



# FIL-QORTI TAL-MAGISTRATI TA' MALTA

## MAGISTRAT DR FRANCESCO DEPASQUALE

Seduta ta' nhar il-Hamis ghaxra (10) ta' Jannar 2019

**Rikors Numru 3/17 FDP**

**Dr Jason Azzopardi  
(ID 143871M)**

vs

**Dr Owen Bonnici  
(ID 273280M)**

Il-Qorti:-

### 1. Premessi

1. Rat ir-rikors promotur ippresentat fid-9 ta' Jannar 2017 fejn ir-rikorrent Dr Jason Azzopardi, filwaqt illi ghamel referenza ghall-konferenza stampa illi l-intimat Dr Owen Bonnici ghamel fic-Centru Nazzjonali Laburista fis-7 ta' Jannar 2017, talab is-segwenti:

*1) Prevoja d-dikjarazzjoni li s-silta mid-diskors waqt konferenza li l-intimat ghamel fic-Centru Nazzjonali Laburista fi Triq Mile End, il-Hamrun fis-7 ta' Jannar 2017 li tidher registrata f'Dok A - huwa libelluz u malafamanti billi jikkontjeni allegazzjonijiet foloz li ghandhom bhala skop li jtellfu jew inaqqsu r-reputazzjoni tieghu; u*

*2) jhallas lir-rikorrenti dik is-somma li tistabilixxi din il-Qorti bhala danni morali a tenur tal-Art. 28 tal-Kap. 248 (Ligi dwar I-Istampa).*

*Bl-ispejjez kontra l-intimat li minn issa qed jigi ngunt ghas-subizzjoni.*

2. Rat illi fid-9 ta' Jannar 2017 ir-rikorrent intavola rikors intavolat mir-rikorrent fejn talab illi l-kawza tieghu tinstema bl-urgenza, liema talba il-Qorti cahdet fl-10 ta' Jannar 2017 stante illi ma kienux jesistu ragunijiet sufficjenti biex kawza bhal din tinstema bl-urgenza a skapitu ta' kawzi ohra li qed jinstemghu minn dina l-Qorti.
3. Rat ir-risposta tal-konvenut Dr Owen Bonnici ippresentat fis-26 ta' Jannar 2017, fejn laqa' ghal dak mitlub billi qajjem is-segwenti linji difensjonali:
  1. *Illi t-talbiet attrici huma infondati fil-fatt u fil-ligi.*
  2. *Illi f'kull kaz u minghajr pregudizzju ghas-sueccepit, d-diskors indikat mi fl attur mhux libelluz fit-termini tal-ligi.*
  3. *Illi subordinatament u minghajr pregudizzju ghas-sueccepit, id-diskors li ghamel l-eccepjent jikkonsisti f'expressjoni ta' opinjoni u apprezzament, jew value judgement, u huwa fair comment fuq materja ta' interess pubbliku, fuq fatti sostanzjalment veri, ammissibbli kemm taht il-Ligi ta' l-Istampa, kemm taht il-Kostituzzjoni ta' Malta u l-Konvenzjoni Ewropeja dwar id-Drittijiet u l-Libertajiet Fondamentali tal-Bniedem.*
  4. *Salvi eccezzjonijiet ulterjuri.*

## 2. Provi

1. Rat illi l-kawza giet appuntata ghall-24 ta' April 2017, f'liema data il-kawza giet differita ghall-provi rikorrenti ghall 1 ta' Gunju 2017.
2. Rat illi fl-1 ta' Gunju 2017 ir-rikorrent talab differiment ghax kien impenjat f'Elezjoni Generali
3. Rat illi fit-28 ta' Settembru 2017 ir-rikorrent talab differiment ghax kien impenjat f'guri u ghalhekk il-kawza giet differita ghad 9 ta' Novembru 2017.
4. Semghet ix-xhieda tar-rikorrent **Dr Jason Azzopardi** moghtija fid-9 ta' Novembru 2017 fejn esebixxa estratt tat-traskrizzjoni tad-diskors illi bih huwa hassu malafamat, kif ukoll estratt ta' minuta tal-file li kien jinsab fil-Lands Department relatata mal-art li dwaru saru l-kummenti.
5. Rat illi fl-14 ta' Novembru 2017 ir-rikorrent ppresenta kopja tar-rapport tan-National Audit Office li tqieghed fuq il-Mejda tal-Kamra tad-Deputati fid 19 ta' Dicembru 2016.
6. Semghet ix-xhieda ta' **Albert Mamo**, li kellu l-kariga ta' Kummissarju tal-Artijiet fiz-zmien meta gara dak illi dwaru saru l-kummenti, prodott mir-rikorrent u moghtija fl-4 ta' Dicembru 2017.
7. Rat illi fl-4 ta' Dicembru 2017 ir-rikorrent ddikjara illi ma kellux aktar provi x'jipresenta.
8. Semghet ix-xhieda in kontro ezami ta' Dr Jason Azzopardi illi saret fid 29 ta' Jannar 2018.
9. Semghet ix-xhieda ta' l-intimat **Dr. Owen Bonnici**, moghtija fid-29 ta' Jannar 2018 u rat id-dokumentazzjoni minnu esebita, ossija estratt tal-process Nru 51/13 fejn xehed Nazzareno

Vassallo, fis-16 ta' Gunju 2015 bhala rapprezentant ta' Vassallo Builders Group Limited, fil-kawza "*Vassallo Builders Group Limited vs Marsovin Limited et*" kif ukoll artikolu illi deher fil-Malta Independent fit-22 ta' Jannar 2017 fejn gie intervistat Tonio Fenech.

10. Semghet il-kontro ezami ta' Dr Owen Bonnici illi saret fil 15 ta' Marzu 2018.
11. Rat illi fit-3 ta' Mejju 2018 l-intimat talab differiment sabiex iressaq il-provi tieghu gurnata ohra.
12. Rat illi fit 18 ta' Gunju 2018 l-intimat iddikjara illi ma kellux aktar provi x'jippresenta u ghalhekk il-kawza giet differita ghas-sottomissjonijet finali.
13. Rat is-sottomissjonijiet rikorrenti ippresentati fl-20 ta' Settembru 2018.
14. Rat illi fil-25 ta' Ottubru 2018 il-konsulent legali ta' l-intimat talab illi jaghmel is-sottomissjonijet tieghu oralment.
15. Semghet it-trattazzjoni orali ta' l-abbli difensuri ta' l-intimat kif ukoll ta' l-abbli difensur tar-rikorrenti, illi saret fit 22 ta' Novembru 2018, wara liema data il-kawza giet differita ghas-sentenza ghallum.

