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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE MEGAN LATHAM

PUBLIC HEARING

OPERATION GREER

Reference: Operation E14/0362

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON THURSDAY 16 JUNE 2016

AT 2.05PM

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

THE COMMISSIONER: Yes, just before we go any further Dr Docker, I think I might just ask Mr Johnson some questions in case there should be something that you wish to take up. Mr Johnson, do you recall that at some point the Administrator took you to a number of expenses that had been claimed and there was some point where you agreed to repay I think it was somewhere in the vicinity of \$13,000. Do you recall that?---Yes.

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The expenses that Mr Henry has taken you to has – in the course of today and on the previous occasion, am I right in thinking that none of those were the subject of any of the repayment claims to the Administrator?---Correct.

But you now acknowledge that all of these matters were not legitimately claimed by you?---I'm not quite sure how to answer that, Commissioner.

Well whether you say that it was an error or a mistake or something of that nature you now acknowledge that none of the matters that were put to you by Mr Henry come within your entitlement to a claim for expenses for work arising out of your CEO position?---No, I didn't say that.

20

Well that's what I'm trying to clarify. I thought you did. I thought you ultimately agreed with Mr Henry in each and every one of those cases that was put to you that it might have been an error that the expenses were either claimed twice or claimed for occasions when it was clearly not work related. I thought you agreed with him in the end about that?---I don't remember agreeing with Mr Henry about that, Commissioner.

Well do you – well all right, let me put the proposition then. I need to make sure that, that we are all on the same page. Of all of those matters that Mr Henry put to you where you agreed that they were incorrectly claimed twice or that the claims didn't relate to your work as the CEO of Gandangara, therefore you were not entitled to the reimbursement, do you, do you now acknowledge that those matters were incorrectly claimed?---It's a bit too general for me. I'd have to have a look at each one, Commissioner.

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All right. Yes, Mr Docker.

MR DOCKER: I just wanted to show Mr Johnson some documents. I've got a spare copy here for you, Commissioner. I've, I've given – this is a sub-set of some documents that I've given to Mr Henry, Commissioner, this morning. I was not able to give them to him any earlier because they were subject of an implied undertaking in my hands when we were last here in respect of the Supreme Court proceedings, but - now Mr Johnson the last time the Commission was sitting you were shown some documents which showed that GLALC had been making payments to Waawidji in the period between May 2010 and 7 February, 2011, do you recall that?---Yes.

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And your evidence was to the effect that you were not aware that that occurring. Now I'll just ask you to look at the bundle of documents that I've given you. I'm sorry, could Mr Johnson please be provided with volume 11 as well. Mr Johnson, before I take you to the bundle of documents I've given you, if you go to page 55 of volume 11, you can see there that that's a GLALC cash disbursements journal for the 2009/2010 financial year which shows payments to Waawidji?---Yes.

10 And you recall being taken to that, don't you?---Yes.

And in particular the last two entries there being 7 June, 2010 and 29 June, 2010, do you recall that?---Yes.

And that was in the context of your, sorry, the second, withdraw that. The two contracts that is the GLALC contract with you and the GMS contract with Waawidji commencing on 1 May, 2010, do you recall that?---Yes.

20 And you were also taken, if you turn to page 58, to another cash disbursements journal of GLALC this time for the next financial year and your attention was drawn to some of these payments, do you recall that?---Yes.

And then to page 57 which is a cash disbursements journal for GMS which shows the payments to Waawidji from GMS starting on 7 February, 2011, do you remember all of that?---Yes.

30 All right. Now the bundle of documents I've shown you would you agree that they are copies of invoices from Waawidji, well it's starting at 25 May, 2010, that's the first one?---Yes. I'm sorry, 29 April?

THE COMMISSIONER: No, my bundle starts with 26 May?---I've - - -

MR DOCKER: I might've given him the - - -?---I've got an invoice number 9-1.

Could I have the bundle back?---Sorry.

40 I may have made a mistake in putting it together, I apologise. Commissioner, your front page is the same as mine. I'm sorry about that? ---26 May?

Is the first one and if you look at that first one it is, it's addressed to Gandangara Development Services. Do you see that?---Yes.

And so is the second one, the one dated 25 June, 2010.---Yes.

And the third one is to GMS.---Yes.

Now, are you able to explain firstly, why Waawidji invoices were addressed to Gandangara Development Services?---In the first instance?

Yes.---I'm testing my memory here way back. Gandangara Development Services Pty Limited was the forerunner to GMS Limited. Now, I'm not sure whether GMS Limited was in place at that time.

