

issue 15

WINTER

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**RONAN
DALY
JERMYN**
SOLICITORS

Welcome to Connect, RDJ's new look newsletter for winter 2006. In reviewing the past few months, we in RDJ have seen a continuing increase in activity across all business areas.



Our Commercial team has been involved in a number of high-end transactions, including business mergers and acquisitions in the IT, Professional Services and Manufacturing sectors.

Our Litigation Lawyers have acted in some ground breaking proceedings, including a significant case for the issue of press freedom and confidentiality before the Supreme Court for the Sunday Business Post.

to grow and expand and this bodes well for a continuing high level of business activity in the months ahead.

Our Taxation Department, led by tax partner John Cuddigan, has advised on a number of international property transactions and have finalised a number of hotel and other capital allowance schemes in recent months.

Finally, with Christmas almost upon us, I would like to take the opportunity to wish all our clients and friends season's greetings for a Happy Christmas and a prosperous 2007.

In working with our clients on different transactions, it is clear there is a continuing confidence in the ability of the Irish economy

John Dwyer
Managing Partner

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New Recruits in RDJ



Stephanie Cronin
Solicitor
Private Client



Deirdre Crowley
Solicitor
Employment Law



Aoife Shields
Solicitor
Environment & Planning



Carrie McDermott
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Pre-Nuptial Agreements in Ireland

By Stephanie Cronin, Solicitor, Family Law.

Pre-nuptial agreements are a very hot topic and getting hotter. Indeed, the Tánaiste recently addressed the Seanad in relation to them.

Pre-nuptial agreements have traditionally been held by the courts to be void on public policy grounds on the basis that no contract envisaging the dissolution of a marriage should be enforceable. However, the removal of the constitutional prohibition on divorce in Ireland has weakened that public policy justification. Despite this, the treatment of pre-nuptial agreements in Irish law must nevertheless still be considered in the context of the constitutional provisions relating to marriage.

The Constitution provides for the dissolution of marriage in certain specified circumstances.

A court may grant a dissolution of marriage only where it is satisfied that proper provision exists or will be made for the spouses, any children of either or both of them and any other persons prescribed by law.

Unless the court to which an application for divorce is made is so satisfied, it has no jurisdiction to grant a decree of divorce.

Therefore, it is still the function and responsibility of the court to determine what is proper in the circumstances of each case. The judge has considerable discretion in regard to the extent of the proper provision to be made by way of maintenance, lump sum payments, property and pension

adjustment orders, as provided for in the Family Law (Divorce) Act 1996. All property is made available in divorce proceedings for the purpose of determining what constitutes proper provision and each case is decided according to its own particular circumstances.

To the extent that a pre-nuptial agreement seeks to usurp the jurisdiction of a court, it will fail by reason of the constitutional requirement that the court must be satisfied that proper provision exists or will be made. The High Court has held that the obligation on the court to make a determination as to proper provision cannot be removed even by agreement of both parties.

There is no provision in the law which requires the court to give effect to a pre-nuptial agreement. However, the legislation empowers the court on granting a decree of divorce, or at any time thereafter, to make a property adjustment order which varies an ante or post nuptial settlement for the benefit of either of the spouses and of any dependent member of the family.

The question that arises is whether a court, while not being required to give effect to the terms of a pre-nuptial agreement, may take into consideration its terms in determining proper provision.

The Family Law (Divorce) Act, 1996, provides for the making of a number of ancillary orders in divorce proceedings. The Act sets a very broad range of matters to which a court may have regard in making such ancillary orders. The existence of a pre-nuptial agreement made between the parties is not one such factor under the Section. However, while there is no explicit statutory requirement that the terms of a pre-nuptial agreement should be considered by a court in divorce proceedings there is no

statutory bar to their consideration. It is worth noting that the legislation provides that the court must have regard to any separation agreement entered into by the spouses and which is still in force. Ultimately the court shall not make an ancillary order unless it would be in the interests of justice to do so.

