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HEARING

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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE PETER HALL QC  
CHIEF COMMISSIONER

PUBLIC HEARING

OPERATION SKYLINE

Reference: Operation E17/0549

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON FRIDAY 6 APRIL, 2018

AT 9.45AM

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

THE COMMISSIONER: Yes, Mr Chen.

MR CHEN: Commissioner, there were a couple of housekeeping matters that I wish to raise. The first is, Commissioner, there may, it may be the position of some parties, it is certainly the position of myself and my learned junior that there are some transcript corrections of a substantive kind that would be required to be dealt with at a convenient time. Commissioner, I was proposing, subject of course to the Commission directing otherwise, that any party that has any proposed transcript corrections prepare a  
10 schedule of those corrections and provide a copy of that to Mr Broad by 10.00am on Monday morning or such further time as you may direct with such proposed corrections identifying the page number, the line number, the suggested error and the suggested correction.

THE COMMISSIONER: Yes, well, I agree. There should be an opportunity for anyone to raise any matters concerning transcript corrections. Accordingly I do make a direction in line with what you have stated. So any schedule of corrections should be provided to the staff of the  
20 Commission by 10 o'clock next Monday.

MR CHEN: Thank you, Commissioner. The second matter was through the course of the cross-examination of Mr Zong by Mr Petroulias yesterday he called for production of a number of cheques. Commissioner, it should be recorded simply that those cheques were, during the course of the afternoon and during the course of Mr Petroulias's cross-examination of Mr Zong, produced to him. That was simply a matter I wish the record to - - -

THE COMMISSIONER: Been produced to Mr Petroulias?

30 MR CHEN: Petroulias, yes, Commissioner.

THE COMMISSIONER: Right. Thank you.

MR CHEN: Commissioner, the third matter I wish to raise is, yesterday Mr Petroulias and Ms Nolan cross-examined Mr Zong on the deed of acknowledgement and guarantee that was contained within material produced to the Commission by Ms Bakis. I did indicate to you, Commissioner, yesterday that I would seek to identify the page number of where that document came from and was located and it is folder D, page  
40 205.

THE COMMISSIONER: Very good. Thank you.

MR CHEN: Those were the matters, Commissioner, thank you.

THE COMMISSIONER: Yes. Very well. Yes, Mr Zong. I'll have Mr Zong reaffirmed, thank you.

<TONY ZONG (AKA SHUXIN ZONG), affirmed.

[9.56am]

10 THE COMMISSIONER: Take a seat, Mr Zong. In respect of the further evidence of Mr Zong I make a declaration under section 38 of the Independent Commission Against Corruption Act that all answers given by him, any documents or things produced in the course of his evidence are to be regarded as having been given or produced on objection. Accordingly there is no need for Mr Zong to make objection in respect of any particular answer given or document or thing produced.

20 **IN RESPECT OF THE FURTHER EVIDENCE OF MR ZONG I MAKE A DECLARATION UNDER SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT THAT ALL ANSWERS GIVEN BY HIM, ANY DOCUMENTS OR THINGS PRODUCED IN THE COURSE OF HIS EVIDENCE ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION. ACCORDINGLY THERE IS NO NEED FOR MR ZONG TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER GIVEN OR DOCUMENT OR THING PRODUCED.**

THE COMMISSIONER: Now, Mr Petroulias.

30 MR PETROULIAS: Yes. Mr Zong, where we left it yesterday you were shown a trust account statement for the \$2,000 to Richard Green and Mr Broad had just identified it to put in front of you. Mr Broad, if you could show him. Mr Broad (not transcribable) found the original. And whilst that's going on, whilst that's going on, just to be clear, did Keith, I or anyone ask, tell you that if you pay Richard your deal would be approved or anything like that?---No, I was, just was asked to do the donation for the 2,000 to the rugby league.

Okay.---Nothing else.

40 Had nothing to do with his duties as an Awabakal officer?---He didn't talk about anything else.

Okay, okay. Can I ask you, who is Lorenz Pty Limited, Lorentz Pty Limited?---Lorentz, Lorentz?

Lorentz Pty Limited.---Lorentz is Dandan's company.

Okay. You agree that she had written a bank cheque for \$200,000 to Knightsbridge on 23 October, 2015?---Yes.

Okay. If she had of course, and you agree that she had, then how does that, isn't that inconsistent with you presenting what you say is a \$400,000 cheque to Awabakal?---No, the first, the first day I bring the bank cheque is 400,000.

But that's the same day, 23<sup>rd</sup> of October, when you came to Newcastle. You said you came with the \$400,000 bank cheque.---Yes.

10 And then you broke it. But somehow the money came from Ms Dandan.  
---No, no, no. This is later. Later we pay you the balance, is Dandan pay some balance.

The original, the original \$400,000 you said came from you.---Yes.

But it didn't, did it?---Yes.

20 No, because the bank cheque you presented from the Commonwealth Bank was from Ms Lorentz to Knightsbridge North Lawyers.---This not the 400,000. The first, the 23<sup>rd</sup> 400 - - -

Yes, but Mr, Mr, Mr Zong - - -

THE COMMISSIONER: Mr Petroulias, let him finish.

THE WITNESS: Yeah, the first, 23 October, the 400,000 is, is from St George Bank, not Commonwealth Bank.

30 MR PETROULIAS: It isn't, Mr Zong. Mr Zong, you, you've, the St George Bank, like, if we can, one thing at a time, it reminds you that the St George Bank bank cheque is \$200,000 in favour of Gows Heat?---Yes.

Not 400,000?---You can check, check this from the bank receipt.

Well, of course we have. I have it here if we need to produce it. So do you dispute it?---Yes, I, because I, I, from the coffee shop I went to the bank, to the St George Bank. I only can do the St George Bank.

Okay. So you redeposited the 400?---I give back the 400,000.

40 Yeah, and then, and then - - -?---And (not transcribable) 200,000.

And then you asked them to write a cheque for 200 from the 400.---Yes.

And then you got a 200 from Ms Lorentz and you didn't get it from the 400 you just deposited?---No. No, no, no, no. No, is wrong. Is - - -

Well, which is it? You had the 400. You go to the St George. You deposit the 400 and you say to them give me two cheques for 200, 200.---I went

there. I said I have to split this one bank cheque to two. I give back the 400,000 and I get two 200. One for Gow. One for Awabakal Council.

Yes, but that's my point. The one for Awabakal Council that you say is in fact not to Awabakal Council, it's to Knightsbridge. But it's from the Commonwealth Bank and it's from Ms Lorentz's account.---Check your, your original document.

10 Certainly. We will do that in a second. How did we go with the other matter? Yeah, could, Mr Zong, can you be shown trust account authorisation?---Sorry, this is 2,000, \$2,000 cheque.

Yeah, that was, we picked up yesterday. Now, do you remember signing that? You said you didn't remember it.---I don't, no. This is not, not mine. I didn't sign for this.

That's not your signature there?---It looks, looks like my signature but I didn't sign this.

20 That's not original?---I don't know this original, no.

Well, can you see it's written in blue pen?---I can see the blue pen but I didn't sign this, this, this paper.

You didn't sign that, you're saying now?---I was - - -

THE COMMISSIONER: He's said that three times I think now.

30 MR PETROULIAS: Okay. That's, that's perfect. And what did you say? What authorisation did you give to Ms Bakis?---(not transcribable) just talking about a 400,000 or 2,000?

No, no, no, no, no. Sorry, we moved on because we were waiting for that document. Okay. Now go back to that document. You said you authorised a payment to the, the sporting club, the sponsorship, right?---Yes.

40 What authorisation did you give? Because you understand it's coming from the solicitor's trust account. What authorisation did you give, because you understand it's coming from the solicitor's trust account. What written authorisation did you give for that \$2,000 if it wasn't that one?---No, I only talk with Keith or you. I said I, I agree to release 2,000. I didn't sign any paper.

You understand that that's not acceptable to a solicitor's trust account?

MR CHEN: I object.

THE COMMISSIONER: Yes, yes.

MR PETROULIAS: Do you understand that when you give instructions to a solicitor to release trust account, it has to be in writing and with your signature?

MR CHEN: I object, Commissioner.

MR BALAFOUTIS: I object.

10 MR PETROULIAS: No, it's whether he understands that or not.---How, this, yeah, now I ask you a question. How come you, without my signature, why can you release the 2,000?

Exactly. It needs your signature, doesn't it?---I never sign any paper about 2,000.

You never signed it?---Never.

So you're saying that that money was stolen?

20

MR CHEN: I object, Commissioner.

THE COMMISSIONER: No, I reject that.

MR PETROULIAS: Okay. Now, if we go to – if we can pull up, it's page 29 of the cheques, Mr Broad. How to provide a copy, I don't know which, which brief it's come from.

30 MR CHEN: Could that folder be returned, Commissioner, and I'll just identify the page number that the cross-examination - - -

THE COMMISSIONER: Yes, yes, thank you, if you would do that.

MR CHEN: So, Commissioner, that was page 142 of volume A of the material produced to the Commission by Ms Bakis.

THE COMMISSIONER: Yes, thank you. Yes.

40 MR PETROULIAS: Okay. Lorentz Pty Ltd. Do you see that cheque, Mr Zong? Do you see that cheque, Mr Zong?---Yeah, this is the one we pay. In the afternoon we come back. We pay this (not transcribable).

Okay. Do you see 23 October, 2015, that same day, right, you agree with that?---Yes, yeah.

You said, you said - - -?---Yes.

You say it's the afternoon now. Okay. Let's not quibble. What time about?---I, I not recall the time.

Okay. But you do understand this came from Lorentz Pty Limited?---No, this is different because we, we only, we need to pay you another 412 after that.

10 Yeah, we're not talking about that. We're talking about this one on the 23<sup>rd</sup>.---23<sup>rd</sup>. In the morning I went to the St George Bank. I gave you the two bank cheque.

Okay. We've already established you say, and I disagree with you entirely, you say you had a \$400,000 bank cheque from St George.---Yes.

And then you came and I said to you it's not acceptable and you went back to St George and you redeposited the 400 and asked them to produce two cheques for 200.---Yes.

20 Okay. One for Knightsbridge apparently.---Yes.

And one for Gows Heat.---Gows, yes.

Okay. The one from Knightsbridge is not from St George it's from another bank account of another entity from the Commonwealth Bank.---This one we can check from St George record.

30 THE COMMISSIONER: Mr Petroulias, isn't the best way of dealing with this is simply to get the bank records and they will speak for themselves. That will be the best evidence won't it?

MR PETROULIAS: Yeah. Well, yes, but we don't get to cross-examine any. Okay. So what do you think happened to this then 200,000? So you gave, you're saying that on your evidence there's two St George cheques for 400 and then this one for, and this one for 200 as well?---No. Because we, we should pay more for Land Council but I only bring 400. We, and had to split it to 200 for you and 200 for council because we need to pay the balance.

40 Okay. Let's accept that's true. What about this 200? That's another 200. That makes 600. Is that what you're saying now?---No. Because 200 is to Gow. It's not to council.

Okay. So you then said that you deposited for the benefit of Awabakal a 200,000 or at least to Knightsbridge, it doesn't say Awabakal, 200,000 and 200,000?---200 for Gow, 200 for Knightsbridge.

Okay. But what about this one, was this deposited as well?---Yeah. We need to pay you a bit more.

Okay. Did this one for 200,000 get deposited as well?---I have to double-check. I'm not, not, not, I have to double-check all this but - - -

Okay. If - - -?--- - - - you got, you got all the record how much we have paid to Knightsbridge.

Of course we do. That's why I'm saying to you you're lying.

10 THE COMMISSIONER: Mr Petroulias, you may ask questions but you're not permitted to make statements accusing people of being liars.

