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INDEPENDENT COMMISSION AGAINST CORRUPTION

PATRICIA McDONALD SC  
COMMISSIONER

PUBLIC HEARING

OPERATION DASHA

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TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON TUESDAY 26 JUNE, 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 BUCHANAN: Mr Vasil, did you have more than one meeting with Mr Demian about an attempt to introduce purchasers to him in respect of the Harrison's property?---Introduce purchasers to him, I was not, I didn't have purchasers to introduce to him, it was John Dabassis that had, said he had purchasers, so in terms of, in respect of that I do remember on two occasions going to his office, once with John Dabassis - - -

10

Yes.--- - - - once by myself and I could have seen him in Earlwood, first time met him was in a coffee shop in Earlwood, from what I recall, and there were other occasions in Frappe that I may have seen him.

Right. And when you saw him maybe on other occasions at Frappe did you talk to Mr Demian about the possibility of a transaction of this type? ---Again I don't recall discussions in respect of that, formal discussions were in his office. When I say formal discussions, specific discussions were in his office.

20

Thank you. Now - - -?---That's my recollections.

Is it right that the - if I can just try and set out as it were on a whiteboard who the parties were, there were, Mr Dabassis spoke of Chinese buyers. Correct?---What I recall that was the first word.

And he spoke of an intermediary that he described as a consortium that were between the Chinese buyers and anyone in Australia.---I don't recall exactly those, those words.

30

Were there then - - - ?---When we say Chinese buyers - - -

- - - a group of Chinese who, as you understood what you were being told, were between the purchasers in China, or Chinese purchasers, and John Dabassis?---From what I recall, he was talking about Chinese buyers. Now, whether there was another agent in between, possibly. This is possibly, I don't recall exactly but I think it was possible that he was dealing with somebody else who had Chinese buyers, I think that's what it would have been.

40

And what I want to suggest to you - - - ?---Yeah.

- - - is that you would have understood that irrespective of what the purchase price would be, there would've been a sum of, in the order of 109 million. I apologise, 1.9 million, 1.9 million.---Yes.

That would go to the people in between the Chinese buyers, and John Dabassis.---I didn't, from what I recall now, I don't know the exact speed up in respect of that. I can't tell you that.

And that Mr Demian was then going to give \$300,000 to be split up between the people who were involved in introducing this deal to him in Australia. ---Okay. It wasn't Mr Demian who was going to give that. That was part of John Dabassis commission and it was to come out from that.

10 And when you say "it was to come out of that", you mean the payments to the others involved in the deal?---John Dabassis. I think that was the discussions that were held. John Dabassis would be doing that, not, Charlie Demian was just paying out a commission as per his agency agreement to John Dabassis.

Yes. And then John Dabassis would pay the agent who introduced, agent in Australia who introduced the deal to him. I suggest Tony Draco properties. ---I don't know whether, I don't recall discussing overseas buyers. It was Chinese buyers. Whether they were here or overseas, I don't know.

20 Fair enough. Fair enough. Yes.---And from what I recall, there was another agent that John Dabassis was dealing with and I don't recall the actual names.

And the \$300 would be split between, \$300,000 would be split, as you understood it, between yourself, Mr Konistis, Mr Hawatt and Mr Azzi, as well as the agent who had introduced the purchasers to Mr Dabassis.---That 300,000, from discussions with Konistis, that included initially a five way split including John Dabassis but then at a later date, Konistis sent a 30 message saying that John Dabassis was to get 100,000 for, because he was doing more work, and everybody else was going to get the difference.

Right. Yes. And the difference would mean in the end that you would get \$50,000, Michael Hawatt would get \$50,000 and Pierre Azzi would get \$50,000.---That is the understanding. Correct, yes.

Now, what had you done to earn \$50,000 on this deal?---Okay. Again, because I spoke to John Dabassis, first I spoke to John Konistis, it was any introduction fee introducing John Dabassis as the agent to Charlie Demian.

40 Thank you.---That's how I understood it.

And what had, as you understood it - - -?---Yes.

- - - Michael Hawatt done to earn his \$50,000?---Okay. From what I understand and from what I understand now and from what I remember, John Dabassis was not getting a contract from Charlie Demian and after, from my recollection, after amalgamation it was Konistis and discussions

with Konistis and myself if we were able to bring in Michael Hawatt and Pierre Azzi, if they were able to get an agency agreement which eventually would ultimately have a sale, in the event of a sale then they would get 50,000 each or 60,000.

What would they have done to earn their respective \$50,000 payments?  
---From, from my point of view, from Konistis' point of view and myself is talk to, that was our view, talk to Charlie Demian to give John, sorry, sorry, my mind is – not Konistis, John Dabassis, an agency agreement and in which he would effect the sale. That was my understanding.

10

Were you present when Michael Hawatt did anything like that?---Sorry, in respect of doing what like that?

Well, you've told us that your understanding was that Michael Hawatt would earn his \$50,000 by persuading Demian to give an agency agreement to John Dabassis?---Yes, that was - - -

Were you present when Michael Hawatt did anything like that?---Ah, no, no, I don't believe I was, no.

20

Were you present when Pierre Azzi did anything like that?---No, I don't believe I was present, no, I, and I don't think, I don't know if they did anything like that to start with, I don't know.

30

Why wasn't John Dabassis, together with, supported by you not capable of persuading Mr Demian to give Dabassis an agency agreement himself?  
---Okay. In my view I didn't know him well enough and obviously he didn't give an agency agreement, he just kept saying, "Go through CBR Ellis," and John Dabassis didn't want to go through CBR Ellis because he didn't want to share the commission, so I guess after the, after the agency agreement finished with CBR Ellis, Charlie Demian gave an agency agreement to John Dabassis but whether that had anything to do with Pierre Azzi or with Michael Hawatt, I don't know because I was not involved with - - -

You yourself - - -?---Yes.

40

- - - collected the agency agreement from - - -?---That is correct, yes, yes.

- - - Charlie Demian.---Yeah.

And did you then give it to John Dabassis?---I gave it to John Dabassis, came to my office, gave it to him and he took a copy and left it on my desk.

Was Michael Hawatt a party to that agreement?---I do not recall Michael getting involved with that, other than me having a discussion with him over the phone on at least one occasion.

Is this possibility, that your understanding was that it was the view of Charlie Demian that Mr Hawatt and Mr Azzi should share in the commission?---No, that's not my understanding at all. No, I don't believe that was my understanding.

Was it your understanding that the work that they had done was to ensure an approval for an extra two storeys - - -?---No.

10 - - - on the originally-approved development?---Yes, I have absolutely no understanding of that. I don't believe so.

Did you understand that there was a DA that Mr Demian had lodged for an extra two storeys on the existing approved development at Harrison's site? ---Oh, I was aware of it, I was aware of, everybody was aware of that, yes.

And that was on foot, wasn't it, that DA was before council in 2015?---Ah, I believe so, I believe so.

20 The DA I want to suggest to you was finally approved for the extra two floors on 3 December, 2015.---I'm not sure exactly which day. It had to go from, what I recollect, had to go to RMS or that's what (not transcribable)

You have been saying that your meetings or discussions with Michael Hawatt were, in relation to this DL were after amalgamation.---In terms of commission it was after amalgamation but perhaps there was times before when there was discussion that Konistis couldn't get a contract because he kept sending me messages about a contract, a contract, but I wasn't getting a contract so it is possible that we may have spoken to Michael about it, but there was no arrangement at the time for any commissions for himself or anybody else.

30 But the goal was for you and Pierre Azzi and Michael Hawatt to garner commissions, wasn't it? Or, obtain commissions.---From, I, my understanding, the, that possible arrangement was that after amalgamation, that's my understanding.

40 Yes. But your dealing, you had dealings with Michael Hawatt and Pierre Azzi before amalgamation about the possibility of this sort of deal going ahead.---I don't believe so.

Didn't you?---I don't believe so. No. I don't, I don't recall anything like that and I don't believe so but if there were any discussions, I don't remember anything like that.

Did you meet with, I'm sorry, did you speak with Michael Hawatt in September 2015 and convey to him the information that the people you were acting on behalf of were serious and wanted a contract of sale?---That

is possible, that is possible. Whether it was myself or whether it was Konistis or whether it was Dabassis in connection with discussions of the other property, we may have mentioned it, it's possible.

Why would you have a conversation in September 2015 with Michael Hawatt to that effect?---It may have been just casual discussion about it, because Konistis, he's a bit of a, a, a pushy person who just talks about a lot of things, and - - -

10 Well - - - ?---Yes.

- - - I want to just put to you - - - ?---Yes. Yes.

- - - the suggestion is nothing about Konistis being pushy.---Yes.

But about you saying words to the effect that the people you were acting on behalf of were serious and wanted a contract of sale.---That would've been a possibility because John, John, Konistis was always sending me messages and asking me about it. Yes. That could be a possibility.

20

Why would you bother raising the subject, though, with Michael Hawatt? ---It would've been in the conversation, you know, in the very casual conversation.

But why raise it at all?---Just discussions, because John, Konistis was always talking about that, he was not, as you can, he's not responding to him and he was just raising it, raising it.

30 A reason that you would convey this to Michael Hawatt in about September 2015 would be because you and he had a pre-existing understanding that there was an opportunity here for you and he to gain commissions.---No, I don't believe that that was any intention at that time.

Can you make any other, can you provide any other possible explanation other than the one that you've given us that it might've just been casual conversation?---I don't believe that there was anything.

40 Is it possible that you told Michael Hawatt in about September 2015 that the offer was \$56 million for the current approval conditional upon the extra units being approved?---That's arrangement would've come from Konistis, Laki, it would've come from him because he was the one that was dealing with John Dabassis.

But if you conveyed it to Michael Hawatt, what would have been the purpose of you conveying it to Michael Hawatt?---Well, I don't remember if I did convey to Michael Hawatt. I don't remember doing that. I have no recollection of doing that.

