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PUBLIC
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INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE PETER HALL QC
CHIEF COMMISSIONER

PUBLIC HEARING

OPERATION SKYLINE

Reference: Operation E17/0549

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON TUESDAY 27 MARCH, 2018

AT 2.00PM

Any person who publishes any part of this transcript in any way and to any person contrary to a Commission direction against publication commits an offence against section 112(2) of the Independent Commission Against Corruption Act 1988.

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

MR CHEN: Commissioner, before we start, I omitted to raise with you, Commissioner, as to whether or not the witness would like a declaration under section 38 of the Act. As I understand it, Mr Lawler wishes to exercise his right to take that, take the benefit of that provision, Commissioner.

10 THE COMMISSIONER: Yes. Mr Lawler, you're aware of the provisions
- - -?---Yes, I am.

I make a declaration that all answers given by Mr Lawler or items that may be produced during the course of his evidence will be regarded as having been given or produced on objection. Accordingly it is not necessary for Mr Lawler to make objection to any particular question or in relation to the giving of any answer. The declaration is made by me in those terms pursuant to section 38 of the Independent Commission Against Corruption Act.

20

I MAKE A DECLARATION THAT ALL ANSWERS GIVEN BY MR LAWLER OR ITEMS THAT MAY BE PRODUCED DURING THE COURSE OF HIS EVIDENCE WILL BE REGARDED AS HAVING BEEN GIVEN OR PRODUCED ON OBJECTION. ACCORDINGLY IT IS NOT NECESSARY FOR MR LAWLER TO MAKE OBJECTION TO ANY PARTICULAR QUESTION OR IN RELATION TO THE GIVING OF ANY ANSWER. THE DECLARATION IS MADE BY ME IN THOSE TERMS PURSUANT TO SECTION 38 OF THE INDEPENDENT COMMISSION AGAINST CORRUPTION ACT.

30

MR CHEN: Thank you, Commissioner.

Mr Lawler, when you were appointed administrator of the Land Council was there a CEO at the time?---There was an acting CEO. I attended the Land Council's offices for the first time on the Monday, 17 October, and met with Ms Sophia Anna who advised me she was the acting chief executive, however was currently on Workers' Compensation and her contract was finishing on 19 October.

40

When you say on Workers' Compensation, do you know what for?---No, I didn't inquire at the time. I subsequently though from discussions with her subsequent to that understand that she had suffered a fair degree of harassment and bullying and accusation that I presume was related to the Workers' Compensation claim.

Do you know when she ceased work as the acting CEO by reason of that Workers' Compensation claim that she had?---Yes. She was due to finish on the 19th, however said that if I needed some assistance that she would be happy to stay on and assist me. I initially in fact took up that offer but about seven to 10 days later decided look, I think I'd be better off just without the animosity that appeared within some of the Land Council, both board members and staff with regards to Ms Wotherspoon, that I'd just be better off moving forward without her.

10 I just want to take you back a step if I can, Mr Lawler. At the time that you turned up to the Land Council's offices on 17 October, 2016 - - -?---That's correct.

- - - the acting CEO was not at work but off work by reason of a Workers' Compensation claim?---That's my understanding. I understand she received a call from New South Wales Aboriginal Land Council suggesting that in fact she go to work that day because I, I would be there. I understand when I arrived she was not there.

20 I just want to try and work out if I can through you, Mr Lawler, do you know when she actually ceased work by reason of that Workers' Compensation claim that she had prior to you attending?---Not, she was due to finish she told me on 19 October, and that is consistent with what I subsequently observed in minutes as to the appointment term of her as acting CEO.

All right. Now, before – I withdraw that. Do you know when that acting CEO had been appointed?---She, it was back in about August, two thousand and – no, sorry, it was earlier than that. No, it would have been about
30 August 2017, after Ms Steadman - - -

'16?---'16, sorry, after Ms Steadman finished, the position I understand was advertised and there was a recruitment process and a number of people were either interviewed or considered by the board for the appointment and Ms Wotherspoon was appointed but it was into an acting CEO role at that time.

Now, you mentioned Ms Steadman. Was she the acting CEO prior to Ms Sophie Anna who was the CEO when you arrived?---Or slash Wotherspoon. Yes, that's my understanding.
40

And do you know how long she had been performing that role as the acting CEO for?---As I understand, since Mr Slee was no long working at the Land Council, so from about February/March, yeah, for about six months.

THE COMMISSIONER: So the short point is, do you think she was qualified to take the position of CEO?---No, I definitely don't.

And the basis for that statement is?---Mr Kelvin Kenney, who was the investigator, made it clear from his report that he considered that, you know, her experience and knowledge was quite inadequate for the role.

What in summary form was her previous experience? She basically had no executive management experience, had little to no understanding of financial statements or financial reports, very limited, if any, governance experience and operationally had just never been in a role like that before in her life.

10

All right.

MR CHEN: Thank you, Commissioner.

I want to ask you some questions now, Mr Lawler, about the funding that the Land Council receives. The Land Council receives funding, does it not, from the New South Wales Aboriginal Land Council?---That's correct.

20 And it receives it, it's paid quarterly, is it not, but it's an annual amount?
---Yes, that's correct.

And in 2016 was it approximately \$140,000 per annum?---That's right.

30 Now, Mr Lawler, how else did the Land Council fund its day-to-day operations other than through the grants that were made by the Aboriginal Land Council?---From rental of 33 rental properties which as I said earlier there were some significant arrears and non-payment issues, from a group of workers called the Green Team which, which were a lawn mowing crew which at may, at the time of my appointment they were costing nearly twice, twice what they were bringing in as income and also a cultural officer who would do site inspections and cultural work and charge, charging the marketplace for that.

40 Were these three other strands of its operations profitable?---The, well, the only one that had a chance of being was the, sorry, the only one that was, was possibly the rental properties but of course that's very much a function of state of repairs and maintenance, state of condition of the properties and in fact really which wasn't occurring was any allowance for periodic significant, you know, renovation or repair, e.g. replace the roof every 20 years so you need to start to put an amount away each year, that issues such as that certainly weren't being considered. In a straight cash-flow sense a surplus was being generated from the properties but as I said when you take into account what medium and longer-term ongoing improvements might need to be done I would suggest probably not.

In the three or four month period leading up to your appointment was the Land Council operating at a profit or a loss?---A loss.

And are you able to say to what extent it was operating at a loss?---My, my recollection is that the draft financials that were done by Hub Advisory after I was appointed to 31 October for the four months had a loss of between three to \$400,000.

Did a significant component of the outgoings of the Land Council in that period include legal fees incurred by or on behalf of Knightsbridge North Lawyers?---Very, yeah, very significant amounts.

10 And in turn those fees related at least in part to the proceedings that the Land Council had against the Minister, the Registrar and the New South Wales Aboriginal Land Council?---That's correct.

THE COMMISSIONER: Sorry. Just on that, are you able to say of the three to \$400,000 approximately how much went on legal fees to Knightsbridge or do you need to consult with the records?---Yeah, I just - - -

MR CHEN: I was going to take the witness through those records briefly now, Commissioner.

20

THE WITNESS: Yeah, that's okay.

THE COMMISSIONER: Oh, all right.

MR CHEN: If that would be convenient to do that.

THE COMMISSIONER: Thank you. Yes. You proceed thanks, Mr Chen.

MR CHEN: Mr Lawler, in front of you should be folder 1A.---Yeah.

30

Would you be good enough just to identify these accounts for me. So page 16 there's an account of 16 March, 2016.---Yes.

Page 18 an account dated 17 March, 2016.---Yes.

Page 20 an account - - -

THE COMMISSIONER: Sorry, did we get the amount of 17 March?

40 MR CHEN: I was just waiting for the screen, Commissioner. It's up now. \$11,637. That's for 17 March, Mr Lawler, do you agree?---Yes.

For 7 April, 2016 on page 20 \$27,410.---That's correct.

26 April, 2016, page 22 11,286.---Yes.

1 June, 2016 \$9,864.58.---That's correct.

That's at page 24. At page 26, 23 June, 2016 8,492.---Yeah.

Page 28, 21 July, 2016 8,492.---That's correct.

21 September, 2016 which is on page 32 26,743.---Page 32. Yes, that's correct.

10 If you turn then please to page 10, 19 September, 2016 \$32,306.---Yes. On top of those would have been whatever invoices were paid to council and ---

I'll come to those in one moment.---Yeah, that's okay.

But in rough terms it's about 140 - - -?---40,000, that's correct.

20 Dollars. For the legal fees for Knightsbridge North for the period.---Yes. Well, no, because some of these are pre-30th of June. So my comment was from the 1st of July, 2016 to 31 October, 2016. So some of these accounts are in that period, but not all of them.

But in any event, the accounts identify a substantial sum of money, approximately \$140,000. Do you agree?---That's correct.

THE COMMISSIONER: Is that fees rendered or paid?---All of these I think were paid.

30 MR CHEN: And is it the case, is it not, Mr Lawler that having reviewed the financial records and records generally of the Land Council, the first tax invoice issued by Knightsbridge North Lawyers to the Land Council for work is the 16 March, 2016 tax invoice?---That's the first one I've ever been able to identify and evidence being paid, that's correct.

And just picking up the Commissioner's question to you a moment ago, Mr Lawler. The way that the financial matters of the Land Council were dealt with on a day-to-day basis was through two accounts, was it not?---I think there were three.

40 I see.---But there was an enterprise account, a housing account and, there's an enterprise - - -

If you turn to page - - -?---Yeah. Anyhow - - -

There's an access account and an enterprise account.---And an access account, yeah. And, and separate to that there was an investment account where there was a lump sum investment that the Land Council had.

But the day-to-day expenses – for example, legal fees – were paid either through the enterprise account or the access account, were they not?

---Principally, yes, that's correct. That's where they should have been, yeah.

And in fact the accounts that I've just taken you to, namely the ones from Knightsbridge North, were paid from either one of those accounts, were they not?---That is correct.

