

THE HIGH COURT

BANKRUPTCY

IN THE MATTER OF SECTION 61(6) OF THE BANKRUPTCY ACT, 1988 (AS AMENDED)

AND

IN THE MATTER OF MARY ANN L.H. PERRIN (A DISCHARGED BANKRUPT)

AND BY ORDER

GARETH GILROY, FREDERIC OZANAM TRUST (INCORPORATED), NOEL O'HANRAHAN AND GERRARD O'CALLAGHAN

JUDGMENT of Ms. Justice Pilkington delivered on the 17th day of July, 2019

1. A motion for directions was brought within the bankruptcy list in respect of Ms. Perrin a discharged bankrupt. Within that motion, by order of Costello J. dated 12 February, 2018, the court set out two issues for adjudication. They are as follows:-

"1. Does the settlement agreement entered into between Albert Perrin and the O'Hanrahan Quaney clients on the 31st October, 2017 act to bar, or prohibit the bringing of proceedings entitled *Christopher Lehane v. Albert Perrin, Record No. 2017/132 P* by the Official Assignee, or otherwise provide a full defence to the said proceedings?

In the event that question 1 is answered in the negative, does the settlement agreement entered into between Albert Perrin and the O'Hanrahan Quaney clients on the 31st October, 2017 act to provide Albert Perrin with a partial defence in the proceedings entitled *Christopher Lehane v. Albert Perrin, Record No. 2017/132 P* whether by way of a credit in the sum of €172,500.00 (or some other sum)?"

It appears that the record number is in fact 2018/132 P as appears from the plenary summons within the papers but nothing turns on this.

2. The order of Costello J. recites and enumerates the significant number of affidavits and documentation filed in advance of the motion for directions, together with various suggested draft issue papers of the parties. Thereafter, following her order in February 2018, the following documentation was filed:-

(a) Affidavit of Mark Thornburgh, sworn on the 9th day of March, 2018.

(b) Affidavit of Albert Perrin, sworn on the 13th day of March, 2018.

(c) Affidavit of John O'Callaghan, sworn on the 13th day of March, 2018.

(d) Affidavit of Joanne Cooney, sworn on the 5th day of April, 2018.

(e) Affidavit of Roisin Gallogly, sworn on the 9th day of April, 2018.

(f) Affidavit of Mark Thornburgh (in reply to the affidavit of Joanne Cooney), sworn on the 18th day of April, 2018.

(g) Affidavit of Mark Thornburgh (in reply to the affidavit of Roisin Gallogly), sworn on the 18th day of April, 2018.

(h) Affidavit of Albert Perrin, sworn on the 19th day of April, 2018.

(i) Affidavit of Roisin Gallogly, sworn on the 20th day of April, 2018.

3. Whilst a huge volume of documentation has been filed in this matter, the two discrete issues requiring this court's adjudication in my view serves to significantly narrow the relevant issues within this documentation.

4. Ms. Heather Perrin was adjudicated bankrupt on the 21st day of November, 2016 and was discharged as a bankrupt twelve months later. This application essentially concerns the implications of the settlement of various proceedings on the 31st day of October, 2017.

5. These circuit court proceedings, issued in 2013-2014 essentially sought reliefs arising from alleged acts of negligence by Ms. Perrin in or about her conduct within her former solicitors practice and sought damages and other consequential orders and reliefs. Various proceedings were issued and within the order of Costello J. the plaintiffs are collectively referred to as the O'Hanrahan Quaney clients as they were represented by that firm.

