
TRANSCRIPT OF AFTERNOON PROCEEDINGS

WARNING - CONTAINS LAWFULLY INTERCEPTED INFORMATION AND INTERCEPTION WARRANT INFORMATION.

These documents contain information as defined within ss 6E and s 6EA of the Telecommunications (Interception and Access) Act 1979 (Cth) (TIA Act). It is an offence to communicate to another person, make use of, or make a record of this information except as permitted by the TIA Act. Recipients should be aware of the provisions of the TIA Act.

WARNING - CONTAINS PROTECTED INFORMATION.

These documents contain 'protected information' within the meaning of s 30D of the Surveillance Devices Act 1999 (Vic) (SD Act). It is an offence to use, communicate or publish this information except as permitted by the SD Act. Recipients should be aware of the provisions of the SD Act.

INDEPENDENT BROAD-BASED ANTI-CORRUPTION COMMISSION

MELBOURNE

TUESDAY, 17 NOVEMBER 2020

(30th 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 UPON RESUMING AT 1.57 PM: 01:57:15PM
2 <SAMEH AZIZ, recalled: 01:57:15PM
3 <EXAMINED BY MR TOVEY, continued: 01:57:15PM
4 COMMISSIONER: Are we ready to proceed? 01:57:15PM
5 MR TOVEY: Yes. 01:57:22PM
6 COMMISSIONER: Mr Peck, I hope your client has taken advantage 01:57:23PM
7 of the luncheon break to have a look at that transcript. 01:57:26PM
8 It's for his benefit that I've invited you to do so. 01:57:29PM
9 MR PECK: Thank you, Commissioner. Yes, he's had the 01:57:32PM
10 opportunity to read through that transcript. 01:57:35PM
11 COMMISSIONER: Very good. Yes, Mr Tovey. 01:57:37PM
12 MR TOVEY: Now, Mr Aziz, who was the accountant for the dental 01:57:41PM
13 practice?---At the time it was the NAZ Accounting & 01:57:46PM
14 Financial Group. 01:57:53PM
15 Sorry, who was that?---That's the company that was called NAZ 01:57:54PM
16 Accounting & Financial Group. 01:57:57PM
17 Can you spell that, please?---N-a-z and Accounting & Financial 01:57:59PM
18 Group. 01:58:04PM
19 And who was it that you dealt with there?---The principal 01:58:06PM
20 accountant was a person by the name of Nader Ayad, spelt 01:58:11PM
21 N-a-d-e-r, surname A-y-a-d, and that was misspelt in the 01:58:17PM
22 transcript. 01:58:21PM
23 And did you continue to deal with Mr Ayad after the separation 01:58:22PM
24 between yourself and your wife?---No, the decision was 01:58:34PM
25 taken by her to go to a new accounting firm, and 01:58:40PM
26 I complied with that decision. 01:58:46PM
27 And did you have any ongoing association with Mr Ayad or with 01:58:49PM
28 the firm?---Yes, Mr Ayad is a friend and continues to be a 01:58:54PM
29 friend to this day. 01:59:00PM

1 And is he still working as an accountant?---I think he has an 01:59:02PM
2 office still in Melbourne, but he currently lives in 01:59:07PM
3 Queensland. 01:59:10PM
4 Yes. And does he run a business as an accountant 01:59:12PM
5 nowadays?---I'm not sure. I haven't spoken to him for a 01:59:17PM
6 significant period of time. 01:59:20PM
7 So when you say he continues to be a friend, he's a friend who 01:59:22PM
8 you rarely see, is he?---Well, I certainly haven't seen 01:59:26PM
9 many friends over the last 12 months. But I think he 01:59:30PM
10 spoke to me once at my admission to hospital in Sydney to 01:59:33PM
11 ask about me, and then he spoke to me again probably about 01:59:38PM
12 two weeks ago just again to ask about me. And that's the 01:59:43PM
13 last conversation that we've had together. But we didn't 01:59:49PM
14 discuss any business, no. 01:59:51PM
15 Now, when search warrants were issued at your premises in 01:59:53PM
16 September of 2019 did anybody mention Mr Nehme's name to 02:00:12PM
17 you as somebody who was the subject of 02:00:21PM
18 investigation?---I believe I read Mr Nehme's name on the 02:00:26PM
19 search warrant documentation that was presented upon the 02:00:29PM
20 arrival of the officers. 02:00:46PM
21 And, having seen that, did you in fact go and visit 02:00:48PM
22 Mr Nehme?---Yes, I did. 02:00:53PM
23 And did you discuss with him the various arrangements that you 02:00:54PM
24 had had with him?---No. I wanted to tell him that this 02:00:59PM
25 has happened and that his name was on the search warrant, 02:01:05PM
26 and he advised me that he himself has been - has had 02:01:09PM
27 search warrants executed on his property already. It was 02:01:13PM
28 a very short conversation. 02:01:16PM
29 And did you discuss what it might have been that IBAC was 02:01:18PM

1 interested in?---I can't recall exactly, but we may have 02:01:22PM
2 spoken about the loan that he gave me. 02:01:29PM
3 What do you mean you may have? It's inconceivable, is it not, 02:01:31PM
4 that if you had both been raided by IBAC you would talk 02:01:37PM
5 together about what they might be interested in?---Yes. 02:01:42PM
6 That's what I'm saying. We may have spoken about the 02:01:46PM
7 loan, but - - - 02:01:51PM
8 It's not 'may have', is it? It's you did. You did speak about 02:01:52PM
9 the loan?---Okay. 02:01:55PM
10 Well, do you agree with that?---From the best of my 02:01:58PM
11 recollection I have a vague memory that we had discussed 02:02:03PM
12 the loan that he had given me because he had also provided 02:02:08PM
13 evidence to that effect in my matrimonial dispute some 02:02:13PM
14 14 months earlier. 02:02:19PM
15 Had he provided you with an affidavit to be filed in your 02:02:20PM
16 matrimonial dispute?---I recall he did, yes. 02:02:26PM
17 And did you obtain from him the details to be included in that 02:02:30PM
18 affidavit?---I think I asked him to provide an affidavit 02:02:37PM
19 as to what he knew, and he provided that affidavit to my 02:02:43PM
20 solicitor. 02:02:46PM
21 Yes. And did you give your instructions to your solicitor as 02:02:47PM
22 to what could - what the information - what information 02:02:51PM
23 was to be included in that affidavit?---No, he wrote it of 02:02:56PM
24 his own volition. 02:03:01PM
25 All right. 02:03:03PM
26 COMMISSIONER: Mr Aziz, that's not what you were asked. Did 02:03:09PM
27 you tell your solicitors what information Mr Nehme could 02:03:11PM
28 provide?---Yes, I did, because it was talked about in the 02:03:17PM
29 general settlement terms. 02:03:23PM

1 Yes. 02:03:24PM

2 MR TOVEY: And so that was put in affidavit form and presented 02:03:27PM

3 to him; is that right?---He wrote the affidavit himself, 02:03:30PM

4 reflecting on what happened between us, and he presented 02:03:36PM

5 it to my lawyers. 02:03:39PM

6 And did he sign it?---From my recollection, yes. 02:03:41PM

7 All right. Now, I just want to understand I haven't got the 02:03:48PM

8 wrong end of the stick here. Are you now saying, that is 02:03:59PM

9 as of this afternoon, that you weren't aware that Mr Nehme 02:04:01PM

10 had an interest in purchasing the Casey Lifestyle Centre, 02:04:07PM

11 that is that he wanted to do that?---I knew he had an 02:04:13PM

12 interest. But because the process was done through a 02:04:17PM

13 competitive tender I wasn't sure if he was going to be a 02:04:21PM

14 participant. 02:04:25PM

15 And you say you never knew whether he participated up until the 02:04:26PM

16 time that you heard that the council had sold 02:04:32PM

17 it?---I don't believe I knew. I certainly didn't - none 02:04:37PM

18 of the councillors knew who were the purchasers or who was 02:04:43PM

19 actually putting their hat in the ring until the decision 02:04:49PM

20 was finalised and it was announced to the council as to 02:04:51PM

21 who the successful tenderer was. 02:04:56PM

22 I'm asking you what you knew. Are you saying you did not know 02:04:58PM

23 at any time before the decision had - before the sale had 02:05:01PM

24 actually concluded that he was in the - he was amongst 02:05:08PM

25 those who were wanting to buy the property?---I had a 02:05:15PM

26 suspicion he would be because he told me that that's what 02:05:19PM

27 they wanted to do. So he was part of a number of 02:05:22PM

28 competitors for the purchase of the property. 02:05:25PM

29 And you didn't ask him?---I felt that by asking him that would 02:05:27PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

be - - -
No, I didn't ask you what you felt. I'm asking you what you
asked; do you understand?---I don't recall - - -
Did you ask him?---I don't recall asking him.
Well, if you had asked him you would have known, wouldn't you?
Did you know or didn't you know?---Like I said, Mr Tovey,
I had a suspicion that he would be one of the competitors
for the purchase.
I'm asking you whether you had more than a suspicion and you
had actual knowledge?---I don't recall, Mr Tovey.
Could the witness please be referred to page 3135 and
following? All right. So this is the notice in respect
of the special council meeting on 6 December 2016, the
notice and agenda; all right? And the chairperson of
the meeting is Mayor Sam Aziz. Do you see that?---No,
I can't see that far. I can only see the header. Yes.
All right. And it goes through - - -?---Could you scroll down
a bit, please? Yes.
If we can then scroll down.
COMMISSIONER: Mr Tovey, could I just interrupt to ask Mr Aziz
if we look at those councillors which of those council
members were members of the Liberal Party and part of your
voting bloc?---I can certainly answer the first question,
because they weren't members of my voting bloc, but
Councillor Mick Morland, Councillor Geoff Ablett, possibly
Councillor Rafael Kaplan, Councillor Damien Rosario,
Councillor Gary Rowe and Councillor Susan Serey. I think
we're missing Councillor Amanda Stapledon, because I can't
see her name there. Are you able to - - -

02:05:34PM
02:05:34PM
02:05:39PM
02:05:42PM
02:05:46PM
02:05:50PM
02:05:54PM
02:05:58PM
02:05:58PM
02:06:03PM
02:06:07PM
02:06:19PM
02:06:58PM
02:07:05PM
02:07:12PM
02:07:20PM
02:07:24PM
02:07:29PM
02:07:32PM
02:07:38PM
02:07:42PM
02:07:46PM
02:07:52PM
02:07:59PM
02:08:03PM
02:08:08PM
02:08:14PM
02:08:18PM
02:08:21PM

1 MR TOVEY: It's at the bottom?---Can you scroll down a little 02:08:26PM
2 bit, please? Yes, there she is. So they're the 02:08:27PM
3 councillors that would have been members of the Liberal 02:08:33PM
4 Party. 02:08:35PM
5 COMMISSIONER: And are you disputing, Mr Aziz, that generally 02:08:36PM
6 speaking in relation to motions the group of you voted 02:08:40PM
7 en bloc on council issues?---Yes, Commissioner, that's not 02:08:48PM
8 actually how the Liberal Party operates, but it is in the 02:08:53PM
9 Labor Party constitution on municipal government 02:08:55PM
10 participation; not the Liberal Party. 02:08:58PM
11 I'm really not interested in the Liberal Party. I'm interested 02:09:00PM
12 in these members of the Liberal Party that were 02:09:03PM
13 councillors at Casey. Are you disputing that in the vast 02:09:07PM
14 majority of cases on council issues you voted 02:09:12PM
15 en bloc?---Yes, I am. And in this instance it was 02:09:19PM
16 Councillor Mick Morland who moved the rescission, and he's 02:09:23PM
17 a member of the Liberal Party. So he moved the motion 02:09:26PM
18 against what I had been proposing. So, yes, I am 02:09:29PM
19 disputing that. 02:09:32PM
20 I'm not asking you about this particular motion. I'm directing 02:09:33PM
21 your attention to one of the findings that was made by the 02:09:37PM
22 public monitor, and if I may say so an impression - an 02:09:41PM
23 indelible impression that I have from listening to most of 02:09:48PM
24 those councillors give evidence that by and large they 02:09:51PM
25 voted en bloc on motions that they had to 02:09:56PM
26 resolve?---I don't believe that to be true, Commissioner. 02:10:03PM
27 Yes, Mr Tovey?---Commissioner, can I ask you when will we be 02:10:06PM
28 able to discuss the monitor's report? 02:10:11PM
29 Well, as the examination unfolds and there are relevant matters 02:10:14PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

that emerge, you'll have an opportunity through questions
to address those points?---Because, Commissioner, there
are issues related to the integrity of that report that
I would like to raise in public hearing.
Well, this is not the forum for you to make speeches,
Mr Aziz?---It's not a speech - - -
If it's relevant to a question that you need to answer then
you'll have the opportunity to do so; do you
follow?---It's highly relevant if I believe the report to
be corrupt.
I beg your pardon?---The report that the monitor wrote was
corrupt, Commissioner, and I have my reasons for saying
that. This is why I'm asking you this question. And
I note that IBAC has had a complaint in relation to the
corruption of that report as part of its investigation
into the former minister Somyurek, who basically sacked
the council. So I would like to raise those issues
because, if you're referring to a report that is corrupt,
I need to make you aware of the concerns that have been
relayed to me in relation to that report.
Mr Aziz, you specifically now disregarded the indication I just
gave you a moment ago. This is not an occasion for making
speeches. If information that you have is properly
relevant to a question that you are asked then of course
you may provide that information; but not otherwise. You
deliberately disregarded what I just said to you in order
to make that speech, didn't you?---No, I didn't. I'm
trying to make you aware of something that concerns me.
Yes, Mr Tovey.

