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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 MONDAY 16 JULY 2018

AT 2.05PM

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CONVENTIONS USED IN THE SUPREME COURT.

THE COMMISSIONER: Yes, Mr Green. Mr Chen.

MR CHEN: Thank you, Commissioner.

Mr Green, just before the break I had drawn your attention to volume 7, page 150. It will come up on the screen shortly. You recognise down the bottom of the screen, it has now moved up, near the cursor, is your signature?---Yes, sort of. It's not a very good signature.

10

I'm sorry, I didn't hear what you said.---I said it's not a very good signature. I don't know.

Just so it is clear for the record, it is above the word "vendor" the line, what I'm suggesting is your signature appended to that document. Do you agree or disagree?---Yeah. Well, it looks like it, I suppose.

20

This is a document that you signed, Mr Green, can I suggest, on 23 October 2015 when Mr Zong attended the land council offices, isn't that right?---Yeah.

You can see, if you look at the top of this document, Mr Green, that it is a contract for the sale of land?---Yes.

If you look part way down, the description of the land is 14 Vermont Place, Warners Bay; do you see that?---Yes.

30

And you can read that, can't you?---Yes.

Again, this is the same land that has been talked about in the Gows Heat agreement, in this acquisition proposal and now in this document you've signed; isn't that right?---Yes.

Mr Green, if you have a look, please, at page 184 of volume 7, do you agree there that that's a front page of a contract for the sale of land?---Yes.

40

And if you look about three quarters of the way down the page, above the line "vendor", that is your signature that appears there?---Yes.

Again, this is a document that you signed, Mr Green, on 23 October 2015; isn't that right?---Yes.

You understand, don't you, Mr Green, that this was a

proposed contract for the sale of land at 291 Hillsborough Road, Warners Bay?---Yes.

You can see that and read it, can't you?---Yes, but I've never seen it before.

10 Mr Green, when you say you've never seen it before, do you mean by that that you tell the Commissioner that you didn't read the document on 23 October 2015?---That's what I'm saying, yes.

All right. Having it in front of you now, you can read it, can't you?---Yes, but I never read it before.

Listen to my question, Mr Green. Having it in front of you now, you can read it, can't you?---I can read it to the best of my knowledge, yes.

20 You can understand what it relates to, can't you?---Yes, I can now, yes.

Nobody put you under any time pressure, did they, during the signing of these documents in the land council offices, did they?---No.

Your decision was simply not to read it, is that what you tell the Commissioner?---Well, yes.

30 What other explanation do you have for not reading it, Mr Green?---Like I keep saying, we don't normally read them.

One possible explanation, Mr Green, can I suggest to you, is this was all part of your involvement in this deal to try and take money off Mr Zong?---That's not true.

It is true, isn't it?---No, it's not true.

40 Have a look, Mr Green, if you would then, please, at volume 7, page 200, and again you'll see, Mr Green, that that's a proposed contract for the sale of land relating to 295 Hillsborough Road, Warners Bay, do you see that?---Yeah. Right.

You've read that, have you?---294, is it, Hillsborough Road?

295.---295, righto.

Is that what you're reading 295?---Yes.

You can see your signature, can you not, three quarters of the way down the page, above the line "vendor"?---Yes.

10 Beside it, as it was on these other contracts that I've drawn your attention to, is Ms Dates's signature; isn't that so?---Which one?

To the right of your signature, Mr Green.---Up the top?

To the right of your signature?---To the right, yes, up the top here?

No, do you see there's a line "vendor"?---Yes, I can see it, yes.

20 THE COMMISSIONER: Does it look like Ms Dates's signature, to you, I think is what is being put?---Oh, geez, I don't really know.

MR CHEN: She was the only other person from the land council signing documents on this day, isn't that right?---Yes, it was.

30 She was signing these documents at the same time that you were, isn't that so?---That's so.

Beneath that you can see "Purchaser"; do you see that?---Yes.

That's where Mr Zong signed here and in these other contracts that I've drawn your attention to; isn't that right?---Yes.

40 If you look to the right-hand side, you can see there are two places where witnesses sign. Do you see that?---Yes.

And the top one is Mr Petroulias's signature; isn't that right?---Yes.

That signature has appeared in all the other contracts I've drawn your attention to; isn't that so?---Yes.

The sequence was, was it, Mr Green, that after you and what

appears to be Ms Dates had put a signature on that document, Mr Petroulias signed it?---It looks like it, yes.

Turn, if you would, please, Mr Green, to page 216 of volume 7. You will see here, Mr Green, this is a draft contract for the proposed sale of land at 379 Clarence Road, Waratah West. Do you see that?---Yes.

10 Again, down the bottom, you can see your signature on the line above the word "vendor"?---Yes.

Again, this is what you signed on 23 October 2015?---Yes.

So far as you can recall, Ms Green appended her signature as well - - -?---No.

Sorry, Ms Dates.---Yes.

20 Just have a look please at one more, please, Mr Green, at page 168. And you'll see that that is a contract that relates 110 Bayview Street, Warners Bay?---Yes.

Again, you see your signature appears above the line "vendor"?---Yes.

30 Looking through these draft contracts, or the front page of each of them, Mr Green, it is plain and obvious, is it not, that this all relates to the sale or proposed sale of land council land; isn't that right?---Yes.

To Mr Zong's company, isn't that right?---Yes.

That's why he was there on 23 October 2015; isn't that right?---Yes.

You knew, didn't you, Mr Green, that Mr Zong was paying money to the benefit of the land council; isn't that so?---To benefit the land council, yes.

40 That's because this agreement that you and Ms Dates had signed gave Mr Zong an interest in those properties that had been identified; isn't that so?---Yes. Yes.

Mr Green, would you be good enough to look at volume 7, page 142. Do you see there is a document described as a variation agreement? Do you see that?---Yes.

You can see in the first paragraph, can't you, that there's a description of the date, namely 23 October 2015, and varying the heads of agreement, the document I drew your attention to a few moments ago. Do you see that?---Yes, I can see it now, yes.

You can read that, can't you?---Sunshine, yes. The variation, whatever it is.

10 I'm sorry?---The variation agreement, yeah, yeah, yeah. Yes.

You understood, having read that paragraph, that it is referring to the earlier agreement that you signed? Do you understand that or not?---No.

Turn to the next page, if you would, volume 7, page 143. You can see your name on the right-hand side, Richard Green?---Yes.

20 That's your handwriting, isn't it?--- Yes.

You completed that on 23 October at this meeting, didn't you?---Yes.

Then you signed it?---I completed it? In what way are you saying I completed it?

30 You wrote your name, didn't you?---Yes, but I didn't read it.

After you wrote your name, you signed it, didn't you?---Yes.

You signed it in your capacity as the deputy chairperson of the land council in the land council offices?---Yes.

40 And you knew, didn't you, Mr Green, that this was a document that was contractual or legal in nature, didn't you?---I didn't read it.

I'm sorry, Mr Green, having looked at this document that you signed, you can see, can't you, it says the words perhaps for our five centimetres away "Executed as an agreement"?---I didn't read it. Didn't see it. I just signed my name.

Mr Green, you can see, can't you, that it also says "Executed for and on behalf of Awabakal Aboriginal Land Council in accordance with and by those with authority to so act". Do you see that?---Yes, I can see that now.

Well what do you say to the Commission, do you, that you managed to fix your eyes only on the single line that you had to sign?---Well, I didn't read that, that's what I'm saying.

10 What did you read of this document, Mr Green?---I didn't read any part of the document.

You must have read the name of deputy chairperson?---I could read that, yes.

You must have read it?---Yes.

20 Aside from looking at that one line, and perhaps one and a half centimetres above, do you seriously tell the Commissioner you didn't look at any other part of this document?---No, I didn't.

You didn't look at the front page?---No, I didn't.

It is not a big document, is it, Mr Green, it is really only just one page?---I didn't look at it.

30 Mr Green, it is not a big document, is it?---No, it's not a big document.

It's only one page, isn't?--- Well, you just showed it to me, yes.

