

# Mapping out Cross-Examination Through Deposition Testimony©

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## **A. The Deposition: Risk-Free Cross-Examination**

Unless you can read minds, the only way to avoid a breach of the cardinal rule of cross examination — never ask a question to which you don't already know the answer — is to have already asked the question, during the course of a prior deposition of the witness. In a time of limited discovery every deposition is necessarily a cross-examination. It is unusual to depose a “friendly” witness, unless the deposition is one taken for the purposes of preservation of testimony. Because parties are generally limited to deposition of an adverse party plus two non-party witnesses under C.R.C.P. 26(b)(2)(A), in addition to the deposition of adverse expert witnesses under C.R.C.P. 26(b)(4)(A), parties are well advised to use this valuable discovery and trial preparatory resource judiciously: Depose only those witness who are hostile to your position, cross-examining them before they ever get to the courthouse to testify.

Depositions serve many valuable purposes at once: (a) they serve to identify the strengths and weaknesses of your case; (b) they provide both an impetus and incentive for settlement; (c) they supply the foundation for summary judgment; and (d) they are the riskless roadmap for an effective cross-examination at trial. These inter-related benefits from and purposes of the deposition derive almost entirely from the adversarial nature of the deposition. It is, in many cases, the client's first real and direct involvement in the litigation;

it is invasive and expensive; it is often irreversible; and it is usually unrefereed. Unlike responses to written discovery, answers to questions posed in deposition are seldom scripted by lawyers. Sure, deponents, particularly parties and experts, are prepared for their deposition by their attorneys, but it is the rare deponent who is truly prepared with scripted answers to an effective cross-examination in the deposition setting.<sup>1</sup>

In the context of the current State and Federal Rules of Civil Procedure, e.g. C.R.C.P. 30(d)(1), the attorney defending a deposition is prohibited from coaching the witness through “speaking” objections. Therefore, even with frequent breaks in which the attorney takes the opportunity to “woodshed” the witness, sooner or later, the deponent will provide an answer, outburst, or narrative that will be useful in constructing the trial cross-examination.

Some of the most helpful cross-examination testimony has come from questions posed during the heat of the deposition. For example:

1. In the deposition of an expert witness for the general contractor in a construction case, identified to testify that the koa hardwood flooring constructed over a radiant heated 2,200 square foot “ballroom” was “in accordance with industry standards,” the expert actually agreed that the construction was defective. See attachment A for actual deposition excerpts.
2. In the deposition of a senior executive of a financial institution in a lender liability case involving allegations of misconduct by a co-borrower, the officer admitted that the loan guarantor had specifically apprised the bank of numerous acts of criminal misconduct but that the bank did nothing, and in fact lent additional money. See attachment B for actual deposition excerpts.
3. In the deposition testimony of the father of an employee who embezzled nearly half a million dollars from his employer, the defense,

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<sup>1</sup> Of the approximate five hundred depositions I have taken over the years, I can count on one hand those deponents who succeeded throughout the course of the deposition in either evading, equivocating or sticking to the script, such that the deposition provided little to no assistance in mapping out ultimate trial cross-examination.

that the father loaned the money to the son which accounted for the large, questionable deposits in the son's bank account, was turned against the defendants. See Attachment C for actual deposition excerpts.

The reason that deposition questions are “risk-less” cross-examination is illustrated by the fact that the answers to any of the sample questions posed during depositions (set forth in Attachments A through C) could have been the opposite of what the answers actually were, without impact on the ultimate prosecution or defense at trial. Simply put, a “good” answer at deposition which favors your client's cause can be used by you in cross-examination; a “bad” answer will not be.<sup>2</sup>

### **B. Casting a Wide Net — More is Better**

A multi-day deposition may yield thirty minutes of effective cross-examination. My average deposition lasts one day, comprises 250 pages of questions and answers, and yields 10 pages or 30-45 minutes of cross-examination. In your search for facts which support your cause and injure your opponent's, cast a wide net: “More is better” — only during the deposition; the opposite is true of effective trial cross-examination. To get the latter from the former, editing, a process in which 96% of the deposition is left on the cutting room floor, is required. In this process, the more you have to work from, the better off you are. As a result, when warranted by the amount at issue, a multi-day deposition, in which the examination is entirely unscripted, un-chronological, far ranging and all encompassing, is preferable to a two hour, scripted, targeted,

