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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 MONDAY 13 AUGUST, 2018

AT 2.00PM

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THE COMMISSIONER: Now, Mr Petroulias, I see you've arrived. Apparently there was some administrative mix-up which meant that you weren't brought here this morning.

MR PETROULIAS: Sorry, Commissioner.

10 THE COMMISSIONER: That's all right. Mr Petroulias, I think given that you were not here - - -

MR PETROULIAS: Yes.

THE COMMISSIONER: - - - I've asked that special efforts be made to get the transcript of this morning's proceedings to you, and Mr Broad will - or he's just about to hand you a copy of that transcript.

MR PETROULIAS: Thank you.

20

THE COMMISSIONER: I don't expect you to read it now, but at least you'll be in a position to bring yourself up to date when you can read that after hours.

MR PETROULIAS: Now, Commissioner, just a few things. The situation's not really improved in terms of, as I spoke before, I don't know what you can do about it.

THE COMMISSIONER: Could you speak into the microphone.

30

MR PETROULIAS: The situation has not really improved in terms of the arrangements we were supposed to have since I complained a few times last week. The situation's a bit oppressive with, sorry, Corrective Services now handcuffing me until the last moment coming in and restricting my movements. Is this, I mean, it's really, really, punitive so - - -

THE COMMISSIONER: Well, Mr Petroulias, no doubt Corrective Services have their procedure and protocols. There's a limit to what I can do to change those.

40

MR PETROULIAS: Well, we - - -

THE COMMISSIONER: I would certainly ask them to of course ensure that any inconvenience or embarrassment is minimised and I'm sure they'll try and work it, but they've got to strike a balance I suppose between performing the requirements of their duties - - -

MR PETROULIAS: Well - - -

THE COMMISSIONER: - - - and due consideration to yourself.

MR PETROULIAS: Well, can we at least have it known from your point of view you don't mind me walking around this foyer area without handcuffs?

THE COMMISSIONER: Look, I'll review that. I think I need to have some input from Corrective Services to other officers of this Commission to just understand what restrictions apply to them.

10

MR PETROULIAS: Because the excuse that I was given was that someone handed me a phone to show me some photos and, well, that, you know, and that was pulled up straightaway.

THE COMMISSIONER: Mmm.

MR PETROULIAS: And that was the end of that. So - - -

20 THE COMMISSIONER: All right. Anyway, we'll come back to that. Is there anything else you want to raise at this point?

MR PETROULIAS: Well, yeah, I did, I mean that was the complaint from last week. I still have no access to documents and this is very much becoming a documents case, as I understand, taking to clauses and things.

30 THE COMMISSIONER: Again I'll ask Mr Broad to do what he can. I know he has already taken steps as I indicated on the last occasion to speak to Corrective Services in relation to the matters you're now speaking about and we will endeavour to clarify the position if, as you say, things are still yet to be executed so that you have access to your computer and so on, laptop, then I'll have Mr Broad speak to Corrective Services to see if that can be remedied ASAP.

MR PETROULIAS: Thank you, kindly.

40 THE COMMISSIONER: Yes, thank you, Ms Bakis. Perhaps, Mr Broad, if you could get one of our officers to speak to Corrective Services just to see what, if there's room to make any arrangement, changes to arrangements or just to simply understand their position so that we can address this matter before we adjourn at 4 o'clock. Thank you. Yes.

MR CHEN: Ms Bakis, would you have a look please, again, at the surrender agreement and release which is at volume 7, page 136. And I think I indicated to you before there is another version of this agreement, which I believe is MFI 11, that Ms Dates has signed.---Yes.

But are you satisfied looking at this document for present purposes?---Yes.

All right. You can see, can't you, that it's an agreement that purports to be between three parties, the Land Council, Gows and Sunshine?---Yes.

And you can see under the heading Recitals that it's referring to Gows's rights to acquire property, et cetera?---Yes.

And you accept, don't you, Ms Bakis, that they did not have those rights, don't you?---Well, well they, they do, there is a right there. Oh, well - - -

10 And that's, I'm sorry, you keep going.---Well, this is what we were discussing before lunch. There is a right there.

And that is the right that you're unable to articulate, is that so?---It's, it's an expectancy. I mean, there, there's no reason why Tony Zong wouldn't have – why, why Awabakal couldn't have taken this deed to the members and then to NSWALC? It's, it's, there's a right there.

Right. Well, enforceable by who? Mr Zong?---On signing of this agreement - - -

20

No, this is Gows's agreement.---Sorry.

And a reference to Gows having a right to acquire property.---Well, technically that's probably not correct, yes.

Yes. And all the references throughout this agreement to Gows having a right under the Gows agreement is, at least in your words, technically not correct, is that so?---There's still a right there. I – perhaps it could have been expressed differently.

30

Well, how do you express that right differently, Ms Bakis?---Has rights to acquire a property subject to approval by members perhaps.

And the Land Council?---Yes. Well, that's what I meant. Members of the Land Council.

Yes. I'm sorry, but just so it's clear, the NSW Aboriginal Land Council? ---Yes.

40 Yes. So, coming back to it, though, Ms Bakis, it's clear that not only this agreement but none of the other agreements refer to any of the Gows agreements or the Gows agreements itself being conditional in any way, isn't that right?---That's right.

And none of the other agreements make any reference at all to the Aboriginal Land Rights Act in any way, do they?---I think that's right.

And none of them make any reference to the need to acquire members' approval or NSW Aboriginal Land Council approvals, do they?---That's right.

And you knew all of those matters when you prepared these documents, didn't you, Ms Bakis?---Well, it wasn't a deliberate omission or misrepresentation. The matters are obviously.

10 What I'm suggesting to you, Ms Bakis, is in fact it was a deliberate omission by you that you consciously decided not to include matters of that kind in any of the agreements that you've drafted.---That's not correct.

And you consciously declined to identify – I withdraw that. You deliberately misrepresented the position that Gows had under this apparent heads of agreement dated 15 December, 2014.---Yeah, well, I could have drafted that better, I agree.

It was a deliberate misrepresentation, Ms Bakis?---No, it wasn't deliberate.

20 And at no stage during the course of this transaction, Ms Bakis, did you say to anybody at Sunshine for example, this is a legally unenforceable agreement, did you?---But that's not correct.

I'm sorry?---I keep telling you, there's right under this agreement. They could have taken it to the members or NSWALC, so it's not correct to tell them it's unenforceable, that would be a lie.

30 Ms Bakis, the Sunshine heads of agreement was signed by, amongst other entities, Sunshine and the Land Council. Isn't that right?---Yes.

It purports to deal with land. Isn't that right?---Yes.

It did not have any members' approval when that was signed, did it?
---No.

It did not have the approval at that stage of the New South Wales Aboriginal Land Council?---That's right.

40 At that point in time when you prepared this document and when it was executed, it was unenforceable, wasn't it?---Well, until it gets approval, yes.

Yes.---Yeah, but that's obvious.

In your own words, this is another void agreement, isn't it?---Well, until it's approved.

And you didn't attempt at any stage, Ms Bakis, did you, to novate the Gows Heat heads of agreement, did you?---Novate?

Yeah.---Um, I don't think so.

You don't know what that is, do you?---Well, well, why would I do that?

Do you know what it is?---Well, sign it over to someone else?

Is that what this transaction was about?---No.

10 You didn't attempt to assign whatever it is that Gows Heat had under the heads of agreement to Sunshine, did you?---Yes.

You did, did you?---Oh, God. Um, sorry, can you ask that again?

You did not attempt to assign the right that apparently Gows Heat had under this heads of agreement to Sunshine, did you?---Um, where's, I don't know. I don't, can't remember what that heads of agreement is trying to do.

20 You see, Ms Bakis, what you're really doing throughout the course of your negotiations and your dealings with Sunshine was to create this false impression that the Gows Heat heads of agreement was a real one, giving rise to substantive legal rights. Isn't that right?---And that's correct.

Yes. And you well knew, Ms Bakis, that no such rights were created. Isn't that so?---That's not correct.

30 And at no stage, can I suggest to you, Ms Bakis, did you ever disclose to anybody at Sunshine that this heads of agreement that it had entered was legally unenforceable, did you?---I'm trying to remember, but I mean, Mr Chen, what you're suggesting Aboriginal land councils can never enter into property, into any agreements because they'd be void and unenforceable, so why bother, let's just - - -

Just come back to my question, Ms Bakis.---No, but, I mean - - -

No, Ms Bakis - - -?--- - - - push your point further out, it doesn't make any sense anyway.

40 THE COMMISSIONER: Well, you see, there's a difference, isn't there, between an agreement in respect of Aboriginal land which may see a process activated to get the members' approval, et cetera, and the other approvals, on the one hand, from an agreement which purports to be, in its terms, an agreement to transfer or for the purchaser to acquire property rights, in this case for the sum of \$1.6 million in accordance with the operative provisions of the surrender agreement and release, upon a pretence or representation that it in fact was acquiring – that is, the purchaser was acquiring – substantive rights in the property or properties. So in other words, you can have two different types of agreement. You can have one

which says we will enter into an arrangement whereby we will, subject to it going through the due process and members and the New South Wales Land Council, enter into an arrangement for, in due course, land to be sold, on the one hand, and another agreement which doesn't at all advert to the processes under the Aboriginal Land Rights Act but simply purports to convey and for the purchaser to acquire for a very large sum of money a direct interest or right in the subject properties, in this case to the tune of \$1.6 million. They are two very radically different scenarios, aren't they?---Yes.

10 And I think what's being put to you is that the way this transaction with Gows was handled was it was put forward as a substantive agreement – that is, one by which Zong or his company would acquire under the agreement substantial rights or interests in the Aboriginal land in question without qualification – when in fact the agreement was in effect a sham. That's what's being put to you.---Well, that's just not correct.