Well, have a look at it Mr Green. It is one and a bit pages, isn't it?---Didn't look at it.

40 But you knew what you were doing, isn't that right, Mr Green, that you were signing an agreement on behalf of the land council in favour of Mr Zong's company?---No, I didn't.

Surely, Mr Green - - -?---No.

- - - that - - - .---No.

Allow me to ask the question, if you wouldn't mind. Surely, Mr Green, that you're at a meeting and somebody has put

this in front of you, you must have asked the question, "What am I doing signing this?" Did you not do that?---No.

It didn't come into your mind to even ask the question?---No, I just signed it.

Who put it in front of you to sign it?---Well, I can't really remember that.

10 THE COMMISSIONER: All these agreements signed on 23 October 2015 were signed, were they, in the boardroom of the land council in Newcastle?---I'd say so, yes, yes.

Well, you were there, you were there---Yes, I was there.

You were there signing these agreements.---Yes.

Is that where it took place?---I'd say it did.

20 Yes. Who produced the stack of agreements for signature, for signing off by you, Ms Dates, Mr Zong and so on?---I say it would have been Nick on the table. I'm not really sure, because I can't remember it 100 per cent.

Who else was in the room? There was you, Ms Dates, you say Mr Petroulias was there?---And - - -

Is that right? Who else?---Well, the picture that was up there before. I think it was Sam.

30 MR CHEN: Sam Sayed?---Sam, Tony Zong, and me and Debbie Dates, and Nick would have been there too.

THE COMMISSIONER: He was there, was he?---I'd say he was.

You were there in the room. Did you bring these agreements along to the meeting or did - - -?---No.

Well, who did?---Like I said, I'd say Nick did.

40 It wasn't the other persons you've mentioned who were in the room; is that right?---No, no.

Are you agreeing with me?---Yes, I'm agreeing with you.

That must have taken quite a while. You had a stack of these agreements, everyone had to put their signature on

different pages of them. How long did it take, would you say, overall, to get all these agreements signed up on 23 October?---I'm not sure how long it took.

Well, you were there.---They normally put them on the table and pass them around.

10 Well, how long would you say it took to sign off on all of these agreements you were taken to just before lunch?---I didn't time it.

I know you didn't time it, but what's your estimate?---Oh, five minutes, something like that.

Five minutes?---Yes.

To sign off all these agreements?---Well, 10 minutes, I'm not sure.

20 Quite a short - - -.---I can't remember this very clear.

Who asked you to sign and the others to sign the document? Who was the ringmaster, who was organising it in this room, this boardroom?---Well, Nick was the organiser.

30 Yes. Was he the one with the document saying, "Sign on page 1, sign page 2" and so on? Was he the one guiding people to sign the agreements?---I'm not sure. It was getting passed around the table.

What, agreements one by one handed out for signature?---Yeah, yeah.

Handed out by whom?---Well, like I said, I'd say it would have been Nick, because I think he done all the documents up.

40 Before you went into the boardroom, did you know Nick was going to have this signing session with all these agreements?---No.

Did he talk to you about that?---No.

Did he tell what you these agreements were all about?---No.

Did you know what they were all about?---No.

Did you know they had something to do with Aboriginal land council property?---No.

You didn't?---No, I didn't read anything.

Are you serious?---Yeah, I'm serious.

Are you truthful?---Yes, I'm truthful, I didn't read anything.

10

What did you think you were going to the head office in Newcastle of land council for?---I knew we were going there for a meeting.

Yes, some sort of business meeting?---Yes, but I didn't know we were going to sign all this stuff. Like I said, Mr Commissioner, the first time I have seen all this here.

20

But you knew Zong was was interested in buying property by the time this meeting took place, didn't you?---Yeah, I did.

Yes.---Yes.

And he was a prospective purchaser, as you understood it?---Yes, but I didn't think it was this far - - -

30

Is that right? He was in the room with all of the others signing these agreements; is that right?---Yes, I didn't think it was this far down the line.

You knew that the signing of the agreement had something to do with Zong, because he was signing them along with others; is that right?---Yes.

And you knew he was a prospective purchaser of Aboriginal land council properties, right, or his company?--- Like I said, I didn't think it was this far down the line.

40

You knew he was in the room as a person who was interested in acquiring an interest in the land council properties?---Yes, I knew that.

He or his company?---Yes, I knew he was interested in that.

You knew that?---Yes.

This whole session, obviously, the subject matter of this meeting of all these people in the board office, boardroom of the land council, was to do with Zong's interest in buying Aboriginal land?---Interest, yes.

Yes.---But I didn't think it was an agreement to buy the land.

10 No, but the agreements were all about Zong getting an interest in the land, or his company?--- Yes, I'd say that, yes. Yes.

Did you ever ask Petroulias on this day, "Look, can you just give me a rundown and explain to me what these agreements are about, why we are doing it"?---No, I never.

20 Why didn't you? Weren't you interested?---Well, yes, I was interested but I - - -

Interested as a member of the board?---Yeah.

Deputy chairman?---Yes, I was interested.

Okay. You were interested, were you?---Yes.

Why didn't you ask him?---Well, like I said, the way we do business, you know - - -

30 You keep repeating that, but this is a special meeting. You'd never been in a meeting like this before, had you, where you were in the room with a property developer or a property company interested to buy Aboriginal land in which agreements are being signed off all around the table? You'd never been in a meeting like that before, had you?---Oh, I've been in a lot of.

40 No, no listen to what I'm putting to you. Had you ever been to a conference like this one that took place on 23 October 2015 with an outsider, a property developer, sitting down, signing off agreements, in order to acquire an interest in Aboriginal land before?---Well, I'd say no, if that would agree with you, Commissioner.

This is the first time that it had ever happened, is that right, to you, in your experience as a board member?---Okay.

Is that right? This was the very first time such a thing had happened involving yourself?---No, I've sat in a lot of big meetings.

I can't hear you.---I said I've sat in a lot of big meetings.

10 I know you've been to a lot of big meetings, but you keep avoiding my question. Do you know the point of my question? The point of my question is this: had you ever been to a meeting like this one on 23 October?---Well, I'll say no, no.

20 This being a meeting, the like of which you had never participated in before, why didn't you ask Petroulias, "Explain to me what are we doing here"?---My answer to that, seeing that he knew all the legal stuff and whatever, we never asked him questions. We never do.

You didn't ask him?---We didn't ask him.

But you were interested in what was going on, you told me a moment ago.---I was interested.

Why didn't you seek information if you were interested as a board member?---Well, I didn't seek information.

30 We know that, based on what you have said.---We just let it all go.

You let it go and you were assisting Petroulias doing whatever he was up to?---No, that is not correct, Commissioner, that is not correct.

Why isn't it correct?---Because I never assisted Mr Petroulias to do anything.

40 But you were working hand in glove with him on this day, weren't you, on 23 October?---No, that's you guys' opinion, but it's not my opinion.

The evidence is plain: you and he were meeting, talking to each other, of course you were working hand in glove up to 23 October 2015 with him, were you not?---We were trying to set up a business for Aboriginal people. That's why I worked with Nick for, you know, months. I had nothing to do with

money stuff, taking money. I had nothing to do with that.

You see, what would you say if it was put to you that this transaction that was being put together on 23 October 2015 was being entered into for your benefit and Mr Petroulias's benefit and not for the land council's benefit? If that proposition was put to you, how would you respond?---It wasn't to benefit me, absolutely, no.

10 Okay.---Absolutely.

MR CHEN: And you got no benefit from it, is that your evidence?---Well, the only benefits I've got is wages, running around money and expenses and stuff like that, and I got given a car to use.

20 All right. Aside from the car and the expenses that you told the Commission on the last occasion was for a few months, that's it, is it?---Oh, I'm not sure how long it went on for. It's such a long time ago.

Well, I thought you suggested that this running around was for a business called United Land Councils, or something to that effect?---It had about three or four names.

