



CASE REPORT

Case No:	K/032
Complaint:	Allegation of a failure to declare income in the Declaration of Assets for Ministers and Parliamentary Secretaries
Complainant:	Prof. Arnold Cassola
Complaint Date:	20 December 2020
Report Date:	2 July 2021

This case report is a translation of the Maltese original. Extracts from correspondence that are quoted in the text have been translated, but the attachments to this case report and the accompanying volumes of supporting evidence remain in their original form.

The Complaint

1. By means of an email dated 20 December 2020 (annexed and marked Document A/1), Prof. Arnold Cassola (the Complainant) requested me to investigate a breach of ethics on the part of the Hon. Rosianne Cutajar, then Parliamentary Secretary for Equality and Reforms, as alleged in media reports.

2. The Complainant presented the complaint as follows:

As you can see from the annexes, there are serious accusations of tax evasion in the tax returns presented by [...] Rosianne Cutajar in 2020 (basis year 2019).

The situation of the Hon. Cutajar is further aggravated by the fact that she allegedly earned the undeclared money by acting as a broker for Yorgen Fenech, despite having been already aware of the fact that he, as the owner of 17 Black, intended to bribe a Minister and a Chief of Staff at OPM.



I ask you to urgently investigate these cases because I, like the many honest Maltese people, have grown disgusted by the culture of impunity with which a number of Maltese politicians act.

3. The Complainant referred to two reports that appeared in the media on that same day.¹

4. Later on that same day, the Complainant sent another email stating:

I am sending you the declaration of income of the Hon. Cutajar, in which she declared an income of 74,000.

Of these, 25,000 came from her salary as MP, 35000 euro as Commissioner for Simplification.²

This means that here she did not declare the 46,000 in brokerage fees.

Whether she paid 18% VAT and income tax on them ... I do not know.

5. The declaration of income of the Hon. Cutajar as Parliamentary Secretary for the year 2019 is annexed to this report as Document A/2.³

The Context

6. It is important to establish a clear sequence of the main events related to this case. These may be listed as follows:

30 January 2019	A promise of sale (konvenju) is signed between Henley Estates Malta Ltd (“Henley”) (on behalf of a customer of Chinese nationality) and Green Eyes Ltd (“Green Eyes”), the ultimate beneficial owner of
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¹ See <https://timesofmalta.com/articles/view/junior-minister-chased-to-repay-cash-from-yorgen-fenech-deal.839981>; and https://www.maltatoday.com.mt/news/national/106595/yorgens_31_million_mdina_deal_rosianne_cutajar_and_the_judges_husband#.YMHOwPkzaUl.

² The Complainant referred to a report written in May 2018 which is accessible from https://www.maltatoday.com.mt/news/national/87085/mp_paid_34504_for_role_as_commissioner_for_reduction_of_bureaucracy#.YMHPNvkzaUm in connection with the salary which the Hon. Cutajar earned as Commissioner for Simplification.

³ The declarations by all ministers and parliamentary secretaries for the same year are accessible from <https://www.parliament.mt/media/109557/05495.pdf>.



which is Joseph Camilleri, to sell a property in Mdina to Green Eyes.

February/March 2019 Contact is made between Joseph Camilleri and Carmelo sive Charles Farrugia, also known as Charlie it-Tikka, with the aim of finding someone interested in buying the same property from Green Eyes while this was still subject to the promise of sale (konvenju). Charles Farrugia assumes the role of broker. Subsequently, the Hon. Cutajar, a friend of Farrugia's, urges Yorgen Fenech to buy the property.

At this stage the Hon. Cutajar is a member of Parliament. She is also engaged in the office of Prime Minister Joseph Muscat as a person of trust with the title of Commissioner for Simplification and Reduction of Bureaucracy.

9 May 2019 A meeting is held in Mdina between Joseph Camilleri, Charles Farrugia, the Hon. Cutajar and Yorgen Fenech to show the property to the latter.

14 May 2019 A promise of sale (konvenju) is signed between Green Eyes and Yorgen Fenech to sell the property in Mdina to Yorgen Fenech for a sum of €3.1 million. Yorgen Fenech pays a deposit of €310,000 (10% of the property sale price), in cash, to Joseph Camilleri.

Some days later, Joseph Camilleri pays the sum of €93,000 as brokerage fee. This sum is equivalent to three percent (3%) of the price of the property in question.

At this stage Green Eyes is not yet the owner of the property. The intention of Joseph Camilleri, the beneficial owner of Green Eyes, is to use the money he earns from Yorgen Fenech to finance the purchase of the property from Henley's client

26 June 2019 The Hon. Cutajar makes a statement in the Council of Europe's Parliamentary Assembly during a debate on



a draft resolution on the murder of Daphne Caruana Galizia.

- 27 August 2019 Yorgen Fenech pays €31,000 in cash as his share of the brokerage (one percent (1%) of the property price). He passes this money to the Hon. Cutajar in order for her to pass them on to Charles Farrugia, together with an additional sum of €9,000 which is a gift for the Hon. Cutajar.
- 18 September 2019 The promise of sale between Green Eyes and Yorgen Fenech is extended until 5 October 2019.
- 7 October 2019 The promise of sale between Green Eyes and Yorgen Fenech is extended until 28 October 2019.
- 15 October 2019 An agreement is signed between Tumas Group Co. Ltd, a company belonging to the Fenech family, and Green Eyes for the loan of €1.2 million to Green Eyes to acquire the property in Mdina from Henley's client (as the promise of sale between them was about to expire).
- On the same day an agreement is signed between Yorgen Fenech and Green Eyes to reduce the property price from €3.1 million to €3 million. This reduction was imposed on Green Eyes by Tumas Group Ltd as a condition for the loan of €1.2 million.
- Because of this reduction, Joseph Camilleri requests a refund of €4,000 from the brokerage paid by him. This refund is paid by Charles Farrugia in two separate instalments of €2,000.
- 30 October 2019 The promise of sale is extended for the third and last time, until 20 November 2019.⁴

⁴ On 19 November 2019, Joseph Camilleri signed another extension of the promise of sale agreement, but this was never signed by Yorgen Fenech.



6 November 2019	The contract of sale for the property between Henley and Green Eyes is drawn up.
20 November 2019	The promise of sale between Green Eyes Ltd and Yorgen Fenech expires, and is not renewed. Yorgen Fenech is arrested in connection with the murder of Daphne Caruana Galizia.
15 January 2020	The Hon. Cutajar is appointed Parliamentary Secretary for Equality and Reforms in the Ministry for Justice, Equality and Governance.
17 February 2020	A recording is made of a conversation between Camilleri and Farrugia by Camilleri without Farrugia's knowledge.
9 July 2020	The lawyer Dr Pierre Lofaro sends a legal letter/ formal intimation to Charles Farrugia and the Hon. Cutajar to refund the brokerage, given that the sale had not taken place.
12 October 2020	The declarations of assets of all Ministers and Parliamentary Secretaries are tabled in the House of Representatives, including those of the Hon. Cutajar, for the year 2019. The form requires each minister and parliamentary secretary to declare his or her income for the year 2019. The Hon. Cutajar makes no reference to brokerage income in her declaration.
27 November 2020	The contract of sale of the property is drawn up between Green Eyes and Easysell Properties Ltd (another company belonging to the Fenech family).
1 December 2020	An affidavit is made by Joseph Camilleri before the Hon. Notary Ian Castaldi Paris regarding the alleged role of the Hon. Cutajar in the sale of the property.
20 December 2020	The newspapers <i>Times of Malta</i> and <i>MaltaToday</i> allege that the year before, the Hon. Cutajar was paid €46,500 in advance as a brokerage fee related to the



sale of the property in Mdina and is being asked to refund the sum.

On the same day the Hon. Cutajar issues a statement on Facebook to deny that she had anything to do with the payment of brokerage. She also publishes a legal letter/formal intimation sent by her lawyer in response to that of Dr Lofaro. The letter states that Mr Camilleri's claim should be addressed to third parties, and not to the Hon. Cutajar.

The complaint against the Hon. Cutajar is filed with this office.

- 14 February 2021 The *Times of Malta* publishes a report alleging that the Hon. Cutajar was given the sum of €40,000 by Yorgen Fenech. Of this sum, €31,000 was intended to be passed on to Charles Farrugia and €9,000 was a gift to her. The same report refers to the affidavit made by Joseph Camilleri before the Hon. Notary Ian Castaldi Paris.
- 25 February 2021 The Hon. Cutajar offers her resignation from the post of Parliamentary Secretary "*pending the outcome of the process*" that is being undertaken by the Commissioner for Standards in Public Life. Prime Minister Robert Abela accepts the resignation and states that he will await the outcome of this investigation before deciding what action to take in this case.
- 28 February 2021 The *Times of Malta* reports that according to an exchange of messages between Yorgen Fenech and the Hon. Cutajar, Yorgen Fenech passed on to her the sum of €40,000. Of this sum, €31,000 was intended as a brokerage fee to be forwarded to Charles Farrugia, while €9,000 was a personal gift to her.
- 1 March 2021 A report in the *Times of Malta* refers to Joseph Camilleri's affidavit and states that according to this



affidavit, the Hon. Cutajar informed Joseph Camilleri that she had counted the sum of €46,500 which he had paid her as her share of the brokerage and confirmed to him that everything was in order.

Decision to Investigate

7. The complaint made to me about this case contains three allegations:
- (a) failure to declare the amount of €46,500 as income from brokerage in the declaration of assets made by the Hon. Cutajar as Parliamentary Secretary;
 - (b) failure to declare the same income for tax purposes (tax evasion); and
 - (c) associating with a person alleged to have been involved in corruption; a factor which, according to the Complainant, aggravates the case.

8. The Standards in Public Life Act (Chap. 570 of the laws of Malta) empowers me to investigate ethical violations by members of the House of Representatives, including parliamentary secretaries.

9. However, the Act establishes certain time limits and does not give me the authority to investigate actions outside these limits. Article 14(2) of the Act stipulates that:

A complaint under this Act shall not be entertained unless it is made not later than thirty working days from the day on which the complainant had knowledge of the fact giving rise to the complaint or than one year from when the fact giving rise to the complaint happened, whichever date is the earliest.

10. It is reasonable to assume that the Complainant did not become aware of the allegations he raised until the day he made the complaint, as he based himself on media reports that appeared on that same day. Therefore, the 30 working day limit was not exceeded.

11. The brokerage fee was allegedly paid to the Hon. Cutajar in May 2019, well over a year before the complaint was made. This means that I cannot investigate whether the payment itself represents a breach of ethics or any other statutory duty. However, this does not affect the first and second



allegations because they concern the failure to declare it in the declaration of assets, not the payment itself.