And who had access to that account, do you know?---During – no, I couldn't categorically say, no.

10

Now, you also mentioned earlier that in addition to those legal fees there were other legal fees incurred by the Land Council in connection with the claim that it had against the Minister, the Registrar and New South Wales Aboriginal Land Council.---That's correct.

And one of the firms – sorry, a firm of solicitors was retained by Knightsbridge North Lawyers called Jackson & Associates.---That's correct.

20

And their fees were approximately \$32,000, were they not?---Yeah, that, that sounds right.

And in addition the Land Council, through either Knightsbridge North Lawyers or Jackson & Associates, retained barristers.---Yes.

And their fees were approximately \$50,000.---Sounds right too.

So all up there's about \$220,000 in legal fees covering the period 16 March – or perhaps a bit before, depending upon what's contained in the narrative to the tax invoice – up until September 2016.---That's correct.

30

THE COMMISSIONER: Do I understand that of the proceedings concerning the Registrar and the other matter concerning the Aboriginal Land Council totally \$82,000, those proceedings ultimately went nowhere? ---That's my understanding.

Were they proceedings brought by the Land Council?---Yes, they were.

40

And do you know what they were designed to achieve at the outset but failed?---Well, I assume – sorry, but the proceedings would appear to be to a degree at the motivation of the legal advice from Knightsbridge, and were around the time of the Advantage property proposals also being, being considered or purported to be considered by the board. And they ultimately came to a head very quickly shortly after Knightsbridge gave notice that they were no longer acting for the Land Council. To my understanding, at almost the first meeting that the new solicitor, Mr Nicholas Dan, had with the Land Council Board, it was agreed to cease the proceedings.

So it was in effect \$82,000 down the drain chasing these proceedings?---
Yeah, well, yeah, well, the - - -

When I say down the drain, I mean it led nowhere ultimately.---That's correct. Certainly the comments I have had from the Department of Aboriginal Affairs and also my own legal advice is that they were quite poorly considered proceedings with never any real chance of success.

Yes, thank you.

10

MR CHEN: So aside from the expenses incurred, the only other thing that occurred was delay. Is that right?---That's correct.

20

Now, in relation to the appointment of Jackson & Associates, Mr Lawler, have you seen any material within the records of the Land Council which explain why they were appointed?---I have seen a comment that from Knightsbridge that essentially Knightsbridge due to how busy they were going to be in terms of advising the Land Council around developments and development opportunities, that they would need the assistance of Jackson & Associates, and it may have also been that Jackson & Associates may have had some other expertise that Knightsbridge didn't have. I'm not 100 per cent sure about that but I have a recollection that that could have been mentioned also.

Have you seen any material that explains how they were selected?---No.

Have you seen any material that records any discussion by the board about their appointment?---No.

30

Have you seen any material that records the chief executive officer or the acting chief executive officer considering their appointment?---No, I haven't.

I want to ask you now, Mr Lawler, just about the firm Knightsbridge North Lawyers. Mr Lawler, I took you earlier to your terms of your appointment. ---Yes.

40

And in particular one of the matters that you were tasked to look into was the authority of the board to appoint Knightsbridge North Lawyers?---Yeah.

Now, I want to show you some documents, perhaps in slightly different order if I can first. Would you turn, please, to page 162.---Yes.

And in front of you should be a letter from Knightsbridge North Lawyers to the board of the Land Council, dated 27 November, 2015.---Yes.

And prior to today have you seen that letter before, Mr Lawler?---Yes, I have.

When was the first time you saw it?---It came as a result of my solicitors requesting the details of engagement letters, engagement letters or correspondence between Knightsbridge and Awabakal Land Council because Land Council's records didn't have any such records.

I see. When you say such records, this letter was not in their records?
---Yeah, this letter, yeah, was, when, yeah.

10 Could you put a time on when the solicitors gave you that letter, roughly?
---I would have thought not long after it was received because it was part of a process of, or a flow of very abusive correspondence from Knightsbridge and a whole range of allegations that they were making with regards to my behaviour and purported illegal actions and it was part of that flow of documents, so I think I would have received this fairly, or had knowledge of it fairly shortly after Knightsbridge received it.

THE COMMISSIONER: Who was the particular author of the letters you just referred to to yourself?---Oh, Ms Bakis.

20 She was the sole practitioner?---That's correct. Sorry, so we're in March '16.

MR CHEN: '17 you mean?---'17, sorry, March '17, yeah.

So just so it's clear, when you first received this letter from your lawyers was around the period of March 2017?---That's correct.

30 Now, would you have a look, please, at the next pages, 163 to 170?---Ah
hmm.

Was this, which is the cost disclosure statement - - -?---Yeah.

- - - dated 27 November, 2015.---Ah hmm.

Was that document within the records of the Land Council?---No.

40 Was that document provided to you at the same time as the letter which was at page 162?---Yes, it was.

And I just want to clear up something if I can, Mr Lawler.---Sure.

When you talked about your lawyers, you mean the firm of lawyers, Chalk & Behrendt?---Chalk & Behrendt.

Yes, thank you.---That's correct.

THE COMMISSIONER: Just on that last document, the cost disclosure of 27 November, 2015 you say there was no sign of that cost disclosure record in the papers that you had access to as administrator?---That's correct.

Have you been able to make any inquiries which might explain how this cost disclosure agreement came into existence if it wasn't in the records of the Land Council?---Well, it was supplied by Knightsbridge North Lawyers but there were - - -

- 10 Sorry, just to interrupt you. I don't want to interrupt your train of thought. Supplied by Knightsbridge in what circumstances and when?---At the request of Chalk & Behrendt as to well, you say that you've been appointed, show us the details because we haven't got any, we didn't have any appointment details. Knightsbridge North Lawyers make accusations that Ms Sophia Wotherspoon was destroying records around August/September, 2016. They also claim that quite extensive files were provided to the Land Council that included their relevant, relevant documentation. At the time of my appointment those records weren't in existence and also Knightsbridge made comment, I think it was that they had voluminous records of the Land Council's at their offices however, since they were holding a lien over them with regards to non-payment of fees they wouldn't release them. So
20 somewhere in all of that maybe is this original agreement. I don't know.

MR CHEN: You've never seen the original cost disclosure agreement dated 27 November, 2015?---No.

And you've never seen an original of the letter from Knightsbridge North Lawyers dated 27 November, 2015 which apparently accompanied it?---No.

- 30 Now, Commissioner, could I tender a folder described as sundry documents shown to the administrator of the Awabakal Local Aboriginal Land Council.

THE COMMISSIONER: Thank you. You're going to tender this folder?

MR CHEN: I will tender it.

THE COMMISSIONER: Yes. The bundle of sundry documents shown to the administrator of the Awabakal Land Council can be Exhibit 43.

40

#EXH-043 – SUNDRY DOCUMENTS SHOWN TO ADMINISTRATOR OF THE AWABAKAL ALALC

MR CHEN: Now, Mr Lawler, would you be good enough please to turn to the first page. There's a letter from Knightsbridge North Lawyers to the directors of the Land Council dated 28 November, 2014. Do you see that?
---Yes.

Have you ever seen that letter before?---I think I have, yes.

When did you first see it?---I'm sorry, I couldn't tell you but it was part of the flow of information in conjunction with the legal case started by Advantage Property and Knightsbridge Lawyers I would think.

10 You have in the course of your work had cause to search the records for matters of this kind such as a letter such as this?---Yeah.

Was this letter in the records of the Land Council?---No, it wasn't.

Just so it's clear, Mr Lawler, if you turn to pages 2 and 3 of that which appear to be stapled to, or appear to be one and the same letter again.
---Yeah.

That schedule was not in the records of the Land Council?---No.

20 Would you turn please to page 4 of Exhibit 43 described as Cost Disclosure Statement - - -.---Yeah.

- - - and Client Service Agreement Awabakal Aboriginal Land Council.
---Yeah.

Was this a record that was ever in the possession of – I withdraw that. Was this a document that you were able to discover within the records of the Land Council?---No.

30 Have you seen this before?---Yes, I have.

Again, did you see it in the context - - -?---As part of the legal process, yeah.

Would you turn, please, to page 13, which is a letter from Knightsbridge North Lawyers dated 12 December, 2014, addressed to Mr Green.---Yes.

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

40 Have you seen that in the same context of the civil proceedings?---That's correct.

Is that a letter that's in the records of the Land Council?---No.

I'll make that question a bit clearer.---Sure.

Prior to you receiving that letter in the course of the legal proceedings, was that letter in the records of the Land Council?---It was not.

In relation to that letter, have you ever seen an original of it?---No, I haven't.

In relation to the cost disclosure letter and the cost disclosure dated 28 November, 2014, have you ever seen originals of those documents?---No, I have not.

10 While we're on fee agreements, Mr Lawler, I'm just going to ask you to have placed in front of you volume 15, page 162. That should be called a Confirmation of Variation of Retainer and Engagement, dated 7 June, 2016.---Yes. Ah hmm. Yes.

I'll come to the meeting that you had with Mr Faraj in 2017 shortly.---Sure.

But was this document ever in the possession of the Land Council at the time that you were appointed the administrator?---No, it wasn't.

Have you ever been able to find a copy of it in any of the records of the Land Council?---No, I have not.

20 Have you ever seen – I'm sorry, was that retainer and engagement agreement ever provided to you by Mr Faraj?---I don't believe so. Again, I think it has come from the subsequent legal proceedings.

And that's the first time you saw it?---Yes.

Thank you. You can just return that. Now, part of your specific role, Mr Lawler, as the administrator, was to look into the entry of agreements by the Land Council that purported to deal with land. Is that right?---That's correct.

