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INDEPENDENT BROAD-BASED ANTI-CORRUPTION COMMISSION

MELBOURNE

MONDAY, 23 NOVEMBER 2020

(33rd day of examinations)

BEFORE THE HONOURABLE ROBERT REDLICH AM, QC

Counsel Assisting: Mr Michael Tovey QC
Ms Amber Harris
Mr Tam McLaughlin

OPERATION SANDON INVESTIGATION

PUBLIC EXAMINATIONS PURSUANT TO PART 6 OF THE INDEPENDENT BROAD-BASED ANTI-CORRUPTION COMMISSION ACT 2011

Every effort is made to ensure the accuracy of transcripts. Any inaccuracies will be corrected as soon as possible.

1 <SAMEH AZIZ, recalled: 10:00:18AM
2 <EXAMINED BY MR TOVEY, continued: 10:00:22AM
3 COMMISSIONER: Good morning, Mr Aziz, Mr Rubenstein. Are we 10:04:16AM
4 ready to proceed? 10:04:20AM
5 MR RUBENSTEIN: Yes, thank you, Commissioner. Commissioner, 10:04:21AM
6 Mr Aziz has informed me that he's been unwell over the 10:04:24AM
7 weekend and he's requested, if we may, to have a 10:04:27AM
8 five-minute break each sort of hour on the hour, if that's 10:04:32AM
9 possible, for him to just compose himself, get some fresh 10:04:37AM
10 air downstairs. 10:04:40AM
11 COMMISSIONER: Yes. 10:04:42AM
12 MR RUBENSTEIN: Thank you. 10:04:43AM
13 COMMISSIONER: And, Mr Aziz, as I've said now a number of times 10:04:45AM
14 to you, if at any point you want to have a break you 10:04:49AM
15 should just indicate that you need it?---Thank you, 10:04:53AM
16 Commissioner. 10:04:56AM
17 Yes, Mr Tovey. 10:04:58AM
18 MR TOVEY: Mr Aziz, your agreement with Spicer Thoroughbreds 10:05:01AM
19 was, according to the agreements themselves, originally 10:05:07AM
20 contemplated to go for 12 months, was that your 10:05:13AM
21 understanding?---Yes, it was. 10:05:19AM
22 And in fact the last payment you received was in November of 10:05:21AM
23 2018; is that correct?---Yes. 10:05:30AM
24 So what was it that brought about the end of the Spicer 10:05:34AM
25 contract in November of 2018?---Two things. No progress 10:05:41AM
26 in terms of the information that I continuously requested 10:05:50AM
27 to be able to do my role and, secondly, the PhD starting 10:05:53AM
28 to take shape and the commitment that I knew that I had to 10:06:00AM
29 give to that and to the work that I would be doing for 10:06:04AM

1 Mr Woodman's project in Geelong. 10:06:08AM
2 Sorry, the work that you would be doing in respect of 10:06:12AM
3 Geelong?---Yes, Little River in Geelong, yes. 10:06:17AM
4 Did you see the Little River agreement or the money that was 10:06:21AM
5 coming to you purportedly in accordance with the Little 10:06:31AM
6 River agreement as replacing the money you were receiving 10:06:35AM
7 from Spicers?---No, two different projects, and I did not 10:06:40AM
8 know, as I said, that Mr Woodman was behind the Spicer 10:06:46AM
9 payments. Different projects altogether. 10:06:50AM
10 So was it the case that you saw Spicer as being replaced by 10:06:56AM
11 other things?---Not replaced in terms of monetary 10:07:03AM
12 compensation, but replaced in terms of additional and very 10:07:09AM
13 extensive workloads that I had envisioned that I would be 10:07:15AM
14 taking upon myself as a result of Little River, and in 10:07:21AM
15 addition I was also enrolling in a masters degree in 10:07:25AM
16 planning full-time with Monash University in addition to 10:07:32AM
17 the PhD work that I was going to be doing with Southern 10:07:36AM
18 Cross University. 10:07:41AM
19 COMMISSIONER: Mr Aziz, when you commenced your arrangement 10:07:42AM
20 with Spicer Thoroughbreds, at any time whilst that 10:07:48AM
21 arrangement was in place did you speak to Mr Woodman about 10:07:52AM
22 the work that you were supposedly doing for Spicer 10:07:57AM
23 Thoroughbreds?---No, I don't recall speaking to him 10:08:01AM
24 because, like I said, he wasn't involved in my view and, 10:08:04AM
25 secondly, the approach that I got was not from Mr Woodman 10:08:11AM
26 but was from Mr Lee as a representative of Spicers - - - 10:08:15AM
27 Yes, I'm not interested in that. I'm interested in the fact 10:08:22AM
28 that during the entire period that Spicer Thoroughbreds' 10:08:25AM
29 arrangement was in place you are telling me that you never 10:08:33AM

1 had any discussion with Mr Woodman about that 10:08:36AM
2 arrangement?---Commissioner, I don't recall. I don't 10:08:41AM
3 recall having done that. 10:08:44AM
4 And then when the arrangement finished and you started the 10:08:45AM
5 arrangement for Little River, did you have any discussion 10:08:50AM
6 with Mr Woodman about Little River?---Yes, I had several 10:08:54AM
7 discussions with Mr Woodman about Little River. 10:08:58AM
8 But at no time when speaking to him about that did you also 10:09:00AM
9 discuss the cessation of the Spicer Thoroughbreds 10:09:07AM
10 contract?---Like I said, I don't recall. I don't 10:09:16AM
11 recall - - - 10:09:19AM
12 Just think about the incredulous explanation that you have 10:09:20AM
13 offered that Mr Woodman is the person paying your fees to 10:09:26AM
14 Spicer Thoroughbreds, that comes to an end when you 10:09:32AM
15 commence the arrangement in relation to Little River, and 10:09:37AM
16 you say you never had any discussion with Mr Woodman about 10:09:41AM
17 Spicer Thoroughbreds?---Yes, that's to the best of my 10:09:45AM
18 recollection. 10:09:52AM
19 You're making a mockery, I suggest, Mr Aziz, of 10:09:53AM
20 the truth?---I'm not sure how to respond to that. I'm 10:10:02AM
21 just trying to - - - 10:10:04AM
22 Well, I'm wanting you to think about the incredible explanation 10:10:06AM
23 that you're offering, that here is Mr Woodman through 10:10:11AM
24 Watsons paying your monthly fee to Spicer Thoroughbreds, 10:10:15AM
25 that the Spicer Thoroughbreds contract comes to an end and 10:10:20AM
26 that you commence the Little River project, again with 10:10:24AM
27 Mr Woodman, and Mr Woodman is going to be paying you fees 10:10:28AM
28 for that, but you say you never had a conversation with 10:10:32AM
29 Mr Woodman about Spicer Thoroughbreds and you were never 10:10:35AM

1 aware that he was paying your fees under the Spicer 10:10:38AM
2 Thoroughbreds contract. Do you just see how ridiculous 10:10:43AM
3 that explanation is?---It may be ridiculous from your 10:10:46AM
4 point of view. I'm just trying to relay what I do 10:10:53AM
5 remember about those arrangements. Clearly with Little 10:10:55AM
6 River Mr Woodman commissioned me directly, it was his 10:11:03AM
7 approach, and so I had to speak to him about what that 10:11:07AM
8 meant and everything that that would entail. But with 10:11:10AM
9 Spicer Thoroughbreds I never saw Mr Woodman at the 10:11:15AM
10 beginning of it and I don't recall having discussions with 10:11:17AM
11 him about it. 10:11:20AM
12 But it is more than recall. You are saying emphatically that 10:11:24AM
13 notwithstanding the evidence that Ms Wreford has given, 10:11:29AM
14 notwithstanding the evidence that Mr Woodman has given, 10:11:32AM
15 notwithstanding the circumstantial evidence that makes 10:11:36AM
16 your account so improbable, you are saying you never at 10:11:39AM
17 any point of time knew that Mr Woodman was paying your 10:11:43AM
18 fees in relation to Spicer Thoroughbreds?---To the best of 10:11:48AM
19 my recollection, and I don't want to speculate on their 10:11:54AM
20 evidence. I mean, I think they had an expectation that 10:11:58AM
21 I would not return to Australia, which is absolutely not 10:12:01AM
22 true. So they could have pretty much said anything they 10:12:04AM
23 wanted to incriminate me and relieve themselves. I'm 10:12:09AM
24 giving you the information to the best of my recollection 10:12:15AM
25 and I think - - - 10:12:20AM
26 I'm sorry, Mr Aziz, what does that mean when you keep saying, 10:12:22AM
27 'to the best of my recollection'? Do you mean it's 10:12:26AM
28 possible that you in fact did know that Mr Woodman was 10:12:30AM
29 paying for the work you were supposedly doing for Spicer 10:12:34AM

1 Thoroughbreds but you don't remember? Why do you keep 10:12:39AM
2 qualifying your statement like that? Do you accept it's 10:12:43AM
3 possible you did know?---No, because I only became aware 10:12:46AM
4 when you presented to me financial analysis that showed 10:12:51AM
5 correlating payments from Mr Woodman to Spicers that 10:12:56AM
6 related to the payments that I was billing Spicers for. 10:13:00AM
7 But I certainly have not had any interactions, to the best 10:13:05AM
8 of my recollection again, with Mr Woodman in relation to 10:13:09AM
9 the Spicer work. In the meetings that I had in relation 10:13:12AM
10 to that assignment or project, I never met with Mr Woodman 10:13:16AM
11 once. All the meetings happened with the three Spicer 10:13:21AM
12 personnel that I gave you evidence about last week, and 10:13:25AM
13 that happened on at least three or four occasions. 10:13:29AM
14 Yes, Mr Tovey. 10:13:33AM
15 MR TOVEY: And I've already put to you that you were chasing up 10:13:39AM
16 payments through Ms Wreford, Mr Woodman's representative, 10:13:43AM
17 and I think you agreed that you were; is that right?---On 10:13:50AM
18 occasions when I couldn't get hold of Mr Lee, yes, because 10:13:54AM
19 she was his domestic partner. 10:13:58AM
20 So what's your position? Do you say that before the Little 10:14:02AM
21 River agreement was in fact negotiated you anticipated 10:14:11AM
22 that Spicer payments would be replaced by other 10:14:19AM
23 things?---No, I anticipated and was hoping that I could 10:14:26AM
24 complete the project that I had undertaken for Spicers and 10:14:29AM
25 that it would continue. However, when the information 10:14:34AM
26 wasn't forthcoming from them and I had embarked on many 10:14:38AM
27 other initiatives in my life, I just realised that time is 10:14:44AM
28 finite and I wouldn't be able to do anything in relation 10:14:49AM
29 to the Spicers payment or the Spicer payment arrangements 10:14:52AM

1 in terms of paying me money for work that I wasn't going 10:14:58AM
2 to be able to complete beyond November, and therefore 10:15:01AM
3 I ceased the project. 10:15:06AM
4 Did you provide any written notification of that decision to 10:15:09AM
5 Spicers?---I don't recall if that occurred. I'm not sure. 10:15:14AM
6 I think we definitely had - we definitely had a couple of 10:15:22AM
7 verbal discussions, but I don't recall if it was followed 10:15:25AM
8 up with writing. 10:15:28AM
9 Even though you had a contract?---Yes. I spoke to them about 10:15:29AM
10 the fact that I had no responsibility - liability, 10:15:36AM
11 financial or otherwise, in bringing the contract to a 10:15:42AM
12 close because they were not providing me with the 10:15:45AM
13 information that I was seeking, and I wasn't able to 10:15:47AM
14 advance the work. 10:15:50AM
15 I would like to refer you to a conversation you had with 10:15:54AM
16 Lorraine Wreford on 29 November of 2018, so this is some 10:15:57AM
17 11 days after the last Spicers payment. Could the witness 10:16:06AM
18 please have played to him tab 218. 10:16:11AM
19 COMMISSIONER: Mr Tovey, is this already an exhibit? 10:16:21AM
20 MR TOVEY: No, it's not. 10:16:24AM
21 COMMISSIONER: Thank you. 10:16:24AM
22 (Audio recording played to the Commission.) 10:16:59AM
23 MR TOVEY: So that's a portion of that conversation. You're 10:18:22AM
24 there providing Lorraine Wreford with financial 10:18:27AM
25 information; is that right?---Yes. 10:18:31AM
26 She says to you when you seek to list as part of your financial 10:18:35AM
27 profile, she suggests to you that she shouldn't be putting 10:18:42AM
28 Spicer income in her notes because that's going to stop. 10:18:53AM
29 Is that right?---Yes. At that time. 10:18:59AM

1 So you'd told her, had you, that you were going to stop 10:19:03AM
2 Spicer?---I think that decision had been made before that 10:19:08AM
3 conversation took place. 10:19:11AM
4 Yes. So when she says, 'That's going to stop', she as 10:19:13AM
5 Mr Woodman's representative already knew that it was going 10:19:18AM
6 to stop as of 29 November; is that right?---No. I was 10:19:22AM
7 discussing this information with her in her capacity as my 10:19:29AM
8 finance broker. 10:19:33AM
9 Yes, but you knew her also as Mr Woodman's representative, did 10:19:34AM
10 you not?---I know she was acting for Mr Woodman in certain 10:19:39AM
11 matters. However, it's not unnatural for these 10:19:45AM
12 conversations to be shared between multiple parties, 10:19:50AM
13 especially if one of those parties is trying to get me a 10:19:53AM
14 loan to transfer my house. 10:19:56AM
15 All right. Then you say to her - this is the mortgage provider 10:19:58AM
16 I assume you're referring to as 'they' - 'But they don't 10:20:06AM
17 need to know that', is that right? So, even though you 10:20:11AM
18 want to put Spicers on your list of income and that's 10:20:14AM
19 stopped, you don't want the mortgage provider to be told 10:20:18AM
20 that?---The issue here - - - 10:20:22AM
21 No, is what I'm saying correct? I don't care what the issue 10:20:25AM
22 is. What I'm saying is correct, isn't it? There's no 10:20:30AM
23 other explanation for what you're saying. You're 10:20:33AM
24 proposing to her to misrepresent your position to the 10:20:35AM
25 mortgage provider?---No, that's not correct. 10:20:38AM
26 Well, when you say to her, 'They don't need to know that,' that 10:20:41AM
27 is that the Spicer payments have stopped. That is the 10:20:45AM
28 only possible explanation, or can you think of some other 10:20:48AM
29 one?---I can, because - - - 10:20:51AM

