

GALLEYPUB00209  
22/06/2022

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pp 00209-00266

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INDEPENDENT COMMISSION AGAINST CORRUPTION

STEPHEN RUSHTON SC  
COMMISSIONER

PUBLIC HEARING

OPERATION GALLEY

Reference: Operation E19/0569

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON WEDNESDAY 22 JUNE, 2022

AT 2.00PM

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This transcript has been prepared in accordance with conventions used in the Supreme Court.

THE COMMISSIONER: Okay. Are we good to go?

MR CORSARO: Commissioner, my apologies. We could see you and we knew your lips were moving but we couldn't hear you.

THE COMMISSIONER: That's okay. Off you go.

10

MR CORSARO: Thank you. Mr Dickson, can I take you, please, to paragraph 66 of your first statement, page 38? Perhaps for your assistance, can we have that onscreen? It's on the screen, Mr Dickson, you don't have to shuffle through the papers, just look on the screen. Do you see this is the part of the statement which dealt with the original application, planning proposal, to construct four towers up to 28 storeys with 357 units on the Landmark site? Do you see that?---Yes.

20 Now, you agree with me, don't you, that at that scale and bulk, that application was an ambit claim doomed to fail?---I don't agree with you on that statement.

All right. So you would say to the Commissioner that it properly reflected your own genuine bona fide view about what that site could bear, correct? ---It reflected not my personal view but the whole team that brought forward the application, both the economic assessment, the traffic capacity for the site, and it was also based on modelling of the buildings to demonstrate negligible overshadowing of public open space.

30 Because one thing is clear, may I suggest to you, Mr Dickson, that as a responsible, competent and professional architect and planning firm, your business wasn't to put some planning proposal that was doomed to fail and had no merit, correct? That wasn't your business?---No. It was definitely not our business. And if I could just make a comment, we prepared a number of scenarios. So the one that was brought forward in the application was one of several options that were developed under my instruction in our office.

40 Thank you. And as competent and professional architectural consultants and planners, you did the best you could to try and advise your client as to what a site could bear as a matter of merit by reference to the existing

planning laws, didn't you?---Yes. Not just the existing planning laws but the actual circumstances of the site. We have a site here which was not constrained by OLS like other sections of Hurstville, meaning the obstacle limitation surfaces, the airport, but also was between, and quite proximate to Allawah Station. So it's unusual to get a large site in such a good position. So it, the site itself had a lot of merits for more intense development than maybe anticipated.

10 And you would say to the Commissioner, wouldn't you, Mr Dickson, that whenever you put forward a proposal and addressed the council or dealt with the council, you did so on the basis that you believed in the proposal or the plan, correct?---Yes. We believe it's professionally responsible to be brought forward and considered with the supporting technical reports.

So even at four towers, 28 storeys, 357 units, you could say to the Commissioner it was your opinion, even at that stage, that that site had the planning capacity to take that development as a matter of merit, correct? ---Yes. And there were others that were more intense but that was one that we felt was reasonable at that time.

20 And am I right in believing that Mr Brett Daintry, D-a-i-n-t-r-y, at some stage joined the team that you put together for the purposes of putting the planning proposal and getting it through council?---Could I just clarify, responding to your question, Daintry is not an employee of our company but he was, he was engaged by the client, if I use that broad term.

Oh, I see.---To support and provide commentary to the application. Mr Daintry is a former planner with Hurstville Council, knowledgeable in the area, and he was - - -

30 He was – I'm sorry, I didn't mean to cut across you. Please finish, I apologise.---And he was brought forward to provide an independent professional opinion on the application at different times during the course of 2016 and also, I think he may have been engaged at the end of 2015, but certainly in 2016.

40 And your assessment of Mr Daintry was firstly, he was a very experienced and competent planner, wasn't he?---Yes. If I underline my, and give you further advice. I'd known Brett Daintry for many years. He was at Woollahra Council. He was at Hurstville Council for many years and he now runs an independent planning consultancy. He's very knowledgeable

in the sense he developed as a surveyor I originally believe and then grew up into planning and then was employed by various councils. So he has a very rounded knowledge of planning within the Sydney metropolitan area.

And he had input from a planning point of view, an independent planning point of view, to ensure that what you were putting forward to the council had significant merit and could be approved. Correct?---Yes. He brought forward statements that supported the application particularly as we came up towards the council consideration of the application.

10

Thank you. So when we look at the original application and paragraph 66 which is still on screen, Mr Dickson.---Yes.

It started off as being an application to construct four towers of up to 28 storeys with 357 units. Do you see that?---Yes.

20

How did it ultimately end up?---Look, without going to too much technicality, when we presented at that meeting to Peter Anand, Professor Peter Webber and Susan Lewis, colleagues in the industry we know and respect, I think they made it clear that they thought the development was too intense and they suggested it be modified. They were particularly concerned about shadowing on Kempt Field to the south of the subject site, and after the meeting I recall that various amendments were made to the scheme following. That was what I would call the first Design Panel meeting that I attended. I flew up from Merimbula to attend the meeting. I did not attend the second meeting but the scheme was modified between the first Design Panel meeting and the, and a later panel meeting which Michael Gheorghiu attended.

30

At the time of the original application, which is the subject of your paragraph 66, Mr Hindi wasn't the mayor, was he? He was a councillor.---I believe that's the case.

And are you aware of the council code for meetings and how things are put on agendas?---Only in general terms, yes.

40

Do you have sufficient knowledge to indicate whether or not you believe that to get onto agenda there are only two ways in which to deal with it, and that is the general manager actually manages what goes onto an agenda, not the councillor? Are you aware of that or you have no knowledge of it? ---No, I'm aware of that.

And so Councillor Hindi, who wasn't the general manager, couldn't guarantee anything would make the agenda because that was the general manager's business as at 1 February, 2016. Correct?---That's my understanding.

And so when you say at page 39, the top of page 39 that you've got a clear message that Philip was talking to Hindi of getting the amended proposal on the agenda, well, he could only do that if he was the general manager.  
10 Correct?---That's correct.

THE COMMISSIONER: Well, does that, there's no objection (not transcribable) problem with that. I mean surely the way that Mr Hindi could get it on the agenda is speak to the general manager.

MR CORSARO: And can I ask you what do you say Philip said or did to convey this clear message?---He indicated to me that he had spoken to Councillor Hindi and was trying to get the application expedited before council.  
20

So did he say something on these lines, "I've spoken to Councillor Hindi and I'm trying to get it before, on the agenda for council as quickly as possible." Is that what he said?---No, he didn't. He did not speak so clearly or explicitly about who was doing what. It was purely that he was doing what he could as an individual, this is Philip Ly, and he was in communication with Councillor Hindi to, my words, to agitate to get the matter before council as quickly as possible.

Thank you. So can I put it slightly differently perhaps. What you  
30 understood the substance and effect of what Mr Uy said to you was that he had spoken to Councillor Hindi and that he, namely Philip, was trying to do everything he possibly could to get it on the agenda for council?---That's not what I understood. It's Philip Ly was seeking Councillor Hindi to do what he could to get it on the council agenda.

Just similar, have I understood this correctly, do you say that the substance and effect of what Mr Uy said was that Councillor Hindi was trying to get it on the agenda as quickly as possible, is that what you're saying?---Yes, I do.

40 And he didn't explain to you how that was going to happen, I assume, is that right?---No, no. I don't believe in talking to Philip he knew how the council

meeting processes would happen and there was no return comment back from Philip Ly to say how it might happen. So I have no detail on - - -

10 Would you go to paragraph – I’m sorry. I didn’t mean to cut across you, it’s just the exigencies of this way of doing it. Would you please repeat what you said?---I, I’m just trying to recall what I said and I’ll try to be as consistent with the first answer, and that is that Philip Ly was not familiar with the council processes, and as such he didn’t give me any information as to how the matter might come onto the agenda, other than he said he had spoken with Councillor Hindi in order to try to get it onto the agenda.

Would you now, please, go to paragraph 88? I think you were asked about this earlier today.---Yes. I’m at that page.

And just to refresh your memory, Mr Dickson, this is the internal email, dated 15 April, which dealt with the Landmark proposal. Do you see that? ---Yes. This is an email from Michael Gheorghiu to Elaine Tang of Gencorp. I’m, I’m very familiar with this email.

20 Thank you. Mr Daintry had written a fairly substantial assessment of the development. I think that’s, Commissioner, I think, it’s Exhibit 47. Can I ask if Counsel Assisting would be good enough to arrange for that to come onscreen? Hopefully this is the right document, Mr Dickson, but we’ll see.

MS HEGER: Could I ask you, Mr Corsaro, just to give a bit more detail about the document you’re going to? It might help us identify it.

30 MR CORSARO: I’m sorry, I think it’s Exhibit 47, Mr Dickson’s first statement. I could have that wrong.

MS HEGER: Oh, it’s attached to the statement.

MR CORSARO: I’m sorry, I don’t have the exhibits here.

MS HEGER: Is that the document you’re going to, Mr Corsaro, dated 8 February, 2016 from Daintry Associates?

40 MR CORSARO: It is. Thank you very much for putting it up. Thank you. Mr Dickson, you’ve seen this before?---Yes, I have.

And this is a five-page summary of the merits of the proposal as it was on 8 February, 2016, do you agree?---It's, it's, it's, Mr Corsaro, it's a little bit more than that. If you read the first paragraph of the letter and it was a letter specifically about a workshopping meeting that the councillors were due to hold at the time that this letter was written regarding the eastern precinct of the town centre. And it refers to several planning proposals not just our application, but there was also what's referred to as a further desktop review by GMU, and it's quite pertinent at that time that the council had  
10 were also well known in Sydney, to come up with other, other scenarios for sites around the specific Landmark Square site. I believe they were working on an application or guidelines for sites across the road from the subject site and then they were asked by council, I understand, to comment on this particular application. So this advice letter from Daintry Associates I think is important because it was seeking to inform the councillors who were about to have a workshop meeting to consider the planning proposal as to the manner in which development might occur, not just our application, our planning proposal application, but also the works of GMU. And – I will stop there. If you have any more questions.

20 Thank you, yes. So I've taken that evidence to be this. It is correct that this document is Daintry's analysis of the merits of the proposal but it goes even beyond that. Correct?---I'm, I'm not sure what you mean.

It seeks to advance, doesn't it, the rationale as to why the Landmark Square planning proposal has merit?---That's the absolute intent of the document and - - -

30 Excellent.--- - - - within the context of other matters that were under consideration of the area so I, I agree with your question.

Yeah. Thank you. And by this stage Mr Daintry had been working on the merits of the planning proposal for some time. Correct?---I'm not sure about that statement. My understanding is that he came on in early or late 2015 or early 2016. This was his first document that I recall directed to the particular application before council.