30 And when you had cause to search the records of the Land Council, did you manage to locate an unsigned document called a collaboration agreement? ---No. I had that provided to me by the then Land Council solicitors Bilbie & Dan at the meeting that I had with directors of the Land Council on 17 October, in the afternoon, first day that I was at the office, and advised them – 16 – and advised them that I was, had been appointed administrator and they were no longer in the roles as directors. Nicholas Dan was there. I separately met with him and asked him could he provide me with a copy of all legal documentation or any information that he considered relevant. And
40 on 19 October, 2016 he forwarded to me a letter with a whole range of documents. But he specifically says in his letter, "I have concern that there's a document called or titled Collaboration Agreement (Awabakal Economic Advancement Strategy) dated 7 June, 2016, and I enclose a copy of that document. Although the agreement is dated, I don't have a signed copy. The document mentions that the Land Council wishes to sell certain lands. 'Certain lands' is not defined in the agreement." And he enclosed a copy of that Collaboration Agreement (Awabakal Economic Advancement Strategy), 7th of June. So that's where I received it from.

I see. Now, I'll just ask you to look at volume 1A and page 295. Folder 1A.---Yeah. Yes.

If you look between pages 295 and 319 and putting to one side that this document is signed, is that the, you received an unsigned copy of that from Mr Dan in 19 October?---That's correct.

10 Did Mr Dan ever tell you where he got the document from?---I think he received it as, it's marked at the bottom as evidence lodged by Ms Bakis which I think related to the action that was happening with regards to the Minister and as part of a, my term may not be correct but sort of stay of proceedings with regards to the appointment of an administrator it was agreed that no further actions would be taken with regards to property deals and I think Ms Bakis included the unsigned copy of that collaboration agreement as evidence of what had been discussed and would be discussed at a future members' meeting.

20 But that document say for the provision of it to you by Mr Dan was not in the records of the Land Council?---No, it wasn't.

Now, I want to ask you some questions about some of the other agreements but when you were appointed the administrator was contact made to you by a person called Hussein Faraj?---Yes, in early 2017.

Now, would you turn up please page 285 of the folder in front of you, folder 1A.---Yeah.

30 And you will see that there's a chain of emails between you and Mr Faraj. Do you see that?---Yeah, yes.

And they start actually at page 294.---Yes.

So you will see at page 293 there's the first email sent to you. Do you see that?---I think it starts at 292 by the looks of it.

There may be a couple.---Yeah.

40 All right. Let's start at 292.---Yeah.

It appears to be addressed to the Honourable Leslie Williams who was the Minister.---Right. Sorry.

In any event you appear to have received it because if you go to 293 it says, "Please find below message sent to administrator 6 January, 2017."---Yeah. That's correct.

Was that the first contact you had with the gentleman known as Hussein Faraj?---He may have rung me that same day and then subsequently on the same day then went into print as he said there I've left a voice message arrived back from China basically. Yeah, so that's when the communication with Mr Faraj commenced.

And if you turn then to 291 you will see that's the start of you responding via an email dated 9 January, 2017 at 12.26pm.---Yes.

10 And the response goes to page 292.---Yeah.

There is then a long email - -?---Since at that, since at that stage the only document that I had was the unsigned copy of the collaboration agreement that I'd received from Nick Dan so claims were being made about documents and property deals being done and whatever. I didn't have any signed documentation so I asked for it.

I see. If you turn then to page 288 you will see there's a long email response from Mr Faraj.---Yeah.

20

And taking some exception to the nature of your correspondence.---Yeah.

And then if you turn back to 287 just to follow this through there's an email, a further email from Despina Bakis sent to you, to the Minister's office amongst office dated 10 January, 2017 at 12.36pm.---Yeah.

These emails go again back to page 285 but is this the initial chain of communications between you, Mr Faraj and others that led up to you meeting with him?---That's correct.

30

Now, you met with him, did you not, on 17 January, 2017?---That's correct.

Where did you meet him?---Land Council's office.

In Newcastle?---Yes.

And who attended that meeting?---Mr Faraj, Mr Soulias and Rose, sorry, the, I can't remember the lady's - - -

40 Was it Zhao?---Yeah.

And who, who were Mr Soulias and Rose Zhao?---They were advised to me prior to the meeting as being fellow directors of Advantage Property Group.

In the emails Mr Faraj states that there was an agreement, but during this meeting did he explain how the apparent agreement that had been entered between Advantage and the Land Council came about?---That, he, he may have, but the real significant part of the meeting, Mr Faraj did basically all

of the speaking, Rose nor Mr Soulias said very much at all. He spent a fair bit of it talking about the credibility of the Advantage Group and what they had to offer and how great an assistance they could be to the Land Council. I don't really recall any discussion about, and certainly there was none in detail, about how things all came about, it was just that here is the background as to who we are, what we do, we've got signed documents and therefore as far as we're concerned, you know, we've got a deal. I said, "Well, I haven't seen any signed documents, if you'd like to provide those, I'm happy to have a look at those, reflect on them and come back to you." And that's how the meeting went.

THE COMMISSIONER: Did he ever send you any signed documents?
---Yeah, he then provided me – because prior to the meeting he had said to me in an email that yes, he'd like to meet, if he was satisfied with my sort of fair-dinkum-ness, that wasn't the word, they weren't the words but it was a word that meant that um, then he could, he might hand over the folder. I responded saying, well, I don't really see what my fair-dinkum-ness has got to do with whether you do or don't have a deal with the Land Council, so look forward to seeing you. He must have been satisfied with my fair-dinkum-ness 'cause he did hand me a file and that is the first time that any of those documents I had sighted before and there were signed agreements and whatever amongst them. I thanked him for the file, said that clearly I hadn't had a chance to have a look at it so I wasn't in a position to have any discussion with him about what it meant, didn't mean et cetera, and also emphasised to him that irrespective of what documents he had on file, for them to be of any effect as a land dealing it would have to have gone to a members' meeting, which I had been advised by quite a number of members it never had, and secondly, after even that was done it then needed to go to New South Wales Land Council.

MR CHEN: He also, earlier you said that Mr Faraj gave you some background to him and the nature of the deal that he'd apparently entered into on behalf of Advantage.---Mmm.

Did you have a view about whether it was a good or bad deal in terms of what he was telling you?---Well, I didn't have the information to really whether it was a good or bad deal 'cause I'd only seen the collaboration agreement, however, the collaboration agreement was clearly in breach of the Land Rights Act because it spoke about the Land Council's land being mortgaged to enable the developer to fund the rezoning. The coversheet to the collaboration agreement had a party to it, Advantage Property Experts Syndications Pty Limited, but the actual party to the agreement was Advantage Property Experts Syndications Limited. There were typos within the agreement et cetera, but the thing that did really strike me, and I can remember thinking this bloke's delusional, is that he said to me that part and parcel of this is that we're going to do up the post office and hand it back to the New South Wales State Government so as they'll provide us with a strategic state development approval for the development of Hillsborough

Road. I found that a really, I found that an interesting statement 'cause that's just not the way things work.

You mentioned as well that he provided you with a file.---Yes.

10 And you subsequently went through that file, I take it?---I provided that file in full to Chalk & Behrendt. To be frank, some of the agreements I found extremely difficult to read, understand. There were differing parties, as I said. Just quoted an example of where one party on the cover sheet, another party in the agreement. There were references to agreements even then that I still hadn't seen. So I sent the file to Chalk & Behrendt and asked them to review it and come back to me with their views as to what the documents meant.

Did you go through the file to work out what agreements were contained in it, though, without analysing the documents themselves?---Oh, yes, I did.

20 I just want to ask you about those, if I can. I think you have open in front of you page 295 of folder 1A.---Yeah. Yeah.

Within the file that Mr Faraj gave you was a signed copy of the collaboration agreement dated 7 June, 2016.---That's correct, yeah.

And again that was the first time you'd seen such a document.---That signed document, yes.

And no such document appeared in the records of the Land Council?---No.

30 The second document, if you turn, please, to page 320, was described as agreement addendum Recording Community Housing (Awabakal Economic Advancement Strategy).---Ah hmm.

Again, you'd never seen that document before?---No, I hadn't. I hadn't.

That wasn't in the records of the Land Council?---No, it wasn't.

Would you turn, please, to page 323.---Yeah.

40 There's a document called the Call Option Deed, dated 10 June, 2016, and it goes all the way to page 340.---Yes. Yeah.

Was that the first time you'd seen that document?---That's correct.

And that document wasn't in the possession of the Land Council?---No, it wasn't.

Would you turn, please, to page 341.---Ah hmm.

It's a document, an agreement, sorry, called Agreement Addendum (Awabakal Economic Advancement Strategy).---Ah hmm.

That was within the folder, was it?---That's correct.

That agreement is dated 8 July, 2016.---That's correct.

And so far as you were aware, that document was not in the records of the Land Council?---I had not seen it.

10

In addition, if you turn, please, to page 343 to 348. You'll see there's a fee proposal from Forlife Development dated 13 June, 2016.---Yeah. That's correct.

That was in the folder, was it?---That's correct.

And that was the first time you'd seen that agreement?---That's right.

20

And that document was not in the records of the Land Council?---No, it wasn't.

Would you turn, please, to page 349. And there's a proposal from Mirror Developments Pty Ltd dated 29 August, 2016.---Yeah.

Again, that document was in the folder that Mr Faraj provided to you. ---That's correct.

That was the first time you'd seen it.---That's correct.

30

And that document was not in the possession of or in the records of the Land Council?---No, it wasn't.

Now, I'll just ask for Exhibit 43 to be put before you, Mr Lawler. Mr Lawler, you'll see at page 22 there's a document described as Memorandum of Agreement Regarding the Procedural – that's typographical – Process for the Awabakal Advancement Agreements, dated 8 July, 2016.---Yeah, sorry, what date is it in the file?

40

Sorry, page 22.---Page 22. Yes.

Is that a document that you received subsequent to the meeting that you had with Mr Faraj?---I have certainly not seen that before I saw Mr Faraj.

I see. So far as you were aware, that was not in the records of The Land Council?---No, it wasn't.

Mr Lawler, the terms of your appointment by The Minister required you to have very careful regard to records such as the agreements that I've just

taken you through to ascertain whether or not fee agreements and matters of that kind with Knightsbridge North had been entered into.---Yes.

I take it that you took care in ensuring that the records were searched either by yourself or people under your direction to determine whether they existed?---Searched by me, there's nobody under my direction.

