



AN ARD-CHÚIRT
THE HIGH COURT

[2022 No. 16 CAB]

[2025] IEHC 73

PROCEEDS OF CRIME

IN THE MATTER OF SECTION 3(1) OF THE PROCEEDS OF CRIME ACTS 1996

BETWEEN:

CRIMINAL ASSETS BUREAU

Applicant

-AND-

DERMOT CALVERT, MARTINA HARTY AND STACEY CALVERT

Respondents

JUDGMENT of The Hon. Mr. Justice Alexander Owens delivered on 15th day of January 2025

1. This application relates to five items of property. The first is a house and apartment on a corner site at Singland Crescent, Garryowen, Limerick (Singland Crescent). The second is a former shop at Cloughan Court, Garryowen (Cloughan Court). This is in the course of being converted into a residence. The third comprises €17,145 cash and STG£30 cash seized from Singland Crescent on 22 June 2019. The fourth comprises €5,680 seized from Singland Crescent on 4 June 2021. The final item is a 171 D VW Passat motor car. The Bureau seeks orders under s.3(1) of the Proceeds of Crime Act 1996 (the 1996 Act) in respect of each of these assets.
2. The sale of Singland Crescent was completed in December 2014. The declared consideration was €17,250. The price was paid directly to the vendor.

3. The main deponent for the Bureau appears to accept that €14,000 of the funds used to buy Singland Crescent came from a personal injuries award of €15,586 which Stacey Calvert received in December 2023. This is based on "*proximity of time.*" Nearly a year elapsed between the date of withdrawal of the money to fund a bank draft for €14,000 from Dermot Calvert's current account, which is said to relate to this purchase, and the date of the statutory declaration produced by the vendor at the closing of the sale to Stacey Calvert.
4. The balance of the €17,250 which made up the declared purchase price of Singland Crescent and the money to pay for the legal costs associated with this purchase came from unknown sources.
5. Stacey Calvert was registered as owner of the non-possessory element of the title to this property in January 2015. She was born in 1993. She is unemployed. She has two daughters who were born in 2018 and 2021. Both of these daughters suffer from cystic fibrosis. She also has a son who was born in June 2023.
6. Up to 28 June 2016 Stacey Calvert's address was recorded in social welfare records as being at the Calvert family home in Fairview Crescent, Garryowen. This is her original family address.
7. The house at Singland Crescent was refurbished after Stacey Calvert bought it. A small kitchen has been added to this house at the rear. It is likely that this refurbishment took place prior to her change of address for social welfare purposes in June 2016.
8. Stacey Calvert resides in Singland Crescent, together with her three children and one of her younger sisters. She has no recorded employment history. She relies on social welfare payments as her sole source of income. In August 2016 she applied for planning permission to extend the house at Singland Crescent at the side and rear and to retain new boundary walls. She did not proceed with these works.
9. Dermot Calvert is Stacey Calvert's father. He was born in 1970. He used to reside in the Calvert family home at Fairview Crescent. He is recorded on the social Welfare system as residing at Singland Crescent since January 2018. He lives in the apartment at Singland Crescent with Martina Harty. She is his second wife. They married in 2023.
10. Dermot Calvert's former wife continues to reside in Fairview Crescent. Dermot Calvert has fifteen children with his first wife. Their youngest child was born in 2009.

11. Martina Harty is recorded in social welfare records as residing at Singland Crescent since June 2021. She was born in 1987. She was also previously married. She has no employment history. She has five children. She had twins in 2012 and a daughter in 2014.
12. The apartment at Singland Crescent consists of a single bed-sitting room and a bathroom. This structure is located in the yard at the back of the main house. It was erected in the period between September 2015 and June 2018. It was not referred to in the August 2016 planning application. It is likely that it was constructed during the latter half of 2017. On 30 September 2020 Martina Harty told Gardaí that she and Dermot Calvert had been living there for the previous two years. They previously resided together elsewhere.
13. The cash of €17,145 and STG£30 seized by Gardaí on 22 June 2019 was found during a search of the apartment at Singland Crescent. Two bundles of €13,185 and €3,186, wrapped in plastic, were found behind the kicker-boards in the kitchen area.
14. Martina Harty claimed ownership of this cash. She said that she was at that stage receiving €198 per week in "dole" and was earning money from cleaning houses. She claimed that she sold a camper van for €9,000 and that €1,700 of the cash seized was David Casey's. She said she got an insurance claim payout in 2018 of nearly €16,000 and withdrew this money in cash from Bank of Ireland three or four months previously. She claimed that she had savings from social welfare and from money earned in cleaning jobs.
15. Cash of €5,860 was seized by Gardaí during a search of Singland Crescent on 4 June 2021. This cash was found in a bedside chest of drawers. Martina Harty claimed ownership of this cash at that time. She claimed that it came from compensation she got from AXA in November 2019.
16. Stacey Calvert is recorded as having acquired the 171 D VW Passat in late August 2021 from an unknown male. It is not known how much money was paid to acquire it. The ownership details of the previous ostensible registered owner of this vehicle were bogus. She was registered as owner of this car from 30 August 2021 to 5 May 2022. She then transferred registration of ownership to David Casey.
17. This car was seventh in a succession of cars which Stacey Calvert was recorded by Revenue as being the registered owner of in the period between 1 July 2016 and 5 May 2022. She was registered as owner of a 131 TS VW Golf in the period between July 2019 and March 2020. She was then registered as owner of a 151 D VW Passat

between March 2020 and October 2021. A Limerick criminal previously owned this car.

