

**THE HIGH COURT**

**[2023] IEHC 103  
[2020 NO. 13 CAB]**

**PROCEEDS OF CRIME  
IN THE MATTER OF SECTION 3(1) OF THE PROCEEDS OF CRIME ACTS 1996-2016  
BETWEEN**

**CRIMINAL ASSETS BUREAU**

**APPLICANT**

**-AND-**

**ROSS BROWNING, IAN O'HEAIRE, SINEAD MULHALL, STEPHEN FOWLER, JULIE CONWAY,  
LESLEY CONWAY, CHERYL BROWNING, AND ROBYN BROWNING**

**RESPONDENTS**

**JUDGMENT of The Hon. Mr. Justice Alexander Owens delivered on the 15th day of  
February 2023.**

1. This is an application by the Criminal Assets Bureau (the Bureau) for orders under s.3(1) of the Proceeds of Crime Act 1996 (the 1996 Act). It was commenced by originating notice of motion on 28 July 2020.
2. Ross Browning and his partner, Sinead Mulhall, were born in 1983. They have three children together. They occupy and control a complex consisting of a dwelling, large barn-like sheds, stables, yards, a sand riding arena, and an access driveway. This development is located on land to the north and east of a single storey cottage called Chestnut Lodge near Naul, County Dublin.
3. This development was erected without planning permission. It was constructed so as to conceal the residential element behind large sheds.
4. The land on which Chestnut Lodge and this development are situated (Naul) is comprised in a Folio of the Register of Freeholders County Dublin, identified in the originating notice of motion. The registered owner is Ross Browning's maternal grandfather, William Conway. He died intestate on 9 November 2018.
5. On 19 January 2022 this Court made an order joining Ellen Conway as a respondent to this application. Ellen Conway is the widow of William Conway. She was appointed as administratrix of his estate on 27 May 2021.
6. Naul was bought in November 2012. The purchase price was €120,000. At that time, Chestnut Lodge was derelict and there were a few old sheds in a field behind this cottage. Chestnut Lodge has since been enlarged and extensively renovated. It is now occupied by Ross Browning's mother, Julie Conway and by her husband, DO'B. They married in 2020.
7. €100,000 of the purchase price of Naul was funded by proceeds of a sale by William Conway of a house at Deanstown Road, Finglas to Ian O'Heaire for €120,000 in November 2012. This property (Deanstown Road) is comprised in a Folio of the Register of

Leaseholders for County Dublin identified in the originating notice of motion. €20,000 of the contract price was left unpaid when the sale closed.

8. Ian O’Heaire is a grand-nephew of William Conway and a second cousin of Ross Browning. Deanstown Road was bought by William Conway for €57,250 in January 2012. Deanstown Road was extensively renovated in the period between January 2012 and July 2012.
9. The sources of funding which enabled William Conway to buy Deanstown Road comprised, for the most part, compensation which he received in 2008 and 2010. The source of funding which enabled Ian O’Heaire to pay €100,000 towards Deanstown Road was compensation totalling €152,134 which he received in August and September 2012. Most of the balance needed to fund the purchase of Naul and associated legal costs and fees came from credit union savings of a son of William Conway.
10. The Bureau claims that these transactions were orchestrated by Ross Browning. The Bureau claims that money provided by William Conway and by this son of William Conway and Ian O’Heaire was deployed as part of arrangements to launder proceeds of crime by substitution, using legitimate assets to acquire Deanstown Road and Naul for Ross Browning, and that he controls these properties.
11. The Bureau claims that the cost of renovating Deanstown Road in 2012 was met by Ross Browning out of proceeds of crime. The Bureau also claims that the cost of new buildings and other facilities to the north and east of Chestnut Lodge was funded by Ross Browning out of proceeds of crime. The Bureau also claims that much of the cost of extending and renovating Chestnut Lodge was provided by Ross Browning from proceeds of crime.
12. The Bureau Claims that two adjoining plots of land at North Beach in Rush, County Dublin on two Folios of the Register of Freeholders for County Dublin identified in the originating notice of motion, which were bought in 2011, were funded by proceeds of crime provided by Ross Browning. Julie Conway is registered as the owner of these plots. It is claimed that Ross Browning is the real owner. The Bureau claims that Ross Browning orchestrated these transactions.
13. The Bureau also claims that various items seized from Ross Browning and from some his relatives on 23 February 2018 represent or are derived from proceeds of crime.
14. These items are €2,750 cash found during a search of the Cheryl Browning’s flat in Dublin 1; a number of valuable watches and a diamond solitaire ring found in in the search of this flat; a black VW Golf 142D, registered to NF, seized outside this flat; €6,400 found during a search of Robyn Browning’s flat in Dublin 1; €2,800 cash found during a search of Chestnut Lodge; a black Honda Blackbird CBR motorcycle 07LS registered to Stephen Fowler, found in the shed at Naul; a Blue Audi Q7 SUV 10D, registered to Sinead Mulhall, seized from outside the new house at Naul; a black Mercedes-Benz Vito van GGZ, registered to Ross Browning, seized from outside the new house at Naul; €4,900 cash

seized from the home of Lesley Conway, at Navan Road in Dublin and a white VW Golf 12D, registered to Lesley Conway, seized from outside this dwelling.

15. Cheryl Browning is a sister of Ross Browning. Lesley Conway is an aunt of Ross Browning. Stephen Fowler is an associate of Ross Browning. Robyn Browning is a sister of Ross Browning. Ellen Conway is Ross Browning's grandmother.
16. Ellen Conway claims that Naul forms part of the estate of William Conway. She asserts that the claim by the Bureau under s.3 of the 1996 Act relating to Naul is time-barred against the estate of William Conway as it was not brought within two years after his death. Ellen Conway also claims that the estate of William Conway should benefit from any buildings or improvements to Naul.
17. This Court rejects the contention of Ellen Conway that s.9(2) of the Civil Liability Act 1961 (the 1961 Act) has any relevance to this application for the reasons set out in the judgment in *Criminal Assets Bureau v. Walsh* [2021] IEHC 457.
18. The amendment to s.11(7) of the Statute of Limitations 1957 (the 1957 Act) effected by s.10 of the Proceeds of Crime (Amendment) Act 2005 does not alter the view of this Court that the time-bar provisions in s.9(2) of the 1961 Act do not apply to applications under s.3 of the 1996 Act. That amendment dealt with an issue of whether a time-bar provision of the 1957 Act relating to actions on forfeitures was applicable to proceedings under the 1996 Act. The terms of the amendment make clear that it cannot be an aid to proper construction of the provisions of the 1996 Act or of any assistance in deciding whether the provisions of the 1957 Act or s.9(2) of the 1961 Act have any application to proceedings under s.2(1) or s.3(1) of the 1996 Act.
19. The issue is whether applications under ss. 2(1) and 3(1) of the 1996 Act are of a type to which any provision of the 1957 Act or to which s.9(2) of the 1961 Act can apply. This Court has already answered that question in the negative. There is no basis on which any of these limitation provisions could possibly apply to proceedings under s.2(1) or s.3(1) of the 1996 Act.
20. Were this Court not constrained by judicial authorities to the contrary, it would also conclude that s.9(2) of the 1961 Act is confined to proceedings where "a relevant period" can be identified as prescribed by a limitation enactment and that all of the alternative scenarios contemplated by s.9(2)(a) and s.9(2)(b) of that Act only relate to causes of action which may become time-barred by reference to a "relevant period". Proceedings under s.2(1) and s.3(1) of the 1996 Act could not fall within this rubric.
21. The Bureau submitted that this application was brought within two years of the death of William Conway. The Bureau argued that if s.9(2) of the 1961 Act did apply to applications under s.3(1) of the 1996 Act, this application was brought within time.

22. The provisions of the 1996 Act are such that rules relating to devolution of title and administration of property comprised in estates are irrelevant to the core issue of whether a property in possession or control of a respondent is derived from proceeds of crime. It follows that limitation provisions directed to legal disputes concerning property comprised such estates are also irrelevant.
23. The application of s.9(2) of the 1961 Act urged for by the estate of William Conway is completely at odds with the scheme and purposes of the 1996 Act. This Court remains unpersuaded by the argument that the Oireachtas could only evince intention to exclude proceedings under s.2(1) or s.3(1) of the 1996 Act from the operation of s.9(2) of the 1961 Act by means of an express specific provision excluding the operation of the latter provision.
24. Section 1(1) of the 1996 Act defines "the respondent" as: "...means a person, wherever domiciled, resident or present, in respect of whom an interim order or interlocutory order, or an application for such an order, has been made and includes any person who, but for this Act, would become entitled on the death of the first-mentioned person, to any property to which such an order relates (being an order that is in force and is in respect of that person)."
25. The basis on which any person is identified as a respondent in applications under s.2(1) and s.3(1) of the 1996 Act is that such person exercises or is in a position to exercise "possession or control" of specified property: see s.2(1)(a) and s.3(1)(a). These orders firstly affect "the person" shown to be "in possession or control" of specified property. They operate to prohibit this person, who is the "respondent" in an application under s.3(1), "or any other specified person or any other person having notice of the order from disposing of or otherwise dealing" with the specified property." Other provisions of the 1996 Act allow any person to assert a proprietary claim to specified property and that it is not derived from proceeds of crime or should not be subject to restraint under s.2(1) or s.3(1).
26. The immediate effect of an interlocutory order under s.3(1) of the 1996 Act is that "the respondent or any other specified person or any other person having notice of the order" is prohibited from dealing with specified property which has been shown to be "in possession or control" of a person and to constitute "proceeds of crime" or property "...that was acquired, in whole or in part, with or in connection with property that, directly or indirectly, constitutes proceeds of crime."
27. Being "in possession or control" of property is not tied to concepts applicable to ownership of land or personal property such as indebtedness, trusteeship, beneficial ownership, bailment, title, inheritance or legal rules relating to vesting of property of a deceased person on death. The concept of "relation back" of a grant of administration to date of death is not relevant to proceedings under s.2(1) or s.3(1) of the 1996 Act.

28. Those "in possession or control" of property include in some cases those who may have some right to make a claim on property seized in exercise of statutory powers and those who occupy property or are in possession of property or who exercise control over property, though they may not be the ostensible owners. Section 1(1A) of the 1996 Act provides that property is deemed to be in possession of a person notwithstanding that it is subject to a letting agreement or a trust or otherwise occupied by another person or is inaccessible.
29. The issue in any application under s.2(1) or s.3(1) of the 1996 Act is whether an item of property has the character of "proceeds of crime", or property acquired using "proceeds of crime". If property is found to have that character, those who might otherwise have rights to enjoy or control it by virtue of legal arrangements relating to possession or ownership such as devolution on death or inheritance are prevented from exercising those rights. Any property found to represent proceeds of crime in proceedings under s.3(1) of the 1996 Act is considered as being incapable of belonging to those who could otherwise assert legal rights of control over it.
30. The order under s.2(1) of the 1996 Act relating to Naul was made on 28 July 2020 following ex-parte application by the Bureau. S.2(1) provides that applications for what the side note to that section describes as "interim orders" are made ex-parte.
31. Depending on the nature of specified property claimed to be proceeds of crime, it may be necessary for this Court to direct that notice of making of the order under s.2 of the 1996 act be given to others with a potential interest in that property or because they should be made aware of the restriction on dealing with it. For instance, if an order affects land, it will be appropriate to advise a mortgagee. If an order affects a credit balance in a bank account or a credit union shares account, it will be appropriate to advise the bank or the credit union. A financial institution with notice of the order will not be able to pay out the money. It may hold a lien or right of security or set-off over a share or credit balance.
32. Some applications for orders under s.2(1) and s.3(1) of the 1996 Act relate to property registered in the name of or ostensibly once vested in a person who is dead. If a person who appears to be acting in a representative capacity is identified, that person will be given notice of the making of the order and the Court may direct that a copy of any application for an order under s.3(1) be served on that person. Those capable of coming within this category are duly constituted personal representatives of the deceased who have been issued with a grant of probate or administration or executors under an as yet unproved will who have not renounced their appointment.
33. Others may have status which is, to a greater or lesser extent, conditional. These are an executor de son tort and a person taking active steps to extract representation. An executor de son tort will usually be in possession or control of the asset claimed and will be named as a respondent for that reason. Finally, a person who is entitled to extract representation but unwilling to incur the expense of administration may be the only

person who has potential control of an asset which is not capable of enjoyment in possession. An example of such an asset would be a credit balance in a bank account held by a deceased. A person having the benefit of a credit union nomination, or a surviving joint account holder is in a different position as in such cases, depending on the nature of the arrangement, as the asset may not pass to the estate.

34. The concern of this Court at the interim order stage in the process is to comply with the provision within s.2(2) of the 1996 Act which specifies that: "An interim order- (b) shall provide for notice of it to be given to the respondent and any other person who appears to be or is affected by it unless the Court is satisfied that it is not reasonably possible to ascertain his, her or their whereabouts." This is important because of rules relating to onus of proof in applications under s.3(1) of the Act. Applicants under s.3(2) of the Act must adduce proof to displace findings already made in a substantive hearing. Potential claimants who may wish to become respondents to s.3(1) application should not be put at disadvantage by failure to consider whether they should be put on notice.
35. In this case the evidence relating to the estate of William Conway at the time of the applications under s.2(1) and s.3(1) of the 1996 Act relating to Naul was that no application had been made to extract representation to his estate. An obligation to notify a person presupposes that the person exists. There was no personal representative. The information provided to the court in this application consisted of a family tree giving a list of persons who had a right to apply for representation if he died intestate or without an executor willing to act.
36. This family tree included Ellen Conway as William Conway's "ex-wife". Ellen Conway is the estranged wife of William Conway. It transpired that she was entitled to extract representation to his estate because their marriage which was long over had not been formally dissolved.
37. Julie Conway, Ross Browning, and Sinead Mulhall were identified as in possession or control of Naul. Their possession and control of Naul made them appropriate respondents to any application under s.3(1) of the 1996 Act and the appropriate parties to be notified under s.2(1)(b) of the 1996 Act.
38. The evidence shows that Ellen Conway was not in "possession or control" of any part of Naul when the proceedings under s.3 of the 1996 Act were initiated, or since. The estate of William Conway has not been in possession or control of this property since his death. The estate of William Conway was not a necessary respondent to the element of this application under s.3(1) of the 1996 Act which relates to Naul at the time when it was commenced.
39. The effect of s.2(1) of the 1996 Act is that Ellen Conway became bound by the ex-parte order relating to Naul once she became aware that it had been made. It did not matter whether she was then executor under a will of William Conway or that she extracted a

grant of administration to substantiate a claimed entitlement of William Conway's estate to Naul at a later stage. Her status as legal personal representative of William Conway is only relevant to her capacity to contest this application on the merits.