40 Thank you. And if I take you then, please, to paragraph 90 of your statement.---Of my statement?

Page 59. Page 59 and 60.---Yep.

We're now in April 2016 and you are there referring to an email from Elaine Tang of Gencorp. Do you see that?---Yes, I have paragraph 9 here in front of me.

Thank you. 1991 is what I want to ask you about. Now, 1991 deal with an email where Elaine Tang is setting out some points that she suggests might be pertinent to be made in respect of the 20 April, 2016 meeting which planned to consider the planning proposal. Correct?---That's correct. The  
10 context of this email was I was registered to speak on the application at the council meeting. I had prepared some text and then I received this email from Elaine Tang which is at the bottom of page 51. It starts there and - - -

No, that's the – I'm sorry. Continue.---It starts there and I think it's an appendix to this statement.

Quite. But at that stage Gencorp was more or less associated by you with the client. Correct?---Gencorp, what do you mean? Sorry, I don't quite understand your question. You're saying - - -

20 Elaine Tang of Gencorp, you knew, didn't you, that Gencorp had some association with One Capital. Correct?---Absolutely, yes.

And when she was writing to you she was seeking to convey to you her views as to what One Capital believed you should address. Correct?---She provided this email to me. In my statement I have made a comment that I don't believe it was written by Elaine Tang.

That's what, I'll come to that, I'll come to that, but please answer my  
30 question. You understood she was writing to you to put forward things that she suggested you might want to consider putting forward to the council when you addressed the council that day on the 20<sup>th</sup>.---She was putting forward to me text that she thought I should consider in preparing my speech to the council for that evening or an evening close by.

And can I ask you whether you have any evidence one way or the other as to whether Ms Tang spoke to Mr Daintry and confirmed with him about what should happen on the 20 April, 2016 address by you to the council?---I  
40 have no evidence to say that the information was or was not written by Brett Daintry. It was also he was preparing separate submissions or had provided separate submissions to council. I did not form the view this was written by

Brett Daintry because of the nature of the language used, but I don't have certainty on that. It could be written by Brett Daintry, it could have been written by a number of people.

Could have been, but it's what you say on page 52 that I'm concerned about. "I formed the view that it had been written by someone who had a much higher level of understanding of the political in the planning context of Landmark Square." Were you there trying to suggest that it was Mr Hindi that actually drafted this for her?---I'm not saying that.

10

Surely not.---I, I, I do not identify who wrote the advice. The author is not known to me.

Look what you say. Look what you say.---But it was certainly someone who was very politically and planning aware, experienced in the Hurstville area. But I - - -

Really? Look what you say. You say, "In the circumstances of my prior dealings, I felt it was most likely to be Councillor Hindi." Do you still say you didn't suggest it was Councillor Hindi?---Yes, I do. I'm still of that opinion that it was written by him.

20

Yeah, and I'll tell you why you're of that opinion. Because through this, whatever you've supposed or surmised or believed, you've put forward Councillor Hindi's name, and I'll indicate why, in my respectful submission, you are doing that. Do you agree that it could have been anyone you've just said to the Commissioner, but you've earmarked Hindi, haven't you?---I have.

30 You've just conceded that it could have been anyone, but you've nominated Hindi. Could have been anyone that assisted Elaine Tang, and you've got no evidence one way or the other to suggest it's Hindi, correct?

MS HEGER: Could I just – could I object to the way this questioning is being put? Mr Dickson, in fairness, in paragraph 91, has quite candidly said, "I don't have evidence of this." If that's what Mr Corsaro is trying to establish, it's already set out in his statement, and I do query the utility of this line of questioning in the limited time we have available.

40 THE COMMISSIONER: Yeah, what do you say?

MR CORSARO: Counsel Assisting has allowed evidence to go through as to this witness's belief it was Councillor Hindi. It could have just been excised, Commissioner.

THE COMMISSIONER: But - - -

MR CORSARO: And I'm - - -

10 THE COMMISSIONER: But Counsel Assisting has pointed to the fact that the witness has said himself that he doesn't have any evidence of it.

MR CORSARO: But one needs to understand what weighting's going to be put forward. This is the statement that's come forward in the form that you have it, Commissioner.

THE COMMISSIONER: I said earlier today to you, Mr Corsaro, that if there are opinions expressed and there's no factual basis to establish them, then of course they'll have no weight.

20 MR CORSARO: I'll move on. Thank you, Commissioner.

THE COMMISSIONER: Thank you.

MR CORSARO: Can I take you, please, to a document which records the outcome of the 20 April, 2016 council deliberations, Mr Dickson. It's at volume 4.2, page 164. Can I ask Counsel Assisting whether she'd be good enough to arrange for that to be put onscreen?

30 MS HEGER: Certainly, Mr Corsaro.

MR CORSARO: So what we have onscreen, Mr Dickson, is the actual minute of the agenda item relating to the planning proposal for Landmark. Do you recognise it as such?---Yes, I've seen this before.

Thank you. And that records the fact that you spoke, Mr Neustein spoke. And can you just remind me who Mr Neustein is, please?---Mr Neustein is a well-experienced architect and planner in Sydney. He runs a practice. He may have recently retired. But, yes.

40 Okay, thank you.---He is an eminent person in the profession.

You ran out of time and Councillor Hindi moved an extension of the time period for you to finish your address?---That's correct.

And that's hardly unusual in council meetings, is it, in your experience?  
---No, not at all. It's quite common.

Thank you. And then the resolution follows, if you go over to the next page, please. And it was moved by Sansom and seconded by Liu, correct?  
---Correct.

10

And then it shows the voting in favour and not in favour, and that confirms, I think, your impression that you gave earlier about there being one councillor who voted against and that's Mr or Ms Stevens, correct?---Yes. My, my recollection was that it was unanimous but I've been corrected, that there was one person who voted against it.

Thank you. You have no evidence to suggest that these councillors that voted in favour did not exercise their independent and elected mind to bear on the merit, correct?---I, I have no evidence, no.

20

And you have no reason to suspect that each of these councillors considered what you said, put forward the planning proposals and determined to accept the resolution that was put on a proper basis, bearing in mind the merit of the application and the good of the community, correct?---Absolutely.

You're agreeing with me, is that right?---I am agreeing with you entirely. I saw nothing inappropriate with the vote and the decision that evening based on the planning proposal before council.

30

And what was approved was consistent with the planning proposal and ultimately developed and compromised as a result of workshops, correct?  
---I, I can't comment on compromise by workshop, I don't know what you're referring to, Mr Corsaro.

Well, I'm sorry, the bulk and scale was reduced substantially from that which you put forward.---You mean in the subsequent process following Gateway?

40

Yes, yes, yes.---Yes. There were, there were major changes considered after review by the department.

And you addressed on the merit of this because you believed it had merit, bona fide and genuine merit, correct?---Yes. The application that was considered that evening had genuine merit. I, I, at all times am of that opinion. It was a very reasonable application. It just did not attain the pleasure of the department.

Yep. Thank you. And two other questions, thank you. Can I go back, please, to your Exhibit 58? It's on screen if you want to refer to it on screen, Mr Dickson.---Oh, thank you. That's much clearer.

10

Yeah. Do you recall you were asked some questions about these messages, one from malcolmhindi@[REDACTED], which sent to you an email, "sydneyrealtyonline@gmail.com"?---Yes.

And then the second one was outgoing to you, "Thanks." Do you see that? ---Yes, I do.

Which indicates, doesn't it, that as a result of that text something went from you or your firm to Mr Hindi, correct?---Yes, I, I have no recollection of what this exchange was about, but if you have any information, I can examine it.

20

All right. Sydney Realty Online is, as the name would suggest, a real estate name. And do you recall I suggested to you that you were aware that Mireille Hindi was a real estate agent? I'll come back to that and suggest to you that not only were you aware that she was a real estate agent but that she was trading as Sydney Realty Online. Does that ring a bell?---No, it doesn't really, Mr Corsaro. I've never really been aware of Ms Mireille Hindi acting as a real estate agent. I have never looked at Sydney Real Estate, Realty Online and don't have any working knowledge of that entity.

30

But it's clear that you sent something, isn't it?---It's obviously there as an exhibit and I accept it as fact, but I don't have anything more to say.

So if you can't recall what this transaction was about, I take it you can't recall whether or not it was to do with Mireille Hindi, correct?---I cannot recall with any specificity, to be clear.

40

Thank you. And can I lastly task Counsel Assisting if she can arrange, please, to put onscreen the email communications sent this morning to you,

Commissioner, involving the 3 Hillcrest Avenue, South Hurstville LEP. I asked Mr Dickson about that earlier. This will be the last topic.

MS HEGER: Yes, we'll do that.

MR CORSARO: Have you seen this document before, Mr Dickson?---It's copied to me and I believe I have seen it before because of the content of the second paragraph. One of my planning staff, Kathleen McDowell, who's still in our employ, drafted an email which is before the screen, and I recall  
10 – Hillcrest Avenue is labelled as South Hurstville but it's a site, at the time I understand that the proper LEP was being contemplated for change.

I'm really not concerned with the nature of the site. I'm more concerned with your involvement with Mrs Hindi in relation to it. Would you go to the end of the email chain, please? Or the beginning, I'm sorry. That document's part of an email chain. Down, please. If you go up, please. If you just pause there. If you recall, I asked you some questions about the draft Kogarah LEP earlier today?---Yes.

20 And I suggest to you that you were having dealings with Mrs Hindi in relation to this in 2015.---Well, this work was being prepared by one of my planners, Kathleen McDowell. I'm CC'd on the document and it's in relation to a submission to Rod Logan, who was then the planning manager at Kogarah Council.

We can read it. What I'm suggesting to you is, are you prepared to accept that you may have been dealing with Mrs Hindi in relation to this particular issue in early 2015? That's all I want you to consider.---No, I, I personally did not have any major participation in this site. The work was being done  
30 by Kathleen McDowell and she was keeping me informed about it, but I had very little involvement with this particular matter. I never spoke to Mireille Hindi about it.

All right. And if you go down, please, there's some text messages. Now, I asked you about the Sydney Realty Online, you recall?---Yes.

And now we can see in 2018, in response to a text message, which is a text message exchange we referred to earlier, you write, "Do you still wish to catch up today? Please let me know. Regards, Nigel."---Yes.

40

And then beneath it says, "Sorry, Nigel. Con is stuck at work" and so on. ---Mr Corsaro, I, I, appreciate there's some time difference between the provision of "sydneyrealtyonline@gmail", which I understand is an address that we were being sourced to send the Hindis a copy of the submission we were doing on the upzoning of the, or zoning change of Hillcrest and then, then I believe I contacted Mireille Hindi on that known address on 18 January in relation to another matter entirely. That was, I believe, nearly two years later.

