

THE TRIBUNAL RESUMED AS FOLLOWS ON THURSDAY,

20TH SEPTEMBER, 2007, AT 10: 00 A.M.:

AN TAOISEACH, BERTIE AHERN, PREVIOUSLY SWORN,

WAS QUESTIONED AS FOLLOWS BY:

MR. O'NEILL: Good morning.

MR. CHAIRMAN: Good morning.

MR. O'NEILL: Good morning Members of the Tribunal. Good morning, Mr. Ahern.

Q. 1 Mr. Ahern, sorry, if we could have document 23277 on the screen, please? The document on screen at the moment now, Mr. Ahern, is a document prepared by the Tribunal. And it's expressed to be a chronological sequence of foreign exchange transactions between October 1994 and December '95, isn't that so? And as we look to them, moving from the left to right, they're numbered one to five. And of those moving down we see the date orders in which they took place. The date sequence commencing on the 11th of October 1994, and moving through the five transactions to end on the 1st of December 1995, isn't that so?

A. That's so.

Q. 2 And then beneath that we see the, in respect of the first two items the known Irish pound amounts of the lodgements which took place on that, on those dates, isn't that so? That's the 24,838.49 in the first column. And when we get to number three we see sterling 30,000 and we can't be absolutely certain I think from your evidence as to precisely what that sterling amount was, is that so?

A. That's so.

Q. 3 Yeah. And then if we move on to the next two again we see the exact figures which represent the transactions on the 15th of June and the 1st of December, isn't that so?

10:06:41 1 A. That's so.

2 Q. 4 And its distinction between those transactions is that No.s 1 and 2 are

3 lodgements. No.s 4 and 5 are lodgements and No. 3 reflects the purchase by you

4 of sterling, isn't that so? And then if we move to the line below that we'll

10:06:59 5 see circa 8,000 pounds sterling in relation to the 11th of October 1994. That

6 being a neutral I think, term for the uncertainty that may exist as to the

7 exact sterling content, isn't that so?

8 A. That's correct.

9 Q. 5 And if we move then to the 5th of December. Again, it's circa 30,000 sterling.

10:07:22 10 Again, to reflect the uncertainty as to what the sterling amount is but it's

11 somewhere between 28,000 at a minimum and 30 as a max, isn't that so?

12 A. That's so.

13 Q. 6 The purchase then of the reference to purchase here I think is intended to

14 reflect that whatever was purchased was used, isn't that right?

10:07:43 15 A. That's correct.

16 Q. 7 The entire. And then as we move across to No.s 4. We see sterling 10,000 and

17 Irish 10,000 because we know that that is the make up of that particular

18 lodgement, isn't that right? And then as we move to No. 5 we see sterling

19 20,000. And we know that to be the sterling make up of that particular

10:08:05 20 lodgement, isn't that's correct?

21 A. Correct. Yeah.

22 Q. 8 So when we look at this document here. It in effect, encompasses all of the

23 foreign exchange transactions which are the subject of this particular phase of

24 the inquiry, isn't that right? And as is apparent from the chronological

10:08:26 25 sequence here. Firstly, we're talking about a period of 13 and a half months,

26 isn't that so?

27 A. Yes.

28 Q. 9 And in that 13 and a half months we now know that all of these sterling

29 transactions took place, isn't that right?

10:08:41 30 A. Correct.

10:08:41 1 Q. 10 And we know that all of the sterling transactions were cash transactions. By
2 that I mean physical handing handling of sterling notes, isn't that so?

3 A. Correct.

4 Q. 11 And the total sum allowing for the estimates here and the variations that I
10:08:59 5 addressed a little earlier in relation to one and two being circa 8,000 and
6 circa 30. Is that 68,000 pounds sterling in cash was handled by you during
7 that 13 and a half month period, isn't that so?

8 A. Correct.

9 Q. 12 And I think you'd agree with me that as a collective, that is a memorable event
10:09:23 10 for you to know that within that time scale, you conducted such a volume of
11 cash transactions firstly, isn't this that right?

12 A. That's correct. Yes.

13 Q. 13 And sterling transactions secondly. But equally, I think you'd agree with me
14 that each one of these transactions is in itself a memorable transaction, if we
10:09:45 15 review the circumstances which we know to exist in relation to each of those
16 transactions. Starting at the left, we see the 8,000 pounds sterling on the
17 11th of October 1994. And I think you've indicated that this is the first
18 occasion upon which anybody had given you a large sum of sterling cash in
19 Manchester and indeed the only occasion upon which it happened, isn't that
10:10:13 20 correct?

21 A. Correct.

22 Q. 14 It is of itself a memorable event, isn't that so, for you?

23 A. Yes.

24 Q. 15 And equally, on the 5th of December 1994, I think that is the only occasion
10:10:23 25 upon which somebody, and in particular, a friends or otherwise, turned up at
26 your constituency office and produced in cash a sum of circa 30,000. That sum
27 being either wholly or substantially sterling amount, isn't that right?

28 A. Yes but I think the difference in that, he wasn't giving me money for myself.
29 He was giving money to be put into an account, an account for him and for a
10:10:54 30 house that he was purchasing in his name.

- 10:10:57 1 Q. 16 Sure. My question really is directed towards establishing whether you agree
2 that this was a memorable event, irrespective of whether he wished you to use
3 the money on his behalf, as you state now. The mere fact of somebody turning
4 up in your office, unexpectedly from the point of view of producing money,
10:11:18 5 because you didn't, there was no arrangement he'd turn up with 30,000 or close
6 to 30,000 in sterling, isn't that right?
7 A. Yes but it was an understanding, as I said previously, that if he was buying a
8 house, to rent a house, that he was going to contribute his money and I was
9 going to contribute to it as well. So.
- 10:11:38 10 Q. 17 Yes.
11 A. In terms of it being memorable, I remember it to the best of my ability but.
- 12 Q. 18 Yes.
13 A. It is not something. I just don't want to give the presentation that the first
14 sum was somebody of giving me money. The second one was Mr. Wall giving money
10:11:53 15 to be put into an account for him and so that matters for his house in his
16 name, legally purchased by him may be dealt with.
- 17 Q. 19 I accept entirely ...
18 A. It's an entirely different presentation. That's the point I'm making.
- 19 Q. 20 Right. The purpose for which the money was presented on these occasions was a
10:12:10 20 separate purpose in one event it was to be your money. In the other event it
21 wasn't to be your money. But allowing for that distinction between the two of
22 them, would you not agree with me that the mere fact of somebody coming into
23 your office and producing on your table 30,000 pounds sterling is a memorable
24 event?
- 10:12:31 25 A. That's how I remember it.
- 26 Q. 21 Yes. I know that you remember it for the reasons you've outlined. But are you
27 agreeing with me that it is a memorable event?
28 A. Oh yes.
- 29 Q. 22 And in relation to No. 3 here, the sterling 30,000 pounds purchase. Can we
10:12:47 30 take it that this is the first and only occasion upon which you purchased

10:12:52 1 30,000 pounds sterling?

2 A. Yes, that I would have changed that. That was from 50,000 pounds. It was in

3 50,000 pounds Irish that was in my account, I took it out and where I intended

4 giving it back or using it with Michael Wall and then didn't.

10:13:10 5 Q. 23 Yes.

6 A. So that is, it's not a sum that I would have done in my life on any other

7 occasion. I would have maybe changed sterling but not certainly of that

8 volume.

9 Q. 24 Yes. I appreciate the circumstances in which it took place. My questioning is

10:13:24 10 directed towards establishing whether or not this was a unique occasion. And I

11 think you've agreed with me that it was?

12 A. Yes.

13 Q. 25 It is the only occasion upon which you purchased 30,000 pounds. And I think

14 you'd accept that that was in itself, when one looks as it, an unusual

10:13:41 15 situation where you were buying notes, 30,000 pounds sterling in notes for a

16 particular purpose?

17 A. Yes. As I said to you previously, I don't recall that to the same extent and

18 I'm trying to track that down. But it is a big amount. It was me taking money

19 out for a particular purpose of Irish pounds that I had.

10:14:01 20 Q. 26 And in relation to the fourth item No. 4 here, we know that to be the first

21 occasion upon which you gave money to Ms. Larkin in anticipation of her meeting

22 an actual expense that had been incurred at that time in June, isn't that

23 right? I say that now subject of course to your evidence that some six months

24 earlier or a little over six months earlier you've given her 50,000 pounds for

10:14:32 25 the intention that it would be used for unspecified payments at a later stage?

26 A. That's correct.

27 Q. 27 But this payment was the first payment made to meet an actual expense, isn't

28 that right?

29 A. To me the first one, that was a draft, the work was ongoing in the house during

10:14:46 30 the summer of 1995, as we both know, and I also gave her some cash, which I was

10:14:53 1 able to give her from the Irish sums.

2 Q. 28 But this is the first recorded --

3 A. That's correct.

4 Q. 29 -- payment by you to her of an amount which was to be subsequently to this

10:15:08 5 date, the 15th of June, expended by her on Beresford?

6 A. That's correct.

7 Q. 30 Isn't that so? And as we see from its components, it had the unusual make up

8 of being 10,000 pounds in sterling cash, isn't that right?

9 A. That's correct.

10:15:23 10 Q. 31 And --

11 A. It was 10,000 sterling, 2,000 Irish.

12 Q. 32 Yes. Though the expenditure was to be incurred in Ireland in respect of

13 household or other expenditure which had been incurred or was about to be

14 incurred by Ms. Larkin at that time, isn't that right?

10:15:40 15 A. All of the work on the house was all spent in Ireland.

16 Q. 33 I appreciate that. But the money given to meet that expenditure was provided

17 by you to her in sterling and in cash?

18 A. That's right.

19 Q. 34 Yeah. And the final item at No. 5 here then is the 19,142.92, which is

10:16:04 20 sterling cash, which was memorable, I suggest to you, by reason of the fact of

21 its size, No. 1, and the fact that it represented the end of your expenditure

22 on Beresford. You now had completed all of the Beresford payments and this was

23 money coming back to you, isn't that right?

24 A. It was. It was the lodgement at the end of the work in Beresford and when

10:16:34 25 Michael Wall was back in the country on the 1st of December.

26 Q. 35 Yes. And if we look back now at all five of them, they are all, they all share

27 the same characteristic, that they are all foreign exchange transactions. I

28 suggest to you that they are all memorable transactions in their own right.

29 And they are transactions which were conducted within a limited period of time,

10:16:56 30 isn't that so?

- 10:16:56 1 A. Yes.
- 2 Q. 36 And the focus of the Tribunal's inquiries of your financial lodgements to your
3 accounts extends beyond merely the foreign exchange elements, and I just want
4 to make reference to the dates of, the dates during which those inquiries are
10:17:20 5 being made. They are being made from a date in December 1993, which commenced
6 with the first goodwill loan made to you, isn't that right?
- 7 A. I thought, I thought I gave discovery from 1988 up to the end of 2000, a seven
8 year period.
- 9 Q. 37 You did. The focus of the lodgements, the specific lodgements that are being
10:17:44 10 inquired into. They have been called the first goodwill loan lodgement, the
11 first savings lodgement, the second savings lodgement, the second goodwill loan
12 and Manchester payment, that sequence of payments covers a period from December
13 1993 to this last payment in December '95, isn't that's correct?
- 14 A. Yes.
- 10:18:07 15 Q. 38 So it's somewhat broader than the foreign exchange inquiry which is limited to
16 this 13 months?
- 17 A. Yes.
- 18 Q. 39 And I just want to make that point. Isn't that's right?
- 19 A. Just to be clear.
- 10:18:19 20 Q. 40 Sure.
- 21 A. But I've answered questions to the Tribunal on a period of seven years.
- 22 Q. 41 Of course.
- 23 A. The latter period of two years.
- 24 Q. 42 Yes. The Tribunal's inquiry of you started without the Tribunal knowing about
10:18:34 25 any single one of these transactions, isn't that right?
- 26 A. That's correct.
- 27 Q. 43 These transactions have been identified as a result of a process which involved
28 considering your banking documentation and isolating from that banking
29 documentation particular lodgements that required further inquiry by the
10:18:55 30 Tribunal. And that is the ongoing process that we're now engaged in, isn't

10:18:59 1 that right?

2 A. That's correct.

3 Q. 44 Yes.

4 A. And just to be clear.

10:19:04 5 Q. 45 Yes.

6 A. What I did on discovery for the Tribunal, which was an enormously comprehensive

7 issue, to the best detail I could possibly do, was for a seven year period. I

8 did everything that I knew about, had and could possibly find and gave it to

9 the Tribunal. The Tribunal in my efforts, as I said last week, were to go back

10:19:28 10 over that seven year period. And to the greatest extent I possibly could to

11 discover everything from the bank statements, bank accounts, to bank notes, to

12 the loose slips you get in the bank, everything, as comprehensively as I could.

13 And the bank subsequently asked me 92 questions, 86 on lodgements and six on

14 withdrawals and then down to unlimited amounts about eight or nine figures.

10:19:53 15 Q. 46 Yes. It has effectively culminated for the purpose of this phase of the

16 inquiry in these five transactions, isn't that right?

17 A. For this phase.

18 Q. 47 For this phase of the inquiry. Now, you make reference to the discovery

19 process. In the course of the evidence on Thursday last I went through the

10:20:14 20 entire sequence of documentation which represented the information gathering

21 process conducted by the Tribunal and your involvement in that. And I don't

22 intend, obviously, to refer to every single letter in that in my detailed

23 inquiry into these particular lodgements. But perhaps we can reach some

24 agreement or consensus in relation to what we see on screen at the moment.

10:20:43 25 Items No. 1 and No. 5 were the matters which were first disclosed by you to the

26 Tribunal, isn't that right?

27 A. I don't recall.

28 Q. 48 All right. Well I'll establish that with you I hope very briefly. In relation

29 to items 2, 3 and 4. They were matters which only emerged as the Tribunal's

10:21:10 30 inquiries progress based upon the information which you had supplied in

- 10:21:15 1 relation to items 1 and 5?
- 2 A. Yes.
- 3 Q. 49 Thank you. The, as we discussed the other day and as you confirmed this
- 4 morning. The information gathering process started with the request for
- 10:21:31 5 information by way of narrative statement and in correspondence. But it was
- 6 accompanied by a process of discovery, isn't that right? And we know that the
- 7 process of discovery commenced with an order for discovery which was made on
- 8 the 22nd of November of 2004. Sorry. It was considered on the 22nd and made
- 9 on the 24th of November 2004, it's at page 21645. And in that order you'll see
- 10:22:07 10 that the first requirement or obligation imposed on you is in paragraph A
- 11 there, and that involved you disclosing all of the accounts that you had. But
- 12 also it involved you disclosing accounts into which you had made lodgements of
- 13 money or into which you caused or procured lodgements to be made, isn't that
- 14 so?
- 10:22:31 15 A. That's so.
- 16 Q. 50 And if we look to item 1. That was obviously an account of yours and was
- 17 disclosed, isn't that right? Item No. 2 is the account into which you directed
- 18 Ms. Larkin to lodge the monies which had been given to you by Mr. Wall for the
- 19 purpose of expenditure on Beresford, isn't that so?
- 10:22:58 20 A. Well, I wouldn't put it that way. It was an agreement between Mr. Wall,
- 21 myself, Ms. Larkin that she would open the account and put Michael Wall's money
- 22 into it.
- 23 Q. 51 Do you not accept that when Ms. Larkin made the lodgement, which she did on the
- 24 5th of December 1994, that that was because you had caused or procured that
- 10:23:21 25 lodgement of money to be made?
- 26 A. Yes, I gave her the money to lodge.
- 27 Q. 52 Yes. You gave her the money to lodge. And you indicated to her that it should
- 28 be lodged to an account?
- 29 A. Yes.
- 10:23:31 30 Q. 53 Right. Do you dispute in any way, because I think it seems plain from the

10:23:38 1 language of the order, that this was an account into which you had caused or
2 procured money to be made?
3 A. It wasn't my money.
4 Q. 54 That isn't what is at issue here, Mr. Ahern. What is at issue here is whether
10:23:55 5 or not this particular lodgement, No. 2, is a lodgement which was made to this
6 account because you caused or procured it to be made. That is capable I think
7 of either a yes or a no answer. And I'd ask you if you would, please, to
8 indicate in that fashion, either with a yes or no answer, whether or not this
9 was an account into which you had caused or procured money to be lodged?
10:24:24 10 A. I'll answer it as I understand it.
11 Q. 55 Yes.
12 A. I'd an agreement with Michael Wall that we would put the money, his money, into
13 an account in Celia Larkin's name. Because he was in Manchester and he
14 wouldn't be around to take the money out every time that she wanted to get
10:24:45 15 something. I don't accept that that makes it my money. If you want the answer
16 to the question, no, I don't believe that was my money.
17 Q. 56 But I never asked you whether it was your money, Mr. Ahern. What I asked you
18 was whether or not you had caused the 28,772.90 pounds to be lodged to the
19 account on this day. Do you accept that you did so?
10:25:04 20 A. I had agreed with Michael Wall and Celia Larkin that that was how we would
21 handle the matter.
22 Q. 57 Having reached that agreement --
23
24 MR. MAGUIRE: Sorry, Chairman, I have to intervene.
10:25:16 25
26 We've been over this ground before in relation to a question of discovery and
27 it now appears that there is an allegation being made indirectly through the
28 witness of a failure to make discovery on his part.
29
10:25:28 30 In fact, he's being asked questions which amount to legal questions in relation

10:25:33 1 to the interpretation of that.
2
3 We are not on notice. And I've said this on the last day that this was raised
4 here in the Tribunal. We are not on notice of an allegation of failure to
10:25:47 5 comply with discovery. And if such an argument is being made, then we will
6 meet that argument and we will deal with it on the legal basis. It is unfair
7 of the witness to ask him questions in respect of the legal interpretation as
8 to, I should say of Tribunal's counsel to ask him questions as to the legal
9 obligations and his compliance with them.

10:26:10 10
11 We will make our submissions in that regard if that is required. But that must
12 be against a background as to whether or not there is an allegation of a
13 failure to comply with discovery. No such allegation has been made as yet.
14

10:26:22 15 MR. O'NEILL: This is an examination being conducted by me hopefully to
16 establish what the facts are in relation to a particular lodgement. On the
17 face of it, it would appear to be a lodgement which falls within the terms of
18 an order for discovery. And I'm seeking to establish from the witness, the
19 circumstances in which he came to impart to the Tribunal the information which
10:26:45 20 he was aware of and his involvement in this particular lodgement. The fact
21 that it may involve a breach of his obligations under the discovery order is
22 not material to that fact-finding exercise. It may be that it represents a
23 breach of the discovery obligation. And in the event that it does, I'm
24 suggesting that that is a matter which is open to the Tribunal to find at some
10:27:14 25 stage when it hears all of the evidence as to what the circumstances
26 surrounding this lodgement were.
27
28 But to advance the premise that the Tribunal must in some way conduct an
29 analysis of a person's discovery and then put to them in advance of their being
10:27:34 30 questioned about the circumstances of the particular transaction, that the

10:27:37 1 discovery is incomplete. And thereby commence some form of compliance hearing
2 is, is a non-sequitur, it's not part of the process of the Tribunal. This is
3 an endeavour to establish through the witness what the circumstances were and
4 if as a consequence it establishes a non-compliance, that is a consequence
10:28:01 5 which follows. But it's not the purpose of my examination. My examination is
6 to establish the circumstances in which Mr. Ahern came to import or impart
7 rather to the Tribunal his knowledge of this particular transaction. And I
8 intend to pursue that line with the witness.

10:28:20 10 MR. MAGUIRE: My point still hasn't been addressed. The question has been
11 asked, as my friend admits, as to what falls within the client's obligation to
12 make discovery.

14 CHAIRMAN: What did he understand? What did Mr. Ahern understand?

10:28:34 15 MR. MAGUIRE: What's the value of that question? It's a legal question.
16

18 CHAIRMAN: No, no. It's not.

10:28:38 20 MR. MAGUIRE: Sorry, Chairman.

22 CHAIRMAN: It's not a legal question. It's being asked for the purposes of
23 establishing Mr. Ahern's state of mind, which may be one state or another
24 state, as to when he was being asked for information in relation to these sums.

10:28:58 25
26 When this issue. There is no allegation that there is non-compliance in the
27 sense that there is no allegation that there is discovery. As far as the
28 Tribunal is aware, outstanding. And so in that sense it is not a compliance
29 hearing.

10:29:14 30

10:29:14 1 When this issue arose on Thursday or Friday of last week, you raised the same
2 issue and I can quote exactly what was said.

3
4 You said "That certainly is permissible, Chairman, and I don't take any
10:29:29 5 objection to that but I just reiterate that the implication that Mr. O'Neill's
6 questions of Mr. Ahern some moments ago was that he had not complied with his
7 obligations under the affidavit of discovery. That allegation has not been
8 made. We have not been notified of a non-compliance issue. And if it is to be
9 made we should be notified. I put it no further than that."

10:29:50 10
11 I then said and I quote "But that would be an impossible situation to deal with
12 in the sense that Mr. O'Neill is perfectly entitled to ask Mr. Ahern questions
13 as to why certain amounts or why. Sorry -- accounts or why a particular
14 account was not included in an affidavit of discovery when because of the
10:30:08 15 information we now know it should have been included". And you responded "I
16 accept that he can ask the question."

17
18 And these questions are designed to assist the Tribunal in determining the
19 state of Mr. Ahern's knowledge in relation to these amounts.

10:30:29 20
21 If Mr. Ahern says, and I don't know if he will say, that he, for whatever
22 reason, didn't believe that this particular, this particular sum had to go into
23 an affidavit. He is entitled to give that explanation. But he will be
24 questioned about it but this is not a compliance hearing. But we wasn't --
10:30:53 25 this arises in relation to many witnesses and where they are questioned as to
26 the, to their history of providing information to the Tribunal against the
27 background of orders for discovery and production.

28
29 MR. MAGUIRE: Sorry, Chairman, to go on. I just want to make the point in
10:31:18 30 respect of it and I appreciate what was said on the last occasion. I am

10:31:21 1 submitting to you, Chairman, the situation here to make it clear. What's up on
2 the screen, for instance, at the moment is the question of the order of
3 discovery he has made. The question that was asked and I can only para phrase
4 it because it's from my recollection. The question that was asked of the
10:31:37 5 witness. It was put on the face of it you are obliged to provide X and Y and
6 Z, which necessarily involves an interpretation of that order. And it was on
7 the face of it, that that falls within the obligation to discover.

8
9 Now, I am submitting to you, Chairman, that as far as the cross-examination is
10:31:56 10 concerned, it is a cross-examination that is designed to get an admission from
11 the witness that he has failed to comply with an interpretation of his
12 obligations for discovery.

13
14 All I'm saying is that whilst there may well be a question to be asked in
10:32:11 15 respect of that, we can confirm for us here that there is no allegation of
16 non-compliance. If there is such an allegation, we will deal with it. We will
17 deal with it on that basis.

18
19 CHAIRMAN: Well there is no allegation that there is discovery outstanding in
10:32:27 20 relation to any of the orders made based on the information that we have. But
21 we can't conduct, we can't conduct an information of the background to these
22 payments and the state of knowledge of the witness without understanding the
23 basis on which he understood orders for discovery being made and how they were
24 met.

10:32:47 25
26 I see it as quite a different issue. And you can make submissions later, at
27 later stage. And we appreciate the fact that Mr. Ahern himself is not a
28 lawyer. I mean, we don't assume that he necessarily has the specialist legal
29 knowledge that a lawyer would have in relation to discovery, although he did
10:33:11 30 have legal advice. So ...

10:33:14 1 MR. MAGUIRE: Chairman, any interpretations of the questions asked by
2 Mr. O'Neill must lead to a conclusion that he is seeking to have this witness
3 admit that he didn't comply with the order.
4

10:33:24 5 CHAIRMAN: No, no, he's questioning the -- it's not on the basis that he wants
6 an admission one way or the other. We just want to know what Mr. Ahern's state
7 of mind and understanding as to what his obligations at the time were. Because
8 that assists the Tribunal then in determining the true nature of these accounts
9 or these sums.

10:33:47 10
11 MR. MAGUIRE: It wasn't a question as to the state of mind. The words "state
12 of mind" weren't used. Those are your words, Chairman.
13

14 CHAIRMAN: That's part and parcel of the process that we're engaged in.

10:34:00 15
16 Q. 58 MR. O'NEILL: If I may, Mr. Ahern, can we revert to this issue? The
17 obligation is one which is set out in paragraph A. It's before you there. The
18 operative terms of it are in English. They read as follows:
19

10:34:20 20 "All accounts: This is the obligations to discover all accounts held in any
21 financial institution, whether held within or outside the State, in his own
22 name either individually or jointly or for his benefit or into which he made
23 lodgements of money or into which he caused or procured lodgements of money to
24 be made or into which lodgements of money were made for his benefit".

10:34:43 25
26 That's what the obligation is stated to be. And I take it that in addressing
27 that issue, you have to ask yourself did I have any accounts, firstly. That
28 answers the first question.

29 Secondly, were there any accounts for my benefit.

10:35:01 30 Thirdly, did I make lodgements of money into any accounts? Not necessarily my

10:35:09 1 own but ones which were to my benefit. Were there any accounts into which I
2 caused or procured others to make lodgements or into which money was lodged for
3 my benefit.
4

10:35:23 5 In order to deal with this query or to deal with this obligation, which was an
6 important one which required you in due course to provide this information on
7 oath, not merely to discover it and to produce it in a documentary form. But
8 to swear on oath that this is all the documentation that you had. I'm trying
9 to identify the seriousness of the obligation that was imposed on you because
10:35:53 10 to do so would indicate the level of certainty or inquiry that you would go
11 into before you would pronounce upon these documents as being the only
12 documents you had in your possession. Do you understand?

13 A. I do understand.

14 Q. 59 There was nothing casual about this, Mr. Ahern, isn't that right?

10:36:04 15 A. That's absolutely correct.

16 Q. 60 Yeah.

17 A. And when, that's why as I said last week I spent ten Saturday nights gathering
18 the information.

19 Q. 61 Yes.

10:36:15 20 A. So I remember it very well. And my legal team advised me that everything I had
21 I should declare. But if, I, I've listened carefully to what the Chairman has
22 said, Chairman. But if you quote my answer it says "all accounts held in any
23 financial institution whether within or without the state in his own name
24 individually or jointly held for his benefit".

10:36:35 25
26 I declared those to the best of my ability. Into which I made lodgements of
27 money and into which he caused or procured lodgements to be made. Now, I don't
28 believe if we get into the question of Mr. O'Neill's saying caused or procured
29 because I asked Celia Larkin. If I go to a fundraiser in Cork for Fianna Fail
10:36:55 30 and I speak for half an hour and do question and answers for half an hour and

10:37:00 1 if people pay up to 30,000 pounds, I just, am I obliged then to make a
2 discovery of that, no I am not. I do not believe this was not my account. It
3 was not my money. It wasn't for my benefit. So it wasn't hiding anything.
4 And any question that ever came up I dealt with. So I'm having listened to
10:37:27 5 your answer. Now, I don't believe that falls within that, that's my view.

6 Q. 62 Right. So does it mean that when you set about answering this in February of
7 2005, you hadn't turned your mind to the fact that there was a lodgement of
8 Mr. Wall's money by Ms. Larkin in the sum of 28,772. You hadn't considered
9 that as falling within the order, is that right?

10:37:53 10 A. That's correct.

11 Q. 63 And that's why you didn't discover it?

12 A. Yes. Because later on when I made clearly a reference around the same time I
13 think it was in February I said I transferred over money. I mean I was making
14 it clear the contact between Celia Larkin and I and clear that it wasn't just a
10:38:14 15 contact everyone was well aware of the contact, was that I was transferring
16 money to her account. So I don't really know why you asked the question again
17 because I explained to you in great detail last week, when I made the reference
18 in February. Because I wasn't not making the connection that I transferred
19 money over into Celia Larkin's account. But when it came to Mick Wall putting
10:38:36 20 money in. I mean, the only reason he didn't put his name on it was for the
21 ease of being able to get the money out.

22
23 Now, maybe legally, Mr. O'Neill, and you're the wizard in all of these things,
24 I'm not. But I still don't, sitting here now, I still don't see that this is
10:38:55 25 my money or my account or it was for me.

26 Q. 64 Yes. Well it didn't have to be your account or for you, as it says in the
27 order. But perhaps you didn't interpret it in that fashion as you say,
28 Mr. Ahern. The reason that I'm asking you the question and while I did ask you
29 about it on the last occasion, I indicated immediately after your response that
10:39:15 30 I would be returning in detail to deal with this matter when dealing with the

10:39:19 1 individual --

2 A. I accept that.

3 Q. 65 -- responses. Yeah. The fact of the matter is that this does not, finds

4 itself undiscovered at that point in time, isn't that right? In other words,

10:39:32 5 when it came to providing information to the Tribunal in the first instance and

6 I'm suggesting that that information was provided only in relation to items 1

7 and 2. Sorry. 1 and 5. The omission of this lodgement of 28,772.90 arises,

8 you say, because you didn't understand that it would apply to this lodgement.

9 And that's why it wasn't discovered. Is that a summary of what you say?

10:40:01 10 A. That's it. And if I can just add to that.

11 Q. 66 Yes.

12 A. So that I know you're not saying it but maybe just somebody reading the

13 transcript. At the same time on the 7th of February when I was making that

14 discovery, I also said in that letter, I'm also instructed that in December

10:40:16 15 1994 my client transferred funds from his accounts to AIB O'Connell Street No.s

16 1A 04519011 and 00409077 the account of his then partner, Ms Celia Larkin.

17 Which was making the direct contact between the bank and the accounts of Celia

18 Larkin, which then led to the questions following on from the Tribunal. So far

19 from in any way maybe your point about the discovery. But far from not

10:40:49 20 highlighting it in the letter with that discovery, I highlighted the issue

21 which led to the questions then coming up and for Celia Larkin to discover it.

22 So I would have thought in any fair interpretation back to that made it

23 absolutely a 100 per cent link, Chairman.

24 Q. 67 Yes. You have just raised I think what you acknowledge to be a clear breach of

10:41:10 25 your obligation to discover the account of Ms. Larkin because you didn't

26 discover that on the 27th of -- sorry. On the 5th of February 2005, when

27 swearing the affidavit, isn't that right? You say that the reference in the

28 covering letter in some way relieved you or amounted to a compliance with your

29 discovery obligation, isn't that as you interpret it.

10:41:37 30

10:41:37 1 MR. MAGUIRE: Chairman, it didn't say that. That's putting it into the
2 witness' mouth.

3
4 CHAIRMAN: I understood Mr. Ahern to have said that while he didn't see this,
10:41:49 5 this detail as being detail which necessarily should go into the affidavit of
6 discovery. He provided the information in an accompanying letter so that I
7 think the point Mr. Ahern is making is that he wasn't seeking to hide the
8 detail in relation to it.

9
10 Q. 68 MR. O'NEILL: If I may proceed.
11 Mr. Ahern, your discovery obligation, you accept now, extended to cover making
12 discovery on oath of Ms. Larkin's accounts, isn't that so? Do you understand
13 the question, firstly? Do you accept now that your obligation under the order
14 which is shown on screen at the moment included the obligation to discover the
10:42:48 15 accounts which were opened by Ms. Larkin with the money that you had provided
16 to her on the 5th of December 1994. That's capable of a yes or no.

17
18 MR. MAGUIRE: Chairman, that is not a her permissible question. It's a legal
19 interpretation.

10:43:05 20
21 MR. O'NEILL: It's not --

22
23 CHAIRMAN: Mr. Ahern will be well able to answer it. He's answering it based
24 on his own understanding of what was required of him at the time. I understand
10:43:15 25 his response is likely to be well, I don't know what it's likely to be. I
26 understand that his position so far is that he didn't understand it to be
27 information which had to be discovered formally in the affidavit of discovery.

