dated 18th August 2000."

Now, just to put this in to some context for you. You will remember on, I think, a previous occasion, giving evidence, being referred to a document generated by Aidan Phelan headed "UK property ML". Do you remember the document was actually prepared by

A. This was the meeting in Jurys?

Q. Yes. The document was prepared by his colleague, Helen Malone?

A. Yes.

Q. Right. I'll just make sure you have a hard copy of it. It has been suggested, and I think reasonably, I think by Mr. Aidan Phelan, that when Kevin Phelan says "Further to our discussion with Christopher Vaughan and Michael Lowry following your 17th August 2000 meeting" etc., he is referring to initially a meeting he had following this meeting, do you understand me? And that's the only reason

I draw this up, right? Now, what he suggests - what I suggest he means in the first line, and I want your comment on it, is that he is referring to a discussion between Aidan Phelan, Christopher Vaughan, Michael Lowry and Kevin Phelan after this UK property meeting and that that discussion concerned the three properties mentioned above: Doncaster, Altrincham and Luton.

Now, do you remember that meeting?

A. Yes.

Q. And present at that, according to the note, was yourself, Christopher Vaughan, Aidan Phelan and Helen Malone.

A. Yes.

Q. And, as far as we know from the evidence previously heard, no one else was present at that meeting. Now, Kevin Phelan then refers to a meeting after that, or a discussion after that, between himself, Aidan Phelan, Christopher Vaughan and you. Do you remember anything like that?

A. My understanding is that we held a meeting in Jurys hotel, and as I have given in previous evidence, at that meeting those three projects, plus Mansfield and Cheadle, were discussed. And, effectively, the message coming from that meeting from Aidan Phelan was a strong message to Kevin Phelan that he wanted things moved along. I would think that this letter from Kevin Phelan is a reaction to Aidan Phelan because Aidan Phelan had, in the interim, and I would think Christopher Vaughan and possibly myself, I can't remember, but possibly myself, telling Kevin Phelan

that Aidan wasn't happy with him.

Q. Aidan wasn't happy with him in relation to what though?

A. Everything.

Q. Everything. And that included Doncaster?

A. It included Doncaster, Cheadle, Mansfield, Luton, because I do know the day in Jurys hotel that we held that meeting, we discussed Cheadle and Mansfield and at that stage I do know that they went on to the other - I left that particular meeting but I know that they met for a long time afterwards.

Q. You mean that Kevin Phelan, Christopher Vaughan and Aidan Phelan met for a long time afterwards?

A. No, I think it was only Christopher Vaughan, Helen Malone and Aidan. There was only the three of them. I don't think Kevin Phelan - Kevin Phelan wasn't at that meeting.

But what happened effectively - sorry - just to try and speed it up - my understanding at that meeting is we discussed Cheadle and Mansfield. I left but they decided that they wanted to get action, effectively, and I think this was the start of the aggravation between them. It was certainly starting to warm up in that they felt that Kevin Phelan wasn't delivering and it was time somebody told him. I was probably told to tell him about Cheadle and Mansfield. I'd say Christopher Vaughan was told to tell him probably, possibly about Doncaster, and between everybody, Kevin Phelan got a sharp message that he wasn't performing, and I think he was stung by that and then he

wrote back this letter to Aidan Phelan effectively saying

'it's not my fault, it's your fault'.

Q. Right. Okay, I can understand all that have. But I just want to be sure you understand the part of the letter to which I am drawing your attention.

The first sentence of the letter, I suppose the first part of the first sentence suggests that you, Christopher Vaughan, Aidan Phelan and Kevin Phelan were discussing Doncaster.

A. No, no.

Q. After the other meeting?

A. No. Definitely not.

Q. You say, 'no', you left?

A. No, definitely not.

Q. It's very pointed the way he refers to it though, isn't it?

A. I don't know what evidence - I haven't heard it - I don't know what evidence Aidan Phelan has given on this but that is my

Q. I think Aidan Phelan's evidence is along - it's not quite on a par with your evidence - but he does say, as you have said, that he saw this letter, the content of the letter, as a rally by Kevin Phelan against presumably whatever ideal he got from Aidan Phelan?

A. My function at that meeting that day was the joint venture, Cheadle and Mansfield, to get out of the bed. At that stage Aidan was saying 'I have a lot of money out here. I have a lot of investment', what have you. 'This guy is not

performing. You, Christopher Vaughan have ability to whip him into shape. You Lowry, have the same thing'. I suppose it's in that context but the only discussion I had in relation to them was Cheadle and Mansfield. I had no involvement in Doncaster, no involvement in Altrincham, no involvement in Luton.

Q. You weren't even there when they were discussing that?

A. No.

CHAIRMAN: Just to be clear, Mr. Lowry, it was the Jurys meeting or this subsequent meeting that you left when things moved on to Doncaster, or both of them?

A. I think it was at the meeting in Jurys. That's the only meeting I can recall these - you know.

Q. MR. HEALY: The whole lot took place in Jurys, but you left, is that it?

A. Yes. They had a long meeting in Jurys. My element of it - my recollection of that meeting, to put it, I suppose, in its proper context. Kevin Phelan - or Aidan Phelan - was extremely unhappy and he was conveying his unhappiness to me, to Christopher Vaughan and then he was saying, 'right guys, at the end of the line is somebody who is not delivering on these. I want ye to exercise whatever influence you have to get him to do something to move him on'. Now, that was the background to the meeting, and I think whatever he said to Kevin Phelan obviously gave this letter in response.

Q. But it's only - he didn't respond in relation to Mansfield

and Cheadle at all

A. No.

Q. Do you appreciate that?

A. Yeah.

Q. Could you now go on to Leaf 25, and if you could go, I think, to the seventh page. You'll see a letter from Kevin Phelan to Aidan Phelan.

A. What number is that, please?

Q. It's in Leaf 25 and I think it's the seventh page in.

A. A letter from Kevin Phelan to Aidan Phelan?

Q. Correct.

A. Dated 27th August?

Q. Correct. No, no, dated 14th September.

A. Yes.

Q. Have you got it, because it's somewhere else as well. I want to read that letter and I'm then going to go on to another letter and I am going to come back to talk about both letters, all right?

This is a letter of the 14th September from Gameplan International to Aidan Phelan.

"Dear Mr. Phelan,

"I have decided to write this letter as a result of two telephone conversations I have had with Mr. Michael Lowry.

"As you are aware, Mr. Denis O'Connor is currently endeavouring to assist in resolving outstanding issues regarding various projects. I understand that you are satisfied with his involvement and you approve of his

endeavours. Michael Lowry has given me the impression that in some way you feel disadvantaged in these negotiations.

I must ask you to confirm by return if you feel in any way disadvantaged in these negotiations.

"I have written to you regarding another matter which must deal with at this time. The matter I refer to has nothing to do with me and I did not involve myself in that matter.

I would be pleased to resolve the issues with Denis if possible. However if you feel that the negotiations are in any way difficult for you I would ask that you inform me immediately."

Now, if you go on to Leaf 27 for a moment. This is a letter from Brophy Butler Thornton to Aidan Phelan of the 18th June, 2001. Do you recognise the letter? Have you ever read it before?

A. I have read it, yes.

Q. It's a letter from Denis O'Connor to Aidan Phelan referring to a fax from Kevin Phelan some time ago and a meeting which Denis O'Connor had arranged with Kevin following the fax. And in the letter Denis O'Connor goes through a number of projects. He says: "I had arranged to meet him as you know in my office last Saturday afternoon. When I arrived the first thing I picked up from my fax is an agenda and I attach a copy of the same. I then explained to Kevin at that we were under time pressure and we moved on."

If you go down to the next important part of the letter:

"Letter of June 15th addressed to you.

I was asked to pass on the enclosed to you. You might note that I advised him that:

"A. I knew nothing of the Doncaster site and advised that I could not help on it unless specifically requested.

"B. As to Handforth and Mansfield, I expressed amazement that he purported to be a 40% beneficial owner. Eventually he agreed that he was not a 40% beneficial owner but rather that he was entitled to 40% of the net profit.

"I told him that this was the first I was aware of same.

However I did say that my understanding was that either you or Michael wanted to cover costs at this stage as a priority. I outlined that the current net cost on the sites was in the order of sterling $\frac{1}{2}$ 525,000 Handforth and sterling $\frac{1}{2}$ 300,000 Mansfield.

"C: I put it to him that he had an obligation to dispose of these sites - however he did not have exclusivity as time was essential.

"He is to fax me such a proposal by the end of this week.

"Altrincham:

This means nothing to me which Kevin agrees but he is claiming fees of sterling $\frac{1}{2}$ 45,000. I enclose a raft of correspondence which he gave to me to pass on.

"Doncaster:

He is claiming fees of sterling $\frac{1}{2}$ 156,200 in relation to same as per enclosed statement plus one fee note. Again if he accepts this it has nothing to do with me.

"Fees:

I passed on your cheque to him.

"General:

I am anxious (at Michael Lowry's request) to complete the deals he was involved in I know this is your objective also. I will help in any way I can but Kevin's attitude is of hostility and no remorse for deals which did not materialise.

"If I can help on the other projects please let me know - I will help if I can. Kevin is now saying he will not talk to you but may deal with me.

"He also discussed this retention problem in Doncaster and agrees that a claim by the vendors stg£1/2250,000 relating to a lease on a car-park is spurious. I may be able to progress settling some of this dispute if I knew the analysis of the purchases claim i£1/2480,000. However it is up to you.

"I will help in any way I can in what is becoming a hostile and tense atmosphere but my priority is to get

a) Get Mansfield sorted

b) Get Handforth finalised (moral obligation)

"Kind Regards

Denis O'Connor."

"CC Michael Lowry."

Now, can you remember getting a letter like that at the time?

A. Yes.

Q. And in what circumstances do you remember these matters arising?

A. This matter arose - I recall Denis actually handing me that letter, it was in the office - I was in his office and he said that Kevin Phelan had arrived in his office with a whole load of documentation and what have you and he had asked him would he get involved with looking at it. And Denis gave me that letter simply out of courtesy because of my 10% in Mansfield and because I had obviously was familiar with Cheadle because of the circumstances in which it had been passed on to Aidan Phelan.

Now, my understanding of it is very simple, that when Denis got whatever Kevin Phelan gave him, he immediately wrote to Aidan and he was effectively outlining what Aidan - or what Kevin - Phelan had told him and he was seeking a direction one way or the other. And I know that he got no direction. The matter rested. Aidan didn't act on it. End of story.