Pardon?---It's not correct.

20 All right. What's not correct about that?---Well, this was, I mean, okay, maybe I made an error. Maybe, maybe I should have assigned it instead of transferred it. But he was legally represented. That could have been raised at any time, and his lawyer knew about the Land Rights Act.

Whether he was legally represented or not, just leave that to one side as to when lawyers came into the picture. The fact of the matter is, as to the nature of the contract in question, it's being in effect put forward that it was not one that was operative at law but was dressed up as representing that it was. In other words, this surrender agreement and release in effect is a sham. That's what's put to you.---Well, that's just not correct.

30 Yes. And I - - -?---For all the reasons I've said. I, I, that was my opinion. Perhaps I was wrong. It's not a sham.

MR CHEN: And it's a sham because there is no interest that Gows Heat ever had pursuant to this so-called agreement on 15 December, 2014. ---That's not correct either.

40 And it's also a sham, Ms Bakis, because you knew that in fact the Land Council had never approved a sale to Gows at any time. Isn't that right? ---It's in the minutes. Do you mean the members?

No, I mean the board.---The board had approved it.

THE COMMISSIONER: When?---Oh, there was a minute.

MR CHEN: This was what Mr Petroulias showed you, you mean?---Yes.

THE COMMISSIONER: That's provided that minute is not a sham itself.

---Well, this whole thing sounds like a sham, my God.

Well - - -?---Oh my God.

I'm not putting that the whole thing was a sham, I'm putting to you at the moment - - -?---Oh my goodness gracious me.

- - - discrete parts of it are a sham.---Oh my goodness.

10 Or if they're not a sham, you tell us why they're not a sham.---Well, I'll go overnight and do my research on, of, expectations and whether they're actually a right but maybe I'm wrong about that.

Well, you yourself never took any steps to see if each and every member of the board or a majority of the board had in fact provided authority to the only two members you dealt with, Green and Dates, did you?---Yeah. I, I perhaps made the mistake of assuming that that board operated like other boards.

20 Well, you said you just accepted Green's say-so and that he had authority and you never checked that out, did you?---No. It was confirmed by Debbie, the chair.

And you just accepted her say-so for it without checking her authority out either, did you?---She's a chairman.

30 What does that matter? She's only one member of a board, whether she's a chairperson or whatever position she holds. She is but one member of the board, is that not correct?---Yes, but I, I had to rely on their, their representations that, that, that they had the authority to decide these things.

As a lawyer acting lawyerly in the interests of the Land Council, you were bound, weren't you, to check out whether Green and Dates were being truthful when they said they had the authority of the board?---I disagree with that. I, I did as much checking as I could.

40 As a lawyer acting in the interests of the Land Council, that's the best interest of the Land Council, do you not think or did you not see that you had some obligation to check out what these two individuals were telling you as to having authority from the board to enter into these transactions? ---I just relied on what they said. I mean, yeah, sure, I'm a lawyer and maybe I should check, speak to every member of the board. I mean, I don't do that as a general rule. I mean, you have to be able to rely on – you can't, you can't be checking, you can't be doing that. It's not practical.

You see, when Green said to you, "I have the authority of the board," you knew he'd been liaising with Mr Petroulias about this transaction, didn't you?---Yes. Which is why I had a check by the, with, with the chairman.

And he had been for some time, working in conjunction with Mr Petroulias about a possible sale of the of the land in question at the time of the - - -? ---Not, not a considerable time, I, I don't think they'd been talking that long.

How long would it have been, how many months or weeks?---A few months. I don't know.

10 A few months. So, you'd have to be, if you're acting in the best interests of the Land Council, very astute to the fact that you in fact had two clients on both sides of the record, Gows and the Land Council, and you'd have to be sure, wouldn't you, and you would have an obligation to check it out, that Green wasn't acting in the interests of Gows or Mr Petroulias in saying he had the authority of the board?---No, I disagree with that. I, I - - -

But you see - - -?---I, I know what you're saying and I know what you're trying to do but - - -

20 Well, why wouldn't you agree with that?---Because it's just, it's not practical on a day-to-day basis to, to have a client with, with board members and go to every single board member and say, "Is this, do these people have the authority to do this?" Especially when you see the board minute.

Yes. Why would you not check it out?---Because it takes too long and it's impractical, and as a matter of commercial business it just doesn't happen.

And who showed you the board minute in question?---I don't remember. I'll be honest with you, I don't remember.

30 Well, come on you try hard now. It must - - -?---Well, it would have been either Richard or Nick. I don't know which one.

Yes. Well, it's obviously one or other of them, wasn't it?---Yeah.

And you would still be bound, would you not, knowing that this information was coming via Mr Green, to ensure that all board members had been consulted and they had expressed their right as board members to have a say on this proposed transaction?---Well, that's your opinion, Commissioner. I, I, it, I would have been up there for three months if I was going to speak to everyone up there.

40 You see, at this time you were in a complete conflict of interest in acting both for Gows and for the Land Council, weren't you?---Well, it was a conflict but it's a conflict I managed because both Debbie and Richard knew that I was working for Gows.

And I'm putting it to you, so far as I'm aware, you took no steps to manage the conflict.---Yes, I did.

What did you do?---I spoke to them about it.

But that's not managing the conflict.---How do you manage a conflict, Commissioner? You write to the - - -

No, in the situation - - -?--- - - - write them a letter.

10

In the situation like this you can't rely upon the sole say-so of one party against your other client, the Council, can you, the Land Council?

---Look, we have to disagree on that. I took as many steps as I thought were reasonable at the time.

And in fact the conflict was so actual and so acute that this was not one that could be managed by any means whatsoever, could it?---Yeah, Gows was disadvantaged and I - - -

20

I'm sorry?---Gows was disadvantaged, yes. I should have told them to get other lawyers, sure.

Gows were disadvantaged. Do you think - - -?---Absolutely.

Do you think that the Land Council might just have been disadvantaged as well, not having an independent legal advisor looking after their interests?

---I was always looking after their interests, and I know Mr Chen has taken me to some documents here and picked out clauses, but I will deal with them later.

30

I'm putting it to you, this conflict was so acute it was impossible to manage on any basis. You were bound to tell the Land Council you must engage independent solicitors to act for you, because I'm acting for Gows. Correct? ---Perhaps.

Perhaps? It's a certainty, isn't it?---Well - - -

That you had no option but to say that, to give them that advice, you have to go and get independent lawyers to act - - -?---But I did.

40

- - - in relation to this transaction?---I did tell them that.

Oh, you did? When?---I did, I told them, look, go and see your lawyer, you've got your regular lawyers, go and talk to them.

Who are you talking about now, Gows or the Land Council?---No, no, Land Council.

Well, this is the first we've heard of this.---Well, well, I haven't had an opportunity to say anything about anything.

Did you write to them?---It's on my file.

Did you write to them in strong terms to that effect, to the Land Council?
---I can't remember. I, I've had this discussion with them.

10 You said you've had a discussion, with whom and when did that discussion take place?---Oh, good Lord, good Lord. Um, ah, it would have been around the time, where are we, November, December - - -

MR CHEN: It was in 2014, wasn't it?---2014.

THE COMMISSIONER: What did you say?---Look, you might want to get your local lawyer to check this out, because I came in, I'd stepped in to do this one transaction, I didn't want to hang around, I said this earlier. So - - -

20 And this was the conversation again you had with?---Debbie or Richard, and Richard.

MR CHEN: Well, Ms Bakis, I want to come back to where I think my last question was to you a little while ago now, which is at no stage did you ever say to anybody on behalf of Sunshine that this is a legally unenforceable agreement you're signing, did you?---No.

30 And you never disclosed at any time that the true position was that this Gows Heat heads of agreement created absolutely no rights whatsoever, did you?---Well, because that's not true, so I didn't.

You see, you were a willing and active participant in all of this deception, can I suggest to you, Ms Bakis?---It wasn't deception. There's no deception here.

And the deception continued not only from the acquisition proposal but also the whole way through this transaction, including when these agreements were signed on 23 October, 2015. Isn't that right?---No.

40 And the sole objective, Ms Bakis, was for you to document these agreements to try and extract a payment from entities such as Sunshine based on these Gows Heat agreements, isn't that right?---That's not right.

Well, that's exactly what occurred, though, isn't it?---Well, that's what happened but - - -

Yes. So one of the objectives of this transaction plainly must have been to secure this very substantial financial windfall to Gows Heat, isn't that right?---Well, that wasn't, well, yes, that was, that was an outcome, yes.

No, no. That was the intent, Ms Bakis, surely.---No, it wasn't.

Well, Ms Bakis, you're suggesting by that answer that somehow Gows has ended up with over a million dollars quite unintentionally and quite coincidentally without reference to any document you prepared.---Sorry, can you repeat that?

10 Well, Ms Bakis, I've put to you – I think, with great respect, in fairly clear terms – the intent of this transaction was to secure a financial windfall to Gows.---That might have been Gows's intention.

Well, you drafted the documents, Ms Bakis, and that is, we know well and truly on the evidence, what occurred. Isn't that right?---Well, that's what happened.

20 And that was because you drafted the documents in such a way that that would occur, isn't that right?---Yeah, but you're, you're missing all the stuff that goes on around the documents.

Ms Bakis - - -?---Like discussions.

Ms Bakis - - -?---Conversations.

The - - -?---Lawyers. Meetings.

And they are all embodied in agreements that were signed on 23 October, 2015.---They are what? They are embodied in, what, which document?

