

THE TRIBUNAL RESUMED AS FOLLOWS ON WEDNESDAY, 14TH JULY,

1999 AT 10:30AM:

MR. COUGHLAN: May it please you, Sir. Before I commence this outline statement, I'd just like to say that we have been informed by Guinness & Mahon that they wish to ask some questions of Mr. Doyle, who gave evidence yesterday, and we are attempting to make arrangements for that particular purpose.

In this statement, I intend to outline evidence which the Tribunal proposes to call concerning two matters:

The first matter is the fact that funds from the Fianna Fail Leader's Allowance appears to have been lodged to an Amiens account in Guinness & Mahon, one of the class of accounts from which payments were made to or for the benefit of Mr. Haughey.

The second matter relates to payments made to Mr. Haughey from Irish Permanent Building Society.

Dealing with the Leader's Allowance first: The Leader's Allowance is the expression used to describe payments made from Central Funds to the Party Leaders to assist them in financing the political activities of their parties.

The control of the funds is with the Political Parties to whose leaders the payments are made. Typically, the allowances are used to pay for salaries and expenses of

party officials employed to assist the parties or Party Leaders in their Parliamentary activities. At any time, the Government party invariably has direct access to the resources of the Civil Service for Government, Parliamentary and other political assistance. For this reason, it is recognised that parties in opposition should receive, through their leaders, a larger allowance than parties in Government. Subject to this quite proper differential between the Government and Opposition parties, the allowance is, in general, calculated by reference to the size of the Parliamentary representation of any political party.

The Tribunal's attention has been drawn to the Party Leader's Allowance in the context of the Amiens accounts. I have already referred to these accounts and they were accounts in Guinness & Mahon bank controlled by the late Mr. J. Desmond Traynor, through which large sums of money were channelled to Mr. Charles Haughey and from which payments were made to or for the benefit of Mr. Haughey.

From an examination of documents made available to the Tribunal by Guinness & Mahon bank, a lodgment of €25,000 on the 20th June, 1989 to Amiens account number 12180001 has come to the attention of the Tribunal. It's on the overhead projector now. This was an account which was operated between the 3rd February, 1989 and the 12th January, 1990. The total sum credited to the account was

€191,380.39. The pattern of credits and debits to the account was of frequent small transactions but the €25,000 lodgment on the 20th June, 1989 was one of the exceptions to this pattern, and I think that will be obvious from the account shown on the overhead projector.

From the bank's internal documentation for the 20th June, 1990, it appears that this credit represented the lodgment of a cheque for €25,000 and that this cheque was drawn on Allied Irish Banks, 1 Lower Baggot Street, Dublin 2, the account of Haughey, Ahern and MacSharry. The cheque was dated the 16th June, 1989 and it appears to have been signed by Mr. Bertie Ahern and Mr. Charles J. Haughey. I should say that the account Haughey, Ahern and MacSharry was of course the Leader's Allowance account.

The Tribunal has examined the administration of the Party Leader's Allowance by Fianna Fail during the period of Mr. Haughey's leadership and also in the period since he ceased to be Leader. The Tribunal has obtained Memoranda of Evidence and statements from Ms. Eileen Foy, who was involved in the administration of the account; from Mr. Bertie Ahern, the Taoiseach who was one of the signatories on the account; and from Mr. Sean Fleming, a senior executive in the Fianna Fail party in the period following Mr. Haughey's retirement as Leader.

Mr. Haughey has been asked to comment on the material to

which I have already referred to and on the material to which I will now refer in slightly more detail but has made no comment.

The Tribunal has obtained from the Department of Finance a Schedule of the amounts paid to Mr. Haughey as Leader of the Fianna Fail party in the years from 1984 to 1992 and they were as follows:

1984: €181,215.

1985: €189,950.

1986: €196,612.

1987: €78,056.

1988: €90,666.

1989: €93,107.

1990: €113,207.

1991: €123,137.

1992: €12,033.

The allowance was paid monthly in installments by way of payable order made out to Mr. Cathal O'hEochaidh, TD.

This explains why the payment for 1992 was a mere payment of €12,033 as Mr. Haughey was no longer the Leader of the Party after February of that year.

The Leader's Allowance was operated in the main from a current account at Allied Irish Banks, Baggot Street.

With the consent of the Fianna Fail party, the Tribunal has obtained access to some of the remaining available records relating to the account. The account was opened in the

name of Haughey, Ahern and MacSharry, namely Mr. Charles Haughey, Mr. Bertie Ahern, and Mr. Ray McSharry, and the account number was 30208-062. The Tribunal has examined drawings from the account between February, 1984 and November, 1992 and the drawings from the account between those dates are as follows:

28th February, 1984: €12,310.45.

26th March, 1984: €10,000.

10th May, 1984: €20,000.

22nd June, 1984: €5,000.

6th July, 1984: €5,246.

3rd August, 1984: €10,000.

10th August, 1984: €12,828.47.

25th October, 1984: €5,400.

2nd January, 1985: €5,000.

9th April, 1985: €5,821.20.

20th September, 1985: €5,338.20.

7th October, 1985: €5,000.

23rd April, 1986: €10,000.

29th April, 1986: €5,195.39.

29th April, 1986: €10,000.

21st May, 1986: €20,000.

5th August, 1986: €10,000.

29th October, 1986: €25,000.

12th November, 1986: €10,000.

5th September, 1986: €5,666.81.

9th January, 1987: €5,000.

5th August, 1987: €5,000.
9th November, 1987: €5,000.
4th January, 1988: €7,509.20.
6th April 1988: €5,700.
14th July, 1988: €6,649.95.
26th September, 1988: €6,832.82.
1st December, 1988: €5,767.11.
27th February, 1989: €6,995.55.
24th April, 1989: €11,173.76.
21st June, 1989: €25,000.
22nd June, 1989: €5,758.95.
20th July, 1989: €47,090.56.
21st September, 1989: €25,000.
5th October, 1989: €10,720.
11th October, 1989: €20,000.
2nd November, 1989: €5,000.
12th December, 1989: €9,724.37.
28th December, 1989: €5,073.53.
7th March, 1990: €5,727.23.
22nd March, 1990: €13,600.
30th April, 1990: €8,830.37.
19th October, 1990: €5,440.
4th February, 1991: €8,332.34.
13th February, 1991: €12,914.50.
4th April, 1991: €5,000.
11th September, 1991: €10,000.
18th September, 1991: €7,500.

10th October 1991: €5,750.

Now, these figures identified by the Tribunal are the major drawings on the account and those which are in excess of €5,000. There were of course lesser drawings on the account. The Tribunal has drawn the attention of some of the individuals dealing with the account to the fact that there appears to have been a substantial number of round sum withdrawals from the account and, in particular, to the fact that a number of these round sum withdrawals were in the form of payments to cash. Copies of some of the cheques drawn on the account have become available to the Tribunal and from these cheques, it appears that on the 4th April, 1991, a cheque was drawn on the account in the sum of €5,000 payable to cash. This cheque was signed by Mr. Bertie Ahern, An Taoiseach, then the Chief Whip and by Mr. Charles Haughey, then the Taoiseach;

That on the 11th September, 1991, another cheque was drawn on the account in the sum of €10,000, again payable to cash and signed once again by Mr. Ahern and also by Mr. Haughey;

That on the 18th September, 1991, a further cheque in the sum of €7,500 was again payable to cash. The signatories on the account were Mr. Ahern and Mr. Haughey;

On the 16th June, 1989, a cheque payable to cash was drawn on the account, this time in the sum of €25,000. This was also signed by Mr. Ahern and Mr. Haughey.

The Tribunal has not been able to obtain every cheque in respect of round sum withdrawals from the account.

However, from the table I have just referred to, it will be clear that there were very substantial round sum lodgments in other years than the years in which the cheques I have just mentioned were drawn. Sorry, I should have just said where I used the word lodgments, I should have said drawings.

For instance, in 1984, €50,400 in round sums were withdrawn. In 1985, the sum of €10,000 in round sums were withdrawn. In 1986, the sum of €50,000 and in 1989, the sum of €75,000 in round sums were withdrawn.

During most of this time, the account was administered either in part or in whole by Ms. Eileen Foy. Ms. Eileen Foy was an employee of Fianna Fail from 1977, initially as Secretary to the Head of Research. She has informed the Tribunal that that at the time, the Research Office was part of the Leader's office. The Leader was Mr. Jack Lynch. She has informed the Tribunal that the Head of Research was at that time responsible for the administration of the Leader's Allowance and as the secretary to the Head of Research, she was involved in a lot of clerical administrative work in relation to the accounts through which the allowance was operated.

She has informed the Tribunal that in 1977, when Fianna

Fail went into Government, the Head of Research left the employment of the party and she became the Secretary to a number of backbench TDs and senators but she retained the function of administering the Leader's Allowance, much as she had done when working as secretary to the Head of Research. In other words, it would appear that Ms. Foy continued to fulfill the function of administering the account notwithstanding the fact that she no longer reported to the Head of Research, but to a number of backbench TDs and senators.

During this time, Mr. Lynch was still the Leader and he did not cease to be Leader until December of 1979 when he was replaced by Mr. Charles Haughey, TD. Following Mr. Haughey's election to the leadership of Fianna Fail, Ms. Foy was asked by Mr. Haughey to work as secretary to the then Chief Whip, Mr. Sean Moore, TD. The Chief Whip's office was attached to the Taoiseach's office and Ms. Foy continued to operate the Leader's Allowance while working as secretary to Mr. Moore.

Fianna Fail were out of Government from 1982 to 1987 and, while in opposition, Ms. Foy began to work for Mr. Haughey and when Fianna Fail were returned to Government, Ms. Foy continued to operate as one of Mr. Haughey's private secretaries until his retirement as Taoiseach and as Leader of Fianna Fail in February, 1992. During all that time, she continued to be responsible for the administration of

the Leader's Allowance.

The day-to-day operation of the Leader's Allowance entailed writing cheques on the bank account to which the payments from Central Funds were lodged. The writing of cheques from this bank account required two signatures. There were three authorised signatories on the account, Mr. MacSharry, Mr. Bertie Ahern and Mr. Haughey, but cheques required two signatories only. Ms. Foy was responsible for keeping the cheque books, preparing the cheques for signature and ultimately obtaining the signatures of the requisite authorised signatories on them.

The actual payment of the Allowance was by way of a cheque in favour of the Party Leader, in the case of Fianna Fail in favour of Mr. Haughey. Ms. Foy has informed the Tribunal that Mr. Haughey would endorse his name on the back of the cheque and give it to her to lodge in the Party's bank account and these lodgments she made personally at Allied Irish Banks in Baggot Street.

It appears that all debits from the account were by way of cheques written on the account. Ms. Foy has informed the Tribunal that she kept details of all cheques in a ledger in which she would note the date of the cheque, the payee, the sum, and the purpose for which the cheque was drawn; that during the period in which she operated the account,

there were two or three ledgers. In addition, files were kept for some period of time but it would seem that as the office from which the account was administered moved from time to time, these may not have been retained as the records of the accounts were transferred from office to office. Also, Ms. Foy would have noted the payee and/or the purpose of the cheque on every cheque on the cheque stub as she was preparing the cheque. Neither the files, the cheque stubs, nor the ledgers are now available.

Because the cheques to which I have already referred contain the signatures of Mr. Ahern and Mr. Haughey, Ms. Foy was asked to comment on the signing of cheques and she has indicated that although in addition to Mr. Ahern and Mr. Haughey, Mr. MacSharry was also a signatory, she did not recall asking him to sign cheques and would not have so requested him after he left Dublin on his appointment as European Commissioner in 1989. The system she used to obtain a signature on a cheque was that generally she would ask Mr. Ahern to sign a number of blank cheques in advance of her completing the details and that she would then retain those cheques until she had completed the details. Once the cheques had been completed by her, she would go to Mr. Haughey's office with a list of the cheques, and the invoices to which they related and that Mr. Haughey would go through each item and that having satisfied himself that the cheques were in order, would then sign them. Ms. Foy's recollection is that the cheques were used to meet a

range of expenses out of the Leader's Allowance of which the main areas were expenditure in respect of Research, Press, and Party Leader's Office and the salary of people employed in that office.

The Tribunal has drawn a number of cheque payments and withdrawals from the account to the attention of Ms. Foy.

It is the cheque payments made out to cash on which Ms. Foy has been asked to comment. She has stated that she has no specific recollection of cash drawings from the account, nor any recollection of any purpose for which such cash sums may have been applied. However, she has informed the Tribunal that it is possible she may have cashed cheques for some of the round sum figures I have just mentioned.

From the Tribunal's point of view, if Ms. Foy did not cash these cheques, then it is a question as to how they were cashed and as to what use was made of the cash obtained.

In the period during which Ms. Foy administered the account, that is during Mr. Lynch's period in office and during Mr. Haughey's period in office, there was no outside scrutiny or control of the Leader's Allowance other than that of the Leader himself. In order to further scrutinize the manner in which cash monies appear to have been raised using cheques drawn on this account, the Tribunal has sought access to the various books in which the dealings on the account were recorded, i.e., the ledgers and files I have already mentioned. Ms. Foy has

stated that she has no knowledge of what happened to the lodgers and other records after her resignation following Mr. Haughey's replacement as Leader of Fianna Fail by Mr. Albert Reynolds, TD. Although all of the contents of Mr. Haughey's office appear to have been put in boxes as part of his movement out of the Taoiseach's office, Ms. Foy is not in a position to say whether these items were specifically included in Mr. Haughey's boxes.

Following Mr. Haughey's resignation as Party Leader and the resignation of Ms. Eileen Foy, the administration of the account was taken over by Mr. Sean Fleming. Mr. Fleming proposed to the new Leader of Fianna Fail, Mr. Albert Reynolds, that the Party Leader's account should be administered by the Fianna Fail Head Office and that the party would maintain separate books, records, bank accounts and financial accounts in relation to the account and that there would be a separate audit carried out on the funds from each accounting period. Mr. Fleming has informed the Tribunal that Mr. Reynolds agreed and the account has been operated along those lines ever since. The system now being operated as set up by Mr. Fleming originally entails the preparation of a list of payments at Fianna Fail Headquarters. This list with accompanying cheques which already have been made out is submitted to the Party Leader for signature and also to the second signatory for co-signature by him. If, due to their schedules,

politicians are not available to sign cheques, then cheques would instead be issued on Fianna Fail Headquarters' own account and, in due course, that bank account would be recouped out of the Party Leader's account. In the ordinary way, full accounts are written up at the end of each year and these accounts are audited and reported on by an independent firm of accountants, Messrs Coopers & Lybrand. This system has continued in operation since Mr. Ahern became Leader.

Mr. Ahern has provided the Tribunal with a Memorandum of Evidence concerning his involvement with the account during the tenure of office of Mr. Charles Haughey. He has informed the Tribunal that he has no recollection of ever having signed a cheque made out to cash in any significant amount. Mr. Ahern has informed the Tribunal that because of the volume of transactions through the account, combined with the necessity for the regular writing of cheques, a practice of pre-signing blank cheques was put in place for administrative convenience. A series of cheques would be pre-signed by a signatory on the account and thereafter the appropriate co-signatory would sign the cheque with the details of the payee and the amount of the cheque duly inserted thereon. Mr. Ahern has informed the Tribunal that he believed that as the account was being administered by a highly competent and efficient administrator and book keeper, the conduct of the account was believed to be proper and that, in addition, there was no evidence of any

irregularity applying to the use made of the cheques which were drawn on account in this way.

With respect to the cheque of the 16th June in the amount of €25,000 and made payable to cash, Mr. Ahern has stated that this cheque was drawn at or about the time of the 1989 General Election, which was held on the 15th June, and he has stated that he believes that the likelihood is that he pre-signed a series of cheques in advance of the election date to allow the account to be operated so that normal business and trading debts could be discharged promptly. Mr. Ahern has informed the Tribunal that the cheque does bear his signature, but that the writing of the word "Cash" and the amount "€25,000.00" both in numbers and in manuscript, is not in his writing and he believes that the cheque was one of the category of pre-signed cheques signed by him in accordance with the practice I have just described. So far as the other cash cheques mentioned already by me are concerned, Mr. Ahern's position is the same in that he would not have signed them with any words or figures on them and that they must therefore have been pre-signed by him.

Its attention having been drawn to the Leader's Allowance and to drawings from that account, the Tribunal examined the credits to the Haughey Boland No. 3 account. That is the account already referred to in the Tribunal's hearings from which payments were made to Mr. Haughey as part of the

Haughey Boland bill paying service. The Tribunal has considered whether there is any connection between drawings from the Leader's Allowance account and lodgments to that Haughey Boland No. 3 account.

It has not been possible, due to the absence of documents and bank records at Allied Irish Banks, to track withdrawals from Allied Irish Bank Baggot Street, Leader's Allowance account. However, the Tribunal has noticed what appears to be a direct correspondence between two drawings from the Leader's Allowance account and they are as follows:

Firstly, on the 24th April, 1986, there was a credit of €10,000 to the Haughey Boland No. 3 bill paying service account, an account operated for the benefit of Mr. Charles Haughey and on the same date, there was a withdrawal by way of a cheque in the sum of €10,000 from the Leader's Allowance account.

Secondly, on the 29th October, 1986, there was a credit of €25,000 to the Haughey Boland No. 3 bill paying service account and on the same date, a drawing by way of cheque from the Leader's Allowance in precisely the same amount, €25,000.

The Tribunal will wish to examine this material from a number of different standpoints. Firstly, the Tribunal will wish to examine the account of the Leader's Allowance

as a potential source of funds in accounts operated for the benefit of Mr. Haughey. From the Statements made available to the Tribunal, it would appear that certain aspects of the operation of the Leader's Allowance account will require further scrutiny in the course of the evidence. They are the fact that a number of cheques on the account, of which copies are now available, appear could have been drawn on the account payable to cash in large round sums. These cheques share a number of features. Firstly, there is now no record of the purpose for which the cheques were drawn. The Administrator of the account has no recollection of the purpose for which the cheques were drawn and cannot remember whether she herself was involved in the drawing of them or in the cashing of them. The cheques appear to have been cashed at Allied Irish Banks, Baggot Street, the branch of the Bank in which they were drawn. They appear to have been signed by the co-signatory Mr. Haughey after they had been signed by Mr. Ahern and Mr. Ahern appears to have signed them in blank. In circumstances in which one of these cheques for €25,000 payable to cash was lodged to an Amiens account controlled by Mr. Des Traynor, the Tribunal will wish to examine evidence to ascertain whether any of the other cash cheques could have been lodged to that account or to any other accounts for the benefit of Mr. Haughey and whether, in addition, other circumstances ought to be taken into account in answering these questions, including the

circumstance that two large round sum withdrawals from the Leader's Allowance account in 1986 correspond with two equivalent credits to the Haughey Boland account from which Mr. Haughey's bill paying service was operated.

While the Tribunal will wish to consider the aspects of the Leader's Allowance I have just mentioned in the context of the sources of funds in accounts operated for the benefit of Mr. Haughey, it may also be necessary to consider the account in the context of payments made to Mr. Haughey. In other words, the examination of the account appears to be relevant both to Terms of Reference (a) and (b) of the Tribunal's Terms of Reference.