18. Stacey Calvert's boyfriend, David Casey, is the father of her children. He does not appear to reside full-time at her house at Singland Crescent. His address of residence, according to social welfare records, is in County Clare. These records show that he was recorded as residing in the Calvert residence at Fairview Crescent until 28 June 2016. He has been receiving disability allowance since September 2016.
19. David Casey was born in November 1991. He received €6,000 compensation for personal injuries in 2019. His mother told a Bureau investigator that he was knocked down in or about 2005 and received €30,000 in compensation for that injury. If this is correct it is likely that he received this money in early 2010, after he attained his majority.
20. On 22 June 2019 David Casey was present at Singland Crescent. He was questioned on that occasion by Gardaí about the cash found by them in the apartment that day. He said that he was living at Singland Crescent. He said that he had given Martina Harty €1,700 to mind. He stated that his mother gave him this money from a carer's allowance which she got because he suffered from mental health issues.
21. At the time of the "*section 2 application*" in these proceedings the Bureau did not have the 171 D VW Passat in its possession. A Bureau officer subsequently took this item from outside Singland Crescent. At that stage David Casey claimed ownership. He asserted that Stacey Calvert was using this car with his permission and that he was paying her car insurance monthly. He produced evidence that he was registered as owner of this car for motor tax purposes. He claimed that he was able to afford to buy a number of cars with money which he received from compensation claims.
22. David Casey was served with the proceedings in this application and afforded an opportunity to advance his claim to ownership of the 171 D VW Passat. He chose not to provide evidence or participate at the hearing.
23. Dermot Calvert bought Cloughan Court in July 2015 for €13,000. Cloughan Court was formerly a corner shop known as "*Mac's*." It was in a derelict condition when he bought it. It comprised a single storey building with no chimney and a flat felt roof.
24. Dermot Calvert paid the deposit of €3,000 for Cloughan Court using a bank draft which was funded by a same-day cash lodgement to his bank account. The balance of the purchase price was funded by a loan of €10,000 from Limerick and District

Credit Union. This loan was advanced on 15 September 2015. The incidental costs of buying Cloughan court have not been quantified. These costs were funded from unknown sources.

25. This credit union loan was fully secured by a lien over a savings balance in Dermot Calvert's shares account. This shares account was mostly funded by round-sum cash lodgements from unknown sources. Prior and subsequent credit union top-up loans to Dermot Calvert were similarly fully secured by savings in his shares account. He periodically used money from unknown sources to make repayments of these loans. Most of the money credited to his credit union savings and loan accounts between 2014 and 2019 consisted of round-sum cash lodgements. On 3 December 2019 he repaid his then outstanding loan balance by transferring €10,621 from his shares account.
26. As of July 2019, renovation works to Cloughan Court were underway. The original roof of the building had been demolished and removed from the site. New gable walls and a chimney breast were in course of construction. In May 2019 Dermot Calvert submitted a planning application permission to retain the work done by that stage and to complete the works and change use of Cloughan Court from a shop to a dwelling.
27. Cloughan Court was inspected on behalf of the Bureau by a chartered quantity surveyor in June 2021. It now has a pitched slate-type tiled roof supported by gable walls and a partially-completed upper floor structure within this roof-space. A new chimney has been built into a new gable wall. Skylight windows provide light into the upper-floor within this roof-space. The only elements of the original structure which remain extant consist of parts of the outer exterior walls. An internal layout of the supporting structure for stud partitions has been installed on the ground floor.
28. The Bureau claims that the cash seized from the apartment at Singland Crescent represents the proceeds of drug dealing and that acquisition costs of Singland Crescent, Cloughan Court and the 171 D VW Passat were financed from drug dealing. The Bureau also claims that the money used to pay for renovations to Singland Crescent and Cloughan Court was financed from drug dealing.
29. The Bureau also claims that Dermot Calvert and Stacey Calvert obtained social welfare payments which they were not entitled to receive and that any overpayments from this source should be regarded as proceeds of crime.
30. Their social welfare entitlements were retrospectively revised by a Bureau social welfare officer who sought repayment of social welfare, based on those revisions.

The grounds for these decisions were failures to disclose changes in their circumstances which increased their means.

31. As a first step in considering this application, I evaluated material considered by the Chief Bureau Officer who has tendered belief evidence under s.8 of the 1996 Act in relation to each of the assets claimed by the Bureau.
32. I assessed whether there are reasonable grounds for his belief that each of these assets comes within s.3(1) of the 1996 Act. This exercise also involved a parallel assessment of the weight which I attached to each relevant belief in deciding whether the overall evidence tendered by the Bureau established, *prima facie*, that each of these items of property represented or was acquired with, or in connection with property that, directly or indirectly constituted proceeds of crime and that each of these assets was under the control of one or more of Dermot Calvert, Martina Harty and Stacey Calvert.
33. Having read the affidavits and exhibits relied on by the Bureau, I have concluded that there are reasonable grounds for belief evidence given by the Chief Bureau Officer that Singland Crescent, Cloughan Court, the VW Passat and the cash seized from the apartment at Singland Crescent on 22 June 2019 and 4 June 2021 are derived from proceeds of crime, are controlled by one or more of Dermot Calvert, Martina Harty and Stacey Calvert and therefore come within s.3(1)(a) and (b) of the 1996 Act.
34. While some of the materials relied on by the Bureau deponents which underpins elements of these beliefs of the Chief Bureau Officer are not persuasive, there is sufficient reliable material to support these beliefs in relation to each of the assets claimed by the Bureau to be derived from proceeds of crime and to show that Dermot Calvert, Martina Harty and Stacey Calvert exercise control of these assets. I accept that this material makes each of these beliefs reasonable.
35. I was not persuaded that overpaid social welfare contributed either directly or indirectly to funding for acquisition of Singland Crescent or Cloughan Court or the 171 D VW Passat or to funding the cost of the works carried out to Singland Crescent or Cloughan Court. The evidence all points to direct use of Dermot Calvert's proceeds of crime to defray the costs of acquiring and improving these assets.
36. There is no evidence that Stacey Calvert used any part of €80,749 means-tested carer's allowance which she received in the period between 5 April 2018 and 30 September 2022 (being the date of the revised social welfare decision which resulted

in her liability to refund this money), on renovations to Singland Crescent or car purchases. Singland Crescent was renovated prior to 5 April 2018.