02:10:18PM
02:10:22PM
02:10:26PM
02:10:28PM
02:10:30PM
02:10:36PM
02:10:38PM
02:10:57PM
02:11:01PM
02:11:03PM
02:11:04PM
02:11:08PM
02:11:11PM
02:11:14PM
02:11:17PM
02:11:21PM
02:11:25PM
02:11:28PM
02:11:31PM
02:11:35PM
02:11:37PM
02:11:43PM
02:11:48PM
02:11:53PM
02:11:57PM
02:12:01PM
02:12:04PM
02:12:08PM
02:12:11PM

1 MR TOVEY: If we can get back to page 3137, this document of 02:12:16PM
2 6 September 2016. If we look at the introduction. This 02:12:22PM
3 is an officers' report which has been provided to 02:12:35PM
4 councillors in anticipation of the meeting of 6 September; 02:12:38PM
5 all right? That's what it is. You can see that from the 02:12:47PM
6 document itself. You're familiar with the way these 02:12:52PM
7 arrive?---Yes, except with the wrong name of the ward in 02:12:55PM
8 the heading. 02:12:59PM
9 I'm sorry?---The wrong name of the council ward in the heading. 02:12:59PM
10 Well, that's got nothing to do with anything. All I'm asking 02:13:05PM
11 you is whether you got this document in preparation for 02:13:08PM
12 the next council meeting?---Possibly, yes. 02:13:09PM
13 And this is a document in anticipation of a council meeting on 02:13:14PM
14 6 September which indicates, 'As part of the 02:13:24PM
15 implementation of the property strategy council resolved 02:13:29PM
16 to initiate a process for the potential sale of land at 02:13:34PM
17 430-440 Princess Highway (CLC) and 1-9 Regency Drive 02:13:39PM
18 (PTA), Narre Warren.' Now that's the Lifestyle Centre 02:13:51PM
19 area, is it?---Yes, and the Percy Trewin Annexe. 02:13:55PM
20 Yes, and the report went on to note that the property comprised 02:14:05PM
21 of 4,372 hectares which was leased out on a 30-year lease 02:14:11PM
22 currently assigned to Action Realty Australia Pty Ltd; do 02:14:22PM
23 you accept that?---Yes. 02:14:26PM
24 And after the new civic centre's built, it's going to be 02:14:30PM
25 surplus to council's needs. It makes that observation, 02:14:36PM
26 does it not, the report?---I can't see that, Mr Tovey. 02:14:47PM
27 I really need you to scroll down a little bit so I can 02:14:52PM
28 follow. 02:14:54PM
29 No, just above. What's the last line you see?---I can see 02:14:55PM

1 21 August 2033 as the last line, so I can see the second 02:15:01PM
2 paragraph. 02:15:08PM
3 So what you're seeing when this is scrolled is different from 02:15:11PM
4 what we're seeing?---Yes. 02:15:18PM
5 Anyway, we'll keep on trying to work with that?---I'm just 02:15:19PM
6 wondering if I reduce the observation screen for the 02:15:22PM
7 videoconference whether I can actually see that a bit 02:15:25PM
8 better. Yes, I can. So now I can see 'Process for 02:15:28PM
9 potential disposal'. 02:15:36PM
10 All right. Just above that you will see, 'Upon completion of 02:15:38PM
11 the council's new civic and cultural precinct, Bunjil 02:15:42PM
12 Place, this site will be surplus to council's 02:15:46PM
13 needs'?---Yes. 02:15:50PM
14 And then it goes on to the process for disposal. If we can 02:15:50PM
15 just go down a bit, and this is what the report says: 'At 02:15:57PM
16 its meeting on 19 July 2016 closed council resolved in 02:16:05PM
17 response to item 14.3: 1. That council confirm Action 02:16:12PM
18 Realty Australia as the preferred proponent for' and then 02:16:21PM
19 it's the properties in question, and the total amount is 02:16:27PM
20 somewhere in excess of \$28 million?---Yes. 02:16:34PM
21 So much of what you've told us before lunch is incorrect, isn't 02:16:53PM
22 it, because there had in fact been a council meeting which 02:16:56PM
23 had confirmed your friend's firm, that is Action Realty 02:17:02PM
24 Australia, as the preferred proponent?---I don't remember 02:17:07PM
25 the process and I don't remember those council meetings. 02:17:15PM
26 There were hundreds of them. So - - - 02:17:19PM
27 Before you didn't say 'I can't remember'. Before you said 02:17:23PM
28 specifically you described in detail the process where you 02:17:29PM
29 were prevented from knowing?---Correct. 02:17:32PM

1 Now, what you've said is just totally incorrect, is it 02:17:34PM
2 not?---No, it's not, because that process did apply and 02:17:38PM
3 throughout the sale and tender process none of the 02:17:40PM
4 councillors were permitted to be given any information or 02:17:44PM
5 participate in anything related to the sale until the 02:17:47PM
6 buyer had been found. Now, that report - sorry? 02:17:50PM
7 But you also described a state of sensation, the state of your 02:17:54PM
8 knowledge, as a time that you found out it had been sold, 02:18:02PM
9 and you said, 'When I found out it had been sold, that was 02:18:05PM
10 the first I knew about him being involved.' How could you 02:18:08PM
11 possibly have legitimately thought that, if you had been 02:18:14PM
12 party to a council meeting and officers' reports which 02:18:20PM
13 laid out for you in great detail specifically that he was 02:18:24PM
14 a preferred proponent and the amount being paid? You 02:18:30PM
15 couldn't have had that thought, could you, when it was 02:18:34PM
16 sold?---No, and I may have become first aware of it, now 02:18:37PM
17 that I see the evidence on the screen, on 19 July 2016. 02:18:41PM
18 But I don't recall the process and I don't recall what 02:18:49PM
19 council meetings ensued or when decisions were made. That 02:18:54PM
20 was something that happened more than four years ago and 02:18:58PM
21 there's been a hundred million things that have occurred 02:19:00PM
22 since then. So I don't recall this process. 02:19:04PM
23 You're not being reckless, are you, in giving evidence, just 02:19:06PM
24 saying the evidence that you would hope best protects you 02:19:13PM
25 until you hear something contradicting it?---With all 02:19:20PM
26 respect, Mr Tovey, I'm not looking for protection. I'm 02:19:24PM
27 looking to comply with my obligations to tell you the 02:19:28PM
28 truth to the best of my memory and the best of my ability. 02:19:31PM
29 I don't remember - - - 02:19:36PM

1 That's very laudable. But what I'm asking you now is how is it 02:19:37PM
2 that you told me before lunch that you had no idea that 02:19:40PM
3 Action Realty or Mr Nehme was involved as a party which 02:19:46PM
4 might have bought the centre until after it was sold, when 02:19:52PM
5 we now see that you've been involved in a detailed 02:20:02PM
6 process, indeed approving the sale to him?---Approving the 02:20:05PM
7 sale once the council officers had made the decision that 02:20:11PM
8 that's the preferred buyer. But prior to that process, 02:20:14PM
9 I repeat, not me, not any of my colleagues had any idea 02:20:17PM
10 how many bids they were, how much the bids were or how the 02:20:22PM
11 process was being conducted. It was done at total arm's 02:20:26PM
12 length from the political council, for obvious reasons. 02:20:30PM
13 That's diametrically opposite to what you told us before 02:20:32PM
14 lunch?---No, I don't believe so. I believe that's exactly 02:20:36PM
15 what I stated before lunch. 02:20:39PM
16 COMMISSIONER: Mr Aziz, you do understand you're still on 02:20:44PM
17 oath?---Yes, I do. 02:20:47PM
18 MR TOVEY: All right. Can I tender, please, Mr Commissioner, 02:20:53PM
19 the special council meeting documentation dated 02:21:05PM
20 6 September of 2016 which is pages 3135 through to 3150. 02:21:12PM
21 COMMISSIONER: That will be exhibit 265. 02:21:27PM
22 #EXHIBIT 265 - Special council meeting documentation dated 02:21:31PM
23 06/09/16, court book pages 3135-3150. 02:21:12PM
24 MR TOVEY: Thank you. I now want to go back to the process by 02:21:32PM
25 which you arranged this so-called loan from Mr Nehme. 02:21:52PM
26 When do you say it was first discussed? A couple of days 02:22:01PM
27 before the first tranche of money was paid over; is that 02:22:04PM
28 right?---To the best of my recollection. 02:22:11PM
29 And it was paid into the account of Ms Armanious, which was 02:22:18PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

I suggest to you her personal account and not the business account. The business account was the family trust. This was her own personal account which had nothing to do with the business, was it not?---I can't recall which account. But I do recall that her account, which was in her name, had a relationship with the business account, if it wasn't actually the business account.

You controlled the accounts. Was the family trust the business account?---It was one of many accounts we held with Westpac.

No, I didn't ask you that. You see, I simply asked you was the family trust the business account, yes or no?---Probably, yes.

What do you mean 'Probably, yes'? I mean, most businesses have an account. Did you have an arrangement whereby the dental practice didn't in fact have a bank account?---No, you need a bank account for the EFTPOS deposits to be made into, and I can't recall the name of that account.

It wasn't, I suggest to you, the Armanious account, which was your wife's personal account. Do you understand what I'm putting? I'm telling you that it wasn't the business account; all right? So the question is why was it put into that account? Was this a loan to you? Why wasn't it put into one your of accounts or a joint account? Why was it put into an account which didn't identify you, which was in the name of Armanious?---It was put into an account that we used for business purposes and it wasn't a loan to me, it was a loan to the family, as it was back then, to release certain debts and to pay certain obligations.

02:22:22PM
02:22:26PM
02:22:31PM
02:22:34PM
02:22:41PM
02:22:44PM
02:22:49PM
02:22:51PM
02:22:57PM
02:23:00PM
02:23:01PM
02:23:10PM
02:23:13PM
02:23:14PM
02:23:18PM
02:23:24PM
02:23:30PM
02:23:34PM
02:23:38PM
02:23:43PM
02:23:46PM
02:23:48PM
02:24:00PM
02:24:06PM
02:24:11PM
02:24:13PM
02:24:21PM
02:24:25PM
02:24:29PM

1 And what were the debts?---Like I said to you, there was a 02:24:37PM
2 significant amount of money, about \$113,000, that was paid 02:24:44PM
3 to settle the dental surgery equipment loan. That was the 02:24:48PM
4 balloon remaining at the end of the period. And there 02:24:51PM
5 were also some debts incurred as a result of losses in 02:24:54PM
6 share market trading activity. 02:24:59PM
7 COMMISSIONER: Mr Tovey, I'm not sure that we have the date on 02:25:01PM
8 which that payment was made in. 02:25:04PM
9 MR TOVEY: Which payment is that, Commissioner? 02:25:09PM
10 COMMISSIONER: To his former wife's account. 02:25:12PM
11 MR TOVEY: We've only got to the first payment. There was a 02:25:14PM
12 payment on 29 September of \$21,000. 02:25:16PM
13 COMMISSIONER: Yes, thank you. 02:25:23PM
14 MR TOVEY: Now, you've always maintained that you owed him 02:25:27PM
15 \$230,000, but in fact he paid into your wife's account 02:25:30PM
16 \$251,000. How did that come about?---I don't recall the 02:25:37PM
17 extra \$21,000 that you're referring to. 02:25:45PM
18 I'm talking about an amount of \$21,000 paid into your wife's 02:25:49PM
19 account on 29 September 2016. What was that about? This 02:25:55PM
20 was very, very - this was almost immediately after he had 02:26:07PM
21 obtained the right to buy the property?---I don't believe 02:26:12PM
22 that's the case because according to the council document 02:26:20PM
23 you put up he was confirmed as the buyer on 6 July 2019. 02:26:22PM
24 And this is 29 September?---Okay, so it's not almost 02:26:27PM
25 immediately after. It was some months or four months 02:26:32PM
26 after the decision was taken. 02:26:36PM
27 In any event, what was the 21,000 about?---I can't recall. 02:26:38PM
28 I recall the totality of it was 230,000. I don't recall 02:26:41PM
29 that there was an additional \$21,000 amount. 02:26:48PM

