

THE TRIBUNAL RESUMED AS FOLLOWS ON WEDNESDAY, 2ND FEBRUARY

2000:

CONTINUATION OF EXAMINATION OF MR. PADRAIG COLLERY BY MR.

COUGHLAN:

Q. MR. COUGHLAN: Now, Mr. Collery, I want to deal with the fact that you had a significant role to play in relation to the operation of these accounts over a long period of time but that particularly after Mr. Traynor's death you became the Dublin operation, all right?

A. Well, as I said before at the previous Tribunal, my role prior to Mr. Traynor's death was purely the accounting role and subsequent to his death I provided additional services to Mr. Furze to facilitate him in that.

Q. Well, Mr. Collery, in this regard, it is my intention to go through your own particular account in the bureau system to show, to see if you agree that the payments which were made to you and those represented in fact what you received, isn't that correct?

A. Yes, as I said, after Mr. Traynor's death I did receive significant payments.

Q. I am going to go through them in a moment with you. You are familiar with them and you furnished them to the Tribunal, is that correct?

A. Yes, unfortunately I haven't had the opportunity to review them but I'll do my best.

Q. If you need time you will be afforded time but I will just

hand you for the moment but I want to go back over one matter before I do that and in the to ask you about the handwritten document which came into the possession of the Tribunal in November of 1999 showed that A/A40 was referable to D Foley, that particular handwritten document.

A. Yes.

Q. There are approximately nineteen or twenty names on the list, isn't that right?

A. My recollection is that is correct.

Q. And opposite each of the codes there is a designation, is that correct?

A. A name.

Q. A name.

A. Yes.

Q. And in fact in respect of the names other than Mr. Foley's name, those names were in one way or another made available to the Tribunal over a period of time, isn't that correct?

A. I think there would have been one other name that definitely was a brand new name.

Q. Just one other name?

A. Yes, I think one other name.

Q. All of the other names were names which the Tribunal knew about and which you had discussed with the Tribunal?

A. That is correct.

Q. And in fact in many instances identified to the Tribunal?

A. That is correct.

Q. And the other name, just to be clear about this, was not a politician?

A. That is correct, to the best of my knowledge.

Q. Well I think we all know it was not, isn't that correct?

A. As I say, I believe not.

Q. And that other person whose name is opposite a particular code, I think A/A45, it is a relatively small matter of a balance of seventeen and a half thousand pounds or thereabouts, isn't that correct?

A. If that is the code, I accept it.

Q. So the public can be clear about this, in fact the only name you withheld from the Tribunal was Mr. Foley's, isn't that right?

A. When I in technical terms, I withheld two because there were two names.

Q. You then you weren't clear and you corrected that, there was never any doubt about that, it wasn't a political figure.

A. That is correct.

Q. Now, can we take it, Mr. Collery, that your own particular account which was kept on the bureau system, isn't that correct?

A. Yes, it was.

Q. Does that account, or what's indicated on the account - I haven't put anything up at the moment - represent, in effect, a payment for the work being done?

A. Yes, it does.

Q. And I think is it correct to say that there are over the years some drawings from the account that it shows a pattern of growing, isn't that correct?

A. That is correct.

Q. And the first statement that we have in respect of the account is in 1986, isn't that correct?

A. That is correct.

Q. And it shows, that particular statement shows an opening balance of œ1,700 or thereabouts, isn't that correct?

A. That's correct.

Q. Then that is the year in which Mr. Traynor left Guinness & Mahon, isn't that correct?

A. That is correct.

Q. And was that the commencement of you receiving payment for carrying out the work?

A. It was indeed. That was he asked me, as I said, would I continue to give him the facility of doing the accounts for him.

Q. Yes.

A. And I said I would but that, you know, there would have to be remuneration for that because it was outside the work and I would have to come in on a Saturday to do that and I believed it was reasonable to expect a fee for doing that work.

Q. Yes. Now before that it was part of your duties in Guinness & Mahon, isn't that correct?

A. I took it that it was, yes.

Q. Well you didn't receive any extra remuneration in respect of that?

A. I did not, no.

Q. It was just part of the work?

A. Of my daily function, yes.

Q. And what type of remuneration were you receiving from Mr. Traynor in the period up to his death, approximately?

A. I think you will see that it was around, these payments were not directly from Mr. Traynor, they were coming from Ansbacher.

Q. Yes.

A. Because

Q. Directly into the account?

A. Into the account.

Q. Yes.

A. Now

Q. But they were being recorded in Dublin?

A. Yes, they were indeed. There seem to be payments of $\text{€}125$ coming in on a regular basis and from time to time there was $\text{€}1,000$ coming in there.

Q. Yes. And if we were, for example, to go to the statement which is dated the 28th February 1989, statement date is on the top right hand corner

A. Yes, I have that statement.

Q. We are seeing a balance in the region of 13 odd thousand pounds, isn't that correct?

A. That's correct, yes.

Q. And is that reflective of the type of payments that were made with the odd drawings, would that be correct?

A. Just flicking through there, I don't think there were any drawings in that

Q. No drawings in that period, very good. And between that and February of 1990, there's about 12 odd thousand pounds in the balance, is that correct?

A. Yes, the balance at that time was yes, February, no drawings. I think there was two small amounts.

Q. 12 odd thousand pounds being paid for your services?

A. Over those two years.

Q. Over those two years. And if we can go to the statement, and take your time, at the bottom left-hand corner, the 28th February 1991, it had grown to approximately £55,800, isn't that correct? Would that be correct? Sorry, take your time.

A. That is correct.

Q. That shows, does it, or am I correct, probably payments of around 23 odd thousand pounds, there were some drawings in that period?

A. There were some drawings, yes.

Q. Then if we go to 29th February 1992 on the bottom left-hand corner, I think it had gone up to £66,500, is that correct?

A. Yes, and there was one drawing of £5,000 in that.

Q. I think there were a number of drawings in that period amounting to about £15,000 or maybe a little bit more. I think we can see seven drawings over that period, the first

one being £1,650, the next one being £4,480, the next being £1,800, the next being £1,435, £800 odd and then £5,450, would that be correct? Those seem to be the

A. Yes.

Q. So it had gone up to £66,500 and there had been drawings of 15,000, is that correct?

A. Yes.

Q. Then if one goes to the 28th February 1993 on the bottom left-hand corner and the balance now stood at £81,725.74, isn't that correct?

A. I missed that.

Q. The 28th February 1993, the next year.

A. That is correct.

Q. The drawings in that year only amounted to around £2,000?

A. Correct.

Q. Then if we go to the 28th February 1994, the balance stood at £87,500 odd, is that correct?

A. Correct.

Q. Would that be right?

A. That is correct.

Q. And on our calculation, there were about £16,000 worth of drawings as well?

A. That's about right, yes.

Q. Now, by February of 1995, Mr. Traynor had died, isn't that correct, he died in May of 1994?

A. 1994.

Q. I beg your pardon, by February of 1995, and the balance now

goes to €263,519, is that correct?

A. That is correct, yes.

Q. And on the 2nd February 1995, there is lodged with value date sorry on the 28th February 1995 there's an entry date and there's a value date of the 24th February 1995 and there is lodged to the account €176,101.67?

A. That's correct.

Q. And in that year, there were about 13 or €14,000 worth of drawings, would you accept that?

A. I haven't gone back to it but I do accept it.

Q. Just to explain that particular debit that's shown at €55,000 is, in fact, a reverse entry, it's not representing a drawing?

A. That's correct.

Q. Just to ask you about that particular debit and credit which is, in effect, a bookkeeping entry but there is opposite the debit the description 'corporate partners', what does that mean?

A. This was a transaction that was a former colleague of mine who lived in Paris or was setting up business in Paris and contacted me to see if I had any introduction to any banks in Ireland that I could arrange some borrowing facilities for him. I said I didn't at that stage, that, you know, I had long left Guinness & Mahon, he had long, many years many years before left G & M as well, he worked with me there and we discussed his venture in Paris and he needed some money to buy some property very quickly and I said,

you know, this was causing him a problem and I said, "Well, I know, I trust you and your integrity, I will lend you some money to get you across this time" and it was going to be a very short period.

Q. And he paid you back?

A. No, in fact he never took up the loan.

Q. Never took up the loan so you just that's the

A. That's the reverse entry.

Q. That's the reverse entry, very good. Now, may I just ask you again about the lodgment with value date on the 24th February 1995. This I take it was payment to be made to you by Hamilton Ross, is that correct?

A. Yes, the my recollection, what happened here, there was a balance in Hamilton Ross, a suspense account which collected fees and differentials etc. which at the time I believe and I have to do my maths here was 350 odd thousand pounds in it.

Q. Yes.

A. Mr. Furze at this stage was, you know, tidying up the affairs of Hamilton Ross because he was preparing to move out of Ansbacher.

Q. Yes.

A. He asked me did I know of what the intentions were of this balance and I said, "I have no idea, that is between yourself and Mr. Traynor." Of course Mr. Traynor at this point in time was deceased and he said, "Well, in view of the assistance you have given to Mr. Traynor over the years

and indeed to him as well and I am leaving Ansbacher now, I think the fairest thing I can do is I can split the balance in two. You can have one half and Poinciana Fund got the other half and that's how it happened.

Q. So just to be clear about this now, there was 350 odd thousand pounds in an account or a suspense account of Hamilton Ross?

A. There was indeed.

Q. Which was within Ansbacher at that time or around that time?

A. No, we are in Hamilton Ross at this point.

Q. I appreciate that but the money had to be accumulating prior to the funds coming out of Ansbacher

A. Yes of course.

Q. When Mr. Furze took them out.

A. Yes, I agree with you on that.

Q. And you know that that particular account was for the accrual of fees, is that correct?

A. That's my analysis of the account, yes, that's where fees and differentials went into.

Q. What's a differential?

A. Well I explained before, the way fees or people paid fees was that if on the main pool account you received, say seven and one eighth percent, then the client in the bureau system received seven percent so the difference when interest is applied on the main account, say you got £4,520, well then in the bureau accounts, the total may

have come to £4,500 so the £20 to balance the books went into this account here.

Q. What went into the account was fees and effectively the profit for carrying out the business, isn't that correct?

A. That is correct.

Q. It was the one eighth of one percent or whatever the charge was for handling the business for the account, is that correct?

A. If your interpretation is that's a profit, I agree with that.

Q. Well there may of course have been running expenses for carrying out the business which would be

A. It was taken out of there.

Q. Which would be deducted from that particular account but after appropriate deductions, it would have represented the bottom line of profit for Hamilton Ross, isn't that correct?

A. It would indeed, yes.

Q. And that was divided in half by Mr. Furze, is that correct?

A. It was indeed, yes.

Q. You were given half of the profits of Hamilton Ross, is that correct?

A. I was, yes.

Q. And the other half of the profits went into the Poinciana Fund?

A. That is correct.

Q. And the Poinciana Fund was the vehicle of Mr. Traynor,

isn't that correct?

A. It was.

Q. And it was a fund over which there existed a trust to the best of your knowledge?

A. I believe so, yes.

Q. Mr. Furze himself did not take any of that profit?

A. Not at that stage, no.

Q. Could you just clarify by what you mean at that stage?

A. Well then there's obviously in Hamilton Ross as we know in the previous balance in the suspense account there which are his profits so that was cleared out and then it started off over again, another suspense account.

Q. But the profits as they stood at February 1995 were divided equally between you and Mr. Traynor sorry, Poinciana Fund, technically it doesn't come within Mr. Traynor's estate because there was a discretionary trust over this fund out in Cayman, isn't that correct?

A. Well I don't know whether the technicality of that but it went into Poinciana Fund.

Q. But it went to Mr. Traynor?

A. Yes.

Q. Over what period did that 350 odd thousand pounds accumulate?

A. I'll have to go back to the statements.

Q. You must have some idea in general terms.

A. It must have been from at least from '92 onwards because that's when Hamilton Ross, I don't know if there were any

funds moved across from the Ansbacher period to Hamilton Ross, that I would have to check out for you.

CHAIRMAN: Just, Mr. Collery, before we leave that particular statement, the aborted transaction, the in and out in relation to the €55,000 potential loan to your Paris colleague, this was something you felt in a position to accede to on your own authority, you didn't discuss it

A. This is my pure personal relationship with that gentleman, yes, Sir.

Q. MR. COUGHLAN: But just to clarify the point that the Sole Member has raised with you there, you initiated the actual transaction out of the account, isn't that correct?

A. I did. He contacted me as I said, requested could I help him and the gentleman in question was very pleased I would be able to help him.

Q. Just to be clear, you were in a position without reference to anybody else to carry out this transaction, that is effectively to draw in respect of your own funds, to make them available to your friend if he saw fit to use them, is that correct?

A. In '95 I was, yes.

Q. And did it ever get to the stage that the Hamilton Ross pooled account was debited €55,000 and then credited when the reverse entry was made?

A. I would expect, I think it was, yes.

Q. And was that done on your instructions?

A. That would have been done on my instructions.

Q. And was that account at that stage at Irish Intercontinental Bank?

A. It was.

Q. How was the money relogged to Irish Intercontinental Bank, can you remember?

A. I think Corporate Partners in the UK, you know, sent the money back.

Q. Oh I see.

A. It was never taken up.

Q. This Corporate Partners

A. Was a UK company.

Q. A UK company. Did they lodge it back to a United Kingdom bank or lodge it back to Irish Intercontinental Bank?

A. I'd have to check. I presume it went through their UK bank back to Irish Intercontinental Bank, through the process of Royal Bank of Scotland which is the clearing bank, corresponding bank.

Q. And is that how it came out as well?

A. Yes, that's how the payment, how IIB makes the payment.

Q. You carried out all those transactions yourself?

A. I would have given those instructions to IIB.

Q. I understand that of course but it was all being done on your authority?

A. It was done on my authority, yes.

Q. So can we take it that you were operating the affairs of Hamilton Ross here, you didn't have to seek anyone's

permission to do that and in fact in February of 1995, you received half the profits of Hamilton Ross?

A. Well if I may first of all, the payment was out of my own account so obviously I was giving authority to myself and I was leaving I was making the decision on my own behalf to help a colleague.

Q. I understand that and that's not a question at all.

A. The second part

Q. You carried out the transaction on the bureau system, that is the transaction on the bureau system but you were able to yourself issue the instructions to Irish

Intercontinental Bank to debit the pooled account, isn't that right?

A. Well I had been delegated that authority by Mr. Furze and so therefore yes, I was.

Q. So you were delegated that authority, you had a delegated authority to run the affairs in Dublin, isn't that correct?

A. Well to carry out any transactions that was necessary to facilitate

Q. To run the affairs in Dublin?

A. To facilitate his clients.

Q. Now, Mr. Collery, let's again talk about living in the real world. The profits of this operation, for that at least three years period are divided equally between you and Mr. Traynor and nobody else. Divided equally.

A. Yes.

Q. I take it you would accept that that is indicative of

something more than just being a mere clerk function, wouldn't you?

A. I think it was a recognition of my services that I had given to these people and it is of from '78 onwards when I was started being involved here so...

You know, that is my services that I gave to both Mr. Traynor and Mr. Furze, both to Ansbacher and to Hamilton Ross and that was how it was, the payment was made to me.

Q. Let's go back over that, Mr. Collery. From 1978 to 1986, you carried on the work at Guinness & Mahon as part of your general duties at Guinness & Mahon, you were paid your salary by Guinness & Mahon and you received no other payment, isn't that correct?

A. That is correct.

Q. From 1986, the beginning of 1987, up to this date, you were paid for any work you carried out, is that correct?

A. That is correct.

Q. And from the statements available, this œ350,000 accumulated from at least 1992 representing the profits of Hamilton Ross, isn't that correct?

A. That is correct.

Q. And I think would it not be fair to say that you would have an understanding that the profits of the company belonged to the shareholders of the company, is that correct?