28
29 MR. O'NEILL: Chairman, I have a fundamental objection to Mr. O'Neill seeking
10:43:39 30 to get this witness to admit on the basis of his, Mr. O'Neill's interpretation,

10:43:45 1 of what is covered by this order to admit that he was in breach of his
2 obligation. One of the last questions which was put was in clear breach of
3 your obligation.

4
10:43:56 5 MR. O'NEILL: I don't shy away from that.

6
7 MR. MAGUIRE: I'm not suggesting that you would shy away from it. The point is
8 whether it's a permissible question or not.

9
10:44:05 10 MR. O'NEILL: It is permissible.

11
12 MR. MAGUIRE: And the essence of it is, that if this legal point is being
13 pursued then it should be pursued on a proper basis.

14
10:44:12 15 MR. O'NEILL: It's not a legal point it is a factual point.

16
17 MR. MAGUIRE: How possibly could the witness, what his obligation is under the
18 discovery order if it's not a legal point.

19
10:44:23 20 MR. O'NEILL: It doesn't, with respect to the argument that has been made.
21 The mere fact that a question may involve a response which includes an
22 interpretation of the law does not mean that a lay witness is not entitled to
23 be, to have that question put to him and to ask him for it, for his response.

24
10:44:43 25 I'm seeking his factual response to his obligation which was one imposed on
26 him, not on his lawyers. He is the person who is obliged to comply with this
27 order. He is the person who is obliged to seek to interpret exactly what it
28 means. He may do so by consulting with his lawyers if he wished, if he
29 believes that it's necessary to do so but he is the person who has sworn the
10:45:08 30 affidavit in compliance with it.

10:45:11 1 It follows, therefore, if there are deficiencies in that compliance in that
2 obligation, that he is entitled to be questioned in relation to establish
3 whether or not he accepts that to be the case. Because it is material if he
4 accepts that he did not comply with the obligation to proceed to establish why
10:45:30 5 that is so in a process where the Tribunal is examining how it is that the
6 information now available and shown on the chronological sequence, came to
7 light in April 2007 as a result of a process which commenced in 2005 or indeed
8 2004.

10:45:52 10 That is material. The fact that it may involve an interpretation by the
11 witness, be it right or wrong, of what his legal obligation is, is not a reason
12 for putting a "cordon sanitaire" around the questioning. He is entitled. These
13 are factual matters upon which he is entitled to have questions put and in
14 respect of which since he is the person who swore the affidavit, to give
10:46:14 15 answers and to explain why he gave those answers. So I intend to proceed with
16 it. I understand from your earlier ruling, Chairman, that you have decided
17 that this is an appropriate line of questioning.

18
19 MR. MAGUIRE: I'm asking you, Chairman, to intervene.

10:46:29 20
21 MR. O'NEILL: I thought it had been ruled on already. If it hasn't I would
22 like the Tribunal to rule on it because I would like to continue.

23
24 MR. MAGUIRE: He is ignoring the submissions. He's prosecuting a
10:46:39 25 non-compliance case with the witness. What lay witness, Chairman.

26
27 CHAIRMAN: Mr. Maguire, I don't agree with that. This is essentially the same
28 issue that arose on Thursday or Friday last week.

29
10:46:49 30 MR. MAGUIRE: Yes.

10:46:50 1 CHAIRMAN: And it was accepted then that you accepted that this line of
2 questioning was appropriate. There is no ... this questioning is not based on
3 an allegation as was, which was the words used by yourself on Thursday or
4 Friday, of non-compliance. This questioning is to determine the witness' state
10:47:17 5 of mind as to his obligations at the time in relation to the provision of
6 information to the Tribunal. It's not with a view to referral to the High
7 Court for non-compliance or anything of that nature.

8
9 MR. MAGUIRE: Well, Chairman, I just refer back to the premise, one of the
10:47:37 10 questions was and I'm now quoting from it. "That it was in clear breach of
11 your obligation to make discovery." Now, he put that to this lay witness in
12 legal terms a lay witness.

13
14 CHAIRMAN: Yes.

10:47:49 15
16 MR. MAGUIRE: And that, Chairman, surely is fundamentally a matter of
17 interpretation as to what his legal obligations to discover are.
18 Now, you've already indicated that there is no allegation of a failure to
19 discover. But how can this witness be asked a question which the, the premise
10:48:06 20 for which is in clear breach of your obligation to discover.

21
22 MR. O'NEILL: Can I answer that?

23
24 CHAIRMAN: Yes.

10:48:15 25
26 MR. O'NEILL: It is a perfectly permissible question because the action of the
27 witness, which followed upon this order being made was such that he was
28 entitled to and apparently did seek legal advice as to his obligation and in
29 consequence of receiving that legal advice, he produced the documentation to
10:48:38 30 the Tribunal in the form in which he did. And that, it has been established,

10:48:43 1 is a form which is not complete.

2

3 CHAIRMAN: Well --

4

10:48:50 5 MR. O'NEILL: If that is the factual basis.

6

7 MR. MAGUIRE: Who has established that?

8

9 CHAIRMAN: We are satisfied that Mr. O'Neill can continue.

10:48:57 10

11 MR. O'NEILL: If there is any doubt about whether it's been established it
12 merits the questioning that I'm putting to the witness. I indicated to him
13 that I would be returning in detail to deal with the specific lodgements and
14 the manner in which they were accounted for by him and that is what I am doing.

10:49:15 15 And I would like to do so on the basis of a ruling that has now been made, as I
16 understand it, Mr. Chairman, that this is a permissible line of questioning.

17 Permissible being that the Tribunal counsel is entitled to ask Mr. Ahern about
18 the circumstances in which he came to make the discovery which he did and to
19 address any omissions or apparent omissions that arise from that process and if
10:49:42 20 that is so, I intend to proceed on that basis.

21

22 CHAIRMAN: Very good.

23

24 MR. MAGUIRE: Chairman, I just want to reserve my position formally in respect
10:49:48 25 of that particular issue.

26

27 CHAIRMAN: All right.

28

29 MR. O'NEILL: With respect, it has been ruled on, I would submit, twice
10:49:54 30 already.

10:49:54 1 CHAIRMAN: I presume Mr. Maguire is possibly thinking of other ...
2
3 MR. O'NEILL: Of course I'm not seeking to curtail.
4
10:50:02 5 CHAIRMAN: He is entitled to ...
6
7 MR. O'NEILL: I am absolutely acknowledging Mr. Maguire's entitlement to
8 intervene in the event that he has a submission to make based on grounds other
9 than those which have been already canvassed as the basis for his objections.
10:50:21 10
11 Q. 69 Now, Mr. Ahern, I was asking you in relation to your discovery obligation, the
12 obligation being to discover the accounts of Ms. Larkin. And I think you
13 acknowledge or perhaps I should ask you whether you acknowledge that you were
14 obliged under the terms of this order to discover. That is to recite the
10:50:47 15 accounts of Ms. Larkin into which you had caused money to be placed. Do you
16 understand the question?
17 A. I understand the question.
18 Q. 70 Fine. Can you answer the question that was put then?
19 A. I'll answer the question that was put.
10:51:02 20 Q. 71 Thank you.
21 A. The account that was in the name of Celia Larkin --
22 Q. 72 Yes.
23 A. -- was an account that was opened for the convenience of being able to use
24 Michael Wall's money to deal with the refurbishment of Beresford. In my view,
10:51:21 25 Mr. O'Neill, that was not my money. It wasn't Celia Larkin's money. It was
26 Michael Wall's money.
27 Q. 73 It may be my error, Mr. Ahern --
28 A. And if I can. I don't want to be totally a side show here because I only get
29 in every now and again. If the view is, your argument is that that should have
10:51:43 30 been declared by me. When I gathered everything, I'm sure and I didn't do my

10:51:51 1 discovery on my own, I did it with my legal team. And I was conscious that we
2 should be as comprehensive of everything that we possibly could. And I
3 believe the reason that we put in the reference to Celia Larkin at all with
4 that discovery was to show that I had put money into her account on the 5th of
10:52:09 5 December. That wasn't Michael Wall's money, it was the other money. And I
6 don't understand, maybe it's law but I don't understand how Michael Wall's
7 money was discovered.

8
9 CHAIRMAN: Mr. Ahern, is it your position then because we don't want to get
10 too bogged down on this. Is it your position that you did not understand that
11 at the time that the reference to this money that went through into an account
12 for Ms. Larkin was or should have been the subject of the affidavit. Or should
13 have been dealt with in the affidavit of discovery?

14 A. No, because my view, Chairman, was that was not my money. It wasn't Celia
10:52:57 15 Larkin's money, it was Michael Wall's money. The money that I gave to Celia
16 Larkin, to I made direct reference to. If you say I should discovered those
17 accounts, I did give the account numbers.

18
19 CHAIRMAN: It was your understanding in any event, that that didn't come
10:53:12 20 within the ambit of the order?

21 A. And that I complied with. I wouldn't have made reference to it otherwise if I
22 didn't believe that was being helpful but I didn't see that comes within it. I
23 listened to the argument. I don't really still see it.

24 Q. 74 MR. O'NEILL: Mr. Larkin or Mr. Ahern, we may well be at cross purposes here
10:53:30 25 insofar as I believe you have been answering a question of mine in the belief
26 that I was questioning you about the Wall money which was lodged, that is the
27 28,772.90, which was lodged to an account opened by Ms. Larkin in her name to
28 deal with his money. Whereas my question had been framed in the context of the
29 lodgement of your own money to an account of Ms. Larkin's.

10:53:55 30

10:53:55 1 So perhaps if we just view that separately from Mr. Wall's money. What I was
2 asking you, and I will clarify it for you as clearly as I can, Mr. Larkin --
3 Mr. Ahern, is this. You had 50,000 pounds of your own money in your account in
4 AIB as of the 5th of December of 1994. You directed Ms. Larkin that that money
10:54:24 5 should be taken from your account and should be put into an account in her
6 name, isn't that so?
7 A. That's correct.
8 Q. 75 That account was an account where she was to spend that money, not on herself,
9 but exclusively for your benefit, isn't that right?
10:54:40 10 A. The money that I transferred over.
11 Q. 76 The money that came from your deposit account in your name went into a deposit
12 account in her name, isn't that so?
13 A. That's correct.
14 Q. 77 All the money that went into the account in her name was to be expended
10:54:54 15 exclusively for your benefit, isn't that so?
16 A. That's correct.
17 Q. 78 Yeah. So that is, I suggest to you, an account which falls, and I think you've
18 already agreed with me on this, four square within your discovery obligation.
19 Do you agree with that?
10:55:14 20 A. Well if I agree with that question --
21 Q. 79 Well do you first? I mean, can you answer the question. Can you, do you agree
22 that the account that was opened by Ms. Larkin was an account which fell within
23 the terms of the order that's on the screen in front of you. The answer to
24 that, I suggest to you, has to be either yes or not. I would ask you to
10:55:38 25 address it, if you can, in those terms?
26 A. Well I'll address it in the only terms that I can. When we were doing the
27 order of discovery, obviously I didn't discover those accounts. But in the
28 accompanying letter I said that I'm also instructed that in, this is my legal
29 team writing for me, instructed that in December 1994, our client transferred
10:55:58 30 funds from his accounts at AIB upper O'Connell Street numbers, I don't need to

10:56:04 1 say them again, two different accounts, into the account of his then partner
2 Celia Larkin. Is that not, if it's not legally put on the document, as you
3 say, is it not absolutely clear what, that I had two accounts and that I
4 transferred money on that date into those two accounts. I mean, I ...

10:56:23 5 Q. 80 Well it's not for a number of reasons. But the first question I was putting to
6 you is whether or not you accepted that you had a discovery obligation in
7 respect of these particular accounts.

8
9 Now, you've gone on to give me an explanation as to what you did when making
10:56:38 10 your discovery but that is as against a background where you haven't discovered
11 in your affidavit of discovery these accounts. We'll get to that. But I want
12 to know in the first instance whether at this point in time, Mr. Ahern, you can
13 acknowledge that you had an obligation to the Tribunal to discover this
14 documentation, that is the account of Ms. Larkin. I'm going to ask you yes or
10:57:03 15 no. Did you have that obligation? Do you recognise that you had that
16 obligation. Yes or no?

17 A. Well if the Chairman tells me legally that's an obligation I'll accept it.

18
19 CHAIRMAN: No, no.

10:57:15 20 A. But I can, what I'm saying is that when we would have looked at this, doing the
21 discovery. I obviously not wanting to leave anything out, I didn't have the
22 statements of Celia Larkin. I didn't have the bank data on her. I made clear
23 reference to the fact that I transferred the funds into those accounts. So you
24 said earlier on, Mr. O'Neill, in one of the references, the reason this was
10:57:48 25 important because you didn't find that out until 2007. Now, that is not
26 correct. I told you that on the 7th of February. And in any event, Celia
27 Larkin made her discovery not that long after it and she attended the Tribunal
28 back in the early summer of 2006. But I made a clear reference --

29
10:58:08 30 CHAIRMAN: I can I just intervene here, Mr. Ahern. You are perfectly entitled

10:58:13 1 to say whether. I don't want to put words into your mouth. You are perfectly
2 entitled to say that I did not understand that that detail was to go into the
3 affidavit of discovery. Now, Mr. O'Neill may have further questions for you on
4 that issue. But if that is your position, because the alternative position is
10:58:33 5 yes I did understand that it should be included in the affidavit of discovery
6 but for whatever reason I decided not to include it. Which is another answer,
7 which is a different answer. But you are entitled to say if it is the case
8 that you did not believe or understand that it should be included in the
9 affidavit of discovery.

10:58:58 10 A. That is my position, Chairman, but can I just add, Chairman, because I think
11 Mr. O'Neill, maybe I'm being unfair to him, I think how I picked what he said
12 up was an implication that by not doing that I had delayed the Tribunal. That
13 is not so because in the same letter and in my covering letter I pointed out
14 quite clearly where the two accounts were that I transferred the money. And I
10:59:24 15 think that is patently obvious.

16 Q. 81 MR. O'NEILL: Mr. Ahern, I have to press you on this issue because it is
17 significant. It is significant because it indicates the approach which you
18 were taking to the provision of information to the Tribunal in response to its
19 requests. The first issue that I'm putting to you is that the order which is
10:59:51 20 here is clear in its terms as regards your obligation. That it obliged you to
21 discover not only your own accounts but also the accounts of others which were
22 administered to your name. Do you agree with that? Do you agree that that is
23 what the order provides for and what you understood it to provide for?

24 A. Yes.

11:00:12 25 Q. 82 Fine.

26 A. And in --

27 Q. 83 And --

28 A. In all of the accounts.

29 Q. 84 I'm going to move on, if I may, Mr. Ahern, to the next question. In the
11:00:21 30 knowledge that you had the obligation to discover accounts that were operated

- 11:00:26 1 for your benefit by persons other than yourself, did you recall that Ms. Larkin
2 had operated at least three such accounts for your benefit before you swore the
3 affidavit?
- 4 A. It was --
- 11:00:43 5 Q. 85 Think carefully about this. Did you recall before you swore the affidavit that
6 Ms. Larkin had operated three accounts for you in your name?
- 7 A. I would have recalled that she operated one account because the other two
8 accounts which subsequently came out were small interest accounts.
- 9 Q. 86 Well even the fact of there being one account operated in her name for your
11:01:09 10 benefit, can you now explain why you didn't include that in your affidavit of
11 discovery as an account which is being operated for you?
- 12 A. Because I would have not seen when I was doing the order of discovery, that
13 that was an account where I had all of the information to give. But I did give
14 the information about, and in fact I gave the information about two of the
11:01:34 15 accounts where I transferred. I didn't. I gave the two accounts that I
16 transferred it from my accounts and said I gave it into Celia Larkin's. So I
17 gave that information. Which was probably all of the information that I would
18 have had at that stage.
- 19 Q. 87 We have got I think in this process, Mr. Ahern, to the following. You
11:01:54 20 acknowledge that you knew that you'd an obligation to discover accounts other
21 than those in your own name. You knew that Ms. Larkin had operated one account
22 in her became for your benefit. That account, I take it, is the account into
23 which you'd put the 50,000 pounds?
- 24 A. It's the one I made reference to in the letter covering with the affidavit.
- 11:02:16 25 Q. 88 The question I'm asking is; do you say that when you were considering the
26 account that had been operated for your benefit but other than in your own
27 name, the account you were considering at that time was the account into which
28 50,000 pounds had been placed?
- 29 A. Yes because --
- 11:02:35 30 Q. 89 Yes.

11:02:36 1 A. Because the reference --

2 Q. 90 So, I have to do this in stages, Mr. Ahern, because I'm trying to understand,

3 and the Tribunal will have to assimilate and assess your evidence on this point

4 as to what your frame of mind was when you came to providing information to the

11:02:52 5 Tribunal. You knew that there was an account in existence with 50,000 pounds

6 in it of Ms. Larkin's that would fall under the terms of the order. And I

7 think you acknowledge that as regards your sworn affidavit, there is no

8 reference to that 50,000 pounds account, is that correct?

9 A. That's correct.

11:03:17 10 Q. 91 We then move to a letter which accompanied the letter of the affidavit of

11 discovery. And in the body of that letter you say that this afforded

12 information to the Tribunal which was sufficient to relieve you in some way of

13 your discovery obligation, is that right? Is that as you would wish the

14 Tribunal to appreciate the inclusion of this information in the letter?

11:03:38 15 A. What I was -- in all of the accounts --

16

17 MR. MAGUIRE: Chairman, it doesn't say that.

18 Can I just remind Mr. O'Neill. You, Chairman, asked the question in relation

19 to the question of the obligation and state of mind. Mr. Ahern answered the

11:03:54 20 question to you. And we're now going back over it to get different answers to

21 the same question.

22

23 MR. O'NEILL: We're trying to get a simple answer, with respect.

24

11:04:03 25 MR. MAGUIRE: But the interventions are being ignored. Not just my

26 interventions

27

28 CHAIRMAN: The position as we understand it. Mr. Ahern has told the Tribunal

29 that he did not believe that this details of -- this particular account had to

11:04:21 30 go into the affidavit of discovery. That was his understanding.

11:04:25 1 MR. MAGUIRE: No.
2
3 CHAIRMAN: Whether he was right or wrong.
4
11:04:29 5 MR. O'NEILL: He has acknowledged that this was an account of Ms. Larkin's and
6 that he had an obligation to discover it. He's offering by way of, with
7 respect --
8
9 CHAIRMAN: Yes. That it went into an accompanying letter. And he, Mr. Ahern,
11:04:45 10 believes that that was sufficient. Now, whether it was or not is, I suppose, a
11 legal issue.
12
13 Q. 92 MR. O'NEILL: Mr. Ahern, what you are saying to the Tribunal in effect, and I
14 put this to you a little earlier and if you disagree with it, please do so at
11:05:13 15 any stage. And I'm suggesting it's a matter for you to disagree if you wish or
16 to agree if you can agree with me on the issue.
17 Instead of putting the information about this account into the affidavit of
18 discovery, though you knew of its existence, you decided that it would be
19 included in a letter which would be sent to the Tribunal, is that right?
11:05:42 20 A. Yes.
21 Q. 93 Okay.
22 A. If I can answer it.
23 Q. 94 If you can agree with, that I'll move to the next question.
24 A. No, please, Mr. O'Neill. What you want to do all of the time, you want to
11:05:59 25 speak endlessly and for me to say yes or no.
26 Q. 95 I want to get a clear answer --
27 A. You know, answers are not yes and no. If they were why are your questions not
28 far shorter? The fact is, I did a discovery I think there was well over 22
29 accounts. All of the accounts that I believed that I should discover, I
11:06:11 30 discovered. I went to great lengths to do that. Now, you're nodding your

11:06:15 1 head. I don't do that when you're doing it. I went through all of the
2 accounts. I gave all of the data I gave all of the information. This was an
3 account which I didn't see and obviously I discussed with my legal team that I
4 shouldn't have to discover but I did not want to leave it out so I made clear
11:06:34 5 reference that I transferred money from two accounts which I named and which I
6 had discovered, over to Celia Larkin and I gave the bank. Now, that's what I
7 did. And I thought I did it right and I would have discussed it with my legal
8 team. Now, you've a problem with that but, Chairman, that's what I did. I can
9 only tell you what I did. If you want to tell me I shouldn't.

11:06:59 10 Q. 96 Mr. Ahern, it's because of the fact that I cannot understand the sequence of
11 events that you've just recounted that I'm trying to establish from you in
12 detail by asking you specific questions which are capable of specific answers
13 what the situation is. Because on the one hand, you seem to be acknowledging
14 that you had an obligation to discover this account. And on the other hand
11:07:20 15 you're indicating that you discovered everything you were obliged to discover.
16 Now, this, if that were the case, this affidavit -- this account would have
17 found itself in the affidavit of discovery, it didn't find itself in the
18 affidavit of discovery because notwithstanding that you acknowledge that it was
19 an account operated in your name in which there was 50,000 pounds, you didn't
11:07:45 20 discover it. I mean, that is the factual situation?

21 A. Yes but Mr. O'Neill, in all of the other accounts.

22 Q. 97 Yes.

23 A. I was able to get access to those accounts. They were in either my name or in
24 my wife's name or my children's name and I got all of that. I hadn't got
11:08:00 25 statements on this. But what I clearly did was gave the information to the
26 Tribunal that I had transferred money over to Celia Larkin's with the
27 accompanying letter of discovery.

28 Q. 98 Right.

29 A. Now, perhaps if I had the number of that account I could have put that in the
11:08:20 30 discovery form but, I mean, you are arguing a legal point. As far as I'm

11:08:24 1 concerned, I would have been quite happy in my mind, Chairman, that I was
2 discovering with that accompanied letter that I had transferred money from two
3 accounts that I had over to Celia Larkin. And, you know, I think that's clear.
4

11:08:39 5 CHAIRMAN: Well, at this stage because it's becoming very bogged down in sort
6 of legal terms, can we take it that the account in question did come under the
7 terms of the order? I think that has to be clear. But that Mr. Ahern at the
8 time didn't see it this way but felt he was complying with whatever obligation
9 was being made of him by the Tribunal. And that he was complying with that in
11:09:19 10 providing the information relating to the account. And we can look at the
11 exact description or the exact provision of information that was given but that
12 it was given in an accompanying letter. And that may well not have been the
13 proper way to have proceeded but that's the way it was done.
14

11:09:47 15 MR. MAGUIRE: Chairman, I have to say from a legal point of view, that what,
16 the way, if that's a question that you're asking the witness, Chairman, in my
17 submission it's not a fair question in relation. We do not accept that there
18 was a failure to comply with discovery. That's the fundamental. We don't
19 accept that that is so. But that's from the lawyer's point of view. In
11:10:08 20 relation to --
21

22 CHAIRMAN: All right. Mr. Ahern's position is, at the time he provided the
23 affidavit. He did not believe, for the reasons he's given, that this detail
24 was covered by the order. He says he gave.

11:10:24 25
26 MR. MAGUIRE: That's precisely the way that he answered your previous question
27 and that I would have thought is the end of the matter insofar as he as a lay
28 witness is concerned.

29 Q. 99 MR. O'NEILL: You indicate then that having had in mind the account of
11:10:44 30 Ms. Larkin into which the 50,000 pounds had been put, you addressed that with

- 11:10:56 1 your lawyers and that resulted in a letter being sent to the Tribunal which you
2 believed had the same effect as discovery, isn't that right? It disclosed the
3 fact of the transaction and the account of Ms. Larkin, is that right?
- 4 A. That's correct.
- 11:11:01 5 Q. 100 Okay. We look at that at page 17806. And we'll see that on that page there
6 your solicitor writes "I am instructed that in December 1994, our client
7 transferred funds from his account at AIB upper O'Connell Street number given
8 into the account of his then partner Ms. Celia Larkin". Is that right?
- 9 A. Yes. Yes, I read that out twice earlier.
- 11:11:29 10 Q. 101 You did, yeah. But you believed apparently that the accounts that are numbered
11 here are Ms. Larkin's accounts?
- 12 A. No, they're the accounts. I think they are. I think they are accounts that I
13 transferred the 28,000 and the 22,000 I think that's where those are from.
- 14 Q. 102 From?
- 11:11:44 15 A. Yes.
- 16
- 17 MR. MAGUIRE: The witness has already corrected that Chairman
- 18 Q. 103 MR. O'NEILL: So that there is no detail in this letter of Ms. Larkin's
19 account number?
- 11:11:52 20 A. Well it says from accounts AIB O'Connell Street.
- 21 Q. 104 That's your accounts, Mr. Ahern.
- 22 A. That's where her accounts are too.
- 23 Q. 105 Sorry?
- 24 A. That's where her accounts are too.
- 11:12:03 25 Q. 106 And there is nothing in this letter to identify the account into which these
26 monies were transferred or to say that it is an account in O'Connell Street
27 which is being operated by Ms. Larkin for Mr. Ahern's benefit, isn't that
28 right?
- 29 A. Well it's saying it's transferred into the account of his partner Celia Larkin.
- 11:12:23 30 Q. 107 But Mr. Ahern, that is of no consequence. And does not advise or inform the

11:12:31 1 Tribunal that this is a source of money of an account which is being operated
2 by you, isn't that right?

3 A. Well if it wasn't then I mean you followed on and you wrote to Celia Larkin and
4 asked her for the information.

11:12:44 5 Q. 108 Precisely.

6 A. The point I'm making. If I didn't put it in you could accuse me that I wasn't
7 making reference to it.

8 Q. 109 Yes.

9 A. I was making reference. And then you followed it up and then you got all of
11:12:55 10 the information that you required. So it wasn't in any way that I didn't
11 highlight it.

12 Q. 110 Well, it's as a result of the discovery process that the Tribunal followed only
13 two and not five of these accounts when it commenced its inquiries of you,
14 isn't that right?

11:13:16 15 A. Well if that's what you did.

16 Q. 111 Yes. Well I mean, I think you know what the sequence is and you know how the
17 information was given to the Tribunal because you're the person who is
18 providing that information, isn't that right?

19 A. Yes, and I answered every letter that you ...

11:13:30 20 Q. 112 Yes. In relation to the third item which was there on the chronological
21 sequence of events which we can see at page 23277. This was the purchase of
22 30,000 pounds in sterling?

23 A. Yes.

24 Q. 113 And we don't know exactly or you don't know exactly when that took place but
11:13:49 25 you indicated its significance by reason of its amount and its subsequent
26 usage. Again, that is a matter which was not referred to in your affidavit of
27 discovery, isn't that right?

28 A. That's correct.

29 Q. 114 You did not discover any of the purchase documents that would have been
11:14:05 30 provided to you when you booth that sterling, isn't that right?

- 11:14:07 1 A. Well, yes but when we put all of the accounts together I didn't have any
2 documentation on it.
- 3 Q. 115 All right.
- 4 A. I still don't.
- 11:14:14 5 Q. 116 And again, just for completeness on four there. Four is a transaction which
6 took place within the second or the second account opened by Ms. Larkin, isn't
7 that right?
- 8 A. That's correct.
- 9 Q. 117 She had opened an account for 50,000 pounds in 2000. Sorry. In 1994 on the
11:14:33 10 5th of December, but this is a new account which she opened on the 15th of June
11 1995, isn't that right?
- 12 A. That's correct.
- 13 Q. 118 And I think you would accept that that account was opened again for your
14 benefit. It was your money 11,743.74 that was going into it, isn't that right?
- 11:14:53 15 A. That's correct.
- 16 Q. 119 And the same considerations as regards your discovery obligation would have
17 applied in relation to that account, just as they did to the earlier account in
18 1994, isn't that right?
- 19 A. Yes. But I had no -- when I transferred money over to Celia Larkin's account I
11:15:11 20 transferred it to one account.
- 21 Q. 120 Yes.
- 22 A. I had no information until she produced the accounts far later on that there
23 was actually four accounts. Now, two of them were only very small interest
24 accounts, so it was effectively two accounts. But I didn't have that
11:15:26 25 information.
- 26 Q. 121 Mr. Ahern, the first account into which your money was put and was dealt with
27 by Ms. Larkin was the account which was operated from December of 1994, isn't
28 that right?
- 29 A. That's correct.
- 11:15:40 30 Q. 122 And you know that that account was closed on the 19th of January of 1995, isn't

- 11:15:44 1 that right?
- 2 A. That's correct.
- 3 Q. 123 And from that date onwards you received all of your money back, isn't that
- 4 right?
- 11:15:50 5 A. That's correct.
- 6 Q. 124 So that this account which was opened on the 15th of June 1995, was being
- 7 opened for the purpose of receiving new funds, isn't that right?
- 8 A. That's correct.
- 9 Q. 125 And those new funds were being provided by you, isn't that so?
- 11:16:05 10 A. And some of them, a transfer from Michael Wall's accounts.
- 11 Q. 126 No. When this account is opened on the 15th of June 1995, it is opened with
- 12 money exclusively from you. The money is subsequently taken out of this
- 13 account on the 22nd of June and then it goes in to yet another account. And
- 14 it's into that account that monies of Mr. Wall also go, isn't that right?
- 11:16:30 15 A. That's correct. Well, it's not correct.
- 16 Q. 127 Sorry.
- 17 A. No, it's not correct. Because --
- 18 Q. 128 Okay.
- 19 A. The first, the first money that went in to that account in Celia Larkin's name
- 11:16:49 20 was the transfer of 9,684.71 from her account into that account and then the
- 21 lodgement of the 11,743.74.
- 22 Q. 129 Well I think that's incorrect and I'll show you how that is incorrect,
- 23 Mr. Ahern. If we look to page 18998. You'll see that that account, if we go
- 24 down to the 15th of June 1995, shows a lodgement of 11,743.74, isn't that
- 11:17:26 25 right?
- 26 A. That's correct.
- 27 Q. 130 And that money comes out of that account then.
- 28 A. Yes.
- 29 Q. 131 And it goes to an account on the 22nd of June 1995.
- 11:17:37 30 A. Yes.

- 11:17:37 1 Q. 132 Isn't that right?
- 2 A. Account '031.
- 3 Q. 133 Yes. So that's another account. If we look to 19038 where that account on the
- 4 22nd of June 1995?
- 11:17:48 5 A. Uh-huh and there you'll see.
- 6 Q. 134 Is opened with the deposit of 9, 8 -- 9,684.71 which is Mr. Wall's money?
- 7 A. Yes.
- 8 Q. 135 Isn't that right?
- 9 A. But it's the point that I've made when you said I wasn't correct. That just
- 11:18:02 10 shows that I was correct.
- 11 Q. 136 No it doesn't.
- 12 A. The first item on that account is 9,684.71 which was transferred from Celia
- 13 Larkin's other account and the second item which is the amount that I put in
- 14 was the 11,743.74.
- 11:18:19 15 Q. 137 That was happening on the 22nd of June.
- 16 A. Correct, same day.
- 17 Q. 138 The issue that we're dealing with is the issue of the state of the account on
- 18 the 15th of June. On the 15th of June, the money that is put in is 11,743.74
- 19 as we saw on page 18998.
- 11:18:37 20 A. Yes. On a different account.
- 21 Q. 139 Yes.
- 22 A. Yes.
- 23 Q. 140 Indeed, a different account. The one I was referring to. But in any event, if
- 24 we can move then down to what the process of information provision was by you.
- 11:18:52 25 We've dealt with it in some detail before. I'll just go through some of the
- 26 dates with you. You might be able to agree with them. The discovery process
- 27 on the 7th of February 2005, revealed the existence of the deposit accounts
- 28 into which you had put items 1 and 5, if we revert to 23277. Those two items 1
- 29 and 5 were lodged to the same account, isn't that right?
- 11:19:23 30 A. Yes.