10 I see. You were satisfied in any event that all of these documents that I've taken you through, in particular those ones from The Advantage Transaction, were not within the records of The Land Council?---That is correct.

Now I want to ask you about some other agreements as well, Mr Lawler. In the course of carrying out your appointment as administrator, did you arrange for title searches to be conducted of Land Council property?---Well, Chalk and Behrendt did, yes, to my recollection.

The solicitors that you retained undertook that?---Yes.

20 Did they report back to you that there were a number of caveats that had been lodged by Sunshine Property Group?---Yes, that's correct.

Did you understand that the caveatable interest derived from Heads of Agreement dated 2 October, 2015?--- (No audible reply)

I'll put it a different way Mr Lawler. Did you understand - - -?---I didn't even know about Sunshine Group to start off with, obviously.

30 In the course of the inquiries made by Chalk and Behrendt, did it come to your attention that caveats had been lodged?---Yes, that's correct.

Did you understand that further requests were made for information from - - - ?---Chalk and Behrendt to Sunshine?

Yes.---That's correct.

40 And in due course were some, was material provided to Chalk and Behrendt and eventually to you?---Yes, that's correct. Chalk, Sunshine's solicitors responded to the correspondence from Chalk and Behrendt saying basically interesting that you've brought this issues of caveats up, we're about to take action against The Land Council with regards to property transactions which was absolute news to me.

In the course of discussions and dialogue with the Sunshine Group, did it come to your attention that agreement had apparently been entered into between Sunshine, Gows Heat and The Land Council?---Yes, there was copies of documents and in their statement of claim it was, the bulk of it

was all news to me and to my solicitors as to events that had occurred. We were learning as we read.

So was the statement of claim that Sunshine commenced filed in The Supreme Court in February or March of 2017?---That's correct.

10 Can Mr Lawler have access to The Public Brief Volume 2 page 127. Now, Mr Lawler, once you were learning more and more about what had gone on, did a copy of the Gows Heat or a document described as a heads of agreement between Gows Heat dated 15 December, 2014 come to your attention?---That's correct.

Do you know roughly when that was?---It would have been in the exchange of information between Sunshine and Chalk and Behrendt, so March/April 2017.

Would you just have a look then please at page 127 of Volume 2, do you recognise that as the heads of agreement?---That's the document.

20 Heads of agreement?---Yes.

Prior to that time were you aware of that heads of agreement?---No, I wasn't.

So far as you were aware, was there any record of such agreement within the records of The Land Council?---No, there wasn't.

30 Mr Lawler, in the records of The Land Council have you located anything to show that The Board authorised Mr Green to execute that agreement?---No, however, as you in your opening address there, is a manual minute that appears to be altered to add Gows in which appears subsequently to be used as justification by Knightsbridge as to the approval that that was the time at which entering into this agreement was approved.

So putting to one side the handwritten minutes, was there any other record that you were able to locate - - -?---No.

40 - - - that showed the board authorised Mr Green to execute it?---No, and as you correctly state the typed minutes are different to them which are approved, signed as correct are different to the handwritten minutes.

And have you located any records that show the board delegated the function of executing an agreement such as this to Mr Green?---Absolutely not. No, absolutely not. Nor have I sighted any evidence of the various agent or statements as to the various parties who are to act as agents or representatives of the Land Council. None of that is in minutes either.

And are you referring there to the those agents that are referred to in clause 20 of the fee agreement?---Yes.

I see. Between Knightsbridge North Lawyers - - -?---That's correct.

- - - and the Land Council?---Yeah.

10 Now, aside from – sorry, I withdraw that. Once the Sunshine proceedings have commenced and material was provided did you become aware that there were a number of alleged agreements that had been entered between the Land Council, Sunshine and Gows Heat amongst others?---That's correct.

And again I take it that you had searched the records of the Land Council to try and locate them?---That's correct.

And there were no such records?---Correct.

20 I wanted to show you these records if I can please, Mr Lawler. So it's public brief folder 3, page 150. These are on the screen as well, Mr Lawler, if it's easier.---Okay. Yeah.

There's going to be a few I'll need to take you to.---Sure. Yeah.

This is a document that you were first provided after the proceedings commenced in 2017?---That's correct.

Not a document in the records of the Land Council?---That's correct.

30 Would you turn then in the same folder to page 146.---Yes.

You will see there it's a document described as Offer Schedule and Exclusive Due Diligence Agreement dated 8 July, 2015.---Yeah.

Again is that a document that was made available after the proceedings had been commenced?---That's correct.

Not a document in the records of the Land Council?---That's correct.

40 I need to take you to folder 4 next, Mr Lawler, and, Mr Lawler, if it's more convenient for you - - -?---Yeah.

- - - I can show it on the screen.---Okay.

But if you prefer the folders there's no trouble, we can make them available.---It's no trouble. Let's try the screen.

All right. If you have a look at please folder 4, page 129. So there is the offer, it's described on the second page as the Offer Schedule and Exclusive Due Diligence Agreement.---Ah hmm.

And it bears a date of 21 September, 2015.---Yeah.

Is that a document that you were provided after the proceedings had been commenced by Sunshine?---That's correct.

10 And that's a document that was not in the records of the Land Council before then?---That's correct. That's correct.

So the next is folder 7, page 128. Do you see that, it's on the screen now, Mr Lawler?---Yeah.

It's described as Heads of Agreement Between Sunshine and the Land Council dated 2 October, 2015.---Yeah.

20 Again is that a document that was provided to you after the proceedings had been commenced by Sunshine?---That's correct.

And aside from – I withdraw that. That was not a document that was in the records of the Land Council before that time?---No, it was not.

In the same folder, page 136 you will see that's called a Surrender Agreement - - -?---Yeah.

30 - - - and Release Between Sunshine Warners Bay Pty Ltd, Gows Heat and the Land Council?---Yeah.

Do you see that, Mr Lawler?---I do.

And is that a document that was provided to you after the proceedings had been commenced by Sunshine?---That's correct.

And again that was not a document prior to that time that was in the records of the Land Council?---That's correct.

40 Same folder, page 59. Do you see there a call option agreement between Sunshine and the Land Council dated 12 October, 2015?---Yes.

Is that a document that was provided to you after the proceedings had been commenced by Sunshine?---That's correct.

And that document was not, prior to that time, in the records of the Land Council?---That is correct.

Same folder, page 71.

THE COMMISSIONER: Just in relation to this series of documents about which you're being taken, apart from none of these agreements you're referred to having been amongst the council records, did you see any reasonably contemporaneous records in the minutes of the meetings of the council to any of these records that you've been asked about in this last sequence?---No, I did not.

10 MR CHEN: Thank you. In front of you, Mr Lawler, is the deed of rescission dated 12 October, 2015, between Gows Heat and the Land Council.---Yes, I can see that.

Is that a document that you were provided after the proceedings had been commenced by Sunshine?---That's correct.

And prior to that time, that was not a document in the records of the Land Council?---That's correct.

20 Same folder, page 142. Sorry, the document in front of you, Mr Lawler, is described as a variation agreement dated 23 October, 2015, between Sunshine and the Land Council.---That's correct.

Was that a document that was provided to you after the proceedings had been commenced by Sunshine?---That's correct.

And that was not a document in the records of the Land Council prior to that time?---That's correct.

30 Mr Lawler, before you, sorry, in front of you is still that document described as sundry documents, a small folder which is Exhibit 43.---I think you might have exchanged it. Yes.

Would you turn to page 25, please.---Yeah.

The document described as a deed of acknowledgement and guarantee between Sunshine Warners Bay Pty Ltd and the Land Council, dated 21 December, 2015.---Yes.

40 Was that a document that was provided to you after the proceedings had been commenced by Sunshine?---That's correct.

And prior to that time, that document was not in the records of the Land Council?---That's correct.

THE COMMISSIONER: What page is that?

MR CHEN: Sorry, page 25, Exhibit 43.

THE COMMISSIONER: Yes, thank you.

MR CHEN: Mr Lawler, in the records of the Land Council, have you located anything that suggests that the board authorised Mr Green to execute these agreements?---No, I have not.

In the records of the Land Council have you located anything to show the board delegated this function to him in relation to these transactions or even more generally?---Definitely not.

10

In the records of the Land Council, have you located any records that show the board authorised Ms Dates to execute these agreements?---I have not.

In the records of the Land Council, have you located any records that show the board delegated the function to execute this contract in relation to these documents or more generally?---No, definitely not.

20

Now, Mr Lawler, you're aware, are you not, that – or are you aware that there was an attempt by the Land Council to enter into a transaction with Solstice or a group described as Solstice Property Corporation Pty Ltd?---I knew very little about that. I saw mention of the word Solstice. Actually we wondered whether Solstice and Sunshine were just convenient words. But up until what you've put on your website, the documents that are available - - -

You mean the Commission?---Commission, sorry. My apologies. I've learnt more about – pretty much everything that I now know about Solstice has come from that source.

30

Would you just have a look on the screen, please, Mr Lawler, at folder 8, page 22. Do you see there is a document described as Heads of Agreement, dated 19 November, 2015?---Yes.

Page 23 you'll see it's between Solstice, the Land Council and Gows Heat? ---Yes.

40

Prior to perhaps you recently seeing that document – I withdraw that. Have you seen the document other than on the website of the Commission?---No, I, no I hadn't.

I'm going to ask you to have a look please now at a document at folder 10, page 138. It's on the screen in front of you, Mr Lawler. It's described as a Collaboration Agreement for an Unincorporated Venture Between the Land Council, Solstice, Awabakal LALC Trustees and Able Consulting, dated 4 April, 2016?---Yes.

Have you ever seen this document before?---Not before I saw it on the website.

The Commission's website?---The Commission's website.

In the same folder, page 160, do you see there it's an undated draft agreement between, sorry, an agreement described as a Surrender Agreement and Release Between Gows Heat and Solstice Property Corporation Pty Limited?---That's correct.