The period of time in which you did that work, though, was only for some four or so months, wasn't it?---Oh, maybe, maybe a bit longer. I'm not sure.

30 Anyway, let's go back, Mr Green, to 2015. This meeting at which, as I understood you to say before lunch, not much was said by anybody, you did, though, say to Mr Zong, didn't you, that you would help him with the rezoning of the property; isn't that right?---Well, I think I told him it was rezoned environmental and the land council would try to help them get it rezoned. So, yeah, I told him. I probably did, I'm not sure.

40 In fact, you met with Mr Zong, didn't you, in Sydney after you signed this contract on at least two occasions; isn't that right?---Yeah, yeah.

You had dinner with him on one occasion, didn't you?---Yeah, yeah.

And you also met him for coffee; isn't that right?---For coffee? I'm not really sure.

Can I suggest to you you did meet him possibly within about a week or so after this meeting you had at the land council to sign these agreements where again you said to him you'd assist him with the rezoning of these lots; isn't that right?---Well, I can't recall meeting him for coffee. I might have.

10 Do you deny the effect of the conversation that Mr Zong has given evidence about that you met him and agreed to assist him with rezoning?---Well, I might have said the rezoning, because it's a normal procedure to help them, but I can't remember the coffee. I can remember the dinner because it was my bloody birthday.

Mr Green, you've seen these documents all are documents that have been prepared by Knightsbridge North Lawyers?---Mmm.

20 Is that a "yes"?---Yes.

They have been prepared from as early as 2014 and throughout 2015; isn't that right?---Well, if that's the dates on them, that's the dates.

You've seen them now, Mr Green - that is to say, you've looked at all the front pages and seen that Knightsbridge North Lawyers have drafted them; isn't that right?---Yes.

30 So how has that come about, Mr Green, in 2014 and 2015, Knightsbridge North Lawyers have drafted all these agreements?

MS NOLAN: I object. How can this witness speak on behalf of Knightsbridge North Lawyers?

THE COMMISSIONER: Well, he was dealing with it.

40 MS NOLAN: No, the essence of the question is that he wasn't dealing with them at this time and that's the point of my learned friend's question.

MR CHEN: I'll put it a different way, Commissioner.

THE COMMISSIONER: Withdraw that question and put it in another way.

MR CHEN: Mr Green, you've seen these various agreements that have Knightsbridge North Lawyers' logo on them and, on the face of it, appear to be prepared by them, would you agree?---Yes.

The earliest ones were those from the Gows Heat agreements that I took you to earlier today and on the last occasion you gave evidence, do you remember?---Yes. Vaguely, yes.

10 What you told the Commissioner is those agreements were fake; isn't that right?

MS NOLAN: I object. That's not what was said at - - -

THE COMMISSIONER: Did he say that?

MS NOLAN: If the Commissioner pleases, I'll take my learned friend to the exact reference of what I think he's referring to.

20

MR CHEN: I will withdraw the word and I will move on. I don't want to waste any time on this..

MS NOLAN: Transcript 1426, lines 25 to 45. This witness has never said that those documents were fake.

THE COMMISSIONER: He has withdrawn the question, Ms Nolan.

30 MS NOLAN: I'm sorry, I didn't hear that.

THE WITNESS: I never said fake.

MR CHEN: The transcript is what it is.

Mr Green, you accept that they're agreements that the land council had never approved; isn't that right?---The land council in what - - -

40 Sorry, the board of the land council had never approved Them?---I don't think the board was functioning then.

Mr Green, please attend to my question. The board had never authorised the sale of land to Gows Heat, isn't that right?---Not the sale of land.

The board of the land council had never authorised any form

of transaction with Gows Heat, isn't that right?---No, I don't think so. I'm not really sure.

Mr Green, accepting that proposition, how is it that agreements have been prepared, so far as you know as a board member, by Ms Bakis? How has that come about?---Well, they were the legal firm.

10 They were, were they?---Well, as far as I know, they were endorsed by the board.

In 2014, were they?---Oh, geez. Yes, I think they were.

They were?---Yeah.

If they were endorsed and doing work at that point in time, it was through the introduction by you; is that right?---Well, yes.

20 So the preparation of these documents, Mr Green, and the instructions that were contained within them must have been through you?---No.

How has it come about- - - .---No, not true, not true.

30 Well, Mr Green, how has it come about, then, that these agreements have been documented by a firm you say may have been appointed by the board, but you had nothing to do with the content of them? How else would it have come about, Mr Green?---I wouldn't know how to do documents like that. I've got no idea.

I was asking you something slightly differently.---Well, I answered it, mate.

Well, Mr Green, how could it be that a solicitor is documenting a transaction involving the land council when it has not been before the board?

40 MR LONERGAN: Objection, Commissioner. Again, this is asking the witness to stand in the shoes of a solicitor.

THE COMMISSIONER: Well, he has accepted that the board as at 2014 I think he's accepted that the board had not authorised any transactions involving the sale of land or any transactions at all concerning the land.

MR LONERGAN: Concerning Gows Heat.

THE COMMISSIONER: I am sorry?

MR LONERGAN: I believe his evidence was in relation to Gows Heat, not in relation to land.

10 THE COMMISSIONER: Yes I'm talking about Gows Heat as at 2014. I think what has been put, in effect, is how could the solicitor be drafting these agreements? If the board hadn't authorised it, where was she getting her instructions from, in effect. It has been put that he must have been giving her instructions. He can accept or reject that.

MR LONERGAN: If the question is put did he instruct or likewise, then yes, but that wasn't the question that was put.

20 THE COMMISSIONER: Put it in another way, Mr Chen.

MR CHEN: I'll do that, Commissioner.

Were you giving Ms Bakis instructions about the Gows Heat transaction, Mr Green?---No.

Are you sure about that?---No.

30 THE COMMISSIONER: Was any other board member in 2014 giving instructions to Knightsbridge Lawyers, to your knowledge?---No.

Do you know who asked Knightsbridge Lawyers to go about preparing documents to enable a transaction concerning Aboriginal land council land to take place?---No.

You have no idea?---No idea.

40 You say it wasn't you?---No, it wasn't me.

Nobody on the board?---No-one on the board.

Nobody in the land council that you're aware of gave her instructions?---No, no. I still don't know if the board was functioning then. I don't know - - -

Don't worry about that.---Yes.

Don't worry about that.---I should be worried about it, if it was functioning.

10 MR CHEN: Mr Green, you were meeting in December 2014 and I took you through this last time. You had a board meeting on the very day that these two Gows Heat agreements were signed. Put aside dysfunction, Mr Green; it was functioning.---I'm not sure. I'm not sure. I'm not sure with the dates, it was a fair while ago.

Mr Green, would you have a look, please, at volume 5, page 344. It is not on the screen. Mr Green, this is not a document that you've prepared, but you will see in the last paragraph on the second line a sentence that commences "Awabakal was happy to give a right of first refusal". Do you see that, Mr Green?---Awabakal, yeah. Yeah, yeah.

20 I took you to the right of first refusal last time, Mr Green, but just assume for the moment that's an agreement that had been drafted. Mr Green, were you the person that was giving Ms Bakis these instructions on 16 October 2015 that Awabakal was happy to give a right of first refusal?---No.

Are you sure of that?---I'm positive.

30 Do you know who may have been giving her those instructions?---No.

Never spoke to Ms Bakis about that at all?---No.

Would you have a look as well, please, Mr Green, in the same volume, page 358. Again, Mr Green, so it is clear to you, this is not an email that you saw, but you'll see that Ms Bakis refers to, "Our client is fed up with this process", and there's discussion about changes to agreements. Do you see that?---Yes.

40 Did you speak to Ms Bakis about these matters at all?---No.

At any point in time?---No.

Did you give Ms Bakis instructions at any point in time about on any matter relating to the terms of any agreement between the land council and Sunshine?---No.

Mr Green, if you assume that there is some material that suggests that you were giving instructions to Ms Bakis on matters of detail such as that, would that be true or false?---False.