### **3. Konstatazzjonijiet dokumentarji.**

1. Jirrizulta illi, fis-7 ta' Jannar 2012, data meta ntqalu l-kliem illi dwarhom ihossu malafamt ir-rikorrent, ir-rikorrent kien Membru tal-Parlament fl-Opposizzjoni filwaqt illi l-intimat kien Ministru tal-Gustizzja, Kultura u Gvern Lokali fil-Gvern tal-gurnata.
2. Jirrizulta illi, fis-7 ta' Jannar 2012, l-intimat ghamel diskors gewwa il-Kwartieri Generali tal-Partit Laburista fejn ghamel referenza ghal rapport li kien ippubblika l-Awditur Generali f'it gimghat qabel dwar investigazzjoni relatata mat-trasferiment ta' bicca art gewwa Hal-Qormi precedentement okkupata mill-birrerija Lowembrau, liema trasferiment sehh fid-Dipartiment illi tieghu r-rikorrent kien responsabbli bhala Segretarju Parlamentari u, sussegwentement, Ministru snin qabel.
3. Jirrizulta, di fatti, illi fid-19 ta' Dicembru 2016, gie mqieghed fuq il-Mejda tal-Kamra tad-Deputati mill-Ispeaker l-Onorevoli Dr Anglu Farrugia rapport redatt mill-Awditur Generali intitolat "*An Investigation of Property Transfers between 2006 and 2013: The Transfer of Land at Ta' L-Istabal, Qormi*"
4. Jirrizulta illi fl-"*Executive Summary*" tar-rapport investigat u studjat fir-reqqa, ta' 66-il pagna, l-Awditur Generali kellu dan xi jghid dwar it-trasferiment tal-art tal-Gvern, precedentement okkupata mill-birrerija Lowembrau, minn Marsovin Limited ghal ghand Vassallo Builders Group Ltd, liema konkluzjonjeit il-Qorti ser tipproduci 'in toto' ghall-ahjar amministrazzjoni tal-Gustizzja:

1. *On 23 June 2015, the four Government Members of Parliament on the Public Accounts Committee (PAC) requested the Auditor General to investigate the transfer of the site of the former Löwenbräu brewery in Qormi. The PAC specifically requested the National Audit Office (NAO) to ascertain whether the principles of good governance, value for money, transparency and accountability*

*were respected and whether political pressure was exerted with respect to this transfer. Aside from the site in Qormi, reference was made to another three property transfers involving Government undertaken between 2006 and 2013; however, these are reported on separately.*

- 2. The plot of land at Ta' L-Istabal, Qormi, measuring approximately 21,000 square metres, was granted to Löwenbräu Ltd by the Government of Malta on 13 November 1990. This direct allocation of land was authorised by the Minister for Economic Affairs, justified in terms of the economic benefit that was to be generated. The Minister for Economic Affairs established that the allocation was to be made on a perpetual basis against the annual payment of a non-revisable ground rent of Lm 10,000 (€23,294). The contract stipulated that the land was to be used specifically for the production of alcoholic and non-alcoholic beverages.*
- 3. On 1 December 2009, LBM Breweries Ltd submitted a request for the redemption of the perpetual ground rent. The Government Property Department (GPD) endorsed this request on 2 December 2009, simultaneously authorising the cancellation of all the conditions burdening the land in Qormi, which effectively rendered the site free and unencumbered. This agreement was formalised through a contract entered into by Government with LBM Breweries Ltd on 3 December 2009, wherein payment of €465,875 was effected.*
- 4. The legality of the 2009 contract was called into question in 2011, with the Commissioner of Land (CoL) noting that the transfer of the land following the cancellation of the conditions had probably been in breach of the Disposal of Government Land Act, which allowed for the sale of such land to be made only through a call for tenders or through a parliamentary resolution. Negotiations to rectify this situation were held between Government and Vassallo Builders Group Ltd, who had, in the interim, acquired LBM Breweries Ltd. The parties agreed that a Committee be established to determine the freehold value of the land as at 1990. According to the Committee, the value of the land in Qormi was €706,400. The difference between the €706,400 and the €465,875 paid in 2009, that is, €240,525, was settled against compensation due to the Company for other properties that had been previously expropriated. This was transacted through a contract of exchange dated 5 June 2012.*
- 5. The NAO is of the opinion that failure in terms of good governance, to varying degrees, is a recurring theme that emerged throughout its review of this matter. This commences with the terms established by the Minister for Economic Affairs in the direct allocation of land in 1990, who specified that the grant was to be made on a perpetual basis with a non-revisable ground rent, which factors conditioned subsequent developments particularly in view of the fact that the land was to be used for a specific industrial purpose. While the policy governing allocations applicable at the time did not specify the duration of such emphyteutical grants, this Office established, based on information provided by the GPD, that allocations on perpetuity were atypical.*
- 6. The submission of the request to redeem the ground rent by LBM Breweries Ltd remained subject to considerable doubt, as no record relating to this request was retained by the GPD when this should have been the basis of all subsequent developments. The NAO was unable to determine with any degree of certainty the sequence of events leading to the submission of this request, thereby hindering this Office's attempts at establishing a true and factual account of developments leading to the subsequent actions by the GPD officials. This, together with other aspects of*

*the case, detracted from the required level of transparency, shrouding key developments that would eventually lead to the 2009 contract.*