It could be argued that the terms of a pre-nuptial agreement form part of the circumstances of the case. They may be taken to indicate the intentions of the parties at the time of the making of the agreement. As such, the terms of a pre-nuptial agreement may be considered by a court. However, the weight to be attached to such an agreement must be less than that attached to the factors which the court is by statute required to consider.

The fact is that while a court may vary the terms of a pre-nuptial agreement, the constitutional imperative remains that a court, in granting a divorce, must be satisfied that proper provision exists or will be made for spouses and dependent family members. In doing so it may be possible that a pre-nuptial agreement is not altered and the order of the court in effect reflects the contents of the agreement. But the occurrence is likely to be mere coincidence rather than any determined effort by the court.

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visit our website
www.rdj.ie



Extending Your Home?

By Sarah Halpin, Solicitor, Commercial Property.

With SSIA's maturing many people will now be deciding how to dispose of their hard earned money. With rising property prices, investing in your home appears to be the sensible choice. With home investment you get to enjoy the investment daily and you are also increasing the equity in your home in the event that you decide to sell later down the road.

Many people are now looking into extending their home. First of all and possibly most importantly, if you are thinking of extending your home, you should employ a suitable and experienced Architect/Engineer to supervise the build project.

Your Architect/Engineer will advise you on whether planning permission is required or not, they will also ensure that the extension complies with the standards of construction and design stipulated in the Building Control Regulations. If you decide to remortgage or sell the house after the extension has been built, you will have to produce a certificate from an Architect/Engineer confirming that the works were compliant with planning and Building Control Regulations.

If, despite the obvious benefits of appointing an Architect/Engineer you still decide to rely on your builder and not appoint one, you should be certain that the extension you are building does not require planning permission, and if it does that you apply for planning before carrying out any extension work. You should also be sure that the extension complies with Building Control Regulations. If you proceed without planning permission and it subsequently turns out that planning should have been obtained, there is a distinct possibility that

the Local Authority will take proceedings against you forcing you to remedy the defect – basically requiring that you knock the extension down; all that time, money and effort wasted! It may also be difficult for you to sell or mortgage your house.

I will set out the type of extensions that are exempt from planning permission. You should not take this list as exhaustive and you should always seek advice before commencing your extension. The exempt extensions include an extension that:

- is to the rear of the house (there is an exemption for a porch to the front of the house, which I do not propose exploring in this article);
- the original floor area of the house is not increased by more than 40 square metres. It is important to note that where the house has been extended before, the floor area of the extension you are now proposing and the floor area of any previous extension, including those for which you got planning permission, cannot exceed 40 square metres;
- does not reduce the area of private open space, reserved for the occupants of the house, to less than 25 square metres.
- is for terraced or semi-detached houses, the floor area of any extension above ground level does not exceed 12 square metres, this includes any previous extensions carried out;
- does not exceed the height of the house;
- is above ground floor level is at least 2m from any boundary; (you should also be careful about the height of such extension, as there are rules that govern this also);
- the rear wall of the house does not include a gable, the height of the walls of the extension must not exceed the height of the rear wall of the house;
- the rear wall of the existing house has a gable, the walls of the extension (excluding any gable being built as part of the extension) shall not be higher than the side walls of the house.

There are also rules about the required distances between windows in extensions, the facing boundary of the adjoining property and the use of the roof of the extension. These are:

- any windows proposed at ground floor level as part of an extension should not be less than 1 metre from the boundary they face;
- any windows proposed at above ground level should be not less than 11 metres from the boundary they face;
- the roof of any such extension should not be used as a balcony or roof garden.

If you have already built an extension to your house and are worried that it may not be planning compliant, provided the extension was built over seven years ago there is no risk of enforcement proceedings being taken against you, as the Local Authorities are precluded from taking proceedings after this time frame. If seven years has not lapsed you should seek specialist advice as to the best way to proceed.