A. That is correct and in this case the shareholder was John Furze.

Q. Or the partners of a firm, isn't that is correct, would be

entitled to the profits?

A. I don't think this is a partnership, it is a company and I believe the shareholder is John and Ingrid Furze.

Q. How do you know that?

A. Because the mandate that was given to banks was directors and shareholders, there was a memorandum I believe of the shareholders which I have seen.

Q. In the real world, this was an equal divide between you and Mr. Traynor, isn't that correct?

A. Mr. Furze did that transfer instructing me to do so and that is what happened, it was equally divided between, as I say one half of the transfer went to my account and the other half went to Poinciana Fund.

Q. I don't think there's any suggestion being made by you that Mr. Furze gave you Mr. Traynor's money, is there?

A. No, I believe it was his money, it was his company.

Q. It was your money.

A. I beg your pardon?

Q. It was your money.

A. The one hundred and seventy?

Q. Yes.

A. The balance in the account?

Q. Yes?

A. But not the balance in the suspense account was not my money.

Q. Half the balance in the suspense account was your money.

A. I cannot accept that.

Q. Now, if we go to the 30th April, 1995, about three pages in the statements on, there is a credit to the account of œ35,000, isn't that correct?

A. There is, yes.

Q. What does this represent?

A. At this moment I cannot recall what that represents. I would have to do some research into my into that and come back to you, Sir.

Q. Very good. Now, if you turn over the next page, page 29, you will see various debits to the account, isn't that correct?

A. That is correct.

Q. Matters like telephone charges, ACL is Ansbacher Cayman, isn't that correct?

A. That's correct.

Q. How were you incurring expenses in respect of Ansbacher Cayman Limited?

A. In those early months of 1995, as will become evident, and as I have said many times before, the transfer of Ansbacher business in Dublin was being transferred back to Cayman and I had extensive phone calls obviously with Mr. Furze at that time, he was still in Ansbacher making the arrangements etc. in relation to that transfer back and he agreed that any costs incurred in my calling him would be refundable to me and those are the calculated costs for those.

Q. I just want to be clear about this now. In 1995,

Ansbacher, not Hamilton Ross

A. This is very much Ansbacher.

Q. Ansbacher wanted to do what?

A. They were transferring Mr. Traynor had died and they were transferring all of their business back to Cayman, balances that they had

Q. You mean the balances which were held with Irish Intercontinental Bank and with anyone else?

A. That is correct.

Q. And were you involved in that transfer back?

A. I was involved, yes, because you know I was the person here who had the accounts, who had the reconciliation of the accounts etc., at that stage.

Q. And that, let's be clear, was for Ansbacher?

A. That was for Ansbacher, yes.

Q. And the expense in respect of travel, was that in that regard also or was it in respect of travel for Hamilton Ross?

A. The Cosgrove Travel?

Q. Yes. I take it that was expense you incurred with the travel agent because you were doing some travelling?

A. That is correct.

Q. That is what that reference is to. What was that about?

A. If that is Easter of 1995 and I think it may well be, I think well I know I went to Cayman in '95 to assist John Furze in the transfer, to complete the balance of the books in Ansbacher and that may well the costs that I incurred

there.

Q. Tell us about that, sir. You went out to Cayman in 1995, is that correct?

A. That is correct, yes.

Q. And did you go through the same exercise with Mr. Furze in 1995 as you went through with Mr. Benjamin last year?

A. For the Ansbacher accounts, I did.

Q. For the Ansbacher accounts?

A. For the Ansbacher accounts.

Q. So can we take it that the Ansbacher records were also incomplete as of 1995?

A. No, they certainly were not. You know, they were obviously it was a matter of reconciliation, reconciling some suspense accounts. There was an imprest account, I think we have come across that before.

Q. What's an imprest account?

A. It was where, I don't know why it's called imprest but it's where monies, certain monies come in. Say you lodge 20,000 into this account and then you draw expenses and charges off it and then you account for those and then is topped up again so it's a working account I suppose you could call it.

Q. Very good. What I want to know is when you went to Cayman in 1995, did you take documents with you?

A. No, I didn't.

Q. What particular exercise well first of all, let's ascertain where this particular exercise was conducted.

Was it on the premises of Ansbacher Cayman?

A. It was indeed, yes.

Q. And what did you do there?

A. Purely just went through the control accounts, the memorandum accounts, to the imprest account and the sub company account and tried to reconcile there was a number of items that the bank had outstanding from transactions that Mr. Traynor had made and they were unaware of those from the best of my recollection and they were trying to ascertain what did they relate to.

Q. And Mr. Furze wasn't able to assist them in that regard obviously?

A. That is correct.

Q. So for Ansbacher to get their house in order, their full understanding of the accounts which they had, you had to supply the information?

A. John Furze was leaving there and he was handing over

Q. Just bear with me for a moment, Mr. Collery. It was you who had to supply the information. Mr. Furze couldn't do that, isn't that right?

A. That is correct.

Q. Because the real knowledge in relation to the accounts was here in Dublin, isn't that correct, the full and real knowledge was here in Dublin?

A. Yes, and I had been passing the entries over those accounts.

Q. And you were in possession of that knowledge and you were

the one who was able to inform them of how they should reconcile the various accounts, is that right?

A. Yes, I had the information which could assist them in doing so.

Q. And you had this in your head?

A. Well they had all the files there, there was no, you know, it wasn't a question of relying on my head, they had the bank statements and they had all the documentation there.

Q. These were the copies which you had sent?

A. That is correct.

Q. But can I take it that the documentation which was furnished to them did not enable them through their own Accounts Department to carry out the various reconciliations that were necessary, is that right?

A. Yes, there were some there were, I do recall there was some, maybe a dozen transactions that required, they weren't able to allocate to the appropriate account or expense that had been incurred.

Q. But that information was available to you

A. Well in some cases it was, in others, it wasn't. There was a write-off of some balances.

Q. The knowledge in relation to the accounts was available to you?

A. It was there, yes.

Q. Otherwise there would have been no reason for you to go there, Mr. Furze should have been able to provide the information, isn't that correct?

A. That is correct.

Q. And let's be clear that it was documents which were created here, you were going over to deal with there, isn't that correct?

A. That's correct.

Q. And it was because of that that it was your familiarity with the documents which was sought, isn't that right?

A. That is correct.

Q. Now on the next page, at page 30, on the 6th June 1985, with a value date of the 6th June 1985, there is a credit to your account of œ2,000 from Ansbacher Cayman Limited, isn't that correct?

A. That is correct.

Q. What's that?

A. I think that is the if we go back earlier, sorry, I think that must have been the final payment that Ansbacher Cayman made to me. I have to check but I think that was the final payment that Ansbacher Cayman made to me.

Q. Yes for the ?

A. As you know, as we referred earlier, they were making a monthly payment and that I think was the final one that was due to me at that point in time.

Q. Are you sure about that?

A. I probably need to verify that.

Q. What would you verify it from?

A. Just when I go back through the previous statements and do a reconciliation of amounts. It was 3750, I don't know

when the last payment was in February it was some payment that I negotiated or was paid to me but it certainly would have come from Ansbacher Cayman with that annotation on it.

Q. On the previous page in respect of the various expenses you incurred like telephone calls and matters of that nature when you were doing the business of Ansbacher Cayman Limited, did you keep a record or vouch these expenses to them?

A. No, when I got them, my own personal home telephone number or telephone bill rather

Q. You took out

A. I would have seen international calls, the majority would have been there.

Q. If you go to page 38 of the statements

A. Sorry we will come back, I now see where the 2,000 has emerged from, we will come back to that later.

Q. Very good. If you go to page 38 of the statements, there's a transfer of £55,000, isn't that correct?

A. That is correct.

Q. Where's that transferred from?

A. I think that was, again I'll have to go back but I think that was coming from John Furze to me, that was a payment that he was making to me. But I'll have to check that out.

Q. And then underneath that, there's a credit value dated the 30th April 1986, ACL, that's Ansbacher Cayman Limited, isn't that correct?

A. That is correct.

Q. PMTS, what does that mean?

A. That's payments, short for payments.

Q. Of £12,000, isn't that correct?

A. That is correct.

Q. That's in April of 1996?

A. Yes, I was I negotiated a retainer with Ansbacher after all the funds went back to them, if they had any queries in relation to events that had happened previously and that they wanted to get on to me, that there was £1,000 a month there and I think that might have been the 12 months payment to me but again I'll have to go back from the 2,000 for that period there to see if there was 12 months in between.

Q. I just want to get this clear now. £55,000 enters your account in April of 1996 for work being done on the Hamilton Ross side of things?

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

Q. Over and above that, you were receiving a payment of £1,000 a month from Ansbacher Cayman, isn't that correct?

A. As a retainer.

Q. Let's be clear about this. These were all sterling figures of course?

A. They were indeed, yes.

Q. You were being paid by Ansbacher Cayman £1,000 a month to deal with queries they may have had, is that correct?

A. Yes, I have to say very few came through but that was the

arrangement that I had reached with them.

Q. And not payment on an item or item basis.

A. Correct.

Q. Can I ask you this, Mr. Collery, does it not seem more likely that you were being paid this sum of money to deal with Ansbacher clients here in Ireland?

A. I had dealings with one Ansbacher client here in Ireland.

Plural is not correct.

Q. So you dealt with an Ansbacher client here in Ireland?

A. That is correct.

Q. And is that a significant client of Ansbacher?

A. Yes, it was.

Q. Was that particular client perhaps the most significant client that Ansbacher had funds in respect of?

A. Yes, that would be correct.

Q. Now, can we turn over the page to 39, we see designated the 9th May with value for the 22nd April 1996, another payment, sorry ACL APR, what's that?

A. April I would say.

Q. For April.

A. I think those payments then go on until

Q. I just want to go through them. You were paid €1,000.

Again in May, Ansbacher Cayman are paying you another €1,000, isn't that correct?

A. Correct.

Q. You turn over the next page, we see a payment in June of €1,000 from Ansbacher Cayman?

A. That's correct.

Q. Mr. Furze has left Ansbacher?

A. He has indeed, yes.

Q. If we go to July then, the next page, another €1,000 from Ansbacher Cayman, isn't that correct?

A. That is correct.

Q. To August, another €1,000 from Ansbacher Cayman?

A. Correct.

Q. In September, again €1,000 from Ansbacher Cayman?

A. Correct.

Q. The next page, October, isn't that right?

A. That is correct.

Q. If we go on to the next page and we see November and December you were being paid again €1,000 each month by Ansbacher Cayman, isn't that correct?

A. Correct.

Q. Go over the next page to January, another €1,000; the next page, February, €1,000 from Ansbacher Cayman, is that right?

A. That's correct.

Q. And then if we go to the final page which is available at the moment, page 48, there is March, it doesn't refer to Ansbacher Cayman, there is a credit of €1,000. Can we take it that is a credit for Ansbacher Cayman?

A. That is correct and I think from recollection that the payments ceased then.

Q. And that was at the time of the McCracken Tribunal, 1997,

around March of that year.

A. Correct.

Q. And in all of that time, you were dealing with one particular client of Ansbacher Cayman here in Ireland, isn't that correct?

A. Yes, I was assisting one client.

Q. Let's be clear now. You were dealing with a particular client of Ansbacher Cayman, isn't that correct?

A. That's correct.

Q. And isn't it correct to say you needn't mention the name that that particular client was also in Hamilton Ross?

A. Yes, he was.

Q. So for that particular client, you were Ansbacher's agent here in Ireland dealing with him, isn't that correct?

A. Yes, that is correct.

Q. And if the situation arose, any other client they may have wished you to deal with, isn't that correct, if it arose?

A. I think I did one other transaction that I can recall from 1995 to '97.

Q. In Ansbacher?

A. Yes.

Q. For a different client?

A. For a different client.

Q. But whilst the necessity didn't arise other than that other transaction, you were available to carry out the instructions of Ansbacher Cayman in respect of any clients they had here in Ireland?

A. No, I think that was in exceptional circumstances. They were obviously even going back to 1995, they were now dealing directly with their own clients.

Q. Other than this one particular

A. I presume they were dealing directly with him also.

Q. But they were providing the extra facility of having an agent here in Ireland for him?

A. If so needed, yes.

Q. Can we take it that as you were being paid €1,000 a month, not only were you available for this client but you carried out transactions on behalf of that client for Ansbacher?

A. Well no, I had no means of carrying out I assisted funds were transferred back to Cayman in relation to that client and I did give assistance in relation to that transfer and I can not remember what the date was. I think it was 1996 but a matter that was all wrapped up, as it were, at that stage and to the best of my knowledge now, Ansbacher have no funds here in Dublin.

Q. I am not talking about having funds here. They continued to pay you up to March of 1997, the time of the McCracken Tribunal, they continued to pay you €1,000 a month to be available for this one particular client, is that correct?

A. Yes, but I understood the question you were asking me was I able to do transactions? And I am saying no I wasn't because I didn't have authority at that point.

Q. Why were they paying you €1,000 a month?

A. I was lending my knowledge of how the whole thing was set

up here and the transfer back to Cayman of those funds. .

Q. This particular client was the biggest client they had, isn't that correct?

A. That's correct.

Q. You say that all of their funds, I won't use the term repatriated, went to Cayman in 1995, is that correct?

A. No, I think there were, you know in relation to this particular client, they were all the general funds in 1995 went back in back-to-back situations. I think there were some funds left here to 1996 and they went back again, we would have to check the records. I am not absolutely sure the precise date.

Q. Why do you use the term go back? They never went to Cayman in the first place, Mr. Collery. Let's be clear. This was a Dublin operation.

A. They were in an account here.

Q. They were contained in a book in Cayman which had been created as a result of copies being sent from Dublin, is that correct?

A. That is correct but the funds did then go, were transferred to Cayman.

Q. Very good. They were transferred to Cayman?

A. Yes.

Q. From Dublin?

A. From Dublin.

Q. And when was that completed?

A. I think, I can't you know, because I am not directly

involved, I think it was

Q. Roughly?

A. Probably mid to late 1996.

Q. Very good. Can we take it June to September 1996, within that time span?

A. It was indeed.

Q. That and then there were no funds of Ansbacher's here in Ireland?

A. To the best of my knowledge, no.

Q. To the best of your knowledge, why did they continue to pay you €1,000 a month when you were only dealing with this one particular client if there were no funds here? What else were you here for?

A. Nothing more after March. That ceased then.

Q. I know that but sure that was at the time of the McCracken Tribunal, of course it ceased then.

A. For no reason.

Q. What did you say in March?

A. That the payments were ceasing.

Q. Why?

A. Because they had no further reason to be here.

Q. Is that what they said to you?

A. Yes.

Q. The McCracken Tribunal had started, it was carrying out its investigations.

A. Actually from an Ansbacher perspective, there was no further reason for me to be here.

Q. Let's be clear about this. When McCracken started looking, payments stopped to you, from Ansbacher.

A. That is correct.

Q. Did you receive any payments from Hamilton Ross after that?

A. I have to look at my statements but I don't think I did.

Q. Now, is there, as of April 1997, there was standing to your credit, œ339,574.65 on the Hamilton Ross

A. That's correct.

Q. On the Hamilton Ross bureau account.

A. That's correct.

Q. There had been some drawings that year?

A. There had.

Q. Were any payments made to you after that by Hamilton Ross?

A. As I said, I'll have to check my account. I don't believe there were any payments made to me.

Q. You in fact went in 1998, the summer of 1998 to Cayman, you brought the balances up to date as of July, say, of that year?

A. That's correct.

Q. And you would have brought the balances on this account up to date as well?

A. I did indeed.

Q. Can I take it that we have all of the information now in relation to your account?

A. You do indeed, as I say, if you have this plus that one handwritten page.

Q. Is that everything?

A. My account is now closed in Cayman.

Q. I'll come to that in a moment but as of the time you went there, you applied interest which brought it up to what?

A. To the 31st July.

Q. And what was the figure then? We have the handwritten note. There had been drawings, is that correct, but can you tell us what it eventually came up?