- 7. The manner by which the request for the redemption of ground rent and the cancellation of the conditions burdening the land in Qormi was processed by the GPD raised multiple concerns. Of concern to the NAO was the fact that this process was initiated by the GPD without a request to this effect retained in the relevant GPD file. The request was in fact captured by the Notary GPD, who although uncertain whether the cancellation of conditions was permissible, failed to overtly express concerns regarding the Company's request and its legality in a minute to the Director General (DG) GPD, through the CoL. The views of the CoL were conveyed, albeit in an ambiguous manner, in a minute by the Assistant Director Contracts GPD. Although reference was made to the awareness of the CoL of the request to cancel conditions, authorisation was noted as solely relating to the redemption of ground rent. Notwithstanding this, the involvement of the CoL, or otherwise, remained a point of contention, with conflicting accounts on this matter. Nevertheless, the NAO maintains that the case warranted the direct involvement of the CoL and could not identify any justifiable reason why this was not pursued. Having considered the cryptic minute by the Notary GPD and the ambiguous endorsement by the Assistant Director Contracts GPD following consultation with the CoL, the authorisation by the DG GPD was deemed equally anomalous by the NAO. In this Office's opinion, the DG GPD, and possibly the CoL, failed to appropriately consider the implications of that proposed by the Notary GPD and whether the renouncement by Government of all conditions was legally permissible. This concern was further heightened in view of the fact that the land in Qormi had originally been granted by direct allocation for a specific industrial purpose. These failures in terms of governance had far-reaching consequences on later developments, effectively constraining the GPD into a series of other flawed decisions.*
- 8. The facts of the case render the extraordinary haste of the process amply evident. Following the request as captured in the minute by the Notary GPD, the relevant authorisations were obtained and the contract was finalised in a mere two days. It is in this context that this Office considers the haste in processing the request for the redemption of ground rent and the cancellation of the conditions as highly suspect. More so, when one considers that stated by the GPD officials involved, who maintained that the case had not been discussed with other GPD officials aside from the briefest of minutes documented in the GPD file. The NAO fails to understand how the authorisation process was seemingly carried out through the forwarding of the relevant file, with the haste exhibited impeding any due consideration of whether the action proposed by the GPD was legal, or otherwise. In this Office's opinion, the actions of the GPD officials involved in this process may, to varying extents depending on their involvement and responsibility, be considered as negligent and draw the NAO's gravest concerns.*
- 9. These concerns are further accentuated by the fact that the authorisation of the Minister of Finance, the Economy and Investment or the Parliamentary Secretary Revenues and Land was not sought prior to the signing of the 2009 contract. The NAO is of the opinion that the matter should have been referred for ministerial endorsement, as this case did not solely entail the redemption of ground rent, but the sale of the directum dominium. Furthermore, this Office is of the understanding that ministerial sanctioning was to be the precursor to eventual referral to Parliament or the issue of a call for tenders. The NAO considers this shortcoming as the responsibility of the DG GPD. Furthermore, the NAO fails to understand*

*why the GPD did not obtain any form of legal advice assuring the Department of the legitimacy of the intended course of action, which serious shortcoming can be attributed to the DG GPD, the Notary GPD and the Assistant Director Contracts GPD. Not only did these officials, through negligence or otherwise, fail to safeguard Government's interests, they also acted without due authorisation when failing to refer the matter for ministerial endorsement and subsequent possible parliamentary scrutiny.*

- 10. The contract entered into between Government and LBM Breweries Ltd on 3 December 2009 comprised a payment of €465,875 for the redemption of ground rent and the cancellation of conditions; however, the NAO noted that no charge was specifically levied with respect to the latter. In this Office's opinion, Government's consent to the cancellation of conditions bore considerable impact on the value of the land, which was no longer limited in terms of use. The NAO considers the fact that no charge was levied by the GPD for the renouncement of limitations as an abject failure of the Department to safeguard Government's interests and seriously undermines any consideration of whether value for money was obtained. To varying degrees, responsibility for this lies with the DG GPD, the Assistant Director Contracts GPD, the Notary GPD, and possibly the CoL.*
- 11. Failures noted in terms of their respective involvement resulted in no charge being levied; however, this matter remains secondary to the overarching issue of the legality, or otherwise, of the transaction. Whether the cancellation of conditions, as executed in the 2009 contract, was permissible or otherwise was contentious, with the Notary GPD and the CoL putting forward opposing views. This is directly related to an ongoing court case involving Government; nonetheless, irrespective of the eventual outcome of this dispute, this Office is of the opinion that this matter could have been averted had an open call for tenders or referral to Parliament been resorted to. Aside from eliminating any doubt as to the legal basis of this disposal, resort to any of these options would have ensured an element of transparency and scrutiny. Moreover, the NAO contends that had such procedures been referred to, Government would have secured payment for the freehold value of the land, which value would have gone beyond the mere redemption of ground rent but reflected the true value of the site at the time.*
- 12. Having addressed the incongruent action of all the GPD officials involved in the process in the preceding paragraphs, the NAO draws attention to evidence indicative of prior agreement between Marsovin Ltd and Agrico Ltd (shareholders of LBM Breweries Ltd), and Vassallo Builders Group Ltd, which was contingent on Government acceding to the cancellation of conditions burdening the land in Qormi. This latter aspect is of concern to the NAO as evidence reviewed indicated that Government was aware of, and possibly facilitated, this transaction. This Office's convictions are supported by the preliminary agreement entered into by Marsovin Ltd and Agrico Ltd as vendors and Vassallo Builders Group Ltd as purchasers on 30 November 2009, wherein it was stipulated that the entire shareholding of LBM Breweries Ltd, whose sole asset was the land in Qormi, was to be transferred subject to Government's agreement to cancel the conditions burdening this land within seven weeks. The NAO is of the understanding that the cancellation of these conditions within the stipulated seven-week period was a highly improbable outcome had the appropriate legal mechanisms for the disposal of government land been adhered to. Other supporting evidence was an LBM Breweries Ltd board resolution to proceed with the redemption dated 1 December 2009 and a bank draft by Vassallo Builders Group Ltd payable to the CoL dated 2 December 2009. This must be considered in relation to the request, authorisation*

*and contract, respectively dated 1 December 2009, 2 December 2009 and 3 December 2009. Highly indicative was an affidavit by the Chair Vassallo Builders Group Ltd, wherein it was stated that the representatives of Marsovin Ltd had informed him that they had an agreement with the Minister and the GPD for the cancellation of all the conditions on payment of €465,875. (sottolinjar tal-Qorti) Additionally, Marsovin Ltd had assured Chair Vassallo Builders Group Ltd that once Marsovin Ltd had sourced the required funds, the transaction rendering the site free and unencumbered would be effected within a few days. Although these allegations were denied by all involved, the NAO is of the opinion that the facts of the case lend credence to that stated.*