- 11:19:24 1 Q. 141 And the disclosure of them, the existence of that account took place through
2 the process of discovery which was made on the 7th of February, isn't that
3 correct?
- 4 A. Correct.
- 11:19:35 5 Q. 142 As a result of that, there was an auditing process carried out by the Tribunal
6 and they sought further information in relation to particular transactions
7 which the Tribunal identified out of that account, isn't that right?
- 8 A. Yes.
- 9 Q. 143 And that took place on the 27th of May, a schedule showing identifying these
11:19:58 10 two particular lodgements amongst others was sent to your solicitor, isn't that
11 right? Seeking an authority from you that the bank could provide the
12 information in relation to that to the Tribunal?
- 13 A. Yes, I gave two authorities to the Tribunal.
- 14 Q. 144 Yes.
- 11:20:13 15 A. So that they would have any information that I also had.
- 16 Q. 145 And when they went to the bank and they got that information, they then wrote
17 back to you on the 25th of October 2005, listing, amongst others, these two
18 transactions. That is 1 and 5, and asking you to account for those
19 transactions by way of background detail as to source, isn't that right?
- 11:20:44 20 A. If you say so.
- 21 Q. 146 Well if you've any doubt about it, because?
- 22 A. I accept it. If it's in a letter but I don't remember.
- 23 Q. 147 It is the lengthy letter that was to be the subject of some exchanges between
24 the Tribunal and your solicitors because though asked on the 25th of October of
11:20:54 25 2005, it still was unanswered in March 2006. And that caused the Tribunal to
26 ask you to prioritise matters in its letter of the 3rd of March 2006?
- 27 A. Yes, we went through those last week.
- 28 Q. 148 Yes, we went through those and I don't intend to go particularly back through
29 them. So that process was a refining process. So that on the 3rd of March on
11:21:19 30 the absence of there being a reply and detail of the larger volume of queries,

11:21:27 1 these two queries, 1 and 5, were prioritised amongst a total of five
2 transactions, isn't that correct?
3 A. That's correct. Just to say.
4 Q. 149 Yes.
11:21:38 5 A. I explained last week, I don't need to go again, you know, why all of that
6 information took a period to get but I don't need to go through that again.
7 Q. 150 Yes. Now, on the 3rd of June then. Sorry. The 3rd of March, the Tribunal is
8 seeking specific information in relation to these two lodgements, isn't that
9 right? Amongst three others that's identified. It wants you to prioritise
11:22:03 10 them, isn't that right?
11 A. Yes.
12 Q. 151 And then following a letter on the 30th of March, where the Tribunal said if
13 you wouldn't to provide this information in correspondence rather than at
14 public hearing you should answer specific queries or deal with specific queries
11:22:20 15 relating to those two lodgements, isn't that right?
16 A. Yes, there was a long letter.
17 Q. 152 Yes. And then the end result of all of that is that Mr. Peelo's report is
18 provided to the Tribunal, isn't that right?
19 A. In April, yes.
11:22:33 20 Q. 153 In April on the 20th of April. And it deals with the explanation for 1 and 5,
21 which were the only two accounts of relevance to the five that are on screen
22 here, which had been identified to that point in time, isn't that so?
23 A. Yes.
24 Q. 154 And we can see that in relation to the second of those lodgements that we knew
11:23:00 25 about in time, that is No. 5. It was specifically dealt with in response
26 17838. Page 17838, which is Mr. Peelo's report in which he sets out what the
27 position is about this, isn't that right?
28 A. That's correct.
29 Q. 155 And it is as a result of this letter, I think that you accept that the fact
11:23:24 30 that Ms. Larkin was running your account as opposed to the fact that she was

- 11:23:28 1 the recipient of money from an account of yours is identified, isn't that so?
- 2 A. It's further detail given in it.
- 3 Q. 156 Fine. Well what is said here in relation to this lodgement, that's lodgement
- 4 50 "This was a return of monies from his then partner Celia Larkin which arose
- 11:23:46 5 in the following circumstances. As shown on the attached chart a total of
- 6 50,000 was given to Celia Larkin for the purpose of organising on Mr. Ahern's
- 7 behalf, the fit out of the house below."
- 8
- 9 And then you give two amounts cull coming out of the account "Mr. Ahern had
- 11:24:02 10 rented a house at this time with an option to purchase which he did circa
- 11 September '97. Expenditure on household furnishings totalling some 30,000
- 12 (invoices available) were made from the foregoing 50,000 during 1995.
- 13 The sum of 19,000 was the balance remaining from the 50,000 and was re-lodged
- 14 on the 1st of December 1995, to Mr. Ahern's already existing AIB account
- 11:24:26 15 number" and the account number is given. Isn't that right?
- 16 A. Yes.
- 17 Q. 157 Now, if we just look to page 23255. This is the accompanying document which
- 18 was in effect showing. If we can turn that, please. The money trail for this
- 19 particular lodgement, isn't that right?
- 11:24:46 20 A. That's correct.
- 21 Q. 158 And if we look in the columns. If we look to the third one from the left under
- 22 the heading "deposit". We see an account number there it ends '011, isn't that
- 23 right?
- 24 A. Yes.
- 11:24:59 25 Q. 159 And that's the account into which both transaction No. 1 and transaction No. 5
- 26 were dealt with, isn't that correct?
- 27 A. That's correct.
- 28 Q. 160 And in time as we work our way down through it we see item No. 1 is the 11th of
- 29 October, that lodgement, isn't that right?
- 11:25:16 30 A. Correct.

- 11:25:16 1 Q. 161 And then you move down to the 5th of December and you see a payment of 22,000
2 pounds there, isn't that correct?
- 3 A. That's correct.
- 4 Q. 162 And then those two sums move down further to a total of 50, isn't that right?
- 11:25:28 5 A. That's correct.
- 6 Q. 163 Now, that total, as you'll see, if you move to the column immediately to the
7 left, is a total of 28,000 from a special savings account, isn't that correct?
- 8 A. That's correct.
- 9 Q. 164 Which combined with the 22,000 of the 5th of December makes the 50,000, isn't
11:25:46 10 that right?
- 11 A. Correct.
- 12 Q. 165 Right. Now, if I could just stop at that point. That figure of 50,000 pounds
13 there has two components. 22,000 and 28,000, isn't that right?
- 14 A. Correct.
- 11:25:57 15 Q. 166 And if we move to the special savings account we'll see that before the 28,000
16 came out of that account, there was 50,000 in it, isn't that right?
- 17 A. Correct.
- 18 Q. 167 Exactly. Is there any reason that you know at this point in time that that
19 50,000 was not transferred in its entirety, so as to provide the funds that
11:26:16 20 would be lodged to Ms. Larkin's accounts? You appear to have made a decision
21 to take 22,000 from one account, 28,000 from another account and to combine
22 those into 50 and then lodge that 50 into Ms. Larkin's account. Can you
23 recollect why that was?
- 24 A. I do, yes, because what made up, as you can see from the special savings
11:26:38 25 account the first lodgement was the 30th of December 1993, which was the 15,000
26 cash and seven and a half in cheques that were given to me by Gerry Brennan and
27 Des Richardson.
- 28 Q. 168 Yes.
- 29 A. For the purpose of being able to pay the account where I'd taken the loan for
11:26:58 30 the legal fees. So that's what I did with that as you'll see on the charts, I

11:27:03 1 subsequently took that money out that I had been given on the 30th of December,
2 and use that money to payoff the loan and the legal fees. So the reason to
3 answer your question, was so that I would reason the money for the reason it
4 was given; to payoff the legal loan.

11:27:19 5 Q. 169 Perhaps, I suppose then we only have to consider the information which is
6 contained within the third paragraph, the third column from the left under the
7 heading deposit, is that correct?

8 A. Correct.

9 Q. 170 When we're looking at No.s 1 and 5?

11:27:34 10 A. Correct.

11 Q. 171 And we see that once the amount is totalled as 50,000 pounds the next reference
12 is to the fact that it's lodged on the 1st of December 1995, in the sum of
13 19,142.92, isn't that right?

14 A. That's correct.

11:27:49 15 Q. 172 Right. Now, between the compiling of the total of 50,000 and the repayment or
16 the lodgement of the 19,000 on the 1st of December, there's no narrative as to
17 what happened to that money in the interim, isn't that right?

18 A. No, no.

19 Q. 173 No. To find the narrative we've got to go back to page 17838, which tells us
20 that 50,000 pounds was given to Ms. Larkin for the purpose of expenditure on
21 the household furnishings. You see that, paragraph C, isn't that right?

22 A. Yes, yes.

23 Q. 174 30,000 was spent, isn't that right?

24 A. Yes.

11:28:32 25 Q. 175 That's what it says here. And that's expenditure was made from the 50,000,
26 isn't that right?

27 A. Correct.

28 Q. 176 And the sum of 19,000 was the balance remaining from that expenditure, isn't
29 that right?

11:28:47 30 A. That's correct.

- 11:28:48 1 Q. 177 Now, that account of events is not the factual sequence, chronological sequence
2 of events, isn't that right?
- 3 A. No, that was from the best information that we had when we were trying to put
4 together the money flow through the accounts at that stage.
- 11:29:06 5 Q. 178 Well, perhaps I'll just fill in what the omissions are between the combination
6 of the monies into the 50,000 sum and its subsequent reference to being lodged
7 in December of 1995. It starts in December 1994, when 50,000 pounds is lodged
8 into the account in the name of Ms. Larkin, isn't that right?
- 9 A. Correct.
- 11:29:30 10 Q. 179 And she then has that money in her account until the 19th of January of 1995,
11 isn't that right?
- 12 A. Yes.
- 13 Q. 180 And so she takes out the entire of the 50,000 pounds from that account, isn't
14 that right?
- 11:29:44 15 A. Correct.
- 16 Q. 181 And she gives it back to you, isn't that right?
- 17 A. Correct.
- 18 Q. 182 And you now have 50,000 pounds?
- 19 A. Correct.
- 11:29:51 20 Q. 183 Right. When it comes to the expenditure on household, that expenditure
21 commences with the lodgement, firstly, of the sum of 11,743.74 on the 15th of
22 June 1995, isn't that right?
- 23 A. That's correct.
- 24 Q. 184 Yeah. That expenditure is being paid for by the incremental lodgements to
11:30:17 25 Ms. Larkin's accounts and not from the 50,000 pounds that was initially given
26 to her in January, isn't that right?
- 27 A. The money came out and it's been paid for back out of the 50,000.
- 28 Q. 185 Sorry. The question I'm asking you is whether or not the 50,000 pounds, which
29 was put into Ms. Larkin's account, was the same 50,000 pounds that funded the
11:30:42 30 expenditure or whether the expenditure was from subsequent lodgements made to

11:30:46 1 other accounts opening from June 1995 until --

2 A. No, expenditure. The money went in on the 5th of December 1994. Came out in

3 January 1995, and that money then was what funded --

4 Q. 186 Yes.

11:31:02 5 A. -- my part of the refurbishment.

6 Q. 187 Exactly. So it would be incomplete and could I suggest, it would not tell the

7 accurate picture of what took place, to say that expenditure on household

8 furnishings totalling some 30,000 pounds were made from the foregoing 50,000

9 pounds during 1995, because what was referred to as the foregoing 50,000 pounds

11:31:26 10 was the amount that was lodged to the account of Ms. Larkin. Whereas the

11 expenditure did not come from that 50,000 pounds lodged account, it came from

12 new accounts opened in June, isn't that right? You may or agree or disagree?

13 A. Well it's the same 50,000. The 50,000 came out.

14 Q. 188 Yes.

11:31:49 15 A. And the 50,000 is then used to put back in to cover the bill.

16 Q. 189 Yes.

17 A. So it's the same money.

18 Q. 190 Yes. Now, that explanation is not apparent from the face of this document

19 here, isn't that right? Any person reading this document would believe that

11:32:03 20 the transaction which had taken place was a straight forward one. Where you

21 decided to give Ms. Larkin 50,000 pounds to meet expenditure. She had that

22 money in her possession. She spent 30 of it. What she didn't spend she gave

23 back to you. And she gave you back 19,142.90 which you then lodged to your

24 account and that explains that lodgement. Is that a fair appreciation that

11:32:27 25 anybody reading this document would assume?

26 A. Well I think what was the purpose of what Mr. Peelo was trying to do? Was he

27 trying to give a precise analysis of every single transaction that happened or

28 was he trying to set out the accounts and show the cashflow? And with the best

29 information he had at that stage, he didn't know and I didn't know, because

11:32:54 30 we're trying to check the amounts of sterling. Leaving that amount, what he

11:32:58 1 was trying to do was to show the movements of the cash between the various
2 accounts. And I think that's what he was trying to do. He wasn't setting out
3 the data in each individual item. He did this on the 20th of April 1996 or
4 20th of April 2006.

11:33:20 5 Q. 191 Yes.

6 A. The precise data that showed all of the individual accounts were in the
7 statements. And the statements at that stage had been given to the Tribunal,
8 both my statements and Celia Larkin's. So he wasn't, in fairness to that
9 analysis, it wasn't trying to pin every single amount out, if he did that he
10 would have put all of the data that was on the individual statements.

11:33:41 10 Q. 192 Well all he would have -- firstly, Mr. Ahern, when he produces this document he
11 is producing it in the context of it being your response to the Tribunal to the
12 specific query as to where the 19,142.92 pounds came from and how it came to be
13 lodged to the account on the 1st of December. That was the exercise which was
14 being carried out and which was responded to in this way, isn't that right?

11:34:07 15 A. Yes but --

16 Q. 193 Is that right?

17 A. That is right.

18 Q. 194 Yes.

11:34:17 19 A. But what he is trying to do here is in the four accounts, he is giving the
20 detail of how the money moved around the various accounts. And, I mean, the
21 19,000 is the balance of what was left at the end.

22 Q. 195 Yes. Now, what he does not tell us in this is that having told us that the
23 money came out of your account, right? He says that the money was given to
24 Ms. Larkin, right?

11:34:44 25 A. Uh-huh.

26 Q. 196 He does not say what account it went into of Ms. Larkin's. Isn't that so?

27 A. I think they were discovered.

28 Q. 197 At B. "As shown on the attached chart a total of 50,000 was given to Celia
29 Larkin for the purpose of organising on your behalf the fit out." And it then
11:34:59 30

- 11:35:03 1 shows the two accounts from which the money came, isn't that right?
- 2 A. That's correct.
- 3 Q. 198 Now, it does not tell us that that money went into another account which was an
- 4 account which he was operating in your name, isn't that right?
- 11:35:15 5 A. Yes but, Mr. O'Neill, those accounts had been discovered at that stage to the
- 6 Tribunal.
- 7 Q. 199 No, no, I'm asking you. They hadn't. I'm asking you at this stage whether you
- 8 agree with me that this account which you are giving of the movement of these
- 9 funds, whether you agree with me that it didn't identify the money as having
- 11:35:36 10 gone into any account of Ms. Larkin's, isn't that right?
- 11 A. No, it doesn't give any account numbers.
- 12 Q. 200 Fine. Now, equally, it doesn't tell us that on the 19th of January, all of the
- 13 money was given book to you, isn't that right?
- 14 A. 19th of January?
- 11:35:50 15 Q. 201 Yeah. We know that on the 19th of January 1995, approximately six weeks after?
- 16 A. No, no, no, it doesn't show that.
- 17 Q. 202 The transaction you're referring to. It doesn't show that. And it doesn't
- 18 show us that once you got the money back, that you got it back in cash and that
- 19 you kept it in cash, isn't that right?
- 11:36:09 20 A. That's correct.
- 21 Q. 203 And it doesn't tell us that when you got it in cash you decided to spend 30,000
- 22 of it to buy 30,000 pounds in sterling, isn't that right?
- 23 A. That's correct.
- 24 Q. 204 And it doesn't tell us that of that 30,000 pounds sterling that you bought
- 11:36:24 25 20,000 pounds of it remained in your possession until the 1st of December 1995,
- 26 isn't that right?
- 27 A. No, that's correct.
- 28 Q. 205 And it doesn't tell us that this lodgement on the 1st of December 1995, while I
- 29 it's expressed to be 19,1427.92 pounds was in fact the lodgement by you of
- 11:36:45 30 20,000 pounds in sterling notes on the bank on that day, isn't that right?

- 11:36:49 1 A. That's correct, yes.
- 2 Q. 206 So to that extent comprehensively this document is bare as regards the
3 immediate circumstances as the lodgement on the day, isn't that right?
- 4 A. That's correct. For the purpose that it was set out. Your questions, was
11:37:09 5 Mr. Peelo and I at that stage, trying to set out comprehensively what was in
6 all of the statements. We're not doing that. We were showing that the
7 cashflow and where it moved from the various accounts and I think it shows that
8 precisely. What it didn't show because we weren't able to track down what the
9 sterling amounts were, even though I knew that I had changed some money into
11:37:30 10 sterling precisely where I did that and precisely how it showed up in the
11 accounts I didn't do it. But at the same time, around the same time, I'm not
12 sure what the date is, we had given in discovery or Celia Larkin had given the
13 detailed accounts that showed that and some of the other accounts had already
14 been within your possession.
- 11:37:49 15 Q. 207 Right. Turning to what the Tribunal did in the light of this information,
16 which I think you agree is limited, isn't it?
- 17 A. Well it is.
- 18 Q. 208 Okay.
- 19 A. It is in my view a comprehensive analysis. What were we trying to answer? We
11:38:05 20 were trying to show the cashflow where the money moved around so that we could
21 deal with what you were investigating; was did I get any money from, through
22 Mr. O'Callaghan. That's what we were trying. We were not trying to give every
23 last detail about all of the individual items which I hadn't got anyway, I
24 hadn't got the statements from Celia Larkin but about what we spent on the
11:38:29 25 conservatory or what we spent on paint and what we spent in Brown Thomas'. We
26 were not trying to give that. We were trying to give the analysis of the flow
27 through the accounts. And that's what it was setting out to do. Not set out a
28 comprehensive analysis that includes every last detail. It wasn't trying to do
29 that.
- 11:38:46 30 Q. 209 Yes. The analysis of the flow really perhaps shorthand for you were trying to

- 11:38:50 1 set out the money trail which led to this lodgement, is that fair?
- 2 A. Yes.
- 3 Q. 210 Yes.
- 4 A. In each of the accounts. In the loan account, the special savings account, the
- 11:39:00 5 deposit account, they set out exactly where the money came in, as it did money
- 6 of the 24th of December, how that was repaid, how it paid on a loan and I
- 7 discovered the account of how I paid that loan back, on the second heading the
- 8 special savings accounts, where I'd got the money on the 30th of December '93
- 9 and I got the details of that. The money on the 25th of April, how that came
- 11:39:24 10 back out into the deposit account, into the last deposit account. And it did
- 11 set that out in considerable detail with the relevant narratives. There were
- 12 some things not in it. That's correct but I don't think it was endeavouring to
- 13 set those out, that's the point.
- 14 Q. 211 When this information is provided to the Tribunal, as you rightly say,
- 11:39:42 15 Ms. Larkin was contacted by the Tribunal arising from the disclosed involvement
- 16 here with your financial affairs, isn't that right?
- 17 A. Yes, yes.
- 18 Q. 212 Yes. And we know that as a result of this information provided, as it was on
- 19 the 20th of April, there was an interview which was conducted by Ms, by the
- 11:40:09 20 Tribunal legal team with Ms. Larkin on the 14th of June of 2006, isn't that
- 21 right?
- 22 A. That's correct.
- 23 Q. 213 And in relation to that particular interview in advance of the interview she
- 24 gave information relating to the accounts which she held which were operated
- 11:40:24 25 both for your benefit and for Mr. Wall's benefit, isn't that right?
- 26 A. She gave the data on the accounts, yes.
- 27 Q. 214 Yes. And if we revert back to the chronological sequence document, that's
- 28 23277. You'll see that identified on that as the second item is the lodgement
- 29 of the 28,772.90, isn't that right?
- 11:40:47 30 A. That's correct.

11:40:47 1 Q. 215 And would you accept from me that it was at that meeting and indeed immediately
2 in advance of that meeting, that the existence of that lodgement first became
3 known to the Tribunal?

4 A. Yes, I think that was ...

11:41:06 5 Q. 216 And it was made known to the Tribunal in circumstances where there was a
6 written statement furnished at the, in the course of the interview to the
7 Tribunal legal team, it's at page 18068. At the end of that under the heading
8 the third deposit account there "for the purpose of carrying out the
9 renovations, building the conservatory and paying the stamp duty on the
11:41:33 10 purchase of 44 Beresford and as he lived in the UK, Mr. Wall requested that I
11 open an account for him into which he deposited the figure 28,772.90. This was
12 an unusual Irish pound figure as the lodgement was originally a sterling
13 amount. He asked me to assist by arranging payment to the builders and
14 generally completing the house and to use the money in the third deposit
11:41:55 15 account for this purpose. I therefore opened the third deposit account at AIB
16 for the purpose of receiving the 28,772 -- sorry. 90 from Mr. Wall. This sum
17 was lodged by Mr. Wall to the third deposit account on the 5th of December
18 1994."

11:42:15 20 Now account of events was what the first indication to the Tribunal was of the
21 Wall payment, isn't that right?

22 A. That's correct.

23 Q. 217 And I think we know now that there are significant omissions in that being a
24 comprehensive account of events. And if I could take them with you in
11:42:36 25 sequence. Firstly, there's no indication here that the money was given by
26 Mr. Wall to you, Mr. Bertie Ahern, isn't that right?

27 A. No, it sets out the narrative of.

28 Q. 218 Yes. You're agreeing with me that there's no reference here to Mr. Wall's
29 money being given to you, isn't that right? If you like to revisit it again,
11:42:58 30 we will. "Mr. Wall requested that I open an account for him." No reference to

11:43:06 1 you requesting that the account be opened in O'Connell Street at your request,
2 isn't that right?

3 A. Correct.

4 Q. 219 Into which he deposited a figure and we know the figure. And that is not the
11:43:18 5 case insofar as Mr. Wall did not deposit this money into the account. He gave
6 the money to you and you directed that it be lodged with his knowledge and with
7 Ms. Larkin's consent to an account, isn't that right?

8 A. That's correct. I don't think it's fair to say I directed. We agreed what the
9 procedure would be.

11:43:40 10 Q. 220 My question really is directed towards establishing, Mr. Ahern, whether you
11 agree with me that there is no reference in this first mention to the Tribunal
12 of the existence of this money to you having any involvement with regard to the
13 receipt of the money itself or being in any way instrumental with its lodgement
14 to a bank account, isn't that right?

11:44:00 15 A. Not in that account.

16 Q. 221 No. If we go on to 18069. "He asked me to assist by arranging payment to the
17 builders. I, therefore, opened the third deposit account. That sum was lodged
18 by Mr. Wall to the third deposit account".
19 Now, in the course of the interview then, Ms. Larkin provided further details
11:44:25 20 of the circumstances in which this lodgement took place, and we'll see that at
21 page 18027, where she is being questioned in relation to these funds, and at
22 that point she raises the question of the former solicitor to both yourself and
23 Mr. Wall; Gerry Brennan; and if we start at perhaps question 249:
24 "And I'm not sure whether Michael was present with Gerry" the Michael there is
11:45:17 25 Michael Wall, "was present with Gerry when this transaction took place". The
26 transaction was the giving of the money to Ms. Larkin by Mr. Wall. "When I
27 opened the account I opened a separate account so that Michael's money would be
28 separate from the other money and so I put this money in. Now, the reason it's
29 odd money, I think, is because it may have been sterling originally from
11:45:39 30 Michael, now that again is speculation, but I think I may have. But certainly

11:45:41 1 Michael could probably clarify that for you himself, and for the purpose of
2 that was to do the things like stamp duty and the conservatory, which were do.
3 Q: Well do you remember how it came to you?"
4 That question is talking about how the money came to her.

11:45:55 5 A: I'm just trying to visualise.
6 A: I know that Gerry was involved with it.
7 Q: Was he in the bank that day when the deposit was made?
8 A: No, I think that Michael and Gerry -- I think I took the money from Michael
9 in Gerry's office. I think, I think -- I can't, I know that Gerry was involved
11:46:14 10 in it, right now the exact location I can't remember, but I would have lodged
11 it then in the bank."
12 It then goes on to say "and when you say money you're not sure if it was a
13 cheque or cash?
14 A: It wasn't a cheque, I think it was cash, it may have been sterling cash
11:46:31 15 rather than Irish cash, I've a recollection of sterling and I think that is it,
16 that's the money.
17 Q: Right. Did he give you any indication as to why he had it in sterling?
18 A: Well, he's from Manchester".
19

11:46:44 20 And that ended that sequence.
21 Again, from that exchange, Mr. Ahern, I think you'll probably agree that what
22 was being indicated to the Tribunal, as regards item No. 2 on the chronological
23 sequence of lodgements, was that that particular amount of money had been given
24 in sterling by Mr. Wall to Ms. Larkin and that it had taken place, to her
11:47:14 25 knowledge or her belief; although she expresses some uncertainty as to what
26 exactly the circumstances was; but she seems to connect this as being something
27 that took place in Mr. Gerry Brennan's office, isn't that right?
28 A. Yes, I think she did that initially.
29 Q. 222 She did that initially. And again in this document there's no reference to you
11:47:34 30 having any involvement whatsoever in the receipt of the money from Mr. Wall or

11:47:38 1 in directing that the money be lodged to the bank account in O'Connell Street
2 in her name, isn't that right?

3 A. That's correct.

4 Q. 223 All right. And I think that the information being provided to the Tribunal
11:47:50 5 then moved on to there being an interview, sorry, to there being correspondence
6 with you in relation to these particular transactions.

7
8 CHAIRMAN: Mr. O'Neill, it's gone a quarter to twelve so it might be an
9 appropriate time to take a fifteen minute break.

11:48:18 10
11 MR. O'NEILL: Very good.

12

13 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK**

14 **& RESUMED AS FOLLOWS:**

11:48:38 15
16 Q. 224 MR. O'NEILL: I think, Mr. Ahern, you're aware from the documentation
17 circulated to you in the brief, from the evidence that has been adduced in
18 advance of your own and from discussions that you've probably had with both
19 Ms. Larkin and with Mr. Wall over time, that it was as a result of the
12:08:01 20 interview with Ms. Larkin that the question of the return of 50,000 pounds was
21 first made known to the Tribunal. That 50,000 pounds being the 50,000 pounds
22 which you had given to Ms. Larkin and which had been referred to, to this point
23 as being a sum transferred to her, isn't that right?

24 A. Yes, the 50,000 was transferred, as I made reference to in the letter of the
12:08:32 25 8th of February, with the discovery.

26 Q. 225 Yes.

27 A. And it was subsequently listed in Des Peelo's report and that 50,000 was then
28 shown on her statements when she finally got those statements we seen those, we
29 saw that that 50,000 came out of that.

12:08:50 30 Q. 226 No. The 50,000 that you're referring to so far in that response, is the 50,000

12:08:56 1 which was given by you to her and which was tracked through Mr. Peelo's report.
2 What I'm asking you about is the 50,000 pounds which was given back to you or
3 retained by you as and from the 19th of January. That the existence of a
4 return of funds first became known in the course of the interview on the 14th
12:09:19 5 of June 2006, at which time Ms. Larkin indicated, I suggest to you, for the
6 first time to the Tribunal that the 50,000 pounds had been returned to you.
7 A. Yes, when she produced the statements it showed --
8 Q. 227 Yes.
9 A. -- that it had been returned to me.
12:09:39 10 Q. 228 Yes. Her bank, the production by Ms. Larkin of her bank statements to the
11 Tribunal coincided with the day upon which she was first interviewed by the
12 Tribunal, that is the 14th of June of 2006. She attended that interview with
13 certain extracts from her accounts which she produced?
14 A. Yes.
12:10:03 15 Q. 229 Isn't that right?
16 A. Yes.
17 Q. 230 Those extracts whilst they show the withdrawal of 50,000 pounds from her
18 account on the 19th of January -- sorry. Yes, 1995. Did not contain any
19 narrative as to whether that money was withdrawn in cash and did not contain
12:10:21 20 any narrative as to connect you with that 50,000 pounds withdrawal, isn't that
21 so?
22 A. Correct.
23 Q. 231 We're talking about the bank statement now, Mr. Ahern. The monthly bank
24 statement that Ms. Larkin would get, was replicated at her request by the bank
12:10:41 25 on the 26th of January 2005. We'll see that at page 21510. You'll see that
26 it's the account into which the 50,000 pounds went on the 5th of December of
27 1994, isn't that right?
28 A. That's correct.
29 Q. 232 So the content of this particular bank statement is that which was generated
12:11:07 30 obviously in relation to that account when those transactions were last

- 12:11:15 1 conducted. The last of them being the 22nd of June 1995, isn't that right?
- 2 A. That's correct.
- 3 Q. 233 That was a statement on account to cover the period 5th of December 1994 and
- 4 22nd of June 1995, isn't that right?
- 12:11:29 5 A. That's correct, yes.
- 6 Q. 234 In the normal course that would have been issued sometime after the 22nd of
- 7 June 1995, isn't that so?
- 8 A. Presumably, yes.
- 9 Q. 235 And we see in this instance, if we look up to the date of the statement as
- 12:11:44 10 opposed to the date of the transactions we see that it was issued on the 26th
- 11 of January of 2005. You see that?
- 12 A. Yes, yes.
- 13 Q. 236 That means it was issued at the time that Ms. Larkin was seeking information
- 14 from AIB in relation to her own accounts, isn't that so?
- 12:12:01 15 A. Presumably, yes.
- 16 Q. 237 And she, could you agree with me that she was seeking that information not
- 17 because she had been contacted by the Tribunal because she had no contact with
- 18 the Tribunal until May of 2006, isn't that right?
- 19 A. Yes.
- 12:12:18 20 Q. 238 Right. So her contact, as I think you've said in your evidence earlier and on
- 21 perhaps last Friday, her contact with the bank was to obtain information
- 22 because you had indicated to her that the lodgements to her account may be the
- 23 subject of inquiry by the Tribunal, isn't that right?
- 24 A. Well I presumed that's the letter we're talking about earlier on.
- 12:12:41 25 Q. 239 Yes.
- 26 A. But the letter of the 8th of February '05. They're the same two accounts that
- 27 I was saying I took 28,000 and 22,000 out of. So I would have been telling
- 28 her, I assume, I don't recall but.
- 29 Q. 240 Yes.
- 12:12:53 30 A. I would have been telling her that I'm discovering to the Tribunal or whatever

12:12:57 1 it was.

2 Q. 241 Yes.

3 A. Including it in the letter. And That I was going to give this information.

4 Q. 242 Right.

12:13:02 5 A. And that probably asking her to check her records.

6 Q. 243 Now, because you had raised with her the question of 50,000 pounds going to her

7 account, she went to the bank in January 2005, and the bank printed out the

8 document we see in front of us which shows the lodgement of 50,000 pounds to

9 her account, isn't that so?

12:13:24 10 A. Yes.

11 Q. 244 And I think that you would agree that with this document in hand, if she'd

12 spoken to you at any time after the 26th of January 2005, she was in a position

13 to tell you the account number into which the account, the money, that is your

14 money, was lodged and the dealings on the account which she operated for your

12:13:45 15 benefit between the 5th of December 1994 and the 22nd of June 1995, isn't that

16 right?

17 A. She would have made me aware at some stage and I don't know when I first saw

18 the statements, I think it was far later.

19 Q. 245 Well could I suggest --

12:14:03 20 A. I do. Sorry.

21 Q. 246 I'm cutting across you, I apologise.

22 A. I do recall that she told me that I did take the money out quite soon after I'd

23 lodged it, because quite frankly at that stage I didn't remember when she had

24 taken it out.

12:14:17 25 Q. 247 Yes. Would you agree with me that as a probability once she had this document

26 in hand, that she would have acquainted you with the detail of it and probably

27 would have given you a copy of it?

28 A. I don't think I got a copy until far later on.

29 Q. 248 Right.

12:14:36 30 A. I got a copy at some stage but ...