30 Documents signed on 23 October, 2015.---Right.

Are you agreeing with that proposition?---No. Well, I don't, I, I don't understand this questioning. The, the Sunshine deal, it was – I don't understand. I don't understand.

Well, please finish, Ms Bakis.---No, no.

No?---What's the point?

40 Well - - -?---You're, you're, you're referring me to documents. You're, you're making grand accusations. There's no point me answering anything at the moment.

Ms Bakis, there is always a point to you answering questions, and those gratuitous statements you've made are not true. Now, Ms Bakis, I'm asking you what is the intent of a document that results in a payment. Now, Ms Bakis, you can - - -?---That's not what you asked me.

Are you trying seriously to attend to the questions I ask of you, Ms Bakis?
---Yes.

THE COMMISSIONER: Ms Bakis, people are summonsed to give evidence before this Commission in an investigation with a view to the Commission obtaining their assistance and cooperation to bring to light the true facts that matter about which the investigation is concerned.---Well, we haven't seen that today, have we?

10 And that includes most particularly somebody who is a legal practitioner. It's often the case, as you'd be aware, that a court looks to legal practitioners for impartial and honest and straightforward advice or answers when giving evidence.---Yes.

In addition, these matters are being put to you so that you can fairly and squarely have notice as to the matters with which you should be concerned in your evidence to reply to truthfully, so that certain of the questions being put by Counsel Assisting are designed to provide you with an opportunity to firstly honestly respond, to provide the correct answer, and secondly to
20 provide information that you may consider may assist you. Of course, being information that's truthful and correct.---Yes.

So I don't think I need say more other than that if you would listen to counsel's questions, they may assist in your answer to the Commission and may assist you in your position.---Okay.

MR CHEN: Now, Ms Bakis, prior to these agreements being signed on 23 October, 2015, did you provide any advice in writing that this transaction is proceeding but is unenforceable?---No.

30 Did you also advise in writing that money was being paid over on the basis of an agreement that's been bought out but that agreement itself is unenforceable?---No.

You didn't provide any written advice, did you, back to the board of the Land Council advising them on the effect of this transaction at all, did you?
---In writing?

40 Yes.---I don't think so.

And in fact you never gave any full, complete and accurate advice, to the extent you may have given it, to either Ms Dates or Mr Green, did you?
---Well, that's not true.

Did you ever tell the board or Mr Green or Ms Dates, oh, hang on, this company, Sunshine, and this transaction might be going off on the wrong footing, they may think there's a real deal here when there's not? Did you

ever give them that advice?---Why would I give them that advice when it's completely false?

Well, you see, money was going to be paid across, as I understand it, on your documentation, Ms Bakis, something in the order of \$1 million.

---Yes.

And it seemed to be on your evidence money that Gows was entitled to. Isn't that what you've been saying?---And that's correct, yes.

10

And did you tell the Land Council, oh, hang on a minute, we may need to act cautiously here in proceeding further because this Gows company is going to take well on \$1 million out of this. Did you give them some advice about that?---I may have.

What do you mean by that? You did or you don't remember?---I don't remember.

20

Well, that would be important advice, wouldn't it, to tell the board and the board members that they're being involved in a transaction where substantial sums of money are being paid across on the basis of this apparent unenforceable agreement?---They knew that.

Well, come back to my question, Ms Bakis, please. It would have been important advice to give, would it not?---Yes.

Essential advice to give?---Yes.

30

And it should have been given to them so that they had the opportunity to decide whether they wished to be associated with such a transaction. Isn't that right?---Yes.

And you knew, did you not, that Mr Petroulias was very keen for this transaction to proceed, didn't you?---Well, well, yes.

He was proceeding as you were in the full knowledge that there were no rights at all created under this Gows Heat heads of agreement. Isn't that right?---No.

40

And it served your interests, did it not, to proceed with this transaction, didn't it?---Did it? I don't think that's right.

Well, it served your financial interests, didn't it, for this transaction to proceed?---Absolutely not.

And it certainly served well and truly Mr Petroulias's financial interests, didn't it?---Well, yes.

And they were the only interests, can I suggest, Ms Bakis, that you were serving in this transaction at all.---That's false.

Well, Ms Bakis, what steps did you take immediately following this agreement or these series of agreements being entered to provide advice to the board of the Land Council to immediately arrange a members' meeting?
---On 23 October?

After it.---Um, I didn't.

10

See, the whole purpose of these documents and the transaction was simply to deceive Mr Zong and Sunshine into believing there was a legitimate transaction when there plainly was not, Ms Bakis. Isn't that right?---That is so false, it, it's - - -

20

And the true purpose - - -?---It's beyond false. It is so ridiculous. It is so ridiculous. Tony Zong knew what he was doing. He knew what he was paying money for. He was legally advised. I know you ignore that fact. He was very carefully advised to stay away from this and he kept coming back. So the, I mean if Mr Zong hadn't been represented perhaps there could be some, some truth in what you're saying, but that's completely wrong. It's completely wrong. It's false. It's false.

THE COMMISSIONER: Mr Zong had been the recipient of many representations by Mr Petroulias about this transaction before it was entered into.---Oh, I'm sure that's what he has said, yeah.

30

Well, don't you believe that he had?---No, I don't believe Mr Zong. I wouldn't believe anything that man says.

Do you believe that it was represented to him that if he enters into the surrender and release agreement there were prospects that he would be able to, A, own and, B, develop the five properties?---Following approval, yes. I'm sure that's the conversation they had.

40

And that the surrender agreement and release, was the pathway to getting there?---I'm sure he said that. I'm sure he has said that. But I, and I'm sure Matt Fisk has said he has met me. I've never set eyes on that man either. There are so many lies here. But, but no more speeches.

MR CHEN: Have you finished, Ms Bakis?---Yes.

Now, Ms Bakis, you have, on your file, disbursement instructions that relate to moneys that came into your trust account, aren't there?---Yes.

And you've seen those, haven't you?---Yes.

And you say that Mr Zong signed one, dated 3 December, 2015, do you?---
Yes.

Notwithstanding, at least on the basis of clause 2.4 of the variation
agreement, the money was not for his benefit or to be held on his behalf. Is
that right?---Tony Zong was always going to pay Gows first, then Gows was
always going to get a million dollars first or whatever the hell the number
became. There was, there's two lots of money. There's a money for Gows
and Gows was always going to be paid first. That's clear in the agreements.
10 And then there was money for Awabakal and he never paid that lot of
money.

So, he was to pay money on the basis of an agreement that was
unenforceable, was he?---Who, Tony Zong?

Yes.---Oh, God. Here we go again.

It's not here we go again.---It is. You're - - -

20 That's exactly what you said.---That's about the tenth time you've asked me
the same question.

It's not, Ms Bakis, at all.---And it's unfair.

It's not unfair.---Because every time I have to sigh.

THE COMMISSIONER: Ms Bakis- - -?---Sorry, I apologise.

30 Would you listen to - - -?---I apologise.

Would you listen to the question and answer - - -?---Okay.

- - - and answer it. Whether you think it's been asked before or not. Do you
recall the question?---No. Something about unenforceable contracts, sorry.

Just put it again.

40 MR CHEN: Ms Bakis, are you deliberately not responding to my questions
simply to delay answering them?---What, sorry? I've answered all your
questions.

See, Ms Bakis, what you said was that Gows were always to be paid first
and thereafter Awabakal or the Land Council.---Yeah. If you have a look at
these agreements in total, yes.

So, Mr Zong was to pay money across after the million dollars, was he, to
the Land Council notwithstanding that nothing had been approved? Is that
the position?---I think that's how the agreements work.

Right. So, he's paying money for the hope that something would happen, is that the case, Ms Bakis?---Yes.

Ms Bakis, that is frankly absurd and you know it.---Well, that's your opinion.

10 Well, I'm basing it on the agreements, Ms Bakis, and the evidence of Mr Zong at least.---Those agreements can still be taken to the members. They can still be approved and perhaps they are fair and, and, and the valuations were good. You know - - -

Ms Bakis, I'm sorry - - -?---No, you, you're right, you're right.

You asked Mr Green to sign one of these disbursement instructions, didn't you?---I think so.

20 Well, I showed it to Mr Green whilst you were in the hearing room. Would you like to see it?---Yes, please.

What's the point of Mr Green signing it if the money was always to go to Gows?---Oh my God. You're not going to pull it up?

Yes. Exhibit 57. Could you answer the question while it's coming?
---What date was it, was it the first payment or - - -

It was - - -?--- - - - the second payment? The first payment. It was probably to confirm that Awabakal knew the payment was being made.

30 Is that what you seriously suggest is the answer? I know Mr Petroulias keeps shaking his head.---I can't see him. I'm not looking that way deliberately, okay? I can't see him.

All right. Now, sorry, it was for him to confirm, was it that - - -?---I don't know. I mean I'm sure it's all in my file note, but let's, let's have a look. I can't remember.

40 Page 8. So if this is all money that was supposed to go first up as a priority to Gows, why does Mr Green have to sign this?---Because it says, "312 to be held on trust pending rezoning approval and then to be received in light of the densities achieved."

Well, thanks, we can read that.---Sorry, I'm reading it out loud, please.

THE COMMISSIONER: No, no, don't do that, just read to yourself.
---Oh, okay. I'll re-read it. Yeah. I can't remember how much was in my trust account at this point.

MR CHEN: Well, let's come back and start again, Ms Bakis. I asked you this question, why is Mr Zong - - -?---Why is Mr Zong?

- - - signing this, because the money is not being held on his behalf, so why does he need to sign anything?---Zong? Because Mr Zong had to pay Gows.

Well - - -?---That's clear from the documents.

