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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 TUESDAY 17 JULY 2018

AT 10.05AM

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THE TRANSCRIPT HAS BEEN PREPARED IN ACCORDANCE WITH  
CONVENTIONS USED IN THE SUPREME COURT.

MR CHEN: Commissioner, we are ready to proceed further with Mr Green.

THE COMMISSIONER: Thank you, Mr Green, would you mind coming back to the witness box.

<RICHARD JOHN GREEN, affirmed [10.09am]

THE COMMISSIONER: Thank you, Mr Green. Take a seat.

10

MR CHEN: Thank you, Commissioner.

Mr Green, on the screen in front of you is exhibit 42, folder 1, page 163. You'll see there, Mr Green, a cover sheet of what appears to be a cost disclosure statement and client service agreement between the land council and Knightsbridge North Lawyers; do you see that?---Yes.

20

You can see the date 27 November 2015, can you not?---Yes.

Mr Green, if you would be good enough to have a look, please, at page 170, that's your signature that appears there?---Yes.

You were signing that, Mr Green, as you can see, in your capacity as apparently the authorised representative of the land council; isn't that right?---Yes.

30

And you knew when you signed this document, Mr Green, you didn't have that authority; isn't that right?---That's right.

And you hadn't disclosed at any time, Mr Green, had you, to any of the other board members that you were proposing to enter into this fee agreement with Knightsbridge North Lawyers; isn't that right? Are you able to answer my question, Mr Green?---I'm just having a quick little read, the best way I can.

40

Mr Green, I'm not asking you about the content of it at the moment. I'm asking you that you didn't disclose the fact that you signed this agreement or were even discussing proposing to sign it with any of the other board members?

MR LONERGAN: Commissioner, I object on the basis that it has not been established that Mr Green knew that it was an agreement of the nature that counsel assisting is asking.

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

Mr Green, you did not disclose at any stage prior to 27 November 2015 that you were proposing to enter into or have any discussions with Knightsbridge North Lawyers; isn't that right?---The date - I'm not sure with the date again, but - - -

10

THE COMMISSIONER: Mr Green, you're going to have to keep your voice up otherwise we can't hear you?---Yeah, I'm doing my best, your Honour, I'm a bit - - -

You just keep your voice up, please?---I'm a bit crook today, I have got the flu.

Yes. Well, you just do your best. Keep your voice up. Now, put the question again, if you would?---Righto.

20

THE COMMISSIONER: I'll have the question put again, Mr Green.

MR CHEN: You did not disclose to any other board member of the land council that you were proposing to enter into any fee agreement with Knightsbridge North Lawyers, or even having any discussions with them about that subject; isn't that right?

30

MR LONERGAN: Commissioner, I object on the basis that my friend is asserting, effectively implicitly, in his question that Mr Green had intended to enter into that agreement. If he wishes to make that proposition then put it to the witness.

THE COMMISSIONER: Take it a step at a time.

MR CHEN: Mr Green, you signed that document knowing that it was a fee agreement; isn't that right?---No, I didn't.

40

Well, what's your excuse for signing it, Mr Green? What were you doing putting your signature on it?---I didn't read the contents of it but I did sign it.

Right. And did you look at any of the pages, Mr Green, or is this another instance of a document that you signed focusing only upon the area where you needed to append your

signature?---That's correct.

So you only looked at the back page; is that your evidence?---Yes.

Mr Green, you signed that agreement because you knew that that was part of an arrangement, didn't you, to use false agreements that Ms Bakis was going to prepare, isn't that right?---I really don't know how to answer that question.

10

Well, answer it honestly, Mr Green. That's a---?---No, I didn't know it was dishonestly.

You knew, Mr Green - I'm sorry, you answer, you finish your answer?---I didn't know what was in the contents of that, the way that you said it is. I didn't read it but I signed it.

20

Mr Green, you knew, didn't you, that Ms Bakis was part of this arrangement that you had with Mr Petroulias to document these false agreements; isn't that right?---Not false agreements; I didn't know they were false agreements.

I'm putting to you, Mr Green, you did know that and you knew that Ms Bakis was doing that; isn't that right?---No.

And you knew, Mr Green, by signing this fee agreement, that was a step in this arrangement that you had; isn't that right?---No.

30

And your arrangement, Mr Green - - -

THE COMMISSIONER: Just before you go on, just have a look at page 170 again on the screen of this document which is called a cost disclosure statement and client service agreement. You'll see your signature on it?---Yes, I do.

As authorised representative of the Awabakal Land Council?---Yes.

40

You've already given evidence that you did not have any authorisation to enter into this agreement; is that right?---Yes.

Further up the page you'll see that there is another signature there under the line Knightsbridge North Lawyers Pty Ltd and you see there there is the signature of the

person identified?---Yes.

Who is that person?---Despina Bakis.

Yes. Do you remember Ms Bakis asking you about this agreement?---No.

Do you remember her presenting it to you at her office or somewhere else?---No.

10

Where did you sign the agreement?---I can't remember.

Is there every likelihood that it took place in her offices?---Maybe; I'm not really sure.

Do you recall her handing you the document and telling you that this is a document for your signature, or words to that effect?---No, I don't remember her handing that to me.

20

Did you see her sign it?---No, I didn't.

Did you see her signature on the document?---I'm not really sure.

This was one agreement that was presented for your signature, it seems, that was presented by Ms Bakis, not Mr Petroulias; is that right?---I'm not sure whether Despina handed it to me. Maybe it was Nick, Despina, you know - she - she never handed me, I don't think, any documents to sign.

30

Did Ms Bakis explain to you what this cost disclosure statement and client service agreement was all about?---No.

Did Mr Petroulias explain the nature of the document?---No.

Did anyone explain the nature of the document?---No.

40

Did you have a clue in the world what the document was all about?---No, I didn't.

Why did you sign it?---Like I keep saying, you know, it's just a thing that we do when someone, you know, like lawyers and authorisation people put in front of us. That's the only explanation I can give you. I know it's the wrong thing to do now. I have been sitting here and thinking about all the stuff.

Well, you knew the document when you signed it had something to do with the Awabakal Land Council, didn't you, because immediately under your signature it says "Authorised representative of Awabakal Land Council"; correct?

A. Correct.

10 So you knew it had something to do with the Awabakal Land Council?---Yes.

You knew that much. And by 27 November 2015, which is the date of the document, you knew that Knightsbridge North Lawyers were involved in some way in dealing with the potential sale of land owned by the Awabakal Land Council to property developers; is that right?---Yes. Yes.

Is that right?---Yeah.

20 MR CHEN: Mr Green, was there any discussion at all with either Ms Bakis or Mr Petroulias about the effect of this agreement being also to create a charge over land council property?---No.

In particular, you'd be aware, would you not, that the land council owned premises, a former police station, in James Street?---Yeah, I'm aware of that.

30 Was there any discussion between you and Ms Bakis or even Mr Petroulias about you agreeing to create a charge over that property in favour of Ms Bakis's fees?---No.

Not at all?---Not at all.

So if there's any suggestion in the material that you had a discussion with Ms Bakis along those lines and you agreeing to it, would that be true or false?---That would be false.

40 Are you sure of that?---Yes.

So, as I understand it, Mr Green, all you did was sign this document, but otherwise have no understanding whatsoever about the content of it; is that it?---Yeah, that's correct, yes. You know, like I say, it's been a while.

Well, Mr Green, this is again a document, just in terms of the chronology, that appears to have been signed within a

matter of eight or nine days after the Solstice agreement was signed by you and Ms Dates? What do you have to say about that, Mr Green, if anything?---The Solstice agreement?

Yes. The document I took you to yesterday afternoon with your signature on it.---Yes.

10 Well, how was it, Mr Green, that within a space of eight or nine days you signed the Solstice agreement and then you've signed this other document? How has that come about, Mr Green?---Well, I've signed it.

How has it come about?---Well, it would have been put in front of me.

20 You agreed to sign it, Mr Green, both of those documents, because you were part of this arrangement, weren't you, to try to put these transactions through based on these fake Gows Heat heads of agreement; isn't that right?---No, I won't agree with you.

Your role in that, Mr Green, was always to convey to third parties, such as Mr Zong and Sunshine and Solstice, that these were all legitimate transactions when they were not; isn't that right?---No, that's not true.

30 Well, what other explanation is there, Mr Green, that you can offer the Commission to explain how all these documents have been signed by you and been put in front of all these other parties? How has that happened, Mr Green?---Well, there's been a lot of documents with my signature on it that I haven't seen, and I really don't know how it got there. You know, I thought about it overnight and I don't know how you do it, but I think my signature's been put on a lot of documents without me knowing, because I can only remember signing about two or three documents. You know, why don't we get a handwriting expert to see if they was put on documents? That's my - that's my explanation.

40 So one possible explanation you proffer is that Ms Bakis or Mr Petroulias have attached your signature to these documents?---Well, that's exactly what I'm saying. I haven't signed that many documents. What is it - how many documents with my signature on it? You'd have a better idea than me.

THE COMMISSIONER: Mr Green, so far as this particular agreement we are discussing at the moment is concerned, that's the cost disclosure statement and the client service agreement of 27 November 2015, how would you respond if it was put to you that the reason you signed this document without reading it or worrying about its contents, was because you wanted to do anything to assist Mr Petroulias in relation to his interests in seeing the transactions concerning the Awabakal Land Council land go through, that you'd signed this document and other documents in order to assist Mr Petroulias in whatever he was up to concerning the Awabakal Land Council land. What do you say? If that proposition was put to you, how would you respond?---I'd say that would be false, one hundred per cent false.

If you turn to page 167 of this same agreement we are talking about, the cost disclosure statement and client service agreement, paragraph 20 on page 167, you'll see that that's headed in bold type "20. Instructions Through your Agents". It reads, "You have instructed us that we may work with and take instructions from your agents". This is being addressed to the land council. It goes on, "These include Mr Nicholas Peterson, Richard Green" - namely, yourself - "and each of you for each other. Indeed it is contemplated that drafts of documents will be prepared and compiled to assist the workload to this firm". You understand that this clause is putting you and Mr Petroulias, as it were, in what might be called the driver's seat to give instructions to Knightsbridge lawyers; you understand that's the effect of the clause?---Yes, I can understand by reading it here, reading it - - -

I'm sorry?---To the best of my - I'd never seen this here. I've never given instructions to do that in any form.

But you understand the effect of this clause that was put in the agreement was to put you and Mr Petroulias in what I have referred to as the driver's seat - that is, into a position to give instructions to the solicitors Knightsbridge North Lawyers in the name of the Awabakal Land Council?---Yeah, I do understand it by reading this here.