So far as Term of Reference (a) is concerned, that is to say the term of reference dealing with payments to Mr. Haughey, the Tribunal's examination of lodgments to the Leader's Allowance account suggest that between the year 1984 and 1992, with one exception, the lodgments appear to exceed the total amount of the Leader's Allowance. The documentation and records available to the Tribunal has not enabled the Tribunal to examine precisely the correlation between individual lodgments to the account and the payment of individual installments of the Leader's Allowance. For this reason, to distinguish between the total amount of lodgments in any one calendar year and the total amount of the Leader's Allowance in any one calendar year, might not give precise indication of the excess of lodgments in the

account in any one year over and above the amount of Leader's Allowance for that year. However, in a number of years between 1984 and 1992, the amounts lodged appear to be substantially in excess of the amount of Leader's Allowance for the relevant years and in 1986 and in 1991, they appear to have been in excess of the Leader's Allowance to the extent of something in the order of €100,000 and in 1989, the amount seems to be in excess of the Leader's Allowance in the order of €200,000, more or less.

The additional lodgments appear to have been mixed with the installments of the Leader's Allowance paid from Central Funds. From the information available to the Tribunal to date, it has not been possible to identify the source of these additional lodgments. However, to the extent to which they appear to constitute the funds of third parties, that is parties other than the State by whom the Leader's Allowance was supplied, they may represent the source of payments to Mr. Haughey in those years. It is certainly a question as to whether any of the payments to Mr. Haughey or to the accounts for his benefit in 1986 and 1989 could amount to payments within the meaning of Term of Reference (a).

Turning now to payments from Irish Permanent Building Society:

A number of documents have been made available to the Tribunal by Irish Permanent Building Society on the basis that they appear to be relevant to the Tribunal's Terms of Reference. Of the documents made available, two consist of cheques drawn on Irish Permanent Building Society's account with the Bank of Ireland in favour of Mr. Charles Haughey. Each of these cheques was dated the 7th June, 1989. One is in the sum of €20,000 and the other is in the sum of €10,000. Each of these cheques was made payable to Charles Haughey and each of them was signed by the same two directors of the society, namely Dr. Edmund A. Farrell and Mr. Enda Hogan. These cheques appear to have been lodged to the Dublin Airport branch of the Bank of Ireland. Each of the cheques was paid on the 15th June of 1989. Mr. Haughey has been asked to comment on the cheques and on the fact that they were so lodged but has, to date, not done so.

Celtic Helicopters, a company which has featured in the proceedings of the Tribunal already, has an account at that Bank's branch at Dublin Airport. An examination of the Celtic Helicopters account at the Dublin Airport branch of the Bank of Ireland indicates that the sum of €30,000 was lodged to that account on the 7th June of that year. It was withdrawn some short time later on the 21st June. The withdrawal was by way of a cheque. The Tribunal does not have a copy of that cheque.

At the time of the payments to Mr. Haughey on the account of the Irish Permanent Building Society, the Society made a number of other payments to the three largest political parties, i.e. Fianna Fail, Fine Gael, and the Labour Party. These payments appear to have been connected with the then impending General Election. The payment to Fianna Fail was for €65,000, Fine Gael was €25,000, and the payment to the Labour Party was €10,000. The cheque stubs corresponding with each of the cheques describe the payments as follows:

To Fianna Fail and Fianna Fail parties as "Subs".

The payment to the Labour Party is described as "Contribution".

The payment for €10,000 to Mr. Charles Haughey which appears to have been lodged to the Bank of Ireland Dublin Airport account of Celtic Helicopters, is described on the cheque stub as a "Sub".

The cheque for €20,000 made payable to Mr. Haughey and which also appears to have been lodged to the Celtic Helicopters Dublin Airport Bank of Ireland account is described as "B. Lenihan".

In the accounts of the Irish Permanent Building Society, the document which appears to be in the nature of a cheque journal or analysis book refers to each of the four payments I have just mentioned. They are described as "Political Subs". No distinction is made in the entries on the journal as between the political parties nor is any

reference made to Mr. Charles Haughey himself.

The Tribunal has sought information from Dr. Edmund Farrell and Mr. Enda Hogan, the signatories on the two cheques.

Dr. Farrell is endeavouring to obtain further documentation in order to assist the Tribunal and will be in a position to provide a Statement or a Memorandum of Evidence at that stage. A Statement has been furnished to the Tribunal by Mr. Enda Hogan, the other signatory of the cheques.

Mr. Hogan has informed the Tribunal that each of the cheques was signed by him after they had been signed by Dr. Farrell. He has informed the Tribunal that he has a recollection that at some time he was told by Dr. Farrell that the late Mr. Brian Lenihan was going to undergo a liver transplant operation and that Dr. Farrell thought that the Irish Permanent should make a contribution towards his expenses. This is Mr. Hogan's response to the fact that the cheque stub in respect of a cheque for €20,000 made payable to Mr. Charles Haughey contains a reference to "B. Lenihan". Mr. Hogan does not, however, appear to have been aware of this at the time the cheque was countersigned by him. He has no recollection of countersigning the cheque payment for €10,000 to Mr. Charles Haughey but assumes that it was a political contribution.

Mr. Hogan has also informed the Tribunal that shortly after he joined the Society in 1983, he recommended that if any

political contributions were to be made to the Fianna Fail party, contributions should also be made to the Fine Gael Party and the Labour Party. He has also informed the Tribunal that the decision as to the amount that each party should receive was made solely by Dr. Farrell and also that, as far as he is aware, all requests for political contributions were handled by Dr. Farrell and that his, Mr. Hogan's, only function was to countersign the cheques and that he dealt with no person other than Dr. Farrell in relation to any of these requests for political contributions.

Mr. Hogan as also informed the Tribunal that he is not aware whether any other members of the Board of the Society or any Executive of the Society was aware of the writing of the cheques or of the beneficiaries of them, apart from Ms. Margaret Coyle, Dr. Farrell's secretary. He has also informed the Tribunal that he understands that there is no reference in the Board Minutes to any of these payments and has stated that it would have been normal at the time for Dr. Farrell to make decisions on these matters without reference to the Board.

The Tribunal will wish to examine whether there were any other payments by the Building Society or by any of its Directors to Mr. Haughey and whether the payments I have just mentioned in the amount of €20,000 and described as being for "B. Lenihan" was used for the purpose envisaged

or for some other purpose.

CHAIRMAN: Thank you, Mr. Coughlan. Before we proceed to evidence, are there any preliminary matters by way of representation and the like?

MR. NESBITT: Mr. Chairman, I am anxious to obtain limited representation for Eileen Foy. I am instructed by Hayes & Sons, solicitors.

CHAIRMAN: Very good, Mr. Nesbitt, the usual limited order on that basis.

MR. GALLAGHER: May it please you, Mr. Chairman. I am anxious to obtain limited representation for the Irish Permanent plc.

CHAIRMAN: Yes. Which effectively is now the proprietor of Guinness & Mahon.

MR. GALLAGHER: Yes, and perhaps my representation already covers it but I just want to make it clear, I will be appearing for the Irish Permanent

CHAIRMAN: Perhaps, Mr. Gallagher, if I simply enable to you participate on foot of the representation you already have. It simplifies it, perhaps permanently escalating the scale of representation orders.

MR. GALLAGHER: Thank you.

MS. O'BRIEN: Ms. Sandra Kells please.

SANDRA KELLS, PREVIOUSLY SWORN, WAS EXAMINED AS FOLLOWS BY

MS. O'BRIEN:

CHAIRMAN: Thank you once again, Ms. Kells. I needn't of course remind you at this stage that you are already sworn.

A. Thanks.

Q. MS. O'BRIEN: Thank you, Ms. Kells. Ms. Kells, you gave evidence to the Tribunal on Friday last and indeed on a number of previous occasions and in the course of that evidence, you have referred to a series of accounts in the name of Amiens Securities Limited and indeed in some instances in the name of Amiens Investments Limited and these were accounts controlled by the late Mr. Traynor and through which it appears that accounts may have been channelled directly or indirectly for the benefit of Mr. Haughey?

A. Through which funds may have been channelled, yes.

Q. Now on this occasion, the Tribunal has asked you to give evidence in relation to another Amiens account which has not previously been mentioned in your evidence and that's an account of Amiens Investments Limited.

A. Amiens Securities Limited.

Q. Amiens Securities Limited. That's account 1218001?

A. Yes.

Q. I think on this occasion you have also prepared a

Memorandum of Evidence?

A. Yes, I have.

Q. What I suggest we do is with go through the Memorandum of Evidence. There are certain documents mentioned in that memorandum and perhaps we can then come back and review the contents of these documents in turn.

A. Right, okay.

Q. I think you should have a copy of the memorandum before you?

A. Yes, I have.

Q. And paragraph 1, you set out your professional involvement with Guinness & Mahon. I think you are the financial director of Guinness & Mahon and have been since January of 1997?

A. Yes, that is correct.

Q. And at paragraph 2, you state, as previously testified by you, it appears from the bank records that from approximately as early as 1974 up to November 1989, accounts were held in Guinness & Mahon in the name of Amiens Securities Limited and sometimes in the name of Amiens Investments Limited and all of these accounts were controlled by the late Mr. Traynor and that in the course of earlier sittings, you have given detailed evidence in relation to specific transactions on those Amiens accounts.

A. On some of those accounts, yes.

Q. I think you stated that the bank, at the request of the

Tribunal and with the consent of the person's affected, produced to the Tribunal copies of all statements of the relevant accounts and all documents in the possession or procurement of the bank relating to the sources of credits and the application of debits to the accounts.

A. Yes, I have.

Q. And I think those documents include records relating to an account of, and I think in fact it is correctly Amiens Investments Limited account, and that's account 12180001.

A. Amiens Investments Limited, yes.

Q. I think you have stated that the bank has been able to retrieve a full set of the statements from the Amiens account number 12180001.

A. Yes.

Q. And I think it appears from those statements that the account was operated from the 3rd February, 1989 to the 12th January, 1990.

A. Yes, that is correct.

Q. And I think in fact we do have a full set of the statements of account which we can show on the overhead screen. I think that the first page shows the opening of the account on the 3rd February, 1989. I think the last page then shows the account closing on January, 1990 12th January, 1990.

A. Yes.

Q. I think if we may be just put on the screen for the moment the second page in the series of accounts statements, just

so that you can indicate the general pattern of drawings and transactions on the account. So if we can just have the second page of the account statement, I think you can see that now on the screen. I think that shows that there was a general pattern of small drawings from the account and if we can move the account page slightly over the left of the screen, you will see the credits to the account as well.

A. That is correct.

Q. And they are generally small and regular movements across the account, both on the debit and the credit side?

A. Yes, that is correct.

Q. Now, there is one credit to the account and I think four debits to the account which the Tribunal has drawn to your attention and which the Tribunal wishes you to specifically comment on. Now, on the credit side, there was a lodgment of £20,000 on the £25,000, I should say, on the 20th June of 1989.

A. Yes.

Q. And I think in fact that's dealt with on a separate copy extract from the account.

A. Yes, it is.

Q. And I think we can see that there on the right-hand side, the 24th June, 1989, in the sum of £25,000.

A. That is correct, yes.

Q. Now, I think from the bank's microfiche records, the bank has been able to retrieve and assist the Tribunal as to the

source of that lodgment.

A. Yes.

Q. And I think that that document in question is document number 2.

A. Yeah.

Q. You see I think it appears from that document that the source of the lodgment of œ25,000, which I think is the fourth transaction shown on that document, is a debit from account 90040090.

A. Yes.

Q. I think that account is your internal bank cheques received account, is that correct?

A. Exactly, cheques clearing account.

Q. Cheques clearing account?

A. Yes.

Q. I think that shows also the details the sort code of that cheque was 93-33-84?

A. That is correct, yes.

Q. I think from your microfiche records, you have been able to retrieve a copy of that cheque?

A. Yes.

Q. I think we can put that on the screen now. I think we might have a better copy of that cheque in fact. As that's going on the screen, if I could just correct the record, the date of that lodgment was actually the 20th June, 1989.

A. Yes.

Q. And I think it appears from the cheque that it's on the screen now that it was dated the 16th June, 1989. It was payable to cash, it was in the sum of €25,000 and it appears to have been signed by Bertie Ahern and Charles J. Haughey.

A. Yes.

Q. And it appears to have been drawn on an account in Allied Irish Bank, 1 Lower Baggot Street, and account Haughey, Ahern and MacSharry.

A. Yes.

Q. And I think the sort code as printed on the foot of that cheque matches with the details of the sort code on your bank internal daily input log?

A. Yes, it's 93-33-84.

Q. And that's the credit to the account which the Tribunal wishes to deal with. Now, we have already seen from the second page of the statement of account that the pattern of debits were also of frequent debits of relatively small amounts.

A. Yes.

Q. And I think you have informed the Tribunal that there were certain exceptions to that pattern of debits on the debit side also?

A. Yes, there were larger ones also.

Q. And I think amongst those and notable amongst those debits were the following debits: The 24th April, 1989, a sum of €20,000 was withdrawn from the account and I think we have

document number 4 which can go on the screen and it's an extract and I think that shows the debit in question on the 24th April, 1989 in the sum of £20,000.

A. Yes.

Q. And I think the second of those larger debits which appears to be otherwise than in accordance with the pattern of debits in the account was on the 9th May, 1989 and was in the sum of £30,000.

A. Yes.

Q. I think we can see there as well, we can see that debit on the extract statement which is now on the overhead screen.

A. Yes.

Q. And I think the third of the debits then which again is of a larger sum than the general debits to the account was on the 6th June, 1989.

A. Yes.

Q. And I think that was in the sum of £50,000.

A. Yes.

Q. And I believe it appears from the accounts statement that this debit and indeed the previous two debits were in respect of cheque payments?

A. Yes, that is correct, there were cheques drawn on the account.

Q. Drawn on the account. I think in fact the cheque numbers are shown in the details on the account statement.

A. Yes.

Q. I think the final of those debits which the Tribunal has drawn to your attention was on the 11th September, 1989 and that was in the sum of €40,000.

A. Yes.

Q. And again I think the cheque number can be seen from that, it's cheque number 171748.

A. Yes.

Q. Now I think you informed the Tribunal that it's clear from the description of these debits on the account statements that they were debits were in respect of cheques drawn on the account?

A. Yes.

Q. I think the position is that the bank is not able to assist the Tribunal by providing copies of those cheques?

A. The cheques would have been drawn by Mr. Traynor and after they were presented, returned to him as was the old practice, was returning the cheques to the account holders.

Q. The original cheques would have been returned to Mr. Traynor?

A. With the statements on a monthly basis.

Q. And copies of those hard copies weren't kept or retained on microfiche?

A. No, they were not.

Q. Just one final matter, Ms. Kells, that I wanted to ask you. You recall on Friday last in the course of the evidence which you were giving on that date, at the close of your evidence, I asked whether Guinness & Mahon had any

record of any lodgment of title deeds by or on behalf of
Mr. Haughey in the name of Mars Nominees Limited in or
about early 1983 or late 1982 or at any other time?

A. Yes, we have no record, I can find no record of any
lodgment of title deeds in Mars Nominees name.

Q. There was no record of any lodgment of title deeds by
Mr. Haughey in Mars Nominees Limited, Mars Nominees Limited
being your nominee's holding company.

A. Yes.

Q. Thank you, Ms. Kells.

A. Thank you.

CHAIRMAN: Nothing arising? Thank you very much again
Ms. Kells.

THE WITNESS THEN WITHDREW.

MR. COUGHLAN: Ms. Eileen Foy.

EILEEN FOY, HAVING BEEN SWORN, WAS EXAMINED AS FOLLOWS BY

MR. COUGHLAN:

CHAIRMAN: Thank you very much for coming to testify, Ms.
Foy. Please sit down.

Q. MR. COUGHLAN: Thank you, Ms. Foy. I think you have
furnished Memoranda of Evidence to the Tribunal, Ms. Foy,
isn't that correct?

A. That's right.

Q. And you have those with you?

A. I have a copy.

Q. And it would be my intention to take you through those Memoranda of Evidence and then to ask you some questions to clarify certain matters, is that all right?

A. Fine.

Q. I think before we start with your Memorandum of Evidence, your first Memorandum of Evidence, I think that it's correct to say, is it not, that your first approach from the Tribunal related to the particular cheque that Ms. Kells has just been giving evidence about?

A. It went through that, yes.

Q. I think you have informed the Tribunal that you commenced employment with Fianna Fail in Leinster House in 1977, as secretary to the Head of Research, is that correct?

A. That's right.

Q. The Research Office was then part of the Leader's office, Mr. Jack Lynch, TD, being the Leader of Fianna Fail and of the Opposition, as it was at the time?

A. That's right.

Q. I think you have informed the Tribunal that the Head of Research was responsible for the administration of the Leader's Allowance and that as secretary to the Head of Research, you would have done a certain amount of the clerical administrative work in relation to the account through which the allowance was operated?

A. That's correct.

Q. I think you have already informed the Tribunal that Fianna

Fail won an overall majority in the General Election in 1977?

A. That's right.

Q. I think that's well known, and went into Government, is that correct?

A. Yeah.

Q. The Head of Research left and you became secretary to a number of backbench TDs and senators but you retained the function of administering the leader's allowance much as you had when working as secretary to the Head of Research, is that correct?

A. That's correct.

Q. Is it correct that in the autumn of 1979, there was a change of leadership in Fianna Fail and Mr. Charles J. Haughey, TD replaced Mr. Lynch as Leader of Fianna Fail and as Taoiseach?

A. That's correct.

Q. There was a Cabinet reshuffle following the change of leadership and Mr. Sean Moore TD became Chief Whip and that you were asked by Mr. Haughey to work as secretary to Mr. Moore which you agreed?

A. Correct.

Q. I think is it correct that the Chief Whip's office was attached to the Taoiseach's office and you continued to operate the Leader's Allowance whilst working as secretary to the Chief Whip?

A. Correct.

Q. I think you have informed the Tribunal that there were a number of general elections in 1991, 1992 as a result of which after which, Fianna Fail went into Opposition, isn't that correct?

A. That's right.

CHAIRMAN: Is it '91?

MR. COUGHLAN: '82, I do beg your pardon, '81 and '82.

And whilst Fianna Fail were in Opposition, you began to work as a private secretary to Mr. Haughey and remained as one of his private secretaries, both in Opposition and in Government, until his retirement as Taoiseach and as Leader of Fianna Fail in 1992.

A. Correct.

Q. I think during that period you also remained responsible for the administration of the Leader's Allowance during this period, is that correct?

A. That's correct.

Q. I think you informed the Tribunal that you were never specifically engaged to administer the Leader's Allowance?

A. That's right.

Q. A function that just grew, as far as you were concerned?

A. It followed me around.

Q. It became part of your duties through your initial position as secretary to the Head of Research and that you retained this function throughout your employment in Leinster House?

A. That's right.

Q. During your employment, the administration of the Leader's Allowance constituted only part of your overall functions and occupied no more than one or two days a month of your working time, is that correct?

A. Correct.

Q. The rest of your duties were of a very mixed secretarial, administrative and political nature?

A. Correct.

Q. I think those duties included dealing with telephone queries in relation to political matters that were not appropriate for civil servants to handle and which were not constituency matters, secretarial works, on early drafts of party speeches and addresses before they went to the press office and the general administrative work in running an office, is that correct what your duties were?

A. Yes.

Q. I think you have give an example that you were requested to oversee the introduction of a new work system for the office, is that correct?