40. If it transpired at any stage during the application under s.3(1) of the 1996 Act or during the currency of the order under s.2(1) of the 1996 Act that an applicant for representation of the estate of William Conway was identified, this Court could direct that the order and the proceedings be served on that person and make an order allowing that person to participate in the proceedings upon issue of the necessary grant of representation. This is what subsequently happened in this s.3(1) application.
41. If no grant of representation was extracted to the estate of William Conway, the Court would have utilised O.15 r.37 of the Rules of the Superior Courts to ensure representation of the estate if an interested person could be found who was willing to consent to act in that capacity. This procedure was availed of in *Criminal Assets Bureau v. Walsh* where the nominated respondent had a right to extract representation on behalf of her minor children who were entitled to the estate, but did not wish to take this step because there was no other potential asset in the estate
42. A person affected by an order under s.2(1) or s.3(1) of the 1996 Act may be unknown or unascertained or the whereabouts of that person may be unascertained. An application for order under s.3(1) may be contested by a person who has been given an opportunity to participate in the interlocutory hearing. A person who has not been given that opportunity may at a later stage avail of the provisions of s.3(2) and demonstrate that an item of property is not derived from proceeds of crime or that the order causes injustice.
43. A submission was made on behalf of the estate of William Conway that as he was the owner of Naul, the improvements to Chestnut Lodge and the structures erected at the rear of Chestnut Lodge became his property. This submission relies on the rule that title to fixtures and buildings erected or placed on land passes to the owner of the land. An example of the operation of this rule arises where an easement is granted to lay and maintain pipes under land. The pipes become the property of the owner of the servient tenement. The person who enjoys the easement has the right to use the pipes and to maintain and replace them but does not own them while they are in situ.
44. This rule does not apply to every circumstance where one person carries out work on land vested in another. Those who own and occupy land may make informal arrangements which permit non-owners to erect or improve buildings for use by themselves or for shared use. The result of these arrangements will often be that persons with no formal paper title acquire either a beneficial ownership interest in land or an equitable lien for the value of the work or the cost of the work or value of the addition to value of the asset represented by the work.

45. The 1996 Act is concerned with "possession or control" of assets derived from proceeds of crime. Issues relating to beneficial ownership or mortgages of property are matters to be considered in ensuring that orders under s.3(1) do not cause injustice and that orders s.2(1) or s.3(1) are subject to restrictions which recognise legitimate rights of others. Examples are rights of mortgagees or rights of owners to repossess property on hire or rights of set-off of loans against deposits.
46. Section (1)(1) of the 1996 Act defines "proceeds of crime" as meaning "any property obtained or received at any time (whether before or after the passing of this Act) by or as a result of or in connection with the commission of an offence." S.1(1) specifies that " 'property' in relation to proceeds of crime, includes- (a) money and all other property, real or personal, heritable or moveable, (b) choses in action and other intangible or incorporeal property, ...and references to property shall be construed as including references to any interest in property."
47. S.3(1)(a) of the 1996 Act applies to specified property which "...constitutes, directly or indirectly, proceeds of crime, or ...that was acquired in whole or in part, with or in connection with property that, directly or indirectly, constitutes proceeds of crime, ..." The term "acquired" must be given its ordinary meaning. Any arrangement to use proceeds of crime to add to the value of land by building on it or improving it usually involves "acquisition" of an "interest in property which is capable of being measured and valued.
48. It does not necessarily follow from the fact that money is provided by a person to acquire land that such person becomes the owner. People can arrange things between themselves which the documentary title may not reflect. The true nature of the entitlement of a provider of funds may be to be repaid the amount invested. "Control" in the 1996 Act includes exercise of control over property. This control may be exercised over property by a person who enjoys no rights which derive from any form of legal entitlement to that property.
49. As a first step in considering this application this Court conducted a full evaluation of all material considered by the Chief Bureau Officer. The purpose was to assess whether there were reasonable grounds for his belief evidence that each of the items of property claimed by the Bureau was proceeds of crime or derived from proceeds of crime, or was acquired with or in connection with proceeds of crime.
50. This exercise also involved an assessment of the weight which this Court attached to each relevant belief in deciding whether the evidence established, prima facie, that any property claimed by the Bureau was proceeds of crime or was derived from proceeds of crime or was acquired with, or in connection with proceeds of crime.
51. The materials considered by the Chief Bureau Officer are sufficient to support as reasonable his beliefs that the motorcycle, cars and van seized at Naul, Navan Road and Dublin 1 were acquired with proceeds of crime. They are also sufficient to support as

reasonable his beliefs that watches and jewellery seized at the Flat in Dublin 1 were acquired with proceeds of crime. They are also sufficient to support as reasonable the belief of the Chief Bureau Officer that cash seized at Navan Road and from the flat of Robyn Browning was derived from proceeds of crime.

52. These materials are also sufficient to support as reasonable the beliefs of the Chief Bureau Officer that Deanstown Road and Naul were acquired in connection with property which indirectly constituted proceeds of crime and that much of the money used to rebuild and renovate Chestnut Lodge was provided by Ross Browning out of proceeds of crime. They are also sufficient to support as reasonable his belief that the structures and developments on Naul to the north of Chestnut Lodge and the associated access road to the east of Chestnut Lodge were financed by Ross Browning out of proceeds of crime. They are also sufficient to support as reasonable his belief that the plots of land at the North Beach in Rush were acquired with proceeds of crime supplied by Ross Browning. They are also sufficient to support as reasonable his belief that Deanstown Road was renovated with money supplied by Ross Browning which represented proceeds of crime.
53. The evidence tendered by the Bureau and the materials considered by the Chief Bureau Officer provide strong support for his belief in relation to each of these assets. The overall evidence presented by the Bureau, including this belief evidence, establishes as a matter of probability that each of these items was proceeds of crime or was acquired with or in connection with property that, directly or indirectly constituted proceeds of crime.
54. What is the evidence and material which justifies these conclusions? Evidence and material information adduced by the Bureau provide the following details about Ross Browning and his relations and associates and about the each of the assets claimed.
55. Ross Browning comes from the Hardwicke Street area of Dublin. His Revenue records disclose that in the mid 2000's he was employed as a bricklayer and that he was subsequently self-employed in the same occupation. He was returning very modest earnings. He had a business association with Stephen Fowler. In 2009 he was in Spain. In the period of twelve months which ended on 16 February 2009 he transferred over €40,000 from one of this Allied Irish Banks (AIB) accounts to a Spanish bank account in Estepona of a corporation associated with Daniel Kinahan. This related to a property purchase in Brazil.
56. Ross Browning was involved in a cash-in-transit robbery along with BF and RB in 2001. The evidence tendered on behalf of the Bureau establishes as a matter of probability that Ross Browning has had an ongoing significant involvement in organised crime for a number of years and is a senior member of the Kinahan organised crime gang. This trans-national gang is involved in importation and distribution of drugs and firearms in Ireland.
57. Ross Browning has associations with Daniel Kinahan and other senior members of the Kinahan organised crime gang and of the Byrne gang. The Byrne gang is a sub-set of the

Kinahan gang. Ross Browning and Sinead Mulhall attended the wedding of Daniel Kinahan in Dubai in 2017. He also attended the wedding of Christopher Kinahan junior in 2007. When he was in Spain in 2010 his residence was searched as part of an operation relating to the Kinahans and a handgun was recovered. He was present during this search in the company of another man who was associated with the Kinahan gang.

58. Ross Browning has a long association with Stephen Fowler who is a significant criminal. BF, the partner of his sister Cheryl Browning, is also a significant criminal. Garda intelligence shows that they are members of the Kinahan gang.
59. The evidence shows that Stephen Fowler was involved in a plot to bring a hitman from Eastern Europe to carry out a gangland killing in April 2017. This plot was foiled, and the hit man was intercepted. Stephen Fowler was caught running a cannabis grow-house at his home in 2010 and had harvested product ready for sale there along with stun guns. He received a prison sentence in relation to these matters in 2012. Intelligence indicated that Stephen Fowler's son who was murdered in December 2018 acted as a debt collector for Ross Browning. Stephen Fowler's address was also the point of departure for the intended victim of an assassination attempt in June 2019.
60. Ross Browning's AIB bank accounts in 2007 and 2008 were funded by a series of round sum lodgements and transfers, some of which originated from Stephen Fowler. In 2007 the address for statements in his business current account was Stephen Fowler's address in Blanchardstown. From July 2008 he was in receipt of €1,000 per week which was credited to his bank account. This money was attributed as from "JBM Construction". These payments stopped in January 2009.
61. JBM Construction Ltd existed between late 2006 and late 2008 when it was dissolved. It had registered offices at the premises of Stephen Fowler in Blanchardstown. Ross Browning was in partnership with Stephen Fowler in 2007 in a different business of "laying concrete driveways" and made a return to Revenue for profit of €17,408 for the period between January and August 2007.
62. After 2009 Ross Browning's AIB bank accounts showed little activity. This is consistent with his absence in Spain during 2009 and in 2010 when he received the visit to his home there from the Guardia Civil. The transactions recorded in the bank statements did not show activity consistent with use for the purposes any occupation as a builder.
63. The main transactions on these accounts from March 2009 were lodgements to meet mortgages of derelict two properties which he had bought in Limerick in 2007 and 2008. These properties were found to have been acquired with proceeds of crime in proceedings taken by the Bureau against him. His wherewithal to invest in these properties came from unknown sources and was found by this Court to be derived from proceeds of crime. In 2008 and 2009 he received rent subsidy payments for a third property in the same area of Limerick. This property was occupied by the girlfriend of a Limerick criminal.

64. At some stage in 2010 Ross Browning was back in Ireland from Spain. His declared net profits before tax in 2010, 2011 and 2012 were €14,167, 21,200 and 16,000. He declared "nil" income in tax returns for 2013 and 2014. He made no tax returns for 2015 and 2006. He declared profits of €37,000 and €17,696 as a gym owner in 2017 and 2018. He registered as a sole trader as "BB Construction in 2011."
65. The only significant transactions recorded in statements relating to Ross Browning's bank accounts late 2011 and 2012 were round sum lodgements of €5,000 in September and November 2011, a withdrawal of €1,402 on 2 November 2011, use of €3,887 to buy a bank draft on 11 November 2011, a lodgement of €4,000 on 10 January 2012 and withdrawals totalling €6,151 in favour of "Holland Freisians" on 22 December 2011 and 10 January 2012.
66. These payments were for a mare which he bought to be trained as a trotting horse. This animal was kept in livery with a trainer. The proprietor of the livery stables was also involved in design of the stables at Naul and provision of sand for the arena there. Ross Browning gave him the old shed which was behind Chestnut Lodge. This is shown in a 2009 satellite view of Naul.
67. Sinead Mulhall was in receipt of child benefit for her children until August 2016. She was a PAYE worker registered with Revenue as a fitness instructor between 2013 and 2016, inclusive, earning very modest annual net income. Her bank statements show little activity over the years. Statements relating to her bank account at Bank of Ireland (BOI) Smithfield show a very modest level of activity consistent with income consisting of monthly receipt of child benefit and infrequent small round sum cash lodgements.
68. Ostensibly, Ross Browning and Sinead Mulhall could not afford to make savings, or buy and pay for the upkeep and training of a trotting horse, or engage in property purchases, or fund the erection or renovation of houses, or to set up and equip a gym business, or pay out large sums of cash for cars in the period between 2011 and 2017. Their means were very modest.
69. Their savings at the beginning of 2011 consisted of amounts totalling €10,540. Most of this money had been accumulated over the years prior to 2010 in four share accounts which they held themselves and for two of their children at Halston St Credit Union. During that period Ross Browning had access to proceeds of crime. Members of Ross Browning's family had modest means and could not afford to buy or renovate property
70. Things changed for Ross Browning and for a number of members of his family after returned to Ireland at some stage in 2010. In a period of two and a half years four properties were bought in the names of family members and substantial sums were spent on renovating one house and on building another house and adjoining stables and sheds.

71. A firm of solicitors in Cabra Road was engaged for these property transactions. Ross Browning communicated with these solicitors. Some further property transactions were not proceeded with. One of these was an attempt to buy the home of Leslie Conway and Ellen Conway at Ashington, off the Navan Road from Dublin City Council. Solicitors' attendance notes show that, ostensibly, Ross Conway's role was to assist relatives in carrying out these transactions. The overall evidence shows his control over these activities and that he intended to benefit himself and members of his family.
72. One particular piece of evidence is striking. In February 2013 Ross Browning was living at an address in Dublin 1 which was searched by Gardaí. Gardaí found a letter from ESB Networks addressed to William Conway at Deanstown Road relating to ESB connection to Naul and a notebook with entries in Ross Browning's handwriting. These listed his assets as including members of his family and "Naul" and "Rush".
73. Another significant piece of evidence was a What's-app message from "Nephew" to "Les" on 10 February 2017 stored in a mobile which was taken by Gardaí in a search. The text of the relevant message reads: "Ye il sort rates slowly just getting hit with bills everywhere granda Sinead wages gym and others but il get through it and hopefully by middle this year il be clear of all bills and be sorted..."
74. At that stage Leslie Conway was managing Ross Browning's gym at Cross Guns Bridge, The phone stored a number of What's-app conversations between them about business activities of the gym from which it can be concluded in the context of other evidence that "Nephew" is Ross Browning.
75. Ross Browning included "mortgages" among liabilities listed in his manuscript notes. This reference could only relate in Ireland to two derelict properties in Limerick which he had bought on mortgage. An architect engaged by Ross Browning to provide a design for Chestnut Lodge and to regularise a planning problem at Rush was also asked by him to provide development drawings for these Limerick properties.
76. Sketches in this notebook are consistent with the large "L" shaped shed which was constructed at Naul in 2013. The notebook refers to a name consistent with that of the contractor who erected these sheds. Other notes showed intention to put a creche in Naul and to build a further house with a balcony between two houses.
77. A wish list in this notebook refers to "build house" and "Nanny House deal Ashington", "sort Granda." "Planning Rush", and "Gym or centre alkaline". Other entries in the notebook are consistent with payments made to contractors involved in putting up the shed using credit union accounts controlled by Ross Browning and Sinead Mulhall.
78. The solicitors were first instructed by Julie Conway on 28 February 2011. They had acted for her previously and they were told by her that she now wanted to buy three quarters of an acre of land at Rush for "approx. €15,000." This land was a site located at the North

Beach in Rush. It is shown in a copy Land Registry map on the solicitors' file as having a particular plot reference. This plan shows a landlocked site with an access path. It was designated as "Area under Const." This copy of the Land Registry map is referred to an indemnity to the solicitors, dated 5 May 2011 and signed by Julie Conway.

79. The solicitors' file shows that that Julie Conway attended them on 1 March 2011. It also shows that Ross Browning met them on some date between then and 13 April 2011 and intended to go to the site with an engineer to erect a fence to deal with possible encroachment by a neighbour. He also intended to find out the status of the land beside the property.
80. The land on the Folio which relates to "The Shack" at North Beach, Rush was subsequently acquired in the name of Julie Conway in September 2011. The land Registry Map for this Folio shows two plots beside the plot which had been acquired by Julie Conway earlier that year. It is obvious that the "The Shack" was acquired with a view to supplementing the site which had been purchased for €16,000 earlier that year. A building shown on the more up to date Land Registry map appears to be located on one of the two plots and may be "The Shack".
81. On 10 May 2011 the solicitors received a BOI bank draft for €15,000 and €3,100 cash. These effects were credited to a client ledger account of Julie Browning. They were used to complete the purchase of the first plot at Rush in favour of Julie Conway for €16,000 and to cover associated legal costs. The ledger shows that this sale was closed on 24 May 2011. €1,344 was paid out to Julie Conway as it was in excess of the amount needed to cover the price of the land and the costs. This may form part of a lodgement to Julie Conway's current account on 10 June 2011.
82. A booking deposit of €1,000 had been previously paid to EP, a brother of the vendor, by a JJ who agreed the price of €16,000 with him and told him that the eventual purchaser would be a different person. The solicitors were advised of the payment of the booking deposit and that the price was €16,000 and not €15,000 by letter from the vendor's solicitors on 24 March 2011.
83. The cost of the bank draft was debited to Julie Conway's current account at BOI, Drumcondra, on 6 May 2011. At that stage the bank statements were directed to her at her former address in Dublin 1. Transactions recorded on these statements for the period from March 2010 to end September 2010 disclose regular salary receipts and modest outgoings, consistent with her earned income.
84. Julie Conway's BOI credit card account statements for the same period show a different pattern of activity. €17,164, net of refunds, was spent on that credit card, during the same period. Payments credited to the account during that period consisted of round sum lodgements. None of those payments can be matched to withdrawals recorded from Julie Conway's current account. Most of the expenditure was for flights and accommodation. It

is clear that the user of the card was not Julie Conway and that the user of the card had access to the wherewithal to meet monthly commitments with substantial cash so that it operated well within the credit limit. This credit card account was not used to fund any money used in land purchases.