- 12:14:39 1 Q. 249 In any event --
- 2 A. I think she would have told me. If you asked me the question.
- 3 Q. 250 Yeah.
- 4 A. She told me that the 50,000 came back out. I'm sure she told me that.
- 12:14:48 5 Q. 251 Sure. In telling you that, I'm sure she would have told you that it came out
- 6 on the 19th of January 1995, some five or six weeks after it had been given to
- 7 her in the first place?
- 8 A. I don't know but I'm sure she did.
- 9 Q. 252 Well what I'm saying is that whilst that information is evidently known to
- 12:15:06 10 Ms. Larkin at all times and in particular is printed off for her in January
- 11 2005. At the interview which takes place with her on the 14th of June of 2006,
- 12 with Members of the Tribunal legal team, she indicates that the money that you
- 13 had given her was returned to you, isn't that right?
- 14 A. That's correct.
- 12:15:27 15 Q. 253 And in doing so, I think she indicated that she wasn't, she had no exact memory
- 16 of how that took place but that she'd been assured by you that you received the
- 17 money back from her in cash and she accepted that that was the position though
- 18 she couldn't remember the detail, isn't that right?
- 19 A. That's right.
- 12:15:45 20 Q. 254 And I think it was following upon that then that inquiries were made from you
- 21 to see whether or not this information was correct and to see whether or not
- 22 this would assist in establishing the money trail, which to that point you may
- 23 take it from the Tribunal's point of view, had been that the money which was
- 24 given to Ms. Larkin in December had remained with her until it was spent.
- 12:16:09 25 We'll see at page 17877, the Tribunal in a letter to your solicitor refers to
- 26 the matter by firstly drawing your attention to .19 of Mr. Peelo's report.
- 27
- 28 In .19 of Mr. Peelo's report he provides Mr. Ahern's explanation for the
- 29 lodgement of the sum of 19,142.92 to his account number given on the 1st of
- 12:16:32 30 December 1995. It is stated that this sum was the balance remaining from the

12:16:37 1 50,000 given to Ms. Celia Larkin by Mr. Ahern which was re-lodged to
2 Mr. Ahern's account that day. It is stated that the total of 50,000 pounds had
3 been given to Ms. Celia Larkin in December 1994, for the purpose of organising
4 the fit out of 44, Beresford Avenue on Mr. Ahern's behalf and that expenditures
12:16:56 5 on household furnishings totalling some 30,000 pounds were made from the
6 foregoing 50,000 during 1995.

7
8 Ms. Celia Larkin has provided information to the Tribunal which confirms the
9 receipt of 50,000 pounds in December 1994. However, she indicates that she
12:17:13 10 returned the entire 50,000 pounds to Mr. Ahern in cash in January 1995. The
11 expenditure incurred bring her on the fit out of 44 Beresford was not funded
12 from the 50,000 pounds given to her in December 1994. It was funded through an
13 account in her name at Allied Irish Bank O'Connell Street, Dublin, which was
14 opened on the 22nd of June 1995. This account was opened with a lodgement by
12:17:38 15 her of the sum of 9,684.71 pounds representing funds of Mr. Michael Wall and
16 the sum of 11,743.74 pounds representing the funds of Mr. Ahern."

17
18 I don't think that we need to deal with the subsequent lodgement on that.
19 But on the next page, 17878, the request of the Tribunal is conveyed to your
12:18:03 20 solicitors as follows.

21
22 "The Tribunal has requested me to seek clarification of the circumstances
23 surrounding the payment of monies to Ms. Larkin and the involvement of
24 Mr. Michael Wall in Mr. Ahern's financial affairs. The Tribunal would
12:18:15 25 appreciate Mr. Ahern's assistance in providing his responses to the following
26 queries.

27
28 1. In what circumstances was 50,000 pounds given to Ms. Larkin in December
29 1994, given that the purchase of 44 Beresford was not completed until 30th of
12:18:29 30 March 1995?

12:18:31 1 2. Was the 50,000 pounds paid to Ms. Larkin in December 1994, returned to
2 Mr. Ahern in January 1995 and if so, why?
3
4 3. Was the sum of 50,000 pounds received by Mr. Ahern in cash from Ms. Larkin
12:18:46 5 and if so, why?
6
7 4. If the sum received was -- was received in cash where was this money kept
8 before being spent?
9
10 5. Does the payment of 11,743.74 pounds in June 1995, to Ms. Larkin represent
11 a payment in cash from the 50,000 pounds returned to Mr. Ahern in January 1995.
12
13 6. Why was it decided to pay a sum of 11,743.74 to Ms. Larkin in June 1995?
14 You may note that the subsequent withdrawal of funds from this account made in
12:19:25 15 June 1995, was limited to one withdrawal of 10,000 pounds even".
16
17 And if we perhaps could move down then to query No. 10. Why was the sum of
18 19,142.92 pounds lodged to a bank account on the 19th of December 1995?"
19
12:19:46 20 Now, those specific queries obviously as you can see have their origin in the
21 information which was provided by Ms. Larkin and also the information which the
22 Tribunal was seeking from Mr. Michael Wall but which it had not received to
23 that date, the 29th of January of 2007.
24
12:20:11 25 You, I think, had to address the issues which were raised there and
26 particularly the questions that I referred to a little earlier. And in so
27 doing your solicitor was also considering a response to a letter written on the
28 9th of February 2007, which was focused on the Michael Wall payment of
29 28,772.90. We see that at page 17879 where the Tribunal writes to your
12:20:45 30 solicitor.

12:20:46 1 "The Tribunal has been informed that Ms. Celia Larkin operated bank accounts in
2 her name on behalf of Mr. Ahern and also on behalf of Mr. Michael Wall in 1994
3 and '95. On the 5th of December 1994, a sum of 50,000 pounds of Mr. Ahern's
4 money was lodged to the account in Ms. Larkin, in Ms. Larkin's name at AIB
12:21:08 5 O'Connell Street account number given. This money remained on deposit in that
6 account until the 19th of January 1995, when the sum was withdrawn in full and
7 lodged to Ms. Larkin's cashsave account number given, where it remained until
8 the 27th of January, before being withdrawn in full in cash on that date."
9

12:21:24 10 As we know, the records showed that but it's not correct.
11

12 "Ms. Larkin believed she returned the full amount of 50,000 pounds to Mr. Ahern
13 in January 1995. Please ascertain from Mr. Ahern whether this sequence of
14 events is correct. The Tribunal would appreciate receiving Mr. Ahern's
12:21:40 15 explanation for this series of events. On the same date as Ms. Larkin opened
16 the account into which she lodged 50,000 pounds of Mr. Ahern's money, she
17 opened another account in her own name into which she lodged the sum of
18 28,772.90 pounds on behalf of Mr. Michael Wall.
19

12:22:00 20 You have informed the Tribunal that the 9,684.71 was transferred on the closing
21 of this account number given as part of a debit dated the 19th of June 1995, to
22 account given on the 22nd of June 1995. Ms. Larkin informed the Tribunal that
23 the account into which these monies were lodged was an account operated for the
24 benefit of Mr. Ahern. The Tribunal wishes to know why the amount given of
12:22:26 25 Mr. Wall's money was lodged to an account in Ms. Larkin's name operated for the
26 benefit of Mr. Ahern.
27

28 Ms. Larkin informs the Tribunal that the opening balance on this account
29 included the sum of 11,743.74 of Mr. Ahern Ahern's money. Please ascertain
12:22:45 30 from Mr. Ahern whether or not this sum represents part of the 50,000 pounds in

12:22:50 1 cash returned to him in January 1995 and if so, the explanation for lodging
2 this sum to a bank account in June 1995. "

3
4 And if I can turn now to the response to those letters, Mr. Ahern, because this
12:23:04 5 was addressing specifically material which had been gleaned by the Tribunal's
6 investigation. It was now being communicated to you through your solicitors.
7 Your explanation for these transactions was being sought and it was to come by
8 means of letter. And we'll see that on, at page 22325 the explanations for the
9 first letter are given at query one.

12:23:39 10
11 "The 50,000 pounds was not used to purchase 44, Beresford Avenue. The fit out
12 of the house was funded in part from these monies, as explained in our reply to
13 your letter of the 7th sorry 9th of February 2007. The money was given to
14 Ms. Larkin by Mr. Ahern in December 1994, in anticipation of the purchase of
12:24:00 15 the house by Mr. Wall."

16
17 That's a response to the query which wanted to know in what circumstances was
18 50,000 pounds given to Ms. Larkin in December, given that the purchase of the
19 house didn't in fact take place until March of the following year.

12:24:16 20
21 The next year was, was the 50,000 paid in December, returned in January 1995
22 and if so why. And the explanation for that was "Yes. It became apparent to
23 Mr. Ahern around this time that it would be more convenient for the money to be
24 held in cash". That's the explanation for that.

12:24:34 25
26 The question three was. "Was the sum of 50,000 pounds received by Mr. Ahern in
27 cash from Ms. Larkin and if so, why? Question three repeats question two. It
28 says "see reply two above".

29
12:24:49 30 And the question then as to where the money was kept before being spent was

12:24:53 1 that "It was kept in the safe in Mr. Ahern's constituency office."
2
3 And the question as to whether the 11,743.74 represented a payment in cash from
4 the monies returned was answered in the positive here "Yes, it was".

12:25:15 5
6 So in those, that series of five questions here, it becomes apparent that
7 50,000 pounds in cash was given to you and that money was kept by you in your
8 safe until it was spent by Ms. Larkin, isn't that what it says?

9 A. Correct.

12:25:37 10 Q. 255 Now, we know at this point in time, Mr. Ahern, that the sequence is that the
11 50,000 that was given to you apparently went back from the bank to St. Luke's
12 and was it there put in St. Luke's as 50,000 pounds?

13 A. To the best of my recollection.

14 Q. 256 Right. And then so it did go into your safe in St. Luke's as 50,000 pounds?

12:26:02 15 A. To the best of my recollection.

16 Q. 257 Now, it comes out of that safe in the form of 30,000 pounds to buy 30,000
17 pounds worth of sterling, isn't that right?

18 A. Yes.

19 Q. 258 Yes. So that insofar as it's stated that the money was in the account until
12:26:17 20 such time as it was spent, sorry. In the safe until such time as it was spent
21 by Ms. Larkin, that would not be correct, isn't that right?

22 A. Well it came out in different sums. It came out -- it came out in about three.
23 It came out 1174. It came out in the 9665. I took out some and used it in
24 cash to pay for some of the things that were done on the house and then I paid
12:26:45 25 the sterling amounts on the two different sterling amounts the 10,000 and the
26 remaining amount on the 1st of December 1995, went back into the account.

27 Q. 259 All right. The account given here at four that "it was kept in the safe in
28 Mr. Ahern's constituency office". Makes no reference to the fact that it
29 altered in its nature from being sterling from being punts rather to sterling
12:27:10 30 as regards 30,000 of it, isn't that right?

- 12:27:13 1 A. Yes. Well it was the same monies. It was the same, you know, the fact that it
2 altered or moved around or came in or out. It was the same 50,000.
- 3 Q. 260 Yes but as regards giving an account as to what happened to the money. To say
4 that the money simply stayed in the safe in the office is an incomplete account
12:27:30 5 I suggest.
- 6 A. Well maybe a more correct one, then is to say that it was either used for the
7 various expenditures either in sterling or in cash and then whatever was left
8 was re-lodged.
- 9 Q. 261 Okay.
- 12:27:44 10 A. But it ... quite frankly, I don't think it's ...
- 11 Q. 262 You don't consider it relevant that it went through that further process of
12 change?
- 13 A. I don't really.
- 14 Q. 263 Right.
- 12:27:56 15 A. Because I would have been getting on with me job and not worrying too much how
16 it was going around the place.
- 17 Q. 264 Although you would appreciate that, that transaction would have itself
18 generated bank documentation which would or could be of assistance to the
19 Tribunal in following the money trail in relation to this particular
12:28:15 20 transaction?
- 21 A. This sterling amount?
- 22 Q. 265 The fact that it had come back in whole or in part, into a bank account which
23 had not been disclosed at this point in time would be material to the Tribunal.
24 Where we are, in ease of you, I hope, Mr. Ahern. I'll elaborate slightly on
12:28:39 25 that. We have a position where we're trying to trace the money. We find that
26 the money comes out of your account as 50,000 pounds on the 5th of December and
27 goes into Ms. Larkin's account where it stays until the 19th of January of the
28 following year?
- 29 A. Uh-huh.
- 12:28:54 30 Q. 266 That is recorded. That is a money trail which can be seen?

12:28:57 1 A. Yes.

2 Q. 267 It's evidenced by the bank. Right.

3 A. Yes.

4 Q. 268 That trail ends with the money coming out of your account. Sorry. Out of her

12:29:03 5 account in your name.

6 A. Uh-huh.

7 Q. 269 In cash, isn't that right?

8 A. Yes.

9 Q. 270 And now the trail stops. It stops at a point where apparently you've 50,000

12:29:12 10 pounds in cash. The Tribunal is enquiring from you what became of that 50,000

11 pounds and you say it remained in my safe in St. Luke's until such time as it

12 was spent. Now, in that context, I'm putting it to you that it was material

13 that in fact you had used that money to conduct another banking transaction.

14 Namely, the purchase of 30,000 pounds in sterling because that would mean that

12:29:46 15 the money trail would start all over again and one could move forward from that

16 point, do you understand what I'm putting to you?

17 A. Yes well if I understand it. I put 50,000 in.

18 Q. 271 Yeah, into Ms. Larkin's account?

19 A. Yeah. I highlighted that from day one that I had transferred money to Celia

12:30:00 20 Larkin's account and I gave a reference to the accounts. That was on the 7th

21 of February '05. And the Peelo report showed a cashflow of the monies to the

22 best of our knowledge. I didn't have the individual statements. And then the

23 50,000 goes in, or the 50,000 on the 5th of December '94, goes into Celia

24 Larkin's account. It comes out in January, I wouldn't have known when it came

12:30:28 25 out. And then we, subsequently I changed some of it into sterling. And then I

26 subsequently used the money to pay for the various issues. But you say there's

27 no trail. I mean, there is clearly a trail in the accounts of where the items

28 go and then some of it, some of that I paid for in cash.

29

12:30:50 30 CHAIRMAN: But the point, Mr. Ahern, that Mr. O'Neill is making is that there

12:30:55 1 are significant gaps in that trail which would make it impossible for the
2 Tribunal based on that information to have followed the money from day one to
3 the ends of that trail. That's the ... you seem to have a view that this was,
4 that it was all the same once you said this is where the money came from and
12:31:24 5 this is where it ends up. But there's a lot of information there in between
6 which would have been vital information for the inquiry. Were you not aware
7 that by leaving out that information it would effectively leave a hole in the
8 trail?

9 A. Well insofar as I said previously, Chairman, when and precisely how it changed
12:31:55 10 the money into sterling, I still can't account for. But it was 50,000 that I
11 took out and then on the statements, if we're looking at the period where you
12 had the statements. On the, what date is it? On the 15th of June, I put back
13 in. Excuse me just until I get the ... on the 15th of -- the 22nd of June I
14 put back in 11,743. Well the 15th of June, then it changed accounts. On the
12:32:35 15 24th of July, I put in 9,655. And I lodged the money back to the account on
16 the 1st of December.

17
18 That would have been the only available information that I got subsequently
19 proved that of the 11,743.74; 10,000 of that was sterling and 2,000 was Irish.
12:32:58 20 As I already said to the Tribunal, I paid for a loan for Celia Larkin's account
21 because at one stage she hadn't got sufficient funds for to be able to pay the
22 Kinsella bill. So I paid off a loan of 3,000 for her to do that and the
23 documentation is available for that. And I also paid about 7,000, I think it
24 was 7,050 that was made of up of individual accounts. There was an attic
12:33:24 25 conversion, electrical fittings, there was painting. That was the combination
26 of where the money went. The fact that I hadn't got the details or the data on
27 how exactly I changed the sterling amount, I accept that. I still don't have
28 that. It did change it. All of the other information, I would have thought
29 that I had answered in that particular letter of the 9th of February.

12:33:46 30 Q. 272 The answer to the question which you actually gave, Mr. Ahern, was that the

12:33:52 1 money was kept in the safe in Mr. Ahern's constituency office?

2 A. Uh-huh.

3 Q. 273 Without qualification. The qualification that you could have put in there was
4 one which would have allowed the money trail to be picked up again because you
12:34:08 5 know that was another banking transaction between the last transaction on
6 Ms. Larkin's account, which was the withdrawal of the funds on the 19th of
7 January, and the next transaction which was the lodgement of the money on the
8 15th of June of 11,743. In that gap there was another banking transaction
9 conducted by you which would have generated banking records. Namely, the
12:34:36 10 purchase by you of sterling in an amount of 30,000 pounds.

11
12 Now, even without knowing the detail of that account, it certainly in giving a
13 narrative as to what became of the cash, it would have been a complete answer
14 to say I received the 50. I kept it for a while. I purchased 30 sterling from
12:34:58 15 it at the bank and I then had 50,000 in cash in my safe, comprised of 30
16 sterling and 20 Irish. Now, we know you didn't do that. And I'm just
17 wondering why it is that you gave the account that you did of the cash being in
18 your account until the first expenditure of it when in fact it had gone through
19 the exercise that I've just mentioned to you. Is there any explanation as to
12:35:25 20 why --

21 A. The only explanation of that was the best of my recollection at the time.
22 As I said previously to you, I had tried to find out what precisely what
23 amounts -- I did recall that I had changed money into sterling. I didn't have
24 a record of that. If I did have a record of that I would have discovered
12:35:42 25 that. And I didn't have the break down of the figures. I only had the Irish
26 pound amounts of the figures in the bank. So I didn't know precisely when I
27 changed that. So the information I gave was the completest information I had
28 at that stage to the best of my recollection.

29
12:36:00 30 JUDGE FAHERTY: Mr. Ahern, can I just ask you? You say you had a recollection

12:36:04 1 and before the break you were at pains to point out regarding when Mr. O'Neill
2 was asking you about discovery. That you had in the letter of the 7th of
3 February, I think it was said you had transferred money to Ms. Larkin's
4 account, isn't that?

12:36:19 5 A. That's correct.
6

7 JUDGE FAHERTY: Isn't that correct? You didn't give any further details but
8 you had that obviously you had that recollection. Because you say now whether
9 or not that was discovery or not, I'm not pursuing at this moment. But you had
10 put that down in black-and-white.

11 A. Yes.
12

13 JUDGE FAHERTY: And you are now telling us that you had a recollection that
14 you had transferred or that you changed the money into sterling. And in light
12:36:46 15 of that answer, why wasn't that narrative or that two lines put into that
16 letter as your response to the question set out in the Tribunal letter?

17 A. Well what I was doing in that note, this is the note in the letter with the
18 discovery of the 7th of February.
19

12:37:06 20 JUDGE FAHERTY: No, no, no, I'm only making the comparison, Mr. Ahern.

21 A. Sorry.
22

23 JUDGE FAHERTY: You hadn't discovered it but you had made reference to it.

24 A. Yes.
25

12:37:15 26 JUDGE FAHERTY: In relation to the money you say you converted into sterling
27 at some point after Celia Larkin withdrew the 50,000, you tell us that, as I
28 understand it, that you did recall that you changed money into sterling?

29 A. Yes.
30

12:37:30

- 12:37:30 1 JUDGE FAHERTY: But you didn't. I'm just asking you. You didn't see fit to
2 put that, the extent of that recollection into this reply that your solicitor
3 was furnishing to the Tribunal I think sometime in February 2007?
- 4 A. Well I, the recollection that I referred to, to which you are asking me about.
12:37:53 5 What I endeavoured to do was to find from the bank if any of those amounts were
6 sterling. And I was not able to get from the bank that any proportion or in
7 the back up sheets that they gave me that any amounts were sterling. So while
8 I had a recollection of it I was not able to trace those in the accounts. And
9 not until, not until we finalised that at the interview in whenever it was,
12:38:19 10 early April.
11
- 12 Q. 274 MR. O'NEILL: Mr. Ahern, I want to explore with you the question of your
13 recollection immediately prior to the writing of this letter on the 27th of
14 February 2007, as to your foreign exchange engagements with any bank. And in
12:38:42 15 dealing with the 50,000 pounds cash which had been returned to you, do I
16 understand you to say, that when you directed your mind to what you did with
17 the 50,000 pounds cash, which you had been given on the 19th of January. You
18 at that point recollected that you had used some portion of that for the
19 purpose of purchasing sterling. Do you understand the question?
- 12:39:06 20 A. That's correct, yes. That was my recollection.
- 21 Q. 275 And I think when we started the examination this morning you confirmed to me
22 that the only significant transaction in sterling which you have ever conducted
23 was the purchase of 30,000 pounds in sterling, on a date which you cannot
24 recollect but is somewhere between January and March of 1995, isn't that so?
- 12:39:28 25 A. Yes, and is something of the order. I can't be precise about the amount but
26 roughly that amount.
- 27 Q. 276 Yeah. So is that the incident, that is that came to your recall when you were
28 recounting or recalling the events in connection with the 50,000 pounds
29 sterling, that it was this major purchase of sterling by you that would account
12:39:51 30 for some of the expenditure of the 50,000, is that right?

12:39:55 1 A. Yes. Because it -- I thought that the final amount that my recollection was
2 not around the 10,000 in June. My recollection was that at the end, on the 1st
3 of December '95, that when I did the final balance with Michael Wall of what we
4 had spent during the course of the spring and the summer the autumn of 1995,
12:40:20 5 mainly around June and July and August, that some or part of that was sterling.
6 And that was the figure that was particularly focused in on because that was my
7 recollection. But I was not able to find from the bank or based on any of the
8 figures from the bank that that actually was sterling. But that was what I was
9 trying to check.

12:40:43 10 Q. 277 Well, so you recollected the fact of there having been a substantial purchase
11 by you of sterling at the time. And that that was funded from the 50,000 Irish
12 cash, which was returned by Celia Larkin. By Celia Larkin rather. But you
13 didn't know the precise amount of it, is that correct?

14 A. Not the precise amount but I ... sorry.

12:41:09 15 Q. 278 Sorry. I cut across you there. You wanted to qualify that. I was asking you
16 whether you agreed that you didn't remember the precise amount and you were
17 then replying on that basis?

18 A. Yes.

19 Q. 279 What was the reply?

12:41:22 20 A. The reply was, I said that my recollection was that on the 1st of December,
21 when I was reconciling the accounts that I had the sterling figure. I could
22 not recall precisely what that figure was or how much I had. And I was trying
23 to check with the banks to see what was the make up of those figures and I
24 wasn't able to get that information.

12:41:46 25 Q. 280 So are you saying that in advance of the response of your solicitor of the 27th
26 of February, which we see on screen here, that you were aware of the fact that
27 a substantial part at least of the lodgement which is the lodgement transaction
28 No. 5 on the chronology of events, that that was either substantially or
29 entirely a sterling amount?

12:42:10 30 A. I had that. I had that view earlier on but my efforts to try to find was that

12:42:19 1 sterling with the bank's proved impossible, that's the point I'm trying to
2 make. So I don't think it was focused in then any more than I was earlier.
3 But what I tried to find out is that what I did on it, I wasn't able to find
4 that out.

12:42:32 5 Q. 281 But you were looking specifically you say, Mr. Ahern, in February of this year
6 to try and rack your brains as to what amount of sterling you had actually got
7 for the transaction which you knew you'd carried out at some point of buying a
8 substantial amount of sterling, isn't that right?

9 A. Yes, yeah.

12:42:52 10 Q. 282 Right. Now, the opportunity I suggest to indicate to the Tribunal that your
11 recollection had been jogged in some way so as to allow you to believe that
12 there was a substantial expenditure from the 50,000 pounds, which went towards
13 purchasing sterling was in the letter which your solicitor wrote on the 27th of
14 February 2007. And could I draw your attention on page 22326, to what you said
15 in connection with the 19,142.92 pounds lodgement, which I think you say is the
16 one which was probably sterling on that analysis.

17
18 You say "Following the completion of the work it was not necessary to hold the
19 remaining cash. In this context I refer to the statement earlier in your
12:43:43 20 letter, that Ms. Larkin did not return a balance of 19,142.92 or any sum to
21 Mr. Ahern having completed any of her expenditure upon 44, Beresford Avenue.
22 It is important to note that this amount represented the balance of the
23 original 50,000 pounds remaining in Mr. Ahern's possession after the various
24 transactions".

12:44:06 25
26 You see that?

27 A. Yes. And that is correct in that sense.

28 Q. 283 That is not correct unless one is saying that the purchase of the sterling
29 transaction of 30,000 pounds did not involve the 19,142.90 pounds because if
12:44:28 30 the transactions which involved the expenditure of the 50,000 pounds included

12:44:34 1 the purchase of 30,000 pounds sterling, this 19,142 pounds lodgement was in
2 fact one of the transactions which took place in spending that money. It was
3 spent to buy 30,000 pounds and this expenditure resulted in a sum of 20,000
4 pounds sterling being unspent. That is the correct sequence of events, isn't
12:45:01 5 it?

6 A. Well, the sequence of events is that I had 50,000 pounds.

7 Q. 284 Yes.

8 A. I withdrew 50,000 pounds, I changed some of that somewhere, I'm still precisely
9 tracking and endeavouring to do that. And I then used that sterling, parts of
12:45:25 10 that sterling to pay bills that were outstanding and I used the Irish Pounds
11 amounts to pay bills that were outstanding. And the remaining amount, which I
12 thought was either made up partially of sterling and Irish Pounds, I think
13 subsequently found out that it was all sterling from your own calculations, I
14 wasn't able to get those calculations. That I then re-lodged that amount. But
12:45:51 15 it was part of the 50,000. I didn't have any other money. I had 50,000,
16 changed some of it, paid some of it in sterling, paid and have very well the
17 exact amounts, I paid 10,000 in sterling on the 22nd of June, I paid 9,655 on
18 the 24th of June, I paid off the 3,000 loan, I paid the 7,050 on miscellaneous
19 and I put back the 20,000. And that comes to about 49,700. But that is the
12:46:19 20 money in the sequence of what happened in 1995.

21 Q. 285 Yes.

22 A. Now, I -- you -- I've no difficulty in saying if I had have been certain that
23 that was sterling and if I had have put that in the letter of the 27th of
24 February, what Judge Faherty asked me and that would have been helpful. The
12:46:38 25 reason I didn't do that, Justice Faherty, was I didn't have the evidence to
26 show that it was sterling. This was my recollection in 2006, 2007 of what
27 actually happened in the early months of 1995 and I didn't have that
28 recollection. But I did thought that I had changed money. If I had records
29 from the bank, if I had been able to trace it easy I would have, but I hadn't
12:47:04 30 got the record.

- 12:47:05 1 Q. 286 I think you'll agree with me, Mr. Ahern, that the 50,000 pounds Irish cash that
2 was given book to you by Ms. Larkin on the 19th of January 1995, ceased to be
3 50,000 pounds in cash once it was converted into sterling. And you now had
4 20,000 Irish and 30,000 sterling, isn't that correct?
- 12:47:25 5 A. Yes, or thereabouts.
- 6 Q. 287 Or thereabouts. If you are accounting for the expenditure of 50,000 pounds
7 Irish, the first thing you would say in the event that you're accounting for
8 that is that you'd spent it and you now had 30,000 pounds sterling and you'd
9 20,000 pounds Irish, isn't that right?
- 12:47:43 10 A. Yes but --
- 11 Q. 288 Right. We don't find that from this letter. And if we move on perhaps to how
12 you dealt with the other query that was raised in connection with the 28,772.90
13 pounds, which was the question in the letter of the 9th of February. We see
14 your response to that again this is a letter dated on the same day as the
12:48:08 15 earlier letter but it came separately. It's at page 17889 at .6.
16
17 "In December 2004, Mr. Ahern transferred to Ms. Larkin the sum of 50,000
18 pounds. Around the same time Mr. Wall also transferred a sum of 28,772.90
19 Ms. Larkin. These monies were lodged in two separate accounts". Okay?
- 12:48:36 20 A. Yes.
- 21 Q. 289 Now, this is the first occasion upon which you give your account of the Wall
22 monies which were given to you in your office on the 3rd of December of 1994,
23 isn't that right?
- 24 A. I think so, yes.
- 12:48:55 25 Q. 290 And what you say is "around the same time Mr. Wall also transferred the sum of
26 28,772.90 pounds to Ms. Larkin. These monies were lodged into two accounts
27 opened by Ms. Larkin" isn't that right?
- 28 A. Correct.
- 29 Q. 291 In that account there is no reference to any involvement on your part in
12:49:19 30 receiving this money in receiving it at St. Luke's or in directing or assisting

- 12:49:26 1 Mr. Ahern -- Mr. Wall to have this money put into the account in the same of
2 Ms. Larkin, isn't that right?
- 3 A. No, I've replied to the questions just saying it's transferred to Ms. Larkin
4 the sum of 50,000. Mr. Wall also transferred the sum of 28,772 and giving the
12:49:46 5 account references.
- 6 Q. 292 Equally in this response here, there is no reference to the 28,772 comprising
7 in the main sterling or entirely sterling, isn't that right?
- 8 A. That's correct.
- 9 Q. 293 Right. And taken on its face you're not a party to any aspect of this
12:50:22 10 transaction. It was one directly between Mr. Wall and Ms. Larkin, isn't that
11 right?
- 12 A. But other than for what was agreed between Mr. Ahern and Mr. Wall that they
13 would jointly renovate, the present solution based on Mr. Wall doing the
14 structural work and I doing the interior.
- 12:50:37 15 Q. 294 Yes.
- 16 A. And obviously the two of us were working together.
- 17 Q. 295 Yes but the explanation you're giving here is for your own 50 separate and
18 distinct from Mr. Wall's, 28,000?
- 19 A. That's correct because my own 50 came from two bank accounts which we'd
12:50:55 20 previously gone through.
- 21 Q. 296 The information then provided to that point, Mr. Ahern, was such that the
22 Tribunal wrote to your solicitor indicating that it felt in the light of the
23 fact that it could not resolve its queries as to the sources of these monies,
24 that it would prove, it may helpful to the Tribunal's inquiry that an interview
12:51:25 25 with you should take place. And that interview took place on the 5th of April
26 of this year, isn't that right?
- 27 A. That's correct.
- 28 Q. 297 It took place shortly after the closing of the correspondence which we have
29 just opened, isn't that right?
- 12:51:36 30 A. That's right.

- 12:51:36 1 Q. 298 And in advance of that meeting, Mr. Ahern, we know that Mr. Peelo provided a
2 supplement to the information that he had provided in April of 2005, when
3 obviously the information available to the Tribunal and perhaps to him was more
4 limited than was now available, is that right?
- 12:52:03 5 A. Yes, well he did a subsequent document.
- 6 Q. 299 Right. And does that, is that subsequent document intended as the first one
7 was, to be your best account at that time of what these transactions were, from
8 following the money trail?
- 9 A. Yes, I think he prepared that document mainly based on his earlier document and
10 with the information that he now had, which I think he got in February I think
11 he got from Celia Larkin's statements, a copy of those in February. He makes
12 reference to that in that letter, the 28th of February, and then wrote it up in
13 a more detailed form. I think that was the purpose of the letter.
- 14 Q. 300 Yeah. Anything that Mr. Peelo had, Mr. Peelo got from you, isn't that right?
- 12:52:50 15 A. Well he got the information from the statements I think practically all I said
16 to you last week, I think so there was only one item on the original chart that
17 I changed where he had mixed up one figure, all of the rest he took straight
18 from the banking information and from most of this chart is obviously the
19 figures are straight from the bank statements.
- 12:53:14 20 Q. 301 And --
- 21 A. And from Celia Larkin's bank statements.
- 22 Q. 302 The bank statement information which had been provided by the bank to you,
23 Mr. Ahern, starting in January of 2005, and running through to 2007, did not
24 provide any further detail as to the source of the monies, isn't that right?
- 12:53:38 25 A. It didn't, which monies?
- 26 Q. 303 Any of the bank documentation provided to you in the process that we have
27 covered of the provision of banking information, it did not assist. It did not
28 provide any new information to you from the time Mr. Peelo did his report in
29 April 2005, to his subsequent report in 2006. It's operating off the same
12:54:08 30 information, isn't that right?