Q. Well, I think do you know if Kevin Phelan acted on it?

A. Nobody acted on it is my understanding at that stage.

Q. Just I am curious to know what you did with the document, because the Tribunal didn't get it until

A. What I did with it?

Q. Yes.

A. I probably - what I would do with documents like that, there was nothing new in that document, there was no information of any value in it other than - what I would do is retain what was important in it, which was the

Mansfield/Handforth, I wouldn't have held that document.

Q. When you say you retained what was important in it do you mean that you bind it, you shredded it?

A. Yeah, every day of the week I would get, as a politician and as - in business - I would get huge volumes of correspondence and obviously if there is something hugely important, I would ask my secretary to file it. But if I was to file everything I got, well, you know, I'd need Semple Stadium to hold it in. So there was nothing new in this document. I had already given evidence in relation to these properties and, in actual fact, when I look at the document, the documents supported entirely my position in relation to Cheadle and Mansfield. I know it was in the document there is properties mentioned, Altrincham, I had nothing to do with it. Denis is referring to Doncaster and he is saying it is the first he heard of it, which I am sure it was. The other issue - what was the other - Handforth and Mansfield, them two, I was aware of.

Q. But - I know that as a businessman and as a politician you get a lot of documents - but this was a document relating to at least one property obligation you had, and one valuable property interest, that you had in England; isn't that right? And surely you have some filing system, or even if you don't have a filing system, like a lot of people who don't file documents, you put it in a heap ultimately hoping to find it. Did you not have some way - did you not think that this would have been an important

document for you to retain?

A. There was nothing new in that document. All this was, was - this was about, I suppose, Kevin Phelan and a fees initiative on his. This document, there is nothing new in that document. Everything that's in that document, first of all, was on the public record, secondly, was known off by heart by me in relation to Mansfield and Cheadle, but in particular Mansfield where I still had 10%. I wasn't interested in the rest of it. The only reason I got a copy of that was because of my 10% interest in Mansfield. And

Q. Doesn't it go further than that? It just doesn't repeat everything that was in the evidence?

A. Pardon?

Q. It just doesn't repeat everything that was in the evidence.

It makes one very important point on the first page. It says "Kevin Phelan was claiming 40% of Mansfield and Cheadle and Denis O'Connor got him to agree that it was not 40% but only 40% of the profit." Wasn't that an important statement, to have to remind you of what he had said to Denis O'Connor?

A. Well, that would be - it was always my view that he wasn't entitled to 40%. I mean, Kevin Phelan, like any businessman, will look for and maximise what they think they are entitled to. As far as I was concerned, any uplift on any property in relation to Kevin Phelan was 40% of the profits, not the beneficial.

Q. I'd suggest to you that most people would regard it as a fairly important document, worth keeping for that reason alone?

A. Well I didn't, Mr. Healy. And I didn't keep it. I didn't see any necessity to keep it whatsoever. I knew Mansfield off by heart. I didn't need any document to remind me what my position was. I had no interest whatsoever in the other issues. They were matters for Aidan Phelan. The letter was passed on to Aidan Phelan. He didn't react to it, obviously, and it wasn't my position to react to it.

Q. But you do remember it?

A. I do.

Q. And therefore, do you remember what you did with it?

A. What I did with it? I probably did what I do with a lot of correspondence. If it's not important, I would bin it.

Q. Now, with it there were a number of documents. Obviously Denis O'Connor didn't send every document that Kevin Phelan had given him. But, if you look at the documents that were sent, if you just turn over the pages, the first one is a draft undertaking, do you see that?

A. The draft undertaking?

Q. Yes.

A. Where is that coming? I have never seen that before.

Q. You have never seen it?

A. No.

Q. Well I think it was sent with these documents?

A. Pardon?

Q. I understand that it was sent with these documents. You have never seen it before.

A. It was sent with my documents?

Q. With these documents.

A. Oh, no, absolutely not. As a matter of fact I have - that doesn't mean anything to me. I was looking at that last night and I have to say I have never seen that before. And I actually can't figure out who sent it where, or where did it come from. There is no address on it other than the Secretary of Gameplan. But I don't know where it came from.

Q. Well, all I am suggesting to you is that it came with the letter of the June 18th, 2001?

A. No, definitely not.

Q. Do I take it then the next document, which is the letter that we discussed add moment ago of the 30th August, 2000, where there is a reference to a meeting with you, that that didn't come either?

A. The letter that which one is that?

Q. If you turn over the next page, you'll see it?

A. The Altrincham/Luton projects?

Q. Yeah?

A. No, that was sent from Kevin Phelan to Aidan Phelan.

Q. I know, but what I'm asking you is was it sent to you under cover of the letter?

A. No.

Q. Right. If you go over the next - second next page - you

will see it looks like an invoice, do you see that?

A. Yes.

Q. Then after that a statement, after that an invoice?

A. Yes. All correspondence, nothing to do with me.

Q. You never got any of them?

A. No.

Q. Now, in relation to the matter that was being mooted by

Denis O'Connor in his letter of June 18th, you say that

nothing came of that?

A. No.

Q. If you go back to the other letter now, the one that was in

Leaf 25, it refers to two telephone conversations with

Michael Lowry. And from other documents I am going to

refer to in a moment they appear to be referred to - they

appear to be related to agreements that Denis O'Connor was

negotiating between Kevin Phelan, on the one hand, and

yourself and Aidan Phelan on the other. Now, do the

telephone conversations described by Mr. Kevin Phelan in

the letter of the 14th September 2001 make any sense to

you?

A. 2001?

Q. Yes.

A. Yeah.

Q. Do you know anything about those telephone conversations

that he is describing?

A. I had several conversations, obviously, with Kevin Phelan,

but I have no chance at this stage of identifying what

those two particular calls were about.

Q. Do you remember having conversations with him of any kind about Denis O'Connor trying to enter into an agreement at that stage to dispose of the Mansfield and Cheadle properties?

A. Is this in 2001?

Q. In 2001, yes?

A. He would have said to me that he had asked himself - himself and Aidan had agreed, and I would have been aware of that myself, that in 2001, that efforts were made to resolve outstanding disputes between them, yes.

Q. Well, I appreciate you may have been aware that efforts were made. The document we looked at a moment ago, the 18th June document, was about efforts being made to resolve outstanding disputes. I am referring to something else for a moment now. Something that happened towards the end of the year.

A. Is this when those agreements were signed?

Q. Yes.

A. That was totally different. Nothing happened earlier in the year and then Kevin came back, as I understand it, to Denis, and asked him to make an effort - because if you look at the June one, the June one was effectively Kevin Phelan - sorry - Denis O'Connor wrote to Aidan Phelan outlining what the position was and that Kevin Phelan had made contact with him. At that stage Aidan Phelan did nothing and it was Aidan Phelan's prerogative to do it. He

was the one in the driving seat. They were his properties.

So nothing happened.

As I understand it then what happened is later that year

Kevin Phelan, again asked Denis O'Connor would he become

involved in trying to sort it out, that nothing had

happened and would he take an initiative on it? And at

that stage it led to that agreement that you are talking

about. And those agreements, you know, after some time, I

don't know how long that took, but I was aware of it, that

it was happening, I had a 10% interest in Mansfield so I

was told about it, and it is my understanding that Denis

succeeded in getting it to a stage where he thought he had

an agreement. But then Aidan Phelan, late in the day as

we'll say, decided that he wasn't going to go along with it

and nothing happened.

Q. Well, I don't know if you could be right about the latter

part of the evidence you have just given there or about the

earlier reference to June.

As I understood the evidence and as I understood you a

moment ago Mr. Kevin Phelan was to put forward a proposal

in June and he didn't do so?

A. Kevin Phelan?

Q. Yes. He didn't put forward any proposal?

A. This was in June?

Q. Yes.

A. No, in June all that happened was he dropped in the

documentation in to Denis O'Connor. Denis O'Connor passed

it on to Kevin Phelan - or to Aidan Phelan - and he never got any instruction or requests from Kevin Phelan. In other words Aidan Phelan just left it. He didn't

Q. No, no, look, I don't want to get too bogged down on it.

The letter says and the evidence is so far - I think you may be overlooking just this point - that Kevin Phelan was to send a fax to Aidan Phelan containing a proposal

A. I haven't a clue. I don't know whether that happened or not.

Q. Okay. By the end of the year, or at least by September of the year, by the fall of the year, some class of agreement had been put together?

A. Yes.

Q. Whereby, if Mr. O'Connor's evidence is correct, Kevin Phelan had identified some potential purchasers and he was going to dispose of the two properties to those purchasers and in return he was going to get a large chunk of the purchase price?

A. That's correct.

Q. And what was your awareness of those agreements in this sense? Were you told in advance by Denis O'Connor what the proposed terms were?

A. Denis O'Connor told me, in general terms, I wasn't involved in the documents but obviously as a 10% holder of Mansfield he told me what was involved, and the general - just to put it in context for you; at that stage we were worried about Mansfield. I still felt that because I had passed the

Cheadle deal on to Aidan I would like to see something coming of that for him and the understanding was - you have to put it against the background that existed that Kevin was probably making optimistic noises about these sites.

And I think Denis's attitude was 'if you want to get this sorted out the best thing to do is put it up to him, let him do what he says he can do, let him sell the sites'.

And we were happy to do that. In my case, with Mansfield, I was happy if I could get my money back. I'd be damn glad just to get a return on it and be done with it and - how would I put it to you - that was the state of mind I think that Denis was in at that particular stage. So that much I knew. The detail I left to him.

Q. And were you provided with copies of these agreements?

A. No, I don't ever believe I got a copy of those agreements.

I knew they were in place but I didn't get a copy of it. I didn't look for a copy of it.

Q. And at that time was Christopher Vaughan still your solicitor in relation to these properties?

A. At that stage I have had no contact whatsoever with Christopher Vaughan actually in the last years. I have been talking to Christopher Vaughan, I'd say, twice in my life. I effectively left the management of that, you know, to the principal partner of the partnership, which was Aidan Phelan.

Q. That year, which was 2001, Denis O'Connor went to England to view properties, the properties that had been discussed

in evidence?

A. Yes.

Q. Do you remember that?

A. That's correct.

Q. And I think he says that he did that at your suggestion?

A. Well, it was a bit of both. I think what - wasn't that after the Investec?

Q. Yes.

A. What happened there is, there was - Investec became involved. They made a report, I think it was the Central Bank or something to do with the loan, the Catclause loan.

My name was linked to Catclause on the basis myself and my daughter were directors. And we met. And arising from that meeting to say - I suppose it was confusing and the best way to sort it was I suggested to Denis, and he agreed that it would be a good idea, that he would go to the UK and see what was involved. At that stage I was anxious, if we could, to move on another property, and that was probably the main reason I sent him.