1 Well, there was. What was it?---I can't recall. I don't 02:26:51PM
2 remember that. 02:26:54PM
3 Mr Nehme to your knowledge didn't have any business with your 02:26:55PM
4 wife, did he, where he owed her \$20,000 or more?---I'm not 02:27:00PM
5 aware. I can't answer for her. Sorry, I'm not aware. 02:27:05PM
6 So what it's about? \$21,000 is going into an account in your 02:27:12PM
7 wife's name on 29 September, shortly after he's given the 02:27:18PM
8 go ahead to buy the property?---The insinuation, sorry, 02:27:25PM
9 with all due respect is - - - 02:27:32PM
10 Don't worry about the insinuation. I'm just asking you what it 02:27:34PM
11 was for?---I don't know. I just said about three times 02:27:37PM
12 I don't recall that \$21,000 amount. 02:27:40PM
13 But, Mr Aziz, given normal human experience, most of us, if 02:27:44PM
14 somebody who is a friend or not a friend, depending on 02:27:52PM
15 what time we ask you, gives you \$21,000 and transfers it 02:27:55PM
16 into your bank, it's not something you forget, is 02:28:01PM
17 it?---Given the amount of transactions that were going 02:28:06PM
18 through our accounts because of our various business 02:28:10PM
19 dealings, including the property development, I don't 02:28:13PM
20 remember amounts even though it may seem significant to 02:28:15PM
21 most people. 02:28:19PM
22 You had, as you've told us, control of the family and business 02:28:19PM
23 accounts. No doubt in doing that you would keep an eye on 02:28:25PM
24 what was coming in and out of the business?---In order to 02:28:32PM
25 meet the business financial obligations, yes. 02:28:38PM
26 All right. So at the time the 21,000 came in on 29 September, 02:28:40PM
27 did you make an enquiry of Mr Nehme as to why it was he 02:28:47PM
28 was putting \$21,000 into your wife's account?---I don't 02:28:52PM
29 believe that I followed my wife's account with the 02:28:58PM

1 regularity that I did the business account. 02:29:00PM
2 Oh, come on. It was into your wife's account that another 02:29:03PM
3 \$230,000 was being paid at the same time and you 02:29:07PM
4 transferred it all out?---And that was at our request in 02:29:10PM
5 terms of the money coming in to be able to be disbursed to 02:29:17PM
6 meet all our obligations, but the 21,000 - - 02:29:20PM
7 And in fact I'd suggest to you that at this time and shortly 02:29:23PM
8 thereafter you disbursed a total out of your wife's 02:29:30PM
9 account which exactly matched what Mr Nehme had put in. 02:29:39PM
10 Do you remember doing that calculation?---I wouldn't be 02:29:47PM
11 surprised by that because obviously the debt was to - or 02:29:51PM
12 the loan that we took from him was to cover certain 02:29:54PM
13 shortfalls that I wanted to cover. 02:29:59PM
14 Anyway, that's on 29 September. 02:30:05PM
15 COMMISSIONER: I'm sorry, Mr Aziz, can I just ask: you 02:30:07PM
16 mentioned earlier that Mr Nehme swore an affidavit for the 02:30:10PM
17 purpose of the Family Court proceedings?---Yes. 02:30:15PM
18 Do you recall telling us that?---Yes. 02:30:21PM
19 And the purpose of that affidavit was to identify the various 02:30:23PM
20 amounts that he had lent you, was it not?---Yes. 02:30:31PM
21 And so in that affidavit presumably he dealt with not only the 02:30:34PM
22 \$230,000, but this additional amount of \$21,000?---I don't 02:30:41PM
23 remember the content of the affidavit, Commissioner. 02:30:49PM
24 But is that assumption - does that assumption seem to be 02:30:52PM
25 correct, that you would have expected him to deal with 02:30:55PM
26 the full amount that was lent to you, placed in your 02:30:59PM
27 wife's account?---Yes, I would assume that, yes. 02:31:04PM
28 MR TOVEY: Mr Aziz, you'll recall that it was on 6 September 02:31:12PM
29 that the council approved the sale could go ahead. It's 02:31:15PM

1 on 29 September that you get \$21,000 that you can't recall 02:31:19PM
2 and have no idea what that represented. Then following 02:31:24PM
3 that, a month later on 27 October, there's a payment of 02:31:31PM
4 \$140,000; is that right?---Yes, I think that was one of 02:31:37PM
5 the instalments of the loan that we took from - - - 02:31:45PM
6 Yes, which was an EFT into the Armanious account. Then on 02:31:48PM
7 15 November 2016 there's \$75,000 transferred by EFT into 02:31:53PM
8 the Armanious account?---Yes. 02:32:02PM
9 And \$15,000 on 25 November; is that right? So that's a total 02:32:06PM
10 of \$251,000 and I'd suggest to you that between 02:32:16PM
11 29 September 2016 and 28 November 2016 disbursed out of 02:32:23PM
12 that account, with the exclusion of \$200 for fees and 02:32:35PM
13 other expenses, was a total of exactly \$251,000. Do you 02:32:40PM
14 dispute that?---If that's what you're telling me happened, 02:32:47PM
15 I don't dispute it. 02:32:52PM
16 All right. And a large amount of that went to a Westpac loan 02:32:53PM
17 account which was secured against your house, that's 02:32:58PM
18 90 Moondarra Drive, Berwick?---Yes. 02:33:03PM
19 Is that right?---Possibly, yes. 02:33:07PM
20 I'd suggest to you that, of that amount, some \$214,000, give or 02:33:10PM
21 take a few dollars, went towards the mortgage on 02:33:28PM
22 90 Moondarra Drive?---Yes. 02:33:37PM
23 All right. I'd suggest to you that \$10,000 went to pay off 02:33:53PM
24 your Armanious Westpac credit card?---Yes. 02:33:56PM
25 I'd suggest that \$3,000 went to the Aziz and Armanious Westpac 02:34:03PM
26 loan account which was secured against a property at 02:34:11PM
27 14 Bellerive Avenue, Officer?---Yes. 02:34:16PM
28 There were multiple EFTs and transfers of \$8,990 going to a 02:34:23PM
29 Landers & Rogers trust account?---That's a transaction 02:34:34PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

that would have been made by my former wife. That's her
lawyers, not mine.
And that there was some \$14,800 disbursed to another mortgage
account which was an Aziz and Armanious Westpac loan
account which was secured against 46 Saul Avenue, Berwick;
is that right?---I'm sorry, 46 Saul Avenue, do you mean?
Yes. S-a-u-l?---Yes, possibly, yes.
All right. I understood you told me that you had an
outstanding commitment in respect of a balloon payment on
items leased by the dental practice. But all this money
was spent on other things, including reducing your
mortgages?---Yes, because the mortgages were used as lines
of credit to finance expenses when we didn't have cash
flow. So if you're looking at the Westpac mortgage on
90 Moondarra Drive, for example, you might find that the
balloon payment for the dental practice was actually paid
out of that, and we wanted to basically bring the mortgage
back to its original position and, as I said, cover losses
on the share market which were also financed out of
90 Moondarra Drive when they did occur.
So you're saying your way of going about it was, although you
needed money for the balloon payment for the business or
to make up for losses on the share market, that didn't go
from one of your trading accounts where it would be
disbursed to cover those items; it first went into the
mortgage, then the mortgage was drawn down again into one
of your trading accounts, and then the moneys were
disbursed from there. Is that the way in which it
worked?---No, the way in which it worked was that the

02:34:45PM
02:34:50PM
02:34:51PM
02:35:05PM
02:35:12PM
02:35:19PM
02:35:24PM
02:35:29PM
02:35:38PM
02:35:43PM
02:35:50PM
02:35:54PM
02:35:58PM
02:36:03PM
02:36:08PM
02:36:11PM
02:36:14PM
02:36:19PM
02:36:25PM
02:36:28PM
02:36:41PM
02:36:45PM
02:36:50PM
02:36:56PM
02:37:01PM
02:37:05PM
02:37:11PM
02:37:15PM
02:37:18PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

losses had occurred and therefore the money went from
the mortgage account to cover those losses into the
trading accounts, and so the mortgage was overdrawn by
whatever amounts, 200, 300,000, and so the loan that we
took from Mr Nehme was designed to cover the mortgage and
bring it back to as close to zero, and the reason being at
the time, even though we were split six months later, is
my former wife and I were looking at disposing of
90 Moondarra Drive and actually getting a different
property, a single storey property instead of
double-storey somewhere else in the municipality, and so
we wanted to make sure that we had the mortgage as drawn
back as much as possible to facilitate if we had to
purchase the property before we actually sold Moondarra
Drive, because it was going to be a property at a lesser
value than the one that we were living.

Had you received any legal advice in respect of obtaining this
loan?---No.

Had you drawn up any document in respect of recording the loan
and its terms?---I recall Mr Nehme provided me with a
simple document which stipulated the interest that would
be paid over a six month period, and he did tell me the
maximum I could take out the loan was about nine months
and that I needed to pay it back within that period of
time, and in the end I think I paid it back within about
six months of taking it out, and he forgave the interest
on it.

I just want to understand. You say you borrow a total of
\$251,000 of which you now remember 230. You don't have

02:37:21PM
02:37:23PM
02:37:26PM
02:37:29PM
02:37:34PM
02:37:38PM
02:37:42PM
02:37:46PM
02:37:50PM
02:37:53PM
02:37:57PM
02:38:02PM
02:38:06PM
02:38:10PM
02:38:14PM
02:38:18PM
02:38:22PM
02:38:26PM
02:38:32PM
02:38:38PM
02:38:46PM
02:38:53PM
02:38:56PM
02:38:59PM
02:39:02PM
02:39:05PM
02:39:11PM
02:39:24PM
02:39:36PM

1 any formal agreement in respect of that; is that 02:39:42PM
2 right?---There was a one-page agreement that I recall 02:39:50PM
3 getting from Mr Nehme. 02:39:53PM
4 Did you get that at the time or did you get it some time 02:39:56PM
5 later?---I can't recall. But generally this loan was - he 02:39:59PM
6 said to me, 'I know you're in need of the money and I'm 02:40:10PM
7 willing to help you out as a friend. But I would really 02:40:14PM
8 need it paid back within six months and maximum nine 02:40:17PM
9 months.' And when I came to pay it back to him 02:40:22PM
10 I explained to him what had happened, the fact that I had 02:40:26PM
11 split up with my ex-wife and that I'm in dire financial 02:40:30PM
12 straits, and he decided to forgive \$9,000 or so interest 02:40:33PM
13 that I was supposed to owe him because of the six months 02:40:38PM
14 worth of borrowing. That's my recollection of the loan. 02:40:41PM
15 And were you in dire financial straits at that stage?---I was 02:40:53PM
16 in relative and absolute terms because I had mortgage 02:41:02PM
17 commitments of \$18,000 a month that I needed to cover once 02:41:06PM
18 the split had occurred. I had a damaged property that 02:41:10PM
19 I needed to fix where a car had smashed into our property. 02:41:14PM
20 When had that occurred?---That occurred in March 2017. That 02:41:18PM
21 was just an added problem to my many other problems. 02:41:25PM
22 Yes, so what other commitments had you at the time?---So all 02:41:31PM
23 the mortgages on the seven or eight properties that we 02:41:35PM
24 held, and obviously supporting my children, and the 02:41:38PM
25 commitments that totalled from memory about \$18,000 a 02:41:51PM
26 month. 02:41:55PM
27 So you're saying, are you, that you didn't even have the 02:41:57PM
28 wherewithal in March 2017 to be able to repair a property 02:42:01PM
29 which had been damaged?---No, I had the wherewithal, but 02:42:07PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

the psychological toll that it takes on you when the front of your house is gone and a car which could have hurt one of your kids smashes and lands in your lounge room, it's a very, very traumatic experience, and this is why we had to find alternative accommodation and move out as quickly as possible. So it was a very traumatic period. In addition to the trauma - - -

I'm sorry, I'm not asking so much about the trauma. I'm just interested about your ability - I thought you were telling me that one of your problems at the time was that you had to repair a house and didn't have the money to do it. If I'm wrong about that, please tell me?---Obviously the house was insured and so eventually the money would come from the insurance company, even though it didn't cover the total cost of repairs. But there were things that needed to be spent straight away to make the house secure, which we did of our own volition before we moved out because we couldn't move everything out of it. So there were a number of complications at the time which added to all the financial pressures and other pressures that we were feeling.

So getting back then to the way in which this document was recorded, you say there was an informal agreement and the question I'm asking you is: is that the only document that recorded the agreement - sorry, there was an informal one-page document which passed between you and Mr Nehme. Was that the only document?---To the best of my recollection, yes.

