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SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION - ATLANTIC COUNTY  
DOCKET NO. ATL-L-1942-94

VERA COKING, )  
)  
Plaintiff, )  
)  
vs. )  
)  
IACONELLI CONSTRUCTION, and TRUMP )  
PLAZA ASSOCIATES d/b/a TRUMP PLAZA )  
HOTEL and CASINO, and DONALD J. )  
TRUMP, personally, )  
)  
Defendant. )

DEPOSITION OF  
DONALD J. TRUMP

ORIGINAL

REPORTED BY CATHERINE M. WYBLE, CSR-CM, RPR,  
Notary Public for the State of New Jersey, in the  
offices of Donald J. Trump, Trump's Castle, 1 Castle  
Boulevard, Atlantic City, NJ, on Wednesday, July 17,  
1996, commencing at 8:55 a.m.

A P P E A R A N C E S:

JAMES R. SWIFT, ESQUIRE  
702 North High Street, Box 175, Millville, NJ 08332  
Cocounsel for the Plaintiff  
  
GLENN A. ZEITZ, ESQUIRE  
1230 Brace Road, Box 8445, Cherry Hill, NJ 08002-8445  
Counsel for the Plaintiff  
  
KROLL & TRACT  
BY: DAVID A. LAUGHLIN, ESQUIRE  
One Gateway Center, 17th Floor, Newark, NJ 07102-5311

PAULL & WYBLE  
Certified Shorthand Reporters  
300 Union Lake Road  
Millville, NJ 08332  
(609) 825-1430



1 DONALD J. TRUMP, after having been first  
2 duly sworn or affirmed at 8:55 a.m., was examined and  
3 testified as follows:

4 \* \* \*

5 EXAMINATION BY MR. ZEITZ:

6 Q. Would you be kind enough to state your name for  
7 the record.

8 A. Donald John Trump.

9 Q. And what is your present address?

10 A. 725 Fifth Avenue, New York, New York.

11 Q. Mr. Trump, I assume that this is not your first  
12 deposition.

13 A. No, it's not.

14 Q. Can you give me a ballpark idea of how many times  
15 you have been deposed?

16 A. No, but many.

17 Q. So there is no need for me to go into the usual  
18 rights that witnesses have; is that a fair statement?

19 A. Correct.

20 MR. ZEITZ: We are going to proceed on  
21 the usual stipulations; is that correct?

22 MR. LAUGHLIN: Yes.

23 MR. ZEITZ: Okay. Let me have this  
24 marked for identification purposes.

25 (Demolition Contract is hereby marked for

1 identification as Exhibit Trump 1, 7/17/96, C.W.)

2 Q. Now, Mr. Trump, I would like to show you a  
3 document that's been marked for identification purposes.  
4 We are calling this Trump 1, and this at the top is  
5 entitled Demolition Contract?

6 A. Yes.

7 Q. Do you recognize this document?

8 A. Vaguely.

9 Q. Well, take your time and take a look at it.

10 A. Okay. Yeah. Vaguely. It's a demolition  
11 contract.

12 Q. Well, demolition contract between whom?

13 A. Trump and Iaconelli.

14 Q. When you say Trump, is that Donald Trump  
15 individually or is that one of the corporate entities  
16 that you operate under?

17 A. It looks here as though it's individual with  
18 rights to transfer into a corporation.

19 Q. Okay. So is it a fair statement that this is a  
20 contract between you individually and Iaconelli  
21 Contracting, Inc.?

22 A. I really don't know. You would have to ask my  
23 lawyers.

24 Q. Well, do you remember signing this document?

25 A. No. It's my signature, but I don't remember

1 signing it. It was negotiated by others.

2 Q. Did you play any part in the negotiations?

3 A. Very little.

4 Q. Did you at least read the contract before you  
5 signed it?

6 A. Just perused it.

7 Q. Well, were you aware of the contents of the  
8 contract before you signed it?

9 A. No. I rely on people for that.

10 Q. So you just signed it without having read this  
11 document?

12 A. I saw the price. I saw the price. I've heard he  
13 is a very good contractor, and he did a very good job.

14 Q. Well, that wasn't the question.

15 A. That's okay.

16 Q. And we are going to get through this a lot  
17 quicker if you just focus on the question.

18 A. Okay. Thank you for telling me that.

19 Q. Do you recall what the scope of the work was?

20 A. Yes.

21 Q. What was the scope of the work?

22 A. To demolish the steel and concrete structure,  
23 which was about ten stories tall, down to the ground  
24 level.

