



AN ARD-CHÚIRT  
THE HIGH COURT

**IN THE MATTER OF THE PROCEEDS OF CRIME ACTS 1996 – 2016**

**[2024] IEHC 212**

**[2019 No. 21 CAB]**

**BETWEEN:**

**CRIMINAL ASSETS BUREAU**

**APPLICANT**

**-AND-**

**DAVID WALDRON AND CHARLENE WALDRON**

**RESPONDENTS**

**JUDGMENT of The Hon. Mr. Justice Alexander Owens delivered on the 17th day of April 2024.**

1. These proceedings were commenced in July 2019. In June 2020 Charlene Waldron was added as a respondent.
2. Criminal Assets Bureau (the Bureau) seeks orders under s.3(1) of the Proceeds of Crime Act 1996 (the 1996 Act) relating to three houses. These are located in the River Forest Estate in Leixlip, County Kildare; on Ratoath Road in Cabra, Dublin 7; and in County Wexford.
3. David Waldron was born in 1976. Charlene Waldron was born in 1984. They married in June 2008. They have one child who was born in 2011.
4. In September 2001 David Waldron Bought a house at Glenties Park in Finglas, Dublin 11 ("Glenties Park") for £116,000. He borrowed £106,700 on a mortgage from Irish Permanent to help pay for this house. He represented that the rest of his money to purchase this house and pay legal fees came from his savings.
5. David Waldron paid €22,656 in monthly mortgage instalments on Glenties Park.

6. In March 2004, David Waldron sold Glenties Park for €200,000 and paid off his mortgage. He received €66,649 net proceeds from this sale.
7. He then bought a semi-detached house in the River Forest Estate in Leixlip ("Riverforest") for €257,000. He got a mortgage loan of €210,000 from Permanent TSB to help pay for this house. He funded the balance of the cost of Riverforest from proceeds of sale of Glenties Park. He extended and renovated Riverforest. He paid €50,799 in monthly mortgage instalments on this mortgage.
8. In December 2008 David Waldron bought a semi-detached house at Ratoath Road, Cabra, Dublin 7 ("Ratoath Road") for €330,000. He used Riverforest as equity. The value of Riverforest had increased to €400,000 as a result of house price inflation and his improvements to it.
9. David Waldron remortgaged Riverforest with First Active for €250,000. This money was used to pay off the Permanent TSB mortgage on Riverforest and fund the deposit for Ratoath Road, plus fees and expenses. The rest of the cost of Ratoath Road was funded by a mortgage loan of €303,600 from First Active.
10. After David Waldron bought Ratoath Road, he refurbished it and built an extension to the rear. He also developed a unit at the rear as a separate residence and leased it to tenants. Riverforest was also leased to tenants.
11. David Waldron and Charlene Waldron currently occupy a house ("Darview Heights") which is located on a site in a rural area near Gorey, County Wexford.
12. This site was bought in October 2014 for €40,000. The ostensible purchaser was David Byrne. He is the father of Charlene Waldron. He has no beneficial interest in Darview Heights. Darview Heights was constructed during late 2015 and 2016.
13. This site is on a hill and slopes down from the public road. Darview Heights is a large, detached house. It was designed to take advantage of views over the countryside. In horizontal plan it has a staggered "H" configuration, with further projections from the central section of that "H" which accommodate an entrance lobby at the front and a stairwell at the rear. It has a pitched roof of black tiles which resemble slates. All of the exterior walls are clad in cut stone, with cut granite quoins and sills.
14. The central section runs into a wing on each side. Each of these wings has gabled ends which are perpendicular to the roof configuration of the central section. One of these wings has a third gable which also serves as a gable for the central section. At

the front of the house an entrance lobby projects from the middle of the central section of the building and this is covered by a further gabled roof which projects from the main roof. At the gable end of the central section a further gabled projection is covered by a separate pitched roof which is tiled in the same material as the main roof.

15. The front of Darview Heights is orientated towards the road. From this approach it appears to be a single storey house with circular windows in the roof-space at the front gable of each wing.
16. At the rear, this house comprises three floors. The top floor is within the roof space. Large balconies have been constructed within the projecting roof space at each of the rear gable ends at this level. These balconies lead from bedrooms. On the middle floor, which corresponds with the level of front entrance to the house, there are two further balconies at each of the gable ends. These are directly underneath the balconies servicing the bedrooms. These middle floor balconies lead from reception rooms. On the ground floor, directly below each of these balconies, there are two floor-to-ceiling windows which appear to comprise a series of panels which can be opened by being slid to one side in good weather.
17. The projection from the central section of the house at the rear which encases the stairwell includes what appears to be a single sheet of plate glass. This sheet of glass is approximately two metres wide and four metres in height.
18. The Bureau claims that since 2000 David Waldron has been heavily involved in illegal supply and sale of controlled drugs and has had access to large sums of money generated by drug dealing. The Bureau claims that drug dealing has been the mainstay of his means and income.
19. The Bureau claims that the element of the cost of Glenties Park which was not loaned by Irish Permanent was paid for by David Waldron from proceeds of crime. The Bureau claims that David Waldron met his mortgage payments for Glenties Park through proceeds of crime.
20. The Bureau claims that David Waldron bought Riverforest using proceeds of sale from Glenties Park and that this element of funding was thus derived from proceeds of crime. The Bureau claims that David Waldron met mortgage payments to Permanent TSB for Riverforest using proceeds of crime.
21. The Bureau claims that the loans for Glenties Park, Riverforest and Ratoath Road were advanced as a result of fraudulent deceptions by David Waldron and that these

advances were therefore proceeds of crime. The Bureau claims that because these advances were used to buy Glenties Park, Riverforest and Ratoath Road, these properties became proceeds of crime.

22. The Bureau also claims that David Waldron used proceeds of crime to pay mortgage instalments to First Active and Ulster Bank for Riverforest and for Ratoath Road.
23. The Bureau claims that rent received by David Waldron and Charlene Waldron from letting Riverforest and Ratoath Road was derived from properties which are themselves proceeds of crime. These receipts were used to pay mortgage instalments on those properties.
24. The Bureau claims that improvements by David Waldron to Riverforest and Ratoath Road were funded from proceeds of crime and that value of his equity in these properties are attributable to these improvements was thus derived from proceeds of crime. The Bureau claims that because this equity in Riverforest was derived from proceeds of crime, the money borrowed on mortgage to pay the deposit on Ratoath Road and to pay stamp duty and legal fees, was thus derived from proceeds of crime.
25. The Bureau claims that the purchase of the site for Darview Heights was orchestrated by David Waldron and Charlene Waldron and paid for using laundered proceeds of David Waldron's drug dealing. The Bureau also claims that the cost of building Darview Heights was funded from proceeds of crime.
26. 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 criminal conduct." Section 1(1) specified 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."
27. Section 3(1)(a) of the 1996 Act applies to property specified in proceedings brought under that Act 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". Any arrangement to use proceeds of crime or property derived from proceeds of crime to pay for land or to pay off a mortgage on land or to carry out works which add to the value of land will involve "acquisition" of an "interest in property" which is caught by s.3(1)(a) of the

1996 Act. Equity in such property may be used in connection with acquisition of further property which, in turn, is within s.3(1)(a) of the 1996 Act.

28. As a first step in considering the evidence in this application, I evaluated material considered by the current Chief Bureau Officer who has tendered belief evidence under s.8 of the 1996 Act in relation to each of the three houses. I did not at this stage consider information set in affidavits of David Waldron and Charlene Waldron. These affidavits provide their response to the materials presented by the Bureau. I also disregarded the views of the Chief Bureau Officer on the reliability of their evidence.
29. The Chief Bureau Officer believes that each of these houses is under the control of David Waldron and Charlene Waldron and was acquired in whole, with or in connection with property that, directly or indirectly, constituted proceeds of crime.
30. I have assessed whether there are reasonable grounds for his belief that each of these properties comes within s.3(1)(a) of the 1996 Act. This exercise also involved an assessment of the weight which I have attached to each relevant belief in deciding whether the overall evidence tendered by the Bureau established, prima facie, that each of these properties was acquired with, or in connection with property that, directly or indirectly, constituted proceeds of crime.
31. These materials are sufficient to support as reasonable the Chief Bureau Officer's belief in relation to each of the properties claimed by the Bureau. The material which the Chief Bureau Officer relies on provides strong support for his belief in relation to each of these three properties.
32. The evidence tendered by the Bureau establishes a history of activities and circumstances of David Waldron and Charlene Waldron which demonstrates as a matter of probability that the wherewithal to buy, renovate, extend, construct and pay mortgages on each of the properties claimed by the Bureau was derived from David Waldron's criminal activities.
33. This evidence, including this belief evidence, establishes as a matter of probability that each of these properties was acquired in whole or in part, with or in connection with property that, directly or indirectly, constituted proceeds of crime.
34. I then considered the evidence tendered by David Waldron and Charlene Waldron. Evidence tendered on behalf of a respondent may refute a claim made by the Bureau and require revision of any provisional conclusion in favour of the bureau on a disputed issue. Such evidence may show that an assumption which underpin the

belief of the Chief Bureau Officer that an asset was acquired using proceeds of crime is not well-founded. Such evidence may have a neutral effect or may fail to adequately address material provided by the Bureau. Such evidence may also support evidence relied on by the Bureau.

35. The evidence provided by David Waldron and Charlene Waldron is not sufficient to displace my provisional conclusion based on the evidence tendered by the Bureau that Riverforest, Ratoath Road and Darview Heights were acquired with property that, directly or indirectly, constituted proceeds of crime.
36. The evidence tendered by the Bureau, and the materials which underpin the belief of the Chief Bureau Officer, relate to both the criminality of David Waldron and absence of any plausible non-criminal explanation for provenance of resources used to acquisition and for the development of these three houses and to finance payment of mortgage instalments.
37. My provisional conclusions are based on the following evidence and materials.
38. David Waldron has numerous criminal associates. These include his brother, Christopher Waldron and JF. JF has also supplied David Waldron with motor cars for use.
39. David Waldron was sentenced to terms of imprisonment on two occasions. His first term of imprisonment was imposed in 2000. This related to an offence of possession of controlled drugs for sale or supply.
40. Garda intelligence is that David Waldron and his Brother Christopher Waldron took over a leading role in sourcing and supplying controlled drugs in the Cabra area of Dublin after the murder of Eamon Dunne in April 2010.
41. In March 2015 David Waldron was convicted of violent disorder and sentenced to two years imprisonment. This related to a planned attack in a public house in Cabra on a man who had accused him of shooting a cousin in a different public house in Cabra.
42. David Waldron's deceased friend and associate Darren Kearns was also a relation of Charlene Waldron. Darren Kearns was shot dead in a gangland killing in the car park of a public house in Blackhorse Avenue in December 2015 while David Waldron was in prison. Garda intelligence is that Darren Kearns managed sale and supply of drugs for David Waldron and Christopher Waldron in the Cabra area of Dublin and that he was killed because of this.