You are quite certain of that?---Yes.

10 Mr Green, you knew, didn't you, that as part of this Sunshine arrangement money was to be paid into the trust account of Ms Bakis's firm?---No.

Are you sure of that?---No, I knew it wasn't - some sort of trust fund was supposed to be set up, but I always thought the trust fund was set up for the purpose of work to be done, to go up and down to Aboriginal land councils and do business with them. That's the trust account I - whether there a trust account was set up for doing that stuff, I've got no idea.

20 I'll make it a bit clearer, Mr Green, my question was probably imprecise. You knew, didn't you, Mr Green, that when these agreements were signed between the land council and Mr Zong's company, that money was to be paid into Ms Bakis's legal firm's bank account?---That's a better way - no, I didn't know.

Never knew at all?---Never knew that at all.

30 Didn't know anything about money being held by her as a consequence of this transaction?---No.

Would you have a look at exhibit 57, page 8. Do you see in front of you, Mr Green, is a document that has a heading "Completion instructions", at the top of the page?---Yes.

Down the bottom of the page or to the right side is your signature, is it not?---Yes, it is.

40 You signed that document, didn't you?---Yes, it looks like my signature.

Is that your handwriting that appears above it?---No.

What about the date, 3 December 2015, is that your handwriting?---Yeah, I wrote that.

This handwriting was present, Mr Green, was it, when you

signed it?---Oh, I'm not really sure.

The way it is laid out suggests as much, doesn't it?---Yeah. Well, I didn't read it.

You can see there, can't you, Mr Green, that that's relating to money being held in the bank account of Knightsbridge North?---Yeah, yeah.

10 And that moneys are to be paid out to Gows; do you see that?---Gows, Gows. Gows, yes.

Who presented this to you for signing, Mr Green?---I can't recall.

Where did you sign it?---I don't know.

What did you think you were doing by signing it?---I've got no idea.

20

THE COMMISSIONER: You see it is addressed to - -
-.-Pardon?

- - under the heading "Trust account disbursement instructions", to Knightsbridge North Lawyers, so the document is addressed to Knightsbridge; do you see that?---Yes, I can see that.

30 It has been signed on behalf of the Sunshine Property Investment Group director. Do you see that?---Yeah.

The document relates to Sunshine and it is referring to payments made to Gows. Just read the first and second paragraphs to yourself.---Yes, but I never - - -

Have you read those two paragraphs?---Yes.

Do you understand now what the document relates to?---Yes, I understand now, yes.

40

Do you see in the last paragraph there's an amount of \$400,000 to Gows Heat Pty Limited to its account? Do you see that?---Yes, I can see it now.

Then in the handwriting it says \$312,000 is to be held on trust pending rezoning approval and then to be reviewed in light of the densities achieved. Do you see that?---Yes.

And then it's got your signature, 3 December 2015?---Yes.

Okay, now you understand what the document relates to?---Yes, I understand now.

Okay. Do you now recall the occasion when this document was signed by you, 3 December?---Because the date's there, but I don't - I can't remember seeing this document.

10

Was this document signed in the offices of Knightsbridge lawyers?---I'm not sure.

Could it have been?---I'm not sure. I can't remember.

You've been to the offices of Knightsbridge, haven't you?---Yes, I have.

20

You had been there by December 2015 on occasions?---Yeah, I'd say so, yeah.

THE COMMISSIONER: Yes, Mr Chen.

MR CHEN: Mr Green, would you look, please, now at exhibit 43, page 25. Do you see on the screen, Mr Green, a document called "Deed of acknowledgment and guarantee"?---Yes.

30

You can see who the parties are, can't you?---Yes.

You can see the date?---Yes.

And you can see who has prepared it, down the bottom, can't you?---Yes.

If you have a look, please, at exhibit page 27, you can see that your signature appears on that document, doesn't it?---Yes.

40

You've signed it in your capacity as the acting chairperson and deputy chairperson; isn't that right?---Acting chairperson?

This was the time when Ms Dates had been suspended?---Oh, rightio. Rightio, yeah.

Anyway, you recognise your signature there, do you not?---Yeah.

The person who has witnessed it is somebody called
Toni Manton?---Yes.

She was a former partner of yours; isn't that right?---Yes.

Do you remember signing this document?---Yeah, yeah - no,
I don't remember.

10 Really?---I don't remember signing it, no.

You don't doubt you did, do you?---No, I don't doubt I did,
no.

Again, if you turn back a page, you can see that it is an
agreement not only that relates to the land council and
Sunshine, Warners Bay, but there's a description of, in
recital A, the parties having entered into an agreement.
Do you see that?---Yes.

20

You knew what you were signing here was a document that
guaranteed, in effect, that the transaction that had been
entered into with Sunshine would proceed notwithstanding
that there were some external or governmental
investigations being conducted into the land council; isn't
that right?---No, I didn't read it all. I didn't read it.

What, you didn't read any of it?---No, I didn't.

30 Where did you sign this document?---I assumed these
figures, you know. I don't know where I signed this
document. I can't remember.

This one has been witnessed by a former partner of yours,
Mr Green. Where would you be taking a former partner of
yours to sign an agreement such as this?---I'm trying to
think. Oh, I don't think she would have left Newcastle.
Probably would have been in Newcastle somewhere, if she
signed it.

40

It appears to be, doesn't it, that she signed it?---Yes.

This is again a document prepared by Knightsbridge North
Lawyers?---Mmm.

You saw that, didn't you?---Yes.

Where was this presented to you to sign and in what circumstances?---Well, she wouldn't have left Newcastle to sign anything. It would have been in Newcastle somewhere, but I can't recall where.

Why were you signing this, Mr Green?---Oh, I've got no idea.

10 You must have an idea because your signature is on it?---I didn't - I didn't read it.

What was your explanation for not reading it, Mr Green?---Like I say, we do it all the time.

When you say "we", you mean you?---Not only me.

Mr Green, this is a document slightly over one page long, you see that?---Yeah.

20 Is that a "yes"?---Do I see it?

Yes. It's slightly over one page long?---Yes, I can see that, yes.

There's no pressure on you, is there, to sign this document?---No.

30 And you didn't ask any questions, did you, of Ms Bakis of it?---No.

Did you ask any questions of Mr Petroulias about it?---No.

Did you keep a copy of it?---No.

Did you disclose to the board that you'd signed this document?---I don't think the board was functioning then.

40 Please come back to my question, Mr Green. Did you disclose to the board that you signed this agreement?---No.

You didn't keep a copy of it anywhere or hand it over to the land council?---No.

You've got no idea why it has come into existence, is that your evidence?---That's my evidence.

THE COMMISSIONER: You can see on that document you signed

as authorised officer on behalf of the Awabakal Land Council. Just underneath your signature there, do you see that there? Do you see that there?---Yes, I can see that.

Were you authorised, in fact?---No, I wasn't.

But you went ahead and signed a document falsely stating you had been authorised; is that right?---Yes, I did.

10 At the bottom of the first page under the heading "Operative Part", paragraph 2, it says that the owner, that's the Awabakal Aboriginal land council, guarantees the purchaser, that's Sunshine, for any loss or damage suffered by the purchaser by continuing to proceed with the rezoning development process and the project generally. Did you realise that you were committing your land council to a guarantee that it would pay for any loss or damage suffered by Sunshine, as described in paragraph 2?---No, I didn't realise that.

20 Can you see the enormity of that, of you being an unauthorised officer guaranteeing a property development company to pay damages to that Sunshine or to that developer in terms of paragraph 2? Can you see the seriousness of that? ---I can now.

You were putting your land council on the line financially to pay the property developer damages. Do you see that now?---I see that now, yes. I didn't read it before.

30 How does that strike you as a board member?---Disgusted with myself.

It would be a fundamental breach of your duty of trust, wouldn't it, as a director of the land council?---Yeah.

In effect, give an open cheque to make it pay damages to a developer?---Well, I didn't know that.

40 Yes.---Mmm.

But you see, signing legal agreements without reading them, you would agree, you can see is fraught with danger, isn't it?---Yes, it is.