12. The payment, if actually made, had to be declared in the year 2020, i.e. less than a year before the complaint was made. The declaration by the Hon. Cutajar is not dated, but the declaration form states that ministers and parliamentary secretaries should submit their declarations to the Cabinet Secretary within two months from their appointment and no later than the month of March of each year. It is likely that some declarations were submitted late, because all ministerial declarations for the year 2019 were tabled together in Parliament on 12 October 2020. However, the exact date when the Hon. Cutajar submitted her declaration is not relevant because in any case it was less than one year before the complaint was lodged. Therefore I can investigate the alleged failure to declare the payment. In order to do this, I naturally have to investigate whether the payment was actually made, but I can do so provided that I limit my conclusions to the fact that the payment was not declared (if it turns out that the payment was made).

First allegation

13. The Complainant does not indicate which provision of the Code of Ethics for Ministers and Parliamentary Secretaries or any other provision of Chapter 570 was, in his opinion, breached by the Hon. Cutajar. However, the Complainant's first allegation, that the Hon. Cutajar did not include income that should have appeared in the declaration she was obliged to make as Parliamentary Secretary, falls under article 13(1)(a) of Cap. 570. This article reads as follows:

13. (1) *The Commissioner shall have the following functions:*

(a) to examine, and if necessary verify, such declarations relating to income or assets or other interest or benefits of whatever nature of persons to whom this Act applies who are under a duty to file such declarations as may be provided under this or any other law and to make recommendations in the form of guidelines which the Commissioner considers appropriate and proportionate also with regard to any person who fails to make any declaration as aforesaid or who makes an incorrect declaration in a manner which materially distorts the purpose of the declaration; [...]



14. The obligation of a minister or parliamentary secretary to annually declare his or her income and assets derives from article 7.3 of the Code of Ethics for Ministers and Parliamentary Secretaries. This reads as follows:

7.3 When a Minister is appointed to office, he shall immediately provide a statement of his assets and interests to the Cabinet Secretary on the relative form. Any interest that may otherwise give rise to a perception of conflict of interest and any actual conflict of interest shall also be indicated to the Cabinet Secretary. This statement shall be provided every year in the manner indicated from time to time.

15. Article 7.3 refers to assets and interests, not income, but states that the statement “*shall be provided every year in the manner indicated from time to time*”. The relevant form as reproduced in Document A/2 requires a declaration of income, and therefore I consider that it would be a breach of article 7.3 if any income requested in the form were omitted.

16. The same omission would also represent a breach of article 5.7 of the Code, which reads as follows:

5.7 Honesty – Ministers shall avoid entering into conflicts of interest between the public interest and their private interest and shall provide complete and correct information to Parliament, to the Cabinet and the public in general.

Second allegation

17. The Complainant’s second allegation concerns a failure to declare income for tax purposes. This is a matter falling within the competence of the tax authorities.

18. I have adopted the practice that as a general rule I do not consider complaints falling within the competence of other state authorities, and such a complaint should be dealt with by the authority concerned and not by my office. The present case is a partial exception to this rule because article 13(1)(a) of Cap. 570 imposes on me the duty to verify declarations of income, assets and interests made by members of Parliament under any law, including tax laws.

19. This does not mean that I should replicate the role of the Commissioner for Revenue and declare the Hon. Cutajar to be guilty of a shortcoming under



the legislation administered by his office, if it turns out that she received a brokerage fee as alleged. My primary focus in the tasks of examination and verification under article 13(1)(a) of Cap. 570 is on statements made by members of Parliament in their capacity as members of Parliament and as ministers or parliamentary secretaries (as applicable). In the present case I shall follow the same practice and focus my investigation on the declaration made by the Hon. Cutajar as Parliamentary Secretary.

Third allegation

20. The Complainant's third allegation, that the association between the Hon. Cutajar and Mr Yorgen Fenech in itself represents some form of misconduct on the part of the Hon. Cutajar, reflects the fact that during the time when the negotiations for the sale of the property in question were taking place, it became known that Yorgen Fenech owned the company 17 Black, which was allegedly to be used for bribing persons in government (although it was not yet known that Fenech was a person of interest in the murder of Daphne Caruana Galizia).

21. However, this allegation on the part of the Complainant is tied to the property negotiations, which were concluded more than a year before the complaint was made. Therefore I am unable to investigate this allegation, nor can I incorporate in this complaint and investigate the circumstances of the Hon. Cutajar's speech at the Parliamentary Assembly of the Council of Europe, about which the media reports appeared during the course of this investigation, given that these incidents occurred more than a year before the complaint was made and cannot therefore be investigated in terms of article 14(2) of the Act.

Investigation Procedure

22. The evidence gathered covers information given by witnesses under oath, an audio recording made by Joseph Camilleri without the knowledge of Charles Farrugia, written statements, and facts gathered from the public domain.

23. As part of the investigation I required witnesses to provide information and documents, both in writing and under oath as indicated below.



24. **Joseph Camilleri**, the owner of Green Eyes, presented me with a written statement on 4 January 2021. He testified orally on 8 and 16 February 2021. On 8 February 2021 he provided me with a compact disk containing an audio recording of a conversation with Charles Farrugia which he made without the latter's knowledge. On 2 March 2021 he signed a statement formally releasing the Hon. Notary Ian Castaldi Paris from the obligation of professional secrecy in connection with an affidavit which he swore before him.

25. **Dr Pierre Lofaro**, Joseph Camilleri's lawyer and company secretary for Green Eyes, and who until 20 January 2020 was director of Green Eyes, presented me with a written statement on 4 January 2021.

26. **Carmelo sive Charles Farrugia**, also known as Charlie t-Tikka, a broker in the agreement for the sale of the property to Yorgen Fenech, presented me with written statements on 17 January, 5 February and 24 February 2021. He testified orally on 19 February and 11 March 2021.

27. **The Hon. Notary Ian Castaldi Paris**, before whom Joseph Camilleri made an affidavit on the case, appeared before me to testify about this affidavit on 1 and 2 March 2021.

28. **The Hon. Rosianne Cutajar** appeared before me on 3 March 2021 to see the evidence I had gathered up to that date and to testify. At her request she testified two days later, on 5 March 2021. On 7 and 23 April 2021 she also presented me with documentation consisting of bank statements and phone chats between her and Yorgen Fenech about the Mdina property, together with an affidavit about these chats.

29. The Hon. Cutajar appeared before me again on 21 June 2021 to view the rest of the evidence I had gathered. On 23 June 2021 she presented two witnesses. These were George Cutajar, her father, and Clive Azzopardi, her former driver. Also on 23 June 2021, Dr Edward Gatt, one of her legal representatives, made submissions on her behalf.

30. **Ivan Martin**, a journalist at the *Times of Malta*, appeared before me on 13 April 2021 in connection with Joseph Camilleri's above-mentioned affidavit, which had been the subject of a *Times* report on 1 March 2021.

31. As part of my investigation I also corresponded with the Commissioner of Police regarding the phone chats between the Hon. Cutajar and Yorgen



Fenech on the property in Mdina. I filed an application in Court to obtain the phone chats in question, but the Court did not grant my request.

32. In view of the volume of evidence gathered for the purposes of this investigation, as well as the private nature of some documents forming part of this evidence, I am departing from the practice I adopted in previous investigations, in which I incorporated the evidence as an annex to my case report. In this case the evidence has been divided into three categories:

- **Category A:** documents annexed to this report. This category includes only the complaint that led me to investigate this case, and the declaration of assets made by the Hon. Cutajar.
- **Category B:** documents which are being made available separately, and which are grouped in two volumes. This category includes most of the evidence, including transcripts of oral testimony and written statements provided by witnesses. It is my recommendation that when this report is published, the two volumes of documents in category B are published with it.
- **Category C:** documents which are of a private nature and are therefore kept in my office. This category includes, amongst others, the chats between the Hon. Rosianne Cutajar and Yorgen Fenech, the bank statements of the Hon. Cutajar, and public registry searches regarding the purchase of immovable property by her. I am willing to make these documents available in my office to the members of the Standards Committee, if they so wish.

33. The category of each document referred to in this report is indicated by the prefix “A”, “B” or “C” in the document number. A list of documents in each category is annexed to this report, together with the actual documents in category A.

Summary of Evidence Given by Key Witnesses

34. A summary of the testimony of Joseph Camilleri, Dr Pierre Lofaro, Charles Farrugia, and the Hon. Cutajar is provided below. The testimony of Notary Ian Castaldi Paris and the journalist Ivan Martin is not included here as it deals specifically with the issue of Joseph Camilleri’s affidavit, which is not central to the case and is addressed later in this report.



Joseph Camilleri's testimony

35. Joseph Camilleri confirmed that as the ultimate beneficiary of Green Eyes, he was going to sell a property in Mdina to Yorgen Fenech. He said that the brokerage issue began when he met Charles Farrugia at Café Cordina in Valletta, and told him that he had a property in Mdina for sale.

36. According to Joseph Camilleri, he later agreed with Farrugia on a brokerage fee of one point five percent (1.5%) of the selling price. After a few days he was approached by Farrugia who told him that there was another broker who also wanted one point five percent (1.5%) and that this broker had an interested buyer. Camilleri agreed to pay three percent (3%) overall for both brokers as long as he got the price he wanted. As soon as he accepted, Farrugia told him that the Hon. Cutajar was the second broker. At this stage the identity of the buyer was not mentioned.

37. Subsequently a meeting with the buyer was organised so that he could view the property. It was on that day that Camilleri learned that the buyer was Yorgen Fenech. Camilleri, Fenech, Farrugia and Cutajar were present, although Fenech arrived very late. It was the Hon. Cutajar who communicated and made arrangements with Yorgen Fenech. During the meeting the Hon. Cutajar actively participated in the discussion by urging Fenech to buy the house. Also, according to Mr Camilleri, the Hon. Cutajar was present, together with Mr Farrugia, when they confirmed that Yorgen Fenech had made an offer for the property.

38. When the relevant promise of sale agreement (konvenju) was eventually signed, the Hon. Cutajar was not present.

39. Camilleri says he gave Charles Farrugia and the Hon. Cutajar their halves of the brokerage fee, worth a total of €93,000, on two separate occasions. He gave Farrugia his share at Café Cordina. He claims that Farrugia told him that he would go straight to the Bank of Valletta with the money and put it in a safe deposit box he had there. He claims that he gave Cutajar her share, in the presence of Farrugia, during a meal at the restaurant Il Porticello, in Marsamxett. Camilleri did not know the name of the restaurant but explained that it was a restaurant that did not take credit cards, because the Hon. Cutajar went to pay for the meal with her credit card and he ended up paying himself.

40. When Tumas Group lent the money to Green Eyes to purchase this house, which was therefore still under the promise of sale with the Chinese



national who was its owner, Raymond Fenech, Director of Tumas Group, demanded that Green Eyes lower the price agreed with Yorgen Fenech by €100,000, and an agreement to this effect was made.