A. It was $\text{€}362,000$.

Q. So the only thing that was done was that interest was added, isn't that correct?

A. That is correct, well not the only thing, obviously there were two other payments there. The only income that it received was interest.

Q. That's what I mean, only interest.

A. Yes.

Q. You received no payment.

A. Correct.

Q. And there were no deduction of legal fees from your particular account, isn't that correct?

A. There was no deduction of legal fees from my account.

Q. Could we take it that considering the deductions which you can see over the years on the accounts, that the actual credits to the account, the credits to the account would be in the $\text{€}400,000$ region and interest would have been added periodically?

A. Probably was, yes.

Q. And that's sterling?

A. And that is sterling.

Q. And can there be any doubt from the time of Mr. Traynor's death, your receipts from Hamilton Ross were substantially greater than those for the period

A. Absolutely, because I had no intention of carrying this on long-term and Mr. Furze, in setting this up, I believed it was fair that there was a premium, if I was going to offer this service to him, he was going to have to pay a premium for it and that he did. Again, in following on from one of your questions, one of the delays in setting up this and it only came to mind last night was one of the delays of transferring Hamilton Ross was not alone his movement from Ansbacher to the new company, because I think he left Ansbacher in '95 and the movement of funds didn't start, take place until '96 sorry, '97, was that he didn't receive his trust certificate for the company to trade as a trust company in Cayman until quite a time after he had left Cayman and that

Q. When you say trust certificate, is that

A. Authorising him to operate as a trust company.

Q. From the Cayman authorities?

A. Correct.

Q. He didn't obtain it until quite a time after he left Ansbacher?

A. Yes, he was in the process of doing it when he was in Ansbacher but it wasn't granted until quite sometime afterwards.

Q. Now as of July of 1998, the balance stood in your account at œ362,0500 odd, isn't that correct?

A. That is correct.

Q. Sorry

A. œ363,000.

Q. Yes. And you have just told us there that your account is now closed, is that correct?

A. That is correct, as I yes. Those two payments, the first payment you see there of œ264,000 is a payment on account to the Revenue

Q. I am what I am really concerned about is how was it closed? How did you, in light of what Mr. Benjamin informed Mr. Keena, I'd like just to know how did you close the account?

A. I gave instructions to Mr. Benjamin.

Q. You yourself directly?

A. Yes.

Q. And that was all that was necessary?

A. That is correct.

Q. There was no need for any third party verification?

A. From me, no, that is correct.

Q. Sorry I should in fairness say, that is, as you were saying, is a payment on account to the Revenue?

A. That is correct.

Q. You say that you weren't paid anything by Hamilton Ross after about March of 1997, or thereabouts, why did Hamilton Ross stop paying you in March of 1997?

A. Because obviously the McCracken Tribunal had taken place there. Very early I had gone to the Revenue and decided that I was, you know, going to declare my account to the Revenue which I did at a very, very early stage in the investigations and therefore I was not going whatever it took to unravel this, I was going to do it for free. I did not want any more income accruing to me because if it did, it was a pure taxable matter.

Q. But sure there's no reason why you couldn't be paid it and just declare it as income to the Revenue?

A. I can assure you I wanted to close this book in my life and finish with it.

Q. But you didn't.

A. Well I am.

Q. But you didn't. You see that's what you have said that as of that, around that time, the reason why you didn't get any payment is that it only, it would have been a Revenue problem for you.

A. It would, that would have been one of the issues but I wanted to clearly show also that I wanted nothing more to do with this. I wanted to close it down, finish it, complete it. That was the cutoff date because all the computer records etc. were finished at that point in time. I wanted and I still do, earnestly I can assure you, to get on with my life and to close this period of my life.

Q. Let's take it step by step now, Mr. Collery. Did you inform somebody in Hamilton Ross that you didn't want to

have anything else to do with them in March of 1997 or thereabouts, around that time?

A. Not alone did I .

Q. Sorry, did you?

A. Yes I did.

Q. Who did you speak to?

A. Mr. Benjamin is the only one that I had contact with there.

Q. What did you say to him?

A. I said as per the arrangements with Mr. Furze, you know, I wanted to complete this and I wanted to have nothing furthermore to do with this company and these are your clients, you have to deal with them directly. They are now your responsibility.

Q. You said that to him?

A. I did indeed.

Q. Did you deal with any clients after that date?

A. As in evidence, yes I have.

Q. Mr. Collery, after March of 1997, isn't it correct that greater secrecy attached to the conduct of the affairs of Hamilton Ross and Ansbacher than prior to it?

A. I don't fully understand the question put.

Q. After that particular date of March or March/April, whatever the actual

A. March

Q. March/April/May of that year when the McCracken Tribunal was conducting its business, you say that you informed Mr. Benjamin that you wanted to have nothing else sorry, it

must have been Mr. Furze at that stage, wasn't it, of

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A. Of 1997, it would, and Mr. Furze would have commenced transfer of funds back to Cayman or did in April or May of that year.

Q. So is it Mr. Furze you spoke to and not Mr. Benjamin?

A. No, I would have sorry I beg your pardon, I have to get the chain of events.

Q. In fairness to yourself, I want you to be

A. Mr. Furze in 1995 or after Mr. Traynor's death, he told me, as I said, about what he wanted to do in setting up this new company of his.

Q. Yes.

A. And that it was his intention that he was now going to take over the direct affairs of Hamilton Ross in Dublin and dealing with his clients directly.

Q. Yes.

A. That was delayed

Q. Sorry, yes, go on.

A. That would have been in or around 1995.

Q. Yes.

A. He left, I think, Ansbacher in late '95, early '96.

Q. Yes.

A. I think there was a delay in getting his trustee licence.

Q. His licence, yes.

A. And therefore when that was granted, he started and McCracken had started as well, the McCracken Tribunal had

started as well in 1997 - we are now in 1997. He commenced the transfer of funds back to Cayman.

Q. Before McCracken started?

A. I think it would have been during, when McCracken

Q. Of course it was during McCracken. The whole thing was to ensure that the McCracken Tribunal didn't get access to matters, is that correct, or to money.

A. Well what his intention was, I don't know.

Q. Ah now, now, Mr. Collery. Mr. Collery

A. Yes?

Q. You knew that Mr. Furze was opposing the McCracken Tribunal in Cayman.

A. I was aware that he had

Q. You knew.

A. The details I was not aware but I knew he was doing something over there, yes.

Q. He was doing everything to ensure that the McCracken Tribunal did not get access to information, is that right?

A. Well he had taken a position that I believed was counteracting their case in Cayman to get information.

Q. And is it at that time that you said to Mr. Furze that you didn't want to have anything more to do with the operation and that you went to the Revenue, is that correct?

A. No. In 1995 or 1994 after Mr. Traynor's death, I had the conversation that he was

Q. I am talking about 1997 now and the fact that you ceased to receive monies from Hamilton Ross. You have told us that

you informed you said Mr. Benjamin, you met Mr. Furze, there's no doubt about that, that you wanted to have nothing else to do with this and that you were going to the Revenue

A. Correct.

Q. And the reasons you didn't receive any payment or you didn't want any payment was because it was only in your view, rightly or wrongly but in your view, it only created a revenue problem for yourself?

A. Further I wanted nothing more to do with the whole thing.

Q. And before the McCracken Tribunal commenced and started to look into the Ansbacher accounts, the funds of Hamilton Ross were here in Dublin, isn't that correct, these funds?

A. They were indeed, yes.

Q. In Irish Intercontinental Bank?

A. In Irish Intercontinental Bank.

Q. And it was only after the McCracken Tribunal commenced its work that the funds were moved out, isn't that correct?

A. Yes, I think that would be fair to say.

Q. That they started to move out?

A. They started to move out, yes.

Q. In fact some of them had to remain here because they were on a fixed period of deposit until after the McCracken Tribunal, is that correct?

A. That would be yes, that could be a possibility.

Q. I think that was, although an instruction, there was an attempt to give an instruction to Irish Intercontinental

Bank to move those funds but Irish Intercontinental Bank held them because of the fixed nature of the deposit.

A. Okay.

Q. Now, isn't it because that there were investigations taking place into these particular accounts or the workings of these accounts for a very limited purpose in McCracken's case to see whether payments from Dunnes Stores companies had gone to politicians, that that money was moved out of Ireland and the accounts were effectively closed down in that respect, isn't that so?

A. I am sure that was a consideration factor, yes.

Q. Was there any other reason?

A. There would have been, as I said, Mr. Furze was setting up his own business and the agreement with him was he was going to take control of that.

Q. Yes.

A. They happened to be at the same time.

Q. Let's think about it, Mr. Collery, the clients were all here in Ireland, isn't that correct?

A. Yes, they were. Well, most of them.

Q. In Hamilton Ross?

A. Mmmm.

Q. If they required drawings, it had to be got for them here in Ireland, didn't it? It had to be given to them here in Ireland?

A. That was a process up until that date.

Q. And the whole operation was designed to obscure the

identity of the clients, isn't that correct?

A. That is correct.

Q. So somebody had to do it on their behalf and you were the one who had been doing it since Mr. Traynor's death, is that correct?

A. That is correct.

Q. Or organising it at least, not in all instances. How was it going to work if there were no funds here in Ireland, how was it going to work?

A. I would have expected Mr. Furze would have to send, I presume

Q. Send couriers?

A. Send a cheque to the individual and they would have to arrange the encashment of that cheque.

Q. So Mr. Furze was going to send a cheque to an individual here in Ireland drawn on a bank account outside the jurisdiction, is that correct?

A. We are into hypothecation, you know, presumptions here now, I don't know how he was going to operate it.

Q. Well that's what you see the whole reason the system had been set up as it had been was to enable people to have access here, isn't that correct?

A. That is correct.

Q. And their identities obscured whilst they were having access, isn't that right?

A. That is correct.

Q. So can there be any doubt that the reason for the flight

was the existence of the McCracken Tribunal?

A. I said I think there were two reasons.

Q. Yes?

A. And those two reasons are what I have outlined earlier in my evidence there. They happened to coincide with each other but in truth, that is what happened.

Q. You think it was pure coincidence?

A. I am not saying it just was, those were the events that did happen at that time.

Q. I know they happened, Mr. Collery. I am asking you were they just purely coincidental?

A. I cannot comment on that. Those were the facts as I see them and those were the facts as they happened.

Q. Let me ask you this. Before the McCracken Tribunal commenced its work, had you entered into any discussions with Mr. John Furze about the movement of these monies out of Ireland?

A. Yes, I had.

Q. Tell us about that, Mr. Collery, and when did that discussion take place?

A. It would have happened in '94/'95 when he was here and indeed already in support of that was the Ansbacher, because Mr. Traynor was no longer here. Ansbacher in fact had taken back all their funds or transferred back all their funds back to Cayman and had direct control so Ansbacher, after Mr. Traynor had died, had taken that action. Mr. Furze was in the course of doing similar

things because I just cannot I have my normal daily work to do, I just cannot do this thing, I just don't have the facilities. In fact, so much so that I had to request a friend of mine to help me along with providing some of those facilities. So I just couldn't long-term sustain that.

Q. You did it for three years up to McCracken. Isn't that right?

A. I did but it was winding down all of those three years.

Q. You received massive remuneration in that period, isn't that correct?

A. I received generous remuneration.

Q. You offer as support for the proposition that Mr. Furze intended to take the monies out of Ireland the fact that Ansbacher did it, is that so?

A. No, I am not offering, I am explaining the events that happened.

Q. Mr. Collery, are you for a moment a moment ago you offered a support for the proposition that Mr. Furze intended to do this the fact that Ansbacher did it. Now you know that that is not the case, isn't that right?

A. In fairness, sir, the context of that, you were asking me did I have a conversation with Mr. Furze prior to 1997 and the answer is yes I did. I had a number of conversations with him in 1994 when he was here and in 1995.

Q. You offered as support the fact that Ansbacher were bringing the monies to Cayman, isn't that right?

A. No, I think in fairness what was I understood the context is how could this happen, how could this operate? Ansbacher have taken out their funds and John Furze was taking back his funds. Mr. Traynor was the unfortunately, Lord rest his sole, no longer with us so I had no

Q. Prior to Mr. Traynor's death, Ansbacher wanted to change the situation, didn't they?

A. It was in the course of happening, yes.

Q. They wanted to clean up the whole operation, didn't they, isn't that what they wanted? Come on, Mr. Collery.

A. Yes, they did.

Q. They had monies in respect of which their company were trustees, is that correct?

A. Correct.

Q. Or perhaps the directors and you had people here in Ireland effectively operating it as they saw fit, isn't that right? That was their concern, isn't that right?

A. And again I find myself in a position defending the situation which I am not endeavouring to do but I do have to be fair, that I believe and up to Mr. Traynor's death, he was a director of Ansbacher Cayman Limited so in his capacity as a director I think, he was acting on behalf of the company.

Q. They didn't want that situation to continue?

A. I agree totally with that.

Q. Even when Mr. Traynor was alive?

A. That is correct.

Q. So the fact that Ansbacher had done something was irrelevant to what Mr. Furze was doing because he was effectively being shoved out of Ansbacher?

A. Yes, he was, yes, I agree with you on that.

Q. And he wanted to conduct the business himself, isn't that right?

A. He did and I think it was important for him and his business and, you know, we haven't discussed this before, it was important for him as trust company to have a, I believe, and yes I did have conversations with him to show that he had clients on his books which had substantial funds and that, yes, to have those funds in Cayman was part and parcel of launching this company that he was about to launch in Cayman.

Q. What had Mr. Furze obtaining a licence to operate as a trust company to do with any of this?

A. Because he couldn't take the monies back into the trust company until he was granted the licence.

Q. There was no trust over your fund, Mr. Collery, was there?

A. That is correct, there was not.

Q. And to your knowledge, there was no trust over some of the other funds we are talking about in that Hamilton Ross list, isn't that correct?

A. Yes, but

Q. Is that right?

A. That is correct, yes.

Q. So what has Mr. Furze obtaining a licence to operate a

trust company got to do with it at all?

A. I believe it was his intention and we had discussed this that he was going to transfer the clients of Hamilton Ross into the new trust company that he was forming and had now got a licence for and that would be his base of showing that now he had substantial clients and funds within that trust company.

Q. What authority would Mr. Furze have to transfer your money into a trust company?

A. Well he is Hamilton Ross and presumably at that point in time he would have asked my permission to do so.

Q. And a trust would have to be created?

A. Pardon?

Q. A trust would have to be created, isn't that right?

A. Well I am sure trust companies can manage funds without necessarily I don't know.

Q. You do know. You do know because you know that trusts were a vehicle used in Ansbacher, you do know.

A. A trust per se but a trust company, I am sure and I would have to ask the legal entities on this as to whether a trust company can manage funds without a trust being in place.

Q. But in any event, for the monies to be transferred under the control of a trust company, we won't get into the niceties of it, instructions would have to be given by the owners of the particular funds, isn't that correct?

A. I would have expected the agreements and instructions to be

given, yes. First of all the agreement sought and the instructions given.

Q. It would have to?

A. Mmmm.

Q. And that was never done. Never. Isn't that right? Never done.

A. That is I believe the case, yes.

Q. What do you mean you believe it's the case? You know it's the case. Didn't you have money in it yourself?

A. Yes, the funds were transferred into or were in the process of being were transferred back to Cayman for two reasons as I said and I agree with both of your reasons and I do, in fairness, say as well he was setting up his own company there.