And you would have known that as an experienced board member as at the time of this agreement, 2 December 2015,

wouldn't you?---Well, I didn't know until it was pointed out to me.

But you would have known as an experienced board member?---No, no.

10 Just listen to what I'm saying. As an experienced board member of some years of the land council, you would know that signing agreements on behalf of the land council, legal agreements, without reading them, was fraught with danger, wouldn't you?---Yeah, I'd know that, I'd know that, yeah.

Yes.---Yeah.

Why did you do it?---Because I didn't read the documents.

20 Was it because Petroulias had some hold over you?---No, it wasn't because of that at all.

Because you were going into business with Petroulias?---Oh, we wasn't going into business, we were trying to set up a business, yeah, and trying to do things for land council.

You saw him as a future business partner, didn't you?---Well, yes.

And you wanted to work with him?---Yes.

30 And if he asked you to do something, you were ready to oblige him?---Oh, depends, I suppose.

All right. If he asked you to sign an agreement like this one we're talking about on 2 December 2015, you would oblige him?---No, not if I knew what was in the document.

But you did oblige him?---I did, yes.

40 And you signed the document without reading it?---Yes.

But you were dealing with Petroulias at the time, 2 December 2015, as a prospective business partner, weren't you?---No, not as a business partner.

I thought you said a moment ago you were looking to him as a future business partner to go into business with him? Didn't you say that?---Yes, I did, but you're putting words

in my mouth.

You were prepared - sorry?---You're putting words in my mouth.

10 You were prepared to oblige Mr Petroulias as at December 2015 because of the potential future benefits of going into business with him; is that not right?---Well, yes, I'd say yes, but, you know, I don't - like I said, Commissioner, you know, you're putting words in my mouth and, you know, there's an explanation to it, but no-one seemed to let me explain.

20 MR CHEN: What is the explanation, Mr Green?---I've said it. We was trying to set up a lot of land councils to work with them and because the government don't give us any money, we were trying something different and it sounded all good at the time, and we were doing things, but it all just came to a halt and then - that's the explanation. But I didn't sign these documents because of that reason. I wanted the land council to go forward and by reading this stuff here - you know, I should have read them all.

How does it go forward, in your words, Mr Green, if you're not reading any of these documents? How does it go forward?---Yeah, well, it's - it never went forward.

30 It's nonsense, isn't it, Mr Green- - -?---Yes, it is nonsense.

- - - wanting it to go forward, because you never read one of these documents - - -?---No.

Please let me finish. You never read any of these documents according to the evidence you've given?---I didn't.

40 So how does it go forward?---Well, it's very hard to go forward when I haven't done the right thing.

It's more than that, Mr Green; it's not taking it forward in any way at all if you're not reading any of the documents that you've signed; isn't that right?---That's right.

So, really, the idea of this thing going forward is a nonsense, isn't it?---Yes.

Now Mr Green, would you have a look, please, at volume 8 - -
-?---Can I have a toilet break, please?

THE COMMISSIONER: Yes. Just wait a minute, Mr Green.
Page 8 was it?

MR CHEN: Sorry, it is going to be volume 8, page 22.

10 THE COMMISSIONER: All right. We'll take a short break.

SHORT ADJOURNMENT [3.02PM]

THE COMMISSIONER: Yes, Mr Green.

MR CHEN: Mr Green, on the screen in a moment will be
volume 8, page 22. You will see there the title page is
"Heads of Agreement" dated 19 November 2015. Do you see
20 that?---Yes.

If you look at volume 8, page 23, you will see that that is
a document described as a heads of agreement dated
18 November 2015, at the top?---Yes.

You can see there are three entities there, Gows Heat, the
land council and Solstice; do you see that?---Yes.

30 Would you have a look, please, at volume 8, page 28,
Mr Green. You will see there that your signature appears
on this agreement as well. Do you see that?---Yeah.

You wrote your name "Richard Green" in the section where it
says "Name of deputy chairperson", isn't that right?---Yes.

That was the position you held at that time, was it
not?---Yes.

40 You can see to the left of it what appears to be
Debbie Dates's signature; do you see that?---Yes.

Do you remember signing this agreement, Mr Green?---I don't
remember signing it, but it's there, I suppose.

When you say it's there, you mean your signature is
there?---Yes, my signature is there, yes.

Mr Green, you didn't have the authority of the board, did you, to sign this agreement?---No.

You didn't disclose to the board that you signed it, did you?---No.

You didn't keep a copy of this agreement for your own purposes, did you?---No.

10 You didn't give a copy of this agreement to the land council for them to file away in their records, did you?---No.

You kept it quiet, didn't you, that you'd done so?---Yeah.

Mr Green, there's a bit of background to how this agreement came about, is there not?---I'm not sure.

20 You remember who Solstice were, don't you?---Solstice?

Yes.---Refresh my memory.

Do you know a gentleman called Andrew Kavanagh?---Andrew Kavanagh?

Yes.---Andrew Kavanagh?

Yes.---The name rings a bell sort of.

30 What about Ryan Strauss?---Yes, I remember Ryan, yeah.

Do you remember having a meeting with them in early November 2015?---Yeah, if they're the guys I'm thinking about, yeah.

It wasn't Mr Zong you're thinking about, it's somebody different; isn't that right?---I know Mr Zong, he's Chinese.

40 There were no other entities that you were showing around in November 2015, the land in the Newcastle area owned by the land council, was there?---Oh, yeah, there was about five different lots of people.

Is that right?---Yes.

But you remember the names Ryan Strauss and

Andrew Kavanagh, don't you?---Yeah, yeah, I think that was the guys, yeah.

Did you show them the Newcastle post office?---Ryan? Ryan? Yeah, I think I did.

10 Did you have a meeting as well with Mr Strauss and Mr Kavanagh at the offices of Knightsbridge North Lawyers?---Yeah, now you're - it rings a bell now, yes.

You remember the meeting, do you?---Yes.

Did that meeting occur in and around November 2015?---I can't remember the dates, but, yeah.

Does that sound about right?---Yeah, probably right.

20 In fact, they were pretty keen on the post office, weren't they?---They was keen on a lot of stuff.

The other stuff they were interested in was the land at Warners Bay; isn't that right?---That's right.Yes.

They had actually inspected the land at Warners Bay, had they not?---Yeah, I think I might have took them there. I'm not sure.

30 Certainly they'd been there, so far as you knew, to look at the land; isn't that right?---Yeah, yeah.

This is all in a period of a matter of some two or three weeks after Mr Zong has signed these contracts, isn't that so?---Yeah, I suppose. I really can't remember, but, yeah, probably. As I said, I showed a lot of people around.

40 At this meeting that you had at Knightsbridge North Lawyers you didn't tell the gentleman from Solstice, did you, that in fact there was another gentleman who you'd just signed agreements with relating to the Warners Bay land, did you?---No, no.

You didn't disclose to anyone in the meeting that you had that there was this Gows Heat agreement tucked away that they had to buy out if they wanted to undertake a transaction with the land council, did you?---Didn't know anything about that.

I see. It was kept quiet from you, was?--- Yeah, I didn't know anything about it.

THE COMMISSIONER: But you'd known that in the previous month, in October, you and Petroulias had had dealings with Mr Zong and his company, Sunshine?---Yeah.

About the very same land, the Aboriginal land council's land?---Yes.

10

So it was only four weeks previously you had been sitting up there in the Newcastle boardroom signing agreements with Mr Zong, right, for him, as an interested purchaser, to acquire an interest in the Aboriginal land? You remembered that, didn't you?---Yes, I remember that.

20

So at the time you were dealing with Solstice in the next month, November, you had known that the Aboriginal land council had entered into agreements with Mr Zong or his company?---If I would have read the documents.

But you knew, whether you read them or not, it was about Aboriginal land, you knew that - - -?---Yes, I knew that.

You knew that Zong was interested in buying the land and developing the land?---Yes, I knew that. He was interested.