MR PETROULIAS: Okay. So you're saying that that 200,000 was never banked or never existed or what is your position with respect to this 200,000, did you provide that to me or anybody at all?---Now, sir, maybe this (not transcribable) 200 for, from this Lorentz, but this, the first day I did bring the 400,000 and I split two.

20 Okay. So now you accept that it's 200 from Ms Lorentz and 200 from you?---No, no. The first day is all, is from St George. The two bank cheques are from St George.

Okay. We'll leave that alone. Okay. Can I now take you to, you brought proceedings, so I understand, you brought proceedings against Gows, my company, and against Knightsbridge didn't you, brought proceedings in the Supreme Court?---Yes.

30 Okay. Can I, can that be brought up, Mr Broad. Can I take you to paragraph 29 of that affidavit which is page 11, the statement of claim which is page 11. Do you want a moment to read that, Mr Zong, paragraph 29?---Yes.

Yes. And just so you get a full picture, the next, the next page on paragraph 31 to 34.---Yes.

40 Now, so you do appreciate that there's nothing in that, nothing in that claim that says anything about a meeting with Ms Bakis or that Ms Bakis made a representation that she'd get you the dealing certificate or in fact that I got you, that I ever made a representation to you about a dealing certificate.

MR CHEN: I object, Commissioner. A statement of claim has certain requirements pursuant to the rules and secondly, the document says what it says. I don't know whether these matters would ever be required, going back to the first one, Commissioner, to be contained within a statement of claim of this kind.

MR PETROULIAS: Sorry, we have two - - -

THE COMMISSIONER: I think the point is, isn't it, that Mr Petroulias wants to examine the witness on the question as to whether there are any statements of fact in the statement of claim contrary to his evidence here.

MR CHEN: I accept - - -

THE COMMISSIONER: But in order to deal with that he would need to read the whole of the statement of claim, I would have thought, so he can answer the question.

10

MR PETROULIAS: No, just - - -

THE COMMISSIONER: So, Mr Petroulias, it just seems to me I'm not going to stop you from - - -

MR PETROULIAS: Yes.

20

THE COMMISSIONER: - - - asking questions on this paragraph of the statement of claim, but the difficulty is if you're asking to accept or not that there's particular references to facts in the statement of claim, in fairness to the witness he'd need to read it to be able to answer the question, so that will take some time I would think. Is there another way of approaching it?

MR PETROULIAS: Well, let's go the other way. Can, can, can I take him to page, there's a verifying affidavit at the back on page 21. Mr Zong, is that your signature?---Yes.

Are you sure?---Yes.

30

This one you remember signing?---Yes.

Okay. Does it say, "I believe the allegations of fact in the statement of claim are true?"---Yes.

So you are swearing to a Supreme Court of this state that what you've said in here about facts is true?---Yes.

40

Okay. So then when I go back to you and I say, you have, the first time that you found out about a dealing certificate, it says here, is January 2016.

MR CHEN: Well, Commissioner, I do object. If that paragraph could be brought up in the statement of claim, it's 29 or 34. It makes a legal distinction, Commissioner, between dealing certificate and registration certificate, which has a - - -

THE COMMISSIONER: Just let's get it back up.

MR CHEN: So, Commissioner, you'll see at 29 it's talking about a registration approval certificate - - -

THE COMMISSIONER: Yes.

MR CHEN: - - - from the Land Council and the statement of claim proceeds along in that way by defining it as you would see at the end of paragraph 29, in that way. That's a different document or a different certificate under section 41 of the Aboriginal Land Rights Act.

10

THE COMMISSIONER: So you say there's two separate instruments, one's in approvals certification, that's under section 41 - - -

MR PETROULIAS: Yeah, the difference - - -

THE COMMISSIONER: And what's the dealing certificate?

MR CHEN: It's - - -

20 MR PETROULIAS: It's the one you - this - - -

THE COMMISSIONER: Mr Petroulias, I can't talk to two people at the one time. Would you mind sitting down, please.

MR PETROULIAS: Sorry, I'm just trying to help.

MR CHEN: It's a certificate under section 41(1) of the Act.

30 THE COMMISSIONER: Yes, that deals with approvals and certification?

MR CHEN: Correct, in very general terms, that's so, but they're legally distinct things. So this pleading is referring to the second of those, a registration or a registration approval certificate, and the evidence of the witness yesterday was about the former, not the latter.

MR PETROULIAS: Okay, let's go this way - - -

THE COMMISSIONER: So - - -

40 MR PETROULIAS: Mr Zong, do you remember paying a community levy for the, having obtained an approval certificate from the New South Wales Land Council, did you, a dealing certificate, did you pay a community levy which is the equivalent of stamp duty, for the purposes of expecting a registration certificate?---At that time it is our town planner start working, they ask we need this approve.

So did you - - -?---And then we ask this (not transcribable) to start, to keep continue our planning.

So you – let me understand this. You obtained an approval certificate, a dealing certificate, and then you paid the community levy and you're expecting a registration certificate.---I don't know exactly this. This matter not, my town planner deal, deal with this matter.

10 Okay. So are these meetings and these representations that you say that I made or Ms Bakis made – in fact, first point. These are representations that I made, it says here. Whether dealing certificate, approval certificate or whatever, they're representations that are made by me, not by Ms Bakis. Are we clear on that?---Sorry, what that?

In these paragraphs, and if you need time to read them I'm very happy that -  
- -

THE COMMISSIONER: Which paragraphs are you now talking about?

MR PETROULIAS: The ones I've taken you to. Paragraph - - -

20 THE COMMISSIONER: No, which ones? Just specify.

MR PETROULIAS: 29.

THE COMMISSIONER: Which one? 29.

MR PETROULIAS: 29 to 34.

THE COMMISSIONER: Now - - -

30 MR PETROULIAS: And then 37.

THE COMMISSIONER: Do you mind just reading those paragraphs? 29 to 34 and 37.

MR PETROULIAS: Do you want to take the time to read it, Mr - - -?  
---Yeah, this one is Matt do a deal with, talk with you and Knightsbridge. We, you can, you, there is a lot email about, about this one. Then we, we (not transcribable) the meeting in your office.

40 Yeah.---This is where they come from.

Just so we're clear. You're saying there are other, that the evidence that you and Mr Fisk gave to this Commission is relating to other representations that just happen to coincide with this time frame?

THE COMMISSIONER: I object to that question. You're referring to the other evidence of Mr Fisk without - - -

MR PETROULIAS: Okay. So your evidence today – I agree, Commissioner – your evidence, your evidence yesterday to the effect that I gave you representations about a dealing certificate or Ms Bakis gave you representations about a dealing certificate, are they separate from these ones? Are these different?---I don't, I don't know. This is Matt and the town planner deal with this, all the certificate.

Mr Zong, let's be entirely clear. You are giving evidence that has criminal implications. Please take it seriously. Is this - - -

10

THE COMMISSIONER: Mr Petroulias, you're not to lecture a witness. Now, would you start again? Just formulate your question, please.

MR PETROULIAS: Mr Zong, are these representations the representations that you, that you, that have been made to you and/or Mr Fisk and/or Sunshine by either Ms Bakis or myself? Or are there more than just these? ---Sorry, what that?

Okay. These representations that you have sworn an affidavit to the Supreme Court, are these all the representations that you say have been made to you or Mr Fisk or Sunshine by either Ms Bakis or myself?---No, this is about us.

So this is everything?---This, this, this is about us. Not, this not, not by you. This is the, the, the, the writing is about us.

Okay. Can, can I take you to paragraph 44? Do you see at the bottom it says particulars? "The conduct had," in yellow, "The conduct had a tendency to cause plaintiffs," such as yourself, "to believe that Awabakal would be able to transfer." So what you're saying here, dealing certificate, about dealing certificates, what, what you're saying is that you think all the things that you've listed above made you believe something?---Yeah, I think it is because before you said this, all the land belong to the Land Council, Aboriginal Land Council.

Let's be clear.---This, this when we sign the, the first land without the, the, the plan.

Sorry, I don't understand what you're saying (not transcribable).---What's this, what's, what's your question, really?

The question is this does not say anywhere, and in fact what it says is that there were no, there were no representations to you by either me or Ms Bakis about a land dealing certificate, but that you believed that there should have been, that that's what – in all the facts that you list here, that is what the conduct causes you to believe.---Yeah, because you always tell, tell us a hundred per cent this is guaranteed.

Yeah, but you don't say that, do you? You've never said that in any document before, before today.---This during the meeting that when we negotiate, you and Mark and our lawyer.

Yeah, but you don't, but - - -?---You also said no problem, no problem. This, there's six people in the meeting room. You said no problem, no problem.

10 Okay. Fine. You've, but that's what you say now. But you never said that before today and you did not say it in the Supreme Court case. In fact you said the opposite.---Sorry, I, I, I not understand this question.

Yes, I'm sure you don't. Okay, can we, can we go to paragraph 54. Now, paragraph 54, let's have a look. Okay. You, 54, 3<sup>rd</sup> December you released payment to Gows. No problem there, right?---Yes.

20 But you were shown by Ms Nolan that actual, that actual instruction and you're not accepting that it's your signature.---No, it's a different, different sign. I don't know where, where this, I, I did. I did agree. I, I ask, you, I sign the paper release the 400. But this I remember I was, paper I will show is 712 cross and change to 400.

Okay.---So the paper I sign, you give it to me, it's 400 is not cross.

Okay. Can we go to paragraph 66?

30 THE COMMISSIONER: Mr Petroulias, just before you go to the next paragraph in the statement of claim, you've been proceeding this morning approaching half an hour. I do have another witness, as you're aware, who's travelled from Newcastle - - -

MR PETROULIAS: There's not many questions.

THE COMMISSIONER: - - - twice now, or three times, to give evidence. I must take his evidence today.

MR PETROULIAS: Okay. Not many questions.

40 THE COMMISSIONER: Is there any other matter you want to put to this witness, however, before we stand Mr Zong down?

MR PETROULIAS: Only two or three questions. There's not many more.

THE COMMISSIONER: All right. Well, you proceed and deal with those two or three questions.

MR PETROULIAS: Okay. Yeah. Okay.

THE COMMISSIONER: And then we'll see where we go from there.

MR PETROULIAS: Paragraph 66. "Authorise release of 200,000 to Awabakal." You see that there?---Yes.

10 So the same money goes to Gows and goes to Awabakal, and both people are supposed to be happy with that, is that correct?---No, this because you made (not transcribable) this we have been argue so many time. I said I, I, I can release it. I want to release it to Awabakal. This at the beginning. You, you remember how, how many time we argue with this. I said I want to release to Awabakal, not to you.

Agree that 400 plus 400 is 800? And you never had 800 in the bank account.---No, 400 is 400.

All right. Let's move on. Now, you had an opportunity to clarify this because there was a request for further and better particulars. And it's just one - well, hold on, let's just keep that document - - -

20

**BREAK IN RECORDING** [10.24am]

**RECORDING RESUMED** [10.35am]

THE COMMISSIONER: Yes, Mr Petroulias.

30 MR PETROULIAS: Yes. Commissioner, I think I was favourably reminded to put to you that there were submissions made this morning by me and that I should hand up a copy.

THE COMMISSIONER: Yes, very well. Well, look, I might deal with that now. We have got a copy of the application. In any event, hand up that document. Mr Petroulias, you've handed copies of three documents, one entitled Application for a Notice/Summons for Production to Tony Zong, the second is a document entitled Basis for Cross-Examination of Mr Zong and Further Applications, and there's a third bundle which just seems to be copies of emails and other documents. Now, Mr Petroulias - - -

40

MR PETROULIAS: All I have is two questions.

