

SKYLINEPUB02534
15/08/2018

SKYLINE
pp 02534-02581

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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE PETER HALL QC
CHIEF COMMISSIONER

PUBLIC HEARING

OPERATION SKYLINE

Reference: Operation E17/0549

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON WEDNESDAY 15 AUGUST, 2018

AT 10.15AM

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THE COMMISSIONER: Thank you, Ms Bakis. Just take a seat there for a moment, Ms Bakis. Yes, Doctor - - -

MR CHEN: I don't have anything to raise, Commissioner.

10 THE COMMISSIONER: I just wanted to raise, Ms Nolan, I understand you've had some other urgent matters to attend to and that is why I decided not to proceed at 9.30 in order to try and accommodate your situation. Now that you're here, if at any stage you feel you need to take a break for any reason, you just let me know, make an application and I'll adjourn the proceedings so that you can proceed today. But are you in a position to continue now?

MS NOLAN: Oh, certainly. I was here at 9.30. I'm very grateful.

20 THE COMMISSIONER: Yes, I'm aware of the fact that you did attend here and I tried to send a message to you before then that I was prepared to defer the start. However, if you're in a position now to proceed, then we will but if you need an adjournment at any stage, just let me know.

MS NOLAN: No. I'm grateful. I'm happy to proceed. Thank you.

THE COMMISSIONER: Thank you. All right. I'll just have Ms Bakis re-sworn.

MR CHEN: Ms Bakis, I asked you some questions about the resolution yesterday on 11 January, 2016 which covered the apparent ratification of your appointment as the lawyer for the Land Council. Do you remember me asking you some questions about that topic generally?---Yes.

10 And that was a resolution, I think you accepted, Ms Bakis, was prepared by you and sent to the Land Council for their action, isn't that right?---I think so.

And you knew the board obviously was going to be convened, amongst other things, for that purpose, isn't that right?---I'm not sure if they were meeting just for that reason.

I didn't suggest that.---Right.

20 You knew that they were being convened to at least consider that, isn't that right?---I think, I think so.

Well, you know that's what occurred?---Well, yes.

And, Ms Bakis, at no stage after the Sunshine agreements were executed did you ever propose to the board that they resolve to remit the Sunshine transaction to the members for their consideration, did you?---No.

30 And as far as you're concerned, you made no mention at all, or there was no mention at all of Sunshine at all until this board meeting on 8 April, 2016. Isn't that right?---I'm not sure, I'm not sure of the chair or deputy chair had raised it before that.

I'm just talking about you at the moment, Ms Bakis.---Oh, you're just talking about me. Okay. That's right.

Now, Ms Bakis, you knew, didn't you, that Mr Green had no authority to sign any of these agreements involving Sunshine and Gows, isn't that right?---From December '14 onwards?

40 Correct.---No. I assumed he had the authority because he told me he had. He'd been endorsed by the board is what he had said.

And you know Mr Green disputes that proposition that he spoke to you in those terms, don't you, Ms Bakis?---Yes, yes. Yes.

And your evidence and his evidence obviously conflict in that respect, you would appreciate, would you not?---Yes. Yes.

But in any event can I suggest, Ms Bakis, that you were well aware that he did not have any authority because you were participating in this arrangement to try and sell this Gows Heat deal to Sunshine, isn't that right?---I wasn't – sorry, that's, that's just, that's a two-part question. I wasn't participating – sorry, can you ask that again?

I will.---I got confused.

10 You see, I'll put it a different way, Ms Bakis, and I hope it clears up any ambiguity that you may have perceived in my question. But what I'm suggesting to you is that you knew that Mr Green had no authority and that's because you were agreeing to participate in this scheme to try and on-sell this Gows Heat agreement to Sunshine.---I wasn't agreeing to participate in any scheme.

Ms Bakis, if, as you say, there was some identifiable right that can be distilled from whatever Sunshine did – I'm sorry, I'll start again. If you say that Gows secured some identifiable right following the agreements that had been signed in October of 2015, why is it that to your knowledge the very
20 same properties were then shown to Solstice?---In November '15 or later or just generally?

November '15.---Well, the Tony Zong deal to me seemed like it was never going to happen, and I know that these guys had, had grave reservations that that Sunshine deal would ever get signed. In fact, cheques had been returned, et cetera.

Who's "these guys", I'm sorry, Ms Bakis?---So Tony Zong's agents and Mr
30 Petroulias.

And when you say agents, you mean Mr Rhee and Mr Say?---That's right.

But let's be clear, those three people you've identified all received money from this transaction, did they not?---They did.

And they all received money from Mr Zong, did they not?---They did.

40 And can I suggest this grave reservation is simply not true, Ms Bakis, but merely an excuse by you.---I think it's very clear from the facts that there was a lot of toing and froing on that particular deal. A lot. There was a lot of negotiating. There was, I mean, I at one stage just said, "I don't want to know about this anymore because it's wasting everyone's time."

Well, can I suggest, Ms Bakis, that that may well have been the case, but that was only the case prior to 23 October, 2015.---Well, the deal hadn't been done. I don't recall why it hadn't been done or signed at that point.

Anyway, that's, that's your response, is it, to my question?---Well, yeah, it is. I, I, I, I don't know why an attempt was made to sell this to Solstice. I, I, I do remember everyone thinking that Tony Zong was wasting everyone's time.

Now, the everyone that you're referring to are those three people, is that right?---And Awabakal.

10 Right. And who from Awabakal were thinking that, Ms Bakis?---Richard and Debbie.

I see.---There was no functioning board at the time.

Well, I'll come to that, Ms Bakis, and just so it's clear to you, there was adequate numbers at any given time following this transaction with Sunshine, Ms Bakis, for a board meeting to be held. Isn't that right? ---Well, I was not aware of that. I was told that the board was not functioning.

20 And so let's be clear. When you assert, as you have during the course of your evidence, that the board was not functioning, that was on advice given to you by who?---Ms Dates.

Right. And simply when you say that it was not functioning, all you're doing is repeating what, is this the position, Ms Dates has told you?---Yes.

But it's certainly clear on what you know that the board was able to meet with an appropriate quorum in November of 2015. Isn't that right? ---I think so.

30 And it was also able to meet with an appropriate quorum on 11 January, 2016. Isn't that right?---I knew about the January meeting. I, I, my recollection is that I wasn't aware that they'd met in November. That, that's my recollection. And I honestly, honestly did not, did, my understanding was, I'd been told that this board was not meeting and they used to rattle all the names off and who wasn't coming and who'd resigned and who'd -- I, I was of the understanding that the board was not, and I think I've seen correspondence from the Registrar to that effect.

40 Well, just, well, I don't think I need to pursue that further, Ms Bakis. Your foundation for this view comes from Ms Dates?---And her showing me documents from the Registrar.

Right.---She was very frustrated during this year.

Well, Ms Bakis, I need to put this to you so it's clear, that there was sufficient board members available and capable of meeting at the end of 2015, that is after the Sunshine transaction, and at all times thereafter to

meet and deal with any of the Land Council business. Do you agree with that proposition or not, or you don't know?---Do I, do I agree that the board – at the end of '15 or at all times?

I limited my question, Ms Bakis, to a period after the Sunshine agreement. ---Okay. I wasn't aware of that at the time I've asked that.

10 Ms Bakis, as I understood your evidence yesterday in relation to Solstice, that you didn't have much to do with the transaction or the negotiations. Is that a fair summation of your evidence?---Yes.

And you didn't meet with them at all, in fact I think your evidence was yesterday you heard them yelling and you told them to get out and you went and fetched your lunch.---I don't know if I met them during that meeting, but I left the room, yeah.

20 Well, is it correct to say you had numerous meetings or is your position that you only had possibly one?---If I've met these people I've met them once, is my recollection.

Is it correct or incorrect to say that you've had discussions with them? ---Yeah.

It is correct, is it?---I had a few discussions with Dean Alcorn.

Is it correct or incorrect to say you've had numerous discussions with Dean Alcorn?---Yes.

30 It is correct, is it?---Yes.

And is it correct or incorrect to say that you've had correspondence with them, that is to say Solstice or those who represented Solstice, during the course of this attempted transaction with them?---Yes, yes.

Is it correct, is it?---Yes.

40 Is it also correct or incorrect to say that you reviewed various versions of the agreements and the draft amendments?---I remember looking at a few agreements in late April, yes.

Is it correct or incorrect to say that at any time thereafter you would review the versions of the agreements and any draft amendments?---Yes.

It is correct, is it?---That I would review - - -

That you did?---You're reading from my invoice, reading draft amendments and – yes.

Yes. So, you obviously have looked at it and so I'll – you accept, don't you, that in the period of May 2016 these are all the things that you were sending a bill to the Land Council for, isn't that right?---Yes.

You charged them \$6,950 for all of that work?---Yes.

Plus GST, isn't that right?---Yes.

10 You knew full well that within, at the very least, the collaboration agreement, that Gows was mentioned, Ms Bakis, isn't that right?---No.

And your denial is simply to try and distance yourself entirely from what, I think you accepted yesterday, was a transaction that was a false one?---No, that's not true. I did, I was not aware of that and, and remember I had to go up to a board meeting to discuss this, to mention this proposal, so I imagine a lot of that cost relates to that travel.

20 Well, it doesn't say that in your bill at all but – do you agree?---It, I don't think it does.

But it makes it clear that you were reviewing various versions of the agreements and draft amendments.---But I'm sure – yes, but I'm sure there were lots of versions of these documents.

And you were also preparing sale of land contracts in relation to that transaction.---I think that's an error.

30 Oh, I see. Is it? You weren't doing that?---I'm very sloppy with my billing, you can ask anyone. Sale of land contracts, I can't even remember if we attached any of those to, to these documents. I actually can't.

And can I suggest to you that you have not only reviewed all of the agreements, the collaboration agreement, the management agreement and the call option agreement but also the deed of rescission and the surrender and release agreement?---It's not true.

Ms Bakis, the invoice that I've asked you questions on, you would know bears a date of 1 June, 2016, isn't that right?---Yes.

40 And that's your invoice that you issued to the Land Council, described as invoice number 22?---Yes.

And you were paid, were you not, the fees contained within that invoice that you've submitted?---Yes.