You didn't indicate to him, did you, whilst the DA for the extra two storeys on the Harrison site was before council, that the deal would be \$56 million once the extra units, the subject of that DA, were approved?---I don't remember doing that but again, all those figures were coming from Konistis and he used to send me emails, he used to send me messages. So, all those arrangements were done by Konistis.

10 And if you had indicated that to Mr Hawatt, the likelihood is that you would've been doing that to make sure that he, Mr Hawatt, understood that if he wanted to get a commission out of this, he better make sure that the extra two storeys and the DA that was before council went through.---I do not believe that that would've been the case before amalgamation because he was a councillor and could not possibly have done that, that's my understanding.

Excuse me a moment, Mr Vasil. What I would like to do if I can now please is play some recordings - - - ?---Yes, sure. Sure.

20 - - - for you. The first one is L-I-I-0-3-9-7-6 and when the recording starts there will be a transcript on the screen. If you can keep an eye on the transcript - - - ?---Yes.

- - - to satisfy yourself that it's an accurate transcript of what you're hearing, please. Commissioner, the evidence is that this was recorded on 23 February 2016.

**AUDIO RECORDING PLAYED**

**[2.21pm]**

30

MR BUCHANAN: Commissioner, I tender the audio file and transcript for LII 03976 recorded on 23 February 2016.

THE COMMISSIONER: The audio file and transcript of LII 03976 recorded on 23 February 2016 will be Exhibit 89.

**#EXH-089 – TRANSCRIPT SESSION 3976**

40

MR BUCHANAN: Can I ask you some questions about that?---Yes.

And please have a look at the screen to - - - ?---Yes.

- - - assist you in understanding.---Yes.

Firstly, you initiated that call?---Yes. I can see that.

And you recognised your voice and Michael Hawatt's voice?---Yes. Yes. Yes.

Now, you said "Michael, Laki wants the plans." That would've been a reference to the plans for the Harrison site that you've told us about.---Laki Konistis, that's what it says here. Yes.

And you had sent a message to Charlie, that's Charlie Demian.---That's what this - - -

10

But got no response from Charlie Demian.---That's what this says here, yes.

And do you remember this conversation?---No, I don't sir.

Do you remember this issue that you were getting pressure from Laki Konistis to produce plans for the site to be shown to the buyers but you weren't getting the plans out of Charlie Demian?---I remember getting pressure from Konistis, Laki Konistis, to get plans, but I don't recall sending a message to Charlie Demian but obviously I did.

20

But you hear - - - ?---Yes, I obviously did hear but I don't recall this, yeah.

All right. Were you making this phone call to try to get Michael Hawatt to intervene with Charlie Demian?---Well, it appears to be here but I don't recall it. Yes.

Now - - - ?---I think it's because, possibly from what I can see here, Konistis was giving me a headache. That's all I can say about this but I don't recall it.

30

Now, in the 5<sup>th</sup> sentence from the bottom, you're recorded as saying, "And you know I told you about another windmill, all right." Did you hear yourself use that word?---Yes. Yes. Yes. Yes.

What did you mean by windmill?---I, I really do not know. I do not recall this conversation and I do not know.

Is that a word that you thought Michael Hawatt would understand as meaning another deal?---No, no, no. I don't remember this word, I've never used this word before so I don't know. I've never used this before, sincerely say that not remember using this word before.

40

Thank you.---Unless my voice has been not written down correctly, I don't know.

THE COMMISSIONER: Well, you listened to the tape.---Yes, but you know, hearing all this and looking at all this - - -

MR BUCHANAN: It did sound like windmill, didn't it?---I, is it possible to hear it again?

Of course.---Yes.

If possible, sorry, having said of course.

**AUDIO RECORDING PLAYED**

**[2.26pm]**

10

MR BUCHANAN: We'll cut it there.---Yes, I - - -

Did you hear the word "Windmill?"---I heard that word, yes, but I don't - - -

MR NEIL: Commissioner, could I just say this. Mr Abrahams and I thought that the word "windmill" was in there but we thought it said, "I'll talk to you about another windmill."

20 MR BUCHANAN: Thank you.

MR NEIL: It's just, we may be wrong but that's how we heard it.

THE COMMISSIONER: Ah hmm.

MR BUCHANAN: No, no, no. I'm being advised that there's a bit of agreement there.

30 THE COMMISSIONER: All right.

MR BUCHANAN: And so if perhaps we could make a note on our copies of the transcript that it should read, "And I'll talk to you about another windmill." "And you know, I'll talk to you," instead of, "I told you."

THE COMMISSIONER: Mr Neil, does that account - - -

MR NEIL: That's what we had thought. Thank you.

40 MR BUCHANAN: Thank you.

THE COMMISSIONER: So you'll amend, we'll amend Exhibit, the transcript of Exhibit 89.

MR BUCHANAN: No, I'm told.

THE COMMISSIONER: No.

MR BUCHANAN: If the evidence, we will have here the transcript of our agreement as to what we believe we have heard and that can be referred to when it comes to coming back to the transcript to ascertain what weight it should be given.

THE COMMISSIONER: All right.

MR BUCHANAN: But the audio file is in evidence.

10 THE COMMISSIONER: Yes. All right.

MR BUCHANAN: Do you have any idea about what you meant by windmill?---No, sir, no, sir, I do not know.

Can I ask you to listen to this recording, please.---Yes.

LII 04601, recorded on 1 March, 2016, commencing at 6.47pm. And I'm told that this is an extract, that is to say it's going to commence part of the way through the telephone conversation, and I can inform the Commission  
20 that the reason that has been done is because it's a long piece of irrelevant material, people talk about all sorts of different things in a conversation, and accordingly we only propose to play and tender a portion of it. I should indicate that if anyone has any query about the redaction, if they could outside of Commission sitting hours approach my instructing solicitor, arrangements can be made then for the full recording or at least an indication of what is in the balance of the full recording. I have to withdraw that. I'm reminded that the Commonwealth Statute that governs the lawfulness of the publication of this material provides the exemption only in  
30 respect of that which is played in the hearing, so we would have to entertain an application for the whole of it be played in that circumstance.

THE COMMISSIONER: How about we take it in stages? How about we play the extract and if somebody has got a concern, could they raise it?

MR BUCHANAN: Thank you, Commissioner. Again, if you could watch the screen - - - ?---Yes.

- - - Mr Vasil. Thank you.

40

**AUDIO RECORDING PLAYED**

**[2.30pm]**

MR BUCHANAN: Commissioner, I tender the audio file and transcript for that extract from LII 04601 and, yes.

THE COMMISSIONER: All right. The audio file and transcript of an extract from LII 04601 recorded on 1 March 2016 will be Exhibit 90.

**#EXH-090 – PORTION OF TRANSCRIPT SESSION 4601**

MR BUCHANAN: Mr Vasil, you recognised your voice commencing that extract of - - - ?---Yes. Yes.

- - - the telephone conversation?---Yes.

10

Saying words, “Yeah, I was talking about Charlie Demian.”---Yes.

Why were you talking to Mr Hawatt about this?---Okay. Again, I do not recall this conversation. Laki pushing me all the time to get a contract, a contract, this 60 million could’ve come from Laki, and - - -

20

But why are you conveying it to Mr Hawatt?---From what I see here, because Mr Hawatt knew Charlie Demian from what I, from what I, the assumption I would make, was talking to him about it to see if he could push Mr Demian to get a contract. That’s what I can see here. That’s - - -

Provide a contract of sale to be shown to the prospective purchasers. Is that how you understood it?---That’s how I understood it but again at the time nobody had a sole agency, so any contract that Charlie Demian would’ve given, it would’ve meant absolutely nothing because there was no agency, whether it’s sole agency or an agency agreement.

Could you listen to another recording, please?---Yes.

30

Could we play please LII number 04607 recorded on the same day, 1 March 2016, but a little later, 7.29pm. That previous conversation that you heard was at 6.47pm. This is at 7.29pm and, yes, thank you. Just a little technical issue, if we could just pause for a moment, Commissioner. I apologise for the delay.

**AUDIO RECORDING PLAYED**

**[2.35pm]**

40

MR BUCHANAN: I tender that audio file and transcript.

THE COMMISSIONER: The audio file and transcript of LII 04607 recorded on 1 March, 2016 will be Exhibit 91.

**#EXH-091 – TRANSCRIPT SESSION 4067**

MR BUCHANAN: Mr Vasil - - -?---Yes.

- - - you recognised your voice introducing the conversation?---Yes, yes, sir, yes, sir.

And the other voice was Mr Hawatt's?---Yes.

When you used figures, "About 60, the net is 56" - - -?---Yes.

10 - - - for example, you're talking about millions of dollars?---Yes, of course (not transcribable)

When you say, and I'm looking at the transcript now at about the middle of the first page, "While you're talking to him be clear it's 56," you're referring to, when you say "Him," Charlie Demian?---That would have been the intention of this, although I don't remember it, I don't remember this conversation, but it would have been.

20 Towards the bottom of that page you said to Mr Hawatt, "But it's best if we are buyer's agent." And then you gave a reason. Do you see that in the transcript?---Sorry, I've only got one page here, is it two pages?

Yes, the first page.---Yes.

The bottom of the page.---Oh, yes, yes.

Where there's three lines attributed to you.---Yes, yes.

30 Do you see the first line, "But it's best if we are buyer's agent?"---Okay, that would mean the, the, the people buying would have an arrangement with the agent, buyer's agent, and it would be the people buying that would pay the commission, that's what this - - -

When you use the word, "we" - - -?---Yes.

- - - were you referring to you and Mr Hawatt?---No, I think here I was referring to John Dabassis and, and Konistis, because this is where this figure could have come from, would have come from, because they're the ones who had the buyers.