1 Is it a credible one?---Sorry? 10:20:53AM

2 MR RUBENSTEIN: If the witness can answer the question without 10:20:57AM

3 Mr Tovey interrupting. 10:21:00AM

4 MR TOVEY: What is your explanation, Mr Aziz?---The issue about 10:21:03AM

5 obtaining a mortgage is longevity of payments in earnings 10:21:06AM

6 and you really need to demonstrate at least 24 months 10:21:12AM

7 worth of earnings as a company or a sole trader, and 10:21:15AM

8 therefore accordingly I knew at that time that we had 10:21:19AM

9 negotiated the Little River agreement and that I would be 10:21:23AM

10 compensated for the work that I do in that regard, and 10:21:27AM

11 I didn't want to complicate matters because I wasn't going 10:21:31AM

12 to be cheating the bank out of anything. The issue for me 10:21:34AM

13 was about serviceability and I was confident that had I 10:21:38AM

14 obtained the loan I would be able to service the loan 10:21:41AM

15 given the new arrangements I had negotiated. 10:21:44AM

16 Okay, let's look at that. First of all, you didn't want to 10:21:46AM

17 complicate things so you gave them false information, and 10:21:51AM

18 that is that you were continuing to get money from Spicer 10:21:55AM

19 Thoroughbreds. That's what you've just told me. Firstly, 10:22:01AM

20 that's correct?---Absolutely incorrect. 10:22:06AM

21 Well, it was false, wasn't it? What you were proposing to give 10:22:07AM

22 them was information that you were getting money from 10:22:13AM

23 Spicer Thoroughbreds, and you weren't. That's just what 10:22:17AM

24 you told me. Now, can't you see that is incorrect or 10:22:21AM

25 untrue?---No, I can't given the - - - 10:22:26AM

26 All right?---Can I please be given a chance to answer the 10:22:29AM

27 question? 10:22:32AM

28 COMMISSIONER: I'm sorry, Mr Aziz, it seems to me you were 10:22:33AM

29 given an ample opportunity. What Mr Tovey is asking you 10:22:36AM

1 is why isn't it false to say that in your financial 10:22:41AM
2 statement you should include the Spicer Thoroughbreds 10:22:46AM
3 contract if in fact it has stopped?---Because it's two 10:22:52AM
4 things. One is it has actually occurred and I was 10:22:57AM
5 receiving monthly income from it - - - 10:23:01AM
6 No, no, I'm sorry, I don't understand that. By the time you 10:23:04AM
7 are going to fill out your asset position you were no 10:23:10AM
8 longer receiving any benefit under the Spicers contract; 10:23:16AM
9 is that correct?---Commissioner - - - 10:23:20AM
10 Is that correct, Mr Aziz?---The last payment I received 10:23:23AM
11 I recall was in November and, no, that is not correct. It 10:23:27AM
12 has nothing to do with my asset position. It has 10:23:32AM
13 everything to do with my income position. 10:23:34AM
14 Yes. Mr Aziz, is the position that at this point of time, when 10:23:37AM
15 you are speaking to Ms Wreford, the Spicers contract had 10:23:42AM
16 ceased?---That's correct, yes. 10:23:47AM
17 So why would you include in an assets and revenue statement 10:23:52AM
18 that the contract is still extant?---But I didn't include 10:23:58AM
19 that. I was simply recording the income I was already 10:24:01AM
20 receiving. 10:24:04AM
21 All right?---Commissioner, sorry, from the lender's perspective 10:24:07AM
22 I wasn't cheating them out of anything because all they 10:24:11AM
23 care about is serviceability, my capacity to service the 10:24:15AM
24 loan. And Ms Wreford had other conversations with me in 10:24:17AM
25 relation to how we can present the documentation and 10:24:22AM
26 that's why I didn't proceed with her because I wasn't 10:24:24AM
27 comfortable about some of the things she was proposing. 10:24:27AM
28 Yes. I suspect she wouldn't have been comfortable with what 10:24:30AM
29 you were proposing either?---She was very - - - 10:24:33AM

1 Mr Aziz, if she was concerned to present a truthful position in 10:24:36AM
2 relation to your financial position, she would have been 10:24:42AM
3 concerned herself, wouldn't she?---No, she was concerned 10:24:45AM
4 about getting a commission from getting this deal through 10:24:48AM
5 and working on it for weeks without being compensated, and 10:24:52AM
6 I said to her, 'There is nothing I can do about that 10:24:56AM
7 because I really need to secure a loan,' and that's why 10:24:58AM
8 I went with a different mortgage broker. 10:25:01AM
9 Yes. Yes, Mr Tovey. 10:25:03AM
10 MR TOVEY: All right. So you say to her, 'Well, look' - the 10:25:08AM
11 effect of what you say to her there is, 'We'll let them 10:25:15AM
12 think that the Spicer Thoroughbreds payments are ongoing, 10:25:18AM
13 even though that's going to be replaced by something 10:25:22AM
14 else,' is that right?---Not entirely, no. I'm simply 10:25:25AM
15 recording historical information in relation to my income 10:25:34AM
16 from the past. 10:25:37AM
17 What you're doing there is you're being asked about your 10:25:38AM
18 ability to service a loan that you're applying for. You 10:25:42AM
19 say that - you tell her to represent to the potential 10:25:46AM
20 mortgagor that you have ongoing income from Spicer 10:25:53AM
21 Thoroughbreds, even though that's being replaced by other 10:26:02AM
22 things. Now, Mr Aziz, if you had any regard whatsoever to 10:26:04AM
23 the truth, it's undeniable, isn't it - - - 10:26:11AM
24 MR RUBENSTEIN: I object. I object at this point, 10:26:16AM
25 Commissioner. 10:26:21AM
26 COMMISSIONER: What's your objection, Mr Rubenstein? 10:26:21AM
27 MR RUBENSTEIN: My objection is this. These questions are 10:26:24AM
28 coming in a vacuum. We don't have the form and we don't 10:26:28AM
29 know, or unless IBAC has the form and is about to put it 10:26:31AM

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to Mr Aziz, we don't know the exact nature of the question he's being required to answer in the form. Does it relate to income earned? Does it relate to income he is expected to earn in the future? So these questions are being put to him in a vacuum without any clear indication as to what the actual form required him to respond to.

COMMISSIONER: Mr Rubenstein, your client has shown an astute and quite incredible capacity to take any objection or argument that could conceivably explain away a situation. Do you really think it's necessary for you to intervene to make that objection?

MR RUBENSTEIN: It is in this respect. I have allowed the questioning or I haven't interrupted the questioning at the moment on the transcript, and insofar as the questions relate to the transcript itself, that's fine. What is said in the conversation, I note at line 20 Mr Aziz says, 'It's going to stop'. So it is possible that in his mind at the time he didn't contemplate that at the time of filling out the form it had stopped. Who can say? I'm looking at the line of the transcript there. But if Mr Tovey is going to put to my client that he's lying because of a response in a form, we should as a matter of fairness see what the question in the form actually required him to disclose.

COMMISSIONER: I thought he had explained, Mr Rubenstein, what his understanding was about what he was required to disclose, and his explanation was that it would be informative in a historical sense that he place before the party that's being asked to lend money what his history

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10:27:41AM
10:27:44AM
10:27:48AM
10:27:51AM
10:27:54AM
10:27:57AM
10:28:00AM
10:28:03AM
10:28:06AM
10:28:09AM
10:28:14AM
10:28:20AM

1 is. He has heard what you've had to say, Mr Rubenstein. 10:28:25AM
2 He can take that into account. Yes, Mr Tovey. 10:28:30AM
3 MR TOVEY: You see, you then go on to say to Ms Wreford, 'This 10:28:36AM
4 is going to be replaced by other things.' You say you 10:28:40AM
5 have already at this stage negotiated the Little River 10:28:49AM
6 agreement or most of it with her; is that right?---Not 10:28:53AM
7 with her, but with Mr Woodman and we have, yes, the 10:28:59AM
8 negotiations would have been almost complete at that point 10:29:03AM
9 in time. 10:29:05AM
10 So why didn't you provide her then with details of the Little 10:29:08AM
11 River agreement and say, 'Look, Ms Wreford, what you can 10:29:13AM
12 put in this application is from now on I'm going to be 10:29:19AM
13 getting \$23,000 or \$25,000 a month as a consultant.'? Why 10:29:22AM
14 not provide that information to her?---Firstly, I didn't 10:29:28AM
15 need to. She was aware of the negotiations in relation to 10:29:32AM
16 Little River. And, secondly, this is not a historical 10:29:34AM
17 fact yet. So what I'm getting in future is not something 10:29:38AM
18 that can be taken into consideration by a lender if you're 10:29:42AM
19 a self-employed person. Anyone that knows anything about 10:29:46AM
20 lending would know that. 10:29:49AM
21 In the end you ended up getting a loan through another 10:29:53AM
22 organisation; is that right?---Yes. 10:29:57AM
23 What was the name of that organisation? Was it 10:29:58AM
24 Bluestone?---Yes, it was Bluestone, correct. 10:30:04AM
25 All right. So Bluestone was a mortgage provider entity, was 10:30:06AM
26 it?---That's correct, yes. 10:30:12AM
27 And when you went to them you made an application and you 10:30:14AM
28 discussed your ability to repay, did you not?---Yes, 10:30:22AM
29 I did. 10:30:27AM

1 And you told them that at that stage - this is in early 10:30:27AM
2 2019 - you told them at that stage you had a contract with 10:30:36AM
3 somebody else and that person had to repay you \$25,000 a 10:30:41AM
4 month and you were going to have that person repay that 10:30:47AM
5 loan directly to Bluestone; is that what you told them 10:30:52AM
6 according to their business records?---I told them 10:30:55AM
7 that - - - 10:30:59AM
8 No, did you tell them what I said? Yes or no?---No. 10:30:59AM
9 Did you mention - did you tell them that the money was going to 10:31:02AM
10 be repaid with the proceeds of the loan?---I told them my 10:31:08AM
11 repayments were coming from that contract and then there 10:31:13AM
12 was another opportunity to get further lending to buy a 10:31:17AM
13 secondary property and that money from the contract was 10:31:21AM
14 going to go into that secondary property and then be 10:31:23AM
15 transferred into the property that I actually had for 10:31:26AM
16 residential purposes because there were no tax advantages 10:31:29AM
17 in keeping it in the other mortgage. But as it turns out 10:31:32AM
18 I wasn't able to secure that second loan. So the reason 10:31:37AM
19 I had the conversation with Bluestone about that matter is 10:31:40AM
20 to ensure that they weren't directly debiting me when 10:31:43AM
21 there was already going to be enough money coming into the 10:31:47AM
22 mortgage without the need for them to direct debit me. 10:31:50AM
23 So did you have a conversation with or did you give Bluestone 10:31:53AM
24 information telling them that the repayments on their loan 10:31:58AM
25 were going to be made directly by somebody who owed you 10:32:04AM
26 money subject to a contract, and that was a loan contract? 10:32:08AM
27 Did you tell them that or not? Yes or no?---Not a loan 10:32:13AM
28 contract, but a contract where I was earning money. 10:32:18AM
29 I recall there were more than one conversation with 10:32:21AM

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Bluestone - - -

Look, I want to be clear. Did you tell them that there was a contract whereby another person owed you money and the repayments to Bluestone would be made directly by that person pursuant to that loan contract? Did you tell them that or not? Yes or no? If you don't agree, we'll just move on?---Well, I don't recall. I do recall trying to explain how the loan would be serviced after they had approved it, so I don't believe that I presented that information to facilitate their approval. But I tried to explain that to them so that they don't direct debit me in addition to what was already coming. I may have had another conversation to explain that I'm trying to take out a second mortgage and buy another property and that there would be a transfer from that loan into the Bluestone mortgage loan. And I think I had a third conversation as well, which I don't recall the details of because I'm simply trying to settle down my financial arrangements and my situations change all the time. So, I'm trying to ensure that I comply with the terms and conditions of their loan.

I still don't understand. Do you deny that you told them that your repayments of the loan they were about to give you would come from the repayments of a loan pursuant to a loan contract that you had with somebody else? Did you tell them that or not?---If I said that, I would have expressed that in - - -

No, I'm not asking you to speculate. I'm asking you whether in fact you told them that. Do you deny you told them

10:32:26AM
10:32:28AM
10:32:34AM
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10:33:00AM
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10:33:11AM
10:33:14AM
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10:33:30AM
10:33:33AM
10:33:36AM
10:33:43AM
10:33:47AM
10:33:50AM
10:33:56AM
10:34:00AM
10:34:06AM
10:34:09AM
10:34:13AM
10:34:14AM
10:34:17AM

1 that?---I don't remember what I told them. So you are 10:34:20AM
2 asking me to speculate on what I can and can't remember 10:34:23AM
3 and, like I said to you, I can't recall the specifics of 10:34:26AM
4 those conversations because I would have had millions of 10:34:30AM
5 conversations in any given month and I don't recall or 10:34:33AM
6 record the specifics of any conversation. Sometimes 10:34:39AM
7 I make calls when I'm driving my car and sometimes I get 10:34:41AM
8 distracted and so the information that I convey may not be 10:34:45AM
9 as accurate as it should have been stated had I been 10:34:49AM
10 stationary and in my home or office, for example. So 10:34:52AM
11 that's what happens with me and I used to use my car as a 10:34:57AM
12 mobile office, otherwise I wouldn't be able to get the 10:35:02AM
13 work that I needed to get done. 10:35:08AM
14 When you made the loan application, did you tell them that you 10:35:16AM
15 had a consultancy agreement with Mr Woodman whereby you 10:35:20AM
16 were being paid \$25,000 a month?---I can't recall the 10:35:24AM
17 specifics of the application, but I do recall that by then 10:35:35AM
18 there were two payments due under the contract that had 10:35:39AM
19 been made. So if I had said that, at least I would have 10:35:42AM
20 been able to show historical evidence of the money coming 10:35:46AM
21 directly into my account. So it can be proven that I'm 10:35:49AM
22 actually earning this money rather than speculating. 10:35:55AM
23 I'm not asking you what you could prove, as you no doubt well 10:35:57AM
24 understand. What I'm asking you is what you told them. 10:36:03AM
25 You never mentioned, I would suggest, in the course of 10:36:07AM
26 making your loan application that in fact you had a 10:36:10AM
27 consultancy contract with Mr Woodman which was going to 10:36:14AM
28 produce \$600,000 over a period of two years. You simply 10:36:21AM
29 did not tell them that, did you?---Mr Tovey - - - 10:36:25AM