So, that's Exhibit 42, for the record, folder 1, page 24. Now, Ms Bakis, last week I think you accepted the proposition that at the very least three accounts, three bank accounts were opened by you but in effect, handed

over either wholly or partly for use by Mr Petroulias, isn't that right?---No. I, I think there were two.

Well, let's go through them. As I understand it, it was the Knightsbridge North Lawyers account with Macquarie, number 8-8-4-9?---Yes.

There was also the Gows Heat account, was there not?---Oh, sorry, yeah, I'd forgotten that one, yes. Yes.

10 And the third one was the Point Partners consulting account, do you agree?
---Yes.

And they were all accounts that were opened by you but more or less, effectively handed over if not exclusively to him, for his use at his discretion, correct?---Yes.

He also used, as I understand your evidence yesterday, your email address that you had within Knightsbridge North Lawyers?---Yes.

20 He used that email address to receive your emails, to your knowledge?
---Yes.

And to send emails, to your knowledge, in your name, isn't that right?---Not always to my knowledge.

You certainly were aware of some though, Ms Bakis, weren't you? We went through some of them yesterday.---I, I was aware of some and not aware of all of them.

30 And sometimes, in fact, you adopted the identity of Mr Petroulias in sending emails as well, didn't you?---Oh, if, yeah, if, if I was sitting next to him and someone had sent an email to him, I, I'd just write "NP" because obviously that person had sent it to the wrong place.

And he also – that is, Mr Petroulias – on your evidence drafted documents in connection with matters to do with the Awabakal Local Aboriginal Land Council, did he not?---Yes.

40 For example, he drafted and settled minutes of their meetings.---Yes.

He drafted or settled resolutions to be put to their meetings.---Yes.

And you were allowing him, obviously, to do all these things, Ms Bakis, weren't you?---Well, the Land Council was asking him to do it.

No, just come back to my question, Ms Bakis. You were allowing him to do these things, weren't you?---Yes.

And in effect, Ms Bakis, what was occurring was that you were allowing him to work on these transactions under the cover of your firm and your name, isn't that right?---No.

You see, you would have looked as well, presumably, Ms Bakis, at some of your other invoices that you rendered to the Land Council, would you not? ---Well, I haven't looked at the other ones.

10 Well, you do know, of course, that you were charging the Land Council for preparation of draft resolutions to the board in March of 2016?---Yes.

And these were the resolutions that in fact Mr Petroulias was involved in as well, isn't that right?---I think you might recall that my evidence was that I thought I drafted that March one. But it had, it was amended in April. I believe that, that was my recollection of what I said yesterday.

Now, Ms Bakis, you had also had a further fee agreement that you presented to Mr Green in late 2015, is that right?---Yes.

20 And you accept, don't you, Ms Bakis, that Mr Green did not have the authority to enter into that fee agreement, don't you?---I don't accept that. At the time my understanding was that he was the acting chairman.

And, well, you know he disputes that proposition, don't you, Ms Bakis?---I didn't know that, but - - -

I'm sorry. Let's be clear. He may not have disputed he was acting chairperson but he disputes the proposition that he was authorised and, as I understand it, represented to you that he was so authorised. What do you say to that?---That's just incorrect. Why, why, why would I have got him to sign my cost agreement if he had no authority? And then he later took it to the board.

That's right.---So, so obviously if he signed it he thought, well, we should get it ratified by the board given that the board's meeting now. I don't understand the time sequence of what happened around then with that.

40 Well, Ms Bakis, just so it's clear, there may be an issue about some of the matters you have suggested in your response to that by Mr Green. You would accept that, of course?---Yes.

And you would accept, of course, his evidence is that he never presented anything to the board on 11 January, 2016 but for your resolution.---Well, I wasn't there so I don't know what he did.

Well, Ms Bakis, I was really only, in fairness to you, putting that alternate set of facts to you because you were asserting – as I understood your answer, but it seems you're not – that he did something with this fee

agreement. But anyway that's - - -?---Well, my assumption would have been that he would have taken the fee agreement with the resolution to the board and discussed our appointment, and I think that's actually what happened. I don't know. I'd have to look at the minutes again.

Anyway, your response is based on your reviewing of the minutes, is that right, and an assumption.---And what I'd been told.

Right. By who?---Richard.

10

I see.---And I'm sure he rang me. I'm sure he rang me and said, "Oh, by the way, that cost agreement's been ratified by the board." I'm sure, I'm sure we had this discussion.

Well, Ms Bakis, I was going to come to this later but perhaps I should, in fairness to you, draw this to your attention, that there is a file note that apparently has been signed by Mr Green and Ms Dates, dated 12 January, 2016. Is that what you're referring to?---I, I don't know what that says so - - -

20

Well, it's not in your file, could I suggest to you, but in fact appears to have come from Gows' file.---Okay.

Are you able to explain, if that proposition is right, how that could possibly have happened?---Sorry, it's one of my file notes on Gows' files?

30

Well, I'm not suggesting at all that that's your file note at all. I don't know is the answer, but I just want to draw your attention. I'll come back to this later, but it's a file note that's on the Gows Heat file that's been produced to the Commission. Are you able to offer any assistance to the Commission as to how a file note to that effect would be on Mr Petroulias – I withdraw that – on Gows' file?---I don't even know what you're talking about.

All right.---Sorry.

40

We'll come back to it, Ms Bakis, because I'll take you through some of your file notes. Now, would you have a look please, at Exhibit 42, folder 1, page 163. And you'll see there, Ms Bakis, that's the cover sheet of this fee agreement.---Yes.

And this is the one that I think you suggest Mr Green signed. Is that right? ---Can you scroll down?

We'll take you to the end of it which has his signature on it.---Yeah, that's it, yeah.

And do you see that, Ms Bakis?---Yes.

And when do you say that was signed by Mr Green?---I don't remember.

Where was it signed?---I don't remember. I don't remember this one, sorry.

Well, you can see as well, Ms Bakis, if we just ask you to have a look at page 167, that again you can see that Mr Petroulias, but under the name Nicholas Peterson, has been inserted into clause 20 of that agreement. Isn't that right?---Yes.

10 And who gave you those instructions, Ms Bakis, that Mr Peterson should be identified as an agent permitting you to secure instructions from him?---Mr Green.

What's the purpose of this fee agreement, Ms Bakis, if the transaction in effect between Sunshine is seemingly at or close to completion and based on the earlier fee agreement?---I think there's a cover letter to this fee agreement and I'm sure it, it widens the scope. I'm sure it has something to do with the administrator being appointed.

20 Well, I'll show you. It's page 162. You can see it's a bit wider than that. Would you agree?---Yes.

In particular subparagraph A is identifying property dealings including sales and joint ventures.---Yes.

I mean the timing of this is really to enable you to assist further with at least the Solstice transaction. Isn't that right?---No, absolutely incorrect. I'm pretty sure Kelvin Kenney had dropped some correspondence off to Awabakal and it landed on my desk I think at exactly this time, and because
30 it was different work I felt like it needed to be documented.

Anyway, so the timing you say between this fee agreement and the Solstice transaction is coincidental?---That's an accident. It's, that has nothing to do with anything.

Now, Ms Bakis, you would accept, would you not, that having Mr Peterson or Mr Petroulias provide instructions would be unusual, would it not, because he has no connection to this Land Council at all?---Aside from the work he's doing with United Land Councils.
40

Well, as I understood your evidence, this fee agreement's prepared for the purpose, putting to one side subparagraph A, to assist with dealing with Mr Kenney and what he was investigating.---Yeah, and all the other matters that are listed on that letter.

Right, but what's that got to do with United Land Councils, Ms Bakis?

---There's a mention of property at A, which you pointed out.

So, really, the purpose of subparagraph 20 is to enable you to take instructions from Mr Peterson in relation to property transactions, is that right?---Yes. So, if he was up in Newcastle meeting Debbie or Richard or the board or whoever else, and he came and told me what was going on, then that was the point of this paragraph, that it would give us protection under legal professional privilege.

10 What's going to be privileged about a property, about discussing something that the board presumably would need to discuss and resolve? How could that be privileged?---Well, that was the point of it, whether it was completely incorrect or wrong. I never relied on this. Any instructions that I never got from Mr Petroulias - - -

Ms Bakis, please. I really want to move through your evidence as expeditiously as possible and I'd be assisted if you'd just focus on my questions if you'd been good enough.---Okay. Well, that was the point of the paragraph. Now, whether, whether it was a silly attempt at that, well, then it's, that, that was the whole point of it.

20 So, let me understand your evidence, Ms Bakis. It's to somehow loop in and provide cover by way of a privilege for any discussions and dealings that Mr Petroulias might have with board members, is that right?---Yes.

That's fanciful, isn't it, Ms Bakis?---Why? I mean, this is Newcastle.

Well, thank you, Ms Bakis, but we're talking about clause 20 of your fee agreement. My suggestion, Ms Bakis, is the idea that you've put this together to somehow cloak these discussions with privilege is fanciful. ---Well, that's wrong.

30 What's wrong? My suggestion to you or your assertion that this clause - - - ?---Well, your, your - - -

Please, Ms Bakis, we've been through this. Or your assertion that this somehow provides or was prepared to provide privilege?---Your suggest that that is fanciful is incorrect.

40 See, the true purpose of you preparing this, Ms Bakis, is to enable you to take instructions directly from Mr Peterson or Mr Petroulias on any matter that you or he saw fit, isn't that right?---No.

And that enabled you to provide some documentary evidence that these steps that you were taking, apparently in furtherance of the interests of the Land Council, when they were not, isn't that right?---Well, that's all incorrect.

And it's not in the interests at all of this Land Council to have Mr Peterson in that fee agreement at clause 20, is it?---It, is just makes things more efficient.

Ms Bakis, if you accept the assumption which you put forward is that you were trying to secure privilege, you can secure that privilege by just talking to your clients, can you not?---Yes.

10 So, what's Mr Petroulias got anything to do with what's being suggested here, that he can assist or provide you instructions in relation to subparagraph A of your letter?---The point was that if he was in Newcastle, meeting Debbie, Richard, board, then he came down to see me in Sydney, that he would pass on those instructions and I could act on them subject to me confirming. It, it, it really was, it was just to be efficient. There was nothing, there was no intention not, not to get instructions from my client. That wasn't the point of that clause.

