
TRANSCRIPT OF PROCEEDINGS

INDEPENDENT BROAD-BASED ANTI-CORRUPTION COMMISSION

MELBOURNE

THURSDAY, 21 NOVEMBER 2019

(4th day of examinations)

BEFORE THE HONOURABLE ROBERT REDLICH QC

Counsel Assisting: Mr Michael Tovey QC

Ms Amber Harris

OPERATION SANDON INVESTIGATION

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

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1 COMMISSIONER: In relation to exhibits that are tendered
2 following reference being made to them in electronic
3 format, all interested parties and the media may have
4 access to those exhibits, and for future purposes if they
5 wish they may copy those exhibits. Yes, Mr Tovey.

6 MR TOVEY: Thank you, Mr Commissioner. Could Mr Woodman be
7 recalled.

8 COMMISSIONER: Mr Woodman.

9 <JOHN CHARLES WOODMAN, recalled:

10 MR TOVEY: Now, Mr Woodman, I would like to hand to you hard
11 copies of the documents that we were asking you about
12 before we adjourned yesterday. There should be three
13 documents there.

14 COMMISSIONER: Mr Tovey, you may recall the exhibit numbers we
15 gave those documents were 22A was the contract between
16 Lockdee and Aziz for \$370,000 on 10 May 2017; the second,
17 22B, was the same contract with a post-it note.

18 MR TOVEY: Yes.

19 COMMISSIONER: And exhibit 23 was the contract for \$600,000 on
20 10 May between Lockdee and Aziz.

21 MR TOVEY: Thank you, Mr Commissioner. (To witness.) You are
22 familiar with those documents?---Yes, yes.

23 These are documents that were signed at various stages with
24 Mr Aziz?---Yes, sir. This particular one doesn't have a
25 date on it. I'm not sure why, but yes.

26 Perhaps I could just show those to Mr Juebner because we only
27 have - excuse me, Mr Commissioner.

28 COMMISSIONER: Yes.

29 MR TOVEY: Could you just look at the back page of the document

1 starting at page 3729.

2 COMMISSIONER: Which exhibit number is that, Mr Tovey? I think
3 unless we refer to the exhibit numbers we'll have
4 confusion very quickly.

5 MR TOVEY: That's exhibit 23, Your Honour.

6 COMMISSIONER: Thank you.

7 MR TOVEY: That is a document, if you look at page 3734, that
8 provides for an interest rate of 30 per cent; is that
9 correct?---Yes, sir.

10 And if you look at page 3735, under the heading "Repayment
11 date", it's a date which is 12 months?---Yes, sir.

12 That's the term of the agreement, is it?---"'Repayment date'
13 means the earlier of the date which is 12 months from the
14 date of this agreement." Yes, sir.

15 And then if you go to the top of 3737 it's \$600,000; is that
16 right?---Yes, sir.

17 All right. Then if you go to the last page of the document,
18 which is the signature page - could you just leave that
19 document open there. Now, that document, that is the
20 600,000 document, I take it was the first document to be
21 signed?---Yes, sir.

22 And was that signed on 10 May 2017?---Yes, sir.

23 COMMISSIONER: Mr Tovey, that's the date on the document. (To
24 witness.) I think what counsel assisting is asking you is
25 are you satisfied it was in fact signed on that
26 day?---Only as much, Mr Commissioner, that that's the date
27 on this document. But I can't recall what day of the week
28 it was or whether it was 10 May. But I believe it to be
29 around about that time, sir.

1 And you are clear that that was the first document
2 signed?---Yes, sir.
3 Of those three contracts?---Yes, sir.
4 MR TOVEY: And then it was some time later that the \$370,000
5 loan document was signed; I think you've already given us
6 that evidence, haven't you? This is when you had gone
7 overseas and you were contacted and Mr Aziz had told you
8 that he wanted to change the conditions of the
9 contract?---Yes, sir, with one qualification, that the
10 witness on both these documents is the same person and
11 I was not in Australia at the time my understanding is of
12 the second document.
13 Were both of them signed on the same day? Did you have two
14 versions of the - forget how they are dated. Were there
15 two versions of the document signed on the same day with
16 the same witness?---I'm not able to answer that, sir.
17 I believe either two or three. I'm not 100 per cent sure,
18 sir.
19 I'm sorry, when you say you "believe either two or
20 three"?---Yes, I believe there may have been one for the
21 lawyer, but I might stand to be corrected there, sir.
22 But you understand that one's an agreement relating to an
23 amount of \$600,000?---Yes, sir.
24 Two other versions of the contract are versions which relate to
25 \$370,000?---Yes, sir.
26 Now, what I'm asking you is both these documents were signed
27 individually?---I don't believe the 370,000 document was
28 signed by myself. The only reason I say that, sir, is
29 because the witness to both these documents is the same

1 person and I was overseas at the time.

2 I can understand that there might have been - - -

3 COMMISSIONER: Forgive me, Mr Tovey. (To witness.) What do
4 you mean "at the time"? What time are you talking about
5 now?---My understanding is that the \$370,000 document was
6 a document that was produced while I was overseas, sir.
7 Right. Roughly when was that? Was that some time in what
8 month?---I can't precisely tell you, sir. June, I think.
9 June. But I can find that date for you, sir.

10 But it purports to bear the same date as the first
11 contract?---Yes.

12 Does that mean it was backdated?---I believe that the - I can
13 only think, looking at the writing, that they used the
14 same page on both documents, if that makes sense, sir.
15 But if it was executed at a later point of time then the date
16 on the contract is not the date on which it was
17 executed?---Yes, sir. I guess my point is, sir, that the
18 signature page on the second document, I don't believe
19 I actually executed that because that was - the witness
20 there is the same witness as the first document.

21 Yes?---And he wasn't travelling with me.

22 I follow that?---Yes.

23 So does that suggest to you that that page from the first
24 contract was lifted out and attached to the
25 second?---I believe so, sir.

26 Yes.

27 MR TOVEY: It might appear that way on the face of it, but if
28 you look carefully I'd suggest to you that - if you look
29 at page 3747 of exhibit 23 and compare that with page 3996

1 of the previous exhibit, which is exhibit 22B, there are
2 in fact subtle differences to the signature pages. If you
3 look, for instance, at the witness's signature and the
4 relationship that that signature bears to the line under
5 it, it would seem the signature is in a slightly lower
6 position in exhibit 22B than it is in exhibit 23, isn't
7 it?---Yes, sir.

8 And if you look at your signature there are some subtle
9 differences as well. So if you look at the words under
10 your signature, "Print full name", you will see that the
11 loop of your signature is in fact different, isn't
12 it?---Yes, sir.

13 So you must have executed this independently of the first
14 document. Perhaps you did that when you got
15 back?---I don't believe so, sir, but you are correct it is
16 different - similar but different, yes.

17 I'm not blaming you for coming to that conclusion. That's the
18 way it looks when you first look at it?---Yes.

19 Who's the witness?---It's my driver, Abdul.

20 COMMISSIONER: What's his surname?

21 MR TOVEY: What's his surname?---Now, I'm terribly sorry, sir,

22 I can find that for you but it's - - -

23 Your driver wasn't overseas with you, was he?---No, sir.

24 So it would have been the case, would it not, that either that
25 signature page was scanned and sent to you for signature
26 while you were overseas or you signed it when you got
27 back?---Yes, sir, I can't answer that question.

28 Either way, it was signed, as you have already indicated, at a
29 time some weeks or months after 10 May of 2017?---I can't

1 answer that, sir. I'm not sure that there wasn't more
2 than one document signed at the time of execution of the
3 600,000.

4 If you look at exhibit 22B, you'll see the notation "Revised
5 contract sent to Sam Aziz on 30 June"; that's the post-it
6 note at page 3978 which is the front of that
7 agreement?---Yes, and, sir, I'm not aware of the
8 handwriting, sir.

9 In any event, so far as you can recall it may well be that you
10 had two different versions of this document signed on the
11 same day some time after 10 May 2017?---Yes, sir, or the
12 signature pages on the \$600,000 document could have been
13 used on the 310,000 document.

14 I'm just asking you about your recollection?---I'm not
15 100 per cent clear, sir.

16 It doesn't really matter from your point of view, does it,
17 because on any view the document which related to the
18 \$370,000 loan was a total sham, wasn't it?---Yes. It was
19 an instruction from Mr Aziz to - - -

20 I understand that. Mr Aziz is the one who wanted it?---Yes.
21 But it is a sham?---Yes. Mr Aziz instructed my people, yes,
22 sir.

23 COMMISSIONER: But you signed it, Mr Woodman. You signed the
24 document. So do you understand when you acknowledge that
25 it was a sham you are acknowledging that you were party to
26 it? Do you understand that?---I am, sir, but
27 I wasn't - it has become clearer now that Mr Aziz with his
28 marriage problems, but at the time when I was overseas
29 I wasn't - I cannot recall talking to him about it. It

1 could have been for tax reasons. It's not - isn't clear
2 in my mind, Mr Commissioner, sir. But I realise that it
3 wasn't a document that meant that I was returning part of
4 the 600,000, if that's - that's the best way I could
5 explain it, sir.

6 MR TOVEY: On any view, you knew that of course the amount that
7 had been given to you was 600,000?---Correct, sir.

8 The sham document said \$370,000?---Yes, sir.

9 Now, that might have been done for tax purposes or for Family
10 Court purposes, but the only reason that you would have
11 two documents of that nature is to perpetrate a fraud;
12 true?---Well, at that stage, sir, I wasn't sure why
13 Mr Aziz - as I said before, he didn't explain to me. But
14 if it was the reasons that you have just stated, yes,
15 correct.

16 And what was it about your relationship with Mr Aziz that
17 compelled you to involve yourself in a fraud with
18 him?---Well, as I said, sir, I wasn't sure at the time
19 that I signed this document that, as you have just stated,
20 it was a fraud. Mr Aziz had given me the money to lend
21 and it seemed to me that if he wished to change the
22 document then I didn't believe that it was something that
23 I should go into great detail and question over. Maybe my
24 naivety, sir, but that's the way I looked at it.

25 Could I suggest, Mr Woodman, that in your business life you are
26 anything other than naive. You deal with powerful people
27 in respect of tens, hundreds of millions of dollars worth
28 of things. Now, you are not saying you are financially
29 naive, are you? You couldn't be, could you, surely? You

1 are not saying, are you, that you are financially
2 naive?---I think I said, sir, I didn't question Mr Aziz as
3 to the reasons why he wanted to re-execute this document.
4 I say to you, sir, it may have been my naivety. The man
5 had given me the responsibility of \$600,000 of unsecured
6 funds. He presented a document to our office, my
7 understanding is. I didn't go into great depth as to the
8 reasons for him wanting to change the document.

9 You didn't want those funds, did you?---No, sir.

10 COMMISSIONER: Who was the firm of solicitors, Maddocks - -

11 -?---Yes, sir.

12 Working for?---They were working for myself, sir.

13 They were your solicitors?---Yes, sir.

14 Are they the firm that prepared these documents?---I believe
15 so, sir.

16 Yes. So it wasn't Mr Aziz that presented this to you; you had
17 a document prepared on the basis of instructions that he
18 wanted to change the nature of the contract and you
19 instructed your solicitors accordingly?---Yes, sir, via my
20 office, sir. Not personally but via my office, yes, sir,
21 under the instruction of Mr Aziz, yes, sir.

22 If I have followed the course of your evidence, Mr Woodman,
23 you'd had no personal relationship with Mr Aziz before May
24 2017?---Other than he was a councillor.

25 Yes?---And I knew him to be a senior officer at Customs, sir.

26 Yes. So a person with whom you had no personal previous
27 relationship - - -?---No, sir.

28 Gets you to participate in the signing of a sham contract and
29 you don't ask any questions about it?---I apologise, sir,

1 in naivety. In reflection, it was a poor judgment not to
2 ask more questions, sir.

3 MR TOVEY: Could the witness please be shown page 4239. If you
4 look at that document, that's a shareholder mare
5 nomination agreement. I just want to make sure my
6 understanding of that is right. Is that a nomination
7 agreement which relates to some sort of breeding
8 arrangement?

9 COMMISSIONER: He may want to see more of the document,
10 Mr Tovey.

11 MR TOVEY: Yes. You mightn't know. That's in respect of the
12 horse Prima Facie?---Yes, sir. I've not seen that
13 document before, and I'm unfortunately not familiar with
14 these documents.

15 All right. I will move on. I can take you to a series of
16 communications, sir, relating to deliveries by Ms Wreford
17 to Mr Aziz of those cash payments of \$15,000 per month.
18 But I just might save some time by asking you from time to
19 time was it the case that Ms Wreford would WhatsApp you
20 making arrangements to get the money to give to
21 Mr Aziz?---Yes, sir.

22 And that had happened each month?---Yes, sir.

23 And the money was often referred to as "the package", was it
24 not?---I believe so, sir. My memory, yes, sir.

25 You would use some sort of code word to describe the delivery
26 of the money?---Sir - - -

27 When you were dealing with messages between yourself and
28 Ms Wreford?---I believe we also used the word - I could be
29 corrected, sir. We also used the word "suitcase" from

1 time to time.

2 Yes. So sometimes you would call it a "suitcase"; sometimes
3 you would call it a "package". And the reason you talk
4 about the delivery to him of the "suitcase" or the
5 "package" was because you were using a code for cash?---To
6 be truthful with you, sir, it was more of a jocular
7 interpretation of what had to take place.

8 Yes. But the joke was that it was you knew this was
9 underhanded, clandestine, and that's why you didn't just
10 say, "Take him his \$2,000 cash"?---No, sir,
11 I thought - I thought it was a regular - - -
12 Sorry, his \$15,000 cash, yes?---I thought it was a regular
13 interest payment between myself and Mr Aziz, and the
14 reference to "suitcase" or "package" was a
15 mere - certainly not meant to be a clandestine alternative
16 to the word "cash", sir.

17 So what was it? Why did you say it? Why did you use that
18 expression? I apologise and understand you say it was a
19 joke between you, was it?---Yes. Well, it goes back
20 I guess to the fact that suitcases with cash in it is a
21 most unusual circumstance, as we have discussed, and
22 Ms Wreford and I used that term as a jocular term.
23 I could have used "cash". We both knew what it was. It
24 was an interest payment. There was a signed contract.
25 There was an understanding between Mr Aziz and myself.
26 I don't believe that it was meant to be in any shape or
27 form a method of translating what was to take place
28 without the use of the word "cash", sir.

29 So when you and she communicated each other about the delivery

1 of the "suitcase" what you were really talking about was
2 the delivery of an interest payment?---Correct, sir. That
3 is my understanding, sir.

4 When Ms Wreford was paying - was couriering for you later in
5 the period in 2018 and 2019 the \$2,000 top-up on the smart
6 city agreement - you know what I'm talking about?---Yes,
7 sir.

8 Was there any reason for that handing over of the \$2,000 from
9 your perspective to be done in a clandestine
10 way?---I don't believe it was clandestine, sir. I believe
11 that there was - - -

12 Was there any reason for Ms Wreford or Mr Aziz from your
13 perspective to conclude between themselves that they were
14 behaving like drug dealers? I'm simply asking you a
15 question. From your perspective, was there any reason for
16 Ms Wreford and Mr Aziz to be talking at the time of the
17 hand-over of the \$2,000 that they were behaving like drug
18 dealers?---No, sir.

