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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE PETER HALL QC
CHIEF COMMISSIONER

PUBLIC HEARING

OPERATION SKYLINE

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TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON FRIDAY 17 AUGUST, 2018

AT 9.30AM

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This transcript has been prepared in accordance with conventions used in the Supreme Court.

THE COMMISSIONER: Yes, Mr Chen. Are you ready to proceed?

MR CHEN: Yes, Commissioner.

THE COMMISSIONER: Yes, Ms Dates there? Thank you, Ms Dates. Ms Dates, we'll administer the oath again to you this morning, Thank you, if you'd take the Bible.

THE COMMISSIONER: Thank you, Ms Dates.

MR CHEN: Ms Dates, during your time as a board member of the Land Council, you know that there was a sale of property involving Olney Road, Adamstown, did you not?---Yes.

- 10 And that had been a transaction that had commenced, if not in 2012, around 2013 onwards. Is that about right?---Yes.

And the process, namely securing ultimate approval by the NSW Aboriginal Land Council, only came through in the early part of 2015, did it not?
---Yes.

And the solicitor who was acting for the Land Council during the course of that transaction was a Mr Ian Sheriff, was it not?---Yes.

- 20 You knew, Ms Dates, did you not, that the process to effect a sale of Land Council land involved a number of steps, did it not?---Yes.

And the first step of course would be for the board to resolve by resolution that the property be the subject of a proposed sale?---Yep.

That thereafter that would be referred to the members of the Land Council for their approval?---Yes.

- 30 And you knew, didn't you, pursuant to the Aboriginal Land Rights Act, that that required members of at least, well, 80 per cent of members to approve that transaction?---Yes.

Once that members' approval had been achieved, it would then be the subject of further consideration by the NSW Aboriginal Land Council, isn't that right?---Yep.

And you were well aware of those procedures, regulatory procedures, at all times that you were a board member, I take it?---Yes.

- 40 Now, Ms Dates, I want to ask you some questions about a board meeting that occurred on 31 October, 2014 of the Land Council. Do you remember going to a number of meetings in the latter part of 2014?---I think so.

Do you remember going to a board meeting on a particular occasion when a gentleman, perhaps of Torres Strait Islander background, as well as an Asian gentleman presented to the board?---Yes.

And do you remember the names of each of those individuals who presented?---No.

Do you remember that they presented a proposal, that is they handed out and distributed a proposal that they talked about during the course of this meeting?---I can't recall.

Well, I'll just have brought up on the screen, if you would, volume 2, page 67 and see whether this assists in your recollection at all.---Yes.

10

Do you remember receiving that material when those two gentlemen presented to the board?---Yep.

And the gentleman who was of a Torres Strait Island background, his name was Cyril Gabey?---Yeah, that's him.

And do you remember the other fellow's name was Omar?---Yep.

And do you remember where they were from?-- - No.

20

In any event, they discussed the proposal during the course of that meeting, did they not?---Yes.

And they gave a little bit of background about what, if the board was satisfied, they would be prepared to do. Is that right?---Yes.

And in particular they were interested in five particular lots, weren't they, of the Land Council?---I can't recall how many. I know they come to the board meeting.

30

You know they were from an organisation called the Indigenous Business Union though, don't you?---Yeah.

Now, do you remember during the course of this meeting that Mr Green declared that he had an interest?---Yeah, I think so, yeah.

And do you recall that in fact the interest that he declared was that he knew Cyril Gabey?---Yes.

40

But that was the extent of what he disclosed to the meeting in terms of the interest as he described it?---He just, he just declared a conflict of interest, that he knew Cyril.

Now, following this – Mr Hancock, can I suggest, took the minutes of this meeting?---I don't know. There was a lot of people that took minutes, it was changed all the time, but I can't recall.

Well, I'll just show you the minutes if I can. So it's volume 2, page 64. And do you recognise those as the minutes of the meeting of the board on 31 October, 2014?---Yeah.

And you can see who's attending, et cetera, and who the minute taker was. ---Yeah.

And that was Mr Hancock.---Yes.

10 Now, you can see at point 3 that there's a development proposal discussed. Do you see that?---Yeah.

Would you just be kind enough to read that to yourself, Ms Dates.---Yeah.

And if we just move to the – I should ask you, does that record accord with your recollection of broadly what went on during the course of this meeting?---Yes.

20 So if you just have a look, please, now at volume 2, page 65. You can see that there was a resolution at point 7. Do you see that?---Yeah.

Does that resolution accord with your recollection of what occurred at the meeting?---Yes.

And of course you can see there that you moved the motion?---Yeah.

And that was seconded by Mr Walsh?---Yeah.

30 Now, Ms Dates, you've got no doubt, do you, that these minutes are anything other than accurate because you've signed them, have you not, down the bottom?---Yeah.

And you would only have done that if you were satisfied that they accurately recorded not only what was discussed at the meeting but what was resolved?---Yeah.

Now, Ms Dates, there was no discussion at all or even reference to a company called Gows at this meeting, was there?---No.

40 There was no discussion or even reference to a company called Gows Heat, was there?---No.

There was no proposal at all put before the board at any time involving Gows or Gows Heat, was there?---Not in that meeting.

Well, not ever, was there?---I can't recall.

Well, let's just focus on this meeting for the moment. You're satisfied, are you not, that at no stage during the course of this meeting was there any suggestion or mention of this company Gows Heat. Isn't that right?---Not at that meeting.

Now, would you have a look, please, Ms Dates, at volume 2, page 12 and these appear, do they not, to be resolutions of the board of the Land Council?---Yes.

10 And they appear to record the resolution that I've drawn your attention to from the minutes, which was described in the minutes as point 7, but it's a development proposal relating to IBU?---Yes.

And I think it's accurate to say, well, it is accurate to say that that resolution accurately records what's in the minutes, do you agree?---Yes.

You can see just on this point that what was proposed was to be a sale. Can you see that?---Yes.

20 And that if some agreement was reached it would be put to members, isn't that right?---Yep. That's the next move.

I'm sorry, I missed that last bit.---That's the next move to the members.

But to be clear, at no point ever was any proposed contract of sale or any agreement with IBU ever moved forward, was it, during that time that you were on the Land Council board?---No, no.

30 Now, Ms Dates, I want you to have a look at some other material as well. So, it's volume 2, page 62, and I want you to accept for me for the moment, Ms Dates, that this is a copy of the handwritten minutes of the board of the Land Council, particularly for the date 31 October 2014. Do you see that at volume 2, page 62?---Yep.

And you can see that there is an introductory matter such as when the meeting was open, who attended and the apologies, et cetera. Do you see that?---Yep.

40 And you can see on the right hand – sorry, you can see there's a presentation and I think the word is Cecil or Cyril?---Cyril.

Cyril, yes. And if you look to the right you can see Richard Green declared interest.---Yep.

And I've asked you about that already.---Yes.

Now, if you go down, please, to the next page, you can see that this is a continuation and some writing has been crossed out at the top. Do you see that?---Yep.

And if you just look at the first paragraph that has not been crossed out, it starts with the word, "Propose," and if you just read that to yourself for the moment, the first line. Have you read that first line, Ms Dates?---Yes. "Propose a, a contract of sale to" - - -

10 All right. Just pause there. Mr Hancock has given evidence before the Commission that that is his handwriting. That is to say, at least the commencement of it, and that it should read, "Propose a contract of sale to IBU". Just accept for the moment, Ms Dates, that that's Mr Hancock's evidence before the Commission about what he wrote during the course of that meeting. And what he's also told the Commission, Ms Dates, is that before, you can see the letters, "IBU," can you?---Is that after the contract of sale?

20 So it's on, just put the hand near it. Do you see, "IBU," on the first line? ---Yep.

He says that before that there's initials or something, "GE," that is not his handwriting. Do you see that?---Yep.

Is that your handwriting?---No.

Do you know how that got there?---No.

30 Did you ask somebody to put that there?---No.

Now, if you look after, "IBU," Mr Hancock has told the Commission that that appears to be, sorry, the first, that is not his handwriting and that appears to be a word Gow or Gows. Do you see that to the right?---Yep.

And he says that that is certainly not put there by him. Just accept that for the moment, Ms Dates. Did you put that there?---No.

Did you ask somebody to put that there?---No.

40 Do you know who did?---No. I know John Hancock had a habit of taking this minute book home.

Well, he's told the Commission that - - -?---Plus it's in the minutes.

I'm sorry?---It's, it's in the minutes where he was told not to take the minute book home.

In any event, you're not suggesting, are you, that he's – well, I withdraw that.---No, no.

You're not suggesting that he's inserted or had somebody else insert that in, are you?---No, but I let the courts know that John Hancock had a habit of taking the minute book home.

10 THE COMMISSIONER: Was he a competent minute taker in your experience?---No. He changed it all the time and Jaye Quinlan, she'd take the minutes.

What do you mean he changed it all the time?---Well, it's changed all the time. Probably, say John Hancock would do it for two weeks.

I see.---And then it'll change again and - - -

I see. Well, did they both do a reasonable job as taking minutes?---Yes.

20 Thank you.---Oh, Jaye, Jaye Quinlan got sick. She lost her leg and, got diabetes and, yeah.

What about Mr, what's his name?

MR CHEN: Hancock.

THE COMMISSIONER: Mr Hancock?---Yeah, he took the minutes.

Yes.---Yeah.

30 He did a reasonable job?---Yeah.

All right.

MR CHEN: Well, what is clear, Ms Dates, is in any event this handwritten notation, you can look down a bit further on the screen where it talks about what was resolved, is accurately transcribed into the minutes?---Yeah.

40 Now, Ms Dates, I want to just ask you to have a look at something else if you would. So it's volume 2, page 66. Now, Ms Dates, I want you to assume that somehow this resolution appears in the minute book of the Land Council, the board of the Land Council minute book. Do you know how that got there?---No.

Have you ever seen this resolution before?---After Cecil and them left I can remember Cows [sic] come and doing a proposal to a, to a board meeting but where's, where's that?

So what did you say, cows?---Gows.

Gows did come. Is that your evidence?---Yeah, they did come and do a proposal.

And when do you say that occurred?---I can't remember but it should be in the minutes where they did do a proposal.

Well, when you say - - -?---But it wasn't accepted. It didn't go through.

10 Let's assume it's not in the minute book, Ms Dates. Would you accept that your recollection is mistaken?---I don't know. I can recall them coming to a meeting and doing a proposal but I don't know how it got there in that same, that minutes, the same board meeting.

Well, let me just finish this minute first.---My signature's there.

What is clear though, is it not, Ms Dates, is that Gows did not present on 31 October, 2014?---I can't recall the date.

20 THE COMMISSIONER: No, but I think you've been taken to the minutes and based on what you have seen about the meeting of 31 October, in other words you're not being asked this question just relying on your own memory but having seen the minutes and - - -?---Yeah, I know nothing of that minutes.

MR CHEN: Well, just so it's clear, Ms - - -

THE COMMISSIONER: Sorry, when you say that minute, the minute that's on the - - -?---I remember like I said, Gows - - -

30 Are you talking about the minute that's on the screen?---Yeah, the one that's on the screen. I can recall Gows coming to a board meeting but not that board meeting.

MR CHEN: Well, knowing what you know now and having seen the minutes of 31 October, 2014, both the handwritten and the typed minutes, this resolution is plainly a false one, is it not?---Yes.

40 And you don't know how it got there, into this minute book?---No.

You don't know who created it?---No.

You weren't asked to create it?---No.

Well, let's come back to just this point you said that Cows or Gows presented to the board. Who are you referring to when you say Cows or Gows?---Nick.

And when you say Gows presented to the board, is in truth what you're saying that Nick presented to the board?---Yes, a presentation.

And I'll take you to these minutes later but Mr Petroulias certainly attended a meeting on 8 April, 2016 and did, according to the evidence before the Commission, discuss a number of property proposals. Is that what you're referring to, Ms Dates, when you say that Gows presented?---A proposal. I couldn't recall because we had about like I said, nine to 10 developers come through the Land Council with proposals so - - -

10

Well, Ms Dates, is really what you're saying that when Gows or Cows came along, all you're saying is that Mr Petroulias came along to speak, is that right or not right?---Yes.

And just so it's clear, Ms Dates, there was never any board resolution to support a sale at any time to Gows, was there?---Not a sale.

Or anything.---There was a proposal put to the board.

20 Are you saying a proposal put to the board by Gows?---Yes.

And that will be in the minutes, surely.---Yes.

No doubt about it?---Yes.

And if it's not in the minutes, then plainly your recollection is wrong, is that right?---No, it couldn't be wrong because a lot of stuff was chucking out of the Land Council, a lot of minutes, a lot, a lot of paperwork was removed, so I can recall that Gows did come and do a presentation.

30

THE COMMISSIONER: What presentation?---To propose the development of some of our land.

Which land?---Warners Bay Road, Waratah, about five lots of our land. Could be more. Don't know.

MR CHEN: And you can't say when this was?---No.

40 You don't know whether it's 2016 or 2015?---Can't recall. But I, I do know they did a presentation.

Well, Ms Dates, as I understood your evidence yesterday, you were careful as a chairperson to ensure that if indeed matters were discussed by the board it would be within the minutes.---Yeah.

And if proposals or material came before the board, that too would be noted.---Yeah.

And that you would ensure, consistent with your obligations as the chairperson, the accuracy of the minutes by checking them before you signed them and approving them as accurate records of what happened at any particular meeting, isn't that right?---You've got to do that. You've got to do that at every meeting. All the, all the board reads through them and then they get approved and then I sign off.

