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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE PETER HALL QC
CHIEF COMMISSIONER

PUBLIC HEARING

OPERATION SKYLINE

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TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON THURSDAY 12 APRIL, 2018

AT 10.00AM

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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, Mr Rhee is still to complete his evidence. Would it be convenient to start with that now or to – Mr Balafoutis is here obviously representing Mr Zong as well. Commissioner, I don't know whether you'd be assisted from hearing briefly from me as to what I thought about Mr Petroulias's application to further cross-examine Mr Zong.

10 THE COMMISSIONER: Yes. Well, I think we should finish the present witness.

MR CHEN: Yes, Commissioner.

THE COMMISSIONER: And then we'll move on to Mr Zong.

MR CHEN: Yes, Commissioner.

20 THE COMMISSIONER: Yes. Mr Sayed. Mr Sayed, was it an oath or affirmation you took yesterday?

MR SAYED: Affirmation.

THE COMMISSIONER: Yes, thank you.

THE COMMISSIONER: Yes, take a seat. I yesterday made a declaration pursuant to section 38 in respect of the evidence of the present witness, Mr Sayed. I make a further declaration in the same terms in respect of his evidence today.

10 **I YESTERDAY MADE A DECLARATION PURSUANT TO SECTION 38 IN RESPECT OF THE EVIDENCE OF THE PRESENT WITNESS, MR SAYED. I MAKE A FURTHER DECLARATION IN THE SAME TERMS IN RESPECT OF HIS EVIDENCE TODAY.**

THE COMMISSIONER: Yes, Mr Chen.

MR CHEN: Thank you, Commissioner.

20 Mr Sayed, yesterday I asked you some questions about the Solstice dealings that you had in late 2015 and 2016. Do you remember that?---Yes.

And I think you said that on or about 6 November, 2015, you forwarded on the valuations prepared by Diamond Valuers to Mr Strauss or Mr Kavanagh?---Yes.

Yes. And the purpose of that was for you to open up some dialogue with them about those properties?---Yes.

30 And you mentioned that you'd done so to Mr Petroulias. Isn't that right?---I'd sent that to him as well, you mean?

No. You mentioned to Mr Petroulias that you'd sent these valuations to either Mr Strauss - - -?---Oh, yes, yes.

- - - or Mr Kavanagh?---Yes.

40 Mr Sayed, would you mind just allowing me to ask the questions? I'll let you answer. It's just it's being recorded and transcribed. Would you mind? Now - - -

THE COMMISSIONER: I think the point is, don't chop across the tail end of the question. So if we can get the question out and then you'll have the opportunity to respond.

MR CHEN: And you were in contact, were you not, with Mr Petroulias about the dealings that you were having with Mr Strauss and Mr Kavanagh in late 2015. Isn't that right?---Yes.

And you were keeping informed about what you were endeavouring to do, namely to try and, if possible, arrange a deal with them in relation to those five properties?---There was more than five.

Well, anyway, it included those five, didn't it?---Yes.

It included those five that were the subject of the transaction with Mr Zong. Isn't that so?---Yes.

10

And you also were in contact with Ms Bakis about this, were you not?---I can't recall.

You've got no recollection at all of speaking to her about you making contact with Mr Strauss and Mr Kavanagh in relation to some of these properties that were the subject of the Sunshine transaction?---I would have sent through an email.

20

All right. So you were in contact with her?---Most, most likely, yes.

And why were you keeping Mr Petroulias informed in late 2015, that you were making these contacts with Mr Strauss and Mr Kavanagh about this land?---Well, part of the, Mr Zong's deal, the agreement hadn't been met. So it didn't look like it was going to go through. Plus all the other things. There were a few factors that didn't, didn't pan out.

All right. That's what Mr Petroulias told you, was it?---Yes.

30

All right. And was that in an email to you or was that in a discussion you had with him?---Well, the first one was on the, when we went up to Warners Bay. I think a \$1,000,000 or something was supposed to be paid on that day and I think only \$200,000 was paid or something like that. That was the first thing that it didn't look like it was going through.

We'll just come back to my question.---Ah hmm.

I know that's what you're saying, but I asked you a different question, Mr Sayed. Do you understand?---Can you repeat the question, please.

40

I'm asking you, was the information that Mr Petroulias provided to you about this Sunshine deal having some problems in an email or was it in a discussion?---Oh, it could have been both. I, I can't recall. It could, could have been a discussion, yes.

And why were you dealing with Mr Petroulias at this time in relation to that property?---Well, once the exchange happened then I knew Gows Heat was involved and he was the owner.

Right. So he had the rights, is that so, as you understood it, to at least five of these properties that were being offered to Mr Strauss and Mr Kavanagh?
---Yes.

And you mentioned some other properties, though, as well, didn't you, in your earlier answer?---Yes. Yes.

And what was Mr Petroulias' interest in those properties?---They were through Awabakal. There was, I, I think there was some unclaimed land.

10

All right. Well, what was Mr Petroulias' interest in those properties?---Oh, just as an introducer.

Right. And what was his connection to the Land Council?---He had the option on those properties.

Well, which properties are you talking about? The five or the others that you referred to earlier in your evidence?---The five.

20

Would you mind just sitting back a bit from the microphone, Mr Sayed, if you wouldn't mind.---Sure.

I think there's some difficulties if you sit too close. But you mentioned in your earlier evidence to the Commissioner that there were some other properties that were being offered to Solstice, namely Mr Strauss and Mr Kavanagh. Isn't that right?---Yes.

And my question is directed to what was Mr Petroulias's interest in those properties?---Just as an introducer.

30

Well - - ?---I don't know the exact details.

Well, did you ask him?---No.

So on what basis are you going around to Mr Strauss and Mr Kavanagh offering property which is apparently as you understood it owned by the Land Council to others?---That's how I did it with the other five.

40

Right. Well, you know at least by 23 October, 2015, as I understood your evidence, that Mr Petroulias had at least an alleged right to five properties via this Gows Heat heads of agreement. Isn't that so?---Yes.

So what was the footing upon which you were proceeding in these discussions you were having with Mr Strauss and Kavanagh about these other properties?---The same I did with the other five at the, when I started with the, the first five I didn't know that Nick was involved and so I assumed the other, the other ones were the same.

How many of them were there?---Oh, there's heaps.

Well, how many?---A dozen or so.

Do you know?---Not, I can't recall now, but yeah, there was more than five.

Right. Well, are you saying there's more than five because it included the five that were the subject of the Sunshine transaction?---No, there was more than five.

10

Well, answer my question. Are you saying there's more than five because it included the properties the subject of the Sunshine transaction?---Yes.

Right. So what were the other properties?---There were some that were adjacent to the properties, there were some one, some other ones in other suburbs.

Right. And what was their value?---No idea.

20 What were their addresses?---I don't know.

You didn't ask Mr Petroulias?---No, I would have, I would have been given a file.

Who from?---I think it was either Richard or Nick.

With all these other properties in it. Is that right?---Yes.

30 And so what was your contact with Mr Green in this time period, Mr Sayed?
---Oh, I saw him at the Council and probably a few times after that.

Did you discuss with him that you were dealing with Mr Strauss and Mr Kavanagh in the period of a month or so after the Sunshine deal had been signed?---Yeah, I think so.

And did you meet with Mr Green?---Hmm, I – with, with Solstice or just Richard directly?

40 I haven't sought to limit it in any way.---Yeah, probably, yes.

Well, how did you get this file?---It was handed to me.

By who?---I think it was emailed to me.

By who?---I don't know.

So it's either Mr Petroulias or Mr Green has emailed it to you.---Yeah, Awabakal, yes.

Right. And did you speak to Mr Green about why he was making you the point of contact to deal with or why he was agreeing for you to be the point of contact for you to deal with Mr Strauss and Mr Kavanagh?---Yeah, because I, I, I approached Ryan.

Right. But did you speak to Mr Green about why you were dealing with this property apparently with Mr Strauss and Mr Kavanagh?---No.

10 I'm just missing a step here, Mr Sayed, and I'm asking you to assist if you can. You've obviously spoken to Mr Green that you were dealing with Mr Strauss and Mr Kavanagh. Isn't that right?---Yes.

And you were telling him that you were trying to arrange another deal including the five properties that were the subject of the Sunshine transaction with Mr Strauss and Mr Kavanagh?---Yes.

And it included many more properties that you can't identify?---Yes.

20 Which are apparently contained in this file that you were sent?---Yes.

And he agreed to all this, did he?---Yeah, I think, I believe, I'm not too sure but I think Awabakal sent me the file or handed me, they've got DP numbers or lot numbers.

My question was he agreed to it, did he, or not?---Richard?

Yes.---Yes.

30 And you spoke to him about that, about you dealing with the land on behalf of the Land Council in that way, did you?---If, yeah, if I recall, yes.

And what was your arrangement to be to get paid if this transaction was to succeed?---I was going to get paid at the back end.

By who?---By Strauss.

All right. And how much were you to get?---I think it was five per cent or 10 per cent.

40 Of what?---Of the net profits.

And what was the net profit to be, Mr Sayed?---Speculation.

Were you to get paid what when settlement or rezoning occurred?---No, no, when the whole development was going through, so the construction, the process, the subdivision and so forth.

So what's the timeline for you to get paid?---Five to seven years.

So you weren't to get anything at all for five to seven years if this deal came off?---No, no, I was going to get a spotter's fee up front and then at the backend five to 10 per cent.

So what was the spotter's fee?---I think it was 150 or 250.

Who was to pay that?---Strauss.

10

THE COMMISSIONER: So 150,000 to 250,000?---I think off memory, I can't recall.

MR CHEN: And this was discussed when?---Probably midway or after, not too sure.

Well, let's put a beginning and end point to that. When?---Well it's hard to say because we didn't know that he was interested into the property until later on, so it could've been December, January, I'm not too sure.

20

Well you know, don't you, Mr Sayed, that a draft agreement was prepared, don't you, involving amongst other parties, the Land Council and Solstice in November of 2015?---Yes.

You understood, didn't you, that by that stage a signed contract had been completed, at least by Ms Dates and Mr Green?---In December?

November 2015?---No, no.

30 Didn't know that at all?---November, no. I can't recall the dates, no.

Do you have a problem with recalling the detail of the Sunshine transaction?---In terms of the contract?

In terms of the events that occurred during the course of the Sunshine transaction?---Yeah, it happened a while ago so I'm trying to remember the best as I can, yes.

40

And you're doing your best, are you?---I'm doing my best, yes.

Have you tried to fully and completely answer the questions that I've been asking of you about the Sunshine transaction, Mr Sayed?---Yes, to the best of my knowledge. Yes.

You didn't remember a lot of things yesterday, did you, about the Sunshine transaction, did you?---I tried to answer them as best as I can, yes.

