

PARAGONPUB02189
16/06/2021

PARAGON
pp 02189-02230

PUBLIC
HEARING

COPYRIGHT

INDEPENDENT COMMISSION AGAINST CORRUPTION

THE HONOURABLE PETER M. HALL QC
CHIEF COMMISSIONER

PUBLIC HEARING

OPERATION PARAGON

Reference: Operation E18/0736

TRANSCRIPT OF PROCEEDINGS

AT SYDNEY

ON WEDNESDAY 16 JUNE, 2021

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.

THE COMMISSIONER: Just before we resume, Mr Downing, I'll just formally indicate that the Commission will sit next week to take further evidence. The Commission will resume on Tuesday, 22 June, then will also sit on Wednesday, 23, 24 and 25 June. The witnesses to be called in the week commencing, Tuesday, 22 June, 23, 24 and 25 June, will be posted on the Commission's website. I foreshadow that there may be an interruption of proceedings on Tuesday, 22 June, and Thursday, 24 June, if I am required to deal with another matter which is presently requiring attention and I will make a further announcement about that as we progress. Is there anything else, Mr Downing, you want to – by way of future programming?

MR DOWNING: No, not at this stage, Commissioner.

THE COMMISSIONER: No, thank you. Yes. Thank you, Mr Downing.

MR DOWNING: Thank you, Commissioner. Mr Nachabe, just before lunch I was taking you through the records in respect of the payment of Senai's Tomingley invoice.---Yes.

And you'll recall that it was an invoice in the sum of 121,660 and I took you to records showing that it was paid by the RMS – sorry, RTA as it then was, on 12 July, 2011.---Yes.

And I also took you to records showing then a cheque was then drawn in the sum of \$13,200 on Senai Steel's account and deposited into the MWK Developments account on 25 July, 2011.---Yes.

And just to add to the mix in terms of those dates. So the payment that is made into the MWK account is made within roughly two weeks of the Senai Tomingley invoice being paid?---Yes.

But it's also paid exactly one week after A&A made its payment of \$9,665 via cheque into the MWK Developments account.---Yes.

So, just pausing and thinking through what occurred there, I think you accept, don't you, that that cheque was made as a result of a request by Mr Dubois?---Yes.

And thinking of the events and whether then involved discussions with Mr Dubois specifically in respect of Tomingley or perhaps more generally about Senai's works, what do you recall occurring that led to that payment being made?---Well, it was the discussion surrounding the project management consultancy fee that he was seeking and then obviously us, me and - - -

THE COMMISSIONER: Sorry, could you keep your voice up, please, firstly by moving closer to the microphone. I'm sorry, yes. Just perhaps if you raise your voice slightly, it'll help.---Discussion regarding the project management fee was obviously taking place in regards to his extra efforts and stuff.

MR DOWNING: Do you recall what the circumstances were though that led to him discussing it? Was it while Tomingley was still, the work was underway or was it after the invoice for Tomingley had been submitted?
10 Was it - -?---Yeah, well, obviously this was happening on part with A&A completing the work on the reports and obviously he had a natural progression onto the other work we were doing under Senai Steel and because - - -

And is that an actual recollection you have or are you really trying to draw connections from the chronology of dates?---No, it's, I'm really trying to draw a connection and trying to remember exactly what took place, but because I mean I do recall a lot was happening at the same time, so we were kind of, things were just sort of flowing very quickly, moving very quickly,
20 as you can probably see in the chronology in terms of weeks, the number of weeks going from documenting reports and then moving straight into execution of, of the actual work, and this conversation was happening obviously towards the end of us completing the reports and he obviously received this project management fee that he called a consultancy fee.

Well, just breaking it down, the payment that was made in respect of A&A was made on 18 July, 2011, so that was \$9,665.---Yes.

Is your recollection that he asked for that and a payment for Senai, from
30 Senai at the same time or that it was after making the A&A payment that he then asked for a subsequent one?---Well, he was raising – he obviously asked for them separately but - - -

That's your recollection?---Yes, he asked for them separately, but the conversation of his project management idea of him being sort of rewarded for that took place just before or sometime before the, the last payment was made to A&A. So he was kind of bringing up that idea and then of course he was then trying to make that happen for both the work carried out under Senai and A&A.
40

Well, you say that in respect of the discussion you had with him about his project management fee for A&A, he justified that on the basis that he was having to do work outside of hours to in effect manage the works that A&A was doing to inspect the gantries and report on them.---Yes.

But as far as Senai was concerned, you knew he wasn't doing any project management of the works that Senai was doing, didn't you?---Yeah. Well, this is where my suspicions were growing more and more.

Because in effect you were the one that was being asked to - - -?---Doing all the - - -

- - - effectively project manage your brother.---Exactly.

10 So you must have, by the time the request was made for the first payment from Senai, which the records indicate was 13,200 and paid on 25 July, your suspicions must have grown to more than just a hunch, you must have had a fairly strong conviction that what he was asking you for was in the form of a kickback.---Well, yeah. I mean that, that was always my suspicion and that's what I was always trying to get out of him to substantiate his position as to how he sees his request as fitting and reasonable and sort of just in terms of what is - - -

20 But having had that suspicion initially, even when he asked for it in the context of A&A, given it's now been asked in respect of work done by Senai and you knew for a fact he had done no project management, it must have struck you as more than just a suspicion, now a conviction that you were being asked to make in effect an illicit payment.---Yeah, but I'm trying to get him to sort of tell me what, what it's about. I mean I'm not, obviously I'm trying to get to the bottom of it with him, but it's not like he came and said to me, "It's a kickback and that's what it is." He never said that.

I'm not suggesting he did. I'm asking more about your I guess thought process.---My suspicion, yes, of course I had the suspicion, and if you want to say it was more than a suspicion - - -

30 Do you agree or disagree?---Yeah, I mean that's why I walked away, because it just wasn't making sense.

But the walking away came quite a bit later, didn't it, in the sense that these were payments being made in July 2011 and I'm going to suggest to you that Senai kept making payments until October 2012.---Correct.

40 But you say you had this discussion and what, he made some attempt to justify why he's entitled to project management fees in respect of Senai? ---Correct.

Did you point out to him that in fact you were doing the project managing and not even being properly paid for it?---Yes. And then he says to me that, well, he's visited of the site, which he did, the Tomingley site, he claims that he visited the site on his own, at his own hours, that it wasn't RTA-paid time, and he did, because I was there when he did visit, and he made other claims of course but that was his approach to it.

Now, having had this approach in respect of Senai to make a payment, was that an approach by Mr Dubois to you?---Yes.

So it follows after the approach that leads to the payment made on behalf of A&A - - -?---Yes.

- - - he then approaches you and says, well, Senai needs to pay a project management fee as well.---Yes.

10 And does he specify that the sum to be paid is the sum which was paid, which was 13,200?---Yes.

Was there any bartering about that?---Of course. I wasn't happy to pay anything.

Well, did he ask for a higher sum and did you get him down to 13,200? ---No, it was just that. That's what he asked for. That's what he wanted. It was not negotiable for him.

20 And do you say that the first mention of it is after the point at which the invoice had already been sent in? Or was it some earlier point in time? ---For, what, Senai or A&A?

With Senai. So I've taken you to the quote and the invoice, and the final invoice, despite there being a little bit of a discrepancy, you would recall, from that deduction that was made but the price didn't seem to actually come down.---Yes.

30 But the final price was \$121,660. That was what was invoiced and that was what was paid.---Correct, yes.

When in the process of quoting, invoicing and then being paid does he speak to you and say, "I want Senai Steel to pay \$13,200 as my project management fee"?---I don't remember exactly, but I'd say it would have been after, the pattern was after I'd invoice, it was always raised. Or before payment was made.

40 Could it be, given that I showed you that discrepancy in the bill, where it refers to a deduction being made for works on foundations that weren't in fact done but the total didn't seem to come down by the 10,000 or so - - -? ---That's a genuine mistake, actually. I'm very surprised about it.

Perhaps just wait for my question.---Yeah.

Could it be that he suggested to you that you could bill in that way in order to make up what was the payment that he wanted as his project management fee?---That didn't happen 'cause that's something I'd never agree to.

And do you say that – I withdraw that. I take it on your account, though, that there was never a process where he suggested that you increase your quoted figure to build in an allowance for him.---Not on Tomingley. That didn't take place.

Did it happen later?---What happened later was it didn't happen exactly that way. It happened in a more sinister way on his part, where – if you want to go there (not transcribable)

- 10 Well, tell me which job it is and I am going to go to them.---I don't recall exactly which one, but generally what he was doing is getting prices as he did, obviously, from, from Senai and then again from A&A, and he continued with his narrative of still not, not knowing which way to go in terms of the totality of this particular project, and he was using several reasonings about financial years and, and - - -

Do you mean about as to whether he would engage A&A to do the project management role - - -?---Correct. Correct.

- 20 - - - either via the first option or the second option?---Correct. And, and one of the things he was leveraging with me now – it could be true, it could not be, I don't know – but he sort of fast-tracked Gundagai and Tomingley. Tomingley was used as a precedence to the deliverables and sort of showcase it to his superiors or his peers and - - -

This is what he told you?---This is what he told me. And in line with that was he needed to exhaust whatever budget he had for that particular period of financial year that the RMS had allocated for works to be carried out.

- 30 So, sorry, he told you that about Tomingley?---About Tomingley. And then he needed to forecast a future budget down the track for the rest of the work, and until that happens and that money is secured and budgeted with, with the RMS, then he can proceed to making a decision on which way he's going to execute the contractual arrangements, so - - -

So in effect, he deferred, indicated to you that - - -?---In effect was deferring me to continue along this path.

