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PUBLIC
HEARING

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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 29 JUNE, 2022

AT 10.00AM

Any person who publishes any part of this transcript in any way and to any person contrary to a Commission direction against publication commits an offence against section 112(2) of the Independent Commission Against Corruption Act 1988.

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

MS HEGER: Commissioner, I call George Constantine.

THE COMMISSIONER: Thank you. Just before we take Mr Constantine's evidence, I propose making an order to vary the order made prior to Mr Wong's compulsory examination so that those who have an interest can get a copy of the transcript of that. Being satisfied that it is in the public interest to do so, I hereby vary the directions made on 4 and 5 November, 2021, pursuant to section 112 of the Independent Commission Against Corruption Act 1988 concerning the evidence given to the Commission on those days
10 by Clifton Wong, so as to permit the transcripts of those compulsory examinations to be published or otherwise communicated to the witnesses in the Operation Galley public hearing and their legal representatives for the purposes of cross-examination, submissions or seeking or providing legal advice and representation in relation to the appearance of Mr Wong. The transcripts of Mr Wong's compulsory examinations on 4 and 5 November, 2021, shall be made available through the restricted website operated by the Commission in relation to Operation Galley.

20 **BEING SATISFIED THAT IT IS IN THE PUBLIC INTEREST TO DO SO, I HEREBY VARY THE DIRECTIONS MADE ON 4 AND 5 NOVEMBER, 2021, PURSUANT TO SECTION 112 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT 1988 CONCERNING THE EVIDENCE GIVEN TO THE COMMISSION ON THOSE DAYS BY CLIFTON WONG, SO AS TO PERMIT THE TRANSCRIPTS OF THOSE COMPULSORY EXAMINATIONS TO BE PUBLISHED OR OTHERWISE COMMUNICATED TO THE WITNESSES IN THE OPERATION GALLEY PUBLIC HEARING AND THEIR LEGAL**
30 **REPRESENTATIVES FOR THE PURPOSES OF CROSS-EXAMINATION, SUBMISSIONS OR SEEKING OR PROVIDING LEGAL ADVICE AND REPRESENTATION IN RELATION TO THE APPEARANCE OF MR WONG. THE TRANSCRIPTS OF MR WONG'S COMPULSORY EXAMINATIONS ON 4 AND 5 NOVEMBER, 2021, SHALL BE MADE AVAILABLE THROUGH THE RESTRICTED WEBSITE OPERATED BY THE COMMISSION IN RELATION TO OPERATION GALLEY.**

40 THE COMMISSIONER: Thank you. Now, just bear with me for a sec. Mr Constantine, will you take an oath or an affirmation?

MR CONSTANTINE: Yes.

THE COMMISSIONER: An oath or an affirmation?

MR CONSTANTINE: Sorry?

10 THE COMMISSIONER: You've got an alternative. An oath is normally
taken by somebody who believes in God and wants to be bound by an oath
- - -

MR CONSTANTINE: Yeah. An oath is fine.

THE COMMISSIONER: Is that okay?

MR CONSTANTINE: Yeah.

THE COMMISSIONER: Yeah. Just one moment.

20

THE COMMISSIONER: Thank you. Take a seat. Now, you're unrepresented as I understand it, Mr Constantine?---Yes. Yes.

I just wish to explain to you your rights and obligations as a witness before this Commission. As a witness, you must answer all questions truthfully and you must produce any item I require you to produce during the course of your evidence. I have power under the Act to make what is known as a section 38 declaration to give you some protection. That declaration has this effect. Although you must still answer the question put you or produce any item I require you to produce, your answer or the item cannot used against you in any civil or subject to one exception, any criminal proceedings. The exception is that the 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. I'm not suggesting for one moment that you will do so but if you were to give false or misleading evidence, you would commit a very serious criminal offence for which the penalty can be imprisonment for up to five years. Do you understand that?---Yes.

All right. Do you want me to make that declaration? I should say, as a matter of practice, I generally make it when somebody's unrepresented. So it's a declaration that will give you the protection I've indicated. Would you like me to make that?---Yes.

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.

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.**

THE COMMISSIONER: Yes.

10 MS HEGER: Mr Constantine, could you please state your full name, for the
record?---George Constantine.

And you've given a statement dated 17 February, 2022. Correct?---Yes.

And is that statement true and correct to the best of your knowledge and
belief?---Yes.

You are a real estate agent. Correct?---Yes.

20 And your agency is Taylor Nicholas. Is that right?---It was but not at the
moment.

All right. That agency operated from 2005. Is that right?---Roughly, yeah.
2010 more like it.

All right. You say in paragraph 3 of your statement in 2005, you
commenced working for Taylor Nicholas as realtor but in 2010, you opened
a franchise office.---Yes. Yes. Correct. Yes.

30 Correct. And the name of that franchise office was Taylor Nicholas
Development Sites. Is that right?---Yes. The franchise office, yes.

Yes. That was based in Kogarah?---Correct.

You also know Mireille Hindi. Correct?---Yes.

Who's also a real estate agent. Is that right?---Yes.

40 And you've known her for about 10 to 12 years, as you say in your
statement. Correct?---Yes.

And her real estate agency is called Sydney Realty. Correct?---Correct.

And you say in your statement that Mrs Hindi has introduced you to potential buyers for properties that you've had listed from time to time. Is that right?---Correct.

You say in paragraph 7, it's probably hundreds of dealings that you've had with Mrs Hindi. Is that right?---Yes.

10 And, specifically, you say there are hundreds of dealings where Mrs Hindi would introduce a buyer for a property you were selling. Is that right?
---Yes.

You say in paragraph 7, though, that there has only been about three successful purchases. What were those three purchases?---I think they're in the statement there.

All right. So that includes the Landmark Square property as you've set out in your statement. Correct?---It wasn't known as that at that time but - - -

20 You're referring to the property bounded by Forest Road, Durham Street and Roberts Lane. Is that right?---Yes.

And one of the other successful purchases was 508-510 Kingsway, Miranda as you've referred to in your statement. Correct?---Yes.

You've also annexed to your statement some correspondence regarding numbers 1 and 3 Higherdale Road. Was that connected to the Kingsway, Miranda sale?---Yes, they're adjoining properties.

30 All right. And you say in paragraph 18 that that property settled in June 2017. Is that right?---Yes.

And you've also mentioned 398-412 Princes Highway, Rockdale in your statement. Is that the third successful purchase?---Yes.

And can you remember when that settled?---I can't remember. I think it's in the statement and there's proof.

40 You've mentioned the property in your statement but you didn't mention in your statement when it was settled. Can you say what year it settled?---I, I can't remember that.

All right. Was it relatively recent or do you think it was a few years ago, can you say?---It's a few years ago.

All right. Was it before the Landmark Square sale settled?---I think so, yes.

And just to remind you that sale went through in November/December 2017. So do you think Rockdale went through before that?---I'm not sure.

10 All right. You say in paragraph 5 of your statement that sometime in 2013/2014 the managing agent of Storage King Hurstville spoke to you about listing their property. Correct?---Yes.

And that property was 61-65 Forest Road, Hurstville. Correct? As you've set out in your statement.---Yep.

Which formed part of that area bounded by Forest Road, Durham Street and Roberts Lane. Correct?---Part of it, yes.

20 And you listed that property through Taylor Nicholas Development Sites. ---Yes.

And you also say in your statement you spoke to some of the other landholders in that triangular parcel of property. Is that right?---Correct.

Again bounded by Durham Street, Forest Road and Roberts Lane. Correct? ---Yes.

30 And some of those landowners also agreed to list through Taylor Nicholas Development Sites. Correct?---Correct.

And it's fair to say that when those properties were combined together they had a significant development potential. Correct?---Yes.

One obvious possibility being building a block of residential apartments. Correct?---I think it needed a zoning change.

That's right. You understood it was zoned industrial.---Yes.

40 And it would need a zoning change in order to permit residential development. Correct?---Correct.

You say at paragraph 8 that your brother, that's Michael Constantine.
Correct?---Yes.

You say he approached you and said, "He's a buyer Mireille has referred."
Is that right?---Something of that nature, yeah.

And did he mention the name of the buyer?---No.

- 10 You say at paragraph 9 of your statement, and I'll just take you to that. If we bring up your statement and go to paragraph 9. And before I get there, while Michael didn't mention the name of the buyer at that time you later came to be aware that buyer was One Capital Group. Correct?---Correct.

At paragraph 9 you say you've reviewed the business records for Taylor Nicholas Development Sites and found five unsigned conjunction agreements between Taylor Nicholas Development Sites and Mireille Hindi trading as Sydney Realty. Correct?---Correct.

- 20 And those conjunction agreements are annexed to your statement. If we go through to those at page 21 of your statement. And while we're waiting, can you just explain what a conjunction agreement is?---Between two agents and if there's a co-agent, they're, they're both co-agents but there's a listing agent and there's an agent that introduces let's say a purchaser, yeah.

And so under a conjunction agreement you agree to share the commission with that other agent, is that right?---I think it's unsigned, so - - -

But I'm just talking generally as to what a conjunction agreement does.

- 30 ---Generally, yes, yeah.

Generally you agree to share the commission with that other agent, is that right?---Correct, yeah.

All right. So this is one of the conjunction agreements you annexed to your statement, correct?---Yep.

And it is unsigned, as you note, but says George Constantine and Mireille Hindi at the bottom, correct?---Yes.

- 40

If you go over to the next – oh sorry. At the top it says 20 April, 2016. Do you see that?---Yep.

And it also says, “Conjunction basis, 20 per cent of the selling fee to the co-joined agent,” correct?---I can read that, yes.

And around this time, April 2016, what did you anticipate your commission would be from the sale of these properties?---Can you repeat that?

10 At around this time, April 2016, what did you anticipate your commission might be from the sale of these properties?---As an agent we never anticipate the commission. It's just bad luck to do that.

But did you have an agreement with the owners as to what percentage of the total sale price you would get as your commission?---Yes.

And what was that percentage?---It was a shared commission between the managing agent and the total was 2 per cent.

20 2 per cent of the purchase price, is that right?---Yeah. On that particular property.

All right. And you understood the likely purchase price would be something in the realm of \$36 million as is set out there? If we just keep that conjunction agreement on the page, please.---I think you've got to go to the actual listing agreement.

All right. You also annexed the listing to your statement, correct?---I think so, yeah.

30 We'll just go to that then. I'll identify the page, bear with me. If we go to page 5 of your statement. I'm sorry, page 14. Is this what - - -?---That's the sales advice, that's not the actual - - -

Okay. You're referring to something else, are you?---Yep.

What are you referring to?---So when you list a property, it's the agency agreement.

40 All right. But you understood it would be something in the realm of \$36 million, is that right? A ballpark estimate I'm asking for, I'm not going to

hold you to a specific amount.---When you, when you list a property, you, you tell the owners what you think it might be worth and then the owners tell you what they want. So usually they either take your advice or they, or you have to go with whatever they say, whatever they want.

All right. And what did they tell you they wanted around this time, April 2016?---Well, whatever it says on the, on the agency agreement. I can't remember exactly. It's some time ago.

10 All right. Do you recall having discussions with Mrs Hindi about this conjunction agreement?---I can't recall, no.

All right.---I couldn't even remember that I had it until I, until I found it.

Okay. Do you know that 20 April 2016 happens to be the day that Hurstville City Council voted in favour of the planning proposal for Landmark Square?---No idea.

20 All right. That doesn't jog your recollection as to any discussions you had with Mireille Hindi around this time?---No.

All right. The conjunction agreements aren't signed but, as you say in paragraph 11 of your statement, your view is that it's really up to the co-joined agent to sign since you have control of the money, is that right? ---Usually, yeah.