A. Correct.

Q. Computerization of the office was a big and time consuming job involving installation, staff training, maintenance and ongoing updates?

A. That's correct.

Q. And it was part of your duties to oversee that, is that correct? From approximately 1981 to 1987, you also dealt with all personnel matters relating to the Fianna Fail

secretarial staff employed in Leinster House and in the constituency, is that correct?

A. That's correct.

Q. Now I think you have informed the Tribunal that the Leader's Allowance was administered through a bank account number 30208062 at the Allied Irish Banks branch at Lower Baggot Street, is that correct?

A. That's right.

Q. That this was a current account and that during Mr. Haughey's time as Leader, the authorised signatories on the account were Mr. Haughey himself, Mr. Ray McSharry, TD and Mr. Bertie Ahern, TD, is that correct? And that during Mr. Lynch's time as Leader, there were different signatories including Mr. Lynch himself but that you can not recall exactly when the account and signatories were changed?

A. That's right.

Q. I think you have informed the Tribunal that cheques required two signatures, is that correct?

A. Correct.

Q. That you were not a signatory on the account but that you were responsible for keeping the cheque books and preparing cheques for signature?

A. Right.

Q. And I think you have informed the Tribunal that in addition to the current account at Allied Irish Bank, Baggot Street, you were aware that there was a deposit account at the same

branch and a deposit account in the Agricultural Credit Corporation.

A. That's correct.

Q. I think that there were no cheque books for either of these accounts and you can not recall the signatories on those particular deposit accounts. I think you have informed the Tribunal that on occasion when there was a surplus in the current account, you would arrange a transfer of some monies to the deposit accounts as the deposit accounts bore interest and the current account did not. And on occasion, when the current account was short of funds, you would arrange for the transfer of monies back into the current account, is that correct?

A. That's right.

Q. As you were not a signatory on any of the accounts, such arrangements generally involved you preparing letters authorising the proposed transfer which would be signed by the relevant signatories, is that correct?

A. That's correct.

Q. That such transfers occurred on an occasional basis and it would not have been a regular feature of the operation of the current account, is that correct?

A. Correct.

Q. And that in fact your recollection is that the current account was frequently short of money and you would try to persuade people such as the press office to cut back on expenses and outgoings met from the account, is that

correct?

A. Yes.

Q. In other words, you'd be jogging people on, saying would you mind taking it a bit easy, we are a bit shy of funds in the account, would that

A. Exactly.

Q. Now I think you have informed the Tribunal that the Leader's Allowance was paid by cheque in the name of the Party Leader on a monthly basis, is that correct?

A. Correct.

Q. That in Mr. Haughey's time, Mr. Haughey would endorse his name on the back of the cheque and give it to you to lodge in the bank.

A. That's right.

Q. That you made the lodgments personally in AIB Baggot Street, is that correct?

A. That's right.

Q. This was usually done on a monthly basis but on occasion, you would miss a month if, for example, you were on holidays and the two months' cheques would be lodged together with the following months.

A. Yes.

Q. I think you have stated that you already described how occasional lodgments were made to the accounts were related to deposit accounts but this was not a regular feature of the accounts as far as you can recollect.

A. I don't honestly remember how many or how frequent it

was. I don't remember.

Q. Right. I think you have informed the Tribunal, on occasions, sums would be lent to Fianna Fail headquarters in Mount Street for party purposes and the repayment of these sums, which were always repaid, would be lodged to the Leader's Allowance account. And I think you have examined the bank statements furnished to you by the Tribunal and you note that there appears to be further sums lodged to the account which may not fall into the categories you have described, that is from the deposit accounts or money coming back from Mount Street which had been lent, isn't that correct?

A. That's correct.

Q. You have no specific recollection of these lodgments or of whether you would have known the source of these lodgments at the time they were made, is that correct?

A. That's correct.

Q. And I think you have no specific recollection of whether you would personally have made lodgments although you accept that it is possible and indeed likely that you did so?

A. That's right.

Q. And I think you have informed the Tribunal that you would generally spend a few days each month administering the Leader's Allowance, is that right?

A. That's correct.

Q. This involved getting the relevant invoices together and

preparing cheques to pay off the outstanding amounts, is that correct?

A. Correct.

Q. The amount of work involved varied and you would be much busier during any time immediately after elections and at the time of the Ard Fheis?

A. Before and after Ard Fheis.

Q. You would be run off your feet in those times?

A. Something like that.

Q. You kept details of all cheques in a ledger in which you would note the date of the cheque, the payee, the sum and the purpose for which the cheque was drawn?

A. That's correct.

Q. So that what you were talking about there is, as far as you were concerned, you had a proper bookkeeping system in existence

A. Oh absolutely.

Q. And you were accounting for all of your dealings on the leader's allowance account in these ledgers?

A. Absolutely.

Q. And I think you have informed the Tribunal that over the period when you administered these accounts, that there would have been two or possibly three ledgers for the whole period, would that be correct?

A. Yes, it was approximate, I don't know how many of them.

Q. More than one?

A. Oh yes.

Q. And I think you informed the Tribunal that you also kept the invoices on foot of which the cheques were prepared and these were filed after the cheques were paid?

A. That's correct.

Q. And I think you say that over the 15 years or so during which you administered the Leader's Allowance, you physically moved office on a number of occasions, is that correct?

A. That's correct.

Q. During Mr. Haughey's time, you would have moved office on going in and out of Government and also on the opening of new Government Buildings in 1987?

A. Yes, correct.

Q. And I think you have informed the Tribunal that you do not specifically recall what happened the existing files and filing cabinets on the occasion of each move but feel it unlikely that all of the invoices over fifteen years were maintained in active files and transferred on each occasion, that's each occasion of the move, is that correct?

A. Yes, I think so.

Q. I think I'll come back and ask you something about that later. I think you would also have noted the payee and the purpose of the cheque on the cheque stubs?

A. Yes.

Q. As you were preparing the cheques and the books of cheque stubs were filed and kept after each cheque book was

finished.

A. That's right.

Q. Would they have been kept in the same failing cabinets as the invoices that you filed away?

A. They would they were kept in the same filing cabinet, I think I don't know whether there was one or two actual filing cabinets

Q. Yes, that's what I was just wondering, can you remember how many filing cabinets? Like what volume of documents are we talking about?

A. I think there were two filing cabinets.

Q. Two filing cabinets.

A. Yeah.

Q. And just in that regard, you were not only the administrator, if I may put it that way, but that you one of your specific duties was the overall administration or overseeing of the introduction of a new system in the office as well, is that correct?

A. What time are you referring to now?

Q. Well I am asking you. Over any period, any period when Mr. Haughey first of all

A. In Opposition, it was considerably more hectic because we had the computerisation system going on then and there was a fairly large increase in staff.

Q. I wonder could I ask you just to sit a bit closer to the microphone, so that everybody can hear you.

A. I beg your pardon, sorry.

Q. Well, can I take it that you yourself have no recollection of actually filleting the files, that is disposing of old documents, do you?

A. Oh no. I didn't dispose of files. The cheque books and the accounts

Q. No, but I am talking about the periods of moves. Just to get rid of old documents in the period of moves?

A. There was never a huge volume so there was no need to make room by

Q. So you think that over the 15-year period, there was no need to make room for more up-to-date documents, as far as you can recollect?

A. I don't think so.

Q. You don't think so?

A. I don't think so.

Q. So that's really so that if you yourself hadn't got rid of old stuff just to make room for new stuff, you certainly didn't ask anyone else to do it either?

A. No, no.

Q. So that to the best of your recollection, you think there was one filing cabinet and you never had to clean out old documents to make way for new stuff?

A. The only thing, when you move offices, move office as often as we did, particularly moving into the new Department of the Taoiseach at the time, I may have, but you wouldn't have thrown out anything of any cheque books or cheque book stubs or anything like that.

Q. I was just thinking of sort of you might think or anyone might think that invoices going back 15 or 20 years might be, if they were getting in the way of filing new stuff, that you might just clean out old files. But you have no recollection of ever doing that?

A. I don't actually remember, no, throwing them out.

Q. You don't remember?

A. I don't remember.

Q. And as far as you can recollect, there was one filing cabinet?

A. It was one no, I think it was one or two.

Q. One or two?

A. Yeah.

Q. One or two filing cabinets and as far as you can recollect, those one or two filing cabinets would have contained invoices or letters on which you made payments in respect of

A. Yeah.

Q. And would also have contained the old cheque books, the stubs of the old cheque books?

A. Definitely, yeah.

Q. And all of them over the period you think?

A. Yeah yeah, because yes, they were. Yes, they were.

Q. I think and just to be clear, when you were moving offices, I take it that some moving men came with little trollies or lifts and moved filing cabinets out as they

were and into wherever you wanted them?

A. Sometimes it worked like that.

Q. Sometimes you had to ask people

A. Sometimes it was a black plastic bag job, you had to load it in and then get it over and load it into another filing cabinet.

Q. Very good.

A. Boxes and...

Q. I think you have informed the Tribunal that for practical reasons and for convenience, you would generally ask Mr. Ahern to sign a number of blank cheques in advance of you completing the details and that you would retain the cheques until you completed the details on them, is that correct?

A. That's right.

Q. And that although Mr. MacSharry was also a signatory, you do not specifically recall asking him to sign cheques and certainly would not have done so after he left Dublin on his appointment as European Commissioner 1989. So as far as you were concerned, the two signatories that you looked for were Mr. Ahern and Mr. Haughey, is that correct?

A. That's right.

Q. And for convenience sake, to enable you to do your work at its appropriate time, would you ask Mr. Ahern to sign some cheques in blank to enable to you fill in the details subsequently before you presented them for countersignature?

A. That's correct.

Q. I think you have informed the Tribunal that once the cheques had been prepared by you, you would go to Mr. Haughey's office with a list of the cheques, all of the invoices and the prepared cheques, is that right?

A. That's right.

Q. I think you have informed the Tribunal that you would, Mr. Haughey would go through each item, occasionally raise queries or discuss individual items and then sign the cheques?

A. That's correct.

Q. I think occasionally he would not be in a position to do so immediately, he might be busy on other matters, and you would leave all of the material with him and at a later stage, he would call you when he was in a position to sign the cheques and once the cheques had been signed, you arranged for them to be sent to the payees?

A. Correct.

Q. So can we take it that the way it operated then was you would have a number of blank cheques signed by Mr. Ahern initially, you would have gathered together whatever invoices or other documents which related to payments which had to be made, you would fill in the name of the payee, the amount both in figures and in manuscript

A. That's right.

Q. And then you would take them, together with the invoices, to Mr. Haughey, you would give him the invoices and the

cheques as made out so far and he may raise a query in relation to one or two of the matters?

A. There was a list of them.

Q. There would also be a list

A. Yes, he'd go through the list.

Q. There would be a list, he'd go through the list and then once he was satisfied, he'd countersign them either then or call you back later if he was busy and then you would post them or get them to whoever they were to go to. Is that

A. That's correct.

Q. And when you say there was a list, that was was that a typed list made out by you

A. It was, yeah.

Q. Accompanying whatever invoices or a description of what the payments related to?

A. A list of the company and a brief detail of the name and the amount.

Q. And after you had sent off the cheques, you filed away the invoices, is that correct?

A. That's right.

Q. Did you also file away the accompanying list?

A. I would assume I did, but I am not I haven't a clue.

Q. Now I think you have informed the Tribunal that a range of expenses were met out of the Leader's Allowance, that the main areas of the expenditure were in respect of the research, press, and the Party Leader's office and covered

salaries of people employed in those offices, together with the cost of office equipment, stationery, photocopying, fax, travel and overnight expenses.

A. That's right.

Q. That would be the broad spectrum of running an office, isn't that correct?

A. Right.

Q. I think that you have informed the Tribunal that the Leader's Allowance was also used to pay for photography and printing for political launches and conferences which could include the hire of hotel facilities and incidental Ard Fheis expenses.

A. That's right.

Q. I think that the bulk of Ard Fheis costs were met by Fianna Fail party headquarters but that there were certain additional expenses such as entertainment for visiting dignitaries and the press and back-up services which were met from these allowances, you mean the Leader's allowances?

A. That's right.

Q. And I think you have informed the Tribunal that these allowances were also used to cover the Leader's travel expenses while on party business?

A. That's right.

Q. I think, is it correct to say there that the Leader may be travelling officially on state business but may attend to some party business whilst he was travelling and that an

adjustment would be made, there would be the, the State would be recouped out of the Leader's Allowance for any aspect of the trip that may relate to party business?

A. That's correct.

Q. I think that during the 1980s, there was an increase in number of party conferences held in addition to the Ard Fheis and these are youth conferences, women's conferences, agricultural and business conferences, is that correct?

A. Yes.

Q. And that the organisation and presentation of these conferences became increasingly sophisticated and expensive?

A. Yeah.

Q. Certain of these expenses would be met from the Leader's Allowance, is that correct?

A. That's right.

Q. And during election periods, there would be increased demands on the Leader's Allowance to cover travel, publicity, and related election expenses?

A. That's correct.

Q. I think you have informed the Tribunal that occasionally official travel would incorporate an element of party business and, on return, the expenses were separated and the State would be reimbursed for the party element of the expense from the Leader's Allowance. Other items of a similar nature might also have risen from time to time and there were occasional unique items such as gifts for

visiting dignitaries and others, the details of which you have no specific recollection?

A. Correct.

Q. So can we take it from the, or is it your recollection that the type of drawings which you would be administering on this allowance well first of all, they'd have been the salary and wages of staff?

A. Yes.

Q. That would be a fairly regular transaction. There would be other type of you would perhaps on occasion have to reimburse the State after you had received some sort of a breakdown of an account from the Taoiseach's office or the Department of Foreign Affairs or Finance or something like that?

A. Correct.

Q. And then you would have all the other type of expenses. You might have travel expenses over and above that, travel expenses, hotel expenses, and the normal office expenses of buying equipment, maintaining equipment, matters of that nature, is that correct?

A. That's right.

Q. And can I take it that, as far as you can recollect, that you, before you filled in a payee or an amount on a cheque, that you yourself would satisfy yourself that there was some sort of backing documentation or a reason for the payment?

A. Yes. I don't remember yes, I was sure of the details

before I'd print the cheque.

Q. It was your job?

A. Yeah.

Q. It was your job and can we take it you would consider yourself conscientious at doing this?

A. I did.

Q. And you then kept a ledger where you noted all of this?

A. All of the details.

Q. And you filed away all of the backing documentation relating to payments?

A. Yes.

Q. And as far as you were concerned, it was always there for scrutiny?

A. It was always there.

Q. And can I take it as well that, as in any office or any organisational situation, there'd be a petty cash box or something like that, that there might be small sums of money in cash kept?

A. There wasn't really, because there was no need for it.

Q. There wasn't a need?

A. You know, on a very odd occasion.

Q. And did you keep a petty cash book? There was no need for that as far as you were

A. There wasn't really, no.

Q. There wasn't. Well, and as far as you were concerned, when you went to get the second signature on the cheque from Mr. Haughey with your backing documentation and in a

position to respond as best you could to any queries that might be raised I suppose, did you always receive the cheques countersigned and the documents back to enable you to send the cheque to the payee?

A. As far as I remember, I did. You see, I have nothing I am only surmising, I have nothing to base any of the information on. It's all from my memory and I don't

Q. Yes, that's what we are looking for assistance on.

A. I don't know. As far as I know, I got the stuff, everything back from him.

Q. Just relax and think about it, Ms. Foy now, because what we are talking about here is just your memory. We know at this stage, that the at the moment, you have no access to these two filing cabinets or any documents that may have been involved.

A. Correct.

Q. But I think you, in your statement, have already it accords with your memory today of what you have informed the Tribunal, that once this procedure had been gone through with Mr. Haughey, you took the cheques away?

A. Yes.

Q. And you sent them off?

A. Yes.

Q. And that's what you would have expected, isn't it, that that was your job to do that?

A. Absolutely, no problem with that.

Q. And can we take it that you'd know who the wage and salary

payments were to go to, you'd have known those people?

A. Yes.

Q. And you'd have had an address to send a cheque to any payee if you had

A. Yes.

Q. And invoice for goods or services supplied or travel expenses, hotels, matters of that nature.

A. Yes, I'd have that.

Q. And I think is it correct that you have informed the Tribunal that you have no specific recollection of cash drawings being made from the account?

A. I haven't.

Q. That you may have been asked on a very few occasions to make out a cheque for a certain amount but to leave the payee blank or to leave it out to cash if the details were not available but that the purpose of the payment would have been inserted and recorded on the cheque stub. Could we take an example of that as to what service or goods may have been obtained from somebody? Would that be

A. I can't state specifically, a specific case where

Q. You can remember that?

A. Yes, but it must have been, if a cheque was made out to cash, because I just don't remember.

Q. No, and this is what we are inquiring into, Ms. Foy. As far as you are concerned, operating your administrative system, you always had backing documentation before you took the cheques to Mr. Haughey, is that correct?

A. I would have had details of whatever the cheque was for.

Q. Yes. And can we take it

A. In the accounts either in back-up or I would have been told what it was for and it would have been on the stub.

Q. Yes. But that's what I am just trying to tease out with you, if I may. Before you would have filled in the amount in either figures or manuscript and the name of the payee, you would have known what the cheque was for?

A. Yes.

Q. And you would have filled that in on the cheque stub.

A. Yes.

Q. Even if you didn't have an invoice at that stage?

A. That's right.

Q. But you always, in doing this particular transaction, always had a reason for filling out the cheque?

A. I'd have the information I was given.

Q. And I can understand that you would have had the information which would have been in the normal course of business, of receiving bills and paying bills, paying wages and that sort of thing, is there any other type of information you would have been given to enable you to fill in a cheque?

A. I don't follow you.

Q. Sorry, I'll just try to be clear so. In the normal course of doing your work, administering this particular account, you would have received bills.

A. Straightforward.

Q. Straightforward, received bills?

A. Yeah.

Q. And you'd know first of all, you'd check to make sure they had to be paid I suppose. That the goods and services were supplied, that there was no dispute about it, right. You had satisfied yourself about that. You had a number of blank cheques which had been pre-signed by Mr. Ahern.

A. Yes.

Q. You would know the purpose for which every cheque you were writing up was for?

A. Yes, in those circumstances.

Q. Right. Well let's just take those circumstances to begin with. You would fill the name of the payee and the amount in both manuscript and figures on the cheque book. You would record it on the cheque stub and you would record it in the ledger?

A. Yes.

Q. You would take them to Mr. Haughey and in the normal course of business, whatever few queries may have been raised, he signed them, you'd take them away, is that correct?

A. That's correct.

Q. You would transmit the cheque to the payee.

A. Yes.

Q. And you would then file away the invoices and at the completion of a cheque book, you would file away the stubs?

A. That's right.

Q. And that can be so that was always so in respect of the general running of the office, is that correct?

A. Certainly.

Q. Now, apart from something we are going to come to in your further statement, which I won't ask you to comment about or, further memorandum, I won't ask you to comment about immediately, is there any other circumstance whereby you would have taken a cheque to Mr. Haughey?

A. If I went to Mr. Haughey to get a cheque signed, I'd have the documentation with me.

Q. So is it your recollection that you cannot think of any other circumstance whereby you would have gone with effectively a blank cheque or a cheque made out for a figure but left the payee blank?