10 And so surely consistent with what you've told the Commission yesterday and just a moment ago, the Commission will be able to look through the minutes and find this presentation, surely.---Yes.

MR O'BRIEN: Sorry, can I just raise to ensure there's no possible miscommunication here? It was established clearly by Counsel Assisting that Ms Dates recognised Gows and Mr Petroulias as the same entity. I think it needs to be clearly established that what, what's being discussed as this proposal by Gows is not the proposal by Petroulias, Mr Petroulias.

THE COMMISSIONER: Sorry, I'm not with you.

20 MR O'BRIEN: Well, if Ms Dates is of the view that Gows was effectively Mr Petroulias, then the presentation by Mr Petroulias in relation to land proposals may well be what she's been saying was the presentation by Gows or the agreement with Gows or whatever it might be made of, and I think that that may have been lost in the last series of questions.

30 MR CHEN: Well, Commissioner, I apprehend precisely what my friend is saying and I've approached it by linking it together. I haven't taken it because I don't want to move chronologically ahead. But, secondly, I'm establishing it in other ways. I understand what my friend is saying and that's what I understand her to say, that they are interchangeable or indistinguishable or one and the same, however you like to put it.

THE COMMISSIONER: Mr O'Brien, your point's been noted and it's obviously going to be, it won't be lost. Counsel Assisting will be mindful of the point you make in future questioning.

MR O'BRIEN: Well, that's why I didn't raise it earlier. Thank you.

40 THE COMMISSIONER: Yes. No, that's right.

MR CHEN: I can assure my friend I've accepted the accuracy of what he has said, of course, and that's what I understand her evidence to be but I don't want to move ahead.

THE COMMISSIONER: No, that's all right.

MR CHEN: Thank you.

THE COMMISSIONER: All in due course.

MR CHEN: Thank you. Now, Ms Dates, sorry, I just want to finish off this resolution if I can. I'll just have it brought back up onto the screen. Ms Dates, that resolution is plainly a false one, is it not?---I think so.

Well, there can't be any doubt about it, Ms Dates, because there's a meeting that you attended and you signed off the minutes recording a resolution to a completely different entity than this one.---Well, it must be, yeah.

10

THE COMMISSIONER: Must be a false - - -?---Yes.

A false resolution.

MR CHEN: And you're unable to offer any explanation as to how this has ended up in the minutes book of the board of the Land Council, is that the position?---Yes.

20

But you say it's got absolutely nothing to do with you?---No.

You're agreeing with me, it's got nothing to do with you?---No, nothing to do with me.

Now, Ms Dates, would you be good enough, please, to have a look at volume 3, page 123, and you'll see there's a document called Heads of Agreement, dated 15 December 2014?---Yep.

30

And if you look at the next page, 124, please, you can see that purports to record an agreement between Gows Heat and the Land Council, do you see that?---Yep.

And I'll just show you the last page of that agreement. So, it's page 128. You can see that's been signed by Richard Green on the one hand, and a person called Jason Latervere on the other. Do you see that?---Yep.

And during your time as board member of the Land Council, had you ever seen this agreement, Ms Dates?---No.

40

Ms Dates, you can see from the face of the document that it appears to have been signed on or around 15 December 2014.---Yep.

You would accept, would you not, in light of the evidence we've just gone through, that this is plainly a false agreement, is it not?

THE COMMISSIONER: Just go back to the beginning of the document, so the witness can see it again.

THE WITNESS: Why, why is Richard Green's signature there?

MR CHEN: Well, don't worry about that for the moment. But you accept, don't you, that the board had no resolved to sell anything to Gows Heat at the meeting of 31 October 2014, isn't that right?---That's right.

And your evidence was they hadn't even presented at that meeting, isn't that right?---Yeah, that's right.

10 And I take it the board had not provided a resolution to support this apparent heads of agreement, isn't that so?---Yeah.

You're agreeing with me, aren't you?---Yes.

This is a completely unauthorised agreement, isn't it, Ms Dates?---Yep.

Mr Green never had authority to sign that document, did he?---No.

20 Mr Green was duty-bound to secure any authority before signing any document on behalf of the Land Council, was he not?---He's only deputy chair.

I'm sorry?---He's only deputy chair.

Yes, but just, my question - - -

THE COMMISSIONER: So, the point is, he would have needed board approval?---Yes.

30 To - - -?---Sign that.

In principle, agree to enter into a contract for the sale of Land Council land to Gows Heat?---Yep.

MR CHEN: And he would also need, assuming he had board approval, to return the document and table it at a board meeting to confirm that he had carried out the instructions of the board, would he not?---Yes.

40 And this agreement, can I suggest Ms Dates, was never tabled at any stage at any board meeting of the Land Council, isn't that right?---I don't - no.

Are you agreeing with me?---Yes.

THE COMMISSIONER: So, you're following the time sequence here? You've been taken to the minutes of 31 October, 2014. We're now looking at a document that bears date 15 December, 2014, and what's being put is at no time in that period did the board ever meet and resolve to enter into an agreement such as you see on the screen. That's what's being put. You understand that?---Yes.

And do you agree that, in that period, there was no resolution by the board or even consideration by the board of the agreement that you see dated 15 December, 2014?---Don't think so.

Well, you have no recollection of it?---No.

And you were the chairperson in that period?---Yes.

10 And you attended all the meetings of the board in that period?---Yes.

So you have no recollection of that agreement ever coming before the board in that period, is that right?---Not that period.

No.

MR CHEN: Or at any time, Ms Dates, isn't that the position?---Like I said, Gows did a presentation but I can't remember the dates.

20 We might be at cross purposes here, Ms Dates. What I'm suggesting to you is there's never a resolution to support any sale of any form of property to Gows by the board. Isn't that right?---Not sale. Not sell, not to sell it.

And the board had never resolved to enter into any form of agreement with Gows, isn't that right?---Can't recall. You'd have to look at the minutes where they done their proposal. To the next step, you go to the members.

THE COMMISSIONER: But you have no recollection of an agreement of any kind being entered into with Gows by the board, with board approval?
30 ---Um - - -

Is that right?---No, I can't, can't recall that.

No.

MR CHEN: Now, Ms Dates, you're obviously now aware of this agreement and the name Gows, are you not?---Yes.

40 And putting to one side the date at the moment, when you suggest that Gows made a presentation to the board, I want to ask you some questions confined to this period at the end of 2012. Do you understand?---Yeah.

Now, Ms Dates, I take it that consistent with what you've told the Commission earlier, that you never gave any instructions to authorise the preparation of this agreement, is that right?---No.

Are you agreeing with me?---Yes.

You did not give those instructions?---No, I never gave no instructions.

Yes. So if Ms Bakis suggests that you gave her instructions to draft this Gows Heat agreement, would that be true or false?---That would be false.

Because as you told the Commission, certainly at this point in time you'd never even heard of them.---No, I'd never heard of them.

10 Did you ever have a meeting with Mr Green and Ms Bakis and potentially Mr Petroulias where matters about Omar Abdullah and Cyril Gabey were discussed?---Yes.

And did that happen in December of 2014?---Yeah. Yes.

Where was that meeting that you had with them?---It was at the Land Council.

20 And what was the purpose of that meeting?---Can't recall. I can't remember.

Why were you asked to attend a meeting?---Because I was the chairperson.

Well, what did they want you to do at the meeting? Did they tell you? ---Can't remember.

THE COMMISSIONER: Who invited you to go to this meeting?---I think it was Richard Green.

30 Did he tell you what the meeting was for before the meeting?---Can't remember. No, can't remember.

Before you got to the meeting. You don't remember?---Can't, no, I can't remember.

MR CHEN: Anyway, it wasn't a meeting for you to give instructions to have this agreement prepared, was it?---No.

40 Gows wasn't even discussed at any meeting that you seem to recall attending at this time, is that right?---Gows did come to a meeting, but I can't remember.

Well, I'm asking you about this meeting, Ms Dates.---No, not that meeting.

Now, did you ever suggest around this time to anyone that Mr Green had delegation or authority to enter into a transaction such as this?---I remember we had a board meeting and the board (not transcribable) Richard to go and find developers to help move the Land Council forward because we were

left alone for nine months and had to move forward. So, yeah, that's in the minutes.

But I'm asking you just about this point in time, in December of, or at the period up to the end of 2014. Did you ever represent to anyone that Mr Green had the authority and delegation to enter into an agreement such as this?---No.

Because he plainly did not, did he?---No.

10

Now, Ms Dates, would you please look at MFI 33, page 2. Now, you can see on the screen in front of you is a letter dated 12 December, 2014 addressed to Richard Green?---Yeah.

And you can see on the top right-hand – sorry, it appears, and if you want to read the letter by all means do, Ms Dates, but it appears to deal with Gows and property. Do you see that?---Yeah.

20

Now, I want you to assume that Mr Green's evidence before the Commission is that he did not receive that letter and had not seen it before. But you can see in the top right-hand corner that there appears to be a very faint – and I think this is the best copy that's available, Ms Dates – it appears to be a signature under the date. Do you see that?---Yeah.

To the best of your ability does that appear to be your signature or you can't say one way of the other?---No, it's not my signature.

And you can see in darker pen above it the words "received by"?---Yeah.

30

Is that your handwriting?---No.

Have you ever seen this letter before?---No.

Now, would you have a look, please, Ms Dates, at volume 8, page 59 and do you, well, you can see on the screen is a document described as heads of agreement dated 15 December, 2014?---Yeah.

40

And I'll just ask you to have a look at page 60 and you can see there that this appears to be a further agreement between Gows Heat and the Land Council and I want you to accept from me that it's purporting to deal with different property to the other one that I showed you earlier.---Yeah.

Now, I'll ask you to just have a look, please, Ms Dates, at a signature that appears on the back of that document. So it's page 64. And is that or does that appear to be your signature on that document, Ms Dates?---Yes.

Your barrister has pointed out to the Commission that you can see that where your signature appears under the headings, sorry, above the line signature of chairperson that a lot of the dots are removed.

THE COMMISSIONER: Do you see that?---Yeah, they are. That's not my signature, doesn't look like it.

MR CHEN: Do you recall - - -

- 10 THE COMMISSIONER: You're just being asked about the document for the moment. Your signature, don't worry about anything else, just all you're being asked to note is that the dotted line above, "Signature of chairperson," stops at some point, do you see that?---Yep.

That's all at the moment that you need to worry about.

MR CHEN: And do you recall actually ever signing this document, Ms Dates?---No.

- 20 Did you know anything about a second Gows Heat agreement in December 2014 or at any time?---No.

Did you have any discussions with Richard Green at all, at or around this time, about this agreement?---No.

Never seen it before, is that your position?---Yeah, I never seen it.

Did you give any instructions for it to be prepared, Ms Dates?---No.

- 30 Are you certain of that?---Yes.

Did Mr Green give instructions, to your knowledge, for it to be prepared? ---No.

You're unable to assist the Commission in providing any explanation as to how that may have apparently come about, is that the position?---Yeah, I wouldn't know.

- 40 On the face of it – I'll withdraw that. Ms Dates, this so-called agreement that I've just shown you is not referred to at all in the minutes of the board of the Land Council in 2014. I want you to accept that for me for the moment. Having regard to that fact, Ms Dates, it would appear, would it not, that this is an unauthorised agreement, would you agree?---Yes.

And indeed there is no mention at all at any stage, Ms Dates, in the minutes of the board of the Land Council about this agreement. Would you just accept that for me for the moment?---No, because Gows, Gows done a presentation and, and it's in the minutes book.

Well - - -?---And I don't know what the outcome of it, of that presentation was, was said, so - - -

Well, I thought earlier you said that the proposal didn't proceed further?---I don't know if it did. I can't recall.

10 Well, if you accept for the moment for me, Ms Dates, that the minutes don't record a successful proposal by Gows for the moment, then the preparation of this document must plainly be an unauthorised one. Would you not agree?---Yes, I'd agree.

And it must be, frankly, a fraudulent document, must it not?---It must be.

Well, you're unable to provide any other explanation as to how it's come about, are you?---No.

20 And you would know, would you not, that you're not authorised to sign such a document without board approval?---That's right.

And so too, Mr Green?---Yes.

And you know also as well that there was never any agreement with Gows that ever went to a members' meeting, isn't that right?---I can't remember. I can't, whether, I know when, when he, they done a presentation at the members', at the board but I don't know whether it went any further, I can't recall. I can't remember.

30 Well, if it did go further, then it would be in the minutes, surely, of the board?---Yes.

It would certainly be in the members' minutes as well, would it not?---Yep.

Now, Ms Dates, it appears that a company called Sunshine in the middle of 2015, became interested in at least five lots of property owned by the Land Council. Did you know anything about that at that time?---I remember Sunshine come and done their presentation to the board.

40 Well, when you say a presentation to the board, do you mean they turned up and spoke about what they wanted to do?---Yes.

When do you say that occurred, Ms Dates?---I don't know. Can't remember.

Well, just have a look, if you would, at volume 3, page 150. And you can see there a document described as an Acquisition Proposal.---Yeah.

And if you have a look, please, at page 151 you can see that it's the first page of an agreement between Sunshine and the Land Council, isn't that right?---Yeah.

And it involved five lots of properties identified in item 1, which were owned by the Land Council.---Yeah.

Have you ever seen this document before?---Can't remember.

- 10 Do you recall this acquisition proposal ever coming before the board at any time for approval and for resolution that it be executed?---I said, I remember Sunshine going to a board, board meeting but I don't know about members. It never went to the members.

Well, I'm asking you something that's a little bit different, Ms Dates. I'm asking about whether or not the board had before it discussion and a resolution to enter into this agreement. Do you recall there being any such meeting and resolution or not?---No. No, I can't.