10 Have you seen that agreement before?---Only on the Commission's website.

And in the same folder, page 162, a draft agreement described as Deed of Rescission and Between the Land Council, Solstice and Gows Heat dated 4 April, 2016?---Again, only seen it on the Commission's website.

I see. Same volume, page 165, there's a copy of the draft agreement described as a Call Option Agreement between the Land Council and Solstice, dated 4 April, 2016.---That's correct.

20 Have you seen that document before?---Same as the others, only on the Commission's website.

In relation to these agreements between or attempted agreements between the Land Council and Solstice, Mr Lawler, have you located any records that show the board authorised Mr Green to execute them?---No, I have not.

In the records of the Land Council have you located any record to show the board delegated its function to him in relation to this transaction or more generally?---No, I have not, neither.

30 In the records of the Land Council have you located any record to show the board authorised Ms Dates to execute these agreements?---No, I have not.

And in the records of the Land Council have you located any record to show that the board delegated its function to her in relation to this transaction or more generally?---Neither.

Now, in some of the agreements, Mr Lawler, there's reference to an organisation called Able Consulting Pty Limited.---Yes.

40 And part of your role as the administrator required you to examine alleged dealings including any agreements with that entity, did it not?---That's correct.

Have you been able to, putting aside the draft agreements that I've just drawn your attention to now, have you been able to find any other agreements involving Able Consulting Pty Limited?---No, and I have not been able to find any evidence of their sort of credibility or competence.

All right. Specifically, Mr Lawler, have you been able to locate any retainers between them and the Land Council, either before or after the time of the Advantage agreements?---No. My recollection is that the agreements say that Able Consulting as the managers will be engaged by, the documents I had related to Advantage Property, so I assume there's an agreement between them, but I've never seen one.

10 Mr Lawler, you're aware, are you not, that Abel Consulting prepared apparently a report dated 6 April, 2016 which was directed to Debbie Dates as The Chairperson of The Land Council?---Yes, and was tabled or discussed as a Land Council meeting, sorry at a Board Meeting.

Now that's the Board Meeting of 8 April, 2016?---That's correct.

Now, were you able to located any retainers with Abel Consulting Pty Limited that related to the preparation of that report?---No, I haven't.

20 Is there any record of The Land Council making any payments at any time to Abel Consulting Pty Limited?---No, there's not.

Are there any records of The Land Council making any payments at any time to a person known as Greg Vaughn?---No there's not.

30 In Folder 1A at page 153 - - -?---Sorry, there is reference in some of the early invoices from Knightsbridge back in March/April to Greg Vaughn, his name is included in Knightsbridge invoices that are invoiced to The Land Council. It's not clear whether he is any individual role or whether he's part of Knightsbridge but it refers to discussions with Mr Vaughn et cetera and as I said, there's an invoice from Knightsbridge, invoices from Knightsbridge to The Land Council.

So they refer, the invoices you're referring to, they are the tax invoices that Knightsbridge North Lawyers rendered to The Land Council?---That's correct.

And within the narratives to the bills there are some references to Mr Vaughn, is that right?---That's correct.

40 And that's what you're referring to?---That's correct.

But my question was more directed to whether or not Mr Vaughn - - -?---I appreciate that but I'm just not sure in what capacity Mr Vaughn was either working, whether those payments were, were any part of the payment to Knightsbridge was meant for him or not, I don't know so, it's the only reason I'm raising it.

Thank you. Now at page 543 of Exhibit 42, so Folder 1A, there's a report from Abel Consulting dated 6 April, 2016.---Yes.

Was there a copy of this report in the records of The Land Council?---No there wasn't.

THE COMMISSIONER: Sorry, what page is it?

MR CHEN: Page 543. Exhibit - - -

10 THE COMMISSIONER: Exhibit 42 or 3?

MR CHEN: 42 Folder 1A.

THE COMMISSIONER: My numbering doesn't go up to, beyond - - -

MR CHEN: Commissioner, I'm sorry, Folder 1B.

THE COMMISSIONER: 449.

20 MR CHEN: Folder 1B, I'm sorry Commissioner.

THE COMMISSIONER: Thank you.

MR CHEN: Do you have that in front of you, sorry?---Yes, I do, yes.

Mr Lawler, was a copy of that report at all available on the email server of The Land Council?---I'm not sure.

30 Just in relation to that report, Mr Lawler, were you able to locate any records that show the board authorised or approved to retain Able Consulting Pty Ltd to provide such a report?---No, I've not.

And have you located any records that show the board delegated this function to her?---No, definitely not.

Earlier, Mr Lawler, you referred to Sophie Wotherspoon or Sophie Anna. ---Ah hmm, yes.

40 And you also mentioned that there was issue concerning the destruction of documents.---Yeah, there was a claimed issue by Knightsbridge North Lawyers.

THE COMMISSIONER: Was there any evidence to support those allegations, to your knowledge?---No, I haven't sighted any evidence. Well, sorry, other than there's a distinct shortage of records at the Land Council's office. Whether, how that has occurred, I don't know.

Well, a shortage by virtue of the fact either they didn't exist in the first place or, alternatively, some were taken.---Yeah, that's correct. And as I've said,

Knightsbridge have said in writing that they have voluminous amounts of Land Council records, so I don't know whether they're there.

MR CHEN: It's a serious allegation to make against somebody, they're destroying documents of the Land Council.---Absolutely.

Did you speak with Ms Wotherspoon about that allegation?---Yes, I have, yes.

10 And did you put the allegation to her?---Yeah, she denies it.

All right. Now, Mr Lawler, the minutes and other documents refer to a person called, from time to time, Nick, NP or Nick Peterson, do they not? ---Yeah. Yeah, that's correct.

And in fact there's reference to either one or other of those names in the bills that KNL issued to the Land Council.---That's correct.

20 And indeed it's also referred to in some of the bills that Jackson & Associates rendered in the matters, isn't that right?---That's correct. And I think also the barrister or the other lady that you mentioned. In her invoices I think there's reference to Nick.

Now, the solicitors for the Land Council, Chalk & Behrendt, wrote on your instruction, did they not, to Knightsbridge North Lawyers asking for advice about who that person Nick was?---That's correct.

And was that in and around January of 2017?---That's right.

30 In folder 1 at page 85 is a copy of the letter.

THE COMMISSIONER: Thank you.

MR CHEN: Sorry, it's page 84.

THE COMMISSIONER: I'll give you this one back.

MR CHEN: And if you just scroll down to page 85, second paragraph.---Ah
hmm.

40

I think the hand is – do you see that on the screen, Mr Lawler?---Yes.

Do you know whether a response was ever received to that request?---I understand from Chalk & Behrendt no reply – it's never been responded to.

Shortly after this time did you come to believe that this person was in fact Nick Petroulias?---Chalk & Behrendt identified a commonality in addresses with regards to a, to Nick Petroulias with some other information that they

had, and actually sent me a photocopy of or a copy of Nick Petroulias and saying, "This is who we think Nick Pearson may be."

I'm just going to show you a photograph. So it's folder 1B, page 694. Exhibit 42. It's up on the screen.---Yeah.

That's a copy of a photo that you received.---That's correct.

10 And did you show that to Tamara Towers?---That's correct.

And who was Tamara Towers?---She was the receptionist at the Land Council.

And when you showed her that photo, what did you say to her?---I said, "Can you tell me, is this Nick Peterson, the solicitor for the Land Council?" She said, "Yes, that's Nick."

20 THE COMMISSIONER: Did you say that you saw items in the invoices from Knightsbridge North Lawyers that referred to Nick Peterson?---Never, have to go back and have a look at the - - -

I may have misunderstood what you've said before.---No, what I said before was that there was reference in the Jackson invoices to discussions with Nick and also references in, there was senior counsel, I forget the counsel's name, in separate, who were also engaged by Knightsbridge, numerous references to discussions with Nick.

30 MR CHEN: It's both, Commissioner, and as well if I can perhaps draw your attention to folder 1A, Exhibit 42, page 12.

THE COMMISSIONER: Folder, which one, folder?

MR CHEN: 1A.

THE COMMISSIONER: 1A. What page?

MR CHEN: Page 12.

40 THE COMMISSIONER: Page 12.

MR CHEN: So the third-last paragraph, Commissioner. Attendance.

THE WITNESS: Nick and Despina.

MR CHEN: Nick and Despina. And, Commissioner, just to complete what the witness has said in terms of Jackson & Associates. Page 197 you will see, Commissioner, there are repeated references through that bill to Nick.

THE COMMISSIONER: What role is Mr Petroulias taking in relation to the litigation, is it all litigation? The first page, page 10 relates to the litigation with the Minister and the Registrar and the council.

MR CHEN: Yes, Commissioner.

THE COMMISSIONER: There's an item there which the Land Council is being charged for the services of Mr Petroulias, page 12 as you pointed out, full day with Ms Bakis 5 August, 2016.

10

MR CHEN: Yes.

THE COMMISSIONER: Why is the Land Council paying Mr Petroulias for whatever he was doing on that day?

MR CHEN: It's not apparent from the documents, Commissioner.

THE COMMISSIONER: The same applies to page 197.

20

MR CHEN: It does.

THE COMMISSIONER: 15 August. It's the same date I think isn't it. No, it's a different day.

THE WITNESS: It's my understanding Land Council members understood Mr Petroulias to be their solicitor and Ms Bakis to be the principal of Knightsbridge Tax who were acting as accountants at the same time.

30

THE COMMISSIONER: Well, whatever their understanding was Mr Petroulias was never the lawyer for the council was he?---That's, that is factually correct but quite a number of members when they've discussed with me with regards to Knightsbridge Tax and Law and Mr Petroulias have said that they understood that Mr Petroulias was the solicitor acting for the Land Council.

40

You're unable to say whether they gained that understanding from any representations made to them about that matter by anyone?---I think, I think that is the case, sorry, there can be and I know in evidence that we've provided to court there are numerous examples shown of where Mr Petroulias has either been portrayed as the solicitor or it's clear that people understood that he, he was acting in that capacity.