- 40 Sorry, that might be an indirect way of getting to what I was asking about, which was did he ever at some point ask you to, in effect, increase your price, that is to quote beyond what you generally were pricing the job at - - - ?---Yes.

- - - in order to build in his cut? And I think you indicated, no, that he did something more sinister in one of the later jobs.---Yeah he made - - -

So what did he do?---What he did was take my quote or quotes, several different entities, and then issued an acceptance on a much higher price, which - - -

Do you mean via a purchase order?---Via purchase order and a letter of acceptance and then it was just - - -

So that it was higher than your - - -?---Higher than what I quoted and then that's when I was like, "Well, that's not what I've quoted."

10

So you say that didn't happen at Gundagai, didn't happen at Tomingley, it happened with one of the later jobs?---One of the later jobs. I don't remember, or I don't recall which one.

I'll come to them, but dealing just with Tomingley then, do you say that there was no process there of him asking you to bump up your quoted price to include a buffer for his margin?---No. It was, again, he was kind of like obviously trying to get me comfortable to do that.

20

Is that a conclusion you've drawn after the event?---After the event, yes.

In effect, and I hesitate to use the words because it has other connotations, but he was grooming you in order to extract money from you?---Absolutely, yeah.

But accepting then that the 13,200 is paid it would seem just after Tomingley, and you say that you believe that the request for that sum occurs not long before the payment is made and just after you'd had the similar discussion and made the payment is respect of A&A?---Yes.

30

That having occurred, do you tell your brother Gamele about it?---Yes. After the Tomingley scenario, yes.

And what did you report to him? So tell me what you told him.---Well, I highlighted the situation and obviously drawing from his experience - - -

I know it's a sort of somewhat artificial process as a witness, but rather than saying you highlighted the process, sorry, the situation, can you try and put it into words or words to the effect of what you said?---Well, I, I can only go, draw to my recollection. So the words, to the exact words, I can't really recollect.

40

I'm not expecting – but just words to the effect of?---So, I, I highlighted words to the effect to him that, you know, "This is what's been asked of us and this is what's expected."

But what did you say? Did you say, “He’s telling me it’s a project management fee which I think sounds rubbish,” or did you say, “I’m concerned that he’s trying to draw kickbacks out of us?” What were the - - -

THE COMMISSIONER: We need to know the effect of what you said. ---So, I basically said that, “He’s requesting a project management fee. I’m, I’m not understanding how it kind of sort of all fits in. He’s going to be invoicing us and he wants us to pay him whatever fee that is.” And obviously we were trying to draw some kind of sense to it and I was
10 drawing upon Jim’s experience in business, but of course he’s never worked for government entities before. So - - -

MR DOWNING: Well, what was his response?---Well, his, his response was, “It doesn’t make sense but if you’re saying that he’s a consultant, well, potentially he is, or he’s a contractor to the RTA, he’s not an employee.” Because that’s his main argument that he was always carrying that, “I’m not an RTA employee, I’m an RTA contractor and I need, I get the work, I forwards, I forward the opportunity and then I deal with the RTA to, to make it happen.” I’m like - - -
20

Did it ever occur to you to contact someone at the RTA just to find out whether this was an arrangement that they gave their blessing to?---I wish I did but, no, I, it didn’t occur to me. I mean, I, I did take his word for what it was on the outset, at the beginning obviously and I was quite passionate about what I do, and I still am, about, you know, the industry I’m in and what I do but, and I wanted to excel in that. I mean - - -

Was part of the discussion you had with – I withdraw that. I take the outcome of the discussion you had with Gamele was that he was okay with the payment being made?---Well, he, he said, “Just give it to him and then let’s see what happens, you know, down the track. Let’s just keep an eye on it.” But that was our approach.
30

Was part of the discussion though that perhaps paying it might be necessary if you wanted to keep doing the RTA for work for Mr Dubois?---Well, for us, we were, we wanted to sort of build up a reputation of work.

Well, both A&A and Senai were new. You were obviously looking at creating client relationships?---Of course, yeah.
40

But did you and Gamele discuss though whether part of the reason for making a payment might have been that it might be necessary if you wanted to continue the flow of work from Mr Dubois?---Well, not necessarily. We were, sort of, more interested in doing the work so that we can eventually end up on an RMS panel, which is what we attempted to do actually.

Well, then, was there a discussion about perhaps this project management

fee being a necessary price in order to do work and get on the RMS panel?
---That discussion never took place with Alex. That was between me and
Jim - - -

No, not with Alex, between you and Gamele.---That was between me and
Jim.

10 So - - -?---But in terms of whether we said we'd pay Alex so that we can
continue to get the work, that wasn't, that wasn't really the agreement. It
was just like, well, doesn't make sense, give it to him, but let's just keep an
eye out on, on the next occasion, because he kept on saying, you know, this,
all this work that I need to get budgeted, and I have to do a lot of work on
his end to substantiate to the RTA that, or the RMS, that this work needs to
be done, and all that presentation and all that work and effort that he needs
to do, well, that's his project management fee. And it wasn't making sense,
obviously. I mean, it's coming out of somebody that done the work. We
done the work, not him.

20 You must have had a fair conviction, though, given that you'd now been hit
up for a payment by him in respect of A&A and then hit up for, not the first
job, Gundagai, but the first substantial job, Tomingley, that Senai did, that it
was something that was going to happen again?---Yeah, I, we, that's why
we said we're going to keep an eye on it and sort of try to get in on it early
with him and see what it is that he's actually doing or actually working on
or - - -

Can I ask this? In respect of - - -?---Which obviously - - -

30 - - - in respect of that Senai Steel job, even if you accepted at face value that
he'd been there perhaps on the site outside of hours to look at it, did you
really think he'd done \$13,200 worth of outside consultant or project
management work?---Well, this is what I was trying to get him to
substantiate to me, which he never did.

Well, just in terms of substantiation, you say that he gave you a handwritten
invoice for the A&A payment of 9,665.---Correct.

40 Did he give you a similar handwritten invoice for the Senai Steel payment?
---All of them, yes.

So with each of them he issued you a handwritten invoice?---Correct.

And did it say something like, you know, "Received with thanks, Alex
Dubois"? Or was it in the name of MWK?---I honestly don't remember the
entity, but the entity that was on the invoice would have been what I had
written the cheque out to.

But the point at which you speak to Gamele about this is when Alex had requested a payment but before it had been made?---Yes, of course.

So having had that discussion, you then, I take it, draw the cheque and give it to Alex so that he can pay himself?---Correct.

All right. Now, the jobs that were done after that were – I’m going to take you to Boggabilla, Dundee and Broken Hill.---Yes.

10 Can you recall from amongst those which, if there was only one or perhaps more than one, involved Mr Dubois actually altering your price for the purposes of the purchase order and letter of acceptance?---I don’t know which one but potentially all of them.

All right, well, I’ll take you to the documents. Can we go, first of all, please, to volume 8, page 1471? And you’ll see that this is now just a month later, so in August 2011, having done the works, Gundagai a little early but then the Tomingley work’s been done in June and then paid in July.---Yes.

20 You’ll see on 3 August, 2011, Mr Dubois sends a request for quote to Senai.---Yes.

And asks – you’ll see there’s attachments there. And indicates that he’s seeking a quote for the rectification works at both Boggabilla and Dundee. ---Yes.

30 And you’ll see, if we go to the next page, I’m not going to take you through all of it, but what he’d attached, as you would have expected, no doubt, was the reports that A&A had done for Boggabilla.---Yes.

And also, I’m going to suggest, Dundee was attached as well.---Yep.

If you go, please, then to page 2205, you’ll see that also on 3 August, 2011, Mr Dubois sends a request for quote this time to A&A Structural.---Yes.

40 And if you go to the page behind, you’ll see that again he’s attached the same documents. Boggabilla and Dundee, I’m going to suggest both Boggabilla and Dundee reports from A&A.---Yeah.

And as far as the actual provision of quotes are concerned, if we can go, please, to page 2451. And you’ll see that you send on behalf of A&A on 12 August, 2011, quotes for Dundee and Boggabilla.---Yeah.

And if we go, please, to page 2452, you’ll see, so this is dated 12 August, 2011. It’s a Boggabilla quote. And if you look at the scope of works you’ll see there’s some familiarity there I take it in terms of what was involved,

disassembling it, doing the works in terms of what the specific work was required for that gantry, and reassemble and close the site.---Yes.

If you go, please, to the next page, you'll see that the price was \$156,118.51.---Yeah.

And you'll see down below that it's signed off, "Yours sincerely, Michael Chamsine."---Yes.

10 And if you look at the electronic signature, you'll recognise that, I take it, as Mr Al Banna's.---Correct.

Now, you obviously prepared this?---Yes.

Can you think why at this point, that is 12 August, 2011, you are signing off a letter on behalf of A&A as Michael Chamsine?---That, at that point we had – which is what I was looking at last night actually, the spreadsheet which I had sent to Alex previous which had like - - -

20 Just on that point of that spreadsheet, are you able to - - -?---I'll have to send it over.

Well, I'll seek an order in respect of the provision of that document, but can I ask whether in addition to the spreadsheet itself you have found any record of communication with Mr Dubois?---Don't remember how I sent it to him, to be quite honest, but I do know, I mean I wouldn't have sort of - - -

THE COMMISSIONER: What's the document you want produced?

30 MR DOWNING: It's a spreadsheet I understand that relates to in some way the pricing of project management proposals that was sent - - -?---Yes. So there was like, I had - - -

Perhaps it's best if I let you describe it rather than my attempt.---Just a list of resources that I had allocated to the project and that was basically based on whichever mode of engagement he was going to eventually agree on.