37. These payments related to the care of her two children who do not enjoy good health. It is most unlikely that money received by her from her social welfare was substituted for proceeds of crime as a source of funding to do up her house or to buy motor vehicles.
38. I also thought that some of the figures used in the Bureau's forensic accountant's lifestyle analysis required adjustment.
39. The reliable elements of the evidence tendered by the Bureau, including the belief evidence of the Chief Bureau Officer, establishes *prima facie* that the assets claimed by the Bureau are either money earned by Dermot Calvert's drug dealing or were wholly or partly funded by cash derived from his drug dealing. He had access to substantial undisclosed means in excess of his sources of legitimate income and means.
40. It is abundantly clear that, with the exception of the €12,545 and of the €14,000, Dermot Calvert, Martina Harty and Stacey Calvert did not have legitimate wherewithal to buy Singland Crescent or Cloughan Court or the 171 VW Passat or to accumulate the cash seized by the Gardaí from Dermot Calvert's apartment at Singland Crescent. They did not have legitimate wherewithal to fund renovations to Singland Crescent or construction of the apartment at the back of the house or the for the conversion of Cloughan Court into a residence.
41. It is most unlikely that any part of this €12,545 was used on renovations to Singland Crescent. Dermot Calvert withdrew most this money from his current account in one tranche long before the sale of that property to Stacey Calvert was closed.
42. Dermot Calvert's claim to Bureau investigators that he generated income from doing "Tommo jobs" ("nixers") in Limerick was wildly improbable and unsupported by objective evidence. His Revenue and social welfare history is that of a person who habitually did little or no work. He has earned €161 from taxable employment in his life to date. He has lived off the State on means-tested social welfare payments.
43. Stacey Calvert, Martina Harty and David Casey have no track record of earnings which could result in the sort of savings which could fund purchases of property or renovations to property or purchases of motor cars or accumulations of cash. They have lived on means-tested social welfare payments.

44. David Casey did not have any legitimate means to fund his alleged purchase of the 171 D VW Passat in 2021. This car was initially registered in the name of Stacey Calvert. It had a dodgy provenance, as had its predecessor. After the change of registration of ownership from Stacey Calvert to David Casey this car continued to be used by Stacey Calvert. It was the latest in a succession of cars registered in her name during a period when she lacked any legitimate means to buy cars.
45. David Casey's explanation to a Bureau officer that he used money from personal injuries compensation awards to buy the 171 D VW Passat and earlier cars is improbable. When he was interviewed by Gardaí on 22 June 2019, he stated that he did not own a car at that time because the cost of insurance was too high. The source of the €1,700 which he claimed that he gave to Martina Harty to mind for him was carer's allowance paid to his mother. He did not suggest at that time that he had any available savings from personal injuries compensation.
46. Dermot Calvert received an injury compensation payment of €12,545 on 31 March 2014. This was lodged to his bank account and he withdrew €12,400 on 2 April 2014. When interviewed by Gardaí on 22 June 2019 he claimed that he used injuries compensation money to buy Cloughan Court. This claim was demonstrably false.
47. The evidence tendered by the Bureau establishes that it is more probable than not that the source of the money used to renovate Singland Crescent and to buy and renovate Cloughan Court and to repay Dermot Calvert's credit union loans and make savings came from Dermot Calvert's activities as a drug dealer. It is highly significant that he was steeped in criminality in 2015. Stacey Calvert could not but have been aware of his criminal activities and that he did not have legitimate means to fund these activities.
48. The Calvert home in Fairview Crescent was searched in August 2015. Stacey Calvert was caught trying to remove tablets with a value of €8,000 and cocaine with a value of €2,000, plus drugs paraphernalia which Dermot Calvert took responsibility for. As a result of this Dermot Calvert was imprisoned for 18 months in 2020. In November 2015 Dermot Calvert was caught in a car with a small number of tablets which he admitted were for sale or supply.
49. In February 2018 a property at Caherdavin, Limerick was searched by Gardai. They found cocaine worth €9,778.80 and a weighing scales and resealable bags. Dermot Calvert admitted responsibility for this. On 16 May 2018 a small quantity of cocaine was found inside this house. Gardaí located a revolver, ammunition, gloves, and a flask containing €2,640 worth of cocaine when they went down a well-worn path behind this house and searched behind the back fence. During the course of a search

on 10 September 2018 cocaine valued at €1,500 was found, which Dermot Calvert admitted that he had for the purpose of sale or supply.