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<sup>2</sup> A party cannot use his own favorable deposition testimony to “bolster” trial testimony. See, C.R.E. and F.R.E. 613. Therefore favorable deposition testimony will not be presented to the trier of fact unless the opponent attempts to use, out of context, unfavorable deposition testimony, and the favorable testimony is necessary to place the unfavorable in context. See C.R.E. and F.R.E. 106.

and, typically predictable, deposition examination.<sup>3</sup> In order to accomplish this, the trial attorney should be well-prepared, flexible and, above all, a good listener. Some of the best deposition testimony, later cross-examination material, comes from a follow-up question to testimony that could not have been predicted at the time the deposition examination was formulated. Preparation for a multi-day deposition should consist of review by the trial attorney of all relevant pleadings, and, most importantly, every document exchanged by either party in the case. Flexibility in the course of a deposition means, for example, holding a particular follow-up question until the deponent has fully and responsively completed his or her answer to the question posed. The result of all of the above is a road map to effective cross-examination.

### **C. Use Of A Deposition For Impeachment At Trial — The Pitfalls And The Pavlovian Response**

The roadmap for mapping out cross-examination through deposition testimony must interweave both the witnesses' testimony on direct examination, which you intend to discredit on cross, and those admissions which you have wrangled out of the witness in his or her deposition. After conducting a thorough deposition, the trial attorney should be able to reasonably anticipate points made on direct for which cross-examination will be targeted; however, the cross-examination "road map" is just that — it is an outline that contains explicit instructions as to certain points, but only general directions concerning the open highways between destinations.

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<sup>3</sup> Far too many practitioners follow a scripted chronological approach which begins with walking the deponent through his or her post-high school educational background, employment history and licenses or certifications. Rather than beginning your "cross-examination" by allowing the deponent to walk down memory lane and laud his or her credentials, try beginning the deposition with a destabilizing question or area which gives the deponent discomfort rather than a feeling of security.

Impeachment with prior inconsistent deposition testimony requires that the trial lawyer go through a certain, recognizable ritual. First there must be a statement from the witness which is inconsistent with the prior deposition testimony. That statement was either elicited on direct examination or must be elicited by you during cross (with the idea that the current testimony is directly contrary to deposition testimony previously given). Second, you must cross-examine the witness with a leading question which, ritualistically, begins with something like “Isn’t it in fact true that ...” and concludes with a verbatim extract of either deposition question which was answered by the witness “Yes,” or the deposition answer given in narrative form. Third, upon denial by the witness, the ritual continues with the familiar “Do you recall having your deposition taken in the case” on such and such a date, and “At that time, you provided testimony under oath, which was transcribed by a certified court reporter,” and “At that time you were represented by an attorney,” and “You were provided an opportunity to review that testimony and make any changes to that testimony,” and “You took advantage of that opportunity,” and “The testimony you gave at that time was truthful and accurate.” At that point, permission to approach the bench and tender the original, sealed deposition transcript is sought, the deposition is unsealed with a theatrical flourish and handed to the witness, and the witness is directed to a certain page and line and asked “During that deposition you were asked ..., and your response was ....” And the conclusion of the ritual usually ends with something like “And so Mr. Smith, it is in fact true that ....” (reiterating the initial question that elicits the inconsistent statement).

The process is described as a “ritual” because it must follow the basics of the above format, in order to be permitted by the court under Rule 613 of the Federal and State Rules of Evidence. And, as wooden as this approach may seem, it should follow the same format using the same stimulus to elicit, in Pavlovian fashion, the same response from the witness, so that you do not have to go back to the deposition the fourth through twelfth time that you do this. Instead, you need only say the magic words and wave the deposition as you say them, and the witness will know that an inconsistent answer will trigger further embarrassment.

The primary pitfalls of this approach are (a) it tends to lack any element of spontaneity and (b), as straightforward as the process may seem, many practitioners, and some judges improperly or idiosyncratically apply Rule 613(a) of the Federal and State Rules in establishing the elements of an impeachment through prior inconsistent statements (*i.e.*, requiring that the witness be shown the statement before the question can be asked “now you previously testified that....”)