20 THE COMMISSIONER: Did you ever have instructions from the Land Council that they agreed to clause 20?---I had instructions.

You did? From whom?---I've been through this before.

I couldn't hear you.---I've been - - -

MR CHEN: I don't think you have, Ms Bakis. I have not asked you about clause 20 of this fee agreement.---Oh, sorry. Well, you did ask me about the other one. My understanding - - -

30 THE COMMISSIONER: No, please. I asked you a simple question. Did you have approval, instructions from the Land Council to agree to clause 20?---Yes.

And how did that approval come about and who gave it?---Richard Green was the acting chairman at the time. The board was not meeting. He could make these decisions. That was my understanding.

40 What was that based on, that understanding based on? The fact that he's acting chairman may have nothing to do with his level of authority. So can you just explain to me how Richard Green can provide consent and approval to clause 20?---He's the acting chairman so he has a lot of power under the legislation.

Yes, but does the power clothe him with authority to give approval to clause 20?---Well, nothing in the Act prevents it.

Did you check it out, whether he had authority?---I'm sure I did. I'm, there, there was a lot of correspondence at the time.

Well, did you?---Well, I definitely had spoken to Debbie about the fact that she'd been suspended and that Richard was in charge, and that was - - -

See, Ms Bakis, clause 20 in this operation would completely undermined the confidentiality and the obligation of loyalty to the Land Council, wouldn't it? Because it gives authority to an outsider to instruct you, without limitation, in relation to any matters, but you're also the lawyer for the Council.---Which is why I never relied on that to provide advice.

10 Do you see what I'm saying? Clause 20, in its unrestricted terms, provides authority to an outsider to give you instructions in relation to the affairs of your other client, the Awabakal Land Council, doesn't it?---Yes.

And you owe duties of confidence and integrity to your client, the Land Council, and yet this clause gives authority to an outsider, to you, to act whether or not it's in the interests of the Land Council, doesn't it?---It does if you're unscrupulous, yes. You could take advantage of that, yes.

20 And, for example, if instructions were given by any of those entitled to the benefit of clause 20 to you to do something, you didn't have to consult with the Land Council to see if they agreed with that instruction, did you?---I didn't have to but I did. That's a very important point.

When you say you did, what are you referring to?---Well, if Mr Petroulias came to me and said Awabakal want to sell something, I would always check that out with board members. I would never rely on anything he was saying. I never acted on this clause.

30 You see, clause 20 enabled you to drive a truck through, to use a metaphor, the relationship between client and solicitor that you had with the Land Council.---That's right, which is why I didn't rely on it, because I've got duties to my clients. I never relied on this clause.

Well, why did you agree to insert it if that was the case?---I, I was asked to insert it by Richard, who I thought had authority.

40 Look, Richard Green, although he's got some background in Aboriginal affairs, and with great respect to him, is a fairly uneducated man, isn't he? ---Yeah.

He doesn't have the sophistication of understanding ins and outs of complex land transaction agreements, does he?---He's not stupid, so he - - -

But that doesn't answer my question.---Once, no, once explained to him, he grasped the concepts, so - - -

But he didn't have the training or background or experience to be able to understand the complexities of land transaction agreements, did he?---I'm not sure about that. I mean he, he'd been - - -

Well, did you inquire of him as to what that experience and capacity was of him to understand what you were saying?---Yes, he'd been in land councils for years and he - - -

10 We know that.---He was currently running a land council and he seemed to know a lot about land dealings.

But you seem to be avoiding, skirting around my question all the time, going around and around but not taking issue, taking the point.---Yes.

I'm just simply saying that whatever his experience as an Aboriginal member of a land council, what he didn't have was training and experience to be able to understand the complexities of call options and other legal instruments, did he?---I disagree.

20 What?---I disagree with that.

Well, what experience did he have?---Well, he didn't have experience but - - -

That's what I'm putting to you, he had none at all.---It's, yeah, but if that's the case then anyone in an Aboriginal community or an immigrant community or any community that's not gone to university can never sign any contract. And that's - - -

30 You see - - -?---And that's not how, how the world works.

That answer that you just gave then, Ms Bakis, you know doesn't deal with the point of my question.---I know what you're trying to get me to say, Commissioner.

And that's why you're skirting around and seeking to avoid answering it, aren't you?---I'm not avoiding it. You have to - I'm the daughter of immigrants. Both my parents didn't finish year 4 in primary school, so - - -

40 See what I'm putting to you is that clause 20, from a legal point of view, is an utter disgrace, isn't it?---Well, yes, and that's why I never relied on it. I'll say it again.

But Mr Petroulias nonetheless did give you instructions from time to time about these land transactions, didn't he?---Instructions that were verified.

Yes, Mr Chen.

MR CHEN: Now, Ms Bakis, you can also see, can you not, at page 169 that Mr Green has initialled there that paragraph. Do you see that?---Yes.

And as I understand the import of what's provided by paragraph 4.2 subparagraph A is that a charge is created over the assets of the Land Council.---Yes.

10 And authority is given to you to lodge a charge, mortgage or caveat. Isn't that right?---Yes.

There it's referring to obviously assets in the nature of property?---Yes.

And you knew Mr Green surely would not have authority to permit that to happen, Ms Bakis?---He had authority to let that happen.

20 And you were sufficiently concerned, were you, about that authority that you went away and researched the Act or regulations, did you?---I, I was running some litigation 12, prior, 12 months prior to this I believe in relation to this point in the Supreme Court - - -

THE COMMISSIONER: Would you answer the question?---I am answering the question.

I'm interrupting you. I'm interrupting you. Would you directly answer the question?

30 THE WITNESS: No. I, I, I knew that this clause had to be explained to Richard, it was important.

MR CHEN: No, no, no, Ms Bakis. I'm just talking about authority, which was the purpose of my question.---I've answered that question. He had authority to sign this.

No, no, Ms Bakis, please, I really must ask you to listen very carefully because I want to move through this quickly.---Yes.

40 And you're not responding, can I respectfully suggest, to what I'm asking you. Now, you were sufficiently concerned about the question of his authority that you went away, as I understood it, and looked at the Act or regulations to see what powers a chairperson of a board of a land council might have. Is that right?---I don't think that's right.

So you didn't do that. Is that your evidence?---No, you asked me if I was sufficiently concerned and if that's why I went and did that.

All right. Well, take out sufficiently concerned.---You need, you need to ask your questions more directly.

Well, thank you for your assistance, Ms Bakis. You researched, did you, the point about whether a chairperson had authority to execute an agreement such as this by reason of the provisions in the Aboriginal Land Rights Act or regulations made thereunder. Is that the position?---Yes.

And the only purpose for you to do so would be to ascertain whether or not he did have such authority, isn't that correct?---Yes.

10 And the only reason why you'd bother to go and make those enquiries and research the point, is because you must have had an inkling or concern that maybe he didn't have the authority?---I, I, it may have crossed my mind at the time, yes.

And that's part of the reason why, surely, Ms Bakis, that you went away and prepared for January 2016, a resolution to ratify your appointment, isn't that right?---No.

20 Ms Bakis, why in your own words does clause 4.2 subparagraph A of your fee agreement not constitute a land dealing under the Act?---We could be here all day. I, it doesn't.

And is your suggestion – well, could you just explain, succinctly if you can, why it is that it is not?---There, there's enough doubt in the legislation to suggest that a charge is not a land dealing. It's not a clear-cut point. That was my opinion at the time.

And what about a mortgage or caveat?---Same.

30 And you don't consider that a charge and a caveat that is to be lodged in aid of such a charge creates a legal or equitable interest, is that your evidence to the Commission?---I think I appreciate that there is an argument both ways now.

THE COMMISSIONER: Just answer the question.---I did.

You didn't.---Yes, I did.

40 You didn't respond to the question.---I did.

Put it again, would you?

MR CHEN: Are you suggesting, Ms Bakis, that the creation of a charge and a caveat that is available to be lodged in aid of that charge, does or does not create a legal or equitable interest?

MS NOLAN: To be fair, it is an ambiguous question because there is a real distinction at law between what is a legal and what is an equitable interest.

If the questions were broken up, it might be a bit fairer to this witness because she's asking a question that has composites to it.

MR CHEN: No, no. Because as I understand the - - -

THE COMMISSIONER: I'm allowing the question.

MR CHEN: The question, it's either a legal or equitable and nothing else.

10 THE COMMISSIONER: I'm allowing - - -

MR CHEN: And with respect to my friend, that's the way the Act deals with it.

MS NOLAN: It's a matter of submission, but - - -

MR CHEN: No. It's, no - - -

THE COMMISSIONER: I'm allowing the question.

20

MR CHEN: Could you answer it, Ms Bakis?---It doesn't.

Doesn't create either, is that your evidence?---Oh, sorry. You asked both. It does.

So, you accept, do you, that this is an attempt to affect the land dealing, do you?---I didn't know that at the time.

30 I see. As I understand your evidence yesterday, Ms Bakis, what you said is, you were concerned about the fact that a charge was created in these Advantage agreements and that you would never have allowed that had you known of it?---Yes.

But it's clear, is it not, Ms Bakis, that – in each of your fee agreements that you propounded to this board – created, did it not, a charge of an almost identical kind to secure your fees, isn't that so?

MS NOLAN: I object.

40 THE WITNESS: Yes.

MS NOLAN: That's not, no, that's not right. That's not right. The charge with which this is, this witness took issue is a different charge and she took issue with it for a different reason. My friend needs to be a little bit more fair in my submission.

THE COMMISSIONER: No, I'll allow it.

MR CHEN: Well, I'll put what you said, Ms Bakis, was that "You would never have put Debbie," quote, "You would never have put Debbie, put to Debbie or Richard where their property is being charged. For example, and one of those was that one of the option deeds and the Advantage agreement." That was your evidence, Ms Bakis, is that you were concerned about property being charged.---Yes.

10 But you accept, don't you, that that's exactly what your fee agreement is doing.---To secure my fees, yeah. I had enough concern that I – I do this all the time.