1 Look, Mr Aziz, it's simple. There are three answers, either 10:36:29AM
2 'I did tell them that', 'I didn't tell them that' or 10:36:33AM
3 'I can't remember'. Which is the one that you propose to 10:36:35AM
4 give me?--Well, if I give you 'I can't recall', I need to 10:36:39AM
5 qualify my answer, because you clearly don't understand 10:36:43AM
6 what went on in that process. 10:36:47AM
7 Thank you. Could you listen, please, to tab - - 10:36:53AM
8 -?---Commissioner. This is most unfair, sir. I need to 10:36:56AM
9 explain a very simple matter which will take three seconds 10:37:00AM
10 to explain. 10:37:03AM
11 COMMISSIONER: Yes, go ahead?---Thank you. So I'm sure that 10:37:05AM
12 I may have discussed this with my mortgage broker, but he 10:37:10AM
13 may have also indicated that because of the short time it 10:37:13AM
14 would not be applicable. In any case I may have met their 10:37:16AM
15 lending standard with the information that I presented and 10:37:20AM
16 that's why their interest rate was a lot higher, and 10:37:23AM
17 I accepted this, than most other providers. At the time 10:37:27AM
18 most people were paying between 3.5 to 4 per cent on their 10:37:30AM
19 loan. This loan was actually 7 and three-quarters 10:37:33AM
20 per cent. So they may have - I may have said that to the 10:37:37AM
21 broker, but the broker said because of the lack of length 10:37:41AM
22 involved and the payment being made, it may not be 10:37:44AM
23 acceptable by the institution. 10:37:46AM
24 I'm sorry, that's not your recollection; you're hypothesising 10:37:51AM
25 as to what might have happened?---I am reasonably 10:37:55AM
26 confident that because I had already been paid I may have 10:38:00AM
27 mentioned this to my mortgage broker. But the application 10:38:04AM
28 that was put forward to obtain that mortgage was not 10:38:07AM
29 deceiving or untruthful. 10:38:12AM

1 Yes. Yes, Mr Tovey. 10:38:15AM

2 MR TOVEY: Would you just bear with me for a few seconds, 10:38:21AM

3 Mr Commissioner, I just want to get instructions about a 10:38:24AM

4 certain matter. All right. Could the witness - I now 10:38:26AM

5 want to take you to tab 76. Sorry, I tender that 10:38:49AM

6 conversation at tab 218, 29 November, Mr Commissioner. 10:38:54AM

7 COMMISSIONER: Exhibit 285, conversation between Mr Aziz and 10:39:05AM

8 Ms Wreford of 29 November 18. 10:39:08AM

9 #EXHIBIT 285 - Conversation between Mr Aziz and Ms Wreford of 10:39:08AM

10 29/11/18, tab 218. 10:39:08AM

11 MR TOVEY: Can we go to tab 76, which is a conversation between 10:39:22AM

12 yourself and Ms Wreford of 30 November 2018. 10:39:26AM

13 (Audio recording played to the Commission.) 10:39:55AM

14 MR TOVEY: That conversation ends with you raising with her 10:46:23AM

15 'the electronic stuff on 1 January'. That's monthly 10:46:26AM

16 payments of \$23,000, is it not?---Yes. 10:46:29AM

17 Is there any reason why she didn't want to discuss that on the 10:46:33AM

18 phone but said she'd wait until she saw you in 10:46:37AM

19 person?---I have no idea what her intent was. 10:46:43AM

20 Nowhere there do you talk about any Little River agreement or 10:46:51AM

21 Smart Cities agreement or contract. You're talking about 10:46:56AM

22 electronic stuff starting on the first of the month. Did 10:47:00AM

23 you know what it was you were talking about at that stage 10:47:05AM

24 or was it the case that at that stage the Little River 10:47:08AM

25 concept hadn't really crystallised?---No, by that stage it 10:47:11AM

26 had crystallised and that's exactly what I was referring 10:47:17AM

27 to. 10:47:20AM

28 Could you explain why it is that over a period of weeks now 10:47:21AM

29 there have been a whole series of conversations relating 10:47:25AM

1 to ongoing payments to you and not on one occasion is 10:47:28AM
2 Smart Cities or Little River mentioned?---It was 10:47:34AM
3 Mr Woodman's specific instructions that the matter be kept 10:47:41AM
4 confidential until he was able to secure the brief from 10:47:44AM
5 the Malaysian landowner and he felt that if information 10:47:47AM
6 had gotten out about this that it may actually jeopardise 10:47:52AM
7 his opportunity to represent the project from the 10:47:56AM
8 landowner. 10:47:58AM
9 So at this stage Mr Woodman was proposing to put a proposal to 10:47:59AM
10 a Malaysian landowner; is that right?---He was proposing 10:48:06AM
11 to put a proposal to the State Government, but he was 10:48:09AM
12 hoping to ensure that he was commissioned by the landowner 10:48:14AM
13 to do that work formally. 10:48:18AM
14 And when was he commissioned to do it formally, do you know? 10:48:19AM
15 Was he ever?---I think that happened some time early 2019. 10:48:24AM
16 Did he tell you?---I believe he told me because after that 10:48:30AM
17 I started to introduce him to the network at the 10:48:39AM
18 university that would be assisting him. 10:48:43AM
19 I'd suggest he didn't put in a proposal even until the end of 10:48:45AM
20 March 2019?---Who? Him or me? 10:48:50AM
21 He. He didn't put in a proposal to the Malaysian landowner 10:48:55AM
22 until around 26 March 2019. Can you understand - is that 10:49:00AM
23 consistent with your understanding of what was going 10:49:09AM
24 on?---Probably. There needed to be a lot of information 10:49:12AM
25 gathering initially for him to be able to crystallise the 10:49:16AM
26 proposal as he wanted. But I understand - - - 10:49:23AM
27 So what you say then is from your understanding Mr Woodman had 10:49:27AM
28 no contract with the Malaysian as at the time that the 10:49:33AM
29 Little River agreement took place in early December of 10:49:39AM

1 2018?---My understanding is that they had discussions but 10:49:44AM
2 nothing formal. 10:49:53AM
3 And yet he has committed to pay you \$600,000. Are you serious 10:49:54AM
4 that he committed to pay you \$600,000 in respect of a 10:50:03AM
5 consultancy he was hoping to get?---No. He didn't pay me 10:50:05AM
6 600,000 and committed to do that. He was paying me a 10:50:11AM
7 consulting fee for certain amounts of work that he 10:50:15AM
8 required me to do to enable him to formalise the proposal 10:50:18AM
9 and it explicitly states in the contract that it could be 10:50:23AM
10 ended at any time or maybe reduced as other consultants 10:50:26AM
11 come on board. So it turned out to be, if it had 10:50:30AM
12 continued for the two years, 600, but in reality it wasn't 10:50:34AM
13 going to be near that. It could have actually been more 10:50:38AM
14 than that had the workload increased. 10:50:41AM
15 Do you know how much he ended up - how much his proposal made 10:50:42AM
16 provision for him getting?---No, I have no idea. He 10:50:49AM
17 didn't discuss those details with me. 10:50:53AM
18 All right. In any event, if I just go back to this 10:50:57AM
19 conversation. We'll move on to the other aspect in a 10:51:01AM
20 minute. You say, 'There's so much hanging on this, it's 10:51:04AM
21 basically my future.' That is, taking over the Berwick 10:51:10AM
22 property; is that the situation?---Yes. 10:51:16AM
23 And that's what Mr Woodman was going to do until that fell 10:51:19AM
24 through?---Him and other private financiers that I had 10:51:24AM
25 approached. 10:51:30AM
26 Yes. And when Mr Woodman and you were - sorry, when Mr Woodman 10:51:31AM
27 was proposing to do this until he pulled the plug after 10:51:39AM
28 The Age article, was it your expectation then or was it 10:51:44AM
29 your state of mind then that your whole future hung on 10:51:50AM

1 that transaction going through?---It hung on my capacity 10:51:54AM
2 to transfer the house to my name because, like I said, 10:52:01AM
3 I needed a place to be able to see my children. 10:52:05AM
4 Then at line 115 there's a conversation about Viagra, and then 10:52:13AM
5 at 115 you say, 'Now, the business development manager 10:52:25AM
6 cover - and you know who I'm referring to - covered the 10:52:31AM
7 January and December lot or just December?' What's the 10:52:37AM
8 'cover' you're talking about?---I think I was referring to 10:52:43AM
9 the bank's business development manager that Wreford was 10:52:47AM
10 interacting with to apply for the loan. 10:52:51AM
11 Sorry, the bank?---Yes, whatever lending institution she was 10:52:57AM
12 going to. I think she was going to something called 10:53:00AM
13 Liberty Financial. 10:53:04AM
14 Yes?---That had a business development manager and I think it 10:53:04AM
15 was a reference to information that I had provided her 10:53:08AM
16 about my financial circumstances for both December and 10:53:12AM
17 January. 10:53:16AM
18 But you talked about 'the business development manager cover', 10:53:17AM
19 which on the face of it is reference to the use of 10:53:22AM
20 business development manager as a cover; you understand 10:53:27AM
21 that?---No, I don't. 10:53:31AM
22 Is that something which applied to the person who was providing 10:53:33AM
23 you finance?---That's your interpretation. 10:53:37AM
24 Well, you see, Mr Aziz, in your contract with Spicers, you know 10:53:41AM
25 what you were calling yourself in the contract, don't 10:53:52AM
26 you?---I wasn't calling myself that. They chose to call 10:53:55AM
27 me that. 10:53:58AM
28 And what was that?---Whatever you presented, which I can't even 10:53:58AM
29 remember because - - - 10:54:02AM

1 Look, you remember, don't you? Come on, try. What were you 10:54:05AM
2 nominated as in the Spicer contract?---Mr Tovey - - - 10:54:10AM
3 Do you remember?---No, but your line of questioning - you're 10:54:16AM
4 not even giving me an opportunity to explain the 10:54:21AM
5 components of the loan that required me to use that 10:54:24AM
6 language. It's assuming - - - 10:54:27AM
7 Mr Aziz, I'm talking to you now about your Spicers 10:54:30AM
8 contract?---Yes. 10:54:37AM
9 Was your Spicers contract a contract which appointed you 10:54:37AM
10 business development manager?---Perhaps. But - - - 10:54:44AM
11 Don't you remember?---Mr Tovey, you presented it to me and on 10:54:50AM
12 that basis I do remember. However, on this occasion she 10:54:56AM
13 had to write a cover letter to her contact at the lending 10:55:01AM
14 institution to explain the entirety of my financial 10:55:06AM
15 circumstances because they were a bit complicated, and 10:55:09AM
16 that's what I was referring to in that conversation. 10:55:12AM
17 What I suggest you're doing there is asking her whether you're 10:55:17AM
18 still going to be using your business development manager 10:55:22AM
19 cover when you start getting payments in December and 10:55:25AM
20 January - or when you're getting payments from Woodman in 10:55:29AM
21 December and January?---Why would I use that if it doesn't 10:55:33AM
22 even exist? 10:55:36AM
23 Well, if you look there to the reference to 'January and 10:55:36AM
24 December lot or just December', clearly that's got nothing 10:55:43AM
25 to do with the mortgage broker. That's your arrangement 10:55:48AM
26 with Mr Woodman. What you're getting in January and 10:55:52AM
27 December 'or just December' is payments from Mr Woodman. 10:55:56AM
28 In fact that's what happened. You got January's payments 10:56:01AM
29 in December. That's what you're talking about?---I am 10:56:04AM

1 talking about the payments in relation to the Little River 10:56:11AM
2 contract, yes. 10:56:14AM
3 But at that stage you're talking about it being a business 10:56:15AM
4 development manager cover. Tell me this. When was it 10:56:18AM
5 that you signed the Little River contract?---I recall the 10:56:23AM
6 formal signing happened around the start of December. 10:56:31AM
7 Well, both Mr Woodman - when you talk about 'the formal 10:56:38AM
8 signing', you're saying that's the date the contract was 10:56:43AM
9 signed, is that right?---Executed, yes. 10:56:50AM
10 The actual date or are you talking about the date on the 10:56:53AM
11 contract?---No, I'm actually talking about the date that 10:56:56AM
12 I signed it on. It was there around about the start of 10:57:00AM
13 December. 10:57:04AM
14 Well, we've got any number of conversations and observations 10:57:05AM
15 which have led both Ms Wreford and Mr Woodman to say that 10:57:16AM
16 that contract was prepared in March and backdated?---No, 10:57:21AM
17 there were versions of it prepared all the way from 10:57:28AM
18 December to March, and the conversations, if you have 10:57:32AM
19 them, will show that any changes they proposed to do to 10:57:36AM
20 the contract were actually further changes to what was 10:57:41AM
21 already agreed. 10:57:44AM
22 Was it the case that you were given a contract in 10:57:47AM
23 March?---I was given a further set of amendments to the 10:57:57AM
24 contract. That never materialised. 10:58:00AM
25 It never materialised?---No, we never went ahead with it 10:58:06AM
26 because there was so much on our plate that we still 10:58:10AM
27 needed to finish under the original contract before we 10:58:13AM
28 embarked on new work. Wreford was talking about things 10:58:17AM
29 like social housing and other pie in the sky projects 10:58:20AM

1 which had not been part of the initial discussion that 10:58:25AM
2 I had with Mr Woodman. I was focused specifically on 10:58:29AM
3 artificial intelligence and Smart Cities and not the 10:58:34AM
4 social aspects of the development. 10:58:41AM
5 Did you in fact sign a contract that was prepared in 10:58:42AM
6 March?---I don't believe so because I think we - - - 10:58:48AM
7 Are you saying you did or you might have or you don't 10:58:52AM
8 know?---I don't recall signing a further contract. I only 10:58:55AM
9 have one copy of the contract that I did actually sign, 10:58:59AM
10 and I know that Mr Woodman was talking about changing that 10:59:02AM
11 contract, varying it in various areas, and in the end once 10:59:07AM
12 again it never transpired. 10:59:11AM
13 So you still have a copy of that contract, do you?---You seized 10:59:13AM
14 it. 10:59:17AM
15 Is that a contract which has as one of its conditions that the 10:59:18AM
16 contract is subject to termination only by mutual 10:59:32AM
17 consent?---I recall that was one of the points of 10:59:41AM
18 contention that we discussed in relation to the contract. 10:59:44AM
19 I notice it's 11 o'clock, Mr Commissioner. Are we going to 10:59:49AM
20 give Mr Aziz his five minutes? 10:59:55AM
21 COMMISSIONER: Yes. Mr Tovey, can you tell me the financial 10:59:57AM
22 records, what do they disclose as to when the last payment 11:00:03AM
23 was made out of the Spicer Thoroughbreds account? 11:00:05AM
24 MR TOVEY: It was 2 November of 2018. 11:00:12AM
25 COMMISSIONER: Yes. Thank you. We'll have a five minute 11:00:16AM
26 break, Mr Aziz, and another one then at 11:00:21AM
27 12 o'clock?---Thank you. 11:00:28AM
28 (Short adjournment.) 11:00:29AM
29 COMMISSIONER: Yes. 11:10:07AM