And you also say in your statement - - -?---Just, just like if I had an agency agreement unsigned, it's up to me to sign it, not the vendor.

30 I understand.---Yeah.

And you also that if you have a relationship of trust with another agent you often don't require a signed agreement, it can be done on a handshake, is that right?---Yeah. I've had many a dealings myself where I haven't - - -

And you considered you had a relationship of trust with Mireille Hindi around this time, April 2016?---Yes.

40 So on your understanding, at this time, April 2016, whether this agreement was signed or not, you had an agreement with Mireille Hindi that you would pay her 20 per cent of the commission for the sale of those properties that

you'd listed in what's now known as Landmark Square, correct?---Well, it's hard to say that, yeah, because it's, it's unsigned.

Well, but did you consider you had an oral agreement with Mireille Hindi to that effect?---I would say I had an agreement but the actual amount is not, not settled.

All right. And of course you ultimately did pay Mrs Hindi a commission in respect of Landmark Square, correct?---Correct.

10

So you obviously considered that you'd done some sort of deal with Mireille Hindi regarding the Commissioner for Landmark Square, correct? ---Correct.

And One Capital Group ultimately did enter into options to purchase those properties in Landmark Square that you'd listed, correct?---Correct.

That was around August 2014, is that right?---Correct.

20 But One Capital Group didn't end up exercising those options, did it?---I believe there's a nominee clause in the, in the deed.

Yes. And One Capital Group nominated a company called Prime Hurstville, is that right?---I wasn't involved in that part of it but, yes, that's the, that's what happened.

All right. And you understand that Prime Hurstville bought that property – I'm going to keep calling it Landmark Square but you understand I'm referring to the properties within Forest Road, Roberts Lane and Durham Street?---That's right, yeah. Yeah, yeah.

30

You understand that Prime Hurstville bought that property in November/December 2017, correct?---I was, I wasn't notified that it was changing or anything like that but - - -

But you're now aware?---But one of the owners said, yeah, someone else bought the property, yes. Correct.

40 Okay. And so in that way, Mrs Hindi's introduction of One Capital to you did ultimately lead to a sale, just not to One Capital. Is that fair to say?---To the nominee, yes.

Yes. You say at paragraph 14 of your statement, and I'll show you that again, please. Paragraph 14. At paragraph 14 of your statement you refer to a cheque dated 15 March, 2018 and you go on to say – and that cheque was made out to Sydney Realty, correct?---Correct.

And it was in the amount of \$67,400, correct?---Correct.

10 And you say in the next sentence “Mireille Hindi called me and said ‘I got to get paid. It is time for me to get paid.’” Is that your recollection?
---Something like that, yeah. Something of that nature.

And when did that conversation occur? Obviously prior to the cheque being signed on 15 March?---It was close to that date, yeah.

Sometime in March, do you think?---Correct.

20 And she didn't expressly refer to Landmark Square at that time, is that right, or indeed any of the properties within that parcel, Forest Road, Durham Street and Roberts Lane, is that right?---(NO AUDIBLE REPLY)

Indeed you say at paragraph 14 she didn't say what she was referring to.
---Yeah. I can't really remember what happened there but - - -

What, you can't remember whether or not she referred to the property by name, is that right?---That's right.

30 You can't remember whether she referred to One Capital Group at this time in this conversation in March 2018 or thereabouts?---No, she wouldn't have, no.

Okay. But you say at paragraph 14, you understood her to be referring to Landmark Square because that's the last dealing you'd had. Is that right?
---Correct.

So Mrs Hindi then came to your office. Correct?---Yeah.

40 And you say at paragraph 14, sorry, at paragraph 15, that she said something like, “You've got to pay me something because I referred to client.” Should that be “because I referred the client”? I'm just asking is that a typo or is that what she said?---That's a typo, yeah.

Okay. And so what did she say on your recollection?---I can't remember. It's some time ago.

But something like as you've set out?---Something of that nature, yes.

"You've got to pay me something because I referred the client." Is that right?---Something like that, yeah.

10 And did she refer to The One Capital Group expressly at that time?---I think The One Capital Group was never even mentioned.

All right. But you understood her to be referring again to the sale of the Landmark Square property. Correct?---Correct.

And, of course, by this time, March 2018, you had issued your invoice for the commission for the Landmark Square sale property? We'll go to paragraph, it's up at paragraph 13. You'd issued it in December 2017. Correct?---Correct.

20

And the total value of that commission was about \$525,000 if you add those three figures together. Is that right?---Correct.

So she came to your office and said something like, "You've got to pay me because I referred the client." What did you say?---I can't remember what I said.

But you ultimately agreed to pay her something. Is that right?---Correct.

30 And you ultimately agreed to pay her \$67,400. Correct?---Correct.

And how did you come up with that figure?---I can't remember how we came up with that figure but it was agreed between the parties and, and the cheque was drawn and signed.

All right. So given The One Capital Group wasn't actually the buyer of the property, rather it was Prime Hurstville, why did you agree to pay her a percentage of your commission for Landmark Square?---Because she introduced, she was the initial introduction. It's only fair.

40

And, as you said in evidence earlier, the introduction to One Capital did ultimately lead to a sale but to a different buyer. Is that right?---Correct.

And that was part of the reason that you agreed to pay Mrs Hindi a commission for Landmark Square?---Correct.

Is that right?---Correct.

10 You say at paragraph 17 of the statement, if we go over to paragraph 17,
“While I was writing the cheque for the amount as agreed, I was about to
write the address of Forest Road and Durham Street, Hurstville, and I asked
Mireille Hindi what should I put down.” Is that right?---Might not be
exactly that but something of that nature.

Right. And Mrs Hindi replied, “Just put 508-510 the Kingsway, Miranda.”
Is that right?---I’m not sure if she said it or, or I said, I said it but one of us
put that address because she also introduced someone there.

20 All right. Well, you’ve said in your statement that she said, “Just put 508-
510 the Kingsway, Miranda.” Are you now saying you might have made
that suggestion?---I’m not sure. I’m not sure. Not absolutely sure, but, but,
yes. Well, it was put down so one of us said it, yeah. Correct.

THE COMMISSIONER: What reason would you have had to say it?
---What reason would I had to say it?

Mmm.---Because she did introduce someone to that property.

30 No, but I’m talking about what was put on the cheque stub.---I think it was
more like we agreed to put that, that address.

MS HEGER: Right. You say at paragraph 17 initially that you were going
to put down the address for Landmark Square. So why would you then
suggest that it be Kingsway, Miranda?---So this statement wasn’t written by
me, right. It was written by the, your, your, your, whoever works here,
right.

40 Yes, following an interview between you and someone from ICAC. Is that
right?---Correct.

And you were provided with a copy of this statement.---Correct.

And you signed the statement.---Yes.

And you read through it carefully before you signed it, of course.---I didn't read through it carefully, no. Obviously not.

So you're now saying you're not sure whether Mrs Hindi suggested you put Kingsway, Miranda or whether you suggested it. Is that your evidence?---I think it was more like we agreed to put that address down.

10

Well, you made an agreement but who suggested it first?---I can't remember who suggested it. I think I might have suggested it. It might be her. It might be me.

Can I ask you this, Mr Constantine, when was the last time you spoke to Mireille Hindi?---I spoke to Mireille Hindi some time ago. I can't remember but a while ago.

20 Do your best to recall when it was, Mr Constantine, please.---It would have to be at least nine to 12 months ago.

All right. And have you spoken to anybody else about the evidence - - -?
---Because we've had COVID, we had this, that and everything's - - -

THE COMMISSIONER: It's been a bad couple of years, hasn't it?---Yeah. You can't remember, I can't even keep track of time.

Well, let me ask you this then.---Yep.

30 What property did you understand that \$67,000-odd was being paid for? It wasn't this Miranda address, was it?---It was mainly the Landmark.

Right. And as to the balance?---(NO AUDIBLE REPLY)

What I'm trying to get at is you weren't paying her money in respect of 508-510 the Kingsway, Miranda, were you?---No, I wasn't.

40 So doesn't that suggest that it was she that suggested it rather than you? I mean why would you suggest it?---She, she asked me to put the, to put a different address. Yes, she did, yes.

Yeah.---Yeah.

Did she tell you why?---Didn't tell me why.

No.

MS HEGER: I have no further questions for Mr Constantine.

10 THE COMMISSIONER: I'll just, you've been in the real estate game for some time, have you?---I have.

Roughly how many years?---About 30 years.

30 years. And in that capacity you would have listed over the years many properties for sale.---Correct.

When people, once you've got a buyer, the buyer generally pays a deposit. Correct?---(NO AUDIBLE REPLY)

20 A buyer will pay a deposit to you for the property.---You mean a holding deposit or a - - -

Well, either really.---Okay. In residential property you put a holding deposit. You can hold the property.

Yeah.---In commercial everything is done through the solicitors mainly.

30 All right.---But there is times where the agent would, would, would effect the, there is times where the agent would, would do the exchange and, and take the deposit, yes, correct.

Yeah. Have you ever had a situation where you've been paid a deposit in cash?---No.

No. And when a deposit is received by you, a holding deposit as you put it, what do you do with it?---Put it in trust.

40 All right. And let's say on one day you get four holding deposits do they all go into the same account?---Yeah, in the trust account, yes.

In the trust account.---Correct.

Okay. And what do you do to signify what deposit relates to what property? Is there any way of, you put all the money into the one account you say, but there must be some method that you use to - - -?---Oh, there is, yeah.

What's that?---There's a trust ledger and trust journal.

Right.---And there's a receipt book and so on and so on. The normal procedure for a trust account.

10

Yeah. And there are rules that govern that, aren't there, is that - - -?---There is, yeah.

Yeah. Yes, thank you.

MS HEGER: I have no further questions.---No further questions?

MR RIZK: Commissioner, there's no application made as to date but there are a couple of answers that were just given that I would like to briefly ask Mr Constantine about further.

20

THE COMMISSIONER: Okay.

MR RIZK: Mr Constantine, you were just asked by the Commissioner - - -

THE COMMISSIONER: Could you keep your voice up, please? I - - -

MR RIZK: Sorry. Can you hear me?

30 THE COMMISSIONER: Thank you.

MR RIZK: Thank you. So my name is Rizk, I'm appearing for Mrs Mireille Hindi and I just want to ask you briefly some questions about what you understood that commission of \$67,000 was being paid for. If it's possible for your statement to be brought up at paragraph 19, which starts on the bottom of page 6. Now, you were asked by the Commissioner whether the cheque related to whether it was in relation to Landmark Square or Kingsway, Miranda or anything else. I understood your evidence was the majority of it was for Landmark, and when you were asked about the balance you said you didn't understand that it was in relation to Kingsway.

40

Are you able to read through paragraph 19 of your statement? Can you let me know when you've done that?---Yep.

And do you accept that what is said there is that the payment that you made in March 2018, while it related to the Landmark Square site, also was partly due to her referral of the property at Kingsway, Miranda as well as the previous property on Princes Highway, Rockdale?---Correct.

10 Yep. So do you accept that it's at least possible that the cheque was indeed given, or that that commission was paid in respect of those three properties?---It may have been, yes, correct.

And so you accept that the answer that you'd earlier given to the Commissioner was inconsistent with what's been put in this statement?---It is inconsistent, yes.

And is that possibly because your recollection of what occurred on that day may not be 100 per cent clear?---Correct.

20 Thank you. No further questions.

THE COMMISSIONER: Just on that, was the money paid in respect of Landmark Square, the commission, was that more substantial than the one that was paid in respect of Kingsway?---Correct.

How much more substantial, do you know?---I can't remember how much more.

30 Yeah.---I can't remember how we came up with that figure.

No, I can understand that. But do you, was it you or was it Mrs Hindi that suggested it was that address rather than the Landmark address going on the cheque though?---I think Mrs Hindi didn't want to put that address down.