Well, let's come back to my question. The evidence you gave yesterday was of a concern, but my point of the question is, Ms Bakis, is that's precisely what you were doing in relation to your own fees.---Which is why he's initialled it because I explained this concept to him. It was important enough that he understood what he was doing for the Land Council here.

20 So you didn't have any concern, did you, Ms Bakis, about creating charges over Land Council property, isn't that right?---I did have concern.

That's right. Just to ensure, for example, in relation to these fees, that your fees were secured.---Yes. Because - - -

That's the concern, is that right?---Yeah, yes, you know, and, you know, this, my, my, it would never have been a large amount of money.

But it was never a concern, this idea about charges, over whether or not that was in or not the interests of the Land Council, correct?

30 MS NOLAN: I'm sorry, I don't understand the question.

THE WITNESS: I don't understand. I'm lost.

MS NOLAN: That question is unclear.

THE COMMISSIONER: Perhaps re-put it.

MR CHEN: I'll put it again.

40 THE COMMISSIONER: Reframe it.

MR CHEN: I will do that, Commissioner. You see, you didn't have any concerns at all about whether a charging clause, such as the one in your fee agreement or the ones in the Advantage agreements, were disadvantageous to the Land Council, did you?---Yes, I did.

And you say, do you, that despite those concerns you've not only allowed them in all of your fee agreements but also within the Advantage

agreements.---This – sorry, I'm just trying to formulate an answer that will make sense to you. I wanted my fees secured, okay?

THE COMMISSIONER: Well, we know that.---Well, I did. And that was important to me.

That was your only concern, was it?---Excuse me?

10 You weren't worried about the Council's, Land Council's interests so far as this fee agreement is concerned?---I was always, I was always worried about the Land Council, but I'm just as important. It's important that lawyers get paid.

You weren't concerned, were you, as to whether or not Mr Green, as chairperson, had authority to charge the assets of the Land Council?---I've been through this. I'm repeating myself.

20 You see, the fact that he happened to be a chairperson amongst all of the directors of the board doesn't give him any special status in terms of the level of his authority, does it?---It did at that time.

No, but it couldn't have. I mean, it didn't give him some additional authority or power over and above the heads of any of the other directors to go and charge – either through a statutory charge or a mortgage – the land that belonged to the Land Council, did he?---Well, if he couldn't do it, no-one could do it.

30 That's the point. Wasn't the position this, that no one director would carry the ultimate authority to go and charge the Land Council's land, but rather that was a matter that the board as a whole had the authority in and was the only body that could make such a decision?---There was no board at the time.

But you understand the legal construct I'm putting to you? That no individual director would carry that authority to charge the Land Council's land. You knew that, didn't you?---No, that is, and it's incorrect.

40 What led you to believe that a chairperson had a superior level of authority and could charge the Land Council land, for example, by a charge or mortgage?---It's in the Act. It - - -

Where? What provision?---Oh, it's this rule 19 that I was showing the other day.

Which one? 19.---Which, when, when the board isn't meeting, the, the chairman can make these sort of decisions.

I see. That's the sole basis upon which you concluded that he had authority, that is Mr Green had the authority to charge or mortgage the Land Council's land?---Well - - -

Is it - - -?---The charging of - - -

I'm just asking is that the sole basis upon which you have so concluded?
---Yes.

10 MR CHEN: Ms Bakis, if you accept the proposition as I believe you have, that clause 4.2, subparagraph A is a land dealing under the Act, it must follow, must it not, that Mr Green could never have the authority to enter into a fee agreement with such a clause, isn't that right?---If, if that's the correct construction of the law, that's correct. If that's in fact the way the law operates, yes, and I'm not saying it does.

Now, Ms Bakis, you met, did you not, with a lady called Janne Lindrum in your office on 5 May, 2016, didn't you? Or thereabouts.---Yes. I think it was around then.

20

And you met her with Mr Petroulias, did you not?---Yes.

And you showed her, did you not, the large map from Monteath and Powys of the Warners Bay lots, didn't you?---I might have, yes.

And, Ms Bakis, you know, don't you, that Ms Lindrum came to meet with or was asked to attend a meeting with some representatives, as it turned out, from Advantage shortly after that time, don't you?---Yeah, I think that's right, yep.

30

Now, did you participate in those meetings, Ms Bakis?---No.

I should just go back. You had, you and Mr Petroulias had a wide-ranging discussion with Ms Lindrum when you met with her about the Warners Bay area and the Aboriginal Land Council lots, did you not?---Yep.

40

And it included discussions about what could be done with the land and some general ideas about potential parties that might be interested in it, isn't that right?---The first meeting we had, she was discussing about, she was discussing a lot of things, how she had plans for the post office, and it was general discussion.

THE COMMISSIONER: All right. Now you might answer the question.
---Well, the answer's, I don't think it was – no.

MR CHEN: What, you didn't have discussions at all about the development potential and opportunities for the Warners Bay lots and - - -?---Oh, yeah,

we did. Not Warners Bay. It was more focussed on the post office. That was - - -

Ms Bakis, I'm really just going to ask you, please, I really want to move through your evidence quickly.---So do I.

Well, I appreciate that, Ms Bakis, and that's why I'm trying to assist you in focusing on – I'm asking about Warners Bay. Do you understand that?
---Yes.

10

And I'm asking you about whether or not there was discussion about the potential opportunities for the land and some potential parties that might be interested in land that was ultimately developed?---I don't recall Warners Bay being discussed but that, that's, I don't remember the detail.

20

You know, don't you, that a short time after, I'm sorry, I'll make it clear to you that I'm moving after the Advantage meeting that she had with – I'm sorry, let me start again so I don't confuse you. Ms Bakis, you weren't a participant in the subsequent meeting that Ms Lindrum had with Advantage but you knew that it occurred, is that right?---I, I don't remember.

You know nothing of it, is that position?---No. I, I don't know. I knew she was calling me all the time but I do don't specifically remember her meeting Advantage. I don't actually remember that.

Well, you do know, don't you, that you sent her a letter of, well, I think what you conventionally describe as a cease and desist letter or something to that effect, didn't you?---Yeah, I did.

30

And you must have based that upon instructions you received, did you, from who?---What's the date of that letter?

23 June, 2016.---I, I just don't remember the content of that letter.

All right. Well, I'll have it brought up on the screen for you and I should, it's Exhibit 96, page 14. Have a read of it, if you would, Ms Bakis, to yourself of course, and let me know once you've done that, please.---Yes.

40

Have you seen that letter before?---I have.

Did you draft it?---No.

Who drafted it?---Mr Petroulias.

Did you approve it being sent?---Yes.

Hence you agreed to your name appearing on the bottom. Is that so?
---Yes.

But you don't know any of the background facts that apparently are contained within it. Is that the position?---I do, I do.

You do, do you?---This woman was, I don't know what she was. She was out to rip someone off, I don't know who, but she, she put a proposal forward to get paid \$20,000 a month to do what I understood to be basically nothing and - - -

10 It sounds like a management agreement, doesn't it, a management agreement of some kind?---Yeah, and I don't think she had, I didn't think she had the skills. I think she spoke well but she had no skills or any background in property to do any of the things she was wanting to do. We put that proposal to the board, the board didn't like it, and the relationship went sour really quickly and that's when I got - - -

Ms Bakis, please, I've just got to ask you to come back.---Sorry.

I'm asking you - - -?---You were asking me if I knew the background.
20

Ms Bakis, I really must ask you, please do not keep talking over me. Do you understand that?---I do.

Okay. Now, please extend the courtesy to me of not talking over me. Now, the question I asked of you, Ms Bakis, is what information you knew about that can go within this letter. Please explain to the Commissioner what fact, that is personal fact that you know of, is contained within this letter.---When you say personal fact, do you mean knowledge that I had?

30 Well, I'm going to put it to you in direct terms, Ms Bakis.---Please.

Because obviously - - -?---Please.

- - - that hasn't achieved, I've given you the opportunity. Now, did you have a meeting with Ms Lindrum at all after the meeting you had with her in or around early to mid-May 2016 or not?---I think I met her again.

And were you a party to a call to the Land Council on 20 June, 2016 or not?
---No.

40 Were you a party to Mr Green apparently calling her on 21 June, 2016?
---No.

So we can take it from that, Ms Bakis, can we not, that at least the paragraph commencing, "Our client," which is probably the third paragraph or the second, and the paragraph commencing, "Mr Green politely reminded you," et cetera, are not facts that you have any knowledge of whatsoever. Correct?---Aside from talking to my client and getting instructions.

I see. Mr Green gave you these instructions, did he?---I - - -

Or is your client Mr Petroulias?---I remember Mr Green, remember talking to him about this call that he got.

THE COMMISSIONER: Was he your client?---Oh God.

Well - - -?---Well - - -

10

You're talking about "our client."---Well, I - - -

I'm just trying to identify who you're talking about.---Mr Green - - -

All right.--- - - - answered the call, I mean perhaps I should have convened a board meeting to discuss it.

No, hang on, just so that I'm following this.

20 MR CHEN: Well - - -

THE COMMISSIONER: The reference to "Our client" is a reference to whom?---Awabakal.

MR CHEN: Can I suggest, Ms Bakis, you've never had any call with Mr Green about this at all.---Why not?

I'm sorry?---I, I did.

30 And this, these two paragraphs really are constructs of Mr Petroulias and only Mr Petroulias. Isn't that right?---No, that's not true, that's not true, if, that is a hundred per cent not true.

And can I suggest – well, let's move on to the - - -?---She was trying to steal money so, you know, I had, we had to deal with her on appropriate terms.

40 Ms Bakis, let me just get straight to the point here. The reason why this letter has been sent, Ms Bakis, can I suggest, to your knowledge, is because Ms Lindrum and her associates became increasingly suspicious about the involvement of Mr Petroulias and his goings on. Isn't that the true position? ---I, I don't know.

And the reason - - -?---I wouldn't know.

I'm sorry, you go?---I, I couldn't know that.

And the reason why this letter is being sent out is to try and put an alternate construct on what truly was happening. Isn't that right?---No, that is

completely untrue. She put a proposal forward that we, we, we put to the board and she got upset that it had been declined and then she must have thought it was our influence. And her proposal was preposterous.

Well, Ms Bakis - - -?---And that's why she got upset.

Can I suggest to you that you know that's simply not true?---Well, no, I'm not accepting that at all, I'm sorry.