10 Yeah, but it must logically follow, mustn't it, that if you look at that text message, when it came to you and it had "Sydney Realty", you responded to that knowing it was Mireille, correct?---I don't really recall whether I knew it was Mireille or the Hindis or whatever it was, or the Hindi car phone to be honest with you, at that time. I cannot be specific I knew I was talking to Mireille Hindi in 2016. I certainly know in 2018 I used that same contact number and said "Do you want to catch up today" in relation to that matter on the Princes Highway (not transcribable)

20 Commissioner, strictly speaking, Counsel Assisting should tender this but I would ask for it to go into evidence, please.

THE COMMISSIONER: Yes.

MR CORSARO: The email chain and the text messages.

30 MS HEGER: Yes. I'm happy to tender the emails and I'll tender them together as one exhibit, emails from Kathleen McDowell, dated Wednesday, 23 March, 2016 at 2.50pm and the chain that follows and then also messages between Nigel Dickson and Mireille Hindi, and that will be Exhibit 156.

THE COMMISSIONER: Yes, okay.

**#EXH-156 – EMAILS FROM KATHLEEN MCDOWELL DATED 23 MARCH 2016 AT 2:50PM AND THE CHAIN THAT FOLLOWS AND TEXT MESSAGES BETWEEN NIGEL DICKSON AND MIREILLE HINDI**

40

MR CORSARO: Thank you. I have nothing further, Commissioner.

THE COMMISSIONER: Thank you, Mr Corsaro.

MS HEGER: Could I just ask one question in re-examination?

THE COMMISSIONER: We'd just better check though whether Mrs Hindi, her representative wants to ask any questions.

MR RIZK: Commissioner, can I be heard?

10

THE COMMISSIONER: Yes, of course.

MR RIZK: It's Mr Rizk, R-i-z-k. I haven't previously announced my appearance. I'm appearing on behalf of Mrs Hindi.

THE COMMISSIONER: Yep.

MR RIZK: At this stage we have no further questions for the witness.

20 THE COMMISSIONER: Thank you.

MS HEGER: Could I just ask, Mr Dickson, you were asked some questions about 3 Hillcrest Avenue, South Hurstville and your work on that. Can you tell the Commission when Dickson Rothschild was first engaged in relation to that matter?---Yes. I can tell you that I recall being approached by Mr Hindi, Councillor Hindi, to make a submission to council on or about March 2016 and I directed it to Kathleen McDowell to prepare that submission and submit it to Rod Logan. There was an exhibition period and I believe the submission had to be done at that time.

30

So that's the first interaction with Mr or Mrs Hindi on that project that you can recollect, is that right?---Yes, yes.

In March 2016?---Yes. I did not have a lot to do with it at all.

All right. Because the email chain that is now Exhibit 156 goes back to 4 November, 2015 and that's an email that Kathleen McDowell sent.---Then I may be corrected on the facts, if it was November 2015. It was about that period.

40

All right. But you can't remember being engaged any earlier than November 2015?---No. I recall that the study was quite time limited by the exhibition period of the document and a submission had been put in quite quickly and then Ms McDowell made the submission. I was aware of it but didn't direct it in any more than overlooking it.

I have no further questions for Mr Dickson.

10 THE COMMISSIONER: Thank you. Thank you, Mr Dickson.---Thank you, Commissioner.

You're free to go, and thanks for your assistance.---My pleasure.

**THE WITNESS EXCUSED**

**[2.50pm]**

MS HEGER: And I'll just tender Mr Dickson's statements.

20 THE COMMISSIONER: Yes. Well, that will be admitted into evidence and marked Exhibit 157.

**#EXH-157 – NIGEL DICKSON STATEMENT DATED 21  
FEBRUARY 2022**

MS HEGER: The first statement will be Exhibit 157. That's the 21 February, 2022, and the second statement can be 158, 10 March, 2022.

30

THE COMMISSIONER: Thank you. The second one will be marked Exhibit 158.

**#EXH-158 – NIGEL DICKSON STATEMENT DATED 10 MARCH  
2022**

40 MS HEGER: I tender two other documents at this stage. The first is a statement of Harshane Kahagalle, which I have no doubt mispronounced. That's a partner from Addisons Lawyers. The statement is dated 16

February, 2022. That would be Exhibit 159. Can I indicate that will be made available today but while I'm tendering that statement I do not intend to call that person as a witness but of course it's open to any affected persons to make an application once they've had time to read the statement to ask questions of that witness.

THE COMMISSIONER: Certainly. Can you just spell the surname for me?

10 MS HEGER: K-a-h-a-n-g-a-l-l-e.

THE COMMISSIONER: Thank you.

MS HEGER: That's Exhibit 159.

**#EXH-159 – HARSHANE KAHANGALLE STATEMENT DATED 16 FEBRUARY 2022**

20

THE COMMISSIONER: Thank you.

MS HEGER: The next is a statement of Bill Kritharas, K-r-i-t-h-a-r-a-s, dated 9 August, 2021. That will be Exhibit 160, and the position with that statement is the same. While I'm tendering it I do not intend to ask Mr Kritharas any questions but it's open to others, having read that statement, to make an application to do so.

30 **#EXH-160 – BILL KRITHARAS STATEMENT DATED 9 AUGUST 2021**

THE COMMISSIONER: Is he also a - - -

MS HEGER: He's a partner from Sparke Helmore.

THE COMMISSIONER: Thank you. And can you just tell me briefly what those statements go to. I haven't got them in front of me.

40

MS HEGER: Yes. The first statement goes to some meetings that took place at Addisons Lawyers which Mrs Hindi attended and it said that Mr Hindi attended one of them as well. And the second from Mr Kritharas relates to Mr Badalati referring One Capital to Sparke Helmore for the purposes of obtaining some legal advice.

THE COMMISSIONER: And with the meeting that allegedly took place at Addisons, did that concern the Landmark Square development?

10 MS HEGER: It does. Again an occasion of One Capital's representatives seeking some legal advice about the planning proposal.

THE COMMISSIONER: All right. Yes, thank you.

MS HEGER: Next I call Michael Gheorghiu.

THE COMMISSIONER: Mr Gheorghiu.

MR GHEORGHIU: Commissioner.

20

THE COMMISSIONER: You're not legally represented?

MR GHEORGHIU: No.

THE COMMISSIONER: Thank you. And will you take an oath or an affirmation?

MR GHEORGHIU: Oath.

30 THE COMMISSIONER: Oath.

THE COMMISSIONER: Take a seat. I should just explain to you what you're rights and obligations are as a witness before this Commission.  
---Yes.

10 And I've got too much paper here at the moment. My apologies. As a witness before this Commission you must answer all questions truthfully and you must produce any item described, sorry, that I require you to produce during the course of your evidence. I have power under section 38 of the Independent Commission Against Corruption Act to make what's called a section 38 declaration. The effect of that declaration is that although you must still answer a question put to you by Counsel Assisting, or indeed anyone else, or produce the item or any item that I require you to produce, your answer or the item produced can't be used against you in any civil proceedings or, subject to one exception in your case, in any criminal proceedings. The exception to the cover that you get from a section 38 declaration is that it doesn't provide you with any protection in a  
20 prosecution for an offence under the ICAC Act, most importantly the offence of giving false or misleading evidence. If you give false or misleading evidence, that evidence can be used against you, because if you give false or misleading evidence, you commit a very serious criminal offence for which the penalty can be imprisonment for up to five years. Now, I'm not suggesting for one moment that you're going to give untruthful evidence, but because you're unrepresented, I propose, unless you tell me not to, to make that declaration to give you that protection.---I do, Commissioner.

30 Thank you.---I fully understand.

Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by him during the course of his evidence at this public inquiry are to be regarded as having been given or produced on objection, and there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

40 **DIRECTION AS TO OBJECTIONS BY WITNESS: PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST**

**CORRUPTION ACT, I DECLARE THAT ALL ANSWERS GIVEN BY THIS WITNESS AND ALL DOCUMENTS AND THINGS PRODUCED BY HIM DURING THE COURSE OF HIS EVIDENCE AT THIS PUBLIC INQUIRY ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION, AND THERE IS NO NEED FOR THE WITNESS TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED.**

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THE COMMISSIONER: Yes.

MS HEGER: Mr Gheorghiu, could you please state your full name for the record.---Michael Gheorghiu.

And you've provided two statements for the purposes of this investigation, correct?---Yes.

The first is dated 21 December, 2021.---I believe that's right.

20

And the second is 13 May, 2022.---I believe that's correct, yes.

And are those statements still true and correct to the best of your knowledge and belief?---Yes.

All right. You hold qualifications in urban planning and urban design, correct?---Correct.

And you've worked in - - -?---And engineering as well.

30

And engineering as well.---Yes.

All right. And you've worked in the field of urban planning and design for about 20 years, is that right?---Yes, correct.

And you've worked on a number of development applications submitted to council?---Multiple.

Modification applications?---Multiple.

40

Planning proposals?---Yes, correct.

And you're currently self-employed as a planner?---Correct.

But you were previously engaged as a consultant for Dickson Rothschild?  
---As a contractor consultant, yes.

And that was from about late 2015 or early 2016, you said?---Yeah, can't remember the exact date but that's the time frame, yes.

10 Okay. And when did you finish up working as a consultant for Dickson Rothschild?---Around 2018. Mid, mid, sorry, my apologies.

All right. And in that period you worked on the Landmark Square planning proposal?---Correct.

You also worked on the development at 1-5 Treacy Street, is that right?  
---Correct, yes.

20 And the client for the former was The One Capital Group, correct?---  
Correct.

And the client for 1-5 Treacy Street was GR Capital Group.---Correct.

And at that time, of course, One Capital Group was seeking to rezone the site from industrial to mixed-use?---Yes.

To increase the FSR. Correct?---Yes, correct.

30 And to increase the building height?--- Yes, correct.

Yes. And in respect of 1-5 Treacy Street around that time, GR Capital Group was seeking a modification to the development consent to increase the building height and floorspace?---Yes, correct.

And on your understanding, in both the case of One Capital Group and GR Capital Group, the client was Wensheng Liu, is that right?---Mr Liu as I knew him, yes, as I, yes.

40 All right. But you generally dealt with Elaine Tang?---Yes, she was my principal contact.

All right. And in paragraph 9 you've described her as Mr Liu's assistant? Is that how you understood her?---Yes. That's how I understood her role, yes.

“You said she made the day-to-day decisions, kept track of project progress, managed invoicing and payments.”---That's correct.

Is that still your understanding?---Yes.

10 I might just ask if you could wait until I've finished answering the question and then answer.---My apologies.

Otherwise it creates difficulties with the transcript. Thank you.

