

THE TRIBUNAL RESUMED AS FOLLOWS ON FRIDAY, 28TH JANUARY

2000, AT 10AM:

CONTINUATION OF EXAMINATION OF MR. PADRAIG COLLERY BY

MR. COUGHLAN:

MR. COUGHLAN: Mr. Collery, I think yesterday at the conclusion of the sittings we were dealing with the letter of the 22nd March 1990 sent by you to Mr. Foley in which you were writing to advise him that you no longer were working in Guinness & Mahon. You gave a telephone number which is obliterated from that shown on the overhead projector but it was a number at which you could be contacted, isn't that correct?

A. Correct.

Q. You informed him that he could leave messages with Joan Williams, Mr. Traynor's secretary, at 42 Fitzwilliam Square?

A. Correct.

Q. You informed the Tribunal that you have no recollection of writing the letter nor do you recall the details of matters you wish to discuss, but on viewing the statement of account which Mr. Foley had with Guinness & Mahon, it is possible that you wished to advise him of the name of the person to contact, but you cannot be absolutely sure about that.

A. Correct.

Q. I just want to be clear about this and in fairness to you,

you were saying that was a possibility only, isn't that correct?

A. That is correct.

Q. And that is your evidence. It's a possibility?

A. That is correct.

Q. It's also a possibility that you may wish to discuss other matters with him at that stage, isn't that correct?

A. Well I cannot be I cannot know that there were any other matters to discuss and that's why I say at that particular time, my knowledge would have been only in relation to his domestic account with Guinness & Mahon. That's why I made that statement.

Q. I think you were careful in the statement you furnished to the Tribunal in saying that's merely a possibility, isn't that correct, that that's what you wished to discuss, his domestic

A. That's correct.

Q. The collection or making arrangements for somebody else to receive the statements on that account because you were the person who did receive the statements on that account?

A. Previously, that is correct.

Q. Now, when did you leave the bank?

A. In December of '89.

Q. Very good. And can we take it that it would have been normal for monthly statements to be generated in respect of the account?

A. It would, but looking at the file last night I see that in

this particular case, it was half-yearly on the 15th

January and 15th July.

Q. On the 15th January and the 15th July?

A. That is correct.

Q. So do you know what happened to the there was one statement generated in respect of Mr. Foley's resident deposit account in Guinness & Mahon which would have issued on the 15th January of 1990, is that correct?

A. I would expect that would be the case.

Q. And you were not in the bank to be the recipient of that statement?

A. That is correct.

Q. And can you say what did happen to that statement?

A. I don't recollect. I have no recollection of ever having received that statement, so I would have what happened within the bank obviously, I am not aware of what they would have done.

Q. And the next statement wasn't due until July of 1990, is that correct?

A. From the records, as I said, in viewing them last night, it would appear that it was half-yearly on the 15th January and 15th July that the statements were produced.

Q. So whilst it's a possibility that you wished to discuss that with him, you didn't discuss it or you didn't have there is no evidence that you discussed it with him prior to the 15th January 1990 when you had already left the bank, isn't that correct?

A. That is correct, yeah.

Q. And another statement wasn't due for another three to four months after this particular letter went?

A. After this particular letter, that's correct.

Q. Now, we know from the records that you sent a letter to Mr. Humphreys, isn't that correct?

A. I did indeed.

Q. At Guinness & Mahon. Mr. Humphreys was the man who took over your duties, is that correct?

A. That indeed is correct.

Q. At Guinness & Mahon. And that went on the 9th November 1990.

A. That is correct.

Q. And it's effectively closing the account, isn't that correct?

A. That indeed is correct.

Q. And you are making reference to a letter which Mr. Humphreys sent you on the 16th July 1990, isn't that correct?

A. I am indeed, yeah.

Q. And what date did you say that a statement would have been generated in respect of the account in July of that year?

A. I believe from what I see on the statements, it would be in or about that date.

Q. Would that lead you to believe that you may have received the statement from Mr. Humphreys or information about the state of the account from Mr. Humphreys?

A. I believe, because I see the word letter, that I must have received a letter rather than a statement, because my familiarity with statements, if it were a statement, I would have referred to the word statement.

Q. So that if there was a letter, it must have related to the state of the account?

A. In some manner or other, absolutely, yes.

Q. And do you have any recollection of receiving or seeing the statement, the statements which would have been generated in January of that year or in July of that year?

A. No, Mr. Coughlan, I don't have any recollection of that.

Q. But whatever happened, you did receive some information, at the moment we are unclear as to what that information was, we may get that correspondence in due course, but at the moment, you did receive some information about Mr. Foley's resident account from Mr. Humphreys in July, isn't that correct?

A. I did indeed, yes.

Q. And then some four-odd months later, you issue an instruction to Mr. Humphreys, the effect of which was to close the account and receive the balance on the account as of the closing, isn't that correct?

A. That is correct.

Q. And Mr. Humphreys accepted instructions from you, isn't that correct?

A. He did indeed, yes.

Q. Would that be normal in banking circles? You were not the

account holder.

A. It would not be normal, because obviously if you look, in true banking terms I do not think that the mandate would have authorised me to have a signature on that account.

Q. And you accept, I think, that you must have received the proceeds from the balance of that account?

A. Oh indeed I think, and I think the next letter confirms that.

Q. And that is the next letter, you write to Mr. Humphreys and in fact you are recounting, you are recounting to him for receiving it. You are giving him a receipt?

A. Yes, I am acknowledging it, yes.

Q. Now, where would you have received instructions or authority to close that account from?

A. I think what happened was that when I got the letter or whatever the issue was raised in July, that I would have because I would have given previous statements to Mr. Traynor, that I would have gone back to him with whatever the point that was raised in that correspondence and then he would have asked me if I could arrange for Mr. Humphreys to have the account closed and that is what I believe happened.

Q. Very good. So everyone had to be satisfied that there were proper instructions or a proper authority to close that account, isn't that correct?

A. That is correct.

Q. And Mr. Humphreys of course would have had to be satisfied

in Guinness & Mahon that there was proper authorisation?

He couldn't be handing out the proceeds of somebody's account without being so satisfied, isn't that correct?

A. Well yes, and I suppose additionally he satisfied himself that he was making the cheque payable to the account holders, so that was an added, what would you call it, I am struggling for the word

Q. Yeah

A. comfort to him that he was indeed making the proceeds of the account payable to the true beneficiaries of the account.

Q. I just want to put up a letter, if I could, document no. 3, and it's just an example of the care which the bank, a bank would take in respect of anyone's account. I will put it up now. It's a letter from Guinness & Mahon. It's in fact from Mr. Pat O'Dwyer, the banking manager, you can see that. I think it has already been given to you with you documents?

A. It was indeed.

Q. It's addressed, it's dated the 30th May 1988, we will come to deal with this later, just an example of the care which the bank did take and a bank would have to take and it's addressed to Mr. Foley in Day Place, Tralee, County Kerry. It's re: the account number and an instruction had been given I think in fact to put this account into joint names, isn't that correct?

A. That is correct.

Q. Of Mr. Foley and his daughter, isn't that correct?

A. That is correct.

Q. And Mr. O'Dwyer is writing to Mr. Foley, the account holder, saying "Thank you for your letter of the 25th inst. As requested, I have arranged to transfer the balance of the above account to a joint account in your name and that of your daughter Ms. Margaret Foley. I enclose a joint mandate for completion and return.

With kindest regards.

Yours sincerely,

Pat O'Dwyer."

Went it was being transferred on instructions into a joint account, the bank were seeking a mandate, isn't that correct, in respect of the joint account?

A. Correct.

Q. And that is normal and the correct procedure?

A. It was indeed.

Q. So bearing in mind the type of care that we see here from Mr. O'Dwyer, can we take it that to your knowledge, the bank would also have had to be satisfied, in November of 1990 when the account was being closed, that there was appropriate authorisation?

A. You would expect that that would be the case, yes.

Q. That the mandate was complied with?

A. Correct.

Q. Now, can we take it that during the period when you were

the recipient of the statements on Mr. Foley's resident deposit account, and during the period when you were involved in the correspondence which we have seen in 1990 with Mr. Foley and with Mr. Humphreys at Guinness & Mahon, that you were aware that you were dealing with Mr. Foley's affairs in respect this resident deposit account?

A. Through Mr. Traynor, I certainly was aware of that.

Q. You knew you were dealing with Mr. Denis Foley, didn't you?

A. I did indeed, yeah.

Q. And would it be fair to say you were aware that he was a public representative at that time?

A. I am sure I did from the papers, yes.

Q. Now you received a cheque, I take it it would have been a bank cheque, a Guinness & Mahon

A. A bank draft, I would expect.

Q. From Guinness & Mahon for the balance on the account, isn't that correct, 24-odd thousand pounds?

A. That is correct.

Q. And that was made payable to Mr. D and it says there Mrs. M Foley nothing turns much on that, it's

A. Again you know, it was an error obviously. I requested the draft in those names.

Q. I don't think anything is turning on that, there is no suggestion it wasn't made payable to the appropriate account holders.

A. Absolutely.

Q. And you say that you gave this particular draft then to Mr.

Traynor, is that correct?

A. I believe that I did, yes.

Q. You believe you gave it to Mr. Traynor?

A. I do.

Q. Now, I think you were aware now, and I want to ask you were you aware at the time, what happened to that draft?

A. I was not aware at the time, but I am aware now.

Q. In fact, what happened was that this particular draft went into the account of Management Investment Services Limited, isn't that correct?

A. I believe that to be correct.

Q. And there then came out of Management Investment Services Limited a cheque for exactly the same sum made payable to Kentford Securities Limited, isn't that correct?

A. That is correct.

Q. You can I think you can see on the statement of Management Investment Services Limited their account at the Bank of Ireland branch at Talbot Street and I think it had been brought to your attention a giro credit, isn't that correct?

A. That is correct.

Q. I want to ask you about this and your banking knowledge as well may be of assistance here. A giro credit would seem to indicate that the bank draft made payable to Mr. and Mrs. D Foley was not physically taken, is that correct, to Talbot Street?

A. Well I am not quite sure, I know the retail banks have a

facility whereby you just put because I have done it myself you put the lodgment into an envelope and you drop the envelope into a box in the banking hall.

Q. That may be

A. That may be the explanation.

Q. And

A. It's express lodgment it's called.

Q. Very good. It would be described in the details as being perhaps a giro credit. Very good. And that happened on the 3rd December of 1990?

A. Correct.

Q. Then on the 12th December 1990, there is a debit for exactly the same sum of money and we know that that was drawn out by way of a cheque made payable to Kentford Securities for £24,005 and a few odd pence, isn't that correct?

A. Correct.

Q. Now, who would have received cheques made payable to Kentford Securities?

A. I would expect that that would have gone back to Mr. Traynor.

Q. At 42 Fitzwilliam Square?

A. Or his secretary.

Q. It would have gone to 42 Fitzwilliam Square?

A. I would have expected that would be the case, yes.

Q. You were a signatory on the account of Kentford Securities, isn't that correct?

A. I was indeed, yes.

Q. And did you do the accounts in respect of Kentford Securities?

A. No, I did not.

Q. Did you ever see the bank statements in respect of Kentford Securities?

A. I may have seen it on the desk, but I had no action with it and I would have seen obviously a cheque with Kentford Securities.

Q. Who would have physically carried out the banking business of Kentford Securities?

A. Mr. Traynor or his secretary.

Q. Are you saying that Mr. Traynor would have gone to the bank and made lodgments?

A. No, that's where I think his secretary would have come in. You know, I think he might have written cheques or instructed cheques to be written and his secretary then would carry out, I believe, those instructions.

Q. You think you would have also carried out transactions at the bank in respect of the Kentford Securities?

A. After Mr. Traynor's death, I did indeed.

Q. Before that, you never ever?

A. No well I can't say never ever ever, but I certainly don't ever recall making lodgments and, you know, I can't recall making specific withdrawals, but you know, who knows? I may have written a cheque, I don't recall.

Q. This is Kentford in Guinness & Mahon of course. It's

Kentford Securities with an account in Guinness & Mahon.

We are not talking about Kentford in Bank of Ireland?

A. Okay. Kentford in Guinness & Mahon, no, I would have I don't think I even was a signature on Kentford in Guinness & Mahon but, you know, we could check that out.

Q. Are you aware then of what happened once it went into Kentford Securities?

A. From the evidence that the Tribunal has supplied to me, yes I do.

Q. Can you assist the Tribunal?

A. Yes, I'd be pleased to. What I believe happened was, as I say, if we take from the very beginning so we can track the transaction from beginning to end. Mr. Foley's and his daughter's account was closed in Guinness & Mahon by the way of issuing of a cheque or draft and this draft was payable to the joint account holders of the account. From the evidence now, it appears that this cheque was lodged to the account of Management Investment Services

Q. Was it a cheque or a draft?

A. I don't know.

Q. You don't know?

A. I don't know. It's normal practice for a draft to be issued for a bank, so I think it would be a bank was lodged to this account of Management Investment Services which we had on the screen there earlier, and then we see a couple of days later a cheque in issued out of that account which contras the lodgment and this cheque was payable to

Kentford Securities. We then see the statement that just had been there on the monitor, that the lodgment was made to Kentford Securities on the 20th December, I think it looks like.

Q. Yes.

A. And then what I believe happened, because we don't have the statements of 1990, but I think there was a switch done there whereby those funds would have been used otherwise in Kentford and as we have described there, in other situations, where the sterling equivalent would have been given in A/A49 for that amount.

Q. And just to go through that slowly, this money was in punts, it was Irish money, isn't that correct?

A. It was, that is correct.

Q. It went into Kentford Securities bank account as Irish money, isn't that correct?

A. That is correct.

Q. And when you use the term switch, am I correct in thinking that what you mean is that somebody who had an offshore account in sterling or some other currency, but more than likely in sterling, had a requirement for Irish money here in this country, is that correct?

A. That is correct.

Q. The proceeds of this cheque would have been used to satisfy that requirement and that person's offshore account would be debited the sterling equivalent on the bureau system, is that correct?