10 Well - - -?---I'm not accepting that from this person, no.

Well, Ms Bakis, you were in the hearing room when she gave this evidence, weren't you?---No, I left, because I heard her voice and I had to leave.

I'm sorry?---Nothing. That's irrelevant so - - -

No, I want you to put on the record if you'd repeat it, please. It'll come up on the transcript. I just wanted to understand what you said.---She started to give evidence and I remembered her, the way she spoke and I thought I've
20 got somewhere else to go, I'm not going to stay to hear this, because I remember, I remember the well-spoken persona and then the ridiculous proposal she put to Awabakal and I thought, oh, God, that's right, I remember this person. I'd forgotten it until that point.

And what, you thought you could dismiss what she was proposing outright, could you?---She had no skills.

I see.---Even by her own admission at this Commission, the woman had no
30 skills.

Anyway, Ms Bakis, you know that she responded to, whether it's either your or Mr Petroulias's email?---Yeah, I don't remember what she responded with.

Do you remember receiving a response?---Oh, perhaps, perhaps.

All right. Would you like to see it?---Well, yes.

So it's at Exhibit 96, page 13. And you received that email, didn't you?
40 ---Yes.

And you never responded to it, did you?---I don't know.

Well - - -?---I actually don't remember.

And you certainly didn't take any proceedings against Ms Lindrum or her company, did you, as you threatened to do so in the letter that you sent to her?---No.

Now, Ms Bakis, you've said yesterday a couple of times that the material that was produced by you to the Commission in response to its summons was assembled not only by you but by Mr Petroulias.---Yes.

And of course, you would know – well, I withdraw that. The summons was obviously directed to you and to produce your legal file in relation to the subject matter of this investigation, isn't that right?---Yes.

10 And you knew obviously at that time, when you received the summons that Mr Petroulias was a person who also would be of interest to the Commission in its investigations, isn't that right?---Yes.

And the material that you were asked to produce was in effect your files for the Land Council, isn't that so?---Yes.

And the material that you had on your file would be material that is confidential as between and the Land Council, would it not?---Yes.

20 It would not be proper or appropriate, would it, Ms Bakis, to permit somebody such as Mr Petroulias to have access to or see the inside of that file without clear instructions from the Land Council, would it?---Well, he was my agent.

I see. For what purpose? For putting documents together to respond to the summons?---Well, that, that's a separate issue to what you've been talking about.

30 Please, Ms Bakis, it's not. It's precisely a question following up on your evidence that he was your agent.---Yeah, he was my agent. He was Awabakal's agent according to the engagement letter. So, there's no breach of confidentiality.

What engagement? Are you talking about your fee agreement?---Yes.

I see, so you are using it for some purpose, are you, this clause 20?---Well, this, this may be one of those instances.

40 So, you didn't think it inappropriate at all for Mr Petroulias to be permitted to see your file because you were able to pull out from your file and rely upon clause 20 of your fee agreement, be it the one of November, '15 or November, '14, is that right?---He - - -

I'm sorry?---Well, he knew it was in the file. There was no confidentiality issues.

Well, certainly not once he'd seen it.---But he knew it was in the file. I was more concerned - - -

Please, Ms Bakis, we're straying away from my question.---Yes. Yes, sorry.

Please focus on it.---Yes. What was your question, sorry? You've made a lot of statements. I've just forgotten what the - - -

10 No, I haven't, Ms Bakis. I've asked you questions and you're not at the present time responding to it.---Okay. So, did I, did I breach confidentiality by allowing him to see my file?

Ms Bakis, the question I asked you is you saw fit, on your own evidence, to permit this to occur because you could rely on clause 20 of either the 2014 fee agreement or the 2015 fee agreement. Wasn't that your evidence?
---Well, it was more about filling in gaps in my file that perhaps United Land Councils had documents that I had lost or, it was more about that as opposed to thinking about the legalities of it. I wanted to get the proper file to the Commission.

20 Ms Bakis, I'm not going to waste more time in this other than - - -?---Please.

- - - to suggest that you know full well that is not a proper response to my question and that you are deliberately avoiding it because there is no justifiable explanation for permitting Mr Petroulias to do what you permitted him to do.---Oh, well, that's not true. For God sakes.

30 And not only did you permit him to do it, you then didn't check, as you would understand it, what was in there or what was produced to determine whether it was truly a document that was within your file or not, is that the position?---I had a quick look at it.

I'll ask you the question again if you don't understand it. You didn't take steps to satisfy yourself that what was being produced to the Commission was a complete and accurate record of your file. Is that true or not true?
---That's not true.

40 Why is it not true?---Because I pulled together what I could and then I asked Mr Petroulias to pull together what he could to fill the gaps in, and I thought that was taking an extra step in gathering all the relevant information for the Commission.

Did you check what he had put in there or not?---Well, I obviously didn't, so, yes. So - - -

And really, Ms Bakis, what seems to have happened, on your evidence, is you've handed over an essential part of complying with the summons – served upon you to produce documents – to Mr Petroulias.---That's not what I said.

Well, that's the effect of what's happened, is it not?---Yes, but it's a complete file, so the Commission got a complete file, so - - -

10 How do you say that, Ms Bakis, without you taking steps to ensure that the integrity of your file was not otherwise contaminated by what Mr Petroulias might have been disposed to put in there or not put in there?---If he's put things in there that I have apparently signed off on, then they should be on my file. And that's what he did. So in fact leaving those things out would have been an incomplete file. And I'm not, I'm, I'm seriously not skirting this issue. I'm, I'm trying to answer it as honestly as I can.

THE COMMISSIONER: How many Awabakal Land Council files were there in your practice?---One.

One. And prior to receiving the summons, had Mr Petroulias ready access to that file?---Yes.

20 That's the Awabakal file relating to the land transactions in question?---Yes.

On what basis do you say he was entitled to have open access to your client's file, your file of your client, the Land Council?---Okay, the file was at home in my study, and I say he had access because it was at home in my study, so in theory if he wanted to get into my cupboard to get the file he could have done that.

30 So the basis upon which he had access to the Awabakal Land Council file which you maintain was simply that he physically was able to access it? ---Yeah, it was proximity, yes, that's right.

You don't consider that was an invasion of your confidentiality with the Land Council, that you permitted him to have such access?---I, I didn't permit him to have the access. It was - - -

But he had it.---I mean, the alternative was to move, yeah, well, perhaps, yes. Perhaps, yes. Yes.

We'll take the morning tea adjournment. Is that a convenient time?

40 MR CHEN: Could I just finish this topic, Commissioner?

THE COMMISSIONER: Yes.

MR CHEN: Ms Bakis, you have said a couple of times, as I understand it, that Mr Petroulias knew what was in there. I mean, how could that be? ---Well, he was working for United Land Councils and therefore he had a good knowledge of what was, of what would have been on the file.

No, your evidence, Ms Bakis, was he knew what was in there as some explanation for why you've permitted him to respond or assist you in responding to the summons served upon you. How could it possibly be that he would know what your specific instructions were on any given topic? How could he possibly know that, Ms Bakis?---Because we talked about the matter a lot and he spoke to Debbie and Richard a lot and he knew what matters I had been dealing with over the time.

10 But how could he know the content of the file, Ms Bakis? He may well have spoken to Ms Dates and he may well have spoken to Mr Green, but how could he know about the content of your file?---Well, because he was intimately involved in all the property dealings, so he, and he knew which agreements had been signed when.

Ms Bakis, really - - -?---Well, you're asking me a question and I'm answering it.

You understand what a file is, don't you?---Yes.

20 And a solicitor takes a file, opens it and records instructions that they secure from time to time from their client, for example, do they not?---Yes.

And not all of those instructions – that I've understood that you've been telling the Commission about that you secured from people such as Ms Dates and Mr Green – had anything to do with Mr Petroulias. Is that right or not right?---That's right.

30 So why on earth would he have knowledge of those kind of matters, Ms Bakis? He couldn't, could he, unless you told him in breach of potentially your obligation to your client or you permitted him access to the file whenever he saw fit.--- Yes.

Isn't that the case?---Yes.

And you did permit him access to this file whenever he saw fit, isn't that so?---Well, I didn't, but he, I don't, I don't know that he needed to access it, but - - -

40 Now, Ms Bakis, as well, do you appreciate the summons provided directions that you, as a legal practitioner, would know about who should have access to or assist in the providing of documents to the Commission, isn't that right?---I don't remember.

You don't know what it says at all about what restrictions there are that people are required to comply with when compiling documents to produce to the Commission?---I actually don't recall that right now, no.

Thank you, Commissioner. That would be a convenient time.

THE COMMISSIONER: Yes. Morning tea adjournment. We'll adjournment.

SHORT ADJOURNMENT

[11.37am]

10 MR CHEN: Ms Bakis, you gave some evidence, possibly yesterday, that you've seen some of the file notes that in fact have been produced and you had some concerns such because you had identified some that were not prepared by you but were in your file. Is that broadly what you said yesterday?---I don't think so.

Right. Well - -?---I, I thought I said that there were documents in my file that I hadn't seen before.

20 All right. Well, have you gone through - -?---And to be clear – sorry, I won't interrupt you.

Well, did you have a look at your file notes in the file that you produced? ---Yes.

And did you check to see whether they were all file notes that you prepared or were some you identified not prepared by you?---Some weren't drafted by me.

Right.---But they still acted as a file note.

30 I see. And when you say they're not drafted by you, were they drafted by Mr Petroulias?---Yes.

And were they then signed, were they?---I don't know. I'm not, I can't remember. Some of them are, some of them aren't.

Some of them appear to have, I want you to assume, what appears to be original signatures on them, in particular the running log, as it's been described in evidence.---Oh, yeah, those, yeah, yeah, yes.

40 That's your recollection, is that they were signed, sorry, that you've seen - -?---I've seen those, yes.

Right. But just so it's clear, you've not only seen them but you've seen them with the original signatures?---Yes.

And there are other file notes though, Ms Bakis, contained without, in your file – which have been produced as MFI 33 – that appear only to be, well, I don't know whether they're photocopies or what they are, but they don't

appear to be original. Has that been your observation in reviewing your file?---If, if there are file notes that have been co-signed by the client, there are originals. They may not be on the file and there's a reason for that.