- 20 THE COMMISSIONER: You'll see from this document on the screen there it lists five properties, all part of the Land Council land.---Yeah.

If there was ever a discussion before the board about a proposal to sell those five pieces of land, it's the sort of matter that you would remember now, do you think, or not? In other words, we're not just talking about - - -?---Yeah, but there was a lot of developers that come through the Land Council, so - - -

- 30 I understand that. But I'm just seeing if this would be a very ordinary thing to happen at the board meeting or whether it would be something quite unusual to happen and that you would remember it because it was unusual. We're talking here - - -?---Yeah, I think it's happened - - -

- - - about a serious matter of five pieces of property belonging to the Land Council to be sold to a company, in this case Sunshine. If that ever came before the board and you were there, is it the sort of thing that you'd remember if it ever happened? That's a decision to actually sell off these five parcels.---Well, it happened with another developer as well, five parcels of land, so - - -

- 40 This is a big deal, isn't it? Selling five pieces of property. If it came before the board, that would be serious business, wouldn't it?---Yeah.

Is it the sort of matter you would remember if something like that came before the board, five pieces of property put on the market for sale? That had never happened before, had it?---No.

It's the sort of thing you would remember if it did come before the board?

---I've had a lot going on, so I can't - - -

Yes, no, I'm just talking about selling five pieces, parcels of land. If that came before the board ever, you'd remember it, wouldn't you?---Yeah, I remember Sunshine and I, I remember a proposal they put but I - - -

Yes, but you don't remember - - -?--- - - - and I remember the five lots of land, yeah.

10 You don't remember - - -?---Yeah, I remember the lot.

I'll leave it to you.

MR CHEN: All right. Just so it's clear, Ms Dates, when you talk about a proposal before the board, do you mean like the proposal that you've identified that IBU prepared? Is that what you mean?---Yes.

20 But just in relation to this document here, Ms Dates, the effect of it, can I just summarise it for you, is that the Land Council was offering to give Sunshine a 90-day period of time to work out whether they wanted to buy this land upon Sunshine paying the Land Council \$50,000. Now, do you remember there being any discussion before the board at any stage about an agreement of that kind?---Yes.

You do?---Yes.

And do you know when that was?---No, I can't remember when it was but I remember.

30 And of course if it was, it would be in the minutes, is that the position? ---Yes.

And could you be wrong in terms of that this was a matter that was discussed before the board or do you have a clear and distinct recollection that that was so?---Yeah, that was so. I think toward, towards the board.

And you don't have any doubt about it. Is that the position?---Yeah, I did.

40 You don't have any doubt?---No.

Well, just have a look if you would, please, at the next page and you can see this has been signed by a person called Mr Zong on the one hand and on the other hand it's been signed by Richard Green, the deputy chair. Do you see that?---Yeah.

Now, Mr Green didn't have the authority to sign that, did he?---No.

And he surely would have been required to consult with the board and secure the approval by resolution or delegation from the board to enable him to do so?---Yes.

Would that be right?---Yes.

And he certainly didn't do that, did he?---No.

10 Well, could I show you another document, please, and this is Bakis M, page 85. You will see up on the screen now, Ms Dates, is a different – sorry, the same agreement but just a different version of it and I'll just ask you to have a look, please, at page 2 and you can see that there this document has been signed down the bottom or a signature has been attached to it by Knightsbridge North Lawyers and the name Despina Bakis has been inserted on the left. Do you see that?---Yeah.

And on the right it appears to be your signature. Do you see that?---Yeah.

20 Do you recall signing this document?---No.

Does the signature above the line appear to be yours?---Yes.

The handwriting beneath it, does that appear to be yours?---Yes.

Are you able to offer any explanation as to how what appears to be your signature appears on this document?---No.

Do you have a copy of this document?---No.

30 I should have asked you this for the other documents. You haven't kept any of the other documents have you?---No.

The evidence before the Commission was that the signature on the left-hand side was in fact Mr Petroulias's – I withdraw that. That the handwriting on the left-hand side "Knightsbridge Lawyers, Despina Bakis, solicitor for Awabakal," was in fact Mr Petroulias's handwriting. Did Mr Petroulias present this document to you for signing?---Can't remember.

40 Well, you'd accept, would you not, Ms Dates, that you like Mr Green are not authorised to sign this document?---Yeah, I do. I'm not allowed to.

And you're unable to say how it is your signature appears on it. Is that right?---Yeah, I don't know.

And did you know of the existence of this agreement in the middle of the year?---No.

Are you sure?---Yes.

Well, can you tell the Commission when it is you may have first seen this agreement?---I can't recall. I haven't seen, I haven't seen it before.

So just seeing it now is the first time you've seen it. Is that the position?
---Yes.

Ms Dates, I asked you some questions earlier about the resolution that mentioned Gows. Do you remember the questions I asked you about that
10 resolution?---Yeah.

And I want you to assume there's some evidence before the Commission that Mr Petroulias was handing over that resolution to people from Sunshine in late October 2015. Would you just assume that for the moment or accept that for me for the moment?---What's that?

Just accept that that's the evidence at the moment.---Yeah, all right, then.

All right. Do you know anything about how Mr Petroulias may have got
20 that resolution?---No.

Now, Ms Dates, I want you to assume just for the present purposes that – I withdraw that. Do you know – let me start again. Ms Dates, you know that certain agreements were signed with Mr Zong in the Land Council offices on 23 October, 2015, don't you?---No.

I'm just going to ask you some questions about the period of October 2015, if you would, Ms Dates. It seems that on the evidence that Ms Bakis may have been dealing with solicitors for Sunshine and from time to time she required instructions about certain matters dealing with contracts that she
30 was either drafting or reviewing. Do you know anything of those kind of steps and events that she was taking?---No.

Did you give Ms Bakis instructions to prepare any of the documents that seem to have come to light in late 2015 involving Mr Zong's company Sunshine on the one hand and the Land Council on the other?---No.

You're sure of that?---Yes.

40 You know nothing of it?---Only remember Tony Wong [sic] coming to the board.

THE COMMISSIONER: In times past, had you ever, when Mr Sheriff was the solicitor for the Land Council, were you ever involved in discussing contracts with Mr Sheriff?---No.

Or signing contracts while he was the solicitor for the Land Council?---No.

See, I'm talking about contracts such as you've seen on the screen, formal legal documents about, well, concerning land. Had you ever, before 2015, had any experience with giving instructions about contracts so that the lawyers could draft up contracts?---No.

In other words, I'm just trying to ascertain whether you had any experience with what a contract looks like and giving instructions to a lawyer so that the lawyer could then turn it into a contract or an agreement, a legal agreement.---No.

10

Had you, either as a chairperson or as a member of the Land Council, ever been involved in that sort of work?---No.

MR CHEN: Ms Dates, I want to show you some other documents, if I can. So it's volume 4, page 74. Do you see on the screen in front of you is a document described as Right of First Refusal?---Yeah.

And could you just have a look at page 75, and you can see that that appears to be an agreement between Sunshine and the Land Council?---Yeah.

20

And if you just have a look at the end of it, please. It's not signed. Did you give instructions for this document to be prepared, Ms Dates?---No. No.

Have you ever seen it before?---No.

Do you know how it's come about?---No.

Would you have a look, please, at volume 7, page 59. And you can see there it's a document called the Call Option Agreement, dated 12 October, 2015? Do you see that?---Yeah.

30

And if you have a look at the next page you can see that it purports to be an agreement again involving the Land Council and Sunshine.---Yeah.

And you can see in the block or the paragraph under the heading Recitals that it purports to be dealing with properties and adjoining properties to those which are, or appear to be the subject of another agreement, do you see that?---Yep.

40

Now, if you have a look, please, at page 73, you can see that your signature appears on this document.---Yep.

Did you sign this document, Ms Dates?---I can't remember. I don't think so.

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

Do you know what its effect is?---No.

Or what it purports to do?---No.

Did you have any discussion with Mr Green about the preparation of such a document?---No.

Did he ever tell you that he was giving instructions to Knightsbridge North Lawyers or Mr Petroulias for the preparation of this document?---No.

10 Are you able to explain how your signature might, appears to be on this document?---No.

Would you have a look, please, at volume 7, page 71. I apologise, I've taken you to the wrong signature I think. I just wanted you to, I'd better ask these questions again, Commissioner. I think I've made an error.

THE COMMISSIONER: On the last, the call option agreement?

MR CHEN: I did. The effect is the same but I've turned over one too many pages. Just have a look, Ms Dates, if you would, again. I think I should
20 start this, in fairness to you, again. The call option agreement is at page 59 and I think, or is it page 69?

THE COMMISSIONER: Just have a look at that, see that there?---Yep.

Do you know what a call option agreement is?---No.

Did anybody ever explain to you what a call option agreement is?---No.

Totally foreign to you?---Yes.
30

MR CHEN: And would you have a look please, Ms Dates, at volume 7, page 69. I'm not sure that I - - -

THE COMMISSIONER: 69?

MR CHEN: 69, sorry, Commissioner. I may have said 71 last time, which is the next document.

THE COMMISSIONER: Yes, you did.
40

MR CHEN: So, is that your signature that appears, or what appears to be your signature on that document?---Yes.

And is the name, handwritten, "Debbie Dates," your handwriting?---Yep.

Did you sign this document, Ms Dates?---I can't recall. I can't remember.

Do you recall a call option agreement ever being presented to you by Ms Bakis for signing?---No.

Do you remember her ever saying, “You need to sign an agreement called a call option agreement”?---No.

What about Mr Petroulias? Did he ever present a document of that description to you for signing?---No. I can't recall.

10 You – I'm sorry?---I can't remember.

So, would you have a look please, now at volume 7, page 71, and you can see there's a document called a Deed of Rescission. Do you see that?---Yep.

And if you have a look at the next page, again, you can see that this is an agreement between the Land Council and Gows Heat Pty Ltd. Can you see that?---Yep.

20 And if you have a look at page 73, you can see that that document has been signed or appears to have been signed by a number of people?---Yep.

Including yourself?---Yep.

Did you sign it?---It's my signature.

It is your signature?---Yep.

30 THE COMMISSIONER: But do you have any recollection - - -?---No, I don't.

- - - of signing it?---No.

No.

MR CHEN: Do you recall having any discussion with Mr Green about executing a deed of rescission?---No.

40 Do you recall giving any instructions for the preparation of such a document?---No.

Is that something that you would know how to do? That is, give instructions to prepare a deed of rescission or anything like that?---No.

Are you able to offer any explanation as to how your signature apparently appears on this document?---No, I don't.

Ms Dates, you would accept, would you, that just the documents that I've been through, the call option agreement, the deed of rescission, accepting

for the moment they're of a contractual kind and they relate at least indirectly with property or agreements, they would be matters that you would need to put before the board before you signed them, would you agree?---Yeah, I can't sign to sell land but I'd take it to the board.

I might have asked you a slightly different question, Ms Dates, so I'll just ask it again. You would accept, would you not, that even if it indirectly deals with land – such as these agreements – you would still need to take that to the board, would you not?---Yeah.

10

And you would accept that you would not have the authority to sign the agreement without board approval?---Yeah, that's right.

And the same position with Mr Green. He would not be authorised to do so either, would he, without board approval.---Yes.

Ms Dates, would you look at another document, please, volume 7, page 75. And you can see there's a document called a Put and Call Option Agreement, dated 12 October, 2015?---Yeah.

20

Do you know what that is?---No.

If you have a look at the next page, page 76, you can see that it's, again, an agreement in relation to, sorry, involving the Land Council and Sunshine. ---Yeah.

And you can see in the recitals, so paragraph A and B, that this is purporting to have some – well, it's purporting to have some dealing with property, do you agree?---Yeah.

30

Now, if you have a look, please, at volume 7, page 89, is that what appears to be your signature on that document?---Yes.

Do you recall being asked to sign it?---No.

Do you recall actually signing it?---No.

Do you recall having any discussion with Mr Green about him signing such a document?---No.

40

Did you get any – assuming it's your signature, Ms Dates – did you get any advice from either Ms Bakis or Mr Petroulias about what this document was about?---No.

You'd accept, would you not, Ms Dates, that absent board approval neither you nor Mr Green would be authorised to sign this document?---That's right.

It's the case – I withdraw that. You accept, don't you, Ms Dates, that for matters dealing with agreements, matters dealing with property, you always require a resolution of the board before you would be permitted to append your signature to a document?---Yes.

And you've known that at all times?---Yeah.

And you've adhered to that fundamental principle, I take it?---Could you say that again?

10

You've followed that fundamental principle, namely you would not put your signature on a document without board approval, is that right?---That's right.

THE COMMISSIONER: Does it concern you to see your signature on all these agreements that you've been taken through?---Yes.

And have you any idea of how your signature was placed on these documents?---No.

20

You say you had no idea that the series of agreements, such as the ones you've been taken through, with - - -?---I haven't done agreements and that.

You've not seen them before that you remember?---No.

Not any of them that you've been taken through this morning?---Can't recall. Can't remember.

30

Well, you said before you had no experience in dealing with contracts - - -? ---No, I haven't.

- - - with lawyers and that sort of thing.---No, I don't have deals, contracts, putting contracts together, no.

So surprise you to see somehow your signature on all of these agreements? ---Yes.

40

MR CHEN: Have you seen the put and call option before I've shown it to you?---I wouldn't know what a put and call option is.

And the other documents that I have shown you just in the last five or 10 minutes, the right of first refusal, the call option agreement, the deed of rescission, is the first time that you've seen these documents either now when I've shown them to you or in the course of you getting ready for giving evidence to the Commission?---Now, when I was giving evidence before.

