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19-11-25

Dr Kerrie Freeman  
CEO  
Brisbane City Council  
GPO Box 1434  
Brisbane Qld 4001  
Delivery by email and registered post.

Dear Dr Freeman

**128 Ashridge Rd Darra 2916/24 A006565555 Information Request**

- 1) I require you to provide information as requested in this letter by 26-11-25, in advance of the Contempt of Court application of which you are named as a defendant. This letter is to be considered the last, full and final advance warning of the contempt of court case against you.
- 2) I require you to provide a response to any **allegations made** where your name is mentioned in this letter and Council is mentioned, since you run the Council business, and have instructed Hedge, McCabe, Corrigan and Ryan. You are ultimately responsible for the actions of not only your employees but the actions of persons you pay for on behalf of the Brisbane residents.
- 3) You are now in the business of concocting flooded plans. You have become the expert in flooded hydraulic plans. Every hydraulic plan you instruct turns in to a flood for the residents of Darra. This has to stop.
- 4) You are **oblivious** to not only your employees illegal actions, but allegedly your own legal representatives and allegedly now your witnesses, who have broken many laws or proposed the breaking of many laws. This has spilled over to all persons you instruct, or come in contact with, as your web gets wider. This has to stop, for the sake of the residents of Brisbane.

You initial attempts to hide the alleged illegal acts of unlicenced Council employees has rippled through to anyone you are involved with, in this case. The web gets wider. The longer you persist, the deeper your grave you are digging, on behalf of

the residents of Brisbane.

This now has ramifications for every Brisbane homeowner who need to make a statement to purchasers that there is no unlawful approved pipes on their property. Especially by unlicenced council employees. Every person in Queensland must be made aware of your actions. They may not be able to sell their house. Every building industry association such as the Master Builders must be made aware.

A new book is coming out soon, published by me, to that effect. The story is just beginning. Names cannot be removed from that story. That time has passes.

It is now time for you to halt your alleged dishonesty.

Much of this information has been requested to RTI on 17-1-25. A copy of that letter is attached. As CEO you would have read that RTI request.

**5) This request for information and response is to be read in conjunction with -**

- Letter of 20/10/25 delivered and emailed to Schrinner and Freeman on 20-10-25.
- All court files pertaining to Manteit V Brisbane City Council 2916/24
- RTI 41 pages supplied by Brisbane City Council.
- Town Planning Application AOO6565555, approved
- Affidavit of Corrigan
- Affidavit of Ryan.

The names “Dr Kerrie Freeman”, “Lord Mayor Adrian Schrinner”. “Susan Hedge” “Sara McCabe” and “Brisbane City Council” have been abbreviated to Freeman, Schrinner, Hedge, McCabe and Council for ease of reading.

6) Your alleged charades must be stopped now, in order to stop any more alleged obvious further charades and wasting hundreds of thousands of ratepayers money to allegedly protect your own interest. This will only get worse for you, as there will be more court cases to come.

Judge Williamson KC has stated twice, “this litigation is a public interest matter”

The residents of Brisbane have had a gutful of your alleged criminal actions.

7) I note that you have intentionally chosen not to respond to my letter of 20-10-25. I shall be filing court documents soon for **specific performance orders** against you, Schrinner and Council. This all adds to the web of alleged deceipt.

8) Take this as your last warning of the imminent Contempt of Court application in the Planning Court. You are personally named as a defendant.

I intend to seek an order for 2 year imprisonment against you, for Contempt of Court. It would not be appropriate for you to appoint Hedge or McCabe or City Legal due to conflict of interest. I will object to the Planning Court if you propose to have them represent you.

I am staying of a referral to the DPP at this stage since it may be considered doubling up of resources.

9) In addition to alleged employee corruption allegations, it is alleged that you instructed Council employees to design, engineer and approve 4 flooded hydraulic plans, both shown in the Brisbane City Council RTI report and the DA approval.

10) It is alleged that you have chosen to hide the breaking of Council laws and Brisbane Planning Scheme Policies by the said unlicensed council employees and witnesses –

- Council Brisbane Planning Scheme Codes
- Brisbane Planning Scheme Policies
- Trespass
- Laws of gravity
- Queensland Urban Utilities Manual

in order to protect their jobs and reputations and to protect your own job and reputation.

11) It is alleged that you intentionally proceeded to **file all court files to be relied upon for the trial 2916/24 in contempt of court** outside the order date, so as to thwart and prejudice the prosecution by Manteit of his case. This is contempt of court. You even signed and filed two of your own affidavits on 24-4-25, in contempt of court.

12) It is alleged that you 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?

13) It is alleged that you knew the original date to filed was 21-4-25, but due to Easter, this would have brought the date for filing back to business day of 18-4-25.

14) It is alleged that you have filed all material to be relied upon for the trial in contempt of court.

15) It is alleged that you 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.

You allegedly chose the dumbest barrister in Australia, instead of an intelligent barrister, since no other barrister would have lied to the Planning Court every time they represented Brisbane City Council or be be that stupid not know that a pipe is flooded below the kerb, or support the hundreds of alleged incompetent and fraudulent statements by Corrigan and Ryan.

The alleged forcing of witnesses to change their position and hide “a major factor in this case” is a major concern to any Court or DPP.

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**.

You **intentionally withheld that information from the Court for 7 months**. That is contempt of Court.

Your witness Corrigan and Ryan, private engineer Civil Works, and Manteit **agree that your unlicenced Council employee plan is flooded in depth 1.2m below the kerb and illegal velocity 76 L/s at the kerb**. That is Contempt of Court.

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

Why are your Council employees that incompetent that they are incapable of reading the **survey plan provided in the DA application on 12-7-24**, indicating their own plan flooded by 1.2m?

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

16) It is alleged that you 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. That is alleged contempt of court.

17) It is alleged that you chose the **dumbest barrister in Australia** to be used as cannon fodder and collateral damage. No other barrister would be that stupid.

You knew that Hedge solemnly sworn to other courts that she loses her emails and memory. “does not now remember”, “has no recollection of her emails”.”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.

How in god’s name can you justify wasting ratepayer’s money on this lying fool to represent the ratepayers of Brisbane? As I said, the only reason would be for cannon fodder. Sara McCabe is the alleged accomplice and is therefore implicated as well.

#### Susan Hedge memory loss affidavit

18) It is alleged that you deliberately attempted to avoid any contest of arguments of the proven flooded Upstream Drainage and Onsite Drainage plans until the day of the trial, to **avoid corruption charges against the unlicenced Council employees, yourself and Schrinner. This is alleged contempt of court.**

19) It is alleged that you deliberately attempted to avoid any contest of arguments of the flooded Upstream Drainage and Onsite Drainage plans until the day of the trial, to **avoid corruption charges against your employees, you and Schrinner. This is alleged contempt of court.**

20) It is alleged that you 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 Keiran report, when an entirely different position was lodged in Court in as little as one hour later. This is alleged contempt of Court.

21) It is alleged that you 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. This is alleged contempt of court.

22) It is alleged that you deliberately instructed Hedge to lie in Court on 24-4-25 by stating that the Council position for the timing of the **submission of engineer plans**, after construction of the pipes. was as of 31-1-25, when entirely different position was filed in Court in as little as one hour later. This is alleged contempt of court.