25 Q. Was there other work that was involved besides

1 that?

2 A. Essentially that was it.

3 Q. Now, when you say the steel structure, is that  
4 what's referred to as the old Penthouse site?

5 A. Correct.

6 Q. And was that steel structure at the time over and  
7 around the property owned by Vera Coking to your  
8 knowledge?

9 A. It encircled that property.

10 Q. Now, do you recall whether or not the work that  
11 was to be performed under this contract was to be done  
12 pursuant to the satisfaction of you or one of your  
13 representatives?

14 A. My representatives.

15 Q. Okay. Do you remember who was that  
16 representative?

17 A. Mr. Ribis.

18 Q. In addition to Mr. Ribis, were there any other  
19 representatives that you can recall that would have  
20 acted on your behalf during the performance of this  
21 contract by Iaconelli?

22 A. No. I would say primarily Mr. Ribis was  
23 delegated the authority.

24 Q. So where it says -- I would like to invite your  
25 attention to Section 2. If you look down, approximately

1 the sixth line, it says "... under the management and to  
2 the satisfaction of the owner's representative."

3 A. Correct.

4 Q. Is it your testimony that the individual that  
5 would be referred to in this contract as the owner's  
6 representative would be Nicholas Ribis?

7 A. Well, that's who they would report to ultimately.  
8 So I imagine so.

9 Q. So would the chain of command, if you will, be  
10 that the contractor, Iaconelli, would report to Mr.  
11 Ribis with regard to the performance under this  
12 contract?

13 A. Well, or somebody under Mr. Ribis, and they would  
14 go back to him to get the final approval.

15 Q. Now, do you recall whether or not there was a  
16 progress schedule that was included in the contract?

17 A. I don't remember,

18 Q. Well, let me invite your attention to page 4,  
19 Section 5, where it says Progress Schedule. Have you  
20 had a chance to look at that?

21 A. No.

22 Q. Take your time.

23 A. Okay. I have seen it now.

24 Q. Does that refresh your recollection?

25 A. No.

1 Q. Well, take a look at 5.1.'

2 A. Go ahead.

3 Q. You see where it says, "Time is of the essence in  
4 the commencement, prosecution, and completion of the  
5 work."

6 A. Yes.

7 Q. Do you recall having now read that language and  
8 is it true that time was of the essence in commencement,  
9 prosecution, and completion of work?

10 A. No. What was most important was the safety of  
11 your client and doing it at a more leisurely pace but at  
12 a safer pace. That was to me most important.

13 Q. So even though the contract says that time is of  
14 the essence --

15 A. Safety was more important than the time to me.

16 Q. To you?

17 A. Yes.

18 Q. But do you agree at least that this language is  
19 contained in this contract? You don't dispute that, do  
20 you?

21 A. Yes. Absolutely. I was -- time is very  
22 important, but safety was much more important; and if  
23 time was delayed because of safety, it's an acceptable  
24 reason.

25 Q. Now, do you recall whether or not there was a



1 progress schedule?

2 A. No, I don't know.

3 Q. Well, let me ask you this. Do you recall whether  
4 or not the work involving the demolition of the Holiday  
5 Inn Hotel was to precede the demolition of the Penthouse  
6 structure?

7 A. You have to understand I had people that do this.  
8 I don't do this. There is no reason for me to be even  
9 wasting your time, because I am not involved in this. I  
10 signed a contract, but I have representatives that  
11 handled it. I was not involved.

12 Q. Well, when you say you are not involved -- you  
13 are the party to the contract, are you not, sir?

14 A. That's true, but I have people -- it's called  
15 delegation. I have some very good people from -- very  
16 talented construction people, and they were responsible  
17 for this, not me, and they know, and I'm sure they could  
18 tell you much better about the contract than me.