10 Well, yeah, it was – I think you were shown a search which said that GMS was registered on or about 16 April, 2010. So just accepting that was correct - - -?---Yeah.

- - - and just dealing with the period of time before 16 April, 2010, was – does the answer you gave relate to that period – just gave regarding GDS relate to that period?---I would say so.

Yeah.---You know, that, that 2010 contract was the first time that Waawidji contracted to an entity so, in the contract.

20 Right. And so you accept don't you that by – that the new contract started on 1 May?---Yes.

And – or the new – the two new contracts?---Yes.

And one of those was GMS with Waawidji?---Yes.

Right. And so if you go to the third document which is 26 July, 2010. ---Yes.

30 You can see that the entity to whom the invoice is made out has changed to GMS.---Yes.

What's the explanation for that?---I'm not clear on that. Look, I always followed what was asked of me by finance so, yeah. I, I can't remember the details of why that occurred I'm sorry.

All right.---It may have had something to do with bank, I'm not sure. I'd only be guessing, Mr Docker, I'm sorry.

40 All right. And if you just go through these invoices here, the remainder of the invoices. You can see using the numbers at the bottom right-hand corner, would you agree with me that all of them except page 215 is addressed to GMS?---Yes.

And 215 doesn't seem to have an addressee at all.---No.

Do you have any explanation for that?---No.

But in terms of the addressee of GMS do you give the same answer you just gave that, that as the addressee you put down what finance told you to put down?---Yep. And that matches the contract.

Right. All right. Well that's all the questions done. Sorry, yes, there's another one. I do need to draw your attention to two, two others. If you go to 213 do you see how that one says Gandangara Management Services Limited care of GLALC and the care of GLALC is in handwriting?---Yes.

10 Is that your handwriting?---No.

And if you go to 214 you can see the same care of GLALC there?---Yep.

Is that your handwriting?---No.

All right. Commissioner, I ask that those documents be tendered, but if Counsel Assisting doesn't want to, I'd asked that they be marked.

20 MR HENRY: I don't have a problem with them, your Honour.

THE COMMISSIONER: No, all right. Well those, those documents will be Exhibit E, sorry, G26.

**#EXHIBIT G26 - WAAWIDJI PTY LTD TAX INVOICES TO GDS
AND GMS DATED 26 MAY 2010 TO 30 MARCH 2012**

30 MR DOCKER: As the Commissioner pleases, perhaps if they could be returned, oh, returned so that – I handed them to him but I don't need to ask him about them anymore. It's just the Commissioner's got one and he's got one. That's, that's exactly what was - - -

MR HENRY: Well perhaps if what Mr Johnson has compare the documents this afternoon.

THE COMMISSIONER: Yes, all right. We'll make those the exhibit.

40 MR DOCKER: Now if Mr Johnson could have volume 10, he doesn't need 11 anymore, please?---Thank you.

Have you got volume 10 in front of you?---Yes.

Could you turn to page 72?---Yes.

And you were asked some questions – sorry , firstly these are the minutes of the meeting of the Board on 15 November, 2010. Do you agree with that?
---Yes.

And you were asked some questions about the minutes of this meeting. Do you recall?---Yep.

And in particular if you turn to page 74 you were asked questions about motion 8 and the declaration you gave concerning Waawidji. Do you see that?---Yes.

10 And you were asked questions about this differing from prior declarations that you'd made in relation to Waawidji. Do you recall that?---Not really, but - - -

All right. Could you – you see there that in this motion – sorry, firstly you accept don't you that the motion reflects the declaration you gave?--- Yes.

And at the end of it, it refers to Waawidji not holding a role with the GLALC as a consultant?---Yes.

20 And what did you mean by that?---Well if I can take you back to the beginning. In 2007, the very first contract Waawidji was paid the equivalent to costs for provision of vehicle and other equipment, very similar to reimbursement expenses. And back then I wanted to ensure that the Board had a full understanding that payments to Waawidji were for reimbursement of costs, expenses rather than Waawidji acting as a consultant. Does that give you enough - - -

Well that's the background but this - - -?---Well - - -

30 - - - meeting is occurring on 15 November, 2010 which is after the two sets of contracts start on 1 May, 2010?---Sure. And Waawidji never did have a role as a consultant so I just kept the standard declaration going and made it clear that payments to Waawidji were as if it – well, it wasn't a consultant to GLALC as such.