A. That is indeed correct.

Q. And it would have been credited to Mr. Foley's account

A/A40

A. 49, I think in this case we believe.

Q. A/A49, sorry, in this case in the bureau system, is that correct?

A. That is correct.

Q. And that was a way of satisfying two requirements, moving the money offshore without going through a foreign exchange transaction which would have required exchange control approval, isn't that right?

A. That is correct.

Q. And allowing the beneficiary of an offshore account to receive money in this jurisdiction without a foreign exchange transaction taking place, isn't that correct?

A. Yes, he would have received value for the monies that he gave to Mr. Traynor.

Q. Yes, we will just show I think this is the first page that we have which is available of the account A/A49 which is an account of Mr. Foley's, isn't that correct?

A. That is correct, you know again

Q. This is the first page that's available to us, but it is page 9 of the statement, isn't that right?

A. Yes, and we have referred to this in earlier evidence that it's likely now that there were seven or eight pages previous to that.

Q. Previous to that, which would have represented what period

of time approximately would you think?

A. It would be quarterly, so that would actually they were quarterly statements that came out in that case, because I would expect if there were transactions the way the system worked is if there were transactions on the account, they came off on a monthly basis. But if there were no transactions other than the interest being applied, then they would come out on a less frequent basis. So on that analysis it looks reasonable to say they were in '91/'92 statements that were produced there.

Q. What was being produced there is '91/'92 statement. If you go back to what would have been page number 1, which would be the first statement on the account, it probably takes us back to about 1990, is that correct?

A. That's reasonable to concur that.

Q. Now, the previous statements, that's pages 1 to page 8, what would have happened to those statements?

A. Well at this particular time I think we go back to 1990

Q. Yes.

A. In the bureau system as we referred to earlier, there were there was only one bureau system, there was only one system which was the Ansbacher accounts and then and so they were held in the file for the memorandum or the confidential accounts of Ansbacher.

Q. Yes.

A. Then in '92 was the funds split from Ansbacher into

Hamilton Ross and this was the movement or the last statement of movement across that showed the balance that came from the previous memorandum accounts into the now Hamilton Ross. So this movement and we have this is the movement of the funds into Hamilton Ross and, of course, those statements would have resided that account would have resided closed, effectively, in Ansbacher then in Ansbacher's books until '95 where those statements were destroyed.

Q. I will come back what I want to know, and I will come back to that at a later stage, Mr. Collery, but what I want to ask you is that, as you say, statements were generated where there were no major transactions taking place on the accounts other than the accrual of interest on a quarterly basis, is that correct?

A. In this case, yes.

Q. So the probability is that statement number 1 would have been created sometime in or around 1990, is that correct?

A. Absolutely, yes.

Q. And was that for the purpose of opening this particular account on the bureau system to receive the proceeds of the resident call account or the resident deposit account?

A. I believe it's reasonable to say that, because of the low page number, that this account had not been in use previously, because

Q. We know that A/A40 had been in use, isn't that correct?

A. Well if we looked at statements elsewhere and probably if

we had the opening statement of A/A40, you will see a much higher statement number on that which indicates it was therefore a longer period of time.

Q. A longer period. So there was an account A/A40 which was Mr. Foley's account, isn't that correct?

A. That is correct.

Q. And continued to be and then this account A/A49 was probably opened on the bureau system sometime in 1990

A. '91.

Q. '91?

A. Probably '91.

Q. And appears to have been for the purpose of receiving the proceeds of the resident deposit account?

A. Seeing that the balance is €24,700, it's reasonable to say that that's plus the interest that accrued in that period.

Q. What I wanted to ask you is when the statements were generated on a quarterly basis, I think it's correct to say that there were two copies created, is that right?

A. That is correct.

Q. And this was all done in Dublin. This was not a Cayman operation at all, isn't that correct, in respect of these matters?

A. These statements were produced in Dublin.

Q. Were produced in Dublin and a copy, one two copies were prepared, one was sent to Cayman, is that correct?

A. That is correct.

Q. To Mr. Furze or somebody at Ansbacher

A. His accountants.

Q. To his accountants?

A. Well the accountants within the accounts department.

Q. The accountants within Ansbacher?

A. Yes.

Q. And the other statement was kept on a file at 42

Fitzwilliam Square?

A. In a lever arch file within the years pertaining within the financial year in fact. It didn't go from the calendar year, it was within the financial year.

Q. Within the financial year?

A. Yes.

Q. And if somebody, an account or a client of Mr. Traynor's wanted information about the state of his account, how did he obtain that information?

A. In the years in Guinness & Mahon, the files were under my control.

Q. Yes.

A. In the years after that, they were in his office and they could have been got from the files there.

Q. We know from documents Mr. Foley has furnished us with that he received statements in the early eighties and the note head for the Ansbacher Cayman or Guinness & Mahon Cayman Trust, as it would have been at the time, was cut off the top?

A. Trimmed off.

Q. Trimmed off. And that was a characteristic of the

operation of the particular Cayman operation, isn't that correct?

A. It was.

Q. And if at that client received a statement, any reference to Cayman was trimmed off the top?

A. The top of it was trimmed, yeah.

Q. Did that continue to be the invariable practice?

A. Whilst Mr. Traynor was alive?

Q. Yes.

A. I believe it was, yes.

Q. Did you see that happening?

A. No, I didn't, but I believe it did happen.

Q. I just want to be very clear about this. You were the person who, from your responsibility for the bureau system, had a knowledge of the movements on the various accounts on the system, isn't that correct?

A. I did, yes.

Q. And you knew that there was an account in Guinness Mahon Cayman Trust on the bureau system designated A/A40, isn't that correct?

A. A40, yes I did.

Q. The A40 account.

A. Yeah.

Q. And that had been this operation all through the 1980s, isn't that correct?

A. Yes, I can't remember the date was it '79 I think the date it was opened.

Q. '79 it was opened.

A. Yeah.

Q. And that was Mr. Foley's account, isn't that correct?

A. We now know that to be the case.

Q. Now, page 26 is the first page, isn't it?

A. It is.

Q. That is available in respect of that account. And that was generated in 1992, isn't that correct?

A. That is correct.

Q. Now, there were when you say page 26 and it refers to Ansbacher Limited in the Cayman, did a new system of numbering the accounts come into being once the name of the Cayman entity changed to Ansbacher?

A. No.

Q. After 1984?

A. After '84, no.

Q. Well you couldn't have used I just want to when the Cayman entity was Guinness Mahon Cayman Trust?

A. The heading of the statement probably prior to whenever the change of name happened would have been Guinness Mahon Cayman Trust.

Q. Yes.

A. And then sorry, the annotation of A/A40 would have retained.

Q. Absolutely, absolutely. It was still A/A40, but what I am asking you is that when the Cayman entity became known as Ansbacher

A. The stationery changed.

Q. The stationery changed. And would the first one that came out under Ansbacher Limited with page number 1 or statement number 1?

A. No, no, it would have been it could have been statement number 13 or 14 you know

Q. I see

A. Whatever, it would be just a general name change on the stationery, but within the computer system, the statement numbering would have continued on.

Q. I see. And the account number would have been the same, would it?

A. It would have been, yes.

Q. Now that would seem to indicate, if the operation on the account was the accrual of interest, that the first statement would have been generated perhaps back around 1984/'85, would that be correct?

A. Yes. In 1982 or '83 the computer system changed within Guinness & Mahon and so did the obviously the bureau system moved from one computer system to another. Previously it was on a Nixdorf system and then it moved onto the IBM system, so the account numbering didn't have a continuity from the old system to the new and we started at 1 again.

Q. That's what I was, in fact sorry, that's what I was trying to ascertain from you. When did that happen?

A. Around '82 late '82,'83.

Q. '82/'83.

A. Yes.

Q. So there is nothing inconsistent with that particular statement being numbered 26 and the fact that the account had commenced somewhere in 1979, is that correct?

A. That is indeed correct.

Q. And as far as you were concerned, the A40 account was always a Cayman account, isn't that correct?

A. That is correct.

Q. Now I think the Tribunal, if I can come back to the letters of 1990, the Tribunal asked you if you had any meetings or dealings with Mr. Foley arising from the letter of March 1990 when you asked him to make a contact with you, isn't that correct?

A. That is correct.

Q. And I think you have informed the Tribunal that you do not recall that you had any meeting with Mr. Foley arising from your letter of the 22nd March 1990?

A. That is correct.

Q. Well whatever about having a recollection of a meeting, something must have happened which enabled you to close the resident deposit account in Guinness & Mahon, isn't that correct?

A. That is correct.

Q. And I think the Tribunal asked you for your knowledge of the deposit account held by Mr. Foley with Guinness & Mahon and, in particular, the closure of the account in November

1990 and withdrawal of the credit balance and you were asked for details of your dealings in relation to this account with Mr. Foley or any other person and in this regard, you were asked to note that the address on the account was changed as of December 1987 from 6 Day Place, Tralee, to care of you at Guinness & Mahon and the account was subsequently transferred into the joint names of Mr. Foley and his daughter, Ms. Margaret Foley, and you were sent a copy of the account statement, isn't that correct, by the Tribunal?

A. That is correct.

Q. And I think you have informed the Tribunal that account number 10583009 in the joint names of Mr. Foley and his daughter, Ms. Margaret Foley, was a normal call deposit account held with Guinness & Mahon Ireland Limited. The holding of statements and correspondence for customers to collect was a facility offered by Guinness & Mahon (Ireland) to its clients. However, the guidelines were that such correspondence should be held by a senior executive. I do not recall changing the address details on the account in December 1987 i.e. the address details from Tralee, Kerry to you at Guinness & Mahon.

A. Correct.

Q. As I do not recall ever meeting Mr. Foley while I was in Guinness & Mahon Ireland Limited. I seem to recollect that I may have given his statements to Mr. Traynor. I have advised the Tribunal that I have seen a copy of a

letter which Mr. Foley had sent to Guinness & Mahon Ireland Limited a copy of a letter which Mr. Foley had sent to Guinness & Mahon by him advising Guinness & Mahon to change the accounts from the joint names to himself and his daughter. The letter was in Mr. Foley's file."

A. Yes.

Q. And I think this is the letter that Mr. Foley sent to Mr. O'Dwyer at Guinness & Mahon and he has obviously had a telephone conversation with Mr. O'Dwyer and as a result of that, he is saying "Further to our telephone conversation today, I wish for many reasons to have my daughter's name Margaret Foley included in the above account with my own name. Thanking you, yours sincerely, Denis Foley." So an instruction is being given to change the account into joint names, isn't that correct?

A. At that point, that is correct.

Q. By the person who was authorised to do so under the mandate available to the bank, isn't that correct?

A. That is correct.

Q. How did it come about that you became the recipient of the statements? What instruction was there given, do you know?

A. You know, I don't have any recollection of how that happened.

Q. And when you say that a facility was offered by Guinness & Mahon, I presume by many banks, to allow statements to be held by somebody in the bank for collection by the account holder. Would that normally

A. It is a normal facility within banking, yeah.

Q. But would there have to be an instruction given by the account holder for that to happen?

A. In as much it could have been an arrangement, it could have been at a meeting with some of the bank officials or it could be by letter.

Q. Would have to be from the account holder?

A. It would be initiated from the account holder, yeah.

Q. And was it you who issued the instruction within the bank, that's what I am trying to ascertain. Can you recollect what happened within the bank? Who issued the instruction to have this facility operated?

A. Changing of account details was by way of a form which would have been filled out by a clerk of the bank and then forwarded to the computer department and they would obviously make the changes on the account and that form would have to be duly authorised by, checked by senior people within the bank.

Q. I just want to understand that. To change particulars on the account, is that correct?

A. Correct.

Q. A form would have to be filled out?

A. A form would have to be completed.

Q. Setting out the change of particulars and the change of address would be such a change?

A. The change of a address or indeed as we have earlier there, the change from sole name to joint name.

Q. We see the actual instruction coming from the account holder there, so there is absolutely no difficulty with that?

A. But the same process would have incurred there.

Q. I just want to know, a form was filled out by somebody in the bank?

A. Correct.

Q. Detailing the change of particulars on the account, is that correct?

A. Correct.

Q. And that is sent to the accounts department in the bank, is that correct?

A. The form could have been filled out by any department within the bank.

Q. So but who effects the change?

A. The computer department.

Q. The computer department, I beg your pardon. That is sent to the computer department and they carry out the instruction?

A. Yeah.

Q. Now that form that can be filled out by anybody in the bank, is there a place on it for the signature of the account holder?

A. No. It's an internal document which is derived from instructions given verbally or in writing to them.

Q. Is it not usual where a bank receives verbal instructions, it may act on them in the short term but will seek some

sort of written instruction in respect of any change?

A. It depends on the severity of the change. In some instances yes, it will be mandatory that obviously you would have a written instructions. Others you would take it to change it on verbal instructions.

Q. Can we take it that and there were only about ten account holders you think in Guinness & Mahon for whom you carried out this particular facility of receiving statements, isn't that correct?

A. It's to the best of my recollection. There may have been more or less.

Q. About, about.

A. Yes.

Q. So it wasn't a huge number?

A. That is correct.

Q. And did you yourself, because it is a responsibility to receive somebody's statements, isn't that correct?

A. It is. That's why it is a senior person appointed within the bank to do that.

Q. So it has to be a senior person within the bank?

A. That is the guidelines within Guinness & Mahon. I don't know what it is in other banks, that you yourself would be to be satisfied it's what the account holder wanted.

Q. You wouldn't receive statements in respect of somebody who hasn't authorised it?

A. That is correct.

Q. And how would you have been satisfied, considering there

were so few you were receiving them for, how would you have been satisfied that the account holder in each instance required or requested that you receive the statements for them?

A. Because my recollection is that in this case, it was that I was to receive it and give the statement to Mr. Traynor.

Q. No, I understand what the instruction was, that you were to receive it and give it to Mr. Traynor. How did you satisfy yourself that that is what the account holder wanted?

A. At the particular time, I can't recollect.

Q. Well, what would be normal?

A. In one in this case, one of two things possibly could happen, and I am giving my opinion here.

Q. Yes.

A. That I either received an instruction from Mr. Foley, which I don't recollect, or I received instructions from Mr. Traynor and I acted on those, either of those instructions or somebody acted on either of those instructions.