- 12:54:09 1 A. Well, well, not to me because all of the information that he has in that
2 report, which I think was the 20th of March, is based from the statements of
3 Celia Larkin, which we wouldn't have had when we were doing the first report.
- 4 Q. 304 I'm not sure why you get the date the 20th of March, Mr. Ahern. The first
12:54:29 5 report of Mr. Peelo's was. Oh, sorry. The first report of Mr. Peelo's was one
6 prepared on the 20th of April of 2006, isn't that correct?
- 7 A. That's correct.
- 8 Q. 305 All of the information that was provided to Mr. Peelo at that time was
9 information which had been discovered to the Tribunal, isn't that right?
- 12:54:53 10 A. Yes, from the bank accounts and the Tribunal.
- 11 Q. 306 From the bank accounts and from your discovery. All of your discovery
12 documentation it is stated was provided to Mr. Peelo for the purpose of his
13 preparing his report, isn't that right?
- 14 A. Yes, and to reply to the five lodgements that you, that the Tribunal were
12:55:14 15 asking about.
- 16 Q. 307 And at the time that that documentation was provided to Mr. Peelo, it was
17 indicated to your solicitors that that documentation provided no explanation as
18 to the source from which the lodgements came. It merely recorded how they
19 progressed through the available bank records at the time, isn't that right?
- 12:55:41 20 A. It didn't give any detail of the ... well that's not ...
- 21 Q. 308 Of the source.
- 22 A. Well, if you just look at the document, say, 15. 15,000 cash was part of the
23 22,000 pounds composite lodgement to Allied Irish Bank special savings account
24 00401-177 on the 30th of December 1993. A, this 15,000 provides six additional
12:56:10 25 cash contributions of 2,500 each from the following persons Dave McKenna, Jim
26 Nugent, Fintan Gunne Rip, Michael Collins, Charlie chalk Paddy Reilly. It
27 then.
- 28 Q. 309 Sorry, just if I could?
- 29 A. It then goes on to each of the categories.
- 12:56:26 30 Q. 310 Mr. Ahern, I'm trying to establish one thing with you. And I think it's been

12:56:31 1 acknowledged in correspondence between the parties. And certainly as far as I
2 know is not an issue between us. But that all of the documentation by way of
3 bank records from AIB and your own bank statements and your own discovery does
4 not provide an explanation for the transactions which are contained within
12:56:53 5 those records. It records what took place, it doesn't record what the source
6 was. And the source of the money is dependent upon the narrative that you have
7 given to Mr. Peelo, which allowed Mr. Peelo to tell us in his report what the
8 explanation is but the explanation is not, does not come from any of the
9 printed documentation. Do you understand what I'm putting to you?
12:57:20 10 A. I do but if I could just put what you've said and this is the reason why I
11 started reading. What you side was that Mr. Peelo's report didn't give the
12 source. I'm just giving you one section of the report where it gives precisely
13 the source. It is true to say that the bank documentation.
14
12:57:37 15 MR. MAGUIRE: Not on the screen.
16 A. Some of the bank documentation, the 15,000 there's two cheques and we know
17 about those 5,200.
18 Q. 311 MR. O'NEILL: I think --
19 A. I think it is not true to say that Mr. Peelo's report does not give the detail
12:57:53 20 of the source. That's the only point I'm making.
21
22 CHAIRMAN: But the point was. Hold on a second. Insofar as it does address
23 the source, that information wouldn't have been clear from the bank accounts.
24 A. I accept that.
12:58:09 25
26 CHAIRMAN: And that had to come from yourself.
27 A. Yes.
28
29 CHAIRMAN: Or Ms. Larkin or whoever.
12:58:15 30 A. Yes.

12:58:15 1
2 CHAIRMAN: But Mr. Peelo wouldn't have had that information from the bank
3 accounts.
4 A. Yes. I accept that, Chairman. Mr. O'Neill said that Mr. Peelo's report, he
12:58:25 5 didn't give any information of the source. It's only on that point. I'm not
6 arguing anything to do with the bank. But Mr. Peelo's report does deal with
7 the source.
8
9 Q. 312 MR. O'NEILL: I accept that the entire purpose of Mr. Peelo's report was to
12:58:38 10 provide an explanation as to where this money came from. And that explanation
11 is contained in page 17838 in relation to the 19,000 lodgement. And that
12 explanation I'm putting to you is wholly dependent upon the account, by that I
13 mean the narrative or explanation which you gave to Mr. Peelo because the
14 documents themselves don't provide an explanation, they provide the history of
12:59:13 15 the transaction?
16 A. Yes.
17 Q. 313 As going through the accounts. But that is not an explanation. Are we in
18 agreement on that point, Mr. Ahern?
19 A. It doesn't give it any more details other than what the amounts were.
12:59:24 20 Q. 314 Exactly. Cold figures going in and out of accounts.
21 A. In Irish Pounds.
22 Q. 315 Explanation as to source?
23 A. Yes.
24 Q. 316 And insofar as Mr. Peelo is giving an explanation. It is not as a result of
12:59:34 25 Mr. Peelo speaking with Ms. Larkin or Ms. Wall or anybody else, it is as a
26 result of detailed instructions from you, isn't that so?
27 A. Yeah or taking the -- or mainly taking the information from the individual
28 statements.
29 Q. 317 But all he can do from the individual statements, Mr. Ahern, is to show the
12:59:56 30 lodgement or withdrawal. That does not allow him to draw conclusion. The

13:00:02 1 conclusions, I'm putting to you, are all as a result of what you said to him
2 was the explanation for these transactions?
3 A. Well.
4 Q. 318 Any dispute on that?
13:00:12 5 A. I don't want to be arguing with you if I can avoid it but the report of the
6 20th of March, if I can just go -- he gives from chart one 5th of December
7 1994, lodgement 50,000 Celia Larkin, AIB account IL 11620-105. Then he
8 asterix' that down to the 19th of January, cash 50,000 withdrawn, returned to
9 Mr. Ahern cash kept in constituency safe. And on down, Celia Larkin open
13:00:40 10 account IL 11620031.
11 Q. 319 Perhaps we should put than that on screen?
12 A. 868471 from account.
13 Q. 320 Mr. Ahern are you reading from a document that has the number at the top of it
14 19636?
13:00:55 15 A. I'm reading from the account the report that you referred, to the second report
16 from Mr.
17 Q. 321 Yes.
18 A. From Mr, I don't have a number.
19 Q. 322 You don't have the Tribunal reference?
13:01:04 20 A. Sorry.
21 Q. 323 I think it's probably document 19636. We'll just put it on screen, it makes
22 your evidence a little more comprehensible. Is that it?
23 A. That's it.
24 Q. 324 Fine.
13:01:13 25 A. The point I'm making. That information is coming from, I think that's the
26 second page of it.
27 Q. 325 Yes. Do you want the first page?
28 A. Yeah, well the one I was quoting. It doesn't matter. It shows on that, that
29 the data he is taking is either from my accounts or from the accounts which he
13:01:31 30 obviously has on the second one when he prepared the second report on the 20th

13:01:43 1 of March of 2007.

2 Q. 326 2007.

3 A. From Celia Larkin's accounts. I mean, that's what's on that data.

4 Q. 327 Right. It's just coming up to one o'clock. I think we'll ...

13:01:51 5

6 CHAIRMAN: All right. It's one o'clock so we'll adjourn until two o'clock.

7

8 **THE TRIBUNAL THEN ADJOURNED FOR LUNCH.**

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THE TRIBUNAL RESUMED AS FOLLOWS AFTER LUNCH:

- 13:02:41 1
- 2
- 3 Q. 328 MR. O'NEILL: Mr. Ahern, just before the lunch break we were considering what I
- 4 would call Mr. Peelo's last report, isn't that right?
- 14:04:15 5 A. Correct.
- 6 Q. 329 And in that document there is reference to a date, the 20th March 2007, and I
- 7 would just like, if I could, to try and clarify with you when this report was
- 8 actually prepared, because we'll see from document 19634 that on the, this is
- 9 the front page of that document, you will see the date the 4th April '07 there,
- 14:04:43 10 and the document itself was provided that day to the Tribunal. The document
- 11 being that front page and the three pages behind it. I am suggesting to you,
- 12 Mr. Ahern, that this document represented the position as of the 4th April
- 13 2007. Now I know if we look to page 19635 which is the first page of the
- 14 contents of the document we'll see in the top corner there a reference "PTB
- 14:05:24 15 358" which is the Planning Tribunal reference to your file, followed by 20th
- 16 March 2007.
- 17
- 18 Now, this interview which was to take place on the 5th April, the day after
- 19 this report is dated, was arranged following a letter which was written to you
- 14:05:41 20 on the 2nd March 2007. And I'm suggesting to you that what is shown here as
- 21 the 20th March 2007, is not the date upon which the report itself was prepared,
- 22 but rather the reference, albeit in error, to the Tribunal correspondence to
- 23 you on the subject of a meeting. Does any of that make sense to you?
- 24 A. Well, your question is when do I think the report was presented.
- 14:06:10 25 Q. 330 Yeah because the report as you'll see on the front page, its dated the 4th
- 26 April of '07. The interview with you took place on the 5th, this document was
- 27 sent to the Tribunal on the 4th with a letter from your solicitor. Now its not
- 28 not brief but I can read if for you if it's of any assistance to you.
- 29 A. No -- well to the best of my knowledge the copy of the report that I had, which
- 14:06:38 30 is the same data was dated the 20th March from Mr. Peelo, and I know that he

14:06:43 1 sent that on the 21st March to my solicitor.
2
3 I would have been away that week. So arising as he says himself from the
4 letter of the 2nd March, I would reckon it was some time after the 2nd March,
14:07:00 5 because I went to the European Council the following week and then I was in the
6 United States. So if I had any input it had to be somewhere directly after the
7 letter of the 2nd March.
8 Q. 331 Fine. And I think that on the question of input, it follows, as a matter of
9 certainty that you must have had input in the preparation of this document
14:07:22 10 because it contains information over and above what had been contained in
11 Mr. Peelo's original report in April 2005, isn't that so?
12 A. Yes. The information shows the data from the, from Celia Larkin's accounts.
13 Q. 332 Okay, if we put on screen please page 19636? This document shows the
14 information in relation to what we are engaged in as item number five in the
14:07:58 15 items that were on the chronology that we started with today.
16
17 In the top right hand corner the 11th October 1994, loans totalling 16,500 plus
18 Manchester 8,338.49, that is the narrative that he gives, isn't that right?
19 A. Yes.
14:08:17 20 Q. 333 In that particular expression of the components of that lodgement there is no
21 reference to these being approximate sums of Irish or of sterling. They are
22 individually identified and the progression downward is to the lodgement of
23 24,838, I'm sorry I said that was the 5th, its the first rather than the fifth
24 of the series of transactions.
14:08:49 25 A. Its the first -- yes that's the first, the 24,838.
26 Q. 334 Its the first but it is providing the Tribunal with the information that
27 obviously Mr. Peelo believed to be accurate at that point in time. And in it
28 he is identifying the component parts of the Manchester and second goodwill
29 loan as being two elements, one 16,500 and the other 8,338.49 pounds, isn't
14:09:21 30 that so?

- 14:09:21 1 A. Yes. They are the same figures that he, I think he was more or less using from
2 his previous report.
- 3 Q. 335 Well as we know they are not.
- 4 A. Well it was an error in his previous report, yes.
- 14:09:31 5 Q. 336 Yes. But, independent of that, what he is not saying here is that the 16,500
6 pounds figure was an approximation only and that it might be 16,000 with a
7 balance of 500 going to the English side of the equation. That is the amount
8 represented by 8,338.49. He is talking here, he puts down two certain figures,
9 isn't that right?
- 14:09:57 10 A. Yes.
- 11 Q. 337 For what its worth.
- 12 A. He is putting it down as two certain figures here.
- 13 Q. 338 Exactly. Now, if we turn to the next page then, that's 19637 we see how he
14 sets out in a diagrammatic form, how the 50,000 pounds given to Ms. Celia
14:10:24 15 Larkin on the 5th December is dealt with?
- 16 A. Yes.
- 17 Q. 339 He shows the 50,000 going into the account and her bank account number there
18 and beneath that 19,000 January '95, cash 50,000 withdrawn and returned to Mr.
19 Ahern. Cash kept in constituency office, is that so?
- 14:10:42 20 A. Yes.
- 21 Q. 340 This is Mr. Peelo's first inclusion of the return of the funds to you, isn't
22 that right?
- 23 A. Yes.
- 24 Q. 341 He hasn't mentioned this in his earlier report, we dealt with that this
14:11:00 25 morning?
- 26 A. In the earlier report he shows the figure, he shows the 19,142.92 as a
27 lodgement on the 1st December.
- 28 Q. 342 Yes, I am asking you about the fact that the cash was withdrawn on the 19th of
29 January 1995. This is the first mention of that in your report by Mr. Peelo
14:11:18 30 isn't that right?

- 14:11:18 1 A. Yes, because I think as shown in the letter that we were looking at this
2 morning, of the 28th February, where it states that we have now received a
3 statement from Celia Larkin, so obviously he was doing that from those
4 statements.
- 14:11:29 5 Q. 343 What letter is this of the 28th April?
- 6 A. The letter this morning that we were looking at.
- 7 Q. 344 The 27th February letter from your solicitor to the Tribunal, is it?
- 8 A. Yes, I think it was the 27th or 28th.
- 9 Q. 345 The 27th letter is the one which offers the explanation. There are two on the
14:11:53 10 27th that offer explanations as to the component parts of the funds that were
11 being queried. The one that deals with the 50,000 pounds is page 22325, and on
12 that query number or response No. 2, Mr. Ahern, there, you see that? It says
13 "Yes it, became apparent to Mr. Ahern around this time that it would be more
14 convenient for the monies to be held in cash". You see that?
- 14:12:26 15 A. Yes.
- 16 Q. 346 That's the answer to the Tribunal query which was put on the 29th January,
17 which was asking you whether its correct to say that 50,000 was returned to you
18 and if it is correct to say so, why was it returned to you, that's the
19 explanation for it. "It became apparent to Mr. Ahern around this time it would
14:12:47 20 be more convenient for the monies to be held in cash." Okay?
- 21 A. But that wasn't the point I was making. The point I was making is, you were
22 asking where did he get that information from?
- 23 Q. 347 No. I was asking you to confirm to me that in, on page 19637, in Mr. Peelo's
24 report at the second item down, I am asking you to confirm to me that this is
14:13:16 25 the first mention by Mr. Peelo of the fact that the cash was withdrawn on the
26 19th of January 1995, and returned to Mr. Ahern, that's what it says, I am just
27 putting to you that that's the first time that Mr. Peelo's documentation
28 records the fact?
- 29 A. Yes.
- 14:13:37 30 Q. 348 Yes.

- 14:13:37 1 A. That's what you said and what I said, that's probably because he had got the
2 statements and the reference to -- in the letter this morning, I thought it was
3 the letter of the 27th of February made a reference that he, we now had the
4 statements. So therefore that's why he would have been putting that in. I am
14:13:54 5 just trying to find that letter, it was the letter of the -- I think the 27th
6 or 28th of February or 27th February.
7
8 MR. MAGUIRE: If its of assistance, Chairman, its the third page of the letter
9 of the 27th February which Mr. O'Neill was dealing with just a moment ago at
14:14:12 10 .13.
11
12 CHAIRMAN: What's the page number, do you know?
13
14 MR. O'NEILL: Page 17890.
14:14:19 15 .13 there, Mr. Ahern, does that help you in anyway?
16 A. Yes it does. Thank you. Its, it says there is "The bank statement have been
17 recently furnished to us by Ms. Larkin." I was saying that was why in a that
18 copy of the document which he prepared obviously a few days later in the
19 beginning of March, he would have been able to do that because he now received
14:14:45 20 the statements, that's the point I was making.
21 Q. 349 Right. So he now had three bank statements of Ms. Larkin's but all those bank
22 statements would say is that the money left Ms. Larkin's account on 19th
23 January 1995, isn't that right?
24 A. It would yes, because until I had seen those statements I actually thought that
14:15:04 25 money was in the accounts longer.
26 Q. 350 Sure. But that bank statement, the ones referred to on the screen here, they
27 would not show that the money was returned to you, isn't that right, they would
28 merely show the money left the account of Ms. Larkin. They show a withdrawal?
29 A. Yes.
14:15:23 30 Q. 351 Yeah. And it would be a matter for to you explain to Mr. Peelo, and I take it

14:15:30 1 you did, that when we look to Ms. Larkin's account and see the withdrawal on
2 the 19th January, that was money which came back to me, she gave it to me,
3 there is no paper that says that, but that's your explanation for it, isn't
4 that right?

14:15:44 5 A. Yes, and that's "19th January cash 50,000 withdrawn and returned to Mr. Ahern".
6 Q. 352 Right. Exactly. So if we go back to 19637? Where Mr. Peelo gives an account
7 here, which I say is the first account of the involvement of the 50,000 coming
8 back and that its returned to Mr. Ahern, he says that because you have so
9 informed him, isn't that right?

14:16:09 10 A. Yes.
11 Q. 353 And he goes on to say "Cash kept in constituency office" isn't that right?
12 A. That's correct.
13 Q. 354 That presumably is because he asked you what you did with the money when you
14 got it back?

14:16:22 15 A. Presumably.
16 Q. 355 Sorry?
17 A. Presumably.
18 Q. 356 Presumably, yeah. And in your response to him did you not say "I took it in
19 cash and I spent 30,000 of it to buy sterling and then with that 30,000
14:16:35 20 sterling I gave 10,000 of the sterling to Celia Larkin and I kept 20 and then
21 ultimately I lodged the 20 in sterling back to my bank account."
22 A. No, I didn't.
23 Q. 357 Isn't that right?
24 A. I didn't say that to him at that stage, no.

14:16:47 25 Q. 358 Now, at this point can you tell me why it is that you didn't tell him that?
26 A. Because at that stage I didn't know. I had a presumption that I had changed
27 some of the money back in from Irish pounds into sterling, but I wasn't certain
28 of that, I had checked it originally when I saw the odd amounts, the bank
29 weren't able to give me any assistance on that because they had only the Irish
14:17:11 30 pound equivalents. I forgot about it at that stage and left it be, because it

14:17:16 1 wasn't relevant to the questions I was answering. The question I was answering
2 did I receive any money from Mr. O'Callaghan, obviously when I was preparing
3 for the statements, I again looked again to see what was behind some of those
4 figures.

14:17:28 5 Q. 359 Was it the case that when you were talking to Mr. Peelo some time in early
6 March 2007, that you intended to tell him as much as you knew about the
7 transactions that had formed part of the correspondence between the Tribunal
8 and your solicitor as recently as the 27th of February of 2007, and in which we
9 saw this morning you had given an account of the monies and how they were
10 expended, do you understand?

11 A. That's -- I would have given him.

12 Q. 360 Right.

13 A. As much detail as I had at that stage, and I am sure probably even discussed
14 with him that I still thought that I did change some of this money, but that I
14:18:12 15 hadn't been able to prove that because I had no record of it and I was trying
16 to prove it with the bank.

17 Q. 361 Are you saying that you informed Mr. Peelo at this time of your belief that you
18 may well have purchased sterling at this time?

19 A. I think I may have, I can't be certain but I think I may have.

14:18:29 20 Q. 362 Could I suggest to you that insofar as he was embarking on an exercise which
21 involved accounting for these sums, that where they were unaccounted for sums
22 he would have included in his report that some of it may have been sterling,
23 had you indicated to him that you had a concern that some it have was sterling?

24 A. I think, to be frank, if he was doing it correctly he could only do it on the
14:18:53 25 basis of if I was certain about. As you know, Mr. O'Neill, you don't when you
26 are doing a set of accounts, put in probabilities or doubts or concerns, you
27 put in factual positions, so I don't think he would have done that.

28 Q. 363 Well the factual position we say "Cash kept in constituency office" isn't
29 correct because the money was taken from that safe in the constituency office,
14:19:16 30 it was brought to a bank, it was used to purchase sterling and that sterling

- 14:19:20 1 then came back in sterling form to the re-deposited in the bank. So its not
2 accurate to say that cash was kept in the constituency office in the bare way
3 in which its stated here, is that right?
- 4 A. No but I don't think either, and the, we are looking at it now at a period
14:19:38 5 where we are fairly certain what happened it at this stage we would not have
6 been at all certain of it.
- 7 Q. 364 I see.
- 8 A. And we would be examining to see what we did know actually happened, and
9 obviously when I got the letter of the 2nd March and preparing for the Tribunal
14:20:02 10 hearing, I would have done my best to prepare the figures and that was the best
11 at that stage, and I would have been trying to check again with the bank to
12 make sure I had the details as best I could.
- 13 Q. 365 Can we agree that it is likely that Mr. Peelo prepared this report after you
14 had been invited to attend a Tribunal interview and that the purpose of doing
14:20:18 15 so was to set out in simple terms as possible the best, your best knowledge of
16 these transactions so that you would be able to deal with these at the
17 interview?
- 18 A. Yes, he was setting out the data, I think after the letter of the 2nd March, he
19 says that himself, in reply to 2nd of March date. So he is obviously doing it
14:20:40 20 after that date. So there's no doubt about that and trying to put the
21 information based on his first report as based on now the statements and based
22 on his conversation with me.
- 23 Q. 366 Yes. And we see --
- 24 A. And the information that I had.
- 14:20:49 25 Q. 367 And we see at the very bottom of the page, the very bottom of the page sets out
26 the note where he sets out what happened the money.
27
28 "Starting with the 50,000 pounds cash on the 19th January 1995, Mr. Ahern
29 lodged the 11,743.74 pounds, plus 9,655 pounds, total 21,298.74 to Celia
14:21:11 30 Larkin, account number given. Other house expenditures were made in cash at

14:21:18 1 this time (circa mid-to late 1995). The remaining cash balance was lodged on
2 the 1st December to Mr. Ahern's already existing AIB deposit account as it was
3 no longer required."
4

14:21:30 5 That's the narrative summary of it, right? And in that there is no
6 qualification as to any of it being in sterling or being any sterling
7 component, isn't that right? The reason for had a that, Mr. Ahern, is ...

8 A. He didn't know, but in fairness, I don't want to be knocking your train of
9 thought off, but if I can say to you, what I was trying to do was get ready at
10 that stage, having sent all the details and answered the letters and gave, I
11 believe enormous detail to all of those individual questions, one of those
12 letters just looking over lunchtime about 27 questions on it, giving all of
13 those answers, preparing for the Tribunal. I mean there was no mention, the
14 fact whether it was foreign currency or not, made no difference to me at that
15 stage. What I was concerned is I had 50,000 pounds, it was in Celia Larkin's
16 account, I had transferred it there in, 28,000 from what I got from my special
17 savings fund, 22,000 from the accounts that I had from where friends had given
18 me money. I transferred that into Celia Larkin's account, I wasn't aware of
19 how the transactions worked out in her accounts. Remember these were 1995,
20 summer of 1995, I am here in the late 2006, spring of 2007, obviously I get the
21 statements as point number 13 is. Mr. Peelo is helping me, what I am concerned
22 is that I have my facts as best I have, so that I can present them to the
23 Tribunal.
24

14:23:15 25 So I mean I wasn't looking for anything else, other than that I did remember
26 the sterling amount, but in the totality of what I was doing, you know, I think
27 I was doing it as best that I could. I mean it wasn't the only thing I was
28 doing I can assure you.

29 Q. 368 Were you aware at this time that the Tribunal itself was pursuing detailed
14:23:36 30 inquiries of AIB bank to establish whether or not certain known combinations of

- 14:23:43 1 sterling at AIB rates of exchange equated to the amounts that were equivalent
2 to those lodged to your accounts?
- 3 A. No, I wasn't so aware at all. But what I was aware of, that I had given an
4 authority to the Tribunal dated the 27th May 2005, that allowed Allied Irish
14:24:04 5 Bank to disclose all the background documents in relation to any of the queries
6 that I had and that I had given a second authority under the cover letter of
7 the 7th March 2006, and that authority authorised AIB to disclose all
8 information in relation to any dealings that I had with AIB. And this waived
9 any confidentiality owed to me. So I had given the Tribunal full powers and if
14:24:32 10 you don't mind me saying, a bit more resources than I had to try and check this
11 information.
- 12 Q. 369 The contact was made by your office through Sandra Cullagh with the bank on the
13 10th March of 2007, to inquire about the background documentation to three
14 particular lodgements which are the subject of this inquiry, isn't that right?
- 14:24:54 15 A. That's correct.
- 16 Q. 370 Yes. And what prompted that inquiry at that point in time in relation to these
17 amounts, which we know to be sterling transactions?
- 18 A. The fact that I had received a letter to go before the Tribunal, and the fact
19 that you had prioritised the items, I was gathering all the information I could
14:25:16 20 and checking everything I could again.
- 21 Q. 371 Right. The prioritisation of those particular items had taken place a year
22 earlier in March, when they were specific -- sorry in relation to two of those
23 lodgements to your accounts, that is the 24,838.49 and the 19,142.92, that
24 prioritisation and identification of those had taken place a year earlier,
14:25:40 25 isn't that right?
- 26 A. Yes, it probably at least a year earlier.
- 27 Q. 372 Sure.
- 28 A. I would have looked at all of these issues in the autumn of 2004, in the first
29 instance, so it wasn't the first time that I went back looking at the items in
14:25:56 30 my accounts to try and find the banking information.

- 14:25:58 1 Q. 373 Yes. Again I am asking why it was that you were looking at these, was it in
2 the context that you believed them to be foreign exchange transactions?
- 3 A. As I stated earlier on, the last amount, my recollection is vague as it was or
4 specific as it was, that I had sterling when I completed the issue with Michael
14:26:20 5 Wall on the 1st December 1995, when I tried to check that with the bank I could
6 find no such information. I could find no such, because not that the bank
7 didn't try, the bank could only give me information that was in Irish pounds.
8 So then I assumed that perhaps I might have been wrong in that, forgot about
9 it, went on and did my other business, but whenever I received letters I tried
10 to answer to the best of my ability.
11
- 12 And when I was preparing for the meeting with the Tribunal in the beginning of
13 April, I obviously again with Mr. Peelo, some time after the 2nd March went
14 through the data again, obviously talking to the bank as I was, I talked to the
14:27:02 15 bank lots of times about these issues but on that particular occasion when
16 Sandra Cullagh would have been checking and I looked back on the earlier
17 entries. So that would have been the reason I would have been checking.
- 18 Q. 374 The question was, Mr. Ahern, whether or not in seeking information in relation
19 to these three particular lodgements, it was on the basis that you believed
14:27:20 20 them to be foreign exchange transactions, do you understand the question
21 firstly?
- 22 A. Well what I have said is in relation to the last one.
- 23 Q. 375 Yes.
- 24 A. I believe the other one, what was the other one? The 11,743.
- 14:27:33 25 Q. 376 Yes.
- 26 A. No because I didn't, other than that was an odd amount.
- 27 Q. 377 Right.
- 28 A. I didn't recall, and the other one was that? What's the third one?
- 29 Q. 378 The 19,142.92.
- 14:27:45 30 A. That was the one I always believed there was some element in it.

- 14:27:48 1 Q. 379 I will get the figure for you. Whilst that's happening, Mr. Ahern, if I can
2 just move forward to the meeting which took place the day after, the day upon
3 which this document was provided to the Tribunal, was there any information
4 which had been provided to you between the date that Mr. Peelo had prepared
14:28:13 5 this report for you and the meeting itself which allowed you to conclude that
6 any one of these transactions was in fact sterling?
7 A. No, I had no information. The banks were again not able to give me any further
8 information than they given me previously, of course this document I know you
9 said it was given to you the previous day.
- 14:28:37 10 Q. 380 Yes.
11 A. But I think it was prepared, well the session with me was prepared on the 20th
12 March obviously, but it was probably with me somewhere after the 2nd March, but
13 I was given no information and, other than what I still thought and what I
14 subsequently told you that I thought that the figure at the end, I didn't
14:28:55 15 remember any other figure.
- 16 Q. 381 Now, I think we know that in the course of the interview which took place on
17 the 5th April, the fact that you had had an involvement in the purchase of a
18 substantial sum of sterling emerged in the course of that interview, isn't that
19 right?
14:29:11 20 A. Yes I informed you of that.
- 21 Q. 382 Yes. I will just look to page 19769 please and question 403 you are being
22 asked about what took place in June 1995.
23
24 "Question: At a point in June of 1995 on the 15th June, she opened a third
14:29:34 25 account?
26 Answer: Yes.
27 Question: And into that account goes the sum of 11,743 pounds and some pence.
28 Answer: Yes.
29 Question: Isn't that right?
14:29:43 30 Answer: Yes.

14:29:45 1 Question: That money went into an account of hers on the 15th and is then
2 transferred to another account on the 22nd, a week later, isn't that right? Do
3 you know what the mechanics of that were?"
4

14:30:03 5 If we can stop just at that point, Mr. Ahern, this is questioning which is
6 specific to the fourth of the items that are the subject of this current
7 inquiry, isn't that right?

8 A. The 11,000.

9 Q. 383 Yeah. Its focused really on that is correct the questioning to this point,
14:30:08 10 then your answer to that is "Apparently -- apparently it was - I mean, she
11 ended up with four accounts. There was only a small amount of interest in one
12 of them. But apparently she wasn't able to get access, quick access to the
13 accounts. And when I had taken out the 50,000 pounds I had intended giving it
14 to Mick Wall. I had changed some of the 50,000 into sterling. So I think some
14:30:33 15 of the money that I put back into the accounts was in sterling. And the final
16 amount was certainly sterling, or if not all of it, the bank can confirm that.
17 So I had taken the money out, put some of it into sterling. She wanted to get
18 access to it. When I put in the lodgements of the 11,700 and" and then we go
19 onto the deal with the 11,700 and query 409:

14:30:58 20
21 "So when did the sterling transaction take place? I am trying to understand
22 now that we see 50,000 pounds come back to you on a date about the 27th
23 January" and that was a wrong date because the bank record suggested it had
24 done.

14:31:13 25 "Answer: Mm-hmm.

26 Question: And the money, we're told, remains in your bank until, sorry in your
27 safe I should say, until the 1st of these payments comes out.

28 Answer: Yes.

29 Question: Which is on the 15th June and that's the 11,743. How much and where
14:31:28 30 and when did you change any part of the 50 into sterling?

14:31:32 1 Answer: Well what I intended when I took it out, mm-hmm.

2 Question: Mm-hmm.

3 Answer: I was going to give it all or partially back to Mick Wall. I was

4 certainly going to give him some of it. I was going to give some it have over

14:31:46 5 for what the house cost would be. We had estimated it that it was going to

6 take about 50,000 to do up the house. We couldn't do that until we got our

7 hands on the house. And I intended giving him over something, I was going give

8 it over to him in sterling.

9 Question. Why would you give to him in sterling?

14:32:01 10 Answer: Well he operated in sterling.

11 Question: But he'd have to spend here on the house in punts.

12 Answer: I was giving it over to him and then I didn't, so when did I change

13 it?"

14

14:32:12 15 I think it then goes into queries when it was changed you couldn't ascertain

16 when it was, though you speculated it was some time between January, February

17 or March of that year, isn't that right?

18 A. Yes.

19 Q. 384 So it was in that exchange that it came to your mind that there had been a

14:32:31 20 purchase of sterling and it was a substantial sterling sum?

21 A. Yes.

22 Q. 385 I am wondering what is it that in that exchange when we are you are being

23 questioned about the 11,743 pounds that prompted to you say that there was a

24 sterling purchase at that time, because could I suggest to you that you had

14:32:46 25 obviously been questioned by Mr. Peelo about the 11,743, when he was preparing

26 his report. If we revert to page 19637 you will see where he deals on that

27 page with that sum specifically as one of the expended amounts, do you

28 understand?