43. Michael Kelly and David Douglas were also criminal associates of David Waldron. They were both involved in drug dealing. They were shot dead by other gangsters in 2011 and 2016. Daithí Douglas was also the victim of a shooting in November 2015. Garda intelligence is that he assisted Darren Kearns in distributing drugs in Cabra on behalf of the David Waldron and Christopher Waldron.
44. Gardaí believe David Waldron's former business associate Richard Keogh to have been involved in acquiring controlled drugs in Spain for sale or supply in Ireland. He was murdered in a gangland shooting outside Malaga in January 2009. He had survived an earlier attempt on his life in 2008.
45. David Waldron comes from Cabra. His social welfare records disclose that he received jobseeker's allowance shortly after his sixteenth birthday until May 1995, and then for a further period which ran from June 1995 until 29 February 2000. On 23 February 2000 he was sentenced to twelve months imprisonment. He resumed receipt of benefit in late November 2020, after his release from prison.
46. Revenue records disclose that David Waldron was employed for a period of 23 weeks in 2001. He received back to work allowance from July 2001 until August 2002. He received jobseeker's allowance between September 2002 and April 2003.
47. In July 2001 David Waldron decided to buy Glenties Park for €116,000. He paid a booking deposit of €4,000 to an auctioneer. This money came from an undisclosed source. He submitted a signed application form to Irish Permanent for a mortgage loan of £106,720 to buy Glenties Park. He claimed in this that he had been employed for four years as a carpenter by a business called "HRB" at an annual salary of £37,500, with guaranteed annual overtime of £1,500. He stated that he lived with his parents and had no dependents. He provided the number of his savings account at Bank of Ireland, Phibsborough. He stated that the balance of his money to buy Glenties Park came from savings.
48. A covering letter from his mortgage brokers enclosed a salary certificate, three payslips and an end of year P60 employer's certificate of annual pay and deductions. While copies of these documents are no longer available, the originals could not have been genuine.
49. This mortgage loan was sanctioned by Irish Permanent on 24 July 2001. The £106,700 was repayable over 30 years by monthly instalments, starting at £563 per month. Special conditions required that David Waldron provide bank statements covering a period of six months to the lender. Documents retrieved from the lender do not record whether these items were provided.

50. Full records relating to David Waldron's savings account with Bank of Ireland are not available. The records exhibited begin with statement number 7 which runs from 15 January 2002. It is most unlikely that David Waldron could provide genuine bank statements to show accumulated savings. He could not show regular receipt of wages because he had invented his employment history.
51. David Waldron gave his solicitors three bank drafts drawn on Bank of Ireland, Phibsborough to cover the balance of the purchase price and legal fees. Two of these were bought on 20 July 2001. These were for £2,000 and £1,100. The third was bought on 25 July 2001 and was for £4,500. Purchase of three bank drafts for differing amounts when one draft for £7,600 would have sufficed is inconsistent with accumulated savings.
52. £11,386 of the money used to buy Glenties Park came from undisclosed sources. David Waldron bought Glenties Park at a time when he had no legitimate source of income or other means which could account for this money. The only tenable prima facie inferences are that this money came from his activities as a drug dealer and that he intended to meet his mortgage commitments from proceeds of crime. He had no legitimate source of income which could enable him to meet monthly mortgage commitments to Irish Permanent of £563.
53. Copies of statements covering transactions between 6 June 2002 and 16 October 2002, and between 17 January 2003 and 27 May 2003, and between 11 November 2003 and 11 November 2004 are missing from the exhibit relating to David Waldron's savings account. However, such copies of statements relating to this bank account as are available show that monthly payments to Irish Permanent on the mortgage of Glenties Park and associated life assurance were met by direct debits from it.
54. The sources of credits to meet these payments during the periods up to 18 January 2003 comprised weekly social welfare payments and round sum cash lodgements. These lodgements were usually made in Phibsborough Branch of Bank of Ireland. This account was not used for day-to-day expenditure or discretionary spending.
55. As of May 2003 credits of weekly social welfare payments to David Waldron's savings account had stopped. This is consistent with his social welfare history which indicates that he stopped receiving payments of social welfare benefit in April 2003. He then increased monthly round sum cash lodgements to cover his mortgage and insurance policy commitments. This pattern continued until February 2004 when he opened his current account in Bank of Ireland, Phibsborough.



56. In 2003 David Waldron was living in Glenties Park with his then partner and her children. David Waldron is believed to be the father of these children. Correspondence in January 2003 shows that he agreed provisionally to sell Glenties Park for €188,000 at that time. This represented a €52,280 increase in value of this house since July 2001.
57. The evidence is insufficient to support a conclusion that David Waldron carried out any significant renovations to Glenties Park. All that is known is that while he owned this property an interior load bearing wall on the ground floor was removed. David Waldron and his partner did not have access to any sources of legitimate income or other means to meet monthly mortgage commitments for Glenties Park during this period.
58. David Waldron sold Glenties Park for €200,000 in March 2004. This price represented a gain of €64,280 in the value of this property since July 2001.
59. The balance owed on the Irish Permanent mortgage was reduced from €135,581 to €129,852 by the time that it was paid off out of proceeds of sale of Glenties Park. When this sale closed David Waldron got €71,148, less costs of sale.
60. By November 2003 David Waldron had decided to buy Riverforest. He submitted a signed application to Permanent TSB for a mortgage loan of €210,000 to help him buy Riverforest for €257,000.
61. David Waldron represented to Permanent TSB that he had a history of employment for four years as a senior carpenter with "HRB Building Services." He claimed he was being paid an annual gross salary of €48,000 plus overtime of €7,246 and bonus of €1,000. He stated that his net approximate monthly income was €3,250. He gave his family home in Cabra as his current address. He stated that he was living with his parents and had no dependants. He stated that he intended to fund the balance of the cost of Riverforest from proceeds of sale of Glenties Park.
62. A copy of a photograph of Riverforest accompanied his loan application. It shows an end of terrace house with potential for extension at the side. A report prepared in December 2003 valued Riverforest at €257,000. This report discloses that at that time Riverforest was a two-storey house with a living room, a kitchen, a bathroom and 3 bedrooms.
63. In early December 2003 Permanent TSB sanctioned a loan facility to enable David Waldron to buy Riverforest. This was subject to a requirement that his employer's accountant provide confirmation of basic wage and guaranteed overtime. The

mortgage brokers responded with a letter stating that a salary certificate, completed by the company accountant, had already been submitted with the mortgage application. Their letter requested confirmation that this would suffice. The lender agreed to this. No copy of this salary certificate is available in the documents retrieved by the Bureau which relate to this loan.

64. Revenue records disclose that during part of 2003 David Waldron was employed as a security man and that his gross earnings from this job that year were €3,040. He was not employed by "HRB Building Services."
65. The only credible provisional conclusion which can be drawn is that David Waldron was unable to demonstrate that he had legitimate employment income to fund monthly mortgage payments of €942 and that he hoodwinked Permanent TSB into agreeing to advance the mortgage which was used to buy Riverforest by creating a false employment history. He intended to fund monthly payments of this mortgage loan from proceeds of crime.
66. Revenue records also disclose that David Waldron continued to be employed as a security man during 2004 and for most of 2005. His gross income from this employment for 2004 was €21,960. His gross income from this employment for 2005 was €29,250. His net PAYE income for 2004 was €19,129. His net PAYE income for 2005 was €24,458.
67. Monthly payments to Permanent TSB to meet the Riverforest Mortgage were debited to David Waldron's current account from June 2004. Initially, the money to meet these payments were transferred from his deposit account. Subsequently, these payments were funded by monthly round sum lodgements of €1,000 to his current account.
68. The pattern of lodgements changed from the beginning of 2005. Initially lodgements comprised credit transfers and in-branch lodgements of €510 odd per week or €1,021 odd per fortnight. Sums of €510 and €1,020 were lodged in-branch to his current account at irregular intervals until July 2006. Three larger lodgements which totalled €13,700 were also made to this account during that period. One of these lodgements represented a refund of €8,495 to David Waldron from his solicitors which related to surplus funds held after the purchase of Riverforest.
69. Lodgements of €510 continued to be credited to this account after David Waldron ceased to be recorded in Revenue records as employed as a security man. This employment ceased in July 2005. These payments of €510 continued into 2006. A reversed entry on 6 February 2006 which related to a bounced payment of €510

suggests that he may have been in receipt of rent during that period. Whatever be the position, he had no legitimate means after his employment ended which could account for these receipts.

70. During 2005 and 2006 identifiable legitimate income available to David Waldron and his partner was insufficient to meet his mortgage commitments. David Waldron's disclosed earnings from his employment were not sufficient to enable him to service his mortgage. His current account was used to receive and hold funds for payment of monthly direct debits for mortgage instalments and associated life insurance. It was not used for day-to-day expenditure and most of the transactions recorded are not consistent with lodgement of salary or other legitimate receipts.
71. David Waldron began a relationship with Charlene Waldron at some stage prior to 2008.
72. David Waldron registered with Revenue for Schedule D income tax from August 2006. His revenue returns show income generated from leasing property from 2008 and receipts which he attributed to self-employment in 2006 and 2007. His PAYE records show that he received 8 weeks' salary from BRD Motors Limited in 2006 and continued to be employed by this entity during 2007 and for 21 weeks during 2008. His annual net recorded wages on PAYE/PRSI returns for BRD Motors Limited during each of these three calendar years were €13,500, €39,170 and €15,902.
73. BRD Motors Limited was incorporated in November 2005 and dissolved in April 2010. David Waldron and Richard Keogh were directors and shareholders.
74. BRD Motors Limited had no overdraft or bank loan facilities. It opened a current account at the Cabra Road branch of AIB Bank in February 2006. This bank account ceased to be active in June 2008.
75. David Waldron did not have legitimate means to establish or run a trade in motor vehicles during 2006 or to introduce capital into BRD Motors Limited. Any funds used to establish this business or provide stock and working capital came from undisclosed sources. Prima facie, the only likely source of funds available to him to establish this business and to engage in business activities during 2006 and 2007 was proceeds of crime.
76. BRD Motors Ltd operated as a motor dealer from rented premises in Prussia Street, Dublin 7. A plan provided by the landlord's manager shows that these premises fronted onto the street and comprised some buildings overlooking onto the street and a large yard. A building was located within this yard. Returns by BRD Motors

Limited to Revenue show that it made rent payments for Prussia Street of €31,271 in 2006 and €9,100 in 2008.