1 MR TOVEY: Before I take you to the agreement, can I please 11:10:22AM
2 tender that conversation, Mr Commissioner, at tab 76 on 11:10:30AM
3 30 November. 11:10:37AM
4 COMMISSIONER: Exhibit 286. 11:10:38AM
5 #EXHIBIT 286 - Conversation between Mr Aziz and Ms Wreford on 11:10:38AM
6 30/11/18, tab 76. 11:10:38AM
7 COMMISSIONER: Are you moving on from that, Mr Tovey? 11:10:40AM
8 MR TOVEY: I am, sir. 11:10:43AM
9 COMMISSIONER: What does the money that Ms Wreford's got relate 11:10:47AM
10 to, Mr Aziz?---I believe that was the \$2,000 cash 11:10:52AM
11 component that they had agreed would be provided for 11:10:57AM
12 incidentals as part of the overall \$25,000. 11:11:00AM
13 As part of the Little River arrangement?---Yes. 11:11:05AM
14 So the contract is in place and money is being paid pursuant to 11:11:10AM
15 it by this point of time, is it?---The contract had been 11:11:15AM
16 almost finalised and agreements were reached about the 11:11:19AM
17 money that would be paid as part of it and the things that 11:11:22AM
18 I needed to fulfil, yes. 11:11:28AM
19 Was this the first cash payment pursuant no that 11:11:30AM
20 contract?---Yes, it was. 11:11:33AM
21 Yes, Mr Tovey. 11:11:37AM
22 MR TOVEY: You were about to go and be married the following 11:11:43AM
23 weekend; is that right?---I was about to be married two 11:11:46AM
24 days after that conversation. 11:11:49AM
25 How many guests did you have at your wedding?---Look, I can't 11:11:52AM
26 remember the number, but there would have been just under 11:12:06AM
27 300 perhaps. 11:12:09AM
28 And I think you told us the other day that, what, every guest 11:12:12AM
29 would give you \$100 or \$200; is that the way it 11:12:20AM

1 worked?---Some guests gave more than that. We had a 11:12:25AM
2 wishing well people tend to do at weddings. 11:12:29AM
3 Did you have any people at your wedding who you knew also did 11:12:33AM
4 business with Casey Council?---There may have been 11:12:39AM
5 people - there had to have been because some of those 11:12:49AM
6 people became friends. 11:12:52AM
7 Yes?---As I got to know them. 11:12:55AM
8 Was Mr Nehme there?---He was invited, but I don't believe he 11:12:58AM
9 attended. 11:13:03AM
10 Were there any other people who had either development or 11:13:05AM
11 contractual arrangements or zoning or planning issues with 11:13:11AM
12 Casey Council who were there? Was Megan Schutz 11:13:19AM
13 there?---No, she wasn't. 11:13:25AM
14 John Woodman there?---No, he wasn't. 11:13:26AM
15 Any other people? Who was your best man?---I didn't have a 11:13:28AM
16 best man. 11:13:40AM
17 Well, who was it then in your culture filled the role that we 11:13:41AM
18 see as best man?---Nobody did. I had - my wife had a 11:13:47AM
19 witness to the marriage agreement that we signed at church 11:13:54AM
20 and I had a witness and that was the extent of it. We 11:13:57AM
21 didn't have a bridal party so to speak. 11:14:00AM
22 Did you have as a guest Michael Filippou?---I can't recall, but 11:14:04AM
23 I'm not sure. I don't think so. 11:14:21AM
24 What about Joseph Ghaly, G-h-a-l-y?---Yes, he was a guest from 11:14:23AM
25 my recollection. 11:14:33AM
26 And what was your association with him?---He provided me with 11:14:36AM
27 career coaching. He was a career coach and he had 11:14:44AM
28 provided me in the past with career coaching as part of 11:14:49AM
29 what he does. 11:14:54AM

1 And was that your only association with him?---I have known 11:14:57AM
2 Mr Ghaly for over 30 years and I certainly knew his late 11:15:09AM
3 father whom I spent some time with when I was living and 11:15:14AM
4 working in Canberra, because he was a Canberra resident, 11:15:19AM
5 and he actually came to me and introduced himself and also 11:15:24AM
6 introduced me to a friend of his whose name escapes me, 11:15:29AM
7 but he was a former minister in the Kennett government and 11:15:35AM
8 someone who now does personal development, personal 11:15:40AM
9 inspiration type - sorry, I think his name was Victor 11:15:46AM
10 Perton. I think he was also the Victorian trade 11:15:52AM
11 commissioner to another nation at one stage. 11:15:59AM
12 Did Mr Ghaly introduce you to Michael Filippou?---No. I became 11:16:03AM
13 a member of the - of a directors association, and that 11:16:11AM
14 directors association was introducing me to a whole heap 11:16:18AM
15 of people. Mr Ghaly was I believe involved in that 11:16:23AM
16 organisation as well. So it's like a company directors 11:16:28AM
17 association. 11:16:34AM
18 What about a planner by the name of Mr Radisich. Did he come 11:16:35AM
19 to your wedding?---Sorry, what was the name, Mr Tovey? 11:16:44AM
20 Radisich?---I don't recall, sorry. 11:16:47AM
21 What about Mr Kostic? You know Kostic Boulevard. Mr Kostic 11:16:52AM
22 was somebody who was interested in developments around 11:17:00AM
23 that area. Did he come to your wedding or was he invited 11:17:02AM
24 to your wedding?---I don't recall specifically, but he may 11:17:07AM
25 have been. 11:17:13AM
26 How much cash did you end up getting at your wedding?---We 11:17:15AM
27 actually received gifts before and after the wedding. 11:17:25AM
28 I just want to know how much did you receive before and at the 11:17:30AM
29 wedding?---We could have received in excess of \$50,000. 11:17:36AM

1 In cash?---Yes. 11:17:44AM

2 And what did you do with it?---We used parts of it to pay for 11:17:47AM

3 the wedding expenses and whatever was left over I believe 11:17:54AM

4 my wife and I made a deposit after - the day after or two 11:18:00AM

5 days after the wedding. 11:18:06AM

6 And how much was that?---I can't recall specifically, but it 11:18:08AM

7 would have been in the vicinity of maybe between 20 to 11:18:19AM

8 \$30,000. 11:18:24AM

9 If I was to suggest to you that on the Monday following your 11:18:27AM

10 wedding you deposited \$24,950 into your Westpac account, 11:18:32AM

11 would you disagree with that?---No, that's probably true. 11:18:43AM

12 And Mr Woodman says that he gave you 30,000 - sorry, he gave 11:18:51AM

13 you \$25,000 cash, plus another payment of \$23,000 in early 11:18:59AM

14 December. Do you disagree with that?---Yes. I don't 11:19:09AM

15 recall Mr Woodman giving me any cash whatsoever apart from 11:19:13AM

16 the \$2,000 that was part of what was agreed upon. He did 11:19:18AM

17 not give me \$25,000 cash before my wedding. 11:19:22AM

18 You do agree, though, that your monthly total reimbursement - 11:19:25AM

19 sorry, the total you were being paid monthly pursuant to 11:19:35AM

20 the so-called Little River agreement was \$25,000?---Yes, 11:19:40AM

21 that's - - - 11:19:47AM

22 And on the other hand you'd say it's only coincidental that 11:19:48AM

23 \$24,950 is paid into your bank by you on that Monday, 11:19:57AM

24 3 December? 11:20:02AM

25 MR RUBENSTEIN: I object to that. He's given evidence as to 11:20:04AM

26 the source of those funds. I wouldn't say it's 11:20:07AM

27 coincidental at all. 11:20:13AM

28 MR TOVEY: I don't understand the objection, Mr Commissioner. 11:20:15AM

29 COMMISSIONER: I'm sorry, what's the point, Mr Rubenstein? 11:20:19AM

1 MR RUBENSTEIN: My learned friend posed the question whether or 11:20:28AM
2 not Mr Aziz says it was only coincidental as to the 11:20:31AM
3 payment of the 24,950. Mr Aziz has spent considerable 11:20:35AM
4 time giving evidence as to the source of those funds. 11:20:40AM
5 COMMISSIONER: Mr Tovey? 11:20:45AM
6 MR TOVEY: Yes. So do you say it's coincidental - - - 11:20:47AM
7 COMMISSIONER: No, no, can you deal with Mr Rubenstein's 11:20:52AM
8 objection? 11:20:55AM
9 MR TOVEY: Well, in my submission the question is a perfectly 11:20:56AM
10 legitimate one. I'm seeking to have the witness comment 11:21:01AM
11 on the fact that Mr Woodman is allegedly part of an 11:21:06AM
12 arrangement whereby Mr Aziz is getting \$25,000 a month and 11:21:13AM
13 here he is paying in 24,950, which is a startlingly 11:21:17AM
14 similar amount. 11:21:23AM
15 COMMISSIONER: Yes, but Mr Rubenstein's point is that you've 11:21:24AM
16 just elicited from Mr Aziz that he got certain cash at his 11:21:28AM
17 wedding and paid that into the account. I think his point 11:21:34AM
18 is that if that's the explanation for the source of cash, 11:21:38AM
19 then it's not cash that came from Mr Woodman. 11:21:42AM
20 MR TOVEY: That's true. I'm simply seeking to have the witness 11:21:45AM
21 comment on the fact that, even though he says the cash 11:21:53AM
22 came from his wedding, it bears a significant correlation 11:21:56AM
23 to what Mr Woodman says he was paying him and indeed what 11:22:01AM
24 Mr Woodman said he paid him, and that was \$25,000 cash. 11:22:04AM
25 COMMISSIONER: Did Mr Woodman say he paid that to him at the 11:22:11AM
26 time of the wedding? 11:22:14AM
27 MR TOVEY: Yes. 11:22:16AM
28 COMMISSIONER: So what's being put to you, Mr Aziz, is that 11:22:21AM
29 that amount, whether it was cash that came from the 11:22:24AM

1 wedding or otherwise, was in almost entirely the payment 11:22:27AM
2 of cash by Mr Woodman?---Commissioner, on 1 December 11:22:34AM
3 Mr Woodman deposited \$23,000 cash into my Macquarie Bank 11:22:38AM
4 account as part of the Little River contract. That was 11:22:43AM
5 the first payment, and I received from Ms Wreford \$2,000 11:22:47AM
6 in cash. There was another payment due on 1 January, 11:22:51AM
7 which I understand due to the timing Mr Woodman made early 11:22:55AM
8 in late December, and that was again deposited into my 11:23:00AM
9 Macquarie account, because at that time I didn't have the 11:23:06AM
10 Bluestone mortgage set up. In the meantime I got married 11:23:08AM
11 and in our culture people do give presents even when they 11:23:12AM
12 don't attend the wedding or can't attend the wedding. So 11:23:17AM
13 there would have been a lot of cash that was collected at 11:23:21AM
14 the wedding and before the wedding. My wife and 11:23:24AM
15 I started, believe it or not, Commissioner, with a guest 11:23:28AM
16 list of about 1,000, but we actually reduced it to about 11:23:32AM
17 450 people that were invited and under 300, just under 300 11:23:36AM
18 turned up. So, on the day after my wedding, close to the 11:23:41AM
19 RACV Club where my wife and I were staying, at a bank 11:23:47AM
20 branch there we deposited the money that we got from 11:23:53AM
21 the wedding because we were about to embark on our 11:23:56AM
22 honeymoon and I didn't want to be carrying that much cash 11:23:59AM
23 with me. 11:24:02AM

24 Yes, Mr Tovey. 11:24:05AM

25 MR TOVEY: Mr Woodman went on through to 1 October of 2019 11:24:06AM
26 paying to your benefit \$2,000 cash a month plus \$23,000 by 11:24:16AM
27 EFT; is that your understanding?---Yes. 11:24:22AM

28 Each of those payments were listed in Mr Woodman's accounts as 11:24:25AM
29 payments to [REDACTED] Did you know anybody by the 11:24:33AM

1 name of [REDACTED]?---Yes, I did, and he was one of the people 11:24:42AM
2 that I approached for private finance, again during that 11:24:45AM
3 December period, and I gave Ms Wreford instructions at 11:24:50AM
4 that time that if it was going to be a loan through him, 11:24:57AM
5 that the payments would be identified in my account as 11:25:04AM
6 going to him. However, that loan didn't materialise and 11:25:06AM
7 I actually gave Ms Wreford other instructions about 11:25:11AM
8 the reference to be included and those instructions were 11:25:14AM
9 not followed. But whatever the reference was, it doesn't 11:25:16AM
10 negate the fact that the payments came from Woodman's 11:25:21AM
11 account directly into my account. I wasn't attempting to 11:25:24AM
12 conceal anything. 11:25:27AM
13 Let me just follow that. The first payment went directly into 11:25:30AM
14 your account, didn't it? That was in December. After 11:25:36AM
15 that did it go directly into one of your bank accounts or 11:25:39AM
16 did it go to Bluestone?---No, it didn't go to Bluestone 11:25:43AM
17 until the mortgage actually started some time in February. 11:25:48AM
18 Yes?---And so I think after that the first payment that went to 11:25:55AM
19 Bluestone happened in March when the March payment was 11:25:59AM
20 due. But up until that time it went to a different bank 11:26:02AM
21 account which is like the normal savings account that 11:26:05AM
22 I have. 11:26:08AM
23 And wasn't it the situation that Mr Woodman was concerned that 11:26:09AM
24 he didn't want payments going to somewhere that could be 11:26:12AM
25 traced to you and you then reported that you'd come up 11:26:16AM
26 with a solution to his problem and that would be that the 11:26:22AM
27 payments went directly to Bluestone rather than to 11:26:27AM
28 you?---But Bluestone is a mortgage in my name. 11:26:33AM
29 Yes, but the accounts didn't - the moneys were paid to a 11:26:36AM

1 company called Bluestone, were they not?---But for a 11:26:43AM
2 mortgage - - - 11:26:47AM
3 Not to a bank account, not to a Sam Aziz bank account, but to 11:26:48AM
4 an account in a company called Bluestone?---No, to the Sam 11:26:54AM
5 Aziz mortgage provided by Bluestone. 11:27:00AM
6 Yes?---Not into - it was like paying a mortgage that I had 11:27:03AM
7 taken out with Westpac or the ANZ or whatever bank. The 11:27:08AM
8 mortgage was in my name. That's where the money was 11:27:12AM
9 going. There was no attempt to conceal anything. 11:27:15AM
10 And did the first couple of payments go to [REDACTED] 11:27:17AM
11 [REDACTED]---No, they went into my account on the 11:27:22AM
12 anticipation that he was one of the people that I may have 11:27:26AM
13 taken a private loan with ahead of Bluestone. But again 11:27:29AM
14 that did not materialise. I had great difficulty securing 11:27:34AM
15 private finance. 11:27:41AM
16 So if the payments to you in Watsons' accounts were always 11:27:42AM
17 listed as payments to [REDACTED], you say that's just - that's 11:27:50AM
18 not something you knew about or wanted to happen?---No, 11:27:55AM
19 that's something that I had initially given instructions 11:27:58AM
20 about on the basis or the anticipation that I might be 11:28:01AM
21 able to secure private finance through that person, and 11:28:04AM
22 when that didn't happen I gave a separate description to 11:28:08AM
23 Wreford to convey to Woodman in relation to those 11:28:14AM
24 payments, and that advice wasn't followed either. So, 11:28:18AM
25 when I couldn't secure the second loan to buy an 11:28:23AM
26 investment property, and I think I've made statements 11:28:26AM
27 before that I wanted that house to see my children because 11:28:30AM
28 I was living 75 kilometres away from them, so I wanted to 11:28:33AM
29 identify the payments in the name of my children as it was 11:28:38AM