THE COMMISSIONER: - - - what I want to do is consider your application. I've only received a copy of your application and the documents setting out the basis for further cross-examination this morning. I haven't had the opportunity or time to read them. I propose to read them. I'll consider them and make a decision as soon as possible. In the event that I do decide that leave in some form should be granted to you to further

cross-examine Mr Zong, then the terms of any such leave will need to be determined and furthermore, any further cross-examination of Mr Zong will need to take place next week if I grant leave. As this application has only just been lodged this morning, there's no alternative but to defer it until I have time to read the documents and make a decision about it. I think in those circumstances unless there's anything else you want to put to Mr Zong this morning - - -

10 MR PETROULIAS: Two quick questions.

THE COMMISSIONER: - - - then we'll adjourn.

MR PETROULIAS: Yeah, two quick questions and then it will finish.

THE COMMISSIONER: Yes, all right.

MR PETROULIAS: We're now looking at paragraph 13(a). Now, Mr Zong, you see how you say here that the agreement to purchase the Awabakal's land and the Gows stuff was all done in principle with yourself and Mr Rhee and Mr Sayed or Say and it was on 2 October, 2015?  
20 ---Yes.

This is the first time that Keeju was ever mentioned because I sent you, I took you to an email yesterday where as a result of that meeting I was told 2 million for Keeju and 1.6 million for Gows' commission and you agreed with those numbers.---Yes.

30 They were developed by you and Mr Say and Mr Rhee on that date.---Rhee is a representative for you as well because this is, because at that time I only talk with Rhee.

Okay. That's fine. So what I'm trying to say is because Keeju was, do you remember how you said that Keeju's \$2 million was factored into your proposal from the beginning, that's not true is it?---Yeah, it's a lot of money.

40 Yeah. It factored in on 2 October, 2016. That's the first time Keeju was ever conceived as an entity that was going to receive a \$2 million commission on land that you believe is worth \$10 million. Is that correct?  
---Yeah, this, this is he, because his agent, he ask this, all the commissions and we discuss with them, him.

That's no problem, you can pay whoever you want, the issue is that you decided in October to pay Keeju on 2 October, not in the beginning when you did a feasibility study, as you gave evidence yesterday.---No, this is (not transcribable). This means the (not transcribable) show the final, final number.

Okay. That's your answer. Can I take to the further and better particulars?

THE COMMISSIONER: No. This will be the last matter because we have to move on with the next witness.

MR PETROULIAS: Will I continue?

THE COMMISSIONER: Go on. Go on, but this is the last matter.

10 MR PETROULIAS: Yeah, this is the last matter, yes, yes. Further and better particulars, page 5. It's the next document, no, it's the next document. Page 5, paragraph 29. You were asked by, by us, by our counsel, can you please explain on what basis do you say Mr Petroulias acted for Awabakal. And you say, "They're evident on the pleadings." Is that correct?---(No Audible Reply)

The yellow bit.---Yes.

20 Yes. So nowhere does it say Nick Petroulias said he was a lawyer for Awabakal, nowhere does that say, does that appear.---From beginning you told us.

Yes, but you never put that in any statement of claim that you swore that was correct. This first came yesterday, didn't it?---(No Audible Reply)

The first time you've ever, ever said that was yesterday.---Sorry, what was the question?

30 The first time that you have ever said that Nick Petroulias represented Awabakal, said he was a lawyer for Awabakal, was yesterday.---No, yes, I  
- - -

Why didn't you put it in the statement of claim if you believed that was, if you believed that to be true?---From beginning you told us - - -

Yes, but you didn't put it in your statement of claim.

40 THE COMMISSIONER: Mr Petroulias, you ask questions and then you cut the witness off.

MR PETROULIAS: Yeah, okay, okay.

THE COMMISSIONER: So how, how are we - - -

MR PETROULIAS: Mr Zong - - -

THE COMMISSIONER: - - - going to deal with it if you're talking over him?

MR PETROULIAS: Commissioner, completely correct. I'm very sorry. Completely correct.

THE COMMISSIONER: Yes, Mr Zong.

THE WITNESS: Yes, from beginning you tell us you are the lawyer for, acting for Awabakal Council.

10 MR PETROULIAS: Yes, that's your evidence now, but it wasn't your evidence for the last two years and not in these proceedings.---This (not transcribable) long time ago.

In these proceedings you say that we're supposed to infer - - -

THE COMMISSIONER: Mr Petroulias, I'm going to have to stop you there.

MR PETROULIAS: Yeah, okay, that's fine.

20

THE COMMISSIONER: You've put the proposition to the witness - - -

MR PETROULIAS: Yes, thank you.

THE COMMISSIONER: - - - and we understand the challenge you make about that on that issue.

MR PETROULIAS: Thank you.

30 THE COMMISSIONER: The three documents handed up earlier, the application be marked for identification MFI 13, the basis for cross-examination document will be MFI 14, the bundle of photocopied material will be marked Exhibit 15, MFI 15 I should say.

**#MFI-013 – APPLICATION FOR A NOTICE/SUMMONS FOR PRODUCTION TO TONY ZONG**

40 **#MFI-014 – BASIS FOR CROSS EXAMINATION OF TONY ZONG & FURTHER APPLICATIONS**

**#MFI-015 – EMAIL CHAIN TO DESPINA BAKIS FROM ANDREW MUTTON DATED 2 NOVEMBER 2017; LETTER TO DESPINA BAKIS FROM KNOX SINCLAIR DATED 12 OCTOBER 2017; LEGAL PROFESSION UNIFORM LAW (NSW) NO 16A**

THE COMMISSIONER: I propose to consider the application. In the event that leave is granted the form of that leave and the terms upon which leave will be determined by me and announced early next week. Any further cross-examination if leave is granted of this witness, Mr Zong, will be required to be undertaken next week on a day to be appointed.

Is there anything else, Mr Chen?

10

MR CHEN: I think my learned friend, Mr Balafoutis, has questions.

THE COMMISSIONER: Yes, Mr Balafoutis.

MR BALAFOUTIS: I'll be very brief. Mr Zong, you were asked yesterday by Ms Nolan about whether you had any previous property development experience. Do you recall that?---Yes.

20 And you said that you had not had any previous property development experience prior to your involvement with Awabakal Council. Do you remember saying that?---Yes.

Now, in March 2015 do you recall being associated with a company that entered into an option to purchase properties in Penrith and Marsden Park? ---Yes.

Did you undertake any activity with respect to those properties prior to September 2016?---No.

30 In September 2016 did a company associated with you purchase the property in Marsden Park?---Yes.

No further questions.

THE COMMISSIONER: Thank you, Mr Balafoutis.

MR CHEN: Commissioner, I just have a few questions if I could.

40 THE COMMISSIONER: Yes. Yes, you proceed.

MR CHEN: Mr Zong, yesterday you gave some evidence about in addition to signing the heads of agreement signing some contracts for the sale of land.---Yes.

I'll just have these brought up on the screen. Volume 7, page 150. Do you recognise that as the front page of the contract of sale, contract for the sale of land for the property known as 14 Vermont Place, Warners Bay?---Yes.

And is your signature on that document above the line purchaser?---Yes.

Was that document signed on 23 October, 2015?---Yes.

At the Land Council offices?---Yes.

10 Would you have a look, please, at volume 7, page 168. Do you recognise that as the contract for the sale of land for the property known as 110 Bayview Street, Warners Bay?---Yes.

And do you recognise your signature on that document?---Yes.

Was that document or contract signed on 23 October, 2015 at Land Council offices?---Yes.

20 Would you look, please, at volume 7, page 184 and do you recognise that as the contract for the sale of land for the property described as 291 Hillsborough Road, Warners Bay?---Yes.

Your signature also appears on that document does it not?---Yes.

And was that document as well executed on or signed on 23 October, 2015 at the Land Council offices?---Yes.

Would you look, please, at volume 7, page 200. Do you recognise that as the contract for the sale of land for the property known as 295 Hillsborough Road, Warners Bay?---Yes.

30 And you recognise your signature on that document?---Yes.

And that contract as well was signed at the Land Council offices on 23 October, 2015 was it not?---Yes.

Would you look at volume 7, page 216. Do you recognise that as the contract of sale for the property known as Lot 3, 79 Clarence Road, Waratah West?---Yes.

40 And you recognise your signature on that document?---Yes.

Was this document signed on 23 October, 2015 at the Land Council offices as well?---Yes.

And on all of those documents you will see that there are a number of other signatures.---Yeah, this Rich Green, Debbie Dates and I think it's Nick Petroulias witness.

And they were all signed in your presence on 23 October, 2015 were they not?---Yes.

And were these contracts for the sale of land attached to the heads of agreement that you signed on that day?---Yes.

Thank you, Commissioner. That was the further examination.

10 THE COMMISSIONER: Yes, thank you. Mr Zong, that completes your evidence today. You heard that an application has been made for further cross-examination of you. I will determine that application in due course and the Commission will advise your lawyers as to the outcome.---Yeah.

Thank you. You may step down.---Thank you.

**THE WITNESS STOOD DOWN**

**[10.53am]**

20 MR CHEN: Commissioner, before the next witness, before Mr Slee is recalled - - -

THE COMMISSIONER: Mr Balafoutis, you want to leave.

MR CHEN: I'm sorry.

MR BALAFOUTIS: Thank you.

30 THE COMMISSIONER: You're excused. Thank you.

MR BALAFOUTIS: Thank you, Commissioner.

MR CHEN: I apologise, Commissioner.

THE COMMISSIONER: Yes.

40 MR CHEN: Commissioner, could I just raise one matter in relation to Mr Petroulias's application. I like yourself, Commissioner, have only had a limited time to look at the application but I had a brief look at it and I did notice the areas for cross-examination which is, unfortunately the document doesn't have page numbers but it appears on page, what appears to be page 5.

THE COMMISSIONER: Just pardon me a moment. Yes.

MR CHEN: And on it, Commissioner, Mr Petroulias identified four topics that he proposed to further cross-examine Mr Zong upon. Commissioner, again on my admittedly brief review of it, it appears that Mr Petroulias has

traversed those matters and I'm simply drawing it to your attention and perhaps to Mr Petroulias's attention to the extent that he may want to review his position in relation to those matters to identify more precisely the topics for cross-examination and whether in fact he may have completed his examination or cross-examination of the witness on any or all of the topics that he's identified.

10 THE COMMISSIONER: Yes. Thank you, Mr Chen. Just before we call the next witness, I'll deal with the application made earlier by Ms Nolan on the 29<sup>th</sup> of March. Ms Nolan, counsel who appears on behalf of Knightsbridge North Lawyers and Ms Bakis, by submissions dated 28 March, 2018, has made a number of submissions in relation to the conduct of the present proceedings. I propose giving my decision on the application today and to provide full reasons next week. In short, the application as developed in the written submissions to which I've referred is directed to the question as to whether or not the present public inquiry would carry with it a risk of interference or a tendency to interfere with the administration of justice, and in that respect reference is made to current proceedings in the Supreme Court.

20

Annexure 1 to the submissions sets out what is referred to as the substratum of facts, the subject of the public inquiry, and matters relevant to what's said to be the overlap between the proceedings in the Supreme Court and the present inquiry. Written submissions of Counsel Assisting were provided. In those submissions, and for the reasons set out in these submissions, Counsel Assisting submitted that the application should be refused, and that taking the matters raised in the submissions into account, it was submitted that it would not be in the public interest to hold any further inquiry or proceedings in private.

30

Ms Nolan provided further submissions dated 2 April, 2018, in which a number of points in reply are set out. In the last paragraph to those submissions it was contended that by restricting publicity, which has a tendency to prejudice a fair trial, or which may deter people from seeking justice or participating in its administration, the non-publication or suppression of the matters before the Commission is stated to be a preventative strategy which would serve to enhance the administration of justice rather than undermine it. And, it was submitted, more harmonious to the public interest considerations arising under section 31 of the ICAC Act than continuing the inquiry in public.