41. This meant that Camilleri had paid an excessive brokerage fee in advance and he therefore claimed back a total of €4,000 from Farrugia and the Hon. Cutajar.

42. Camilleri says that Farrugia agreed and gave him a refund of €2,000 initially, and after a few days he gave him €2,000 from the Hon. Cutajar. He also stated that Farrugia originally showed him a cheque by the Hon. Cutajar for the payment of €2,000 but did not give it to him and instead gave him €2,000 in cash.

43. The promise of sale agreement between Green Eyes and Yorgen Fenech (Document B/JC/3) as originally drafted by Dr Lofaro on instructions from Joseph Camilleri included a provision catering for a brokerage fee of four percent (4%) of the value of the property – three percent (3%) from the seller and one percent (1%) from the buyer. However, this provision was struck out by hand by the notary before the promise of sale agreement was signed. According to Camilleri, these words were struck out because Farrugia said that there was no need to refer to the brokerage fee since he trusted the parties.

Testimony of the lawyer Dr Pierre Lofaro

44. Most of the information provided by Dr Lofaro relates to what Camilleri told him. This means that this information can be given weight as evidence insofar as it confirms that Camilleri told his lawyer the same things he said in evidence before me, i.e. Camilleri remained consistent in his version.

45. Aside from this, however, Dr Lofaro stated in writing that on the day the promise of sale agreement was signed, Farrugia had said that the Hon. Cutajar was a broker together with him and therefore it would be better not to mention the brokerage in the agreement. Dr Lofaro said that he heard these words in person. He also said that when he met Farrugia in Valletta by chance, and they talked about the refund of the money paid as a brokerage fee, Farrugia told him that the Hon. Cutajar could not return the money as she had bought a property. Farrugia also told him that he, together with the Hon. Cutajar, had sought advice from a lawyer who told them that Camilleri had no right to demand the return of the money he had given them.



Charles Farrugia's testimony

46. Charles Farrugia testified that while to date he was still working as a broker, he had never acted as a broker with the Hon. Cutajar. He confirmed that he had received cash from Camilleri but said that in his view this money had been given to him *"buona gratia because I managed to put together the promise of sale and it was therefore given to me independently of the contract"* (Doc B/CF/2, page 2, point 5). Therefore, when he was asked to refund the money to Joseph Camilleri, it seemed to him that he was not obliged to give it back.

47. With regard to the involvement of the Hon. Cutajar, Farrugia insisted that she had nothing to do with the deal and did not receive any money as a brokerage fee. He used to discuss the property deal with her, but only because they were close and they talked about many things. Her only involvement in the deal was suggesting Yorgen Fenech as a buyer and introducing the latter to Farrugia and Camilleri. She would communicate with Fenech and Farrugia did not communicate with him himself. When they met to view the property, Yorgen Fenech was running late and she phoned him to see if he was coming.

48. Farrugia said that he received €93,000 in recognition for his part in the property deal in Mdina. This amount represented three percent (3%) of the price of €3,100,000 in the promise of sale agreement. However, Farrugia was not clear in his testimony regarding when he received this money. In his written statement dated 5 February 2021, he said *"I do not remember where Camilleri gave me this payment. If memory serves me well, I think it was in a restaurant in Marsamxett or in a cafeteria in Valletta"* (Doc B/CF/4, page 1, point 1). In his oral testimony on 19 February 2021, he mentioned the café *Charles Grech* but said that he was given a package containing cash at the Marsamxett restaurant (Doc B/CF/6, page 5, line 153). Farrugia confirmed that the Hon. Cutajar was present for this meal. He also said that Yorgen Fenech never gave him money. Asked whether he owned a safe deposit box at the Bank of Valletta, he said that he used to have one but he no longer did so (Doc B/CF/6, page 12, line 395).

49. Farrugia stated that when the price in the final contract was reduced to €3,000,000, Camilleri asked him to return €4,000 of the money he had received *buona gratia*. Farrugia paid the €4,000 in two instalments of €2,000 each within a few days of the request. He says that he paid the first €2,000 in cash which



he had withdrawn from the bank, and the second instalment the following day in cash, the source of which he did not mention.

Hon. Cutajar's testimony

50. The Hon. Cutajar, whilst denying that she acted as a broker and that she took a brokerage fee, confirmed that she had suggested Yorgen Fenech as the potential buyer for Camilleri's property, since she had been present when Camilleri and Farrugia discussed the property for the first time, and since she had known Yorgen Fenech for a long time. She also confirmed that she was present when the parties concerned met to view the property, and that it was she who called Yorgen Fenech when he did not show up on time.

51. The Hon. Cutajar also confirmed that she was present at the meal at a restaurant in Marsamxett but denied Camilleri's allegation that he gave her money.

52. The Hon. Cutajar also confirmed that Yorgen Fenech gave her €40,000, representing €31,000 as the one percent (1%) brokerage fee due, that she was to pass on to Charles Farrugia, and €9,000 as a birthday present to her.

Preliminary Consideration

53. This report revolves around the allegation that the Hon. Cutajar took money as a brokerage fee, notwithstanding her denial. If it turns out that she took the money, then she should have declared it. On the other hand, if she did not take the money, then naturally she had nothing to declare.

54. Therefore, since I was confronted with two diametrically opposed versions, I had to form an opinion on this alleged fact and submit a conclusion to the Committee regarding the allegation on the basis of my evaluation of the relevant evidence.

55. According to the Standards in Public Life Act, after conducting an investigation, the Commissioner for Standards in Public Life should report his view to the Parliamentary Committee for Standards in Public Life for the judgment of the Committee, and the Commissioner may make recommendations when he considers that the allegation forming the core of the investigation –

(a) appears prima facie to have been contrary to law;



- (b) was prima facie in breach of any statutory or any ethical duty as provided under this or any other law; or
- (c) represents the exercise of a discretionary power in a manner which constitutes an abuse of power.

56. That is, with regard to reports of allegations against persons subject to the Act, the Commissioner assumes the role of investigator with all the powers associated with that role; moreover he might decide that there is no room for investigation; he might not find an infringement, and his decision in this regard would be final; he might refer cases to the Police or the Attorney General as the case may be and follow them up. However, where he finds a prima facie breach he should refer his conclusions to the Committee for a decision. It is indicative that the Committee has retained the right or rather the discretion to decide when and whether to publish reports referred to it by the Commissioner.

57. Therefore I must assume that the words “*appears prima facie to have been contrary to law*” or “*was prima facie in breach of any statutory or any ethical duty*” in article 22 of Cap. 570 relate to the degree of proof that I should adopt in the analysis leading me to the conclusions required by law.

58. However, the law does not provide any definition of what constitutes a prima facie case. Needless to say, I do not have any case law or interpretations to refer to either.

59. One can cautiously, and with certain reservations, draw similarities to what is done in our courts as regards the interpretation of “prima facie”.

60. The Constitutional Court explained the position in the field of criminal law in this way in the case *Mark Charles Kenneth Stephens vs Attorney General*:⁵

Although it is generally held that the Court of Magistrates (Court of Criminal Inquiry), at the stage provided for in the aforesaid Article 401(2), decides on a prima facie basis, this does not mean that the decision is a “superficial” one. It only means that, if there is evidence brought by the prosecution on the basis of which the accused can be found guilty of an

⁵ Civil Appeal Number 47/2005/1 – 14 February 2006 (Degaetano, Filletti, Depasquale).



offence within the competence of the Criminal Court, even if there is other evidence that could nullify that evidence, the Court of Magistrates (Court of Criminal Inquiry) should still rule that there are sufficient grounds for placing the accused under an act of accusation – because otherwise the Court of Preliminary Inquiry would be making an appreciation of the evidence which should only be made by the Criminal Court or the Court of Magistrates as a Court of Criminal Judicature.

61. In the context of our courts, therefore, prima facie evidence at the stage of a magisterial inquiry involves the consideration of evidence, i.e. facts. That a person or judge merely suspects or forms an opinion on the subject in question does not constitute evidence. Prima facie evidence serves so that a member of the judiciary, when initially considering the evidence before him or her, can determine whether there is scope for criminal proceedings.

62. In the present case, since Cap. 570 considers the level of evidence to be used as “*prima facie*” evidence, it cannot therefore be that the Complaint is considered with the highest degree of proof, i.e. that which is used in the context of a judgment in a criminal case, namely that of beyond reasonable doubt.

63. In view of the nature of the complaints submitted for the consideration of the Commissioner for Standards in Public Life and the role expected of him, the prima facie standard applied by the investigating magistrate at the conclusion of the stage of compilation of evidence should certainly not be applied, otherwise the Commissioner would have to refer practically every case he receives to the Committee.

64. The level of evidence to be used by the Commissioner for Standards in Public Life is therefore a higher one, i.e. that of the preponderance of probabilities which is normally applied in civil cases, as explained in the case *Enrico Camilleri v. Martin Borg*⁶ where the Court of Appeal held that:

... as is pacifically stated in our case law “the judge, in the civil field, shall rule on the evidence before him, when this induces in him such moral certainty as any tribunal should seek, and not on mere possibilities; but such moral certainty is sufficient, as it is based on the preponderance of

⁶ Court of Appeal (17 March 2003), Civil Appeal Number 478/2000/1, *Enrico Camilleri vs Martin Borg*.



probabilities”. (“Eucaristico Zammit –vs- Eustrachio Petrococchino”, Commercial Appeal, 25 February 1952; “Paul Vassallo –vs- Carmelo Pace”, Civil Appeal, 5 March 1986).

The Court therefore needs to see whether the one version should exclude the other on the balance of probabilities. This would also avoid the risk that the Court would apply the “in dubio pro reo” rule in order to circumvent the issue.

65. Therefore, given that, pursuant to article 22(3) of Cap. 570, what is being submitted for the Committee’s final judgment is an opinion, that opinion should be based on a preponderance of probabilities. It should be based neither on the prima facie standard applied at the compilation stage nor on the “beyond reasonable doubt” standard of evidence applied by the Court of Criminal Judicature.

66. I understand that the degree of proof that the Act requires of the Commissioner is the same degree of proof required at each stage of consideration of a case under the Act.

Considerations on the Merits

Points of agreement

67. There is agreement among the witnesses, including the Hon. Cutajar herself, that she was the one who identified Yorgen Fenech as the prospective buyer of the Mdina property; that she was present when the parties met to view the property; and that she called Yorgen Fenech when he was late for the meeting.