19 Moving on, in December 2017 are you aware that Schutz
20 Consulting on behalf of Wolfdene made application to the
21 Casey Council to delete two conditions relating to a
22 permit which had been imposed on - at the time of the
23 issue of a permit to do the Pavilion Estate development,
24 and those changes were to (a) reduce road reserve widths
25 and (b) to reduce provisions for open space? You were
26 involved in trying to seek that result, were you
27 not?---Yes, sir. Sir, my - yes, sir, my involvement was
28 I had a meeting with the council in relation to the
29 matter, and I believe following that meeting that

1 Ms Schutz on behalf of the client made application for
2 those changes, sir.

3 And the council would only issue the relevant permits on
4 the basis of the existing requirements as to road widths
5 and in respect of open space?---Correct, sir.

6 And then it was a case, was it not, that a short time after
7 that, within a period of a couple of months, the matter
8 was back - sorry, before I do that, the permit was issued
9 after negotiations with council officers?---Yes, sir.

10 Then you took the matter back before council itself, seeking to
11 achieve through council what you couldn't achieve through
12 council officers?---Sir, Ms Schutz was the handler of that
13 particular matter, sir.

14 Yes, but you were paying Ms Schutz?---No, sir.

15 Wasn't she representing you in respect of the Pavilion
16 Estate?---No, sir.

17 Okay. So was Ms Wreford advocating for you in respect of
18 Pavilion Estate matters?---I believe so, sir.

19 COMMISSIONER: So what was your interest, then, in
20 relation - where was the financial gain from you in
21 relation to the Pavilion Estate?---Sir, I was - we were
22 the consulting engineers for the estate.

23 MR TOVEY: Were you to be paid any fee in respect of the
24 successful - in respect of a successful application to
25 change the permit conditions?---No, sir.

26 Is that something in which you took any interest?---Yes, sir.

27 Did you have Ms Wreford making representations or
28 communications - sorry, did you have Ms Wreford
29 communicating with councillors in respect of that

1 issue?---Sir - - -
2 No, a simple "yes" or "no"?---Yes, sir.
3 COMMISSIONER: Who was the principal beneficiary if the terms
4 of the permit were varied to reduce the width of road and
5 to remove some of the open space so that more development
6 could take place?---The landowner, sir.
7 And who was that?---I believe each of the individual
8 land - developments has a different landowner name, but
9 I believe the company, the overarching company, was a
10 company called Blueways.
11 And who were the individuals that stood behind that?---They are
12 Chinese investors, sir. Chinese land developers, sir.
13 MR TOVEY: And did Wolfdene have any interest in Pavilion
14 Estate?---Project management only, sir, from my
15 recollection.
16 COMMISSIONER: What did that mean? If the amount of land that
17 could be developed increased, then the project management
18 fees increased?---That would mean that the - yes, sir.
19 So through Wolfdene you did have a financial interest in that
20 permit being varied?---Sorry, sir, did Wolfdene?
21 Yes. Sorry, you didn't have any interest - - -?---No, no.
22 Just your son?---Yes, sir.
23 MR TOVEY: Right. So, moving along, and again just giving some
24 context to what's going on, so we have just been to
25 December of 2017 and Schutz Consulting on behalf of
26 Wolfdene made the application for variation. You have
27 just agreed with that, that you understood that to be the
28 case?---Sir, I have not seen that application. So I'm
29 assuming what you are saying is correct, sir.

1 All right. Then on 4 January of 2018 Planning Panels Victoria
2 conducted hearings in respect of the C219 issue; is that
3 right?---I'm not that familiar with the dates of that
4 particular application, sir.

5 We will hear more about that later perhaps through Ms Schutz,
6 but at that hearing SCWRAG was represented by counsel.

7 Did you have any involvement in financing SCWRAG so they
8 could employ barristers before the Planning Panels
9 Victoria hearing?---Not that I'm aware of, sir.

10 Ms Schutz appeared for the proponents, that is Leightons and
11 the Kelly family, before Planning Panels Victoria. When
12 I say she appeared, she was the lawyer of record. Did you
13 pay her anything in respect of her involvement in the
14 Planning Panels Victoria hearing?---No, sir. Not that I'm
15 aware of, sir.

16 Okay. In February of 2018 were you party to any attempt by
17 Councillor Ablett to get rid of the CEO of Casey,
18 Mr Tyler?---No, sir.

19 Were you aware of any attempt by Mr Ablett to achieve that
20 aim?---Yes, sir.

21 And what was the nature of your awareness?---He had discussed
22 with me what appeared to be disillusionment that the new
23 civic offices that had been recently opened - that the
24 councillors were confined and restricted to a very small
25 access place, and he indicated to me that he felt that
26 that was inappropriate.

27 You later, I'd suggest to you, congratulated Mr Ablett on his
28 success in getting rid of Mr Tyler?---I'm not familiar
29 with that discussion, sir, but that could very well have

1 happened, yes, sir.

2 COMMISSIONER: Were you pleased to see Mr Tyler go?---Was

3 I close to Mr Tyler?

4 No, no, you personally, were you pleased to see the then CEO of

5 Casey Council leave?---Yes, sir.

6 MR TOVEY: And that was because he, from your perspective,

7 wasn't giving you a fair run? That was the case, was it

8 not, and you discussed it with Mr Ablett?---I felt

9 that - yes, sir.

10 COMMISSIONER: We have heard evidence from Mr Tyler. Mr Tyler

11 in a previous life had been a planner?---Yes.

12 A town planner?---Yes, sir.

13 Although he had been the CEO at Casey for a long time, he had

14 considerable planning experience, did he not?---Yes, sir.

15 And on occasions did you view him as an obstacle to getting

16 through planning issues that you wanted to see

17 implemented?---Yes, sir, but only confined to one that

18 I can recall, sir.

19 Which was that?---That was C219.

20 Yes.

21 MR TOVEY: That's where you were anticipating getting a

22 \$2 million benefit if it did go through?---I think I have

23 attempted to explain that before, sir, that the - - -

24 No, I'm simply asking you did you anticipate getting a

25 \$2 million benefit - - -?---If - - -

26 If C219 went through?---If we were not employed by a new owner

27 of the property after the land was rezoned the contract

28 read that Leightons would pay us 2.5 per cent of the sale

29 value in compensation for not being employed as the

1 surveyors and the engineers on the project.

2 And what was that worth? Two million?---Well, it

3 depended - I believe that they sold the property subject

4 to the rezone for \$80 million. So I think 2.5 per cent

5 was around about \$2 million, sir, yes.

6 But you had a bank guarantee, did you not, in respect of your

7 arrangement?---Yes, we did have a bank guarantee.

8 For how much?---I can't tell you the exact amount, sir, but

9 I - - -

10 It was \$2 million?--Believe it was around about \$2 million,

11 yes, sir.

12 And it was lodged with Maddocks. So the situation was you had

13 a bank guarantee that if you were successful in respect of

14 C219 you get \$2 million?---Yes, sir. Yes, sir.

15 And all this business the other day about you getting some

16 derivative profit, \$2 million being some derivative profit

17 in the hope that you would end up getting work, that was

18 just rubbish, wasn't it?---No, sir.

19 You didn't say anything the other day about a bank guarantee.

20 In fact, I would suggest to you that you were totally

21 dismissive of any suggestion by me that this was a success

22 fee?---Sir, if I may take the time of going through and

23 explaining. When Leightons first employed us it was on

24 the basis that we would complete the engineering,

25 surveying and town planning on the project once the

26 rezoning had occurred, and we were paid a nominal fee to

27 project manage, strategise the rezoning. We were

28 reluctant to sign the agreement on the basis that if they

29 sold there was no guarantee that the new owner would have

1 to novate the particular clause requiring us to complete
2 the engineering and surveying, which was my main objective
3 other than I didn't believe that the piece of land was
4 appropriately located for industrial. After some year
5 into the project Leightons were taken over by a Spanish
6 group, and that Spanish group decided to dispose of a
7 number of parcels, including the Cranbourne West parcel,
8 and at the time of negotiation in relation to the
9 agreement Leightons forced, I would suggest, me to include
10 this 2.5 per cent success fee, as you wish to call it, if
11 for whatever reason we weren't novated as the planners and
12 the surveyors and the engineers for the new owner.

13 COMMISSIONER: But, Mr Woodman, that explanation was entirely
14 unnecessary. It matters not what motivated you or
15 motivated Leighton. What counsel was putting to you was
16 the end result was you had a success fee, even if it was
17 one that you reluctantly entered into?---Yes, sir.

18 MR TOVEY: So over this period of time - when I say "this
19 period of time", that is from October of 2015 onwards to
20 very recently - you were paying \$5,000 a month to
21 Mr Ablett, is that right, in respect of his looking after
22 some of your horses?---I believe that's the agreement we
23 talked about yesterday, sir, that started on 15 February
24 or somewhere around about that day.

25 And was that agreement with you personally or Watsons?---My
26 memory from yesterday, sir, was that Watsons was paying it
27 and I had signed the agreement.

28 All right. So can you indicate - the payments that were made
29 of the \$5,000 sometimes came from Swan Bay Pty Ltd,

1 sometimes from Cordwood, sometimes from Allwood Drafting,
2 sometimes from BWTW Developments, and sometimes from
3 Watsons. Can you explain why it was that the payments
4 were spread around between different companies from time
5 to time other than - was there any explanation for that
6 other than you were trying to make the payments difficult
7 to discover?---I don't believe so, sir.

8 Is there any other reason that you can give me?---No, I can't
9 give any reason. Did you mention, sir, BWTW?

10 Yes?---No, I cannot explain as to why. I don't - - -

11 And you have already told me that none of those companies had
12 the slightest interest in racing, other than Allwood,
13 which was your personal - Allwood was simply a business
14 name which ran your personal account?---Yes, sir.

15 I want to take you to 20 March 2018. On that day Pavilion
16 Estate came before - that is, the Pavilion Estate
17 rearrangement of the permit - the City of Casey for the
18 first time and it was deferred for two weeks; is that your
19 recollection ?---I'm not clear on that position, sir.

20 Did you have Ms Wreford representing you in respect of your
21 interest in the outcome of the Pavilion Estate
22 matter?---I believe that Ms Wreford had been briefed about
23 the - our position or Ms Schutz's position in relation to
24 that particular permit.

25 I thought Ms Wreford worked for you; isn't that what you are
26 saying?---She works for me, sir, but she communicates
27 regularly with Ms Schutz if Ms Schutz is representing a
28 client of ours.

29 Ms Schutz's lobbying company, Hatrim Nominees Pty Ltd,

1 nominates you as their only client in the return of
2 lobbyists; is that your understanding?---I think you said
3 Ms Schutz. Ms Wreford, sir.

4 Sorry, Ms Wreford?---Yes, sir.

5 I apologise. Ms Wreford's company, her lobbying company,
6 Hatrim Nominees, in the return of lobbyists nominates you
7 as - sorry, nominates you or your companies as the only
8 client. Now, was that your understanding?---Yes, sir.

9 All right. Could you look at page 3535, please.

10 COMMISSIONER: What do you suggest this is, Mr Tovey?

11 MR TOVEY: This, Mr Commissioner, is a series of communications
12 on 20 March 2018 between Mr Aziz and Lorraine Wreford on
13 WhatsApp.

14 COMMISSIONER: Thank you.

15 MR TOVEY: If we could just scroll down, please. Stop there.
16 Lorraine Wreford, at 7.41, communicates "WTF!!!", which
17 you would understand to be a communication to Mr Aziz
18 asking what the fuck's going on because he then
19 immediately or very shortly thereafter responded saying,
20 "We were ambushed . Need to talk after the meeting." Is
21 that right? It seems to be the nature of that
22 communication?---Correct, sir.

23 All right. And it's apparent, is it not, that Mr Aziz is
24 during the council meeting there communicating to your
25 representative, your lobbyist, Ms Wreford?---It would
26 appear so, sir. I have not seen this before, sir.

27 Well, are you saying that she didn't communicate back to you
28 that that was the result? You couldn't be saying that,
29 surely?---Sir, my memory is not that good and I, quite

1 frankly, can't remember the ambush that is being referred
2 to in these communications.

3 I'd suggest that the ambush was that you had planned for the
4 matter to go before the council and for Mr Aziz to support
5 your position on 20 March, but instead of the council
6 considering the motion it was put off for two weeks?

7 COMMISSIONER: You perhaps might assist the witness, Mr Tovey,
8 if you reminded him what was the motion that he was
9 wanting to see passed.

10 MR TOVEY: This was a consideration of the application of
11 Woldene to (a) reduce space for road works and (b) reduce
12 open space on the Pavilion Estate permit.

13 COMMISSIONER: Which I think you have accepted you
14 supported?---That's my understanding, sir.

15 MR TOVEY: So what I'm saying to you is would you accept that
16 she must have communicated to you that you had been
17 ambushed on that night and the matter had been put back
18 for two weeks. Pretty simple?---Sir, if she did it would
19 be, I would imagine, on communication. But my
20 involvement, as I explained before, becomes limited once
21 an estate has started, unless there is a major issue, yes,
22 sir.

23 COMMISSIONER: Mr Tovey, when you were introducing these
24 WhatsApps you said they were between Wreford and I thought
25 you said Mr Woodman.

26 MR TOVEY: No, I said Aziz.

27 COMMISSIONER: Are these all apps between Wreford and - - -

28 MR TOVEY: Aziz, yes.

29 COMMISSIONER: Aziz. Thank you.

1 MR TOVEY: Did I say "Woodman"?

2 COMMISSIONER: May be my mistake. Yes.

3 MR TOVEY: The first time I've been right in respect of proper
4 names. (To witness.) But, look, not only that, but a
5 couple of days later I'd suggest that you and Aziz and
6 Wreford met away from the council, on 22 March of 2018,
7 and you discussed the ambush?---I have no recollection of
8 that meeting, sir.

9 Could we have put up - what I'm suggesting to you was that you
10 met at the Sandhurst Club together on that day?---Yes,
11 sir.

12 COMMISSIONER: To discuss what they were to do as a result of
13 the motion being deferred?

14 MR TOVEY: Yes. Well, that was one of the things that - if
15 three of you had met at the Sandhurst Club two days after
16 the ambush, it must have been, surely, that you would have
17 discussed the ambush. But, in any event, you can't even
18 remember meeting. Is that because you met Aziz so many
19 times privately that you have no recollection of whether
20 or not there was a meeting at this time?---Sir, I think
21 that - no, is the answer, I have not met regularly. But
22 22 March, now that you mention the location, was in
23 relation to a conversation about Mr Aziz being I think the
24 mayor at the time - I stand to be corrected - 2018? Did
25 you say 2018, sir?

26 Yes. This is March 2018, when Ablett was the mayor. Perhaps
27 before - sorry, while you're thinking about that, could
28 we, Mr Chairman, tender that series of communications on
29 WhatsApp?

1 COMMISSIONER: Yes. That's exhibit 24, WhatsApp communications
2 of 20 March 2018 between Wreford and Aziz.

3 #EXHIBIT 24 - WhatsApp communications of 20 March 2018 between
4 Wreford and Aziz.

5 COMMISSIONER: Have you finished with those contracts? Can
6 they be returned?

7 MR TOVEY: Yes. (To witness.) So if there was a meeting two
8 days after the ambush at the Sandhurst Club are you able
9 to give any explanation as to why that meeting occurred
10 other than that there had been an ambush?---No, sir.

11 I can't even recall the meeting, sir.

12 In fact, surveillance was being conducted on you at that stage,
13 and I'll just show you some photographs. Is there another
14 photograph as well? Go back to the previous photograph.

15 Who are the people depicted in that photograph, can you
16 tell us?---Yes, sir. There's myself.

17 And which one are you?---I believe that I am the one with my
18 back to the photograph.

19 The one with the blue cap on?---Yes, sir.

20 And to your left?---Is Mr Aziz.

21 And opposite you?---Is Ms Wreford.

22 And to your right?---I don't recognise that person, sir.

23 Those photographs were taken on 22 March 2018, two days after
24 the ambush. What was that meeting about?---Well, sir,
25 I have no recollection, sir.