These are documents that you have not kept copies for yourself?---No.

You have not kept them for the Land Council's records, have you?---If they are, they could be there. I don't know.

Well, anyway, you didn't - - -?---But I ain't got a copy of them.

THE COMMISSIONER: But nobody gave you copies of these agreements you've been taken through this morning?---No, no.

10 Are you saying I think, just to be clear about it, all of these agreements you've been taken through now, is this the first occasion you've seen these documents or have you seen them before or any of them?---No, I haven't seen them before. It's the first time.

First time today?---Yes.

MR CHEN: And these other agreements that I took you to earlier this morning, these other Gows Heat agreements, you'd never seen them in the course of your time as a board member of the Land Council had you?---No, 20 not the agreements but I can recall Gows coming to a board meeting. That's about it.

I'll come to that, I promise you, Ms Dates. I've heard that. I'll come back to it, I promise you. All right. Now, and just to be clear, none of those Gows agreements to your knowledge have ever been in the possession of the Land Council, have they?---No.

You're agreeing with the proposition I put?---Yes.

30 Now, I asked you earlier about Mr Zong and his company and signing some agreements involving his company on 23 October, 2015, and I think your evidence was that you don't recall that?---No.

I think you're agreeing with me. Was that your evidence?---Yes, it was.

But you have said on a couple of occasions that you believe that Mr Zong did come and put a proposal to the board?---Yes, he did.

40 And do you recall by that him coming up to the board himself – that is, on his own – and meeting you and Mr Green and Mr Petroulias and another gentleman? Is that the recollection that you have about the proposal?---No. We, he come to the, we all met at the board meeting because he come to a board meeting.

THE COMMISSIONER: Tell us what happened to the best of your recollection on that occasion.---He had a proposal - - -

Sorry?---He had a proposal to put towards the board.

He being?---Tony Wong [sic].

Right.---(not transcribable) Tony Wong [sic]. And he done a presentation, him and another man.

Do you know his name?---Sam, Sammy or something.

10 Sorry, say again?---Sammy or Sunny or something, Sammy.

Right. Sammy or Sunny?---Yeah.

Yes.---They done a presentation and then they left and then they supposed to come back and, the board was going to invite them to go to a members' meeting to do their presentation and then they never, just did not come back.

That's the last you saw of them?---Yes.

20 Never seen Zong since then?---No.

MR CHEN: And is the effect of what you have said is you don't think anything went further with Mr Zong or his company. Is that right?---Yeah.

I'll just get you to have a look at a photograph, please. So it's Exhibit 57, page 9. Now, you obviously recognise yourself in that photograph?---Yeah.

And you can see Mr Green on your left, that is to say, on the - - -?---Yes.

30 Standing to your left in the photograph and that's Mr Zong is it next to Mr Green?---Yeah.

And the other gentleman is called Sammy Say, isn't that right?---Yes.

And is that the fellow that you just spoke a moment ago about doing a presentation with Mr Zong?---Yes.

And is this the occasion that you're thinking about?---Yep. That's the boardroom.

40 And so your understanding, is it, that on this day they were coming up to simply do a proposal, is that right?---Yep. A presentation.

Sorry, a presentation. Now, did you know before this day, that is to say before this meeting on this day, that Mr Green had in fact met with Mr Say, Mr Zong and Mr Petroulias at a café?---No.

Who asked you to attend this meeting?---What meeting?

Well, this, sorry, to attend the Land Council offices - - -?---I know there was
- - -

Just, I'll just ask the question if I can, Ms Dates. Who asked you to attend
the Land Council's office for this presentation?---The CEO.

Being who?---I can't remember at the time who was the CEO but it's in the,
there was an agenda put together before this meeting to take place.

10 Well, I think the CEO at this stage was, or the acting CEO, was Ms
Steadman. So, are you saying that she arranged this meeting?---Yes.

Now, you know as well that Mr Petroulias attended this day, don't you?
---Yes.

And what did you understand his role was in turning up to this meeting?---I
can't remember.

20 THE COMMISSIONER: Was there anybody else there? There's the four
of you in the photograph. Was Mr Petroulias - - -?---There was the board.

Say that again?---The board.

The board?---There were six board of directors or seven.

At this presentation?---Yes.

I see.

30 MR CHEN: Could you be wrong, Ms Dates, that there was no board
meeting at all, that in fact there was only you five?---No.

You're certain of that, are you?---Yeah. It was a board meeting.

THE COMMISSIONER: There's nobody else in the photograph.---Yeah, I
know. That, that was taken after the board meeting.

40 Oh, was it?---For some reason, I don't know why but, yeah, that board
meeting did take place because there's, you can see a drink bottle on the
table and paperwork on the table, so we did have a board meeting.

MR CHEN: Well, there should be a minute of this meeting, shouldn't
there?---Yes.

And the minutes would obviously be of 23 October 2015?---Yes.

And what did they do? Did Mr Zong and Mr Say speak, did they?---Yeah,
they done a - - -

Did they hand something out?---Yes, they did. They handed out a, like, some sort of a pamphlet thing on what they wanted to achieve for the Land Council and do with the Land Council and I think that Sammy done most of the talking.

And what you said earlier was, I think, is that nothing went further though, after this, is that right?---Yeah. He didn't come back.

10 And no documentation to your understanding was prepared between Mr Zong and his company and the Land Council, is that the position?---Well, he didn't come back so I thought he was gone.

Well, I want to show you some documents, Ms Dates, because I'm going to suggest that your recollection is probably imperfect and that what in fact Mr Zong came here to do on this day was actually to sign agreements involving the Land Council and his company for the purchase of land?---I can't recall that.

20 Well, I, going to have to show you some documents, Ms Bakis.---Dates.

I'm sorry, I do apologise, Ms Dates. So, would you have a look, please – I withdraw that. Ms Dates, just following through your evidence, on what you say, you as the chairperson must have arranged this meeting or called it?---It's up to the CEO then I, I, I help the CEO, yeah, call the meeting, yeah.

And what you say is there will be an agenda and there will be minutes, is that right?---Yes.

30 And so, the agenda will say, "Property presentation," or words to that effect by Sunshine or Mr Zong or Wong, would it be?---Yeah, there would be something on there. I don't - - -

Whatever you understand his name to be, is that right?---Yes.

And what do you say was the resolution if any passed?---I can't remember.

40 Well, there was no resolution as I understood part of your earlier evidence. It was simply a proposal and nothing further happened.---I don't know if they had to go to the members. I can't recall.

Well, that would be the step if you approved it, but I'm just following your evidence through and as I understand it nothing further happened.---I can't remember. It could have. Could have went to the members. I can't recall.

If you just accept for the moment, Ms Dates, that there was no board meeting on this day and that it's only you there, Mr Green there for the

Land Council, and on the other hand Mr Petroulias, Mr Say and Mr Zong, and that agreements had been signed. That would certainly create the impression, would it not, that what was being signed had board approval, would you agree?---No, because a board meeting did take place. They did come to a board meeting.

10 I'm just putting a different set of assumptions to you, Ms Dates. But if you just accept from me for the moment that all that occurred was that these gentlemen turned up and that agreements were signed, you would accept, would you not, that certainly to someone such as Mr Zong it would create the obvious impression that this was an official signing of documents, would you not?---But, what, are you saying to me that a meeting didn't take place or - - -

20 I'm just asking you to accept that for the moment. But if you just assume that Mr Zong turns up to the Land Council with Mr Say, Mr Petroulias, and that you and Mr Green are there to sign documents, that would create the very strong impression, at least in Mr Zong's mind, that this was all an official signing of documents by the Land Council, would you not?

THE COMMISSIONER: Yes, Mr Lonergan?

MR LONERGAN: Commissioner, I object on the basis that the evidence that the witness has given is unequivocal in that her understanding was that there was a board meeting. So she's being asked to hypothesise well beyond the evidence that she's given as to a clear recollection.

30 THE COMMISSIONER: Yes, but what if what she's said she earnestly believes but is wrong? Then there's room to put an assumption as to what might be the true situation and then it flows from that, doesn't it? I don't see any harm done.

MR LONERGAN: Yes. Just the probity value of such questions.

THE COMMISSIONER: Well, that's true. It may not take it very far at all. And being asked as to the impression it might have made on Mr Zong, very doubtful whether that's going to produce any probative evidence. But anyway I don't see any problem with it.

40 MR LONERGAN: Please the Commission.

MR CHEN: Are you able to answer that, Ms Dates?---What's that?

THE COMMISSIONER: Perhaps I could explain to you. Sometimes you might be asked questions – you say there was a board meeting and then it's put to you, look, let's assume for a moment that you might be mistaken about this particular occasion. Make that assumption. You say there was but the questioner is putting to you, well, just for the moment assume that

was a different meeting to the one you have in mind, and that the only people there were this small group. You're being asked to assume that that's correct. I know you put a different version.---Yeah.

Okay? That's what we're doing here.

MR CHEN: Do you follow what I'm doing, Ms Dates?---Yeah.

10 All right. Well, if you assume that on the one hand you're there only with Mr Green and on the other hand there's Mr Say and Mr Petroulias and Mr Zong, and that you in effect sign documents during the course of this meeting, that would create the impression, would it not, that this was all an official – sorry, I'll put that again. This was an approved and legitimate transaction that was being entered into by the Land Council, would you agree?---Yes.

So would you have a look, please, Ms Dates, at volume 7, page 128. You can see there's a document called the Heads of Agreement dated 2 October, 2015?---Yeah.

20

And if you turn to page 129, Ms Dates, you can see that the document is an agreement, can you not?---Yeah.

And it has two parties, Sunshine on the one hand, the Land Council on the other. Do you agree?---Yeah.

And if you look down a little bit further you can see that the agreement is based on apparently, or includes an agreement involving Gows Heat. Do you see that?---Yeah.

30

And if you have a look, please, Ms Dates, you can see that, at page 131, clause 2.1, at least in this document, it's dealing with Sunshine agreeing to buy and the Land Council agreeing to sell land. Do you see that?---Yeah.

And just to show you what that land is, if you look at volume 7, page 135, you can see that it's the five lots of land owned by the Land Council. Do you see that?---Yeah.

40

Now, Ms Dates, if you have a look, please, at page 134, you can see that your signature appears on this document.---Yeah.

And is that your handwriting?---Yeah.

And, Ms Dates, can I suggest to you that you signed this document at the Land Council offices on 23 October, 2015?---No, I didn't.

Why do you say that?---I can't recall, I can't recall that date.

Putting the date to one side, what I'm suggesting is that the meeting – which was shown in the photograph which is at Exhibit 57 page 9 – at that very meeting that you appended your signature, that you had signed this document.---Can't remember doing that. It's not my land to sell. It goes to the members, not me. State Land Council sign off on it.

And can I suggest as well that Mr Green also signed this document on that day, Ms Dates.---Mmm. Yes.

10 And can I suggest that he did that at and around the time that you attached your signature to it. What do you say to that?---Can't recall. Can't remember. Can't remember signing that.

Would you say that again, please?---I can't remember signing that.

You're not denying it, though, are you?---Can't remember signing anything like that.

20 And Mr Zong from Sunshine also signed this agreement, Ms Dates.---Yes.

Ms Dates, I want to show you another document which is called a Sunshine Variation Agreement, which is at volume 7, page 142. And do you recognise this document, Ms Dates?---No.

Just have a look at the second page, please, and you can see your signature, can you not, on that document?---Yes. Yes.

30 And is that what appears to be your handwriting of the name, of chairperson Debbie Dates?---Yeah. Yeah.

And can I suggest to you that you signed this document as well on 23 October, 2015 in this meeting involving Mr Zong and Mr Say that is seen in Exhibit 57, page 9?---Can't recall signing anything on the day.

You're not denying it, though, are you, Ms Dates?---It's my signature.

But I'm putting to you, you signed this document on that day.---I can't recall if it was on that day.

40 And also Mr Zong and Mr Green likewise signed the document.---Can't remember.

Just going back to the variation agreement. You can see that it's referring, can you not, to in clause 4 the payment of money?---(No Audible Reply)

THE COMMISSIONER: See 12,600,000 written there?---Yeah.

MR CHEN: And if you go a little bit further down, Ms Dates, you can see, can't you, that it's also describing who would receive the money, namely, the vendor. Do you see that?---Who's the vendor?

Well, in this context it's the Land Council.---Oh.

Now, Ms Dates, I know you dispute signing these documents but if you just proceed further, and that there's some evidence that you did in fact do so, did anybody explain this document to you or what it meant?---No.

10

Do you know what it means, this document?---No.

And also the original document, which is the heads of agreement, which is at volume 7, page 128, you can see, and in particular at page 129, just by reading it this is dealing with land. Isn't that right, Ms Dates?---Would you say that again.

It's obvious, isn't it, by reading it that this agreement is dealing with land? ---Yeah.

20

And it's in particular if you looked at it, if you look at it you can see that it relates specifically to those five lots, doesn't it?---Yeah, they're there, yeah.

You can appreciate looking at this document now that this is clearly a land transaction, can't you, or an attempted one?---I don't know what a land transaction is. I haven't been through one.

All right. It's an attempt to sell Land Council land.---I don't know that.

30

I'm sorry?---I don't know that.

Well, just by looking at it it's involving the payment of money and identification of land.---Well, if people would have explained it to me a bit better, like explained it to me.

I'll ask you about that in a moment. I'm just asking you by looking at this document now you can see that this is an attempt to sell some property, is it not?---Yes.

40

And it's an attempt to sell Land Council property, is it not?---Yes.

And just picking up what you said before, you say that nobody explained this document to you?---No.