30

Now we fast forward four weeks or thereabouts. Now we're dealing with another property developer group.---Mmm.

We're now talking about the same land.---Yes.

We're talking about them getting some sort of a legal interest in the land to develop it because they're also interested developers, okay?---Yes.

40

That's what you're being asked about now. But the deal was with Zong and certain moneys had been paid over by Zong, right, in October - yes?---Yes.

Right. Now we're going forward, that having happened, four weeks, or thereabouts, later and we're dealing with another property group, and that's called Solstice and the men behind it or people behind it, their names have just been mentioned to you by Dr Chen, right?---Yes.

That's what you're being asked to focus on?---Yes.

MR CHEN: This meeting occurred before you signed this agreement; isn't that right, Mr Green?---Before I signed which agreement?

10 The Solstice agreement I draw your attention to at volume 8, page 22, and your signature appears on page 28. That is, the sequence of events, Mr Green, was that you met with the gentlemen from Solstice prior to this contract being prepared and prior to you signing it?---Oh, I can't - I can't recall that.

You don't dispute it, you just don't have a recollection about the sequence; is that so?---Yeah, yeah.

20 Mr Green, who within the land council gave instructions then for Knightsbridge North Lawyers to prepare this document, if anyone?---Well, I didn't.

You did?---I didn't.

Well, Mr Green, Ms Dates has signed it, you've signed it. If it's not you, is it Ms Dates?---Oh, look, no, no.

30 Can you think of anybody else within the board of the land council who gave these instructions to have this agreement prepared?---Well, like I said, I didn't give instructions. I don't think Debbie would have gave instructions to do it.

Nobody else knew about it within the board of the land council so far as you knew, isn't that right?---Well, I'm just speaking for myself. I didn't - - -

You didn't - sorry, you finish, Mr Green.---I said I'm speaking for myself, I didn't give instructions.

40 So far as you knew, you were the only person within the board of the land council who had ever met Mr Strauss and Mr Kavanagh; isn't that right?---That's right.

And you, Mr Green, didn't disclose to any of the other board members that you were seeing Mr Strauss and Mr Kavanagh at that time, isn't that right?---No, it was - it was endorsed by the board for me to go do this stuff.

Just come back to my question, Mr Green. You did not

disclose to any other board member that you were seeing or had seen Mr Strauss and Mr Kavanagh?---The board wasn't functioning.

I'll ask it again, Mr Green. Please focus on my question. You didn't disclose to any other board member that you were seeing Mr Strauss and Mr Kavanagh?---No, I didn't.

Right.---Even though I was endorsed.

10

What explanation can you then provide for how this agreement came about? None, is that your answer?---None. None.

It's an unauthorised document prepared, so far as you're concerned; is that right?---Well, yeah, I didn't give authorisation to it.

But somehow your signature appears on it?---Yes.

20

And you can't give an explanation as to how that's happened?---No.

Because you simply didn't read it?---That's right.

It is almost unbelievable, this, isn't it, Mr Green, that this could ever happen?---It wouldn't be unbelievable if you sit in a land council meeting and see how they function.

30

Mr Green - - -?---It wouldn't be.

I'm sorry, Mr Green, you've given no evidence about this document being signed in a land council meeting at all. In fact, you have been at pains to say you have no authority from the board of the land council to do anything. So I'm asking you how does it come about that people are introduced to property, or shown around property, there's no disclosure to the board, so far as you know, nobody has given instructions for an agreement to be prepared, your signature appears on it but you know nothing of it?---No, I didn't - I didn't read it.

40

But my point, Mr Green, is, it is almost - it is unbelievable, isn't it, that this has happened?---Yes, it is unbelievable.

Even reflecting upon it now, Mr Green, as you've had the opportunity to do, you can't come up with any sensible explanation for this sequence of events, can you?---No.

What you do accept, I take it, Mr Green, this is another instance of your gross breach of your duties as a board member?---Yes.

10 It is certainly not taking the land council forward, is it, signing these agreements not knowing what's in them?---No.

It is simply indifference to your proper function as a board member, isn't that right?---Well, if you want to put it that way.

20 How would you put it?---Like I keep saying to you, mate, if you actually sat in the land council meeting and understand how they go, you know, no-one in this room would sit in a land council meeting and understand the function, how it works, when a lot of people can't read and write, they can't - they don't understand documents, they just sign papers. It's been happening for years and years and years.

THE COMMISSIONER: Mr Green, you seem to miss the point all the time.---No, I'm - - -

30 None of these agreements came before the board to consider. You were out there on your lonesome.---The board wasn't functioning.

Listen. You were not working with a board member, were you, unless it was Ms Dates, about these transactions with Solstice?---We had nothing to do with any sort of criminal activity.

40 What I'm interested in is why you didn't disclose to the board that you were signing these agreements? There must have been a reason why you didn't. What was it?---There was no board functioning.

Sorry?---The board wasn't even functioning, as far as I know.

In 2014 why did you not disclose that you had signed the agreements in 2014?

MR CHEN: It's 2015, Commissioner.

THE COMMISSIONER: Sorry, 2015. Why the secret? That's in effect, what it was, you were acting, signing agreements put in front of your nose, but not letting the board in on knowing that you were doing this. Why? What was the reason?---I can't explain it.

10 There's got to be a reason why you wouldn't let your own board know what you were doing?---The board wasn't functioning.

MR CHEN: You had a meeting on 30 November 2015, Mr Green, so it's only couple of weeks away. Why didn't you disclose it then?---Look, I can't recall dates, I can't recall when we were functioning - I just - - -

20 I've helped you and I've told you, Mr Green. I've helped you. You had a meeting on 30 November 2015 and, in fact, you had assumed the role as the chairperson because Ms Dates was suspended. So why didn't you disclose it at that meeting?---I'm not sure. I can't explain it.

The only explanation is you wanted to keep it a secret, isn't?--- Well, if you want to say that.

No, I'm asking you to explain it.---No.

30 Is there another way of explaining it?---No, I didn't want to keep it a secret.

You didn't want to keep it a secret?---No.

THE COMMISSIONER: Why didn't you tell the board?---I'm not sure.

There's got to be a reason.---There was a lot of arguments going on at that time.

40 There has to be a reason why you consistently did not disclose to the board that you were signing agreements in the name of the land council. Come clean. What was the reason?---What should I come clean on?

The reason why you were doing this behind their backs, behind the backs of the board members?---I can't answer that question. I can't answer it.

Could I suggest that you might have something to hide?---No, I've got nothing to hide.

Yes. Well?--- I've got nothing to hide.

10 If that was the case, you would be able to readily explain why you were acting like this, time and time again, signing agreement after agreement, not telling anyone. There has to be a reason, Mr Green.---Yes, if I would have read them I wouldn't have signed nothing. That's my explanation.

MR CHEN: Mr Green, just on that agreement, at volume 8, page 22, if you flick a bit further through that document, you'll see at volume 8, page 59, this other Gows Heat heads of agreement. Do you see that?---Yeah.

To which your signature appears on page 64; is that right, Mr Green?---Yes.

20 Having seen the relevant parts of this document now, Mr Green, you accept, do you, that it's obviously an attempt to negotiate some kind of arrangement between the parties mentioned, namely, Gows Heat, Solstice and the land council; is that right?---To a certain extent.

What's the caveat you put on it, or the limit you put on it?---The which?

30 You said "to a certain extent". What do you mean by that? What's the certain extent?---Well, I never read the document.

I understand that, but what I'm asking you, having looked at it now, it's readily apparent to you, is it not?---Yes.

40 Would you look please at volume 10, page 7, Mr Green.---I wish you would have went on with Ryan's stuff and seen what I disclosed to them, what I told them. Do you want to go on with with that?

Mr Green, we'll come back to it, but if you want to say something about that now, by all means say it.---While the meeting was going on in Knightsbridge's office - I don't suppose you've got that documented there - I told them that they can't do anything, there's a Land Rights Act, the process that you've got to follow. The process that you've got to follow, and I told them, "You've got to go to the

board, you've got to go to the community, then you've got to go to go to the State land council". And do you know what? They got up and walked out. I disclosed it to them. I told them.