THE COMMISSIONER: There's no problem. Sometimes I speak very quickly and over people.---Sorry, Commissioner.

MS HEGER: It's not a criticism.

20 THE COMMISSIONER: No, not at all.

MS HEGER: You also dealt with Kurt Vegners from time to time, is that right?---Yes.

And he was the builder for the project of Landmark Square as you understood it?---Yes.

He was employed by Gencorp?---Yes.

30 Okay. And paragraph 8 you say your understanding was Gencorp was responsible for the construction of both projects, is that right?---Yes, well, that's how I understood it. I knew they were definitely building Treacy Street and obviously there was a role for them to, to eventually build Landmark Square eventually.

You also dealt with Philip Uy from time to time?---Yes. Very rarely, but time to time, yeah.

40 So your interactions with him were less than they were with Elaine Tang, is that right?---Very, far less, yes.

Okay. And you say at paragraph 12, “Philip Uy dealt with the commercial matters while Ms Tang and Mr Vegners dealt with project delivery.” Is that right?---That was my understanding, yes.

Okay. Mr Dickson took some leave around the time that you started, so that’s why you had primary carriage for a while, is that right?---Yes. Nigel has requested I come onboard to help his through his, he was obviously going through a period of trouble health wise, so - - -

10 Sure. And so you had primary responsibility for both Landmark Square and 1-5 Treacy Street?---Yes, correct.

From the time you started in late 2015, is that right?---Yes, correct.

And you had primary carriage up until mid-2018?---Yeah. I think it was second-half of 2018. I can’t remember the exact date but whatever time frame that we finalised most of the, what my role was on the rezoning.

20 Okay. You say at paragraph 17 of your statement – sorry, I might just bring that up so that you can follow along.---Yes.

Paragraph 17 you say, “I never met or dealt directly with any of the councillors except when I attended and addressed council meeting and planning panels when councillors were present.” Do you see that?---Yes.

And in paragraph 18 you say there was an exception.---Yes.

Do you see that?---Yes.

30 And that exception was when you attended a meeting with Addisons Lawyers, is that right?---Yes.

On your understanding in 2017, One Capital Group was seeking some legal advice to do with the Landmark Square planning proposal?---Yes.

And the first meeting with Addisons Lawyers that you attended was on 15 June, 2017, is that right?---Yes. As I recall, yes.

40 And at paragraph 19 of your statement, which starts at the bottom of page 4 but then continues over, go to the next page, your recollection is that at that

meeting were the two Addison's Lawyers, you name there, is that right?  
---Yes, yes.

And then Mr Greg Hynd, is that right?---Yes.

You understood him to be a representative of a company called Aoyuan, is that right?---Yes.

10 And you understood at that time Aoyuan had an agreement with One Capital Group to either joint venture or purchase the Landmark Square site?---Yes, correct.

All right. You also say in your statement that Con Hindi attended the meeting.---Yes.

That's still your recollection?---Yes.

And you say he attended the meeting with Mireille Hindi?---Yes.

20 That's still your recollection?---Yes.

Okay. You refer to in paragraph 19 as Councillor Hindi but you understand, don't you, that in June 2017 council was in administration at that point so Mr Hindi wasn't technically a councillor at that time. Do you understand that?---Yes. I, I understand and that requires amendment, yes.

All right. And you understood that at the time, that he wasn't then serving as a councillor?---Yes.

30 All right. And you'd met Mr Hindi before, is that right, prior to this meeting?---Not personally, no.

Not personally.---No.

But you say you are aware of, you were aware of who he was because he'd been on planning panels or councils when you'd addressed on various proposals?---Correct, yes.

40 Okay. You also say, I think, that he'd received some exposure in the newspaper and you had a memory of him from that reporting, is that right?  
---Yes, yes.

Okay. Now, had you met Mireille Hindi before this meeting?---No.

And how did you know it was her at the time?---I just assumed, it was a, an impression that I got, Again, this is an impression. They came in together so I just made as assumption.

Presumably she was introduced by name? Do you have a recollection of that?---Yes, yes, correct. Introduced by name.

10

All right. Did anyone explain to you what Mrs Hindi's connection was to the Landmark Square planning proposal, if any?---No, no.

Did anybody explain to you why she was there?---No.

Do you recall anything that Mrs Hindi said at this meeting?---No.

Do you have a recollection of her providing her contact details to the lawyers?---No.

20

Now, you say that Mr Hindi attended the meeting. Do you have a recollection as to whether he stayed for the entire meeting or did he leave partway through?---From recollection I think he stayed for the entire meeting. I'm not certain.

You're not sure about that. It's possible he left earlier?---My, I'm leaning towards more that he was there for the entire meeting but, yeah, I don't know.

30 Okay.---I have no idea.

All right. And do you have any recollection of what Mr Hindi said at the meeting?---No.

Do you have a recollection that he said anything, you just can't remember the content, or you're not sure one way or the other?---From memory I thought, from memory I think he said something, which was – I actually don't know. No, I don't know.

So you have a - - -?---I have no, I have no recollection. I have, I have a very clear recollection of my discussion with the lawyers and why we were there, but not what Mr Hindi said.

All right. Is it fair to say you have a recollection of him saying something but you just can't remember what that is?---Yes, that's correct.

And you can't remember how extensive his participation was in the meeting?---Yes, correct. That's right. I don't, I don't remember or recall.

10

Right. Right. And did anybody explain to you why Mr Hindi was at the meeting?---No.

All right. And what was your reaction to Mr Hindi being present at the meeting?---I originally thought it was quite unusual but I, my focus on was really what I was going to say to the lawyers and my job at hand, which was to discuss the outcomes of the proposal and trying to manage the legal side of a VPA, so I was really quite focused on my role.

20 All right. You found it unusual for a former councillor to be attending a meeting in this context?---From my own personal experience, yes.

All right. Can you elaborate on that? What do you mean it's unusual in your experience?---Just my personal experience. I've never been in a meeting where there's been a councillor and a lawyer, a local planner like myself trying to obviously deliver a planning proposal and a rezoning.

Excepting, of course, he wasn't strictly, he wasn't a councillor at this time but a former councillor.---Correct. Exactly right, making that clear, yes.

30

Yeah. But even in that context you still found it – it's not a situation you'd come across before?---That's right, from my personal experience.

Okay. You say in paragraph 21 that you got the impression that Mr and Mrs Hindi had been invited by Mr Liu. What was the basis for that impression? ---I actually have no evidence on that. It was just a gut feeling.

All right. So you can't identify anything that anybody said or did to create that impression?---I think it may have come from Elaine Tang. Actually, no, I don't. I don't know. I can't recall.

40

Okay. The upshot really is you don't know why Mr and Mrs Hindi were at this meeting?---That's the bottom line, yes.

Okay. At paragraph 28, you refer to another meeting that you had with Philip Uy and Mr Hindi. If we go through to paragraph 28, you say that Philip Uy called you on your mobile and invited you to meet him in the city, is that right?---Yes.

10 And so you travelled into the city. But at that point you didn't have any idea who else would be in attendance, is that right?---Yes, that's correct.

You met Mr Uy on George Street in Chinatown, is that right?---Yes.

And you say this is the first time that you'd met Mr Uy outside of Mr Liu's office in Hurstville, is that right?---Yes, correct.

All right, so you travelled up to the restaurant with Philip Uy in the elevator, correct?---Yes, yes.

20 And when you got there, you say at paragraph 31 there were two men seated at the same side of a table, is that right?---Yes, correct.

You recognised one of them to be Mr Hindi, correct?---Yes.

Who you recognised from the earlier meeting at Addisons.---Yes.

Okay. So this meeting obviously occurred after the Addisons meeting, is that right?---As I recall, yes.

30 Okay. And going over to the next page you said you recognised the other person to be Vince Badalati, is that right?---Yes.

And you'd seen Mr Badalati at council meetings previously?---Yes. Yes I had.

And that's how you recognised him?---Yes.

Okay. You say that at this meeting the topic of the Landmark Square planning proposal came up. Is that right?---Yes.

40

And who raised it, was it you or someone else?---No, I was asked about it. So the main crux of the conversation from what I recall was that they were keen to get an update on my workings with the council and the progress of the rezoning.

10 All right. Can you recall the particular words that Mr Hindi used at this meeting to ask you about that topic?---No. I actually did most of the speaking from recollection. I just gave an update on – it wasn't a long meeting. I just gave an update on what my experience was with council at that point in time.

All right. So your evidence is that Mr Hindi asked you for an update on the planning proposal?---Yes, correct, yeah. Mr Hindi did most of the, the chatting, and myself and - - -

All right. And what did Mr Badalati say?---From recollection not much at all, if anything at all.

20 Okay. So he gave an update on the planning proposal and then what did Mr Hindi say, or Mr Badalati say?---I can't remember what Mr Badalati said, if he said anything at all, but I know from recollection Mr Hindi was upset with the progress of the proposal and with certain staff members.

30 Okay. And in terms of being upset with the progress of the proposal, what did he actually say, as best as you can recall?---So from recollection, he was quite upset at the fact that he thought her spiel, being a strategic centre, needed to have more employment and needed to be assessed, really reset in terms of sort of the future planning and he thought the council staff were forcing that.

Okay. And you say at paragraph 33 that Mr Hindi was complaining about council staff and how long the matter was taking to progress. He complained both about council planning staff's ability and competence to actually deal with the matter as well as the fact that they were taking so long to progress the matter. On the topic of council planning staff's ability, did he mention anyone in particular?---Yes. And I think I made mention to those staff members in my statement.

40 Yes.---Should I - - -

So that being, first, Catherine McMahon?---Yes.

Who was then Manager of Strategic Planning?---Yes.

And who you'd had some interactions with on the Landmark Square planning proposal, is that right?---Yes. Most, most of my interaction on this project was actually directly with the council staff.

10 All right. And so dealing first with Ms McMahon, as best as you can, can you tell us what Mr Hindi said about Ms McMahon?---I guess, word for word I can't remember, but I know he was not happy with her performance.

All right. And you say in your statement that he indicated she was one of the people who needed to go.---Yes. I do recall that.

And you also that Mr Hindi, when talking about planning staff, said, "We'll sort it out once the council is back." Do you see that?---Yes.

20 And what did you understand him to mean by that?---Well, the intent, as I understood was, that he eventually wanted to be voted back in after the administrator had left and the council was amalgamated, and on that basis he was looking at reshaping the council staff, the team.

Okay. And the other person that you referred to is Meryl Bishop, is that right?---Yes.

And what were the words that Mr Hindi used about her?---Again, it's not shown on the screen here but I recall that he wasn't happy with her either.