50. Dermot Calvert has a very long history of association with prominent criminals in Limerick, including drug dealers. He is regularly in the company of known drug dealers in Limerick and he is a drug dealer himself. Dermot Calvert was in the drugs trade. This was the source of his income.
51. From August 2014 Dermot Calvert began to make substantial lodgements to his credit union shares and loan accounts. Most of these credits comprised round-sum cash lodgements. They enabled him to borrow sums totalling €54,760 from his credit union in the period between September 2014 and March 2019, while leaving his accumulated credit union savings largely untouched during that period. He made two payments totalling €8,602 in reduction of his credit union loan balance on 15 March 2017. €8,202 of this money came from a personal injury settlement. Most of this payment was applied in reduction of loans advanced after the €10,000 loan for Cloughan Court in September 2015. This loan to buy Cloughan Court was itself at all stages fully secured by credit balances in Dermot Calvert's shares account.
52. Dermot Calvert was able to withdraw €3,900 in surplus funds from his shares account in March 2019.
53. Part of the proceeds of one of these credit union loans can be traced to Dermot Calvert's current account at AIB Bank, O'Connell, Street Limerick. On 28 March 2017 he borrowed €8,500 from his credit union and lodged €6,500 of that money to his AIB Bank current account. On 3 April 2017 he used €6,095 of this money to make a payment transfer from his current account.
54. This pattern of transactions is inconsistent with Dermot Calvert's claim to Gardaí who interviewed him on 22 June 2019 that Martina Harty was able to save the cash found by them in the apartment at Singland Crescent because he paid for groceries, cars, and insurance by earning up to €400 a week doing moving jobs.
55. This pattern of transactions is also inconsistent with Dermot Calvert's explanation to a Bureau officer in May 2022 that he and Martina Harty were at that stage earning €200 to €300 a week from doing painting jobs and cleaning. It is also inconsistent with his claim at that time that he saved money for years to pay for renovations to Cloughan Court. He had access to large amounts of cash during this period.
56. The circumstance that Gardaí found two bundles of cash of €13,185 and €3,960 wrapped in plastic behind the kickboard in the kitchen of the apartment occupied by

Dermot Calvert and Martina Harty on 22 June 2019 strongly indicates that this cash came from proceeds of illicit sales of drugs.

57. Explanations offered by Martina Harty at that time that she put cash aside from savings for their wedding plus €9,000 from the sale of a camper van to a guy on "*Done Deal*" and that €1,700 was David Casey's lack reality. She claimed that she bought this camper van for €7,500 as a result of having got €15,000 out of a claim for a road accident and that she had been saving for nine to ten months. She claimed that small plastic bags found during the search of the type commonly used in drug deals were used for crayons and for Dermot Calvert's medication.
58. Martina Harty produced no objective evidence that this camper van ever existed. Even if it did exist, she had no legitimate wherewithal to buy it. Her explanation of how she came to buy and sell this camper van and to withdraw money from the bank for it was vague. She had insufficient earned income and social welfare to permit her to accumulate cash as savings. An investigation of her bank accounts showed that any compensation which she received in 2015 was long spent. There was no evidence from her bank accounts that she had legitimate wherewithal to engage in the purchase or sale of motor vehicles.
59. While there was some support for the claim that David Casey had been given cash by his mother shortly beforehand, from a carer's allowance which she was paid to mind one of his children, she provided no credible explanation of why this money came to be within these two bundles of cash. The likely explanation for these bundles of cash was that they represented receipts from drug dealing or were intended to be deployed to trade in illegal drugs. This cash was property held or received in connection with criminal conduct.
60. Dermot Calvert owned a 151 OY van which was parked outside Singland Court on 22 June 2019. He claimed that he bought this van for "*seven grand*" about four weeks previously and paid for it by doing "*scams*" and "*Tommo jobs*."
61. Revenue records do not show that Dermot Calvert was registered as owner of a van at any stage in 2019. In the period between March 2016 and September 2019 he was registered as owner of three VW Golf cars. He was not registered as owner of any motor vehicle in the period from September 2019 up to 9 October 2022. However, he may have owned a VW Golf briefly during this period and sold it on without being registered as owner. He makes this point in a replying affidavit.

62. In May 2021 Dermot Calvert was stopped in a 152 D Peugeot Partner which had been acquired from a salvage dealer in County Tipperary for €4,000 in February of that year. He registered his ownership of this vehicle using the name "*David Calvert.*"
63. The wherewithal which enabled Dermot Calvert to acquire and run these motor vehicles came from sources other than his social welfare receipts. There is no acceptable evidence that he ever engaged in significant trading.
64. In the course of an interview on 20 May 2022 Stacey Calvert told a Bureau social welfare officer that Dermot Calvert paid for the renovations to the house at Singland Crescent. She stated she paid about €8,000 on renovation but she could not remember what. She stated that Dermot Calvert also paid for the construction of the apartment to the rear of the house to provide a home for himself and Martina Harty after he left his wife. She stated that David Casey did not contribute to her maintenance and that his only contribution to her children was to get nappies if they were needed. She stated that he had no bank accounts.
65. Dermot Calvert admitted that he paid for the works which were carried out on Cloughan Court. He and Martina Harty intended to convert Cloughan Court into a dwelling and live there.
66. Martina Harty claimed ownership of €5,860 cash seized by Gardaí on 4 June 2021 from a drawer in a bedside chest of drawers in the apartment occupied by Dermot Calvert and herself. She claimed that this money came from an award of compensation which she received from AXA insurance in 2019.
67. The background was that Dermot Calvert, Martina Harty and Stacey Calvert each received €5,500 as compensation as a result of a road traffic accident. The compensation cheques, which totalled €16,500, were lodged to the credit of Stacey Calvert's AIB Bank current account on 8 November 2019. She withdrew amounts of €5,000 and €10,000 on 13 November 2019.
68. Gardaí searched this apartment on five occasions in the period between November 2019 and 4 June 2021. No cash was found on searches which took place on 12 December 2019, 25 March 2020, 19 May 2020 and 1 June 2020. The apartment was searched again on 2 July 2020 and €5,370 was found. This was returned to Martina Harty when she produced a letter from AXA in respect of her claim. The apartment was searched again on 21 April 2021 and no cash was found.
69. The suggestion that Martina Harty kept €5,500 in cash in her apartment from 13 November 2019 until 4 June 2021 is inherently improbable. It is difficult to see how

the cash of €5,370 which was found on 2 July 2020 could have related to the compensation received by Martina Harty in November 2019 either, given that no cash was found in four earlier searches of that apartment.