Q. The main reason you sent him was to move on the other property?

A. Well to have a look at it. Not to move, to look at it, to give me some view on it.

Q. I see. But was Kevin Phelan not involved in the other property as well?

A. He was.

Q. And when Denis O'Connor came back from that trip what did

he tell you?

A. We had a discussion. Not a detailed - there wasn't a lot to say other than he had been there. He was concerned about the Mansfield one being a bit remote. He said to me that he was concerned about the one in Wigan on the basis that it was a very complex deal in that there was seven or eight landowners involved. And I think he was generally saying to me "Look, you need to have a hands-on approach and you need to manage it properly."

Q. And did he mention to you that he had seen the Doncaster property when he was over there?

A. I don't think he specifically said `Doncaster` but what he did say to me that was he took him on a whirlwind tour.

They visited a lot of sites that day. I subsequently learned that he did see Doncaster and I think, if I recall when Denis said to me, I think the way he put it to me was he was showing this off as the jewel in his crown.

Q. Could I now ask you to go to document 38, please. I am sorry, we have just gone over that document, I don't need to refer you to that again. Document - yes, could you just clarify one matter for me before we leave it, Mr. Lowry:

What happened to Mansfield and Cheadle at the end of the day?

A. Well, in preparation for the Tribunal I said I'd try and find out myself. And I did ring Aidan Phelan to know what the position was in relation to Cheadle. And he told me that he had it sold. Now, I knew what was happening with

Mansfield because he had told me previously. Mansfield is still there. Our difficulty with Mansfield was that - you see the difficulty with Mansfield was that the planning permission that was originally on it lapsed and when we went back to get planning permission for it the planners had altered their view and said they no longer deemed it suitable for the purpose for which it originally had planning. So, we are still with it, we still have it.

Now, I still have a 10% in it. My understanding of the Cheadle one, even though it hasn't been confirmed to me, and I suppose I should put it on the record that Kevin Phelan, obviously, is keeping a close eye on the, both Cheadle and Mansfield, and it is his understanding that Cheadle has been sold, even though Aidan hasn't confirmed that to me, but my understanding is that it is sold.

Q. And is Kevin Phelan still entitled to 40% of the profit you make on Mansfield?

A. Well, you see, originally the way it was left when the deal fell through in that September, the way it was left was, and I have to say that I think Denis O'Connor did a good job on this for me as a 10% holder, in that effectively the two properties were tied together, in that if he sold one, and you made a profit, the second one had to be sold and you were paid an uplift on the, the aggregate profit. And probably, I don't know what way it's going to work out, so I'll put it to you this way: He still thinks that he has an entitlement, yes, to a payment

from the sale of those properties.

Q. He thinks he has an entitlement. But do you? Do you agree with what's contained in the letter of June 2001?

A. Yes, I have no difficulty in giving him an uplift in relation to my 10%.

Q. Could I ask you to go to number 58, please, document 58?

A. 58?

Q. Yes. This is a handwritten file note of Mr. Owen O'Connell, and he has provided a transcription, a typed transcription which is the last document in the Leaf. And you will find it easier if you go to that.

A. Yes.

Q. William Fry memo

To: File.

From: Owen O'Connell.

client: Denis O'Brien Senior.

Matter: Moriarty."

I could be wrong in saying the client is Denis O'Brien Senior, it might be Denis O'Brien.

Matter: Moriarty."

Then it says "Denis O'Brien Senior re K. Phelan payment."

I gather that means there is a telephone conversation between them. And then there is a number of bullet points.

"Concern about Denis O'Brien making payment to Kevin Phelan in circumstances of current tribunal where Kevin Phelan a potential witness (hostile to Denis O'Brien).

"Concern heightened by apparent collaboration with ML/ML

advisor"

- that means Michael Lowry, Michael Lowry advisor -

"In making larger payment.

"Recommendation is to ask Michael Lowry not to make any payment in anticipation of Denis O'Brien contribution and to exclude Denis O'Brien/Westferry from any deal/settlement he may reach, telling Kevin Phelan to make a written claim against Westferry.

"If this is rejected, before any payment is made, follow steps in Owen O'Connell previous note, of which the key ones are to establish Denis O'Brien ownership (i.e. beneficial) of Westferry and get written evidence of Westferry indebtedness to Kevin Phelan in excess of proposed payment.

"Above to Denis O'Brien Senior 11/6/02, 9.35am."

Now, I am not going to ask you anything about your knowledge of the making of that file or the conversation.

But you will see that it refers to a payment, or the impression that Mr. O'Connell had, that a payment was being made by you to Kevin Phelan at that time, and in his evidence he said he understood that what was being proposed was a global settlement involving Kevin Phelan and Westferry on the one hand - and Kevin Phelan and Michael Lowry and perhaps other people on the other hand. And I want to ask you what knowledge you had of that global settlement at that time?

A. Well, firstly, I never had any contact with anybody in

Fry's. I never had any contact with Mr. O'Brien Senior. I was aware that Denis O'Connor was - had been requested to make an effort to resolve a whole load of issues that were flying around. I think when we got to this stage there certainly was a lot of contention, disputes, aggravation, and Denis O'Connor, at that stage, was trying to resolve it. My aspect of it - the only aspect of it I had a concern about was I raised it with Denis O'Connor at one stage. He told me what he was trying to do. And I think the Tribunal are aware of the various disputes and disagreements that were going on. So I think that note must have been written in that context. But specifically in relation to myself, I didn't have any concern, other than to protect my own interests in relation to Mansfield, which was limited, and I wasn't unduly concerned about it. And the second one was in relation to Vineacre.

Q. Well, you say that you had no contact with William Fry's, but that Denis O'Connor was involved in sorting out a lot of disputes at that stage?

A. Yes.

Q. You said I think, and I am trying to quote you anyway "When we got to that stage" does that mean that you and Denis O'Connor were involved in trying to move on your side of this?

A. I had no involvement in it. When I say "We" I am talking about the Tribunal. I am talking about the investigation, effectively, into it.

Q. Well, we'll forget the investigation for the moment and just go back to at that particular time because I misunderstood you then. In June of 2002 or at any stage in 2002 were you aware of all these disputes?

A. Denis O'Connor would have said to me that he was trying to resolve a multitude of issues and he was doing so on behalf of Kevin Phelan. He had asked him to do it. And he said that it was extremely difficult but he was going to try and resolve it.

Q. Did he tell you that Denis O'Brien Senior had also asked him to do it?

A. At some stage or other he told me. I think it was after the event. In fact my understanding - are we talking about the retention as well?

Q. Well, I am just anxious to know what you knew?

A. I knew that Denis was involved in attempting to resolve the disputes. As far as I understand from my memory there was some claim against Christopher Vaughan or he was after being reported to somebody. I think Craig Tallents was reported to some institute, I think Bryan Phelan was reported, and all of them were extremely annoyed. I think Denis was concerned about his own position from his negotiations. And I threw into the pot that from my perspective I didn't want a situation emerging where I was going to have a future claim in relation to Vineacre so I asked him to put that in the pot.

Q. So you did want Denis in there protecting your interests?

A. Well, I didn't want him in there but he was in there and when he was doing this exercise, well then, you know, I certainly gave him permission to protect my 10% in relation to Mansfield and also, if he could, to copperfasten my position in relation to Vineacre.

Q. So, in relation to all of these disputes, certainly whatever role he had working for Mr. Denis O'Brien or working for Kevin Phelan or anybody else, Bryan Phelan or Craig Tallents, he was definitely working for you on the issues you have described?

A. When I say `working for me` he was aware I had issues. I think he was actively - I suppose you could make a distinction in that he was actively working for the others to get those resolved. He said it to me that he was doing that so at that stage I simply said to him "Look, if you can get confirmation for me that there is no claim coming down the line" - because as far as I was concerned in relation to Vineacre I had cleared out anything that was outstanding and I wanted to copperfasten that.

Q. When you say you had 'cleared out anything that was outstanding' maybe you'd just explain that to me. I'm not quite following, maybe it's my own fault.

A. Pardon?

Q. When you say you had 'cleared out anything outstanding in Vineacre', what does that mean?

A. What it means is that the Vineacre company - I would think that at that stage Aidan Phelan - or Kevin Phelan - was

probably agitating against everyone. He was concerned that the same thing would happen him in Vineacre in relation to his costs and fees as it happened him with Aidan Phelan.

He was at that stage mistrusting everybody. He was at that stage agitating for his fees owed in Vineacre and we agreed to give him his fees. I am not sure was it - I'll say

March/April that year we paid him whatever was outstanding.

And I didn't want him coming back to us saying that he had a further claim against that particular property.

Q. And is Vineacre gone now?

A. Is it gone?

Q. Yes?

A. No, no, Vineacre is still there.

Q. And is Kevin Phelan there still?

A. No.

Q. He is out of it?

A. He is out of it.

Q. Is he out of it since 2002?

A. He is out of it before that on the basis that - again, to explain to you about Vineacre without going into it because

Q. I appreciate that, I just want to

A. I don't want to start another module and be here for another six months. But the Vineacre property is a combination of eight different land titles. We took options on them and it was progressing well and it looked to be - have a lot of potential. And then when we got the

landholdings together as one package, we went to the planners and the planners have told us that we are premature. They accept that it's a nice package and has potential but it's in the future on the basis that it doesn't fit in with the Wigan unitary plan. So we stopped all expenditure on it. There was no point.

Q. I can understand that?

A. Because we were going to run into a roadblock so. We have to wait for that planning matter to be dealt with next year and then we'll start again.

Q. I can fully understand that?

A. That's why he was out of it. Because he was there on the basis of, you know, providing service.

Q. What I'm trying to get at; he has been paid?

A. Yes.

Q. He has no more claim on it good, bad or indifferent?

A. No.

Q. And you paid him. He was agitating for fees some time prior to this and you paid him off?

A. Yes, the company paid him, Vineacre.

Q. The company paid him. Is there some documentation? We have been promised the documentation?

A. Yes, you have written to me and I'll access it. In this case you have to understand that I have another partner who has never been involved in the Tribunal. I have to respect his confidentiality. I haven't as yet discussed it with him but it would be my intention to provide you with the

information that you require.

Q. All right. To get back to the note that Mr. O'Connell made. At this point what he was concerned about was that there was going to be a global payment made to Kevin Phelan?

A. Was he?

Q. That's what he was concerned about, I said?

A. I can't speak for Mr. O'Connell.

Q. And he was concerned that there was going to be a global payment involving you, presumably other people, and Westferry. Did you know anything about such a global payment?