So in conclusion, planning does matter. Make sure you engage an architect or engineer at the earliest possible stage. Otherwise, you may be out of pocket in the long run and potentially face devastating consequences as serious as not being able to raise finance on your property and even criminal charges.

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The Irish Company Law Review- What changes we can expect.

By Ashling Walsh, Solicitor, Corporate and Commercial.

“ Irish Company Law must be restructured in such a manner as to make applicable law more accessible and intelligible to those who choose to incorporate the most popular corporate form - the private company limited by shares.¹ ”

Currently, up to 88% of companies registered in Ireland are private companies limited by shares and many of those companies operate as small family businesses. Despite the increasing number of private companies, Irish company law currently fails to clearly distinguish between private companies and public companies. Although a substantial difference exists in their respective requirements and the resources available to them, the activities of large public companies listed on the Irish Stock Exchange and small family businesses incorporated as private limited companies are governed by the same body of company law.

The Company Law Review Group (CLRG) has recognised this fact and one of its primary aims is to simplify Irish company law to ensure that it clearly differentiates between the public company and the private company going forward. Given the prevalence of private companies limited by shares, it is intended to give effect to this proposal by reforming, restructuring and updating Irish company law from the point of view of the private company limited by shares.

A new Companies Bill will be published to implement the CLRG's suggested reforms. It is also intended to consolidate and replace the existing twelve Companies Acts by the new Companies Bill.

Key Areas of Reform

The following include the key reforms aimed at private companies:

Directors' Duties

The CLRG has recommended that the duties to be observed by directors of private companies be clearly provided for in statute to ensure that they are freely available to all directors. At present, many duties derive from common law and are therefore not explicitly mentioned in the Companies Acts 1963-2005.

Company Directors

The CLRG has also recommended that the minimum number of directors required to incorporate a private company be reduced from two to one to avoid forcing directors who are not actively involved in a company to assume onerous duties and responsibilities to facilitate incorporation of that company. For example, currently spouses may be compelled to act as directors of family businesses to ensure compliance with this statutory numeric requirement.

Annual General Meetings (AGMs)

It is expected that private companies will no longer be required to hold AGMs provided the shareholders of such companies unanimously agree to dispense with such meetings. Single-member companies have been exempted from this requirement for some time.

Abolition of Memorandum & Articles

It is also proposed that the current form memorandum and articles of private limited companies be replaced by a one document constitution.

Additionally, it is expected that the membership of a private company limited by shares will be increased from 50 to 99 members.

Ultra Vires

The General Scheme of the Bill (the "Heads") provides that a company will have full and unlimited capacity to carry on and undertake any business or activity both in and outside the State. The rationale behind this provision is to empower private companies with the capacity of a natural

person, thus disapplying the doctrine of ultra vires except where specifically required. In practical terms, this provision, if enforced, will avoid private companies having to outline their objects and powers in a memorandum of association.

It is important to note that private companies are not relieved from their respective duties or obligations under any statutory or common law by virtue of the disapplication of the doctrine of ultra vires.

When can we expect these changes?

The Government has in principle accepted the recommendations put forward by the CLRG. The CLRG has invited users of company law such as directors, shareholders and creditors to make a submission to the CLRG if they believe any aspect of the Heads requires review or if any existing provision of company law requires amendment. Submissions can be made on www.clrg.org. To date, the Heads have received a wide consultation by both members of the public and the members of the CLRG which include the main social partners, the Law Society, Courts Service and Revenue Commissioners as well as those government bodies who regulate and administer company law.

The CLRG expects to finalise the Heads shortly. The document will then be sent to Government for approval and thereafter to the parliamentary counsel to formally draft the Bill. Given its length, it may take up to one year to publish the Bill. Once published, it will then pass through the Dáil and the Oireachtas assuming it is not challenged. It is however anticipated that the Bill will not be challenged given the degree of consultation.