10 Let's assume you're right. Then why does he then have to provide further instructions to release the money?---Because I wanted to make sure he signed it and he understood what he was doing.

And - - -?---That's all I was doing, I was making sure that he knew this money was for Gows.

Right. Well, he's already paid 250,000 directly to Gows, why is he paying it into your trust account then?---Because we asked him to.

20 All right. And so surely you'd have another one of these trust account disbursements for the 250, would you?---Well, that never hit my trust account.

Well, why is one being paid into the Gows account and one being paid into this account?---I don't know, you can ask Mr Zong or Mr Petroulias or someone from Gows or, I don't know.

Well, there's a simple - - -?---But this, this 400 for Gows came into my trust account.

30 This \$400,000 can be explained on the basis that in fact it's not for Gows, it was supposed to be, pursuant to the variation agreement, for the Land Council.---Well, that's just completely incorrect.

So let's come back to the second part. Why is Mr Green signing this? It's got nothing to do with him.---It was probably just to make sure that Awabakal were on board with what was going on.

Well - - -?---Transparency. And that note um, so - - -

40 THE COMMISSIONER: This is a transaction between Gows and Zong or his company.---That's right.

Mr Green is not involved directly in that.---That's right.

He's got no rights under that agreement. So what's he doing here signing documents on your trust account to authorise or to acknowledge payment of

money in a transaction that he's not a party to?---Well, perhaps that's me being transparent.

Transparent? Transparent about what?---To Awabakal that, that there's money and that – I just, I don't remember how much. There must have been 312 on, in my trust account after this (not transcribable) to be reviewed. I don't know. I just, I don't know.

10 This is either totally shambolic, this trust account issue with these funds, or there's another story behind it.---What's the other story behind it that you think? Please tell me.

Well, we've got a person who's got nothing to do with the transaction about which these funds are being paid - - -?---He's from Awabakal. You've just lectured me about how I needed to advise them, and here I am telling them what's going on and I'm being criticised for being shambolic.

20 This is the transaction that results out of securing the Land Council's agreement – although I hasten to add, only through Green and Dates. This trust account relates to moneys vis-à-vis Zong or Sunshine in which Gows is claiming it's their money.---Okay. Perhaps I shouldn't have told Richard. My mistake.

MR CHEN: Well, if you look at the next – there's a couple of others. I mean, let's be clear, Ms Bakis, the whole of this \$712,000 has gone out of your trust account to Gows, hasn't it?---Yes.

30 And on what basis does that money go out of your trust account towards Gows, Ms Bakis?---Based on the agreements.

I see. And you've had, or at least there appears to be, versions that have been signed by Mr Zong. I'll just ask you to have a look at it, perhaps at page 6 at exhibit - - -?---Excuse me? Mr Zong signed these - - -

Just a moment, please.---No. The - - -

I'll just show you the document first, Ms Bakis.---Sorry.

40 And you can respond then. Now, do you see there, Ms Bakis, at page 6 there's another trust account disbursement? Do you see that?---Yes.

And that appears to relate to the same transaction, does it not? Namely \$400,000?---Isn't that the same thing?

Well, it appears to be.---So I've stuck a sticker on this second copy.

Well, it appears to be. If you turn over the next page, page 7, there's another version of it.---Well, there you go.

So what's the position? Is there another trust account statement in your files somewhere disbursing the \$312,000 signed by Mr Zong?---Yes.

There is, is there? All right.---Can you, sorry, can you, sorry, this is the – oh, gosh, there's an error. Can you scroll up?

10 So just for the record we're looking at page 7, and you want to look at page 6, do you?---Oh. Oh, "You're, you're instructed to apply the balance of the amount held in trust to the following bank coordinates." So this was for the 312. Was that your question?

And is this what Mr Zong has signed, is it, to authorise the release? Is that the position?---Well, yes.

Well, again, why is he having to sign this when he's already agreed to it, according to your evidence?---I'm being extra careful.

20 All right. Well, why didn't you be extra careful and show this at the time to somebody from the Land Council?---I did, because they've signed the bottom of it.

So down the bottom it says, "Ratified 22 December, 2015, and reconfirmed 11 January." Whose signature is that?---That's Debbie Dates's signature.

And did you provide this to her to sign, did you?---Yeah, I explained the, what was going on and made sure she knew what was going on.

30 And what was the purpose of telling her that the \$312,000 was going out of the trust account?---So that she knew what was going on on the Gows side of things.

But you know, Ms Bakis, don't you, that Ms Dates was suspended during the course of December of 2015, don't you?---Can you put those documents back up, please?

40 THE COMMISSIONER: Just a moment, would you answer the question? ---Yes. But if you have a look, the, yes, but I think she was back on board by 11 January, '16, I think.

MR CHEN: So, you took that document, did you, to her, to sign on 22 December, 2016, is that the position?---No.

Well, what happened, Ms Bakis, on the 22nd to have Ms Dates's signature appear there?---"Ratified and reconfirmed." I'm not sure but I'm pretty sure Debbie signed that in early January. I'm not sure if the, I, I need to see them all in sequence. I - - -

I'm sorry?---I need to see them all in sequence to see how - - -

All right. Well, we'll show you again.--- - - - how they've been signed.

They're on the screen.---Yeah, oh - - -

Which one would you like to see first?---I can't see it here.

Is it not in front of you?---Can you scroll up? It's okay.

10

Is it not in front of you, the screen in front of you?---No, no.

Just a moment then, we'll sort that out.

THE WITNESS: Can you scroll up one to 5? No, that's the wrong way. Sorry, the other way. Yeah, I, I'm not sure what's happened there. I can't recall.

MR CHEN: Well, there's a letter on your file that seems to suggest that you sent a letter to Ms Dates on 23 December, 2015. Do you recall sending that letter?---I don't but there you go.

And you sent a number of things to them including trust account disbursement instructions, dated 22 December, 2015. Do you remember sending those along?---Vaguely.

Would you like to see it, Ms Bakis? It's in MFI 33, page 28 and it's probably one of the documents you've looked at.---Yes.

30 Do you see that in front of you? No, that's not it. Page 28? I'll come back to it, Ms Bakis. There's a bit of an issue with the computer. Do you see that, Ms Bakis, the letter of 23 December, 2015?---Yes.

And is that a letter that you prepared and sent?---Can you scroll down? Yeah, I think so. Yeah.

When you say you think so, did you send it or not?---Did I send it?

Yes.---What's on the next page?

40

I think just your signature.---Right. Well, I would have sent it if I drafted it.

Do you have a recollection of that or not?---I, I would have given it to somebody, a chairperson, acting.

What, you mean you handed it over to them rather than post it?---Yeah, yeah. Always.

When you say, "Always," is that the way you provided material, is it, by handing it over rather than posting it?---Yes because I, if I did something like this, I'd want to talk to them about it and it was Christmas, so I don't think I would have sent it.

This talks about completion instructions dated 22 December, 2015. Do you see that in the letter?---(No Audible Reply)

10 Directing payment go to Gows Heat?---Yes.

And you recall though that these documents that I showed you from Exhibit 57 apparently had Ms Dates signing it on 22 December, 2015. How has that happened?---I wasn't sending her a deed to sign. Completion – are they attached, I probably didn't attach them, did I or did I? Is there anything in my file about completion instructions, what they are?

It's your file, Ms Bakis.---Yes, well, I don't remember.

20 All right. But my question was, Ms Bakis, why is Ms Dates seemingly signing this on the 22nd when this has only been prepared on the 23rd and the money's already been disbursed? What's the explanation for that?
---Sorry, when is Debbie signing what?

Well, I showed you Exhibit 57 and showed Ms Dates apparently signing that on 22 December, 2015.---No, that's not what I said. I couldn't work out if it was the 22nd of 6 January, '16.

Right.---Which would make sense, given the timing.

30 Well, Exhibit 57 certainly refers to the fact that it's been signed by Ms Dates apparently on that date.---Exhibit 57?

It says, "Ratified 22 December, 2015."---Which one, sorry, which one is this?

This is Exhibit 57, the trust account disbursement instructions.---All right. Oh, are you waiting for an answer? Um, I don't know.

40 Well, Ms Bakis, just turning back to this letter on page 28 of MFI 33, it asks for the Land Council to ratify completion instructions et cetera. Do you see that near the bottom of the first page?---Yes.

Why are you asking them to ratify those matters?---Just to be completely clear, transparent and open.

You were saying a moment ago this money has got absolutely nothing to do with the Land Council, so why would the Land Council be asked to ratify something that's got nothing to do with them?---Well, and I've just been

lectured about the conflict, so perhaps I was being overly cautious so that they were fully on board as to what was going on on the Gows side.

So you're asking two members of the board to ratify something that has nothing to do with them just to keep them abreast of all this. Is that the position?---Yes, presumably.

10 Well, you don't know, do you?---Well, I, I can't, I can't know anything without, without my file notes, so I, I don't, I don't even know when, if the board was meeting and I don't even know that detail. They perhaps were.

Well, Ms Bakis, this board meeting matter you keep referring to, how many board members were there at the end of 2015?---Six.

Right. And who were they?---Debbie, Richard.

Yeah. Who else?---Lenny Quinlan.

20 Yeah.---Jaye Quinlan, Larry Slee and Micky Walsh. I think that's all of them, yeah.

And why couldn't these people meet?---Why couldn't they meet at this point?

At any point?---Well, they weren't meeting all year.

30 Well, why couldn't they, is my question?---Because my understanding was that a few of them had resigned, a few had just stopped turning up, so there wasn't a quorum.

That's your clear recollection, is it, there wasn't a quorum?---Oh, or, until Mickey Walsh started turning up to the meetings again, then had a problem.

