

IN THE PLANNING AND ENVIRONMENT COURT  
AT BRISBANE

No. 2916/24

Between:	<b>David Manteit</b>	Applicant
And:	<b>Lord Mayor Adrian Schrinner</b>	First Respondent
	<b>Dr Kerrie Freeman</b>	Second Respondent
	<b>Susan Hedge</b>	Third Respondent
	<b>Sara McCabe</b>	Fourth Respondent

**APPLICANT'S OUTLINE OF ARGUMENT FOR CONTEMPT PROCEEDINGS**

**Introduction**

1. The Applicant and Respondent's names in this contempt of court application have been shortened for easier reading.

David Manteit - "Manteit"  
Lord Mayor Adrian Schrinner - "Schrinner"  
Dr Kerrie Freeman - "Freeman"  
Susan Hedge - "Hedge"  
Sara McCabe - "McCabe"  
Brisbane City Council - "Council"

**Orders sought**

2. The applicant firstly seeks an order that the respondents be punished for contempt of court by contravening orders of the Court.

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APPLICANTS OUTLINE OF  
ARGUMENT FOR CONTEMPT  
PROCEEDINGS

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Compliance with court orders is critical for the continued administration of justice and to ensure public confidence in the judicial system

30. A civil contempt is a breach of a court's order or an undertaking. The elements of the offence of a civil contempt were set out by Perram J in *Re Group Pty Ltd v Kazal (No 4)*<sup>27</sup> as follows:

“In a case of civil contempt, the Plaintiff must prove that:

- (i) an order was made by a court;
- (ii) the order was sufficiently clear such that one can be sure beyond reasonable doubt that the order was not complied with;
- (iii) the order was served on the alleged contemnor or that service was for some reason dispensed with under some lawful order;
- (iv) the alleged contemnor had knowledge of the terms of the order;

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<sup>26</sup> Fox, above n15,1.

<sup>27</sup> [2017] FCA 1084 at [73] (Perram J).

3. The Applicant also seeks an order that the respondents be punished for lying to the Court about the **facts**, for 7 months. The lying in court by the Respondents must stop.

4. The court must not allow for these methods of contempt to be used as a strategy for any party to be applied in any case, the Court in the future. If these types of contempt strategies are not stopped by the Court, then this precedence may be considered “normal” by any other party in the future.

The court must decide now, if the conduct by the Respondents is to be the future standard for all future cases.

5. The Applicant seeks an order that the **punishment**, if found guilty, is 2 years imprisonment, or otherwise determined by the Court, for the individual Respondents.

6. It believe that it is beyond reasonable doubt that all of the Respondents have committed contempt of court.

7. The Respondents must be stopped by this court from continuing to lie, hide the facts, dishonestly and the only finding by the court can be one of guilty of contempt for all the Respondents.

8. The contempt of court incidences are alleged to have occurred on a grand scale, from 12-12-24, the initial hearing, to 30-4-25, the last date of the trial. The facts revealed in this application are not exhaustive, but I believe sufficient for the orders requested by the Applicant.

9. The Applicant has applied for these contempt of court orders now and not before, since the evidence had to be compiled to a standard that makes it undeniable that contempt of court has occurred.

## Particulars

10. The Respondents are alleged to have thwarted the prosecution by Manteit of his case by the their use of improper actions, with ulterior motives.

They have been caught out.

11. It is alleged that there has been consistent lying by Susan Hedge in court and McCabe by her actions. It is alleged that they received instructions from Freeman and Schrinner.

12. Hedge and McCabe have a **duty to the court** to be honest at all times in the Court and it is alleged they have breached their duty to the Court. They have allegedly not been honest to the court, for 7 the whole months

13. Freeman, Schrinner, Hedge and McCabe **had every day since 25/9/24** to “come clean” on the facts of the case, including flooded pipes and timing of engineering submissions.

14. It is alleged that Schrinner and Freeman have at all times, given instructions to Hedge and McCabe in the case.

15. The power of the Planning and Environment Court to conduct this hearing is stated in S36 of the Planning and Environment Court Act 2016.

### 36 Contempt

- (1) A P&E Court judge has the same power to punish a person for contempt as a District Court judge.
- (2) The *District Court of Queensland Act 1967*, section 129 applies to the P&E Court in the same way as it applies to the District Court.

16. Schrinner and Freeman and Council have intentionally chosen not to respond to my letter to them of 20-10-25, which detail contempt of court allegations.

17. Schrinner and Freeman and Council have intentionally chosen not to respond to a written request for information in the same letter of 20-10-25, for information prior to lodgement of a minor change application. \$722 paid. This is alleged unconscionable conduct.

18. Schrinner and Freeman have intentionally chosen not to respond to a final warning by Manteit of court action, in my letter to them on 19-11-25.

### **Further allegations by Manteit**

19. It is alleged that Schrinner and Freeman instructed Council employees to design, engineer and approve 4 flooded Upstream Drainage and Onsite Drainage hydraulic plans, both shown in the Brisbane City Council RTI report and the DA approval.

It is alleged that Schrinner and Freeman instructed and paid for these flooded plans.

20. It is alleged that Schrinner, Freeman and Council intentionally proceeded to **file all court files to be relied upon for the trial 2916/24 in contempt of court** outside the Court order dates, including affidavit 49, so as to thwart and prejudice the prosecution by Manteit of his case. This is alleged contempt of court.

21. Freeman even signed and filed two of her own affidavits on 24-4-25, allegedly in contempt of court. That implies the blatant alleged contempt of the court in that the affidavits could have been signed weeks before.

22. It is alleged that Freeman, Hedge, McCabe and Council have intentionally chosen to defy the intentions of Judge Williamson KC on 12-2-25 which was asking the council to file their material "and then I'm going to ask the council to do the same and then we are going to a trial"

12-2-25

**Judge Williamson KC - "you give the Council all the material you want to rely upon a trial and then I'm going to ask the council to do the same in return, and then we are going to trial"**

**Judge Williamson KC**

I do mind. You've had plenty of opportunity. It's my turn. Sorry. This is what I'm going to do. I'm going to order the matters case managed by me. There are not going to be any joint meetings. What we're going to do is, we're going to do this old school.

There's going to be an exchange of material. So Mr. Manteit, you bear the onus, you give the council all the material, you want to rely upon a trial, and then I'm going to ask the council to do the same in return. and then we are going to trial.

And do we have the trial calendar here? Have you got your diary there Ms Hedge?

23. Schrinner and Freeman knew the original date to filed was 21-4-25, but due to Easter, this would have brought the date for filing back to the business day of 18-4-25. Continual extensions were sought by Council.

24. It is alleged that **Freeman** and **Schrinner** instructed **Hedge** to lie to Judge Williamson KC and the Planning Court commencing from 12-12-24 all the way through to 30-4-25, the last day of the trial, on various occasions.

25. Is is alleged that **Freeman** and **Schrinner** chose the dumbest barrister in Australia, instead of an intelligent barrister, since no other barrister would have allegedly lied to the Planning Court every time they represented Brisbane City Council or be be that stupid not know that a pipe is flooded 1.2m below the kerb.

**SUSAN HEDGE** **24-4-25 Hedge "It won't work"**

Mr. Corrigan... So, the Civil Works Engineers report says that where the red line is, the indicative line on the plan, that that won't work.

**JUDGE WILLIAMSON**

Okay. Well there we go.

**SUSAN HEDGE** **Judge Williamson KC - "Well there we go "**

That's Civil Works Engineers. That's the letter. Yes.

Mr. Corrigan agrees that where that red line is, like if you take a literal interpretation of what is in fact an indicative drawing, then that will not work. **"then that will not work"**

He's identified two other ways that you can achieve the outcome of the condition, which is to provide upslope drainage.

**JUDGE WILLIAMSON** **Hedge - "He's identified two other ways that you can achieve the ....condition."**

26) It is alleged that Freeman and Schrinner instructed Hedge to lie to Judge Williamson KC, on 24-4-25, by making the statement **“No I don’t think so”** when Judge Williamson KC asked Hedge “Is there any more from the Council’s side I need to know about before Monday?”

This is clearly alleged contempt of court, of the highest order.

27) It is alleged that Freeman and Schrinner instructed Hedge to lie to Judge Williamson KC on 24-4-25, when Hedge was asked **“Has Mr Manteit been given all the material to be relied on?”**

Hedge lie – **“he has all material in exactly the form that will be filed or relied on”. This is alleged contempt of court.**

28) It is alleged that Freeman and Schrinner instructed Hedge to lie to Judge Williamson KC on 24-4-25 when Judge Williamson KC asked **“Is there anything else from the council that needs to be dealt with before Monday?”**

<b>JUDGE WILLIAMSON</b>	<b>24-4-25</b>
So, if the hearing proceeds as we’ve covered this morning, objections, or the material is treated in the way that we’ve discussed, is there anything else from the council side that needs to be dealt with before Monday?	
<b>SUSAN HEDGE</b>	<b>"Is there anything else from the council side that needs to be dealt with before Monday?"</b>
<b>No, I don't think so.</b>	

Hedge – **“No I don’t think so”**

**This is alleged contempt of court.**

29) It is alleged that Freeman and Schrinner instructed Hedge to be silent, under all circumstances, even when **Judge Williamson stated to Manteit thirteen times that Council’s position for the trial as 31-1-25.** Even after Manteit checked with Judge Williamson KC 4 times.

This is alleged contempt of court of the highest order.

30. **Freeman, Schrinner and Hedge** are alleged to have forced the two witnesses to change their position on the day of the trial , from their position in their signed affidavit of 22-4-25 and hide “**a significant issue in this case**” (as admitted by **Hedge, Freeman and Schrinner**) in relation to the timing of submission of engineering drawings.

**This is alleged contempt of court of the highest order.**

Freeman, Schrinner and Hedge would have known of this “significant issue” when the DA was approved, or at the very latest, on 19-11-24 the date of the Notice of appeal. Manteit brought up the matter many many times in filed material.

**This should be** a major concern to this Court and the Department of Prosecutions

31. **Freeman, Schrinner, Freeman and Hedge** hid their “mistake” until the day of trial. That fact is not in question But Susan Hedge lied to the court on 24-4-25.

This is clearly alleged contempt of court.

Could I make an amendment though to our conditions which is on page 12. 28-4-25

Judge Williamson KC

Yes.

Susan Hedge

**'the timing for 18A'**

Your Honour, we'll see timing right at the top of the page and that's the timing for 18A.

Judge Williamson KC

Yes.

Susan Hedge

**Hedge - "that's just by error there"**

And the part that's underlined, which reads, and after approval is obtained from council about stormwater drawings, that's just by error there. That inclusion should be in 18B, because 18A is about obtaining approval.

Judge Williamson KC

Ah right

Susan Hedge

**Hedge - "it doesn't make sense**

And so it doesn't make sense to obtain approval after you've obtained approval. So, in 18B, it should say timing prior to Council's notation on the plan of subdivision and after approval is obtained from Council about the stormwater drawings.



**28-4-25 Hedge - "This is a significant issue in this case"**

Judge Williamson KC

Right. So, that part of the note is deleted from 18A and removed to 18B

Susan Hedge

Yes, thank you. In 18B, under timing, there's actually two sentences that say the same thing. So, the second of those can be struck through.

Susan Hedge

That is an issue, a significant issue in the c

**Hedge - "This is a significant issue in this case"**

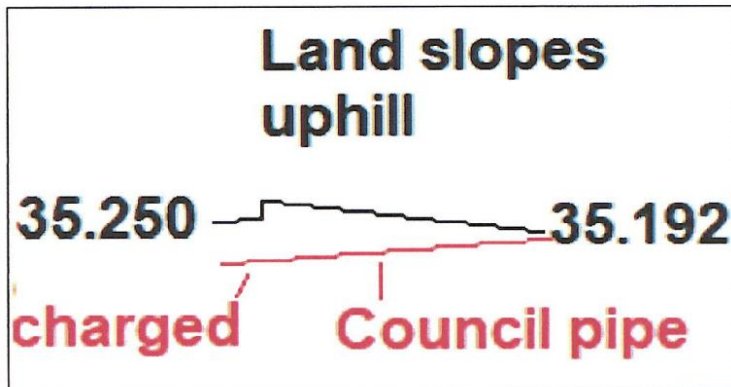
Judge Williamson KC

Yes

**Judge Williamson KC - "Yes"**

32. There is nobody on the face of the earth that was not aware that the Council **Upstream Drainage plan ended up 1.2m below the Ashridge Rd Kerb** and the Onsite Drainage plan was placed 5.1m up from the low side of the kerb.

Manteit stated a bold AHD **35.192** for the rear right corner survey peg.



33. Corrigan, the private engineer Civil Works, and Manteit agree that the unlicensed Council employee plan is flooded in depth 1.2m below the kerb and illegal velocity 76 L/s at the kerb.

Freeman, Schrinner, Hedge, McCabe have hidden this fact from the court, until 5 minutes from the end of the hearing on 24-4-25.

That is alleged contempt of court.

34. Freeman, Schrinner, Council, Hedge and McCabe **intentionally withheld that information of the flooded Upstream Drainage pipe from the Court for 7**



months.

That is alleged contempt of Court.

35. The unlicensed Council employees were made aware by Manteit by letter, on 10/10/24 to all the unlicensed Council employees, that the **pipes were flooded 1.2m under the kerb**. No response has ever been received by the unlicensed Council employees to Manteit.

36. It is alleged that Freeman, Schrinner and Council instructed all their council employees to not respond to Manteit because they they knew that the pipe was flooded, on 10-10-24.

37. Council employees are so incompetent that they are incapable of reading the **survey plan provided in the DA application on 12-7-24**, which would have indicating their own plan flooded by 1.2m.

38. [brisbanecitycouncilcomplaints.com.au](https://brisbanecitycouncilcomplaints.com.au) displayed the pipes showing 1.2m under the kerb, since 10/10/24, to 8 billion people over the world.

39. It is alleged that **Freeman, Schrinner, Council** and **Hedge** attempted to fool Judge Williamson KC and the Court by stating “represent one way” (the red lines) in the Notice of Disputed reasons, on 31-1-25, meaning that the approved red line pipes did not flood. Freeman, Schrinner, Council and Hedge knew the pipe flooded. They were caught out by their own winemaster witness, Corrigan

That is alleged contempt of court, of the highest order.

40. It is alleged that Shrinner and Freeman chose the **dumbest barrister in Australia** to be used as cannon fodder and collateral damage. No other barrister would be that stupid to not know that the pipes were flooded.

41. It is alleged that Freeman and Schrinner knew that Hedge had solemnly sworn to other courts that she loses her emails and memory.

- **“I do not now remember”**
- **“my recollection would be greatly assisted by reviewing my emails.”**
- **“I have no independent recollection”.**
- **“Indicates to me that my memory... is not accurate”**

( “I do not now remember the date,” t

my recollection would be greatly assisted by reviewing  
my emails

(a) I have no independent recollection (

indicates to me that my memory stated in two parts of my statement is not accurate.

### Susan Hedge memory loss affidavit

42. It is alleged that Schrinner and Freeman deliberately attempted to avoid any contest of arguments of the flooded Upstream Drainage and flooded Onsite Drainage plans until the day of the trial, to **avoid corruption charges against themselves and employees, you and Schrinner.**

This is alleged contempt of court.

43. It is alleged that **Freeman** and **Schrinner** deliberately instructed Hedge to lie in Court on 24-4-25 on various matters, including by stating that the Council's position for the trial was as of 31-1-25, when an entirely different position was lodged in Court in as little as one hour later.

This is alleged contempt of Court.

44. **Hedge** lied in court on 24-4-25 by stating that the Council position for the trial for **condition 18** was as of 31-1-25, and even used the "Mr Ryan's dealt with that in his report", as example to emphasise the point, when an entirely different position was lodged in Court in as little as one hour later (or earlier).

**24-4-25 Susan Hedge - "Council's position is that no other approval is required.**

**Mr Ryan's dealt with that in his report"**

#### **SUSAN HEDGE**

Yes. Well, there is, if it assists. **The current conditions as they are do not identify a required engineering solution.** They are an indicative solution.

And then a RPEQ-designed solution is to be implemented.

Your Honour asked me at the last review **about whether a further operational works approval or some other approval is required, and the Council's position is that no other approval is required.**

**Mr. Ryan's dealt with that in his report, so as to provide an expert opinion about that.**

This is clearly contempt of Court, of the highest order.

45. It is alleged that **Freeman** and **Schrinner** deliberately instructed Hedge to lie in Court on 24-4-25 by stating that the Council position for the trial for **condition 18** was as of 31-1-25, and the Ryan report, when an entirely different position was lodged in Court in as little as one hour later.

This is alleged contempt of Court.

46. It is alleged that Freeman and Schrinner deliberately instructed Hedge to lie in Court on 24-4-25 by stating that the Council position for the trial for **condition 17** was as of 31-1-25, when an entirely different position was filed in Court in as little as one hour later. (or earlier). In addition Hedge stated that Condition 18 was the condition most in contention, when Manteit had argued that condition 17 was to be modified, since the Notice of appeal.

This is clearly alleged contempt of court.

47. Hedge lied in Court on 24-4-25 by stating that the Council position for the timing of the **submission of engineer plans**, was as of 31-1-25, being after the construction of the pipes, when entirely different position was filed in Court in as little as one hour later.

This is clearly contempt of court.

48. It is alleged that **Freeman**, **Schrinner** deliberately instructed Hedge to lie in Court on 24-4-25 on many occasions, by stating that the Council position for the timing of the **submission of engineer plans**, was as of 31-1-25, when entirely different position was filed in Court in as little as one hour later. (or earlier). This action by Hedge, and instructed by Schrinner or Freeman or both.

This is clearly alleged contempt of court.

49. Susan Hedge deliberately waited **until the last 5 minutes in the hearing on 24-4-25**, to inform Judge Williamson KC that the Upstream Drainage pipe was flooded 1.2m under the kerb with illegal 76 L/s velocity.

This is clearly alleged contempt of court.

50. Hedge paid disrespect to Judge Williamson KC at the hearing on 24-25, by allowing Manteit to converse about the Upstream Drainage and the proposed order

of trial, for around 10 minutes, without a word of interjection by Hedge.

This is an alleged dishonest tactic by Hedge, Freeman and Schrinner.

This is clearly alleged contempt of court.

51. It is alleged Freeman, Schinner and Council deliberately instructed Hedge to **wait until the last 5 minutes in the hearing on 24-4-25**, to inform Judge Williamson KC that the Upstream Drainage pipe was flooded 1.2m under the kerb with illegal 76 L/s velocity. This is an alleged dishonest tactic by Freema, Schrinner and Hedge.

This is alleged contempt of court.

52. Hedge did **not to table Document 49 to Judge Williamson KC on the opening day of the trial, as confirmed in writing by the registrar**, Hedge did this in order to deflect that fact that Document was actually filed in court in contempt of Court.

This is clearly alleged contempt of the court of the highest order.

53. It is alleged that Schrinner, Freeman and Council deliberately instructed Hedge **not to table Document 49 to Judge Williamson KC on the opening day of the trial**. It is alleged that Schrinner and Freeman instructed Hedge to hide the affidavit in order to deflect that fact that Document 49 was filed in contempt of Court, on 24-4-25.

54. It alleged that Freeman and Schrinner deliberately instructed Hedge to attempt to fool Judge Williamson KC at the trial, on 30-4-25 by stating **“our position is that many many stormwater options including going straight through the middle of the lot rather than around the edge would have been generally in accordance.”**

Statement by Susan Hedge - *“our position is that many many stormwater options including going straight through the middle of the lot rather than around the edge would have been generally in accordance”*

Judge Williamson KC informed Hedge immediately words to the effect that any departure from the red lines other than minor, would **not be generally in accordance with the approved red line**.

In addition, Judge Williamson KC stated to Hedge on 30-4-25 that any alternative design, even if it worked, **would not be generally in accordance with the indicative line shown on the plan**.

And the consequences of the change made it more difficult for easements, and the like. That would be a reason why a solution, even though it worked, would not be generally in accordance with the indicative line shown on the plan.

55. Hedge stated to Judge Williamson KC “**I accept that**” So Hedge, by her statement, basically admitted that she, Freeman, Schrinner and McCabe had been allegedly lying to the court for 7 months, about where red lines and easements can be placed on a lot.

The alleged charade by Hedge, Freeman and Schrinner to claim that a red hydraulic line can go anywhere on the lot, including the middle of the lot is preposterous and must cease immediately.

Schrinner is responsible for introducing new planning scheme laws. He should know better.

Any statements by Hedge, Freeman or Schrinner that the DA approved red lines, or any other red lines can be designed lawfully by a private or in fact any RPEQ must stop immediately. My RPEQ will lose his licence.

56) It is alleged that Freeman and Schrinner instructed Hedge to make the statement “**Can I just put all the cards on the table to assist, Your Honor?**” to Judge Williamson KC, in the hearing on 24-4-25, only 5 minutes before the hearing finished.

This statement is a clear an alleged acknowledgement that Hedge and the other Respondents lied for 7 months, to judge Williamson KC.

This is clearly alleged contempt of court for 7 months.

57. It is alleged that Freeman filed **two S232 certificates in contempt of court**, in order to obstruct and prejudice Manteit’s prosecution of his case. Your own affidavits were not reliant on any other person and could have been filed any time.

That is alleged contempt of Court.

58. It is alleged that Schrinner filed false **Contours 2019** in her S232 certificate, to be assess the case, which is not Council laws, in order to fool Judge Williamson KC in court.

This is alleged contempt of Court by Freeman and Schrinner.

59. It is alleged that Freeman and Schrinner and instructed Corrigan to use **Contours 2019** to assess the case, to fool the court.

This is alleged contempt of court.

60. Council's own laws pertaining to Contours 2002 **Contours 2002 are displayed on their own website**, City Plan 2014 and are used by thousands each day.

61. In addition, **the CEO letter to myself dated 15-11-25**, provides that Contours 2002 is the correct Council law and not contours 2019. That letter proves that Freeman has intentionally supplied unlawful Nearmaps and Contours 2019 contours to the Court, to allegedly confuse the court. Nearmaps is not the lawful contours and neither is Contours 2019.

This act is alleged deception and is therefore alleged contempt of court.

62. It is alleged that Schrinner and Freeman intentionally instructed Andrew Corrigan to concoct **another 4 flooded plans**, to fool the court. If Schrinner and Freeman did not instruct Corrigan to prepare 4 flooded plans, it is alleged that Freeman have intentionally shown disrespect to the court and falsely wasted the ratepayers money.

Council is not in the business of preparing or paying for hydraulic plans.

63. Schrinner and Freeman have used the ratepayers money to pay for 8 flooded plans to date. This is practice of Council becoming hydraulic plan designers is unheard of in the western world.

Council should not in the business of preparing or paying for hydraulic plans.