The Landmark Square address?---Yeah.

Okay.---That's my, my, my, my memory of it

40 Thank you very much.

MS HEGER: Can I ask a couple more questions, Commissioner?

THE WITNESS: Mrs Hindi didn't want the address, yeah, correct.

THE COMMISSIONER: She didn't want it?---She didn't want it.

No.

MS HEGER: You said earlier you couldn't recall when the Princes
Highway, Rockdale property settled, correct?---Correct. I think you need to
10 show me when it settled.

Yes. Well, I want you to assume for a moment that it settled sometime in
October 2015. If that's correct, and just assume it is for a moment, it's
unlikely, isn't it that you would have been paying a commission for the
settlement of that property some three years later in 2018, isn't it?---Not
unlikely. No.

No. But in your - - -?---Because - - -

20 Just wait for, wait for - - -?---Oh, sorry, yeah.

Sorry, you go ahead.---Yeah, it's up to her to chase commission.

But in your experience, when agents have entered into conjunction
agreements with you, don't they usually approach you fairly promptly after
a transaction is settled?---Correct. They do, normally.

And if you'd entered a conjunction agreement with another agent under
which you were entitled to a portion of a commission, it's your practice,
30 isn't it, to keep an eye on when those property settles?---It is my practice,
yeah. I need the money, so I need to - - -

So it's your practice to approach the other agent fairly promptly after a
matter settles?---Correct. Very promptly.

And indeed you'd keep an eye out as to when that property was settling,
correct?---Correct, yes.

And so it would be unusual in your experience for a co-agent entitled to a
40 commission to wait two, three years to ask for their portion of the

commission to be paid, correct?---It's not something I would do, yeah, correct.

And have you ever heard of anybody doing that?---I can't answer that because I can't answer for other people.

No, but you're not aware of an instance where another agent you know has done that, waited two to three years to ask for their portion of the commission under a conjunction agreement?---I, I can't really answer that
10 'cause I don't, I don't know.

In other words, you're not aware of any such instances?---I'm not aware of that, no.

I have no further questions, Commissioner.

THE COMMISSIONER: All right. Thank you very much for your assistance.---Thank you.

20 And you're free to go.---Okay, thanks.

THE WITNESS EXCUSED

[10.46am]

MS HEGER: I tender Mr Constantine's statement. That'll be Exhibit 195.

THE COMMISSIONER: 195 or 194?

30 MS HEGER: I'm told it's 195, Commissioner.

THE COMMISSIONER: All right.

**#EXH-195 – STATEMENT OF GEORGE CONSTANTINE DATED 17
FEBRUARY 2022**

40 MS HEGER: And could I also just mark for identification the five photographs that were shown to Mr Yan yesterday of the meetings with various federal politicians. I neglected to do that yesterday. Those will be

MFI 24. Photographs shown during his evidence given at the public inquiry on 28 June, 2022.

THE COMMISSIONER: Yes, thank you.

**#MFI-024 – FIVE PHOTOGRAPHS SHOWN TO XIN YAN DURING
THE PUBLIC INQUIRY ON 28 JUNE, 2022**

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MS HEGER: I call Mireille Hindi, Commissioner.

THE COMMISSIONER: Thank you. Ms Hindi, come forward, please.
Thank you. Mr Rizk, I take it your client will seek a section 38 declaration?

MR RIZK: Yes, Commissioner.

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

20 MS HINDI: Oath, yeah.

THE COMMISSIONER: Thank you. Now, Mrs Hindi, as a witness you must answer all questions truthfully and you must produce any item that I require you to produce during the course of your evidence. Your counsel has asked me to make a section 38 declaration. The effect of that is that although you must still answer the question or produce the item that I require you to produce, your answer or that item cannot be used against you
10 in any civil proceedings or, subject to one exception in your case, any criminal proceedings. The exception is that the protection given to you by a section 38 declaration does not prevent your evidence from being used against you in a prosecution for an offence under the ICAC Act, including an offence of giving false or misleading evidence. If you give false or misleading evidence, you commit a very, very serious criminal offence for which the penalty can be imprisonment for up to five years. Now, I should point out to you, as I have in respect of some other witnesses that as you know this investigation has proceeded for some time. If you choose to give false or misleading evidence, and I'm not suggesting that you will, there is a
20 probability that we will know, and if we can establish that I can say that I will have no hesitation to referring the matter to the Director of Public Prosecutions. Do you understand that?---I do.

Okay. 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 her during the course of her evidence at this public inquiry are to be regarded as having been given or produced on objection, and there is no need for Mrs Hindi 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 HER DURING THE COURSE OF HER EVIDENCE AT THIS PUBLIC INQUIRY ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION, AND THERE IS NO NEED FOR MRS HINDI TO MAKE OBJECTION IN RESPECT
40 OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED.**

THE COMMISSIONER: Can I ask you to state your full name.---Mireille Hindi.

Thank you. When was the last time you spoke to your son?---Two days ago.

Thank you. Yes.

10

MS HEGER: Mrs Hindi, you're married to Mr Constantine Hindi. Correct?---Yes, I am.

And how long have you been married?---30 years.

You're a licensed real estate agent. Correct?---Yes, I am.

And you trade as Sydney Realty.---Yes.

20 And Sydney Realty mostly deals in residential sales. Is that right? ---Correct, yeah.

And you started Sydney Realty in 2011. Correct?---Yes.

And you primarily deal with property in the Hurstville area.---The St George area, yeah.

And your son's name is Malcolm Hindi. Correct?---Yes.

30 And he was a partner in Sydney Realty from when you established it in 2011. Is that right?---That's correct.

But at that time your son was still studying. Is that right?---Yes.

And graduated from his university studies in 2018. Correct?---That's true, yeah.

And he was doing some work for Sydney Realty throughout that period, 2011 to 2018.---Yes.

40

But they were generally minor administrative tasks. Is that right?---That's correct but he'd also assist me on some sales if he could. If the opportunity arise he would do that.

And - - -?---On like rare occasions, yeah.

And his work included, for example, designing advertising material.---Yeah, something like that and he sometimes would through his friends, if he knows someone is looking to buy something he would obviously work with that, with me on that.

So there are some occasions where he referred potential buyers to you. Is that right?---Yes, yeah.

Who were friends of his. Is that right?---Correct.

How many occasions did that occur?---I don't recall specifically. It could have been a couple of occasions but that's not exact because the, the business had been trading for 10 years so that's what I could remember.

Right. Sometimes he assisted you with running open for inspections.---Yes.

Is that right?---Correct, yeah.

And of course your son wasn't a fully licensed real estate agent in that period.---No. He had the certificate of registration at that time.

And a certificate of registration entitles someone to act as a licensed real estate agent's assistant of sorts. Is that right?---I think so. At the time, yes, that's what it was but the rules have changed recently.

Yes. And as at this time, 2011 to 2018, of course you couldn't act as a real estate agent in your own name just by virtue of a certificate of registration. Correct?---Sorry, can you repeat that question.

Sorry. That question was not put well. You needed to have a real estate licence to be able to sell property in your own name. Correct?---If you're operating under your, if you have your own business, yes.

Yes. Does your son go by Malcolm Hindi professionally?---He goes by Malcolm James Hindi and he recently, well, what I mean recently changed his surname.

All right. What did he change it to?---To H-i-n-d-e.

All right.---And sometimes – so can I clarify too? He had business cards made in the name of Malcolm James around that period of time when he was helping me.

10

He had business cards made in the name of Malcolm James?---Yes.

THE COMMISSIONER: Why did he do that?---He wasn't happy with the surname from the beginning, and because Con was on council, has been on council for some time, around that time and he's unfortunately had some negative publicity, you know, being on council as you normally do, he didn't want to associate, well, not associate, I shouldn't say that, but he didn't want to have to use, he, he wasn't happy with using the, his surname Hindi all the time.

20

MS HEGER: When was that negative publicity that you referred to?---It would be around the 2014, remember 2014/2015, the, the, however, that's not to say there hasn't been other negative publicity in the past since Con got on council. But the main ones I, that I clearly recall were around, around the 2014/2015.

THE COMMISSIONER: And what was the nature of that negative publicity?---Just articles in the newspapers attacking Con.

30 For what?---For things or things that were done on council, something of that nature. I don't recall specifically what the articles were about but I do, I do obviously remember the impact it had on our family.

But you can't tell me what they were about?---Not, well, no, I can't remember those, like, in details. The, I, I remember the general contents of the articles.

All right. Well, what's the general content of the articles?---They were about us owning properties in the area and Con being on council and us purchasing those properties prior to, prior to there was a change of rezone at the time, but obviously they weren't correct, something along those lines.

40

So it, it was, I, I do remember the impact that it had on my family and this is why - - -

Well, if you remember the impact - - -?---Yeah.

- - - surely, you can give me some more detail as to what caused that impact?---Well, the articles are public, so I'm sure you would have seen the articles, Commissioner, like, I can, if you want me to try and recollect a bit more, I can.

10

MS HEGER: You said they had to do with a property that you had purchased. Is that a property in Mortdale?---Well, that's, that was the main focus. Now, sorry, you're jogging my memory. It is the Crump Street property and - - -

20

And what was happening with that property at Mortdale that caused some controversy?---Yeah. And it was being demolished and the, a builder was looking after that particular property. And there has been, there was a complaint at the time done by the neighbour at the back who was residing at, at the back of the property. And it was something to do with asbestos that was left onsite. But then at that time, there was torrential rain that Sydney has experienced, which made it difficult for the company carrying out the demolition work to clean up the site properly but this, I don't remember obviously the specifics but that was the main sort of concern or the, the contents of those articles.

And you've referred to a complaint. Was that a complaint made to council?---Yes.

30

THE COMMISSIONER: Are you moving on?

MS HEGER: I'm sorry, Commissioner?

THE COMMISSIONER: Are you moving on to another subject or are you - - -

MS HEGER: Yes.

40

THE COMMISSIONER: Can I just go back to something you said a little while ago. You said that you paid your son for his part-time work at the real

estate agency. How much approximately was that per week?---To the best of my recollection, it was approximately \$150 a week.

All right. And then you said that he became involved to a greater extent when he brought or introduced one of his friends or somebody that he knew and they purchased a property through you?---Correct.

Right. And how many of those properties can you recall now?---I do remember a couple of them at the moment.

10

Yes, what was the first one?---The first one was on the Princes Highway, Rockdale.

Yep.---And another one was on the Princes Highway, Carlton.

Sorry, can you say that again?---Sorry. Princes Highway, Carlton.

And with the one at Princes Highway at Rockdale, what amount of money did you pay him?---I believe it was \$20,000 for his contribution to that purchase.

20

Can you remember now what the purchase price was?---I don't recall the purchase price, no. I remember roughly what the commission was on that particular one.

What was it?---It was approximately \$90,000. There was a portion also made to a third party that, that was also assisting in the introduction of that buyer, or assisting with the purchase of that particular property.

30 And can you remember when that was roughly?---Roughly around the 2015/2016. More 2015.

And the second one on the Princes Highway at - - -?---Carlton?

Carlton, yeah. How much did you pay in respect of that one?---To the best of my recollection it might have been around 10 to \$12,000.

Now, if I just go back to the \$150 per week.---Yeah.

40 That was paid by electronic transfer into his account?---Correct, yeah.

And I take it the sum of \$20,000 was also transferred into his account by EFT?---Yes.

And he same applies to the other property, that is Princes Highway, Carlton, the sum of \$10-or-so-thousand, that was paid into his account by electronic transfer?---I believe so, yeah.

Yeah. And they would have been transfers initiated by you?---Yes.

10 Thank you.

MS HEGER: You were also a councillor at Kogarah City Council, correct? ---Yes, I was, yeah.