29 A. Mm-hmm.

14:33:06 30 Q. 386 And he deals with it in the narrative as well where he adds it together with

14:33:11 1 another sum. So what is it that caused you on the 5th, to indicate or to
2 reveal or disclose or state to the Tribunal that there was this sterling
3 purchase?
4 A. Well I go back over this again. What I stated earlier on, it was my view that
14:33:30 5 somewhere after I took out the 50,000 that I changed a portion of that to
6 either give back to Mick Wall or to let Mick Wall carry out the work himself
7 and I did that for a number of reasons. I was no longer going to be elected
8 Taoiseach and whether I was going to continue on with the process of renting a
9 house or just stay where I was or whether I was going give him the money and
14:33:57 10 let him deal with it I had to get on and rebuild Fianna Fail around the
11 country. It didn't matter I was thinking of giving him the money. I didn't
12 subsequently, and the reason I didn't give it to him was he had had the
13 accident and then he didn't -- he didn't come back over here so I just went on
14 with the arrangement as was. That's why I changed it.

14:34:15 15
16 Now I believed at the start that did I do that but when I tried to check my
17 records I hadn't a record that did I change the 30,000 or thereabouts 30,000,
18 and I didn't have a record that the 19,142 which is the amount that I believed
19 was a sterling amount or partially sterling amount, I couldn't get any records
14:34:37 20 of that. And that remained in my mind right through, but when I wasn't able to
21 substantiate it, I didn't include it in Mr. Peelo's report and that was the
22 reason. But I still had a view that I did change it.

23 Q. 387 So there was no trigger factor that you are aware of that caused you, within
24 the time Mr. Peelo had prepared his report and this interview, your mind hadn't
14:34:59 25 been jogged if I put it that way, in the interim, is that your evidence?

26 A. Well obviously with the delight of coming to see you I was jogging my mind as
27 best I could, Mr. O'Neill, I was doing my best to go through all the records
28 and to jog my mind best I could. But there was no trigger.

29
14:35:19 30 And if, if I think I know what you are coming at, did the bank give me some

14:35:25 1 records because you have just said that you were examining it, well I knew you
2 were examining it because I had given you the authority to do it, but the bank
3 didn't give me any data. In fact to this day I can't get information out of
4 the bank, but that's neither here nor there.

14:35:38 5
6 CHAIRMAN: But Mr. Ahern, would you not have remembered buying 30,000 sterling?
7 A. Well I had a recollection, I should first of all, Chairman, say I hope that I
8 am still telling the right thing, that it was thereabouts 30,000 because I
9 haven't been able to track that down and I am trying to do that. Whether did I
10 that myself or whether I asked somebody to do it for me, but I haven't got the
11 records it have, but I did believe that at the final sum, the 19,142, at the
12 start when I was doing the discovery and when I was going through all the
13 statements, I thought that that was a figure that I had in sterling. I tried
14 to check that with the bank and the bank then and later were fairly adamant
15 from the information that they had, that it was an Irish pound amount and they
16 had no record in their back-ups for sterling.

17
18 So if, in hind sight if I had written down all my suspicions, but that's all
19 they were. I had no facts to base, I had no records myself and I had no
20 records from the bank. What I did ask the bank about that, obviously on the
21 10th March, but on subsequent occasions, I had no record of it.

22
23 CHAIRMAN: But I can understand why you'd want to see the bank records to find
24 out the exact date, but the very act of purchasing 30,000 in sterling which
25 would have been a pretty unique event in your life, surely you wouldn't have
26 forgotten that? You mightn't remember the precise date, but you wouldn't
27 forget the event?

28 A. No, and I didn't. But its one thing me having a memory that I changed some of
29 it and hadn't got a record about it, either how did I use it when I changed it.
30 And I thought I used it in the last figure, now subsequently it came out and I

14:37:33 1 said this to the Tribunal, it was I told the Tribunal in the private hearing
2 that I believed that the last figure was either all or part, and I stated that
3 using the remit rates of the bank for that date and the Central Bank figures,
4 that didn't add up, I put that on the record.

14:37:50 5
6 But I had not got a record to say to me that definitely I changed the sterling.
7 It was my recollection, but it was also my recollection that the 50,000 that I
8 took out in January, that I didn't take that out until June. So the level of
9 perfection, Chairman, that I put to my mind is not that -- not that I did
10 anything wrong with this, I had 50,000 I took it out, I changed some of it to
11 sterling, I spent it on the house, I re-lodged it back. I wasn't focusing my
12 examination on the fact was this sterling, I was focusing my examination in
13 answering the Tribunal's questions and seeing did I get anything from Owen
14 O'Callaghan. That's where my mind was at.

14:38:34 15
16 CHAIRMAN: All right.

17
18 JUDGE KEYS: Sorry, Mr. Ahern, could I just ask you another question in relation
19 to that transaction? Would you not have to notify the bank in advance if you
20 are going to purchase such a large sum of sterling?

14:38:43 21 A. You would because the banks normally wouldn't have it and that's -- I think
22 that's part of my difficulty in trying to track down the amount, whether I did
23 that in, whether it was done in instalments or whether did I it through the
24 bank at all. I have tried to track it down in some of the financial
14:39:07 25 institution that is I normally use or one that is were beside me, but you would
26 have to, you couldn't walk in and just change it.

27
28 JUDGE KEYS: Yes, you would have to book it in advance in other words?
29 A. Yes.

14:39:18 30

- 14:39:18 1 JUDGE KEYS: You have no recollection of that?
- 2 A. No I don't. But it is very likely, Justice Keys, that as in a lot of these
- 3 things around that time, I would have been out around the country and would
- 4 have given to somebody to do on my behalf.
- 14:39:30 5
- 6 Q. 388 MR. O'NEILL: Just moving through the interview process, Mr. Ahern, would you
- 7 agree with me that it was in the course of the interview that it was revealed
- 8 to the Tribunal for the first time that you had purchased 30,000 pounds in
- 9 sterling, or your belief was that it was 30,000 pounds in sterling, it was your
- 10 belief in the course of the interview that the lodgement which is item number
- 11 four of 11,743.74 was represented by 10,000 pounds in sterling, that was
- 12 discussed and agreed at the meeting, isn't that right?
- 13 A. That was discussed. But if you recall, well I don't expect to you recall, but
- 14 looking at the text, it was my belief that the final sum would have been
- 15 sterling or partially sterling. I think the other sum, the 11,000 -- it was
- 16 you informed me that the break down of that was 10,000 and 2,000, I didn't have
- 17 those figure.
- 18 Q. 389 Yes but you don't dispute it you acknowledge that that was the situation?
- 19 A. I am not disputing either of those. We had that discussion and we agreed that
- 14:40:43 20 the 19,142 was 20,000 sterling. And we agreed that the 11,743 was 10,000
- 21 sterling and 2,000 Irish, we agreed that.
- 22 Q. 390 Yes. We agreed that and my question to you was whether you would agree with me
- 23 that this is the first occasion upon which this information was provided or
- 24 agreed by you as being accurate, isn't that right?
- 14:41:04 25 A. That's correct. And the reason for that was that you had all of the rates
- 26 which you were able to get from the bank and I wasn't, which were able to show
- 27 what you the calculations were.
- 28 Q. 391 The reason why we were able to get it was because of an exercise carried out by
- 29 the Tribunal using information provided by Allied Irish Bank, which would
- 14:41:28 30 indicate that if you applied the particular rate to round sum figures you end

- 14:41:34 1 up with the 10,000 sterling figure, and when one looked to the background
2 documentation to the particular lodgement of 11,743, it was apparent on the
3 face of that document that it comprised two components. One of 2,000 pounds
4 and the other a sum of 9,743 and they equated exactly, but the Tribunal of
14:41:59 5 course couldn't know that because it didn't carry out the transaction, it was
6 not a party to it and no witness or no person involved had given evidence to
7 the Tribunal that this was a sterling sum. So this was reached by a process of
8 deduction by the Tribunal, which was agreed by you, isn't that right?
- 9 A. Well almost, almost correct.
- 14:42:22 10 Q. 392 Almost. Correct me if you feel that there is anything unfair or inaccurate.
- 11 A. Well the last sum, as I said it was my view from the very start back when I was
12 in discovery.
- 13 Q. 393 You are talking now about the 19,000?
- 14 A. 19,142.72.
- 14:42:37 15 Q. 394 Right could we just focus on the 11 for a moment?
- 16 A. Well on the 11, I never got from the bank the break down of the 11,743. It was
17 you told me the break down of the 11,743 was 10,000 and 2,000. I hadn't got
18 that background. I had other sheets from them on that amounts.
- 19 Q. 395 You are saying you didn't get that lodgement docket in the discovery process?
- 14:43:02 20 A. To the best of my knowledge I didn't.
- 21 Q. 396 I see. I will check that. In any event, Mr. Ahern, at the conclusion of this
22 process of interview there obviously was information which when we review page
23 23277, effectively was your definitive response to each of these transactions
24 as having a sterling component, isn't that right, for the first time in other
14:43:29 25 words we learned of all these having sterling elements, as are shown on the
26 face of the chronology, isn't that right?
- 27 A. Well on the -- on No. 1 we had already known that.
- 28 Q. 397 Yes.
- 29 A. But on number four and number five --
- 14:43:46 30 Q. 398 Well two, three, four and five I suggest, they are sterling element is

14:43:53 1 disclosed here?

2 A. Yes.

3 Q. 399 And I suggest to you that that was only a matter which could be said with any

4 certainty at the conclusion of the interview on the 5th April of this year,

14:44:03 5 isn't that right?

6 A. I think --

7

8 MR. MAGUIRE: Chairman, just a point --

9 A. One and two would have already been dealt with.

14:44:09 10

11 MR. MAGUIRE: On a point, Chairman, just in respect of the fourth on the actual

12 chart that's on the screen at the moment, the first time that the information

13 was sought about that or was indicated was earlier this year, in January of

14 this year, it was not 2005 or 2006.

14:44:28 15 Q. 400 MR. O'NEILL: I haven't suggested otherwise. I said that the first time that

16 this document, this item, four, is identified as being a sterling amount is

17 after the conclusion of the interview on the 5th April of this year and I'm

18 putting that to you as a fact, Mr. Ahern. Do you dispute that the first time

19 that the Tribunal was informed that this sum was a sterling amount by you was

14:44:55 20 in the course of that interview?

21 A. Well as I said --

22 Q. 401 Albeit on the basis of the material which was put to you by the Tribunal about

23 the exchange rates?

24 A. Yes, on that particular one and number four, the back-up sheets and I am almost

14:45:09 25 certain about this, I'd have to look at the letters again but I am almost

26 certain, that the back-up sheets I got from the bank of that just showed

27 11,743.74 in Irish amounts, and though I had asked as I did in a range of these

28 numbers, not just these five amounts but several others, was there a sterling

29 component and over a period I had found out that for one reason or another

14:45:30 30 there were odd amounts with nothing to do with sterling, but in this particular

14:45:35 1 one you were able to tell me that the break down of that was 10,000 and 2,000,
2 I had not got that documentation. And I agreed with you that that 10,000
3 sterling was part of the sterling that I would have put in.

4 Q. 402 Just to deal with the specific intervention of your counsel. Do you agree with
14:45:56 5 me that it was only on the 5th April this year, that you were acknowledging
6 that the sum of 11,743.74 comprised a sterling content of 10,000 pounds
7 sterling, the answer to that is either yes or no, Mr. Ahern, and I'd like to
8 you answer?

9 A. I understand that that was the first time.

14:46:20 10 Q. 403 I'm sorry?

11 A. I think that was the first time to the best of my knowledge.

12 Q. 404 Thank you. Now, I had endeavoured to review the five transactions that we see
13 on the page here, the initial information which was given by Mr. Peelo's report
14 to the Tribunal in respect of No. 1 was given in April 2005 and it indicated
14:46:42 15 that there was a --

16

17 JUDGE FAHERTY: Mr. O'Neill, I think its 2006, I think.

18 Q. 405 MR. O'NEILL: I beg your pardon, it was April 2006. That spoke of the sterling
19 element of that lodgement, isn't that right? We needn't go into the detail of
14:46:58 20 which it was --

21 A. The sterling of which?

22 Q. 406 I am talking about Mr. Peelo's first report of the 20th April of 2006, that
23 document outlined that the lodgement of 24,838.49 had a sterling element to it,
24 isn't that right?

14:47:14 25 A. Yes, yes.

26 Q. 407 Yes. In respect of the other documents, could I suggest to you that from the
27 point of view of receiving information from you, the information in relation to
28 the other four transactions and their sterling content arose as a result of
29 information provided at the interview process. You were in a position, if we
14:47:38 30 take No. 2 for example?

14:47:39 1 A. Well in relation to No. 2, the information on that was not given by me, I think
2 you said this morning that you had interviewed Celia Larkin on the 14th June of
3 the previous year, so I presume it was at that interview. I didn't give that
4 you information.

14:47:55 5
6 The purchasing of the sterling, yes, I gave that you information. The 10,000
7 you gave me the information and I agreed with it. And number five, I gave you
8 the information.

9 Q. 408 The information I am asking you about is the information that you provided to
14:48:10 10 the Tribunal. You provided information, I'm not talking about information from
11 Ms. Larkin or from Mr. Wall, I am talking about information from you, until the
12 interview on the 5th April, you had not indicated that the 28,772.90 was a
13 foreign currency amount. You had indicated that it was a sum given by Mr. Wall
14 to Ms. Larkin without reference to a sterling content, we saw that in the
14:48:38 15 document a little earlier?

16 A. Yes that was Mr. Wall's money, as I said, I don't know what information I gave
17 you, but it was --

18 Q. 409 Well you gave us only a limited amount of information, Mr. Ahern, and we have
19 dealt with it in some detail because its important to know what information you
14:48:52 20 provided.

21
22 The only information you provided in relation to that 28,772 lodgement was in
23 your reply to the query raised in correspondence by the Tribunal, and it was
24 answered by your solicitor at page 17889 at queries six by saying "Around the
14:49:16 25 same time Mr. Wall also transferred 28,772.90 to Ms. Larkin".

26
27 That was a response on the 27th February of this year, no further detail was
28 given by you to the Tribunal, that this represented a sterling sum. That's a
29 fact. Okay? So I am trying to establish with you whether or not you are
14:49:40 30 agreeing with me that this information, coming from you, came from you in the

14:49:52 1 first instance at the interview, and I think that is established already, but
2 if you want to qualify it please do?

3 A. I don't think I gave you any information about Michael Wall's account except
4 maybe when you asked at the interview, but I don't recall giving you any
14:50:01 5 information before that.

6 Q. 410 Well I have just indicated to you and its on screen the information which you
7 gave to the Tribunal in relation to Mr. Wall's provision of money to you at
8 St. Luke's, it was limited to what we see on screen here, until the interview
9 process took place?

14:50:18 10 A. Right.

11 Q. 411 Fine. Now following upon this, Mr. Ahern, and most recently, you have had time
12 to reflect on the circumstances of each one of these five lodgements and you
13 have had the benefit of being circulated with the brief of documents from the
14 Tribunal, which contains all the documentation which has been opened with
14:50:43 15 witnesses over the period of time in July and earlier this year, dealing with
16 the specific lodgements and the circumstances of them insofar as the bank
17 witnesses were aware of the circumstances of them, isn't that right?

18 A. That's correct.

19 Q. 412 And I think you'd agree with me that whilst these lodgements of some 66,000
14:51:06 20 pounds, sorry these transactions involving 66,000 or 68,000 pounds sterling in
21 this 13 month period were all transacted through AIB bank. The AIB bank
22 witnesses with whom you dealt, and I'm talking now about Mr. Murphy essentially
23 who was the only person who acknowledges that he actually had face-to-face
24 dealings with you. They have no recollection of any one of these transactions,
14:51:32 25 isn't that right? As regards the sterling element of any lodgement?

26 A. I think -- I think if I recall, I may be subject to correction, I thought
27 Mr. Murphy did recall the sterling element in one of them.

28 Q. 413 Yes, I think he indicated he remembers having two bundles of currency, he can't
29 say what date and what time, but he has a recollection that at some stage he
14:51:58 30 had two bundles of currency, and one might be sterling and the other punts but

- 14:52:01 1 he was not in a position by reference to any one of these lodgements or any one
2 of these transactions, to indicate that he had a recollection of receiving
3 money from you or otherwise. He was prepared to accept that if you said that
4 you had a transaction with him it could well have happened?
- 14:52:18 5 A. Yes.
- 6 Q. 414 But he was not in a position to tell the Tribunal of his own knowledge, of any
7 dealings he had with you in relation to a foreign currency amount?
- 8 A. (Nods head)
- 9 Q. 415 That I think is reflected in the fact that AIB bank was unable to confirm to
10 the Tribunal that any sterling amount had been transacted in the bank,
11 notwithstanding the presence of foreign exchange department stamps on a number
12 of the transactions which were involving your account, isn't that right?
- 13 A. That's right.
- 14 Q. 416 So that the question of there being foreign exchange transactions at all is
14:52:57 15 something which could not be confirmed by the bank, they subsequently
16 acknowledged, once you had given evidence or once you had indicated in your
17 statement that these were foreign exchange transactions to the extent that did
18 you, that such transactions could well have happened in the bank, isn't that
19 right?
- 14:53:14 20 A. I think they had no, other than the data that they gave me, I think they hadn't
21 got any other data, they had no other information.
- 22 Q. 417 Yes. The data that they had, Mr. Ahern, was data which they were prepared to
23 say was inconclusive as to whether or not any of these items were sterling or
24 otherwise?
- 14:53:38 25 A. Yes, yes.
- 26 Q. 418 And as much as the records would show was that the transactions had been
27 transacted through the foreign exchange desk with the qualification that even
28 Irish based transactions might find themselves being dealt with through that
29 facility when other tellers were busily engaged, isn't that so?
- 14:53:59 30 A. Apparently that's the process.

- 14:54:01 1 Q. 419 That's what their situation.
2
3 Now, having reflected upon all of the information that was available to you,
4 you took the opportunity of making a statement at the commencement of your
14:54:13 5 evidence here on Thursday last, isn't that so?
6 A. That's correct, yes.
7 Q. 420 I know that Mr. Peelo was instrumental in the preparation and indeed drafted
8 the first and second reports which you have adopted subsequently as
9 representing your position, but in this document and I'm now talking about the
14:54:36 10 statement that you read to the Tribunal, is that something that you satisfied
11 yourself was absolutely your best recollection and accurate in all respects
12 with regard to the matters contained therein?
13 A. Well to the best of my abilities, yes.
14 Q. 421 Yes. Now, I want to read from an extract from that, Mr. Ahern it, it might be
14:55:03 15 simpler with due credit to the Irish Times, to perhaps look at their printout
16 of the entire page, because otherwise we have to go through many pages of
17 transcript. So if we look at page 23280 which is a document which is
18 circulated as part of the brief, for ease, that sets out the verbatim statement
19 that you read on Thursday last, isn't that right?
14:55:32 20 A. That's correct.
21 Q. 422 And to put that in context, you'd accept that that represents your evidence in
22 relation to these matters, delivered by you on oath, isn't that right?
23 A. That's correct.
24 Q. 423 Yes. And I want to take up from the point in the second column from the right
14:55:49 25 please, at the point where it starts with "Converting the 30,000 pounds
26 sterling" you see that point there? You might just follow in your copy if you
27 wish and I'll read it in any event?
28 A. What's the reference?
29 Q. 424 It's the second column from the right it starts with the words "Converting of
14:56:13 30 the 30,000 pounds sterling."

14:56:14 1 CHAIRMAN: Its on the screen, Mr. Ahern.

2 Q. 425 Its on screen in front of you.

3

4 "I converted Irish punt into sterling, I did that for the reason and the

14:56:26 5 contexts to which I refer. I think it is important to describe the context

6 whereby there were financial transactions between myself and Mick Wall. They

7 explain why it was in Irish cash, it was converted into sterling.

8

9 The position can be summarised as follows: In 1994, Mick Wall was intending to

14:56:50 10 purchase a residence in Ireland for his own use. He was setting up a business

11 in Ireland and 44 Beresford was identified as a convenient residence. I

12 entered into an arrangement with him whereby I would rent the property from him

13 with an option to purchase and he would stay there when required.

14

14:57:07 15 In fact, he stayed there 10 to 20 times while I rented it from him and indeed I

16 purchased Beresford from him in 1997. I was anxious to have a residence at the

17 time I became Taoiseach, as was then expected, within a short period of time.

18 Mick Wall paid a deposit on the property. As works were to be carried out on

19 the house he and I agreed the distribution of those costs. He made this

14:57:37 20 contribution by way of a cash sum given to me in St. Luke's on the 3rd December

21 1994, the sum was then lodged on the 5th December 1994.

22

23 Having gone from a situation where I was being viewed as a Taoiseach elect and

24 the leader of Fianna Fail in government, I went in a short space of time to

14:57:58 25 being a leader of Fianna Fail in opposition. My circumstances were changing

26 radically and fundamentally over a very short period of time. Having suffered

27 a disappointment of not being elected Taoiseach in strained and unexpected

28 circumstances, the urgency of proceeding with the arrangement in respect of

29 Beresford was removed. Indeed I changed my mind about proceeding with the

14:58:24 30 arrangement with wall in relation to Beresford. During the period after, I

14:58:30 1 decided that I was not proceeding with the arrangement with Mick Wall, I looked
2 at a number of other houses which I considered purchasing, I looked at a number
3 of houses in the Beresford Estate/Griffith Avenue area at that time.
4

14:58:43 5 Because I'd changed my mind about proceeding with 44 Beresford and was now
6 actively looking at acquiring a different property, I decided I should return
7 Mick Wall's contribution to him. In that context part of the 50,000 pounds
8 that was withdrawn on 19th January, for its then intended use in refurbishment
9 of the house was actually used to purchase sterling with the intention of
10 returning it to Mick Wall in light of my then change of mind.
11

12 Eventually I decided I would not acquire any other house. I recall that after
13 Mick Wall was injured in a car accident, Celia Larkin and I visited him in
14 Manchester. During the visit we discussed the position in relation to
15 Beresford and that we would proceed with the conservatory and refurbishment
16 work. I had thus reverted to the original arrangement with Mick Wall, hence
17 the return of Mick Wall's contribution did not take place. Thereafter some of
18 the converted sterling was used for the original purpose intended in respect of
19 the contribution that he gave me on the 3rd December on costs related to
14:59:28 20 Beresford.
21

22 So in summary on this issue, I am clear that I purchased sterling,
23 approximately 30,000 pound at some point in early 1995, in order to give that
24 money to Mick Wall. My inquiries to ascertain precisely when and where this
15:00:09 25 occurred are ongoing. I am now being asked, Chairman, to remember precise
26 details of transactions and the precise amount of foreign currency involved in
27 those transactions, approximately 13 years after the event. Quite frankly I
28 cannot remember all the details at this remove.
29

15:00:24 30 Those transactions took place at a time of particular personal turmoil and

15:00:30 1 upset for me and at a time when I was simultaneously attempting to discharge
2 onerous public and party duties.
3
4 All I can do is to recount the circumstances to the best of my knowledge. The
15:00:41 5 years of 1994 and 1995 were periods not only of great personal change but
6 significant demands on my time and energy as I sought to re-build a then
7 deflated Fianna Fail Party after we left government in late 1994. My only
8 personal affairs were subordinated to those of reorganizing and re-energising
9 the Fianna Fail Party. It is thus not surprising that I cannot be specific or
15:01:07 10 precise in my recollection. However, I am certain as is clear from the context
11 set out herein, that the source of the funds used to generate the sterling sums
12 for payment to Mick Wall was the 50,000 pounds withdrawn from the AIB O'Connell
13 Street."
14
15:01:24 15 Now, if I can just end it at that point, we will come back perhaps to other
16 aspects of it. In that circumstance, Mr. Ahern, I think you are telling us
17 that that is your best recall of events and the sequence in the context of the
18 Tribunal's current inquiries of your sterling acquisition of 30,000 and of the
19 50,000 that was given back to you in January by having that, that sum having
15:01:57 20 been withdrawn if O'Connell Street, is that right?
21 A. Its the best of my recollection as you said earlier with all of the information
22 that's now available, whether it covers every last little bit and turn that
23 took place in those months, because as I said in that, the end of 1994 saw a
24 very changed position for me where I was within days of being Taoiseach within
15:02:23 25 a weekend of being Taoiseach.
26 Q. 426 Yes.
27 A. That's clearly why I wanted to conclude the arrangements where I would rent the
28 house, that changed within a few days.
29 Q. 427 Very good. Can I ask you, Mr. Ahern, if we might, to turn specifically to the
15:02:39 30 19th January 1995, which we know now with certainty to be the day upon which

15:02:47 1 the 50,000 pounds was withdrawn from Ms. Larkin's account and we understand was
2 withdrawn in cash. Ms. Larkin's evidence on that being that she collected a
3 package in the bank on that day from Mr. Murphy, which she believed to contain
4 50,000 in cash. You know that?

15:03:11 5 A. That's right.

6 Q. 428 Now is it your belief that it was 50,000 pounds cash that was given to you on
7 that day?

8 A. I do, yes.

9 Q. 429 Yes. Now can you tell the Tribunal please why it was that you took out 50,000
10 pounds in cash on the 19th January?

11 A. Well I assume having gone through the events of that Christmas and the fact
12 that I was no longer Taoiseach that I decided the urgency on me to move on and
13 to either buy a house or rent a house or, it wasn't the same pressure on me, I
14 think probably two or three reasons why I took out the 50,000. One, that I was
15 if I was going go ahead with the refurbishment and work on it that I could have
16 the money and give to Celia Larkin as she required it or to pay any bills that
17 were there for it.

18
19 Secondly, after not becoming Taoiseach the urgency of me renting a house and
15:04:18 20 not continuing, the reason as I explained to you previously that I wanted to
21 rent a house was that if I was Taoiseach I wanted to have my own residence
22 rather than the situation that I had been living in for some years, which was
23 either staying in the constituency office apartment at St. Luke's or staying at
24 my own home, or sometimes staying with friends.

15:04:38 25
26 So I took the money out either to use it on the house as the bills would come
27 up, but there was a period where I decided that would I not go ahead with the
28 renting of the house and that I would actually get myself out that have
29 arrangement altogether and would leave it for a while, stay in the apartment
15:05:01 30 that I was in and subsequently buy a house later on, that was another

15:05:08 1 consideration, and the third one was that I was around the country from 1995/96
2 I travelled 120,000 miles around the country, being away practically all the
3 time other than when the Dail was on, rebuilding Fianna Fail and I was just
4 going to give the money over to the others to get on with the job. So if you
15:05:32 5 ask me precisely which of those was on my mind on the 19th January, I can't
6 tell you precisely, but over that period they were the three things that were
7 on my mind.

8 Q. 430 Well, Mr. Ahern, there has to be a specific reason why you change an existing
9 situation, whether an existing situation may be. As of the 19th January, you
15:05:48 10 had that money safely sitting in an account, it was in the name of Ms. Larkin,
11 could you do with it what you wished. You could you have left it in there,
12 could you have taken it out, could you have transferred it in anyway you
13 wanted. Now, we know that you actually took it out in cash and what I'd like
14 to know from you is what the reason for taking it out was, you had to have a
15:06:10 15 reason to take it out, and a reason to take it out in cash.

16
17 Now I'd like to you address your mind if you can to that, throwing your mind
18 back to that date, you obviously were changing an existing status quo, you
19 wanted to have this money in cash. Now why was that?

15:06:28 20 A. Well I can't just give you one reason. I can't remember the 19th January 1995,
21 from Adam, but I do recall that when I was not elected Taoiseach I had to make
22 up my mind, whether A, I would continue with the arrangement whereby I had
23 agreed just a short period before of renting a house that wasn't going to be
24 ready for a few months and maybe look around and stay in my own apartment or
15:06:59 25 buy later on for myself, or whether I would actually give Michael Wall the
26 money for him, him or Gerry Brennan who were really managing things with Celia
27 Larkin to look after the house, or wether I would just give him back the money
28 and get out of the deal all together. I think they were the range of
29 considerations.

15:07:18 30

15:07:18 1 I have thought about this a lot since, but to ask me what he precisely was the
2 reason, I wouldn't have thought any big deal of taking out the money out of the
3 bank and keeping it cash, that would have not -- I can't remember that day
4 quite frankly but that wouldn't have been a big arrangement for me.

15:07:33 5 Q. 431 Can we look to the first reason, Mr. Ahern, its on the basis that you hadn't
6 become Taoiseach?

7 A. Yes.

8 Q. 432 Yes. That was something that became apparent to you I think as and from the
9 6th December of 1994, isn't that right?

15:07:46 10 A. In or around that.

11 Q. 433 6th or the 7th?

12 A. Yes.

13 Q. 434 Right. We are talking about the 19th January, which is the best part of six
14 weeks later?

15:07:55 15 A. Yes.

16 Q. 435 How do you make the connection between your not becoming Taoiseach, which was a
17 fact as and from that date, and the subsequent process of withdrawal, if that
18 was the reason, six weeks later, its not apparent, sorry, to me?

19 A. Well to be honest, Mr. O'Neill, it wasn't a big arrangement for me. After we
15:08:21 20 were chucked out of government fairly unceremoniously in the middle of
21 December, which I think was about the 14th December, it was into Christmas. On
22 the other side of Christmas or over Christmas, after Christmas I was away for a
23 week, I was in Spain for a week. And then I came back into the Dail inquiry,
24 which was ongoing into the issues about the Attorney Generals and all of those
15:08:50 25 issues that happened at the time.

26

27 So I would have been focusing my attention very much on those issues and the
28 fact that I was now leader of Fianna Fail, the responsibility of building up
29 Fianna Fail. But why I would have taken out 50,000 in cash was either,
15:09:05 30 probably to give it over to Michael Wall and Gerry Brennan to get on with the

15:09:12 1 work themselves because I was going to be otherwise busy, or to give him back
2 his money because I was going to stay in the rented accommodation with not the
3 urgency of having somewhere and to wait for some time. And I did, I don't know
4 whether I had that view on the 19th January, but I certainly had it later on,

15:09:28 5 because before he had his crash, I had thought about looking at another house
6 or just staying where I was and that was a real consideration for me, because I
7 didn't need that much to rent the house. I was leader of the opposition which
8 has an entirely different, and leader of the opposition travelling around the
9 country three or four days of the week as I was for most of the '95 and '96.

15:09:58 10 Q. 436 The second explanation that you give or second possibility that you address as
11 being a possible reason for your withdrawing of the funds was that you intended
12 to give it back to Mick Wall, is that right?

13 A. Yes.

14 Q. 437 And we know from Mr. Wall that the reason he gave the money in the first
15 instance to Ms. Larkin was that he was an infrequent visitor to Ireland,
16 whereas she was based in Ireland and would be in a position to deal with
17 matters as his agent effectively, while he was in Manchester, isn't that right?

18 A. That's correct.

19 Q. 438 Was there anything that changed in his situation until the 19th January which
15:10:35 20 would have made him any more accessible or more amenable to conducting affairs
21 in Ireland than as been described earlier, namely that he is based in
22 Manchester, he is running a business in Manchester, he wants somebody to do his
23 Irish business and that's Ms. Larkin because he can't do it it, that changed in
24 anyway?

15:10:55 25 A. No it was my circumstances changed not his circumstances.

26 Q. 439 Yes, but in what circumstance could you consider that it would be appropriate
27 to have Mr. Wall do the work on the house himself, including your dealing with
28 your contribution towards it, in the light of the circumstances which you knew
29 which had merited his giving his money to Ms. Larkin in the first instance, do
15:11:19 30 you understand what I am putting to you?