And this is a demonstration that the two people who were favoured with this authority, you and Mr Petroulias, would be able to give instructions to the lawyers to do things

regardless of whether or not the board was involved?---Yes, I do see that. I didn't give instructions in any way.

Was this explained to you by Ms Bakis?---No.

Or by Mr Petroulias or anyone else?---Or Mr Peterson, whatever, no, no.

10 But you understood this was the effect of the agreement, isn't it, that you could give instructions to the solicitors to do work for the council?---No, I didn't - I didn't understand that. It was never explained to me in any way, shape or form.

How is it that your name is in clause 20?---Well, I don't know how it got there. I've got no idea.

No idea?---No idea how it got there.

20 You see, again, it might be put to you, and it's a question for you to deal with as you see fit, that you were signing agreements, you were giving any instructions, in order to assist Mr Petroulias in whatever scheme he was working on or had in mind?---I didn't even know he was scheming us.

30 What would you say if it was put to you that there was a plan or a scheme involving you and Mr Petroulias to be able to engineer the sale of aboriginal land council - that's the Awabakal Local Aboriginal Land Council - land to property developers?---Well, it's false for me.

You say you were not part of such a scheme?---I was not a part of that.

But you were, weren't you, because you'd been signing everything that was put under your nose without reading everything? You were assisting the scheme, even if you were not, you say, part of it?---I wasn't a part of it.

40 But you were a party to a scheme of signing agreements that were just put in front of you without even reading them?---Like I just said before, I don't agree with a lot of the stuff that's been on this screen where I signed it all. I haven't seen it all. This is the first time I've seen this.

You see, what's puzzling is why you would be signing

agreements with people you'd only known a very short time - namely, Petroulias and Bakis, or Peterson, or whatever name you care to use. Why would you do that with somebody you'd only known for a very short time, to sign anything they put in front of you without knowing what you're signing? Why would you do that?---I know, Mr Commissioner, you've asked me this question that many times, but - - -

10 Just answer it. Why would you do that?---Well, I say I didn't sign a lot of these documents.

If it's proved that you did, why did you do it, when Petroulias and Bakis were there asking you to sign the agreement and you didn't know what you were signing?---Well, if it's proven I signed them, you know - - -

20 What's that?---You said if it's proven that I did sign them all?

If it's proven that you in fact signed these agreements, why would you do it at the request of Petroulias and Bakis when you only knew these people a very short time?---Why would I do it? I'm saying I didn't do a lot of the stuff.

30 No, but I think there's a great deal of evidence suggesting you did do it and I think you've accepted many times that you did. My question remains unanswered. Why did you do it - give us an explanation - at the request of Bakis and/or Petroulias?---I've got no explanation.

You've got no what?---No.

"No explanation", is that what you said?---I've tried - I've tried to explain as much as I can.

40 Mr Green, did you say you have no explanation?---Yeah, well, I've said so many times, you know, I signed these documents to try to take the land council forward, not knowing that wasn't what the contents were.

Now you might just stop there and answer my question. Come back to my question and stop avoiding it. Give us the explanation. Why did you do the signing of agreements when you didn't know what was in the agreements, whenever Bakis and/or Petroulias asked you to sign them? Why? What's the

explanation?---Well, it wasn't for money.

All right. What was it for?---I didn't get any money.

10 What was the reason?---The reason was to take the land council forward. You know, I'm trying to answer it in the best way I can, and, you know, I'm thinking what was the reason. The reason was to take the land council forward. We was unfunctional, things weren't happening, we were trying to make things happening, to happen.

MR CHEN: Mr Green, we went through this yesterday. You put forward, can I suggest, a resolution to the board on 11 January 2016 seeking to ratify the appointment of Knightsbridge North Lawyers? Do you remember me asking the questions about that yesterday?---Yeah, I do.

20 It's recorded in the minutes, is it not, that you read a resolution seeking to ratify the appointment of Knightsbridge North Lawyers?---And I think I corrected that yesterday and said I didn't read the - - -

I'm suggesting to you, Mr Green, that in fact that's precisely what you did, that you did read a resolution to ratify the appointment that you had signed in November of 2015 and earlier; isn't that right?---No, that's not correct.

30 And you did it, Mr Green, because you were endeavouring to assist Mr Petroulias and Ms Bakis in this scheme that the Commissioner has referred to; isn't that right?---No, that's not right. I didn't know anything about any scheme.

Is that right, Mr Green?---That's very - that's true.

You got no money from this at all, is that your evidence?---No money at all.

40 That's your sworn evidence, is it, Mr Green?---Yes.

THE COMMISSIONER: Is that a truthful answer?---Yeah, that's the truthful answer.

On the affirmation you have taken today to tell the truth, you say that answer you just gave is truthful, do you?---Yeah, because, you know - - -

You didn't receive any money?---I told you the money that I did receive off Mr Petroulias, I told that - I told you that.

10 MR CHEN: Mr Green, you also told the Commissioner yesterday that apparently when you met the gentlemen from Solstice in early November 2015, you told them straight up there can't be any sort of deal without this going before the board and then on to the members, isn't that right, and the State Land Council?---If I could recall it properly, I didn't tell him straight up. There was a few discussions and then I told him.

Your evidence yesterday was they walked out?---Oh, they never actually walked out, but - - -

20 That was the end of negotiations with them, that was the effect of your evidence yesterday, wasn't it?---Yeah and then I thought about it overnight. Maybe I give them a call after that, I'm not sure; maybe I did, I'm not sure.

All right. Who did you ring?---I'm not sure. I'm not sure.

30 Well, again, if you follow this through, Mr Green, is it your evidence then that there were no other dealings, so far as you are aware, with these gentlemen from Solstice at any point in time?---If there was a guy called Ryan and some other guy, well - yeah, I don't think there was any dealings. I'm not sure, unless Mr Petroulias done stuff with them; I'm not sure.

So far as you are aware, there were no other dealings with them; is that your evidence?---Yeah, that's my evidence.

40 So, Mr Green, if there are a number of agreements or proposed agreements being circulated in April of 2016 seeking to negotiate further with Solstice, what, is your evidence you know nothing about them?---No, I don't know anything about them.

Have a look if you would, Mr Green, at volume 10, page 137. You can see here, Mr Green, can you not, that this is an email that's passed initially between Ms Bakis, a solicitor and Sammy Say on 1 April 2016; do you see that?---Yeah, I can see that.

You can see, can you not, "Please find attached the agreements" and they are listed. Can you see that?---That's where the number 1, 2, 3 and 4 is.

Yes. If you go down a bit further, you'll see at the last paragraph, "By third email, we will attach the Manager agreement". Do you see that?---Yes.

10 What appears to be the position, Mr Green, is that there are now five proposed agreements to record a proposed transaction between the land council and Solstice?---That's the first time I've seen that.

You didn't give Ms Bakis instructions to document this arrangement?---No.

You know nothing of it at all?---No.

20 So far as you know, no other board member of the land council gave Ms Bakis instructions to document this agreement in this way?---No.

Your evidence a moment ago, Mr Green, was it was all finished because of the understanding that Ryan and the other gentleman had that this deal couldn't go forward without certain steps being carried out; isn't that right?---Yeah, as far as I know.

30 So it's all a complete surprise to you to see these documents, is it?---Yeah, it is; it is.

Mr Green, I want to show you some of the detail of it, if I can. Would you have a look, please, at volume 10, page 138. You'll see this is called a collaboration agreement.---What does "collaboration" mean?

Have you seen this document before?---No, I haven't.

40 Do you know by looking at it, Mr Green, who the Awabakal LALC Trustees Limited are?---Trustee Limited. "Trustee of project", is that what I'm looking at?

"Trustee of project", that's right. Do you know who Awabakal LALC Trustees Ltd is?---No.

What about Able Consulting? As at 4 April 2016 did you know who Able Consulting was?---No.

Mr Green, I want to ask you to look at another document that was attached to this email and it's at volume 10, page 165. You'll see, Mr Green, that this is a call option agreement apparently between the land council and Solstice; do you see that?---Yes.

Mr Green, I take it, again, you've not seen this document before?---No.

10

Mr Green, would you have a look, please, at volume 10, page 172, which is schedule 1 to this draft agreement. You'll see there's a description to the properties. Do you see that?---Yes.

You can recognise, can't you, Mr Green, that at least, skimming down that page, it involves the five properties that were the subject of this Sunshine agreement?---Yes.

20

But you can see as well there are a number of other properties of the land council, such as Cessnock Road, Mulbring, James Street, Hamilton, and if you turn over to the next page, page 173, you can see other properties described that are apparently the subject of this discussion or proposal with Solstice; do you see that?---Yeah, I can see it all.

30

How have all these properties been identified as being the subject of discussions with a view to an agreement with Solstice?---I've never had discussions about all of this land.

Did you ever give instructions to Ms Bakis to engage in negotiations involving these properties?---No.

You wouldn't have authority to do that, surely, would you?---No.

40

That's something that must go back, at the very least, to the board for their discussion and consideration?---Yeah.

And, so far as you know, that had never occurred as at the date of these documents, had it?---No.

What you told the Commissioner is everything to do with Solstice, to your knowledge at least, had finished in November of 2015?---As far as I can recall, yeah.

THE COMMISSIONER: Mr Green, you'll see on page 173, that's the same page you are being asked questions about, the particular properties the subject of this agreement with Solstice, at item 2 you'll see the purchase price formula. You'll see it says, in paragraph 1, "The Full Purchase Price \$30,000,000.00". That's a big sum of money, isn't it?---It's a big sum of money all right; it's the first time I've seen it.

10

And if you had been involved in some way setting up this Solstice agreement for a price of \$30 million, you'd remember it, wouldn't you?---Absolutely.

That would be the biggest transaction you've had anything to do with; is that right?---That's right.

You say you don't have any recollection of this agreement ever coming into existence?---I've never ever seen it before.

20

MR CHEN: As at April 2016, had the board ever commissioned any valuations of these properties that are referred to in this schedule to the Solstice call option agreement, Mr Green?---No.

So, for example, do you know what the value of the property at 61 Government Road, Barnsley was?---I don't know the value of any of the properties.

30

So far as you knew, none of the other board members were given the information about the value of these properties; is that right?---That's right.

So this figure, on what you say, seems to have been plucked out of the air?---Yeah.

MR LONERGAN: Objection.

40

MR CHEN: I won't press it, Commissioner.