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Footnote:

1. The Company Law Review Group – Directors' Compliance Statements and Beyond (Dr. Thomas B. Courtney: 6 October 2006).



Drug and Alcohol Testing in the Workplace

By Deirdre Crowley, Solicitor, Employment Law.

It is expected that drug and alcohol testing in safety critical industries will become compulsory after Christmas with the publication of regulations under the Health and Safety Act 2005 ("the 2005 Act"). Section 13 of the 2005 Act provides that employees are required to submit to reasonable testing in the interests of health and safety.

When rolling out testing in the workplace, employers need a detailed drug and alcohol policy, setting out how and why testing is necessary. Employers are obliged under the 2005 Act to fully train and consult with employees prior to the roll out of workplace testing.

While turning up to work intoxicated may be interpreted as gross misconduct, employees still have a right to fair procedures and cannot be summarily dismissed. Each case must be considered on its own facts and particular care should be exercised when dealing with alcoholic employees.

In the absence of regulations obliging employers to test, it is recommended that where a risk assessment policy shows that employees under the influence of drugs or alcohol in the workplace are a risk, then workplace drug and alcohol testing should be in place. A drug and alcohol policy needs to be carefully drafted to accurately reflect all factors unique to the employer's industry.

Comfort for Employers

In October 2006, the Employment Appeals Tribunal ("EAT") held in the case of Trevor Kennedy v Veolia Transport Ireland Limited that the claimant's dismissal was not unfair where the claimant provided a breath sample clearly showing that he was over the limit for driving purposes and that it was reasonable that the employer should require the employee to provide a urine sample. The tribunal noted that the employee's contract of employment and union agreement clearly stated that the employee was required to cooperate with the respondent's procedures on drug and alcohol testing. The claimant's union submitted on his behalf that he was unfairly selected for the test. The tribunal held that there was no evidence proffered to

substantiate the claim as the employer had a clear policy of random testing.

This seminal case is of significant comfort to employers as it shows that a zero tolerance drug and alcohol policy rolled out on health and safety grounds, with the appropriate training and fair procedures, will support a fair dismissal for gross misconduct in circumstances where employees breach testing procedures.

Alcoholism - a disability at law

In March 2006, the Labour Court upheld the principle that alcoholism is a disability under the Employment Equality Acts 1998 - 2004. The decision in *A Government Department v An Employee* crystallises the principle that alcoholics cannot be treated less favourably at work.

Facts

In *A Government Department v An Employee*, the claimant was employed by the respondent for 14 years. In April 2002 he was hospitalised for a psychological illness. He was discharged in June 2002 and his doctor said that he would be able to return to work on a phased basis. In fact his employer did not permit him to return to work until October 2002. When he did return, he was given a new job description, was isolated, was told that his work would be monitored, given unrealistic deadlines and treated in a hostile fashion. He did not raise any of these matters with his employers as his doctor advised him to avoid confrontation. The claimant felt the situation became intolerable and he resigned.

The Labour Court found that the employer did not facilitate a phased return to work. It also found that there was a breach of the

implied term of mutual trust and confidence and that bearing in mind the claimant's vulnerability, this justified his resignation. The Labour Court concluded that the claimant had been dismissed for disability reasons and ordered the employer to pay €41,900 in respect of economic loss attributable to the dismissal and additional compensation of €8,000.

Sounding a Cautionary Note to Employers

Employers should exercise caution when dealing with employees who show a pattern of workplace drunkenness or where employees appear to be under the influence of alcohol. As a disability, alcoholism is subject to all rules governing fair procedures and reasonable accommodation and these rules must be applied fairly, consistently and non discriminatorily before any sanction or dismissal is administered.

Best Practice

The employer needs to appraise him/ herself of all the facts, including medical concerns, before deciding to sanction or dismiss an employee for arriving to work under the influence of drugs or alcohol. In terms of reasonable accommodation, employers should offer access to independent counselling through an employee assistance programme or company doctor. A clear drug and alcohol testing procedure should be rolled out, with clear procedures in relation to when and how the testing is to take place.