26 COMMISSIONER: Can I just ask you, Mr Woodman, were you aware
27 that Ms Wreford was communicating by WhatsApp with
28 Mr Aziz?---Yes, sir.

29 How long were you aware that that sort of communication was

1 being used?---I would imagine from the time that she
2 started to communicate with me with WhatsApp, sir.
3 The same period of time?---But I'm not 100 per cent sure, sir.
4 What's your understanding of why that form of communication was
5 chosen with Mr Aziz?---I don't believe that there was any
6 other reason than the one that I gave yesterday, sir. It
7 was just a method that Ms Wreford chose.
8 If I followed you yesterday, you explained that it was a
9 methodology that ensured a greater level of security about
10 communications. Was that not your evidence
11 yesterday?---It was, sir. I think I used - I omitted to
12 use the word "hacking" yesterday. But I now would like to
13 use that word "hacking".
14 Yes?---My understanding is that WhatsApp cannot be hacked.
15 I don't fully understand that word, but yes.
16 You - I think we talked about encryption yesterday?---Yes.
17 But what was it about Ms Wreford and Mr Aziz and their
18 communications which you would or they would not have
19 wanted hacked?---I don't know, sir.
20 You don't know?---No. I don't believe that it was of a
21 clandestine nature, if that is the suggestion, sir.
22 MR TOVEY: Was the woman with the grey hair on the right-hand
23 side of the photograph that's still on the screen Megan
24 Schutz?---Now that you mention it, sir, it could be Megan
25 Schutz. But I'm not 100 per cent sure, sir.
26 Anyway, on 3 April - so the matter was deferred, the Pavilion
27 Estate matter. On 3 April of 2018 - after Ms Schutz had
28 emailed Mr Aziz providing him with details of what was
29 required on 1 April, on 3 April Mr Aziz moved an amendment

1 to the Pavilion planning permit in favour of making the
2 amendments that we have already spoken about. Now, before
3 I move on, though, I'm reminded, Mr Commissioner, to
4 tender the two photos.

5 COMMISSIONER: It will be exhibit 25, surveillance images of
6 meeting at Sandhurst Club on 22 March 2018.

7 #EXHIBIT 25 - Surveillance images of meeting at Sandhurst Club
8 on 22 March 2018.

9 MR TOVEY: Is it your understanding that the Pavilion amendment
10 was introduced by Mr Aziz with Mr Jackson and that it went
11 through at about that time?---Sir, I'm not familiar with
12 the - that particular - are you referring to the meeting,
13 sir?

14 Yes?---No, I'm not familiar with that.

15 Are you familiar with the result? You know, do you not, that
16 the Pavilion amendments were ultimately moved and got
17 through?---Yes, sir, I'm aware of that.

18 And you say that you have no idea of any involvement by Mr Aziz
19 in that process?---No, I didn't say I didn't have any
20 involvement, sir. I said I didn't know at that meeting
21 what transpired.

22 But did you have any idea at any stage of any involvement by
23 Mr Aziz in that process?---Yes, I understand that
24 Ms Wreford and Ms Schutz had briefed Mr Aziz as to the
25 arguments as to why the amendment was appropriate, was my
26 understanding, sir.

27 Do you know what the arguments were?---Yes, sir.

28 What were they?---There are two items, and one refers to - - -
29 I don't want to chop you off unnecessarily, and if you need to

1 explain in detail, but on the face of it one would expect
2 it would take a bit of talent to justify reducing open
3 space and giving it back to a developer and also reducing
4 road space. Can you describe in general terms the way in
5 which you sought to convince people that those things
6 should happen and that there be more developable space for
7 sale by the developer?---In simple terms, sir, the Casey
8 Fields regional park has an area of 70 hectares. It
9 appeared that the council in planning this particular
10 regional facility had placed playing fields too close to
11 boundaries, which meant that footballs or rugby balls
12 could possibly leave the playing field or the regional
13 park, and the council officers felt it appropriate outside
14 the regional park to request the landowner to provide six
15 metres to enable the rugby ball to be able to continue its
16 bouncing across what would otherwise be a residential
17 estate, and it was felt and expert I believe - and
18 I think - I would hope that you would confine this to
19 Ms Schutz because she was the one who prepared the
20 argument. It was felt that the amount of land that had
21 been set aside with the addition of potentially nets or
22 other apparatus to safeguard from errant balls leaving the
23 playing field and entering otherwise what would be a
24 trafficable area, that was one of the amendments.

25 And the road?---The other amendment was that this particular
26 estate was on the border of two precinct structure plans
27 and both structure plans had indicated different road
28 widths for a road called Morison Road that ran parallel to
29 the playing fields, and there was a disagreement between

1 Ms Schutz, who was the chief - the planner and the
2 planning officers as to which of the two road widths
3 should be chosen. There was - and I became, sir, more
4 involved because it became evident at a meeting in
5 December of 2017, and I draw the attention that a road
6 that was meant to be constructed as part of the adjacent
7 subdivision to the north as part of a planning permit for
8 whatever reason had been omitted and not required by the
9 council officers, which was also brought to the attention,
10 I believe, as part of the discussion around the changes.
11 Okay. So you were intimately familiar then with the issues
12 around the Pavilion Estate council votes?---I wouldn't use
13 the word "intimately familiar", sir. That is a very short
14 precis on the issues, but they are the two that
15 were - well, including the Morison Road unconstructed
16 section - what the - - -
17 In any event, you had been unable to convince council officers
18 before issuing the permit to do the things that you have
19 just described?---Yes, correct, sir.
20 So you then took it before the council?---Correct, sir, which
21 is the normal process, sir.
22 On 20 April, did you meet with Mr Aziz at a Subway store and
23 discuss with him his request to have part of the money
24 back that he had previously given you?---I can't recall
25 that, sir, but - - -
26 Could we bring up some images, please, on 20 April. These
27 photographs were taken at a Subway store in Skye of a
28 meeting between you and Mr Aziz on 20 April of 2018. Do
29 you agree that that's the case?---Sir, it appears that

1 that is certainly Mr Aziz and myself, yes, sir.

2 And do you deny that that was - if investigators say that those

3 photographs were taken on 20 April of 2018 and they

4 overheard you discussing the return of part of Mr Aziz's

5 money, is that something you would deny?---No, sir.

6 And you told him that you would work something out and you

7 referred to the fact that you were friends and there had

8 been business between you?---I'm not - I'm not that

9 familiar with the conversation, sir.

10 Do you deny that you said those things?---Could you repeat what

11 I was - - -

12 Yes, that you told him that you would work something out, that

13 is to return his money ahead of time, and you referred to

14 the fact that you had a friendship and there had been

15 business between them - that is between you and

16 he?---I can recall, sir, discussing the return of his

17 money, but the term "friendship" may have been used, sir.

18 But, look, I'm not - it's over 12 months ago or more,

19 so - - -

20 But when I first asked you about the return of his money you

21 told me that the agreement ran its full length and the

22 money was paid, the whole of the 600,000 and interest was

23 paid, at the end, and I asked you whether there was any

24 arrangement to pay earlier in time and whether you were

25 doing him a favour, and you denied it. Now, which is the

26 position? Is that the position, that you

27 previously - that the agreement ran its whole length

28 before you made repayments, or is it that you made an

29 arrangement with him to repay early?---Sir, I stand to be

1 corrected, but yesterday I thought we had evidence of
2 earlier repayments.

3 Precisely. So that came, did it not, as a result of a
4 conversation between you, as an arrangement between you
5 and him?---Yes, sir.

6 COMMISSIONER: Mr Tovey, I thought you were putting to the
7 witness that his initial position had been that the
8 agreement ran its duration and the full amount was repaid
9 at the end of the period.

10 MR TOVEY: Yes. (To witness.) That was your original position,
11 wasn't it?---It was, sir, but it - - -

12 How could you forget that you'd made a special arrangement with
13 him to repay it early?---Well, sir, as was indicated
14 yesterday, we received communication from him via
15 I believe Ms Wreford that the money was to be returned on
16 certain dates, but March, April, May, I apologise, sir,
17 they are not one and the same but they are similar times.

18 COMMISSIONER: Mr Woodman, is there any doubt in your mind that
19 you received the full amount of \$600,000 from Mr Aziz
20 initially?---No, sir.

21 Because he's given sworn evidence to the Commission that,
22 although he initially discussed \$600,000 with you, you
23 were only paid \$370,000, and that the agreement - the
24 initial agreement that it be \$600,000 was varied by a
25 second agreement only for \$370,000, and that's all that
26 you ever received. What do you say as to that?---I say
27 that's incorrect, sir.

28 MR TOVEY: On 23 May - perhaps before I just ask you the
29 question, I'm going to need to bring up the document.

1 4244. I exhibit the photographs, Mr Commissioner.

2 COMMISSIONER: Yes, that will be exhibit 26, surveillance image
3 of meeting between Mr Woodman and Aziz, 20 April 2018.

4 #EXHIBIT 26 - Surveillance image of meeting between Mr Woodman
5 and Aziz, 20 April 2018.

6 MR TOVEY: Could we just move slowly through that document. If
7 we could just go - thank you. Go through to the end, if
8 you wouldn't mind. Just go through it quickly.

9 COMMISSIONER: What do you say this document is, Mr Tovey?

10 MR TOVEY: (To witness.) Now, is that, sir, a contract of sale
11 in respect of [REDACTED] between yourself
12 and Mr Woodman?

13 COMMISSIONER: Mr Ablett.

14 MR TOVEY: Sorry, yourself and Mr Ablett?---Yes, sir.

15 Where we are now there's an annexure which provides a schedule
16 of payments which provides for an instalment three months
17 after the date of the sale, that's of \$50,000; an
18 instalment six months after of \$50,000; 12 months after of
19 \$150,000; and 14 days after the satisfaction of a special
20 condition, another \$50,000 - adding up to \$300,000, plus
21 there was a deposit of \$50,000. Is that your
22 understanding of it?---Yes, sir.

23 All right. That was in May of 2018, and you say that's the
24 transfer - here we are some 18 months later, and the
25 transfer of the land to you has not been completed; is
26 that right?---That's correct, sir.

27 And have you made payments in respect of that purchase?---Yes,
28 sir.

29 Have you paid the 50,000 deposit?---Yes, sir.

1 And have you made further payments?---Yes, sir.
2 And how many further payments have you made?---Two further
3 payments, sir.
4 Of what?---\$50,000.
5 So you have paid 150,000, and of that 150,000 was all of that
6 released to Mr Ablett?---Yes, sir.
7 And the purpose of this was to provide him with some funds
8 because of his exigent financial circumstances; is that
9 what you told us yesterday?---No, sorry, I believe that
10 the funds were released, and I'm not sure whether it was
11 via his solicitor or via my solicitor, to impart the
12 ANZ Bank to complete a mortgage which was on the property.
13 In any event, the funds went to his - - -
14 COMMISSIONER: I don't think there was - was there any
15 suggestion this was for the purpose of meeting Mr Ablett's
16 impecuniosity?
17 MR TOVEY: I thought yesterday Mr Woodman said in evidence that
18 the reason for this was because Mr Ablett was unable to
19 pay for the re-alignment of the boundary and similar work
20 that was being done, and because of his inability to pay
21 it was thought one of the ways of putting him in funds was
22 to purchase part of the property.
23 COMMISSIONER: Yes. Is that right, Mr Woodman?---Yes, sir.
24 MR TOVEY: And I think you told us that you didn't really want
25 this property or any part of it; you were just doing it to
26 help out Mr Ablett?---I don't believe I said that, sir.
27 Was that in fact your view?---I have a number of properties,
28 sir, in Victoria. I have a rural property in Flinders,
29 Safety Beach. I - an accumulation of properties is not a

1 hobby, but it's something that from time to time I'm
2 interested in.

3 So, despite what you said yesterday, you had a personal
4 interest in this property, did you? Did you have a
5 personal interest in this property? Did something attract
6 you, of all the properties in Victoria, to this property
7 other than the fact that it belonged to
8 Mr Ablett?---I think that I attempted to explain
9 yesterday, sir, that we had commenced a project believing
10 it to be simplistic. It turned into be quite complex.
11 Mr Ablett was unable to meet the cost. I was not - it was
12 not a property that was a high priority, but it was a
13 method of obtaining my fees and at the same time obtaining
14 a property that would increase in value over years.

15 Did you provide Mr Ablett with an account for your fees?---Yes,
16 sir.

17 And how much were they?---The account was I think \$42,000.

18 So you had done \$42,000 of work without being paid?---Yes, sir.

19 Over what period of time?---I couldn't correctly tell you, sir.

20 A number of years, I think, sir.

21 And you had never been paid a cent doing this work worth

22 \$40,000 over a number of years?---Yes, sir.

23 COMMISSIONER: That's in relation to this property?---Yes, sir.

24 MR TOVEY: Would this be an appropriate time to have a break?

25 COMMISSIONER: Yes. We'll have a 10-minute break, Mr Woodman.

26 Go and refresh yourself. Thank you.

27 (Short adjournment.)

28 COMMISSIONER: Yes, Mr Tovey. Have a seat, Mr Woodman.

29 MR TOVEY: Could we go back, please, to the document that we

1 were looking at but at this time at page 4261. This is
2 the contract of sale dated 23 May of 2018 for [REDACTED]
3 [REDACTED]. Could we look at condition 8, please.
4 So was there a special condition - I think you have
5 already told us that there was a special condition in that
6 contract; is that right?---Yes, sir.
7 So before final settlement was it your understanding that
8 Mr Ablett had to apply for and obtain dwelling permits in
9 respect of the land that had been hived off and sold to
10 you and in respect of the land retained by him? Was that
11 the arrangement that you made?---Yes, sir. I - - -
12 And he had to do that within five years?---Yes, sir. The
13 purchaser notifying the vendor that the purchaser has
14 obtained both the following planning permits, sir, yes,
15 sir.
16 And he's got five years to do that?---Correct, sir.
17 So what happens in the meantime is that he enjoys full
18 occupation of the land?---Yes, sir.
19 He also enjoys the 150,000 that you have already paid
20 him?---Yes, sir.
21 And he's supposed to pay it back to you if he can't within five
22 years get the permits that are described in special
23 condition 8?---Yes, sir.
24 And from your understanding has he applied for the
25 permits?---We are in the process of preparing the
26 applications at the moment, sir.
27 This is one and a half years, is it, after the
28 agreement?---Yes, sir.
29 And that has nothing to do with the fact that IBAC is looking

1 at transactions between you and Mr Ablett?---No, sir.
2 You just forgot, did you, for the first 18 months? Had you
3 just forgotten about this for the first 18 months? Was it
4 something that nobody cared about?---No, sir. I can
5 provide documentation that we have sought experts in
6 relation to certain matters which are required prior to
7 applying for planning permits, sir.

8 COMMISSIONER: So which council has to approve the permit, or
9 which council officers?---It's - I'm not even familiar
10 with the shire, sir, but - - -

11 Yes?---Our town planners are handling that, sir.

12 Yes.

13 MR TOVEY: I want to show you one more chart. Sorry, I tender
14 that document, your Honour.

15 [REDACTED]
16 [REDACTED]
17 [REDACTED]
18 [REDACTED]
19 [REDACTED]
20 [REDACTED]

21 MR TOVEY: Now I want to show you, sir, a chart, and I'd ask
22 that we have chart 7 put up on the screen. This is a
23 chart of objective documents and money movements relating
24 to Global Business Advisory Pty Ltd, which is Mr Aziz's
25 company, Watsons Pty Ltd, Spicer Thoroughbreds and
26 Mr Aziz. Now, I've already asked you some questions,
27 you'll recall, about money which I put to you was being
28 funneled through Spicer Thoroughbreds; you recall that
29 line of questioning?---Yes, sir.