70. The Bureau suggests that the disclosed price of €17,250 for Singland Crescent was considerably less than the market value of this property and that the disclosed price of Cloughan Court was also less than this property was worth. The Bureau did not produce any documents held by solicitors acting in these transactions or evidence relating to the circumstances of the vendor which would tend to support these suspicions.
71. Evidence has been provided from the Property Price Register of prices paid for houses in Singland Crescent and from records of Limerick City and County Council of prices paid for other former Council properties sold in Garryowen and Cloughan in late 2015 and early 2015. The nearest comparator for Singland Crescent is €45,000 paid for a house on that road in November 2014.
72. This information is insufficient to enable me to form a view on whether these properties are comparable with Singland Crescent and Cloughan Court.
73. The condition of Singland Crescent when the sale price for that property was agreed in December 2013 or January 2014 is not established; nor is it known whether this property was advertised for sale, and, if so, what the asking price was. Singland Crescent was bought at a time which was close to the bottom of the recession in the Irish property market. Cloughan Court was bought in a derelict state. The Bureau has not provided any valuer's evidence of the market values of Singland Crescent and Cloughan Court at the times when these sales were agreed.
74. Chief Bureau Officer's belief evidence relating to funds used to buy Singland Crescent partly relies on suspicion that the disclosed consideration was less than the market value and that this purchase involved a "*payment under the table*" using proceeds of crime or some other criminal *quid pro quo*. This element of the basis for the Chief Bureau Officer's belief that Singland Crescent was bought using proceeds of crime lacks sufficient foundation and is unreasonable.
75. This conclusion is relevant because over two-thirds of the initial acquisition cost of Singland Crescent cannot be shown by the Bureau to be derived from proceeds of crime or to have involved an arrangement to substitute proceeds of crime for Stacey Calvert's compensation award. However, the evidence tendered by the Bureau demonstrates as a matter of probability, that the renovations to Singland Crescent

and construction the apartment there were funded from Dermot Calvert's proceeds of crime.

76. The quantity surveyor engaged by the Bureau states in evidence that "*the cost of these works would have been €205,371 before any professional fees.*" His estimate includes €24,427 for VAT and assumes a priced contract with a builder for works comprising a full renovation of the main house, construction of kitchen extension, construction fit out and decoration of the apartment, and construction of boundary walls and landscaping. This pricing includes cost of provision of cooking and washing appliances. It also includes sums for insurances and preliminaries. This expert did not indicate whether his pricing of the works to Singland Crescent and Cloughan Court were based on building costs applicable in the years during which those works were likely to have been carried out.
77. In summary, the works carried out to Singland Crescent consisted of a kitchen extension, some internal remodelling, refurbishment and fit-out of the main house, modification of the boundary walls and installation of a gate, construction of a front concrete pavement, and construction and fit out of the small apartment, which comprises a single bedroom/living room and small bathroom. This apartment is constructed to a similar standard as that of the kitchen extension at the rear of the main house. The quantity surveyor did not have the benefit of any photographs showing the condition of the interior of the main house prior to commencement of refurbishment.
78. The main house has been replumbed, rewired and redecorated. The heating system is an oil boiler located in a shed to the side rear of the property. The new bathroom fittings in both the main house and the apartment are unbranded sanitary ware. A new kitchen was installed in the main house and fitted with appliances. The windows and doors in the main house were replaced.
79. It is probable that Dermot Calvert engaged direct labour to carry out these works and that tradesmen and suppliers of material were paid in cash. In my view the likely overall cost to him of works to the main house and boundaries was in the order of €70,000 and the likely overall cost to him of the apartment was in the order of €30,000.
80. A glazier stated that he was paid €4,800 to supply and fit the windows, front door, and porch of Singland Crescent and €950 for the door and windows for the apartment. Dermot Calvert paid an architect approximately €3,000 in cash for plans and fees in association with the planning application relating to Singland Crescent.

81. This quantity surveyor also inspected Cloughan Court and the planning file relating to development of a dwelling on this site. An application for planning permission on 15 May 2019 resulted in a decision by the planning authority to grant permission subject to conditions. This expert considers that the construction cost of the work which has been carried out on Cloughan Court to date is €48,305. This estimate includes VAT of €5,476 and assumes a priced contract with a builder who has charged for insurances and preliminaries.
82. It is likely that the amount spent by Dermot Calvert on these works was considerably less than €48,305. It is likely that these works were carried out by tradesmen working for cash and that all of the building materials used to construct the walls, roof and the woodwork within this structure were bought with cash. No details are provided in relation to money paid by Dermot Calvert to an architect to prepare plans and secure planning permission for this development. A total expenditure by Dermot Calvert to date on Cloughan Court of something in the order of €25,000 is likely to be much nearer the mark.
83. It followed from my provisional conclusions that the onus shifted to Dermot Calvert, Martina Harty and Stacey Calvert to demonstrate that the assets claimed by the Bureau are not wholly or partly derived from proceeds of crime. I am not persuaded by their evidence to alter my provisional conclusions in relation to any of the assets claimed.
84. Stacey Calvert asserted in her affidavit sworn on 16 May 2023 that Singland Crescent was close to derelict at the time she bought it and that the previous owner had advertised it for sale at €17,250. I had already formed a view on this aspect of the Bureau's claim prior to considering these averments. Her evidence on this evidence provided support for my initial conclusion.
85. Stacey Calvert also asserted in this affidavit that Singland Crescent was purchased legitimately in the sense that she used an insurance payment and that her partner David Casey had savings from a previous accident in 2007 from which he received €30,000 in 2012. The Bureau was not able to verify any receipt by David Casey of insurance money in 2012. Stacey Calvert did not produce any documentation to vouch her assertion that David Casey received money in 2012 and still had savings available for use in the purchase of Singland Crescent in late 2013.
86. It is more likely that David Casey received a payment-out of compensation after he attained his majority and that this money was long spent by late 2013. The Bureau accepts that €14,000 of the money used to buy Singland Crescent came from a compensation award received by Stacey Calvert.