THE COMMISSIONER: It is noted that the question is not pressed.

MR CHEN: Mr Green, did you attend any other meetings with any of the representatives from Solstice in April of 2016?---Not that I can remember.

Did you know that there were meetings taking place in April of 2016 between representatives of at least Solstice and Ms Bakis and Mr Petroulias?---No, I wasn't aware of that. I'm not really sure, but I think that was the only meeting that I've had with them.

10 When you say the only meeting, do you mean the one in November of 2015?---Yeah, I think that's the only meeting I've had with them.

THE COMMISSIONER: Did you ever attend any meetings in the early part of 2016 with Sammy Say?---I've met Sammy out at Nick's house a couple of times and I got in the car with him and I drove down the South Coast.

20 When did you first meet him?---It might have been at a meeting with - with - I think it might have been with Tony Zong and his friend. I'm not really sure now. The other Chinese guy with Tony Zong.

What was the matter that you first came in contact with him about? What was the matter that you and Sammy Say and others, perhaps, were involved in?---Sammy said he was bringing investors to the table, other investors.

30 So it had something to do with investors who might be interested in buying aboriginal land; is that right?---Yeah, that's right.

What was he, an agent or a go-between of some kind, was he?---Well, yeah, yeah, something like that.

Do you remember talking to him about the Solstice deal?---He might have - he might have brought Solstice to the table. I'm not sure. I'm not sure.

40 Do you think he might have brought it to the table, the Solstice deal?---Yeah, I think, I think, I think, I'm not sure.

Who did he introduce?---I think he introduced Tony Zong's friend and Tony Zong and maybe Solstice. I'm not really sure. I'm not really sure.

MR CHEN: Mr Green, would you have a look, please, at volume 11, page 312. Do you see there, Mr Green, the

minutes of the board meeting of the land council on 8 April 2016?---Yeah.

You can see, can't you, that you are recorded as an attendee?---Yes.

Do you recall going to a members meeting on and around this date, Mr Green?---Oh, well, it's - yeah, I probably - what do I say, "yes" or "no", yeah.

10

Have you look, if you would, at point 3. It talks about matters arising from Larry Slee email. Do you see that on the screen?---Yeah.

Do you recall there being a members meeting at around this time when there was an issue concerning Mr Larry Slee and an email that he had sent Nicole Steadman? I'm sorry, a board meeting. I may have said members meeting.--- Oh, not really, but - - -

20

Well, do you remember, Mr Green, that Mr Slee was provided or handed with a cease and desist letter from Knightsbridge North Lawyers?---He was handed one?

Yes.---Just Larry Slee?

Larry Slee.--- By who?

30

Well, it was prepared by Knightsbridge North Lawyers, Ms Bakis.--- I can't recall - I can't recall that.

Were you ever consulted about what should be contained within that letter, Mr Green?---No.

Did you ever give instructions for it to be sent?---No.

Were there any discussions by the board about giving instructions to Knightsbridge North Lawyers to prepare and provide that letter to Mr Slee?---No.

40

You know nothing about it then?---I can't recall it. I can't know - I'm not really - not really sure, but I know I didn't give him advice to do anything like that. I mean, I wouldn't know anything about this stuff.

Well, you would want to know what Mr Slee did to warrant such a letter being prepared and sent to him, wouldn't you,

as a first step?---Yeah. Yeah.

Do you know what apparently Mr Slee might have done to warrant being provided with this letter from Ms Bakis?---No. There was a lot of problems going on with Mr Slee with the board.

10 Did you know that Mr Slee was also provided with a letter from Knightsbridge North Lawyers to show cause why certain steps shouldn't be taken against him as a board member?---Oh, yeah, I remember something about that, yeah.

What do you remember?---Oh, yeah, yeah, yeah, that he was going to get suspended as a board member for sending emails after every meeting of the board to people that wasn't on the board; I remember that vaguely.

20 Did you give instructions to Ms Bakis, did you, to send that letter?---No, I couldn't do that. It had to come from the board.

Was there a board resolution that that take place?---Well, I don't think so - I'm not sure.

Well, it would be in the minutes, would it not, if there was a resolution to that effect?---Yeah, well, I'd say so.

30 Well, there's no reason why it shouldn't be. It should be, shouldn't it?---Yeah, it should be.

Did Mr Slee's response to all these letters that he'd been receiving ever get tabled before the board at any stage, Mr Green?---I don't think so.

You know, don't you, that Mr Slee denied what was put to him, don't you?---Denied?

40 Well, didn't accept the accusations that were levelled against him in the letters that were sent to him?

MR LONERGAN: Objection, Commissioner.

MR CHEN: I will put it again, Commissioner. I will withdraw the question.

You understood, didn't you, that Mr Slee's position was that at all times he'd done the right thing?---Well, of

course he'd say that, yeah.

You knew that was his position, didn't you?---Well, yeah - yeah, probably, yeah.

THE COMMISSIONER: Are you going to the Solstice issue as recorded in the minutes of 8 April?

MR CHEN: I am, Commissioner.

10

Mr Green, you can see at point 5 of those minutes of 8 April - so it's volume 11, page 314 - the heading, Mr Green, "Summary of proposals for development of Awabakal lands"? Do you see that?---Yes.

There seems to be some considerable detail and discussion that occurred about these matters at that meeting; is that right?---Sorry, is this supposed to be the discussion that was had?

20

Well, these are the minutes, Mr Green. Do you remember a meeting when there was a discussion by the board about development of the Awabakal lands?

THE COMMISSIONER: Well, do you or don't you?---I'm just trying to have a little - a little look at it.

30

MR CHEN: I am just asking whether you remember there being a discussion at a board meeting on 8 April 2016 where proposals, apparently, from Sunshine, Solstice and Salamander were discussed. Do you remember that, or not?---No, I don't remember this.

Not at all?---No, no.

THE COMMISSIONER: I think you are going to now be taken to what's recorded in the minutes about those matters. I want you to focus on what's being asked of you concerning what's in these minutes. Yes.

40

MR CHEN: Do you know who prepared these minutes, Mr Green?---I'm not sure whether it was John Hancock or Jaye Quinlan, but Jaye couldn't - she couldn't do minutes like this.

Mr Petroulias was at this meeting, wasn't he?---What meeting?

You don't know?---No, I'm not really sure. I'm not saying he wasn't, I'm not saying he was; I can't recall.

THE COMMISSIONER: Was Mr Pearson and Ms Bakis at this board meeting of the Awabakal Aboriginal Land Council on 8 April 2016?

10 MR LONERGAN: "Pearson" or "Petroulias", Commissioner?

THE COMMISSIONER: I am sorry, I will make it clear. Was there present at this meeting on 8 April 2016 a person who went then by the name of Nick Pearson, or it might have been Nick Petroulias, and Ms Bakis, do you recall?---They could have been and - - -

Do you remember that they were in fact there?---Well, they came to a lot of the meetings.

20 Well, let's assume that they did attend the meeting of the board on 8 April 2016. Why were they invited to be there - that is, assume it's Mr Petroulias going by the name of Nick Pearson at that time, and Ms Bakis. Why were they invited to be there?---Well, they shouldn't have been invited, only unless you tell them to come in and have a discussion about something.

Did you invite them?---No.

30 Did they invite themselves?---Well, Nick's invited himself a lot to the land council.

MR CHEN: Mr Green, I want to take you through these minutes, because you can see on the first line that it's recorded that apparently on 14 November the board had resolved unanimously to sell most, if not all, the land to IBU and its consortium partners such as Gows. Do you see that?---Yes.

40 That's false, isn't it?---That is false.

There had never been a resolution to sell most if not all of its land, had there?---No.

And certainly nothing to do with Gows; isn't that right?---That's right.

You can see in the second paragraph as well, Mr Green, that there's a reference to Able Consulting Pty Ltd preparing a summary of the proposals. Do you see that?---Yes.

Did you request Able Consulting Pty Ltd to prepare a report?---No.

Do you know anything about such a report?---No.

10 Was a report from Able Consulting ever tabled at this meeting?---Not that I can recall.

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

Well, if I told you that the person who prepared a report, apparently from that entity, was called Greg Vaughan - do you know Greg Vaughan?---Yeah, I do know Greg Vaughan, I met him a couple of times, yeah.

20 What are Greg Vaughan's qualifications, so far as you know, to prepare a report to the board in those terms, Mr Green?---Well, I didn't know his qualifications.

He's not a builder, is he, so far as you knew?---No, he's not a builder.

He's not a property developer, is he?---No, I've met him a couple of times, yeah.

30 He's not a lawyer, is he, so far as you knew?---No.

He's not a person that's into land economics or finance, is he, so far as you knew?---No, that's right.

His only function had been to come in at Mr Petroulias's request to prepare some procedures and policies; isn't that right?

40 MR LONERGAN: Objection, Commissioner. The witness has answered that he didn't know - well, he didn't know Able Consulting. He has been put a proposal that he - - -

THE COMMISSIONER: No, but he said that he knew Vaughan, he'd met Vaughan.

MR LONERGAN: He'd met Vaughan, yes.

THE COMMISSIONER: Vaughan is Able Consulting, isn't he?

MR LONERGAN: I withdraw the objection.

THE COMMISSIONER: Are they one and the same?

MR CHEN: They certainly were at the time.

10 THE COMMISSIONER: Yes. I will allow the question. Put it again.

MR CHEN: Mr Vaughan had only come in and prepared at the request of Mr Petroulias some policies and procedures, isn't that right?---Yes.

And what are his qualifications to do that, by the way, Mr Green, so far as you know?---Well, I didn't know what his qualifications were.

20 Did you know, Mr Green, that Able Consulting was apparently to be the manager under these Solstice agreements that were floating around? Did you know that?---No.

Did Ms Bakis ever tell you that?---No.

It Mr Petroulias ever tell you that?---No.

30 You see, these proposed agreements to Solstice that I took you to earlier included this management agreement, Mr Green, which appointed Mr Vaughan's company, Able Consulting, to be the manager. Do you know anything about that?---No.

If you knew about it, would you agree to it?---No.

THE COMMISSIONER: Did the board ever retain Able Consulting or Mr Vaughan for anything that you are aware of?---Not that I'm aware of.

40 MR CHEN: Mr Green, if there's some evidence that that report is addressed to Ms Debbie Dates, is your position you know nothing of it?---No, I haven't seen it.

You never had a discussion with Ms Dates about it?---No, not that I can recall, no.