85. On 4 October 2010 an out of course lodgement of €16,500 was credited to Julie Conway's current account. €2,500 of this represented a loan from Finglas Credit Union. Her Finglas Credit Union loan balance increased as a result of this to €21,925 and was being repaid at €120 per week out of her BOI account. She was saving €5 per week to her share account at Finglas Credit Union. The €14,000 came from an AIB bank draft which was lodged to the account at the same time as the draft for €2,500. No details are provided of the reason given to Finglas Credit Union for the loan or the source of funding for the AIB bank draft.
86. On 29 October 2010 an out of course lodgement of €1,000 was made to Julie Browning's current account. On 25 January 2011 she borrowed €15,000 from BOI. The exhibits briefed do not disclose the purpose of this borrowing. The loan was repaid by weekly instalments of €114 until September 2013 when a final payment of €1,388 was made to close the account. These weekly instalments were debited to Julie Conway's current account.
87. On 28 January 2011 Julie Conway bought a BOI bank draft for €13,711 in favour of Wilson's Auctions Ltd. This suggests that money was borrowed from BOI and used to buy a motor vehicle. Revenue records do not disclose that Julie Conway was recorded as owner of any motor vehicle. However, her bank statements during this period show payments for car insurance and her credit card statements show payments for motor tax.
88. On 1 March 2021 a further out of course lodgement of €4,000 was made to Julie Conway's current account. The source of this credit transfer cannot be identified. The movements on this current account show that the out of course lodgements contributed to resources which funded acquisition of the first plot of land at North Beach in Rush.
89. Bank and credit union accounts of Julie Conway do not disclose any source for the €1,000 deposit paid for this plot or the €3,100 in cash provided towards purchase of this property. A cash withdrawal using the credit card in December 2010 could possibly account for the €1,000. Payments to the credit card account were not funded by Julie Conway.
90. Regular weekly cash lodgements to the Browning and Mulhall accounts at Halston St Credit Union recommenced at the beginning of 2011. By 18 September 2011 the balances on these accounts totalled €21,035.86. Between 1 January 2011 and 18 September 2011 €4,595 had been saved to the account of one of the children. Most of this was made up of two substantial cash lodgements totalling €3,900.
91. On 18 September 2011 €5,756.50 was withdrawn from this account. This was used to acquire land at "The Shack," at the North Beach in Rush, County Dublin for €4,250 in

October 2011. Notwithstanding the description of the property, the solicitors acting in the purchase were told that the plot had no building on it.

92. The cheque which represented this withdrawal was provided to the solicitors. Notes on the solicitors' file indicate that consideration was given to putting this property in the name of William Conway. The client file was initially opened for "Ross Conway" and the client account ledger for the receipt and disbursement of money was in the names of "Ross Conway" and Julie Conway. She became registered as owner of the property. The transfer on foot of this land purchase was in her favour.
93. Ross Browning was subsequently involved in a planning application for retention permission for a development at the property at North Beach, Rush in 2012. An architect, NC, received €2,370 from him for preparing and making a planning application relating to this on 5 December 2012. Ross Browning attended with the architect at the offices of An Bord Pleanála and paid a fee of €660 for an unsuccessful planning appeal against an adverse decision by Fingal County council on 26 February 2013. No information is provided as to the nature of the development which this application for retention permission related to.
94. Julie Conway was asked about the land at Rush in the course of execution of a search of Chestnut Lodge. She could not remember much about it. She never did anything with it and the neighbours were always complaining. She stated that she rang about planning permission.
95. The next significant banking activity by Ross Browning and Sinead Mulhall took place in July 2016 when they opened a business start-up account at AIB Capel Street in Dublin for the trade name "Living 1". This account was mostly funded by round sum ATM lodgements using cards ending in the numbers 84170 and 1916. From September 2016 this account funded weekly payments of €200 to Julie Conway and periodic payments of €150 to a Limerick firm of solicitors. This account was also used to make monthly payments of €1,000 to S Ltd. These increased to €2,300 in October 2016. The account statements exhibited end on 2 April 2017 with a credit of €550 from "Robyn" lodged through an ATM in O'Connell Street Branch of AIB. No information is provided relating to the operation of this bank account after that date.
96. The pattern of operation of this current account shows that lodgements were made to meet payment commitments. This gym business operated without a bank account prior to July 2016.
97. The background to this was that in March 2013 Ross Browning took a letting from S Ltd of a vacant business unit at Cross Guns Bridge in Dublin for €12,000 per annum to use as a gym. The letting was renewed to Sinead Mulhall for a further three years and nine months in 2014. In early 2016 a further letting of an adjoining unit which was in poor repair and

required renovation was taken from S Ltd for €1,300 per month payable from March 2016.

98. A builder, PMcF, recalled that Lesley Conway was running the gym while he was working there. An internet advertisement in 2017 showed that Leslie Conway was the manager. In March 2017 Ross Browning was in contact with a "M" with a view to taking a letting of a further unit at Cross Guns Bridge.
99. Ross Browning and Sinead Mulhall registered "Living 1" as a business name associated with fitness classes, health and well-being and nutrition at a business unit in Cross Guns Bridge in March 2015 and notified cessation of this business with effect from 22 February 2017. Ross Browning then registered "Club Living 1" as a business name relating to physical wellbeing activities at the same location.
100. Evidence tendered on behalf of the Bureau establishes that during the period between late 2011 and the end of 2012 Ross Browning organised for the purchase and disposal of Deanstown Road and the purchase of Naul. Ross Browning's relatives provided a total of €183,022 towards purchase costs and legal fees associated with transactions relating to these properties. These properties were put into the names of two of the three relatives who made these funds available.
101. Evidence also establishes that very substantial money was spent on construction and renovation works at Deanstown Road and Naul in the period between 2012 and 2016. Deanstown Road was extended and renovated to a high standard and has been occupied rent free by an uncle of Ross Browning and his partner and family since 2012. Deanstown Road was never fully paid for by Ian O'Heaire, who is the ostensible owner. The Bureau's investigation uncovered no documentary evidence that he ever received anything from the occupants of the house in recompense for their use and occupation.
102. Chestnut Lodge was reshaped, extended, and completely renovated as a home for Ross Browning's mother, Julie Conway and DO'B. This enabled Julie Conway to establish a permanent home there. Julie Conway and DO'B bore the cost of some of these renovations.
103. A big new development at the rear of Chestnut Lodge was constructed in 2013. This is occupied by Ross Browning and Sinead Mulhall, and their family. Evidence adduced by the Bureau establishes that Ross Browning paid for this development.
104. Ross Browning was also able to set up a Gym and acquire motor vehicles for himself and for Sinead Mulhall during this period. Relatives of Ross Browning were installed as staff in this Gym.
105. William Conway was born in 1943. He married Ellen Conway, and they had seven children. The family tree exhibited indicates that they separated in the 1980s and that he had a second family with a subsequent partner.

106. William Conway was a bar manager. He worked in a public house in the centre of Dublin between 2000 and early 2011. He separated from his subsequent partner while he was working there. He was allowed to use the public house as an accommodation address for correspondence. Revenue records disclose that his residential address was off Blackhorse Avenue.
107. William Conway maintained current and savings accounts with BOI. His bank statements show that he enjoyed a modest lifestyle. He was in receipt of a weekly State benefit of €230.30 from November 2009 when he turned 66. This was lodged to his current account.
108. His recorded employment income as disclosed in Revenue records was not fully reflected in his bank lodgements. This suggested that he received payment of wages in cash. This was confirmed by information from his employer. Small outgoings for day-to-day expenditure in the bank statements and lack of recourse to savings suggest that he was living with and being subsidised by family members in recent years.
109. In February 2008 William Conway received a Government pay order for €36,000 compensation. This was lodged to the credit of his savings account. In January 2010 he received a cheque for €25,000 from his employer on retirement. This was posted to the credit of his savings account.
110. The evidence establishes that a sale of Deanstown Road to William Conway was closed on 6 January 2012 and that the purchase price was €57,250. The money for this and for associated stamp duty and legal fees came from William Conway's Bank savings account.
111. A payment of €2,000 to pay the booking deposit on Deanstown Road was funded by a draft in favour of Sherry Fitzgerald bought by William Conway on 21 October 2011. Two further payments were made to William Conway's solicitors using bank drafts totalling €57,648. These bank drafts were bought by William Conway on 30 November 2011 and 5 December 2011. The total cost of this purchase was €59,648.
112. These figures are confirmed by records in documents from Sherry Fitzgerald, estate agents and a client account ledger kept by William Conway's solicitors. The Bureau was unable to retrieve a solicitor's file relating to this property purchase. William Conway's recorded address on his bank statements, correspondence from Sherry Fitzgerald relating to Deanstown Road and on records kept by his solicitors was the public house.
113. Approximately €3,000 of the money needed to complete the purchase was funded by a lodgement of €5,000 from GWD Central Ltd to his savings account on 16 November 2011. There is no evidence to support any inference that this €5,000 was derived from proceeds of crime. It is possible that it represented a refund of a deposit paid using a draft for €5,000 which William Conway bought on 6 April 2011. The cost of this draft was debited to his savings account.

114. Information obtained from the selling agent in Sherry Fitzgerald disclosed that he understood that an older man was buying Deanstown Road for a younger man to live in. The respondents took issue with the evidential status of this information. This information does not support a worthwhile conclusion on any matter in contest.
115. Business records held by Sherry Fitzgerald records disclose that Deanstown Road was on the market as an uninhabitable boarded-up house in need of significant repair. It had been repossessed and was being sold at the behest of Ulster Bank which held a registered charge. A valuation report provided by Sherry Fitzgerald to Ulster Bank shows that the house had sustained "significant fire damage." This damage and the very poor condition of the house at that time is confirmed by photographs taken by Commercial Energy Ratings Ltd during an inspection for a BER certificate on 23 September 2011.
116. The recommended asking price was €45,000. The valuer assessed that it would have been worth €110,000 if it was undamaged. The valuer recalled that the downstairs kitchen and living room were completely destroyed and the upstairs had sustained significant smoke damage. The selling agents received an offer of €37,000 for the house from another party in September 2011. William Conway's offer of €57,250 was made on 26 October 2011.
117. It is difficult to conceive of any rationale of William Conway for purchase of Deanstown Road for himself. Bank statements relating to his current and savings accounts demonstrate that he did not have means to pay for refurbishment of this house. His bank statements do not record any expenditure by him on this house in 2012. The funding to put this house into habitable condition came from a different source.
118. In late March 2012 Ross Browning contacted the solicitors who had acted in the purchase of Deanstown Road and asked them to do up a letter for William Conway re a loan from a friend with a view to buying a nearby property which was also on Deanstown Road. An attendance note made by these solicitors in early April 2012 disclosed that they were told that William Conway was borrowing €50,000 from a friend on a promissory note repayable at William Conway's discretion of the which would be cancelled on the death of either of William Conway or his friend. In effect, the €50,000 would never be repayable.
119. The cover of the solicitors' file relating to this different house in Deanstown Road showed that it was initially labelled as showing intended purchase by the son of William Conway who subsequently contributed to funds used to buy Naul. This label was overlaid by a label identifying William Conway as the client.
120. This son of William Conway held savings in his DUBCO Credit Union regular share account. This account was opened in 2000. His savings were funded by what are described in the copy statements as "payroll lodgements" and other transfers of funds.

121. The savings balance on this account on 18 February 2010 was €1,119. By 18 May 2012 this balance had risen to €21,303 as a result of weekly "payroll lodgements" of €250 and one small dividend payment. During that period there were two withdrawals of €1,000 each and another withdrawal of €31. The total inflow of savings to the share account during this period was €22,060.
122. On 18 May 2012 a cheque drawn on a firm of solicitors for €28,716 was lodged to this account bringing the credit balance to €50,019. Further weekly "payroll lodgements" of €250 per week were made totalling €4,500 up to 26 September 2012. There was a withdrawal of €500 during this period.
123. This man's net annual earnings in 2010, 2011 and 2012 were €31,673, €29,441 and €30,394. There is no evidence that the saving to this credit union share account involved substitution for proceeds of crime or other irregularity. He had over €50,000 in ready money available in this account in mid-2012.
124. In April 2012 the solicitors for the proposed vendor of this other property on Deanstown Road issued draft contracts showing the proposed sale price as €90,000 with a 10% deposit payable on signing. William Conway's solicitors quoted him a fee for acting.
125. At this time William Conway had just over €18,000 in his bank current and savings accounts and was in weekly receipt of €230.30 old age pension. He did not have money to pay for this house. It is difficult to comprehend why a friend would want to lend him €50,000 on such disadvantageous terms.
126. At some point in May 2012 an agreement was made "subject to contract" to sell Deanstown Road to proposed purchasers for €134,000. On 23 May 2012 Wilson Moore Estate Agents advised the solicitors that the vendor was William Conway and that the point of contact was "Ross Browning on behalf of William Conway". This sale did not proceed as the solicitors for the proposed purchasers indicated on 28 June 2012 that their clients were backing out of the deal.
127. Prices in the market for houses were depressed in 2012. The proposed sale price of €134,000 is an indication of the condition of Deanstown Road as of 23 May 2012. The offer of €134,000 showed that within a period of less than six months work had been done which increased its value by up to €76,750. Deanstown Road was advertised for sale for €140,000 by Wilson Moore Estates on 20 June 2012 and remained on DAFT.ie until late September 2012. Mason Estates had previously advertised this house for sale in 2007, 2008 and 2010. The advertising photograph used during these years showed that the house had no front porch.
128. The photograph used by the estate agents in 2012 shows a transformation of the front of Deanstown Road by work to the front driveway and addition of a substantial front porch. The accompanying advertisement describes this house as having "been refurbished to a

very high standard with a top of the range high gloss kitchen. The property has been rewired and replumbed with gas central heating. Each room has been identified in neutral shades with new wood flooring and skirting boards. The exterior front and back has been dashed in low maintenance granite dressing. There is a large shed out the back which is wired and has double glazed windows.”