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Contaminated Land - A New Legislative Regime Insight?

By Aoife Shields, Solicitor, Environment and Planning.

Unlike many other EU and Commonwealth countries, Ireland lacks a specific legislative regime on contaminated land. Soil protection and contaminated land is regulated on an ad hoc basis through various statutory provision and common law rules. This approach to regulation provides little by way of clarity and legal certainty as to liabilities and allocation of responsibility for remediation. This is an unsatisfactory state of affairs from the perspective particularly, of owners and occupiers of land, property developers, environmental consultants and regulatory authorities.

This article proposes to outline briefly the various legal rules governing contaminated land in Ireland and suggests steps to reduce exposure to the risk of liability for contaminated land. It concludes by highlighting future development in this area.

1. The Rules

There is no statutory definition in Ireland as to what constitutes contaminated land. It may be defined as land in such a condition as to cause or be likely to cause significant environmental harm. This could include land on industrial sites, landfills, scrap yards, domestic heating oil tanks and farm waste deposits.

Various statutory provision relating to water pollution, waste management, health and safety, IPPC licences, derelict sites and planning regulate to some extent the protection of the soil and liability for and remediation of contaminated land. However, their application or otherwise depends on the nature of the activity causing the contamination, the use to which the land is put, and the nature and extent of its adverse effect on human health or other environmental mediums. Under the law of tort, a person may also be liable for contaminated land. However, it is unclear when liability would arise, particularly in respect of historical contamination, as the damage must be reasonably foreseeable.

Van der Walle

To compound matters, a recent European Court decision found that unexcavated contaminated soil constitutes waste. Thus

making the holding of contaminated land subject to the waste management regime with its accompanying liabilities and costs. This creates significant environmental risk in respect of land transactions;

For example:

- The owner /occupier of contaminated land can now be regarded as a 'holder' of waste and thus appears to have an obligation not 'to hold, transport ,recover or dispose of contaminated land in a manner that causes or is likely to cause environmental pollution.'
- The vendor of contaminated land can only transfer this land to an appropriate person i.e. a waste licence holder or a local authority. Otherwise, the title in the contaminated land is not transferred and the vendor will remain liable for the contaminated land risk.
- The owner/occupier as holder of contaminated land, may be subject to enforcement proceedings for breach of its obligations under the Waste Management Act. To date though the enforcement authorities, indicate that they will take a sensible approach to instigating enforcement proceedings.

2. Suggested Steps to Minimise the Risk

(a) *Land Transactions*

When buying or selling land you need to consider carefully your approach to environmental risk.

Purchaser

- Conduct comprehensive pre-contract environmental enquiries, particularly regarding the physical condition of the property.
- Consider carrying out environmental due diligence exercise
- Insert appropriate warranties, indemnities in contract for sale /lease.
- Consider bonds, financial securities, and insurance protection.

Vendor

- Make adequate disclosure of environmental condition of the site, otherwise you may be liable to the purchaser.
- Have appropriate warranties and indemnities.

(b) *Property Development - Demolition, construction, remediation works*

Caution needs to be exercised in preparing a site for demolition or construction works to avoid danger to health and safety caused by substances (contaminants) found on or in the ground to be covered by a building. In addition, numerous authorisations may be required in order to remediate contaminated land.

(c) *IPPC Licence Transfer or Surrender*

Caution needs to be exercised when transferring an IPPC licence, as a transferee is deemed to have assumed and accepted all liabilities (including contaminated land), requirements and obligations provided for in the licence, regardless of how and what period they may arise. If the licence is surrendered, the land must be returned to a "satisfactory state", which may include remediation of contaminated land.

3. Future – Watch the Space

The increased pressure in Ireland to redevelop "brownfield" sites, the various developments at EU level (such as Environmental Liability Directive which deals with remediation of environmental damage to land; the proposal for EU Directive on Soil Protection) and the ad hoc regulation of contaminated land in Ireland, may provide the impetus to establish a dedicate statutory regime for the regulation and remediation of contaminated land in Ireland.