Schrinner and Freeman need to explain to the ratepayers of Brisbane why they have not only designed flooded plans but paid for witnesses to allegedly intentionally design and concoct a further 4 flooded plans.

64. It is alleged Freeman and Schrinner intentionally instructed Andrew Corrigan to

place around **150 errors in his report** to fool the court. It is alleged that Freeman and Schrinner got the dumbest engineer in Queensland, cannon fodder, in order to confuse the court and unnecessarily flesh out court time.

Corrigan had no answer to around 90 of Manteit's simple and reasonable questions, in the trial.

This is now documented, and is alleged contempt of Court.

Corrigan boasted he applied a better standard to his plans than his peers by using 2 zeros. Corrigan must be very dyslexic since the evidence is that he used 2 zeros on less than half of his measurements. This is only one of 150 intentional errors placed like hand grenades in his report, to allegedly fool the court and soak up court time.

65. It is alleged Schrinner and Freeman intentionally instructed Andrew Corrigan to base his **engineering on fake level II drainage**, to fool the court.

This is alleged contempt of court.

66. It is alleged that Schrinner and Freeman intentionally instructed Corrigan to base his engineering on **two illegal fake houses on one lot, inviting penalties to the owner of \$163,000**.

This is alleged contempt of court.

67. It is alleged that Schrinner and Freeman intentionally instructed Andrew Corrigan to boast his **use of two zeros**, when he used different decimal places all over the place in his report.

This is alleged contempt of court to fool Judge Williamson KC.

68. It is alleged that Schrinner and Freeman intentionally instructed Andrew Corrigan to base his engineering on **half houses**, to fool the court.

This is alleged contempt of court.

69. It is alleged that Schrinner and Freeman intentionally instructed Andrew Corrigan to base his engineering on **two illegal townhouses**, instead of 3 legal townhouses, to fool the court.

This is alleged contempt of court.

It is alleged that Schrinner and Freeman intentionally instructed Andrew Corrigan to



base his engineering on placing **7 kerb adaptors in the middle of lot 2**, to fool the court.

This is alleged contempt of court.

70. It is alleged Freeman and Schrinner intentionally instructed Andrew Corrigan to base his engineering on **illegal rainwater tanks**, to fool the court.

This is alleged contempt of court.

71. Freeman and Schrinner have **hidden the easement document** from Manteit since 1/10/24, in order to obstruct and prejudice the prosecution by Manteit of his case. But you were caught out by Judge Williamson KC who ordered you to supply to Manteit.

This is alleged contempt of court.

72. It is alleged Freeman and Schrinner instructed Keiran Ryan to state that he had no knowledge of Brisbane Planning Scheme Policies, including PSP 7.5.3(6), in order to fool the Court. (transcript).

73. It is alleged that Freeman and Schrinner instructed Keiran Ryan to state words in court to the effect that **he had no engineering ability whatsoever**, to fool the court (transcript)

73. It is alleged that Freeman and Schrinner instructed **Keiran Ryan to change his witness statement in Court**, to that of supporting submitting the engineer plans after construction, instead of in his earlier report, which supported engineer plans being submitted before construction.(transcript), since that would have **admitted another mistake prior to the trial**.

This is further alleged dishonesty and deception by Freeman, Schrinner and Hedge.

This is alleged contempt of court.

74. It is alleged that you have used the witnesses as scapegoats to hide behind your them to disguise your Council's ability and your own ability to **assess DA applications**.

This is alleged contempt of court.

75. Freeman, Schrinner and Council have allegedly displayed complete contempt to the people of Brisbane, and contempt of court, to think that **the new way to assess**

**all future development applications is to use two dumb witnesses, to determine the order of assessment.**

I understand that Schrinner is on the committee for introduction of new planning policies and should be ashamed of himself for allowing two scapegoat witnesses to **decide how Council assess development applications.**

Should every Council assessment manager now call Corrigan every time to get his instructions of when the applicant is to submit engineering plans?

Maybe Corrigan will get 400 phone calls every year from Council assessment officers for his absolute advice.

Can these witnesses now be head of Adrian Schrinner's committee for deciding changes to the assessment procedures in City Plan?

In the words of Council's own lying barrister, Hedge, **"this is a significant issue in this case."**

This is alleged contempt of court.

76. It is not contended by any person, including Hedge that Hedge, Schrinner, Freeman, Council and McCabe have intentionally hidden a significant issue in this case, for 7 months.

This is clearly contempt of court.

**Judge Williamson KC agreed with Hedge and said "yes".**

## 28-4-25 Hedge - *"This is a significant issue in this case"*

Judge Williamson KC

Right. So, that part of the note is deleted from 18A and removed to 18B

Susan Hedge

Yes, thank you. In 18B, under timing, there's actually two sentences that say the same thing. So, the second of those can be struck through.

Susan Hedge

That is an issue, a significant issue in the c

## Hedge - *"This is a significant issue in this case"*

Judge Williamson KC

Yes

## Judge Williamson KC - "Yes"

77. It is alleged that Schrinner, Freeman and Hedge knew about the admitted “**mistake**” of timing of engineer submissions after construction of pipes, since 25-9-24, but dishonestly only changed the condition on the day of the trial.

This is alleged contempt of court.

Hedge admitted it was a “mistake”.

This is clearly alleged contempt of court.

It is alleged that Freeman, Hedge and Council instructed Hedge to **lie to Judge Williamson KC on 24-4-25 many times**, enquired to Hedge about Council’s position for submission of the timing of the engineers submission of drawings.

Hedge stated it was after construction of the pipes, as per Ryan’s report. (transcript).

Schrinner and Freeman filed a totally different position in court, in as little as one hour later.(or ealier)

This is clearly contempt of court

- in its intention,
- in its nature, and
- the actual fact it was not lodged by 22-4-25

**24-4-25 Susan Hedge - "Council's position is that no other approval is required.**

**Mr Ryan's dealt with that in his report"**

**SUSAN HEDGE**

Yes. Well, there is, if it assists. The current conditions as they are do not identify a required engineering solution. They are an indicative solution.

And then a RPEQ-designed solution is to be implemented.

Your Honour asked me at the last review about whether a further operational works approval or some other approval is required, and the Council's position is that no other approval is required.

Mr. Ryan's dealt with that in his report, so as to provide an expert opinion about that.

78. Hedge blatantly lied to Judge Williamson KC on 24-4-25, by stating that **"Mr Ryan's dealt with that in his report"**, of Council's position being submission of the engineers plan was after construction of the pipes.

Council filed a totally different position in court, in as little as one hour later.

This is alleged contempt of court.

79. It alleged that Freeman, Schrinner and Council instructed Hedge to blatantly lie to Judge Williamson KC on 24-4-25, by stating that **"Mr Ryan's dealt with that in his report"**, of Council's position being submission of the engineers plan was after construction of the pipes. Yet you filed a totally different position in court, in as little as one hour later.

This is alleged contempt of court.

80. It is alleged Schrinner and Freeman **knew of the "major mistake" since 25-9-24. This is alleged contempt of court.**

81. Susan Hedge has **intentionally and dishonestly not changed the condition 18 in relation to timing of engineering submission on 31-1-25.** You have hidden your own mistake for 7 months.

81. It is alleged that Freeman, Schriner, Hedge and McCabe have **intentionally**

**and dishonestly not changed the condition 18 in relation to timing of engineering submission on 31-1-25.**

Council had hidden their own mistake for 7 months.

This is clearly contempt of court, by your own admission.

82. It is alleged that you have intentionally caused Manteit major suffering and **damages due to your admitted major mistake in respect of timing of engineering submission. This is alleged contempt of court.**

83) You continue to thwart the process of Manteit developing the site, due to your **non-response to Manteit letter of 20-10-25**, being a paid request for written information. The hiding by the CEO and Lord Mayor continues on.

84) Schrinner, Freeman and Council **restricted Manteit from submitting any engineering drawings for Upstream and Onsite Drainage plans** that did not conform with the red lines, since they would not be generally in accordance, as per Judge Williamson KC advices on 30-4-25.

This is alleged contempt of court.

85) It is alleged that Freeman and Schrinner deliberately instructed to Hedge to lie to Judge Williamson KC on 24-4-25 that **Council's position for the trial is as court document 23, filed 31-1-25**, yet in as little as one hour later you intentionally filed a totally different position. This is contempt of court.

86) It is alleged that you instructed **Hedge to lie to Judge Williamson KC on 12-2-25 that the handing by her to His Honour of a false document on 12-12-24 was an error**, when it was filed in Court by Manteit on 17-1-25 that McCabe was asked 3 times to fix up the intentional error, otherwise this would be considered contempt of court. This is contempt of court.

87) It is alleged that Freeman and Schrinner instructed Corrigan to **place fake easements in Lot 2** to stop any services being provided and the development of that lot.

Schrinner and Freeman allegedly already knew that is illegal, especially in light of Judge Williamson KC advice to Hedge on 30-4-25 that any change to red lines would create problems in relation to easements. This is clearly contempt of court.

88) It is alleged that Freeman and Schrinner instructed Corrigan to place **illegal pipes in 3 neighbour's yards**, causing trespass and prosecution and to fool Judge

Williamson KC and the court. This is clearly contempt of court.

89) It is alleged that Freeman and Schrinner instructed Corrigan to build **two fake houses** on Lot 2, to fool Judge Williamson KC and the court.

This is alleged contempt of court.

90) It is alleged that you instructed the incompetent and allegedly fraudulent Corrigan and the lying Hedge to fool the court by pretending that **raising the house pad would stop the pipes from being charged**.

**This is alleged contempt of court.**

91) It is alleged that you instructed Corrigan to **hide PSP S7.6.3.1 (2)** in his report which states that the maximum velocity at the kerb from Level III drainage, being from the total development must total maximum 30 L/s.

This is alleged contempt of court.

92) It is alleged that you instructed Hedge to promote the allegedly fraudulent statements and engineering in the report of Corrigan in order to fool Judge Williamson KC and flesh out the trial. Corrigan refused to answer around 90 questions whilst in the witness box.

This is alleged contempt of court.

93) It is alleged that Freeman and Schrinner knowingly spent ratepayers money on incompetent witnesses.

94) It is alleged that Freeman and Schrinner could not now support the Corrigan report, but you have, in the past.

95) It is alleged that Freeman and Schrinner could not now support the Ryan report, but you have, in the past.

96) It is alleged that **you could not now support Hedge** be appointed as Counsel, in any further Council court cases.

97) It is alleged that you **could not now support McCabe** to be appointed as solicitor, in any further Council court cases.

98) It is alleged that Freeman and Schrinner attempted to invite the causing of **loss of RPEQ licence** of my and any private RPEQ, if they prepared any

engineering plans whatsoever.

This is alleged contempt of court.

99. It is alleged that you instructed Hedge to make the statement **“that won’t work” and “then that will not work”**.

Freeman and Schrinner have intentionally hidden to the court of the flooding of the red lines for 7 months.

That is clearly contempt of court for 7 months.

100. It is alleged that Hedge lied to the Court on 12-12-24 by handing His Honour a false document, from McCabe.

Manteit asked McCabe 3 times to change the name of the Appellant. McCabe refused.

Hedge lied to Judge Williamson KC on 12-2-25 stating that it was just a typographical error. The lying Hedge knew that a document was filed on 27-1-25, some 16 days before the hearing on 12-2-25 by Manteit, stating that he had given McCabe 3 warnings of contempt of Court.



Adrian Schrinner

# KNOW YOUR CIVIC CABINET

JUNE 2025



Dedicated to a better Brisbane



**Lord Mayor**  
**Cr Adrian Schrinner**  
Chair of Civic Cabinet



**Deputy Mayor**  
**Cr Fiona Cunningham**  
Civic Cabinet Chair of Finance and City Governance Committee



**Cr Adam Allan**  
Civic Cabinet Chair of City Planning, Suburban Renewal and Economic Development Committee



**Cr Tracy Davis**  
Civic Cabinet Chair of Environment, Parks and Sustainability Committee



**Cr Vicki Howard**  
Civic Cabinet Chair of Community and the Arts Committee



**Cr Sarah Hutton**  
Civic Cabinet Chair of Customer Services Committee



**Cr Ryan Murphy**  
Civic Cabinet Chair of Infrastructure Committee



**Cr Andrew Wines**  
Civic Cabinet Chair of Public Transport Committee

## Establishment and Coordination (E&C) Committee

Council's Standing Committees are made up of and chaired by elected representatives. Each committee considers Council policy, provides advice to Council and delivers results for the people of Brisbane across a wide range of areas such as infrastructure, public transport and the environment. The Chair of each committee is also a member of Council's E&C, more commonly known as Civic Cabinet.

At its highest level, E&C sets the strategic direction for Brisbane as a city and Council as an organisation. The members of E&C review and make recommendations to full Council on major plans such as Vision 2031 and the *Brisbane City Plan 2014*, corporate documents such as the Annual Report and city finances. The members of E&C are the Lord Mayor (Chair) and all Civic

Cabinet Chairs. The Chief Executive Officer (CEO) acts as secretary of E&C, provides executive advice and reports back to Council as an organisation. E&C generally meets each Monday morning.

Adrian Schrinner is the chair of the Civic Cabinet – Establishment and Coordination Committee. Schrinner is head of the committee that assists with “infrastructure”.

Schrinner would therefore be aware of S6.16 – “Infrastructure design policy Chapter 7 Stormwater drainage.

Schedules / Schedule 6 Planning scheme policies / **SC6.16 Infrastructure design planning scheme policy**

/ Chapter 7 Stormwater drainage

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**Chapter 7 Stormwater drainage**

Contents

7.1 Introduction

7.2 Property drainage systems

7.3 Hydrology and hydraulics

7.4 Drainage infrastructure

7.5 Stormwater detention and retention systems

7.6 Disposal of property run-off

7.7 Road drainage and open channels

7.8 Stormwater outlets and scour protection

7.9 Water cycle management

7.10 Title encumbrances

7.11 Erosion and sediment control

**24-4-25 "and the Council's position is that no other approval is required" - Susan Hedge lie.**

**SUSAN HEDGE**

Yes. Well, there is, if it assists. The current conditions as they are do not identify a required engineering solution. They are an indicative solution. And then a RPEQ-designed solution is to be implemented.

Your Honour asked me at the last review about whether a further operational works approval or some other approval is required, and the Council's position is that no other approval is required.

Mr. Ryan's dealt with that in his report, so as to provide an expert opinion about that.

**JUDGE WILLIAMSON**

But the conditions themselves require the submission of an engineering plan.

**28-4-25 Hedge - "This is a significant issue in this case"**

**Judge Williamson KC**

Right. So, that part of the note is deleted from 18A and removed to 18B

**Susan Hedge**

Yes, thank you. In 18B, under timing, there's actually two sentences that say the same thing. So, the second of those can be struck through.

**Susan Hedge**

That is an issue, a significant issue in the c

**Judge Williamson KC**

**Yes**

**Hedge - "This is a significant issue in this case"**

**Judge Williamson KC - "Yes"**

Why would Schrinner and Freeman allow 2 incompetent witnesses to set the order of engineering assessment for every future Council application ?

Schrinner is head of the Council committee for infrastructure. Will it be the new rule that a council assessment officer must check with Corrigan and Ryan each and every subdivision case to get their approval?

Why would Schrinner, Freeman allegedly instruct Hedge lie to state in court on 24-4-25 in the court hearing it is Council's position that the submitting of engineers plans is after construction. Ie, agreeing with as constructed, as identified in Ryan's report?

Why would Shrinner, Freeman and Hedge state in court, on 28-4-25, in as little as 4 business hours later change their position that this is **one of the most significant matters of the case?**

**This act is an allegedly highly dishonest act to the Court. This is alleged contempt of court.**

Why was this **not a significant issue on 24-4-25** ? Hedge admitted it was a **mistake on 28-4-25.**

Why was this **not a significant issue on 31-1-25**, in the Notice of disputed Reasons?

Why was this **not a significant issue on 24-9-24** when Council approved the flooded DA plans?

Why would Freeman and Schinner cause my **RPEQ to lose his licence** and pay a fine of \$751,000 for **designing a flooded pipe?**

Why would Freeman and Schrinner cause my **RPEQ to lose his licence** and pay a fine of \$751,000 by designing something that is **not generally in accordance** with his red line?

Why would Freeman and Schinner **waste the court and Manteit's time for 7 months** by hiding the "significant matter of this case" ?

Schrinner needs to front up to the ratepayers of Brisbane and provide the answers, for transparency.

It is alleged that Freeman had full knowledge of every detail of this case, even perhaps as early as 12-7-24, when Council started assessing. He would have been aware of the email by Ting to Blake and 10 other council officers advising them that a red line was being placed in the approval without Manteit consent.

## **“Annexure A”**

Table of documents that require a detailed response by all Respondents, to all allegations. Responses to be filed and served by \_\_\_\_\_ (Date)

1. Right to Information document supplied by Brisbane City Council Court document 27.....
2. DA approved plan 25/9/24 A06565555.....
3. Notice of disputed reasons dated 31-1-25, filed.....
4. Court hearing 24-4-25 hiding by Hedge of change to conditions.....
5. Hearing 24-4-25 Hiding by Hedge of change to condition 17.....
6. Susan Hedge further lies to Judge Williamson KC and the Court on 24-4-25.....
7. Council's change in timing of Condition 18 – applicant RPEQ to submit engineering drawings.....
8. Forcing of witnesses by Susan Hedge to change their witness statement re timing of the engineer submissions.....
9. Affidavit 49 – opening day of the trial 28-4-25.....
10. Can I just put all the cards on the table, to assist, Your Honour.....
11. Hedge requiring pipe to go straight through the middle of the lot .....
12. Judge Williamson KC – request for Council material to be filed.....
13. Freeman S232 certificate - contempt of Court.....
14. Costs incurred by Council for the case 2916/24.....
15. Corrigan report.....

16. Ryan report.....
17. Forcing of my engineer to lose his licence.....
18. Intentional withholding of Easement document.....
19. Laws allegedly broken.....
20. Use of fake fill conditions by Freeman and Schrinner.....
21. Susan Hedge and Sara McCabe intentionally placed a fake name on  
court order 12-12-24.....
22. Thwarting and prejudicing of the case by Freeman and Schrinner.....

# 1. Right to information documents supplied by Brisbane City Council - Planning Court document 27

## Background

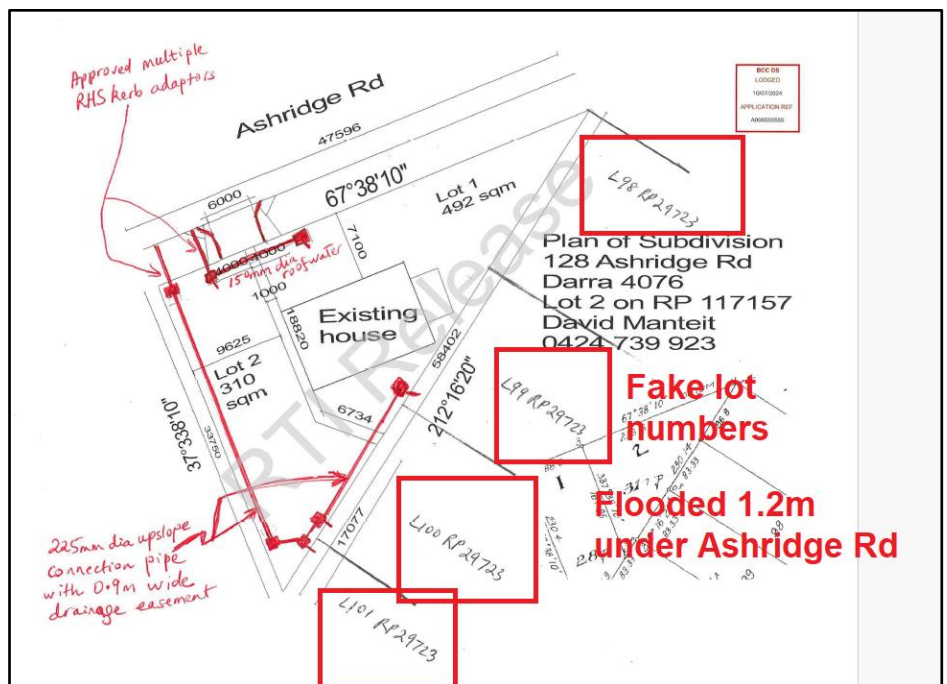
On 24-4-25 around 11.30am Hedge stated to Judge Williamson KC and the Court that the approved unlicensed Council employee Upstream Drainage Plan “did not work” and flooded 1.2m under the Ashridge Rd Kerb, and was 76 L/s flow velocity, as confirmed by Council witness Corrigan.

The Upstream Drainage plan below was prepared by unlicensed Council employees, sent by Lucy Ting to Andrew Blake for approval. 10 Council employees were included in the email.

The Council employees used falsified lot numbers and placed pipes in neighbour’s yards.

1) **What date did Freeman, Schinner and Council** become aware that the Upstream Drainage plan above of 61 metres, prepared by the unlicensed Council employees used **falsified lot numbers** on the Upstream Drainage Plan?

2) What date did **Freeman, Schinner and Council** become aware that the Upstream Drainage plan



was flooded 1.2m under the Ashridge Rd kerb, and 76 L/s, as stated by -

- Susan Hedge
- Andrew Corrigan
- Civil Works
- David Manteit



**SUSAN HEDGE** **24-4-25 Hedge "It won't work"**  
 Mr. Corrigan... So, the Civil Works Engineers report says that where the red line is, the indicative line on the plan, that that won't work.  
**Hedge - "that won't work"**  
**JUDGE WILLIAMSON**  
 Okay. Well there we go.  
**SUSAN HEDGE** **Judge Williamson KC - "Well there we go "**  
 That's Civil Works Engineers. That's the letter. Yes.  
 Mr. Corrigan agrees that where that red line is, like if you take a literal interpretation of what is in fact an indicative drawing, then that will not work. **"then that will not work"**  
He's identified two other ways that you can achieve the outcome of the condition, which is to provide upslope drainage.  
**Hedge - "He's identified two other ways that you can achieve the ....condition."**  
**JUDGE WILLIAMSON**

**24-4-25**  
**Susan Hedge**  
then that will not work.

9.11.1. In Section 4 of the report by Civil Works Engineers, a long section of the suggested Respondent pipe route is depicted as Diagram 2. I do not disagree with the levels shown by Civil Works Engineers. However, the route of the pipe is the long way around the perimeter of the site and this route suffers two problems: -

9.11.1.1. A longer pipe has a greater fall and greater depth than a shorter route. In the case of the long route, the depth of the pipe becomes too deep to discharge to the Ashridge Road kerb (as correctly identified by Civil Works Engineers).  
**Corrigan 22-4-25**

3) What date did Schrinner, Freeman and Council become aware that the unlicensed Council employees Upstream Drainage Plan was flooded 1.2m under the Ashridge Rd Kerb.?