Q. Let's take each of those now and if I take the second one first. Mr. Traynor had no connection with Guinness & Mahon at this time, isn't that correct?

A. I don't when was the name changed?

Q. 1987, I think. We will just get it exactly.

A. Okay, if it was '87, then he had left Guinness & Mahon.

Q. 1987 it happened, so you couldn't have been receiving an instruction from a superior within the bank which you might

have acted upon.

A. That is correct.

Q. How could you receive an instruction from somebody who had no connection with the bank and was not the account holder?

A. Well I think we have already examined my connection with Mr. Traynor and I was dealing with him regularly so...

Q. I appreciate that, and that related to clients of Mr. Traynor's in respect of offshore facilities, isn't that correct?

A. Well in the main it did, yes.

Q. But I am just trying to be very clear about this Mr. Collery now. Mr. Traynor was no longer at the bank. He had left in 1986, isn't that correct?

A. Correct.

Q. This particular account was in Guinness & Mahon. It was an ordinary resident deposit account like anyone would have and was entitled to have, isn't that correct?

A. That is correct.

Q. There was a mandate obviously, because we see in 1988, Mr. Foley is writing to Mr. O'Dwyer to change the mandate in respect of the account, isn't that correct?

A. That is correct.

Q. So prior to that, the person the only person entitled to give instructions in respect of that account was Mr. Foley, isn't that correct?

A. That is correct.

Q. Whilst Mr. Traynor was within the bank and the joint

managing director, it might not be considered unreasonable that you would carry out a request or an instruction given by him as your boss. We can take that as being correct as well?

A. That is correct, yes.

Q. Mr. Traynor had no connection with the bank in 1987. What I want to know is how could you have accepted instructions from Mr. Traynor on an account in Guinness & Mahon?

A. You know, I may well have and I may have acted incorrectly in doing so, but I believe that could be one of the two possibilities in that and I accept that I would have been incorrect in carrying out those instructions if I did so.

Q. But if you did that, can I take it that you would have been satisfied that you were carrying out this particular activity on Mr. Traynor's instructions in respect of somebody whom you believe to be a client of Mr. Traynor's?

A. Yes, or had a connection with Mr. Traynor, yes indeed.

Q. And you knew at that time that Mr. Denis Foley was a public representative from Kerry, isn't that correct?

A. I believe I would have known. What I would have given to that would have been

Q. But you would have known?

A. You know, I would expect, I was familiar with most TDs within the country, yes.

Q. The alternative is that you received the instructions directly from Mr. Foley himself. Do you ever remember that?

A. I don't, and if I did, I would have expected, as the other letter is, that it would be on the file of Guinness & Mahon.

Q. Yes, there would be something like the letter which Mr. O'Dwyer had received from him?

A. That is correct.

Q. So can we take it then that when you examine it more closely, that your recollection is or your best recollection is that you must have received the instructions from Mr. Traynor?

A. That's what I believe has happened, yeah.

Q. And now, when you see the route the money in that account eventually took, does it copperfasten that belief?

A. It does indeed, yes.

Q. And to your knowledge perhaps it's something I should come to with to your knowledge, because I think you continued to have dealings with Guinness & Mahon as the Ansbacher accounts were being run down out of Guinness & Mahon and transferred into Intercontinental Bank, did you ever hear anyone in Guinness & Mahon or sorry, I should ask you this, as the person who issued the instruction to close that account and receive the proceeds, did anybody from Guinness & Mahon ever come to you subsequently and say to you that anyone had made any complaint that their money had gone out of Guinness & Mahon?

A. In Guinness & Mahon, no, absolutely not.

Q. Or did Mr. Denis Foley ever approach you and raise with you

the question of why you had closed his account in Guinness & Mahon?

A. No, he had not.

Q. Now, I think the Tribunal the removal of the letterhead from the statements which were given to clients of Mr. Traynor's, that is the removal of letterheads which contained the words Guinness Mahon Cayman Trust or Ansbacher Limited

A. Trimming off

Q. Trimmed off the top I think was to ensure that there were no documents lying around the place which made reference to the offshore entity, isn't that correct?

A. I think it's reasonable to make that statement.

Q. And in all your dealings in respect of these particular accounts over the years, isn't it correct to say that the monies in these accounts had to be in a currency other than Irish pounds?

A. Well, I don't know if they had to be but they always were in whether in dollars or deutschmarks as we know

Q. They were offshore, the deposits that came back in here were offshore, isn't that correct?

A. But you know in banking terms, there was no reason why an offshore entity couldn't have an Irish pound account, you know.

Q. But these particular ones

A. These particular ones were, right.

Q. And have you ever heard anyone in all the dealings you have

had over that period or to date express surprise that their monies were in offshore accounts?

A. Well, I have heard through the Tribunal, but not directly to myself.

Q. Yes. And you can see from the early statements which were furnished to Mr. Foley with the masthead trimmed off, they were all in sterling, isn't that correct?

A. These were all in sterling, that is correct.

Q. And on the note which you have been furnished by the Tribunal which there is writing which is not in Mr. Foley's writing, "Klic œ72,893 sterling" and under that "Guinness & Mahon position, 3/3/88, œ82,688 per Martin Keane" and Mr. Foley has informed the Tribunal that this was sterling. There can be no doubt but that that was in an offshore account, isn't that correct?

A. In the environment which we are in, there would be little doubt.

Q. Little doubt. Because for an Irish resident to have had an account in sterling at that time would have required exchange control approval, isn't that correct?

A. That is correct.

Q. And just to be clear about the question of exchange control approval, because Guinness & Mahon were authorised in respect of that, isn't it?

A. Yes, they were an authorised bank in that regard.

Q. An authorised bank. And we have heard evidence previously about normal commercial transactions taking place whereby

somebody would receive goods or services from abroad, obtain an invoice in respect of it, and in the normal course of business, one's bank were entitled to deal with that on sight of the documentation, isn't that correct?

A. That is correct. You would expect the transaction to be supported by whatever documentary evidence was required by the Central Bank guidelines to make that transaction.

Q. But for an Irish resident to open an account in a foreign currency, the Central Bank had to grant approval, isn't that correct?

A. I believe that was yes, in those days, that was correct.

Q. Not the ordinary banks who were dealing with commercial transactions in respect of exchange control. To hold an account offshore, that is in a foreign currency, required exchange control approval, isn't that correct?

A. I think even for a resident to hold a foreign currency account within the bank

Q. Within the bank

A. Then you had to have Central Bank permission, they had to give permission to do that.

Q. And no Irish resident was entitled to hold an offshore account without the Central Bank granting its approval, isn't that right?

A. That's as I believe was the regulations at that point in time.

Q. And to your knowledge, would never have been granted for an investment account or to allow the accrual of interest

abroad, isn't that correct?

A. I think there were genuine or there were, within Guinness & Mahon indeed for investment purposes, you know, a decision would have been made to go into currencies as an investment policy

Q. Banks were always entitled to do that?

A. And then they would have applied in normal practice or given reports, I don't know how it was handled

Q. To the Central Bank?

A. To the Central Bank to say that that was

Q. Of course banks themselves always had to have positions in various currencies?

A. No, no, but even for customers as a strategy within a portfolio, they may wish to invest in deutschmarks or whatever or to buy, I believe, at that time, and I am I am now really going from memory because I wasn't involved in that area of the bank, but I believe that if you wished to, say, buy a bond in deutschmarks, to do that investment, and obviously now you had to convert your base currency into deutschmarks to buy the bond, you would have sought and required to seek exchange permission to do that.

Q. Exchange permission from the Central Bank and only the Central Bank. That was not a dedicated function. Only the Central Bank could grant that approval?

A. That's as I believe to be the case, but I stand corrected.

Q. And just, let's be very clear about this, on the transaction which you had some participation in, that is

the closing of the resident deposit account in the sum of 24-odd thousand pounds and the reappearance of the equivalent in a sterling account on the bureau system attributable to Mr. Foley was carried out without a foreign exchange deal being done, isn't that correct?

A. I believe that that would have been the case.

Q. And if a foreign exchange deal had been done, that is converting the Irish money into sterling and opening a foreign account, that would have had to have been disclosed to the Central Bank, wouldn't it?

A. That is correct, in the list of dealings of the day, it would have to be disclosed to the Central Bank.

Q. Ah, in order to open a foreign account, not in the list of dealings of the day. For an Irish resident to open a foreign account, that would have to be disclosed to the Central Bank?

A. In addition, yes.

Q. And this was never disclosed to the Central Bank, isn't that right?

A. I believe that to be the case.

Q. And the whole transaction effectively defeated the purpose for which exchange control existed, isn't that correct?

A. Well it cloaked it

Q. It defeated it. It allowed an Irish resident to take a position against the currency, isn't that right? Isn't that why exchange control existed? It allowed an Irish person to have an existence against the currency, isn't

that right?

A. Yes.

MR. O'DONNELL: Sir, could I just inquire as to the relevance of this, because it's been said in the context of my client. I understood the relevance of this was to demonstrate how these accounts worked and the tone, if I am not being over sensitive of Mr. Coughlan's comments, seems to be more directly directed against my client and I don't see how any of the conclusions he has asked Mr. Collery to draw are relevant in the terms of this inquiry to my client's position under the Term of Reference under which he is here.

MR. COUGHLAN: Sorry, I am sorry, perhaps I should have clarified to My Friend. I thought I had indicated in the opening statement, Mr. Foley, the evidence in relation to Mr. Foley is in respect of two particular matters, Mr. Foley himself obviously and I will deal with Mr. Foley, but it was also opened on the basis of a clear example of the overall operation of these accounts, because it is an account which we have from start to finish and it is a clear example of that and also it is relevant to the inquiries being conducted by the Tribunal, the fact that this was not brought to the attention of the Tribunal at a certain stage by Mr. Foley.

CHAIRMAN: I am disposed to allow it on both grounds, Mr. O'Donnell. I think we can move on a little, Mr. Coughlan,

because I think the exchange control criteria have been very clearly established in earlier evidence.

Q. MR. COUGHLAN: Now, I think you were asked by the Tribunal your knowledge of or your involvement in a withdrawal of £10,000 from Mr. Foley's Cayman deposit on the 16th June 1993?

A. I was indeed, yes.

Q. And you were asked for details of all your dealings with the late Mr. Traynor, Mr. Foley or any other person whatsoever in relation to the withdrawal and you were furnished with documents produced to the Tribunal that on the 16th June 1993, a sum of sterling £9,890 was withdrawn from Hamilton Ross Company Limited, account number 02/0135/81 with Irish Intercontinental Bank to fund a cheque for £10,000 payable to Kentford Securities Limited. It further appears that the proceeds of the cheque for £10,000 were lodged to the Kentford Securities account with Bank of Ireland and the account number was given on the 17th June 1993 and that on the 24th June 1993, a sum of £10,000 was withdrawn from the account in cash. And I think the documents furnished also appear to show that a sum of STG £9,890 was debited to Hamilton Ross account A/A40 on the 1st July 1993 with a value date 16th June 1993 and copies of all of those documents were furnished to you by the Tribunal for your comment, isn't that correct?

A. They were indeed.

Q. And I think you have informed the Tribunal that you do not recall having any direct contact with Mr. Foley in relation to the drawing of €10,000 on the 16th June 1993. You expect that this would have been arranged with Mr. Traynor, the processing of the transaction through the bank account of Kentford Securities would support this view of yours, is that correct?

A. That is correct.

Q. I think you have informed the Tribunal that you have reviewed the transactions of STG €9,890 in the bank account of Hamilton Ross Limited and the IR €10,000 in Kentford Securities Limited and you would come to the conclusion, the same conclusion as the Tribunal, that these transactions relate to each other, is that correct?

A. That is correct.

Q. And I think you have informed the Tribunal that as in previous evidence, it is reasonable to expect that you would have passed the entries in the confidential accounts ledger on the instructions of Mr. Traynor?

A. That is correct.

Q. So can we take it that it is your view that the €10,000 Irish equates to the deduction from the A/A40 account of €9,890 on the A/A40 account?

A. I confirm that that is my view.

Q. Now cash appears to have been obtained for this, isn't that correct?

A. Yes, I think if we go to the Kentford account

Q. If we go to the Kentford account, we see it going in there, isn't that correct, on the 20th July 1993, the £10,000?

A. Yes, sorry, yes

Q. I think it's the second last credit?

A. Yeah.

Q. And then on the next page, sorry, two down, we see the debit to the left, you see that on the 22nd July

A. It's down at the bottom I think

Q. The final debit £10,000 in cash.

A. Correct.

Q. To your knowledge, would the other credits and debits be for similar purposes not related to Mr. Foley, but for similar purposes?

A. Sorry, I didn't get

Q. Would the other credits and debits to that particular Kentford accounts not related to Mr. Foley, the £10,000 one you say, would they be for similar purposes?

A. I believe that that would be correct.

Q. We can see £5,000 lodgment, a £5,000 cash, isn't that correct?

A. That's correct.

Q. We can see a £40,000 lodgment and a £40,000 cash coming in.

A. And the 5,000 and the 5,000.

Q. Now, and then further up we see £5,000 credit and £5,000 cash coming out as well?

A. Correct.

Q. Now, this was in 1993. Who would, to your knowledge, have carried out the banking business, the physical banking business in respect of that account at that time?

A. I believe that it would have been Ms. Joan Williams on the instructions of Mr. Traynor.

Q. And do you believe that it was Ms. Joan Williams who would have made the lodgments whether by personally attending there or by

A. Arranging that they were sent there.

Q. Arranging that they were sent there?

A. Yes, I would believe that.

Q. And do you think it was Ms. Joan Williams who had gone to the bank and received cash somebody had received the cash?

A. I don't think I believe it was I believe it was Mr. Traynor's driver who used to collect the cash from the bank.

Q. And can we take it from your knowledge of banking, if you were to be looking for cash in sums of œ5,000 or œ10,000 but certainly the sum of œ40,000, you'd have had there would have to be arrangements made to get that sort of money?