- 13. The NAO did not find direct evidence of political pressure exerted in the processes reviewed. However, the manner by which the GPD concluded the 2009 contract in a matter of days was deemed highly suspect by this Office. Although the Notary GPD indicated an element of pressure exerted by a representative of Marsovin Ltd, and the Assistant Director Contracts GPD indicated pressure by the DG GPD, these alone do not explain the immense haste with which the Department concluded the contract. The context for the exertion of pressure was certainly set with the preliminary agreement entered into by Marsovin Ltd, Agrico Ltd and Vassallo Builders Group Ltd, wherein a seven-week timeframe was established within which Government was to agree to the cancellation of all the conditions burdening the land in Qormi. This was a highly improbable outcome, which should never have transpired in the manner that it did, in terms of haste and method. While later deemed illegal, this was seen through in a matter of days. The NAO considers this as highly indicative of pressure being exerted for the conclusion of the 2009 contract, which albeit not necessarily political, was effective to the extent that a disposal of government land that was not meant to be undertaken in the manner that it was, was concluded in a matter of days, and without any charge levied by Government. Pressure to this end could have been exerted by the GPD officials or the third parties involved in this transaction, who all categorically denied this in reply to queries put by this Office. Nonetheless, an element of political pressure was asserted by the Chair Vassallo Builders Group Ltd, who alleged that Marsovin Ltd had prior agreement with the 'Minister' and the GPD. The Director Marsovin Group Ltd negated this allegation, as did the Minister of Finance, the Economy and Investment and the Parliamentary Secretary for Revenues and Land, who indicated that they were not aware of the case at the time. Queried in this respect, the Chair Vassallo Builders Group Ltd indicated no knowledge of who the 'Minister' was. While the NAO cannot rule out pressure being exerted by any of the aforementioned, or possibly by other persons who did not come to this Office's attention, the facts of the case render immediately evident that pressure was in fact exerted to the detriment of Government's interests.*
- 14. Concerns regarding the 2009 contract emerged in 2011, which led Government to enter into negotiations with CaterGroup Ltd. The NAO's concern was drawn to the fact that no documentation was retained in this respect, thereby limiting this Office in formulating a complete and accurate understanding of the precise developments registered. Ultimately, the parties agreed that a Committee was to be appointed to establish the freehold value of the land in Qormi as at 1990. This Office deems the application of 1990 rates as fundamentally flawed, particularly in view of the fact that the site comprising developable land of approximately 20,000 square metres was valued at €706,400. The NAO considered this valuation as grossly understated and misrepresentative of the true value of this land. This Office is of the opinion that value for money was not assured through Government's efforts at corrective*

action in 2012. In the NAO's understanding, compensation payable to Government for the renouncement of conditions should have been valued at the time of such renouncement and not based on when the original emphyteutical grant was made. For this Office contends that it was then that the nature of the land was intrinsically altered, since no constraints in terms of use remained, resulting in an inevitable substantial increase in value. Given that the cancellation of conditions effected in the 2009 contract was deemed invalid, then the NAO is of the opinion that the conditions were to be valued as at 2012, when the limitations on use were rescinded.

15. Concerns in this respect were further accentuated following the NAO's establishment of the freehold value of the land as at 2012, determined as €7,839,000. Were it to be argued that the *directum dominium* was transferred in 2009, then the adjusted value of the land in Qormi as at this date would have been €8,466,000. Comparison of these values to that charged by Government results in a discrepancy of a magnitude that cannot be reasonably explained and extends beyond any limit of acceptability or fairness. In this Office's opinion, this variance represents the extent of the failure by the GPD in ensuring that Government was adequately compensated for land disposed of. The valuation of the land as at 1990 warped and compromised any notion of fair value, and it is in this context that the NAO considers the DG GPD and the CoL as answerable for this failure. In this Office's opinion, the Minister for Fair Competition, Small Business and Consumers (hereinafter referred to as Minister MFCC) also shoulders an element of responsibility in this respect, for he was aware of the nominal compensation being claimed by the GPD. (sottolinjar tal-Qorti) In sum, in the NAO's understanding, the value assigned to the land remained far from fair, just or right and hence not representing value for money.
16. The NAO was unable to determine who decided that the Committee was to value the land by applying 1990 rates, yet ascertained that this consideration was not imposed by the Committee. Notwithstanding the shirking of responsibility by the DG GPD and the CoL, this Office maintains that both were ultimately responsible for failing to comprehensively rectify the error committed by the Department in 2009, again failing to ensure that Government be adequately compensated for land disposed of. The NAO is of the opinion that this represents a grave failure in terms of good governance, transparency and accountability. Although the Minister MFCC contended that the decision to value the land as at 1990 was not within the remit of the politician, this Office maintains that failure to question the grossly misrepresentative value of the land was a shortcoming in terms of ministerial oversight. For it was the responsibility of the Minister MFCC to safeguard Government's interests and ensure that the GPD acted in line with this objective. It is in this context that the Minister MFCC bears a degree of responsibility for this gross misrepresentation of the value of the land. (sottolinjar tal-Qorti)
17. The NAO established that the transfer of the land in Qormi through the contract of exchange dated 5 June 2012 was in accordance with legislation regulating the disposal of government land. However, this Office is of the opinion that the exchange can only be deemed legitimate insofar as the values of the lands exchanged reflect their true value. In this case, the NAO disputes the basis of this exchange in view of its serious reservations regarding the valuation of the land in Qormi. In this Office's opinion, adherence to the law does not necessarily imply that Government respected the principles of good governance, accountability and transparency. The application of 1990 rates renders this concern immediately evident. In the NAO's understanding, these principles could have been better safeguarded had Government resorted to the disposal of land following referral to



*Parliament or subsequent to a call for tenders. While the NAO reaffirms that resort to exchange was a legally valid option, this Office is of the opinion that this course of action effectively circumvented the expected level of scrutiny provided by Parliament and in public calls for tenders.*

18. *This Office was unable to understand why the 2012 contract did not include the forfeiture, by LBM Breweries Ltd, of compensation for portions of land that had been expropriated, thereby exposing Government to possible claims in this respect. Other concerns related to the omission of a clause in the 2012 contract considering this transaction as full and final settlement, hence failing to definitely conclude the matter and ensure that Government was immune from possible legal action.*

19. *In view of the limited documentation of key developments retained by the GPD and the often conflicting accounts of events, the NAO was at times unable to determine the precise involvement of the Government officials and third parties. Shortcomings in this respect impeded the Office from establishing who was responsible for key decisions that led to the 2009 and 2012 contracts. In the case of the 2009 contract, gaps in accountability were most evident in the process leading to Government's agreement to the cancellation of all conditions burdening the land. Specific reference in this sense is made to the Notary GPD, the Assistant Director Contracts GPD, the DG GPD and, possibly, the CoL. The NAO was unable to establish a comprehensive understanding of the initial request made by LBM Breweries Ltd, with developments as recorded on file and communicated by the officials involved an unlikely, often conflicting and incomplete account of events. Also unlikely was the manner in which the request was vetted and approved by the GPD, with endorsement a mere formality eliciting no real consideration of the merits of the case. It is in this context that the NAO considers the involvement of the GPD officials as ambiguous, devoid of the expected level of accountability that should characterise decisions of this nature.*

5. *Jirrizulta illi fil-Konferenza Stampa illi giet indirizzata mill-intimat gewwa l-Kwartieri tal-Partit Laburista fis-7 ta' Jannar 2017, l-intimat tkellem dwar dana ir-rapport u l-konkluzjonijiet illi saru hemm, u r-rikorrent, fil-proceduri odjerni, esebixxa l-parti mid-diskors illi dwaru huwa hassu malafamat, fejn l-intimat qat is-segwenti:*