87. Stacey Calvert also asserted in this affidavit that David Casey got a credit union loan of €8,000 for the purpose of doing work on the family home and promised to adduce further evidence in support of this. No such evidence has been forthcoming. On 22 June 2019 David Casey told Gardaí that he had about "*three grand*" in an account in a credit union in Athlunkard Street, Limerick and that he got a loan of "*two to three grand*" a few years ago which he was paying back at a bit a week.
88. Stacey Calvert claimed that David Casey and his father, who worked in the construction industry, carried out work on Singland Crescent over the years.
89. She also stated that the 171 D VW Passat was registered to her partner David Casey. This brief averment did not address how she came to be registered as owner of seven cars in succession over a short number of years or the reason the 171 D VW Passat came to be registered in her name prior to being registered to David Casey.
90. Stacey Calvert revisited some of these topics in a further affidavit sworn on 14 October 2023. She stated with reference to "*the purchase and sell of a Volkswagen car in October 2012 I was not the purchaser and did not sell the car. This car was bought and sold by David Casey.*" This averment did not address the issues of her involvement in ownership and control of the series of motor cars culminating with the 171 D VW Passat during a period when neither she nor David Casey had legitimate means to buy any of these vehicles.
91. She repeated that the house at Singland Crescent was near derelict when she acquired it and that "*the house was repaired and upgraded as I averred to in in [SIC] my affidavit of the 16th of May 2023.*"
92. She asserted that David Casey's father had a background in the building trade and was able to source second-hand materials carry out most of the repair work to bring the house to proper condition and that this took place over many years on a bit-by-bit basis. She stated that the windows were bought second hand from Thomas Jackson and fitted by him and paid for by instalments. She denied that the architect who submitted the plans for planning permission did any work on her house.
93. These averments did not explain how this semi derelict house came to be completely refurbished and who paid for the labour and materials used in this refurbishment. These works required plumbers, electricians, and other skilled trades. Stacey Calvert did not explain why she engaged an architect to prepare plans and obtain permission a much more ambitious refurbishment of her house in August 2016.

94. Social welfare records disclose that David Casey's father was born in 1964 and died in February 2022. He was on disability allowance from August 2004 until he died. His wife was authorised to collect his social welfare payments on his behalf from 2 November 2016 until his date of death. This indicates that he lacked physical capacity to collect his disability allowance during that period. David Casey was himself in receipt of disability allowance from 2016.
95. As Stacey Calvert pointed out in these affidavits, her income in 2023 was confined to social welfare payments of child benefit, domiciliary care allowance, respite allowance and carers allowance, which enabled her to take care of her two children who suffer from cystic fibrosis.
96. It is likely that the work to make Singland Crescent habitable was carried out prior to Stacey Calvert's move from her family home to Singland Crescent in June 2016. Her only recorded income since September 2011 was jobseeker's allowance. Her eldest daughter was born in March 2018. This event took place long after she had moved into Singland Crescent.
97. Stacey Calvert's affidavits do not adequately address how the balance of the purchase price for Singland Crescent was funded or the source of the money to pay for the legal costs of this purchase or how the cost of refurbishment of Singland Crescent was funded. She has not demonstrated that she did not exercise control over the 171 D VW Passat or its predecessors or that these vehicles were not acquired by use of proceeds of crime. She said that Dermot Calvert paid for the construction of the apartment at Singland Crescent.
98. Dermot Calvert asserted in his affidavit sworn on 21 February 2014 that he worked in the business of collecting scrap metal in a pick-up truck for one or two days a week between May 2009 and October 2017 and that this provided him with income over and above his social welfare receipts during that period. He claimed that he supplemented this with personal injuries compensation payments of €12,545 and €8,202. He received these payments in March 2014 and March 2017.
99. He admitted that he provided a booking deposit of €3,000 for Cloughan Court but did not explain where the cash which was lodged to this bank account to fund this payment came from. He agreed that he received €5,500 from AXA in a personal injury settlement. He asserted that the €5,860 seized by the Gardaí in his apartment in June 2021 "*was surplus funds from my insurance claims received previously.*" Martina Harty claimed that this cash belongs to her and came from her insurance settlement.