And when was that document prepared?---I can't recall,

02:42:13PM
02:42:17PM
02:42:20PM
02:42:24PM
02:42:29PM
02:42:32PM
02:42:37PM
02:42:38PM
02:42:42PM
02:42:44PM
02:42:50PM
02:42:53PM
02:42:57PM
02:43:02PM
02:43:04PM
02:43:08PM
02:43:12PM
02:43:15PM
02:43:18PM
02:43:22PM
02:43:25PM
02:43:37PM
02:43:40PM
02:43:45PM
02:43:51PM
02:43:56PM
02:44:02PM
02:44:08PM
02:44:14PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

Mr Tovey, exactly when it was prepared. I don't necessarily remember it being prepared before he made the transfers. It may have been done once the first transfer had been made. I can't recall exactly the date on the preparation.

Was it prepared in 2016 or was it prepared in 2017 at the time that you were involved in negotiations over the matrimonial settlement?---I don't believe it was prepared in 2017, but I can't recall with great certainty when it was prepared.

So you can't say yes or no to that?---No, I can't.

I just want to understand this. Mr Nehme, although he wasn't a particular friend of yours - sorry, are you now saying he was a friend or he wasn't a friend at this time?---Look, on reflection and because I haven't had contact with Mr Nehme for a long time, I think he was a friend and certainly if he wasn't a friend I don't think he would have been prepared to lend me what is a substantial amount of money. So, he certainly was a friend. But, again, I haven't spoken to him for over 12 months because of my circumstances.

And how was it that it came to Mr Nehme? What was it about Mr Nehme? Your only association with him from what you tell me had been an association which was built on him coming to you about his problems with Casey Council. Is that the situation, that was the thrust of the association you had?---Initially he was introduced to me just as someone that I could consider to be a valuable part of my wider network of friends and associates and potential, you

02:44:20PM
02:44:28PM
02:44:30PM
02:44:33PM
02:44:38PM
02:44:38PM
02:44:44PM
02:44:50PM
02:44:56PM
02:45:00PM
02:45:01PM
02:45:31PM
02:45:35PM
02:45:38PM
02:45:41PM
02:45:45PM
02:45:54PM
02:45:56PM
02:45:59PM
02:46:05PM
02:46:08PM
02:46:11PM
02:46:20PM
02:46:23PM
02:46:29PM
02:46:34PM
02:46:39PM
02:46:45PM
02:46:51PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

know, business opportunity partners. And then he did discuss with me the issues that he was having with the property in council and all I did was act as a mediator or a go-between between him and the council officers to try and resolve those problems.

And did you have any other common interests with him other than that?---I don't believe so, no. Can I just make one thing in relation to the relationship clear. In reading the transcripts from 2 October last year, I did indicate that I knew Mr Nehme from 2007, but that is actually incorrect and I may have had him confused with another person that I may have met in a similar year or in the same year. The evidence that I gave today about meeting Mr Nehme around 2013 was actually the correct information. I was actually surprised to read in the transcripts that I had indicated that I met him some six years earlier, because I didn't.

All right. So he's a man in any event who has just achieved the goal that he had been pursuing for years, and that is getting to purchase what he saw as a prize piece of property from the council, and you had been assisting him in that regard. Was it because of the fact that he had recently achieved that goal that you thought that he might be somebody who would be good to approach to see whether he would lend you some money?---No, if that was my thinking, then he would be the last person that I would approach to ask for a loan. I did not assist him to buy the property. I assisted him to resolve his issues with council in relation to the rent, and the property was offered for sale on the open market through a competitive

02:46:56PM
02:47:02PM
02:47:05PM
02:47:10PM
02:47:13PM
02:47:16PM
02:47:20PM
02:47:32PM
02:47:37PM
02:47:43PM
02:47:51PM
02:47:55PM
02:48:02PM
02:48:05PM
02:48:10PM
02:48:14PM
02:48:20PM
02:48:27PM
02:48:32PM
02:48:35PM
02:48:40PM
02:48:47PM
02:48:53PM
02:48:57PM
02:49:01PM
02:49:04PM
02:49:10PM
02:49:17PM
02:49:20PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

tendering process in which he had to compete like everybody else. And like I said to you, Mr Tovey, it was sold at a valuation that was some \$4 million above the sworn valuation that we obtained from the person who did the property report, and so the residents of the City of Casey benefited greatly from the proceeds.

So in any event you saw - we're now at the point where you agree you saw your relationship with him as a relationship relating to his wish to sell that property. Sorry, his wish to purchase that property?---No, I saw my relationship with him as any relationship between a councillor and one of their constituents, and a constituent that I had developed over time a friendship with. As simple as that.

But you have indicated that the only joint interest you had was the sale of the property?---Not the sale of the property, but the fact that he was making representations to me about issues he wanted to resolve with the rental of it.

All right. So, out of the blue you say to him, 'I'm in dire financial trouble and I need \$230,000'; is that right?---We had a couple of discussions. It wasn't out of the blue. And I caught up with him for a coffee on one occasion and I spoke to him about some of the issues that I was confronting and some of the concerns I had with my financial situation. And then the other time I did go to his place, his property, his residence, and I spoke to him about those issues. It was a continuation of the discussion and I said, 'Look, I don't want to, you know, put any pressure on you, but I would like to find a

02:49:23PM
02:49:26PM
02:49:29PM
02:49:35PM
02:49:37PM
02:49:42PM
02:49:46PM
02:49:50PM
02:49:54PM
02:49:59PM
02:50:03PM
02:50:06PM
02:50:09PM
02:50:12PM
02:50:14PM
02:50:18PM
02:50:21PM
02:50:24PM
02:50:31PM
02:50:37PM
02:50:48PM
02:50:51PM
02:50:56PM
02:51:00PM
02:51:05PM
02:51:07PM
02:51:12PM
02:51:15PM
02:51:20PM

1 private borrower who is prepared to lend me money for 02:51:24PM
2 \$230,000, 240,000 to resolve those issues and I believe I 02:51:28PM
3 can pay it back in six months,' and then he said, 'Yes, 02:51:35PM
4 I'm happy to do that.' And then I said 'okay' - - - 02:51:38PM
5 The thing is he didn't have the money, did he?---No, the money 02:51:42PM
6 came from his account. 02:51:44PM
7 Well, he must have said to you, 'Well, look, I haven't got 02:51:46PM
8 money, but because it's you, Mr Aziz, I'll find it,' and 02:51:51PM
9 in fact the money was paid in tranches in September, 02:52:00PM
10 October, November - sorry, two payments in November; is 02:52:04PM
11 that right?---Sorry, my knowledge of Mr Nehme is that he's 02:52:08PM
12 a very wealthy man and it's actually a small amount of 02:52:13PM
13 money for him. So he paid it to me that way because he 02:52:15PM
14 explained to me that if he paid it all at once there would 02:52:20PM
15 be issues affecting his cash flow. I don't understand 02:52:23PM
16 what his business dealings are. I don't understand what 02:52:25PM
17 pressures exist on his company. But I accepted that and 02:52:28PM
18 I said, 'That's fine. I'm happy for you to pay us in 02:52:31PM
19 instalments and we'll pay you back with the interest 02:52:35PM
20 agreed within six to nine months.' 02:52:38PM
21 So he can't pay you the money initially because it would cause 02:52:40PM
22 him cash flow problems. So it takes some three and a half 02:52:49PM
23 months for him to actually cobble together quarter of a 02:52:55PM
24 million dollars. Is that right?---They're the 02:52:58PM
25 arrangements he gave me. I mean, I was in no position 02:53:04PM
26 to - - - 02:53:09PM
27 So the situation is he offers you a loan of a quarter of a 02:53:09PM
28 million dollars in circumstances where at that particular 02:53:13PM
29 point in time he doesn't even have the capacity to lend it 02:53:18PM

1 to you immediately. Why was that?---I have no idea and 02:53:23PM
2 I didn't ask him. 02:53:28PM
3 COMMISSIONER: Now, Mr Aziz, can you be clear. How long did it 02:53:30PM
4 take him from the time that you said to him, 'I don't want 02:53:35PM
5 to put any pressure on you, but can you lend me the 02:53:39PM
6 money,' how long did it take him before he actually 02:53:43PM
7 commenced making some of these loan payments to 02:53:46PM
8 you?---Commissioner, I didn't actually say to him, 02:53:52PM
9 'I don't want to put pressure on you.' I said, 'I don't 02:53:54PM
10 want it necessarily to come from you,' and he said, 'No, 02:53:58PM
11 I'm happy to do it.' And I think it was some matter of 02:54:02PM
12 days between the final discussion and when the first 02:54:06PM
13 instalment arrived in late December, I think. 02:54:07PM
14 I'm sorry, it was how long?---A matter of days, but I can't 02:54:11PM
15 recall how many days exactly. 02:54:16PM
16 So you didn't say to him - I'm quite certain you said a few 02:54:19PM
17 moments ago that you commenced your conversation with him 02:54:24PM
18 by saying, 'I don't want to put pressure on you.' You 02:54:26PM
19 didn't say anything about pressure?---No, I said to him, 02:54:31PM
20 'I'm looking for a private borrower to borrow this amount 02:54:34PM
21 of money from and I only need it for a period of six 02:54:36PM
22 months. Is there anyone that you can think about?' And 02:54:38PM
23 he said, 'I'm happy to do it.' It was at that moment 02:54:43PM
24 I said, 'I don't want it to be you and, you know, 02:54:46PM
25 certainly no pressure that it had to be you because I know 02:54:49PM
26 you've got a wide circle of networks and associates that 02:54:53PM
27 would have access to this kind of capital,' and he said, 02:54:57PM
28 'No, I'm happy to do it to help you out, as long as it's 02:55:01PM
29 paid within six to nine months.' 02:55:05PM

1 MR TOVEY: Did you correspond with him in any way or was this 02:55:08PM
2 all just verbal?---It was verbal. It was a discussion at 02:55:12PM
3 that time between two friends. 02:55:19PM
4 So there's no existing email or note or calculation as to what 02:55:21PM
5 arrangements were reached between you, other than some 02:55:27PM
6 document that was produced some time within the next 02:55:31PM
7 year?---I can't recall, Mr Tovey, but I don't believe 02:55:35PM
8 I corresponded with him. 02:55:40PM
9 Did you give him - I mean, if this is happening as a friend, 02:55:41PM
10 did he demand that you give him precise details of what 02:55:47PM
11 you owed to whom or was it simply on the basis of you 02:55:52PM
12 telling him that, 'Look, I need money for several 02:55:56PM
13 purposes'?---I gave him the precise details and he also 02:56:03PM
14 suggested to me at the time a real estate agent that could 02:56:06PM
15 assist me in finding the property that we were looking to 02:56:10PM
16 move into upon the sale of the matrimonial home in 02:56:13PM
17 90 Moondarra Drive. So I did explain to him that I wanted 02:56:20PM
18 to have the financial liquidity to be able to make an 02:56:23PM
19 offer and purchase that property before Moondarra Drive 02:56:26PM
20 sells, and I said I had several pressures such as the 02:56:31PM
21 balloon payments, such as losses incurred as a result of 02:56:34PM
22 share trading, and that has exhausted some of the mortgage 02:56:38PM
23 which we use as a line of credit on our residential 02:56:41PM
24 property. I did explain all that to him. 02:56:44PM
25 I'm asking you did you tell him the precise amounts? Did you 02:56:45PM
26 say, 'Okay, I owe \$105,000 for this and \$212,000 for 02:56:49PM
27 that'?---No. 02:56:57PM
28 (Indistinct)?---No, I did say to him that the mortgage was in 02:56:58PM
29 the vicinity of 200 or 210 and there was another few 02:57:02PM

1 thousand dollars that needed to be covered off other 02:57:09PM
2 commitments and other liabilities. 02:57:12PM
3 Sorry, what did you tell him again? Just tell me what you just 02:57:15PM
4 said?---I told him that the mortgage had \$200,000 drawn 02:57:18PM
5 out of it or \$210,000. 02:57:23PM
6 Yes?---And that there were a few other thousand dollar 02:57:25PM
7 liabilities that also needed to be paid off. 02:57:30PM
8 A few other thousand dollar liabilities, yes?---Such as credit 02:57:33PM
9 cards and things and another mortgage that had payments 02:57:39PM
10 not made, and I said I wanted to make sure that our credit 02:57:42PM
11 position was as healthy as possible if we're going to make 02:57:45PM
12 an offer on another property before we sell our current 02:57:49PM
13 one, and this is why I needed the short-term borrowing. 02:57:52PM
14 Now, in the end none of that eventuated and the loan was 02:57:56PM
15 just paid back at the earliest opportunity I had. 02:57:59PM
16 Sorry, what didn't eventuate?---We didn't end up buying the 02:58:04PM
17 property that we wanted to buy because we separated. 02:58:08PM
18 So what you were wanting to do was pay down your mortgages and 02:58:12PM
19 your credit cards so you would be in a position to buy a 02:58:19PM
20 new property; is that what you told him?---A new 02:58:25PM
21 residential property that we could buy and settle on 02:58:30PM
22 before we sold our house because we did not like the idea 02:58:34PM
23 of actually moving the kids twice by selling the house 02:58:38PM
24 first and then buying the second property. We wanted to 02:58:44PM
25 buy the second property and then sell the first property 02:58:48PM
26 to pay for the second property and have a bit of money 02:58:51PM
27 left over. 02:58:53PM
28 Anyway, you've said to him, 'Look, we want to pay it' - so the 02:58:54PM
29 thrust of what you were saying to him in respect of most 02:58:59PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

of the money was, 'Look, we'd really like a quarter of a million dollars to pay down our mortgage commitments so we'll be in a better position to obtain finance for a new home'?---Not to obtain finance, but to actually pay for a new home by using the totality of the money that was available to us in the mortgage, which was close to 500,000, but it had \$200,000 drawn out of it, which means we only had access to 300,000.

