

19th September 2020

Panel of Experts
Partit Nazzjonalista
Dar Centrali
Triq Herbert Ganado
Tal-Pieta
Malta

Dear Chairperson,

I represent Mr. Boris Arcidiacono and I make reference to the Due Diligence Report prepared by the Panel of Experts in the light of upcoming election of the Party Leader of Partit Nazzjonalista. The report refers to my client as having an ongoing court case where Adrian Delia is a defendant to the claims being against HSBC Bank plc by my client.

My client has no intention to enter into any political dispute however he feels that certain ascertains made by Adrian Delia were not questioned when the facts could be easily verifiable. Whilst it is noted that the panel of experts has no statutory role and had limited resources, its limitations could lead to prejudicing my client's position since this exercise has had considerable national coverage.

Reference is made to the comments of the panel strictly in relation to my client's case. For this purpose, my client notes the following:

1. He did not initially sue Adrian Delia because he restricted the claim with respect to the bank which issued the payment to Adrian Delia. Nevertheless, the bank felt, that in view of the claims being made, it should request the court to order Adrian Delia to join the cause of action as a defendant and therefore answer the claims. The Bank's request had been acceded to by the court and Adrian Delia has been a defendant ever since.
2. The fact that there are press reports that claim that HSBC Bank plc and Chamber of Advocates have concluded that there has been no wrongdoing is irrelevant in the light of the fact that there is a pending court case on the matter. The proper forum to determine any civil wrongdoing is the Civil Court;
3. My client refutes the statements made by Adrian Delia that his services extended to a number of matters including negotiations with creditors and the drafting of agreements. The services provided by Adrian Delia never merited a total fee of €86,210. This exceeds by far the tariff established by the guidelines of the Chamber of Advocates and there was no agreement for such a fee to be charged in his regard.
4. Adrian Delia wanted to charge a success fee as acknowledged by the same bank in its reply. Moreover, the acts of the case also contain copies of the two invoices issued to my client which together amount to €86,210. It is to be noted that these invoices were only raised after Adrian Delia got paid by the Bank. No request for payment was issued before actual payment was done. This is evidence held in the acts of the case.
5. The description in the invoice is: "*Fees for professional services rendered.*" Whilst Adrian Delia seemed willing to be transparent to the Panel on the services he provided to my client, he was less transparent when issuing his invoices as the services he referred to before the panel were not mentioned in the invoice;
6. My client reiterates that he never authorised the bank to issue Adrian Delia with a payment of €86,210. This matter will be decided by Court;

7. The board correctly noted that the procurement of a loan should not be dependant on a third party such as a lawyer. In this particular case Adrian Delia had a very limited role that surely did not merit a charge of €86,210;

It is being reiterated that my client's comments on his position vis-à-vis the contents of this report, are not being done for political purposes. My client simply wants to set the record straight on a matter that has caused him unnecessary financial hardship and has led to a complete breakdown in his relationship with his bankers.

Yours Sincerely

A handwritten signature in black ink, appearing to read 'Cedric Mifsud', with a stylized, cursive script.

Dr. Cedric Mifsud

Obo Boris Arcidiacono