Mr Green, if you look a little bit further down, you can

see, can't you, just before there's a discussion about Sunshine, "The Sunshine Group agreements were discussed". Do you see that?---The Sunshine agreements - yeah, the Sunshine - yeah, I can see it.

Do you remember any discussion at all in a meeting at this time about Sunshine?---No.

Not at all?---No. I don't recall it.

10

Well, if that agreement was to be openly and transparently discussed, Mr Green, it would involve disclosing to the board, would it not, that there had been an introduction to the land by Mr Zong and his company Sunshine?---Can you say that again, please?

20

Mr Green, if there was to be a full and frank discussion in this board meeting about the Sunshine agreements, there would need to be full disclosure, would there not, about all the events relating to that entity and the land council; would you agree?---Yes, yes, I agree.

That would include, would it not, the fact that agreements had been signed?---Yeah.

Money had been paid ostensibly to the land council?

30

MR LONERGAN: Objection, Commissioner. Is this from the basis of Mr Green's knowledge, or is this in relation to what a hypothetical person with full knowledge of it would disclose?

40

THE COMMISSIONER: He was a board member for some years standing. He would know what would be required before the board would endorse any agreement. I mean, it is simply being put, as an experienced board member, that there would need be to disclosure of full details about the agreement before the agreement is entered into. I would have thought that's well within his capacity to answer.

MR LONERGAN: With full knowledge of the events being asked in relation to what was - - -

THE COMMISSIONER: We are talking about agreements to sell aboriginal land, the council's land. I think what's being put - is this right, Mr Chen - is, as a board member, he would accept that the board would need to be fully informed

on all of the issues concerning the proposed agreements with Sunshine.

MR CHEN: That's the thrust of it, Commissioner. With respect, I am putting a proposition, namely, if there is to be a discussion by a board member, including this gentlemen, then the board would need to be informed of all key matters. Frankly, he has accepted that proposition.

10 THE COMMISSIONER: Yes, I allow it.

MR CHEN: Mr Green, let's move through some of the detail. There would need to be disclosure if there was to be a full and frank discussion before the board about the Sunshine agreement, the fact that there had been moneys paid; would you agree?

THE COMMISSIONER: Paid by Sunshine?

20 MR LONERGAN: Commissioner, I object on this basis, that it's not clear that my friend is putting it as a hypothetical. Implicit in the question could be interpreted that there is an assumption Mr Green has an understanding of the facts that were the subject of the question.

MR CHEN: My question is not that, with great respect. I am asking him, for the benefit of my learned friend, about what occurred at this meeting, namely, there was a discussion about Sunshine. The proposition I have put, which this witness has accepted on several occasions, is that there would need to be full and frank disclosure of all matters. I am simply asking him full and frank disclosure would include matters of this kind: that is the proposition.

30 THE COMMISSIONER: Payments having been made by Sunshine.

MR CHEN: Correct. I haven't addressed it to this witness, I have kept it general, Commissioner, because this witness - - -

40 THE COMMISSIONER: I think perhaps it might narrow the area of dispute if you put that the nature of the discussion was whether or not the agreements with Sunshine should be rejected, which, according to these minutes, it was, so that there would need to be full and frank

disclosure to the board as to what the agreements were, whether any payments had been made under the agreements by the party to the agreement and such like.

MR CHEN: I was endeavouring to do that and I probably didn't do it very competently, so I will try it again.

10 THE COMMISSIONER: Yes. Mr Lonergan, it seems to me there is no difficulty at all in putting to the deputy chairman of the board, who was the deputy chairman of the board at the time, that in order for the board, firstly, to discuss and determine whether the Sunshine Group should be sent packing, as it were, just tear up their agreement, they'd need to be told something about, "Well, what the hell was the agreement about? And, by the way, is Sunshine paid any money under it and are we bound by it, et cetera, et cetera?" You have a lawyer and you have Mr Petroulias in there in the audience. I mean, really, it seems to me there is no difficulty at all, it's just plain commonsense. 20 Whether you are the deputy chairman or just an ordinary board member, you would need to have the basic facts in order to make a decision. That's what this question is directed to. What's wrong with that?

MR LONERGAN: Insofar as the witness had knowledge, his disclosure of what he had knowledge of is fine, but putting the witness in a position where he is being asked about full and frank disclosure by him of things he had no knowledge of, he can't be - - - 30

THE COMMISSIONER: Not full and frank disclosure by him.

MR LONERGAN: Okay, but if --

40 THE COMMISSIONER: The board needs to be fully informed before it can make a decision, that's really what he's putting. It seems to me it's not a hypothetical, it's a question of what would be standard practice before a board, and it's just commonsense. It doesn't have to be the board of this land council, it could be a board of any corporate entity. Before they can transact business they need to know what they are talking about. They need to know some basic facts. What was the agreement? Has any money been paid by it? What do the lawyers say? Is it binding or not? You've got lawyers in the room at the time.

So, you know, this is not fanciful. This is just

ordinary bread and butter work of a board we are talking about. What's wrong with that?

MR LONERGAN: Perhaps I am misunderstanding what my learned friend's question is.

10 THE COMMISSIONER: All right. I think Mr Chen has made it perfectly plain the basis upon which he is putting this question and it seems to me that it is entirely appropriate and there is nothing wrong, nothing misleading, nothing unfair and there are no assumptions being factored into the questioning. I will allow the question.

MR LONERGAN: If it please the Commissioner.

20 MR CHEN: I will put it again, Mr Green, because it's a little while ago now. Mr Green, for there to be proper consideration by a board as to whether it should reject the Sunshine agreements, you would accept, would you not, that there would need to be disclosure, they would need to be told, whether or not moneys had been paid under any agreements. Do you agree with that?---Yeah, if any money has been - yeah.

And you would need to be given some legal advice, surely, to enable a decision to be properly made about whether or not those agreements were binding or how they'd even come about?---Yeah.

30 This is all matters of standard proper practice as a board member, is it not, Mr Green, to be fully and properly informed before making decisions?---Yes.

Mr Green, there were no such disclosures, were there, of that kind at this meeting at any stage by anyone?---Not that I can recall.

Well, you certainly didn't make it, did you?---No.

40 Mr Green, Mr Walsh has given some evidence that he in fact never moved a motion to reject Sunshine. Are you able to explain how his name may appear as being the party who moved to reject Sunshine?---No, I can't explain that.

Mr Green, it appears, from the way these minutes have been prepared, that you were taken to support that motion to reject Sunshine?---Not that I can recall, no.

Well, when you say you can't recall, is it you've got no recollection at all of this meeting, or you've got no recollection at all of participating specifically in that resolution?---There's a lot of stuff in this - in this resolution that I haven't seen before.

Well, you're talking about the minutes, not the resolution, aren't you?---Yeah, this here.

10

You're pointing to the minutes, are you?---I don't know.

I'm asking you about your recollection in relation to this resolution, Mr Green. Do you have one, or not?---I can't recall, you know, rejecting it. Sunshine was - what group was they?

That was Mr Zong.--- Mr Zong. No, I can't remember rejecting it.

20

You see, Mr Green, this surely would have been an opportune moment for you to say, "Oh, hang on, I turned up to the land council offices on 23 October 2015. I signed a whole series of documents with Mr Zong. What's going on?" Don't you think that would have been a good opportunity to say something?---Yeah.

And you didn't, did you?---No, I can't recall.

30

No. You didn't, did you, Mr Green?---I didn't.

You didn't disclose at this meeting, or, indeed, at any one, that you'd signed these agreements with Sunshine on 23 October 2015?---Oh, geez, I don't know how to answer this one, because - so, Tony Zong signing was before this meeting; is that right?

That's so, Mr Green. It was about six months before.--- Six months before. I can't recall.

40

THE COMMISSIONER: Mr Green, you'll be taken in a moment to the documents, the minutes on the next page, shortly. Just put this in context so that you can understand what you are going to be asked about. What the minutes suggest is that the land council entered into a deal with Sunshine - that's Mr Zong's company - signed the agreements off and then received money from Zong's company under that

agreement, so that good money was paid by Sunshine, or Mr Zong, under the deal. And then at the meeting we are now discussing, on 8 April 2016, it is suggested that there was a discussion about, just to use the colloquial, to give Sunshine the boot, to get rid of them, terminate them, not worry about having received money from them, and then to bring into the picture a new entity to buy the same land, namely, Solstice, and do a deal with Solstice. According to these minutes, the resolution was, "Yes, let's go ahead and do a deal with Solstice". Does that ring a bell with you now, by putting it in summary form? Mr Chen will take you to the details of these minutes in a moment, but do you recall that happening at this meeting, April 2016?---I reject that.

What do you mean you reject it? Do you remember it happening?---I can't say I did. I can't say I did.

Well, do you remember a discussion at some stage to get rid of or to reject Sunshine and go with Solstice?---No, I don't remember going with Solstice.

MR CHEN: Mr Green, do you recall Ms Dates ever saying or ever disclosing to this meeting anything about her role in signing these Sunshine agreements?---No.

Do you know who might have moved that motion to reject the Sunshine Group, Mr Green?---I can't recall it. So much goes on in bloody land council meetings, yeah.

I'm sorry, I didn't hear that, Mr Green.--- I said that much goes on in land council meetings, fighting and bickering and - - -

Mr Green, you can see also that there is a discussion about the Salamander office with David He; do you see that?---Salamander?

Yes. Do you know anything about that?---Who is Salamander?

You don't know Salamander at all?---I know Salamander Bay, the other side of Newcastle.

Let's assume it's an entity rather than a geographic location.--- Righto.

You see, it had only presented a proposal earlier in 2016;

isn't that right?---Say that again?

Salamander had only just presented a proposal earlier in the year to the land council, had they not?---I can't recall seeing one of their - - -

10 The Commissioner has taken you to the next page, Mr Green, where the Solstice agreements were discussed. Do you see that on the first line, Mr Green?---The Solstice agreement, yeah.

You've read that now, have you?---Yeah.

That discussion wouldn't have been by you, would it, because you know nothing of these agreements?---Yeah, I can't remember these sums of money and all that stuff.

20 Well, don't read ahead at the moment, Mr Green. I'm just asking you a question based on what the minutes say - namely, if there was a discussion about Solstice it wasn't led by you because you didn't know anything of them?---No, I didn't.

And what appears to be in the next paragraph, Mr Green, seems to be lifted from these proposed agreements that I took you to earlier, namely, those that were attached to the email of 1 April 2016, which you said you've never seen?---Yeah, it's just getting a bit confusing for me.