A. I wouldn't go to him with a blank cheque.

Q. And can we also take it that you would not have gone or can we, is it the situation, would you ever have gone to Mr. Haughey with cheques made out to cash?

A. I don't remember ever going to him with a cheque made out to cash and asking him to sign it. I don't remember doing that.

Q. We are going now to deal with a number of cheques you have been asked to, which are for significant sums of money and made out to cash.

CHAIRMAN: I think we are probably now, Mr. Coughlan, just moving on to specific instances. It's about half-way through Ms. Foy's evidence, so perhaps now would be a

convenient time for us to adjourn for lunch and if it's suitable to you, Ms. Foy, we will take up the remainder of your evidence up at a quarter to two. Thank you very much.

THE TRIBUNAL THEN ADJOURNED FOR LUNCH.

THE TRIBUNAL RESUMED AS FOLLOWS AT 1:45PM:

CHAIRMAN: Good afternoon.

CONTINUATION OF EXAMINATION OF MS. FOY BY MR. COUGHLAN:

CHAIRMAN: Thanks, Ms. Foy.

Q. MR. COUGHLAN: Ms. Foy, just before lunch, in case I was confusing you in any way, is it the position that when you went to Mr. Haughey to have cheques signed, if you had an invoice, you would make out the cheque, the payee and the amount, is that correct?

A. That's correct.

Q. And were there ever occasions when you made out a cheque where there wasn't an invoice?

A. There were occasions when I did that but that in the normal run of paying accounts monthly and doing salary cheques and that, I initiated those cheques.

Q. Yes.

A. But in other cases where I there were other cases which I was asked to make out cheques.

Q. By whom?

A. It was more than likely by Mr. Haughey.

Q. By Mr. Haughey. And when you were asked to make those out, were you asked to make out a specific payee or were you ever asked to make them out to cash that you can remember?

A. I I may have been asked to make them out to a particular person. In the cases of ones for cash, I would not have initiated those.

Q. So just to be very clear now, from your own point of view, all cheques on the account were either made out by you in respect of an invoice, an invoice to which they corresponded or they were wage cheques for example?

A. Yes.

Q. Or alternatively, you were asked to make them out by Mr. Haughey, that's your recollection?

A. That's right.

Q. But all cheques that you dealt with were done in either of those ways?

A. That's right.

Q. You never did anything of your own notion, that's what I really

A. No.

Q. Now, if we could just for illustrative purposes, if we could just put up a portion of one of the statements on the account, just to show what the normal operation of the account was and I think, do you have a copy of the accounts there? Perhaps if you just look at the monitor there, you will just see it, that I will just refer you to a hard

copy now, I believe it's page 55 of the accounts. Just by way of example (Document handed to witness.) The normal running of the account seems to relate to uneven figures and pence involved and matters like that and seem to relate to specific bills or invoices that you might have?

A. That's right.

Q. Isn't that correct? And there would be a fair number of those type of transactions going on?

A. That's correct.

Q. As far as you were concerned. And were the staff salaries and wages, were they paid by cheque?

A. By cheque.

Q. So you knew what they were about again and again they might be reflected in some of the drawings; isn't that correct?

A. That's right.

Q. And then we do have, as you know from the matters which were brought to your attention and which you saw during the course of the outline statement this morning, some larger drawings on the account, isn't that correct?

A. That's correct.

Q. Which are, there is some of them there, there's one there for £10,000, for example, it's a round sum figure and it's not in the ordinary pattern or run of the account, isn't that correct?

A. That's correct.

Q. I just wanted to point this out by way of illustration.

The account statements are generally like that, lots of small transactions for uneven figures appear to relate to specific bills?

A. The normal run of things.

Q. The normal running of an office?

A. Yes.

Q. Very good. Now, whilst you believe that there were occasions when you would have been asked by Mr. Haughey to make cheques out for which there was no invoice and you believe that some of those may have related to cash, you have no specific recollection I think of cash drawings being made from the account, is that correct?

A. If I was asked to make out a cheque for cash, at the time I was asked to make it out, I would have been given a specific reason for it.

Q. You would have?

A. I would have been told what it was for.

Q. I see.

A. And that would have been written into the accounts.

Q. I see. I just want to ascertain from you now, if you were asked to make a cheque out payable to cash, would you have put the reason on the stub?

A. I would, and in the accounts.

Q. And you would have entered the reason in the ledger?

A. I would have.

Q. And you would only have written it out to cash at the request, you think, of Mr. Haughey, is that correct?

A. Yes.

Q. And you would also have accepted, I take it, any reason that was given to you, he was the

A. I have no reason to doubt.

Q. And if you made cheques out to cash and I think we will come on to deal with some specific ones in a moment which are for significant enough figures, isn't that correct?

Those particular cheques, would they have been given to you to do something with them or would they have been retained by Mr. Haughey as far as you can recollect?

A. There some of the when I saw smaller there's one there for €5,000 and one for €7,500, they appear to be cashed on the same day that they were drawn.

Q. Yes.

A. In the same bank.

Q. Yes. That's Allied Irish Banks in Baggot Street, yes.

A. I can only assume that I would have cashed them but I don't know, I don't remember.

Q. Right. Well perhaps we will just go into some of the specific cheques and you can tell us what your recollection is relating to them. The first one is just before we deal with the specific cheques, if I might just refer you to the cheque dated the 16th June, 1989 in the sum of €25,000. I think it's the last one...

A. Yes.

Q. In the series of cheques you have been asked for your comments on. And we have had evidence this morning that

that particular cheque payment found its way into an account called an Amiens account in Guinness & Mahon Bank?

A. I heard that.

Q. Now, can I ask you this; did you ever take that cheque to Guinness & Mahon Bank?

A. I have no I have never been in Guinness & Mahon Bank.

Q. Right. Did you ever send that cheque or any cheque to Guinness & Mahon Bank to your knowledge?

A. No.

Q. No?

A. I had no dealings with Guinness & Mahon.

Q. Right. I'd like to extend that a little then. Did you ever have any dealings with Mr. Desmond Traynor? Did you ever convey any cheque to him?

A. No. I know the name but I have never had any dealings with Mr. Traynor.

Q. You never dealt with Mr. Traynor?

A. No.

Q. You just know the name. Did you ever deal with Mr. Traynor's secretary, to your knowledge, a Ms. Joan Williams?

A. I have spoken to her on the phone but that might have been only to get her on the phone to talk to Mr. Haughey.

Q. To talk to you would just get her on the phone?

A. Just get her on the phone to talk to Mr. Haughey. I never had any conversations with her of any description.

Q. I see. But you do recollect, I take it, that Mr. Haughey

might ask you to get any number of people on the phone?

A. Yes, it's just I know the name.

Q. You know the name and you remember contacting her to say

Mr. Haughey wished to speak to her; is that correct?

A. Yes.

Q. Right. Well, when you were making that connection for Mr.

Haughey, can you recollect whether you were asked to get

Ms. Williams or Mr. Traynor can you remember who Mr.

Haughey wished to speak to?

A. I can't.

Q. But you know the name?

A. I just know the name but I have had no dealings with her.

Q. So far as you are concerned, you have no knowledge, good,

bad or indifferent as to how this particular cheque found

its way in the Amiens account?

A. I never even heard of the Amiens account.

Q. And the first time you knew about it where it ultimately

resided was when the Tribunal brought this to your

attention and this started the line of inquiry, isn't that

correct?

A. That's correct.

Q. I'll come back to it in a moment. If we go back now to the

first cheque, which is a cheque dated 4th February, 1981

for the sum of œ8,332.32 and the payee is Allied Irish

Banks and what's your recollection or do you have any

recollection first of all?

A. When we spoke about this sometime ago, I said that I

thought that the only reason I would make a cheque out to Allied Irish Banks would be to purchase a draft of some description.

Q. Yes.

A. But that's only working on assumption.

Q. That's just an assumption?

A. Yes.

Q. Can I just ask you about, first of all, if we look at the cheque itself, we know it's signed by Mr. Ahern and Mr. Haughey, is that correct?

A. Yes.

Q. And can we take it that as is your recollection, that Mr. Ahern's signature would have gone on to that cheque, to the best of your recollection, blank?

A. Yes.

Q. The counter signatory is Mr. Haughey's, is that correct?

A. That's right.

Q. The date, whose writing is that?

A. That's mine.

Q. And Allied Irish Banks?

A. Is mine.

Q. The amount in writing?

A. Mine.

Q. And the figures?

A. Mine.

Q. Right. Now, can I take it as this is paid to Allied Irish Banks, it doesn't fall into the categories of cheques where

you would have had an invoice of it to the best of your knowledge?

A. Well, if I used that for purchasing a draft, I would have had something that was basing that on, I would assume I had an invoice.

Q. You assume?

A. Yes.

Q. Why would you do that over the assumption that you were asked to do it by Mr. Haughey? I am just asking you if you can assist the Tribunal in that regard?

A. I haven't got an answer to that. I don't know.

Q. Okay. Well in any event, you think because there is a payee, albeit a bank and you assume that it was for the purchase of the bank draft, you assume you must have an invoice. Now, again the next cheque I think you were asked to look at I think that if you were purchasing an invoice, would it always be sorry, purchasing a draft, would it always be an Irish draft you'd be purchasing?

A. Well, it could be a dollar draft or sterling draft. It's guesswork on my part.

Q. Why would sorry, just in the normal course of the business of running the Allowance and the office, why would a draft be necessary for anything?

A. If it was going abroad.

Q. If it was going abroad so if it was going abroad you believe that it must have been in a foreign currency?

A. Yes.

Q. And what type of transaction would that be in respect of, do you think?

A. Mr. Coughlan, I am sorry, I have no idea. It's 1981. I don't know.

Q. Okay. Sorry, it's 1991?

A. 1991.

Q. I wonder if that assists you any. Well, what type of thing do you think it might be in respect of that you'd have an invoice you'd need to get a draft for what is an uneven figure but a substantial figure, is that correct, the uneven figure may relate to converting it into an even figure in a foreign currency, I am not sure about that.

Would there

A. Would the bank not have a record of the purchase of

Q. I am just asking you, do you have any idea? What type of bill would you have been paying abroad in general terms, do you think, that would require the purchase of a foreign draft?

A. If if there was travel abroad, it may have had something to do with that.

Q. I am not trying to

A. I am only surmising because I don't I am sorry

Q. All we are trying to do is assist you with your recollection to see if you can assist the Tribunal but can I take it that in the normal course of events, would you have used the services of a travel agent or somebody like that to arrange travel?

A. I don't think I didn't specifically arrange, make travel arrangements.

Q. But to if this was for the payment and you believe that you must have had or you assume that you must have had an invoice, it was obviously from a foreign source; isn't that correct?

A. Yes.

Q. And was that

A. I can't the only reason I am assuming that is because I can't think of any other reason why I would make a cheque out to AIB.

Q. Very good. But what I am trying to establish is was there a pattern of making payments abroad is what I am really trying to establish.

A. I don't think there was.

Q. Yes.

A. I don't think there was.

Q. Now, if this was if it was in respect and you are only assuming now for a moment, if this was in respect of something like travel abroad, would that have been in respect of the Leader himself?

A. I would imagine so.

Q. Am I correct in thinking that at this time, in February of 1991, Mr. Haughey was the Taoiseach?

A. He was, yes.

Q. And can I take it that in the normal course of his travel, it was done by a State Agency?

A. That's right.

Q. And we do know of situations whereby something personal, sorry, something for the Party was done when he was conducting State business and you would receive an account from the Department of Finance?

A. Of the Taoiseach.

Q. Or the Taoiseach and you would reimburse them from the Party side of things?

A. Yes.

Q. So can you think of any other Party activity which would have warranted because I take it this all had to do with the Party, but can you think of any other Party activity around this time which would have warranted making a payment abroad if this was for the purchase of a foreign draft?

A. I have racked my brains on this and I have come up blank. And when I said to you it could have been for travel, it's like clutching at straws really.

Q. I appreciate that. I think that Allied Irish Banks again may only be in a position to they have nothing specific on this, that there is a trace number in close proximity to the cheque for a transaction on the sum of I think about €6,829.82 but there is a difference, they can't find the on their trace, they can't find the specific draft being purchased for this particular sum but they find a transaction with a tracing number in close proximity for another transaction. Do you know anything about it at all?

A. No, that's that's what I was saying, I really don't I really don't remember.

Q. All right. Well perhaps it might be of assistance if we go on to the next cheque which you very kindly commented on to the Tribunal and that's one dated the 12th February, 1991, the sum of €12,914.50 and again the payee is Allied Irish Banks and this cheque was cashed on the date following the date on which it was drawn and you feel that sorry, it was your view when you furnished your Memorandum to the Tribunal that this again may have been used for the purchase of a foreign draft?

A. Simply because it was made out to AIB.

Q. That it was for the purchase of a draft in the first instance and maybe a foreign draft?

A. Yes.

Q. Because can I take it you can have no understanding of purchasing

A. An Irish draft.

Q. No. You would have no need for it in the conduct of business of the office?

A. I don't ever remember purchasing an Irish draft.

Q. Allied Irish Banks, there will be evidence from Mr. Alan Kelly of the branch, do you know Mr. Al Kelly?

A. No, I don't.

Q. No. And they have been asked to comment on this and he will give this evidence that this cheque was debited to the account on the 13th February, 1991, it would appear that

this cheque was used to purchase an Irish pound draft at the branch as a corresponding amount with a tracing number in close proximity to that which the cheque was lodged to the Irish pound draft account on that day. He says, "However, I cannot be absolutely certain that the two transactions are related. A copy of this Irish pound draft or any requisition for the draft are no longer held, the retention period having passed."

Does that assist you at all, do you think ? It may have, maybe you didn't carry out the actual transaction in the bank?

A. It could be and you see, what I am saying to you is based a lot on assumptions because I was dealing with the account. I may not have purchased the drafts but because I have no memory, I can't say emphatically I did or I didn't.

Q. But from your experience of bookkeeping and dealing with banks, it would be your belief that these cheques that were made out to Allied Irish Banks were probably made out for the purchase of drafts?

A. Yes.

Q. And I think you can confirm that you would have had no need, in the course of conducting the business of the office, utilizing the Allowance for the purchase of drafts for any customers who supplied services or goods?

A. No, not in the normal course of events at all.

Q. And for reasonably large sums of money like this. Now, I

think the next cheque which is dated the 4th April, 1991 and that's for €5,000 sorry, before I move from the last one, can you just confirm that the writing other than the signatures is yours?

A. It is, yes.

Q. And the next one is a cheque dated the 4th Allied Irish Banks, 1991 and that's for €5,000 and made payable to cash. Again is the writing other than the signature is yours?

A. It is, yes.

Q. I think you have informed the Tribunal about this, that you have no recollection of this cheque, "the reason it was made out to cash or the purpose for which the cash may have been applied. I note that it was cashed on the same date as which it was drawn at the AIB Baggot Street and I accept that in those circumstances, I may well have personally cashed it. However. I have no recollection of doing so or of being asked to do so."

A. That's correct.

Q. You don't remember carrying €5,000 in cash, do you?

A. I don't. As you see, I was in the habit of just once a month going down to cash Mr. Haughey's own cheque.

Q. Yes.

A. Maybe that clouds my recollection but that is the only recollection of any cheques I cashed there.

Q. €5,000 would be a fair amount of cash as well too, you might remember that if you were carrying that over and

above what you usually carried.

A. I honestly don't remember. I am sorry.

Q. Now, the next one is a cheque dated the 11th September, 1991 and that was for €10,000 cash and can you say whether the writing other than the signatures is yours?

A. Yes, it is.

Q. It is yours. Do you remember cashing that?

A. I don't. I don't.

Q. And can we take it that if you are carrying €10,000 sorry, it was cashed I think, isn't that right? It was cashed at the branch?

A. The same date, yes.

Q. Yes, the same date. Can I take it that if you did that, you surely would remember carrying €10,000 in cash, whatever about 5?

A. I wish I had a memory.

Q. It's getting a bit bigger anyway, 10,000 might create a larger satchel or envelope to carry it in.

A. I assume if I cashed a cheque for €10,000, I would have a means of carrying it but I didn't go to the bank by myself.

Q. Who did you go with?

A. Much earlier on the bank had asked me not to go down by myself and cash cheques, that when I was going, to have

Q. That specifically related now just to payment, salary cheques?

A. No, that was related to cash and cheques so any time I went to the bank to cash the cheque, I had somebody with me so I

didn't I don't remember that. I don't remember cashing
cheques other than Mr. Haughey's salary cheque.

Q. And maybe expenses cheque but that would be it, is it?

A. Yes. That's all I remember.

Q. And I am not asking you to talk about particular amounts of
that but they were you would never have been cashing a
cheque for €10,000, I take it you cashed Mr. Haughey's
cheques monthly or whenever they were paid?

A. And those specific amounts, the bank had asked me not to go
down.

Q. That was in relation to just Mr. Haughey's salary cheques?

A. Yes.

Q. And you were accompanied by somebody then?

A. Yes.

Q. Who was that?

A. Mr. Haughey's minders.

Q. I take it do you mean official minders?

A. Yes.

Q. Members of the Gardai Síochána?

A. They would drive me down and wait while I collected and
come away then, so as I did that with those specific
cheques if I was going to the bank for cash.

Q. You would always be accompanied?

A. Yes.

Q. But you have no recollection of bringing back €10,000 in
cash?

A. No.

Q. Would there have been any need, as far as you were concerned, either in respect of the €5,000 or the €10,000, for you to have access to that amount of cash for the running of the office?

A. No.

Q. The next one I think the Tribunal asked you to look at was a cheque dated the 18th September, 1991 in the sum of €7,500 and this was made out to cash and again is the writing yours on it, Miss Foy, other than the signature?

A. It is, yes.

Q. Now, that's about a week later after the €10,000 one and I think there's a mark on this particular cheque and yes, that's the €7,500 and I think there's a mark on that which has been drawn to your attention by the Tribunal; isn't that correct?

A. That's right.

Q. And it relates to information which has been brought to the attention of the Tribunal by the bank and it would indicate that it may have been paid in French francs, isn't that correct?

A. That's right, I was told that.

Q. And I think you accept this but you have no recollection of cashing the cheque or of being paid in French francs?

A. That's right.

Q. Again, can I take it for the ordinary operation of the office here in Ireland, you would have had no need to have French francs?

A. No.

Q. And can I take it that if you had need to pay a bill abroad, you wouldn't have needed French francs in cash?

A. No. Not that I remember. I don't remember paying anything in I don't remember paying anything in French francs.

Q. Ever?

A. In cash like that, I don't.

Q. It's a draft perhaps?

A. Is it?

Q. It may be. But you still have no recollection?

A. No, I don't.

Q. The next cheque is a cheque dated the 26th September, 1991, again about a week after the previous transaction and there's a cheque in the sum of œ5,750 made payable to Celtic Helicopters and can we take it that the writing other than the signature is yours?

A. That's right, it is.

Q. And what do you think is the position about that cheque?

A. As far as I can recollect, I never made a cheque out to Celtic Helicopters unless it was on payment of an invoice or part payment of an account. I would have had invoices for it.

Q. I see. And would you receive the invoice from Celtic Helicopters directly from Celtic Helicopters or would you get it from Mr. Haughey, do you know?

A. It probably would have gone to Mr. Haughey to verify whether it was

Q. Pay a bill?

A. Whether it was party business or State business or private.

Q. Well, when do you ever remember making a payment to Celtic Helicopters on the Party Leader's Allowance other than this one?