Q. There would have been no urgency if it hadn't been for McCracken, isn't that correct, even if the other reason was

A. There would have been less urgency, I would accept that.

Q. There would have been no urgency, isn't that correct?

A. That's correct but I believe it would have happened

Q. It might have happened?

A. It would have happened because I would have wanted it to happen. I just cannot carry on doing what I was doing.

Q. Even though you had obtained payments of €79,000 in one year alone in respect of it, is that what you are seriously telling the Tribunal, Mr. Collery? Is that what you are seriously telling the Tribunal?

A. Well I do have to stress that I have and even last year, the Tribunal would have been aware of the extent of travel I do for my own company, very extensive travel and it was to further my clear and I do wish to further my career in that company, would have been taking on even more extensive travel and indeed this year that will come true as well so therefore it was just not possible for me to provide this service and further my career which was most important to me here in Ireland.

Q. Now, you have informed this Tribunal in evidence this morning that once the McCracken Tribunal started, you were anxious in your own interest to make, to close the whole thing down as far as you were concerned and to make a clean breast to the Revenue, is that correct?

A. Absolutely correct and I initiated that process and I can't remember the exact date but...

Q. Very good.

A. But I sought contact with a professional person and he has been dealing with the Revenue on my behalf.

Q. Very good. Why didn't you decide to make a clean breast of it with everybody else who was carrying out inquiries?

A. I don't understand the context.

Q. Very good. From your own point of view, this was your own concern now, you wanted to pursue your career?

A. Yes, I did.

Q. So in the long-term, you would never have been able to continue the operation is what you have informed the

Tribunal, right?

A. Yes.

Q. Take it that the McCracken Tribunal precipitated the whole movement

A. Yes.

Q. You then decided that this is in your own interests and for yourself now, that you wanted to have no more to do with it and that you were going to make a clean breast of matters to the Revenue and get on with your life, having sorted out your Revenue

A. This is my personal affairs.

Q. Yes, your revenue obligations. And you wanted to have an end of it, is that correct?

A. I certainly did.

Q. As of then?

A. As of then but unfortunately it's going on and on and on.

Q. You use the expression you wanted to make a clean breast of it to the Revenue and get on with your life.

A. That is correct.

Q. Why did you not make a clean breast of it to anyone else who was lawfully carrying out inquiries in relation to it?

A. You know my personal account, I have discussed with you.

Q. I am not talking about your personal account. You said the reason you received no further payment is that you wanted to be rid of it, isn't that correct?

A. That is correct.

Q. And you wanted to make a clean breast of it to the

Revenue. You wanted to be finished with the whole situation?

A. That is correct.

Q. Why didn't you make a clean breast of it to anyone else carrying out lawful inquiry into the matter?

A. Sorry, I think we are going to go back over my statement of yesterday and

Q. You needn't keep going back over it, Mr. Collery. I am asking you a question, why didn't you make a clean breast of it?

A. But I with the exception of what we discussed yesterday, I believe I have and right through all our meetings, we have extensively examined

Q. matters which the Tribunal asked you about, isn't that correct?

A. Yes.

Q. Isn't that right?

A. That is correct, yes.

Q. Why didn't you make a clean breast of it, if that is your you have now the situation has now changed from yesterday, you have informed us that as of 1997, you wanted to be rid of the whole thing and make a clean breast of the matter to the Revenue. Now, as of 1997, that was your state of mind. Why didn't you make a clean breast of it? You wanted to get yourself out of matters, is that right?

A. I certainly do and certainly all of this will indicate again my and I accept bad judgment on my case in what I

have done.

Q. Mr. Collery

A. In protection of myself.

Q. Mr. Collery, don't continue to repeat the mantra.

MR. DEVITT: Sir, I must object at this stage. Whatever the nature and procedures attaching to this Tribunal, Mr. Collery is entitled to a fair hearing. He is entitled to make an answer without being interrupted. This is I think his fourth day being questioned by Mr. Coughlan. Now if he goes to make an answer, he is entitled to at least the courtesy of having an opportunity to complete the sentence without Mr. Coughlan's intervention.

CHAIRMAN: I am not conscious of a want of courtesy. If there has been a momentary interruption on this occasion, I am sure Mr. Collery can be given the opportunity to complete any answer.

MR. COUGHLAN: Indeed, Sir, I apologise if I intervened.

MR. DEVITT: Perhaps it would help the Tribunal and Mr. Collery if Mr. Coughlan would indicate if Mr. Collery hasn't been helpful or has withheld information from a lawful inquiry, what that lawful inquiry is. It might facilitate Mr. Collery making his answer. Mr. Coughlan hasn't said what the refusal is and to what lawful inquiry.

CHAIRMAN: I would have thought your presence throughout the last couple of days, Mr. Devitt, would have assisted you as an experienced practitioner to be able to advise your client during recesses in the course of the hearing.

Continue Mr. Coughlan.

Q. MR. COUGHLAN: The lawful inquiry is this Tribunal, Mr. Collery?

A. And there are other inquiries I am endeavouring

Q. The lawful inquiry I am concerned about is this Tribunal?

A. Okay.

Q. I think that that needed to be explained but I am sorry it has to be. Now, I now want to put to you a portion of a letter or the schedule to a letter which was sent to your solicitor on the 15th October 1998. This is after you had been in Cayman, isn't that correct?

A. That is correct.

Q. And if you turn to the schedule and this is after you had met Mr. Dennis Foley also, isn't that correct, October of 1998?

A. Yes, it would have been.

Q. And it was after you had either promised to get statements for Mr. Foley, is that correct?

A. Yes, it would have been.

Q. Can we take it that you had promised and that you hadn't given him statements at that meeting or soon thereafter, to your recollection?

A. To my recollection it had been requested statements and I

said I would forward them on to him.

Q. Now, this schedule, the heading "Schedule" I think there was a letter containing a request for information, you are familiar with this letter.

A. It's the standard letter that comes from the Tribunal, yes.

Q. No, it's not a standard letter. I think it's the letter in which you were informed you would have to attend a meeting from which the public would be excluded and I think this I think what the letter indicates is that the schedule to the letter contains a list of the areas in respect of which the Tribunal will be seeking your client's assistance.

A. Sorry, which page?

Q. If you just go over, just so that you understand the context. "What the Tribunal envisages is that having obtained from your client information which will enable to the Tribunal... then those persons will be requested to waive confidentiality." You understood the procedure being adopted by the Tribunal.

A. Yes.

Q. This was subsequent to the ruling of the Supreme Court in the case taken by Haughey & Others against the Tribunal & Others.

A. Okay.

Q. And the schedule then reads; "The Tribunal wishes to establish the extent to which Mr. Pdraig Collery holds any documents concerning any of the matters set out below. The

nature of those documents, how they came into his possession, how they have been retained in his possession, whether any such documents were once in his possession and if not now in his possession, how he came to lose possession of them.

1.2: The matters in question include all of the following:

1. The name of any person with whom Mr. Collery dealt or with whom to his knowledge the late Mr. J Desmond Traynor or Ms. Joan Williams or Mr. Sam Field-Corbett dealt in connection with the accounts mentioned below, whether as depositor, as a person drawing funds or otherwise receiving funds from such an account or as a person benefitting from such an account in any other way such as, for example, as the beneficiary of a security represented by the account or by any right in or over the account or as a person giving instructions in connection with any account.

2(a). The account or accounts now known as the Ansbacher accounts to include the accounts known as the memorandum accounts in the report of the McCracken Tribunal.

B. Any account in the name of Hamilton Ross & Company Limited or connected with Hamilton Ross.

C. Any account in the name of or connected with the Poinciana Fund.

D. Any account kept by or in the name or for the benefit

of Overseas Nominees Limited.

E. Any account opened in Guinness & Mahon or in any other bank under the control of the late Mr. J Desmond Traynor including Amiens Investments Limited or Kentford Securities Limited or any other company which he owned or controlled.

F. Any account in the name of or for the benefit of any person named in the Terms of Reference of this Tribunal including any account held for the benefit or in the name of any person who now holds or has ever held ministerial office.

G. Any account in the name of or for the benefit of Mr. Jack Stakelum, Ms. Joan Williams, business enterprises Limited, Mr. Sam Field-Corbett or any agent of the foregoing or any account controlled by any one or more of the foregoing."

Now, if we go to paragraph 1.3: "The Tribunal also wishes to know whether Mr. Pdraig Collery has any knowledge other than in the form of documents which are now in his possession concerning any person having any account connected with any of the foregoing to include specifically his knowledge of each and every person with whom he dealt or with whom to his knowledge the late Mr. J Desmond Traynor, Ms. Joan Williams, Mr. Sam Field-Corbett dealt in connection with any of the aforementioned accounts."

Now, you can see that the Tribunal was looking for

documents. Was also looking for information of anyone you dealt with other than in documentary form or in respect of whom you held documents?

A. That is correct.

Q. In relation to these accounts?

A. That is correct.

Q. Can there be any doubt, any doubt at all that the information being sought by the Tribunal from you in October of 1998 would have included information that you had done an amount of work while you were out with Mr. Barry Benjamin in Cayman?

A. As I said yesterday, yes I do accept that and

Q. Just listen, this is as of October of 1998, you knew that.

A. Yes I did.

Q. You knew what's what the Tribunal was looking after?

A. And I have accepted that yesterday as well, Sir.

Q. Just deal with the correspondence now at the moment, Mr. Collery, your state of mind then.

A. Okay.

Q. Can there be any doubt that information that you had received all, all your expenses in respect of the trip would have been relevant information by the Tribunal and was being sought by them on that occasion?

A. May I have that question again?

Q. That your expenses on or the cost of the trip that had been discharged by Hamilton Ross was something that was caught by the ambit of what was being sought by the Tribunal?

A. I have to be honest and say I wouldn't have deemed that relevant but, you know, in the context now, I can see where it might be.

Q. Can there be any doubt that the Tribunal wanted to know of any person you had dealt with, where there was documentary information available?

A. I accept that there was no doubt.

Q. Can there be any doubt that the Tribunal was seeking information of anyone you dealt with in the absence of documents?

A. There is no doubt, Sir.

Q. Can there be any doubt but that you wilfully withheld this information from the Tribunal on a specific request?

A. I withheld it from the Tribunal but not wilfully, by bad judgment on my behalf and if that's deemed wilful...

Q. You knew when you received this letter what the Tribunal wanted to know, isn't that correct?

A. Yes, I did but there were doubts in my mind at that time and my state of mind led me to make the decision that I made and I was wrong in that.

Q. We will come back to the letter again and go through it and what information was being sought from you. Can there be any doubt that the Tribunal wanted all documents in your possession relating to the Ansbacher Hamilton Ross accounts? Can there be any doubt about that?

A. No, I accept that.

Q. There can be no doubt in your mind but that you had the

documents.

A. Absolutely not, I had the documents.

Q. And that there can be no doubt in your mind that the Tribunal wanted that document.

A. Yes.

Q. Can there?

A. That is correct.

Q. And regardless of what the document contained, there can be no doubt that you knew it was relevant to the work of the Tribunal. I will come to your own reasons in a moment but you knew it was relevant to the Tribunal.

A. I say now, I said yesterday I should have brought the documents to the

Q. I want you to answer the questions. I am asking you a specific question. There can be no doubt but that you knew that the document, regardless of what it contained, was relevant to the work of the Tribunal.

A. Yes.

Q. There can be no doubt but that you knew the Tribunal wanted to know of anyone you had been in contact with in relation to these accounts, isn't that correct?

A. I do accept that.

Q. And there can be no doubt but that you knew you had met Mr. Dennis Foley?

A. I do accept that. I accepted that yesterday.

Q. No, no, listen to the question, Mr. Collery. There can be no doubt that you knew on this request for information that

you had met Mr. Foley?

A. I accept that.

Q. It's not a question of accepting it. Do you have a doubt you met Mr. Foley?

A. No, I have no doubt.

Q. Did you have a doubt when you received this particular request for information that you had met him?

A. I should have remembered and I don't have a doubt.

Q. Very good, Mr. Collery.

CHAIRMAN: Perhaps on that note of concurrence we will adjourn until five to two.

THE TRIBUNAL THEN ADJOURNED FOR LUNCH:

THE TRIBUNAL RESUMED AS FOLLOWS AT 1:55PM:

CONTINUATION OF EXAMINATION OF MR. COLLERY BY MR. COUGHLAN:

Q. Now, Mr. Collery, before lunch we were dealing with the schedule to a letter you had received through your solicitor to the Tribunal, isn't that correct?

A. That is correct. May I please have the copy of it back?

Q. And I think you agreed with me that the fact that you had documents relating to the accounts for which information was being sought by the Tribunal was something that you knew about and that you could have had no doubt about?

A. I did accept that, yes.

Q. And the fact that you had met somebody in connection with

those accounts, namely Mr. Foley, and that you knew the Tribunal was looking for that information and you had no doubt about it, isn't that correct?

A. I do accept that.

Q. And when you came to deal with the information being sought by the Tribunal, you and you alone decided not to make that information available to the Tribunal or the documents available to the Tribunal, isn't that correct?

A. That indeed is correct. From my state of mind and the surroundings of my confusion at the time, I did make that decision on my own behalf, and me alone.

Q. What I am saying is this, and just to be clear about it, that you received no advice to do that. You couldn't have, isn't that correct?

A. Absolutely not.

Q. I mean of a professional nature, you couldn't have?

A. No, absolutely not.

Q. And in fact you sought no advice of a professional nature in regard to that?

A. Absolutely not.

Q. Can you have any doubt if you had sought advice, you could only have been given one answer, isn't that correct?

A. Yes, my professional advisers

Q. And could only have

A. Yes, could only have.

Q. Now, you have informed the Tribunal that you now accept that this was wrong or wrong judgement on your part?

A. It was totally incorrect judgement on my part and erroneous of me to do so.

Q. When did you arrive at that view?

A. When I was considering in my reply to the Tribunal and indeed in private session after the documents were produced to the Tribunal, in having those discussions and indeed formally now in front of the public, I admit that.

Q. That's what I want to ask you. I want to ascertain have you only formed the view, since the documents were discovered by the Tribunal, that the judgement, as you say, was incorrect, is it only now?

A. Well in hindsight and in going through that exercise, I have I now come to that conclusion.

Q. Only after you were found out, isn't that right?

A. Only after the documents were produced to the Tribunal.

Q. And up to that time, you knew that the documents were being concealed from the Tribunal, isn't that correct?

A. Yes, that is true.

Q. And that information was being concealed from the Tribunal, isn't that correct?

A. That is correct.

Q. And up to November of 1999, you did not take the view that this was an error of judgement on your part, isn't that correct?

A. No, because of the doubt in my mind, the concerns that was in my mind, I did not take the view.

Q. How can that be, Mr. Collery?

A. I am sorry, I don't understand...

Q. You knew as of October 1998 that the Tribunal wanted the type of document you had and the type of information you had from you, isn't that correct?

A. That is indeed correct.

Q. And you had no doubt about that.

A. That is correct.

Q. And you had no doubt that you had the information which could have been of assistance to the Tribunal, isn't that correct?

A. That is correct.

Q. And you consciously decided not to give it to the Tribunal, isn't that correct?

A. Personally, I made that decision. I have yet again, to the Chairman of the Tribunal, say that I know that I was wrong in that decision and I deeply regret that.

Q. What I am looking for is your state of mind in the intervening period. You knew you were deliberately avoiding giving the Tribunal information and documents, isn't that correct? You knew that.

A. I do accept that.

Q. The exact documents the Tribunal had asked you for and the exact information you were asked for?

A. I do accept that.

Q. Where is the error of judgement in that, Mr. Collery?

A. Well the error of judgement, and I still have a concern and, you know, I have lots of concerns and, you know, I

really do not wish to go over the ground again, but when I hear you know, where we had discussions, where we saw a letter yesterday, not a letter but an article in a paper where, you know, people may not get information about their accounts and we have discussed that in public as well, you know, all of this of protecting myself and in that protection and I say it yet again, my judgement was clouded incorrectly and I freely, openly admit that in not complying totally, fully with this letter.