THE COMMISSIONER: For what project?---For this particular project. So I was just showing him who the - - -

40

MR DOWNING: Job-specific in the sense, when you say this project, you mean Boggabilla, do you? It was a spreadsheet that related to A&A providing project management for all of the gantry rectification works? ---Yes, correct.

All right. Perhaps that's the best way to describe it.---That's pretty much what it is, yeah.

Are you able to identify when you located the spreadsheet last night, when it had been created?---Oh, yeah, it's definitely - - -

When was that?---It would have been around the same time.

Did you check that last night or are you just now working backwards and estimating when it was?---No, no, I, I didn't check that last night, but it will be on there, I mean.

10 THE COMMISSIONER: Very well. I direct the witness to produce to the Commission the spreadsheet to which he's referred in relation to resource allocation, in particular in relation to Project Boggabilla. That covers it?
---Not - - -

You understand that captures the document you've been referring to?
---Yes, but not particularly to Boggabilla, it was like, generally to be STC rectification work.

20 More general, yes.---Yes.

Then are you in a position to be able to produce that document in a day or so?---Yes.

MR DOWNING: Commissioner, could I also seek that there be a production of any record of communication of that document with Mr Dubois, if that can be found? If there's not, obviously there's nothing to produce.---I'll have a look but - - -

30 THE COMMISSIONER: All right. In addition to the spreadsheet, to produce any correspondence between yourself and Mr Dubois concerning project matters, put it that way.---Yes.

Very good. Well, the Solicitor to the Commission will speak to you after the hearing today to make arrangements for that to be done.---Thank you.

40 **DIRECTION TO PRODUCE: I DIRECT THE WITNESS TO PRODUCE TO THE COMMISSION THE SPREADSHEET TO WHICH HE'S REFERRED IN RELATION TO RESOURCE ALLOCATION, IN PARTICULAR IN RELATION TO PROJECT BOGGABILLA, AND IN ADDITION TO THE SPREADSHEET, TO PRODUCE ANY CORRESPONDENCE WITH MR DUBOIS CONCERNING PROJECT MATTERS.**

MR DOWNING: Now, if we go back, please, to Michael Chamsine. Can I just check, it's the case, isn't it, that – and I think you've confirmed this already – that Gamele's wife's maiden name is Chamsine?---Yes, correct.

And does she have a cousin or a brother known as Maher Chamsine?---Yes.

And is Maher sometimes known as Michael?---Yes.

Is that the name that he goes under at times?---Yes.

And it's correct, isn't it, that Maher Chamsine is, is it first cousins of Barrak Hadid?---Yes.

10

And to your knowledge was he at university with Mr Hadid?---No, with Mr Dubois.

Oh, I'm sorry, with Mr Dubois.---Yes.

At the University of New South Wales?---Correct.

Now, so this is not just a name made up out of the air, this is actually a name of someone that you're related to via marriage?---Yes.

20

Isn't it the case that the reason you were putting that name on this A&A Structural Solutions quote was to try and distance yourself from it?---In what regard distance myself from it?

Well, avoid putting your name to something that you knew was being put forward to Mr Dubois for wrongful purposes.---Not, not particularly, no. I was obviously, I had already highlighted to Mr Dubois the list of resources that I have allocated on this project and I just wanted to demonstrate that I do have these resources available and, and ready to work.

30

Tell me how Michael Chamsine's name conveys that you have these resources ready to work with?---Because he's a, he is an, an engineer and very well acquainted with project management and I had a list of resources which I presented to Alex at the time that I can utilise all these different skills and resources to have a proper project management and, sort of, allocation of proper documentation and deliverables.

Mr Nachabe, if you'd wanted to convey that, it would have been – one option would have been, wouldn't it, to send a document under your name on A&A letterhead saying, "I refer to the discussion we had about my proposals for the way in which the gantry works might be project managed. Here's a list of my resources. One of the people I might be able to utilise for the purposes of doing that work would be Michael Chamsine, or Maher Chamsine, who is an engineer and this is the sort of pricing we can provide." Correct?---Yeah. I, I mean, correct but, I mean, given the fact that I am still a one-man band trying to get a start-up to, you know, win more work and establish itself in, in the first few months of doing business, all these particular formalities obviously won't adhere to, given the fact that,

40

you know, I had a, a lot on my plate. I was also studying my master's at the time.

But Michael Chamsine was not a project director working for A&A Structural, was he?---Not at the time but he was available as a contractor to A&A.

10 He had nothing do to with A&A, did he?---No. But he was aware of the work available and there was a conversation that took place with him that if it be that I do win the contract or do have a contract in place, if he is available to, to be a contractor to A&A as a project director and there was a verbal sort of conversation that did take place.

So did you get his okay to use his name as the project director for this document?---Yes, yes.

20 You did. Well, why did you use his name as the project director and Mr Al Banna's electronic signature, rather than just putting it in your name and signing it yourself?---Yeah, well, I mean, Mr Al Banna's signature was available on the, to me. I didn't have anybody else's.

But why wouldn't you put yours on it?---Again, I mean, whether I had missed it or sort of just utilised it based on, you know, showing that there was more than one person working for A&A but it wasn't something to try and hide or distance myself from, you know, who's actually doing the work.

30 Well, I think in the circumstance I need to put this to you squarely. Mr Nachabe. I'm going to suggest that in creating this document, that is the 12 August, 2011 quote in the name of Michael Chamsine and with Mr Al Banna's electronic signature, what you were doing was providing what you knew to be a dummy quote to Mr Dubois, that is a quote that was being put at a higher price than the Senai quote in order to assist him in allocating the work to Senai. That's what this was, wasn't it?---That's, that's not what my intentions were.

40 THE COMMISSIONER: Was that the effect of what you were doing?---I mean, if that's, if that was the result of what Mr Dubois's actions were in the end in terms of how he assessed it, but I wasn't trying to assist him in that.

Whether it was your idea or not, I mean, is it the case that in fact this was a dummy quote which was being sought by Dubois? Not your idea, his idea. ---Well, he did request a – but again, I, I did say, and I, I say again, he did request A&A to provide him with a quote, yes. But my understanding of how I want to run the execution of the project under A&A was totally different - - -

Yes, that's another subject.--- - - - to what he understood.

Just getting to first base to ascertain, probably won't occasion any surprise to you to hear that this Commission's received evidence in other matters related to Mr Dubois - - -?---Sure.

- - - in which dummy quotes were used as part of the modus operandi.
---Yep.

10 We're exploring at the moment, as I understand it, whether this is but yet another example of what's been referred to earlier in the proceedings of this Commission as dummy quotes.---Right.

Which was utilised by Mr Dubois.---Well, I would say that he was probably leveraged in a different way to me, in that he didn't particularly say give me a dummy quote, but he did say give me a quote from A&A Structural. And obviously my approach to that was different to what he expects.

20 But come back to this document. You see it on the screen there. It was not produced under your name. We know it's produced – sorry. It's produced in a way which disguised the true author of the document. Is that part and parcel of producing a dummy quote?---I mean, it can definitely be perceived that way, Commissioner.

Well, it might be perceived that way. Was that the whole idea behind it?
---That, that wasn't my intention.

Sorry?---That was not my intention.

30 No, but what did he say to you about – how did this invoice come into existence is really what I'm asking you.---The, the quotation.

Yes, this one.---Well - - -

The one on the screen, which you signed in the name of Michael Chamsine. Page 2453 on the screen.---How it came into - - -

How it came into existence.---Well, he sent us an RFQ to A&A.

40 Sent you a - - -?---He sent A&A Structural a request for, for quote and - - -

What was his purpose, as you understood it?---Well, his purpose is to get A&A to a price to work as if it was to execute the work as a contractor, which we had discussed would be project managing and executing the work, as well as providing all the necessary liabilities or responsibilities associated with the work being carried out. That was all discussed. And, again, I mean, that other material which I had presented to Alex at the time sort of demonstrates that approach, but didn't particularly highlight it in the, in the quote itself, but there was that understanding with my explanations to him

that that's what A&A's role should be, in part where that's what we should be doing.

MR DOWNING: Isn't it the case that he told you, though, that Senai was going to – he wanted to allocate this job to Senai and that A&A was really just being asked to put in a price at a higher, sorry, put in a quote at a higher price for him to make up the numbers of quotes he required?---Well, I, I had always told him and I said that, I mean, if you're going to ask A&A to provide a quote, that it was always going to be higher than Senai, 'cause
10 we're going to need to employ actual engineers to overlook the work, so - -
-

I understand that's your evidence, that you had told him that, that your price would always be higher.---Correct.

Didn't he tell you, in the course of asking for this quote in respect of Boggabilla, for A&A to put in a quote with the knowledge that Senai Steel was going to get the job, not A&A, and you then provided the quote with that knowledge?---He, he never gave me that knowledge. He did not give
20 me that knowledge. It was, it was without – I mean, it's sort of given that if you're going to go through A&A, it's going to be higher than going straight to a contractor.

THE COMMISSIONER: This doesn't make sense. You're a director of both companies.---Correct.

They're both your companies.---Correct.

And he's asking, in effect, for both of your companies to compete for the
30 same work.---Correct.

Well, that's nonsense, isn't it?---Yeah, I mean - - -

I mean - - -?---It happened to be obviously that it's not that I'm completely, have no relation to the industry or in the structural fabrication game, I'm not a structural fabricator, it happens to be with that coincidence.

But you had enough experience and knowledge to know that when an entity calls for tenders, what it wants is two objective independent quotes or
40 tenders so that the entity calling for it will be able to make a judgement call as the best way to go for a particular project.---Correct.