Aoife Shields is undertaking an EPA/UCC Research Project on Contaminated Land in Ireland. It will consider current regulation of contaminated land and options for the introduction into Irish law of a dedicated legal regime for the remediation of contaminated land.

Aoife Shields can be contacted at aoife.shields@rdj.ie

Footnote:

1.Environmental Protection Act (England) 1990, Part IIA.



Document Retention and its Importance in Litigation

By Ronan Geary, Solicitor, Litigation and Dispute Resolution.

A company/individual's document retention policy refers to its practice regarding how long it preserves documents (written or electronic) before destroying them.

Your document retention policy can often, in our experience, determine whether or not you are ultimately successful in litigation you are involved in. In this regard, quite simply, when it comes to establishing a case or proving a defence, there is nothing as persuasive as a contemporaneous written document (i.e. a written record made at the time of a conversation 5 years ago is better evidence than someone's recollection now of the same conversation).

It is important to note that there are several statutory provisions which impose obligations on companies and individuals when it comes to setting a document retention policy.

In general, the various Company and Tax Acts provide that tax / accounting records and related documents must be retained for a minimum of 6 years. Various professions such as accountants and solicitors are also advised by their regulatory bodies to retain client files for 6 years as a minimum.

On the other hand, the Data Protection Act, 1988 states that Data Controllers /Processors (defined so broadly as to encompass most companies) shall not keep data "for longer than is necessary" for the purpose it is required for. The Case Studies listed on the Data Protection Commissioner's website make it clear that this obligation is interpreted strictly – i.e. companies who have retained records of a credit card transaction with a customer for as little as 10 months having been told that this is a potential breach of the Act.

But, where legislation is silent, it is still up to you to set your document retention policy. In this regard, the old rule of thumb that you should retain, for a minimum of six years, any document that relates to any potentially litigious dispute remains best practice.

That said it is important to realise that documents you retain can come back to

haunt you in litigation also. Unfortunately, if you are in possession of documents which assist the case being put forward by the other side in litigation, and if they request those documents through the discovery process, then you are obliged to hand over copies of same to the other side notwithstanding the prejudicial effect this will have on your case. Very often the key document in a case will actually have been retained by the party against whom it is ultimately used.

“ The general rule in common law is that there is an obligation upon a company /individual to retain all documents held pertaining to a matter which is likely to become the subject matter of a dispute and, ultimately, litigation. ”

Unfortunately therefore the area of document retention is a legal minefield. Nor can you simply selectively destroy those documents that are potentially prejudicial to you and retain everything else. The general rule in common law is that there is an obligation upon a company/individual to retain all documents held pertaining to a matter which is likely to become the subject matter of a dispute and, ultimately, litigation. Nor is this a legal principle that should be broken lightly as illustrated by a very high profile Australian case entitled *McCabe v British American Tobacco Services Limited*.

In the McCabe case, a woman dying of cancer commenced a claim in 2001 against British American Tobacco (BAT) seeking very substantial damages for the suffering caused to her by the Defendant's products. In the early 1990's a raft of proceedings had issued against BAT from various other cancer sufferers but for legal reasons those cases were never fully prosecuted and the last of the cases was discontinued in 1998. Accordingly in 1999, when there was no litigation in being against BAT, they decided to destroy all documents they retained which could be in any way damaging to them in any future litigation. Accordingly when Ms. McCabe looked for discovery in her action the vast majority of the documents she sought were no longer in existence and could not be discovered.

When Ms. McCabe's case came to trial the Judge found that BAT had effectively scuppered the prospects of any future Plaintiff taking a successful action against them by destroying documents when they knew both that future litigation was likely and that such documentation would be relevant to same. In the circumstances the Judge struck out BAT's defence and determined that Ms. McCabe's case should proceed only as a quantification of damages exercise.

The decision in McCabe was ultimately over-turned by the Australian Court of Appeal, though largely on technical grounds.