Q. Let's be clear about it, Mr. Collery. Are you now saying that you still have a concern?

A. I beg your pardon?

Q. You have just said now that "I still have a concern".

What concern do you still have?

A. Well I still have personal concerns that people, and I am deeply concerned and I said it to you yesterday, that it really does concern me that people, having written to Barry Benjamin, may not be able to get their funds or get information of their funds and that concerns me.

Q. But

A. And I have concerns that it would reflect badly on me. I have endeavoured to assist as best I can and indeed I will continue to assist you in best I can in all my endeavours

Q. Mr. Collery, did you not assist the Tribunal in this regard?

A. In this instance

Q. You certainly did not, isn't that correct? The opposite is the case, isn't that right? Isn't that so?

A. In this instance, I accept the case. I think to be fair to me, Mr. Coughlan, we have met a considerable amount of times. A considerable amount of times.

Q. Yes, yes. But this was every time you had dealings with the Tribunal, you knew you had these documents and that you had this information about the meeting with Mr. Denis Foley?

A. And I do totally accept that.

Q. Isn't that so?

A. That is correct.

Q. And if the documents hadn't come into the possession of the Tribunal, Mr. Collery, in the manner they did, isn't it correct to say that you would have kept them from the Tribunal?

A. I think to be fair to both of us, that may be a bit hypothetical because in our analysis of transactions, it may have happened that an explanation would have to be given for that 50,000 over Darsley and I don't want to speculate on what would have happened there, because I believe it would be speculation.

Q. Was it your intention, let's be clear, was it your intention at the time that the Tribunal got hold of documents that you were going to give them to the Tribunal? Are you saying that that was

A. I am sorry, I didn't hear

Q. At the time the Tribunal got hold of the documents, are you saying that this was your intention to give them to the Tribunal?

A. No, I didn't say that.

Q. In reply to a question from the Chairman yesterday, you said that you had not, no inducement had been held out to you and you had come under no influence in relation to the withholding of this information from the Tribunal, isn't that correct?

A. That is correct.

Q. I want to ask you another question now, and if you just listen to it carefully. Did you have any discussion at all; in other words, did you speak to anyone about it?

A. And I want to be clear about the period of time. What period?

Q. I am talking about from the time you were let's take it from the time you were in Cayman in 1998, when you created this handwritten document to the time that it was brought to your attention by the Tribunal that the Tribunal had come into possession of the document. And I am not talking about now taking legal advice as a result of what was informed about what you were informed by the Tribunal by Irish lawyers. Did you speak to anybody in that period about the particular document or the contents of it?

A. If I may take it in the events that happened and that's the best way I can think of to recollect. Obviously in putting the document together, I spoke to Mr. Benjamin.

In '98 I spoke to Mr. Foley.

Q. Yes. Now you spoke to Mr. Foley this was the meeting at Dublin Airport?

A. This was the meeting at Dublin Airport, yeah.

Q. Did you tell Mr. Foley that you had this document with his name on it?

A. Yes, I did well I may not have referred to the document precisely but I said I seen a reference to his name, I think those are the words that I would have used.

Q. You saw reference to his name where?

A. In Cayman?

Q. In Cayman.

A. In Cayman.

Q. Right. That's Mr. Foley.

A. And obviously I spoke to Ms. Margaret Keogh when I handed the documents to her, not precisely but I did say there were documents which were confidential to myself.

Q. And when did you hand those documents sorry, I want to is that all?

A. That's my best recollection, all, yes. I, of course sorry, not specifically in relation to the accounts but obviously I did have, as I referred to earlier, I would have had conversations with Mr. Sam Field-Corbett that I was in Cayman to do some accounting exercise but I wouldn't have been very specific in the outcome of that, I don't believe. Yes, I would have indicated to him that I brought the accounts up to a

certain date, but I wouldn't obviously have referred, with client confidentiality, to any particular individual.

Q. Why not? Wasn't Mr. Field-Corbett a signatory on the

A. He was, but I don't think that I went through, you know

Q. That's fine. You spoke to Mr. Benjamin when you were in the Caymans. You had the discussion with Mr. Foley, you think, without the document or indicating that you had a document with his name on it, but you told him that you had seen his name

A. I certainly did, yeah.

Q. In Cayman.

A. That's correct.

Q. And you spoke to Ms. Margaret Keogh?

A. That is correct.

Q. But not about the contents of the documents?

A. Well I did speak about the contents in as much as they were confidential to me.

Q. The documents that were given to her, were they in a sealed envelope?

A. They were. They were put into a sealed envelope.

Q. And who put them into the sealed envelope?

A. I did.

Q. That was in front of Ms. Keogh?

A. That is correct.

Q. And where did that happen?

A. In her house.

Q. And when did that happen?

A. I think it was about four weeks before they were handed to the Tribunal. Three to four weeks I would manage.

Q. Sometime in October you think?

A. I think so, yeah. I think she in her statement has given the exact date, but I can't recollect.

Q. And what do you recollect you informed her you had documents which were confidential to you, is that correct?

A. That is correct.

Q. And what did you ask her to do with them?

A. I think I would have explained told her about my concerns, that I was afraid, which I have said, of access to my house being made. These were confidential to me and that I was afraid that somebody would come in and take them and would she mind looking after them for a period of time for me. I know she has stated otherwise but I cannot recollect making that statement to her that I was to take them to my family home in Sligo. I don't recall that, but I may well have done.

Q. Did you tell anybody that you had given the documents for safekeeping to Ms. Keogh?

A. I did not.

Q. Did you tell Mr. Benjamin?

A. No, as far as I was concerned, they were my documents, they weren't his.

Q. Even up to today's date, have you told Mr. Benjamin?

A. No, I don't think I have. I had conversations with Mr. Benjamin, but I don't think I have told him that.

Q. Right. Now you have had conversations with Mr. Benjamin since you came back from Cayman, is that correct?

A. I did call him at Christmas time to wish him a happy Christmas.

Q. Let's just take it slowly now.

A. Yes, I did have conversation

Q. You had conversations with Mr. Benjamin?

A. Yes, I did.

Q. How many?

A. Since what date, Sir?

Q. Let's first of all take it from the time you came back from Cayman in 1998?

A. Half a dozen at the most, I would say.

Q. And since you gave the documents to Ms. Keogh?

A. Once.

Q. And when was that?

A. I believe it was at Christmas time to wish him compliments of the season.

Q. What was the subject matter sorry, first of all, in

relation to the other conversations you had with

Mr. Benjamin, how were they conducted? Were they face to face or were they by telephone?

A. ^ read no, I have not had one meeting since '98 I have had not Mr. Benjamin face to face.

Q. So you spoke to him on the telephone?

A. I did, yeah.

Q. And who initiated the telephone call?

A. In one or two cases, it was myself. And in other cases, it was him phone calling to me.

Q. And what were the telephone calls about?

A. Well one in particular was the closing of my own account, to transfer the funds back here. That was the professional advice I had got and I was endeavouring to, as I said, complete my discussions with the Revenue or to progress that further.

Q. So one related to the closing of your own account?

A. That is correct.

Q. And the transfer of funds to Ireland, is that correct?

A. That is correct.

Q. And how was that done?

A. That was done by a verbal phone call to him, as I indicated earlier.

Q. And what was said?

A. That I was endeavouring to progress as quickly as possible my affairs with the Revenue. That the professional advice that I got was that I should close my account in Cayman, that I should no longer hold an external account. I took that professional advice and acted accordingly in getting the funds taken back to Ireland.

Q. And what did he say to you?

A. He said he would arrange I think even at the particular time, I think he said he was going at that particular time, I seem to recall a conversation whereby he was either going up to Miami or going somewhere in the States, that it

would be delayed for a week or two, but yes, on his return,
that he would act on those instructions and he did so.

Q. And how were they acted on? How was the payment made?

A. It was made by an interbank transfer.

Q. From where to where?

A. I don't know what route it took, but it left it was
transferred from Cayman and arrived in Ireland.

Q. Where? To your own bank account?

A. No, to my solicitor's account.

Q. Very good. And Mr. Benjamin didn't ask you for any legal
proof in relation to the account, did he, on that occasion?

A. Well I think he had met me and he knew me well enough to
act on my verbal instructions.

Q. Did he ask you for legal proof

A. He did not ask me for legal proof, no.

Q. Did he send you any statement in respect of your account
then?

A. No, he did not.

Q. And were your instructions to him to bring the balance to
zero on the account?

A. Yes, I instructed him to make a payment that was there and
if there was any accrued interest or anything, that he was
he was to take that in fees for himself.

Q. That was one particular conversation you had with him?

A. That was one particular conversation.

Q. You had probably another four conversations with him prior
to the documents coming available to the Tribunal, isn't

that correct?

A. Yes, I would admit that I had, yes.

Q. And what were they about?

A. They were probably two clients who wished their funds to be transferred back here well no, one to the UK I seem to recall and one to Ireland here, and I gave instructions verbally over the phone for that to happen.

Q. And did it happen?

A. It did happen.

Q. And were you asked for anything by the way of legal proof in respect of it by Mr. Benjamin?

A. No, I wasn't. I confirmed that the payments were being made to the individuals whom I believe were the beneficiaries of the account.

Q. And you were in a position to do that in respect of each and every person who was in the Ansbacher situation?

A. At this point in time, the 19 that were left, with the exception of one person, I was

Q. In a position to give that

A. That's right.

Q. instruction, instruction to Mr. Benjamin?

A. Well I would have made the confirmation to him. It was up to him to act on that request, and he did act on those requests.

Q. So that was in respect of two people, is that right?

A. At this moment in time, that's my best recollection, yes.

Q. And did that account for two of the telephone

conversations?

A. It would have done, yes. They would have been separate.

I believe they were separate periods. You know the exact dates, I am sorry, Sir, I can't...

Q. What were the other conversations about?

A. I think at one stage I had spoken to him to say that there would be a number of people writing to him requesting information on their accounts and as I said I believe that he should conform with that because, after all, as I believed, that the Tribunal had all that was to be had in relation to those accounts. There was nothing to

Q. Nothing to hide.

A. Exactly, you know

Q. Interesting, isn't it, that you were telling him that in respect of particular clients, the Tribunal had the documents and you were telling him that there was nothing to hide in relation to these accounts?

A. We had the statements of accounts from '92 right up to date so...

Q. There was one huge piece of hiding going on, wasn't there?

A. I know what you are referring to and, yes, I accept.

Q. And did you inform Mr. Benjamin about that, that the Tribunal did not know about Mr. Denis Foley?

A. No, I did not.

Q. Now you know for a fact, isn't it correct, that Mr. Benjamin has not complied with any requests in respect of information being sought?

A. Yes, I do know that, yes. And I have also stated publicly now and in private that I really do not understand why that is the case unless whatever laws are prohibiting him to do so.

Q. But this is the consent of the people whom you can verify are beneficially entitled to these funds, isn't that correct?

A. Absolutely the case and, you know, thus my confusion. You know, I, as an ordinary layman, just cannot understand that.

Q. And tell us about the conversation you had with Mr. Benjamin at Christmas time of last year.

A. It was very social. "I am calling you to say" or he may have called me, you know, I really don't I think he may have called me saying "Look, just calling to say, wish you compliments of the season", you know, Sir, and I don't want to sound it's not rude, but unrespectful to the chair here, but "Will that Tribunal in Dublin ever end?" type of thing. "It's going on for a long time" and, you know, "I hope you are bearing up and that the pressure isn't too much on you and I wish you the compliments of the season to both yourself and your family and hope they are all well and not being too distraught over the pressures that are being brought to bear on you." Something I cannot phrase exactly

Q. What pressures is he talking about?

A. Well obviously he has seen the papers. He has seen that I

have been a number of times here in public with you and I presume he perceives that that is, you know, a lot of pressure on me. And you know, it isn't an easy thing to sit here and not feel pressure. It's an enormous pressure.

Q. Heretofore when you have given evidence before this Tribunal, it has been in accordance with memoranda which have been prepared in relation to specific transactions, isn't that correct, usually of a highly technical nature?

A. Yes, that is correct, yes.

Q. There has been no question of pressure in relation to it. You have been giving, in effect, a type of an expert evidence, isn't that correct?

A. You know I personally put a lot of preparation into all of that and there is technical questions which we have discussed and I have got to be absolutely

Q. Invariably the information has been brought to your attention by the Tribunal and you have been asked for your comments in respect of it, isn't that so invariably?

A. Yes, Sir, and confirm the processes and procedures and so on.

Q. It is the Tribunal that has uncovered the particular chain of transactions and you have confirmed that that is the case then, isn't that invariably the position?

A. Yes.

Q. Or your experience of such transactions has been asked to assist the Tribunal in commenting upon what the Tribunal

has put together

A. Yes.

Q. Isn't that so?

A. And I am pleased, you know, always willing to be available to give the Tribunal my experience in endeavouring to understand the transactions that have happened.

Q. So there has been no pressure in that regard. No pressure.

A. Again, with respect Sir, you are every day in this environment. I am an office person who is not in the public, here in public, you know and it's it is a pressure, I can assure you.

Q. Oh I can understand that it's a pressure coming into the witness-box on many occasions knowing that you have deliberately concealed from the Tribunal information which the Tribunal was looking for.

A. With respect, Sir, I think that's unfair.

Q. Is that not so, Mr. Collery?

A. I think that's very unfair, Sir.

Q. Is that not so?

A. I do not concur with that observation.

Q. Well let's see whether you concur or not. You knew every time you came here to give evidence that you had failed to give the Tribunal information it was seeking and which you knew to be relevant, isn't that correct?

A. That's correct.

Q. Every time you got into that witness-box?

A. That is correct.

Q. And you are suggesting that that doesn't bear on somebody's mind when they are giving evidence even of a technical nature?

A. Perhaps it has.

Q. Now, when you spoke to Mr. Benjamin at Christmas, did you tell him what had happened about documents that you had, that the Tribunal now had them, and that you had given them to somebody for safekeeping in the meantime?

A. No, I did not, Sir.

Q. You didn't inform Mr. Benjamin are you telling the Tribunal you did not inform Mr. Benjamin at Christmas of what happened?

A. Yes, I am and there were other persons who asked me about this transaction and I was, because we had been expressing in private and sorry, I do regret having to bring out now our discussions in private, is it

Q. What were we expressing in private in respect of, Mr. Collery? The Tribunal had made an order against Ms. Keogh to deliver the documents, isn't that correct?

A. That is correct.

Q. The documents were brought to your attention, isn't that correct?

A. That is correct.

Q. The documents related to Mr. Benjamin's operation, isn't that correct?

A. That is correct.

Q. And are you telling the Tribunal that you did not tell Mr. Benjamin that the Tribunal was in possession of documents which they previously had not been in possession of and that they related to Hamilton Ross?

A. I took the inference and again very literally that this was a very delicate investigation and that I should not discuss it with anyone and indeed in my questioning by Mr. Ryan, I told him that this was a delicate nature, that all I could say was yes, Mr. Foley was a name but I couldn't tell him of any of the circumstances, but in due course, when the circumstances allowed me to do so, that I would fill him in completely on that, so I was very conscious of the real confidentiality between you and I now at this point in time.

Q. I just want to clarify when you spoke to Mr. Ryan, it was after the Tribunal had come into possession of documents?

A. It was indeed, yes.

Q. And do you think that the first time that Mr. Benjamin knows anything about this is when he sees the reports of what's transpiring at these public sittings of the Tribunal, is that so?

A. Or whether some yes

Q. Or what, whether

A. Whether some Colm Keena has obviously contacted him, in that context, yes.

Q. Mr. Foley, in cooperating with the Tribunal, furnished the Tribunal with a waiver in respect of matters pertaining to

him in Hamilton Ross in Cayman, I think you are aware of that?