129. Photographs of the new kitchen show that it was installed in a modern one-storey extension at the rear of the house. This extension was not present when the floorplan used by the selling agents for Ulster Bank was prepared. At that stage the kitchen was located elsewhere in the house. A small one storey room was located in an extension to the back of the house behind the living room. Photographs also show a new one storey building in the back yard which conforms with the description of the shed in the 2012 Advertisement.
130. The Bureau has provided evidence from a chartered quantity surveyor which shows that under a formal contract providing for supervision, preliminaries and insurances work done to Deanstown Road after 23 September 2011 would cost over €188,000 with a further €25,832 for VAT. It is not clear whether this valuation was based on 2011 or 2018 prices.
131. It is difficult to come to a precise view on the amount spent on renovating this house in the first half of 2012. At that time the cost of building works was less than in 2018. It is perhaps unlikely that VAT was paid to whoever was engaged to do the building works and put in the services. It is also unlikely that any insurance or supervision costs were incurred. Even after making adjustments, it is hard to see how the cost of the work done in 2012 could have been less than €100,000. All of this expenditure was funded from unknown sources.
132. Given the state of the housing market, the offer of €134,000 and the value of €90,000 put on 21 Deanstown Road in mid-2012, it is reasonable to conclude that Deanstown Road, which was newly fully refurbished, was worth in the region of €130,000. The work carried out on extending and renovation had a very significant effect on the value of Deanstown Road. Sometimes extensive modernisation work to a dwelling does not make much difference to value, even in the short term. That was not the case here.
133. Bank statements and a Bord Gáis statement provided to AIB Bank in August 2011 disclose that DW had lived in a nearby house in Deanstown Road since 2009. She is the former partner of an Uncle Ross Browning .
134. By October 2012 DW was in occupation of Deanstown Road. Business records of ESB Networks show that Ross Browning arranged for electricity connection on 14 June 2012 and was the account holder from 18 June 2012 until 23 October 2012. She became the account holder on 23 October 2012. Her bank statements show Deanstown Road as her address from March 2013.

135. DW lived in Deanstown Road with her partner and their daughter until February 2019. They separated then. During the period between 19 November 2012 and 28 February 2017 she received €20,840 in rent supplement on the basis that she was the tenant. Of this sum, payments totalling €18,616 were lodged to a savings account of her partner at AIB, Cabra Road. While the affidavit evidence states that these funds were withdrawn from the account in 2019, such copy statements relating to this account as have been exhibited end on 2 June 2017. They show a credit balance of €23,903 on that date.
136. After DW left Deanstown Road, this uncle of Ross Browning continued to reside there, He currently occupies that house.
137. On 19 July 2012 the solicitors involved in the proposed purchase in Deanstown Road noted a conversation with Ross Browning. The memo incorrectly refers to a different house number. Ross Browning "confirmed that his cousin.... was still interested in buying this property and was willing to wait a couple of months until the Grant of Probate issued. In the meantime, his grandad and his cousin were going to purchase the lands at (Naul) with the money they had and that they would then save up money once again to purchase this property at Deanstown Road." The context was that on 6 July 2012 the solicitors for the proposed vendor advised that it would be necessary to extract probate if the matter was to proceed as he had just died. The person identified as a cousin is in fact the uncle of Ross Browning who subsequently contributed money to the fund the purchase of Naul.
138. By July 2012 the sale of Deanstown Road had also fallen through. It followed that the proceeds of this intended sale could not be used to buy Naul. Even if Deanstown Road was sold, the money raised would be insufficient to buy Naul and refurbish Chestnut Lodge which was at that stage derelict. It is difficult to understand why William Conway would want to buy Naul for himself.
139. On 31 August 2012 €100,000 was moved to a newly opened deposit account of Ian O'Heaire at AIB in Finglas. A sum of €30,157 was credited to his current account at that bank on the same day. On 27 September 2012 a further €21,997 was lodged to that account. On 12 November 2012 €8,400 was lodged to that account. This funded the purchase of a bank draft for €10,000 on the same day.
140. The source of the first two of these three lodgements was personal injuries compensation of €152,154 relating to an accident in 2009. Ian O'Heaire received two payments from his solicitors relating to this settlement. The first was a payment of €130,157 on 28 August 2012. The second was a payment of €21,997 on 27 September 2012.
141. The evidence adduced by the Bureau shows that was now a change of course. The solicitors representing William Conway noted on the file on 25 September 2012: "Ian O'Heaire - Purchasing his Grand-dad William Conway's property for €100,000 - 123,037." At that stage Ian O'Heaire had received €130,157 from his compensation award and was

due to receive a further €21,997. €100,000 was well below the amount offered for Deanstown Road in May 2012 and the asking price for that property in June 2012.

142. At around the same time an agreement to buy Naul for €120,000 was being finalised. The solicitors' client account relating to William Conway was credited with €20,337 on 26 September 2012. The source of this money was identified as "Dubco Credit Union Ltd." This €20,337 was withdrawn by William Conway's son from his shares account in DUBCO Credit Union that day.
143. A payment of €8,000 to the solicitor for the seller of Naul was debited to the ledger on 26 September 2012. A handwritten note indicated that €4,000 had already been paid as a booking deposit. This brought the total payment for Naul at that stage to €12,000. This represented a 10% deposit of the purchase price which was noted to be €120,000. Stamp duty and fees were estimated at €4,237.
144. A subsequent client account ledger relating to the transaction showed cancellation of a cheque to the solicitor for the vendor and that the €8,000 was included in a payment made on the closing of the sale of Naul on 8 November 2012. The €4,000 booking deposit was not funded from any current or savings or credit union share account maintained by any of the respondents or by William Conway's son who helped pay for Naul, or by his other son who lived with DW, or by Julie Conway's partner DO'B.
145. On 5 October 2012 a contract was executed by William Conway and Ian O'Heaire for the sale of Deanstown Road to Ian O'Heaire for €120,000 with a deposit of €12,000 payable on signing. The special conditions specified that the total payable on completion of the sale was €100,000 and that the outstanding €20,000 would be paid by direct debit twenty-two monthly instalments of €900 and a final instalment of €200. On that date a bank draft was bought by Ian O'Heaire for €103,037 using the balance in his deposit account and some funds from his current account at AIB Finglas.
146. At that time Ian O'Heaire had just about enough money to pay €120,000 for Deanstown Road if he used his own resources. He had insufficient resources to pay stamp duty and legal fees. He was in the process of frittering away the rest of his personal injuries award and it was all gone by the beginning of January 2013.
147. Ian O'Heaire had been in receipt of State benefits as a result of disability or poor health for years and there was no reality in him having capacity to service twenty-two monthly instalments of €900 payable to William Conway from income. He got no rent from DW and her partner. Their modest means and sources of weekly income from social welfare are reflected in their bank statements. There is no indication that they paid anything to William Conway during the twenty-two months period referred to in the contract.
148. Ian O'Heaire's bank account showed no further activity until 21 January 2014 when it received a lodgement of €32,603 from an unknown source. This was used immediately to

buy a bank draft for €32,603. It appears from his criminal record in Australia that he was intercepted bringing drugs into that state and sentenced to four years and six months backdated to 25 September 2014, which was the likely date when he got caught.

149. Ian O’Heaire lives with his parents at an address in Finglas which was searched by Gardaí on 23 February 2018. In that search they recovered a solicitors’ attendance sheet with the following manuscript note on it: “Name and address of solicitor in relation to purchase of Deanstown Road, Finglas, D11. Contracts- Contract Price €50,000. Suggest purchaser pay local property tax. If it’s transferred directly to (DW and her partner), Tax gift will be high in the future”.
150. As of 2018, Deanstown Road was valued as worth over €200,000. It is not clear when this attendance note was written. Any proposal to state €50,000 as consideration for a sale by Ian O’Heaire of Deanstown Road was a gross undervalue. That property was worth €130,000 after it had been refurbished in 2012 when Ian O’Heaire became registered as owner without having to pay full value for it.
151. Any transaction pretending a sale of the property to Ross Browning’s uncle and DW for €50,000 would be artificial. The reference to gift tax indicates that it was not intended that Ian O’Heaire receive market value.
152. Ian O’Heaire’s only source of recorded income in the period between 2010 and 2014 and again in the period between 2017 and 2019 was Disability Allowance. In the interval between these periods he was in prison in Australia. When interviewed by Gardaí in February 2018 he claimed that he was getting €900 a month from DW and Ross Browning’s uncle as rent for the property. He was unwilling to say who was making these payments. He claimed he had a lease but he could not remember where it was or whether he had a solicitor.
153. Copy statements relating to bank accounts of DW and her partner do not disclose withdrawals which could be attributable to use of cash to pay rent to Ian O’Heaire. They show that rent subsidy cheques received from the State in relation to Deanstown Road were lodged to savings and were not passed on to him. Their ostensible means during the period between 2012 and 2017 were derived from social welfare payments for disability allowance, jobseekers allowance, rent allowance, child benefit and one emergency needs payment. They did not at any stage have €50,000 to buy a house. The copy statements exhibited in relation to DW’s partner only run to July and August 2017 and do not show later transactions.
154. The AIB bank draft for €103,037 bought by Ian O’Heaire in 2012 was credited to his ledger in the solicitors’ client account. This was used to close the sale to him of Deanstown Road on 6 November 2012.

155. The €20,337 from William Conway's son, along with the €4,000 booking deposit and the €103,037 from Ian O'Heaire were sufficient to fund the purchase of Naul and stamp duty and legal fees for conveyancing relating to sale of Deanstown Road and purchase of Naul. This was all worked out at the time of the handwritten notes on the solicitors' ledger page. It was not necessary to get €120,000 from Ian O'Heaire in order to fund the purchase of Naul.
156. The solicitors' file relating to this transaction included a copy of the contract for purchase by William Conway of Deanstown Road and a draft of a statutory declaration relating to the status of William Conway's marriage and that the property was not a "family home" with a note dated 25 October 2012 stating as Follows: "FD Please advise on content. Ross is coming in on Friday morning to collect same."
157. Memos on the solicitors' file relating to the purchase of Naul and sale of Deanstown Road show involvement of Ross Browning in these transactions. On 11 October William Conway was receiving planning advice and was recorded as understanding that Ross Browning had all planning documents required to build on the land.
158. On 12 October 2012 the solicitors sent Ross Browning an e-mail enclosing a fee note re the sale of Deanstown Road, a questionnaire relating to the sale, and requesting €127 for household charge and an architect's certificate of exempted development and building bye-law compliance for the extension to that house. An attendance note the same day discloses that the solicitors were speaking with Ross Browning "who is in charge of developing the site at Naul. His intention is to build a house the back of the existing dwelling. Ross and the architect are happy for that and that there won't be any issues there." The attendance note goes on to record a conversation between the writer about the matters covered in the e-mail of that date relating to Deanstown Road.
159. A manuscript note of 15 October 2012 records a detailed discussion between two members of the firm of solicitors acting in the purchase of Naul and Ross Browning. He is referred to in the note as Ross Conway.
160. In summary, Ross Browning proposed to build an extension behind the existing 1830's house which would be a new house. He described the existing house as having a solid roof and structurally sound. He stated that had a pre-planning meeting with officials of Fingal County Council. His Architect was NC. He intended to use existing cattle sheds at the rear for taking waste from Finglas and would take his chances on planning. He intended to turn the original house into a creche and stated: "Don't see the new house from road".
161. This discussion accorded with a design produced by NC for Ross Browning and sent to him under cover of an e-mail dated 14 September 2012. The design showed a new dwelling connected to the rear of the existing Lodge by a corridor. The proposed new house was on two levels so that it would take advantage a slope of the ground. It is shown as directly

behind the Lodge and would not be visible behind it from the road. It appears from an e-mail from PMcF to Ross Browning in June 2013 that this plan may still have been under consideration at that time. These plans were also referenced in the notes made by Ross Browning which were seized by Gardaí in February 2013.

162. William Conway and his son who provided money towards the purchase of Naul had insufficient means to carry out renovations to Chestnut Lodge between 2012 and 2018. They also had insufficient means to erect the complex of buildings and yards which were constructed to the rear of Chestnut Lodge.
163. Satellite photographs exhibited demonstrate that very large sheds to the north of Chestnut Lodge were erected prior to 30 May 2013 and that the sand riding arena to the north of these sheds was already in place. A photograph taken on 9 July 2013 shows a surfaced access to this development from the public road to the west of the house and a large surfaced yard adjoining the sheds. At that stage there is evidence consistent with building work in the area north of the sheds and south of the sand arena.
164. A copy of a satellite image taken on 2 June 2016 shows this work as finished and the house and stables to the north of the sheds and adjoining them was in a completed state. A copy of a satellite image taken in May 2017 definitively shows that the access way to this development and the yards adjoining the sheds were tarmacked.
165. The layout plan prepared by NC in 2012 shows an existing footprint of Chestnut Lodge as a narrow single storey rectangular building with a standard "v" roof. The documents from that time also include a copy of a survey map showing the footprint of Chestnut Lodge with a porch at the front.
166. This accords somewhat with a satellite view of Chestnut Lodge dated 31 May 2009 which is copied in a report exhibited in the affidavit of Keith Kelliher, Chartered Quantity Surveyor. The only difference is that the 2009 view shows a small extension at the rear of the Lodge.
167. A copy of a satellite view stated to have been taken on 9 July 2013 shows that the extension to the rear of the cottage has been demolished. The roof of the cottage appears intact and there is disturbance of surface to the rear of it which suggests preparatory excavation.
168. A copy of a satellite photograph of the Chestnut Lodge on 2 June 2016 annexed the quantity surveyor's report is unclear. The house looks to have much the same dimensions as shown in previous images. There is no evidence of any extension to the rear.
169. A satellite view of Chestnut Lodge on 7 May 2017 and Garda aerial photographs taken on 8 March 2017 are very clear. The footprint of the Lodge had changed by then. The building on site was now much wider on the north-south axis and there was a new extension at the

back. The images show a new roof which reflects this change in dimensions of the main structure.

170. The auctioneer's advertisement in 2012 described Chestnut Lodge as a "derelict single storey farmhouse." The accompanying photograph showed a single chimney stack in the centre of the roof near the location of the front door. 2017 photographs show that this chimney stack had been completely removed.
171. The floor plan of Chestnut Lodge surveyed by Gardaí on 23 February 2018 and the footprint of the Lodge on the site location map prepared at that time accord with 2017 aerial views. These can be contrasted with a Land Registry map for Folio 132968F which shows the footprint of the narrower cottage in accordance with the aerial image taken on 31 May 2009. This narrower footprint of the cottage also accords with the 2012 site plan, lateral cross-section and layout plan produced by NC for Ross Browning.
172. The electricity supply to this house was tested for connection purposes on 19 December 2016. This Court provisionally concluded from this evidence that much of the work on enlarging and rebuilding Chestnut Lodge was done between 2nd June 2016 and January 2017.
173. Photographs of the exterior and interior of the sheds were provided by Julie Browning to an estate agent in 2017 with a view to letting them out. She stated that she was acting for William Conway.
174. Keith Kelliher, quantity surveyor has provided evidence of desk-top assessments of likely cost of the works to Chestnut Lodge and the development to the north and east of Chestnut Lodge. He used photographs taken by Bureau members during a site inspection on 23 February 2018.
175. This evidence has some limitations. The quantity surveyor does not indicate that he was provided with surveyed floor plans of the two houses or the smaller scale maps showing the footprints of the buildings which had been prepared by a Garda mapper or other relevant materials, such as drawings prepared by Ross Browning's architect and the photograph of the derelict cottage which was used in the estate agent's advertisement of the property in 2012.
176. The Garda survey did not extend to preparing a larger scale floor plan of the sheds or stables. It might be difficult to prepare an accurate bill of quantities without maps and scaled floorplans. Photographs used in this desk-top exercise were not exhibited.
177. The quantity surveyor assessed cost of construction of the two large sheds located to the rear of Chestnut Lodge at €348,623. He assessed cost of construction of the house behind these sheds at €330,354. He assessed cost of construction of the stables at €53,670. He assessed costs of the siteworks, boundaries and a wheel-wash area at €196,672. These figures did not include VAT. They assume regular contracts with main contractors and

include sums for contractors' preliminaries and insurances. It is not clear whether these costings were at rates applicable in 2013. when the bulk of the work was done, or in 2018.