A. Oh I did. I paid other invoices.

Q. Right. And

A. Specific ones now I can't tell you.

Q. Yes. I am just trying to ascertain this. Did you receive the bill in the post from Celtic Helicopters or did somebody else bring it to you?

A. I may have got it in the post or it may have been given to me by Mr. Haughey.

Q. Right. That's what I am trying to ascertain, how was it initiated? How did you get it?

A. I may have received it in the post in the Taoiseach's Department or it may have gone to Mr. Haughey's home and he'd bring it in and then it would go through the normal checking purposes to see what it's for.

Q. Can you recollect around that period, and I am not confining you to September of 1991, but I take it Mr. Haughey was still Taoiseach?

A. Yes.

Q. And I take it most of his travelling arrangements had a security aspect attached to them, would that be fair to say?

A. But you see if are you talking about maybe using the Air Corps.

Q. I am just asking you, what's your recollection?

A. It would depend on whether he was doing, on Party business or whether he was, what was it, if it was official business, he may use the Air Corps but Party business, he would use this company or another company.

Q. I see. So you weren't surprised or unused to seeing

A. No.

Q. Invoices coming from Celtic Helicopters, is that the position?

A. There wasn't a huge amount of them.

Q. And then the final cheque is the check for €25,000 that found its way into the Amiens account.

A. Yes.

Q. On the Celtic Helicopters' cheque, did you fill in all the writing on it sorry, just put it back up again

A. I think I did, yes I did.

Q. Very well. Now, we go to the €25,000 cheque. Whose writing is on it, do you know?

A. The date is mine, the amount written is mine and the figures are mine.

Q. Is the payee yours?

A. I don't know.

Q. You don't know?

A. I don't know. I can't

Q. Well, I will just have to ask you if you can assist the

Tribunal. You can't

A. Have you got the original? I have never seen the original of that.

Q. No, it's a microfiche. That's maybe we will get you a hard copy and if necessary, we will have it magnified.

(Document handed to witness.) What do you think, Miss Foy?

A. I can't confirm that I wrote that word "cash" there.

Q. Very good. Now, I will just take that slowly, if I may.

The copy you have been handed is reasonably clear, isn't that correct?

A. Yes.

Q. You were, in fairness, able to identify all of the other cheques that were brought to your attention, those that were made payable to Allied Irish Banks, Celtic Helicopters and even those made payable to cash?

A. Yes.

Q. Isn't that correct?

A. You are right.

Q. And you cannot confirm that that word "cash" written on that was written by you?

A. I can't.

Q. Do you think it was?

A. I don't know. It's only if I could see the original, I could say yes I wrote that or no, I didn't but it's comparatively clear on that.

Q. Well, it's comparatively clear. What do you think? After

all, it's your own writing, you were able to look at the other copies

A. I know.

Q. And you were able to be very clear, very honest to the Tribunal that you wrote them. Can I just

A. The very first time I saw that, it was a bad copy.

Q. Yes.

A. And I saw the amount in figures and suddenly I focused in on that word "cash" and I instantly had a doubt about it.

Q. Right. Well, just on the copy, just because it is the copy that you are dealing with and I understand that. Can you clearly identify on the copy you have the signature of Mr. Ahern?

A. Oh yes.

Q. Mr. Haughey?

A. Yes.

Q. €25,000 in handwriting is clearly, you can identify that?

A. That's mine, yes.

Q. And €25,000 in numbers, that's clearly yours?

A. That's correct.

Q. The date, the 16th June, 1989 is clearly yours, you have no difficulty in identifying those as yours?

A. No.

Q. And can I take it that the word "cash" is not in your writing so?

A. I have a doubt in my mind that I wrote the word "cash".

Q. You know, I think, that it ended up in Guinness & Mahon

Bank in an account called Amiens?

A. That's right, you told me that.

Q. I take it you can confirm that could not have been for the payment of any bill that you would have known about?

A. Not no.

Q. And you had never heard of Amiens?

A. I never heard of Amiens until

Q. Now, you have assisted the Tribunal by informing us of taking invoices and cheques made out by you for signing by Mr. Haughey. I think you have also assisted the Tribunal by informing us that there were occasions on which Mr. Haughey would have asked you to make a cheque out to cash and you did that, is that correct?

A. That's right.

Q. But that in those instances, you would have recorded the purpose on the stub and entered it into the ledger?

A. Yes.

Q. Did you ever leave the cheque book or a cheque with anybody with the payee blank with the two signatories attached to the cheque?

A. Are you asking sorry

Q. Perhaps I will just take it was there ever a situation where you would have left a cheque around the place which you had filled in for œ25,000 with two with the two authorised signatures on it?

A. Absolutely not.

Q. Absolutely not. Did you ever leave a cheque with Mr.

Haughey other than in the instances where you might have left invoices that he would deal with later if he was busy, did you ever leave a cheque with Mr. Haughey filled out by you with Mr. Ahern's signature on it, it having gone onto it when it was blank, did you ever leave a cheque in that state with Mr. Haughey?

A. Made out a specific amount?

Q. Made out a specific amount.

A. With no payee?

Q. With no payee.

A. The only one I would have ever have left a cheque with like that would be Mr. Haughey.

Q. The only one would have been Mr. Haughey. And would that have occurred on more than one occasion? You had no reason of any

A. I don't remember but if you are asking you have asked me would I have left a cheque with anybody for €25,000. I most certainly wouldn't. The only one you would leave a cheque with, I would have left a cheque with for €25,000 having been given a good reason why this was being done and which was logical, would have been Mr. Haughey. I would have been given a reason.

Q. You would have been given a reason?

A. Oh yes. Even if there was no payee on it, I would have been told the cheque was for X.

Q. Purpose or

A. Yes. He always gave me a reason for whatever cheques I

handed to him.

Q. And you believe that you must have been given a reason for this cheque?

A. I wouldn't have made the cheque out.

Q. And what type of reason because we know there were a number of cheques made out to cash for

A. Yes.

Q. For sums of money, significant sums of money. What reason do you think could have been given to you when you had no need

A. That it was for Mr. X or Mr. Y or Company X or Company Y.

I don't remember but I would always have had a reason and it would have been on the stub of the cheque.

Q. Yes. Now, I think you would have been aware on an annual basis of what the Leader's Allowance was because you would have been receiving it into the office, it would be made out to Mr. Haughey, he'd endorse it and you'd lodge it to the account?

A. Yes.

Q. I think in that year, in 1989, I think from what I can ascertain from the Department anyway, the Leader's Allowance to a Fianna Fail Party that year was about €9,300 odd?

A. Sorry, what year was that?

Q. About 1989, I think it was about €9,300 odd.

A. Yes.

Q. Now of course it seems to be your belief that you didn't

apply the word "cash" to the cheque, isn't it?

A. That's a bit strong. I have a doubt. I have a doubt about that. I don't without having the original, I

Q. Writing a cheque to cash for a quarter of the Leader's Allowance for the year might make you wonder what sort of reason you should be getting for it, does it not, and I only ask you, it can be a perfectly good reason. All I am asking you is surely it must trigger a recollection.

That's really what I am asking you.

A. I wish it did. I wish it did but I'm sorry, I don't know.

Q. Now, I think you saw this morning and perhaps we will just put up the table again over the years, the round sum, substantial round sum payments in excess of €5,000 or thereabouts. I don't want to go through them all but would you have a view as to whether any of those were for cash other than the ones we have dealt with because those are the ones we have been able to identify?

A. No, I am sorry, Mr. Coughlan?

Q. Do you ever remember getting invoices for such large sums in round sums?

A. The only possibility in round sums would be on occasions if there were fairly substantial accounts and I couldn't pay them, I would pay X amount, I don't know if that

Q. You would pay something on account?

A. Yes.

Q. That's perfectly understandable.

A. And that did happen.

Q. Yes. What sort of large sums

A. I don't I really don't know.

Q. Just looking at them there, you know sums of œ10,000, œ20,000, '86. œ10,000 against œ25,000, two in April of that year of œ10,000. Would you have been can you remember running such huge bills up in that period that would have required that type of payment?

A. Sorry, I haven't got a note. You see an awful lot depends on when there were various elections, Local Elections By-Elections, General Elections and I haven't got the dates here in front of me and that could have been the aftermath of that and they were always fairly substantial. That's only a thought again and yes.

A. And I could have been paying things on account, if that is

Q. Well, I think is it fair to say that you had no great recollection of making any payments out to cash, is that correct?

A. That's right.

Q. Could it be

A. In fact initially when I was in here, I said I didn't, I had no recollection of it and then you came up with these.

Q. The cheques were shown to you?

A. And I still had a total blank.

Q. I see. Well could it be, although you wrote out the cheques, could it be that you never actually you were given a reason, you entered it in the stub and you entered

it in the ledger, could it be you ceased carrying out any transaction in relation to those then?

A. What do you mean I ceased?

Q. Were the cheques ever just left with Mr. Haughey?

A. I don't think there would be some reason a 50 yes and a 50 no.

Q. Take the €25,000 in 1989 that ended up in Guinness & Mahon. You certainly didn't send it to Guinness & Mahon?

A. No.

Q. You didn't take it to Guinness & Mahon?

A. No.

Q. You didn't give it to anybody to give to Guinness & Mahon or to give to Mr. Traynor?

A. No.

Q. Or Ms. Joan Williams?

A. Or to?

Q. Ms. Joan Williams.

A. No, definitely not.

Q. Did you leave that with Mr. Haughey?

A. I must have.

Q. And could that be the situation in respect of other round sum figures, large round sum figures?

A. It could be. You see, I am very loath to turn around and say I did X, Y and Z and blame somebody else when I don't know.

Q. That's fair and reasonable, Miss Foy, and all I am trying to do is see if you can stimulate your recollection a

little by looking at matters and asking questions about it.

I think you continued in the Memorandum of Evidence you gave to the Tribunal that you already outlined the procedure used by you in administering the Leader's Allowance and the fact that every cheque was recorded in a ledger and that the invoices to which the payments related were filed and kept and that to your knowledge, there were no further or outside scrutiny or control of the Leader's Allowance other than that of the Leader himself prior to signing the cheques?

A. Correct.

Q. And I think you say that you resigned your position as Private Secretary to Mr. Haughey in February, 1992 immediately after Mr. Haughey had been succeeded as Leader of Fianna Fail and as Taoiseach by Mr. Reynolds, is that correct?

A. Correct.

Q. I think you have informed the Tribunal that in your view, it was a time of great political upheaval and the circumstances in which you left the Department of the Taoiseach were fraught and consequently, your memory of the details of those events is unclear.

A. That's correct, yes.

Q. And you say that you have no knowledge of what happened to either the ledgers in which you kept the accounts relating to the Leader's Allowances or the invoices after you left

your position?

A. That's correct, yes.

Q. But that you recall the contents of Mr. Haughey's office being put into boxes as part of his moves out of the Taoiseach's Office, is that correct?

A. That's right.

Q. That you do not know specifically if these items were included in the boxes and you have no further knowledge of what happened to the boxes or their contents?

A. That's right.

Q. But you had the impression that some of the material may have gone to Fianna Fail Headquarters in Mount Street but that you have no real recollection of this, is that correct?

A. That's correct.

Q. And I think you have informed the Tribunal that you personally did not keep any material relevant to the administration of the Leader's Allowance and you are not now in possession of any such material, nor did you have the benefit of any relevant material such as cheques, copy statements, as were produced to you by the Tribunal?

A. Correct.

Q. That was in preparing your Memorandum and that you prepared your Memorandum from memory?

A. From memory, yes.

Q. Can I ask you this; did you make any inquiries of anybody since you have been asked by the Tribunal to assist it as

to where these particular documents may be?

A. No, I think the Tribunal were pursuing that and

Q. Well, I am asking you now, did you ask anybody in Fianna

Fail to

A. Did I ask anybody?

Q. Yourself.

A. No, I didn't.

Q. Did you ask Mr. Haughey?

A. I went to see Mr. Haughey about a year ago.

Q. Yes.

A. Maybe a bit longer. And I said

Q. Sorry, all I am asking you, did you ask him about this?

A. Just let me

Q. Yes.

A. I said that I had been asked about all this and that I had no records and had he? And I didn't really get an answer.

Q. I see. Now, I am going to ask you to deal with something which everyone acknowledges is a rather sensitive matter on a personal level, that is supplementary matters that you are going to deal with; isn't that correct?

A. Right.

Q. About the Leader's Allowance. Just leave the first paragraph out altogether.

A. I haven't got a copy of that.

Q. You don't have a copy of that.

A. I didn't know you were dealing with it. (Document handed to witness.)

Q. This relates to the late Mr. Brian Lenihan.

A. Yes.

Q. And I think you know that the late Mr. Lenihan's family have been informed and are happy to deal with this matter in the Tribunal, isn't that correct?

A. Yes.

Q. I think you have informed the Tribunal that as is commonly known, Mr. Brian Lenihan, TD, became seriously ill in the late 1980s. His condition deteriorated and ultimately he required extensive medical treatment, including a liver transplant. At that time, this medical treatment was not available in Ireland and Mr. Lenihan received the necessary treatment in the Mayo Clinic in Rochester, Minnesota in the United States of America?

A. That's correct.

Q. This medical treatment was extremely expensive and contrary to what was understood at the time, Mr. Lenihan's medical insurance did not meet all of the costs, that was your understanding of the situation?

A. That's right.

Q. And is your understanding of the situation, I think you have informed the Tribunal that during 1989, a considerable number of donations were received in respect of Mr. Lenihan's medical expenses, is that correct?

A. That's correct.

Q. And it is your understanding that these donations were usually received directly by Mr. Haughey, is that correct?

A. That's right.

Q. That Mr. Haughey would pass to you a number of donations and you would lodge them in the current account at the AIB, Baggot Street used to operate the Leader's Allowance?

A. That's right.

Q. The lodgments were of significant sums and usually consisted of a number of smaller individual donations; isn't that correct?

A. Yes.

Q. All such donations would have been made in the strictest confidence and while at the time you would probably have had, you would have seen the identity of the donors from the cheques, you never discussed the existence of the donations or the identity of the donors with anybody and consequently, you do not recall the individual donors at this stage.

A. That's right.

Q. I think you have informed the Tribunal that during the same period and for sometime afterwards, invoices for Mr. Lenihan's medical treatment would come to the Taoiseach's office and were passed to you in order to discharge payment for the sums lodged in the account used to administer the Leader's Allowance, is that correct?

A. Correct.

Q. That you paid these invoices as they arrived, is that correct?

A. Yes.

Q. That you cannot specifically recall how they were paid but it is likely that sums were paid by bank draft in US dollars, is that correct?

A. That's correct.

Q. You can forget about the next sentence for the moment. I think you have informed the Tribunal that it is apparent from the bank statements furnished by you to the Tribunal that there were a number of lodgments to the account made in or around the months of June or July 1989 and it is your belief that these lodgments related to the donations discussed above, that's donations for Mr. Lenihan?

A. Yes.

Q. It can also be seen there are a number of substantial payments out of the account during these and the following months and it is your belief these payments were made on foot of the invoices for medical treatment discussed above, is that correct?

A. That's right.

Q. And when donations in respect of the late Mr. Lenihan were made to Mr. Haughey, they were given to you to be lodged in the Baggot Street branch in the Leader's Allowance account?

A. Yes.

Q. And can I take it that sorry, perhaps I should ask, who initiated the process that they should be lodged into that account? Was it you yourself or Mr. Haughey?

A. I think it was Mr. Haughey, I think it was Mr. Haughey. It was known they were going to be needed fairly quickly.

Q. Yes.

A. And they were literally just passing through that account to

Q. All I am asking is can I take it you wouldn't have lodged monies to those accounts other than on instructions from one of the signatories?

A. That's correct.

Q. And perhaps just from the Leader?

A. That's correct.

Q. And when you were making payments for the late Mr. Lenihan's treatment and expenses, did you receive the invoices by post or were they handed to you by anybody?

A. I mentioned before about that, that I am not sure, they may have been given to me by Mr. Haughey, the various invoices.

Q. I think there may be one or two other matters which at a later stage the Tribunal may seek your assistance again and I think you would be available for that, is that correct?

Thank you very much indeed.

A. Thank you.

MR. QUINN: No questions.

CHAIRMAN: Anybody else? Mr. Nesbitt?

MR. NESBITT: Just briefly, Mr. Chairman.

THE WITNESS WAS EXAMINED AS FOLLOWS BY MR. NESBITT:

Q. MR. NESBITT: Perhaps I can just ask you a number of

questions about the cheque of the 16th June of 1989. You said to Mr. Coughlan this morning I think one of the times the pressure on the Leader's account would be election periods, would be people looking for money to pay to keep the machine going?

A. Yes.

Q. I think in June, 1989 was such a period there being an election called, do you remember that?

A. Sorry, plus the what's the amount of the cheque?

Q. This is the cheque for €25,000 on the 16th June, 1989.

A. Yes.

Q. I don't have the exact day. I think that day is likely to correspond with both a European and General Election.

A. Right.

Q. That Mr. Haughey called, do you remember that?

A. That was

Q. And I think the Government returned after that election, it was a Fianna Fail/Progressive Democrats coalition?

A. That's right.

Q. Would that be a time Mr. Haughey might have been looking for payments out of the account to assist with the cost of the elections?

A. It could have been because there were a lot of transactions and things moved fairly fast around that time, any time prior to during or immediately after an election.

Q. Would people have been making donations that might have found their way into the Leader's account at a time of an

election coming up?

A. Yes.

Q. Perhaps page 89 and 90 of the account might be put up on the screen if that's possible. The Leader's account, it's page 89.

A. Yes.

Q. Have you been able to find that?

A. I have it here, yes.

Q. If I am correct, I believe I am, either on or around the 16th June, was the date of the Election and I understand there was an Election called at reasonably short notice by Mr. Haughey, he lost a vote unexpectedly and he called an Election?

A. That's right.

Q. And I think the run-up to the Election probably would have been in the region of five weeks or thereabouts, is that your recollection?

A. It is, yes.

Q. I think that would have been a very busy time for you?

A. It is, it was hectic and

Q. If you look at the bottom of page 89, a series of sums of money coming in that would have been coming in in the run-up to the election?

A. Fine. They may have been for that.

Q. Yes.

A. Or they could relate to

Q. Mr. Lenihan?

A. Mr. Lenihan.

Q. I wanted to turn on to that now. As I understand at that particular point in time, Mr. Lenihan had his operation but was still in the American clinic?

A. Yes.

Q. And I assume bills were coming in for that?

A. Yes.

Q. Thank you very much.

CHAIRMAN: Just finally, Miss Foy, on the question of actually cashing cheques in Baggot Street, it simply occurs to me as someone who, as a criminal judge in Dublin for many years, that there were quite a lot of muggings of able bodied males in the Baggot Street area and a lady potentially carrying a lot of money would have fair cause to worry. Did this aspect worry you?

A. It didn't really to me but it was the bank who insisted.

CHAIRMAN: The bank said that you should have somebody and one or more of Mr. Haughey's Garda officers assigned to him in fact accompanied you?

A. Came along with me any time I went to cash a cheque.

CHAIRMAN: How often in general terms do you think you would have

A. Well, I would have gone at the end of every month to cash Mr. Haughey's own cheque.

CHAIRMAN: That at least?

A. That at least and I think that's what has been I don't remember other details because that comes to the forefront of my mind.