That was the end of the dealings with them, was it?---Well, yes, and I told a lot of people that.

10 THE COMMISSIONER: Who is "they"? You say "they"?---Ryan. Who?---Ryan, the guy that you was talking about.

MR CHEN: Ryan Strauss?---Yes.

And Andrew Kavanagh?---Yes, there was another guy with him. Yeah.

20 After you told them in emphatic terms that was the position, that was the end of the deal with them, was it?---Yes.

No more discussions with them?---No.

Is there anything else you wanted to add, Mr Green, at this point, on that topic?---No, I thought - I thought that was important.

30 It is important, Mr Green, and I'll come back to it. I'm trying to go through this chronologically, but thank you. Is there anything else you want to add at this point?---No.

On the screen in front of you, Mr Green, will be volume 10, page 7. Do you see there copies of the minutes of the board meeting on 11 January 2016. Do you see that, Mr Green?---Yes.

You can see you attended?---Yeah.

40 Mr Green, you'll see that there's a reference in point 6 to the post office and it says there that Richard has been talking to investors and will bring the proposal back to the Board, et cetera; do you see that?---Yes.

What does that relate to?---No, that was wrong. I said that I can't believe it was offering \$50 million to do all the rezoning, to do the housing, to do the shopping centre, to do the garage and create all the employment for the

Aboriginal people. It wasn't that it will cost \$50 million to re-do the inside of the post office.

Who is the company that you're referring to?---I think it was maybe Sunshine - I think, I'm not sure.

Well, think about it. Who is it?---Yeah, I think it was - no, I can't recall who it was. I can't recall it.

10 Sunshine had nothing to do with the post office, Mr Green, you accept that, don't you?---Yeah. Well, I don't know who it was.

You're not able to assist at all as to what that reference is to is in point 6 of these minutes?---Oh, it could have been - could have been anyone. I can't - - -

I think that must be right.---Yes.

20 But are you able to be a bit more specific?---More specific, like naming the company?

Yes.---No, I can't. I can't.

Mr Green, if you just have a look before that in about the middle of page you'll see just where the arrow is you'll see there's a couple of paragraphs, and one commences "Micky Walsh" and then another paragraph commences "Richard Green". Could you read that out aloud, please, Mr Green?---"Richard Green read a Board resolution that" - - -

30 THE COMMISSIONER: Could you read it in a bit louder voice than that, Mr Green?---"Richard Green read a Board resolution that Awabakal Aboriginal Land Council formally rectifies the appointment of Knightsbridge North Lawyers to act for Awabakal Local Aboriginal Land Council." Moved Richard Green, seconded Lenny Quinlan.

40 MR CHEN: You remember this, do you, Mr Green?---Well, it's there in the minutes.

I'm asking you whether you remember it?---Not really.

What was the purpose of this resolution that you read?---Well, probably what it says.

What was your understanding of what it was designed to

do?---Well, it says Knightsbridge North Lawyers to act as Awabakal Local Aboriginal Land Council.

What does "ratifies" mean in this resolution that you read?---Ratifies?

Right.---I think to appoint them all. Ratifies? I don't know the word.

10 Do you know what it means?---Not really.

Why were you reading it to the board? Who asked you to read it to the board?---I don't think I read it to the board. We were - we have minutes - see, this is things that people don't understand. We have a minute-taker and then we tell the minute-taker to read the resolution back.

It's got that you moved to - - -?---We don't write them.

20 Let me ask the question, Mr Green. I will allow you to finish. You moved that resolution and also that you read it. What are you saying, you didn't read it?---No, we don't read the minutes.

It is a resolution or a proposed resolution at this stage, Mr Green. Did you take into the meeting a proposed resolution to ratify the appointment of Knightsbridge North Lawyers or not?---No.

30 And did you move to support the resolution or not?---Yeah, I seconded it.

You seconded it, did you?---Yes, "moved Richard Green", I must have, yes.

I'm asking whether you recall it. Do you recall it or not?---I know I never read it, right.

40 What were you doing, then, in being involved in this resolution, Mr Green? I take it you didn't draft up this proposed resolution and take it to the meeting?---I wouldn't know how to do that.

How did it come to, if this minute right, that you did in fact read it to the board? How did that come about?---I don't understand clearly what you just said.

I'll start again, Mr Green. This minute records that you read a resolution to the board and that once you read it, you moved, that is to say, you invited the other board members, to support the motion that their appointment be ratified. I'm asking you how that has come about.---I have no idea. I didn't read it. I didn't write it. I might have told the person to read it back or - because we have minute-takers and we get them to read the resolutions back to us. I can't take any minutes or do anything like that.

10

Do you recall whether anything was tabled before the board about their appointment or not?---No, I can't recall that.

It would proper practice, would it not, that if something such as a lawyer is appointed to table the retainer agreement, would you agree?---There should be a letter written to the chairperson or the Board.

20

But the minutes also should record, should they not, that that agreement has been tabled?---It should, but it never does.

What is the purpose of this resolution then, Mr Green, as you understand it?---Well, it looks like it's to appoint Knightsbridge lawyers.

Right. But it's to ratify their appointment, that is to say, to confirm it?---Oh, rightio.

30

How had they been involved before this point in time, Mr Green?---Hang on, I think there was a bit of a - a bit of a - a bit of a brawl with some of the Board members, that they were the lawyers.

THE COMMISSIONER: Did you say you supported a resolution to ratify the appointment of Knightsbridge North Lawyers?---I seconded the motion. I moved the motion, yes.

40

Why did you do that?---Because I - they were - I think they were still - they was acting there for a while.

You'd only support or move a motion if you knew something about this firm of lawyers and knew that they were capable and would be good for the land council, so what did you know about Knightsbridge lawyers at the time you say you moved this motion?---Well, yeah, I think they were there helping the land council to get up and running and - - -

No, what I'm asking you is what information did you have available to suggest that this firm was the appropriate firm to act for the land council? You would need some background information and knowledge about how they operate and what their skills and specialties are, and that sort of thing. What sort of research or information did you have available before you moved this motion, that of all the firms in Sydney, this one should be appointed or
10 ratified?---The only explanation I can give there is they were there, as far as I know, helping us to get up and running again because there was no - the board wasn't functioning, there was no board members, I think. That's why this got done when they got back on board. Despina helped in a lot of ways to get the land council up and running again.

What was wrong with the usual lawyers for the land council? I've heard a lot of evidence to say that the previous
20 solicitor - what was his name?

MR CHEN: Mr Sheriff.

THE COMMISSIONER: Mr Sheriff's firm had acted for the land council for years and everybody thought they did a terrific job.---There was a dispute about Mr Sheriff.

Was there?---I told you about this before, Mr Commissioner.

30 What was that about?---It was about apparently big land deal got down out at - where was it, bloody Adamstown, and a lot of the board members and members weren't happy.

The information I have before me is that his firm were very competent, work had been done without any complaints. It sounds as though it's a slightly different picture to the one you're painting.---Well, you know, this was what was going on in the board, and that's how it all went down.

40 That still doesn't explain to me why you thought Knightsbridge Lawyers were the people for the job?---I've tried to explain - - -

They'd only been involved with the land council for a very short time. Sheriff had been acting for years. Why Knightsbridge?---Yeah, I do remember something. Mr Sheriff - we were down and out, we never had a functioning board.

That's right, he didn't come and help us, and Despina came in and - I'm getting sick again here - Despina came in and helped the land council - I said this before, helped the land council get up and running again, got the board back together and that's when I think this all happened.

How did Knightsbridge lawyers, Ms Bakis, get the land council up and running again?---Well, she started - - -

10 What did she do?---She helped us with our financial stuff.

What do you mean "financial stuff"? That could mean anything?---Well, it was - - -

What is financial stuff?---We didn't have an accountant, we didn't have I think a CEO at the time.