68. The Hon. Cutajar also accepts that she was present with Joseph Camilleri and Charles Farrugia at a meal at a restaurant in Marsamxett, some days after the promise of sale agreement was signed. According to Joseph Camilleri, during this meal the Hon. Cutajar was paid her share of the brokerage fee. Charles Farrugia disputes this but in one of his two versions regarding the payment, he says that during this meal he was given a buona gratia payment equivalent to the three percent (3%) brokerage fee that was mentioned in the original version of the promise of sale agreement.



69. There is no agreement on two points of central importance for this case. The Hon. Cutajar and Charles Farrugia both claim that the Hon. Cutajar was not paid a brokerage fee. Charles Farrugia goes further and says that no brokerage fee was paid. He claims that he alone (and not the Hon. Cutajar) was given a *buona gratia* payment equivalent to three percent (3%) of the value of the sale.

70. I must therefore address two questions on the basis of the evidence I have gathered:

- (a) Was a brokerage fee paid in connection with the Mdina property?
- (b) If so, was the Hon. Cutajar a broker and did she get a share of the brokerage fee?

Was a brokerage fee paid in connection with the Mdina property?

71. This question addresses Charles Farrugia's denial that a brokerage fee was paid. It is not my task to decide matters of a civil nature between Charles Farrugia and Joseph Camilleri, but this question is central to the case under consideration because if it turns out that no brokerage fee was paid, the allegation that the Hon. Cutajar was paid a brokerage fee equivalent to one point five percent (1.5%) of the value of the property is rendered baseless.

72. Farrugia testified orally twice before me, both times under oath. There is a certain ambivalence in his testimony about the payment of €93,000 which he says he was given, in the sense that on the one hand he said that this payment was a gift and not a brokerage fee, but on the other hand he said that the payment was for his role in the property sale – which is precisely why a brokerage fee is paid. For example, Farrugia claimed that Joseph Camilleri never told him he had to split the €93,000 with the Hon. Cutajar, and had Camilleri told him so Farrugia would have replied: *"Listen, I arranged the sale, not Rosianne [...] I did the work, I arranged meetings, I chased people"* (Doc B/CF/6, pages 5–6, lines 165, 172). He also said that *"these are 93,000 as a gift for the work I did, for getting him to where I got him"* (Doc B/CF/6, page 10, line 325).

73. In addition, Farrugia admitted to refunding €4,000 from the amount of €93,000 to Camilleri when the price of the property fell from €3.1 million to €3 million. Asked why he gave back the €4,000 once he was stating that they were not a brokerage fee but a gift, Farrugia said he did so as a point of honour (Doc B/CF/6, page 10, lines 344–347). But the fact remains that, if the €93,000 were



not a brokerage fee, Farrugia would not have been obliged to refund part of them.

74. Asked whether it was true that Yorgen Fenech had paid €31,000 in brokerage fees, Mr Farrugia said, on the first occasion he testified (i.e. on 19 February 2021), that he had not received any payment from Yorgen Fenech (Doc B/CF/6, page 15, lines 488–492). However, on the second occasion Farrugia gave evidence (on 11 March 2021), he admitted that he had received €31,000 from Yorgen Fenech and said *“these amount to the one percent brokerage fee”* (Doc B/CF/9, page 2, lines 27-29). In other words, while Mr Farrugia denied being paid a brokerage fee by Joseph Camilleri, he admitted being paid a brokerage fee by Yorgen Fenech. He also said: *“I did not mention this to you because you did not ask me about it during the last ... meeting I had with you”* (Doc B/CF/9, page 2, lines 29–30).

75. I cannot fail to observe that Farrugia changed his version after the Hon. Cutajar testified on 5 March 2021 and insisted that she had handed over the full €31,000 to Farrugia.

76. When Farrugia testified for the second time, I referred him to an allegation by Joseph Camilleri that Farrugia had initially requested one point five percent (1.5%) as a brokerage fee but later requested three percent (3%) because he said there was another person involved. Farrugia confirmed that he had done so, although he had not mentioned who the other person was. He said that his purpose was *“So that the brokerage fee increases even more”* (Doc B/CF/9, page 3, line 72). Here Farrugia is openly admitting that the sum of €93,000 given by Camilleri was a brokerage fee, and is blatantly contradicting his assertion that this money was a gift.

77. Because of these inconsistencies I cannot consider as credible Charles Farrugia’s version that the payment of €93,000 represented a gift and not a brokerage fee. The promise of sale agreement as originally drafted provided for the payment of a brokerage fee of three per cent (3%) on the part of the seller and one per cent (1%) on the part of the buyer (Doc B/JC/3, page 5, para. 13). Although this provision was struck out by hand by the notary Mario Bugeja when the agreement was signed, both the payment of €93,000 by Joseph Camilleri and the payment of €31,000 by Yorgen Fenech are consistent with it and indicate that the brokerage agreement remained in effect despite the relevant provision having been struck out. Anyone can draw a conclusion as to why the provision in question was struck out.



Was the Hon. Cutajar paid a brokerage fee?

78. In addition to the sworn testimony, which is contradictory, documentary evidence exists which on its own is inconclusive. The documentary evidence consists of the following:

- (a) a compact disk (CD) with a recording of a conversation between Joseph Camilleri and Charles Farrugia, which was made by Camilleri without the knowledge of Farrugia, and in which the Hon. Cutajar is allegedly mentioned;
- (b) registry searches on the purchase of property on the part of the Hon. Cutajar, as well as bank statements of the Hon. Cutajar covering the period of this purchase;
- (c) some phone chats between the Hon. Cutajar and Yorgen Fenech.

Recording of a conversation between Joseph Camilleri and Charles Farrugia

79. Joseph Camilleri's letter of 4 January 2021 included among other attachments a transcript of a conversation he had with Farrugia (Doc B/JC/7). Subsequently I asked him for a copy of the recording itself. On 8 February 2021 Camilleri came to my office and presented the recording on a CD. The recording had been made by Camilleri, who also wrote the transcript. Camilleri informed me that the file had been processed to make it clearer.

80. Since parts of the recording were not clear, even though the file had been processed, I decided not to rely on the Camilleri transcript and I asked a member of staff of my office to draw up a transcript based solely on the recording, i.e. without being influenced by the Camilleri transcript. I could thus rely on a transcript reflecting only what a person who was not present during the conversation could understand from the recording (Documents B/JC/8 and B/JC/9).

81. From the conversation heard between the two men, it appears that Camilleri was insisting that a refund of €89,000 (the €93,000 paid as a brokerage fee by Camilleri, minus the €4,000 paid back to him) was due to him since a final contract had not been entered into, and this amount is not contested by Farrugia. It also appears that Farrugia had received advice from someone about the money that Camilleri had given him.



82. Camilleri insists that at this meeting Farrugia referred to the Hon. Cutajar, in the context that both had appeared as brokers together. In fact, Farrugia is heard saying “*I spoke to her*” and “*because I told her*” (Doc B/JC/9, page 1), indicating that there was a female third party. However, there is no mention in the recording, in so far as it can be understood, of this person’s name or what her involvement was. On its own, therefore, this recording cannot be considered conclusive.

The purchase of property in Hal Qormi by the Hon. Cutajar

83. Both Joseph Camilleri and Dr Pierre Lofaro testified that Charles Farrugia told them that the Hon. Cutajar was unable to repay her share of the €89,000 because she had bought a house.

84. Searches made in the Public Registry show that it is true that the Hon. Cutajar bought a house at that time. However, the Hon. Cutajar provided me with copies of her bank statements to show that she had paid for the property using money she had saved up. I do not feel that these statements should be published and they are therefore included with the evidence in category C, but they support the Hon. Cutajar’s argument in so far as the house was paid for from her savings. The fact that she bought property therefore gives credence on the one hand to the allegation made by Camilleri and Dr Lofaro about what Farrugia had told them, but on the other hand it cannot be taken as some form of proof that she was indeed given money as a brokerage fee, still less that she used it to buy the house.

Phone chats

85. In view of reports appearing in the media about chats between the Hon. Cutajar and Yorgen Fenech which had been gathered as evidence during the criminal compilation process in the case of the murder of Daphne Caruana Galizia, on 17 March 2021 I wrote to the Police Commissioner (Doc B/KP/1) asking him to release copies of the chats in question, as they could constitute material evidence in connection with the role of the Hon. Cutajar in the alleged brokerage.

86. The Police Commissioner replied by letter dated 22 March 2021 (Doc B/KP/2) claiming that due to an order given by the magistrate in the court proceedings pending against Yorgen Fenech, he was precluded from releasing the documents in question.



87. The Police Commissioner's position remained unchanged after I wrote to him again (correspondence dated 22 and 23 March 2021 marked as Doc B/KP/3 and B/KP/4). He suggested that I make the same request directly to the Court.

88. I subsequently filed an application (Doc B/QM/1) requesting that the documents in question, i.e. phone chats or messages exchanged between the Hon. Cutajar and Yorgen Fenech during the period between 1 April 2019 and 20 November 2019, be released to me for the purposes of my investigation.

89. On 30 March 2021, the Court rejected the request (Doc B/QM/2). The Court's reasoning was that those phone chats which had been quoted in newspapers had been published in breach of the publication ban ordered by the Court on 30 November 2020. The Court also took note of my powers under articles 18(2) and (5) and article 19(2) and (5) of the Act, which, in the Court's view, provided sufficient scope for the gathering of evidence. Furthermore, the Court also noted that since the requested messages covered a substantial period, granting the request would have interfered with the right of individuals to privacy in their communications.

90. On 23 April 2021, after I informed the Hon. Cutajar that the Court had rejected my request for the chats, she provided me with copies of two sets of messages exchanged between her and Yorgen Fenech. The first set contained messages from 27 August 2019 which, according to a sworn note by the Hon. Cutajar (Doc B/RC/4), were a "*faithful copy*" and had been given to the Hon. Cutajar "*by the Executive Police as a right of disclosure*".

91. The second set presented by the Hon. Cutajar showed screenshots of messages on WhatsApp between her and Yorgen Fenech, on 24 August 2019.

92. On 23 June 2021 I compared these screenshots with the chats as they appeared on the Hon. Cutajar's mobile phone, and it turned out that there were some chats missing from the screenshots. She subsequently provided me with the complete chat sequence of 24 August 2019.

93. In her sworn note, the Hon. Cutajar states that the chats "*clearly indicate that I never took money relating to the brokerage of an Mdina property, as was alleged abusively against me and from an accurate reading of the said chats it becomes clear that all I obtained was a gift of the sum of Euro 9,000 that Mr Yorgen Fenech decided to give me as a birthday present, a few days before my birthday*".



94. Having examined the chats I cannot agree with this interpretation. The chats indicate that the Hon. Cutajar *said* that she did not receive a brokerage fee, and that Yorgen Fenech believed her. I am stating this because the chats reveal a certain ambiguity in the attitude of the Hon. Cutajar towards the Mdina property deal, as well as in her involvement in the same deal.