1 I don't want to go back to it unnecessarily, but I want you to
2 comment, if you can, on what is alleged to be the way in
3 which payments were channelled. If you look at the first
4 transaction in June of 2018, that's 5 June 2018, you'll
5 see there has been on 1 May of 2018 an invoice issued by
6 Global Business Advisory for business advice, and that
7 invoice was for \$2,750, and that's gone to Spicer
8 Thoroughbreds. Now, are you aware of any arrangement
9 whereby Mr Aziz or his company Global Business
10 Advisory Pty Ltd would invoice Spicer Thoroughbreds for
11 business advice?---Only as I discussed yesterday, sir,
12 that I understood that there was a contract in relation to
13 Aziz and Spicer Thoroughbreds about him introducing
14 persons to Spicer for the purposes of purchasing horses,
15 sir.

16 All right. After that, having received that invoice, Spicer
17 Thoroughbreds, through Mr Lee, invoiced Watsons for a
18 horse purchase. Are you able to tell us what that was
19 about?---I believe that, as we discussed yesterday, there
20 was an arrangement where Aziz was being paid a retainer
21 and that Watsons or myself were assisting Spicer by
22 meeting part of those payments, those retainers, and
23 I suspect that the horse purchase that they are talking
24 about there is potentially a future horse purchase,
25 but ...

26 A potential future horse purpose. If you go down to the bottom
27 of the chart where there's an invoice for a horse share
28 purchase, was that for a potential horse share purchase,
29 was it?---Sir, I've not seen these invoices.

1 I'm telling you that's what's on them. Are you aware of any
2 potential horse share purchase in which Watsons was
3 interested?---From Spicer Thoroughbreds?

4 Yes?---Yes, sir. We are at all times in contact with Spicer
5 Thoroughbreds about the purchase of horses and other
6 matters. In fact, they emailed me yesterday to tell me
7 that Mr Lee had resigned from his position at Spicer
8 Thoroughbreds as of yesterday.

9 Now, if you look at - - -

10 COMMISSIONER: And were you given any explanation for why that
11 had occurred?---No, they didn't.

12 You rang them personally?---No, they sent an email out to all
13 of I guess the persons who own horses with Spicer
14 Thoroughbreds who have working knowledge with them.

15 MR TOVEY: And what connection, from your understanding, was
16 there between Mr Aziz through Global Business Advisory
17 providing advice to Spicer, that is providing business
18 advice to Spicer Thoroughbreds, and the purchase of a
19 horse or a share in a horse?---I apologise, sir, I have no
20 knowledge of that.

21 COMMISSIONER: When you say you have no knowledge, do you have
22 any doubt that Watson has made numerous payments to Global
23 Business Advisory for fees which Mr Aziz has raised?

24 MR JUEBNER: Commissioner, sorry to interrupt - - -

25 COMMISSIONER: Yes.

26 MR JUEBNER: There's an error in the premise of the question
27 you've asked because I don't think the evidence was and
28 this chart doesn't represent payments being made by
29 Watsons to Global Business Advisory; it shows payments

1 being made by Watsons to Spicer Thoroughbreds, and then it
2 being paid on, as I see it, to Mr Aziz and that's how
3 I understood the evidence. I think the question was asked
4 whether payment was being made directly to Global
5 Advisory.

6 COMMISSIONER: Did you follow that, Mr Woodman?---Yes, sir.
7 Did you have any doubt that Watsons was making payments to
8 Spicer, and Spicer in turn to Mr Aziz for fees - - -?---It
9 appears - - -

10 For services purporting to be rendered by Mr Aziz?---Yes, sir.
11 So you knew about that?---Yes, sir.

12 MR TOVEY: And do you have any reason to dispute - and I'll
13 show you a second page of that document just so you can
14 look at it. So you'll see invoicing for quite precise
15 amounts, the same amount coming back to Spicers to Aziz
16 over a period from 5 June 2018 to 2 November 2018; is that
17 right?---Yes, sir.

18 And do you have any recollection which would indicate that what
19 is depicted there is incorrect?---No, sir.

20 COMMISSIONER: And were there horses purchased on the basis of
21 that advice?---No, sir, not that I'm aware of, sir.

22 MR TOVEY: Did it cause you any concern, now that you've seen
23 this, that you were being invoiced for a horse share
24 purchase or a horse purchase when in fact Spicers have
25 been invoiced for the business advice?---I'm not familiar
26 with the wording of the Aziz invoice, sir.

27 Just take it from me that that was the wording. Now that
28 you've seen that does it strike you as somewhat dodgy that
29 Global Business Advisory is routinely invoicing Spicers

1 for business advice and you are paying out on the basis
2 that this relates to the purchase of a horse? Does it
3 make you think that perhaps the whole thing was a
4 sham?---Yesterday I think we went through that I believed
5 and had been advised by Mr Lee that there was an
6 arrangement where Spicers and Mr Aziz had a business
7 arrangement that he was introducing or proposing to
8 introduce potential purchasers of horses and that I was
9 requested to meet part of the retainer. That is my
10 knowledge of the position, sir.

11 COMMISSIONER: Did you speak to Mr Aziz about this? Did you
12 ever have a discussion with your friend Mr Aziz about
13 this?---No. No, sir.

14 MR TOVEY: Might I tender, Mr Commissioner, pages 1 and 2 of
15 chart 7.

16 #EXHIBIT 28 - Chart showing payments between Global Business
17 Advisory and Watsons.

18 COMMISSIONER: Mr Woodman, you'll recall what you've told us,
19 that you insisted upon a clause in your agreement with
20 Mr Ablett about the services he was providing you in
21 relation to horses, that once that agreement had been made
22 Mr Ablett could not thereafter participate in motions
23 concerning matters in which you had an interest because
24 there would be a conflict?---Yes, sir.

25 Do you recall that?---Yes, sir.

26 So the same reasoning would apply, would it not, in relation to
27 Mr Aziz?---Yes, sir.

28 Did you ever make any attempt to ascertain that Mr Aziz had
29 declared a conflict of interest?---No, sir.

1 I was trying to understand yesterday on reflection how it would
2 be that you were acutely aware that a conflict of interest
3 arose out of your commercial arrangement with Mr Ablett
4 but did not see that any conflict arose for Mr Aziz in
5 relation to the two commercial arrangements you have told
6 us about with Mr Aziz, namely the loan and the service he
7 was providing in relation to Little River. How is it that
8 you saw no conflict in the latter two commercial
9 arrangements with Mr Aziz but so clearly saw one in
10 relation to Mr Ablett?---The three arrangements with
11 Mr Aziz I think, sir, I said that I thought that the
12 loan - I have now since been advised by my legal people
13 that it was obviously a conflict. I at the time thought
14 it wasn't because it was a transaction where he was
15 lending me money. He was in the second instance working
16 for Spicer of which I was contributing, and that could
17 have been considered by Mr Aziz as a conflict of interest
18 and should have been declared. In relation to Little
19 River, again, I had a specific clause in the agreement
20 which stipulated that once he started working on Little
21 River he could no longer participate in any business to do
22 with Watsons Pty Ltd or our clients.

23 But you never satisfied yourself that he in fact did declare a
24 conflict of interest?---No, I asked him the question, sir,
25 in relation to Little River and he advised me that he
26 hadn't, which I've got to say that - - -

27 Sorry, he had not?---He had not.

28 Yes?---Which I was surprised and at the time reprimanded him in
29 relation to that matter.

1 When did that conversation occur?---It was - I can't give you
2 the exact month, sir, but it was earlier this year when
3 with Lorraine and myself met with him to get an update on
4 his PhD and how he was progressing.

5 Yes. So presumably given the level of knowledge that you had
6 about council affairs in relation to motions in which you
7 had an interest it must have been apparent to you that
8 Mr Aziz, who was participating in those motions, had never
9 declared a conflict of interest in relation to any of
10 these commercial arrangements?---Correct, sir.

11 Why didn't you do anything about that?---Sir, I believed it was
12 up to the councillor to - as Ablett and as Stapledon had
13 done where appropriate where they thought that there was a
14 conflict of interest to declare a conflict of interest.

15 So don't let me put words in your mouth, Mr Woodman. You took
16 the view that if Mr Aziz, contrary to his duty under the
17 Local Government Act, did not declare a conflict of
18 interest then it was no part of your responsibility to
19 take any step when you knew he was continuing to
20 participate in motions that he shouldn't have?---Yes, sir,
21 if he believed it was not - if he believed that he had a
22 conflict of interest and didn't declare it, yes, sir.

23 I'm talking about your state of mind?---Yes.

24 Your state of mind was that at least in relation to some of
25 these commercial arrangements he had a conflict and you
26 were aware he wasn't declaring it, but you didn't regard
27 it as your responsibility to do anything about that and
28 that it was therefore still permissible for him to
29 participate in those motions?---Yes, I felt it was up to

1 him if he felt there was a conflict of interest; yes, sir.
2 Does that suggest to you, Mr Woodman, that there needs to be
3 some legislative reform, that is it shouldn't just be left
4 to the councillor to, if he so sees fit, declare a
5 conflict of interest; that if there's a developer who has
6 a private arrangement with the councillor there should be
7 a responsibility resting on the developer as
8 well?---Unquestionably, sir.

9 MR TOVEY: I want to move on to September of 2018 where the H3
10 intersection came before council. On 4 September - first
11 of all, before I ask you that, who were you acting for in
12 respect of the H3 intersection issue?---We were the
13 engineers and the surveyors for the estate adjacent to the
14 H3 intersection.

15 And were you doing the town planning work?---No.

16 Were you through Watsons interested in promoting certain
17 matters relating to the H3 intersection?---Promoting, sir;
18 more interested in I think construction, sir.

19 Were you in any way involved in organising support for
20 amendments to the planning agreements relating to the H3
21 intersection or the planning controls applying to
22 it?---Sir, I was party to a discussion with the planner,
23 Ms Schutz, who was looking after the interests of the land
24 on the south side of the H3 intersection.

25 Did you have any ongoing interest in council decisions relating
26 to the H3 intersection?---Yes, sir.

27 And what was that?---Well, sir, the H3 intersection - this is a
28 fairly lengthy version, sir.

29 Let me ask you this - - -

1 COMMISSIONER: Counsel is asking, Mr Woodman, what was your
2 interest, financial interest?---No financial interest.
3 No financial interest at all?---No.

4 MR TOVEY: So far as you are aware was there any benefit to
5 Elysian Estate or to any of the other estates around the
6 intersection deriving from having the H3 intersection
7 and/or road completed earlier?---Yes, sir.

8 And what was that?---The benefit, sir?

9 Yes?---Safety, sir.

10 Other than that, did it trigger any financial benefit for
11 Elysian or any of the other estates with which you were
12 concerned?---Any of the estates that I represented as an
13 engineer, sir, as an engineering company, yes, sir.

14 What was that?---The planning - as I say, this is a fairly
15 lengthy answer, but the - - -

16 Did the early development of the H3 intersection trigger
17 earlier sales and profits for your clients?---The - - -
18 It's a simple question: yes or no?---I'm terribly sorry, sir,
19 can you just repeat the question again?

20 Did the early completion of the H3 intersection, did that
21 trigger the possibility of early release of land and early
22 profits for your clients?---Yes, sir.

23 COMMISSIONER: Who were the clients?---Sir, I'm not familiar
24 with the name of the owner of Elysian Estate.

25 MR TOVEY: Did Wolfdene have an interest?---Only as project
26 manager, sir.

27 Were you acting for Wolfdene? Were you acting for
28 Wolfdene?---No, sir. We were acting for the landowner.

29 Was it any part of your role to promote the early development

1 of the H3 intersection?---No, sir.

2 Was it any part of your role to try and change the rules about
3 who paid for it?---No, sir.

4 Was it any part of your role to try and achieve a circumstance
5 in which the people you represented were paying less than
6 originally agreed for their role in the development of the
7 H3 intersection?---Yes, sir.

8 And were you successful in that regard? I won't be cute.

9 I just want to ask you this. As a result of your
10 influence with council did you achieve the result whereby
11 your clients saved \$1.75 million - - -?---No, sir.

12 On the construction of the H3 intersection?---I don't believe
13 so, sir.

14 I now want to tell you something. I want to tell you that from
15 shortly after this your phone calls were the subject of
16 telephone intercepts. Now, having heard that, do you want
17 to adjust your evidence about not having an interest in
18 council dealings in respect of H3?

19 COMMISSIONER: Are you clear about the question that you have
20 been asked, Mr Woodman?---I am, sir.

21 There's a long, very long pause which won't otherwise be
22 reflected by a record of the proceedings?---Yes, sir.

23 Do you want to reflect upon the accuracy of anything that you
24 have just said in the last 10 minutes?---Yes, sir. I'm
25 only hesitating because there is a lengthy answer which
26 would I think explain further what then could be a
27 telephone conversation. I'm hopeful that the Commission
28 would be kind enough to give me the opportunity to explain
29 in short that preclude to the conversation which is about

1 to be put to me.

2 Mr Woodman, obviously if something is put to you about a
3 conversation you will have ample opportunity to provide
4 any explanation. What is being put to you at the moment,
5 though, is that you are being asked to reflect upon your
6 evidence that you have given about the absence by you of
7 any financial interest and the absence to your knowledge
8 of any financial gain by those on whose behalf you were
9 acting. Do you want to reflect on either of those
10 propositions?---Yes. Obviously there was a financial gain
11 if the intersection was constructed by somebody else to
12 the landowner who I represented.

13 MR TOVEY: And was such a financial gain achieved? I put to
14 you precisely \$1.75 million?---Sir, in fact I think it's a
15 larger amount than 1.75 if we are talking about the
16 construction of the intersection of H3.

17 So who was your client who achieved a reduction in liability of
18 in excess of \$1.75 million as a result of the resolution
19 of the H3 intersection issue?---The landowner, sir.

20 And who was that?---Look, I apologise, I don't know my client's
21 name. But it's certainly the landowner of the land that
22 fronts on to the H3 intersection.

23 Do you remember telling me yesterday that - to move away from
24 there to something else just for the moment. Do you
25 remember telling me yesterday that you never made pay-offs
26 to people who had a public duty to perform; do you
27 remember telling me that?---No, I don't recall, sir.

28 Knowing what you now know do you want to change that evidence?

29 COMMISSIONER: I think perhaps you need to be a little more

1 explicit, Mr Tovey.

2 MR TOVEY: Yes. (To witness.) Did you in the period following
3 October of 2018 or in October of 2018 make pay-offs or at
4 any other time in fact make pay-offs to people who
5 performed a public role?---Not that I'm aware of, sir.

6 Are you aware of - what's CHMP? CHMP, C-H-M-P, is that a
7 process with which you are familiar? Are you aware of any
8 process which relates to Aboriginal artefacts and the
9 finding of Aboriginal artefacts - - -?---Yes, sir.

10 And is that process called CHMP?---Yes, sir.

11 And what is - - -?---A cultural heritage management plan, sir.

12 And did you get involved in developments which included the
13 necessity to make arrangements about preserving Aboriginal
14 heritage?---Yes. At most of our developments we are
15 required to obtain a CHMP prior to commencement, sir.

16 And did you have a process of paying people off to turn a blind
17 eye?

18 COMMISSIONER: Turn a blind eye to what?

19 MR TOVEY: (To witness.) To you - - -

20 COMMISSIONER: To non-complying?

21 MR TOVEY: (To witness.) Not paying due or proper attention to
22 the existence of Aboriginal artefacts on your sites?---Not
23 that I'm aware of, sir.