30 Who was leading this discussion on these agreements, Mr Green, do you know?---No, I never.

40 THE COMMISSIONER: Mr Green, these minutes, if they are accurate and if they are true minutes, have you there - this is Friday, 8 April 2016 - at an extraordinary board meeting, that is, Debbie Dates was there, and you'll see that on the page you're now being taken to it says that the Solstice agreements were discussed. You'll see from the first page that you were there as deputy chair. It goes on to say that Lenny Quinlan asked Nick through the chair, "Nick, what offer do you think would be best to take? \$30 million straight up or take \$16.5 million and 20 house and land packages", and so on. You'll read that there. Do you remember that being discussed?---Oh, not with prices - not with prices of money like that, I don't remember it.

Do you remember the discussion as per the paragraph I just read from page 4?---Oh, I can't say I do remember it.

MR CHEN: Mr Green, you can see a little bit further down the page that a resolution has been read. Do you see that?---Yeah.

And, to jump a little bit ahead, you can see that the motion has been carried. Do you see that?---Yes.

10

Just focus on the resolution, if you would, Mr Green. The board approves the establishment of Awabakal LALC Trustees Ltd as the trustee, et cetera. Do you see that?---Yeah.

And you told the Commissioner a little while ago you'd never heard of that entity?---Solstice, no.

No, not Solstice, Awabakal LALC Trustees?---Yeah, no, I never.

20

What was the purpose of that entity being created as the trustee and nominee for the land council, Mr Green, do you know?---No, I don't.

Was there any advice given about that?---Not that I recall.

THE COMMISSIONER: Was there any discussion about that at this meeting that you recall?---No, not that I recall.

30

As I understood it, Mr Green, you had limited involvement with Solstice in November 2015, thought the deal had finished, but somehow it has come back as being the approved entity to proceed further by the land council, do you see that?---Yeah, I see that.

How has that come about?---I've got no idea.

You are a participant in the meeting. Why were you supporting this, Mr Green?

40

MR LONERGAN: Objection, Commissioner. The question is based on a presumption that this was what happened in the meeting.

THE COMMISSIONER: I am sorry?

MR LONERGAN: The question is based on the presumption

that this was discussed at the meeting.

MR CHEN: Well, it was, Commissioner, because there's a resolution of this board.

THE COMMISSIONER: I guess there's an issue to be determined about these minutes and that is whether these are genuine minutes or whether they are a false document.

10 MR CHEN: I accept that, and I understand what my learned friend says, Commissioner, and there is some evidence that lies behind that. As I said I think on an earlier occasion, Commissioner, I'm exploring different sets of facts with the witness and - - -

THE COMMISSIONER: I think you have to put to the witness on the assumption that these are genuine and accurate minutes.

20 MR CHEN: I will do it that way.

THE COMMISSIONER: Mr Lonergan, I think that protects your client's position. I think it has to be stated, as I have, that there's a question as to the genuineness, the authenticity, of these minutes and that's a matter obviously that's not only of interest to the Commission, but it is a matter that obviously can impact on your client. So I'm mindful of the fact that there are possible alternative scenarios - either that he was at this meeting and these matters were discussed, or the other possibility, which is yet to be fully explored, is whether these minutes are a fabrication or not.

30

MR LONERGAN: So counsel will proceed on the basis - - -

THE COMMISSIONER: You will be protected in terms that counsel assisting is going to put it on a basis that will have regard to your client's interests, putting it as an assumption.

40

MR CHEN: I should say, Commissioner, I am mindful of that scenario and I have been exploring this on the basis of alternate scenarios. I accept what my friend says, I will put it as an assumption.

THE COMMISSIONER: I think, in fairness to Mr Green, that's the appropriate way of going about it.

MR CHEN: May it please the Commissioner. Mr Green, assume for the moment that this resolution accurately records that which occurred at this meeting. Are you able to assist the Commission at all in explaining how it is that Solstice now has come to be the preferred option for the board of the land council in selling, so it seems, 18 or 19 lots of its land for \$30 million?---I can't explain that. That's got me - that's got me beat.

10

There was certainly not ever at any board meeting, Mr Green, any tabling of valuation evidence to suggest that this was a good or a bad deal, if we assume it occurred, was there?---No.

Mr Green, did Mr Peterson at any meeting he attended of the board of the land council ever disclose his interest in any of these transactions?---No.

20 Did Mr Peterson or Mr Petroulias ever tell the board that he was in fact an undischarged bankrupt?---No.

Did Mr Petroulias ever tell the board at any meeting that you attended that he in fact had criminal convictions for fraud offences?---No.

Did Mr Petroulias at any board meeting that you attended ever say that in fact he was not a lawyer?---No.

30 What about Ms Bakis - did Ms Bakis disclose any of these matters at any board meeting that you attended?

MS NOLAN: I object. The propositions are inaccurate. The question is, therefore, unfair. The nature of the offences that Mr Petroulias is said to have been convicted of is inaccurate. Counsel assisting this inquiry has the duties of a prosecutor. He must fairly put the evidence.

THE COMMISSIONER: I think he has put it fairly.

40

MS NOLAN: No, he hasn't.

THE COMMISSIONER: You didn't object to the earlier questions when he put --

MS NOLAN: Because it didn't involve my client, Commissioner, and you've made that very plain, that I must

only raise objections when it relates to my client. This question relates to Ms Bakis. I object.

THE COMMISSIONER: I will allow the question.

MR CHEN: I am grateful for my friend reminding me.

10 It was a corruption-styled offence, or as it is termed under the Commonwealth Crimes Act, Mr Green, that Mr Petroulias was convicted of. Did he ever disclose that conviction to any of the board meetings, Mr Green, at any board meeting you attended?---No.

Did Ms Bakis ever do that?---No.

20 Did Ms Bakis ever disclose to the board that she was in a relationship with Mr Petroulias?---Well, I don't think anything like that should go to a board, that's their business.

Right, but I'm asking you whether it was disclosed or not, Mr Green?---No.

I'm sorry?---No.

Did Ms Bakis ever disclose to the board that Mr Petroulias was a bankrupt?---No.

30 Did Ms Bakis ever disclose that Mr Petroulias had in fact spent a period of time in jail for the offences that he'd been convicted of?---No.

Now, did she ever state to the board that Mr Petroulias is not a lawyer at all?---No.

40 Did Ms Bakis ever disclose to the board at any meeting that if this Solstice arrangement went ahead, that his company, Gows, would stand to secure many hundreds of thousands of dollars, potentially \$1.2 million?---No.

What about Mr Petroulias, did he disclose that?---No.

Did Ms Bakis ever disclose to the board at any meeting you attended that she documented all these Sunshine agreements?---Say that again?

Did Ms Bakis ever disclose to the board at any meeting you

attended that she had documented, drafted, all these Sunshine agreements that I've taken you to over the past few days, and in May of 2018?---No, she never, no.

Did Ms Bakis ever disclose to the board that as part of this Sunshine arrangement, Mr Petroulias had managed to extract many hundreds of thousands of dollars?---No.

10 What about Mr Petroulias, did he ever disclose that fact?---No.

THE COMMISSIONER: Is that a convenient time?

MR CHEN: It is, Commissioner, yes.

THE COMMISSIONER: I will take the morning tea adjournment.

SHORT ADJOURNMENT

20 THE COMMISSIONER: Thank you, Mr Green. Yes, Mr Chen.

MR CHEN: Mr Green, at any meeting that you attended of the board of the land council, did Mr Petroulias ever disclose that in relation to Awabakal LALC Trustees, company that's referred to in the resolution, that he'd incorporated that company and, according to records, as at 8 April 2016 he was the sole director and shareholder?---No. You're talking about the Awabakal one?

30 MR CHEN: Yes.

THE COMMISSIONER: In the minutes you'll see it's called Awabakal LALC Trustees Ltd, that's the company we are talking about.--- Okay.

MR CHEN: Did he ever disclose that as at 8 April 2016, that he was the director and shareholder of that company?---No.

40 Did you know, Mr Green, that in fact shortly after that time, by records filed, you apparently were the director and shareholder of that company on and from 20 January 2016? Did you know that?---No, I wasn't aware of that.

Not at all?---No.

Were you asked to sign some documents confirming that you consented to becoming the shareholder and director of Awabakal LALC Trustees Ltd?---Not that I can recall.

Can you offer any explanation as to how the corporate records record you becoming the director and shareholder?---I can't explain that.

10 Did Ms Bakis ever provide the board any explanation for these arrangements involving Awabakal LALC Trustees Ltd at any meeting you attended?---Not that I can recall.

THE COMMISSIONER: Was there ever any discussion at board level as to the need to establish that company, Trustees Pty Ltd?---Not that I can recall.

20 Did anybody ever give you information as to why it would be desirable to establish Awabakal LALC Trustees Ltd?---Not that I can recall.

Or its purpose?---No.

Mr Green, would you have a look at another document, please, which is volume 11, page 323. Remember I asked you some questions before the break about Able Consulting Pty Ltd?---Able Consulting?

30 Do you remember I asked you some questions about it, Mr Green?---Who is Able?

Well, if you have a look, Mr Green, at page 327 of volume 11, you'll see that it has been signed off by Greg Vaughan, Able Consulting Pty Ltd?---I've got you now, yes.

Have you ever seen this report, Mr Green?---No.

40 You weren't asked to brief Mr Vaughan about any of the matters that are apparently contained within it?---Not that I can recall.

THE COMMISSIONER: Did Debbie Dates ever discuss with you Able Consulting and/or its report, the one before you dated 6 April 2016?---No.

MR CHEN: You know nothing of it at all, Mr Green, is that the position?---No, not that I can recall.

Well, is retaining a company to provide a report in relation to all of these proposals that were before the board something that you'd ever done in your time at the land council?---No.

You would remember something like that, wouldn't you, if you'd done it?---Yeah, I would.

10 And you don't think you did it?---No, I don't think I did it.

So far as you can recall, this report's never been tabled at any board meeting that you've attended; is that the position?---I'd say so, yeah.

Mr Green, I asked you yesterday about another email address that you had, which was an email address Richard@indigenouslands? Do you remember I asked you some questions about that yesterday?---Yeah.

You are familiar with that email address, aren't you?---Not really, really familiar.

Well, you know of it, don't you?---Yeah.

The reason why you give someone an email address is if you want to receive a communication, that's the way you provide it, you provide that address, isn't that right?---Yeah.

30 You provided that address, didn't you, in late April/early May 2016 to enable you to receive some updates about what was happening in relation to Solstice; isn't that right?---I can't recall that.