The original decision has however been quoted approvingly by the High Court in England in the equally high profile case of *Michael Douglas and Catherine Zeta Jones and Others v Hello Magazine and Others*. Accordingly, given the close relationship between judicial pronouncements on both sides of the Irish sea, any Irish company would do well to think carefully before they shred!

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Firm News

8. Ronan Daly Jermyn were a sponsor at the 2nd Annual family business conference held in UCC on the 29th September 2006.



Colin Walsh (Thomas Crosbie Holdings), Stephen Felle (Davy), Anne Fitzgerald (PwC), Bob Geldof KBE, Prof. Paul Giller (Registrar and Vice-President for Academic Affairs), Garvan Corkery (Ronan Daly Jermyn), Dr Joan Buckley (Director John C. Kelleher Family Business Centre), Anthony Dinan (Thomas Crosbie Holdings), William Greene (Enterprise Ireland).

9. Growing to meet your needs.



At Ronan Daly Jermyn, providing the best service for our clients is our number one priority. Therefore, we have expanded our team and now have five specialist employment lawyers dedicated to giving you practical advice tailored to suit your business needs.

Pictured from Left to Right above: Alice Crowley, Deirdre Crowley, Fergus Long, Jennifer Cashman and Gillian Ahern.

10. RDJ Sponsor CIPD opening event.



The opening event of the Southern Region CIPD programme for 2006/07, took place in the Clarion Hotel. Jennifer Cashman, Partner, Employment Law Unit, RDJ, was the guest speaker and presented an overview of recent developments in Employment Law. Pictured is the Southern Branch Committee members (from left) Michael O'Mahony, Thomas Crosbie Holdings (Treasurer), Tom O'Sullivan, Cork County Council (Chairman) making a presentation to Jennifer Cashman and Damien Burns, P.J. Hegarty Ltd (Vice-Chairman).

13. Recent Transactions.

- RDJ's Corporate & Commercial Department recently acted as legal advisers for PFH Computers on their merger with CK Business Electronics. Garvan Corkery, Partner, headed up the team.
- RDJ acted on the sale of Long Construction Services to SIG plc. Garvan Corkery, Partner, headed up the team which included Ashling Walsh, Corporate and Commercial, Louise Duggan and Evin McCarthy, Commercial Property and John Cuddigan, Tax Partner.
- RDJ's Corporate and Commercial Department recently advised on the sale of Nolan Ryan Partnership, Quantity Surveyors & Project Managers to White Young Green plc. Garvan Corkery, Partner, headed up the team.
- RDJ's Tax Department, acted on the purchase of a group of three hotels in London for Harte Holdings. The team was headed by John Cuddigan, Tax Partner and Adrian Wall, Corporate & Commercial Partner.
- Ronan Daly Jermyn acted for the management sellers of Slane based engineering company, Geith International, which was sold to Ingersoll Rand, a NYSE listed corporate. Adrian Wall, Partner, headed up the RDJ team, which included Jennifer Maher and Ashling Walsh along with tax input from John Cuddigan.



11. Competition law – How it affects your business.

RDJ held a client breakfast briefing on Competition Law, on Wednesday, 22nd November 2006. Diarmaid Gavin, who recently joined the Corporate & Commercial Department from Allen & Overy in London, presented an overview on Competition Law including the consequences of breaching it and practical tips on how to comply.

12. RDJ Sponsor Chambers Ireland's 2006 Excellence in Local Government awards.



Pictured is Eamonn Maloney, Mayor of South Dublin County Council accepting the Local Authority of the Year Award at Chambers Ireland's 2006 Excellence in Local Government Awards in Dublin on Thursday 9th November 2006 with (l-r) Minister for the Environment, Heritage and Local Government Dick Roche, T.D, John Dwyer, Managing Partner, Ronan Daly Jermyn Solicitors (Awards Sponsor) and Robin O'Sullivan, President, Chambers Ireland.

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