30 And what did he say?---I think that she needed to go or she was incompetent as well. Sorry, I don't have the statement in front of me, I don't recall what my statement said.

Sorry, it's on the screen now.---Oh, sorry.

Can you see that?---Yes. My apologies.

Feel free to read it again if you need to.---Yeah. That she needed to go, yeah, that's right.

40 Well, you've said there he didn't specifically mention her as someone who needed to go but she was mentioned in the context of there needing to be

changes within the Planning Division of council once the councillors were back at council. Is that still your recollection?---Yes, correct.

All right. So can you be more specific when you say she was mentioned in the context of there needing to be changes within the Planning Division? Again, can you do your best to recall the words that Mr Hindi used?---I don't recall.

10 And you say at the end of paragraph 33 Mr Hindi did most of the talking. Mr Badalati was contributing and agreeing with everything Mr Hindi was saying. And can you remember what Mr Badalati actually said at this meeting?---No.

Right. But your recollection is he didn't talk as much as Mr Hindi did, is that right?---Correct.

Okay, and you say the meeting lasted about 20 minutes, is that right?---Yes.

20 And you didn't end up having lunch at the restaurant, is that right?---No. Yes, correct.

Everybody left at about 20 minutes, after about 20 minutes, is that right? ---Yes, yes, maybe max 30. It wasn't a long meeting.

All right. And you say at paragraph 34 that the meeting struck you as unusual. Why did you consider it to be unusual?---Again, from my personal experience, just with the work that I do, is I, I haven't met councillors in that type of context previously.

30 All right. Again appreciating that he wasn't serving as a councillor at the time?---Again, appreciate that wasn't councillors but those type of identities.

But you still found it unusual for a former councillor - - -?---Yes.

- - - and indeed one you understood to be intending to stand for re-election when council came back, is that right - - -?---Yes, correct.

40 - - - you found it unusual for him to be meeting together with yourself and a client offsite at a restaurant, is that right?---Yes, yes.

All right. I have no further questions for Mr Gheorghiu.

THE COMMISSIONER: Thank you.

MS HEGER: I understand there is an application to cross-examine Mr Gheorghiu from Mr Hindi's representative, Mr Corsaro.

10 THE COMMISSIONER: All right. Mr Corsaro? Mr Corsaro, can you hear us?

MR CORSARO: Mr Gheorghiu, can you hear me?---Yes, Mr Corsaro.

Commissioner, can you hear me? Sorry, thank you. Can I just ask you about your statement, and would you go to the front page, please. It's a statement dated 21 December, 2021. Now, how long did that statement take to finalise? In other words, from the first moment that you started putting it together to the last moment when you've signed off, how long did it take?

20 THE COMMISSIONER: Mr Corsaro, this doesn't seem to fall within anything I've got in front of me in relation to this witness and - - -

MR CORSARO: Commissioner, can I just address you on that. It deals with the recollection concerning what occurred at the meeting which you've just heard about.

THE COMMISSIONER: How's that going to assist me if the statement took, you know, one hour, one day, two days?

30 MR CORSARO: Because it goes towards the fact that the witness had to cast his memory back some years in order to recall what happened.

THE COMMISSIONER: That's pretty obvious from the statement itself, isn't it?

MR CORSARO: All right. I'm happy to proceed on that basis, Commissioner. I won't labour the point, and I'll assume that that's a given. May I?

40 MS HEGER: Can I say something else at this point, Commissioner? I've obviously seen the topics that Mr Corsaro has notified, and I won't mention

the substance of them, but Mr Corsaro will appreciate from my line of questioning that I was endeavouring to clarify the extent of Mr Gheorghiu's recollection and the basis for it. Mr Corsaro's heard the evidence on those topics. I'd expect in that context that cross-examination would be very narrow in scope, if necessary at all, but I'll just say that and I'll see what Mr Corsaro has to say.

10 MR CORSARO: What I have to say is I know what I have advised I wish to cross-examine about, and that's what I intend to do, Commissioner, and I won't take long.

THE COMMISSIONER: No, no, of course. (not transcribable)

MR CORSARO: But I'm not going to be chastised, I don't think, and I understand, I've heard the evidence and I hopefully am competent enough to understand what I need to do.

THE COMMISSIONER: All right. (not transcribable)

20 MR CORSARO: So thank you for the observation. Mr Gheorghiu, I take it that you would agree with me, you took no note of any conversation that occurred at this restaurant meeting that you told the Counsel Assisting about, correct?---Correct.

And you don't have any diary entry which indicates when this actual meeting took place, correct?---Correct.

30 And what you've tried to do is to recall as best you can what might have been said during the course of that discussion that day, correct?---Correct.

It was a brief, 20-minute conversation, true?---Yes.

And when you prepared the statement, you had to reflect back some years in order to try and think about what happened that day, correct?---Yes.

And you were very careful to tell the Commissioner that you can't recall precisely the words spoken, true?---Yes.

40 And what you've tried to do is to recall the substance and effect of what the speakers may or may not have said, true?---Yes.

Now, you spoke about the context of a discussion involving council staff and what you say Mr Hindi said in relation to various persons. I want to come to that issue. Do I understand you have told the Commissioner that that conversation occurred in the context of Mr Hindi being vocal about the affairs of Hurstville Council generally?---Yes.

He was talking about how the process of planning was not, as he saw it, being dealt with as quickly as he, being a past councillor, envisaged?---Yes.

10 And it was in that context, in a general discussion about how Hurstville had been operating over the years that you say he made those comments about the staff. Is that correct?---I would, I would definitely surmise that, yes.

And your recollection is that, to the extent that he was critical of one or other persons, he was saying Hurstville Council needs to speed up development generally because it's been dragged out over the years by the staff. Is that a fair statement?---That is definitely a fair statement.

20 And that's what he was talking about in the context of the discussion involving the staff, is that correct?---From recollection, yes.

I have nothing further. Thank you.

THE COMMISSIONER: Mr Rizk, is it, for Mrs Hindi, was there any application made in respect of this witness?

MS HEGER: No.

30 THE COMMISSIONER: No. Okay. Thank you very much. Thank you for your evidence and your assistance, and you're free to go.---Thank you, Commissioner.

**THE WITNESS EXCUSED**

**[3.23pm]**

MS HEGER: Commissioner, I call Adrian Liaw.

40 THE COMMISSIONER: Before you do, do you want to just tender that material?

MS HEGER: I do.

THE COMMISSIONER: Come forward, thank you.

MS HEGER: First I'll tender the statement of Mr Gheorghiu, 21 December, 2021.

THE COMMISSIONER: Yes.

10 MS HEGER: That is to be Exhibit 161.

**#EXH-161 – MICHAEL GHEORGHIU STATEMENT DATED 21  
DECEMBER 2021**

MS HEGER: And secondly, the statement of Mr Gheorghiu, 13 May, 2022.  
Exhibit 162.

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**#EXH-162 – MICHAEL GHEORGHIU STATEMENT DATED 13  
MAY 2022**

THE COMMISSIONER: Thank you. They will be admitted into evidence.  
Sir, how do you pronounce your surname?

MR LIAW: Liaw.

30 THE COMMISSIONER: Liaw. Mr Liaw, will you take an oath?

MR LIAW: Oath, thank you,

THE COMMISSIONER: Thank you.

MR BHALLA: Commissioner, my name is Bhalla, B-h-a-l-l-a. I understand that I have been granted leave to appear for Mr Liaw.

THE COMMISSIONER: Indeed. Thank you. You are authorised to appear. That was some time ago, of course. Does your client seek a declaration under section 38?

10

MR BHALLA: Yes, yes, Commissioner.

THE COMMISSIONER: No doubt you've explained to him what his obligations are?

MR BHALLA: I have.

THE COMMISSIONER: Yeah. I might just repeat them for good measure.

20 MR BHALLA: Thank you, Commissioner.

THE COMMISSIONER: Just let me organise myself again. Now, Mr Liaw, if I repeat something that your counsel has said, I apologise, but I just do want to understand, you to understand, rather, what your obligations as a witness are before this Commission and also the protection that you can obtain by what has been called a section 38 declaration. As a witness, Mr Liaw, you must answer all questions truthfully and you must produce any item that I require you to produce during the course of your evidence. The effect of a section 38 declaration is that although you must still answer the question put to you or produce any item that I require you to produce, that answer or the item produced can't be used against you in any civil proceedings or, subject to one exception in your case, in any criminal or disciplinary proceedings – sorry, criminal proceedings. The exception is that this protection does not prevent your evidence from being used against you in a prosecution for an offence under the ICAC Act, most importantly an offence of giving false or misleading evidence. If you give false or misleading evidence, you will commit a very, very serious criminal offence for which the penalty can be imprisonment for up to five years. I'm not suggesting for one moment that that's going to happen, but I just think I need to tell you that the exception granted by a section 38 declaration does

30

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not extend to protect you from giving untruthful evidence. Do you understand that?---Thank you, Commissioner. I do.

Pursuant to section 38 of the Independent Commission Against Corruption Act, I declare that all answers given by this witness and all documents and things produced by him during the course of his evidence at this public inquiry are to be regarded as having been given or produced on objection, and there is no need for the witness to make objection in respect of any particular answer given or document or thing produced.

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**DIRECTION AS TO OBJECTIONS BY WITNESS: PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT, I DECLARE THAT ALL ANSWERS GIVEN BY THIS WITNESS AND ALL DOCUMENTS AND THINGS PRODUCED BY HIM DURING THE COURSE OF HIS EVIDENCE AT THIS PUBLIC INQUIRY ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION, AND THERE IS NO NEED FOR THE WITNESS TO MAKE OBJECTION IN**

20 **RESPECT OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED.**

THE COMMISSIONER: Yes, thank you.

MS HEGER: Mr Liaw, could you please state your full name for the record?---Adrian Liaw, L-i-a-w.

30 And you're currently Head of Development for a company called Aoyuan International, is that right?---I, not anymore. I'm now the President of Aoyuan International, which is a bigger part of Aoyuan Australia.

Right. And Aoyuan International is a property developer, is that right?  
---That is correct.

With headquarters based in China?---Hong Kong.

40 Hong Kong, I'm sorry. But there's an Australian company called Aoyuan Property Group (Australia) Pty Ltd, is that right?---That is correct.

Which wholly owns a company called Prime Hurstville Pty Ltd?---That is, that is correct.

And you're still a director of both companies, is that right, that I just mentioned?---I am.

Is it still right that you're not employed by Aoyuan but engaged as a consultant?---That is correct.

10 And how long have you been working for Aoyuan?---Since 2015.

All right. You were introduced to One Capital Group in late 2016 or early 2017, is that right?---Around August 2016.

Okay. And can you explain how that introduction came about?---It was through an intermediary called the Alliance, the Alliance Group, and they make the introduction to The One Capital Group.