I know you dispute signing it but if the Commission finds that you did sign it, what you say is what, you didn't read it?---No.

And nobody explained it to you?---No.

And are you sure of that last point?---Yes.

And who was the solicitor who you understood to be acting for the Land Council at this stage?---Despina.

Did Mr Petroulias ever give you some advice on 23 October or at any time before about what this agreement might mean?---No.

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

If such advice had been given what would you have done by them? Would you have done something differently?---I wouldn't have signed it.

THE COMMISSIONER: Why not?---Because it's not my land to sell. It belongs to the Land Council and the community. State Land Council's the last person who signs off on any land.

20 Assuming that you signed these documents you've been taken to now, can you come up with any explanation as to how you get involved in having your signature on these documents?---Don't know. Probably just asked to sign and I just, that's my role as the chairperson. I sign off on minutes. I sign off on a lot of stuff.

Well, do you have any recollection of who might have asked you to sign these documents that you're being asked questions about this morning?
---Probably Nick.

30 Why do you say that?---Because I only ever signed off with Despina on the minutes and, yeah.

But why would you suggest it might have been Nick who somehow got you involved in these documents that we're talking about and perhaps getting your signature on them? What prompts you to say that?---Because I remember at one time there, he did say, "You, you need to sign these," and I signed them but they were never explained to me.

Can you remember approximately when that was?---No. I can't remember.

40 Did you have any idea of what it related to?---Well, I thought we were moving the Land Council forward.

Sorry?---I thought it was to move the Land Council forward.

I'm sorry, I still - - ?---The Land Council, it needed to move forward, we were just, like, lingered there, I was on the board for seven years.

But can you give me some more context, some detail when this discussion might have taken place?---No. I can't remember.

You say you did have a discussion with Nick?---At the Land Council.

At the Land Council offices or at the - - -?---The Land Council office.

And do you remember the effect of what he said to you on that occasion?
---No, just, "You need to sign these," to - - -

10

And did he produce something for your signature?---I just signed the paperwork.

Any idea what the paperwork was?---No.

Well, who produced the paperwork on that occasion?---I think it was Nick.

Was anybody else there?---No.

20

Just you two?---I can't remember who was there.

And did you know what the documents, the paperwork related to?---No.

Did he explain to you what the paperwork related to?---No. it was never explained to me.

30

Why did you sign it?---Because I thought it would move the Land Council forward. I thought it was to the next step, because I told Nick, I said, "We, I can't sell my own land. We've got to take it to the next level and that's the members, to get approval." So, I think there was one, one there that we did take to the members and then an argument just broke out and it didn't go ahead.

So, when you use the expression you thought it would take things forward, what do you mean by that expression?---Well, the Land Council needed to move forward. It was - - -

40

In what sense?---With the housing, with the community, with the board. The board wouldn't meet and there was half that would run and, like, State Land Council wouldn't come and help us. Like, we needed to move forward because we had no money, we was running out of money. So, we needed to do something to get the Land Council up and going. So I thought, you know, like, I was doing the right thing by moving the Land Council forward.

And did Mr Petroulias explain to you what was in the paperwork?---No.

Or what it was about?---I never explained.

Hmm?---No, I was never explained.

Never explained?---No.

Why would you sign it just because he asked you?---Because the Land Council - - -

10 Hmm?---The Land Council had to move forward and he just said, "This is going to move the Land Council forward once we go to the members' meeting," because that was the next level.

MR CHEN: Who was Mr Petroulias? What did you understand him to be?
---A solicitor.

Why did you – how did you come to that understanding? Is that what he said or is that what someone told you?---That's what I thought he was. I thought he worked with Despina.

20 So, when he came and was involved in Land Council work, you thought he was part of Knightsbridge North Lawyers?---Yes.

Did Ms Bakis ever tell you that he was not a lawyer?---No. She just, she never said. She just said, "He's here to help the Land Council."

Did she ever tell you that, in fact, he was convicted and gaoled for serious dishonesty offences?---No.

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

If you were told that he was not a solicitor and had that background, would you have done something differently in terms of dealing with him?---Yes. You've got to, you've got to do a criminal check on yourself before you can sit on a board. So, yeah, I would have, I would have, he wouldn't have been able to deal with the Land Council at all.

And that would be an important matter for you as chairperson to know about, surely.---Yes, very important.

40 And it would have been important for the board to know about it.---Yes.

And so if Ms Bakis suggests that you knew all about these things, would her assertion that you did be true or false?---It'd be false. Why didn't she, why didn't she go and tell the board, not me? Why would she think that?

I just want to come back and deal with some other matters just about this attendance with Mr Zong. Ms Dates, can I ask you to look at volume 7,

page 150. And you can see there, Ms Dates, that that's a document that is the front page of a contract for the sale of land. You can see that?---Yeah.

And you can see next to the word "land" it's describing 14 Vermont Place, Warners Bay?---Yeah.

Which is a Land Council property, isn't it?---Yes.

10 And if you look down further you can see that a number of signatures appear on that document on the line "vendor".---Yeah.

And one of them is Richard Green's, is it not?---I don't know.

All right. Well, anyway, you can recognise your signature to the right on the line "vendor", can you not.---Yes. Yes. Yes.

And you can see, can't you, that there are other signatures on that document.---Yes.

20 Do you recognise any of the other ones?---No.

Well, can I suggest to you, though, Ms Dates, that you signed this document with Mr Green, Mr Zong, Mr Petroulias and Mr Say at this meeting on 23 October, 2015. What do you say to that?---I can't remember seeing, I might have signed that. It's my signature. But I can't remember seeing the paperwork.

30 But surely you'd accept that it's obvious, is it not, if you're attaching your signature to it, you're dealing with a land transaction here, aren't you? Because it's a contract, albeit a draft one, for the sale of land for Land Council property.---I don't know what a contract (not transcribable) sale of land is or what it means.

Well, you know what a contract is, surely, don't you?---No.

You don't?---No.

40 Do you know what an agreement is?---Yeah, if I agree to do something, yeah. But that's about, yeah, I know, yeah.

And you know what the sale of land is, surely.---No. I've never sold any land.

But you know – I'm not asking you whether you've sold any land, Ms Dates. You know what the sale of land is, don't you?---Yeah.

It just means one party agreeing to hand over the title to that property upon the payment of money, doesn't it?---Yes.

And that's exactly what this proposed contract is dealing with, is it not?
---But I never seen that. That's my signature on there but I've never seen the top of it.

What do you mean, the top of it?---That's my signature down the bottom but I've never seen the paperwork. Yeah, all that. I've never seen that.

10 You mean from your signature upwards on that page, is that right?---Yeah. Yes.

But if you just look at it now, though, you can see, can't you, that that's clearly what it's intending to do, can't you?---Yes. Yes.

And just by looking at it, it's obvious, isn't it?---Yeah.

And, what, you say you didn't look at the top of it, assuming you signed it, is that right?---I never seen that top, that wording.

20 THE COMMISSIONER: Well, you saw the bottom part of the document. ---Yeah, that's my signature.

Because you've got your signature.---Yeah.

What would have stopped you from seeing the top part of it?---Don't know. I, I don't really recall that paperwork. Whether it was hidden from me or I don't know, but I can't recall that paperwork.

30 Did anybody explain to you what it was?---No.

MR CHEN: Well, Ms Dates, have a look if you would, please, at volume 7, page 168. And do you see there that that's a front page of a proposed contract for the sale of land for 110 Bayview Street, Warners Bay, New South Wales?---Yeah. Yeah.

And that property is Land Council property, isn't it?---Yeah.

40 And if you look a bit further down you can see on the line "vendor", your signature appears, doesn't it?---Yeah.

And can I suggest, Ms Dates, you signed this on 23 October, 2015?---I can't remember. I, I wouldn't have signed that if I knew that was the sale of land. It's not my land to sell.

But, Ms Dates, this, can I suggest, the front page of a contract of sale together with the heads of agreement make it crystal clear what you're dealing with, that is, it's a sale or proposed sale of Land Council property, is

it not?---It says it there but I never seen the wording of it, of that, contract of sale.

All right. Well, I'll take you to some other ones, Ms Dates, if you would. Volume 7, page 184 and you can see that's the front page of a contract for the sale or proposed sale of land, namely, 291 Hillsborough Road, Warners Bay. Do you see that?---Yeah.

That is Land Council land as well, is it not?---Yeah.

10

And if you look above the line "vendor", your signature appears there, doesn't it?---Yeah, it looks like my signature.

Well, can I suggest again you signed this document at that meeting on 23 October, 2015, Ms Dates?---Yeah, I might have but I never seen the wording. I've never seen that, the wording of the contract of sale.

Ms Dates, if you just accept for the moment that you've signed this document, why - - -?---Yeah, I said I signed it but I never seen that wording of contract of sale.

20

Why would you sign something without looking at what you were signing? ---I don't know.

Well, there's no good explanation for it, is there?---I trust, I trust, I had a lot of trust in Nick and Despina because they were helping us go through to the high courts in Sydney against the Registrar so I trusted Despina and Nick.

But surely you, Ms Dates, as the chairperson of the board of this Land Council have your own responsibilities, don't you?---Yes.

30

And you owe responsibilities to ensure that in the course of your work as a board member and chairperson that you act honestly?---Yeah.

Impartially?---Yes.

Diligently?---Yes.

Transparently?---Yes.

40

And you exercise due care and diligence in performing your duties?---Yeah, yes.

So why would you append your signature no doubt in the capacity as a representative of this board without checking what you're signing?---I don't know. I had a lot of trust.

That's accepted for the moment, Ms Dates. Let's move on. Why would you put your signature on a document without just casting your eyes a little bit further up the page?---I don't know. I'm not very good at reading or, never went to school much so, I had a lot of trust in people so - - -

10 THE COMMISSIONER: What trust are you talking about that led you to sign this agreement or that was relevant to you signing this agreement?---I found, I found Nick and Despina to be like, to help, they were helping us move the Land Council forward, like, we were starting to get a board connection and when they've come to me and say sign something I'd just sign it because I had a lot of trust in them.

Do you remember who handed you this paperwork, this contract for sale?
---Nick. Nick.

Do you remember that?---I can't remember where. I can't remember where.

20 Well, do you remember him saying anything to you about it before or at the time of handing these contracts for sale of land to you?---I thought I was signing something to take it to the next level, to the members.

Well, was anything said, that you recall, by Mr Petroulias about signing?
---No.

You don't recall?---No.

Or that he didn't say anything?---I can't remember.

30 MR CHEN: Well, Ms Dates, you would know that you don't need to sign anything to take it to the members, do you?---No, you've got to take it to the board first.

All right. But the board can resolve to accept that a proposal simply be taken to the members. You don't need to sign a document before that steps take place, do you?---Sometimes I do.

But you don't need to do it, do you?---Some of the things that go to the members, I have to sign before it goes.

40 But if it's a proposal to sell land, whether you sign a document or not is immaterial to what the members do, isn't that right?---Yes.

So the idea that you've got to sign it to take it forward, according to your evidence, is inessential for that step to be taken, isn't that right?---Could you say that another way?

Of course. You don't need to sign anything to take the Land Council forward. You just need to take it to the members.---That's right.

But none of this was taken to the members at all, Ms Dates, was it?---Like, I trust. I had a lot of trust.

Yes, we got that, Ms Dates.---I never seen - - -

Ms Dates, we've heard that. I'm just asking you now, this proposal for Sunshine never, ever went to the members, did it?---No, because they didn't come back. They didn't come back to do their presentation to the members.

10

I want to move through these contracts if I can, Ms Dates. If you look, please, at volume 70, page 200. You can see, Ms Dates, can't you, that this is a proposed contract for the sale of land for 295 Hillsborough Road, Warners Bay?---Yeah.

And that's Land Council property, obviously?---Yeah.

And if you look down, above the line "vendor", that's your signature, is it not?---Yeah.

20

And you signed this, Ms Dates, did you not, on 23 October, 2015, at this meeting with Mr Zong?---Can't remember the date.

And, Ms Dates, it would have been readily apparent to you, can I suggest, at even a cursory look at this document, that this was a proposal or this was a contract dealing with the sale of land?---I don't know.

Well, you've seen this now. This is the fourth one I've shown you.---Yeah, I know but I haven't seen the contract of sale. I never seen the wording.

30

No, but you could look at - - -?---My signature's down there, yeah.

And you can look at the heading, can't you, and you can see "Sale of Land"?---I never seen that.

Well, but if you look at it and cared to look at it, it's obvious, isn't it?---I didn't see it.

40 Please, I'm not asking you whether you did or you didn't for the moment of my question - - -?---Yeah, but if I seen it, you could see "contract for the sale of land", yes.

There couldn't be any doubt in your mind that's what it was for, could there?---If I seen it, yeah.

And have a look if you would, please, at volume 7, page 216. And you'll see there that this is a proposed contract for the sale of land at Lot 3, 79 Clarence Road, Waratah West. Do you see that?---Yes.

That's Land Council property, isn't it?---Yes.

And your signature appears above the line "vendor".---Yeah.

And can I suggest you signed this also at this meeting on 23 October, 2015.
---I signed it but I don't remember what date.

Commissioner, is that a convenient time?

10

THE COMMISSIONER: Yes, it is. Ms Dates, we're going to take a morning tea break.---Okay. Thank you.

SHORT ADJOURNMENT

[11.28am]

THE COMMISSIONER: Thank you, Ms Dates.

20

MR CHEN: Thank you, Commissioner. Would you have a look at another document, MFI 11. You can see there, Ms Dates, that's a document described as a Surrender Agreement and Release. Do you see that?---Yep.