23) It is alleged that you 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 you and Hedge. This is alleged contempt of court.

24) It is alleged that you deliberately instructed Hedge **not to table Document 49 to Judge Williamson KC on the opening day of the trial**. You did this in order to deflect that fact that Document 49 was filed in contempt of Court. The alleged hiding by you goes on and on and on.

25) It is alleged that you 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, **and therefore 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.**

Hedge had no response to the statement by Judge Williamson KC. The charade by

Hedge and yourself to claim a red hydraulic line can go anywhere must stop immediately. Any statements by Hedge or you that the approved red lines, or any other red lines can be designed by a private or in fact any RPEQ must stop immediately. My RPEQ will lose his licence.

26) It is alleged that you **filed your own 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.

27) It is alleged that you filed false **Contours 2019** in your S232 certificate, to assess the case, which is not Council law and you attempted to fool Judge Williamson KC and the court, with this intended action. This is contempt of court.

28) It is alleged that you instructed Corrigan to use **Contours 2019** to asses the case, to fool the court. This is alleged contempt of court.

Your incompetence is astounding when your own laws pertaining to Contours 2002 were displayed in your own certificate. In additon, **Contours 2002 are displayed on your own website**, City Plan 2014 and are used by thousands each day.

In addition, **your own letter to myself dated 15-11-25**, letter proves that you have supplied the the lawful contours for assessment is Contours 2002.

29) It is alleged that you intentionally instructed Andrew Corrigan to concoct **another 4 flooded plans, to fool the court**.

**You have used the ratepayers money to pay for 8 flooded plans to date.**

30) It is alleged that you intentionally instructed Andrew Corrigan to place around **150 errors in his report** to fool the court. You got the dumbest engineer in Queensland, as more cannon fodder. This is alleged contempt of Court.

31) It is alleged that you intentionally instructed Andrew Corrigan to base his **engineering on fake level II drainage**, to fool the court.

32) It is alleged that you intentionally instructed Andrew Corrigan to boast his **use of two zeros**, when this idiot used different decimal places all over the place in his report. This is alleged contempt of court to fool Judge Williamson KC.

33) It is alleged that you intentionally instructed Andrew Corrigan to base his engineering on **half houses**, to fool the court. This is alleged contempt of court.

34) It is alleged that you 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.

35) It is alleged that you 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.

36) It is alleged that you intentionally instructed Andrew Corrigan to base his engineering on **illegal rainwater tanks**, to fool the court. This is alleged contempt of court.

37) It is alleged that you **hid 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.

38) It is alleged that you instructed Keiran Ryan to state that he had no knowledge of Brisbane Planning Scheme Policies, in order to fool the Court.(transcript).

39) It is alleged that you instructed Keiran Ryan to state words in court to the effect that **he had no engineering ability whatsoever**, to fool the court (transcript)

40) It is alleged that you instructed **Keiran Ryan to change his witness statement in Court**, to that of supporting submitting the engineer plans after construction, instead of in his report, which supported engineer plans being submitted before construction.(transcript), since that would have admitted another mistake prior to the trial. This is further alledged dishonesty and deception by you and Hedge. This is alleged contempt of court.

41) 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 applicatons. This is alleged contempt of court.

You 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.**

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 your own lying barrister, Hedge, this was a major factor in the case.

42) It is not contended by any person that you have intentionally hidden a significant issue in this case, for 7 months.

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 case**

Judge Williamson KC

**Yes Judge Williamson KC - "Yes"**

43) It is alleged that you knew about your 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 your “mistake”.

It is alleged that you instructed Hedge to lie to Judge Williamson KC on 24-4-25 many times, including that Council’s position for submission of the engineers plan was after construction of the pipes, as per Keiran’s report. (transcript).

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

This is alleged contempt of court.

44) It alleged that you instructed Hedge to blatantly lie to Judge Williamson KC on 24-4-25, by stating that “**its in the report of Keiran Ryan**”, 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.

**45) It is alleged that you knew of your major mistake since 25-9-24. This is alleged contempt of court.**

**46) It is alleged that you have intentionally 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. This is alleged contempt of court.

**47) 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.**

**48) 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.**

49) It is alleged that you knew that you **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 contempt of court.

50) It is alleged that you 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.

51) 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.

52) It is alleged that you instructed Corrigan to **place fake easements in Lot 2** to stop any services being provided and the development of that lot. You 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 contempt of court.

53) It is alleged that you instructed Corrigan to place **illegal pipes in 3 neighbours yards**, causing trespass and prosecution and to fool Judge Williamson KC and the court. This is contempt of court.

54) It is alleged that you instructed Corrigan to build **two fake houses** on Lot 2, to fool Judge Williamson KC and the court. This is contempt of court.

55) 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 contempt of court.**

### **Where do you find these dumb people?**

56) It 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 contempt of court.

57) 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. This is alleged contempt of court.**

58) It is alleged that you knowingly spent ratepayers money on incompetent witnesses.

59) It is alleged that you could not now support the Corrigan report, but you have, in the past.

60) It is alleged that you could not now support the Ryan report, but you have, in the past.

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

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

63) It is alleged that you instructed Hedge to lie to Judge Williamson KC, 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 alleged contempt of court.

64) It is alleged that you instructed Hedge to lie to Judge Williamson KC 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.

65) It is alleged that you instructed Hedge to be silent, under all circumstances, even when **Judge Williamson advised 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.

66) Your position of CEO is allegedly untenable and will be argued as such in the contempt of court application and at the Contempt of Court trial.

67) You have allegedly attempted to invite the causing of **loss of RPEQ licence** of my and any private RPEQ. This is alleged contempt of court.

68) It is alleged that you instructed Hedge to make the statement **“Can I just put all the cards on the table to assist, Your Honour?”** to Judge Williamson KC, in the hearing on 24-4-25, only 5 minutes before the hearing finished. This statement is allegedly an acknowledgement that Hedge lied for 7 months, to judge Williamson KC.

69) It is alleged that you instructed Hedge to make the statement “**that won’t work**” and “**then that will not work**”. You have intentionally hidden to the court of the flooding of the red lines for 7 months. That is contempt of court.

70) These are the various documents below that require information and/or response, from you, with the following headings -

1. Right to Information document supplied by Brisbane City Council Court document 27 .....	4
2. DA approved plan 25/9/24 A06565555 .....	8
3. Notice of disputed reasons dated 31-1-25, filed.....	12
4. Court hearing 24-4-25 hiding by Hedge of change to conditions.....	14
5. Hearing 24-4-25 Hiding by Hedge of change to condition 17 .....	18
6. Susan Hedge further lies to Judge Williamson KC and the Court on 24-4-25.....	20
7. Council’s change in timing of Condition 18 – applicant RPEQ to submit engineering drawings.....	25
8. Forcing of witnesses by Susan Hedge to change their witness statement re timing of the engineer submissions.....	30
9. Affidavit 49 – opening day of the trial 28-4-25.....	36
10. Can I just put all the cards on the table, to assist, Your Honour.....	39
11. Hedge requiring pipe to go straight through the middle of the lot .....	42
12. Judge Williamson KC – request for Council material to be filed.....	46
13. Freeman S232 certificate - contempt of Court.....	48
14. Costs incurred by Council for the case 2916/24.....	54
15. Corrigan report.....	55