20 I'm not talking about accounting or CEOs, I'm talking about a legal practitioner, a law practice. What did she do to get the land council up and running again, to quote you? What did she do? What precisely did she do? What are you referring?---I'm referring to - she got us back up and running.

What does that mean?---That means because we wasn't functioning.

What does that mean?---Oh, my God.

30 What did she do? What legal work did she do? That's what I'm asking you. You were there, I wasn't. What legal work did she do when she knew of the merited ratification as the appointment of the law firm for the land council?---I didn't read all her documentation, what she did.

What did you believe she'd done?---I believe she got the board back together.

40 What does that mean? What did she do legally, as a lawyer, to get the board back working again?---I'm not sure.

You're not sure?---No, no, no, look I'm - - -

You were moving to have her firm ratified as the lawyers, not knowing what work she had done for the council up to that point?---Because we thought she was doing a good job.

At what?---Getting the land council back together.

Which means what?---Which means - you know, oh how can I put it?

I think you're making it up as you go, aren't you?---No, I'm not making it up.

Okay.---I'm not making it up. She did help us get back on board.

10 Yes.---That's what I say, you know, people don't understand the functioning of Aboriginal land councils. They just don't understand.

THE COMMISSIONER: Just wait for the next question, please.

20 MR CHEN: Mr Green, have a look, please, at volume 10, page 100. Do you see in front of you, Mr Green, that they are the minutes of the board meeting on 8 March 2016?---Yes.

You can see in the attendees that you're recorded as having been in attendance. Do you see that?---Yeah.

If you look under point 2, it also records you as actually being an apology. Do you see that?---Yeah.

30 If you turn over the page, Mr Green, to point 5, you will see that there's a discussion about what seems to be referring to an earlier statement that you may have had attributed to you, namely, in relation to the post office. Do you see that on the first line, volume 10, page 101?---Yeah.

Do you see that?---Yeah.

40 And you can also see on that first line that you told the meeting that you had developers interested for \$30 million? Do you see that?---Yes.

Who was that you were referring to, Mr Green?---I still can't recall.

Mr Green, I'll just paraphrase what's in the balance of this point, but it also talks about an AVO with Worimi Dates, the police station that's owned by the land council, and matters of that kind. It is the case, is it

not, that you actually were in attendance at this meeting, weren't you? Are you still reading away, are you, Mr Green?---Mmm.

By all means read it, if you like. I was really only seeking to establish that perhaps the notation that you were an apology, that is, that you didn't attend the meeting, was wrong?---Well, that's not true.

10 What's the "that" you're referring to?---What I'm reading here as well as I can, about Richard Green said this and he said that, and taking Steven Wright to court - I didn't say all that.

All right. Do you accept, though, that you were at this meeting, Mr Green, and that the notation that says you're an apology is likely to be wrong?---No, I don't - I don't think I was at this meeting.

20 All right. Can I suggest to you that, in fact, you were at the meeting, Mr Green, and that you put forward the three resolutions that appear under point 6, "Resolutions by Board". Do you see that, Mr Green, on page 101?---"That the Board confirms and ratifies" - I can't follow this.

Did you say "I can't follow this"?---Yeah, I can't follow that.

30 What are you reading, Mr Green? I might be able to assist you.---Some of this - I am a native title representative - there's some stuff in here that I can't get my head around, especially back - - -

THE COMMISSIONER: I don't think we'll spend more time on this.

40 MR CHEN: Mr Green, I just want to draw your attention to point 3, "Ratification and regularisation of decisions made". Do you see that, Mr Green?---Yes.

That was a resolution that was presented and spoken on and explained by you, can I suggest. Do you agree or disagree?---"That the board ratifies and regularises the decisions and payments during the period of", I read it.

Mr Green, that in fact these resolutions, including resolution number 3, were drawn up in consultation with you

and Knightsbridge North Lawyers, isn't that right?---No, that's not right.

Mr Green, how did this resolution, so far as you can recall, come before the board?---Well, I don't remember seeing this at the board. I don't remember an explanation about it, if it was as big as this - - -

10 I'm sorry, I didn't hear that last bit.---I said if it was at big as this, like a resolution and all of this stuff that was said in here, I'd probably remember.

Anyway, you don't have any- - -?---How long ago was it?

I'm sorry?---How long ago?

March 2016?---It's got 2 October 2015 in one of these, and 20 January 2016.

20 No, I think you're - I'm sorry, the meeting, Mr Green, if we're at cross-purposes, was on 8 March 2016.---Yeah, yeah, I can see it now.

The resolutions may be talking about matters that predate that meeting, but I was only asking you to focus on resolution 3. What I suggested to you is that that you presented that and spoke about that resolution.---No, I never presented it.

30 Did you speak about it?---No.

THE COMMISSIONER: Did you support it?---No.

MR CHEN: Are you sure of that?---"That the board ratifies and regularises the decisions and payments during the period of dysfunction when the board did not meet and as being made" - oh, geez, I can't recall this very good.

40 All right. Are you able to say or can you not recall speaking to Knightsbridge North Lawyers about this resolution?---No, I haven't spoken about this resolution.

What is your position, Mr Green? You know nothing of it or nothing about it?---No.

Are you agreeing with me or - - -?---Yes, I agree, I don't know anything about that.

Do you know "ratification and regularisation of decisions made" means?---No, no.

Do you know what the resolution was purporting to achieve?---Oh, not really. There's a lot of big words in here that I don't understand, let alone write it.

10 Do you remember Mr Larry Slee asking you to produce a letter that is referred to in that resolution on page 101?---101.

I'm sorry, Mr Green?---101?

20 I'll ask it a little more clearly. Do you recall at this meeting that Mr Larry Slee asked you to produce any letters that you had to or from Kelvin Kenney?---Kelvin Kenney? Who was Kelvin Kenney? "As investigator" - oh, yeah, I think that's the guy that come up there and bloody asked us - yes, was doing the investigation into the Awabakal Land Council, yeah, money-wise and all that stuff. I can't recall if Larry asked me for a letter. How would I have a letter? You've got to remember, Larry Slee and all them guys, we weren't on talking terms and fights galore. I can't recall if Larry asked me for a letter. I wouldn't have a letter.

30 Mr Green, you mentioned earlier that in fact because you had made it clear to Mr Strauss and Mr Kavanagh that there were certain steps to be taken, nothing further went with the dealings with Solstice or Mr Kavanagh and Mr Strauss. Do you remember that?---Yes.

You were quite certain of that, weren't you?---Yeah.

Yes. You see, that's not true at all, is it? You met them again, didn't you, Mr Green?---I don't think so.

40 You knew that they continued to maintain an interest in the land of the land council, including the land at Warners Bay; isn't that right?---No, I can't recall if they came back.

Anyway, you're not denying it, you're just saying you can't recall?---I can't recall it.

Mr Green, you have email accounts, don't you?---Yeah, I've

got a Murri's United one.

You've also had in the past ones with an address of indigenous lands, haven't you?---Yes.

You're able to use email, that is to say, you know how to turn on a computer and click on to receive emails, don't you?---No, I don't.

10 Not at all?---I don't know how to email.

You're able - - -?---Still don't know.

Don't know at all?---No.

So if you offer an email address you have to get somebody to help you open it and read it to you; is that right?---That's right.

20 But your practice is, I take it, if you do offer an email address you make sure that somebody does read the emails that come to you; is that the position?---Yeah, you could probably look on my phone and there's probably a lot there not read now, if you want to have a look.

I don't want to have a look, Mr Green.---There's probably weeks of it.

30 MR CHEN: Is that a convenient time, Commissioner?

THE COMMISSIONER: Yes. Mr Green, I'm going to adjourn shortly. We will resume tomorrow morning at 10 o'clock. I ask you to be here ready to start at 10. Do you understand?---Thank you.

THE COMMISSIONER: Thank you. I will adjourn.

AT 3.57PM THE MATTER WAS ADJOURNED ACCORDINGLY

[3.57pm]

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