Mr Walsh was always turning up to meetings, can I suggest to you, Ms Bakis?---Was he?

You know that, don't you? This idea that - - -?---No, I don't.

40 - - - the board - - -?---Oh my God.

- - - the board was not meeting, they met only two or so weeks after this to ratify your appointment, didn't they?---Sorry, Mr Chen. Sorry?

They met in about two or so weeks after this time to ratify your appointment?---Oh, November, that's right, sorry. I had forgotten that. See, there was a board meeting. See? Sorry.

THE COMMISSIONER: Drop your comments, please.---Sorry. No, no. I'm, I'm, I'm - - -

Yes, no statements.---I'm smiling at myself because I'm so hopeless.

Yes, well you just try and answer.---I'm not, I'm not being smart. Promise.

I'd hope not.---I'm not. I'm, I'm genuinely forgetful.

10 MR CHEN: Now, Ms Bakis, you also know as well, don't you, that a deed of guarantee was prepared by you, don't you, in December of 2015?---Yes.

And that was a document prepared for what purpose, Ms Bakis?---A deed of guarantee. I, I, I think, I think Tony Zong had found out that an investigator had been appointed and he was concerned about the deal and he wanted some assurances, is my recollection.

He was believing there was deal between the Land Council and his company, by then Sunshine Warners Bay, is that right?---Yes.

20

Yes. And you prepared a document wherein Mr Green would provide an guarantee on behalf of the Land Council, isn't that right?---Yes.

And who gave you those instructions to prepare that document, Ms Bakis? ---I don't remember.

Well, it was purporting, was it not, to provide a guarantee in connection with essentially any or all losses that may arise in consequence of an investigation being undertaken, isn't that right?---I remember this document was not drafted well - - -

30

THE COMMISSIONER: Would you please answer the question?---Oh, yeah, perhaps, yeah. Yes.

MR CHEN: And who gave you those instructions?---And I said I don't know.

Well, it's signed by Mr Green you know, don't you?---No, I don't.

40 You don't know that at all?---Well, if I see it I might see that but yes.

Well, I can show it to you, Ms Bakis. It's Exhibit fifty - - -

THE COMMISSIONER: How could Green get such a guarantee on behalf of the Land Council? Could you explain that?---I'm surprise it was signed by Green. Oh, sorry, he was acting chairman and, and we were in between board meetings, so in theory he had the authority to sign that document.

What I'm asking you is, how could Green have authority to guarantee, "Any or all losses," on behalf of the Land Council? Just explain that one to me.
---He can't.

Right. But nonetheless you got him to – well, you presented this deed of guarantee drafted by yourself, is that right?---Can you pull that document up? There was an error - - -

10 Would you answer my question and stop asking for requests for documents?---I don't know what the, I don't know what the document says but sorry. You, I - - -

The deed of guarantee – we're not going to the content in detail for the moment.---Okay. Forget, forget about the content.

What I'm asking you is, on what basis could you assume that he had authority to guarantee, "Any or all losses," on behalf of the Land Council?
---He had absolutely no authority.

20 MR CHEN: And that's with respect the position that Mr Green expressed to you repeatedly throughout 2014 and '15. Isn't that right?---What?

He did not have the authority, Ms Bakis, did he, to commit the Land Council to any of these agreements that you apparently documented?
---I don't know what that's got to do with this other question but that's false.

THE COMMISSIONER: Sorry, what's your answer?---I don't know what I'm answering anymore. Okay. Mr Green knew what he was signing - - -

30 Just, just, just stop there, stop there. Just make it clear as to what agreements you're embracing in that question.

MR CHEN: I'll do that, Commissioner.

You knew at least in relation to this deed of guarantee that Mr Green did not have the authority. Isn't that right?---Yes, because it's a badly drafted document.

40 Well, it's got nothing to do with whether it's good or bad, Ms Bakis, authority is authority. It's got nothing to do with drafting.---Okay. So Richard Green was the acting chairman. The Aboriginal Land Rights Act says between board meetings the chairman, the chairman is the Land Council, as in the board, the chairman is the board. So in theory he did have authority at this point.

So let's go through this, Ms Bakis, if you would. What rule or section are you talking about?---Oh, it's, oh, I think it's rule 19, I don't know where it is, it's somewhere in the schedules.

Is it in the Act, is it in the regulations?---I'm not sure.

So according to your construct of this provision, Ms Bakis, although constrained by what the board might do during a meeting, outside of that meeting the chairperson has unfettered discretion to do as he or she sees fit. Is that what you say?---Well, unfettered within the, you know, within the constraints of the Act.

10 THE COMMISSIONER: Just answer the question.---Yes.

MR CHEN: Right. So in effect the chairperson at any point when the board is not meeting can make any decision that he or she wants. Is that your understanding of how this provision works?---Yes.

And what, that's one of the bases, is it, that you've proceeded to accept blindly whatever Mr Green might have said to you. Is that right?---When?

20 Well, for this, for example this agreement dated 21 December, 2015?

THE COMMISSIONER: The guarantee.

MR CHEN: The guarantee.---Well, he's signed it on that basis.

30 Ms Bakis, you're the one that promoted this idea that Mr Green was the chairperson and that pursuant to this rule or regulation had this unfettered discretion to do as he saw fit, and I'm asking you, is that the serious basis upon which you, as a solicitor, purported to document this agreement with Mr Green?---No.

Well, on what footing did you then draft it, Ms Bakis?---You're confusing me. Sorry, and I'm not being evasive, I'm just getting confused by, by your
- - -

THE COMMISSIONER: Just answer the question.

THE WITNESS: Okay. Mr Green didn't promote this agreement. There were - - -

40 THE COMMISSIONER: Could you just answer the question?---I don't know what the question is.

I don't know how many times I've asked you to - - -?---No, the questions don't make sense, Commissioner. I mean they're, they're - - -

Ms Bakis, just, the question made perfect sense.---Okay. Well, ask it again then.

Would you - - -?---Sorry.

I'm not going to ask counsel to keep repeating questions - - -?---Okay.

- - - which you are going to seek to circumvent and evade or obfuscate.
---Oh.

This question was clearly put. I'll ask however Senior Counsel to put it again and I direct you to answer it directly.---Yes.

10

MR CHEN: On what basis were you then proceeding to document this deed of guarantee with Mr Green?---I don't know how to answer that.

THE COMMISSIONER: What's your answer?---I don't know how to answer that. On what basis - - -

You just answer it.---On what basis was I, with Mr Green, was I, on what basis. Well, he was the chairman, he had the authority to sign it.

20

That's the question. On what basis did you act that he had the authority to sign this guarantee on behalf of the Land Council?---His say-so. I honestly don't understand what you're trying to ask me. Maybe I'm just - - -

MR CHEN: What's happened, Ms Bakis – let me put it, if I can, in simpler terms. There's a document that purports to guarantee certain rights to Mr Zong. You would accept that, surely.---I think it does that.

Well, Ms Bakis, this is your agreement. Do you not know?---No.

30

You've not even bothered to acquaint yourself with the detail at all, is that the position?---There's too much of it. I, yeah. Sorry.

THE COMMISSIONER: Well, I'll just repeat what's already gone over. We're talking about a deed of guarantee which was prepared by you, is this correct, on 21 December, 2015.---Okay.

Now, you know the document that's now being referred to.---I think I know the document.

40

The deed of guarantee prepared by you on 21 September.---Yes. Yes. Yes.
December 2015.---Yes.

That's what your attention has been focused on for the last 15 minutes.
---Yes. Yes.

We're continuing on that document and no other document.---Okay. Yes.

MR CHEN: Now, that's a document, Ms Bakis, that you know purports – as its name suggests – to provide a guarantee in favour of Mr Zong's company.---Yes.

And the question is, you knew that Mr Green had no authority to provide instructions to you to prepare such a guarantee by or on behalf of the Land Council, isn't that right?---Well, I thought he did. Perhaps I was wrong. I honestly thought he did.

10 THE COMMISSIONER: But on what basis? That's the point of all these questions.---Well, the answer, if I say it's because of the legislation, that's - -

Just answer the question. On what basis?---The legislation.

MR CHEN: Well, Ms Bakis, what it says is the chairperson must represent an Act subject to the instructions of a council meeting on behalf of a council – I withdraw that. The chairperson must represent an Act subject to the instructions of a council meeting. So how does that provide you with any support at all, Ms Bakis?---I don't think that's the right section but - - -

Well, Ms Bakis, it's the one that you referred to in some of your file notes or apparently your running log. Rule 19.---Okay.

THE COMMISSIONER: Just show that section to Ms Bakis so she can see it. Is it a section or a rule?

MR CHEN: It's a rule, Commissioner. If that could be made available to the witness. I've underlined it as well, Ms Bakis.---Thank you.

30 THE COMMISSIONER: Have you read that rule? Have you read that rule?---I'm still reading it.

MR CHEN: There's no need to turn over, Ms Bakis. It's highlighted and underlined for you.

THE COMMISSIONER: Nobody's asking you to go through the legislation. Could the folder be returned to senior counsel, please. Ms Bakis, would you hand that folder, please, to the associate?---I'm sorry. I haven't finished reading it.

MR CHEN: All right. No, please read it. If - - -?---No, no. It's okay. It doesn't matter. I don't need to read anything. God.

THE COMMISSIONER: Well, let's deal with this one - - -?---I was just checking to see if it was the right rule and I was, and it's a long provision and I was reading through it.

Just be quiet. We'll deal with rule 19 first, which is the one you relied on, and if there's something else in the Act or rules, we'll go to that. All in due course.

MR CHEN: So is it rule 19, Ms Bakis?---I don't know. Didn't have long enough to look at it.