And what about Solstice? Have you been attempting to fully and completely answer, to the best of your knowledge, the questions I've been asking of you?---Yes, I have.

And you'd accept, would you, that your recollection appears to be incomplete?---Yeah, it happened two years ago. Yes.

How many other deals have you been involved in, in the last two or three years, where you got paid at least \$125,000, Mr Sayed?---Just one.

10

Right. And how many other deals have you been able to bring to finality that involved any form of payment other than the Sunshine transaction?---One.

Right. What was that?---That was a property for another client.

How much did you get in that transaction?---It was 135.

20 And as I understood your evidence yesterday, you weren't working, or you're not currently working?---No, that's right.

And that's been the case for how long, Mr Sayed?---A few months.

And is that your only source of income in the last couple of years, those two transactions?---Ah, no, I've done some finance deals.

But in terms of land deals, are they the only two that you've done?---Yes.

30 Have you been speaking to Mr Petroulias about this transaction at all recently?---No, just yesterday we met outside.

When?---Before I came in.

You mean before you gave evidence?---Pardon?

Before you gave evidence?---Yes.

And did you discuss the transaction at all with him?---No, no.

40 Have you discussed it at all with him since the Sunshine deal fell apart?---No, I haven't spoken to him since it fell apart.

THE COMMISSIONER: When did you last speak to him?---Yesterday.

Prior to that, approximately?---I probably maybe spoke to him once or twice after that.

When you say after that, approximately when are you talking about, what year?---Oh, 2016, end of, mid through 2016.

But not since then?---No.

Apart from yesterday?---Yesterday, yes.

10 MR CHEN: Now, I asked you some questions yesterday, Mr Sayed, about the dealings you had with Debbie Dates. Do you remember that?---Yes.

And you had spoken to her, had you not, about this potential deal with Solstice. Isn't that right?---Yes.

And you had told her that a payment could be made to her if she could facilitate the deal. Isn't that so?---Yeah, once she lost her position, yes, that's right.

20 And you in fact had a far more detailed conversation with Ms Dates though, didn't you, about what her role would be if she got the, sorry, to assist in getting the Solstice deal through. Isn't that so?---Yes.

And you spoke to her in terms that she would agree to sign the contracts that had been drawn up. Isn't that right?---Well, if she was still at the Council, yes.

Well, she's hardly going to sign a document if she's not, Mr Sayed.---That's right.

30 Would you agree?---Yeah, yeah.

And you also agreed, also you spoke to Ms Dates about her getting the CEO to sign the contracts as well if needed. Isn't that right?---Well, the contracts needed those two people to sign them so whoever it needed to be. With - - -

And that's what you spoke to her about?---Yeah. But it's got to go through the board.

40 Just attend to my question if you would at the moment. I'll take you through this. I'm just asking about what you spoke to her about. Do you understand?---Okay, yeah, but there's other, there's other steps in place before it comes to them two.

Now, Mr Sayed, you agree, do you not, that you spoke to Ms Dates about not only her signing it but anybody else within the Land Council who needed to sign the contracts?---Correct.

And she agreed to do that?---If the board agreed, yes.

Well, no. You see you spoke to her in terms that she would endeavour to persuade the board to come around to the Solstice deal. Isn't that right?
---Well, persuade or the board's got to vote, 10 members have got to vote on the actual signing.

And she would also assist in getting approval from the New South Wales Aboriginal Land Council?---Yes, they'd have to write to them to get approval, yes.

10 But - - -

THE COMMISSIONER: No, that's not the question. Just put it again.

MR CHEN: And that she would support the approval going forward to the New South Wales Aboriginal Land Council.---Yes.

And she would assist you and Solstice in that proposal?---Well, Awabakal would have to assist us, yes.

20 No, I'm asking, she agreed to assist?---Well, obviously, yes, she would have to.

And for her assistance in facilitating this deal with Solstice you had agreed with the input of others to pay her a sum of money. Isn't that right?---No.

So when you told the Commissioner yesterday that there was discussion to pay Ms Dates \$450,000, where is that coming from?---From Strauss Development.

30 All right. Well, irrespective of where that money's coming from, the arrangement that you had made with her was that she would receive money for supporting and facilitating the progression of the Solstice proposal through the board of the Local Land Council and through to the New South Wales Aboriginal Land Council. Isn't that right?---No.

And what's wrong about that?---If, if she was still working at Awabakal she wouldn't be entitled to anything, she'd get paid if she got dismissed because of the investigation.

40 Well, just explain if you would to the Commissioner how that deal works. So if she gets dismissed she gets \$450,000, does she?---No, she'd be working for, for Strauss Development as a lobbyist to get the project through.

Right. So what skills does Ms Dates have, if she's been terminated from the board, to get anything through the local Land Council or the New South Wales Aboriginal Land Council?---She didn't need any skills. We needed, we needed the board members to vote and then we needed the community

members to vote and then she had maybe, I think what she said was 50 or 60 percent of the votes. So you don't, you don't need a skill to get it through.

Well, if she's dismissed from the board, Mr Sayed, and she receives this payment, what's she going to do?---Get it through.

But explain how?---By the voting system.

10 Well, explain the voting system if she's not on the board. How's she going to be participating in the discussions of the board, Mr Sayed?---As I mentioned, she's got family members that are on the board and then she's also got family members that are in the community.

Is that what she told you?---Yes.

And that's what she agreed to do agreed to do. Is that it?---Yes.

20 So that's the arrangement that you say had been established between you, Ms Dates, Mr Strauss and Mr Kavanagh?---Correct.

And you were the person who put that arrangement together, isn't that right?---With Ryan.

Right. But you spoke to Ms Dates, didn't you? You were the one who was speaking to her.---Yeah. But I had to get authority from Ryan.

30 THE COMMISSIONER: Just on that, at this time that you're dealing with Ms Dates about the Solstice proposal, you knew she was on the board of the Land Council?---Yes.

Did you know she was the chair of the board?---Yes.

Did you know she was an influential member of the board?---Yes.

Yes.

MR CHEN: So Mr Sayed, this Solstice deal, if it was to go through, what was Mr Petroulias going to get?---I don't know.

40 You didn't ask him?---No.

Well, did it involve him or not?---Oh, yes, yes, yes.

Right. How did it involve him?---Well, he still had the options.

Over what? The five lots?---Yes.

And were you speaking to him about the other lots as well?---Yes.

And in what capacity are you speaking to him about those other lots?---Oh, if a claim is being put through for some certain, the Council would put a claim through to the Commonwealth to obtain other lands. So, if anything else came through.

10 Mr Sayed, as I understand it, you in your mind make a strict demarcation between Mr Petroulias' rights that apparently exist under the Gows heads of agreement and other lots. Is that the case or not?---No, no. I'm only aware of the five that he had control of.

But you were speaking to Mr Petroulias, were you not, throughout the end of 2015 and into 2016 about this proposed transaction with Mr Strauss and Mr Kavanagh, were you not?---Yes.

20 And you were keeping him abreast of all the developments that were occurring such as the discussions you were having with Ms Dates?---No. That happened after. I wouldn't have informed him about the Debbie Dates if it fell through. I think that was April or something.

Well, Mr Petroulias was still on the scene, as it was, in April of 2016, Mr Sayed, wasn't he?---Yes.

And he was still apparently well involved in Land Council affairs at that time, wasn't he?---After that, I didn't communicate with him.

At all?---No. After the Solstice deal broke down, I didn't communicate - - -

30 Well, I asked you before then, Mr Sayed.---Yep.

I'm asking you before then. You were keeping Mr Petroulias abreast of the developments before then, were you not?---They were communicating, yes. If, if I got anything from Ryan or Andrew, I'd forward it on to Nick and the solicitor, or any correspondence.

And you were also speaking to Mr Petroulias, were you not, in this time period?---Yes.

40 And did you know whether Mr Petroulias had a role in why the Solstice deal didn't proceed?---I only got the minutes. And obviously, obviously in terms of the agreement that was being put in place.

And that's when you sought to resurrect the deal directly with Ms Dates and the two from Solstice?---Yes.

Because you told them that you had well established connections within the Land Council?---Yes and no, yes.

Well, that's what you said in the email I took you to yesterday.---Yep.
Okay. Yes.

Now, were you involved in any discussion with Mr Rhee or Mr Zong about releasing a part of the deposit that was paid by Mr Zong in the period from the middle of 2015 or not?---No.

Got no recollection of being involved in any discussions about that?---The deposit, which deposit, the 48 or the, which one, sorry?

10

I'm asking you whether you had any discussions relating to the release of any part of the deposit?---I would have, I said my opinions but my opinions didn't matter, it depended on what Mr Zong and Nick agreed and the Awabakal agreed upon.

Did you have any involvement in discussing that or not?---Yes, I sent an email. Yes.

And who did you send the email to?---To Keith.

20

About what?---About the split of the deposit.

Why did you send such an email?---Because, I don't know.

Well you must know, you sent an email to somebody about the split of a deposit. Why?---To get my commission.

30

That's what you thought?---That was the original, yeah, the original deal, I saw it yesterday up on the monitor. I couldn't recall it but, yeah, that was my original presumption and then it didn't go through, they changed it to 250,000.

You don't know anything about releasing a portion of a deposit that Mr Zong paid into the trust account of Knightsbridge North Lawyers following the agreement that was reached in the middle of 2015?---No, no.

Do you know the United Land Councils?---Yes.

40

Do you have any association with that entity?---Yeah, that's, I think the last time that we met here I mentioned that to you.

What's your association with the United Land Councils?---I was engaged to get all the local councils signed up for growth and economic growth.

Who got you to do that?---The company. Richard was working there, Nick and what's his name? What's his name? Greg Vaughn.

I'm sorry?---Was it Greg Vaughn, I think?

I don't know.

THE COMMISSIONER: Say again?---Greg Vaughn or something.

Greg Vaughn?---Yeah, John Vaughn or something.

MR CHEN: Who is Greg or John Vaughn?---I think he was the chairman.

10 Speak into the microphone if you would, please?---I think he was the chairman, I'm not sure.

THE COMMISSIONER: Was it Greg or was it John?---Something, Mr Vaughn, Mr Vaughn.

Do you know what his Christian name was?---No.

It was either Greg or John, was it?---Yeah.

20 MR CHEN: So it's Richard, Greg or John Vaughn and who else?---There was Billy Campbell, and - - -

THE COMMISSIONER: Billy, is it, Billy Campbell?---Yeah, or William Campbell.

Could I just ask you, when you said you were engaged to sign up to these local councils, what's that mean, sign up to what?---Just become a member of the company.

30 For what purpose or objective?---Economic growth, so for example they've got the land, we either try and find people to lease the properties or use their lands, for example, cattle or stuff like that. Some areas, some areas, like we went up to (not transcribable) and stuff like that.

And does the signing up also include this economic development?---Yes.