77. The landlord's representative told the Bureau investigators that these premises were let to David Waldron and another individual at a rent of €4,550 per month in April 2007 as successors to a previous tenant. At that time BRD Motors Limited was already in occupation, presumably as a subtenant.
78. The monthly rent for Prussia Street was paid by direct debit from David Waldron's current account from 4 June 2008. BRD Motors Limited ceased to trade around that time. There is no evidence that David Waldron or BRD Motors Limited had legitimate means to pay rent for these premises in the period between April 2007 and June 2008 or in the earlier period.
79. An analysis conducted by a Bureau witness of bank statements for BRD Motors Limited for 2006, 2007 and 2008 disclosed a very small opening balance in its account at the beginning of trading and lodgements of €404,902, €865,623 and €158,318 during these years. These figures did not accord with information provided by that company in corporation tax returns. These returns showed turnover of €31,325, €869,917 and €100,964 for 2006, 2007 and 2008. They also showed "other income" of €29,990 and €57,305 in 2007 and 2008. They gave no figures for rent paid during these periods. Purchases by the company were recorded as "nil" for 2006. Salaries and wages were recorded as zero for 2006 and as €107,152 and €48,829 for 2007 and 2008.
80. David Waldron made monthly mortgage repayments totalling €50,799 to Permanent TSB for Riverforest between 2004 and 2008. Most of these payments were met out of his Bank of Ireland current account. Two of these payments came from the current account of BRD Motors Limited. The ultimate source of funding to make these payments cannot be traced to any legitimate source.
81. An accountant on behalf of the Bureau analysed the operation of David Waldron's current account up to the end of 2016 and has concluded that nearly all lodgements were cash.
82. Nearly all of the lodgements to David Waldron's current account between June 2008 and the January 2017 were round sums. This is consistent with lodgement of cash. Most of these lodgements were made using numbered slips from lodgement books issued by his bank.

83. In 2008 David Waldron decided to buy Ratoath Road for €330,000. On 24 June 2008, his brother, Christopher Waldron, provided a cheque for €6,000 drawn on his bank account for the booking deposit on Ratoath Road.
84. David Waldron's disclosed income for 2008 came from two sources. The first source was BRD Motors Ltd which was capitalised by proceeds of crime. This company had stopped trading by June 2008. The second source was rent from premises at Prussia Street. Charlene Waldron had PAYE earnings of €9,922 during 2008.
85. David Waldron proposed to use his equity in Riverforest as collateral for a mortgage loan to buy Ratoath Road. He sought mortgage finance from First Active which was then a subsidiary of Ulster Bank. He submitted his application in mid-June 2008. He wanted to mortgage Ratoath Road for €303,600 and to re-mortgage Riverforest for €250,000. He described himself to First Active as single, not cohabiting and having no dependants. He proposed to rent Riverforest for €1,500 per month. He also proposed to use a surplus from the mortgage loans for home improvements.
86. David Waldron's mortgage application to First Active was accompanied by a salary certificate from BRD Motors Limited. Richard Keogh signed this. It represented that David Waldron was employed by BRD Motors Limited as a manager since March 2005 at a basic guaranteed annual salary of €80,000, with an average annual bonus of €3,000. This was supported by a copy of a P60 dated 14 January 2008 showing his gross earnings for the 52 weeks of 2007 as €80,000 and that net tax of €22,600 was deducted during this period along with €3,288 employee's PRSI.
87. David Waldron also provided copies of two pages which purported to come from statement number 18 relating to his Bank of Ireland current account covering the period from 17 March 2008 to 8 June 2008. He provided copies of wage slips which purported to show a gross weekly wage from BRD Motors Ltd of €1,538 and a net weekly wage of €1,056. These were in line with weekly credits to the current account shown in his bank statements.
88. These representations were fraudulent. David Waldron omitted to refer to Charlene Waldron who he was about to marry, or to his previous partner and her children. The genuine statement number 18 relating to David Waldron's Bank of Ireland current account was issued on 13 May 2008 and not on 11 June 2008. The document provided to First Active was a forgery. The credits which it purported to record for salary were fictitious. The document from BRD Motors Limited which purported to certify David Waldron's salary was fraudulent. The P60 was a forgery. The copy wage slips did not record genuine transactions.

89. The purpose of these deceptions was to mislead First Active into thinking that David Waldron had sufficient legitimate earnings to service mortgages which required monthly payments totalling €2,640. David Waldron had no such income.
90. In September 2008 refinancing of Riverforest was completed. David Waldron drew down the mortgage loan of €250,000 from First Active on the security of Riverforest. This loan was repayable over 25 years, with interest only for the first 6 years. Most of this advance was used to redeem the Permanent TSB mortgage of Riverforest.
91. This remortgage generated a net €55,831. €33,000 of this was put towards the price of Ratoath Road. First Active advanced a further €303,600, repayable over 35 years, on the security of Ratoath Road. This was used to pay the balance of the purchase price of Ratoath Road. David Waldron was left with surplus funds after paying stamp duty legal fees. On 1 December 2008, his solicitors remitted €17,125 to him. His bank account does not show any evidence of repayment of the €6,000 which he got from Christopher Waldron.
92. Documents retrieved by the Bureau which relate to the First Active mortgage loans include a valuation report for Riverforest which issued in July 2008. Riverforest was valued at €400,000 and assessed as capable of commanding a monthly rent of €1,400. A photograph accompanied this valuation. This photograph shows that Riverforest had been enlarged by the addition of a two-storey extension. This increased its floor area by about one third. The number of bedrooms increased from 3 to 5. The number of bathrooms increased from 1 to 3. The number of living rooms increased from 1 to 2. This house now had a utility room.
93. Riverforest was photographed during a search carried out by Bureau officers in 2017. These photographs show the extension to the side of this house. They also show that the interior was completely renovated and partially rewired and that a new heating boiler was installed. Doors and floors were replaced. A modern kitchen was installed. New bathrooms and shower rooms were installed. The roof space was converted for domestic use and windows were installed in the roof to let in light.
94. These photographs were subsequently submitted to a surveyor for expert evaluation. This surveyor did not have access to this house. His estimate of the cost of these works is based on the photographs. He concluded that the cost of the works shown in the photographs was nearly €250,000 plus VAT.
95. Even assuming that David Waldron engaged direct labour and contractors and allied trades prepared to work for cash, the cost of these works was significant and likely to have been in the range of €150,000. None of this expenditure is reflected in

transactions recorded in David Waldron's bank statements in the period between 2004 and 2008.

96. David Waldron and his partners did not have legitimate means or sources of income to fund these improvements to Riverforest during that period. The money used to fund these improvements came from undisclosed sources. Prima facie, the only credible explanation is that David Waldron's proceeds of crime were used to pay for this work.
97. Information from records held by David Waldron's landlord establishes that as of the latter part of 2009 he had sublet parts of Prussia Street to a second-hand car dealer called DK, a firm of motor repairers and a firm of engineers who used the yard as a car park. He told his landlord at that time that he was getting €1,000 per month from the repairers, £2,000 from the engineers and €1,200 per month from DK. A shop unit on the premises was vacant.
98. DK told Gardaí that he bought the "BRD" business from David Waldron for €20,000. In April 2009, DK was trading as "BRD Motors" from part of the Prussia Street premises and paying a monthly rent of €2,800 to David Waldron. A car valeting business was being operated from this premises by a sub-tenant of DK. Official records indicate that this iteration of "BRD Motors" ceased business in September 2010.
99. David Waldron's tax returns disclose no PAYE income in the interval between 2008 when BRD Motors Limited stopped trading and 2014 when GB employed him for 25 weeks. Revenue records for 2015 show that GB employed David Waldron for 11 weeks in 2015. Charlene Waldron had no significant PAYE income between 2009 and 2017.
100. Their principal disclosed source of income during this period was rental income. This rental income was derived from three properties. These were Riverforest, a building adapted for residential occupation in the back garden of Ratoath Road, and Prussia Street. Their tax returns for these years give details of receipt and expenses relating to their rented property between 2008 and 2017. David Waldron's tax returns for each of those years gave his taxable income on rent receipts. These amounts were €44,654, €31,454, €24,500, €25,581, €32,504, €33,413, €41,188, €31,900, €28,294 and €38,963.
101. An accountant for the Bureau calculated that lodgements to accounts of David Waldron and Charlene Waldron between 2001 and 2016 were €851,223 in excess of their net recorded income and social welfare receipts. This calculation did not include

lodgements to Charlene Waldron's current account at Phibsborough branch of Bank of Ireland.