6. Of more significance in so far as the present issues are concerned, as well as the above matters there were also separate pleadings issued by each of the O'Hanrahan Quaney clients (specifically 2013/10116, 2014/1600 and 2013/4996 respectively) which sought orders and reliefs pursuant to section 74 of the Land and Conveyancing Law Reform Act 2009 ('the 2009 Act'). They did so in respect of a transfer registered in the PRA on 20 December 2012 whereby in a transaction between Heather Perrin and her spouse Albert Perrin as joint owners of the property, Ms. Perrin transferred all of her interest, for the consideration of natural love and affection, in that property at 6 Lambay Court, Coast Road, Malahide, Co Dublin (DN9981F) to Albert Perrin. Accordingly, the O'Hanrahan Quaney clients, in utilising s. 74 of the 2009 Act, effectively sought to reverse that transaction in order that the interest of Ms. Perrin would be reflected upon the register and might thereafter be available to her creditors.

7. A settlement was reached between the O'Hanrahan Quaney clients and Mr. Perrin in respect of all of these proceedings on 31 October 2017 ('the October 2017 settlement') Before dealing with the matters arising from this October 2017 settlement its terms are as follows:-

Settlement Terms

Between Gareth Gilroy, Fredric Ozanam Trust (Incorporated), Noel O'Hanrahan, Gerrard O'Callaghan (hereinafter "the Plaintiffs") and Albert Perrin

Whereas, the plaintiffs have issued the following proceedings:-

Gareth Gilroy v. Heather Perrin and Albert Perrin: Record No. 4996/2013

Gareth Gilroy v. Heather Perrin: Record No. 04603/2012

Fredric Ozanam Trust (Incorporated) v. Heather Perrin: High Court Record No. 2012/12876P

Fredric Ozanam Trust (Incorporated) v. Heather Perrin and Albert Perrin: High Court Record No. 2014/001600P

Noel O'Hanrahan v. Heather Perrin and Dermot J. Keogh: High Court Record No. 2013/13680P

Noel O'Hanrahan v. Heather Perrin and Albert Perrin: Circuit Court Record No. 2013/010116

And whereas, there is an outstanding debt owed by Heather Perrin in respect of the taxed costs of Gerrard O'Callaghan,

The parties have agreed as follows:-

(1) Albert Perrin will pay the sum of €172,500.00 in settlement of the claims listed above, the said sum broken down as follows:-

- (1) The sum of €48,000.00 to the Fredric Ozanam Trust (Incorporated);
- (2) The sum of €30,000.00 in compromise in his claim for damages;
- (3) The sum of €50,000.00 to Noel O'Hanrahan in compromise of his claim for damages;
- (4) The sum of €22,000.00 in discharge of the tax costs of Gerrard O'Callaghan;
- (5) And the sum of €22,500.00 as a contribution to the legal fees of each of the plaintiffs.

(2) The parties will bear their own costs, save for the figures at (1)(4) and (1)(5) above.

(3) The plaintiffs will not take any step in the proceedings above listed in which Albert Perrin is a defendant.

(4) The plaintiffs will not take any step in the proceedings above listed in which Albert Perrin is not a defendant, and, subject to receipt of consent from Heather Perrin or the Official Assignee as appropriate, will discontinue the proceedings.

(5) The sum mentioned at (1) above to be paid to O'Hanrahan Quaney Solicitors by bank draft to be delivered by close of business on the 21st day of November, 2017.

(6) O'Hanrahan Quaney Solicitors undertake to hold the sum mentioned at (1) above in escrow until the 12th of December to allow the Official Assignee in bankruptcy to conduct such investigations as they see fit in respect of the source of the said sum and to make such application as they deem appropriate, and further undertakes to abide by any court order directing them to continue to hold the sum in escrow for such further period as the court might direct.

(7) In the event that the sum mentioned at (1) above is found to form part of the estate of Heather Perrin, this agreement will be held to have failed, and the plaintiffs will have liberty to progress the proceedings mentioned at (3) and (4) above.

(8) Upon any disbursement by O'Hanrahan Quaney Solicitors of the sum mentioned at (1) above, the plaintiffs will strike out the proceedings at (3) and will take no further step in the proceedings at (4) above, and will discharge the various *lis pendents (sic)* in respect of the property at 6 Lambay Court, Malahide, County Dublin.