That was from 2008 to 2012?---Yes.

You know Philip Uy, correct?---I do, yeah.

20 And when did you meet him?---To the best of my recollection I met Mr Uy in 2014.

And how did you meet?---I'm trying to recall how we met. Through a Chinese event, well, Mr Uy was a real estate agent in the area so I knew of him but I actually met him around the 2014, I met him at a Chinese event because I used to attend a number of them at the time.

All right. And after you met him at that Chinese event, can you remember any further dealings you had with him around that time?---Sorry, can you ask that question again, please?

30

Do you remember when you next saw him after you saw him at that Chinese event?---Yes. I had further dealings with Mr Uy regarding a property in Hurstville because I actually was told about that site around that time and then I had a chat to Philip about having, if, if he has a buyer for that site and that's how I started knowing him more.

And which site are you referring to?---The Landmark Square.

40 Okay. We'll come to that in a moment. You also know Philip Uy as Faye, is that right?---Correct, yeah.

And is that how you would refer to him in your dealings with him?---Yes. Philip or Faye. Like, I've known him, that people call him by those two names.

And Mr Hindi also knows Philip Uy, correct?---I believe so, yes.

And when did they meet?---That, I'm not sure exactly when they met.

10 Well, did Mr Hindi meet Philip Uy before or after you met him?---I don't know whether it was before or after. Not sure.

As far as you can recall, when were the first interactions between Mr Hindi and Philip Uy that you're aware of?---That I am aware of, it was, trying to, maybe a couple of years after I met – a year or two after I met with Philip.

And what were the nature of those interactions? Where was it?---In or around the area in Hurstville.

20 Are you saying that they planned to meet up or that they'd just bump into each other?---My, no, they don't plan, sorry, they don't, they did not plan to meet up, that was my understanding. The time that I remember Con and Philip met, it was through me trying to organise a meeting with Philip and, and Con.

And why were you trying to organise a meeting between them?---Yep, 'cause at the time Philip would come to me regarding issues relating to the site.

30 You're referring to Landmark Square?---Landmark Square. And they were experiencing some difficulties with council, council staff, just for the whole process. And he'd be frustrated and would come to me 'cause his comments at the time were every time I call Con he doesn't answer his phone, so can you please arrange a coffee or a meeting.

Right. And about what time did you arrange this meeting?---This particular meeting or the meetings that he's had, sorry, what are you, which meeting are you referring to?

40 Well, your evidence was that the first time you recall Philip Uy and Con Hindi having any meetings or discussions was when you organised one after

Philip Uy raised some concerns about the delays with the planning proposal. Is that right?---Correct, yeah.

That's the first meeting that you're aware of between Con Hindi and Philip Uy, is that right?---That's correct, yeah.

And so when did that meeting occur?---To the best of my recollection was around 2015, 2016, in that time.

10 Okay. I might come back to that and ask you more questions about that later. You also know Wensheng Liu, correct?---I've met him a few times around that, well, around the 2014, so – do you mean know him from that time?

Well, I was going to ask you when you first met.---Okay.

So let's answer that. When did you first meet Wensheng Liu?---Yeah, at the, around the same time we met Philip. Like, shortly after.

20 So you met Philip Uy first, correct?---Yes, correct.

And then you met Wensheng Liu sometime thereafter, correct?---Yes.

You met them both in 2014, is that right?---That's true, yeah.

All right. And what were the circumstances of your meeting with Wensheng Liu in 2014?---Yeah, it was after Philip has indicated to me that Mr Liu is interested in the Landmark Square, in purchasing that site.

30 All right. So let's go back a step. You became aware at some point that the Landmark Square site was up for sale, is that right?---Correct.

And how did you become aware of that?---Through Taylor Nicholas.

And what discussions did you have with Taylor Nicholas and who specifically about Landmark Square at this time?---At this time it could have been either George or Michael, but had dealings with both of them. So I don't recall exactly who told me about the site, but definitely their office. And the, they gave me the details of the site and how much roughly the
40 owners are looking for.

All right. And did you approach them with an inquiry about the site or did they mention, first raise the topic with you that this site was up for sale?
---No, they, they, they told me about the site first 'cause I told other buyers about the site prior to telling Philip about the site.

Okay.---So it was brought to my attention first.

So George or Michael Constantine at Taylor Nicholas mentioned to you that the site was up for sale, correct?---Correct.

10

And did they give you some information about the site at that time?---Yes, they did. Yeah.

What sort of information?---General information regarding the site, the size of the site and what the owners are looking for so I can provide my potential buyers that. They used to always send me information regarding sites in the area, so that's one of them.

All right. And you understood at that time that the site was a very large site, bounded by Durham Street, Forest Road and Roberts Lane, correct?
---Correct, yeah.

You knew it was about 800 metres or so from Hurstville Train Station, correct?---Yes.

You knew that there was a Storage King on the site at that time?---Yeah, yeah. Correct, yeah.

And some other industrial uses?---That's right, yes.
30

What other uses were you aware of at this time?---I was aware that there's, it's an industrial land.

You were aware it zoned industrial?---Yes.

And you obviously understood that zoning takes place under the relevant, is effected by the relevant Local Environmental Plan, correct?---Correct.

You obviously understood that because you had some experience as a councillor on Kogarah City Council?---That's true, yeah.
40

And probably considered amendments to the Local Environment Plans in that capacity, is that right?---Well, sorry, can you repeat the question?

Did you ever consider amendments to Local Environmental Plans in your capacity as a Kogarah City Councillor?---I don't actually recall. Obviously, in my role as councillor I would have dealt obviously with a number of planning matters that came before council.

10 And you certainly understood from your role as councillor that if land was zoned industrial and somebody wished to build a block of residential apartments, the land would need to be rezoned, correct?---Yes. I did understand that, yeah.

20 And you understood it would need to be – I withdraw that. And you understood at the time that you had this discussion with Taylor Nicholas that this site obviously had significant development potential, correct?---We had a discussion, to the best of my recollection, in that nature but that site has been on market prior to me, the present time, the, the Landmark Square and it was advertised as, from memory, that it's an industrial, industrial zoning and it has potential to be rezoned for, for residential or mixed use. Something along that lines. So that was, to, to the best of my recollection, the property was promoted that way.

Yeah. So you understood when you had those discussions with Taylor Nicholas that one possibility for the site was rezoning it to permit residential development, correct?---Yeah, yeah.

30 And so after you found out that it was up for sale through Taylor Nicholas, you then approached Philip Uy, is that right?---Yes. I approached other buyers prior to seeing him but I, when I saw him at the function I mentioned it to him too.

Oh, you mentioned Landmark Square, or the property that I'm going to refer to as Landmark Square, you understand I'm referring to the parcel bounded by Forest Road, Roberts Lane and Durham Street when I say Landmark Square, correct?---Yeah, correct.

40 So you mentioned Landmark Square to Philip Uy at that Chinese function, is that right?---That's correct.

And why did you raise it with him?---Because I knew Philip was a real estate agent in the area and he knew people in the community, investors and buyers, and this why I approached him.

Were you aware at that time that Philip Uy was involved in property development?---No, I wasn't.

10 Were you aware when you approached him that he worked with Wensheng Liu?---My understanding of Philip was that he was an assistant or secretary for Mr Liu, Wensheng Liu. I, I never worked out, or I didn't know at the time what was his exact role or involvement. That was my impression when I was dealing with him.

And when you first raised Landmark Square with Philip Uy, you understood at that time that he was an assistant, secretary for Wensheng Liu, is that right?---Yes.

20 And how did you know that?---Sorry, not, not at the first time, sorry. Can you, not at that time, I didn't know exactly what, but through my dealings with him after that time I formed the view that he was assisting Mr Liu, or was a close friend or, because he'd always communicate with me on behalf of Mr Liu.

All right. So when you mentioned the site to Philip Uy he expressed interest. Correct?---He said, "I will speak to my buyers." He said, "I'll speak to some of my friends or buyers that I know and I'll get back to you."

30 Did he mention Wensheng Liu at that point?---Not at, not at that point, no. He said, "I will speak to", it's something along those lines. I don't remember the specific conversation that we had but he did say, "I will speak to friends I have or buyers that I have and I'll get back to you if anyone is interested.

All right. So you then left it with him to come back to you. Is that right?---I think so, yeah.

And he then did come back to you. Correct?---Correct, yeah.

40 And he mentioned that he had a potential buyer Wensheng Liu?---Yes.

And he mentioned that Wensheng Liu might be interested in developing the site.---That's true, yeah.

And he mentioned he might be interested in developing it into a residential site.---Yeah. There were discussions in that nature of course because I wanted to know the potential on the site when I gave him the information but he did mention at the time that they wanted to incorporate a hotel in that, at that stage, yeah.

10 And - - -?---Like mixed use, commercial and residential.

And you obviously understood that if that was to take place the site would need to be rezoned. Correct?---Correct, yeah.

And you understood any rezoning had to be put before council for a vote. Correct?---That's true, yeah.

And so these discussions occurred sometime in 2014.---Yes.

20 And you then approached Taylor Nicholas and said you had a potential buyer for the site. Correct?---Yes. I communicated that to them, yes.

And you understood that potential buyer was Wensheng Liu.---That's true, yeah.

And you understood the potential buyer was his company One Capital Group.---Yes.

30 And you approached Taylor Nicholas sometime in 2014. Correct?---Yes.

Was that before or after you entered into the buyers' agency agreement, which I'll come to, with One Capital Group?---I believe that was before.

All right. And when you said to, you approached Taylor Nicholas, was that a discussion with George Constantine?---It might have been Michael. Like either George or Michael. Look, both, I was dealing with both of them. Sometimes if I'd call Michael and he doesn't pick up I'd speak to George. But to one of them.

40 You were here for Mr Constantine's evidence this morning. Correct?---Yes, I was, yeah.

And I think his evidence was that his brother Michael said to him he's a buyer Mireille has referred. So do you think it's likely you spoke to Michael Constantine first?---It is likely, yes, you know, obviously after hearing his evidence. He probably has a better recollection at that time than mine.

All right. And at that point did you agree to some sort of conjunction arrangement with Taylor Nicholas?---No, not, not at that moment, no.

10

That came later, did it?---Yes.

Okay. I'll come back to that in a moment. When do you think that agreement was reached?---The conjunction?

Mmm.---The conjunction agreement, I'm trying to gather my thoughts and trying to remember how that came about. I overheard at that time that One Capital are experiencing some financial difficulties and they might not proceed with the sale and I believe that could have been through Taylor Nicholas themselves. And it was at that time I think that I said to either George or Michael, "If I introduce another buyer for the site and if that falls through can I get paid a commission by having a co-agency agreement?" That's how the co-agency agreement came about, to the best of my recollection.

20

All right. So you understood at this time The One Capital Group had some financial difficulties. Correct?---Yes.

And you were presumably then concerned that it might not end up being the buyer for the property. Is that right?---That's correct. Yeah.

30

But you understood that The One Capital Group was looking to nominate another party as the purchaser for the site. Is that right?---Well, I didn't, well, my, my understanding be like onselling the option, like, at the time, if they, if they were having financial difficulties, there were, was, it would have been obviously clear that they weren't going to buy the site. Someone else was going to.

All right. You understood by the time of this conversation you're referring to with Taylor Nicholas about the conjunction agreement, you understood at that time that The One Capital Group had options in respect of the

40

Landmark Square site. Correct?---I knew, because the option documents, they were not issued by me and I wasn't aware of them, only until I saw Mr Constantine's statement 'cause I didn't know about those, I, I knew they were interested, I knew One Capital obviously were interested and they were working on the site but I wasn't aware of any official documents that they have entered into.