102. I do not accept the evidence of this witness that €81,868 of rent returned to Revenue as received was lodged to bank accounts. This figure relates to lodgements specifically identified as rent in the narrative in bank statements. In my view it is likely that most of the lodgements to David Waldron's current account during the period between 2009 and 2016 related to rent from Riverforest, the unit at the back of Ratoath Road and premises at Prussia Street.
103. Some credits to David Waldron's current account during 2011 refer to the engineers. These are consistent with receipt of rent of €1,800 per month. Later in 2011 monthly receipts from this source dropped to €1,000. Credits of €750 on 30 October 2008, 5 January 2009 and 2 February 2009 are described as "BRD Motors." Other lodgements of €750 were credited to this bank account on 1 July 2008, 31 July 2008, 1 October 2008 and 28 November 2008. Some of these are described as "David Waldron." These records suggest that David Waldron received weekly rental income of €750 from DK after BRD Motors Limited stopped trading.
104. It is not clear whether the €20,000 which David Waldron received from DK for "BRD Motors" was lodged to his current account. A lodgement of €19,000 in February 2009 may relate to this. An accountant for the Bureau refers to this sale having taken place in June 2019 and that the payment was made by bank draft. This relies on information provided by DK to a Garda during a separate investigation.
105. Monthly instalments due on First Active mortgages on Riverforest and Ratoath Road were debited to David Waldron's Bank of Ireland current account from 29 September 2008. The main debits to this bank account in the period up to July 2012 consisted of First Active mortgage payments, life insurance payments, quarterly gas bills and a total of up to €177,000 for rent on Prussia Street. Some of these rent payments were made by direct debit. Others were made using bank drafts or were funded by cash withdrawals from that bank account.
106. Further sums were credited by the landlord as rent received for Prussia Street during this period which I have been unable to trace to David Waldron's current account. These payments totalled €23,050.
107. The average annual cost of mortgage payments for Riverforest and Ratoath Road between 2009 and 2012 was over €26,000. Apart from occasional ATM cash withdrawals, David Waldron's current account was not used to meet day-to-day living expenses or to fund discretionary spending during this period.



108. Charlene Waldron opened a current account at the Cabra Road branch of AIB Bank in January 2009. She gave Ratoath Road as her correspondence address. This current account was mostly funded by lodgements of round sums ranging from €50 to €500 until 2015. Three larger lodgements of €3,800, €5,000 and €1,000 which were credited to this account in 2010, 2012 and 2014.
109. Charlene Waldron opened a current account in Phibsborough branch of Bank of Ireland in 2011. This account was used intermittently until 2019. During this period it held small balances. The most significant transaction took place in 2013. Two lodgements of €1,000 and €550 were followed by a debit of over €1,000 to pay for flights.
110. From 2019 this current account was used more regularly and was credited with a number of round sum lodgements. These are consistent with cash receipts. Some of the lodgements in 2020 relate to rent. During this period, this account was used intermittently to pay expenses of daily living such as dry cleaning, motor tax, petrol and shopping. This account was not used to pay mortgage instalments or for the cost of material for works to Riverforest, Ratoath Road or Darview Heights.
111. In August 2012 David Waldron paid €27,000 cash for a new mobile home which was pitched in a caravan park in County Wexford. In February 2017 Charlene Waldron paid the park operator €5,000 in cash to permit her mother to take over this pitch. The source of funding for these payments cannot be traced to any legitimate means or income of David Waldron or Charlene Waldron.
112. David Waldron's landlord served him with a notice to quit Prussia Street in July 2012. The landlord's statement of account records that David Waldron or BRD Motors Limited paid a total of €292,589 in rent for Prussia Street and that he left an outstanding bill of €34,239 for unpaid rent. An amount for rent due by David Waldron was charged out as a debit to this account up to November 2012. This statement records a receipt for €10,000 18 August 2012 which was subsequently reversed. Entries for three further payments totalling €18,350 recorded as received on 30 October 2012 were also reversed. A further credit of €4,550 was also reversed. This record suggests that David Waldron's tenancy ceased at that time and that David Waldron left Prussia Street owing rent.
113. David Waldron retained a garage and yard in Prussia Street. In May 2016 David Waldron and Charlene Waldron disclosed to Ulster Bank that they were receiving rent from "husband's garage" and that they were paying €1,350 per month in rent for this property. Lodgements of €400 and €2,100 to Charlene Waldron's current account on 22 December 2015 were recorded as "Rent Prussia Street Garage." Lodgements of €2,250 to her current account in January, February, March, April,

May, June and July 2016 were recorded as "rent yard." These lodgements were made by ATM at AIB Bank in Cabra.

114. In 2011 and 2012 David Waldron and Charlene Waldron used a BMW X5 07MH registered to "Prussia Pit Stop" at his Prussia Street address. In 2017 and 2018 they were driving Audi, BMW and Toyota cars and a Ford Transit van registered to persons who operated from their Prussia Street premises. In 2013 David Waldron claimed to be owner of a VW Golf car registered as owned by one of these motor dealers. In 2020 registration of ownership of the BMW which they were using in 2018 was transferred into the name of Charlene Waldron. The evidence shows that David Waldron and Charlene Waldron were given the use of numerous motor vehicles by shady associates over the years.
115. David Waldron ceased to use his current account to make rental payments for Prussia Street in 2012. The amount lodged to this account in 2010 was €96,804. The amount lodged in 2011 was €81,010. The amount lodged in 2012 fell to €49,159.
116. The previous owner of Ratoath Road obtained planning permission for a single storey building described as a "garden shed/ playroom." This was located at the rear of the back garden. This planning permission prohibited the use of this structure as a separate dwelling. David Waldron converted this into a separate dwelling and rented it to tenants. In 2013 he applied for planning permission to retain this unit as a separate dwelling.
117. David Waldron also added onto an existing ground floor extension at the back of the main house. He extended the first floor and roof over this and installed a balcony which is accessed from a new ensuite bedroom.
118. A Garda took photographs of Ratoath Road during a search operation in November 2017. An aerial view shows that the main house was reroofed. Windows were installed in the roof-space over the rear extension above first floor level. The interiors of both the main house and the unit in the back garden were completely renovated, replumbed and rewired. New heating systems were installed. The floors, doors and windows of the main house and the unit at the rear were replaced and the bathrooms and kitchens are all new. All of the windows in the main house are double or triple glazed. A special steel burglar-proof front door was fitted. The main house has an alarm system.
119. The new fitted kitchen in the main house has polished stone work-tops and an island also with a polished stone work-top. The kitchen appliances appear to be high-spec. Doors lead from this kitchen to a comfortable living room with a pitched roof. This

room has roof windows and a large window and glass doors which face towards the rear garden.

120. These works were architect-designed. They were executed by skilled builders and other trades. The Garda photographs show high standards of finish and decoration.
121. A surveyor engaged by the Bureau has estimated that the overall build cost of these works was over €470,000. This excludes VAT and professional fees. Assuming use of builders and other tradespeople prepared to work for cash, it is difficult to see that these improvements to Ratoath Road could have cost less than €250,000.
122. This surveyor has assumed that this work was carried out after a planning application was approved by an Bord Pleanála in September 2012. The work to the back of the main house, as constructed, appears to comply with a planning condition which required that the depth of the extension be reduced.
123. Copies of statements relating to the bank accounts of David Waldron and Charlene Waldron for the period between 2008 and 2016 do not show any withdrawals which could be attributed to payment for work on Ratoath Road. Their wherewithal to fund these improvements came from undisclosed sources. The funding for this work on Ratoath Road cannot be related to any legitimate means or source of income of David Waldron or Charlene Waldron.
124. Furthermore, David and Charlene Waldron only used their bank accounts to discharge normal day to day expenditure on a sporadic and intermittent basis during this period. Debits mostly consisted of cash or related to payment obligations of the type which require to be settled by direct debit from a bank account.
125. Receipts and disbursements recorded in statements relating to these bank accounts are inconsistent with other evidence of their lifestyle during this period. They made numerous trips to the USA and other faraway destinations between 2008 and January 2015. These were funded from sources other than rental income or their recorded earnings from any employment.
126. From November 2012 to February 2014 outgoings on David Waldron's current account were, for the most part, funded by lodgements of €3,200 each month. These lodgements increased to €3,350 per month in March 2013. In October 2014, these lodgements increased to €3,400 per month. The other credits during this period consisted of a number of lodgements of amounts €500, €550 and €1,000. This pattern is consistent with receipt of rental income.

127. These lodgements continued until March 2015. They were used to fund payments from that account to meet monthly mortgage payments to Ulster Bank for Riverforest and Ratoath Road.
128. The site for Darview Heights was for sale in 2014. This plot had the benefit of a 2009 planning permission for a house. The life of this permission had been extended. The seller's agent was approached by Charlene Waldron's grand-uncle, James Bellamy. He agreed to buy the site for €40,000. He advised the vendor's agent of the identity of his solicitors and they passed this information to the vendor's solicitors. Charlene Waldron's father, David Byrne, told a Bureau investigator that Darren Kearns found this site for her.
129. On 23 July 2014 somebody paid the seller's agent a booking deposit of €3,000, using an ATM at the Cabra branch of AIB Bank.
130. James Bellamy subsequently told his solicitors that the deal would proceed in the name of David Byrne and supplied him with an address for David Byrne in South County Dublin. The draft contract was amended to reflect this change and gave a different address for David Byrne.
131. This contract provided for payment of a deposit of €4,000 to the vendor's solicitors. This was funded using a bank draft for €4,000 which was issued by Permanent TSB Grafton Street, Dublin 2 on 3 October 2014. This draft was bought that day by CS; a man of no means with a history of two minor criminal convictions for fraud and forgery. He paid for it with €4,000 in cash which was lodged to his Permanent TSB account at the same time. This bank draft was forwarded to the vendor's solicitors along with the contract, executed by David Byrne.
132. On the same day David Byrne delivered a three further bank drafts to his solicitors. These made up the balance of the purchase price. David Byrne did not pay for any of these drafts.
133. The first bank draft was for €15,000. This was bought on 1 October 2014 at Bank of Ireland, Ballyfermot. It was drawn in favour of the solicitors acting for David Byrne. This transaction was funded by a cash lodgement of €15,000 to the account of the buyer on the same date.
134. The second bank draft was for €12,000. It was bought on 1 October 2014 at AIB Bank, Clondalkin. This was bought by a co-worker with AS, who is the brother of CS. It was drawn in favour of the solicitors for David Byrne. This was funded by a cash lodgement on 1 October 2014. This lodgement was credited to the current account

of the buyer of the draft at AIB Bank, St Brigid's Road, Artane, using a pre-printed lodgement/bank giro slip.