4) What date did **Schrinner, Freeman** and Council become aware that the unlicensed Council employees designed and engineered, placed **pipes illegally, in three rear lot neighbour's yards**, inviting trespass, an offence punishable by imprisonment?



5) Why did **Schrinner**, **Freeman** and Council instruct the Council employees for the pipes to be designed, engineered and placed in three neighbour's yards, causing trespass, an offence punishable by imprisonment?



6) Why did the Council employees place pipes in neighbour's yards, causing trespass?

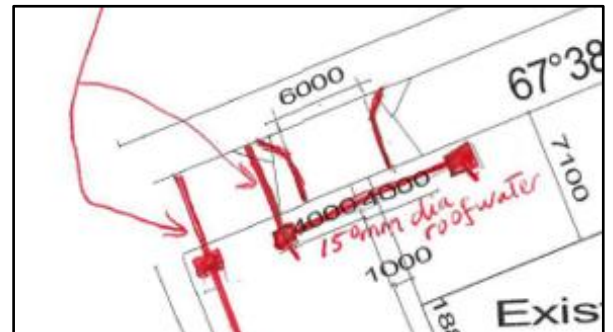
7) Why did the Council employees place the Onsite Drainage pipe unlawfully **5.1m up from the low side of the kerb, which in turn would result in -**

Manteit could not build a house without raising the pad unnecessarily, by around .5m, costing \$172,000 in building pad adjustments.

The pipes were flooded under Ashridge Rd.

8) Lot 101 does not adjoin the rear lot. Why was **Lot 101 fraudulently included** in the RTI

Upstream Drainage plan, but removed before the DA approval date of 25-9-25 ? Who instructed Lot 101 to be removed from the original plan?



9) How much Brisbane ratepayers money was spent by **Schrinner**, **Freeman** and Council preparing these proven RTI falsified, illegal and flooded plans?

10) What are the names of the Council employees who prepared the flooded and falsified plans?

11) Who instructed the Council employees to prepare the falsified flooded plans?

12) Did **Freeman** or **Schrinner** instruct the Council employees to prepare the flooded and falsified plans?

13) Why was Lot 101 included in the plan when it does not adjoin the subject lot? Who instructed for Lot 101 to be fraudulently included in the plan?

14) Who is responsible for the placement of Lot 101 in the plan? incompetency? Is it **Freeman** or **Schrinner**?

13) Who instructed the Council employees to prepare the falsified flooded plans? Was it **Schrinner** or **Freeman**?

14) What date did **Schrinner**, **Freeman** and Council become aware that the unlicensed Council employees placed **pipes illegally, in three rear lot**

**neighbour's yards**, inviting trespass, an offence punishable by imprisonment?

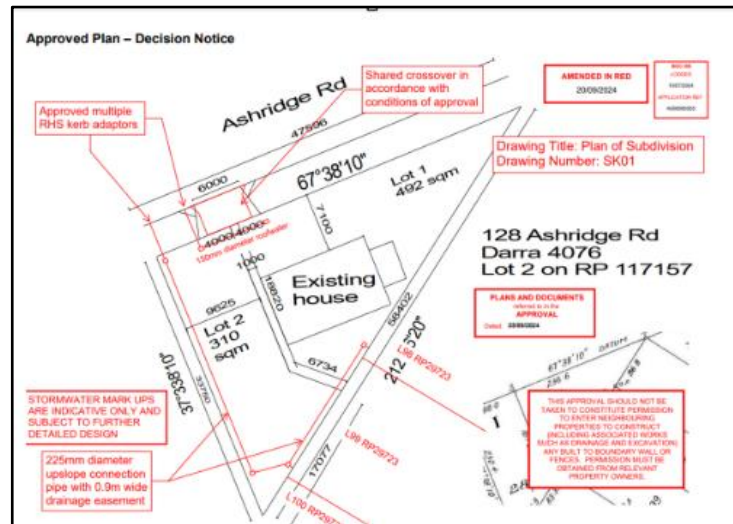
## 2. DA approved plan 25/9/24

### Background

The unlicensed RPEQ Council employees prepared an Upstream Drainage plan of 61m of hydraulic pipes and pits.

These hydraulic pipes were flooded and ended up 1.2m under the Ashridge Rd kerb, with over 30 l/s velocity at the kerb. This is illegal under many Council laws and the laws of gravity.

The flooding was admitted by:



- Council barrister **Susan Hedge** in court on 24-4-25

**SUSAN HEDGE** 24-4-25 **Hedge "It won't work"**

Mr. Corrigan... So, the Civil Works Engineers report says that where the red line is, the indicative line on the plan, that that won't work.

**JUDGE WILLIAMSON**

Okay. Well there we go.

**SUSAN HEDGE** **Judge Williamson KC - "Well there we go"**

That's Civil Works Engineers. That's the letter. Yes.

Mr. Corrigan agrees that where that red line is, like if you take a literal interpretation of what is in fact an indicative drawing, then that will not work. **"then that will not work"**

He's identified two other ways that you can achieve the outcome of the condition, which is to provide upslope drainage.

**JUDGE WILLIAMSON** **Hedge - "He's identified two other ways that you can achieve the ....condition."**

Yep.

- **Andrew Corrigan** in his report dated 22-4-25, filed.
- Corrigan was instructed by Freeman and Schrinner to prepare the report. The ratepayers of Brisbane paid for this report.

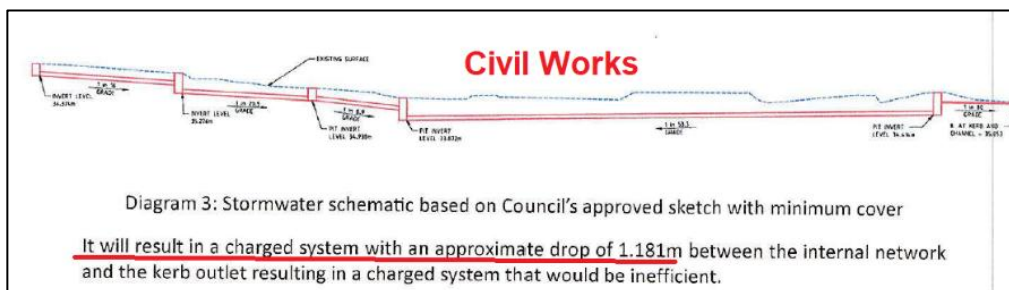
9.11.3. Civil Works Engineers then depicted Diagram 3 where correct ground cover was assumed and the conclusion made that the discharge level of the pipe accordingly would be lower than the kerb level in Ashridge Road. As stated above, I don't disagree with the levels shown by Civil Works Engineers. However, in my experience, a stormwater designing civil engineer would move to a design such as in my **Attachment D** which does achieve the necessary levels.

**Corrigan 22-4-25**

**22-4-25** 9.11.1.1. A longer pipe has a greater fall and greater depth than a shorter route. In the case of the long route, the depth of the pipe becomes too deep to discharge to the Ashridge Road kerb (as correctly identified by Civil Works Engineers).

**Whistleblower witness - pipes are too deep under the Ashridge Rd kerb.**

- **Civil Works** report dated 31-3-25, filed.



- **David Manteit** in letters to the unlicensed Council employees commencing 1/10/24, Notice of Appeal dated 19-11-24

- **David Manteit in numerous publicly available documents filed in the Planning and Environment Court 2916/24.**

### **Information required from Freeman and Schrinner and Council**

14) **What date** did **Schrinner, Freeman** and **Council** become aware that the Council employee DA approved pipes ended up 1.2 m below the Ashridge Rd kerb?

15) What was the **reason for Freeman and Schrinner and Council refusing to notify the Court, prior to 24-4-25** that the Upstream Drainage pipes ended up 1.2m under the Ashridge Rd kerb and over 30 L/s velocity?

16) Why is this not dishonesty by Hedge, McCabe, **Schrinner** and **Freeman**? Why is this not contempt of Court by Hedge, McCabe, Schrinner and Freeman? It is inconceivable that anyone could be that deceptive to the people of Brisbane.

17) Why has **Freeman, Schrinner**, Hedge and Council been a displayed that much stupidity to a Judge for 7 months, in the alternative, is also contempt of Court.

18) Why did **Schrinner, Freeman**, Hedge and Council employees fail to examine the survey plan provided by Manteit in the DA application 12-7-24 as anyone could examine the AHD 35.192 and 35.250 to determine that the surface water of the land was uphill from the rear to the front boundary of Ashridge Rd.

19) Why is this not contempt of Court of contempt of court, as any 8 year old can do the maths?

20) Why did **Schrinner, Freeman** and **Council** waste Judge Williamson KC, Court staff and David Manteit's time for 7 months by not advising that the Upstream Drainage plan was flooded, by 1.2m depth, and pipe velocity >30 L/s?

21) Why was **Schrinner, Freeman** and Council hiding the fact of Upstream and Onsite Drainage being flooded pipes for 7 months?

21) Why did the Council employees place the Onsite Drainage pipe unlawfully **5.1m up from the low side of the kerb, which in turn would mean that -**

22) Why did Schrinner and Freeman force Manteit into not being able to build a house without raising the pad by around .5m, costing \$172,000 in building pad adjustments.

23) Why were the pipes flooded under Ashridge Rd?

22) Which Council employees prepared the flooded plans?

23) Who instructed the Council employees to prepare the flooded plans?

24) Did **Freeman** or **Schrinner** instruct the Council employees to prepare the flooded plans?

25) Who instructed the Council employees to prepare the flooded plans? Was it **Schrinner** or **Freeman**?

26) How much Brisbane ratepayers money was spent by **Schrinner**, **Freeman** and Council preparing these proven illegal and flooded plans 1.2m under Ashridge Rd?

### 3. Notice of disputed reasons 31-1-25

#### Background

<u>Notations in red on approved plan</u>	<b>31-1-25 Susan Hedge</b>
14. The notations identified in red on the Approved Plan:	<b>"Represent one way"</b>
(a) are administrative in nature (for example, the identification of the plan and drawing number); or	
(b) as indicated, they are "indicative" only and <u>represent one way</u> , but not the only	

On 31-1-25, Council filed a Notice of Disputed reasons.

#### This notice of disputed reasons dated 31-1-25 stated -

**"represent one way"**, meaning the pipes were lawful, and did not flood below the Ashridge Rd kerb.

But on 24-4-25, **Hedge** stated to Judge Williamson KC and the Court many times that the Council employees Upstream Drainage plan was flooded and didn't work.

**Hedge** stated in Court to Judge Williamson KC that the **Freeman, Schrinner and Council** instructed witness stated he agreed with Civil Works that the pipes ended up 1.2m under the Ashridge Rd Kerb and were 76 L/s velocity at the kerb, breaking many Council laws, including the laws of gravity.

Any designing of the pipes by Civil Works would have caused them to lose their RPEQ licence.

Any designing of the pipes by Civil Works of any other system **would not be generally in accordance with the red lines**, as per Judge Williamson KC on 30-4-25 to Hedge.

This is alleged contempt of Court by **Freeman, Schrinner**, Hedge and McCabe

**Freeman, Schrinner** and Council had allegedly been deceitful in refusing to inform Manteit and the Court in seven months, of the flooded DA Upstream Drainage plans, since 25/9/25.



### **Information required by Freeman, Schrinner, Council.**

27) Why did **Freeman, Schrinner** and Council issue instructions to Council staff to allegedly fraudulently state “**represent one way**”, in the Notice of disputed reasons, when they knew the “one way” was flooded 1.2m under the Ashridge Rd Kerb?

28) Why is this not contempt of Court by **Freeman, Schrinner, Hedge and McCabe**?

28) Why did **Freeman and Shrinner** issue instructions to Council employees to prepare flooded plans, on 25-9-24?

29) Why did **Freeman and Shrinner** issue instructions to Council employees to prepare the false statement “is one way” ?

## 4. Court hearing 24-4-25 Lies by Hedge of change of position.

JUDGE WILLIAMSON

### Court 24-4-25

Well, sorry. I thought... They have given... Council have given position statements. That's their response. (1st) .But the submissions. Council, you'll be ....that's Wednesday of the trial after the evidence is closed. Just like you will have an opportunity to...

DAVID MANTEIT

Well, correct me if I'm wrong, but the 600 pages of the chief executive, I couldn't see any positions in there about red lines or anything like that. I couldn't see. I don't know of any of their positions, but I'll have a look at that if that material is accepted.

JUDGE WILLIAMSON

Sorry, I thought a position... Council had filed a position statement.(2nd)

SUSAN HEDGE

Yes, I'll find out. do you have the court document? (to Sara McCabe). It was filed on the 31st of January.

JUDGE WILLIAMSON

Yep (3rd)

Court  
24-4-25

SUSAN HEDGE

It's about a two-page document.

JUDGE WILLIAMSON

Yep (4th)

SUSAN HEDGE

Court document number 23.

JUDGE WILLIAMSON

Ok (5th)

DAVID MANTEIT

Oh, sorry, that is the notice of dispute.

**JUDGE WILLIAMSON**

Yep (6th)

That's....

24-4-25

**DAVID MANTEIT**

That's the position.?

**JUDGE WILLIAMSON**

Yep (7th).

**DAVID MANTEIT**

Oh, I thought, well, we're starting afresh. But no, that one is. That is relied on, it?

**JUDGE WILLIAMSON**

Correct. (8th)

Yes (9th)

**DAVID MANTEIT**

Court 24-4-25

So we can say that rainfall..

.Stormwater falls down. There'll be extra stormwater. Okay, thanks for that. So that's the position?

**JUDGE WILLIAMSON**

That's Council's position. (10th)

That's the position (11th)

DAVID MANTEIT

Court 24-4-25

But there was a position to get rid of the fill conditions. So that is taken as fill conditions are gone. 31st March. That is their position?

JUDGE WILLIAMSON

Correct (12th).

DAVID MANTEIT

Start afresh, but that was their position.

JUDGE WILLIAMSON

Yep (13th time)

## Background

Susan Hedge, Counsel instructed by **Schrinner** and **Freeman** for **Council**, around 11.30am on 24-4-25, **lied to Judge Williamson KC** and the Court, stating that **Council's position for the trial was as of 31/1/25**, Court file no. 23.

McCabe handed Hedge the court document 23, in order to prove that the **Council** position was as of 31-1-25 and **McCabe** is complicit in this act of alleged deceit to Judge Williamson KC and the court.

In as little as one hour later, **McCabe** or another person from Council, filed a totally different position, in the Planning Court.

A request for video has been requested to the Planning Court on 13-11-25 to Abigail of cubicle 3 to provide the time of lodgement to Manteit, for the Contempt of Court trial.

**Hedge** forced Judge Williamson KC to state to David Manteit 13 times, that Council's position for the trial was as of the Notice of disputed reasons, dated 31/1/25.

**Neither Hedge**, nor **McCabe** never uttered a word to Judge Williamson KC to correct His Honour's 13 statements to Manteit, that the Council position for the trial was 31-1-25.

Hedge nor **McCabe** did not rebut for one moment, the statement by Judge Williamson KC, thirteen times, stating to Manteit the position for the trial was as of 31-1-25.

It would have taken a team of Council workers many days or weeks to change -

- Condition 18 red lines and conditions.
- Condition 17 red lines and conditions.

And not one hour.

It is alleged that Freeman and Schrinner have staged their actions in order to thwart and prejudice the case of Manteit, using dishonesty, in order to protect their unlicenced employes and ultimately their own jobs and reputation.

### Information required

29) Why did **Freeman** and **Schrinner** allegedly give instructions for Hedge to lie in Court, to Judge Williamson KC regarding the position for the trial was as of 31-1-25, when a totally different position was filed in as little as one hour later?

30) Was it **Freeman** or **Schrinner** who allegedly instructed Hedge to lie?

30) Who gave Hedge the instructions to lie to Judge Williamson KC and the Court? Was it **Freeman** or **Schrinner**?

31) Who is the person that Hedge received her instructions from, for the entire court case? Was it **Freeman** or **Schrinner**?

32) Who instructed Hedge to lie to Judge Williamson KC and the court on 24-4-25 about Council's position for the trial?

36) Who instructed Hedge to wait around one hour at the hearing on 24-4-25, before disclosing to Judge Williamson KC that the Upstream Drainage pipes were flooded?

33) Why did Hedge force Judge Williamson KC to lie to Manteit about Council's position, 13 times and not utter a word in the negative?

## 5. Hearing 24-4-25 – Hiding by Hedge of change to condition 17

### Background

SUSAN HEDGE

24-4-25

Yes. So Condition 18, which is the upstream connection condition, which seems to be the one most in debate, the main condition is to provide a stormwater drainage connection for certain upstream lots.

And then the sub-conditions are: I'm just giving you the short version, prepare stormwater drawings, which have to be certified by an RPEQ. Then implement those certified stormwater drawings is 18B. And then 18C is submit as constructed drawings to the council. And the timing of that, I'm sorry.

JUDGE WILLIAMSON

That's not the condition I have in mind. There's another condition which talks about, I thought, a submission of an engineering plan, but that's...

SUSAN HEDGE

17, which is the on-site drainage.

Also just requires the submission of the as-constructed drawings. And could I just indicate the timing of the submission is prior to Council's notation on the plan of subdivision?

On 24-4-25, Hedge deliberately refused to disclose to Judge Williamson KC that condition 17 would be changed, in as little as one hour later, for the trial.

Hedge attempted to deflect from Judge Williamson KC, that Council held onto the conditions of Condition 17 for 7 months, without uttering a word of any changes to be made.

In as little as one hour later (security video pending), McCabe or other Council person filed a totally different position, in Court, which was contempt of court.

**Hedge conned Judge Williamson KC saying that “So condition 18, which is the upstream condition, which seems to be the one most in debate”**

It is on record in hundreds of pages of filed documents in 2916/24 that the Onsite Drainage was flooded under the kerb and condition 18 only was in debate.

It was deceitful by Hedge to state to Judge Williamson KC, in order to hide the intention of Council to change the position in as little as one hour -

“So condition 18, which is the upstream condition, which seems to be the one most in debate”

### Information required

36) Who instructed Hedge to state to Judge Williamson KC “So condition 18, which is the upstream condition, which seems to be the one most in debate”

34) Was it Freeman or Schrinner who instructed Hedge to refuse to notify Judge Williamson KC on 24-4-24 that condition 18 was the one most in debate?

42) Was it **Freeman** or **Schrinner** who instructed Hedge to lie to Judge Williamson KC in not disclosing that condition 17 would be changed in as little as one hour's time, being in contempt of court?

## 6. Susan Hedge further lies to Judge Williamson KC and the Court on 24-4-25.

JUDGE WILLIAMSON

**Court 24-4-25**

Ms. Hedge, has the Council now provided all of its material to Mr. Monty?

SUSAN HEDGE

I can't say yes or no to that, so if I can explain.

We've provided the two affidavits which are attached, reports of the two expert witnesses to be called by the Council.

That's Mr. Kieran Ryan in the area of town planning and Mr. Andrew Corrigan in the area of civil engineering.

We've provided a draft CEO certificate, and that's the only reason I can't say yes is because it's still in draft.

The reason for that is that the CEO has been ill.

I'm not aware of the details of that, but sufficiently ill as to be not in the office to sign the CEO certificate. So I expect to have a signed one in exactly the same form by Monday.

But that's the only reason I can't say 'yes'— he has everything in exactly the form that will be filed or relied on.

JUDGE WILLIAMSON

**Has the Council now provided all of its material to Mr Monty ?**

Ms. Hedge, has the Council now provided all of its material to Mr. Monty?

SUSAN HEDGE

I can't say yes or no to that, so if I can explain. We've provided the two affidavits which are attached, reports of the two expert witnesses to be called by the Council. That's Mr. Kieran Ryan in the area of town planning and Mr. Andrew Corrigan in the area of civil engineering.

We've provided a draft CEO certificate, and that's the only reason I can't say yes is because it's still in draft. The reason for that is that the CEO has been ill. I'm not aware of the details of that, but sufficiently ill as to be not in the office to sign the CEO certificate. So I expect to have a signed one in exactly the same form by Monday.

**Hedge - that's the only reason I can't say yes**

But that's the only reason I can't say 'yes'— he has everything in exactly the form that will be filed or relied on. I do have an affidavit that identifies the things that have occurred since the last review. Could I seek leave to read and file that affidavit of Sarah Jane McCabe. dated 24 April 2025?

**Hedge - that's the only reason I can't say yes**

JUDGE WILLIAMSON

**24-4--25**

You can leave.



JUDGE WILLIAMSON

24-4-25

So, if the hearing proceeds as we've covered this morning, objections, or the material is treated in the way that we've discussed, is there anything else from the council side that needs to be dealt with before Monday?

SUSAN HEDGE

No, I don't think so.

"Is there anything else from the council side that needs to be dealt with before Monday?"

## Background

Hedge again lied to Judge Williamson KC and the Court on 24-4-25, when asked by Judge Williamson KC -

24-4-25 Judge Williamson KC - "Ms Hedge, has Council now provided all of its material to Mr Manteit ?"

Lie by Hedge - "We've provided a draft CEO certificate and that's the only reason I can't say yes"

Hedge - "the only reason"

Lie by Hedge - "He has everything in exactly the form that will be filed or relied on."

**Judge Williamson KC - “Is there anything else from the Council side that needs to be dealt with before Monday?”**

**Lie by Hedge – “No, I don’t think so”**

**Information required by Freeman, Schrinner, Council**

34) Why did **Schrinner** and **Freeman** allegedly instruct Hedge to lie to Judge Williamson KC advising “no, I don’t think so”, when a new statement of position was filed in Court, by Hedge, McCabe or some Council person, in as little as one hour later, in contempt of court?

35) What is the name of the person who filed the Council position in the Planning Court, on 24-4-25?

36) What was the time of the lodgement of the new statement of position in the Planning Court? (awaiting video footage).

37) Why was Judge Williamson KC and David Manteit not told of the change in Council position at the Court hearing on 24-4-25?

38) Why did Susan Hedge force Judge Williamson KC to state to Manteit, the Council position for the trial was as of 31-1-25?

39) Why did Susan Hedge refuse to utter a word after Judge Williamson KC stated to Manteit 13 times that Council position for the trial was as of 31-1-25?

## 7. Council's change in timing of Condition 18 – applicant RPEQ to submit drawings

### Susan Hedge statements to Judge Williamson KC on 24-4-25

#### 24-4-25 Susan Hedge - submission of as-constructed plans (both 17 and 18 prior to plan sealing")

37 of 47

##### SUSAN HEDGE

Yes. **So Condition 18**, which is the upstream connection condition, which seems to be the one most in debate, the main condition is to provide a stormwater drainage connection for certain upstream lots.

And then the sub-conditions are: I'm just giving you the short version, prepare stormwater drawings, which have to be certified by an RPEQ. Then implement (**construct**) those certified stormwater drawings is 18B. And then 18C is submit as constructed drawings to the council. And the timing of that, I'm sorry.