40

Why would you be talking to Mr Hawatt about whether it's best for you and another person to be buyer's agent, what does that have to do with Michael Hawatt?---Ah, well, I was just possibly relaying the information that Konistis and Dabassis gave me. There's no other reason for that.

The "we" included you though, didn't it?---Yes, yes, it included me. Yes. It included me, John Dabassis and Konistis because it was John Dabassis who supposes that he had the purchasers and Konistis was getting involved

sending me all this messages about how much he was going to sell the property for.

From the conversation, however - - - ?---Mmm hmm.

10 - - - it looks as if you are explaining to Mr Hawatt that it's best if you and Konistis and Dabassis had the status, or the position of buyer's agent for financial reasons that had an impact on the commission that everyone would get.---The reason for that is if Konistis and John Dabassis were able to get a buyer, they would offer Charlie Demian an amount and they would be getting the difference. Correct.

Excuse me a moment. Could you listen to this recording, please? If we could play LII 04848 recorded on 3 March two days later at 7.22pm. Excuse me a moment. And I'm informed there are two things that I need to explain to the witness and if I may to the Commission and the parties. This is a telephone conversation that is partly in English and partly in a foreign language. The foreign language is Arabic. The Commission has arranged for a translation of the words that are spoken in Arabic to English and they are represented on the transcript as English language words between square brackets, and so it will be necessary if I can explain this to you, Mr Vasil, for you to pay careful attention to the transcript where you hear a foreign language being spoken because the foreign language will be represented in English within square brackets. Do you understand?---Yes. Yes.

Secondly, this, Commissioner, is also an extract of the whole of, sorry, an extract form a whole recording. Can I just take – thank you, Commissioner.

30 **AUDIO RECORDING PLAYED** [2.41pm]

MR BUCHANAN: Commissioner, I tender that audio file, excuse me, and transcript.

THE COMMISSIONER: The audio file and transcript of LII 04848 recorded on 3 March 2016 will be Exhibit 92.

40 **#EXH-092 – PORTION OF TRANSCRIPT SESSION 4848**

MR BUCHANAN: Did you recognise the voices of Pierre Azzi and Michael Hawatt?---Yes, I did. Yes.

And did you follow on the screen the transcript of the recording that was played?---Generally. Yes. Yes.

Now, they appear to be talking about, amongst other things, you and Charlie Demian.---Yes. I see that.

And indicating that there had been issues between you and Charlie Demian. Correct?---That's what I understand here.

And they appeared to be indicating that the issues were about who would get the seller's agency for Harrison's.---Yes. I understand that, yeah.

10 Is that your understanding of what they were talking about?---That's, that's what I understand. Yes.

And they were talking about the fact that those issues seemed to be being resolved or had been resolved between you and Mr Demian.---I don't understand what that actually means, no.

If I ask that we could have a look at the screen please, on the screen at page 6 of the transcript. My mistake. Thank you. On page 2 of the transcript on the screen in front of you now can you see that Mr Azzi told Mr Hawatt that he had called you?---Yes.  
20

And he made a telephone call to you?---Yes.

And had a conversation with you?---Yes.

And that his explanation was that you had indicated that the problem of the exclusive agency through CBRE was going to either go away or finish fairly soon. Is that your understanding of what Mr Azzi was saying?---Well, that's what I see here, that's what I see here, correct.  
30

Did you have a conversation with Mr Azzi to that effect?---I do not recall this conversation, I really don't.

Did that happen though, that as Mr Azzi described you indicating to him the problem of the CBRE exclusive agency would soon evaporate?---I don't recall discussing it with him but I know that John Dabassis didn't want to go through CBRE.

40 Did not want to go through CBRE?---Did not want to go through CBRE, yes. Because all these purchasers were coming from John Dabassis.

Now, yes, on page 3 of the transcript - - -?---Yes.

- - - that's on the screen in front of you now - - -?---Yes.

- - - there's a discussion by Mr Azzi and Mr Hawatt about making sure that you're involved in the sale.---Sorry, which - - -

Do you see the large, the three-line passage attributed to Mr Azzi?---Yes, yes.

That passage.---Yes.

And then Mr Hawatt's reply.---Yes. I see that, but - - -

And, yes, sorry?---How I was going to be involved in the sale when I didn't have a purchaser, a purchaser, I don't understand what that means.

10

But you were conveying, you've told us, what Mr Dabassis was telling you and Mr Konistis was telling you, to Pierre Azzi and Michael Hawatt and getting them to negotiate with Charlie Demian.---It appears that that's what's been happening here, yes.

Well, you don't remember that happening?---I really do not remember. This is my problem, I don't remember.

20

Sir, I need to put it to you again that that's very hard to accept that you would have no memory of the nature of the relationship between you and the others who were involved in this commission-sharing exercise.---Well, I don't remember, don't remember these things.

But you did remember the amounts in which the commission was going to be shared, didn't you?---After it came on here, correct, and the 300,000, I did remember that, yes.

30

No. You remembered it when you told us that before this was played at all. You told us that earlier in the day.---Sorry, the 300.

That the commission will total 300,000, that Mr Dabassis had to take his slice out of that - - -?---Oh, yes, correct, correct.

- - - and then it was going to go to - - -?---Correct, correct, I remember that.

- - - Pierre, Michael - - -?---Yes, I remember that.

40

- - - yourself - - -?---Yes, I remember that, yes. Because that was an arrangement in June 2016 from my recollection.

And are you telling us that you have no recollection of what the people who were going to get these shares in the commission were expected to do or had done to earn their money?---Again, I don't remember this and it was an agency agreement between, to be given between Charlie Demian and John Dabassis.

It's clear though, isn't it, that at least at this point in March 2016 - - -?  
---Yes.

- - - a role that was being played by you was conveying John Dabassis and Laki Konistis's wishes to Hawatt and Azzi with a view to them conveying them to Mr Demian?---It appears to be so in this transcript.

But you don't remember that?---I don't remember it because he says, "Make sure George will be involved." So - - -

10 Yes, because they think you've worked for it.---Okay.

Or they've got a friendship with you and - - -?---Yes, yes.

- - - you know, they want to make sure you're looked after.---Right, okay.

Isn't that what appears to you to be the case?---Well, that, that, that's what it appears to be here. That's what it appears to be here, yes.

20 This is a relationship with these two men, Hawatt and Azzi, which is quite different from the picture you painted when you first gave evidence about your relationship with these men, isn't it?---Ah, I gave evidence to the best of my recollection and that's what I did.

How could you possibly have forgotten that you were in a commission-sharing exercise with these two men about a property that had a DA that had been through council at this stage, was going through council before 3 December, 2015?---Yes, yes.

30 How could you possibly have forgotten that?---Sir, I have forgotten it. I've forgotten it and ah, I have forgotten it.

Excuse me a moment, please. Can I ask for another recording to be played, please. LII 08241, a recording made on 7 May, 2016.

**AUDIO RECORDING PLAYED**

**[2.56pm]**

MR BUCHANAN: Commissioner, I tender the audio file and transcript.

40 THE COMMISSIONER: Right. The audio file and transcript of LII 08241 recorded on 7 May, 2016 will be Exhibit 93.

**#EXH-093 – TRANSCRIPT SESSION 8241**

MR BUCHANAN: Sir, that was a call that you made to Michael Hawatt?  
---Yes.

You recognised your voice - - -?---Yes.

- - - and Michael Hawatt's voice?---Yes.

Your evidence that you were being pestered by at least Konistis is backed up by what you said there that's recorded - - -?---Yes, yes.

10 - - - on page 1 of the transcript about every 10 minutes getting a phone call, they want a contract, they want to know how much and they want a contract.---Yes, yes.

But can I ask you to help us understand what you understood Michael Hawatt was saying. He was referring to the vendor, the property owner - - - ?---Yes.

- - - Mr Demian - - -?---Yes.

20 - - - but he was saying, "It's a public company."---Yes.

And did you understand that that was that Mr Demian was working so far as the Harrison's site was concerned through a company that he had, a public company. Was that your understanding?---That would be my understanding.

30 Thank you.---But at a later date I think John Dabassis or was it Konistis, I'm not sure, they actually got a copy of the title and from my recollection it had Charlie Demian's name on it, so based on that he must have obviously been working on some sort of a trust thing. That would be my explanation to that.

Thank you. On the next page, page 2, a bit over halfway down, you said, "If, if they can't pay the commission if this", and then the transcriber has written "unintelligible", but you heard the word "because", you're using the word "because", didn't you?---I, I accept that that's what I said.

Thank you, that's just something that we'll note.---Yes. That, yes.

40 Then when Michael Hawatt talked about, "The guy", he was referring to Charlie Demian as you understood it?---I would assume that's what it is.

When you said, "All I want to know, how much do they want NET?" - - - ? ---Yes.

- - - you meant Charlie Demian?---Yes. I make that assumption, yes.



Thank you very much. Now, that meeting, do you remember a meeting being postponed and postponed that was going to occur with Mr Demian? ---I really do not remember such a meeting, but - - -

Can I ask if we could play LII number 10050 recorded at 2.57pm on the 27 May 2016?

**AUDIO RECORDING PLAYED** **[3.05pm]**

10

MR BUCHANAN: I tender the audio file and the transcript of that recording.

THE COMMISSIONER: Right. The audio file and transcript of LII 10050 recorded on 27 May 2016 at 2.57pm will be Exhibit 95.

**#EXH-095 – TRANSCRIPT SESSION 10050**

20

MR BUCHANAN: Could I ask, first of all, Mr Vasil, did you, can I ask whether we can have page 6 on the screen, please, and can you see that three lines from the bottom of the passage attributed to Michael Hawatt at the top of the page is the words “commission from the guy and agent”. I want to suggest that you heard the word “other” between “the” and “guy” so that it read, so that the transcript should read “commission for the other guy and agent”. Were you listening and reading this at the same time?---Yes, I was. Yes. Yes.