20 Is that the Investment Alliance Group?---Sorry, you're correct, it's the Investment Alliance Group.

And what was the purpose of the introduction?---To seek interest from us on whether we would be interested to buy the site from One Capital.

All right. At that time One Capital Group had the options in respect of what's known as Landmark Square, is that right?---Not the whole of Landmark Square, just certain parts of Landmark Square.

30 It was about 8,000 square metres at that time?---Eight and a half. Yes, eight and a half thousand square metres.

And of course at that time the land was zoned industrial under the relevant Hurstville Local Environmental Plan?---That's correct.

And in negotiating with One Capital Group, did you primarily – who did you deal with primarily?---At the time it was both Philip Uy and Elaine Tang. The One, sorry, the Investment Alliance Group played a part as well, but only in the initial stage.

40 All right. And who did you have more regular contact with? Elaine or Philip?---Philip.

Did you also deal with Wensheng Liu?---Yes, but to a significantly less extent.

Okay. And did you understand Philip Uy to be Wensheng Liu's partner on that project?---That's an assumption I made.

10 What was the basis for that assumption?---In conversations he was always talking about his business with Mr Liu and the fact the options were in fact own by The One Capital Group.

All right. You understand Wensheng Lui was the, you understood at the time, around this time in late 2016 that Wensheng Liu was the sole director of The One Capital Group?---Through the lawyers, correct.

You understood that through the lawyers, the lawyers had communicated that to you, is that what you mean?---As part of the documentation we had to do acquire the site, the normal ASIC searches disclosed that.

20 All right. And who did you understand Elaine Tang was working for?---I, my understanding was she was part The One Capital Group. Specifically who? I couldn't answer that question.

All right. Did you understand Philip Uy to hold a formal position in The One Capital Group or just understood him to be working together with Mr Liu in some way?---That's correct, the latter.

30 The latter. When the introduction was made in late 2016, I think you said, you were aware that One Capital Group had already lodged a planning proposal for Landmark Square with Hurstville City Council?---When the opportunity was presented to us, it was on the basis that council had approved the rezone and I believe there were representations that they had even got Gateway approval.

40 All right. You understood at the time that Hurstville City Council had voted in favour of the planning proposal on 20 April, 2016 at council meeting?---I didn't know specifically which date, I was told that there was council approval. They may have even gone so far as saying they had Gateway approval.

All right. Were you given a copy of the planning proposal as approved?  
---I can't recall and I don't think so.

All right. Initially Aoyuan just agreed to purchase the options for the property, is that right?---No, our policy was never to buy the option alone because we've always taken the view that if we were to buy anything under an option we would buy the entire site and settle whatever we had to pay the option holder at the same time as when we bought, as when we buy the actual site itself.

10

But was the initial basis for the agreement that if the planning proposal wasn't ultimately gazetted, you could pull out?---That is correct.

All right. But One Capital's options were time limited, weren't they?---They were.

And at some point in late 2016 you understood they were going to expire, is that right?---That is, from memory, that is correct.

20 And so when the options were close to expiring was it then proposed that Aoyuan buy the land outright, even prior to the planning proposal being gazetted?---Are you talking 2016 or - - -

Yes.---Not in 2016.

So at what point did that take place, 2017?---In fact the end of 2017.

So at the end of 2017 Aoyuan, or more specifically Prime Hurstville, bought the land outright?---That is correct.

30

And we're still talking about the 8,500 square metres of land at this point?  
---That is correct.

But that purchase wasn't subject to the rezoning obviously?---No, it wasn't but by that time, a year had gone by and we had enough visibility of how the planning process was going and we felt comfortable that a rezone was going to take place. It's a question of at what density.

40 All right. And what gave you a level of comfort that rezoning would take place?---My colleague Greg Hynd, whom I understand you will be speaking to later, was primarily in charge of that part of the process. I think he has

had a number of meetings of which I attended some with council officers, and through that dialogue we gained sufficient comfort that a general rezoning was going to occur, the only question was density.

All right. You say that Mr Hynd had had a meeting with council officers. Did you attend any of those?---Some of them but only about, from memory, three or four.

10 All right. And did that include meetings with Catherine McMahon?---They did.

And Meryl Bishop?---They did.

All right. Did you ever meet with councillors? By this time it would have been Georges River Council in 2017.---Not in, not in council chambers. I have met councillor, the two councillors in question, Badalati and Hindi, outside of council but I can't give you a definitely date.

20 All right. So you're aware that the elections for the newly formed Georges River Council were in September 2017? Are you aware of that?---No, I wasn't.

All right. Well, I can tell you that's when the elections took place.---Yeah.

30 So Mr Badalati and Mr Hindi were re-elected on 9 September, 2017. Did you meet with them after that date, do you think?---I can't answer that question because I can't recall, but I can say to you it would most likely be between the, the time of 2016 when we were first introduced and just prior to us buying the site in 2017.

All right. And you signed those contracts for sale in November/December 2017, is that right?---That is correct.

40 So you think a meeting took place some point between August 2016, I think you said you were introduced to One Capital, and November 2017 is when you think the meeting took place?---I, I think the meeting would have taken place either very, very late in 2016, because we had no legal ability to meet anyone until we had signed our agreement with One Capital and that agreement wasn't signed until, from memory, late, very late 2016. So it would be from that date onwards, until the next lot of agreements were entered into with The One Capital Group.

Okay. And where did this meeting take place?---From memory, the offices of The One Capital Group.

Are they on Forest Road, Hurstville?---It's Forest Road but it's the corner of Forest and Hudson Road, I believe.

10 All right. So there was a meeting in late 2016 at One Capital's office which you attended and Mr Badalati and Mr Hindi attended, is that right?---There was a meeting during that period of time. I can't be specific in terms of which date.

All right. During that period of time between late 2016 and late 2017, is that right?---That's from my memory.

20 So the three of you attended that meeting, did anybody else?---No. There were more people. The One Capital Group representatives were there. From memory Philip Uy was there, Mr Liu Wensheng was there as well. I can't recall whether Elaine Tang was there or not there.

All right. And what was discussed at the meeting?---I think that meeting, it was, from memory, it was a general intro of who they were and what that had done as councillors in supporting the, the rezone at the time when they were in council. And from my perspective it was a general intro, introduction meeting organised by The One Capital Group.

30 All right. So, doing the best you can, can you recall specifically what Mr Hindi said at this meeting?---Unfortunately I can't. I think the, the gist of it was to say, was to essentially give us comfort that council or, as councillors they were very supportive of the whole rezoning and unfortunately the fact that the administration took place, that caused a disruption in that, in that rezoning exercise.

You're referring to Hurstville City Council going into administration in May 2016?---That is correct.

And presumably you can't recall exactly what Mr Badalati said either?---In fact, I can't recall any, what exactly those two gentlemen said.

40 All right. But the impression that you just outlined is something that applies to both of them, is that what you're saying?---That is correct.

Okay. And what did Philip Uy contribute to the discussion?---Philip explained to me that both, both The One Capital Group in general basically said that they'd been working quite hard with all the councillors, in particular those two councillors, who are very supportive of the whole idea of rezoning because there's a huge hotel component of which it would benefit that community significantly through employment, from an employment sense and from a revitalisation sense.

10 Did Philip Uy explain to you how he met Mr Hindi?---No. No, he didn't.

Did he explain to you how he met Mr Badalati?---No.

Did you form an understanding of how long they'd known each other?---My impression was that it wasn't an overnight relationship. Just exactly how long I can't give you, but it was not a short-term relationship.

And what gave you that impression? Did Mr Uy say or do anything to give you that impression?---They, the impression I got was they have worked  
20 together, but whether it's on this or on other projects, I can't give you that certainty but that was the impression they gave me.

Did Mr Uy tell you anything about the extent to which, if at all, he'd worked with Mr Hindi and Mr Badalati on the Landmark Square planning proposal?---What do you mean by that? In terms of how he was working with the two councillors or - - -

Well, I'm asking you did you form an impression that he had worked with them or had had discussions with them about the Landmark Square planning  
30 proposal prior to this meeting?---My impression was that the planning proposal, which The One Capital Group submitted, involved those two councillors working with them.

With who?---With The One Capital Group, in particular Philip Uy.

And what was the basis for that impression?---It was just the way that they presented themselves to me. Essentially giving, trying to give me comfort that from a planning perspective it had, it had received the relevant council approval, and all councillors – in particular those two councillors – were all  
40 supportive.

All right. So at the time that you or Aoyuan specifically, Prime Hurstville, purchased the Landmark Square land, the agreement was that Aoyuan would just pay One Capital Group whatever One Capital had paid the original owners, at least initially, is that right?---No, that's not how it worked. The way the option worked is on or before the expiry of the option, if exercised, whoever exercised it, because the option could be assigned or there could be a nomination right, whoever got nominated or assigned that, that right to purchase would notify the landowners by the options of the intention to buy, and that would trigger the individual contracts to, to, to  
10 complete in this usual course.

All right. But the agreement was that you paid an initial amount of money for the land while at the same time agreeing to pay One Capital an additional amount if the planning proposal was ultimately gazetted and the FSR was increased, is that right?---That is correct. That was the underlying basis of the 2016 agreement. That essentially – could I, could I explain that?

Certainly.---That, that essentially if the land had received gazettal, for  
20 argument's sake, in 2016, we would buy the land in total for, depending on what it got gazetted at. That's if it had got gazetted at that time, the target was five to one, it would net 57 million of which that component, a component of that would have to be paid to the landowners for whatever price that they were, they had agreed to sell their respective land for.

And - - -?---The difference would be whatever Capital, sorry, One Capital Group would make out of the deal.

And how much had they agreed to sell the land for at that time?---37  
30 million. However, with option fees paid, it was, it was closer to 40 million.

Yes. So if you total up the values on the contracts that you signed in November and December 2017, it comes to about 40.5 million. Does that sound about right?---That is correct.

Okay. But there was an agreement with One Capital to pay them an additional amount if the planning proposal was ultimately gazetted with the increased FSR, that's right, isn't it?---That is correct, based on the formula.

40 All right. Could I just go to that agreement? It's at volume 1.9, which is Exhibit 132. It will come up on screen in a moment.---Yep.

Do you recognise this as the agreement we've been discussing?---I do, I do.

Okay. If you go to the next page, a bit further down to the – you see it's dated 20 October, 2017? But then if you go to the last page of this document, keep going, this version that we have is signed by Wensheng Liu but not signed by anyone for Prime Hurstville. Do you have a recollection of signing this agreement on behalf of Prime Hurstville?---I do, and it's standard practice in property because it's, the contracts would have been  
10 exchanged.