Well, you do recall, Mr Green, don't you, that there was some ongoing discussion with Solstice in late April/early May of 2016?

40 MR LONERGAN: Objection, Commissioner. My understanding of the witness's evidence was that in November 2015 Solstice was the last discussion that the witness had with anyone in relation to the - - -

THE COMMISSIONER: I think the question related to late April, was it?

MR CHEN: Of 2016, correct.

THE COMMISSIONER: 2016.

MR CHEN: I am putting a different proposition to him. I know that's what he said.

THE COMMISSIONER: I don't think there is anything wrong with that question, Mr Lonergan.

10

MR CHEN: I am not repeating his evidence, I'm putting a different proposition to the witness.

MR LONERGAN: If he's putting a proposition to him.

MR CHEN: I thought that's what I did.

20

Mr Green, you were involved, weren't you, in receiving notification about Solstice in late April/early May of 2016?---It's hard for me to recall that.

Mr Green, I want to show you something. If you look at volume 12, page 225, do you see that there is an email there from Knightsbridge Lawyers to various parties dated 28 April 2016?---Yeah, I can see that.

You can see your email address is there as well, is it not?---Yes, it is.

30

Richard@indigenouslands.com?---Yep.

Can I suggest to you that you received this email and you read it, Mr Green?---I can't recall this.

Can I suggest to you that not only did you read it, but you knew that there were some ongoing discussions with Solstice in late April and early May of 2016. Do you agree with that?---No, I don't agree with that.

40

You just don't remember it, is that the position?---I don't remember it. I don't remember.

Can I suggest to you, Mr Green, that what in fact happened was that Solstice secured some legal advice which was to the effect that the proposed dealings that had been ongoing between the land council and it couldn't proceed without members' approval and state land council approval. Do you

know anything about that?---No, not - - -

In fact, the true position, can I suggest, Mr Green, was that it was Solstice who found out about these controls, not from you telling them but from their own inquiries that they made in May of 2016?---No, that's incorrect.

10 In fact, it was they who withdrew from the negotiations because they wanted to make their agreement conditional upon securing those approvals; isn't that right?---I was the guy that told them in the meeting about the procedure of selling land.

20 I put a different proposition to you, Mr Green, that they were the parties that withdrew from the negotiations in early May of 2016 because they had received legal advice of these limits and they wanted to make any deal conditional upon securing that approval.--- So is this after the meeting at the Knightsbridge lawyers' office where I told them the procedure of selling land?

On your evidence, it would have to be, Mr Green. I am not saying that there's other evidence that's against that, but on your evidence it would be.--- Well, if they are saying things like that that's a bloody lie because I informed them.

30 Now, Mr Green, would you have a look, please, at volume 14, page 203. Mr Green, this is not an email that you received but it's an email that was sent from Ms Bakis to a number of people associated with Solstice. Do you see that?---Yes, I do.

40 I won't trouble you with a lot of it, Mr Green, but the thrust of it is that the board had resolved on 6 May 2016 not to proceed with Solstice - that's the thrust of what it says in the middle - but at the bottom there's some other matters that are referred to that she had been instructed to design the terms of arrangements with proposed developers and investors supporting feasibility studies, et cetera, which are to be presented to a community meeting. Do you see that in the last paragraph?---Yeah, yeah, I can see that.

Do you know anything about that?---No.

Were you giving her those instructions, Mr Green?---No.

Do you know of any other board member that was giving her those instructions?---Not that I can recall.

Mr Green, in the top paragraph you'll see that there's a reference to, "The land council has been working with the minister and her staff with regards to the pilot program for rezoning the local aboriginal land council lands". Do you know anything about that?---Rezoning with the minister?

10

Well, it's a bit more specific. It talks about a pilot program.---I don't know anything about the minister.

You've never been involved with the minister in trying to set up a pilot program for rezoning the land of the Awabakal Local Aboriginal Land Council?---Not that I can recall. Minister? I'd know a bit about that.

20

Mr Green, would you have a look, please, at volume 14, page 198. You'll see there that they are the minutes of the board meeting of the board on 6 May 2016. Do you see that?---Yes.

It records you as being in attendance on that day?---Yes.

30

Mr Green, there seem to be a lot of matters that were discussed at this meeting, but I want to ask you to have a look, please, at page 200. You can see there that there's a reference to Larry Slee: "Larry Slee left the meeting at 12.08pm". Do you remember a meeting around this time where Mr Slee left a meeting part-way through?---Yeah, after a big argument, yeah. I think I do recall that.

If you turn and have a look at the next page, which is page 201, you'll see a resolution has been passed, Resolution 1, that owing to a failure to come to terms with the Solstice Group entities, that the Solstice proposal be rejected. Do you see that?---Yeah.

40

Mr Green, who put that resolution forward?---I can't recall.

What was discussed at this meeting, Mr Green, about what had happened with the Solstice Group and why their proposal should be rejected?---I can't recall accurately, but I don't think we discussed it.

All right. So there is no discussion about it. Who then proposed the resolution in those terms?---I can't say.

Was it you?---I don't think so.

Well, what did you know about the Solstice Group proposal as at 6 May 2016?---I thought they were gone.

10 What do you mean by that? You thought they were gone because of the discussions that you told the Commissioner you had with them in November 2015?---Yes.

You can't say what the other board members had to say, if anything, about this resolution?---Oh, I don't think they would have said anything about it.

20 Mr Walsh has told the Commissioner that he wasn't involved in it. So if you accept that, Mr Green, for the moment, are you able to say who of the others raised this matter?---I can't say because I can't recall that far back. I can recall Mr Walsh walking - Mr Walsh or Mr Slee. Mr Slee, I remember him walking out of the meeting because a big argument broke out. Whether it was on that day or not I'm not really, really sure.

Anyway, you can't assist further; is that the position?---That's right.

30 Mr Green, would you look, please, at volume 15, page 73. You'll see there, Mr Green, that they are the minutes of the board meeting held on 2 June 2016; do you agree?---What's this in handwriting, if you don't mind me asking?

I believe it says, "Hillsborough Retirement Living"?---Yeah, I do remember this. Yeah, the old guy was coming there for years trying to - but I don't remember these words.

40 When you say "this person", you're referring to the entry at point 3, "Mr Cahill handed the board members a proposal", et cetera; is that right?---Mr Cahill - Greg Cahill, is it?

Yes.---Yeah. Yes. Yes, he came there several occasions. He's been coming to the land council for years.

The process that Mr Cahill had adopted was he'd write to the board or to the CEO to request an appearance before the board?---Yes.

He'd present to the board and also present or provide a proposal in writing to the board; isn't that right?---Yeah.

10 And then he would seek the permission or the approval of the board so that he could present to a members' meeting; isn't that right?---That's right.

He had endeavoured to do that for many years, isn't that so?---That's so.

And this was his most recent attempt to do this; isn't that right?---The last one?

Yes.---Yeah, I think so, yeah.

20 He was seeking to purchase land, or one of the lots, in Hillsborough Road; isn't that right?---Yeah, yeah, yeah, it was Hillsborough Road, yeah.

The only two properties that were owned by the land council in Hillsborough Road were the ones at 291 and 295 Hillsborough Road; isn't that right?---Yeah, as far as I can recall, yes.

30 If you turn to the next page, you'll see at page 74 that the board resolved to allow Mr Cahill to present his proposal to the members for Hillsborough. Do you see that?---Yes.

That's the way property transactions should work when they come before the board; isn't that right, Mr Green?---That's right.

40 The board approves it, it goes then to the members for them to sign off on it, in effect; isn't that so?---Yes, then to the State Land Council.

If you have a look a little bit further down, Mr Green, you'll see at point 5, "Despina spoke about resolution that they would like for board to pass". Do you see that?---Yes.

Now, Mr Bakis is obviously in attendance at this meeting,

is she?---Oh, I can't recall. I can't recall.

If you read a bit further on, Mr Green, you can see "Motion", "That Awabakal LALC board agrees to the replacement of Advantage for Solstice for the collaboration and development of the Awabakal Lands Council and the Advantage transactions". Do you see that?---Yes.

10 That motion that has been read has passed?---Well, I remember vaguely about the guy, the old guy - - -

THE COMMISSIONER: No, don't worry about him. We are talking about item 5 now which concerns Ms Bakis.---Yeah, I can't recall it.

MR CHEN: No recollection at all of it?---No.

20 THE COMMISSIONER: Ms Bakis was not a member of the land council, was she?---Well, if you are a member of the land council you've got to be aboriginal.

Right. Well, what's happening here? You've got - in 5 it says, "Despina spoke about resolution that they", whoever "they" are, "would like for board to pass". Then there is a motion put, which seems to be the resolution Ms Bakis was talking about. Do you recall an occasion on which Ms Bakis is putting up a proposal, or putting forward by way of a motion, in those terms?---No, I don't recall.

30 How could that be? How could Ms Bakis ever be in a position to put a motion before the board? Can you explain that?---How - let me think. Let me think here. Yeah, you probably could come in and say, you know, "I'd like you to pass this", and then the board will talk about it, you could probably do that. If we had a Land Rights Act here, we could probably look at the Land Rights Act.

40 Yes, but what is a non-member doing bringing forward for consideration a motion for the board of the land council? That person is not a member. How can that be?---Well, you could write a letter.

Okay.---And ask the board to consider it.

In this case the motion is actually put, the one that Ms Bakis is speaking about seems to have been actually put by J Quinlan, seconded by Lenny Quinlan. J Quinlan is

Debbie Dates's sister, isn't she?---Yes.

Do you recall any discussion before the board on this occasion, or any occasion, whereby the land council agreed to replace Advantage for Solstice in the collaboration development of the land council land?

MR CHEN: It's the other way around. I'm sorry, you are quite correct.

10

THE COMMISSIONER: Replacement of Advantage for Solstice for the development of the land council's lands? Do you remember a motion in those terms?---I can't recall it.

MR CHEN: Mr Green, the proposal that you ultimately signed for Advantage included the sale of the properties 291 and 295 Hillsborough Road, Warners Bay, did it not?---Yeah, as far as I - as far as I can - yeah.

20

So if you look at these minutes and you assume for the moment they are correct, Mr Cahill has been attending the land council over many, many years, presents a proposal to purchase one or other of 291 or 295 Hillsborough Road, Warners Bay, the board, according to these minutes, approve his proposal to be presented to a members meeting and two resolutions later you are agreeing to substitute a party to purchase the very same land. How has that happened?---Well, I was trying to explain earlier what happened with this guy.