A. Absolutely not.

Q. You know nothing about one payment

A. No.

Q. to Kevin Phelan to get rid of him, as it were?

A. No.

Q. And he had the impression that Denis O'Connor was involved, on your behalf presumably, in relation to that?

A. I don't know where that confusion has arisen from. It may be something to do with what I am after telling you in relation to Vineacre but Denis O'Connor has already given his evidence and he certainly was not involved in any payment.

Q. And Mr. O'Connell's recommendation to Denis O'Brien Senior was to ask Michael Lowry not to make any payment in anticipation of Denis O'Brien contribution and to exclude

Westferry from any deal he may reach. What he is saying there is he is recommending to Denis O'Brien Senior to "ask Michael Lowry don't make any payment in anticipation of a Denis O'Brien contribution," presumably to a global payment, "and leave Westferry out of any deal you are going to reach." Now, do you know anything about that?

A. Absolutely not. The first I heard of that was when I see this document on the file.

Q. Denis O'Brien Senior never said it to you?

A. No.

Q. And I suppose it's possible that if it went to Denis O'Brien Senior the man it would go to next would be Denis O'Connor. Denis O'Connor never said anything to you about it?

A. No.

Q. Right. Mr. O'Connell is under the impression that the advice he gave about that was heeded and that no global settlement was made. That's his impression in any case, although Mr. O'Connell wasn't aware of everything that was going on, and we'll come to some of the things that were going on in a moment.

If you just go on to document 61 for a moment. This is a letter which appears to have been written by Woodcock's to William Fry's making a claim for $\frac{1}{2}$ 150,000. It appears to have been written, just to put it in context, at a time when, if you like, the letters between the solicitors had been choreographed. And again, I don't mean that there was

anything improper, I'm sure you'll be aware that if you are settling a deal frequently one side won't want to state what their position is but they'll say `look, if you offer 150 I'll take 150` and so on. That's the way people do, even when they are buying and selling animals, not to mention houses or large pieces of property or companies or settling disputes like this. But it would appear that some settlement had been reached on the amount of 150,000 and Woodcock's sent in a letter to Fry's claiming that. Now, the one thing we may come back to later on is that he said - Woodcock's say

"Dear Sirs, we act on behalf of Kevin Phelan who acts for the Glebe Trust and we are instructed that there are outstanding fees and costs in relation to the above project"

- and ultimately they say they are looking for $i\frac{1}{2}$ 150,000. Now, as this settlement wore on the number of people that Kevin Phelan was acting for increased and it became Gameplan, Glebe Trust and M&P Associates. But at this stage, when, as far as we can judge from the evidence of Denis O'Connor and Owen O'Connell, the deal was done at $i\frac{1}{2}$ 150,000 and the claim was put in as a claim for Glebe Trust.

If you go onto the next document in Leaf 62, you will see that Mr. O'Connor was in the loop on this, do you see that?

A. Yes.

Q. Because the document that was sent to William Fry's appears

to have been sent to him as well. Now, at any stage in your discussions with Mr. O'Connor around this time, mid-June or June of 2002, did he tell you that a deal had been done with Kevin Phelan?

A. No. I was aware - I wasn't - nobody said to me that there was a deal happening. I think the first I became aware of it was when - didn't Denis go, or there was some evidence to say that Denis went to a meeting in Woodcock's?

Q. Yes.

A. And at that stage Denis said to me that he was involved in trying to resolve it and he listed all the people that were involved, which is the list that I have just given you there a couple of minutes ago, and that's when he told me he was involved, and that's when I made the request of him to get the Vineacre, I wanted confirmation that I was finished with him in Vineacre, I didn't want that claim coming in for a percentage of Vineacre at a later stage. I said to Denis, "If you are tidying everything up and you are doing that, will you do that for me?" And that's when I knew.

Q. You think that you knew when he was going to England?

A. I knew when he was going to England, yes.

Q. And up to then, had you any inkling of the thing at all?

Was that the first you heard of it?

A. I didn't know about that settlement, no.

Q. So what fixes that in your mind is his going to England to Woodcock's?

A. Yes.

Q. And up to then, you hadn't said to him "I want you to make sure that you pin down Vineacre for me" or anything like that?

A. No, it was by virtue of him telling me what his business going to England was that I asked him. That's my recollection of it.

Q. So, Mr. O'Connell's file note, which I think was earlier than that, maybe by a month or so, more than a month I think, in referring to your having any involvement in a global settlement, was completely at variance with your understanding of anything you knew about this at the time?

A. Yeah.

Q. Now, I presume you are not suggesting that Mr. O'Connell got it wrong but whoever told him all of that was telling him things that you had nothing to do with?

A. Yeah, I think where the confusion comes is that maybe, I don't know, I am only suggesting or surmising, it must have been related - at some stage or other Owen O'Connell must have become aware of the earlier efforts to solve, you know, the June one, the - Denis might have said to him "I tried this before and it's still not gone away", you know. So I can only assume that that's what happened in that context. Now, he probably informed him about all the different transactions, I don't know. I wasn't involved in it so I wasn't privy to the conversations that they did have.

Q. You think, therefore, that Denis told Owen O'Connell about his earlier settlement efforts; you are speculating that?

A. I am speculating. I don't know.

Q. I think Mr. O'Connell only became involved in this quite late in the day. Are you aware of his evidence that

A. As I said, I had no involvement whatsoever in relation to the settlement between Kevin Phelan and O'Brien's crew, I didn't know anything about that.

Q. When Denis O'Connor told you about this the time he went to Bury, which was the 25th July, which was nearly six weeks after - five weeks after - the file note made by Mr. O'Connell, did he mention to you anything about Kevin Phelan causing trouble?

A. Well, I don't know did he at that particular time but he certainly he certainly let me know that he had a difficult task trying to get an agreement with all of the people that were involved. And I would say at that stage he probably had a view that Kevin wasn't making it easy for him.

Q. But, you see, as I mentioned to you a moment ago, by early June of 2002 Kevin Phelan had got, effectively, agreement on what he wanted, i.e. 150,000 from Mr. Denis O'Brien Senior?

A. Mm-hmm.

Q. Up to that time you hadn't heard from Denis O'Connor. Denis O'Connor hasn't mentioned anything to you about this?

A. To me?

Q. Yes.

A. No.

Q. It was causing no problems?

A. I don't know whether he was or not.

Q. But I mean he said nothing to you about it?

A. I don't think he had discussed it with me at that stage.

Q. And he didn't think it was anything worth drawing to your attention up to that stage, is what you are saying?

A. I don't know what - I can't be precise about it, when he told me, but that was the gist of the conversation.

Q. Well, in any case, going up to the time that you have described where Denis O'Connor went to Bury, what appears to have happened was that the dispute reached the point where the parties were agreed on $\frac{1}{2}$ 150,000. The settlement appears to have been on the point of being concluded when an issue arose concerning a narrative statement to be produced by Kevin Phelan explaining his involvement in the Doncaster transaction broken down into his involvement into the negotiations leading to the conclusion of the deal, and subsequently in his involvement in what I'll call "The project." And he wrote back saying, from his solicitors, he wrote back saying "I don't want to have to do this unless you are going to pay me. It's going to involve going through a lot of documents. And secondly, Aidan Phelan took over this project after a certain time and he should know more about it or he should know as much as about it as I do." And he sent a number of documents, as it were, justifying the line he was taking, that he didn't

want to get involved in this next stage.

And one of the documents that he sent was a letter from M&P Associates to Aidan Phelan of the 21st November 1998, and the second one was a fax to Aidan Phelan of the 11th August 1999. Now, these are contained in a number of places but the easiest place to find it is at Leaf 70 in Book 83. Are you on Book 82, Mr. Lowry?

A. No, Book 1.

Q. You can close that and you will find it's one of the first documents in the other book.

A. What number?

Q. Is the first Leaf in that book 70?

A. The William Fry document?

Q. Yes. Yes, that's right. Now, if you go to the last two pages of that Leaf, do you see a document headed "Gameplan International, fax to Aidan Phelan from Kevin Phelan"? Do you see that document?

A. To Aidan Phelan from Kevin Phelan, yeah.

Q. Dated 11th August?

A. Yes, I have it.

Q. It's headed "Doncaster project" do you see that?

A. Yes.

Q. Have you got that?

A. Yes.

Q. I'll just go through it quickly just so you can familiarise

I am sure you are familiar with it but just to give you a chance to familiarise yourself a little more with it.

"Doncaster project."

"Following our meeting on Monday 9th August, this is a note to confirm our discussions and also detail the correspondence which has taken place today between McAlpine (Stephen Barker, Andy White) and Westferry (Kevin Phelan)

"1. Joint venture.

"Aidan Phelan will now deal directly with Andy White in all matters involving Asda, B&Q and the Council relating to the development at Belle Vue and the additional land which will be made available by Doncaster Council.

"Kevin Phelan will continue to correspond directly with the board of the football club and in particular determine all grant aid available for the project. Kevin Phelan will also endeavour to establish the stadium specification and the cost of the construction of the stadium.

"2. McAlpine/Westferry list of correspondence."

McAlpine to Westferry (Kevin Phelan)."

Then there is a list of correspondence that it looks like Kevin Phelan is to deal with.

The next one is "Westferry (Kevin Phelan) to McAlpine", is a list of correspondence again.

Then C, D, E is a number of faxes regarding plans, appraisal preparations, minutes of meeting and again plans from David Lyons and Associates.

The next heading is heading 3 and it's headed

"Retention Fund.

Christopher Vaughan and Craig Tallents will meet with Reg

Ashworth on Thursday 12th August to discuss the accounts which had been produced.

"4. Outstanding expenses.

"Aidan Phelan will make payment this week of two invoices received. All invoices received by Aidan Phelan will be for his records only.

"5. Altrincham.

"Kevin Phelan to prepare a report on this project for Aidan Phelan.

"6. Luton:

Kevin Phelan to prepare a final report on this project.

"7. ML:

"Kevin Phelan to refer all queries regarding Doncaster to Aidan Phelan.

"It is agreed to continue holding regular meetings on the Doncaster project. It has been taken on board our shared concern regarding McAlpine and in particular the other site which McAlpine have in Doncaster and also conflicts regarding construction, costings and appointment of their own professional contacts.

"Regards,

Kevin."

Now, when that document was sent to William Fry's, together with a letter in which Woodcock's, on behalf of Kevin Phelan, were arguing that they couldn't provide what Fry's were looking for or that they couldn't provide it in one case without being paid for it, and that in the other case

they couldn't provide it anyway because it was Aidan Phelan who would know more about the things that Fry's were trying to find out about. Fry's looked at the documents, and judging from the evidence we have heard and the documents that have been put in evidence, they became concerned at the reference at Number 7. Do you see that, ML?