What's the reason?---They're with Lawcover.

Well, I should tell you, Ms Bakis, that late last night K&L Gates produced to the Commission your file.---Yes.

10 And when you say to Lawcover, do you mean - - -?---K&L Gates.

I see. So within that file, whatever's been produced, and the file you produced should be the originals of all these file notes. Is that right?---Yes. They have them. They've probably lost them.

THE COMMISSIONER: Did you say probably lost them?---Well, I - - -

Sorry, what did you say, probably what?---Sorry, I shouldn't presume where you're going with this but - - -

20

MR CHEN: I think you are and I'm just asking you about between the two there should be a complete record of your file notes, is where I'm heading at.---Yes.

Is that right?---Yes. Between this organisation and that organisation there is a complete set of signed files.

30 So it's clear, you mean the file that you and Mr Petroulias produced to the Commission and the K&L Gates file that they've produced to the Commission?---Yes.

So within those two files should be originals of all file notes that have been signed by Ms Dates, Mr Green and, where relevant, you and Mr Petroulias? ---I believe so, yes.

Right. And there should also be originals of all the correspondence that at least you've received from the Land Council. Is that right?---I'm not sure about the correspondence, not that I - I didn't really receive much, but that's right.

40

Ms Bakis, I want to ask you some questions just about some of these documents that are in MFI 33, and I want to start if I can with MFI 33, page 10. And you can see there that's a letter of 23 September, 2015?---Yes.

Now, Ms Bakis, I want you to assume that in fact that's a photocopy as obviously you can see, that there is actually a colour copy of that letter on your file.---Right.

Do you see that?---Yes.

Do you recall receiving that letter, Ms Bakis?---I don't.

Are you able to explain – well, I should clear up the ambiguity in your answer. Are you denying that that letter was ever received by you or you just don't know one way or the other?---I don't remember seeing this letter. If, if, I mean - - -

10 Well, did you observe this letter when you were preparing your file to produce to the Commission?---No.

Do you know anything about its creation, Ms Bakis?---No.

Well, you may know that Mr Green has denied in very strong terms ever sending such a letter or indeed having anything to do with it. Are you able to assist, Ms Bakis, in that respect at all or you can't say?---I can't say. I mean, he's, he wouldn't have drafted this. He, he would have asked someone to do it if, if that's - - -

20

Well, let's – I think that's fair enough because, but it hasn't, he suggested as well that he didn't ask anybody.---Okay.

So, do you know who may, if Mr Green's right, who may have created this?---Mr Petroulias.

Do you know that he did?---I don't but he's the obvious candidate.

30 Are you able to say whether in fact this letter's just been slipped onto your file in the production of it to the Commission, Ms Bakis?---It could have been slipped in the, when it was produced or it could have been put in the pile of paper at some point during the course of the engagement.

Now, Ms Bakis, you would know as well, that there's this running log that's been prepared.---Yes.

And that's been prepared, hasn't it, by Mr Petroulias, isn't that right?---Not, not in all cases.

40 Well, whose idea was it? Yours or his?---Mine.

And was he a person that assisted in the preparation of that running log? ---Yes.

And I assume it's a document that's an electronic document, a Word format document, that's kept on your computer?---Yes.

And the way you would add information into it is to go into the existing document and type in what apparently is the data or material that needs to be added to it. Is that the way it would work?---No. I think, I think they were separate documents created every time.

Some were, Ms Bakis, you would no doubt appreciate, of the kind that you say. Pardon me. But others seem to be a monologue covering many days and many events.---Yes.

10 And presumably if you wanted to do that, you could come back at any point in time and change or add to the running log as you saw fit?---It's probably unlikely.

I'm not asking whether it's unlikely or not, that's the way it works.---Well, no. I couldn't have.

Is it your evidence – well, I want you to assume these running logs have signatures of Ms Dates and Mr Green on them that are original. Will you just assume that for me, for the moment?---Yes.

20

Did you have them sign the document, Ms Bakis, or did somebody else? ---Most of the time it was me.

And when in relation to, so if a particular running log bears a date, when in relation to the running log would the signatures be appended to it?---I think it varied. Some of them were drafted at the Land Council and would have been signed on the day. Some might have been signed a few days later.

30 Well, you know Mr Green suggests that you never read anything back to him and he was just asked to sign things, don't you?---Of course he's saying that, yes.

And, what, you contest that, do you?---Of course I do.

I'm sorry, I didn't hear what you said.---Of course I do.

You see, Ms Bakis, isn't the idea of this running log really something that Mr Petroulias has devised to put a particular version of events by him as to what was going on?---Is that the purpose of it?

40

Yes, or at least a purpose of it?---Perhaps.

And have you reread them for the purposes of giving evidence before the Commission?---I've read some of them. I haven't read all of them.

You would appreciate that there are a range of different accounts given compared to versions given by witnesses before the Commission of course, wouldn't you?---I'm not surprised by that.

And, Ms Bakis, the other I guess interesting feature of much of the running log is that the seal of Gows Heat has been affixed to these running logs.
---Not to all of them.

Well, at least to some of them.---I don't remember that, but that might have happened.

10 Do you know why that would happen?---I'd have to see which one it was.
I'm not sure.

All right. Well, I'll just, I'll show you one. It's MFI 33, page 7. So this is 5 May, 2015. And if you look down at the next page you can see for example there's a seal of Gows Heat. Do you see that?---Yes.

So who's affixed the seal of Gows Heat?---Mr Petroulias.

20 But he wasn't a director or officeholder of that organisation in May '15, was he?---He had, he had a power of attorney to act - - -

For who?--- - - - on behalf of the director, whoever that was at the time.

This is Mr Latervere, the deceased gentleman?---Well, yeah, the, yeah. My, my understanding was there was a power of attorney in place for him.

And was he the director, sorry, was that the power of attorney that was current at the time, do you know, or you don't?---No, I wouldn't know.

30 All right. So his affixing of that seal and whether or not it's authorised or unauthorised is something that you don't really know about. Is that right?
---Yes.

Are you agreeing with the proposition, you don't know about?---Well, can I, can I read, is this only one occasion that this has happened or has it happened a few times?

40 No, it's several, but have a look at page 13 for example. I don't think anything turns on whether it's on one, three or five times, Ms Bakis, for the purpose of my questions, I'm just inquiring as to - - -?---I'm just trying to recall why they're there. Okay.

I'm sorry, what was the answer, Ms Bakis?---I don't know what you're asking.

Well, I was asking who, pursuant to what power of attorney is Mr Petroulias affixing the seal?---I don't know. He had a power of attorney to act for a director of Gows. That's all I knew. And I - - -

And you don't - - -?---And I relied on him.

I see.---Assuming that was correct.

Now, Ms Bakis, I want to turn to a different subject now, if I can, please. Just pardon me for a moment, Ms Bakis. I asked you some questions yesterday just about, or perhaps it was the day before, about the structure of the Gows Heat heads of agreement and some of the way in which it was drafted. Do you remember me asking you questions along the lines that I've described?---Oh, vaguely.

And I took you to some provisions, not only the heads of agreement but also in the surrender and release agreement, about the use of the phrase, for example, "right", et cetera.--- Yes.

And I think you accepted that you didn't express the agreement to be conditional, did you?---The, the Gows Heat heads of agreement signed in December '14?

20 No, the Sunshine agreement in October '15.---Sorry, sorry. Yes, that's right. It wasn't conditional, yes.

And one way that you could achieve a kind of understanding between two parties would be to use a document which lawyers commonly describe as a memorandum of understanding, would you not agree?---Yes, perhaps.

And another way would be to present a document that is not executed and to put that before the board and ask them to approve it in order for it to be put to the members. Do you agree?---Yes.

30 And because you know, don't you, that the law attaches significance, legal significance, to when people put their signature on a document, don't you? ---Yes.

There's a presumption that they intend to be bound by whatever is contained within it, even if they don't read it.---Yes. And, and the intention was that Sunshine would be bound. I was concerned that Sunshine would waste everyone's time. By committing, committing them to the document, we knew that they were serious.

40 Well, they were certainly serious because they turned up and subsequently paid considerable sums of money.---Yeah, many months later, yeah.

Well, they turned up on the day with money, didn't they?---Which day?

On 23 October, 2015, when they signed these agreements.---I think so.

And the suggestion that you can sign these contracts, Ms Bakis – that I think seems to be what you're suggesting in your evidence – that you can do so because of and consistent with the provisions of the Aboriginal Land Rights Act is simply not correct. What do you say to that?---It's consistent. Yes, it is consistent.

Now, Ms Bakis, I'm moving to – Ms Bakis, I'm just going to show you a document, if you'd be good enough to look at it. Have you seen that file note before, Ms Bakis?---I think so.

10

You hesitated.---I haven't read it but, yes.

Did you type this file note out or did Mr Petroulias type it out?---Mr Petroulias would have done this.

On his own?---Well, I would have read it, I think. Sorry, I don't remember.

Commissioner, could I have that document marked?

20 THE COMMISSIONER: Yes. Yes, the Awabakal-Gows file note to update memorandum of declaration - - -

MR CHEN: I'm sorry, Commissioner. I should tender it, I think, Commissioner.

THE COMMISSIONER: Oh, all right.

MR CHEN: Rather than – I was hoping to combine it with MFI 33 but I - - -

30

THE COMMISSIONER: It will be marked then, as an Exhibit.

MR CHEN: Thank you.

THE COMMISSIONER: Exhibit 104. That's the Awabakal-Gows file note to update memorandum of declaration, et cetera, bearing date 28 April, 2016.

40 **#EXH-104 - AWABAKAL / GOWS FILE NOTE TO UPDATE
MEMORANDUM OF DECLARATION, ACKNOWLEDGMENT
AND CONSENT DATED 28 APRIL 2016**

MR CHEN: Now, Ms Bakis, I want to ask you some questions about a different topic now.---Yes.

I asked you some days ago now about a number of transactions, one of which was a purchase of some bedding via Fantastic Furniture. Do you remember me asking you some questions about that?---Yes.

And can I suggest to you, Ms Bakis, that you in fact not only ordered the bedding but you paid for it using a card. What do you say to that?---I don't recall that.