30

Do you remember, I appreciate you weren't able to make a note but do you remember that, what Mr Hawatt said was “the other guy”?---Well, I see that here. Yes.

Well, that's, I'm not going to pressure you, Mr Vasil.---No, no. I see that, I see that.

If I can address - - - ?---Yes.

40

- - - the Commissioner. Commissioner, in my submission that is what the recording says, it's something which can be confirmed at a later stage if necessary but if, my submission will be that that is what we should note was said on that line of that passage.

THE COMMISSIONER: So, “commission for the other guy and agent”.

MR BUCHANAN: Yes. Now, in the next passage, Mr Vasil, it reads at the moment that you said “Because Michael, I know he's bullshitting, I know

he's bullshitting. It's, it's him, I know I'm not (inaudible) that they do." But in fact what you could hear, I want to suggest to you in that last sentence was, "I'm not saying anything about you." Are you able to, do you have a view on that?---Where it says "it's him, I know I'm not saying", sorry, which line?

In the first passage that's attributed to you on that page.---Yes.

On the second line.---Yes.

10

In fact should read, "I'm not saying anything about you."---Okay, it says that they do. Okay.

Commissioner, I can indicate that that will be our submission as to what should appear in the transcript at that point.---Right.

I've only got a couple of questions of you. When you said "300" you're referring to 300,000 in that conversation.---Sir, may I say this?

20 And - - - ?---This particular conversation, I do have some recollection of it.

Yes.---I do, I do, because, but previously I thought that was some time in May, sorry, in June.

Yes.---I previously thought it was June because I remember getting fed up with these guys, and - - -

30 Which guy?---John Dabassis and Laki Konistis because they kept bothering me all the time, and unfortunately I put myself in a situation where it appears that I was some sort of a mediator between them and nothing ever eventuated from it in any case. So, I do recall this, part of this conversation because I do recall being angry, and I'm surprised here where it's got the words, because I never, ever swear, so I must have been very upset that day. So, I do recall it.

Yes. Looking at page 3 of the transcript - - - ?---Yes.

- - - the reference to 500 was a reference to \$500,000.---Yes. Yes.

40 The reference to 2.2 is a reference to \$2.2 million.---That's correct, yes.

The reference, a little further down, to "100 each" was a reference to \$100,000 each.---That's correct. Yes.

Thank you. Excuse me a moment again. Could we play, please, LII number 10899, recorded 7 June 2016, commencing at 7.28pm.

**AUDIO RECORDING PLAYED**

**[3.19pm]**

MR BUCHANAN: Commissioner, I tender the audio file and the transcript.

THE COMMISSIONER: The audio file and transcript of LII 10899 recorded on 7 June, 2016 at 7.28pm will be Exhibit 96.

10 **#EXH-096 – TRANSCRIPT SESSION 10899**

MR BUCHANAN: And if I could ask that we could have a look at the transcript at page 5. I apply for a non-publication order in respect of the material commencing with the third reference to Hawatt in the left-hand margin and concluding after the next two references to Hawatt. That is to say, to exclude the reference to the child and why he was talking to the child.

20 THE COMMISSIONER: I make a non-publication order in respect of the transcript, and the audio file?

MR BUCHANAN: Yes, please.

THE COMMISSIONER: The reference using the transcript page 5 of 8 of Exhibit 96 commencing on that page with the third reference to Hawatt and concluding, and sorry, including the next two references to Hawatt, finishing with the words, “the chair.”

30

**SUPPRESSION ORDER: I MAKE A NON-PUBLICATION ORDER IN RESPECT OF THE AUDIO FILE AND TRANSCRIPT, PAGE 5 OF 8 OF EXHIBIT 96, COMMENCING ON THAT PAGE WITH THE THIRD REFERENCE TO HAWATT AND INCLUDING THE NEXT TWO REFERENCES TO HAWATT, FINISHING WITH THE WORDS, “THE CHAIR.”**

MR BUCHANAN: Thank you, Commissioner.

40

MR NEIL: Commissioner, could I ask if my learned friend could just check at page 8 of this document. In the large discussion at the top of the page with Mr Vasil, I may be wrong here but I thought it might be the case that in the second line the sentence commencing, “And the,” was actually spoken by Mr Hawatt, then it goes back to Mr Vasil at the end. But it would need to be checked.

THE COMMISSIONER: I'm sorry, Mr Neil, the first extract which has got five lines attributed to Mr Vasil?

MR NEIL: Yes. I thought it may be that the second part of the second line, the third line and the word, "Right," in the fourth line may have been spoken by Mr Hawatt.

THE COMMISSIONER: So commencing, "And, and the now?"

10 MR NEIL: Yes.

THE COMMISSIONER: Down to "Right."

MR NEIL: Yes. I'm only raising this as a matter of caution because I'm not sure, but I thought that was the case.

MR BUCHANAN: Yes, I understand the suggestion. We will check that out of hearing hours.

20 MR NEIL: Thank you.

MR BUCHANAN: And come back to it tomorrow morning.

THE COMMISSIONER: Yes.

MR BUCHANAN: Thank you, Mr Neil, for that.

30 Just while we're on that page, Mr Vasil, first of all you recognised your voice and Mr Hawatt's voice?---Yes, yes, yes, yes, yes.

Do you remember this telephone conversation?---I have some recollection of it, yes.

Just on that last page 8 of the transcript, I think we're agreed that you used the words, "So we did all the work." Who were you referring when you used the word, "we."---Sorry, this is page?

Right. It's fourth line at the top of page 8 where the cursor is.---Yes, yes.

40 "So we did all the work."---Yes.

MR NEIL: I'm sorry, Commissioner, I may be wrong, but could I ask if this be played just to check?

MR BUCHANAN: Well, it's a long conversation.

MR NEIL: No, just this paragraph.

THE COMMISSIONER: Can we jump ahead?

MR BUCHANAN: Can we go back to just that bit?

THE COMMISSIONER: Yes, we can do that. Sorry .

MR NEIL: I apologise in advance if I'm wrong.

MR BUCHANAN: No, no need to apologise.

10

So, Mr Vasil, we'd like your assistance too, if you could pay close attention to what's going to be played and to what appears on the screen at the same time. Thank you.

**AUDIO RECORDING PLAYED**

**[3.31pm]**

20

THE COMMISSIONER: I think I heard something, a variation on what you heard.

MR NEIL: It might've been the sentence before. You're right, yeah.

THE COMMISSIONER: I thought it was Mr Hawatt said, "Yeah, right. He has the buyer, all right." I think we're going to play it again.

30

MR BUCHANAN: Yes, but we're going to go back to the bottom of page 7 of the transcript first. It starts at about halfway through page 7, where the cursor is, sorry. Thank you.

**AUDIO RECORDING PLAYED**

**[3.33pm]**

40

MR BUCHANAN: Commissioner, if I can indicate this to try and assist. At this stage I can indicate our submission will be that all of that which is attributed to Mr Vasil at the top of page 8 of the transcript sounds like Mr Vasil. I should ask you while I have you in the witness box, what do you think, Mr Vasil?---Again, I don't remember this particular passage.

But in listening to it?---In listening to it, it appears to be my voice.

Thank you. So, if we could perhaps leave it at this stage that I've indicated what our position is. That doesn't mean to say we're closed to being asked to listen again at a later stage and the matter being re-agitated.

MR NEIL: Could I just, as I re-heard it the variation that you, Commissioner, thought might be there is what I would now suggest be

investigated because I, I don't think my original point stands but I think your variation might.

THE COMMISSIONER: Look, I don't want to spend any more time at the moment about it.

MR NEIL: No, no, no.

10 THE COMMISSIONER: I did hear something different from what Mr Buchanan has put, but we will look at it further.

MR NEIL: Yes.

THE COMMISSIONER: But sorry, Mr Vasil, just so we don't have to recall you, when you listened to it you agreed with what Mr Buchanan said to you, that on the top of page 8 from, "Are they," down to "Everybody else," you were of the view that it was your voice?---Well, it appears to be again.

20 It appears to be.---Appears to be, that's what I said.

All right.---Yes, I'm not saying it is.

MR BUCHANAN: Thank you, Commissioner.

THE COMMISSIONER: Thank you.

30 MR BUCHANAN: So, Mr Vasil, the words, "So we did all the work," to whom were you referring?---Okay. In doing the work, the only work that could have been done in using we is to attempt to procure an agency agreement, but this did not happen, and the work that really matters is John Dabassis and Laki obtaining a buyer. So none of it came to fruition. There was no, from this, on this date, I don't recall whether there was an agency agreement, whether it came in on this particular date I don't know, and there was certainly no buyer that ever came to fruition, so - - -

40 But you certainly seemed to be of the very strong view as it was being expressed by you to Mr Hawatt in this telephone conversation, that you and he, at the very least, had done a lot of work.---Well, in this case I don't know what work I would have done, could have done. I don't know what work Michael could have done, but it may be just a general expression here, but maybe just something we said, but I don't know what work we could have done.

So you're negotiating a position with Michael Hawatt as to what the commission should be, aren't you, and how it should be obtained?---In this case it appears that that's what is happening, yes.

And you're indicating a view to Michael Hawatt that you and others were entitled to a commission because you had done a lot of work.---If we were doing all this work, yes, correct, yes.

And certainly Michael Hawatt seemed to be complaining that he was doing too much work in having to back and forward and back and forward and back and forward all the time to Charlie Demian.---It appears that's what could have been happening, yes.

10 Thank you. That's all in relation to that recording. Would you excuse me a moment, Commissioner, I do apologise. Commissioner, if I can just interrupt for a moment, I apologise, Mr Vasil. The next witness is Ms El Badar. Commissioner, she's been waiting for a long time outside the hearing room and she has young children. She has asked whether she can be excused today and called tomorrow so that she can get back to her children and looking at the hour, frankly I can understand her concern. So, Commissioner, my application would be that Ms El Badar be excused today and be asked to return tomorrow first thing. We don't have another witness. I apologise, Commissioner.