CHAIRMAN: Yes. Thank you very much.

A. Thank you.

THE WITNESS THEN WITHDREW.

MR. HEALY: Just two short witnesses, Sir. Mr. Mackey.

MR. PATRICK MACKEY, HAVING BEEN SWORN, WAS EXAMINED AS

FOLLOWS BY MR. HEALY:

CHAIRMAN: Sit down please.

Q. MR. HEALY: Thank you, Mr. Mackey, very briefly, you are the assistant accountant of the Accounts Branch, Department of Finance based at Setanta Centre in Nassau Street, Dublin?

A. That's correct.

Q. You are aware that the Central Fund on which the Party Leader's Allowance is charged and the payroll system that is used to effect the payments on that fund are dealt with by the accounts branch in that Department?

A. That's correct, yes.

Q. And you have examined the records held by the branch and you have been able to assist the Tribunal by providing a list of the amounts of the Party Leader's Allowance paid to Mr. Haughey as Leader of Fianna Fail in 1984 to 1994

period?

A. Yes.

Q. And they have already been mentioned in the Opening Statement by Mr. Coughlan. And I will simply very briefly take you through them just to confirm that my statement is correct.

A. Yes.

Q. If I read out the year, you can read out the amount and we will save time that way. 1984

A. €181,215.

Q. 1985 the amount was

A. €189,950.

Q. And in 1986?

A. €196,612.

Q. 1987?

A. €78,056.

Q. 1988?

A. €90,666.

Q. '89?

A. €93,107.

Q. 1990?

A. €113,207.

Q. 1991?

A. €123,137.

Q. And '92, it was €12,033 and because that being paid monthly, as Mr. Haughey went out of office the next installment wouldn't have gone to him?

A. He was paid part of that, part of February.

Q. Yes.

A. But that was the end of the payments to Mr. Haughey.

Q. You have provided amounts paid in the various years.

A. That's correct, yes.

Q. Is there do you have an accounting year by which you calculate or by reference to which you calculate the yearly amounts paid to the various parties?

A. We operate on the calender year.

Q. I see. Thanks very much.

CHAIRMAN: Thanks very much for your attendance.

A. Thank you.

THE WITNESS THEN WITHDREW.

MR. HEALY: Mr. Alan Kelly.

MR. ALAN KELLY, HAVING BEEN SWORN, WAS EXAMINED AS FOLLOWS

BY MR. HEALY:

CHAIRMAN: Please sit down.

Q. MR. HEALY: Thank you, Mr. Kelly. You were an official of Allied Irish Banks, I think you are the branch manager of the Allied Irish Banks branch at 1-3 Lower Baggot Street, Dublin?

A. That's correct.

Q. When did you become the branch manager of that branch?

A. In January of this year.

Q. And prior to that, did you have an association with the branch?

A. Yes. I worked not with the branch yes but not the branch.

Q. You never worked with that branch before?

A. No, prior to January of this year.

Q. Now, you have, I think, provided a Statement to the Tribunal which is really the contents of which really are the results of searches you have made, tried to see what documents you can dig up concerning a number of cheques that have been brought to your attention and your views on what information you have been able to unearth, is that correct?

A. That's correct.

Q. It hasn't been easy for you to get documentation because a lot of it is either destroyed in the course of the bank's destruction policy and it may be a matter of luck some of these documents come to hand?

A. That's correct.

Q. You have a copy of your statement in front of you there?

A. I do.

Q. I will take you through it briefly by reference to each of the individual cheques. The first all of those cheques were drawn on current account at the branch 30208-062 in the name of Haughey, Ahern and MacSharry which we have been referring to as Leader's Allowance account kept by Fianna Fail at your branch.

A. Yes.

Q. And I think current, am I right in thinking the Party Current Leader's Allowance is kept at your branch or kept elsewhere?

A. No, it's not, not that I am aware of.

Q. Now, the first cheques I want to ask you about is cheque No. 500223 which is dated the 4th February, 1991, it's in the sum of œ8,332.32, payable to AIB. It's on the screen and it's a cheque mentioned already in evidence, payable to AIB and signed by Mr. Ahern and Mr. Haughey and as we know from the evidence, the manuscript on the cheque other than the signatures is that of Miss Foy. What you say in relation to this cheque is it was debited to the account on the 4th February, 1981 4th February, 1991, I beg your pardon and that's the day it was drawn. You say it appears that the cheque was negotiated at the branch, is it from the stamp that you can say that?

A. It is.

Q. You say that you are unable to say with certainty how the cheque was negotiated. The fact that it is payable to AIB may indicate that it was used to purchase a draft and that has already been canvassed in evidence with Miss Foy. You may have been here earlier when that evidence was given. You say there is no Irish pound draft issued on that day in the same amount but that an examination of the currency draft credits account indicated a tracer number in close proximity to that of the cheques for a transaction of

€6,829.82 on the same day. This leaves a difference in the sum of €1,502.50. The requisitions for the purchase of drafts from that time are no longer available, the retention period having passed and what you attach to your Statement and which is now on the screen is the statement of the Currency Drafts Credits account showing the draft that you mentioned to me a moment ago and I take it that the number on the far left-hand column of that document is the tracer number or transaction number applicable to the draft; is that right?

A. The far number is, on the far left, the 28709, that probably relates to the draft itself.

Q. Yes?

A. The other numbers would be the tracer numbers.

Q. Which numbers are the tracer numbers?

A. Starting with B.

Q. That sequence of numbers.

A. Yes.

Q. And it's because of those two features of the transaction, perhaps also it's the fact that it was drawn and negotiated on the same day but the fact that the cheque was made out to AIB and that there seems a close proximity between the numbers of the two transactions, that you think it's possible it could have been for a draft?

A. We primarily believe it because of the proximity of the tracing numbers rather than the fact that the cheque is made payable to AIB.

CHAIRMAN: But is there anything that makes it more likely than, let us say, the one some four previous for €7,248.05?

A. In so far as there may be a limited potential connection between the 8332 cheques and the draft for 6829 that you have referred to, is there I see there is some four above the 6829 reference, there is a reference to a draft for 7248?

A. I see that. The tracer number of 576 is on that draft account, on the customer's account itself, the tracer number was 579 so there was only a difference of 3. Now it's entirely feasible that the tracers might have moved in the other direction but by virtue of the fact the cheque was payable to AIB and that the tracer in the Currency Draft Credits Account is in close proximity leads us to assume that perhaps it was used to purchase a draft but I can't be absolutely certain of that point.

CHAIRMAN: All right.

MR. HEALY: For your benefit, Sir, and the benefit of the public, we can put up the schedule of drawings from the Leader's Allowance account, if we could have the third page of that schedule. And if you take the 10th item from the top, the 4th February, 1991, €8,332.34 is the amount of the cheque that was drawn on the account and then to the right of that, the tracer number 579, is that correct?

A. That's correct.

Q. That's the tracer number that you believe could be a link to the draft with a proximate tracer number?

A. That tracer number is the tracer on the account of the customer. What we are assuming is that the fact of the credit to the Currency Drafts account, because it was three digits away from that, it may as well have been connected and we are currently seeking a copy of the drafts to see whether it's connected. Because the amount don't correspond, it calls into question whether there is there is a degree of assumption and guesswork on our part.

Q. I accept that. I want you to pass on now to the next cheque, which is cheque number 500224. In fact it's the next cheque on the schedule of cheques that was on the screen a moment ago. This is a cheque dated 12th February, 1991 in the sum of £12,914.50 again payable to Allied Irish Banks. This cheque was debited to the account you say on the 13th February, 1991, it would appear that the cheque is used to purchase an Irish draft at the branch as a corresponding amount with a tracer number in close proximity to that of the cheque was lodged to the branch's Irish Pound Draft Account on that day. You say that you cannot be absolutely certain that the two transactions are related but you say that a copy Irish pound draft or requisition for the draft are no longer available. In this case, did you identify an Irish pound draft similar in value to the amount of the cheque?

A. We haven't identified an Irish pound draft.

Q. Right.

A. The statement is made on the basis of the credit to the Irish Pound Draft Account which, on this occasion, is exactly the same amount as the debit passed on the customer's account.

Q. Do you believe that there's any possibility of obtaining any further documents which would enable you to confirm that the lodgement of that amount, the Irish Pound Draft Account was for a particular draft?

A. I don't believe that following an exhaustive search we are going to be able to do that. This exhaustive search has taken place. The fact that the tracer number is in close proximity leads us to certain conclusions but that conclusion couldn't be said

Q. In this case, am I not right in thinking you had a little more information than you had in the case a moment ago, that you have an exactly similar amount credited to the bank's Drafts Account if I can use that shorthand; is that right?

A. The comment that we made in relation to the previous cheque is, I suppose, the same as the one we are making here except for the fact there's no difference in that amount which there was in the previous occasion which would lead us to believe more strongly they were indeed related, that including the fact the tracer is in close proximity.

Q. I think on the overhead projector at the moment the amount

credited to the Irish Pound Drafts Account to the branch's

Irish Pound Drafts Account is being pointed out, that's

A. That's right.

Q. The €12,914.50 and the tracer number is 528?

A. That's correct.

Q. The tracer number on the cheques is 530. The next cheque

is a cheque for €5,000 payable to cash. This is 500251

dated 4th April, 1991. Your comment on this is the cheque

was debited to the account on the 4th April, 1991, the date

it was drawn and that it would appear that the cheque was

then cashed at the branch. You say that the letter C

written on the back of the cheque would usually indicate

that the cheque had been encashed as this is the normal

procedure adopted by tellers when encashing cheques and

that would lead you to believe although you can't be

absolutely certain that it was encashed.

I will try to put the back of that cheque up on the

overhead projector. Maybe if we can turn that around if

somebody were to put that on the back of the cheque, it

means the figures were put on upside down, is that the C

you are referring to?

A. That's the C I am referring to, yes.

Q. The next cheque is also a cash cheque dated 11th September,

1991, this time for €10,000, cheque no. 500327. You say

that this cheque was debited to the account on the 11th

September, that it's branded by teller number 10 which you

identify as the off-counter teller. You say that you were unable to identify the cashier in question but the off-counter would normally be used for encashing cheques for larger sums at the branch, for example, wages cheques.

Do you mean that if somebody went to an ordinary teller, they would be sent to that off-counter teller?

A. No. Normally there would be arrangements for people who are in the habit of collecting large amounts like wages cheques or retailers who may have a large amount of cash rather than standing in the queue from a security and delay point of view, there would be arrangement made they would leave or visit the off-cash itself.

Q. In the ordinary way, when collecting large amounts, would you make a special arrangement with the branch?

A. That would vary with the customers.

Q. Would the branch recommend somebody should make a special arrangement if they were collecting cash?

A. Certainly from a security point of view.

Q. What would you regard as a large amount of cash or what would have been regarded in 1991 as a large amount of cash?

A. I wasn't working in branch banking in 1991.

Q. Would œ5,000 have been regarded as a large amount?

A. Personally I think œ5,000 is a large amount, yes.

Q. œ10,000 certainly is a large amount of money to be carrying around in a bag as you left a branch; is that right?

A. Sure.

Q. From a security point of view?

A. I would have thought so, yes.

Q. And you heard the last witness mention how the bank recommended to her that she take some security precautions when handling large amounts of cash, in this case simply wages cheques, her own employer's, Mr. Haughey's wages cheque. Do you remember that evidence being given a moment ago?

A. I do.

Q. And I take it you'd expect that bank staff would warn anybody dealing with them for large amounts of cash on even an irregular basis to make sure that they took precautions?

A. I think it would be a common sense thing to do, yes.

Q. You say that you want to point out that a cheque, although payable to cash could nevertheless be lodged to an account, that that is a possibility?

A. Yes.

Q. You can't say for certainty or for certain therefore that cash was definitely paid on this but in terms of the probabilities is the fact that it went to the off-counter teller, one that would tend to increase the likelihood that it was encashed on the spot rather than lodged to the account?

A. It would increase the likelihood but I can't be certain of the point.

Q. The next cheque I want to ask you about is 500323. This is dated 18th September, 1991 in the sum of €7,500 payable to cash. This cheque was debited to the account on the 18th

September, 1991 and it would appear that it was used to purchase a French franc draft having regard to the notation on the back of the cheque. You say that the requisitions for the purchases of drafts from that time are no longer held, once again because the retention period has expired. In examination of the Currency Drafts Credit Account indicated a tracer number in close proximity to the cheque for a transaction in the sum of œ6,939.09 on the same day. However, this leaves a difference in the sum of œ560.91. And therefore you say that you can't be certain that the cheque was used to purchase this draft and you are attaching a copy of the Currency Drafts Credit Account, another page of a similar type of account to the one we mentioned a moment ago but it's not Irish drafts this time, it's foreign currency drafts?

A. That's right.

Q. And that tracer number of 988, is that the correct one?

It's fairly close to the tracer number on the cheque I take it, which is 991. But would I be right in saying that it is the notation or the mark on the cheque which gives more support to your assumption that this might be a French franc draft purchase than any other feature of the transaction?

A. Yes, it is, in fact it was the notation that would have made us look to the Currency Drafts Credit Account, there wouldn't be any other reason for us to do so. FRF draft suggested it was used for French franc draft and it's, when

I see it there on the screen, indeed when I saw it earlier on the screen, it could be that FRF draft that could be after that, it could be plus C.

Q. Sorry?

A. It could be plus C.

Q. I see your point.

A. So it may explain why there's a variation between the amounts but whether that's plus C or not, your guess is as good as mine. IT may be.

Q. Lastly, there's a cheque for €5,339. A cheque, I am confusing myself, it's cheque number 500339 dated 26th September, 1991 in the sum of €5,750 payable to Celtic Helicopters. You say that the bank's record indicate that this cheque was presented through the clearing system for payment and that it would appear to you from the brand and back of the cheque that it was negotiated at the Bank of Ireland, Dublin Airport.

Now, I think you are still engaged in carrying out further searches to see can you find any other information which is of assistance to the Tribunal and you have informed the Tribunal you are doing this and I don't think there would be any point in asking you to testify to those searches which are in a somewhat inconclusive state at the moment but I am sure you will be happy to come back to the Tribunal to give evidence should any further concrete material come to hand; is that right?

A. Certainly.

CHAIRMAN: Anything arising? Thanks for your help, Mr. Kelly.

A. Thank you.

THE WITNESS THEN WITHDREW.

MR. HEALY: Sir, at this point, I'd ask you perhaps to rise for a few minutes because there may be some more evidence than would otherwise have been anticipated at this hour. You recall that in the course of yesterday's evidence given by Mr. David Doyle, there were references to Guinness & Mahon bankers and indeed to Mr. Doyle's own accounts or dealings with the Bank. Some further documentation has come to hand from the Bank. The Bank are anxious to assist the Tribunal and to put some questions to Mr. Doyle and the Tribunal will have some further questions for Mr. Doyle arising out of additional information. In order to organise this as expeditiously as possible, I suggest a further adjournment so that all the material

CHAIRMAN: Ten minutes?

MR. HEALY: Ten minutes.

THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK AND RESUMED AS FOLLOWS:

CHAIRMAN: Yes?

MR. HEALY: Sir, in the course of evidence given yesterday

by Mr. Doyle, Mr. David Doyle, reference was made by Mr. Doyle to accounts he had in Guinness & Mahon in Dublin. You will recall that he indicated that he had an account in Guinness & Mahon in Dublin that was a numbered account without his name. Now, the Tribunal, in cross-examining Mr. Doyle, indicated that as far as they were concerned, as far as the Tribunal was concerned, he had no account, whether in his own name or an account identified by a number only in Guinness & Mahon.

Now, the Tribunal has since ascertained that Mr. David Doyle did have accounts in Guinness & Mahon and that those accounts operated between, I think sometime in 1983 and 1990 odd, 1993. The accounts, however, were in his name and were not, as far as the Tribunal has been able to ascertain, identified by reference to a reference number only.

Now, what I propose to do is call Ms. Sandra Kells to go through the information that the bank has concerning accounts in Mr. Doyle's name and then I would envisage calling Mr. Doyle to give him an opportunity, if necessary, restating his position in relation to Guinness & Mahon and ultimately, it's envisaged that his counsel, obviously subject to you, Sir, and counsel for Guinness & Mahon would have an opportunity of drawing your attention to any matters they felt should be drawn to your attention at that stage concerning his evidence. If necessary, it might be

necessary to recall Ms. Kells. I will certainly envisage doing as much as of this as possible today subject to time constraints.

CHAIRMAN: Well, we will proceed not beyond five because I am conscious the people who provide the transcript of the evidence has a job to do and it's unfair to sit any longer.

MR. HEALY: Ms. Kells.

MR. COLLINS: May it please you, Sir, I am sure, Mr. Healy will be conscious I am anxious to make sure none of the evidence Ms. Kells is going to give in relation to Mr. Doyle's accounts would bear on his own personal affairs and it's only necessary for confirming the existence of the accounts and any transactions in relation to the particular drafts we have discussed yesterday which may have ultimately may or may not have found their way to Mr. Haughey but any other information is to do with Mr. Doyle's own personal affairs and wouldn't, as far as I know, be within the remit of the Tribunal and I am sure Mr. Healy

MR. HEALY: That's correct.

CHAIRMAN: I ruled in favour of a similar submission yesterday, Mr. Collins.

MR. COLLINS: May it please you, Sir.

SANDRA KELLS, PREVIOUSLY SWORN, WAS EXAMINED AS FOLLOWS BY

MR. HEALY:

Q. MR. HEALY: Thanks, Ms. Kells. I want to ask you about certain documentation made available by Guinness & Mahon concerning accounts in the name of Mr. David Doyle and I should say that this documentation is made available with the consent of Mr. Doyle. Now, I am not anxious to put this documentation except where it becomes absolutely necessary on the overhead projector so therefore I'd ask you to go through the information as slow as possible so that without the aid of the overhead projector, people will understand what is being referred to.

A. Okay.

Q. Now, there's documentation which has been made available to Mr. Doyle concerning the current state of information the Bank has concerning accounts in his name and am I right in thinking that from the information available to you at the moment, it would appear that Mr. Doyle had three accounts with the Bank from the 1980s, 1983 onwards; is that right?

A. Yes, that appears to be the case. I don't know previously to that, we haven't checked our records previous to that.

Q. If there are any accounts prior to that date, you can revert back to the Tribunal?

A. Yes.

Q. Mr. Doyle indicated in evidence yesterday that he felt that his accounts with the Bank commenced sometime in the early 1980s, so that's maybe the date of his first account?

A. Okay.

Q. That account number 11140003?

A. 11140003.

Q. Yes. Is that a resident call deposit account?

A. Yes, it is.

Q. That is an account in the name of Mr. David Doyle of Thornhill House, Cherrygarth, Trees Road, Mount Merrion, Dublin?

A. Yes, that is correct.

Q. And the bank statements from that account contain Mr. Doyle's name and Mr. Doyle's address as I have just given it to you; is that right?

A. Yes, that is correct.

Q. Now, the opening balance on the statement commences time in or around the 26th September, 1983.

A. Yes, there's a lodgement on the 26th September, '83.

Q. Yes. And there are a number of lodgments then in September and October of 1983 and the account begins to grow from then on, is that correct?