10 Well, at the time that you were preparing this deed of guarantee, is it the position that you just proceeded on the basis of whatever Mr Green said and documented, is that right?---No.

What other advice did you give the Land Council about what risks this exposed them to, Ms Bakis?---I don't know.

Well, on the face of it, it seems to suggest that the losses could at least be in the order of a million dollars.---That document was not drafted well.

20 THE COMMISSIONER: Well, whether it was drafted well or not - - -?
---No. It makes all the difference because it doesn't - - -

The question which you didn't answer, which I'll put again.---Okay, I understand the question. So, what – I don't know, I don't know what I told the Land Council, I don't remember.

Did you give any advice to them about the significance of entering into this deed of guarantee?---I probably did.

But you don't know whether you did or you didn't.---I probably did.

30 It's such a significant matter. Isn't this something you'd put in writing?
---You see, Commissioner, it wasn't to be so significant.

Yes, but its terms make it significant, don't they? Makes the Land Council liable for any or all losses.---Yes, but that's not what it was supposed to say.

But it does say that, didn't it?---Yeah, but that's not what it was supposed to say.

40 Well, whatever it was supposed to say - - -?---No, it wasn't - - -

It ended up saying it, didn't it?---It – yes.

And creating a legal liability potentially in the Land Council.---I was, I was negligent drafting it.

Stop talking over me.---Okay.

You understand that the guarantee, the deed of guarantee that you drafted on 21 December, 2015 left the Awabakal Land Council open to being made liable for any or all losses.---I didn't realise that - - -

No. I didn't ask you what you realised. That was the fact as you understood it, correct?---I under - - -

You drafted it.---Oh, God. I understand that now.

10 And you would have as you drafted the terms, "Any or all losses," have understand what that phrase involved?---No.

Pardon?---No.

You did not at the time, you say on your oath, understand the meaning or significant of the phrase, "Any or all losses," in the deed of guarantee?---I'm going to say it again, that - - -

20 No, no. Just answer my question. Did you or did you not understand - - -?
---No. Under my oath, no. If I'm not allowed to explain my answer, the answer is no.

All right. That's the answer. Now what's your explanation?---When I, when I drafted that, it, it wasn't, I was completely negligent in drafting that document and I was very upfront with Lawcover when I met them about this because I only saw it when I was preparing my file for them and I told them that the intention of that was not to create, put Awabakal into such a position where they were guaranteeing such a huge loss. So, when I drafted it, I, it was not meant to be anywhere near what, what it looks like there and that is my genuine answer.
30

But nonetheless, that's what its effect was.---That's what happened, yes, I agree. Yes, as, to, I'm embarrassed by it, yes.

It's such a basic concept in law that you must have understood that was its effect. To guarantee any or all losses meant literally what it said.---Yes.

40 Well, isn't that a matter that you would be bound to give written advice on to the Land Council so they could make a decision before signing it or executing it?---If, if I hadn't been negligent and if I didn't pick the error up a year and a half after I'd done it, yes, I probably would have given them written advice about it. I agree.

MR CHEN: But, Ms Bakis, certainly a document like that, when signed and presented to Sunshine, would give them a great deal of confidence about the legitimacy of this transaction they'd entered into, wouldn't you agree?---In hindsight, yeah.

Well, you surely must know that giving a guarantee to another party to a transaction - - -?---Oh, God.

- - - by a statutory corporation such as a Land Council, would give them a great deal of confidence in this transaction, surely?---Yep.

THE COMMISSIONER: And was that its purpose, to give them that confidence?---No.

10 MR CHEN: Well, it's got another purpose. It's obviously to give them a guarantee. But can you think of anything else other than to give them confidence and to give them a guarantee?---No.

Now, Ms Bakis, there's another aspect to it as well, is that if as a matter of law this underlying transaction between Sunshine and the Land Council is unenforceable, you're effectively giving them a guarantee which is inutile in one sense, isn't it?---Yes.

20 And despite the fact that – well, I withdraw that. That's another aspect of why this whole guarantee was a nonsense. Isn't that right, Ms Bakis? Because the actual transaction involving Sunshine and the Land Council, as you know, was void and unenforceable.---That's not what I thought about it when I was drafting it.

Ms Bakis, we've been through this.---Ah hmm.

You knew - - -?---We've been through it.

30 - - - at all relevant times that any land dealing, of which this was one, was unenforceable as a matter of law.---Yes.

And so you're actually providing a guarantee by the Land Council in respect of a transaction that's unenforceable and void.---Okay.

Now, Ms Bakis, you've denied I think in your own evidence just before lunch, ever meeting Mr Fisk. Isn't that right?---Yes.

40 You recall though don't you having email communications with him? ---Oh, yeah, I think later, yeah.

And you recall, don't you, that you had some email communications with him in late April, 2016. Isn't that right?---Yeah, perhaps, yeah.

Well, I opened this inquiry on the basis of these emails. Do you not recall them?---I wasn't here that day.

Well, Ms Bakis, you know that Mr Fisk made contact with you about providing an update of the Land Council board meetings in connection with this apparent transaction. Isn't that right?---I think so.

And what he wanted to know was where the land dealing certificates were from the New South Wales Aboriginal Land Council. Isn't that right? Amongst other matters.---I think so.

10 And you provided a response, didn't you, to his inquiry to that effect?
---Yeah, I think I did.

All right. Well, just have a look at volume 12, page 288. You can see down the bottom, Ms Bakis, that the email is sent or forwarded on to you but it's addressed to Nick. Do you see that?---Yes.

And you can see your response then at 2.32pm on 28 April, 2016?---Yeah.

20 And you indicate that you're not capable about speaking about client privileged information but then offer Mr Fisk an opportunity to speak to Mr Green about other matters. Do you see that?---Can you scroll down, like, what was he asking me? And the next page? Okay.

Do you see your response there, Ms Bakis?---Yes.

What's the privileged information there? He's asking about a board meeting and about a dealing certificate.---I don't know.

30 Well, there's nothing privileged in that, Ms Bakis, surely?---I would have been told to draft that.

By who?---Either Mr Petroulias or Mr Green.

Well, it's not Mr Green, can I suggest to you, he hasn't told you to prepare that?---He might have.

Really?---Well, there were, yeah.

40 THE COMMISSIONER: I'd just be very doubtful whether Mr Green would have known what client privilege was.---Oh, sorry, I thought you meant the next line. Just in terms of the general gist of just call the client directly. Yep. Okay.

MR CHEN: So that's your response instructed by who, Mr Petroulias?
---Probably.

And what's privileged in that communication, Ms Bakis, that it's referring to?---I don't know.

Well, there's nothing that's privileged surely?---Yeah, that's probably right.

It's just false, isn't it, that email and it's designed to fob Mr Fisk off, isn't it?---Well, I don't think I did fob him off.

10 Well, Ms Bakis, let's give you another fact, which no doubt you would be well and truly aware of, is that the board of the Land Council met on 8 April, 2016 to reject the Sunshine proposal. So why on earth are you writing this email back to him in those terms, Ms Bakis?---Yeah, I'm not sure.

Well, it's got to be because it is false and designed to fob him off. Isn't that right?---Well, that wasn't going to work was it.

Well, Ms Bakis, you know as a fact because you were at this meeting that the board had resolved apparently to reject Sunshine on 8 April, 2016.
---Yes.

20 So why are you writing back on 28 April, 2016 in response to an inquiry about where the dealing certificate is in those terms? Why wouldn't you write back and say, "Dear Mr Fisk, the board resolved on 8 April, 2016 to reject your proposal"?---Isn't that what I did further up?

We'll come to that, Ms Bakis.

THE COMMISSIONER: Would you just stop answering questions with questions.---Yeah, but - - -

30 You do it all the time.---Yeah, but it's very difficult - - -

No, no, you just focus - - -?---No, no, it's very difficult - - -

This is a very straightforward proposition as to why you wouldn't have simply told Mr Fisk the truth.---I remember Richard, I do distinctly remember Richard not knowing how to tell Tony Zong that Sunshine had been rejected and - - -

40 Would you now turn to answer the question and stop making speeches.
---And I was asked - - -

Madam, would you stop there.---Okay. I won't answer the question.

Why did you not tell Mr Fisk in answer to his email that the Sunshine proposal had been rejected some time before, namely, on 8 April, 2016?---I was asked not to tell him at that point.

By whom?---Mr Petroulias or Mr Green.

Why?---Because as I was saying before they, they wanted to communicate the rejection carefully and I, I just don't, I don't recall the details but - - -

And what was their reason for wanting to do it that way?---I think they felt it needed to be managed carefully.

Why did it have to be managed carefully?---Because they would be upset. Well, they'd be upset if they found out the thing had been rejected.

10 Sorry, say it again.---That Sunshine would be - - -

What was your answer? I couldn't hear you.---I'm sorry.

Why did they say it had to be managed carefully?---Because there may be legal ramifications if Sunshine found out that their proposal had been rejected.

And that would cause some upset to their plans for the sale of this land?
---Yes.

20

MR CHEN: Well, that entire swathe of evidence about that, Ms Bakis, is obviously false because we went through this on Friday that the Jackson & Associates advice was sought by Mr Petroulias and that was then on-sent to Mr Fisk in July of 2016. So what's the real answer, Ms Bakis, as to why you're not being full and frank in your dealings with Mr Fisk?---I probably wanted to check the position, the legal position.

Ms Bakis, you can type out an email can't you, I will get instructions and revert to you shortly?---Perhaps. That's what I did further up. I don't know.