20

THE COMMISSIONER: No, no, no, that's fine. It was a late start today which was of course of a problem I had. All right. If Ms El Badar could return tomorrow at 9.30 that would be all right.

MR BUCHANAN: Thank you, Commissioner. You have, I'm going to change the subject now, Mr Vasil. You have mentioned a couple of times another deal about a property at Revesby.---Yes. Yes.

30 Where the proposal was that the property be developed as a private hospital as you understood it.---That's what I understood.

And was that property at 297-299 Canterbury Road, Revesby?---I don't know the actual address.

Was it on Canterbury Road?---On Canterbury Road, Revesby. It's a factory, that's what I know.

And it was some sort of retail premises at the time, wasn't it?---Yes. Correct. Yes.

40

Did you have dealings with Laki Konistis and John Dabassis about that project?---Yes. Yes.

And when did you have dealings with them about that project in relation to the time that you dealing with them and Michael Hawatt about the Harrison's project?---Yes. I don't have a timeline on that because I don't remember exactly when it all started but it could've been around the same time or before, I'm not sure. I'm not sure.

And would you excuse me a moment?---Yes. Yes.

I want to show you a document. It will be on the screen in front of you, there is not a paper version of this at this stage.---Yes.

This is a short document. It's three pages long. It's headed "introducers of this agreement", I'm sorry, "introducers of this remuneration agreement".  
---Yes.

10

It bears the date 10 December 2015.---Yes.

And it purports to be between Michael Hawatt and Galazio Properties Pty Ltd.---Yes. Yes.

Galazio Properties was John Dabassis's company.---Correct. Correct. Correct.

20 And if you go to the third page, if you could, please. Do you see there that it appears to be signed by a person on behalf of Galazio Properties identified as John Dabassis?---Yes.

And it appears to be signed by Michael Hawatt and witnessed by Laki Konistis.---Yeah.

So, I'm not suggesting you would have, well, have you seen this document before?---I don't recall seeing this document but I recall seeing another document which was never signed.

30 Right. This one is signed though, isn't it?---This one is signed but I recall seeing another document.

40 So, would it seem to you that the Revesby deal overlapped in time with the Harrison's deal that we've been asking you about today?---Okay. In terms of the date there, what I recall is prior to that date there was a gentleman by the name of Gary Singh who was discussing issues with John Dabassis and Laki Konistis and he had some issues with his business, and his business collapsed. From my recollection that's when Michael Hawatt took over this deal, so it may have been a few months before and Gary Singh was a very good friend of Michael Hawatt.

And when you say it might've been a few months before, what might've been a few months before what?---Before the date of this.

Right.---Because Gary Singh was the person who walked into my office and said that his partner was talking about selling the building and he wanted to know what uses this site could accommodate and I remember going on the website, printing it out and one of the uses was hospital site and John

Dabassis and Laki Konistis knew a person who actually built, from my understanding, built a hospital in Wollongong, and it was offered to him.

And Michael Hawatt knew the owners.---I've never met the owners, but it appears that - - -

No, no, no.---Yes.

10 Michael Hawatt knew the owners.---Well it appears to be, I, I don't know if - - -

Yes.---Yes.

Could I please tender that three page document that we've seen on the screen? I wonder if we just very quickly flip through the first and second pages. I don't have a paper copy. Could we just see it on the screen for the first page for a few moments so that people can have a read of it, just quickly skim it? And then the second page.

20 THE COMMISSIONER: Can you go back to page 1?

MR BUCHANAN: Page 1.

THE COMMISSIONER: Yes.

MR BUCHANAN: I apologise. Thank you.

THE COMMISSIONER: So that's been tendered?

30 MR BUCHANAN: That is what I am doing. Yes.

THE COMMISSIONER: The "introducer's remuneration agreement" dated 10 December 2015 between Michael Hawatt and Galazio Properties Pty Ltd shall be Exhibit 97.

**#EXH-097 – INTRODUCER'S REMUNERATION AGREEMENT  
BETWEEN MICHAEL HAWATT & GALAZIO PROPERTIES PTY  
LTD DATED 10 DECEMBER 2015**

40

MR BUCHANAN: And it having been received into evidence, it will go up on the Commission's website and parties will have access to it as a result. Did you understand, if I can give you some names, that Mr Konis, I do apologise, Konistis, was indicating that there was a company that had a client that had recently constructed a private hospital in Wollongong and that they were looking for a new project?---He knew of somebody. I couldn't say that he was his client but he knew of somebody.

And did you understand that there was an agent for that client being a Steve Spiridomis, Spiridonidis, I apologise, S-p-i-r-i-d-o-n-i-d-i-s of SGC Asset Management Pty Ltd?---I don't know exactly what that relationship was but I do know the first name, Steve, yes.

Do you remember that at least one of the owners was a Terry Elcheikh, E-l-c-h-e-i-k-h?---This is the owner of the site?

10 Yes.---Yes, no, I don't recall that name.

But you do recall that what Michael Hawatt was bringing to the project was a relationship with the owner, or owners, of the site.---Well that's the only way that he could bring it to the table.

Were you involved in a meeting between Konistis and Dabassis on the one hand, and the owners on the other hand at Frappe Café?---I don't recall ever meeting the owners of the site, I don't recall.

20 Right. Did you, in that case, have a meeting with Konistis and Dabassis and Michael Hawatt about this project?---Yes. Yes. Yes. That's correct.

And as best as you can recall, particularly now that you've seen that date at 10 December 2015 - - - ?---Yes. Yes. Yes. Yes.

- - - on the remuneration agreement - - - ?---Yes.

- - - when was that meeting?---I don't know about that particular meeting but I do remember them sitting down, I think it was at Frappe. There was another agreement that John Dabassis had prepared. I believe it was done, again, through, I think it was done through George Laliotis I think, because Laki Konistis had sent me a copy of that, and from what I understand, Michael didn't want to sign that. He had his own agreement so they signed this agreement. That's my recollection in that.

30

The likelihood is that the meeting at Frappe Café that you do have a recollection of - - -?---Yes.

- - - would have occurred before the remuneration agreement was signed.  
40 Wouldn't that be right to say?---This agreement?

Yes, before 10 December, 2015.---Oh, possibly that's, that's what it would have been, yes, yes, possibly, yes. Don't recall exactly his.

Because you would have been negotiating with a view to executing such an agreement.---There would have been discussion of that, yes.

Now - - -?---There could have been discussion about that.

After the meeting at the Frappe Café between Konistis and Dabassis on the one hand and Hawatt on the other – I apologise, I need to withdraw that question. I have to go back one step. What was the role you played at the meeting at Frappe Café between Konistis and Dabassis and Hawatt?  
---Okay. I didn't play role in terms of their agreement as such from my recollection, I played a role in terms of Gary Singh being introduced to John Dabassis and Laki Konistis.

10 And this is in the absence of Michael Hawatt?---At the time I believe it was in the absence of, of - - -

Before Michael Hawatt became involved?---I believe so, but at some stage, yes, yes, it was, it was Gary Singh who was the primary person, because he was a partner in the business at Revesby.

And so was the role you were playing at the meeting at Frappe Café where Hawatt was present introducing Konistis and Dabassis to the owner via Michael Hawatt, that is to say Michael Hawatt representing the owners?  
20 ---No, because Michael Hawatt knew Laki and knew Dabassis and Michael took over after Gary Singh dropped out.

Why did you have to be there then?---It was for no particular reason, because I thought this thing would never take off the ground so I was interested in that, yes, I was interested in this so - - -

Did you expect to or hope to gain any commission?---In this respect I would have to say I didn't expect that because this guy, Gary Singh, took me to the site, I saw it, it was amongst a lot of factories and I didn't think it would  
30 something that would take off the ground, so I didn't get involved from my recollection in any commission arrangements with them as such, although they did offer some sort of commission, I remember Laki coming in and writing everything down. My view with Laki is that how could he claim any commission when the arrangement was between Michael Hawatt and John Dabassis. That's what I recollect.

Excuse me a moment.---Yes, yes.

40 And your understanding was that Michael Hawatt would get a commission paid by the owners, the owner or owners?---The thing that would have happened, he would have got his commission from the owners, yes.

Did you, were you present at a meeting at Salvatores Café with Konistis and Dabassis about this project?---I don't recall that because I don't recall Dabassis ever being at Salvatores, but I don't recall that but it's possible, I don't recall it. I wasn't taking this thing seriously so - - -

Excuse me a moment.---Yeah.

I have no further questions for the witness.

THE COMMISSIONER: Thank you, Mr Buchanan.

MS BULUT: No questions, Commissioner.

THE COMMISSIONER: Mr Andronos?

10 MR ANDRONOS: No questions, Commissioner.

THE COMMISSIONER: Mr Doyon?

MR DOYON: No questions, Commissioner.

THE COMMISSIONER: Mr O’Gorman-Hughes?

MR O’GORMAN-HUGHES: No questions, Commissioner.

20 THE COMMISSIONER: Mr Drewett?

MR DREWETT: I’ve got no questions, thank you.

THE COMMISSIONER: Mr Pararajasingham?

MR PARARAJASINGHAM: No questions, Commissioner.

THE COMMISSIONER: Have I missed out Mr Taylor?

30 MR TAYLOR: Yes. I have no questions, thank you.

THE COMMISSIONER: Mr Neil.

MR NEIL: Thank you, Commissioner.

Just briefly, Mr Vasil, when you used the phrase “Introduction fee,” think  
was the phrase you used in evidence and in the part of transcript of the  
private hearing read to you, what did you mean by “Introduction fee?”  
---It would have been a fee paid between, I’m getting it mixed up now with  
40 this issue and going back to the - - -

Well, no, no. You were asked some questions and you used the phrase  
“introduction fee” here and in part of - - - ?---Yes.