Okay. So the situation then was you had drawn down on the mortgage, you needed to beef that back up again so you could draw down on it again to buy a new home; is that basically it?---Correct. And once we sold our existing home, that could pay what would then be a \$500,000 mortgage on that home and we would have money left over to pay back Mr Nehme his loan had that eventuated. But in the end none of that eventuated because separation happened.

Forgive me, but that doesn't seem to have much to do with what you told me previously about this being to pay a balloon payment and the other things that you mentioned. Paying the balloon payment is not going to leave any money available to reduce your mortgage, is it?---But, Mr Tovey, that's exactly what happened and that's exactly what I told you. The mortgage was actually at zero until I had to make \$113,000 balloon payment for the surgery and I had to borrow another 100,000 or so to cover losses that were incurred as a result of share market activity. So it came to \$200,000 in borrowings, up from zero. And so I just needed to scale back that money in the end to have all

02:59:03PM
02:59:09PM
02:59:17PM
02:59:20PM
02:59:26PM
02:59:30PM
02:59:36PM
02:59:40PM
02:59:42PM
02:59:48PM
02:59:55PM
02:59:58PM
03:00:03PM
03:00:07PM
03:00:11PM
03:00:17PM
03:00:20PM
03:00:35PM
03:00:40PM
03:00:43PM
03:00:47PM
03:00:49PM
03:00:54PM
03:00:57PM
03:01:02PM
03:01:06PM
03:01:10PM
03:01:13PM
03:01:19PM

1 that money freely available to me to buy a second 03:01:22PM
2 property. I'm not sure where the inconsistency is. 03:01:26PM
3 He was willing to stretch himself by waiting - by giving you 03:01:33PM
4 money in tranches as the cash became available to him, to 03:01:39PM
5 give you money to buy a property when you already owned 03:01:44PM
6 several properties?---Where did this 'stretch himself' 03:01:51PM
7 come from? I don't know if he stretched himself. 03:01:54PM
8 Perhaps that's me putting an unfair gloss on what you've told 03:01:56PM
9 me. You told me that his cash flow was such that he 03:02:00PM
10 couldn't - he wasn't able to give you the money upfront, 03:02:03PM
11 so he had to do it in tranches; is that right?---He said 03:02:10PM
12 to me that it would affect his cash flow if he gave me the 03:02:13PM
13 entire amount in one lot or one lump sum, so he could try 03:02:17PM
14 and pay it over three separate instalments, and I said, 03:02:23PM
15 'Look, I'm happy with that, and that fits in well with our 03:02:27PM
16 timing.' And when you say I had several properties, yes, 03:02:32PM
17 I did have several properties, but most of them were 03:02:36PM
18 mortgaged to a very, very high rate, so the equity in 03:02:39PM
19 those properties was quite minimal. So, this is why I had 03:02:44PM
20 no other capacity to borrow any more money from anybody 03:02:52PM
21 other than to draw down or to pay down the loan that I had 03:02:55PM
22 taken on my Moondarra Drive property. 03:02:58PM
23 Did you have any - - - 03:03:02PM
24 COMMISSIONER: The answer to the question, Mr Aziz, was 03:03:05PM
25 'yes'?---I'm lost in the question, Commissioner. 03:03:10PM
26 Yes, because you gave such a long answer which had nothing to 03:03:14PM
27 do with the question?---What was the question? 03:03:16PM
28 You don't even remember?---The question - Mr Tovey made certain 03:03:20PM
29 insinuations about Mr Nehme's cash flow and certain 03:03:25PM

1 insinuations about me having the capacity to buy a new 03:03:31PM
2 property even though I had all these other properties, and 03:03:34PM
3 I'm just correcting his understanding because that was the 03:03:37PM
4 only option available to me at the time to achieve what we 03:03:41PM
5 wanted, and I don't know anything about Mr Nehme's cash 03:03:44PM
6 flow. I can only go by what he told me. 03:03:47PM
7 And that's what Mr Tovey was asking you. He told you his cash 03:03:50PM
8 flow situation was such that he couldn't immediately pay 03:03:54PM
9 you that amount?---That's what he told me. 03:03:57PM
10 Yes. So the answer to the question was 'yes'?---Okay. It's 03:04:00PM
11 yes. 03:04:05PM
12 Yes, Mr Tovey. 03:04:09PM
13 MR TOVEY: Could the witness please be shown page 6144 and 03:04:14PM
14 following. Before we do that, Mr Commissioner, if we're 03:04:24PM
15 going to have an afternoon break, now would probably be a 03:04:38PM
16 good time. 03:04:43PM
17 COMMISSIONER: Very good. We'll resume at 3.15. 03:04:43PM
18 (Short adjournment.) 03:04:47PM
19 COMMISSIONER: Yes, Mr Tovey. 03:28:46PM
20 MR TOVEY: Thank you. I want you to have a look at a document 03:29:07PM
21 which I think starts at 6140. This is a document sent 03:29:22PM
22 from yourself to yourself on Sunday, 27 May 2018, so it's 03:30:00PM
23 sent from your BigPond account to your Casey account. So 03:30:14PM
24 are those affidavits that you had been preparing over that 03:30:20PM
25 weekend, or draft affidavits, I should say? If you have a 03:30:23PM
26 look at the documents that then follow. So if you could 03:30:31PM
27 scroll down from there through to, as long as you need, to 03:30:33PM
28 give me an answer. They go through to 6148?---Those were 03:30:41PM
29 affidavits in the form of a template that were given to me 03:30:57PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

by my matrimonial lawyer at the time.

COMMISSIONER: Just read the document at this stage, Mr Aziz, please?---I'm not able to scroll down, Commissioner. I'm trying to. I presume I can scroll down using my mouse, is that correct?

No, you have to wait for the operator to do that?---Okay. Yes. Yes, keep going. I'd be familiar with some of this content.

MR TOVEY: In any event, were they draft affidavits which had been prepared on your instructions?---No. They were prepared on the lawyer's instructions based on what these people wanted to say.

Look, Mr Aziz, let me tell you that the metadata on those documents - you know what metadata is - shows you that you were the author of all of them?---I believe that to be correct because I had to take the content and put it in the format that the lawyer provided me for it to be acceptable by the court.

So you'd drawn them up?---I may not have contributed to the content, but I may have actually cut and paste the content into the format, and the reason I would have emailed them to my council email address is so that they can be printed and can be sworn properly before they're submitted as part of the process, the mediation process.

All right. In any event, one of those documents was a draft affidavit by Mr Nehme; is that right?---Yes.

And that's a document which appears at - excuse me, I've just scrolled off it. 6144. It indicates at paragraph 8 the funds that were deposited; is that right?---Yes.

03:31:00PM
03:31:07PM
03:31:09PM
03:31:12PM
03:31:20PM
03:31:21PM
03:31:49PM
03:31:53PM
03:31:57PM
03:32:00PM
03:32:05PM
03:32:10PM
03:32:21PM
03:32:26PM
03:32:29PM
03:32:34PM
03:32:38PM
03:32:43PM
03:32:48PM
03:32:54PM
03:32:58PM
03:33:02PM
03:33:07PM
03:33:13PM
03:33:19PM
03:33:23PM
03:33:33PM
03:33:41PM
03:34:06PM

1 In that paragraph 7 - let's just go through it. Does that say, 03:34:45PM
2 'In late 2016 the respondent', that's you, 'contacted him 03:34:51PM
3 and advised that you were experiencing some cash flow 03:34:55PM
4 issues in relation to large payments,' and then he goes 03:34:59PM
5 through various payments that you say you had or had to 03:35:01PM
6 make. There was 113,000 which was for the dental surgery 03:35:11PM
7 lease balloon; there was 61,000 for losses on money 03:35:20PM
8 markets, allegedly; and 96,000 in payments that you needed 03:35:26PM
9 to make to a property development you'd undertaken with 03:35:34PM
10 the applicant, that's Ms Armanious, of about \$96,000; is 03:35:39PM
11 that what it says?---Yes. 03:35:47PM
12 Now, you told me before when I was going through with you what 03:35:50PM
13 you'd told him, you hadn't told him any of those numbers, 03:35:55PM
14 according to what you told me before. What you told me 03:35:58PM
15 before was that what you told him was you needed to get 03:36:02PM
16 your mortgage payments down. How is it that these precise 03:36:06PM
17 numbers are going to turn up in his 03:36:09PM
18 affidavits?---Mr Tovey, I gave you a full indication 03:36:13PM
19 before the break that I did have a discussion with him 03:36:15PM
20 about some of the amounts that came out of the mortgage in 03:36:18PM
21 order to fund those commitments. Those amounts of money 03:36:22PM
22 that are mentioned in his affidavit do not surprise me 03:36:25PM
23 because they're accurate and they're true. 03:36:29PM
24 Because the affidavit is a self-serving affidavit in fact being 03:36:31PM
25 prepared by you, I'd suggest?---No, otherwise he wouldn't 03:36:36PM
26 have signed it. He's the one that swore it, not me. 03:36:39PM
27 Then he says, 'I deposited funds' as follows, and we go through 03:36:43PM
28 142,000, 75,000, 15,000. Where's the 21,000?---I don't 03:36:51PM
29 know. Like I said to you, this is an amount that's 03:36:55PM

1 totally foreign and new to me and I didn't know about it 03:36:58PM
2 until you mentioned it to me. 03:37:01PM
3 You asked specifically, according to him, this is in paragraph 03:37:06PM
4 7, that the funds be put in your wife's account and she 03:37:10PM
5 would transfer them to cover what was required and show a 03:37:21PM
6 trail in case something should happen to you. Is that 03:37:25PM
7 what you asked him?---I was (indistinct) him that I needed 03:37:30PM
8 to provide him as much guarantee as possible that the 03:37:38PM
9 money would be secure and would be paid back. 03:37:39PM
10 Then ultimately - we'll just make note of this and we'll come 03:37:51PM
11 back to it later. 'He thanked me' - sorry, I'll just go 03:37:55PM
12 back a couple of paragraphs. 'On 9 May of 2017 he 03:38:08PM
13 contacted me very distressed,' that's you, about your wife 03:38:13PM
14 blocking your bank accounts and taking key documents. 03:38:19PM
15 'He said that he was most concerned about what [your wife] 03:38:27PM
16 might do next and he'd be undertaking the unusual step of 03:38:35PM
17 shutting down joint accounts and unauthorised removal of 03:38:41PM
18 key documents, of withdrawing money in cash to pay the 03:38:47PM
19 loan, but asked the interest could be delayed.' Is that 03:38:51PM
20 right? Is that what you said to him, that 'I'm going to 03:38:57PM
21 withdraw the money in cash now so I can repay the 03:39:00PM
22 loan'?---Yes, I may have said that, but I think I had some 03:39:08PM
23 of the money in cash already. 03:39:12PM
24 What do you mean, may or did? This is an affidavit you are 03:39:16PM
25 putting before the court saying that the money has been 03:39:20PM
26 withdrawn in cash to repay him the 230,000. Now, is that 03:39:23PM
27 what you included in the affidavit?---It's not me. That 03:39:33PM
28 was him swearing - - - 03:39:36PM
29 It's an affidavit you're putting up as the truth in your court 03:39:38PM