178. Specialist contractors and supervision were used to erect the sheds. The photograph of both the interior and exterior of the sheds and the adjacent yards show that extensive groundwork was needed for these facilities. Concrete floors have been put down within the sheds and there are concrete walls to a height of around three metres. The house was brand new and all of the fixtures and fittings, electrical installation, sewerage and plumbing, heating, kitchen, door, windows carpentry and decoration had to be paid for. Very significant amounts of building materials have been used on all of these works. Even assuming use of direct labour and that Ross Browning and friends and relations with trades skills helped in carrying out these works, it is difficult to envisage that the total amount spent could have come in at less than €500,000.
179. The funds for this expenditure could not have come from income from the fitness centre/gym at Cross Guns Bridge. That business was new in March 2013. The big sheds were already erected by the end of May 2013 and work on the stables and house behind them was underway in July 2013. The sand arena and the hardcore for the yard and entranceways were all in place by then.
180. A plant hire operator stated that he received between €15,000 and €20,000 in cash from Ross Browning for site work and concrete pouring at the sheds in Naul in March or April 2013. That contractor also carried out work in the adjoining field where an electricity pylon is located, as shown in photographs. Halton's Concrete was paid €12,057 in cash for concrete ordered by Ross Browning and supplied and poured at Naul between January and April 2012. The sheds were erected by McIvor Engineering. Cheques for €9,000 and €8,500 to this contractor which were lodged on 8 January 2013 and 4 February 2013 were funded by withdrawals from savings accounts controlled by Ross Browning and Sinead Mulhall at Halston St Credit Union.
181. Photographs of the interior of these sheds show substantial structures erected above concrete block walls some three metres high. The concrete floor is of the type found in factories and warehouses. The overall cost of the works of erecting and cladding the structure above the walls and base has been assessed by the quantity surveyor at well in excess of €150,000. The total payments of €17,500 which have been identified did not come anywhere near this sum. Even if there was a failure to make full payment to contractors, as suggested by the owner of the livery stables where Ross Browning kept his trotting horse, and by a plant hire contractor, it is clear that very large sums were spent on the project.
182. The quantity surveyor has assessed the cost of works listed by him to Chestnut Lodge at €303,842, exclusive of VAT. This figure assumes a regular contract and includes a figure of €25,088 for preliminaries and insurances. This valuation does not indicate whether the pricing was done by reference to 2016 or 2020 building costs. If direct labour was used

and cash was paid for tradespeople the price would come down considerably. The photographs of the exterior clearly show use of skilled workers and some expensive windows and doors. The itemisation shows the extensive nature of the work carried out. This includes prices for sanitary-ware, and estimates for cost of mechanical and electrical installation.

183. The overall evidence shows that Chestnut Lodge in its present form is a new building. The only elements of the old cottage which could have survived to be incorporated into this new building are the front walls and parts of the side walls.
184. As Chestnut Lodge was developed for Julie Conway and her then partner DO'B, This Court has examined evidence presented by the Bureau of their means and resources during the period when Chestnut Lodge was being rebuilt.
185. DO'B is a retired Garda. Part of his monthly Garda income from December 2015 was paid into his credit union disbursal account. This was used to service loans, make savings and to fund a budget account with monthly transfers of €670. Revenue records disclose that his net income for the years 2015, 2016, 2017 and 2018 was €38,776, €40,070, €36,885 and €39,482. Revenue records disclose that Julie Conway's net income for the years 2015, 2016 and 2017 was €31,842, €24,617 and €23,307.
186. Julie Conway worked as a special needs assistant. In mid-2016 DO'B and Julie Conway did not have sufficient means to pay for the works which transformed Chestnut Lodge into its present state.
187. Material obtained by the Bureau includes a statement of PMcF of "Aisling Construction". Ross Browning asked him to do work on the Front Lodge in Naul in 2015 or 2016 so that his mother could live there. He had previously worked in Naul in the summer of 2013 doing carpentry work on Ross Browning's house there and later on fencing in the adjoining field. At that stage Chestnut Lodge was derelict. When he returned the Lodge had been rebuilt. He surmised that Ross Browning may have carried out this work. He indicated that Stephen Fowler was involved in some of the works on the sheds and that Ross Browning used other friends and relations with trades experience in works at Naul.
188. PMcF stated that he worked on the roof of Chestnut Lodge during the summer in either 2015 or 2016 and did internal work on studding, doors, floors and windows for four or five weeks around Christmas. He recalled doing up two quotes for Julie Conway to help get a mortgage to renovate the property. The first was for €79,461 plus VAT before he stated work on the Lodge. The second was for a lesser amount of €56,000, to include VAT.
189. A file uplifted by the Bureau from Finglas Credit Union provides support for elements of this information and includes copies of both estimates. Julie Conway sought a loan of €40,000 to pay for work on the house and provided the lower estimate to Finglas Credit Union at some stage in June 2016. The estimate indicates that work on the roof of the

building was partially completed and that relatives of the client were to help out with tiling and waste disposal and skips. In July 2016 this loan was advanced to Julie Conway.

190. Julie Conway maintained savings in a share account with Finglas Credit Union. Savings to this account were by weekly standing order for €20 from her BOI Drumcondra current account. On 10 April 2015 DO'B gave her a bank draft for €5,900 which he bought using his current account at Ashbourne branch of BOI. This €5,900 was used to make a lodgement to Julie Conway's share account in the credit union. Julie Conway gave an incorrect explanation for the source of this money when interviewed by Bureau Officers. Nothing arises from that.
191. The repayments of the loan of €40,000 from Finglas Credit Union were fixed at €200 per week. They were not debited to Julie Conway's current account at BOI Drumcondra prior to 2 September 2016. This is the date of is the last transaction relating to the current account covered by Ex. AC 6.12. The copy bank statements which have been exhibited relating to this current account do not cover any later period.
192. Copy account statements exhibited by the Bureau which relate to Julie Conway's Finglas Credit Union loan account run to 18 July 2017. The source of credits in repayment of this loan up to 2 September 2016 cannot be reconciled with withdrawals shown in her bank statements or shown in credit union statements relating to Julie Conway or DO'B and did not come from known sources of their income. The total paid during this period was €1248. A further total of €9,200 in weekly payments of €200 were made towards reduction of the Finglas Credit Union loan in the period up to 18 July 2017.
193. Statements exhibited for the Ross Browning and Sinead Mulhall "t/a Living 1" current account at AIB Capel Street cover the period to 4 April 2017. They do not show how the account operated after that date. During the period between 2 September 2016 and 31 March 2017 the total of weekly payments of €200 recorded as made to Julie Conway was €7,200. These were debited every week on the same day, except where public holidays intervened. It is clear that this was a standing order arrangement.
194. The weekly payments of €200 to Finglas Credit Union in repayment of the loan were equivalent in amount to the weekly payments to Julie Conway recorded in the "Living 1" current account.
195. Absence of bank statements for Julie Conway's current account at Bank of Ireland Drumcondra after 2 September 2016 preclude analysis of whether the recorded payments of €200 from Sinead Mulhall's business account were credited to Julie Conway's current account and identification of the account which directly sourced payments to Julie Conway's credit union account after 2 September 2016. There is no documentary record of any employment of Julie Conway by Ross Browning in the Gym which might justify use of the "Living 1" current account to make these weekly payments.

196. DO'B opened a current account at Ashbourne Branch of BOI on 4 April 2014 with a €3,000 lodgement stated to have come from a credit union. Credits of €37,131 and €79,209 were lodged to this account on 19 March 2015 and 30 March 2015. The statements relating to this account show some weekly payments of a Garda pension and some weekly income from his employer, "Carlton House. "
197. Payments from this current account include some transfers to Julie Conway. On 14 April 2015 DO'B bought a bank draft for €33,000. He was registered as owner of Mazda CX5 151D on 21 April 2015. This accords with information provided by DO'B in a statement to Gardaí. An account transfer of €17,280 was made from DO'B's current account to an unknown destination on 5 January 2016.
198. By April 2016 virtually all of the money which had been credited to this current account in March 2015 was spent. At that stage €12,000 was transferred into a new joint current account of DO'B and Julie Conway which was opened at Ashbourne branch of BOI on 29 April 2016. There is nothing in the transactions appearing in the bank statements for DO'B's current account during the period from March 2015 or during its earlier operation shows indicates any disbursement of a type which could relate to work or materials used to rebuild or equip Chestnut Lodge.
199. DO'B borrowed €25,000 from his credit union for home improvements on 22 September 2016. He borrowed a further €15,000 for home improvements from his credit union on 25 November 2016. These sums were credited to his current account at Ashbourne Branch of BOI. Much of this money was withdrawn in large amounts in cash. The statements show payments totalling €8,816 to Lacey's Plumbing. This is consistent with paying cash to builders and tradespeople working on a house. This loan was serviced by pension income and was eventually paid off by using a cheque from a solicitor. This money came from an inheritance. There is no evidence that there anything untoward about the source of funds to pay off the loans or to support an inference that Ross Browning had any involvement in these matters.
200. Julie Conway's current account at BOI, Drumcondra, also held the balance of the €40,000 drawn down from Finglas Credit Union loan. This sum was credited to her current account on 9 July 2016. As of 2 September 2016, the balance unspent was €29,467.
201. PMcF also did work on Ross Browning's gym and got paid in cash in 2016. This is consistent with refurbishment of the extra unit which was leased out to the gym in 2016 and required renovation. A fitter from another business laid floors on it. PMcF estimated that he last worked on the gym in the first half of 2016. He could not be more specific. He also worked on Chestnut Lodge and did not say whether he worked on the gym before he worked on Chestnut Lodge.
202. "Living 1" business bank account statements do not disclose disbursements to any supplier of materials for construction work on the gym in 2016. Statements relating to

Julie Conway's BOI credit card account by which was used by Ross Browning do not show any debits for suppliers or material which could relate to these works. Statements relating to Leslie Conway's BOI Credit card which was sometimes used to make payments for the gym do not show any debits which could relate to these works.

203. Expenditure by Julie Conway from the €40,000 loan lodged to her current account On 12 July 2016 shows payments to "TF" and "SIG Trading" and a withdrawal of €2,600 cash on 2 September 2016 when the statements end. The Bureau did not adduce evidence relating to what was bought from the two suppliers. Statements relating to this account for the period after 2 September 2016 were not exhibited. These would show how and when the balance of the loan money was used. Available statements relating to other bank and credit union accounts of Julie Conway, Leslie Conway, and DO'B do not show any debits to suppliers which could relate to building work on Ross Browning's gym during this period.
204. DO'B was interviewed by Gardaí on 23 February 2018. He stated that Ross Browning had a loan on Julie Conway's account at Finglas Credit Union and that he used this money "to renovate and build up a gym. The Living Eye at Phibsboro...the Loan Repayments are being made from the gym's bank account. I do not know where that account is held. I know the repayments are up to date".
205. This information provided an explanation of the context of payments of €200 per week from the "Living 1" bank account to Julie Conway and the source of funds used by Julie Conway to pay weekly instalments of €200 on her loan of €40,000 from Finglas Credit Union.
206. Available bank, credit union and credit card statements of Julie Conway and DO'B do not disclose any other expenditure by them on building or fitting out Chestnut Lodge in 2016 or 2017.
207. It is most unlikely that the €40,000 borrowed by DO'B was anywhere near sufficient to cover the cost of the work carried out to Chestnut Lodge. Skilled electricians and plumbers, roofers and other tradespeople were involved and there was some design input into the project. Even assuming that some of the work was done by Ross Browning, using his experience in the building trade, and by associates of his, the likely total outlay on labour and materials was in excess of €200,000 in 2016. The evidence establishes that Julie Conway and DO'B did not fund the shortfall. The estimates provided by PMcF came nowhere near the likely total cost of the work. The items listed in his estimates formed a small element of the overall work done.
208. A manuscript document located in a search by Gardaí of Chestnut Lodge on 25 June 2019 includes an entry referring to the writer's son who is described as "an amazing business man. He has helped me with given me a fab piece of land to live on and helped me with the renovation of it. I love my house thanks to my son.... He often gives us money (emphasis added)..."

209. The Bureau has adduced evidence relating to circumstances in which a lodgement of €10,000 came to be made to Julie Conway's share account at Finglas Credit Union on 19 May 2016. This increased the credit balance on that account to €18,143. This account balance was offered as collateral in the loan application by Julie Conway for €40,000 to renovate Chestnut Lodge.
210. This €10,000 was provided by SM. She is a former partner of the son of William Conway who helped out with money to by Naul . She withdrew this sum from her savings account at BOI, Drumcondra. She used these savings to buy a bank draft dated 13 May 2016 in favour of Finglas Credit Union. The purpose was to provide €10,000 to Julie Conway so that she could lodge it with Finglas Credit Union. SM was aware that the money would be used by Julie Conway as collateral for a loan to do up Chestnut Lodge.
211. The copy of the first estimate provided by PMcF which is exhibited was undated. An internal letter to the credit committee of the Credit Union discloses that the second estimate was submitted shortly after an initial review by that committee of the loan application. This took place in the week prior to 23 June 2016.
212. Evidence tendered by the Bureau does not explore source of funding to SMs account which allowed her to make a payment of €10,000 to Julie Conway. There is nothing to suggest that she came by this money in some untoward manner. SM stated to Bureau officers on 8 March 2018 that the €10,000 was a loan by her to Julie Conway which was repaid in cash. She stated that she received this repayment in two tranches of €5,000. The first of these was paid a few weeks after this loan and the second was paid a few weeks later. If this is correct, then this loan repaid or in course of being repaid before Julie Conway received her loan from Finglas Credit Union.
213. Julie Conway claimed in a conversation with Bureau officers that she had loaned SM the money in cash earlier and that she thought that SM was paying her back. This explanation is not reliable.
214. The bank and Credit Union Accounts of Julie Conway and DO'B do not show any withdrawals during the period up to 2 September 2016 which could account for such payments. This date is less than two months after the date when the €40,000 loan was drawn down.
215. If Julie Conway did use her bank account, to repay SM after 2 September 2016, the only resource available to her was the unspent balance of the money which she borrowed from the Credit Union. She did not use her joint current account with DO'B. The money did not come from DO'B's current account either. The only credible available sources of funding to repay SM were the money borrowed by Julie Conway to do up Chestnut Lodge or cash from Ross Browning.