24 All right. Could I just be excused for one moment,

25 please?---I might make a comment, sir, that the Act in
26 relation to this matter has been around for in excess of
27 15, nearly 20 years. So - - -

28 I would like you to listen to the recording of a conversation
29 made on 13 October 2018, and that's tab 109,

1 Mr Commissioner.

2 COMMISSIONER: Between what persons, Mr Tovey?

3 MR TOVEY: (To witness.) This is a recording of a conversation
4 between you and a man called Bill. The person is Mr Bill
5 Green. Before we go to play that, who was Bill Green, by
6 the way?---He's a client of mine, sir.

7 And in what way is he a client of yours? Were you doing some
8 town planning or development work for him?---We are the
9 town planners, surveyors and engineers.

10 And did he have land that you were assisting him with?---Yes,
11 sir.

12 Where was that?---It's next to the Exford Weir.

13 And is that a development for a housing estate?---Yes, it is,
14 sir.

15 And what's that estate called?---Exford Waters.

16 And did that estate involve resolving Aboriginal heritage
17 issues?---As part of the PSP, sir, there has been some
18 hectares set aside for consideration as a heritage and
19 cultural site.

20 In the development of that site were you required to pay due
21 attention to the existence of Aboriginal artefacts?---No,
22 the town planners in my company would discuss with the
23 archaeologist and arrange for discussion with the
24 Aboriginal group.

25 Insofar as you were having discussions with Bill Green about
26 matters relating to land use or development was your only
27 connection with him in respect of the Exford Weir, the
28 Exford Waters estate?---Yes, sir.

29 Could the call please be played.

1 COMMISSIONER: You follow the transcript, Mr Woodman.

2 (Audio recording played to the Commission.)

3 MR TOVEY: That was a conversation between you and Bill Green,
4 as you have told us ,in the course of your dealings with
5 the Aboriginal community relating to his property. You
6 commented that, 'All these people, if you know what
7 I mean, are desperate for money"; is that what you
8 said?---That's what the transcript say, yes, sir.

9 Then you went on, "I mean, the thing is he knows me well
10 enough." You're talking about [REDACTED] there, are
11 you?---[REDACTED] yes, sir.

12 COMMISSIONER: I would rather, Mr Tovey, unless he's got some
13 more immediate significance to our inquiry, is there any
14 point in having his name mentioned?

15 MR TOVEY: No, there isn't.

16 COMMISSIONER: I say this to the media. It would be
17 inappropriate for his name to be published.

18 MR TOVEY: And so was he somebody you used as an intermediary
19 when dealing with Aboriginal groups?---I apologise, sir,
20 could you ask me that question again.

21 Was he somebody you used as an intermediary when dealing with
22 Aboriginal groups?---No, he is one of the key
23 players - you're talking about [REDACTED], sir?

24 Yes?---No, he is one of the key players. There are many
25 Aboriginal groups in Victoria that we deal with in
26 relation to artefacts, and in each of those Aboriginal
27 groups there is a pseudo leader or leaders that we deal
28 with.

29 And you try and pay them off, if you can?---That term "pay off"

1 is a term that I would use in an attempt to satisfy both
2 parties in a payment arrangement, either formal or
3 informal, yes, sir.

4 The informal arrangement is you pay off the galah and his mates
5 who are going to get you the result without having to do a
6 deal with the tribe?---That's correct, sir. They have a
7 committee meeting, and a committee meeting will decide
8 whether to issue a CHMP or not, and the key players that
9 we refer to under those circumstances are enticed to
10 commit or to convince the other members of the committee.

11 COMMISSIONER: When you use the word "entice" you refer in the
12 conversation to persons being "on the take". Is that what
13 you mean? Is that what entices them?---Yes, sir.

14 MR TOVEY: And if they are successful the two galahs who entice
15 the rest get a success fee which is a big donation?---Yes,
16 sir.

17 To them?---Yes, sir.

18 And is that indicative of the way in which you have dealt with
19 people who had a public duty?---No, sir.

20 COMMISSIONER: Was this form of dealing with them, was this an
21 aberration to the way you normally deal with people who
22 have got the authority to create impediments for you if
23 you can't get them to cooperate?---Yes, sir.

24 This was not your normal way of dealing?---No, sir. And if
25 I could only add Mr - Bill is a client of mine that I've
26 known for many years and our conversations vary from the
27 serious to the non-serious. In this particular instance
28 he has a parcel of land that is very close to a weir which
29 the Aboriginal people have decided that there is a

1 large - a fairly large area which overlooks the Exford
2 Weir, and we have been discussing for a number of years a
3 method of enticing the Aboriginal people that instead of
4 looking after this that they would be better off to invest
5 money in their community or, as indicated, two of the
6 leaders to profit.

7 But, even assuming this is an aberration to the way you
8 normally deal with people who have authority that might
9 get in your way, what you were proposing here was that to
10 advance your client's cause you would benefit a couple of
11 individuals at the expense of the group who they are meant
12 to represent?---Correct, sir.

13 MR TOVEY: But this wasn't an isolated instance of you being
14 involved in planning to or paying off people associated
15 with Aboriginal groups; this was your - this was the way
16 in which you would normally play your dealings with
17 Aboriginal groups that you were there describing?---Not
18 normally, sir. No, sir. In fact I mentioned in that
19 telephone conversation Safety Beach which was a marina
20 development where artefacts were found and had to be
21 relocated. Other than that, I can only think of one other
22 occasion where we made direct communication with a
23 community group.

24 Did you have any dealings with a man called Alf

25 Marriott?---Yes, Alf Marriott is a client of ours.

26 And in November of 2018 were you discussing any particular

27 project with him?---In November 2018?

28 Yes?---Yes, I could have been, sir, yes.

29 And what was that?---Alf Marriott owns - well, his sister has

1 provided him with I think 15 or 20 hectares of residential
2 land in Carrum Downs, and he has as part of the
3 preliminary construction process had a CHMP or the
4 preparation of a CHMP commenced; yes, sir.

5 Could you listen to - - -

6 COMMISSIONER: Just before we do that, Mr Tovey, people
7 listening to that conversation, Mr Woodman, that was just
8 played might have got the impression that you were saying
9 to Mr Green, "This is a modus operandi; this is the way
10 I have dealt with this issue on numerous occasions." If
11 I have just followed your evidence you say you had only
12 done that once or twice before?---Correct, sir.

13 So were you exaggerating your expertise in this area, were
14 you?---Yes, sir.

15 MR TOVEY: In any event, could you listen to this - - -

16 COMMISSIONER: I will make that exhibit 29, Mr Tovey.

17 MR TOVEY: Thank you.

18 #EXHIBIT 29 - Phone call of 13 October 2018 between Mr Woodman
19 and Mr Bill Green.

20 MR TOVEY: This is tab 57 which is about to be played,
21 Mr Commissioner.

22 COMMISSIONER: I see the time. Is it a lengthy call, Mr Tovey?

23 MR TOVEY: No.

24 COMMISSIONER: Very good.

25 MR TOVEY: If we could, I would prefer to finish this before we
26 adjourn.

27 COMMISSIONER: Yes.

28 (Audio recording played to the Commission.)

29 MR TOVEY: You there are describing, are you not, a process

1 which you use time and time again?---Sir, unfortunately
2 you are probably not going to - that is the other - I just
3 mentioned to the Commissioner of the other example of
4 Martha Cove where I had been able to negotiate with an
5 Aboriginal group or groups whereby they were more keen to
6 bolster their bank balance than they were in finding
7 artefacts.

8 What you are talking about there is a process that was going on
9 for quite some time because you had talked about, "This is
10 the way we used to be able to do it in the old days and
11 nowadays we try to pay them off but we can't because it's
12 not so easy"?---No, I'm referring to the particular
13 Aboriginal group that controls both these areas which is
14 the Marriott Waters Estate and Carrum Downs. They are
15 very close and there are two Aboriginal groups that
16 control the issue of CHMPs in those areas.

17 Were you lying to Mr Marriott just to get his work or was it in
18 fact the case that you would pay people who were monitors
19 of the site \$800 to go away and just churn through the
20 artefacts?---No, they - prior to AAV changing the rules
21 I think about 10 years ago a CHMP, which is a cultural
22 heritage management plan, would provide for Aboriginal
23 people to attend during the construction process and look
24 for artefacts as earthmoving equipment completed drainage
25 and road construction. It appeared to AAV, and quite
26 rightly so, that in fact these monitors were not monitors;
27 they were basically turning up to be paid money and then
28 leaving the site. Subsequently AAV ceased that operation
29 and now all artefacts must be retrieved, if felt

1 necessary, prior to the commencement of construction of
2 any subdivision, which as pointed to Alf - - -
3 But, Mr Woodman, Mr Woodman, are you serious? The reason that
4 people didn't turn up was because you paid them to go
5 away. That's why the system had to be changed, because of
6 people like you?---I disagree, sir.

7 Who was Graham? Alf told you he was talking to

8 Graham?---Graham Marriott is his cousin, sir.

9 And had you done work for Graham as well?---Yes, sir.

10 Same sort of thing?---That's Marriott Waters Estate.

11 I have no further questions at this stage.

12 COMMISSIONER: I see the time. 2 o'clock, Mr Woodman. Go away
13 and have a good lunch?---Thank you.

14 <(THE WITNESS WITHDREW)

15 LUNCHEON ADJOURNMENT

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1 UPON RESUMING AT 2.03 PM:

2 <JOHN CHARLES WOODMAN, recalled:

3 COMMISSIONER: How are you feeling, Mr Woodman? As I say,
4 please let us know if at any stage you need a break. If
5 you are struggling, let us know?---Thank you,
6 Mr Commissioner.

7 Yes, Mr Tovey.

8 MR TOVEY: Mr Commissioner, could the witness please be shown
9 this document marked "Guarantee and indemnity"? Before
10 you open that, your evidence up to date is that you have
11 had no interest in the Elysian development; is that
12 right?---That's my understanding, sir, yes, sir.

13 And I'd suggest to you that's untrue.

14 COMMISSIONER: This is in relation to the H3 planning issue?

15 MR TOVEY: Yes, it is, Commissioner. The Elysian Estate was
16 one of three estates which bordered on the H3
17 intersection.

18 COMMISSIONER: Intersection, yes, thank you.

19 MR JUEBNER: Sorry, sir, could I ask my learned friend just to
20 explain the language. He uses the word "interest". Is he
21 saying an ownership interest or an interest in the
22 outcome?

23 MR TOVEY: Mr Chairman, I'll make myself clear. (To witness.)
24 You were receiving no benefit, financial or otherwise,
25 from Elysian that you have told us about to now. Was
26 there one?---I didn't believe so, sir. But, sir, I must
27 confess that in the totality of our companies there are
28 many, many of them, but I don't believe that in this
29 particular instance that I have any financial benefit

1 from.

2 Or interest? You're telling us, sir - - -?---Could you - - -

3 You're dealing with Elysian Estate and H3, are you not?

4 COMMISSIONER: Just a moment. Mr Tovey, I think the witness

5 wanted to add something else.

6 MR TOVEY: I'm sorry?---Yes, I was - could you please define

7 "interest"?

8 Did Elysian Estate mean anything to you other than it was a

9 project that was going on in the vicinity of the H3

10 intersection?---I was the engineer, the consultant.

11 Did you have anything to do with the financing of the

12 estate?---I may have - well, simply because of the

13 document you have shown in front of me here - at some

14 stage or other I may have guaranteed - I don't recall,

15 though, but, no, I have no - I do not derive a profit from

16 the estate.

17 In what circumstances might you have guaranteed in respect of

18 the estate?---I'm not aware, sir.

19 You can't remember?---No, sir.

20 Would you agree that \$14 million is a lot of money?---Yes, sir.

21 A lot of money to guarantee?---Yes, sir.

22 Is it conceivable that you would have forgotten that you have

23 executed a guarantee for the repayment of an amount of

24 \$14 million?---Well, if I've - yes, sir, I've forgotten if

25 that is the case, yes, certainly.

26 COMMISSIONER: Just have a look at the document, Mr Woodman.

27 Have a look at the schedule and see if that assists you at

28 all?---Certainly, sir, in 2015 it appears that I have

29 signed this document.

1 MR TOVEY: So in 2015 you've signed a document guaranteeing the
2 repayment by the Elysian Group Pty Ltd; is that
3 right?---That's what would appear - - -
4 Of \$14 million, and that guarantee has been retained by your
5 bank, from where investigators obtained it? Do you agree
6 with that that's the case?---Sir, I'm trying to
7 determine - there are two parcels of land associated with
8 this particular area, and I'm trying to determine this
9 guarantee of which parcel it refers to. I would need a
10 property description, I guess.
11 My question is a simple one. There's the Elysian Group Pty
12 Ltd, which is the bank's customer; is that right? If you
13 go to the third page of the documentation?---Yes.
14 All right. Do you know what role the Elysian Group Pty Ltd
15 played in respect of the development of Elysian
16 Estate?---No, I'm not aware of it, sir - well, other than
17 the estate is called "Elysian". I can only imagine that
18 they are the landowners, sir.
19 So you think the landowners are Elysian Group Pty Ltd, and
20 their address is Suite 2, 250 St Kilda Road; does that
21 ring any bells with you?---Yes, sir.
22 And what's that?---That was a previous office that we occupied.
23 In 2015?---I believe so, sir, yes, sir.
24 So, as best you can now tell us, the owner of the land was a
25 group called Elysian Group Pty Ltd, which operated out of
26 your office?---Yes, sir.
27 And then it would seem, would it not - and tell me if I'm
28 wrong, but is part of the seed capital for that
29 development \$14 million?---It would appear so, sir.

1 Which is provided by your bank, the NAB?---Yes, sir.

2 And the guarantors are - so you would agree, would you not, the
3 way these guarantees work is if a company is set up to do
4 a development and that company borrows money the people
5 who have interests in the development are required to
6 provide a guarantee to the bank?---Correct, sir.

7 All right?---My only question is, sir, this is a current
8 document or does that - - -

9 Could we just stick with this, and if there is some explanation
10 I'm sure we will get there. But, if you look at the
11 guarantors, the guarantors are Watsons Pty Ltd. That's
12 your company?---That's a company that I'm a director of,
13 sir.

14 Alara Investments Pty Ltd; do you know anything about that
15 company? Are you a director?---I don't believe so, no,
16 sir. But, as I said, there's a number of companies here
17 that - and we have many companies. Whether I'm a director
18 of those, I couldn't precisely tell you, sir.

19 SBPM is a name that you use for the purposes of developing
20 various projects, is it not?---As I said, sir, look,
21 I would like to be able to answer but I wouldn't be able
22 to give a clear indication.

23 I'd suggest to you, and company records that so far we have
24 looked at indicate, that you were a director of SBPM
25 Bellarine Pty Ltd from 21 August 2008. Is that something
26 you disagree with?---Until now, sir?

27 Yes?---Sir, I'm assuming what you are looking at is a
28 certificate. But, to be truthful with you, I cannot
29 100 per cent say that I'm aware of that fact. But I'm not

1 denying it.

2 I suggest to you that you are a director and have been since
3 2011 of SBPM Super Pty Ltd; do you agree with
4 that?---Again, sir, without the - without that document
5 that you have I cannot - I cannot comment. But if that is
6 a certificate from ASIC or wherever they obtain those
7 certificates and it's a current one, well, yes, sir.

8 Who is Constantino Ballan?---They are landowners in Duncans
9 Road in Werribee South.

10 And have you done developments in conjunction with
11 them?---I haven't personally, sir, not that I'm aware of.

12 Has your son?---I believe that they are a part-owner of the
13 land at the corner of Hall Road and Cranbourne-Frankston
14 Road, yes, sir.