1 going into the mortgage for the house that I had acquired 11:28:41AM
2 for them, which was in Berwick. 11:28:45AM
3 Before I move on, Mr Commissioner, you asked a question about 11:28:49AM
4 whether the \$23,000 according to Woodman was at the time 11:28:55AM
5 of the wedding. What he described was at the time of the 11:28:58AM
6 wedding, but he didn't relate it to the wedding. 11:29:05AM
7 COMMISSIONER: Yes, thank you. 11:29:08AM
8 MR TOVEY: I gauged from what you asked Mr Aziz that you might 11:29:10AM
9 have misunderstood what I was trying to convey. All 11:29:15AM
10 right. Then you get to the Little River agreement. Can 11:29:19AM
11 you indicate to me what became of that project, the Little 11:29:30AM
12 River project? Did it proceed?---I understand that it 11:29:42AM
13 didn't upon the publicity surrounding the commencement of 11:29:49AM
14 IBAC's public hearings. I read somewhere in the media 11:29:53AM
15 that Mr Woodman had lost his commission for that project 11:29:57AM
16 because of the IBAC hearings. 11:30:04AM
17 At that stage when had you last done any work in respect of 11:30:09AM
18 it?---I continued to do work even upon travelling 11:30:15AM
19 overseas. There was always constant research, constant 11:30:20AM
20 writing of papers. 11:30:23AM
21 And were those papers specifically related to that project or 11:30:25AM
22 were they papers which related generally to artificial 11:30:29AM
23 intelligence and matters relating to Smart 11:30:33AM
24 Cities?---Everything you have described because they were 11:30:38AM
25 related and interrelated concepts. So - - - 11:30:42AM
26 You understand what I'm asking. I'm simply asking you did any 11:30:48AM
27 of these papers relate specifically to the Little River 11:30:53AM
28 project, that is by referring to issues which arose, 11:30:58AM
29 planning issues which arose specifically in respect of 11:31:03AM

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that project?---Yes. There was a rolling brief that I was working on that was being contributed to from all the research that I was doing and it was focused on Little River. However, my concern - I want to make this very clear - wasn't so much the planning issues, but the design of what a city would look like, to then inform a town planning consultant of how to develop the development application.

So what was it then that your interest in Smart Cities or in artificial intelligence, how would that impact on something like the Little River development, can you tell me?---Yes. It was about how artificial intelligence and smart city concept can underpin what a future city like this would look like and how it can actually be implemented, and that was very similar to work, extensive work, that I had pioneered and commenced for the City of Casey and there were concepts that were being trialled there that I had actually suggested should be commenced, and we were studying the whole thing because it is very, very new science in Australia and the world, and so I was trying to develop what would work from introducing artificial intelligence in the running and dynamics of a brand new greenfield city.

What specifically did you write about that related directly to the Little River project? What recommendations did you end up making specifically relating to the Little River project?---We didn't reach the recommendation stage because we were canvassing options for the first year both for the project and also for the implementation or design

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11:32:45AM
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1 of the PhD that would then develop the full blueprint for 11:33:26AM
2 the project from an artificial intelligence and Smart 11:33:30AM
3 Cities perspective. 11:33:34AM
4 When you gave evidence in private session last October you 11:33:34AM
5 indicated that pursuant to the contract your contribution 11:33:38AM
6 had been to provide a 40 page document. Do you recall 11:33:43AM
7 speaking about that?---Yes, I - - - 11:33:49AM
8 And that was the only document that you had provided to 11:33:54AM
9 Mr Woodman?---No. There were many feeder documents into 11:34:01AM
10 that document which was basically almost a year's long of 11:34:09AM
11 research and canvassing literature that could inform some 11:34:17AM
12 sort of design model or design concept and - - - 11:34:22AM
13 Sorry, did any of that make any specific reference to some 11:34:27AM
14 issue that related to specifically the design of Little 11:34:36AM
15 River?---Many issues. 11:34:43AM
16 But did the document relate to some plan that was extant in 11:34:46AM
17 respect of what was proposed in relation to Little River 11:34:55AM
18 or was it simply concepts which were capable of being 11:34:58AM
19 applied?---Concepts, because it was too early for a plan. 11:35:02AM
20 So there was never a plan that you saw?---There couldn't be 11:35:07AM
21 because it was a multi-disciplinary effort, not just 11:35:13AM
22 reliant on my work, but a whole heap of other consultants, 11:35:16AM
23 including those that I introduced Mr Woodman to from the 11:35:20AM
24 university. 11:35:23AM
25 COMMISSIONER: So the answer was no?---No, it was impossible to 11:35:24AM
26 do that in the timeframe from since it was started. 11:35:28AM
27 MR TOVEY: Was it you or Global Business Advisory who 11:35:41AM
28 contracted with Mr Woodman?---I think initially the 11:35:45AM
29 contract was signed in my name, but at the time I was a 11:35:51AM

1 director of Global Business Advisory and I was getting 11:35:57AM
2 advice from my accountant as to the most efficient 11:36:01AM
3 situation in relation to my taxation. 11:36:06AM
4 Was the Little River project a greenfields project? Did it 11:36:10AM
5 involve building up infrastructure and properties from a 11:36:21AM
6 brand new site?---Yes, it was. 11:36:29AM
7 And what was the size of it?---I can't recall specifically, but 11:36:32AM
8 it was I think going to provide between 3,000 to 4,000 11:36:41AM
9 lots - - - 11:36:46AM
10 Did it involve transport?---Yes, it did. 11:36:47AM
11 And what sort of transport was being proposed?---Various modes 11:36:51AM
12 of transport, including at one stage we considered 11:36:56AM
13 monorail to link up the various parts of that city, as 11:37:01AM
14 well as other concepts. We even thought about Uber and 11:37:06AM
15 the flight service that they were contemplating providing 11:37:15AM
16 instead of the normal car ride. It involved energy, the 11:37:19AM
17 consideration of how to provide self-sustaining energy 11:37:24AM
18 systems to the city. It involved information exchange 11:37:29AM
19 between residents through the use of smart apps. There's 11:37:34AM
20 a whole heap of stuff that was under consideration and was 11:37:38AM
21 expected to be developed to feed into the development 11:37:44AM
22 application. 11:37:45AM
23 All right. So when it came to your agreement, other than the 11:37:46AM
24 40-page document that you have alluded to previously, do 11:38:01AM
25 you say that there were more documents in fact and it was 11:38:05AM
26 more than 40 pages that you provided to Mr Woodman 11:38:08AM
27 pursuant to the contract?---Yes, I wrote papers, I wrote 11:38:13AM
28 university courses, I wrote discussion papers that would 11:38:19AM
29 all feed into this initial concept and also the PhD. 11:38:23AM

1 No, but I'm talking about specifically addressing problems 11:38:29AM
2 which related specifically to and only to Little 11:38:36AM
3 River?---Yes. I don't have to mention Little River by 11:38:40AM
4 name because this related to any greenfield site or the 11:38:43AM
5 commencement of a city from scratch. 11:38:48AM
6 So can you remember ever submitting any document to Mr Woodman 11:38:54AM
7 which - well, you say there never was any plan, so it 11:39:01AM
8 wasn't at the stage where you could actually work from a 11:39:07AM
9 plan to try and assess what types of applications you 11:39:12AM
10 might be able to suggest?---We were creating the plan, not 11:39:18AM
11 following one. 11:39:23AM
12 Did you ever have a plan of the Little River project - sorry, 11:39:32AM
13 of the Little River area itself or - - -?---Yes, I was 11:39:35AM
14 shown that information on several occasions from 11:39:39AM
15 Mr Woodman, and when I had a meeting with Mr Woodman and 11:39:43AM
16 one of the key personnel from the university. So I saw 11:39:47AM
17 the plan in terms of the location of the site, what was 11:39:52AM
18 around it and what was possible. 11:39:57AM
19 And did you ever attend the site?---No, it wasn't necessary for 11:39:59AM
20 me at that stage to attend the site because, like 11:40:04AM
21 I discussed with you, we were talking about concepts. 11:40:08AM
22 Did you ever attend any meetings with the person who was 11:40:11AM
23 Mr Woodman's client?---No. That person was kept at arm's 11:40:22AM
24 length from all of us working as consultants on the 11:40:28AM
25 project and it wasn't my place to ask to meet him because 11:40:32AM
26 I was getting all the information I required from 11:40:36AM
27 Mr Woodman directly. 11:40:40AM
28 Did you liaise with any other consultants on the 11:40:41AM
29 project?---Yes. I liaised with many parties, the majority 11:40:45AM

1 of which were academics at Southern Cross University. 11:40:50AM
2 Were any of those people employed as consultants on the 11:40:58AM
3 project?---I believe one of them was, and one of them 11:41:04AM
4 travelled to New York at Mr Woodman's expense to attend a 11:41:09AM
5 Smart Cities symposium and bring back the outcomes from 11:41:17AM
6 that symposium to fit into the project. 11:41:24AM
7 Who was that person?---Dr Jeremy Novak. 11:41:26AM
8 Was he paid by you?---No, because he was doing different work 11:41:34AM
9 for Mr Woodman. I don't know what arrangements were 11:41:41AM
10 between him and Mr Woodman. But I - - - 11:41:44AM
11 What was the name of the person or entity for whom the work was 11:41:48AM
12 being done?---Watsons Pty Ltd. 11:41:51AM
13 But who was the owner of the land? Who was the person or 11:41:57AM
14 entity who was paying for the project?---Like I said, 11:42:05AM
15 Mr Tovey, Mr Woodman was very, very hesitant to release 11:42:10AM
16 those details to any of us and it wasn't really important 11:42:13AM
17 for me who was the owner; what was important for me was to 11:42:19AM
18 deliver on what I had been tasked to do. 11:42:23AM
19 So in any event your work, as you've told us, was going to be 11:42:26AM
20 on the concepts and preparing reports; is that a fair 11:42:31AM
21 assessment?---Many concepts. 11:42:35AM
22 Were you involved in any interfaces with politicians, whether 11:42:37AM
23 they be councillors or whether they be State 11:42:43AM
24 politicians?---Not at that stage, but I was expected to. 11:42:49AM
25 So did you attend monthly meetings with Mr Woodman?---Sometimes 11:42:54AM
26 they occurred more frequently than monthly, and 11:43:08AM
27 I certainly attended meetings with Wreford in relation to 11:43:11AM
28 the project and she would report the latest outcomes from 11:43:15AM
29 the work that we were doing to Woodman. But I also 11:43:20AM

1 attended many meetings with Woodman. 11:43:24AM

2 So on how many occasions would you have met with Mr Woodman on 11:43:26AM

3 these monthly meetings? Every month from October, 11:43:33AM

4 November of 2018?---I wouldn't say every month because he 11:43:38AM

5 used to travel a lot. But I would say at least I met with 11:43:41AM

6 him on half a dozen occasions, particularly in relation to 11:43:45AM

7 Little River, after the contract was executed. 11:43:48AM

8 Are you sure about that?---To the best of my recollection, yes. 11:43:55AM

9 All right. You see, Mr Woodman when he gave evidence initially 11:44:03AM

10 was of the view that he'd only ever met you a few times 11:44:10AM

11 ever, but that clearly wasn't the case, was it?---No, it 11:44:13AM

12 wasn't the case. In fact, one of the meetings that 11:44:16AM

13 I refer to occurred at his office in St Kilda Road, and 11:44:19AM

14 that's when I took Dr Jeremy Novak and introduced him to 11:44:22AM

15 Woodman for the first time. 11:44:26AM

16 But you yourself had known Woodman for many years going back to 11:44:28AM

17 around the period of 2010, hadn't you?---I saw him for the 11:44:38AM

18 first time ever in 2010 at a fundraiser. I had 11:44:44AM

19 discussions with him in 2013 or 14 in relation to 11:44:48AM

20 Cranbourne West, but they were very, very minor 11:44:56AM

21 discussions, if I can put them that way, and then - - - 11:45:01AM

22 Before that wasn't it the case that you had discussed various 11:45:05AM

23 projects that Mr Woodman had been involved in in your area 11:45:10AM

24 with him?---Before 2014? 11:45:17AM

25 Yes?---No. 11:45:20AM

26 Is that something you're absolutely sure of?---Yes, to the best 11:45:26AM

27 of my recollection the only thing I discussed with Woodman 11:45:30AM

28 between those four years was Cranbourne West and even at 11:45:35AM

29 that time I wasn't sure what the extent of his involvement 11:45:40AM

1 was. 11:45:43AM

2 Were you interviewed by the Ombudsman's office in 2014?---Yes, 11:45:43AM

3 I was. 11:45:52AM

4 And I suggest that when you were interviewed a transcript was 11:45:52AM

5 made of that interview and in the course of that interview 11:45:55AM

6 you said that you'd known Woodman for some years and that 11:45:57AM

7 over the years you'd discussed with him various projects 11:46:01AM

8 that he was involved in in your area. Now, did you say 11:46:05AM

9 that?---I don't recall the Ombudsman's interview - - - 11:46:09AM

10 All right. We'll go back to it some time later. Anyway, 11:46:14AM

11 sticking with where we are, the arrangement that 11:46:18AM

12 Mr Woodman had with the contractor - sorry, with the owner 11:46:33AM

13 of the land, the person who was commissioning the work, 11:46:39AM

14 you've told us you had no idea who that person was. 11:46:43AM

15 I think you've already said, to be fair to you, you 11:46:47AM

16 thought it was somebody Malaysian; is that right?---That's 11:46:50AM

17 what Mr Woodman indicated. There may have been the name 11:46:53AM

18 of a company mentioned to me, but I didn't recall that 11:46:57AM

19 name or I don't recall it. And, like I said to you, it 11:47:00AM

20 wasn't important for me to get to know that. I think 11:47:03AM

21 Mr Woodman had planned for me to be introduced at some 11:47:06AM

22 point to that person, but again it was far too early in 11:47:09AM

23 the project for any of those things to occur. What we 11:47:12AM

24 needed to focus on was finalise our concepts. 11:47:15AM

25 Could you please have a look at document 4234. This is a copy 11:47:23AM

26 of the so-called Little River contract which was found at 11:47:37AM

27 Woodman's office which matches exactly the one 11:47:40AM

28 found - where was it, on your computer? Yes, on your 11:47:49AM

29 computer. Sorry, the hard copy found at your home. 11:47:52AM

1 I apologise. So, the hard copy found at your home is the 11:48:02AM
2 same as this. Just have a look through that. If we just 11:48:11AM
3 scroll through right to the end, thank you. If you want 11:48:30AM
4 us to stop at any stage, please say so, Mr Aziz. 11:48:33AM
5 COMMISSIONER: Is this an exhibit, Mr Tovey? 11:48:50AM
6 MR TOVEY: No, it's not, sir. 11:48:52AM
7 WITNESS: Can we stop there at number 4? The original price 11:48:55AM
8 agreed with Woodman was going to be far in excess of 11:49:02AM
9 25,000 because it was based on the workload and the 11:49:06AM
10 certain hourly rate. It ended up being negotiated down to 11:49:11AM
11 25,000 and it says there excluding GST. But the payments 11:49:15AM
12 that were actually made to me were 25,000 inclusive of 11:49:20AM
13 GST, because I did not get any other monthly monetary 11:49:25AM
14 amounts from Mr Woodman. So 23,000 into my account, 11:49:29AM
15 \$2,000 in cash for incidentals, but there was no 11:49:34AM
16 additional 2,500 to account for the GST, so I had to pay 11:49:38AM
17 for the GST out of that 25,000. So that's the one error 11:49:43AM
18 that I need to point out in relation to number 4. 11:49:49AM
19 MR TOVEY: Could we keep on scrolling. Could we scroll on, 11:49:53AM
20 please. Stop there. That's an agreement signed on 11:50:35AM
21 28 November 2018; is that right?---To the best of my 11:50:41AM
22 recollection. 11:50:47AM
23 That's the agreement that was found at your house. Is there 11:50:49AM
24 some other agreement?---No. I recall signing this one. 11:50:55AM
25 You say that agreement was signed actually on 28 November, do 11:51:03AM
26 you?---I actually don't recall that. I think we may have 11:51:09AM
27 signed it ahead of the first payment and that's why in my 11:51:14AM
28 discussions with Wreford on the 30th she spoke to me about 11:51:21AM
29 the cash component that was due and payable to me now that 11:51:24AM