One solution to the lack of spark which results from a wooden application of the above ritual is to vary the approach after two or three instances of impeachment by deposition and avoid the stereotypic leading question “Isn’t it true that ...?”, in favor of one which appears to be more spontaneous and narrative, such as “Would you characterize the Plaintiff’s conduct as ...?”, where the potential impeachment testimony is a narrative answer of the deponent which, in fact, so characterizes the Plaintiff’s conduct. If the witness’ answer is “No,” then back to the deposition you go; if the witness’ answer is “Yes,” you have established a point which you wanted to make in a manner that appears to be less

leading and more spontaneous. The key to accomplishing this, however, lies in first establishing control of the witness in the more Pavlovian fashion outlined above.

## Attachment A

Q Let's go to Item E, the "Koa Wood Tongue and Groove Flooring in Great Room."

Q How much time do you think you spent looking at the great room floor?

A I would estimate 45 minutes.

Q All right. And during that time you walked around and observed the floor, correct?

A Correct.

Q And you also used a Wagner L606 electronic meter and measured the humidity or moisture — the moisture content of various planks in that floor; is that right?

A That is correct. Measured the moisture content, to clarify that.

Q And based upon that 45 minutes of observation and the readings that you took with the electronic meter, you reached some conclusions, didn't you?

A Yes.

Q Wouldn't you agree that there would be less shrinkage if the backs of the Koa planks had been sealed?

A I would agree it might slow the process down, but I do not believe it would eliminate it.

Q Did the size of the Koa planks make a difference, in your opinion?

A No, in my opinion, they are the correct size.

Q Why do you conclude that a 4-inch wide plank is the correct size?

A Material wider than that might have started to expand and contract more and develop more cracks.

Q Well, wouldn't you agree that a 4-inch plank is more prone to reveal shrinkage than a 2-1/2-inch plank?

A Yes.

Q Would you also agree that the larger the area, the more likely it is to reveal shrinkage?

A Yes.

Q When you couple the — have you ever seen a room this large, by the way, other than, of course, a gymnasium?

A Certainly gymnasiums and museums, yes.

Q Have you ever seen a room in a home as large as this one?

Q Was this one of the largest rooms you have ever seen with a hardwood floor in a residence?

A It rates as being a large room in a residence, yes.



Q When you couple the size of this room with the size of the planks used, wouldn't you expect there to be an accentuation of the shrinkage with the confluence of those two factors?

A The size of the room certainly allows for the shrinkage to be more noticeable.

Q Right. Then when you couple that with the size of the plank, 4-inch plank versus, say, a 2-1/2-inch plank, doesn't that accentuate the noticeability of the shrinkage?

A I am not sure that it does.

Q Then let's add a third factor. Put that big floor with those big planks on top of radiant heat, would you agree that would accentuate the possibility and noticeability of shrinkage?

A I would agree that radiant heat would have an influence.

Q Let's look at what I have marked as Deposition Exhibit 18. And I will represent to you that this is a document that comes from Smith Construction Company's files on the Jones house, so it would appear to have been in their research files for this floor.

Have you seen this document before?

A I have not.

Q Have you had a chance to review Deposition Exhibit 18?

You recognize that this is a document that is copyrighted by the Hardwood Manufacturers Association?

A I see that

Q And this is a document that, unlike any document in your file, specifically addresses radiant heat and hardwood floors, isn't it?

A That's correct.

Q And in bold print on the first page of Deposition Exhibit 18 it states "it is not recommended to install plank hardwood flooring, 4" or wider, over a radiant heat system."

Do you see that?

A I see that.

A I have never found that 4-inch was an impractical width. I would not do anything wider than 4-inch. I have never seen it not recommended as this document states.

Q Well, if you'll turn to Page 4 of the Deposition Exhibit 18 under "QuickTips" —

Q It says under that section that solid North American hardwood flooring is available in pieces that are either less than 3-inch, referred to as strip flooring, or more than 3-inch wide, referred to as plank flooring.

Q Then continuing on with Page 5 of Deposition Exhibit 18, there is a statement “With flooring strips, the wider the board, the greater the potential for gaps between the boards when they experience these seasonal changes.”

Do you see that?

A Yes, I do.

Q It then concludes “It isn’t recommended to use radiant floor heating under plank flooring wider than 3”.

Do you see that?

A I see that.

Q Do you agree with that statement?

A Well, based on their research, then I would have to agree with them.

Q Now, you have earlier in your testimony identified — agreed that with a plank stile or plank size floorboard, there is a greater likelihood that you will see — that you will notice shrinkage, right?

A We talked about width and we talked about the wider it is, the more obvious any expansion and contraction joints may be visible.