This was not such a situation. It was a call by him to you for two tenders by each of your own companies to put in a tender. Is that right?---Correct.

So that the two tenders coming out of the same stable, as it were, probably being written by the same person, they're not competitive quotes, are they?
---Well, definitely can't be perceived that way, but - - -

Objectively they're not.---Sure.

They don't meet the required requirements for - - -?---Sure. No, they don't.

- - - objective fair tendering practice.---No, they don't. And on, on that part I would say that I would expect that the RMS has a system in place to sort of have sufficient sort of due diligence processes to iron out those issues.

10 You may well be right.---Obviously that's not within my jurisdiction.

You may well be right about that, but I'm just trying to keep you focussed back in on the circumstances that gave rise to the tender, this quote that we've been talking about.---Sure.

As I said, the invitation is to get two tenders coming out of the same stable. That doesn't make sense, I think you'll agree?---No, it's not, and it's not commercially right, I mean - - -

20 No, it's not.---I agree with that.

And it doesn't meet the standards you've already accepted and it's quite easy to see. So there has to be an explanation to explain this call for tenders from the same stable, as I'm putting it.---Sure. And I mean it - - -

It's a nonsense.---It, it - - -

It's a nonsense in terms of industry practice. Correct?---I, I, absolutely I would say that.

30

So we now get into the situation then what was the real circumstance, as you understood it, that he was calling for two quotes from the same stable?

---Well, I mean - - -

You must have said, you know, "What's this all about? I'm a director of both of these companies, why call for separate tenders?"---I agree, and this is where - - -

40 Okay. So you must have realised, your suspicions having earlier been raised about his practice in contract matters, to say, "Well, what's this? Is this another little trick that I'm being asked to be party to?"---Yeah, I mean it was ongoing obviously, but again, he was leveraging the idea of not him really not knowing which way to go all the time and I was presenting and pressing verbally with him on several conversations to clear things up, but obviously that never happened.

What was apparent to you was what he was about was to get two quotes from you in two different corporate names so that he could go back to RMS

and work his magic.---Basically, which surprises me because I don't know how he gets through all those loopholes.

Is that right?---Yes.

When I say, "Work his magic," I'm talking about to facilitate a false tendering process in order for him to achieve his objectives.---Yeah, I mean I don't know how he done that.

10 Do you agree?---I agree. I don't know how he done it.

No, I'm not asking you as to whether you did understand how he did it, but you agree with that in principle, it was your suspicions had been aroused earlier and were confirmed by this ridiculous call for two tenders from your two companies.---Yeah, further down the track it became very apparent, yes, very apparent, very clear.

Mr Downing.

20 MR DOWNING: Thank you. Mr Nachabe, in circumstances where first of all in the A&A quote you make no reference to it providing a project management role which would mean that it was in some was providing something different to Senai, and in circumstances where the quote also is in a fictitious – I withdraw that – in the name of someone else not you, I'm suggesting to you that in preparing this quote you knew that it was being used for a dummy quoting purpose, that is used by Mr Dubois in order to satisfy his requirement of getting multiple quotes but without actually having genuine competitive quotes. You knew that, didn't you?

30 ---Well, I didn't know that because I had already given him other material to substantiate the resources allocated to the work if A&A was to do the work, and that material was issued to Mr Dubois under A&A.

Is that, what you've just told us, put forward - - -?---That I'll, correct, correct.

- - - to explain why there was no reference to A&A in effect quoting something different to what the face of the document suggests?---Correct, yes.

40 All right, thank you. Can I then take you to the Dundee quote, which is at same volume, page 2454. So this is also attached to your email of 12 August, 2011. And you'll see that with Dundee, similarly, there's a description of the scope of works, essentially the same as the other quote from A&A for Boggabilla.---Yes.

And if you go to the next page, you'll see the price is \$140,821.25. You'll see that it's again in the name of Michael Chamsine, Project Director. Again, you've used Mr Al Banna's electronic signature.---Yes.

And you'll also see that the email that's provided there isn't the A&A Structural email, that you've provided your private email address.---Yep.

And indeed, I should go back just to check that in respect of the Boggabilla quote. If you can go back, please, to 2453. You've done the same there. That is, you've used the private email address rather than the company's actual email address.---Yes.

10 Now, again, if we go back to the Dundee quote, please, I'm going to suggest to you again that you provided this knowing that it was a dummy quote. That is, a non-competitive quote being attained by Mr Dubois in order for him to make up the numbers he needs in order to allocate the work.---That, that was, that was not what I was intending to do, but that's obviously how he was obviously orchestrating the idea behind asking me to have a quote under A&A.

It's the case, isn't it, that you maintain that while you knew that it was unlikely A&A would get the job because it was priced at a higher level than Senai - - -?---Yes.

- - - and while you also knew that Mr Dubois required multiple quotes - - -? ---Yep.

- - - you put it in with the intention that A&A was offering something over and above what Senai was offering and therefore that it was a genuine quote from your perspective?---From my perspective, yes.

Now, in addition to those quotes from A&A, can I go now, please, to page 2456. And you'll see that on 17 August, Jim from Senai Steel sends the fee proposal on behalf of Senai.---Yep.

For the Boggabilla works.---Yes.

And you'll see, sorry, if we can just make that larger again, please. First of all, it would have been you operating the, sending the email, I take it? ---Mostly, yes, yes.

Can I ask, why just use "Jim" with no surname in sign-off on the email? I mean, it just strikes me as unusual to not put someone's surname when you're sending an email. Is there a reason for that?---No particular reason.

Not to try and draw as little attention to the fact that it was you and your brother that were operating the, well, Senai and you operating A&A? ---Well, Alex, Alex by that time knows we're brothers, like, very well.

Alex certainly did. But what I'm suggesting is that perhaps Alex had said something to you to the effect that there was others within the RTA that he

wanted to make sure didn't cotton on to the connection between A&A and Senai.---I don't recall him asking me to remove his, my brother's surname from an email signature.

Do you recall him saying anything to you to suggest that he wanted to try and avoid it being apparent that Senai and A&A were effectively controlled by the same people?---I don't recall him saying or asking me to do that.

10 In any event, can we go, please, to page 2457. And you'll see that this is the proposal on behalf of Senai for Boggabilla.---Yes.

Dated 17 August, 2011. I take it you're familiar with this and you were the author of it.---Yes.

20 If we can go through the pages, please. So to the next page. It's a longer document than the quote that was submitted on behalf of A&A, but it provides a breakdown of the various works. Do you see disassembling gantry structure, completing the rectification works, installing the Webforge steel grating and handrails, concrete slab on ground, work as executed drawings," and then there's a series of exclusions?---Yep.

"Deliverables," and then if we go ahead, thank you, to page 2461, you'll see the price is \$133,874.15.---Yes.

And you'll bear in mind that the Boggabilla price that you had put in on behalf of A&A was higher, it was \$156,115.51.---Correct.

So Senai's price is lower?---Yes.

30 And if we go to the next page, please, you'll see that it's signed off as Jim Nachabe.---Yes.

But it's your electronic signature, isn't it?---Yes.

40 And if we go then, please, to page 2464. Just enlarge that. You'll see that on 23 September – so just bearing in mind that the email I just took you to with the quote for Boggabilla for Senai was 17 August. On 23 September, there's a further email sent from the senaisteel@yahoo.com email address with revised quotes for Dundee and for Boggabilla.---Yes.

And it's signed off again as Jim, but I take it, it would have been you sending it?---Yes.

Can we go then, please, to page 2465? And you'll see that this is the new revised quote for Boggabilla and you'll see it's got a similar format to the original quote that I took you to that was sent back in August.---Yes.

And if we could skip ahead, please, through the pages, you'll see again, it provides a breakdown of the works on similar lines, "Disassembling the gantry structure," and I won't read all of the – it's points C, D, E and F. Then there's, "G. Exclusions." If we go over the page, there's then, "Deliverables, qualifications and assumptions," and if we go then to the price, you'll see that the price now is \$126,791.95.---Yep.

10 But do you also see that – well, pausing there. That's actually a reduction from the price that had been put in back in August, that was \$133,874.15. ---Yes.

But do you see that it also includes project management and site management fees?---Yes.

Now, as you describe what was different between the A&A quote and the Senai quote, you say that A&A was always the entity that was going to provide project management of whichever contractor would do the works. ---Correct.

20 Whether it would be a contractor that you would engage directly or one that RMS might engage?---Correct.

Whereas on the other hand – I withdraw that. And you say that justified why the A&A price was going to be higher?---Yes, yeah.

30 Whereas Senai would simply be doing the job itself?---Well, in addition to the project management under A&A there would also be the design management as well, design specification and implementation of the actual work.

Isn't it the case though that when we look at the quotes that have been put in by A&A and Senai for this job, that is Boggabilla, in fact it's the Senai quote which is cheaper that says that it's providing project management included?---Yeah, it is. Yes.

40 Whereas the A&A quote, which is quite a bit dearer, says nothing about project management.---Again, that's why I refer back to the other material which I had given to Alex about who would be involved under A&A and gave him – he just wanted to know obviously roughly what he would be looking at under A&A if he was to go through that path. So, knowing his sort of reluctance, are we going to spend too much time on that quote in terms of providing, you know, the full breakdown because I had already provided that to him prior, all that material.

I'm going to put it to you again, Mr Nachabe. I'm going to suggest that you put these two quotes on behalf of A&A and Senai with full knowledge that the A&A quote was simply a dummy quote, it was not put in with any

genuine intent that it would be accepted.---It, it was genuine on my part but obviously not on his in the sense, what he requested of me.