Yes. All right. Can I go to clause 3.1 of the agreement?---Yep.

You'll see at clause 3.1, "One Capital agrees to," paragraph A, "use its best endeavours to achieve the first gazettal on or before the first sunset date." And then if you go up to the definition section, for first gazettal.---Ah hmm.

You'll see first gazettal is defined as "The publication in the New South Wales Government gazette of a change to the zoning of all the properties to allow mixed use development and allow floor space ratio of at least 4.1  
20 across all properties." Do you see that?---Yes.

And the first sunset date is defined later on that page as 30 November, 2018.---Yes.

So the effect of clause 3.1 was that One Capital was to use its best endeavours to achieve a gazettal of a planning proposal that rezoned to mixed use and also had the 4.1 by 30 November, 2018. Is that right?---That is correct.  
30

And that of course wasn't achieved by 30 November, 2018?---That's correct, yeah.

Okay. Then at clause 6.1 it said, "If the first gazettal occurs on or before the first sunset date, that is 30 November, 2018, then in consideration of One Capital performing its obligations contained in clause 3 in respect of the first gazettal, Aoyuan agrees to pay One Capital the first gazettal payment on the first payment date." Can you see that?---Yes.

And then the first gazettal payment, if you go back up to the Definitions section, is defined by reference to a formula, I think as you said earlier. Is that right?---That's correct.

Go back to "First gazettal payment." Right. It's defined as "As a dollar amount calculated in accordance with the following formula. First gazettal FSR." So in that case that would be four. Is that right?---Yes.

10 And then you times it by 1386 and times it by 8546. Does 8546 represent the metres squared of the property?---The, the, the square meterage of the property we bought.

Yes. And so I appreciate I'm putting your mathematical skills on the spot – but take it from me that  $4 \times 1386 \times 8546$  is about \$47 million. Does that sound right to you?---That's correct, you're very good.

20 All right. Then from that amount you'd deduct \$3 million in accordance with the formula and then from that amount you'd deduct the settlement sum which presumably is the amount which was paid to the owners.---That is correct.

About \$40 million?---That's correct.

So then that produces about \$4.4 million, does that sound right?---Yes, that's correct.

30 Now we'll come to this in a moment but although One Capital didn't meet that first sunset date, you did ultimately pay some money to One Capital, is that right?---I actually paid the full amount as if there was an agreement.

We'll come to the amounts that you paid in a moment – but just going through the obligations regarding what's called the second gazettal. If we go back to clause 3.1 paragraph (b).---Yes.

40 It says, "One Capital agrees to use its best endeavours to achieve the second gazettal on or before the second sunset date." Then if we go to the definition of "second gazettal", if we go up to "second gazettal", it means "the publication in the New South Wales Government Gazette of a change to the zoning of all the properties after the first gazettal to allow floor space ratio in excess of the floor space ratio allowed in the first gazettal". So that

is essentially the difference between the first gazettal and whatever a subsequent gazettal might be, is that right?---That is correct.

So if the first gazettal was for 4:1 and there was then gazetted 4.5:1, the second gazettal is 0.5.---0.5, correct.

Okay. Then if we go to the definition of “second gazettal payment”, it says “a dollar amount calculated in accordance with the following formula, first gazettal FSR minus second gazettal FSR”. So that’s actually, that’s looking  
10 at the difference between the two FSRs is that right?---Yes, correct.

Times 1386 x 8546. And then it says “minus the IA amount”, which is - - -  
?---The monies paid to the Investment Alliance Group.

The money paid to the Investment Alliance Group. How much was that?  
---From memory, roughly it was just five hundred, \$500,000 or somewhere around there. I might have to double check that.

Well, IA amount was defined, so maybe we’ll just look at that definition.  
20 ---Yep.

It means “an amount of \$1.5 million”.---Yeah, but I think that amount wasn’t paid because the Investment Alliance guys didn’t want to wait for that long to get their money because, don’t forget, the second gazettal didn’t take place at all so I believe there was discussions to effectively pay them out and that number was definitely no more than \$500,000.

Okay. So, either way, the second gazettal payment was also a significant payment of - - - ?---If they got the second gazettal, it would be effectively  
30 the difference between the first and the second, depending on how much more.

So another amount of several million dollars in the end, if the difference was say 0.5?---Then it would be two or \$3 million if my maths is correct.

Okay. I don’t think we need to be exact about this at this stage. Okay. So the obligation was to achieve the second gazettal by the second sunset date, which is also defined. We go to that definition. Second sunset date. 29 February, 2020. And that obligation wasn’t met either, was it?---That’s  
40 correct. No, it wasn’t.

Well, in the sense that, query whether they used their best endeavours, but either way it wasn't gazetted by 29 February, 2020, is that right?---That's right. And obviously you can only have the first gazettal, sorry, you can only have the second gazettal if the first gazettal went through.

Yes.---But in this case the first gazettal didn't even go through prior to that date.

10 All right. And in fact the gazettal ultimately occurred on 7 August, 2020, is that right?---Yes, correct.

Okay. There was then a variation to this agreement, which I'll also show you.---Ah hmm.

It was volume 15.2. Should come up in a moment. Do you recognise this agreement?---I do.

And you remember signing this agreement?---I do.

20 Okay. And if we go through to the next page you'll see it's dated 3 August, 2018. You signed it around that time?---Yes.

On the next page, clause 2.1, "One Capital and Aoyuan agree to vary the fee agreement as follows." And the definition of first gazettal payment was replaced with a new definition. You see that?---Ah hmm.

Which involved a new integer, a services payment. You see that?---Yes.

30 Which was defined as an amount of \$990,000 ex-GST.---Yes.

All right. So that amount was to be deducted from the final payment you were supposed to make to One Capital Group, is that right?---That's right.

And then in the next clause it's acknowledged, if we go over to the next page, that Aoyuan had already paid the services payment, that is the \$990,000.---That's correct.

40 And that accords with your recollection that Aoyuan had paid that 990,000 to One Capital around this time?---That's correct.

Okay. And as I said, I'll come to the details of the payments in a moment.  
---Ah hmm.

So as at November-December 2017, Prime Hurstville had bought the 8,500 square metres of land.---Well, for all intents and purposes, most of them. I think there was one block of land that had to be settled in early 2018.

10 Okay. All right. And by that point the administrators of Georges River Council had voted to send the planning proposal for a Gateway. Does that accord with your recollection?---I can't recall that one.

Okay. But around this time – sorry, I should tender volume 15.2 as Exhibit 163.

THE COMMISSIONER: Thank you. That'll be marked as Exhibit 163.

**#EXH-163 – VOLUME 15.2**

20

MS HEGER: In 2018 there were still matters to progress with the planning proposal. There were some amendments to the planning proposal being discussed, you recall that?---I know there were amendments but I just don't know what the timing was.

Sure. And there was also some discussion about the VPA offer in respect to the Landmark Square planning proposal?---Vague memory because most or pretty much all those materials and attendances were attended to by Mr Greg Hynd.

30

Okay. In 2018, was it still the case that One Capital Group was the lead contact with council in progressing the planning proposal?---Not directly at all. In fact I suspect we have taken over a lot of the council officer discussions even starting from 2017. I can't be exact as to when, but I suspect it's starting in 2017.

40 Okay. Could I just show you a document which is at volume 1.6, page 88. That's Exhibit 129, volume 1.6. I do note the time, Commissioner. I expect I'd only be another 15/20 minutes or so. I don't know if it's – I don't want to inconvenience anybody by sitting late.

THE COMMISSIONER: No, I can understand that.

MS HEGER: But I know it would be convenient to - - -?---I'm happy to,

If it's convenient to this witness - - -?---Oh, absolutely. I'm happy to.

To stay on?---Subject to everyone's availability I suppose. Thank you.

10 All right. It was page 88. This is an email from Elaine Tang to Catherine  
McMahon and some other council staff and you'll see also Mr Hindi and Mr  
Badalati are copied in, as well as some other councillors. Do you see that?  
---I do.

It's dated Monday, 23 April, 2018 at 2.56pm. You're copied to the email as  
well. You've seen this email before?---I, I have.

20 And at this time, the signature block says "Gencorp." What did you  
understand Gencorp's role was in all of this at April 2018?---Specifically, I,  
I, I wasn't sure but I know Gencorp was an associated company of The One  
Capital Group. How they're associated, I can't tell you.

All right. So did you understand Ms Tang to still be making representations  
on behalf of One Capital Group at this time?---In general, yes.

All right. But by this time, April 2018, on your understanding, One Capital  
Group's only interest in the planning proposal were the fees that it was  
entitled to under the agreements we've just been to. Is that right?---That is  
correct.

30 Okay. Did Ms Tang ever explain to you why she copied this email to these  
particular councillors as opposed to other councillors?---I wasn't sure. She  
didn't tell me that.

Okay. In the second-last paragraph, in the last line, it says "Some former  
Hurstville councillors have been on this journey with us for the past four  
years." Do you see that?---Yes.

Did she ever explain to you which councillors she was referring to there?  
---No.

40

All right. Did you agree to this email being sent before it was sent?---I was asked to send an, an email. Probably, I don't even know in what form. They might have told me the gist of it but we flatly refused and told them that we didn't believe that was the right thing to do because I think by that time we had a reasonable relationship with council officers and we felt that that was working okay.

All right. So you didn't agree with the approach that Ms Tang was taking in this email, is that right?---In general, yes.

10

And what didn't you agree with?---We just didn't believe this was the right way to approach the issue.

All right.---We felt that it was more important to try and work things through at the officer level instead of getting councillors involved.

Okay. And was it sometime after this that you took over, Aoyuan took over lead communications with council?---I can't recall but I think we, we were in lead communication before this email.

20

Okay. One Capital Group went into administration in October 2018, is that right?---Oh, I was informed of that, yes.

And at that point you wrote to the council and confirmed that Aoyuan would be the developer for Landmark Square, is that right?---I think so, yes, that's correct.

Yes.---But I want to clarify, that had nothing to do with the, the voluntary administration. I think that was an independent thing that we, due to planning changes to the proposal, we were then the applicant, from memory, and I think that's what we said to council, that we would be the, the, the main point of contact.

30

Okay. Can I show you another document and it's a statement of Meryl of Bishop, page 19 of that statement.---Ah hmm.

Can I just ask you to read this note to yourself and then I'll ask you a question about it.---Sure.

Read the first page and when you're done with that we'll flick over to the next page. For the record, it's a memorandum dated 4 August, 2020 from Meryl Bishop to the Director of Legal Services at Georges River Council. ---Thank you.

Next page, please.---Thank you.

10 All right. If we go back to the first page, this file note is recording what happened at a meeting at council offices in the second half of 2018, do you see that first dot point?---Yes.