135. The third bank draft was for €9,000. It was bought on 3 October 2014 at AIB Bank, Santry. AS bought it. It was drawn in favour of the solicitors acting for David Byrne. This was funded by three cash lodgements on 3 October 2014 which were credited to the current account of AS at AIB Bank, Naas Road. The first of these was a lodgement of €2,000. This was made at an ATM at AIB Bank O'Connell Street. The second was a lodgement of €5,000. This was made at an ATM at AIB Bank, Santry. The same bank card was used to make both of these lodgements. The third was a lodgement of €2,000 which was made via An Post.
136. The vendor of the site also ended up with the benefit of the €3,000 which had been paid to the selling agents as a booking deposit. The selling agents took their fee out of this money.
137. Bureau officers interviewed David Byrne about this transaction. He gave a false explanation for the source of the money. He claimed that it came from €80,000 which he inherited after his mother died in 2009 and that he had got cash out and gave it to Charlene Waldron to pay for the site. He also said she asked him to put the site into his name and that he thought she did this because of David Waldron.
138. David Byrne's bank accounts disclose that he received four cheques from the solicitors for his mother's estate. These cheques were issued between 5 April 2012 and 11 April 2012. Three of these cheques were for €20,000 each and the fourth was for €19,386. These cheques were lodged to his bank accounts and his Post Office account. None of this money was used to buy the bank drafts used to pay for the site for Darview Heights. The copy statements relating to these accounts show that most of this money was spend within a year. A balance of €5,568 odd which remained unspent in his AIB current account in 2014. This was not used to buy the Darview Heights site. The evidence does not disclose whether or when €6,988 which stood to the credit of David Byrne's account with Ulster Bank on 26 February 2013 was spent. The copy bank statements exhibited for this account do not cover transactions or account balances after that date.
139. AS contacted an architect in Gorey, County Wexford with a view to obtaining planning permission on the site in June 2014. He represented that he and David Byrne had bought it in partnership. On the instructions of AS, this architect drew up plans for the construction of a house on the site. On 2 March 2015 he submitted an application for planning permission on behalf of David Byrne. Permission was sought for a split level two storey dwelling, comprising a single storey building at front entrance level and a lower floor at the rear. It provided for two balconies at first floor

level at the rear. The proposed development also included a garage which was separate from the house.

140. David Byrne represented to the planning authority that he was resident in and native to the locality. This pretence was necessary because of planning restrictions. Planning permission was granted for this development in May 2015.
141. On 27 March 2015 David Waldron received a two-year sentence of imprisonment. His current account continued to operate while he was in prison. After June 2015, amounts and frequency of lodgements to this account reduced. He began to miss monthly mortgage payments to Ulster Bank for Riverforest and Ratoath Road. Over the following year some direct debits for these payments were bounced because of lack of funds.
142. Charlene Waldron received negligible PAYE income between 2009 and 2017. She opted to be separately assessed from David Waldron for 2015 and returned income of €10,950 and €6,207 as trading income for 2015 for businesses called "Eye Candy" and "Candy Crush". She also returned €10,800 as income from letting premises.
143. "Eye Candy Hair and Beauty" and "Charlene's Candy Crush" were sole trader businesses. Charlene Waldron registered Eye Candy Hair and Beauty as a business name in February 2010 and again in September 2015. She also registered Charlene's Candy Crush as a business name in September 2015.
144. Charlene Waldron opened a current account for Eye Candy in May 2010 with a lodgement of €10,000 which cannot be sourced to any other account held by either herself or David Waldron at that time. This money was used to buy a bank draft for €10,000. This account became dormant in June 2011. A tax return of €15,927 gross income was made for this business in 2010. Total credits to the Eye Candy current account during that year were €16,728 odd. No separate current account was opened for Charlene's Candy Crush.
145. From August 2015 Charlene Waldron's current account was credited with amounts attributed to "Eye Candy," "Candy Crush" and "Dermalogica." These credits continued intermittently through 2015 and 2016. These credits were mostly round sums. This is consistent with cash receipts. Charlene Waldron's current account did not have a merchant facility to allow her to receive bank card or credit card payments for services.
146. On 30 October 2014 Charlene Waldron and her uncle, Philip Kearns, registered the business name "Elegant Send Off". Philip Kearns is the father of the late Darren

Kearns. This business was described in the paperwork relating to this registration as "funeral arrangements." These arrangements involved supply of machines to lower caskets and coffins into graves at interment ceremonies. This equipment originated in China. A debit of €6,742 from David Waldron's current account on 14 October 2014 relates to its purchase.

147. In the course of a search of Darview Heights on 8 November 2017 Bureau officers seized a brochure for Elegant Send Off. A Bureau officer asked Charlene Waldron about this business. She stated that it had never really traded when she was involved and that her uncle Philip had taken it over and had an interest in it.
148. A man with a Dublin accent initially identified himself as James Mooney to the architect who submitted the planning application for Darview Heights. This man later claimed that he was David Byrne. He requested a set of drawings for the project at Darview Heights. AS paid this architect €2,500 in cash for these plans in June 2015. This architect also met a woman who identified herself as Charlene. She wanted alterations to the design of the back of the house. She also wanted stables at the back of the house and landscaping.
149. An email trail reveals that this architect was in contact with an email address relating to "James Mooney" in July 2015 with a view to getting quotations from builders for construction to ground floor level. The accompanying "lower floor" and "upper floor" plans showed that the house would have three floors, including an upper floor with balconies and large dormer bedrooms in the roof space. This was a variation from the plans submitted for planning permission which envisaged a split-level house with two floors. This architect did not supervise construction of Darview Heights.
150. The builders engaged by Charlene Waldron submitted these revised plans for Darview Heights to a quantity surveyor. On 20 August 2013, this quantity surveyor priced the build at €519,485. This was for the whole house and not just to ground floor level. This price included a sum of €40,500 for preliminaries and insurances. This excluded both VAT and cost of floor and wall coverings. This price was for a builder's finish. A PC sum of €48,000 was included to cover cost of kitchen, fireplace, etc.
151. This quantity surveyor stated to Bureau investigators that a typical cost of this type of construction was in the order of €150 to €160 per square foot. Darview Heights could not be built for €192,000. That price would work out at €44 to €45 per square foot.

152. On 23 September 2015, the builders served a commencement notice on Wexford County Council. This stated that construction work on Darview Heights would start on 8 October 2015. A schedule of payments prepared by the builders states that the first payment of €33,000 was received on 9 October 2015. Charlene Waldron withdrew this sum from her current account that day. On 7 October 2015 €67,500 was credited to her current account. A notation on the bank statement indicates that "James Bellamy" provided these funds. This money came from a bank account in the United Kingdom.
153. Bureau Officers searched the offices of accountants for David Waldron and Charlene Waldron and a firm of solicitors in Dublin. They located undated photocopies of a contract for the sale of the assets and goodwill of Elegant Send Off to David Bellamy's English-registered company, Nirvana Gift Stores Limited for €200,000. These photocopies showed that Philip Kearns, Charlene Waldron and David Bellamy signed the original.
154. These documents also included a list which set out the value or cost of assets of Elegant Send off and expenditure incurred in setting it up. This list included the casket lowering machines paid for by David Waldron in October 2014. These items were stated to have cost €6,685. The bank accounts of David Waldron and Charlene Waldron do not disclose any other expenditure associated with Elegant Send Off or which can be matched to any item in this list.
155. Other assets on the list include drapes, curtains, a table and chairs, a VW van valued at €8,000 and a Nissan van valued at €5,000. The total of the value of assets of this business and costs of setting it up was claimed to be €33,846.85.
156. A solicitor's attendance note dated 25 November 2015 recorded instructions from Charlene Waldron that Elegant Send Off had been in business for a number of years and that she had supplied all the set-up costs. She said she ran this business from the house of Philip Kearns and that he had contacts with funeral directors. She indicated that she had already received payment of €100,000 on the deal.
157. The contract relating to the sale of Elegant Send Off envisaged that the €200,000 be paid by 8 September 2015. The signatures of Philip Kearns and Charlene Waldron to this document were witnessed by a solicitor from Tullamore. Charlene Waldron told her Dublin solicitor that this solicitor acted for Philip Kearns. Her solicitor also represented the builders engaged by her to build Darview Heights.
158. Charlene Waldron had already received sums totalling €147,500 from English bank accounts of James Bellamy and Nirvana Gift Stores Limited when she attended her



solicitor on 25 November 2015. She received further payments totalling €53,500 into her current account from Nirvana Gift Stores Limited in November and December 2015. The total value received by her from these sources was €201,000. This was €1,000 more than the price stipulated in the contract.

159. Philip Kearns received nothing from the Elegant Send Off deal. Charlene Waldron used most of the money which she received to pay the builders on site at Darview Heights. These contractors were paid at a rate of €33,000 a month. Payments between 7 October 2015 and 11 January 2016 totalled €165,000. Charlene Waldron used the rest of the €201,000 on of daily expenditure and to pay €11,577 tax and an invoice for €1,200 issued by "Stone and Tile."
160. There is no evidence that Elegant Send Off generated income in the period between October 2014 and October 2015 which could justify a value of €200,000. Charlene Waldron's claim to her solicitor that Elegant Send Off been trading for a number of years was a pretence. The documents provided to accountants and the solicitor did not include any information on bank accounts, turnover, customer lists, debtors, creditors or deposits paid. Elegant Send Off made no tax return. Charlene Waldron did not open or operate any bank account on behalf of this business.
161. Charlene Waldron's accountants were advised that the sale of Elegant Send Off took place on 10 January 2016 and filed a capital gains tax return for her based on this information. The CGT payable was €54,411. This tax was paid from Charlene Waldron's current account on 25 April 2016.
162. This payment was funded by a number of lodgements earlier that month. The first of these was a lodgement of €60,000 on 7 April 2016. This included a cheque in her favour for €40,000 drawn by a credit union. These funds came her maternal grandfather's credit union account. This held a lump sum which he received on his retirement. He told Bureau investigators that he lent this money to Charlene Waldron. The affidavits and exhibits do not explain the source of the remaining €20,000 which made up this lodgement. The second lodgement was made using an ATM at Cabra branch of AIB Bank on 14 April 2018. The amount was €4,000 and it is described in the bank statement as "Mam Loan." The third lodgement was made on the same date using an ATM at the same bank branch. The amount was €5,000 and it is described in the bank statement as "Jessie Payback."
163. The total amount recorded as paid by Charlene Waldron to the builders for work on Darview Heights was €192,000.