A. Yes, I expect there would have been a phone call made a number of days earlier to say could you make that arrangement because we know today and indeed then, banks don't carry that amount of cash.

Q. You'd have to order that sort of money?

A. Yes.

Q. And we see, going through on that page of the statement, cash withdrawals of €73,000 in the month, isn't that correct, or thereabouts?

A. Yes, or thereabouts, yes.

Q. Sorry, it's exactly €73,000, in round sums.

CHAIRMAN: I think, Mr. Coughlan, in the context of the arrangements mentioned yesterday, it might be as well to leave matters there and at 2:15 we will proceed on. Thank you, Mr. Collery.

THE TRIBUNAL THEN ADJOURNED UNTIL 2:15.

THE TRIBUNAL RESUMED AS FOLLOWS AT 2:15 PM:

CHAIRMAN: Thanks Mr. Collery.

MR. COLLERY CONTINUES TO IN EXAMINATION BY MR. COUGHLAN:

Q. Mr. Collery, I think the next query which was raised by the Tribunal is query number 10, is that correct?

A. That is correct, Mr. Coughlan.

Q. And I think you were asked for your knowledge, direct or indirect, of a withdrawal of €50,000 by Mr. Foley from his Cayman deposits in August 1995, is that correct?

A. That's correct.

Q. You were asked for details of all of your dealings with Mr. Foley in relation to the withdrawal, and with any other

person whatsoever, and I think in this regard you were furnished with documents produced to the Tribunal, that on the 18th August, 1985, you instructed Irish Intercontinental Bank 1995, I beg your pardon you instructed Irish Intercontinental Bank to provide you with a draft for €50,000 Irish, payable to Bank of Ireland and to debit the cost to Hamilton Ross account 02/51/335481. I think that is what you were furnished by the Tribunal?

A. That is correct.

Q. And I think in the query, it went on to state that it appears from the account statements that a sum of sterling €51,425 was debited to the Hamilton Ross sterling account on the 21st August 1995, I think that was in the documents you received?

A. That's right.

Q. And I think the query from the Tribunal went on to say:

"It further appears that the proceeds of this cheque was credited to an account of Dorothy Nominees Limited, account number given, with Bank of Ireland on the 25th August, 1995, and at the same time, then withdrawn from the account on the 8th September. The same sum is withdrawn from the account on the 8th September, 1995 and it appears that the sterling funds to meet this payment were also debited to account A/A 40 and that the relevant entry to the account was posted on the 29th August, 1995, with a value date on the 18th August 1995", is that correct?

A. That is correct.

Q. And I think in that query, you were informed that the Tribunal has been informed by Mr. Foley that he met you at Jury's Hotel, Ballsbridge, and that you provided him with €50,000 in cash and the copies of the documents which documents raised queries in respect of were sent to you, is that correct?

A. That is indeed correct.

Q. You responded: "I do not recall any specific details in relation to the drawing of €50,000 by Mr. Foley in August 1995, my father had died suddenly three months earlier and ensuring that my mother was assisted in coping with her grief and loss was my prime concern in that period".

A. That's correct.

Q. "I accept that I would have made the arrangements, whether I had direct contact with Mr. Foley or whether he contacted Mr. Furze and he in turn contacted me, I do not recall", is that correct? That's what you informed the Tribunal, is that right?

A. That is correct.

Q. "I confirm that the transactions outlined do relate to each other and are the transactions which give rise to the drawing of €50,000 Irish from Dorothy Nominees Limited", is that correct?

A. That is correct.

Q. And you informed the Tribunal that: "I have met a number of John Furze's clients in Jury's Hotel and it is quite possible that I met Mr. Foley there also", is that

correct? That's what you have informed the Tribunal.

A. That is I can confirm in recollection and going through all the evidence that's been relayed over the last couple of days that indeed I did meet him there.

Q. You did meet him, very good. Well if we just look at the transaction in the first instance?

A. Okay.

Q. Deal with it like that. I think that in the first instance, you instructed Irish Intercontinental Bank to provide you with a draft for €50,000 Irish payable to Bank of Ireland and to debit the Hamilton Ross account 02/0135/81?

A. That's correct, that's the normal

Q. I think that's on the overhead projector now and it's dated, is it the the 18th August, 1995. It's addressed in the normal course to the appropriate person at Irish Intercontinental Bank. It's on, if we could just take it back please it's on Hamilton Ross Company Limited headed notepaper, with an address given in the Caymans, but on the left-hand side it is printed:

"Please reply to 8 Inns Court, Winetavern Street,
Dublin 8"?

A. That's correct.

Q. Addressed to the appropriate officer, Ms. Daire Nolan Cassidy, in Irish Intercontinental Bank and it reads:

"Dear Daire, please arrange to let me have a draft for €50,000 and debit the cost to our account number

02/01354/81". We can take it that is the Hamilton Ross account?

A. I confirm it is indeed Hamilton Ross.

Q. There is then written on it, B of I. Who would have written that?

A. Looking obviously instructions are incomplete there. My state of mind obviously is confirmed by that, that I should have said whom the cheque should have been made payable to. I would have expected it probably

Q. Somebody rang

A. Somebody rang me and said: "To whom do you wish to have the cheque payable to" and I would have confirmed Bank of Ireland.

Q. If you look at the bottom, in fairness "cheque IFO", in favour of, question mark, or query, and then written "Bank of Ireland" and is that fax? F.X.? "Foreign exchange" in relation to the drawings of the Hamilton Ross account?

A. Correct.

Q. That's the dealing ticket number at the bottom?

A. That's correct.

Q. And I think, could you just confirm that that is the same account from which instructions were given to deduct sums of money which were paid to BEL Secretarial Services for expenses which have already been dealt with in the Tribunal, isn't that correct, the Hamilton Ross account?

A. That is the pooled account we referred to on a frequent basis.

Q. And I am asking you this in relation to Term of Reference (C) in particular, that is the account from which Mr. Haughey's expenses were ultimately paid?

A. I confirm that.

Q. Very good. So that's the instruction. The next document we should look at just to deal with this transaction. Sorry, could I just ask you if we could put that letter back for the moment and if we could bring it down? Obviously the contact must have been made with you by telephone, or it would appear it was made by telephone and whoever, whether it was Ms. Nolan Cassidy or somebody else in the bank received the information and noted it on the letter, isn't that correct?

A. Yes, that is right.

Q. And can we take it there's no telephone number given for 8 Inns Court, Winetavern Street, on the notepaper, do you see that?

A. That's correct.

Q. How were you contacted during this period?

A. You know, during that period, I would have had phone calls with Irish Intercontinental Bank. They would have telephoned me on a regular basis when fixed deposits came to maturity for instructions from the clients in relation to that. So, you know, they would have known where to contact me.

Q. At your place of work?

A. At my place of work.

Q. Had you got a mobile phone?

A. At that time probably had, but I think that they used to contact me direct.

Q. At your place of work?

A. Yes.

Q. Now, the next document now we now have a document, could you describe that document please?

A. This appears to be a copy of the Hamilton Ross pool account.

Q. Yes.

A. With all the obviously other

Q. The other entries?

A. We are referring to if we see there "F.X contract note 691639" it in fact relates back to the number

Q. Yes. We can see it at the bottom on the projector there?

A. That's correct.

Q. And we can see the foreign exchange ticket, dealer's ticket?

A. That's the computer generated reference number there.

Q. Yes. And the 51 thousand odd on the other side is being debited, isn't that is correct?

A. That is correct.

Q. Now, the next document

A. This is the Darsley Nominees company account. We are now looking at the Irish pounds side of the transaction where the bank have sent the cheque payable to the Bank of Ireland for €50,000 and I have lodged the 50,000 into

Darsley Nominees Limited on the 25th October

Q. Darsley Nominees Limited, was that an account opened by you?

A. It was.

Q. After Mr. Traynor died?

A. Yes.

Q. And was it used for the purpose of carrying on the business here relating to the offshore accounts or deposits which were held at Irish Intercontinental Bank?

A. It was a medium through which one obtained Irish pounds cash.

Q. So why was Darsley opened?

A. It was a non-resident Irish pound account. We just got a company off the shelf.

Q. What had happened to Kentford?

A. Well Kentford I saw Kentford as being an account by Mr. Traynor and really, I didn't wish that to continue. It could have continued.

Q. You were a signatory on it?

A. I was a signature on it.

Q. And Ms. Williams was the signatory on it?

A. Correct. I just wish you know it was closed.

Q. Who closed it?

A. The balance was it was I think it was drawn down in cash. I don't have the closing statement. I think there was a very small balance of œ1,000 or something like that.

Q. Who closed it, who drew down the balance?

A. I would have drawn down the balance, I think.

Q. And the account would have gone to zero and left like that?

A. And left like that.

Q. No instructions given to close the account

A. I don't think I don't recall that I gave any specific instructions I think by the act of going to zero, eventually the bank would have closed it itself.

Q. And who opened Darsley Nominees?

A. I arranged for the opening of Darsley.

Q. Using a shelf company?

A. Yes.

Q. And was Darsley Nominees Limited an Irish company or a foreign company?

A. I think it's an Isle of Man company.

Q. An Isle of Man company.

A. Yes.

Q. And who were the authorised signatories on this account?

A. I am pretty sure I definitely was. I think Mr. Sam Field-Corbett was and I cannot recollect, but maybe Ms. Joan Williams, but I don't think she was. I'd have to check the mandate. I can't recall.

Q. And what resolution of the company was passed to permit this mandate?

A. And the directors of the company, if I recall, are two Isle of Man directors.

Q. Who were they?

A. Oh I'll find that information for you, I just can't

recollect it.

Q. Yes, very good. And where was the address to which the account statements were to be sent?

A. They were to be sent to 8 Inns Court.

Q. Now, in any event, having obtained the cheque for œ50,000, you lodged it to the account of Darsley Nominees Limited?

A. I did indeed.

Q. Isn't that correct?

A. That is correct.

Q. And its particulars are given as "express post lodgment", do you see that?

A. I do indeed.

Q. What does that mean?

A. It means that the system of lodging the cheque was by, there were special lodgment envelopes issued by the banks whereby you would put a lodgment docket and the cheque into that and then you went into the bank and put it into a box and the annotation on the statement then came back as "express post lodgment".

Q. And then the œ50,000 is then debited from that account, isn't that correct?

A. That is correct.

Q. By way of cheque?

A. That is correct.

Q. And would you have drawn that cheque yourself?

A. In most probability the answer is yes. I believe I would.

Q. And to whom was the cheque made payable?

A. I would imagine, I think most of them were payable to cash at the Bank of Ireland but I think probably made payable to cash.

Q. Made payable to cash. And what was done with the cheque?

A. I think it would follow the normal process and particularly in that that's a fairly large amount as you said previously. I would have phoned up the bank to say that I wished to make a withdrawal of €50,000 on the 8th of whatever, October, and could they arrange to have that for me and was it in order for me to call around to collect it? I would have probably checked to see whatever date that was and then taken the cheque, physically, with me on that morning or afternoon. I can't recall whether it was morning or afternoon, to exchange the cheque for the €50,000 in cash.

Q. Can we take it that this, that if you were obtaining a sum of €50,000 in cash, as you have said, you would have had to make arrangements, you would have had to order the money?

A. Absolutely, that's correct.

Q. Can I take it €50,000 in cash would not have been handed out over the counter?

A. I would have gone to the special dispensation window in the bank.

Q. And would it have been just ready in €50,000 and handed out or would there have been any checks made by you?

A. In amounts of that size? They are always in pre-packed

Q. In bundles?

A. Yes, in plastic containers or

Q. What size? Just physically could you describe, what are we talking about in terms of size?

A. I think it was about that width and maybe that height.

(indicating) one and a half

Q. One and a half

A. About one, between one and one and a half in width and probably, what? Six inches in height.

Q. We are talking about between 12 and 18 inches in width and about

A. Six inches in height.

Q. A fairly large bundle?

A. It fitted into my briefcase. I have an expanding briefcase so it fitted in.

Q. It fitted into the briefcase. Now, how would it have been physically handed over to you, it's a fairly large bundle?

A. In the bank?

Q. And you have confirmed that you did meet Mr. Foley in 1995 to hand over that money?

A. Yes, I did meet him, yeah.

Q. And could I ask you this, €50,000 is a very large sum of cash to be carrying around, there are security implications. Did you do that on the day on which you arranged to meet Mr. Foley or would you have carried it around in your car or in your briefcase for a length of time, around Dublin?

A. I most certainly did not. I did it on the day and I

probably left it to the last moment to go to the bank.

Q. And go straight to the meeting or thereabouts?

A. It may have been, I may have done it at lunch time, you know, I can't recall and then would have delivered it that evening, yes.

Q. Was any query ever raised by the bank as to why you wanted this type of money in cash, Bank of Ireland?

A. Not with me. I was still I was getting the cash from a bank. It had issued previous cash payments to me and for this amount, it hadn't been raised.

Q. And was it regularly that they issued cash payments to you?

A. It wasn't regular. You can even see on that statement, it was €50,000 in October or September and then the next one was €20,000 in December. Within a three month period there we had

Q. €70,000 coming out in cash, would that be right?

A. Correct.

Q. In fact, if one looks at the statement itself one would not have a clue that cash in fact was obtained, is that correct?

A. Yes, you know, that's true, no.

Q. In fact what happened was a cheque was drawn on the account and that was exchanged for cash, isn't that correct?

A. That is indeed correct, yes.

Q. And why was that?

A. You know, I suppose as a person externally from the banking system, I am used to issuing a cheque in return for cash.

There was no particular reason

Q. But we have seen previous instances in the case of Kentford Securities account where the particulars on the statement indicated that cash was obtained, is that right?

A. That's true, yes.

Q. This is somewhat different, is it? An observation, an observer looking at this would believe that a cheque had just been drawn, is that correct, that cash had not been obtained?

A. Yes, I should further clarify another reason for cheques in this regard, as I have stated; you know, I was not around during the day to do this and I was facilitated by a person in Mr. Sam Field-Corbett's office where I would write out a cheque payable to cash and they would go along to the bank and collect the cash on my behalf. In this case, because it's such a large amount, I would have gone myself.