Involve sale and development of the land?---Most - - -

40 Is that the objective, I mean, or what are the objectives?---No, the objective was to utilise their land better.

Utilise their land better?---Mmm. So they've basically got, they've got lands there that are just doing nothing so, ah, one, we were going to, for example, there was one in Campbelltown, they had an abundance of land, we were going to put a lease, 99 new leases I think, to put a, what do you call it, a coop for, like, the markets.

Was this to be a joint venture type arrangement, was it to be a partnership, or - - - ?---No. They'd go into partnership with the company that's going in and then I think we were getting a commission or a service fee from that.

MR CHEN: Did you get any service fees as far as you're aware?---No.

United Land Council?---No, we didn't, no.

So - - -?---All – sorry.

10

No, you, you finish.

THE COMMISSIONER: Just one further question. Over what period were you involved in this activity of signing up the land councils?---Oh, that was, I think it was October through to April or May.

Sorry, that's October - - -?---October two thousand and – probably a bit earlier than that.

20

'15 or '16?---Yeah, '15. It was probably mid, mid '15 through to mid-2016 or when the Solstice deal fell through. And the reason for that was I was entitled to more money that I wasn't paid.

MR CHEN: I'm sorry, what are you referring to?---I was owed X amount of dollars for additional work that I did but I didn't get paid so that's why I left.

THE COMMISSIONER: How much were you owed?---Probably another \$20,000, 28,000 something like that.

30

MR CHEN: From who?---From United Lands.

I see. Sorry, do I understand your evidence to be that they were to pay you, they still owe you \$28,000?---Yeah, got the figure but, yeah.

Right.

THE COMMISSIONER: How does it work administratively? I mean who did you look to for payment?---Sorry?

40

Who did you look to for payment of your services in the signing up of land councils for United Land?---Ah, Nick.

Right.

MR CHEN: And so what was Greg or John Vaughan's role in this?---Ah, he was the lobbyist with the government.

He was the – pardon me, I didn't hear that?---The lobbyist with the government.

Sorry, he worked for the government, did he?---No, no, just lobby, like speak to parliament.

Right. And what was his background as you understood it?---Oh, I didn't speak to him much.

10 Did you ever meet him?---Yeah, a couple of times.

Right. And was he more senior to you in this position or what, what was the story?---Yeah, oh, it was just a, it was just a meet and greet, hello, goodbye, that's basically it.

Right. And Mr Green was involved in this, was he?---Yes.

And Mr Petroulias of course?---Yes.

20 And those two were the drivers in this United Land Councils. Is that the position?---Oh, there was, I think there was an accountant and a solicitor and so forth.

Right.---There was, yeah, there was a few people.

THE COMMISSIONER: Well, who took the lead role in the - - -?---Oh um - - -

30 - - - in the organisation United Land?---I think Richard.

And what role did Mr Petroulias have?---Just administration.

MR CHEN: Well, what does that mean?---Admin?

Yeah.---Ah, ah, payments, putting together the brochures and so forth.

Did he do any of the visiting of these land councils as well?---No.

40 Not at all?---Oh, I think we went to, there was a, I think up in Tamworth I think there was, there was a collective of all the, all the councils, like a portion of the councils, there was like, 10 or 15 so we did a presentation there.

So in the business of the United Land Councils when you had an association with them between at least from around October '15 to the middle of 2016 or perhaps a bit before then, Mr Green was in the business?---Yes.

Mr Petroulias was in the business?---Yes.

And they had been running it so far as you're aware before the time you came on board?---Ah, no. The dates could be out but yes, it was set up, yes, at around that time, yes.

And they were running that business, whatever it was?---Yes.

And so far as you are aware it never secured any income at all?---No.

10 So how was it funding its adventures?---I don't know.

You didn't ask?---No. I got paid, why would I ask? The only time I didn't get paid, that's when I asked and I didn't get paid and I left.

THE COMMISSIONER: How did you get paid?---I mentioned last hearing it was an electronic funds transfer.

By what sort of amounts?---105.

20 Sorry?---105.

105?---Yes.

Thousand dollars?---Yes.

By electronic transmission?---Yes.

30 From who?---I had to, I had a, I went back to my statements, they didn't go that far back so I've got to actually pull them from the bank, to see who the payee was.

Payer?---Yeah.

The payer?---Yeah.

When did you receive that amount of money by electronic transfer?---I think I mentioned, January, January, February '16.

40 Sixteen?---Yeah.

What did that represent? That was payment of commission, was it?---No, no, no, that was to work for the United Lands.

What was it, an upfront payment or was it a service you'd already rendered, or?---No, no, because I'd been going around New South Wales trying to sign up the councils.

Was that all that was owing at that time of the transfer, the 105,000?---No, then there's another 20 odd thousand.

On top of that?---Yeah.

Have you been chasing the 20,000 or whatever amount?---No, I gave up.

Why not?---Pardon?

10 Why not?---Because I got a nasty email.

From?---From the solicitor.

Being?---I can't recall, it said, you know, you, you don't, we don't owe you.

What firm?---Knightsbridge.

20 MR CHEN: You would have rendered an invoice, I take it would you, for this work?---No. It was, I assumed I was an employee, I wouldn't render an invoice.

Were you paid your employee entitlements as well?---I don't know.

You don't know?---I didn't, I didn't get a payslip, no.

So you just got a one off payment of \$105,000?---Yes.

And you thought, what, that was salary or wages or something, did you?
---Yes.

30 Is that really an honest answer, Mr Say?---Well, I hadn't, I'd been working for a few months prior to that, so that was like a lump sum of all the months going forward, rather than, you know, keep waiting for it, it took a while to get that, so you know, it might've been, it might've, well, obviously it wasn't payroll because I didn't get it weekly or monthly.

40 THE COMMISSIONER: Did you keep internal records as to the hours and trips and so on that you did, expenses incurred?---Yeah, yeah, I wrote everything down, where I went and expenses.

Is that to be found in a book, or?---I've got a heap of receipts, places where I've stayed and so forth, so I've got all that.

How did you calculate your hours?---Pardon?

Is there a record of the hours that you did in the course of this work?
---Yeah. Every time I, I left my, my premises, or house that I stayed in, that would commence staying, starting employment.

So you still have those records?---Yeah, yeah, I think so.

So you can work from those records the date you were working and the hours you put in and the trips you made, that sort of thing?---Yeah, pretty much. Yeah.

MR CHEN: Would you produce those to the Commission staff?---Yeah, sure.

10

You think you got, notwithstanding you started work in, or possibly before, October 2015, you don't think you were paid until some time in 2016? ---Yeah.

Without an invoice submitted by you?---Yeah, because I'd been chasing it for a while and then we agreed to get it paid straight away.

20

My question was you didn't render an invoice?---I don't know. It didn't, it wasn't, it wasn't, maybe, maybe not, I don't know, I'll find out, I can check my books.

All right. And who were you speaking to, to get the \$105,000?---Mr Petroulias.

Did you ring him up and say I want my \$105,000 for all this work I've been doing?---Well I'd been asking prior to that because there was a few months that I was working and I said, you know, I need this, I need that, I've got expenses, and then the 105 was I think early January.

30

Are you sure you're not making all this up, Mr Sayed?---No. I mentioned, I mentioned 105 to you before, last hearing.

No, no, Mr Sayed, there's no doubt you got \$105,000, is there?---No, that's right.

And you've got no doubt that it came from Mr Petroulias?---Yes.

40

But what I'm suggesting to you, is that you're really making up this story that you're actually performing some kind of paid work for United Land Councils, and you actually didn't do any work?---I did plenty of work, you can ring Merriman's, you can ring (not transcribable), you can ring (not transcribable), they can all vouch, I've even got photos that I was there doing the presentation. I'm not making it up.

What did Richard Green, what was he being paid, do you know?---I have no idea.

What about Mr Petroulias, what was he getting paid?---I have no idea.

And Mr Vaughn?---No idea.

THE COMMISSIONER: Were you there as a partner in this venture or were you just an employee or a contractor? Were the three of you, as it were, the operators of the business?---I started off as being, well, an introducer to Tony Zong and then they said can you sign up these properties? So, sorry, sign up the councils, I should say.

10 But was there some discussion about what the arrangement would be, that you'd be equal partners in this?---No, no, I think it was, it was a lump sum.

All right.

MR CHEN: Now, I want to take you back to the Sunshine agreements, Mr Sayed. You understood, didn't you, prior to the contracts being signed that the effect of the transaction would be that an agreement would be signed involving at least, or agreements being signed, at least Sunshine, Mr Zong's company?---Yes.

20

The Land Council?---Awabakal?

Yes?---Yes.

And Gows?---Yes.

And the subject matter of the agreements involved Land Council property. Isn't that right?---Yes.

30 And the money that was to be paid was to come from Mr Zong or his companies, isn't that so?---Yes.

The Land Council wasn't paying any money, were they?---No, they weren't paying me any - - -

Gows Heat wasn't paying any money, were they?---No.

And you certainly weren't, were you?---No.

40 And so the other party that was receiving payment was you and Mr Rhee for your work in bringing this deal together?---Correct.

Now, the only person you were dealing with in this transaction from the Land Council, at least to the point where the contracts were signed, was Mr Richard Green. Isn't that so?---Yes.

He's the only Richard that you were talking to in this time period. Isn't that right?---Correct.

And it was the case, was it not, that leading up to the agreements being signed, that there was an understanding, at least on your part, that Mr Green would be receiving some money. Isn't that so?---No.

And you deny that, do you?---Richard was never getting any money.

You deny that, do you?---Yes.

10 You deny being involved in any discussions about Mr Green getting a form of payment?---Yes.

And you had discussions, can I suggest, involving, in the beginning of October, Mr Rhee and Mr Petroulias where payment to Mr Green was discussed?---No.

You deny that, do you?---Richard was never getting paid, Awabakal was getting paid.

20 And those discussions, can I suggest Mr Sayed, continued until after the agreements had been signed on 23 October 2015. Do you agree with that or not?---No, I disagree because Richard wasn't getting any payment. Awabakal was getting payment.

Well that's how it should have been, as you understand it?---That's how we, that's how my recollection was, is Richard was going to get paid. When I say Richard, Awabakal was going to get paid.

30 And you actually had meetings, did you not, with Mr Zong about this?---Yes.

To discuss payment to Richard Green. Isn't that right?---No, to Awabakal.

Mr Sayed - - -?---Can I - - -

THE COMMISSIONER: Do you want to add something?---Yeah. If I mention Richard, I mean Richard as Awabakal, as the Land Council.

40 MR CHEN: I thought you said that this had never been discussed?---You're saying that I had meetings with Tony Zong, so I'm assuming it, and I saw the email yesterday from, from myself to Keith.

All right. So you saw it up on the screen, did you, in the hearing room?---Yes.

All right?---So obviously it took place.