10 But you mentioned earlier when I asked you about this conversation with Taylor Nicholas that you understood The One Capital Group was looking to transfer the options. That was your evidence, wasn't it?---Yes, at that time, at the, yeah.

So you obviously understood The One Capital Group - - -?---Must have entered into - - -

20 - - - had options?---Yeah, well, my, my understanding was that they had clear interest in the site. Whether they have signed the option, normally because they're the, they did indicate to me initially when the discussion was taking place, that they wanted to purchase the site via option, so that's why I assumed if they showed (not transcribable) interest that they had options on the site and if they were to not proceed, where the purchaser would have to onsell the option or, the option. They're, they're the terms that I understood.

30 And so you had a discussion with George Constantine to the effect that, "Well, if they onsell the site to somebody else, I'd still like a commission." Is that right?---No, no, no, not in that, in that context. I said, "If I introduce another buyer to the site, then will you be open to pay me a commission?" He said, "Yes, if you do have another buyer, I'd be happy to pay you a commission," along those lines, so there was sort of a verbal understanding. And this is why those documents were never signed. So they were drafted, either George or myself prepared those documents, but it was never signed and it was left at that at the time.

Okay. So going back a step, Philip Uy told you that Wensheng Liu was interested in the Landmark Square site. Correct?---Correct.

40 Did you then have a meeting with Wensheng Liu about Landmark Square? ---I believe so, yes, I did.

And when did that take place?---It was in 2014, around June, around that time, June/July 2014.

Right. The buyers' agency agreement, which I'll show you in a moment, was signed on 24 July, 2014.---Okay.

So did the meeting take place before then?---Yes. To the best of my recollection, there was a meeting that Philip has, had organised.

10 And the attendees at that meeting were yourself, Wensheng Liu and Philip Uy. Correct?---Correct. Yeah.

And did the meeting take place at Wensheng Liu's office?---Yes.

Was that the one on Park Road?---Yes. Correct.

And there was no one else at that meeting?---Correct. Yeah.

20 And so what was discussed at that meeting?---Well, at that meeting, I explained to Mr Liu, I gave him the information about the site and what are the owners expectation if he was interested and, yeah, that was the main discussion that we had, that was the discussion that we had at the time.

And he explained to you that he was interested in potentially developing the site. Correct?---Yes.

30 And he mentioned residential uses and a potential hotel. Is that right? ---To the best of my recollection, yes, that conversation took place but just about the hotel component. I'm not sure if that came about at that meeting or later.

All right. But you certainly discussed a residential, possibility of residential development, correct?---Yes, yeah.

All right. I'll show you the buyers' agency agreement, volume 3.22, and that was MFI 21. If we go straight to – just pausing there. Can we go straight to page 6 of volume 3.22. Thank you. You recognise this as the buyers' agency agreement?---Yes, I do.

40 Between The One Capital Group - - -?---Yeah.

- - - and the agent listed there is Malcolm James.---Yes.

But it has your licence number, correct?---Correct, yeah.

And it says “trading as Sydney Realty”, correct?---Yes, that’s right.

And the mobile phone number - - -?---Is my number.

- - - is your number?---Yep.

10

Can you explain why – well, first of all, had Malcolm had any dealings with Philip Uy regarding Landmark Square prior to this agreement?---No, he hasn’t. And - - -

Had - - -?---Well, when I – so can I just say, I was actually, I was actually a bit surprised that Malcolm had his name there. It’s only just because he was assisting in filling out that agency agreement, so Malcolm had no involvement on that side at all.

20

THE COMMISSIONER: Well, he did. His name’s on this.---Yeah, well, he was a student at the time. He was assisting me in real estate because I, I - - -

I understand that, and at some stage he obtained a certificate, but - - -?
---Yes.

- - - this is a property worth, said to be worth between 35 million and \$36 million.---Yes, yes.

30

How can his name be on it?---It could simply just be the explanation that I have, he, well, he would have assisted me in filling that out. But Mr Liu knew he was only dealing with me. It was very clear.

But what I’m concerned about is why this person, your son, has his name on this at all.---Well, he was - - -

Having regard to the evidence you gave that he just assisted in minor matters and – when is this dated? July 2014.

40

MS HEGER: July 2014.

THE COMMISSIONER: And he doesn't sign it in his own name. He's named as Malcolm James.---This could simply just be an error. He was, he's just assisted me with filling that out. That's, that's, that's recollection that I had for that, of that agreement.

10 But surely, on what you've told me, he shouldn't have done it, correct?---I, I, my explanation to that, as I said earlier, Commissioner, that Malcolm just simply assisted me in filling that application out, and Mr Liu knew all along his dealings were with me. I had the meeting with him. Malcolm wasn't involved.

But I'm trying to find out why it was that his name was on it at all. And you say, all you can tell me is that he assisted from time to time for his \$150 per week, and here he is, his name appears on a multimillion-dollar contract. ---But he was a student at the time.

20 Yeah.---And he was my son, he's my son and he, I would have asked him to assist me in filling it out, and that could simply just be the only reason why he, his name was on there. 'Cause he had no dealings with Mr Liu.

Do you recall asking your son to fill this out?---I do recall on a number of occasions Malcolm assisting me in filling in - - -

But that's not an answer to my question.---Okay.

My question is do you recall Malcolm filling this form out?---I do recall that, yes.

30 And did you ask him to do it?---I did, yeah.

Why didn't you do it yourself?---I could've been in a rush at that time and asked - - -

Is that what you recall or is that just guessing?---Sorry. That's, that's my recollection.

You were in a rush so you asked your son - - -?---Before, yes, before I went into that meeting.

40 - - - to fill this out in respect of a multimillion dollar development and using the name Malcolm James, not Malcolm Hindi, correct?---Correct, yes.

MS HEGER: And you asked him to fill it out as Malcolm James instead of Malcolm Hindi?---No, I didn't but he was entitled to put the name that he feels comfortable with. Like, he's used that on his business cards, he's probably assumed that I could use the same name I had on my business cards.

By this point your son had been doing work for Sydney Realty for about three years, correct?---It was fairly on and off, like I did say minor things.
10 He wasn't that involved.

He understood that you were the licenced real estate agent, correct?---Yes, he did, yeah.

He understood he only had a certificate of registration, correct?---Yes.

And he understood that only having a certificate of registration, he couldn't enter into a buyers' agency agreement in his own name, correct?---Correct, yeah.
20

And the box - - -?---Well – yeah. Sorry.

Did you wish to add to your answer?---Sorry, can you ask me that last question, can you ask me that again?

As far as you were aware, based on your dealings with him, he knew that as a certificate of registration holder he couldn't enter into buyers' agency agreements in his own name, correct?---I don't think he really knew at the time, yeah, about his obligations, no, because he was working in the
30 business part-time. It's only a small business, working from home, and Malcolm was just assisting me occasionally.

THE COMMISSIONER: Well, that makes it more unusual, doesn't it, that here you have a young man who's assisting you in what you said were minor matters, and he's involving himself in a multimillion-dollar development using a different name.---Well, that's his name. It's not a different name. He's using his own name.

How old is this boy?---He's 28 years old now.
40

Yeah. So I think in these days he'd still be regarded as a young man, correct?---Correct, yeah.

And he practices as a solicitor, doesn't he?---Yes, he does.

Yeah. I don't want to call in your son unless I have to, but I must say that I'm having difficulty understanding what you're saying and I may have to call him so he can give an explanation. Now, what was the reason his name was on this?---Commissioner, this agreement was drafted some time ago.

10

Yep.---And I'm trying to give the best explanation that I could on how that was for that. I fill out a number of these and they don't come into fruition so it could simply just be an error on my end.

Well, it might be, but he's described there as an agent and he wasn't an agent, was he?---No. This is what I'm saying, it could have been an error filling out this application form.

20 Well, is this the only one that you know of that he filled out?---That's the only one I know of and this is why, and I did say previously that I was surprised to see Malcolm's name on it. So it could just simply be an error and I don't see a big deal in it. I'm sorry.

This buyers' agreement in respect of a property worth between \$35 million and \$36 million, it was a big deal for your business, wasn't it?---It was a big deal for me, yes.

Yeah. And did you mistakenly assume that at some point you'd signed the agreement?---Sorry, can you repeat the question?

30

Did you mistakenly assume that you in fact had signed the agreement?---I was the one who signed the agreement, I filled it out but I'm trying to get to, to remember the explanation why Malcolm's name was there. It could just simply be an error in filling out the agency agreement.

So this agreement's in your writing?---Yes, it is.

MS HEGER: And is that your signature on the bottom of the page?---It is. That's my signature, yes.

40

THE COMMISSIONER: Well, that very much suggests that you were falsely representing that your son was the agent, when you knew he wasn't, and you were. Correct?---Sorry, Commissioner, can you repeat that question?

I can't understand why you would have filled out Malcolm James, who you knew wasn't his real name, as agent - -?---Sorry, that is his name. I do apologise. He used that name. It's not not his. He's not hiding under that name. That is his name.

10

No, but you're hiding under it. That's my point. You knew he wasn't the agent.---Mmm.

You knew he had nothing to do with this sale. And then, to put it mildly, you forge his signature.---That is, sorry, that is my signature but I, and that's my writing. And that's, I, I, the only explanation, Commissioner, that I have for this, it was just, it's just an error in filling out the – and, and when you, and I, mistakes happen.

20 How can it be an error to put your son's name forward as an agent when you know he wasn't an agent, and then purport to sign as agent, that is as Malcolm James? How can that be an error?---My dealings with Mr Liu, sorry, Mr Liu was only dealing with me. He knew he was, who, who he was dealing with. He hasn't, he doesn't know Malcolm. And it was clear, I wasn't misleading the, the other party when I signed this agreement. And many of these agreements are done verbally.

Well, how could you not be misleading when the agreement should have been in your name, you write it out recording information that's not true?

30 Why wouldn't Mr Liu know if that was the case?---Because my understanding Mr Liu met me and I'm the one who told him about the site, and we both signed that agreement, so it's very clear for him who he was dealing with. And this is my licence and my phone number, so Malcolm has nothing to do with this.

That's my point.---Yeah.

40 That makes it all the more curious as to why you filled it out in his name and pretended to sign on his behalf.---Sorry, Commissioner, like I said before, it could just simply be an error on my end.

It's not an error, is it?---Well, I'm sorry, I'll say it is an error.

MS HEGER: You say that Wensheng Liu understood he was dealing with you, correct?---Yes.

Was your real concern that if somebody else picked up this agreement that they understood it was Malcolm James rather than you who was dealing with One Capital? Was that the reason why he put Malcolm James there? ---I'm sorry. Can you repeat that question?

10

Well, you say Wensheng Liu understood he was dealing with you.---Mmm.

Is the reason why you put Malcolm James on this agreement so that somebody else who picked it up, it wouldn't be obvious to them there was a connection between you and this agreement? Is that why you put Malcolm James there?---No, that's not the reason.

20

THE COMMISSIONER: So the only explanation you can offer me is that you made a mistake?---That's true. Oh, no, sorry, and because the licence number is mine, the contact number is mine, and why should I be hiding under this, because it's all my details.

But when you say the number was yours - - -?---Yes. And the email address and the licence number, that's all mine. It could just simply be an error. Because sometimes you'd - - -

30

People make errors, for example, they might put a wrong number in or a wrong word, wrong capital letters. But here you've got a document that would have taken some time to fill out and you're using false information and you're falsely signing on behalf of your son. I just have great difficulty accepting that that could be a mistake. But is that your evidence, is it? ---That is my evidence, Commissioner.

And you do understand the consequences if it's established that you're telling fibs?---Of course I do.

A serious criminal offence and perhaps gaol time?---I understand that.

40

Very well.---Yeah.

MS HEGER: Well, on the next page the agent's remuneration is listed as a flat fee of \$500,000 plus GST, correct?---Correct, yeah.