95. In the chats, Yorgen Fenech sends the Hon. Cutajar a screenshot of a message he received from Charles Farrugia, in which the latter says that he intends to give something to the Hon. Cutajar to thank her and urges Fenech to give her something as well.⁷ Responding to this screenshot, the Hon. Cutajar tells Fenech that Farrugia will give her a small gift. She jokingly tells him that perhaps Farrugia will give her a watch, but then says that she thinks she will not get anything.

96. On his part, Yorgen Fenech expresses the expectation that the Hon. Cutajar should benefit from the sale of the property. He says that he expects Charles Farrugia to pass on to her the money that Fenech is going to pay him in brokerage fees, i.e. the amount of €31,000 representing one percent (1%) of the property price. Fenech even says he agreed to pay this brokerage fee because he believed that she would receive it.

97. On her part, the Hon. Cutajar on the one hand says that she does not want to get a brokerage fee from Fenech, but on the other hand she agrees with him and says that if Farrugia were to pass the money on to her it would be good because she needs it. She also says that where money is concerned, there are few gentlemen. I understand, therefore, that her objection is not so much to getting a brokerage fee from Fenech, but to *appear* to be getting it.

98. There is also ambiguity in the chats regarding the involvement of the Hon. Cutajar in the property deal. In the chats of 24 August 2019, Fenech asks her to contact Farrugia in order for Fenech to pay him the brokerage fee. However, she tells Fenech that it would be better for him to contact Farrugia directly, so that questions are not raised about how she got involved. But after three days this situation changes, so much so that the Hon. Cutajar accepts the sum of €31,000 from Fenech and agrees to pass it on to Farrugia. The chats give no indication as to how and why this change of attitude took place.

⁷ This particular screenshot was not included in the version of the chats originally given to me by the Hon. Cutajar (see paragraph 92 of this report).



99. Moreover, it does not result from these chats that the €9,000 that Yorgen Fenech gifted to the Hon. Cutajar were a birthday gift. The only reference in the chats to the Hon. Cutajar's birthday was made by her, in which she reacts to the gift by telling him that it would have been better had he bought her a small gift for her birthday. It is worth clarifying, however, that the fact remains that these €9,000 were a gift, and there is no indication in the chats that they were some form of brokerage fee for the Hon. Cutajar. I am therefore prepared to accept that the Hon. Cutajar was under no obligation to declare these €9,000 in her ministerial declaration as income from employment, a profession or commercial activity. The position would be different if the recommendations for changes to the code of ethics that I made on 29 July 2020 were to be accepted.⁸

100. These chats were passed on to me by the Hon. Cutajar. I have no means of knowing whether they are selective or complete since both the Police and the Court have refused to provide me with copies of these chats. I cannot therefore confirm that there are no other references, perhaps on days other than 24 and 27 August 2019, which are relevant to the allegations in favour of or against the Hon. Cutajar's thesis.

101. From the chats it does not emerge that the Hon. Cutajar had no interest in reaping a benefit from the Mdina property deal. On the contrary, she expresses a desire to benefit. It is true that she says she does not wish to get money directly from Yorgen Fenech, but this seems to be simply a matter of appearance. While there is no indication in the chats that she actually received any money, apart from the €9,000 gift, I cannot take the chats as proof that she was not paid a brokerage fee. The chats only show that if she was paid, she did not want to show Fenech.

102. In the chats of 24 August 2019, both Yorgen Fenech and the Hon. Cutajar make uncomplimentary comments in Charles Farrugia's regard. I do not need to quote these comments. However, it is difficult for me to accept without reservation chats in which the Hon. Cutajar comments in this way about an individual whom she had engaged to work with her both when she was the Commissioner for Simplification and when she was Parliamentary Secretary

⁸ See <https://standardscommissioner.com/wp-content/uploads/report-revised-codes-of-ethics.pdf>.



(see Doc B/CF/6, page 1), and who, according to what appears in social media, remains close to her today.

103. In this context, it is worth considering a statement by Joseph Camilleri dated 16 February 2021 (Doc B/JC/11, page 2), in which he states the following:

With regard to the comments you requested from me regarding the brokerage allegedly paid by Yorgen Fenech to Rosianne Cutajar and Carmelo Farrugia, I would say that all I know about this is what Carmelo Farrugia told me. Carmelo Farrugia told me that Rosianne Cutajar had gone to Yorgen Fenech who gave her €30,000 to be split between them. He added that he was thinking that Yorgen Fenech gave Rosianne Cutajar more than that but she gave him only €15,000.

104. I do not feel that I should publish these chats out of respect for the decree issued by the Court. However, I am willing to make them accessible to the members of the Standards Committee in my office if they so wish, and for this purpose the chats are classified as evidence in category “C”.

105. In addition to the aforementioned evidence, one should note what indications emerge from the other evidence. The relevant aspects are the following:

- (a) Joseph Camilleri’s affidavit;
- (b) the role of the Hon. Cutajar in the Mdina property deal;
- (c) the refund of €4,000 paid by Charles Farrugia in two separate instalments.

Joseph Camilleri’s affidavit

106. On 15 February 2021, I wrote to Camilleri by letter (marked Doc B/JC/10) asking him to testify also about a report in the *Times of Malta* that Camilleri had made an affidavit before the Hon. Notary Ian Castaldi Paris, with this affidavit providing further information on the allegation that the Hon. Cutajar refused to refund the amount of €44,500 to Camilleri.

107. Camilleri stated that since he had known the Hon. Castaldi Paris for a long time, he asked him to help by requesting Prime Minister Robert Abela to intervene with the Hon. Cutajar so as to get her to return the money. Camilleri insisted that the affidavit had been made at the suggestion of the Hon. Castaldi



Paris himself, who did not want to go to the Prime Minister without evidence, but subsequently the Hon. Castaldi Paris told him that he had not spoken to the Prime Minister after the story emerged in the media (Doc B/JC/11, page 2). Camilleri testified that he did not have a copy of the affidavit because he had torn it up (Doc B/JC/12, page 3, lines 93–96).

108. The Hon. Castaldi Paris appeared before me on 1 March 2021. Under oath, the Hon. Castaldi Paris confirmed that he had known Camilleri for a long time, but felt that he could not give me any information regarding whether Camilleri had ever sworn an affidavit before him, since he had not been released from his obligation of professional secrecy, and in any case he wanted to see the document allegedly sworn before him. In this regard, we agreed that I could obtain the required release from Camilleri and that the Hon. Castaldi Paris would testify again in this respect (Doc B/ICP/3).

109. On 2 March 2021 Mr Camilleri appeared before me and signed a document (Doc B/JC/13) releasing the Hon. Castaldi Paris from the obligation of professional secrecy with respect to the aforementioned affidavit.

110. Also on 2 March, the Hon. Castaldi Paris appeared before me again. I showed him the release that Camilleri had signed that very day. The Hon. Castaldi Paris still refused to testify as to the existence of an affidavit signed by Camilleri without seeing the affidavit in question, nor did he want to confirm whether Camilleri had produced an affidavit before him.

111. The Hon. Castaldi Paris said that that same morning, he had been threatened by a stranger. This person went to his office and warned him that the affidavit should not be disclosed, as otherwise his relatives “*might be harmed in some way*”. The Hon. Castaldi Paris said this was the second time he had been threatened in connection with the affidavit. He also said that he was only mentioning this incident to put it “*on the record*”. The Hon. Castaldi Paris said that from his end no one knew that he was to testify before me, not even his wife (Doc B/ICP/4, page 1, lines 18–26).

112. It is not up to me to go into the merits of this allegation about threats. It is up to the police to investigate, if the Hon. Castaldi Paris files a report as he told me he intended to do. I can only observe that on 26 February 2021 (Document B/ICP/2), a person in the office of the Hon. Castaldi Paris wrote on his behalf to answer the letter of summons which I had sent him. This indicates



that the Hon. Castaldi Paris was incorrect when he claimed that he had not told anyone that he was to testify before me.

113. On 5 April 2021 I wrote to Ivan Martin, a journalist at the *Times of Malta*, as well as to his editor Herman Grech, to request a copy of the affidavit from which the *Times of Malta* had quoted (Documents B/TOM/1 and B/TOM/2).

114. On 13 April 2021 I met Ivan Martin to discuss the aforementioned affidavit. While the journalist did not provide me with a copy of the affidavit, since in his editors' opinion it had to be withheld for the protection of his journalistic sources, he showed me the affidavit on his laptop. This enabled me to establish that this affidavit does indeed exist. The main points that emerge from it are the following:

- The affidavit was made on 1 December 2020. It contains a statement from Camilleri "*stating on oath and confirming*" but does not contain the customary statement by a notary that it was being sworn before him or her.
- The affidavit contains a stamp which is unclear due to the poor quality of the copy. The words "*Notary Public*" and possibly "*Commissioner for Oaths*" appear, but the name of the notary does not appear. It also contains a signature that may belong to the notary but is illegible.
- According to Joseph Camilleri's testimony in the affidavit, Charles Farrugia claimed one point five percent (1.5%) of the value of the property as a brokerage fee for himself, then claimed another one point five percent (1.5%) for another person as this person had found the buyer.
- Camilleri learned who the buyer was on 9 May 2019, when they met to view the property.
- The Hon. Cutajar wanted to see the property while they were waiting for Yorgen Fenech, so Camilleri showed her the property.
- Fenech arrived an hour late. While they were viewing the property with him, the Hon. Cutajar began to urge him to buy it. Only she spoke to him.
- The promise of sale agreement was signed on 14 May 2019. Camilleri asked about the Hon. Cutajar, but Charles Farrugia told him it would be better for her not to appear because of her position.



- Some days later Camilleri paid €46,500 to Charles Farrugia as his share of the brokerage. On the same day they met the Hon. Cutajar and went in her car to a restaurant in Marsamxett, and there he paid her her share in cash in a small bag.
- Two days later, the Hon. Cutajar phoned him to tell him that she had counted the money with her father and confirmed that the amount was that agreed.
- On 19 November 2019 a document was prepared to extend the promise of sale but Camilleri later realised that Yorgen Fenech had not signed the document.
- Camilleri spoke both to Charles Farrugia and to the Hon. Cutajar to ask for his money back, but they assured him that the sale of the property would take place.
- Charles Farrugia told him that the Hon. Cutajar said she had been given €30,000 by Yorgen Fenech, but he thought Fenech had given her an additional sum.
- Dr Pierre Lofaro did not seem to want to take steps to get the money back, but Camilleri finally persuaded him to write a legal letter/formal intimation to Farrugia and Cutajar.
- By the date of the affidavit, Camilleri had not yet been paid, and he felt they had cheated him.