All right. Now could Mr Johnson be provided with volume 41, please and volume 10 can be returned. And if you could just go to page 14, please. Now you've been asked some questions about the meeting in which this letter to Mr Lombe of 18 February, 2014, was signed by the members of the Board?---Yeah.

40 You agree with that. Now and the discussion that occurred at that meeting in relation to the expenses that had been questioned by Mr Lombe?---Yes.

And you gave some evidence this morning about the set-off between expenses for the truck and trailer and the hire of a prime mover?---Yes.

You recall that. Was that discussed, that issue discussed at this meeting?--- Yeah. It was discussed very briefly. I reminded those Board members that

were around in 2011 that it had come up then and that we had that strategy in place and there was some brief discussion to bring the newer Board members up to speed, I think from memory regarding using the truck and trailer.

And what about the offset or set-off arrangement?---Yes, that came up.

10 And can you recall the content of that discussion?---Not in detail. It got very heated between the Board. There was tensions right from the beginning of that Board meeting prior to the Board meeting and it got heated and I just let the Board do its thing.

20 And you referred to a discussion in 2011, was that at a Board level?---Yes, it was. And we used the example that had just, we'd just become aware of, of one of the very local primary schools where 23 Aboriginal children had we'd done eye testing, taken an optometrist into them and 11 of them required prescription glasses there and then. And it just showed us how far behind the eight ball we were in delivering services to Aboriginal people. We were even aware that service delivery to Aboriginal people was that chronic that there were children living in our LALC area who weren't going to school. They were under legal, they were primary school children and weren't attending school. So fundamental services at times were being missed out.

And back in 2011 was there a discussion about the set-off or offset?---It came up briefly and I think that's what – that may have been part of some of the heated discussion between the Board.

30 THE COMMISSIONER: I take it that the heated discussion revolved around the use of your horse trailer for purposes associated with your role as CEO?---I tend to think that the debates had their origins before the meeting, Commissioner, but - - -

Whatever the origin was I'm just - - -?---Well - - -

- - - asking you in the light of the previous answer that you gave - - -?---Yes.

40 - - - namely, that the offset of the registration for the horse trailer was a matter that incited some debate?---No, it wasn't.

Well, what were you referring to when you referred – when Mr Docker referred to the offset arrangement?---Well, that became part of the discussion but I think the tension existed from previous matters.

Well, they might have but can you just explain to me what you meant by a moment ago saying that the meeting became heated, that is, the meeting at which that letter was discussed, what was the focus of the debate?---The

meeting became more heated. I can't remember the details, Commissioner, but I got the impression that it wasn't necessarily about the letter.

So was it there was a heated discussion at this meeting where the letter was being discussed but it wasn't necessarily about the letter?---That's right.

What was it about?---I'm not sure. There were matters that some of the Board members brought to the table that I'm not aware of, Commissioner.

10 MR DOCKER: Just so - - -?---That tends to be life.

Just so that we're clear, the answers that you just gave are about the 2014 meeting. That's right?---Yeah.

What I'm asking you about is you referred to a meeting in 2011.---Oh, yeah, yeah.

20 And what I'm asking you is whether there was any discussion at that stage about the offset or set-off for costs of the truck and trailer against the – what it would cost to hire a prime mover?---I, I'm not sure, Mr Docker. It might have even been pre-emptive. Often when the Board wanted something done they would generally just give me the instruction and the delegation to go ahead and do something. I'm not sure whether we even knew about the detail of cost of hiring a prime mover and trailer at that stage.

Well, had it been discussed at Board level before the February, 2014 meeting, that is, the offset?---I don't think it had come up since 2011.

30 All right. Now, Mr Johnson, I was – you gave some evidence on the last occasion which was something to the effect that you considered it a moot point that there was an opportunity for Aboriginal people to access services and you were more concerned that Aboriginal people actually received services such as medical services. Do you remember that?---Yes.

And it was suggested to you this morning that hiring a minibus to transport children to medical and/or dental services was a solution to the problem. Do you recall that?---Yes.

40 And your answer was something to the effect that that may seem like a simplistic solution. Do you recall that?---Yes.

Are you – were you saying by that answer that you didn't think it was a solution?

THE COMMISSIONER: Or that it was a solution which was more simplistic in the circumstances?---I don't think it was a viable solution. It sounded to me more like a kettle of fingers, this will work. The harsh reality is it was really difficult for us to get permission to take services to

children in public schools. Very, very difficult and it took a lot of negotiation and a lot of work. It would have been even more difficult for us to somehow negotiate to pick the kids up from school, during school hours and transport them somewhere else, like the liability issues and I, I just don't, I wouldn't have liked to have run that argument. Running the argument of taking services to schools, we had (not transcribable) we were doing it. We got scaffolding upon our previous efforts and we were getting somewhere. To change that flippantly would have been very, very difficult.