15 And is that land part of the Elysian Estate?---Yes, sir.

16 COMMISSIONER: Can I just tell you my impression, Mr Woodman,
17 from what we've heard thus far in relation to the H3
18 planning issues, that you were playing a role - we talked
19 about it in the context of C219 - as the overarching
20 strategic role. Were you playing a similar role in
21 relation to the H3 intersection issue?---No, sir. My
22 role - once an estate is commenced my role is as, I guess,
23 someone who might have an interest in the land as it was
24 developing but not as a - when it's rezoned I have a much
25 wider interest. Once the development starts, our
26 engineers and our surveyors and town planners take over
27 the day-to-day operations of an estate, and I - while
28 I know it's happening, I don't have involvement other than
29 knowing that it's happening, sir.

1 MR TOVEY: The next person on the list is Sam Anthony Cimino.
2 Who is he?---He is our accountant, sir.
3 "Our accountant"; is Wastons' accountant?---He represents
4 our - I believe he does some accounting work for us, yes,
5 sir.
6 I see, he's an independent accountant?---Yes, sir.
7 So he's been given the opportunity of making an investment in
8 Elysian Estates, has he not?---I believe that this is a
9 guarantee seeking - - -
10 The thing is what I'm suggesting to you is you don't - in the
11 circumstances where a company is being set up to do a
12 development, you don't do a guarantee unless you have an
13 interest in the development, do you?---Yes, sir. Under
14 normal circumstances, yes, sir.
15 So isn't the fact of it that you've given your accountant the
16 opportunity of putting a bit of dough into Elysian
17 Estates? It's that simple. I mean, we can ask him at
18 some stage?---Yes.
19 Yes?---Yes.
20 And you know you did that, don't you ?---Yes, sir.
21 Okay. Unless you are in control of that process, you aren't in
22 a position to make that offer, are you?---I wouldn't have
23 made the offer, sir.
24 Who would have? Your son, perhaps?---I'm not familiar with who
25 the committee, managing director - yes. No, I'm not
26 familiar with who would have made the offer.
27 Who's the committee? Who is the committee in respect of
28 Elysian Estate?---No, when I meant committee I mean the
29 directors. I guess at some stage there would have been a

1 decision made to provide an offer.

2 By whom? People - I just want names. By you and others?---No,

3 certainly - - -

4 He's your accountant?---Certainly not by me, sir. But -

5 certainly not by me.

6 What's his name? So that's Mr Cimino, and does he still

7 operate from 9 Leslie Road, Essendon?---I wouldn't know,

8 sir.

9 Do you still use him?---Yes, sir. I believe so, sir.

10 And what does he do for you? Is he your personal accountant,

11 business accountant?---Business accountant, sir.

12 So does he contract to do accounting work for all your

13 companies?---For some of them, I believe, sir, yes.

14 Does he do the tax work for the companies?---Yes, sir,

15 I believe so, for some of the companies. Now that you

16 recall, I have seen his name on a tax return that I have

17 signed at some stage.

18 Okay. Then we have John Charles Woodman; that's you

19 personally?---Yes, sir.

20 You are not going to be personally guaranteeing 14 million

21 unless you are very confident of all the other people who

22 are involved in the project with you, are you?---That

23 would be the normal circumstances, sir.

24 Next is Heath Woodman. That's your son?---Yes, sir.

25 Next is the New Watsons Survey & Engineering Trust. I think we

26 worked out some time ago that you are a director of that

27 company and that's part of Watsons, and you said it's

28 under the same umbrella; is that right?---Yes, sir.

29 The Alara Investment Trust. Do you have any knowledge as to

1 what the ownership or directorships are in that
2 company?---No, I don't know, sir.

3 And SBPM Property Trust I'd suggest to you, like the other SBPM
4 companies, are companies which are yours?---Yes, sir. If
5 I could only make one comment, sir, that dealing with the
6 National Australia Bank when it comes to guarantors my
7 experience is that they attempt to collect anyone and
8 everyone that they can.

9 I don't want you to dig a hole for yourself, Mr Woodman. When
10 you do these guarantees you will be telling the National
11 Australia Bank personally why you are doing it and they
12 will be making notes and explaining to you what your
13 position is, won't they? They do that
14 routinely?---Supposedly in front of an independent lawyer,
15 sir, yes.

16 And are you saying that if we go to the National Bank we will
17 find no records indicating that you were one of the people
18 who set up the Elysian Estate development?---I can't
19 answer that question, sir.

20 You could if you were sure that it wasn't true?---Yes,
21 I apologise, I cannot answer that question.

22 COMMISSIONER: Meaning you might have been involved in setting
23 it up?---Yes, sir. I may have been. But it's
24 been - Mr Commissioner, it's - - -

25 MR TOVEY: Assuming that the 14 million was or was a
26 significant part of the set-up finance for the Elysian
27 Estate and the Elysian Group, as you have already
28 indicated, was the owner of the estate, it would seem
29 that, even before we do any further investigation, of

1 the 10 guarantors there are six entities, including
2 yourself and your son, associated with you; is that
3 right?---Yes, sir.

4 And this is all being done out of your office?---Yes, sir.

5 All right. And you are not in a position - in addition to that
6 we have somebody who owns some of the land?---Yes, sir.

7 And we have your accountant. So there are seven entities then
8 associated with you out of the 10?---Yes, sir.

9 All right. And the others we just don't know because you say
10 you don't know who was involved in Alara Investments Pty
11 Ltd and the Alara Investment Trust?---Correct, sir.

12 All right?---I'm just wondering, sir, if you could tell me the
13 owner's name of the land.

14 Well, you indicated the owner's name was Mr Constantino Ballan.
15 You told us that he was the landowner of - I'm sorry,
16 I take it back. He was a part-owner - you knew him
17 because he was the part-owner of land in Werribee South
18 that was going to be the subject of your attentions; is
19 that right?---Mm-hm.

20 Without pondering that, would you agree that the initial
21 acquisition of the land in 2011 which was ultimately
22 constituted by the Elysian Estate would have been for an
23 amount somewhere in the vicinity of
24 \$14 million?---I believe so, sir.

25 So you have guaranteed an amount which corresponds to the
26 acquisition cost of Elysian Estate. I'd suggest to you,
27 sir, that it's irresistible to conclude that you and your
28 son and your accountant were people who were at the core
29 of setting up Elysian Estate and through the NAB you

1 provided the finance. That's what I want to suggest. Is
2 that true?---No, I believe that I'm a guarantor to the
3 loan. I don't know that I own any of the land, sir. But
4 I stand to be corrected.

5 I didn't say you owned the land. I said you had a financial
6 interest. You already agreed with me, sir, that the
7 reason - - -

8 COMMISSIONER: Just a moment, Mr Tovey.

9 MR JUEBNER: That was the point of my objection earlier,
10 because it was put as an interest and I asked my learned
11 friend to clarify is he putting it as a financial
12 interest, and now he's in one sense sliding to that term
13 "financial interest", which I'd asked him to clarify
14 earlier. He said he would get to it, and I just would
15 like him to be clear about it because I think in fairness
16 he ought to be clear about that.

17 COMMISSIONER: Mr Tovey.

18 MR TOVEY: (To witness.) You understand, sir, do you not, that
19 what I'm suggesting is that you had a financial interest
20 in Elysian Estate?---If a "financial interest" is
21 guaranteeing a loan, if that is the definition, sir, yes.
22 You have already told me that the reason that loans are
23 guaranteed when companies are set up is because the people
24 who are backing the company, the owners of the company,
25 are required to do it so the company can get finance; you
26 have already told me that, haven't you? And you, I would
27 suggest, and companies associated with you were the
28 primary guarantors of \$14 million which I'd suggest went
29 to the company Elysian Group Pty Ltd, which provided, as

1 you have already conceded, the seed capital for Elysian
2 Estate. Now, is all that true?---Before I answer that,
3 sir, could I make a comment?

4 No, I just want to know whether it's true or not.

5 COMMISSIONER: You can answer the question and make your
6 comment, Mr Woodman, unless you feel that you can't answer
7 it other than by making the comment?---I think it would be
8 best if I made the comment and then if - - -

9 You go ahead?---Yes. The New Watsons Survey & Engineering
10 Trust, for instance, has no financial benefit from the
11 development of this particular parcel of land, but from
12 the reading of this document I would suggest that they
13 have been asked to guarantee the loan if for whatever
14 reason other persons or other people on this document
15 were - or the development itself failed to repay the loan.
16 So the New Watsons Survey & Engineering Trust has no
17 financial gain from it but they are guaranteeing - they
18 are guaranteeing the loan. Now I'm happy to answer the
19 question, sir, if you could - - -

20 You want the question repeated now, do you? Good luck,

21 Mr Tovey.

22 MR TOVEY: Sir, what I was putting to you is that it is true,
23 is it not, that you have already agreed that on your
24 understanding, having refreshed your memory from these
25 documents, there was a guarantee made by you and persons
26 and companies associated with you for \$14 million; you
27 agree with that?---Yes.

28 And you've also volunteered, if my recollection is correct,
29 that that would normally mean that the people who are

1 making the guarantee are the people who own the company
2 and are going to benefit from its - and are going to
3 benefit from its activities?---If I made that - if I did
4 make that comment it was incorrect, sir. That's not
5 necessarily the case. We are required to provide
6 guarantees by the bank for all sorts of reasons and, as
7 I said, the one - - -

8 What, does the bank require you to guarantee loans to people
9 who you don't know or entities that you are not associated
10 with?---No, of course not, sir.

11 Why would you be the major pledger of 14 million if you are not
12 going to benefit out of it?---We have a banking
13 association with the National Australia Bank that is
14 Watsons new engineering trust and because of that
15 association they are taking the opportunity to include
16 that particular body as a guarantor to a loan, but - - -

17 So, what, the National Bank just said, "You are a client of
18 ours and we would like you to come in and guarantee
19 somebody's loan"? Is that what you are saying? I don't
20 understand what you just said.

21 COMMISSIONER: Mr Woodman, just so you understand why counsel
22 assisting is pursuing this question of your interest in
23 Elysian, we have already seen sufficient examples, and
24 I suspect there's more to come, of the extent to which you
25 personally showed an interest in various council motions
26 that were concerned with the H3 intersection?---Yes, sir.
27 That you showed a great interest in the way that you had shown
28 in relation to the C219 development. What counsel is
29 seeking to explore with you is why were you doing that?

1 Why did you have that level of interest in the H3
2 intersection?---Okay. Well, the H3 intersection is part
3 of the construction process of Hall Road and the permits
4 associated with land in that particular area mention the
5 H3 construction, and at the time that the H3 intersection
6 became a matter of concern to council was when we noted
7 that in fact a responsible party for construction of the
8 H3 intersection was in fact not completing that
9 requirement, and we brought it to the attention of the
10 town planner that then investigated it with the council
11 and discovered, as is the case now on the record, that the
12 H3 intersection was meant to be constructed, wasn't being
13 constructed. I had been, as many people, driving up and
14 down Hall Road for many years, our estate was adjacent to
15 that, and as a consequence of that I took an interest.
16 I'm trying to think of another example of where - - -
17 Do you mean, Mr Woodman, just out of the goodness of your heart
18 as a citizen of that area you observed that there was
19 something that should have been done that wasn't being
20 done; is that all there is to it?---Yes, sir. I think
21 it's a little bit more than that, than just a good
22 citizen, but there are some - on the north side of Hall
23 Road some 500 houses that required the H3 intersection to
24 get safe access from their homes onto Hall Road - - -
25 Yes?---And as a consequence of that it was more than just a
26 cursory, "Oh, you know, why isn't that being built?" It
27 was worthy of further investigation, and that's what we or
28 I requested the town planner acting for the landowner to
29 investigate.

1 You've said "we" a number of times. Who is the "we"?---Sorry,
2 sir, I should say "I".

3 No, no, you were obviously speaking on behalf of people other
4 than yourself as well, were you not?---No, no,
5 I apologise, sir. I use the word "we" too frequently.
6 I was interested in understanding as to why the H3
7 intersection, which was meant to be constructed as part of
8 an estate on the north side of Hall Road, was not being
9 constructed in accordance with the planning permit that
10 had been issued for that particular estate.

11 MR TOVEY: You referred in answering the Commissioner to "our
12 estate" abutting Hall Road. Why did you use the term
13 "our"?---Again, rightly or wrongly, sir, when I'm acting
14 as engineer, surveyor, whether it be at Exford Waters
15 or - yes, it's not meant to mean a term of ownership, sir.

16 COMMISSIONER: That means you had a long-term financial
17 interest in one or more of the estates surrounding the
18 intersection. In the end you had services that you were
19 hoping to be able to provide?---Correct, sir, but no
20 ownership. My understanding is I do not own any of that
21 land. But I was required to guarantee because of the
22 opportunity the bank takes in capturing as many people who
23 are prepared to guarantee a loan.

24 Yes, Mr Tovey.

25 MR TOVEY: I just want to ask you about some things that in
26 view of the answers you have given we might need to get
27 further transcripts made. We can go back to this on
28 Monday, if necessary. Were you aware that Councillors
29 Aziz and Schutz and Stapledon and Ms Wreford used to, when

1 they were talking about you, refer to you as "the blood
2 donor"?---I beg your pardon, sir, could you repeat that
3 last word?

4 Yes. When those people, that is the three councillors and
5 Ms Wreford, were speaking about you together they would
6 regularly refer to you as "the blood donor". Do you know
7 of any reason why they might do that?---No, sir, not that
8 I'm aware of.

9 COMMISSIONER: Have you moved on from the guarantee, Mr Tovey?

10 MR TOVEY: I have, yes, Mr Commissioner. I tender that.

11 #EXHIBIT 31 - Guarantee and indemnity to the National Australia
12 Bank of 5 January 2015.

13 MR TOVEY: I apologise, Mr Commissioner, and I do it regularly,
14 but the second phone call that was played before lunch was
15 not tendered, and that was a phone call dated
16 19 October of - sorry.

17 COMMISSIONER: I have the date. Is this the phone call between
18 Mr Woodman and Mr Green?

19 MR TOVEY: No, between Mr Woodman and Mr Marriott, your Honour.

20 COMMISSIONER: That's exhibit 30, 20 November 2018.

21 #EXHIBIT 30 - Phone call between Mr Woodman and Mr Marriott
22 dated 20 November 2018.

23 MR TOVEY: Did you, sir, ever discuss with Ms Schutz the fact
24 that your son, Heath Woodman, would only be paying for the
25 last leg of the intersection, and did you tell her - this
26 is on 12 October 2018 - "I'm expecting Dacland to pay
27 equal to that as well and the council to pay the rest.
28 That's where I'm heading. Boom, boom, boom"? Did you say
29 that?---Sir, could you just repeat the date of that

1 discussion?

2 That is on 12 October 2018?---At that stage, sir, we had - - -

3 No, do you agree that you had that conversation?---I have many
4 conversations with Ms Schutz, sir.

5 Do you agree you had a conversation with Ms Schutz of that
6 nature?---I had a proposition, and I'm trying to think of
7 the date, where Hall Road would be duplicated and the
8 landowners and including the council and VicRoads would
9 contribute to the cost associated with the duplication and
10 construction of H3 and the Evans Road and Hall Road
11 intersection, sir.

12 Did you discuss with Schutz a program or project or a
13 suggestion that H Woodman, that's Heath Woodman, your son,
14 would only be paying for the last leg of the intersection?
15 Did you discuss that?---And that was on October?

16 That was on October 12, 2018?---Sir, I cannot accurately say
17 "yes" or "no". That is a possibility.

18 How could that be a possibility if, to your knowledge, your son
19 had nothing to do with the construction of the
20 intersection?---Because, sir, under the planning permit it
21 is a requirement for one of the subdividers to actually
22 build the intersection.