Q And you agree with that?

A I agree with that.

Q And so when you take the wider plank, the 4-inch plank, and you couple that with a larger room as we had here, 2200 square feet, and you couple that with installation over radiant heat, as the Hardwood Manufacturers Association recognizes in Deposition Exhibit 18, you would agree, would you not, that the confluence of all three of those factors makes shrinkage more noticeable, correct?

A Yes.

Q Would you describe the confluence of the three factors we have been discussing — the size of the room, the fact that it’s radiant heat and that you’re installing hardwood over radiant heating, and the size of the Koa planks — would you describe the confluence of those three as a construction defect?

A I don’t believe I have an answer for that.

Q As between a home builder and a homeowner, who do you think is in a better position to know that the confluence of those three is going to create noticeable shrinkage?

A Given those two choices only, I would have to say the home builder.

## Attachment B

Q Let's talk about that meeting first. What did Mr. Smith -- Mr. Smith requested that meeting with you and Mr. Deids?

A I believe so.

Q Do you recall him informing you of specific discoveries that he had made concerning Mr. Jones's use of SG proceeds?

Q And did Mr. Smith tell you and Mr. Deids that Mr. Jones was siphoning loan proceeds into his personal bank accounts relative to that Utah investment?

A I believe that was his statement.

Q Do you recall Mr. Smith informing you and Mr. Deids of other discoveries made relative to SG's activities in Colorado and relative to the specific Bank loans?

A Yes.

Q And what do you recall about him informing you of those discoveries?

A Statements of misuse on Property A.

Q What do you recall of the statements of misuse on Property A?

A That he was taking dollars for his personal benefit.

Q Do you recall Mr. Smith informing you that 401(k) employee contributions, while deducted, had not been paid over to the plan administrator?

A Yes.

Q Do you recall Mr. Smith raising concerns about 941 withholding liabilities, trust fund liabilities that he believed were not getting paid?

A I'm not sure I know what 941s are.

Q Employee contributions to FICA, federal tax withholding.

A I was informed that there were withholdings that had not been paid, yes.

Q Do you recall Mr. Smith informing you and Mr. Deids that these other investors had been brought into Properties A and B by Mr. Smith?

A Yes.

Q That they were friends of Mr. Smith's?

A Yes.

Q And that he felt responsible for their investments?

A Yes.

Q And do you recall Mr. Smith telling you and Mr. Deids that both he and those investors had been defrauded by Mr. Jones?

A Yes.

Q Did Mr. Smith make a request of you, Mr. Deids, at the conclusion of that meeting?

A I believe the request was that he wanted to know what the bank was going to do about it.

Q And what did you and Mr. Deids tell Mr. Smith at the conclusion of that meeting?

A That we would have to go to our counsel and talk with our committee.

Q Did you tell Mr. Smith that you would investigate all of the various allegations that he had relayed to you in that meeting?

A I'm not sure it was stated that way.

Q Did you tell Mr. Smith that if what he was telling you was true, that you would not advance Mr. Jones or SG any more money under the various loan agreements?

A No.

Q Do you recall Mr. Smith asking you to take action to remove Jim Jones from control of these various entities?

A Yes.

Q Do you recall Mr. Smith asking you to do that so that he or someone else could get in control and complete the developments so that the bank could be repaid and Mr. Smith's investors could be repaid?

A Yes.

Q And what was your response to that request?

A Basically, that at that particular point in time, they were the management and the ownership and we thought they should get together and come back with a game plan to us.

Q Do you recall Mr. Smith telling you he's not going to come back with a game plan, he's a crook, you need to get him out?

A Yes.

Q When Mr. Smith told you he's a crook, you need to get him out, what was your response?

A No response. I heard what he had to say.

Q As a result of that meeting, what specifically did the bank do?

A We basically reported through the loan committee, the circumstances, the information received. Made a statement that, in our opinion, that -- again, what was necessary was for the ownership and the management to come up with a game plan to present back to the bank.

### Attachment C

Q (By Mr. Vellone) Did you loan your son and daughter-in-law \$2,500 in January of 1995?

A No. I have no record of that. '95?

Q Right.

A January of '95, no.

Q Turn to the next statement, bank statement, Deposition Exhibit 8. Do you have that in front of you, February of 1995?

A Yes.

Q And, again, I'm directing your attention to "deposits and other additions," that line item.

A Yes.