216. It is necessary at this stage state this Court's provisional conclusions on what the evidence adduced by the Bureau and considered by the Chief Bureau officer established as a matter of prima facie probability in relation to Deanstown Road, Naul and the sites at North Beach in Rush.
217. This evidence relating to the sites at Rush, Deanstown Road and Naul shows that Ross Browning was involved in acquiring these properties. There was little or no reason why their ostensible purchasers would want to buy them. Ross Browning was the only possible source of funds needed to renovate and extend Deanstown Road.
218. It is not possible to say that Ross Browning funded all of the price of €16,000 and associated fees for the acquisition of the first plot at North Beach, Rush because the source of an AIB bank draft for €14,000 which assisted that transaction has not been identified and it would be speculation to conclude that this bank draft represented proceeds of crime.
219. However, the obvious and only credible source for the out of course lodgements of €1,000 and €4,000 to Julie Conway's bank account which assisted in this purchase was Ross Browning. Ross Browning was also the obvious and only credible source of the cash deposit of €1,000, paid for that site.
220. Julie Conway had no role in negotiations for the acquisition of this site. She had no contact with the vendor or the vendor's brother with a view to buying it. She did not provide the cash contribution of €3,100 towards closing of the sale. In summary her resources can be readily excluded as the source of €7,712 provided towards this acquisition. This figure is arrived at after subtracting the amount refunded to her by the solicitors
221. Ross Browning also organised the purchase of "The shack" later in 2011. He paid for this property using money savings derived from cash lodgements to Halston St. Credit Union share accounts which were under his control.
222. Given lack of legitimate means of Ross Browning and Sinead Mulhall to make savings and fund these expenditures on the sites at North Beach, Rush and lack of any credible means of Julie Conway which could explain the source of much of the money used buy these sites, the obvious inference is that the two sites at Rush were probably acquired using cash which was ultimately sourced from proceeds of crime.
223. The belief of the Bureau Chief officer on these matters is fully supported by information in the affidavits and exhibits provided to him. The evidence tendered by the Bureau is sufficient to establish as a matter of prima facie probability that the plots of land at the North Beach in Rush were acquired using cash derived from proceeds of crime and that Ross Browning controls this land.
224. Turning to Deanstown Road, the evidence which points to Ross Browning as the person behind this acquisition is compelling. There was never any realistic prospect that William

Conway would have wherewithal to repair, extend and modernise this house. There was no reason why he could expect to keep for himself the uplift on the value of Deanstown Road attributable to renovations. His investment was limited to €57,250 which he paid for Deanstown Road plus €2,398 towards legal costs.

225. Ross Browning was the only possible source for cash which paid for renovations to this house. During 2012 he was prepared to sell this property for a sum which would not get him back anything like the amount of money which he had spent on it.
226. In 2012 Ross Browning was also considering buying another property on Deanstown Road. The evidence points to a change of tack when a proposed sale of Deanstown Road fell through and the purchase of the other house was delayed because of a title issue. Ian O’Heaire came into money when he settled his injuries compensation claim. At that stage Ross Browning was looking to buy Naul and needed money.
227. The evidence supports the inference as a matter of probability that Ross Browning got Ian O’Heaire to pay over €103,037 for purchase price and legal fees for acquisition of Deanstown Road at a sale price which was put in as €120,000. Deanstown Road had been refurbished to a high specification and was probably worth €130,000.
228. There was never reality to any notion that Ian O’Heaire would pay William Conway the outstanding €20,000 on the contract for sale of Deanstown Road.
229. There was never any question that Ian O’Heaire would get Deanstown Road for himself. He could not expect to get a house which was worth €130,000 for €100,000. At the time that he supposedly bought this house DW and Ross Browning’s uncle who was her then partner had already been installed as tenants.
230. The evidence adduced by the Bureau demonstrates that Ian O’Heaire never received income from that property. He had no real say in what happened to it.
231. The note on the solicitors’ attendance sheet found in Ian O’Heaire’s family home indicates an objective when that note was made that Deanstown Road would be settled on Ross Browning’s uncle and his then partner, DW. It is impossible to know what, if anything, Ian O’Heaire would get from this. The suggested price of €50,000 was gross undervalue for the property. To include it as the market price in a contract or conveyance would involve a pretence. The occupants of Deanstown Road did not have €50,000 available to buy it in 2017.
232. The evidence tendered by the Bureau points to only one credible conclusion relating to this house. This is that Ross Browning retained control over Deanstown Road.
233. It follows that material in the affidavits and exhibits relied on by the bureau demonstrates that the belief of the Chief Bureau Officer that the title to Deanstown Road was acquired in whole or in part in connection with property that, directly or indirectly,

constituted proceeds of crime is a reasonable belief. The material in these affidavits and exhibits also demonstrates that much of the current value of that asset is derived directly from building works funded by proceeds of crime and supports the belief of the Chief Bureau Officer on that matter as a reasonable belief.

234. Evidence adduced by the Bureau is sufficient to establish as a matter of prima facie probability that ownership rights to Deanstown Road are derived from proceeds of crime and that Ross Browning controls this asset
235. Evidence adduced by the Bureau shows that Naul was bought with €100,000 supplied through Ian O’Heaire and €20,337 provided by William Conway’s son plus €4,000 from an unknown source. While William Conway was ostensibly the purchaser of Naul, his contribution remained €57,250 plus the costs and fees which he put into the initial purchase of Deanstown Road. He played no part in decisions relation to the reconstruction or repurposing of either Chestnut Lodge or development of the dwelling, stables, riding arena and yards and sheds behind it.
236. The “sort out Granda” reference in the notebook seized in 2013 points to William Conway’s role in the arrangement as being that of financier rather than owner. There is no evidence that William Conway’s son who contributed money towards this purchase was ever intended to have any ownership interest in Naul either. His role was to provide money to fund the purchase. Ross Browning bought Naul to develop it for himself. He initially intended to renovate Chestnut Lodge as a creche and build a new house which would be connected to it from behind.
237. None of the wherewithal for expenditure by Ross Browning on Naul came from any identifiable legitimate source of income. This wherewithal was for the most part cash. Evidence in the affidavits and exhibits relied on by the Bureau fully supports as reasonable the belief of the Chief Bureau Officer that Naul was bought in an arrangement to substitute legitimate money with proceeds of crime and that money provided by Ian O’Heaire and William Conroy’s son which funded this purchase was to be returned by Ross Browning in due course.
238. The correct inference established as a matter of prima facie probability by evidence adduced by the Bureau is that the common intention of the participants in these transactions was that Ross Browning would “sort out” William Conway in due course and that he would also “sort out” William Conway’s son and Ian O’Heaire.
239. Evidence adduced by the Bureau established that building and land improvement developments at Naul were mostly funded by cash provided by Ross Browning. The money could not have come from any other source. This evidence also showed that at some point after Naul was bought Ross Browning decided that he would provide his mother with a new house at Chestnut Lodge.

240. This evidence also established as a matter of prima facie probability that value in the asset which is now Naul, and which is attributable to the new houses and other structures was funded for the most part by cash sourced in Ross Browning's proceeds of crime. Julie Conway and her partner contributed towards the cost of the Chestnut Lodge project. The only possible source of the rest of the money which funded this development was Ross Browning.
241. While Julie Conway borrowed €40,000 which was advanced to her on the basis that she would use that money to refurbish Chestnut Lodge, she received weekly payments from Ross Browning and Sinead Mulhall which covered her repayments on the loan during 2016 and 2017. DO'B explained that money borrowed by Julie Conway was in fact used on Ross Browning's Gym.
242. Julie Conway received €10,000 which she deposited with Finglas Credit Union as savings in her shares account. This money was provided as collateral security for her loan. SM provided the €10,000 to Julie Conway. She was repaid within weeks by two sums of €5000 each in cash.
243. Absence of statements on Julie Conway's current account after 2 September 2010 and absence of analysis of how the €40,000 which was borrowed by her was spent mean that any conclusion that the €40,000 was borrowed by Julie Conway for Ross Browning's gym relies on DO'B's explanations. Relevant bank account and credit union statements show that payments were made from Ross Browning to Julie Conway, consistent with this explanation.
244. Evidence and material in the affidavits and exhibits supports as reasonable the beliefs of the Chief Bureau officer that the development works carried out at Naul were, for the most part, funded by proceeds of crime.
245. Evidence tendered by the bureau is sufficient to establish as a matter of prima facie probability that both, Chestnut Lodge which is occupied by Julie Conway and DO'B, and the rest of Naul which is occupied and controlled by Ross Browning and Sinead Mulhall are property acquired with property that, directly or indirectly, constitutes proceeds of crime and were acquired in connection with property which, directly or indirectly, constituted proceeds of crime.
246. The Bureau also claims that a number of items seized at Naul on 23 February 2018 were derived from proceeds of crime.
247. The first item claimed is €2,800 cash found during a search of Chestnut Lodge that day. This money was in an envelope in an underwear bag in a wardrobe. Julie Conway asserted that it was confirmation money for Jeffrey Conway's daughter. This cash was inconsistent with money sourced solely from means of either Julie Conway or DO'B. Their access to funds at that time could be readily identified from their established sources of income

which were credited to their bank and credit union accounts. However, it is conceivable that cash in the amount found in the envelope might be collected by way of gifts from members of the family or saved by a relation such as a godmother and set aside for a confirmation party and gifts.

248. There is considerable evidence that Julie Conway benefited from largesse provided by Ross Browning. He gave her money. She allowed him to use her credit card account. However, it does not necessarily follow from this that the cash in the wardrobe came from Ross Browning. There is insufficient circumstantial support for the belief of the Chief Bureau Officer relating to this item.
249. The second item claimed is the black motorcycle having registration 07LS found in the large shed at Naul.
250. A window opening in a bedroom on the upper floor of Ross Browning's house at Naul faces into this shed. The photographs show that this is one of two windows facing from that bedroom into the shed. A smaller window which is incapable of being used as a means of escape from the house has a similar arrangement.
251. The cladding on the shed was cut away at the location of the aperture of the larger window. This opening was covered by a plywood panel behind the window blind. This aperture is sufficiently large to enable occupants of the house to exit into the shed. Gardaí who searched the premises on 23 February 2018 found a short ladder positioned against the wall of the shed directly beneath this aperture. This ladder was concealed behind a rug which had been placed over it. This arrangement was capable of allowing occupants of the house to lower themselves onto the top steps of the ladder and at the same time prevented intruders from gaining easy access into the bedroom from the shed.
252. The motorcycle was registered as owned by Stephen Fowler. Its value did not exceed €5,000.
253. However, the evidence tendered by the Bureau is sufficient to establish that this motorcycle was in "possession or control" of Ross Browning when it was seized. It was in Ross Browning's shed. It follows that it falls to be considered within "the total value of the property" controlled by Ross Browning for the purposes of s.3(1)(b) of the 1996 Act. The total value of this property is far in excess of €5,000.
254. The remaining issues to be decided are whether the material advanced by the Bureau in evidence is sufficient to support as reasonable the belief of the Chief Bureau Officer that proceeds of crime were used to acquire the motor bike and whether the overall relevant evidence is sufficient to persuade this Court to conclude on the balance of probabilities that this is correct.
255. This motorcycle was bought by Stephen Fowler using €4,980 cash in April 2016. It was sourced on "done deal" Stephen Fowler already had other motorcycles at that time. He did

not obtain insurance to ride this motorcycle until January 2018. The insurance was paid by monthly direct debit to Stephen Fowler's AIB bank account.

256. The cash to buy this motor bike did not come from any of Stephen Fowler's bank accounts. The funds to meet Stephen Fowler's mortgage commitments between April 2015 and 2016 comprised cash lodgements to his bank account from unknown sources. He told D/Garda Carbery that he did not ride it because he suffered an injury which meant that he could not change the gears. However, he taxed it and insured it. He explained that he left this motorcycle in the shed in Naul to store it and that he told Julie Conway that he was doing this because she was a good friend.
257. Stephen Fowler is a criminal associate and former business associate of Ross Browning. His explanation is implausible. He could have stored this motorcycle in his premises in Blanchardstown. It is difficult to understand why he would insure a bike which he could not ride and take it to Naul to store it or why he would tell Julie Conway that he had left it in Ross Browning's shed. The available material supports as reasonable the belief of the Chief Bureau Officer that this bike was acquired using proceeds of crime and that it was in the shed as a "tool of the trade" of organised crime for use by Ross Browning in case he needed to make an escape. The evidence overall establishes as a matter of prima facie probability that this motor bike was acquired using proceeds of crime.
258. The third item seized at Naul that day was the blue Audi Q7 SUV registration number 10D registered to Sinead Mulhall at her former address in Dublin 1. Evidence of Sinead Mulhall's modest ostensible means has already been summarised. Notwithstanding this, she did not collect child benefit for her children after 2 August 2016.
259. This Audi SUV was bought for €30,000 from a dealer in May 2017 against trade-ins of Land Rover sport 08D valued at €17,500 and Audi A8 07D valued at €12,500. The former vehicle was registered in the name of Sinead Mulhall. It was bought from a dealer in Mount Merrion in February 2015 for €26,250. Business and bank records of the dealer show that a few days after the date of this sale the dealer lodged effects to an account at AIB Bank which included €27,600 cash. A handwritten entry made the dealer's diary a few days before the date of the sale refers to "Ross" with a telephone number. The dealer stated that cash was paid over by a man for this motor vehicle. Ross Browning was insured to drive this vehicle as a named driver.
260. The registered ownership of the latter trade-in vehicle was transferred by Sinead Mulhall to Ross Browning in February 2016. Records held relating to ownership of this vehicle disclosed that Sinead Mulhall bought this vehicle from a dealer in February 2016 and that a previous dealer had sold the car for €16,000 about a week before this. Information provided to Bureau officers disclosed that it was then sold on to the dealer who ultimately sold it to Sinead Mulhall for €16,500. This information points to it being unlikely that Sinead Mulhall paid less than €16,000 for this vehicle. Registration records do not indicate that Ross Browning or Sinead Mulhall disposed of any motor vehicle around that time. The

money to buy the motor vehicles traded in to buy the Audi SUV seized by Gardaí came from unknown sources. The total put in was in excess of €42,250 and at least 27,600 was cash.

261. The disclosed means of Ross Browning and Sinead Mulhall in 2015 and 2015 did not provide them with sufficient free assets to enable them to buy these motor vehicles. The overall evidence and information in the affidavits and exhibits considered by the Chief Bureau officer amply supports as reasonable his belief that the Audi SUV is property that was acquired with property which indirectly constituted proceeds of crime and that the ultimate source of wherewithal to engage in these transactions was cash in the hands of Ross Browning and which was directly sourced from proceeds of crime. The evidence tendered by the Bureau is sufficient to prove this, prima facie, on the balance of probabilities.
262. The final item seized on 23 February 2018 was a Black Mercedes Vito van registration number GFZ found on Ross Browning's premises. Ross Browning claimed at the time that it was owned by "a friend". Documentary business records relating to Ross Browning held by accountants in Longford included a receipt for a payment by Ross Browning of €7,950 for this van issued by a truck business in County Antrim dated 28 June 2017 and noted as "paid in full." Their business records disclose that the form of payment was cash. Again, the disclosed means available to Ross Browning do not show any legitimate source for this payment. The material considered by the Chief Bureau Officer amply supports as reasonable his belief that this Vito van is property acquired by Ross Browning using proceeds of crime. The evidence adduced by the bureau is sufficient to establish as a matter of prima facie probability that this van was bought with proceeds of crime.
263. A number of items were seized by the Bureau on 23 February 2018 in a flat occupied by Cheryl Browning in Dublin 1. These items consist of four valuable watches, a diamond solitaire ring mounted in platinum and €2,750 in cash. A black VW Golf car registration 142D was seized on the street outside the flat on the same date.
264. The Bureau claims that the items seized in the flat were proceeds of crime or acquired with proceeds of crime and that the car was acquired with proceeds of crime. The bureau claims that the items seized in this flat and the car were controlled by Cheryl Browning. She is a sister of Ross Browning. She lived in this flat with her teenage daughter. Her partner, BF, also possibly lived there. All three were present when this flat was searched on 23 February 2018.
265. The watches found were a Cartier watch with a white rubber strap worth €2,200, a ladies Rolex watch worth €9,000, two gents Rolex watches worth €4,000 and €25,000. The ring which was found is valued at €13,000.
266. Garda intelligence indicates that BF is a close associate of Ross Browning and a member of the Kinahan Gang. His last recorded income was in 2013 and his last social welfare claim was in 2011. His mother is NF. She lives in a flat in Dublin 1. Her income between 2014

and 2018 was very modest and she received Family Income Supplement payments totalling €30,319 between May 2015 and January 2018. She did not have money to buy a car and she told Gardaí that she did not drive or own a car and that she never held a driving licence. Notwithstanding this, she was registered as owner of three cars during various periods.