And that's a figure that you inserted, correct?---Yes.

How did you arrive at that figure?---We just came to an agreement, Mr Liu and I, that if he ends up buying the site this is the fee that I will get.

10 And the agency period is listed as 21 July, 2014 to 21 July, 2016. Correct?
---Correct, yeah.

And that's about two years. Correct?---Yes.

And is the reason you put in a two-year agency period because you understood it might take some time for One Capital to complete its purchase of this property?---(NO AUDIBLE REPLY)

20 That's correct, isn't it?---That's true. For a development site normally it takes time to basically get what they wish to happen on the site.

And you - - -?---It's not like a standard sale that's why normally the agency agreement is longer.

And you understood it might take some time because One Capital did not intend to complete the sale until a planning proposal was approved for the rezoning. Correct?---Sorry, what was your question again?

30 You understood it might take some time for the sale to complete because you knew One Capital wished to rezone the land before it completed the sale. Correct?---Correct. Sorry (not transcribable) okay. But in some instances buyers who are buying sites they could still go ahead with the purchase or, or they could purchase a block and wait years on it, like land banking in those terms but, in real estate terms people can sometimes land bank properties that they can sit on a property for many years and nothing happens to it so it's not subject to the rezone.

40 THE COMMISSIONER: But you understood that at some point there would be a significant development built on this place. Is that right?
---That's true. I do understand that. It's a, it's a site.

And you would have understood the likelihood that your husband would be voting as a councillor on Hurstville Council in respect of this development.
---I do, yeah.

And is that the reason your son's name on it rather than yours?---No, definitely not.

MS HEGER: Did you mention this agreement to Mr Hindi at the time?
---No.

10

Well, you stood to derive a very significant benefit if the sale went through in some \$500,000. Correct?---Correct.

And you weren't excited to tell Mr Hindi about that agreement at the time?
---I always keep my commercial agreements separate to Con. I don't tell him my business. It's my business so he doesn't need to know about my business dealings.

20 You don't tell Mr Hindi anything about your business dealings with Sydney Realty. Is that your evidence?---What dealings are you referring to?

Well, your evidence was just that you don't tell Mr Hindi about agreements you enter into for Sydney Realty. Is that right?---That's correct, yeah.

THE COMMISSIONER: Do you agree that if your name had appeared on this agreement and had that become known to members of the public, there may have been concern that your husband would be one of the councillors who would be either approving or rejecting the application?---Yes, I understand that.

30

And I put it to you again that that was the reason why you made this big mistake and filled it out and then put your son's name on it.---No, that wasn't the reason, Commissioner.

Yeah. We're going to take a short adjournment in a moment but I notice, I think Mr Moses is up the back, is he?

MR MOSES: Yes, Commissioner.

40 THE COMMISSIONER: I think you wanted to raise some matters of concern to you.

MR MOSES: Yes, Commissioner. Unrelated to the witness.

THE COMMISSIONER: I'm sorry?

MR MOSES: Unrelated to this witness, Commissioner.

THE COMMISSIONER: Okay. Well, we'll get you to stand down for the moment and - - -?---Sure.

10

- - - I'm going to take a short adjournment. Are you happy to deal with this now, Mr Moses?

MR MOSES: Only if that's convenient to the Commission.

THE COMMISSIONER: Thank you.

MR MOSES: Yes, thank you, Commissioner. Commissioner, as you're aware leave has been granted for the council, that is Georges River Council, to be represented in this matter by Ms Alderson and Ms Gall together with myself and the council has a real interest in the important investigation of these matters by the Commission. And one of the most serious issues which has emerged in the inquiry, because of the work of the Commission, is what appears to be the payment of moneys that could be construed, in effect, to be bribes to former councillors when exercising their official functions of the council in its current formation on in its predecessor, the Hurstville City Council. And the seriousness of these matters, of course, represent the serious work of the Commission, because of what would appear to be a fundamental betrayal of office by persons who were entrusted with the office of councillor to act in the public interest.

30

Now, whilst it's the obligation of any barrister acting for person before this Commission to act in a robust manner, it has been drawn to my attention that during the course of this inquiry, Senior Counsel for one of the former councillors Mr Hindi has made a number of remarks which, whilst he might consider to be flippant or robust, could be misinterpreted as either reflecting on the competence of the Junior Bar, including those present, or made remarks which could be construed as being of a sexist nature. And I just don't want to read them out, but I can just give you two examples. On 23 June, page 386 of the transcript, between lines 1 to 20, was an exchange between yourself and Senior Counsel for Mr Hindi. I will draw your

40

attention, in particular, to what he says at line 18, which is a reflection, with all due respect, on the Junior Bar generally by making such a comment. And the second comment was a comment made yesterday at page 643, line 30, when referring to Counsel Assisting.

10 Now, as I said, whilst he's entitled to act in a robust manner in conducting his advocacy, those types of comments should not be tolerated or made. I'm sure that they were unintentional, that is, not intended to have the meaning that could be construed. But words have to be chosen carefully because the
10 work of this Commission and the lawyers acting for all the parties is difficult enough without comments being made which may have the tendency to encourage disrespect ultimately by people who have to come before the Commission. And we raise the matter reluctantly, but as has been said by our current Governor-General when he was Chief of the Defence Force, "The standard you walk past is the standard you accept." So we've just put that on the record to say that if there is any further repeat of those matters, then we will have to be taking objection as and when they occur. And we don't want to interrupt the proceedings, but those matters
20 having been drawn to my attention, I felt duty-bound to raise with the Commission on the record as to those matters. And I thank the Commission for its patience in allowing me to make those remarks.

THE COMMISSIONER: I think in the first instance that you referred to, I may have caused that actually 'cause I made some comment that's recorded on the transcript, and I didn't interpret what Mr Corsaro said as anything other than being flippant, and perhaps in hindsight he shouldn't have said so. I certainly agree in relation to the second matter and, on reflection, I should have stepped in myself straightaway. But I'm hoping that sort of thing won't happen again because, obviously, it insulted the person that it
30 was directed at and, presumably, others who heard it, so - - -

MR MOSES: Well, it insulted people who were present, Commissioner, I can say that.

THE COMMISSIONER: Yeah.

MR MOSES: Thank you.

40 THE COMMISSIONER: All right. Well, thank you very much for that.

MR MOSES: Thank you, Commissioner. Thank you.

THE COMMISSIONER: And I'll keep that in mind.

MR MOSES: Thank you, Commissioner.

THE COMMISSIONER: All right. We'll take 10 to 15 minutes, I think.

SHORT ADJOURNMENT

[11.49am]

10

THE COMMISSIONER: Is there any evidence that you've just given that you want to change?---No.

MS HEGER: Can I just ask you a couple more questions about that buyers' agency agreement. If you go to page 9 of volume 3.22, that's your signature at the bottom, correct?---Yes, it is.

20 And you recognise the signature at the top as Wensheng Liu's signature, correct?---Correct, yeah.

And so can you tell me how this document came to be signed? Did you meet with Wensheng Liu to sign this document or did you sign it and send it on, how did that work?---To the best of my recollection I met with him in his office and that's how it was signed.

And so he signed the document in your presence, is that right?---I believe so, yes.

30 And who else was at that meeting?---I do recall that Philip Uy was there at that meeting.

And what did you understand to be the nature of his involvement in Landmark Square at that time?---My understanding at the time that Mr Philip Uy is a real estate agent who knows buyers and Mr Liu is just someone that he knows, who's an investor, who's looking for sites and he's assisting him in that way to purchase that development site. I didn't know what their, what his exact obviously involvement is with Mr Liu at the time.

40 Were you aware at this time that Philip Uy had been involved in the building of a development at Railway Parade in Hurstville?---I don't

remember. I don't recall that was even brought up. I don't know what his involvement is in that one.

Were you aware at this time that Philip Uy had a building company?---No, I wasn't aware.

Were you aware that he had a company called Gencorp at this time?---No, no, I wasn't.

10 Were you aware of any plan for Mr Uy to be involved in the construction of the development on the Landmark Square site if it went ahead?---No. I wasn't aware of that.

Did you later become aware of that?---No. I wasn't aware of that, not until that inquiry started.

Not until this inquiry started, is that right?---Yes. I never knew what Philip's involvement is.

20 All right. We might return to that topic later. After this agreement was signed in July 2014, One Capital Group then entered into an option deed for the Landmark Square site, correct?---Yeah.

That was in about August 2014, correct?---Correct, yeah.

And were you involved in the negotiations or arrangement of that option deed?---No, my involvement was at the beginning when they showed interest and after that, they expressed interest and that agreement was signed, it was Mr Liu who started contacting his lawyer. It was through his
30 lawyer, so I had no involvement after that.

You had no further involvement in the negotiation of the option deeds. Is that right?---I had no further involvement. However I was cc'd from time to time of the progress but didn't have any communication with the owners or the lawyers involved in that site.

You mean the progress of the option deed?---Yes. Well, not the option, the purpose of the, yeah, well, not specifically the option. Like there was instances, there were instances where Elaine from time to time would say to
40 me, I do remember that they were looking for an extension at the time and

she would ask me but I would then relay the message to Michael or George and they'd organise that.

When you say the extension, you mean the extension of the period of the options. Is that right?---Yes, yes.

And you had some communications with Elaine about that. Is that right? ---Yeah. I do recall some discussions with that.

10 All right. We'll come to those communications later, but is that the first occasion that you remember being involved in Landmark Square when Elaine contacted you about the extension of those options?---Throughout the process of them having that application with council - - -

You mean the planning proposal?---The planning proposal, yeah. There would have been some discussions or meetings here and there with regards to updates on the whole project.

20 Meaning - - -?---So I can't recall exactly when each meeting took place or the purpose of the meeting.

All right. Can I show you the statement of Nigel Dickson - - -?---Yeah.

- - - which has been tendered in this inquiry which was Exhibit number 157, and I'll take you to paragraph 25 of that statement. And before we get there can I ask you this, did you watch Mr Dickson's oral evidence on the livestream?---Yes, I did.

30 Have you read the transcript of his evidence?---I don't, I don't think I read the transcripts, no. I watched his evidence, yeah.

All right. At paragraph 25 of Mr Dickson's statement he refers to a lunch that he had with Philip Ly and he gave evidence or we established that he means Philip Uy in that instance.---Yep.

You understand that.---Yep.

40 He says he had lunch with Philip Uy on 18 May, 2015 at a Japanese restaurant on George Street in the Sydney CBD. Do you see that?---Yes.

And he goes on to say his statement, if you go through to paragraph 27, that that was a meeting with Philip Uy and then Councillor Hindi. Do you see that?---Yes, I see that, yeah.

And he also says, “I can’t recall specifically if a woman I know as Mireille Hindi, who I understand to be Councillor Hindi’s wife, was present at this meeting or a subsequent meeting at this Japanese restaurant.” Do you see that?---Yes.

10 And do you recall his oral evidence was that he is now fairly certain, I think were the words that he used, that you were present at this first meeting on 18 May, 2015? Do you recall his evidence in that regard?---I do recall, yes.

All right. And you were present at that meeting on 18 May, 2015, weren’t you?---Well, to the best of my recollection, yes, I was at one, at a meeting that, that Mr Dickson was there.

All right. And can you tell me how you came to be at that meeting, who invited you?---It would have been Philip or Elaine, more likely Philip
20 saying that there’s, we’re going to meet with the architect, are you free to come along and I said yes. Something along those lines.

All right. Do you have an actual recollection of Philip Uy inviting you or is that just your belief based on your dealings with Philip Uy in the past?
---That, that’s my recollection at the time, yeah.

All right. So Philip Uy contacted you and invited you to this meeting.
Correct?---Yes.