Q Did you loan your son and/or daughter-in-law \$1,300 in the month of February of 1995?

A No.

Q If you'll turn to the next statement, and directing your attention to the "deposits and other additions" line item, did you loan your son and/or daughter-in-law \$1,990 in the month of March of 1995?

A No.

Q In fact, you loaned your son \$250; is that right?

A Right.

Q By the way, look at the statements that we've been going through. A Uh-huh.

Q Look at the "checks, withdrawals, and other charges" during these time frames as well.

A Yes.

Q Let's go to the April 1995 statement. Do you have that in front of you?

A Yes.

Q And directing your attention to the "deposits and other additions," did you loan your son and/or daughter-in-law \$6,500 in the month of April of 1995?

A No.

Q In fact, you didn't loan them any money in that month, did you?

A No.

Q Turn to the next statement. It's June of 1995.

A June?

Q Yes.

A Yes.

Q Did you loan your son and/or daughter-in-law \$6,900 in the month of June of 1995?

A No.

Q You didn't loan them any money in that month, did you?

A No.

Q Did you loan your son and/or daughter-in-law \$6,500 during the time frame of August 7, 1995, through September 8th, 1995?

A No.

Q In fact, you loaned them \$700 during that time frame, right?

A Right.

Q Now, I haven't been specifically directing your attention to this, but, for example, on the last statement that we were just looking at, you see that there were 74 checks written totaling \$6,522.78. Do you see that?

A I see that.

Q Do you understand, sir, that that is about three and a half times your son's monthly salary?

A Yes.

Q Do you know where that money came from?

A I have no idea.

Q Did you loan your son and/or daughter-in-law \$10,000 during this time frame?

A No.

Q Did you loan them any money during this time frame?

A No.

Q And then if you look, a total of 94 checks were written during this month totaling almost \$9,000. Do you see that?

A Yes.

Q Do you recognize the fact that that is four and a half times your son's monthly salary, net salary?

A Right.

Q Do you know where that money came from?

A No.

Q If you'll turn to the next statement, it's October 6, 1995, through November 1995. And the "deposits" line item is on the first page again of this statement. Do you see it?

A Yes.

Q Did you loan your son and/or daughter-in-law \$9,000 during the time between October 6th, 1995, and November 7, 1995?

A No.

Q Did you loan them any money during that time frame?

A No.

Q Turning to the next statement, November 7, 1995, through December 7, 1995, the "deposits" line item; do you see that?

A Yes.

Q Did you loan your son and/or daughter-in-law \$3,000 during that time frame?

A No.

Q Did you loan them any money during that time?

A No.

Q Turning to the next statement, this would be December 8, 1995, through January 8, 1996. During that time frame, did you loan your son and/or daughter-in-law \$10,000?

A No.

Q So the answer is: You didn't loan them any money during the time frame represented by the statement we were just looking at?

A Right.

Q If you'll turn to the next one. It's a statement covering the period of time January 9, 1996, through February 7th, 1996. During that time frame, did you loan your son and/or daughter-in-law \$7,800?

A No.

Q During that time frame, you did loan them some money, however?

A Yes.

Q How much?

A \$300.

Q When you made these loans, and I know we're kind of going back in time here, can you remember, were these loans made on your son's request for money?

A Yes.

Q That he needed money?

A Yes.

Q Does it appear to you from the bank statement that he needed money?

A Well, no, it doesn't from the bank statements, no.

Q Let's go to the next statement, February 8, 1996, through March 7, 1996.

Q He wrote checks totaling more than twice his net salary that month, didn't he?

A Yes.

Q All right. Let's go to the next statement that is March 8, 1996, through April 5, 1996.

A (Witness complies.)

Q And directing your attention to the "deposits" line item. During that time period did you loan your son and/or daughter-in-law \$7,200?

A No.

Q Did you loan them any money during that time period?

A No.

Q Turning to the next statement, this is May 8th, 1996, through June 7, 1996. Directing your attention to the "deposits" line item, during that time frame, did you loan your son and/or daughter-in-law \$5,600?

A No.

Q Did you loan them any money during that time period?

A No.

Q The next statement is June 8, 1996, through July 8, 1996.

A Yes.

Q And at page 2, do you see the "deposits" line item?

A Yes.

Q During this time frame, did you loan your son and/or daughter-in-law more than \$14,000?

A No.

Q Did you loan them any money?