A. I understand that, that that happened, yes.

Q. And that that was sent to Mr. Benjamin and/or his Irish solicitors, you are aware of that?

A. I didn't know the involvement of an Irish solicitor but, you know, I understand

Q. You did know that there was involvement of Irish solicitors on behalf of Hamilton Ross?

A. I did, but I didn't know the letter was sent to the Irish solicitors. I want to clarify that.

Q. I think that waiver was sent to the Irish solicitors in the first week of January of this year?

A. I am not you know I am not aware of that. I take

Q. Did Mr. Benjamin make any contact with you to verify that Mr. Foley was the appropriate person who should be furnished with the information?

A. Not from Mr. Foley

Q. Mr. Benjamin?

A. Sorry, Mr. Benjamin, and not just for that situation and I understand that you have sent over waiver letters and he has not asked for confirmation from me.

Q. He has just put up the shutters, hasn't he?

A. That's as I understand the case is, yes.

Q. When you contacted Mr. Benjamin in respect of clients to deal with their funds, you did so, you think, on two occasions, isn't that correct?

A. That's to the best of my recollection, yes.

Q. He had no difficulty in complying with any instruction that was given, isn't that correct?

A. He indicated no difficulty to me and he carried out those instructions.

Q. And still these clients are being refused access to their information, isn't that correct?

A. That is correct.

Q. I just want to deal with another matter, both from a general point of view and something which involves Mr. Foley but not in the context of being a direct depositor in the Ansbacher accounts.

A. Okay, Sir. May I ask for reference to

Q. Yes, it relates to a company called Central Tourist Holdings Limited.

A. Okay, can you give me some moments please?

Q. Yes indeed.

I think it's correct to say that the Tribunal sought information from you and furnished you with certain documents about dealings in respect of this company, isn't that correct?

A. That is correct, on the 31st.

Q. And I think you furnished a memorandum in response to the information being sought by the Tribunal, isn't that correct?

A. I did indeed, yeah.

Q. I think in the first instance, if I were to just show the

particular transaction and then we will deal with the memorandum so that everybody understands. That might be the fairer way of doing it.

A. That's fine.

Q. I think you are aware, and Ms. Sandra Kells will give evidence in due course, that the files of Guinness & Mahon record a loan to Central Tourist Holdings Limited in the sum of €75,000 which was subject to the joint and several guarantees of the directors of that company who were Mr. William Clifford, Mr. Thomas Clifford, Mr. Denis Foley and Mr. John Byrne. It's document number 10. I think you have seen this particular document, haven't you?

A. It's in these files, yes, I have seen it, yeah.

Q. And it shows that there is a facility of €75,000 being afforded?

A. That's correct.

Q. The address is perhaps the registered office but it's in fact the offices of the accountants of the auditors to the firm as well, so nothing turns on it.

A. Okay.

Q. And then it says that the conditions are set out in a letter addressed by the principals. "We understand William Clifford, Thomas Clifford, Denis Foley and John Byrne hereby to guarantee jointly and severally that in the event of the principal failing for any reason whatsoever to place new funds sufficient to repay them, when due, any loan or loans made or liabilities incurred under any facility or

failing for any reason whatsoever to pay you and when the same ought to be paid, any commission, interest etc." isn't that correct?

A. That is correct.

Q. So a loan is being advanced, isn't that correct? It's being guaranteed by these four people who are the directors of the company, isn't that correct? That's essentially what that is.

A. Yes.

Q. Now, I think the acceptance of the facility was signed by Mr. John Byrne by Mr. Sam Field-Corbett on behalf of Secretarial Trust Company as the company secretary, that's Central Tourist Holdings' secretary, and that's document number 11.

A. That's correct, the 1st June 1972, yeah.

Q. And fairly standard stuff, isn't that right? A loan is being obtained and the terms are set out

A. The draw down details

Q. And then there are various draw down details and an acceptance of the facility letter, isn't that correct?

A. That is correct.

Q. I don't think we need to go through it in any great detail at the moment. Now, I think the purpose for which the loan was advanced was not apparent from the face of the facility letter. I think that's correct, isn't it?

A. That is correct.

Q. And I think if you look at document number 12, that it

appears from the statement on the loan account that the total sum actually drawn down was £70,000 and that this was drawn down in two tranches of £50,000 on the 24th July 1972 and on £20,000 on the 17th October 1972, is that correct?

A. That is correct, yeah.

Q. And then continuing to look at the statements, it appears that the loan was extended from year to year and continued to be outstanding as of November 1985, is that correct, on the statements?

A. That's correct, yeah.

Q. I think from looking at the statements, can you confirm that the account statements show that in the early years of the loan, interest payments were met and the debit balance on the account was kept to a figure of approximately £70,000 or thereabouts in the early year, is that correct?

A. That's correct.

Q. And that from early 1982, interest payments ceased to be made and interest was added to the capital balance and the facility was increased each year to cover accrued interest. Accordingly, by the time of 1985 or thereabouts, the loan stood at a debit balance of £135,500 or thereabouts, would that be correct?

A. That's correct.

Q. I think initially the loan was drawn down in sterling as a sterling loan and continued as a sterling loan until February of 1979. We were still within the sterling area of course at that time, isn't that correct?

A. Yes.

Q. Then following our entry to the EMU and break with sterling, the loan was converted into Irish pounds. That would be standard?

A. Yes, that did happen as a course for those loans.

Q. Now, I think certain documents have been brought to your attention which indicate that it appears from the bank's loan file that at least four of the loan decision memoranda of the bank's credit committee record the decision of the credit committee to provide the facility described the loan as suitably secured or adequately secured. The first one of those is document number 13. It's a memorandum dated 6th November 1976 in which the loan was described as "Suitably secured" isn't that correct?

A. That is correct.

Q. The next document is a memorandum dated 14th December, 1977 in which the loan was also described as "Suitably secured" and that's document number 14.

The next memorandum is one of December 1983 which referred to the loan as "Considered adequate as to security", isn't that correct?

A. That's correct.

Q. Document number 15. And then the final memorandum is one of December 1984 in which the loan was described as "The security may be taken as adequate." Document number 16, isn't that correct?

A. That is correct.

Q. And these all relate to a time when Mr. Traynor was in the bank, isn't that correct?

A. It is indeed, yes.

Q. And this was the form used by Mr. Traynor and other officers of the bank to indicate that the loan was secured by a backing deposit?

A. Yes, I do concur with that, yes.

Q. And that the backing deposit was in the name of Guinness Mahon Cayman Trust or one of the other Guinness & Mahon offshore facilities?

A. Yes.

Q. Now, we can see from that series of memoranda that the type of language is changing, isn't it, to reflect the fact that the loans are secured by on a back-to-back basis? We move from "Suitably secured" to words like "The security may be taken as adequate", isn't that right?

A. Yes, although I wouldn't lean much heaviness on that.

Q. To somebody within the bank, it would be known, isn't that correct?

A. That is correct, yes.

Q. Now, I think you have been furnished with documents which show that on the 4th September 1985, it appears that £106,863.62 sterling was withdrawn from Guinness Mahon Cayman Trust/College Call Account No. 06040454, isn't that correct?

A. I believe that this is the first time I have seen this.

Q. We will just show the heading of the statement first.

It's Guinness Mahon Cayman Trust/College Call Account.

A. Okay. Yes, I am familiar with that account.

Q. What type of account is that? Is it

A. That's what we commonly refer to as the pool account.

Q. Pool account. It's the pool account. Right. Now, if

we just move it up along and we see that on the 6th

September 1985 sorry, the 5th September, is that

correct 6th, I beg your pardon, you can see €106,863.62

being debited from the account, isn't that correct?

A. I do confirm that, yes.

Q. I think we can then show that sum of €106,863.62 was sold

and converted into Irish pounds yielding €133,579.32. I

think the sum is credited to the bank's foreign exchange

account

A. Okay, yes.

Q. The 90065018.

A. Okay, I see that.

Q. You see the transaction.

A. Yes.

Q. You see it's ex-Guinness Mahon CT/College.

A. Correct.

Q. So a foreign exchange deal is being done here, isn't that

correct?

A. That is correct.

Q. And that sum is converted into Irish pounds?

A. Yes, that Irish pounds amount now would be reflected in

that account number, in the internal account of 90065018.

Q. Sorry, if you just pull it over to the left, you actually see the debit and the credit, I think, don't you? It's not the clearest.

A. I think those unless you were familiar with those sheets, audit sheets, you see the credit there on the credit side, which doesn't indicate there is a debit because

Q. Yes, but there had to be a debit somewhere?

A. There is no doubt about it, there was a debit

Q. The debit was in the yes. So that foreign exchange deal took place.

A. It did indeed.

Q. Now, on the same day, £135,510.68 was withdrawn from the foreign exchange account and credited to Central Tourist Holdings loan account number 2437007.

A. Okay.

Q. You can see it coming out of the foreign exchange or the foreign exchange account.

A. And going into the

Q. And credited to Central Tourist Holdings account. I think we can put that particular document up as well. Do you see that, the Central Tourist Holdings account, resident loan?

A. Lodged.

Q. Lodged. Now the difference of £1,932.16 between the sum of £133,579.52 realised from the sale of sterling and the sum of £135,510.68 lodged to the Central Tourist Holdings

account was met by a debit to Amiens Securities Limited, account number 08116008, and this appears from the Amiens statement where there was a debit in the amount of €23,000 on the 4th September 1981 which included the sum of €1,931.16. I think it's very unclear, but I think this was brought to your attention, isn't that correct? This particular

A. Well the narrative was you know, I haven't seen the

Q. Perhaps you need to look at that particular one, but you have no doubt about the €133,000

A. I have no doubt about the other one, you know, but that doesn't map across, as it were.

Q. Fine. There is a memorandum of Mr. Pat O'Dwyer dated 16th October 1985 wherein it was confirmed that the loan was fully repaid?

A. That is correct, I have seen that.

Q. And that would have been contained on Mr. O'Dwyer's file, isn't that correct? It makes reference to other loans as well?

A. It's probably on the lending file, yeah.

Q. That was an area of responsibility of Mr. O'Dwyer's?

A. The loans department.

Q. The loans department.

A. Yes, I think all of these in fairness, we are dealing with documentation from the loans department.

Q. So from what you have seen, it appears clear, doesn't it, that the indebtedness of Central Tourist Holdings which

stood of £135,000-odd was cleared according to Mr. O'Dwyer there and that now you want to look at the £1,900 coming out of Amiens, but I don't think you have any much concern about that, but that it came from a Guinness Mahon Cayman Trust/College, isn't that correct?

A. That seems to be

Q. The proceeds of money to clear the debt?

A. That is correct.

Q. And that the debt itself had been backed obviously by Guinness Mahon Cayman Trust money, isn't that correct?

A. By the wording that's on there, it would seem to be

Q. By the wording "Suitably secured", or words to that effect.

A. That's correct.

Q. And I think from what you have looked at in documents brought to your attention by the Tribunal, this seems to be the only example that we have of the backing deposit being used to clear the indebtedness, isn't that correct?

A. That's the best of my knowledge, yes.

Q. Now, that particular statement of account shows, I can't read the exact date on the left-hand corner, but that shows the 24th September the 4th September, I beg your pardon, the 4th September of 1985, there is a zero balance on that particular account, isn't that correct?

A. There is indeed, yes.

Q. And that particular statement of account would have been held where, Mr. Collery? Would it have been held in the

accounts department?

A. It would indeed, yes.

Q. And Mr. O'Dwyer would have his own information on his loan file, isn't that right, and he would be satisfied that the account was cleared or would he have a copy of that as well?

A. It's unlikely he would have a copy. I would have thought that he would have either looked on the screen, you know, there was on-line inquiries that you could make on the balance of your accounts, so it's to enable him to make the statement that he has done there, he would have checked up the balance on the screen. That's a presumption, but it seems reasonable that that is the way he would have there were many other ways you could confirm a balance, but that's the most likely.

Q. Now these particular statements of account, can I take it, by 1985, were on a computer system, is that correct?

A. They were indeed, yes.

Q. And the next statement which would have been generated by the computer in respect of that particular account, unless some transaction had taken place, would continue to indicate a zero balance, isn't that correct?

A. That is correct, yes.

Q. And that should continue to be the situation if there was need to generate what would happen on a zero balance?

Would it stay in the system and would accounts be generated monthly or whenever they would be required showing the zero

balance or would a zero balance account be just left there until the transaction took place?

A. I think there was a process after a period of time that, because obviously you know, they are now taking up space on the system, that it was no longer required, that there was a process whereby zero balances would be closed off and a physical record would no longer be there on the live system.

Q. That's what I want to ask you, was there something in the software which would have dealt with that situation, do you know? You were the man who installed the system.

A. I know I was, I just I don't remember the process what we went through there, you know. The system was there till a couple of years ago, I believe, and so Ms. Kells may be able to confirm that, but you know, I just can't recall.

Q. Now, we do see a loan statement or sorry, a statement of November of 1985, is that correct sorry, for October and November, account statements for October and November of 1985 and in the first one there, that's the one of perhaps we will put the October one up first

A. Well the statement date is the 5th November.

Q. Sorry, the 5th November. Now that's just showing the reverse entry, isn't that correct? Do you see that?

A. Well on the account, one reverses the other but I think the transaction, if you look at the dates, if we go left a bit please is the 29th October and that indicates that there was a debit to that account of £135,500 and then on a

current account on the same day, that there is a lodgment of £135,500

Q. It's not the same day, it's completely different. 29th October and the 6th November.

A. No, no, sorry, if we I am reading the documents in front of me. If we go to the loan account which is this one, which is account 02437023, we have a drawing of 135,510.68 dated 29th October '85. So that's the debit side.

Q. Yes.

A. Now, if we go to the credit side of that transaction no, if we go to account number 02437015, I think, well on the same date, the 29th October, you see a credit. Now, I don't know whether you have you know, that backing sheet that we referred to as the transaction reference sheet, if we have that, we'd be able to see the both of them there in the same context, but

Q. Is it your understanding that there was a credit to the loan account and a debit on the same day reflecting the same transaction?

A. That there was a debit on the loan account on the 29th October '85 and then, and a credit to the current account for that amount and then on the 4th November we see a debit

Q. A debit of the current account, is it?

A. A debit of the current account and a credit to the loan account.

Q. What would that be about?

A. I can't explain it. But that's, you know I am going through the transactions.

Q. I know, I am just wondering do you know because of your familiarity with the accounts?

A. No.

Q. But whatever happened there, or whatever is recorded as happening there, nonetheless end up with a zero balance on the loan account?

A. On the 4th November, it ends up in a loan account, yes. A different account number, by the way, to the previous one.

Q. Yeah. Now, I think there is an account statement as of 1986.

A. I don't have that now.

Q. Sorry, I thought you did. Perhaps that's of December 1986, do you see that?

A. I do indeed, yes.

Q. And this is Central Tourist Holdings resident loan account, isn't that correct?

A. It is. I notice there that it's the same account number as this loan account that we have just been discussing.

(Document handed to witness.)

Q. There is an accrual of interest, of course, or there has been an accrual of interest added to this?

A. Seven thousand

Q. But this is what he have now in December of 1986.

A. I think that statement number 3 I think it is, so whether

we expected that there were at least one other that, if it was a continuation of this account, that you'd expect statement number 2, do you have that one?

Q. What I want you to confirm is that the account shows an indebtedness of Central Tourist Holdings as of December 1986, isn't that right?

A. On the face of it, that's right.

Q. On the face of the statement?

A. That's correct.

Q. Now, the Tribunal has been informed there was no loan other than the original loan obtained by Central Tourist Holdings, so that you if you could be clear about that in your own mind as well?

A. Okay.

Q. And I think then would these accounts have been generated in your department?

A. The statements?

Q. Yes.

A. Yes, the statements were automatically generated by the system and filed in my department.

Q. Where were they generated? Like the responsibilities of the accounts in your department? I just want to know who did them? How they were done?