So what are you talking about, that took place?---That there were discussions talking about the disbursement of the payments.

Do you agree then that there were discussions involving you, Mr Petroulias and Mr Rhee in early October about how monies were to be paid?---Yes.

And this is to be clear, before the agreements were signed?---Yeah, might have been, yes.

10 And you agree do you that there was in fact specific discussions about how money was to be paid to specific entities?---Yes.

And what, you say that to the extent there were any references in any emails that you've seen to Richard, in fact that really should be understood as the Land Council. Is that right?---Yes.

So the conversations that you were having, you were discussing or using Richard meaning the Land Council. Is that what you say?---Yes.

20 Right. And so what you say the Commission should understand the email to be that you saw is really just a reference to paying the Land Council a sum of money rather than a payment to Richard Green?---Yes.

Do you remember the email you saw up on the screen?---Yeah, vaguely, yes.

Do you remember there were actually a few of them, weren't there?---Yeah. I've, I've got bipolar. I will send emails left, right and centre and they don't come to fruition, like. Those figures that we had got changed by Tony and
30 Nick anyway, so whatever I said didn't mean anything.

And you in fact were at a meeting, were you not, on 26 October with Mr Zong and Mr Rhee?---I can't recall but - - -

Well, you saw the email yesterday, did you not, on the screen?---Can't remember the 26th one, if you'd like to show it to me.

Do you recall within a few days of signing this agreement having a meeting with Mr Zong and Mr Rhee in Mr Zong's office?---Possibly.
40

I'm asking whether you've got a recollection of it or not?---No.

No. And you don't recall meeting Mr Zong at all after signing of the agreement?---Oh, we, we might have met him but I don't know the dates because he was supposed to pay Keeju the full amount and he was paying it in, in instalments. So possibly but I can't remember the dates that we actually met.

Do you remember having a meeting with Mr Zong about that?---Yes.

And do you recall the subject matter of it extending beyond how Keeju was to be paid to anything else or not?---No, just Keeju being paid.

That's the sum total of what you can recall was discussed?---Yeah.

10 Right. You had discussions with Mr Petroulias though didn't you in early October 2015 about how moneys were to be split?---Yes, I gave an opinion, yes.

Well, you had a discussion with him and you came to an agreement as to how moneys would be split. Isn't that right?---No.

20 Would you just have a look, Mr Rhee, at the email you saw yesterday, which is the one of, well, at least one of them you saw, 2 October, 2015. So it's Exhibit 63, page 28. Do you see that email on the screen now, Mr Sayed?---Yes, yes.

And that was what you saw up on the screen yesterday, is it?---Yes.

And you'll see there that there's a reference to \$1.2 million commission. ---Yes.

What's that referring to?---That was what I, I deemed that we were going to get paid and then it was all up to Mr Zong whether he was going to do that or not, 'cause he changed it to 250 to Keeju or Keith and myself.

30 Well, there's no – you know what a commission is, don't you?---Yes.

It's not a payment of a fee under an agreement or an option, is it?---No.

And so you're referring to in fact money that was to come from Mr Zong to people who had brought about this transaction. Isn't that right?---Correct, yes.

40 And that's the way you always understood the term commission to be used? ---Yes.

And that's the way you use it?---Yes.

So if we look at the commission, the money that was to come to people who brought this deal about - - -?---Ah hmm.

- - - you'll see that \$1.2 million is referred to?---Yes.

And there's a reference to Richard there.---Yes.

And what, you say do you that that \$400,000 to Richard broken up in that way really should mean Land Council?---Awabakal, yes, yeah.

Is that seriously your evidence, Mr Sayed?---Yes, yes, 100 per cent.

That's not true at all, is it?---I've just told you, yes, that's, that's how I interpreted Richard as Awabakal.

10 Well, you typed this, didn't you?---Yes.

And what, you typed Richard instead of Land Council?---It's easier to write than Awabakal.

So the Land Council was going to get part of the commission, was it?
---They were going to get part of the 1.2, yes.

Right.---And I think that got changed later on.

20 THE COMMISSIONER: On what basis was Awabakal to get paid a commission?---Not a commission, they're getting something out of the 1.2 million. That was between Tony and the solicitors and Nick so - - -

MR CHEN: Well - - -?---I had no say in that.

Why would - - -?---That's my, that's my proposal because I want to try and get more but I didn't, I didn't get it, I only got 125.

30 Why would the Land Council be getting a commission?---Well, I didn't put it, I put it in as a commission but that's their portion for their, for their option fee. I don't know.

Was it?---I don't know.

Well, where are you getting this figure from?---I just made it up.

No you didn't, you said in your email, Mr Sayed, "This is what we agreed. As per our conversation the other day, the following as agreed."---Okay. Yeah, but it didn't, it didn't, it didn't happen that way anyway.

40

So this is wrong, this email, is it?---That's not what took place.

Well, it says - - -?---1.2 didn't get paid.

I'm sorry, I'm focussing on other words. It refers, does it not, to a conversation with Nick?---Yes.

And that's Nick Petroulias?---Yes.

And it's referring, because it's sent - - -?---Yes.

- - - by you to a conversation you had with him?---Yes.

And it also says, does it not, "as agreed?"---Yeah, but us agreeing and then what Tony's paying are two different things.

10 Well - - -?---You're focussing on that but that didn't happen, he only paid \$200,000, so why are you saying that this is what I've said.

THE COMMISSIONER: I think you - - -

THE WITNESS: It doesn't matter what I said.

THE COMMISSIONER: We're looking at two things here, just so that we're clear about it. We're dealing firstly with the question of agreement and secondly there may be a question of - - -?---The commission, yeah.

20 - - - payment later. We're not dealing with payment and whether it was paid or not.---Mmm.

What we're dealing with is the topic of an agreement. Now, just listen if you would and bear that in mind. Whether it was paid or not paid, whether it was changed later or not in terms of the amount, we're not concerned with that at this point in time.---Mmm.

30 At this point in time I think the questions are directed to whether A, there was an agreement, B, if there was who it was between, and C, what was the subject matter of that agreement.---Your Honour - - -

Sorry, I - - -?---Your Honour, there was agreements made - - -

Yeah, well, we're dealing with - - -?--- - - - five or 10 times.

We're dealing with the agreement - - -?---You're only focussing on this one.

40 We're dealing with the agreement that was made on a day approximate to and before 2 October, 2015.---Mmm.

Hence the reference in the email you're being asked about, "Nick, as per our conversation the other day." So we're dealing with a verbal discussion about an agreement. Now, yes.

MR CHEN: You accept, Mr Sayed, that you discussed this topic, the division of moneys from the commission, with Mr Petroulias?---Yes, with Mr Petroulias, with Keith, yes.

And in that discussion you and he had agreed, based on a commission of \$1.2 million, that money would be split in that way. Isn't that right?

---I guess so.

And the reference to Richard, can I suggest, is not a reference at all to the Land Council, it's a reference to Richard Green.---No.

And - - -?---You've asked me that three times now, you're trying to get me
- - -

10

THE COMMISSIONER: Yes, just, just - - -

THE WITNESS: It was to the Awabakal.

THE COMMISSIONER: Just a moment.

THE WITNESS: Why are you trying - - -

20

MR CHEN: If you just wait, I'll tell you why?---Yeah, sure.

The reason why it's referred to as Richard is because you had agreed with Mr Petroulias and Mr Green, that he was to receive a payment, Mr Sayed. Isn't that right?---No.

Just as Ms Dates, you were trying to arrange a payment for her in relation to the Solstice transaction?---No.

30

Should the Commission use interchangeably the word Richard and Land Council in all of your emails that you've sent?---Yes.

In every single one of them?---Yes. If I, if I put Richard, Richard is Awabakal so I'd use, I'd use Richard.

THE COMMISSIONER: Mr Sayed, can you just come back to the point before? How do you explain that the Awabakal Land Council was to be entitled to commission?---I might've used the wrong word commission, I use commission for everything.

40

Whether you might have, the fact is that's the word you used in your communication with Mr Petroulias?---Yeah. Yes.

It's a term well known to you as you indicated a moment ago, in your common understanding of the term?---Yes.

So what basis, what possible basis, could the Awabakal Land Council have been entitled to any form of commission?---Well the 400,000 at that time was going to sit in trust with the Awabakal.

It doesn't matter where it was going to go?---Yeah.

The question comes back, how and on what basis could it be said at all that the Awabakal Land Council would be entitled to a commission payment?

---Your Honour, I've used the wrong word. I've used commission, I apologise, I have, I've used the wrong word.

10 I think you will accept it would be absurd to suggest that the Awabakal was entitled to a commission?---No, the, the Council wasn't getting a commission, they were getting their, their fee, whatever the solicitors were agreeing upon.

How does the amount of 400,000 strike as being fair and appropriate commission for Richard?---To Awabakal?

Well, Richard slash Awabakal at the moment?---I don't know, that's something between the solicitors and that. I've said my version of it and then it's up to them whether they agree or not.

20 But you had discussed this out with Mr Petroulias the other day as this email says, what was his position about the 300,000 or 400,000 for Richard slash the Land Council on your account?---Well, it got changed because it didn't happen, so he wasn't happy with that.

MR CHEN: You had other discussions, did you not, with Mr Petroulias after this time about how these monies were to be split up. Isn't that so?---No, I think we spoke to Tony because we said that 1.2 had to be paid and then he was, he was, between him and the solicitors were going to say how it was going to be split up.

30 Do you deny having any other conversation with Mr Petroulias in the period after 2 October 2015, relating to the division of monies to be paid to individuals such as yourself?---We probably spoke about it, yes.

You in fact sent emails between yourself and Mr Rhee and Mr Petroulias about how monies were to be split up between various individuals. Isn't that right?---Yes.

40 And you saw them on the screen yesterday, didn't you?---Yes. Yes.

And would you just have a look at Exhibit 63 page 193? Do you recognise that as an email, go to 23 October 2015 between you and Mr Rhee?---Yes.

And you had discussed the subject matter of that email with Mr Rhee, had you not?---Yes.

And you'll see there that it's dividing up money, is it not?---Yes.

And that's what you were talking to Mr Rhee about, isn't that so?---Yes.

When you were discussing it with Mr Rhee, you weren't talking about, for example, where you see the letter R, the Land Council, were you?---Yes.
Awabakal - - -

No. You were talking, can I suggest, about Richard Green?---As you can see the figures have changed, so it's Awabakal again.

10 Please, please Mr Sayed, attend to my question?---No. It's not Richard.

And the reason why you're disputing it is, Mr Sayed, because you know that there was an agreement that had been reached that Mr Green would receive a payment, isn't that so?---No, I do not know.

And that was for his role in bringing this deal together?---No, I do not know, no.

20 You're completely ignorant of that matter, are you?---I wasn't aware that Richard needed to be paid, all I knew was that Awabakal was going to be paid.