267. Cheryl Browning had modest means in the period between 2014 and 2018. She had very little recorded earned income. In the period between 20 July 2006 and 7 March 2018 she received €133,616 in Jobseekers Allowance and One Parent Family support. From 1 January 2018 she was recorded as a self-employed fitness instructor. Her turnover for that year was €13,600 and her net profit was €5,729. Her last PAYE income was in 2015 and she did not file any tax returns for 2015 and 2016.
268. Business records of an insurer disclose that in 2017 Cheryl Browning represented that she was the registered owner of 142D. She was insured by that insurer to drive this car from 26 November 2017. Her occupation was given as "fitness instructor" and the proposal document supplied details of her address and telephone number. The €853 premium for the policy was paid using a card in the name of Julie Conway. An audio recording by the insurer included a statement by Cheryl Browning that the car had not been imported. No evidence has been offered of any earlier insurance policies relating to this car. She was shown as a "Coach: Elite Training Academy" in a website which "Club Living 1" gym operated in 2017. She was registered as owner of a VW Jetta between March 2010 and June 2016.
269. When interviewed by Gardaí during the course of the search Cheryl Browning conformed that 142D was hers and stated that she had owned it for a few years and claimed that her mother helped her out to buy it. She claimed not to remember where she bought it and did not know if it was bought in England.
270. The car was claimed to have been bought in 2015. This car had an association with "LS Active." LS Active was associated with members of the Byrne organised crime group and a number of cars held by this entity were subject of orders under s.3 of the 1996 Act. Searches of premises related to "LS Active" resulted in recovery of documentation which referred to this vehicle.
271. A delivery note from a transport company purports to disclose that this car was shipped from the UK and delivered to "NF" with an address in Dublin 1 on 21 October 2015. However, the vehicle was sighted in Dublin prior to that date. In September 2015 it was being used in the vicinity of Raleigh Square in the Crumlin area of Dublin. On 3 October 2015 BF was driving it and claimed he bought it from a garage, On the following day it was parked beside a VW Golf owned by BF. On 16 October 2015 it was parked outside Ross Browning's gym in Phibsborough. At that stage the vehicle had a UK registration. A vehicle purchase form signed by NF gave the purchase price as €20,000 and the date of purchase as 1 October 2015.

272. The documents for re-registration of the vehicle in Ireland were presented by BF on behalf of NF. The VRT authority assessed the market value of the vehicle at €37,467 and the VRT payable at €5,667. On 18 November 2015 €5,540 was lodged to the current account of NF at BOI, Drumcondra. On the same date a bank draft for €5,526 was bought at that bank branch in favour of VRT and the cost of the draft was debited to NF's current account.
273. The source of funding for acquisition of 142D is unknown. It was not bought or imported into Ireland by either NF or Cheryl Browning and it is not clear when it arrived into Ireland. Documentary records recovered by Gardaí reveal its association with "LS active" which was an entity linked to Byrne organised crime group money laundering. NF was registered as its owner on foot of a number of false documents. A substantial cash deposit was made to her bank account to fund the draft used to pay VRT on this vehicle. This money came from an unknown source.
274. Legitimate sources of income available to Cheryl Browning and BF could not explain how Cheryl Browning came to have the very valuable watches and ring in her flat or how she could acquire this car. Evidence has been presented showing that, in spite of this lack of resources, she was in the United States of America, the United Arab Emirates and south Africa in 2016. She and her daughter were on a Mediterranean cruise along with five other members of the Conway and Browning families in 2017. She visited Luton, Madrid, Liverpool and Venice between 2016 and 2017. She visited Malaga many times between 2013 and 2018.
275. WhatsApp messages from 2017 which were retrieved from a mobile phone show that Cheryl Conway was to receive €5,000 from Ross Browning for some services associated with his gym in 2017. The tenor of some of these messages indicates that Cheryl Browning had been provided with a lot of holidays in 2016 and 2017. Business records from air carriers and credit card providers point to ready access by Cheryl Browning to funds which were used on extravagant activities. Travel and credit card records located by the Bureau show that several members of the Browning/Conway family who did not have means to fund an extravagant lifestyle enjoyed similar benefits in the relevant period.
276. The material considered by the Chief Bureau Officer relating to VW Golf 142D, the watches and the ring objectively supports as reasonable his belief that each of these assets was acquired with proceeds of crime. The watches and the ring are very valuable luxury items. Their value is beyond the means of most of the population of this State. This Court considers that the evidence tendered by the Bureau established as a matter of prima facie probability that each of these items was under control of Cheryl Browning and was acquired with proceeds of crime. The watches and ring were a means of holding proceeds of crime in high value goods.
277. There are two possible explanations for the €2,750 cash. The first is largesse by Ross Browning paid for out of proceeds of crime or money from criminal activities of Cheryl

Browning's partner. The second is that it is a mixture of cash from social welfare and from her recently established business as a self-employed fitness instructor.

278. Weight to be attached to belief evidence of the Chief Bureau Officer relating to this cash is somewhat weakened by lack of information on where it was found and whether it was hidden or in plain view. There is no information on whether it was all in one location or in separate locations and on whether it was located along with the watches and ring.
279. Cheryl Browning was not asked about the cash. She stated to Gardaí conducting the search that she had an account in the BOI in Dorset St., (which may mean Drumcondra Road as the branch of BOI in Dorset St. has been closed for many years) and that she was a personal trainer on the gym doing her own thing and that the gym did not pay her. She had registered as self-employed. There is insufficient surrounding circumstantial support for the belief evidence of the Chief Bureau Officer relating to this cash.
280. The next item claimed by the Bureau consists of €6,400 in cash found in the flat of Robyn Browning. This was the former home of Julie Conway. Robyn Browning lived there with her daughter. Robyn Browning was present during the search along with her partner.
281. Cash of €6,050 was found hidden in a sock in a child's bedroom and €350 was found separately. Robyn Browning initially denied that there was any cash in the flat beyond €30 or €40. When the cash in the sock was discovered, she claimed that she had forgotten about it. She claimed that it was from her work.
282. Robyn Browning indicated that she and a friend operated a beautician's business in the "Living 1" gym in Cross Guns Bridge. She said that she did beauty treatments for the owner of this business and did not own it. She claimed that she kept her earnings in the flat. The gym premises at Cross Guns Bridge was searched by Gardaí on the same date.
283. YD, who was identified by Robyn Browning as the owner of the business, indicated that she was a friend of Robyn Browning and operated a beauty salon out of part of these premises which had been sub-let by Ross Browning. She claimed that she was paying rent into the "Living 1" bank Account.
284. Robyn Browning's tax and social welfare records show that she had limited means between 2007 and 2018. She received €83,000 in One Parent Family Payment between October 2010 and March 2018. Her gross income for taxation purposes was recorded as €4,404 in 2017 and €16,719 in 2018. Notwithstanding this apparent lack of means, she had much the same history of foreign travel as Cheryl Browning and it is clear that she was on many of the same trips. She accumulated similar stamps on her passport to those on the passport of Cheryl Browning. She was in the United States of America, the United Arab Emirates and South Africa. She was in Morocco. She was frequently in Malaga. She was in Liverpool and Venice and Luton. She was in Thailand in 2012, 2013, 2014 and 2015. She

was in Santorini with her partner and her daughter in June 2018. They went skiing in Andorra in December 2017.

285. This information fully supports as reasonable the belief of the Chief Bureau officer that the €6,400 found in Robyn Browning's flat represented proceeds of crime and was part of largesse provided to her which was sourced in the criminal activities of Ross Browning. The evidence tendered by the Bureau relating to this established as a prima facie probability that this cash came from proceeds of crime.
286. The final items claimed by the Bureau to be derived from proceeds of crime are €4,900 seized from the car and home of Leslie Conway at Navan Road, off Navan Road in Dublin and her car, a white VW Golf 12D. This was parked outside her house on the day of the search. She told Garda O'Leary that she bought the car in September 2017. She said this was funded by about €8,000 from her credit union account and by trading in a BMW motor car.
287. She told Garda O'Leary that €1,000 of the cash which was located in the car was from the gym for fees and that she had it to pay utility bills. She told Garda O'Leary that she had about €3,900 upstairs in a bag . She said that she was supposed to go away at Christmas and that this cash was out of her credit union. They intended to go away at Easter and she had not put in back in.
288. Motor tax records show that she was registered as owner of the BMW on 30 March 2014. She was registered as owner of VW Golf 12D on 6 September 2017 and ceased to be registered as owner of the BMW on that date. Leslie Conway was previously registered as owner of a VW Beetle 07D from 9 March 2007 to 21 January 2014 and it is reasonable to assume that this was traded in for her BMW around the latter date.
289. During the period between 2015 and 2018 Leslie Conway was in the PAYE system as an employee of a charity, earning an average of around €18,000 per annum. Her gross taxable income in the years 2010, 2011, 2012, 2013 and 2014 was €31,360, €25,729, €21,153, €25,000 and €16,200. She also received €13,972 Family Income supplement between January 2014 and June 2019. And €38,880 One Parent Family payment during the same period.
290. An internet publicity notice for "Living 1" gym in 2017 stated that Lesley Browning managed this enterprise. This is confirmed by What's-app interchanges between Ross Browning and Lesley Conway in 2017 which indicate that her credit card was used to discharge business liabilities of the gym and that the money to make payments came from Ross Browning. PMcF stated that she worked in the gym as manager in 2016.
291. No returns of income or trading were returned for trading at the gym in Cross Guns Bridge or for the income from subletting parts of the premises let. Any payments to Lesley Conway for her services as manager were made in cash. They were not put through the

partnership bank account and cannot be identified in her current account. Wherewithal to capitalise this business and equip the gym and refurbish the leased units and pay the running costs all came from undisclosed sources.

292. Leslie Conway maintained a current account with BOI and a Credit Union Account with Community Credit Union limited (formerly West Cabra Credit Union). She also had a BOI credit card account which was opened in 2010.
293. The copy statements exhibited relation to Lesley Conway's current account disclose lodgements of monthly salary and some other regular payments which may correspond to social welfare. She did not have a chequebook. Withdrawals from the account over the years are mostly of cash using ATMs and the bank card was rarely, if ever, used for items of ordinary day to day expenditure, such as groceries.
294. The credit card account had a direct debit arrangement from the current account to clear monthly balances. However, these direct debits were rarely passed to the current account because the monthly balances for purchases using the credit card were paid by round sum lodgements which cannot be traced to any source within legitimate means of Lesley Conway.
295. For example, in 2011 42 lodgements were made to this credit card account. The value of these lodgements totalled €16,378. This credit card was used to pay for items which included rates to Dublin City Council, insurance premiums, creche fees, a large number of air flights with different carriers, including flights for members of the Browning, Conway and F families, motor tax, ferry trips to the UK, travel agents, hotel accommodation in Ireland and abroad, plant hire in 2015, Roadstone in 2013 and a UK entity called "Herbal Life".
296. Records with air carriers disclosed that in 2017 and 2018 Lesley Conway's email address was used to book flights for Ross Browning, Sinead Mulhall, BF. GF and JF. GF and BF are suspected members of the Kinahan gang. Business records of air carriers and an invoice found on a search of Lesley Conway's house disclose seven visits to Malaga between 2009 and 2018, two return trips to Orlando, two return trips to Tenerife and trips to Venice and Liverpool and a Mediterranean Cruise on which she was accompanied by other members of the Browning Family.
297. On 26 February 2011 her current account received a credit transfer of €12,322. There is no suggestion that this was improper. €10,000 of this was transferred to a 21 day notice savings account which was closed on 6 September 2011, when €10,078 was recredited to her current account. On 27 January 2012 an "Interpay" amount of €10,027 was debited to this current account.
298. This current account fed periodic standing orders to the shares account in Cabra Credit Union. Two sums of €2,000 each were credited to this current account on 28 February

2011 and 27 January 2012. These corresponded with Cabra Credit Union withdrawals on the same dates. During 2012 a number of significant round sum lodgements totalling €14,500 were made to this current account. Two out of course round sum payments totalling €5,000 were made to the credit union shares account in the same period. Further out of course round sum lodgements of €5,000 and €4000 were made to the credit union shares account on 17 January 2014 and 24 November 2015.

299. Lodgement of the former sum was accompanied by withdrawals of €5,000 and € 2,500 on the same day. A further sum of €2,500 was withdrawn from the shares account on 20 January 2014. These withdrawals totalling €10,000 took at the time when Lesley Conway was trading-in her VW Beetle and buying the BMW. Roughly half of the €10,000 withdrawn represented accumulated savings of €450 monthly into the Savings Account from her current account which were accumulated between February 2012 and January 2014. The other €5,000 did not come from means ordinarily available to Lesley Conway.
300. Business records of the motor dealer disclose that the VW Golf claimed by the Bureau was sold to Lesley Conway on 23 August 2017 for €17,400 and that part of the purchase price was an allowance of €7,900 on a trade-in of a BWW 09D and an allowance of €3,500 on a trade in of Golf GTi 05WW. The money element of the deal was €6,000. Business records of the dealer show that this was paid by two cash payments from Lesley Conroy of €5,800 and €200 which were lodged by ATM on 23 August 2017. 05WW was recorded in motor taxation records as registered to Ross Browning between 5 April 2016 and 27 February 2017.
301. This record may not be conclusive on who paid this cash to the dealer. A download from Leslie Conway's mobile phone shows a What's-app message from "Partner," who is Ross Browning, at 16.47 on the same date which reads as follows: "Thanks and your car is paid for so just go up later with your car ok." There is another message from "partner" earlier that day indicating that "...Robbie Knows my GTi won't be up till Friday or so ok x."
302. This is consistent with a reference to one of the trade-in vehicles. The context to the payment becomes clear from What's-app message sent by Leslie Conway to "partner" the previous day: "That chap going away Thurs so he wants us to sort out tomorrow evening! Sinead could drive her car out and I'll drive mine! I need to give him 6 but won't clear to the end of the week in my credit union. Would you and I'll give you all on Fri 9.5."
303. This shows that a Golf GTi provided by "partner" was part of the trade in price and that €6,000 was being provided by "partner" to Lesley Conway on a temporary basis, pending credit union funds becoming available. She had funds €11,629 in her share account With Community Credit Union Ltd and needed to get cleared funds to complete the deal. Three withdrawals were made from her credit union account on 24 August, 31 August and 1 September 2017. The total amount withdrawn was €7,000. Some credit unions have limits on cash amounts which members may withdraw at one time.