Q. Well, we just and it was this cash that you took to the meeting with Mr. Foley, is that right?

A. It was indeed.

Q. Now, I know that in your Memorandum of Evidence you furnished to the Tribunal, when this was prepared you didn't have a recollection of the meeting but you now do have a recollection of the meeting, is that correct?

A. Yes.

Q. And you do remember meeting Mr. Foley?

A. I do, yes.

Q. Now, that meeting had to be arranged, isn't that correct?

A. Absolutely, yes.

Q. And I think Mr. Foley has informed the Tribunal that he made an arrangement to have that meeting, isn't that correct?

A. He recollects that. I expect he did, you know, we made an appointment, it had to be in Jury's and, yes, there had to be an arrangement made, of course. Yes.

Q. And he'd have to ask for the œ50,000?

A. That's correct.

Q. And I think you are aware that Mr. Foley has informed the Tribunal and will give evidence that after Mr. Traynor's death in May of 1984, he became concerned about his, what he describes as his investment?

A. I believe that to be the statement that he has made, yes.

Q. And that he had not been receiving statements?

A. I believe that to be his statement.

Q. And I think you know that he has informed the Tribunal that he had difficulty contacting you?

A. That's as I understand to be the case.

Q. And he has informed the Tribunal that he did finally succeed in making contact with you in August of 1995, isn't that correct?

A. That's correct.

Q. And I think he has informed the Tribunal, and you are aware of this and it has to be correct, that he informed you that he was anxious to withdraw œ50,000 from his investment?

A. Correct.

Q. That information had to be conveyed to you because you had to get the money?

A. Absolutely correct, yes.

Q. And I think he has informed the Tribunal that he was also anxious to obtain statements in relation to his investment so that he could see where he stood, isn't that correct?

You know he has informed the Tribunal

A. I believe he has informed the Tribunal.

Q. Have you any reason to disbelieve that?

A. Not at all, but I don't remember bringing statements along to this meeting.

Q. I am not saying you brought statements, but that he was anxious to get statements. Would you accept that?

A. I would indeed, yes.

Q. You know that he has informed the Tribunal that you informed him, when he was looking for the €50,000 that he was seeking a large withdrawal and that you informed him that his investment was being dealt with by Mr. John Furze?

A. I would have expected I would have done that, yes.

Q. You have no reason to disbelieve, or doubt, Mr. Foley's recollection in relation to it?

A. Not at all.

Q. And I think you know he has informed the Tribunal that in early September of 1995, he arranged to meet with you in Jury's Hotel in Dublin so that you could furnish him with the funds he wished to withdraw?

A. I believe that to be correct.

Q. Yes. And I think you know that he has informed the Tribunal that he hadn't met you before

A. Yes, I can confirm that.

Q. And that in order to know with whom he was meeting at Jury's Hotel, you gave a description of yourself to him.

Does that seem correct?

A. Well, I have given the same description to numerous people. I am afraid my white hair is fairly distinctive.

Q. Does it seem his recollection seems correct?

A. Yes.

Q. And he has informed the Tribunal that at that meeting in Jury's Hotel, you gave him œ50,000 in cash, is that correct?

A. That's correct.

Q. Now, can we just take it slowly. Mr. Foley contacted you and informed you that he wanted to withdraw œ50,000?

A. I believe that that's indeed what happened.

Q. And indeed he had to identify himself to you, who he was, for that purpose?

A. I believe he would, yes. He would.

Q. Can there be any other

A. Yes, he would.

Q. And you had to go about getting the money, isn't that correct?

A. That is indeed correct.

Q. And you would have known who Mr. Dennis Foley was at that time, isn't that correct?

A. I would have recalled him from the previous years of the instant

Q. Yes, from your dealings with him. And you would have known that he was a public representative from Kerry, is that correct?

A. I believe I would have. I wouldn't know much detail. I would have known of him.

Q. And to get when Mr. Foley made the initial contact and indicated he wanted to withdraw €50,000 and he wanted some statements, you were able to inform him that his investment was being dealt with by Mr. John Furze, isn't that correct, according to Mr. Foley?

A. Yes. You know, that was consistent right away because Mr. Traynor had died in May of the previous year and Mr. Furze now, at this stage of course had, would have left Ansbacher and was in the course of setting up Hamilton Ross as we know it. There would have been other business set ups, but in relation to here, would have been in direct control of Hamilton Ross.

Q. Yes. But when Mr. Foley contacted you, you knew that his monies were under the control of Mr. Furze, isn't that correct?

A. Well, I would have I expect I would have contacted John Furze and confirmed that.

Q. Well, Mr. Foley has informed the Tribunal that he made he had difficulty making contact with you. He did contact you. He told you he wanted €50,000. You informed

him that it was a large sum of money

A. I expect I did.

Q. Or words to that effect. He also has informed the Tribunal that he wanted statements from you to know where he stood?

A. Mm-hmm.

Q. And he says that at that time you informed him that he was seeking a large withdrawal "and he informed me that my investment was being dealt with by Mr. John Furze." So when Mr. Foley made contact with you, you knew you were dealing with somebody whose investment was under the control of John Furze, isn't that correct?

A. Well, nobody has ever contacted me who has not had an association with Mr. Furze. So, by the mere fact of him contacting me was indication to me he must have had contact with Mr. Furze.

Q. Just to be clear about this now. Just anyone couldn't ring up and say "can you get me œ50,000"?

A. That's the point I am making. So by that mere fact of doing that

Q. Yes.

A. You know, indicated that he had an association with an account under the control of Mr. Furze.

Q. But now let's be clear about this, Mr. Collery. The whole operation of Ansbacher was kept secret, isn't that right?

A. That is absolutely correct, yes.

Q. And when somebody rang you up, you had to satisfy yourself that you knew who you were dealing with, that it wasn't

somebody from a regulatory agency or something like that, isn't that correct?

A. Absolutely. You know in some cases, there were files and you know, we have seen copies of those. In some cases there are no files in relation to an account, and unfortunately this is one of the accounts to which there were no files in the files.

Q. Yes. Well we will deal with that presently, but I just want to you then did obtain the €50,000 in cash?

A. I did indeed, yes.

Q. You did issue an instruction to Guinness & Mahon to debit the Hamilton Ross; sorry, Irish Intercontinental Bank to debit the Hamilton Ross account, main account with them, isn't that correct?

A. I did indeed, yes.

Q. And then in respect of that particular transaction, you, on the bureau system, debited A/A 40 with the same sum of money in sterling?

A. I did indeed, yes.

Q. So there can be little doubt but that as of 1995, when this particular dealing took place, you knew that you had given €50,000 to Mr. Dennis Foley. You knew that that money had come out of Hamilton Ross' account with Irish Intercontinental Bank and you knew that you had made an adjustment by debiting that sum to A/A 40?

A. That's correct.

Q. Would you agree that in those circumstances you had no

doubt, as of that time, that the account was Mr. Foley's?

A. As of that particular time, I had no doubt.

Q. And you had no doubt that when you carried out that particular transaction, that there was a balance left on the account of £139,737.35 sterling, isn't that correct?

A. Well that would be there by

Q. I am just saying on this statement generated by you, that the debit left a balance, as of 1995 of nigh on £140,000?

A. It did indeed.

Q. In sterling. Sorry, I beg your pardon, sorry, I beg your pardon, I should there was a balance of 140 odd thousand pounds, you took out 51 and a half thousand pounds. It left a balance as of that date of £88,312.35?

A. Yes.

Q. And as of 1995, you knew that Mr. Foley continued to have a balance in the Hamilton Ross accounts, isn't that correct?

A. I, in retrospect, I do agree with that.

Q. It's so, isn't that the fact?

A. It is a fact, okay, that is correct.

Q. You knew?

A. In that time I knew.

Q. And you had been operating the A/A 40 account for many years?

A. It was in the bureau system and automatically included interest over those years and it had some transactions, you will see from it.

Q. Now, when Mr. Foley contacted you looking for the £50,000

in the statements, you were able to tell him that the funds were under the control of Mr. Furze, or his investment was under the control of Mr. Furze, isn't that correct?

A. Well, all of Hamilton Ross was in control of Mr. Furze.

Q. You knew Mr. Dennis Foley was talking to you. You knew who Mr. Dennis Foley was because you had dealt with him previously in Guinness & Mahon on a normal resident deposit account?

A. Yes.

Q. And you were able to tell this man that his affairs were being dealt with by Mr. John Furze?

A. At that time or around that time, yes, I did.

Q. And would it not be safe to assume that in those circumstances that you knew, prior to 1995, that Mr. Foley's account was A/A 40?

A. No, I didn't know before then.

Q. How did you know then to tell Mr. Foley, when he contacted you, that his affairs were being looked after by Mr. John Furze?

A. Because I have said and given previous evidence on this, in some cases I knew customers because I was able to see on a file or refer to a file and I have given evidence previously, and seen frequent transactions over an account and verify that. Where an account did not have frequent transactions over it or did not have a file in the number of files, then I would have referred, confirmed with Mr. Furze that the transaction was in order and I possibly, and

I believe I probably did here as well.

Q. The information in relation to these accounts was in Ireland and not in the Cayman Islands, isn't that correct?

A. The accounting of them was but there was, you know, information, I believe, in Cayman as well.

Q. Which

A. And there were files here in relation to those accounts

Q. Absolutely. The files, let's be clear about this now Mr. Collery, the files in relation to these accounts were maintained in Ireland by Mr. Traynor initially, isn't that correct?

A. The correspondence file, that is correct, yes.

Q. And that information was in the first instance maintained by Mr. Traynor in the premises of Guinness & Mahon Bank in Dublin, isn't that correct?

A. That is correct.

Q. He then took it from there for a short period around the corner to office accommodation in Trinity Street and then to the offices of Cement Roadstone Holdings, isn't that correct, isn't that what happened to the files?

A. Well, I don't know whether the files physically moved in the interim period. Certainly they moved to 41 Fitzwilliam Square, the files moved there.

Q. So apart altogether from the postings on the bureau system, there were actually physical files relating to the accounts, isn't that correct?

A. They were indeed, yes.

Q. And you went through an exercise with Mr. Furze after Mr. Traynor's death where he got rid of a substantial number of files on the basis that they were no longer relating to existing clients, isn't that correct?

A. That is, I believe, correct.

Q. And the clients were capable of being identified from the files, isn't that correct?

A. That would have been correct.

Q. So that the identity of all the clients was always available in hard copy form in Ireland, isn't that correct?

A. In the majority of cases, that is correct.

Q. Now, when you were approached by Mr. Foley, did you have a file?

A. No, I do not believe that I had a file.

Q. Think about it. Did you have a file relating to A/A 40?

A. No.

Q. And who told you that A/A 40 was Mr. Dennis Foley's account?

A. I believe the sequence of events, I must have had a call from Mr. Foley to say he wanted to withdraw €50,000 from his account and that Mr. Traynor was looking after it for him. I would have phoned Mr. Furze to confirm that and he would have confirmed "yes, it's in order" and he would debit A/A 40.

Q. That information would have been available, only available to Mr. Furze by reason of a file he took back to Cayman after Mr. Traynor's death, isn't that right?

A. That may well have been the case.

Q. Isn't that the case?

A. I cannot confirm that because

Q. Let's be clear about this. This was primarily a Dublin operation?

A. I have confirmed that that is the case.

Q. And Cayman was almost being used as a convenience address in that respect?

A. I also confirm that, yes.

Q. But one way or the other, as of the time of this transaction at least, you became aware that Mr. Dennis Foley was A/A 40?

A. Yes, I can confirm that.

Q. And you had no doubt about it?

A. I had given him €50,000.

Q. Exactly, yes, in cash. Now, Mr. Foley has informed the Tribunal that he was interested in getting statements because he wanted to know what state his investment or account was in, isn't that correct?

A. I don't recall that he asked me for the statements at this particular meeting but if he confirms that, then I accept that he

Q. When he initially approached you to get the €50,000 he asked for statements?

A. I don't recall that he did, but if he did, if he says that, then I would respect that he did say that.

Q. Very good. Why would he have not been receiving statements

after Mr. Traynor died?

A. Well if he asked me for them, you know, I would have given them to him because I had the files, I would not have

Q. You had the files?

A. Yeah.

Q. You knew the identity of the clients, isn't that correct?

A. I had the files and in this case as I have stated, identified Mr. Foley from Mr. Furze and then he was looking for statements, I would have given him the files. I would have given him the statements. Now, I don't recollect that I gave him the statements at that particular time.

Q. Yes. But there would be no difficulty, you knew who he was, you could have sent him the statements for A/A 40?

A. Yes and I don't know whether Mr. Foley has confirmed if I gave him the statements.

Q. We will deal with statements at a later stage but Mr. Foley, and in fairness to you and to Mr. Foley, Mr. Foley is not saying that you gave him statements at this time?

A. Okay.

Q. But there would have been no difficulties in sending him statements?

A. None whatsoever.

Q. Why weren't they sent to him?

A. That's that's where my confusion is. If I was asked for them, I would have given them and therefore I have to assume that I wasn't asked for them. I wouldn't have withheld them in any way.

Q. I am not that's not what I am suggesting Mr. Collery at all. You continued to apply interest to this account, or this account in the bureau and other accounts in the bureau?

A. That is correct, yes.

Q. The bureau system. And what did you do with them? Did you send, in the usual way, a copy to Cayman?

A. And I held a copy in the files and if a customer of Mr. Furze did request copies of statements I would furnish those

Q. A client of Mr. Furze, is that correct, a client of Mr. Furze?

A. Yes.

Q. Mr. Furze was not a bank?

A. Then I would have furnished a copy of those statements that I had in my possession to him.

Q. And can I take it that that was the same, the same applied to all of the statements you generated on the bureau system over this period of time? That you sent a copy to Cayman, you kept a copy here and if a client asked for them, you would have furnished them?

A. That is correct, yes.

Q. And did you furnish statements to clients?

A. To clients? I did, yes indeed. I thought it was my duty.

Q. When they asked?

A. When they asked. Persons, you know, I am a banker by profession and I am very conscious of the accountability to

a person for their funds that they have deposited in their account and yes, I would have done so.