So, somehow Awabakal's money on this email is going down, is it?---Well yeah, the figures have changed.

So somehow on the day that this agreement is to be signed at the Land Council, their entitlement to money goes down. Is that right?---Whatever the solicitors spoke about, yes.

30 Well that's what your email says, Mr Sayed?---What my email says and what they agreed upon are two different things.

Why are you even - - - ?---This didn't even, this didn't even occur.

Mr Sayed, why is this email being sent on the day that these contracts are signed at the Land Council's offices? Why?---Okay. It was sent, but he didn't even pay the 1.2 million.

40 Attend to my question if you would, why?---I am answering your question.

Why did you send this email, Mr Sayed?---It was at 9.30 in the morning.

We can all read the time. I'm asking you why?---Because that's what I, I thought that was gonna happen and then they, then they met to the meeting, it all changed.

I understood you're evidence yesterday, Mr Sayed, and you were at pains to say that legal matters were not a matter for you?---That's right.

So why are you sending this email somehow purporting to identify how much money the Land Council is to get on the day the contracts are signed?
---I just sent it.

You said what?---I sent the email.

I'm sorry, why, is my question?---To try to get more money.

10 Well, as you would appreciate from the two emails, the Land Council is getting less?---Yes.

Explain that?---You'd have to speak to the Council and the solicitors.

THE COMMISSIONER: But, Mr Sayed, you and Mr Petroulias - - - ?---I'm not in control of the funding, sir.

20 You and Mr Petroulias, based on the email correspondence we see, were the two people carrying out discussions to make the decision about split, weren't you?---I made a recommendation.

Yes, but the two of you had back and forth, back and forth discussions about how the split would go?---Yes.

Mr Petroulias wasn't taking the stand, I will determine who gets what, it was in consultation with you?---Myself and Tony Zong, the person who is originally, the person who is going to be paying all the money.

30 So far as the communication is reflected in these particular emails, the communications didn't involve Mr Zong. The communications were between you and Mr Petroulias as to the split?---Yeah. I could've sent a million dollars, it doesn't mean I was going to get paid.

But the point is that you and he were the decision makers, you were working out how the split should go?---No.

You weren't?---No.

40 Well why were you talking to him about it?---Well I said we were getting \$1.2 million, am I getting these amounts? But then obviously it all changed. I'm not the decision maker.

So, when you said in your email you were having discussions the other day with him - - - ?---Sorry?

When your email refers to the fact that you were discussing the question of a split between a number of people - - - ?---Yes.

- - - you say you weren't contributing to the discussion as to how and who would get the split?---Keith was involved as well.

You are saying, are you - - - ?---Sorry?

Are you saying that you had no role to play in deciding who would get what by way of split of the commission?---No. There was myself, Keith and, and Mick, and the Council.

10 Well why were you talking to Mr Petroulias if you had no say in it?---
Because he's going to be speaking to Mr Zong. Ultimately it's Mr Zong on what he's going to release, and then that got changed because we got paid 250 from that, and that 1.2 went down.

MR CHEN: I appreciate, Mr Sayed, that the only party paying money was Mr Zong or his companies?---Yes.

Now we established that, didn't we, probably 20 minutes ago. Do you agree?---Yes.
20

So ultimately the money had to come from him because he was, or his company was, to be, in effect, the beneficiary of this agreement between Gows, the Land Council, et cetera. Isn't that right?---Mmm hmm.

Are you agreeing with me?---Yes.

Would you have a look, please, at the bottom of Exhibit 63, page 193, and you'll see that you've sent another email to Mr Petroulias. Do you see that on 24 October? Do you see that, Mr Sayed?---Yes.
30

And that's the day after these agreements have been signed, isn't it?---Yes.

And you refer to figures we have agreed. Do you see?---Yes.

And you had spoken, had you not, to Mr Petroulias about these matters?---
Well, yes. Yes.

And you'd also spoken to Mr Rhee about it, had you not?---Yes.

40 And you, at that stage, were proposing a meeting, weren't you, with Mr Zong?---Keith was proposing it.

Well you were proposing to attend as well, were you not?---Yes.

And you did attend, didn't you, a meeting shortly after this?---I guess so.

So the contract by this time had been signed, and you'd seen it being signed because you were there?---Yes.

So the proposal was to go to a meeting now, was it, with Mr Zong to discuss what?---He hasn't paid all the money.

So what was your role in going to a meeting with Mr Zong?---What was my role to go to Mr Zong?

That was the question?---To collect our money.

10 When you say our money?---Yeah.

Whose money are you talking about?---Keeju.

All right. So your fee for the work you had done?---Yes.

And would you have a look at page 194, that once again you've proposed some other alternatives about how things are to be split up. Do you see that?---Yes.

20 And you've discussed that with Mr Rhee, do you see?---Yes.

Why is this your interest at all, Mr Sayed?---Why?

Yeah?---To try and get more payment.

Well let's be clear, the contracts are signed?---Yes. No, well, they were signed but they didn't, they didn't pay the exact amount of money.

30 What was your role then in preparing an email such as this?---I just send emails oblivious.

THE COMMISSIONER: Mr Sayed, really? Is that intended as a proper answer to that question?---Your Honour, I do have, I do have bipolar so I'll just send things willy nilly, so, and it's really extreme, so - - -

MR CHEN: You don't dispute, do you, you had a discussion with Mr Rhee about dividing up money, do you?---I might have had, yes.

40 Well you've got no reason to doubt, do you, the content of this email as being an accurate reflection of the subject matter of what you discussed with Mr Rhee?---Well, it might, maybe it occurred but maybe it didn't because the full amounts didn't get paid anyway, so I don't think we probably spoke about it.

Right. So - - - ?---Because I think out of that 1.2, I think only 200,000 or 300,000 was paid on the day.

Can you offer any explanation then if you don't think there was such a discussion, how or why you composed the rest of that email?---Well, I've sent three or four different emails, they're all different amounts.

I can see that, Mr Sayed?---Yeah.

But would you answer my question please? Why, if you don't think there was such a discussion, you were going to compose the balance of that email?---Well, at the time there might've been, yes.

10

And you'll see as well there's a breakup again to R, that's \$275,000?---Yes.

And what, you say, do you, that that's a reference to the Land Council, do you?---Yes.

So, notwithstanding that the lawyers have drafted agreements and had them signed by the relevant parties, you're offering up some other way that the deal can be done, are you?---No. Whatever was in the contracts.

20

Well why are you writing 275 in there, Mr Sayed?---I just put it there. Like I said to you before, I'll just send emails.

Are you seriously attending to answering my questions, Mr Sayed?---Yes, the best of my, yes.

You're not being truthful, are you, Mr Sayed, about this matter at all, are you?---I am, yes, I am being truthful.

30

What you're doing, Mr Sayed, is you are deliberately refusing to answer the questions directed to the involvement of Mr Green, aren't you?---No. You told me that's, why did I put R and you keep coming back to it and I've told you that's Awabakal. You keep asking me the same question. R means Awabakal.

Thank you, Mr Sayed, you've said that. Now, would you have a look please at Exhibit 63, page 199. And you see this is an email that you're copied in on - - -?---Yes.

40

- - - dated 29 October, 2015?---Yes.

And I think you agreed earlier, did you not, that you remember going to see Mr Zong about not having received your commission?---Yes.

Do you remember going to the meeting discussing that with Mr Zong on 26 October?---Yeah, that was Keith's idea, yeah.

You remember going?---Yeah, I think so.

To his office?---Yeah.

And you remember discussing do you the payment or the lack of payment to Keeju?---Yeah, Keith would have mentioned it to Tony, yes. Tony was - - -

Well, you were there.---Keith was the spokesman.

Right. And what were you doing in this meeting?---Just sitting, sitting there.

10

Not saying anything?---No. Tony, Tony and Keith were talking.

And do you recall what they were talking about?---Yeah, about the, about the payments to be made to Keeju.

And you say that's all that they discussed, do you?---Oh, and they mentioned, by the look of this they probably would have mentioned this, yes.

20

Yes. Well, they did mention it, didn't they, namely that moneys were to go to Richard?---I didn't write it, that's, Keith wrote that, not me.

Well, what I put to you is they did discuss that, didn't they?---I guess so, yeah.

Yeah. And Richard is in fact Richard Green because that's who was mentioned.---You'd have to ask Keith.

30

Well, you were at the meeting, I'm asking you.---Yeah, I can't recall.

All right. So if Mr Rhee thinks it's a discussion about Mr Green you've got no reason to doubt that?---Whatever Keith said, yeah, I guess so. I didn't write it.

Commissioner, is that a convenient time?

THE COMMISSIONER: Yes. All right. I'll take a morning tea adjournment.

40

SHORT ADJOURNMENT

[11.27am]

THE COMMISSIONER: Yes, Mr Sayed, thank you.

MR CHEN: Thank you, Commissioner. Mr Sayed, I want you to assume that Mr Petroulias has handed up a document to the Commission which is MFI 22, and he's identified or addressed the question of the \$105,000 that

you gave evidence about earlier. Now, your evidence as I understood it before the break was that the \$105,000 was a genuine payment to you for work that you had done for ULC in the period of around October 2015 to about April 2016. Do you understand that was the thrust of your evidence?
---Yes.

And I've suggested – could you just audibly answer, sir? That I don't think was picked up?---Yes.

10 And I suggested to you that that was simply not true. Do you recall me putting a suggestion more or less to that effect to you?---Yes.

Can I suggest to you that what Mr Petroulias has indicated to the Commission is that in fact the \$105,000 that was paid to you was not for work that you did with ULC, but that Gows had to pay you that money because the deal with Keeju and Sunshine had been reneged upon by Sunshine. What do you say to that?---I was under the impression that 105 was for the United Lands work that I did.

20 Well, you accept, do you, that if what I put to you is that what Mr Petroulias has put before the Commission, it's distinctly at odds with your evidence. Do you agree?---Oh, yeah, but I'm under the assumption that was for that, that's all.

Now, yesterday you gave some evidence about where you first met Mr Petroulias.---Yes.

And you gave an indication that it was at Dawn de Loas in the period 2011 and 12?---Yes.

30 Could you be mistaken about that date and in fact you met him before that time, maybe in 2010?---Oh, whenever it was, Dawn de Loas.

Well, according to the appeal judgement as I would read them, Mr Petroulias came out of prison in about June of 2010.---Oh, okay, so yeah, it would have been that period, yes.

Have you been incarcerated more than once?---No, no, no, just once.

40 So you accept that's the likely date or you're not sure?---Yes, that would be the date, yeah.

Having reflected on it you think it's in the period prior to, or in the 2010 period and before?---No, it wouldn't have been before, it was, I think it was about a month before he was getting released.

Thank you, Commissioner, that's the examination of this witness.