##### JUDGE WILLIAMSON

**That's not the condition I have in mind. There's another condition which talks about, I thought, a submission of an engineering plan, but that's...**

##### SUSAN HEDGE

**17, which is the on-site drainage which also just requires the submission of the as-constructed drawings.**

And could I just indicate **the timing of the submission is prior to Council's notation on the plan of subdivision?**

##### JUDGE WILLIAMSON

**Yeah, prior to sealing, yeah.**

##### SUSAN HEDGE

And then the other... Yeah, so condition 12 might be what Your Honour was thinking about. It's about filling and excavation. Yep. And 12A is submit earthworks drawings prepared by an RPEQ.

**24-4-25 Susan Hedge - "17... also just requires the submission of the as-constructed drawings"**

JUDGE WILLIAMSON

That's not the condition I have in mind. There's another condition which talks about, I thought, a submission of an engineering plan, but that's...

SUSAN HEDGE

17, which is the on-site drainage which also just requires the submission of the as-constructed drawings.

And could I just indicate the timing of the submission is prior to Council's notation on the plan of subdivision?

JUDGE WILLIAMSON

Yeah, prior to sealing, yeah.

**Perhaps one hour later - Council if changed their position to requiring submitting of RPEQ plans prior to construction of pipes. Filed in Court.**

**24-4-25 "and the Council's position is that no other approval is required" - Susan Hedge lie.**

SUSAN HEDGE

Yes. Well, there is, if it assists. The current conditions as they are do not identify a required engineering solution. They are an indicative solution. And then a RPEQ-designed solution is to be implemented.

Your Honour asked me at the last review about whether a further operational works approval or some other approval is required, and the Council's position is that no other approval is required.

Mr. Ryan's dealt with that in his report, so as to provide an expert opinion about that.

JUDGE WILLIAMSON

But the conditions themselves require the submission of an engineering plan.

**24-4-25 Susan Hedge - "Council's position is that no other approval is required.**

**Mr Ryan's dealt with that in his report"**

SUSAN HEDGE

Yes. Well, there is, if it assists. The current conditions as they are do not identify a required engineering solution. They are an indicative solution.

And then a RPEQ-designed solution is to be implemented.

Your Honour asked me at the last review about whether a further operational works approval or some other approval is required, and the Council's position is that no other approval is required.

Mr. Ryan's dealt with that in his report, so as to provide an expert opinion about that.

**Lie by Hedge – “Council’s position (24-4-25) is that no other approval is required.**

**Mr Ryan’s dealt with that in his report.”**

**Susan Hedge statements in Court to Judge Williamson KC on 28-4-25 re timing of engineering submission**

Could I make an amendment though to our conditions which is on page 12.

28-4-25

Judge Williamson KC

Yes.

Susan Hedge

**'the timing for 18A'**

Your Honour, we'll see timing right at the top of the page and that's the timing for 18A.

Judge Williamson KC

Yes.

Susan Hedge

**Hedge - "that's just by error there"**

And the part that's underlined, which reads, and after approval is obtained from council about stormwater drawings, that's just by error there. That inclusion should be in 18B, because 18A is about obtaining approval.

Judge Williamson KC

Ah right

Susan Hedge

**Hedge - "it doesn't make sense**

And so it doesn't make sense to obtain approval after you've obtained approval. So, in 18B, it should say timing prior to Council's notation on the plan of subdivision and after approval is obtained from Council about the stormwater drawings.

**28-4-25**

**Hedge - "This is a significant issue in this case"**

Judge Williamson KC

Right. So, that part of the note is deleted from 18A and removed to 18B

Susan Hedge

Yes, thank you. In 18B, under timing, there's actually two sentences that say the same thing. So, the second of those can be struck through.

Susan Hedge

**Hedge - "This is a significant issue in this case"**

That is an issue, a significant issue in the c

Judge Williamson KC

Yes

**Judge Williamson KC - "Yes"**

## Background

On 24-4-25, Hedge stated to Judge Williamson KC and the court in relation to timing of the submission of engineering plans.

**Hedge** – “The timing of the submission is prior to the Council’s notation on the plan of subdivision”

**Hedge** - “It also just requires the submission of the as-constructed drawings”  
“Prior to sealing”

In as little as one hour later, someone from Council filed a totally different position. This is dishonesty of the highest order by **Hedge, McCabe, Freeman and Schrunner**.

On the day of the trial, 28-4-25, around 10.30am, **Hedge** presented Judge Williamson KC with the change in Council position, being amendments to Condition 18.

**Hedge** - “And so it doesn’t make sense to obtain approval after you’ve obtained approval.”

It should say timing prior to Council’s notation on the plan of subdivision and after approval is obtained from Council about the stormwater drawings”

Hedge advised Judge Williamson KC that “it is a significant issue in this case”

Judge Williamson KC agreed, and stated “yes”

## Information required from Freeman, Schrinner and Council

38) Why did **Hedge** lie to Judge Williamson KC on 24-4-25 stating that Council's position for the trial was that the applicant engineer is to submit engineering plans after construction, if Council changed this position in as little as one hour later, by filing a new position downstairs?

39) Was it **Schrinner** or **Freeman** who instructed **Hedge** to lie to Judge Williamson KC stating that Council's position for the trial was that the applicant engineer is to submit engineering plans after construction?

In as little as one hour later, a different position was filed in court. This is contempt of court.

40) When did **Council** or **Schrinner** or **Freeman** approve the change in position, in relation to the timing of engineer submitting of plans from before construction to after construction?

41) What was the exact time and date that **Freeman** and **Schrinner** instructed the change in Council position of the timing of submitting engineering plans?

42) Why did **Schrinner** and **Freeman** and **Council** require the RPEQ engineer to lodge RPEQ plans after the pipes were constructed 1.2m under Ashridge Rd?

43) Why did **Freeman** and **Schrinner** instruct **Council** employees to originally draw up a condition 18 on 25/9/24 requiring submission of engineers drawings only after Manteit built the flooded pipes and not allowing Manteit to submit engineering drawings, or any other drawings, prior to construction, to avoid the flooding of Upstream Drainage pipes?

44) Why did **Freeman** and **Schrinner** change the position on timing of submitting of plans?

45) Why did **Freeman** and **Schrinner** not change this condition on 31-1-25 in the Notice of disputed Reasons, but changed it on 28-4-25 at the trial?

46) Why did **Freeman** and **Schrinner** not change this position re timing of engineer plans, when it was a mistake, as per Hedge, in court, on 28-4-25, being a major in the case?

# 47) Why did Freeman, Schrinner and Hedge not inform Judge Williamson KC and the court that it was a significant issue in the case and a mistake, prior to 28-4-25?

47) What are the names of the incompetent Council employees who wrote the original approved condition, that was a mistake?

48) What time and date did **Freeman** and **Schrinner** instruct **Hedge** and **McCabe** or any other person to change Council position re timing of engineering submission to walk into the Planning Court registry to file the changes to the conditions and the Council position?

49) Which are the names of the Council persons instructed by **Schrinner** and **Freeman** to make the changes to Council position and condition 18, in respect of timing of the submission of RPEQ drawings prior to construction?

50) What are the names of the Council employees did **Freeman**, **Schrinner** and Council instruct to intentionally place an admitted mistake in the DA approval?

51) What are the name of the Council employees that intentionally placed an admitted mistake in the DA approval?

52) Why did **Schrinner** and **Freeman** fail to inform Judge Williamson KC and Manteit for 7 months that is was a mistake?

53) Why did **Schrinner** and **Freeman** waste the time of Judge Williamson KC, the Court and David Manteit, for 7 months by not changing this position ?



54) Why did Schrinner and Freeman instruct Susan Hedge to advise Judge Williamson KC that it was a mistake, on 28-4-25 and not 24-4-25, only 5 business hours earlier?

55) What time and date did Schrinner and Freeman instruct Susan Hedge to inform Judge Williamson KC that it was a mistake?

56) Why did **Schrinner** and **Freeman** fail to advise Manteit for 7 months it was a significant issue in the case and a mistake?

57) What date did **Schrinner** and **Freeman** instruct **Hedge** that it was a significant issue in the case?

58) Why did **Freeman**, **Schrinner** and Council prevent Manteit from submitting engineer drawings for 7 months?

## 8. Forcing by Freeman, Schrinner, Hedge of witnesses to change their witness statement re timing of the engineer submissions

5.11. I defer to the opinion of Mr Ryan that no further operational works permit will be required for the Applicant to install a stormwater solution required by the conditions of development approval. In my experience, the further approval that will be needed is a building permit from a private certifier. There is no later opportunity for Council to review detailed design of the stormwater system. Hence, in my experience, an appropriately detailed stormwater master plan is submitted at the DA stage which has sufficient design detail to demonstrate compliance of the stormwater drainage for the proposed development. At the time of the later assessment, the private certifier will check compliance of plans for the building permit with the scope of stormwater defined in the DA.

**Corrigan 22-4-25**

### Corrigan statement

**Corrigan - "There is no later opportunity for Council to review detailed design of the stormwater system"**

This is a correct statement by Corrigan.

### Corrigan report

8.10. I consider that condition 18 is an appropriate response to the City Plan provisions above in paragraph 8.8 because it provides for the connection required for the future development of the upstream lots.

Corrigan made his statement signed on 22-4-25 that Condition 18 is an appropriate response to the City Plan.

On 28-4-25, Hedge, in Court, forced Corrigan to make a different statement to Judge Williamson KC.

**Susan Hedge**

And is your view that that timing for 18b that is the implementation of the certified stormwater drawings that occur prior to council's notation on the plan of subdivision and after the approval of the drawings. Is that a reasonable response to the planning scheme provisions that are relevant?

**Corrigan**

Yes, I think it's a reasonable response. I think it adds, the addition adds some clarity to ensure that the approval is obtained prior to those works being carried out.

28-4-25 Hedge to Corrigan – “and is your view that timing for 18b that is the implementation of the certified stormwater drawings that occur prior to council’s notation on the plan of subdivision and after the approval of the drawings, is that a reasonable response to the planning scheme provisions that are relevant ?”

**It was relevant to Corrigan on 28-4-25 but not relevant on 22-4-25, when he did his report.**

**Freeman, Schrinner (allegedly) and Hedge had forced Corrigan into changing his position.**

**Hedge** tried desperately to fix up her and **Freeman** and **Schrinner** mistake.

**Ryan - 22-4-25**

- (b) Condition 18(a) requires stormwater drawings and engineering calculations, to be prepared and certified by an RPEQ in accordance with the relevant Brisbane Planning Scheme Codes, prior to works commencing.
- (c) Condition 18(c) requires ‘As Constructed’ drawings prepared and certified by a Registered Professional Engineer Queensland or a Queensland Building and Construction Commission licensed hydraulic consultant (where applicable) to be submitted to Council, prior to Council's notation on the plan of subdivision.

## Ryan 22-4-25

- 5.12 In my opinion Condition 18 appropriately fulfils the planning purpose and requirement of the assessment benchmarks identified above, to provide a stormwater connection for upstream lots. Condition 7 appropriately fulfills the planning purpose of ensuring there is access available to those connections for upstream owners.

## 29-4-25 Ryan mistakes

Susan Hedge

You've prepared an affidavit in this proceeding which is dated the 22nd of April 2025, is that correct?

Ryan

That's correct.

Susan Hedge

It's become Exhibit 7. Your CV appears at page 24 of that 2.5?

Ryan

Yes.

Susan Hedge

Okay. You have two corrections to that as I understand it. Yes, please. The first on page 7.

Ryan

Yes.

Susan Hedge

In paragraph 2.5e

Ryan

Yes in the first line after the words in each of the examples above, comma, I would insert the word council, so it would read in each of the examples above, council would be confident.

Susan Hedge

Thank you. And is there a second correction on page 19?

Ryan

That's correct.

Susan Hedge

Subparagraph J, which is right at the top of the page, and what's the

Ryan

Thank you. The correction is it currently says Stormwater Code Performance Outcome AO1. That should read Stormwater Code Acceptable Outcome AO1.

Susan Hedge

Thank you. Are there any other corrections?

29-4-25

Ryan

Those are the corrections, thank you.

Susan Hedge

Your affidavit and report corrected as we have this morning. Are the facts stated in that report correct to the best of your knowledge and knowledge?

Ryan

Yes, they are.

Susan Hedge

I was now going to act on your Honour's leave yesterday to ask about the amended conditions. Do you have a copy of the table, Mr Ryan, which is Exhibit 9, called Conditions Contended by Respondent?

Ryan

Yes, I do.

Susan Hedge

Can I ask you to turn to page 11?

And you understand the left-hand side is the decision notice condition and the right-hand side is what the council's contending in the trial?

Ryan

Yes.

Hedge - "Council's contending in the trial"

Susan Hedge

On page 11, in the middle of the page, you see the underlined section which requires that the stormwater drawings and engineering calculations that are certified by Registered Professional Engineering Queensland in accordance with the relevant Brisbane Planning Scheme codes be submitted to council for approval?

Ryan

Yes I see that.

Susan Hedge

Yes it is.

# 29-4-25

**Ryan**

I think in this case condition 18 is dealing with upstream stormwater drainage. It requires, as is commonly the case, a detailed design to be prepared.

And I think in instances where it deals with stormwater and other properties and potential impacts on downstream properties, I think it's reasonable that Council would review that detailed design before it's implemented.

**Susan Hedge**

Review and approve?

**Ryan**

Review and approve, that's right.

**Susan Hedge**

Thank you. Turning to page 12, and yesterday I think you were in court when I indicated that the underlying sections right at the top of the page in timing for 18A should actually be in the timing of 18B.

**Ryan**

Yes. Do you remember that? I do remember that.

**Susan Hedge**

Alright. And is your view that that timing for 18b that is the implementation of the certified stormwater drawings that occur prior to council's notation on the plan of subdivision and after the approval of the drawings.

Is that a reasonable response to the planning scheme provisions that are relevant?

**Ryan**

Yes, I think it's a reasonable response. I think it adds, the addition adds some clarity to ensure that the approval is obtained prior to those works being carried out.

**Susan Hedge**

Thank you.

Corrigan was forced to change his position by **Freeman**, **Schrinner** (allegedly) and Hedge on the day of the trial, 28-4-25.

Ryan was forced to change his position by **Freeman**, **Schrinner** (allegedly) and Hedge on the day of the trial, 29-4-25.

### Information required

59) Why did Hedge, **Freeman** and **Schrinner** (allegedly) force Corrigan and Ryan to change their expert witness statements in the trial, being a significant issue in the case ?

60) Why did Hedge, **Freeman** and **Schrinner** (allegedly) refuse to advise Manteit any any stage, until the trial, that they intended to force Corrigan and Ryan to change their witness statements, being a significant issue in the case?

61) Why has **Freeman** and **Schrinner** sunk to the lowest depths by allegedly forcing witnesses?








62) Was it **Freeman** or **Schrinner** who instructed Hedge to force the witnesses to change their witness statements?

63) How much money was Hedge paid by **Freeman** and **Schrinner** for Hedge's services in the trial?

64) How much money was paid to Hedge by **Schrinner** and **Freeman** for the whole case, 2916/24?

## 9. Affidavit 49 - Opening day of the trial 28-4-25

### Background

44	23/04/2025	Affidavit	AD CORRIGAN & EXHS ADC-1	Respondent	
45	23/04/2025	Affidavit	K RYAN & EXHS KR-1	Respondent	
47	14/04/2025	Order	WILLIAMSON KC DCJ - 14.04.2025	Respondent	
48	24/04/2025	Affidavit	of SJ McCABE & exh "SJM-1" - "SJM-3"	Respondent	
49	24/04/2025	Affidavit	OF: S J MCCABE, EX SJM-4	Respondent	
50	24/04/2025	Certificate	OF: K FREEMAN, EXS 1- 26 ( VOLUME 1 OF 2)	Respondent	
51	24/04/2025	Certificate	OF: K FREEMAN, EXS 27 - 29 ( VOLUME 2 OF 2)	Respondent	

#### Judge Williamson KC 28-4-25

Well, and Mr... One, two, three, four, five. Okay, so, looking at paragraph one of the agreement four, court document number 23, I will... I'll mark court document 23, that'll be exhibit five. The affidavit of Mr. Corrigan, which is court document 44, that'll be exhibit six. The affidavit of Mr. Ryan will be Exhibit 7. That's number 45. And court documents 50 and 51, which are the CEA certificate of Freeman, I'll mark collectively Exhibit 8. the Table of Conditions...

#### Susan Hedge

Can I tender a copy of that? It's the same as was attached to the affidavit but the affidavit's not necessary.

#### Judge Williamson KC

Okay, Council's Table of Conditions will be Exhibit 9.

**Hedge -"the affidavit's' not necessary"**

#### Susan Hedge

I might give Your Honour a moment to read the opening submissions if that's appropriate. Mr Monty also hasn't had a chance to read them. I gave them to him a few minutes before we started, so he might all read

#### Judge Williamson KC

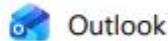
them. Mr Monty, I'm just about to read the Council's opening submissions.

**Hedge to Judge Williamson KC - "the affidavits's not necessary"**



12/11/2025, 07:47

Mail - david manteit - Outlook


**RE: REQUEST FOR INFORMATION MANTIT V BRISBANE CITY COUNCIL 2916/24**

**From** Steven Adams <steven.adams@justice.qld.gov.au>  
**Date** Tue 21/10/25 11:53 AM  
**To** david manteit <davidmanteit@hotmail.com>

David,

Further to my previous email I have investigated whether the affidavit of Sarah J McCabe filed on 24 April 2025, being Court Document 49, was tendered as an exhibit at the hearing.

I have reviewed the list of exhibits tendered and the exhibits themselves. I have also listened to the court recording of the hearing.

On 28 April 2025, the Respondent tendered a document being a table called "Conditions contended by Respondent". It was referred to by His Honour (HH) in the recording as "the table of conditions", which HH marked as Exhibit 9. Listening to the recording (at approximately 10.38am) Ms Hedge for the Respondent in tendering the document indicates it is a copy of the attachment to the affidavit.

I have compared Exhibit 9 to Document 1 attached to the affidavit at Court Document 49. Both documents are entitled "Conditions contended by Respondent". I can confirm the contents of both documents match.

In answer to your question, Court Document 49 as a whole was not tendered as an exhibit. However, the document (table) tendered and admitted as Exhibit 9 matches Document 1 attached to the affidavit at Court Document 49.

I trust this information is of value.

Regards



**Steve Adams**  
 ADR Registrar (Planning and Environment Court)  
**Queensland Courts – Supreme, District and Land Courts Service**  
**Department of Justice**  
 QEII Courts of Law, 415 George Street, Brisbane Qld 4000  
**P:** 3738 7998 **M:** 0402 766 235  
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**E:** [PE.Registrar@justice.qld.gov.au](mailto:PE.Registrar@justice.qld.gov.au)



On the opening day of the trial, 28-4-25, Hedge produced a table of conditions, of which Judge Williamson KC marked as exhibit 8.

This table of conditions was a new position statement that was totally different from the Council position, only 4 business hours earlier, on 24-4-25, being as of 31-1-25.

## **Hedge stated to Judge Williamson KC “the affidavit’s not necessary”**

Telling a judge that an affidavit’s not necessary is alleged contempt of court.

The affidavit was not presented to Judge Williamson KC. Hedge hid the affidavit.

It seems that Hedge played the game and intentionally hid the affidavit, on 24-4-25.

Hedge refused to advise Judge Williamson KC that the affidavit was filed.

**Mr Steven Adams, registrar, has confirmed to Manteit as per letter above, that the affidavit 49 was not tabled to the Court, by Hedge.**

### **Information required**

65) Why did Schrinner and Freeman instruct Hedge not to table the affidavit 49 to Judge Williamson KC and the Court?

66) Why did Schrinner and Freeman not inform Judge Williamson KC of the change in Council position, being totally different from only 5 hours earlier, on 24-4-25?

68) On the opening day of the trial, 28-4-25, Susan Hedge Byth Chambers barrister, provided a Council position statement that included change in conditions, that removed both the flooded Upstream Drainage plans and Onsite Drainage plans. Why was the position change, being in contempt of court?

## 10. “Can I just put all the cards on the table, to assist, Your Honour?”

**Hedge - "can I put all the cards on the table to assist, Your Honour?"**

**24-4-25**

**SUSAN HEDGE**

So, less than the trigger for accessible development. And perhaps, can I just put all the cards on the table to assist, Your Honour? Mr. Corrigan...

So, the Civil Works Engineers report says that where the red line is, the indicative line on the plan, that that won't work.

**22-4-25 Corrigan the goldfish - the discharge level of the pipe accordingly would be lower than the kerb.**

9.11.3. Civil Works Engineers then depicted Diagram 3 where correct ground cover was assumed and the conclusion made that the discharge level of the pipe accordingly would be lower than the kerb level in Ashridge Road. As stated above, I don't disagree with the levels shown by Civil Works Engineers. However, in my experience, a stormwater designing civil engineer would move to a design such as in my **Attachment D** which does achieve the necessary levels.

**Dumbo Byth Chambers barrister either couldn't work that out for 7 months or has lied for 7 months. It can only be one or the other.**

**Which one is it ? Please advise the ratepayers and the CCC.**

Your Lord Mayor paid your rates bills for this rubbish.

## Background

**Hedge stated to Judge Williamson KC – “can I just put all the cards on the table to assist, Your Honour?”**

**Susan Hedge had been lying to Judge Williamson KC and the Planning Court for 7 months**

**In other words, Susan Hedge had lied for 7 months**

**"Can I just put my cards on the table" - indicating previous alleged dishonesty of Hedge, Freeman,(allegedly), Schrinner, (allegedly), Council and Council licenced and unlicenced employees, from 25/9/24 to 24/4/25 (7 months).**

**Why did Schrinner and Freeman have cards? Why did they hold cards and what were the cards?**

## **Information required from Schrinner, Freeman and Council**

Who instructed Susan Hedge to advise Judge Williamson KC on 24-4-25 that she had cards?

Why did **Schrinner**, **Freeman** and Council have cards?

Why was Hedge so dishonest to the court all this time?

Why did Hedge lie to Judge Williamson KC, that she had cards?

Why did **Schrinner** and **Freeman** allegedly instruct Hedge to lie to the Court for 7 months?

Why did **Schrinner** and **Freeman** instruct a the dumbest barrister in Australia, who has zero intelligence?

How much money has **Schrinner**, **Freeman** and Council paid for the whole court case?

When did **Schrinner** and **Freeman** know that the Upstream Drainage Pipes were flooded?

Why did **Schrinner** and **Freeman** instruct Hedge to state to Judge Williamson KC that she had cards?