What sort of evidence do you recall that - - -?---Documentary evidence from within the Land Council either in terms of correspondence or minutes or - - -

You'll come to that later will you, Mr Chen?

MR CHEN: Sorry, Commissioner?

THE COMMISSIONER: We're talking about documentations within the council which deals with either representations or holding out of Mr Petroulias as being a lawyer with Knightsbridge.

MR CHEN: It's in evidence. It's in the public brief. It's certainly within the minutes, Commissioner. There are references to Mr Petroulias being, sorry, recorded as either from Knightsbridge North Lawyers or solicitor but the basis for what is recorded is a matter which we'll need to investigate, Commissioner, as to how that came to be.

THE COMMISSIONER: Thank you.

MR CHEN: Just before I leave this photograph, Mr Lawler, did you show that photograph to any of the other staff members of the Land Council aside from Tamara Towers?---No, I did not.

Now, you conducted, did you not, a members' meeting on the 21st of February, 2017?---That's correct.

And you invited the members to indicate whether they wished to proceed with any further discussions with Advantage, did you not?---That's correct.

And what was the response to that invitation that you gave to the members? ---There was not one hand went up to support any further consideration or discussion with Advantage.

Was Ms Dates present?---She was.

And she obviously didn't - - ?---She definitely did not vote against the motion to not continue with any discussions or interactions with Advantage Property.

Did you know Mr Green at that stage?---No, I'd never seen, never met him, never spoken to him.

Now, after the members indicated as much with that meeting, did you then proceed to advise Mr Hussein - - ?---Faraj.

I'm sorry, Mr Faraj.---Just, sorry, at, at, you, you asked whether I asked anybody else about another staff member with regards to the picture of Mr Petroulias. At that members' meeting I held that picture up and said, "Is this Mr Pearson who's been (not transcribable)?" And they said, "Yes, that's Nick."

Are you able to be more specific as to who indicated that?---Oh, it was just, yeah, yeah, that's Nick. So, yeah, there were 40 or 50 people there, so. There was nobody who said, no, that's not Nick, so - - -

I see. Right. Now, you advised, did you not, Mr Hussein Faraj of the outcome of that meeting?---That's correct.

And you did that by email, did you? Or did you telephone him?---No, by email or letter. I can't remember but it would have been in writing.

10

And did you receive a response from Mr Faraj?---Oh, yes, I did.

And could I ask you to turn up, please, in Exhibit 42, folder 1A, page 383.

THE COMMISSIONER: 383, is it?

MR CHEN: 383, Commissioner, yes. It's up on the screen as well, Mr Lawler.---Yeah.

20

Does that appear to be the response you've received?---Yes.

He's sent it to a number of people including, I notice, Bill Shorten.---Yeah.

Have you had any other dealings with Mr Faraj after this time?---Yeah, there's been a fairly sort of – there have been continued abusive letters.

30

THE COMMISSIONER: They started earlier than that, I think, didn't they?---Yeah, yeah, pretty much – well, from the first one almost. So they've been abusive ever since, making a whole range of defamatory claims and inaccurate claims, et cetera. Advantage is also running a Facebook campaign which – I'm not on Facebook, but numerous people have told me about and I have seen extracts of it that have been provided to me. Been running a fairly constant or slanderous Facebook campaign with regards to myself. At the March Land Council meeting, Mr Faraj and two other people were standing outside the Land Council office.

40

MR CHEN: Is that this year?---Yeah, yeah. Sorry, standing outside the Land Council meeting, and as we left were handing out flyers making a whole range of accusations with regards to me and the Newcastle Herald and Chalk & Behrendt, and with regards to Newcastle Post Office. My local residential area was letterboxed with those flyers the same evening, and it's clear from the Facebook posts by Advantage that I'm being stalked because there are quite a number of photos that have got nothing to do with other than me just going about my business. I've reported that to the police, both the stalking and also the letterboxing in my local residential area.

Now once you were appointed the administrator, did you make some contact with or have some contact with Despina Bakis?---Yes, within a

week or so of me being appointed she made contact with me, I think her evidence says that she spoke to my secretary, Ms Whent, but and that she attempted to talk to me and that I didn't express any interest to talk to her - -
-

10 Why was that?---Well, at that stage, sorry she said she wanted to update you with regards to the operations of The Land Council and some property matters. The only thing I'd seen was the unsigned Collaboration Agreement and so that's the only document I had and there were far more pressing
15 issues from a general operational point of view of The Land Council that certainly needed to be addressed. In my first couple of reports to The Minister, I made reference to the fact that I appreciated in the appointment terms for the examination of and review of documents in relationships
20 relating to be it Advantage or Sunshine or however, said, look I'll be doing that a little later as part of my appointment terms because I've not seen, to me there was no members meetings ever been held, I've only seen one unsigned document, it is clear that there has been, therefore, no enforceable, New South Wales Aboriginal Land Council have never been approached to approve anything so, really, there can't be any approved property, can't be
25 any property dealings that we need to be concerned about. I initially focused on the more day to day issues in terms of trying to get this Land Council into order but of course, all that changed in very early January when Mr Faraj made contact with me and all the ballistics started.

Have the communication between you and Ms Bakis, principally been or exclusively been, either email or letters?---Yes.

30 How has been the degree of co-operation between you and her in trying to sort out the affairs of Land Council following your appointment?---Other than the first correspondence I sent and asked for a copy of a briefing agreement that there was reference to in the minutes, I could say that all I've
35 ever received from Ms Bakis is abuse, complaints, accusations and been told that she's not my secretary and that I'm a thief and it just goes on and on. I find, I have never experienced let alone from a professional person, I've never experienced the style in which Ms Bakis writes.

40 Are you able to offer an explanation as to why she's doing this?---She's clearly an angry little ant but I don't know what, it's just, I presume meant to be offensive in an effort to stop, prevent, not encourage me to continue to inquiry with regards to what's happened.

I'm going to ask you to have a look at some documents now, just some correspondence has passed between you and Ms Bakis. Would you turn please to Exhibit 42 Folder 1A page 281. You'll see up on the screen Mr Lawler, perhaps the second paragraph, is that the flavour of the communications that you've been - -?---I'd say that's nice.

I see. I'll ask you just to have a look at another couple Mr Lawler, page 280 of the same folder. So this is an email dated 16 March, 2017 at 11.49am and perhaps the last paragraph.---Well, you know, it's just an example of, you know, it's, it's, you know, your accountant's charging four, your, sorry, you are ripping off Awabakal, accountant's charging four times what my accounting firm charge and the fact that there's an overlap paid to your Lawler auditors, like, I had not been – the auditors were PKF, I had not been a member of that firm for nearly three years at that stage, yet there have been continued allegations and accusations by Knightsbridge that the
10 auditors, they call them PKF Lawler, which they have not, were not during June '15 or '16, that in effect we're working in conjunction together in some way in the, in, for the disinterest or not in the best interest of the Land Council. So you know, your Lawler auditors, again that's presumably making an accusation, talking about double dipping, and then of course, you know, don't bother me because you're, you, you're too lazy to do what you're being paid to do and blah, blah, blah.

MR CHEN: I'll just show you one other, please, Mr Lawler, if I can. So page 283 of the same volume.---I could probably show you more. Yeah.

20 That's an email - - -?---Yeah.

- - - sent to you March 17, 2017 at 5.27pm.---That's correct.

Perhaps the first paragraph and the last paragraph were what I want to direct your attention to.---Sure.

30 Is this the style of correspondence you were receiving?---That's right. I also noted in your, you said earlier today that, in your initial introduction that Ms Bakis didn't have any experience with Land Councils. In a letter I received from her or an email, January/February 2017, that was alleging that I'd defamed her and whatever, she talked about her, her and her firm having extensive Land Council experience and also Advantage Property having extensive involvement with Land Councils and because of that, me, according to her, not talking positively about her and Advantage had defamed her at Land Council meeting.

Thank you, Commissioner, that's the examination of this witness.

40 THE COMMISSIONER: Nothing further. All right. Does anybody want to ask Mr Lawler any questions?

MR PETROULIAS: Quite a few.

THE COMMISSIONER: I'm sorry?

MR PETROULIAS: Yes, quite a few.

THE COMMISSIONER: Yes.

MR PETROULIAS: Thank you.

THE COMMISSIONER: Well, Mr Petroulias, well, I indicated before to everyone who made an application, the right of appearance or leave to appear is subject to the directions that are called standard directions of the Commission. That draws attention to the fact that the Commission has
10 responsibility for ensuring that its proceedings are conducted efficiently and properly and accordingly it is my duty to ensure that any questioning of witnesses is relevant to the issues that have been raised or any other issues that are relevant, and the cross-examination or the examination of witnesses is to be conducted in an efficient manner. So if you just bear in mind the standard directions, I'm sure you've got a copy. Do you have a copy of them?

MR PETROULIAS: Yes.

20 THE COMMISSIONER: Then you'll understand what I'm referring to. So, Mr Petroulias, just bear in mind those standard directions if you wouldn't mind and that's a direction I give not just to you, but to everyone who is here and who will participate, and I expect that everyone will comply with those standard directions.

Yes, Mr Petroulias.

MR PETROULIAS: Yes. Mr Lawler, you said that Ms Bakis contacted you shortly after your appointment and sought to meet with you and tell you
30 about the property deals that had been going on and you said to update you about the operations of the Land Council generally and the property matters. ---That's correct.

Your response was, your response was, look, I didn't see any property deals at the time and I wanted to focus on day-to-day issues.---Yep. That's correct.

That's correct, okay.---Yeah.

40 But I don't get it. You've walked in, you've said there's no accounting files, there's very little and poorly organised, you've said that you don't have, there's an issue about document destruction, you've been charged by The Minister to actually look into the property transactions so, how do you reconcile that?---Very straight forwardly as I said to you or said earlier and I reported to The Minister in my monthly reports that in the first 40-odd days of the appointment the issues that were in my view that needed addressing were the many organisational and operational issues and without there being a CEO or any senior person there required attention and since I knew that

nothing had been approved by members of New South Wales Land Council therefore no legal property transfer could have occurred or land be lost which was that term was one used to by a number of members and the only document that the then solicitor had relating to any property matters was the one I referred to.