19 Q. Well, we have a contract here, and you signed it.  
20 So let's take a look at ~~the bottom of page 4~~. I would  
21 like you to take a look at the language where it says,  
22 "Contractor shall achieve completion of that portion of  
23 the work involving the complete demolition of the  
24 interior two floors of the Holiday Inn Hotel, as  
25 described in the second paragraph of Exhibit A, the

1 Holiday Inn Work, within six weeks after notice to  
2 proceed is given by owner..." Do you see that language?

3 A. Yes.

4 Q. Isn't it true that the demolition work at the  
5 Holiday Inn was to begin first?

6 A. You change things on a job. It doesn't  
7 necessarily work that way, no. I mean it may be at the  
8 time of the signing of the contract that seemed like the  
9 best method, but the contract may have come to us and  
10 said could we start at a different time, at a different  
11 location; and if it made sense, we would let them change  
12 it. We are not going to hold them to it.

13 Q. Let me ask you this. Do you recall whether or  
14 not, in fact, the demolition began at the Holiday Inn  
15 Hotel?

16 A. I told you, I wasn't involved. I wasn't involved  
17 in this contract.

18 Q. So, sir, is it your testimony that you don't know  
19 at this point whether or not the demolition work that  
20 Iaconelli performed began at the Holiday Inn first?

21 A. I do not know that, no.

22 Q. Has anyone ever told you?

23 A. It is not of major consequence whether they began  
24 at the Holiday Inn or the other site. The only thing  
25 that was very important to me was the safety aspect of

1 it, and on that I was very strong.

2 Q. Take a look at the bottom of page 4. It says,  
3 "Substantial Completion of the entire work shall be  
4 achieved not later than twenty weeks after the  
5 commencement date." You see that at the bottom of page  
6 4?

7 A. Yes, I do.

8 Q. So do you agree that what the contract called for  
9 was all of the work to be done within approximately a  
10 five-month period of time?

11 A. Yes.

12 Q. And isn't it true that if the work wasn't done  
13 within the time schedule that was provided for you under  
14 the contract, there were certain remedies that you had  
15 for a breach against Iaconelli?

16 A. That's correct.

17 Q. Now, do you recall whether or not as part of the  
18 contract it was Iaconelli's responsibility to provide a  
19 progress schedule to you or your representatives?

20 A. I really don't know.

21 Q. Let me invite your attention --

22 A. You would have to ask -- well, you can invite my  
23 attention, but I don't know. You would have to ask my  
24 representatives.

25 Q. Well, let me invite your attention to page 5,

1 paragraph 5.1.3. It says in that paragraph in the third  
2 line, "... contractor shall submit a progress schedule  
3 in bar chart form to the owner setting forth the time  
4 periods for the performance of all elements of work on  
5 the project." Now, having read that language, do you  
6 recall whether or not at any point in time --

7 A. I have no idea.

8 Q. -- any bar chart forms were submitted to you or  
9 any of your representatives?

10 A. I have no idea.

11 Q. Would you agree at least that pursuant to the  
12 terms of the contract, that was an obligation of  
13 Iaconelli to you?

14 A. Perhaps, but it may have been waived by one of my  
15 representatives.

16 Q. Do you know that, whether it was ever waived?

17 A. I have no idea.

18 Q. Has anyone told you that it was ever waived?

19 A. No.

20 Q. Has anyone ever submitted to you or discussed  
21 with you a bar chart form setting forth the progress of  
22 the demolition work?

23 A. No. As you know, they haven't.

24 Q. No, I don't know that for a fact.

25 A. They do.

1 MR. ZEITZ: Counsel, I would make a  
2 request as part of our request for discovery for the  
3 production of any bar chart forms that may have been  
4 submitted at any point in time by Iaconelli to either  
5 Mr. Trump or any representatives.