A. Mmm.

Q. And they thought that gave rise to a certain in that if it meant Michael Lowry and if the document meant what, on its face it said, "Kevin Phelan to refer all queries regarding Doncaster to Aidan Phelan" then it could have a relevance to the inquiries being conducted by the Tribunal and so forth, because it would suggest a connection between Michael Lowry and Doncaster and Denis O'Brien and an involvement on your part in the Doncaster project.

Now, this happened - I'll get the exact date - in or around the beginning of July of 2002. Can you tell me whether you knew anything about it?

A. About?

Q. About the reference?

A. The only - I don't know, I can't place it in the precise time but in relation to Doncaster, in or around that time at some stage. Or maybe it was previous to that. The first connection I had, the first time I was asked about my involvement in Doncaster, I think, was when my solicitor and Denis O'Connor approached me and said - but that must have been earlier - a rumour that I was involved. I think

somebody had suggested to them that I was. And after that I - you know, then there was The Irish Times letter. And I gave, at that stage, an absolute assurance to my solicitor and to Denis O'Connor that whatever anybody would try to tie me into Doncaster, if that was happening, that it simply wasn't possible because I had no involvement. So, in relation to this "ML" reference, the only recollection I have of that, and I didn't discuss it with him because I didn't want to be putting him in a position, but the only recollection I have of this "ML" reference, I was asked - now at what stage it was, whether it was before that week or after it, I'm not sure, but I do know Denis O'Connor asked me - what he actually said to me was, there was some reference to ML and he asked me did I know a person called Michael Lloyd? Now, that was - he didn't actually tell me why he was asking me or what have you. But I was asked that question and I responded that I have heard of Michael Lloyd, I had heard, what's his name, Kevin Phelan speak about Michael Lloyd on a number of occasions, and I remember at one stage, for whatever reason, he had a photograph of this man's house, which was a very expansive and

Q. Impressive?

A. Impressive house. And it was in that - that's why that name stuck in my mind. So my understanding - I told Denis what I knew. It seems he was after being told there was a Michael Lloyd someplace and he asked me did I know Michael

Lloyd? So I said I had heard of a Michael Lloyd. He was a businessman, he was a business associate. I know he did a lot of business, himself and Phelan were working together, they moved properties together. So they had, yes, a definite connection. But personally, I have never met the man. I don't know anything about him other than what I'd have heard in chat and conversation with Kevin Phelan.

Q. Just to put this in perspective again in terms of time.

Can you give me assistance as to when Denis O'Connor asked you that?

A. It was in or around that time. Whether it was before or after I am not quite sure.

Q. In or around that time or before or after. Just help me so we are on the same wavelength; before or after

A. In or around the time Denis was going to England or in England.

Q. So in or around the first time that he mentioned the details of this matter to you?

A. I don't think it was the same time but he just asked me a direct question and I actually asked him afterwards when all this thing blew up, I said 'What was the significance - number 1 - about the Michael Lloyd?' And he told me that Kevin Phelan had said to him that a reference "ML" could possibly have been Michael Lloyd and I suppose Denis then automatically checked with me did I know a Michael Lloyd and it was in that context that the question was asked.

Q. But did Denis tell you that the reference arose in the

context of the settlement of Kevin Phelan's dispute with Westferry?

A. No, he didn't. In fact, because - and I did, I have since asked him and he said "As far as I am concerned, the Michael Lloyd - or the ML - reference couldn't be to me. He had already asked me himself and Michael Kelly previous, when they were approached by somebody saying that there was a letter doing the rounds saying that "ML" was me. And I have to say in this context, in this context the reference to "ML" could not possibly be in relation to Doncaster because I had no involvement in Doncaster. And we have given a number of days and weeks going through it here and I really don't have any involvement in it. Now, I can't speculate as to why it's there or whether or not it refers to me or whether it refers to me in the context of another property, I just - I don't know.

Q. Did you know at the time that it had given rise to concern in William Fry's, whatever -

A. No, nobody contacted me and asked me about it, what have you. I think it was assumed by everybody

Q. Well, let's be clear about it. Denis O'Connor did ask you about it or did bring it up with you?

A. Denis O'Connor brought it up, but

Q. In a very limited way?

A. Yes.

Q. But he didn't tell you that it had arisen in the course of trying to settle Kevin Phelan's dispute?

A. No, no.

Q. And he didn't tell you that he was - that it had arisen in William Fry Solicitors?

A. No.

Q. Or that any solicitors were involved in the matter?

A. No. Denis didn't discuss that with me.

Q. And he didn't tell that you it had caused a certain amount of concern for anybody?

A. You see, like, this is - that caused concern here in the sense that - in a Tribunal setting - but at the time Denis was satisfied, and I think I had satisfied anybody who was in contact with me that it couldn't possibly be me. Now, not in the context of this particular one but in previous discussions.

Q. Can I just clarify that; in previous discussions about what?

A. I am talking about the - if you recall, this issue of my involvement in Doncaster Rovers arose - the first time it arose for me was out in the yard after leaving here for a session, and - let me be specific - a journalist approached my solicitor, called him aside and said to him "There is a letter in circulation which ties in Michael Lowry with Doncaster Rovers." My solicitor then called me later that evening in the company of Denis O'Connor and he asked me had I an involvement in Doncaster Rovers? And I gave him a categorical assurance that I hadn't. And I think the way that I assured him about that stuck with them and they

never asked me afterwards, because they obviously believed me.

Q. All right. Can you say when that was?

A. That was before the article in The Irish Times broke.

Q. All right?

A. The journalist involved was obviously teeing it up. He was told the letter was on the way to him or else he had it in his possession and he was making his own inquiries and the letter - this is the famous letter of the 25th, the one that was published subsequently. So at that stage, I had cleared up with Denis O'Connor and with my solicitor the possibility of any involvement with Doncaster Rovers and I gave him those assurances and I think it's for that reason that nobody - do you know what I mean, I had established that I hadn't.

Q. - And was that matter raised with your solicitor by you and Denis O'Connor shortly before the article was published in The Irish Times?

A. Yes, yes.

Q. So you mean sometime in late 2002?

A. I would say - I don't know when - when was The Irish Times article?

Q. 2003, January.

A. I don't know when it was, to be quite honest with you.

Q. Well, whenever it was

A. Yes.

Q. this arose late 2002, December, no? November, no?

October, no?

A. I don't know, Mr. Healy, I am sure it's easy to check it.

I haven't the dates with me.

Q. But it was close to the article, you are saying?

A. It would have been, I'd say a good, I think there was a distance between when the question was asked and the article published.

Q. All right. Well I am just concerned about what you said a moment ago. You said - I just want to clarify this - the reason I gave you the choice there of December, November, October, was because I think you said to me that it was close to the article, right?

A. It was which?

Q. Close to the article?

A. I don't know.

Q. All right.

A. There was a sitting of the Tribunal, whenever that was, and I don't think there was too many sittings, for me anyway.

Q. I am just trying to check - you say it occurred up here; is that right?

A. I think it was outside in the yard. But my understanding is that - my understanding is that a journalist

Q. asked your solicitor?

A. Asked my solicitor.

Q. Right, okay. Now, do you know was it at a time when you were giving evidence?

A. I don't know, Mr. Healy, to be quite honest with you.

Q. Well, you were giving evidence here in July of 2002.

A. Yes.

Q. So, is it likely to have been around that time?

A. I don't know, we'll check it for you. I have to check with my own people.

Q. In July of 2002, the Tribunal was examining what I'll call the long form/short form documents, do you remember those?

A. The long form?

Q. The long form/short form documents, Cheadle, yes.

A. Yes.

Q. And one of the issues that was being examined was why there were two versions or why there appeared to be two versions of similar letters emanating from Christopher Vaughan, and in one set, I think the short form, your name was removed, whereas it had been in the long form, do you remember that?

So there was an issue, then, of your name being in documents suggesting you had an involvement with Cheadle, which you didn't have, on your own evidence, after, I think, early 2000, was it?

A. Yeah.

Q. Now, in relation to this document, are you saying that you were asked no question about an "ML" reference by Denis O'Connor because he already knew what your position was in relation to Doncaster or are you saying you were asked a question about an "ML" reference by Denis O'Connor and it was around the same time that the journalist asked you?

A. That's what I'm saying. I am saying the first I heard of

the "ML" reference was this particular incident with the journalist.

Q. I see.

A. But Denis O'Connor mentioned the ML reference and in the context of asking me that he asked me also did I know a Michael Lloyd? And I said that I did and I told him what I knew. But when this blew up I subsequently - Denis O'Connor said to me "Do you remember me asking you about the ML reference?" And I said, "Yes" and he told me because we were, you know, this Tribunal was coming up on it, and he told me what the significance of it was.

Q. Right. And when was that?

A. That was after it, after the event. Could I put it, Mr. Healy, to make it clear again for you. The first that I heard of anybody making an allegation against me -

Q. Of any involvement at all?

A. Yes, was this, when my solicitor was called aside and told that there was a letter floating about that would link me to Doncaster Rovers. I was then asked by the solicitor and Denis O'Connor was there any substance or truth to that, and I gave my response. The next reference I ever heard to "ML" was around this time that Denis O'Connor was after visiting Woodcock's. He asked me, he said "ML" and then in the same breath, he said to me "Do you know" or "Have you ever heard of a guy called Michael Lloyd" and I told him what I'm after telling you about Michael Lloyd. I didn't understand, actually, then. It was only subsequently when

the Tribunal started hearings and what have you and Denis said to me "Do you remember me asking you about ML?" And I said "I do"

Q. And when was that that he asked you about ML?

A. That was after, I think - that would have been the recent - you know, not too long ago.

Q. Well give me an idea, roughly?

A. A year, whatever.

Q. I see. And he was pinpointing for you the previous question he had asked you; is that right?

A. Yes.

Q. Okay. When you say 'about a year ago' do you mean, you know, around February or March of 2006 or

A. Whenever when did this module?

Q. 2004, before the litigation.

A. I would think that it was sometime whenever this came into the public domain again.

Q. When the whole question of the letter of the 25th September was raised for the first time, is that the time that Denis reminded you about the ML?

A. No, no.

Q. I see. When the Tribunal was going to sit, do you remember that?

A. Pardon?

Q. That was when the Tribunal of going to sit in September of 2004?

A. Yes.

Q. Was it around that time?

A. I would think it was - it was when the Tribunal, when we started to prepare at some stage for the Tribunal hearings, whenever - when were they originally scheduled for in this?