164. These builders received three further payments after 11 January 2016. The first was a payment of €10,000. This amount was debited to her current account on 24 May 2016. Half of the funds used to make this payment was funded by two refunds from "Stone and Tile" which were credited to that account the previous day.
165. The second was payment of €10,000 on 3 June 2016. Charlene Waldron withdrew this money from her current account. The third was a payment of €7,500 on 28 July 2016. Charlene Waldron withdrew this money from her current account. Charlene Waldron also used her current account to pay for items from builders' providers and other suppliers in late May and June 2016. The total recorded as spent during this period was €14,572.
166. This expenditure was funded by two lodgements on 30 May 2016 and 2 June 2016. The first lodgement was of €20,168. The second was a lodgement of €20,000. The effects lodged were bank drafts. The first of these bank drafts was bought by a second-hand car dealer in County Kildare. Revenue records do not record disposal of any vehicle belonging to Charlene Waldron or David Waldron which could account for the bank draft from this car dealer. The second bank draft was bought by MO'D. The Bureau was unaware of nature of the association between MO'D and Charlene Waldron.
167. In May 2016 Charlene Waldron and David Waldron submitted a financial statement to Ulster Bank. This related to missed mortgage payments on Riverforest and Ratoath Road while David Waldron was in prison. Charlene Waldron stated that she was a beautician working from home. Her income was stated to be €3,590 net salary per month. David Waldron expected to be released from prison on 26 September 2016.
168. Leaving aside Prussia Street, their rental income from property other than their primary residence was stated to be €1,400 per month. Payments of €1,400 per month were credited to David Waldron's current account from May 2015 to March 2016. Some of the accompanying narratives on his bank statements attribute these amounts to rent for Riverforest.
169. Riverforest and Ratoath Road were searched by Bureau officers in November 2017. At that time tenants in occupation of Riverforest stated that they were paying €1,800 rent per month. Tenants in occupation of the main house in Ratoath Road stated that they were paying €1,600 per month.

170. Darview Heights was searched by Bureau Officers on 8 November 2017. The Waldron family were in residence. David Waldron and Charlene Waldron told D/Garda Martin Harrington on that date that they had built Darview Heights with their own money.
171. Photographs taken during the course of that search show that Darview Heights has a water heat pump, a heating system and air ventilation system. The Bureau has not exhibited an album of these photographs. Copies of some of these photographs are annexed to a report prepared by the surveyor engaged by the Bureau. The quality the images of the interior of the house is poor. His report also includes an aerial view of Darview Heights.
172. The photographs of the interior of Darview Heights suggest that the standard of finish is not as high as that shown in the Garda photographs of Ratoath Road. The fittings look cheaper.
173. The perimeter walls to the road in concrete and are rendered. The other perimeter fences are concrete post and rail with timber screens for 340m length. Darview Heights was roofed before being clad in stone.
174. The wing walls at the entrance gate are clad in cut stone on both sides. The house has a separate pumphouse and a waste-water treatment system. The garden has been landscaped and a lawn has been laid. A foundation is in place for the garage and for sheds to the north of the house. The site is 9000m squared. This house was built in accordance with the revised drawings dated July 2015 which deviate from the plans submitted with the application for planning permission.
175. Specialist contractors installed the services. Skilled tradespeople were engaged in the build and the fit out. A fitted kitchen was installed. A suggestion by Charlene Waldron's father to Bureau investigators that he did all of the carpentry on Darview Heights is not credible.
176. The surveyor engaged by the Bureau examined these photographs, the estimate prepared by the builders' quantity surveyor in 2015 and the plans provided to that surveyor. He concluded that the minimum cost of the works priced by the builders' quantity surveyor in 2015 was in excess of €1,000,000, excluding VAT, and that the overall cost of the works as built was nearly €1,700,000. He indicated a number of additional features which were not in the original pricing.
177. In my view this figure is excessive. It assumes construction by a builders in accordance with a priced contract and that the house was fitted out and that services were installed by contractors and tradespeople who were not working for cash.

However, the figures provided by the builders' surveyor in 2015 appear to be on the low side because they do not include the cost of extra work and materials identified by Bureau's surveyor.

178. Bureau officers have received confidential information that Charlene Waldron, who organised the building of Darview while her husband was in prison, paid cash to suppliers other than the builders. This information is supported by some of the receipts exhibited by Charlene Waldron in her affidavit relating to legal aid sworn on 25 February 2020. These receipts refer to cash sales which cannot be related to transactions on her current accounts or using the bank card associated with David Waldron's current account. Some of the other receipts within this exhibit relate to debits to her current account during late May and June 2016 which related to the Darview Heights project.
179. In 2017 the builders of Darview Heights prepared a letter claiming that €79,000 was owed for materials which were bought on the instructions of Charlene Waldron and not paid for.
180. The amount which Charlene Waldron paid the builders was insufficient to cover the construction cost Darview Heights. Assuming use of specialist contractors, tradespeople and suppliers of equipment and material prepared to take cash and not charge value added tax, the total amount spent on building and fitting out this house was more likely to have been in the order of €800,000. The only credible source of wherewithal to fund this was David Waldron's criminal activities.
181. Darview Heights was built while David Waldron was in prison. The source of most of the wherewithal to build it cannot be traced to disclosed income of David Waldron or Charlene Waldron or to bank accounts which she had control of while he was in prison. The money which can be identified from her current account as spent by her on Darview Heights was nowhere near sufficient to fit out that house and was funded from undisclosed sources.
182. Having considered all of this material I reached the following conclusions relating to the belief evidence:
  - (a) The belief of the Chief Bureau Officer that David Waldron has been major player in the illegal distribution and sale of controlled drugs in Dublin since 2000 and that this activity has been the mainstay of his means, income and lifestyle during this period is reasonable and is supported by persuasive evidence.

(b) The belief of the Chief Bureau Officer that money generated from David Waldron's criminal activity was the likely source of funding for his wherewithal to buy Glenties Park in 2001 and to pay the mortgage monthly instalments for that property is reasonable and is supported by persuasive evidence.

(c) The beliefs of the Chief Bureau Officer that mortgage facilities to buy Glenties Park, Riverforest and Ratoath Road were obtained as a result of frauds on the lenders is reasonable and is supported by persuasive evidence.

(d) The beliefs of the Chief Bureau Officer that Riverforest and Ratoath Road were bought and refurbished using proceeds of crime and that the mortgage instalments for Riverforest and Ratoath Road were funded using proceeds of crime is reasonable and is supported by persuasive evidence.

(e) The beliefs of the Chief Bureau officer that the site of Darview Heights was bought with proceeds of crime and that proceeds of crime were used to pay for construction and fitting out of the house on this site is reasonable and is supported by persuasive evidence.

183. Overall, my provisional view was that evidence tendered by the Bureau established the following as a matter of probability:

(a) Glenties Park was bought by David Waldron using proceeds of crime.

(b) David Waldron used proceeds of crime to meet monthly mortgage payments on Glenties Park.

(c) David Waldron bought Riverforest using a capital gain on the sale of Glenties Park. This capital gain was derived from proceeds of crime.

(d) David Waldron used proceeds of crime to pay the Permanent TSB Riverforest mortgage between 2004 and 2008.

(e) David Waldron's only access to funds to set up and run BRD Motors Limited was criminal activity. His remuneration from BRD Motors Limited was sourced from proceeds of crime which he laundered into that business.

(f) David Waldron paid for improvements to Riverforest using proceeds of crime. The money spent on these works did not come from legitimate income.

(g) David Waldron's ownership of Riverforest was financed by proceeds of crime. Ratoath Road was bought using David Waldron's equity in Riverforest which was derived from proceeds of crime.

(h) Mortgage instalments paid by David Waldron to First Active and Ulster Bank for Riverforest and Ratoath Road between 2008 and the beginning of 2017 came partly from rents received from the letting of these properties and partly from other receipts by David Waldron.

(i) As Riverforest and Ratoath Road were bought and refurbished using proceeds of crime, the rent roll from these properties constitutes proceeds of crime. This rent was used to meet mortgage payments on these properties.

(j) Other income of David Waldron came from his letting of Prussia Street and money from undisclosed sources. The likely source of David Waldron's wherewithal to refurbish Ratoath Road was proceeds of crime.

(k) David Waldron and Charlene Waldron enjoyed lavish foreign travel which was inconsistent with the manner in which they operated their bank accounts and their sources of legitimate income up to the time of his imprisonment in March 2015. This lifestyle resumed when David Waldron was released from prison. They rarely used their bank accounts to defray ordinary expenditure on daily living.

(l) David Waldron's income to fund his lifestyle and most of his expenses of daily living came from undisclosed sources. Any use by him of legitimate rental income to pay his mortgages was as a result of choice to appropriate money to this purpose, as most of his other expenditure was funded by proceeds of crime.

(m) David Waldron deceived mortgage lenders into giving him loans to buy Glenties park, Riverforest and Ratoath Road. The reason for these deceptions was that David Waldron could not demonstrate capacity to repay these mortgages from legitimate means.

(n) Money to buy the site for Darview Heights came from hidden sources. It cannot be traced to any legitimate means or income of David Waldron or Charlene Waldron. Use of cash deposited to disparate bank accounts to buy the bank drafts used to fund this purchase shows money laundering of proceeds of crime.

(o) Money from England which was supposedly paid to buy a business which was in fact worth little or nothing. The evidence tendered by the Bureau is sufficient to establish as a matter of probability that the purported sale by Charlene Waldron of Elegant Send Off for €200,000 was pretence used as part of an arrangement to launder money which represented proceeds of crime of David Waldron.

(p) The cost of building and fitting out Darview Heights met from proceeds of crime.

184. David Waldron and Charlene Waldron responded on affidavit to the material relied on by the Bureau. These affidavits failed to engage adequately with important issues raised in affidavits and exhibits relied on by the Bureau.
185. David Waldron denied that he is a major criminal. He claimed that he decided to go down the country to start a new life away from Dublin between the time of the violent assault which he was involved in during 2013 and his imprisonment in 2015 for an offence relating to that incident. He claimed that he was only back in Dublin rarely since his move and that that he picked up a conviction for possession of drugs in 2018 on one of these visits.
186. David Waldron claimed that after his Junior Certificate he worked as a handyman in the building industry and also did plastering, block work, carpentry and electrical work. He claimed he had a small amount of savings which he used to buy Glenties Park. He also claimed that he was working for his father's business as a handyman after his Junior Certificate "learning my trade" and later worked in his own right renovating old houses.
187. These explanations did not address the information from social welfare records relating to his employment and unemployment history in the years leading up to his purchase of Glenties Park. His father's revenue record shows very little evidence of employment in the years between 1996 and 2000 and no evidence of self-employed trade.
188. David Waldron also claimed that he was saving most of his jobseeker's allowance while living at home and that he did some other work. He agreed that he did not work for "HRB." He also claimed that he borrowed €4,000 for the deposit for Glenties Park from a friend. He did not explain why he needed to borrow money for this deposit if he had savings. The copies of bank statements relating to his deposit account do not show any transaction consistent with repayment of €4,000. They show that David Waldron was on State benefit and that he used lodgements of cash

from undisclosed sources to pay his mortgage. He has not provided an adequate explanation for the source of these lodgements.