40

I'm aware of the fact that proceedings were recently brought in the Supreme Court in the name of Knightsbridge North Lawyers Pty Ltd. Those proceedings were recently disposed of by judgement of the court. His Honour Justice Fagan – in the time available to me I have not had the opportunity of fully reading the judgement in full, but I have read aspects of His Honour's judgement which deal with the question, deal with issues relevant to the application brought by the parties for whom Ms Nolan acts in

the present inquiry. Upon consideration I have concluded that there is no basis for granting the application to in effect discontinue the hearing in public and to proceed by way of private hearing. Accordingly I dismiss the application and full reasons will be provided in the course of next week.

Now, are we ready to proceed with Mr - - -

MR CHEN: Slee, yes, Commissioner.

10 THE COMMISSIONER: Yes. Very well. Now, Mr Slee, thank you for your patience and travelling back and forth between Newcastle and Sydney. Do you take an oath or an affirmation?

MR SLEE: Yeah.

THE COMMISSIONER: An oath?

MR SLEE: Yeah.

20 THE COMMISSIONER: Yes, thank you.

THE COMMISSIONER: Just take a seat, Mr Slee. Mr Slee gave evidence recently, this is a continuation of his evidence in this public inquiry. I make a declaration under section 38 of the Independent Commission Against Corruption Act. I declare that all answers given by him, any documents or things produced by him during the course of his evidence are to be regarded as having been given or produced on objection. Accordingly there is no  
10 need for him to make objection in respect of any particular answer, document or thing produced.

**I MAKE A DECLARATION UNDER SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT. I DECLARE THAT ALL ANSWERS GIVEN BY HIM, ANY DOCUMENTS OR THINGS PRODUCED BY HIM DURING THE COURSE OF HIS EVIDENCE ARE TO BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION.**  
20 **ACCORDINGLY THERE IS NO NEED FOR HIM TO MAKE OBJECTION IN RESPECT OF ANY PARTICULAR ANSWER, DOCUMENT OR THING PRODUCED.**

THE COMMISSIONER: Yes, Mr Chen.

MR CHEN: Thank you, Commissioner.

Mr Slee, where we left your evidence a few days ago now, I was asking you  
30 questions about a meeting of the board of the Land Council in March of 2016, and in particular I was taking you through a number of resolutions that had been put before the board by Mr Richard Green, the then deputy chairperson. Do you remember the line of questions that I was asking you about those topics?---Not, not particularly.

All right. Well, one of the things you did say in your evidence was that often it was the case that you were abused during the course of meetings if you did not support resolutions.---Yes.

40 Do you remember giving that evidence?---Yes.

And was that the fact, that from time to time you would be the subject of abuse if you did not support resolutions?---Oh, yes.

All right. And was there any particular subject matter of resolutions that would draw the ire of other board members if you didn't support them?  
---Oh, not, not in particular, it depended on the, on the subject matter at the time.

Right. And was there any one or other board members who abused you?  
---Oh, Richard Green, Debbie Dates, Lenny Quinlan, yes.

Were there any others, other than those three, so far as you can recall?  
---Not that I can recall, no.

Right. What was the type of abuse that you received, was it friendly banter  
or was it something more?---Oh, not friendly banter, no, more like being  
10 called arseholes, dogs and effin' cees.

I see. Now, there was a board meeting, Mr Slee, on 11 January, 2016 that  
you did not attend.---Yes.

I'll show the minutes to you.---Okay.

Just pardon me for a moment, Mr Slee, sorry. So it's volume 10, page 7.  
They should come up on the screen in a moment, Mr Slee. Would you  
prefer the volume in front of you or - - -?---No, this, this is fine, thanks.  
20

The screen is okay?---Yeah.

All right. Just have a look, if you would, at page 7 of volume 10. And do  
you recognise those as what appear to be the typed minutes of the board  
meeting on 11 January, 2016?---Yes.

And you're recorded as not, as being an apology. Do you see that?---Yes.

In addition to Eleanor and Debra Swan.---Yes.  
30

Now, I want you to have a look at something else now, if you would, please.  
So Exhibit 54, page 10. Now, I drew your attention to this email when you  
last gave evidence and I've asked you some questions about some of the  
subject matter of it.---Yes.

But you recognise in the first paragraph that you are there complaining to  
Mr Kelvin Kenney about the fact that a board meeting was held on that  
day.---Yes.

40 And you were unable to attend because of the short notice given, and you  
could not – because of other commitments you had – attend the meeting.  
---Yes.

Do you recall how much notice you were given of that meeting?---I believe  
it was a phone call an hour before the meeting.

And despite your efforts, you weren't able to make yourself available in that  
one hour to make the meeting?---No, no. Too short a notice.

And you also make reference there to, in the second sentence, "This is a common and ongoing way this group call meetings," et cetera. Do you see that?---Yes.

Who's the group you're referring to?---Talking about Richard Green and Debbie Dates.

10 Is there anyone else as part of that group?---Oh, part, part, part of the group who sits, sits on the board meeting. We're talking about Lenny Quinlan, Jaye Quinlan.

I see. And you also refer to the fact that there was a motion passed that meetings be held after 5.00.---Yes, yes.

20 All right. Do you recall when that was, that motion in particular?---Not, not in particular. But previously before me coming on the board there was a motion moved and, and I mention Ellie Swan here because of her time at work. Previously to me starting on the board, there was a motion there that meetings be held after, after 5.00pm so Ellie Swan could attend and other, other board members.

I'm just going to show you another document as well, Mr Slee, in Exhibit 54. So it's page 38. Now, you recognise that as an email which you sent to the CEO, which appears to be Ms Steadman, on the 8<sup>th</sup> of January, 2016? ---Yes.

30 And that seems to suggest that you may have had more than an hour's notice. Do you see that? But may have had a few days' notice at least.---I, I don't recall.

Well, this appears to be an email sent from your email address.---Yes, yes, yes, yes.

Does it not?---Yes.

And do you recall sending an email to this effect?---No, I, I don't.

40 One of the matters that is referred to in that email, though, Mr Slee, is that the notice you were given had no agenda attached to it.---Yes.

Do you see that?---Yes.

Was that commonplace or not, that you would not be provided with an agenda?---Yes, not until you appeared at the meeting.

So when you were given notice of meetings, you were not given an agenda?---No, and we weren't given a chance to add to the agenda at the same time.

I want to go back now, please, just to the minutes, which is volume 10, page 7. That is the minutes of the meeting on 11 January. And I want to draw your attention, please, to page 8 of volume 10, and in particular a resolution that is recorded in about the middle of the page under the heading (5) Other Business. Now, do you see under the heading (5) Other Business there are  
10 five motions that are recorded?---Yes.

And then there is a discussion by Mr Walsh. Do you see that?---Yes.

And then there's the next sentence that I just want to draw your attention to. If you just read it to yourself first. Just that sentence, Mr Slee.---Yes.

You see there Mr Green apparently read a resolution to ratify the appointment of Knightsbridge North Lawyers.---Yes.

20 And obviously because you didn't have an agenda you didn't understand that was a motion that as going to be moved at that meeting?---No.

Did you have any notice of any other kind from Mr Green or any other board member that that was a resolution that was proposed to be put before the board at that meeting?---No.

Now, you then sent did you not another email. So the same exhibit, Exhibit 54. I apologise. Exhibit 54, page 3. Did it come to your attention shortly after that that apparently a new solicitor had been appointed?---I didn't know  
30 until a board meeting that a new solicitor had been appointed.

Just have a look at this email if you would, please, Mr Slee. This is an email that's sent from you to the CEO of the Land Council on 2 February, 2016.---Yes.

And it talks about you being informed of a new solicitor. Do you see that? ---Yes.

40 Do you recall then there didn't appear to be a further board meeting between January and this time in February but in any event, do you know how you received notification? I apologise.---No, I think it was just, just in general information from somebody from the office. I'm not sure who.

I do apologise. There was a meeting on the 19<sup>th</sup>, Mr Slee, which I'll just draw to your attention. It's volume 10, page 33, and you recognise those as the typed minutes.---Yes.

If you look at the next page you will see that there is no reference at all to that being discussed.---Yes.

Is this something that was just mentioned in perhaps that or another meeting before you sent that email?---Yeah, it could have been. I just can't recall.

Now, if you were given notice of such a resolution that Knightsbridge North Lawyers were to be appointed what would you have done?---I, well, I would have debated it on the fact that we, we had good legal representation in Ian Sheriff and I'd like to know why, you know, we, we had, we had to change,  
10 change our legal representative.

Would you have supported a motion in the terms that Mr Green read on 11 January, 2016?---On, on his - - -

Yes.---No.

Now, so long as you've been a board member Mr Sheriff had been the solicitor for the Land Council and the board?---Yes.  
20

And had you had any dealings with him at all in your time as a board member?---I've spoken to him about matters concerning the Land Council, yes.

At any time prior to when it came to your attention that Knightsbridge North Lawyers' appointment had been ratified, had there been any discussion at any board meeting you attended about wanting to replace Mr Sheriff at all?  
---Not that I can recall, no.

30 Is it something you would have recalled if it had been raised do you think?  
---Oh, yes, yeah.

Had there been any suggestion that the work that he performed was less than satisfactory at all at any meeting that you attended?---Not that I can recall.

No discussion at all that perhaps he needed to be replaced by somebody else with a greater degree of expertise or something along those lines?---No.

Now, would you have a look, please, at folder 2 – I'm sorry, volume 2, page  
40 10. I apologise, Mr Slee, I gave you the wrong reference.---No, you're right.

It's Exhibit 43, page 1. It will come up on the screen now. Mr Slee, in front of you is a letter to the directors from Knightsbridge North Lawyers dated 28 November, 2014. Do you see that in front of you?---Yes, yep, yes.

At any time you were a board member had that letter ever come to your attention?---No. I don't remember it. Don't recall seeing that.

All right. Well, it talked about a number of matters that appear to be significant, did it not, in terms of land and matters of that kind?---It does.

Do you think that's something that you would likely remember if it - - -?  
---I would, yes.

And had there been – I withdraw that. Did Mr Green ever tell you that he was speaking with or discussing matters with Knightsbridge North  
10 Lawyers?---No.

Not at any time?---No.

Was there any discussion at any board meeting you attended about sourcing investors, capital, equity and debt funders and matters of that kind?---No.

Do you know what that means?---No. I, I, I, I suppose that's proposing to get developers in concern with the land.

20 And you don't know – I withdraw that. At any board meeting you attended you don't know of any request or suggestion there needed to be a request to Knightsbridge North Lawyers to provide assistance on matters that are referred to, such as the acquisition, joint venture, et cetera?---No.

Now, would you have a look, please, at the next page. You'll see there's a description of, in paragraph 3, investigations et cetera with proposed heads of agreement entered with Gows Heat. Do you see that?---Yes.

30 And you told the Commission the other day that you've never heard of Gows Heat during the course of your time as a board member?---Yes.

So you know nothing about what that's referring to, I take it, do you?---No.

And if you see paragraph 4, Mr Green never told you about any representations that had been made by Knightsbridge North Lawyers to him about any matter or any dealings he was having with Knightsbridge North Lawyers?---Yeah, I know nothing about - - -

40 Just have a look at the next page if you would, please. So this is page 4. You'll see there is a cost disclosure statement and client service agreement.  
---Yes.

You've never seen that before, I take it?---No.

You know nothing about a cost disclosure statement being signed by the board, sorry, signed by Mr Green at or around 28 November, 2014?---No.

Mr Green never raised with you at any time that he'd signed such an agreement?---No.

Never raised before the board that he'd signed such an agreement or certainly at any meeting you attended?---No, none that I attended, no.