(9) In the event the sum mentioned at (1) above is not paid within the time limit set out at para. (5) above, Albert Perrin hereby consents to a judgment in the amount of the said sum.

8. The terms of the October 2017 settlement are signed and witnessed both on behalf of the respective plaintiffs and the defendant Albert Perrin. As I understand it the matters were due for hearing on that day and Mr. Perrin attended as did his brother in law (and Ms. Perrin's brother) Mark Thornburgh (who was not legally represented). A solicitor from the firm representing the Official Assignee was also present.

9. In essence the monies paid in respect to the October 2017 settlement (€172,500.00) were discharged by Mr. Perrin from monies provided to him by Mr. Thornburgh. Certainly, a fair reading of the affidavits filed on behalf of Albert Perrin and Mark Thornburgh confirm that their apprehension of the potential outcome of the s. 74 proceedings was very much to the forefront of their considerations. Upon execution of the October 2017 settlement and the subsequent payment of the monies they thought all matters relating to s. 74 of the 2009 Act ('the s. 74 proceedings') were at an end.

10. However in proceedings bearing record no. 2018/132 P (issued on 9 January 2018) the Official Assignee then instituted proceedings seeking declaratory and other reliefs that it (as the Official Assignee in the bankruptcy of Ms. Perrin) is the legal and beneficial owner of one half share of the property within Folio 9981F, invoking s. 74 of the 2009 Act and s. 59 of the Bankruptcy Act

11. With regard to the s. 74 proceedings, the affidavits filed on behalf of the Official Assignee make it clear that it is the intention (only a plenary summons has issued to date awaiting the outcome of this matter) to seek the transfer of the 50% interest formerly vested in Ms. Perrin in the family home. The effect of such a transfer would of course be that the 50% interest would vest in the estate of Heather Perrin for the ultimate realisation and distribution amongst her creditors.

12. The proceedings by the Official Assignee self-evidently issued after the October 2017 settlement.

13. Put simply the difficulty or potential difficulty is as follows; both Mr. Thornburgh and Mr. Perrin are adamant that the monies provided in respect of the October 2017 settlement were in full and final settlement of the proceedings set out above but in addition that this settlement binds the Official Assignee to the effect that it was agreed that no steps could be taken by the Official Assignee pursuant to s. 74 (then or at any time in the future) in respect of the family home at Lambay Court within folio DN9981F.

Alternatively, that the Official Assignee by the terms of settlement and representations made on that day, is estopped from issuing any proceeding pursuant to s. 74 of the 2009 Act in respect of the family home presently registered in the sole name of Mr. Perrin.

14. The Official Assignee does not accept that any compromise represented by the October 2017 settlement is in any way binding upon him or that he is estopped from issuing the proceedings which he did in 2018, with regard to the 2012 transfer concerning folio DN9981F.

15. With regard to the October 2017 settlement, I understand on the basis of the affidavits filed that Her Honour, Judge Linnane was informed, given the involvement of the Official Assignee (in respect of Ms. Perrin who was named as a defendant to a number of the proceedings) that there may be an issue with regard to the settlement and in such circumstances it might be necessary to apply to the bankruptcy court in relation to it. That position was accepted by the learned Judge. Accordingly, thereafter, certain directions of the bankruptcy court have been sought with regard to the payment of the settlement sum and the persons entitled to it. That has resulted in the two issues requiring adjudication as set out by Costello J.

16. As set out above, the application before me seeks the answer to the two discrete issues as set out within the order of Costello J. of 12 February, 2018. With regard to those issues, the record number is recited as 2017/132 P. The plenary summons itself discloses it as record no. 2018/132 P and I have construed it accordingly.