100. In a subsequent affidavit sworn on 15 March 2014 Dermot Calvert disputed that he had any connection with the revolver which was found in Caherdavin and refers to the fact that a *nolle prosequi* was entered in respect of drug possession on 28 May 2020. This was the date on which he was convicted of four other drugs offences and sentenced to periods of 12 months and 18 months imprisonment and also received suspended sentences.
101. Dermot Calvert also disputed that he is in league with other Limerick criminals and asserts that sightings of him in the company of these criminals do not prove that he is involved in a criminal gang. In my view the offending which Dermot Calvert does not deny is sufficient to prove that he is an established drug dealer and that he was in receipt of substantial cash associated with drug dealing for a number of years. It also explains the cash which Gardaí found when they searched his apartment at Singland Court on 22 June 2019 and 4 June 2021.
102. Dermot Calvert claimed that he was able to save €1,500 per month to buy Cloughan Court from social welfare allowances which he received to enable his family to subsist and that he used other untaxed income which he has not quantified to support his lifestyle and his family. While I was sceptical of many of the assumptions made by the Bureau's forensic accountant who provided an assessment of deficit in funding of Dermot Calvert's likely expenditure from his legitimate sources of income and other means, it is very difficult to credit that money earned from *nixers* could be a source of funding for the assets claimed by the Bureau.
103. Dermot Calvert's affidavit did not address whether he had any role in funding the purchase of Singland Crescent or in renovating that property or in building the apartment at Singland Crescent or how Dermot Calvert and Stacey Calvert were in position to buy a succession of motor vehicles while subsisting on State social welfare and he was allegedly getting money from *nixers*. His explanation that he was able to divert monthly social welfare, paid to enable his large family to subsist, into savings used to buy Cloughan Court and repay a loan does not accord with the manner in which he accumulated money in his credit union account.
104. Dermot Calvert had no need to borrow €10,000 to buy Cloughan Court because he had sufficient money in his credit union account to pay the balance of the purchase price. This money was accumulated over a period of a year in a manner which was out of kilter with any previous history of saving, but is very consistent with ready access to cash from drug dealing. He has provided no information about the level of his claimed income from scrap dealing or documentation which proves that he was ever engaged in this business. Without credible evidence that Dermot Calvert was in receipt of trading income, any issue of whether gains retained as a result of evasion of tax on such earnings fall to be treated as proceeds of crime does not arise.

105. Dermot Calvert could at any stage pay off all his credit union loans from his shares account. Most of the insurance payment which he received in March 2017 was in fact used to pay down subsequent advances. He had enough money in his shares account to pay off all of these liabilities and his use of this award to reduce his credit union borrowings was a matter of choice.
106. In paragraph 17 of this affidavit Dermot Calvert claimed that he got a payment of €12,545 in November 2014 and lodged this to his AIB Bank current account. He claimed that he used this money to renovate Cloughan Court. These averments were inaccurate and had no factual foundation. This money was lodged to Dermot Calvert's current account on 31 March 2014 and he withdrew €12,400 two days later.
107. Dermot Calvert has provided no evidence of what he did with this money. He did not lodge any of this money to his credit union shares account. This account began to show a pattern of heavy savings from August 2014. If this €12,400 was still available to Dermot Calvert in August and September 2015 he could have used it to buy Cloughan Court. His claim that this money was still available to him after he bought Cloughan Court and that he used it for that purpose is not credible.
108. While Dermot Calvert makes the point that he received €8,202 in compensation in 2017 and a further sum of €5,500 in compensation in 2019, there is no evidence that either of these payments were used to pay for work to Cloughan Court.
109. Dermot Calvert complains that the Bureau's quantity surveyor has not made clear whether he has priced the works carried out to Cloughan Court when he says that they were carried out. He asserts that this pricing is based on 2021 prices and asserts that he spent a total in the region of €12,000 on this work "after the purchase of same in 2015." While there is merit in his complaint that the Bureau's surveyor did not indicate which year he used in his pricing, Dermot Calvert did not state when the work on Cloughan Court was carried out.
110. Dermot Calvert has not produced any invoices for materials purchased or provided details of money expended on obtaining design plans or planning permission. He has not provided the name of his contractor who constructed the walls and roof of the building. He has produced a quotation from Chadwicks dated 18 July 2023 which appears to cover the cost of materials for the roof of the building and seven roof windows. This comes to €9,938, including VAT. This quotation does not appear to include the cost of blockwork or of the internal wooden partitions and elements of the floor of the attic room, as shown in the photographs exhibited. I was not persuaded by this evidence that my initial assessment that it is likely that Dermot Calvert expended a sum in the order of €25,000 on Cloughan Court and that this was funded by him from proceeds of crime was incorrect.

111. Dermot Calvert's assertion at paragraph 23 of this affidavit that his credit union loan accounts show that he was heavily reliant on credit between September 2014 and March 2019 was not correct. He was lent money during that period because he had matching credit balances in his shares account.
112. Martina Harty claimed in her affidavit sworn on 15 March 2014 that the cash found by the Gardaí in the apartment at Singland Crescent on 22 June 2019 and 4 June 2021 comprised savings and €5,500 which she received from AXA as compensation in November 2019.
113. Martina Harty asserted that she and Dermot Calvert received €11,000 in compensation and that they held it in cash in their house in anticipation of their wedding which eventually took place in 2023.
114. On 22 June 2019 Gardaí seized €17,145 which she also claimed was savings accumulated for their intended wedding and to renovate Cloughan Court. Gardaí searched her apartment on a number of occasions in 2019, 2020 and 2021. All of this made it rather unlikely that Martina Harty would continue to keep cash received from her insurance claim in late 2019 in her apartment. The excuse that cash in the apartment came from this insurance claim had worked once, even though this cash had not been found in previous searches.
115. As for the provenance of the €17,145, Martina Harty claimed that she got some of this money from O'Gorman Solicitors as part of a settlement in 2015, under which she was paid €20,000 inclusive of her legal costs. She did not specify how much she was paid out or provide an adequate explanation of why she continued to hold any money from that settlement as cash in 2019.
116. She has produced no documentary evidence to support her claim that part of the money seized came from the sale of a camper van as a result of an advertisement on "*Done-deal*" or that she ever even owned a camper van or bought this vehicle out of money she received in 2015 as a result of her compensation claim. She was receiving social welfare in 2019 and on her own explanation to Gardaí of her earnings in 2019 she had little wherewithal to buy and sell motor vehicles or save money.
117. Martina Harty's affidavit did not address the answers which she supplied when interviewed by Gardaí on 22 June 2019. At that stage she was unable to say what the make of the camper van which she bought was or provided details of the man who she claimed that she bought it from. She claimed that she bought it with €7,500 out of a road traffic accident which she got the previous year and that she had

received "15 nearly 16 grand." This money went into " Bank of Ireland...down town. I can't remember that number." She claimed that she paid cash for the van. She claimed she bought the van from "A man in Tipperary. It was registered in my name to here."