10 Would you have a look, please, just at clause 20 of that agreement. Just before I ask you some questions on that, I take it there was never any discussion at any board meeting that you attended about giving Mr Green the authority to execute such an agreement?---Never, no.

And was there any discussion at any board meeting you attended about giving Mr Green the authority or delegating him the authority to execute an agreement of this kind?---No.

Would you have a look at clause 20, please, which is at page 8 of Exhibit 43. Just have a read to yourself if you would first, Mr Slee.---Okay.

20 Have you read that?---Yes.

Was there any discussion at any board meeting you attended about appointing any of those four individuals agents of the board?---No.

Never any discussion about those four individuals being appointed as agents for the Land Council more generally?---No.

Did you know at that stage, or at any stage, who Nicholas Peterson was? ---Depends what date it is.

30 Well, assume it's 28 November, 2014.---No, not at that time.

What about William Tofilau?---No.

Andrew Margi?---No.

Would you have a look, please, at Exhibit 42, volume 1A.---Yeah.

40 In front of you is a letter from Knightsbridge North Lawyers to the board of the Land Council, dated 27 November, 2015. Do you see that?---Yes.

At any time you were a board member of the Land Council, had you seen that letter?---I, I've never seen it.

And having looked at it now in terms of what it's doing and what it's referring to, do you think it's something that if it did come to your attention, sorry, if it was presented to the board, you would have remembered it? ---Oh, definitely. Yes.

We'll just show you a bit further down. You'll see there's a cost disclosure statement and client service agreement dated 27 November, 2015, which is at page 163. And I'll just show you the execution clause. It's between – sorry, at page 164 you'll see it's between the Land Council and Knightsbridge North Lawyers. Do you see that up the top?---Yes.

We'll just go to the final page to show you where it was signed. Do you see that appears to be signed by Mr Green?---Yes.

10 Page 170. Now, did Mr Green ever raise with you personally that he'd signed such an agreement?---No.

Did Mr Green ever raise at any board meeting you attended that he'd signed such an agreement?---No.

Was there any discussion at any board meeting that you attended about giving Mr Green the authority to execute that agreement?---No.

20 Was there any discussion at any board meeting you attended about giving or delegating to Mr Green the authority to execute that agreement?---No.

Now, would you look, please, at volume 15, page 162. That's up on the screen now, Mr Slee. That's a document described as a Confirmation of Variation of Retainer and Engagement. Do you see that?---Yes.

And if we just scroll down a little bit, you'll see that it's been apparently signed by Ms Dates and Mr Green.---Yes.

30 Do you recognise those signatures down the bottom as being Ms Dates and Mr Green's signatures or what appear to be their signatures?---What appears to be, yes.

Had you ever seen that document when you were a board member?---No.

Have you seen it at all before I've just shown it to you now?---No.

Did Mr Green ever raise with you personally that he'd signed such an agreement?---No.

40 Was it ever raised at a board meeting you attended that he'd signed such an agreement?---No.

What about Ms Dates? Did she tell you that she'd signed such an agreement?---No.

Was it ever raised at any board meeting you attended that she'd signed such an agreement?---No.

Did the board ever have any discussion at any meeting you attended about giving Mr Green or Ms Dates the authority to sign such an agreement?

---No.

Did the board have any discussion at any meeting you attended about delegating the authority to each of them to sign such an agreement?---No.

10 If a new lawyer was to be appointed, would you have an expectation as a board member that a proposal would be put before the board and there'd be some discussion about it, Mr Slee?---Yes. Certainly.

20 What would you expect to occur if a new professional such as a lawyer was to be appointed as a board member in terms of a proposal or a discussion at board level?---The reason why we, like why we should replace our previous legal representative and what are the benefits of putting on a new, a new legal firm. You know, I mean with this, with the legal side of things it was just sprung, like sprung on me. I appeared at a meeting one day and Knightsbridge North Lawyers were introduced and that's the first I knew of it.

Would you expect to know a bit more about them before - - -?---Yes.

- - - you have a discussion about whether you should entertain retaining them as the provider?---Well, you'd like to know, yes, you'd like to know in depth their background.

30 And you didn't know anything about this firm at all?---Not at all. When I was first informed about it I did a, made a couple of phone calls to their office and that, those numbers came off their forms that they presented at the meeting and in contacting those numbers it said the numbers were disconnected, you know, there was no contact there so that raised suspicions in itself. Why would you be using documents that hasn't got, you know, official contact numbers and addresses on it.

You've sent an email or referred to that fact in the email that you sent to Mr Kenney on 18 March, 2016. I'll just have that brought up on the screen. It's Exhibit 54, page 1. You will see under, sorry. You recognise that email do you not, Mr Slee?---Yes. Yes.

40 And you will see under sub-point 1 Knightsbridge North Lawyers.---Yes.

That's where you record you made those attempts to contact them through the phone number. Do you see?---Yes.

And you weren't able to get in contact with them?---No.

What was the purpose of the call to them, Mr Slee?---Just, I just wanted to know more about the law firm because, you know, I just, I don't know, there

was just something about how it was sprung on us, you know, the new law firm and that so, yeah, I just, there wasn't enough information given so I wanted to follow up for myself.

And find out more about them, is that - - -?---Yes.

Now, you referred just a moment ago to there being, or you were introduced to some people from the firm at a meeting. Do you remember that?---Yes.

10 And you said that actually when you gave evidence the other day. I'm going to take you to a meeting in a moment but I just want to draw your attention to another email if I can, Mr Slee. Do you remember prior to a board meeting in April of 2016 sending an email to the chief executive officer, Nicole Steadman, requesting certain things be put on the agenda? ---Yes.

And do you remember doing that by email?---Yes.

20 If you look at, please, Exhibit 54, page 4, and do you recognise that as the email you sent to Ms Steadman?---Yes.

And you asked for certain matters to be put on the agenda. Do you see that in the first paragraph?---Yes.

Did you get a response to that email?---Yes.

30 Did you get a response that day?---I got, I got a response, I got a response to that email but not from Nicole, not from Nicky Steadman. I, I got a, I got a response from Knightsbridge North Lawyers.

Was that a letter they sent you after the meeting?---Yes.

40 Ms Steadman didn't provide you with a response to that email at all?---No. Previously to me sending these emails, we, I'd attended meetings. I'd made a, I'd asked a number of times for financials to be produced. They were ignored. So, yeah, I decided to put it in, in email form and contact Ms Steadman about the matter, because there'd been a great period of time since we'd had any financials. In, in that email I put the fact that if, because we didn't have a bookkeeper and financials weren't done, just, just if we could have some (not transcribable) bank statements produced with our financials on them, on what we've spent, you know, yeah.

What were you trying to achieve from - - -?---Oh, it's been that long since we've seen how our finances have been. There's been nothing presented at any board meeting for a period of time.

Does that mean you were not getting financial reports presented to the board?---Yes.

You weren't getting an update about financial position - - -?---Our ongoing financial position, yes.

I'll perhaps cut ahead and I'll show you, is this the response that you received from Knightsbridge North Lawyers? It's Exhibit 54, page 5. Do you recognise that as the letter received from Knightsbridge North Lawyers dated 8 April, 2016?---Yes.

10 Now, was that delivered to you, left for you, or how did you receive it?---I, I, I appeared at a meeting, at a Land Council meeting, and Debbie Dates handed it to me before I, I got into, got into the door in the meeting.

And what did she say to you when she handed that letter to you?---She said, oh, this is, this is a letter from our solicitors to you and that's, that's all that was said.

Did you read it before you went into the meeting?---Yes, I did.

20 And in due course you responded to it, did you, and dispute it?---Oh, look, I, I, I haven't, I haven't responded to it at all. I don't justify stuff like that, you know?

Anyway, at some point did you read it?---Yes, I did.

And do you contest the assertions contained within it?---I contest every assertion in there, yes.

30 Did Ms Dates explain to you why it was the role of the solicitors to act against an individual board member absent some discussion or resolution by the board that they should do so?---No. No.

Have you encountered that on other occasions, Mr Slee, where the lawyers appear to be acting against individual board members, potentially at the direction of some other board members?---I can't, I can't say about other board members.

What about you?---But, but it seemed, it seemed to be a thing with me, yes.

40 Prior to that letter being sent to you, did Ms Bakis endeavour to make contact with you, so far as you're aware, to speak to you about what your version of events were?---No.

Did Ms Dates endeavour to do so?---No.

Did Ms Steadman endeavour to do so?---No. Can I just talk about something that's come to mind? Like about how I've been treated? Like, we'd - - -

THE COMMISSIONER: If it's relevant to the discussion, yes.

THE WITNESS: There was a meeting about litigation against the Minister, the Registrar and Newcastle State Land Council. Now, there was, there was a date set down for the Land and Environment Court. In the proceedings leading up to that, I received a summons – a subpoena, I mean – to supply all my, all my, oh, here we go. Sorry, I've got a mind block. All my correspondence to the Minister's office, the State Land Council and the Registrar's office for, to, for the Land and Environment Court. Now, before the Land and Environment Court sat - - -

MR CHEN: Just before you – I'm going to just ask you to say who issued the subpoena upon you to produce that material?---Knightsbridge North Lawyers.

And do you know who the party, was it the Land Council itself subpoenaing you?---I, I, I, I can't remember, sorry.

20 Sorry, I didn't mean to interrupt you.---Yeah, no, you're right.

Anyway, so Knightsbridge North Lawyers - - -?---Yeah.

- - - had a subpoena issued to you requesting production of your personal papers and - - -?---Documents, yes.

All right. Please go on.---Yes, and before the due date of the Land & Environment court sitting there was a board meeting. At this board meeting I was confronted with the papers that I'd, that I, that I was subpoenaed to the court, Land & Environment Court, and yeah, I was confronted by Richard Green and Debbie Dates asking me to explain what were, what were these papers about, you know, and why was it saying this and saying that. Very confrontational, you know, and it as just, it's a common thing and it surprised me that the paper that I'd subpoenaed, that I'd been subpoenaed to supply to the court could end up in the hands of board members, you know, it's quite surprising.

40 Did you consent to that material being produced to anyone else other than the court?---No.

Did you regard the material that you produced to the court as confidential? ---That's what I believed it to be, yes.

Just have a look if you would, please, Exhibit 54, page 42. You complained about this, did you not, you complained about the fact that material that - - - ?---Oh, yes, I did, yes, yes.

You complained about the fact that material that you were required to produce to the Land & Environment Court ended up somehow in the hands of Debbie Dates and Richard Green.---Yes.

And produced at a board meeting for everyone to see.---Yes.

Now, do you recognise at the bottom of page 42 this is an email that you sent to the Registrar dated 4 August, 2016?---Yes.

10 And you made a complaint, did you not, about this very matter that you've referred the Commissioner to?---Yes.

Did they ever, did Ms Dates or Mr Green ever explain to you where they got the documents from?---No.

Did either of them explain to you why they were accessing material produced to the court to raise with you in a board meeting?---No.

20 Did Ms Bakis or anyone from Knightsbridge North Lawyers explain to you at all how this had happened?---No.

And if you look at please page 43 you'll see that based on those papers you were verbally attacked.---Yes.

Would you tell the Commission, what were the actual, in general terms, what were the papers that you were required by order of the court to produce?---What were the papers?

30 Yeah.---It was my, my correspondence complaints and such things that I'd reported on to the Minister's office, correspondence in email form between myself and the Registrar of the Lands Rights Act and correspondence between myself and the State, State Land Council concerning matters that I had concerns about within the Awabakal Land Council.

And - - -

40 THE COMMISSIONER: Do you know whether this was ever brought to the Land & Environment Court's attention, that these documents had been somehow accessed for purposes other than the litigation?