- 15:11:20 1 A. Yes.
- 2 Q. 440 Yes.
- 3 A. Well again I'm, I suppose what I might have been thinking on the 19th January,
4 but it was.
- 15:11:27 5 Q. 441 Yes its in that context we are asking the question.
- 6 A. If it was it was the fact that I had planned that I was going to get out and
7 re-build Fianna Fail, which I did. I toured not only every county in the
8 country but every area and every parish and community in the country in those
9 two years. I wasn't going to be around to handle those affairs, in fact the
10 amount of weekends I spent around in those days were very, very few.
- 15:11:48 11 Q. 442 Was the reason that you had given your 50,000 pounds to Ms. Larkin in the first
12 instance that she was going to be the person who would be dealing with
13 Beresford on your behalf and also on behalf of Mr. Wall?
- 14 A. Correct.
- 15:12:06 15 Q. 443 Was that the reason why you gave her the 50,000 pounds in the first instance?
- 16 A. It was, yes.
- 17 Q. 444 Had that position changed in any way, I appreciate that your capacity to focus
18 upon Beresford might have been even further compromised by the fact that you
19 had party business to attend to, but in principle did it alter Ms. Larkin's
20 capacity to do what the money had been given to her in the first instance to
21 do, namely to look after Beresford?
- 15:12:30 22 A. Well it changed to this degree, if I was going to be away all the time, from my
23 thinking it would have been far better if I had just the money out in cash and
24 then I could, you know, she could have got it when she needed it, I could have
25 given it or left it out for her when she needed it.
- 15:12:50 26 Q. 445 How in logic could that be rational, Mr. Ahern? She has the money, she is the
27 intended spender of the money if I can call it that, on your behalf, its in her
28 bank account, and you now envisage taking the money out of her bank account,
29 taking it back to your own safe in St. Luke's to which she does not have
30 access, putting it in your safe, going about the business of Fianna Fail

15:13:21 1 throughout the country, isn't that an absolute impediment to the effective use
2 of that money for the purpose of Beresford?

3 A. Yes but if I wanted, if she bills she wanted to pay, this subsequently
4 happened, where some of the sums were paid for in cash, she paid drafts on most
15:13:40 5 of the big ones, she paid the big accounts with Kinsellas where we paid 29,000
6 to Kinsellas and the conservatory which was mainly paid for Mick Wall, which
7 was 11,250, the other sums were paid for in cash and know, from my point of
8 view it was just as handy for her if we had it in cash.

9 Q. 446 But its not a matter of both of you having it in cash, it was being returned to
15:14:05 10 you, Mr. Ahern, in cash, you would have the exclusive capacity to deal with it,
11 whereas she would have the exclusive capacity to spend it, and there is a
12 bridge there that can only be served if the money was in her account, not in
13 your safe?

14 A. I suppose, well from my point of view it was my money and it was for me to
15:14:24 15 decide how I was going to use it, whether it was easy or not easy.

16 Q. 447 I appreciate that, Mr. Ahern, and my questioning is directed towards trying to
17 establish what the logic is in any one of the possible reason that is you have
18 advanced for saying that it was more convenient to you to have this money in
19 cash, because as I put the scenario to you there, it seems to me in logic its a
15:14:47 20 lot more inconvenient for the money to be locked in your safe than to be in the
21 bank where she could access it, do you understand?

22 A. Well if you subsequently looked how I dealt with it, I don't think it proved to
23 be an impediment, I don't recall each time taking out the sums and giving it,
24 but if you look at the statements in most of the areas what happened, I
15:15:10 25 withdrew, she required to pay a bill, I gave her the cash, she paid the draft,
26 the draft went through the records, I think in the total sum about 7,050 pounds
27 to the best of her recollection or best of her looking at these figures back,
28 and she did keep the house file and did keep the invoices on it, that's what we
29 subsequently did over the months from June on, so it didn't prove to be an
15:15:35 30 impediment.

15:15:35 1 I mean I take your point, you know, why not just leave it in the account but I
2 didn't do that, I mean I took it out and decided to have it in cash. I'd say
3 part of the reason would have been that I might have thought about getting out
4 of the deal altogether. If you ask me now to make, looking at this stage 11
15:15:56 5 years later you asked me what was in my mind on the 19th January 1995, I am
6 here in the autumn of 2007. I think perhaps I was just going to give Michael
7 Wall back the money that he had given Celia and then we would have been out of
8 the arrangement altogether, because I would have went off and not rented that
9 house, and subsequently bought it, but went off and stayed in the rented
15:16:24 10 accommodation that, or the apartment that I was in which was effectively the
11 apartment over St. Luke's and leave it at that.

12
13 But I am making a -- I am making a, I can assure you of one thing, Mr. O'Neill,
14 on the 19th January 1995, having not been Taoiseach, found myself being leader
15:16:44 15 of the opposition, after being away for a week, realising I had already started
16 major rallies around the country, I would have been up at it, I had to deal
17 with the inquiry that was going on about the collapse of the government, this
18 would not have been big on my mind.

19 Q. 448 One of the obvious impediments I suggest of having taken the money out of
15:17:04 20 Ms. Larkin's account and taken it back in cash was that when it came to making
21 the expenditure on Beresford, she was obliged to take out a loan for 3,000
22 pounds from the bank, albeit one that you subsequently reimbursed to her, but
23 isn't that an illustration of the inconvenience that would result from her not
24 having the available cash to meet expenses as and when they occurred, isn't
15:17:30 25 that so?

26 A. That happen.

27 Q. 449 Yes.

28 A. Because the Kinsella bill was 19,000 and she only had 16,000. So she had to
29 get a loan of 3,000 to pay it back. I had to give her 3,000 in cash to clear
15:17:44 30 off that loan eventually.

- 15:17:45 1 Q. 450 All of which would be unnecessary had she had the money in her account to meet
2 this expense as you had originally provided for, isn't that right?
- 3 A. Yes, yes.
- 4 Q. 451 Yes. So then the reason then that, your third reason for, or your third
15:18:03 5 potential reason for not, for taking out the money was that you mightn't go
6 ahead with the deal at all, is that right?
- 7 A. Yes, yes.
- 8 Q. 452 Right. And when, Mr. Ahern, did it first come to your recollection that you
9 had actively considered cancelling out or not proceeding with the arrangement
10 that you had with Mr. Wall?
- 11 A. Well that was, at the time and the reason I was rushing to conclude the
12 arrangement, rental arrangement as it was, was because I was going to be
13 Taoiseach, after I wasn't Taoiseach it wasn't important for me to rent that
14 house, I would have easily stayed on where I was. I thought about that for a
15:18:48 15 while and I, I either thought about staying where I was or looking at some
16 other houses, which I did. I didn't put down deposits or anything but did I
17 look at other houses, I looked at quite a number of houses.
- 18 Q. 453 From your most recent statement, Mr. Ahern, you tell us that you had changed
19 your mind in relation to proceeding with Beresford, isn't that so?
- 15:19:07 20 A. That's correct. For a period. Then when Michael Wall had his accident I and
21 Celia went over to him I decided not to, just to leave the deal as it was and
22 go ahead.
- 23 Q. 454 Is there any reason, Mr. Ahern, specifically why you did not indicate to the
24 Tribunal at any stage earlier than giving your evidence last Thursday that you
15:19:28 25 had changed your mind at some point in time about purchasing Beresford?
- 26 A. Well I never changed my mind about purchasing Beresford. When I purchased
27 Beresford it was in 1997.
- 28 Q. 455 I stand corrected.
- 29 A. So the only issue I was ever going to do was rent it, to be honest,
15:19:50 30 Mr. O'Neill, I don't think the Tribunal would have been interested where I was

15:19:50 1 renting and if you were you shouldn't have been.

2

3 JUDGE FAHERTY: Mr. Ahern, sorry to interrupt you, that's not really what

4 Mr. O'Neill, that's not the manner in which he is approaching the question. He

15:20:01 5 is putting it to you that it was last week that it was first intimated by you

6 that one of the reasons, the reason you were withdrawing the 50,000, that you

7 were not going to go through with the project, in association with Mr. Wall,

8 and its there in black and white in your statement and you read it out to us

9 last week, that is what you were saying, that was your intention.

15:20:25 10

11 What Mr. O'Neill is asking you, is there any reason why this is the first time

12 that this explanation has been tendered by you to the Tribunal? And I put that

13 just, I don't want to interrupt you, I will just put in context as I understand

14 it, I stand to be corrected by Mr. O'Neill or indeed Mr. Maguire, that up to

15:20:44 15 that point in time, as I understand it, we had an explanation from Mr. Peelo

16 saying that the withdrawal, that you preferred to deal with the expenditure,

17 that your contribution for the expenditure you preferred to deal with in cash.

18 At your interview as I understand it and again I stand to be corrected, you

19 told us on the 5th April that the reason for withdrawal was that in fact you

15:21:07 20 were going to let Mrs. Larkin and Mr. Wall do all the running, vis a vis the

21 expenditure on Beresford?

22 A. Yes, yes.

23

24 JUDGE FAHERTY: This explanation that you gave on the, last week, is an entirely

15:21:21 25 different explanation?

26 A. Yes.

27

28 JUDGE FAHERTY: And in fact its, they are like polar opposites, because you were

29 intimating in this explanation that in fact you were walking away from the

15:21:32 30

project?

15:21:32 1 A. Yes. Well --

2

3 JUDGE FAHERTY: And Mr. O'Neill is asking new that context, why is it that its
4 the first time that you are actually giving this explanation was last week and

15:21:42 5 not indeed at an earlier juncture. I think that's, Mr. O'Neill am I, I hope I
6 haven't misconstrued anything.

7

8 MR. O'NEILL: Certainly, Judge, that's the direction I was heading, if Mr.

9 Ahern wishes be reminded of what he stated on that issue specifically in his

15:22:01 10 statement before he gives his response?

11 A. No.

12 Q. 456 Fine. Because I will be putting to you.

13 A. Will I reply to you?

14 Q. 457 Of course.

15:22:11 15 A. Judge Faherty, I have been reflecting back on the 19th January and what
16 happened in my life in 1995, as best I can reflect back. On this particular
17 issue I withdrew 50,000 from my account and my view is either I just wanted to
18 have it in cash and simply cash it and just deal with the bills in cash, I'm
19 comfortable to do that, I wasn't Taoiseach, happy to do it. I don't see
15:22:42 20 anything wrong with it, I had a safe so I could do with that, what I needed to
21 do was give Celia Larkin money.

22

23 The second issue, if I was going to be away a lot I would just give the money
24 over and leave it to the others, but there was also, I don't think its a

15:22:57 25 material change or -- I did think about, I didn't do anything about it, but I
26 did think at one stage that why bother, why bother renting a house, in a house
27 that at the time had its own problems and difficulties because of its location,
28 and subsequently had proved to be so and was developed from a security point of
29 view, and not do that. But I didn't do that. I mean I didn't -- I didn't make
15:23:25 30 that decision, I never implement that had decision, it was something I thought

15:23:30 1 about at the time. If you asked me looking back now why did I take out that
2 50,000? I can't remember on the morning of the 19th January 1995, why I
3 decided to take out all of the 50,000. I can't remember. But I do recall the
4 events that might have led me to that and that was one of them. And the reason
15:23:52 5 I didn't change, or didn't go ahead with pulling out of the deal was Mick Wall
6 had a crash, I said "Hell, I'll go on with it" and I stayed there.

7
8 JUDGE FAHERTY: The focus of my observation or question in fairness to yourself
9 was not so much the reason for the withdrawal of the money, but in the first
15:24:15 10 instance, but the explanation that's given via your statement last week?

11 A. Yes.

12
13 JUDGE FAHERTY: That in fact you are saying you had intended returning
14 Mr. Wall's, the money to Mr. Wall, because you were walking away from the
15:24:30 15 project?

16 A. Yes.

17
18 JUDGE FAHERTY: That was the first time that that explanation has been --

19
15:24:40 20 MR. MAGUIRE: Sorry, Chairman, just in that connection I know Judge Faherty
21 indicated if I had an objection that I could direct your attention.

22
23 JUDGE FAHERTY: Absolutely.

24
15:24:46 25 MR. MAGUIRE: I think if the Tribunal were to open page 21733 which was the
26 text of a statement issued during the General Election on 13th of May 2007,
27 under the heading 3, paragraph 3, that's 21733 Tribunal reference.

28
29 You will see there that in fact he recites the evidence that he has given here,
15:25:12 30 the substance of the evidence that he has given here.

15:25:16 1 JUDGE FAHERTY: I note that, Mr. Maguire.
2
3 MR. O'NEILL: Mr. Ahern, reference is being made in this document here which is
4 firstly not a Tribunal document, not one furnished to the Tribunal by your
15:25:45 5 solicitors, by way of response or explanation.
6
7 MR. MAGUIRE: Chairman, its part of the brief as circulated.
8
9 MR. O'NEILL: Can I please make the point? Its not a --
15:25:57 10
11 CHAIRMAN: Mr. O'Neill is just putting on the record that this isn't a
12 statement made to the Tribunal.
13
14 Q. 458 MR. O'NEILL: Now, Mr. Ahern, in relation to the question of your explanations
15:26:12 15 given to the Tribunal, and I am distinguishing now between that and public
16 utterances you have made over time in relation to any number of issues. Can I
17 put it to you that in clear terms, last Thursday on oath, you offered the
18 following explanation for your behaviour in taking out the money, and in the
19 context of purchasing sterling, its at the bottom of the second column on page
15:26:41 20 23280 and it reads "Because I changed my mind about proceeding with 44
21 Beresford and was now actively looking at acquiring a different property I
22 decided that I should return Mick Wall's contribution to him in that context
23 part of the 50,000 pounds that was withdrawn on the 19th January, for its then
24 intended use in refurbishment of the house was actually used to purchase
15:27:10 25 sterling with the intention of returning it to Mick Wall in the light of my
26 then change of mind" Okay?
27
28 Now, trying to interpret that, Mr. Ahern, can we analyse it and say that
29 firstly it is saying that in January when you took out the money it was with
15:27:30 30 the intention that it would be used for its original purpose or otherwise

- 15:27:36 1 called its then purpose, is that right?
- 2 A. Yes. Well first of all you say my behaviour of taking out the money, I hope
- 3 there is nothing wrong with taking your money out of your own account.
- 4 Q. 459 Of course not. I think its curious I think you agree, Mr. Ahern --
- 15:27:52 5 A. I am delighted if I made a planning Tribunal into corruption of what
- 6 Mr. O'Callaghan gave me curious, I hope Mr. Gilmartin gets the same grilling on
- 7 these things as I am but anyway that's neither here nor there but anyway can I
- 8 just make the point --
- 9 Q. 460 On that point Mr. Ahern?
- 15:28:13 10 A. Can I answer.
- 11 Q. 461 You can answer the question but if you choose to make statements, Mr. Ahern,
- 12 you must expect that you can be questioned in relation to the basis of making
- 13 such statements where they are not answers to queries put to you in an
- 14 inquisitorial purpose or examination, but are offered for some alternative
- 15:28:34 15 purpose?
- 16 A. I have no difficulty with that, I have been sitting here for three days doing
- 17 that.
- 18
- 19 CHAIRMAN: Yes but, Mr. Ahern, this is the only purposes of this questioning is
- 15:28:41 20 to establish the facts relating to the withdrawal of the 50,000 pounds, there
- 21 is no suggestion and never has been a suggestion that a person who has 50,000
- 22 is not entitled to take it back, that is completely irrelevant?
- 23 A. Chairman, if I can, Chairman? On the 19th January 1995, I don't recall the
- 24 day, if I could I would be more precise, but at that stage I was not Taoiseach.
- 15:29:19 25 I had entered into an arrangement that we would do the refurbishment of the
- 26 house. I could have taken the money out, happy to take it out, I take
- 27 Mr. O'Neill's point, if I it stayed in it might have been handier, may be it
- 28 would, may be it wouldn't, anyway I am not arguing about that.
- 29
- 15:29:40 30 But I am being asked why did I take it out and curiosity about that. My

15:29:46 1 recollection is that I either, at that stage decided that it might be best for
2 me just to take out the money and give the money over totally to Michael Wall
3 it, probably would have went back into his account if I had done that, into the
4 main account with Celia Larkin, where the matters would be purchased out of, or
15:30:09 5 the fact I know that I looked at several other houses after that period where I
6 was thinking of buying a house, or I was also thinking of just staying in the
7 rented accommodation which I was in, which was in St. Luke's, so my mind, and I
8 think its Justice Faherty asked the point, my mind wasn't made up precisely
9 whether or not what I would do. Whether I would purchase a house in my own
15:30:35 10 right, whether I would rent that house and continue along with the arrangement,
11 whether I would just give over the money to the others to deal with because I
12 would be around the country.

13
14 What I can tell the Tribunal with certainty, what I did was I continued on with
15:30:48 15 the arrangement. So Justice Faherty, just from your point it was a fair
16 question, why didn't I mention that before? I don't think its of any great
17 relevance, but I am just giving my recollection now. I did think of buying the
18 house or just not bothering with it and staying in the apartment that I was in.
19 But when Michael Wall had the accident I felt fairly duty bound, I had entered
15:31:12 20 into an agreement with him. The man had a very serious accident and then I
21 continued on with the arrangement.

22
23 I wasn't that comfortable with the arrangement for a number of reasons that I
24 don't have to go into here it, wasn't great satisfaction to everybody, but that
15:31:26 25 was my state of mind. It was no ulterior motive other than that.

26 Q. 462 Mr. Ahern, if you had changed your mind about proceeding with this project
27 which is something I suggest that you would have communicated with Mr. Wall and
28 Ms. Larkin, isn't that right?

29 A. That I changed --

15:31:43 30 Q. 463 If you had decided you weren't going ahead request this project, could I

15:31:48 1 suggest to you that you would have informed both Mr. Wall and Ms. Larkin of
2 your change of mind?
3 A. If I was going to implement that, but I never implemented it.
4 Q. 464 No. You changed your mind. You state in your statement which is on screen in
15:32:01 5 front of you "Because I'd changed my mind about proceeding with Beresford".
6 A. Yes.
7 Q. 465 You did change your mind. Whatever about the consequences of it were, do you
8 accept that you changed your mind about proceeding with it?
9 A. I accept that --
15:32:16 10 Q. 466 Fine.
11 A. No please, I don't -- these yes or no answers. I was of the view that I would
12 not go ahead with the arrangement to rent and an option to buy Beresford, the
13 answer to that is yes.
14 Q. 467 Fine. Thank you.
15:32:33 15 A. But I did not, did I not implement that position. I did not go off discussing
16 it with anybody. I didn't do that. I went on and followed what my original
17 decision was back in the summer of 1994, so I didn't implement the change.
18 Q. 468 My question to you, Mr. Ahern, was whether or not you informed me Mr. Wall or
19 Ms. Larkin of the fact that you had changed your mind. Now, we have agreed
15:33:02 20 that it is a fact that at a point in time you changed your mind about going
21 ahead with this project and you have offered that as one of the reasons why you
22 might possibly have taken the money out of the bank, isn't that so?
23 A. Yes.
24 Q. 469 Now, on that premise, accepting that, and you do, did you inform Ms. Larkin or
15:33:25 25 Mr. Wall of the fact that you had changed your mind on the project?
26 A. Both of them would be aware that I was looking at houses, but I had not said
27 the deal is over and I'm not going ahead with it, I hadn't said that and I
28 didn't say it to either of them.
29 Q. 470 Mr. Ahern, would you accept that Mr. Wall became involved in this house in
15:33:47 30 Beresford because it was selected by Ms. Larkin as being suitable, it was

15:33:51 1 suitable for the purposes of both of you. He agreed to put up the money, you
2 agreed to rent it and on that basis he had progressed through your joint
3 solicitor to acquire it, is that a fair analysis?

4 A. What? A fair analysis is that in the summer of 1994, Michael Wall stated that
15:34:11 5 he was going to extend his coach business in Ireland. That he was going to buy
6 a house in the vicinity of the airport or of the Drumcondra area because he
7 always stayed in the Skylon Hotel, and in a discussion with him in the summer
8 of 1994, I stated that if he did that, because I knew he was only coming back
9 and forward that I would rent the house with a possible option to buy. That's
15:34:36 10 what happened.

11 Q. 471 Yes. I am aware of all that, I am asking you whether or not you accept that
12 Mr. Wall's involvement in 44 Beresford was on the basis of there being a joint
13 arrangement between you which would benefit both of you? He would have the
14 benefit of you as a tenant, you as a person renting it, which would probably
15:35:00 15 substantially meet the outgoings, you as a person who would be prepared to buy
16 it at some later stage, all of those were matters which were apparently the
17 basis of your arrangement under which he was about to buy the house, isn't that
18 right?

19 A. Yes, that's correct.

15:35:17 20 Q. 472 That's correct. Now you change your mind. I know you don't implement that
21 change of mind because at some later stage you revert back. You have told us
22 you revert back to your original plan because he had an accident in June and
23 you decided you were going to go ahead with, it isn't that so?

24 A. Yes.

15:35:33 25 Q. 473 Right. But at the time you had changed your mind, did you ever inform Mr. Wall
26 of that fact?

27 A. Well he would have known and Gerry Brennan would have known, who was the
28 solicitor, that I was looking at other properties. But I never, just to answer
29 you precisely, I never said, rang him up or met him and said "I'm out of this
15:35:55 30 totally" I never said that to him. And the reason I didn't say that to him,

15:36:00 1 because until I had an alternative, either to stay where I was or buy a house I
2 wasn't going to do that, because otherwise I was cutting off an option that I
3 didn't want to cut off.

4 Q. 474 Right. Mr. Wall's commitment to buying this house as and from the 5th December
15:36:17 5 was limited to paying a booking deposit of 3,000 pounds isn't that right, you
6 you know that?

7 A. Well he had paid 3,000, yeah 3,000. 29th of --

8 Q. 475 As a booking deposit.

9 A. Yes.

15:36:31 10 Q. 476 He was not legally committed to paying the balance of 135,000 pounds until he
11 had signed a contract, isn't that right?

12 A. That's correct.

13 Q. 477 Right.

14 A. He paid a deposit, I think, of 10,800.

15:36:46 15 Q. 478 Yes there was a deposit of 10,800 and that wasn't paid until 27th January 1995,
16 ten days after you had taken out the 50,000 pounds, sorry eight days earlier.
17 Sorry I will rephrase that, eight days after you had taken the money out of the
18 account, the 50,000, isn't that right?

19 A. Mm-hmm.

15:37:07 20 Q. 479 Now, if you had had any intention of not proceeding with the deal at that time
21 could I suggest to you that you would have immediately informed Mr. Wall of
22 that fact, because he might decide not to proceed with the deal at all if he
23 was not going to have you as a tenant and if he was not going to have somebody
24 who was prepared to buy the property for him at market value which was your
15:37:35 25 arrangement, isn't that so?

26 A. Well that's purely hypothetical.

27 Q. 480 Its not hypothetical in a sense of the scenario which you painted, Mr. Ahern.
28 You have told us that one of the considerations you had in taking out the money
29 was that you wouldn't go ahead with the deal, now at that point in time you had
15:37:51 30 given a commitment, albeit a moral one, to Mr. Wall, that you were engaged with

15:37:57 1 him in a joint venture which would result in him expending a total of 138,000
2 pounds. He had paid 3 as a booking deposit, he didn't have to in commit
3 himself legally to paying the rest of it until the 27th January of that year,
4 but before he was so legally committed, you are suggesting that you may have
15:38:17 5 changed your mind, and in those circumstances I am asking you why you didn't
6 tell Mr. Wall of that, because it would then have allowed him to consider
7 whether to forfeit the booking deposit of 3,000 or to go ahead and invest
8 135,000 pounds in the expectation that he might be able to rent it to somebody,
9 he might be able to sell it or whatever, why, if that was the situation, did
15:38:42 10 you not acquaint Mr. Wall of those facts?

11 A. Well if I was going to implement the decision and not do it I would have told
12 him, he would have known I was still looking at houses, but the fact is you are
13 working on the basis that he wasn't going buy this house if I wasn't a tenant.
14 It was he told me he was going to buy a house in Dublin, so regardless was
15:39:04 15 whether I was in this or not, he was not going to pull out of that.

16 Q. 481 At a minimum, Mr. Ahern, would you not have told him of your change of mind so
17 as to allow him the option, as a friends of yours he was going to be
18 financially committed?

19 A. He would have known that I was looking at houses. He would have known I was
15:39:23 20 looking at houses, but until - there is no good reason why I would have said to
21 him "I am out of this" until I had an alternative and the fact is I never had
22 an alternative, I didn't go that far. I never rented anywhere else or I didn't
23 put down a deposit on something else, I looked at houses for a good number of
24 weeks I would say insofar as I was back in Dublin probably on Sundays and may
15:39:46 25 be some night times I looked at a number of houses. But I'd say I looked at
26 about six or seven houses in all, but did I not implement the decision not to
27 go ahead with it. And when he had the accident I honoured because I probably
28 felt I had a moral duty go ahead with it and to see it through. And did I
29 that.

15:40:07 30 Q. 482 He had the accident in June.

15:40:09 1 CHAIRMAN: Mr. O'Neill, I just want to take a break for about ten minutes.

2

3 MR. O'NEILL: Yes, of course.

4

15:40:20 5 **THE TRIBUNAL THEN ADJOURNED FOR A SHORT BREAK.**

6 **AND RESUMED AGAIN AS FOLLOWS:**

7

8 MR. O'NEILL: Mr. Wall -- sorry, Mr. Ahern, I was questioning you in relation
9 to your most recent statement and the connection made in that statement between

16:07:06 10 the taking out of the 50,000 pounds and the purchase of the 30,000 pounds

11 sterling and the context which you were dealing with Mr. Michael Wall in and

12 around January of 1995, when this money came out, and you illustrated that

13 there were a number of potential reasons for you taking out the money, and that

14 your intentions, though formed insofar as you had made a decision not to

16:07:35 15 proceed, never came to, into play because of a change of circumstances, mainly

16 Mr. Wall's circumstances of having had an accident, is that right?

17 A. Yes.

18 Q. 483 Was it the fact that he had the accident triggered to you say I am going to go
19 ahead with the original project, is that right?

16:07:51 20 A. Yes.

21 Q. 484 Now, it may be of assistance to you to know that his accident, according to

22 Mr. Wall himself, took place on either the 16th or the 17th April of 1995, I

23 know that the belief is that it might have been in June and you referred to

24 June in your statement?

16:08:09 25 A. Sorry, it was actually, it was Easter Sunday, so -- it would have been April.

26 Q. 485 It was April?

27 A. Yes.

28 Q. 486 Yes.

29 A. It was Easter Sunday.

16:08:20 30 Q. 487 Right. So when we talk about the, if we relate that sequence of events to the

16:08:25 1 acquisition of the house in Beresford, the dates we know are the booking
2 deposit was paid on the 5th December, on the 27th January the balance of the
3 deposit on the contract was paid. So now Mr. Wall was contractually obliged to
4 complete, he paid the balance of the monies so as to complete the contract on
16:08:47 5 the 28th March. So that he had actually purchased the house by that time and
6 paid over his contribution, his contribution being the 3,000 pounds initially,
7 the 10,800 and some 27,800 pounds after that. So he was now committed to
8 buying this property before he had his accident on the 16th or 17th of April,
9 whichever that might be, do you understand that to be the scenario?

16:09:15 10 A. Yes, yes.

11 Q. 488 And I think you are telling us that your decision to go ahead with it was
12 motivated by the fact that he had had the accident and you decided proceed with
13 it, but are you agreeing with me that before that date you never indicated to
14 him that you were having reservations, is that right?

16:09:31 15 A. No, I didn't, Mr. O'Neill, because the point was I wondered, not to myself, but
16 I wondered should I just stay where I was? I wasn't Taoiseach, just stay as I
17 was because as I explained previously my motivation for wanting to have a
18 rented house, proper residence from security and everything else point of view.
19 But I was happy enough to go ahead with the arrangement, but I did think maybe
16:09:59 20 location wise, maybe just what I was doing was all right, that was just one of
21 the considerations, but I never made a big deal of it, and I don't -- he would
22 have nobody I was looking at houses but that's all he would have known.

23 Q. 489 From what you said in your statement read on Thursday last, the question of the
24 purchase of sterling was interrelated with that decision not to proceed, and it
16:10:24 25 was your original intention in buying that money, it was because you didn't
26 intend to proceed with the contract, isn't that right?

27 A. Yes.

28 Q. 490 That's what you said at the time and could I suggest to you that that is the
29 first occasion upon which you have indicated to the Tribunal that the reason
16:10:40 30 for purchasing that money was because you had decided not to proceed with the

16:10:46 1 contract?

2 A. Yes.

3 Q. 491 You accept that?

4 A. I don't recall saying it previously so I accept that.

16:10:51 5 Q. 492 Yes. Well I just read to you briefly what you did say in response to the
6 queries put to you at the time of your interview, because that is material, I
7 suggest, in regard to the information that the Tribunal was acting on, until
8 the moment you sat down to give evidence last Thursday.
9

16:11:10 10 If we can have on screen please page 19767, which is part of the interview
11 conducted by me, Mr. Ahern, with you, the question 384 you'll see the question
12 is:
13
14 "Is there any reason why or what is the reason for the money coming back to you
16:11:35 15 in cash given that you had at some point, indeed on the 5th December decided
16 that it was appropriate that it would remain in her account? Why did you take
17 it out?
18 Answer: Well there was only one reason. On the 6th December I didn't become
19 Taoiseach so the plan collapsed.
20 Question: Yes.
21 Answer: So I was no longer, that went down the tubes. So the urgency as it
22 was gone out of the arrangement, so when I took out the -- then we knew it was
23 going to be a few month, so when I took out the 50,000 pounds at the end of
24 January I was going give that money over to Mr. Wall, let him -- to Michael
16:12:02 25 Wall and let him look after the whole operation, because I hadn't gone to see
26 the house, I was going to let him and Celia look after it. I was going give
27 him the entire 50,000 which I didn't do and I held on to it. But that's what I
28 was going do, just take it out of my accounts and give it over to him because
29 it was his house, he was buying it. I was going to do the rental agreement and
16:12:25 30 let him look after affairs and that's where I took it from.

16:12:28 1 Question: Well, I mean if that was the situation, if you had implemented that
2 plan Mr. Wall would have had 50,000 pounds of your money.

3 Answer: He could have put it in with the other account, but I was happy to,
4 you know, give over the money for the job to be done on the house."

16:12:45 5
6 Question: 392 "That was to give some effect to the wish of both of you at the
7 time rather than to make it a commercial transaction as such.

8 Answer: That's a fair summary. What I did was took out the 50,000. I was
9 going give that over to him. I can't recall whether it was all or part of it.

16:13:03 10 Question 393 answer: but I was going to take it you know to give it back to
11 him."

12
13 And then at page 19769, at the end of the page, answer to the question 405 and
14 moving on to 19770:

16:13:22 15
16 "And when I had taken out the 50,000 I had intended giving it to Mick Wall, I
17 had changed some of the 50,000 into sterling, so I think some of the money that
18 I put back into the account was in sterling. And the final amount was
19 certainly sterling, or if not all of it the bank can confirm that. So I had
20 taken the money out, put some of it into sterling."

21
22 Then 408 "So when did the sterling transaction take place, I am trying to
23 understand now that we see 50,000 pounds coming back to you on a date about the
24 27th January, is that right?

16:13:54 25 Answer: Yes.

26 Question: And the money we're told remains in your bank until the sorry in
27 your safe until the 1st of these payments is made which is on the 15th June,
28 that's the 11,000."

29
16:14:06 30 Then answer 411. "I was going give it all or partially back to Mick Wall. I

16:14:14 1 was certainly going to give him some of it. I was going to give some of it
2 over for what the house cost would be. We had estimated that it was going to
3 take about 50,000 to do up the house, we couldn't do that until we got our
4 hands on the house and I intended giving him over something, I was going to
16:14:29 5 give it over to him sterling.