- - - evidence in the private hearing.---Yes.

As I understood it, regarding part of the Harrison site. Mr Demian’s .47  
property.---Right.

What did you mean by “introduction fee” in that context?---In my understanding, in my meaning of an introduction fee is a fee payable when a selling agent is introduced to the, to the vendor, and the vendor gives an agreement to the selling agent.

And is it payable immediately or if there’s a sale?---Only if there’s a sale, yes.

10 All right. Thank you. Now, I just want to ask you something briefly about Homer Street. Commissioner, could I ask if the witness might be shown Exhibit 83, which I think is in volume, sorry, Exhibit 83 at page 43 and 44.

THE COMMISSIONER: That was the motions folder.

MR NEIL: The motions, yes. It’s in other places also, Commissioner. But it’s the record of the resolution of the council of 13 November 2014.

THE COMMISSIONER: Mmm hmm.

20

MR NEIL: Is that before you, sir?---Yes. 13 November 2014.

Now, do you see at page 43 - - - ?---Yes.

- - - there is the heading “15-23 Homer Street, Earlwood, planning proposal to rezone land”. Do you see that?---That is correct, yes.

30 And then there’s “resolved” and we see what there was resolved, including “amend the maximum building height to be set at the same height as the building next door which is 17 metres”.---Yes.

Do you see that?---Yes.

And then at page 44, there’s the vote. Do you see that?---Yes.

And there were five councillors in favour and three against. Do you see that?---Yes.

40 One of the councillors noted in favour was Councillor Adler. Do you see that?---He was also the chairman of this committee.

Thank you. And what, do you know what party he was in?---Originally my recollection is that he was on the left of the Labor Party and then moved a little bit to the right and I believe now he’s back on the left of the Labor Party.

On 13 November 2014, was Councillor Adler a member of the Labor Party?---Yes, he was. Yes.

Thank you. And as of the time between 2012 until the amalgamation, were there six Labor councillors?---Yes.

Were there three Liberals?---Yes.

Was there one green?---Yes.

10 And for a vote in favour of any proposition, there'd have to be on that basis at least some Labor members voting in favour. Correct?---Well, always. Yes.

And if it was five all, the Labor mayor had a casting vote. Is that right?---If it was at a council meeting the Labor mayor had a casting vote. If it was a committee meeting, the Labor Councillor, Mark Adler, would have the casting vote.

20 All right. Thank you. Now, you've told my learned friend that after you consulted the internet to find this motion, you spoke to Councillor Adler. Is that right?---From my recollection I did speak to Councillor Adler.

What was your understanding of the abilities and integrity of Councillor Adler?---Councillor Adler was there for more than 20 years and he always, in my opinion, voted the correct way as far as he saw it.

30 THE COMMISSIONER: I'm sorry, I didn't hear that.---He voted always the correct way as far as he saw it and if there were, whatever issues there may have been, sometimes he would vote in favour of some items. Other times he would vote, when I say in favour, sometimes he voted in the minority, other times he voted with the majority.

MR NEIL: Does that mean he was a man of integrity?---Yes, of course, always.

Now, as I understand your evidence, you asked him what had been the real intent of the motion of 13 November, 2014. Is that right?---That was the purpose of my call, yes.

40 And to try and keep it short, did he, in substance, tell you that it had not been the intent to have 17 metres across the whole of the site?---From my recollection, that's what it was.

But rather to step down.---That is correct, that's my recollection.

And did you notice that the mover of the motion on 13 November had been Councillor Hawatt?---Yes, yes, I noticed that.

And did you decide to talk to Councillor Hawatt about what had been the true intention?---That's correct, yes.

And did he confirm that his intention had been to step down?---That's what I understood at the time.

10 And did that result in your being in some way involved in producing a motion that we've seen in the evidence, I won't go into the detail of it, but talks about the place next door, and in effect, would it have been passed, have amended to involve some stepping down?---Yes, that's correct.

All right, thank you. Now, briefly on this question of people coming, including councillors, to talk to you about planning matters. Would they talk to you about individual applications for DAs or general matters?  
---General matters, yes.

20 And did you have what might be called an open-door policy to any councillor who wanted to talk to you?---My back door was open, front was open. Always come in and discuss things with me, yes.

For any council of any political party?---Yes, correct.

Thank you. Or Independent, if there were any?---There were Independents as well, yes.

You have said that at one stage you were a member of the Labor Party, is that right?---Yes, I was.

30 But you've not been a member of the Liberal Party?---No, correct, yes.

And it suggests that that in some way or another you've been involved in some plan to get Mr Stavis into his position for the benefit of developers. What do you say about that?---I disagree with that, and if I could give an example - - -

No, you disagree.---Yeah, I disagree, yes.

40 All right. Would you describe the proposition as fiction?---It is fiction simply because my son and my nephew had an application in Hurlstone Park for a development and if Mr Stavis was not getting involved to assist with that development, my greatest development, he couldn't assist, so why would he assist me with developments for other people?

Now, is there a difference in your mind between development as such and good development?---A good development, the existing developments that are permitted under SEPP 65, to me, that's, I can say absolute rubbish because what's described in the Sunday Telegraph, I think it was in May, they were called containment boxes and the article was talking about

changing the rules so that developers can have bigger units, three bedroom units, larger units to accommodate families.

Is good development good for the residents?---Yes, of course it is.

10 Have you any understanding, based upon any knowledge or knowledge of history of the area, as to why there was development of residential premises, and/or residential and combined commercial premises, along Canterbury Road?---Many years ago there were two councillors who protected the area along Canterbury Road, Bexley Road and down to the river. They didn't allow townhouses. So there was a shortage of accommodation and the first so-called high-rise developments were proposed, was proposed by Robert Furolo along Charles Street, Canterbury. All those developments came in under the Labor Party at the time. People have to live somewhere, but unfortunately the State Government now allows two-bedroom units, 70 square metres, and that's not good living areas.

20 Do I understand it correctly or not, that there were some historical restrictions on developments in a number of the suburbs of the Canterbury City municipal area?---That's correct. Earlwood and Ashbury and now Hurlstone Park.

But less restrictions, for whatever reason, along Canterbury Road.---That's correct, yes.

30 Now, after the controversy of the reversal of position that Mr Montague had taken with regards to Mr Stavis's appointment, I think you've given evidence that Mr Montague came to see you and also that Mr Stavis came to see you, is that right?---That is correct, yes.

Who came first?---I think it was Mr Stavis.

And did he come to your office?---Yes, he did, yes.

Just briefly could you describe the office?---There's two buildings with the back wall demolished, so it's a very large office. Got working desks everywhere and at the back of the office there's a large desk that everybody can use from time to time.

40 And how much of the office was yours? That you used, I mean.---Yes, yes, yes. The area at the back.

How big is that?---Well, it's 3 by 4.5 square metres. But after you put all the furniture in, just the desk.

How would you describe Mr Stavis's demeanour when he came to see you?

MR BUCHANAN: I object. Very detailed evidence was given of this by the witness. It wasn't challenged.

THE COMMISSIONER: He did give evidence about Mr Stavis had spoke about his father having cancer and resigning his position, et cetera. I think that particular aspect was covered by Mr Buchanan.

MR NEIL: All right. Thank you. Well, in summary, was he upset? Did he appear upset to you?---Very upset, yes.

10

And did you agree with the concept of Mr Stavis not being employed or having his offer effectively reversed?---Sorry - - -

Did you agree with the decision of Mr Montague originally to reverse the appointment of Mr Stavis?---No, I didn't.

All right.---Because - - -

20 And you've told the Commission what you did to help him with the solicitor and the union, all right?---That's correct, yes.

Now, are you able to say when it was that Mr Montague came to see you? ---I remember it was the day before Christmas, so it would have been the 24<sup>th</sup> of December, yeah.

And did you expect him to be arriving? Had he phoned you?---Yes. I believe he did. I don't believe I was in the office. He phoned me and I went to the office.

30 Were you expecting him to phone you?---No.

And did he, I think it's been covered, but he told you, did he, that there'd been a motion put up for his dismissal?---That's correct, yes.

Did you agree with him being dismissed?---No, I didn't.

How would you describe his demeanour at the time he came to see you? ---Well, he was obviously very distressed as well with that.

40 And did you say, did he ask you to be, in effect, some kind of intermediary?---Yes, he did. He did.

And what did you do about it?---Well, I did go and see Michael Hawatt.

And what happened?---And I said to him that what he's doing, in effect, is basically not right by not discussing the issue with the general manager and he was very adamant that he was not going to speak to the general manager, and I said, look, I'm not telling you basically, to the words, "I'm not telling

you what to do but I think you should seek opinion from other Liberal colleagues” and it took a long time to convince him to even do that. I had a very big argument with him, and in the end he did get in contact with Con Hindi and Joe Tannous, he did speak to them and there was some sort of arrangement that whatever the majority said, he would do. Con Hindi was adamant that he should not speak to the general manager, but Joe Tannous said he should be speaking to the general manager about this, and I believe after that they did organise some sort of a, a meeting, but I was not present at the meeting, I didn't know what happened.

10

Did you come - - -

THE COMMISSIONER: Sorry. Mr Vasil, the two names you just mentioned - - - ?---Sorry. Yes, it was Con Hindi.

Mmm hmm.---And Joe Tannous, and they met at a restaurant in Brighton Le Sands, yeah.

Right.---In a coffee shop, yeah.

20

MR NEIL: And did you have a further meeting with Mr Montague about this matter?---Yes, there was another meeting about this.

How long after the first meeting?---It could've been a few days later.

Did anyone accompany Mr Montague?---Yes, it was Mr Tony Stewart.

And who was he?---He was the former member for Lakemba but prior to that he was deputy mayor of Canterbury Council.