1 the contract had been agreed. But the commencement date 11:51:28AM
2 was supposed to be 1 December, not 28 November. 11:51:32AM
3 In any event, it was signed before 1 December?---It appears so, 11:51:37AM
4 yes. 11:51:51AM
5 I'm not asking you how it appears. I'm asking you did you sign 11:51:51AM
6 it before 1 December, yes or no, or was it signed at some 11:51:55AM
7 later point?---I'm not surprised that it was signed then, 11:52:00AM
8 so it's probably signed on 28 November. 11:52:05AM
9 Was it signed before you got your first payment?---From my 11:52:09AM
10 recollection, yes. 11:52:17AM
11 Well, was it or wasn't it? It's not from your recollection. 11:52:18AM
12 Either you remember having a contract then or you don't. 11:52:23AM
13 I thought you'd already given evidence about 11:52:26AM
14 this?---I remember having a contract. 11:52:28AM
15 And that was that contract you've told us?---There was a 11:52:30AM
16 previous version, but - - - 11:52:35AM
17 And where was that?---It was negotiated throughout November. 11:52:38AM
18 But I think the final version is what appears on the 11:52:45AM
19 screen now, which I signed just before the commencement. 11:52:48AM
20 Well, let me tell you, Mr Aziz, it's absolutely clear that that 11:52:52AM
21 document, from all the information that we have, that 11:52:58AM
22 document was prepared and amended and presented to you in 11:53:02AM
23 March of the following year. Now, what do you say about 11:53:06AM
24 that?---I would say that there were amendments proposed 11:53:12AM
25 from January all the way through to March, but those 11:53:16AM
26 amendments never made it into a further iteration of this 11:53:21AM
27 document. I think everything, all the content, eventually 11:53:24AM
28 gravitated to the original version and I would be very, 11:53:32AM
29 very surprised if that wasn't the case because everything 11:53:37AM

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that happened with Woodman was subject to change,
everything that happened in my life was subject to change
all the time because of the amount of events in my life.
So we do discuss a lot of things, but we don't follow
through with anything because circumstances change.

COMMISSIONER: Mr Aziz, the point that counsel is seeking to
get your answer on is whether or not you accept that you
didn't in fact sign this contract until March?---I don't
recall that to be the case, Commissioner. I may have
signed another iteration in March. But the original
document as dated stood, and Mr Woodman never discussed
with me anything about a new agreement. His discussion
was about possible amendments to the existing agreement
given some developments that were happening between him
and the landowner and other discussions he was having with
other consultants.

MR TOVEY: Mr Aziz, I don't have time to go through with you
every detail, but let me just tell you that it is
objectively undeniable that this document was in
fact - that is, the document signed by you with the date
28 November was in fact created in March of 2019. I just
ask you to accept that. Do you accept that as a
possible - now, from your recollection is that a
possibility, that you've signed a document bearing the
date 28 November 18 which was in fact prepared in March
the following year?

COMMISSIONER: Mr Tovey, you need to rephrase that question.

MR TOVEY: Yes, I will rephrase it. Is it possible from your
recollection that you signed as being 28 November 2018 a

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signature which was actually taking place some time in
March of 2019, and in fact I suggest to you it was at a
meeting with Ms Wreford on or about 20 March 19 that you
signed that document?---To the best of my recollection,
I don't accept that. I accept that a document was signed
in late November, early December, and there may have been
another iteration following some changes signed in March.
But that doesn't cancel the fact that the original
document was signed before the commencement of the first
payment.

Is there any reason to your knowledge why in March of 2019 John
Woodman and his secretary would be discussing that the
preparation of this document, which wasn't in fact created
until March, that that document should not be kept in any
electronic form, that it had to be deleted from their
system and that the only copy should be a hard copy which
was kept? Is that something that you ever discussed with
Mr Woodman, that there would be no electronic copy ever
kept?---No, and can I offer to say that if they had that
discussion that would have been totally idiotic because
the relationship is proven by the payments that were made
directly from Woodman to me. Now, even in the instance of
hard copy, I would keep a hard copy anyway because that's
a record of an arrangement that I have that I rely upon.
The only communication that I recall is communication that
I think I have seen on WhatsApp messaging where Woodman in
March talks about a revamped agreement. Now, if he's
talking about a revamped agreement, I can only conclude
that that's because an agreement already exists and he's

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looking to amend it.

If you're familiar with what's come out already, you'd be familiar, Mr Aziz, with the fact that from some time late February, early March, a document was being prepared and various versions of it were being revamped until you signed it at the end of March. That was the situation, wasn't it?---It was a situation that amendments were being proposed and I may have signed again in March. But I don't believe that those changes departed in any significance from the original agreement.

Could we just, please, scroll up on this agreement. Stop it there, please. There are telephone intercepts and/or text messages in respect of what became paragraph 9 of that agreement and that is a requirement by you in March, which was then being discussed as an amendment to what had previously been put together, that there was a requirement by you at that stage that the agreement should be terminated only by mutual consent. Is that a requirement which you sought to have included in March?---I recall asking for that because a previous version had the termination clause only one way and I wasn't comfortable with that.

Now that you admit that, you must then agree that if in March you were discussing that particular termination by mutual consent clause and that became part of the agreement, it can't have been signed, can it, on 28 November, if the term of it had been negotiated in March as you've just told us?---Mr Tovey, it is highly possible that an agreement was signed in late November and I recall that

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12:00:25PM
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12:00:36PM
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12:01:01PM

1 happening. It's also possible that, to reflect the 12:01:04PM
2 commencement date of the contractual arrangement, that 12:01:09PM
3 whatever was discussed in March may have been backdated. 12:01:13PM
4 I can't recall specifically. I didn't focus too much on 12:01:17PM
5 those details because I had a whole heap of work that 12:01:22PM
6 I - - - 12:01:26PM
7 We've now turned the full circle from you denying any 12:01:27PM
8 possibility that there was a backdated agreement to now 12:01:30PM
9 saying you think there may well have been; is that the 12:01:33PM
10 situation?---No, it's not. I'm suggesting it could have 12:01:36PM
11 been, but I don't recall specifically what happened. I do 12:01:39PM
12 recall that an agreement was certainly signed before 12:01:42PM
13 commencement and there were minor changes being 12:01:45PM
14 contemplated, and I recall Woodman referring to a revamped 12:01:48PM
15 agreement rather than a new agreement, and that's exactly 12:01:53PM
16 what was put to me, and I can't recall what I agreed to 12:01:57PM
17 and what I didn't agree to. I do recall this clause about 12:02:03PM
18 termination needing to be mutual. But I have done it in 12:02:05PM
19 other situations where changes were made and commercial 12:02:13PM
20 contractual agreements were backdated to reflect their 12:02:21PM
21 commencement. Nothing to do with the City of Casey, but 12:02:24PM
22 in my private life that has happened on a couple of 12:02:27PM
23 occasions. 12:02:30PM
24 COMMISSIONER: Mr Aziz, who was present and where was the 12:02:32PM
25 agreement of late November signed?---I believe both 12:02:35PM
26 Wreford and Woodman were present. 12:02:43PM
27 Sorry, you have a recollection of this, you're now saying? I'm 12:02:48PM
28 not sure if you've always maintained that, but your 12:02:52PM
29 present evidence is you actually have a recollection of it 12:02:55PM

1 being signed in late November. Who was present and where 12:02:58PM
2 was it signed?---I recall that we met at a restaurant 12:03:03PM
3 close by, or a cafe, rather, close by to Woodman's office, 12:03:13PM
4 maybe downstairs from his office in St Kilda Road. 12:03:17PM
5 I recall in the discussions both Woodman and Wreford were 12:03:28PM
6 present, but at the time of signing I think it was a very 12:03:34PM
7 mechanical thing. So I can't recall - I think Woodman was 12:03:37PM
8 present, but I can't recall exactly, but it may have been 12:03:42PM
9 Wreford that conveyed the agreement to me. I'm just 12:03:45PM
10 trying to remember things that are not registering on my 12:03:50PM
11 memory and there is a very good medical reason for that 12:03:53PM
12 which I don't really want to disclose on air at the 12:03:57PM
13 moment. 12:03:59PM
14 But, Mr Aziz, you understand your evidence is now - and 12:04:00PM
15 I emphasise 'now' because I don't believe that it's always 12:04:05PM
16 been quite this positive - your evidence now is you 12:04:08PM
17 actually recall signing this agreement in late November. 12:04:12PM
18 You understand why counsel is examining you about this 12:04:19PM
19 because it's being suggested that for a significant period 12:04:22PM
20 of time you received payments from Mr Woodman prior to any 12:04:26PM
21 formal contractual arrangement being in place. You 12:04:30PM
22 understand that's why these questions are being 12:04:35PM
23 pursued?---Yes, I do, but that is absolutely not true, 12:04:37PM
24 Commissioner. 12:04:41PM
25 So, if you have a clear recollection of signing it, presumably 12:04:41PM
26 you can remember who was present and where that was?---Not 12:04:46PM
27 necessarily, because I've just described to you that it 12:04:57PM
28 was just a procedural and quick mechanical exercise 12:04:59PM
29 because I had actually seen a draft of the agreement and 12:05:02PM

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had the opportunity to study it well beforehand. And the
reason I'm not sure is because I think when it was
presented Woodman had already signed it. I saw his
signature there. And even though he had dated it
1 December, he gave me seven days to accept it, but my
acceptance had already been present in very late November.
And so I'm pretty sure at least Wreford was there and
I think that's when I signed there and then and there were
no witnesses required or anything. But I can't remember
at what point I saw Woodman, whether it was immediately
before the signing or at the signing. I really can't
recall because it happened very quickly.

Sorry, I didn't follow the point about the 1st of December,
Mr Aziz?---So this agreement is dated 1 December to
reflect the fact that the arrangement actually started on
1 December. But when I signed the first version of it it
was signed two days before 1 December, and the reason for
that was that I was actually going away due to my marriage
and would not come back until 18 December, so we wanted to
finalise matters before I left and I knew that as soon as
I'd get back I'd get straight into the research and that's
why I made a conversation with my supervising professor at
Southern Cross University in January when he got back, to
start talking about all of this. So, I don't believe it
would have been possible for me to make that conversation
had I not had some knowledge of what it is that I was
required to do.

Yes.

MR TOVEY: I notice it's just past 12, Mr Commissioner.

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1 COMMISSIONER: Yes. We'll break again for 10 minutes. We'll 12:07:07PM
2 resume at quarter past 12, please?---Thank you. 12:07:12PM
3 (Short adjournment.) 12:07:20PM
4 COMMISSIONER: Yes, Mr Tovey. 12:19:43PM
5 MR TOVEY: Thanks, Mr Commissioner. Could the witness please 12:19:48PM
6 be played tab 181, which is a conversation between 12:19:51PM
7 yourself, Mr Aziz, and Lorraine Wreford on 30 January 12:20:00PM
8 2019. 12:20:05PM
9 COMMISSIONER: Mr Tovey, I'll make the Little River project 12:20:07PM
10 agreement dated 28 November exhibit 287. 12:20:10PM
11 MR TOVEY: Thank you. 12:20:17PM
12 #EXHIBIT 287 - Little River project agreement dated 28/11/18. 12:20:19PM
13 (Audio recording played to the Commission.) 12:20:33PM
14 MR TOVEY: Now, that conversation on 30 January is shortly 12:21:23PM
15 before Little River payments start, and you're there 12:21:27PM
16 talking to Ms Wreford and you were raising with her 12:21:33PM
17 whether the Blood Donor is all good for what was going to 12:21:41PM
18 be happening, the future arrangements between you. I take 12:21:45PM
19 it that was arrangements in respect of the Little River 12:21:52PM
20 payments?---And where it was going to be paid. Did you 12:21:55PM
21 say before it started? It was well after it started, that 12:22:06PM
22 conversation. 12:22:09PM
23 Sorry, this is 30 January 2019. Yes, I apologise. This is 12:22:10PM
24 after it had started, yes?---Yes. 12:22:17PM
25 So this is something that started, you say, on 28 November. So 12:22:18PM
26 in fact the arrangement had been running for two months at 12:22:28PM
27 that time; is that right?---Yes. 12:22:32PM
28 And the matter I wanted to raise with you, Mr Aziz, is if 12:22:34PM
29 that's the case and you have an agreement, why is it that 12:22:42PM

1 you are talking in riddles about 'you know what happens' 12:22:45PM
2 and 'future arrangements' rather than just talking upfront 12:22:51PM
3 about the provisions of the contract?---Two things. 12:22:55PM
4 I don't need to talk about it because she is well aware of 12:22:58PM
5 it and, secondly, if you can see line 11 where she says, 12:23:02PM
6 'But have you got another loan sorted,' that was the other 12:23:10PM
7 loan that I was trying to get to acquire a second property 12:23:13PM
8 in addition to Barak Avenue. By that time I had already 12:23:17PM
9 secured the finance from Bluestone - - - 12:23:23PM
10 I'm not concerned about the loan. It's obvious there that 12:23:24PM
11 having discussed how the payments were going to be made, 12:23:29PM
12 you then went on to discuss the loan. Forget about that 12:23:31PM
13 for the time being. But it's the way in which you discuss 12:23:34PM
14 it which I wanted to raise with you. So when you say, 12:23:37PM
15 'The Blood Donor is all good for you know what happens at 12:23:40PM
16 the time,' and 'Talk to you on Friday about, um, future 12:23:44PM
17 arrangements,' I suggest to you that what you're doing 12:23:51PM
18 there is clearly you're talking in riddles about something 12:23:56PM
19 which you say is totally legitimate. So my question to 12:24:01PM
20 you is why would you do that?---That's generally the way, 12:24:04PM
21 when I'm having quick conversations on the run, that I'm 12:24:09PM
22 not very explicit about what I'm talking about. She knows 12:24:13PM
23 what I'm talking about. I don't need to go into every 12:24:17PM
24 detail, otherwise I'll be on the phone 24 hours a day. 12:24:20PM
25 COMMISSIONER: Mr Aziz, that doesn't strike me as a 12:24:30PM
26 particularly satisfactory explanation. Quite the 12:24:33PM
27 opposite. You're normally very explicit about your needs. 12:24:37PM
28 This comment by you suggests some concern to be guarded in 12:24:42PM
29 the way in which you're expressing yourself?---With all 12:24:47PM

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respect, Commissioner, how does that correspond with the fact that there was a written contract and that payments were coming from his account directly into my account? Everything was laid bare for any investigative agency to verify. However, you're right; on occasions I can be explicit. On other occasions, depending on what's going on in my day, I need to be very brief. Now, the other arrangement I was referring to was the possibility that the monthly contractual payment would go into another account of a loan that I was trying to organise to acquire a further property - I got a bit overly ambitious - and that again didn't materialise, and instead of the Bluestone mortgage or at least at that time that the payments would switch from the Macquarie savings account to the Bluestone mortgage. I can't recall exactly what it was, but there could have been a number of possibilities.