MR CHEN: I don't believe they, that that was drawn to the attention of the court, Commissioner.

THE COMMISSIONER: On the surface it seems to be an extremely serious matter.

MR CHEN: I would agree.

THE COMMISSIONER: Anyway, all right.

MR CHEN: I would agree.

THE COMMISSIONER: Well, Mr Chen, we might take a short break I think.

MR CHEN: Yes.

10 THE COMMISSIONER: Mr Slee, we're just going to take a short 10, 15-minute break. I'll adjourn.

### SHORT ADJOURNMENT

[11.39am]

THE COMMISSIONER: Yes, Mr Chen.

20 MR CHEN: Thank you, Commissioner. Mr Slee, I just want to take you to some references in the letter which was sent to you or provided to you by Ms Dates which was prepared by Knightsbridge North Lawyers on 8 April, 2016. So it's Exhibit 54, page 6. I just want to draw your attention to a couple of the paragraphs, Mr Slee. You're suggested to be biased and lack propriety. You will see that in paragraph 4. And you're also described as lazy and incompetent. Mr Slee, you've already said you reject entirely those suggestions.---Yes.

Had for example Jaye Quinlan ever suggested that to you?---No.

30 What about Lenny Quinlan?---No.

Who, if anyone, had suggested to you or suggested, if at all, that you're biased, lack propriety, you're lazy and incompetent?---Oh, no one said it to, no one ever said it to me.

Is this the first time you've heard of such a suggestion is it in this letter?  
---Yes.

40 And it threatened or suggested you should seriously consider your position. Do you see that in paragraph 5?---Yes.

And you did and decided you should maintain your position and continue on as a board member?---That's correct, yes.

And it also was suggested to you that you're, you were unable to honestly, fairly and impartially discharge your duties to the community. What do you say to that?---Well, that's totally incorrect.

THE COMMISSIONER: Did any member of the board prior to this letter ever charge you with dishonesty?---No.

Or not acting honestly and fairly?---No.

MR CHEN: And you will see in paragraph 6, Mr Slee, that there's a suggestion in the last line, consequently, you reinforce why you should be excluded for information. Do you see that?---Yes.

10 Do you consider that you were excluded from information?---I have been at times.

And do you feel that was the case going forward?---Yes.

Why do you say that?---Oh, well, other board members, other board members were allowed to take information out of the office, like out of the board meeting when the board meeting was finished. I was excluded from doing that.

20 Who stopped you?---Beg your pardon? Richard Green and Debbie Dates.

And what sort of information are you referring to that you may want to take from a board meeting that you were stopped from doing so?---Oh, look, it could have been anything from proposals, you know, something like that that needed to be read over over a period, like over a period of time and maybe other matter.

30 THE COMMISSIONER: Just interrupting. Do we have any information has to what information the author of this letter had available to write a letter in these terms? If you don't know offhand just take it on notice and we'll deal with it.

MR CHEN: I'll take it on notice if I can, Commissioner.

THE COMMISSIONER: Yes.

40 MR CHEN: I just want to draw your attention to paragraph 7 then, please, Mr Slee, and you were demanded to cease and desist your unlawful and disruptive behaviour. Do you see that?---Yes.

And there was a threat that litigation or some sort of claim was being contemplated against you. Do you know anything about that?---No, not at all.

Did anything transpire that any claim was ever brought against you?---No.

Now, I'll just follow this topic through if I can, Mr Slee, before we try and return to some of the minutes, but would you please look at Exhibit 54, page

7, and do you recognise that as another letter that you received from Knightsbridge North Lawyers dated 6 May, 2016?---Yes.

And how did you receive this letter, Mr Slee?---That was, that was given to me at a board meeting.

Who gave it to you?---I can't remember.

10 There was in a fact a board meeting on that day, on 6 May, 2016.---Ah  
hmm.

Are you able to say whether you received that before or after the meeting?  
---I can't recall.

20 And if you assume for me that the only attendees at that meeting were  
Debbie Dates, Richard Green, Micky Walsh, Lenny and Jaye Quinlan, of  
course and yourself, does that assist you in who may have given you the  
letter if you received it at or around the time of the meeting?---No, I can't  
recall.

Now, would you just have a look at it, please, and you'll see that again  
there's a repeat that litigation against you is imminent. Do you see that in  
the first paragraph?---(No Audible Reply)

Last sentence.---Last sentence.

Put you on notice that litigation against you - - -?---Yes.

30 - - - is imminent?---Yes.

Did anybody tell you about what that litigation was?---No.

And nothing ever happened about it, did it?---No.

And you see also that it was suggested you were given every opportunity to  
mitigate loss and damage to the Land Council and the officers, et cetera.  
Did anybody tell you what this apparent loss and damage to the Land  
Council was?---No.

40 Was there any explanation at all about what conduct it's referring to that's  
causing this loss and damage?---No.

And are you able to pinpoint anything in what you did, apparently did  
between April and May 2016 that's added to the damage that's referred to?  
---Not, no, not, not, not that I can recall anything being said.

All right. And is this the case, that you still attended the board meetings,  
didn't you?---I still attended the board meetings. Within the board

meetings, like one of the concerns from members, members, like what, what seemed to be a concern with them was that I was taking material and then producing it to Kelvin Kenney and the, the Registrar as such.

Right. And were you?---No. Oh, what, like taking it out of the board, no, not, not taking material there and forwarding it on, no. What, what I, what I produced to the Minister's office, the Registrar and Kelvin Kenney, that was come from my memory of what's been going on within the Land Council itself.

10

Right. And you thought it was consistent with your duties and obligations as a board member, did you, to raise these matters?---Absolutely.

All right. Now, it's also referring to the fact that proposals were commercially in confidence. Do you see that in paragraph 1A?---(No Audible Reply)

And it's earlier referring to the fact that there were proposals for the acquisition of properties.---I - - -

20

Are you able to assist what that might be referring to?---I, I, I, I, I don't know. I do not know.

Well, you told the Commission, if not today on the last occasion, you knew nothing about the Gows Heat proposal.---That's true.

So it couldn't have been that.---No.

You knew nothing about the Solstice proposal?---No.

30

So it couldn't have been that. Were you aware at this stage that there was some other proposal going on that other board members had told you about in terms of dealings or acquisitions of properties?---No.

You didn't know anything about this Advantage transaction at this stage, did you?---Not at that stage, no.

So you are unable to assist at all what this is referring to in terms of acquisition of properties and disclosing information that's apparently commercially in confidence.---Yes.

40

And do you know what possibly it could mean when it says, "A loss of substantial funds," presumably to the community, could possibly mean? ---I, I, I don't, I don't understand that at all.

And what about if you look at paragraph 1B, do you know what it's referring to when it says, "The premature stage of progress was such that

contracts had not been concluded," et cetera, et cetera? Do you know what it's referring to?---I, I, I, I've never known of any contracts.

Now, it's also suggested, if you look at point 2, that you've got some conspiracy to damage the Land Council. I take it, what do you say to that? ---Oh, that's ridiculous.

10 And what about that you continue to spread falsehoods and deliberately damage the resources of the community?---What falsehoods? I, I, I don't understand what they're saying.

And it's suggested that you've endeavoured to do so in corrupt conduct in concert with your son Steven Slee.---No.

Well, by this stage he'd been exonerated by the Registrar.---He, he'd been cleared, yes. Yes.

20 So do you know what, they're talking about?---I, I, I had no, I, I do not have any idea.

Anyway, if you look at the next page, please. So it's page 8. You'll see that there's a demand to show cause why you should not be dismissed. Do you see that?---Yes.

Do you know anything about who is behind giving instructions, apparently, to Ms Bakis to demand that you show cause why you should not be dismissed?---No, I don't know.

30 Did Debbie Dates ever say anything about it to you?---Not to me, no.

What about Mr Green?---No.

What about Jaye Quinlan?---No.

What about Lenny Quinlan?---No.

Any of the other board members ever raise it?---No.

40 THE COMMISSIONER: Mr Chen, if you'd add to what I've already asked you take on notice, the instructions and material that the author of this letter relied upon to produce this letter.

MR CHEN: Yes, Commissioner.

THE COMMISSIONER: Just charging the witness with the various matters set out, all of which are quite serious matters.

MR CHEN: I will take that on notice, Commissioner. Anyway, you did respond to this letter, did you not?---Yes.

And I'll just bring it up on the screen now. So it's Exhibit 54, page 9. Do you recognise that as the response that you wrote to Ms Bakis?---Yes.

Did Ms Bakis ever respond to this letter at all to you?---No.

10 THE COMMISSIONER: Did she ever acknowledge receiving it?---No.

MR CHEN: How did you send it to her?---I, I, I can't recall at the time.

Did you provide a copy of this to any of the other board members?---No.

Now, I won't take you through much of it, but I did want to draw your attention to – it's paragraph 4, and you'll see it starts with "In 1B".---Yes.

20 You advise "the proposals were getting ready" et cetera, and your response was "Please advise as I have not been made aware of any such meeting." And you refer then to lacking or asking for advice in relation to the proposals. Do you see that?---Yes.

Did you ever get a response orally or at all from Ms Bakis about what these proposals were?---No.

And was there ever a community meeting in the short term that you knew about where these proposals were to be discussed?---Not that I can recall.

30 Now, I want to take you to the meeting, Mr Slee, of 8 April, 2016. And that's volume 11, page 312. Now, do you recognise that as the typed minutes of the board meeting of 8 April, 2016, Mr Slee?---Yes.

And we'll just scroll down and show you at 315 you will see then that they're signed.---Yes.

Now, in your evidence the other day you referred to Ms Bakis and Mr Petroulias being introduced to the board at a meeting and I think your evidence was initially that it was in March.---Around about.

40 And if you have a look at this you will see that in fact your recollection might be slightly out by a meeting, that it actually - - -?---It is, yes, yeah.

And do you accept that probably that's when they were introduced to the board?---Yes.

Now, what did Nicole say when she introduced the person noted as Nick Pearson and Despina Bakis from Knightsbridge North Lawyers?---Well, Nicole didn't introduce them, Richard Green did.

I see. Well, what did Mr Green say when he introduced them?---He, he just said he'd obtained Knightsbridge North Lawyers as our legal firm and he introduced them.

And did they say speak at this stage?---I can't recall.

10 All right. Now, you will see at point 3, so volume 11, page 312, you will see that it says "Matters arising from Larry Slee email" and you will see that in fact it refers to the email that I've already drawn your attention to where you sought the information about financial records, et cetera.---Yes. Yes.

And you will also see then that the complaint is recorded as having been sent to Awabakal's lawyers and you were handed a legal letter to cease and desist baseless allegations.---Yes.

20 So to the extent that there was any discussion with any board members about the content of the letter that was provided to you at that meeting, it certainly didn't occur during the board meeting at all?---No.

All right. So would you have a look at the next page, please. Do you see there at point 4 there's a reference to further ratification of previous payments and actions?---Yes.

And do you remember there being some discussion about this during the meeting?---About ratification. Yeah, ratification of some things, yes.

30 And do you recall that Nicole Steadman read a resolution to the board which is, if you look down near the bottom of the page, there's a reference there under Nicole Steadman? There obviously is a typographical error with the date but putting that to one side.---Yes.

Do you recall her reading a resolution first, Mr Slee?---Oh, look, I can't recall.

Is that usual that the CEO would be reading the resolutions?---No.

40 Do you know why she was reading a resolution as opposed to a board member?---No.

Do you recall that Despina Bakis spoke about the resolution?---I can't recall.

Do you know whether Mr Petroulias spoke about the resolution?---I can't recall.

So would you look over the page, please, at page 5. Do you remember there being some discussions at this meeting about land?---There was, there was, at that time, at that, around that time there was talk of land.