23 You were talking to her about your son paying for the part of
24 the intersection. Why was he paying if he had no interest
25 in the adjoining properties or in Elysian Estate or Alara
26 Estate, to your knowledge? Why did you think he was
27 paying for part of the - the last leg of the
28 intersection?---Well, sir, in October of 2018, as my
29 recollection, the estate on the north side of Hall Road

1 were in the process of constructing stage 10 of their
2 estate. Their planning permit required them as part of
3 the overall construction of the estate to build the H3
4 intersection or part thereof as part of stage 9, and
5 I had, as mentioned to the Commissioner, in driving past
6 noticed that stage 10 of the estate had progressed to a
7 point where titles would be released very shortly but that
8 there had been no commencement of the construction of the
9 H3 intersection, which was clearly set out in the planning
10 permit for the land on the north side of Hall Road.

11 COMMISSIONER: I think we have got the gist of the reason you
12 advanced, Mr Woodman. Dacland - was the company Dacland
13 one of the owners of land abutting the H3
14 intersection?---Yes, correct, sir.

15 And do you have any recollection at any stage of devising a
16 strategy in which you sought to have Dacland assume a
17 greater level of burden of the construction of the
18 intersection than the council had presently
19 envisaged?---No, sir.

20 MR TOVEY: Do you remember what the question was asked? The
21 question I asked you was: why did you have an expectation
22 that your son was paying for part of an intersection in
23 respect of a development he had nothing to do with? Why
24 did you expect that?

25 MR JUEBNER: The evidence was not that he had nothing to do
26 with it. I think the evidence was that he was the project
27 manager of it. It's not right to say he had nothing to do
28 with it.

29 MR TOVEY: Is my friend saying that the project manager's - - -

1 COMMISSIONER: Please, gentlemen. Sorry, what's your point,
2 Mr Juebner?

3 MR JUEBNER: The point is that the question that's being put
4 was unfair because the question was put that his son had
5 nothing to do with it. The evidence that Mr Woodman has
6 given was that his son was the project manager of the
7 project. So he has something to do with it.

8 COMMISSIONER: Yes.

9 MR TOVEY: So is it your understanding, sir, that if you take a
10 job as a project manager you then start putting in the
11 costs of the development itself?---As a project manager
12 you would be responsible for arranging or ensuring that
13 there was sufficient finance available to build the
14 estate.

15 No, as a project manager does one pay for the
16 development?---No, sir, not normally.

17 All right. So we will get back to this. What you said
18 was - or what Ms Schutz told you was that Heath Woodman
19 would only be paying for the last leg of the intersection.
20 Now, why was it that Heath Woodman would be paying for the
21 last leg of the intersection unless of course that
22 guarantee that we have seen and signed by him gave him an
23 equity interest in the development adjacent to the
24 intersection which was the subject of permit conditions?

25 COMMISSIONER: Do you accept, Mr Woodman, you said that?---Yes,
26 sir.

27 What's the reason for it? What's the reason for saying that if
28 your son didn't have an interest as an owner?---I'm
29 terribly sorry, sir, if I've said that my son's company or

1 one of his companies didn't have an interest in that land.

2 MR TOVEY: What's the truth?

3 COMMISSIONER: Did your son have an interest not as a manager

4 but as an owner?---As an owner, yes, sir.

5 Did your son have an ownership interest in one of the

6 properties adjoining the intersection?---Yes, sir.

7 MR TOVEY: So - - -?---Or he has a part of a company - - -

8 COMMISSIONER: It's taken us a while to get there, Mr Woodman.

9 MR TOVEY: When you told us that his only role was a project

10 manager, that wasn't true, was it?---Sir, I can't believe

11 that I would have said that, sir.

12 COMMISSIONER: Your counsel recalled that evidence, hence his

13 objection?---I apologise, sir, but - - -

14 MR TOVEY: You just lied, didn't you?---No.

15 This is not something about which you could have made a

16 mistake?

17 COMMISSIONER: I think just move on, Mr Tovey?---It's - - -

18 MR TOVEY: Did you go on in the course of that conversation on

19 12 October 2018 to tell Ms Schutz, "I'm expecting Dacland

20 to pay equal to that as well and the council to pay the

21 rest. That's where I'm heading. Boom, boom, boom." Is

22 that what you wanted to achieve?---Sir, we are talking

23 about a conversation that I can't clearly remember exactly

24 what it was all about, sir, but - - -

25 Well, was it your plan to reach a result where Dacland paid

26 equal and the council paid the rest, that's where you were

27 heading, "boom, boom, boom"? Does that properly reflect

28 your view at the time as to where you were going with H3?

29 COMMISSIONER: You are not satisfied that you said something

1 COMMISSIONER: What date is the second call, Mr Tovey?

2 MR TOVEY: The second call is the same day at - it's part of
3 the same call.

4 COMMISSIONER: Part of the same call?

5 MR TOVEY: Yes. Two clips. These are extracts from calls
6 because some calls go for a very long time and we just
7 don't have the time to play them all.

8 COMMISSIONER: Yes.

9 (Audio recording played to the Commission.)

10 MR TOVEY: So is it the case that on 12 October 2013 you spoke
11 to Geoff Ablett about catching up with him on Sunday
12 morning?---Apologies, sir?

13 On 12 October of 2018, having heard that call, did you make an
14 arrangement to catch up with Geoff Ablett on Sunday
15 morning?---I wouldn't have a recollection of that meeting,
16 sir.

17 Would you agree that that first call shows Geoff Ablett,
18 immediately after telling Mr Aziz he's got a call from
19 "the blood man", who is you, says - goes on to talk about
20 deferring - there being a resolution to defer works on the
21 intersection. That was what the phone call was about; you
22 heard it?---Yes, sir.

23 And Geoff Ablett saying, "I can get Rex over, but we don't want
24 a deferral, given the announcement", et cetera, et cetera.
25 So was it the case that you were aware that there was a
26 proposal to defer the works on the intersection and you
27 spoke to Mr Ablett about that?---Assuming that I had that
28 conversation, Mr Ablett was the - is the - my
29 understanding is the ward councillor for the Hall Road

1 and, reading into that transcript, is also very concerned
2 about the traffic accidents that have occurred in that
3 particular area.

4 Was the unsafety of the traffic accidents a strategy which you
5 and Megan Schutz and Ms Wreford adopted as an argument to
6 bring about the fast development or the accelerated
7 development of the intersection?---The H3 intersection is
8 a very dangerous intersection, sir, that needed to - - -

9 No, you are not listening to the question. The question was:
10 was that a strategy which those people I have mentioned,
11 including yourself, lit upon as a way of promoting the
12 fast - sorry, the accelerated building of the H3
13 intersection?---I'm terribly sorry, sir, could you ask the
14 question once more?

15 Yes. Was the alleged lack of safety in Hall Road and at H3
16 part of the strategy which you, in conjunction with Megan
17 Schutz and Lorraine Wreford, had developed to - in an
18 attempt to bring about the accelerated completion of the
19 H3 intersection?---The safety issue definitely. The
20 "acceleration" is a word that I don't think is being used
21 correctly there, sir. The H3 intersection was required to
22 be built at a certain point in time to provide for some
23 500 houses to be able to gain access onto Hall Road via
24 the H3 intersection for those persons who had bought land
25 in the Dacland estate, and the discussion was that if the
26 H3 intersection was deferred then those persons would have
27 to continue to gain access onto Hall Road via Evans Road
28 intersection, which was extremely dangerous and under
29 which there had been an acceleration in the accident

1 record report from the police.

2 It's apparent, sir, that you are very aware of the arguments
3 for accelerated development. Was the use of those
4 arguments part of a strategy to encourage the early
5 development of the - sorry, the early completion of the H3
6 intersection?---Sir, you continue to use the word
7 "acceleration". It was a planning permit requirement for
8 the developer on the north side at a point in time of his
9 development to complete construction of the H3
10 intersection to give controlled safe access for the
11 persons who had purchased land within his estate onto Hall
12 Road. Without that, it was left in a very dangerous
13 situation that they had to traverse - - -

14 COMMISSIONER: Mr Woodman, I think we understand all
15 that?---Yes.

16 What you are being asked is, using your word "strategy", was
17 part of your argument for ensuring that there was no
18 deferral of the construction of the intersection
19 safety?---Correct, sir.

20 Right.

21 MR TOVEY: And if you go to the second conversation you'll see
22 that, having had the initial conversation about the
23 deferral that - or, sorry, the council agenda which was
24 going to consider a suggestion of deferral, there was a
25 conversation where Sam Aziz tells Geoff Ablett that he's
26 going to need an alternate resolution. You have heard
27 that conversation?---Yes, sir.

28 And Ablett said, "Yep, they're working on it." Do you know who
29 was working on that alternate resolution?---No, sir.

1 I could make a guess, but - - -
2 What would your guess be?---I would imagine that it would be
3 Ms Schutz.
4 And why would you guess that rather than the officers of the
5 council whose job it is to assist councillors in respect
6 of the creation of resolutions?---You're correct, sir, it
7 could very well have been the council officers because
8 I think I recall in the transcript that you've just shown
9 me the words "Glen" was used on numerous occasions, and
10 I presume that is the CEO of the City of Casey. So
11 I might correct myself there and say, sir, it could have
12 been - when referring to "they're working on it", it could
13 have been the council officers.
14 All right. So, in any event, were you providing information to
15 Mr Ablett to assist in providing him with the ability to
16 advocate for the - for stopping the deferral of the H3
17 intersection?---I think we may have discussed the position
18 in relation to the Evans Road and Hall Road intersection.
19 I think that discussion would have occurred, he being the
20 ward councillor, yes, sir.
21 And could you have a look at pages 1191 and 1192? This is a
22 document dated 14 October 2018.
23 #EXHIBIT 32 - Phone call between Mr Ablett and Mr Aziz on
24 12 October 2018, two excerpts.
25 MR TOVEY: Can we go to the next page? So do you see on the
26 second page Victoria Police statistics about accidents
27 causing injury or fatality in Hall Road; is that right?
28 That's what that is?---Yes, sir.
29 If we go back, do you see that being sent from Geoff Ablett to

1 Sam Aziz on that day and the message being forwarded from
2 you?---Yes, sir.

3 And both of it are going to their private email
4 addresses?---Yes, sir.

5 And are you saying that, although you had no financial interest
6 in the intersection, you took it upon yourself because you
7 are a good citizen to send statistics which favoured not
8 deferring the intersection to Aziz and Ablett?

9 MR JUEBNER: Mr Commissioner, the email is not sent - - -

10 MR TOVEY: Sorry, sharing the statistics with Aziz and Ablett.

11 MR JUEBNER: Sorry, my point was it wasn't actually sent to
12 Mr Aziz. It was sent to Mr Ablett by the look of it.

13 COMMISSIONER: I'm sorry, Mr Juebner?

14 MR JUEBNER: Sorry, Commissioner, the email appears to be sent
15 by Mr Woodman to Mr Ablett, and then on the chain of it it
16 appears that Mr Ablett sent it to Mr Aziz. It wasn't
17 Mr Woodman who sent it to Mr Aziz.

18 COMMISSIONER: Yes.

19 MR JUEBNER: And I think the question was being put that it was
20 sent by Mr Woodman to Mr Aziz, which it wasn't.

21 COMMISSIONER: Thank you.

22 MR TOVEY: Why are you sending this to Mr Ablett? Because you
23 are trying to provide him with ammunition to fight against
24 the deferment?---The origin of those accident statistics,
25 my understanding, was from the Victorian police.

26 No, I'm not asking you what they are. I'm asking you why you
27 sent them?---Well, Mr Ablett is the ward councillor and
28 that particular intersection that we are talking about is
29 an extremely dangerous one, as you can see from

1 the accident record.

2 COMMISSIONER: I don't follow why you are dealing with
3 Mr Ablett at all. You have told us unequivocally that as
4 a matter of integrity you would not communicate with
5 Mr Ablett about council matters once that conflict of
6 interest had arisen. Did you not say that very early on
7 in your testimony?---As a matter of course, sir, yes.

8 But it's evident - - -?---Yes, sir.

9 It's evident, Mr Woodman, from much of what's emerged since you
10 have said that that you were continuing to deal with
11 Mr Ablett about council matters notwithstanding that he
12 was in a conflict of interest position?---Yes, sir. On
13 this occasion, sir, yes.

14 And you went on to say early on in your evidence that you
15 accepted as a matter of integrity that a councillor who
16 had a conflict of interest should not seek to influence
17 other councillors; did you say that?---Correct. Yes, sir.

18 What are we doing here with Mr Ablett?---Mr Ablett as the ward
19 councillor for that particular ward is providing Mr Aziz
20 with accident records; yes, sir.

21 No, but this and other communications that have been explored
22 with you in the last couple of days show, that
23 notwithstanding that Mr Ablett and - if we accept also
24 Mr Aziz had a conflict of interest - Mr Aziz, you were
25 engaging with them about council matters and you were also
26 utilising them to seek to influence other
27 councillors?---Sir, I don't believe that I was attempting
28 to influence them to influence other councillors, but
29 I was certainly making them aware of the - well, I would

1 like to go back to where the original accident statistics
2 that I was shown earlier, if I could, please, sir.

3 No doubt counsel will want to ask you if you are saying you
4 weren't trying to influence anyone why provide Mr Ablett
5 with any statistics. He couldn't vote on the motion,
6 could he?---No.

7 He had a conflict?---Correct, sir.

8 So if you are providing him with the information presumably
9 it's for some other purpose?---It's for him to be aware,
10 sir. I think that he was in contact with community
11 persons that were interested in having the intersection
12 built, sir.

13 MR TOVEY: And why was it then that you sent it to his private
14 email rather than his council email?---Sorry, sir?

15 Why did you send it to his private email rather than his
16 council email if it was a ward matter?---I have no answer
17 for that, sir.

18 All right. Could the witness, please, have played to him
19 tab 26. This, sir, is a conversation between Ablett and
20 Schutz on 16 October.

21 #EXHIBIT 33 - Email chain of 14 October 2018 involving
22 Mr Ablett, Mr Aziz and Ms Woodman.

23 (Audio recording played to the Commission.)

24 MR TOVEY: That's Geoff Ablett talking to Megan Schutz, you
25 understand that?---Correct, sir.

26 When you see the last part of that conversation does that
27 concern you at all, being a man who's concerned about good
28 governance?---The last part of the conversation?

29 That's the part where Megan Schutz - first of all you have got

1 Mr Ablett, who is conflicted in respect of anything you
2 want; is that right?---I believe that 99 per cent of this
3 particular email is in relation to the safety record of
4 the intersection of Hall Road and Evans Road.

5 I just ask you to answer the question. Ablett was conflicted
6 in relation to acting in your interests; true?---Correct.
7 You were advocating for the deferral; true?---I was advocating
8 for the non-deferral of the H3 intersection.

9 I'm sorry, the non-deferral. Yes, I'm sorry, I misstated.

10 Yes. Okay?---Yes.

11 So then what happens is through Megan Schutz you arrange, do
12 you not, for a letter which is made up by her to be
13 provided by SCWRAG to be produced to council?---Not I,
14 sir.

15 It was at your behest, wasn't it - - -?---No, sir.

16 That she did these things? We'll go back to that.

17 COMMISSIONER: Mr Woodman, what do you mean, "No, sir"? Are
18 you wanting to suggest that what Ms Schutz is doing here
19 was not with your approval?---It's certainly with my
20 approval, sir.