Mr Aziz, not only are you talking in very guarded fashion there, as though you don't want to be quite explicit, but in fact you're talking about some arrangement that you have with Mr Woodman, and Ms Wreford isn't sure, she'll need to double-check?---Yes.

'As far as I know, it should all be fine.' If this is merely in relation to a contractual arrangement which is already set in concrete and in place, you wouldn't be saying what you did and neither would she?---We would, Commissioner, if we're talking about the destination of the funds, and that's exactly what happened.

You're not talking about the destination of the funds. You're asking, 'And the Blood Donor is all good for the you know

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1 what happens.' You're not talking about a destination 12:26:48PM
2 there, are you?---I am, because I was about to sign or 12:26:54PM
3 I was about to embark on the loan to take over Barak 12:26:59PM
4 Avenue and at that point in time the money was being paid 12:27:06PM
5 into a savings account and I wanted it to be directly paid 12:27:09PM
6 into the mortgage, for reasons I have explained in 12:27:14PM
7 previous evidence about reducing the interest liability. 12:27:18PM
8 Yes, Mr Aziz. Yes, Mr Tovey. 12:27:21PM
9 MR TOVEY: I tender that conversation. 12:27:25PM
10 COMMISSIONER: 288. 12:27:39PM
11 #EXHIBIT 288 - Conversation between Mr Aziz and Ms Wreford on 12:27:41PM
12 30/01/19, tab 181. 12:27:46PM
13 MR TOVEY: I now want to take you to 1 February 2019. Could we 12:27:50PM
14 have up, please, images 30 and 31. These are images of 12:28:02PM
15 you and Lorraine Wreford meeting at the Little Billy cafe 12:28:09PM
16 on William Street. That's exhibit 63, Mr Commissioner. 12:28:16PM
17 Do you see those? Do you agree that on 1 February of 2019 12:29:15PM
18 you met with Lorraine Wreford at the Little Billy cafe on 12:29:21PM
19 William Street?---Yes. 12:29:27PM
20 And did she hand over cash to you on that day?---She would have 12:29:32PM
21 given me what was due on 1 February as per the contract, 12:29:37PM
22 which is the \$2,000 for incidentals. 12:29:43PM
23 And this was cash which was all coming legitimately and its 12:29:46PM
24 payment to you was fair and above board?---It was part of 12:29:51PM
25 the contract. It was what's been happening every month 12:29:54PM
26 for the last three months. 12:29:57PM
27 It wasn't something that was causing you any 12:29:59PM
28 embarrassment?---Why would it cause me embarrassment? 12:30:02PM
29 I don't - - - 12:30:04PM

1 I'm asking you. The question was: was it something that was 12:30:04PM
2 causing you embarrassment, getting paid \$2,000?---The 12:30:12PM
3 answer is a definite 'no' because everything was 12:30:15PM
4 contractually signed and agreed. 12:30:17PM
5 There was nothing to be embarrassed about in respect of the 12:30:26PM
6 handing over of that money so far as you were 12:30:29PM
7 concerned?---I've just answered 'no'. 12:30:33PM
8 Those images have been tendered, have they? Yes. So I now 12:30:38PM
9 want to go on to exhibit 64, which is surveillance device 12:30:46PM
10 product clips 1 through to 5. Could we please start with 12:30:52PM
11 clip 1. So that's surveillance device tab 1. This is 12:30:59PM
12 recordings made of your meeting. 12:31:12PM
13 (Recording played to the Commission.) 12:31:40PM
14 MR TOVEY: Mr Commissioner, can I stop. Having seen that, it's 12:32:06PM
15 apparent; you can see a conversation taking place between 12:32:11PM
16 yourself and Lorraine Wreford. You'd agree with 12:32:16PM
17 that?---Yes. 12:32:20PM
18 I'm just having the playing of the audio lined up with a 12:32:20PM
19 transcript of that conversation rather than with the video 12:32:32PM
20 of the event itself, Mr Commissioner. 12:32:36PM
21 COMMISSIONER: Yes. 12:32:41PM
22 (Recording played to the Commission.) 12:33:22PM
23 MR TOVEY: All right. So what you're speaking about there is 12:34:54PM
24 the fact that you want to change the way in which money is 12:34:57PM
25 being paid to you; is that right?---I wanted it to go to a 12:35:02PM
26 different account, yes. 12:35:07PM
27 All right. And then Wreford says to you, 'Providing it doesn't 12:35:09PM
28 go direct to you, that could be - end up being a problem 12:35:14PM
29 for him. You've just got to think about it. You don't 12:35:19PM

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want a money trail that's direct.' Do you have any idea why she wants to hide from visibility the fact that money is being paid to you?---Sheer stupidity, because money had already been paid to me for two months now, and it was going to continue to be paid to me under whatever loan I had secured. So I don't know why she would say that and I quite frankly didn't understand because that was the agreement from the beginning and there was nothing to hide.

She says to you, 'There's no way paying directly into your loan', and then it becomes indistinguishable, 'or anything to do with him.' So what she is saying to you is that the money can't go direct to you, you don't want to leave a money trail. That can't be seen to have anything to do with Woodman. She's been present through the negotiations in relation to the legitimate Little River payments. How could she possibly be saying this in your presence?---Well, I don't know, because it doesn't reflect reality of what actually happened. This was the problem with Wreford. Wreford was interfering in things that she didn't need to interfere in.

COMMISSIONER: Mr Aziz, that's not your response to her. You don't say to her, 'You're being stupid.' You don't say to her, 'Why on earth are you talking about a money trail?' You don't say to her, 'Why should we change the direction to which these moneys will go?' You don't say any of those things. I don't follow - I mean, this is just so typical of your evidence. You don't look at what's there and you proffer explanations which on the face of it make

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no sense?---I'm looking at what's there, Commissioner.
But what I'm not doing is stating the obvious, and
I repeat, sir, reality of what happened is completely
contrary to whatever it is the hell she was talking about
in that conversation. The reality is what matters. It's
not what crap she's talking about. It's what I actually
did in the end and what Woodman ended up doing which was
our agreement from the beginning. This was a contractual
matter. Money had already been coming to me. Money was
continuing to come to me under the arrangement. All
I just needed to do was change the destination account
which was still in my name. And that's why I didn't
understand - there's a lot of times when I didn't
understand what Wreford was doing and, to be honest,
continuing conversations with her was probably less - more
worse than extracting teeth, at times.
I see no sign of that in your conversation, Mr Aziz. I want to
give you every opportunity to respond to the matters that
concern the Commission. I've seen no sign of you ever
being reluctant to say to someone, if they weren't making
sense to you, to query them, to challenge them, to ask for
an explanation. I don't see that here?---Probably because
by that time it was happening too often and I was going
through, like I said, a stressful time trying to settle
the property loan and I honestly did not have any
tolerance for whatever alternative model she was
purporting, which Woodman I'm sure would not have conveyed
to her to express to me. Otherwise he would not have been
making the payments, as I instructed, into my Macquarie

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1 account and then into my mortgage account. 12:39:19PM

2 Yes?---Sometimes you're just - you're just tired of speaking, 12:39:24PM

3 even though you're assertive. 12:39:29PM

4 I think we can all agree about that, Mr Aziz. Yes, Mr Tovey. 12:39:31PM

5 MR TOVEY: If you go on then to the final few lines of what's 12:39:36PM

6 transcribed you see that Wreford says to you the Blood 12:39:42PM

7 Donor, 'He wants the three of us to sit down and have a 12:39:51PM

8 chat about what's going on some time in February.' Do you 12:39:56PM

9 see that?---Yes. 12:40:01PM

10 I mean, here you are, you've got a formal arrangement with him. 12:40:05PM

11 You've got a contract where you're having monthly 12:40:09PM

12 meetings. Why do the three of you need to sit down and 12:40:11PM

13 discuss what's going on? It sounds very much like this is 12:40:15PM

14 being made up on the run, doesn't it?---It may sound like 12:40:21PM

15 that to you, Mr Tovey, but the reality was that that 12:40:25PM

16 meeting would have been in relation to the Little River 12:40:29PM

17 project and further developments that Woodman would be 12:40:32PM

18 aware of as a result of his discussions with other 12:40:35PM

19 consultants and the landowner, and Wreford actually got 12:40:38PM

20 herself involved in matters that she doesn't understand, 12:40:43PM

21 particularly in relation to the technical aspects of the 12:40:46PM

22 Little River project. And I'm sure that that meeting 12:40:50PM

23 would have been in relation to the progress of the project 12:40:55PM

24 and what some of our next steps were going to be. It's 12:40:58PM

25 normal to have progress meetings in any project. 12:41:04PM

26 Sure. Can we go on to the next tab, please. Tab 2. 12:41:07PM

27 (Recording played to the Commission.) 12:41:15PM

28 MR TOVEY: Mr Aziz, so in the course of that conversation at 12:44:27PM

29 line 5 or line 6 Ms Wreford says, 'What does he want to 12:44:33PM

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chat about, umm. Do you know he's probably going to be
suing the City of Casey?' And you say, 'Really, good.'
And then she says, 'So it's to do with that.' And you
say, 'Whatever I can do to help him.' Is that what you
said?---Yes.

Here you are, you're a councillor of the City of Casey and you
are there discussing with her betraying the people,
betraying the organisation that you represent, aren't
you?---Absolutely not. Again - - -

Are you there talking about providing her with information
which is going to help her in her case against the City of
Casey when you say, 'Whatever I can do to help'; is that
the situation?---No. Not only that but I was in that
instance I would actually be prepared to appear as a
witness for Mr Woodman in relation to the matter he was
pursuing because I took a great affront to it and I felt
it was a black spot on the City of Casey in the way that
they dealt with him. And it wasn't specific to him, but
it was in relation to the preciousness of some officers
who claimed bullying and the fact that he was banned from
attending the civic centre for two months. You don't
treat people who create jobs in your city and create
investments in your city like children. What you do is
you try and understand their concerns. And - - -

So you were then - the simple answer is that you were offering
to find documents for him which would help him sue the
city for which you worked; is that right?---No.

And of which you had been mayor?---Are you going to allow me to
answer?

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12:46:35PM

1 Well, I'm just asking you now. Were you going to find 12:46:35PM
2 documents to help him sue the City of Casey?---Can I get a 12:46:39PM
3 chance to answer, Mr Tovey? 12:46:43PM
4 That's a simple question, isn't it? Were you or were you not 12:46:45PM
5 seeking to find documents to help him sue the City of 12:46:49PM
6 Casey?---Are you able to just pause for a second and allow 12:46:53PM
7 me to answer? 12:46:56PM
8 COMMISSIONER: Mr Aziz, Mr Tovey is directing your attention to 12:47:00PM
9 your enquiry as to whether Mr Woodman would like you to 12:47:10PM
10 get him that document?---Yes, and what is that document? 12:47:13PM
11 Well, what is it?---It was the record of meeting he had with 12:47:19PM
12 the two officers where he got accused of bullying and was 12:47:23PM
13 banned by the then acting CEO from attending the civic 12:47:27PM
14 centre for two months as if they were dealing with a 12:47:31PM
15 six-year-old child. And I didn't want anybody in the 12:47:34PM
16 development community or the business community who are 12:47:40PM
17 actually contributing to the City of Casey to be treated 12:47:42PM
18 in this manner. I thought it was unnecessary, precious, 12:47:45PM
19 and totally against the interests of what it was that we 12:47:48PM
20 were trying achieve there. So I was not only prepared to 12:47:51PM
21 seek that document from the people attending the meeting, 12:47:55PM
22 but I was also happy to appear as a witness to him should 12:47:58PM
23 he have proceeded with a defamation case because 12:48:03PM
24 I believed that our people are becoming too precious to 12:48:06PM
25 the disadvantage of the interests of all of our 12:48:10PM
26 ratepayers. 12:48:14PM
27 MR TOVEY: All right. So, having said all that, this wasn't an 12:48:14PM
28 act - you didn't see this as some act of treachery by you 12:48:17PM
29 which shows abject disloyalty to Casey Council to whom you 12:48:21PM

1 were obliged? You didn't see it that way: yes or no?---My 12:48:26PM
2 loyalty to the City of Casey is beyond question in a 12:48:30PM
3 million instances. You've just chosen to pick on one and 12:48:36PM
4 take it out of context in a matter where I personally felt 12:48:39PM
5 aggrieved about what our planning department was morphing 12:48:43PM
6 into and the fact that it was supported by a temporary CEO 12:48:45PM
7 seeking to score points so that he can secure the job 12:48:50PM
8 permanently. And I - - - 12:48:53PM
9 COMMISSIONER: Mr Aziz, was the document a public document, was 12:48:55PM
10 it?---It should have been because - - - 12:48:58PM
11 No, no, please. Was the document a public document?---Yes, it 12:49:01PM
12 was. It was a record of meeting between the City of Casey 12:49:08PM
13 and another party. 12:49:11PM
14 Why did you need to get it for Mr Woodman then if it was a 12:49:14PM
15 public document? Ms Wreford is making it clear to you 12:49:18PM
16 that Mr Woodman can't get access to that document unless 12:49:23PM
17 proceedings are commenced at which time he could subpoena 12:49:27PM
18 it?---Yes. I said he could subpoena it, not her, 12:49:31PM
19 because - - - 12:49:37PM
20 So it wasn't at that stage a document in the public domain, was 12:49:38PM
21 it?---No, but it should have been released - - - 12:49:41PM
22 Mr Aziz, why did you say to me a moment ago it was a public 12:49:44PM
23 document?---Because under our transparency objectives when 12:49:50PM
24 you have a meeting between two parties where 12:49:57PM
25 non-confidential matters are discussed those records 12:50:01PM
26 should be accessible to the public and at least to the 12:50:05PM
27 participants in those meetings. 12:50:08PM
28 Okay. So your point is it should have been in the public 12:50:10PM
29 domain but it wasn't yet; is that the position?---It 12:50:14PM