16. Ryan report.....	64
17. Forcing of my engineer to lose his licence.....	69
18. Intentional withholding of Easement document.....	70
19. Laws allegedly broken.....	77
20. Use of fake fill conditions by Freeman and Schrinner.....	82
21. Susan Hedge and Sara McCabe intentionally placed a fake name on court order 12-12-24.....	84
22. Thwarting and prejudicing of the case by Freeman and Schrinner.....	87

## Minimum information required generally

- All correspondence between Freeman, Schrinner, to Susan Hedge and Sara McCabe in relation to the court case, Manteit V Brisbane City Council 2916/24, including any instructions as to Susan Hedge and Sara McCabe as to any statements they made in Court to Judge Williamson KC.
- All correspondence between Freeman, Schrinner, Hedge and McCabe to Andrew Corrigan in relation to the court case, Manteit V Brisbane City Council 2916/24, including any instructions as to statements made in Court by Susan Hedge and Sara McCabe.
- All correspondence between **Freeman, Schrinner, Hedge and McCabe** to Keiran Ryan in relation to the court case, Manteit v Brisbane City Council 2916/24, including any instructions as to statements made in Court by Hedge and Ryan/
- Answers to all questions below, put to **Freeman and Schrinner**, where mentioned.

Yours Faithfully



DAVID MANTEIT

# 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 unlicenced 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.

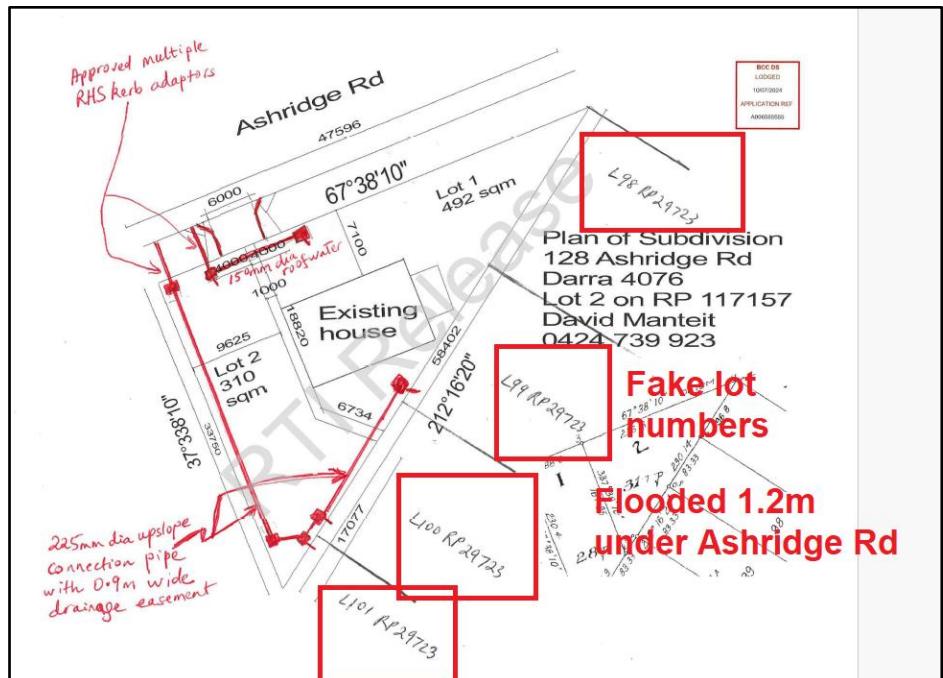
The Upstream Drainage plan below was prepared by unlicenced Council employees, sent by Lucy Ting to Andrew Blake for approval. 10 Council employees were included in the email.

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

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

2) What date did **Freeman, Schrinner** 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



## 24-4-25 Hedge "It won't work"

SUSAN HEDGE 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.

Judge Williamson KC - "Well there we go "

SUSAN HEDGE 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

JUDGE WILLIAMSON you can achieve the ....condition."

## 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).

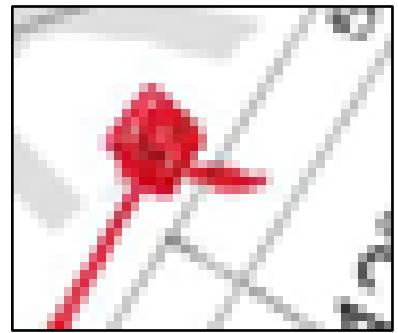
Corrigan 22-4-25

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

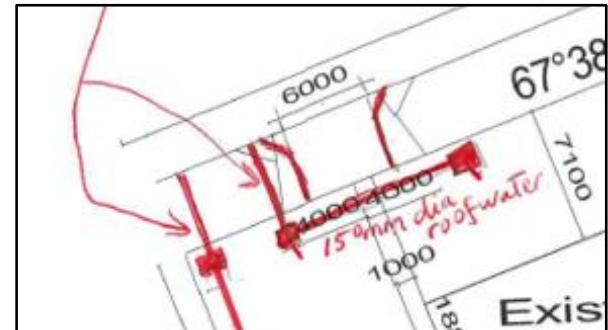
5) Why did **Schrinner, Freeman** and Council instruct the Council employees for the pipes to be designed, engineered and placed in three neighbour's yards, causing trespass, an offence punishable by imprisonment?

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 unlicenced Council employees placed **pipes illegally, in three rear lot**

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

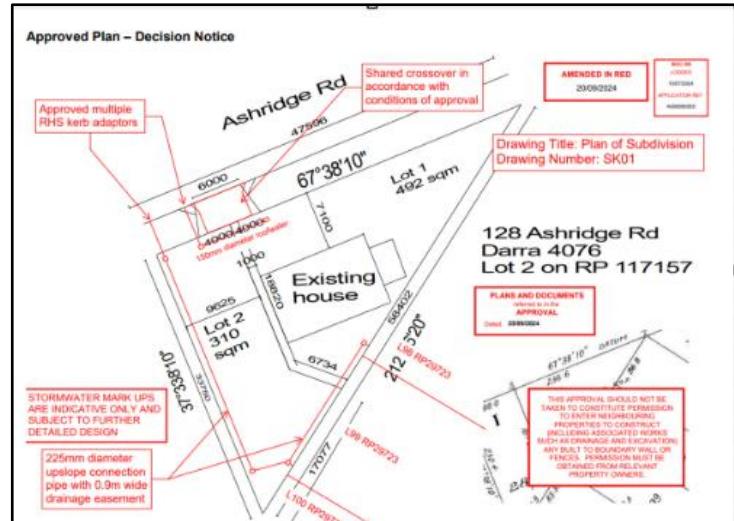
## 2. DA approved plan 25/9/24

## Background

The unlicenced 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.** Hedge, "that

**JUDGE WILLIAMSON**

**Hedge - "that won't work"**

Okay. Well there we go.

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.