6 Question: Why would you give do him in sterling?

7 Answer: He operated in sterling but I was I'd you have to I was going it over
8 but I didn't."

9
16:14:41 10 If we go to page 19777, question 479 "Can we just fix as much certainty as we
11 can when was it that you acquired the 30,000 pounds from AIB in O'Connell
12 Street" and how you effected that transaction. You go on to say "Well I was
13 going give I presume in February or March but I was going to give Mick Wall,
14 after I wasn't Taoiseach, in January, there was no urgency and no rush, I took
16:15:08 15 out the money, it was my intention to give that money back towards my
16 contribution on the refurbishment and let him deal with things, and I certainly
17 changed. I change that had back into sterling to give it to him."

18
19 And then if we go to page 19789, question 564 "You could have elected I suppose
16:15:35 20 take a draft of 30 sterling and give it to him rather than giving it back in
21 cash, is there a particular reason why you were dealing in cash with him or
22 intended I should say to deal with cash?

23 Answer: I hadn't got that many dealings with him, this is all Mr. Wall. He
24 certainly didn't give me US dollars, I want to make that very, very, very
16:15:54 25 clear. But I mean his dealings with me would normally be in sterling. His
26 business was in sterling.

27 Question: True but I mean in general people do business in large amounts other
28 than in cash by way of draft or transfer or whatever it might be you had cash.

29 Answer: I didn't do a draft.

16:16:10 30 Question: You didn't. Now, at what point did you decide that you weren't

16:16:10 1 going to give him the 30,000 and keep it yourself?
2 Answer: I was going let him, I was just making my contributions so that they
3 could, so that he could do the house himself and then I decided not to. It was
4 Celia Larkin and himself and myself, as soon as he had his accident he was out
16:16:24 5 of it. When he had the accident on a June weekend and from then on he played
6 no part in the renovation, he didn't come back over until the end of the year."
7
8 So those questions I think, Mr. Ahern, were the questions that were put to you
9 in the course of the interview, I think the responses firstly make no reference
16:16:42 10 to the fact that you had made a change of mind at the time about proceeding
11 with Beresford, isn't that right?
12 A. That's right. And as I said earlier on, not to go back over it again, looking
13 back at this remove, it was the combination of that was I just getting the
14 money out so that I would have it handy, I know you don't think that it was
16:17:04 15 handy doing it that way, but I believe I might have thought that. Or I was
16 going give back the money and let, or give the money to them and let them get
17 on with the job because I was going to be out around the country. The fact
18 that I did consider for a while not going ahead with the deal, its a
19 combination of those reasons, and looking back on them I can't honestly tell
16:17:23 20 you what I was thinking on the 19th January, but its a combination of those
21 arrangements, but I never implemented, the fact is I never implemented any of
22 them, that's the point.
23
24 That's why I wouldn't recollect it. I didn't break the arrangement with him to
16:17:36 25 rent the house. I did that, I fulfilled the option to rent it and then buy it.
26 I didn't give the money back to him, so I didn't make any change, whatever I
27 thought about, I didn't make any change.
28 Q. 493 In the course of the interview could I suggest to you that the only reason for
29 your giving the money back to him, it was canvassed in a question and answer
16:17:59 30 series, was that you intended to give it back so that he could implement the

16:18:03 1 original plan, isn't that a fair summary?

2 A. Yes that's a fair summary, but I just, it is only right that I tell you the

3 whole story, as I said earlier on to you Justice Faherty, I did go looking at

4 other houses, it was obviously, I wouldn't have been doing that if I wasn't

16:18:21 5 thinking, it was pointed out to me by a number of people close to me that I was

6 doing that, and Michael Wall knew I was doing that and other people knew I did

7 that, but I didn't implement any of those plans. I suppose there is nothing

8 wrong with looking at house.

9 Q. 494 But I am curious, Mr. Ahern, as to why it is that you didn't address that as

16:18:37 10 the reason for your taking back the money and/or purchasing the 30,000 pounds

11 at the time when you were asked about it in the interview, because its clearly

12 quite a different thing --

13 A. Yes. I accept that, Mr. O'Neill, the reason for that frankly is when all of

14 this was getting a lot of air time last summer, people were pointing out to me

16:18:59 15 that I did actually go look at houses and that I did, that I was considering

16 buying a house, people pointed that out to me, which I didn't really recollect

17 to be honest.

18 Q. 495 Well I have difficulty I have to say in relation to the issue where you are

19 positive, insofar as you can be, in your statement of last week, where you

16:19:27 20 state that you purchased sterling with the intention of returning it to Mick

21 Wall in the light of your then change of mind.

22 Now when you purchased the 30,000 pounds sterling, you say in your statement

23 that it was with the intention of returning it to Mr. Michael Wall, is that

24 right?

16:19:47 25 A. Yes.

26 Q. 496 As his contribution to you?

27 A. Yes.

28 Q. 497 Yes. You having decided you are not going to go ahead with the deal --

29 A. It wasn't a contribution, Mr. O'Neill. It was him putting money into Celia

16:19:59 30 Larkin's account, and if I wasn't going ahead with the deal therefore he is

16:20:03 1 entitled to receive that money back, whether it was from the account that she
2 put it into or from the account that I had, it wouldn't have made any
3 difference.

4 Q. 498 Mr. Ahern, when I use the word contribution, I am using the word which you
16:20:14 5 chose to apply to this particular transaction and I will quote, if we can see
6 on page 23280, the statement you made last week to the Tribunal was "I had thus
7 reverted to the original arrangement with Mick Wall, hence the return of Mick
8 Wall's contribution did not take place."

9 A. Yes.

16:20:33 10 Q. 499 You identify Mr. Wall's money as being a contribution, isn't that right?

11 A. Yes, to the project.

12 Q. 500 Yes. Now, in fact your intention was, you say, "So in summary on this issue I
13 am clear that I purchased sterling approximately 30,000 pounds at some point in
14 early 1995, in order to give the money to Mick Wall". You are certain about
16:21:01 15 that, the reason for the purchase of the money was to give it to Mick Wall?

16 A. I think that's -- that is the reason I would have purchased sterling.

17 Q. 501 And is that because that had been his contribution?

18 A. Well if I didn't follow through on the arrangement, 30,000 of his money was in
19 Celia Larkin's account and if I didn't go ahead with it, that money would have
16:21:26 20 to be returned to him.

21 Q. 502 But can that possibly be an explanation for you buying 30,000 pounds sterling,
22 Mr. Ahern? I'd just like to you think about that you have offered it --

23 A. I can't think of any other reason I could would do it, if I want to put it that
24 way, maybe I can speculate. But if I was going to, he had 30,000, if I wasn't
16:21:46 25 going to go ahead with the project I would have had to give him that money
26 back. Now, I didn't implement that, we know I didn't implement it so frankly I
27 used it for two different reasons and we know the different reasons that I
28 implemented but you are asking me what would I have done in the early part of
29 1995 precisely now why I did that. I am trying looking at really two and maybe
16:22:06 30 three reasons why I think I could have done that and I can't, I can't be any

- 16:22:10 1 more precise.
- 2 Q. 503 Sure. But as regards your current answers to me, they are answers which you
3 are capable of giving, having conducted a detailed examination yourself, before
4 you ever came into the witness box, as to the circumstances which led to your
16:22:27 5 buying the 30,000 and your view about returning it, isn't that right?
- 6 A. Yes.
- 7 Q. 504 And you are now telling me that the reason why you were going to return it, and
8 this I suggest is consistent with what you said in your sworn statement on
9 Thursday last, was that you intended to return to Mr. Wall, his 30,000 because
16:22:47 10 he had paid you 30,000, isn't that what you said?
- 11 A. Because if I didn't go ahead with the arrangements.
- 12 Q. 505 Before we deal with what might happen if you didn't go ahead with the
13 arrangements, are you agreeing with me that you were offering as the
14 explanation for purchasing 30,000 pounds sterling, the fact that you intended
16:23:08 15 at that time to return that 30,000 to Mr. Wall?
- 16 A. I do believe that's why.
- 17 Q. 506 Yes. The reason why you were going to return that 30,000 to him was because he
18 had made a contribution to you of 30,000, is that right?
- 19 A. Yes, well he put the money into Celia Larkin's account.
- 16:23:25 20 Q. 507 Right. Now, can I suggest to you, Mr. Ahern, that that is totally contrary to
21 all of the evidence that has been given so far by Ms. Larkin and by Mr. Wall
22 and indeed by yourself in your written responses, because in all of that
23 material and information provided to the Tribunal you were saying that the
24 30,000 pounds, which is reflected by the 28,772.90 lodgement, was never given
16:23:57 25 to you in the sense that it was never given over to you so that you would have
26 any proprietorial interest in it, it was merely given to you as a conduit so
27 you could pass it on and lodge it, isn't that the explanation you have given so
28 far?
- 29 A. Correct and that is the reason.
- 16:24:14 30 Q. 508 Right. If that is the reason, Mr. Wall never made a contribution to it, isn't

- 16:24:18 1 that right?
- 2 A. Yes.
- 3 Q. 509 And if he never made a contribution to you there is no reason for to you give
- 4 him money back, isn't that right?
- 16:24:26 5 A. No, its not correct.
- 6 Q. 510 That I find difficult to understand, maybe you will explain it?
- 7 A. Well can I explain it to you.
- 8 Q. 511 Please.
- 9 A. If Mr. Wall puts money into Celia Larkin's account and I don't proceed with the
- 16:24:37 10 deal, I don't proceed with the deal, Mr. Wall, his money is in Celia Larkin's
- 11 account, he is entitled to his money back, she is then not going administer his
- 12 money in his account, is that not clear to you.
- 13 Q. 512 That's absolutely clear to me.
- 14 A. Thank you.
- 16:24:52 15 Q. 513 If that is clear to me the money that would go back to Mr. Wall would be the
- 16 money that's in Celia Larkin's account, the 28,772.90 pounds, not your 30,000
- 17 pounds, which is coming out of an entirely separate account originally of
- 18 50,000 pounds, which was your money. You didn't have to pay back your money to
- 19 Mr. Wall because Mr. Wall on your evidence, had given you no money. Do you
- 16:25:22 20 understand the proposition?
- 21 A. Yes, Mr. O'Neill. But I understand that, but Celia Larkin is not an unknown
- 22 person to me. Celia Larkin was then my partner.
- 23 Q. 514 Yes.
- 24 A. Was my life partner. The money was in her account.
- 16:25:40 25 Q. 515 Yes.
- 26 A. The other account was my money. She wasn't an unknown person to me, the fact
- 27 that it came out of one of the accounts that was in her name rather than the
- 28 other account made absolutely no difference, Mr. O'Neill. She wasn't a
- 29 stranger.
- 16:25:49 30 Q. 516 I don't believe, Mr. Ahern, that that affords an explanation for the fact as to

16:25:58 1 why it was that in the event that you were going to buy sterling, you would go
2 to the trouble and expense of spending your own money to give your own money
3 back to Mr. Wall when all the evidence so far is that the money of Mr. Wall's
4 was still Mr. Wall's and still in the account of Ms. Larkin?

16:26:19 5 A. Yes.

6 Q. 517 Do you understand?

7 A. Yes, but if I was going to give back the money -- if I was going give back the
8 money, if you have a person and there is two sums of money, and you take -- the
9 accounts were in the same name. The accounts were in Celia Larkin's name, both
10 accounts were in Celia Larkin's name, one flow of money was from Michael Wall
11 the other flow was from my accounts. If I gave back the money from my account
12 then the other money was remained in Celia Larkin's name so, its the same. Its
13 it's the same thing.

14 Q. 518 With respect, its not?

16:26:56 15 A. It is because Mick Wall didn't care it, wasn't his account. He had put the
16 money into Celia Larkin's account, if you pay back the money from my account,
17 because I had the cash, regardless of what circumstances it was, Michael Wall
18 has back his money, he gave money to me, I gave it to Celia Larkin, I take it
19 back out, and I give it back to him. What's -- what difference does it make.

16:27:21 20
21 CHAIRMAN: Mr. Ahern, I think the point that Mr. O'Neill is making is that if
22 this 30,000 in Ms. Larkin's name which came from Mr. Wall was ear-marked for
23 money to be expended on behalf of Mr. Wall in the house, that's the only
24 purpose of that account?

16:27:41 25 A. Yes.

26
27 CHAIRMAN: It had no other purpose, it wasn't there to be spent by you or by
28 Ms. Larkin for anything else?

29 A. I agree.

16:27:50 30

16:27:50 1 CHAIRMAN: And if you were of a view that you would return this money to
2 Mr. Wall, surely the obvious thing would be to go to that account and take it
3 out and, because clearly that is the money that should go back to Mr. Wall if
4 that was your intention?

16:28:08 5 A. Yes, Chairman. I have no problem about that if Mr. Wall wasn't a very good
6 personal friend of mine and if Celia Larkin wasn't my partner but the position
7 is that -- by the way can I just say, Chairman, this never happened anyway so
8 its totally hypothetical, I never paid back the money to Mr. Wall so -- but
9 anyway, if --

16:28:29 10
11 CHAIRMAN: No these, these questions are really directed as part of the inquiry
12 into the purchase of sterling.

13 A. Yes well --

16:28:36 15 CHAIRMAN: How did that come about and what prompted the purchase of sterling?
16 And your evidence, your information to the Tribunal and evidence is that it was
17 with a view to returning the contribution or funds that came from Mr. Wall for
18 expenditure on the house?

19 A. Yes.

16:28:55 20
21 CHAIRMAN: So it was a specific account opened for a specific purpose, holding
22 nothing else but that 30,000, that's the --

23 A. Yes, yes. Well, Chairman, if it was today and we were here knowing that all of
24 this was going to be played out in public, strictly on the interpretation you
16:29:14 25 would say well the accounts that Mick Wall's money went into, because he gave
26 the money to me and I gave it to Celia Larkin and Celia Larkin gave it to the
27 bank, therefore to comply with the same flow you would take not the money out
28 of the 50 from me, but out of the other account. But the fact is, Chairman,
29 Celia Larkin was my partner, Michael Wall was my friend. Its a distinction
16:29:39 30 that if it was a business or if it was a person that was unknown to me that

16:29:44 1 would have been the sequence, but from Michael Wall's point of view, if I did
2 give him back the money he wouldn't have cared whether it went from the first
3 or second account, but anyway it never happened because I never gave him back
4 the money when I changed it into sterling.

16:30:00 5
6 MR. O'NEILL: Mr. Ahern, I think we have establish two things. Firstly, in the
7 interview you never addressed the possibility as an explanation for the
8 purchase of sterling, that it was purchased with the intention of returning it
9 to Mr. Wall as a contribution as the return of his contribution, isn't that
16:30:19 10 right?

11 A. No, I stated that, and I'm still stating that one of the views -- you see you
12 are asking me to put an exactitude and certainty on what was on my mind on the
13 19th January.

14 Q. 519 Yes.

16:30:38 15 A. Mr. O'Neill, I understand you are doing your job and that's a fair question.
16 But the answer to that is I can't do it. I am trying to give you my best
17 recollection why I got up out of bed on the 19th January and asked Celia Larkin
18 to take out the 50,000 account, I'm not sure why I did that, I'm trying now 12
19 years on to see why I might have done that. And it had to be A I was going to
16:30:58 20 give it to Mick Wall because I was going around the country and let him do the
21 whole job himself, or B, because I was looking at houses as has been pointed
22 out to me, that I was going to give him back his money.

23
24 The conclusion is, I did neither. I didn't give Mick Wall back his money and I
16:31:14 25 didn't break the deal. I continued to the arrangement, so whatever was on my
26 mind, and the reason I probably can't give you a better reflection of what I
27 was doing on the 19th of January is because I didn't do it. I am sure there
28 are some mornings you get up and you think I might do this or I might do that
29 and then you don't do them so, its hard to remember.

16:31:34 30

16:31:34 1 CHAIRMAN: I just have to remind members of the public you are not allowed clap
2 and if you want to clap --
3

4 Q. 520 MR. O'NEILL: Mr. Ahern, I am of course questioning you as to what took place
16:31:54 5 on the 19th January of 1995, but I am also questioning you in relation to the
6 responses which you have given to me and through me to the Tribunal as recently
7 as April of 2007, that is not a long time ago, and we have established through
8 the questioning, I believe, that in that questioning earlier this year you did
9 not make any reference to a matter which is now offered by you as the
16:32:28 10 explanation for your actions in 1995.
11

12 Now, I am asking you why it is that if the matter is something that you can
13 tell us about now, why it was that you didn't tell us that information some
14 months earlier? And its exploring that area rather than what you thought
16:32:48 15 necessarily 17 or 20 years ago, whatever it was it might be 12 years ago that
16 my questions were focused.
17

18 And I was asking you whether or not it was the case that you accept from me
19 that in the course of the interview the only explanation that you were
16:33:07 20 tendering for the acquisition of the sterling at the time, or for the
21 acquisition of the funds at that time was that it was intended to be returned
22 to Michael Wall to implement the original plan and that at a later stage you
23 decided to change it into foreign currency and give it back to him in foreign
24 currency, isn't that right? And you were doing that, your explanation for that
16:33:33 25 and when it was put to you that this was unusual that you would give him
26 sterling in order to conduct a building operation in Ireland, your explanation
27 for that was that "Well he dealt in sterling" that's the reason that you paid
28 him in sterling.
29

16:33:48 30 But it wasn't with the intention of returning to him a sterling contribution

16:33:52 1 which he had made to you in, on the 5th December of 1994, because all the
2 evidence that you have given in relation to that transaction was to the effect
3 that you acted only as a conduit and he never actually made that money, paid
4 that money to you, isn't that where the conflict arises between what you are
16:34:14 5 now indicating to the Tribunal and what you had originally indicated in the
6 interview?

7
8 You are now offering as an explanation for the purchase of sterling the fact
9 that it was intended to be returned as he had given you a contribution in
16:34:29 10 similar amount, isn't that so, that's where we are in conflict?

11 A. Sorry I don't think there is a great contradiction.

12 Q. 521 You don't?

13 A. No. But if I can succinctly say that whether it was A, to give him the money
14 so that he could carry out the operation, either with Gerry Brennan or with
16:34:49 15 Celia Larkin or whatever and that I changed it to give him that money, or
16 whether I change it had because it had been subsequently pointed out to me by a
17 number of people after did I the interview with you that I was still looking
18 around for a house. And that recalled to me that there was a period that I was
19 thinking of not going ahead with it. If its the first reason or the second
16:35:10 20 reason, its still the same conclusion, that the reason that I changed the
21 money, some of the 50,000, 30,000 approximately into sterling was either to
22 give it to him to do the job, and finish the job, or to give it to him so that
23 I would move on from the deal. It is either one. And I am not -- I wouldn't
24 have elaborated at all on the other one only that it was pointed out to me by a
16:35:42 25 number of people and a number of auctioneers that I did actually look at a
26 number of houses, and of course they brought that to my attention because it
27 got a lot of prominence last year. I wouldn't have entered, raised the issue
28 only for that and maybe I shouldn't have because I created confusion, I am
29 sorry if I did that.

16:35:53 30

- 16:35:53 1 But that is the reason why -- its one of those reasons, I am just trying to
2 make the best, the best estimation on it. But either way, I didn't implement
3 either of them.
- 4 Q. 522 But I think you would agree with me, Mr. Ahern, that if you consider that the
16:36:11 5 money that was paid by Mr. Wall in St. Luke's on the 3rd December 1994, was a
6 contribution to you that required to be refunded, if that is a conclusion that
7 one must draw from your account of events now, that conclusion inevitably leads
8 to the conclusion that the account that you had given of your acting merely as
9 a conduit for his funds must fall, it can't be accurate?
- 16:36:43 10 A. No, no, Mr. O'Neill.
- 11 Q. 523 You don't accept that?
- 12 A. Because what you are doing now, what you have been trying to do. You are
13 trying to say that the money that Mr. Wall gave into the account was in some
14 way for me it wasn't for me.
- 16:36:58 15 Q. 524 Sorry I didn't hear the last?
- 16 A. Sorry what you are trying to say was the money Mr. Wall gave on the 6th of or
17 the 3rd of December 1994, was from me. It wasn't from me.
- 18 Q. 525 Yes.
- 19 A. It was money to go towards the refurbishment of the house when the contract was
16:37:17 20 completed, later on the following year, and that was his contribution.
- 21 Q. 526 Yes.
- 22 A. If -- so if I pulled out of the arrangement, if I pulled entirely out of the
23 arrangement then Mr. Wall had to continue on to do up the house.
- 24 Q. 527 Yes.
- 16:37:32 25 A. So that money, whether it went from one of Celia Larkin's accounts or the other
26 one would have had to go back to Mr. Wall, because we wouldn't have been
27 administering it, that's the point. But that never happened.
- 28 Q. 528 Its that very last point, Mr. Ahern, that is causing me considerable difficulty
29 in understanding how it is that on the one hand you can say "I didn't receive
16:37:55 30 money from Mr. Wall" if you didn't the correspondingly there is no obligation

16:37:59 1 to return money to him. And at the same time to go on and say "I decided I
2 would purchase 30,000 pounds for the purpose of returning it to Mr. Wall as his
3 contribution".
4

16:38:11 5 I am putting to you that those are two mutually exclusive situations and that
6 they are self-contradictory, one either -- either one of those can be an
7 explanation or the other can be an explanation, but they don't sit together,
8 because you cannot give back to somebody a contribution if that person never
9 made a contribution to you in the first instance, do you understand?

16:38:36 10 A. I understand what you are saying.

11 Q. 529 Okay.

12 A. But if Mr. Wall, in this case, gave 30,000 approximately to me and I gave it to
13 Celia Larkin.

14 Q. 530 We know that.

16:38:48 15 A. For a purpose.

16 Q. 531 Yes.

17 A. If the purpose wasn't fulfilled Mr. Wall had to get back his money, otherwise
18 if we didn't, if I didn't go ahead -- maybe if I put it this way, Chairman, if
19 I pulled out of the arrangement and if the work wasn't administered by us and
16:39:08 20 Celia Larkin held onto the 30,000 that was robbing his money. Isn't that
21 correct?

22 Q. 532 Absolutely. But there is no question of her doing anything here other than
23 acting as his agent in respect of the money that he gave her?

24 A. Yes.

16:39:23 25 Q. 533 He didn't give that money to you. If he went ahead with the project there is
26 no reason why Ms. Larkin couldn't have still acted as his agent in relation to
27 it, that was why she was there in the first instance, that's why she opened the
28 account with his money, and if it was decided that because of your relationship
29 with her that she didn't want to facilitate Mr. Wall in the way in which was
16:39:47 30 originally intended, it was a simple matter for her to say I am going to

16:39:51 1 transfer the money which is currently in the account in my name which is
2 exclusively your funds, into any other account you want, isn't that so, but
3 that didn't happen?

4 A. No because --

16:40:02 5 Q. 534 Or wasn't even contemplated as being the approach?

6 A. But listen, Mr. O'Neill, with the greatest of respect, we are here the two of
7 us to a large gallery, talking about what was in contemplation. The fact is,
8 it doesn't matter what was contemplated the fact is the money, the money that
9 Celia Larkin got, or I got, gave to Celia Larkin, went into the bank, stayed
10 there and was used. The money that I got, my money, from the two accounts that
11 I had and put in 50,000 I took out. So none of this ever happened. So we are
12 here contemplating what might have happened, none of it happened. If you asked
13 me the question did I take out 50,000 on the 19th of January 1995? Yes, I did.
14 Did I subsequently spend all that money on the house except for the money I
15 re-lodged? Yes I did. The answer to that is yes.

16
17 Did I re-lodge some of the money, or did I change some of the money into
18 sterling? Yes I did. But what are we talking about contemplation? It didn't
19 matter what I contemplated.

16:41:12 20
21 JUDGE FAHERTY: Mr. Ahern, just to say that the focus of Mr. O'Neill's questions
22 is the rational, his probing you as to the rational for the purchase of 30,000
23 sterling, which you say you purchased some time between the 19th of January and
24 the 15th June, as I understand it, in 1995?

16:41:32 25 A. There is no dispute about that.

26
27 JUDGE FAHERTY: But that's what Mr. O'Neill is, that's what he is probing. The
28 fact that you didn't, as you say, carry out or implement the A or B as put by
29 Mr. O'Neill earlier, is not the question. The question is, Mr. O'Neill is
16:41:53 30 putting to you, is the rational for the purchase by you, that's the focus of

- 16:41:57 1 his questions, do you understand?
- 2 A. I do Justice, but I can understand that if I carried any of these things
- 3 forward. I was trying to give the best of my recollection of why, and the
- 4 question Mr. O'Neill was asking me earlier on why I took out the 50,000 and I
- 16:42:13 5 said, I either took it out so that I would have the money so if I had bills
- 6 would I pay them or perhaps I was going to give a portion of it or all of it
- 7 over to Mr. Wall so he could get on with the project which is what I said last
- 8 April, or the fact it was pointed out to me that for a time I thought of
- 9 pulling out of the project. Now I didn't. The only one of those I implemented
- 16:42:37 10 was A, which was the fact that I took out the money and I used it for A paying
- 11 drafts on 11,743, B, 9,665, C paying 3,000 back to Celia Larkin, 4, 7,050 in
- 12 cash and five, buying sterling.
- 13
- 14 Now, for the life of me I can't see what the argument with the Tribunal is. I
- 16:43:01 15 did all of those things and I am not disputing any of those things, that's the
- 16 factual position. What my contemplation might be, I don't really see the
- 17 relevance of that but maybe I am missing the point.
- 18
- 19
- 16:43:12 20 Q. 535 MR. O'NEILL: Mr. Ahern, if we follow your payments through or if we follow your
- 21 intention through to its logical conclusion and assume that you had bought the
- 22 30,000 pounds for the purpose for which you say you bought it, namely the
- 23 return of that money to Mr. Wall as his contribution, once you had effected
- 24 that transaction Mr. Wall would have been handed 30,000 pounds of your money
- 16:43:35 25 and he also would have the proceeds of an account which was being held in his
- 26 name, sorry, which was being held in her name by Ms. Larkin on his behalf,
- 27 isn't that so?
- 28 A. No it is not correct.
- 29 Q. 536 Would it not involve Mr. Wall then --
- 16:43:48 30 A. No it is not correct, Mr. O'Neill.

- 16:43:50 1 Q. 537 Why?
- 2 A. Because he would have got back the money.
- 3 Q. 538 No.
- 4 A. Because it was in Celia Larkin's account and Celia Larkin was my partner. What
- 16:43:58 5 you are now saying to me, you are asking me a question.
- 6 Q. 539 Yes.
- 7 A. Would I give him back 30,000 of my 50 and give him back the other 28,000 as
- 8 well, why would I pay him pack 58,77.09.
- 9 Q. 540 Mr. Ahern, it wasn't a matter for to you pay back to Mr. Wall money that was
- 16:44:16 10 already in an account of Mr. Wall's. Mr. Wall's account was the account being
- 11 run by Ms. Celia Larkin in which there was 28,772.90 pounds. It did not
- 12 require to, to you do anything to give that money to Mr. Wall, because it was
- 13 in trust for Mr. Wall in Ms. Larkin's account. If it was intended to give him
- 14 back his money, it was simply a matter for her to say "I'm closing this account
- 16:44:46 15 and giving you its proceeds" instead you buy 30,000 pounds sterling, what I am
- 16 suggesting to you is that if you gave that 30,000 pounds sterling back to
- 17 Mr. Wall, he is still the trust owner of that particular account because it was
- 18 opened for him with his money and it was being controlled by Ms. Larkin. It
- 19 follows that he --
- 16:45:12 20 A. Well, Mr. O'Neill, you are putting a formality in the relationships that was
- 21 not there. If you look, if you take for example, can you turn up Celia
- 22 Larkin's account?
- 23 Q. 541 Yes.
- 24 A. Please, the 28,772.90 which was the one Michael Wall's money went into.
- 16:45:29 25 Q. 542 Yes, just bare with me a moment.
- 26
- 27 CHAIRMAN: Mr. O'Neill, I am concerned I understand Mr. Ahern has a commitment
- 28 at half four its now nearly quarter to five?
- 29 A. If I can finish that point please, Judge.
- 16:45:43 30 Q. 543 Its page 23020.

16:45:47 1 A. Now, if I can make the point.

2 Q. 544 Yes.

3 A. That is Celia Larkin's account.

4 Q. 545 Well --

16:45:54 5 A. In her name with Michael Wall's money.

6 Q. 546 Fine.

7 A. Now. If you look at the last entry there 20,050.91.

8 Q. 547 Yes.

9 A. That is made up of the money for the conservatory, the money from Brown Thomas

16:46:11 10 and the remaining amount of 9,684.71.

11 Q. 548 Yes.

12 A. That money went straight from that account, which was Mr. Wall's account,

13 straight over to my account with no formality. So that, Mr. O'Neill, with the

14 greatest of respect, shows that there was no level of Chinese walls between our

16:46:34 15 two accounts. Because the -- if you follow what you have been arguing for the

16 last half hour, that 20,050 could not have been transferred, with two drafts

17 were paid for, but there was a remaining 9,684.71 which was Mr. Wall's money

18 and went straight over to my account. Now, doesn't that show, and isn't that

19 patently obvious to anyone who can add one and one, shows that the connection

16:47:03 20 between our two accounts was not a formality which you are trying to purport to

21 it, Mr. O'Neill.

22 Q. 549 What you are saying therefore, Mr. Ahern, is that from the very beginning when

23 these two accounts were opened, both on the same day, that is the 5th December

24 1994, one with 50,000 pounds in it, yours, and one with 28,772.90 pounds of

16:47:29 25 Mr. Wall's, that there was no difference between those accounts at all, is that

26 right?

27 A. The difference was one was Michael Wall's money and the other was mine.

28 Q. 550 Yes.

29 A. And we set about to do a project, which we ultimately did. But if there was a

16:47:43 30 bit of a shortfall somewhere, like in my case, Celia Larkin needed another

16:47:48 1 3,000, I gave her the 3,000 cash. In the other case when Mick, Michael Wall
2 had some money left over after he paid those that transferred over to my
3 account, I mean Celia Larkin was my partner, Michael Wall was My Friend, I mean
4 we weren't some legal entity watching every tap. I think to be honest that
16:48:05 5 shows clearly what the two of us were trying to do. And I don't think it was
6 in anyway irregular.

7 Q. 551 I haven't suggested for a moment, Mr. Ahern, that its irregular. I am just
8 suggesting to you that its entirely inconsistent with your belief that the
9 monies in this account were monies that you had to return to Mr. Wall, because
16:48:32 10 they were at all times his?

11 A. But at the end of the day, what I said to you from the start, Mr. O'Neill, that
12 I said it from the time, the first chart was put up in the 20th of June of last
13 year, that the remaining balance was reconciled when Michael Wall came over to
14 Ireland for the first time after the crash on the 1st December, and with the
16:48:57 15 20,050 which shows, that was made up of 5,250 for the conservatory, 3,000 for
16 the conservatory to a different company, Brown Thomas 2,116, 9,684 which was
17 left over and that was moved over to the account.

18
19 It was no Chinese walls, we were just trying to do up a house that was 12,000
16:49:23 20 square feet, no great deal, and that's all I was trying to do. I was trying to
21 do nothing else.

22
23 CHAIRMAN: All right, Mr. O'Neill. I understand from Mr. Maguire, I think Mr.
24 Ahern has a commitment. We will just have to agree to differ for the moment on
16:49:41 25 this issue. I understand that Mr. Ahern is available on Monday afternoon?

26
27 MR. MAGUIRE: He expects to be available for Monday. On inquiry from
28 Mr. O'Neill he indicated he wouldn't finish by five today, and the suggestion
29 was that another afternoon and in those circumstances at the break it was
16:49:58 30 indicated that perhaps Monday would be available. That has to be confirmed its

16:50:03 1 a question of again altering his diary, but hopefully it will be Monday.

2

3 CHAIRMAN: All right.

4

16:50:09 5 MR. MAGUIRE: If Monday isn't available the suggestion is Friday.

6

7 CHAIRMAN: All right. Thank you.

8

9 **THE TRIBUNAL THEN ADJOURNED TO THE FOLLOWING DAY**

16:50:26 10 **FRIDAY 21ST SEPTEMBER 2007 AT 10 AM.**

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