10 Tell me, do you remember the letter of 20 October, 2016 by Ms Bakis to Hub Accounting, saying it's what called in Accounting ethical letters which I'm sure you're familiar with, and identify to them come and collect your documents?---No, I'm not aware of that.

Oh you're not aware of that?---No.

That's been presented in the proceedings several times to your solicitors, they haven't shown it to you?---Um, I'm not sure what the goal of that is. When I requested records after being advised by Ms Bakis that she had significant quantities of records, I was told they were being held under lien.

20 Hold on, 20 October, 2016 is shortly after your appointment, shortly after her approaching you and asking to meet you and update you and about the operations and the property deals. She writes to your accounts to come and collect the material and this material, has it ever been collected?

MR KIRK: I object. If my friend is relying on a document which he says exists and is then using for the premises for a question, I actually withdraw the word my friend. If Mr Petroulias is relying on such a document he should produce as a matter of fairness this document before he proceeds to question based on that premise.

30 THE COMMISSIONER: Mr Chen, are you aware of whether the letter being referred to is amongst the papers - - -

MR CHEN: No, I'm not Commissioner, and I'm grateful for my friend to rise when he did, I assumed that it perhaps was, I haven't seen it but I would have to suggest Commissioner that it's - - -

THE COMMISSIONER: Well, Mr Petroulias, are you in a position to produce the letter and/or do you have a copy of the letter?

40 MR PETROULIAS: I can have a copy for you tomorrow - - -

THE COMMISSIONER: You don't have a - - -

MR PETROULIAS: I do know that it's on the USB that has been taken from Ms Bakis' files.

THE COMMISSIONER: But you don't have a copy of this letter at the moment.

MR PETROULIAS: I don't have the USB, I know you guys have it, I can have it to you tomorrow.

THE COMMISSIONER: Well - - -

THE WITNESS: I'd also like to know where you have evidence that in fact, me ever being advised by Hub Advisory of the letter.

10 MR PETROULIAS: No, I'm not saying you didn't.

THE WITNESS: You just made accusations as to my competence - - -

MR PETROULIAS: No.

THE WITNESS: Yes you did.

MR PETROULIAS: I asked - - -

20 THE WITNESS: With regards to saying - - -

THE COMMISSIONER: Mr Lawler, just hold it for a moment would you. Mr Petroulias, I won't allow any more questions on this letter until it's produced.

MR PETROULIAS: Certainly.

THE COMMISSIONER: We'll leave it till tomorrow.

30 MR PETROULIAS: Let's move on.

THE COMMISSIONER: Move on.

MR PETROULIAS: You asked her for a joint legal and accounting brief and she gave it to you?---Yes.

That indicated the dire straits of Awabakal Land Council at the time consistent with your understanding?---I didn't need her brief to tell me that, that's correct.

40

But she did do that, okay. So, you didn't have documents, the accounting records of stuff, she's offering to help you and you don't take up the opportunity to collect the documents from her?

MR KIRK: I object to that.

THE WITNESS: We've covered that.

THE COMMISSIONER: Just a minute.

MR CHEN: The arises from the same, the very same letter.

MR PETROULIAS: No, that was the accounting, now we're talking about the legal documents.

MR CHEN: I think the premise of the question is what's contained in this letter.

10

THE COMMISSIONER: Mr Petroulias, again, until we have the letter that you're relying upon - - -

MR PETROULIAS: That's fine.

THE COMMISSIONER: - - - we can't explore this area. Would you move to another area please.

20

MR PETROULIAS: Yeah. Okay. Let's go for it. So she's, at the time there's outstanding payments aren't there, she's got outstanding invoices? ---I was not aware at the time that there were, and there still are not any outstanding invoices relating to Knightsbridge Services.

Well, surely not. You know that the minutes, you know that the minutes in late August and early September approve the payment if Knightsbridge invoices by the board and they weren't paid.---I know that the final account that is in the file that I was referred to earlier for the \$30,000-odd final account has got written on it paid in full.

30

So you contend that she's been paid in full?---It subsequently became clear that there were outstanding amounts due to third parties, Jackson & Associates and council that had been engaged by Knightsbridge on behalf of Awabakal for which I don't, I am not aware of Awabakal ever receiving the cost agreements or proper legal agreements from those parties, they may have been received by Knightsbridge themselves, but there were outstanding fees to parties that Knightsbridge had engaged which totalled \$26,000-odd which is subject to a legal matter.

40

Okay. So she's owed money. She wants to, she obviously wants to please you. She calls you to have a meeting - - -

MR CHEN: I object, Commissioner. Commissioner, I object.

MR PETROULIAS: No, no, she calls you to have a meeting. She calls to, she volunteers - - -

THE COMMISSIONER: Mr Petroulias, will you just hold it for a minute.

MR CHEN: Commissioner, I object to this line of cross-examination.

THE COMMISSIONER: Well, the objection to that particular question proceeds on the premise it's against the evidence namely, the fees were paid.

MR CHEN: But more fundamentally, Commissioner, the bias in this cross-examination is it seems to be that Mr Petroulias is purporting to put a case, an affirmative case and secondly, he appears to be doing so on behalf of somebody not himself. Commissioner, for those serial reasons I'd object to cross-examination and finally, it's not in my submission relevant to what you're being asked to determine in this inquiry. Commissioner - - -

MR PETROULIAS: It's directly out of the cross-examination.

THE COMMISSIONER: Mr Petroulias, if you don't conform to the decorum and rules expected that apply here you will be asked to sit down and not continue questioning. Will you just sit down for a moment. When there's an objection by senior counsel will you just let me deal with it one at a time. Yes.

MR CHEN: Commissioner, my submission is that Mr Petroulias should be called upon consistent with paragraph 13 of the standard directions for public hearings to identify the purpose of his cross-examination, set out the issues to be canvassed and to state whether a contrary affirmative case is to be made and if so the details of that case.

THE COMMISSIONER: Yes.

MR PETROULIAS: I'd gladly, I can do that, yeah.

THE COMMISSIONER: Now, Mr Petroulias, there are a number of objections taken against this line of questioning and I think it's worth spending a bit of time on it because there are certain requirements you must comply with not just in relation to this line of questioning but others.

MR PETROULIAS: Yes.

THE COMMISSIONER: The first is that you are here, you've been given leave to appear but you haven't been given leave to appear on behalf of somebody else and in particular you haven't been given leave to act as a lawyer for another person, Ms Bakis in particular. Now, Ms Bakis is - - -

MR PETROULIAS: I'm not, I don't propose to do so.

THE COMMISSIONER: No, you're not here to represent her.

MR PETROULIAS: No, I'm not.

THE COMMISSIONER: And this line of questioning is very much defensive type cross-examination in her interest not yours. Now, Mr Petroulias, you heard what senior counsel assisting has said. It does seem to be and it had crossed my mind earlier that you should be required to identify the particular issues that concern you, that you wish to pursue.

MR PETROULIAS: Yes.

10 THE COMMISSIONER: And to give notice by simply providing a list of the topic areas that you want to put questions to this witness on or any other witness for that matter. In other words this is not just for you and it doesn't just apply to you it applies to everyone, it's not a fishing expedition. It's got to be that you are going to question on something that you want to prove yourself by either giving evidence yourself or calling witnesses or having witnesses called.

MR PETROULIAS: Yes, that's right.

20 THE COMMISSIONER: So in relation to this question of outstanding fees, it's not a matter that affects your interests one way or the other.

MR PETROULIAS: Okay, if I can state the purpose - - -

THE COMMISSIONER: And that applies to any other topic that you want to raise with this witness, Mr Lawler. If there's some particular aspect in the evidence or other issue that you want to put to Mr Lawler by way of specific questioning, then it has to be relevant and you have to identify in due course – I'll expect a list tomorrow morning – as to what topic area this goes to.

30

MR PETROULIAS: Certainly.

THE COMMISSIONER: Otherwise the questioning has no context and I'm afraid I'll just have to shut down the cross-examination on that particular topic if I don't have your document which identifies the particular area that affects your interest, not anybody else's. The other thing is that you must be able to be in a position to say that you have an affirmative case to put before the Commission in support of the line of questioning you want to pursue.

40

MR PETROULIAS: That's correct.

THE COMMISSIONER: That means that neither you nor anyone else is permitted to go on a fishing expedition, talking about propositions or questions about which you wish to put to a witness but you have no evidence to call to support the proposition you're trying to pursue. Do I make myself clear?

MR PETROULIAS: Absolutely.

THE COMMISSIONER: All right. Now, would you just move on to another topic. But just bear in mind that, and I'd ask you to have available tomorrow morning at 10 o'clock the list of the two, three, four or whatever the issues are that you want to put questions to this witness, because we've got other witnesses programmed and we need to be able to program – in the sense of time – to get those other people in at the time that they're due to give evidence. So that I want to be able to evaluate from your list tomorrow exactly what is a fair and reasonable amount of time to allocate to you or anybody else who wants to ask this witness questions. Now, move to another topic, if you would.

MR PETROULIAS: Just to clarify, the broader topic here is document, state of, state of affairs of the State Record.

THE COMMISSIONER: No, that's far too broad. I said these topic areas have got to have specificity.

20 MR PETROULIAS: Yeah.

THE COMMISSIONER: You've got to be able to pinpoint what it is that you wish to establish by way of evidence, in the affirmative case, so that you can put it to the witness.

MR PETROULIAS: So I'll do that tomorrow morning. Or do you want me to do it now?

30 THE COMMISSIONER: I want your list tomorrow morning at 10 o'clock.

MR PETROULIAS: Okay.

THE COMMISSIONER: Now, have you got anything else you want to ask Mr Lawler?

40 MR PETROULIAS: Mr Lawler, you were asked several times about other contemporaneous records of the Land Council that may suggest the existence of some of the land dealing transactions, and you said, no, there was nothing in the Land Council that would suggest these other documents existed.