118. This was all very vague. In fact, there is no indication that Martina Harty was ever registered with Revenue as owner of a camper van. She was registered as owner of a 98 LK Renault Laguna in 2007 and as owner of a 152L Toyota Avensis between December 2019 and 2021. Martina Harty has produced no bank account information to verify her explanation that she paid for this van by making a withdrawal from an account containing money paid to her as compensation.
119. Martina Harty's affidavit makes no effort give a credible explanation of why she divided the €17,145 in cash into two separately wrapped lots of €13,185 and €3,960. The background context, which she could not but have been aware of, was that her apartment was being searched because Dermot Calvert was suspected of using it in the course of his business as a drug dealer and that he had previously been found in possession of illegal drugs for the purposes of supply.
120. When Gardaí searched this apartment, they found cash wrapped in plastic, which is often a feature of the way that cash accumulated from drug deals is stored, along with boxes containing two thousand of the little plastic baggies which drug dealers use to make up individual deals. Martina Harty's explanation that these baggies were plastic food bags or akin to plastic food bags stored elsewhere in the house and were got for use to store children's crayons and Dermot Calvert's medication is rather improbable.
121. I am not persuaded by Martina Harty's comments on Garda O'Grady's analysis of Martina Harty's bank accounts. The first point here is that her Bank of Ireland current account did not show any evidence of receipt of a compensation payment. Secondly, her AIB current account showed a lodgement of €10,000 on 20 November 2015. Nearly all of this money was spent by 1 January 2016. Most of it was spent in dribs and drabs. There was one withdrawal of €3,000 on 9 December 2015. The manner in which this account was operated does not support her claim that she was also setting aside money from her social welfare payments and that this money was then used to buy motor vehicles for cash. This claim is nothing more than an unverifiable assertion.
122. The result of all of this is that there is no acceptable evidence which rebuts the evidence which establishes as a matter of *prima facie* probability that the cash seized by Gardaí in the apartment at Singland Crescent in June 2019 and June 2021

was drug-dealing money. This included any money which David Casey provided to Martina Harty.

123. It follows that there will be an order under s.3(1) of the 1996 Act in relation to each the assets set out at paragraphs 2,3 4 and 5 of the Schedule to the notice of motion. There is no basis on which I could be satisfied that the making of these orders would result in a serious risk of injustice. These assets comprise Cloughan Court, the proceeds of the two amounts of cash seized from the apartment at Singland Crescent and the 171 D VW Passat.
124. The position in relation to Singland Crescent is a little more complex. Evidence has been tendered, which I accept, that this property was virtually derelict when it was bought. A valuer estimates that it is now worth in the order of €170,000 which is comparable with the sale price achieved for a different house on Singland Crescent in October 2022 as shown in the Property Price Register.
125. The difficulty for Stacey Calvert is that she is the owner of Singland Crescent in its current condition because she has been subsidised by her father's proceeds of crime. Her only contribution to this property was a payment of €14,000 at a time when Singland Crescent was virtually valueless. She depended on her father to pay for her motor cars and to put this property into a condition which enables her to live there. She has had a very bad break in life in that she has two young daughters with cystic fibrosis. This misfortune has befallen her and her daughters after she got the benefit of Singland Crescent.
126. Could this be a basis on which I could be satisfied that there would be a serious risk of injustice if I were to make an order under s.3(1) of the 1996 Act? I have rather reluctantly concluded that I do not think so. She chose to benefit from proceeds of crime by accepting the benefit of Singland Crescent prior to suffering her current misfortune. She has brought upon herself any misfortune which arises from the manner in which she has availed of proceeds of crime to enrich herself.
127. It is evident that Dermot Calvert retains a significant element of control over Singland Crescent. He has built an apartment in the yard of the main house. There is no reality in treating the apartment as a separate asset to the main house. I have little doubt that in the event that I do not make an order under s.3(1) of the 1996 Act in relation to the main house at Singland Crescent he will remain there and that he will eventually end up back in the main house.
128. When Singland Crescent is eventually sold, as it will have to be, the State will be obliged to provide alternative accommodation for Stacey Calvert and her children.

While this move will be unpleasant and distressing for both Stacey Calvert and her children, there is nothing special about Singland Crescent which makes it more suitable for their medical needs and wellbeing than any other accommodation.

129. I have noted that in the unusual circumstances of this case the Bureau will allow Stacey Calvert and her children to continue to reside in Singland Crescent for seven years from the date of the s.3(1) order relating to this property. This will give Stacey Calvert and her children the advantage of being allowed to reside rent free in property which they do not own and which must eventually be disposed of for the benefit of the people of Ireland.

130. The only remaining question is whether some adjustment should be made to the order to recognise Stacey Calvert's initial contribution to the purchase price of Singland Crescent. In my view it is necessary to make some allowance to compensate for this contribution to ensure proportionality, while also bearing in mind that the Bureau's attitude means that she is getting the benefit of a further seven years' free occupation of this property.

131. My solution to achieve this proportionality will be to declare that Stacey Calvert has an equitable lien on the Singland Crescent for 20% of the net proceeds of the eventual sale of Singland Crescent and to propose that there be no order for costs against her in these proceedings.