1 should have been in the public domain anyway, and 12:50:17PM
2 certainly available to Mr Woodman as a participant in that 12:50:21PM
3 meeting. 12:50:24PM
4 Yes. What are you doing as a councillor offering to provide 12:50:25PM
5 Mr Woodman with a document to which he wasn't at that 12:50:31PM
6 point in time entitled?---Because I was going to write to 12:50:35PM
7 the CEO, make my views known to him at the time and ask 12:50:40PM
8 him to release the document as requested. Now, in the end 12:50:45PM
9 I didn't do that and I suggested to her that if there is 12:50:50PM
10 difficulty he should just subpoena the document. But 12:50:54PM
11 I stand by every word in the sense that I was even 12:50:57PM
12 prepared to appear for Woodman as a witness in any 12:51:01PM
13 defamation case because I don't approve of - - - 12:51:04PM
14 Mr Aziz, I don't want this to be another occasion - you've made 12:51:09PM
15 a speech four times now about this issue in answer to a 12:51:13PM
16 very simple question on each occasion. Do you not see 12:51:17PM
17 that you were doing something here which would have been 12:51:21PM
18 quite inappropriate, namely to offer a citizen who's not 12:51:25PM
19 entitled to the document access to a council document 12:51:32PM
20 which is not in the public domain? Did you not see that 12:51:36PM
21 as inappropriate?---I would see it as inappropriate if 12:51:41PM
22 that was my approach just with John Woodman. But that was 12:51:46PM
23 my approach with a whole host of other parties. 12:51:50PM
24 Okay?---Community groups, sporting organisations, people just 12:51:53PM
25 seeking to get answers. But, you know, sometimes 12:52:00PM
26 bureaucratic games are played and those answers are not 12:52:02PM
27 provided, and I wanted the City of Casey to be better than 12:52:05PM
28 that. 12:52:08PM
29 So you're telling me, Mr Aziz, that not only would you seek 12:52:10PM

1 access to an internal council document in Mr Woodman's 12:52:20PM
2 case, but you would do it for any ratepayer, would 12:52:23PM
3 you?---Ratepayer, organisation, and (indistinct) I would 12:52:27PM
4 write and make it known to them that as soon as it's 12:52:32PM
5 released I'm going to pass it on, because I think that's 12:52:35PM
6 the right thing to do. 12:52:39PM
7 So you're answer to me is that this shouldn't tell us anything 12:52:41PM
8 about your relationship with Mr Woodman because you'd do 12:52:46PM
9 this for anyone?---Correct. 12:52:50PM
10 Yes. Yes, Mr Tovey. 12:52:53PM
11 MR TOVEY: Could we have the next clip played, Mr Commissioner. 12:53:01PM
12 This is clip No.3. 12:53:12PM
13 (Recording played to the Commission.) 12:53:54PM
14 MR TOVEY: So looking at line 10, 'Amanda said' - that's Amanda 12:56:40PM
15 Stapledon - 'said to me that she's meeting with him' - 12:56:48PM
16 'him' is John Woodman. Wreford says, 'He told me' - that 12:56:52PM
17 is Woodman told her that. You say, 'And I said to her' - 12:56:56PM
18 that's to Amanda Stapledon - 'That's good. That's it. 12:57:00PM
19 She's actually asking him a different question on my 12:57:07PM
20 behalf relating to a completely different council. 12:57:10PM
21 Basically, Yarra Ranges we want to take it over the same 12:57:16PM
22 way we've taken over Casey.' So what you are there saying 12:57:23PM
23 to Ms Wreford is that you've spoken to Amanda Stapledon, 12:57:27PM
24 who is asking John Woodman on your behalf a different 12:57:32PM
25 question relating to Yarra Ranges Council. And what she's 12:57:36PM
26 telling him or what you want her to tell him is basically, 12:57:44PM
27 'We want to take it over the same way we've taken over 12:57:48PM
28 Casey.' Is that a fair summary of what you're saying 12:57:51PM
29 there?---If it's written that way, yes. 12:57:55PM

1 So when you say - - - 12:58:00PM

2 COMMISSIONER: I'm sorry, Mr Aziz, what did you mean by that 12:58:06PM

3 last answer? Do you accept that it's a fair summary?---Of 12:58:09PM

4 course I have to because it's transcribed from a 12:58:13PM

5 conversation. 12:58:17PM

6 MR TOVEY: So the situation is one of the assertions you make 12:58:20PM

7 to Lorraine Wreford is about 'the same way we've taken 12:58:24PM

8 over Casey'. It was the case, wasn't it, that she knew 12:58:31PM

9 how you had taken over Casey at the last election in 12:58:38PM

10 2016?---No. She would have known that all the way back to 12:58:43PM

11 2008. 12:58:46PM

12 And when you talked about taking over Casey you are there 12:58:48PM

13 talking about having taken over so you and your group have 12:58:56PM

14 control; that's what 'taking over' means?---Not 12:59:01PM

15 necessarily what you call my group, but a good group of 12:59:07PM

16 people capable of good governance. 12:59:12PM

17 And you're wanting Amanda Stapledon to take this council 12:59:15PM

18 takeover proposal to a developer, John Woodman. Can you 12:59:23PM

19 explain to me why would you do that, to the Blood 12:59:30PM

20 Donor?---Well - - - 12:59:35PM

21 And you've told me the Blood Donor, it's not an allusion to a 12:59:37PM

22 vampire or the sucking of his blood or getting paid by 12:59:41PM

23 him, is it?---I've explained to you where the term Blood 12:59:44PM

24 Donor has come from in relation to John Woodman. 12:59:48PM

25 So why is this proposal going to him? I mean, I'll be up front 12:59:50PM

26 with you. The way this looks is you're there 12:59:57PM

27 acknowledging that you've taken over Casey Council to 01:00:01PM

28 assist Mr Woodman and you're now in a position to offer 01:00:04PM

29 him Yarra Ranges on a plate if he wants it?---What 01:00:09PM

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interest would Mr Woodman have in the Yarra - - -
No, I'm just asking you - so you don't agree with that?---No,
I don't, because he had no interest in Yarra Ranges. But
what Woodman does is that he knows people who may actually
make good candidates because he's got an extensive
business network. Now, it wasn't just Woodman that I put
this question to. It was a whole heap of other people in
Yarra Ranges trying to identify a good list of candidates,
people that are capable of understanding the needs of the
business community and so on. But Woodman was only one
party that was approached, and in the end the answer came
back, 'No, I don't know anyone that would be suitable to
run.'
But why would you be discussing with Mr Woodman, a developer,
anything to do with you taking over a council in an area
which was not your area?---I've just answered that.
Because he has a network of people that he knows. And,
quite frankly, I knew how to fight a council election and
what the issues that needed to be adopted as policies by
the candidates were. And so when I got approached by
Mr Penman, having been very impressed with what he saw in
terms of reforms of Casey, he wanted me to assist him to
improve governance at Yarra Ranges. Now, he had no
development proposals there and neither did Woodman, as
far as I was concerned or as I was told. However, we were
both or all of us were trying to identify a good list of
candidates and run an effective campaign. When I say
'take over Casey' - - -
Mr Aziz, what you say now has nothing to do with the question

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1 I asked you. Could we just focus on the issue, is that 01:01:59PM
2 here you are linking - you're wanting her to enquire of 01:02:04PM
3 John Woodman about whether he's going to be interested in 01:02:10PM
4 you taking over Yarra Ranges; is that a fair 01:02:14PM
5 assessment?---No, because I never said those words in a 01:02:19PM
6 conversation. 01:02:21PM
7 And you thought that was being raised by Amanda Stapledon on 01:02:22PM
8 your behalf. I mean, look, let's face it, Mr Aziz, what 01:02:26PM
9 you're saying there clearly is that you were in the 01:02:31PM
10 business of selling influence, weren't you, and you would 01:02:34PM
11 get your finger in any pie you could?---I was actually 01:02:38PM
12 happy to do this as a formal consultancy to advise people 01:02:41PM
13 how to contest the council election. And when you say 01:02:46PM
14 'selling influence', what influence would I have if 01:02:51PM
15 I wasn't actually directly elected to Yarra Ranges? All 01:02:55PM
16 I would do is ensure that a good list of capable 01:02:59PM
17 candidates came forward. Now, when I say - - - 01:03:02PM
18 Mr Aziz, that's not what you said, is it? What you said is you 01:03:05PM
19 were going to control the council; you were going to 01:03:09PM
20 control it. And I would suggest to you the only logical 01:03:12PM
21 interest you could have in controlling a council where you 01:03:16PM
22 weren't sitting is because you were selling 01:03:20PM
23 influence?---Mr Tovey - - - 01:03:26PM
24 That's the simple long and short of it, is it not?---Mr Tovey, 01:03:27PM
25 that's fascinating. I couldn't even control Casey Council 01:03:30PM
26 being elected to it, let alone another council where 01:03:35PM
27 I wasn't going to be elected. So I have no idea what 01:03:39PM
28 you're talking about. I am very expert at running council 01:03:42PM
29 elections, and my track record speaks for itself. But all 01:03:45PM

1 I was going to do was to advise people how to contest the 01:03:49PM
2 election. I was trying to identify people in the first 01:03:53PM
3 place, and I had many meetings in Mr Penman's office aimed 01:03:56PM
4 at that exercise, just identifying candidates. 01:04:01PM
5 Would that be an appropriate time, Mr Commissioner? 01:04:04PM
6 COMMISSIONER: Have you finished with this conversation, 01:04:13PM
7 Mr Tovey? 01:04:15PM
8 MR TOVEY: Yes. 01:04:16PM
9 COMMISSIONER: I'm sorry, did you say, Mr Aziz, you had many 01:04:17PM
10 meetings with Mr Penman?---Yes. 01:04:19PM
11 How many meetings?---At least half a dozen. 01:04:22PM
12 Yes. During what period of time?---Ever since my assignment 01:04:27PM
13 with him started in 2018 all the way to the middle of 01:04:36PM
14 2019. 01:04:43PM
15 Yes. Did you tell him that your objective was to take over the 01:04:44PM
16 council in the same way as you had taken over 01:04:53PM
17 Casey?---That was actually his objective communicated to 01:04:58PM
18 me. He said, 'I want a capable council that is able to 01:05:01PM
19 reform its bureaucracy in the same way you've done it at 01:05:05PM
20 Casey.' 01:05:09PM
21 Did you tell him you would take over that council in the way 01:05:10PM
22 that you had taken over Casey?---Not in the language that 01:05:15PM
23 you've just described, Commissioner. 01:05:22PM
24 No, that's your language. That's your language explaining what 01:05:23PM
25 you're proposing?---That's what my language was with 01:05:29PM
26 Wreford. But it meant completely something different from 01:05:32PM
27 what you understand it or are trying to portray to be. 01:05:35PM
28 I'm just using your language, Mr Aziz?---I appreciate that, 01:05:39PM
29 Commissioner. But taking over a council means ensuring 01:05:43PM

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that certain things happen that deliver good governance,
not in the way that you understand it, because in Casey
even though I had a very prevalent voice I didn't get my
way all the time with all the proposals that I put up for
my residents and ratepayers. So there's no take over.
That's why I said to Mr Tovey I couldn't even control the
council that I was elected to, let alone the council that
I wouldn't be elected to.

You'll remember almost the last issue that was addressed on
Thursday before we adjourned for the long weekend you were
asked what you meant by the dirty work that you were
performing in the Casey Council; you'll remember that
conversation?---I do indeed.

And do you remember how graphically you described what you did
at council level and your level of control and
influence?---Not control and influence, but hard work to
get outcomes.

Is that what you meant, Mr Aziz, when you were talking about
doing the same thing at Yarra Ridge?---I worked my butt
off, Commissioner, for - Yarra Ranges. I worked my butt
off, Commissioner, for everybody, all of my colleagues, to
get good proposals up, to support good mayoralalties right
throughout the tenure that I had there. I did a lot of
work that other councillors were afraid to touch.

Yes, so I'll just ask the question again. Your explanation on
Thursday in response to the observation you made that you
had been doing dirty work was to explain in some detail
how you perceived your role within the council. I'm
asking you was that what you anticipated you would be able

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1 to do at Yarra Ranges?---No. Commissioner, can I just be 01:07:49PM
2 allowed one sentence - - - 01:07:56PM
3 No, no, I want an answer to the question. Was that what you 01:07:57PM
4 were anticipating you would also do there?---The answer is 01:08:02PM
5 no. 01:08:06PM
6 All right?---But that's not what I referred to by dirty work. 01:08:06PM
7 Please allow me just to say one - - - 01:08:10PM
8 No, Mr Aziz, you gave a very lengthy and repeated but somewhat 01:08:13PM
9 inconsistent number of answers to what you meant by dirty 01:08:17PM
10 work. I'm simply trying to understand what you mean when 01:08:21PM
11 you say taking over another council?---I'm trying to 01:08:25PM
12 explain that in the one sentence that you won't even allow 01:08:29PM
13 me to say. 01:08:33PM
14 Mr Aziz, I can't imagine in my lifetime a witness that has been 01:08:33PM
15 given more opportunity than you have to make speeches in 01:08:38PM
16 respect to every question that you're asked; do you 01:08:43PM
17 follow? So please don't complain that you're not being 01:08:47PM
18 given an opportunity to answer questions?---Commissioner, 01:08:52PM
19 I will, with due respect, complain and complain vigorously 01:08:54PM
20 because what we're dealing with here are very complex 01:08:58PM
21 matters and if you - I can't believe you won't allow me 01:09:01PM
22 even one sentence. 01:09:05PM
23 I'll allow you one sentence. Let's see if you can stick to one 01:09:07PM
24 sentence, Mr Aziz?---So whenever there were controversial 01:09:12PM
25 issues raised in Casey often the mayor would come to me 01:09:16PM
26 and say, 'You lead this issue. You lead the debate on 01:09:19PM
27 this issue.' That is what I meant by dirty work. I was a 01:09:22PM
28 capable speaker and I was happy to front the difficult 01:09:26PM
29 issues for my colleagues and for the municipality. That's 01:09:28PM

1 all I wanted to say.

01:09:33PM

2 All right. Thank you. We'll adjourn until quarter to

01:09:34PM

3 two?---Thank you.

01:09:39PM

4 <(THE WITNESS WITHDREW)

01:09:39PM

5 LUNCHEON ADJOURNMENT

01:09:43PM

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