10 MR DOCKER: All right. Now Mr Johnson, you were, if volume 41 could be returned and Exhibit G18 please provided to Mr Johnson?---Yep.

Now you were – if you just turn to page 421. Now this is the Exhibit to your affidavit in the Supreme Court proceedings. You understand that don't you Mr Johnson?---Yep.

And at page 421 is a copy of a letter that you signed on GMS and Gandangara letterhead to Mr Lombe dated 18 February, 2014. Do you see that?---Yep.

20

And you were asked some questions about this particular letter the last time the Commission sat. Do you recall that?---Yes.

Now – and in respect to one of those questions you gave some, some evidence about work being done to identify and gather information about the 271 schools. Could you describe what work was actually done in that regard?---First of all they had to identify all the (not transcribable) mainly initially it's starting with primary schools. All the public primary schools in our region, no small feat. Because that covered quite a large number of

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education department zones or regions, directorates, whatever they wish to call them.

Well just stopping you there Mr Johnson. How was that done?---Well they would have to first of all get a list of all the primary schools from the Education Department. Then we were after the Aboriginal enrolments in each school. And getting enrolment data from the Education Department was not always easy, but again we built a rapport with them and provided services and we told them what we were hoping we might be able to do. So we then identifying all the schools with Aboriginal children. We then

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looked at, I don't know how best to describe this, combining schools that were geographically close to each other into – and having a central school that possibly children could be brought to. Much easier transporting and getting permissions to transport children from a public school to a public school than from an environment outside the school. So we looked at whether it was feasible to have a central school that other schools could be transport the Aboriginal children to. That took a fair bit of work. We then had to look at whether truck access was available to that particular school and the best way we could do it, as identified by the Commissioner

previously, was to look at bus routes. We looked at bus routes, and then looked at who the streets via Google Earth. But that also was still only indicative. There comes a time when the only way you can know where a vehicle the size of a semi-trailer will get there was to take one there. And often the geographical restraints and the dynamic, parked cars, are a real concern when they're close to corners.

10 THE COMMISSIONER: Mr Johnson, I'm sorry, I don't want to interrupt. But Mr Docker, all of this was given previously by Mr Johnson in his evidence at pages 1386 and 1387 of the transcript.

MR DOCKER: He certainly got to that point but some of the information before that wasn't, Commissioner. I accept that he's now into repeating what he said before.

THE COMMISSIONER: Right.

20 MR DOCKER: Now Exhibit G18 could be returned and Mr Johnson could be given volume 12, please?---Yeah.

If you could turn to page 19?---Yes.

And this is a copy of an invoice from Waawidji to GMS dated 1 July, 2011, which you were asked questions about on the last occasion, do you recall that?---Yes.

And this is one of the invoices for the results bonus, you understand that, don't you?---Yes.

30 And you gave - you agreed in your evidence that the invoice was incorrect. Can you say in what respect it was incorrect?---Yeah. In my mind, well apart from the fact that I'm now fully conversant with the fact that it shouldn't have been issued until after the audit. Putting aside the wording, "reimbursement of expenses", I believe is a carryover from the wording that existed in these invoices from 2007 to 2010. So it was just a carryover. Because this was for contractual work done for development over a long period of time. So that in my mind the term reimbursement of expenses is incorrect. The date frame 2008 to 2011 would be correct. Developments do take a long time and that would've been the time frame that it took us
40 between start and completion of that development.

All right. Could Mr Johnson please be given volume 20 and volume 12 can be returned. And Mr Johnson could you turn to page 250?---Yes.

And this is what's been referred to as the representation letter. You understand that?---Yes.

And you gave evidence on the last occasion that you didn't agree with or don't agree with the table on the first page and what the bonus was based on in the second page. Do you recall that?---Yes.

You also said that if all other things had stopped I would have had ample time to do something about it. Do you recall giving that evidence or evidence to that effect?---I think so, yes.