## 11. Hedge requiring pipe to go straight through the middle of the lot

**Judge Williamson KC** 30-4-25 JW comments about the Upstream red lines

And then during the appeal, the council has taken a step back from that and said rather than, us tell you what the solution looks like, here is a condition that allows you to demonstrate whatever option you like achieves compliance with the planning scheme in circumstances where we will say to the court that you can be satisfied there is a solution, it's just a matter of detail.

**Susan Hedge**

That is true but could I add this that the council's position is that the removal of the red line really had no effect because what was required by the condition was to be generally in accordance with the plan which had the red line on and then the red lines indicated to be indicative so our position is that many many stormwater options including pipes going straight through the middle of the lot rather than around the edge would have been generally in accordance with because of the purpose of the condition and the line, taking them together, is to provide upslope drainage connections.

So where the pipe runs isn't really the point.

The point is to provide the upslope connections if they're provided with a pipe that runs in a different line.

And so rather than having that dispute in this trial, we've removed the red line, because the red line has become a matter of fixation and distraction. So, but it's not accepted by the Council that the red line was inappropriately put on the plan or any of those aspects.

**Judge Williamson KC**

Sorry, I'm not suggesting it, but I have to say, I'm not sure it's as fluid.

It has fluidity, but I'm not sure the red line, by calling it indicative and generally in accordance, in effect opened the door to a whole array of solutions.

And the reason I say that is because generally in accordance with would be assessed by reference to the consequences of the change.

And the consequences of the change made it more difficult for easements, and the like. That would be a reason why a solution, even though it worked, would not be generally in accordance with the indicative line shown on the plan.

I don't think it's as easy as saying, look, this is one way, but if you don't do that, there's many other ways.

Because as soon as a line is drawn on a plan and generally in accordance with, unless there's something in the condition that makes it very clear, and I don't think indicative in and of itself gives much more than generally in accordance with.

There's some flexibility, but it's not open slather.

**Susan Hedge**

I accept that.

## Background

On 30-4-25 at the trial, Susan Hedge stated -

**Statement by Susan Hedge - “*our position is that many many stormwater options including going straight through the middle of the lot rather than around the edge would have been generally in accordance*”**

**Susan Hedge - “Going straight through the middle of the lot”**

Going through the middle of the lot would mean contravening BSD 8111, which requires the Upstream pipe to be 600mm from the boundary, as demonstrated in Henderson V Brisbane City Council 4139/18.

Going through the middle of the lot includes an easement through the middle of the lot. Therefore Hedge promoted -

- Causing the building of a house or any other structure impossible
- Blocking off all services to the lot
- The Council easement precludes any building above or below the easement.
- The Council easement requires that there must be a space beside the easement for maintenance.
- This is a totally preposterous statement only a child would make.

Judge Williamson KC –



Judge Williamson KC

30-4-25

Sorry, I'm not suggesting it, but I have to say, I'm not sure it's as fluid.

It has fluidity, but I'm not sure the red line, by calling it indicative and generally in accordance, in effect opened the door to a whole array of solutions.

And the reason I say that is because generally in accordance with would be assessed by reference to the consequences of the change.

And the consequences of the change made it more difficult for easements, and the like. That would be a reason why a solution, even though it worked, would not be generally in accordance with the indicative line shown on the plan.

I don't think it's as easy as saying, look, this is one way, but if you don't do that, there's many other ways.

Because as soon as a line is drawn on a plan and generally in accordance with, unless there's something in the condition that makes it very clear, and I don't think indicative in and of itself gives much more than generally in accordance with.

There's some flexibility, but it's not open slather.

## Judge Williamson KC –

*“I’m not sure the red line, by calling it indicative and generally in accordance, in effect opened the door to a whole array of solutions”*

*“And the reason I say that is because generally in accordance would be assessed by references to the consequences of the change”*

*“And the consequences of the change made it more difficult for easements, and the like”*

*That would be a reason why a solution, even though it worked, would not be generally in accordance with the indicative line shown on the plan.*

*“Because as soon as a line is drawn on a plan and generally in accordance with, unless there’s something in the condition that makes it very clear, and I don’t think indicative in red and of itself gives much more than generally in accordance with.”*



***There's some flexibility, but its not open slather"***

### **Information required from Schrinner, Freeman and Council**

41) I require **Schrinner, Freeman** and Council to advise why did Susan Hedge stated to Judge Williamson KC that "going through the middle of the lot would have been generally in accordance"

**Freeman, Schrinner** and Council need to advise why Susan Hedge stated "going straight through the middle of the lot rather than around the edge would have been generally in accordance." This is contrary to Judge Williamson KC statement.

Does **Freeman** and **Schrinner** agree with -

***"our position is that many many stormwater options including going straight through the middle of the lot rather than around the edge would have been generally in accordance"***

which is non-compliant and forces Manteit to not build a house?

Did **Freeman** and **Schrinner** give instructions to Hedge to make the statement -

***"our position is that many many stormwater options including going straight through the middle of the lot rather than around the edge would have been generally in accordance"***

## 12. Judge Williamson KC request for Council material to be filed.

### Background

12-2-25

Judge Williamson KC - "you give the Council all the material you want to rely upon a trial and then I'm going to ask the council to do the same in return, and then we are going to trial

**Judge Williamson KC**

I do mind. You've had plenty of opportunity. It's my turn. Sorry. This is what I'm going to do. I'm going to order the matters case managed by me. There are not going to be any joint meetings. What we're going to do is, we're going to do this old school.

There's going to be an exchange of material. So Mr. Manteit, you bear the onus, you give the council all the material, you want to rely upon a trial, and then I'm going to ask the council to do the same in return. and then we are going to trial.

And do we have the trial calendar here? Have you got your diary there Ms Hedge?

**Judge Williamson KC stated on 12-2-25 - "you give the Council all the material, you want to rely upon a trial, and then I'm going to ask the Council to do the same in return".**

Council never provided all the material for the trial until the day of the trial.

It is alleged that **Schrinner**, **Freeman** and **Hedge** have deliberately and intentionally, and collectively defied court orders, in order to thwart the prosecution of Manteit's case, in order to hide the conduct of their employees, and ultimately their own conduct.

The residents and ratepayers of Brisbane are not fooled easily.

To have seven Council employees falsify plans, prepare flooded plans is one thing.

But then to contract a witness to concoct another 4 flooded plans is stupendous.

That is why Freeman and Schrinner must be held to account.

Susan Hedge and Sara McCabe are a given.

## Information requested

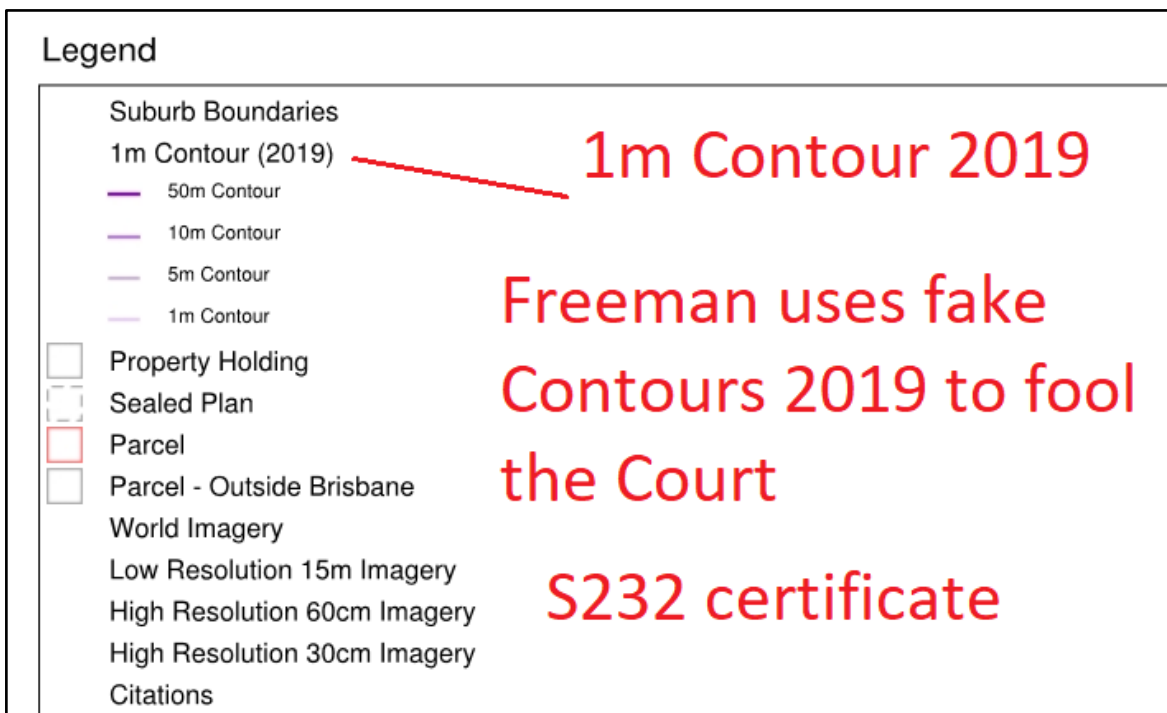
69) Why did **Freeman**, **Schrinner** and Council intentionally refuse to provide all the information for the trial before the trial, including affidavit 49?

Why did **Freeman**, **Schrinner** and Council intentionally divert from the intention of Judge Williamson KC as to lodging documents ?

# 13. Freeman used unlawful illegal 2019 Contours and Nearmaps to fool Judge Williamson KC and the court.



Freeman supplied the above document in the S232 Certificate.





<p>Ground level</p> <p><b>Freeman S232</b></p>	<p>Ground level means—</p> <ol style="list-style-type: none"> <li>the <u>level of the natural ground</u>; or</li> <li>if the level of the natural ground has changed, the level lawfully changed.</li> </ol> <p>Editor's note—Section 1.7.5 provides that for the purpose of the definition of ground level in Schedule 1, the level of the natural ground is deemed to have been lawfully changed if the level of the natural ground level is the prescribed level.</p>
<p>Prescribed level</p> <p><b>Council law</b></p>	<p>The level of the surface of the land:</p> <ol style="list-style-type: none"> <li>existing at the time the original estate was subdivided and roads created through the estate as determined by a registered surveyor under the <i>Surveyors Act 2003</i> using best available evidence which is based on: <ol style="list-style-type: none"> <li>the 'as constructed' drawings for the subdivision of the original estate lodged with the Council; or</li> <li><u>if paragraph (a)(i) does not apply, the 2002 contours of the Council's mapping system</u>; or</li> </ol> </li> <li>that is the result of operational work carried out as a consequence of a material change of use or reconfiguring a lot, if: <ol style="list-style-type: none"> <li>the material change of use or reconfiguring a lot was assessable development under the Council's planning scheme in effect between 1 January 2002 and the commencement of this planning scheme; and</li> <li>the operational work accords with the following: <ol style="list-style-type: none"> <li>the development approval for the material change of use or reconfiguring a lot;</li> <li>the development approval which approved the operational work.</li> </ol> </li> </ol> </li> </ol> <p>Editor's note—Section 1.7.5 provides that for the purpose of the definition of ground level in Schedule 1, the level of the natural ground is deemed to have been lawfully changed if the level of the natural ground level is the prescribed level.</p>

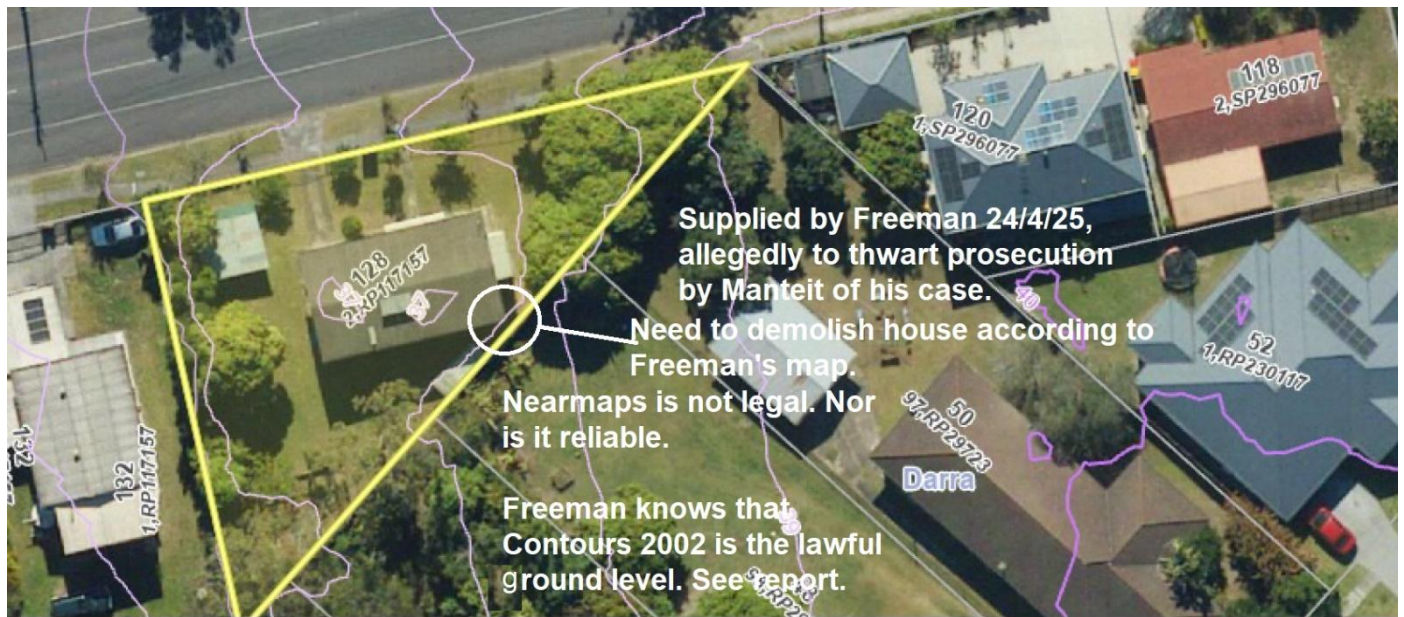
**Freeman supplied the above document in the S232 Certificate.**

Freeman allegedly chose to fool the Court by using –

- Nearmaps
- Contours 2019

instead of Contours 2022

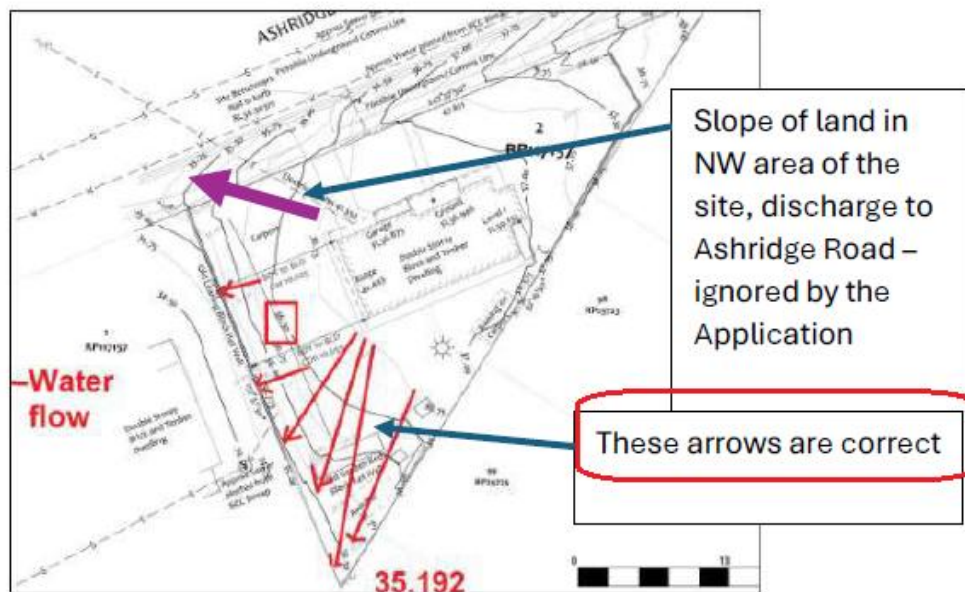
This is alleged contempt of Court.



**Freeman supplied the above document in the S232 Certificate.**

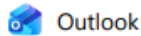
7.7.1.1.2. The survey plan titled "2) Surveyor's contours" by the Applicant on Page 7 of the Assessment Report by the Applicant titled "Town Planning Application" shows the contours (that agree with the contours in Brismaps 2019 that I have used) and the fall of the land towards Ashridge Road. I have marked this plan as follows.

2) Surveyor's contours.



15/11/2025, 08:45

Mail - david manteit - Outlook



## Enquiry regarding Natural Ground Level

From CPEDS-DS-ManagersOffice <CPEDS-DS-ManagersOffice@Brisbane.qld.gov.au>

Date Thu 13/11/25 4:51 PM

To david manteit <davidmanteit@hotmail.com>

Good afternoon Mr Manteit,

Thank you for your enquiry regarding natural ground level.

Under *Brisbane City Plan 2014*, Natural Ground Level is defined as:

Ground level means —

- a. the level of the natural ground; or
- b. if the level of the natural ground has changed, the level lawfully changed.

*Editor's note—Section 1.7.5 provides that for the purpose of the definition of ground level in Schedule 1, the level of the natural ground is deemed to have been lawfully changed if the level of the natural ground level is the prescribed level.*

To the extent that you are seeking technical advice about a specific property, you should seek your own independent advice.

Kind regards,

**General Manager's Office**

Development Services | City Planning and Economic Development Services | **BRISBANE CITY COUNCIL**

Brisbane Square | 266 George Street, Brisbane, Qld 4000  
Phone: 07-3403 8888



**14-11-25 Freeman states to Manteit  
that the lawful contours are Contours 2002,  
not Nearmaps or Contours 2019**

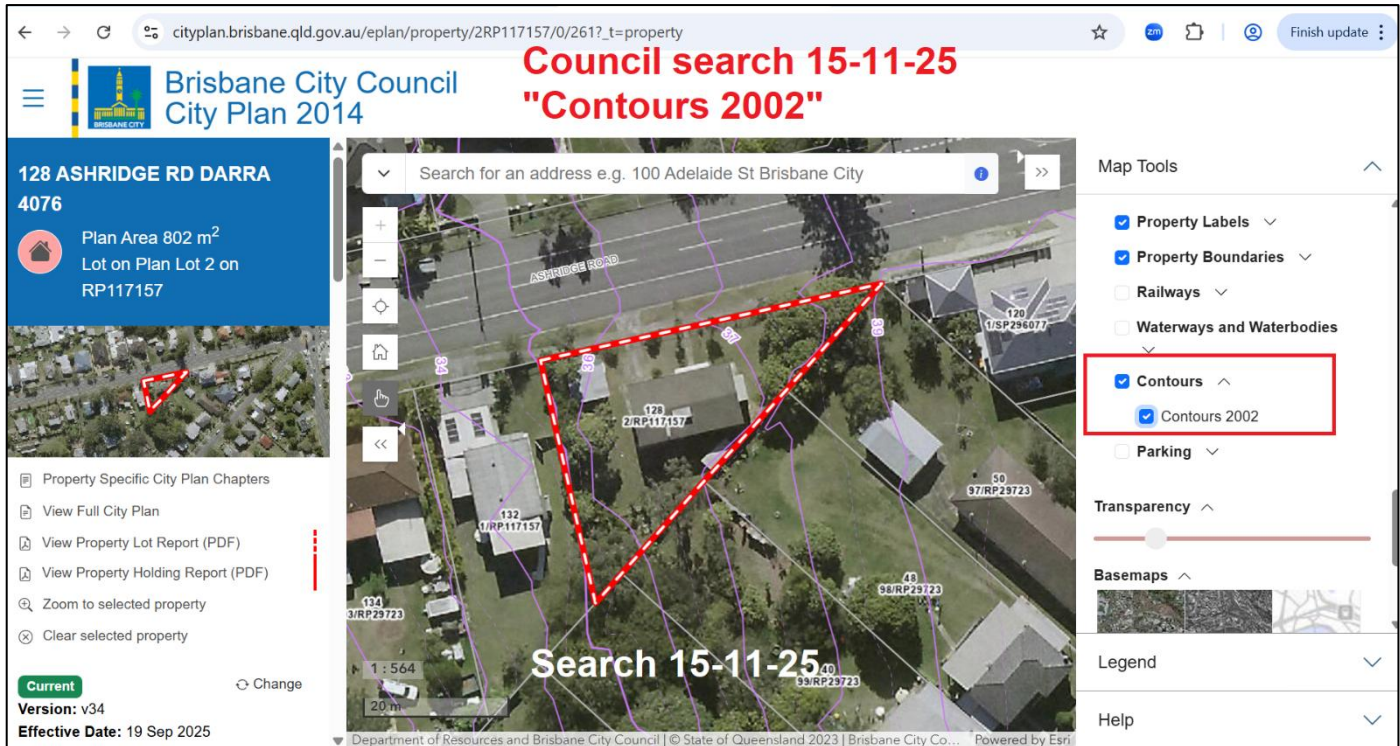
*The contents of this email message and any attachments are intended only for the addressee and may be confidential, private or the subject of copyright. If you have received this email in error please notify Brisbane City Council, by replying to the sender or calling +61 7 3403 8888, and delete all copies of the e-mail and any attachments.*

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<https://outlook.live.com/mail/0/inbox/id/AAkALgAAAAAHYQDEapmEc2byACqAC%2FEWg0Aj2XEIyGU1kCNDadYzRq6pgAIWmrNUwAA>

1/1





## Search of Council City Plan online by Manteit, 15-11-25, showing the lawful Contours 2002

### Background

- **Freeman** signed two S232 certificates as affidavits, on 24-4-25.
- The **signing** by **Freeman** of the 2 certificates were 2 days after the extended Court order required date for the material to be filed.
- This is allegedly in contempt of Court
- The **filing** to the registry on 24-4-25 was 2 days after the extended date for the material to be filed.
- **Freeman** provided Nearmaps and Contours 2019 as the lawful ground levels, when in fact contours 2002 is the lawful contours, if the surface levels of the original subdivision is not available.
- Contours 2002 is displayed online, on the Council website. "City Plan 2014 online". Contours 2002 has been displayed since inception of the site. There has never been any other contours displayed on the website.
- **Freeman** was aware that Manteit provided the ONF survey plan in the approval dated 12-7-25.



- Corrigan also stated that he used the unlawful Contours 2019, instead of lawful Contours 2002.
- **Freeman** has allegedly deliberately attempted to deceive the Court by providing illegal contours to deceive the Court, which is contempt of Court

It is known that the Council employees never examined the Manteit supplied survey levels of 12-7-24.

### Information required

70) I require **Freeman** and **Schrinner** to provide the reason for filing the 232 notices in contempt of court when it is not dependent on any other person than her and could have been filed anytime.

71) I require **Freeman** to provide the reasons why Freeman used Contours 2019 and Nearmaps, instead of Contours 2002.