6 MR. LAUGHLIN: Fine. If such an item  
7 actually exists, we'll be glad to provide it.

8 MR. ZEITZ: Thank you.

9 Q. Now, do you recall what the contract provided  
10 with regard to any changes in the work?

11 A. No.

12 Q. Let me invite your attention to page 6, paragraph  
13 6.1.

14 A. Go ahead.

15 Q. Do you recall whether or not any change in work  
16 could be performed by Iaconelli without your approval?

17 A. I really don't know. You would have to ask my  
18 representatives.'

19 Q. Well, take a look at Section 6 and see if that  
20 refreshes your memory of the contract that you signed.

21 A. It doesn't.

22 Q. Have you looked at it?

23 A. Yes.

24 Q. Have you looked at 6.1?

25 A. Yes, I have.

1 Q. Isn't it true that you -- and you were the owner  
2 of the property; isn't that true?

3 A. Correct.

4 Q. So you were the owner and also the signatory on  
5 the contract?

6 A. Correct.

7 Q. That you as the owner could at any time without  
8 notice to the contractor's sureties --

9 A. I don't have to read it.

10 Q. -- make any changes --

11 A. You are just trying to delay the proceeding. You  
12 don't have to read this. I have read it.

13 Q. -- and the contractor will be bound by the  
14 changes; isn't that correct?

15 MR. LAUGHLIN: For the record, the  
16 document speaks for itself. Mr. Zeitz, you don't have  
17 to keep reading.

18 A. I read much faster than you do I suspect, and you  
19 don't have to read it.

20 Q. Let me ask you this, Mr. Trump.

21 A. I did not see this. I do not know this. This is  
22 for my people, not for me.

23 Q. Let me ask you this. It says that no such change  
24 in the work shall be valid or authorized except by a  
25 written change order in the form prescribed by the owner

1 and executed by the owner.

2           So my question is this. During the entire time  
3 of the demolition and the work performed by Iaconelli,  
4 can you tell me whether or not there was ever a written  
5 change order executed?

6 A.       I have no idea.

7 Q.       Have you ever discussed whether or not a change  
8 order in the work was ever issued with any of your  
9 representatives?

10 A.       No.

11 Q.       Do you know if any exists?

12 A.       I have no idea.

13                   MR. ZEITZ: Well, Counsel, I would ask  
14 for the production of any written change orders that  
15 would have come into existence during the time period of  
16 the demolition.

17                   MR. LAUGHLIN: If any exist, we will be  
18 glad to produce them.

19 Q.       Do you recall whether or not the contractor could  
20 proceed with any additions or deletions without written  
21 instruction from you in any way?

22 A.       I have no idea.

23 Q.       Well, take a look at 6.2 on page 7.

24                   MR. LAUGHLIN: Are we going to go through  
25 every item in the contract like this? Mr. Trump has

1 already testified that he does not know the details of  
2 this contract and that this was delegated to his people.  
3 Are we going to go through every line of the contract?

4 MR. ZEITZ: No. We are going to go  
5 through the ones that are relevant, and so far every one  
6 has been relevant.

7 A. It's the same answer.

8 Q. So whatever I ask you is going to be the same  
9 answer; you don't know anything?

10 A. I know very little about it except that I wanted  
11 safety for your client.

12 Q. That much you know?

13 A. That I know. I know that very well.

14 Q. Well, let's take a look at 6.2, because it says  
15 that the contractor should keep daily records and that  
16 such records shall be submitted daily for authorization  
17 and approval by the owner. Do you know whether you or  
18 any of your representatives ever received such records  
19 as referred to in 6.2?

20 A. I have no idea.

21 MR. ZEITZ: Well, I ask counsel for the  
22 production of those documents if any exist.

23 Q. Who was the superintendent who represented you?

24 A. Dean Anderson.

25 Q. Now, Section 8 refers to that the contractor



1 shall provide the services of a competent superintendent  
2 approved by the owner. Who was the competent  
3 superintendent who was approved by you who was provided  
4 by Iaconelli?

5 A. I was never introduced.

6 Q. So you don't know who that person was?

7 A. No, as you can understand.

8 Q. Now, it also gives you the right to replace a  
9 superintendent if in your judgment the superintendent is  
10 unsatisfactory without additional cost to you. At any  
11 point in time, did you or any representative of yours  
12 ever replace the superintendent who was provided by  
13 Iaconelli?