10 What did you mean by that?---Well, the history – when this eventually was signed the AGM I believe had to be held statutorily prior to – I'm testing my memory – 1 November each year. We weren't going to make that because of the audit and we wrote to NSWALC and sought an extension and they gave us an extension to a date sometime in December. We ended up having the AGM the day before that extension expired. It was held at the TAFE. The members were gathered in the main auditorium. This letter was still unsigned at that time and there was – the tensions not to sign the letter had grown steadily and the Chair ended up calling the Board to a classroom across the hallway and I went in there with the Board and the Chair was very clear that she didn't want to sign this letter at all. She didn't believe it was an accurate representation and she was adamant that she didn't want to sign it and many of the Board were of the same mindset. I ran a very simple counterargument saying that I also believed the letter was inaccurate, a misrepresentation and we were being forced to sign it. However, if we didn't sign it we wouldn't get the audit and we would be in breach of the Act the following day. So signing it in my mind, and I can only speak for myself here because there were many against me, signing it in my mind was the better of two evils at that point in time.

30 And was it signed during that meeting?---Yes, it was and it was handed to the auditor Clayton Hickey and his associate because they refused to sign off on the management letter until they had this signed. I don't know why this was so important to them. I have my theories but I have not valid reason why they were prepared to cause us to go into breach to get this signed but they were. There was no doubt about that.

All right. Now, Mr Johnson, the last thing is I just want to – this question is about the Hazelbrook development which – in respect of which Waawidji had a contract with Deerubbin Land Council.---Yes.

40 You understand what I'm talking about?---Yeah.

All right. And it's true isn't it that David Wing or his company Dixon Capital carried out work in respect of that development?---Yes, they did. Now, can you recall whether David Wing or Dixon Capital was engaged directly by Deerubbin Land Council by Waawidji or by you?---Dixon Capital refused to enter an agreement directly with Deerubbin. David Wing had no faith in their CEO and the only way we could get them to lead the

development process and they were absolutely essential to lead the process was for them – for David to be guaranteed payment by Waawidji.

So do I take it from that answer that it was Waawidji that engaged - - -?---
Yes, it was.

- - - David Wing and Dixon?---Yeah, sorry about that.

They're my questions, Commissioner. Thank you.

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THE COMMISSIONER: Yes. Yes, Mr Mack.

MR MACK: Commissioner, I just have one set of questions arising. Something that's fallen during Mr Docker's re-examination. Mr Johnson, my name is Mr Mack, I represent the Registrar of the Aboriginal Land Rights Act. You recall earlier giving some evidence in relation to sitting fees. And your evidence was that you understood that Board members were not entitled to sitting fees, do you recall giving that evidence?---Yes.

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Yes, all right. Can I just indulge the people on the computers to bring up section 52 of the Aboriginal Land Rights Act onto the screen. I just want to take you to a section of the Land Rights Act, Mr Johnson and see if you're familiar with it and then show you a document and then ask you a few questions, that's where I'm going. Section 52D. It's up on the screen as well and I understand you've been handed a copy. Are you familiar with this section, Mr Johnson?---(No Audible Reply).

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In particular are you familiar with subsection 2 of 52D, that is "Nothing in this section prevents the provision of a benefit in good faith to a Council member, Board member, member of staff in accordance with this Act"?---
Yes.

"Or the payment in good faith of remuneration to any such member or Board member, member of staff or consultant, are you familiar with that"?
---Yeah.

40

Can I also show you this document as well. This is a fact sheet that's prepared by the New South Wales Aboriginal Land Council. I'll just take you through this document. It says, you'll see on the right hand, there's two columns on the front page. On the right-hand side it says "Sitting fees or remuneration", do you see that?---Yeah.

And then it makes reference to section 52D and it says "The ALRA prohibits the transfer of income or assets to Board members but allows for the payment in good faith of remuneration to Board members"?---Yeah.

And then dropping down. "In order to ensure that any payments to Board members are made in good faith it is recommended that the members of

LALC distinct from the Board members of the LALC should approve a payment of any allowances or sitting fees to the Board members and this avoid the conflict of interest that would arise if the Board members of the LALC approve payments to Board members", you see that?---Ah hmm, yes.

And then there's a recommendation there from New South Wales Aboriginal Land Council and then the final two subheadings are "How much can be paid to LALC Board members as a sitting fee", and then the final subheading is "How can a LALC develop a policy for payments to LALC Board members", do you see that?---Yes.

And then there's details there for the Registrar, you see that and an email address?---Yes.

So have you ever seen this document before?---No.

All right?---What's the date of it, Mr Mack?

There's no date on it, Mr Johnson. I just wondering if you'd seen it before. But I now want to return to the evidence you gave before that. My client, the Registrar advised you that no sitting fees were payable to Board members, do you recall giving that evidence?---Yes.