Do you know, do you have a recollection about the detail of what was discussed in terms of land at that meeting?---No, no.

10 Are you able to say who spoke about these matters for example under point 5?---We, we did, we did have someone from, from, from a developer did speak up at that meeting.

Do you know who that person was?---No, I don't.

Or do you know where they were from?---I, I, I think they were from the Salamander area.

20 Could I suggest to you you may have your dates slightly wrong? That in fact Salamander – do you know them as the name of Gamilaroi? Is that where you - - -?---That's it, yes.

Can I suggest to you your dates might be just slightly wrong and that didn't occur at that meeting?---They could be, yeah, because it's very hard to recall right back to then on that.

If you just assume for the moment that that person wasn't present at this meeting.---Okay.

30 Do you recall who was doing the speaking at this meeting about what the board had apparently resolved to do and - - -?---No, I can't recall.

Do you know who Able Consulting Pty Ltd is?---No.

Have you ever heard of them before?---I've heard the name.

Do you know when you first heard of the name Able Consulting Pty Ltd? ---Basically around 2016?

40 How did you find out about the name Able Consulting Pty Ltd?---Just heard somebody talking about it.

Was it in a board meeting or outside a board meeting?---It was in a board meeting, if I recollect.

Prior to this meeting were you given any information about who Able Consulting were?---No.

Were you given a copy of a report that apparently they had prepared?---No.

Were you ever told that the board or perhaps Debbie Dates had requested a report from Able Consulting Pty Ltd?---No.

You know nothing about them at all?---No.

What did you know, if anything, about the Sunshine Group as at 8 April, 2016?---I don't know. I, I, I just knew about the name. Nothing too in depth about them.

10 Was there any discussion during this meeting from, say, Mr Green that he'd signed a contract with Sunshine?---Not that I recall, no.

Is that something you would recall if it was said?---It, it, the contract was signed, yes, because there was never any leeway dealt or permission for him to sign contracts.

What about Ms Dates?---No.

20 Did she ever mention at this meeting that she'd signed a contract with Sunshine?---No.

Micky Walsh has told the Commission that he never moved the motion to reject the Sunshine Group, Mr Slee. Would you just assume that to be so for the moment.---Right.

What's your recollection about who moved the motion to reject Sunshine Group?---I couldn't recall.

30 It wasn't you, I take it?---I don't know.

Well - - ?---Like, like I said, I can't recall.

Well, if this was an agreement involving or potentially dealing with or referring to land - - ?---Well, usually, usually I, I would argue against it.

But having regard to that and the fact that you appear to know very little about it, would you be moving to reject an offer when you don't really know anything about it?---Yes.

40 You would be?---Yeah, well, if you don't know anything about it, why would you accept it?

And what about Salamander? Did you know anything about Salamander at this stage and the offer that they'd made?---I didn't know anything about an offer they'd made. I knew about Salamander but not about any offer they'd made.

And what about – do you know who moved the motion?---Not that I can recall.

Well, Micky Walsh has told the Commission that he didn't move the motion to reject the offer. Are you able to assist as to who did?---I can't, I can't recall.

Was it you?---I can't recall.

10 Just go to the next page. Do you recall there being some just - - -

THE COMMISSIONER: Just in relation to just one matter. In the minutes of the meeting, 8 April, 2016 – do you still have those before you?---Yes.

The third page sets out Summary of Proposals for Development of Awabakal Lands.---Yes.

20 And the first entry says that on the 14<sup>th</sup> of November the board have resolved unanimously to sell most, if not all, of the land to what was then a proposal by IBU as a consortium partner such as Gows. I take it you knew nothing about that?---No.

Then a couple of paragraphs down it says, “The discussion can proceed to go through all current proposals presented to the board, pros and cons.” Do you recall any such discussion taking place at that meeting of 8 April?---No, I don't.

30 Had there been an analysis of the current proposals and the pros and cons of them, do you think you would remember?---Yeah, yes, I, I think so.

And further down the page it says, “The Sunshine Group agreements were discussed.” Do you recall any discussion of Sunshine Group agreements at this meeting?---No, I, I don't.

Had there been, and it concerned Aboriginal land, do you think you would have recalled?---Yes. Like, with the Land Council land, I, I, I, I would never agree to sell all our, all our assets.

Yes. Yes, thank you. Yes.

40 MR CHEN: Was any advice of any kind ever tabled at this meeting so far as you can recall?---Not that I can recall.

And no legal advice tabled at this meeting?---No. Not that I can recall.

Do you recall at any meeting any legal advice being tabled before the board?---Oh, I, I, I remember it was, I, I'm not sure if it was 2016, there was a number of proposals put before the board and laid out for the board to read

through. And that, and, because Nick produced them. Nick produced them at the meeting (not transcribable) proposals, and I'm not sure which one was accepted out of them, but Richard Green asked Nick which one would he recommend, and Rick, Nick gave his advice on it.

That might be what we're referring to just in a moment, just at the next part that I'm just going to take you to. But what I was asking you was these are development proposals you're talking about now.---Yes, yes.

10 But what I was asking you, whether at any meeting was written legal advice provided and put before the board from Knightsbridge North Lawyers explaining any of these transactions?---No.

Are you sure of that?---Not that I can recall.

Is it something you would have recalled had it been tabled?---Oh, yes. Yes.

Would you expect it to have been noted in the minutes of the board meeting that such advice was tabled?---Well, you'd expect so.

20

THE COMMISSIONER: Just on these minutes again of 8 April, '16, it says that "Nick Pearson and Despina Bakis, both from Knightsbridge Lawyers". Firstly, did you earlier say that you do recall those two people being at the meeting or not?---I'm not sure if that was the first time they were introduced to us or not.

Do you recall at this meeting Nick Pearson or Despina Bakis saying anything?---Not that I can recall.

30 Do you know why they were there if they were there?---No.

Yes.

MR CHEN: If you could just have a look at page 315 of volume 10. The minutes record that Lenny Quinlan asked some questions through the chair of Nick. Do you see that?---Yes.

Do you recall any of the discussions along those lines?---Oh, yes.

40 You do, do you?---Yes.

And what was Nick's role there?---I, I don't know what his role was there that day? But I do, I do remember that being discussed about the \$30 million or, or take 16.5 and 20 houses. That was, that was discussed.

I see. And do you see below that there's a resolution that was read?---Yes.

Did you support that resolution?---No.

Mr Walsh has said that he didn't second that resolution which was moved by Ms Dates. Are you able to say who apparently did second it?---No, I, I, I couldn't recollect.

Who, Mr Slee, was the Awabakal LALC Trustees Limited?---I, I don't know.

And what were they to do?---I don't know.

10

And what's the function of the trustee to oversee the Awabakal Development Advancement Project?---I don't know.

And why, Mr Slee, is it to be an ultimate sale to Solstice or such other party in substitution to Solstice on comparable terms should that relationship fail? ---I don't, I know nothing about that.

And you don't know who Solstice is?---No.

20

And you don't know who these other parties are that are in contemplation should this transaction not proceed with Solstice?---No, no.

THE COMMISSIONER: Was there any explanation given at the meeting as to who the Awabakal Land Council Trustees Limited was?---No.

And what it was to do?---No, sir. No, sir.

Any advice given about ultimate sale to Solstice?---No.

30

Well, these minutes purport to record these matters were discussed by way of a resolution.---Well, I don't recall it.

You don't recall any resolution along the lines that you see on this page? ---No.

Do you consider you have a good member for board matters?---Oh, like back then, yes, now, it's been a bit of time.

Yes.---Yeah.

40

MR CHEN: I just want to cover a couple of issues off now if I can with you, Mr Slee. During the course of this meeting did Mr Green ever say that he had signed a guarantee involving Sunshine in December of 2015?

---Oh, I can't recollect.

Right. Have you ever had any discussion with any of the board members about signing a guarantee?---No.

Is that something you know anything about in relation to any of the time that you spent as a board member?---No.

Did Mr Petroulias tell the meeting that he received substantial sums of money in a transaction apparently involving Land Council land?---No, I don't recall.

10 Well, that was something I take it you would remember, would you not, if Mr Petroulias said I've managed to secure many hundreds of thousands of dollars in selling an interest in Land Council land, wouldn't you?---Oh, well, if it was hundreds of thousands of dollars, yes.

Well, it would come as a bit of a shock to you, I take it?---It would, yeah.

All right. Did Mr Petroulias tell you that he was a bankrupt?---No.

Did he tell you that he had some convictions?---No.

20 Did Ms Bakis disclose that she was or had been in a domestic relationship with Mr Petroulias at any stage?---No.

Did Ms Bakis tell you at any point that Mr Petroulias had been convicted of criminal offences?---No.

Or that he was a bankrupt?---No.

Did she tell you that he wasn't a lawyer?---No.

30 Did Mr Green tell you any of these matters?---No.

Did he tell the board of any of these matters at any meeting you were at? ---No.

Did Mr Green or Ms Dates ever disclose at this meeting or at any time they'd signed agreements with Solstice?---No.

40 Did Ms Bakis tell this meeting that she was in the process of still negotiating with and dealing with the lawyers for Sunshine?---Not that I recollect.

Well, that would have been something that I take it would have been important.---Yes, of course.

And would you have remembered it if she had said I'm still dealing with Sunshine. I've documented a transaction with them?---Mmm. Well, it's something you would remember.

Did she disclose to the meeting that she had in fact redrafted some agreements with Solstice?---I can't recollect.

Did Mr Petroulias tell the meeting on 8 April that he had in fact incorporated the company described as Awabakal LALC Trustees?---I don't, I don't recollect that.

And did Mr Green disclose that he had any connection to that entity at all?  
---No.

10

Have you ever heard of at any time – I withdraw that. You were a Land Council member long before you became a board member. Isn't that right?  
---Yes.

Have you heard of any transaction involving the Land Council having a trustee appointed to somehow be an intermediary between transacting parties?---No.

20 Now, would you have a look, please, at the minutes of 6 May, 2016. Volume 14, page 198. Now, I've asked you some questions about this meeting in the context of the letter that you received from Knightsbridge North Lawyers. Now, do you recognise those as the typed minutes of the board meeting on that day, Mr Slee?---Yes.

And it records you as being in attendance.---Yes.

Now, are you able to say whether you received an agenda before that meeting or not?---No.

30 Based on the way in which meetings had been called and agendas had been provided in the past, do you think it's likely you were given one or not?  
---No.

You're agreeing you were not given one or given one?---At, at the board meeting itself there would have been one produced.

40 I see. Would you have a look, please, at page 199. I'm sorry, 201. I apologise. Page 201. You will see there are a number of resolutions there, "Owing to a failure to come to terms with the Solstice Group," et cetera. Do you see that?---Yes.

And resolution 2. Do you see that?---Yes.

What was the discussion at the meeting, Mr Slee, about what had happened with Solstice?---I, I can't recall.

Do you know who raised it and who spoke to it?---No.

Well, it wasn't you I take it?---No. No.

It must have been one of the other board members?---Yes.

And do you recall there being any discussion at all about why the Solstice proposal should be rejected?---Not that I can recall.

Now, Mr Walsh has told the Commission that he didn't move this motion. Do you know who moved the motion?---No.

10

It wasn't you though?---No.

Now, would you look, please, at volume 15, page 73. Do you recognise those as the typed minutes of the board meeting of the Land Council on 2 June, 2016?---Yes.

And you will see that you don't appear to have been recorded as an attendee?---Yes.

20

Now, just scroll down, please. Do you think you were given an agenda for this meeting at all, Mr Slee, based on what appears to have been the practice in the past?---Not, not, not that I can remember.

Was there any discussion – I withdraw that. You'll see at point 5, so at page 74, it says, "Despina spoke about resolution that they would like for board to pass." Do you see that?---Yes.