Ms Bishop records that you and your team attended a meeting with Ms Bishop and other members of the Strategic Planning Team. Do you see that?---Yes.

20 Then on the next page Ms Bishop says that she asked you, were the two councillors, that is Mr Badalati and Mr Mr Hindi, given their interest in the site, "awaiting something", when the rezoning of the site occurs, do you see that?---Yes.

It said, "Adrian Law ever so slightly nodded his head," do you see that? ---Yes.

Now, do you have a recollection of having a discussion with Ms Bishop after this meeting occurred at council?---I recall the, in the hallway discussion but probably not so much as to contents.

30 Well, do you recall her asking whether the two councillors were awaiting something or something to that effect?---Not that I can remember.

All right. So when Ms Bishop says, in response you ever so slightly you nodded your head, I take it you can't remember whether you did or not? ---That's correct.

So you're not denying that this exchange occurred you just can't remember, is that right?---The discussion and exchange between Ms Bishop and myself did occur but insofar as contents, I don't, the memory slips.

40 All right. Well, around this time in August, 2018, did you in fact have a belief that Mr Badalati and Mr Hindi were awaiting something upon the rezoning of the site?---I can't say they were awaiting something but I know

that they've previously, in that meeting they said to me that they believe having the development would be a good factor for the community and especially having a hotel would be a big employment plus, and that was the logic they gave me for their support of the planning proposal in general.

10 All right. But did you have a belief that someone had promised Mr Badalati or Mr Hindi some kind of money or other benefit if the rezoning of the Landmark Square site were to occur?---I don't have concrete evidence or things to point to that but there was a concern that there might be untoward things that may happen and from our perspective we've always distanced ourselves from that sort of stuff.

Are you saying you had that concern as at August, 2018?---Before then we had concern that in 2017 that because of councillors, of the introduction meeting, I'm seeing councillors, that generally gives me an uncomfortable feeling to the extent that we wanted to make sure that everything was, for want of a better word, clean.

20 All right. Aside from that meeting with the councillors that you've already described, did you have any basis for believing that they were expecting some kind of benefit from the rezoning?---No, firstly, I want to make it clear I don't, but the way Philip, the way Philip Uy described, every time he talked to me, the way he described them was he would call them friends. To me, that's weird. But having said that, how they want to call them, call, call their friends, it doesn't mean anything. We just made sure. And that's why if you look at one of the deeds that you showed me, there was a clause to say from our perspective we wanted to make sure everything was aboveboard.

30 All right. Can I show you another document?---Sure.

Volume 16.5. I'll just mark Ms Bishop's statement as MFI 12.

THE COMMISSIONER: Thank you.

#### **#MFI-012 – STATEMENT OF MERYL BISHOP**

40 MS HEGER: For the record, this is an email from Mr Liaw to an email address that beings lan-liu, l-a-n, dash, l-i-u.---Yep.

Subject is “Hurstville fee payable calculation”. Do you recognise this email?---I do.

And this email doesn’t appear to bear a date, but can you remember when you sent it?---It would be shortly after the gazettal in August 2020. It would probably be August or September.

10 Okay. And who is Lan Liu?---That’s a contact email given to me by Mr Liu. Mr Liu, Wensheng.

All right. And so you understood when you were emailing the Lan Liu address that was an email addressed to Wensheng Liu, is that right?---That’s correct.

MR CORSARO: Commissioner, I’m sorry to interrupt. I’m sorry to interrupt. We have no visual of that particular document. We don’t know what it is. I wonder whether we might share it.

20 MS HEGER: We had intended to share it and I’ll see if that can be rectified now.

MR CORSARO: Thank you. Thank you.

MS HEGER: Can you see it now, Mr Corsaro?

MR CORSARO: I can, thank you. I don’t know what the problem was earlier. Thank you very much.

30 MS HEGER: So you say there, “Based on our agreement, the formula to calculate how much to pay you is as follows,” and you set out a formula from the agreement we went to earlier. You see that?---That’s correct.

The first agreement, I should say, that we went to. And you said, “Based on the recent gazettal, the approved FSR is 4. The settlement sum is \$38,467,360.91.” See that?---Yes, sorry, yes, yes.

40 And you calculate the total amount payable as about \$6 million. You see that?---Yes.

And you say, "To date we've already paid you \$4 million out of that approximate \$6 million amount." See that?---Ah hmm.

And then you refer to the dates on which those payments were made. The second item, 13 August, 2018, \$990,000, that's the services payment referred to in the amending agreement we went to earlier, isn't it?---I recall, yes.

10 Okay. And so on your understanding, at this time you'd already paid those four amounts to One Capital, is that right?---That's right.

And you calculated the outstanding payment as being about \$1.9 million, is that right?---That's correct.

Okay. And so even though One Capital had not met the deadlines in the agreement, you paid them in any event. Could you just explain why?  
---Although there's the legal basis to pay that was entrenched in the, I think it's called the fee agreement, and which legally speaking under that fee agreement there's no obligation to pay because the sunset dates, as you had  
20 explained, had all been passed and they didn't meet the condition.  
However, from my perspective and I've always, was verbally agreed that I would still pay to the One Capital Group if gazettal eventually happened because, for my part, it was essentially the deal that we struck from day one.

All right. And when you say you verbally agreed that or orally agreed that, who was that with?---Mr, Mr Liu himself and I think Philip was present and, and I recall Elaine being present as well.

30 And can you identify at what time you made that agreement clear?---It would, it would probably be sometime in 2018. I'm taking a guess because the gazettal timing would be coming, would be coming up and obviously they haven't fulfilled it, so there would be, there would have been a discussion on whether or not I would still fulfil my, my, my part of the bargain.

When you say the gazettal timing, are you referring to that first sunset date of 30 November, 2018, is that right?---That's correct, that's correct.

40 Okay. Can I show you another document? Volume 16.7. And volume 16.5 will be MFI 13.

THE COMMISSIONER: Thank you.

**#MFI-013 – VOLUME 16.5**

MS HEGER: If we go to volume 16.7, for the record this is an email from Chris Yan to yourself dated 1 September, 2020 at 11.01am and it says the attachment is invoiced to Prime Hurstville. Do you see that?---Yes, I do.

10

It says “Hi Adrian, please see attached invoice for Landmark site. Kind regards, Chris.” And then if you go over to the next page there’s an invoice there.---Ah hmm.

Now, first of all, did you understand Chris Yan to be working for Wensheng Liu at this time?---That’s correct, I did.

And the invoice is issued by a company called Vertex Corporation. Did you understand that to be Mr Liu’s company?---I, well, it was a company nominated by Mr Liu.

20

Okay. And do you know why he nominated Vertex instead of One Capital?---I’ve got no idea.

Okay. But you certainly understood this invoice to be issued in response to your earlier email that we went to?---That’s correct.

MFI 13. Okay. And you in fact paid that amount of approximately 1.9 million?---2.1, including GST, yes.

30

2.1 including GST, you paid that amount to the Vertex Corporation?  
---Correct.

And when was that paid, within a month or so of this invoice?---I can’t give you an exact date. It would be shortly after.

All right. Can I show you another document? I’ll mark that as MFI 14.

THE COMMISSIONER: Thank you,

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**#MFI-014 – VOLUME 16.7**

MS HEGER: Another document at 16.13, volume 16.13. And you'll see this is an invoice from company called The One International Corporation.  
---Yep.

Sorry, bear with me a moment.---Sorry, is this the right invoice? It's not addressed to us.

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Yeah. No, I've shown you the wrong document. I won't ask you a question about that document.---Thank you.

Can I ask you, on your understanding, have you now paid One Capital or Wensheng Liu or his companies what they're entitled to under your oral agreement that you had?---Absolutely.

Okay. Is Mr Liu still claiming any money from you?---Sorry, Mr Liu is not, but Philip Uy is.

20

And why is Philip Uy still claiming money from you on your understanding?---Because, because he feels that the actual planning controls wasn't 4:1, it was something extra, which I, which I didn't agree.

All right. So he's still requesting that you pay him personally an amount of money, is that right?---Well, not, not him personally but I would pay Mr Liu that extra bit of money because he believes the, the way the planning controls work, although the site itself, our site was only 4:1, there were interpretations that would potentially result in getting more FSR if we wanted to.

30

All right. Do you know if Mr Badalati or Mr Hindi in fact received any other money or other benefit upon gazettal of the Landmark Square planning proposal?---I have no knowledge of that whatsoever.

Do you have any knowledge of whether they have ever received any money or other benefit in respect of the Landmark Square planning proposal?  
---None at all.

Has anyone ever said anything to you to indicate that they had received money or any other benefit in relation to the Landmark Square planning proposal?---Not prior to this public enquiry.

When you say “not prior to the public enquiry”, are you saying - - - ?---I only found out what they allegedly received via the enquiry.

Via the public evidence given in the enquiry by Mr Badalati, is that right?  
---Correct. Correct. That’s correct.

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Aoyuan is still in the process of developing Landmark Square, isn’t it?---We are.

And it’s the developer for Landmark Square?---We are.

Okay. I have no further questions for Mr - - -

THE COMMISSIONER: No. Mr Corsaro?

20 MR CORSARO: I’m sorry it takes about a month to get back online once I go off, Commissioner.

THE COMMISSIONER: I know, it’s a little difficult. Would you be having any questions of this witness?

MR CORSARO: No.

THE COMMISSIONER: Right. Nobody else has made an application, have they?

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MS HEGER: No one yet has made an application. Of course, Mr Liaw hadn’t prepared a statement so no one had received any forewarning of his evidence.

THE COMMISSIONER: All right. Mr Liaw, what I’m going to do is allow you to go but if somebody comes back and satisfies me they need to, for good reason, ask you some questions, then you may have to come back.  
---That’s fine.

So I'm not going to release you from your summons at this point but I'll get the Commission to notify you as soon as we know, which is probably in the next 48 hours.---That's fine, thank you, Commissioner.

Thank you for your assistance and you're free to go.---Thank you. Have a good day.

Thank you.

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**THE WITNESS STOOD DOWN**

**[4.21pm]**

THE COMMISSIONER: Do you want to start early tomorrow?

MS HEGER: I'm happy to, Commissioner, but I'm in your hands.

THE COMMISSIONER: 9.30.

20 MS HEGER: That's suitable for me.

THE COMMISSIONER: Is that okay with anyone else who's online?

MR CORSARO: Yes, Commissioner.

THE COMMISSIONER: Are you happy with 9.30?

MR CORSARO: Commissioner, I'm fine with 9.30.

30 THE COMMISSIONER: Good, we'll adjourn to 9.30 thanks.

**AT 4.22PM THE MATTER WAS ADJOURNED ACCORDINGLY**

**[4.22pm]**