17. The Official Assignee as set out above does not believe that it is in any way bound by its terms. Initially much of initial discussion pursuant to the October 2017 settlement surrounded the provenance of the funds being provided by Mr. Thornburgh. The Official Assignee is now satisfied that the funds provided for the discharge of the settlement sum by Mark Thornburgh are from his own resources. That has now been resolved but Mr. Perrin and Mr. Thornburgh assert that it was the only issue raised by the representative of the Official Assignee when the matter was mentioned to the court following the October 2017 settlement or at all. That is denied.

18. However, Mr. Thornburgh (and Albert Perrin) have asserted in strong terms that the October 2017 settlement agreement reached between the parties was intended to settle all s. 74 proceedings against either or both of Albert Perrin and Heather Perrin "both now and in the future" to the effect that "all such actions and proceedings, therefore, would be withdrawn and would not be pursued either now or in the future by any party". The reference to "any party" is largely referable to the Official Assignee – Mr. Thornburgh contends that the compromised proceedings or rather the settlement of the compromised proceedings involved the Official Assignee as a notice party and that the terms of any such settlement were clear. Mr. Thornburgh has represented himself throughout this matter and Mr. Perrin had legal representation before this court and in respect of the October 2017 settlement.

19. Mr. Albert Perrin in his affidavit has stated clearly that:-

"The settlement money was given by him (a reference to Mr. Thornburgh) and accepted by me with the intention of protecting the family home from any s. 74 proceedings to set aside the transfer of the family home to me, this deponent and further to address any proceedings that may be brought under s. 59 of the Bankruptcy Act, 1988 by the Official Assignee in the estate of Heather Perrin (former bankrupt). To that end, it was my understanding that the settlement agreement was intended to conclude all s. 74 proceedings both now and in the future."

20. As set out above the deed of transfer is dated the 17th day of October, 2012 where, in respect of natural love and affection, Albert Perrin and Heather Perrin, the registered owners of the said property, transferred all of the property within folio 9981F to Albert Perrin. In circumstances where the consideration is natural love and affection, a declaration of solvency is required and this has been sworn by Heather Perrin (the date is unclear) but it appears to be 14 October, 2012.

21. Whilst I appreciate that Mr. Thornburgh provided the funds, nevertheless he was not a party to the settlement or to any of the matters that arise. I also appreciate that he acted on his own behalf throughout, however the majority of the averments within his affidavits relate to issues with regard to the position of Albert Perrin, the 2017 October settlement, and the present and former legal position of his sister, Heather Perrin. Mr. Thornburgh advanced the monies to Mr. Albert Perrin and if there is a difficulty thereafter, then I am afraid that Mr. Thornburgh's recourse in that regard is clear. He was not a party to the settlement agreement (which was executed by Albert Perrin) nor to any matters regarding his sister or indeed his sister's interaction with the Official Assignee.

22. The terms of October 2017 settlement are extensive, reduced to writing and executed by the parties. Accordingly, in my view it would require cogent evidence to suggest that they either require to be varied pursuant to their terms or that there was some other agreement or assurances, not reflected within the written document, which is nonetheless binding upon the Official Assignee.

23. The concern of Mr. Perrin and Mr. Thornburgh is in respect of the Perrins' family home and the entitlement of the Official Assignee to proceed pursuant to s. 74 of the 2009 Act.

24. Section 74 of the 2009 Act states:-

"(1) Subject to subsection (2), any voluntary disposition of land made with the intention of defrauding a subsequent purchaser of the land is voidable by that purchaser.

(2) For the purposes of subsection (1), a voluntary disposition is not to be read as intended to defraud merely because a subsequent disposition of the same land was made for valuable consideration.

(3) Subject to subsection (4), any conveyance of property made with the intention of defrauding a creditor or other person is voidable by any person thereby prejudiced.

(4) Subsection (3) does not—

(a) apply to any estate or interest in property conveyed for valuable consideration to any person in good faith not having, at the time of the conveyance, notice of the fraudulent intention, or

(b) affect any other law relating to bankruptcy of an individual or corporate insolvency.”