I'm going to suggest that you put it in, knowing that in effect you were assisting him to rig the quoting system so that the job could be awarded to Senai.---I wasn't assisting him.

10 THE COMMISSIONER: Why would you be putting in two quotes for the Boggabilla works?---Well, that's what I was asked severally, on several occasions I was seeking a clear direction from Alex about having a proper arrangement and that, that never occurred. I mean it was continuously being deferred by him.

I mean you can prepare a contract on two different bases, so A&A, you could say Senai will do the work, including supervision, if you like, at X price, or without supervision at Y price. So variations in the type of contract could be accommodated by just using Senai. So again it comes back to the fact that it must have been apparent to you that this did not make sense, being invited or directed or told to put in a quote by the two
20 companies for the same project.---Well, I mean A&A Structural Solutions by default inherently has responsibility under its public indemnity insurance policy that it needs to - - -

Please, don't go there, I don't think that's – you're not answering my question. With great respect you're making statements but you're not getting to grips with the point of my question. My question is, even if he asked you to put in a quote from the two companies knowing, as you did, what tendering practice involved, it just simply did not make any sense that he would make that request of each of the companies to put in a quote, did it?---No.
30

Well, you're an intelligent man, well-educated, you must have then known that he was up to no good.---Well, yeah, yeah. I mean, I mean I never denied that I did have the suspicion.

And knowing, as you did, about the tendering practices, by requesting two quotes, one of them was obviously going to be a dummy quote, wasn't it? ---On his part it could have been just, yeah, taken on board that way, yes.

40 Yes, Mr Downing.

MR DOWNING: Can I then take you, please, to the other quote that was put in on behalf of Senai, so attached to that email of 23 September. If we go, please, to page 2472, and you'll see it's a 23 September, 2011 Dundee preliminary quote. And you'll see the format is very similar to the Boggabilla quote. If you go to the next page you'll see a breakdown of the scope of works, and if we keep going to the next page, it goes through all of

that, the exclusions, the deliverables, qualifications and assumptions, and then to page 2476, the price, which was \$118,566.75.---Yes.

And if we go to the next page, you'll see again it's signed off as Jim Chamsine, Managing Director.---Yep.

So now you told us, you explained the Michael Chamsine reference or name on the A&A quotes before by reference to you say using that name to try and convey that you had the resources available.---Yes.

10

I asked you about the use of Jim Chamsine earlier and you told us that you'd stopped using it perhaps back in about, I think it was July, because it appeared that your brother was no longer in any peril in respect of the use of his name.---Sure.

Can you explain why you've reverted to using Jim Chamsine for the purposes of this quote on the part of Senai Steel?---I don't recall, to be honest. There was consistency all the way through until this point. I don't know why that would have been the case, to be honest.

20

And you've used your electronic signature. You recognise that, don't you? ---Yes, that was done all the way.

If we could go, please, to volume 8, page 2482, you'll see that on 20 December, 2011, you send an email with the invoice for the Boggabilla works – I withdraw that – it's the senaisteel@yahoo sending the email. ---Yes.

30

It's in the name of Jim, but it's likely it was you that was sending it because you would have prepared the invoice.---Yes.

And if we go, please, to page 2483, you'll see that it's dated 13 December, 2011. It shows a total lump sum of \$174,036.39, then a whole lot of additional line items, so that the total is actually \$205,279.60.---Yes.

Now, that wasn't the quoted price, was it?---No.

40

If you go back, please, to the quoted price. If you go back to the quote at page 2465. And if we could go, sorry, 2465. You'll recall with Boggabilla there was an initial quote and then a revised quote in September. This is the revised quote.---Correct.

And if we go, please, to page 2469 you'll see the quoted price was \$126,791.95.---Yes.

And if we then go back, please, to the actual invoice, sorry, which is 2483. First of all you'll see there it starts with a lump sum of \$174,036.39.---Yes.

And then there's the various line items. That is additional line items that are stated to reflect reduced turnaround time, so that the total comes to \$207,279.60.---Correct.

Just pausing there, even excluding the additional line items because of reduced turnaround time, the lump sum price is significantly above the quote.---Correct.

10 Is this an instance of where the quote was put in and then you got a purchase order back at an inflated sum?---Correct.

So that whereas you had, in your revised quote, priced the job at \$126,791.95 plus GST, by the time you got the purchase order notification, it had increased to \$174,036.39?---Yes.

Now, with the additional line items, do you recall that with this job there was some problem with flooding?---Yes, there was floods in north, Northern New South Wales, up into the border of Queensland.

20 And is that why there were those reduced, sorry, additional line items, reduced turnaround time?---The reduced turnaround time, there was a limit of two weeks to have that project complete, and we couldn't drive there because of the road closures and the flooding, so we had to instead fly, and obviously there was already additional costs in terms of flight, flight bookings, car hire and so forth.

30 So to cut to the chase, those additional line items that are listed there, I take it you say they are all genuine costs related to the vagaries of the weather and the way the work had to be done.---Absolutely. Absolutely.

But as far as the lump sum above it - - -?---That was - - -

- - - the increase of roughly \$50,000, you say that reflected Alex increasing the price at the purchase order stage.---Exactly.

And I take it you, as you've described to us, you put your quote in at, well, the two quotes here, an initial quote and a revised quote.---Yes.

40 And you learn that Senai gets the job.---Yes

Senai then starts to do the work.---Correct.

You get a purchase order.---Yep.

And you say that there appears to be, in effect, a \$50,000 windfall on top of your genuine quoted price.---Correct.

Did you speak to Alex about that?---Of course.

And what did he say?---He said, “That’s my fee.” And I said, “Well, what the hell’s going on here? I mean, before you were telling me it’s a project management fee, you’re a consultant and you deserve to be paid and sort of rewarded for your efforts and so forth.” I said, “What’s this rubbish?” And I said, “This is just complete rubbish. I’m not, I mean, what the hell is going on?” And then he’s like, “This is how it is. You want to work for me, this is how it is. You don’t want to work for me, then – so you don’t want to agree to this?” And I said, “You know what, let’s just end it here.
10 I, I don’t, this is not the way I conduct myself.”

But you didn’t end it there, did you?---Well, Boggabilla was the last project we done, I recall.

I’m going to suggest there are a couple of others after that. Indeed, for some months after that.---Okay.

So you’ll see that this is December 2011.---Yep.

20 So it became apparent, I take it from the increase of roughly \$50,000, that something very suspicious was going on.---Absolutely.

So you’ve gone from perhaps an initial suspicion with the A&A job, where he asks for a project management fee - - -?---Correct.

- - - to perhaps a stronger suspicion when you got asked to make the first payment on behalf of Senai, where you knew he’d not really done any genuine project management work.---Sure.

30 So now he’s out-and-out falsified your own documents for the purposes of the internal purchase order processing?---Correct.

By now this is more than just alarm bells ringing, you knew that he was acting wrongfully, didn’t you?---Absolutely.

So, if we could go then, please, to page – sorry, volume 5.1, page 214. And you’ll see that that invoice for Boggabilla is paid on 12 January, 2012, that is \$205,279.60.---Yes.

40 Can I ask you to then go to the next page, please, and you’ll see that on 23 January there’s a cheque number 45 that’s drawn.---Yes.

And a sum of \$44,178.50.---Yes.

And you know that that was another cheque in favour of MWK Developments, don’t you?---Yes.

And if we could go, please, to volume 5.1, page 48. That's the cheque you drew?---Yes.

And that's your signature on it?---Correct.

So, it demonstrates that it was drawn on 20 January, 2012, which is some eight days after you'd been paid – that is sorry, Senai, had been paid the \$205,279.60?---Correct.

- 10 And if we go, please, to volume 5, page 42, you'll see that that cheque is deposited into the MWK Developments account on 23 January, so it would seem three days after you drew the cheque.---Correct.

So I take it you gave it to Mr Dubois?---Yes.

Now, having seen that he had bumped up your price from your quote via the purchase order by about \$50,000, do you recall that he told you that this was his project management fee on this job?---Yes.

- 20 It's a substantial increase from the project management fees that he'd demanded previously, correct?---Exactly.

And notwithstanding that there was a substantial increase, you paid it? ---Yes.

Did you speak to Gamele about it?---Yes.

- 30 And what was his response when you conveyed what had now happened? ---Oh, it was obviously the same. It was like there was definitely something fishy here that doesn't make sense. And then I was obviously, I, I mean, thinking how the hell does he get this to happen? I mean, we've provided the quote, how does he get an approval on an amount much more than what has been issued to him as a document from, from Senai Steel. Like, how does that happen? So in, in my mind, I, I really didn't understand how he was able to do that other than sort of having his own arrangements where it was either factual or it was completely, yeah, fraudulently amending things on his part. I don't know what was happening internally to, to get such a purchase order issued over to me at a much higher price.

- 40 But had you explained to Gamele that he had actually changed the price that you and Gamele has actually put the quote in at for Senai?---Yeah, well, I, I didn't know that. I mean, we've, we've been, this is what we've priced, this is the quote I submitted. We had a purchase order for, you know, this amount of dollars. I don't know how he's done it and then obviously we asked him, "What's this about?" Or I asked him, "What's this about?" And he said, "That's my project management fee. That's now allocated straight to the project." I'm like, "It doesn't make sense."

You conveyed that to Gamele?---No, no. This is to Alex. I mean, obviously I still had a discussion with, I had a chat - - -

Well, just thinking about your discussion with Alex, I mean, were you concerned at that point that you were being dragged into what was effectively a fraud on the RTA?---Well, this is what I was questioning. I was obviously questioning, I wasn't just silent about it and happy to continue down this path. I was - - -

10 THE COMMISSIONER: Wasn't it obviously by now that you and your companies, your brother, were instruments for his methodology for extracting money dishonestly from RMS.---He was definitely using us as an instrument. It's not what I conceded to.