14 A. Not that I know of.

15 Q. And as of this date, you don't know who that  
16 person is; is that correct?

17 A. That's correct.

18 Q. No one has ever told you; is that right?

19 A. I have never needed to know. My representatives  
20 knew. That's all I needed to know.

21 Q. Which representatives?

22 A. Dean Anderson.

23 Q. Now, isn't it true that one of the provisions of  
24 this contract --

25 A. By the way, if Dean Anderson was the super for me

1 at that time. He may have come on a little bit later  
2 than that, but otherwise, his predecessor.

3 Q. Well, do you know who that would be?

4 A. No, I don't know.

5 Q. This Dean Anderson, does he work for you?

6 A. Yes, he does.

7 Q. What's his position?

8 A. He is a superintendent of construction.

9 Q. And does he have an address?

10 A. Yes. He is now working at the Taj Mahal.

11 Q. So that's his address?

12 A. Correct.

13 Q. So he continues to be in your employ; is that  
14 correct?

15 A. Yes, he is.

16 Q. Now, isn't it true that one of the other  
17 provisions of this contract provided among other  
18 things -- I'm referring to, if you care to look at it,  
19 paragraph 11.2 on page 9.

20 A. Okay.

21 Q. In order to induce CRDA to advance and to  
22 continue to make advances to the owner if they agree  
23 there was a subordination, that was agreed with regard  
24 to any liens, encumbrances, or mortgage; isn't that  
25 true?

1 ~~A.~~ Yes.

2 Q. Is it true that one of the reasons for that is  
3 that it was anticipated that you would be applying to  
4 the CRDA for funding to assist you in the financing of  
5 the demolition getting your cost back?

6 A. Perhaps.

7 Q. Well, when you say perhaps, isn't it true that  
8 there was a provision in the agreement that allowed you  
9 an escape clause out of the agreement if the approval  
10 funded by CRDA did not come forward?

11 A. I think that was in there, but I really don't  
12 know.

13 Q. Take a look at Section 22, page 15. It says,  
14 "Approval of Funding by CRDA." Isn't it true that you  
15 had applied for CRDA funding?

16 A. I don't know.

17 Q. And that in the event that CRDA funding was not  
18 forthcoming, that gave you the option to declare this  
19 contract null and void?

20 MR. LAUGHLIN: I'm going to object to the  
21 form of the question because the contract speaks for  
22 itself. You can answer.

23 A. The contract does speak for itself, but I don't  
24 know. You would have to ask Mr. Ribis specifically as  
25 to CRDA.

1 Q. Well, I'm just trying to find out your  
2 understanding.

3 A. I have no understanding. All I have is a  
4 demolition contractor with a contractor that very safely  
5 took down a building around your client.

6 Q. Isn't it true that if the CRDA funding did not  
7 come in this particular matter, that you as the owner  
8 and the signer of the contract could have declared this  
9 contract null and void?

10 A. That's what the contract says. So I guess the  
11 answer to that is yes.

12 Q. Who is Emil Newman?

13 A. Emil Newman is a job representative, a man that  
14 was on the job I think at the time of this demolition.

15 Q. Is he still in your employ?

16 A. I don't believe so.

17 Q. Where is he employed now, if you know?

18 A. I don't know.

19 Q. When did he cease being in your employ?

20 A. Year and a half ago.

21 Q. And what were the circumstances surrounding that?

22 A. No circumstances. It was just he was -- I don't  
23 believe he was feeling very well, and he just wasn't --  
24 we just didn't know whether or not we were going to use  
25 him for the rest of the job, but he is a very good man.

1 Q. Was he fired or discharged by you?

2 A. I have no idea. You would have to ask.

3 Q. Did he resign?

4 A. I really don't know.

5 Q. Well --

6 A. I just know that he is no longer with us.

7 Q. Who would be in the position to know the reasons  
8 why he was separated from employment?

9 A. Mr. Ribis I would think.

10 Q. Nicholas Ribis. Is there anyone in the personnel  
11 department of the -- did he work for Trump Plaza  
12 Associates?

13 A. I have no idea.

14 Q. Besides Mr. Ribis, who else would know, if  
15 anyone, what the circumstances were surrounding Mr.  
16 Newman's discharge?