*Issa hawnhekk qieghed f'posizzjoni li nizvela xi haga ohra jien, li lanqas qieghda fir-rapport tal-Awditur Generali. Jien ghidtilkom Ili Zaren Vassallo kien ircieva ittra wara PQ minghand il- Kummissarju tal-Artijiet. Zaren Vassallo meta kien ircieva dik l-ittra minghand il-Kummissarju tal-Artijiet, ghandna informazzjoni bil-gurament - informazzjoni bil-gurament - illi Zaren Vassallo mar jiltaqa' ghand Jason Azzopardi u Jason Azzopardi qallu illi se jfittxu kompromess.*

*Mela mhux biss, kif qal l-Awditur Generali li jinsab cert li l-file wasal ghand il-Ministru - il-file wasal ghand il-Ministru u l-Ministru ffirma. Imma jiena qieghed f'pozizzjoni li nghid, ahna qieghdin f'posizzjoni li nghidu, illi ghandna informazzjoni bil-gurament, nerġa' nghid, illi meta Zaren Vassallo rcieva dik l-ittra mill-Kummissarju tal-Artijiet mar ghand Jason Azzopardi u Jason Azzopardi - li l-hin kollu jippredka fuq il-good governance, u jaghmel dak il-wicc ta kanonku, u jghid kemm huwa sewwa li... u naqbel mieghu favur il-good governance - Jason Azzopardi, dan l-istess wiehed li jghajjar lil kulhadd korrott, dan il-bniedem lil Zaren Vassallo qallu "Insibu kompromess".*

*U sabuh il-kompromess ghaliex hatru tliet periti: wiehed minnhom, ic-chair, Alex Torpiano, l- iehor magħżul minn Zaren Vassallo u l-iehor magħżul mill-Gvern. Hatru dawn it-tliet periti u stmaw il-kundizzjonijiet bil-valur tan-1990. Qiesni jien, nerga' nghid, ha nbiegh lil Maria l-proprjetà tieghi, nghidilha però "Maria ta, ghax jiena qalbi tajba, mhux bil-valur tal-lum ta ha nbieghielek bil-valur tan-1990." Dan huwa Jason Azzopardi.*

*U nerga' nghid minn mindu hareg dan ir-rapport fid-deher, Jason Azzopardi ma refa' ebda responsabbiltà. U Jason Azzopardi ghandu jerfa' r-responsabbiltà politika ghal dan il-każ serjissimu li qed nitkellmu fuq art tal-Gvern b'wiehed u ghoxrin elf metru kwadru.*

6. Jirrizulta, di fatti, illi l-intimat, kemm waqt il-Konferenza Stampa fuq imsemmija, kif ukoll waqt il-proceduri odjerni, ghamel referenza ghal-xhieda moghtija minn Nazzareno Vassallo, fi proceduri mibdija minn 'Vassallo Builders Group Limited vs Marsovin Limited et', fejn, meta xehed quddiem il-Prim Awla tal-Qorti Civili fis 16 ta' Gunju 2015, qal, fost affarjiet, is-segwent:

***Dr Joseph Camilleri:** Il-procedura tat-tlett periti li wasslu ghall-evaluation, kemm tghidilina inti personalment kont involut fiha jew aktar mexxewk ma nafx forsi l-avukati jew haddiehor?*

***Xhud:** Mela, ha mmur pass lura. Din l-ewwel messaggi li rcevejna min-naha tal-Lands kienet li dawn iridu kumpens ta' iktar minn disa' mitt elf biex inehhu din il-kundizzjoni.*

***Qorti:** Meta tghid dawn Sur Vassallo ghal min qed talludi?*

***Xhud:** Ghal-Lands, ircevejt risposta mil-Lands ghax jiena tkellimt u anke kont mort ghand il-Ministru responsabbli dak iz-zmien u r-risposta kienet dan pero' lesti li npoggu madwar mejda u nsibu kompromess. Jiena dejjemi bqajt niehu l-atitudni isma' jekk dan huwa zball taghkom m'ghandix ghalfejn inhallas ghalilh jien ghax huma qalu ghax ghamilna zbal fl-atitudni, kif imxew huma. Imbaghad kien hemm suggeriment illi naghmlu arbitragg, u jien qbilt ma l-idea u ftehmna fuq chairman ta' dan l-arbitragg li kien il-Professur Torpiano u z-zewg nahat kellhom jinnominaw perit kull wiehed.*

7. Jirrizulta illi Nazzareno Vassallo qatt ma ttella minn ebda mill-partijiet sabiex jichad u/jew jikkonferma dak illi huwa kien gia qal bil-gurament quddiem il-Prim Awla tal-Qorti Civili.
8. Jirrizulta illi l-intimat, biex jiggustifika l-konkluzjonijiet minnu milhuqa illi Vassallo kien qieghed jirreferi ghar-rikorrent meta l-istess Vassallo uza l-kliem "Ministru ikkoncernat", iproduca wkoll artikolu illi deher fil-harga ta' **The Malta Independent** fit 22 ta Jannar 2017, jigifieri wara illi nbdew il-proceduri odjerni, u wara illi r-rapport tal-Awditur Generali w l-konkluzjonijiet milhuqa kienu gew diskussi fuq proqrammit a' diskussjoni fuq l-istazzjon nazzjonali tat-Televizjoni TVM, fejn gie rappurtat is-segwent:

*This newspaper also spoke to Mr Fenech, who denied having met Mr Vassallo on the topic in question. "I cannot say that I never spoke to him but we never discussed this subject."*

*Mr Fenech added that Mr Vassallo had had no reason to speak to him because Vassallo's disagreement was with Marsovin, not the government. "The NAO report makes it clear that the Lowenbrau report was never placed on my desk."*

*The former finance minister said in 2011 he had a Parliamentary Secretary responsible for lands under him – Jason Azzopardi – and the latter would deal with that sector unless it was something out of the ordinary. "If Zaren Vassallo had come to speak to me I would have sent him to Jason. If his file had been brought to me, I would have sent it to Jason. But none of those things happened."*

9. Jirrizulta illi Tonio Fenech qatt ma ttella minn ebda mill-partijiet sabiex jichad u/jew jikkonferma dak illi kien irrappurtat illi qal lill gazzetta The Malta Independent.