A No. Oh, wait a minute. Yes, I did.

Q You loaned them \$800?

A I did.

Q Is that right?

A Yes.

Q Was that because your son told you that he needed money?

A Yes.



Q And based on what you see was occurring in his bank account during that time period, does it appear that he needed money?

A No.

Q He had a \$6,000 ending balance, didn't he?

A Right.

Q Do you understand that's three months of his net income from ABC Company? And do you understand that the deposits that month are eight months of his net income from ABC Company?

A Yes.

Q Do you know where that money came from, sir?

A No.

Q Turning to the next statement; July 9, 1996, through August 7, 1996.

A (Witness complies.)

Q Directing your attention to the "deposits" line item. During that time period, did you loan your son and/or daughter-in-law \$3,800?

A No.

Q Did you loan them any money during that time period?

A No.

Q Turning to the next statement, covering the period August 8, 1996, through September 9, 1996, directing your attention to the "deposits" line item.

A (Witness complies.)

Q During that time period, did you loan your son and/or daughter-in-law over \$16,000?

A No.

Q Did you loan them any money during that time period?

A No.

Q Now, while you have that in front of you, take a look at two pages into that statement, the 140 checks that are shown paid totaling \$16,000. Do you see that?

A Uh-huh.

Q Do you understand that your son just spent eight months of his net income from ABC Company?

Q During the -- well, the statement date is July 9, 1997, through August 7, 1997. Do you have that in front of you?

A Yes.

Q And are you looking at the "deposits" line item?

A Right.

Q Did you loan your son and/or daughter-in-law \$9,000 that month?

A No.

Q You loaned them \$800; is that right?

A That's right.

Q That's because your son said he needed money; is that right?

A Right.

Q Does it appear from the bank statement that covers that time period that he needed money?

A No.

Q Turning to the next month's statement, covering the period of August 8, 1997, through September 8, 1997, directing your attention to the "deposits" line item, did you loan your son and/or daughter-in-law during that time period over \$11,000?

A No.

Q Did you loan them any money during that time period?

A No.

Q Turning to the next month's statement, covering the period of time from September 9, 1997, through October 7, 1997. Directing your attention to the "deposits" line item, during that time period, did you loan your son and/or daughter-in-law \$9,600?

A No.

Q Did you loan them any money during that time period?

A No.

Q Turning to the next month's statement.

A (Witness complies.)

Q Covering October 8, 1997, through November 7, 1997. Looking at the "deposits" line item, did you loan your son and/or daughter-in-law during that time period nearly \$16,000?

A No.

Q Did you loan them any money?

A Yes. I think -- yes.

Q How much?

A \$600.

Q Is that because your son told you that he needed money?

A Yes.

Q Does it appear that he did during that time period, based upon his bank statement?

A No.

Q Turning to the next month's statement covering the period of time from November 8, 1997, through December 5, 1997, and looking at the "deposits" line item, did you loan your son and/or daughter-in-law over \$10,000?

A No.

Q Did you loan them any money during that time period?

A Yes.

Q How much?

A \$800.

Q Was that because your son represented to you that he needed money?

A Yes.

Q Does it appear that he did, based upon his bank statement?

A No.

Q Directing your attention to the next exhibit -- or next statement in Exhibit 8, December 7, 1997, through January 8, 1998, and looking at the "deposits" line item, did you loan your son and/or daughter-in-law during that time period over \$10,000?

A No.

Q Did you loan them any money during that time period?

A No.

Q Turning to the next month's statement covering the period of time from January 9, 1998, through February 6, 1998. Looking at the "deposits" line item, did you loan your son and/or daughter-in-law over \$14,000 during that time period?

A No.

Q Did you loan them any money during that time period?

A No.

Q Turning to the next month, February 7, 1998, through March 6, 1998, and looking at the "deposits" line item, during that time period, did you loan your son and/or daughter-in-law over \$8,000?

A No.

Q Did you loan them any money?

A No.

Q Going to the next month's statement, covering the period of time from March 7 through April 7, 1998, directing your attention to the "deposits" line item, during that time period did you loan your son and/or daughter-in-law almost \$15,000?

A No.

Q During that time period, did you loan them any money?

A No.

Q Turning to the next month's statement covering the period of time from April 8, 1998, to May 7, 1998, looking at the "deposits" line item, during that time period, did you loan your son and/or daughter-in-law nearly \$12,000?

A No.