115. This affidavit is consistent with Camilleri's testimony but adds nothing of a determining nature to it. The role of the Hon. Castaldi Paris in the story of the affidavit and its dissemination in the media remains, at best, ambiguous.

116. In connection with the allegation that Camilleri, Farrugia and the Hon. Cutajar went to the restaurant in Marsamxett in her car, on 23 June 2021 the Hon. Cutajar presented her former driver, Clive Azzopardi, as a witness. He testified that he had spent two years as the Hon. Cutajar's driver, including the period in question. He testified that nobody but the Hon. Cutajar, Charles Farrugia and other members of her office staff ever rode in the car. He was shown a photo of Joseph Camilleri, but he said that he did not recognise him and he had never given him a ride in the car.

117. However, I consider that since the Hon. Cutajar, Charles Farrugia and Joseph Camilleri all agree that they went to eat at a restaurant in Marsamxett,



the means by which they got there is not important. Even if it is true that they did not go to the restaurant in the Hon. Cutajar's car, this should not detract from Camilleri's credibility.

118. In connection with the allegation that the Hon. Cutajar counted the money with her father, on 23 June 2021, the Hon. Cutajar presented him as a witness. George Cutajar, father of the Hon. Cutajar, declared under oath that he did not know Joseph Camilleri and had not counted any money with his daughter.

The role of the Hon. Cutajar in the Mdina property deal

119. The role of the Hon. Cutajar in the property deal, in one form or another, is acknowledged and confirmed by all witnesses, including by the Hon. Cutajar herself, who confirms that it was she who introduced Charles Farrugia and Joseph Camilleri to Yorgen Fenech, who was her friend.

120. In the early stages of the investigation, Joseph Camilleri claimed that the direct negotiations carried out by him were always with Charles Farrugia. However, he maintains that from the outset of the negotiations, Farrugia referred to himself and to the Hon. Cutajar as the parties that had brought Camilleri together with Yorgen Fenech, i.e. as the brokers.

121. This fact was also confirmed by Dr Lofaro, who was present for the signing of the promise of sale and who confirmed that at that stage Farrugia had presented himself as a representative of his interests and those of the Hon. Cutajar in their capacity as brokers.

The refunding of the money

122. A question arises as to why Charles Farrugia reimbursed €4,000 to Joseph Camilleri in two instalments of €2,000. Farrugia initially said he did so because he did not have enough cash, so he needed to withdraw money from the bank some days after being asked for the reimbursement. This is not so credible if you consider that he should have had at least €46,500 in cash at home (if not the whole amount of €93,000, as he maintains). Either way it makes no sense for him to make two separate payments.

123. When he testified for the second time, Farrugia admitted that he had informed Joseph Camilleri that the Hon. Cutajar was going to pay €2,000



herself by cheque, but she then said she would pay them in cash. Camilleri says Farrugia showed him the cheque. Farrugia admitted that he had said these words to Joseph Camilleri with the purpose of perhaps “*softening his heart a little bit*” and waiving these €2,000 (Doc B/CF/9, page 5, line 120). He continued to insist that he wanted to save the money himself, and that he paid the full amount of €4,000 out of his own pocket.

124. On this allegation of payment by cheque which was then not given, the Hon. Cutajar was asked to provide copies of the stubs and her bank statements so that this allegation could be discarded if there were no missing cheques for the relevant period. She provided copies of the statements (but not of the stubs) and from them it emerges that there is one cheque (numbered 23) which appears to have been missed or not redeemed. This was in the period from 9 November 2019 to 19 December 2019. Naturally this does not constitute proof that what Camilleri is alleging is true, since it could have merely been a case of an error in a cheque which was then torn up, but still less is it proof that what Camilleri alleges is not true.

125. This issue aside, it is important to remember that at this stage the sale of the property was still to take place, and the only change was the reduction in the property price from €3.1 million to €3 million. If the Hon. Cutajar had nothing to do with the sale, this means that Farrugia received all the €93,000 in brokerage fees from Camilleri himself. In this context I do not consider it credible that Farrugia should use the name of the Hon. Cutajar, risking harm to a person with whom he was closely associated, just to save €2,000 when he would still be left with a gain of €89,000.

126. The second time he testified, Farrugia also admitted that he had told Dr Lofaro that the Hon. Cutajar could not reimburse her share of the €89,000 because she had spent the money on property. Farrugia stated that he had said these words to Dr Lofaro as an excuse not to refund the money.

127. We have already seen that there is no evidence that the Hon. Cutajar spent her share of the €89,000 on the purchase of a house. However, this is not the point. The point here is that Farrugia is once again admitting to using the Hon. Cutajar’s name and giving the impression that she had been paid €46,500 as her share of the brokerage fee.

128. This means that Charles Farrugia used the name of the Hon. Cutajar for the first time when he requested the brokerage fee to be increased from 1.5%



to 3%; the second time to avoid refunding €2,000; the third time after he refunded €2,000, to take credit with Joseph Camilleri that she paid the money thanks to him; and the fourth time when he said that she could not refund her share of the €89,000 because she had spent the money on a property. Additionally, he seems to have convinced Yorgen Fenech to pay 1% in brokerage fees, when Fenech was not obliged to pay a brokerage fee and, according to the chats between the Hon. Cutajar and Fenech, the latter paid it in the expectation that the Hon. Cutajar would get it.

129. Therefore by applying a standard of proof based on a preponderance of probabilities there is enough reason for me to believe that the Hon. Cutajar was in fact involved in the deal and that she received €46,500 as her share of the brokerage fee, both because of the determining role she played in the introduction of the buyer, and in particular considering Farrugia's evidence. This is in addition to the sworn testimony of Dr Lofaro and Joseph Camilleri.

Final submissions by the legal representative of the Hon. Cutajar

130. On 23 June 2021, Dr Edward Gatt made final submissions on behalf of the Hon. Cutajar in which he raised the following points:

- (a) The degree of evidence in cases before the Commissioner for Standards is the level of prima facie evidence, and hence a low level. However, the Commissioner should still examine whether the content of a version, i.e. the statement setting out the Complaint, is true or not.
- (b) Joseph Camilleri "entrapped" Charles Farrugia to draw out incidents that occurred and that render his version credible in relation to the allegation that the Hon. Cutajar took money as a brokerage fee from him. However, the test of Joseph Camilleri's credibility cannot be made by comparison with the version of events provided by Charles Farrugia, since Farrugia is not the person under investigation. In this respect, it would be unfair and incorrect for Joseph Camilleri to appear credible in the light of Charles Farrugia's testimony. While Farrugia certainly wanted to aid the Hon. Cutajar in these proceedings, *"in truth, if you had to ask me, I would tell you that not only did he not help her, but that if there was someone who caused her trouble, it was him."*
- (c) The messages between the Hon. Cutajar and Yorgen Fenech all show that the Hon. Cutajar did not receive money from Joseph Camilleri, and when those messages were written, no one knew that they would end up



before the Commissioner. The screenshot of a message sent by Farrugia to Yorgen Fenech, and which Fenech subsequently forwarded to the Hon. Cutajar, indicates that Camilleri lied when he alleged that he gave the money to the Hon. Cutajar, as well as that Farrugia wanted either him or Yorgen Fenech to give some money to the Hon. Cutajar.

- (d) Joseph Camilleri involved important people in a fraudulent exercise to take what was not his, and also arbitrarily involved another politician in these proceedings. This was a case of entrapment in which the Notary Ian Castaldi Paris confirmed an affidavit, and then when he appeared before the Commissioner, did not want to say where it ended up.
- (e) As regards the allegation that €300,000 in cash had been paid, questions arise as to the legal possibility that the final contract between Green Eyes Ltd and a new buyer could take place. As soon as the lawyer Dr Pierre Lofaro learned of Joseph Camilleri's affidavit and went to see him, Joseph Camilleri tore up the affidavit. This indicates that the affidavit was false, i.e. Joseph Camilleri committed a criminal offence by taking a false oath.
- (f) A judicial protest presented by Camilleri shows that the alleged brokerage payment is contested. Therefore, even if one believes Camilleri's allegation that the Hon. Cutajar was paid money as a brokerage fee, the money can become hers only when Camilleri makes a statement to the effect that they are hers, or when there is a decision by a tribunal or institution to say that that money belongs to the Hon. Cutajar and not to Camilleri. In the context of a contestation, therefore, the question arises whether or not there is an obligation to declare money at this stage.

131. I am going to address these points in the same sequence in which they are listed here.

- (a) The issue of the standard of proof has already been addressed in paragraphs 54 to 66 of this report.
- (b) It is true that there are a number of assertions made by Joseph Camilleri, under oath, that are denied and/or unsubstantiated by other evidence. However, this is not sufficient to render him not credible as a witness. In the worst hypothesis some of these allegations are contradicted. Besides the denial by the Hon. Cutajar that she took brokerage fees from him, what was denied was that she counted the money with her father and that her driver drove Camilleri when they went to the Porticello



restaurant. The argument that Camilleri entrapped Charles Farrugia in relation to the involvement of the Hon. Cutajar is inadmissible. It was Charles Farrugia who mentioned her name and this was certainly not the result of any manoeuvre by Camilleri, so it is therefore not unfair and incorrect at all to believe Joseph Camilleri because of Farrugia's testimony. Rather, what is not credible is the version of events in which Charles Farrugia deceitfully mentioned the Hon. Cutajar's name in order to make more money from the brokerage. If this was deceit on Farrugia's part, it was deceit at the expense not only of Joseph Camilleri and Yorgen Fenech but also at the expense of the Hon. Cutajar herself. This deceit directly led to her resignation from the post of parliamentary secretary. It is difficult to understand how Charles Farrugia would have been prepared to take advantage of the Hon. Cutajar in this way when he used to say how close they were.

- (c) The issue of the chats was addressed in paragraphs 85 to 104 of this report. In my opinion these chats do not prove that the Hon. Cutajar did not get any share of the brokerage fee that Fenech paid to Farrugia, and still less that she did not get a brokerage fee from Camilleri. They only show that this is what was said to Fenech, and that this led to Fenech paying more money in connection with this deal in the form of the gift of €9,000 to the Hon. Cutajar.
- (d) It is true that Camilleri asked the Hon. Castaldi Paris to persuade the Prime Minister to intervene so that the Hon. Cutajar would refund the money. However, to what extent this is a form of entrapment is certainly questionable. It is a plausible argument that Camilleri genuinely thought he was entitled to the refund of that brokerage fee, but did not wish the matter to go to court for various reasons including the fact that everything was done in cash and without receipts. However, this does not in itself affect the case investigated by me.
- (e) What is alleged in the affidavit is consistent with what Camilleri testified before me. The fact that Dr Lofaro wanted to know what the affidavit contained can be explained by the fact that the deal was conducted in cash and on the brink of legality. He could thus have been afraid because of his involvement as a director of Camilleri's company, even if money did not actually pass through his hands. It may therefore be possible that Camilleri tore up the affidavit not because it was false but in order to avoid the reaction of Dr Lofaro, who feared that it might reflect badly on him. In this context it should be borne in mind that the testimony of Dr



Lofaro lends strong support to Camilleri's version that a brokerage fee was paid to the Hon. Cutajar.