And if you look down on the left-hand side you can see that your signature appears there, does it not?---Yep.

And if you have a look, please, at the next page, it appears again, page 2 of MFI 11, does it not, on the left hand side?---Yep.

30

Just above the common seal or the stamp?---Yep.

Have a look, please, at page 3. You can see your signature on the bottom of that page?---Yep.

And page 4, please. And on to page 5, you can see your signature also appears there, does it not?---Yes.

And in that respect, you witnessed the signature of Mr Zong, didn't you?
---My signature's there.

40

Well, your signature says, sorry, you have your signature and you also wrote your name, "Debbie Dates," did you not?---Yes.

And what you were doing was witnessing the signature of Mr Zong, isn't that right?---Yes.

And do you see the words, "Witnesses by," is that your handwriting?---No.

Do you know whose it is?---No.

And if you look down a little bit further, you can see that it appears that Mr Petroulias has signed for Gows Heat or you don't recognise that signature?
---I don't know, I don't know his signature.

But you witnessed the signature, did you not?---Yes.

10 And it's got your name in print?---Yes.

That's your handwriting, is it not?---Yes.

And your signature above it?---Yes.

And if you go back to the front page, please, which is page 1 of MFI 11, you can see obviously from the heading, this is an agreement, can't you?---Yes.

20 And you knew that, didn't you, when you initialled this, isn't that so?---I don't know if it was an agreement. I can see the word, "Agreement," and "Release."

Well, you can see in the first paragraph that it's dealing with, at least on the one hand, the Land Council, can't you?---Yes.

It's dealing with the party called Gows Heat, can't you?---Yes.

And it's dealing with a company called Sunshine, isn't that right?---Yep.

30 And Sunshine was Mr Zong's company, isn't that right?---Yes.

And you knew that, didn't you?---Yes.

In October of 2015?---Yes.

And you can see, can't you, under the heading Recitals, that it's purporting to record that Gows had rights to acquire property from the Land Council, do you see that?---Yep.

40 That's false, isn't it? It never had those rights, did it?---No, no.

There'd never been any form of agreement between the Land Council and Gows which had been approved by the board of the kind described there, isn't that right?---Yes.

So, in that respect, this agreement is false, isn't it?---Yes.

And you can see as well, that it described in the third paragraph under Recitals that the company wishes to acquire, so that's Sunshine, which is to acquire the land and formalise an offer to Awabakal?---Yes.

And to enter into an option agreement with Awabakal. Do you see that?
---Yes.

And pay Gows a surrender payment to surrender its rights under the Gow agreement. Do you see that?---Yes.

10

Now, if you work backwards, you would appreciate, would you not, that because the Gows agreement itself is not an authorised one, and in effect, a fraudulent one, it certainly couldn't be, or there couldn't be an entitlement to pay any money to them, could there?---No.

And this is also suggesting that the Land Council wants to enter into an option agreement, Ms Dates?---Yes.

You can see that clearly can't you now?---Yeah.

20

And you can see from just the next paragraph that it's talking about giving, or Gows giving up any claims arising out of the Gows agreement and the subject lands. Do you see that?---Yeah.

Now, that has to be again a false statement, does it not?---Yes.

Because they have absolutely no rights and never had any rights. Isn't that so?---Yes.

30 So, Ms Dates, can I suggest you signed this document on 23 October, 2015 when Mr Zong attended the Land Council offices, didn't you?---My signature's there.

Well, what I'm suggesting more specifically, Ms Dates, is that you signed this agreement on the day that Mr Zong attended which is shown in that photograph.---Yes.

40 And you knew, didn't you, that as a consequence of you signing this or at least approving this, that money was to be paid to Gows Heat. Isn't that right?---Yeah, not to the Land Council.

And you knew that, did you, at this stage?---I can't recall. Some, something similar like that, yeah.

So you were signing off and endorsing, were you, the payment to Gows when you knew full well on your evidence it had no rights whatsoever?---I wasn't explained that.

What do you mean by that, Ms Dates?---I wasn't explained about the other stuff that you spoke about.

I understood your evidence just a moment ago to be that you understood when this agreement was signed by you that it was resulting in a payment to Gows. Is that not the case?---It wasn't going to the Land Council. I knew that. It was going to Gows.

10 So I need to ask you directly, Ms Dates, did you know that as a consequence of this agreement and you attaching your signature to it that moneys would be paid by Sunshine to Gows based upon this Gows Heat heads of agreement dated 15 December, 2014?---Yes, because I thought it was going to move the Land Council forward.

But, Ms Dates, you've agreed, haven't you, that the Gows Heat agreement is a false one?---I couldn't say that because they done, they done a presentation to the board.

20 Ms Dates - - -?---I can't say it's a false company because there was a presentation done to the board.

So you're suggesting, are you, Ms Dates, that there was a presentation to the board sometime before December of 2014 from which this agreement was entered into?---I can't remember.

30 Well, Ms Dates, let me work through this with you. I thought your evidence was reasonably clear this morning that you'd never heard of Gows Heat and never seen this agreement.---Never seen no agreement but I know of Gows Heat doing a presentation to the board.

And I understood you said afterwards that nothing went further from it though. Is that right or not right?---I don't know.

I'm sorry?---Nick come to a meeting with, in that photograph of me, Tony Wong [sic] and Richard Green and Sammy. After that, Nick was present at that meeting, the board meeting.

What's that got to do with the presentation by Gows?---Because - - -

40 Is that what you're talking about, that on this date he made a presentation? ---Yeah, his, his, his company was Gows.

And what, you knew that, did you, as at this date, 23 October, 2015. Is that the position?---I can't remember dates and that. Not good on them.

I really need to put this to you clearly, Ms Dates, so you understand what I'm suggesting to you, and it appears you seem to be agreeing, is that this agreement that's on the screen – MFI 11, Ms Dates – is suggesting that a

payment would be made to Gows Heat on an agreement that you have accepted is a false one. Now, are you saying you did know that or you didn't know that?---No, I did know that.

Because I thought you'd accepted clearly that there was no such agreement with Gows and Gows therefore could never have an entitlement to be paid money under it.---Under what?

10 The Gows Heat agreement, Ms Dates.---Was paid money under what?
Under the Awabakal or - - -

Ms Dates, let's work through some basic propositions to ensure that you're not giving evidence truly in line with your recollection, all right? Gows did not present any proposal to the board at all in 2014, did it?---That did happen but I don't know the outcome of that.

20 So you're saying now they did present in 2014? Is that the position?---I don't know whether it's 2014 but – a presentation took place but I don't, I don't know which year.

But surely, then, if they did present, there'd be a minute and a resolution if there was some favourable outcome, correct?---Yes.

So what we'd be able to do is track through and work out whether or not that's true or not, correct?---Yes.

30 And this meeting that you think Mr Petroulias and Gows presented at, is that a meeting that in fact occurred when a number of proposals were before the board in April of 2016?---Can't recall.

Well, let's come back to this, Ms Dates, your evidence is, is it, that you were given or not given any advice about what this surrender agreement means?---No.

You weren't given any advice?---No, I wasn't given none.

When you signed it, did you know what you were signing?---No.

40 Having read it now and me taking you through it, can you see that it's containing statements or assertions which are false?---Yes.

And I take it you wouldn't be a party to signing a false agreement if you knew of it, would you?---No, I wouldn't.

So when this was presented to you by Mr Petroulias, what did he say?---Just sign it. But I was signing, I thought I was signing something to take it to the next level.

When he says, "Just sign it" is it literally just those words, "Just sign it"?
---Could have said other words with it. I can't recall.

Ms Dates, you are entrusted as the chairperson to guide, with the board, this Land Council, isn't that right?---Yes.

And approximately how many Land Council members were there in 2014 or '15, Ms Dates?---Members of the board or members of the Land Council?

10 No, members of the Land Council.---About 420. But you'd only get about 80 at a meeting.

And are you able to say how many Indigenous persons are within the Land Council's area?---What do you mean by that? Like, because you've got to be Indigenous to be a member of the Land Council.

Yes, I'm just asking how many Indigenous persons are within the Land Council's area?---Oh, there's about 1,500.

20 Well, there was a bit more than that. There was nearly 4,000, wasn't there, in June of 2013? Does that sound right?---That only, that, no, it don't. That, Newcastle, I only know about 1,500.

In any event, Ms Dates, you understand as chairperson you were responsible to guide the Land Council, obviously with the assistance of the board, isn't that right?---Yeah.

And that you were the person that was there to implement its plans to try and benefit its members, isn't that so?---Yeah.

30 It's a position of great responsibility, would you accept?---Yes.

And you owed the board and the individual members a duty to ensure that you acted at all times with diligence, isn't that right?---Yes, yes.

To act honestly - - ?---That's right.

- - - and earnestly in discharging your functions.---Yes.

40 And what do you say, that you simply signed this document because it was put in front of you for signing by somebody, is that right?---I thought I was signing something to move the Land Council forward.

Ms Dates, let's accept that proposition is right. How can you possibly know whether it does or does not achieve that aspiration if you don't care to acquaint yourself with the detail of it?---Well, well it wasn't, it wasn't spoke, it wasn't to me proper what I was signing.

But there are two things that can happen presumably in a situation such as these, Ms Dates. You can either read it yourself, correct?---Yep.

Or somebody can explain to you the meaning of it?---Well, that's what I've always done. I've asked people to explain but, because I, I never went to school.

Did you ask Mr Petroulias to explain this document to you?---No.

10 But rather you just – oh, sorry. And you didn't read it yourself, is that what you tell the Commission?---Yes.

And despite that you just decided to sign it?---I thought it was moving the Land Council forward.

No, but you can't know that, Ms Dates, unless you know what's in it.
---Well, it should have been explained to me.

20 You could have asked for it to be explained, that's another way of doing it, isn't that right?---Yep.

You could have not signed it until you were satisfied that it was achieving the objective that you've stated.---Correct.

But instead what you say to the Commission is you just blindly signed it because it was put in front of you.---I thought it was moving the Land Council forward.

30 No, you can't know that, Ms Dates, unless you've taken the time to acquaint yourself with the document or you've been told what is in it, isn't that right?

40 MR O'BRIEN: I object to that. If there was a meeting that preceded the signing of this document, it might be that the documents are therefore flowing from what was discussed at that meeting. It doesn't necessarily flow that the document itself needed to, on its face, be explained to the witness. If there was a preceding discussion and then it appears that a series of documents, this isn't the only document that was apparently signed by the witness at this meeting, there are a large number of them. So, the premise that this document needs to be individually looked at and examined is fair, but the premise that it could only be read or explained if there wasn't an earlier explanation in relation to a whole series of or whole raft of documents is also a possibility. So, those two are not the only and exclusive possibilities as to how this came to be signed or understood because there are a raft of agreements and there's a discussion before it.

THE COMMISSIONER: No, but she's being tested as to the reason as to why she would be signing these agreements and she's proffered an explanation, that is a belief that it was moving the Land Council forward.

Now, that by itself might be seen to be an inadequate answer and that there must have been some other reason why she agreed to sign it or took it upon herself to sign it. The questioning is entitled to probe and challenge her explanation. She had a belief when she, on the other hand, says she didn't know what she was signing. Now, it's a matter to explore as to whether some other explanation as to why she would sign it other than her stated belief at the moment. I don't see that there's any problem about it.

10 MR O'BRIEN: As it pleases the Commission. It just seems that putting the proposition that it was either this way or what way, and otherwise it's not explained - - -

MR CHEN: I'll deal with it Commissioner, I'll withdraw it.

MR O'BRIEN: - - - seems unreasonable.

20 MR CHEN: I don't want to waste any more time on it, Commissioner. I'll just ask it and I'll incorporate my learned friend's concern and hopefully that will move things forward.

THE COMMISSIONER: I might just ask you, Ms Dates, you said you were at the time a board member and you were aware of your responsibilities? ---Yeah.

And you were just one of a number of directors on the board?---Yeah.

And every director is entitled to know what's going on in the Land Council?---Yes.

30 And what decisions are being made in the name if the Land Council? Not just you, but all of them have a right to know?---Yeah.

Correct?---Yep.

So, on the one hand, you're saying, when you signed these documents, it was Mr Petroulias and you, is that right?---Yep.

40 So, at that time, in a sense, there's a relationship between Mr Petroulias and you and at the same time, there exists a relationship between you and your fellow directors, right?---Yep.

Why would you do anything that Mr Petroulias wanted you to do, such as signing a document, without letting the other directors, your fellow directors know, "Look, I've been asked to sign this document. I just want to let you know what's happening before I do"? Why didn't you do that?---I don't know but I should have done that but - - -

Well, it just seems common sense - - -?--- - - - I had a lot of, I thought - - -

Sorry, go on.---I thought Nick was a solicitor.

10 But whether he's a solicitor or not, you weren't giving your fellow directors even an opportunity to have a say if you were signing off in the name of the board, were you? You were cutting them out of the action as it were.---But I didn't know that because when Tony Wong [sic] come and done his presentation with the board I thought I was just signing something to the next level. I didn't, the board met with Tony Wong [sic]. I didn't know I was like, signing the land over to him.

After you signed these various documents, these agreements, did you ever go and tell the board members, look, I've signed all these agreements on behalf of the Land Council?---Yeah, I did. I told, we had another board meeting a couple of, about a month after that and I told them that, something about we're moving the Land Council forward with Sunshine and then Sunshine left and another company come in.

20 Did you tell the board that you had signed these agreements with Sunshine?
---No, I don't - - -

Why didn't you tell them?---I, I think I might have told them. I don't, can't recall.