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

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

**JUDGE WILLIAMSON** **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.

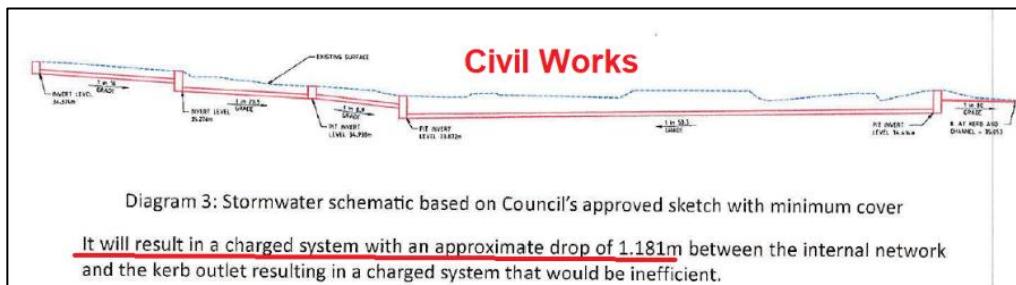
9.11.3. Civil Works Engineers then depicted Diagram 3 where correct ground cover was assumed and the conclusion made that the discharge level of the pipe accordingly would be lower than the kerb level in Ashridge Road. As stated above, I don't disagree with the levels shown by Civil Works Engineers. 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 unlicenced 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

Notations in red on approved plan

**31-1-25 Susan Hedge**

14. The notations identified in red on the Approved Plan:

**"Represent one way"**

- (a) are administrative in nature (for example, the identification of the plan and drawing number); or
- (b) as indicated, they are "indicative" only and represent one way, 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 deceptive 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**

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)**

**Court 24-4-25**

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 condition18 only was in debate.

It was deceptive 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 c subdivision?

**JUDGE WILLIAMSON**

**Perhaps one hour later - Council 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 Schrinner**.

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**

**Hedge -"Counci's contending in the trial"**

Yes.

**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

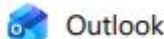
**Judge Williamson KC**

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

E: [steven.adams@justice.qld.gov.au](mailto:steven.adams@justice.qld.gov.au)

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 though 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.

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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

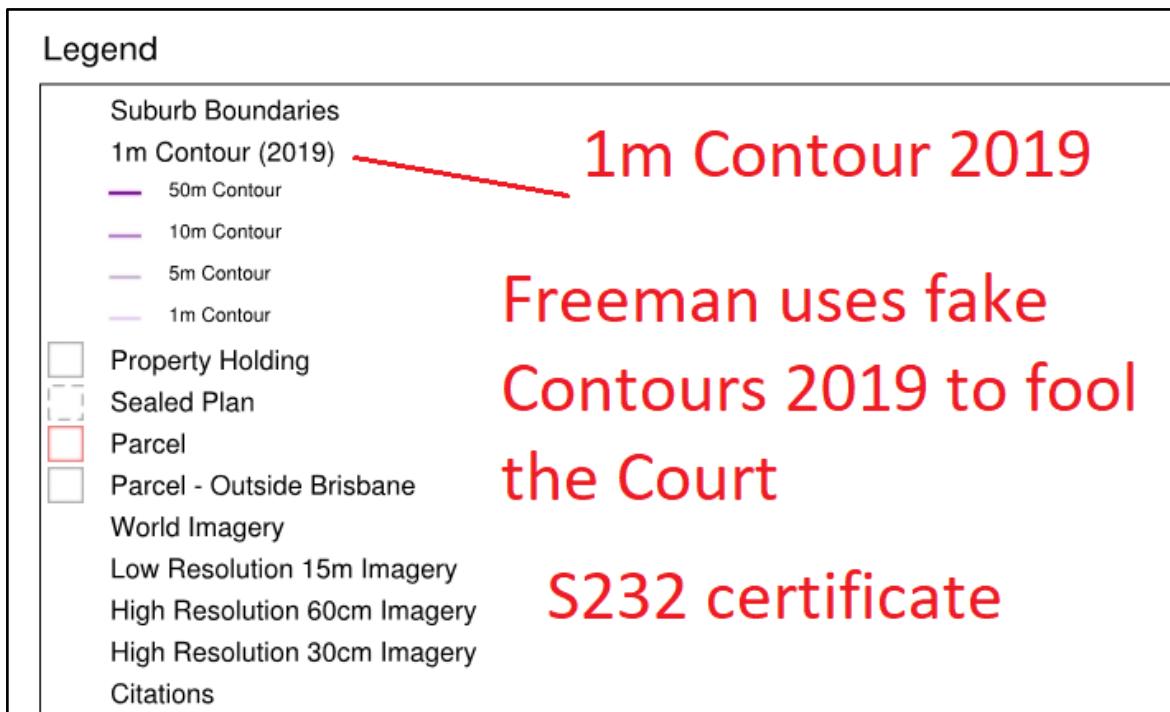
69) Why did **Freeman, Schrinner** and Council intentionally refuse to provide all the information for the trial before the trial, including affidavit 49?

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.



Ground level	<p>Ground level means—</p> <ol style="list-style-type: none"> <li>the level of the natural ground; 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>
Prescribed level	<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><del>if paragraph (a)(i) does not apply, the 2002 contours of the Council's mapping system;</del> 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>

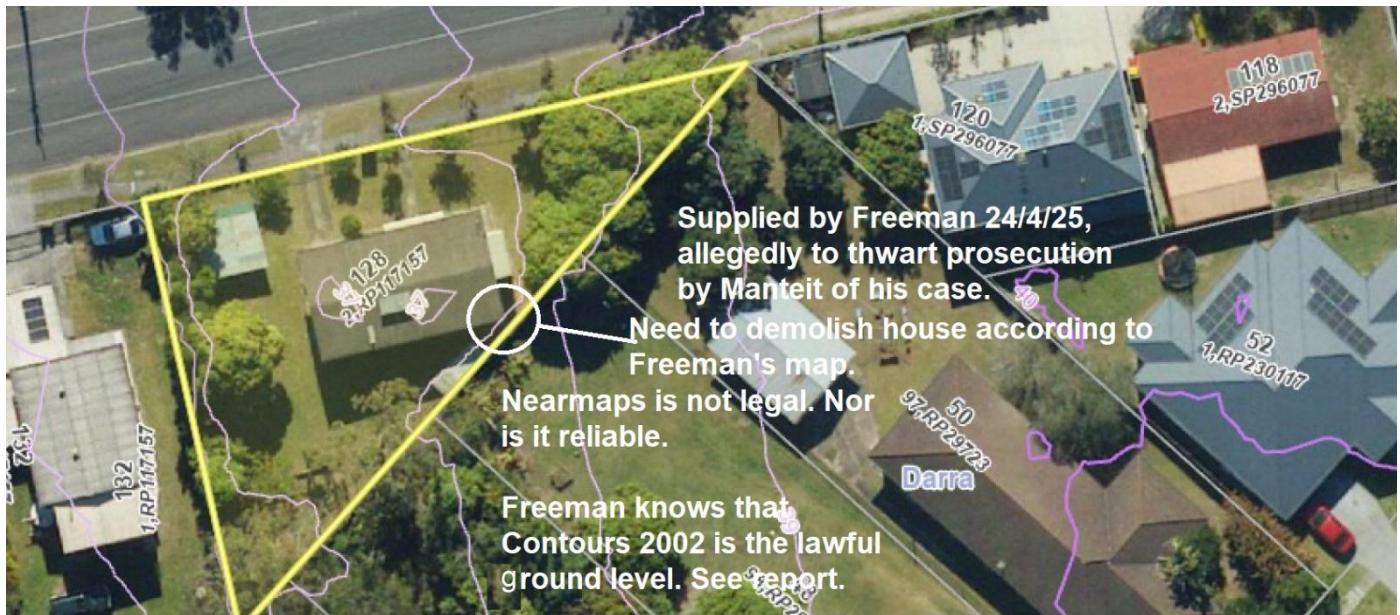
**Freeman supplied the above document in the S232 Certificate.**