THE COMMISSIONER: Yes, thank you. Yes, any questions, Mr Menzies?

MR MENZIES: Yes, thank you, Your Honour.

10 Can I just ask you firstly about your involvement with Mr Petroulias, how it came about and confirm with me what I think is your evidence that Mr Petroulias whom had dealt with you with respect to other, other proposed developments, namely one at Liverpool and I think another site which I don't think went anywhere, relating to a dairy farm. He then raised with you the concept that he was then pursuing about the Aboriginal Land Council land. Is that how, is that how it operated?---Yeah. I met Nick probably, if it was 2010 which Mr Chen said, so it would have been four or five years after.

Yes.---Yeah.

20 Round about 2014.---Yeah, or '15, yeah, '14/'15, yeah.

'14/'15.---Yeah.

And he came to you because, as you understood it, he was looking for venture partners, looking for people to provide finance.---Yeah, finance and investors, yes.

30 Finance and, okay. And were you, and you were aware, weren't you, as at 2014 in December, that a corporation known, named Gows had entered into heads of agreement with the Land Council?---I wasn't aware of it at that time, no.

Right. You became aware of it later?---Yeah, later, later, much later.

Can you remember when?---Look, probably right at the end when Mr Zong and his solicitor and Nick and the solicitors were present.

Right.---And when all the communication started to - - -

40 Right at the end being about when?---October was the - probably September/October, something around those lines.

Of which year?---Oh, 2015.

And regardless of what you knew before, by that time you became aware, didn't you, that there were indeed two heads of agreement between Gows and the Land Council concerning the acquisition of land - - -?---Oh - - -

- - - both dated the same day?---I know there was agreements and that would have been for the solicitors to discuss.

Right.---Yeah.

And so you were aware of it in a general sense?---Yeah, broad scape, yes.

10 And you were aware that one of the heads of agreement dealt with the five parcels of land which are the subject, which are of the principal interest of this inquiry it would seem?---Yes.

And the other head of agreement which had been entered into on the same day related to a much larger parcel of land?---Yes.

And it was indeed separately identified with two individual lot numbers. Are you conscious of that?---Yeah, there was, there was mention of other parcels that they were going to purchase.

20 Yes. And the concept with respect to both of them was for Gows having acquired the land to develop it for sale.

MR CHEN: I do object, Commissioner, because I allowed the last question, perhaps I shouldn't have. I'm not – there's no evidence at all that that's factually the case. If it's put on the footing that that is the case, then frankly that should be identified clearly. If it's put on the basis of understanding of course I don't object to the subject matter of the question.

30 MR MENZIES: Well, Your Honour, I'm trying to deal economically with the propositions that are being put to the witness. I have no concern at all at the matters being more specifically identified and I will now do so. But for my purposes I am simply wishing to get these dealings into context. I don't have any - - -

THE COMMISSIONER: So the - - -

40 MR MENZIES: And indeed might I say that one of the things that troubles me about the approach that's been taken thus far is it seems to be proceeding upon an absence of knowledge in the Commission of the fact that there were two agreements rather than one, but I'm happy to deal with that now and let me do so.

THE COMMISSIONER: Let me just understand the concept you're putting to the witness was both - - -

MR MENZIES: Of course.

THE COMMISSIONER: In relation to both heads of agreement you referred to.

MR MENZIES: Yes.

THE COMMISSIONER: That Gows acquired the land, and what was the other proposition?

MR MENZIES: Gows acquired, Gows had an agreement obviously and subject to the satisfaction of the relevant statutory requirements under the, under the Act - - -

10

THE COMMISSIONER: Ah hmm.

MR MENZIES: - - - under the Aboriginal Lands Act to acquire a specific five lots. On the same day there was another agreement in more or less the same terms, save that the other agreement referred to two different parcels of land specifically.

THE COMMISSIONER: Right.

20 MR MENZIES: That's what I want to, that's what I want to draw attention to, so that what, so that the, the proposition which is being repeatedly put by Counsel Assisting is simply not accurate and it's unhelpful. But let me - - -

THE COMMISSIONER: In any event, you want to put to this witness his understanding of the concept was as you're putting?

30 MR MENZIES: Yes. But I don't mind can I say putting the material before the witness, but that would seem to be unhelpful because it's not going to take you anywhere. The material is here, I'm just trying to deal with it efficiently.

THE COMMISSIONER: Yes. I mean I think this issue is going to be determined by the contractual, allegedly contractual documents and such.

MR MENZIES: Indeed. As Your Honour, as, as you've already observed, Mr Commissioner, the, the, what the, the documents speak for themselves and they will reveal or not what the situation was.

40 THE COMMISSIONER: And why are you putting it to him as to why, what's the relevance of his understanding of what it was about?

MR MENZIES: Well, because he's been continually cross-examined about what his understanding was. He demonstrates an absence of knowledge about some things and vagueness. It's been put, it's been put to him that he's behaved dishonestly.

THE COMMISSIONER: Mr Menzies, I'll allow you to put it to him.

MR CHEN: Could I, Commissioner, before my learned friend continues, simply - - -

THE COMMISSIONER: Yes, sorry, Mr Chen, did you want to raise something else?

MR CHEN: Well, I just wanted – my objection to the question was that my learned friend put on the same day there was some other agreement, and my learned friend said that I had been unhelpful in the way in which I had
10 elicited evidence. Commissioner, I had asked the witness whether he had any understanding of the documents in fairness and he said at no time did he, in fact he consistently said, “I didn’t, and I simply passed them all on to the lawyers. They dealt with it, I didn’t deal with it at all.”

THE COMMISSIONER: Mmm.

MR CHEN: And what I was asking my learned friend to be precise about is that he put the proposition, namely that on the same day there were a series
20 of heads of agreement being put, sorry, executed, and I’ve asked him to identify what they are. That’s my objection, so it’s clear.

MR MENZIES: Well, I’m happy to - - -

THE WITNESS: There was another - - -

THE COMMISSIONER: Just a minute. Mr Menzies, I think you heard what Counsel Assisting has said. I think if you just formulate the question so that it meets the, so there’s the required amount of specificity of the
30 transactions we’re talking about.

MR MENZIES: Indeed. I understand that.

You’ve told us, as I understand it, that you were aware of in general terms, of agreements for the acquisition of land by Gows.---Yes.

And but you’re not able to help us with any specificity about those?
---No, only the five, but there was, there was, there was another agreement that was taking place as well.

40 Right. And but that one, you’ve actually not seen either of those agreements?---No.

And so - - -?---I, I would have – the agreements were going through correspondence backwards and forwards to me and - - -

Yeah.--- - - - getting changed by Mr Driscoll, going back to Knightsbridge and so forth, so - - -

I don't want to waste time, there's not much point in me showing you the agreements then, because that's not going to help. Is that right?---Yeah.

Now, Your Honour, I beg your pardon, Mr Commissioner, I won't waste further time on this issue at the moment. I'll provide a list which can be, which specifies the material and then it's easily found.

THE COMMISSIONER: Thank you, Mr Menzies.

10 MR MENZIES: Now, Mr Khee yesterday referred to a meeting, my fault, I omitted to ask him about one matter. A meeting in Newcastle where there were a number of people present. Were you at that meeting, can you recall?---Yes.

And was one of the people present a man who identified himself as the Deputy Mayor of Newcastle or whatever the area, Lake Macquarie?---Yes, yes, there was a Deputy - - -

20 And was that man's name Daniel Wallace?---Yes, yes.

And just to me more precise, was this what happened, he was not actually at that meeting but he was separately met in his office by you and Mr Khee and others, is that your recollection or was it at the meeting?---Yes, I think we did go to an office, yes.

And it was there that you met Mr Wallace?---Mr Wallace, yes.

30 Thank you. Now, you were asked by my learned friend a number of questions about the use of the word "Richard" and you've said that Richard met with the Land Council at all times. Is that, and I'm not asking you to disagree with that but that's your evidence?---That's what - - -

I want to take you to that if I may. This was the position could I suggest to you that you were aware at some point that Gows, a corporation in which Mr Petroulias had an interest, had an agreement to purchase the five blocks of land?---Yes.

40 And you became aware didn't you, and if you don't know please say so, that it would have been originally agreed between the Land Council and Gows that in the event of - I withdraw that. Let me go back one. So your understanding was that Gows had an agreement potentially enforceable to acquire, let's leave it ourselves for the moment to these five blocks of land. ---Yes.

And the potentiality was that it was potential only because it needed statutory approvals?---Yeah, I guess so. I think so.

And were you aware of an agreement between the Land Council and Gows that if Gows released the Land Council from its obligation to purchase, to sell the land to Gows that a certain part of the, a new purchase price from a new purchaser if it came along would be rebated, my word, to Gows?---No, I wasn't aware of it.

In any event, what occurred ultimately was that your understanding, as you understood it, was that Mr Zong had reneged on his, what appeared to be contraction obligations, to make a payment of a certain amount?---Yeah.
10 From paying the instalments to myself and to Gows.

And this was all, these were, these instalments were to be paid out of, were they not, a deposit of \$1.2 million?---No. Our 250 was separate.

I'm sorry, \$1.2 million, yes. So the total amount was how much?

MR CHEN: I think my learned friend should be clear of what we're talking about.

20 THE COMMISSIONER: I'm sorry?

MR CHEN: I think my learned friend should be clear of what we're talking about. It's money paid to who, received by who? It's simply unclear.

MR MENZIES: Well it might be unclear, that's because I'm trying to find out what the witness knew about it and if he doesn't know then I won't pursue it, that's all. You see, let me put this proposition to you and if you can't agree with it then don't. It became apparent, or a matter of concern,
30 that Mr Zong would not complete or be able to complete what appeared to be a contractual obligation to purchase the land from Gows.

MR CHEN: Well I object, by whom?

THE COMMISSIONER: I think you need to be specifying the basis upon which you contend he could not complete. I mean, when you put it in that form, it's apparent to him that he was not able to complete, but why? We're asking him to analyse it and give almost a legal opinion, not opinion but to accept as a fact that there was an inability by Mr Zong to complete it. On
40 what basis? I think you need to specify what his understanding was of any fact or matter that would have prevented Mr Zong from completing rather than just putting it in broad - - -

MR MENZIES: Happy to do it that way.

THE COMMISSIONER: All right. Finish then.

MR MENZIES: Did you have any – first of all, was it your understanding, and I think you've already agreed with this, that it appeared that Mr Zong

would either, was either not willing, or unable, to complete his contractual obligations to purchase the property?---Yes.

And what was the basis of that understanding?---Because he didn't pay the whole 1.2 on 23 October.

10 Are you aware of what he did pay?---Like I said yesterday, he came up with one cheque and then that's when all the correspondence between me and Keith, and then Keith rang Tony and then we went to the bank and I think he came up with 200 or 400,000, I'm not too sure.