30

And at some stage did you come to the understanding that Mr Hawatt was not going to withdraw his motion to dismiss Mr Montague?---I believe after he actually met with the general manager, I don't know what the contents of the conversations were, he was still adamant about it. Yes.

Did you tell Mr Montague about that?---Yes, I did.

40

Was that at the second meeting in person or on another occasion?---From my recollection, I had possibly three meetings with the general manager in person, and I had, I remember one conversation, it was a very long conversation, maybe 15, 20 minutes and another time I, this was a few times. We tried to resolve this a few times and one time, from my recollection, he sent me a message “how did you go” and I rang him back or he rang me, I'm not sure.

So, in short it's this, you were in the middle of this problem trying to assist the general manager as an intermediary and you tried to assist Mr Stavis

with some legal and union references, referrals. Is that right?---That's correct, yes.

And you thought both sides positions were wrong. Is that what you tell the Commission?---That is correct. That's correct, yes.

10 And just one thing. At the first Christmas Eve meeting when Mr Montague came to see you, could I ask if the witness might be shown volume 4, page 99? Before you see that, did, did Mr Montague make any phone call while he was visiting you on that occasion?---Yes, he did.

Do you know, did you hear anything to be able to tell you who he rang?  
---He rang Spiro Stavis.

THE COMMISSIONER: I'm sorry, I didn't hear that.---He rang Spiro Stavis.

20 MR NEIL: And did you hear what he said?---Yes, I was there. He wasn't keeping it - - -

And what did you hear him say?---He rang him up and he said, words I remember, "How are you, are you still available?" And I think he mentioned the words that he was caught in some political argument, or something like that, words to that effect, and was he still available, and Spiro Stavis said yes and the general manager was to ring him back a few days later.

30 All right. Now, if you look at volume 4, page 99, do you have that in front of you?---Yes. Yes. Yes.

And is that an email from Mr Stavis to his solicitor, Mr Boatswain of 31 December, confirming that the general manager had called him on Christmas Eve and undertook to call him later, but he didn't?---Yes, that's correct. Yes.

But he had apologised for all that had happened.---That's correct, yes.

40 And described Mr Stavis as collateral damage.---That was the words, not pawn. Pawn was used I think from the email that Mr Stavis would have shown me, could have shown me. Those words were used by the general manager to the union representative, that he was a pawn in a political - - -

All right, thank you. And I think briefly, could the witness be shown Exhibit 83. Now, I think on one of the pages, and perhaps it is page 73, you mention some handwriting. Would you have a look at that, please? Whose handwriting is that?---That's my handwriting.

All right. And there was a page in which I think you said, you recognise some handwriting of Councillor Coorey, is that right?---That's correct, yes.

Can you tell us which page that is?---Yes.

Is it 34?---Yes, it is, 35, 35, 34 yes.

10 And how did you come by that handwriting page, that page of handwriting?  
---Barbara Coorey was deputy mayor at one stage. She was a councillor and she always used to come to my office to discuss various planning issues.

Can you remember the occasion of you getting this or not?---Oh, okay, this letter would be reasonably old. Her concern was in respect of the Campsie Centre where council sold the car park at the time to a company - - -

I just want to ask, is it an old document?---Yes, it is an old document.

Does it relate to any of the properties in this case?---No, it doesn't.

20 All right, thank you. That's all I wanted to ask. Now, pardon me just one moment, Commissioner. Are there any notes in this motion file that you're able to say were made at times when you were having discussions with any other councillors?---Former councillors? You mean councillor at the time?

Yes.---Yes, yes, of course, yes.

All right. I just want to ask about page 25. Are you able to say what that note is?

30 THE COMMISSIONER: I think we might need it deciphered.---Yes.

MR NEIL: Yes, could you read it, please?---Yes, oh yes, here it is, yes. "Code of meeting practice be amended. A motion of dissent can be made against any ruling of the mayor."

All right. Thank you. And I'd just like to ask you if the witness could be shown volume 5. You were asked some questions about pages 131 to 134. Would you look at those, please.---Yes.

40 Can we take it that in terms of the preparation of these pages it is likely that page 131 was prepared after 11 December, the date shown as the last typed entry?---The first page would have been after 11 December - - -

All right.--- - - - because it's a date here.

Page 132 would have been sometime after 4 December which is the third dot point?---That is correct, yes.

Page 133, have you got any, are you able to assist the Commission at all as to when or within a range of dates that would have been prepared?---Well, there's a date here referring to 20 November, '13.

So sometime after then?---So it's sometime after - - -

THE COMMISSIONER: We've also got 23 October, 2014.---On page 133, yes.

10 MR NEIL: 33, yes, oh, thank you, Commissioner, yes.---Yes, yes, 23 October, 2013.

Was that - - -?---Or '14.

- - - the one to consider a study about vehicle access or lanes?---There is a comment here about vehicle access off Canterbury Road, consider adopting council resolution as soon as possible, 23 October, 2014.

20 All right. Number 134, is it possible to say whether, what might be the time of that preparation?---This one, from what I can see here it could have been at various times, simply because the third dot point from the bottom, it's something that I now know the answer to, so it would have been early in 2012, that particular one, after the LEP came in because I didn't understand what shop-top housing meant.

Now, I may be corrected here, but for the moment, just looking at 132, 133 and 134, these appear to deal with general planning topics, they're not specific development applications. Is that right?---That is correct, yes.

30 And 131 refers to some resolutions of the council late in 2014. Is that right? ---That's correct, yes.

Is the meeting of 2 October, 2014, the one at which a whole series of matters were sent off to the Gateway?---Yes, and they all came back.

All right.---Yes.

40 And was the lane proposal of 23 October one that you'd had something to do with drafting?---23 October, 2014.

Yes.---Yes, I had input into that.

And the DCP resolution of 23 October, what was that about?---Okay. That was to restructure the DCP from the old DCP which had controls to a new DCP which had uses. For example, in respect of setbacks it would have all the requirements of setbacks for the residential, for a house, for commercial, and it was getting very difficult to read. With the new DCP it was in different chapters, a residential chapter, boarding house chapter, which

basically related to the state government SEPP, would have the commercial chapter, it would have the industrial chapter, it would have the shop-top housing, so it was much, much easier to read, and it was adopted I believe by the new Bankstown Council in 2017.

Now, over years had you given the benefit of your views on DCPs to councillors or council officers?---Yes, I did.

Did that include Mr Occhiuzzi?---To his staff.

10

Thank you.---And in 2014 with the new DCP and the new LEP was coming in, the head of the strategic planning, his name was Gregg Ritchie, he actually rang me up to ask me if I could get a panel of architects and some planners together so they can review, go through the DCP, which was on public exhibition. And it was during the election and I said to him it's, time is very short, so I didn't get involved with it. But he did ask me to be on that panel as well.

20

Now, you mentioned that a new DCP was eventually brought in by the, is it the administrator or the new council, one or the other, after the amalgamation.---That's correct, yes.

And had you had some input to that process before the amalgamation?---Yes.

And to your understanding was Mr Stavis involved in progressing that project?---Yes.

30

And was he still progressing that at the time of the amalgamation?---It was about that time that it was on public exhibition and then it was adopted, so I believe he was still there when it was adopted.

And was it your view that, immediately prior to the amalgamation, that it would have been of public interest if Mr Stavis could have continued to completion of the project?---He was actually praised. The DCP was actually praised when it went to council because it was a lot easier to read and it was more friendly-user by everybody, by the council staff, by the public and the architects and planners.

40

Did you have a view as to whether it would be a good thing if he could continue the program to completion?---I believe so, yes.

And I think you said something about the DCP, when it was finally completed, toughened up in some way. What did you mean by that?---Oh, it toughened it up because he, at the moment SEPP 65 is, is a guide. So it can be varied depending on who takes it. But he actually put it back in the DCP, so you must comply with the DCP, sorry, with the SEPP 65 requirements, which meant it toughened up the DCP.

Does that mean it made it tougher for developers?---Yes, of course. And he also brought in more controlled setbacks. And in terms of the commercial developments, he increased it from 12 – at the time then you could have 12 metres – he increased it to 18 metres.

Thank you. They're my questions. Thank you, Commissioner.

THE COMMISSIONER: Thank you. Mr Buchanan.

10

MR BUCHANAN: You understood, though, didn't you, that the way these environmental planning instruments operated, where there was an inconsistency between the SEPP and a DCP, the SEPP prevailed?---Yes, of course.

You did understand that, didn't you?---It depends which SEPP. For example  
- - -

20 SEPP 65.---SEPP 65. Sorry, I thought you were talking about other SEPPs.  
Yes, yes and no. The previous SEPP 65 was more, lesser controls than the new SEPP 65 in terms of - - -

In 2014-16, the SEPP 65 that operated, that applied, prevailed to the extent of any inconsistency with the DCP in any given local government area, didn't it?---During that period, the new SEPP 65 came in in, in 2015. The new SEPP 65 came in 2015.

Could I ask you to go, please, to volume 4 of Exhibit 52.---Yes.

30 Turn to page 205. There's a copy on the screen. It might be easier to read.  
---Yes, yes, yes.

This is a document that was seized on the execution of a warrant at your office. You recognise your handwriting on the page?---Yes, I do.

40 The page seems to contain writing that is about the reversal, to use Mr Neil's word, of Mr Montague's position in relation to employing Mr Stavis as the director of city planning and the subsequent motion to terminate Mr Montague's position.---Correct, yes.

And the top part is a recitation of dates in December that are relevant to those events, is that right?---Yes, correct, yes.

For example, the 24<sup>th</sup>, that's the reference to the notice calling for the ETM to consider a motion to terminate Mr Montague and appoint Mr Stavis.  
---And also the date that Mr Montage came to the office.