A. It was processed at the end of each day when you ran what we refer to as the end of the day processing, statements due on that particular day would be automatically produced by the system and then there were a number of clerks

responsible for putting these statements into envelopes and sending them out to the customers and the ledger as this is, because the top of that, it comes in two-part stationery, the top of that would have gone out to the customer and this ledger sheet that I referred to would have been filed in physical binders in a name sequence on a year by year basis.

Q. And what information is given to a clerk to enable them to make the entry in the system?

A. There would have been, as I referred to earlier, a physical docket that was written out that is prepared that was prepared by somebody, checked by somebody, so a checking process was to ensure that there were proper instructions given, that the account numbers from the debit to the credit were accurate and correct, so that when the input clerk went to post it, there was no problem. And it would have been authorised by an authorised person within the bank. There were certain levels of people within the bank who were authorised to authorise entries right around the bank. Those entries were collected from the various departments and then processed within my department, physically posted into the computer at that time and then at the end of day, they were all bundled together and checked off the following day off audit sheets that would have come off.

Q. We know from the documents which have been seen and from what has been told to us by Mr. Foley sorry, we know in

the first instance that there was a loan obtained by Central Tourist Holdings, isn't that correct, back in 1972?

A. That's correct, yeah.

Q. And we have been informed by Mr. Foley, this was the only loan obtained with Guinness & Mahon?

A. I rely on the information you have got. You know, I personally wouldn't recall that, but if Guinness & Mahon have confirmed that, then I accept that.

Q. And we know Guinness & Mahon have confirmed it.

A. Okay.

Q. And we know that it was backed?

A. We believe that.

Q. And we know it was cleared by taking the backing deposit?

A. We see that there, yes.

Q. How could statements be generated showing a debit balance on a loan account to Central Tourist Holdings when none existed?

A. Well I would like to see the statement of 5th May '86, because I think that's when the last statement would have been produced

Q. I am asking you a question at the moment. How could a statement exist in a bank showing an indebtedness in respect of a loan which didn't exist?

A. Well as we see here, a drawing a debit would have to be made to that account at an earlier date to show that indebtedness there.

Q. Whatever it is, a loan whatever a loan was obtained

by Central Tourist Holdings and it was cleared off?

A. Yes, but that is indicating I accept and agree with you in what we have seen here

Q. Are you saying that another loan was obtained by Central Tourist Holdings?

A. That's what appears there. That there was another draw down of a loan.

Q. Another loan?

A. Another loan.

Q. There is no suggestion of that in any of the credit committee meetings or in any letter facility or in any knowledge available to Central Tourist Holdings as far as we know at the moment.

A. Right, well, okay. I am replying to what I see here in front of me, Mr. Coughlan, and my expectations is that there would have been another draw down there and it must be something well obviously it's prior to 5th May '86 and after the November '85.

CHAIRMAN: Well it would be a bit of an amazing coincidence, I suppose, if it was exactly the same sum that had been paid off a year previously plus the $\text{€}7,000$ interest.

A. It would indeed, Mr. Chairman, yes.

MR. COUGHLAN: But we know from documents, I think which were furnished, that you were requested by the auditors of Central Tourist Holdings for certificates in respect of

interest, isn't that correct?

A. I was indeed well I think there is of balance, not of interest.

Q. Perhaps we'll put the first one of those up, so...

I think this is, as of November 1996, I think this

is it's the second one, is that correct?

A. This is the second one you are talking about here, yes.

Q. And there is another one also in the same format, isn't that correct?

A. Correct.

Q. And you are there is the first one. Central Tourist

Holdings in Tralee. "Dear Sirs, we hereby certify that

the undermentioned amount with the balances in our books at

close of business on the dates mentioned. Yours faithfully

Guinness & Mahon."

PP Guinness & Mahon and PP Guinness & Mahon, is that right?

A. PP, yes.

Q. And it's signed by you?

A. That is correct.

Q. Was it standard that letters went out PP Guinness & Mahon?

A. Well I think this is a standard form for certification of balances, you know, we got lots of these

Q. I understand that, but would you not have been an

authorised signatory for that purpose? I am just

wondering was it standard that, why is it PP Guinness &

Mahon Limited?

A. This document obviously was created I don't know.

Q. I see. I see.

A. I don't know.

Q. And you are showing the balance on the account being a debit balance and being a resident loan account and representing a sum of 140 odd thousand pounds?

A. Whatever the balance was at that time, yes. 135,000 I think.

Q. Whatever the sum. What sum is on that one?

A. Again I am cross referencing back to the statements.

Q. What balance are you showing on the certificate you furnished?

A. It's very poor, but I have got a photocopy here. It's illegible as well. But I have to assume because it's the date, that it's 135,500.

Q. Yes, it is £135,510 and that certificate relates to October 1986 and in fact, that particular

A. Sorry, I think this one relates to '85.

Q. '85, I beg your pardon, of course '85, October '85, and that particular loan in that exact sum had been repaid, isn't that correct, and a zero balance was showing on the account a month or two previously?

A. Yes. There was a loan in that amount and a new loan was drawn down on the 29th October or there was a transaction on the 29th October which gave rise to a loan.

Q. There was a transaction on paper, isn't that correct?

A. That is correct.

Q. Very good. How would that transaction on paper have been

created?

A. It would have been had to have been done by a physical a voucher as I described earlier

Q. What would have been on the voucher?

A. There would have been the obviously the account details of the debit and credit and obviously the description of withdrawn and lodged, because that's what we see in looking at the statement.

Q. That also shows a zero balance, doesn't it?

A. I beg your pardon? No, no, the voucher we are talking about now, Mr. Coughlan.

Q. Sorry, the voucher.

A. So there would have been the amounts and there would have been the signatures of the people creating the voucher.

Q. And who would have done that?

A. I have no idea, you know. It could have been it most likely is somebody in the lending department, most likely.

Q. But when you issued this particular certificate and I appreciate that this would be fairly there would be a large amount of standard work like this with banks furnishing such information for the use of auditors, isn't that correct?

A. Yeah, if we can see the top of the letter there, the top left-hand side, you will recognise the initials of my staff who would have prepared that certificate and then on the top, on the bottom left-hand side, there is one signature, but if we look at the next one, there is two signatures,

where people verified that.

Q. I just want to stay with this one for the moment. This relates to the 31st October 1985, isn't that correct?

A. Correct.

Q. And where would the information in relation to the balance have been obtained?

A. That would again, as I say, the normal practice was to look up the screen.

Q. Look up the screen.

A. Yeah.

Q. And in October of 1985, from the statements we have, what balance is showing on the statements?

A. £135,510.68.

Q. When did that come into being?

A. On the 29th October '85.

Q. Two days before this?

A. Two days before, yeah.

Q. So Central Tourist Holdings, the only way that could have come into being is if Central Tourist Holdings got a loan from Guinness & Mahon of £135,510.68 on the 29th October or thereabouts, isn't that right?

A. That would be normal practice.

Q. Sorry, is that correct?

A. That is correct.

Q. Coincidentally exactly the same amount of the debt that had been cleared, isn't that correct?

A. That is correct.

Q. But by the 4th November, which is some few days after the certificate is furnished, isn't that correct?

A. That is correct.

Q. There is a zero balance showing on the statement, isn't that correct?

A. That is correct.

Q. So a loan is cleared by the use of a backing deposit in September of 1985, is that correct?

A. That is correct, yes.

Q. And another account number, another account number is then created, is that right, or am I correct in that?

A. I was just looking going back sorry, I am looking at the wrong thing. Another account number, that is correct, yes.

Q. So a new account had to be opened, is that correct?

A. That is correct, yes.

Q. And how would that be done?

A. Again that would have been there would have been a form filled in to open the new account. There should have been two new account-opening forms there, I would presume.

There should have been one for the current account and one for the loan account.

Q. And the certificate which you issued or went out under your signature, let me just look and I will come back to the statement again. I just want to get this very slowly.

It's dated the 31st October 1985, is that correct?

A. The balance date is.

Q. The balance date. Is there a date on the actual

A. I can't read it. It's sometime in November '85. It's on the top left-hand corner. So it probably accompanied my letter of the 28th November, so it's likely to be the 28th.

Q. And how would the request be received for this information?

A. In this case, there is a letter if you wish to put the letter

Q. Yes, we will put the letter up requesting the information.

A. So here we have a letter from Haughey Boland

Q. Dated 26th November.

A. Of the 26th November, and they are looking for certificates for two accounts.

Q. They are writing to you?

A. They are writing to me, yes.

Q. Is that standard?

A. Yes, and I believe it would be at that point. I would be replying to auditors. I was at this stage ten years in the bank and they would have known me as the account manager there.

Q. Very good. And it's re: Central Tourist Holdings sorry we move on "I received from Mr. Traynor two statements relating to the above company's accounts. I would be obliged if you would let me have a certificate for audit confirmation."

A. That's correct.

Q. What they were asking about is information about Central Tourist Holdings, isn't that correct?

A. That is correct.

Q. Can we put up the certificate then which you furnished for the account dated the close of the account on the 31st October 1985, isn't that correct?

A. That is correct.

Q. And if we could put the account statement up which shows that balance as of that date.

A. I think it's it's the other statement.

Q. That's page number 1, isn't it?

A. That is correct.

Q. So the account

A. Sorry, I think that's the current account. It's the other one.

Q. Is that the current account, is it?

A. Yes, it is.

Q. Sorry, it is. Just in relation to the resident current account there, if we look at it, it obviously opens this is a new account as well, is it?

A. It is indeed, yes.

Q. A brand new account?

A. A brand new account.

Q. And it opens with a zero balance, isn't that correct?

A. We moved off it now.

Q. Go back to the current account please for the moment. The current account opens when?

A. Well it's opened with a zero balance and obviously it doesn't give, because it's statement number 1 and page number 1, it would indicate to me that it's a brand new account and also

Q. But when it was opened?

A. Also because it's coming after number 7 the numbers jumped in that system because there was a Modulus 11 checking on the account numbers. That's why when you go 7 to 15, you don't assume there is eight counts in between that. So I would have to say that because of that way, it was around 29th October or around that date that that account was opened.

Q. Very good. And then there is lodged to that account œ135,510.68, isn't that correct?

A. That is correct.

Q. And that is debited, perhaps on the same day, this current account, it's debited, isn't that correct?

A. The current account was debited on the 4th November.

Q. You think it's debited on the 4th November?

A. That's the date I can see there.

Q. It's debited on the 4th November. If we then look at the deposit account?

A. You mean the loan account?

Q. The loan account I mean. I beg your pardon, yes, the loan account. That's opened on the same day, isn't that correct, or thereabouts?

A. Yes, it has the same characteristics about it.

Q. A loan is created, isn't that right?

A. That is correct.

Q. On that date.

A. Correct.

Q. On that same day, we see going in to the current account exactly that sum of money, isn't it?

A. That is correct.

Q. On the same day.

A. That is correct.

Q. We then see that's lodged to a current account. A loan is created on the 29th October, isn't that correct, in the first instance? There are two accounts opened, a loan account and a current account.

A. Correct.

Q. A loan is created on the loan account of €135,510.68, isn't that right, on the 29th October?

A. Yes.

Q. Now, that is then, on these documents, appears to be exactly the same money that on that day went into the current account, isn't that right?

A. That appears to be correct, yes.

Q. It seems to be the same money?

A. Correct, it does indeed, yes.

Q. Then on the 4th November, the whole process was reversed, isn't that correct?

A. That is correct.

Q. So there was no loan created in real terms, isn't that

correct?

A. There was a bookkeeping transaction created.

Q. There was a bookkeeping transaction and the same money went around in a circle, isn't that right?

A. That is correct.

Q. But it had the effect that on the 31st October of 1985, anyone looking at the screen in Guinness & Mahon would have been able to certify that there was an indebtedness on the part of Central Tourist Holdings of €135,510.68, isn't that correct?

A. That is correct.

Q. Could we just go back to the loan account for the moment please. Exactly the same amount and there was no interest charged to the loan account, isn't that correct?

A. That is correct.

Q. Somebody in the bank at an appropriate level would have had to authorise that, isn't that correct, that there was no interest being charged to what was being created as a loan account in the bank?

A. Yes, that account in the loan account in its set up would have to have given instructions that that was a zero interest rate account. Otherwise, automatically the system would just have calculated

Q. Would have generated interest even for the number of days of whatever, it would have generated something, isn't that right?

A. Absolutely correct, yes.

Q. And of course this is exactly the same amount of money that had been cleared off in September of that year, isn't that correct?

A. On the 4th September yes, on the 4th September.

Q. Now, it's Guinness & Mahon who have brought this to our attention, this particular transaction but at that time, doesn't it appear that the bank itself was lending itself to a situation of creating an impression that a loan had been created?

A. It would appear that that was correct.

Q. And in fairness to members of staff at Guinness & Mahon who would be carrying out the various exercises, can we take it that for any member of staff to carry out this particular exercise, they would have to be instructed to do so by somebody at a senior level?

A. Absolutely correct, because again, and I am going vaguely from the process, but you know, unless there was a limit set up on that account and that required very specific instructions, then that will have come up on the limit exposures report on that day of that loan being created as an out of order account.

Q. Was that something that the software would pick up?

A. Absolutely correct.

Q. Each account had a limit on it or each loan had a sanctioned limit on it?

A. Correct, yes.

Q. And that particular account is indicating no limit?

A. Well you wouldn't see it on the face of the account. But it would be within the database of the software, otherwise it would create a limit exceptions.

Q. And another feature of it is that notwithstanding the period of time it was there, an instruction would have to be given to the computer to override the computer's automatic facility to calculate interest or it would have to be entered as a zero rate interest, would that be right?

A. Yes. You know again, looking at that, I think there would be two elements there. If there was either at the setting up of the account a zero interest rate was applied to the account, or if there was a rate of interest applied to it, there, the system would automatically accrue interest and therefore then there would have to be an accrued adjustment and again that would have required a docket to bring that accrual to zero.

Q. To allow the person to enter the computer to carry out that particular exercise?

A. Absolutely correct.

Q. If there had been a zero rate of interest attributable to it, would the statements not still indicate interest and just say zero or is that so?

A. Not necessarily, no. I don't think that was so.

Q. I see. But there can be little doubt but that a fiction was being created here, this was a fiction?

A. It would appear on the evidence of that that there was a bookkeeping exercise transacted there.

Q. A fictional bookkeeping exercise. It didn't relate to a real loan at all on what you see there?

A. On what I see there, yes.

Q. Now. When we go to the next ledger we have and I see the point you were making, if we could just put that up, which shows again we then see in respect of that loan account as of the 4th November 1985, there is a zero balance on that particular one, isn't that correct, the fictional one?

A. Sorry, I have lost my train of thought there, sorry.

Q. Isn't it correct to say that on that particular loan account, the fictional loan account, there is a zero balance showing as of the 4th November of 1985?

A. That is correct.

Q. Now, if we go to the next statement which is available to the Tribunal at the moment, we see here and you make the point that this is statement number 3, isn't that correct?

A. Yes, that what it appears to be there.

Q. But there is page number 1, is that correct?

A. Yes, but that's within that run of the statements. So if you had if you had a large number of transactions that went over that page, you'd have statement number 3 but page 1 and page 2, but it would always be statement number 3.

Q. And this is showing a resident loan account to Central Tourist Holdings as of October 1986, is that correct?

A. That is correct.

Q. And it's for account number 02437023, is that the same account number as the fictional account we were looking at

previously?

A. It is.

Q. Now that shows a balance, a debit balance as of the 31st October of £149,665 and so many pence, isn't that correct?

A. It does indeed, yes.

Q. And again I think you were requested and we needn't put it up, but you were requested by the same firm, isn't that correct, for the balance on the account in respect of this company as of the 31st October of 1986, isn't that correct?