And was that the amount, as you understood it, of his obligation, or was it less?---No. The 1.2 was supposed to be paid on the day.

All right, thank you. And it was as a consequence of those matters that then correspondence took place, discussions took place as to what would happen next?---Yes.

20 Now, you've said - - -

THE COMMISSIONER: Just on that, the 1.2, you're referring to the amount of the commission, were you? Is that what it relates to or something else?---No, the 1.2 was the email amount and then out of that 1.2, 250 was coming through to us to Keeju for 1.260 or something, 10 per cent of the purchase price.

MR MENZIES: So where does the word commission come from?---I just sue commission, it's a split or payments going through to certain parties.

30 Right. And the – even though as you understood it, it was in fact a deposit? ---Yes.

Right. Okay. A couple of times, and I don't wish to embarrass you unnecessarily, Mr Say, but a couple of times in answers to my learned friend you've said that you have bipolar disorder.

THE COMMISSIONER: Sorry, I couldn't hear that?

40 MR MENZIES: That you have bipolar disorder and you said that, as I understood it, in explanation for why you expressed yourself the way you did in these emails?---Yes.

What, what, is the bipolar disorder, has it been diagnosed by a medical practitioner?---Yeah, yeah, I take medicine and so forth, yeah.

And what is the – and do I take it that it's, it's something which is variable in its effect upon you?---Yeah, highs and lows, and it makes me just high.

And when you are high, what happens, so far as your cognitive functions are concerned?---I'm on cloud nine I guess.

I beg your pardon?---Oh, just rapid rate, doing something that I don't think through properly I guess.

10 And does it affect your, apart from feeling high and operating at a rapid rate and not thinking through properly, does it have any effect upon your understanding of what you're saying or what concepts, particularly legal concepts might mean?---Like I said before – sorry, this, do we have to mention my, my symptoms or do I have to - - -

THE COMMISSIONER: Sorry?---Do I have to answer these questions?

Well, if you are reluctant to answer that because it relates to your private health - - -?---Yeah.

- - - then is that the basis?---(No Audible Reply)

20 Well, Mr Menzies, I don't know whether you need – it's a matter for you as to whether you want to press that.

MR MENZIES: Well, I won't press it any further.

THE COMMISSIONER: Right.

MR MENZIES: It was volunteered by the witness, he's explained how it affects him.

30 THE COMMISSIONER: Yes.

MR MENZIES: And I don't wish to embarrass him about it any further.

Now – I'm sorry, Mr Sayed, I didn't mean to embarrass you. Do you need a few moments?---(No Audible Reply)

THE COMMISSIONER: Mr Menzies, I might just adjourn for a short time.

40 MR MENZIES: Thank you, Your Honour, yes.

SHORT ADJOURNMENT

[12.18pm]

THE COMMISSIONER: Yes, Mr Menzies.

MR MENZIES: Yes, thank you, your Honour. Could I invite your Honour and my learned friends to look at, from Volume A of Bakis, page 145, it's not the witness' document but it's a document about which I wish to ask him some questions. I don't need it to be put in front of the witness.

THE COMMISSIONER: Sorry, there's a problem with the sound system, I think Mr Menzies, we might have to adjourn again, I'm afraid. Could you just find out what the problem is? It's operating again? All right, okay. We're back on now. If you just repeat what you had said a moment ago, Mr
10 Menzies.

MR MENZIES: Yes, your Honour. Can we have from Bakis, Volume A, Page 145, it's not the witness' document but I'll intend to use it to see if I can refresh his memory. Mr Say, for the moment just don't look at the document, I want to deal with it but if need be, if it helps, you might like to have a look at it but not for the moment, please. Is this the situation, that there was a discussion where you were present with Sunshine and Sam and Keith around about 21 September 2015, and it related to the Gows Heat heads of agreement. Do you remember that conversation?---I can't recall,
20 but it might have been.

I'll suggest to you there was such a meeting and you were there and what happened was this, that Mr Zong said his valuations, his five valuations had cost him \$33,000 and he was serious about going on with the deal. Does that ring a bell at all?---Yes.

And they'd come in at \$12.6 million, but he wanted to reduce it to 11.1 to cover various costs. Is that, again, your - - - ?---It rings a bell, yes.

30 And he said he'd make an offer of 10.6 plus five houses payable and all of it payable on the Land Rights Act approvals. Was that your understanding of what he had in mind?---Yes.

And at that meeting, Mr Petroulias was present and he refers specifically to the relevant sections of the Act. Does that ring a bell?---It doesn't ring a bell but it could have been said, yes.

40 And then you – and then Mr Green, on behalf of Awabakal, eventually said to, and indeed expressed this to Ms Bakis, that if Awabakal were to get 12.6 million from Mr Zong, then they would not, then it would not need, would not seek a rebate or share coming from Gows. Does that ring a bell?---I knew Awabakal were getting some payment but the figures, no, I don't know.

And he was there for content that at that point, that if an offer of 12.6 could be obtained then there was an, Awabakal was content with not seeking any further funds from Gows. Does that - - - ?---I don't recall, but possibly, yeah.

And were you aware that subsequently, or at that time as an incentive to Awabakal and in consideration for them not seeking a million dollars, that Awabakal would be satisfied with \$500,000?---That, that would be up to the solicitors to decide.

Right, okay. Thank you. Yes, that completes my cross-examination. Thank you, your Honour. That completes my cross-examination.

10 THE COMMISSIONER: Thank you, Mr Menzies. All right. No other questions? Then you're adjourned.

MR WHITE: Commissioner, I have some questions.

THE COMMISSIONER: I'm sorry, yes. Go ahead.

MR WHITE: Yes, sorry. Mr Sayed, I appear on behalf of Mr Strauss. Firstly, if I can just ask you about the first approach by you towards Mr Strauss in respect to this matter, do you accept, and I think you do based on
20 your answers, that you were represented as a buyer's agent?---Yes.

Well, in respect of the initial discussion with Mr Strauss in respect of these properties, you agree the properties related to the Newcastle region and there was discussion about the properties needing to be rezoned?---Yes.

And you'd agree that, or do you agree that one of the properties related to the Newcastle Post Office?---Yes, I think so.

30 And do you agree that that particular property, quite a strong expression of interest was indicated by Mr Strauss and Mr Kavanagh in respect of that property?---Yes. With all of them, yes.

But particularly that property?---I guess so.

THE COMMISSIONER: Just to interrupt for a moment. When is it put that these discussions took place?

MR WHITE: As to the date, Commissioner, I can't assist but these are the preliminary discussions that the witness has given evidence about
40 concerning - - -

THE COMMISSIONER: You don't have an approximate time on your instructions?

MR WHITE: I understand it to be November, 2015, Commissioner.

THE COMMISSIONER: All right. Thank you.

MR WHITE: When I say November, October/November, in that time frame, 2015.

THE COMMISSIONER: About that period. Thank you.

10 MR WHITE: Now, following the discussion you agree that there was an attendance in that Newcastle region where the properties were inspected?
---Yes.

And that included yourself, Mr Kavanagh and Mr Strauss?---No, Mr Kavanagh wasn't present.

But all relevant properties were inspected?---I think so, yes.

Including the Post Office?---Yes, yes.

20 And after inspecting the properties there was a strong interest expressed in terms of proceeding?---I guess so.

And it was sought that a meeting be arranged with various persons?---Yes.

And that meeting then took place?---Yes.

The meeting took place in the board room of Knightsbridge Lawyers?---Yes.

30 And that meeting included yourself and an associate of yours?---Yeah.

It included a person referred to as Nick?---Yes.

His surname was not identified but appears to be Mr Petroulias?---Yes.

It included Mr Strauss and Mr Kavanagh?---Yes.

It included Mr Green?---I can't recall but, yes, (not transcribable)

40 You recall the meeting I'm referring to don't you?---Yeah, yeah, yeah, yeah.

Well, do you recall whether Mr Green was there?---Yeah, I think so. I'm not sure.

And there was also a lady who didn't say anything during the meeting?---I can't recall a lady.

Do you know who Ms Bakis is?---Yes.

Was she present at that meeting?---I'm not sure.

During that meeting do you agree that most of the discussion was had by Nick and Mr Green?---When was, when was the actual meeting?

This is a meeting towards the latter part of 2015 following the inspection of the properties by Mr Strauss.---Yes, yes.

10 And so you do agree with that proposition that - - -?---Yeah.

- - - most of the discussion was had by Nick and Mr Green?---Oh, I can't recall.

And you were, can I suggest, acting as a mediator during the course of the meeting?---No, not really. They basically, they were just talking between each other.

20 But you were representing to Mr Strauss that you were his agent?---Yes.

And you didn't declare any interest or involvement with - - -?---No.

- - - that you had with Mr Petroulias?---No.

And what was said I suggest by you that Mr Strauss and Mr Kavanagh were looking at a joint venture with the Council, with the Aboriginal Land Council. Do you agree?---Oh, I can't recall. I'm not going to remember what I said.

30 Do you disagree with that or you just don't remember?---I just don't remember.

Do you agree that an amount of, that there was discussion about the need for the land to be rezoned?---Yeah, all the land needed to be rezoned.

And it was indicated that Mr Strauss and Mr Kavanagh would provide effectively the money and the knowledge in terms of proceeding with this? ---Yeah, if they went into a contractual arrangement, yes.

40 And an amount of \$30 million was discussed?---Oh, there was figures discussed but not the exact amount.

You don't recall the exact figures?---No, 'cause I'd already sent Ryan the valuation so why would they be 30 million?

I'm just asking you specifically about any amounts discussed during that meeting.---Oh, I don't recall 30 million being mentioned.

All right. And do you agree that Mr Strauss and Mr Kavanagh insisted on security being a first mortgage or the properties being secured to cover the costs of rezoning?---No, that would be the solicitors to discuss that.

Well, what I'm putting to you is that that was raised at this meeting and it was raised by Mr Strauss and Mr Kavanagh - - -?---Okay.

10 - - - that they were seeking security concerning rezoning of the properties.
---Yeah, that would have been addressed to the solicitors so I wouldn't have
- - -

But what do you say about it being discussed at the meeting?---Oh, if it was discussed, it was discussed. I didn't hear it.

Right. During the meeting Mr Green indicated that he had influence in the Aboriginal community and the Awabakal Land Council.---If we're going to - sir, Mr Commissioner, I can't recall any of that meeting there. If you're going to keep asking me questions on that meeting I'm not going to remember.

20

Well - - -?---I don't, I can't even - - -

Is it a - - -?---The only meeting I remember was when Mr Driscoll and Nick and the solicitors were talking. This one I can't remember any, any, any communication there at that time.

You seemed to remember when I first put it to you, the meeting?---Yeah, I was present, yes.

30 So you understand the particular meeting I'm referring to?---Yes.

It's just that what you're saying is you don't recall all the discussions that took place?---The conversations, yes.