#### 4. Konstatazzjonijiet legali

1. Jirrizulta illi l-intimat, fid-difiza tieghu, sahaq illi ma kien hemm xejn libelluz f'dak illi kien qal filwaqt illi insista illi dak li kien qal kien 'value judgment' u 'fair comment' dwar materja pubblika, bbazata fuq fatti sostanzjalment veri, li kienu accettabbli f'socjeta demokratika.
2. In vista ta' tali difiza, ikun ipportun illi jitqiesu xi principji generali stabblilit mill-Qrati lokali u esteri dwar tali kuncett.
3. Kif intqal fis-sentenza **Ligens vs Austria**, mhaddna mill-Qorti Maltin ukoll, il-politiku huwa soggett ghall-livell ta' kritika ferm oghla minn-normal, u di fatti, s-sentenza tgħid:-

*The limits of acceptable criticism are accordingly wider as regards a politician as such than as regards a private individual. Unlike the latter, the former inevitably and knowingly lays himself open to close scrutiny of his every word and deed by both journalists and the public at large, and he must consequently display a greater degree of tolerance. No doubt Article 10 para. 2 (art. 10-2) enables the reputation of others - that is to say, of all individuals - to be protected, and this protection extends to politicians too, even when they are not acting in their private capacity; but in such cases the requirements of such protection have to be weighed in relation to the interests of open discussion of political issues.*

4. Kif intqal fil-Qorti Ewropea għad-Drittijiet tal-Bniedem fil-kawza **Chauvy and Others vs France** deciza fid 29 ta' Gunju 2004,

*Freedom of expression constitutes one of the essential foundations of a democratic society and one of the basic conditions for its progress and each individual's self-fulfilment. Subject to paragraph 2 of Article 10, it is applicable not only to "information" or "ideas" that are favourably received or regarded as inoffensive or as a matter of indifference, but also to those that offend, shock or disturb. Such are the demands of that pluralism, tolerance and broadmindedness without which there is no "democratic society". As set forth in Article 10, this freedom is subject to exceptions, which must, however, be construed strictly, and the need for any restrictions must be established convincingly.*

5. Kif gie osservat fil-kawza **Delphi AS vs Estonia** deciza mill-Qorti Ewropeja tad-Drittijiet tal-Bniedem fl-10 ta' Ottubru 2013, id-dritt tal-liberta' ta' l-esspressjoni, li giet invokata mill-intimat, giet ikkunsidrata kif gej:

*78. The fundamental principles concerning the question whether an interference with freedom of expression is “necessary in a democratic society” are well established in the Court’s case-law and have been summarised as follows:*

*(i) Freedom of expression constitutes one of the essential foundations of a democratic society and one of the basic conditions for its progress and for each individual’s self-fulfilment. Subject to paragraph 2 of Article 10, it is applicable not only to ‘information’ or ‘ideas’ that are favourably received or regarded as inoffensive or as a matter of indifference, but also to those that offend, shock or disturb. Such are the demands of pluralism, tolerance and broadmindedness without which there is no ‘democratic society’. As set forth in Article 10, this freedom is subject to exceptions, which ... must, however, be construed strictly, and the need for any restrictions must be established convincingly ...*

.....

*80. The Court reiterates that the right to protection of reputation is a right which is protected by Article 8 of the Convention as part of the right to respect for private life. In order for Article 8 to come into play, however, an attack on a person’s reputation must attain a certain level of seriousness and be made in a manner causing prejudice to personal enjoyment of the right to respect for private life.*

*81. When examining whether there is a need for an interference with freedom of expression in a democratic society in the interests of the “protection of the reputation or rights of others”, the Court may be required to ascertain whether the domestic authorities have struck a fair balance when protecting two values guaranteed by the Convention which may come into conflict with each other in certain cases, namely on the one hand freedom of expression protected by Article 10, and on the other the right to respect for private life enshrined in Article 8.*

*82. The Court has found that, as a matter of principle, the rights guaranteed under Articles 8 and 10 deserve equal respect, and the outcome of an application should not, in principle, vary according to whether it has been lodged with the Court under Article 10 of the Convention by the publisher of an offending article or under Article 8 of the Convention by the person who has been the subject of that article. Accordingly, the margin of appreciation should in principle be the same in both cases.*

*83. The Court has considered that where the right to freedom of expression is being balanced against the right to respect for private life, the relevant criteria in the balancing exercise include the following elements: contribution to a debate of general interest, how well known the person concerned is, the subject of the report, the prior conduct of the person concerned, the method of obtaining the information and its veracity, the content, form and consequences of the publication, and the severity of the sanction imposed.*

6. Fil-kawza **Erla Hlynsdottir vs Iceland** deciza mill Qorti Ewropeja ghad-Drittijiet tal-Bniedem fil 21 ta' Ottubru 2014, intqal is-segwenti:

*A fundamental distinction should be made between statements that are to be categorized as factual assertions and value judgments. In its contextual examination of the disputed statement as a whole, the Court must carry out its own evaluation of the impugned statement. Furthermore, the Court has acknowledged that the distinction between value-judgments and statements of fact may be blurred, and that the issue may need to be resolved by examining the degree of factual proof.*

7. Dana l-argument huwa rifless anke fid-decizjoni illi l-istess Qorti kienet tat fil-kawza **Sizma vs Hungary** deciza f'Ottubru 2012 fejn intqal is-segwenti:

*"The Court would add that in order to assess the justification of the statements in question, a distinction needs to be made between statements of fact and value judgments, in that, while the existence of facts can be demonstrated, the truth of value judgements is not susceptible of proof. The requirement to prove the truth of a value judgment is generally impossible to fulfil and infringes freedom of opinion itself, which is a fundamental part of the right secured by Article 10. The classification of a statement as a fact or a value judgment is a matter which, in the first place, falls within the margin of appreciation of the national authorities, in particular the domestic courts. However, even where a statement amounts to a value judgment, there must exist a sufficient factual basis to support it, failing which it may be."*

8. Dwar 'fair comment', imbghad, **Gatley on Libel and Slander** jghid:

*To succeed in a defence of fair comment the defendant must show that the words are comment, and not a statement of fact. He must also show that there is a basis of fact for the comment, contained or referred to in the matter complained of. Finally, he must show that the comment is on a matter of public interest, one which has expressly or implicitly put before the public for judgment or is otherwise a matter with which the public has a legitimate concern. If, however, the plaintiff can show that the comment was not made honestly or was actuated by malice, he will defeat the plea.*