72) Why did **Freeman** and Schrinner use ratepayers money to allegedly fool the Court by using fake Contour levels?

73) Why did Freeman allegedly commit contempt of Court by signing the affidavit on 24-4-25, after the extended required date of 22-4-25 ?

74) What date did Council allegedly instruct Susan Hedge to make all the false statements to Judge Williamson KC in Court on 24-4-25?

75) What date did Council provide instructions to Susan Hedge that Council's position had changed?

76) Who gave the instructions to Sara McCabe and Susan Hedge to lodge the affidavit Court file, on 24-4-25, in as little as one hour after 11.30am, being in contempt of Court?

77) Why did **Freeman**, **Schrinner** and Council waste Judge Williamson KC and Court staff time for 7 months by not advising Court that the Upstream and Onsite Drainage plans were flooded and "did not work" (**Hedge**, 24-4-25) ?

78) Why did **Freeman** allegedly instruct Council employees (Roger Greenway) and Corrigan to use the unlawful Contours 2019?

## **14. Costs incurred by Council for the Council employees preparation of the RTI supplied flooded, falsified plans prior to 25/9/25.**

79) How much money was paid to Council employees for the preparation of falsified and flooded plans prior to the DA approval, as per the RTI report supplied by Brisbane City Council? These plans included falsified lot numbers and pipes placed illegally in neighbour's yards, causing prison sentence for trespass.

Who authorized the payment of these costs?

80) How much costs were incurred by Freeman, Schrinner and Council for the Council employees who prepared the DA approved Upstream Drainage plans that were flooded, including 1.2m at the kerb and over 30 L/s velocity?

## **Costs incurred by Council for the Council employees preparation of the DA flooded plans of 25/9/25?**

81) How much money was paid to Council employees for the preparation of flooded plans prior to the DA approval, as per the RTI report supplied by Brisbane City Council?

82) Who authorized the payment of these Council employee preparation costs?

83) How much costs were incurred by **Freeman**, **Schrinner** and Council for the Council employees who prepared the DA approved Upstream Drainage plans that were flooded, including 1.2m at the kerb and 76 L/s velocity?

## **Costs incurred by Council for the Court case 2916/24**

83) How much of ratepayers money has **Schrinner**, **Freeman** and Council spent overall on defending the court case A006565555 and 2916/24?

84) How much money was paid to Hedge, barister, for the whole case?

85) How much money was paid to McCabe, who assisted Hedge?

86) How much money was paid to City legal to defend the case?

## Corrigan report

**Andrew Corrigan, Council witness**, provided a report to Court, that **invented**

- Up to **8 flooded plans**
- Over **150 intentional errors**
- Broke scores of Council laws and the laws of **gravity**.
- Stating by Corrigan that he used the **same parameters as Civil Works**.

### Two Options for Stormwater Drainage

### ***Corrigan fraud***

- 9.7. I used the Rational Method to estimate stormwater flows. I set out stormwater design principles and assumptions for the calculations in this method in **Attachment C**. I note that my assumptions for parameters for stormwater calculations are the same as set out in the report by Civil Works Engineers. I provide a table of calculations of catchment size and pipe flows in **Attachment D**.

In addition –

- Self describes his report as “**rudimentary**”

- 3.6. Detailed upstream stormwater modelling is required and has not been carried out by the Applicant. I have undertaken a rudimentary analysis of upstream catchment boundaries (in **Attachment C**) along with options for stormwater infrastructure that satisfies the objectives (**Attachment D**). This stormwater infrastructure satisfies the intent of the red indicative mark ups on the approved plan SK01.

- Use of **illegal rainwater tanks** in rear lots, being unlawful against -

PSP S7.5.3 (6)

PSP 7.6.1 (6)

QUDM 5.4.2

- drainage reserve, but not within road reserves. Only above-ground detention storages will be permitted in Council-owned lands. Tanks in public roads will not be accepted.
- (5) Above-ground detention basins should be integrated with water quality treatments by locating the detention storage requirement above the water quality extended detention depth.
  - (6) Council will not support the installation of on-site (lot-based) stormwater detention facilities in a residential subdivision on each freehold lot as there is no provision to adequately ensure these facilities are protected or maintained into the future.
  - (7) Using stormwater detention tanks in commercial or industrial developments will be permitted where located on lots or within privately owned roads/driveways. Similarly, tanks could be used within roads/driveways owned by community title for residential developments.

**PSP 7.5.3 (6) – “Council will not support the installation of on-site (lot-based) stormwater detention facilities in a residential subdivision on each freehold lot...”**

- (6) The provision of stormwater detention does not negate the requirement for a lawful point of discharge for development. Detention systems do not manage nuisance flows and may concentrate water that would have otherwise sheet flowed across a site boundary, often have high outlet velocity and will regularly release stormwater over extended periods of time. The provision of storm water detention is not to result in uncontrolled scour, ponding and nuisance to adjacent properties that would have otherwise not been experienced under existing conditions.

**PSP S 7.6.1 (6) - "Rainwater tanks do not negate the requirement for a lawful point of discharge for development."**

***"Detention systems do not manage nuisance flows."***

**5.4.2 On-site detention systems QUDM**

There are generally three design standards set by regulating authorities, they are:

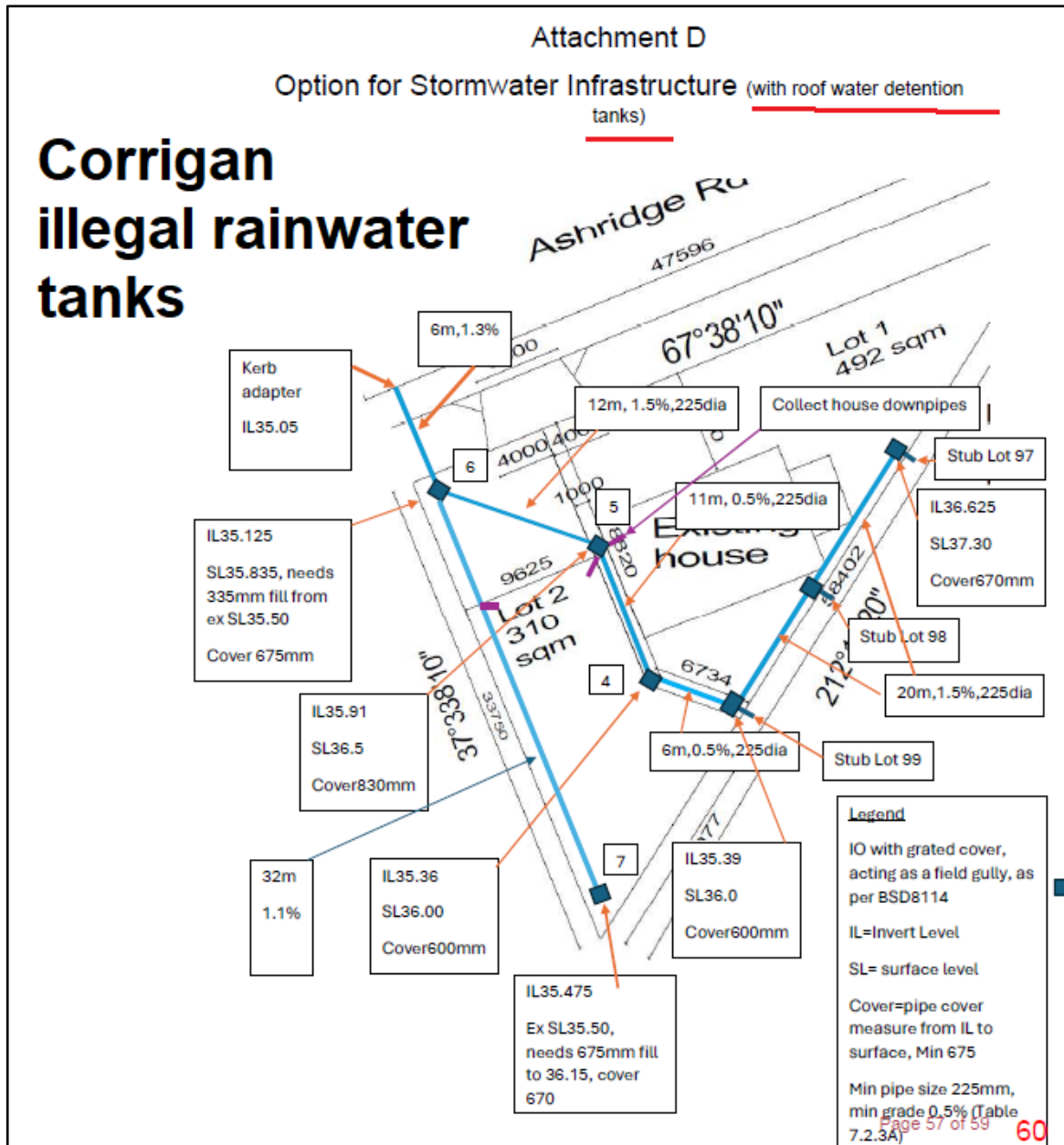
- A specified minimum site storage requirement (SSR) and permissible site discharge (PSD) relative to either the site area, land use, or the change in impervious area.
- A permissible site discharge for the specified design storm frequency with no minimum storage volume specified.
- A requirement not to exceed pre-development peak discharge rates for a range of design storm frequencies.

The first two design criteria are often adopted by local governments following the development of a regional flood control strategy, Master Drainage Plan, or Stormwater Management Plan.

Most small on-site detention systems incorporate underground tanks. When appropriate soil and groundwater conditions exist, some underground tanks can be converted into infiltration systems. Above-ground stormwater detention tanks are rarely used on single residential properties because of the risk of the tanks being converted solely to rainwater tanks.

**Above-ground stormwater detention tanks are rarely use on single residential properties**

***"Above-ground stormwater detention tanks are rarely used on single residential properties because of all the risks being converted to rainwater tanks"***



Corrigan has intentionally deceived the Court by not applying or stating S7.6.3.1 (2) which states -

- Breaking of Council laws that require that the flow velocity for the development plus any external catchment is required to be no greater than 30 L/s at the kerb, as per S7.6.3.1 (2).
- Material change of use (**subdivision**).
- **Level III drainage** (applied for Upstream Drainage).
- Applied to the **total discharge** from the development, (meaning the subject site



development) plus any external catchment. In other words, both developments.

- The more rear lots that are added, the greater the the flows will be applied at the one and only kerb adaptor, forcing nuisance flooding to the Darra residents.

#### 7.6.3.1 Connection to kerb and channel

- (1) The maximum permissible discharge to the kerb and channel must be limited to 30L/s (i.e. maximum 2 single house lots per discharge point dependent on roof area), and twin 100mm diameter pipes (equivalent 150mm diameter) with approved kerb adaptors.
- (2) For development that is a material change of use (i.e. other than (1) above), Level III drainage (connection to kerb and channel) is only permitted if the total discharge from the development including any external catchment does not exceed 30L/s. Multiple hot dip galvanised rectangular hollow sections (RHS) 125/150/200mm wide x 75mm or 100mm high must be used (refer to [BSD-8113](#)).
- (3) Only approved full-height kerb adaptors, complying with [BSD-8114](#) are permitted. The kerb adaptors must be placed in a location where service pits on the footpath will not conflict with the future pipe location.
- (4) Discharge into the high side kerb of a one-way crossfall street is generally not permitted for any development other than a single-house dwelling.

- Use of Contours 2019 instead of Contours 2002.

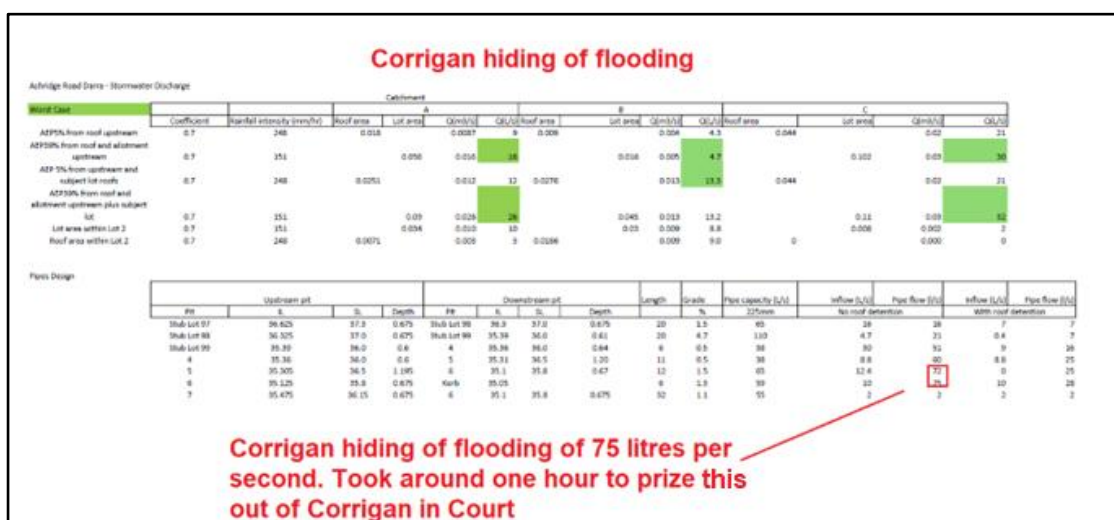
#### Attachment

B

Brismap 2019 Contours

**Corrigan  
- unlawful**

- Hiding of total flooding by Corrigan, which took an hour in court for Corrigan under interrogation by Manteit to admit what his total flooding was.



- Intentional understatement of flooding. Alleged fraud.

b. Worst case upstream development assumed to be two townhouses per lot, each 180m<sup>2</sup>, the townhouse towards Killarney Ave to discharge to Killarney Ave, the rear townhouse to discharge towards the subject lot. **Corrigan**

### Corrigan false statements Stormwater design assumptions

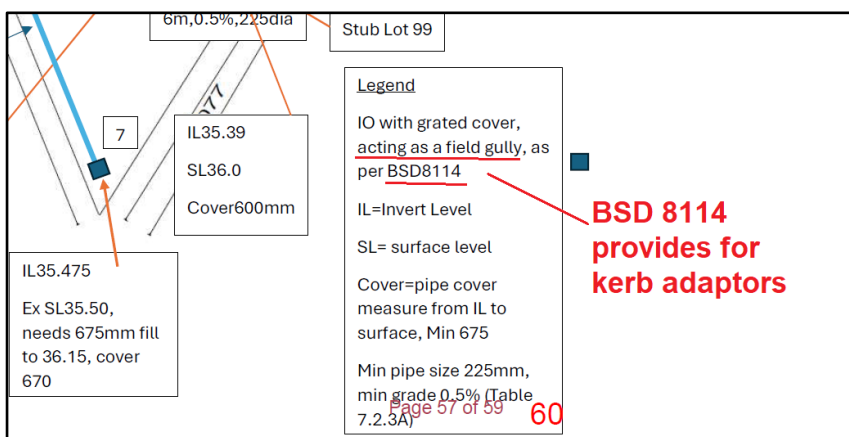
- Level II drainage as per QUDM Section 7.13.2, namely pipe system to convey the greater of 5% AEP (1/20) roof discharge or 39% AEP (1/2) discharge of the roof plus allotment.
- Worst case upstream development assumed to be two townhouses per lot, each 180m<sup>2</sup>, the townhouse towards Killarney Ave to discharge to Killarney Ave, the rear townhouse to discharge towards the subject lot.

- Illegal use of **Level II drainage** instead of Level III drainage. Alleged fraud.

### Stormwater design assumptions

- Level II drainage as per QUDM Section 7.13.2, namely pipe system to convey the greater of 5% AEP (1/20) roof discharge or 39% AEP (1/2) discharge of the roof plus allotment.

- Use of **7 illegal BSD 8114 kerb adaptors** in the middle of lot 2. Alleged fraud.



- Use of fake **fraction impervious (fi)** used instead of Coefficient of discharge formula, understating rear lot flooding by 15%. Alleged fraud.

## Stormwater design assumptions (Corrigan)

- d. Coefficient of discharge  $f_i=0.7$  (worst case = town house development upstream), as per QUDM Section 4.5

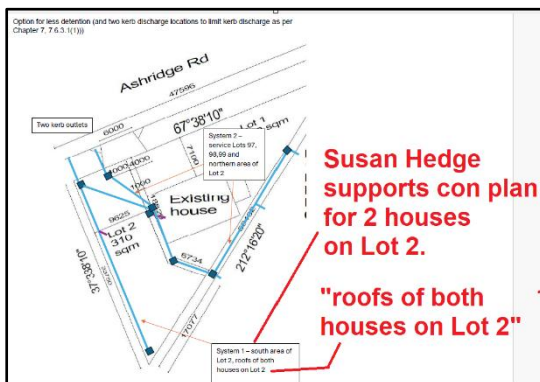
**Notes (Table 4.5.1):**

1. Designer should determine the actual fraction impervious for each development. Local governments may specify default values.
  2. Typically for urban residential high density developments:

<u>townhouse type development</u>	$f_i = 0.7$
multi-unit dwellings > 20 dwellings per hectare	$f_i = 0.85$
high-rise residential development	$f_i = 0.9$
- fake formula, promoted by**

**fake formula,  
promoted by  
Corrigan and Hedge**

- Corrigan's states that the **Coefficient of Dischage is fi = .7** ...as per QUDM 4.5". Alleged fraud.
- Illegal **building of 2 houses** on lot 2. Alleged fraud.



- Use of illegal two **townhouses** only, on rear lots to understate flooding. Alleged fraud.

<p><u>Multiple dwelling</u></p> <p>Editor's note—The use term is defined in the <u>Planning Regulation 2017</u> - Regulated Requirements</p>	<p>Multiple dwelling means a residential use of premises involving <u>3 or more dwellings</u>, whether attached or detached.</p>	<p>Apartments, flats, units, <u>townhouses</u>, row housing, triplex</p>
--	--	--

- **Use of illegal half houses.** Alleged fraud.

Total Catchment AEP 5% discharge from upstream townhouse roof 180m2 plus roofs on subject lot namely 115m2 proposed roof and 143m2 existing house	One <u>townhouse</u> plus <u>half existing house</u> on subject lot 180m2+71m2=251m2	<u>Half a townhouse,</u> <u>half existing house,</u> all of proposed house on subject lot 90m2+71m2+115m2 = 276m2	Same as above 0.044ha
---	---	--	--------------------------



- Use of **illegal flooded hydraulic plans** ending up .5m and .8m under the kerb. Alleged fraud and incompetence. Alleged fraud.
- Use of numbers with **many different decimal places**, indicating Unsatisfactory Professional Conduct of a registered professional engineer. Corrigan claimed he was better than other engineers with his 3 zeros. Alleged fraud and incompetence.

**Corrigan is very proud of three zeros. 24-4-25**

Some engineers would record that as just the two decimal places. I happen to do it to three there. Anyway, it says IL 36.625, and then that pipe has a fall on it to the stub that joins the stub to lot 99, and there's an arrow pointing there and the IL is at 35.39. So there's a full... These levels are expressed as a... as what's known as a reduced level.

**"Some engineers would record that as just the two decimal places."**

**So what's this, Corrigan?**

**Susan Hedge has zero idea of why the winemaster uses zeros all over the place.**

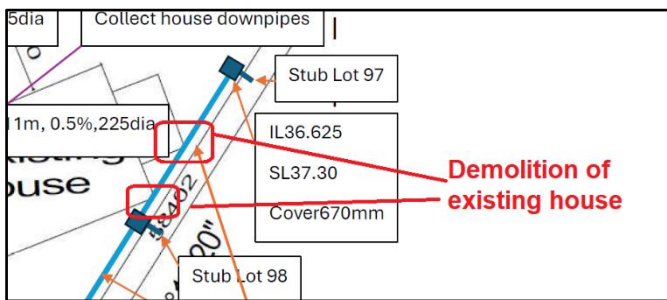
Upstream pit				
Pit	IL	SL	Depth	
Stub Lot 97	36.625 <b>3</b>	37.3 <b>1</b>	0.675 <b>3</b>	
Stub Lot 98	36.325 <b>3</b>	37.0 <b>1</b>	0.675 <b>1</b>	
Stub Lot 99	35.39 <b>2</b>	36.0 <b>1</b>	0.6 <b>1</b>	
4	35.36 <b>2</b>	36.0 <b>1</b>	0.6 <b>1</b>	
5	35.305 <b>3</b>	36.5 <b>1</b>	1.19 <b>3</b>	
6	35.125 <b>3</b>	35.8 <b>1</b>	0.675 <b>3</b>	
7	35.475 <b>3</b>	36.15 <b>2</b>	0.675 <b>3</b>	

**Susan Hedge winemaster witness 1 zero 9 times  
2 zeros 3 times  
3 zeros 8 times**

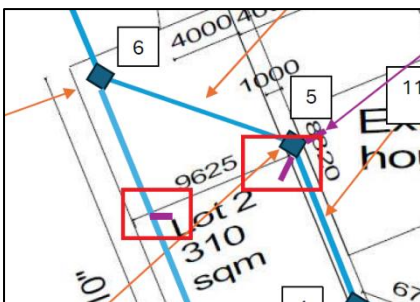
- Corrigan hid the fact that the rear lot owners would be forced to use filling of a front lot to Killarney St, if they subdivided, under Corrigan reports.
- Corrigan has destroyed the opportunity for the Killarney St owners to replace an undersized pipe placed in any development of 128 Ashridge Rd.

This would invite legal action from Killarney St owners since they have no further option to negotiate with the owner of 128 Ashridge Rd for downstream development. (assuming 128 Ashridge Rd is downstream.

- Illegal statement that a private certifier is required to seal a subdivision plan.
- Requirement of the **existing house to be demolished, to make way for stormwater pipes and easements.**



- Placing of **roofwater connection** for the new lot **under the proposed slab**, instead of near the front boundary.