304. At that time the credit balance on this share account was being funded by a standing order for €500 which was credited to the account every 4 weeks. This standing order was set up on 28 January 2016, The total sum credited to Leslie Conway's credit union share account under this arrangement as of 29 August 2017 was €10,000. A further sum of €3,000 was lodged to this account on 15 April 2017.
305. There were no withdrawals from Leslie Conway's credit union account prior to or after Christmas 2017 which could account for the €3,900 located by Gardaí in the handbag in her house on 23 February 2018.
306. All of this information supports as reasonable the beliefs of the Chief Bureau Officer that VW Golf 12D and the €4,900 were property which was either acquired in whole or in part with property which constituted proceeds of crime or was proceeds of crime. €5,000 of the value of the transaction relating to the BMW came from unknown sources. It is likely that a substantial part of another €5,000 of the value of that transaction was from savings which facilitated by cash from unknown sources which paid for her expenses of ordinary living.
307. At least part of the value of the VW Golf came from an older VW Golf GTi which Ross Browning supplied as a trade-in. There is only evidence of credit union withdrawals of cash totalling €7,000 against the value of this vehicle and the €6,000 paid over by Ross Browning for the car. The total of these two amounts came to €9,500. Furthermore, the savings which allowed Lesley Conway to pay for the car were only possible because she was being heavily subsidised by untaxed cash which either gym earnings from an enterprise capitalised and supported by proceeds of crime or cash direct from Ross Browning.
308. Evidence tendered by the Bureau relating to VW Golf 12D50502 and the €4,900 established as a matter of prima facie probability that these assets were under control of Leslie Conway and were property as described in (i) and (ii) of s.3(1)(a) of the 1996 Act.
309. Having reached these provisional conclusions, this Court then considered evidence tendered by some of the respondents.
310. Julie Conway averred that William Conway promised her Chestnut Lodge in his will in late 2014 or early 2015 at a time when it had only three standing walls and that she and DO'B proceeded on the basis of this promise to renovate the house and turn it into their home. If that were so, the substantial funds received by DO'B in March 2015 would have been used in the renovation. There is no evidence that this happened. The evidence from satellite photography indicates that the significant renovations to Chestnut Lodge were made in 2016.
311. This Court accepts that Julie Conway and DO'B had an expectation that they would own Chestnut Lodge. However, Ross Browning was in control of Naul and the evidence

establishes as a matter of probability that he funded most of the money to enlarge and renovate Chestnut Lodge. Any expectation of DO'B and Julie Conway that they would end up with Chestnut Lodge came from him.

312. This Court does not accept the assertions by Julie Conway that resources to do up Chestnut Lodge included financial contributions from DO'B other than the €40,000 borrowed by him from his credit union. His bank and credit union account statements do not support this.
313. There is nothing to support their assertions that DO'B used €79,650 in gratuity or €36,275 from AVCs or €19,650 from a Canada Life Policy on Chestnut Lodge. This Court had already identified the first two of these receipts in DO'B's current account in March 2015. This Court has been unable to locate any credit to an account of DO'B for €19,650 from a Canada Life Policy. The supporting documentation exhibited by Julie Conway does not support her assertions relating use of these funds.
314. This Court does not accept the assertion by Julie Conway the amount of €10,000 which she received from SM was used on renovating Chestnut Lodge. That amount was not used by Julie Conway on house renovations and remained deposited to the credit of her credit union share account long after the refurbishment of Chestnut Lodge was completed. Its purpose was to provide collateral security for her credit union loan.
315. SM was repaid €10,000 in cash. This was either sourced in loan funds which Julie Conway drew down into her current account or by Ross Browning. The effect of the arrangement was that Julie Conway had €10,000 for herself and she could apply it in reduction of the loan. The net result is the same.
316. Julie Conway explained in her affidavit of 10 December 2020 that the €40,000 which she borrowed from Finglas Credit Union was not used for purposes of developing "Living 1" gym and that PMcF was working in Chestnut Lodge and the gym the same time. She has averred that she agreed to provide €10,000 to Ross Browning for work on the Gym and that the arrangement for repayment to her from the Gym account related to this
317. There is no evidence of how this €10,000 or any other money was provided to Ross Browning. The purpose of payments out of Julie Conway's current account recorded in the statements exhibited by the Bureau up to 2 September 2016 has not been explained. The only source of money which Julie Conway had available to make a loan of €10,000 was money in her current account which was available to be either paid over to her son or spent by her in accordance with his directions.
318. Neither the Bureau nor Julie Conway have exhibited statements for her current covering the period after 2 September 2016 or provided details of how or on what the €40,000 was spent. The €10,000 cash which was returned to SM is coincidentally has the same value as

the €10,000 which Julie Conway claims that she lent Ross Browning for use on renovation of the gym.

319. Julie Conway admits in her affidavit that she repaid SM by two payments of €5,000 in cash and states that one of these payments funded by a gift from DO'B's father and that the other was raised by gifts from family members. This is an implausible explanation. It is much more likely that Ross Browning provided this cash and that he got some benefit from Julie Browning, using the €40,000 borrowed by her.
320. The interpretation by this Court of satellite images exhibited in the report prepared by Keith Kelliher as showing that the old extension to the rear of was demolished by July 2013 and that site work had taken place at the rear of the cottage was confirmed by further images exhibited in the affidavit of Financial Analyst No 4.
321. These copies of satellite images are much clearer than those shown in the report of Keith Kelliher. They show Chestnut Cottage with no extension at the back in April 2015 and that it had been widened and was in the course of being reroofed on 2 June 2016. This additional information made it necessary for this Court to revise its initial conclusion that most of the work on Chestnut Lodge was carried out after 2 June 2016.
322. DO'B has provided a supporting affidavit which does not explain how he came to make a mistake when explaining Julie Browning's credit union loan to Gardaí.
323. Further money was required pay for work needed to complete Chestnut Lodge in June 2016. This Court considers it unlikely that Julie Conway would forego all of the money borrowed from the credit union.
324. The overall view of this Court of the effect of this further evidence is to accept Julie Browning's explanation that she loaned €10,000 to Ross Browning and that this accounted for the repayment arrangement of €200 per week which she accepts existed. The net effect was to reduce the amount available to her from legitimate means for use on refurbishment of Chestnut Lodge to €20,000. She had another €10,000 in deposits, back to back with her credit union loan, which was funded by proceeds of crime.
325. Julie Conway avers that the €15,000 borrowed by her from BOI in early 2011 was for the first plot of land bought at the North Beach at Rush and that the second plot of land was bought by her with cash gifts from family members other than Ross Browning. This brief explanation does not engage with the detail of the evidence presented by the Bureau or why the lodgement of the €15,000 was immediately followed by a substantial debit in favour of Wilsons Auctions. This was for a motor vehicle. This money was borrowed some time before she first instructed a solicitor about Rush.
326. Her affidavit does not explain absence of any engagement by her in negotiations to buy the two plots at North Beach in Rush and use of money under the control of Ross Browning to buy these plots. Even if this court were to accept her evidence about the purpose of the

€15,000 loan, this does not explain origin of the cash introduced into her account and the other cash used to pay for the first plot at Rush and for associated legal fees.

327. Julie Conway has averred that she was living in poor conditions in Chestnut Lodge when she wrote the extracts quoted from the manuscript seized by Gardaí from Chestnut Lodge in 2019. This is improbable. She puts the alleged promise by her father as given in late 2014 or early 2015. The enhanced satellite views exhibited by Financial Analyst No 4 tend to establish that this cottage was uninhabitable in 2013.
328. Addresses given in bank and credit card statements show that Julie Conway was living with DO'B at an address in Kilsallaghan from around April 2014 until July 2016. At that stage both Julie Conway and DO'B changed their address for account statements to Chestnut Lodge. Her pre-Kilsallaghan address for bank correspondence was her flat in Dublin 1. It is unlikely that they went to live in Chestnut Lodge when it was in poor condition.
329. This Court accepts that €40,000 borrowed by DO'B was used on renovations to Chestnut Lodge and that he and his wife expected to end up with Chestnut Lodge. However, most of the cost of this work came from Ross Browning and the evidence shows that Julie Conway and DO'B were fully aware of this and that the whole project was financed by and under the control of Ross Browning. This Court does not accept that Julie Browning was a "stranger" to the transactions shown on her credit card. The monthly statements were posted to her and it is likely that she opened and read them to find out what was due every month.
330. The affidavit of Leslie Conway confirms some of the provisional conclusions of this court relating to the purchase of her VW Golf 12D. Part of the trade in value was represented by the VW Golf which she says was owned at the time by Sinead Mulhall. Leslie Conway asserts that to fund the €6,000 cash element of the purchase price she borrowed €4,500 from her brother and that she used €1,000 which she had withdrawn from her credit union on 8 August 2007. She explains that she was restricted in the amount which she could withdraw from her credit union account at any one time. This explanation accords with the provisional view of this Court on the reasons why there were three withdrawals from the credit union account. She says that the value of the VW Golf traded in was €3,400. The invoice dated 23 August 2017 states €3,500
331. This Court considers that Leslie Conway's overall explanation is unlikely to be true. It does not explain the What's-app message from Ross Browning to Leslie Conway indicating that he paid for the car and that she could go and collect it. The amounts which she refers to her left her €500 short. She had to pay €9,500 to cover both the trade-in figure of €3,500 and €6,000 for the cash price element of the transaction. Even if her withdrawal of €1,000 in October 2017 was used to pay Sinead Mulhall, she was still short. Her explanation that she was able to save €6,000 for this car out of her very modest salary does not hold up. There is also the difficulty that €5,000 from an unknown source was introduced into her credit union account around the time when she bought the BMW.

332. Salary and proceeds of car boot sales and repayments from family members cannot explain the level and frequency of transactions on Lesley Conway's credit card account or the source of funds used to make credit card payments. Almost none of these payments came from Leslie Conway's current account. Most of the family members who were beneficiaries of foreign travel booked had very modest means or were children. They could not meet the cost of these luxuries from legitimate income.
333. This Court accepts Leslie Conway's explanation to Gardaí and in her affidavit that the €1,000 found in her car was gym fees and that she intended to use the money to pay an electricity bill for the gym. However, the evidence establishes that Ross Browning's business at the gym was established and capitalised using proceeds of crime and was not tax compliant.
334. Leslie Conway stated in her affidavit that she looked after day-to-day administration of the gym as a goodwill gesture to Ross Browning. What's-app messages show that she was manager of the gym under Ross Browning and had authority over others and responsibility for managing finances. Her affidavit does not directly address issues of whether she received remuneration and the form which that remuneration took. There is a serious disconnect between evidence which points to aspects of her lifestyle and her sources of legitimate income and lack of identifiable expenditure on life's necessities.
335. Lesley Conway explained in her affidavit that the money in the handbag was in fact her mother's money from savings and gifts. This explanation was not offered to Gardaí at the time when she took responsibility for the handbag and its contents and provided an explanation for the source of the cash which did not stand up to scrutiny.
336. This money was the subject matter of a Police Property Act application by Ellen Conway. Ellen Conway has not maintained a claim to this cash in these proceedings. She is a respondent in these proceedings, albeit for a different reason. This Court is not persuaded that Leslie Conway gave a false explanation for the €4,900 in the bag during the search in order to save her mother from distress.
337. Ian O'Heaire has deposed that there was an arrangement between William Conway and himself that he would not charge rent to William Conway's son who occupied Deanstown Road with DW in 2012 and that the €20,000 owed on the sale would be paid in this way.
338. He has also deposed that after he returned from Australia in 2017 he was living at both Deanstown Road and in his parents' house and that he had in mind to sell Deanstown Road to William Conway's son for €50,000 pay his drug and gambling and gambling debts. This €50,000 would come from a compensation award to William Conway's son. Ellen Conway's most recent affidavit also refers to this son as in receipt of a compensation award. This is his explanation for the content of the manuscript note found by Gardaí at his home address. Ian O'Heaire stated that he was advised that he would have a liability for the gift

tax. He would be secondarily accountable for payment of this tax in the event of a transfer which had an element of gift.

339. The date when any compensation award was received by the proposed purchaser is not disclosed in these affidavits. Copies of statements exhibited relating to the bank accounts of this son of William Conway do not cover periods after July and August of 2017. Such statements as are exhibited do not disclose receipt of €50,000. It is not possible to verify one way or the other whether an award of €50,000 was received on some date after the periods covered by these bank statements. Ian O’Heaire states also that he put Deanstown Road up for sale with an estate agent in 2019.
340. These explanations do not address the point that Ian O’Heaire has not been in receipt of any rent for a property which is supposedly his since the date when he took a transfer of it in 2012. This Court is asked to believe that he would take €50,000 for a property which he acquired for €100,000. The present value of Deanstown Road is represented to a large part by the renovations carried out by Ross Browning. This Court has concluded that the most which Ian O’Heaire could expect to get back out of the property was the money he put in.
341. This Court’s concludes that Julie Conway and her husband have not demonstrated that they put more than €60,000 or at very most €70,000 into the cost of refurbishing Chestnut Lodge. The evidence establishes as a matter of probability that the rest of the funds for these works came from Ross Browning. This Court is disposed to make an order under s.3(1) of the 1996 Act in relation to Chestnut Lodge and the land within the curtilage of that house and garden as currently delineated on the ground, subject to a requirement that upon any eventual sale of that part of the property at Naul a quarter of net proceeds are provided to Julie Conway and her husband. They did not contribute to site value.
342. If there is an issue of the valuation of that land as a proportion of the whole the matter can be re-entered to enable quantification of the appropriate amount. The evidence does not establish a basis on which there would be a serious risk of injustice by the making of an order under s.3(1) of the 1996 Act in relation to this property. It was obvious to Julie Conway and her husband that rebuilding of Chestnut Lodge was funded by Ross Browning and that this was this was not from legitimate means.
343. This Court is also disposed to make an order under s.3(1) of 1996 Act in relation to the rest of the land at Naul, subject to a lien in favour of the estate of William Conway over that land for the sum of €59,648, to be paid upon any sale of that property out of the proceeds of sale. This Court has no way of knowing whether Ross Browning made good on his promise to sort out his grandfather. This Court has in mind that this sum will not carry interest. The evidence does not establish any basis on which there would be a serious risk of injustice as a result of the making of an order under s.3(1) of the 1996 Act in relation to this property.

344. With reference to Ian O’Heaire, this Court is also disposed to make an order under s.3(1) of the 1996 Act in relation to Deanstown Road, subject to a lien for the sum of €103,037 in favour of Ian O’Heaire, to be paid on any sale of that property out of the proceeds of sale. This Court has in mind that this sum will not carry interest. This Court has no way of knowing whether Ross Browning ever sorted out Ian O’Heaire for providing this money. Ian O’Heaire is not like other relations of Ross Browning who were showered with largesse from irregular sources. The evidence does not establish any basis on which there would be a serious risk of injustice as a result of the making of an order under s.3(1) in relation to this property.
345. This Court is minded, with reluctance, to impose these exceptional provisions in order to ensure that there is no disproportionate enrichment of the State at the expense of some relations of Ross Browning who have lost out or will lose out because they facilitated Ross Browning’s activities relating to these properties. These relatives have involved themselves in highly culpable activities. They either facilitated money laundering or took benefits funded by organised crime of the most serious sort.
346. The provisions of the 1996 Act apply to property that is partly derived from proceeds of crime. It may occasionally be appropriate in proper exercise of discretion to make adjustments which recognise the effect of input of persons who are not innocent of wrongdoing into the value of assets which have been made the subject of an order under s.3(1) of the 1996 Act.
347. There will be orders under s.3(1) of the 1996 Act in relation to the remaining items found to be derived from proceeds of crime. The evidence does not establish any basis on which there would be a serious risk of injustice as a result of the making of an order under s.3(1) that some exceptional circumstance exists which should be taken into account in relation to any of these items.