Freeman chose to fool the Court by using –

- Nearmaps
- Contours 2019

instead of Contours 2022

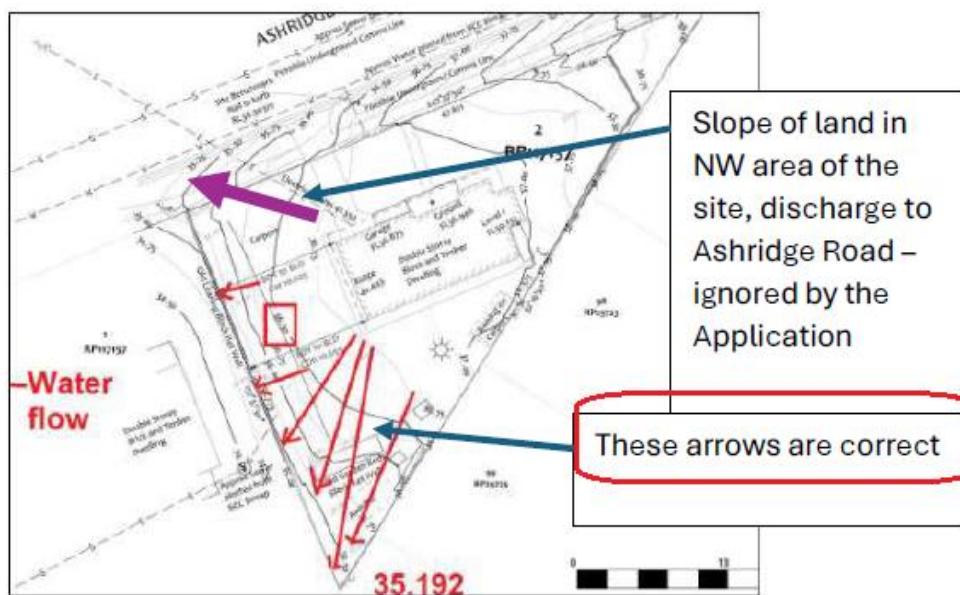
This is alleged contempt of Court.



**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

 Outlook

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**Enquiry regarding Natural Ground Level**

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**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**

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

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

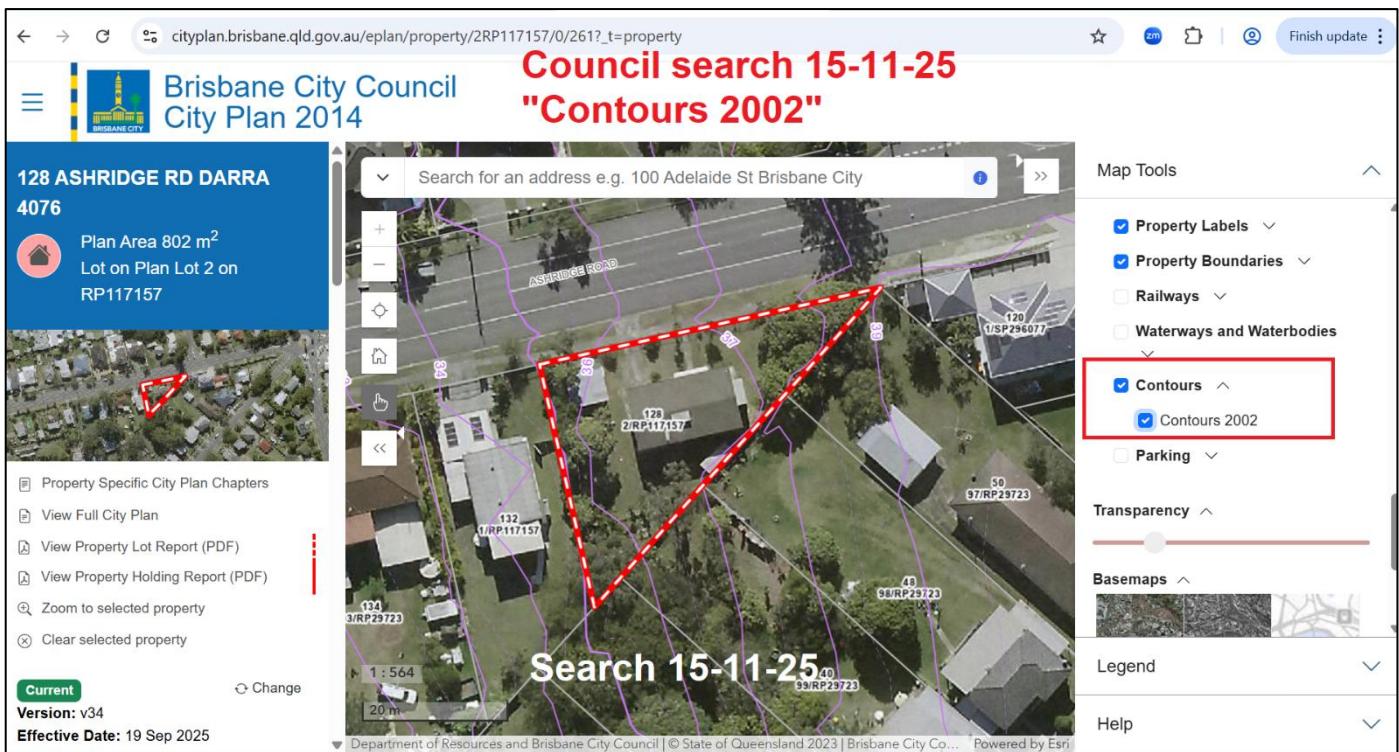
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## Search of Council City Plan online by Manteit, 15-11-25, showing the lawful Contours 2002

### 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 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. This is in contempt of Court.
- **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 survey levels.

## 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 fool the Court by using fake Contour levels?

73) Why did Freeman 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 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** 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?