Q. And you had no difficulty, you could just run them off the computer or you in fact generated them quarterly or whenever?

A. No, these were now, if you call they came off on a quarterly basis and were held in a file on an annual, so I would have to photocopy them and go through each

Q. There was no major difficulty with you doing that?

A. Only in time.

Q. Yes. And during this period when you were asked by clients for statements, you say you furnished them with the statements?

A. I did indeed, yes.

Q. And you didn't trim the tops off, did you?

A. No.

Q. So can we take it that after Mr. Traynor's death, you did in fact furnish statements to clients bearing the name "Ansbacher" or "Hamilton Ross" or both?

A. Yes, depending on the period that was being covered.

Q. Depending on the period that was being covered.

A. Yes.

Q. And if Mr. Foley had asked you for a statement at that time, can we take it you would have furnished it?

A. I certainly would, yes.

Q. When you met with Mr. Foley to give him the \$50,000, did you hand him your briefcase or how did the transaction take

place in Jury's Hotel?

A. I would have expected that I would have, when I got back to my office, and that's what I believe would have happened, or I would have taken from the office a very large, one of, you know, large brown envelopes and I would have put the bundle of cash into that and just handed that out of my briefcase to Mr. Foley.

Q. I see. In the foyer of the hotel or

A. Probably in some discreet corner of the bar in Jury's I would have thought.

Q. And can we take it because you gave a description of yourself to Mr. Foley, he was the one who recognised you as you came in?

A. Absolutely, yes. It's been something that's happened on a number of occasions.

Q. And were you quite happy to deal with him, you didn't require any formal identification like a passport, driving licence, anything of that nature, you knew what you were dealing with?

A. I took the trust.

Q. You knew what you were dealing with?

A. After all I had got the phone call and

Q. Yes. Now, I think the Tribunal, at paragraph No. 11 asked you for your knowledge, direct or indirect, of and details of, your involvement in the closure of account A/A 49 and the transfer of the account balance on the account of œ33,677.33 sterling to account A/A 40 on the 1st April,

1997. You were asked for details of your dealings in relation to this transaction with the late Mr. John Furze, Mr. Dennis Foley or any other person, and in particular the person or persons from whom you received instructions to effect the transfer and you were sent a copy statement of account A/A 40, is that correct?

A. That's correct.

Q. And if we look at the A/A 49 account, first and we can see that on the 1st April, 1997, is that correct

A. That's correct, yes.

Q. Value date the 31st March, 1997. To A/A 40, the balance on the A/A 49 account, is that correct?

A. That is correct.

Q. It ends up with a zero balance then. If we look at the A/A 40 account, we see that money coming out of the A/A 49 account and going into the A/A 40 account?

A. That's correct, yes.

Q. And you of course had previously on the bureau system back in 1990, opened A/A 49, is that correct?

A. Yes, I had, yes.

Q. And the proceeds of Mr. Foley's resident deposit account in Guinness & Mahon went into it, is that correct?

A. That's as we now know, yes.

Q. So can we take it that in 1997 when this particular transaction was taking place, you knew that the proceeds of A/A 49 were going into Mr. Foley's account in A/A 40?

A. In 1997, I did, yes.

Q. Now, I think what you informed the Tribunal when you were asked about this transaction and you said that: "Mr. Furze had at this time, April 1997, left Ansbacher Cayman Limited and had joined a new company in Cayman. I advised Mr. Furze that I was no longer in a position to give him the services I had previously provided to him, and that he should take steps to deal directly with his clients. To this end he started to tidy up the accounting details and transfer the funds from accounts in Dublin back to Cayman. The amalgamation of A/A 49 and A/A 40 was part of this tidy up and was on the sole instructions of Mr. Furze."

A. That's correct.

Q. Now, was this during the period of the commencement of the McCracken Tribunal?

A. That is correct.

Q. And did Mr. Furze become aware that the McCracken Tribunal, at an early stage, were interested in the Ansbacher accounts?

A. He did indeed, yes.

Q. And I think Mr. Furze was subsequently involved in litigation in the Cayman Islands with the McCracken Tribunal?

A. Correct, yes.

Q. So as of the 30th April, 1997, there was a balance in Mr. Foley's account in Hamilton Ross, £129,850.61 sterling?

A. That's correct.

Q. Approximately £130,000?

A. That's correct.

Q. Now, I think the next matter which was raised with you by the Tribunal was that you were asked for details of your involvement in the preparation of statements for account A/A 40 for the period from 1997 to July 1998, isn't that correct?

A. That is correct.

Q. And you were asked to "include the manner and circumstances and location in which the statements were prepared in relation to a debit of œ5,000 to the account on the 30th September, 1997, referred to as "JAF: Fee". Your knowledge, direct or indirect, of the items to which the debit relates and the source of such knowledge" and you were sent copies of the handwritten statement of account A/A 40, isn't that correct?

A. That is correct.

Q. Now I think that you informed the Tribunal that around May of 1997, the funds in the Dublin accounts of Hamilton Ross Limited were transferred to Cayman and as a result, you had no further need to track transactions made by the clients of John Furze, is that correct?

A. That is correct.

Q. They, being the clients, would now have to contact directly and you would have to make the necessary arrangements from Cayman, is that correct?

A. That's correct.

Q. You informed the Tribunal that "in July of 1997, Mr. Furze

died suddenly and as is now known, between May 1997 and the time of his death, he had not got around to setting up detailed records for his clients", is that correct?

A. That's correct.

Q. His records would have been expected to show that the closing balance from each client in the confidential account ledger to the individual ledger in his books and a reconciliation of the balances from the Dublin bank account to the new bank accounts in Cayman, is that correct?

A. That is indeed correct.

Q. Now, just to be clear about the account of A/A 40. There was no trust involved in respect of that account, isn't that correct?

A. Not to the best of my knowledge.

Q. And the monies were being taken out of Irish Intercontinental Bank back to Cayman, isn't that correct?

A. The pool accounts in Irish Intercontinental Bank.

Q. I hate using the expression "back to Cayman", they were going to Cayman from Dublin, isn't that right?

A. That is correct.

Q. Was this because of the existence of the McCracken Tribunal or regulatory authorities who might have an interest once the McCracken Tribunal reported?

A. I think it was driven by a number of factors. Certainly the McCracken Tribunal would have been a major decision in that, but also I had no interest on this at this time, I had my job and this was not part of my normal work, and Mr.

Traynor had died, so my relationship with him - Mr. Furze had left Ansbacher and he wished to start a new business, as I understood it, in Cayman and this was the launch pad for him to do so to (A) have funds and (B) have clients within his company.

Q. Let's be very careful to explain to the public what was happening on the Cayman side of things?

A. Okay.

Q. Mr. Furze had previously been employed in Ansbacher Cayman?

A. That's correct.

Q. There existed, and we will be going into this in greater detail at a later stage in the Tribunal, there existed many trusts in Cayman, isn't that correct?

A. Trusts and companies.

Q. Trusts and companies, or companies and trusts over companies, isn't that correct?

A. That's correct, yes.

Q. And the trustees were usually Ansbacher Cayman, isn't that correct?

A. That is indeed correct.

Q. Or it might have been director in that particular company?

A. I believe in some cases that was correct, yes.

Q. And in some cases even Mr. Furze was a trustee, is that correct?

A. That is correct.

Q. When Ansbacher Cayman was taken over by the South African bank, they wanted to regularise matters, isn't that

correct?

A. That I believe to be correct, yes.

Q. And from your knowledge, they appear to have become somewhat concerned about what was happening in Dublin, isn't that correct?

A. I believe that they wished to take more control of what was happening in Dublin, yes.

Q. And Mr. Furze either decided, or was encouraged, or it was a mutual parting of the ways, isn't that correct?

A. I believe that's a fair assessment, yes, correct.

Q. And he moved funds which he was managing into an account of Hamilton Ross outside of the Ansbacher net, isn't that correct?

A. Yes, I believe he set or he either had set up or did set up, or used, this company called Hamilton Ross and moved the funds which were directly under his control into and under his control of Hamilton Ross.

Q. This process had been going on for sometime, isn't that correct?

A. Yes, it wasn't an instantaneous

Q. An overnight. And in the first instance, Hamilton Ross was used as a vehicle by Mr. Furze and Mr. Traynor to hold funds within the Ansbacher system, isn't that correct?

A. That I believe was correct, yes.

Q. And then a change took place. Was that after Mr. Traynor's death or before Mr. Traynor's death, of Hamilton Ross going out on its own, in effect?

A. I believe it was after Mr. Traynor's death.

Q. But that there remained within Ansbacher large sums of money in companies or in trusts with reference to Irish residents, isn't that correct?

A. Which had not moved into Hamilton Ross.

Q. Which had not moved into Hamilton Ross.

A. Absolutely correct, yes.

Q. And funds moved into Hamilton Ross did refer to Irish residents, isn't that correct?

A. Yes, that is correct.

Q. And there were some people in both?

A. Yes, and I need to qualify, you know, we know that there were funds within Hamilton Ross which relate to non Irish residents as well.

Q. Yes. Yes. But that some Irish residents remain, some of their affairs remained in Ansbacher and some of their affairs went to Hamilton Ross?

A. That is correct.

Q. And where Mr. Furze was a trustee or where the, if trust monies did move into Hamilton Ross, he could have issued the instruction as a trustee, is that correct?

A. That is the only case he could have issued an instruction, if he was a trustee, yes.

Q. Now, A/A 40 was not in any trust, is that correct?

A. I am not aware that it was.

Q. So how could the funds in A/A 40 move into Hamilton Ross?

A. Because as we have just said, within Ansbacher it was

already within Hamilton Ross, I believe in the name of Hamilton Ross, so the moving of Hamilton Ross or assigning the funds out of Ansbacher into bank X or whatever, I don't know what the bookkeeping entries would have been in Ansbacher, but in some way, with the movement of the funds; if you think about it, if the movement of funds from the in 1992 from the Irish Intercontinental Bank from the pool account of Ansbacher into the name of Hamilton Ross, then automatically in Cayman, the corresponding entries would have happened and therefore those self same accounts would have moved out of Hamilton Ross' books into Ansbacher's and then out here. John Furze would have set up his own bookkeeping or should have set up his own bookkeeping to keep the records.

Q. He didn't though?

A. He didn't.

Q. In fact, before Mr. Traynor's death he controlled the whole lot effectively as regards the Irish ends of things?

A. He did indeed.

Q. Both the funds in Ansbacher, the funds in Ansbacher under the designation of Hamilton Ross?

A. That's correct.

Q. And A/A 40 was initially in Ansbacher itself, prior to that Guinness Mahon Cayman Trust?

A. That's correct.

Q. It then went into Hamilton Ross in Ansbacher, isn't that correct?

A. That is correct.

Q. And then it moved out of Ansbacher into Hamilton

Ross Hamilton Ross removed it from Ansbacher and it remained under Hamilton Ross?

A. That I believe to be the sequence of events, yes.

Q. Now, I think you informed the Tribunal that early in 1998, you were contacted by Mr. Barry Benjamin: "To see if I could give him assistance in creating the necessary records in Cayman and reconciling the balances from the date of transfer to the then position", isn't that correct?

A. Correct.

Q. Mr. Barry Benjamin. Who is Mr. Barry Benjamin?

A. He is the man whom John Furze had joined in this company Western International Trust Company, which I believe is a subsidiary of Bank of America Insurance Company in Florida, which had a company on one side setting up a trust company in the Cayman Islands and Mr. Furze was joining this company and joined Mr. Barry Benjamin to start off this was a new venture that was going to grow for them.

Q. Can we take it this Mr. Benjamin was the man who was in control of the funds in Hamilton Ross?

A. At this moment in time.

Q. And did from the date of Mr. Furze's death?

A. Absolutely.

Q. If you wanted a statement of your account today, how would you get it?

A. You would have to go to Mr. Barry Benjamin.

Q. And have you informed clients of that?

A. I have indeed, yes.

Q. And do you know if Mr. Benjamin has informed clients of that?

A. I am not aware of that. That's I haven't

Q. Are you aware of the fact that Mr. Benjamin is refusing to give information to clients?

A. He issued that statement yesterday I believe.

Q. Are you aware of that?

A. From the Tribunal I am.

Q. Yes, and are you aware that clients have been seeking information and have not been able to get it from him?

A. From the Tribunal I am.

Q. And I think you have informed the Tribunal that: "As the Tribunal is aware I was travelling extensively through the first six months of 1998 and was not in a position to give assistance. During this period, I also had indications from the Tribunal that during their investigations, people were indicating that they did not receive regular statements of their accounts and consequently they were not aware of the balances or rates of interest applied to their balances." Is that correct?

A. That is correct.

Q. I think you go on to say that you: "Would appreciate that my good name of trust and integrity is of the utmost importance to me. Consequently I became very concerned that if Mr. Barry Benjamin was unable to give such

information to his clients I might be blamed in some manner or someone might take action against me and as a result, my good name would be damaged." Is that correct?

A. That's a very high concern to me, yes.

Q. Now I think you went on to inform the Tribunal, you agreed that you would give one week of your holidays to assist him, that's Mr. Benjamin, in reconciling the balances in the individual accounts to the bank balances, and this you did by compiling manual records from the closing date of the confidential accounts, that is March 1997 that was a calculation here in Dublin, is that correct?

A. That is the closing date of the calculations in Dublin, yes.

Q. To the 31st July, 1998, that was when you, before you went to the Cayman Islands, isn't that correct, to go to see Mr. Barry Benjamin?

A. That was the period, I was actually there as I recall, sometime around the last week in July.

Q. Okay. And that you conducted this exercise in the offices of Mr. Barry Benjamin in Cayman and for your own protection you took back with you a copy of the reconciliation and account details?

A. That is correct.

Q. In the course of this exercise a number of payments were identified as having been made by the late Mr. John Furze in respect of legal fees incurred by him, is that correct?

A. That is correct.

Q. You know that that was the legal fees incurred in respect of the action he was engaged in against the McCracken Tribunal on the Cayman Islands, isn't that correct?