10 And do you remember, Ms Bakis, I asked you some questions about the property at Mary Street in Burwood that was leased by Knightsbridge North Lawyers?---Yes.

And I think you said that you signed or received those goods at the apartment?---I received many goods there, yes.

Well, I'll just show you this if you'd been good enough to have a look. So, it's volume 40, page 411. Do you see it's an invoice addressed to you? ---Yes.

20 And you can see a bit further down, it's got, the writing's not particularly clear but I think it says, "Received in good order. Receiver signature," and that is your signature, is it not?---Yes.

And beneath that is your name written by you?---Yes.

Then can I suggest, Ms Bakis, that you in fact not only ordered these goods but paid for it using a card?---I don't think so. What date is this? I wouldn't have paid for them. I don't recall paying for this.

30 You understand I'm putting a different proposition to you, don't you?---I think I know what you're doing.

I'm just putting a different proposition to you. Well, you've got understand that, we don't need to waste time on it, Ms Bakis.---Well - - -

You understand I've suggested that's not right? That you did.---I didn't.

Right. Now, I also asked, do you remember, about the [REDACTED] dance school?---Yes.

40 And I want to suggest to you that you paid for the fees using a card?---I don't think I did.

And I asked you also about the filing fee for the Supreme Court proceedings for Knightsbridge North Lawyers that was commenced in or around March of 2017. Do you remember me asking you questions about that?---Yes.

And I'm suggesting that you also paid for that filing fee using a card?---No. That wasn't my evidence.

Ms Bakis - - -?---No, I didn't.

Thank you.---And that wasn't my evidence.

Ms Bakis, I have not suggested to you to the contrary until now.---Okay, well, thank you.

10

That it is a proposition I'm putting to you, you did. Do you understand?
---Yes.

Let's just move through this quickly, Ms Bakis.---Yes, please.

If you'd just be good enough to listen to the questions, it'll save a lot of time. Now, you have in the past shopped, have you not, at Big W Chullora?---Yes.

20 You've also shopped at David Jones at Burwood?---Yes.

Woolworths at Burwood?---Not often but yes.

Kmart at Burwood?---Yes.

Target at Burwood?---Yes.

Coles at Five Dock?---Maybe, yep.

30 Sutcliffe Meats at Burwood?---No.

You're denying that, are you?---I don't even know what that is.

Sounds like a butcher.---Yeah, that, that's not me.

You've never heard of Sutcliffe Meats?---I don't think so.

Never shopped at Sutcliffe Meats, is that the position?---I don't, I don't remember. I don't even know where they are.

40

Well, I've said at Burwood.---Yeah, well, it's a big place so I don't recall.

What about Muffin Break? Do you ever go to Muffin Break at Burwood?
---Might have, yes.

Do you remember I asked you some questions on an assumption that Mr Petroulias was overseas between 26 November, 2016 and 8 December, 2016?---Yes.

And could I suggest to you that in fact you went to those places that I've identified, such as Kmart at Burwood, Target at Burwood, Coles at Five Dock, Sutcliffe Meats and Muffin Break. Can I suggest to you that you did attend those places in that period?---It's unlikely, but yeah, it's possible.

And do you know of a business called B, that's the capital B, Pierre cosmetics in Rose Bay?---No.

10 Never heard of it?---No.

You see, what I want to suggest to you, Ms Bakis, is that in the period 26 November, 2016 to 8 December, 2016, you used a card to attend to shopping at these entities that I've identified in the name of Daphne Diomedes.---That wasn't me.

And can I suggest that there were 27 such transactions in the period November '16 to December '16 with a total of \$1,016.52.---That wasn't me.

20 And it's the very same card that has been used, can I suggest, by you in relation to those other transactions, namely the purchase of the furniture for the apartment in Mary Street at Burwood, Fantastic Furniture, [REDACTED] and the Supreme Court.---Yes.

And that that person who's using the card, Ms Bakis, is you.---No.

And that this account was opened on 15 December, 2015, that is, just to put the timing in your mind, just after this money has come through from the Sunshine transaction in the name of Dorothy Diomedes, or sorry, Daphne
30 Diomedes, using an address at Sandy Bay, Tasmania.---It doesn't make sense because how could I have used – 15 December, '15, it wasn't me, 'cause you're saying I was using them in November.

Yes, in 2016.---Oh, sorry, okay, okay. Well, that wasn't me.

And can I suggest to you, Ms Bakis, that in fact this account has been opened using the driver's licence that you and Mr Petroulias secured when you went down to Tasmania in 2013.---I don't know how that could be.

40 Well, it can be by somebody presenting the identification to permit the account to be opened. That's one way, surely?---Well, that, that wasn't me that did that so - - -

Well, I'm suggesting, Ms Bakis, that it was you, or at the very least you knew that Mr Petroulias was doing so.---I didn't know what he was doing.

And that you've known of the existence of this account Daphne Diomedes held with the Qudos Bank and used the Visa credit card attached to that account for your use as well as his use.---It's not true. It's not true.

And you see, could I- -?---It's not true.

I understand. You've said that.---Well, you can keep going, but it's not right. It's not right.

10 And in fact you were also a participant in opening another Daphne Diomedes credit card account with Coles or Wesfarmers Finance, isn't that right?---No.

Well, just have a look, if you would, at volume 40, page 116. So you can see that there's the name Daphne Diomedes. Do you see that?---Yes.

20 And it appears, just by looking at this form, that it's been opened, this – I'm sorry, I'll just, you may need to go back one page. I'll just check that that's the start. So I'll just ask you to have a look, please, at 116 again. You can see that this is an account that's been opened by somebody completing it – I'm sorry, did that drop off, there we go – using a pen. Do you see that?---A pen?

Well, it says at the top, "Please use black ink." I'm assuming it's a pen. ---Yeah. Yes.

Is that your handwriting?---No.

30 And you can see, if you look down at C, that somebody has signed it, can't you?---Yes.

Is that your attempt to sign Ms Diomedes's signature?---No.

Were you present at all during the course of the opening of this?---No. No.

You can see, can't you, at least on the face of this document, that that has to occur whilst the form is presented to the Australia Post officer, can't you? ---Yes.

40 And if you just turn over to the next page, please, you can see as well that this seems to be the stipulations of Australia Post, that you have to lodge the form and the identification must be produced and be original and current. Do you see that?---Yes.

But, what, you say you know nothing of this?---I know nothing. I know nothing of this. I, I, I just, I know nothing about this. I never went into an Australia Post.

Well, Ms Bakis, what I want to suggest to you is that in fact if, even if you did not know that – well, I'll withdraw that. Do you know who else may have opened this account?---I'd say Mr Petroulias.

See, Ms Bakis, what I want to suggest to you is that in fact you, even if you did not open this account, knew of its existence. Do you accept that or not? ---I didn't.

10 And that not only, can I suggest, that you knew of it but you used the account or the card attached to it.---I didn't.

And that you used it specifically for three transactions on 22 April, 2016.---I didn't.

And you also used it for seven transactions on 23 April – I'm sorry, Ms Bakis, I just may have made a, just let me check. I may have a typographical error on my notes. Just pardon me for a moment. And also that you used it for seven transactions on 23 April, 2016, didn't you?---No.

20 Well, I just want to show you these transactions, Ms Bakis, if you would. Volume 40, page 148 and, Ms Bakis, if you have a look down, you'll see there's an entry 22 April, 2016 near the bottom?---Yes.

What I'm suggesting to you is, those three transactions, namely Breadtop Burwood, the next entry BHV Trading, and Dominos Strathfield are all transactions affected by you using the card attached to this account in the name of Daphne Diomedes.---No.

30 And of you just look at the last line, that the entry on 23 April, 2016 for Big W Chullora and over to the next page, all those other transactions, The Reject Shop at Chullora, Woolworths at Chullora, Wilson Parking at Burwood and Hungry Jacks at Parklea, they're all transactions effected on this card by you.---No.

And that you have been a joint user of this account, Ms Bakis, over the course of 2015 and 2016.---No.

40 Now, Ms Bakis, do you remember I asked you some questions last week about a red light offence on 5 October, 2015?---Neutral Bay?

Yes.---Yes.

And you paid for that fine, didn't you?---I don't remember.

And can I suggest that you paid for that fine using a Daphne Diomedes credit card from Qudos Bank?---I didn't pay for that fine. That wasn't my fine.

Well, the fine was directed to the car that you owned, was it not?---That doesn't mean I was driving it.

No, but what was stated on the statutory declaration was Daphne Diomedes was driving.---Right. We've been through this. So - - -

We haven't, Ms Bakis.---We have. I, I wouldn't have been driving in Neutral Bay. I rarely, I rarely go there.

10 My question, Ms Bakis, is the fine went to you irrespective of how it was allocated thereafter, which we have, I have asked you some questions about. My question is, you paid for the fine that attached to that offence, isn't that right?---Well, that's just rubbish. That's not true.

And you paid for it, can I suggest, using a different credit card to the other ones that I've asked you about, but in the name of Daphne Diomedes?
---There's another one? That wasn't me.

20 You see, Ms Bakis, you went with Mr Petroulias to secure this fake driver's licence in Tasmania to enable you and him to create this false identity, isn't that right?---That was the purpose, yes.

And you knew that that fake ID and identity were being used to open bank accounts or other financial accounts in the name of Daphne Diomedes?---I, I didn't know that. I didn't know that. I don't understand why it was done.

30 And you gave, at the very least, Mr Petroulias that Tasmanian driver's licence in the name of Daphne Diomedes to enable this to occur?---No, that's not what happened.

And that you knew, Ms Bakis, that these accounts had been established in that name?---No, I didn't. I did not.

And that these accounts that I've identified - - -?---I did not.

I'm sorry?---Sorry, I did not.

40 And that these accounts have all been funded by the money that Mr Zong has paid to Gows Heat. Do you know anything about that?---No.

Do you want to respond to that?---No. I don't know anything about that.

And the purpose of the establishment of these fictitious accounts, Ms Bakis, was really to disguise the payments from Gows Heat. Isn't that right?---No. Why would they need to be disguised?

Well, that's a question ultimately that will need to be resolved, I agree, Ms Bakis, but it's paying, as you would accept, for the purposes of this

question, to somebody that simply does not exist.---Yes, and I, I don't quite understand, I had no reason to do that.