## 15. 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:

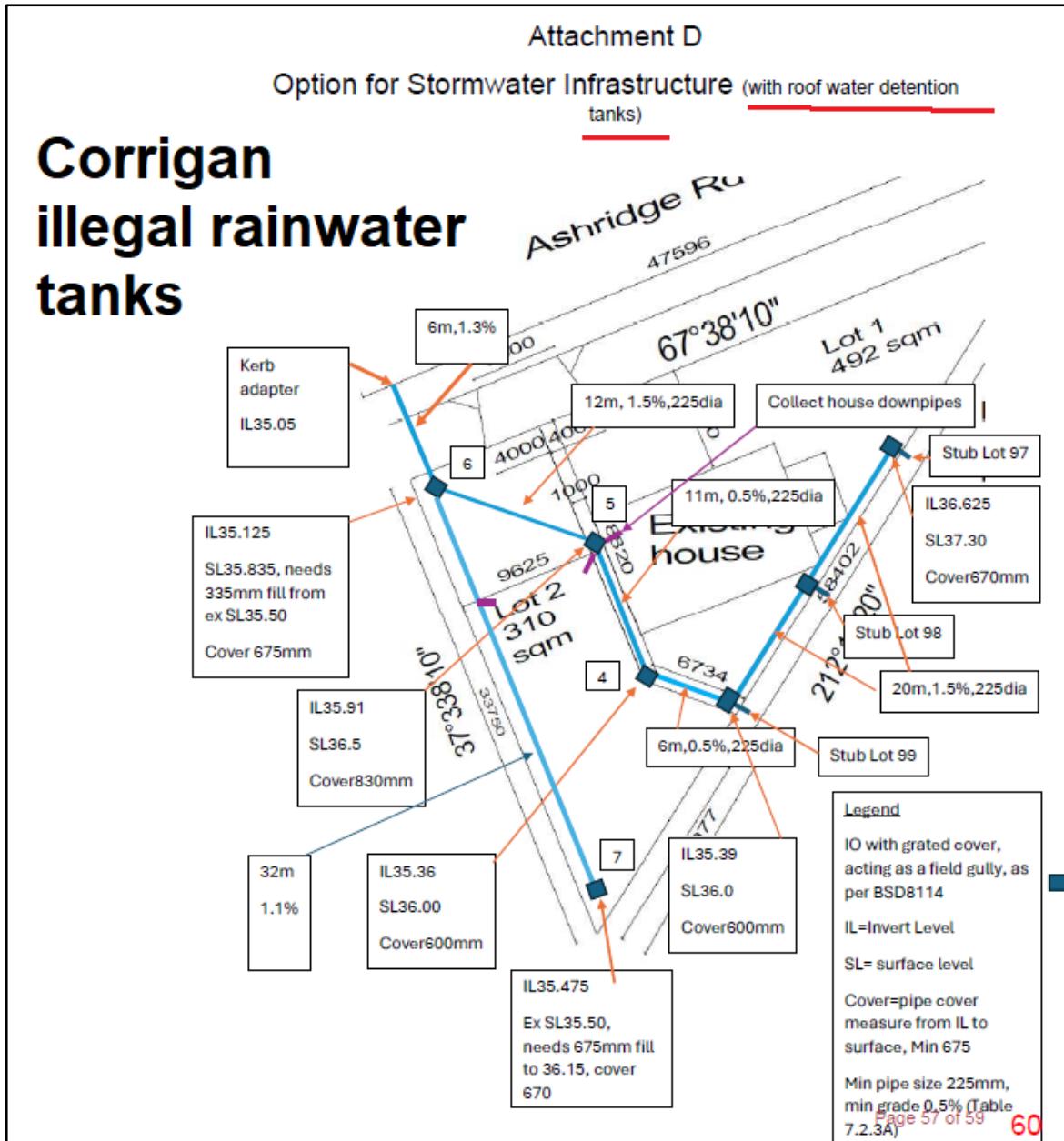
- A specified minimum site storage requirement (SSR) and permissible site discharge (PSD) relative to either the site area, land use, or the change in impervious area.
- A permissible site discharge for the specified design storm frequency with no minimum storage volume specified.
- A requirement not 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”**



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.

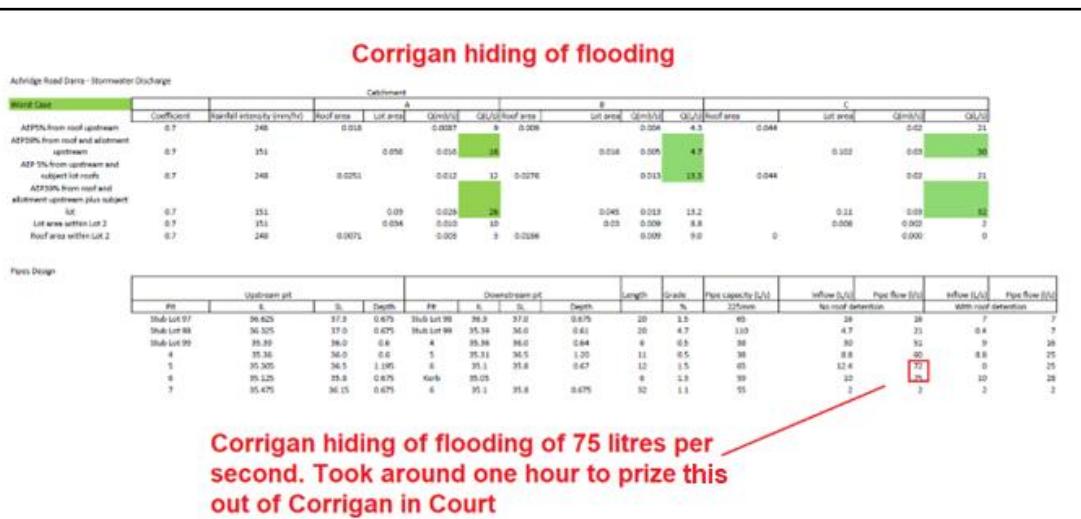
- Use of Contours 2019 instead of Contours 2002.

#### 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

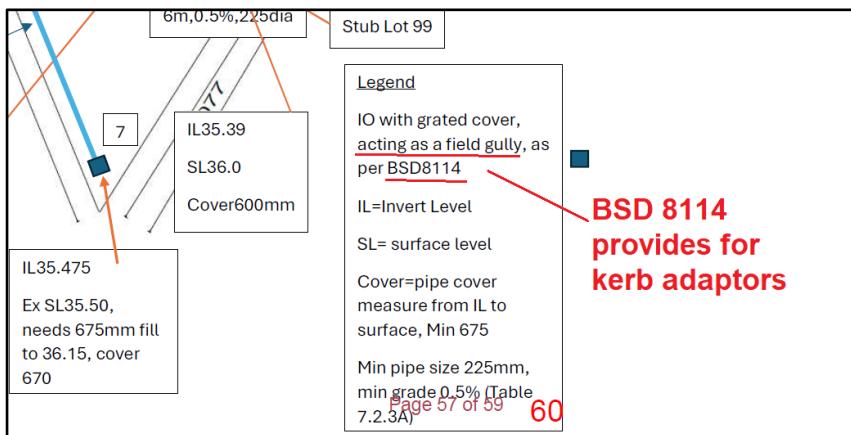
- Level II drainage as per QUDM Section 7.13.2, namely pipe system to convey the greater of 5% AEP (1/20) roof discharge or 39% AEP (1/2) discharge of the roof plus allotment.
- Worst case upstream development assumed to be two townhouses per lot, each 180m<sup>2</sup>, the townhouse towards Killarney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

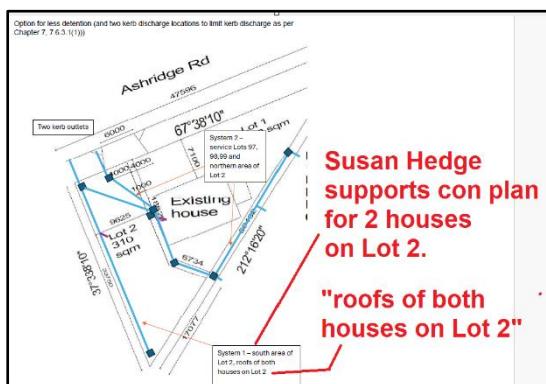
### Notes (Table 4.5.1):

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: **fake formula**

townhouse type development	$f_i = 0.7$
multi-unit dwellings > 20 dwellings per hectare	$f_i = 0.85$
high-rise residential development	$f_i = 0.9$

## fake formula, promoted by Corrigan and Hedge

- Corrigan's states that the **Coefficient of Discharge is  $f_i = .7$**  ...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><b><u>Multiple dwelling</u></b></p> <p>Editor's note—The use term is defined in the <i>Planning Regulation 2017 - Regulated Requirements</i></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>
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- Use of **illegal half houses**. Alleged fraud.