- (f) The submission as to whether the Hon. Cutajar should have declared the money at this stage, given that Camilleri filed a judicial protest (always if one concludes that the Hon. Cutajar received the brokerage fee), is an argument that could have been raised had her defence been that she took the money but did not have an obligation to declare it at this stage, since it was under contestation. In the absence of any admission that she took the money, this argument cannot be accepted.

132. For all purposes in connection with the last point, it must be stated that a judicial protest does not constitute a legal procedure which prevents me, according to law, from continuing an investigation. I have had the opportunity to express this view in a previous report.⁹ Moreover, enough time has elapsed for a court case to be opened, if this were to be done. Therefore, there is no reason why I should suspend my investigation, nor have I been asked to do so in view of the filing of a judicial protest.

Conclusions

133. Primarily, and with reference to the investigation procedure under Cap. 570, article 22 of the same Act stipulates that:

22. (1) The provisions of this article shall apply in every case where, after making any investigation under this Act, the Commissioner is of the opinion that the allegation forming the subject-matter of the investigation –

(a) appears prima facie to have been contrary to law; or

(b) was prima facie in breach of any statutory or any ethical duty as provided under this or any other law.

134. Therefore I am obliged by law to reach a conclusion as to whether or not the crux of the allegation (that the Hon. Cutajar failed to declare a sum of money she was paid as a brokerage fee) is true.

⁹ Report on case K/017, which was submitted to the Parliamentary Committee on Standards in Public Life on 11 February 2021 but was never officially published.



135. I have been confronted with two diametrically opposed versions, both given under oath. On the one hand I have the version of Joseph Camilleri, who incidentally is not the complainant. He says that the Hon. Cutajar was a co-broker, so much so that:

- the brokerage fee agreed with Camilleri doubled when the Hon. Cutajar came into the picture;
- he paid her share of the brokerage directly to her;
- she confirmed with him that she had counted the money and found the amount to be correct;
- she paid €2,000 as her share of the brokerage refund;
- Farrugia referred to her several times;
- she was the person who had found the buyer;
- she was the person who had communicated with the buyer;
- she was the person who had personally been given the brokerage fee by the buyer (to pass it on to Farrugia) together with another sum given to her as a gift in connection with the same deal.

136. On the other hand I have the version of the Hon. Cutajar, who categorically denies taking money as a brokerage fee.

137. There are a number of facts and circumstances which in my view tip the balance and lead me to the level of conviction necessary to submit that the Hon. Cutajar was paid a brokerage fee in connection with the sale of a house in Mdina, in addition to Joseph Camilleri's sworn testimony that he paid Farrugia and the Hon. Cutajar their respective shares separately and in different circumstances.

138. The facts are mainly that:

- (a) the Hon. Cutajar involved herself in the Mdina property deal by finding the buyer; by going to view the property together with the seller, Charles Farrugia and the buyer; by also being present at the meal in Marsamxett where Joseph Camilleri paid the brokerage fee to her or to Farrugia, depending on which version is believed; and by collecting the brokerage fee from the buyer to hand it over to Farrugia (as she and Farrugia maintain);



- (b) as stated by Charles Farrugia himself, he first requested one point five percent (1.5%) of the value of the property as brokerage fees for himself, then requested another one point five percent (1.5%) as brokerage fee for another person;
- (c) when Camilleri asked Farrugia to refund €4,000 from the brokerage fees, Farrugia refunded them in two separate payments of €2,000 each;
- (d) Farrugia himself admitted that at this point he mentioned the Hon. Cutajar so that Camilleri would perhaps “soften his heart” and Farrugia would save the €2,000 which Cutajar allegedly had to refund from her share of the brokerage fee;
- (e) when asked to refund the rest of the brokerage fee, Farrugia said that the Hon. Cutajar could not pay her share because she had bought a house; and
- (f) in spite of the fact that Farrugia mentioned the Hon. Cutajar in this way, so much so that even her lawyer acknowledged that “*if there was someone who caused her trouble, it was him*” (see paragraph 130 above), he remained her close friend.

139. All this is sufficient to induce in me a conviction leading me to find a breach based on the preponderance of probabilities, also considering in particular the statement by Dr Pierre Lofaro that when the promise of sale agreement was signed, Charles Farrugia said that since both he and Rosianne Cutajar were brokers, it would be better to write down that there was no brokerage.

140. Therefore I conclude that the allegation forming the core of the investigation is proven to the level of a preponderance of probabilities. There thus appears to be a prima facie breach of duty in terms of the Standards in Public Life Act, namely that the Hon. Cutajar did not declare the payment of a brokerage fee in the year 2019 as income in the declaration of assets she submitted in the year 2020, as she was obliged to do. This represents a breach of articles 5.7 and 7.3 of the Code of Ethics for Ministers and Parliamentary Secretaries.

141. This report and the two volumes of evidence accompanying it are being submitted to the Committee for Standards in Public Life pursuant to article 22(3)(b) of the Standards in Public Life Act for the Committee’s consideration under articles 27 and 28 of the Act.



142. Given that article 22(3) of the Act also gives me the power to make recommendations, and article 27(3) obliges the Committee to consider such recommendations, it is my recommendation to the Committee that it should forward this report and the accompanying volumes to the Commissioner for Revenue so that he may take any action he deems appropriate in light of the evidence gathered.

143. I also recommend that this report and the accompanying two volumes of evidence in Category B be released publicly as soon as possible in the interests of transparency, and that this should be done while the report is being circulated to members of the Committee in view of the controversy that has arisen each time a copy of a report has been circulated to Committee members.

144. In accordance with the procedure agreed with the Committee, I am also informing the complainant and the Hon. Cutajar that I have duly submitted the report to the Committee, but I am not forwarding a copy of it to them.

Dr George Marius Hyzler

Commissioner for Standards in Public Life



LIST OF DOCUMENTS GATHERED AS EVIDENCE

CATEGORY A

<i>Document</i>	<i>DOC No:</i>
Email from Professor Arnold Cassola dated 20 December 2020	A/1
Declaration of assets of the Hon. Rosianne Cutajar for the year 2019	A/2

CATEGORY B – VOLUME ONE

1. Documents - Joseph Camilleri

<i>Document</i>	<i>DOC No:</i>
Letter to Mr Joseph Camilleri from the Commissioner for Standards dated 22 December 2020	B/JC/1
Written statement by Joseph Camilleri dated 4 January 2021	B/JC/2
A copy of the promise of sale agreement (konvenju) between Green Eyes Limited and Yorgen Fenech, dated 14 May 2019	B/JC/3
A copy of a legal letter/formal intimation sent to the Hon. Rosianne Cutajar and Mr Carmelo Farrugia on behalf of Joseph Camilleri on 9 July 2020	B/JC/4
Letter to Mr Joseph Camilleri from the Commissioner for Standards dated 4 February 2021	B/JC/5
Record of a meeting held with Joseph Camilleri on 8 February 2021	B/JC/6
Transcript provided by Joseph Camilleri of a recording of a meeting which took place on 17 February 2020	B/JC/7
Declaration dated 16 February 2021 about a transcript of the same recording which was prepared by the office of the Commissioner for Standards	B/JC/8
Transcript of the same recording made by the office of the Commissioner for Standards	B/JC/9
Letter to Mr Joseph Camilleri from the Commissioner for Standards dated 15 February 2021	B/JC/10
Written statement by Joseph Camilleri dated 16 February 2021	B/JC/11
Email sent by journalist Ivan Martin to Joseph Camilleri in connection with the promise of sale agreement (konvenju) between	B/JC/11a



Green Eyes Limited and Yorgen Fenech, and the alleged brokerage,
dated 15 February 2021

Email sent by journalist Ivan Martin to Joseph Camilleri informing
him that he is going to proceed with the story in Times of Malta, dated
15 February 2021 B/JC/11b

Email sent by journalist Ivan Martin to Joseph Camilleri requesting
his comments, dated 15 February 2021 B/JC/11c

Transcript of a meeting held with Joseph Camilleri on 2 March 2021 B/JC/12

Release from professional secrecy in connection with the affidavit
made by Joseph Camilleri, dated 2 March 2021 B/JC/13

2. Documents - Dr Pierre Lofaro

Document DOC No:

Letter to the lawyer Dr Pierre Lofaro from the Commissioner
for Standards dated 22 December 2020 B/PL/1

Written statement by the lawyer Dr Pierre Lofaro, dated 4 January
2021 B/PL/2

Note of the office of the Commissioner for Standards regarding a
telephone call between the Commissioner and the lawyer Lofaro,
dated 1 March 2021 B/JC/3

CATEGORY B – VOLUME TWO

1. Documents – Carmelo Farrugia

Document DOC No:

Letter to Mr Carmelo Farrugia from the Commissioner for
Standards dated 7 January 2021 B/CF/1

Written statement by Carmelo Farrugia dated 17 January 2021 B/CF/2

A copy of a legal letter/formal intimation sent to the Hon. Rosianne
Cutajar and to Mr Carmelo Farrugia on behalf of Joseph Camilleri on
9 July 2020 B/CF/2a

Letter to Mr Carmelo Farrugia from the Commissioner for
Standards dated 1 February 2021 B/CF/3

Written statement by Carmelo Farrugia dated 5 February 2021 B/CF/4



Letter to Mr Carmelo Farrugia from the Commissioner for Standards dated 15 February 2021	B/CF/5
Transcript of a meeting held with Carmelo Farrugia on 19 February 2021	B/CF/6
Letter from Carmelo Farrugia regarding a telephone call received from Joseph Camilleri's auditor, dated 24 February 2021	B/CF/7
Letter to Mr Carmelo Farrugia from the Commissioner for Standards dated 8 March 2021	B/CF/8
Transcript of a meeting held with Carmelo Farrugia on 11 March 2021	B/CF/9

2. Documents – The Hon. Ian Castaldi Paris

<i>Document</i>	<i>DOC No:</i>
Letter to the Hon. Ian Castaldi Paris from the Commissioner for Standards dated 24 February 2021	B/ICP/1
Email sent by the office of the Hon. Castaldi Paris confirming the proposed meeting, dated 26 February 2021	B/ICP/2
Transcript of a meeting held with the Hon. Castaldi Paris on 1 March 2021	B/ICP/3
Transcript of a meeting held with the Hon. Castaldi Paris on 2 March 2021	B/ICP/4