A. That is correct, yes.

Q. The account has mainly lodgments to it during the period it was opened; is that right?

A. Yes, there's very few withdrawals.

Q. Very few withdrawals?

A. Yes.

Q. When did the account appear to close to you?

A. That account closed on the 5th January, 1989 with the

transfer of the balance on the account at that date being placed on a fixed deposit.

Q. Now at that stage, there was a substantial sum in the account but it was simply put into another account, this time on a fixed deposit account, one from which it couldn't be withdrawn except on notice or something like that?

A. On notice or maturity, yes.

Q. What was the number of that deposit account?

A. The fixed deposit account was 11140004.

Q. And what do you know about that account?

A. The fixed deposit?

Q. Yes.

A. The fixed deposit was in existence, unfortunately, I can't at this moment in time produce individual statements but I do know the fixed deposit was in existence until the 13th July, 1993 and there would have been various presumably maturities over the fixed deposit, i.e. monies would be placed for one month, three months, six months and interest rates renewed each time the deposit came up for maturity.

I also know that from looking at another call deposit account, there was œ40,000 transferred from the fixed deposit account on the 17th April, 1990. So to summarise really, there was 121 now

Q. I don't really want to go into the amounts, I am not concerned with the amounts. What I am simply anxious to establish is that there was a deposit account from 1983, that that account was an account to which there were mainly

credits and very few debits and that account was eventually transferred to a fixed deposit account where it presumably, where the money presumably rested until it matured and that at one point, there was, in I think did you say a date in 1990?

A. For €40,000.

Q. A withdrawal from that fixed deposit account so again I am not interested in the amount of it.

A. Okay. Yes, there was.

Q. And that what happened to the balance of the money after that withdrawal?

A. Presumably it was rolled over again on fixed deposits until 1993, the 13th July, 1993, when it was actually withdrawn from the bank by a draft.

Q. It was completely withdrawn at that time?

A. Yes, plus interest.

Q. Was there any further activity in the bank concerning accounts in the name of Mr. David Doyle after that date, to your knowledge?

A. No, because the interest was also applied on his other call deposit on that same date and all monies due to Mr. Doyle were withdrawn on that date.

Q. When you say his other deposit account, do you mean the deposit account to which the €40,000 was transferred? I shouldn't of course be using the figure either, to which a sum of money was transferred from the first deposit account we mentioned?

A. Yes.

Q. Right. And was that deposit account 11140005?

A. Yes.

Q. So in all you have identified three deposit accounts, 1114003, 4 and 5?

A. 000, 3, 4 and 5.

Q. Those accounts are all related to one another in the manner you have described?

A. Yes, they are for the one client, David Doyle.

Q. Now, turning to 1987, and the first of those accounts which was 0003, I want you to look at the statement for 1987.

And you will recall that you gave evidence on Friday last concerning lodgments to an Amiens account which appear to be related, which appear to the Tribunal to be related to the payment of interest on Mr. P.V. Doyle's account?

A. Yes.

Q. Loan account taken out for the benefit of Mr. Haughey, do you remember that evidence?

A. I do, yes.

Q. Now, evidence was given yesterday concerning a number of bank drafts which Mr. David Doyle purchased and which he gave to the late Mr. Des Traynor with the intention that they would be lodged to his account in Guinness & Mahon and I think for the moment, I won't further identify that account as an account with a number or as an account with a name. So far as the account documents you have in front of you are concerned, am I right in saying that there's no

lodgement of €27,000 which is the amount of the drafts I referred to yesterday on the 26th January, 1987?

A. No, there is no lodgement in that amount.

Q. And no lodgement proximate to that date on the 1987 statement of account?

A. The only lodgments to the 1987 statement of account are the application of interest I beg your pardon, there's a lodgement on the 9th November but it does not relate to the figures you are referring to.

Q. It's a very small lodgement?

A. Yes.

Q. Otherwise, what you had was interest being added on to the amount of the deposit from time to time.

A. Yes.

Q. I don't want to ask you any more about accounts identifiable by reference to numbers until such time as Mr. David Doyle has an opportunity of clarifying his position. Thank you.

CHAIRMAN: I suppose I should invite Mr. Collins to pose any questions.

MR. COLLINS: May it please you, Sir.

THE WITNESS WAS EXAMINED AS FOLLOWS BY MR. COLLINS:

Q. MR. COLLINS: Miss Kells, you gave evidence as I understood, correctly to Mr. Healy that you couldn't find any trace of the €27,000 lodgement in the account ending

003?

A. Yes.

Q. Have you had a chance to look at the accounts 005 and 004?

A. Yes. From my initial work that I have completed, 005 was only opened in, just bear with me for a moment was only opened in 1990 and likewise, 00 sorry, which number did I use? 005 was opened in 1990 and 004 was apparently opened in January, '89 so the lodgments for '87 couldn't have been made to those accounts.

Q. On the 005 account, in a computer print off of that account, it begins statement start date, 1st January, 1987, or '87 it says, would that seem to imply that 005 was operative as of the 1st January, '87?

A. No, it wouldn't. It's purely from our system internally that we had the client, the client was set up at that stage but you can see that the first transaction is 17th April, 1990.

Q. So the reference to statement start doesn't refer to this particular account, is that the case?

A. To the best of my knowledge, no.

Q. So, it is the case therefore that Mr. Doyle did in fact have accounts with Guinness & Mahon with his name on those accounts?

A. Yes.

Q. And from your look at the statements that are there, is there anything that's unusual for different or out of the way to ordinary such accounts that people might have with

your bank?

A. No, straight lodgments and roll-overs.

Q. On one of the computer printouts headed "Client Static Details" that you furnished us with, which gives a client number and talks about the set-up date and I think it related to the, just details of the client, there's a date at the top of it that it seems to be printed off 20th January, 1999?

A. Yes.

Q. Am I right in thinking that this was therefore an inquiry on your behalf made at the beginning of this year and printed off the statement at that time?

A. Yes.

Q. It gives on the second page then the account numbers you referred to, the 004 and 005 and indeed the 003?

A. Yes.

Q. Is it just human error that these accounts didn't come to light before now in the context of this Tribunal?

A. We certainly believe they came to light.

Q. I see.

A. Sorry, before today or yesterday.

Q. You understand Mr. Doyle had a slight concern arising from the evidence yesterday when it was suggested Guinness & Mahon had no records of the accounts when he was giving evidence that he had accounts and I only wanted to clarify that?

A. As far as I am concerned, we have known his accounts

certainly for the past eighteen months.

Q. Right. Thanks very much.

MR. GALLAGHER: I have just a few questions, if I may,.

Thank you, Chairman.

THE WITNESS WAS EXAMINED AS FOLLOWS BY MR. GALLAGHER:

Q. MR. GALLAGHER: Miss Kells, just these accounts, these are regular accounts I take it in accordance with the normal account keeping or account records of Guinness & Mahon?

A. That's correct, yes.

Q. And the account statements are the regular accounts that Guinness & Mahon would send to all of its account holders?

A. Yes.

Q. At the relevant time or over the relevant period. '83 to '93, did Guinness & Mahon ever send statements to its clients on grease proof paper or transparent paper or with a manila backing that was described yesterday?

A. Not to the best of my knowledge. We installed our system in April '83 which is generally producing statements either in the style we have seen up to about '92 and then there was a change of format in '92 but there certainly has not been manila paper or grease proof paper used.

Q. If Mr. Doyle received accounts or statements in that form, they didn't emanate from Guinness & Mahon, Dublin?

A. Certainly not account statements, no.

Q. Am I correct that while you say you may need to carry out

further searches, that on the basis of the records and documents that you have discovered at the moment and made available, there is no mention anywhere in those lodgments of bank drafts to the amount of œ27,000 either in '87 or in any subsequent year?

A. Yes, I can't find any trace of those to this client's account.

Q. Can you say whether these particular documents had been furnished previously to Mr. Doyle's solicitor?

A. They were furnished to a solicitor who may not now be Mr. Doyle's solicitor.

Q. And when were they furnished to that solicitor?

A. From memory, I would say about January/February of '98.

Q. And was that solicitor acting for Mr. Doyle at the time or purporting to act for him at the time?

A. From memory, again, I mean the person was acting for Mr. Doyle but a firm may have changed, they may be the same person but the firm may have changed.

Q. And can I just ask you, Mr. Traynor as far as he was concerned, he was Deputy Chairman and Chief Executive of Guinness & Mahon up until May of 1986?

A. That is correct, yes.

Q. And after that, did he have any function to perform in Guinness & Mahon or any, was he acting on behalf of Guinness & Mahon in any way?

A. Absolutely not.

Q. Or in any capacity?

A. No.

Q. Thank you.

CHAIRMAN: Thank you very much, Miss Kells.

MR. COLLINS: I wonder might I ask one question arising out of that.

THE WITNESS WAS EXAMINED AS FOLLOWS BY MR. COLLINS:

Q. MR. COLLINS: I just want to clarify, Miss Kells, in relation to the type of statements that Guinness & Mahon would have from time to time sent out to their customers and maybe there's a confusion over what we mean by the term statements. Could I just show you a different form of an advice or statement from Guinness & Mahon which is different in the format that you have described here and just for the transcript, I will describe it and then I will hand it to you. It has the words 'Guinness & Mahon' written at the top of it in slightly more elaborate writing or script with a certain amount of green scroll decoration around the name and underneath it says 'Bankers' and it doesn't have any ledger statement as such and then at the bottom, there's the Guinness & Mahon name and then what looks like a computer printout on it of entries into a particular account and I will perhaps hand that up to you and I can hand it in to the Tribunal. This is something that Mr. Doyle has procured for us today. (Document handed to witness.) It's one of the advices he received on the

0005 one.

A. It's a fixed deposit, yes.

Q. That's actually a different type of statement to the type that we have been talking about to date?

A. Yes, this is a deal confirmation, it's not a statement and these were just confirmed in this deposit, it's been rolled for, it's actually maturing across the fixed deposit account on a specific date.

Q. Yes.

A. And it's being confirmed by the bank and it's been sent to the client and at the address on the system.

Q. And that is the, that is the type of statement Guinness & Mahon would send out?

A. Statement is the wrong word.

Q. Advice note, or the client would receive this?

A. Or contract confirmation.

Q. Exactly. Thank you very much.

A. Thank you.

THE WITNESS THEN WITHDREW.

MR. HEALY: Mr. David Doyle.

DAVID DOYLE, PREVIOUSLY SWORN, WAS EXAMINED AS FOLLOW BY

MR. HEALY:

CHAIRMAN: You are already sworn, Mr. Doyle.

Q. MR. HEALY: Thank you, Mr. Doyle. I take it that in the course of the day, you have seen some of the copy documents

from Guinness & Mahon which refer to you and give your address at Thornhill House, Cherrygarth, Trees Road, Mount Merrion, County Dublin?

A. I did, yes.

Q. That's your address and it would appear to be your account?

A. It was at that stage, yes.

Q. I beg your pardon, it was your address at that point. Have you got that documentation?

A. Yes, here.

Q. And that documentation appears to suggest that you had a deposit account at Guinness & Mahon and that a number of deposits were made to that account in 1983 and in 1984, mainly during those years; is that right?

A. Yes.

Q. And that thereafter the deposit appeared to just get larger as interest was applied to it from time to time?

A. Yes.

Q. Up until 1989, when the deposit monies appeared to have been put into another different type of deposit account.

If you like, I'll take you to the document which shows that if you want?

A. Which page?

Q. If you go to the very last page of the bundle of documents. It's almost

A. The last page.

Q. Yes. It's like that, it's almost

A. Yes.

Q. You see that that page shows that's a copy statement of account 11140003, your name and address, gives the balance brought forward and then there's an entry for the 5th January, 1989 showing that the funds were placed on fixed deposit account. Do you see that?

A. Yes.

Q. And it would appear from the other documents that have been mentioned by Miss Kells that that money was then placed on fixed deposit account 11140004, I think?

A. Yes.

Q. And ultimately, that account into which those funds were deposited was closed in July of 1993. Have you got the document that shows that?

A. Yes.

Q. Now, yesterday, in the course of your evidence that we were discussing initially, at least our initial primary concern and the matters to which your evidence was directed were the lodgment of some €27,000 worth of bank drafts purchased by you from various branches. Bank of Ireland appeared to be lodged to Amiens account on the 26th January, 1987. Now you were under the impression that you were lodging those monies by giving them to Mr. Des Traynor, I think at one of the Doyle Hotels in Dublin, and that he was putting them into an account in Guinness & Mahon but not an account that had your name, an account that had a reference number only; is that right, wasn't that your impression?

A. No.

Q. I see.

A. Sorry, can you give me the question again?

Q. I certainly will. Yesterday we were talking about €27,000 worth of bank drafts, do you remember that?

A. Yes.

Q. Do you remember all the bank drafts drawn or issued by different branches of Bank of Ireland, together they amounted to €27,000. That €27,000 appears to have ended up in an Amiens account controlled by Mr. Des Traynor and the reason you were being asked about it was because that Amiens account appeared to have been used to fund interest payments to a loan account operated by your father for the benefit of Mr. Haughey. Do you remember that?

A. I remember that, yes.

Q. Right. Now, I think your evidence was that you were anxious to clean out, I think was what you said, your accounts with the Bank of Ireland and to transfer the monies in those accounts into a deposit account in Guinness & Mahon because you felt that you'd have more security there, that your finances would be more secure and in particular, there would be greater confidentiality from outside scrutiny, I am not suggesting from the authorities or anything like that but due to the fact that this was a single branch bank.

A. For privacy, yes.

Q. And you gave these drafts I think to Desmond Traynor himself, the late Desmond Traynor, is that right?

A. Yes.

Q. And your understanding was that you had an account in Guinness & Mahon and that that account was a numbered account, one without your name on it, is that right?

A. What I was trying to confirm yesterday was that I wasn't, I couldn't remember what the statement looked like, I described it, I think one has been furnished here today.

In relation to, I was trying to depict what was on the top or the bottom of the page, the address as I was concerned, of the branch, Guinness & Mahon appeared at the top of the statement or advice or whatever and that my name appeared on, I believed, on the statements which is what's here today.

Q. So you are saying that the statements that are here today are the statements that you got?

A. I am saying that they are my recollection of

Q. Let's just take this slowly. I understood you to say yesterday that you had a numbered account with Guinness & Mahon but that it didn't have your name on it, although you did get statements on the account addressed to you. Now, did I understand that correctly or incorrectly?

A. Sorry, just, can I reply? I think it's fair to say that I was probably badgered at best here yesterday. I tried to describe my recollection of correspondence I had received from Guinness & Mahon, included the G & M signatory on top. The format of the paperwork here is similar to which I tried to recollect and described and that was made

available to me today.

CHAIRMAN: I am quite happy, Mr. Doyle, that what you just told me, that based on perhaps further opportunity looking at the thing that you had any additional aspect to go on the record. I don't think anyone is trying to be unfair to you.

Q. MR. HEALY: Could we go over that again?

A. Yes.

Q. If you look at the documents that you have in front of you?

A. Yes.

Q. Just take one of them, just take one of them, attend to what I am saying to you now for a moment and put the document down so there won't be any confusion. Are these the documents that you were describing yesterday as having been sent to you from Guinness & Mahon?

A. I believe so.

Q. I see. And these are documents referring to an account in your own name?

A. Yes.

Q. Right. And are you saying to me that these are the accounts into which you believed the money you were giving Des Traynor was being lodged?

A. Yes.

Q. And I think you said in answer to your own counsel that you were satisfied that the money you were giving to Mr. Desmond Traynor was being lodged to those accounts because

you were able to check from time to time on the statements that the balances were as they should be, is that right?

A. Yes, that's right.

Q. Now, I don't want there to be any more confusion about it now but these statements do not appear to reflect the lodgment of that money?

A. I understand, yes.

Q. Is it possible, therefore, that some other use was made of that money or that that money went into some other account that Mr. Traynor operated for you in some other way?

A. It's possible sorry, it's possible it went into some other account but

Q. Am I right then in understanding that the only account you had in Guinness & Mahon was an account in your own name and not just a numbered account without any name on it?

A. That's what I understand.

Q. That's what you understand to be the position?

A. Yes.

Q. And that is the account to which you were giving Mr. Traynor the money for and that is the account that you were getting the bank statements from?

A. I presume it's so, yes.

Q. And were you ever concerned that those bank statements didn't show, for example, any credit equivalent to the œ27,000 that was lodged or that was given by you to Mr. Traynor or for Mr. Traynor in January of 1987?

A. No.

Q. That never concerned you?

A. Sorry?

Q. Did it ever concern you that you gave Mr. Traynor

€27,000

A. Yes.

Q. And then you get your next statement and there's no reference to it in the statement?

A. I don't know what piece of paper but I am sure that I was happy it reconciled at the time.

Q. All right. So you are happy and certain that you got a piece of paper from Mr. Traynor and that that piece of paper confirmed to you that your €27,000 had been credited to an account in your statement?

A. I believe so.

MR. COLLINS: He didn't say that, Sir.

CHAIRMAN: Well, just take your time, Mr. Doyle. Is it the position and your memory that you did get some communication from Mr. Traynor confirming that you put 27,000 in?

A. I I'd have to say I don't actually recollect but I would have to say that I had no reason to question Mr. Traynor at the time so...

Q. MR. HEALY: But it must be the case then that if you got a document from Mr. Traynor confirming that there was an additional €27,000 to your credit, it mustn't have been one

of these documents, isn't that right?

A. Or it could have been, I haven't seen, I have got an extract here.

Q. Well okay. This is the full set of documents so far as we know them but they certainly cover the year 1987 and these documents don't show that account or don't show that the account is being credited with that amount of money. I am trying to suggest to you, Mr. Doyle and I am not trying to trap you, I am trying to suggest to you if you gave Mr.

Traynor money and he gave you a document showing that that money was being credited to an account of yours

A. Yes.

Q. That it was some account Mr. Traynor was keeping for you but it was not an account in Guinness & Mahon or if it was, it wasn't an account in your name?

A. I can't say, I am only aware now that I had more than 003, 004, 005, I didn't realise there was different accounting.

Q. Are you only saying now you are aware you had 003, 4 and 5?

A. Yes.

Q. Yes. They are different accounts but in fact it's the same, it's effectively the same money from the beginning to the end being used in different ways. I am only trying to focus on one thing, Mr. Doyle, the €27,000 and the fact that it ended up in an Amiens account which is not an account in your name, is that right?

A. No.

Q. And it did not appear to end up in an account in your name

so far as we can tell and you got bank statements, you say, from Traynor. These bank statements don't show the €27,000 so if you got a record from Mr. Traynor, it must have been something else. Would it have been a handwritten record

A. I can't

Q. Would it have been a note of paper telling you what your balance was?

A. I can't honestly say, I don't recall.

Q. If you look at these documents and I won't detain you much longer on that, if you look at these documents, you see that most of the lodgments to the account occurred in 1983/1984 and I think from then on, there's nothing significant by way of lodgments, there's one in 1985. Did you continue to give money as I understood you to say yesterday, to Mr. Traynor after 1985, right up until 1990 I think you said it was or 1991 was the latest time which you would have given him money?

A. My recollection is that I would have the late eighties, early nineties.

Q. That was the time you stopped giving him money because you were afraid he might die like your father, might die suddenly?

A. Yes.

Q. So that if you were still giving him money after that time, he wasn't in Guinness & Mahon any more, he must have been giving you some other kind of record of the money, some record other than a Guinness & Mahon bank statement?