1 case, isn't it?---It's an affidavit that he put forward 03:39:41PM
2 that he swore, and withdrawing the money in cash doesn't 03:39:44PM
3 necessarily mean that it was all withdrawn in the one 03:39:48PM
4 instance. It means that over time I had withdrawn it in 03:39:51PM
5 cash and that I wanted to actually pay him to get rid of 03:39:56PM
6 the loan and finish the liability off. 03:39:59PM
7 Look, this is all just part of a total fabrication to defraud 03:40:08PM
8 your wife of \$230,000, is it not? That \$230,000 had been 03:40:14PM
9 paid to you as a bribe?---Absolutely not. That is the 03:40:22PM
10 most ridiculous assertion I've heard so far. 03:40:27PM
11 You were pretending to your wife that it was a loan, but in 03:40:30PM
12 fact it was a bribe. I'll go back to more, Mr Aziz. 03:40:33PM
13 I just want you to understand what we're saying here. 03:40:38PM
14 What we're saying is this: that you withdrew \$600,000 and 03:40:40PM
15 your wife knew you had withdrawn \$600,000; is that 03:40:46PM
16 true?---Yes. 03:40:52PM
17 Your wife also knew that Mr Nehme had paid \$230,000 into her 03:40:52PM
18 account; is that right?---Yes. 03:41:05PM
19 All right. So after you paid Mr Woodman \$600,000, you came up 03:41:07PM
20 with the idea that there should be a separate and 03:41:18PM
21 different agreement reflecting a loan of only \$370,000 so 03:41:21PM
22 you would cover the \$230,000 that Mr Nehme had in fact 03:41:30PM
23 paid you as a bribe; you agree with that?---No, I don't. 03:41:37PM
24 And what you did was you just pretended to your wife that the 03:41:41PM
25 \$230,000 that was missing from the 600,000 was in fact 03:41:47PM
26 money which had been repaid to Nehme, but it wasn't. It 03:41:54PM
27 was never repaid?---Absolutely untrue. 03:41:57PM
28 And this is all a fabrication. Let's get back to what you just 03:41:59PM
29 said to me. I mean, I'll take you to any number of 03:42:03PM

1 fabrications which have occurred in the course of this, 03:42:07PM
2 but we go back to the last paragraph. Perhaps we'll go 03:42:11PM
3 there. It says in paragraph 9, 'On 9th May the respondent 03:42:18PM
4 contacted me and was very distressed' about things being 03:42:24PM
5 blocked. 'He said' - then go to paragraph 10. He told 03:42:32PM
6 you what he might do next and he was going to withdraw the 03:42:39PM
7 money, the 600,000. But on 9 May you'd already withdrawn 03:42:43PM
8 the money. You'd already withdrawn the 600 at that stage. 03:42:47PM
9 So how is it that he's saying this?---I don't know. 03:42:51PM
10 You'll have to ask him. 03:42:55PM
11 Or did you in fact withdraw it on 10 May? Sorry, let's go on 03:42:56PM
12 to paragraph 12. 'He thanked me and we then agreed to 03:43:08PM
13 meet the following Day 10 May' - I apologise, that was in 03:43:14PM
14 fact the day the money was withdrawn - 'at my office and 03:43:19PM
15 the respondent handed me \$230,000 in cash, which he had 03:43:24PM
16 arranged to be withdrawn from the Berwick Westpac branch 03:43:28PM
17 earlier.' Okay? You realise what you just said to me 03:43:37PM
18 five minutes ago about what had transpired in respect of 03:43:43PM
19 where the money came from. In that affidavit which you 03:43:46PM
20 had drawn up you've got the money coming from Westpac 03:43:51PM
21 earlier, which was part of the 600. Why is that?---As 03:43:53PM
22 I explained to you, Mr Tovey, I did not draw up the 03:44:00PM
23 affidavit. All I did was put the affidavit in the format 03:44:03PM
24 provided to me by my lawyer for it to be accepted and 03:44:07PM
25 sworn. And so, to make it easier for the people that were 03:44:10PM
26 providing affidavits for me, I undertook to collate all 03:44:13PM
27 their evidence and put it in the format, and then I've 03:44:17PM
28 also printed it and arranged for a justice of the peace to 03:44:20PM
29 go and visit each of them so they could actually swear the 03:44:23PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

affidavit before the justice of the peace.

Did you tell him that you'd taken the money from the Westpac?---I mentioned to him that I would be making a large withdrawal of 600,000, but I don't know if he recorded accurately what I had said to him. You would have to ask him.

Where did this business about you telling him that you'd arranged to withdraw the money from Berwick Westpac earlier come from?---Obviously because I mentioned it to him.

COMMISSIONER: Mr Aziz, isn't that what Mr Nehme is going to swear to in the affidavit which you forwarded? Isn't that precisely what you swore on oath to the Commission in your private examination last year?---I recall describing the arrangements and what happened, yes.

I've asked you to read that transcript. Did you over the luncheon break?---Sir, with all due respect, we only had 45 - - -

No, no, it's a simple question. Either you did or you didn't?---I had a very quick glance over it in the time that was available .

And, Mr Aziz, let me just remind you what you said on oath last year. In relation to the \$600,000 that was initially in the first loan agreement said to have gone to Mr Woodman by way of an investment or loan, you told the Commission on oath that you did not give Mr Woodman 600,000, you only gave him 370,000. Is that correct?---Yes.

That's what you swore on oath?---Last year, yes.

And that was false, wasn't it?---Commissioner, with all due

03:44:26PM
03:44:29PM
03:44:34PM
03:44:37PM
03:44:39PM
03:44:42PM
03:44:43PM
03:44:46PM
03:44:49PM
03:44:56PM
03:45:00PM
03:45:07PM
03:45:14PM
03:45:19PM
03:45:27PM
03:45:30PM
03:45:33PM
03:45:40PM
03:45:41PM
03:45:44PM
03:45:47PM
03:45:48PM
03:45:54PM
03:46:03PM
03:46:07PM
03:46:15PM
03:46:22PM
03:46:29PM
03:46:33PM

1 respect, I explained to you why I said that yesterday. 03:46:39PM
2 You may have explained it. I'm not interested so much in your 03:46:43PM
3 explanation as getting clarification that what you told 03:46:47PM
4 the Commission was false?---What I gave Mr Woodman 03:46:51PM
5 eventually was \$600,000, and that's what I got back from 03:46:56PM
6 him - - - 03:47:00PM
7 That is not what you swore to last year?---Yes. Last year when 03:47:01PM
8 I was asked to give testimony to the Commission you 03:47:06PM
9 demanded that I attend upon an hour's notice and I did not 03:47:11PM
10 get a chance to get legal advice or legal representation, 03:47:15PM
11 and all my mind was thinking was that I needed to 03:47:19PM
12 basically convey to you the same information that was 03:47:22PM
13 accepted at my divorce proceeding. So I did not attempt 03:47:26PM
14 to mislead the Commission. I said I could provide the 03:47:29PM
15 same information that had been accepted in the previous 03:47:32PM
16 process. 03:47:35PM
17 Not only - not only, Mr Aziz, did you swear repeatedly during 03:47:36PM
18 the course of the examination that you only paid 03:47:43PM
19 Mr Woodman 370,000, but you provided to the Commission 03:47:50PM
20 your explanation of what you did with the balance of the 03:47:58PM
21 600,000, namely 230,000. Do you recall the explanation 03:48:01PM
22 you provided to the Commission was that you kept that 03:48:09PM
23 230,000 because you needed to pay Mr Nehme? Do you recall 03:48:14PM
24 that you gave that evidence?---I recall saying that I had 03:48:23PM
25 to pay Mr Nehme his money back and, yes, now that you 03:48:26PM
26 mention it I do recall that I said it was part of the 03:48:32PM
27 money that was withdrawn from the Westpac branch. 03:48:34PM
28 You said as to the 230,000, 'That's why I retained the 03:48:37PM
29 230,000,' that's of the 600,000, 'because I knew that was 03:48:44PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

a liability that I would have to pay and that's why I didn't want to invest the whole 600,000 and that's why there needed to be a second agreement for the investment of only 370,000, because I didn't want to put at risk the 230,000 when that was really not my money.' Now, that was just a plain untruth, wasn't it?---It was a consideration that didn't materialise, Commissioner, not me telling you something which is untrue. I simply wanted to convey to you the same information again that was accepted at the divorce mediation hearing.

But you constantly confuse your motive for wanting to provide the same story to me as you did to the Family Court with the question whether what you were saying was true. Yes, you told the same false story to the Commission as you did to the Family Court?---I don't believe it was a false story. I believe it was part of the negotiation strategy in order to settle the mediation. Now, Mr Tovey just accused me a minute ago of trying to defraud my wife, my ex-wife rather, and I did explain to you that the split of assets was an 80/20 split in her favour.

Mr Aziz, I'm really not interested in your motives for why you did what you did with your ex-wife. What I am concerned about is that you gave the most blatantly false account to the Commission of what you actually paid Mr Woodman and that you sought to cover up the fact that you received \$230,000 from Mr Nehme, which you did not repay him out of that 600,000, and Mr Tovey now is trying to pursue with you the question: how did you come to repay Mr Nehme? Because it wasn't from that 600,000, was it? You had left

03:48:48PM
03:48:52PM
03:48:57PM
03:49:00PM
03:49:06PM
03:49:11PM
03:49:17PM
03:49:22PM
03:49:26PM
03:49:30PM
03:49:32PM
03:49:39PM
03:49:46PM
03:49:51PM
03:49:55PM
03:49:59PM
03:50:03PM
03:50:07PM
03:50:12PM
03:50:17PM
03:50:22PM
03:50:26PM
03:50:30PM
03:50:37PM
03:50:43PM
03:50:48PM
03:50:54PM
03:51:00PM
03:51:05PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

the whole 600,000 with Mr Woodman?---Yes, and if Mr Tovey had followed the financial trail he would know that I had paid back the 200,000-odd that was on the Moondarra Drive mortgage and then by the time this debt came to be settled I withdraw that money again, and so that's where Mr Nehme's repayments largely came from. But when he's levelling accusations at me that this was not a real loan and it's a bribe, which I emphatically reject, and then he accuses me of trying to defraud my former wife, which I emphatically reject, you know, I'm trying to answer your questions to the best of my ability and all I get is false accusations based on not understanding what actually occurred.

With great respect, Mr Aziz, I don't believe you're trying to answer these questions honestly. Yes, Mr Tovey.

MR TOVEY: When you got the payments from - sorry, when you got the deposits into the Armanious account from Mr Nehme, you didn't have any doubt that they were a loan?---No, I didn't have any doubt that they were a loan.

Was there any commercial relationship between him and your wife?---I can't comment to that. I'm not aware of that.

Not that you're aware of?---No.

Well, was she a consultant to him?---I don't know. You'll have to ask her. I don't know.

All right. Could you look at 6154. Just go up above that, 6153. That's you sending Nehme on 25 October, that is two days before he pays \$140,000, an invoice for consulting fees. Go over the page, please, 6153, 6154. Okay, Dr Armanious, Ava Maria dental, 24/10/16, \$140,000 for

03:51:09PM
03:51:17PM
03:51:21PM
03:51:28PM
03:51:32PM
03:51:39PM
03:51:43PM
03:51:46PM
03:51:50PM
03:51:54PM
03:51:58PM
03:52:01PM
03:52:04PM
03:52:05PM
03:52:10PM
03:52:21PM
03:52:28PM
03:52:35PM
03:52:41PM
03:52:43PM
03:52:50PM
03:52:54PM
03:52:58PM
03:53:06PM
03:53:08PM
03:53:24PM
03:53:33PM
03:53:40PM
03:53:48PM

1 consulting fees. Do you agree that you sent that 03:53:59PM
2 invoice?---I don't recall that invoice. 03:54:02PM
3 Do you agree that you sent it, now that you've seen it and the 03:54:03PM
4 email to which it's attached?---Obviously if you're 03:54:07PM
5 producing an email from me, then I may have sent it. 03:54:10PM
6 What do you mean you 'may have'? You did, didn't you? Look at 03:54:12PM
7 the email. That's you and that's your wife's - that's an 03:54:16PM
8 invoice in your wife's name. Could you remove your hand 03:54:20PM
9 from your face so I can see what you're saying? Thanks, 03:54:25PM
10 Mr Aziz?---That's not one of the invoices that we would 03:54:28PM
11 produce from the practice. Our invoices look vastly 03:54:33PM
12 different to that. 03:54:38PM
13 Well, that's the invoice that was sent with that email obtained 03:54:39PM
14 from Nehme's computer. What are you doing sending an 03:54:51PM
15 invoice for consulting fees if it was a loan? Didn't you 03:54:57PM
16 know whether it was a loan or a consulting fee, or hadn't 03:55:00PM
17 you worked out that detail at that stage?---It was 03:55:04PM
18 definitely not a consulting fee. It was a loan. 03:55:06PM
19 Why are you sending a false invoice?---I'm not sending a false 03:55:09PM
20 invoice. Like I said, this is not an invoice that would 03:55:14PM
21 be created from our practice. That would not be an 03:55:18PM
22 invoice that would be issued from our practice. 03:55:23PM
23 It's an invoice that you emailed. Where it came from is not to 03:55:26PM
24 the point. You have emailed an invoice for consulting 03:55:30PM
25 fees in circumstances where what you now tell me is that 03:55:35PM
26 there was no consulting fee. Look, Mr Aziz, let's face 03:55:41PM
27 it. If you just think about it, the only possible 03:55:46PM
28 explanation for that was that you were getting paid a 03:55:51PM
29 bribe and you hadn't quite worked through the details of 03:55:55PM