189. David Waldron claimed that he met his mortgage repayments for Glenties Park from salary, including some salary which he received while still receiving jobseeker's allowance, and that the credits of €510 per week which were lodged into his bank account came from salary. This explanation is unlikely to be correct. These sums continued to be credited to his current account long after he ceased to be employed.
190. David Waldron did not address why he provided false information relating to his employment by HRB in his mortgage application form. He did not address the fact that he was in prison between February and November 2020 and not able to work or save during that period. He did not explain his use of three bank drafts bought in Bank of Ireland in Phibsborough to fund the purchase of Glenties Park.
191. David Waldron did not explain why he provided misleading information about his employment and earnings to his mortgage lender when he sought mortgage finance for Riverforest in late 2003. He repeated his lie about being employed by "HRB" in that mortgage application. In fact, he was in receipt of social welfare until April 2003 and only earned a very small sum as an employee of a security company later in that year.
192. David Waldron disputed the value put by the Bureau's surveyor on the works to Riverforest. He stated that this house was only partially rewired and replumbed for heating. He also claimed that he fitted the kitchen and that it cost €2,500. He also claimed that the windows for the extension to the kitchen cost €1,800. He claimed that he and members of his family in building and allied trades carried out the work to Riverforest. He claimed that the wardrobes in the man bedrooms were already fitted when he bought Riverforest. He claimed that he saved his earnings during this time to pay for this work. His bank statements do not support this assertion.
193. David Waldron's earnings from his employment during 2004 and 2005 were not sufficient to fund the work to Riverforest as shown in the Garda photographs. He has not provided any explanation of how he paid for materials on extending and refurbishing Riverforest. His explanation that he and his father did all of the labouring work on this project is improbable. I am not persuaded to alter my provisional conclusion on the likely cost of the improvements to Riverforest.
194. David Waldron claimed that his deceased co-director invested money in BRD Motors Limited. He did not provide any detail of the amount of this investment. He has not



explained how this business got up and running or how and from where it got finance to acquire a stock of second-hand motor vehicles to sell.

195. I remain persuaded that the business of BRD Motors limited was funded by proceeds of crime and that any rent or other income which David Waldron got from that business between 2006 and 2008 was derived from proceeds of crime. His assertion that his associate put money into this venture is far too vague.
196. David Waldron's explanation relating to the letting of premises in Prussia Street are broadly in line with information contained in documents exhibited by the Bureau. He stated that in September 2012, after he left the premises where BRD Motors Limited traded, he took a letting of another premises in Prussia Street for €1,350 per month and that lodgements to his account for rental income were after deducting this rent. He states that Charlene Waldron took over this letting in 2015 to 2016 and that lodgements were made to her account.
197. David Waldron disputed that he left unpaid rent to his former landlord and that €34,239 in rent was written off. The sum of €10,000 credited by the landlord to the rent account in August 2012 corresponds with the value of a bank draft purchased by David Waldron on 16 July 2012. The cost of this draft was debited to his current account. A receipt of €4,000 recorded by the landlord on 30 October 2012 coincides with a withdrawal of €2,000 cash from his current account on the same date. The reasons for debiting rent after the notice to quit and later reversal by the landlord of credits to the rent account are not explained. David Waldron may well be correct in this contention. It is not necessary for me to resolve this issue.
198. David Waldron explained in his affidavit that lodgements to his current account related to rent received. He exhibited lodgement books relating to these receipts. This confirms my finding that lodgement books were used for rent receipts. However, much of the rent received by David Waldron related to Riverforest and the separate residential unit in the back garden of Ratoath Road. This rent was derived from proceeds of crime because Riverforest and Ratoath Road were either acquired with or by using proceeds of crime.
199. It is likely that rent received by David Waldron from Prussia Street was lodged to his current account and used to meet mortgage instalments. However, David Waldron was able to appropriate rent received from Prussia Street to meet mortgage payments on Riverforest and Ratoath Road because he had access to income from undisclosed sources to fund day to day living expenses and lifestyle. I remain of the

view that mortgage payments on Riverforest and Ratoath Road were at all stages funded from proceeds of crime.

200. David Waldron and Charlene Waldron provided explanations for some transactions. They explain that the €20,000 draft received from M'OD was a loan from a family friend. This was part of the money used by Charlene Waldron to buy materials for fitting out Darview Heights and pay the builders. There is no documentary evidence that this money was ever repaid. David Waldron and Charlene Waldron did not have legitimate income or means to repay MO'D. They could only reimburse her using income from undisclosed sources.
201. David Waldron claimed that the builders of Darview Heights constructed Darview Heights to "first fix" and that he and his wife carried out the remainder of the work themselves and that the project was paid for with the money from elegant Send Off and a loan from Charlene Waldron's Grandfather.
202. Most of the money received by the builders was paid before the end of January 2016. At the monthly rate of payment these payments covered work by the builders to the beginning of March 2016. It is most unlikely that the structure of the house was substantially completed and clad by that stage. The loan €40,000 received from Charlene Waldron's Grandfather was in fact used to fund a payment of capital gains tax on the disposal of the business of elegant Send Off. There is no evidence that this €40,000 was repaid. David Waldron and Charlene Waldron did not have sufficient legitimate means to repay it.
203. David Waldron also stated that he had rental income and was working for GB until he was imprisoned in 2015. He stated that this income was used to build Darview Heights. His revenue records show that his income from working for GB started in Mid-2014. His earnings from GB were not used to build Darview Heights.
204. David Waldron's rental income is impossible to verify. Some of it may have been used to pay cash for renting Prussia Street. He made no return for rent received on Prussia Street in 2007. During part of 2008 he was paying rent through BRD Motors Limited to himself. Some of the rent recorded by his landlord as received from him for Prussia Street did not come from his current account.
205. I am prepared to assume that gross and net figures for rent received are correctly shown in his tax returns for the years between 2009 and 2017. The copy statements relating to his current account during the years 2014 to 2016 show no evidence of capacity to fund the purchase of a site or the building of a house. He was in prison from March 2015 until September 2016.

206. Further bank statements exhibited by David Waldron and by the Bureau which relate to his current account show continued use of rent from Riverforest and Ratoath Road to meet mortgage payments on those properties during 2019 and up to the end of May 2020.
207. David Waldron stated that he received €19,000 from DK for the business of "BRD Motors" in 2009. This amount corresponds with a lodgement to his current account which I have already identified. He also stated that the mobile home in Wexford was bought with €2,000 from his credit union account and €17,000 left over from the €19,000 paid to him by DK.
208. This explanation is inconsistent with what is shown David Waldron's current account and credit union account statements. The €19,000 lodged to his current account at the end of February 2009 was used up by the end of the following month. It is impossible to associate any part of this payment with the cash paid for the mobile home in 2012. He withdrew a sum of €2,000 in savings from his credit union account in July 2010. It is improbable that he kept that money for two years and used it to buy the mobile home in August 2012.
209. David Waldron stated that MO'D was a family friend and that Charlene Waldron's parents each gave her €10,000 to repay her for the €20,000 loan when the mobile home was signed over to Charlene Waldron's mother in 2017. No vouching documentation has been exhibited to support this claim. He also explained that the €5,000 paid to the park owner was borrowed from Charlene Waldron's Mother and grandfather. No vouching documentation has been exhibited to support this claim.
210. Both David Waldron and Charlene Waldron exhibited copies of some receipts and invoices relating to materials used in the work done to Ratoath Road in 2013. Most of documents these record cash sales. These relate to a small element of overall cost of material used on this project.
211. David Waldron claimed that the conversion of the unit at the back of Ratoath Road into a separate residential unit was carried out by himself and family and friends in 2009 and 2014; that a single storey extension to the back of the house was constructed by himself and his father-in-law in 2008 and that his father-in-law remortgaged an apartment at that time to provide money to put into the property. He also stated that the extension to the first floor of Ratoath Road; that the conservatory was constructed in 2013 for €11,512.49 and that these renovations cost about €30,000. He claimed that the electricity and heating systems were in the house when it was bought.

212. David Waldron did not provide any documentary back-up for his claim that his father-in-law remortgaged his apartment and gave some of the money raised to him to pay for an extension to the back of the main house at Ratoath Road in 2008. I do not accept the figure given for the cost of the extension of the first floor and roof of Ratoath Road or that construction of what David Waldron describes as "the conservatory" in 2013 only cost €11,512.49. The basis for this figure is not explained. An accountant on behalf of the Bureau examined the vouchers exhibited by David and Charlene Waldron relating to cash sales for this project. Assuming that the Munster Joinery invoice for €3,200 was paid the total sum vouched was €13,887.
213. The quoted figure of €30,000 is extremely far short of the total likely spend on this project. This is obvious from the photographs. These show that this house was thoroughly renovated and reroofed in 2013. At that stage, a foldaway stair was installed to give access to a storage area within the roof space. The extension on the first floor comprises an ensuite bedroom with a balcony over part of the kitchen below. This is all new and it is likely that it required substantial rebuilding of whatever extension was previously in place on the ground floor. The kitchen and all of the doors within the house within the house have the appearance of being new and installed as part of work carried out in 2013.
214. David Waldron's evidence is insufficient to rebut my provisional conclusions relating to the purchase of Glenties Park, the mortgage payments made by David Waldron on the mortgage of Glenties Park and the purchase of Riverforest. The wherewithal for all of these assets and payments came from proceeds of crime and not from earnings, savings or loans by friends.
215. I remain persuaded that Ratoath Road was bought using proceeds of crime. These were the uplift in the value of his equity in Riverforest. A contributing factor to this uplift was works to Riverforest which undoubtedly made that property a more attractive security for borrowings.
216. I also remain persuaded that the extensive works of refurbishment and improvement to both Riverforest and Ratoath Road were paid for by David Waldron out of proceeds of crime and that the sums expended by him on these works were far greater than he has acknowledged.
217. Charlene Waldron also exhibited some invoices relating to Darview Heights from 2016. An accountant from the Bureau has identified €15,935 in invoices which were paid using her current account. Other invoices totalling €30,340 were not paid using this account and the source of the money used to settle them remains undisclosed. These could only relate to a small element of the likely total expenditure for materials used on Darview Heights in 2016.