A. That's correct.

Q. I do not know and just to be clear about this because of matters which were, because of matters which have entered the public domain, whether a fighting fund in respect of this Tribunal has been created. Mr. Furze had died, isn't that correct, before this Tribunal commenced

A. That's an incorrect statement there, that's correct.

Q. This was legal fees in respect of the McCracken Tribunal?

A. Yes, I do accept that is incorrect.

Q. And to be clear about that, the legal fees of opposing the application of the McCracken Tribunal in the Cayman Islands, is that correct?

A. I believe that to be the case, yes.

Q. I think you have informed the Tribunal that: "I do not know if these fees relate to fees incurred for the McCracken Tribunal or the Moriarty Tribunal" but I think you have no doubt about that?

A. I mean that was done in haste and that was done

Q. There's no doubt?

A. It is the McCracken Tribunal.

Q. Mr. Furze was already dead before this Tribunal

A. That's correct.

Q. In any case, Mr. Barry Benjamin split the total of the fees between the remaining accounts. That is on the bureau

system, isn't that correct, attributable to various clients?

A. There were 19 clients left.

Q. On that particular system?

A. On that system, yes.

Q. The amount of £5,000 sterling was the apportionment allotted to A/A 40?

A. That is correct.

Q. And you have informed the Tribunal that "from the files of Mr. Barry Benjamin's office, I also got cross references for two further accounts. One of these was A/A 40 to Mr. D Foley" , isn't that correct?

A. That is correct.

Q. Now, we see this is as of the 31st July, the 31st July, 1998.

A. Correct.

Q. There is a deduction from A/A 40 of £5,000, isn't that correct?

A. Sorry, 30th September, 1997.

Q. 1997. It's attributable to the 30th September, 1997. It actually happened physically, isn't that correct, that particular transaction or entry was made when you were in Cayman, isn't that correct, in 1998?

A. That is correct, yes, but it was for interest calculation purposes because the account, pool account was debited in or around that period. I think there was a number of drawings.

Q. Let's just be clear. The McCracken Tribunal had visited the Cayman Island and had been engaged in litigation in June of 1997, is that correct, I think or May or June?

A. We take it around that period.

Q. Mr. John Furze became the "opposer" I think was the term in that litigation, isn't that correct?

A. Yes, he was one of the parties. There may have been others that I am not aware of.

Q. On the judgment which was given by the court, it's indicated that Ansbacher Cayman would comply with any order of the Court but they were not involved as opposer, isn't that correct?

A. I'll accept that, yes.

Q. Mr. Furze engaged legal services, obviously?

A. He did indeed, yes.

Q. And there stood outstanding for those legal services, a sum of 57 odd thousand pounds, isn't that correct?

A. Yes.

Q. And Mr. Benjamin inherited that situation?

A. He did indeed, yes.

Q. And the exercise which was carried out then when you visited the Cayman, but referable back to December of 1997, to September of 1997, was to apportion the cost of that litigation, isn't it, over various of the accounts on the bureau system?

A. That is what Mr. Benjamin had asked me to do, yes.

Q. The cost of the litigation was not being borne out of the

profits of Hamilton Ross, is that correct, as one might expect?

A. That is correct.

Q. If they were taking part in that. To your knowledge, were any of the clients of Mr. Benjamin or Hamilton Ross informed that they were funding or they had funded the action which the the opposition to the action which the McCracken Tribunal had taken in Cayman?

A. I am not aware that he has and taking the information that we now have, from yourself and the Tribunal, that he isn't giving anybody any information, it's unlikely that he has.

Q. Now, let's be very clear about this. The purpose of the litigation was to obtain access to documents relating to payments by the Dunnes Stores connected companies or Mr. Ben Dunne, to politicians, isn't that correct?

A. That is correct, yes.

Q. Now, why did you need to go to Cayman to carry out the bookkeeping exercise? You had the balances yourself as of March of 1997 here in Dublin, isn't that correct?

A. I did have, but I felt it quite improper, it was his responsibility, that I did it in conjunction with him. He was now in control of this and all the statements etc., although he had sent me copies of some of the statements, I wanted to be there to have ready access to whatever questions arose during that work for him, so effectively, I was doing work on his behalf.

Q. Yes, I understand that, Mr. Collery, but this was a Dublin

operation?

A. Up until March of 1997 it was.

Q. All the transactions took place here and then the information was sent to Cayman, isn't that correct?

A. Yes.

Q. And there had never been any need for anyone from Dublin to go to Cayman to conduct the business of the bank in this respect, that is bringing the balances up-to-date, isn't that correct?

A. Yes.

Q. In fact, the evidence has been that Mr. Furze would come to Dublin a number of times every year, isn't that correct?

A. That is true.

Q. And be effectively brought up-to-date on the situation by Mr. Traynor, isn't that correct?

A. That was one of the functions

Q. Yes.

A. As you know and I believe that in the case of trust accounts, obviously there were expenses and fees which would have been transacted on within Cayman and so therefore the whole picture of an account would be an amalgamation of the information sent from Dublin to him and he would have taken with him as well.

Q. Let's just be careful about this. Anyone from Ansbacher or from Hamilton Ross who came to this jurisdiction was clearly running a risk of receiving a summons from somebody, isn't that right, weren't people conscious of

that?

A. I don't know is our legislation that way inclined.

Q. I am not talking about the American system of holding people as witnesses until but if you knew as of you knew as of 1998, as of the time you went to Cayman, that this Tribunal was engaged in correspondence with lawyers relating to Cayman, isn't that correct?

A. I was aware of that, yes.

Q. And you knew that a firm of solicitors here in Dublin were acting on behalf of Hamilton Ross, is that correct?

A. I believe that he had a firm of solicitors, yes.

Q. And that Ansbacher Cayman were also using a firm of solicitors here in Dublin, is that correct?

A. That is correct, yes.

Q. And you knew, isn't this correct, that getting documents back to Cayman was a very important thing, to ensure that they would never leave that jurisdiction again, isn't that correct?

A. What period are we talking about here?

Q. The period around this time. Hadn't there been controversy raging, not particularly with this Tribunal, but were you not aware that documents, including copies of documents which went to Cayman, could not be obtained or brought back out of Cayman, they would enjoy the protection under Cayman law?

A. Documents that were there in existence, that is correct.

Q. And any copies brought back there, even of those?

A. That's true.

Q. Would enjoy the protection of Cayman law?

A. That's correct.

Q. And just to get the facts clear on this again, documents were created in Dublin, isn't that correct?

A. Yes. The bureau system, this had been created in Dublin, yes.

Q. And a copy was sent to Cayman. In fact the original was a Dublin document always?

A. Correct.

Q. And in fact when you went to Cayman in 1998, Mr. Barry Benjamin had no documents of any worth relating to Hamilton Ross other than those which had been sent by you previously, isn't that correct?

A. That is unfortunately or

Q. Absolutely the case?

A. Yes.

Q. And if you had created the documents in Dublin as had been the case, and sent them to the Caymans, you would have had to keep some copies here in Dublin, isn't that correct, of documents you created after March of 1997?

A. If I had done, for my own protection, I most likely would, yes.

Q. And those documents would have been amenable to the jurisdiction of this Tribunal, isn't that correct?

A. They would, yes.

Q. And when you went to Cayman to conduct this exercise in

July of 1998, this Tribunal was unaware that you were going to Cayman, isn't that correct?

A. They were.

Q. And even on your return, you never informed the Tribunal, isn't that correct?

A. That is correct.

Q. Did Mr. Benjamin ask you to keep it secret?

A. No, he didn't.

Q. Why did you do it so?

A. I did it for the reasons, and in hindsight it may not have been a very wise reason, and I apologise for that, but I had genuine concerns. There were conversations that I had with numerous people about, as I say in my statement, in particular about the non accountability for funds and as I said earlier in my statement, having served a large portion of my life in banking, I am very conscious that I am entrusted, or have the responsibility of the accounting of somebody's funds, then I would be very diligent in the proper accounting for that.

There was extreme pressure on me I suppose. I thought, or I believed, that my phone was tapped and that if it were true, and as Mr. Barry Benjamin said that it were, that he was unable to reconcile the balances that were transferred by John Furze to the individual accounts, then this was a very serious matter, extremely serious.

Q. Yes.

A. And I took it upon myself, I do again stress it was

probably not a very wise action, but my overriding thing of my profession probably led me in that, led me in that misjudgment of going there to reconcile and to show that everything, every last penny could be accounted for.

Q. I understand that Mr. Collery, but you could have carried out that particular exercise here in Dublin?

A. In hindsight, yes, I could.

Q. Not in hindsight. You could have, it was a simple thing.

You had the balances on the accounts as of March of 1997.

All you had to do was apply the interest, isn't it?

A. Yes, that's

Q. Because that's all you did when you went to Cayman, isn't

that right? You just applied the interest, whether it was

quarterly or for whatever period and what the appropriate

rate of interest might be over that varying time, isn't

that correct?

A. I suppose

Q. That was a simple exercise. Sorry, it wouldn't be simple

for me because I mightn't be that good at the sums, but it

was a simple exercise for you, as a banker, to apply the

interest?

A. In truth as well, the lure of an invitation to Cayman for a

week was attractive.

Q. Ah yes, I know, but Mr. Collery, you knew that this

Tribunal was conducting its business?

A. Yes, I did.

Q. And you knew that this Tribunal was seeking information

about the operation of the Ansbacher accounts, isn't that correct?

A. Yes, I did.

Q. Why did you not tell the Tribunal that you were going to Cayman to conduct this exercise and inform the Tribunal of it?

A. Because the actions, as you referred I never thought about it deeply, as you have now described it, but the actions as I seen it was a reconciliation and I do wish to emphasise this again, the reconciliation of the calculation just described as "interest on accounts" from the date of the closure of the bureau accounts right up to the 31st of July and doing that calculation and integrating into that any transactions that happened across the accounts since they had moved to Cayman.

Q. Yes I understand that, Mr. Collery. That was a simple exercise which you had always carried out and did. That's all. You could have just done the calculation, sent them to Mr. Benjamin and said "there you are, that's the position". You went and you spent seven days in the Cayman Islands, isn't that right?

A. Yes indeed.

Q. It hardly took you seven days to carry out the exercise, did it?

A. It took me two and a half days and the other two and a half was spent on Seven Mile Beach.

Q. But you now Sorry, you have informed the Tribunal that

you went to Cayman as a result of being contacted by Mr. Barry Benjamin to assist in creating the necessary records of what was, in effect, a Dublin operation and the funds had been moved to Cayman, isn't that correct?

A. Yes, that is correct.

Q. Now, you have informed the Tribunal that "from the files of Mr. Barry Benjamin's office, I also got a cross reference for two further accounts. One of these was A/A 40 to a Mr. D Foley."

Now, can I take it that

A. Sorry, may I just add the first paragraph, there might have been three additional names added to the list. I have to cross reference, but I think there were three now, in reference.

Q. To which list?

A. The list I had already furnished to you and the new list of 19 names, I think there were, of those 16 were

Q. I will come back to that in a moment, the list you had provided to the Tribunal. Now, how was the trip to Cayman paid for? By whom?

A. By Mr. Barry Benjamin.

Q. Were you paid any remuneration or was it just the holiday?

A. My expenses, just getting there, and my accommodation was paid for. That's all.

Q. When you say "Mr. Barry Benjamin", did Mr. Barry Benjamin pay for it personally or did it come out of the accounts of

Hamilton Ross?

A. I don't know how he accounted for it afterwards. I haven't obviously been involved since.

Q. Yes, okay. Now of course you had no need, as you probably accept now, you had no need to cross reference Mr. D Foley to A/A 40 out in the Cayman, isn't that correct, you already knew that?

A. I now accept that, yes.

Q. You always knew it. At least from 1995?

A. I should have known from 1995, if I pressed my memory, I would have known, yes.

Q. And in fact you had this handwritten, this is your own handwriting, is that correct?

A. It is indeed, yes.

Q. There are other codes for accounts on this document which have been obscured?

A. There are.

Q. And amounts and names, isn't that correct?

A. That's correct, yes.

Q. Where did you create this document, this particular document?

A. In Cayman.

Q. And this was at the end of July of 1998, isn't that correct?

A. It would be. I was doing the calculations up in advance of the 31st July but that was the date I did the calculation and accruals up to

Q. Yes. I think the Tribunal asked you at query number 13 "whether you provided Mr. Foley with a copy of the handwritten statement for account A/A 40 for the period April 1997 to July 1998? And if so, the date and place and circumstances in which the account statement was furnished."

And you have informed the Tribunal that you "do not believe that you provided Mr. Foley with a copy of the handwritten statement. These were intended to be a protection for myself. If I were asked for an up-to-date of a balance of an account I would have advised persons to get the details from Mr. Barry Benjamin", is that correct?

A. That's correct.

Q. I think the Tribunal inquired of you of the "details of any dealings with Mr. Foley since July 1998 and in particular, a meeting which took place at Dublin Airport at some time in the late summer of 1998, including the manner in which the meeting was arranged, the purpose of the meeting, the matters discussed and any action taken by you or Mr. Foley as a result of meeting". And in this regard, you were informed that "the Tribunal, having been informed by Mr. Foley that he had asked for the meeting in order to request your client", that is you, "to provide him with statements as he wished to put his financial affairs in order". That was the query raised but by the Tribunal?

A. That's correct.

Q. And I think you have informed the Tribunal

A. Mr. Coughlan, may I just add a correction to my statement ?

Q. Oh absolutely. I was going to take you through it and you can give the correction. I think you inform the Tribunal that "I do recall meeting Mr. Foley at Trusthouse Forte, Dublin Airport Hotel", and you say that you thought it was early in 1999 but cannot recollect the exact date, is that correct?

A. That was my writing that note, yes

Q. Do you think it took place in 1998?

A. Well, I was always of the opinion that something happened in 1999.

Q. Yes.

A. And now, obviously I haven't kept my notes of when I did or did not meet people, but if Mr. Foley travelled to meet me then he obviously has a very definite note of that and I accept his evidence that I met him in late summer of 1998 and that the event that was in early of 1999 was the sending of statements.