17 A. I would think mostly Mr. Ribis. Maybe Mr.  
18 Anderson.

19 Q. Who is Patricia Wild?

20 A. She is an attorney, in-house attorney at Trump  
21 Plaza.

22 Q. Is she still an attorney at Trump Plaza?

23 A. I think she is an attorney at Trump Castle now.  
24 We moved her over to Castle.

25 Q. Isn't it also true that you had the right

1 pursuant to the contract to assign contract documents to  
2 CRDA?

3 MR. LAUGHLIN: Again, I'm going to object  
4 to the form of that question. The contract speaks for  
5 itself.

6 A. I really don't know.

7 Q. So you have no recollection?

8 A. I don't know. Yes, I do not have any  
9 recollection.

10 Q. Take a look at page 14, 17.2, and see if that  
11 refreshes your recollection.

12 A. Yes, it does.

13 Q. What's your recollection now?

14 A. It looks like it speaks for itself. I probably  
15 did have the right.

16 Q. Do you recall whether or not the contract  
17 provided for either the contractor or you to provide  
18 watchmen at the job site?

19 A. I have no idea. The answer is somebody would  
20 have had watchmen there, I think usually it's the  
21 contractor. Typically in a demolition contract, it's  
22 the contractor.

23 Q. Do you recall whether or not you had the right to  
24 elect to provide a watchman or watchmen at the project?

25 A. I don't recall, but I'm sure it's in the

1 contract.

2 Q. Well, take a look at page 17, section 25.1, and  
3 see if that refreshes your recollection, and take a look  
4 at approximately seven lines down.

5 A. Correct. Okay.

6 Q. All right. Now that you've had an opportunity to  
7 refresh your recollection, can you tell me whether at  
8 any point in time during the entire demolition work, you  
9 as the owner ever elected to provide a watchman or  
10 watchmen at the project site?

11 A. I'm not aware of it. My people would know. I  
12 wouldn't know.

13 Q. Let me ask you this. During this time period  
14 that this demolition work was going on, did you  
15 routinely on a daily basis come to Atlantic City?

16 A. No.

17 Q. No. Can you tell us approximately how long from  
18 start to finish all the demolition work took, ballpark?

19 A. I would say maybe seven months, eight months.

20 Q. And do you recall approximately what month and  
21 what year it began?

22 A. No.

23 Q. Let me ask you this. During the approximate  
24 seven months or so that this demolition work was taking  
25 place, can you estimate how many times on a monthly

1 basis you would have been in the Atlantic City area?

2 A. Maybe once a month.

3 Q. Once a month?

4 A. Um hum. (Affirmative)

5 Q. Okay, and do you fly in?

6 A. I fly in.

7 Q. Do you ever recall during the flights that you

8 took in ever seeing from the air the project site,

9 seeing work going on?

10 A. Yes.

11 Q. How many times do you recall doing that?

12 A. One or two.

13 Q. Okay, and during any of those aerial flights over

14 the job site, did you ever see a watchman or watchmen at

15 the project?

16 A. No. I wouldn't know. My people would do that.

17 You don't see watchmen from 2,000 feet up.

18 Q. How about walking around? Did you ever walk

19 around that area during that --

20 A. I don't like walking in demolition sites because

21 buildings tend to collapse.

22 Q. How about the boardwalk? Walk the boardwalk at

23 all?

24 A. I watched a little bit as the construction was

25 taking place -- or that the demolition was taking place,



1 yes.

2 Q. And during what time period do you remember  
3 watching the demolition taking place?

4 A. I don't know the time periods.

5 Q. Do you remember what stage the job was in at that  
6 point?

7 A. Varying stages over a period of months.

8 Q. Varying?

9 A. As I was going to Atlantic City, if I was in the  
10 Trump Plaza area, I take a look.

11 Q. And you can actually see the site very easily  
12 from Trump Plaza; is that correct?

13 A. That's right. They did a very beautiful job.

14 Q. So you can in the confines of your own office or  
15 your own casino look out and you can see the entire job  
16 site; isn't that correct?