9. Fil-kawza **Dr Louis Galea vs Etienne St John u Felix Agius** deciza fit 30 ta' April 2015, intqal is-segwenti :

*... dwar l-aspett tad-difiza tal-kumment gust ilu zmien jinghad mill-Qrati taghna li, biex id-difiza tal-kumment gust tkun tghodd, jehtieg li min jistrieħ fuqha jsehħlu juri li (a) l-kumment kien imsejjes fuq fatt li jkun issemma fil-pubblikazzjoni li minnha jittressaq l-ilment; (b) il-fatt imsemmi jrid ikun sostanzjalment minnu; (c) il-kumment irid jintwera li jkun gustifikabbli jew misthoqq; (d) il-kumment irid ikun tali li jikkwalifika bhala kritika u mhux zebliħ, tghajjir jew insolenza; u (e) irid jagħti l-fehma onesta tal-kummentatur u li l-pubblikazzjoni ta' dik il-fehma ma saritx b'ħazen jew bil-ħsieb preciz li jwegġa' lil dak li jkun.*

10. Tali tagħlim huwa anke rifless f'gurisprudenza estera u, di fatti, fil-kawza **Spiller vs Joseph** deciza mill-Qorti tal-Appell Ingliza fl-1 ta' Dicembru 2010, Lord Phillips ghamel is-segwenti konsiderazzjonijiet meta wiehed iqis id-difiza ta' 'fair comment':

*A subsidiary but important issue was what it was that a defendant had to prove in order to establish the defence of fair comment. Counsel for the plaintiff submitted that the defendant had to establish that: (i) the words complained of were comment; (ii) the comment was on facts; (iii) the facts commented on constituted a matter of public interest; (iv) the comment was objectively “fair”; that is the comment was one that was capable of being honestly founded on the facts to which it related, albeit by someone who was prejudiced and obstinate; (v) the comment represented the defendant’s honest opinion. If he discharged all these burdens, the defence could none the less be defeated by proof of malice on the part of the defendant, but the onus of proving malice lay on the plaintiff. Both the Court of Appeal and the House of Lords held that there was no burden on the defendant to establish the fifth element. The defendant’s honesty was assumed unless the plaintiff could disprove it by establishing malice.*

11. Finalment, kif osservat dina l-Qorti, kif ppresjeduta, fil-kawza ‘**Jesmond Mugliette vs Alfred Sant**’

*Din il-Qorti tirrileva wkoll illi wasal il-mument illi tali regola titwessa aktar fis-sens illi meta jkun hemm dibattitu politiku ghaddej bejn politici, tali livell ta’ kritika ghadha interpretata f’livell aktar wiesgha minn dak ipprovdut hawn fuq, peress illi d-dibattitu politiku huwa l-pern ta’ socjeta demokratika u, ghalhekk ghandha tigi protetta u stimolata minn dina l-Qorti u mhux imxekkla fl-operat taghha.*

## 5. Konstatazzjonijiet tal-Qorti

1. Jirrizulta illi r-rikorrent hass ruhu aggravat b’dak illi allega l-intimat dwaru u, fi kliem r-rikorrent stess moghtija lill-Qorti waqt ix-xhieda tieghu, “*hija gidba fahxija li jigi Owen Bonnici jghid li jien ltqajt ma’ Zaren Vassallo biex insibu kompromess*”. (fol 28)
2. Jirrizulta illi dina kienet ir-raguni ghaliex r-rikorrent nieda dawna l-proceduri odjerni, stante illi insista illi ma kienx minnu li huwa qatt ltaqa ma’ xi hadd minn Vassallo Group sabiex jiddiskuti l-problema illi l-istess socjeta kienet qed tiffaccja rizzultat ta’ talba ghal rexissjoni tal-kuntratt da’ parte tad-Dipartiment tal-Artijiet.
3. Jirrizulta illi r-rikorrent, ghajr ghax-xhieda tieghu, pproduca bhala xhud principali s-sur Albert Mamo, illi kien, dak iz-zmien, il-Kummissarju tal-Artijiet, li spjega dak li gara kif gej:

*Iktar tard, igifieri ghaddiet anke nahseb sena, sirt naf x’gara, gie jghidli xi hadd u kien hemm xi haga fil-gazzetti wkoll. Cempilt mill-ewwel lil Ministru, ghidtlu isma’, dak iz-zmien kien Dr Jason Azzopardi, ghidtlu isma’ gara hekk, hekk u hekk. (sottolinjar ta’ dina l-Qorti) Ghidtlu dan spicca li dawn fdew ic-cens, hadu art ta’ 25 tomna biex jaghmlu fabbrika u issa dawn gew ghandhom bicca art jistghu juzawha ghalxiex iridu u sempliciment 240 thousand li hallsu biex fdew ic-cens. Ghidtlu li din ma jistax ikun, ghidtlu din indirettament gew kontra l-Lands Disposal Act. Ghax il-Lands Disposal Act, biex inti tiehu art biex tizviluppaha kummercjament trid jew tmur Board jew rizzoluzzjoni tal-Parlament. Jew inkella takkwistaha b’xi tpartit. Igifieri this is it. Dr Azzopardi ghamilli minuta fejn qalli hu l-azzjoni legali possibbli u mort ghand l-AG. Kellimt l-AG Dr Peter Grech, mort l-ufficcju dakinhar stess u hragt ittra ufficjali. (fol 87)*

4. Jirrizulta illi l-intimat, da parte tieghu, fix-xhieda tieghu, sahaq illi huwa wasal għall-konkluzjoni illi r-rikorren kellu responsabbilta' fil-kaz tat-trasferiment tal-art ta' Hal Qormi, u qal is-segwenti:

*Issa fuq xiex Dr Azzopardi ha ghalih? Fuq xiex ha ghalih? Hu ha ghalih ghaliex jien fis-7 ta' Jannar jew fil-bidu ta' Jannar tas-sena l-ohra jidhirli, jien ghamilt konferenza stampa fejn ghidt, ghidt jiena ghandi prova dokumentarja bil-gurament li tghid li Zaren Vassallo kellem lil Jason Azzopardi u Jason Azzopardi qallu ha nsibu kompromess. Jiena dik li ghidt. U fuq hekk ha ghalih u fuq hekk ghamel il-libell. Issa nixtieq nghid minn fejn gibtha dik. U rrid nghid ukoll li dan li ha nghid kont ghidtu fuq Xarabank, ghaliex Dr Azzopardi beda jisfidani u qal li mhux vera, kien sar Xarabank u esebejt dan li ha nghid quddiem il-poplu kollu. (fol 96)*

5. L-istess intimat kompli jghid hekk:

*U Zaren Vassallo wiegeb hekk, "Għal Lands. Ircevejt risposta mil-Lands ghax jien tkellimt u anke kont mort ghand il-Ministru responsabbli ta' dak iz- zmien u r-risposta kienet dan pero' lesti li npoggu madwar mejda u nsibu kompromess." Igifieri jiena qghadt fuq li qal Zaren Vassallo bil-gurament fil- Qorti. (fol 97)*