Well - - ?---If, if you're, if you're assuming it was me, and it wasn't, I had no reason to do that. You'll see my financials, you know. I just don't understand, sorry, I just - - -

10 One of the effects of creating this false identity and it being used to incur expenses on accounts opened would be to conceal that money from, at the very least, the trustee in bankruptcy. Wouldn't that be right?---That doesn't concern me.

Please, that would be the effect of it, would it not?---No.

It would also have the effect, can I suggest, Ms Bakis, of concealing the true identity of the person or persons who are benefitting from it.---But – perhaps that's a reason, yes.

20 Well, that's the effect, isn't it, that's what I've put to you, is that if these credit cards are established in the name of Daphne Diomedes and Daphne Diomedes is spending money, that's concealing the identity of the person who's the true beneficiary of those funds, isn't it?

MS NOLAN: I object to these questions.

THE WITNESS: But I just, I - - -

THE COMMISSIONER: Just - - -

30 MS NOLAN: Can I – please, I've objected. These, these questions are unfair because they call for the witness to speculate. They are now traversing into an area which can implicate the witness on a speculation in circumstances, pardon me, where she has already said it is not her. So my friend's questions are unfair because they're asking her to speculate about something that she's denied any involvement in and then the question that goes on through its ambiguity to implicate her. It's unfair.

40 THE COMMISSIONER: Ms Nolan, this is not the first time you've suggested a question is speculative. Firstly the fact that the witness has denied it was her doesn't then create as it were an embargo on Counsel Assisting asking further questions about the matter. That's the first point. So that it is a question designed to elicit information that may be relevant to the investigation, and the denial by the witness can't block any further questions about it. But secondly, Ms Bakis would be entitled to complain if these matters were never put to her so that she then can have full and adequate opportunity to respond to each and every one of them, so it does serve a procedural fairness point as well as being of probative evidence benefit. I don't see it's speculative at all, because the question does not

have to accept the denial of the witness. That's the point. That's why it's not speculative.

MS NOLAN: I've made my objection, you've ruled. I understand through putting that to me that my objection is rejected.

THE COMMISSIONER: All right. It's on the record.

MS NOLAN: Yes.

10

THE COMMISSIONER: Thank you.

MR CHEN: I should say, Commissioner, that was the two purposes of why I was asking these questions.

Are you able to answer the question that I put, Ms Bakis, please?---If, if I was trying to avoid the trustee in bankruptcy - - -

No.--- - - - this would be a good way of doing it, yes.

20

Well, that's not the question, Ms Bakis, that I asked, that your counsel objected to. The question I asked, and I'll put it again, Ms Bakis, so that you can respond as you see fit is, the effect of the money being used by apparently Daphne Diomedes or the person holding the card is to conceal the identity of the person who's the real beneficiary of the money. Isn't that right?---That's one effect.

Well, can you think of any other effect?---Yeah, look, I, I can't get into the mindset of why people do this. I, that, that is one effect. I don't know what else there could be.

30

Well, it's difficult to think of any others because it's a false identity.---Yes.

Now, Ms Bakis, remember in relation to the Knightsbridge North Lawyers account with Macquarie, 8-8-4-9? I did ask you some questions about it. ---Yes.

And as I understand it – I withdraw that. The account really was opened, as I understand it, to enable Mr Petroulias to use that account for his own purposes, is that right?---Yes.

40

And there was no legitimate business reason for you to open it, is that the case?---No. I, I recall a discussion about opening a Macquarie account because I expressed dissatisfaction with Westpac, and I opened the account but I don't think I ever used it.

So it's clear, Ms Bakis, I'm suggesting that in fact there is no legitimate business reason for you to open that at all.---Well, that's not true.

And you accept, though, don't you, that that account, at least up until May of 2016, was funded entirely from moneys from the Gows Heat transaction?---Well, I rely on you for that, yes.

And you paid your own business expenses, did you not, from that account?
---Well, I didn't.

Somebody else did, did they?---Yes.

10

Right. And who's that?---Mr Petroulias.

So if Mr Petroulias effected it, it would be with your knowledge presumably because he's paying your business expenses.---Well, I, I would give him the invoices and he would pay them. Now, where he paid them from, where he was getting the money to pay them, yeah, well, so he, he was just paying them.

20

And you in that way received, can I suggest to you, something in the order of just over \$20,000 for personal expenses and business expenses in that time period.---I don't know. I don't know. I wish I had.

And you suggested as I recall it, but please correct me if it's wrong, that somehow you borrowed this money from Mr Petroulias.---I think you're confused.

All right. So I'm incorrect, am I?---Yeah.

30

You never borrowed money from him, is that right?---No. Mr Petroulias paid my credit cards on the understanding – you're talking about the 20,000 which I, I, I don't know about. There was an understanding that I would pay him back.

And have you paid him back?---Yes.

You have, have you? Through what account, Ms Bakis?---Well, all the fees that I derived from Awabakal.

40

Through what account? Through what account?---Through that account.

And what account did you pay it into?---Sorry, what are you – what did I pay what into?

Well, as I understand it, money came in and you paid him back. Is that the basic proposition that we're agreeing upon?---Oh, God. He kept the fees from the Awabakal engagement and the keeping of the fees was repayment of the loan, in effect. And in fact I paid more than I should have.

So all of the fees that came in from the Awabakal transactions and the fees you rendered the Land Council went to Mr Petroulias, did they?---Most of them. There were, there was maybe one or two at the beginning that I benefited from.

So, this is money that he's, as I understand what you say, provided to you for your use, correct?---What money?

10 Well, I understood you to say that Mr Petroulias loaned you the money or provided the money on the understanding that it would be returned to him?
---Yes.

And so he provided you with money, that's clear?---Yes.

And you repaid the money to him, correct?---Via these invoices because I never, I never took that money out of that account, it stayed there and he - -
-

20 So, what is clear is, on what you say, you were the beneficiary of some money initially from him that's been returned, correct?---He has paid my credit cards, yes.

Yes. And that money has been returned to you, returned to him by you, is that the position?---Yes.

So, he's received the money back from you, is that the case?---Technically, that's the technical position, yes.

30 Well, it's the actual position on your evidence, isn't it? There's nothing technical about it.---Well, well, yes.

All right. And so, let's be clear. He has been the recipient of that money, is that right, from you?---Yes.

Can I just suggest to you, Ms Bakis, that to the extent this is somehow an arrangement or a loan, that that's simply not true?---I can assure you, it was.

Now, I asked you some - - ?---I assure you.

40 I asked you some questions about Points Partners Consulting as well, do you remember, last week?---Yes.

And again, that's an account that you opened but handed over to Mr Petroulias, isn't that right?---I opened, I might have used for a few months and handed it over.

And can I suggest to you that you in fact have used that account, at the very least jointly with Mr Petroulias?---Well, I don't recall that.

And in fact - - -?---I wouldn't even know, I wouldn't even know how to log into that account.

And in fact the money that was paid out to pay out the loan that you had on the Mercedes that you actually gave to Mr Green, was paid out from that account?---Okay. Well, he did that.

10 Well, if he did it, Ms Bakis, it was to your knowledge, surely, that it came from this account?---I don't know how he did it but he did it.

And you, can I suggest, used this card to take out the cash that I identified last week, namely some \$47,000 over 15 transactions?---Yes. So, we walk into the bank together, he tells me, "Take out \$10,000 in cash," and literally before we're out the front door, I've given the cash to him. That was the, that's what was happening.

And this cash - - -?---It was not my, I could not keep that money.

20 And this cash, Ms Bakis, is cash from Gows Heat and the Sunshine transactions, isn't it?---Well, I don't know.

You don't know, Ms Bakis?---I, I haven't followed the trail in that account but presumably it is.

And can I suggest that you've also used that account for some 37 personal transactions at just over \$3,500?---That's not true.

30 Now, Ms Bakis, as well I've asked - - -?---That's not true.

I understand that, thank you.---No. Sorry, I have to say that three times now. Sorry.

No, once is sufficient, Ms Bakis. In relation to Best Pay Custodial, Ms Bakis, can I suggest to you that you have knowingly been the beneficiary of moneys from an account opened by or managed by that entity, isn't that right?---I don't know.

40 And the money that actually was sourced to part-purchase the BMW that we've seen some photos of that had the parking tickets, I think it's the X1, came from that account?---I wouldn't have a clue. I was not involved in that purchase. I have no idea how that was done.

Well, you know that Mr Petroulias somehow gave you the money, is that your evidence?---What money?

Well, to purchase or part-purchase the car?---I didn't buy that car. How many times do I have to say it? I did not buy that car. I was not, I wouldn't

even know where it was purchased. I didn't even go to the car yard. The car turned up one day.

But that's the car that either you use or from time to time he uses. Isn't that right?---Yes.

And nobody else?---Well, other people have used it.

10 Such as who, Ms Bakis?---Well, Mr Petroulias has always got people hanging around him and I know he gives them the cars to use occasionally. I don't use the car all the time.

Well, if you're not using that car you're using the X5, are you?---Or maybe I'm getting a train.

Well, I think my question - - -?---Or maybe I'm not driving anywhere.

Well, my question was premised on when you need a car - - -?---Yes.

20 - - - that's the other car you use?---When I need a car I can use one of those two if I'm allowed to, and often I'm not allowed to.

And are you able to say where the finance for that car, the X1, is coming from, Ms Bakis?---Absolutely no idea.

No idea at all?---None whatsoever.

30 Now, Ms Bakis, you I think agreed that you would search your records for your tax returns for Knightsbridge Tax and Knightsbridge North Lawyers. Do you have those documents, Ms Bakis?---They're online. I might be able to email them to you over lunch.

Right. And I also understood, Ms Bakis, that you would provide a paymaster agreement?---I thought that was on the file. I thought Mr Broad had said that was on file.

Well, he tells me that he didn't say that.---Oh, sorry.

40 So would you be good enough to check for that, and subject to those matters, Commissioner, that's the examination.

THE COMMISSIONER: Yes. Very well. We'll take the luncheon adjournment and we'll continue at 2 o'clock. We'll adjourn.

LUNCHEON ADJOURNMENT

[12.56pm]