3. Documents – The Hon. Rosianne Cutajar

<i>Document</i>	<i>DOC No:</i>
Letter to the Hon. Rosianne Cutajar from the Commissioner for Standards dated 24 February 2021	B/RC/1
Transcript of a meeting held with the Hon. Rosianne Cutajar on 5 March 2021	B/RC/2
Record of a meeting held with the Hon. Rosianne Cutajar at the Commissioner's office on 23 April 2021	B/RC/3
Sworn note by the Hon. Rosianne Cutajar dated 23 April 2021	B/RC/4
Summary of a meeting held with the Hon. Rosianne Cutajar on 21 June 2021	B/RC/5
Summary of the testimony given by Mr George Cutajar on 23 June 2021	B/RC/6



Summary of the testimony given by Mr Clive Azzopardi on 23 June 2021	B/RC/7
Summary of a meeting held with the Hon. Rosianne Cutajar on 23 June 2021	B/RC/8

4. Documents – Times of Malta

<i>Document</i>	<i>DOC No:</i>
Letter to the Editor-in-Chief of the Times of Malta, Herman Grech, from the Commissioner for Standards in Public Life, dated 11 March 2021	B/TOM/1
Letter to the Times of Malta journalist Ivan Martin from the Commissioner for Standards in Public Life, dated 6 April 2021	B/TOM/2
Exchange of emails between the office of the Commissioner for Standards and Mr Herman Grech and Mr Ivan Martin.	B/TOM/3
Transcript of a meeting held with journalist Ivan Martin on 13 April 2021	B/TOM/4
Summary of the affidavit made by Joseph Camilleri as shown to the Commissioner for Standards in Public Life by journalist Ivan Martin on 13 April 2021	B/TOM/5

5. Documents – the Police Commissioner

<i>Document</i>	<i>DOC No:</i>
Letter to the Police Commissioner from the Commissioner for Standards dated 17 March 2021	B/KP/1
Letter to the Commissioner for Standards in Public Life from the Police Commissioner dated 22 March 2021	B/KP/2
Letter to the Police Commissioner from the Commissioner for Standards dated 22 March 2021	B/KP/3
Letter to the Commissioner for Standards in Public Life from the Police Commissioner dated 23 March 2021	B/KP/4



6. Documents – the Court of Magistrates

<i>Document</i>	<i>DOC No:</i>
Application of the Commissioner for Standards in the compilation case in the names “Executive Police vs Yorgen Fenech”	B/QM/1
Decree of the Court of Magistrates in the same compilation, dated 30 March 2021	B/QM/2

CATEGORY C

1. Documents – Joseph Camilleri

<i>Document</i>	<i>DOC No:</i>
Message sent by Carmelo Farrugia to Joseph Camilleri	C/JC/1a
Message sent by Joseph Camilleri to Carmelo Farrugia	C/JC/1b
Message sent by Carmelo Farrugia to Joseph Camilleri	C/JC/1c
Promise of sale agreement (konvenju) signed between Henley Estates Malta Limited and Green Eyes Limited, dated 30 January 2019	C/JC/2
Contract of sale signed between Henley Estates Malta Limited and Green Eyes Limited, dated 6 November 2019	C/JC/3
Contract of sale signed between Green Eyes Limited and Raymond Fenech o.b.o Easysell Properties Limited, dated 27 November 2020	C/JC/4

2. Documents – Dr Pierre Lofaro

<i>Document</i>	<i>DOC No:</i>
Extension of the promise of sale agreement (konvenju) signed between Green Eyes Limited and Yorgen Fenech, dated 18 September 2019	C/PL/1
Notice of a promise of sale agreement (konvenju) issued by the office of the Commissioner for Revenue, dated 31 May 2019	C/PL/2
Notice of a promise of sale agreement (konvenju) issued by the office of the Commissioner for Revenue, dated 7 October 2019	C/PL/3
Amendment of the promise of sale agreement (konvenju) signed between Green Eyes Limited and Yorgen Fenech, dated 15 October 2019	C/PL/4



Loan agreement between Raymond Fenech o.b.o Tumas Group Limited and GreenEyes Limited, dated 15 October 2019 C/PL/5

Notice of a promise of sale agreement (konvenju) issued by the office of the Commissioner for Revenue, dated 7 November 2019 C/PL/6

3. Documents – the Hon. Rosianne Cutajar

<i>Document</i>	<i>DOC No:</i>
Property searches issued by the Searches Unit of the Public Registry, Identity Malta, dated 22 January 2021	C/RC/1
Current account statement of the Hon. Cutajar, dated 1 January 2019 to 31 December 2019	C/RC/2a
Current account statement of the Hon. Cutajar, dated 1 January 2020 to 31 December 2020	C/RC/2b
Home loan account statement of the Hon. Cutajar, dated 1 January 2019 to 4 March 2021	C/RC/3
A copy of a cheque dated 24 July 2019 signed by the Hon. Cutajar relating to the purchase of property	C/RC/4a
A copy of a cheque dated 24 July 2019 signed by the Hon. Cutajar relating to the purchase of property	C/RC/4b
A copy of a cheque dated 24 July 2019 signed by the Hon. Cutajar relating to the purchase of property	C/RC/4c
Sanction letter from Bank of Valletta to the Hon. Cutajar relating to the purchase of property	C/RC/5
Savings account statement of the Hon. Cutajar, dated 1 January 2019 to 31 December 2020	C/RC/6
Exchange of WhatsApp messages between the Hon. Cutajar and Yorgen Fenech, on 24 August 2019	C/RC/7
Sworn note by the Hon. Cutajar, annexed to an exchange of WhatsApp messages between the Hon. Cutajar and Yorgen Fenech, on 27 August 2019	C/RC/8

Email from Prof Arnold Cassola dated 20 December 2020

Ghaziz Kummissarju Hyzler,

Kif qed tara mill-annessi, hemm akkuzi gravi ta' evazzjoni fiskali fid-dikjarazzjonijiet tat-taxxa maghmula minn Edward Zammit Lewis fl-2019 (sena stima 2018) u Rosianne Cutajar fl-2020 (sena stima 2019).

Is-sitwazzjoni tal-On. Cutajar hija ulterjorment aggravata billi l-flus mhux iddikjarati allegatament ghamlithom bhala sensara ta' Yorgen Fenech, minkejja li kienet ga a konjizzjoni tal-fatt li huwa, bhala sid 17Black, kien intenzjonat ixahham Ministru u Chief of Staff fl-OPM.

Nitolbok tinvestiga urgentement dawn il-kazi ghax issa jiena, u l-hafna Maltin onesti, tqazzizna bil-klima ta' impunita' li biha jagixxu numru ta' politici Maltin.

Inselli ghalik,

Arnold Cassola

https://timesofmalta-com.cdn.ampproject.org/v/s/timesofmalta.com/articles/view/junior-minister-chased-to-repay-cash-from-yorgen-fenech-deal.839981.amp?amp_js_v=a6&_gsa=1&usqp=mq331AQHKAFQArABIA%3D%3D#aoh=16084494170642&referrer=https%3A%2F%2Fwww.google.com&_tf=From%20%251%24s&share=https%3A%2F%2Ftimesofmalta.com%2Farticles%2Fview%2Fjunior-minister-chased-to-repay-cash-from-yorgen-fenech-deal.839981

https://www.maltatoday.com.mt/news/national/106595/yorgens_31_million_mdina_deal_r_osianne_cutajar_and_the_judges_husband#.X97-WRjTVaw

<https://theshiftnews.com/2020/12/19/justice-minister-cannot-explain-his-own-tax-return/>

Dikjarazzjoni tal-Assi - Ministru/Segretarju Parlamentari

(Fil-każ li ma jkunx hemm biżżejjed spazju, paġna oħra għandha tiġi mehmuża u mmarkata b'riferenzi fuq din il-formola)

Silta mill-Manwal ta' Proċeduri mehmuż mal-Kodiċi ta' Etika għall-Ministri u Segretarji Parlamentari
(Fil-Kodiċi ta' Etika u l-Manwal, il-kelma "Ministru" meħuda li tinkludi wkoll Segretarju Parlamentari)

Interessi Privati - Dikjarazzjoni tal-Assi

Fi żmien xahrejn mill-ħatra u mhux aktar tard mix-xahar ta' Marzu ta' kull sena, kull Ministru għandu jibgħat lis-Segretarju tal-Kabinett dikjarazzjoni tal-assi li telenka: (a) il-proprjetà immobbli li hi proprjetà tal-Ministru jew li fuqha l-Ministru għandu xi forma ta' titlu; (b) ishma, bonds jew azzjonijiet f'investimenti oħra, li jista' jkollu f'kumpanniji kummerċjali jew partnerships, pubbliċi jew privati; (c) is-somma totali ta' flus li għandu depożitati f'banek u kull xorta ta' interess finanzjarju; (d) karigi ta' direttur u dawk oħra f'kumpanniji kummerċjali, assoċjazzjonijiet, bordijiet, soċjetajiet koperattivi pubbliċi u privati; (e) id-dhul tiegħu fis-sena ta' qabel; (f) is-somma totali ta' self li jista' jkun irċieva u li tkun għadha ma thallsitx lura.

Din id-dikjarazzjoni għandha ttrifletti l-pożizzjoni tal-31 ta' Diċembru tas-sena ta' qabel u fil-lista (a), (b) u (c) imsemmija hawn fuq, għandha tinkludi l-proprjetà tar-raġel jew mart-il Ministru jekk din tkun parti mill-komunjoni tal-akkwisti, kif ukoll tat-tfal minuri tal-Ministru kemm-il darba għandu l-kustodja tagħhom.

(a) Proprjetà Immobbli

1/2 Acre Hal Qormi / Farmhouse

Dar f' Hal Qormi

(b) Ishma, Bonds, jew azzjonijiet f'investimenti oħra f'kumpanniji kummerċjali jew partnerships, pubbliċi jew privati

(c) Is-Somma totali ta' flus depożitati f'banek u kull xorta ta' interess finanzjarju ieħor

€ 22,161 Flexi Plan MSV life
€ 1,614 Joint Account
€ 3,584 Savings

(d) Karigi ta' Direttur u oħrajn

(e) Dhul fl-2019

€ 74,000 (gross)

(f) Is-Somma totali ta' self li tkun għadha ma thallsitx lura fil-31 ta' Diċembru 2019

Loan mal- BOV ta' € 113,818
Loan mal- BOV ta' € 45,417

Niddikjara li d-dettalji tal-interessi privati tiegħi msemmija hawn fuq huma korretti kif kien fil-31 ta' Diċembru 2019.

Isem b'ittri kbar ROSTANNE CUTAJAR Firma 
Titolu Uffiċjali Segretarju Parlamentari Data ta' Dikjarazzjoni _____