Q. Very good. I think Mr. Foley believes or has informed the Tribunal that he had a meeting with you in August of 1998?

A. If that's the date, I accept that, yes.

Q. But your recollection of the meeting was the meeting was in the morning do you think?

A. It certainly was in the morning, yes, and it was very early in the morning because that's the, I believe the only time or flight up from Kerry, Farrenfore, comes in quite early

in the morning.

Q. Very good. That Mr. Foley, whom you know as of August 1998 once again, was a TD from Kerry?

A. Mm-hmm.

Q. "Was looking for information in relation to the closing of his account with Guinness & Mahon (Ireland) Limited. He asked me if I could assist him in tracking where these funds went". That is the resident deposit account?

A. Yes.

Q. "As he believed they went into an account controlled by the late Mr. Traynor". Now you have informed the Tribunal "That I informed Mr. Foley that I had no access to such account details and that I was unable to help him in this matter. He reminded me of the œ50,000 Irish which I had arranged for him in August, 1995. I mentioned to him that I have seen in the records of Mr. Furze a reference to him in conjunction with A/A 40. He appeared surprised at this and proceeded to show me a copy of the letter he had sent to Guinness & Mahon (Ireland) Limited in which he requested the account to be held in joint names with his daughter."

That of course refers to his deposit account, isn't that correct, with Guinness & Mahon?

A. But I also recall that he said to me that he seemed to remember giving the exact same instructions to Mr. Traynor in relation to the account that he was holding for him.

Because

Q. In relation to his offshore account?

A. Well, I think he would have worded it "the account that Mr. Traynor was looking after" for him.

Q. And you have informed the Tribunal "That he also advised me of his personal circumstances which gave rise to the changing of the account to that of joint account holders."

I think you have informed the Tribunal "That he was also of the opinion that any funds Mr. Traynor was looking after for him was to be held for the benefit of his daughter and that he would have advised Mr. Traynor of this around the same time as he changed the account name in Guinness & Mahon (Ireland) Limited." Is that correct, that's your recollection?

A. That is correct.

Q. What he was talking about was two different accounts?

A. That is correct indeed.

Q. The Guinness & Mahon account and the one Mr. Traynor was looking after?

A. And he explained he was going for a very serious heart operation at that time.

Q. We needn't go in he did give the instructions to Guinness & Mahon and it related to his health at the time?

A. That's right.

Q. I think you have informed the Tribunal that "I may have brought the computerised generated copy of A/A 40 account record with me to that meeting and given such documents to

Mr. Foley. I trust he is in a position to confirm if I gave him such records. I have had no further meetings or contact with Mr. Foley since that meeting."

A. And that's obviously not correct. I had a contact with him in relation to sending the statements in 1999.

Q. Do you remember that?

A. Not directly. As you know I had various requests from people for statements, which I supplied, and if I gave them to him I wouldn't have seen him as any different.

Q. Well we don't know that Mr. Collery. You have provided statements to many people, have you?

A. Not to many but to a number.

Q. Very good. You have provided statements to a number of people. How have those statements been given, have they been sent by post?

A. No, by hand.

Q. By hand. In all instances?

A. Not in all instances. I then sought specific guidance from the Tribunal at a particular point in time and I cannot remember what the date was that I had this, these requests, and if I remember correctly the advice given was that at this moment in time you would prefer if I didn't do that.

Q. I just want to be clear about this. You received requests and you gave statements to people?

A. Up to a certain date.

Q. When was that?

A. The exact date, I can't remember what the cutoff date was.

Q. Approximately?

A. It was early in 1999.

Q. Early in 1999?

A. May, probably May. It had to be up to May because I gave the statements to Mr. Foley in May.

Q. Mr. Foley says you did. I am asking you for your recollection of events. I am asking you for your recollection of events?

A. May or June.

Q. So you were giving statements up to May or June of 1999 to people, is that correct?

A. People requested it to assist them in either assisting the Tribunal or assisting

Q. No, you gave statements to people up to May or June of 1999, is that what you are saying?

A. I did indeed, yes.

Q. And how did you give the statements to people?

A. If they requested it, physically handed to in most cases.

Q. And in the cases where you did not physically hand them?

A. In this case

Q. Sorry, in the cases, Mr. Collery, which you did not physically hand the statements over?

A. There were no other cases, other than one case, that I didn't physically hand them over, that I can recollect.

Q. Who was that?

A. Mr. Foley.

Q. How did Mr. Foley receive the statement?

A. By post.

Q. To where?

A. I cannot recollect.

Q. It's the only one?

A. I really cannot recollect.

Q. It's the only one Mr. Collery?

A. Then I must have sent it to his home address in Tralee.

Q. Would you have sent it under copy of a letter?

A. I don't believe I would because these were, time was at a premium here and I just would have

Q. What time was at a premium?

A. My time, my personal time, so I would have photocopied and stuck them in an envelope and sent them off.

Q. With the names "Ansbacher Cayman" or "Hamilton Ross" or whatever?

A. Certainly would. I wouldn't have I was not in the habit of trimming them.

Q. How it's the only case that you say that this was done, you can recollect. That was fairly confidential stuff, is that correct?

A. It certainly was, yes.

Q. For a politician, it was potentially a difficulty, isn't that correct, potentially?

A. Potentially, yes.

Q. It was in the middle of inquiries which were being conducted, not just by this Tribunal but by other investigatory authorities?

A. Yes.

Q. I will come back to deal with the Tribunal in a moment, but can I take it that you would have been conscious of that fact and would have required and would have desired to maintain confidentiality?

A. There are a number of things that I desired to do in all my actions here. That if people are endeavouring to help whatever authorities are, that they need records of their accounts, whether it be revenue authorities or whatever and by me assisting them, I didn't feel that I was doing anything improper

Q. That's not what I am asking you Mr. Collery. Just listen to the question now. You knew that Mr. Dennis Foley was a politician?

A. Yes, I have already accepted that.

Q. I'll come back to the meeting in 1998.

A. Mm-hmm.

Q. But accepting for the moment that the statements were given to Mr. Foley in May of 1999 and you say it was the only occasion where you didn't personally hand the documents to the person who requested them, isn't that correct?

A. That's correct.

Q. Would you not have been conscious of maintaining confidentiality, as anyone conducting banking business would?

A. I would and I believe that I did.

Q. Well how did you ensure that Mr. Dennis Foley got them?

Did you mark it "private and confidential" or words to that effect?

A. Well you know, I expect that things sent in our postal system are confidential.

Q. Now Mr. Collery, come on, you worked in a bank long enough, you have seen lots of envelopes where they are addressed "private and confidential", "addressee only" or words to that effect. Let's be clear about this, Mr. Collery. You never gave this information to the Tribunal, isn't that correct?

A. I accept that, yes.

Q. And you were sending these statements to a politician?

A. In this case, yes.

Q. How did you ensure that confidentiality between you and Mr. Foley could be maintained in respect of the statements?

A. I didn't. I sent them in the post and that was the extent of my insurance of that.

Q. Well if you had such an easy attitude to it, why didn't you inform the Tribunal?

A. But with respect, and not in particular cases, we did have a conversation about clients looking for copies of their accounts.

Q. Don't talk to me, Mr. Collery, about conversations. I am asking you for your evidence. You had information which you did not make available to the Tribunal, isn't that correct?

A. In this case, yes, I accept I do.

Q. And you were sending statements to somebody and you were not informing the Tribunal of this?

A. That I accept.

Q. Can I take it that there must have been, in your own mind, some degree of sensitivity about it.

A. Yes, there was and

Q. And all I am asking you, because I am just trying to establish the facts about this, how did you ensure that it got to Mr. Foley without it falling into somebody else's hands.

A. I didn't send it other than by normal post and that, I had to trust the normal postal services did deliver.

Q. Now can I ask you this, you said you don't believe you sent a letter with it?

A. I don't recall. I could have put a handwritten note, I don't recall.

Q. Well just think about it for a moment, Mr. Collery. If Mr. Dennis Foley, or any other person, received an envelope and opened it and saw a load of bank statements saying "Ansbacher Cayman" or "Hamilton Ross, Cayman Islands", no name on it, "A/A 40" and various balances, how would that mean anything to anybody?

A. It wouldn't.

Q. Except in two ways; there was a letter with it, is that right?

A. Sorry, the address of course on the front of the envelope will tie the two situations up.

Q. How?

A. Sorry, may I ask; sorry, I have missed the point in the question.

Q. Somebody receives, in the post, a statement, "Hamilton Ross, A/A 40" and a balance on it. What does that mean to anybody? How do they know where it came from?

A. Well, if the person is expecting it.

Q. That's what I am just about to ask you.

A. Sorry, I do apologies.

Q. Mr. Dennis Foley has informed the Tribunal that the meeting in August of 1998 was to ask you for statements, isn't that correct?

A. That is that's what Mr. Foley has said, yes.

Q. Do you have a different view about that?

A. He may well have asked me for statements but I do also remember all the other situations that were explained to me that I was, that I was not aware of up until that point in time.

Q. And anything else you discussed?

A. No, no, there wasn't.

Q. Nothing else discussed?

A. That was fairly substantial.

Q. Was there anything else discussed?

A. Not from my recollection.

Q. Now, as of the time you met Mr. Foley in 1998, if it was August 1998, you had in fact brought all the balances on the accounts up-to-date as of July of that year; isn't that

correct?

A. I had indeed, yes.

Q. And you had brought that information back with you from the Caymans, isn't that correct?

A. Yes, I had.

Q. And you had the statements?

A. The handwritten ones, yes, I had.

Q. Did you bring those to the meetings with you?

A. No, I didn't.

Q. At Dublin Airport.

A. I see those as my records the only record that was attributed to me was the computer generated ones. Anything else was the responsibility of Barry Benjamin as far as I was concerned.

Q. Did you bring computer generated copies of the A/A 40 account records with you to that meeting?

A. As I said, I don't recollect that I had and obviously now Mr. Foley's confirmation

Q. You didn't say that. You didn't that's not what you said to the Tribunal. You informed the Tribunal forget about what Mr. Foley is saying in his statement for the moment. I am asking you for your recollection. You informed the Tribunal that you may have brought the computer generated copies of A/A 40 account records with you to the meeting, isn't that correct?

A. That is correct.

Q. I just want to be clear about this now. You furnished this

statement to the Tribunal before you were aware that Mr.

Foley had informed the Tribunal of the meeting in August of 1998, isn't that correct?

A. I want to be very clear now on the question.

Q. Yes, be very clear. You were furnished with a statement this morning, an addendum to Mr. Foley's Memorandum of Evidence?

A. That's correct.

Q. And it was only in that particular document this morning that you were furnished with, that Mr. Foley and this is no criticism of Mr. Foley, he is dealing with something which had been overlooked but it was in that particular document this morning that you were furnished with that, for the first time, you were seeing that Mr. Foley was informing the Tribunal of his meeting in August of 1998 with you.

I am not saying it's the first time Mr. Foley told the Tribunal. I am saying that's the first time you saw the statement of Mr. Foley. This morning.

A. With the greatest respect and I wish to be clear because I am endeavouring to be so, is that in question 14? I was asked particularly: "In this regard, the Tribunal has been informed by Mr. Foley that he requested a meeting... In order to provide him with statements" (quoted). So I did hear about the statements issue.

Q. You heard about it. You had been furnished with Mr.

Foley's Memorandum of Evidence to the Tribunal, isn't that correct?

A. That is correct.

Q. You then furnished your statement to the Tribunal, isn't that correct?

A. That is correct.

Q. The statement, or your memorandum, I beg your pardon, your memorandum.

A. Yes.

Q. And Mr. Foley, through his lawyers, was just correcting a few matters and an omission that may have been made, not any fault of Mr. Foley's?

A. Correct.

Q. And you saw that this morning?

A. I did indeed, yes.

Q. And it was in this morning's documents that you see Mr. Foley himself, for the first time on paper, making reference to the meeting in August?

A. Yes. There is and there is an element of doubt in my mind and I have created that element of doubt in my reply to you.

Q. All I am trying to establish is your recollection, that's all. That's all I am trying to establish, your recollection of the events.

A. I appreciate that.

Q. Now, you did inform the Tribunal yourself, forget about what you saw in Mr. Foley's document this morning for the

moment, it may assist you in a moment, but what I am asking you is; you informed the Tribunal that you may have taken the documents?

A. Yes, I can't be absolutely sure that I did on that day.

Q. You can't be absolutely certain?

A. There were as I say there were, in my mind, events of something happening in early 1999.

Q. Very good. Well then if the meeting was about seeking statements, that was in August of 1998 and Mr. Foley has informed the Tribunal that he received statements in May of 1999, was there a further meeting, to your recollection?

A. None whatsoever, no. There was only I only had one meeting with him.

Q. Very good. Was there any telephone conversation between the two days?

A. No.

Q. Was there any correspondence between you?

A. No.

Q. Over that period?

A. No.

Q. Was there any dealings with any intermediary on behalf of Mr. Foley over that period?

A. No.

Q. Did Mr. Foley have any dealings with any intermediary on your behalf over that period?

A. Not that I am aware of.

Q. Now Mr. Foley says he did press you for statements?

A. At the meeting or subsequent to that?

Q. It appears to be subsequently?

A. I don't recall that

MR. O'DONNELL: With respect Sir, I don't think that's either correct or

MR. COUGHLAN: I was reading it incorrectly.

MR. O'DONNELL: The statement is: "There was a meeting in 1995 in Jury's Hotel. My only further contact was to press him for statements" which refers to this meeting which has not been it then said that he got those statements in May 1999 and that is the statement which was provided.

CHAIRMAN: Well I think this session has been over two hours and everyone, unless Mr. Coughlan, unless you felt you had very little to go and I am conscious there may be some questions from Mr. O'Donnell and possibly from one or two other persons.

MR. COUGHLAN: I think it will be as well to rise now because I will be some further time.

CHAIRMAN: Yes. Yes, that's not going to take you to any significant disadvantage if we proceed. If I felt a few more minutes would dispose of it, clearly that's not the case, so in these circumstances, I think the usual time, 10:30, on Tuesday next.

THE TRIBUNAL THEN ADJOURNED UNTIL TUESDAY, 1ST FEBRUARY

2000.