30

Well, let's go a bit further on, Ms Bakis, and see whether you did in fact ever come clean on this very simple issue. If you look further, Ms Bakis, at volume 12, page 287, you can see there's an email that Mr Fisk sends to you on 28 April, 2016, responding to your email. Now, we'll bring the whole thing up so you can read it, and you can see it's a response to the email that I've just directed your attention to.---Ah hmm. Yes.

You can see that, plainly, Mr Fisk is wanting to know about the approval or, as he said, the consent from the New South Wales Aboriginal Land Council.
Do you see that?---Yes.

40

Let's have a look at your response on 29 April, 2016.---"We will get instructions and revert to you."

And you never did, Ms Bakis, did you, at all?---Not sure. I can't remember.

And you never gave an honest and frank answer to Mr Fisk and his inquiries, did you?---I don't know.

And that is because that was either your decision or your decision with Mr Petroulias, isn't that right, not to disclose the true position. Isn't that right?
---That's not true.

Well, what is your explanation for it, Ms Bakis?---Richard - - -

THE COMMISSIONER: You're taking a very long time - - -?---I'm trying to, sorry - - -

10

- - - to answer this question, which I thought would have been readily answerable by you.---I'm, I'm just trying to remember the circumstances around this time.

No, you were just asked to give the explanation, the way you were dealing with Mr Fisk.---Well, I did tell him "We will get instructions and revert to you," and I just don't remember what I did after that.

MR CHEN: That's it, is it, Ms Bakis? That's your answer after 45
20 seconds?---Oh, my God. I, I was instructed to respond this way.

By who?---Richard Green and Nick Petroulias. I was instructed to respond this way. It was not my choice.

And you recognise, I take it, by that answer that you accept that it is less than full and forthright, do you?---Well, I did tell him I'd get back to him. I didn't tell him to go away.

THE COMMISSIONER: You're evading the point. Why didn't you come
30 clean with him there and then?---Because I was instructed not to.

See, by this time Mr Green and Mr Petroulias had been working together in relation to this project for some time, and they were exercising their influence over you, weren't they?---Perhaps that's one way to look at it.

Which made it difficult for you to act in a forthright and straightforward manner.---Perhaps.

40 Well, this is an example, isn't it? You're caught, as it were, in a situation where your own basic integrity might instinctively tell you which way to deal with Mr Fisk, and that is on an open and frank basis, or not to and to be, and to avoid disclosing to him what the facts were, and that by reason of the pressure that Mr Petroulias and Mr Green had you under.---Yes. I was uncomfortable with the situation.

MR CHEN: Well, you never disclosed the true fact to Mr Fisk at all until on or around 6 July, 2016 or shortly before that time, when you sent this advice from Jackson & Associates to him, isn't that right?---I don't know if

there had been discussions in between April and July. I'd be surprised if he waited that long.

And it's the case, isn't it, Ms Bakis, that you accept that, putting to one side for the moment whoever may have instructed you to respond in this way, that to respond in this way was not full and frank?---I accept that.

10 And that you were prepared, if instructed to do so, to communicate with others involved in transactions such as this in a less than full and frank manner.---Only, only in relation to this.

And the person who can I suggest told you to do that, was Mr Petroulias, not Mr Green.---No, it was definitely both of them, definitely.

THE COMMISSIONER: Definitely what?---Definitely both of them.

20 Well, I was going to ask you, I put it to you that you were under pressure from both of them, in fairness to Mr Green, is that accurately putting the situation or was Mr Petroulias taking the lead role and Mr Green merely going along or supporting whatever Mr Petroulias was doing in terms of pressure applied to you?---I think, I think they both agreed together that this was the way they wanted to handle this. Mr Green felt very uncomfortable with this because he'd got to know Tony Zong well during those negotiations and he, he found it difficult himself to tell him and I genuinely feel that they both felt that it needed to be managed carefully, and I, I told them that they needed to, if, that it needed to be dealt with a bit more frankly at the time.

30 MR CHEN: You didn't record this in a file note at all though, did you, Ms Bakis, this advice that you apparently gave your two clients, did you? ---No, I, I'm not sure, I'm not sure if I did.

Now, within a very short period of time following the execution of the Sunshine agreements, Ms Bakis, you knew that these five or so lots that were the subject of the Sunshine heads of agreement were being offered to another group, namely Solstice. Isn't that right?---Yes.

40 And in fact you knew that Mr Say had in fact made an approach to Solstice in as early as, or as early as early November, 2015.---Yes.

And Mr Say showed the persons from Solstice around the lots. Did you know that?---I think I knew that.

And within a very short period of time you then prepared this Solstice heads of agreement, isn't that right, which I took you to this morning?---I thought I said I didn't draft that.

Well, let's go to it again, Ms Bakis, let's be clear about it. I thought you were referring to some of these additional clauses but let's - - -?---Yeah, I don't remember.

Volume 8, page 22.---Yes.

And if you have a look at the next page, you'll see Solstice, the Land Council and Gows Heat.---Yes.

10 And if you have a look at page 28 you can see that's apparently signed by Ms Dates and Mr Green. Now, did you draft this document, Ms Bakis, or not?---I don't think I did.

So who's prepared this?---Probably Mr Petroulias.

All right. So he's prepared a document on, or using a template from your office. Is that right?---Yes.

20 And you knew about that of course thought, didn't you?---Yes.

And you allowed it to happen?---Yes.

And you knew, didn't you, from within this agreement there was this other Gows Heat agreement. Isn't that right?---Um, which one was that?

Well, I've showed it to you, I'll show it to you again.---I know. Sorry, I'm really sorry.

30 Volume 8, page 59.---Sorry. Oh, yeah, the, the, the one from the prior year, yes, yes.

And you can see that it refers – so we're looking at page 60, it refers to two lots. Do you see that?---Yes.

What lots is it referring to?---I think one of these was the post office, Newcastle Post Office.

And the other one?---I'm not sure.

40 How has this come about that Mr Petroulias is drafting a document on behalf of your client, the Land Council?

THE COMMISSIONER: In the name of your firm?

MR CHEN: In the name of your firm?---He did draft documents for me.

I see. Is that your answer, that you allowed him to draft documents for you?---Yes.

And how is it that there's another Gows Heat heads of agreement here, Ms Bakis? How has that come about?---I'm not sure. I, I don't think this went anywhere though.

Ms Bakis, this is a document that bears signatures of two officers from the Land Council. It may not have gone anywhere but it exists.---I'm not, I'm not sure how this document came about.

10 Well, you've no doubt approved this document being submitted to those that represented Solstice, isn't that right?---No.

You didn't approve it?---No.

You need to audibly answer. I know you're shaking your head.---No.

THE COMMISSIONER: Which agreement are you talking about?

THE WITNESS: No.

20

MR CHEN: The Solstice heads of agreement.

THE COMMISSIONER: That's the heads of agreement, 18 November, '15?

MR CHEN: Yes.

THE COMMISSIONER: Yes.

30 MR CHEN: So, this document's been created by Mr Petroulias using your firm's name, involving your client and you know nothing about it?---I, I just, I think I said it this morning, I have no recollection of this document and I, I don't know the circumstances around it being signed. That's my recollection.

Well, how can your clients, which are the Land Council in the first instance, come to sign this other Gows Heat agreement, which is at volume 8, page 59?

40 MS NOLAN: I object to this. I, I think the witness is very, has made plain this morning and this afternoon that she has no recollection and then asking her to speculate is just not instrumental to any proper fact finding in this inquiry. That's my objection.

THE COMMISSIONER: Well, she was asked how did it come about. It's her office. It's her firm. These are agreements all coming out of her firm. The question supposes that as the sole practitioner of this firm she would have a working knowledge as to what was going in and why these

agreements are being drafted. That's not speculation. She's the only one who can tell us.

MS NOLAN: Commissioner, yes, I accept what you say to me, and under ordinary circumstances that would be the case, but this witness has said that she had no recollection as to how this document came about so it's an unfair question to ask her to speculate.

10 THE COMMISSIONER: Well, that may be the end of it but it doesn't stop Counsel Assisting from probing the matter.

MS NOLAN: Thank you, Commissioner. That's my objection.

MR CHEN: Well, just to assist my learned friend. Commissioner, this has been produced by Ms Bakis in volume D, page 221 of her material and so it's on her file. I'm pursuing how on earth this document has come about. So, Ms Bakis, it's apparently on your file. How has it got there?---I, and as I said again this morning, Mr Petroulias helped me prepare this file.

20 And is the effect of what you're saying is you know nothing about Solstice at all? Is that what you're saying or you're not saying that?---No. I know, I know about Solstice. It's this part of the transaction that I'm a bit vague on.

Well, you can see now, can't you, that it involves the second Gows Heat heads of agreement, can't you?---Yes.

And I asked you about these questions last week, and as I understood you to say, there was no doubt in your mind that Ms Dates and Mr Green signed this second Gows Heat heads of agreement.---I was probably wrong.

30 When? In giving evidence now or last week?---Last week if that's what I've said.

So is this - - -?---I probably didn't realise what, what you were talking about.

Well, I took you to two of them, Ms Bakis, and at the same time my recollection was that you said something to the effect that this agreement went nowhere. You seemed to have an inkling as to what I was asking you questions about then. Let's look at it again and let's see what evidence
40 you're now saying is the position. Please look at volume 8, page 59, and the second Gows Heat heads of agreement, namely the one dated 15 December, 2014. You see that?---Yes.

And you can see, I think you said that it related to the post office, or at least one of the lots you believe did. And have a look at the signatures, please, if you would, page 64.---Yes.

So what's your evidence? Do you have any doubt about whether you had a role in drafting this agreement and presenting it to Mr Green and Ms Dates?---I'm fairly certain I didn't.