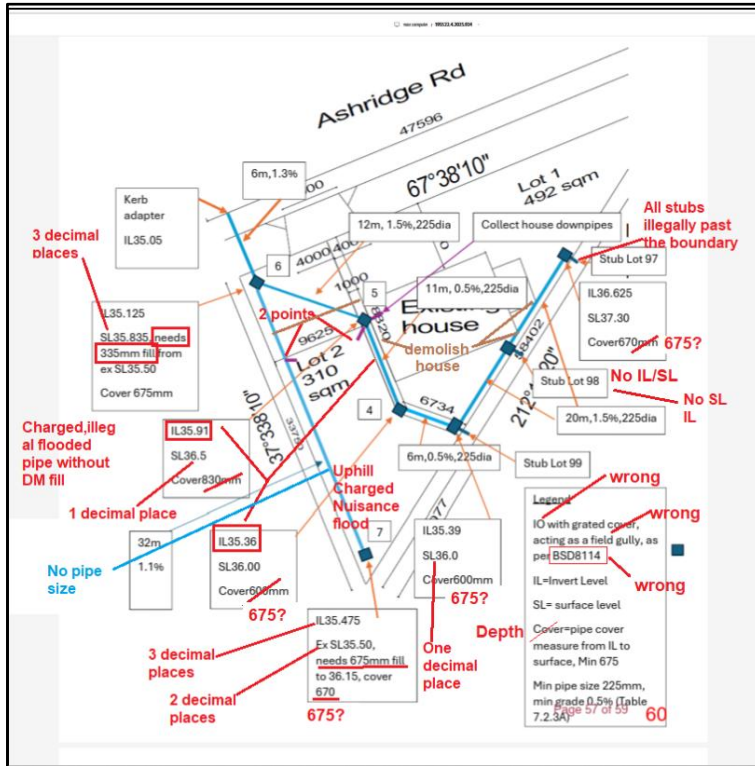
- No placement of a **roofwater connection** as close as possible to the front boundary, to enable all possible construction, including a carport.
- **Understating of roof area in the rear lots**, of  $180 \times 2 = 360$  sqm. This statement on its own understates true flooding by 60% .Alleged fraud.

### Corrigan false statements Stormwater design assumptions

- Level II drainage as per QUDM Section 7.13.2, namely pipe system to convey the greater of 5% AEP (1/20) roof discharge or 39% AEP (1/2) discharge of the roof plus allotment.
- Worst case upstream development assumed to be two townhouses per lot, each 180m<sup>2</sup>, the townhouse towards Killarney Ave to discharge to Killarney Ave, the rear townhouse to discharge towards the subject lot.

- Use of a **fake stormwater master plan**. This is not required by Council law.
- Not one **Planning Scheme Policy** was stated in the report, **except the misleading S7.6.3.1(1). Deceptive by not mentioning S7.6.3.1 (2).**
- Pretending that a **"solution"** must be provided, yet there is no word "solution" in City Plan. Nor do Council assessment officers ask applicants to provide a solution. Corrigan states that the trigger is that water falls over the boundary. There is in fact no mention of "falling over the boundary" in City Plan. There is no definition of upslope.

- Corrigan failed to sight the fall of land affidavit supplied by Manteit, which proves there is no fall over the boundary to the subject lot for lot 98,99.



## Information required from Freeman, Schrinner and Council

- 87) How much money was paid by **Schrinner**, **Freeman** and Council to produce this allegedly fraudulent and incompetent report?
- 88) Who authorized the **payment** to Corrigan? Was it **Schrinner** or **Freeman** or someone else?
- 89) Who instructed Corrigan to **prepare** this report? Was it **Schrinner** or **Freeman** or someone else?
- 90) Who instructed Corrigan to provide a report that provides for **Upstream development flows greater than 30 L/s at the kerb**, being in contravention of PSP S7.6.3.1(2), BSD 8111, BSD 8113?
- 91) Who instructed Corrigan to provide a report that includes **illegal rainwater tanks**, contravening PSP S7.5.3 (6) and PSP 7.6.1(6) of City Plan 2014? **Was it Freeman, Schrinner, or someone else?**

92) Who instructed Corrigan to provide a report that has **4 flooded plans, contravening Newtons laws of gravity, BSD 8111, 8113. Was it Freeman, Schrinner, or someone else?**

93) Who instructed Corrigan to provide a report that placed 7 illegal kerb adaptors in Lot 2? Was it **Freeman** or **Schrinner** or someone else?

94) Who instructed Corrigan to place **illegal stormwater easements** in front of lot 2, within the building area, preventing a

- carport, preventing
- services to the lot, preventing
- sealed plan ?

Was it **Freeman, Schrinner** or someone else?

95) Who instructed Corrigan to prepare a report that provides for the fraudulent building of two houses on Lot 2, causing demolition and fines of \$750,000? Was it Freeman, Schrinner, or someone else?

96) Who instructed Corrigan to use fraudulent fake engineering being fraction impervious. Was it **Freeman, Schrinner** or someone else?

97) Who instructed Corrigan to use fraudulent engineering of Level II drainage instead of Level III drainage? Was it **Freeman, Schrinner** or someone else?

98) Who instructed Corrigan to understate the flooding by the rear lots, by using a fake engineering formula, as admitted by him? Was it **Freeman, Schrinner** or someone else?

99) Who instructed Corrigan to use illegal Contours 2019 instead of Contours 2002 ? Was it **Freeman, Schrinner** or someone else?

## 16. Ryan report

### 29-4-25 Ryan mistakes

**Susan Hedge**

You've prepared an affidavit in this proceeding which is dated the 22nd of April 2025, is that correct?

**Ryan**

That's correct.

**Susan Hedge**

It's become Exhibit 7. Your CV appears at page 24 of that 2.5?

**Ryan**

Yes.

**Susan Hedge**

Okay. You have two corrections to that as I understand it. Yes, please. The first on page 7.

**Ryan**

Yes.

**Susan Hedge**

In paragraph 2.5e

**Ryan**

Yes in the first line after the words in each of the examples above, comma, I would insert the word council, so it would read in each of the examples above, council would be confident.

**Susan Hedge**

Thank you. And is there a second correction on page 19?

**Ryan**

That's correct.

**Susan Hedge**

Subparagraph J, which is right at the top of the page, and what's the

**Ryan**

Thank you. The correction is it currently says Stormwater Code Performance Outcome AO1. That should read Stormwater Code Acceptable Outcome AO1.

**Susan Hedge**

Thank you. Are there any other corrections?

29-4-25

Ryan

Those are the corrections, thank you.

Susan Hedge

Your affidavit and report corrected as we have this morning. Are the facts stated in that report correct to the best of your knowledge and knowledge?

Ryan

Yes, they are.

Susan Hedge

I was now going to act on your Honour's leave yesterday to ask about the amended conditions. Do you have a copy of the table, Mr Ryan, which is Exhibit 9, called Conditions Contended by Respondent?

Ryan

Yes, I do.

Susan Hedge

Can I ask you to turn to page 11?

And you understand the left-hand side is the decision notice condition and the right-hand side is what the council's contending in the trial?

Ryan

Yes.

Hedge - "Council's contending in the trial"

Susan Hedge

On page 11, in the middle of the page, you see the underlined section which requires that the stormwater drawings and engineering calculations that are certified by Registered Professional Engineering Queensland in accordance with the relevant Brisbane Planning Scheme codes be submitted to council for approval?

Ryan

Yes I see that.

Susan Hedge

Yes it is.

# 29-4-25

**Ryan**

I think in this case condition 18 is dealing with upstream stormwater drainage. It requires, as is commonly the case, a detailed design to be prepared.

And I think in instances where it deals with stormwater and other properties and potential impacts on downstream properties, I think it's reasonable that Council would review that detailed design before it's implemented.

**Susan Hedge**

Review and approve?

**Ryan**

Review and approve, that's right.

**Susan Hedge**

Thank you. Turning to page 12, and yesterday I think you were in court when I indicated that the underlying sections right at the top of the page in timing for 18A should actually be in the timing of 18B.

**Ryan**

Yes. Do you remember that? I do remember that.

**Susan Hedge**

Alright. And is your view that that timing for 18b that is the implementation of the certified stormwater drawings that occur prior to council's notation on the plan of subdivision and after the approval of the drawings.

Is that a reasonable response to the planning scheme provisions that are relevant?

**Ryan**

Yes, I think it's a reasonable response. I think it adds, the addition adds some clarity to ensure that the approval is obtained prior to those works being carried out.

**Susan Hedge**

Thank you.

**24-4-25 "I don't think I can assist with that question. Its a matter of engineering design"**  
**Keiran Ryan**

I'm sorry, I don't think I can assist with that question because it's a matter of engineering design, which is outside my expertise.

**David Manteit**

Right, that's sort of, because there are other ones there, I don't want to bore you to tears, coefficient, you know, it's in the town plan. So, would you say that anything with a number from the town plan that you can't assist?

**Keiran Ryan "I can't assist. ..is a matter of engineering"**

No, I wouldn't say anything with a number I can't assist, but this section that you've taken me to is a matter of detailed engineering design that I can't assist with.

**David Manteit**

We're not reading it out, but have you ever known council to support lot-based stormwater detention facilities in a residential subdivision on, I will read it out a bit, on freehold lots at all in your experience? And if you have, could you give me the address?

**Ryan - "I don't recall examples where they did or didn't"**  
**Keiran Ryan**

I don't recall examples where they did or didn't, I'm sorry. I think anything, and so, as a town planner, we would normally defer these matters across to the development engineer when it comes to a development application, either assessing or lodging. So, I can't give you examples where they were, and I can't give you examples where they are not. I'm not trying to be unhelpful, but again, I think matters, particularly within this planning scheme policy, I think are largely matters outside my expertise.

**Ryan - "matters, particularly within this planning scheme policy, I think are largely matters outside my expertise"**

## Background

- Ryan admitted he has no knowledge of Brisbane Planning Scheme Policies.
- Ryan admitted that he has no knowledge with any roof or engineering matters.



## Information required

43) Why did **Freeman** and **Schrinner** choose Ryan to represent Council, who has no knowledge of Planning Scheme Policies and rainwater tanks?

44) Who instructed the hopeless Ryan? Was it **Schrinner** or **Freeman**?

44) Why did **Freeman** and **Schrinner** intentionally choose a planner who is so incapable, and hopeless?

Why did **Freeman** and **Schrinner** intentionally instruct Ryan to leave out (d) of S7.6.5? Any fool could spot that intentional error.

Did **Schrinner** and **Freeman** give Ryan instructions to be hopeless and drag out Court time? Was that the strategy of **Freeman** and **Schrinner**?

45) How much money did **Schrinner**, **Freeman** and Council pay Ryan, with ratepayers money?

46) Why did **Schrinner** and **Freeman** intentionally expose their own reputation and the reputation of Brisbane City, by paying money to an idiot such as Ryan, to represent Council and the City of Brisbane?

## 17. The forcing of my private RPEQ to potentially lose his licence

### Background

#### Schrinner and Freeman have caused my RPEQ to potentially lose his licence.

My RPEQ would have lost his licence if he designed to the DA approved Upstream and Onsite Drainage plans since they were flooded.

My RPEQ could not have designed anything else, other than the approved red lines, due to any design would not be generally in accordance with the line shown on the plan.

Any contravention of the DA approved drawings potentially made by our RPEQ in design or construction by our plumber of both those flooded Upstream Drainage and Onsite plans would have attracted fines of 4,500 demerit points and a fine of \$751,000 under S164 of the Planning Act 2016.

And the consequences of the change made it more difficult for easements, and the like. That would be a reason why a solution, even though it worked, would not be generally in accordance with the indicative line shown on the plan.

**Judge Williamson KC** - "a solution, even though it worked, would not be generally in accordance with the indicative line shown on that plan" 30-4-25

These comments crystalize the fact that I could not make any changes to the red lines whatsoever, lawful or not.

### Information required

100) **Schrinner** and **Freeman** are required to provide the reason for forcing my private RPEQ to potentially lose his licence for providing RPEQ drawings to Council after building the pipes that were flooded 1.2m under the Ashridge Rd Kerb.

101) **Schrinner** and **Freeman** are to provide **all documentation** pertaining to instructions to Hedge and McCabe including letters, emails, instruction.

# 18. Intentional withholding of Easement document

## Background

Manteit requested the easement document around 10/10/24 from the unlicensed Council employees. The document was only supplied to Manteit when forced by Judge Williamson KC to supply. The easement document as displayed by Corrigan in his flooded plans meant that no services could be provided to the block, hence making the block undevelopable.

QUEENSLAND LAND REGISTRY Land Title Act 1994, Land Act 1994 and Water Act 2000	SCHEDULE	Form 20 Version 2 Page 2 of 3
<div style="text-align: center;">Title Reference <span style="background-color: yellow;">to issue out of</span></div>		
<p>This is the Schedule referred to in the Form 9 Easement between [###] ('Grantor') and BRISBANE CITY COUNCIL ('Grantee'). The Grantor and Grantee DO HEREBY COVENANT AND AGREE with each other in the following terms:</p>		
<p><b>1. Definitions and Interpretation</b></p>		
<p>1.1. In this Easement, unless the context otherwise requires:</p>		
<p>(a) <b>Authorised Persons</b> means employees, officers, agents, contractors, subcontractors, licensees and other persons claiming by, through or under the Grantee.</p>		
<p>(b) <b>Easement</b> means this document (which includes the Form 9 and this Schedule).</p>		
<p>(c) <b>Obstructions</b> means buildings, fences, walls, structures, (whether of the class just mentioned or not) or pavings.</p>		
<p>(d) <b>Plant and Equipment</b> means vehicles, equipment, machinery, tools and materials.</p>		
<p>(e) <b>Relevant Works</b> means underground drains, pipes, conduits and channels for the passage or conveyance of Stormwater Drainage and all manholes, manhole chambers, inlets, equipment and fittings in connection with or for the accommodation of any adjoining or neighbouring property or otherwise in the execution of the Grantee's drainage powers.</p>		
<p>(f) <b>Servient Tenement</b> means the land described as such in Item 2 of the Form 9.</p>		
<p>(g) <b>Stormwater Drainage</b> means rain water and associated drainage and stormwater run-off flowing in concentration either intermittently or occasionally.</p>		
<p>(h) The expression 'the Grantee' shall include the successors of the Grantee.</p>		
<p>(i) The expression 'the Grantor' shall include the respective transferees and assigns of the Grantor and the registered proprietor, owner (and their respective successors, executors, administrators and assigns as the case may be) and the occupier for the time being of the Servient Tenement.</p>		
<p>(j) Words importing the singular number include the plural number and vice versa and words importing any gender include the other genders and words importing only persons include corporations and/or associations and/or bodies and vice versa in each respective case.</p>		
<p><b>2. Grant of Easement</b></p>		
<p>2.1. The Grantor hereby grants and transfers to the Grantee an easement for the full and free right and liberty at all times to enter upon the Servient Tenement to have, lay, construct and then forever use and maintain any such Relevant Works on, over, through or under the Servient Tenement as the Grantee considers appropriate as well as obtaining free and uninterrupted access to the Servient Tenement and any works or things located on or within the Servient Tenement.</p>		
<p><b>3. Rights of Grantee</b></p>		
<p>3.1. The Grantee and its Authorised Persons may, enter upon the Servient Tenement with full, free, uninterrupted access, right and liberty at all times:</p>		
<p>(a) for the purposes of installing any Relevant Works;</p>		
<p>(b) for the purposes of changing the size and number of, operating, inspecting, patrolling, altering, removing, replacing, reconstructing and/or repairing the Relevant Works;</p>		

## SCHEDULE

### Title Reference to issue out of

- (c) to enter upon and remain, pass and repass over, along and under the Servient Tenement or any part thereof with all Plant and Equipment considered necessary by the Grantee to undertake any Relevant Works;
- (d) to dig into, sink shafts in, erect scaffolding upon and to open and break up the soil of the Servient Tenement or any part thereof (including the subsurface and the surface) and to bring and place Plant and Equipment in and upon the Servient Tenement or any part thereof; and
- (e) to do such other incidental works and things through, across, in or under the Servient Tenement as the Grantee shall in its discretion think fit.

3.2. The Grantee will in exercising the Grantee's rights under clause 3.1 cause as little damage as possible. The Grantee will only be responsible or held liable for such damage or inconvenience to the owners, or occupiers for the time being, of any part of the land of which the Servient Tenement forms part or any subdivision thereof as may be caused or suffered by reason only of the neglect or default of the Grantee and its Authorised Persons.

3.3. For all or any of the above purposes, the Grantee and its Authorised Persons with or without Plant and Equipment, may have the right to use such land of the Grantor immediately adjacent to the Servient Tenement as may reasonably be required by the Grantee in connection with all or any of the said purposes.

#### 4. Grantor's obligations

4.1. Notwithstanding the generality of the foregoing, the following provisions shall apply:

- (a) the Grantor shall not:
  - (i) erect any Obstructions; or
  - (ii) erect, permit or suffer to remain any Obstructions on the land of the Grantor immediately adjacent to the Servient Tenement;

whereby the rights of the Grantee set out in this Easement are materially restricted or diminished unless and to the extent only that any such Obstructions are permitted in writing by the Grantee and only on such terms and conditions as the Grantee may impose or require in the event of such permission being granted.

- (b) In the event the Grantor acts or omits to act or suffers an act or omission in contravention of the provisions contained or implied in this Easement, the Grantee may if it chooses to in its absolute discretion, but is under no obligation to:
  - (i) demolish, remove or otherwise dispose of any Obstruction or thing whatsoever at any time on or in the Servient Tenement in contravention of the foregoing provisions; or
  - (ii) issue a notice in writing to the Grantor to rectify any breach of its obligations under this Easement by undertaking works including, but not limited to, the works detailed in item (i) above;

at the cost of the Grantor.

#### 5. Costs

- (a) The Grantor is responsible for the cost of complying with the Grantor's obligations set out above including where the Grantor acts or omits to act or suffers an act or omission in contravention of the provisions contained or implied in this Easement, and for the costs, charges and expenses of and incidental to the preparation, stamping and registration of this Easement.
- (b) The Grantee is responsible for the cost associated with the Rights of the Grantee as set out above and is not required to contribute to the cost of maintaining the surface level of the Servient Tenement.

2. Grant of Easement	<b>Council have right to access and at all times to Council ... to construct .. forever...such works</b>
2.1.	The Grantor hereby grants and transfers to the Grantee an easement for the full and free right and liberty at all times <u>to enter upon the Servient Tenement to have lay, construct and then forever use and maintain any such Relevant Works on over through or under the Servient Tenement</u> as the <u>Grantee considers appropriate</u> as well as obtaining free and uninterrupted access to the Servient Tenement and any works or things located on or within the Servient Tenement.
3. Rights of Grantee	
3.1.	The <u>Grantee</u> and its Authorised Persons may, <u>enter upon the Servient Tenement</u> with full, free, uninterrupted access, right and liberty at all times:

4. <b>Grantor's obligations</b>	
4.1.	Notwithstanding the generality of the foregoing, the following provisions shall apply:
(a)	the <u>Grantor shall not</u> :
(i)	<u>erect any Obstructions</u> ; or <b>Carport</b>
(ii)	erect, permit or suffer to remain any Obstructions on the land of the Grantor immediately adjacent to the Servient Tenement; <b>House - Corrigan stormwater is under the house pad</b>
whereby the rights of the Grantee set out in this Easement are materially restricted or diminished unless and to the extent only that any such Obstructions are permitted in writing by the Grantee and only on such terms and conditions <u>as the Grantee may impose</u> or require in the event of such permission being granted.	
(b)	In the event the Grantor acts or omits to act or suffers an act or omission in contravention of the provisions contained or implied in this Easement, the Grantee may if it chooses to in its absolute discretion, but is under no obligation to:
(i)	demolish, remove or otherwise dispose of any Obstruction or thing whatsoever at any time on or in the Servient Tenement in contravention of the foregoing provisions; or
(ii)	issue a <u>notice in writing to the Grantor to rectify any breach of its obligations under this Easement</u> by undertaking works including, but not limited to, <u>the works detailed in item (i) above</u> ;

**Judge Williamson KC**

**30-4-25**

Because suspect what we find is that as a matter of practice, or at least my experience many years ago, Mr. Monty, is that when a plan of subdivision is ready to be sealed, or on its way for sealing, the Council are provided with as constructor drawings and a plan of subdivision. And then at that stage, with the benefit of where the pipes are.

**David Manteit**

I live on one now. I live one metre away from the backyard. We put the..

**Judge Williamson KC**

.No, no, you're not listening to me. It's a matter of timing.

**David Manteit**

But the timing is, I need it now to run my next case, Your Honour. Am I going to be able to send an email tomorrow and say, give me the easement? Because I want to know if it's going to go this way, that way in my front yard. Please, where can I get that?

**Judge Williamson KC**

Because what I'm leading to is, the easement that would be granted in favour of council. I suspect it has long had standard conditions or standard terms of the easement and the actual location of the easement.

**David Manteit**

Fantastic, where are they since 1st of October? But those standard terms need to be adjusted to reflect. Exactly, that's why I need them now. I need that, it's in file, 1st of October, 28 questions. It's on the website, 28 questions.

I don't know what's in there. I can't design this project here if I don't have that standard before we change the standard. I don't know why we can't get that from city legal who was sitting here.

**Judge Williamson KC**

**30-4-25**

Because you understand the easement has two parts to it at least. you'd need to know where the underground.

**David Manteit**

It has the survey plan to be lodged, and it has the wording of the easement documented.

**Judge Williamson KC**

Okay. Please don't interrupt me.

**David Manteit**

Oh, you asked me a question, right?

**Judge Williamson KC**

No, I didn't. You said, do you know what that means? Oh, okay. Sorry. Strictly correct. Again, rhetorical. It has two... It has an easement document. An easement, grant of an easement, has integers to it. One of them is the location of the easement.

But here that's to go to the underground drainage and access over the drainage infrastructure provided for.



**David Manteit**

Mystery. Yeah

**30-4-25**

**Judge Williamson KC**

And you know why it's a mystery? Because you haven't designed it. Oh whoops.

**David Manteit**

But I can't design it unless I know what's in it Your Honour

**Judge Williamson KC**

No no you can because what the council have told you is there's an underground they want an easement in relation to your underground drainage, no less than 900 millimetres.

**David Manteit**

But Mr Corrigan says I've got to be driving over it twice. I don't know what it says. Is it this deep? Is it volumetric? Can you plant grass? Can you put concrete on top? I don't know. I don't know how I can incorporate that shoved up to a retaining wall. It says in section 4.7, it says you must look at the easement terms. That's the law, section 7.47. Look at the easement that's not contrary to the easement terms. I haven't got the easement terms. I don't know what's contrary.

**Judge Williamson KC**

Mr. Monty, you told me you're a developer, and you've developed other land which has been subdivided. As part of that experience, have you happened to come across easement documents from the council for drainage purposes?

**David Manteit**

I've got four easements one metre away from my breakfast table, which I have managed quite well by getting those documents in the past, but they don't seem to be forthcoming as of 1 October before any court cases. I can't design anything without that. And city legal, in the conditions, they're the ones that draw it up. They've got the responsibility. Why can't you send me down a standard easement to start? That's the way we do things. It's not my responsibility to draw it up, but there's no use getting to the subdivision. We go through this all over again. I'm sorry, we haven't got the easement. No, we're not. No, we're not. We don't know.

**Judge Williamson KC**

Just shh, quiet. This is what we're going to do. Where's Hedge? I have an idea, unorthodox as it might be, is it at all possible that your instructing solicitor could provide to Mr. Monty the standard terms of council's easements which involve underground drainage and access? bearing in mind that it would be standard terms. It's not intended to be final and subject to detail that is to follow in the form of survey plans and design detail.