Is it possible that you were mistaken about the Registrar saying that to you?--He didn't say it to me. I believe he said it to the Board and I was at that meeting.

All right. That's not true, is it, Mr Johnson, he didn't say that Board members aren't entitled to sitting fees at all, did he?---That was how I perceived it.

THE COMMISSIONER: Well it's not a question of perception, Mr Johnson. In reality he either said it or he didn't. What's being put to you is that it's not true - - -?---I'm not sure if those are the exact words, Commissioner.

Well, was there a meeting at which the Registrar conveyed to the Board including yourself that Board members were not entitled to any payment for carrying out their duties?---I never said that. There was never a doubt about travelling expenses. My point was about sitting fees and I was - - -

Yes, well, all right then. Was there ever a meeting at which the Registrar said whilst you were in attendance that Board members were not entitled to being paid for sitting as a Board member?---I believe so.

MR MACK: And you were present in court when various Board members said that they were never paid sitting fees weren't you?---Correct.

And you never, you never asked questions of the Registrar in relation to sitting fees did you?---At just about - - -

Answer my question. Did your Council ever ask questions in relation to sitting fees of the Registrar?---I believe when he attended a Board meeting they raised it with him.

10 All right. That's not the answer to my question. They were the questions I have. Thank you, Commissioner. If it's okay with the Counsel Assisting I'd like to tender that document.

THE COMMISSIONER: Fact sheet?

MR MACK: Yes, the fact sheet.

THE COMMISSIONER: Exhibit G27.

20 **#EXHIBIT G27 - NSWALC FACT SHEET – PAYMENTS TO LALC BOARD MEMBERS**

THE COMMISSIONER: Anything arising, Mr Henry?

MR HENRY: No, thank you.

THE COMMISSIONER: Yes, thank you, Mr Johnson, you can step down.

30 **THE WITNESS EXCUSED** **[2.56pm]**

THE COMMISSIONER: Yes, Mr Henry, I think it's just a question of timetable for submissions.

MR HENRY: Yes. So the evidence is complete. Mr Fitzpatrick and I discussed for ourselves how long we think we would need and we would ask to have five weeks till 22 July.

40 THE COMMISSIONER: Yes. And then if Counsel Assisting are given five weeks then is it reasonable to expect replies to be filed and served three weeks after that date? Does anyone want to be heard in relation to that?

MR DOCKER: Commissioner, can I please make an inquiry. I understand obviously that the Counsel Assisting are going to go first, is it the – is what's being envisaged that submissions on behalf of Mr Johnson go at the same time as submissions on behalf of all the other witnesses and - - -

THE COMMISSIONER: Yes, that's – yes.

MR DOCKER: Because - - -

10 THE COMMISSIONER: I mean the practice is that the submissions in reply to Counsels Assisting Commissions are all filed and served at a certain time. If there are any matters that are raised in the submissions of other parties to which you wish to respond you can seek a further date by which to do that and then any further responses by way of Counsel Assisting's response to those submissions would take place thereafter.

MR DOCKER: Right. Okay. Thank you. And do I seek that date now or do I wait until the submissions come in?

THE COMMISSIONER: I think it might be wise to wait until the submissions come in because it may be that there's nothing that you wish to respond and it may be that you - - -

20 MR DOCKER: Sure.

THE COMMISSIONER: - - - do wish to so you can negotiate that response with the Commission's legal representative, Mr Collins. Through Mr Collins.

MR DOCKER: Thank you, Commissioner. I have nothing to say about the three weeks.

30 THE COMMISSIONER: 11 August, is that three weeks? From 22 July.

MR HENRY: Three weeks is the – from 22 July is 12 August if that assists.

THE COMMISSIONER: 12 August. Thank you.

MR DOCKER: Could I just ask, Commissioner, if I could – experience tells me that sometimes the weekend helps finishing something off so could we have until 15 August for the - - -

40 THE COMMISSIONER: Yes, all right. All right. Well, submissions from Counsel Assisting to be filed and served on or before 22 July and then responses to those submissions from all parties to be filed and served on or before 15 August, 2016 and then thereafter I think the parties can set a timetable in consultation with Mr Collins.

MR DOCKER: Thank you.

THE COMMISSIONER: Anything else at this stage?

MR HENRY: Not for my part. Thank you.

THE COMMISSIONER: Yes. Thank you to Counsel for their assistance and I'll adjourn. Thank you.

**AT 3.00PM THE MATTER WAS ADJOURNED ACCORDINGLY
[3.00PM]**

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