And then there's a motion that's moved by Jaye Quinlan and seconded by Lenny Quinlan. Do you see that?---Yes.

30

That the Awabakal LALC board agrees to the replacement of Advantage for Solstice for the collaboration and development of the Awabakal Land Council and the Advantage transactions. Do you see that?---Yes.

Prior to this point, which is 2 June, 2016, had you heard of Advantage? ---No.

Had any information been given to you as a board member about who Advantage was?---No.

40

What the Advantage transactions were?---Not that I can recall.

Well, if you link this all up together, Mr Slee, it's now proposing that there be some sale involving or some transaction involving the Awabakal LALC trustees, Advantage, involving Land Council land. Is that something that you would remember?---Yeah, certainly.

All right. And were you given any notice at all or were you spoken to about any board member that that was a resolution that they were being asked by Despina for the board to pass?---No, no.

If you were at this meeting would you have opposed it?---Well, yes, yes.

Why would you have done that?---Oh, like, like, like, like I said, like I said before, I'm against selling the Land Council land, you know. I'd argue about anything on that.

10

Now, would you look please at volume 15, page 95. This is a meeting which happens very promptly after that resolution had been passed, that is within five days, that the Advantage transaction is now up and running. Do you see that?---Yes.

And do you recall being given an agenda for this meeting, Mr Slee?---Not, not that I can remember.

20

Do you recall attending this meeting at all where some people apparently from Advantage attended to give a presentation to the board?---I, I remember something being mentioned about Advantage given a chance to, to present something to the board and also to a members' meeting. Exactly when, I'm not sure.

The minutes don't appear to record that you attended a meeting on this day, Mr Slee.---Yeah.

30

If you just assume that for the moment. Do you recall being given notice for this meeting?---Not, not that I, not that I could recall. There are, there were times where I wasn't given notice for meetings.

Assuming you didn't attend for the moment, Mr Slee, were you given any information about what these agreements were prior to 7 June, 2016?  
---No.

Do you know what it's referring to when it says, "Update on sale, development and joint venture collaboration with Advantage Property Expert Syndications?"---No.

40

It appears to be that the only attendees on that day of the board were Ms Dates, Mr Quinlan, Micky Walsh and Jaye Quinlan. Were you aware of a board meeting only ever having four of a good number of the board members present?---No.

Are you able to explain why a board meeting proceeded with only four board members?---Well, I, I can't explain it 'cause I wasn't there.

THE COMMISSIONER: What was a quorum?

MR CHEN: Five, well, five.

THE WITNESS: (not transcribable) five, yes.

THE COMMISSIONER: What was it?---Five.

Five.

10 MR CHEN: Are you able to explain why within five days of a prior board meeting this has been set up and the agreements have been signed?---I don't know.

Now, Mr Walsh has disputed that he seconded the motion, but you're not able to assist because you weren't there.---No.

But I take it if you were there, would you have supported such a motion?  
---Oh, I'm not sure (not transcribable) really know what, what the whole, what the whole system, situation was with the deals.

20

And you'd want to know a bit more about it?---Yes, yeah.

And you'd want to know that it's in the best interests of the - - -?---Best interests of the Land Council and its members, yes.

Now, do you recall that the Land Council had decided to commence proceedings against the Minister, the Registrar and the New South Wales Aboriginal Land Council?---I, after the fact, yes.

30 Were you involved in any decision to support the commencement of proceedings against those three parties?---No, I wasn't. I, I never even received notice about the meeting.

Would you have supported the commencement of proceedings against those parties?---No.

You know that proceedings were commenced, don't you?---Yes, I'm aware of that.

40 And the upshot was that it went nowhere.---Yes.

And did you come to know that Knightsbridge North Lawyers commenced the proceedings on behalf of Land Council - - -?---Yes.

- - - but ultimately ceased to act near the end?---Yes.

Did you understand they no longer acted for the council?---Yes.

And new lawyers were appointed, do you recall? A gentleman called Nicholas Dan?---Yes.

Do you remember him attending a meeting?---Yes.

And do you remember him giving a presentation to the board about whether the proceedings should continue or not?---No, I don't remember any such thing.

- 10 Do you recall receiving or seeing any written advice as to why the proceedings against the Minister, the New South Wales Aboriginal Land Council and the Registrar should be commenced?---No.

Do you understand what it was designed to achieve?---I'm, I'm not too sure. I could assume but it's not the, it's not the right thing - - -

Well, it appeared to have at least a purpose of trying to stop the appointment of an administrator.---I agree on that.

- 20 When you say you agree on that?---I, that's, that's my thoughts. That's it. Because - - -

And there was also a challenge to the report that the Registrar had prepared, namely Mr Wright, did you know that?---Ah hmm. Yes.

And Mr Wright had conducted his own investigation, as you know.---Yes.

And that involved examining the conduct of Ms Dates and your son.---Yes.

- 30 And did you know that the board apparently had resolved to try and challenge that report?---I wasn't aware of that part of it.

THE COMMISSIONER: Mr Chen, do we know whether Knightsbridge Lawyers ever sought council's advice before commencing any of those proceedings?

MR CHEN: I believe they did, Commissioner. I do believe they did.

THE COMMISSIONER: All right.

40

MR CHEN: Now, I want to move to a new area now, Mr Slee. Your son, Steven Slee, was the chief executive officer of the Land Council for about a year or so prior to him being suspended. Do you remember that?---Yes.

And he was suspended in about February, or early February 2015.---Yes.

And were you given any notice that he intended, sorry, that he was to be suspended prior to the suspension actually occurring?---No. No notice.

At any board meeting you'd attended up to February of 2015, had there been any discussion about any problems with your son or his work performance, so far as you're aware?---No.

And you obviously were not consulted about whether he should be suspended or allowed to continue in his role.---No.

10 You understood the Registrar gave advice to the board members, do you not, about what should happen pending an investigation that he was proposing to undertake?---Yes.

And did you understand his advice was that Mr Steven Slee should remain in the position pending the outcome?---That's correct.

Was that advice ever discussed at any board meeting you went to?---No.

20 He was stood down was he not or suspended by Ms Dates and Mr Green?  
---Yes.

And did they ever tell you why they were suspending him?---No. There was, there was a board meeting about, like about Steven being stood down and such things and the reason why but I couldn't attend because of conflict of interest.

30 I understand. Did you come to know as well that in the middle of the year, in June, 2015, there was a board meeting to discuss his reinstatement pending the outcome of the report from the Registrar?---No. If there was I wouldn't have been able to attend.

There was ultimately a meeting wasn't there on 6 August, 2015 at the offices of PKF when the Registrar's report had been completed?---There was.

And the Registrar in fact requested a meeting take place did he not?---He did.

And you attended didn't you?---Yes.

40 But you weren't permitted because of a conflict to participate in whether Mr Slee, your son, should be reinstated or not?---That's right.

Now, the Registrar gave advice did he not that he had found no evidence of wrong doing against your son?---That's correct.

He also told the meeting did he not that he had found evidence of misconduct against Ms Dates?---Yes.

And he was proposing to issue a penalty at some later point in time against her?---That's correct.

And Mr Ian Sheriff, the lawyer for the Land Council, attended that meeting didn't he?---He did.

And he also gave advice didn't he that in light of the recommendations of the Registrar that Mr Steven Slee should be reinstated to his position?  
---That's correct.

10

And the Registrar said as much as well didn't he?---Yes.

Now, Mr Richard Green, however, moved a motion to have your son terminated forthwith didn't he?---He did.

Now, you weren't able to participate in the voting on that motion were you?---No, not at all.

20

Were you in the meeting whilst there was a discussion about whether that should take place?---Just for a short period of time.

In the, sorry.---Ian Sheriff, our, the legal representative, told it was illegal for him to proceed with this, you know, with what they were doing and that and then I had to leave.

30

Did you hear at any point when you were in the meeting why Mr Green wanted, in light of what the solicitor had said and what the Registrar had said, why he wanted your son terminated?---No. Richard Green never put anything forward.

What about after the motion had carried which you knew, did he ever explain to you why he - - -?---No.

- - - thought he should be dismissed?---No.

Now, the motion as you know was passed and your son was terminated.  
---Yes.

40

And at any point – I withdraw that. You knew that Lenny Quinlan supported that motion did you?---I did.

And did Mr Quinlan ever provide you with any explanation as to why Mr Steven Slee should be terminated?---No.

Did any of the other board members who supported the termination of your son ever give you a reason?---No.

Did you ever request one?---No.

Now, your son made a claim that he was defamed and wrongfully terminated. Did you know that?---Yes.

And he was paid a substantial sum of money by the Land Council.---Yes.

Were you asked to participate in any decision about whether he should receive money or how much he should receive?---No.

10 Was it ever raised as a topic, albeit that you weren't privy to the discussions, for discussion at any board meeting you went to?---No.

Now, you excused yourself from any motion that dealt with your son did you not?---I did.

As a board member?---Yes.

20 And that's because voting on something that could affect your son, then the CEO, would be seen to be as a board member, how would you consider it if you were voting for or against something in favour of your son?---In favour of my son, no, it's illegal. It's the wrong thing to do. It's a conflict of interest.

And you know that the acting CEO was Nicole Steadman when your son was terminated?---Yes.

And she continued in that role for a good part of 2015 and into 2016.---Yes.

30 And you know that when the effect of the vote involving Steven Slee on 6 August, 2015 - - -?---Yes.

40 - - - the effect of that would mean that Nicole Steadman would stay in the role as the CEO?---Yes. There was a meeting, there was a meeting prior to all this happening with, with the State Land Council in attendance, about, about certain other matters, but one, one of, one of, one of the things that come up was, I'm not sure whether it was Richard Green or Debbie Dates put a motion up that Nicole be offered the position as acting, like, acting, acting CEO. Because of conflict of interest and the State Land Council being there they were asked to leave the room because of conflict of interest.

Sorry, who was asked to leave the room?---Oh, sorry, Debbie, Debbie, Jaye, Lenny Quinlan, 'cause they're family. Nicole Steadman is partner of Lenny Quinlan. Anyway, the motion, the motion in, in general was defeated, so, so Debbie Dates, Lenny Quinlan and Jaye Quinlan were invited back in. The State Land Council representatives understood what, what, what was, what was wrong, they asked if there was somebody temporary we could put into the position. I suggested Ronnie Gordon. He's a, he was a long-serving

CEO of the Awabakal Land Council for a great number of years. Debbie Dates and that just rejected that straightaway and the end result, as soon as, soon as she'd said that she shut the meeting down and they all walked out.

So they excused themselves from voting in that context but - - -?---Yeah.

10 - - - in the context of the decision to terminate your son, notwithstanding that Nicole Steadman would be the potential beneficiary of a decision to terminate your son, they didn't excuse themselves in that situation?---No, not at all.

Right.---Not at all.

20 Did you think that was a proper thing to do or not?---I don't think so. I, I, I think, I think Debbie Dates should have excused herself on the fact that my son had written, had done up a letter, written, a written letter of complaint against Debbie Dates and he'd presented it to a board member who presented it to Richard Green and another member of the board and nothing more came of it.

I'll come to that in a moment.---Yeah, I'm sorry.

That's all right, but I understand the point that - - -?---Yeah.

- - - you're telling the Commissioner about.---Yes.

30 But did you not think more directly that there was a potential conflict at least involving Lenny Quinlan, who was the partner of Nicole Steadman? ---Oh, look, at, at, at the time, because of what was happening with my son I never thought about outside of that at that present time.

Commissioner, I notice the time. I won't be much longer after lunch.

THE COMMISSIONER: Very well. We'll take the luncheon adjournment. We'll resume at 2 o'clock.

**LUNCHEON ADJOURNMENT**

**[12.58pm]**

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