**Susan Hedge**

I understand the question, I'll get some instructions

**Susan Hedge**

I understand the question, I'll get some instructions

**30-4-25**

**David Manteit**

which has corrupted our defence because we can't use it as a defence because we haven't got the information contrary to the easement terms. Can't use that as a defence. because we haven't got the easement. So we haven't been able to give a full case on zone of influence because section 747, it says, you must not do anything that's contrary to the easement terms. We cannot, we don't get the easement terms. So we can't argue our case on that. Are you still challenging condition seven or not? No.

**Judge Williamson KC**

So you're not challenging?

**David Manteit**

No. But I'm going to need it tomorrow to start the next case and the next application.

Well, I'm trying to get it for you as quickly as possible. And we're going to go through the same thing, wait nine months.

**Susan Hedge**


The answer is that we can provide it in standard terms only, not a people spoke document by close of business tomorrow.


In the Planning and Environment Court	No 2916/24
Held at: Brisbane	
Between: David Manteit	Appellant
And: Brisbane City Council	Respondent

AFFIDAVIT


David Manteit of 82 Rowe Tce Darra, developer, under oath/affirmation says –


1. I attach Exhibit "A" of correspondence. paginated 1-36


Signed:  Deponent

Taken by:  Justice of the Peace

Sworn and affirmed by David Manteit on 4/12/24 at Richmond in the presence of:

 Deponent

 KENNETH GEOFFREY FINNEY  
Justice of the Peace



AFFIDAVIT


David Manteit  
82 Rowe Tce Darra 4076  
0424 739 923  
davidmanteit@hotmail.com


Planning and Environment Court


Manteit V Brisbane City Council

Exhibit "A"

1. Email to Council 1/10/24  
2. Email to Council 10/10/24  
3. Email to Council 16/10/24  
4. Email to Council 25/10/24

Deponent: 

Justice of the Peace: 





12/2/24, 9:00 PM

128 AHRIDGE RD DARRA A 006565555 - david mantelt - Outlook

1/10/24 (2)

Outlook

128 AHRIDGE RD DARRA A 006565555

From: david mantelt &lt;davidmantelt@hotmail.com&gt;

Date: Tue 1/10/2024 6:00 PM

To: sandra.piper@brisbane.qld.gov.au &lt;sandra.piper@brisbane.qld.gov.au&gt;

Cc: tom.gibbs@brisbane.qld.gov.au &lt;tom.gibbs@brisbane.qld.gov.au&gt;; scott.ruhland@brisbane.qld.au &lt;scott.ruhland@brisbane.qld.au&gt;; lucy.ting@brisbane.qld.gov.au &lt;lucy.ting@brisbane.qld.gov.au&gt;

Dear Sirs

**7) Grant Easements**

Grant the following easement(s) as may be required:

(i) Easements, in favour of Brisbane City Council for:

- Underground drainage and access purposes (no less than 900mm wide) over the drainage infrastructure provided for the upstream lots to preserve the rights of upstream owners

Timing: As part of the plan of subdivision notated by Council, and then to be maintained.

**7(a) Submit Plan of Subdivision and Documentation (Council Easement in Gross)**

Submit to, and obtain approval from, Development Services a plan of subdivision showing the easement and a request for Council to prepare the necessary easement documentation to demonstrate compliance with the requirements of this condition.

Note: Easements in favour of the Brisbane City Council must have the necessary easement documentation prepared by the Brisbane City Council, free of cost to Council.

Timing: Prior to submission of the request pursuant to Schedule 18 of the Planning Regulation 2017 for Council's notation on the plan of subdivision necessary to comply with this condition or give effect to this approval.

**7(b) Submit Plan of Subdivision and Documentation (other Easement)****What other easement? BC incon**

Submit to, and obtain approval from, Development Services, a plan of subdivision showing the easement and the necessary easement documentation to demonstrate compliance with the requirements of this condition.

Note: Easements not in favour of the Brisbane City Council must have the necessary documentation prepared by the applicant's private solicitors.

I request that BCC respond to my request to the following in relation to S 7 of the approval dated 25-9-24 (not yet received by me from an assessment manager).

Council never gave myself, as applicant, an information request requiring myself as applicant to design a stormwater pipe. Council has taken it upon themselves to provide a half baked red line on a plan of subdivision, without any details. You designed it. I did not.

Council did not provide this plan as prepared by them prior to final approval.

I contend that is laziness and incompetence by the Council.

This action has reduced and eliminated the time afforded by the applicant to respond with the timely analysis and response by private RPEQ consultants.

The Council has already defaulted in not providing the decision on or prior to 35 business days. You had all this time but still couldn't be bothered to provide an information request. A monetary compensation will be vigorously pursued by myself in the coming days.

The Planning Court will see BCC actions as lazy and incompetent.

My initial assessment of the BCC designed stormwater plan is that -

- Council stormwater plan does not work, for many reasons. This shall be revealed after you provide answers to the following questions.
- There are no "upstream lots" or "upstream owners" to the subject site. In addition, there is no terms in the City Plan 2014 of these descriptions.

Council have invented and designed the stormwater pipe and prepared the plan themselves, so the onus is on BCC to provide answers to the following questions.

I request BCC provide the answers by 12pm, tomorrow, 2-10-24

Time is of the essence, as per the Planning Act 2016, and the Planning and Environment Court.

**Easement document.**

- 1) Please provide proposed **surface levels and invert levels** of the 225mm stormwater pipe.

about:blank

1/6

3

12/2/24, 9:00 PM

128 AHRIDGE RD DARRA A 0061 i65555 - david mantell - Outlook

2) Please provide **cover distance above, below, left and right** of the 225 stormwater pipe. Note any requirements below that may affect this cover distance.

3) Is there restriction for **other stormwater pipes**, besides the BCC pipe, such as house stormwater pipes. If there are no restrictions

4) Is there restrictions in the easement document for **other services** such as NBN, power, water supply copper pipes.

5) Is there restriction for **existing retaining wall above ground** as to the component inside the boundary.

6) Is there restriction for **existing retaining retaining wall footings below ground** as to the component inside the boundary.

7) Is there restriction for any **future retaining wall** above ground as to the component inside the boundary.

8) Is there restriction for around 300mm **drainage gravel** required by retaining wall engineered design.

9) Is there restriction for a **fence above retaining wall** in relation to that part inside the boundary

10) Is there a restriction for **vegetation** to be planted in the easement.

11) Is there a restriction for a **concrete slab pathway** in the easement. Note that the design for this may not be possible as it would be regarded as a floating slab for engineering purposes.

12) Is there a requirement in the easement for good **maintenance** by BCC or the owner.

13) What hours of the day can BCC **inspect** their easement.

14) What is the proposed **type of surface** of the easement. This needs to be impermeous.

15) Please provide **engineered drawings** for the top impermeous surface of the easement.

- Please advise how **thick** this surface would be.
- Please provide what **material** the surface is. If this is proposed to be concrete, please provide what MPA.
- Please provide what size **mesh** to be used, if one or two layers, F62 or F72.
- Design of **spoon drain** to carry water away from the impermeous surface and legal point of discharge for the impermeous surface.

16) Please provide **depth of spoon drain**.

- Please provide minimum **slope** of impermeous surface both in direction of travel and across.

Please provide crosssection of the above, for clarity. This information affects surface levels and invert levels.

17) Please provide any **restrictions** of the easement in any way, shape or form.

18) Please provide any other requirements of any restriction.

19) Is there a **guarantee** that the Council will repair a broken stormwater pipe that could cause water under the house slab, cracking of the house slab, and perhaps an inhabitable house.

20) Does the easement document provide for solutions under the **Queensland Development Code**.

21) Can the easement be used by the occupant for **fire escape purposes** as part of a fire safety management plan.

22) Is a fence required for the easement.

23) Can a carport without footings in the easement be built over stormwater easement.

24) Does the easement allow for a toe footing as per BCC standard footings design.

25) Is a stormwater maintenance hole required. This will affect invert level heights.

26) Does the easement restrict distances to retaining walls and houses. See Queensland Development Code example.

4

12/2/24, 9:00 PM 128 AHRIDGE RD DARRA A 006565555 - david manteit - Outlook

Class 1 or 10 building or structure

Retaining wall

Boundary fence

Footing

Bored pile or pier

Original surface level

600mm

Sewer, stormwater drain or combined sanitary drain

Excavation cannot occur within the area around the infrastructure

27) Please respond as to what "other easement" means. Is this BCC incompetence ?

The above list is not an exhaustive list. There will be more questions.

If you refuse to respond to these questions on "YOUR DESIGNED RED LINE" then I encourage the court to consider this action and to take into account any costs of the case.

It is stated in the approval that Council will prepare the easement document. This is your responsibility, not mine.

Please provide by 5pm today responses to the above questions and the following -

- wording and
- all plan view and
- cross sections front, back, left, right that take onto account all of the above.

**Assessment Manager**

Please advise who the assessment manager for Planning Act definition , S60 purposes is for the application. There was a person today on the phone whi states his name as Joel wake who said he is the assessment manager but on the only correspondence provided by him on 26-9-24 it says he is a Senior Urban Planner.

On Development f it says he is a development officer. I have previously this question in writing many times who is the Planning Act assessment manager. No response from BCC so far. This may affect the interest charges to BCC coming shortly.

It is best you appoint another person for your phone calls, instead of someone who ducks and weaves, emotionally unstable in my opinion. He refuses to answer any questions whatsoever, harrases the applicant without myself calling him. An intelligent, experienced person does not act like this way.

**Above – 26 questions on the easement sent to 7 Council employees on 1/10/25. Never responded to Manteit.**

## Information required from Schrinner, Freeman and Council

- 19) Why did **Schrinner** and **Freeman** refuse to supply Manteit with the easement document, requested around 10/10/24 (as filed) from the Council employees?
- 20) Why did **Schrinner**, **Freeman** and Council refuse to supply this document until they were forced by Judge Williamson KC on 30-4-25?
- 22) Why did **Schrinner**, **Freeman** and Council stop all services from being provided on the block, thereby preventing Manteit's ability to seal the subdivision plan?

## 19. Letter to Freeman and Schrinner 20-10-25.

### Table 1 - List of laws allegedly broken in the past by -

- Unlicensed Council employees 7-10 persons
- Licensed Council employees Blake and Ting
- Council instructed witness Andrew Corrigan (that you relied on)
- Forcing of Applicant's RPEQ and plumber to lose their licence and receive fines of \$751,000.
- Trespass into rear neighbour's properties by construction of hydraulic pipes.

**Table 1 - list of laws broken as per letter to Schrinner and Freeman 20-10-25**

<b>Acceptable Outcomes</b>	
<b>AO11</b>	<b>Numerous</b>
<b>Performance Outcomes</b>	
<b>PO2</b>	<b>Numerous</b>
<b>PO3</b>	<b>Numerous</b>
<b>P11</b>	<b>Numerous</b>
<b>Planning Scheme Policies</b>	
PSP S7.6.3.1 (1) 30 L/s	10+
PSP S7.6.3.1 (2) 30 Max L/s inc external catchment	10+
PSP S7.6.1 (1)	10+
PSP S7.6.1 (2)	10+
PSP S7.6.5	14+
S 7.6.2 (3)	4+
PSP S 7.3.3.1 - Fraction impervious	8+
PSP S7.5.3.6 - Rainwater tanks not allowed	8+
PSP S7.6.2 - 400mm from low side of kerb	8+
<b>Tables</b>	
Table 7.2.2.23A - Coefficient of discharge	4+
Table 4.5.1 QUDM	4+
Table 7.2.2.3 B - Level III	4+
<b>Brisbane Standard Drawings</b>	
BSD 8111	12+

BSD 8113	12+
BSD 8091 - stormwater pits	2+
BSD 8114 - kerb adaptor	4+
<b>Newtons law of gravity</b>	16+
<b>Laws punishable by possible imprisonment</b>	
S 115 (1) of the Professional Engineers Act 2002	24+
Schedule 2 of the Professional Engineers Act 2002	24+
S15 (1) of the CCC Act 2002	20+
<b>Queensland laws</b>	
S163 Planning Act 2016, 4500 penalty units \$751,000	30+
S164 Planning Act 2016, 4500 penalty units \$751,000	30+
<b>Trespass</b>	3+

## Information required

Why have all these laws been broken by Council employees and Freeman unstructured witnesses?

Freeman, Schrinner and Beau Walker refuse to respond to the request. Around \$700 was paid on 20-10-25 to Council.

Why do Freeman and Schrinner continue to thwart any attempts to hide their contempt of Court.



## 20. Use of fake fill conditions by Freeman and Schrinner

### Background

**Schrinner** and **Freeman** or your unlicensed Council employees initially instructed licenced and unlicensed Council employees (with no RPEQ licence) to insert illegal non-RPEQ certified Civil engineering fill conditions in Conditions 12, 17 and 18, in the approval dated 25/9/24. Another alleged sham.

**Schrinner** and **Freeman** had 4 months to fix up the alleged fill sham.

Schrinner and Freeman changed conditions in the Notice of disputed reasons dated 31-1-25.

**Freeman** and **Schrinner** and the unlicensed Council employees were caught out.

Hedge tried to con Judge Williamson KC on 24-4-5 to state that the fill conditions were removed since they were unnecessary, simply because the fill conditions were not required due to Condition 18

**Hedge** deceptively failed to mention that Council removed fill conditions from Condition 17 - Onsite drainage.

The top of Lot 2 is AHD 37.00

The lawful point of discharge at the kerb is 35.080.

That is a drop of around two metres.

Hedge knew this was an intentional error by 7 unlicensed Council engineers.

Freeman and Schrinner knew this was an intentional error. They chose to waste 4 months of court time and Manteit lost holding costs and profit.

#### 24-4-25 Susan Hedge fill con

SUSAN HEDGE

And then the other... Yeah, so condition 12 might be what Your Honour was thinking about. It's about filling and excavation. Yep. And 12A is submit earthworks drawings prepared by an RPEQ.

Submit to and obtain approval from Development Services Earthworks Drawings. But the Council has actually conceded in its position statement that that condition can be deleted.

Condition 12. Because the purpose of that condition was that to achieve the stormwater outcome, you might need to do some filling.

JUDGE WILLIAMSON

Change the topography.

SUSAN HEDGE

And so there's no need for the condition. If you're required to do the stormwater outcome, then you're required to do the stormwater outcome no matter what. And so, Mr. Corrigan's solution that he says would work does involve a little bit of filling, but less than one metre.

JUDGE WILLIAMSON

Yep.

**Hedge - "and there's no need for the fill condition"**



## Information required

**Freeman, Schrinner** and Council to supply all correspondence between Freeman, Schrinner Council and Hedge for the whole court case 2916/24, including any instructions given by them to remove condition 12, fill conditions from condition 17 and condition 18.

**Freeman, Schrinner** and Council to provide the reasons for wasting court time and Manteit holding costs and lost profit for 4 months partially due to the non-disclosure of fake fill conditions.

## 21. Susan Hedge and Sara McCabe intentionally placed a fake name on court order 12-12-24

M. W. Ry

In the Planning and Environment Court  
Held at Brisbane

PLANNING AND ENVIRONMENT COURT  
QUEENSLAND

12 DEC 2024  
FILED  
BRISBANE

Between: **DAVID MANEFT** Appellant  
**MANEFT** Respondent  
**BRISBANE CITY COUNCIL**

Amended pursuant to Order of  
Williamson DCJ KC dated  
15 February 2025

ORDER

Before: His Honour Judge Williamson KC

Date of Hearing: 12 December 2024

Date of Order: 12 December 2024

UPON THE COURT BEING SATISFIED THAT there has been substantial compliance with the provisions of the *Planning Act 2016* with respect to service of the Notice of Appeal.

IT IS ORDERED THAT:

- The disputed conditions are conditions 7, 12, 17, 18 and 24 of the Respondent's conditions package dated 25 September 2024 and associated notations in red on the Plan of Subdivision Drawing Number SK01 and amended in red by Council on 20 September 2024 (**Disputed Conditions**).
- By 31 January 2025, the Respondent is to file and serve a particularised list of reasons why the Disputed Conditions ought to be imposed, or any alternative conditions proposed by the Respondent in place of the Disputed Conditions.
- ~~By 7 February 2025, each party shall deliver a list specifying the name, field of expertise and contact details for each expert that party proposes to call to give evidence at the hearing of the Appeal.~~

3. The appeal be listed for review on 12 February 2025. *before Judge Williamson KC.*

Filed on: 12 December 2024

Filed by: City Legal – Brisbane City Council

Service address: Level 20, 266 George Street

ORDER  
Filed on behalf of the Respondent  
Form PEC-07

CITY LEGAL  
Level 20, 266 George Street  
BRISBANE QLD 4000  
Telephone: (07) 3178 5581  
Facsimile: (07) 3334 0058  
Email: sarah.mccabe2@brisbane.qld.gov.au

## 27-1-25 Sara McCabe and Hedge contempt Page 4 of 36

I request a response to myself from City Legal why all these incorrect statements were made, and the reasons why these statements were made, being incorrect.

Please advise why Sara McCabe has not requested to anyone including the Planning Court to take corrective action to correct the Court Order 12/12/24 appellant name.

Please advise how long you insist on defaming my name and the good name of the Judge and the Registrar.

Sara McCabe was informed of this error by myself on 22/1/25, but still refuses to acknowledge the error, or request the court to take corrective action.

Sara McCabe is an officer of the Court and has a duty to inform the Court of errors as soon as possible.

Why has Sara McCabe refused to acknowledge this mistake, after 46 days?

**David Manteit**

## 12-2-25

Your Honour, you were holding a typo on the 12th of December. My name is spelled wrong. We've left the other side now, I bet you. There's no slip rule. 60 days. My name's being defamed. It's in the family tree now. We changed the name in 1879.

**Judge Williamson KC**

So where is it spelled incorrectly? My name. Where?

**Susan Hedge**

I can assist Your Honour. On Your Honour's order from 12 December 2024, in that order Mr Manteit's name is spelled incorrectly. Two or three letters are in the wrong order just by typographical error. That's the issue that he's raising with you.

**Judge Williamson KC**

Okay, well we can fix that.

**David Manteit**

Well, I would have had an order for Mr McCabe to write an affidavit as to the reasons because we've given that information to her two weeks ago. There's still no response.

**Judge Williamson KC**

If it's spelled incorrectly, we can quickly deal with it. Is that in the court header? Yes. Can the draft orders include a further order that the court header is amended to say that Mr. Manteit's name is spelled correctly.

**Susan Hedge**

## Background

On 12-12-24, Hedge handed Judge Williamson KC a fake document, prepared by McCabe, being a request for court orders. This was a proposed court order by Hedge and McCabe, with the Appellant's name spelt incorrectly.

Manteit requested Sara McCabe in writing 3 times to fix this intentional error , otherwise I would consider referring the act to His Honour as being in contempt of court.

McCabe refused to respond.

Manteit even filed a court document on 27-1-25 stating that he has informed McCabe that this should be fixed up or else it would be considered contempt of court.

McCabe still refused to act.

Manteit was forced to notify Judge Williamson KC on 12-2-25 that -

**Hedge lied to Judge Williamson KC at the hearing on 12-2-25 and advised His Honour “just by typographical error.”**

The act by McCabe and Hedge can only be deemed contempt of court and interference with an appellant to run his case, and in addition defamatory.

## 22. Thwarting and prejudicing of the case by Freeman and Schrinner

**12-2-25 Judge Williamson KC - "you give the Council all the material you want to rely upon a trial, and then I'm going to ask the Council to do the same in return and then we are going to trial."**

**Judge Williamson KC**

I do mind. You've had plenty of opportunity. It's my turn. Sorry. This is what I'm going to do. I'm going to order the matters case managed by me. There are not going to be any joint meetings. What we're going to do is, we're going to do this old school.

There's going to be an exchange of material. So Mr. Manteit, you bear the onus, you give the council all the material, you want to rely upon a trial, and then I'm going to ask the council to do the same in return. and then we are going to trial.

And do we have the trial calendar here? Have you got your diary there Ms Hedge?

### Background

Judge Williamson KC stated on 12-2-25 to Manteit -

"you give the council all the material you want to rely upon a trial, and then I'm going to ask the council to do the same in return and then we are going to trial"

The problem is that **Freeman** and **Schrinner** filed every document in contempt of Court, being later than 22-4-25.

It is alleged that **Freeman** and **Schrinner** instructed Hedge to lie many times.

**It is alleged that Freeman and Schrinner** intentionally waited until the trial to change condition 17 and 18 and timing of engineering submissions until the day of the trial to hide -

- The Council employee alleged corruption
- Their own reputation

However, all they achieved was allegedly wasting further ratepayers money by

- instructing the incompetent and allegedly fraudulent Corrigan and the
- incompetent and allegedly fraudulent Ryan
- Instructing the allegedly fraudulent Hedge

It is alleged that Freeman and Schrinner have intentionally prejudiced and thwarted Manteit's ability to prosecute the case.

It is alleged that Freeman and Schrinner have intentionally used incompetent witnesses to drag out court time.

### **This is a public interest litigation**

Judge Williamson KC made it known (twice) that the case is a matter of public interest litigation.

**JUDGE WILLIAMSON**

**24-4-25**

Given this is public interest litigation, public interest litigation, my inclination is to let the material in and we deal with it. And what I mean by that is...

Page 1 of 219

David Manteit  
128 Ashridge Rd  
Darra 4076  
davidmanteit@hotmail.com

20-10-25

Dr Kerry Freeman  
The Chief Executive Officer  
Lord Mayor Adrian Schrinner  
Brisbane City Council  
266 George St  
Brisbane 4000.

Delivered and  
mailed 20-10-25

cc. Crime and Corruption Commission

Dear Dr Freeman/Lord Mayor Schrinner

128 Ashridge Rd Darra A006565555 - 2916/24

**This case is a matter of public interest - Judge Williamson KC**

JUDGE WILLIAMSON

24-4-25

Given this is public interest litigation, public interest litigation, my inclination is to let the material in and we deal with it. And what I mean by that is...

1) Request for **written advice** by Brisbane City Council prior to instructing RPEQ engineers to prepare civil and hydraulic plans for Council approval, as per Condition 17 and Condition 7. Response from you required by 31/10/25.

2) This report provides further **clarification of matters** of interest and responses regarding your alleged corrupted and licenced and unlicenced Council employees ("The Council employees") corruption, that have come to light, up to 5/8/25, being the last court date. The findings in this letter and your responses will be referred to the Crime and Corruption Commission. Transcripts of all hearings are now in my possession.

3) **Statement to Lord Mayor Adrian Schrinner** ("Schrinner") and CEO Dr Kerry Freeman ("Freeman") or "You"

David Manteit states that it is not possible to provide "Upstream Drainage" as required under Condition 17, to the rear lots 97, 99, 99 without the breaking of certain laws, being the list of laws broken, in Table 1, that your or your unlicenced