1 how you're going to try to explain it, whether it was 03:55:59PM
2 going to be consulting fees or a loan. That's the only 03:56:03PM
3 possible explanation, isn't it?---Maybe in your mind. But 03:56:07PM
4 in my mind it definitely was not a bribe and - - - 03:56:09PM
5 Well, just - - -?---I don't know if this invoice has been 03:56:13PM
6 altered in any way because it's certainly not an invoice 03:56:15PM
7 produced by us. 03:56:18PM
8 So you deny that that invoice was sent?---I don't believe that 03:56:20PM
9 I've sent - if I would send an invoice to anyone, it would 03:56:27PM
10 be a proper invoice generated under our logo and possibly 03:56:31PM
11 through the practice software. So I don't know how that 03:56:36PM
12 invoice can actually stand any scrutiny. 03:56:40PM
13 Mr Aziz, I've got to tell you that the metadata on the invoice 03:56:44PM
14 shows that you were the author?---I haven't seen the 03:56:51PM
15 metadata, but I'm pretty sure - - - 03:56:56PM
16 I'm just telling you that's what the scientific analysis shows. 03:56:59PM
17 Accept that. You're lying to me, aren't you?---No. 03:57:03PM
18 Why don't you just say so? I mean, you can only hold the tide 03:57:10PM
19 back for so long, Mr Aziz. Isn't it easier just to admit 03:57:17PM
20 that he bribed you for \$250,000 and you've made a belated 03:57:20PM
21 attempt to try and cover up?---Can I ask you what would he 03:57:26PM
22 bribe me for? He had already achieved what he wanted, and 03:57:30PM
23 he achieved it without my intervention. What would he 03:57:34PM
24 bribe me for? 03:57:36PM
25 I think there might be one or two in the community who might 03:57:38PM
26 see that as a thank you for your intervening on his 03:57:42PM
27 behalf. 03:57:51PM
28 COMMISSIONER: I don't think this is helpful, Mr Tovey. 03:57:51PM
29 MR TOVEY: Yes. What I want you to do, though, is just to 03:57:53PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

address, if you might, the fact that you are the author of
that document that you see on the screen. You've said
that you cannot think of any reason, any logical reason
why you would have prepared such a document. What I'm
suggesting to you is that the only reason you might have
prepared such a document if there was no consultancy is
that the whole thing was a sham?---I can't recall the
circumstances surrounding the creation of these documents.
But I make my statement again, that is not an invoice that
we would send and, secondly, if it was sent by me, then it
may have been requested by Mr Nehme for his own accounting
purposes rather than as a cover-up for me as you suggest.
I did not have any involvement in the sale of the
Lifestyle Centre. I told you that process was kept
totally at arm's length from all the councillors. And why
would he send me thank you money some months after he had
been confirmed as the buyer through a competitive
tendering process where he paid \$4 million above the
valuation price to the City of Casey? I don't understand
it. I don't - - -
Mr Aziz, I'm not concerned about whether you understand it or
whether you don't. I just want to know what
happened?---If I - - -
What I'm suggesting to you is pretty simple. You understand
the thrust of what I'm putting. You can only be sending
him a false invoice - you agree that that's a false
invoice created by you?---It might have been an invoice
requested by him to cover the expense that he had just
incurred on his side. I can't recall the circumstances,

03:57:56PM
03:58:01PM
03:58:07PM
03:58:11PM
03:58:15PM
03:58:19PM
03:58:23PM
03:58:29PM
03:58:32PM
03:58:37PM
03:58:42PM
03:58:46PM
03:58:50PM
03:58:53PM
03:58:56PM
03:59:00PM
03:59:04PM
03:59:09PM
03:59:14PM
03:59:19PM
03:59:20PM
03:59:24PM
03:59:26PM
03:59:27PM
03:59:33PM
03:59:35PM
03:59:39PM
03:59:43PM
03:59:46PM

1 and I can't recall everything. You're presenting me with 03:59:52PM
2 documentation that is over four years old and I don't 03:59:55PM
3 recall every piece of email or every correspondence I've 03:59:59PM
4 sent to people or even some of the financial arrangements 04:00:03PM
5 I've had with people because there's been so many issues 04:00:06PM
6 in my very complex life. So I don't recall the 04:00:10PM
7 circumstances of this invoice, and for you to describe it 04:00:14PM
8 as a bribe is quite frankly absolutely ludicrous when I've 04:00:20PM
9 had no involvement to play in the process. 04:00:23PM
10 COMMISSIONER: Yes, Mr Tovey. 04:00:26PM
11 MR TOVEY: Thank you. 04:00:28PM
12 COMMISSIONER: Are you tendering that? 04:00:29PM
13 MR TOVEY: I tender that email and attachment. 04:00:30PM
14 COMMISSIONER: Yes. Firstly the email from Mr Aziz to himself 04:00:33PM
15 containing the draft affidavits will be exhibit 266. 04:00:39PM
16 #EXHIBIT 266 - Email from Mr Aziz to himself containing the 04:00:46PM
17 draft affidavits. 04:00:40PM
18 COMMISSIONER: And the invoice of 25 October 2016 for 04:00:48PM
19 consulting fees will be exhibit 267. 04:00:53PM
20 #EXHIBIT 267 - Invoice of 25/10/16 for consulting fees. 04:00:58PM
21 WITNESS: Can I ask a question, please, Commissioner? 04:01:10PM
22 COMMISSIONER: At the end, unless it's in relation to an answer 04:01:13PM
23 you've just given?---It is. 04:01:16PM
24 Yes, very well?---When you showed me that invoice for apparent 04:01:20PM
25 consulting of \$140,000, were there other invoices for the 04:01:25PM
26 rest of the amounts that he transferred to me? 04:01:28PM
27 COMMISSIONER: I don't know if Counsel Assisting are able to 04:01:34PM
28 answer that. 04:01:37PM
29 MR TOVEY: I'm not going to be interrogated by the witness, 04:01:37PM

1 Mr Commissioner. If there are other invoices, it may be 04:01:40PM
2 that they will be matters that will be put to the witness 04:01:43PM
3 in due course. 04:01:48PM
4 WITNESS: Sir, can I just say that is not an acceptable answer, 04:01:52PM
5 with all due respect, because why would I send one invoice 04:01:55PM
6 for \$140,000 and not other invoices for \$75,000 or \$15,000 04:01:58PM
7 if I was trying to cover up, as Mr Tovey ludicrously 04:02:04PM
8 suggested about two minutes ago? I'm asking a question. 04:02:08PM
9 I'm not trying to interrogate him. 04:02:13PM
10 COMMISSIONER: You've made your point, Mr Aziz. Yes, Mr Tovey. 04:02:15PM
11 MR TOVEY: Could the witness please be shown document 6138. 04:02:21PM
12 That's a document which claims to have been executed on 04:02:52PM
13 1 October 2016 where Mr Nehme indicates - addressed to you 04:02:56PM
14 - refers to meeting you last week and speaks about a 04:03:08PM
15 short-term loan and he says, 'I am able to transfer funds 04:03:12PM
16 in the following manner: 27 October \$140,000; 15 November 04:03:21PM
17 \$75,000; and 25 November \$15,000. Total \$230,000.' Is 04:03:31PM
18 that right? And he wants the funds returned no later than 04:03:47PM
19 14 May 2017, at which point he requires a one-off payment 04:03:55PM
20 of \$10,000, and signed by you. Now, that's the document 04:04:01PM
21 which you say you can't recall whether it was prepared in 04:04:09PM
22 October 16 or some time up to a year later?---Yes, that's 04:04:12PM
23 correct. 04:04:20PM
24 All right. 04:04:20PM
25 COMMISSIONER: Is that the only document, Mr Aziz, that you're 04:04:23PM
26 aware of that evidences the financial arrangement between 04:04:25PM
27 you and Mr Nehme?---As far as I'm aware, Commissioner, 04:04:30PM
28 yes. 04:04:35PM
29 So there's no provision in the document for repayment of the 04:04:35PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

balance of the loan?---I'm not sure I understand,
Commissioner. I think he required the payment to be made
within six months, the whole lot, plus the \$10,000
interest.

MR TOVEY: I think, Mr Commissioner, he wants the funds repaid
by 14 May 2017. So, in any event, this is a document
which you might have signed about the time that the Family
Court negotiation was in prospect, just to prove that
there had been a loan in the first place?---I don't recall
that, and when you say the metadata on it reflects that
that was the date, I'm not sure if the metadata shows if
amendments were made to the documents on certain dates,
when it was created. I don't understand - - -

I haven't said anything to you about the metadata at this
stage. Before I showed you that document earlier in
evidence you had told me that there was an agreement.
That is the agreement. And you have previously told me
that you couldn't remember when it was executed and it
might have been in 2016 or some time in 2017. That was
your previous evidence, without me referring to any
metadata on this. Do you want to change that?---No,
because I'm absolutely confident that without showing me
this document you referred to it and said that it looked
like it had been created 'around the time of your
settlement', either yesterday or today. Possibly
yesterday. I'm absolutely confident that you mentioned
this to me.

Mr Aziz, was it the case that you have given evidence that this
document was created - sorry, was brought into existence

04:04:40PM
04:04:48PM
04:04:51PM
04:04:56PM
04:05:01PM
04:05:05PM
04:05:12PM
04:05:19PM
04:05:23PM
04:05:29PM
04:05:36PM
04:05:39PM
04:05:41PM
04:05:43PM
04:05:47PM
04:05:49PM
04:05:55PM
04:05:58PM
04:06:01PM
04:06:08PM
04:06:12PM
04:06:16PM
04:06:19PM
04:06:21PM
04:06:23PM
04:06:28PM
04:06:33PM
04:06:33PM
04:06:41PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

at some time within a year? I'm not asking you about the
metadata on it or anything else. I'm just asking you what
your recollection is, and I thought that was your evidence
previously?---I may have said that. I can't recall.
Well, is that the case? Do you recall signing this document at
the time that you got the agreement?---I don't recall the
specific timing when I signed it.
All right. Why doesn't that document refer to the
\$21,000?---I don't know. I've answered you that question
before. The \$21,000 is a total mystery to me.
How could you have a document recording a loan, a document
dated 1 October, when you're sending an invoice for
consulting fees on 25 October?---Again, I don't know about
that invoice and the circumstances under which Mr Nehme
may have requested it, whether or not it was even sent in
this format by me to him, because that's not an invoice
that I would normally create coming out of our dental
practice. So, I don't know, and he may have actually
needed that invoice to enable the release of the money
from one or more of his companies to us, which would then
act as the first instalment in the loan. I can't remember
the circumstances or why he requested it of me at the
time.
If you look at the transfers that are referred to there, that
exactly reflects the transfers which ultimately took
place. You've told us that Mr Nehme was going to give you
a total of \$230,000 as his cash flow allowed; is that the
case?---That's what he explained to me at the time, yes.
How is it that in anticipation on 1 October he would be in a

04:06:49PM
04:06:54PM
04:06:57PM
04:07:00PM
04:07:04PM
04:07:09PM
04:07:17PM
04:07:22PM
04:07:27PM
04:07:30PM
04:07:33PM
04:07:40PM
04:07:46PM
04:07:55PM
04:07:58PM
04:08:02PM
04:08:06PM
04:08:09PM
04:08:17PM
04:08:21PM
04:08:26PM
04:08:30PM
04:08:34PM
04:08:35PM
04:08:40PM
04:08:48PM
04:08:54PM
04:09:02PM
04:09:07PM

1 position to have such a fine understanding of precisely on 04:09:13PM
2 what date his cash flow would allow him to make certain 04:09:19PM
3 payments? How would he know that in advance? Do you have 04:09:21PM
4 any idea of that?---I can't answer for him, but most 04:09:26PM
5 business people should know what they're getting in 04:09:29PM
6 advance for the next six months, not just for the next 04:09:31PM
7 month, especially someone of the size of Mr Nehme. 04:09:34PM
8 It's the next document that has the metadata. 04:09:40PM
9 COMMISSIONER: Mr Tovey, this is an undated loan agreement 04:09:49PM
10 between Mr Nehme and - - - 04:09:53PM
11 MR TOVEY: 1st of October. 04:09:57PM
12 COMMISSIONER: Sorry, I couldn't see the date. Thank you. 04:09:58PM
13 MR TOVEY: So I tender that. 04:10:03PM
14 COMMISSIONER: That will be 268. 04:10:04PM
15 #EXHIBIT 268 - Loan agreement between Mr Nehme and Mr Aziz 04:10:10PM
16 dated 01/10/16, court book page 6138. 04:10:10PM
17 MR TOVEY: And the next document is 6139 and that's a document 04:10:11PM
18 of 10 May 2017. That says, 'Dear Sam, thank you for the 04:10:17PM
19 return of the moneys, I hope it assisted you in your 04:10:27PM
20 needs. This letter confirms the return of \$230,000 in 04:10:33PM
21 cash as at the above date. Please note, under your 04:10:42PM
22 current circumstance that you have explained to me, I am 04:10:48PM
23 happy to hold off on the one-off payment of \$10,000 as per 04:10:52PM
24 our agreement dated 1 October 2016.' Now, if you look at 04:10:56PM
25 that, that document gives the appearance that on 10 May 04:11:08PM
26 2017 it is confirming the return of \$230,000 in cash and 04:11:22PM
27 at the same time is advising you that you are relieved of 04:11:34PM
28 the obligation to pay \$10,000 as per your agreement of 04:11:40PM
29 1 October 2016. Do you agree with that?---As I read it, 04:11:46PM