Q. 2004?

A. I'd say around 2004/2005.

Q. Okay. Now, at that time - do you see the document that's on the overhead projector now that we have read?

A. Yes.

Q. When Denis mentioned it to you, whenever it was, 2004, 2005, you had the 25th September letter by then, obviously 25th September, 1998 letter?

A. The Irish Times letter?

Q. Yes, you had that?

A. I presume we had it.

Q. Did you have this document?

A. No, I hadn't actually seen that document until this week.

Q. If you could just go back to 2002 when Denis mentioned this simply by asking you about ML, Mike Lloyd. He never told you that any query had arisen in William Fry's or that the matter was causing concern in William Fry's. You knew nothing about that?

A. No. I don't know - I don't know how he knew it or whether he knew it. He has given his own evidence but I didn't know. I didn't know

Q. I don't know if he knew it was causing concern but he knew it was causing a problem in the settlement.

A. Yeah.

Q. Now, you now know, I presume, from the evidence that it had almost derailed the settlement because Mr. Phelan wouldn't answer the question, do you remember that? And he in fact indicated he instructed his solicitors to terminate the settlement. So it did cause a lot of problems. In fact, all the settlements were being terminated?

A. Pardon?

Q. All the settlements were being terminated at that point. Now, Kevin Phelan didn't ring you about it either, I take it?

A. No.

Q. And William Fry's themselves didn't ring you about it?

A. No.

Q. And Mr. Denis O'Brien Senior didn't ring you about it?

A. No.

Q. Did anyone tell you that at that time the problem had been resolved by Kevin Phelan producing an explanation that it was Michael Lowry and not Mike Lloyd, but that it related to Mansfield?

A. No. I only subsequently became aware of that when I read the documentation from the Tribunal. As I understand it, this matter was the subject of discussion between Fry's and Woodcock.

Q. All right. So now the first time that you have seen this document is in preparation for this evidence?

A. Last Saturday.

Q. Well, you'd have got it before last Saturday, that might be the first time you had studied it?

A. The first time I looked at it was last Saturday.

Q. And on the face of it, it seems to suggest an involvement between you and Kevin Phelan and Aidan Phelan and Doncaster, is that a fair way to put it?

A. At this stage, Mr. Healy, I have stopped worrying about what it's suggesting. All I want to deal with personally at least. I know the Tribunal has a different job but from my perspective, all I can say is, quite clearly and unequivocally, is that I didn't have anything to do with Doncaster Rovers. And if anybody claimed in any way that I had, it was erroneous.

Q. All right. Okay. I fully understand that point. And that is the point that I am making. According to your evidence, you had nothing to do with it whatsoever. But looking at it from the point of view of what the Tribunal has to do, and I am looking for your assistance on this, here you have, in 1999, August, a reference to Michael Lowry in a document between Kevin Phelan and Aidan Phelan, basically the two fellas running the project, and a year earlier we had a reference by the solicitor to you having an involvement in the project?

A. This is Christopher Vaughan?

Q. Yes.

A. Yes. And what about all the subsequent

Q. But, no, just let's take the documents as they are now at

the moment?

A. No

Q. I just want you to what the Tribunal has to look at is what happened in the transaction? We know that in the transaction there is no mention of you on the official documents. There is no mention of Mr. Denis O'Brien either. But there is no mention of you in the official documents. And yet, there are these two documents connected with the transaction which refer to you. And on the face of it there appears to be a degree of consistency between them with a year between them?

A. Christopher Vaughan's letter and the ML reference?

Q. Yes.

A. I am glad we are down to two because I read there a couple of weeks ago there was six links.

Q. I am just asking you about these two now, I have already mentioned another one, but just these two generated in the project, right? Not generated outside it, not Kevin Phelan writing about fees or anything like that. But this is generated in the project. In view of the fact that there appears to be a consistency between those two, have you any comment to make on it?

A. Have I any comment to make on it?

Q. Yes?

A. On what?

Q. The fact that there is a consistency between reference to you and Doncaster by the people involved in it, on the one

hand the solicitor, on the other hand Kevin Phelan?

A. But how can you put that to me when the same solicitor - I don't want to delay the Tribunal because I have a time constraint - but how can you put that to me when the same solicitor has on four or five other occasions said that he made a mistake. He corrected his mistake and he said that he was in error in the letter of the 25th that he wrote.

So, while you say it's in the 25th, you are forgetting to take into account in your balancing, and I am sure you are anxious to be balanced and to be fair

Q. Yes.

A. that he has corrected himself. He doesn't even need me to correct it. And my overall answer to it is, at this stage, Mr. Healy, I am not concerned any more of what's in documents. I am concerned about the fact. And the fact is I had no involvement in Doncaster Rovers.

Q. Okay. I am going to come back to that later on, that question of Christopher Vaughan, but could I just pass on for a minute to document 83. This is a letter from Woodcock's & Sons to Messrs. William Fry of the 30th July, 2002, do you see that?

A. Yes.

Q. Now, if you want to pull it out of your folder, it might be easier, but the part which I want to ask you about at the moment is the middle paragraph, but because I'll be coming to ask you about the whole letter later, I'll read the whole thing.

"We refer to correspondence between us last week and also to your fax received yesterday.

"It is our view that our client has done everything that is possible to agree satisfactory terms. You will be aware that our client is in negotiations with your firm on behalf of Westferry Limited, LK Shields, Solicitors on behalf of Bryan Phelan together with Brian Phelan & Company and also Denis O'Connor on behalf of his client Michael Lowry.

There are also issues concerning Aidan Phelan and Craig Tallents (an English registered accountant) The writer is liaising with Denis O'Connor in relation to these two individuals.

"Last Thursday the writer, together with Kevin Phelan, met with Denis O'Connor. Previously draft correspondence had been proposed by our client, in relation to all parties, and also a draft agreement in relation to Michael Lowry had been supplied. The terms of the draft letters and draft agreement were not satisfactory to Michael Lowry and Denis O'Connor. The key amendments to the agreements were amendments that Michael Lowry/Denis O'Connor required to protect themselves in relation to future claims.

"As a result of this, the same day correspondence was sent to Denis O'Connor for approval. As of Thursday afternoon, therefore, it is our client's view that he had done all that was reasonably possible to agree terms of settlement in relation to all the parties that our client is in dispute with."

Now that meeting of the previous Thursday appears to refer to a meeting of the 25th July in Bury. Denis O'Connor has given evidence that he went there. What do you know about what happened there?

A. At that meeting?

Q. Yes?

A. Absolutely - other than what I have heard since - as I said to you, I knew that Denis O'Connor - this is the same meeting, isn't it

Q. Yes.

A. that I have already referred to

Q. Yes.

A. that he was going to a meeting. He was hoping to sort out a number of issues and I gave him an issue as well in relation to getting confirmation that Kevin Phelan was out of Vineacre. That's the same meeting.

Q. And what do you know about draft letters, draft correspondence?

A. I never had any draft correspondence from anybody and, as I understand it, Denis O'Connor neither. So I don't understand what's being referred to in that letter.

Q. Well, you know that Denis O'Connor got a file, or built up a file of correspondence from the previous June but he gave it all back to Kevin Phelan?

A. Yes.

Q. You don't know what was contained in that, do you?

A. Do I know what it contains?

Q. What was contained in it?

A. I have no idea.

CHAIRMAN: Mr. Lowry, I am conscious of your anxiety that we conclude today, which I share. I'm equally conscious, I don't want to have too long a continuous time. I think it might make some sense if we took perhaps 10 to 15 minutes just to give you a bit of a break.

A. I am happy to continue if you wish.

CHAIRMAN: Well, I think if we are going to go for perhaps another hour or a little more it might be desirable - it might be better for yourself. We'll take 15 minutes and then seek to conclude it at five past.

THE TRIBUNAL THEN ADJOURNED AND RESUMED AS FOLLOWS:

MR. HEALY: Mr. Lowry, did I understand you to say earlier that you were aware that Denis O'Connor was involved in a number of different disputes?

A. No. What I said was that Kevin Phelan was involved in a number of different disputes.

Q. Right. Did you know of Denis O'Connor's involvement or role in any of those disputes?

A. I wasn't aware of any detail, just in general terms.

Q. In general terms then, did you know that he was involved in a dispute involving Bryan Phelan and Aidan Phelan and a complaint to the Institute of Chartered Accountants?

A. He mentioned it to me at some stage but I had absolutely no knowledge.

Q. You, therefore, know nothing about the letters that have

been mentioned in the course of the Tribunal's hearings?

A. No, I didn't, I didn't even read them in my preparation, they had nothing to do with me.

Q. Well one of them potentially does. Do you want me to read it out to you or

A. No.

Q. It's a letter. You'll see it at Leaf 48 of Book 1 of the two books you have there?

A. Yes.

Q. I am not going to go through the whole letter and I don't want to detain you on it, but if you go to the first sentence, the first few words simply refer to the registration of a complaint. Second paragraph it says "We have been instructed in the past on two projects by the above firm. We have also had instructions from the firm through Mr. Aidan Phelan, who confirmed he was acting as agent for Mr. Denis O'Brien, and another in respect of four other projects" - do you see that - Mansfield, Handforth, Altrincham, Doncaster Rovers? Now, the reference to all of those, but specifically the first one, the reference to the Mansfield site, potentially contains a reference to you seeing as you were one of the people involved in that, do you see that?

A. Yes.

Q. And it must follow that there is a potential reference to you in relation to the other sites as well. But as I understand your evidence, you know nothing about this?

A. I just knew that there was, from Denis O'Connor, that there was a bitter disagreement between Kevin Phelan and Bryan Phelan, and that it was one of a number of disagreements that he had with various people.

Q. Now, in October of 2002, there was correspondence that I have already mentioned to you, between Christopher Vaughan and Mr. Vanderpump of Westferry, and there were also dealings between Christopher Vaughan and Denis O'Connor in the course of which Denis O'Connor went to Northampton to meet Denis O'Connor (sic). Now, if you just go to, I think it's - well, maybe I'll come back to it in a minute, if you just go to Leaf if you go to number 125, please, Mr. Lowry.

A. 125?

Q. Yes.

A. Yes.

Q. You see that this is a letter from Westferry, 66/67 Athol Street, Douglas, Isle of Man, to Christopher Vaughan.

"Dear Mr. Vaughan,

Re Westferry Limited/Doncaster Rovers Football Club Limited.

"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 Limited 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 that you that the sole shareholder in Westferry Limited is Walbrook Trustees (IOM) Limited in its capacity as the Trustees of the Wellington Trust. 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 will confirm in writing that this is also your full and complete understanding of the matter."