You had suspected that for some considerable time, hadn't you, that he was, he needed somebody to provide the cover for him to get dishonest remuneration.---Yes. Obviously not with - - -

20 And you were, if you like, the chosen, one of the chosen ones. You knew that, didn't you, and had long since suspected that you were being drawn in by his plan or scheme?---I, I didn't know that. Absolutely not.

Well, you suspected for quite some time, didn't you, that - - -?---Things weren't adding up. Absolutely.

- - - that he, that he was managing to skim off large sums of money which he was calling project management fees, nothing other than unlawful payments.---Yeah.

30 That was your worry.---Yeah, of course that was my worry, yes. I mean, the way he was presenting it was such a sort of calculated and thought-through way where, in the end, he was coming unstuck and - - -

That's right. Almost contract after contract after contract it was just showing a similar trend or pattern.---Yeah, more and more. I mean, looking back at it now, I mean, with the experience that I've gained not only through, you know, just Alex but many other experiences just in life in general, not particularly business - - -

40 Well, was it the case - - -?--- - - - you pick up on sinister motives very early on. But - - -

Or was it the case that you had long suspected that he was using you and your companies for the purposes of his dishonest scheme, but the money was so good that you're getting out of it that you just, you weren't going to blow the whistle, as it were?---That, that's not true, because the money, I mean, yes, there was profits there, but it's not like there was, like, so much money that we were making. And if that was the case, I would have

continued to work. I mean, if, if, if money was the object for me, then why didn't I keep going? I mean, I stopped with dealings with him pretty early on, knowing that there was another 15 or so structures to be done.

MR DOWNING: Ultimately, though, you had a discussion with Gamele.
---Yes.

10 I take it you told him, though, that there'd been this alteration of your quote in some way by Mr Dubois so that the purchase order approval that had come back was about 50,000 higher?---Correct.

And I take it you also conveyed that Mr Dubois had asked for a payment now of \$44,178.50.---Correct.

And having discussed that with Mr Gamele, what was his response?---Well, he just said we need to talk with him and try to work out what it is and how, how does the RTA get that through. I mean, there has to be a process.

20 Well, did you - - -?---I mean, our understanding was, I mean, no, I, I worked for a corporate sort of company and I do understand the level of people involved and how things get checked and processed.

Well, did you call for a meeting with someone at the RTA?---I should have. I wish I did, but no, I didn't.

Well, did you go back after that discussion with Gamele to try and discuss it further with Mr Dubois?---I did - - -

30 Or did you pay it?---No, I paid it.

So notwithstanding what Gamele had indicated, that is that we need to try and talk this through and understand it better, the end point of the discussion with Gamele was that we should pay?---Well, that's not the end point, but obviously I didn't want that money. It's not my money. It's not what I quoted for. I'm not going to sit there and take something that's not rightfully mine. I, I, I quoted a job. I just want to be paid what I quoted. That's all I wanted.

40 So ultimately you and Gamele agreed that you would pay the amount Mr Dubois specified, the \$44,178.50?---Correct.

I have gone through the invoices slightly out of order. In fact, slightly before the Boggabilla job was invoiced and paid, the Dundee job was invoiced as paid as well. Can I take you to that, please. So if we go volume 8, page 2496. You'll see that on 18 November, 2011, senaisteel@yahoo sends the invoice for Dundee.---Yes.

And I take it that would have been you sending the email because you would have prepared the invoice.---Yes.

And then if we go then, please, to page 2497, you'll see that the price ultimately is \$177,772.95.---Yes.

And if we go back, please, to the quote, which is at page 2476, you'll recall that the quote for Dundee was significantly less, it was \$118,556.75 plus GST.---Yeah.

10

And if we go back to the invoice, please, at page 2497 - - -?---If I can just – my recollection is that he issued Dundee, if I'm right, and Boggabilla at the same time.

Issued the request for quote?---Yeah.

And that's, I took you to that earlier and the quotes were sent out at the same time, there were just some light differences in the invoicing dates that's all.---But also with the POs I think I recall he issues both POs at the same time.

20

But in any event, you'll see that the lump sum before GST as billed was actually \$161,611.77.---Correct.

Which is significantly more than what you'd actually quoted.---Correct.

So is it your evidence that again the quote that you put in had been increased at the purchase order stage?---Those two were done at the same time, because my recollection is there was two projects that, or two structures that he issued POs on at the same time or very closely within a day maybe or within, yeah.

30

But is it your recollection that it was those two jobs, Boggabilla and Dundee - - -?---Correct.

- - - where you put in quotes and then on receiving the purchase order notification - - -?---That's right.

- - - you get the surprise and see that your price has been upped?---Correct.

40

So here in effect it's gone from just under \$120,000 as the quoted price, to just over \$160,000. So just over \$40,000 increase.---Correct.

And it was, the increase on the Boggabilla job was something in the same order of \$40,000 or so.---Correct.

But in any event, you go along with what he tells you is approved through the purchase order because the invoice you put in reflects the upped price.

---That's right.

And you're paid on it. Correct?---Yes.

And if we go, please, to volume 5.1, page 213, you'll see that that payment of \$177,772.95 is made on 15 December, 2011.---Yes.

And if we go over the page, please, you'll see that on 21 December, cheque number 40 is drawn in the sum of \$37,564.40.---Correct.

10

And it's correct, isn't it, that that was a cheque again that was drawn in favour of MWK and given to Mr Dubois?---Yes.

And in that regard if we go, please, just bearing that date and sum in mind, please, so \$37,564.40 and it's shown as being drawn against the account on 21 December. If we go, please, to volume 5.1, page 30. You'll see that that sum, that precise sum is deposited at the Muswellbrook branch of the ANZ on 21 December, 2011.---Yes.

20

And again do we take it that you had a discussion with Mr Dubois where he specified that was the sum that was to be paid as his project management fee on this job?---That's right.

And is your recollection that he specified that sum at the time of the work being done, at the time of the payment being made by the RMS, at what point in time?---It was obviously when he issued the PO to us that he, he raised it and obviously he had done this because I had continuously been pressing him on, you know, seeking a project management fee from me and then obviously he's turned around and clearly just upped the PO on his end and said, well, now it's allocated to the project, just pay it to me. So that was his - - -

30

Is your recollection though that in respect of both the Dundee and Boggabilla jobs, that - - -?---They were done at the same – they were executed by him at the same time.

But is it the one conversation where says, okay - - -?---Yes.

- - - these jobs have now been approved at these figures?---Correct.

40

They are inflated figures – I'm not suggesting he told you this, but you knew they were inflated figures beyond what you'd quoted.---That's, that's what was presented to me, yes.

So that he specifies I want \$37,564.40 as my project management fee on Dundee, and \$44,178.50 as my project management fee on Boggabilla.---Correct.

And I take it then that having that being raised at the same time, the discussion that you have with Gamele, where you go and report to him but now there's been this, in effect, increase of your prices at the purchase order level, and that he's asked for the project management fee, that was a discussion that involved the payments that he'd sought both in respect of Dundee and Boggabilla?---Correct, yes.

10 And just as far as the purchase orders are concerned, can I take you, please, to volume 8, page 2480. Thank you, sorry, 2479, I apologise. And you'll see that this is the internal email from the RMS to Mr Dubois in respect of the purchase order number.---Yep.

And you'll see down below from the sum that it's for, excluding GST, \$174,036.39.---Yes.

And if we could go, please, to the next page. And you'll see that this is the purchase order for Boggabilla.---Yes.

20 So that the sum ex-GST is \$174,036.39.---Yes.

So that what was ultimately approved was \$191,440.03.---Yep.

And then ultimately it got increased again because of those particular line items that related to the flooding and the extra travel, et cetera, involved. ---Correct.

But is this what you recall seeing at the time, that is this purchase order for Boggabilla?---I, I would have seen this, yeah.

30 And you'll see that it's dated 10 October, 2011.---Yep.

And you recognised at that point that, in effect, your quote had been manipulated in some way to justify it now being at a higher price?---Well, he, yeah, he done something. I don't know exactly what he done, but he done something and that's what triggered the, obviously, conversation.

40 Now, that's 10 October, 2011 in respect of Boggabilla. Can I take you to the same volume, page 2493. And you'll see that this is a communication in respect of a purchase order again, and you'll see that the sum is 161,611.77. ---This is for the other one?

This is, I'll take you to the next page, which confirms it's Dundee, but this is just the email on 11 October. But if you, you know, if you spin that round, please, you'll see same date. So your recollection that they were the same time seems to be correct. This is the Dundee purchase order document and it shows that the price is \$161,611.77 plus GST. So that the order value, ultimately, inclusive of GST was the amount that was paid, which was 177,772.95.---Yep.

So does this appear to be the purchase order you saw for Dundee and again recognise that your price had been upped.---Yes.

All right.---That's why I said earlier at that point is when I sort of just didn't know what the hell he was doing and he was getting just pretty, getting down to the bottom of it, there was something sinister happening.

10 Well, you gave some evidence before that you believe that you had, in effect, decided that's it, you wanted nothing more to do with him. But I'm going to suggest that later in 2012 you in fact, or Senai did further work at Broken Hill and paid a further kickback. Do you recall that?---We, we done Broken Hill and that was it. I, obviously the conversation that took place when we had these two, Boggabilla and Dundee, was that we didn't have to worry about it. My project management fee's been allocated directly to the job. You just need to pay it. And that was his, his sinister explanation of what he had done.