25. Section 59 of the Bankruptcy Act 1988 Act (‘the 1988 Act’) states in part as follows:-

“(1) Any settlement of property... or made in favour of a purchaser or incumbrancer in good faith and for valuable consideration, shall—

(a) if the settlor is adjudicated bankrupt within three years after the date of the settlement, be void as against the Official Assignee, and

(b) if the settlor is adjudicated bankrupt at any subsequent time within five years after the date of the settlement, be void as against the Official Assignee unless the parties claiming under the settlement prove that the settlor was, at the time of making the settlement, able to pay all his debt without the aid of the property comprised in the settlement and that the interest of the settlor in such property passed to the trustee of such settlement on the execution thereof.”

26. Turning to the first issue I am required to adjudicate as to whether the settlement agreement bars or prohibits the bringing of proceedings 2018/132 P by the Official Assignee, or otherwise provide a full defence to the said proceedings?

27. The October 2017 settlement is binding upon the parties who executed it. It was not executed by the Official Assignee. Those written terms do not specifically mention s. 74 of the 2009 Act at all but do assert that, subject to certain matters, the O’Hanrahan Quaney plaintiffs ‘will not take any step in proceedings’ where Albert Perrin is a defendant and separately is not a defendant. It is also expressed to be in settlement of all proceedings listed. In so far as these terms can be construed as a ‘full and final settlement’ agreement by the O’Hanrahan Quaney clients, they now simply seek the discharge of the settlement monies. In the affidavits filed on their behalf they are adamant that they never represented, suggested, intimated, implied or asserted to either Mr. Perrin or Mr. Thornburgh that any compromise of the proceedings extended to the Official Assignee. Within the issues raised by Costello J. they seek the answer ‘No’ to both.

28. Within the affidavits and submissions filed on behalf of Mr. Perrin, much is made of the fact that Ms. Perrin did not believe that proceedings would be taken in respect of her family home and certainly not post her adjudication as a bankrupt. That is a matter for Ms. Perrin who is not a party to the matters upon which I am required to adjudicate. No such assurance was ever furnished to Mr. Perrin on any documentation furnished to me and in any event is a matter for him to deal with within the 2018/132 P proceedings.

29. On the face of the October 2017 settlement, on no reasonable interpretation of this agreement can it be construed that any of its terms act to preclude the Official Assignee from issuing s. 74 proceedings.

30. If Mr. Perrin contends he paid the monies under a mistake of fact then I do not see how this can be visited upon the Official Assignee. He was not a party to the October 2017 settlement.

31. The next issue is whether there is any other agreement or estoppel which binds the Official Assignee on the facts of this rather unusual matter. Did the Official Assignee induce Mr. Perrin to enter into this settlement by giving him explicit assurances if he paid monies to settle the matter?

32. The issue or argument of estoppel was advanced on behalf of Mr. Perrin. The parties to the settlement agreement were obviously the O’Hanrahan Quaney clients and Mr. Perrin. The estoppel would therefore not only bind the parties to the settlement but also a non-party the Official Assignee.

33. The definition of Griffin J. in *Doran v. Thompson Ltd.* [1978] IR 223 has often been quoted with approval. The court stated;

“...where one party has, by his words or conduct, made to the other a clear and unambiguous promise or assurance which was intended to affect the legal relations between them and to be acted on accordingly, then once the other party has acted on it, altering his position to his detriment, the one who gave the promise or assurance cannot afterwards be allowed to revert to their previous legal relations as if no such promise or assurance had been made by him, and may be restrained in equity from acting inconsistently with such promise or assurance.”

34. At its most basic the doctrine of estoppel requires some form of clear promise or assurance from the Official Assignee from which it would be inequitable to now permit the him to resile. Invocation of the doctrine of estoppel requires that the promise or assurance be clearly distinguished. Mr. Perrin argues that the Official Assignee was essentially a party to the settlement agreement and sought the insertion of certain matters into its terms.