So what's the position, then, Ms Bakis? Is that you don't remember presenting this to them? Is that the case? Or you don't remember the agreement? Or both?---I, I don't, I don't remember drafting it and I don't remember presenting it to them.

- 10 Are you able to assist the Commission at all in how their signatures come to appear on this document?---Presumably Mr Petroulias has drafted it, taken it to them, explained it to them and had them sign it.

Did you have some discussions with Mr Petroulias about this document at all, Ms Bakis, at this time, namely 15 December, 2014?---I don't think I did.

- 20 And does your file contain any relevant material that gives an explanation as to how on earth this second Gows Heat heads of agreement has apparently been entered with the Land Council and Gows Heat?---Sorry, I'm just trying to think, because I'm sure I've answered these questions this morning. I, I don't, I don't know. I, I think, I thought, there may be email correspondence.

You see, Ms Bakis, I'm just going to show you volume 8, page 19. And you'll see there that you're in fact forwarding these agreements to Mr Say on 18 November, 2015. Do you see that?---Yes.

So you do know about these agreements, don't you?---Yeah.

- 30 You accept, don't you, that you knew of the existence of all of these documents as at November 2015?---No.

You're denying it, are you?---Yeah.

You're accepting that now, are you?---Sorry, no. It may be that I didn't send this email.

Well, who else would be sending this email?---Mr Petroulias.

- 40 What, signing it off, "Despina Bakis, solicitor"?---Maybe.

How could that happen, Ms Bakis?---I might have stepped away from my desk.

What, and he's shot straight on in and knocked up a couple of agreements and emailed them off, has he?

MS NOLAN: I'd ask my friend just not to be flippant. I mean this witness, this witness is giving evidence now about a matter that he's been questioning her on all day. If he could just maintain a tone that's respectful it may be of assistance.

THE COMMISSIONER: It's not being disrespectful.

MS NOLAN: Well, Commissioner, yes, in my respectful opinion it is.

10 MR CHEN: I haven't been on it all day either because - - -

MR NOLAN: Well, as long - - -

MR CHEN: - - - I understood her to say unequivocally - - -

THE COMMISSIONER: I don't think you've gone to this document before today. In any event, I think counsel's question to you was how could this happen, that's you've got this email addressed to Sam Say in the name of, in your name as solicitor attaching the executed agreements referred to for the
20 Solstice Property Corporation et cetera.---He - - -

You suggested that Mr Petroulias snuck in and sent them off without your knowledge or - - -?---Possible.

Or would he have not appropriated your name and passed himself off as you or would he have sent it with your knowledge?---I just don't remember this. I think it's been done without my knowledge.

Well, had he done that sort of thing before, before this date of this email, 18
30 November, '15, that is send things off in your name?---Yes.

Which you later or, which you either knew in advance or later discovered?
---Yes.

Was that a common occurrence or not?---Not common.

Do you say that in effect Mr Petroulias at times was acting as a solicitor, that is doing the work of a solicitor even though he's not registered under the Legal Profession Act as a solicitor or legal practitioner?---Perhaps that's one
40 way of looking at it or perhaps it was just drafting documents and sending them off as, as a, as a broker of property deals. I don't know.

MR CHEN: Commissioner, is that a convenient time. There's a couple of housekeeping matters that I - - -

THE COMMISSIONER: Yes, it is.

MR CHEN: - - - think I should raise.

THE COMMISSIONER: Yes, you may step down, Ms Bakis, and we'll resume tomorrow at 10 o'clock. Yes.

THE WITNESS STOOD DOWN

[4.02pm]

10 MR CHEN: Commissioner, I expect that I'll be a period of tomorrow, and I'd probably just need to regroup to be entirely accurate, but I expect probably I would hope with some – I'd be able to move through the balance of the evidence by lunchtime. I've raised with my learned friends for scheduling purposes how long they may expect to be, given that they still need to apply for leave and, Commissioner, that you of course need to provide leave to cross-examine a lot of topics, but they've given me a broad estimate and it seems that we will be spending most of tomorrow with Ms Bakis – well, that's my expectation. As I understand it though, Ms Nolan may have an application or several applications in relation to who does cross-examine and also whether she does complete her examination at all
20 this week. And, Commissioner, it seems, in light of the fact that Ms Dates is coming, that these are issues that need to be ventilated sooner rather than later and a decision made because there are obvious difficulties in having evidence go partway through with witnesses that have been called, on the face of what I've seen today and the evidence we've heard, that are important. So, perhaps I can invite my learned friend to articulate what her position will be and perhaps then a position can be taken as to how the balance of the hearing can go forward.

30 THE COMMISSIONER: Yes. Just before I come to that, Mr O'Brien, I understand from your recent communication you estimate about a half an hour or thereabouts for cross-examination?

MR O'BRIEN: I think it's about 45 minutes to an hour at most.

THE COMMISSIONER: All right, thank you.

MR O'BRIEN: That's my estimate at this stage.

40 THE COMMISSIONER: Thank you. Mr Lonergan, are you able to provide an estimate?

MR LONERGAN: Yes, Commissioner.

THE COMMISSIONER: You may assume for the moment that you will be granted leave to cross-examine on the matters you've indicated in your recent document which I haven't had a chance to examine closely. That assumption may or may not turn out to be right, but are you able to give me some general guidance?

MR LONERGAN: It'll be over two hours, Commissioner.

THE COMMISSIONER: What do you mean by over two?

MR LONERGAN: Well, that's, I mean - - -

THE COMMISSIONER: Approximately two hours or - - -

10 MR LONERGAN: I did give an estimate to my learned friend Dr Chen of about two hours, but it gets longer as the day goes on.

THE COMMISSIONER: All right. Thank you. Now, how long do you think you might be, Ms Nolan? Again, it's only a general estimate and it's based on an assumption that you may be granted leave to cross-examine on at least most of the matters you intend to raise. But, again, that's all subject to it being identified as being permissible cross-examination. What's your general position?

20 MS NOLAN: I didn't understand that I would be cross-examining my own client.

THE COMMISSIONER: I'm sorry, I said "cross-examination". I mean examination.

MS NOLAN: Well, as I'm presently instructed, there will be about a day but I am not in a position to be able to fulfil the preparation for that at the moment, and I also have an application that I not be required to do so until such time as Mr Petroulias has had an opportunity, if leave be granted to
30 him, and my further application is that he not be given that opportunity until he is in a position to be able to - - -

THE COMMISSIONER: Sorry, your further application?

MS NOLAN: Sorry. My further application is he not be permitted to do so until he's in a position to be able to appropriately attend to it – that being that he be in a position where he's provided documents – and also that he's in a position where his mental health is sufficiently, we're assured that it's sufficiently looked after, because I don't want my client to be put in a
40 position, by reason of their relationship, where she's put in any jeopardy through the cross-examination by Mr Petroulias at this stage.

THE COMMISSIONER: Thank you. It seems to me that the cross-examination of Mr O'Brien and Mr Lonergan can go forward. There's a question as to whether or not Ms Nolan should be granted some form of opportunity to clear up any matters after Mr Petroulias's has concluded his cross-examination. You will also, of course, be entitled to clear up any

matters that need to be addressed. But what's your position? Or do you want to think it through overnight?

MR CHEN: I'd like to think it through. My immediate concern, to raise it with you, Commissioner, is to work out where we're going to go tomorrow.

THE COMMISSIONER: Program it. Yes.

10 MR CHEN: I did not want Ms Dates to be here all day and to be sent back to Newcastle. So I think that's achieved at least one of its purposes. I'd like to reflect on it if I can because it does create some – well, I don't think it's profitable for me to state them openly at the moment.

THE COMMISSIONER: Well, perhaps I'll leave it open, then, and we'll come back and address that issue in the morning.

MR CHEN: Thank you, Commissioner.

THE COMMISSIONER: Any other matters?

20

MR CHEN: No, there's not, Commissioner.

THE COMMISSIONER: Now, is there any information on the matters Mr Petroulias raised when he arrived at court yet or not? If there is, we'll deal with it now. If there's not, it will have to go over until tomorrow.

30 MR CHEN: In relation to the access around the foyer area, Mr Broad tells me that Corrective Services' advice to him is it's not a secure area. Therefore he has to remain in under whatever restraint is determined by them. In relation to the computer, that's still being worked on, Commissioner. It's being worked on, Commissioner.

THE COMMISSIONER: By that you mean Corrective Services are seeking to facilitate access to - - -

MR CHEN: That's so. I mean, that's the indication. That is the indication, Commissioner.

40 THE COMMISSIONER: All right. Mr Petroulias, you've heard that.

MR PETROULIAS: The first part of it was very, well, both were very vague.

THE COMMISSIONER: There's nothing I can do about the first. I think that the primary position, if I could just, as in the court system there are secured courts and different security measures are taken to courts that are not security courts. These premises are not security premises in the same sense and therefore Corrective Services have to take whatever steps they

consider is appropriate, it being what's called an unsecured site. That's nothing you or I can do anything about, I'm afraid. That's just the reality. So I don't think there's any point in further discussing that matter. I can't help you any further than I have.

MR PETROULIAS: Well, if you're saying that it's a matter for them, in the first week we were relatively comfortable. There were no incidents. So there's no reason why the second week should be any different.

10 THE COMMISSIONER: I can't tell the Corrective Services officers how to go about fulfilling their role, I'm afraid. Now, is there anything else? On the computer, or your laptop, you've heard what's been said. It sounds as though Corrective Services are still trying to facilitate you and hopefully there'll be a positive answer to that tomorrow.

MR PETROULIAS: Thank you.

THE COMMISSIONER: We'll adjourn.

20

AT 4.11PM THE MATTER WAS ADJOURNED ACCORDINGLY
[4.11pm]