1 yes. 04:11:53PM

2 And when was that document provided to you?---I can't recall, 04:11:54PM

3 Mr Tovey. It's dated 10 May, so it was presumably 04:12:09PM

4 provided to me around that time or provided at another 04:12:14PM

5 time after he had drafted it. 04:12:19PM

6 That receipt wasn't created until 21 July 2017, and in fact it 04:12:21PM

7 was emailed to you on 21 July 2017. Do you agree that 04:12:36PM

8 that was emailed to you on 21 July 2017?---No, I don't, 04:12:51PM

9 because I don't have access to my records to prove it. 04:12:55PM

10 But what I want to say is that - - - 04:12:58PM

11 No, I don't want to go ahead unless you've had the opportunity 04:13:01PM

12 of literally looking at the document. Can you look at 04:13:08PM

13 6155 and 6156, please?---So in the - - - 04:13:12PM

14 So this is 6155, a letter of confirmation. It's headed 'Letter 04:13:23PM

15 of confirmation'?---Can I just ask you something, 04:13:29PM

16 Mr Tovey, very relevant to what we're discussing? Can 04:13:35PM

17 I do that? 04:13:38PM

18 I would just rather you answer the questions, thanks, 04:13:40PM

19 Mr Aziz?---Well, I'm trying - - - 04:13:44PM

20 Unless there's some question you don't understand, then by 04:13:45PM

21 all - - -?---Yes, there is actually. 04:13:49PM

22 All right. What don't you understand?---Well, you've accused 04:13:51PM

23 me of attempting to defraud my wife, and yet this guy 04:13:54PM

24 sends me a receipt of the money he's received on 21 July 04:13:58PM

25 2017, well, well before any divorce proceedings have 04:14:01PM

26 actually taken place, well before mediation had taken 04:14:06PM

27 place. So how could that be? How could I be anticipating 04:14:10PM

28 to defraud her some 10 to 12 months out from the time that 04:14:14PM

29 we actually had the mediation? I mean, notwithstanding 04:14:19PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

the fact that the receipt was dated 10 May, it was emailed to me a couple of months afterwards. But you've accused me of trying to deliberately defraud my wife, and quite frankly this letter of confirmation proves that your assertion is totally incorrect.

Were you seeking a receipt on 10 May 2017? Look, Mr Aziz, I can't understand where you're coming from. Excuse me, please. But is not 10 May 2017 the very day you gave Mr Woodman \$600,000 which you told people was to hide money from your wife? Isn't that the operation that you were involved in on precisely that day? Yes or no?---No, I emphatically reject that I was trying to hide money from my wife.

COMMISSIONER: Just deal with the timing question, Mr Aziz. Is it the same day?---Commissioner, it's not disputable because you have all the dates. I can't remember, but if - - -

No, no, Mr Aziz, you need to grapple with the question. What's being put to you is this letter of confirmation bears the same date as the date concerning your wife's issues?---Yes, and it's possible that I tried to acquit all matters on that date and that's why Nehme dated that receipt on that date.

MR TOVEY: Because on that date, of all dates, on the date of 10 May 2017 you realised that you wanted to be in a position to be able to demonstrate that some of the \$600,000 that you had just pulled out of the bank went to Mr Nehme. That's the only basis, surely, on which it was on that date that you asked for the receipt. It can't

1 be a coincidence, can it?---I'm floored by your assertion 04:16:37PM
2 that that was the case. I mean, when you say tried to 04:16:45PM
3 hide \$600,000, she very well knew that the money existed 04:16:48PM
4 in one of the accounts - - - 04:16:54PM
5 We're not going to go through all of this again, Mr Aziz. 04:16:55PM
6 I understand from what you've been telling us that your 04:16:58PM
7 wife knew that there was \$600,000 gone from the accounts; 04:17:02PM
8 right?---She also knew we had - - - 04:17:07PM
9 You told her that that money was accounted for in this 04:17:09PM
10 way: that 230 went to Nehme and the rest was there to be 04:17:15PM
11 distributed between you as part of the matrimonial 04:17:18PM
12 negotiation; is that the way it worked?---No, because 04:17:22PM
13 there was also the \$200,000 that was withdrawn out of the 04:17:26PM
14 Moondarra Drive mortgage to cover all these expenses and 04:17:29PM
15 to allow me to give Woodman 600,000 and cover off the 04:17:33PM
16 Nehme loan as well. 04:17:37PM
17 All right. You told her, though, that - you told your wife and 04:17:38PM
18 you maintained in the negotiation that Nehme had been 04:17:45PM
19 repaid \$230,000 from the \$600,000; can you just answer 04:17:50PM
20 that yes or no?---Yes, but I appreciate - - - 04:17:57PM
21 Okay, thank you. All right, let's just move through it. So 04:17:59PM
22 far as your wife's team knows - - -?---Ex-wife, please. 04:18:05PM
23 Of the \$600,000 that they know about, \$230,000 has been used to 04:18:10PM
24 repay Mr Nehme. That's their state of knowledge as you 04:18:18PM
25 understand it; true?---Yes. 04:18:23PM
26 And that is in the context where your wife knew that Nehme had 04:18:27PM
27 paid \$230,000 into her account?---Yes, ex-wife, please. 04:18:36PM
28 Ex-wife. 04:18:44PM
29 And so it was a simple case, was it not, that putting those two 04:18:45PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

things together you said to yourself, 'I will save myself
admitting to assets of \$230,000 by telling her that
I repaid Mr Nehme \$230,000, being the money that she
already knew had gone into her account.' That was your
thinking?---You must have had my mind at the time because
that certainly wasn't my thinking.

And I'd suggest that was your thinking and that was a lie
because you never paid Mr Nehme \$230,000. And indeed this
document is a clear demonstration that it was a total
fabrication, the allegation of repayment. Do you agree
with that or not?---No, I disagree.

I assume you disagree?---Yes, I do.

Do you know when that document was created on 10 July, the day
you got the \$600,000, why was that? Why was the document
fabricated on that day to represent itself as a document
which had been created in May 2017? Why was it fabricated
with your assistance?---It wasn't fabricated, and nothing
with my assistance. You would have to ask Mr Nehme that
question.

The answer is simple, isn't it, Mr Aziz? What you've done is
you have in fact received a corrupt payment in
consideration for your assistance as a councillor to
Mr Nehme, a corrupt payment of \$251,000?---Totally
incorrect, and the removal that I had from the process
proves that in itself. It is a process that you do not
want to understand because you want to incriminate me no
matter what. I had no involvement in the sale process.
There was no corrupt payment from Mr Nehme. And I don't
understand what I would be entitled to a corrupt payment

04:18:52PM
04:19:01PM
04:19:09PM
04:19:15PM
04:19:20PM
04:19:24PM
04:19:25PM
04:19:28PM
04:19:37PM
04:19:41PM
04:19:47PM
04:19:49PM
04:19:51PM
04:19:59PM
04:20:06PM
04:20:10PM
04:20:18PM
04:20:22PM
04:20:26PM
04:20:26PM
04:20:32PM
04:20:38PM
04:20:44PM
04:20:49PM
04:20:53PM
04:20:57PM
04:21:00PM
04:21:04PM
04:21:08PM

1 for in your mind or his, given that I had no bearing or 04:21:12PM
2 influence on who ultimately won the tender to buy that 04:21:16PM
3 property. This is so fanciful it is bordering on the 04:21:21PM
4 ludicrous, and I reject it emphatically. That is 04:21:25PM
5 incorrect. 04:21:29PM
6 Can I just suggest one more thing before we adjourn. You see, 04:21:29PM
7 I suggest to you that you would use from time to time the 04:21:32PM
8 need of certain people to try and achieve results as a 04:21:37PM
9 means to insinuate yourself with those people and get 04:21:42PM
10 monetary payments or other value from them. What you were 04:21:46PM
11 doing, I would suggest, was from time to time just selling 04:21:50PM
12 your influence as a councillor. It wasn't just Nehme. It 04:21:54PM
13 wasn't just Woodman. It was other people as well?---Where 04:21:59PM
14 is my influence in a process that I had no control over 04:22:03PM
15 that was controlled entirely by the staff, not by the 04:22:06PM
16 elected councillors? 04:22:09PM
17 Perhaps you would do me the favour of answering me was that a 04:22:10PM
18 process that you engaged in or wasn't it?---No. 04:22:13PM
19 Selling influence?---How can - what influence did I exercise 04:22:17PM
20 over this process? Absolutely not. 04:22:23PM
21 When I suggested to you the other day and you were offended by 04:22:28PM
22 my suggestion that when you talked about taking over the 04:22:31PM
23 Yarra Ranges Council - - -?---Yes. 04:22:34PM
24 What you were doing, I want to suggest again, was simply 04:22:37PM
25 indicating that you wanted to set up the same corrupt 04:22:42PM
26 arrangement you had at Casey somewhere else so you could 04:22:47PM
27 sell your influence?---Absolutely not, and that was about 04:22:51PM
28 getting a Liberal working majority and a good group of 04:22:55PM
29 community minded and businesspeople elected to that 04:23:00PM

1 council. It had absolutely nothing to do with what you 04:23:02PM
2 are suggesting, and I take offence again today at this 04:23:06PM
3 ridiculous suggestion that that's what I was trying to do. 04:23:09PM
4 You told people that you wanted to control Yarra Council, 04:23:12PM
5 didn't you?---Not control Yarra Council. 04:23:16PM
6 Did you use the word 'control'?---I can't recall. But I did 04:23:19PM
7 talk about achieving the same results in Yarra Ranges as 04:23:24PM
8 we did in Casey, which is having a good council that 04:23:26PM
9 delivers great outcomes for people, and that's exactly 04:23:29PM
10 what happened at Casey. 04:23:32PM
11 Thank you, Mr Commissioner. 04:23:33PM
12 COMMISSIONER: Is that a convenient time? 04:23:36PM
13 MR TOVEY: Would that see out the day? Could I please tender 04:23:38PM
14 6139. What was 6139? 04:23:44PM
15 COMMISSIONER: I think you will want to tender as one document 04:23:48PM
16 the email of 21 July 17, including the receipt of 10 May 04:23:51PM
17 2017 as exhibit 269. 04:23:56PM
18 MR TOVEY: Yes. 04:23:58PM
19 #EXHIBIT 269 - Email of 21/07/17, including the receipt of 04:24:01PM
20 10/05/17. 04:23:56PM
21 COMMISSIONER: There are just two other matters before we 04:24:04PM
22 conclude. Sorry, was there something else, Mr Tovey? 04:24:06PM
23 MR TOVEY: Yes, Mr Commissioner. Could I please ask that there 04:24:09PM
24 be an order made that the suppression order relating to 04:24:16PM
25 the publication of the name Jim Penman be revoked. 04:24:23PM
26 COMMISSIONER: Yes. That's in relation to the evidence that 04:24:29PM
27 Mr Aziz has given about Yarra Ridge? 04:24:32PM
28 MR TOVEY: Yes. Yarra Ranges, yes. 04:24:37PM
29 COMMISSIONER: Sorry, thank you. I'll make that order. Before 04:24:39PM

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29

we adjourn, Mr Aziz, during the course of your evidence
this afternoon you raised some serious matters concerning
the public monitor and also former minister Somyurek. If
you have any information in your possession that would
raise a reasonable suspicion of wrongdoing by either of
those persons you should of course provide the Commission
with that information and the Commission will examine it.
A public hearing, however, is not the place in which those
matters are to be aired. So I suggest to you if you want
to explore that issue by way of a complaint and you have
material that would warrant examination of those issues
you should forward it to the Commission. Do you
understand?---Yes, I do.

Very good. We'll adjourn until 10 am tomorrow morning.

<(THE WITNESS WITHDREW)

ADJOURNED UNTIL WEDNESDAY, 18 NOVEMBER 2020

04:24:43PM
04:24:48PM
04:24:55PM
04:25:04PM
04:25:08PM
04:25:12PM
04:25:17PM
04:25:23PM
04:25:26PM
04:25:30PM
04:25:35PM
04:25:39PM
04:25:42PM
04:25:44PM
04:25:49PM
04:25:51PM