THE COMMISSIONER: Well, you did recall there was some discussion about rezoning.---What's that? No, well, no, rezoning, I said yes because all those lands needed rezoning, Mr Commissioner.

40 MR WHITE: Do you recall Mr Green saying anything about his influence in the Aboriginal community?---No.

Did he say anything about his influence with the Land Council?---I can't recall.

Did he refer to a company called Able Consulting that would assist in relation to lobbying the Council?---I can't recall.

Do you agree that, or don't you remember, that during the meeting it became apparent that some of the land had not been released by the State Government?---I can't recall.

That's a fairly significant detail though, isn't it, whether the land had been released by the State Government?---Well, there were some lands that the Awabakal were trying to claim, so if, if that's what it means, yes.

10 And it was apparent at least and raised by Mr Strauss and Mr Kavanagh during the meeting that any deal or arrangement needed to be approved by the State Aboriginal Council?---I can't recall.

And do you agree that there was a reluctance on the part of the Council to agree to the deal proceeding subject to that agreement, or sorry, subject to that approval?---No, that, that, that was, that meeting was later on. That was the one where, that was I think April or March or something. That was later on.

20 You're talking about 2016?---Yeah, that's, that, that, that, those comments came later on, not, not at that meeting.

All right. Well, I'm suggesting to you it occurred at that meeting.---Oh, okay.

And I'm suggesting to you that that's why it did not go ahead at that stage, because of that problem in respect of approvals - - -?---No, but there was - - -

30 - - - being obtained from the State Land Council.---That's not true because there was communication till April.

Well, can I suggest to you that after that there was no communication until you later, some weeks later, came back and had further communication? ---Possibly, yeah.

40 So you agree that there was a period of time where nothing occurred for perhaps a number of weeks, it might have been as much as a month, before you came back and contacted Mr Strauss again.---Ah, do you know exactly what time that was?

Well, I'm now talking about 2016, moving into that period of 2016.---What month?

I'm sorry, I can't assist you with the month.---Because there was a time when I went overseas early on in the year in '16, so that could have been the period. And then Mr, what's his name, Mr Kavanagh was away as well, in Bali, for a month or something.

All I'm asking you, though, Mr Sayed, is in relation to the general proposition that there was this initial discussion in the meeting that I put to you, and then there was nothing, the deal went off, and then there was a delay and you came back and tried to re-initiate the deal.---The context I can't recall, but, yeah, if that's what's happened, yes.

You don't dispute that?---Well, I, I can't recall.

10 Well, see, what I suggest to you is when you came back to Mr Strauss, that's when you raised this issue about Debbie Dates.---All right.

Do you agree with that?---Yeah, I guess so. He, I, at that time, that's when she was getting investigated, and then Mr Strauss mentioned to me, saying, "How can we get this property?"

Well, there was certainly never any discussion with Mr Strauss about her being investigated, was there?---Not to my knowledge, no. I don't know. I can't - - -

20 Well, certainly, certainly not by you, was there?---No, I, I said yes. I think I did. I said that the administrator was there.

Well, I put to you that you never, I put to you that there was never any indication whatsoever that Debbie Dates was a board member of the Awabakal Land Council.---She was a board member.

Well, I'm not doubting that, but what I'm asking - - -?---But you just said she wasn't a member.

30 No, just please wait, Mr Sayed.

THE COMMISSIONER: Just listen to the point of the question.

MR WHITE: What I'm putting to you is that at no stage did you ever represent to Mr Strauss, or indeed to Mr Kavanagh, that she was a board member.---Yes, I did say she was a board member.

40 You referred to her as a person who had some influence in the Aboriginal community and you referred to her as an elder in the Aboriginal community.---Yes.

And referred to her as Aunt, Auntie Debbie.---Yes. And also mentioned that she's the chairman.

Yes, well, you never said that to Mr Strauss.---I did. I would have said it to him.

And you represented her as somebody who would be able to lobby not only the Awabakal Land Council but also the State Land Council with a view to getting this deal through.---Yes.

Do you agree?---Yes.

Because that was the problem last time why the deal went off the rails. That's why you re-contacted or - - -?---No, I don't think so, no.

10 And it was you who raised this issue of \$450,000?---No.

You're not disputing that that amount was raised?---Yeah, that was, that was discussed between Ryan and I, yes.

And that was only ever raised as a lobby fee?---Yes.

To be paid - - -?---If, if she, sorry.

20 Sorry? Do you agree with that?---No, continue. Yeah, lobby fee. And then if she was going to be terminated through the, through the investigation.

There was never any discussion about her being terminated during any investigation, was there, with Mr Strauss?---Well, that's the reason why we were going to pay her the 450,000.

Well, I understand you're saying that, but that was never communicated to Mr Strauss.---Yeah, I would have mentioned it to him.

30 And Mr Strauss and Mr Kavanagh insisted on any such payment of \$450,000 being paid into a solicitor's trust account.---Yeah, at the end, yes.

Yeah. And it was not to be disbursed to Ms Dates until all relevant approvals had gone through.---Yes, absolutely, yes.

But you'd agree then the matter did not go ahead and that money was never forthcoming?---Yeah, she wasn't going to get paid until the end, yeah, that's right.

40 Thank you, Commissioner.

THE COMMISSIONER: Yes, thank you. Mr Chen?

MR CHEN: No, I don't have any other questions, Commissioner.

THE COMMISSIONER: Thank you, Mr Sayed. You may step down. You're excused.

THE WITNESS EXCUSED

[12.49pm]

MR CHEN: Commissioner, obviously we won't finish with Mr Zong before lunchtime but, as I understand it from my learned friend Mr Balafoutis, Mr Zong can return after lunch. Commissioner, there's the outstanding question of Mr Petroulias' application. I'm happy to commence my examination or limited examination (not transcribable) complete before, I expect. Well, I shouldn't say that because I've been inaccurate so many times.

THE COMMISSIONER: Mr Petroulias' application for the cross-examination of Mr Zong?

MR CHEN: Correct, Commissioner.

THE COMMISSIONER: Look, just in relation to that matter, I'll just direct these comments to you, Mr Menzies. Mr Petroulias has provided an amended document which is said to be a document for the cross-examination. When you read it, if you haven't already, you'll see it's really just a, a lengthy submission about matters which, as he sees, it goes to the merits of some of the issues in the proceedings. It's of no utility really, to me, and I say that with respect to Mr Petroulias, in determining what scope for further cross-examination of Mr Zong should be permitted.

I think there is a blurring of the issues, really, as we have been trying to emphasise, that cross-examination which is relevant to any interest that he has will be considered and allowed. But there seems to me to be a complete entanglement of issues that might affect Mr Petroulias' interest with a whole range of other issues in the investigation which really don't, it seems to me, warrant granting further leave for further cross-examination. I don't know whether you've had a chance to get across what your client had sought by way of this document entitled, Amended Basis for Further Cross-Examination.

As I say, when you read it you'll see that it really doesn't go to the issues as to the metes and bounds of any further cross-examination. It really is a narrative, really, that goes on in the form of contentious submissions and criticisms and defence of his position against vis a vis Mr Zong. So it just seems to me that, I haven't imposed the practice directions with any rigour because he wasn't represented until you came into the picture, and under the directions it's essential of course for leave for cross-examination to be premised upon and required to comply with the direction, that it must be demonstrated that he has, for example, an affirmative case on a matter that does affect his interests which cross-examination would be relevant to doing. So I think it's best to raise the issue now.

MR MENZIES: Of course.

THE COMMISSIONER: So we can charter our course on the - - -

MR MENZIES: Two responses, Your Honour, Commissioner. I have had some opportunity but not a complete opportunity to look at what he's raised. I have to confess that there's much to be said for Your Honour's comments. The second thing is, if there is further cross-examination, it would be by me,
10 certainly not by Mr Petroulias.

THE COMMISSIONER: Yes. Yes.

MR MENZIES: And I'll consider it with care over lunch.

THE COMMISSIONER: Yes. Yes. I mean, in general terms, I don't know if this assists but there are a number of categories, if you like, of factual matters. One seems to me to be the questions relating to the heads of agreement, it's been described as an option - - -
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MR MENZIES: Yes.

THE COMMISSIONER: - - - between the Land Council and Gows Heat. The second seems to be then the events, communications involving Mr Petroulias and Mr Green with the Sunshine people, including Mr Zong in particular leading to the land transaction agreements being entered into on 23 October 2015, and a fourth segment seems to me to deal with what I call post transactional communications and events, and within that, there's a range of issues including the Solstice matter and negotiations about a possible transaction with Solstice, and secondly other transactional events in relation to Sunshine, leading eventually to the agreement going off, as it were.
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And as to the second segment I've referred to, at the end of the day that is the, sorry, the third, all of the events that, I'm sorry, I'll start again. The events concerning negotiations between Sunshine and then, are said to involve Mr Petroulias and indeed we've already dealt with a number of issues there, but at the end of the day I think it's really a question not so much of the ins and outs of the issues between Mr Zong and, or Sunshine and Gows, or the Land Council I should say, but it really is an investigation that focuses in upon the relationship between what I call an outsider and an insider, we're talking about Mr Petroulias on one hand and Mr Green on the other, bearing in mind Mr Green's position at all relevant material times.
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And it's that relationship and the conduct by each of them in the context of the overall matter which is at the centre of the investigation, as I said, so there's a whole raft of matters, transactional discussions and such like matters that might be very relevant in a civil case but in any dispute between

Sunshine and Gows or Mr Petroulias, etcetera, then all those issues are not really matters upon which I would be granting leave to Mr Petroulias to have a further right of cross-examination. In other words, I'm trying to emphasise that it's necessary to segment, as I see it, those issues which go to his conduct, Mr Green's conduct in particular rather than getting into the nitty gritty of the Sunshine transaction, although that's relevant but it doesn't warrant, as I said at the moment, the grant of further round of cross-examination going into the detail of those matters. Well, I don't know if any of that helps, but I think - - -

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MR MENZIES: No, it's very helpful, thank you.

THE COMMISSIONER: - - - we should try to, as it were, segment and look at that. The other issues of course, quite apart from the commercial transactions, is the retainer agreements entered into purportedly on behalf of the Land Council and Knightsbridge North Lawyers, that's another area which, of course, does involve directly Ms Bakis and Mr Petroulias and all of that is material to the investigation, of course.

20 MR MENZIES: Yes.

THE COMMISSIONER: All right.

MR MENZIES: That's very helpful, thank you very much, Commissioner.

THE COMMISSIONER: Thank you, Mr Menzies. Mr Chen, I think we should adjourn I think and resume at 2 o'clock and we'll hope to start with Mr Zong.

30 MR CHEN: Yes.

THE COMMISSIONER: Thank you.

LUNCHEON ADJOURNMENT

[12.58pm]