Total Catchment AEP 5% discharge from upstream townhouse roof 180m <sup>2</sup> plus roofs on subject lot namely 115m <sup>2</sup> proposed roof and 143m <sup>2</sup> existing house	One <u>townhouse</u> plus <u>half existing house</u> on subject lot 180m <sup>2</sup> +71m <sup>2</sup> =251m <sup>2</sup>	<u>Half a townhouse</u> , <u>half existing house</u> , all of proposed house on subject lot 90m <sup>2</sup> +71m <sup>2</sup> +115m <sup>2</sup> = 276m <sup>2</sup>	Same as above 0.044ha
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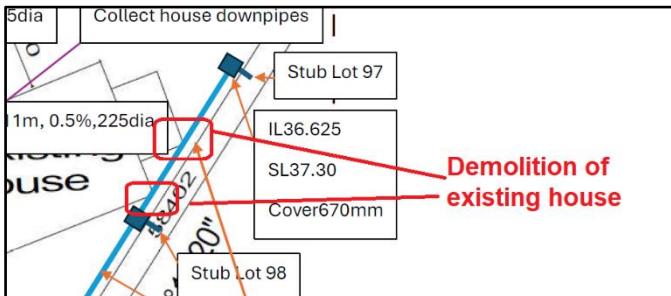
- Use of **illegal flooded hydraulic plans** ending up .5m and .8m under the kerb. Alleged fraud and incompetence. Alleged fraud.
- Use of numbers with **many different decimal places**, indicating Unsatisfactory Professional Conduct of a registered professional engineer. Corrigan claimed he was better than other engineers with his 3 zeros. Alleged fraud and incompetence.

<p><b>Corrigan is very proud of three zeros. 24-4-25</b></p> <p>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.</p> <p><b>"Some engineers would record that as just the two decimal places."</b></p>																																				
<p><b>So what's this, Corrigan?</b></p> <p><b>Susan Hedge has zero idea of why the winemaster uses zeros all over the place.</b></p> <table border="1"> <thead> <tr> <th colspan="4">Upstream pit</th> </tr> <tr> <th>Pit</th> <th>IL</th> <th>SL</th> <th>Depth</th> </tr> </thead> <tbody> <tr> <td>Stub Lot 97</td> <td>36.625 <b>3</b></td> <td>37.3 <b>1</b></td> <td>0.675 <b>3</b></td> </tr> <tr> <td>Stub Lot 98</td> <td>36.325 <b>3</b></td> <td>37.0 <b>1</b></td> <td>0.675 <b>1</b></td> </tr> <tr> <td>Stub Lot 99</td> <td>35.39 <b>2</b></td> <td>36.0 <b>1</b></td> <td>0.6 <b>1</b></td> </tr> <tr> <td>4</td> <td>35.36 <b>2</b></td> <td>36.0 <b>1</b></td> <td>0.6 <b>1</b></td> </tr> <tr> <td>5</td> <td>35.305 <b>3</b></td> <td>36.5 <b>1</b></td> <td>1.19 <b>3</b></td> </tr> <tr> <td>6</td> <td>35.125 <b>3</b></td> <td>35.8 <b>1</b></td> <td>0.675 <b>3</b></td> </tr> <tr> <td>7</td> <td>35.475 <b>3</b></td> <td>36.15 <b>2</b></td> <td>0.675 <b>3</b></td> </tr> </tbody> </table> <p><b>Susan Hedge winemaster witness 1 zero 9 times 2 zeros 3 times 3 zeros 8 times</b></p>	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>
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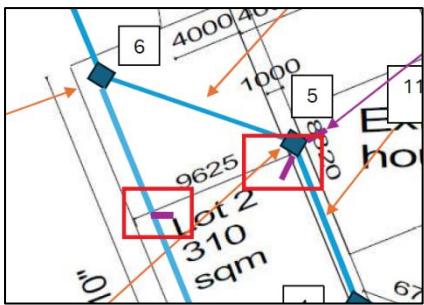
- Corrigan hid the fact that the rear lot owners would be forced to use filling of a front lot to Killarney St, if they subdivided, under Corrigan reports.
- Corrigan has destroyed the opportunity for the Killarney St owners to replace an undersized pipe placed in any development of 128 Ashridge Rd.

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.



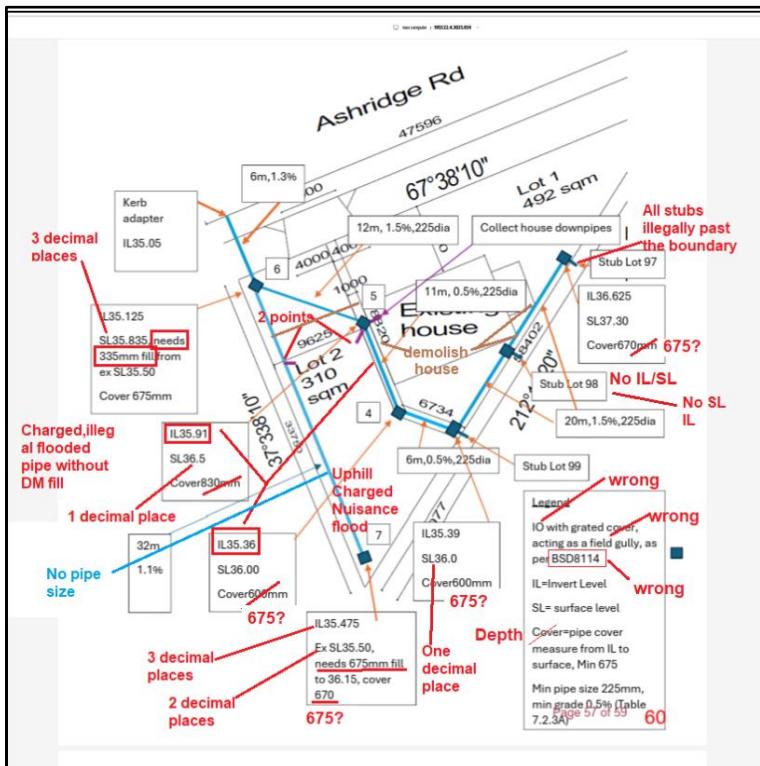
- No placement of a **roofwater connection** as close as possible to the front boundary, to enable all possible construction, including a carport.
- **Understating of roof area in the rear lots**, of  $180*2 = 360$  sqm. This statement on its own understates true flooding by 60% .Alleged fraud.

**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 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 buildng 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 underestimate the flooding by the rear lots, 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**

**Hedge -"Council's contending in the trial"**

Yes.

**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 Keiran Ryan matter of engineering design"**

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**

**Keiran Ryan where they did or didn't"**

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? What was 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 unlicenced 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.