21 MR TOVEY: So what you have there in the concluding 30 lines is
22 that you have Megan Schutz asking Ablett to ring around
23 the other councillors and to say to them, "Have you seen
24 that letter that SCWRAG sent;" all right? And that's a
25 letter which has been organised and indeed composed by
26 Ms Schutz; right?---Yes, acting pro bono for SCWRAG, yes.
27 Then you have got Geoff Ablett saying, "I will do it." So he
28 agrees to do it. Then she says to Megan Schutz - sorry,
29 then she says, "Do I give Sam Aziz a ring as well," and

1 Ablett says, "Yeah, give him a ring, and have you got the
2 alternate recommendation to back up the letter's talking
3 point?" She says, "Yes, I'll" - Ablett says, "But what's
4 the recommendation?" She says, "I'll send a
5 recommendation this morning." Geoff Ablett says, "To Sam,
6 and CC me in at" blah, blah, blah. Now, if I can just
7 take you to parts of that. You understand that this is a
8 council - this is a council motion which they are there
9 talking about being produced by Megan
10 Schutz?---Alternative motion, sir, I think.
11 Alternative motion. That's alternative to the proposal that
12 was being put up. So it's a motion that's being put
13 forward as an alternative motion, isn't it?---Yes. So the
14 council officers would put up a motion.
15 Yes?---And - - -
16 And then Megan Schutz with your assistance, I would suggest,
17 would put together a motion that represented whatever
18 interest you had at any particular time?---No, I disagree
19 with that, sir.
20 And then this is being done by a councillor who has a conflict
21 in respect of your interests, that is correct, is it
22 not?---The intersection of H3 and Evans Road was not,
23 I don't believe - he did not believe that there was a
24 conflict of interest due to the fact that that
25 intersection has an extremely dangerous accident record.
26 He disqualified himself on the basis of his - from voting on H3
27 on the basis of his association with you. That's what
28 happened. You knew he was claiming conflict in respect of
29 every H3 decision and had been ever since publicity shone

1 the light on your relationship?---Yes, sir.

2 So in respect of H3 matters, as this was, he declares a
3 conflict but behind the scenes he is dealing with Megan
4 Schutz putting together notices of motion and he is then
5 dealing with Sam, who is Sam Aziz, because he can't do it
6 himself; true?---Correct, sir, except I think you said
7 I was having something to do with the motion. I had
8 nothing to do with the alternative motion, sir.

9 COMMISSIONER: Mr Woodman, are you suggesting that any part of
10 what these three persons were here discussing that they
11 intended to do was not with your approval and with each of
12 them thinking, "This is precisely what Mr Woodman wants us
13 to do"; do you have any doubt about that?---No, no, sir.

14 MR TOVEY: You couldn't, could you, because that's exactly what
15 Mr Ablett in the opening few lines says. He's told that
16 there is a document coming - sorry, the letter is going to
17 come from Ray, and that's Ray Walker from SCWRAG, and that
18 it 's going to be on the basis of community safety, and
19 the first thing Geoff Ablett asks her is, "What's John
20 think about that", to which Schutz says, "He's fine." You
21 understand that?---Yes, sir.

22 COMMISSIONER: Mr Woodman, this is another overlay. We talked
23 the other day about the concern which you acknowledged
24 that there's a lack of transparency often in terms of
25 who's actually the driving force in terms of what
26 community groups are doing, or the lack of transparency.
27 This is another glaring example of it, though, isn't it?
28 It's not merely that we have a lack of transparency about
29 who's driving the community group, but indeed we have a

1 developer through his consultant or those working with him
2 that's actually formulating the letter which is going to
3 be presented on behalf of the community group?---Sir, the
4 only - Ms Schutz acting pro bono for SCWRAGers in the dual
5 role, yes, that lacks transparency which I think was clear
6 to all parties; but I stand to be corrected there, sir.
7 Again, I wish to point out that my part in this was
8 alerting Ms Schutz to the fact that stage 10 was being
9 released prior to the construction of H3, and from that
10 moment on she conducted, I would consider, the
11 strategising of how that was going to be rectified.

12 Are you saying, sir, that you have a recollection - you have a
13 recollection that Ms Schutz did not charge anyone for this
14 work? Do you have a memory of that, do you?---No, sir.

15 So why do you keep emphasising that she was doing this pro
16 bono?---Only for the SCWRAGers group, sir. So she's
17 writing a letter or advising the SCWRAGer - the Cranbourne
18 West Residential, she's advising them about a letter that
19 they should be writing to the councillors about the danger
20 of the Evans Road and Hall Road intersection.

21 I understand that. But unless you are saying to me you have a
22 clear recollection that she did not charge anyone, never
23 mind SCWRAGers, she didn't charge anyone for that work
24 that she was doing?---I didn't believe so, sir, no.

25 You have a memory of that, do you?---No, I don't.

26 MR TOVEY: Was she rendering invoices to your firm at this
27 stage? Was she rendering invoices to your company at this
28 stage?---Not to my company she wasn't, sir.

29 Not to Watsons?---No, sir.

1 What about to - when you said "not to my company" did you think
2 that there might be other companies? Was she rendering
3 invoices to Leightons? No, because Leightons had nothing
4 to do with H3, did they?---No.

5 So getting back then to the conversation itself you were
6 there - sorry, Geoff Ablett was wanting Sam Aziz's private
7 email. Do you know of any reason why Councillor Ablett
8 might have wanted this to go to Sam Aziz's private email
9 rather than to his council email?

10 COMMISSIONER: You might save that for Mr Ablett, Mr Tovey,
11 that question.

12 MR TOVEY: Geoff Ablett indicated that they were going to do a
13 press release and that Ablett has been to see Glenn;
14 that's Glenn Patterson; is that right?---Correct, sir.
15 I believe so, sir.

16 Did you ever find out about the fact that Ablett had sought to
17 have the CEO, Glenn Patterson, make a press release?---No,
18 I'm not familiar, sir.

19 Did you ever suggest that it would be a good idea that there be
20 a press release indicating that both parties supported
21 your position in respect of a particular issue?---I don't
22 believe so, sir.

23 You see Megan Schutz speaking about, "It all turns into
24 absolute fuckery with dickhead then Sam Aziz just has the
25 fall back positions and says, 'Oh, well, let's defer it.'"
26 Now, from your experience was Sam Aziz a
27 dickhead?---Apologies, sir?

28 Well, have you ever complained about Sam Aziz in circumstances
29 where you have called him a dickhead or whether - has

1 Ms Schutz ever discussed with you the fact that he's a
2 fool or a moron or any of those sorts of things?---No,
3 sir. Not that I can recall. Not in a serious sense.
4 I mean, from time to time people do in a jocular sense
5 refer to people as being as you have just described. But
6 I don't - I don't - I can't recall using those words, sir.
7 I now want to go on to - - -

8 COMMISSIONER: That will be exhibit 34, phone call between
9 Schutz and Ablett dated 16 October 2018.

10 #EXHIBIT 34 - Phone call between Ms Schutz and Mr Ablett dated
11 16 October 2018.

12 MR TOVEY: Following upon this I can tell you that the council
13 meeting was that evening at 6.31, and indeed Mr Aziz did
14 move an alternate resolution referring to accident data
15 provided by SCWRAG, a letter from SCWRAG and sought to
16 have Dacland commence construction immediately and he
17 moved not to support the request to defer. Now, were you
18 aware that those proposals were put before council and
19 voted on?---I'm aware of that, sir, yes.

20 COMMISSIONER: You were?---I am aware of that, sir.

21 You were at the time?---Yes, sir.

22 MR TOVEY: And the proposal was passed, I suggest, on the
23 casting vote of Councillor Smith, who was nominated to
24 chair the meeting in the absence of Councillor Ablett.
25 Did you know that?---Yes, sir.

26 And you also knew, did you not, that councillors when
27 Councillors Ablett and Stapledon disqualified themselves,
28 they still had a vote in nominating who would chair the
29 meeting; you knew that?---I'm not aware of that, sir.

1 Do you know that now? Before I told you did you know

2 that?---No, not until you - - -

3 Let me tell you - I will take you to a phone call where you
4 discuss precisely that. Do you want to stick with that or
5 not?---Sir, I'm not aware of those discussions, sir. But
6 if there is a phone call then obviously I have.

7 COMMISSIONER: Just while I think of it, Mr Woodman, as you
8 have explained from the time you entered into your
9 agreement with Mr Ablett in which he would provide you
10 with some equine advice and you paid him a retainer so
11 that he was thereafter conflicted, you were aware that he
12 then sought to exclude himself from council motions where
13 you or your clients had any interest in the issue. What
14 the Local Government Act provided for was that a
15 councillor who has a conflict of interest must not only
16 identify the type of interest but provide details of it.
17 Did you ever satisfy yourself that Mr Ablett had disclosed
18 the extent of his conflict as it's emerged before the
19 Commission?---The documents that I have seen, sir, only
20 just show that he has an equine interest; that's all.

21 Correct. He may - never disclosed any of the other
22 arrangements that he had with you that would have given
23 rise to a conflict; is that so?---That's correct, sir.

24 Do you know why that's so?---No, I don't know, sir.

25 Did you ever raise that with him, that his declarations either
26 to the CEO or to the council as to the nature of his
27 conflict was inadequate?---I had asked him had he had any
28 advice from governance in relation to the matter that his
29 disclosure appeared not as full as what it should have

1 been, sir.

2 What do you think is the purpose of a legislative requirement
3 that a person who has a conflict should disclose the
4 detail of it? What's the purpose of requiring the
5 detail?---I think it gives a full picture of the extent of
6 which the interest between the two parties exists, sir.

7 A full picture to who?---To the public and to - - -

8 And in particular to fellow councillors?---Correct, sir, yes.

9 So if someone has a conflict of interest and doesn't either
10 disclose it at all or doesn't fully disclose it then when
11 there are communications between that councillor who has a
12 conflict and other councillors they may not appreciate the
13 position from which the councillor with the conflict is
14 speaking?---Correct, sir.

15 MR TOVEY: Could we go, please, to tab 23 and have that played.
16 This is a conversation on 16 October 2018 at 4.40 in the
17 afternoon between Megan Schutz and Sam Aziz. So this is a
18 conversation, sir, about two hours before the council
19 meeting.

20 COMMISSIONER: So what date was that, Mr Tovey?

21 MR TOVEY: That's 16 October 2018.

22 COMMISSIONER: Thank you.

23 (Audio recording played to the Commission.)

24 MR TOVEY: What you glean from that is when Megan Schutz was
25 speaking to Sam Aziz he didn't even know what the
26 officer's recommendation was going to be before council
27 that night, did he? He said that. At the bottom of the
28 third page he said - he said, "Okay, and the officer's
29 recommendation" - that's the officer's recommendation -

1 "is that we write to him," and Megan Schutz had to point
2 out that "the officer's recommendation is that you should
3 support the grant of secondary consent to allow Dacland to
4 defer works." So he didn't even know what the issue was;
5 you understand? Would you agree, having heard that, that
6 Megan Schutz is just acting like a ventriloquist
7 expressing to Mr Aziz what he has to say to council about
8 an issue which he hasn't prepared at all?---No,
9 I disagree, sir. I think that she's pointing out to him
10 the arguments as to why a deferment is not in the best
11 interests of the community.

12 And does he make in the course of that conversation one
13 original contribution or thought as to how passionate he
14 is about this issue?---Well - - -

15 All he says is "okay". He's Megan Schutz's yes man; Megan
16 Schutz's okay man. That's what he was?---No, I disagree
17 with you, sir.

18 Well, if other people draw that from it can you suggest any
19 reason why he might be so thoroughly willing to embrace
20 everything she put to him?---Probably because, well, from
21 my point of view it was an excellent argument that she was
22 putting forward.

23 Well, he didn't even know what it was about. But, you see,
24 that's the problem, isn't it? He had signed up here to an
25 argument that was not his argument, it was her argument,
26 and he didn't even know what the issue was about. Now,
27 why would he do that unless you were paying him
28 off?---I disagree, sir. I'm not sure that I've seen this
29 particular video of the debate that was undertaken,

1 but - because there were a number of them, but - - -
2 Aren't you appalled listening to that?---I beg your pardon,
3 sir?
4 Aren't you appalled listening to that as a person who was
5 concerned about things being done in government correctly?
6 COMMISSIONER: What counsel is putting to you is are you
7 concerned that Mr Aziz was a blank canvas and being fed
8 instructions by Ms Schutz, was then prepared to do as she
9 suggested?---Only because of the fact, sir, that - the
10 answer is, yes, only because of the fact that she had - he
11 had, I would imagine, great confidence in Ms Schutz's
12 ability to be able to recommend a course of action which
13 was in the best interests of the community.
14 MR TOVEY: Were you conscious of the fact that that night or
15 are you now conscious of the fact that that night Sam Aziz
16 was just reading out a script before the council?---Yes.
17 COMMISSIONER: Your answer to that, Mr Woodman - - -?---Yes.
18 Your answer to that, Mr Woodman, seems to have been
19 consistently that wouldn't matter so long as the script
20 was the right script; that is as long as it was a fair
21 thing, as long as it was the morally right thing, then it
22 would be okay, that he's just reading out a script; that's
23 your position, isn't it?---Yes, thank you,
24 Mr Commissioner, yes.
25 MR TOVEY: Could the witness be played tab 8, clip A, please?
26 Might we sit on an extra five minutes, sir?
27 COMMISSIONER: Yes. If you can manage another five minutes,
28 Mr Woodman, or would you like to stop now?---No, no,
29 another five minutes, thank you, sir.

1 Another five minutes.

2 MR TOVEY: This is a call at 9.41 - sorry, at 7.41 pm
3 presumably while the council is still meeting on
4 16 October 2018. This is a call between Megan Schutz and
5 you.

6 #EXHIBIT 35 - Conversation between Ms Schutz and Mr Aziz on
7 16 October 2018.

8 (Audio recording played to the Commission.)

9 COMMISSIONER: What was the date of that, Mr Tovey?

10 MR TOVEY: That, Mr Chairman, was 16 October 2018.

11 COMMISSIONER: Thank you.

12 #EXHIBIT 36 - Phone call between Ms Schutz and Mr Woodman dated
13 16 October 2018.

14 MR TOVEY: Can I just ask one question before we adjourn. You
15 are there assenting to Ms Schutz indicating that Sam Aziz
16 is an idiot and a dickhead who can't even read a script.
17 What was it that made you agree to pay him \$600,000 as a
18 consultant over two years?---Sir, I think we are talking
19 about two different matters there, sir.

20 Is that an appropriate time?

21 COMMISSIONER: Yes. Mr Woodman, you are excused until Monday
22 morning at 10 o'clock. We'll resume - I'm not sure how
23 much longer the examination will take. Perhaps I'll ask
24 Mr Tovey to give us an indication just so you know what
25 lies ahead. Mr Tovey, what's your estimate about how much
26 longer you will be?

27 MR TOVEY: We are hoping to finish on Monday, Mr Commissioner.

28 COMMISSIONER: Very good.

29 MR TOVEY: But it might drift slightly over.

1 COMMISSIONER: Yes. That might be of some comfort to you,
2 Mr Woodman. We'll see you at 10 o'clock on
3 Monday?---Thank you, very much, sir.

4 COMMISSIONER: Yes, Mr Juebner?

5 MR JUEBNER: Sir, I was just going to note at the bottom of
6 page 4 of exhibit 36, which was the most - the latest
7 telephone transcript we have just seen, there was a part
8 of the conversation attributed to Mr Woodman but in fact
9 the voice was - - -

10 COMMISSIONER: I noticed that also.

11 MR JUEBNER: Yes.

12 COMMISSIONER: Yes, thank you, Mr Juebner. Very good. We'll
13 adjourn until 10 am on Monday morning next.

14 <(THE WITNESS WITHDREW)

15 ADJOURNED UNTIL MONDAY, 25 NOVEMBER 2019 AT 10.00 AM

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