30

We know what's happened with this guy, it's in the minutes, Mr Green.---No, no, no, you don't know what happened before that, because the board members they didn't want to sell him the land because the big driveway that he wanted to build was - - -

THE COMMISSIONER: Mr Green, we are not interested in the detail about Mr Cahill's proposal.---But it goes back to - - -

40

No, no, Mr Green, you're not running this show.---Yeah, I know.

Just be quiet. Just be quiet and listen to the next question.---Yeah.

MR CHEN: The point, Mr Green, is this, the very same lot

that Mr Cahill has been given approval by the board to present to the members is then handed over to, in effect, be taken away by this Advantage transaction.---I can't recall this, I can't.

I am putting those facts to you now, Mr Green, that you know, because you signed these Advantage agreements, Mr Green, that the lots included the two lots on Hillsborough Road, Warners Bay?---Yes.

10

And Mr Cahill was interested in buying one of those lots, wasn't he?---Yeah, he was.

So why is it, then, the board is telling him to go and present at a members meeting to seek approval for him to secure one of those lots, and two resolutions later you're signing off to permit this to be sold to Advantage?---I can't recall it.

20

Thinking about it now, what could be the possible explanation for that, Mr Green?---Well, there's motions being moved here and seconded. I don't know where these minutes came from.

Assume they are accurate, Mr Green. What can possibly explain it?---I can't explain it.

Well, as at this date, 2 June 2016, who was Advantage?---Who was Advantage?

30

Yes. Did you know?---No, I didn't know.

THE COMMISSIONER: Did anybody tell you who Advantage was, who is behind them, whether they were a company of substance, anything like that, before this resolution went there?---No, I still don't - - -

This resolution is absolutely extraordinary, isn't it?---Well, it would be, yeah, if it happened.

40

Have you ever seen anything like it before? You've got one resolution whereby the proposal that Mr Cahill has put up and a couple of resolutions later the land he was looking forward to advancing goes off to Advantage, along with other parcels of land belonging to the land council?---Well, that's the first time I've seen it happen, yes.

It's absolutely extraordinary, isn't it?---Yeah.

Why did you go along with it? You supported the motion to sell to Advantage a company you knew nothing about. Why would you do such a thing?---Mr Commissioner, I was trying to explain, you know, what happened with that - with the deal with the guy, because of the driveway and all that stuff.

10

Yes.---I don't know --

Yes, thank you for that, but just listen to me. After Ms Bakis spoke and said that they would like the board to pass a resolution, did she ever explain why she wanted to have this motion put up? Did she address it in any way and provide any information for the board to consider as to whether they should go ahead with replacing Advantage for Solstice?---Not that I can recall.

20

Did anyone give an explanation as to who Advantage was and why they should go with Advantage now?---No.

So you were doing this on the blind, were you? Were you just supporting it not knowing anything about Advantage?---Why is it me just supporting it?

I am sorry, I couldn't hear you.---I said I don't know anything about it.

30

You don't know?---No.

You'll have to speak up, I'm afraid I can't hear you.

MR CHEN: I think he said, "I don't know anything about it".

THE COMMISSIONER: But you were there?---Well, the minutes say I was there, but there was things happening with that deal at that time, with the old guy, that I was trying to explain but I haven't got a chance to explain it.

40

Were you at an extraordinary meeting of the board on 2 June 2016 in which Mr Cahill, Mr Greg Cahill, put up his proposal?---I was present at a meeting when he did that.

Right.---But I can't recall the date.

THE COMMISSIONER: Yes.

MR CHEN: What is the thing about Mr Cahill that you wanted to say, Mr Green?---That the two blocks of land - he wanted to build a retirement village and he has been coming there for years, before I even got there, to the land council. He was coming there and the people didn't really want to give him the land because it cut - the driveway that he wanted to put in was cutting the access off to the other block, so they didn't want to do it.

In any event - I'm sorry, you keep going.---Yeah, but I - that's as far as I know. A lot of the stuff happened before I even got there.

All right, but in any event the board considered his proposal at this meeting on 2 June and agreed that it should be put to the members; isn't that right?---I can't recall.

Mr Green, if you just have a look, please, at volume 15, page 95, you'll see that these are the minutes of another board meeting on 7 June 2016. This is some five days after Despina has spoken of this resolution that she wanted the board to pass; it's back before the board again.---The same block?

If you have a look at point 1 of the minutes, you'll see and you can read, Mr Green, it talks about the sale to Advantage.---Yes.

Do you see that?---Yes.

What's the urgency, that is, why, in the space of five days does, the board need to reconvene to consider this proposal?---Look, I can't recall seeing this. I know we was talking about medical centre, aged care, fishing, community benefit, all that sort of stuff, but I can't recall this, seeing this.

What about the meeting, Mr Green? According to these minutes, assuming they are right, Advantage attended to give the board a presentation regarding the agreements proposed to be entered.

THE COMMISSIONER: Do you remember that ever

happening?---No.

There's a few odd things about these minutes, so-called minutes. They are not in the same format as the ordinary minutes, I note.---Well, before you have a meeting with the - - -

THE COMMISSIONER: I am just addressing counsel assisting.

10 MR CHEN: No, they are not, Commissioner.

THE COMMISSIONER: They are not in the same format, they don't list the attendees, et cetera, as in customary form. There is a real question about the authenticity of this document, it seems to me. It bears the date 7 June, the same date as the call option deed that follows it.

MR CHEN: Yes.

20 THE COMMISSIONER: Which was prepared by Knightsbridge North Lawyers. I suppose the question is whether these minutes were prepared by Knightsbridge North Lawyers and not by a member of the land council.

MR CHEN: They are certainly handwritten minutes, Commissioner, and the involvement of others I can't say immediately, Commissioner. There is certainly an issue about how it came about and what's recorded within it.

30 THE COMMISSIONER: Just so that we know - we'll flag this for an issue that will arise - do the handwritten minutes reflect on the authenticity of these typed minutes, or not?

MR CHEN: Largely, Commissioner.

THE COMMISSIONER: Favourably or unfavourably?

40 MR CHEN: They seem to coincide and they do record attendees and they do record when the meeting was opened. It is in the form which, my recollection is, is consistent with perhaps Nicole Steadman's handwriting, although I would need to check that, Commissioner.

THE COMMISSIONER: All right. Perhaps flag that for further attention. Yes.

THE WITNESS: Can I just ask - like, you said it was seven

days after.

MR CHEN: I think I said five.---Five days. Well, I think in the Land Rights Act you've got to give a seven-day notice to have another meeting, an extraordinary meeting. You would have to have an extraordinary meeting for this sort of stuff.

10 Were you a party to requesting this board meeting, Mr Green?---Not as far as I can remember, no.

Do you know who asked or who required the meeting to occur?---No.

When it came about, did you ask any questions about, "Well, why are we having this meeting?"---Well, I can't remember.

20 You know nothing about this meeting and apparent presentation by Advantage on this day?---Not that I can remember.

Do you remember signing agreements, Mr Green, following this meeting involving Advantage and the land council?---Oh, I can't remember that either - I can't remember.

30 Absolutely no recollection? Mr Green, this is at around the time that there's talk that the minister may appoint an administrator to this land council. This is a very substantial transaction, Mr Green, and you'd say to the Commissioner you can't recall any of it?---No.

Are you agreeing with me, you can't recall any of it?---No, I can't recall it. I can't remember.

Well, I'm going to have to assist you, Mr Green, and show you some documents.---Okay.

40 It's a fairly substantial transaction that the board agreed to enter into, and you signed the agreements, Mr Green. Let's have a look. If you look at volume 15, page 98. Do you see that's a call option deed dated 7 June 2016?---Yes.

If you have a look, initially at page 101, you can see that it's discussing the sale of or the granting of an option to purchase properties on the terms and conditions referred to: that's recital B. Do you see that, Mr Green?---Yes.

If you have a look at the schedule which is referred to, which is at page 109, you can see that the parties are the land council and Advantage Property Syndications Ltd?---Syndications?

Do you see that?---Syndications? Who is Syndications?

10 If you look at page 111 you can identify one person, at least, as being a gentleman called Hussein Faraj.---Hussein. Yes.

THE COMMISSIONER: Have you met that person?---Yes, I have met him, Hussein.

Who introduced you to him?---I think Nick did.

Nick Petroulias?---Yes.

20 MR CHEN: When did he introduce you to him, Mr Green?---Oh, going back a bit now. I can't recall when, a date, and where.

THE COMMISSIONER: Was it about this time, June 2016?---No, it would have been before that, I think.

Yes. What, a few days before, a few weeks before, or don't you know?---No, it would have been months before, I'd say.

30 How did that introduction come about? Just tell us about the introduction between Petroulias and Mr Faraj.---I can't even remember where it was.

Was it over a cup of coffee, or what was it, in an office, or where did it take place? Where did you meet him?---Oh, I can't recall.

40 I will make it easier for you. Was it in the city or was it out in the suburbs somewhere?---No, it wasn't in the city, I don't think.

So it was in the suburbs, was it?---Yeah, somewhere out there.

Of Sydney; is that right?---Yeah.

And how did he introduce him? Did he introduce him by

occupation or what did he say?---Oh, that he owned chicken shops and all that sort of stuff and that he was a - was a - he was connected to a lot of investors.

Property investors?---Property investors, yeah.

Why did he suggest you meet him, or why was he introducing you to him, as you understood it?---Because of that reason, he could help us - - -

10

I can't hear you, I'm sorry, you have to keep your voice up.---Because of that reason, that he knew - he knew people who could invest.

All right. Was he putting them forward as a potential investor in the aboriginal land council properties?---Yeah.

Right.---Yeah.

20

And what happened after the introduction then? How did it go forward from there?---We met on a few occasions.

Again, please keep your voice up. I don't mean to keep asking you to do that, but if you would just bear it in mind. Yes, sorry.---Yeah, we met on a few occasions after that, probably out at Nick's house or something, and just discussions about, you know, developing land, what he could bring into the table and all that sort of stuff, yes.

30

MR CHEN: Just on this call option deed, Mr Green, you can see that on page 111 it has been signed by Debbie Dates.---Yeah.

And if you turn to the next page, Mr Green, volume 15, page 112, you can see that in fact - and if we keep scrolling through to page 115 - there are some 30-odd lots or properties of the land council being the subject of this agreement. Do you see that?---Yeah, I see, but I've never seen it before.

40

Mr Green, the land council's office is at 127 Maitland Road, Islington, is it not?---Yeah.