<p>QUEENSLAND LAND REGISTRY Land Title Act 1994, Land Act 1994 and Water Act 2000</p>	<p><b>SCHEDULE</b></p>	<p>Form 20 Version 2 Page 2 of 3</p>
<p><b>Title Reference to issue out of</b></p> <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> <ul style="list-style-type: none"> <li>(a) <b>Authorised Persons</b> means employees, officers, agents, contractors, subcontractors, licensees and other persons claiming by, through or under the Grantee.</li> <li>(b) <b>Easement</b> means this document (which includes the Form 9 and this Schedule).</li> <li>(c) <b>Obstructions</b> means buildings, fences, walls, structures, (whether of the class just mentioned or not) or pavings.</li> <li>(d) <b>Plant and Equipment</b> means vehicles, equipment, machinery, tools and materials.</li> <li>(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.</li> <li>(f) <b>Servient Tenement</b> means the land described as such in Item 2 of the Form 9.</li> <li>(g) <b>Stormwater Drainage</b> means rain water and associated drainage and stormwater run-off flowing in concentration either intermittently or occasionally.</li> <li>(h) The expression 'the Grantee' shall include the successors of the Grantee.</li> <li>(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.</li> <li>(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.</li> </ul> <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> <ul style="list-style-type: none"> <li>(a) for the purposes of installing any Relevant Works;</li> <li>(b) for the purposes of changing the size and number of, operating, inspecting, patrolling, altering, removing, replacing, reconstructing and/or repairing the Relevant Works;</li> </ul>		

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.	<b>Grant of Easement</b>	<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 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.
3.	<b>Rights of Grantee</b>	
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:

4.	<b>Grantor's obligations</b>
4.1.	Notwithstanding the generality of the foregoing, the following provisions shall apply:
	<p>(a) the Grantor shall not:</p> <p>(i) erect any Obstructions; or <b>Carport</b></p> <p>(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></p> <p>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.</p> <p>(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:</p> <p>(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</p> <p>(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;</p>

**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. <i>Paginated 1-36</i>	
Signed:	Taken by:
	
Deponent	Justice of the Peace
Sworn and affirmed by David Manteit on 4/11/24 at <i>Richmond</i> in the presence of:	
	
Deponent	KENNETH GEOFFREY FINNEY Justice of the Peace
 Reg No: 11655 JUSTICE OF THE PEACE (QUALIFIED) DEPT. OF JUSTICE & ATTORNEYS GENERAL	
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"	
<ol style="list-style-type: none"> <li>1. Email to Council 1/10/24</li> <li>2. Email to Council 10/10/24</li> <li>3. Email to Council 16/10/24</li> <li>4. Email to Council 25/10/24</li> </ol>	
 Deponent _____ Justice of the Peace _____	
 Reg No: 11655 JUSTICE OF THE PEACE (QUALIFIED) DEPT. OF JUSTICE & ATTORNEYS GENERAL	

1/10/24 (2)

12/2/24, 9:00 PM

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Outlook

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From: david manteit &lt;davidmantie@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.ulund@brisbane.qld.au &lt;scott.ulund@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.

(3)

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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 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, F82 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.

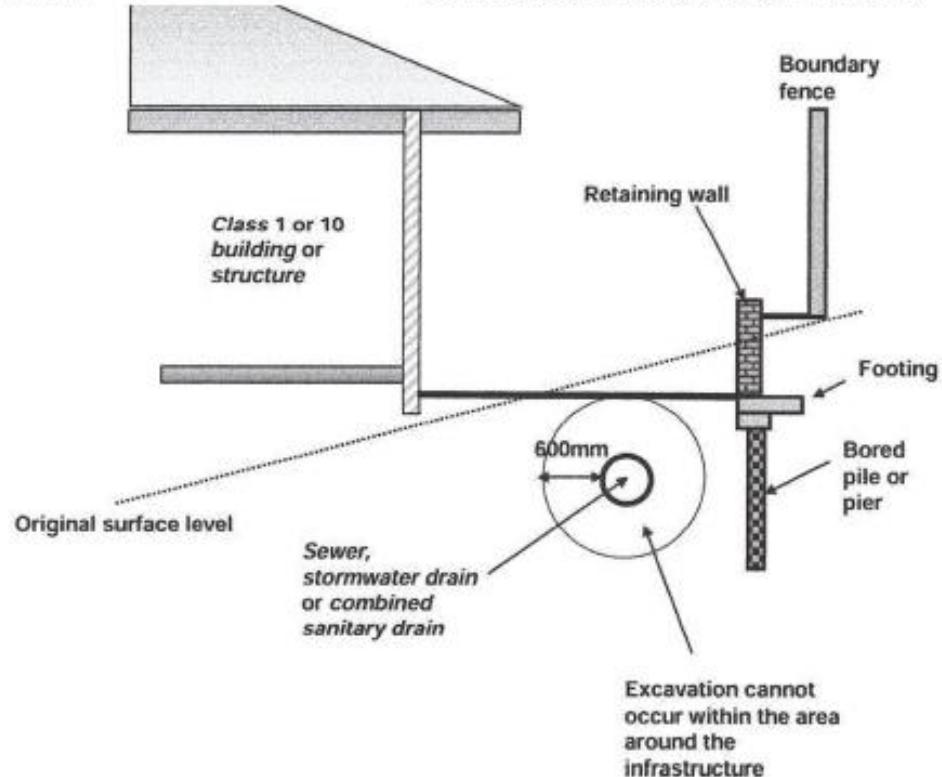
25) Is a stormwater maintenance hole required. This will affect invert level heights.

26) Does the easement restrict distances to retaining walls and houses. See Queensland Development Code example.

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(4)



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 , S80 purposes is for the application. There was a person today on the phone who 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 I 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, harasses 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 from the Council employees?
- 20) Why did **Schrinner, Freeman** and Council refuse to supply this document until you 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 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 -

- Unlicenced Council employees 7-10 persons
- Licenced 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

Acceptable Outcomes	
AO11	Numerous
Performance Outcomes	
PO2	Numerous
PO3	Numerous
P11	Numerous
Planning Scheme Policies	
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+
Tables	
Table 7.2.2.23A - Coefficient of discharge	4+
Table 4.5.1 QUDM	4+
Table 7.2.2.3 B - Level III	4+
Brisbane Standard Drawings	
BSD 8111	12+

BSD 8113	12+
BSD 8091 - stormwater pits	2+
BSD 8114 - kerb adaptor	4+
<b>Newton's 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 unlicenced Council employees initially instructed licenced and unlicenced 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 unlicenced 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 unlicenced 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 Hedge - "and there's no need for the fill condition"**

**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.

## 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 intentional placed a fake name on court order 12-12-24

*M.W. fly*

In the Planning and Environment Court  
 Planning and Environment Court  
 Brisbane  
 QUEENSLAND

12 DECEMBER 2024  
 Between:  
 FILED  
 BRISBANE  
 And:

Amended pursuant to Order of  
 DAVID MANEAT Williamson DJ KC dictated  
 MANEAT 13 February 2025  
 BRISBANE CITY COUNCIL

Appeal No. 2916 of 2024  
 Appellant  
 Respondent

KW 12/12/24  
 DEPUTY REGISTRAR

**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:**

1. 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**).
2. 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.
3. 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.

3.1. 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."**

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.

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 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...

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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