A. I don't have a copy of that letter, but if you have that letter

Q. Did you furnish a certificate in that respect?

A. Yes, I have a copy of that.

Q. If we just put up the certificate, and that shows the balance as a debit balance?

A. It does indeed, yes.

Q. I may be erroneous about the actual letter, but you can take it that you were requested and you furnished that.

Now, we shall have to search for the previous pages of the statement, but

A. I think you have to search for the previous one and the subsequent one.

Q. But there can be little doubt that nobody in Central Tourist Holdings and nobody in Guinness & Mahon knew anything about this particular loan being a loan to Central Tourist Holdings?

A. Okay. You know, without obviously the evidence we will

have to track the entries and I'll be happy to help you to do that.

Q. And if the statements, that is the previous pages we are talking about, where should they be? Should they be in the same place as this particular statement?

A. Yes, they should, yes.

Q. And if they are not, do you know why they shouldn't be there?

A. Not at all. You know, I think yes, I would expect them, because the year is the same on both, so I would expect that the previous statement was produced on the 5th May '86.

Q. Well that's something we will take up and see if it forms the same pattern as the fictional one that was created the previous year.

A. Okay.

Q. Now, I think you were asked by the Tribunal and also, in fairness to you, we have to see the other side of the transaction, what information was being sought by the auditors as well. In fairness to you.

A. Yes, okay.

Q. Now, I think that you were asked by the Tribunal of all of your knowledge, direct or indirect, with regard to the loan from Guinness & Mahon to Central Tourist Holdings including the securing of the loan over a backing deposit in Guinness & Mahon and including the identity of the person who was the beneficiary of the backing deposit. That is the

initial loan that was backed, isn't that right?

A. That is correct.

Q. I think you have informed the Tribunal that in your capacity as accounts manager in Guinness & Mahon Ireland Limited, you would have treated this account as a normal loan account within the accounts of the bank, is that correct?

A. That's correct.

Q. A separate division within the bank managed the taking of security. This division was part of the banking department and was outside your control, is that correct?

A. That's correct.

Q. You have informed the Tribunal that you have no knowledge of the security supporting a loan and until you receive the documentation from the Tribunal, you were not aware of the security for the loan, is that correct?

A. That is correct.

Q. You have informed the Tribunal that you have no knowledge that a backing deposit additionally supported this loan.

A. Correct.

Q. Now, I think you were then asked by the Tribunal of details of all your dealings with the late Mr. Desmond Traynor, the auditors of Central Tourist Holdings, Mr. Denis Foley, and other directors of the company and any other person regarding the manner in which the loan of secured, is that correct?

A. That's correct.

Q. I think you informed the Tribunal that you have no recollection of having any dealings with Mr. Traynor, Mr. Foley, the other directors of this company, the auditors of Central Tourist Holdings or any other person regarding the manner in which the loan to this company was secured, is that correct?

A. That's correct.

Q. I think you were then asked for details of all your knowledge, direct or indirect, of your dealings with the repayment of the loan in September 1985 from funds transferred from the account of Guinness Mahon Cayman Trust/College and account Amiens Securities Limited. And I think you have informed the Tribunal that you do not recall having any dealings, direct or indirect, with the repayment of the loan in September 1985. "If, as it appears, the transfer was made from Guinness Mahon Cayman Trust/College, it is possible that I passed an entry in the confidential ledger accounts. I have no recollection of this and I have no recollection that I passed the entry, IR£1,931.16 to the accounts of Amiens Investments Limited."

In 1985, Mr. Collery, can I take it that you were the person who would have had the responsibility in relation to making the entries on the bureau system?

A. That is correct.

Q. And if a transaction I know you may not recollect the specific transaction, but if a transaction took place

whereby a payment was being taken from the main Cayman, Guinness Mahon Cayman Trust/College account, and going in to support or pay off a loan in Guinness & Mahon, that that would have been reflected in the bureau system also?

A. It would indeed.

Q. And that entry would have been either physically passed by you or by somebody else on your instructions?

A. The latter, they would have been passed on my instructions.

Q. On your instructions, yes. And it may not be so, but this is the only example we have come across of the backing deposit being taken to pay off a loan?

A. That's as I understand it, yes.

Q. And did you yourself ever come across it previously?

A. No, I hadn't, and you know, to see this happen does surprise me, I have to say, because of what I have said earlier.

Q. Does it do anything to assist your memory in the particular entry you might have directed to be passed across the bureau system in respect of it?

A. None whatsoever. You know, I would have you know, I understand what's happened here and I would believe that the normal advice would have been received to me to say a debit of X amount has been debited here, please pass the entry to whatever the coded account would have been.

Q. And would this have come to you from, from whom in 1985?

A. Mr. Traynor.

Q. And he was still within the bank?

A. He was.

Q. Now I think the next matter you were asked about by the Tribunal was details of all your dealings and knowledge of the records of Guinness & Mahon regarding the Central Tourist Holdings loan subsequent to the date on which the loan was repaid and, in particular, the opening of bank accounts, the posting of reverse entries to those accounts, the creation of bank statements and the provision of certificates in November 1985 and November 1986 which appear to have been signed by you. And I think they were signed by you, you can confirm that?

A. They were indeed.

Q. And all of which appear to have given the impression that the loan was continued to be outstanding. I think you would agree with that, isn't that right?

A. I do indeed.

Q. And I think you have informed the Tribunal that you do not recall that you do not recall that you opened account number the accounts numbered 02437015, and 02437023 or that you posted the transactions to those accounts. I think those are the accounts showing the current account and the loan account, the new loan account, is that correct?

A. That is correct.

Q. You informed the Tribunal that the certificates appear to be the standard certificates prepared by the staff in your department and signed by you in the normal course of your

duties, is that correct?

A. That is correct.

Q. I think you were then asked by the Tribunal of details of the circumstances in which you appear to have signed the certificates in November 1985 and 1986 and forwarded the certificates to Haughey Boland & Company and you were asked to include all instructions which you received with regard to the issuing of these certificates and information on which you relied. And I think you have informed the Tribunal that the production of certificates which certify the balance of an account was a normal process due to a standing instruction request from a customer or reply to an audit letter from a firm of accountants, is that correct?

A. That is indeed correct.

Q. That staff in your department prepared such certificates from a number of sources, is that correct?

A. That is correct.

Q. If the date was sometime in the past, the information would be obtained from the ledger sheets of the accounts or from the end of the month balance listings, is that correct?

A. That is correct.

Q. If the date was current, the information would be obtained from the on-line account inquiry screen, is that correct?

A. That would be correct.

Q. You have informed the Tribunal that you have no recollection as to how these certificates were requested.

A. Yeah. Can I just correct that? I think what was faxed

through to me that evening missed that letter, so that's

why I made that last statement.

Q. That's fine. Now, just to deal with that for a moment.

If the information was historical, the clerk in your department preparing the information would have to go to the ledgers, is that correct?

A. Yes, they would.

Q. Is that correct

A. As I said, to the end of the month at the end of each month we produce a listing of every balance on the records of the bank.

Q. Yes, but what I am trying to ascertain here is this, in September of 1985, the Central Tourist Holdings loan was cleared off by use of back-to-back deposit, isn't that correct?

A. That is correct.

Q. And a zero balance appeared on that account?

A. That is correct.

Q. Did that account then disappear off the computer system?

A. No, I would say for a period of time, as I said earlier, in our review of this particular transaction, that I can't recall how long accounts would have stayed on the system, but I know they would have stayed open for a while and what the period was, I don't know, but it certainly would be on this date you just wouldn't bring an account to zero one day and take it off the system the next day. It would appear there on the list of accounts on the screen for a

period of time.

Q. But in the ledger, that particular statement showing a zero balance would have been there in hard copy form, isn't that correct?

A. On that particular date, that is correct.

Q. In September of 1985?

A. Sorry, I just want to check to the accuracy

Q. If we just show the zero balance. This is on the original account number?

A. We are looking at the 28th November and the statement was produced on the 4th November, so the statement would have been

Q. No, I am not talking about that particular one. I am talking about the clearing of the account in September of 1985 by the taking of the

A. Yes, that statement would also be in the ledger because the statement was produced on the 10th September.

Q. Right. That was in the ledger.

A. That would have been in the ledger, yes.

Q. And that is in respect of that particular account number, isn't that correct?

A. That is correct.

Q. And that was the account number which had been the account number of the Central Tourist Holdings resident loan account since 1972, or thereabouts, isn't that correct?

A. That is correct.

Q. And that would have showed a zero balance?

A. That particular account would have, yes.

Q. And anyone who might have had to ask questions about how the account was brought to a zero balance might have discovered the fact that it was cleared by a backing deposit, isn't that correct?

A. Yes. You know, I think the entries are very clear there, so it showed exactly how they were done. It was a straight transfer from the FX dealing account in there, so obviously there was an FX deal done.

Q. So by a process of inquiry, one would have eventually got back to College, or Guinness Mahon Cayman Trust/College, isn't that correct?

A. Indeed it would, yes.

Q. Now that went in in hard copy form and formed part of the ledger, isn't that correct?

A. Of the records of the bank, yes.

Q. What happened in the computer?

A. Those details would have physically stayed within the computer records until such time and date that that date was archived and the record closed off.

Q. When would that have been?

A. Well as I say, that's what I can't recall, how frequently that was done, you know... It's a long but I know the process

Q. Well can I come at it this way, if it remained and it's just as a result of your reply to query number 5. Now, if information being sought was historical, it wouldn't be on

the computer, you would have to go to the ledger, isn't that correct?

A. Depending on the period you would have to go back to.

That's why I was explaining there were a number of areas there where you could get information on the balance of an account.

Q. If the information was current or recent, it would appear on the computer screen by a clerk making the appropriate entry?

A. It would indeed, yes.

Q. In November of 1985 when a certificate is sought by the accountants in the normal course of business, the information well first of all, how would a clerk seek the information? Would they type in the name of the company to get access to the information on the computer?

A. Yes, there was a search on the if you put in C-E-N, it would bring up all the accounts with C-E-N on it and then obviously they would see Central Tourist Holdings and then they would do a search by the client number, I think, which would be 02437 which I think was the that was the designate client reference, so if you look at all the statements, they have those common first five digits to the account and then you would go in and do a search on that client. You moved from screen to screen and then it brought up all the accounts that were open at that particular time for that client and then they would have to go into each individual account, they would have brought

the cursor, I think you brought the cursor I am so used to a Windows environment now that I can't recall that whether you had to just physically take down the numbers and then go into each account individually or whether you could flip from one to the other, but certainly you could access so you could access the information of each account for that period.

Q. Now the letter you received relates to a number of companies, but one of them is undoubtedly Central Tourist Holdings, isn't that correct?

A. That is indeed correct.

Q. And it says "I received from Mr. Traynor two statements relating to the above company's account as of the 4th November 1985." Is that correct?

A. That is correct.

Q. "I should be obliged if you would kindly let me have for an audit confirmation for the balance of each of the companies as of the 31st November 1985 which is both company's audit dates." It's the company's audit date for Central Tourist Holdings anyway.

A. Yes.

Q. Now, what the accountants have been furnished with was a bank statement showing the fictional creation of a loan, isn't that correct?

A. Yes, it shows these two accounts with those bookkeeping entries passed across it.

Q. And then you are being asked in the formal way of business

to confirm for audit purposes what the balance was as of the 31st October?

A. That is correct.

Q. What I want to ask you is this when the clerk who was to carry out this particular work, you say on your behalf, would access the computer, they'd type in Central Tourist Holdings, isn't that correct?

A. Yes, that's the process, yeah.

Q. Obviously the account or is that so the account showing the balance as a zero balance on the 4th November 1985, that is the fictional loan account, and showing the balance as of the 31st October 1985 standing at £135,000-odd would be available to that member of staff on the screen?

A. That is correct.

Q. Where would the other loan account which had been cleared off in September of 1985 be in terms of the computer?

A. If I may take what I think you are trying to make clear. I think all three accounts, because we are now the inquiry came in on the 26th November, so now all accounts at that point in time are all zeros. So the clerk would have gone in and when they would call up Central Tourist Holdings, and because I don't have the information, I am making the assumption that I had no other accounts in Guinness & Mahon's books, the clerk in this case would have seen three accounts with zero balances.

Q. Very good. And those would be the current account, isn't

that right?

A. Yes.

Q. And the two loan accounts?

A. That is correct.

Q. One of them being the real loan account relating to a loan which had been cleared off in September of 1985, isn't that right?

A. That is correct.

Q. And the other loan account being the one which was just the circular movement of money within the bank itself and had nothing to do with the creation of a real loan account, is that right?

A. Correct.

Q. Now, what you were being asked for that is that you were being asked to kindly let the accountants have for an audit confirmation the balances for each of the companies as of the 31st October 1985. Now, I am only concerned with Central Tourist Holdings.

A. Okay.

Q. You were able to certify that on one loan account on the screen as of that date, there appeared to be a debit balance of £135,000, isn't that right?

A. That is correct.

Q. And there were two other accounts relating to the company which would have showed a zero balance as of that particular date, isn't that correct?

A. No. I wouldn't agree with that. I think what should

have shown there would have had one account, i.e. the original loan with a zero balance and the current account should have had the credit balance of œ135,000 on it.

Q. Very good. And would they have been furnished to the accountants in the normal course of business or should they have been?

A. They should have been, because if you go back to the

Q. Yes, they are looking for the balances on all the accounts. That's the information they need?

A. That's right.

Q. How so can they only have received the balance in respect of one account which now appears to be a totally fictional account?

A. You know, I don't know whether they did receive that or not. Obviously we are going from the records here and I cannot account for why that is the case.

Q. But there is little doubt that they should have been furnished with the balance on the real loan account which was zero as of that date, shouldn't they?

A. No, I don't think it was normal practice to confirm zero you know, zero balance accounts.

Q. Well should they have been furnished with the current account which showed a credit of œ135,000?

A. As I pointed out to you, Sir, yes, that would be my expectations, yes.

Q. And that does not appear to have happened.

A. No, that's from the records we have there, that does not

appear to have happened, that is correct.

Q. Now, could it be that the real loan account which had been paid off would have gone out of the computer system by the date of that request?

A. No, highly unlikely.

Q. In any event, the accountant is informing you that they have been handed statements for the particular company as of the 4th November of 1985, isn't that correct?

A. That is correct, yeah.

Q. And the one man who would have issued instructions to allow the real loan to have been paid off was Mr. Traynor, isn't that correct?

A. Yes, that is correct.

Q. By the taking of the backing deposit?

A. That is correct.

Q. Now, I think there is another matter which is you were asked for details of your knowledge, direct or indirect, of and dealings in connection with the lodgment of a cheque of œ42,000 dated the 20th October 1987 and signed by Mr. Denis Foley, Mr. John Byrne to account Amiens Securities Limited No. 2 account 10407006. I should just explain and the circumstances of this that

CHAIRMAN: I think, Mr. Coughlan, if you are moving on to another topic now, and obviously were it the case that some fifteen minutes might conclude Mr. Collery's evidence, but there may be some questions from persons representing others, so I think it's probably preferable that we adjourn

to conclude his evidence at half past ten in the morning.

MR. COUGHLAN: Just in case an erroneous impression would be created, I should just explain why I am putting this particular cheque up, in fairness to Mr. Foley. You understand or you have been informed by the Tribunal that this represented monies which Mr. Foley and he understood the other directors were sending to Guinness & Mahon to pay off your indebtedness in respect of a loan. I just want to leave it in general terms like that in case there is any suggestion otherwise.

CHAIRMAN: Very good. Thank you.

THE TRIBUNAL THEN ADJOURNED UNTIL THE FOLLOWING DAY,
THURSDAY, 3RD FEBRUARY 2000, AT 10:30AM.