This call option agreement that the board apparently resolved to execute involved selling that property, did you know that?---No, I didn't know that.

Didn't know that?---Why would we sell the property?

The board, of which you were the deputy chairperson, resolved to do it, Mr Green, so perhaps you can answer your own question.---No.

10 Mr Green, if you look at this schedule, there's approximately 30-odd properties or lots of the land council which are tied up in this call option agreement, which is almost the entire property portfolio of the Awabakal Local Aboriginal Land Council; isn't that right?---That's right.

So this call option agreement that is being signed by Ms Dates and apparently approved by the board was offering to give them all over for \$30 million. Did you know that?---No, I didn't know that.

20 Let me just give you some context, Mr Green. The Solstice agreements that I took you to earlier had about 18 or 19 lots - - -?---At the same - - -

At the same price.---And the same land.

The same land. But now this Advantage call option agreement has increased the property lots by 11 or 12 properties but the price remains the same. Can you give an explanation as to how that has come about?---No, I can't. I'm not a - - -

30 Is it a good buy or a bad buy for Advantage?---So, what, they have gained money here or lost money?

Well, what has happened, Mr Green --

40 THE COMMISSIONER: This is completely extraordinary, isn't it, that you find now that the post office is thrown in with all the other properties and made subject of this call option? It's absolutely extraordinary, isn't it?---Yeah, I've never seen this before.

Do you remember the board ever authorising Debbie Dates to go ahead and sign up to this?---No, I don't.

You see, on page 111 of the call option deed you'll see Debbie Dates's signature there and just above her signature there is a reference to "Owner". Under the contract the Awabakal Land Council is the owner. She's signing there

and it says "With authority". Did the board ever give her authority to enter into this call option deed dated 7 June 2016, that you are aware of?---No, not that type of agreement.

You say no?---No.

10 As to Mr Hussein Faraj, do you know whether he's a man of straw or whether he's got any money, or any assets?---Well, I know I've been to one of his chicken shops.

He's got a chicken shop, has he. What else has he got?---Well, he flies overseas a lot - - -

But do you know what his assets are? Has he got any, do you know whether he's got any?---No, I don't know.

20 Was that ever discussed among members of the board as to whether or not Hussein Faraj was a businessman they could safely do business with? Was there any such discussion?---I remember him coming up to Newcastle to a couple of community meetings, trying to get in to do the proposal that he wanted to do, but big arguments broke out on about three occasions and no-one could get him there. I remember that. Dates - I don't know what dates.

30 Did Mr Hussein Faraj present to you as a sensible, balanced individual, or did he present as rather erratic and unstable?---He talks a while a minute.

He talks what?---A mile a minute.

Did he appear to be a well balanced, sensible sort of fellow or did he appear to be quite weird and erratic? Not to put too fine a point on it, how did he strike you?---"Wamba", "wamba" means mad in aboriginal.

Sorry?---"Wamba".

40 I'm sorry?---"Wamba" means mad in aboriginal.

Is that how he struck you?---Oh, he talked a lot. You couldn't get any - a word in, yeah.

THE COMMISSIONER: All right. Yes, Mr Chen.

MR CHEN: I take it, Mr Green, that so far as you know no

form of due diligence at all has been undertaken by or on behalf of the board to work out whether this is a good deal or a bad deal for the local aboriginal land council?---No, we never talked about all this land.

More specifically, the board never undertook any form of assessment, for example by getting valuers, professional advisers to tell you whether it's a good deal or a bad deal, did it?---No.

10

Just by doing a straight comparison, Mr Green, Solstice were prepared to buy 18 or 19 lots of the land council for \$30 million, but somehow now Advantage get to buy 30 for \$30 million. Can you offer a sensible explanation as to how that could possibly have happened?---Well, it wasn't discussed by the board, what, are we going to lose blocks of land for the same price?

20

Well, that's what Ms Dates has signed?---Yes, it looks like it.

Where did the identification of all these properties come from, Mr Green? Do you know anything about it?---Apparently these days, I don't know, I'm not a computer whizz or educated, but you can Google all the land in every aboriginal land council around New South Wales. You can Google it now. I've never Googled, because I can't Google, and it tells you the lots, the size of the land, where it's situated at. This is what I've been told by people.

30

Mr Green, I'm asking something a bit more specific. I want to know whether you can assist the Commission in explaining how it is that 30 of the land council's properties end up in this call option agreement.---I can't explain how it came here, but if it would have come over the table in front of me, I would have ripped it up.

40

Mr Green, have a look, if you would, please, at volume 15, page 135. You'll see that there's a document called a "Collaboration Agreement", "Awabakal Economic Advancement Strategy". Do you see that?---Yeah.

If you look, please, at volume 15, page 157, you'll see that your signature appears down the bottom as signing as the authorised officer of the trustee. Do you see that?---Yeah, I do see that.

And the trustee is in fact Awabakal LALC Trustees Ltd?---Yes.

Why were you signing it in that capacity, Mr Green?---Again, I didn't know that it was in - all that stuff was in there.

Well, who presented this to you to sign?---It would have been Nick.

10

Do you know whether it was Nick or was it Ms Bakis, or you don't know?---No, it wouldn't have been Ms Bakis.

Why do you say that?---Because she never handed us any documents to sign.

So Mr Petroulias has handed this over and, what, you've just signed it?---Well, like we always did, he just folded over the page and, you know, "Sign this, sign this".

20

What does this agreement apparently do?---Well, I haven't seen it all the way through.

Well, your signature is appended to the last page of it as the officer of the trustee. Did you not care to look at the front page at all?---No.

Did you not inquire of Mr Petroulias, "Why am I signing as a trustee"?---No, I never - never asked him.

30

If you look at the top you can see Ms Dates's name and signature.---Yes.

Did you speak to Ms Dates about why this agreement was being signed?---No.

Mr Green, would you have a look, please, at volume 15, page 160. You can see there is an agreement addendum regarding community housing, Awabakal economic advancement strategy.---Yes.

40

Do you recognise that document, Mr Green?---No.

I'm sorry, did you say "no"?---No.

Have a look at the next page, if you would. Mr Green, you can see your signature appears on it?---My signature has

been appeared on a lot of documents that I don't agree with it.

Right. Well - - -?---I keep saying that.

THE COMMISSIONER: Does that look like your signature?---It looks like it, yeah.

10 MR CHEN: If you look above it, you can see what appears to be Ms Dates's signature as well?---Yes.

If you look above the heading "Nominee", that appears to be Ms Bakis's signature, does it not?---Well, I think that's - yeah, I've seen that, yeah, yeah.

Did she explain to you what this document was about?---Not that I can recall.

20 Well, why were you signing it?---I don't know.

I'm sorry?---I don't even know if I signed this.

THE COMMISSIONER: Is this another example of you doing something not knowing what you were signing in order to assist Mr Petroulias?---Not to assist Mr Petroulias.

30 Well, why did you sign it on the blind, as it were, not knowing what you're signing?---Like I keep saying, you turn the page, turn the page, "Sign this, sign this".

In the case of this particular agreement, you signed it, I take it, at the request of Ms Bakis; is that right, or not? Her signature's on the document.---I can't recall who give it to me.

Do you remember whether she said anything to you before you signed it, about the document?---No, none of the documents got an explanation that we signed.

40 MR CHEN: Were you given any advice about these documents, Mr Green?---No.

Was any written advice provided to you or to the board, so far as you can recall?---No.

Well, would you have a look, please, Mr Green, at volume 15, page 162. Do you recognise that document,

Mr Green?---No.

You can see down the bottom what appears to be your signature.---Pretty funny signature.

Well, it appears to be yours, doesn't it?---It looks a bit like it, yeah.

10 You don't recall signing this document, Mr Green?---I don't remember reading it.

Well, you can see from heading it purports to be a confirmation of variation of retainer and engagement. Do you see that?---Yes.

Did you have some discussions with Ms Dates and Ms Bakis about agreeing to a different fee agreement with Ms Bakis?---No.

20 See, this fee agreement also requires assets of the land council to be charged in favour of Knightsbridge North Lawyers for their fees. Do you see that in clause 4?---It would take me a week to read this.

I will withdraw the question and put it a different way. Mr Green, was there any discussion at all about you having authority to sign this agreement at any board meeting that you went to, including the one on 7 June 2016?---No.

30 What about Ms Dates?---No.

Did Ms Bakis ever tell you what the effect of this document was that apparently you signed?---No.

Mr Green, would you look, please, at volume 15, page 166. Do you recognise that as a fee proposal from Forlife Development dated 13 June 20 of 16?---Forlife Development? I can't recall seeing this one.

40 Would you have a look, please, at volume 15, page 171.---Yes, I signed it again, by the looks of it.

You can see next to that signature what appears to be Ms Dates's signature?---Yeah.

And to the right of your signature appears to be Ms Bakis's signature?---Yes.

Do you know who Forlife Development is?---No.

Was there any discussion at all between you and Ms Dates about Forlife Developments and what their role would be?---No.

10 Did Ms Bakis ever give you or any other board members at any board meeting you attended any advice about what this agreement involved?---No.

Do you know what it involves?---No.

Were you aware that it was contended by Forlife Development that upon the signing of this agreement in June of 2016, there was an immediate liability in the land council to pay it the sum of \$300,000? Did you know that?---No.

20 Did anybody ever explain it to you at any point, that that was the effect of signing this agreement?---No.

Mr Green, would you look, please, at volume 16, page 131. Do you recognise that document, Mr Green? I'll show you the second page as well, page 132. Do you recognise that document, Mr Green?---No.

You recognise, of course, your signature appears down the bottom?---Yeah, I do.

30 As the trustee.---Yes.

You can see Ms Dates's signature as well?---"Owner", yeah.

Do you see that? Who presented this to you to sign, Mr Green?---I can't recall.

40 THE COMMISSIONER: At the bottom of page 132, the signatures include Knightsbridge. Is that Ms Bakis's signature?---Pardon?

On page 132 that's on the screen, you will see a number of names and signatures. The last one says "Knightsbridge"?---Yeah.

Do you recognise that signature?---Yeah, it's - yeah.

Whose signature is it?---Well, I'll say it's Despina's.

Sorry?---Despina.

I can't hear you.---Despina.

Ms Bakis?---Yes.

THE COMMISSIONER: I will take the lunch on adjournment at  
this point, Mr Chen.

10

Mr Green, we are going to take the luncheon adjournment.  
We will resume at 2 o'clock. If you could be back here in  
time for that, thank you. I will adjourn.

LUNCHEON ADJOURNMENT

[12.56PM]

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