30 And did he explain what it was about?---He did say something along the lines of, “I’ve got a meeting with the architect. Do you want to come and meet him?” or “Do you want to come along to the meeting?” something along those lines.

And you understood that the meeting concerned the Landmark Square site.
Correct?---Yes, I did.

All right. And Councillor Hindi, then Councillor Hindi was at that meeting, as well. Correct?---Yes. Correct.
40

And who invited him?---Well, I would have told him about the meeting, that they were under, Philip's request, like I said earlier, Philip would try and contact Con a number of times and Con was working full-time, so he wouldn't answer his phone. And Philip would then ask me, "Can you please get Con to come for a coffee with us, please, just to have a chat to the architect?"

All right. So Philip said to you could Councillor Hindi come, as well. Is that right?---Yeah, he asked me, yeah.

10

And then you said to Councillor Hindi, "Can you come along to this meeting with the architect about the Landmark Square planning proposal?" Is that right?---Yes.

What else did you say to Councillor Hindi?---That's it.

Well, at this point, as Mr Dickson says earlier in his statement, Mr Dickson had met with Councillor Hindi on 5 May, 2015, at council about the Landmark Square planning proposal. Do you recall that evidence from Mr Dickson?---I do recall that, yes.

20

Did Mr Hindi express any concern to you as to whether it was appropriate to have lunch with the architect for a planning proposal that Mr Hindi knew was coming up before council?---No, I don't recall him expressing that concern because it had, something like this had happened previously on other projects or, sorry, not, well, sites, development applications where the applicant or someone that was involved in the application would ask Con to come and attend a meeting with an architect regarding that. So it wasn't, so, so Con didn't express anything, any concern about that meeting. To him, it was just having a chat regarding a concerned constituent about a matter that's before council.

30

THE COMMISSIONER: Can I just raise this with you. I think you said you were invited by, was it Mr Uy?---Yes.

And then he asked you whether you could ask your husband to come along. But the first person he contacted was you and asked you to come along? ---Yes.

40 What was your understanding as to why you were invited?---'Cause Philip would have more conversation with me than with Con, okay. Well, I'm

saying this on my behalf, that's my understanding at the time, like I mentioned earlier, it was always difficult to get hold of Con.

But Mr Uy could have said, "Can you tell Con to come to this meeting?" but he asks you to come and then he asks, "Could you get Con to come?" What I'm interested in is why were you invited to this meeting?---I'm not sure why Philip asked me. He would ask, like, he's asked me a number of occasions to come to a meeting.

10 Very well.

MS HEGER: And at this stage, the only involvement you'd had with Landmark Square was signing that buyers' agency agreement - - -

MR PATTERSON: (not transcribable)

MS HEGER: Does somebody wish to be heard?

MR PATTERSON: But I'm in court at the moment, listening to evidence,
20 so we'll speak tonight.

MS HEGER: Whoever that is, we can hear the conversation that you're having with a third party and you may wish to put yourself on mute? All right. I'll ask the question again. By this point the only involvement that you'd had with the Landmark Square site was signing that buyers' agency agreement, is that correct?---Correct.

And so did you have any idea why you were being invited to attend another meeting concerning the Landmark Square planning proposal?---Well, after
30 that, that Mr Liu expressed the interest and signed the agreement with regards to Landmark Square, I had more contacts with Philip and Elaine from the, because I didn't know them before. So they would call me and ask me to come along to meetings and I would attend. I don't, is, is that answering your question?

THE COMMISSIONER: But why were you being invited? Did you ask them "Why am I coming?"---I didn't think to ask at the time but they asked me and I was free at the time and I said I'd come along.

40 Well, you certainly had an interest in the development proceeding, didn't you?---Well, I did, yes.

Yes. A financial interest?---Yes, based on that agreement, yes.

Yes, thank you.

MS HEGER: Mr Dickson says that at that meeting he listened to Councillor Hindi talk about how council may deliberate on the planning proposal for Landmark Square. Is that your recollection of what Councillor Hindi said at this lunch?---I don't recall the conversation that took place at, at that lunch.
10 I don't remember it specifically.

You remember Philip Uy was there and Mr Dickson was there, correct?
---Correct.

And you remember there was some discussion about the Landmark Square planning proposal, correct?---There was some discussions, yes.

All right. And you don't remember what Councillor Hindi said but do you remember what you said?---No, I don't.
20

Well, what, on your understanding, were you able to offer in terms of advice on the progression of the Landmark Square planning proposal?---I was just there listening. I don't recall contributing to that meeting.

THE COMMISSIONER: I think you've agreed with me that you had an interest in the development proceeding, correct?---Yes.

A significant financial interest, correct?---Yeah, yes, correct.

30 And you also had an interest in your husband voting a certain way on the development, didn't you?---That's true.

Yeah. Voting in favour of it, correct?---Sorry, what was your question, Commissioner?

Voting in favour of it?---Yes. Well, it's up to, obviously it's up to Con the way he votes, yes.

No, no. I didn't ask you about if it's up to him. You had an interest, can I suggest a deep interest, in Mr Hindi voting for the development?---That's right, yes, I do.
40

MS HEGER: And when you and Mr Hindi were going along to this meeting, at that point you must have – well, first of all, you understood from your time as a councillor that a councillor can have a conflict of interest if their husband or wife has a financial interest in a development coming before council, you understood that, didn't you?---I understood that, only if the councillor becomes aware of the interest and it's up to the councillor to make that decision.

10 MALE SPEAKER: (not transcribable)

MS HEGER: We can hear someone on the line again. Can I encourage you to mute yourselves and check that you have been muted, please?

MALE SPEAKER: Commissioner, I don't know if you can hear us. We've lost audio on the AVL.

THE COMMISSIONER: We can hear you.

20 MALE SPEAKER: It's come back. Thank you.

THE COMMISSIONER: But we could hear other people as well, I suspect people in your room or the room of somebody else.

MALE SPEAKER: No, no, it wasn't us. We know who it was, but it wasn't us, Commissioner.

THE COMMISSIONER: Okay. Okay.

30 MS HEGER: All right. Your understanding was that if a councillor was aware that their husband or wife had a financial interest in a development that would pose a conflict of interest. Is that your evidence?---Yes, that's my evidence.

All right. But you also understand that the rule around conflict of interest are also concerned with how it might appear to a member of the public if a councillor or their partner has an interest in the development. Do you understand that?---Sorry, I didn't, can you please repeat that question again.

40 It wasn't well put. I'll withdraw that question and I'll move on. At this meeting you provided Mr Dickson with your telephone number. Correct?

---I don't recall providing him with my phone number.

All right. Well, Mr Dickson's evidence is that you did give your phone number to him at some point and that's correct, isn't it, you gave it to him at some point?---Well, my number is public because I'm a real estate agent so he could have obtained it from anywhere.

10 So are you denying that you gave Mr Dickson your phone number?---Sorry, I'm not denying it but I don't have a recollection of me giving him my phone number at that meeting.

Do you have a recollection of you giving him your phone number at some other meeting?---I don't have a positive recollection of that.

Okay. Mr Dickson's evidence is also that he has two phone numbers for Councillor Hindi saved in his phone. Did you give those numbers to Mr Dickson?---I don't recall giving him those two numbers.

20 All right. So you're not denying it but it's possible. Is that right?---Yes, it's possible.

Mr Dickson says his impression was that you were well versed in the Landmark Square planning proposal and you were well versed in the planning proposal at this time, at this meeting, 18 May, 2015, weren't you? ---Sorry, can you please explain what "well versed" meaning, what, in what, what does that mean specifically?

30 Well, you understand Mr Dickson's evidence is that you were well versed in the planning proposal. You understand that?---Depends what he means by "well versed".

Well, you understand that's the word that he used. Correct?---Yes, I understand that, yeah.

And by this time, the 18 May, 2015 meeting, you were familiar with the Landmark Square planning proposal. Correct?---Yes, I knew of the planning proposal, yes. I knew they have lodged it, yeah.

40 Well, at this time it hadn't actually been lodged. It wasn't lodged until June 2015 but you were aware that One Capital's representatives had been having discussions with council about it.---Yeah. Yeah, I was aware of that, yeah.

Okay. And you knew that One Capital was seeking to increase the floor space ratio on the site. Correct?---(NO AUDIBLE REPLY)

You knew that as at 18 May, 2015.---I, I wasn't aware of the specifics of what's going on on that site. I knew there was, they were talking to the architect and, about the proposal but I didn't know the specifics of it.

10 You didn't know that they were hoping to increase the FSR. Is that your evidence?---Well, to the best of my recollection at that time I was not aware of the specifics, whether it's FSR or height of that, that's going to happen on that site.

Well, I'm not asking whether you were aware of a particular figure but you certainly had an awareness that they intended to lodge a planning proposal and that planning proposal was proposing to increase the floor space ratio on the site. You understood that, didn't you?---Yes. Yes, I did, yeah.

20 And you understood they were planning to lodge a planning proposal that proposed to increase the permissible heights on the site, didn't you?---My understanding was that they wanted like any other developer to maximise what they can do the site, yes.

And you understood that that included increasing the building height. Correct?---Yeah, possibly, yeah.

And you understood that they intended to lodge a planning proposal to rezone the site from industrial to mixed use. Correct?---Yes.

30 And so in that sense you were familiar with the basic elements of the planning proposal as at 18 May, 2015. Correct?---Yes, the basic elements, yeah.

And Councillor Hindi also understood the basic elements of the planning proposal because he'd attended a meeting with Mr Dickson on 5 May, 2015. Correct?---I, well, it depends what was specifically discussed at the meeting and what his understanding was. I, I can't speak of his understanding at the time.

40 All right. Mr Dickson says at paragraph 32, and I'll just bring that up, he says that on 29 May, 2015 he was contacted on his mobile phone by

yourself and received two SMS messages from you. Do you see that?
---Yes. I can see that.

That contact related to the Landmark Square planning proposal, didn't it?
---No, it didn't. I didn't contact Mr Dickson regarding Landmark Square.
There was no need for me to contact him, I'm not his client.

All right. So you accept though that you did contact Mr Dickson on 29
May, 2015, correct?---I don't have a clear recollection of that. I do vaguely
10 recall that he, I spoke to him at that time but it was in relation to a
submission regarding Hillcrest Avenue, Hurstville, not Landmark Square.

And what was your involvement with Hillcrest Avenue, Hurstville?---Well
that my in-laws live on Hillcrest Avenue, Hurstville and so a number of
neighbours there wanted to put a submission to council with regards to the
Kogarah LEP. I contact, contacted Nigel at the time with regards to that.
That's my recollection of the phone calls that took place at that time.

When you say a submission regarding the Kogarah LEP, what was the
20 submission about?---I don't recall the specifics of the submission but I, I, I
think something was provided to the Commission with regards to that effect.
There was a letter provided by Mr Dickson's office with the submission,
regarding the submission, sorry, yeah.

Yes. I'll just check what the exhibit number for that was and I might show
you that in a moment but I can tell you the date of those emails started from
November 2015. Is that your recollection?---Yeah. Not a clear recollection
though with regards to the dates but roughly around that date, yeah.

30 I'll just show you Exhibit 156.

THE COMMISSIONER: While that's coming, can I just go back to
something? You've agreed with me that you had a financial interest in the
development proceeding and you had an interest in your husband,
Councillor Hindi, voting in favour of the development. It was very much in
your financial interest, wasn't it, that the public did not know of your
interest in the development, correct?---Sorry, Commissioner, with my
interest, my commercial dealings, it's confidential, the agreements are
confidential, so the public does not necessarily know, or they shouldn't
40 know about my commercial dealings with my clients.