Q Did you loan them any money during that time period?

A No.

Q Turning to the next month's statement in Exhibit 8.

A (Witness complies.)

Q Covering the period of time from May 8, 1998 through June 5, 1998, looking at the "deposits" line item, during that time period, did you loan your son and/or daughter-in-law \$10,000?

A No.

Q Did you loan them any money during that time period?

A Yes.

Q How much?

A One thousand.

Q \$1,000?

A Yes.

Q Sir, is that a lot of money to you?

A Yes.

Q And did you loan that money to your son based upon his representation that he needed money?

A That's right.

Q And does it appear in his own bank statement during that time period that he needed money?

A No.

Q Turning to the next month's statement, June 6, 1998, through July 7, 1998, you'll have to turn to page 2 to find the "deposits" line item.

A (Witness complies.)

Q During that time period, did you loan your son and/or daughter-in-law over \$21,000?

A No.

Q Did you loan them any money during that time period?

A Yes.

Q How much?

A \$800.

Q And was that based upon the representation by your son that he needed money?

A Yes.

Q And based upon the fact that he deposited almost 12 months of his net pay from ABC Company in that one month, does it appear that he needed money?

A No.

Q Turning to the next month's statement, July 8, 1998, through August 7, 1998. And looking at the "deposits" line item, did you during that time period loan your son and/or daughter-in-law over \$21,000?

A No.

Q And does it appear from the deposits that your son has deposited yet another year's salary from ABC Company in a single month?

A Yes.

Q Turning to the next statement, covering the period of time from August 8, 1998, through September 8, 1998.

A (Witness complies.)

Q Directing your attention to the "deposits" line item. In that month, did you loan your son and/or daughter-in-law \$28,000?

A No.

Q Did you loan them any money during that time period?

A Yes.

Q How much?

A 1,400.

Q And is \$1,400 a lot of money to you, sir?

A Yes.

Q Did you loan that money to your son based upon his representation that he needed money?

A Yes.

Q And based upon the statement that you have in front of you showing deposits of more than his annual salary in a single month, does it appear that he needed money?

A No.

Q Turning to the next month's statement, covering the period of time from September 9, 1998, through October 7, 1998. Directing your attention to the "deposits" line item. During that month, did you loan your son and/or daughter-in-law \$11,000?

A No.

Q Turning to the next month's statement covering the period of time from October 8, 1998, through November 6, 1998. Directing your attention to the "deposits" line item. During that month did you loan your son and/or daughter-in-law \$28,000?

A No, I didn't.

Q Did you loan them any money during that time period?

A Yes.

Q How much?

A \$7,000.

Q And is \$7,000 a lot of money to you?

A Yes.

Q And did you loan your son \$7,000 based upon his representation that he needed money?

A Yes.

Q And based on the statement that you have in front of you showing another year's gross salary deposited in a single month, does it appear that he needed money?

A No.

Q Turning to the next statement, covering the period of time from November 7, 1998, through December 7, 1998.

A (Witness complies.)

Q You'll have to look at page 2 for the "deposits" line item. During that month, did you loan your son and/or daughter-in-law \$12,000?

A No.

Q Did you loan them any money during that time period?

A No. Excuse me. Just a minute. No.

Q Looking at the next month in Exhibit 8, and I think we now start to get some checks, so it's a little bit thicker. Covering the period of time from December 8, 1998, through January 8, 1999. Do you have that?

A Yes.

Q Looking at this "deposits" line item on page 2 of that statement, during that month did you loan your son and/or daughter-in-law \$10,000?

A No.

Q Did you loan them any money during that time period?

A Yes.

Q How much?

A 700.

Q Was that based upon the representation of your son that he needed money?

A Yes.

Q Based on the statement of his bank account that you have in front of you, during that time period, does it appear that he needed money?

A No.

Q If you'll turn to the next month's statement covering the period of time from January 9, 1999, through February 5, 1999, and looking at the "deposits" line item at page 2 of that statement, during that time period, did you loan your son and/or daughter-in-law \$11,900?

A No.

Q Did you loan them any amount money during that time period?

A No. Oh, excuse me. Yes, I did.

Q How much?

A \$1,100.

Q Is that a lot of money to you, sir?

A Yes, it is.

Q Did you loan that money to your son based upon his representation that he needed money?

A Yes.

Q Does it appear from the bank statement that you have in front of you that he did need money?

A No.