A. My understanding is that it was a Guinness & Mahon bank statement.

Q. I see.

THE WITNESS WAS EXAMINED AS FOLLOWS BY MR. GALLAGHER:

Q. MR. GALLAGHER: May it please you, Sir.

Mr. Doyle, I am for Guinness & Mahon and I just have a few questions for you if I may insofar as it concerns Guinness & Mahon interests and not any other matter. You said that I think you only learned now that you had accounts 003, 004 and 005. Are you aware that in 1995, as late as October 1995, accountants were writing on your behalf to Guinness & Mahon looking for details of your accounts and certificates of interest?

A. Sorry, I am not aware.

Q. Have you seen that file where they have written letters? I think Bastow Charlton were acting on your behalf?

A. I just received it here before I came in.

Q. You confirm that in 1985 they were writing to Guinness & Mahon in relation to these accounts, the numbers of which they were aware and accounts that were clearly in your name and they knew were in your name, isn't that correct?

A. Yes.

Q. And there was no question ever, Mr. Doyle, of any account being held in Guinness & Mahon by reference to a number but not in your name - that's Guinness & Mahon, Dublin?

A. I

Q. Do you accept that now?

A. My recollection again yesterday was that I received statements, the envelope was always addressed to me at my home address. I can't recall if it was on the statement but I believe my name was on the statement.

Q. Having seen this file now and the extra documents you have seen, would you accept that the accounts held in Guinness & Mahon, Dublin were accounts held in your name?

A. Yes.

Q. And that not only in 1995 but going right back indeed to 1984, your accountants wrote in regularly each year looking for Certificates of Interest and details as to amounts of interest credited to the account, isn't that correct?

A. Yes, looking at it here.

Q. At all times they did so by reference to the account numbers that were relevant at the time and by reference to your name and address at the time?

A. Yes.

Q. The document that your counsel, Mr. Collins, handed to you this afternoon they stated was similar, I think, to the paper that you were referring to earlier, that was a contract confirmation note of a deal that was done in 1993, isn't that correct?

A. Yes.

Q. You have seen that because you produced it today.

A. Yes.

Q. When did you, when did that come into your possession?

A. At about 6 o'clock last night.

Q. 6 o'clock last night and you have seen that and it confirmed that money was in a fixed deposit in your name in July of 1993?

A. Yes.

Q. And it only relates to 1993 and not to any of the earlier years in respect of which you gave evidence yesterday?

A. Yes.

Q. And indeed yesterday when you gave evidence, you thought that your account closed sometime between '88 and 1991, is that correct?

A. Yes.

Q. And that contract confirmation note contained your name and address?

A. Yes.

Q. With regard to the bank drafts that amounted to €27,000, you have never at any stage been worried or concerned that those bank drafts that you gave to Mr. Traynor weren't ultimately allocated by him for your benefit in some way, is that correct?

A. Yes.

Q. You had no ground of complaint against Mr. Traynor in that regard?

A. No.

Q. But it's now apparent from the accounts which have, which you have seen that this money was never lodged to your account in Guinness & Mahon, isn't that correct?

A. Possibly, yes.

Q. And I don't want to inquire into details of other personal accounts but doesn't it follow that those monies, if you were happy at the time that they were allocated to you, must have been lodged or credited to some other account with some other bank on your behalf? Doesn't that follow?

A. No sorry, I believed that all along I made a visual inspection, reconciliation and it was always Guinness & Mahon.

Q. I think you said yesterday you always confirmed the balances on your statements, that's how you knew whether monies had been lodged to your account?

A. Yes.

Q. So in looking at these statements which you got from Guinness & Mahon to see whether the monies had been lodged to your account, it would have been immediately apparent to you in 1987 that these monies had never been lodged to these Guinness & Mahon accounts, isn't that correct?

A. It was then but

Q. Yes. And if you thought that the monies had gone elsewhere other than for the account you intended them, you would surely have questioned Mr. Traynor?

A. Yes.

Q. And the fact that you didn't question Mr. Traynor and that you were satisfied with what Mr. Traynor had done on your behalf leads only to the conclusion that these monies were allocated elsewhere on your behalf to your satisfaction?

A. Em, my recollection is I received one statement. From Guinness & Mahon, I can't say.

Q. We now know you were receiving statements on a regular basis in relation to these

A. Regular statements but, like, consolidated.

Q. I see. But no statement that you would have received from Guinness & Mahon Dublin would have shown these drafts credited to these accounts, isn't that correct?

A. I don't honestly know.

Q. Well you have seen them, Mr. Doyle

A. I have seen them now.

Q. If you want to tell me they are credited now to any of those accounts, please tell us?

A. No, they are not.

Q. If they are not credited to those accounts and you had no worry with Mr. Traynor at the time or no concern about them, it follows they were credited elsewhere or allocated elsewhere for your benefit?

A. Possibly, yes.

Q. And does that suggest that Mr. Traynor was handling other business on your behalf, other accounts on your behalf at the time?

A. I believed right up to the time of withdrawal, he was handling accounts at Guinness & Mahon for me.

Q. But it now looks as if he was handling accounts elsewhere on your behalf, isn't that correct?

A. I can't say, but

Q. You can't say. You are aware sorry, I think you said yesterday you were not aware that Mr. Traynor ceased to be a Chief Executive and Deputy Chairman of Guinness & Mahon in May of 1986.

A. I was aware of the changed position, that he was still involved with the bank.

Q. In fact he wasn't involved with the bank at the time but he was, at the time, a Director of Guinness & Mahon Cayman which is a separate bank. Could you be confusing his directorship with his directorship of Guinness & Mahon Cayman?

A. I could be, I don't know the circumstances.

Q. And that as and from May of 1986, Mr. Traynor had no authority to act on behalf of Guinness & Mahon in relation to its business. You accept that now?

A. Not necessarily, no.

Q. I see. Well, can I ask you in relation to these particular drafts, I think there were five in all, is that correct?

A. Yes, if you say so.

Q. And I think they were all made payable not to you but the different named payees, is that correct?

A. Yes.

Q. And I think you said that they were clearing out your accounts with your bank at the time?

A. Yes, and I think accommodation of perhaps cheques that I had that were then out of date to keep them in date.

Q. Why, when you were clearing out accounts with your bank,

did you ask them to issue bank drafts payable not to you

but to other named persons?

A. Again for privacy.

Q. For privacy?

A. Yes.

Q. What privacy would be involved? They were paying you the money, they knew you had the money in the account, they were clearing you the account and handing you a cheque.

What privacy would require that these be put into somebody else's name?

A. It would obviously look like I was spending money, that's why.

Q. Sorry?

A. Because it would have looked like I was spending money.

Q. Wouldn't you be spending money just the same if you were making out the drafts to other persons?

A. Not necessarily.

Q. You'd make out drafts to other persons that would be debited from your account but you wouldn't be spending your money, the bank would believe that, is that what you are saying?

A. That's not what the bank would have believed, the bank could

Q. The bank would believe that you would be buying furniture I think you said?

A. It was expenditure that was in the normal course of as opposed to drawing down a lot of cash in another name.

Q. Drafts of €13,000 in the normal course for furniture?

A. With the bank, I don't know.

Q. I see. In any event, you thought this was a clever way of letting the bank or keeping your privacy from the bank in which you had the accounts, is that your evidence?

A. Yes.

Q. And why, if you were so concerned with your privacy, did you not clear those bank accounts at an earlier stage?

A. They just could have been an up-to-date balance.

Q. They just could have been an up-to-date balance. But if there's an up-to-date balance, the account wasn't cleared, there was money standing in the account, is that correct?

A. Yes.

Q. And why wasn't that money cleared at an earlier stage in the bank?

A. You probably should have asked me that in '87.

Q. I see. Yesterday you weren't sure when you opened these accounts in Guinness & Mahon or the account as you thought then but in fact we now know it was opened certainly from 1983, isn't that correct?

A. Sorry, I said I opened the account in I think the early eighties.

Q. We now know it's 1983.

A. Yes.

Q. And if you were concerned about your privacy and clearing your accounts with other banks, I suggest to you that is something that you would have done sometime after opening

the account in Guinness & Mahon and well before January of 1987?

A. No, because I think I explained yesterday that there was recurring balances, if you want to call it then, then when I would get time I would draw them down.

Q. Would you agree that the statements which you have there don't indicate any lodgments to your Guinness & Mahon accounts, I think it's after 1986, apart from interest lodgments?

A. Yes.

Q. So whatever business you were doing with Mr. Traynor after 1986 in terms of giving him cheques in the Doyle Hotels, those cheques were destined for some other accounts and not the Guinness & Mahon account?

A. I didn't believe so.

Q. Sorry?

A. I believed they were for Guinness & Mahon.

Q. You couldn't have believed that because you were getting statements which didn't show those cheques lodged to the accounts, Mr. Doyle. You were getting the statements we now know and those statements didn't indicate any cheques being lodged to those accounts?

A. Well sorry, I only received this at lunch time today. Is this all the paperwork?

Q. I see. This is the paperwork up till 1989 and there is no evidence that your cheques were being lodged to your account during that period.

A. But I thought the advice note earlier had a Dublin address on it?

Q. That is the advice note your counsel handed in, is that correct?

A. In 1993?

Q. I am talking about lodgment of cheques to these, this account 003 between 1986 and 1989, there's no evidence of any cheques being lodged.

A. Not in the paperwork I have here but is this all the paperwork?

Q. Yes, in respect of that account for that period, yes.

A. Well, could it have been lodged afterwards?

Q. I see, so you will be giving cheques I think now to Mr. Traynor in the period '86 to '87 that he would not have lodged before 1989, is that your evidence?

A. No, but if the last statement here was for January and he had lodged them in February...

Q. I see. So the cheques you might have given in '86, '87 and '88 he mightn't have lodged until February 1989?

A. I don't know what subsequent statements are available.

Q. Well, you have the statements there. I just want to make that available.

A. It is everything for that time?

Q. It's between '86 and '89. That's everything in respect of 003. And what I am putting to you so there is no misunderstanding, any cheques which you say you would have given to Mr. Traynor over that period were not lodged to

this account with Guinness & Mahon?

A. I can't say. I got a reconciliation which I believe balanced.

Q. I see. And because you were getting, forget about the fact that you have got those statements to today, your evidence yesterday and I think confirmed today was that over the years while you operated the account, you were getting statements from time to time from Guinness & Mahon and you checked those statements to ensure the balances were correct, isn't that so?

A. Yes, I believe they were they were visual.

Q. So the cheques you were happy giving to Mr. Traynor were not being lodged to the account they were intended for at the time, you would have spotted that in '86, 1987 and 1988?

A. I believe so, yes.

Q. And you would have raised with Mr. Traynor?

A. Yes.

Q. You didn't raise any such issue with Mr. Traynor or have any concern how he was handling your money, is that correct?

A. That's correct.

Q. And it follows from the cheques you gave to Mr. Traynor subsequent to 1986 were not in respect of the Guinness & Mahon, Dublin account but were in respect of some other transaction or accounts?

A. With Guinness & Mahon.

Q. Not with Guinness & Mahon, Dublin?

A. Well, London or

Q. I see. So Mr. Traynor might have been acting, as far as you are concerned, with Guinness & Mahon, London or Guinness & Mahon, Cayman at the time?

A. Possibly. I can't say.

Q. And that's what the cheques might have been intended for to be lodged in Guinness & Mahon, Cayman of which he was a director at the time?

A. Perhaps if that was

Q. And you mentioned yesterday at one stage you believed you had a dollar account, is that correct?

A. Yes.

Q. And we now know that you had no dollar account in Guinness & Mahon, Dublin and that your account remained in Guinness & Mahon, Dublin throughout the period denominated in Irish pounds?

A. Yes.

Q. And if you are talking about statements relating to a dollar account, that dollar account must have been somewhere else than perhaps Guinness & Mahon, Cayman?

A. Perhaps.

Q. Thank you.

CHAIRMAN: Mr. Collins?

THE WITNESS WAS EXAMINED AS FOLLOWS BY MR. COLLINS:

Q. MR. COLLINS: I think you have before you, Mr. Doyle,

statements for some years in the 1980s for the 003 account,
is that right?

A. Yes.

Q. But you don't have statements for 004 or 005 that have been
furnished to you by the bank?

A. I was told just now I had all the paperwork.

Q. In fairness to Mr. Gallagher, he was just referring to the
accounts and he said you had all the statements for 003 for
the years in question but I am just clarifying you don't
have in front you any of the accounts for 004 and 005, is
that so?

A. Yes.

Q. Is it also the case from the statements we have seen that
sometime I think in early 1989, your reasonably substantial
balance was transferred from that type of account into a
deposit account and you maintained that deposit account, as
evidenced by the contract note or the advice note that we
have seen, up to at least 1993?

A. Yes.

Q. So when Mr. Gallagher was putting to you that if and
insofar as you were giving cheques over a number of years
to Mr. Traynor to deposit on your behalf to some account,
that it certainly wasn't or didn't appear to be to the 003
account and that would appear to be so from the
documentation but that doesn't exclude the possibility that
if you gave him cheques subsequently, they were lodged to
the deposit account, the fixed term deposit account that

you had with Guinness & Mahon in Dublin, isn't that so?

A. Yes.

Q. I think you gave evidence that you don't recollect

particularly the €27,000 in question, isn't that so?

A. Yes.

Q. You recollect drawing the drafts but you don't recollect

the €27,000 appearing anywhere?

A. Yes.

Q. You were satisfied I think in a general way from the visual

inspections you made from time to time of your bank

statements that all was in order?

A. Yes.

Q. Did you do a formal reconciliation of your bank statements

every time they came in, going through each item and each

line checking they were correct against cheque stubs or do

a reconciliation of what you had drawn or things of that

nature, did you do that type of reconciliation?

A. I would have done it on a visual.

Q. Right. If the thing looked right in general, from a

perusal of it, you were happy?

A. Yes.

Q. And I think this was just... Mr. Traynor about this?

A. Yes.

Q. Is it possible therefore that so, is it possible, Mr.

Doyle, that you may simply have not noticed the fact that

the €27,000 in question didn't appear as a credit on these

particular statements?

A. It's possible, yes.

Q. And if you hadn't noticed it, that would explain why you didn't go to Mr. Traynor and say where is the €27,000 that represented the proceeds of the drafts?

A. Yes.

Q. In relation to the question of the form of the accounts and what was on them, I just want to be clear as to whether there's any difference between what you are saying now and what you were saying yesterday and I want to read to you a very short passage from yesterday's transcript, this is question 340 in yesterday's transcript. I was asking the question, "do you recollect whether your name was ever on those statements, either as account holder or alternatively as addressee of the statement.

Answer: I can't. It was addressed me, name and address, Guinness & Mahon envelope at my home address.

Question: On the statement itself would it have David Doyle and your address in the way a letter would be written to you? Answer: I can't recollect."

Q. That was your evidence yesterday?

A. Yes.

Q. And you have since seen the statement saying your name was in fact on those statements, isn't that so?

A. Yes.

Q. Can I just give you a copy of a letter, I will show you a copy of a letter that you have just procured I think in the last day or two from some of your records here which

appears to be a standard letter which Mr. Traynor wrote when he retired from the bank and it's dated the 9th April, 1986?

A. Yes.

Q. From Mr. Traynor to P.V. Doyle, your father, and it's a typed letter that says "Dear" and then the name is blank and he writes in the name of whoever is the person that he is writing to and it reads, "Attached hereto is a copy of a press release issued this afternoon announcing my retirement from Guinness & Mahon Limited. Although I shall be moving around the corner to 3 Trinity Street, Dublin 2, my telephone, telex and telefax numbers will remain as present and Joan Williams will continue to be my Secretary. I shall of course be continuing my association with Guinness Mahon and will continue to be active as Chairman of Guinness Mahon Cayman Trust Limited.

Kindest regards,

Yours sincerely,

J.D. Traynor,"

The Guinness & Mahon Cayman Trust Limited is a Cayman subsidiary of Guinness & Mahon that Mr. Gallagher has said that Mr. Traynor remained as a director of?

A. Yes.

Q. He says in that letter he is continuing his association with Guinness & Mahon.

MR. HEALY: Sorry, I just want to say it's the first time

the Tribunal has seen this document, it's clearly extremely material to the Terms of Reference and we have seen it and Mr. Traynor's estate which has notice normally of matters has no notice of it. This is a document never brought to the attention of the Tribunal.

CHAIRMAN: That is so I think, Mr. Collins.

MR. COLLINS: We ourselves have only come into possession of it in the last day or two when Mr. Doyle has come back for the purpose of this. I have to say it hasn't occurred to me Mr. Traynor's estate would be a person who would need to be notified in relation to it. I don't understand any adverse reflection at all on Mr. Traynor but in any event, it arises directly out of Mr. Doyle is here and leaving the country tomorrow and it's in light of some of the matters that were put particularly by Mr. Gallagher to Mr. Doyle, it was necessary that this should be put in.

CHAIRMAN: All right, proceed for the time being, Mr. Collins.

MR. COLLINS: That was the end of what I wished to put, Sir.

CHAIRMAN: Very good, thank you, Mr. Doyle.

MR. COUGHLAN: Sorry Sir, because this document has come to light, I wonder if Mr. Doyle, his solicitor or Mr. Collins would have any other document relevant to the Terms

of Reference to the Tribunal as this document is, anything to do with Mr. Doyle and Mr. Traynor?

MR. COLLINS: I don't know, Sir. First of all, we have never been asked to furnish documents to the Tribunal on behalf of Mr. Doyle as I understand it. Mr. Doyle, since he came back in the last day or two has done such searches as he can and such documents or files that are available to him and in the limited time available to him, he has managed to produce for us a few documents, some of which I have given today that are relevant

CHAIRMAN: Mr. Collins, since Mr. Doyle appears anxious to return out of the jurisdiction, would you be prepared to have Mr. O'Donnell and Mr. Doyle liaise with Mr. Davis and perhaps the other members of the Tribunal legal team in the immediate aftermath of today's sitting to see if there are some material matters which may indeed pertain to our Terms of Reference.

MR. COLLINS: Absolutely, Sir, I am perfectly happy to do that. Certainly will do that.

A. Sorry, Justice, a number of the documents were I suppose as a result of my experience here yesterday, I went looking for a number of documents, I went through old boxes and whatever and that's how two or three pieces of paper ever came to light.

I suppose I had gone to a private meeting in May with Mr.

Davis and I think Ms. O'Brien

CHAIRMAN: Well, it was a private meeting, Mr. Doyle, and certainly nobody in the Tribunal side is going to mention what took place in that so I don't think you should.

A. Nothing other than I just want to say the impression has been given I think that I haven't cooperated but I had offered at that stage that they could in fact write to Guinness & Mahon and request any information they required.

CHAIRMAN: Yes. Well at this juncture, Mr. Doyle, all I am concerned with, as Mr. Collins has said on your behalf, that any of these pieces of paper that may be material to the Tribunal should be made available and are you prepared to give cooperation in that regard?

A. Absolutely, I haven't been asked at any time other than access to the accounts.

MR. COLLINS: I think it's fair to say I don't think there is an impression that Mr. Doyle has failed to cooperate with the Tribunal.

CHAIRMAN: Yes. Very good, half past ten.

THE TRIBUNAL THEN ADJOURNED UNTIL THE FOLLOWING DAY,
THURSDAY, 15TH JULY, 1999 AT 10:30AM.