218. Charlene Waldron provided information about her income from Eye Candy and Candy Crush in 2014, 2015 and 2016. I have already noted lodgements to her current account from August 2015 with notations relating to these businesses. Her tax computations show modest taxable income on Eye Candy and Candy Crush of €10,940 and €6,207 in 2015 and €8,475 and €5,391 in 2016. I am prepared to accept that there was a small contribution by her towards mortgage payments for Riverforest and Ratoath Road from legitimate earnings while David Waldron was in prison.
219. She stated she was receiving rent of €950 a month for Ratoath Road in 2016. However, her rental income on Riverforest and Ratoath Road was €2,350. This was available to cover some of the mortgage payments on those properties and it was derived from proceeds of crime.
220. Charlene Waldron claimed that she set up Eye Candy Hair and Beauty in 2010 with money she got from David Waldron from his sale of BRD motors. This is unlikely. DK paid David Waldron €19,000 for the business of BRD Motors in February 2009.
221. She confirmed in her affidavit that the payment by David Waldron to the Chinese supplier related to Elegant Send Off.
222. Charlene Waldron claimed that Elegant Send Off also intended to provide a service of drapes and decorations for home wakes in private houses. She stated that she had leaflets and writing on a van used in the business. She described the business as slow at first and that they had positive feedback at a funeral marketing show in City West in September 2015.
223. She stated that Darren Kearns had numerous business interests with James Bellamy and arranged for the sale of Elegant Send Off as he wished to join the business. She described her grand-uncle James Bellamy as "a business acquaintance" of Darren Kearns.
224. James Bellamy ran adult shops in Dublin for a number of years. In February 2012 he was sentenced to three years imprisonment with the final year suspended for an offence of unlawful importation, keeping or supply of a medicinal product and received a fine of €100,000. Both Darren Kearns and Philip Kearns were convicted of possession of controlled drugs for sale or supply. In 2012 Philip Kearns received a suspended sentence of four years imprisonment for possession of 150 kg of cannabis.

225. Charlene Waldron accepted that Darren Kearns sourced the site for Darview Heights. She claimed in her affidavit that he was buying it with James Bellamy. She claimed that the €40,000 purchase price was funded from money which her father gave her as a gift from re-mortgaging an apartment and selling his mother's house and also from savings which she had for a car and from the proceeds of the sale of "Eye Candy Hair and Beauty." She claimed that she sold this business in 2011 and held €8,000 from the proceeds to start a new business.
226. Charlene Waldron claimed that a South County Dublin address was supplied for her father as she believed that this would assist the application for planning permission in Wexford. In fact, the application for planning permission misrepresented her father as having local need as a resident in the area. It is most unlikely that she was unaware of the reasons for this ruse.
227. Charlene Waldron stated that because Darren Kearns died and her husband was in prison at the time, she felt that she needed to instruct another solicitor and went to the Dublin solicitor. However, Charlene Waldron's contact with this solicitor and her receipt of most of the €201,000 which she received accounts in England controlled by James Bellamy pre-dated the assassination of Darren Kearns.
228. Charlene Waldron did not explain how she came to use the solicitor for the builders of Darview Heights for the Elegant Send Off transaction. She has not explained how Elegant Send Off came to be valued at €200,000 or what Darren Kearns expected to get from this deal.
229. Charlene Waldron accepted that AS was a friend of Darren Kearns. She claimed that they agreed that they "would help me with architects, planning and builders." She claimed that AS agreed to provide bank drafts in exchange for "us contacting him to supply us with the building materials and supplies." She claimed that the site for Darview Heights was put in her name because it was likely that her husband would be sent to prison and that they might separate. She claimed that she paid for the site using money she got for the sale of Eye Candy Hair and Beauty in 2011 and from money she got from her father and savings to buy a car.
230. Charlene Waldron re-registered Eye Candy Hair and Beauty as a business name in 2015. Her explanation that she sold the hair-dressing part of this business 2011 and retained €8,000 from that sale until 2014 and then used it towards buying the site for Darview Heights is improbable. Her bank and credit union accounts do not show that she held that money or was saving to buy a car. Her claim that she received money from her father and that this comprised "the majority of the money that I had managed to save over the years" is not borne out by any transactions recorded in bank or credit union statements.

231. Charlene Waldron stated in her affidavit that she believed AS to be a wealthy and successful man who knew a lot about building and owned a builders' providers in Finglas and Ballyfermot. AS is believed by Bureau investigators to be an associate of David Waldron. AS received jobseeker's allowance between 2012 and 2014. Thereafter, he received family income supplement because of his limited means. It is implausible that Charlene Waldron was not aware of his circumstances.
232. Charlene Waldron's explanation of the role of AS in getting the four bank drafts which were used to buy the site for Darview Heights is implausible. She did not explain how AS and his brother received the money to fund these transactions. She did not explain the purpose of the coordinated use of cash to buy four bank drafts. I remain persuaded that these bank drafts were used to launder cash proceeds of crime.
233. Charlene Waldron claimed that Darren Kearns introduced her to the builders of Darview Heights and that there was an initial contract for €430,000, but that this changed as the work proceeded. She claimed that the work did not proceed according to schedule. She blamed builders for representing to her that they had engaged an architect who advised that the top floor of the chouse could be changed without obtaining permission. She also claimed that at the start of the project she only had the €200,000 received on the sale of Elegant Send Off and that she put Riverforest on the market to finance with a view to financing the rest of the cost.
234. Riverforest was put on the market with an asking price of €395,000 in July 2016. The money from England was long spent at that stage. Riverforest continued to be on the market and an offer of €385,000 was made for it in August 2017. It was subsequently taken off the market. David Waldron and Charlene Waldron were able to build of Darview Heights without recourse to proceeds of sale of Riverforest.
235. Charlene Waldron's explanation that at the start of the project she only planned to get the base of the house and the timber frame done is consistent with what her agent advised the architect when the build was out to tender in July 2015. However, she does not explain how the build and fit-out was financed after February 2016. She stated that the builders agreed not to look for money until the job was complete, and that the initial contract for €430,000 "changed as work proceeded. Her explanation for how matters progressed was very vague.
236. She claimed that she did not have to pay the builders due to delays. She did not exhibit any written contract. It is difficult to see how more than half the price of a building project could be wiped away by contractual compensation for delay. She complained that the wooden frame of the house was damaged due to fault of the builders and that there were faults in the house. She produced a report prepared in

2020 which indicated that repairs to the house would cost €22,710 (excluding VAT) to put right.

237. She admitted that the builders were claiming an additional €79,000. This claim was for extra costs which the builders claim was incurred on her instructions. It does not explain how most of the build and fit out was paid for or how or whether the builders were prepared to remain on site after the money to pay them dried up in February 2016.
238. None of this explained what she paid out during construction and fit out of this house and where the money she used came from.
239. Charlene Waldron took issue with the much of the content of the report of the surveyor engaged by the Bureau. She stated that the builders did preliminary work on the front walls and piers and that the overall cost was €4,000. She disputed the estimate of the surveyor for the cost of landscaping and that any significant landscaping was undertaken or that topsoil was bought.
240. She provided a cost of €4,500 for the wooden panels in the perimeter fence. She also referred to cost of stairs, windows and doors, internal doors, bathroom supplies, electrical system, kitchen and heating system. My addition of the amounts which she claimed to have spent on these items came to a total of €116,874.
241. Charlene Waldron omitted to exhibit "attached" receipts and invoices to vouch these claims. It is impossible to verify these claims. Even assuming these figures to be correct, her claimed expenditure on these items cannot be matched to use of her bank accounts or legitimate earnings.
242. I am not persuaded to alter my provisional conclusion that the money used to buy the site for Darview Heights came from proceeds of crime and that the money used to pay for the building and fitting out of that house also came from proceeds of crime.
243. Darview Heights was built while David Waldron was in prison and during the period after Darren Kearns had been killed. It is likely that Charlene Waldron was short of money and that she made economies on building and fitting out. The arrangement relating to money coming from the sale of Elegant Send Off smacks of pretence organised by the family and criminal associates of Charlene Waldron and David Waldron while Darren Kearns was still alive. The source of the money used to pay for the construction and fitting out of Darview Heights remains unexplained and is most likely to have originated from proceeds of crime. It is likely that she used cash from



this source to pay for most of the expense of building and fitting out Darview Heights. She had no other available source of wherewithal to fund this expenditure.

244. It follows that I must make orders under s.3(1) of the 1996 Act in respect of Riverforest, Ratoath Road and Darview Heights unless I am satisfied that there would be a serious risk of injustice if such orders were made.
245. The fact that a person has obtained a mortgage loan to buy a house by false pretences would not justify an order under s.3(1) of the 1996 Act if that mortgage was repaid using legitimate income or resources which were not themselves proceeds of crime. Such a result would be disproportionate.
246. However, no such considerations arise in this case. This is because it is clear that Riverforest and Ratoath Road were bought with or in connection with proceeds of crime and that the mortgage payments on these properties have been met using proceeds of crime. These properties have been improved using proceeds of crime. I cannot identify any circumstances which would make it disproportionate to make an order under s.3(1) of the 1996 Act in relation to Riverforest and Ratoath Road.
247. The Waldron family now lives in Darview Heights. While Charlene Waldron has put a lot of effort into organising the building and fit out of this fine house, the wherewithal to buy and develop it came from proceeds of crime or loans which could only be repaid using proceeds of crime. I cannot identify any circumstances which would make it disproportionate to make an order under s.3(1) of the 1996 Act in respect of Darview Heights.
248. I also cannot identify anything which would make it appropriate to require that Charlene Waldron be recompensed in some way out of the proceeds of any eventual sale of Darview Heights. Charlene Waldron has not used her own money to buy the site or to build that house. She cannot but have been aware of the source of her means and of her husband's means to engage in these activities.