20 But why continue - - -?---And in my mind - - -
- - - why continue working with him in circumstances where you now know he's - - -?---Well, that's when I stopped. After Broken Hill, it was like - - -

THE COMMISSIONER: No, just wait for the question.---Sorry.

MR DOWNING: I'll come to the details of Broken Hill, but you had – it seems that there had been an evolution in your thinking about Mr Dubois and the propriety of what he had been doing.---Absolutely, yeah. Yeah.

30 But by Dundee and Boggabilla, which were shortly after each other in late 2011, the very beginning of 2012 in terms of the payment, you'd been left with really no doubt that he was manipulating your quotes and using Senai in order to pay himself?---Yes, and I've been very naive but obviously his approach of, you know, saying it's my project management - - -

THE COMMISSIONER: You don't need to make a statement. We just want – I think you've accepted the point of the question. Yes.---Yeah. Thank you.

40 MR DOWNING: Why continue to work with him though in circumstances where you knew you were now, in effect, being drawn into what was tantamount to a fraud on the RTA?---Well, I, I never saw it as a fraud on the RTA on my part. I was trying to do the right thing continuously and at the end - - -

But through doing the right thing, as you describe it, weren't you in effect aiding him in conducting his operations and defrauding the RTA?---Well, I wasn't aiding him. I was trying to do the right thing and carry out work

genuinely and work that needed to be done. I, I wasn't viewing it as defrauding the RTA and helping him do that. I stopped working for him after Broken Hill. That was, that was it. I mean, I recall we sat down and had a face-to-face with him and we put it straight to him, "Is, is, is this, on your part, a fraud or are you genuinely being approved to have that project management fee assigned to you?"

Who sat down and had that meeting?---I did with him.

10 Did Gamele ever meet with him?---I, I recall that we – yes. Yeah, he definitely met with him, even onsite.

Do you remember when?---I don't recall when but it was, it would have been just before we, we just stopped the work and we just made a decision that this was not obviously getting anywhere. Our continuous approach about these project management so-called invoices that he kept claiming just wasn't making sense and the story was always changing. There was nothing clear-cut to us to prove his position and we just decided, well, we're, we're not going to engage in further work if, if you can't come clean and tell us exactly.

Did he give you further paper invoices for Dundee and Boggabilla?---Yeah, for sure.

Now, with Broken Hill, can I take you, please, to volume 8, page 2501? Do you recall that Senai received this request for quote brief for that job?---Yes.

And you'll see from the date, it's now some months later, so it's in the second-half of 2012, 12 July, 2012.---Yes.

30 And if you go to page 2508, you'll see there's a reference there to the specific works involved but again a similar type of work to what had been involved with the other gantry structures.---Yes.

And can I take you then, please, to volume 8, page 2540? And you'll see that on 3 August, 2012, jim@senaisteel sends an email to Mr Dubois seeking a progress payment in respect of Broken Hill.---Yes.

40 And I take it that it was you who sent that email?---Yep.

And if we go then, please, to page 2541, the invoice, you'll see it's invoice number 5. It looks like the date's been left off again.---Yes.

But in any event, it's Broken Hill rectification works and the price is 78,650 plus GST, so \$86,515.---Yes.

And if you go then, please, to page – I withdraw that. Do you recall that this was a job where there had been some fiddling with the quote?---Yes.

So again it was after the purchase order stage?---I, I believe – I don't recall this one particularly to be honest but, yeah, I suspect it would have been the same.

If we go, please, to volume – bearing in mind that that's a progress claim of 86,515 – go, please, to volume 5.1, page 216, and you'll see that that amount's paid – this is the bank statement, you'll see from the account number, 3-8-5-5, for Senai.---Yes.

10

And that sum due under the progress claim is paid on 30 August, 2012. ---Yep.

Can we go back then, please, to volume 8, page 2542, and you'll see that on 6 September, 2012, jim@senai sends the invoice for the completion of the Broken Hill works.---Yes.

Now, that would have been you again.---Yep.

20

And if we go to the next page, you'll see invoice number 6, and the invoice is in the sum of 103,450 plus GST, so \$113,795.---Yeah.

So bearing in mind that's dated 6 September, 2012, can we go, please, to volume 5.1, page 217, and you'll see that there's a payment of that sum, \$113,795, by the RMS on 4 October, 2012.---Yes.

Can you then go, please, to the next page and you'll see that eight days later on 12 October, 2012, cheque number 73 is drawn in the sum of \$49,500. ---Yes.

30

And you know that that was a payment that was made in the name of MWK and given to Mr Dubois. Correct?---Correct.

If we could go, please, to volume 5.1, page 84. You'll see that's the cheque, and drawn 10 October, 2012.---Yes.

Signed by you.---Yep.

40

And if we go back, please, to page 82, you'll see it's the bank record showing that it's paid in on, at the Westfield Centre Court Branch on 12 October, 2012.---Yes.

It looks like the name above, the depositor name appears to be Hassan Habbouche.---Yep.

Now, do you recall the point at which Mr Dubois spoke to you about the payment he wanted in respect of the Broken Hill job?---I don't recall, but it would have been all around the same as every other, when the purchase

order was issued it was always different and always said that it's his project management fee and that's, that's his - - -

And I take it he would have specified the sum, 49,500?---Oh, of course, yeah.

I take it you would have spoken to Gamele about it.---Yes.

10 And was the end point of the discussion that you should pay it?---Oh, we didn't want the money, it's not, I mean it's not something that we, it's not something that belongs to us, so it's like, he's claiming it's a project management fee, he's somehow getting it through the system on his end, so he's substantiating something to accounts or whatever, inside the RMS or whatever protocol there is that exists there, to get a purchase order approved, how he's doing it I have no idea.

20 But was the end point of your discussion with Gamele that you agreed that you should pay it?---Just pay it and just basically sit him down and ask him what, what, what is going on and if he can't answer it then we're not going to work with this guy.

So you had that meeting with Mr Dubois?---Yes.

Was it just you and him or Mr – was Gamele present?---I don't remember if Gamele was present. It was obviously me and I don't believe Jim was present, but I basically, basically said to Alex if, you know, this doesn't make sense, we're not going to be - - -

30 THE COMMISSIONER: The purchase order was lodged, you had a discussion. Is this the way it went? The Broken Hill, there's a purchase order, you quoted, you had quoted on a certain price.---Yes.

It was reflected in the purchase order.---It wasn't reflected, it was upped.

Because the purchase order had been upped.---Yeah.

40 And so that the inflated amount in the purchase order was the amount that later appeared in the invoice.---Yes. So my quote was at a particular amount but then he issued a purchase order at an inflated amount, and then he was saying, well, all you got to do now is just, when you do your invoice, you invoice for the purchase order amount because my project management fee is already in built in the purchase order. So that's how he sold it to me, to try to deflect me from this continuous questioning of him when he was asking me, for example, in Tomingley, you know, pay me 13 grand for my project management, which I was reluctant to do because it's like, well, how, how do you do that to someone that's genuinely doing the work, and all of a sudden I'm, I'm getting hit up to pay you something which, you know, you're not particularly doing much for me. We're carrying out all the

work. But then he's like dangling the carrot on all this other work coming down the track, and then you're kind of, you know, trying to keep things sort of afloat and wanting to have more opportunities further down the track, but then he took that approach where it's like, oh, you don't have to worry about paying me a project management fee no more. It's already in built. Here's your purchase order. Invoice that amount, give me the difference and it's done. And it was like at that point how does someone do that? Like, how is that, on his end, something that he can get over the line?

10 Just pausing.---Sure.

Sorry, Mr Downing.

MR DOWNING: That's all right. In fairness, can I just take you back to the quote and the purchase order. So if we go back, please, to volume 8, page 2517. Do you see that's an email from jim@senai with a quote for Broken Hill on 13 July, 2012.---Yep.

20 That would have been you sending that?---Yes.

Now if we go to the next page, please. You'll see it's 13 July, 2012, Senai Steel quote for the Broken Hill works. I'm just going to skip through. If we go through the pages, you'll see again there's a similar structure in terms of description of the scope of works.---Yep.

But if we get to the price on page 2522, it was \$137,100.---Yes.

30 Plus GST. All right. If you bear that in mind, can we then go, please, to page – I'm sorry. We should go to the last page, which is page 2523. You signed off on that quote for Senai in the name of Jim Chamsine.---Yep.

But used your electronic signature.---Yep.

If we could go ahead, please, then to page 2532, you'll see that you also submitted a quote on behalf of A&A.---Yes.

On 13 July, 2012.---Yep.

40 And if you go to the next page, please, you'll see the scope of works.---Yes.

And if you go to 2534, the price was 173,400.---Yes.

Now, and you've signed off on that as, in your name, Project Director, but with Mr Al Banna's electronic signature.---Yep.

Now, this is at a time when Mr Al Banna is well gone from the company, correct?---Correct.

You shouldn't have been using his electronic signature.---I shouldn't have, no.

In any event, you say that this was a genuine quote being put forward with a view to obtaining work? Or do you say that this was a dummy quote that Mr Dubois told you he needed in order for Senai to do the work?---In my view it was a genuine quote. In his view, obviously, he was leveraging his opportunities and it was working. So I, I have several conversations with him, trying to push him into a proper arrangement and engagement of, of the work, where it's clearly, clear-cut that that - - -

You say even in the middle of 2012, after what had gone before, you genuinely thought that this was a competitive quote that you were putting in?---Well, at that point I did question, like, I mean, it's been this long, haven't you made a decision onto how you're going to execute all this work and the remainder of the structures, if that was going to be on the agenda, but obviously he just used the same kind of approach with me again in saying that he needs to get budgets approved and all this sort of stuff. So he just continued along the same pattern.