17 A. No, not from my office.

18 Q. Well, how about from other locations in the  
19 casino?

20 A. I didn't see it that way. I saw it from the  
21 street as I was going in.

22 Q. Did you ever make any on site inspections?

23 A. No, not during demolition. I was off site, and I  
24 watched the progress; and they did a very, very safe and  
25 beautiful job. The client is very lucky.

1 Q. How many times were you on site?

2 A. I would say each time I was in Atlantic City,  
3 maybe once a month, I was at the building looking from  
4 the street just to check out the demolition. If I would  
5 see some of the workers, I would talk to maybe the top  
6 man. I would say, "How are things going?"

7 And it was always, "Very well."

8 Q. Who would the top man have been?

9 A. Mr. Iaconelli.

10 Q. Well, how many discussions do you recall having  
11 with Mr. Iaconelli during the entire time period that he  
12 was doing demolition work at the site?

13 A. Maybe a couple.

14 Q. And tell me what your recollection is of your  
15 first conversation.

16 A. Just very brief.

17 Q. And what was it?

18 A. The same. "How are things going?"

19 "Very well, Mr. Trump."

20 And it looked like they were going well to me.

21 Q. Is that the sum total of all the conversations  
22 you ever had with Mr. Iaconelli?

23 A. Yes. In terms of during the demolition, yes.

24 Q. How about in terms of anything else, with regard  
25 to anything else that was going on? Did he ever discuss

1 with you any litigation or lawsuits that were being  
2 brought with regard to allegations of unsafe activity at  
3 the site?

4 A. Well, I told him to be very careful with your  
5 client, because I said she is an extremely litigious  
6 person. She sued Guiccione and I think lost. She sued  
7 a number of people, and she'll hire some third-rate  
8 lawyer I told him. (Don't let this reflect on you, of  
9 course, but I said she would hire some third-rate )  
10 lawyer, go in and sue, and I predicted she was going to  
11 sue if Leonardo da Vinci took down the building. I said  
12 that she was going to be suing us someday, so be very,  
13 very careful with her both in terms of safety, which is  
14 important from a moral standpoint, and in terms of the  
15 fact that no matter how well you do, we are going to get  
16 sued.

17 Q. Didn't you have when --

18 A. So I congratulate you for getting the account.

19 Q. When did you have this conversation?

20 A. At the beginning of the demolition process --

21 Q. Yes, and when would that have been?

22 A. -- because I know how litigious and unreasonable  
23 your client had been over the years, not only to me but  
24 other people that had that site.

25 Q. You harbor some type of bitterness or animosity

1 A. He spent millions of dollars building around her  
2 and never even made her an offer?

3 Q. That's right.

4 A. I doubt that.

5 Q. Why don't you produce a formal offer for me?

6 A. If she were reasonable, I would, but she is not a  
7 reasonable person. If she was a reasonable person --  
8 she has been there for fifteen years trying to block  
9 every owner of that site.

10 Q. Do you believe that paying \$251,000 from CRDA is  
11 a reasonable offer?

12 MR. LAUGHLIN: Excuse me? What was that?

13 Q. Do you believe that paying a woman \$251,000 for  
14 that property is a reasonable offer?

15 MR. LAUGHLIN: Objection. Don't answer  
16 that question.

17 THE DEPONENT: I won't answer it. I'm  
18 just curious.

19 Q. That was the offer, 251.

20 MR. LAUGHLIN: He is not going to answer  
21 that question as to whether or not it's reasonable. He  
22 is not here for that purpose.

23 THE DEPONENT: If you want to go off the  
24 record for one --

25 MR. ZEITZ: Yeah. Go off the record.

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(Discussion off the record.)

\* \* \*

(WHEREUPON, THE DEPOSITION WAS HEREBY  
CONCLUDED AT 10:40 A.M.)

C E R T I F I C A T I O N

\* \* \*

I, CATHERINE M. WYBLE, a Certified Shorthand  
Reporter and Notary Public of the State of New Jersey,  
do hereby certify that the foregoing is a true and  
accurate transcript of the notes of testimony taken by  
me in the above-captioned matter and that the deponent  
was first duly sworn by me.

Cmw  
CATHERINE M. WYBLE, CSR-CM, RPR  
CSR Certificate No. XI01090

My commission expires 2/16/2000.

Dated: 8/28/96