Then Christopher Vaughan wrote in response to that a letter of the 23rd October, 2002 that I have already read out to you, in which he indicated that he felt sure that Kevin Phelan had made representations to him to the effect that you were involved in the Glebe Trust.

Now, Christopher Vaughan wrote another letter at the time, which was made available to the Tribunal as a result of documentation coming into the public domain in the litigation, and that included another letter which apparently was not sent by Mr. Christopher Vaughan to Mr. Vanderpump of the 21st October 2002. Do you see that?

A. Yeah.

Q. It's Leaf 127. In some respects it's a similar letter. It starts off

"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. 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.

"I do, however, enclose a copy of a letter from me to Michael Lowry dated 25 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 the 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 these matters were resolved by Michael Lowry.

"I not think that I misunderstood his comment 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.

"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 reinstructed to try and sort out various matters as Betesh Fox and Kevin Phelan had fallen out.

"I hope that this explains my position."

Now, you will see that what Mr. Lowry (sic) - Mr. Vaughan - says there in the fifth paragraph, the last paragraph on page 1

"I do not think that I misunderstood his comments to me that I 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 appears to be a successful venture."

Now, I don't know if you remember the evidence given by Mr. Denis O'Connor, in which he informed the Tribunal of a discussion he had with Christopher Vaughan, in which Christopher Vaughan said something similar, are you aware of that evidence?

A. That Christopher Vaughan said something similar?

Q. To this?

A. To who?

Q. To Denis O'Connor?

A. In writing or in

Q. No, no, that he said it to him in the course of a conversation?

A. Maybe he did, I don't know.

Q. Maybe I'll just refer you to it. You see, what I am trying to tease out with you here is Mr. Vaughan seems to be saying here that he didn't make a mistake. He is trying to find an explanation for why he feels you would have said to him what gave him the impression that you were involved in Doncaster?

A. Sure, I covered that already today. I am saying if he had that impression it was a mistaken, erroneous impression. I never said to Christopher Vaughan - how could I say to Christopher Vaughan that I was involved in Doncaster Rovers when I wasn't? Now, if you look at the letter that you are just after putting up to me there. It's full of contradictions. On one paragraph he is saying I had nothing to do with it. He is saying in another paragraph that in all his dealings

Q. It's not a contradiction, Mr. Lowry. It's not a contradiction.

A. Sorry, what is it?

Q. He is saying you had nothing to do with it. That's what he is saying in October 2002?

A. Okay, it's nice to have that on the record.

Q. But he is saying that he didn't misunderstand what you said to him in 1998 and he said he didn't make a mistake about what was said to him. He formed an impression that you were involved

A. Well

Q. Just let me finish.

A. I have answered it already today. Whatever impression he formed in the car on the way to the airport was a mistaken impression.

Q. Let me just continue with what I am trying to tease out. He formed an impression - he formed that impression based on his appreciation of what happened between you, Kevin Phelan and him in Northampton. He is trying to explain here how he could have formed that impression and he is effectively saying that it's down to you, it was your fault, he is saying, for associating yourself with a big project. Now, you don't agree with that?

A. I have covered that twice already today. I went through the contents, or an overview, of the meeting. The only place he could have formed that view was at the meeting in the hotel on that particular night when all the projects were being discussed. Other than that, in the car journey or before or since, it would be not possible for him to even contemplate an impression like that. So if there was something said that led him to that view, well obviously it is erroneous. That's all I can say on it. I can't say it often enough. That's the way it is.

Q. Okay. He says he said to Denis O'Connor - if you look at day 345 - I'll put it on the overhead projector, it might be the easiest of all - I don't know what page you have got there, have you got - starting with 91 or 92?

A. 90. Which one do you want me to go to?

Q. If you go to 92, I think. You see question 444, do you see that?

A. Yes.

Q. Question: Is it likely from what you are telling me, Mr. O'Connor, that you never asked him, as you put it, straight up, "Why did you write the letter of the 25th September."

Answer: Sorry, look

Question: Just answer that, first.

Answer: I am trying to sorry, I am trying to recollect something. You know, when I think about it, I remember having a discussion with him about the letter, now that you mention it, I do remember having a discussion with him, because I remember him saying that impression that based him to write the letter, right, could have been based on the conversations that he had, I think, with Kevin Phelan and Michael Lowry whenever they met in September '98, and I remember a kind of a throwaway remark that was mentioned, I might have put it to him or he might have said it to me, "typical politicians".

I do remember, now that you are pressing the button on me, I remember some type of discussion like that, politicians pretending to do everything so that at least they are the big people at the end when the right result comes out. That type of a conversation.

Question: So this was

Answer: You see, I have met Mr. Vaughan a few times

Question: Could we deal with that for the moment?

Answer: I am trying to put it in context. You can keep asking me all day. I am trying my best to put a recollection on something. You see, to me, the most important thing was, was he involved? Now, I am sure we discussed what you are talking about, but I wouldn't have had the same emphasis on that, but I do remember talking about, if you like, loose talk. And I'm not saying that's the reason he did it, but by "loose talk" I mean, it could have been bravado talk, it could have been any talk, that type of stuff.

Question: When he referred to bravado talk or loose talk

Answer: That's my interpretation.

Question: From politicians, he meant Michael Lowry, obviously?

Answer: Yeah.

Question: So anything he is suggesting to you that what he

said was based on Mr. Lowry bragging to him

about being associated with this big deal?

Answer: Sorry, to cut to the chase, I think, of what you

are now asking me, Christopher Vaughan said that

that was the impression he picked up that got

him to write that letter. In other words, he

wasn't hiding behind that he picked up that

impression from meeting Michael Lowry and Kevin

Phelan. I think that's what you are trying to

get at.

Question: Yes.

Answer: No, he didn't stand back from that.

Question: And if he said that, he must have said that

based on conversations he had at the time when

the project was going well, which was in 1998?

Answer: Yeah, it was bought earlier that year, or

something, yeah. Actually I am not actually

familiar with the history of the Doncaster

project."

Now, do you see that what Denis O'Connor is giving evidence

of there is a conversation he had with Christopher Vaughan

in which he said to him, straight up, I think using his

language "How did you come to write that letter?" And he

is putting it down to bravado or boasting or politicians

trying to associate themselves with big projects?

A. All I can say to you is probably from tomorrow on I'll do a

bit of that when I start an election campaign but I wasn't

in that mood when I was talking to Christopher Vaughan all those years ago. I don't know if Christopher Vaughan got the impression that I was involved from anything that I said or anything that Kevin Phelan said. Obviously it was a mistaken impression. You know, all this module of the Tribunal has effectively come from the impression that he created in that letter where he said I had an involvement. I have done my best to explain it. I have said what I have to say. I am telling you once again that if he had that impression, he had the wrong impression. I had no involvement in Doncaster.

Q. Can I ask you just one other thing on that meeting. I think you said a lot of things were discussed, there were a lot of projects discussed by Kevin Phelan. Was that your impression?

A. That was my impression, yeah.

Q. But the only one that Christopher Vaughan seems to have written to you about was the Doncaster one; is that right?

A. Pardon?

Q. The only one that Christopher Vaughan wrote a letter to you about - not a letter you received - but as far as we know he didn't write letters or you didn't get letters about any of the other projects?

A. I wonder was he writing to me at all? I said that to you yesterday.

Q. Leave that aside; am I right that he didn't draft a letter, as far as we know, about any other project?

A. It's very difficult to know what he did in relation to the letters.

Q. But he didn't confuse your involvement in any other project?

A. My only involvement in any project at that stage was Mansfield.

Q. Now, that time that Mr. O'Connor went to England in October of 2002 was to talk to Mr. Christopher Vaughan. I think you are aware of that?

A. Yes.

Q. And you have made some further information available to the Tribunal concerning it in your letter of the 26th March '07, and I'll just go to the relevant part of the letter, it's the second page. You see where it says "In relation to Denis O'Connor's meeting with Christopher Vaughan"?

A. Yes.

Q. "In relation to Denis O'Connor's meeting with Christopher Vaughan on the 18th day of October 2002 and on reviewing his earlier recall, Mr. Lowry wishes to state that he was made aware by Denis O'Connor of Denis O'Connor's proposed meeting with Christopher Vaughan. Mr. Lowry accepts that he encouraged Denis O'Connor to have such a meeting but it was not at Mr. Lowry's specific direction that Mr. O'Connell either arranged or attended the said meeting."?

A. Correct.

Q. And this, I think, is, if you like, intended to supplement

an earlier piece of information you had given the Tribunal in a letter of the 8th October 2002?

A. Correct.

Q. 2004, I beg your pardon? I'll put it up on the overhead projector and what I'll do is - this is a copy and I will mark the parts that I want to refer you to. If you just go to the start of the document, just so that Mr. Lowry can see it. It's the 8th October, I may have said a different date a moment ago. It says

"Having received your letters and consulted with Mr. Lowry it was necessary for Mr. Lowry in turn to consult with this firm and thereafter to obtain the advice of counsel before responding, as I am sure you will appreciate. I am now instructed to reply to your letter of the 21st September 2004 on behalf of my client as follows: -

"1. Mr. Lowry had been aware for some period of time prior to October 2002 that there were rumours circulating to the effect that he had some involvement in the Doncaster Rovers property transaction. Arising out of comments made by Mr. O'Brien Senior to Denis O'Connor in early October 2002, which comments were relayed to Mr. Lowry, he requested Denis O'Connor to make contact with Christopher Vaughan with a view to ascertaining precisely what was going on and it was for this reason that Mr. O'Connor arranged to meet Mr. Vaughan. Mr. O'Connor subsequently relayed to Mr. Lowry that as far as he could ascertain, that whilst certain allegations had been made, that Mr. Vaughan

confirmed that these were without foundation and were, in Mr. O'Connor's view, the result of malicious rumour and innuendo being circulated primarily by Mr. Mark Weaver and Mr. Richardson. Denis O'Connor did not provide any documentation to Michael Lowry arising out of the meeting which Mr. O'Connor had with Mr. Vaughan."

Now, that piece of information which was given to the Tribunal in 2004, which would have been two years after those events, you say is not entirely accurate, is that correct?