MR CHEN: Ms Dates, I want to accommodate Mr O'Brien's suggestion but you didn't have any understanding, is this the position, about what this document was. Is that right?---Yeah.

30 And you didn't acquire any knowledge from any discussions you'd had or what anybody had said during the course of what occurred on 23 October, 2015. Is that the position?---Yes.

So really if you come back to where I was at a moment ago, you signed this document blindly, didn't you?---Yes.

Not knowing whether it was advantageous or disadvantageous?---What does that word mean?

40 Good or bad for the Land Council.---I thought I was signing something good, yeah.

But you accept, don't you, that now that I've drawn your attention to it you were attaching your signature to a document which plainly contained a number of false statements. Isn't that right?---Yes, you can look at it.

And on the face of it by you as the chairperson seemed to be endorsing the falsities contained within it. Isn't that so?---What do you mean by that question?

Approving them.

MR O'BRIEN: I think the question needs to be re-explained, with respect.

MR CHEN: I'll try again. By putting your signature on this document, Ms Dates, you were really giving the tick of approval for these false statements to be made.

10 MR LONERGAN: Commissioner, I object to that question. The premise that's in the question that I submit is quite dangerous is that when she signed the document she had knowledge of the false premises within it and I don't think that's a fair question.

THE COMMISSIONER: I don't think that's been put, that she knew at the time.

MR LONERGAN: Well, if that's clear, Commissioner, then I have no objections to the question.

20

THE COMMISSIONER: I think she's been, the fact of the matter is that you did sign the agreements with false statements in them. That's not imputing knowledge at the time. You're not putting that, are you?

MR CHEN: No. I thought I did it sequentially and led up to the point.

THE COMMISSIONER: I think it's okay, Mr Lonergan.

MR CHEN: Thank you. Could you answer that, please, Ms Dates?
30 ---What's that question again?

Knowing what you know now having looked at this document, the effect of you having signed this document back in 2015 was really to give the tick of approval for these false statements. Isn't that right?---Yes.

You see, it's clear, isn't it, Ms Dates, that you didn't have the authority to sign this document by or on behalf of the Land Council, did you?---If it was explained to me, I wouldn't have signed it.

40 Yes. And if money was to change hands apparently in connection with a property deal that's supposedly been done with the Land Council, that is something that absolutely should have been brought to the attention of the board, should it not?---Yes.

And, Ms Dates, you didn't take a copy of this agreement away with you, did you?---No.

You didn't go and file this document with the Land Council, did you?---No.

Aside from apparently you signing this document on 23 October, 2015, have you seen it ever since?---No.

Ms Dates, you did say in answer I think to one of the questions the Commissioner may have asked you that you thought that the board met after this and discussed it.---Met with about - - -

10 This apparent transaction with Sunshine.---Yeah, I can't remember. You'd have to have – I remember Sunshine coming to the board meeting but, yeah, I can't recall.

Well, I want to just put some things to you to suggest that your recollection is wrong, Ms Dates. So the first is that there was no disclosure at all about Sunshine until 8 April, 2016.---I'm not good with dates.

20 And also that Sunshine never in fact attended upon the board at any time to do a proposal or presentation. They came on the 23rd to sign agreements to purchase Land Council land.---No, they come and had a board meeting. It's in the minutes.

I think I've asked you this, perhaps more than once, but, Ms Dates, it's clear, isn't it, that you, consistent with your recollection that this proposal never went further, never participated in a resolution for this Sunshine deal to go before the members, isn't that right?---I can't say that because they met with the board. Sunshine met with the board.

30 No, I'm asking you about the next step of what you would understand to be a requirement that there was never a resolution for anything that Sunshine may have proposed to go to members, was there?---Can't recall.

THE COMMISSIONER: At the time of this meeting in Newcastle on 23 October, 2015, what was the nature of your relationship with Mr Petroulias?---I've got no relationship with him.

Well, you say that he spoke to you about these agreements before you signed them, is that right?---Yeah, only at the Land Council, yeah, we spoke.

40 Yes. But before that day you had seen and spoken to him, had you, on other occasions?---Yes. I can't recall, but.

Well, would you have been seeing him each week, for example, during 2015, before October 2015? That frequently?---Probably - - -

Or how frequently?---He come to the Land Council every, once every three weeks, once a month.

And when he came to the Land Council, approximately every three weeks, who would he talk to?---Probably the office staff, I don't know.

Who else?---I'd run into him at the Land Council. He'd be there with Despina.

This is in Newcastle or - - -?---Yeah, Newcastle.

10 And how many times would you have run into him at the Land Council and talked to - - -?---Not much. Not much.

What do you mean by that?---Well, Despina would only be in the Land Council probably just signing off on the payslips and doing our bookwork, bookkeeping.

Well, if you saw, I thought you said, Mr Petroulias, say, approximately every three weeks, is that what you said?---Yeah, call into the Land Council. But I don't go into the Land Council every day.

20 No. But you often were there when he came?---If he was there, yeah, I'd rock up. Yeah, I'd go there.

And would you - - -?---We'd have a board meeting or - - -

Yes. And would you speak to him and he speak to you?---Yes.

And so over time did you get to know him?---What was that question? Along - - -

30 Over a period of time in 2015, before October 2015, had you got to know him?---Good, trustworthy. Trustworthy, good. I trusted him.

And did he talk to you about taking the Aboriginal land or community forward?---Yes.

Quite frequently?---Yes.

And what would he say to you about it?---He'd like to help us. Help us move forward.

40 So what sort of discussions did you have with him about moving forward? ---Can't remember.

So would you have had dozens of conversations with him by October 2015?---Can't recall.

But by that time you'd got to know him pretty well, had you?---Not pretty well but, yeah, like, just by talking to him and that, trusted him and that.

Well, did he seem to be very interested in the Awabakal Land Council's land? And is that a topic he often discussed with you?---Yes.

And did it occur to you that he was interested because he could make money out of this?---No. No.

Well, why do you think he was interested?---Don't know.

10 Well, he had an interest, you said, in the Awabakal land.---Yeah, he was going to help us move our Land Council forward.

Yes. But what was in it for him?---I don't know.

Well, people don't just come along to help for no good reason.---I don't know. Richard Green, Richard Green brought him to the Land Council, so I don't know.

20 Did Richard mix or – I withdraw that. Did Richard talk to Nick Petroulias a lot?---Yes.

How do you know that?---Well, Nick, ah, Richard told me. But I don't know how many times they spoke.

What did you learn through Richard about what Mr Petroulias was up to? ---Nothing.

What do you mean, nothing?---Never spoke to Richard about it.

30 You must have spoken to Richard about Mr Petroulias from time to time or what he was interested in.---No, Richard just told me that he was going to help us move forward.

Was Richard keen to get you interested in this and to help?---Yes.

What did he say to you about getting you involved?---Said needs help, we need help get this place up and going. This place needs to move forward.

40 And did Mr Green ask you to help in certain ways?---No.

Well, what about signing documents? Did Mr Green talk to you about that?---No.

Mr Petroulias?---No. I, just sign it and move the Land Council forward. It's going to be good for the Land Council. That's about it.

Did Mr Petroulias promise you anything if you cooperated with him in relation to the Awabakal Land Council?---No.

Are you sure about that?---Yes.

What about Richard Green? Did he offer you anything to help with this land transaction?---No. No. No.

Why was Mr Green so keen about it?---Don't know.

10 On the day of 23 October, when you were in the Land Council office with Mr Petroulias and the others, remember that?---Yeah.

What sort of mood was Mr Petroulias in that day?---I can't, I can't remember.

You don't remember?---No.

Was he nice and calm, quiet or was he very active and boisterous or what? ---Like he always is.

20 What's that?---Just normal.

What's normal for him?---Just, I don't know, just talking, just, just being normal. Just, just himself.

MR CHEN: Ms Dates, at this 23 October 2015 meeting involving Mr Zong, was there any discussion about rezoning of the Land Council lands?---I don't know, you'd have to get the minutes to have a look.

30 I'm asking you. I can look at the minutes. I'm asking you, do you recall any or not?---I can't recall, no.

You understood Mr Petroulias was there in his capacity as a solicitor for the Land Council, is that right?---Yep.

And did he tell you the course of that day that in fact his company was to receive some substantial sums of money from this transaction?---No.

40 That would have been pretty alarming to you, I take it, if he told you that? ---Yes.

You'd have gone straight back to the board, wouldn't you?---Yes.

And said something funny's going on, wouldn't you?---Yep.

Are you sure he didn't say anything about that?---No.

I want to show some other – I withdraw that. These documents that you apparently signed on the 23rd of – I withdraw that. These documents that

you signed on 23 October 2015, did you keep copies of any of them, Ms Dates?---No.

Were they presented to you by Mr Petroulias, you signed them and they were taken away, is that the position?---Yes.

Are you sure you didn't take any of the copies with you?---No.

10 You didn't file any of them away in the Land Council records at all, did you?---No. I don't do the filling. If, if there's, if there's paperwork at the Land Council, that's not my business to do the filing.

But did you take it and put it somewhere for it to be filed or not?---No. I don't know. I can't remember. I don't think so.

Did Mr Green, so far as you observe, take any of these documents with him?---No.

20 Did you ask Mr Petroulias for copies of these documents?---No.

Did you ask him what he was going to do with them?---I can't remember.

I mean you signed a lot of documents on the face of it, here on this day, Ms Dates, and you seem to know very little about what you were signing and what it involved.---I don't know.

I'm sorry?---I don't know.

30 You don't know what?---I don't know what I signed.

So, you don't seem to have much recollection at all about what occurred on this day?---No.

Are you endeavouring to recall as best you can, Ms Dates, the events?---I'm trying but I've had a death in my family, so - - -

All right - - ?---It's hard for me to think.

40 I want to move to another topic now, Ms Dates. Would you have a look please, at Exhibit 57, page 1. Do you see a document there described as a Deed of Acknowledgement and Guarantee?---Yep.

Do you recall ever seeing that document before, Ms Dates?---No.

I'll just show you the balance of it. If you turn to the next page, you can see it involves the Land Council on the one hand and Sunshine Warners Bay on the other. Do you see that?---Yep.

And if you have a look at page 3, you can see that that's been signed by Richard Green, do you see that?---I don't know Richard's signature.

Well, just accept, if you would, that Richard Green has signed that.---Yeah, yeah.

Do you know anything about how this has come about, Ms Dates, this document and how it's been signed?---No.

10 It's a document, if you just have a look at page 2. The effect of it is in simple terms, Ms Dates, that the Land Council is agreeing to guarantee in favour of Mr Zong's company all of its costs and expenses going forward if there is a problem with this earlier agreement proceeding. Do you know anything about that?---No.

Did Mr Green ever explain to you that he was, or tell you that he was proposing to execute an agreement such as that?---No.

20 That's something that surely would need to be put before the board. Isn't that right?---Yes.

And it would also need to be put before the board to give instructions to the solicitors to prepare it. Isn't that so?---Yeah.

And do you know anything about how that's come about?---No.

Did you instruct the solicitors to prepare this?---No.

30 And is this the first time that you've seen this document, Ms Dates, or have you seen it before?---No, it's the first time.

Did Mr Green tell you anything about why he was doing, or entering into an agreement apparently on behalf of the Land Council?---No.

Would you have a look, please, Ms Dates, at MFI 33, page 28 and you can see there's a letter there, Ms Dates, dated 23 December, 2015.---Yeah.

40 And apparently it's directed to both you and Mr Green. Do you see that?---Yeah.

Just have a quick read to it yourself, Ms Dates.---Yeah, I can't read some of these, the first line.

All right.---What does that mean?

Do you recall receiving a letter, this letter?---No.

You can see in the first paragraph that it talks about a conference call yesterday. Do you see that in the first line of that letter?---(No Audible Reply)

It talks about a conference call concerning Sunshine's revisited acquisition, removal of Gows and the acquisition of the Warners Bay properties. Do you see that?---Yeah.

10 Did you ever have a conference call with Ms Bakis about that subject matter at or around this time?---No.

Are you sure of that?---Yes. I can't recall it, no.

And you can see as well that you're provided with apparently – I withdraw that. You've never seen this letter before until now. Is that the position? ---Yeah, I've never seen it.

20 You can see in the middle of it there are three dot points, can you, Ms Dates?---Yeah.

And what apparently this letter annexed was the document that I just showed you, that deed of acknowledgement and guarantee. Do you see that?---Yeah.

But you say you've never seen either of these documents before. Is that the position?---Yeah, I've never seen that.

30 Did Ms Bakis ever have a discussion with you at or around this time for you to apparently ratify or consent to that guarantee that I showed you a moment ago?---What's ratify, what does that mean?

That was my next question.---Yeah.

You don't know what ratify means?---Yeah, don't know, don't know.

Did Ms Bakis ever have a conference with you at or around this time, asking you to approve after the event, as the chairperson, that deed of guarantee signed by Mr Green that I showed you a moment ago?---No.

40 I'm just going to show you just a couple more documents just on this topic, Ms Dates. If you have a look, please, at MFI 33, page 30, there appears to be a letter that has been prepared by, on the face of it, you. Do you see that?---Yeah.

Did you prepare that?---No.

Do you know anything about who did?---No.

Did you ask somebody to prepare that letter?---No.

Did you direct somebody to prepare a letter on your behalf dealing with things such as that guarantee and matters of that kind?---No.

Aside from perhaps in the last few days or weeks, have you ever seen this document before?---Could you say that again?

10 Yeah, I gather you may have seen this in the last day or two.---Yeah.

But before that time have you ever seen this letter before?---No.