35. However having considered the affidavits and submissions carefully I cannot discern any representations or assurances given by the Official Assignee which would now operate as binding upon him (at law or equity) or was intended to affect legal relations regarding the Official Assignee’s entitlement to institute s. 74 proceedings.

36. It must also be noted that the Official Assignee must at all times have regard to the totality of creditors consequent upon the bankruptcy of Ms. Perrin. How in such circumstances the Official Assignee could bind himself from instituting any future proceedings pursuant to s. 74 in respect of the family home at Lambay Court is difficult to understand.

37. Part of the issue I am asked to decide is as to whether the settlement agreement would in some sense provide a “full defence” to Mr. Perrin in any s. 74 proceedings. In essence, within proceedings 2018/132 P the Official Assignee (acting as the estate of Ms. Perrin) is seeking to “unravel” the 2012 transfer. Mr. Albert Perrin is the defendant in those proceedings because he is the person to whom Ms. Perrin’s interest in the property was transferred and now vests.

38. I do not see as a matter of law how any agreement by Mr. Perrin to discharge monies against specific named plaintiffs (none of whom was the Official Assignee) can in any sense provide him with a defence, by which I understand to mean an argument open to him that his discharge of the monies (via his brother in law) was only furnished on the basis of a binding agreement that no s. 74 proceedings could ever be instituted against him by the Official Assignee. The Official Assignee was not a party to the settlement and having carefully considered all of the affidavits filed in these proceedings, I can see no other binding agreement between the Official Assignee and Mr. Perrin which would preclude s. 74 proceedings being instituted.

39. There is a difference between any understanding held by Mr. Perrin or Mr. Thornburgh and that understanding being binding upon the Official Assignee. Mr. Perrin signed the agreement; he has made no averment that he did not understand its terms. The fact that the Official Assignee had legal representation (Ms. Perrin was still a bankrupt at the time) and queried certain matters on behalf of the Official Assignee cannot thereafter be taken to be consent of the agreement contended for by Mr. Perrin.

40. Mr. Perrin complains that, at the settlement meeting in October 2017, there was no indication whatever that the transfer of his family home would any sense be impugned by the Official Assignee. I appreciate his averment that had his understanding been to the contrary he would never have accepted the monies from his brother-in-law and would never have entered into the settlement terms as they now appear.

41. Mr. Perrin details matters between the Official Assignee and Ms. Perrin to indicate that at no point was the transfer of the family home impugned within the bankruptcy of his spouse. It may well be that there is a full answer to proceedings 2018/132 P but that is a matter for Mr. Perrin to deal with within those proceedings.

42. There is nothing in the settlement agreement and I can find no other documentation that constitutes a variation of the settlement agreement by the parties to that agreement. Both Mr. Perrin and Mr. Thornburgh take issue with what they clearly believe to be the underhand manner in which the Official Assignee post the settlement talks shortly thereafter issues proceedings 2018/132 P. However, nothing as a matter of law precludes the Official Assignee from doing so and they must take their course in the normal way.

43. Mr. Perrin is bound by his execution of the settlement agreement. He is clear in his understanding as to why he entered into it, to preserve and protect the family home and more particularly to 'close off' the possibility of the Official Assignee issuing s. 74 proceedings. However, most unfortunately for himself and Mr. Thornburgh, their understanding is mistaken in that the Official Assignee is not bound in the manner they contend. Mr. Thornburgh was very clear that under no circumstances would he have paid this or any money to Mr. Perrin to settle an action in respect of plaintiffs he did not know in respect of proceedings to which he was not a party if he did not consider that he was assisting his sister and brother in law against any possible challenge to their family home. That is regrettable.