THE COMMISSIONER: Yes, what's the question?

MR PETROULIAS: So, great, so the question was, in that, in that, in that answer did you take into account the minutes of the meetings during 2016? ---I took that what we were referring to were the documents themselves and the detail in those documents with regards to the transactions that were being proposed.

I accept that. That's fine. So, for example, when it says "execute Solstice agreements" it means that there must be Solstice agreements somewhere but not the details in the minutes.---That's correct.

Right. You agree to that. That's fine. So, and, and just on that point, you were taken through various, various documents when Mr Faraj gave you or didn't give you or what existed. But, again, Solstice agreements weren't there as well either.---No.

10

No. That's great.---No, there was no - - -

Yeah, okay.---They were all Advantage.

Okay. Now, the issue about "this bloke's delusional" - - -

THE COMMISSIONER: Sorry? Sorry, who?

MR PETROULIAS: He made a reference, a comment to "this bloke's delusional".---Yeah.

20

Being Hussein Faraj. That's fine. People are allowed to have different views. You do appreciate that his agreement related to making a section 36AA land rights agreement with the Minister over claimed land but not awarded and unclaimed land that could be claimed.---No, that's not what he, that's not what he spoke about.

30

MR KIRK: I object on the basis that Mr Petroulias has no interest, legitimate interest, in cross-examining to seek to preserve the interests of Mr Faraj. That question was all about Mr Faraj. Mr Faraj could have applied to be represented and he hasn't.

MR PETROULIAS: With respect, it's not about Mr Faraj. It's about – in the opening address I was linked to Advantage for some reason, having established and incorporated the company, and was said to have a 25 stake interest for a moment.

40

THE COMMISSIONER: What's the issue about Advantage that you want to put to this witness?

MR PETROULIAS: Well, I'm talking about does he understand the nature of Mr Faraj's actual proposal, which included a section 36AA Land Right Agreement.

THE COMMISSIONER: But how does that affect you?

MR PETROULIAS: I'm supposed to be part of Advantage, according to the opening.

THE COMMISSIONER: No, no, no, no. Look, I think you should leave Mr Faraj out of this for the moment. You just concentrate on yourself, Mr Petroulias.

MR PETROULIAS: Okay. Let's go to that. You said that Land Council members understood that I was a solicitor. When was, when did they first meet me, in your recollection? I mean if you don't remember, you don't - - -?---I have no idea when they first met you.

10

Would, would, would it accord with your understanding that the first presentation that I made was about the Minister's litigation on 29 June? ---Of what year?

2016?---No.

You're saying the members knew me beforehand?---When you say members - - -

20

Oh, because you said the word member.--- - - - a number of members, right, have, and that could include board members, understood that you were a solicitor.

And, okay, you don't, you don't have it, I'll have to bring a document, it's with the Commission---There are numerous references to you being a solicitor or acting in a legal capacity and whatever, through the Land Council's records which - - -

30

Yeah, that's - - -?--- - - - I can provide for you if you'd like or - - -

No, I'm well aware of them.---Right. Okay.

But they're someone's understanding, not someone's representation.

THE COMMISSIONER: Don't have an exchange or conversation, Mr Petroulias.

MR PETROULIAS: Yeah, that's fine, that's fine.

40

THE WITNESS: Sorry, I apologise.

THE COMMISSIONER: Just formulate your next question.

MR PETROULIAS: Yes. And on 21 February when you said you - - -? ---What year?

2017, when you said you had a members' meeting and they didn't want to proceed, what did you tell the members about myself and Ms Bakis

immediately preceding that vote?---Far more relevant would have been what Mr Chalk from Chalk & Behrendt told the members. He went through the agreements that had been provided by Advantage Property and that was certainly, that, the intention for that to occur was advertised, so members were aware that it was going to happen. In terms of what I have said or not said at members' meetings, it is, it's, I continued to get informed by Ms Bakis and Mr Faraj that they have illegal copies of recordings of the minutes of the meetings - - -

10 THE COMMISSIONER: Just leave it there, Mr Lawler, I think that's enough.

MR PETROULIAS: Okay. But you did at least say in this evidence now that you held my picture up to the members?---That is correct.

Yeah. Now, why would you – do you randomly hold up pictures of people in meetings?---When I'm trying to identify who the Land Council's dealing with, yes, I would.

20 So what did you, what background did you give them about me?---Didn't really need to give any background at all. All I was interested in was to know whether members understood this person to be Nick Peterson who was their legal advisor, as many of them understood.

Did you also say that I was part of a husband and wife team for Ms Bakis? ---I don't believe I did at that meeting, I may have said at an earlier meeting that it was my understanding because we had a situation where, as I said earlier, that Knightsbridge Tax and Knightsbridge North Lawyers were acting for the Land Council both at the same time, and it was pointed out
30 that, sorry, members understood that you were heading up the legal advice, Ms Bakis was heading up the tax accounting side. Comment was passed, gee, isn't that a conflict, and I could have very well, in fact I did say that yes, well, it's more than just a conflict because I understand they're also partners.

But you never – did you – would it be in your opinion wrong for someone to assume, to come out of that meeting and say that you mentioned something about a criminal being involved and taking - - -?---I, I didn't.

40 MR CHEN: I object, Commissioner.

THE COMMISSIONER: I reject that, Mr Petroulias.

MR PETROULIAS: I'm sorry?

THE COMMISSIONER: I reject that question.

MR PETROULIAS: If you - - -

THE COMMISSIONER: Formulate it, formulate another question, it might be just the form in which you put it.

MR PETROULIAS: Oh, the formulation, certainly, certainly. Did you mention that I was a criminal to the membership at the meeting?---Mr Behrendt may have.

Right. So - - -?---He knew more about you than me.

10

So that may sway their view.---It's facts, facts.

Okay. That's fine. So when you told them if they wanted to proceed with Advantage, that was on the basis that Advantage was dealing with a criminal who was - - - ?---No, no, I didn't tell them, I asked them based on the information provided by Mr Chalk, he went through the agreements, explained the inconsistencies, the ramifications, what it meant for the Land Council's land, the poor drafting of documents. After he had finished and members had a chance to ask him whatever questions that they would like I then asked if members wanted to continue with this proposed deal with Advantage and one of the members actually said, "Are you a comedian?" I said, no, I'm not, so could I move for somebody, if you don't wish to, the motion was moved, it was seconded. I asked for those in favour, a sea of hands went up, asked for any against, no hands went up.

20

Did you allow Mr Faraj the opportunity to present at that meeting, his side?

MR CHEN: I object again because consistent with what I think my learned friend has raised, that's a matter for Mr Faraj to peruse in my submission.

30

MR PETROULIAS: Well, Mr Faraj could have told them what my role was.

THE COMMISSIONER: What's it got to do with you though?

MR PETROULIAS: Mr Faraj could have told them what my role was.

THE COMMISSIONER: Yes, but that question that you want to put here doesn't affect your interest or advance your interest in any way does it?

40

MR PETROULIAS: Yes, it certainly because if Mr Faraj would have told them what my role is - - -

THE COMMISSIONER: No, I won't allow the question.

MR PETROULIAS: Now my name appears on some of the invoices that were outstanding at time.---Well, somebody called Nick, does.

Yes, that's right, yes. Now these outstanding invoices, that was Ms Bakis left, can we agree on that this time, was terminated or whatever the, parted with Awabakal on 9 September?---She terminated.

Yes. Nicolas Dan took over. He reviewed the bills, he didn't see anything he wanted them reviewed?

MR CHEN: I object.

10 MR PETROULIAS: He saw no difficulties with them.

THE COMMISSIONER: Mr Petroulias, these might be very interesting points but they've got nothing to do with the issues that I've got to deal with.

MR PETROULIAS: Well, then why did we make the point that my name appears on the invoices?

THE COMMISSIONER: I think - - -

20

MR PETROULIAS: If that was an issue why aren't we looking at it.

THE COMMISSIONER: The only issue that was raised there I think was the inclusion of you as providing some form of legal services.

MR PETROULIAS: Yes, but now, yes. That relates in particular to the litigation, you Commissioner, have made some comments about - - -

30 THE COMMISSIONER: It was only a question as to whether this was evidence of you - - -

MR PETROULIAS: Yes.

THE COMMISSIONER: - - - being represented as providing legal services. Whether at the end of the day that's got much to do with the issues is debatable, we'll wait and see but there's nothing else about that that I think.

MR PETROULIAS: Right, okay.

40 THE WITNESS: You asked about 21 February meeting, at the end of that meeting actually Ms Dates approached me and said, "Gee, I wasn't aware of a lot of these matters that were disclosed or discussed tonight, could we talk." I arranged to meet with her about a week later at The Land Council office but she never subsequently appeared. At the next meeting just said that she didn't want to talk to me.

MR PETROULIAS: Okay.

THE COMMISSIONER: Mr Petroulias I think we've reached the point where we'll adjourn for the day. Now, Mr Petroulias, if you have any other questions of this witness, I want them dealt with efficiently, so I'm expecting to see from you tomorrow if you have that list. The list should be, as I've said before, specific and focused on any issue about which you wish to present an affirmative case. Do you understand what I'm saying?

MR PETROULIAS: That's correct.

10 THE COMMISSIONER: It's not a question of traversing issues that may affect others involved in this matter.

MR PETROULIAS: Sure.

THE COMMISSIONER: There has to be some sense of efficiency about the way in which you want to question, not just this witness but any other witness for the reasons I've already articulated but I won't at the moment impose any other directions under the standard directions until I see your list in the morning.

20

MR PETROULIAS: Certainly.

THE COMMISSIONER: Anything else?

MR CHEN: No there's not Commissioner.

THE COMMISSIONER: Mr Lawler, you may step down and we see you back here tomorrow.

30

THE WITNESS STOOD DOWN [4.05pm]

AT 4.05PM THE MATTER WAS ADJOURNED ACCORDINGLY [4.05pm]