I'm going to suggest to you that he told you at the time that Senai was going to get the job and that you knew that the A&A quote was being put in simply to make up the numbers so that the job could be allocated according to his process.---Well, he didn't – I don't recall him telling me - - -

You deny that?---I'm not denying anything. I don't recall him telling me that he, he's going to give Senai the job and, "Just give me another quote from A&A." He, his approach was - - -

THE COMMISSIONER: No, no. Don't make statements. The point is, you knew that what he was doing was, again, seeking another quote as a dummy quote so that he could work his system. Do you agree?---The, the, I had the, the suspicion was always there but did, did I know exactly what he was doing - - -

All right. Let's not go – all right. Just wait for the next question,

MR DOWNING: By now it was well beyond a suspicion, wasn't it? You had no doubt in the world that he was rigging the system, when it came to allocating work so that Senai would get the work and he would extract his payment from Senai?---Yeah. It was, it was pretty clear at that point, I mean, that he's, he's not following a particular process.

THE COMMISSIONER: All right. Let's not go back over it.

MR DOWNING: In any event, the work as I've already taken you to, was awarded to Senai and Senai did the work?---Yes.

And if we go, please, to volume 8, page 2537. You'll see 13 August, 2012, there is an internal communication to Mr Dubois with the purchase order number for the job but you'll see the sum is \$82,100.---Yes.

And it refers above to Senai Steel doing the work with the Broken Hill Safe-T-Cam site.---Correct.

10 And if you go to page 2538, next page, you'll see that the purchase order is in the sum of \$182,100 plus GST, which is not the 137,100 which had been quoted.---Correct.

So, it's effectively a \$50,000 increase.---Yep.

And ultimately that's what you saw, isn't it, that let you know that he had upped the price again?---That's right.

20 And when you see that, you have the discussion with him and he tells you that the price that he wants to be paid, as he keeps putting it, project management fee, was 49,500 which was paid?---Correct.

You then have the discussion with him, you say, where you question him about this again?---I, yeah, when obviously it was the same responses from him, yeah, "It's none of your business. It's already allocated. Why are you questioning? This is the project management fee that I have included in the whole budget of the, of the project" and, and that was it, on his part, "You've just got to pay it." I'm like, "You know, it doesn't make sense. You need to give me more evidence about how you're making this happen." I mean, "Show me your contract, show me something that you've got an agreement with the RTA."

30 THE COMMISSIONER: And how did he respond?---And then he just got very angry and said, "This is how it is. You don't like it? Don't work for me." I said, "Okay."

Okay, just stop there then. Okay. Next question.

MR DOWNING: And did you stop at that point?---Yes.

40 Did you not seek any further quotes or tenders?---I never seeked him, never spoke to him after that. Never sort of approached him or anything.

Now, separate to Mr Dubois, is it the case that in the period of time when you were doing work for him that he introduced you to another colleague at the RMS, Mr Steyn?---I don't recall that introduction but - I, I don't recollect the introduction but - - -

THE COMMISSIONER: Do you remember meeting Mr Steyn?---I don't remember but obviously his name does ring a bell, yes.

MR DOWNING: Do you recall him mentioning a colleague that worked at the RTA, doing not exactly the same job but something similar to him?---I don't recall to be quite honest.

Do you recall ever meeting a South African gentleman that was a work colleague of Mr Dubois?---In the RTA?

10 Yes.---Never. I never actually entered the RTA office and had a meeting with anybody there. And, actually I did, when Mr Al Banna was onboard when we were doing the reports and that was at the very, very early stage, I recall there was one short meeting. That was it.

But you're talking about a meeting about actual RMS, or sorry, RTA work? ---Yes.

20 Do you recall if Mr Dubois ever asked you to help out in terms of any plans to do with someone's house?---I was actually trying to – when I did, I actually read an article about Mr Steyn obviously on the media and I do recall that I was asked to visit his place where he lived in [REDACTED] or something like that to look at a stormwater management plan for some development, but I'm not a stormwater engineer so I, I didn't carry out the work or do anything.

Do you recall through going to his house to look at something to do with stormwater?---I probably did. I don't recall. So I probably did but there was no work, I didn't actually do any work or anything for him but - - -

30 But do you have a recollection of Mr Dubois being the person that asked you to go and do something that involved you going to the house in [REDACTED]?---He, he would have been the point of reference, yes.

But do you say you can't now recall the detail of what you were asked to do?---Well, I, I was basically been asked to provide a civil engineering or stormwater management design for some retaining wall or issues he had in his backyard, but, or a tree, but I honestly don't recall the details.

40 THE COMMISSIONER: Just pausing there for a moment, will we finish with the - - -

MR DOWNING: We will. I've only got about two or three minutes further.

THE COMMISSIONER: I've got to adjourn at 4 o'clock.

MR DOWNING: Certainly, Commissioner. Can I ask you, and perhaps this might assist on this topic, if you could go, please, to volume 10.4C, page 4. Now, do you see, starting at the email at the bottom, on Sunday, 26

February, 2012, at 8.30pm, you say, "Alex, please find attached." And you send something on, on behalf of AA Structural, sorry, A&A Structural.
---Yes.

And you'll see above that Mr Dubois sends something on to Mr Steyn.
---Okay, yeah.

And Mr Steyn then sends something on to Aleesha Steyn.---Okay.

10 And could we go, please, to page 5. And do you see that it's a condition report at [REDACTED] – well, I won't read out the address, but condition report of property at [REDACTED]?---Yeah.

And you'll see it says, "Mr and Mrs Steyn."---Yeah.

And if we go through the pages, please, you'll see that you're the person that's prepared it.---Yeah.

20 Keep going through, please, and perhaps just pause – sorry if we pause and go back to the executive summary. Read that to yourself and see if that assists your recollection.---Yeah, I mean I definitely wrote this but I, I don't recall actually executing this work.

THE COMMISSIONER: Just wait for the next, just wait for the next question.---Yeah, sure.

MR DOWNING: Perhaps if we go through to the next page.---Yeah.

30 And if you read that at yourself.---Yeah, that would have been something I'd sent, yeah, definitely.

So does that assist you in recalling that in effect you were called to go to the house and to have a look and basically to give some advice about a tree that seemed to be causing some problem with the slab?---Correct, yes.

And you make a recommendation that it be removed.---Yes. I think he needed that to substantiate to council that the tree needs to be removed - - -

40 The tree needed to come out. All right.---? - - - to avoid further damage.

Now, first of all, did Mr Dubois make any payment to you for doing this?
---No.

Did Mr Steyn make any payment?---No.

Do you recall, now having seen the report, meeting with Mr Steyn at the property?---I did meet with him, yes.

And perhaps if we go through, and I think there are some photographs attached.---Yes, I remember now.

And if we go to the next page.---Yes, yes, yes, I remember now clearly.

Did you have any discussion with Mr Steyn about whether he'd be paid for the job?---Well, it, he, he did offer me something and I just said, look, well-
- -

10 He did?---He did offer me something. But I don't remember the, exactly what it was. These type of things I usually do for, like, three or 400 bucks. And I said, look, I mean, it's fine, it's, just leave that one on me, it's not a problem, so - - -

THE COMMISSIONER: Did you pay? I'm sorry, did he pay you?---He didn't pay me for it, no.

Hmm? Nothing?---No.

20 MR DOWNING: In effect did you understand that Alex was asking you to help out a friend at work?---Basically that's how it was.

Last matter. If we could go, please, to volume 9.5, page 187. This is a document GEC Consulting prepared as part of putting in a response to a traffic control sign design. So, sorry, registration of interest for a particular work to do with traffic control sign design for the RMS.---Ah hmm.

30 And you'll see it's dated 30 April, 2014. But there are a series of documents attached to it, but can I take you, please, to page 219. And you'll see that these are plans of the Tomingley rectification works under the Senai name. Do you recall that these were prepared by you or did you have anything to do with them?---Yeah, 'cause I engaged GEC to undertake the as-built drawings for the actual rectification work that took place.

At Tomingley?---Yes. And I issued them to Mr Dubois. But I engaged GEC separately because he's got the drafting skills which I don't, so - - -

And did you pay GEC to do it?---Yes, yes.

40 Right, thank you. All right. Did you know, prior to engaging Mr – well, prior to engaging Senai, did you know Ghazi Sangari?---Yes.

How did you know him?---Oh, I've known him just through the industry. I knew him when I first started my business. I met with him just to sort of network because he was sort of in the same area that I live and - - -

And how many years, going back, is that?---Oh, it was in the same year. It would have been like 2010, '11, that I, I had met him.

So you've known him for some time?---Yep.

Did you know him as someone that was doing work for Mr Dubois at the RMS?---Not at that, not when I first met him. At some, when, when I asked him to provide some drafting resources for me for this project he then obviously mentioned that he is doing some road design or something for, for Alex, but didn't get into the detail.

10 Commissioner, thank you, unless there's any application by anyone to cross-examine Mr Nachabe, they're the questions I've got for him.

THE COMMISSIONER: I take it there's nobody present who wants to cross-examine the witness? Mr Nachabe, thank you for your evidence. There is a possibility that you may be required to attend on a future occasion for cross-examination, but if there is any requirement, you'll be given due notice.---Sure.

Thank you for your attendance.---Thank you.

20

You may step down and you're free to go today. And I'll adjourn.

MR DOWNING: Thank you, Commissioner.

THE WITNESS WITHDREW

[4.03pm]

AT 4.03PM THE MATTER WAS ADJOURNED ACCORDINGLY

30

[4.03pm]