Are you sure he came to your office the day before Christmas?---I am certain he came to the office the day before Christmas. I, I think, yes, I think so. I mean, he rang me up, I'm sure it was that day because, the reason I say that is because somewhere I just saw Mr Stavis said he rang on Christmas Eve, that's the word that he used, and Jim Montague rang him in front of me.

10 Can I ask you to look at that next set of words, which, tell me if I read it incorrectly read, "Why was there withdrawal?" "The reason for withdrawal of was not factual."---Yes. Those were my words that I just write down.

And did you convey them to your son Con Vasiliades?---No, not at all, no.

Where would he have gained those ideas from, if I tell you that that's, and indeed you heard him give evidence that that was his concern.---I don't know where he would have heard that from, no.

20 Then there's a passage that reads, "Why should the appointment not go ahead? Why terminate his contract? Ready for start, therefore can be resolved immediately." Sorry, "Ready to start, therefore can be resolved immediately."---Okay, those were probably my thoughts after the 24<sup>th</sup> when Mr Montague came in.

Isn't that what Mr Stavis had told you?---No. This was just my words that I just wrote down.

30 How did you know Mr Stavis was ready to start?---Because he, he indicated to Mr Montague in his, in the employment offer there was some sort of a date that he was starting on 19 January, I believe.

But certainly in that passage, you were questioning the decision of Mr Montague not to go ahead with the appointment of Mr Stavis, weren't you? ---That's correct. Only because in my view, he had a contract. Stavis had a contract.

Now, then the next passage reads, "Why is he a pawn in a very messy political power play?" Is that right?---That's correct.

40 And then the next passage reads, "What steps, employment."---Yes. From my recollection, as I mentioned before, there was emails backwards and forwards from the general manager.

My mistake, I misread it again. I suggest it reads, "What stops employment," or possibly, "What steps employment."---I, I would say, "What stops employment?"

"What stops employment?" What stops the employment of Mr Stavis?

---Yeah, that's correct, yes, yes.

Thank you. Now, I interrupted you, I apologise.---That's okay. Where it says, "Why is he a pawn in a very messy political power play?" I think that was a comment that the general manager made to Spiro Stavis union representative and he just put it in that email from what I remember, that Spiro Stavis was a, a pawn in a very messy political power play. So that indicated to me that it really had nothing to do with his contract or complaints or anything like that.

10

So you knew, didn't you, that that would be my next question, why did that passage appear in an email that Mr Montague had sent to Mr Stavis' union, dated 6 February, 2015?---Mr Stavis, again, our solicitor, he was keeping me informed of his, of his legal position.

The reference for that, Commissioner, is volume 5, page 21. Is it possible that you provided Mr Montague with that expression and as a consequence he came to use it?---No, no, no, because my view at the time, it was the general manager who hires and fires staff and there was no way that I was going to discuss anything with general manager to put pressure on him to hire anybody or fire anybody.

20

So when do you say you wrote that note commencing, "Why is he a pawn?" ---Well, that obviously would have been at a later date after that, after I saw that email.

By the end of February of course all of this was resolved.---In my view it was resolved simply because there was communication between the union and Mr Montague.

30

Yes, but I'm not asking you for the reason.---Yes.

It's the fact, isn't it, that by the end of February all this was resolved? ---I don't know if it was the end of February or early March, I'm not sure.

Can I ask you a different question, Mr Vasil. Going back to the questions that you were asked by Mr Neil about what an introduction fee was, you said an introduction fee as you understood it was payable when a selling agent is introduced to a vendor and there's an agency agreement with the vendor.---Perhaps I didn't express it correctly. There's the vendor, there's the agent. My understanding, once the agent sells the property then there's an introduction fee, an introduction fee to somebody who introduces the agent to the vendor.

40

But the fee that you and Mr Hawatt and Mr Azzi and Mr Konistis and Mr Dabassis were all hoping to get out of the Harrison's project was a fee for introducing the purchasers, the Chinese purchasers, to the vendor.---I didn't see it that way and I didn't see it that way because we didn't have the actual

purchasers. When we say the purchasers, when the sale was effected. It's not, in my understanding it's not a fee that's paid once you introduce the purchaser to the vendor, it's a fee that is paid when the agent effects a sale and money has come in to the vendor. That's my understanding of in that respect.

Leave aside agents.---Yes.

10 If a vendor doesn't get a purchaser then a vendor doesn't make any money. Correct?---That's correct, yes.

And so the vendor gets a benefit if a purchaser is introduced to him/her?  
---Through the agent.

Correct?---Through the agent.

Yes. And so there's then – well, forget about an agent, just thinking about the market.---Yes.

20 The vendor gets a monetary benefit, they realise the value of their property - - -?---Yes.

- - - they can sell to a purchaser. First of all they have to find a ready purchaser. Correct?---Through an agent, because they can't go direct.

I'm not interested in whether it's through an agent - - -?---Okay.

- - - or not through an agent.---Yes.

30 Forget about that.---Yes.

We're just talking about the benefit to a vendor - - -?---Yes.

- - - of hooking up with a purchaser and getting the money off the purchaser in exchange for their land. It's just a benefit that the vendor gets, isn't it?  
---Yes, that's a - - -

40 And so the vendor has an interest in paying anyone who brings such a purchaser to them a fee, sometimes in the form of a commission.---But that's through an agent. In this case it's introducing the agent to the vendor then that's where I use the words, these words, it's an introduction of the agent to the vendor.

So you saw that you were entitled to a fee in the case of the Harrison's project because you and Hawatt and so on had introduced Dabassis to Demian?---That was my understanding, yes.

A fee for introducing essentially the purchaser, the person who had the purchaser in his pocket, to the vendor.---No, the, the agent. The, my understanding is the agent, not the purchaser, because the purchaser has nothing to do with the vendor. The vendor doesn't contact the – the, the purchaser doesn't contact the vendor. It's the agent.

Thank you, Mr Vasil. I don't know if you have anything else, Commissioner.

10 THE COMMISSIONER: Could you go back to volume 4, this time page 206. This was the second page of the handwritten notes.---Yes. Yes, yes, yes, yes.

Could you continue deciphering that for me, please?---Yes. Okay. From the top?

20 Yes.---“Reason for termination.” Okay. “Why a pawn? I am not a politician, just a planner. Can resolve straightaway. Ready to commence work. How am I a pawn in a political power play? I'm just a planner.” Okay.

All right. And that note followed on from the note on 205?---That's correct, yes. And what I was doing - - -

No, no, no, no.---Okay.

I just needed you to decipher it.---Yes, yes, yes. Yes, yes, yes. Okay.

30 MR BUCHANAN: Mr Montague wasn't a planner, was he?---No, he wasn't.

But Mr Stavis was, wasn't he?---Yes, he was, yes.

40 These are words you were preparing for Mr Stavis to use?---No, sir, no. Those were words that I put myself in Spiro Stavis's shoes. That's what I would have said. And on the other hand, you know, that's, that's just my words (not transcribable) I didn't give them to Spiro Stavis to use because he wasn't going to the council directly. He had his solicitors going to the council.

THE COMMISSIONER: Why on earth would you do that if you weren't going to give it to Mr Stavis?---Just my thinking. It was just, always just writing down. It's just, that's how I think. I wasn't going to give it to him.

MR BUCHANAN: You were trying to engineer the appointment of Mr Stavis, weren't you?---No, sir, no. No.

Thank you, Commissioner.

THE COMMISSIONER: Mr Vasil, thank you for coming. You're now excused.--Okay. Thank you. Thank you.

**THE WITNESS EXCUSED**

**[4.42pm]**

10 MR BUCHANAN: Commissioner, before you rise, could I return to the question of a suppression order in respect of the evidence given by the witness about the health of his son?

THE COMMISSIONER: Yes.

MR BUCHANAN: We haven't sat down and read the transcript yet and spoken to Mr Con Vasiliades's representative, but in the interim would you make a suppression order in respect of the evidence given by the witness that concerned the details of his health condition?

20 THE COMMISSIONER: Have we identified any transcript pages?

MR BUCHANAN: Not yet, I'm afraid.

THE COMMISSIONER: Mr Doyon – sorry, Mr Buchanan?

MR BUCHANAN: No, no. You understand what I'm trying to achieve?

THE COMMISSIONER: Yes.

30 MR BUCHANAN: The question is whether we can arrive at a formula which achieves it.

MR DOYON: In my submission, Commissioner, it should extend to all of it at this stage. I understand what my friend is ultimately proposing, that perhaps only the specific details should be ultimately suppressed. But at this stage, Commissioner, if it could extend to the entirety of that evidence and perhaps we can address it in the morning.

40 MR BUCHANAN: There is another factor that needs to be taken into account, and that is the availability of a transcript this evening. I'm informed that there could be an obstacle to that occurring unless we can identify precisely what needs to be redacted. Can I make this respectful suggestion, that we accede for the purposes of this evening to the submission that has been made on behalf of Mr Vasiliades, and that an order be made in respect of all evidence that the witness gave touching upon the health of his son. That is for the purposes only of this evening.

THE COMMISSIONER: Yes. I make a non-publication order in respect of all the evidence by Mr Vasil touching on the health of his son.

**SUPPRESSION ORDER: I MAKE A NON-PUBLICATION ORDER  
IN RESPECT OF ALL THE EVIDENCE BY MR VASIL TOUCHING  
ON THE HEALTH OF HIS SON.**

10 THE COMMISSIONER: And then if we can revisit it after you have discussed it with Mr Doyon sometime tomorrow.

MR BUCHANAN: Tomorrow morning. That's our intention.

THE COMMISSIONER: All right. Anything else to be raised by anybody? We'll start tomorrow morning with Ms El Badar?

MR BUCHANAN: Ms El Badar.

20 THE COMMISSIONER: All right. We're adjourned until 9.30 tomorrow morning.

**AT 4.45PM THE MATTER WAS ADJOURNED ACCORDINGLY  
[4.45pm]**