44. In my view, Mr. Perrin is afforded no partial or other defence in the proceedings pursuant to his argument that the resolution of proceedings by settlement agreement dated 31 October, 2017 in the sum of €172,500.00 precludes or in some form must be utilised as a set-off in respect of such proceedings. If the terms "full defence" is intended to mean that his, Mr. Perrin's (and Mr. Thornburgh) clear understanding of the implications of the settlement agreement; that it precluded any person thereafter for any reason (including the Official Assignee) from instituting any proceedings pursuant to s. 74 of the 2009 Act in respect of the family home now owned since 2012 by Mr. Perrin absolutely, then in my view there is no legal basis for that contention.

45. Neither can I see how any legal circumstances would arise whereby he would be entitled to some form of credit or set-off of the sum of €172,500.00. Put simply, the settlement agreement does not bind the Official Assignee. Its terms are clear and must be carefully and properly construed. No other document, side agreement or other contractually binding document has been presented to me which precludes the Official Assignee from proceeding pursuant to s. 74 of the 2009 Act.

46. I do not see any basis for an estoppel acting against the Official Assignee in their institution of proceedings 2018/132 P.

47. I appreciate that within this case potentially complex issues arise as to the entitlement or role of creditor to seek to invoke s. 74 proceedings in the manner contended for by the plaintiffs within the subject proceedings. The Official Assignee, as I understand his position, does not seek to argue with that contention within the very unique and difficult facts of this case. One can only have considerable sympathy with the O'Hanrahan Quaney clients who were obliged to issue proceedings and thereafter await for the discharge of their settlement monies.

48. In circumstances where the Official Assignee does not seek to impugn the entitlement of the O'Hanrahan Quaney creditors to invoke s. 74 proceedings but primarily focuses upon his entitlement to pursue proceedings on behalf of creditors, then in my view he is entitled to do so pursuant to s. 59 of the 1988 Act.

49. As set out above the settlement agreement does not prevent the bringing of proceedings 2018/132 P – Mr. Perrin is of course free to advance any defence of which he may be advised (subject to the adjudication in respect of the issues raised within this application). However in my view the contention that the Official Assignee is bound by the settlement agreement to the effect that no proceedings can be instituted by the Official Assignee pursuant to s. 74 of the 2009 Act is rejected.

50. In my view it therefore follows that the payment made by Mr. Perrin in discharge of the proceedings resulting in the settlement agreement (€172,500.00) do not relate to the proceedings now being advanced within proceedings 2018/132 P. They cannot in my view be reflected as a credit in the amount paid or any other sum as they were paid pursuant to the terms of the settlement agreement and for no other purpose.

In dealing with the two issues raised by Costello J. in her order of 12 February 2018;

Issue No 1;

1. Does the settlement agreement entered into between Albert Perrin and the O'Hanrahan Quaney clients on the 31st October, 2017 act to bar, or prohibit the bringing of proceedings entitled *Christopher Lehane v. Albert Perrin*, Record No. 2017/132 P by the Official Assignee, or otherwise provide a full defence to the said proceedings?"

Answer to Issue No 1;

No. The settlement agreement entered into between Albert Perrin and the O'Hanrahan Quaney clients on the 31st October, 2017 does not act to bar, or prohibit the bringing of proceedings entitled *Christopher Lehane v. Albert Perrin*,

Record No. 2018/132 P by the Official Assignee, or otherwise provide a full defence to the said proceedings.

Issue No 2;

In the event that question 1 is answered in the negative, does the settlement agreement entered into between Albert Perrin and the O'Hanrahan Quaney clients on the 31st October, 2017 act to provide Albert Perrin with a partial defence in the proceedings entitled *Christopher Lehane v. Albert Perrin, Record No. 2017/132 P* whether by way of a credit in the sum of €172,500.00 (or some other sum)?"

Answer to Issue No 2;

No. The settlement agreement entered into between Albert Perrin and the O'Hanrahan Quaney clients on the 31st October, 2017 does not act to provide Albert Perrin with a partial defence in the proceedings entitled *Christopher Lehane v. Albert Perrin, Record No. 2018/132 P* whether by way of a credit in the sum of €172,500.00 (or some other sum).