A. Correct.

Q. And what you are saying is that you didn't direct him to go but that you encouraged him to go?

A. Correct.

Q. When you say 'encouraged' how did that come about that you encouraged him to go?

A. What happened was, my recollection of it and my evidence in respect of this, is that Denis O'Connor received a telephone call - this was the way it was relayed to me - Denis O'Connor received a telephone call from Kevin Phelan to say that Mr. Weaver had been into Mr. Vaughan's office making some kind of threats about whatever, I don't know what it was about, and Christopher Vaughan was upset with Mr. Weaver's conduct. My understanding is that Mr. O'Connor was going to the UK anyhow on some other business and agreed to meet with Christopher Vaughan. He met with Christopher Vaughan and when he came back -

sorry - Mr. O'Connor told me he was going and I certainly - whatever he could do to assist Christopher Vaughan, I had no difficulty with that. And when he returned I asked him what it was about and to be - the phrase that was used to me to describe his meeting with Christopher Vaughan and Weaver's antics was "A ball of " and I won't repeat the rest. That's the comment I received from Mr. O'Connor when he came back. So that was the end of the matter as far as I was concerned.

Q. But you didn't say that to the Tribunal that time. You didn't refer to Mr. O'Connor being upset?

A. At that time I would say, Mr. Healy, you'll have to understand that in my particular case, I am relying on the work of my solicitor in a voluntary capacity who has been doing it now voluntarily for ten years, and if he made a mistake or got my instruction wrong or if I instructed him wrong, I presume we are entitled to correct something that's not entirely accurate.

Q. Correct.

A. That's what we are doing.

Q. Oh, I appreciate that what you are now saying is that you encouraged him. I understand that. But you are saying that at the time you knew that Mr. Kevin Phelan was involved in this and that he was involved or had some

A. No, I am saying Mr. Healy, that I wrote to you through my solicitor and I have - what I'm saying to you in writing here on the letter dated the 26th, accurately reflects my

evidence in respect of this matter.

Q. Did you know about Mr. Kevin Phelan when you first instructed your solicitor, as I think you have just told me a moment ago?

A. When I first what?

Q. When you first instructed your solicitor about this in October of 2004, you tell me that the situation was, as you described it a moment ago, that you heard that Kevin Phelan rang Denis O'Connor, told Denis O'Connor that Weaver was causing trouble for Christopher Vaughan. It's just that you didn't say any of that in your letter of October 2004.

A. Maybe I didn't know.

Q. Maybe you didn't know?

A. Maybe I didn't know at that stage.

Q. I see. If you didn't know, how would you have learnt anything about the proposal to go to England in October 2002?

A. I am talking about when I gave the instruction. What I'm saying is what I have written here and what I am telling you in evidence now is the factual position. You asked me what I knew about Denis O'Connor's visit. I am telling you in my evidence directly as to how it occurred. I was told by Denis O'Connor that he received a telephone call from Kevin Phelan to say that Weaver had been in threatening, whatever he was, threatening to Mr. Vaughan. Mr. Vaughan rang Denis O'Connor. Denis O'Connor happened to be going to England anyway and he agreed to call on him and when he

came back I asked him what it was about and he told me it was a ball of S-H-I that's what it was. And I heard no more about it since that until now.

Q. But is this letter of 2004 correct when it says that - it says you requested Denis O'Connor to make contact. Let's change that. You encouraged Denis O'Connor to make contact with Christopher Vaughan or you encouraged him, knowing he was going to Christopher Vaughan

A. The arrangements for Christopher Vaughan and Denis O'Connor were strictly a matter between the two of them. I had nothing to do with the arrangements. But I didn't discourage Denis O'Connor from meeting with Christopher Vaughan.

Q. But is the rest of this statement correct, that you wanted - you wanted him or encouraged him to ascertain precisely what was going on?

A. Yeah, obviously if there was something happening, why not?

Q. Now, you have heard his evidence that he went to Mr. Vaughan and he says Mr. Vaughan gave him an attendance note, you are probably familiar with it, in which he described all the contact he had with Weaver. He then said that Mr. O'Connor said that Mr. Vaughan tried to find the letter, the letter of the 25th September 1998, but that he couldn't find it. Do you remember that evidence?

A. Yes.

Q. Nobody subsequently asked Mr. Vaughan to send the letter on, are you aware of that?

A. I am, and the reason for it, I understand, is that from what I understand of it, is that Christopher Vaughan had said to Denis O'Connor there was nothing new, there was nothing new, whatever, you know, there was nothing to declare.

Q. Well, there may have been nothing new or nothing to declare but there was a document Christopher Vaughan couldn't get his hands on, according to Mr. O'Connell, and wouldn't it be an obvious thing to do if you wanted to find out precisely what was going on to get that letter?

A. I wasn't there. I am sure you put that to Mr. O'Connor.

Q. I did. Mr. O'Connor is an intelligent man. He - he got to the bottom of the retention dispute, we know that but he doesn't seem to have got to the bottom of this at all?

A. Of what?

Q. Of the purpose of his visit to Christopher Vaughan. He never got the letter of the 25th September if his evidence is correct?

A. He never got the letter, no.

Q. And he never followed it up?

A. He never what?

Q. He never followed through on it. He never rang up the next day and said 'Could you get me that letter?'

A. This is the same letter, I presume, that appeared in The Irish Times?

Q. Yes.

A. This is the letter that was leaked

Q. Yes.

A. which subsequently was sent by the journalist to the Tribunal which led to this module?

Q. No, no, it wasn't, no. It is the letter of the 25th September. But your advisor never asked for it, never followed through on it. You never asked him to follow through on it?

A. Because Mr. Vaughan said there was nothing in the letter and that it was a load of nonsense and, if you recall, and I am sure you will find it in your records down below, Denis O'Connor had been peppered by this guy, Weaver, with telephone calls. He had sent in a 10-page letter to him which was a total load of rubbish and nonsense. And do you think Denis O'Connor would have something better to do than chasing that kind of stuff around the country, either England or Ireland?

Q. No, no, no, I couldn't agree with you more, but Mr. Vaughan told him that there was a letter of his, of Mr. Vaughan's, a letter of Mr. Vaughan's. Surely it was important to get to the bottom of that?

A. My understanding is that he assured him that there was nothing in the letter, that's my understanding. And that the letter was of no consequence and for that reason he didn't follow it, and if the letter that Vaughan had from Weaver, or that Weaver had in his hand, was anything compared to the letters that he was writing at that particular stage, there wouldn't be anybody chasing them.

Q. But wasn't there - wasn't that a letter, when it came to light in 2003, that prompted Denis O'Connor to remind you about the "ML" query that he had received in 2002; isn't that right?

A. No.

Q. That's what I understood you to say earlier?

A. No.

Q. I see? What did you make of Kevin Phelan's role in ringing up Denis O'Connor to tell him that Weaver was gone into Vaughan?

A. What did I make of it?

Q. Yeah?

A. It would be, I suppose, typical Kevin Phelan.

Q. What's typical about it?

A. Pardon?

Q. What's typical about it?

A. That he'd communicate whatever was happening.

Q. How do you think he knew about that?

A. Pardon?

Q. How do you think he knew about that?

A. How did he know?

Q. Yeah?

A. I presume Weaver rang him.

Q. Now, Christopher Vaughan never sent you another copy of that letter after

A. No.

Q. that meeting in October?

A. No.

Q. Of course you know that he suggests that, in fact, Denis O'Connor had a copy with him, you are aware of that?

A. If Denis O'Connor had a copy I'd have seen it. Denis O'Connor had no copy.

Q. All right. You know that Denis O'Connor received a copy on his fax machine but his secretary appears to have binned it?

A. Yes, I read that.

Q. Mr. Denis O'Brien Senior would have got a copy of it around that time, which would have been in October - or sorry, September, I beg your pardon - of 2002 and nobody sent it to you at that time?

A. No.

Q. You never became aware, as I understand it from your evidence now, you knew nothing of the letter that Kevin Phelan wrote to Bryan Phelan and Aidan Phelan complaining about Doncaster, Mansfield, Altrincham and so on?

A. No.

Q. You knew nothing?

A. No.

Q. Nobody brought that

A. I got no correspondence in relation to that dispute.

Q. And you know from the evidence that Denis O'Connor was involved in that dispute?

A. Yes.

Q. And LK Shields and Mr. Denis O'Brien Senior, LK Shields

were the solicitors and Denis O'Brien Senior was involved in, if you like, putting Denis O'Connor to work on that, you are aware of that?

A. Yes.

Q. And the document that I showed you earlier today, written by Kevin Phelan to Aidan Phelan referring to a meeting between yourself and himself and Michael Lowry - or sorry, and Christopher Vaughan - after the UK property meeting, nobody ever gave that to you?

A. No.

Q. Aidan Phelan never brought that to your attention?

A. No.

Q. To say "Look what this fella is saying about you here"?

A. No.

Q. Nobody ever told you?

A. No.

Q. And nobody brought the "ML" reference in the August '99 document to your attention?

A. No, other than, as I said to you, the communication I had with Denis O'Connor.

Q. That's right. Nobody actually said "Look at this document here, look what this fella is saying"?

A. Why would anybody? I had no involvement. There was nothing to be concerned about.

Q. Did anybody tell you that document was being used by Kevin Phelan to blackmail somebody?

A. I am not aware of that.

Q. Nobody said that to you?

A. No.

Q. And nobody told you that an explanation for that document, the "ML" document had been given to the effect that it actually meant Michael Lowry, but that it meant Mansfield?

A. The dealings between Fry's and whoever the other solicitors were, I had no involvement, nothing to do, never consulted, nobody rang me asking me about it. I didn't hear anything about it other than the comment that was passed to me by Denis O'Connor, which I have already told you about.

Q. But you know that, I suppose, everybody in 2002 would have known that Denis O'Connor was a man that was working for you and had put in a lot of effort on your part?

A. Yes.

Q. And is it just a coincidence that nobody gave him sight of any of these documents?

A. Just a coincidence that?

Q. Is it just a coincidence?

A. That nobody gave him sight of these documents?

Q. Yes, all of which implicated you in some way?

A. How did it implicate me?

Q. They refer to you

A. I wasn't involved, I wasn't involved, and they obviously resolved it between themselves.

Q. Right. So, therefore it is, presumably, just coincidence?

A. There is loads of coincidences, Mr. Healy. I could tell you about plenty of them.

MR. HEALY: Thanks Mr. Lowry. I am sorry for keeping you so long.

CHAIRMAN: Mr. McGonigal?

MR. MCGONIGAL: No questions.

CHAIRMAN: Mr. O'Donnell?

MR. O'DONNELL: No questions, Sir.

CHAIRMAN: Very good. Mr. Lowry, you are free to take up your other concerns tomorrow. Thank you for your assistance today and yesterday.

A. Thank you very much.

CHAIRMAN: As regards the balance of matters, arrangements are being finalised and I'll cause an announcement being made to the concerned persons on the Internet at the earliest possible opportunity. Thank you.

THE TRIBUNAL THEN ADJOURNED UNTIL FURTHER NOTICE.