6. Jirrizulta, di fatti, illi l-intimat ghamel il-kummenti tieghu ibbazati fuq xhieda moghtija bil-gurament minn Nazzareno Vassallo fil-Qrati tal-Gustizzja, liema xhieda ma giet bl-ebda mod kontradetta mill-istess Vassallo quddiem la dik il-Qorti illi kienet qed tisimghu dakinhar illi ha l-gurament, u wisq anqas quddiem dina l-Qorti, fejn ir-rikorren seta facilment jtella lill-istess Vassallo sabiex jichad dak illi huwa kien asserixxa bil-gurament, liema cahda qatt ma ngiebet ghax ir-rikorren qatt ma tella lill Nazzareno Vassallo, ossija l-persuna illi allega li r-rikorren kien iltqa' mieghu biex tinstab kompromess, quddiem dina l-Qorti.
7. Jirrizulta, għalhekk, illi fil-mument illi l-intimat ghamel il-konsiderazzjonijiet tieghu fil-Konferenza Stampa li wasslet għall-proceduri odjerni, l-intimat kien qiegħed jikkummenta dwar fatti illi dak il-hin kienu jirrizultawlu sostanzjalment korretti stante illi bbazati fuq xhieda guramentata ta' persuna li, fi kliem l-intimat "huwa maghruf hafna ghad-donazzjonijiet li jaghti lil Partit Nazzjonalista" (fol 95), u li ta tali verzzjoni tal-fatti aktar minn sentejn u nofs qabel, ossija 16 ta' Gunju 2015, quddiem il-Prim Awla tal-Qorti Civili.
8. Jirrizulta illi, apparti tali konsiderazzjonijiet, l-intimat esebixxa wkoll artikolu illi deher fil-gurnal The Malta Independent, aktar minn gimghatejn wara illi saret il-Konferenza Stampa u, għalhekk, kienet gia inbdiet il-kawza odjerna, fejn l-istess gazzetta ghamlet storja investigattiva dwar dak allegat kemm mill-Awgitur Generali kif ukoll mill-intimat u, fost persuni ohra, kellmet lill Tonio Fenech, illi dak iz-zmien kif il-Ministru responsabbli tad-dikasteru li tahtu kien jaqa id-Dipartiment tal-Artijiet u li tieghu r-rikorren kien Segretarju Parlamentari, li gie rrapportat illi qal is-segwenti:

*"If Zaren Vassallo had come to speak to me I would have sent him to Jason. If his file had been brought to me, I would have sent it to Jason. But none of those things happened."*

9. Jirrizulta illi tali assersjoni ghadha tittiehed fil-kuntest taghha, stante illi la giet ikkonfermata w/jew michuda mill-istess Tonio Fenech stante illi hadd mill-partijiet ma tellghu, u tali dikjarazzjoni saret lill-gurnalista illi lanqas ma ttella sabiex jikkonferma dak mnu miktub. Madanakollu, tali assersjoni ghandha tittiehed fil-kunest tal-insistenza tar-rikorren illi huwa

ma kienx il-Minisru dak iz-zmien u ghalhekk ma setax kien qieghed jaghmel referenza ghalih Nazzareno Vassallo meta ghamel d-dikjarazzjoni li abbazi taghha tkellem l-intimat.

10. Jirrizulta, madanakollu, illi fi kliem Albert Mamo, illi huwa persuna rispettabbli hafna fis-Servizz Civili u, ghal hafna snin, kellu l-kariga ta' Kummissarju tal-Artijiet sakemm tali dikasteru gie abolit bl-introduzzjoni tal-Awtorita' tal-Artijiet, ir-rikorrent kien indikat bhala il-Ministru responsabbli, tant illi fix-xhieda tieghu, Mamo jghid dan:

*Cempilt mill-ewwel lil Ministru, ghidtlu isma', dak iz-zmien kien Dr Jason Azzopardi, ghidtlu isma' gara hekk, hekk u hekk.*

11. Jirrizulta illi l-argumentazzjoni maghmulha mill-intimat, kif jidher fit-traskritt provdut mir-rikorrenti, juri kumment politiku illi l-istess intimat kien qieghed jaghmel dak iz-zmien, fejn huwa kien qieghed jallega illi “Jason Azzopardi ghandu jerfa r-responsabbilta' politika ghal dak il-kaz serjissimu”, liema konkluzjonijiet kienu anke milhuqa mill-Awditur Generali meta qal is-segwent:

*In this Office's opinion, the Minister for Fair Competition, Small Business and Consumers (hereinafter referred to as Minister MFCC) also shoulders an element of responsibility in this respect, for he was aware of the nominal compensation being claimed by the GPD.*

...

*Although the Minister MFCC contended that the decision to value the land as at 1990 was not within the remit of the politician, this Office maintains that failure to question the grossly misrepresentative value of the land was a shortcoming in terms of ministerial oversight. For it was the responsibility of the Minister MFCC to safeguard Government's interests and ensure that the GPD acted in line with this objective. It is in this context that the Minister MFCC bears a degree of responsibility for this gross misrepresentation of the value of the land.*

12. Jirrizulta, finalment, illi mir-rapport tal-Awditur Generali huwa car li meta ssir referenza ghall-“Minister MFCC”, tali referenza hija ghal “the Minister MFCC the Hon Dr Jason Azzopardi, who between March 2008 and December 2011 held the post of Parliamentary Secretary (PS) Revenue and Lands” (fol 44 tergo), jigifieri ir-rikorrent illi kien okkupa tali kariga.
13. Jirrizulta, mill-provi prodotti mill-intimat, illi l-assersjoni illi huwa kien ghamel kienet wahda sostanzjalment korretta stante illi bbazata fuq xhieda guramentata ta' terza persuna, ossija Nazzareno Vassallo, kif ukoll fuq dak li gie rappurtat fir-rapport tal-Awditur Generali, filwaqt illi ghandha ukoll titqies bhala kumment politiku illi dejjem isir fil-kamp politiku u li certament ma jistghu qatt jitqiesu bhala kummenti malafamanti fil-konfront tar-rikorrenti.



## **Konkluzjoni**

Il-Qorti,

Wara illi rat il-provi kollha prodotti quddiemha,

Wara illi rat is-sottomissjonijiet ta' l-abbli difensuri tal-partijiet,

Tghaddi biex taqta u tiddeciedi l-kaz billi

**Tilqa** l-eccezzjonijiet kollha ta' l-intimat, u ghalhekk

**Tichad** it-talbiet attrici.

Spejjez tal-proceduri odjerni ghandhom ikunu kollha a kariku tar-rikorrenti

**Magistrat Francesco Depasquale**

**Rita Sciberras**

Deputat Registratur