Well, the bottom line is, if the public has come to learn that you were involved and your husband, of course, was Mr Con Hindi, then that was going to be problematic, wasn't it?---Commissioner, I, I'm a real estate agent who works in the area so there's going to be a number of instances involving me dealing with clients where my husband potentially would have to vote, and this is why I kept it to myself and I did not tell my husband about my commercial dealings with clients.

10 But he must have known, at least by the time you attended this Japanese restaurant, that you did have an involvement.---He did, he didn't know what my commercial involvement was with Landmark Square. His, well, I can't speak for his impression but I'm just, my understanding, if, I, I have made a number of enquiries with Con on a number of applications, with development applications around the area - - -

No, but I'm just asking you about this one. You had a very significant financial interest. Correct?---Yes, I did. Yeah.

20 And it was in your interests for the matter to proceed. Correct?---Yes.

And it was in your interests that your husband voted in favour of the development. You've already agreed with me on that. Correct?---Yes.

But if it became known that you were involved financially in this very large development, your husband would not be able to vote?---That's correct. Yes.

30 That's correct. And if he wasn't able to vote, there was some chance that you wouldn't get your money. Correct?---No, not really. He's not the only one who was voting on council.

No, no. I understand that.---Yeah.

But he would have had a role. Correct?---He would have had a role, yes, but, yeah - - -

And you weren't expecting him to disclose, were you, your interest in the project. Correct?---Sorry? Can you clarify the question?

40 You wouldn't have expected him to disclose your interest in the project because as I understand your evidence, you didn't tell him you had any

involvement?---That's correct. I never told him of my commercial involvement in the site.

Well, be that as it may, isn't that the reason you drafted the agreement the way you did, so that it wouldn't disclose that you had any involvement in the project? There was no mistake. You did it deliberately to conceal your interest in the project, otherwise it could have caused problems for the project proceeding. Correct?---Sorry, Commissioner. I, I disagree with that. That wasn't the intention.

10

What was the intention? Tell me?---Not – sorry. Like I said before in my evidence, the agency agreement had, surely he knows what my number is, whoever got that, and, and - - -

No, no, no. Come on. Don't play games.---Sorry. I'm not playing games. Yeah.

I'm putting to you that it wasn't a mistake, that it was deliberately created in that way by you to conceal your involvement in the project.---Sorry, I don't agree with that, Commissioner.

20

Very well.---Yeah.

MS HEGER: And, specifically, the reason why you didn't include any mention of the Hindi name is because you were concerned that if it became aware that this commercial deal was connected to the Hindis, that would pose a problem for Mr Hindi voting on the development. Is that right? ---Sorry, I disagree with that, too, because everyone knows Malcolm's my son, Malcolm James is my son, and there's no reason to hide that. My obligation was not to disclose this to Con because then he will have to deal with the conflict of interest if he became aware of it. And I do this with all my dealings and I can give you examples if you wish later with, of applications that I have asked Con about and it does not involve me financially.

30

And when you were both invited to this meeting on 18 May, 2015, Mr Hindi must have said to you, "Why are you coming along?" Is that right?---That's correct.

40 And what explanation did you give him?---I don't remember obviously the exact words but I would have said to him, "Philip is asking me to assist him

on this matter. He's having difficulties communicating or progressing with council. Can you have a chat to the architect?" Just simply along those lines, like any other enquiries I've made in the past with Con. So this is like any other developments or any other inquiries that I've made with Con regarding applications on council.

Well, you must have told him at that point that you'd been having discussions with Philip Uy and Wensheng Liu about the purchase of the Landmark Square property, didn't you?--I did not tell him what my commercial agreement is with Landmark Square, sorry, with The One Capital Group. He was not aware of that. I never told him that.

THE COMMISSIONER: And was the reason why you never told him that because that would preclude him from voting on the project? Is that why you kept it from him?--Well, if I told him, he would have to declare interest, of course, and this is, and it's not fair on my clients generally, not only this one. If I have to tell Con about every agreement that I have that involves him, his vote or him making a decision on council, I would not have any work. My clients would say to me, they, that they would not come to use my service because the, people play politics on council and Con wasn't that well, you know, the, the most liked person on council. So unfortunately if others on council became aware that Con had any involvement with it, possibly they might vote against the application and that's not fair on my clients. So this is why I kept it separate, confidential.

It mightn't be fair on your client but it was very much, very much in your interest that he did vote. And the odd thing is that everyone else at that meeting – apart from, you say, your husband – knew about the agreement, correct?--Sorry, can you repeat the question, Commissioner.

You signed an agreement where you would get a significant amount of money if the development went ahead, correct?--Correct, yeah.

Everyone at that meeting at the Japanese restaurant – I withdraw that. Certainly Mr Uy knew, didn't he, that you had entered into this agreement? --Yeah, Mr Uy knew, yes.

Yeah. And was anyone else at the meeting aware of it?--No.

Very well.

MS HEGER: I was going to show you Exhibit 156, which is that email chain concerning the property at Hillcrest Avenue.---Yep.

And if you go to the last page of this item – sorry, the previous page, thank you – you will see the email chain start 4 November, 2015?---Yes.

Do you see that?---Yep.

And it refers to an error in the submission during the LEP exhibition period.
10 Do you see that?---Sorry, I'm looking at, which paragraph am I looking at?

Mr Logan, "Following from our short discussion last week, please accept our apology for the error in our submission during the LEP exhibition period." Do you see that?---Yeah.

And so is it your evidence that you were talking to Mr Dickson as early as May 2015 about this project?---May 2015. Sorry, November, oh, taking about May. I don't have a, a recollection of the timing that I was talking to Mr Dickson about. If, because that's, that's simply an email from Mr
20 Dickson's office to Rod, sorry, to, to Rod Logan. That's probably the trail of the email I'm guessing, if we go back to the top where the email was sent to me. At the top, sorry, the first page. Can I - - -

See the email from Kathleen McDowell on 23 March, 2016?---Yes.

Which is to Sydney Realty Online, and that's your email address?---Correct, yes.

And it's copied to Nigel Dickson.---Yes.
30

Do you see that?---Yeah.

Is it your evidence you were having dealings with Nigel Dickson as early as 29 May, 2015 about this development?---23 March, 2016, I do recall on that day I sent a message to Mr Dickson with my email address and it was two hours after that that Mr Dickson's office sent that email.

Yes. I understand that.---Yeah.

But I've asked you about Mr Dickson's evidence in his statement that he was contacted by you on 29 May, 2015. Do you recall that?---Yeah. Yes, I recall that, yeah.

And he says he was contacted on his mobile phone by you and received two SMS messages from you. Do you recall that?---Yes, I do.

And you said that that was about Hillcrest Avenue, Hurstville.---Yes, yeah.

10 And is that still your evidence?---Oh, yes, I think so, yeah, I think that could have been the timing. I'm not 100 per cent sure though. Because all, all I remember is, those phone calls I did not contact Mr Dickson in relation to Landmark Square. So the time that I would have contacted him, around that time, would be with regards to Hillcrest Avenue.

Have you conducted a search of your records for any correspondence regarding Hillcrest Avenue, South Hurstville for the purposes of this inquiry?---No, I didn't. I was trying to see if I had any communication with Mr Dickson. That's how I came about this email.

20

All right. And did you find any communications with Mr Dickson regarding Hillcrest Avenue as early as May 2015?---No, I didn't. I didn't conduct that search but I, I don't recall if I had any dealings with Mr Dickson around, from that time.

Well, you say you did conduct a search though for any communications with Mr Dickson. Is that right?---Yes, yeah.

30 And you didn't find any communications with Mr Dickson regarding Hillcrest Avenue dated May 2015. Is that right?---Yeah, I didn't. I didn't, no. That's the only one that I could find - - -

All right.--- - - - on my system, yeah.

So you didn't find any that predated even November 2015. Is that right? ---That's correct, yeah.

40 Could I take you back to volume 3.22, page 1, and that was Exhibit – sorry, I haven't tendered it yet, have I? Before I do that I'll just tender 3.22. That was the volume with the buyers' agency agreement. I'll tender that as Exhibit 196.

THE COMMISSIONER: Yeah, thank you.

#EXH-196 – VOLUME 3.22

MS HEGER: Now, Mrs Hindi, do you recognise these handwritten notes?
---That's my handwriting.

10

All right. And they were concerning the purchase of the Landmark Square property. Correct?---I don't recall if that's in relation to the Landmark Square. Could be with regards to anything, to any site.

Well, if we go over to the next page that's the address for Landmark Square, correct, or some of the properties within it?---Yes.

And it refers to amounts of \$36 million and \$37 million which is the amount recorded on the buyers' agency agreement. Correct?---Yeah, that's correct, yeah.

20

And it says at the top Friday, 18 July, 2014. Do you see that?---Yes.

And all of this is your handwriting. Correct?---Yeah, correct, yeah.

All right. So if we go back to the first page, and I can tell you both pages were found together in your records. Can you tell me now are these calculations you undertook to work out your, to work out the \$500, \$500,000 figure that was included in the buyers' agency agreement?

30

---I don't have a recollection of that handwritten note. It is my handwriting but I don't have a recollection if that's relating to the Landmark Square.

Well, it's obviously relating to Landmark Square, isn't it, because on the next page it's the address for Landmark Square properties. Correct?---But these are two separate notes. Can I have a look slowly at the second one again. This one is not dated so that could be for anything, for something else. So that's why I'm not 100 per cent sure. I don't recall that handwritten note.

40

Well, were you dealing with any other properties worth potentially \$36 million around this time in 2014 or ever?---Yes, I have dealt with sites. I

have dealt with sites that are worth around that sort of money but I don't obviously recall the timing.

And did they also concern an option arrangement?---Yes.

And did they also concern, well, you'll see there it says 2.5:1, 3:1 and 4:1. Do you see that?---I do see that, yes.

10 Did those other properties also concern an amendment to the floor space ratio for the site?---Possibly, yes. Because the big sites where we're talking, you know, in the millions of dollars there would normally be a, well, they would normally refer to height and FSR, so it could well be to any other sites. I don't have a, a clear recollection of what this note is about.

All right. Well, at the top, it says, "1.5 per cent \$500,000 commission at \$36 million." Do you see that?---Yes, I do.

20 And you've accepted the \$36 million is one of the figures that was in the buyers' agency agreement. Correct?---Correct. Yeah.

And the \$500,000 is what you were entitled to under the buyers' agency agreement. Correct?---Yes. Yeah.

And so are you seriously suggesting it's possible these notes related to something other than Landmark Square?---It's possible.

30 THE COMMISSIONER: It's not possible, is it, really? What property did it relate to if it wasn't Landmark Square?---There was a property that I was working on in Newcastle.

Well, there might have been but did that involve these exact same figures? ---I don't recall but we're talking, the, the one in Newcastle was in the sort of the 30 to \$40 million mark. This is why I'm a bit confused. So I don't have a recollection, that's what I said earlier, of that particular note, Commissioner.

No, but this involves a property worth \$36 million - - -?---Yeah.

40 - - - as is referred on the next page. Are you seriously suggesting that this doesn't relate to Landmark Square?---It could possibly relate to Landmark

Square but I can't say 100 per cent sure 'cause I'm not, I don't have clear recollection of that.

Can I just have a look at the second page again? And can we go back to the first page, please? Thank you.

MS HEGER: Can I show you in this same exhibit page 5? I can tell you this image was also found amongst your records but I can't tell what it is. Can you?---No way. How can I tell? No. It's not clear at all. What is that?

10

Well, it was found amongst your records and so I assume you'd have some understanding of what it depicts. Do you know?---No. I've no idea.

All right. Just bear with me one moment. All right. Commissioner, is now an appropriate time to take a lunch adjournment?

THE COMMISSIONER: Sure. Yeah. We'll adjourn till 2.00.

20 **LUNCHEON ADJOURNMENT**

[12.58pm]