I just want to draw your attention to the first dot point. You can see that it purportedly says that you are sending back to Ms Bakis a ratified copy of the deed of acknowledgement and guarantee. Do you see that there, Ms Dates?---Yeah.

20 And I want to show you again Exhibit 57, page 1, and you can see, it's very faint but in the bottom right corner there appears to be a signature. It's – I'm just going to ask you, can you recognise in any of that faint text that is your signature?---No. No.

Just have a look if you would, then, at Exhibit 57, page 2, and you can see down the bottom – Commissioner, could the witness be shown Exhibit 57?

THE COMMISSIONER: Yes. Yes.

30 MR CHEN: It's slightly stronger, I think, in the printed form. So if you have a look, Ms Dates, just for the – I'll just take you back. Have a look, please, at page 1, and just so you understand what you're looking at, it should be the front page of the deed of acknowledgment and guarantee. ---Yeah.

And you can see that there's something down the bottom right-hand corner, and I just want to see whether in the printed copy there's a better version, whether you can identify the handwriting and whether it's yours.---No.

40 So if you turn to page 2, please, and you can see in the bottom right-hand corner there is also some handwriting. Can you recognise any of that as yours or a signature as being yours?---No.

I'm sorry?---No.

So have a look, please, at page 3. That's probably the best. Do you recognise any of the handwriting or the signature as being yours?---No. No.

And would you have a look again at pages 4 and 5 and whether you recognise either of those pages as your handwriting or signature.---No.

Did somebody ever ask you to sign that document, Ms Dates?---Which document? This one?

The one that's on the screen. So it's the deed of acknowledgement and guarantee, Exhibit 57, page 1.---I think Nick might have.

I'm sorry, I missed that?---Nick, Nick - - -

10 You've got a recollection of that, do you?---I think so.

And what did he ask you to do?---Just, I can't recall what he said.

And what did you understand you were doing?---I thought I was signing something to move the Land Council forward.

Well, was there any more discussion between you and him about what it meant for you to put your signature on that document?---No.

20 Did you understand that on one view of it, perhaps an erroneous view, was that you were approving the creation and execution of this document by Mr Green?---No.

Did Mr Petroulias ever suggest something to that effect, that, "I want you to sign this to approve what Richard has signed"?---I can't, I can't remember.

Did he tell you anything about what he deed of acknowledgement and guarantee actually was?---No.

30 Well, it appears that you've perhaps signed all of the pages and if he's asked you to sign it, did you not yourself become concerned that, well, why am I signing this, what is it that I'm signing, how am I moving the Land Council forward?---I thought I was.

You thought you were?---By signing it, yeah.

Right.---To take it to the next level.

40 But this has no level to go to, this document, you can assume, Ms - - -?---I wouldn't have a clue. I don't know what a guarantee deed is.

But you see, Ms Dates, this is within a few months of this meeting in the Land Council offices on 23 October 2015, where again you've signed another document, not knowing the effect of it, isn't that right?---It wasn't explained to me.

Well, let's accept that for the moment, but you didn't take a step, did you, to try and acquaint yourself with what it meant, did you?---No.

And as a responsible board member, it would be incumbent upon you to do so, would it not, to properly discharge your duties?---Can you say that in another way?

I'll do that. You were duty-bound as a chairperson to have a proper understanding of this document before you put your signature on it, isn't that right?---It wasn't explained to me.

10 No. My question is, you were duty-bound - - -?---Yes, yes.

And not only that, Ms Dates, you were obliged, were you not, to properly discharge your duties to disclose to the other board members that you'd signed this document, isn't that right?---Yes.

And you didn't, did you?---No.

Did you keep a copy of this document, Ms Dates?---No.

20 Did you go and arrange for it to be filed away in the Land Council records? ---No.

Ms Dates, I want to take you back to another aspect of these letters and perhaps I'll start with MFI 33, page 28. You can see that in the second dot point, there is a reference to, "Completion instructions, trust account disbursement instructions," et cetera. Do you see that?---Yep.

Do you know what that means?---No.

30 And if you look down a bit further, you can see again, there are some other documents relating to trust account disbursement instructions in the first dot point, do you see that?---Yep.

Again, you don't know what that means?---No.

If you go back please, to MFI 33, page 30, it appears on the face of this letter that you have given or signed all the documents that have been attached to this letter. Do you see that's what this second letter is representing that you've attended to?---Yep, yep.

40

Do you recall signing documents of that kind?---No.

I'll just show you these documents now. So would you have a look firstly at Exhibit 57, page 6, and if you just have a look at page 7 as well. This seems to be the same document. One has a blue tab over it but it's the same document, Ms Dates. So you can see down the bottom on the right-hand side it's got your signature.---Yeah.

Do you remember signing this?---No.

You can see the words above it “ratified 22/12/15” and below it “reconfirmed 11 January, 2016”.---Yeah.

Is that your handwriting?---No, that’s not my handwriting.

I’m sorry, you did say you don’t recall signing this. Is that right?---Yeah, I don’t recall.

10

Do you remember ever being asked to sign – well, have you seen these documents or documents like this before?---No.

Do you remember being asked to sign this document by either Ms Bakis or Mr Petroulias?---Probably Mr, Nick.

On the face of it what’s happening, Ms Dates, is that you’re being asked to put your signature to a document that approves the transfer of money to Gows Heat. Do you see that?---Is that out of Land Council account?

20

Well, there's a bit of an issue about that as I understand it. Certainly on the, one view of the contractual documents this is Land Council money to be held in the trust account of Knightsbridge North Lawyers. Did you know anything about money being held for the Land Council?---I think, I think that's, I think the board knew about that and that's in a board, that’s in the minutes of a board meeting.

What do you say - - -?---When, when you just said that to me about did, did they know that Knightsbridge trust account was holding this money I remember we had a board meeting and that is passed, Knightsbridge trust account is in the minutes of a board meeting.

30

To pay what, to agree to money going from Knightsbridge out to Gows?---I know that I remember there was some sort of payment like that made in the minutes of a board meeting.

All right. You’ve seen the minutes have you?---Yeah.

All right. And are you able to say when it was that resolution - - -?---No.

40

- - - or notation was made in the minutes?---No, I wouldn’t be able to.

Well, anyway, this document here is asking for you to put your signature on it. Do you see that?

MR O'BRIEN: I object to that. The document doesn't - - -

MR CHEN: No, I know. I’m sorry.

MR O'BRIEN: - - - doesn't do that.

MR CHEN: Were you asked to put your signature on this document, Ms Dates, or you don't recall?---I don't recall.

MR O'BRIEN: Can I just, I don't mean to interrupt, Counsel Assisting, but I think, I think we have to work on a sound premise that isn't necessarily as sound as it might initially appear. Taking this witness through documents and asking her if she recalls signing them is good and well ordinarily but in this instance where we know there is a lack of authenticity to at least some of the signatures at least in some very significant documents, and especially where the witness is equivocal as to whether she recalls seeing the document, whether she recalls signing the document, whether she knows what the document is, and in the absence of the original document, it appears we're working on photocopies in every instance, the premise that this is her signature and therefore she applied it – and I note Counsel Assisting is being very careful about that and I say it with respect – but it isn't particularly fair and I'd suggest it's not particularly helpful to work on the basis that because the witness accepts that it's her signature and therefore it could be her document, it could be a document attributable to her does not in any way follow in this case. And therefore where we're not assisted by the original documents, as apparently we are not, the premise for many of these questions is unstable and contaminates, regrettably, the evidence that this witness is endeavouring, I'd submit, as best she can.

THE COMMISSIONER: Well, Mr O'Brien, prima facie her signature is on these documents. How they got there is a matter that obviously has been flagged as an issue, whether that signature was put there by her or not. But counsel is entitled to proceed on the premise that the prima facie position – i.e. that if somebody's signature is on the document, they put it there – in order to test the witness, if the witness, the witness may say that's my signature and it'll be put to her, well, you signed it, this witness may adopt it as being having signed by her. At the end of the day if there's evidence which shows that though she admitted signing the document it turns out that there's evidence which shows that it was put in some other way, somehow her signature got onto this document, well, then of course that would put an entirely different complexion on it. But at the moment this is just an investigation, bear in mind. We're trying to find answers to questions. There's no rule or principle that would prevent Counsel Assisting, it seems to me, to proceed on the prima facie basis. If at the end of the day there's evidence which displaces the basis for all of those questions, then of course I'll have due regard to it. And, I mean, you know, give me some credit. I mean, I appreciate your point. There is a very live question that must be examined about these signatures and whether some or all of the documents were actually documents she signed. But I think, as I say, we're on a voyage of discovery. We're looking for answers. It's not being – just because she accepts that, yes, that's my signature and I must have signed it,

if there's evidence which shows that she's made the admission on a false basis, well, then of course it's worth nothing. So I think your client's protected. I'm alive to the point you've raised and it's a legitimate point.

MR O'BRIEN: Well, I think it needs to be recorded, at least at this stage, that none of the documents that have been provided to the witness have been original documents. Each have been a copy.

10 THE COMMISSIONER: Well, let's accept, let's accept – yes, that's true.

MR O'BRIEN: So that those issues which are – as you, Commissioner, say – “live”, and I would certainly say is in contention, is a matter that remains throughout, notwithstanding that the evidence that is given, and of course, as I've noted, the equivocal nature of it.

20 THE COMMISSIONER: Of course, you know, one of the other underlying issues here is whether your client was a willing participant or not and whether she's, any participation by her, if she did sign the documents, what circumstances was that cooperation or activity by her secured? I mean, there's all sorts of issues here, which - - -

MR O'BRIEN: Fundamentally in this investigation, that goes back again to that very important premise, did she sign it? In the absence of the original documents and in circumstances where the entire file, it appears, is a masterpiece of fraud and deception in many instances.

30 THE COMMISSIONER: Yes. Well, the original documents are available and you can be rest assured that they will be examined carefully and you'll have the opportunity to look at them if you wish.

MR O'BRIEN: Thank you, Commissioner.

40 MR CHEN: Yes, well, Commissioner, I hadn't put it as a proposition, obviously, and that's the first thing. And I understand what my friend is saying. I'm asking questions for the very reason the Commission needs to know how this has come about. The second thing is we are working on the same material as my learned friend is, namely these are copies, and that's specifically the reason why I've refrained from putting affirmatively that this is her signature appended by her, because I only have a photocopy like my learned friend has. So I think we're probably on the same page, I think.

THE COMMISSIONER: I think we're all in furious agreement.

MR CHEN: I believe so. I do understand what my friend is saying and I am cognisant of that fact.

THE COMMISSIONER: No. I don't want to sound dismissive of Mr O'Brien. He's got a legitimate basis to require that all of this evidence,

including the circumstances in which these documents were created and signed, it is very much a live issue and it's an important issue and there's certainly no firm or even provisional views being formed about issues surrounding those matters. It's very much an open question at this stage. All right.

10 MR CHEN: I'm going to come back to where I think I was a little while ago, Ms Dates, and that is, well I'll ask you directly. Do you recall this document being presented to you? So this is MFI 33, page 7 – I withdraw that, Exhibit 57, page 7, being presented to you for signing?---No, I can't recall.

And you're unable to assist the Commissioner in how it is that your signature appears or appears to appear on that document?---No.

Would you have a look, please, at the next page. So, this is page 8. And do you still have the folder in front of you, Ms Dates?---Yep.

20 So, just check on the cover is Exhibit 57. And if you turn it to page 8, do you see there is a trust account disbursement instructions sheet with some handwriting and the date 3 December 2015 on it?---Yep.

And in the bottom right-hand corner, you can see some fairly faint handwriting, do you see that?---Yep.

And what appears to be a signature?---Yep.

30 Is that any of our handwriting that's in the bottom right-hand corner and appears in blue ink?---No.

What about the signature or what appears to be a signature. Is that your signature?---No.

Do you recall seeing a document such as this with Mr Green's handwriting on it? I withdraw that, Mr Green's signature on it?---Is that earlier.

40 If you just have a look on the screen, you can probably do this in the screen, Ms Dates, you can see that there's some handwriting, "\$312,000 et cetera to be held on trust".---Yep.

Do you see that?---Yep.

And you can see a signature which I want you to assume is Mr Green's, well, a signature of Mr Green's and the date of 3 December, 2015?---Yep.

Do you recall seeing a document such as that at any stage, Ms Dates?---No.

Do you recall being asked to sign trust account disbursement instructions?

---What does that mean?

Well, to sign documents such as the ones that I've just been taking you to?

---Could you say that again? Like, I didn't really - - -

Do you recall being asked to sign documents such as these ones?---No, no.

At any stage?---No.

10 But you did say earlier, Ms Dates, that you believe that there was some discussion before the board about moneys being released.---Yeah, it's in the minutes, something about, I can't, I can't recall it now. You'll have to have a look in the minutes.

Well, and was that money being paid or released, what, from the Land Council to who? Is that the position or is it some other release?---It wasn't Land Council money. It was something else.

20 Do you know how much it was?---No.

And do you know who moved the resolution for that to occur?---No.

And you can't identify any of the parties involved in that transaction?---No. I can't recall.

Is that a convenient time, Commissioner?

30 THE COMMISSIONER: Yes, it is. We'll take the luncheon adjournment and - - -

MR LONERGAN: Commissioner, sorry.

THE COMMISSIONER: Yes.

MR LONERGAN: I just want to note for the record in relation to the point Mr O'Brien raised, I think that's also a live issue in relation to Mr Green and the signatory or purported signatures on documents.

40 THE COMMISSIONER: All right. That's noted, thank you. We'll resume at 2 o'clock. Yes, we'll adjourn.

LUNCHEON ADJOURNMENT

[1.00pm]